

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

**RESOLUTION NO. 20-001**

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

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

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

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

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

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

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

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

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

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

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

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

NOW THEREFORE, BE IT RESOLVED that the motor vehicles listed in Exhibit A are prohibited from operation on the Mobility Authority's toll roads, effective January 29, 2020; and

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

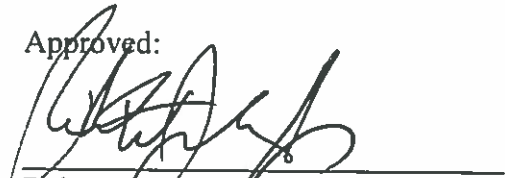
BE IT IS FURTHER RESOLVED that the prohibition shall remain in effect for the motor vehicles listed in Exhibit A until the respective habitual violator determinations are terminated, as provided by Transportation Code §372.110.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29<sup>th</sup> day of January 2020.

Submitted and reviewed by:

  
Geoffrey Petrov, General Counsel

Approved:

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

**Exhibit A**

LIST OF PROHIBITED VEHICLES

#	Owner's First & Last Name	County	Zip Code	License Plate Number	License Plate State	Number of tolls
1	WILLIAM NATHAN STEPHENSROBERT WILLIAM STEPHENS	LEE	78948	DXR0223	TX	785
2	TYASIA MARIE MITCHELL	TRAVIS	78660	LVK7046	TX	174
3	DONNA JEAN SMITHJAMES STEWART REYNOLDS	WILLIAMSON	78641	DJD0065	TX	549
4	JACQUELINE JODEAN GOVAN	LEE	78942	DP4T536	TX	692
5	FELISHA ANN ROMERO-FLORES	TRAVIS	78724	GN41JL	TX	820
6	MARTHA HERNANDEZBRANDI ELIZABETH ONTIVEROS	TRAVIS	78653	GNB4698	TX	996
7	ENDE LEE TEMPLETON	TRAVIS	78748	CSG3073	TX	1032
8	KIMBERLY ELAINE LEDLIEJASON ROBERT LEDLIE	BASTROP	78650	KG5V0J	TX	740
9	KYLE KINDER	CORYELL	76522	KXF4088	TX	636
10	MARIA DELCARME ORTEGA-MARTINEZULISES FRANCI J CABRERA ORTEGA	TRAVIS	78724	LDZ3492	TX	814
11	OMAR PEREZ	BASTROP	78602	LDD4903	TX	786
12	KARLA ZAMARRIPA	TRAVIS	78653	KYF2682	TX	854
13	JANICE LEE DAVIS	TRAVIS	78653	KDT9358	TX	871
14	GREGORY MARK PHARES	TRAVIS	78752	LHT0797	TX	922
15	FRANCISCO ZUNIGA	TRAVIS	78653	GSX2068	TX	783
16	KRYSTAL ROSE MIDDLETON	WILLIAMSON	76574	LDD2419	TX	777
17	JOSHUA MARK ARNOLDOLIVIA ELAINE ARNOLD	MONTGOMERY	77378	KYD3658	TX	774
18	LACHISA ANNETTE JEFFERY	TRAVIS	78653	LBK8098	TX	736
19	MARGARITA E COSME-PICHARDOALFREDO COSME PICHARDO	TRAVIS	78653	JYW5344	TX	905
20	JEFFREY GORDON DAVIS	WILLIAMSON	78623	HZK6887	TX	821
21	REBECCA WELLS LABORDE	WILLIAMSON	78641	JCR7960	TX	701
22	JESSICA ELISE SPEES	WILLIAMSON	78641	KFH9182	TX	761
23	LONNIE CRAIG GALLOWAYBROOKE TAYLOR VERNON	WILLIAMSON	78651	HCM4572	TX	890
24	WILMETRA VERNELL ROBERSON	BASTROP	78602	LJZ5951	TX	868
25	JEREMY BROWN	BASTROP	78612	KVM6027	TX	896
26	JENNIFER LYNN HILL	WILLIAMSON	78641	LDD1790	TX	692
27	GLENN REYES	TRAVIS	78653	GN16GJ	TX	1049
28	PATRICIA ANN HAMMIT	WILLIAMSON	78641	DWC2293	TX	438
29	JAVIER SALINASIMELDA SALINAS	HIDALGO	78589	KMP4443	TX	166
30	HECTOR GONZALES	BASTROP	78621	202349K	TX	308
31	LAURIE BETH CASTORMARIO SARAGOSA CASTOR JR	HAYS	78610	HWR6706	TX	755
32	FADY ADEL HANNA	TRAVIS	78653	JDT3790	TX	885
33	JAMIE GLENN THOMAS	WILLIAMSON	78641	LDY8690	TX	812
34	KENA NICOLE LOUD	TRAVIS	78724	LMH4919	TX	1050
35	KENDALL NORRIS LAKES	TRAVIS	78747	JGJ0948	TX	949

36	JUSTIN PETER JONESTIFFANY MARTINEZ	TRAVIS	78753	KLG5488	TX	917
37	HERIBERTO COLIN-GURREAJOSE LUIS ROSALINO SEGUNDO	TRAVIS	78653	LJZ9421	TX	1082
38	MACKENZIE MARIE LOCKWOOD MEIER	TRAVIS	78753	JJV3554	TX	775
39	JADE KATHLEEN LUMPKINS	LEANDER	78641	KGX1429	TX	790
40	SANDRA CLARK SUBLETT	BASTROP	78621	KVM9839	TX	1087
41	KRISTIN NICOLE CHAVARRIAJEREMY CHAVARRIA	TRAVIS	78653	KVL9734	TX	855
42	ISAAC JON ARRIAGA	TRAVIS	78653	KYV4804	TX	1518
43	ISAIAS MACARIOFABIOLA CIPRIANO	TRAVIS	78653	CJL5356	TX	1128
44	IRVIN J DOMINGUEZ-LOPEZEMMA IRAHE SOLORZANO-CAMPOS	TRAVIS	78660	JBM6823	TX	1101
45	GABRIELA ANAYAARTURO ANAYA	TRAVIS	78653	HTM4285	TX	1069
46	JASON ROY GARDNER	WILLIAMSON	78641	LGT2999	TX	810
47	ELLANY VANESSA SUSTAITA	WILLIAMSON	78641	LHK7763	TX	883
48	MONCHEIRE MARIE BEDFORD	TRAVIS	78724	KLF7694	TX	827
49	GREGORY C KELBAUGHSARA ANN KLAUS	WILLIAMSON	78664	HBV1587	TX	802
50	LUZ ALEIDA DIAZ	TRAVIS	78724	KNT3565	TX	1188
51	LUIS JOSE MORALES	TRAVIS	78653	KGW3820	TX	1007
52	MATTHEW PHILIP HANNA	TARRANT	76051	BSG8983	TX	1395
53	MELINDA GAYLE ORSAK	WILLIAMSON	78681	JBM5204	TX	916
54	WILLIAM TYLER NAGASE	BASTROP	78650	KSF0822	TX	1078
55	MATT FOX	WILLIAMSON	78642	HHD9523	TX	809
56	MARY MICHELLE POTTER	BASTROP	78621	GBD6781	TX	1096
57	JAMIE NICOLE SEE	TRAVIS	78641	JLJ9730	TX	843
58	HERNAN ARTURO URDIALES	WILLIAMSON	78750	AL24971	TX	1266
59	SUSAN ANNE BUTTERWORTH	BURNET	78605	DTX5585	TX	841
60	JEANICE NICHOLE BROOKS	WILLIAMSON	78641	LBT9329	TX	1013
61	JAMES DAVID LEEBLAKE MELISSA KOENIG	BASTROP	78602	HZY6105	TX	1113
62	JASON KANE WHITE	WILLIAMSON	78750	FVY0644	TX	743
63	ESTHER AROS VILLALPANDO BENJAMIN JR VILLALPANDO	TRAVIS	78702	GWY8969	TX	1050
64	SCOTT CHRISTOPHER GARRETT	WILLIAMSON	78641	PH1LRW	TX	1572
65	GLORIA SMALL	TRAVIS	78723	LBV4224	TX	772
66	JONATHAN A BERNAL MARTINEZ	WILLIAMSON	78641	LCX7733	TX	762
67	LUIS G ALONSO	TRAVIS	78754	CG3C189	TX	1523
68	WILLIAM ERIC FLOWERS	WILLIAMSON	78729	LDY9329	TX	887
69	MARIA E DIAZ SILVA	PATRICIO	78370	BWT3849	TX	825
70	MARY NIERENBERG	WILLIAMSON	78641	DWY1725	TX	874
71	KRISTIAN S SMITH	TRAVIS	78725	HPF4052	TX	800
72	HUGO ALEXANDER ESTRADAVERONICA BEATRIX ESTRADA	WILLIAMSON	78641	LCX7021	TX	870

73	JAVIER HERNANDEZ LOPEZ NORMA YAJAIRA MONTANEZ	BASTROP	78602	LNJ8653	TX	1018
74	KELLI R WALKER	BASTROP	78621	HLZ3418	TX	1195
75	JONATHAN DAVID SMITH	WILLIAMSON	78641	KYV2723	TX	812
76	KELTON LAMONT BAKER	TRAVIS	78724	JWH4235	TX	1264
77	RISLEY MARCELO DOMINGUEZLORAIN ABREU PERDOMO	TRAVIS	78660	1L81892	TX	249
78	TYLER J SCHAFER	WILLIAMSON	78641	BM07854	TX	786
79	ERICA NICOLE KLUG	WILLIAMSON	78613	GKB1661	TX	1187
80	LINDA SEWARD SCHUMANNGUY RICHARD SCHUMANN	CALDWELL	78644	FJD0232	TX	1110
81	JERRY DON JACKSON	WILLIAMSON	78641	HCM5498	TX	1000
82	JOSE NOE MOCTEZUMADANIEL CAMACHO	TRAVIS	78758	LDY2172	TX	956
83	KATHRYN JEAN ASMUSNICHOLAS CARL ASMUS	WILLIAMSON	78641	LBV5067	TX	1134
84	LACRESHA WALTON	TRAVIS	78653	KLF8006	TX	1121
85	MANUEL A DE LOS SANTOS	WILLIAMSON	78641	KBX8527	TX	1000
86	MIRELDA PEREZ CARBAJAL	TRAVIS	78653	KCF1386	TX	1170
87	MEGAN ROCHELLE LUCERO	WILLIAMSON	78641	DYX1841	TX	1101
88	KRISTA POWERS	WILLIAMSON	78641	HWP6439	TX	900
89	NAOMI RUTH EDWARDS	TRAVIS	78724	JBN7347	TX	1389
90	JESSICA L HERNANDEZ	BASTROP	78621	KVS1241	TX	1325
91	JAVIER DIAZ REYES	TRAVIS	78754	1L92660	TX	454
92	JULIO MENZEL	TRAVIS	78653	JHV4648	TX	1222
93	STEVEN DWIGHT ZIMMERMAN	WILLIAMSON	78641	KLR9823	TX	1040
94	VICTOR MANUEL VILLALOBOS	TRAVIS	78660	GST7478	TX	781
95	MARIA DE LOS ANGELES MORENO	BASTROP	78621	JBN4123	TX	1021
96	KIRA SHARAR	WILLIAMSON	78613	HCF5216	TX	946
97	MARSHA DURANGO	BEXAR	78297	FMN3773	TX	530
98	MACKENZIE LUKE WEBSTER	WILLIAMSON	78613	GYS5486	TX	1418
99	NICOLE BRZOWSKICALEB BRZOWSKI	TRAVIS	78734	BG32912	TX	1147
100	JOEL NIEMIE	HAYS	78640	GVC0734	TX	1073
101	KRYSTAL JEANNETTE LAKIN	TRAVIS	78653	KVS3236	TX	1279
102	LINDSEY RENEE UNDERWOOD	WILLIAMSON	78641	KKB8179	TX	983
103	LAUREN RENEE LIMON	TRAVIS	78744	CF5H114	TX	1252
104	NOE BELLOYESSICA ALARCON BELLO	TRAVIS	78753	CSR9585	TX	1032
105	THOMAS OTIS NARON IVSTEPHANIE MICHELLE NARON	WILLIAMSON	78641	KXD4713	TX	1265
106	JESUS ESPARZA-CASTRO	TRAVIS	78653	CMJ4730	TX	1285
107	RICHARD PEREZ	WILLIAMSON	76574	LBG9232	TX	1076
108	JON DAVID WILLIAMS	MILAM	76567	GSM3287	TX	1301
109	LAURA OLVERA	TRAVIS	78617	DNL7454	TX	1353

110	MEGAN ASHLEY REYNOSA	TRAVIS	78653	LDD2244	TX	1119
111	JARON DWAIN ALEXANDER	TRAVIS	78754	KSN2372	TX	1544
112	ZACHARY CLAUDE HUMPHERIES	TRAVIS	78653	GWS1791	TX	1381
113	JESSIE LEE WEBB	TRAVIS	78753	LDZ1930	TX	315
114	JACOB CHRISTIAN CHAMBLEEKRISTINA KAYLEA CHAMBLEE	WILLIAMSON	78641	KBN8528	TX	629
115	ZACHARY JOSEPH MCLAUGHLIN	TRAVIS	78653	HNZ0242	TX	1348
116	LESLIE JULIE VALDEZ	TRAVIS	78653	DLJ4337	TX	1343
117	TIERRA SHUQUES CRAYTON-WINN	TRAVIS	78724	JHM7166	TX	1302
118	LESLIE THETFORD	WILLIAMSON	78641	HKS8176	TX	1067
119	LOUIS MANUEL MACIAS	TRAVIS	78653	KKC1166	TX	1311
120	JESUS ALEJANDRO MORA SERRANO	TRAVIS	78653	LGT3571	TX	1337
121	HERBERT LAMAR WALKER	BASTROP	78621	LFR8974	TX	1400
122	JOHN ARLEN SWARTZ	WILLIAMSON	78613	KGJ4479	TX	1093
123	MICHAEL SEAN LIVELYJOSHUA JAMES DOMINGUEZ	TRAVIS	78653	GML0450	TX	1392
124	FRANKLIN EUGENE HOLDEN	TRAVIS	78759	LGT9205	TX	1358
125	MICHAEL ANDREW GATES	WILLIAMSON	78642	FSP1911	TX	1362
126	KISHIA BROWN ALEXANDER	WILLIAMSON	78613	FBG1033	TX	1445
127	RONALD W POWERSSHANNON M POWERS	BEXAR	78258	LJY3467	TX	1060
128	KATHERINE AMANDA COOKE	BURNET	78605	LHL6219	TX	940
129	KELBY ANDRE HOWELL	WILLIAMSON	78641	JGJ7312	TX	1156
130	JOSE ALFREDO VALADEZ	TRAVIS	78744	KSD0679	TX	1106
131	LORRENYA JEANET HARRIS	BASTROP	78621	JJG5677	TX	1453
132	KIMBERLY MARIE LAMAR	TRAVIS	78727	JDJ4238	TX	1008
133	KENNY W MADDEN	TRAVIS	78752	DPP6950	TX	1097
134	TYRUS MARVELL STAFFORD STEPHANIE WHITLEY YELL	TRAVIS	78621	KLV5427	TX	1368
135	JOSE MENDES LOPESLUIS ANGEL LOPES	LEANDER	78641	LCC0955	TX	1067
136	ERIN LYNN CAZEDESSUS	TRAVIS	78617	KXD0908	TX	1315
137	SHANA MARIE SCHMITZ	WILLIAMSON	78641	KWY4705	TX	1059
138	RODOLFO GUERREROJOSEPHINA LYNN CORREA	TRAVIS	78660	GGW7219	TX	1598
139	KENNETH WILLIAM GRIFFIN	BEXAR	78217	HLZ3146	TX	1067
140	HEYDI YOMARA GRAMAJO PEREZ			KPR9301	TX	1087
141	SAUL ROMERO CUEVAS	TRAVIS	78729	LFR0239	TX	1110
142	GLORIA CAVAZOS-ANDERSON	FAYETTE	78956	KYD6786	TX	1119
143	KASEY DAWN LEAVITT	WILLIAMSON	78641	LLL8726	TX	1141
144	IRENE JOHNSON			GYS2398	TX	1057
145	TERESA LYNN HARLAN	WILLIAMSON	78641	DNL8279	TX	1057
146	KELLEY ANNE ONDERDONK	WILLIAMSON	78640	GMD2302	TX	1162

147	NICOLE ANN RAFFORD	WILLIAMSON	78641	HWB5271	TX	952
148	CERWIN MARLON THOMPSON	WILLIAMSON	78641	LBB5152	TX	769
149	KARL ADAM NELSON	LLANO	78639	DYC5828	TX	1141
150	LEIF S ROBLES	TRAVIS	78653	FFH6808	TX	1540
151	JESSICA LYNN HERNANDEZ	BASTROP	78621	KBY4956	TX	1554
152	KACIE LAUREN BRUNTY	WILLIAMSON	78628	KKB9685	TX	1147
153	ELIZABETH MICHELLE MCDONALD	WILLIAMSON	78613	GSW8746	TX	584
154	TAWANDA G BISHOP	WILLIAMSON	78641	DB8V596	TX	1135
155	JAMES PHILIP RINGENERDANIELLE LASHELLE JOHNSON	HOWARD	79720	JNL7977	TX	1618
156	ELIZABETH MORENO	TRAVIS	78621	GKB6254	TX	1489
157	PATRICK DUKES	WILLIAMSON	78720	DJC1925	TX	1359
158	TEXAS NOIZE MAKERS,LLC	BASTROP	78612	LRD4139	TX	558
159	JOE DANIEL AMBRIZSYLVIA TORRES AMBRIZ	TRAVIS	78653	KFT5175	TX	1503
160	FRANCISCO CAMPOSYOLANDA GOVEA-CAMPOS	TRAVIS	78653	LCC2091	TX	1612
161	HINKLE INSULATION & DRYWALL COINC	TRAVIS	78758	LXD5453	TX	1442
162	RUBEN RAMOSAPRIL RAMOS	WILLIAMSON	78641	AV13710	TX	1216
163	JUAN PALMA LOPEZTERE LIZETH ROSAS JACOBO	TRAVIS	78653	KDR1614	TX	1600
164	IVETTE MILAGROS VEGA ZAYAS	BURNET	78642	GGW0636	TX	1128
165	LISA NICOLE CANDANOZA	BASTROP	78621	KWV3638	TX	1568
166	JONATHAN SANCHEZHEATHER ANN SANCHEZ	BELL	76549	HBT5464	TX	1158
167	TRACEY EVON PECINAARMANDO PECINA	WILLIAMSON	78641	KNZ2237	TX	1082
168	FRANCISCO CAMPOSYOLANDA GOVEA CAMPOS	TRAVIS	78653	JWJ3210	TX	1559
169	JESSICA DENISE MESA	WILLIAMSON	78664	LFR0201	TX	282
170	MELINDA ANN WINKLER	TRAVIS	78653	LRH4471	TX	1404
171	FELICIA ANN WHITLEY	WILLIAMSON	78613	LGV1597	TX	1840
172	COURTNEY GOLD	WILLIAMSON	78642	GZB3034	TX	1037
173	MARIA GONZALEZ	CORYELL	76522	KYZ0640	TX	1163
174	GAIL ROCHELLE WHITLEYCLEMENT JONES III	TRAVIS	78653	GYB6344	TX	1646
175	ELVIRA CARRILLO ABUNDIS	TRAVIS	78653	KSD4955	TX	1514
176	MARTIN WARD KIRKPATRICK	BASTROP	78621	DNL8326	TX	1616
177	NORMA LETICIA MUNOZ TORRES	TRAVIS	78653	HZJ8674	TX	1574
178	ZACHARY A MOORE	CORYELL	76543	JVH4211	TX	1143
179	LEATRICE DANA PICHON	WILLIAMSON	78664	KSR5981	TX	1060
180	MIA BARNES	TRAVIS	78653	JLJ4142	TX	1603
181	JILL KATHERINE MENDEZ	WILLIAMSON	78634	HJK2815	TX	246
182	RICHARD SWARTS	WILLIAMSON	78641	GM84LC	TX	1142
183	MITCHELL EPSTEIN/ JERREY BLATT	TRAVIS	78660	KBY1548	TX	1142



184	JUSTIN LEO SULLINS	WILLIAMSON	78642	JRG8171	TX	1466
185	WAYNE LEE DUNGEY JRJENNIFER LYNN JOHNSON	BASTROP	78621	LCB0945	TX	1572
186	KRISTOPHER RYAN FISCHER	TRAVIS	78752	FJD0806	TX	1501
187	MIRANDA DANIELLE MORGAN	WILLIAMSON	78613	KYT6333	TX	1601
188	ALVIN WASHINGTON TRUCKING,INC.	TRAVIS	78753	1L93070	TX	412
189	KEITH JOHN BRANGAN JR	WILLIAMSON	78641	KJBII	TX	1168
190	LEAH RAE HERNANDEZ	BASTROP	78621	DDV8045	TX	1629
191	KRISTA VIRGINIA GONZALESEMBERCIADA GONZALES	TRAVIS	78717	GTV4671	TX	1614
192	ZAIRA JUSMERY LARA LOPEZ	BASTROP	78621	KNZ4360	TX	1422
193	GILBERT SAUL GARCIAELIZABETH HINOJOSA GARCIA	BASTROP	78621	JCS3495	TX	1552
194	JESSICA ROMAN	TRAVIS	78721	DLH3490	TX	1552
195	NOEMI MARIN OCHOAJORGE TREVINO	BASTROP	78621	KFK5921	TX	1526
196	MICHELLE C WALKER	TRAVIS	78653	LDB5933	TX	1579
197	JOHN L PARK	BEXAR	78218	AZ51635	TX	831
198	JESUS YANEZ JRJESUS YANEZ	TRAVIS	78621	DMF4072	TX	1642
199	J.JULIA L RICHARDSON	WILLIAMSON	78641	GHL9929	TX	1285
200	LINDSAY MARIE CAMPBELL	TRAVIS	78653	HKT0415	TX	1637
201	MICHAEL J TURIROSA MARIA RUBERTE	WILLIAMSON	78641	KNZ1088	TX	1262
202	JUAN FIDEL IBARRAKARLA AZUCENA CORNELIO-CRUZ	TRAVIS	78653	KPY9877	TX	1613
203	JUSTIN DANIEL POGUEANNIE PARK-POGUE	WILLIAMSON	78642	HZG9597	TX	1107
204	JAMILA MOSI COLEMAN	TRAVIS	78653	JYP7932	TX	1568
205	KATHERINE COOKE	BURNET	78605	KGX1138	TX	1048
206	VANGUARD TRUCK LEASING	HARRIS	77013	1M08673	TX	816
207	HARMONY CHRISTINE TURNER	WILLIAMSON	78641	KPW1124	TX	1297
208	BRUDER BAR TRUCKING, LLC	TRAVIS	78621	1L92743	TX	387
209	MICHAEL THOMAS	TRAVIS	78653	JJF3900	TX	1738
210	KATHLEEN MCCARTY BURNSIDEASHLEY MARIE ROBBINS	TRAVIS	78758	LHF1870	TX	1180
211	KELLY LORENE ZINSER	WILLIAMSON	78641	FZL4019	TX	1219
212	JAMES D JOHNSON	TRAVIS	78750	KKB8953	TX	1311
213	DEISI I ARCEHENRY LEDESMA	BURNET	78611	LGH2975	TX	1176
214	KIMBERLY GENZER SCHUMANN	WILLIAMSON	78642	LFC3685	TX	1069
215	MARIA E REYESBEATRIZ GUILLEN	TRAVIS	78723	BZ9J830	TX	1678
216	SHANNON MARIE GONZALESTABITHA DIANN GONZALES	TRAVIS	78653	LBV0057	TX	1711
217	VERONICA ROSE PEREZ GUZMAN	TRAVIS	78653	KNP7859	TX	1589
218	JENNIFER ANNE MAY	WILLIAMSON	78642	JHD8307	TX	1259
219	SAMUEL RYAN DELIS	WILLIAMSON	78641	JSK8634	TX	900
220	MARINA ESQUIVEL BARRERA	TRAVIS	78653	LDY1295	TX	1616

221	EMMA CLAIRE PETERS	WILLIAMSON	78626	GKB1580	TX	1296
222	KATHERINE E WALKER-DOBBSASHLEY MARIE BURSON	WILLIAMSON	78642	JPY0832	TX	1286
223	JOLENE NOEL EAGLE-WILLIAMS	WILLIAMSON	78613	LHF5542	TX	666
224	CRYSTAL MIRANDA SOLISRYAN EDWARD SOLIS	WILLIAMSON	78613	KDR1564	TX	971
225	MICHELLE LEIGH ATNIP	WILLIAMSON	78641	JPX6517	TX	1110
226	JOHN ELZIE BRITE JRAMANDA CRYSTAL BRITE	TRAVIS	78653	KJF4382	TX	1795
227	NATHAN DOUGLAS HENDRICKSSARAH JOAN HENDRCKS	WILLIAMSON	78641	LBV9633	TX	1387
228	STUART MAROLTKAYLEIGH MAROLT	WILLIAMSON	78641	LFP8270	TX	1115
229	JUSTIN CLIFFORD ANDERSON	TRAVIS	78750	KSR7352	TX	1348
230	MARYUM LASHAUN MITCHELL	WILLIAMSON	78613	KNP6489	TX	1895
231	JESSICA NICOLE CHOATEJON CHARLES CHOATE	WILLIAMSON	78642	HLY7012	TX	1327
232	JERRI DENISE JONES	WILLIAMSON	78641	KYD5600	TX	1317
233	GEORGE HUDGINS	WILLIAMSON	78642	AB61454	TX	1178
234	WILLIAM PARKER	TRAVIS	78729	FSR3261	TX	1322
235	JENNIFER ANNE MAY	WILLIAMSON	78642	KBM8431	TX	1234
236	RACHEL C MORGAN	WILLIAMSON	78729	JGZ6378	TX	1398
237	RUSSELL EUGENE NILSSON JRJOANNE MARIE NILSSON	WILLIAMSON	78641	GKB1956	TX	1344
238	MICHELLE NOBLE	TRAVIS	78641	KBM2815	TX	1177
239	JESSICA AMBER DAVIDSON MIGUEL ANGEL ORTIZ JR	TRAVIS	78745	GKB4902	TX	1349
240	KING FUTURES INC	TRAVIS	78645	KGV7270	TX	287
241	HEATHER JEAN HUBBARD	BURNET	78611	GHT3028	TX	1699
242	SPYKER TOWING & ROADSIDE ASSISTANCE, LLC	TRAVIS	78727	T6753J	TX	1352
243	STEPHANIE ANN NETHERTON	WILLIAMSON	78641	JWJ1499	TX	1580
244	NICOLE MARIE DEMICELLI	TRAVIS	78759	JWJ3290	TX	361
245	HERAWATI LOANIANGELICA NYOMAN	TRAVIS	78653	BTF9525	TX	1873
246	MARGERITE L MCLENNANZYBRA WYNETTE MCLENNAN	TRAVIS	78653	KZY7811	TX	2034
247	STEVEN DALE BOYERNANCY BELL BOYER	BURNET	78605	KPW3913	TX	1377
248	PAULA CANNON	BEXAR	78224	KFH6497	TX	1363
249	MARTONE T ROBERSON	WILLIAMSON	78641	AX12245	TX	1319
250	KEITH JOHN BRANGAN JR	WILLIAMSON	78641	JLK6608	TX	1121
251	NIKOS A FAZEN	WILLIAMSON	78641	JYP8322	TX	1168
252	WILLIAM G SHARAR II	HAYS	78610	HCF5215	TX	1012
253	KIM RIOS	WILLIAMSON	78641	DPN1635	TX	1376
254	GAIL ROCHELLE WHITLEY	TRAVIS	78653	GKB1054	TX	1875
255	JOHN MARSHALL LOWRY	WILLIAMSON	78681	KKB5563	TX	580
256	JOSHUA CEDRIC WILLIAMS	TRAVIS	78728	KFT8422	TX	1725
257	ERICA LYNN BRISENO	WILLIAMSON	78641	KNY9476	TX	1400

258	JULIE LAKE ADAMS	HUNT	78641	KHV4081	TX	1363
259	KRISTEN H IVICIC	WILLIAMSON	78613	HWD0143	TX	1402
260	SIMON JR HERNANDEZMELINDA HERNANDEZ	TRAVIS	78752	GPP7358	TX	1387
261	ELIZABETH LEWIS	TRAVIS	78641	KGW9306	TX	1275
262	CODY PLATTER	WILLIAMSON	78642	JZS7781	TX	1206
263	KOURTLYNN CHANDLER CESCHIN	WILLIAMSON	78641	HPM2776	TX	1384
264	JED ALEXANDER SPRINKLE	TRAVIS	78653	GSV7956	TX	1712
265	MICHAEL JEFFREY DECKERS BARBARA ANN DECKERS	WILLIAMSON	78641	AK73492	TX	1471
266	PRESERVATION OF YOUR HOME	TRAVIS	78653	5NDRT	TX	1855
267	CANDICE BECERRA	WILLIAMSON	78641	HPD1737	TX	1409
268	LINDA GAIL SPARKS	BURNET	78605	HVC6933	TX	1387
269	ROBERT VALERO	WILLIAMSON	78613	JXD5760	TX	1443
270	MONIQUE QUENESHIA HALL	TRAVIS	78653	HKT0511	TX	1967
271	PHILIP A KOST	WILLIAMSON	78641	GN95MD	TX	1777
272	LAURA L LENAMOND	WILLIAMSON	78641	LDD1563	TX	1426
273	MICHAEL EDWARD FOUTS	BASTROP	78612	JG5345	TX	1413
274	SONYA KAY FYKE	RANDALL	79110	DDW7909	TX	1269
275	REBECCA JEAN VILLARREALJUAN ARTURO VILLARREAL	WILLIAMSON	78641	HBV0460	TX	1297
276	LINDSAY ZICK	WILLIAMSON	78641	HVC4786	TX	1348
277	JAMES PRESTON BENEFIELD	WILLIAMSON	78641	LGV8647	TX	1327
278	CRAIG MICHAEL SMITH	TRAVIS	78641	GCK8160	TX	594
279	CARL PATRICK JAHNKE	WILLIAMSON	78641	GYS4268	TX	1302
280	YVONNE RENEE CONSTANCIO	WILLIAMSON	78641	KTL2582	TX	1554
281	LEIGH BALLEW	WILLIAMSON	78642	FGZ9624	TX	1412
282	TAFFY JOE GARZA	BASTROP	78621	KZY7634	TX	1944
283	MARGARET MARY BROWN	WILLIAMSON	78664	LBG8584	TX	1310
284	SEAN E CLARK	WILLIAMSON	76527	KBW7819	TX	1190
285	KOURTNEY ANN HACKER	WILLIAMSON	78641	GBC3044	TX	1425
286	REBECCA JOY CAUDLEJANILL DAWN IVES	WILLIAMSON	78641	GWV9531	TX	1492
287	STACY ELYSE JACKSON	WILLIAMSON	78642	GKV4120	TX	1381
288	KRISTI DAWN MAPLES	CORYELL	76522	KNN2761	TX	1367
289	REX ALTON HUTCHISON	WILLIAMSON	76161	GCL7249	TX	1366
290	MARSHA LEIGH GUERRERO	TRAVIS	78641	LNC9819	TX	1444
291	TRUSSMATE, INC.	WILLIAMSON	78642	KLV6369	TX	1412
292	DENNIS SCOTT LAVORANTE	TRAVIS	78734	DNM0698	TX	1289
293	JESSICA ANN KRUSE	WILLIAMSON	78641	HTM6775	TX	1442
294	CORY E STERLING	WILLIAMSON	78634	KGV8212	TX	312

295	ERIK EDWARD SMITH	WILLIAMSON	78729	FLJ1308	TX	523
296	ERICA MARIE SHEARER	WILLIAMSON	78642	LKD2207	TX	1596
297	EPHRANCE DURAN STEELE	WILLIAMSON	78641	LBT9196	TX	1845
298	RALPH MASSONI	TRAVIS	78641	AT09577	TX	1395
299	JANET WALSMITH	WILLIAMSON	78641	BW4P245	TX	1006
300	ANDREA NICHOLE PINNEY	WILLIAMSON	78613	HWR2927	TX	1264
301	JOSHUA ASHTON REBOLD	WILLIAMSON	78641	KLV4565	TX	1255
302	KIRK ALLAN KAUFFMAN	WILLIAMSON	78750	KNN3830	TX	1489
303	SHANIEKA MONAE MITCHELL	TRAVIS	78729	HPD5228	TX	570
304	MISTY CHALET CARRMICHAEL DWAYNE MILLER	WILLIAMSON	78665	KNP3703	TX	1293
305	ROXANNE RYLANDER	WILLIAMSON	78642	BLG9731	TX	1488
306	GWYNE MONTES	WILLIAMSON	78642	KNP8267	TX	498
307	SOLID CONCRETE LLC	WILLIAMSON	78641	LCX6185	TX	943
308	JEREMY RUSSELL GARLITZ	WILLIAMSON	78641	JDK2230	TX	1295
309	RODERICK LAMON STUBBLEFIELDRONDA JOYCE STUBBLEFIELD	WILLIAMSON	78641	KFT5698	TX	1485
310	MARIA DELIA GUTIERREZ GALVAN	TRAVIS	78641	KNP7872	TX	1450
311	MARLYS MICHELLE MENDEZJARED MARTEL TRAMEL	WILLIAMSON	78613	KFT4767	TX	1357
312	ROZLAND RENEE BROWNMAYIA NADEEN MILES	WILLIAMSON	78641	LFRO426	TX	1307
313	VALERIE ANN MITCHELL	WILLIAMSON	78641	CDT8701	TX	1480
314	TANYA YVONNE FUENTES	TRAVIS	78660	KXD4573	TX	1953
315	MATTHEW FONTENOT	WILLIAMSON	78613	JBM7183	TX	1326
316	JESSICA THAILING	WILLIAMSON	78645	FJK9096	TX	1496
317	ASHLEY SHARON FELDMAN	TRAVIS	78749	LKB1491	TX	1444
318	CHRISTINE DIANA RENSHAWALEJANDRO DAVALOS	WILLIAMSON	78664	KSR9353	TX	411
319	MIGUEL PENA GARCIA	TRAVIS	78653	LRH9472	TX	1887
320	CHAD ROBERT CLARKCHARITY MARIE CLARK	WILLIAMSON	78641	HVH7220	TX	1316
321	ERIC CHARLES CAMPBELL	TRAVIS	78641	BP14097	TX	1455
322	WILLIAM CLAUDE MILLER	TRAVIS	78757	KNP7618	TX	1326
323	RICHARD KEMPELEN MAESO-KEMP	WILLIAMSON	78641	CH7Z379	TX	1505
324	WADE TAYLORPLONNIE MAE TAYLOR	BASTROP	78621	LFR9527	TX	2043
325	ALMA SEFERINA TORRESCASSANDRA RODRIGUEZ	WILLIAMSON	78613	LHF3293	TX	1396
326	MICHAEL SCOTT WEST	TRAVIS	78641	AW47349	TX	1535
327	WESLEY DALE REYNOLDS	WILLIAMSON	78641	HJK8615	TX	1382
328	JAIRA HERNANDEZ	WILLIAMSON	78717	BPR3997	TX	1338
329	NATALIE ROBIN DOCKAL	WILLIAMSON	78641	KPR9749	TX	1224
330	CHRISTOPHER LEVAR JONES	WILLIAMSON	78613	KFV1487	TX	793
331	JENNIFER JOHNS	TRAVIS	78759	JRZ2342	TX	359

332	JOSEPH NICK MORENOCHRISTINA MARIE MORENO	WILLIAMSON	78641	CHW0316	TX	1514
333	WANDA JEAN FAJARDO	BELL	76541	LBL0707	TX	2048
334	LAWRENCE ONEIL HALL	WILLIAMSON	78613	JNJ6602	TX	1062
335	CARISSA GAYLE AQUIRRE	WILLIAMSON	78624	GRX7297	TX	1590
336	LAWRENCE KIBODEAUX JR	WILLIAMSON	78613	LGT7975	TX	1311
337	FATEMEH K HARKNESSWALTER RAY WILSON	WILLIAMSON	78641	KGJ6758	TX	1554
338	EUGENE S SWARTZ	WILLIAMSON	78641	JRR0899	TX	1028
339	ERIC ONHAN JIMENEZ GARCIA	BASTROP	78602	KNP5154	TX	655
340	KAYLA ALICIA-ANN SMITH	WILLIAMSON	78613	KLS0117	TX	1338
341	KELLY JEAN MORGANMATTHEW MICHAEL MORGAN	BURNET	78611	KSS2024	TX	1719
342	MACY BURTON	BEXAR	78108	JXZ0762	TX	1654
343	JENNIFER/RANDY HOFF	WILLIAMSON	78641	LGT3244	TX	1441
344	MICHAEL EUGENE LEWIS	TRAVIS	78660	LKF0168	TX	477
345	RICHARD BARRETT HENSLEY	WILLIAMSON	78641	HYB5190	TX	1375
346	DAVID WILLIAM-CHARLE MARINACCI	WILLIAMSON	78729	HZK7627	TX	957
347	THOMAS MIGUEL LAHME	WILLIAMSON	78641	HHM8049	TX	1576
348	JOHN WILSON HUFFMAN	WILLIAMSON	78717	GSW9190	TX	456
349	FRAN DEE MARIA MANOR JONESDAVID GARFIELD JONES	WILLIAMSON	78613	LVL6501	TX	1494
350	MICHAEL A MORAN	WILLIAMSON	78642	JMM7990	TX	1376
351	KATRINA MARIE ROSLANSKY	TRAVIS	78721	KGW1560	TX	2104
352	SARA ELAINE WARD	WILLIAMSON	78641	GGG9173	TX	1412
353	CRYSTAL L CHAPA	WILLIAMSON	78641	KJR5626	TX	1303
354	ERICA DOMINIQUE SIMS	TRAVIS	78641	JPX6443	TX	1459
355	RAMSEY NICOLE PEREZ	WILLIAMSON	78642	LHT0552	TX	1399
356	ALEXIS NICOLE DIMARCO	WILLIAMSON	78641	LNJ6979	TX	1400
357	J&A MARTINEZ CONSTRUCTION LLC	HAYS	78640	HMH4195	TX	745
358	NAOMI RENE RODRIGUEZ	WILLIAMSON	78717	LGZ1418	TX	1604
359	NATHAN RAY HALLMELLANI RIOS HALL	WILLIAMSON	78633	GRB5156	TX	1546
360	TYBRESHA DRISDALE	TRAVIS	78746	LXG2078	TX	482
361	TREVER DALE KING	TRAVIS	78641	JSC2222	TX	1514
362	ROBYN JOHNSON	TRAVIS	78660	JF1124	TX	1679
363	TAFT DOUGLAS BALDWIN	WILLIAMSON	78641	JRG8426	TX	1486
364	BRICE DANIEL SMITH	WILLIAMSON	78641	JHT0024	TX	1442
365	RUSKIN ANTHONY MORRIS	WILLIAMSON	78642	GRC5725	TX	1304
366	SANDRA CLARK SUBLETT	BASTROP	78621	LHS3505	TX	2058
367	JENNIFER MICHELL EHLY	WILLIAMSON	78641	HYB3682	TX	1609
368	MEGAN NICOLE BUIE	WILLIAMSON	78641	DMT1481	TX	1541

369	DARRYL LAMONT WHITEHEAD JR	WILLIAMSON	78641	FMS9300	TX	1537
370	NICOLE GERARD	WILLIAMSON	78641	CGL5517	TX	1689
371	JASMINE DEMETRA PERKINS	WILLIAMSON	78641	GZB4053	TX	1299
372	CASSANDRA LYNN RUIZ	WILLIAMSON	78641	HYB5368	TX	961
373	LADONNA ROSE DIMARCO	COLEMAN	78634	JSB1402	TX	1520
374	KENNETH WAYNE GREEN	WILLIAMSON	78613	JJV2787	TX	1600
375	JON DAVID MORALES JR	WILLIAMSON	78641	DR8G121	TX	1461
376	KELSEY MARIE ONEILL	WILLIAMSON	78641	DF5N963	TX	1555
377	JAMES LAWRENCE	WILLIAMSON	78628	CJL2777	TX	1624
378	MARIA SHAWNEE TOMAS	WILLIAMSON	78641	HHP3498	TX	1582
379	CHRISTINA MARIE KARASARRON D KARAS	WILLIAMSON	78664	KSR5964	TX	470
380	AUTUMN LYNNE ALDRICH	WILLIAMSON	78641	LHK8211	TX	1464
381	VALERIA SARLIVIVIANA SARLI	TRAVIS	78724	KNZ1863	TX	2273
382	RACHEL HELEN REEKSTIN	WILLIAMSON	78642	KDB2530	TX	1420
383	RANDI RENEE SUTHERLAND	BURNET	78605	JBM4752	TX	1849
384	STEPHANIE MARIE RICHARDAUNDRICK JUMON RICHARD	WILLIAMSON	78641	LCT9247	TX	1589
385	FELIPE CORONADO	TRAVIS	78653	LLL9116	TX	1890
386	JERRY LAWRENCE ELDREDLORRAINE B ELDRED	WILLIAMSON	78641	FXK8643	TX	1952
387	NICHOLAS JOHN TANORY	WILLIAMSON	78641	KGC2161	TX	1520
388	PAULA REIS AFONSO	WILLIAMSON	78613	FXK8233	TX	1404
389	JENNIFER LYNN EDWARDS DARRELL EDWARDS	WILLIAMSON	78641	JMM7928	TX	1553
390	LAUREL BETH VEGA ANDREW ALLEN VEGA	WILLIAMSON	78641	LPR5351	TX	1583
391	SHANNON RENEE LIVELY	WILLIAMSON	78642	KNN6904	TX	1531
392	SAGRARIO MIRANDA RANGELMANOLO PEREZ	TRAVIS	78645	LHS5559	TX	444
393	MIRANDA NICOLE PEREZ	WILLIAMSON	78613	KLC0274	TX	1081
394	KIMBERLY SUE SHIELDS	WILLIAMSON	78641	JJD9709	TX	1494
395	LIZA MARIE BARBOSA	TRAVIS	78610	KNP0855	TX	1657
396	PATRICIA LINDA JOHNSON	WILLIAMSON	78741	GKZ5976	TX	1714
397	JACOB MATTHEW KERN	WILLIAMSON	78641	GSV8510	TX	1544
398	KAYLEIGH ELIZABETH HARRIS	WILLIAMSON	78641	DF5779	TX	1051
399	LINDA LYNN SRUBAR	BURNET	78605	FHB0850	TX	1114
400	MELISA GAYLE BARTLEYPaul LENORD ROSS	WILLIAMSON	78641	FGZ9197	TX	1768
401	MICHAEL T BANKS	BEXAR	78201	KXV0968	TX	1826
402	BERT ROBERSON	BELL	78664	LFR9915	TX	349
403	JASON JURRELLS	WILLIAMSON	78641	JYV7491	TX	1630
404	DAVID LEE RALPH LAUREN ADELA RALPH	WILLIAMSON	78641	GC92BC	TX	1438
405	SUSAN ANDERSON	WILLIAMSON	78642	JSV9696	TX	1371

406	CRAIG SCOTT GRIPENTROG KELLIE JEAN GRIPENTROG	WILLIAMSON	78641	JNM9659	TX	1233
407	RYAN ANDREW MCWILLIAMS	WILLIAMSON	78641	FVP8649	TX	1660
408	NICK J REMMELL	WILLIAMSON	78641	HFH0501	TX	1657
409	TROY EDMUND GOLBAPATRICK ALLEN GOLBA	WILLIAMSON	78641	KFT4610	TX	1422
410	JULISSA YAMILETH COLLINS	TRAVIS	78729	GHL5861	TX	1680
411	KRISTY SMITH	WILLIAMSON	78641	JGH3913	TX	1640
412	IMAD ALIAUS MED TRANSPORTATION	WILLIAMSON	78628	JVG4842	TX	1526
413	ROSE KATHLEEN CAMPBELL CHRISTOPHER G DRAKE-CAMPBELL	WILLIAMSON	78641	KVM0875	TX	1600
414	EVAN GILBERT	WILLIAMSON	78641	LBB7760	TX	1612
415	RAY NICHOLAS GARCIA	WILLIAMSON	78642	HSC4565	TX	1644
416	ANALISA GALAN WILLIAMS	WILLIAMSON	78641	KGW7396	TX	1665
417	MARCUS BREAU CHEZ FRIAR	WILLIAMSON	78641	KNGDOM5	TX	1503
418	SHAWN RICHARD COBB	TRAVIS	78641	JSC2202	TX	1396
419	DANIEL VILLARREAL MIGUEL A NOGUERAS	TRAVIS	78752	JSX4329	TX	540
420	GABRIELLA MARIA KERBOW	WILLIAMSON	78613	LLN1120	TX	1591
421	MANUEL RILEY MILLER	TRAVIS	78748	KSS3055	TX	1611
422	URSALA ANN FRANO	WILLIAMSON	78641	JLJ7819	TX	1620
423	YOLANDA GAIL EASON	TRAVIS	78753	HPM3687	TX	2135
424	LEANDRE JERMAINE SHEPHERD	WILLIAMSON	78641	DYC6198	TX	1725
425	MICHELLE RAE BITON ROBERT GLEN TRAINER	WILLIAMSON	78641	HTN3683	TX	1453
426	REBECCA LYNN MALAN	WILLIAMSON	78613	KNP4294	TX	1681
427	SPYKER TOWING & ROADSIDE ASSISTANCE LLC	TRAVIS	78727	T1317K	TX	1664
428	JOSE ANTONIO JIMENEZ RITA TIJERINA JIMENEZ	WILLIAMSON	78641	KBZ0890	TX	1888
429	NATASHA MARTIN	WILLIAMSON	78613	HTL2978	TX	1297
430	ISIS ANAE JOHNSON	WILLIAMSON	78641	JRG4831	TX	1577
431	LINDSAY PATTON	WILLIAMSON	78642	JLK8290	TX	1665
432	MICHELLE DENE HARVEY	WILLIAMSON	78613	JWJ0433	TX	1638
433	VANESSA LYNETTE LOPEZ	WILLIAMSON	78641	HPD0600	TX	1590
434	OMM TRANSPORTATION	TRAVIS	78751	1L92898	TX	603
435	JEANETTE JIMENEZ DOMINGUEZ EUGENE ALVIN DOMINGUEZ	TRAVIS	78660	HWP6287	TX	370
436	HEATH RAY WINTERS	WILLIAMSON	78641	FJD2730	TX	1686
437	NAKEISHA LOVETTE DAVIS	WILLIAMSON	78641	JTY9215	TX	1715
438	LUIS C BARBA JR	WILLIAMSON	78613	KLK7702	TX	1869
439	MISTY MICHELLE ELWESS RYAN DUANE ELWESS	WILLIAMSON	78642	JZF7046	TX	1609
440	LANDYN TYLER MCGEE COURTNEY RAYE MCGEE	WILLIAMSON	78642	LCX6710	TX	1324
441	LATOYA DENISE DURANT	WILLIAMSON	78613	HJY4290	TX	1544
442	HAYDEE LILIANA CARCAMO	TRAVIS	78641	JLJ8757	TX	1575

443	EVERTREE CARE LLC	TRAVIS	78750	LMH4530	TX	751
444	PHILLIP K HOWARD	TRAVIS	78653	HCM5548	TX	2281
445	MIA DENEEN ROSA	TRAVIS	78653	5PFBS	TX	2333
446	GABRIELA OCAMPO BURITICA	WILLIAMSON	78613	GMP7042	TX	1341
447	SHEREE DENISE BAUTISTA	WILLIAMSON	78628	HCL4722	TX	1134
448	KIMBERLY JOANN JOHNSON	WILLIAMSON	78641	BRJ8558	TX	1801
449	JEFFREY SCOTT SUMMERSOLEDA SUMMER	WILLIAMSON	78641	KXD2345	TX	1953
450	RICHIE LANEHART HOOTSELL	WILLIAMSON	78642	LHP2041	TX	1468
451	LEONARDO RAMIREZ GARCIA	TRAVIS	78660	1L92889	TX	640
452	RYAN THOMAS DAVIS	WILLIAMSON	78613	KBY5534	TX	533
453	ERASMO OCHOATERESA OCHOA	VICTORIA	77904	AV18446	TX	1481
454	JOSE CARLOS CARDENAS LOPEZ	TRAVIS	78744	HJB7025	TX	1688
455	MARSHA DURANGO	BEXAR	78297	GYP5328	TX	477
456	MARK DOUGLAS BROWN II	WILLIAMSON	78641	KHY8442	TX	1525
457	WILLIAM ROBERT FAURIE	WILLIAMSON	78642	KVM3355	TX	1475
458	ETHAN CHANCE PRAYTOR	WILLIAMSON	78729	KKB9618	TX	1796
459	JULIANNA ADELINA AREVALOS	TRAVIS	78660	LHF4624	TX	1627
460	MOLLY K RITTER	WILLIAMSON	78641	JVK8995	TX	1610
461	VOCAR TRANSPORTATION, LLC	BEXAR	78219	1M79438	TX	820
462	NIKI L PATRIDGE	TRAVIS	78664	JCR6065	TX	504
463	JOSE MIGUEL CASTANEDAMICHEL GIOVANNI CASTANEDA	WILLIAMSON	78759	LDZ1949	TX	1768
464	LEONARD PERRY JR	WILLIAMSON	78613	JBM4886	TX	1653
465	NICHOLAS ALEXANDER JACKSONYOLANDA YVETTE MOTEN	WILLIAMSON	78641	LGT1341	TX	1555
466	LINDA KAY WILSON	TRAVIS	78723	KST9994	TX	2491
467	JASON EDWARD GREER	BASTROP	78653	1L02095	TX	754
468	ASHLEY ROSE DIMARCO	WILLIAMSON	78634	DNL2131	TX	1669
469	JAMES ROY CONKLE	WILLIAMSON	78642	7USMC	TX	1676
470	LARRY J WILLIAMS	WILLIAMSON	78642	LLN1596	TX	1457
471	JULIO MENZEL	TRAVIS	78653	1M57191	TX	603
472	JUAN ADRIAN FLORES JRDORA PEREZ	WILLIAMSON	78642	HHD9744	TX	1527
473	JENNIFER J SLAYTON	WILLIAMSON	78641	DFY3901	TX	1848
474	HOLLY LYNN MACK	WILLIAMSON	78664	KVP5368	TX	646
475	GABRIELA JACKSON	BEXAR	78641	JCR3852	TX	1745
476	VIRGINIA LYNN CASTELAN	WILLIAMSON	78641	LMB8900	TX	1710
477	STACY LEIGH HARRISJILL LEE HARRIS	CORYELL	76539	LBV1162	TX	1804
478	CHRISTOPHER ANTHONY CLARK	TRAVIS	78727	KBZ1085	TX	424
479	JESUS HILARIO MORENO DIAZLAURIE BETH RAMON	TRAVIS	78617	LDY9628	TX	1826



480	MYA DUBOIS KELLY	WILLIAMSON	78665	FFD7570	TX	462
481	ALEXIS DESIREE CANNONLEE ROY JACKSON KWENDA	WILLIAMSON	78641	HHJ0800	TX	1788
482	RODNEY GARCIASANDRA ANN GARCIA	WILLIAMSON	78641	LBB7528	TX	1857
483	JEREMY TODD DIORIO	WILLIAMSON	78641	KCD1749	TX	1576
484	FORREST ALLEN SMITH	WILLIAMSON	78641	KBM6883	TX	1722
485	MARY BEGGS HANNA	WILLIAMSON	78641	H4NN4	TX	1023
486	JARED LEE DAVIS LEE A DAVIS	WILLIAMSON	78717	KBM5217	TX	1759
487	ALFRED FIRENZE	TRAVIS	78660	GNC3250	TX	475
488	JEREMY EMERY HICKS	WILLIAMSON	78641	KPW1792	TX	1542
489	MATTHEW CHRISTOPHER WIERMAN	TRAVIS	78730	HWR4371	TX	1599
490	JOE CARLOS CARDENAS LOPEZ	TRAVIS	78744	GGH4835	TX	1728
491	GEORGE A DERRYBERRY IISARAH ELIZABETH REYNOLDS	WILLIAMSON	78613	KVM7070	TX	1326
492	GUNAY BRIGID HOOPER HUNTDAMARCUS D HUNT	WILLIAMSON	78641	KNZ3892	TX	1638
493	SHELBY NICOLE MIXON	WILLIAMSON	78681	GWZ2957	TX	1578
494	ROBERT RICHARD MOTTER	WILLIAMSON	78728	HZK1779	TX	507
495	RAVI KUMAR RAO	TRAVIS	78717	KGX2471	TX	1505
496	GRACE ANN JAMESJIMMY DON JAMES	TRAVIS	78660	HYB2206	TX	1509
497	NATHAN DOUGLAS HENDRICKS	WILLIAMSON	78641	LDY7586	TX	1928
498	NICOLAS JESUS MACDONALD	WILLIAMSON	78641	GSV9028	TX	788
499	JESSIE BROTHERS	WILLIAMSON	78641	LNC9005	TX	1769
500	GABRIELLE RENEE ROBBINS	WILLIAMSON	78641	KMP1932	TX	1747
501	MOHAMED M DAKKAK	WILLIAMSON	78642	HWP3673	TX	1673
502	JOHN XAVIER BUENTELLO JRJOHN XAVIER BUENTELLO	COMAL	78130	JLK7191	TX	1934
503	MARINETTE MARTINANTHONY MARTIN	WILLIAMSON	78641	CBZ0865	TX	1874
504	ROBERTO MARTINEZ MENDOZA	WILLIAMSON	78641	LCC2843	TX	1807
505	CARRIE LYNN BURNETT	WILLIAMSON	78641	LNJ9081	TX	1253
506	LISA HOGAN	TRAVIS	78641	JDG6288	TX	1931
507	JARDIEL PEREZ GUTIERREZ	TRAVIS	78645	LBV6503	TX	1626
508	KATHERINE E BOTTLINGERGUSTAVO OTERO REYNA	WILLIAMSON	78613	HCM6288	TX	1969
509	RICHARD NELSON OSBORNE	WILLIAMSON	78641	GSW7841	TX	1876
510	TONY GARZA	TRAVIS	78748	LBV7491	TX	1458
511	ROSHARA CLOUGHANDREW CLOUGH	WILLIAMSON	78641	KYK1737	TX	1404
512	JOHN DANIEL HARVEY JR	WILLIAMSON	78641	LLY5684	TX	1933
513	IVAN ANTONIO BARRIOS	TRAVIS	78728	KYT8502	TX	430
514	JESSICA NICOLE CHOATEJON CHARLES CHOATE	WILLIAMSON	78641	JMM9038	TX	1656
515	SHAWN JAMES SCHEFFER	WILLIAMSON	78641	JVS6987	TX	1736
516	STEVE PRUNEDA	HAYS	78640	1L28640	TX	526

517	JOSE CARLOS CARDENAS LOPEZ	TRAVIS	78744	JGK8355	TX	1625
518	3T SEPTIC SERVICES, LLC	WILLIAMSON	78642	LVK9336	TX	873
519	TRICHELLE DONTA-MONIQUE LEE	WILLIAMSON	78641	JYZ4723	TX	1884
520	KESHONNEE LYNCH	WILLIAMSON	78641	FPB0765	TX	1569
521	KENDRA BRIANA GOSLEE	WILLIAMSON	78613	KPW4326	TX	1433
522	WILLIAM TUAN KEELER	BELL	76542	LHB2950	TX	1930
523	TONYA LOUISE HUDSON	WILLIAMSON	78642	KYT6594	TX	2068
524	PANGCHA STEPHANIE THAO	WILLIAMSON	78613	HGL2225	TX	1726
525	RICARDO QUINONES	TRAVIS	78645	KYD3047	TX	1023
526	SOSINA ALAMAYEHUEDOM GHION	WILLIAMSON	78641	KFT2510	TX	635
527	STEPHANIE M GIBSON	WILLIAMSON	78641	HZF6987	TX	2085
528	OZA JACKSON	BEXAR	78228	HVC8297	TX	2067
529	KATHERINE WEBSTERSIMEON WEBSTER	WILLIAMSON	78641	FTR9692	TX	1802
530	MATT MUTH	TRAVIS	78653	DPD3928	TX	2508
531	LANCE MARSHALL MUSSLEWHITE	WILLIAMSON	78641	HPD5837	TX	1896
532	FABIAN EZEQUIEL PECINA	WILLIAMSON	78613	JWH0151	TX	2057
533	SAMANTHA J RODRIGUEZ	WILLIAMSON	78641	JRV2757	TX	1472
534	CHRIS EGBE	WILLIAMSON	78628	FYS2809	TX	792
535	ALEXANDER CILIOUS LEAK	BASTROP	78621	LBV4821	TX	1925
536	KOLBY JOSEPH PETRUSJUDITH BOISCLAIR IULO	WILLIAMSON	78642	KKB7851	TX	2192
537	SHERRY ANN DAVENPORT	TRAVIS	78653	KSD9590	TX	2741
538	JAMES MELVIN BAILEY SOTO	WILLIAMSON	78641	DDD4792	TX	2088
539	NANCY L FRENCH	WILLIAMSON	78641	KLK2927	TX	2048
540	ALL POINTS GROUP LP EDWARD E LAMME	TRAVIS	78746	CVT7794	TX	1392
541	ZACK RYAN RODGERS	WILLIAMSON	78641	DFY2617	TX	2103
542	TERRY HAGERMAN	WILLIAMSON	78641	KPW3161	TX	1724
543	RHONDA MOORE DENSMORE	WILLIAMSON	78613	JCR6980	TX	2185
544	MERRY CARLA WENZEL	TRAVIS	78641	CTG3990	TX	2050
545	ORLIA AGUILARMARIA DELIA GUTIERREZ	TRAVIS	78641	KSD3432	TX	2206
546	JENNIFER MICHELLE HARRIS	CORYELL	76522	GSH2840	TX	984
547	KAITLYN MICHELLE JONES	WILLIAMSON	78626	JVH1079	TX	421
548	ROY D SMITH	WILLIAMSON	78642	BFD8115	TX	2155
549	ROSE MARIE SCOTTDONALD LEE DAUGHTRY II	LUBBOCK	79416	LHS7163	TX	1907
550	RAYMOND PENA LEDESMA	WILLIAMSON	78641	LHF6796	TX	1955
551	SUMMER STANALAND JURRELLSJASON JURRELLS	WILLIAMSON	78641	KTS8505	TX	1817
552	ELIZABETH CONTRERAS	TRAVIS	78728	JBN7062	TX	693
553	SHONNA LYNN CARTER	TRAVIS	78750	KBM5899	TX	2165

554	MOZELL REGINA SWISTROBERT LEE CLEVELAND	TRAVIS	78753	GCL5100	TX	2860
555	TRAVIS J HOFMANN	WILLIAMSON	78641	DJV9844	TX	1532
556	TIMOTHY EUGENE DOYAL JRELSA HERNANDEZ	TRAVIS	78728	KHZ7817	TX	3019
557	KUANDA KINSHASA CHRETIEN	WILLIAMSON	78665	LHT2694	TX	488
558	TREVOR JOHN STEVENS	WILLIAMSON	78641	LFP9651	TX	2116
559	CAROLYN SUSAN BASKERVILLE	WILLIAMSON	78613	CYS3834	TX	1510
560	MISTY LYNN TYSON	WILLIAMSON	78642	FVW6523	TX	1998
561	JENNIFER KNAPP	WILLIAMSON	78641	JMN0811	TX	2033
562	RODNEY PAUL SCHULTZ	MCLENNAN	78613	LGH3284	TX	1452
563	ERIK MARTINEZNORMALINDA MARTINEZ	WILLIAMSON	78642	BTH7553	TX	2352
564	ELIZABETH TORRES GARCIA	WILLIAMSON	78641	DYX5529	TX	2089
565	MARISELA GONZALEZ LADSON	WILLIAMSON	78641	GKZ9558	TX	2305
566	SHELLY LEAH DULLING	WILLIAMSON	78613	KNP4127	TX	2624
567	TERRAN BROOKE HERRERA	WILLIAMSON	78613	JDR8225	TX	2045
568	JESUS HERNANDEZAMBER RENEE SEALS	WILLIAMSON	78634	LMJ2525	TX	549
569	LIANA TRINETTE MCQUEEN	WILLIAMSON	78729	CWB6635	TX	2571
570	MARISSA ROSE JASON	WILLIAMSON	78681	JSK8752	TX	444
571	RAY EDWARD PERKINS IJASMINE DEMETRA PERKINS	WILLIAMSON	78641	JVH1349	TX	1753
572	NORMILINDA IVARRA MARTINEZ	WILLIAMSON	78642	JWJ7142	TX	2438
573	MADISON PAIGE BROWN	TRAVIS	78731	LHF2485	TX	515
574	JOSEPH DAVID UPPLISA MARIE HREBIK	BURNET	78657	GZV0071	TX	2383
575	TORYE NICOLE BOLT	WILLIAMSON	78642	LGV4956	TX	1675
576	STEPHANIE GRACE SMITH	WILLIAMSON	78613	GWW9750	TX	2446
577	ERIN LEIGH VEALEMATTHEW ALEXANDER WHITE	WILLIAMSON	78613	LNW0303	TX	812
578	CYNTHIA FLORVIL	WILLIAMSON	78664	CGJ9084	TX	538
579	SHENITA A DAVIS	TRAVIS	78741	KJF1261	TX	701
580	SHERRY M BEDAR	WILLIAMSON	78641	HVC7481	TX	2174
581	REBECCA S MARTINEZ	WILLIAMSON	78664	JVH0927	TX	496
582	JOHN DUMAS	WILLIAMSON	78642	GGT5029	TX	1248
583	REBECCA MONTOYAROBERT CHRISTOPHER ROBLES II	WILLIAMSON	78641	HFZ8886	TX	1985
584	ASHLEY D STEFFANS	WILLIAMSON	78641	JJG4619	TX	1930
585	SERAFIN MONDRAGON-AYALA	TRAVIS	78723	FPX7858	TX	2362
586	ANGELA JEANNE ZUNIGA	WILLIAMSON	78641	DNM8144	TX	2344
587	CONSTANCE JEAN WOODARD	TRAVIS	78729	JZR2330	TX	603
588	CODY PATRICK RUCKER	BASTROP	78660	1M62722	TX	785
589	KEVIN M MCKENZIE	TRAVIS	78762	1M71477	TX	1127
590	DEANNA SUSAN WINN	WILLIAMSON	78665	KNP1615	TX	505

591	JASON TROY DUNLAP	WILLIAMSON	78641	LRW1376	TX	1318
592	JENELIN GIVELY TORREZ	TRAVIS	78727	LHT3749	TX	579
593	SABINO ALFARO GUERRERO	WILLIAMSON	78641	LMH4551	TX	2397
594	JACQUELINE PATRICIA SOLARES	WILLIAMSON	78630	KNP9929	TX	2668
595	ROBERT LEE SOWELLS III	WILLIAMSON	78641	FJD3058	TX	1760
596	LANCE LANELL HINES	WILLIAMSON	78641	HTN2602	TX	2737
597	JESUS SALDANA	TRAVIS	78752	JDJ3198	TX	2821
598	TOINETTE LEIGH DUBOSERASHAN LAMEK DUBOSE	TRAVIS	78653	KZP8100	TX	1066
599	LORI ANN PENN	BASTROP	78621	JDJ9585	TX	2850
600	RICHARD TIMOTHY SCIALABBADINA SCIALABBA	WILLIAMSON	78641	KGW5401	TX	2440
601	STEPHANIE LYN FLOWERS	WILLIAMSON	78613	LHF3287	TX	1630
602	LIZA LANETTE NORIEGAEULALIO PENA	TRAVIS	78653	FBV4852	TX	3833
603	TOYA JUSTICEONNIE JUSTICE JR	WILLIAMSON	78641	GSW2316	TX	3135
604	KRYSTAL NICOLE ALEMAN	WILLIAMSON	78641	LDD2424	TX	2808
605	ROBERT GARRETT	WILLIAMSON	78642	KJZ6868	TX	1760
606	MIKEY'S TRANSPORT LLC	TRAVIS	78660	1M57198	TX	1072
607	VEHICLE TITLING TRUST	TRAVIS	77339	R184332	TX	2555

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

**RESOLUTION NO. 20-002**

**AMENDING MOBILITY AUTHORITY POLICY CODE SECTION 301.004 TO PROVIDE  
A HARDSHIP EXEMPTION TO CERTAIN QUALIFIED VETERANS**

WHEREAS, by Resolution No. 18-039, dated July 25, 2018, the Board approved the development of a veteran toll waiver program to provide free or discounted use of Central Texas Regional Mobility Authority (Mobility Authority) toll projects to veterans eligible under Section 372.053, subject to certain restrictions set forth in Resolution 18-039; and

WHEREAS, by Resolution 18-059, dated October 31, 2018, the Board approved certain amendments to Mobility Authority Policy Code, Chapter 3, Article 1, Subchapters A & B, including revisions to Section 301.004 to implement the Qualified Veterans Toll Discount Program; and

WHEREAS, participation in the Qualified Veterans Toll Discount Program is currently limited to one (1) vehicle per qualified veteran; and

WHEREAS, in 2019, the 86<sup>th</sup> Texas Legislature passed and the Governor signed S.B. 1091, which amended Section 372.053 of the Transportation Code to require a toll project entity such as the Mobility Authority that implements a veteran toll waiver program with a limit of one (1) vehicle per participating veteran, to allow an eligible veteran to receive the discount on a second vehicle upon a demonstration of hardship, as determined by the toll project entity; and

WHEREAS, the Executive Director recommends amending Mobility Authority Policy Code Section 301.004 as shown in Exhibit A to comply with Texas Transportation Code § 372.053, as amended.

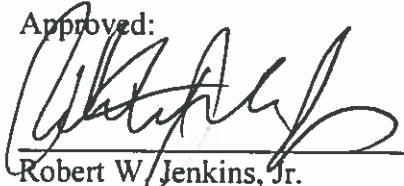
NOW, THEREFORE, BE IT RESOLVED that the Board hereby amends Section 301.004 of the Mobility Authority Policy Code as shown in Exhibit A attached hereto.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29<sup>th</sup> day of January 2020.

Submitted and reviewed by:

  
\_\_\_\_\_  
Geoffrey Petrov, General Counsel

Approved:

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

**Exhibit A**

### 301.004 Exemption from Toll

- (a) The operator or the registered owner of a vehicle operated on an authority toll facility is required to pay the toll established by this subchapter unless the vehicle is exempted by federal law, state law or by this section.
- (b) An authorized emergency vehicle defined by Section 541.201, Transportation Code, is exempt from paying a toll to use an authority toll facility under Section 370.177, Transportation Code.
- (c) A state or federal military vehicle is exempt from paying a toll to use an authority toll facility under Section 362.901, Transportation Code.
- (d) Through December 31, 2021, recipients of the Congressional Medal of Honor, Legion of Valor and Purple Heart awards as well as Disabled Veterans are eligible to participate in the Qualified Veterans Toll Discount Program. ~~To~~ be exempt from paying a toll to use the authority's non variable rate toll facilities, Participation is limited to no more than two vehicles per qualified veteran, the designated primary plate and an additional plate upon demonstration of a hardship as determined by the Executive Director. All participants must be registered with the authority; the vehicle must be registered with the Texas Department of Motor Vehicles; the vehicle must have a qualifying specialty plate and have it properly displayed; the vehicle must be associated to an electronic toll tag account; and the participating veteran must have no outstanding CTRMA toll violations at the time of the transaction. ~~Participation is limited to one (1) vehicle per qualified veteran.~~ The exemption does not apply to the authority's express lane facilities.
- (e) Under Section 370.177(a-1), Transportation Code, and to facilitate a multi-modal transportation system that ensures safe and efficient travel for all individuals in central Texas, a vehicle used exclusively to provide transportation to a member of the public under a transit program established and managed by the Capital Metropolitan Transportation Authority or the Capital Area Rural Transportation System is exempt from paying a toll to use an authority toll facility.
- (f) The authority will create technical procedures to implement the toll exemptions described and established by this section.

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

**RESOLUTION NO. 20-003**

**ACCEPT THE FINANCIAL STATEMENTS FOR NOVEMBER 2019 AND  
DECEMBER 2019**

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

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

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

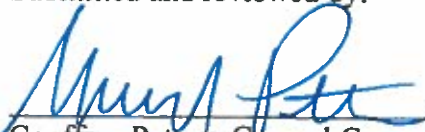
WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements necessary for the month of November 2019, and has caused financial statements to be prepared and attached to this resolution as Exhibit A; and

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

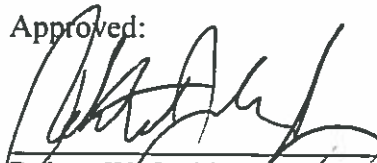
NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the financial statements for November 2019 and December 2019, attached hereto as Exhibit A and Exhibit B respectively.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29<sup>th</sup> day of January 2020.

Submitted and reviewed by:

  
\_\_\_\_\_  
Geoffrey Petrov, General Counsel

Approved:

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



**Exhibit A**

**Financial Statements for November 2019**

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending November 30, 2019**

	Budget			
	Amount FY	Actual Year to	Percent of	Actual Prior
	2020	Date	Budget	Year to Date
<b>REVENUE</b>				
<b>Operating Revenue</b>				
Toll Revenue - Tags	97,816,954	39,390,525	40.27%	33,191,057
Video Tolls	24,963,459	9,495,729	38.04%	8,345,763
Fee Revenue	7,589,784	3,863,750	50.91%	2,470,573
<b>Total Operating Revenue</b>	<b>130,370,198</b>	<b>52,750,005</b>	<b>40.46%</b>	<b>44,007,392</b>
<b>Other Revenue</b>				
Interest Income	4,000,000	3,545,574	88.64%	1,884,379
Grant Revenue	5,541,945	19,218	0.35%	-
Misc Revenue	2,000	-	-	37,200
Gain/Loss on Sale of Asset	-	11,117	-	-
<b>Total Other Revenue</b>	<b>9,543,945</b>	<b>3,575,909</b>	<b>37.47%</b>	<b>1,921,579</b>
<b>TOTAL REVENUE</b>	<b>\$139,914,143</b>	<b>\$56,325,914</b>	<b>40.26%</b>	<b>45,928,971</b>
<b>EXPENSES</b>				
<b>Salaries and Benefits</b>				
Salary Expense-Regular	4,469,989	1,567,450	35.07%	1,378,483
Salary Reserve	80,000	-	-	-
TCDRS	632,057	214,996	34.02%	183,196
FICA	204,345	52,767	25.82%	47,248
FICA MED	67,769	22,825	33.68%	20,080
Health Insurance Expense	510,761	168,156	32.92%	145,719
Life Insurance Expense	8,034	4,635	57.69%	4,566
Auto Allowance Expense	10,200	3,825	37.50%	3,825
Other Benefits	122,131	42,130	34.50%	26,634
Unemployment Taxes	2,823	1	0.02%	222
<b>Total Salaries and Benefits</b>	<b>6,108,109</b>	<b>2,076,786</b>	<b>34.00%</b>	<b>1,809,972</b>

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending November 30, 2019**

	Budget Amount FY 2020	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>Administrative</b>				
<b>Administrative and Office Expenses</b>				
Accounting	10,000	3,294	32.94%	3,316
Auditing	125,000	97,736	78.19%	74,571
Human Resources	40,000	1,288	3.22%	2,892
IT Services	307,700	46,530	15.12%	31,741
Internet	450	62	13.73%	2,161
Software Licenses	123,100	17,425	14.15%	20,142
Cell Phones	23,891	6,676	27.94%	6,077
Local Telephone Service	120,000	1,263	1.05%	2,794
Overnight Delivery Services	550	47	8.52%	15
Local Delivery Services	725	12	1.69%	12
Copy Machine	14,735	6,360	43.16%	6,138
Repair & Maintenance-General	14,200	4,064	28.62%	1,710
Community Meeting/ Events	12,000	-	-	-
Meeting Expense	14,750	6,580	44.61%	2,595
Public Notices	100	(9)	-9.00%	-
Toll Tag Expense	4,150	1,000	24.10%	1,052
Parking / Local Ride Share	2,800	803	28.67%	398
Mileage Reimbursement	8,300	1,270	15.30%	1,291
Insurance Expense	256,200	104,683	40.86%	79,971
Rent Expense	720,000	136,864	19.01%	227,376
Building Parking	27,000	6,149	22.77%	-
Legal Services	500,000	76,276	15.26%	87,890
<b>Total Administrative and Office Expenses</b>	<b>2,325,651</b>	<b>518,370</b>	<b>22.29%</b>	<b>552,140</b>
<b>Office Supplies</b>				
Books & Publications	5,000	-	-	2,720
Office Supplies	17,000	3,360	19.77%	2,961
Misc Office Equipment	10,250	2,783	27.15%	4,317
Computer Supplies	169,400	7,388	4.36%	4,912
Copy Supplies	3,000	580	19.34%	413
Other Reports-Printing	8,000	-	-	-
Office Supplies-Printed	5,250	1,399	26.65%	1,120
Misc Materials & Supplies	750	-	-	-
Postage Expense	850	129	15.22%	153
<b>Total Office Supplies</b>	<b>219,500</b>	<b>15,640</b>	<b>7.13%</b>	<b>16,595</b>

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending November 30, 2019**

	Budget Amount FY 2020	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>Communications and Public Relations</b>				
Graphic Design Services	60,000	-	-	11,839
Website Maintenance	105,000	7,512	7.15%	17,073
Research Services	770,000	20,295	2.64%	(56,385)
Communications and Marketing	300,500	95,219	31.69%	103,745
Advertising Expense	755,000	77,240	10.23%	76,679
Direct Mail	10,000	-	-	-
Video Production	150,000	-	-	8,820
Photography	10,000	180	1.80%	4,895
Radio	50,000	3,480	6.96%	210
Other Public Relations	140,000	1,952	1.39%	21,475
Promotional Items	20,000	5,749	28.74%	-
Annual Report printing	6,500	-	-	2,728
Direct Mail Printing	30,000	-	-	-
Other Communication Expenses	56,204	11,843	21.07%	1,100
<b>Total Communications and Public Relations</b>	<b>2,463,204</b>	<b>223,469</b>	<b>9.07%</b>	<b>192,180</b>
<b>Employee Development</b>				
Subscriptions	4,725	414	8.76%	542
Agency Memberships	65,000	37,378	57.50%	35,392
Continuing Education	11,000	1,159	10.54%	250
Professional Development	31,500	5,235	16.62%	416
Other Licenses	800	80	10.00%	203
Seminars and Conferences	45,855	6,454	14.07%	6,568
Travel	130,810	52,551	40.17%	45,415
<b>Total Employee Development</b>	<b>289,690</b>	<b>103,271</b>	<b>35.65%</b>	<b>88,786</b>
<b>Financing and Banking Fees</b>				
Trustee Fees	52,000	33,600	64.62%	26,075
Bank Fee Expense	6,500	783	12.04%	2,260
Continuing Disclosure	15,000	134	0.89%	-
Arbitrage Rebate Calculation	10,000	9,250	92.50%	8,395
Rating Agency Expense	30,000	24,000	80.00%	16,000
<b>Total Financing and Banking Fees</b>	<b>113,500</b>	<b>67,767</b>	<b>59.71%</b>	<b>52,730</b>
<b>Total Administrative</b>	<b>5,411,545</b>	<b>928,516</b>	<b>17.16%</b>	<b>902,431</b>

**Central Texas Regional Mobility Authority  
Income Statement  
For the Period Ending November 30, 2019**

	Budget Amount FY 2020	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>Operations and Maintenance</b>				
<b>Operations and Maintenance Consulting</b>				
GEC-Trust Indenture Support	294,000	86,021	29.26%	4,473
GEC-Financial Planning Support	285,000	14,901	5.23%	11,236
GEC-Toll Ops Support	1,498,223	115,393	7.70%	32,403
GEC-Roadway Ops Support	1,404,000	53,498	3.81%	134,011
GEC-Technology Support	1,028,000	327,972	31.90%	327,909
GEC-Public Information Support	325,000	56,169	17.28%	7,620
GEC-General Support	2,221,000	368,441	16.59%	234,017
General System Consultant	1,318,627	208,322	15.80%	151,580
Traffic Modeling	150,000	-	-	41,030
Traffic and Revenue Consultant	300,000	115,229	38.41%	89,702
<b>Total Operations and Maintenance Consulting</b>	<b>8,823,850</b>	<b>1,345,946</b>	<b>15.25%</b>	<b>1,033,982</b>
<b>Roadway Operations and Maintenance</b>				
Roadway Maintenance	4,400,000	1,060,617	24.10%	736,131
Maintenance Supplies-Roadway	237,000	16,735	7.06%	18,976
Tools & Equipment Expense	1,500	459	30.61%	131
Gasoline	21,600	5,811	26.90%	6,772
Repair & Maintenance-Vehicles	4,000	2,701	67.52%	2,415
Electricity - Roadways	250,000	70,400	28.16%	61,402
<b>Total Roadway Operations and Maintenance</b>	<b>4,914,100</b>	<b>1,156,723</b>	<b>23.54%</b>	<b>825,827</b>

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending November 30, 2019**

	Budget Amount FY 2020	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>Toll Processing and Collection Expense</b>				
Image Processing	3,392,460	463,262	13.66%	209,429
Tag Collection Fees	7,283,817	2,323,803	31.90%	4,590,379
Court Enforcement Costs	50,001	-	-	7,875
DMV Lookup Fees	999	294	29.44%	126
<b>Total Processing and Collection Expense</b>	<b>10,727,277</b>	<b>2,787,359</b>	<b>25.98%</b>	<b>4,807,809</b>
<b>Toll Operations Expense</b>				
Generator Fuel	2,500	543	21.74%	-
Fire and Burglar Alarm	599	123	20.60%	123
Refuse	1,500	752	50.13%	496
Telecommunications	-	38,258	-	21,913
Water - Irrigation	10,000	2,346	23.46%	1,344
Electricity	2,500	59	2.35%	550
ETC spare parts expense	25,000	-	-	-
Repair & Maintenance Toll Equip	150,000	-	-	-
Law Enforcement	274,998	-	-	181,204
ETC Maintenance Contract	4,524,237	512,422	11.33%	341,614
ETC Toll Management Center System Operation	402,587	-	-	-
ETC Development	2,361,999	400,124	16.94%	49,533
ETC Testing	252,999	-	-	-
<b>Total Toll Operations Expense</b>	<b>8,008,919</b>	<b>954,627</b>	<b>11.92%</b>	<b>596,778</b>
<b>Total Operations and Maintenance</b>	<b>32,474,146</b>	<b>6,244,655</b>	<b>19.23%</b>	<b>7,264,395</b>
<b>Other Expenses</b>				
<b>Special Projects and Contingencies</b>				
HERO	150,000	49,276	32.85%	-
Special Projects	400,001	11,563	2.89%	-
71 Express Net Revenue Payment	4,500,000	1,145,572	25.46%	1,306,139
Technology Task Force	525,000	38,736	7.38%	55,599
Other Contractual Svcs	150,000	46,500	31.00%	85,465
Contingency	400,000	-	-	-
<b>Total Special Projects and Contingencies</b>	<b>6,125,001</b>	<b>1,291,648</b>	<b>21.09%</b>	<b>1,447,204</b>

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending November 30, 2019**

	Budget Amount FY 2020	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>Non Cash Expenses</b>				
Amortization Expense	771,625	373,388	48.39%	183,684
Amort Expense - Refund Savings	1,050,000	437,486	41.67%	430,500
Dep Exp- Furniture & Fixtures	2,620	1,089	41.57%	1,089
Dep Expense - Equipment	16,000	43,440	271.50%	6,666
Dep Expense - Autos & Trucks	40,500	12,393	30.60%	11,099
Dep Expense-Buildng & Toll Fac	176,800	73,645	41.65%	73,645
Dep Expense-Highways & Bridges	38,568,000	13,095,501	33.95%	10,095,313
Dep Expense-Toll Equipment	3,670,250	1,455,529	39.66%	956,327
Dep Expense - Signs	326,200	253,858	77.82%	137,118
Dep Expense-Land Improvemts	884,935	442,467	50.00%	368,723
Depreciation Expense-Computers	9,600	20,120	209.58%	4,709
<b>Total Non Cash Expenses</b>	<b>45,516,530</b>	<b>16,208,915</b>	<b>35.61%</b>	<b>12,268,873</b>
<b>Total Other Expenses</b>	<b>51,641,531</b>	<b>17,500,562</b>	<b>33.89%</b>	<b>13,716,076</b>
<b>Non Operating Expenses</b>				
Bond issuance expense	250,000	94,480	37.79%	2,349,399
Loan Fee Expense	75,000	13,500	18.00%	13,500
Interest Expense	43,741,254	16,024,469	36.63%	13,675,166
CAMPO RIF Payment	-	3,000,000	-	2,000,000
Community Initiatives	325,000	19,983	6.15%	29,042
<b>Total Non Operating Expenses</b>	<b>44,391,254</b>	<b>19,152,432</b>	<b>43.14%</b>	<b>18,067,107</b>
<b>TOTAL EXPENSES</b>	<b>\$140,026,585</b>	<b>\$45,902,951</b>	<b>32.78%</b>	<b>\$41,759,982</b>
<b>Net Income</b>	<b>(\$112,442)</b>	<b>\$10,422,963</b>		<b>4,168,989</b>

**Central Texas Regional Mobility Authority**  
**Balance Sheet**  
**as of November 30, 2019**

	as of 11/30/2019		as of 11/30/2018	
<b>ASSETS</b>				
<b>Current Assets</b>				
<b>Cash</b>				
Regions Operating Account	\$	165,262	\$	568,338
Cash in TexStar		438,219		230,701
Regions Payroll Account		157,363		174,368
<b>Restricted Cash</b>				
Goldman Sachs FSGF 465		204,390,102		247,219,171
Restricted Cash - TexSTAR		269,533,829		158,428,834
Overpayments account		476,594		288,417
<b>Total Cash and Cash Equivalents</b>		<u>475,161,369</u>		<u>406,909,829</u>
<b>Accounts Receivable</b>				
Accounts Receivable		2,776,451		1,141,083
Due From Other Agencies		69,013		27,773
Due From TTA		1,825,110		1,388,973
Due From NTTA		897,887		831,819
Due From HCTRA		2,437,316		1,189,761
Due From TxDOT		1,294,055		763,575
Interest Receivable		493,972		433,270
<b>Total Receivables</b>		<u>9,793,803</u>		<u>5,776,253</u>
<b>Short Term Investments</b>				
Treasuries		59,806,853		24,891,016
Agencies		30,093,855		109,644,554
<b>Total Short Term Investments</b>		<u>89,900,709</u>		<u>134,535,570</u>
<b>Total Current Assets</b>		<u>574,855,881</u>		<u>547,221,651</u>
<b>Total Construction in Progress</b>		526,436,922		664,943,762
<b>Fixed Assets (Net of Depreciation and Amortization)</b>				
Computers		780		25,424
Computer Software		3,941,854		832,197
Furniture and Fixtures		8,930		11,544
Equipment		6,082		12,705
Autos and Trucks		54,761		48,419
Buildings and Toll Facilities		4,873,617		5,040,054
Highways and Bridges		1,188,322,647		887,691,054
Toll Equipment		25,599,600		17,700,449
Signs		13,569,551		10,499,351
Land Improvements		8,485,348		9,370,282
Right of way		88,149,606		88,149,606
Leasehold Improvements		163,914		124,873
<b>Total Fixed Assets</b>		<u>1,333,176,691</u>		<u>1,019,505,958</u>
<b>Other Assets</b>				
Intangible Assets-Net		101,978,143		103,042,183
2005 Bond Insurance Costs		3,985,487		4,198,996
Prepaid Insurance		444,087		307,288
Deferred Outflows (pension related)		866,997		290,396
Pension Asset		177,226		826,397
<b>Total Other Assets</b>		<u>107,451,940</u>		<u>108,665,259</u>
<b>Total Assets</b>		<u><u>\$ 2,541,921,434</u></u>		<u><u>\$ 2,340,336,632</u></u>



**Central Texas Regional Mobility Authority**  
**Balance Sheet**  
**as of November 30, 2019**

	as of 11/30/2019	as of 11/30/2018
<b>LIABILITIES</b>		
<b>Current Liabilities</b>		
Accounts Payable	\$ 121,200	\$ 18,245
Construction Payable	24,246,681	1,791,085
Overpayments	479,730	291,333
Interest Payable	24,178,917	21,806,294
TCDRS Payable	61,165	54,727
Due to other Agencies	14,503	4,043,829
Due to TTA	744,247	3,809,327
Due to NTTA	61,074	354,830
Due to HCTRA	90,901	164,739
Due to Other Entities	2,102,842	1,497,365
71E TxDOT Obligation - ST	2,868,712	2,876,305
<b>Total Current Liabilities</b>	<b>54,969,973</b>	<b>36,708,078</b>
<b>Long Term Liabilities</b>		
Compensated Absences	541,425	282,775
Deferred Inflows (pension related)	206,675	278,184
<b>Long Term Payables</b>	<b>748,100</b>	<b>560,959</b>
<b>Bonds Payable</b>		
<b>Senior Lien Revenue Bonds:</b>		
Senior Lien Revenue Bonds 2010	79,497,908	75,615,709
Senior Lien Revenue Bonds 2011	16,834,507	15,824,601
Senior Refunding Bonds 2013	136,405,000	139,885,000
Senior Lien Revenue Bonds 2015	298,790,000	298,790,000
Senior Lien Put Bnd 2015	68,785,000	68,785,000
Senior Lien Refunding Revenue Bonds 2016	358,030,000	358,030,000
Senior Lien Revenue Bonds 2018	44,345,000	44,345,000
Sn Lien Rev Bnd Prem/Disc 2013	5,525,522	7,335,772
Sn Lien Revenue Bnd Prem 2015	19,082,300	20,278,805
Sn Lien Put Bnd Prem 2015	1,086,477	2,949,781
Senior lien premium 2016 revenue bonds	45,577,281	49,897,530
Sn Lien Revenue Bond Premium 2018	3,838,438	4,105,011
<b>Total Senior Lien Revenue Bonds</b>	<b>1,077,797,434</b>	<b>1,085,842,209</b>
<b>Sub Lien Revenue Bonds:</b>		
Sub Lien Refunding Bonds 2013	98,295,000	100,530,000
Sub Lien Refunding Bonds 2016	73,905,000	74,305,000
Subordinated Lien BANs 2018	46,020,000	46,020,000
Sub Refunding 2013 Prem/Disc	1,203,018	1,634,904
Sub Refunding 2016 Prem/Disc	7,943,642	8,795,676
Sub Lien BANS 2018 Premium	1,102,361	1,631,494
<b>Total Sub Lien Revenue Bonds</b>	<b>228,469,021</b>	<b>232,917,074</b>
<b>Other Obligations</b>		
TIFIA Note 2015	291,793,763	147,490,065
TIFIA Note 2019	50,414	-
SIB Loan 2015	33,585,404	32,281,252
State Highway Fund Loan 2015	33,585,434	32,281,282
State 45SW Loan	63,460,709	40,080,000
71E TxDOT Obligation - LT	60,728,211	62,332,058
Regions 2017 MoPAC Note	24,990,900	17,000,000
<b>Total Other Obligations</b>	<b>508,194,836</b>	<b>331,464,656</b>
<b>Total Long Term Liabilities</b>	<b>1,815,209,391</b>	<b>1,650,784,897</b>
<b>Total Liabilities</b>	<b>1,870,179,363</b>	<b>1,687,492,975</b>

**Central Texas Regional Mobility Authority**  
**Balance Sheet**  
**as of November 30, 2019**

	as of 11/30/2019	as of 11/30/2018
	<b>NET ASSETS</b>	
Contributed Capital	121,202,391	121,202,391
Net Assets Beginning	540,165,042	527,520,601
Current Year Operations	<u>10,374,638</u>	<u>4,120,664</u>
<b>Total Net Assets</b>	<b><u>671,742,071</u></b>	<b><u>652,843,657</u></b>
<b>Total Liabilities and Net Assets</b>	<b><u>\$ 2,541,921,434</u></b>	<b><u>\$ 2,340,336,632</u></b>

**Central Texas Regional Mobility Authority**  
**Statement of Cash Flow - Unaudited**  
**as of November 30, 2019**

**Cash flows from operating activities:**

Receipts from toll revenues	\$ 50,925,572
Receipts from interest income	1,930,929
Payments to vendors	(19,447,631)
Payments to employees	(2,121,709)
Net cash flows provided by (used in) operating activities	<u>31,287,162</u>

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

Proceeds from notes payable	63,871,972
Receipts from Department of Transportation	(1,128,425)
Interest payments	(27,523,157)
Acquisitions of construction in progress	(70,809,686)
Net cash flows provided by (used in) capital and related financing activities	<u>(35,589,296)</u>

**Cash flows from investing activities:**

Purchase of investments	(176,534,643)
Proceeds from sale or maturity of investments	119,870,091
Net cash flows provided by (used in) investing activities	<u>(56,664,552)</u>
Net increase (decrease) in cash and cash equivalents	(60,966,686)
Cash and cash equivalents at beginning of period	241,560,543
Cash and cash equivalents at end of period	<u>\$ 180,593,856</u>

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

Operating income	\$ 23,339,345
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation and amortization	15,771,428
Changes in assets and liabilities:	
(Increase) decrease in accounts receivable	(1,128,425)
(Increase) decrease in prepaid expenses and other assets	(243,919)
(Decrease) increase in accounts payable	(4,445,430)
Increase (decrease) in accrued expenses	(2,005,837)
Total adjustments	<u>7,947,817</u>
Net cash flows provided by (used in) operating activities	<u>\$ 31,287,162</u>

**Reconciliation of cash and cash equivalents:**

Unrestricted cash and cash equivalents	\$ 799,219
Restricted cash and cash equivalents	179,794,637
Total	<u>\$ 180,593,856</u>

**INVESTMENTS by FUND**

		Balance November 30, 2019		
Renewal & Replacement Fund				
TexSTAR	400,808.27		TexSTAR	269,972,048.17
Goldman Sachs	15,012.60		Goldman Sachs	180,055,538.48
Agencies/ Treasuries		415,820.87	Agencies & Treasury Notes	89,900,708.18
Grant Fund				\$ 539,928,294.83
TexSTAR	4,426,932.63			
Goldman Sachs	5,589,051.32			
Agencies/ Treasuries	-	10,015,983.95		
Senior Debt Service Reserve Fund				
TexSTAR	46,182,316.34			
Goldman Sachs	37,503,678.40			
Agencies/ Treasuries	-	83,685,994.74		
2010 Senior Lien DSF				
Goldman Sachs	6,854,345.51	6,854,345.51		
2011 Debt Service Acct				
Goldman Sachs	783,986.41	783,986.41		
2013 Sr Debt Service Acct				
Goldman Sachs	5,800,268.74	5,800,268.74		
2013 Sub Debt Service Account				
Goldman Sachs	4,201,027.54	4,201,027.54		
2015 Sr Capitalized Interest				
Goldman Sachs	-	25,152,255.92		
TexSTAR	25,152,255.92			
2015B Debt Service Account				
Goldman Sachs	1,437,340.14	1,437,340.14		
2016 Sr Lien Rev Refunding Debt Service Account				
Goldman Sachs	8,826,371.07	8,826,371.07		
2016 Sub Lien Rev Refunding Debt Service Account				
Goldman Sachs	1,778,144.42	1,778,144.42		
2016 Sub Lien Rev Refunding DSR				
Goldman Sachs	6,946,248.48			
Agencies/ Treasuries	-	6,946,248.48		
Operating Fund				
TexSTAR	438,218.73			
TexSTAR-Trustee	2,265,764.85			
Goldman Sachs	294,030.41	2,998,013.99		
Revenue Fund				
Goldman Sachs	2,883,927.87	2,883,927.87		
General Fund				
TexSTAR	35,904,386.80			
Goldman Sachs	8,537,330.68	84,390,707.48		
Agencies/ Treasuries	39,948,990.00			
2013 Sub Debt Service Reserve Fund				
TexSTAR	5,250,842.15			
Goldman Sachs	3,624,980.80	8,875,822.95		
71E Revenue Fund				
Goldman Sachs	12,321,865.30	12,321,865.30		
MoPac Revenue Fund				
Goldman Sachs	-	0.00		
MoPac General Fund				
Goldman Sachs	10,694,348.56	10,694,348.56		
MoPac Operating Fund				
Goldman Sachs	1,434,169.90	1,434,169.90		
MoPac Loan Repayment Fund				
Goldman Sachs	-	0.00		
2015B Project Account				
Goldman Sachs	40,819,346.10			
Agencies/ Treasuries	0.00			
TexSTAR	1,202,405.01	42,021,751.11		
2015 TIFIA Project Account				
Goldman Sachs	1,018,188.91			
TexSTAR	94,871,004.04			
Agencies/ Treasuries	49,951,718.18	145,840,911.13		
2011 Sr Financial Assistance Fund				
Goldman Sachs	0.01	13,649,880.81		
TexSTAR	13,649,880.80			
2018 Sr Lien Project Cap I				
Goldman Sachs	6,808,065.50	6,808,065.50		
2018 Sr Lien Project Account				
Goldman Sachs	2,107,351.83			
TexSTAR	40,227,232.63	42,334,584.46		
2018 Sub Lien Project Account				
Goldman Sachs	0.00	0.00		
2018 Sub Debt Service Account				
Goldman Sachs	774,284.34	774,284.34		
2019 TIFIA Sub Lien Project Account				
Goldman Sachs	50,631.06	50,631.06		
45SW Toll Revenue Fund				
Goldman Sachs	305,362.79	305,362.79		
45SW General Fund				
Goldman Sachs	752,165.67	752,165.67		
45SW Operating Fund				
Goldman Sachs	237,072.51	237,072.51		
45SW Project Fund				
Goldman Sachs	7,656,941.61	7,656,941.61		
		<u>\$ 539,928,294.83</u>		

**CTRMA INVESTMENT REPORT**

	Month Ending 11/30/19					Rate November	
	Balance 11/1/2019	Additions	Discount Amortization	Accrued Interest	Withdrawals		Balance 11/30/2019
<b>Amount in Trustee TexStar</b>							
2011 Sr Lien Financial Assist Fund	13,631,756.37			18,124.43		13,649,880.80	1.6177%
2013 Sub Lien Debt Service Reserve	5,243,870.03			6,972.12		5,250,842.15	1.6177%
General Fund	25,859,864.18	10,000,000.00		44,522.62		35,904,386.80	1.6177%
Trustee Operating Fund	2,012,901.69	2,000,000.00		2,863.16	1,750,000.00	2,265,764.85	1.6177%
Renewal and Replacement	400,276.08			532.19		400,808.27	1.6177%
Grant Fund	4,421,054.49			5,878.14		4,426,932.63	1.6177%
Senior Lien Debt Service Reserve Fund	46,120,995.02			61,321.32		46,182,316.34	1.6177%
2015A Sr Ln Project Cap Interest	25,118,858.50			33,397.42		25,152,255.92	1.6177%
2015B Sr Ln Project	1,200,808.45			1,596.56		1,202,405.01	1.6177%
2015C TIFIA Project	109,735,919.99			135,084.05	15,000,000.00	94,871,004.04	1.6177%
2018 Sr Lien Project Account	40,173,818.54			53,414.09		40,227,232.63	1.6177%
	<b>273,920,123.34</b>	<b>12,000,000.00</b>		<b>363,706.10</b>	<b>16,750,000.00</b>	<b>269,533,829.44</b>	
<b>Amount in TexStar Operating Fund</b>	<b>437,559.51</b>	<b>1,750,000.00</b>		<b>659.22</b>	<b>1,750,000.00</b>	<b>438,218.73</b>	<b>1.6177%</b>
<b>Goldman Sachs</b>							
Operating Fund	289,629.95	2,028,966.00		428.87	2,024,994.41	294,030.41	1.6030%
45SW Project Fund	10,522,708.45			15,970.82	2,881,737.66	7,656,941.61	1.6030%
45SW Toll Revenue Fund	288,535.66	352,104.35		264.20	335,541.42	305,362.79	1.6030%
45SW General Fund	515,995.48	235,541.42		628.77		752,165.67	1.6030%
45SW Operating Fund	161,178.17	100,000.00		200.11	24,305.77	237,072.51	1.6030%
2015B Project Account	40,757,672.49			61,673.61		40,819,346.10	1.6030%
2015C TIFIA Project Account	1,705,843.12	15,000,000.00		3,442.92	15,691,097.13	1,018,188.91	1.6030%
2011 Sr Financial Assistance Fund	0.01			0.00		0.01	1.6030%
2010 Senior DSF	6,209,692.69	635,693.41		8,959.41		6,854,345.51	1.6030%
2011 Senior Lien Debt Service Acct	782,801.89			1,184.52		783,986.41	1.6030%
2013 Senior Lien Debt Service Acct	4,964,700.38	828,625.46		6,942.90		5,800,268.74	1.6030%
2013 Sub Debt Service Reserve Fund	3,619,503.85			5,476.95		3,624,980.80	1.6030%
2013 Subordinate Debt Service Acct	3,598,364.61	597,628.76		5,034.17		4,201,027.54	1.6030%
2015B Debt Service Acct	1,151,135.72	284,658.21		1,546.21		1,437,340.14	1.6030%
2016 Sr Lien Rev Refunding Debt Service Account	7,645,004.60	1,170,602.87		10,763.60		8,826,371.07	1.6030%
2016 Sub Lien Rev Refunding Debt Service Account	1,465,370.07	310,770.60		2,003.75		1,778,144.42	1.6030%
2016 Sub Lien Rev Refunding DSR	6,935,753.45			10,495.03		6,946,248.48	1.6030%
2018 Sr Lien Project Cap I	6,797,779.81			10,285.69		6,808,065.50	1.6030%
2018 Sr Lien Project Account	4,931,537.04	1,183,839.13		7,808.34	4,015,832.68	2,107,351.83	1.6030%
2018 Sub Lien Project Account	0.00			0.00		0.00	1.6030%
2018 Sub Debt Service Account	620,084.16	153,367.34		832.84		774,284.34	1.6030%
2019 TIFIA Sub Lien Project Account	50,554.57			76.49		50,631.06	1.6030%
Grant Fund	5,580,606.87			8,444.45		5,589,051.32	1.6030%
Renewal and Replacement	14,989.92			22.68		15,012.60	1.6030%
Revenue Fund	3,452,837.76	9,507,924.49		5,920.54	10,082,754.92	2,883,927.87	1.6030%
General Fund	19,090,863.26	706,235.02		28,074.50	11,287,842.10	8,537,330.68	1.6030%
Senior Lien Debt Service Reserve Fund	37,447,014.40			56,664.00		37,503,678.40	1.6030%
71E Revenue Fund	11,534,678.92	828,105.13		16,580.08	57,498.83	12,321,865.30	1.6030%
MoPac Revenue Fund	1,268,718.16	1,704,917.19		1,792.14	2,975,427.49	0.00	1.6030%
MoPac General Fund	8,154,665.32	2,775,527.49		11,047.07	246,891.32	10,694,348.56	1.6030%
MoPac Operating Fund	1,350,068.77	275,000.00		1,961.19	192,860.06	1,434,169.90	1.6030%
MoPac Loan Repayment Fund	73,762.50	67,446.04		24.69	141,233.23	0.00	1.6030%
	<b>190,982,052.05</b>	<b>38,746,952.91</b>	<b>0.00</b>	<b>284,550.54</b>	<b>49,958,017.02</b>	<b>180,055,538.48</b>	
<b>Amount in Fed Agencies and Treasuries</b>							
Amortized Principal	89,835,423.03		65,285.15			89,900,708.18	
	89,835,423.03		65,285.15	0.00	0.00	89,900,708.18	
<b>Certificates of Deposit</b>							
<b>Total in Pools</b>	274,357,682.85	13,750,000.00		364,365.32	18,500,000.00	269,972,048.17	
<b>Total in GS FSGF</b>	190,982,052.05	38,746,952.91		284,550.54	49,958,017.02	180,055,538.48	
<b>Total in Fed Agencies and Treasuries</b>	89,835,423.03		65,285.15		0.00	89,900,708.18	
<b>Total Invested</b>	<b>555,175,157.93</b>	<b>52,496,952.91</b>	<b>65,285.15</b>	<b>648,915.86</b>	<b>68,458,017.02</b>	<b>539,928,294.83</b>	

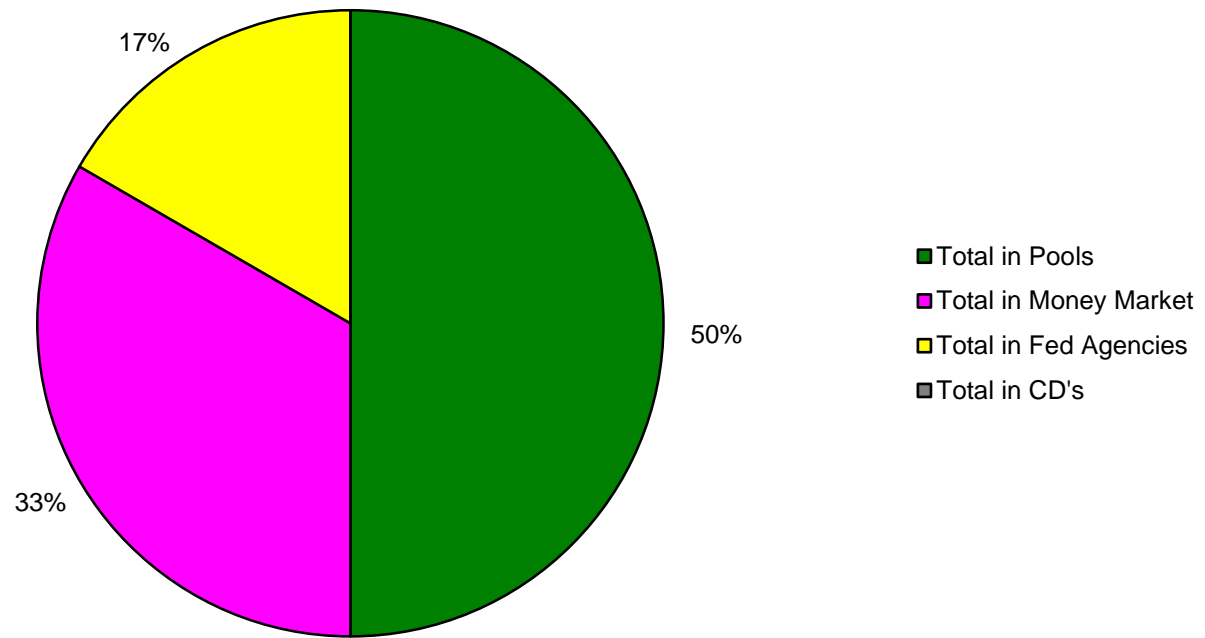
All Investments in the portfolio are in compliance with the CTRMA's Investment policy and the relevant provisions of the Public Funds Investment Act Chapter 2256.023

William Chapman, CFO

Mary Temple, Controller

11/30/2019

## Allocation of Funds



Amount of Investments As of November 30, 2019

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
Farmer Mac	31422BDL1	20,000,000.00	20,000,000.00	20,137,630.00	2.5995%	3/11/2019	9/25/2020	General Fund
Fannie Mae	3135G0T29	19,795,960.00	19,948,990.00	19,990,681.00	2.5600%	3/5/2019	2/28/2020	General Fund
US Treasury Note	912828UF5	49,525,228.76	49,951,718.18	49,972,656.50	2.3352%	3/5/2019	12/31/2019	2015C TIFIA Project
		89,321,188.76	89,900,708.18	90,100,967.50				

Agency	CUSIP #	COST	Cummulative Amortization	11/30/2019		Interest Income		
				Book Value	Maturity Value	Accrued Interest	Amortization	Interest Earned
Farmer Mac	31422BDL1	20,000,000.00	-	20,000,000.00	20,000,000.00	43,333.33	-	43,333.33
Fannie Mae	3135G0T29	19,795,960.00	153,030.00	19,948,990.00	20,000,000.00	25,000.00	17,003.33	42,003.33
US Treasury Note	912828UF5	49,525,228.76	426,489.42	49,951,718.18	50,000,000.00	46,875.00	48,281.82	95,156.82
		89,321,188.76	579,519.42	89,900,708.18	90,000,000.00	115,208.33	65,285.15	180,493.48

# ESCROW FUNDS

**Travis County Escrow Fund - Elroy Road**

	<b>Balance</b>		<b>Accrued</b>		<b>Balance</b>
	<b>11/1/2019</b>	<b>Additions</b>	<b>Interest</b>	<b>Withdrawals</b>	<b>11/30/2019</b>
Goldman Sachs	23,953,839.08		36,359.47	203,716.00	23,786,482.55

**Travis County Escrow Fund - Ross Road**

	<b>Balance</b>		<b>Accrued</b>		<b>Balance</b>
	<b>11/1/2019</b>	<b>Additions</b>	<b>Interest</b>	<b>Withdrawals</b>	<b>11/30/2019</b>





# 183 South Design-Build Project

## Contingency Status

November 30, 2019



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

<b>Total Project Contingency</b>	<b>\$47,860,000</b>
----------------------------------	---------------------

<b>Obligations</b>	CO#1 City of Austin ILA Adjustment	(\$2,779,934)
	CO#2 Addition of Coping to Soil Nail Walls	\$742,385
	CO#4 Greenroads Implementation	\$362,280
	CO#6 51st Street Parking Trailhead	\$477,583
	CO#9 Patton Interchange Revisions	\$3,488,230
	CO#17 Boggy Creek Turnaround	\$2,365,876
	Others Less than \$300,000 (6)	\$1,228,917
	CO#10 City of Austin Utility (\$1,010,000 - no cost to RMA)	\$0
	Executed Change Orders	\$5,885,337
	Change Orders Under Negotiation	\$7,030,000
Potential Contractual Obligations	\$19,160,000	

<b>(-) Total Obligations</b>	<b>\$32,075,337</b>
------------------------------	---------------------

<b>Remaining Project Contingency</b>	<b>\$15,784,663</b>
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**290E Ph. III**  
**Contingency Status**  
 November 30, 2019



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

<b>Total Mobility Authority Contingency</b>	<b>\$10,633,758</b>
<b>Total TxDOT Project Contingency</b>	<b>\$15,292,524</b>

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

<b>(-) Total Obligations</b>	<b>\$2,268,042</b>
------------------------------	--------------------

<b>Remaining Mobility Authority Contingency</b>	<b>\$8,420,910</b>
<b>Remaining TxDOT Contingency</b>	<b>\$15,236,961</b>



**SH 45SW Construction**  
**Contingency Status**  
 November 30, 2019



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

<b>Total Project Contingency</b>		<b>\$ 7,520,000</b>
<b>Obligations</b>	CO #04 Installation of PEC and TWC Conduits	\$ 458,439
	CO #05 Installation of SSTR Drilled Shafts and Moment Slab	\$ 538,945
	CO #23 Addressed and Mitigate Excessive and Oversized Boulders Encountered on Project	\$ 1,570,581
	CO #24 Additional Landscape; Monument Lighting Interpretive Signs; Additional Wayfinder	\$ 568,550
	Total of Others Less than \$300,000 (25)	\$ 382,710
	Executed Change Orders	<b>\$ 3,519,225</b>
	Change Orders in Negotiations	<b>\$ 50,000</b>
	Potential Contractual Obligations	<b>\$ 272,734</b>
<b>(-) Total Obligations</b>		<b>\$ 3,841,959</b>
<b>Remaining Project Contingency</b>		<b>\$ 3,678,041</b>



**MOPAC Misc. Construction**  
**Financial Status**  
November 30, 2019



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

<b>Change Orders</b>		
	Total of Others Less than \$300,000 (15 Total, 8 Taken out of Contingency)	\$ 530,112
<b>Executed Change Orders</b>		<b>\$ 530,112</b>
<b>Revised Construction Contract Value</b>		<b>\$ 5,113,392</b>
<b>Change Orders under Negotiation</b>		<b>\$ 57,684</b>
<b>Potential Construction Contract Value</b>		<b>\$ 5,171,076</b>
<b>Amount paid McCarthy through November 2019 draw (as of 11/30/2019)</b>		<b>\$ (4,491,614)</b>
<b>Potential Amount Payable to McCarthy</b>		<b>\$ 679,462</b>



## Monthly Newsletter - November 2019

### Performance

#### As of November 30, 2019

Current Invested Balance	\$8,004,510,359.61
Weighted Average Maturity (1)	36 Days
Weighted Average Maturity (2)	112 Days
Net Asset Value	0.999918
Total Number of Participants	917
Management Fee on Invested Balance	0.06%*
Interest Distributed	\$11,184,816.19
Management Fee Collected	\$399,957.95
% of Portfolio Invested Beyond 1 Year	10.49%
Standard & Poor's Current Rating	AAAm

#### November Averages

Average Invested Balance	\$8,110,432,531.51
Average Monthly Yield, on a simple basis	1.6177%
Average Weighted Average Maturity (1)*	30 Days
Average Weighted Average Maturity (2)*	109 Days

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

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

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

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

### New Participants

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

★Pecan Grove MUD

★City of Terrell

### Holiday Reminder

In observance of the Christmas holiday, **TexSTAR will be closed Wednesday, December 25, 2019**. All ACH transactions initiated on Tuesday, December 24th will settle on Thursday, December 26th.

In observance of the New Year's Day holiday, **TexSTAR will be closed Wednesday, January 1, 2020**. All ACH transactions initiated on Tuesday, December 31st will settle on Thursday, January 2nd.

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

Risk assets continued to rally in November, buoyed by expectations of a U.S.- China 'phase one' trade deal. Though the deal was not ratified, there were no further escalations during the month, allowing for optimism among market participants. However, tariffs are currently scheduled to increase on December 15th, unless a deal is reached or the deadline is extended. As of early December, tensions seemed to be mounting again as President Trump indicated that he did not expect to reach a deal with China before the 2020 elections. In comments to Congress, Fed chair Jerome Powell said that "the current stance of monetary policy is likely to remain appropriate". The market now expects only one more interest rate cut from the Fed in 2020. Economic growth in the U.S. should continue to moderate, making it more susceptible to shocks.

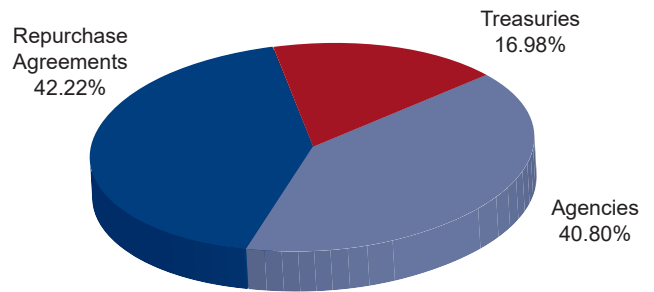
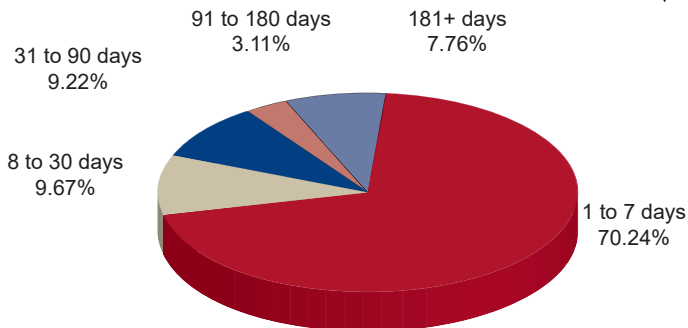
The main factors driving consumer strength include rising incomes, an elevated savings rates and moderate employment growth. With the unemployment rate and layoffs still very low, we expect the gradual pace of wage growth to continue. On the other hand, we also expect the pace of job growth to continue to slow. We are watching the more recent deceleration in job growth over the past few months closely but are waiting to see signals that initial jobless claims are rising to indicate more meaningful immediate recession risk. Initial claims have continued to remain low so far and are trending lower year over year. We do not expect the Fed to cut rates at the December meeting, following 75 bps in cuts over the course of 2019. At the most recent meeting, the Committee signaled its intention to pause unless incoming data resulted in a "material reassessment" of the outlook. But we expect U.S. data to continue to soften in 2020 as we enter the 11th year of the economic cycle, causing the Fed to eventually respond with more easing than the market currently anticipates. The case for easier policy is bolstered by low inflation expectations which remain depressed and signal that investors do not expect the Fed to achieve its 2% target in the medium or longer run.

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

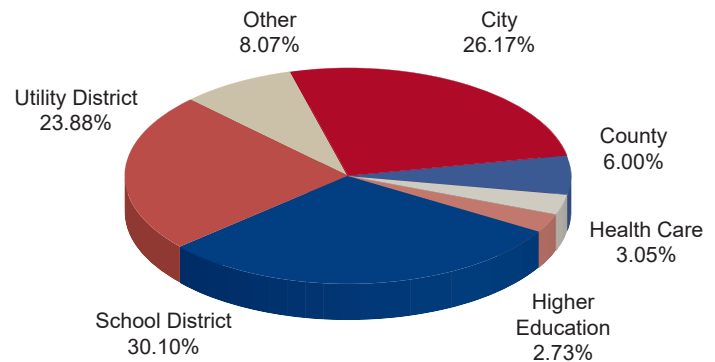
**For more information about TexSTAR, please visit our web site at [www.texstar.org](http://www.texstar.org).**

# Information at a Glance

## Portfolio by Type of Investment As of November 30, 2019



## Portfolio by Maturity As of November 30, 2019



## Distribution of Participants by Type As of November 30, 2019

# Historical Program Information

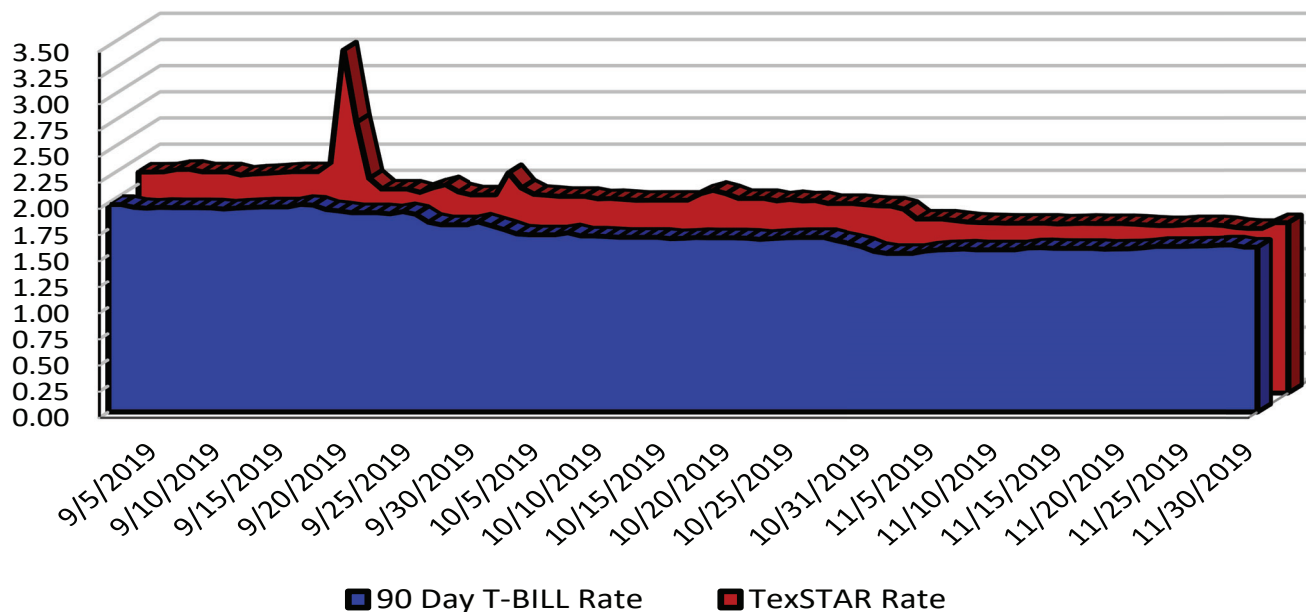
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Nov 19	1.6177%	\$8,004,510,359.61	\$8,003,923,189.55	0.999918	30	109	917
Oct 19	1.8510%	8,148,867,422.02	8,148,521,034.89	0.999957	24	109	915
Sep 19	2.1065%	7,801,760,097.32	7,801,464,171.79	0.999962	22	113	912
Aug 19	2.1258%	8,162,241,291.21	8,162,120,700.72	0.999955	22	104	909
Jul 19	2.3883%	8,182,604,967.44	8,182,476,436.15	0.999984	13	92	908
Jun 19	2.3790%	8,072,061,682.23	8,072,222,027.73	1.000019	19	103	906
May 19	2.4048%	8,251,300,232.20	8,251,929,597.00	1.000042	25	105	902
Apr 19	2.4243%	8,464,290,753.69	8,464,331,283.11	1.000004	26	101	895
Mar 19	2.4112%	8,378,300,782.34	8,378,032,817.90	0.999968	41	106	893
Feb 19	2.4001%	9,198,012,187.60	9,197,689,206.82	0.999964	45	99	891
Jan 19	2.3937%	8,624,044,987.80	8,623,938,284.28	0.999987	37	82	890
Dec 18	2.3069%	7,738,483,374.11	7,738,245,287.60	0.999940	40	95	888

# Portfolio Asset Summary as of November 30, 2019

	Book Value	Market Value
Uninvested Balance	\$ 2,317.73	\$ 2,317.73
Accrual of Interest Income	7,587,737.74	7,587,737.74
Interest and Management Fees Payable	(11,216,104.36)	(11,216,104.36)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	3,380,846,999.62	3,380,846,999.62
Government Securities	4,627,289,408.88	4,626,702,238.82
<b>Total</b>	<b>\$ 8,004,510,359.61</b>	<b>\$ 8,003,923,189.55</b>

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

# TexSTAR versus 90-Day Treasury Bill



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

## Daily Summary for November 2019

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
11/1/2019	1.6618%	0.000045529	\$8,197,525,213.46	0.999968	23	105
11/2/2019	1.6618%	0.000045529	\$8,197,525,213.46	0.999968	23	105
11/3/2019	1.6618%	0.000045529	\$8,197,525,213.46	0.999968	23	105
11/4/2019	1.6471%	0.000045125	\$8,213,312,638.37	0.999956	22	104
11/5/2019	1.6331%	0.000044742	\$8,283,944,135.85	0.999963	26	106
11/6/2019	1.6277%	0.000044595	\$8,258,523,306.50	0.999974	26	107
11/7/2019	1.6252%	0.000044527	\$8,238,594,811.51	0.999967	26	106
11/8/2019	1.6224%	0.000044449	\$8,284,195,369.59	0.999955	25	104
11/9/2019	1.6224%	0.000044449	\$8,284,195,369.59	0.999955	25	104
11/10/2019	1.6224%	0.000044449	\$8,284,195,369.59	0.999955	25	104
11/11/2019	1.6224%	0.000044449	\$8,284,195,369.59	0.999955	25	104
11/12/2019	1.6148%	0.000044240	\$8,189,970,161.07	0.999963	25	104
11/13/2019	1.6173%	0.000044310	\$8,145,233,790.37	0.999970	28	107
11/14/2019	1.6214%	0.000044422	\$8,161,192,554.18	0.999975	27	106
11/15/2019	1.6185%	0.000044343	\$8,107,597,948.85	0.999959	30	107
11/16/2019	1.6185%	0.000044343	\$8,107,597,948.85	0.999959	30	107
11/17/2019	1.6185%	0.000044343	\$8,107,597,948.85	0.999959	30	107
11/18/2019	1.6131%	0.000044194	\$8,099,173,173.93	0.999961	33	111
11/19/2019	1.6049%	0.000043969	\$8,048,961,793.64	0.999961	36	114
11/20/2019	1.5988%	0.000043802	\$8,087,039,684.18	0.999962	36	114
11/21/2019	1.5990%	0.000043807	\$8,015,393,169.01	0.999949	36	115
11/22/2019	1.6076%	0.000044045	\$7,905,869,571.03	0.999942	36	114
11/23/2019	1.6076%	0.000044045	\$7,905,869,571.03	0.999942	36	114
11/24/2019	1.6076%	0.000044045	\$7,905,869,571.03	0.999942	36	114
11/25/2019	1.5992%	0.000043813	\$7,836,028,355.48	0.999940	36	115
11/26/2019	1.5803%	0.000043296	\$7,993,950,130.24	0.999924	37	112
11/27/2019	1.5709%	0.000043039	\$7,981,438,921.69	0.999904	37	114
11/28/2019	1.5709%	0.000043039	\$7,981,438,921.69	0.999904	37	114
11/29/2019	1.6263%	0.000044555	\$8,004,510,359.61	0.999918	36	112
11/30/2019	1.6263%	0.000044555	\$8,004,510,359.61	0.999918	36	112
Average	1.6177%	0.000044319	\$8,110,432,531.51		30	109



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

### ***TexSTAR Board Members***

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



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

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



**Exhibit B**

**Financial Statements for December 2019**

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

	Budget			
	Amount FY	Actual Year to	Percent of	Actual Prior
	2020	Date	Budget	Year to Date
<b>REVENUE</b>				
<b>Operating Revenue</b>				
Toll Revenue - Tags	97,816,954	47,197,134	48.25%	40,040,432
Video Tolls	24,963,459	11,776,464	47.17%	9,412,177
Fee Revenue	7,589,784	5,032,249	66.30%	2,897,365
<b>Total Operating Revenue</b>	<b>130,370,198</b>	<b>64,005,847</b>	<b>49.10%</b>	<b>52,349,973</b>
<b>Other Revenue</b>				
Interest Income	4,000,000	3,956,403	98.91%	2,332,094
Grant Revenue	5,541,945	268,391	4.84%	-
Misc Revenue	2,000	4,111	205.57%	37,200
Gain/Loss on Sale of Asset	-	11,117	0.00%	-
<b>Total Other Revenue</b>	<b>9,543,945</b>	<b>4,240,022</b>	<b>44.43%</b>	<b>2,369,294</b>
<b>TOTAL REVENUE</b>	<b>\$139,914,143</b>	<b>\$68,245,869</b>	<b>48.78%</b>	<b>54,719,267</b>
<b>EXPENSES</b>				
<b>Salaries and Benefits</b>				
Salary Expense-Regular	4,469,989	1,959,839	43.84%	1,673,547
Salary Reserve	80,000	-	0.00%	-
TCDRS	632,057	264,241	41.81%	219,623
FICA	204,345	60,782	29.74%	53,766
FICA MED	67,769	28,537	42.11%	24,400
Health Insurance Expense	510,761	203,565	39.86%	177,233
Life Insurance Expense	8,034	5,142	64.00%	4,853
Auto Allowance Expense	10,200	4,675	45.83%	4,675
Other Benefits	122,131	50,670	41.49%	58,968
Unemployment Taxes	2,823	4	0.15%	291
<b>Total Salaries and Benefits</b>	<b>6,108,109</b>	<b>2,577,454</b>	<b>42.20%</b>	<b>2,217,355</b>

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

	Budget Amount FY 2020	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>Administrative</b>				
<b>Administrative and Office Expenses</b>				
Accounting	10,000	4,222	42.22%	3,963
Auditing	125,000	97,736	78.19%	74,571
Human Resources	40,000	20,180	50.45%	3,364
IT Services	307,700	47,620	15.48%	32,286
Internet	450	75	16.57%	2,172
Software Licenses	123,100	17,798	14.46%	31,780
Cell Phones	23,891	9,275	38.82%	7,745
Local Telephone Service	120,000	1,538	1.28%	4,028
Overnight Delivery Services	550	47	8.52%	39
Local Delivery Services	725	25	3.39%	23
Copy Machine	14,735	7,632	51.80%	7,365
Repair & Maintenance-General	14,200	4,064	28.62%	2,361
Community Meeting/ Events	12,000	-	0.00%	-
Meeting Expense	14,750	8,480	57.49%	3,540
Public Notices	100	(9)	-9.00%	-
Toll Tag Expense	4,150	1,150	27.71%	1,204
Parking / Local Ride Share	2,800	1,019	36.39%	510
Mileage Reimbursement	8,300	1,685	20.30%	1,821
Insurance Expense	256,200	133,654	52.17%	95,235
Rent Expense	720,000	196,075	27.23%	279,878
Building Parking	27,000	8,480	31.41%	-
Legal Services	500,000	226,463	45.29%	141,596
<b>Total Administrative and Office Expenses</b>	<b>2,325,651</b>	<b>787,207</b>	<b>33.85%</b>	<b>693,479</b>
<b>Office Supplies</b>				
Books & Publications	5,000	-	0.00%	3,112
Office Supplies	17,000	3,944	23.20%	4,043
Misc Office Equipment	10,250	2,783	27.15%	4,317
Computer Supplies	169,400	15,182	8.96%	8,682
Copy Supplies	3,000	1,043	34.77%	624
Other Reports-Printing	8,000	-	0.00%	-
Office Supplies-Printed	5,250	1,478	28.16%	1,147
Misc Materials & Supplies	750	-	0.00%	-
Postage Expense	850	129	15.22%	153
<b>Total Office Supplies</b>	<b>219,500</b>	<b>24,559</b>	<b>11.19%</b>	<b>22,078</b>

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

	Budget Amount FY 2020	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>Communications and Public Relations</b>				
Graphic Design Services	60,000	-	0.00%	25,455
Website Maintenance	105,000	7,690	7.32%	17,130
Research Services	770,000	41,368	5.37%	(56,385)
Communications and Marketing	300,500	118,178	39.33%	141,109
Advertising Expense	755,000	217,963	28.87%	97,176
Direct Mail	10,000	-	0.00%	-
Video Production	150,000	21,623	14.42%	8,820
Photography	10,000	180	1.80%	4,895
Radio	50,000	3,480	6.96%	210
Other Public Relations	140,000	3,918	2.80%	21,475
Promotional Items	20,000	5,749	28.74%	-
Annual Report printing	6,500	-	0.00%	2,728
Direct Mail Printing	30,000	-	0.00%	-
Other Communication Expenses	56,204	12,271	21.83%	1,386
<b>Total Communications and Public Relations</b>	<b>2,463,204</b>	<b>432,419</b>	<b>17.56%</b>	<b>263,999</b>
<b>Employee Development</b>				
Subscriptions	4,725	677	14.33%	542
Agency Memberships	65,000	39,473	60.73%	35,672
Continuing Education	11,000	1,159	10.54%	385
Professional Development	31,500	8,735	27.73%	3,916
Other Licenses	800	276	34.50%	203
Seminars and Conferences	45,855	7,583	16.54%	10,560
Travel	130,810	58,513	44.73%	47,546
<b>Total Employee Development</b>	<b>289,690</b>	<b>116,415</b>	<b>40.19%</b>	<b>98,823</b>
<b>Financing and Banking Fees</b>				
Trustee Fees	52,000	33,600	64.62%	26,075
Bank Fee Expense	6,500	1,026	15.79%	2,677
Continuing Disclosure	15,000	134	0.89%	-
Arbitrage Rebate Calculation	10,000	9,250	92.50%	8,395
Rating Agency Expense	30,000	64,000	213.33%	16,000
<b>Total Financing and Banking Fees</b>	<b>113,500</b>	<b>108,010</b>	<b>95.16%</b>	<b>53,147</b>
<b>Total Administrative</b>	<b>5,411,545</b>	<b>1,468,610</b>	<b>27.14%</b>	<b>1,131,527</b>

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

	Budget Amount FY 2020	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>Operations and Maintenance</b>				
<b>Operations and Maintenance Consulting</b>				
GEC-Trust Indenture Support	294,000	188,124	63.99%	18,434
GEC-Financial Planning Support	285,000	21,606	7.58%	36,581
GEC-Toll Ops Support	1,498,223	123,078	8.21%	35,322
GEC-Roadway Ops Support	1,404,000	91,394	6.51%	170,126
GEC-Technology Support	1,028,000	353,300	34.37%	412,932
GEC-Public Information Support	325,000	62,515	19.24%	7,871
GEC-General Support	2,221,000	499,502	22.49%	454,381
General System Consultant	1,318,627	275,342	20.88%	190,464
Traffic Modeling	150,000	-	0.00%	41,030
Traffic and Revenue Consultant	300,000	176,043	58.68%	89,702
<b>Total Operations and Maintenance Consulting</b>	<b>8,823,850</b>	<b>1,790,905</b>	<b>20.30%</b>	<b>1,456,843</b>
<b>Roadway Operations and Maintenance</b>				
Roadway Maintenance	4,400,000	1,060,617	24.10%	1,366,705
Maintenance Supplies-Roadway	237,000	16,735	7.06%	18,976
Tools & Equipment Expense	1,500	459	30.61%	199
Gasoline	21,600	6,791	31.44%	7,948
Repair & Maintenance-Vehicles	4,000	3,003	75.09%	2,590
Electricity - Roadways	250,000	86,214	34.49%	64,752
<b>Total Roadway Operations and Maintenance</b>	<b>4,914,100</b>	<b>1,173,820</b>	<b>23.89%</b>	<b>1,461,171</b>
<b>Toll Processing and Collection Expense</b>				
Image Processing	3,392,460	802,299	23.65%	209,429
Tag Collection Fees	7,283,817	2,726,755	37.44%	4,128,345
Court Enforcement Costs	50,001	-	0.00%	7,875
DMV Lookup Fees	999	319	31.97%	126
<b>Total Processing and Collection Expense</b>	<b>10,727,277</b>	<b>3,529,373</b>	<b>32.90%</b>	<b>4,345,775</b>

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

	Budget Amount FY 2020	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>Toll Operations Expense</b>				
Generator Fuel	2,500	543	21.74%	641
Fire and Burglar Alarm	599	247	41.19%	247
Refuse	1,500	872	58.12%	608
Telecommunications	-	38,258	0.00%	27,391
Water - Irrigation	10,000	2,749	27.49%	2,140
Electricity	2,500	121	4.85%	820
ETC spare parts expense	25,000	-	0.00%	-
Repair & Maintenance Toll Equip	150,000	-	0.00%	-
Law Enforcement	274,998	-	0.00%	181,204
ETC Maintenance Contract	4,524,237	854,036	18.88%	696,134
ETC Toll Management Center System Operation	402,587	-	0.00%	-
ETC Development	2,361,999	401,164	16.98%	49,533
ETC Testing	252,999	-	0.00%	-
<b>Total Toll Operations Expense</b>	<b>8,008,919</b>	<b>1,297,990</b>	<b>16.21%</b>	<b>958,718</b>
<b>Total Operations and Maintenance</b>	<b>32,474,146</b>	<b>7,792,088</b>	<b>23.99%</b>	<b>8,222,506</b>
<b>Other Expenses</b>				
<b>Special Projects and Contingencies</b>				
HERO	150,000	61,595	41.06%	-
Special Projects	400,001	11,563	2.89%	38,551
71 Express Net Revenue Payment	4,500,000	2,295,240	51.01%	2,013,119
Technology Task Force	525,000	67,592	12.87%	74,755
Other Contractual Svcs	150,000	46,500	31.00%	105,548
Contingency	400,000	-	0.00%	-
<b>Total Special Projects and Contingencies</b>	<b>6,125,001</b>	<b>2,482,491</b>	<b>40.53%</b>	<b>2,231,972</b>

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

	Budget			
	Amount FY	Actual Year to	Percent of	Actual Prior
	2020	Date	Budget	Year to Date
<b>Non Cash Expenses</b>				
Amortization Expense	771,625	458,520	59.42%	220,421
Amort Expense - Refund Savings	1,050,000	524,983	50.00%	516,155
Dep Exp- Furniture & Fixtures	2,620	1,307	49.88%	1,307
Dep Expense - Equipment	16,000	43,440	271.50%	8,000
Dep Expense - Autos & Trucks	40,500	14,871	36.72%	13,319
Dep Expense-Buildng & Toll Fac	176,800	88,374	49.99%	78,064
Dep Expense-Highways & Bridges	38,568,000	15,941,494	41.33%	12,252,839
Dep Expense-Toll Equipment	3,670,250	1,760,348	47.96%	1,207,538
Dep Expense - Signs	326,200	338,045	103.63%	164,542
Dep Expense-Land Improvements	884,935	516,211	58.33%	442,467
Depreciation Expense-Computers	9,600	36,469	379.89%	5,463
<b>Total Non Cash Expenses</b>	<b>45,516,530</b>	<b>19,724,063</b>	<b>43.33%</b>	<b>14,910,114</b>
<b>Total Other Expenses</b>	<b>51,641,531</b>	<b>22,206,553</b>	<b>43.00%</b>	<b>17,142,086</b>
<b>Non Operating Expenses</b>				
Bond issuance expense	250,000	142,876	57.15%	2,368,295
Loan Fee Expense	75,000	27,000	36.00%	13,500
Interest Expense	43,741,254	19,223,800	43.95%	16,549,829
CAMPO RIF Payment	-	3,000,000	0.00%	2,000,000
Community Initiatives	325,000	44,983	13.84%	35,192
<b>Total Non Operating Expenses</b>	<b>44,391,254</b>	<b>22,438,659</b>	<b>50.55%</b>	<b>20,966,817</b>
<b>TOTAL EXPENSES</b>	<b>\$140,026,585</b>	<b>\$56,483,365</b>	<b>40.34%</b>	<b>\$49,680,291</b>
<b>Net Income</b>	<b>(\$112,442)</b>	<b>\$11,762,504</b>		<b>5,038,976</b>

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

	as of 12/31/2019	as of 12/31/2018
<b>ASSETS</b>		
<b>Current Assets</b>		
<b>Cash</b>		
Regions Operating Account	\$ 1,641,265	\$ 1,100,041
Cash in TexStar	238,703	231,153
Regions Payroll Account	667,556	232,735
<b>Restricted Cash</b>		
Goldman Sachs FSGF 465	216,400,918	258,041,017
Restricted Cash - TexSTAR	304,916,887	158,505,996
Overpayments account	476,582	310,363
<b>Total Cash and Cash Equivalents</b>	524,341,911	418,421,305
<b>Accounts Receivable</b>		
Accounts Receivable	2,776,451	1,141,083
Due From Other Agencies	67,095	26,033
Due From TTA	1,153,869	802,022
Due From NTTA	862,081	750,570
Due From HCTRA	1,122,785	1,025,711
Due From TxDOT	1,036,791	763,575
Interest Receivable	327,930	488,542
<b>Total Receivables</b>	7,347,001	4,997,535
<b>Short Term Investments</b>		
Treasuries	9,855,135	24,953,729
Agencies	30,110,859	89,665,463
<b>Total Short Term Investments</b>	39,965,994	114,619,191
<b>Total Current Assets</b>	571,654,906	538,038,032
<b>Total Construction in Progress</b>	541,078,932	681,491,395
<b>Fixed Assets (Net of Depreciation and Amortization)</b>		
Computers	(15,570)	24,670
Computer Software	3,860,568	797,576
Furniture and Fixtures	8,712	11,326
Equipment	6,082	11,372
Autos and Trucks	52,283	46,199
Buildings and Toll Facilities	4,858,888	5,035,636
Highways and Bridges	1,185,476,654	885,533,527
Toll Equipment	25,294,781	17,466,000
Signs	13,485,364	10,471,928
Land Improvements	8,411,604	9,296,538
Right of way	88,149,606	88,149,606
Leasehold Improvements	160,069	122,757
<b>Total Fixed Assets</b>	1,329,749,040	1,016,967,134
<b>Other Assets</b>		
Intangible Assets-Net	101,889,542	102,955,425
2005 Bond Insurance Costs	3,967,695	4,181,203
Prepaid Insurance	415,116	292,024
Deferred Outflows (pension related)	866,997	290,396
Pension Asset	177,226	826,397
<b>Total Other Assets</b>	107,316,576	108,545,445
<b>Total Assets</b>	<b>\$ 2,549,799,454</b>	<b>\$ 2,345,042,005</b>



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

	as of 12/31/2019	as of 12/31/2018
<b>LIABILITIES</b>		
<b>Current Liabilities</b>		
Accounts Payable	\$ 413,493	\$ 120,449
Construction Payable	24,207,633	1,580,050
Overpayments	479,730	313,297
Interest Payable	28,793,576	26,345,287
TCDRS Payable	74,124	55,797
Due to other Agencies	15,191	4,047,629
Due to TTA	536,268	2,808,201
Due to NTTA	58,799	300,291
Due to HCTRA	83,551	138,874
Due to Other Entities	2,069,469	1,167,079
71E TxDOT Obligation - ST	4,018,379	3,583,285
<b>Total Current Liabilities</b>	<b>60,750,212</b>	<b>40,460,238</b>
<b>Long Term Liabilities</b>		
Compensated Absences	541,425	282,775
Deferred Inflows (pension related)	206,675	278,184
<b>Long Term Payables</b>	<b>748,100</b>	<b>560,959</b>
<b>Bonds Payable</b>		
<b>Senior Lien Revenue Bonds:</b>		
Senior Lien Revenue Bonds 2010	79,941,350	76,027,246
Senior Lien Revenue Bonds 2011	16,920,410	15,905,357
Senior Refunding Bonds 2013	136,405,000	139,885,000
Senior Lien Revenue Bonds 2015	298,790,000	298,790,000
Senior Lien Put Bnd 2015	68,785,000	68,785,000
Senior Lien Refunding Revenue Bonds 2016	358,030,000	358,030,000
Senior Lien Revenue Bonds 2018	44,345,000	44,345,000
Sn Lien Rev Bnd Prem/Disc 2013	5,371,070	7,176,684
Sn Lien Revenue Bnd Prem 2015	18,982,591	20,179,096
Sn Lien Put Bnd Prem 2015	931,202	2,794,506
Senior lien premium 2016 revenue bonds	45,217,261	49,537,510
Sn Lien Revenue Bond Premium 2018	3,816,224	4,082,797
<b>Total Senior Lien Revenue Bonds</b>	<b>1,077,535,108</b>	<b>1,085,538,196</b>
<b>Sub Lien Revenue Bonds:</b>		
Sub Lien Refunding Bonds 2013	98,295,000	100,530,000
Sub Lien Refunding Bonds 2016	73,905,000	74,305,000
Subordinated Lien BANs 2018	46,020,000	46,020,000
Sub Refunding 2013 Prem/Disc	1,165,394	1,612,542
Sub Refunding 2016 Prem/Disc	7,872,723	8,723,750
Sub Lien BANS 2018 Premium	1,058,266	1,587,399
<b>Total Sub Lien Revenue Bonds</b>	<b>228,316,383</b>	<b>232,778,691</b>
<b>Other Obligations</b>		
TIFIA Note 2015	292,537,916	147,804,008
TIFIA Note 2019	51,164	-
SIB Loan 2015	33,695,520	32,387,091
State Highway Fund Loan 2015	33,695,550	32,387,121
State 45SW Loan	63,668,777	40,080,000
71E TxDOT Obligation - LT	60,728,211	62,332,058
Regions 2017 MoPAC Note	24,990,900	17,000,000
<b>Total Other Obligations</b>	<b>509,368,038</b>	<b>331,990,278</b>
<b>Total Long Term Liabilities</b>	<b>1,815,967,629</b>	<b>1,650,868,123</b>
<b>Total Liabilities</b>	<b>1,876,717,841</b>	<b>1,691,328,362</b>

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

	as of 12/31/2019	as of 12/31/2018
<b>NET ASSETS</b>		
Contributed Capital	121,202,391	121,202,391
Net Assets Beginning	540,165,042	527,520,601
Current Year Operations	11,714,179	4,990,651
<b>Total Net Assets</b>	<b><u>673,081,612</u></b>	<b><u>653,713,643</u></b>
<b>Total Liabilities and Net Assets</b>	<b><u>\$ 2,549,799,454</u></b>	<b><u>\$ 2,345,042,005</u></b>

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

**Cash flows from operating activities:**

Receipts from toll revenues	\$	64,204,910
Receipts from interest income		2,256,422
Payments to vendors		(21,625,044)
Payments to employees		(2,609,419)
Net cash flows provided by (used in) operating activities		42,226,869

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

Proceeds from notes payable		64,092,203
Receipts from Department of Transportation		-
Interest payments		(27,867,694)
Acquisitions of construction in progress		(83,507,685)
Net cash flows provided by (used in) capital and related financing activities		(47,283,177)

**Cash flows from investing activities:**

Purchase of investments		(228,283,471)
Proceeds from sale or maturity of investments		186,370,091
Net cash flows provided by (used in) investing activities		(41,913,379)
Net increase (decrease) in cash and cash equivalents		(46,969,687)
Cash and cash equivalents at beginning of period		241,560,543
Cash and cash equivalents at end of period	\$	194,590,856

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

Operating income		\$ 27,254,882
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization		19,657,599
Changes in assets and liabilities:		
(Increase) decrease in accounts receivable		-
(Increase) decrease in prepaid expenses and other assets		(214,948)
(Decrease) increase in accounts payable		(3,377,163)
Increase (decrease) in accrued expenses		(1,093,501)
Total adjustments		14,971,988
Net cash flows provided by (used in) operating activities	\$	42,226,869

**Reconciliation of cash and cash equivalents:**

Unrestricted cash and cash equivalents		\$ 2,785,403
Restricted cash and cash equivalents		191,805,453
Total	\$	194,590,856

**INVESTMENTS by FUND**

		<b>Balance</b>	
		<b>December 31, 2019</b>	
<b>Renewal &amp; Replacement Fund</b>			
<b>TexSTAR</b>	<b>401,340.76</b>		
<b>Goldman Sachs</b>	<b>15,032.39</b>		
Agencies/ Treasuries		416,373.15	
<b>Grant Fund</b>			\$ 537,226,986.18
<b>TexSTAR</b>	<b>4,432,814.07</b>		
<b>Goldman Sachs</b>	<b>5,596,420.00</b>		
Agencies/ Treasuries	-	10,029,234.07	
<b>Senior Debt Service Reserve Fund</b>			
<b>TexSTAR</b>	<b>66,257,280.30</b>		
<b>Goldman Sachs</b>	<b>17,553,123.74</b>		
Agencies/ Treasuries	-	83,810,404.04	
<b>2010 Senior Lien DSF</b>			
<b>Goldman Sachs</b>	<b>7,498,681.93</b>	7,498,681.93	
<b>2011 Debt Service Acct</b>			
<b>Goldman Sachs</b>	<b>785,020.03</b>	785,020.03	
<b>2013 Sr Debt Service Acct</b>			
<b>Goldman Sachs</b>	<b>6,636,027.97</b>	6,636,027.97	
<b>2013 Sub Debt Service Account</b>			
<b>Goldman Sachs</b>	<b>4,803,824.72</b>	4,803,824.72	
<b>2015 Sr Capitalized Interest</b>			
<b>Goldman Sachs</b>	-	25,185,672.17	
<b>TexSTAR</b>	<b>25,185,672.17</b>		
<b>2015B Debt Service Account</b>			
<b>Goldman Sachs</b>	<b>1,723,716.99</b>	1,723,716.99	
<b>2016 Sr Lien Rev Refunding Debt Service Account</b>			
<b>Goldman Sachs</b>	<b>10,007,885.48</b>	10,007,885.48	
<b>2016 Sub Lien Rev Refunding Debt Service Account</b>			
<b>Goldman Sachs</b>	<b>2,091,066.81</b>	2,091,066.81	
<b>2016 Sub Lien Rev Refunding DSR</b>			
<b>Goldman Sachs</b>	<b>6,955,406.50</b>		
Agencies/ Treasuries	-	6,955,406.50	
<b>Operating Fund</b>			
<b>TexSTAR</b>	<b>238,703.35</b>		
<b>TexSTAR-Trustee</b>	<b>567,648.85</b>		
<b>Goldman Sachs</b>	<b>31,241.08</b>	837,593.28	
<b>Revenue Fund</b>			
<b>Goldman Sachs</b>	<b>3,804,482.93</b>	3,804,482.93	
<b>General Fund</b>			
<b>TexSTAR</b>	<b>35,952,088.03</b>		
<b>Goldman Sachs</b>	<b>10,541,522.21</b>	86,459,603.57	
Agencies/ Treasuries	39,965,993.33		
<b>2013 Sub Debt Service Reserve Fund</b>			
<b>TexSTAR</b>	<b>5,257,818.20</b>		
<b>Goldman Sachs</b>	<b>3,629,760.02</b>	8,887,578.22	
<b>71E Revenue Fund</b>			
<b>Goldman Sachs</b>	<b>13,166,611.28</b>	13,166,611.28	
<b>MoPac Revenue Fund</b>			
<b>Goldman Sachs</b>	<b>1,341,564.83</b>	1,341,564.83	
<b>MoPac General Fund</b>			
<b>Goldman Sachs</b>	<b>10,604,038.50</b>	10,604,038.50	
<b>MoPac Operating Fund</b>			
<b>Goldman Sachs</b>	<b>1,664,690.72</b>	1,664,690.72	
<b>MoPac Loan Repayment Fund</b>			
<b>Goldman Sachs</b>	-	0.00	
<b>2015B Project Account</b>			
<b>Goldman Sachs</b>	<b>15,873,162.86</b>		
Agencies/ Treasuries	-		
<b>TexSTAR</b>	<b>26,221,012.48</b>	42,094,175.34	
<b>2015 TIFIA Project Account</b>			
<b>Goldman Sachs</b>	<b>50,643,199.91</b>		
<b>TexSTAR</b>	<b>87,993,481.18</b>		
Agencies/ Treasuries	-	138,636,681.09	
<b>2011 Sr Financial Assistance Fund</b>			
<b>Goldman Sachs</b>	<b>0.01</b>	13,668,015.49	
<b>TexSTAR</b>	<b>13,668,015.48</b>		
<b>2018 Sr Lien Project Cap I</b>			
<b>Goldman Sachs</b>	<b>6,817,039.94</b>	6,817,039.94	
<b>2018 Sr Lien Project Account</b>			
<b>Goldman Sachs</b>	<b>109,106.94</b>		
<b>TexSTAR</b>	<b>38,979,715.42</b>	39,088,822.36	
<b>2018 Sub Debt Service Account</b>			
<b>Goldman Sachs</b>	<b>928,577.37</b>	928,577.37	
<b>2019 TIFIA Sub Lien Project Account</b>			
<b>Goldman Sachs</b>	<b>50,697.80</b>	50,697.80	
<b>45SW Toll Revenue Fund</b>			
<b>Goldman Sachs</b>	<b>301,075.98</b>	301,075.98	
<b>45SW General Fund</b>			
<b>Goldman Sachs</b>	<b>1,025,602.33</b>	1,025,602.33	
<b>45SW Operating Fund</b>			
<b>Goldman Sachs</b>	<b>322,184.63</b>	322,184.63	
<b>45SW Project Fund</b>			
<b>Goldman Sachs</b>	<b>7,584,636.66</b>	7,584,636.66	
		<u>\$ 537,226,986.18</u>	

**CTRMA INVESTMENT REPORT**

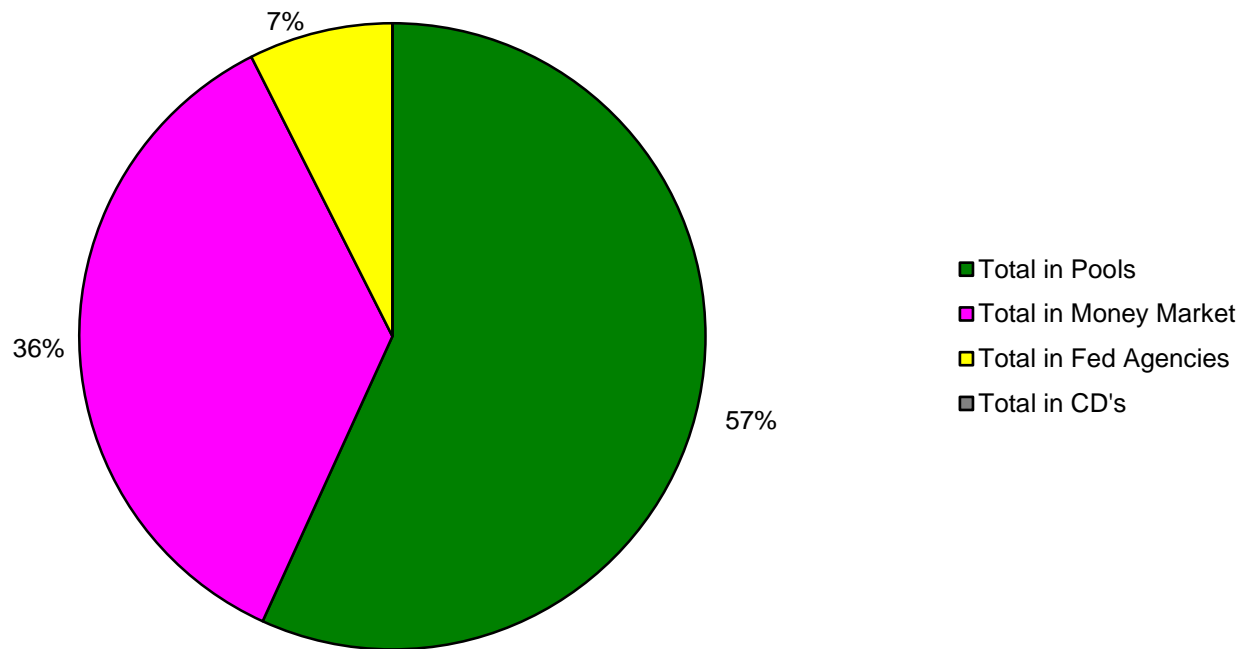
	Month Ending 12/31/19					Rate December	
	Balance 12/1/2019	Additions	Discount Amortization	Accrued Interest	Withdrawals		Balance 12/31/2019
<b>Amount in Trustee TexStar</b>							
2011 Sr Lien Financial Assist Fund	13,649,880.80			18,134.68		13,668,015.48	1.5643%
2013 Sub Lien Debt Service Reserve General Fund	5,250,842.15 35,904,386.80			6,976.05 47,701.23		5,257,818.20 35,952,088.03	1.5643% 1.5643%
Trustee Operating Fund	2,265,764.85	2,300,000.00		1,884.00	4,000,000.00	567,648.85	1.5643%
Renewal and Replacement Grant Fund	400,808.27 4,426,932.63			532.49 5,881.44		401,340.76 4,432,814.07	1.5643% 1.5643%
Senior Lien Debt Service Reserve Fund	46,182,316.34	20,000,000.00		74,963.96		66,257,280.30	1.5643%
2015A Sr Ln Project Cap Interest	25,152,255.92			33,416.25		25,185,672.17	1.5643%
2015B Sr Ln Project	1,202,405.01	25,000,000.00		18,607.47		26,221,012.48	1.5643%
2015C TIFIA Project	94,871,004.04			122,477.14	7,000,000.00	87,993,481.18	1.5643%
2018 Sr Lien Project Account	40,227,232.63			52,482.79	1,300,000.00	38,979,715.42	1.5643%
	269,533,829.44	47,300,000.00		383,057.50	12,300,000.00	304,916,886.94	
	438,218.73	4,000,000.00		484.62	4,200,000.00	238,703.35	1.5643%
<b>Amount in TexStar Operating Fund</b>							
	294,030.41	2,052,849.14		390.58	2,316,029.05	31,241.08	1.5610%
Operating Fund	7,656,941.61			10,872.20	83,177.15	7,584,636.66	1.5610%
45SW Project Fund	305,362.79	367,979.56		324.56	372,590.93	301,075.98	1.5610%
45SW Toll Revenue Fund	752,165.67	272,590.93		845.73		1,025,602.33	1.5610%
45SW General Fund	237,072.51	100,000.00		270.08	15,157.96	322,184.63	1.5610%
45SW Operating Fund	40,819,346.10			53,816.76	25,000,000.00	15,873,162.86	1.5610%
2015B Project Account	1,018,188.91	57,281,250.00		1,265.33	7,657,504.33	50,643,199.91	1.5610%
2015C TIFIA Project Account	0.01			0.00		0.01	1.5610%
2011 Sr Financial Assistance Fund	6,854,345.51	635,693.41		8,643.01		7,498,681.93	1.5610%
2010 Senior DSF	783,986.41			1,033.62		785,020.03	1.5610%
2011 Senior Lien Debt Service Acct	5,800,268.74	828,625.46		7,133.77		6,636,027.97	1.5610%
2013 Senior Lien Debt Service Acct	3,624,980.80			4,779.22		3,629,760.02	1.5610%
2013 Sub Debt Service Reserve Fund	4,201,027.54	597,628.76		5,168.42		4,803,824.72	1.5610%
2013 Subordinate Debt Service Acct	1,437,340.14	284,658.21		1,718.64		1,723,716.99	1.5610%
2015B Debt Service Acct	8,826,371.07	1,170,602.87		10,911.54		10,007,885.48	1.5610%
2016 Sr Lien Rev Refunding Debt Service Account	1,778,144.42	310,770.60		2,151.79	3,999,448.69	2,091,066.81	1.5610%
2016 Sub Lien Rev Refunding Debt Service Account	6,946,248.48			9,158.02		6,955,406.50	1.5610%
2018 Sr Lien Project Cap I	6,808,065.50			8,974.44		6,817,039.94	1.5610%
2018 Sr Lien Project Account	2,107,351.83	1,995,404.54		5,799.26		109,106.94	1.5610%
2018 Sub Debt Service Account	774,284.34	153,367.34		925.69		928,577.37	1.5610%
2019 TIFIA Sub Lien Project Account	50,631.06			66.74		50,697.80	1.5610%
Grant Fund	5,589,051.32			7,368.68		5,596,420.00	1.5610%
Renewal and Replacement	15,012.60			19.79		15,032.39	1.5610%
Revenue Fund	2,883,927.87	13,580,879.26		4,885.28	12,665,209.48	3,804,482.93	1.5610%
General Fund	8,537,330.68	3,498,399.25		14,985.55	1,509,193.27	10,541,522.21	1.5610%
Senior Lien Debt Service Reserve Fund	37,503,678.40			49,445.34	20,000,000.00	17,553,123.74	1.5610%
71E Revenue Fund	12,321,865.30	868,183.32		15,620.89	39,058.23	13,166,611.28	1.5610%
MoPac Revenue Fund	0.00	1,666,991.68		1,697.12	327,123.97	1,341,564.83	1.5610%
MoPac General Fund	10,694,348.56	127,123.97		11,350.71	228,784.74	10,604,038.50	1.5610%
MoPac Operating Fund	1,434,169.90	350,000.00		1,866.74	121,345.92	1,664,690.72	1.5610%
MoPac Loan Repayment Fund	0.00	68,134.24		11.69	68,145.93	0.00	1.5610%
	180,055,538.48	86,211,132.54	0.00	241,501.19	74,402,769.65	192,105,402.56	
<b>Amount in Fed Agencies and Treasuries</b>							
Amortized Principal	89,900,708.18		65,285.15		50,000,000.00	39,965,993.33	
	89,900,708.18		65,285.15	0.00	50,000,000.00	39,965,993.33	
<b>Certificates of Deposit</b>							
Total in Pools	269,972,048.17	51,300,000.00		383,542.12	16,500,000.00	305,155,590.29	
Total in GS FSGF	180,055,538.48	86,211,132.54		241,501.19	74,402,769.65	192,105,402.56	
Total in Fed Agencies and Treasuries	89,900,708.18		65,285.15		50,000,000.00	39,965,993.33	
<b>Total Invested</b>	<b>539,928,294.83</b>	<b>137,511,132.54</b>	<b>65,285.15</b>	<b>625,043.31</b>	<b>140,902,769.65</b>	<b>537,226,986.18</b>	

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

William Chapman, CFO  
Mary Temple, Controller

12/31/2019

## Allocation of Funds



Amount of Investments As of December 31, 2019

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
Farmer Mac	31422BDL1	20,000,000.00	20,000,000.00	20,140,320.00	2.5995%	3/11/2019	9/25/2020	General Fund
Fannie Mae	3135G0T29	19,795,960.00	19,965,993.33	19,996,133.00	2.5600%	3/5/2019	2/28/2020	General Fund
US Treasury Note	912828UF5	<b>MATURED</b>	<b>MATURED</b>	<b>MATURED</b>	2.3352%	3/5/2019	12/31/2019	2015C TIFIA Project
		<u>39,795,960.00</u>	<u>39,965,993.33</u>	<u>40,136,453.00</u>				

Agency	CUSIP #	COST	Cumulative Amortization	12/31/2019			Interest Income		
				Book Value	Maturity Value		Accrued Interest	Amortization	Interest Earned
Farmer Mac	31422BDL1	20,000,000.00	-	20,000,000.00	20,000,000.00		43,333.33	-	43,333.33
Fannie Mae	3135G0T29	19,795,960.00	170,033.33	19,965,993.33	20,000,000.00		25,000.00	17,003.33	42,003.33
US Treasury Note	912828UF5	<b>MATURED</b>	<b>MATURED</b>	<b>MATURED</b>	50,000,000.00		46,875.00	48,281.82	95,156.82
		<u>39,795,960.00</u>	<u>170,033.33</u>	<u>39,965,993.33</u>	<u>90,000,000.00</u>		<u>115,208.33</u>	<u>65,285.15</u>	<u>180,493.48</u>

# ESCROW FUNDS

**Travis County Escrow Fund - Elroy Road**

	<b>Balance</b>		<b>Accrued</b>		<b>Balance</b>
	<b>12/1/2019</b>	<b>Additions</b>	<b>Interest</b>	<b>Withdrawals</b>	<b>12/31/2019</b>
Goldman Sachs	23,786,482.55		31,522.30	43,653.98	23,774,350.87

**Travis County Escrow Fund - Ross Road**

	<b>Balance</b>		<b>Accrued</b>		<b>Balance</b>
	<b>12/1/2019</b>	<b>Additions</b>	<b>Interest</b>	<b>Withdrawals</b>	<b>12/31/2019</b>





# 183 South Design-Build Project

## Contingency Status

December 31, 2019



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

<b>Total Project Contingency</b>	<b>\$47,860,000</b>
----------------------------------	---------------------

<b>Obligations</b>	CO#1	City of Austin ILA Adjustment	(\$2,779,934)
	CO#2	Addition of Coping to Soil Nail Walls	\$742,385
	CO#4	Greenroads Implementation	\$362,280
	CO#6	51st Street Parking Trailhead	\$477,583
	CO#9	Patton Interchange Revisions	\$3,488,230
	CO#17	Boggy Creek Turnaround	\$2,365,876
		Others Less than \$300,000 (6)	\$1,228,917
	CO#10	City of Austin Utility (\$1,010,000 - no cost to RMA)	\$0
	Executed Change Orders		\$5,885,337
	Change Orders Under Negotiation		\$7,030,000
Potential Contractual Obligations		\$19,160,000	

<b>(-) Total Obligations</b>	<b>\$32,075,337</b>
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<b>Remaining Project Contingency</b>	<b>\$15,784,663</b>
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**SH 45SW Construction  
Contingency Status**  
December 31, 2019



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

<b>Total Project Contingency</b>		<b>\$ 7,520,000</b>
<b>Obligations</b>	CO #04 Installation of PEC and TWC Conduits	\$ 458,439
	CO #05 Installation of SSTR Drilled Shafts and Moment Slab	\$ 538,945
	CO #23 Addressed and Mitigate Excessive and Oversized Boulders Encountered on Project	\$ 1,570,581
	CO #24 Additional Landscape; Monument Lighting Interpretive Signs; Additional Wayfinder	\$ 568,550
	Total of Others Less than \$300,000 (25)	\$ 382,710
	Executed Change Orders	<b>\$ 3,519,225</b>
	Change Orders in Negotiations	<b>\$ 50,000</b>
	Potential Contractual Obligations	<b>\$ 988,555</b>
<b>(-) Total Obligations</b>		<b>\$ 4,557,781</b>
<b>Remaining Project Contingency</b>		<b>\$ 2,962,219</b>

McCarthy's Original Bid	\$	75,103,623.15
Executed Change Orders	\$	3,519,225.11
Change Orders in Negotiation	\$	50,000.00
McCarthy's Environmental and Ride Quality Bonus	\$	527,355.00
Quantity Adjustments	\$	198,206.26
McCarthy's Potential Overall Contract Value	\$	79,398,409.52



## MOPAC Misc. Construction

### Financial Status

December 31, 2019



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

Change Orders		
	Total of Others Less than \$300,000	\$ 530,112
<b>Executed Change Orders</b>		<b>\$ 530,112</b>
<b>Revised Construction Contract Value</b>		<b>\$ 5,113,392</b>
Change Orders under Negotiation		\$ 60,000
<b>Potential Construction Contract Value</b>		<b>\$ 5,175,709</b>
Amount paid McCarthy through December 2019 draw (as of 12/31/2019)		\$ (4,491,614)
<b>Potential Amount Payable to McCarthy</b>		<b>\$ 684,094</b>



**290E Ph. III**  
**Contingency Status**  
 December 31, 2019



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

<b>Total Mobility Authority Contingency</b>	<b>\$10,633,758</b>
<b>Total TxDOT Project Contingency</b>	<b>\$15,292,524</b>

<b>Obligations</b>	Others Less than \$300,000 (1)	\$143,530
	Executed Change Orders	\$143,530
	Change Orders Under Negotiation	\$265,000
	Potential Contractual Obligations	\$1,860,000

<b>(-) Total Obligations</b>	<b>\$2,268,530</b>
------------------------------	--------------------

<b>Remaining Mobility Authority Contingency</b>	<b>\$8,420,910</b>
<b>Remaining TxDOT Contingency</b>	<b>\$15,236,961</b>



## Monthly Newsletter - December 2019

### Performance

#### As of December 31, 2019

Current Invested Balance	\$8,550,355,101.35
Weighted Average Maturity (1)	38 Days
Weighted Average Maturity (2)	105 Days
Net Asset Value	0.999959
Total Number of Participants	918
Management Fee on Invested Balance	0.06%*
Interest Distributed	\$11,129,482.66
Management Fee Collected	\$411,102.92
% of Portfolio Invested Beyond 1 Year	9.53%
Standard & Poor's Current Rating	AAAm

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

#### December Averages

Average Invested Balance	\$8,067,895,908.63
Average Monthly Yield, on a simple basis	1.5643%
Average Weighted Average Maturity (1)*	36 Days
Average Weighted Average Maturity (2)*	110 Days

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

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

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

### New Participants

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

★Harris County Housing Finance Corporation

### Holiday Reminder

In observance of Martin Luther King Jr. holiday, **TexSTAR will be closed Monday, January 20, 2020.** All ACH transactions initiated on Friday, January 17th will settle on Tuesday, January 21st.

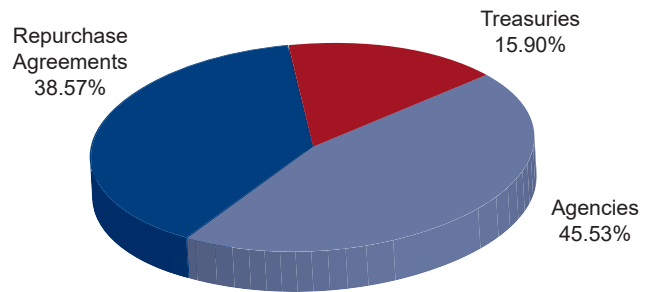
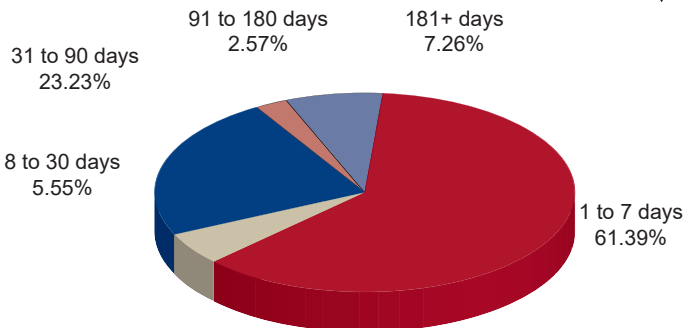
### Economic Commentary

All major risk assets continued to rally in December as optimism improved, trade tensions eased between the U.S. and China and recession risk abated. As such, the Treasury yield curve steepened and credit spreads tightened. A "Phase One" trade deal is expected to be signed in early January, in which the U.S. agreed not to implement tariffs that were scheduled to take place in December and to cut in half the tariffs already applied to Chinese goods in September. Global macroeconomic data stabilized over the fourth quarter: U.S. job gains picked up as business sentiment plateaued and manufacturing sentiment improved globally. Final U.S. GDP growth in Q3 was unrevised at 2.1%, with Q4 tracking slightly below. As expected, the Federal Open Market Committee (FOMC) left the fed funds rate unchanged in December and indicated that policy would likely be on hold through 2020. While pointing out that the labor market is strong, the Federal Reserve (Fed) is still monitoring potential global developments and muted inflation pressures.

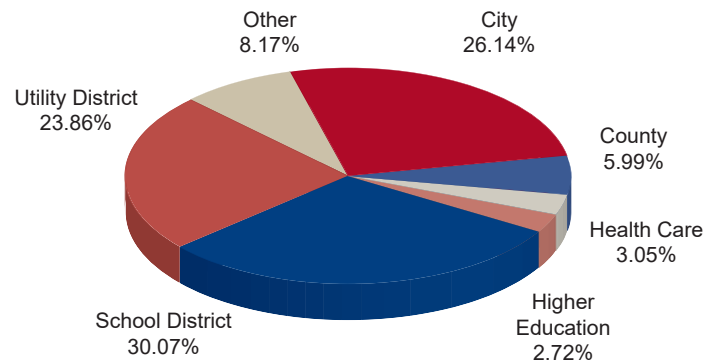
After a thaw in the trade war and a year of three Fed rate cuts, along with easing by dozens of other central banks, the probability of recession has declined. In retrospect, it was all so clear. The Fed's pivot at the start of 2019 told us it recognized it had little choice but to reverse their tightening policy of 2015-2018 in an effort to offset the impact of the escalating trade war and tariffs. And that's exactly what it did. Throughout 2019, as tariffs were increased and trade tensions escalated, the Fed cut rates three times and soothed the markets. And, it wasn't just the Fed. In fact, 40 other global central banks cut rates a combined total of 63 times, for a cumulative 3,000-plus bps in easing. They literally flooded the global markets and economy with liquidity. And then, like a holiday miracle, the U.S. and China sought to ease trade tensions by working toward a phase one deal. Suddenly, as we head into 2020, the combination of overwhelming central bank easing and the de-escalation in trade tensions has provided a powerful backdrop to the markets. Meanwhile, central banks have let us know that monetary policy is on hold, drawing a line under the amount of accommodation and number of unconventional tools they are willing to deploy. Both the Fed and the European Central Bank (ECB) have made it clear that the politicians must step in and help. Will it be a trade compromise? Concerted borrowing and fiscal stimulus? Or some form of lasting structural reform? 2020 is poised to be an interesting year.

# Information at a Glance

## Portfolio by Type of Investment As of December 31, 2019



## Portfolio by Maturity As of December 31, 2019



## Distribution of Participants by Type As of December 31, 2019

# Historical Program Information

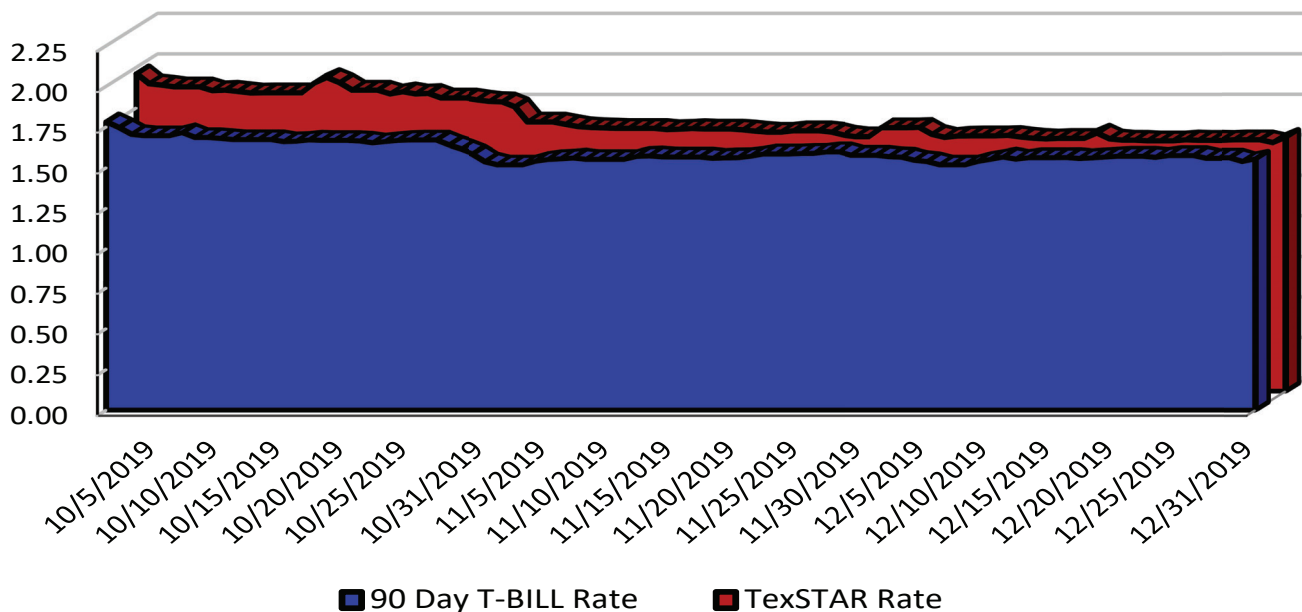
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Dec 19	1.5643%	\$8,550,355,101.35	\$8,550,086,726.49	0.999959	36	110	918
Nov 19	1.6177%	8,004,510,359.61	8,003,923,189.55	0.999918	30	109	917
Oct 19	1.8510%	8,148,867,422.02	8,148,521,034.89	0.999957	24	109	915
Sep 19	2.1065%	7,801,760,097.32	7,801,464,171.79	0.999962	22	113	912
Aug 19	2.1258%	8,162,241,291.21	8,162,120,700.72	0.999955	22	104	909
Jul 19	2.3883%	8,182,604,967.44	8,182,476,436.15	0.999984	13	92	908
Jun 19	2.3790%	8,072,061,682.23	8,072,222,027.73	1.000019	19	103	906
May 19	2.4048%	8,251,300,232.20	8,251,929,597.00	1.000042	25	105	902
Apr 19	2.4243%	8,464,290,753.69	8,464,331,283.11	1.000004	26	101	895
Mar 19	2.4112%	8,378,300,782.34	8,378,032,817.90	0.999968	41	106	893
Feb 19	2.4001%	9,198,012,187.60	9,197,689,206.82	0.999964	45	99	891
Jan 19	2.3937%	8,624,044,987.80	8,623,938,284.28	0.999987	37	82	890

# Portfolio Asset Summary as of December 31, 2019

	Book Value	Market Value
Uninvested Balance	\$ 245.22	\$ 245.22
Accrual of Interest Income	10,433,998.87	10,433,998.87
Interest and Management Fees Payable	(11,162,398.11)	(11,162,398.11)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	3,297,470,999.63	3,297,470,999.63
Government Securities	5,253,612,255.74	5,253,343,880.88
<b>Total</b>	<b>\$ 8,550,355,101.35</b>	<b>\$ 8,550,086,726.49</b>

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

# TexSTAR versus 90-Day Treasury Bill



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

## Daily Summary for December 2019

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
12/1/2019	1.6263%	0.000044555	\$8,004,510,359.61	0.999918	36	112
12/2/2019	1.6286%	0.000044618	\$8,034,431,377.85	0.999916	36	111
12/3/2019	1.5854%	0.000043436	\$8,057,470,000.02	0.999937	36	110
12/4/2019	1.5668%	0.000042925	\$8,035,440,698.18	0.999941	35	110
12/5/2019	1.5749%	0.000043148	\$8,033,714,166.01	0.999941	35	109
12/6/2019	1.5763%	0.000043187	\$7,991,631,287.67	0.999949	33	111
12/7/2019	1.5763%	0.000043187	\$7,991,631,287.67	0.999949	33	111
12/8/2019	1.5763%	0.000043187	\$7,991,631,287.67	0.999949	33	111
12/9/2019	1.5791%	0.000043264	\$7,942,849,992.19	0.999957	35	111
12/10/2019	1.5690%	0.000042987	\$7,944,088,967.20	0.999960	37	115
12/11/2019	1.5613%	0.000042776	\$7,948,851,254.83	0.999960	40	118
12/12/2019	1.5572%	0.000042664	\$8,015,219,416.58	0.999933	39	116
12/13/2019	1.5608%	0.000042761	\$7,965,677,623.12	0.999940	38	115
12/14/2019	1.5608%	0.000042761	\$7,965,677,623.12	0.999940	38	115
12/15/2019	1.5608%	0.000042761	\$7,965,677,623.12	0.999940	38	115
12/16/2019	1.5935%	0.000043658	\$7,978,199,748.40	0.999935	38	114
12/17/2019	1.5572%	0.000042663	\$8,074,557,964.42	0.999930	37	112
12/18/2019	1.5498%	0.000042461	\$8,139,620,122.29	0.999942	37	111
12/19/2019	1.5495%	0.000042452	\$8,055,414,805.79	0.999941	37	111
12/20/2019	1.5454%	0.000042341	\$8,020,943,407.48	0.999943	36	110
12/21/2019	1.5454%	0.000042341	\$8,020,943,407.48	0.999943	36	110
12/22/2019	1.5454%	0.000042341	\$8,020,943,407.48	0.999943	36	110
12/23/2019	1.5517%	0.000042511	\$7,976,444,505.51	0.999942	36	110
12/24/2019	1.5489%	0.000042436	\$8,029,042,994.69	0.999941	35	107
12/25/2019	1.5489%	0.000042436	\$8,029,042,994.69	0.999941	35	107
12/26/2019	1.5475%	0.000042397	\$8,110,675,256.46	0.999937	35	108
12/27/2019	1.5506%	0.000042482	\$8,241,492,671.54	0.999951	34	104
12/28/2019	1.5506%	0.000042482	\$8,241,492,671.54	0.999951	34	104
12/29/2019	1.5506%	0.000042482	\$8,241,492,671.54	0.999951	34	104
12/30/2019	1.5334%	0.000042011	\$8,485,608,472.09	0.999952	35	101
12/31/2019	1.5661%	0.000042906	\$8,550,355,101.35	0.999959	38	105
Average	1.5643%	0.000042859	\$8,067,895,908.63		36	110





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

### ***TexSTAR Board Members***

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



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

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



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

**RESOLUTION NO. 20-004**

**APPROVING CONTRACTS WITH IMPERIUM PUBLIC AFFAIRS LLC &  
INFRASTRUCTURE SOLUTIONS INC. FOR GOVERNMENT RELATIONS SERVICES**

WHEREAS, the Mobility Authority desires to obtain government relations consulting services to advise the Mobility Authority in support of its mission and goals; and

WHEREAS, on November 1, 2019, the Executive Director issued a request for proposals (RFP) to firms interested in providing government relations services to the Mobility Authority, and received timely responses from six qualified firms; and

WHEREAS, in accordance with Mobility Authority procurement policies, the Mobility Authority evaluated the written submissions from each of the six firms; and

WHEREAS, based on the evaluation of the responses to the RFP, the Executive Director recommends awarding contracts for government relations services to Imperium Public Affairs LLC and to Infrastructure Solutions Inc.; and


WHEREAS, the Executive Director requests authorization from the Board to execute a contract for government relations services with Imperium Public Affairs LLC in an amount not to exceed \$195,500 and in the form or substantially the same form attached hereto as Exhibit A; and

WHEREAS, the Executive Director requests authorization from the Board to execute a contract for government relations services with Infrastructure Solutions Inc. in an amount not to exceed \$172,500 and in the form or substantially the same form attached hereto as Exhibit B.


NOW THEREFORE, BE IT RESOLVED that the Board hereby authorizes the Executive Director to finalize and execute contracts for government relations services with Imperium Public Affairs LLC in an amount not to exceed \$195,500 and Infrastructure Solutions Inc. in an amount not to exceed \$172,500 and in substantially the same form as attached hereto as Exhibit A and Exhibit B respectively.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29<sup>th</sup> day of January 2020.

Submitted and reviewed by:

  
Geoffrey Petrov, General Counsel

Approved:

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

**Exhibit A**

**Imperium Public Affairs LLC Agreement**

**GOVERNMENT RELATIONS CONSULTING SERVICES AGREEMENT  
BETWEEN  
THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY  
AND  
IMPERIUM PUBLIC AFFAIRS, LLC**

This Government Relations Consulting Services Agreement (the “Agreement”) is made and entered into by and between the Central Texas Regional Mobility Authority (the “Mobility Authority”), a Texas political subdivision, and Imperium Public Affairs (the “Consultant”), a Texas Limited Liability Company, to be effective as of the 3rd day of February, 2020 (the “Effective Date”).

**WITNESSETH:**

WHEREAS, the Mobility Authority desires to obtain the services of a firm to provide government relations consulting services and advice to the Mobility Authority in support of its mission and goals; and

WHEREAS, the Mobility Authority solicited proposals from firms interested in providing government relations consulting services and the Consultant was among the respondents; and

WHEREAS, based on the representations and experience reflected in the response to the request for proposals submitted by Consultant, the Mobility Authority selected Consultant as the best qualified firm to provide government relations consulting services; and

WHEREAS, by Resolution No. \_\_\_\_, the Mobility Authority’s Board of Directors (“Board of Directors”) approved the selection of Consultant and authorized the Mobility Authority’s Executive Director to finalize and execute a contract for government relations consulting services.

NOW, THEREFORE, the Mobility Authority and Consultant, in consideration of the mutual covenants and agreement herein contained, do hereby agree as follows:

**ARTICLE I  
RETENTION OF THE CONSULTANT**

The Mobility Authority agrees to and hereby retains Consultant as an independent contractor, in accordance with the terms and conditions of this Agreement. The Consultant will be required to complete tasks described herein, in consultation with the Mobility Authority and within the budget established by the Board of Directors.

**ARTICLE II  
SCOPE OF SERVICES**

Consultant covenants and agrees to provide those services listed in the Scope of Services, as set forth in the attached Appendix A (the “Services”) in a professional and complete manner in all respects. The Services may be performed directly by Consultant or, subject to the agreement of

the Mobility Authority, provided by Consultant through its subcontractors and subconsultants. Consultant agrees to provide adequate resources at all times throughout the term of this Agreement to provide the Services promptly and professionally as requested by the Mobility Authority. Without limiting any of its other rights under this Agreement or otherwise, the Mobility Authority may withhold payment of fees or reimbursement of expenses to Consultant if the Consultant fails to meet any provision of this Agreement regarding the Services, and the failure or noncompliance is not due to the fault of the Mobility Authority.

### **ARTICLE III TERM AND TERMINATION**

The term of this Agreement shall commence on the Effective Date, terminating on the 31st day of December, 2021. By mutual written agreement of the Mobility Authority and Consultant, this Agreement may be extended for up to two (2) additional two-year periods.

Either party may terminate this Agreement for any reason, with or without cause, and thereby sever the independent contractor relationship between Consultant and the Mobility Authority, by providing a minimum of thirty (30) days prior written notice of its election to terminate to the other party. However, any termination for cause by Mobility Authority is effective immediately upon the delivery of notice of termination to Consultant. The Mobility Authority may terminate this Agreement for cause if Consultant fails to satisfactorily perform or adhere to any provisions of this Agreement, breaches the confidentiality requirements, or otherwise engages in activity that, in the Mobility Authority's sole judgment, would subject the Mobility Authority in any manner to damages, liability, or damage to the Mobility Authority's reputation. Upon any termination, the Mobility Authority shall pay any undisputed fees and reimbursable expenses, including non-cancelable expenses, approved by the Mobility Authority in accordance with the terms of this Agreement which are incurred before the termination date provided that Consultant has made reasonable efforts to mitigate all costs or other damages associated with the termination.

### **ARTICLE IV PAYMENT FOR SERVICES**

**1. Monthly Compensation.** Consultant shall receive a monthly payment of \$8,500 to provide the Services

**2. Reimbursement.** The Mobility Authority shall reimburse Consultant for reasonable, ordinary, and necessary business expenses incurred by Consultant in performing the authorized duties and Services, including all reasonable out-of-pocket, third-party vendor expenses incurred by Consultant in performing the Services, direct expenses such as reasonable postage, delivery, shipping, duplication, printing costs; supplies and out of pocket expenses for production, on-line research, media, and purchased goods necessary to perform the Services.

The Mobility Authority shall reimburse Consultant monthly for pre-approved (in writing) travel and related expenses incurred by Consultant or its employees in performing the Services, including, but not limited to, air travel, ground transportation, lodging, meals, courier services and overnight delivery. Except with respect to meals incurred in connection with pre-approved travel, meals and alcohol are not reimbursable.

Consultant shall take all reasonable steps to acquire all goods and services subject to reimbursement by the Mobility Authority under this Agreement on a tax-free basis pursuant to the Authority's tax-exempt status described in Article IV, Section 3.

**3. Overall Compensation.** The Board of Directors shall identify an annual budget amount for government relations consulting services in each annual budget it approves. The aggregate of expenditures approved under this Agreement may not exceed, on corresponding annual basis, the amount identified in the budget for government relations consulting services without a corresponding amendment to the budget approved by the Mobility Authority Board of Directors. All payments to be made by the Mobility Authority to Consultant pursuant to this Agreement are inclusive of federal, state, or other taxes, if any, however designated, levied, or based. The Authority acknowledges and represents that it is a tax-exempt entity under Sections 151.309, et seq., of the Texas Tax Code.

**4. Attendance at Meetings.** At the request of the Authority, the Consultant shall provide appropriate personnel for meetings of the Mobility Authority Board of Directors, conferences at its offices, or attend meetings and conferences at the various offices of other consultants serving the Authority or at any other reasonably convenient location. Without limiting the foregoing, the Consultant shall provide personnel for periodic meetings with other parties when requested by the Authority and at such locations designated by the Authority. Pre-approved travel will be reimbursed according to Article IV, Section 2, of this Agreement.

**5. Invoicing.** Consultant shall bill the Mobility Authority for Services rendered and the reimbursable expenses incurred by providing to the Mobility Authority a monthly invoice dated on the last day of each month and delivered on or before the 15<sup>th</sup> day of the following month. Each monthly invoice generally describe the Services performed and any reimbursable expenses incurred by Consultant from, as applicable, the first day of the month through the last day of that month (each such period being called a "Pay Period" under this Agreement). Each monthly invoice must include the total amounts payable for the Pay Period, the total amount paid during the then-current calendar year, and such other detail or information as the Mobility Authority requests from time to time. Consultant shall certify each monthly invoice as true and correct for the month for which invoiced Services were provided and reimbursable expenses were incurred.

Upon receipt of an invoice that complies with the requirements set forth herein, the Mobility Authority shall pay all undisputed amounts, which are due and payable within thirty (30) days. The Mobility Authority reserves the right to withhold payment of all or part of a Consultant billing statement in the event of any of the following: (1) dispute over the work or costs thereof is not resolved within a thirty (30) day period; (2) pending verification of satisfactory work performed; or (3) if required reports are not received.

Monthly invoices shall be sent to:

Dee Anne Heath, Director of External Affairs  
Central Texas Regional Mobility Authority  
3300 N IH-35, Suite 300  
Austin, TX 78705

**ARTICLE V  
SUBCONSULTANTS AND KEY PERSONNEL**

The Consultant may provide for the performance of portions of the Services with the assistance of one or more subconsultants, provided that any subconsultant proposed to be utilized is approved, in advance and in writing, by the Mobility Authority. In the event Consultant does utilize one or more approved subconsultants, Consultant shall remain fully liable for the actions or inactions of such subconsultants and shall be solely responsible for compensating the subconsultants.

Consultant acknowledges and agrees that the individual(s) identified as Key Personnel on Appendix B are key and integral to the satisfactory performance of Consultant under this Agreement. Throughout the term of this Agreement, Consultant agrees that the identified individual(s), whether employee(s) of Consultant or of an approved subconsultant selected and engaged by Consultant, will remain in charge of the performance of the Services and shall devote substantial and sufficient time and attention thereto. The failure or inability of any such individual to devote sufficient time and attention to the Services shall, at the Mobility Authority's option, constitute a default requiring Consultant promptly to replace said individual with a person suitably qualified and otherwise acceptable to the Mobility Authority. In the event of the death or disability of any such individual or his/her disassociation from Consultant, Consultant shall have thirty (30) days in which to identify and propose a replacement acceptable to Mobility Authority. The failure to identify an acceptable replacement shall be an event of default.

**ARTICLE VI  
REMOVAL OF PERSONNEL**

All persons providing the Services, whether employees of Consultant or of an approved subconsultant selected and engaged by Consultant, shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any such person who, in the opinion of the Mobility Authority, is incompetent or by his or her conduct becomes detrimental to the provision of the Services shall, upon request of the Mobility Authority, promptly be removed from providing the Services to the Mobility Authority. If requested, Consultant shall furnish the Mobility Authority with an equally qualified candidate for replacement of the removed person within ten (10) days thereafter; provided, however, said candidate shall not begin work under this Agreement unless and until approved by the Mobility Authority.

**ARTICLE VII  
RELATIONSHIP BETWEEN THE PARTIES**

The parties recognize that the Mobility Authority, through its Executive Director and assigned staff, manage the day-to-day business and affairs of the Mobility Authority and that only an independent contractor relationship, and no other type of relationship, exists between the Mobility Authority and Consultant. Consultant acknowledges and agrees that neither it, nor any of Consultant's employees, officers, agents, or contractors, shall be considered an employee of the Mobility Authority for any purpose.

In the performance of the Services, Consultant as an independent contractor possesses the sole right to supervise, manage, operate, control, and direct the performance of the details incident to the Services. Consultant is not entitled to any insurance, pension, vacation, sick leave, or other benefits customarily afforded to employees of the Mobility Authority. Nothing in this Agreement is deemed or construed to create a partnership, joint venture, or joint enterprise; or relationship of employee-employer or principal-agent.

## **ARTICLE VIII REPRESENTATION AND WARRANTIES**

Consultant represents and warrants that the individual executing this Agreement on behalf of Consultant is duly authorized by Consultant to do so, and that this Agreement constitutes a valid and legally binding agreement of Consultant enforceable against it in accordance with its terms.

Consultant further represents and warrants to the Mobility Authority that Consultant (a) is under no contractual or other restriction or obligation, the compliance with which is inconsistent with or would hinder the execution of this Agreement, the performance of Consultant's obligations hereunder, or of the rights of the Mobility Authority hereunder; (b) in relation to its engagement hereunder, and without limiting the representation in preceding clause, is not a contractor, or representative of, or contractor for any other firm currently under contract with the Mobility Authority or intending to bid for any contract; (c) is under no financial constraints that would hinder the full performance of the obligations under this Agreement; and (d) is not under contract, and must not without the Mobility Authority's prior written consent, contract with any company, organization, or person that the Mobility Authority reasonably believes to be in opposition or hostile to the Mobility Authority's operation and mission.

Consultant further represents and warrants that it has complied with, and will continue to comply with, all registration and reporting requirements proscribed by Chapter 305, Texas Government Code, administrative rules and requirements promulgated by the Texas Ethics Commission, and all other laws applicable to the activities of Consultant in performing the Services.

Consultant further represents and warrants that it will not, on behalf of other clients of Consultant, advocate for positions or actions that are adverse to or in conflict with the interests of the Mobility Authority, and that it shall at all times comply with the requirements of Sec. 305.028, Texas Government Code, regarding "Prohibited Conflicts of Interest."

## **ARTICLE IX INDEMNIFICATION; LIMITATION ON LIABILITY**

**CONSULTANT SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE MOBILITY AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND CONSULTANTS FROM ANY THIRD PARTY CLAIMS, COSTS, EXPENSES, OR LIABILITIES OF ANY TYPE OR NATURE, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS (COLLECTIVELY, "CLAIMS"), TO THE EXTENT ARISING FROM CONSULTANT'S PERFORMANCE OF THE SERVICES TO BE ACCOMPLISHED UNDER THIS AGREEMENT, WHETHER SUCH**

**CLAIM IS BASED IN CONTRACT, TORT, OR STRICT LIABILITY. CONSULTANT ALSO SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE MOBILITY AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND CONSULTANTS FROM ANY CLAIMS (AS DEFINED ABOVE), TO THE EXTENT ARISING FROM CONSULTANT'S MATERIAL BREACH OF THIS AGREEMENT. IN THE EVENT THE MOBILITY AUTHORITY, OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND THE CONSULTANTS ARE FOUND, INDIVIDUALLY OR COLLECTIVELY, TO BE PARTIALLY AT FAULT WITH RESPECT TO A CLAIM (AS DEFINED ABOVE) UNDER THIS PARAGRAPH, CONSULTANT SHALL, NEVERTHELESS, INDEMNIFY THE MOBILITY AUTHORITY, AND ITS EMPLOYEES, DIRECTORS, AGENTS AND CONSULTANTS FROM AND AGAINST THE PORTION OF SUCH CLAIM RELATING TO PERCENTAGE OF FAULT ATTRIBUTABLE TO CONSULTANT, ITS EMPLOYEES, AGENTS, OR CONTRACTORS SELECTED AND ENGAGED BY CONSULTANT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON.**

**CONSULTANT'S AGGREGATE LIABILITY ARISING OUT OF, OR RELATING TO, THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY), BUT EXCLUDING DAMAGES AND CLAIMS COVERED BY INSURANCE PROCEEDS, SHALL NOT EXCEED DOUBLE THE AMOUNT SET FORTH IN THE MOBILITY AUTHORITY'S ANNUAL BUDGET.**

**THE FOREGOING LIMIT OF LIABILITY SHALL NOT EXCLUDE OR AFFECT (A) ANY LIABILITY FOR GROSS NEGLIGENCE, FRAUD, INTENTIONAL MISCONDUCT, OR CRIMINAL ACTS BY CONSULTANT, IT'S EMPLOYEES OR SUBCONSULTANTS AND (B) ANY LIABILITY FOR ANY TYPE OF DAMAGE OR LOSS, TO THE EXTENT SUCH LOSS OR DAMAGE IS COVERED BY INSURANCE PROCEEDS FROM INSURANCE CONSULTANT CARRIES, REGARDLESS OF WHETHER REQUIRED TO BE CARRIED HEREUNDER.**

## **ARTICLE X GENERAL PROVISIONS**

**1. Compliance with Laws.** Consultant and the Mobility Authority each shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, codes, and regulations, and with the orders and decrees of any courts, administrative bodies, or tribunals in any matter affecting its performance under this Agreement, including, without limitation, workers' compensation laws, antidiscrimination laws, minimum and maximum salary and wage statutes and regulations, health and safety codes, and licensing laws and regulations.

**2. Audit.** The Mobility Authority shall have the exclusive right to examine Consultant's books and records as they relate to the Services performed to verify the costs or expenses incurred in the performance of this Agreement. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and shall make such materials available at its office during the term of the Agreement and for four (4) years



from the date of final payment under this Agreement or until pending litigation has been completely and fully resolved, whichever occurs last.

3. **Entire Agreement.** This Agreement is the entire agreement of the parties, and supersedes any and all oral representations, warranties, understandings, stipulations, agreements, or promises pertaining to this Agreement that are not incorporated in writing in this Agreement.

4. **Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws of the State of Texas.

5. **Exclusive Jurisdiction and Venue.** Consultant agrees that the exclusive jurisdiction and venue for any legal action or proceeding, at law or in equity, arising out of or relating to the Agreement, shall be in Travis County, Texas. Consultant waives all objections it might have to the jurisdiction or venue of such court and hereby consents to such court's jurisdiction, regardless of Consultant's residence or domicile, for any such action or proceeding.

6. **Invalidity.** If any term or condition of this Agreement is declared legally invalid or unenforceable by a court of competent jurisdiction, that decision does not affect the validity of any remaining terms and conditions in this Agreement. Terms and conditions not declared invalid remain in full force and effect as if this Agreement had been executed without the inclusion of the invalid term or condition.

7. **Modification.** This Agreement may not be changed, altered, or modified unless in writing and signed by the parties.

8. **Binding Effect.** The rights and benefits of Consultant under this Agreement are personal to Consultant and may not be subject to voluntary or involuntary alienation, assignment, subletting, or transfer. This Agreement may, upon prior notice to Consultant, be assigned by the Mobility Authority and inure to the benefit of any assignee which is a governmental or political subdivision entity engaged in the same or similar mission as the Mobility Authority.

9. **Waiver.** Waiver by the Mobility Authority or Consultant of any breach of this Agreement by the other party is not effective unless in writing, and no such waiver operates as a waiver of any subsequent breach.

10. **Acknowledgment.** Each party agrees by its signature to this Agreement that it (a) fully understands the Agreement's purposes, terms, and provisions, (b) has obtained advice of legal counsel for review of this Agreement and has had substantial involvement in its preparation, and (c) expressly acknowledges receipt of a copy of this Agreement.

11. **Benefits Inured.** This Agreement is solely for the benefit of the parties and their permitted successors and assigns. Nothing contained in this Agreement is intended to, nor shall be deemed or construed to, create or confer any rights, remedies, or causes of action in or to any other persons or entities, including the public in general.

12. **Survival.** Articles VIII and IX and this Section survive the expiration or termination of this Agreement for any reason.

**13. Availability of Funds.** The awarding of this Agreement and continuation hereof is dependent upon the availability of funding and budget authorization during the entire term of this Agreement.

**14. Notices.** Notice is deemed given under this Agreement (a) when delivered by hand; (b) one business day after being deposited with a reputable overnight air courier service; or (c) three business days after being mailed by United States mail, registered or certified mail, return receipt requested, and postage prepaid. Any notices provided under this Agreement must be sent or delivered to:

In the case of Consultant:

Trent Townsend & Michael Grimes  
Imperium Public Affairs  
Physical Address:  
The Westgate Building  
1122 Colorado Street, Suite 208  
Austin, Texas 78701

Mailing Address:  
Capitol Station  
PO Box 13382  
Austin, Texas 78711

In the case of the Mobility Authority:

Dee Anne Heath, Director of External Affairs  
Central Texas Regional Mobility Authority  
3300 N IH-35, Suite 300  
Austin, TX 78705

With a copy to:

Geoff Petrov, General Counsel  
Central Texas Regional Mobility Authority  
3300 N IH-35, Suite 300  
Austin, TX 78705

Either Party hereto may from time to time change its address for notification purposes by giving the other Party prior written notice of the new address and the date upon which it will become effective.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date and year first written above.

**IMPERIUM PUBLIC  
AFFAIRS LLC**

**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

By: \_\_\_\_\_  
Trent Townsend  
Partner

By: \_\_\_\_\_  
Mike Heiligenstein  
Executive Director

## Appendix A

### **SCOPE OF SERVICES**

This Appendix A is attached to and made a part of the Government Relations Consulting Services Agreement between the Mobility Authority and the Consultant effective as of the 3rd day of February, 2020. Any term used in this appendix has the meaning given to that term by the Agreement. The Consultant will work in collaboration with the Mobility Authority to provide the Services and work cooperatively and collaboratively with the Mobility Authority's other consultants. The Services to be provided by the Consultant include the following key elements:

- Represent the Mobility Authority before the Texas Legislature and other federal, state and local governmental bodies as directed by Mobility Authority.
- Assist in developing a legislative agenda identifying priorities of the Mobility Authority prior to each legislative session.
- Establish consistent communications with specifically identified legislators from the region and those in leadership/committee positions in the legislature, the policy/regulatory staff to the offices of the Governor, Lt. Governor and the Speaker of the House.
- Strategic counseling in preparation of plans, timelines, and approach to pursuing the Mobility Authority's legislative agenda.
- Assistance in coordinating meetings with, and communications to, elected and appointed officials.
- In consultation with the Mobility Authority, engage in direct and ongoing contact with all appropriate elected and appointed officials at all levels of government to enhance familiarity with the Mobility Authority, its projects, and its legislative priorities.
- Coordinate with members, businesses, associates, interest groups and any other private or public entity to support the objectives of Mobility Authority.
- Other services reasonably related to the provision of the government relations services.

**Appendix B**

**KEY PERSONNEL**

Trent Townsend  
Partner  
Imperium Public Affairs

Michael Grimes  
Partner  
Imperium Public Affairs

Price Ashley  
Associate  
Imperium Public Affairs

**Exhibit B**

**Infrastructure Solutions Inc.**

**GOVERNMENT RELATIONS CONSULTING SERVICES AGREEMENT  
BETWEEN  
THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY  
AND  
INFRASTRUCTURE SOLUTIONS, INC.**

This Government Relations Consulting Services Agreement (the “Agreement”) is made and entered into by and between the Central Texas Regional Mobility Authority (the “Mobility Authority”), a Texas political subdivision, and Infrastructure Solutions, Inc. (the “Consultant”), a Texas corporation, to be effective as of the 3rd day of February, 2020 (the “Effective Date”).

**WITNESSETH:**

WHEREAS, the Mobility Authority desires to obtain the services of a firm to provide government relations consulting services and advice to the Mobility Authority in support of its mission and goals; and

WHEREAS, the Mobility Authority solicited proposals from firms interested in providing government relations consulting services and the Consultant was among the respondents; and

WHEREAS, based on the representations and experience reflected in the response to the request for proposals submitted by Consultant, the Mobility Authority selected Consultant as the best qualified firm to provide government relations consulting services; and

WHEREAS, by Resolution No. \_\_\_\_, the Mobility Authority’s Board of Directors (“Board of Directors”) approved the selection of Consultant and authorized the Mobility Authority’s Executive Director to finalize and execute a contract for government relations consulting services.

NOW, THEREFORE, the Mobility Authority and Consultant, in consideration of the mutual covenants and agreement herein contained, do hereby agree as follows:

**ARTICLE I  
RETENTION OF THE CONSULTANT**

The Mobility Authority agrees to and hereby retains Consultant as an independent contractor, in accordance with the terms and conditions of this Agreement. The Consultant will be required to complete tasks described herein, in consultation with the Mobility Authority and within the budget established by the Board of Directors.

**ARTICLE II  
SCOPE OF SERVICES**

Consultant covenants and agrees to provide those services listed in the Scope of Services, as set forth in the attached Appendix A (the “Services”) in a professional and complete manner in all respects. The Services may be performed directly by Consultant or, subject to the agreement of the Mobility Authority, provided by Consultant through its subcontractors and subconsultants.

Consultant agrees to provide adequate resources at all times throughout the term of this Agreement to provide the Services promptly and professionally as requested by the Mobility Authority. Without limiting any of its other rights under this Agreement or otherwise, the Mobility Authority may withhold payment of fees or reimbursement of expenses to Consultant if the Consultant fails to meet any provision of this Agreement regarding the Services, and the failure or noncompliance is not due to the fault of the Mobility Authority.

### **ARTICLE III TERM AND TERMINATION**

The term of this Agreement shall commence on the Effective Date, terminating on the 31st day of December, 2021. By mutual written agreement of the Mobility Authority and Consultant, this Agreement may be extended for up to two (2) additional two-year periods.

Either party may terminate this Agreement for any reason, with or without cause, and thereby sever the independent contractor relationship between Consultant and the Mobility Authority, by providing a minimum of thirty (30) days prior written notice of its election to terminate to the other party. However, any termination for cause by Mobility Authority is effective immediately upon the delivery of notice of termination to Consultant. The Mobility Authority may terminate this Agreement for cause if Consultant fails to satisfactorily perform or adhere to any provisions of this Agreement, breaches the confidentiality requirements, or otherwise engages in activity that, in the Mobility Authority's sole judgment, would subject the Mobility Authority in any manner to damages, liability, or damage to the Mobility Authority's reputation. Upon any termination, the Mobility Authority shall pay any undisputed fees and reimbursable expenses, including non-cancelable expenses, approved by the Mobility Authority in accordance with the terms of this Agreement which are incurred before the termination date provided that Consultant has made reasonable efforts to mitigate all costs or other damages associated with the termination.

### **ARTICLE IV PAYMENT FOR SERVICES**

1. **Monthly Compensation.** Consultant shall receive a monthly payment of \$7,500 to provide the Services

2. **Reimbursement.** The Mobility Authority shall reimburse Consultant for reasonable, ordinary, and necessary business expenses incurred by Consultant in performing the authorized duties and Services, including all reasonable out-of-pocket, third-party vendor expenses incurred by Consultant in performing the Services, direct expenses such as reasonable postage, delivery, shipping, duplication, printing costs; supplies and out of pocket expenses for production, on-line research, media, and purchased goods necessary to perform the Services.

The Mobility Authority shall reimburse Consultant monthly for pre-approved (in writing) travel and related expenses incurred by Consultant or its employees in performing the Services, including, but not limited to, air travel, ground transportation, lodging, meals, courier services and overnight delivery. Except with respect to meals incurred in connection with pre-approved travel, meals and alcohol are not reimbursable.



Consultant shall take all reasonable steps to acquire all goods and services subject to reimbursement by the Mobility Authority under this Agreement on a tax-free basis pursuant to the Authority's tax-exempt status described in Article IV, Section 3.

**3. Overall Compensation.** The Board of Directors shall identify an annual budget amount for government relations consulting services in each annual budget it approves. The aggregate of expenditures approved under this Agreement may not exceed, on corresponding annual basis, the amount identified in the budget for government relations consulting services without a corresponding amendment to the budget approved by the Mobility Authority Board of Directors. All payments to be made by the Mobility Authority to Consultant pursuant to this Agreement are inclusive of federal, state, or other taxes, if any, however designated, levied, or based. The Authority acknowledges and represents that it is a tax-exempt entity under Sections 151.309, et seq., of the Texas Tax Code.

**4. Attendance at Meetings.** At the request of the Authority, the Consultant shall provide appropriate personnel for meetings of the Mobility Authority Board of Directors, conferences at its offices, or attend meetings and conferences at the various offices of other consultants serving the Authority or at any other reasonably convenient location. Without limiting the foregoing, the Consultant shall provide personnel for periodic meetings with other parties when requested by the Authority and at such locations designated by the Authority. Pre-approved travel will be reimbursed according to Article IV, Section 2, of this Agreement.

**5. Invoicing.** Consultant shall bill the Mobility Authority for Services rendered and the reimbursable expenses incurred by providing to the Mobility Authority a monthly invoice dated on the last day of each month and delivered on or before the 15<sup>th</sup> day of the following month. Each monthly invoice generally describe the Services performed and any reimbursable expenses incurred by Consultant from, as applicable, the first day of the month through the last day of that month (each such period being called a "Pay Period" under this Agreement). Each monthly invoice must include the total amounts payable for the Pay Period, the total amount paid during the then-current calendar year, and such other detail or information as the Mobility Authority requests from time to time. Consultant shall certify each monthly invoice as true and correct for the month for which invoiced Services were provided and reimbursable expenses were incurred.

Upon receipt of an invoice that complies with the requirements set forth herein, the Mobility Authority shall pay all undisputed amounts, which are due and payable within thirty (30) days. The Mobility Authority reserves the right to withhold payment of all or part of a Consultant billing statement in the event of any of the following: (1) dispute over the work or costs thereof is not resolved within a thirty (30) day period; (2) pending verification of satisfactory work performed; or (3) if required reports are not received.

Monthly invoices shall be sent to:

Dee Anne Heath, Director of Government Relations and Communications  
Central Texas Regional Mobility Authority  
3300 N IH-35, Suite 300  
Austin, TX 78705

**ARTICLE V  
SUBCONSULTANTS AND KEY PERSONNEL**

The Consultant may provide for the performance of portions of the Services with the assistance of one or more subconsultants, provided that any subconsultant proposed to be utilized is approved, in advance and in writing, by the Mobility Authority. In the event Consultant does utilize one or more approved subconsultants, Consultant shall remain fully liable for the actions or inactions of such subconsultants and shall be solely responsible for compensating the subconsultants.

Consultant acknowledges and agrees that the individual(s) identified as Key Personnel on Appendix B are key and integral to the satisfactory performance of Consultant under this Agreement. Throughout the term of this Agreement, Consultant agrees that the identified individual(s), whether employee(s) of Consultant or of an approved subconsultant selected and engaged by Consultant, will remain in charge of the performance of the Services and shall devote substantial and sufficient time and attention thereto. The failure or inability of any such individual to devote sufficient time and attention to the Services shall, at the Mobility Authority's option, constitute a default requiring Consultant promptly to replace said individual with a person suitably qualified and otherwise acceptable to the Mobility Authority. In the event of the death or disability of any such individual or his/her disassociation from Consultant, Consultant shall have thirty (30) days in which to identify and propose a replacement acceptable to Mobility Authority. The failure to identify an acceptable replacement shall be an event of default.

**ARTICLE VI  
REMOVAL OF PERSONNEL**

All persons providing the Services, whether employees of Consultant or of an approved subconsultant selected and engaged by Consultant, shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any such person who, in the opinion of the Mobility Authority, is incompetent or by his or her conduct becomes detrimental to the provision of the Services shall, upon request of the Mobility Authority, promptly be removed from providing the Services to the Mobility Authority. If requested, Consultant shall furnish the Mobility Authority with an equally qualified candidate for replacement of the removed person within ten (10) days thereafter; provided, however, said candidate shall not begin work under this Agreement unless and until approved by the Mobility Authority.

**ARTICLE VII  
RELATIONSHIP BETWEEN THE PARTIES**

The parties recognize that the Mobility Authority, through its Executive Director and assigned staff, manage the day-to-day business and affairs of the Mobility Authority and that only an independent contractor relationship, and no other type of relationship, exists between the Mobility Authority and Consultant. Consultant acknowledges and agrees that neither it, nor any of Consultant's employees, officers, agents, or contractors, shall be considered an employee of the Mobility Authority for any purpose.

In the performance of the Services, Consultant as an independent contractor possesses the sole right to supervise, manage, operate, control, and direct the performance of the details incident to the Services. Consultant is not entitled to any insurance, pension, vacation, sick leave, or other benefits customarily afforded to employees of the Mobility Authority. Nothing in this Agreement is deemed or construed to create a partnership, joint venture, or joint enterprise; or relationship of employee-employer or principal-agent.

## **ARTICLE VIII REPRESENTATION AND WARRANTIES**

Consultant represents and warrants that the individual executing this Agreement on behalf of Consultant is duly authorized by Consultant to do so, and that this Agreement constitutes a valid and legally binding agreement of Consultant enforceable against it in accordance with its terms.

Consultant further represents and warrants to the Mobility Authority that Consultant (a) is under no contractual or other restriction or obligation, the compliance with which is inconsistent with or would hinder the execution of this Agreement, the performance of Consultant's obligations hereunder, or of the rights of the Mobility Authority hereunder; (b) in relation to its engagement hereunder, and without limiting the representation in preceding clause, is not a contractor, or representative of, or contractor for any other firm currently under contract with the Mobility Authority or intending to bid for any contract; (c) is under no financial constraints that would hinder the full performance of the obligations under this Agreement; and (d) is not under contract, and must not without the Mobility Authority's prior written consent, contract with any company, organization, or person that the Mobility Authority reasonably believes to be in opposition or hostile to the Mobility Authority's operation and mission.

Consultant further represents and warrants that it has complied with, and will continue to comply with, all registration and reporting requirements proscribed by Chapter 305, Texas Government Code, administrative rules and requirements promulgated by the Texas Ethics Commission, and all other laws applicable to the activities of Consultant in performing the Services.

Consultant further represents and warrants that it will not, on behalf of other clients of Consultant, advocate for positions or actions that are adverse to or in conflict with the interests of the Mobility Authority, and that it shall at all times comply with the requirements of Sec. 305.028, Texas Government Code, regarding "Prohibited Conflicts of Interest."

## **ARTICLE IX INDEMNIFICATION; LIMITATION ON LIABILITY**

**CONSULTANT SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE MOBILITY AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND CONSULTANTS FROM ANY THIRD PARTY CLAIMS, COSTS, EXPENSES, OR LIABILITIES OF ANY TYPE OR NATURE, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS (COLLECTIVELY, "CLAIMS"), TO THE EXTENT ARISING FROM CONSULTANT'S PERFORMANCE OF THE SERVICES TO BE ACCOMPLISHED UNDER THIS AGREEMENT, WHETHER SUCH**

**CLAIM IS BASED IN CONTRACT, TORT, OR STRICT LIABILITY. CONSULTANT ALSO SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE MOBILITY AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND CONSULTANTS FROM ANY CLAIMS (AS DEFINED ABOVE), TO THE EXTENT ARISING FROM CONSULTANT'S MATERIAL BREACH OF THIS AGREEMENT. IN THE EVENT THE MOBILITY AUTHORITY, OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND THE CONSULTANTS ARE FOUND, INDIVIDUALLY OR COLLECTIVELY, TO BE PARTIALLY AT FAULT WITH RESPECT TO A CLAIM (AS DEFINED ABOVE) UNDER THIS PARAGRAPH, CONSULTANT SHALL, NEVERTHELESS, INDEMNIFY THE MOBILITY AUTHORITY, AND ITS EMPLOYEES, DIRECTORS, AGENTS AND CONSULTANTS FROM AND AGAINST THE PORTION OF SUCH CLAIM RELATING TO PERCENTAGE OF FAULT ATTRIBUTABLE TO CONSULTANT, ITS EMPLOYEES, AGENTS, OR CONTRACTORS SELECTED AND ENGAGED BY CONSULTANT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON.**

**CONSULTANT'S AGGREGATE LIABILITY ARISING OUT OF, OR RELATING TO, THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY), BUT EXCLUDING DAMAGES AND CLAIMS COVERED BY INSURANCE PROCEEDS, SHALL NOT EXCEED DOUBLE THE AMOUNT SET FORTH IN THE MOBILITY AUTHORITY'S ANNUAL BUDGET.**

**THE FOREGOING LIMIT OF LIABILITY SHALL NOT EXCLUDE OR AFFECT (A) ANY LIABILITY FOR GROSS NEGLIGENCE, FRAUD, INTENTIONAL MISCONDUCT, OR CRIMINAL ACTS BY CONSULTANT, IT'S EMPLOYEES OR SUBCONSULTANTS AND (B) ANY LIABILITY FOR ANY TYPE OF DAMAGE OR LOSS, TO THE EXTENT SUCH LOSS OR DAMAGE IS COVERED BY INSURANCE PROCEEDS FROM INSURANCE CONSULTANT CARRIES, REGARDLESS OF WHETHER REQUIRED TO BE CARRIED HEREUNDER.**

## **ARTICLE X GENERAL PROVISIONS**

**1. Compliance with Laws.** Consultant and the Mobility Authority each shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, codes, and regulations, and with the orders and decrees of any courts, administrative bodies, or tribunals in any matter affecting its performance under this Agreement, including, without limitation, workers' compensation laws, antidiscrimination laws, minimum and maximum salary and wage statutes and regulations, health and safety codes, and licensing laws and regulations.

**2. Audit.** The Mobility Authority shall have the exclusive right to examine Consultant's books and records as they relate to the Services performed to verify the costs or expenses incurred in the performance of this Agreement. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and shall make such materials available at its office during the term of the Agreement and for four (4) years

from the date of final payment under this Agreement or until pending litigation has been completely and fully resolved, whichever occurs last.

3. **Entire Agreement.** This Agreement is the entire agreement of the parties, and supersedes any and all oral representations, warranties, understandings, stipulations, agreements, or promises pertaining to this Agreement that are not incorporated in writing in this Agreement.

4. **Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws of the State of Texas.

5. **Exclusive Jurisdiction and Venue.** Consultant agrees that the exclusive jurisdiction and venue for any legal action or proceeding, at law or in equity, arising out of or relating to the Agreement, shall be in Travis County, Texas. Consultant waives all objections it might have to the jurisdiction or venue of such court and hereby consents to such court's jurisdiction, regardless of Consultant's residence or domicile, for any such action or proceeding.

6. **Invalidity.** If any term or condition of this Agreement is declared legally invalid or unenforceable by a court of competent jurisdiction, that decision does not affect the validity of any remaining terms and conditions in this Agreement. Terms and conditions not declared invalid remain in full force and effect as if this Agreement had been executed without the inclusion of the invalid term or condition.

7. **Modification.** This Agreement may not be changed, altered, or modified unless in writing and signed by the parties.

8. **Binding Effect.** The rights and benefits of Consultant under this Agreement are personal to Consultant and may not be subject to voluntary or involuntary alienation, assignment, subletting, or transfer. This Agreement may, upon prior notice to Consultant, be assigned by the Mobility Authority and inure to the benefit of any assignee which is a governmental or political subdivision entity engaged in the same or similar mission as the Mobility Authority.

9. **Waiver.** Waiver by the Mobility Authority or Consultant of any breach of this Agreement by the other party is not effective unless in writing, and no such waiver operates as a waiver of any subsequent breach.

10. **Acknowledgment.** Each party agrees by its signature to this Agreement that it (a) fully understands the Agreement's purposes, terms, and provisions, (b) has obtained advice of legal counsel for review of this Agreement and has had substantial involvement in its preparation, and (c) expressly acknowledges receipt of a copy of this Agreement.

11. **Benefits Inured.** This Agreement is solely for the benefit of the parties and their permitted successors and assigns. Nothing contained in this Agreement is intended to, nor shall be deemed or construed to, create or confer any rights, remedies, or causes of action in or to any other persons or entities, including the public in general.

12. **Survival.** Articles VIII and IX and this Section survive the expiration or termination of this Agreement for any reason.

**13. Availability of Funds.** The awarding of this Agreement and continuation hereof is dependent upon the availability of funding and budget authorization during the entire term of this Agreement.

**14. Notices.** Notice is deemed given under this Agreement (a) when delivered by hand; (b) one business day after being deposited with a reputable overnight air courier service; or (c) three business days after being mailed by United States mail, registered or certified mail, return receipt requested, and postage prepaid. Any notices provided under this Agreement must be sent or delivered to:

In the case of Consultant:

Karen Johnson  
Infrastructure Solutions, Inc.  
Physical Address:  
The Westgate Building  
1122 Colorado Street, Suite 300  
Austin, Texas 78701

Mailing Address:  
1122 Colorado Street, Suite 300  
Austin, Texas 78701

In the case of the Mobility Authority:

Dee Anne Heath, Director of Government Relations and Communications  
Central Texas Regional Mobility Authority  
3300 N IH-35, Suite 300  
Austin, TX 78705

With a copy to:

Geoff Petrov, General Counsel  
Central Texas Regional Mobility Authority  
3300 N IH-35, Suite 300  
Austin, TX 78705

Either Party hereto may from time to time change its address for notification purposes by giving the other Party prior written notice of the new address and the date upon which it will become effective.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date and year first written above.

**INFRASTRUCTURE  
SOLUTIONS INC.**

**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

By: \_\_\_\_\_  
Karen Rove  
President

By: \_\_\_\_\_  
Mike Heiligenstein  
Executive Director

## Appendix A

### **SCOPE OF SERVICES**

This Appendix A is attached to and made a part of the Government Relations Consulting Services Agreement between the Mobility Authority and the Consultant effective as of the 3rd day of February, 2020. Any term used in this appendix has the meaning given to that term by the Agreement. The Consultant will work in collaboration with the Mobility Authority to provide the Services and work cooperatively and collaboratively with the Mobility Authority's other consultants. The Services to be provided by the Consultant include the following key elements:

- Represent the Mobility Authority before the Texas Legislature and other federal, state and local governmental bodies as directed by Mobility Authority.
- Assist in developing a legislative agenda identifying priorities of the Mobility Authority prior to each legislative session.
- Establish consistent communications with specifically identified legislators from the region and those in leadership/committee positions in the legislature, the policy/regulatory staff to the offices of the Governor, Lt. Governor and the Speaker of the House.
- Strategic counseling in preparation of plans, timelines, and approach to pursuing the Mobility Authority's legislative agenda.
- Assistance in coordinating meetings with, and communications to, elected and appointed officials.
- In consultation with the Mobility Authority, engage in direct and ongoing contact with all appropriate elected and appointed officials at all levels of government to enhance familiarity with the Mobility Authority, its projects, and its legislative priorities.
- Coordinate with members, businesses, associates, interest groups and any other private or public entity to support the objectives of Mobility Authority.
- Other services reasonably related to the provision of the government relations services.



**Appendix B**

**KEY PERSONNEL**

Karen Rove, President

Maggie Burr, Associate

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

**RESOLUTION NO. 20-005**

**EXECUTIVE DIRECTOR EMPLOYMENT  
AGREEMENT AMENDMENT**

WHEREAS, the Central Texas Regional Mobility Authority (“CTRMA”) was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.1, *et. seq.* (the “RMA Rules”); and

WHEREAS, the Board of Directors of the CTRMA has been constituted in accordance with the Transportation Code and the RMA Rules; and

WHEREAS, Mike Heiligenstein has served as the CTRMA’s Executive Director since 2004; and

WHEREAS, since that time the Board of Directors has approved various forms of, and revisions to, an employment agreement with the Executive Director; and

WHEREAS, pursuant to Resolution No. 17-070, dated December 13, 2017, the Board of Directors approved a revised form of the Executive Director’s employment agreement (the “2018 ED Contract”) incorporating contract terms approved by the Board of Directors in Resolution No. 17-070; and

WHEREAS, the 2018 ED Contract provides for review of the Executive Director’s performance and compensation on or about every anniversary of the 2018 ED Contract and at such other times as agreed upon by the parties; and

WHEREAS, the Board of Directors has reviewed the Executive Director’s performance; and

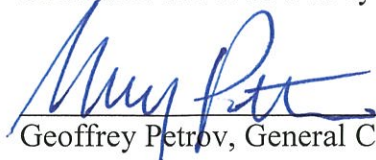
WHEREAS, the Board of Directors has determined that the 2018 ED Contract should be amended as reflected in the summary of revised contract terms, attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby approves the revisions to the terms of the 2018 ED Contract as set forth on Exhibit A; and

BE IT FURTHER RESOLVED, that the Board of Directors authorizes the Chairman to execute an amendment to the 2018 ED Contract to implement the revisions set forth on Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29th day of January, 2020.

Submitted and reviewed by:

  
\_\_\_\_\_  
Geoffrey Petrov, General Counsel

Approved:

  
\_\_\_\_\_  
Bobby Jenkins  
Chairman, Board of Directors

## Exhibit A

The following is a general summary of terms to be incorporated into an amendment to the 2018 ED Contract:

1. Term: The term of employment shall continue until the earlier of: (1) written notice to Employee that a new Executive Director commenced employment; or (2) January 10, 2021, subject to other terms related to contract termination set forth in the 2018 ED Contract.
2. Consulting Agreement: CTRMA and Employee may agree to a consulting agreement following the termination of the 2018 ED Contract for a period of up to one (1) year and at a rate of \$200 per hour.
3. Base Salary: Base Salary shall remain at the same level as it was for the period January 1, 2019 through January 9, 2020.
4. Deferred Compensation: Employee shall accrue deferred compensation at a rate of \$6,000 per month to be paid only if Employee remains employed through the end of the 2018 ED Contract term, as amended.
5. Cost of Living and Performance Payment: Employee shall receive a cost of living and performance payment of \$25,000 following execution of the amendment to the 2018 ED Contract.