



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

## Regular Meeting of the Board of Directors

**9:00 a.m.**

Wednesday, June 25, 2025

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

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

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

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

## AGENDA

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

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

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### ***Consent Agenda***

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

2. Approve the minutes from the May 28, 2025 Regular Board Meeting.
3. Prohibit the operation of certain vehicles on Mobility Authority toll facilities pursuant to the Habitual Violator Program.

4. Approve an interlocal agreement with the Texas Department of Motor Vehicles for vehicle registration blocks pursuant to the Habitual Violator Program.
5. Approve the financial institutions and qualified brokers authorized to provide investment services and engage in investment transactions with the Mobility Authority and reaffirm the CTRMA investment policy.
6. Approve an agreement with Hilltop Securities Asset Management, LLC for arbitrage rebate services associated with the investment of tax-exempt proceeds.
7. Approve an extension to the agreement with Hilltop Securities Inc. for financial advisory services.
8. Approve an interlocal agreement with the Center for Transportation Research at the University of Texas at Austin for peer review of traffic modeling in downtown Austin associated with the MoPac South Project.

## ***Regular Items***

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

9. Accept the unaudited financial statements for May 2025.
10. Discuss and adopt the FY 2026 – FY 2030 Five Year Capital Plan.
11. Discuss and adopt the FY 2026 Operating Budget.
12. Discuss and consider approving an agreement with SHI Government Solutions, Inc. for the provision of Rekor Recognition Systems, Inc. subscription services to support traffic management and incident response activities.
13. Discuss and consider amending the term and pricing for the agreement with Kapsch TrafficCom North America for license plate image review services.
14. Discuss and consider approving an agreement with the Travis County Sheriff's Office for law enforcement services to support agency operations.
15. Discuss and consider approving an agreement with Carahsoft Technology Corporation for video streaming and related software and services for Mobility Authority Board Meetings.



16. Discuss and consider approving an amendment to the interlocal agreement with the Texas Department of Transportation to provide performance-based maintenance services for Texas Department of Transportation facilities that are adjacent to Mobility Authority roadways.
17. Discuss and consider adopting criteria for evaluating participation in potential pedestrian and/or bicycle facility projects.

## ***Briefings and Reports***

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

18. Project updates.
  - A. 183A Phase III Project.
  - B. 183 North Project.
19. Executive Director Report.
  - A. Recent agency staff activities.
  - B. Agency roadway performance metrics.

## ***Executive Session***

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

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

20. Discuss offers for early termination of existing business tenant leases at the recently acquired Mobility Authority headquarters building, pursuant to §551.071 (Consultation with Attorney) and §551.072 (Deliberation Regarding Real Property; Closed Meeting).
21. Discuss legal issues related to claims by or against the Mobility Authority; pending or contemplated litigation and any related settlement offers; or other matters as authorized by §551.071 (Consultation with Attorney).

22. Discuss legal issues related to the development of the MoPac South Project, as authorized by §551.071 (Consultation with Attorney).
23. Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects and toll system improvements, as authorized by §551.071 (Consultation with Attorney).
24. Discuss personnel matters as authorized by §551.074 (Personnel Matters).

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

## ***Regular Items***

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

25. Discuss and consider authorizing the Executive Director and Executive Committee to take all actions necessary to terminate existing business tenant leases at the Mobility Authority's new headquarters building.
26. Adjourn meeting.

## ***Notes***

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

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

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

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

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

*Mobility Authority Board Meeting Agenda*  
*Wednesday, June 25, 2025*

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

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

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

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

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

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

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

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

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

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

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

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

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

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



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

June 25, 2025  
**AGENDA ITEM #1**

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Welcome and opportunity for public  
comment

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



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

June 25, 2025  
**AGENDA ITEM #2**

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Approve the minutes from the  
May 28, 2025 Regular Board Meeting

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

**Description/Background:** Approve the attached draft minutes for the May 28, 2025 Regular Board Meeting.

**Backup provided:** Draft May 28, 2025 Regular Board Meeting minutes.

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

**Wednesday, May 28, 2025**  
**9:00 a.m.**

This was an in-person meeting. Notice of the meeting was posted May 23, 2025, online on the website of the Mobility Authority and in the Mobility Authority's office lobby at 3300 N. Interstate 35, 300, Austin, Texas 78705-1849. Chairman Jenkins, Vice Chair Nikelle Meade\*, Board Members David Singleton, David Armbrust, Heather Gaddes, Ben Thompson and, and Mike Doss were present.

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

<https://mobilityauthority.new.swagit.com/videos/344166>

After noting that a quorum of the Board was present, Chairman Jenkins called the meeting to order at 9:03 a.m. and had each Board Member state their name for the record.

1. Welcome and opportunity for public comment.

Tom Wald, Executive Director of the Red Line Parkway Initiative provided comment.

**Consent Agenda**

2. Approve the minutes from the April 30, 2025 Regular Board Meeting.
3. Prohibit the operation of certain vehicles on Mobility Authority toll facilities pursuant to the Habitual Violator Program.

**ADOPTED AS:            RESOLUTION NO. 25-023**

4. Approve an agreement with Environmental Allies, LLC for the construction of a shared use path along 183A Toll Frontage Road.

**ADOPTED AS:                    RESOLUTION NO. 25-024**

**MOTION:**        Approve Item Nos. 2 through 4.  
**RESULT:**        Approved (Unanimous); 6-0  
**MOTION:**        Heather Gaddes  
**SECONDED BY:** Ben Thompson  
**AYE:**            Armbrust, Doss, Gaddes, Jenkins, Singleton, Thompson  
**NAY:**            None.

**Regular Items**

5. Accept the unaudited financial statements for April 2025.

Presentation by Jose Hernandez, Chief Financial Officer.

**MOTION:**        Accept the unaudited financial statements for April 2025.  
**RESULT:**        Approved (Unanimous); 6-0  
**MOTION:**        Mike Doss  
**SECONDED BY:** Heather Gaddes  
**AYE:**            Armbrust, Doss, Gaddes, Jenkins, Singleton, Thompson  
**NAY:**            None.

**ADOPTED AS:                    RESOLUTION NO. 25-025**

6. Discuss and consider amending the agreement with Freeit Data Solutions, Inc. to provide additional information technology services.

Presentation by Cory Bluhm, Assistant Director of IT & Toll Systems.

**MOTION:**        Amend the agreement with Freeit Data Solutions, Inc. to provide additional information technology services.  
**RESULT:**        Approved (Unanimous); 6-0  
**MOTION:**        Mike Doss  
**SECONDED BY:** Heather Gaddes  
**AYE:**            Armbrust, Doss, Gaddes, Jenkins, Singleton, Thompson  
**NAY:**            None.

**ADOPTED AS:                    RESOLUTION NO. 25-026**

## **Briefings and Reports**

### 7. Quarterly Reports.

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

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

\*Note: Nikelle Meade arrived at the dais during discussion of Item 7.B.

### 8. Director Board Report

Presentation by James M. Bass, Executive Director.

- A. Recent agency staff activities.
- B. Agency roadway performance metrics.
- C. Expansion of HERO services on 183 Toll and 290 Toll

## **Executive Session**

Chairman Jenkins announced the Board would not meet for Executive Session and tabled the following items:

- 9. Discuss legal issues related to claims by or against the Mobility Authority; pending or contemplated litigation and any related settlement offers; or other matters as authorized by §551.071 (Consultation with Attorney).
- 10. Discuss legal issues related to the development of the MoPac South Project, as authorized by §551.071 (Consultation with Attorney).
- 11. Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects and toll system improvements, as authorized by §551.071 (Consultation with Attorney).
- 12. Discuss personnel matters as authorized by §551.074 (Personnel Matters).



### **Regular Items**

#### 13. Adjourn meeting.

After confirming that no member of the public wished to address the Board, Chairman Jenkins declared the meeting adjourned at 10:14 a.m.



June 25, 2025  
AGENDA ITEM #3

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

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

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

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

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

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

**Financing:** Not applicable.

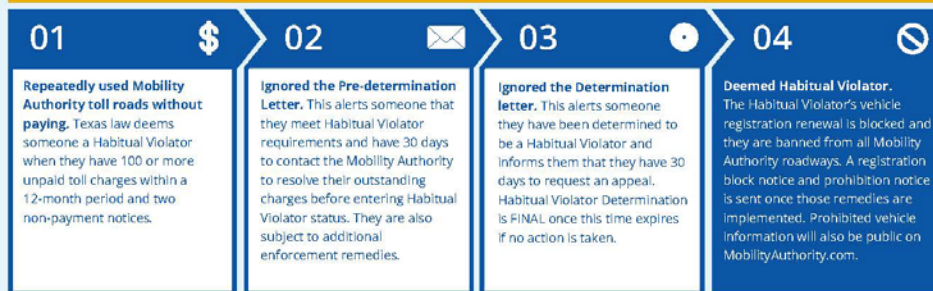
**Action requested/Staff Recommendation:** Staff affirms that all required steps have been followed and proper notice previously provided to customers determined to be habitual violators. To date, these customers have not appealed this determination or resolved their outstanding balances.

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

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



## Habitual Violator Process



### Who is a Habitual Violator?

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

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

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

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

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

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

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



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

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

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

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

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

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

**Can someone dispute a toll bill?**

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

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

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

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

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

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

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

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

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

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

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

**RESOLUTION NO. 25-0XX**

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW THEREFORE, BE IT RESOLVED that the motor vehicles listed in Exhibit A are prohibited from operation on the Mobility Authority's toll roads, effective June 25, 2025; 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 25<sup>th</sup> day of June 2025.

Submitted and reviewed by:

Approved:

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James M. Bass  
Executive Director

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Nikelle Meade  
Vice Chair, Board of Directors

**Exhibit A**

LIST OF PROHIBITED VEHICLES

*(To be provided at the Board Meeting)*





June 25, 2025  
AGENDA ITEM #4

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Approve an interlocal agreement with  
the Texas Department of Motor  
Vehicles for vehicle registration blocks  
pursuant to the Habitual Violator  
Program

Strategic Plan Relevance:	Stewardship, Collaboration, Service
Department:	Operations
Contact:	Tracie Brown, Director of Operations
Associated Costs:	Approximately \$30,000 depending on volume
Funding Source:	Pay By Mail toll revenues from impacted customers
Action Requested:	Consider and act on draft resolution

**Project Description/Background:** CTRMA toll facilities utilize modern Electronic Toll Collection System (ETCS) technology to capture data from passing vehicles enabling CTRMA to collect tolls electronically. CTRMA employs All Electronic Tolling (AET), in which roadside equipment identifies radio frequency transponders when present and mounted in the vehicles of customers with transponder-based accounts.

Data is initially transmitted to CTRMA's Data Platform System (DPS) and then directed to either the Central United States (CUSIOP) or Southeastern United States (SEIOP) interoperable hub systems for posting and debiting of eligible customer home agency accounts. These home agency accounts include TxDOT's TxTag; North Texas Tollway Authority's TollTag; Harris County Toll Road Authority's EZ Tag; Kansas Turnpike Authority's K-TAG; Oklahoma Turnpike Authority's PikePass; E-470's ExpressToll; Florida Turnpike Enterprise's SunPass; and other tag and electronic products facilitated by these interoperable partners.

For the remaining transactions not deemed eligible for CUSIOP or SEIOP posting, images along with the transactional information (location, date/time, classification of the vehicle, toll amount, license plate information, etc.) are sent to CTRMA's Pay By Mail vendor for revenue collection. Per the Texas Transportation Code, the vendor

utilizes registered vehicle owner data obtained from the Texas Department of Motor Vehicles (TxDMV) database(s) or a third party Out of State (OOS) database(s) to support Pay By Mail invoicing, customer support/call center services, collections, enhanced enforcement remedy, and legal action activities.

**Previous Actions & Brief History of the Program/Project:** Texas Transportation Code 372.106, defines a HV as a registered vehicle owner who has been issued two notices of non-payment for 100 or more unpaid toll charges within a 12-month period. After customer notification has occurred and an appeals process expired with no resolution of the unpaid amounts, registered vehicle owners determined to be a habitual violator are subject to certain enforcement remedies including marking the vehicle's registration record as "scofflaw". The Interlocal Cooperation Agreement between the Texas Department of Motor Vehicles and the Mobility Authority outlines the scope of the services and the responsibilities of each party.

The "scofflaw" process is facilitated by ViaPlus, the Authority's Pay By Mail provider. The fees for file submission and transactions as well as the initial \$500 deposit paid to the TxDMV under this agreement are assumed by ViaPlus and reimbursed by the Mobility Authority.

The term of the Agreement is five years from the contract execution date. The Agreement may be terminated by mutual agreement, or 30 days after either party gives notice to the other party, whichever occurs first.

**Financing:** Not Applicable

**Staff Recommendation:** Staff recommends approval of the Interlocal Cooperation Agreement with the Texas Department of Motor Vehicles for scofflaw services and authorization for the Executive Director to execute the Agreement.

**Backup provided:**

- Draft resolution
- Interlocal Agreement
- Presentation

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

**RESOLUTION NO. 25-0XX**

**APPROVE AN INTERLOCAL AGREEMENT WITH  
THE TEXAS DEPARTMENT OF MOTOR VEHICLES FOR THE APPLICATION OF  
VEHICLE REGISTRATION BLOCKS TO HABITUAL VIOLATORS**

WHEREAS, by Resolution No. 18-063, dated December 11, 2018, the Board approved an interlocal agreement with the Texas Department of Motor Vehicles (“TxDMV”) for the implementation of vehicle registration blocks pursuant to Section 372.111 of the Texas Transportation Code as part of the Mobility Authority’s Habitual Violator Program; and

WHEREAS, the initial interlocal agreement with TxDMV has expired and a new interlocal agreement is required to continue implementing vehicle registration blocks as part of the Mobility Authority’s Habitual Violator Program; and

WHEREAS, the current TxDMV form for an interlocal agreement for the implementation of vehicle registration blocks for a new five (5) year term is attached hereto as Exhibit A; and

WHEREAS, the Executive Director recommends that the Board approve the proposed interlocal agreement with TxDMV for the implementation of vehicle registration blocks in an amount not to exceed \$30,000 and in the form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board approves the interlocal agreement with the Texas Department of Motor Vehicles for the implementation of vehicle registration blocks in an amount not to exceed \$30,000, and the Executive Director is hereby authorized to execute the interlocal agreement in the form or substantially same form as attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25<sup>th</sup> day of June 2025.

Submitted and reviewed by:

Approved:

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James M. Bass  
Executive Director

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Nikelle Meade  
Vice Chair, Board of Directors

**Exhibit A**

STATE OF TEXAS §  
COUNTY OF TRAVIS §

## INTERLOCAL AGREEMENT

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

### I. CONTRACTING PARTIES:

The Texas Department of Motor Vehicles (TxDMV)  
 (Toll Project Entity "TPE")

**II. PURPOSE:** Scofflaw Services contract for marking Texas Motor Vehicle Registration Records, and denying motor vehicle registration.

**III. STATEMENT OF SERVICES TO BE PERFORMED:** TxDMV will undertake and carry out services described in **Attachment A**, Scope of Services.

**IV. CONTRACT PAYMENT:** Contract payment shall conform to the provisions of **Attachment B**, Budget.

**V. TERM OF CONTRACT:** This contract begins when fully executed by both parties and terminates five years from the date this contract is executed by the state, or when otherwise terminated as provided in Attachment C, Article 5 of this Agreement.

**VI. LEGAL AUTHORITY: THE TEXAS DEPARTMENT OF MOTOR VEHICLES** certifies that the services provided under this contract are services that are properly within its legal authority.

The parties further certify that this contract is to be performed in accordance within Sections 372.111 and 502.011 of the Texas Transportation Code.

This contract incorporates the provisions of **Attachment A**, Scope of Services, **Attachment B**, Budget, **Attachment C**, General Terms and Conditions, **Attachment D**, Resolution or Ordinance, **Attachment E**, Contact Information, and **Attachment F**, Account Information.

### FOR THE STATE OF TEXAS

Executed for the Executive Director and approved by the Texas Department of Motor Vehicles Board for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Department of Motor Vehicles Board.

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

**ATTACHMENT A**  
**Scope of Services**

TxDMV will:

1. Place "flags" on vehicle records based on submission data received from the TPE containing "flag" request codes. A flagged record will cause:
  - A. A "scofflaw" remark will be displayed on inquiry devices as part of the vehicle record when an inquiry is made on a "flagged" record.
  - B. Registration renewal notices to be printed with a "scofflaw" remark so the registration or re-registration of the vehicle may be denied.
2. Remove "flags" from vehicle records based on submission data received from TPE request codes.
3. Provide a report to the TPE showing successful "flag" and "clear" counts and errors after completion of the computer run.
4. Return to the TPE bad or corrupted data with no further action by TxDMV.

Toll Project Entity shall:

1. Provide information via secure ftp connection, or e-mail attachments, or through other method as directed by TxDMV ("data transmissions") and in accordance with TxDMV specifications (see Attachment G) to TxDMV for computer runs for flagging of vehicle records ("flag") and removal of flags ("clear").
2. Provide information contained in "data transmissions" with the county number, vehicle identification number (VIN), registration plate number, and "flag" or "clear" code.
3. Submit "data transmissions" to TxDMV of a single source within the TPE.
4. Understand that submission of "data transmissions" to TxDMV constitutes a certification that the TPE has notified owners of vehicles whose records appear on the "data transmission" that past due tolls and fees are owed to the TPE.
5. Submit an application to establish the method of payment (see Attachment F), and establish an account prior to submitting requests for flagging of vehicle records.
6. Comply with Transportation Code, Section 501.147, Vehicle Transfer Notification, by which the TPE shall honor a vehicle transfer notice. If a date exists in the "vehsolddate" (Vehicle Sold Date) field, a transfer notice has been submitted; therefore, the registered owner on this record is no longer subject to civil and criminal liability on and after the vehicle sold date.

## **ATTACHMENT B**

### **Budget**

Fees for file submission and transactions shall be submitted to TxDMV in accordance with 43 TAC Chapter 217. All funds paid under this agreement must be paid from current revenues available to the TPE.

Payments shall be submitted to the following address:

Texas Department of Motor Vehicles  
IT Services Division, Data Support Services  
PO Box 5020  
Austin, TX 78763-5020

The TPE will submit its input file as an e-mail attachment, and the attached "Account Information" form must be completed. The TPE shall establish a non-interest bearing escrow account ("Prepaid Account") with TxDMV. Upon agreement between the TPE and TxDMV and payment of applicable fees as described below, TxDMV will establish an account in the name of the TPE. Charges shall be deducted from the escrow account until the balance of that account reaches the minimum required balance for the TPE, as determined by TxDMV and provided herein.

**A deposit of at least \$500 shall be maintained in a non-interest bearing escrow account.** This initial deposit is to cover estimated service use. The escrow account shall be established with TxDMV prior to placing or removing "flags" from motor vehicle records for the TPE. Payment of the deposit shall be made by check or warrant, payable to the "Texas Department of Motor Vehicles" and is due upon execution of this contract. The \$500.00 minimum balance, to be maintained in the escrow account, may increase depending on established monthly usage by the TPE. When it becomes necessary to increase the TPE's escrow account minimum balance, as determined by TxDMV, the TPE agrees to pay the sum in increments of \$500. This additional funding is payable within fifteen (15) days from receipt of notification from TxDMV.

TxDMV will provide a statement to the TPE which indicates the remaining balance in the TPE's escrow account.

If the balance in the non-interest bearing escrow account falls below the \$500 minimum balance, TxDMV may suspend placing or removing "flags" from motor vehicle records for the TPE until such time as a deposit is made by the TPE, in an amount sufficient to increase the balance in the escrow account to the \$500 minimum balance.

## **ATTACHMENT C**

### **General Terms and Conditions**

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

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

#### **Article 2. Conflicts Between Agreements**

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

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

TxDMV will be responsible for the settlement of all contractual and administrative issues.

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

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

#### **Article 5. Termination**

This contract may be terminated by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first.

#### **Article 6. Gratuities**

Any person who is doing business with or who reasonably speaking may do business with TxDMV under this contract may not make any offer of benefits, gifts, or favors to employees of TxDMV.

#### **Article 7. Responsibilities of the Parties**

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

#### **Article 8. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

#### **Article 9. Signatory Warranty**

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



## **ATTACHMENT D**

### **Resolution**

On the \_\_\_\_\_ day of \_\_\_\_\_, 2016, the \_\_\_\_\_  
Board of Directors passed Resolution No. \_\_\_\_\_, hereinafter identified by reference,  
authorizing the Toll Project Entity's participation in the Program.

## **ATTACHMENT E**

### **Contact Information**

Technical assistance regarding the placing and removing of “flags” from motor vehicle records or information regarding payments for your account may be obtained by contacting the IT Services Division, Data Support Services Branch at [VTR\\_Scofflaw@txdmv.gov](mailto:VTR_Scofflaw@txdmv.gov).

## ACCOUNT INFORMATION

**GENERAL INFORMATION: Please read carefully, incorrect forms will be returned.**

Accounts are "**Prepaid**". Funds must be available in your account to cover the cost of the Scofflaw remarks file request. Fees are in accordance with Texas Administrative Code, §217.124, and are \$23 per computer run + \$0.12 per record.

**IMPORTANT NOTE:** The third party contacts provided herein, if applicable, are authorized to communicate with TxDMV staff with *questions* regarding the account/billing ONLY. **CHANGES** to any information provided must come from the contracted entity directly. Change requests from any persons outside of the contracted entity will be *denied*.

**ACCOUNT INFORMATION:****ACCOUNT NAME:****MAILING ADDRESS:****ENTITY PHONE NUMBER:****ACCOUNT CONTACT(S):**Full Name (for contracted entity, required) E-Mail Address

Full Name (may be for Third Party, optional) E-Mail Address

**BILLING EMAIL ADDRESS(s): For Account Balance statements and Additional Funds Requests**For contracted entity, requiredFor third party representative, optionalAdditional email address, optional**PERSON(S) RESPONSIBLE FOR SENDING FILES AND RECEIVING OUTPUT FILES**

**NOTE:** The EMAIL address(s) provided shall not be a "do not reply" email address. The email account must be enabled to receive REPLY emails.

EMAIL ADDRESS for contracted entity, required

Check box if same email address as above

EMAIL ADDRESS for third party representative, optional

Check box if same email address as above

Additional email address, optional

Check box if same email address as above

***For Department Use Only*****Contract Dates:****Escrow Amount: \$****Signed By:****Account Number:****Contract/Account Terminated**

Non-Payment

Expired/Non-Renewal

Entity Request

Statutory Change



## June 25, 2025 AGENDA ITEM #5

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Approve the financial institutions and qualified brokers authorized to provide investment services and engage in investment transactions with the Mobility Authority and reaffirm the CTRMA investment policy

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

**Investment Policy** - Texas Government Code §2256.005(e) requires the Board to, at least annually, review and either revise or reaffirm the Mobility Authority investment policy and strategy. The investment policy and strategy is located in Article 5 of Chapter 2 of the Mobility Authority Policy Code. This code establishes that “it is the policy of the authority to invest public funds in a manner which will provide the maximum security with the highest investment return while meeting the daily cash flow demands of the authority conforming to all state and local statutes governing investment of public funds”. A copy of the current investment policy and strategy is included in the backup materials. There were no changes to the Public Funds Investment Act in the most recent legislative session, therefore no amendments to the investment policy are recommended with this review. Therefore, staff recommends affirming the current CTRMA Investment policy.

**Financial Institutions and Qualified Brokers** - Texas Government Code §2256.025 and Mobility Authority Policy Code §201.011 require the Board to annually review and approve the financial institutions and qualified brokers authorized to provide investment services and engage in investment transactions with the Mobility Authority. The recommended list of authorized financial institutions and investment brokers is included in the backup materials. The four recommended firms are on the current approved list.

**Action Requested/Staff Recommendation** - Staff recommends affirming the current CTRMA investment policy and approving the list of authorized financial institutions and investment brokers included in the backup.

Backup provided: Draft Resolution

List of authorized financial institutions and investment brokers

CTRMA Investment Policy

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

**RESOLUTION NO. 25-0XX**

**APPROVING THE FINANCIAL INSTITUTIONS AND QUALIFIED BROKERS  
AUTHORIZED TO PROVIDE INVESTMENT SERVICES AND ENGAGE IN INVESTMENT  
TRANSACTIONS WITH THE MOBILITY AUTHORITY.**

WHEREAS, pursuant to Texas Government Code §2256.005(e), the Board is required to review the Mobility Authority's investment policy and investment strategy annually and record any changes made to either the investment policy or investment strategy; and

WHEREAS, Articles 5 & 6 of Chapter 2 of the Mobility Authority Policy Code establish the Mobility Authority's investment policy and strategy in compliance with the Texas Public Funds Investment Act, Chapter 2256 of the Texas Government Code; and

WHEREAS, the Board has reviewed the Mobility Authority's current investment policy and strategy set forth in Articles 5 & 6 of Chapter 2 of the Mobility Authority Policy Code and finds that there have been no changes to either the policy or strategy; and

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

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

WHEREAS, the Executive Director and Chief Financial Officer recommend that the Board approve the financial institutions and qualified brokers listed on Exhibit A to this resolution.

NOW, THEREFORE, BE IT RESOLVED that Board accepts and approves the current investment policy and strategy set forth in Articles 5 & 6 of Chapter 2 of the Mobility Authority Policy Code; and

BE IT FURTHER RESOLVED, that the firms listed on Exhibit A to this resolution are hereby authorized to provide investment services and engage in investment transactions with the Mobility Authority.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25<sup>th</sup> day of June 2025.

Submitted and reviewed by:

Approved:

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James M. Bass  
Executive Director

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Nikelle Meade  
Vice Chair, Board of Directors

**Exhibit A**

Authorized Investment Broker Dealers and Financial Institutions

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

Great Pacific Securities (Garrett Ng)  
151 Kalmus Drive, Suite H-8  
Costa Mesa, CA 92626

Oppenheimer & Co. Inc. (Chris Sullivan/Jack Fay/Lorraine Welch)  
85 Broad Street, 22<sup>nd</sup> Floor  
New York, NY 10004

Mischler Financial Group, Inc. (Steve Neri)  
1111 Bayside Drive, Suite 100  
Corona del Mar, CA 92625

# **MOBILITY AUTHORITY**

## **POLICY CODE**



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

**CURRENT AS OF OCTOBER 30, 2024**



# MOBILITY AUTHORITY POLICY CODE

## Chapter 2: FINANCES

### Article 5. INVESTMENT POLICY AND STRATEGY

#### 201.001 Overview

This article is adopted and intended to comply with the Texas Public Funds Investment Act, Chapter 2256, Government Code, as that act may be amended from time to time (the “PFIA”). It is the policy of the authority to invest public funds in a manner which will provide the maximum security with the highest investment return while meeting the daily cash flow demands of the authority conforming to all state and local statutes governing the investment of public funds. The authority’s Investment Policy and Strategy is approved by the board and is adopted to provide investment policy and strategy guidelines for use by authority staff and its advisors.

#### 201.002 Scope

This article applies to all investment activities of authority funds except those subject to other investment covenants or excluded by contract. All funds covered by this article shall be invested in accordance with the PFIA. These funds are accounted for in the authority's annual financial report and include:

- (1) Revenue Fund
- (2) Rebate Fund
- (3) Operating Funds
- (4) Debt Service Funds
- (5) Debt Service Reserve Funds
- (6) Renewal and Replacement Fund
- (7) General Fund
- (8) Capital Projects Funds

#### 201.003 Objectives

The primary objectives, in priority order, of investment activities shall be:

## MOBILITY AUTHORITY POLICY CODE

- (1) Safety: Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective shall be to mitigate credit risk and interest rate risk.
- (2) Credit Risk: Credit risk is the risk of loss due to the failure of the security issuer or backer. Credit risk may be mitigated by:
  - (3) Limiting investments to the safest types of securities; as listed in Section 201.014.
  - (4) Pre-qualifying the financial institutions, brokers/dealers, intermediaries, and advisors with which the authority will do business; and,
  - (5) Diversifying the investment portfolio so that potential losses on individual securities will be minimized.
- (6) Interest Rate Risk: Interest rate risk is the risk that the market value of securities in the portfolio will fall due to changes in general interest rates. Interest rate risk may be mitigated by:
  - (7) Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing projects, thereby avoiding the need to sell securities on the open market prior to maturity; and,
  - (8) By investing operating funds primarily in shorter-term securities, money market mutual funds or similar investment pools and limiting the average maturity of the portfolio in accordance with Section 201.009.
- (9) Liquidity: The investment portfolio shall remain sufficiently liquid to meet all project and operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands.
- (10) Yield: The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above. The core investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall be held to maturity with the following exceptions:
  - (11) A declining credit security could be sold early to minimize loss of principal;
  - (12) A security swap would improve the quality, yield, or target duration in the portfolio; or,
  - (13) Liquidity needs of the portfolio require that the security be sold.
- (14) Public Trust: Participants in the authority's investment process shall act responsibly as public trust custodians. Investment Officers shall avoid transactions which might impair public confidence in the authority's ability to manage effectively.

# MOBILITY AUTHORITY POLICY CODE

## 201.004 Standards Of Care

- (a) Prudence: The standard of prudence to be used by investment officials shall be the “prudent person” standard and shall be applied in the context of managing an overall portfolio. An Investment Officer acting in accordance with the Investment Policy and Strategy and written procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.
- (b) Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

## 201.005 Ethics and Conflicts

- (a) Investment Officers shall refrain from personal business activity that could conflict with or be perceived to conflict with the proper execution and management of the investment program, or that could impair their ability to make an impartial decision. An Investment Officer shall refrain from undertaking personal investment transactions with an individual person with whom business is conducted on behalf of the authority.
- (b) For purposes of this section, an investment officer has a personal business relationship with a business organization if:
  - (1) the investment officer owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
  - (2) funds received by the investment officer from the business organization exceed 10 percent of the investment officer's gross income for the previous year; or
  - (3) the investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.
- (c) An Investment Officer shall file with the Texas Ethics Commission and with the board a statement disclosing the existence of the relationship if the Investment Officer:
  - (1) has a personal business relationship with a business organization offering to engage in an investment transaction with the authority; or
  - (2) is related within the second degree by affinity or consanguinity, as determined under Chapter 573, Government Code, to an individual seeking to sell an investment to the authority.

# MOBILITY AUTHORITY POLICY CODE

## **201.006 Designation of Investment Officer**

The chief financial officer, controller, and finance manager are designated and shall act as the Investment Officers of the authority and shall have responsibility for managing the authority's investment program. Additional authority personnel may also be designated as an Investment Officer with approval of the board. Written operational and investment procedures consistent with this chapter shall be established. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this chapter and the established procedures.

## **201.007 Investment Advisor**

The board may select an Investment Advisor to advise the authority on investment of funds and other responsibilities as outlined in this article including but not limited to broker compliance, security selection, competitive bidding, reporting and security documentation. The Investment Advisor must be registered with the Securities and Exchange Commission (SEC) under the Investment Advisor's Act of 1940 as well as with the Texas State Securities Board.

## **201.008 Required Training**

The chief financial officer and controller and any other person designated by resolution of the board as an Investment Officer shall attend at least one or more training sessions totaling ten hours relating to the responsibilities of maintaining the investment portfolio within 12 months after taking office or assuming duties; and shall attend a training session not less than once every two years and receive not less than eight hours of training. Such training, from an independent source, shall include education in investment controls, security risks, strategy risks, market risks, and compliance with the PFIA. Training required by this section shall be from an independent source certified to provide training required by the PFIA and approved or endorsed by the Government Finance Officers Association of Texas, the Government Treasurers Organization of Texas, the Texas Municipal League, or the North Central Texas Council of Governments.

## **201.009 Investment Strategies**

- (a) The authority's investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs.
- (b) Market Yield Benchmark: The authority's investment strategy is conservative. Given this strategy, the basis used by the chief financial officer to determine whether minimum market yields are being achieved shall be the average six month T-bill yield during the quarter. Investment Officers

# MOBILITY AUTHORITY POLICY CODE

and Investment Advisors shall strive to safely exceed minimum market yield within policy and market constraints.

(c) **Maximum Maturities:** To the extent possible, the authority will attempt to match its individual investments with anticipated cash flow requirements of each fund. However, in no instance shall the maximum stated maturity of an individual investment exceed five years, unless approved by the board.

## **201.010 Diversification**

The authority will seek to diversify investments, by security types and maturity dates in order to avoid incurring unreasonable risks.

## **201.011 Authorized Financial Institutions and Qualified Brokers**

(a) The board shall approve by separate resolution the financial institutions and qualified brokers authorized to provide investment services and engage in investment transactions with the authority. These may include “primary” brokers or regional brokers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule).

(b) Each security broker who desires to become qualified and authorized under this section to engage in investment transactions with the authority must supply the chief financial officer with the following:

- (1) Audited financial statements;
- (2) Proof of Financial Industry Regulatory Authority (FINRA) certification;
- (3) Proof of state registration;
- (4) The completed security broker/dealer questionnaire in the form approved by the board in a separate resolution; and,
- (5) A written certification relating to this Investment Policy and Strategy signed by a qualified representative of the firm in the form approved by the board in a separate resolution. The

# MOBILITY AUTHORITY POLICY CODE

authority will not enter into an investment transaction with a security broker/dealer prior to receiving this written certification and acknowledgement.

- (6) If an Investment Advisor is used, the advisor shall provide its list of broker/dealers no less than annually for approval and shall be responsible for signing the certification above.

- (c) A current audited financial statement is required to be on file for each financial institution and broker in which the authority invests. An annual review of the financial condition and registrations of qualified brokers will be conducted by the executive director or chief financial officer.

- (d) In accordance with state law, the authority requires all funds held by financial institutions above the Federal Deposit Insurance Corporation (FDIC) insurance limit to be collateralized with securities whose market value is pledged at 102% of principal and accrued interest by that institution with the authority's custodial bank. Private insurance coverage is not an acceptable collateralization form. Securities which are acceptable for collateralization purposes are as follows:

- (1) FDIC insurance coverage.
    - (2) A bond bill, certificate of indebtedness, or Treasury note of the United States, or other evidence of indebtedness of the United States that is guaranteed as to principal and interest by the United States (i.e. Treasury Agency issues).
    - (3) Obligations, the principal and interest on which, are unconditionally guaranteed or insured by the State of Texas.
    - (4) A bond of the State of Texas or a country, city or other political subdivision of the State of Texas having been rated as investment grade by a nationally recognized rating agency with a remaining maturity of ten years or less.

## **201.012 Custody - Delivery vs. Payment**

All security transactions entered into by the authority shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by the authority's custodial bank and evidenced by safekeeping receipts.

## **201.013 Safekeeping of Securities**

- (a) Securities purchased for the authority's portfolios will be delivered in book entry form and will be held in third party safekeeping by a Federal Reserve member financial institution designated as the authority's safekeeping and custodian bank.

- (b) The authority will execute Safekeeping Agreements prior to utilizing the custodian's safekeeping services. The safekeeping agreement must provide that the safekeeping agent will immediately record and promptly issue and deliver a safekeeping receipt showing the receipt and the identification of the security, as well as the authority's interest. All securities owned by the

# MOBILITY AUTHORITY POLICY CODE

authority will be held in a Customer Account naming the authority as the customer.

(c) The safekeeping institution shall annually provide a copy of their most recent report on internal controls (Statement of Auditing Standards no. 70 or SAS 70).

## **201.014 Authorized And Suitable Investments**

(a) The investment of authority funds will be made using only those investment types approved by the board and which are in accordance with the PFIA. The approved investment types will be limited to the following:

- (1) U.S. Treasury and Federal Agency Issues as authorized under Section 2256.009 of the PFIA.
- (2) Certificates of Deposit as authorized under Section 2256.010 of the PFIA.
- (3) Repurchase Agreements, including flexible Repurchase Agreements, collateralized by U.S. Treasury or Federal Agency Securities whose market value is 102% of the authority's investment and are pledged and held with the authority's custodial bank or a third-party safekeeping agent approved by the authority. Repurchase agreements must also be secured in accordance with State law. Each counter party to a repurchase transaction is required to sign a copy of an Investment Repurchase Agreement under the guidelines of Section 2256.011 of the PFIA, using the Securities Industry and Financial Markets Association (SIFMA) Master Repurchase Agreement as a general guide and with such changes thereto as are deemed in the best interest of the authority. Such an Agreement must be executed prior to entering into any transaction with a repo counter-party.
- (4) Guaranteed Investment Contracts (GIC's) collateralized by U.S. Treasury or Federal Agency Securities whose market value is 102% of the authority's investment and are pledged and held with the authority's custodial bank or a third-party safekeeping agent approved by the authority. Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested for a term which exceeds five years from the date of bond issuance.
- (5) Obligations of states, agencies, counties, cities, and other political subdivisions of any State having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than "AA" or its equivalent, with fixed interest rates and fixed maturities.
- (6) SEC registered no-load money market mutual funds with a dollar weighted average portfolio maturity of 60 days or less; that fully invest dollar for dollar all authority funds without sales

## MOBILITY AUTHORITY POLICY CODE

commissions or loads; and whose investment objectives include the maintenance of a stable net asset value of \$1 per share

- (7) Local government investment pools, which are “AAA” rated by a nationally recognized bond rating company (e.g., Moody’s, S&P, Fitch), and which participation in any particular investment pool(s) has been authorized by resolution of the board, not to exceed 80% of the total investment portfolio less bond funds. Bond funds may be invested at 100%.
- (b) The authority is prohibited from purchasing any security that is not authorized by Texas law, or any direct investment in asset-backed or mortgage-backed securities. The authority expressly prohibits the purchase of inverse floaters, interest-only (IO) and principal-only (PO) collateralized mortgage obligations (CMO’s).
- (c) An Investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have the minimum rating. The Investment Officers shall monitor the credit rating on all authorized investments in the portfolio based upon independent information from a nationally recognized rating agency. The authority shall take all prudent measures that are consistent with its Investment Policy and Strategy to liquidate an investment that does not have the minimum rating.

### **201.015 Reporting and Review**

- (a) Quarterly Report Requirements: The Investment Officers shall jointly prepare, no less than on a quarterly basis, an investment report, including a summary that provides a clear picture of the status of the current investment portfolio and transactions made after the ending period of the most



## MOBILITY AUTHORITY POLICY CODE

recent investment report. The report shall be provided to the board and the executive director. The report shall comply with requirements of the PFIA and shall include the following:

- (1) The investment position of the authority on the date of the report.
- (2) The signature of each Investment Officer.
- (3) Summary for each fund stating:
  - (A) Beginning market value;
  - (B) Ending market value.
- (4) Ending book value and market value for each investment along with fully accrued interest for the reporting period.
- (5) Maturity date of each investment.
- (6) Description of the account or fund for which the investments were made.
- (7) Statement that the investment portfolio is in compliance with the authority's Investment Policy and Strategy.
  - (b) Security Pricing: Current market value of securities may be obtained by independent market pricing sources including, but not limited to, the Wall Street Journal, broker dealers and banks other than those who originally sold the security to the authority as well as the authority's safekeeping agent.
  - (c) Annual Audit: If the authority places funds in any investment other than registered investment pools or accounts offered by its depository bank, the above reports shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the Executive Committee. In addition, the authority's external auditors shall conduct a compliance audit of management controls on investments and adherence to the Investment Policy and Strategy.

### **201.016 Current Investments Exempted from Policy**

Any investment currently held that does not meet the guidelines of this article or subsequent amended versions shall be exempted from the requirements of this article. At maturity or liquidation, such monies shall be reinvested only as provided by this article.

### **201.017 Annual Review**

The authority shall review and approve the Investment Policy and Strategy annually. This review shall be conducted by the board with recommendations from the executive director and/or chief financial officer. Any approved amendments shall be promptly incorporated into written policy.



## June 25, 2025 AGENDA ITEM #6

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Approve an agreement with Hilltop Securities Asset Management, LLC for arbitrage rebate services associated with the investment of tax-exempt proceeds.

Strategic Plan Relevance:	Stewardship
Department:	Finance
Contact:	José A. Hernandez, Chief Financial Officer
Associated Costs:	\$17,500 annually for 5-10 years
Funding Source:	Annual Operating Budget
Action Requested:	Consider and act on draft resolution.

**Project Description/Background:** Each year the Mobility Authority engages an independent consulting firm to conduct a review of the Mobility Authority's tax-exempt bond proceed investments to determine if any are subject to rebate requirements under Treasury Regulations, Section 1.148(f)(2) of the Code.

On April 24, 2025, the Mobility Authority issued a Request for Qualifications (RFQ) for Arbitrage Rebate Consulting services. On May 12, 2025, the Mobility Authority received one proposal in response to the RFQ. The Mobility Authority evaluation committee consisting of the Chief Financial Officer and the Controller reviewed the proposal against the evaluation criteria provided in the RFQ.

Hilltop Securities Asset Management (HSAM) met all the criteria and, if approved, will be conducting the annual arbitrage rebate report for the Fiscal Year ending June 30, 2025.

**Financing:** Annual Operating Budget

**Action requested/Staff Recommendation:** This item requests approval by the Board for professional services to provide Arbitrage Rebate Consulting Services.

The award shall become effective as of the date executed by the CTRMA and, unless

terminated by either party pursuant to the agreement, shall remain in effect for five years, with five, one-year optional extensions. The optional extensions will be subject to approval by the CTRMA Executive Director.

**Backup provided:**           Draft Resolution  
                                      Draft agreement

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

**RESOLUTION NO. 25-0XX**

**APPROVING AN AGREEMENT WITH HILLTOP SECURITIES ASSET MANAGEMENT,  
LLC FOR ARBITRAGE REBATE SERVICES**

WHEREAS, the Mobility Authority requires arbitrage rebate consulting services to provide guidance on the rebate requirements of tax-exempt bond proceed investments; and

WHEREAS, on April 24, 2025, the Mobility Authority staff issued a Request for Qualifications (RFQ) soliciting statements of qualifications from firms interested in providing arbitrage rebate consulting services to the Mobility Authority; and

WHEREAS, on May 12, 2025, the Mobility Authority received a timely response to the RFQ from one (1) firm, Hilltop Securities Asset Management, LLC; and

WHEREAS, the Chief Financial Officer and Controller evaluated the submission from Hilltop Securities Asset Management, LLC and determined the firm to be qualified to perform the requested services; and

WHEREAS, based on the review and analysis of Hilltop Securities Asset Management, LLC's qualifications submittal, the Chief Financial Officer recommends that the Board approve an agreement with Hilltop Securities Asset Management, LLC to provide arbitrage rebate consulting services in an amount not to exceed \$175,000 and in the form or substantially the same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board approves the proposed agreement with Hilltop Securities Asset Management, LLC for arbitrage rebate consulting services and hereby authorizes the Executive Director to execute the agreement in an amount not to exceed \$175,000 and in the form or substantially the same form as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25<sup>th</sup> day of June 2025.

Submitted and reviewed by:

Approved:

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James M. Bass  
Executive Director

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Nikelle Meade  
Vice Chair, Board of Directors

**Exhibit A**

**AGREEMENT FOR  
ARBITRAGE REBATE COMPLIANCE SERVICES  
BETWEEN  
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY  
(Hereinafter Referred to as the “Issuer”)  
AND  
HILLTOP SECURITIES ASSET MANAGEMENT, LLC  
(Hereinafter Referred to as “HSAM”)**

It is understood and agreed that the Issuer, in connection with the sale and delivery of certain bonds, notes, certificates, or other tax-exempt obligations (the “*Obligations*” or “*Bonds*”), will have the need to determine to what extent, if any, it will be required to rebate certain investment earnings (the amount of such rebate being referred to herein as the “*Arbitrage Amount*”) from the proceeds of the Obligations to the United States of America pursuant to the provisions of Section 148(f)(2) of the Internal Revenue Code of 1986, as amended (the “*Code*”). For purposes of this Agreement, the term “Arbitrage Amount” includes payments made under the election to pay penalty in lieu of rebate for a qualified construction issue under Section 148(f)(4) of the Code.

If it is accepted by the Issuer, this shall become the agreement (the “*Agreement*”) between the Issuer and HSAM and will become effective at the date of its acceptance as provided for herein below.

1. This Agreement shall apply to all issues of the Issuer’s tax-exempt Obligations existing on the effective date of this Agreement or hereafter issued, except for (i) issues which qualify for exceptions to the rebate requirements in accordance with Section 148 of the Code and related Treasury regulations, or (ii) issues excluded by the Issuer in writing in accordance with the further provisions hereof, (iii) new issues effected in a fashion whereby HSAM is unaware of the existence of such issue, (iv) issues in which, for reasons outside the control of HSAM, HSAM is unable to procure the necessary information required to perform such services.

**Covenants of Hilltop Securities Asset Management**

2. HSAM agrees to provide our professional services in determining the Arbitrage Amount with regard to the Obligations. The Issuer will assume and pay the fee of HSAM as such fee is set out in Appendix A attached hereto. HSAM shall not be responsible for any expenses incurred on behalf of Issuer in connection with providing such professional services, including any costs incident to litigation, mandamus action, test case or other similar legal actions.
3. HSAM agrees to perform the following duties in connection with providing arbitrage rebate compliance services:
  - a. To cooperate fully with the Issuer in reviewing the schedule of investments made by the Issuer with (i) proceeds from the Obligations, and (ii) proceeds of other funds of the Issuer which, under Treasury Regulations Section 1.148, or any successor regulations thereto, are subject to the rebate requirements of the Code;
  - b. To perform, or cause to be performed, consistent with the Code and the regulations promulgated thereunder, calculations to determine the Arbitrage Amount under Section 148(f)(2) of the Code;
  - c. To provide a report to the Issuer specifying the Arbitrage Amount based upon the investment schedule, the calculations of bond yield and investment yield, and other information deemed relevant by HSAM. In undertaking to provide the services set forth in paragraph 2 and this paragraph 3, HSAM does not assume any responsibility for any record retention requirements which the Issuer may have under the Code or other applicable laws, it being understood that the Issuer shall remain responsible for compliance with any such record retention requirements. HSAM shall maintain Issuer records and work product pursuant to its own internal document retention policy; and
  - d. To prepare all necessary Internal Revenue Service forms, provide a signed opinion of the liability due to the U.S. Treasury, confirm the calculation methodology used is consistent with current tax laws and regulations, and assist

Issuer staff, if necessary, in the event of an Internal Revenue Service inquiry and/or audit, during and subsequent to the contract period.

#### **Covenants of the Issuer**

4. In connection with the performance of the aforesaid duties, the Issuer agrees to the following:
  - a. The fees due to HSAM in providing arbitrage rebate compliance services shall be calculated in accordance with Appendix A attached hereto. The fees will be payable upon delivery of the report prepared by HSAM for each issue of Obligations during the term of this Agreement.
  - b. The Issuer will provide HSAM all information regarding the issuance of the Obligations and the investment of the proceeds therefrom, and any other information necessary in connection with calculating the Arbitrage Amount. HSAM will rely on the information supplied by the Issuer without inquiry, it being understood that HSAM will not conduct an audit or take any other steps to verify the accuracy or authenticity of the information provided by the Issuer.
  - c. The Issuer will notify HSAM in writing of the retirement, prior to the scheduled maturity, of any Obligations included under the scope of this Agreement within 30 days of such retirement. This notification is required to provide sufficient time to comply with Treasury Regulations Section 1.148-3(g) which requires final payment of any Arbitrage Amount within 60 days of the final retirement of the Obligations. In the event the Issuer fails to notify HSAM in a timely manner as provided hereinabove, HSAM shall have no further obligation or responsibility to provide any services under this Agreement with respect to such retired Obligations.
5. In providing the services set forth in this Agreement, it is agreed that HSAM shall not incur any liability for any error of judgment made in good faith by a responsible officer or officers thereof and, except to the limited extent set forth in this paragraph, shall not incur any liability for any other errors or omissions, unless it shall be proved that such error or omission was a result of the negligence or willful misconduct of said officer or officers. In the event a payment is assessed by the Internal Revenue Service due to an error by HSAM, the Issuer will be responsible for paying the correct Arbitrage Amount and HSAM's liability shall not exceed the amount of any penalty or interest imposed on the Arbitrage Amount as a result of such error. Additionally, it is understood and agreed that HSAM shall incur no liability for any errors, omissions, or failure to make a timely payment in connection with any IRS Computation Date calculations occurring prior to the effective date of this Agreement, even if the error is discovered after the date of HSAM's engagement.

#### **No Coordination with Private Activity Regulations**

6. The purpose of HSAM's engagement is to determine the Arbitrage Amount pursuant to Section 148(f)(2) of the Code. Sections 141-147 of the Code and the related Treasury Regulations set forth requirements with respect to the amount of obligation proceeds that may be used for the benefit of a private person or entity. Treasury Regulations Section 1.141-6(a) requires that allocations of expenditures of obligation proceeds for purposes of computing the Arbitrage Amount must be the same as the allocations of expenditures used to test the private use of projects financed with proceeds of the Obligations.
7. For purposes of calculating the Arbitrage Amount, our calculations assume that the allocation of the expenditures of Obligation proceeds as provided to us are the same for both purposes of Sections 141-147 and Section 148 of the Code. The scope of this engagement does not include procedures to analyze the private use limitations associated with the Obligations.

#### **Obligations Issued Subsequent to Initial Agreement**

8. The services contracted for under this Agreement will automatically extend to any additional Obligations (including financing lease obligations) issued during the term of this Agreement if such Obligations are subject to the rebate requirements under Section 148(f)(2) of the Code. In connection with the issuance of additional Obligations, the Issuer agrees to the following:
  - a. The Issuer will notify or cause the notification, in writing, to HSAM of any tax-exempt Obligation (including financing lease obligations) issued by the Issuer during any calendar year of this Agreement, and will provide HSAM with such information regarding such Obligations as HSAM may request in connection with its

performance of the arbitrage rebate services contracted for hereunder. If such notice is not provided to HSAM with regard to a particular Obligation, HSAM shall have no obligation to provide any services hereunder with respect to such Obligation.

- b. At the option of the Issuer, any additional Obligations to be issued subsequent to the execution of this Agreement may be excluded from the services provided for herein. In order to exclude an issue, the Issuer must notify HSAM in writing of their intent to exclude any specific Obligations from the scope of this Agreement, which exclusion shall be permanent for the full life of the Obligations; and after receipt of such notice, HSAM shall have no obligation to provide any services under this Agreement with respect to such excluded Obligations.

#### **Effective Date of Agreement**

9. This Agreement shall become effective at the date of acceptance by the Issuer as set out herein below and remain in effect thereafter for a period of five (5) years from the date of acceptance, provided, however, that this Agreement may be terminated with or without cause by the Issuer or HSAM upon thirty (30) days prior written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to HSAM for services provided and expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement expires or is terminated prior to the completion of its stated term, all records provided to HSAM with respect to the investment of monies by the Issuer shall be returned to the Issuer as soon as practicable following written request by Issuer, provided that such records have not been destroyed pursuant to HSAM's internal document retention policy. In addition, the parties hereto agree that, upon termination of this Agreement, HSAM shall have no continuing obligation to the Issuer regarding any arbitrage rebate related services contemplated herein, regardless of whether such services have previously been undertaken, completed, or performed. The term of this agreement may be extended for five one-year periods pursuant to the agreement of both parties and approval of each one-year extension by the Mobility Authority's Executive Director.

#### **Acceptance of Agreement**

10. When accepted by the Issuer in accordance with the terms hereof, this Agreement, together with Appendix A attached hereto, will constitute the entire agreement between the Issuer and HSAM for the purposes and the consideration herein specified. In order for this Agreement to become effective, it must be accepted by the Issuer within sixty (60) days of the receipt by the Issuer. After the expiration of such 60-day period, acceptance by the Issuer shall only become effective upon delivery of written acknowledgement and reaffirmation by HSAM that the terms and conditions set forth in this Agreement remain acceptable to HSAM.

#### **Counterpart Signatures**

11. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Each Party may execute this Agreement on a facsimile or PDF hereof. In addition, facsimile or PDF signatures of either Party shall be valid and binding, and delivery of a facsimile or PDF signature by either Party shall constitute due execution and delivery of this Agreement.

#### **Governing Law**

12. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its principles of conflicts of laws.

#### **Acceptance**

13. Acceptance will be indicated by returning one executed copy to HSAM. An electronic version is acceptable. HSAM will then execute the Agreement and return a fully executed electronic version of the Agreement to the Issuer.



Respectfully submitted,

HILLTOP SECURITIES ASSET MANAGEMENT, LLC

By \_\_\_\_\_

Brian Helming, Managing Director

Date \_\_\_\_\_

**ISSUER'S ACCEPTANCE CLAUSE**

The above and foregoing is hereby in all things accepted and approved by \_\_\_\_\_

\_\_\_\_\_ (Issuer Name), on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By \_\_\_\_\_

Authorized Representative

Title \_\_\_\_\_

Printed Name \_\_\_\_\_

## **APPENDIX A - FEES**

The Obligations to be covered initially under this Agreement include all issues of tax-exempt obligations delivered subsequent to the effective dates of the rebate requirements, under the Code, except as set forth in Section I of the Agreement.

The fee for any Obligations under this Agreement shall only be payable if a computation is required under Section 148(f)(2) of the Code. In the event that any of the Obligations fall within an exclusion to the computation requirement as defined by Section 148 of the Code or related regulations and no calculations were required by HSAM to make that determination, no fee will be charged for such issue. For example, certain obligations are excluded from the rebate computation requirement if the proceeds are spent within specific time periods. In the event a particular issue of Obligations fulfills the exclusion requirements of the Code or related regulations, the specified fee will be waived by HSAM if no calculations were required to make the determination.

HSAM's fee for arbitrage rebate services is based upon a fixed Calculation Period fee per issue. The Calculation Period fee is charged based upon the number of Calculation Periods that proceeds exist subject to rebate from the delivery date of the issue to the Calculation Date.

HSAM's fees are payable upon delivery of the report. The first report will be made following one Calculation Period from the date of delivery of the Obligations and on each Calculation Date thereafter during the term of the Agreement. The fees for computations of the Arbitrage Amount which encompass more, or less, than one Calculation Period shall be prorated to reflect the longer, or shorter, period of work performed during that period.

The fee for each of the Obligations included in this Agreement shall be based on the table below.

<b>Description</b>	<b>FEE</b>
<b><i>ANNUAL CALCULATION PERIOD FEE</i></b>	<b>\$ 1,800</b>
<b><i>COMPREHENSIVE ARBITRAGE COMPLIANCE SERVICES INCLUDE:</i></b>	
<ul style="list-style-type: none"><li>• Commingled Funds Analysis &amp; Calculations</li><li>• Spending Exception Analysis &amp; Calculations</li><li>• Yield Restriction Analysis &amp; Calculations (for yield restricted Project Funds, Reserve Funds, Escrow Funds, etc.)</li><li>• Parity Reserve Fund Allocations</li><li>• Transferred Proceeds Calculations</li><li>• Universal Cap Calculations</li><li>• Debt Service Fund Calculations (including earnings test when required)</li><li>• Preparation of all Required IRS Paperwork for Making a Rebate Payment / Yield Reduction Payment</li><li>• Retention of Records Provided for Arbitrage Computations</li><li>• IRS Audit Assistance</li><li>• Delivery of Rebate Calculations Each Year That Meets the Timing Requirements of the Audit Schedule</li><li>• On-Site Meetings, as Appropriate, to Discuss Calculation Results / Subsequent Planning Items</li></ul>	<b>INCLUDED</b>
<b><i>OTHER SERVICES AVAILABLE:</i></b>	
<b>IRS Refund Request</b> – Update calculation, prepare refund request package, and assist issuer as necessary in responding to subsequent IRS Information Requests	<b>\$3,000</b>

## EXPLANATION OF TERMS:

- a. **Bond Year:** A “Bond Year” is each 1-year period selected by the issuer. The first and last bond years may be short periods. If no bond year is selected, bonds years will end on each anniversary date of the issue and at final maturity.
- b. **Computation Date:** A “Computation Date” is a five bond year period no longer than five years after the issue date. Subsequent Computation Dates will be for a period not later than 5 years after the previous Computation Date and at final maturity of the issue.
- c. **Calculation Period:** A “Calculation Period” represents a one year period from the delivery date of the issue to the date that is one calendar year after the delivery date, and each subsequent one-year periods thereafter. Therefore, if a calculation is required that covers more than one Calculation Period, the Calculation Period fee is multiplied by the number of periods contained in the calculation being performed. If a calculation includes a portion of a Calculation Period, i.e., if the calculation includes 1 ½ Calculation Periods, then the base fee will be multiplied by 1.5.
- d. **Electronic Data Submission:** The data should be provided electronically in MS Excel or ASCII text file (comma delimited text preferred) with the date, description, dollar amount, and an activity code (if not in debit and credit format) on the same line in the file.
- e. **Variable/Floating Rate Bond Issues:** Special services are also required to perform the arbitrage rebate calculations for variable rate bonds. A bond is a variable rate bond if the interest rate paid on the bond is dependent upon an index which is subject to changes subsequent to the issuance of the bonds. The computational requirements of a variable rate issue are more complex than those of a fixed rate issue and, accordingly, require significantly more time to calculate. The additional complexity is primarily related to the computation of the bond yield, which must be calculated on a “bond year” basis. Additionally, the regulations provide certain flexibility in computing the bond yield and determining the arbitrage amount over the first IRS reporting period; consequently, increased calculations are required to determine which bond yield calculation produces the lowest arbitrage amount.
- f. **Commingled Fund Allocations:** By definition, a commingled fund is one that contains either proceeds of more than one bond issue or proceeds of a bond issue and non-bond proceeds (i.e., revenues) of \$25,000 or more. The arbitrage regulations, while permitting the commingling of funds, require that the proceeds of the bond issue(s) be “carved out” for purposes of determining the arbitrage amount. Additionally, interest earnings must be allocated to the portion of the commingled fund that represents proceeds of the issue(s) in question. Permitted “safe-harbor” methods (that is, methods that are outlined in the arbitrage regulations and, accordingly, cannot be questioned by the IRS under audit), exist for allocating expenditures and interest earnings to issues in a commingled fund. HSAM uses one of the applicable safe-harbor methods when doing these calculations.
- g. **Debt Service Reserve Funds:** The authorizing documents for many revenue bond issues require that a separate fund be established (the “Reserve Fund”) into which either bond proceeds or revenues are deposited in an amount equal to some designated level, such as average annual debt service on all parity bonds. This Reserve Fund is established for the benefit of the bondholders as additional security for payment on the debt. In most cases, the balance in the Reserve Fund remains stable throughout the life of the bond issue. Reserve Funds, whether funded with bond proceeds or revenues, must be included in all rebate calculations.
- h. **Debt Service Fund Calculations:** Issuers are required under the regulations to analyze the invested balances in their debt service funds annually to determine whether the fund depletes as required during the year and is, therefore, “bona fide” (i.e., potentially exempt from rebate in that year). It is not uncommon for surplus balances to develop in the debt service fund that services an issuer’s tax supported debt, particularly due to timing differences of when the funds were due to be collected versus when the funds were actually collected. HSAM performs this formal analysis of the debt service fund and, should it be determined that a surplus balance exists in the fund during a given year, allocates the surplus balance among the various issues serviced by the fund in a manner that is acceptable under IRS review.
- i. **Earnings Test for Debt Service Funds:** Certain types of bond issues require an additional level of analysis for the debt service fund, even if the fund depletes as required under the regulations and is “bona fide.” For short-term, fixed rate issues, private activity issues, and variable rate issues, the regulations require that an “earnings test” be performed on a bona fide debt service fund to determine if the interest earnings reached \$100,000 during the year. In cases where the earnings reach or exceed the \$100,000 threshold, the entire fund (not just the surplus or residual portion) is subject to rebate.

- j. **Transferred Proceeds Calculations:** When a bond issue is refinanced (refunded) by another issue, special services relating to “transferred proceeds” calculations may need to be performed. Under the regulations, when proceeds of a refunding issue are used to retire principal of a prior issue, a pro-rata portion of the unspent proceeds of the prior issue becomes subject to rebate and/or yield restriction as transferred proceeds of the refunding issue. The refunding issue essentially “adopts” the unspent proceeds of the prior issue for purposes of the arbitrage calculations. These calculations are required under the regulations to ensure that issuers continue to exercise due diligence to complete the project(s) for which the prior bonds were issued.
- k. **Universal Cap:** Current regulations provide an overall limitation on the amount of gross proceeds allocable to an issue. Simply stated, the value of investments allocated to an issue cannot exceed the value of all outstanding bonds of the issue. For example, this situation can occur if an issuer encounters significant construction delays or enters into litigation with a contractor. It may take months or even years to resolve the problems and begin or resume spending the bond proceeds; however, during this time the debt service payments are still being paid, including any scheduled principal payments. Thus, it’s possible for the value of the investments purchased with bond proceeds to exceed the value of the bonds outstanding. In such cases, a “de-allocation” of proceeds may be required to comply with the limitation rules outlined in the regulations.
- l. **Yield Restriction Analysis/Yield Reduction Computations:** The IRS strongly encourages issuers to spend the proceeds of each bond issue as quickly as possible to achieve the governmental purpose for which the bonds were issued. Certain types of proceeds can qualify for a “temporary period,” during which time the proceeds may be invested at a yield higher than the yield on the bonds without jeopardizing the tax-exempt status of the issue. The most common temporary period is the three-year temporary period for capital project proceeds. After the end of the temporary period, the proceeds must be yield restricted or the issuer must remit the appropriate yield reduction payment when due. HSAM performs a comprehensive yield restriction analysis when appropriate for all issues having proceeds remaining at the end of the applicable temporary period and also calculates the amount of the yield reduction payment due to the IRS.



June 25, 2025  
AGENDA ITEM #7

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Approve an extension to the agreement  
with Hilltop Securities Inc. for financial  
advisory services

Strategic Plan Relevance:	Stewardship
Department:	Finance
Contact:	José A. Hernandez, Chief Financial Officer
Associated Costs:	Annual Retainer, Transaction Fees per the Agreement
Funding Source:	Various – Project Funds and Operating Budget
Action Requested:	Consider and act on draft resolution.

**Project Description/Background:** In connection with the authorization, sale, issuance and delivery of debt financing required to fund new mobility projects and pay for the renewal and replacement of existing infrastructure, the Mobility Authority has retained an independent financial consultant to advise regarding these financial transactions. This consultant also provides expert advice regarding all financial issues affecting the Mobility Authority such as ongoing investments, financial planning, continuing disclosure, arbitrage calculation, and operations and maintenance funding.

On March 25, 2020, the Board of Directors approved an agreement with Hilltop Securities, Inc. through July 22, 2025. The agreement includes the option of a two (2) year extension pursuant to the approval of the Mobility Authority Board of Directors, Hilltop Securities, Inc. and approval by Mobility Authority's Board of Directors. The Executive Director and Hilltop Securities, Inc. have negotiated a draft extension agreement, extending the term of the engagement for two (2) years.

**Financing:** Various – Project Funds and Operating Budgets

**Action requested/Staff Recommendation:** Staff recommends approving two-year extension to the agreement with Hilltop Securities, Inc. for financial advisory services as provided for in the current contract.

**Backup provided:**

Draft Resolution

Draft agreement extension

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

**RESOLUTION NO. 25-0XX**

**APPROVING AN EXTENSION TO THE AGREEMENT WITH  
HILLTOP SECURITIES, INC. FOR FINANCIAL ADVISORY SERVICES**

WHEREAS, by Resolution No. 20-019 dated March 25, 2020, the Board of Directors (Board) approved an agreement with Hilltop Securities, Inc. to provide financial advisory services to the Mobility Authority that is set to expire on July 22, 2025; and

WHEREAS, the agreement contains an optional two-year extension subject to Board approval; and

WHEREAS, the Executive Director and Chief Financial Officer recommend that the Board approve the two-year extension so that the agreement with Hilltop Securities, Inc. will remain in full force and effect until July 22, 2027, as described in Exhibit A hereto; and

NOW THEREFORE, BE IT RESOLVED that the Board approves the extension of the agreement with Hilltop Securities, Inc. For financial advisory services for an additional two years so that the agreement will expire on July 22, 2027, and hereby authorizes the Executive Director to execute the extension in the form or substantially same form attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25<sup>th</sup> day of June 2025.

Submitted and reviewed by:

Approved:

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James M. Bass, Executive Director

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Nikelle Meade  
Vice Chair, Board of Directors

**Exhibit A**



**FINAL EXTENSION OF THE FINANCIAL ADVISORY SERVICES AGREEMENT  
BETWEEN HILLTOP SECURITIES, INC. AND THE MOBILITY AUTHORITY**

This Financial Advisory Services Agreement (the "Agreement") is made pursuant to the terms and conditions of Section III of the agreement for financial advisory services entered into and between the Central Texas Regional Mobility Authority (the "Mobility Authority") and Hilltop Securities, Inc. (the "Financial Advisor") dated 07/22/2027.

This agreement is to be effective as of the date executed by the Mobility Authority as set forth on the signature page hereof (the "Effective Date").

The Mobility Authority and Financial Advisor do hereby agree to extend the final term of the Agreement for the final additional two-year period so that it will remain in full force and effect through July 22, 2027, unless otherwise terminated in accordance with the terms of the Agreement.

IN WITNESS WHEREOF, the Mobility Authority and the Financial Advisor have executed this Agreement to be effective as of the date executed by the Mobility Authority.

**HILLTOP SECURITIES, INC.**

**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

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Signature

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Signature

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Printed name

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Printed name

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Title

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Title

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Date

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Date



June 25, 2025  
AGENDA ITEM #8

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Approve an interlocal agreement with the Center for Transportation Research at the University of Texas at Austin for peer review of traffic modeling in downtown Austin associated with the MoPac South Project

Strategic Plan Relevance:	Collaboration
Department:	Engineering
Contact:	Mike Sexton, P.E., Director of Engineering
Associated Costs:	\$20,000
Funding Source:	Project Funds
Action Requested:	Consider and act on draft resolution

**Project Description/Background:** The proposed Interlocal Agreement partners with the Center for Transportation Research at the University of Texas at Austin (CTR) to provide independent peer review of a Dynamic Traffic Analysis (DTA) studying the modifications to traffic patterns in the downtown area adjacent to the northern limits of the Mopac South project.

**Previous Actions & Brief History of the Program/Project:** The Mobility Authority executed a prior agreement with the CTR dated October 8, 2015 to perform DTA to compare the results of roadway network changes from the Mopac South Project to Cesar Chavez Street and the downtown network. CTR completed their original study and Technical Report in November 2015.

In late 2024 stakeholder coordination, the Austin Independent School District (AISD) and the City of Rollingwood requested the Mobility Authority study the impacts of the MoPac South project on Cesar Chavez. In response, the RMA offered to perform a new DTA. This action is proposed to respond to stakeholder requests.

**Financing:** N/A

**Action requested/Staff Recommendation:** Staff recommends the Board approve the Interlocal Agreement with the Center for Transportation Research at the University of Texas at Austin for independent peer review services of dynamic traffic analysis of the downtown area adjacent to the northern limits of the Mopac South project.

**Backup provided:** Draft resolution  
Interlocal Agreement

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

**RESOLUTION NO. 25-0XX**

**APPROVING AN INTERLOCAL AGREEMENT WITH THE CENTER FOR  
TRANSPORTATION RESEARCH AT THE UNIVERSITY OF TEXAS AT AUSTIN FOR  
PEER REVIEW OF TRAFFIC MODELING IN DOWNTOWN AUSTIN ASSOCIATED  
WITH THE MOPAC SOUTH PROJECT**

WHEREAS, the Mobility Authority is currently undertaking an environmental study for the Mopac South Project; and

WHEREAS, during coordination with Mopac South Project stakeholders, the Austin Independent School District and the City of Rollingwood requested the Mobility Authority to study the impacts of MoPac South Project on Cesar Chavez Street in downtown Austin; and

WHEREAS, in response to this stakeholder request, the Executive Director has negotiated an interlocal agreement with the Center for Transportation Research at the University of Texas for independent peer review of the dynamic traffic analysis of the downtown area adjacent to the northern limits of the Mopac South Project; and.

WHEREAS, the Executive Director recommends that the Board approve the proposed interlocal agreement with the Center for Transportation Research at the University of Texas that is attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the interlocal agreement with the Center for Transportation Research at the University of Texas at Austin for independent peer review of the dynamic traffic analysis of the downtown area adjacent to the northern limits of the Mopac South Project and hereby authorizes the Executive Director to execute the interlocal agreement in the form or substantially the same form as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25<sup>th</sup> day of June 2025.

Submitted and reviewed by:

Approved:

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James M. Bass  
Executive Director

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Nikelle Meade  
Vice Chair, Board of Directors

**Exhibit A**

THE STATE OF TEXAS                   §  
THE COUNTY OF TRAVIS               §

### INTERLOCAL COOPERATION CONTRACT

THIS CONTRACT is entered into by and between the agencies shown below as Contracting Parties under the authority granted and in compliance with the provisions of Chapter 771 of the Government Code.

I. CONTRACTING PARTIES:

The Receiving Agency               **Central Texas Regional Mobility Authority (CTRMA, or the Mobility Authority)**

The Performing Agency           **The University of Texas at Austin (Center for Transportation Research) (CTR)**

II. STATEMENT OF SERVICES TO BE PERFORMED: The Performing Agency will undertake and carry out services described in Attachment A, Scope of Services.

III. CONTRACT PAYMENT: The total amount of this contract shall not exceed **\$20,000.00 (twenty thousand dollars and no cents)** and shall conform to the provisions of Attachment B, Budget. Payments shall be billed Monthly.

IV. TERM OF CONTRACT: Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated at the end of the contract term, with no liability to either party. This contract begins when fully executed by both parties and terminates June 1, 2026. The term of this contract may be extended by mutual agreement of the parties.

V. THE AGREEING PARTIES certify that:

1. The services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies.
2. The proposed arrangements serve the interest of efficient and economical administration of the State Government and of the Central Texas Regional Mobility Authority, a Texas political subdivision organized and operating under Chapter 370, Texas Transportation Code.
3. The services or resources agreed upon are not required by Article XVI, Section 21 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

VI. LEGAL Authority:

The Receiving Agency further certifies that it has the authority to request the above services by authority granted in the Texas Transportation Code, Chapter 370.

The Performing Agency further certifies that it has the authority to perform the services by authority granted in the Texas Education Code, Chapter 67.

This contract incorporates the provisions of **Attachment A, Scope of Services, Attachment B, Budget, and Attachment C, General Terms and Conditions.**

THE UNDERSIGNED PARTIES bind themselves to the faithful performance of this contract.

THE RECIEVEING AGENCY  
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

THE PERFORMING AGENCY  
THE UNIVERSITY OF TEXAS AT AUSTIN  
CENTER FOR TRANSPORTATION RESEARCH

\_\_\_\_\_  
JAMES M. BASS  
EXECUTIVE DIRECTOR

\_\_\_\_\_  
JESSICA FERNANDEZ  
ASSOCIATE DIRECTOR  
OFFICE OF SPONSORED PROJECTS

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**ATTACHMENT A**  
**Interlocal Cooperation Contract Scope of Services**

**Technical Services to the Central Texas Regional Mobility Authority**

**Peer-review of transportation models developed by/for the Receiving Agency (Estimated Total Cost Not To Exceed: \$20,000)**

**Work Plan**

The Performing Agency, at the Receiving Agency's direction, shall evaluate the model(s) developed by/for the Receiving Agency for the modeling of managed lanes on MoPac with the goal of assessing:

- a. Adequacy of the selected modeling approach (e.g. microsimulation, dynamic traffic assignment, sketch planning) and corresponding assumptions. This assessment will consider several factors, including the goals of the modeling effort, the top-priority questions posed by the Receiving Agency, and the availability and quality of data for model development and validation.
- b. Validity of selected modeling tools. A number of commercial/open source software tools may be used for a given modeling approach. For some methodologies, the interpretation of results may be different depending on the selected tool. The Performing Agency will verify that the software tools used to build models for the Receiving Agency accurately implement the desired modeling approach.
- c. Correctness of implementation, including:
  - a. Convergence criteria, when applicable.
  - b. Input data.
  - c. Parameter calibration.
  - d. Validation approach, including selected data types and corresponding spatial and temporal coverage.
  - e. Methods/metrics used for results analysis, and validity of corresponding conclusions/recommendations.

The evaluation will be conducted by interviewing the technical staff responsible for model development and implementation, and by requesting data samples as needed. For this task the Performing Agency does not expect to run models or conduct extensive data analyses.

Deliverables will include a technical memorandum detailing the review, including an assessment of the adequacy of the reviewed model, guidance concerning results interpretation, and suggestions to improve/revise/extend conducted modeling efforts.

## Schedule

## Weeks

FEASIBILITY STUDIES	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
<b>1. Project Management</b>																			
<b>2. Data Collection</b>																			
<b>3. Existing Year DTA Model Development</b>																			
<b>4. Future Year No-Build DTA Model Development</b>																			
<b>5. Future Year Build DTA Model Development</b>																			
<b>6. CTR Peer Review</b>																			
a) Initial modeling assumptions discussion meeting																			
b) Check in meetings for each scenario																			
c) Peer Review																			
<b>7. Develop Draft and Final Reports</b>																			
<b>8. QA/QC Procedures</b>																			



**ATTACHMENT B**  
**Interlocal Cooperation Contract**  
**Total Estimated Budget: Not to exceed \$20,000.00**

The total estimate budget for all services provided under this Notice to Proceed will not exceed \$20,000..

<b>Budget Category</b>	<b>Jun-25</b>	<b>Jul-25</b>
<b>Salaries / Wages</b>	\$ 6,800.00	\$ 6,800.00
<b>Fringe Benefits</b>	\$ 1,836.00	\$ 1,836.00
	\$ -	\$ -
<b>Subcontractor</b>	\$ -	\$ -
<b>Other Operating Expenses</b>	\$ -	\$ -
	\$ -	\$ -
<b>Overhead (15%)</b>	\$ 1,295.40	\$ 1,295.40
	\$ -	\$ -
<b>Budget Total</b>	<b>\$ 9,931.40</b>	<b>\$ 9,931.40</b>

direct costs	\$ 17,272.00
indirect costs	\$ 2,590.80
	\$ 19,862.80

**ATTACHMENT C**  
**Interlocal Cooperation Contract**  
**General Terms and Conditions**

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**Article 1. Amendments**

This contract may only be amended by written agreement executed by both parties prior to the expiration of the contract.

**Article 2. Records and Ownership**

- A. The Performing Agency agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs at its office during the contract period and for four years from the date of final payment under the contract. These materials shall be made available for inspection and copying by the Receiving Agency, by the State Auditor's Office, and by their authorized representatives. If the contract is federally funded, these materials shall also be made available for inspection and copying by the U.S. Department of Transportation and by the Office of the Inspector General.
- B. After completion or termination of this contract, all documents prepared by the Performing Agency or furnished to the Performing Agency by the Receiving Agency shall be delivered to and become the property of the Receiving Agency. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, on request, to the Receiving Agency without restriction or limitation of further use.
- C. The Receiving Agency shall own all title to, all interests in, and all rights to all intellectual property (including copyrights, trade and service marks, trade secrets, and patentable devices or methods) arising from or developed by Receiving Agency under this contract. The Performing Agency shall own all title to, all interests in, and all rights to all intellectual property (including copyrights, trade and service marks, trade secrets, and patentable devices or methods) arising from or developed by Performing Agency under this contract.
- D. Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by the Performing Agency or its subcontractors under this contract shall be owned by the Receiving Agency and will be delivered to the Receiving Agency at the time the contract is completed or terminated.

**Article 3. Performing Agency Resources**

All employees of the Performing Agency shall have adequate knowledge and experience to enable them to perform the duties assigned to them. The Performing Agency certifies that it currently has adequate qualified personnel in its employ to perform the work required under this contract or will be able to obtain adequate qualified personnel from sources other than the Receiving Agency. On receipt of written notice from the Receiving Agency detailing supporting factors and evidence, the Performing Agency shall remove from the project any employee of the Performing Agency who is incompetent or whose conduct becomes detrimental to the work. Unless otherwise specified, the Performing Agency shall furnish all equipment, materials, supplies, and other resources required to perform the work.

**Article 4. Notice to Proceed**

The Performing Agency shall not proceed with any work or incur any costs until the Receiving Agency issues a written Notice to Proceed to the Performing Agency authorizing work to begin. Any costs incurred by the Performing Agency before receiving the notice are not eligible for reimbursement.

**Article 5. Additional Work**

- A. If the Performing Agency is of the opinion that any assigned work is beyond the scope of this contract and constitutes additional work, it shall promptly notify the Receiving Agency in writing. The written notice shall present the relevant facts and show how the work constitutes additional work.
- B. If the Receiving Agency in its sole discretion finds that the work does constitute additional work, the Receiving Agency shall so advise the Performing Agency. If both parties agree, the parties will execute a written amendment to this contract to authorize such additional work. The Performing Agency shall not perform any proposed additional work or incur any additional costs before the execution of an amendment.
- C. The Receiving Agency shall not be responsible for actions by the Performing Agency or for any costs incurred by the Performing Agency relating to additional work that is performed before an amendment is executed or that is outside the scope of the contract, as amended.

## **Article 6. Nonconforming Work**

If the Performing Agency submits work that does not comply with the terms of this contract, the Receiving Agency shall instruct the Performing Agency to make any revisions that are necessary to bring the work into compliance with the contract. No additional compensation shall be paid for this work.

## **Article 7. Conflict of Interest**

The Performing Agency shall not assign an employee to a project if the employee:

1. owns an interest in or is an officer or employee of a business entity that has or may have a contract with the state or the Receiving Agency relating to the project;
2. has a direct or indirect financial interest in the outcome of the project,
3. has performed services regarding the subject matter of the project for an entity that has a direct or indirect financial interest in the outcome of the project or that has or may have a contract with the Receiving Agency; or
4. is a current part-time or full-time employee of the Receiving Agency.

## **Article 8. Disputes**

The Performing Agency shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services. The Receiving Agency shall be responsible for the settlement of any dispute concerning this contract unless the dispute Involves a subcontract.

## **Article 9. No Assignment**

Neither party shall assign, sublet, or transfer any interest in this agreement.

## **Article 10. Remedies**

This agreement shall not be considered as specifying the exclusive remedy for any default, but either party may avail itself of any remedy existing at law or in equity, and all remedies shall be cumulative.

## **Article 11. Subcontracts**

A subcontract may not be executed by the Performing Agency without prior written authorization by the Receiving Agency. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this contract. No subcontract will relieve the Performing Agency of its responsibility under this contract.

## **Article 12. Gratuities**

Any person who is doing business with or who reasonably speaking may do business with the Receiving Agency under this contract may not make any offer of benefits, gifts, or favors to employees of the Receiving Agency. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of both the Executive Director of the Texas Department of Transportation and of the Receiving Agency.

## **Article 13. Termination**

This contract may be terminated by satisfactory completion of all services and obligations contained in this contract, by mutual written agreement, or by either party unilaterally after 30 days' written notice to the other party. The Receiving Agency shall compensate the Performing Agency only for those eligible expenses that are incurred during this contract and that are directly attributable to the completed portion of the work covered by this contract and only if the work has been completed in a manner satisfactory and acceptable to the Receiving Agency. The Performing Agency shall neither incur nor be reimbursed for any new obligations after the effective date of termination.

## **Article 14. Basis for Calculating Reimbursement Costs**

The Receiving Agency will reimburse the Performing Agency for actual costs incurred in carrying out the services authorized in a Notice to Proceed issued in accordance with Attachment A, Scope of Services, subject to the cost categories and estimated costs set forth in the Notice to Proceed. The Receiving Agency shall compensate the Performing Agency for only those eligible expenses incurred during this contract that are directly attributable to the completed portion of the work covered by the Notice to Proceed and this contract, provided that the work has been completed in a manner satisfactory and acceptable to the Receiving Agency. The Performing Agency shall not incur or be reimbursed for any new obligations after the effective date of termination. The Performing Agency shall bill the Receiving Agency for actual travel expenses, not to exceed the limits reimbursable under state law. Out-of-state or out-of-country travel by the Performing Agency requires prior approval by the Receiving Agency.

The Performing Agency will invoice Receiving Agency monthly. Receiving Agency will process payments in accordance with the Texas Prompt Payment Act (Prompt Payment Act), Chapter 2251, Texas Government Code. Interest charges will be paid in accordance with the Prompt Payment Act.

#### **Article 15. Funding**

The Receiving Agency shall pay for services from funds available to the Receiving Agency from which like expenditures would normally be paid. If for any reason subcontractors and suppliers, if any, are not paid before the Receiving Agency reimburses the Performing Agency for their services, the Performing Agency shall pay the subcontractors and suppliers all undisputed amounts due for work no more than 10 days after the Performing Agency receives payment for the work unless a different time is specified by law. This requirement also applies to all lower-tier subcontractors and suppliers and must be incorporated in all subcontracts. If the Performing Agency fails to comply with this Article, the Receiving Agency may withhold payments and suspend work until the subcontractors and suppliers are paid. The Performing Agency is authorized to submit requests for reimbursement no more frequently than monthly and no later than 120 days after costs are incurred.

#### **Article 16. Reference to Costs Principles and Circulars**

Reimbursement with state or federal funds will be limited to costs determined to be reasonable and allowable under cost principles established in OMB Circular A-21, "Cost Principles for Educational Institutions," or OMB Circular A-87, "Cost Principles for State and Local Governments." The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

#### **Article 17. Authority of State Auditor**

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract, if any. Acceptance of funds from the state directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

#### **Article 18. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. After receiving a written request from the Receiving Agency, the Performing Agency shall furnish the Receiving Agency with satisfactory proof of its compliance with this Article.

#### **Article 19: Procurement and Property Management Standards**

The parties shall adhere to the procurement standard established in 49 CFR §18.36 and with the property management standard established in 49 CFR §18.32.

#### **Article 20. Noncollusion**

The Performing Agency warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Performing Agency, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. If the Performing Agency breaches or violates this warranty, the Receiving Agency shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

#### **Article 21. Lobbying Certification**

In executing this agreement, each signatory certifies that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Performing Agency shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in

accordance with its instructions.

3. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This statement is a material representation of fact upon which reliance was placed when this agreement was made or entered into. Submission of this statement is a prerequisite for making or entering into this agreement imposed by Title 31 U.S.C. §1352. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

By executing this agreement, the parties affirm this lobbying certification with respect to the Project and affirm this certification of the material representation of facts upon which reliance will be made.

#### **Article 22. Equal Employment Opportunity**

The Performing Agency certifies its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

#### **Article 23. Nondiscrimination**

- A. The Performing Agency shall comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in federally-assisted programs, including 49 CFR, Part 21; 23 CFR Chapter 1, Subchapter C; and 41 CFR, Parts 60 (the Regulations).
- B. The Performing Agency, with regard to the work performed during this agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.
- C. In all solicitations either by competitive bidding or negotiation made by the Performing Agency for work to be performed under a subcontract, including procurements of materials and leases of equipment, but not including routine purchase orders, each potential subcontractor or supplier shall be notified by the Performing Agency of the Performing Agency's obligations under this agreement and the Regulations.
- D. The Performing Agency shall provide all information and reports required by the Regulations and directives issued under the Regulations and shall permit access to its books, records, accounts, other sources of information and facilities as may be determined by the Texas Department of Transportation or the U.S. Department of Transportation to be pertinent to ascertain compliance with the Regulations or directives. If any information required of the Performing Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Performing Agency shall so certify to the Receiving Agency or the U.S. Department of Transportation, whichever is appropriate, and shall set forth what efforts the Performing Agency has made to obtain the requested information.
- E. In the event of the Performing Agency's noncompliance with the nondiscrimination provision of this agreement, the Texas Department of Transportation shall impose such sanctions as it or the U.S. Department of Transportation may determine to be appropriate.
- F. The Performing Agency shall include the provisions of paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, except routine purchase orders, unless exempt by the Regulations or directives. The Performing Agency shall take such lawful action with respect to any subcontract or procurement as the Receiving Agency may direct as a means of enforcing these provisions, including sanctions for noncompliance. In the event the Performing Agency becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of directions given by the Receiving Agency, the Performing Agency may request the Receiving Agency to enter into the litigation to protect the interests of the State. In addition, the Performing Agency may request the United States to enter into litigation to protect the interests of the United States, if federal funds are used by Receiving Agency to make payment hereunder.

**Article 24. Notices**

All notices to either party shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to that party at the following address:

<b>Performing Agency:</b>	University of Texas at Austin (Center for Transportation Research) Office of Sponsored Projects North Office Building, Suite 4.300 101 East 27th Street Austin, Texas 78712
<b>Receiving Agency:</b>	Central Texas Regional Mobility Authority c/o James M. Bass, Executive Director 3300 N. IH-35, Suite 300 Austin, Texas 78705

All notices shall be deemed given on the date delivered in person or deposited in the mail. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

June 25, 2025  
**AGENDA ITEM #9**

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Accept the unaudited financial  
statements for May 2025

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

**Project Description/Background:** Presentation and acceptance of the unaudited financial statements for May 2025.

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

**Financing:** N/A

**Action requested/Staff Recommendation:** Accept the unaudited financial statements for May 2025.

**Backup provided:** Draft Resolution  
Draft unaudited financial statements for May 2025

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

**RESOLUTION NO. 25-0XX**

**ACCEPT THE UNAUDITED FINANCIAL STATEMENTS FOR MAY 2025**

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

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

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

WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements necessary for the month of May 2025 and has caused the unaudited financial statements to be prepared and attached to this resolution as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the unaudited financial statements for May 2025, attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25<sup>th</sup> day of June 2025.

Submitted and reviewed by:

Approved:

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James M. Bass  
Executive Director

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Nikelle Meade  
Vice Chair, Board of Directors



**Exhibit A**

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending May 31, 2025**

	Budget Amount FY 2025	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>REVENUE</b>				
<b>Operating Revenue</b>				
Toll Revenue	178,100,000	171,123,589	96.08%	149,182,530
Video Tolls	67,500,000	59,131,977	87.60%	56,997,115
Fee Revenue	13,200,000	14,662,790	111.08%	12,226,231
<b>Total Operating Revenue</b>	<b>258,800,000</b>	<b>244,918,356</b>	<b>94.64%</b>	<b>218,405,876</b>
<b>Other Revenue</b>				
Interest Income	43,025,800	36,272,595	84.30%	43,721,075
Grant Revenue	595,467	595,467	100.00%	419,630
Miscellaneous Revenue	100,000	15,788	15.79%	13,549
Headquarters Rent Revenue	-	210,082	-	-
Gain/Loss on Sale of Asset	-	12,000	-	-
Unrealized Gain/Loss	-	123,484	-	-
<b>Total Other Revenue</b>	<b>43,721,267</b>	<b>37,229,415</b>	<b>85.15%</b>	<b>44,154,254</b>
<b>TOTAL REVENUE</b>	<b>302,521,267</b>	<b>282,147,771</b>	<b>93.27%</b>	<b>262,560,129</b>
<b>EXPENSES</b>				
<b>Salaries and Benefits</b>				
Salary Expense - Regular	4,994,532	4,072,040	81.53%	3,876,960
Salary Reserve	80,000	-	-	-
TCDRS	1,142,301	975,520	85.40%	1,429,104
FICA	257,234	206,773	80.38%	194,145
FICA MED	72,421	58,314	80.52%	55,963
Health Insurance Expense	586,073	463,052	79.01%	429,990
Life Insurance Expense	3,249	2,620	80.65%	2,914
Auto Allowance Expense	10,200	9,095	89.17%	9,095
Other Benefits	204,671	141,389	69.08%	119,350
Unemployment Taxes	5,760	1,827	31.72%	3,393
<b>Total Salaries and Benefits</b>	<b>7,356,441</b>	<b>5,930,631</b>	<b>80.62%</b>	<b>6,120,915</b>
<b>Administrative</b>				
<b>Administrative and Office Expenses</b>				
Accounting	9,500	8,012	84.34%	7,887
Auditing	270,000	195,713	72.49%	136,270
Financial Advisors	200,000	159,300	79.65%	163,800
Human Resources	100,000	745	0.74%	1,495
Legal	60,000	19,246	32.08%	19,057
IT Services	365,000	407,782	111.72%	204,889
Software Licenses	1,573,150	1,779,475	113.12%	1,255,691
Cell Phones	34,900	19,312	55.34%	23,370
Local Telephone Service	2,200	2,365	107.52%	2,142

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending May 31, 2025**

	Budget Amount FY 2025	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Overnight Delivery Services	200	17	8.65%	-
Copy Machine	15,300	13,992	91.45%	13,992
Repair and Maintenance - General	10,000	-	-	10,339
Meeting Facilities	2,500	-	-	-
Meeting Expense	13,750	10,614	77.19%	7,277
Toll Tag Expense	3,000	1,804	60.15%	600
Parking / Local Ride Share	2,500	386	15.42%	198
Mileage Reimbursement	4,600	978	21.26%	940
Insurance Expense	1,301,000	885,901	68.09%	630,583
Rent Expense	992,200	762,276	76.83%	608,474
Building Parking	3,500	2,210	63.13%	1,293
Total Legal Services	458,000	78,700	17.18%	282,513
<b>Total Administrative and Office Expenses</b>	<b>5,421,300</b>	<b>4,348,830</b>	<b>80.22%</b>	<b>3,370,810</b>
<b>Office Supplies</b>				
Books and Publications	5,250	3,278	62.44%	3,478
Office Supplies	5,250	1,758	33.49%	1,225
Miscellaneous Office Equipment	4,500	-	-	2,974
Computer Supplies	201,850	55,982	27.73%	83,731
Copy Supplies	750	-	-	-
Other Reports - Printing	500	-	-	43
Office Supplies - Printed	3,500	2,394	68.39%	2,495
Postage Expense	900	594	66.02%	936
<b>Total Office Supplies</b>	<b>222,500</b>	<b>64,006</b>	<b>28.77%</b>	<b>94,881</b>
<b>Communications and Public Relations</b>				
Print Production	75,000	-	-	-
Website Maintenance	240,000	59,711	24.88%	362,611
Research Services	210,000	40,581	19.32%	-
Communications and Marketing	500,000	319,220	63.84%	53,170
Media Planning and Placement	1,225,000	1,149,216	93.81%	720,449
Direct Mail Production	60,000	-	-	-
TV and Video Production	250,000	59,695	23.88%	12,146
Photography	25,000	850	3.40%	885
Radio Production	50,000	-	-	-
Other Public Relations	20,000	13,421	67.11%	5,000
Promotional Items	20,000	11,723	58.62%	11,031
Printing	80,000	2,827	3.53%	949
Other Communication Expenses	15,000	29,022	193.48%	-
<b>Total Communications and Public Relations</b>	<b>2,770,000</b>	<b>1,686,266</b>	<b>60.88%</b>	<b>1,166,241</b>

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending May 31, 2025**

	Budget Amount FY 2025	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>Employee Development</b>				
Subscriptions	1,250	139	11.12%	139
Agency Memberships	88,300	57,648	65.29%	54,616
Continuing Education	14,800	3,824	25.84%	1,190
Professional Development	21,400	7,944	37.12%	7,479
Other Licenses	2,000	537	26.85%	268
Seminars and Conferences	70,300	15,095	21.47%	14,142
Travel	107,000	48,777	45.59%	44,703
<b>Total Employee Development</b>	<b>305,050</b>	<b>133,964</b>	<b>43.92%</b>	<b>122,537</b>
<b>Financing and Banking Fees</b>				
Trustee Fees	75,000	51,500	68.67%	53,000
Bank Fee Expense	6,500	6,970	107.23%	6,027
Continuing Disclosure	10,000	6,200	62.00%	9,903
Arbitrage Rebate Calculation	16,500	15,400	93.33%	16,105
Rating Agency Expense	50,000	46,000	92.00%	45,000
<b>Total Financing and Banking Fees</b>	<b>158,000</b>	<b>126,070</b>	<b>79.79%</b>	<b>130,034</b>
<b>Total Administrative</b>	<b>8,876,850</b>	<b>6,359,136</b>	<b>71.64%</b>	<b>4,884,503</b>
<b>Operations and Maintenance</b>				
<b>Operations and Maintenance Consulting</b>				
GEC-Trust Indenture Support	1,568,659	1,174,600	74.88%	513,023
GEC-Financial Planning Support	300,000	260,995	87.00%	256,589
GEC-Toll Ops Support	1,142,136	1,707,071	149.46%	882,807
GEC-Roadway Ops Support	1,515,000	1,152,756	76.09%	1,353,634
GEC-Technology Support	804,962	602,412	74.84%	663,465
GEC-Public Information Support	200,000	209,090	104.55%	198,702
GEC-General Support	2,226,000	1,887,250	84.78%	984,531
General System Consultant	2,307,274	1,795,887	77.84%	1,002,149
Traffic Modeling	125,000	-	-	-
Traffic and Revenue Consultant	1,200,000	804,381	67.03%	596,157
<b>Total Operations and Maintenance Consulting</b>	<b>11,389,031</b>	<b>9,594,442</b>	<b>84.24%</b>	<b>6,451,057</b>
<b>Roadway Operations and Maintenance</b>				
Roadway Maintenance	4,169,031	4,064,496	97.49%	3,150,829
Landscape Maintenance	3,249,260	2,394,470	73.69%	2,610,601
Signal and Illumination Maintenance	25,000	-	-	-
Maintenance Supplies-Roadway	400,000	69,288	17.32%	48,337
Tools and Equipment Expense	-	1,523	-	34
Gasoline	30,000	13,825	46.08%	16,049
Repair and Maintenance - Vehicles	10,000	10,629	106.29%	5,150

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending May 31, 2025**

	Budget Amount FY 2025	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Natural Gas	7,500	9,127	121.69%	13,175
Electricity - Roadways	300,000	275,617	91.87%	269,772
<b>Total Roadway Operations and Maintenance</b>	<b>8,190,791</b>	<b>6,838,975</b>	<b>83.50%</b>	<b>6,113,947</b>
<b>Toll Processing and Collection Expense</b>				
Image Processing	3,300,000	2,682,021	81.27%	2,646,593
Tag Collection Fees	12,675,000	11,430,286	90.18%	10,265,563
Court Enforcement Costs	160,000	3,420	2.14%	-
PBM Incentive	500,000	-	-	-
<b>Total Processing and Collection Expense</b>	<b>16,635,000</b>	<b>14,115,727</b>	<b>84.86%</b>	<b>12,912,156</b>
<b>Toll Operations Expense</b>				
Generator Fuel	3,000	523	17.44%	1,072
Fire and Burglar Alarm	500	452	90.46%	452
Refuse	2,360	2,068	87.63%	1,902
Telecommunications	100,000	173,277	173.28%	124,973
Water - Irrigation	7,500	8,328	111.04%	7,380
Electricity	750	683	91.02%	614
ETC Spare Parts Expense	150,000	168,157	112.10%	253,103
Repair and Maintenance Toll Equipment	100,000	45,533	45.53%	260,106
Law Enforcement	725,000	447,331	61.70%	422,806
ETC Maintenance Contract	6,450,000	4,480,852	69.47%	4,706,495
Transaction Processing Maintenance Contract	2,000,000	1,785,000	89.25%	1,547,480
ETC Toll Management Center System Operation	1,338,822	737,428	55.08%	683,121
ETC Development	456,000	121,850	26.72%	273,052
ETC Testing	50,000	-	-	-
<b>Total Toll Operations Expense</b>	<b>11,383,932</b>	<b>7,971,482</b>	<b>70.02%</b>	<b>8,282,557</b>
<b>Total Operations and Maintenance</b>	<b>47,598,754</b>	<b>38,520,625</b>	<b>80.93%</b>	<b>33,759,717</b>
<b>Other Expenses</b>				
<b>Special Projects and Contingencies</b>				
HERO	711,621	172,003	24.17%	145,040
Special Projects	50,000	-	-	-
Disbursement Other Government - Travis County Road	-	456,697	-	-
71 Express Interest Expense	6,750,000	1,507,926	22.34%	1,674,130
Customer Relations	10,000	14,707	147.07%	6,672
Technology Initiatives	100,000	-	-	-
Other Contractual Services	390,000	176,000	45.13%	161,000
Contingency	200,000	-	-	-
<b>Total Special Projects and Contingencies</b>	<b>8,211,621</b>	<b>2,327,333</b>	<b>28.34%</b>	<b>1,986,842</b>
<b>TOTAL OPERATING EXPENSE</b>	<b>72,043,666</b>	<b>53,137,724</b>	<b>73.76%</b>	<b>46,751,977</b>

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending May 31, 2025**

	Budget Amount FY 2025	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>Non Cash Expenses</b>				
<b>Amortization Expense</b>				
Amortization Expense - Intangible Software	13,000,000	1,329,368	10.23%	1,080,325
Amortization Expense - Software	-	-	-	8,466
Amortization Expense - RTU Asset - Leases	515,000	471,856	91.62%	300,272
Amortization Expense - Refundings	6,600,000	6,134,118	92.94%	5,815,202
<b>Subtotal Amortization Expense</b>	<b>20,115,000</b>	<b>7,935,342</b>	<b>39.45%</b>	<b>7,204,265</b>
<b>Depreciation Expense</b>				
Depreciation Expense - Autos and Trucks	31,000	19,213	61.98%	27,875
Depreciation Expense - Building and Toll Facility	180,000	162,019	90.01%	162,019
Depreciation Expense - Highways and Bridges	53,500,000	48,970,608	91.53%	47,441,664
Depreciation Expense - Toll Equipment	13,640,000	3,576,098	26.22%	4,179,586
Depreciation Expense - Signs	1,830,000	794,548	43.42%	1,159,017
Depreciation Expense - Land Improvements	545,000	497,130	91.22%	524,712
<b>Subtotal Depreciation Expense</b>	<b>69,726,000</b>	<b>54,019,616</b>	<b>77.47%</b>	<b>53,494,873</b>
<b>Total Amortization and Depreciation Expense</b>	<b>89,841,000</b>	<b>61,954,957</b>	<b>68.96%</b>	<b>60,699,138</b>
Pension & OPEB Adjustments Expense	-	61,950	-	-
<b>Total Non Cash Expenses</b>	<b>89,841,000</b>	<b>62,016,907</b>	<b>69.03%</b>	<b>60,699,138</b>
<b>Total Other and Non-Cash Expenses</b>	<b>98,052,621</b>	<b>64,344,240</b>	<b>65.62%</b>	<b>62,685,980</b>
<b>Non Operating Expenses</b>				
Undeveloped Projects/Non Capital Assets	-	10,658,978	-	1,420,674
Interest Expense - Debt Obligations	109,112,756	80,638,750	73.90%	73,035,876
CAMPO RIF Payment	10,000,000	10,000,000	100.00%	6,000,000
Headquarters Expenses	-	151,883	-	-
Community Initiatives	600,000	211,791	35.30%	35,000
<b>Total Non Operating Expenses</b>	<b>119,712,756</b>	<b>101,661,402</b>	<b>84.92%</b>	<b>80,491,550</b>
<b>TOTAL EXPENSES</b>	<b>281,597,422</b>	<b>216,816,034</b>	<b>77.00%</b>	<b>187,942,665</b>
<b>Net Income</b>	<b>20,923,845</b>	<b>65,331,738</b>		<b>74,617,464</b>

**Central Texas Regional Mobility Authority**  
**Balance Sheet**  
**as of May 31, 2025**

		as of 05/31/2025	as of 05/31/2024
<b>ASSETS</b>			
<b>Current Assets</b>			
<b>Cash</b>			
Regions Operating Account	103,576	75,575	
Cash in TexStar	577,041	729,038	
Regions Payroll Account	166,077	154,151	
<b>Restricted Cash</b>			
Goldman Sachs FSGF 465	389,695,413	288,759,670	
Restricted Cash - TexSTAR	28,955,259	55,671,844	
Treasury SLGS	204,166,181	245,192,484	
<b>Non-System Cash</b>			
MoPac Operating Account	3,734	-	
Travis County Project Admin	929	-	
Headquarters Operating Account	3,357	-	
Headquarters Security Deposits	28,898	-	
Headquarters Property Management	58,469	-	
<b>Total Cash and Cash Equivalents</b>	<b>623,758,934</b>	<b>590,582,764</b>	
<b>Accounts Receivables</b>			
Accounts Receivable - Net	7,676,565	7,685,639	
Due From Other Agencies	776,333	280,106	
Due From TTA	-	615,477	
Due From NTTA	2,678,942	1,826,504	
Due From HCTRA	15,730,302	5,447,588	
Due From TxDOT	645,134	8,518,789	
Due From Other Funds	2,532,344	-	
Interest Receivable	1,430,927	1,429,325	
<b>Total Receivables</b>	<b>31,470,546</b>	<b>25,803,429</b>	
<b>Short Term Investments</b>			
Treasuries	103,707,006	142,724,066	
Agencies	179,596,260	290,888,182	
<b>Total Short Term Investments</b>	<b>283,303,266</b>	<b>433,612,248</b>	
<b>Total Current Assets</b>	<b>938,532,746</b>	<b>1,049,998,441</b>	
<b>Construction in Progress</b>	<b>431,537,245</b>	<b>461,105,273</b>	
<b>Capital Assets (Net of Depreciation and Amortization)</b>			
<b>Depreciable Assets</b>			
Autos and Trucks	71,578	19,006	
Buildings and Toll Facilities	3,891,194	4,067,942	
Highways and Bridges	1,847,384,267	1,683,077,858	

**Central Texas Regional Mobility Authority**  
**Balance Sheet**  
**as of May 31, 2025**

	as of 05/31/2025	as of 05/31/2024
Toll Equipment	28,019,854	24,443,008
Signs	10,695,860	11,596,854
Land Improvements	4,247,300	4,789,623
Land	972,235	-
Right of way	88,149,606	88,149,606
<b>Intangible Assets</b>		
Intangible Software	4,646,305	6,095,266
<b>Right to Use Assets</b>		
Leases	471,856	-
Subscription Based IT Arrangements	-	986,609
<b>Total Fixed Assets</b>	<b>1,988,550,056</b>	<b>1,823,225,772</b>
<b>Other Assets</b>		
Intangible Assets-Net	156,601,257	162,998,531
Prepaid Insurance	329,289	321,903
Deferred Outflows (Pension & OPEB related)	2,401,929	2,738,023
Pension Asset	-	1,046,634
<b>Total Other Assets</b>	<b>159,332,475</b>	<b>167,105,091</b>
<b>Total Assets</b>	<b>3,517,952,521</b>	<b>3,501,434,577</b>
<b>LIABILITIES</b>		
<b>Current Liabilities</b>		
Accounts Payable	10,477,799	21,151,755
Construction Payable	-	7,057,836
Headquarters Security Deposits Payable	28,897	-
Interest Payable	33,730,754	36,499,744
Due to other Funds	2,532,344	-
Deferred Compensation Payable	5,018	3,520
TCDRS Payable	135,614	125,328
Due to other Agencies	14,413	8,294
Due to TTA	-	706,440
Due to HCTRA	1,053,020	178,021
Due to Other Entities	-	121,493
71E TxDOT Obligation - Short Term	505,021	567,063
<b>Total Current Liabilities</b>	<b>48,482,879</b>	<b>66,419,494</b>
<b>Long Term Liabilities</b>		
Compensated Absences	222,277	222,277
Right to Use Obligations - Lease	949,904	1,286,881
Deferred Inflows (Pension & OPEB related)	1,210,692	1,378,935
Pension & OPEB Liability	2,033,164	-
<b>Long Term Payables</b>	<b>4,416,037</b>	<b>2,888,093</b>



**Central Texas Regional Mobility Authority**  
**Balance Sheet**  
**as of May 31, 2025**

	as of 05/31/2025	as of 05/31/2024
<b>Bonds Payable</b>		
<b>Senior Lien Revenue Bonds:</b>		
Senior Lien Revenue Bonds 2010	105,473,813	101,074,206
Senior Lien Revenue Bonds 2011	7,000,145	9,746,125
Senior Lien Revenue Bonds 2015	9,000,000	10,000,000
Senior Lien Refunding Revenue Bonds 2016	42,940,000	47,045,000
Senior Lien Revenue Bonds 2018	43,345,000	44,345,000
Senior Lien Revenue Bonds 2020A	50,265,000	50,265,000
Senior Lien Refunding Bonds 2020B	53,610,000	54,305,000
Senior Lien Refunding Bonds 2020C	128,105,000	133,210,000
Senior Lien Revenue Bonds 2020E	167,160,000	167,160,000
Senior Lien Revenue Bonds 2021B	255,075,000	255,075,000
Senior Lien Refunding Bonds 2021D	273,125,000	273,650,000
Senior Lien Refunding Bonds 2021E	326,360,000	329,545,000
Senior Lien Premium 2016 Revenue Bonds	5,628,612	6,188,955
Senior Lien Revenue Bond Premium 2018	2,380,462	2,638,859
Senior Lien Revenue Bond Premium 2020A	10,671,784	10,954,934
Senior Lien Refunding Bond Premium 2020B	10,211,019	10,746,095
Senior Lien Revenue Bonds Premium 2020E	20,852,711	22,568,098
Senior Lien Revenue Bonds Premium 2021B	51,658,057	52,518,990
Senior Lien Refunding Bonds Premium 2021D	42,647,555	43,699,381
<b>Total Senior Lien Revenue Bonds</b>	<b>1,605,509,160</b>	<b>1,624,735,644</b>
<b>Sub Lien Revenue Bonds:</b>		
Subordinate Lien Refunding Bonds 2016	66,285,000	69,055,000
Subordinate Lien Refunding Bonds 2020D	89,345,000	93,430,000
Subordinate Lien BANS 2020F	-	110,875,000
Subordinate Lien Refunding Bonds 2020G	61,570,000	61,570,000
Subordinate Lien BANS 2021C	244,185,000	244,185,000
Subordinate Refunding 2016 Premium/Discount	3,625,777	4,305,611
Subordinate Lien BANS 2020F Premium	-	2,335,004
Subordinate Lien Refunding Bonds Premium 2020G	5,989,968	6,393,940
Subordinate Lien BANS 2021C Premium	12,051,822	19,663,500
<b>Total Sub Lien Revenue Bonds</b>	<b>483,052,567</b>	<b>611,813,055</b>

**Central Texas Regional Mobility Authority**  
**Balance Sheet**  
**as of May 31, 2025**

	as of 05/31/2025	as of 05/31/2024
<b>Other Obligations</b>		
TIFIA Note 2021 - 183S	322,354,437	322,288,707
TIFIA Note 2021 - 290E	41,088,581	41,080,203
TIFIA Note 2021 - 183A Phase III	106,712,890	-
71E TxDOT Obligation - Long Term	42,432,738	49,167,292
Regions 2022 MoPac Loan	22,490,900	23,765,900
<b>Total Other Obligations</b>	<b>535,079,546</b>	<b>436,302,103</b>
<b>Total Long Term Liabilities</b>	<b>2,628,057,310</b>	<b>2,675,738,895</b>
<b>Total Liabilities</b>	<b>2,676,540,189</b>	<b>2,742,158,389</b>
<b>NET ASSETS</b>		
Contributed Capital	-	121,462,104
Net Assets Beginning	776,080,594	563,196,620
Current Year Operations	65,331,738	74,617,464
<b>Total Net Assets</b>	<b>841,412,332</b>	<b>759,276,188</b>
<b>Total Liabilities and Net Assets</b>	<b>3,517,952,521</b>	<b>3,501,434,577</b>

**Central Texas Regional Mobility Authority**  
**Statement of Cash Flow**  
**as of May 2025**

**Cash flows from operating activities:**

Receipts from toll revenues	246,124,328
Receipts from other sources	956,821
Payments to vendors	(100,593,416)
Payments to employees	(5,935,510)
Net cash flows provided by (used in) operating activities	<u>140,552,222</u>

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

Payment on Intangible assets	(6,134,118)
Interest Expense	(90,742,688)
Payments on bonds / loans	(46,571,616)
RIF Contribution	(10,000,000)
Acquisition of capital assets - non project	(225,756,753)
Acquisitions of construction in progress	81,756,561
Net cash flows provided by (used in) capital and related financing activities	<u>(297,448,613)</u>

**Cash flows from investing activities:**

Interest income	36,623,892
Purchase of investments	(42,178,615)
Net cash flows provided by (used in) investing activities	<u>(5,554,723)</u>

Net increase (decrease) in cash and cash equivalents	(162,451,114)
Cash and cash equivalents at beginning of period	<u>817,680,594</u>
Cash and cash equivalents at end of period	<u>655,229,480</u>

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

Operating income	65,331,738
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation and amortization	61,954,957
Changes in assets and liabilities:	
Decrease in accounts receivable	1,205,972
Increase in prepaid expenses and other assets	(343,228)
Decrease in accrued expenses	(32,175,163)
Decrease in Interest expense	80,850,541
Increase in interest receivable	(36,272,595)
Total adjustments	75,220,484
Net cash flows provided by (used in) operating activities	<u>140,552,222</u>

**Reconciliation of cash and cash equivalents:**

Unrestricted cash and cash equivalents	236,578,807
Restricted cash and cash equivalents	<u>418,650,672</u>
Total	<u>655,229,480</u>

**CTRMA INVESTMENT REPORT**

**Month Ending May 31, 2025**

	Balance 5/1/2025	Accrued Interest	Additions	Cash Transfers	Withdrawals	Balance 5/31/2025	Rate May '25
<b>Amount in Trustee TexStar</b>							
2013 Sub Lien Debt Service Reserve	632,760.02	2,308.45				635,068.47	4.30%
General Fund	10,489,025.62	38,265.77				10,527,291.39	4.30%
Trustee Operating Fund	12,519,773.52	49,436.19		2,000,000.00		14,569,209.71	4.30%
Renewal and Replacement	8.70					8.70	4.30%
TxDOT Grant Fund	518,174.83	1,890.42				520,065.25	4.30%
Senior Lien Debt Service Reserve Fund	440,418.17	1,606.73				442,024.90	4.30%
2015 Senior Series B Project	398,859.67	1,455.11				400,314.78	4.30%
2015C TIFIA Project acct	792,397.68	2,890.81				795,288.49	4.30%
2018 290E III Senior Project	1,062,112.59	3,874.78				1,065,987.37	4.30%
	26,853,530.80	101,728.26	-	2,000,000.00	-	28,955,259.06	
<b>Amount in TexStar Operating Fund</b>							
	2,818,090.34	8,950.72		3,000,000.00	5,250,000.00	577,041.06	4.30%
<b>Goldman Sachs</b>							
Operating Fund	5,881,587.55	20,032.36	411.44	-	5,217.04	5,896,814.31	4.20%
2020A Senior Lien Debt Service Account	1,222,030.19	3,547.32		303,604.17		1,529,181.68	4.20%
2020B Senior Lien Debt Service Fund	1,117,016.80	3,244.01		276,858.33		1,397,119.14	4.20%
2020C Senior Lien Debt Service Fund	3,352,251.72	9,737.52		830,007.73		4,191,996.97	4.20%
2020D Sub Lien Debt Service Fund	2,346,863.72	6,818.26		580,578.57		2,934,260.55	4.20%
2020D Sub Debt Service Reserve Fund	9,226,076.27	32,104.78				9,258,181.05	4.20%
2020E Sr Lien Project	176,886.70	3,708.58	1,350,000.00		1,475,028.41	55,566.87	4.20%
2020E Sr Ln Project Cap I	4,851,828.59	16,883.33				4,868,711.92	4.20%
2020F Sub Lien Debt Service Fund	36,821.74	128.13				36,949.87	4.20%
2020G Sub Lien Debt Service Acct	857,325.12	2,489.30		212,716.67		1,072,531.09	4.20%
2020G Sub Debt Service Reserve Fund	4,526,335.87	15,750.69				4,542,086.56	4.20%
2021A TIFIA Sub Lien Debt Serv Reserve	22,255,320.90	77443.78				22,332,764.68	4.20%
2021A TIFIA Sub Lien Debt Service Acct 183S	2,811,102.99	8,417.34		587,628.17		3,407,148.50	4.20%
2021A TIFIA Sub Lien Debt Service Acct Manor	299,834.82	869.24		74,710.00		375,414.06	4.20%
2021B Senior Lien Cap I Project Fund	20,951,476.05	72,906.68				21,024,382.73	4.20%
2021B Senior Lien Project	143,946.31	663.28	13,400,000.00		13,268,003.09	276,606.50	4.20%
2021B Senior Lien Cap I Debt Service Acct	9,728.25	33.82				9,762.07	4.20%
2021C Sub Lien Cap I Project Fund	1,515.70	5.27				1,520.97	4.20%
2021C Sub Lien Project	2,199,777.00	17,526.67			244.98	2,217,058.69	4.20%
2021C Sub Lien Debt Service Fund	4,100,640.69	11,906.47		1,017,437.50		5,129,984.66	4.20%
2021D Senior Lien Debt Service Fund	3,928,061.54	11,405.89		974,395.83		4,913,863.26	4.20%
2021E Senior Lien Debt Service Fund	4,336,420.34	12,594.18		1,074,599.89		5,423,614.41	4.20%
2010 Senior DSF	3,681,052.79	10,696.86		910,000.00		4,601,749.65	4.20%
2011 Senior Lien Debt Service Acct	972,477.00	2,835.60		236,250.00		1,211,562.60	4.20%
2013 Senior Lien Debt Service Fund	45,596.89	158.69				45,755.58	4.20%
2013 Sub Debt Service Reserve Fund	254,747.19	886.57			35,000.00	220,633.76	4.20%
2013 Subordinate Debt Service Fund	35,886.21	124.89				36,011.10	4.20%
2015A Sr Lien Debt Service	1,889,176.85	6,574.72				1,895,751.57	4.20%
2015B Project	4,527,608.01	15,774.52			29,012.51	4,514,370.02	4.20%
2015C TIFIA Project	2,126,009.93	7,398.95				2,133,408.88	4.20%
2016 Sr Lien Rev Refunding Debt Service	3,733,134.72	11,529.43		629,628.13		4,374,292.28	4.20%
2016 Sub Lien Rev Refunding Debt Service	1,996,218.10	5,799.33		494,146.88		2,496,164.31	4.20%
2016 Sub Lien Rev Refunding DSR	7,949,747.25	27,666.76				7,977,414.01	4.20%
2018 Senior Debt Service Fund 290E III	1,080,578.99	3,138.51		267,687.50		1,351,405.00	4.20%
2018 290E III Senior Project	7,896,960.62	27,493.44			5,569.81	7,918,884.25	4.20%
TxDOT Grant Fund	805,414.01	2,803.01				808,217.02	4.20%
TxDOT Reimb - US 183N 4th GP Lane	16,597,108.37	44,211.62				16,641,319.99	4.20%
Renewal and Replacement	60.21	2.61		484,115.00	484,174.91	2.91	4.20%
Revenue Fund	17,346,165.69	60,854.26	25,277,216.98	(22,857,648.54)		19,826,588.39	4.20%
General Fund	16,264,220.29	47,979.65	107,090,015.00	6,095,505.79	60,744,175.76	68,753,544.97	4.20%
Senior Lien Debt Service Reserve Fund	101,626,714.20	353,681.90				101,980,396.10	4.20%
71E Revenue Fund	6,127,089.81	19,428.78	589,797.18	885,353.94	163,873.77	7,457,795.94	4.20%
MoPac Revenue Fund	-	2,978.74	589,343.51	(485,051.27)		107,270.98	4.20%
MoPac General Fund	21,059,405.39	68,444.19		1,830,877.05	169,603.34	22,789,123.29	4.20%
MoPac Operating Fund	3,256,336.94	10,722.71		400,000.00	602,572.45	3,064,487.20	4.20%
MoPac Loan Repayment Fund	1,455,766.56	4,574.10		176,598.66		1,636,939.32	4.20%
	315,360,324.88	1,063,976.74	148,296,784.11	(5,000,000.00)	76,982,476.07	382,738,609.66	
<b>Amount in Fed Agencies and Treasuries</b>							
<b>Total in Pools - TxStar</b>							
	29,671,621.14	110,678.98	-	5,000,000.00	5,250,000.00	29,532,300.12	
<b>Total in Goldman Sachs FSGF</b>							
	315,360,324.88	1,063,976.74	148,296,784.11	(5,000,000.00)	76,982,476.07	382,738,609.66	
<b>Total in Treasury SLGS</b>							
	317,600,000.00	7,816,180.56	-	-	121,250,000.00	204,166,180.56	
<b>Total in Fed Agencies and Treasuries</b>							
	223,595,006.10	-	59,708,260.00	-	-	283,303,266.10	
<b>Total Invested</b>	886,226,952.12	8,990,836.28	208,005,044.11	-	203,482,476.07	899,740,356.44	

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

**José Hernández, CFO**

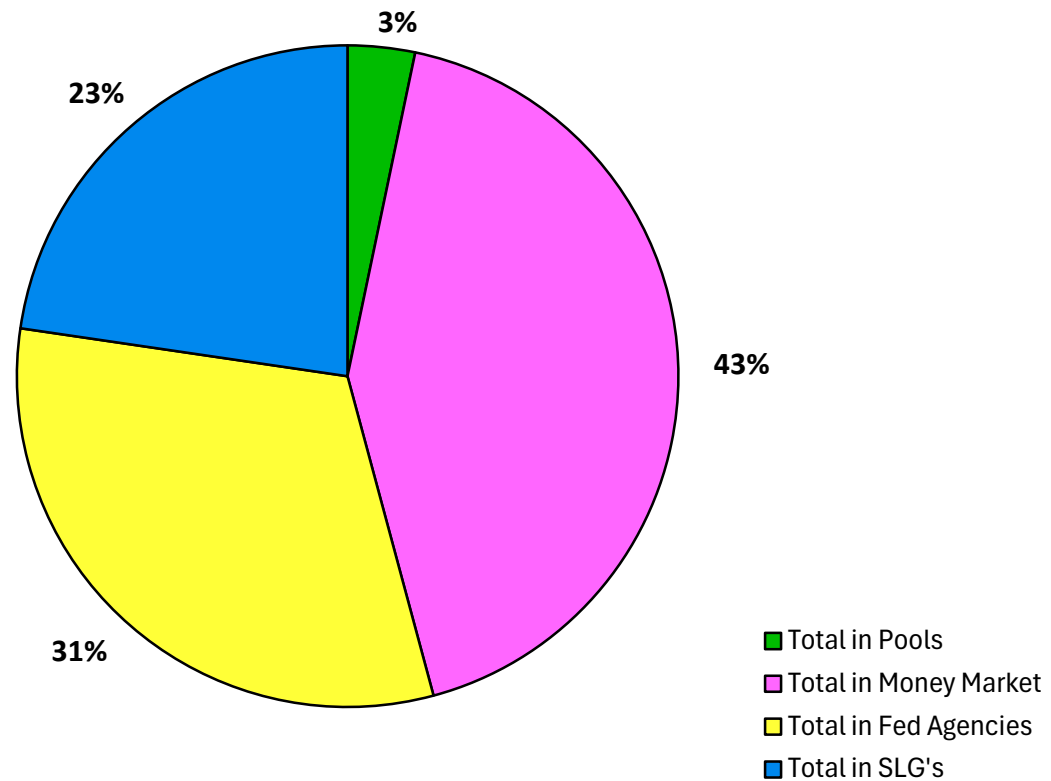
**Ann Zigmund, Controller**

## Investments by Fund

Fund	TexSTAR	TexSTAR-Trustee	Goldman Sachs	Agencies / Treasuries / SLGS	Balance
Renewal and Replacement Fund	8.70		2.91		11.61
Grant Fund	520,065.25		808,217.02	10,000,000.00	11,328,282.27
TxDOT Reimb - US 183N 4th GP Lane			16,641,319.99	9,912,068.10	26,553,388.09
Senior Debt Service Reserve Fund	442,024.90		101,980,396.10	20,000,000.00	122,422,421.00
2010 Senior Lien Debt Service			4,601,749.65		4,601,749.65
2011 Sr Debt Service			1,211,562.60		1,211,562.60
2013 Sr Debt Service			45,755.58		45,755.58
2013 Sub Debt Service			36,011.10		36,011.10
2013 Sub Debt Service Reserve Fund	635,068.47		220,633.76		855,702.23
2015 Sr Debt Service			1,895,751.57		1,895,751.57
2016 Sr Lien Rev Refunding Debt Service			4,374,292.28		4,374,292.28
2016 Sub Lien Rev Refunding Debt Service			2,496,164.31		2,496,164.31
2016 Sub Lien Rev Refunding DSR			7,977,414.01		7,977,414.01
Operating Fund	14,569,209.71	577,041.06	5,896,814.31		21,043,065.08
Revenue Fund			19,826,588.39		19,826,588.39
General Fund	10,527,291.39		68,753,544.97	168,592,092.27	247,872,928.63
71E Revenue Fund			7,457,795.94	34,799,105.73	42,256,901.67
MoPac Revenue Fund			107,270.98		107,270.98
MoPac General Fund			22,789,123.29		22,789,123.29
MoPac Operating Fund			3,064,487.20		3,064,487.20
MoPac Loan Repayment Fund			1,636,939.32		1,636,939.32
2015B Project	400,314.78		4,514,370.02		4,914,684.80
2015 TIFIA Project	795,288.49		2,133,408.88	40,000,000.00	42,928,697.37
2018 Sr Lien Debt Service			1,351,405.00		1,351,405.00
2018 Sr Lien Project	1,065,987.37		7,918,884.25		8,984,871.62
2020A Senior Lien Debt Service			1,529,181.68		1,529,181.68
2020B Senior Lien Debt Service			1,397,119.14		1,397,119.14
2020C Senior Lien Debt Service			4,191,996.97		4,191,996.97
2020D Sub Lien Debt Service			2,934,260.55		2,934,260.55
2020D Sub Debt Service Reserve Fund			9,258,181.05		9,258,181.05
2020E Senior Lien Project			55,566.87	71,438,485.16	71,494,052.03
2020E Senior Lien Project Cap Interest			4,868,711.92		4,868,711.92
2020F Sub Lien Deb Service			36,949.87		36,949.87
2020G Sub Lien Debt Service			1,072,531.09		1,072,531.09
2020G Sub Lien Debt Service Reserve			4,542,086.56		4,542,086.56
2021A Sub Lien Debt Service Reserve			22,332,764.68		22,332,764.68
2021A Sub Debt Service			3,782,562.56		3,782,562.56
2021B Senior Lien Cap I Project Fund			21,024,382.73		21,024,382.73
2021B Senior Lien Project			276,606.50	126,817,224.73	127,093,831.23
2021B Senior Lien Cap I Debt Service Acct			9,762.07		9,762.07
2021C Sub Lien Cap I Project Fund			1,520.97		1,520.97
2021C Sub Lien Project			2,217,058.69	5,910,470.67	8,127,529.36
2021C Sub Lien Debt Service			5,129,984.66		5,129,984.66
2021D Senior Lien Debt Service			4,913,863.26		4,913,863.26
2021E Senior Lien Debt Service			5,423,614.41		5,423,614.41
<b>Totals</b>	<b>28,955,259.06</b>	<b>577,041.06</b>	<b>382,738,609.66</b>	<b>487,469,446.66</b>	<b>899,740,356.44</b>

5/31/2025

### Allocation of Funds





						Interest Income	
Bank	Fund	Cost	Cummulative Amortization	Book Value	Maturity Value	Accrued Interest	Interest Earned
6180000120	GENERAL	11,882,736.42		11,882,736.42	12,000,000.00	113,036.99	288,340.12
6180000120	GENERAL	20,000,000.00		20,000,000.00	20,000,000.00		954,000.00
6180000059	SENLIENDSR	20,000,000.00		20,000,000.00	20,000,000.00		1,431,000.00
6180000120	GENERAL	42,001,095.85		42,001,095.85	42,485,000.00		
6180005349	2015TIFIAP	10,000,000.00		10,000,000.00	10,000,000.00		361,930.56
6180000157	TXDOTGRANT	10,000,000.00		10,000,000.00	10,000,000.00		361,930.56
6146001086	71E REVENU	15,000,000.00		15,000,000.00	15,000,000.00		161,625.00
6180000120	GENERAL	35,000,000.00		35,000,000.00	35,000,000.00		377,125.00
6180005349	2015TIFIAP	30,000,000.00		30,000,000.00	30,000,000.00		680,600.00
6146001086	71E REVENU	19,799,105.73		19,799,105.73	19,775,000.00	195,018.64	
1001042396	TXDOT REIM	9,912,068.10		9,912,068.10	9,900,000.00	97,632.60	
6180000120	GENERAL	20,000,000.00		20,000,000.00	20,000,000.00		
6180000120	GENERAL	19,596,260.00		19,596,260.00	20,000,000.00	55,250.00	
6180000120	GENERAL	20,112,000.00		20,112,000.00	20,000,000.00	360,290.06	
		283,303,266.10	-	283,303,266.10	284,160,000.00	821,228.29	4,616,551.24



### Travis County Road Funds

	<b>Balance 5/1/2025</b>	<b>Accrued Interest</b>	<b>Additions</b>	<b>Withdrawals</b>	<b>Balance 5/31/2025</b>
Travis County Elroy Road	3,206,404.89	11,158.95	611.90		3,218,175.74
Travis County Ross Road	323,497.25	1,135.14		8,859.56	315,772.83
Travis County Old San Antonio Road	92,567.35	334.12		5,025.72	87,875.75
Travis County Old Lockhart Road	245,323.94	859.72		42.69	246,140.97
Travis County County Line Road	2,552,442.90	8,881.96		1,435.53	2,559,889.33
Travis County South Pleasant Valley Road	246,320.44	857.25		11,661.27	235,516.42
Travis County Thaxton Road	181,597.08	643.93		8,803.57	173,437.44
Travis County Pearce Lane Road	138,244.63	481.06		18,730.53	119,995.16
	<b>6,986,398.48</b>	<b>24,352.13</b>	<b>611.90</b>	<b>54,558.87</b>	<b>6,956,803.64</b>

State and Local Government Series as of 5/31/25											
Bank	Fund	Agency	Arbitrage Yield	CUSIP	Yield	Purchased Date	Purchase Value	Beginning	Accrued Interest	Withdrawals	End Value
1001021281	2021CPROJ	State and Local Government Series (SLGS)	1.831%	99SLA1060	4.18%	4/23/2024	35,000,000.00	35,000,000.00	410,470.67	29,500,000.00	5,910,470.67
1001021273	2021BPROJ	State and Local Government Series (SLGS)	1.831%	99SLA1078	4.18%	4/23/2024	210,000,000.00	210,000,000.00	7,217,224.73	90,400,000.00	126,817,224.73
1001021533	2020E PRJ	State and Local Government Series (SLGS)	1.831%	99SLA4270	4.18%	4/1/2025	72,600,000.00	72,600,000.00	188,485.16	1,350,000.00	71,438,485.16
							317,600,000.00	317,600,000.00	7,816,180.56	121,250,000.00	204,166,180.56

# TexSTAR

## MONTHLY NEWSLETTER

### MAY 2025



## PERFORMANCE

### As of May 31, 2025

Current Invested Balance	\$ 12,103,247,938.00
Weighted Average Maturity (1)	41 Days
Weighted Average Life (2)	105 Days
Net Asset Value	0.999937
Total Number of Participants	1103
Management Fee on Invested Balance	0.06%*
Interest Distributed	\$ 46,487,379.64
Management Fee Collected	\$ 640,383.58
% of Portfolio Invested Beyond 1 Year	8.72%
Standard & Poor's Current Rating	AAAm

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

### May Averages

Average Invested Balance	\$ 12,566,937,251.59
Average Monthly Yield, on a simple basis	4.2954%
Average Weighted Maturity (1)	42 Days
Average Weighted Life (2)	105 Days

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

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

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

## NEW PARTICIPANTS

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

- \* City of Annona \* Dowdell Public Utility District \* Franklin County
- \* Riceland Municipal Utility District No. 2 \* Riceland Municipal Utility District No. 3
- \* City of Pelican Bay \* Riceland Management District \* Riceland Municipal Utility District No. 1
- \* Harris County Municipal Utility District No. 64 \* Malta Independent School District \* City of Mount Enterprise

## HOLIDAY REMINDER

In observance of **Juneteenth National Independence Day, TexSTAR will be closed on Thursday, June 19, 2025.** All ACH transactions initiated on Wednesday, June 18th will settle on Friday, June 20th. Please note that on Wednesday, June 18th, TexSTAR will close at its normal time.

In observance of **Independence Day, TexSTAR will be closed on Friday, July 4, 2025.** All ACH transactions initiated on Thursday, July 3rd will settle on Monday, July 7th. Notification of any early transaction deadlines on the business day preceding this holiday will be sent by email to the primary contact on file for all TexSTAR participants.

## ECONOMIC COMMENTARY

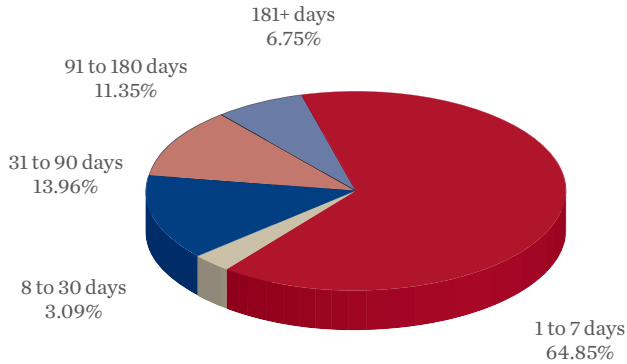
### Market review

In May 2025, the economic landscape was marked by frequent changes in tariff policies, complicating analysis and potentially slowing economic growth. The uncertainty surrounding the outlook intensified due to legal challenges questioning the administration's justification for tariffs. Despite these hurdles, the U.S. demonstrated resilience amid the trade war and sudden policy shifts, maintaining a degree of stability in evolving economic conditions. At the end of April, the U.S. and China were entrenched in a trade war, with tariffs on Chinese goods set at a steep 145% and tariffs on U.S. imports at 125%. As May unfolded, the two economic giants reached a temporary agreement to reduce reciprocal tariffs, aiming to de-escalate the trade war. The U.S. lowered tariffs on Chinese goods from 145% to 30%, while China reduced tariffs on U.S. imports from 125% to 10%. However, tensions with the European Union escalated as President Trump threatened a 50% tariff on EU goods, impacting European markets due to stagnant negotiations. Additionally, President Trump proposed a 25% tariff on iPhones not manufactured in the United States. Trade policy was further complicated on the legal front, with the Court of International Trade ruling that some of President Trump's tariff actions, such as fentanyl tariffs and Liberation Day reciprocal tariffs imposed under the International Emergency Economic Powers Act of 1977, overstepped presidential authority.

(continued page 4)

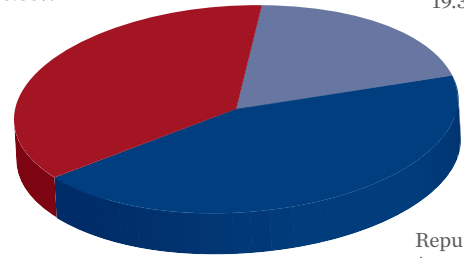
## INFORMATION AT A GLANCE

### PORTFOLIO BY TYPE OF INVESTMENT AS OF MAY 31, 2025



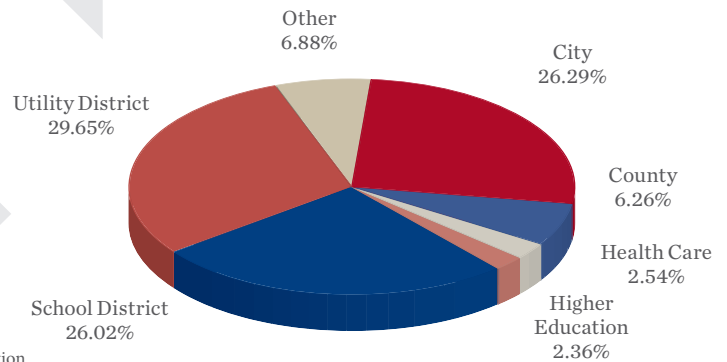
Treasuries  
36.55%

Agencies  
19.38%



Repurchase  
Agreements  
44.07%

### PORTFOLIO BY MATURITY AS OF MAY 31, 2025 (1)



### DISTRIBUTION OF PARTICIPANTS BY TYPE AS OF MAY 31, 2025

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

## HISTORICAL PROGRAM INFORMATION

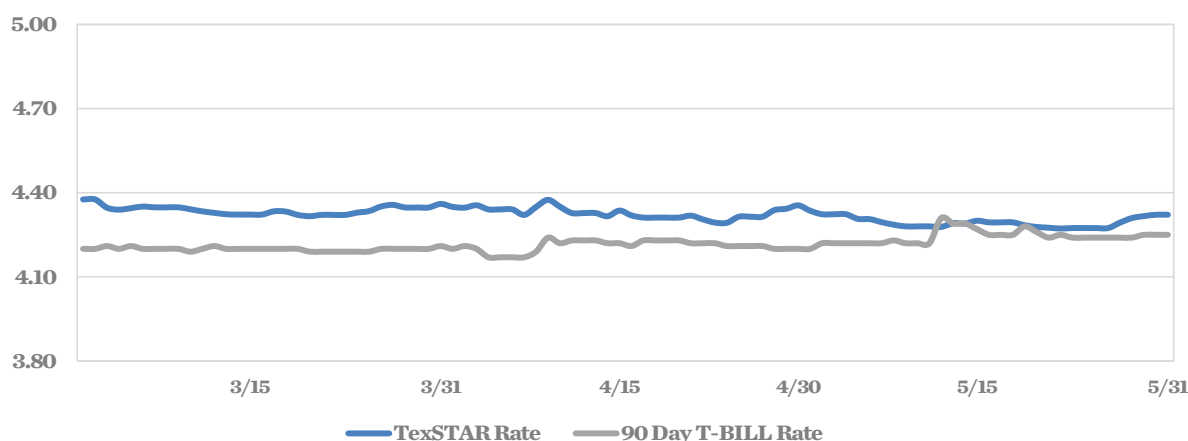
MONTH	AVERAGE RATE	BOOK VALUE	MARKET VALUE	NET ASSET VALUE	WAM (1)	WAL (2)	NUMBER OF PARTICIPANTS
May 25	4.2954%	\$12,103,247,938.00	\$12,102,961,218.01	0.999937	42	105	1103
Apr 25	4.3288%	12,882,237,563.53	12,882,447,062.78	1.000016	41	108	1092
Mar 25	4.3394%	12,954,908,093.63	12,955,435,994.98	1.000040	37	88	1089
Feb 25	4.3625%	13,098,975,899.81	13,101,204,943.33	1.000090	37	88	1083
Jan 25	4.3896%	12,490,576,395.79	12,493,366,838.19	1.000123	38	94	1079
Dec 24	4.5642%	11,011,396,681.51	11,014,513,690.84	1.000229	36	93	1075
Nov 24	4.7112%	10,166,178,873.71	10,168,700,798.41	1.000189	29	89	1071
Oct 24	4.8722%	10,685,059,311.14	10,687,382,798.75	1.000217	26	70	1063
Sep 24	5.1324%	10,713,994,849.49	10,717,808,636.16	1.000355	26	66	1056
Aug 24	5.2939%	10,960,587,143.65	10,963,170,866.05	1.000150	31	61	1048
Jul 24	5.3131%	11,614,008,231.39	11,614,697,399.72	1.000059	33	64	1043
Jun 24	5.3126%	10,696,510,063.51	10,695,858,054.79	0.999939	36	66	1040

## PORTFOLIO ASSET SUMMARY AS OF MAY 31, 2025

	BOOK VALUE	MARKET VALUE
Uninvested Balance	\$ 287,893.10	\$ 287,893.10
Accrual of Interest Income	21,016,358.73	21,016,358.73
Interest and Management Fees Payable	(46,522,592.70)	(46,522,592.70)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	5,344,809,000.00	5,344,809,000.00
Government Securities	6,783,657,278.87	6,783,370,558.88
<b>TOTAL</b>	<b>\$ 12,103,247,938.00</b>	<b>\$ 12,102,961,218.01</b>

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

# TEXSTAR VERSUS 90-DAY TREASURY BILL



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

## DAILY SUMMARY FOR MAY 2025

DATE	MNY MKT FUND EQUIV. [SEC Std.]	DAILY ALLOCATION FACTOR	INVESTED BALANCE	MARKET VALUE PER SHARE	WAM DAYS (1)	WAL DAYS (2)
5/1/2025	4.3361%	0.000118798	\$12,887,295,106.89	1.000008	40	105
5/2/2025	4.3236%	0.000118456	\$12,840,238,073.45	0.999983	41	106
5/3/2025	4.3236%	0.000118456	\$12,840,238,073.45	0.999983	40	105
5/4/2025	4.3236%	0.000118456	\$12,840,238,073.45	0.999983	39	104
5/5/2025	4.3070%	0.000118001	\$12,813,776,641.22	0.999982	41	105
5/6/2025	4.3061%	0.000117976	\$12,808,296,265.17	0.999996	41	105
5/7/2025	4.2951%	0.000117675	\$12,796,696,583.56	0.999978	41	105
5/8/2025	4.2863%	0.000117432	\$12,718,686,277.07	0.999970	41	105
5/9/2025	4.2802%	0.000117265	\$12,852,531,732.86	0.999972	41	104
5/10/2025	4.2802%	0.000117265	\$12,852,531,732.86	0.999972	40	103
5/11/2025	4.2802%	0.000117265	\$12,852,531,732.86	0.999972	39	102
5/12/2025	4.2783%	0.000117215	\$12,812,797,799.02	0.999933	40	103
5/13/2025	4.2916%	0.000117578	\$12,733,830,554.68	0.999938	42	105
5/14/2025	4.2902%	0.000117541	\$12,596,093,296.51	0.999934	44	107
5/15/2025	4.3004%	0.000117818	\$12,702,311,249.32	0.999954	43	106
5/16/2025	4.2946%	0.000117660	\$12,668,367,227.27	0.999937	44	106
5/17/2025	4.2946%	0.000117660	\$12,668,367,227.27	0.999937	43	105
5/18/2025	4.2946%	0.000117660	\$12,668,367,227.27	0.999937	42	104
5/19/2025	4.2842%	0.000117376	\$12,537,854,709.81	0.999954	43	106
5/20/2025	4.2782%	0.000117210	\$12,544,797,783.16	0.999950	43	105
5/21/2025	4.2755%	0.000117138	\$12,311,318,956.61	0.999938	43	107
5/22/2025	4.2725%	0.000117055	\$12,262,883,777.84	0.999940	43	106
5/23/2025	4.2742%	0.000117102	\$12,255,362,852.44	0.999918	44	107
5/24/2025	4.2742%	0.000117102	\$12,255,362,852.44	0.999918	43	106
5/25/2025	4.2742%	0.000117102	\$12,255,362,852.44	0.999918	42	105
5/26/2025	4.2742%	0.000117102	\$12,255,362,852.44	0.999918	41	104
5/27/2025	4.2937%	0.000117636	\$12,222,900,873.70	0.999939	42	105
5/28/2025	4.3100%	0.000118081	\$12,287,168,618.68	0.999927	41	104
5/29/2025	4.3169%	0.000118272	\$12,226,987,919.70	0.999938	41	104
5/30/2025	4.3218%	0.000118406	\$12,103,247,938.00	0.999937	42	106
5/31/2025	4.3218%	0.000118406	\$12,103,247,938.00	0.999937	41	105
Average	4.2954%	0.000117683	\$12,566,937,251.59		42	105



## *ECONOMIC COMMENTARY (cont.)*

The court vacated these tariffs and issued a permanent injunction against their enforcement, thereby challenging the President's classification of the situation as an emergency and scrutinizing the use of tariffs as a strategic response. That said, the Trump administration is expected to appeal the ruling and has other legal avenues to impose tariffs.

Amid these evolving trade dynamics, Moody's downgraded the U.S. government's credit rating from Aaa to Aa1 with a stable outlook, becoming the last major credit rating agency to do so following S&P Global and Fitch Ratings downgrades in 2011 and 2023, respectively. Moody's highlighted the increasing debt and interest costs, which are notably higher compared to other similarly rated sovereigns. The downgrade reflected expectations of further fiscal challenges, including a widening deficit and an increasing debt burden in the coming years. Additionally, Moody's pointed out a perceived decline in governance standards, particularly in light of repeated debt limit standoffs. A week later, the U.S. House of Representatives passed President Trump's "One Big Beautiful Bill," a sweeping tax and spending package poised to reshape the fiscal landscape. The bill now moves on to the Senate. While promising substantial tax cuts, it is projected to inflate the national debt by \$3.8 trillion over the next decade, sparking concerns about the fiscal deficit.

Navigating this rocky terrain presented by fiscal policy, the Federal Open Market Committee (FOMC) voted at its May meeting to leave the federal funds rate unchanged at 4.25%-4.50% for the third consecutive meeting. Despite signs of policy-induced weakness, the Federal Reserve (Fed) remained committed to a "wait-and-see" approach, refraining from making meaningful policy adjustments until the impact of tariff policies on the economy becomes clearer. The committee viewed economic activity as solid, attributing the negative 1Q25 GDP print, which came in at a -0.2% seasonally annualized rate in the second revision, to distortions from a spike in imports ahead of anticipated tariffs. Notably, the FOMC statement acknowledged rising risks of both higher inflation and higher unemployment.

In the interim, the perceived risks of higher tariff rates have not appeared in backward-looking hard data. The April CPI report was softer than expected, indicating that businesses have not yet passed on tariff-related costs to consumers. Headline and core CPI both rose by 0.2% month-over-month (m/m), leading to a 2.3% and 2.8% year-over-year (y/y) increase, respectively. Headline and Core PCE for April were marginally above the Fed's 2% target, at 2.15% and 2.52% (y/y, respectively). Labor markets in April remained robust, with the unemployment rate steady at 4.2% and nonfarm payrolls increasing by 177,000, aligning with pre-COVID levels.

Regarding soft data, consumer sentiment measures showed some improvement in May following the easing of trade tensions with China. The Conference Board's consumer confidence index improved to 98.0 from 85.7. Meanwhile, University of Michigan consumer sentiment data remained steady at 52.2, matching April results. Short term inflation expectations ticked up to 6.6% in May from April's downwardly revised 6.5%. While inflation expectations remain elevated, the expected impact of trade policy may not be as drastic as initially thought. Treasury yields increased, with longer-term yields rising more significantly than shorter-term ones as uncertainty due to as shifting tariff policy will likely keep the Fed on the sidelines for longer. Specifically, three-month Treasury bills rose by 5 basis points (bps) to 4.34%, six-month T-bills climbed by 14 bps to 4.32%, and one-year Treasuries saw a notable increase of 25 basis points, reaching 4.11%.

### **Outlook**

Recent market movements have been primarily driven by a relaxation in the administration's tariff policies, following the extreme announcements made on April 2nd and the subsequent days. Additionally, the market has been supported by strong first-quarter earnings, resilient hard economic data, and improved survey data. Despite these positive developments, we are exercising caution as several underlying factors could impact future economic conditions. Even with recent concessions, tariffs remain significantly higher than they were at the beginning of the year and nothing has been finalized. This, coupled with sharply declining immigration and government spending cuts, is likely to exert downward pressure on both supply and demand, potentially dampening economic growth. Current hard economic data appears stable, but some of this may be due to lagged effects, suggesting the possibility of slower growth and higher inflation in the coming months. While tariff policy remains unsettled, attention is increasingly shifting to fiscal policy as the budget reconciliation bill progresses through Congress. As the reconciliation bill progresses, it is becoming increasingly clear that it cannot provide fiscal stimulus to a sluggish economy without exacerbating an already concerning deficit trajectory. This reality may delay or hinder its passage.

*(continued page 5)*



## ECONOMIC COMMENTARY (cont.)

The Fed has little incentive to resume rate cuts, given that policies from other areas of Washington are likely to push inflation higher. During his May FOMC press conference, Jay Powell emphasized that if a tension arises between inflation and employment goals, the Fed will assess how far the economy is from these goals and the time required to achieve them. He and other Fed speakers have noted that current policy is well positioned to address these risks. While recession risks have decreased substantially over the past month as tensions between the U.S. and China have de-escalated, growth is still expected to slow this year. Consequently, we anticipate only one or two rate cuts by the end of 2025.

This information is an excerpt from an economic report dated May 2025 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

### TEXSTAR BOARD MEMBERS

Monte Mercer	North Central TX Council of Government	Governing Board President
David Pate	Richardson ISD	Governing Board Vice President
David Medanich	Hilltop Securities	Governing Board Secretary
Andrew Linton	J.P. Morgan Asset Management	Governing Board Asst. Sec./Treas
Brett Starr	City of Irving	Advisory Board
Sandra Newby	Qualified Non-Participant	Advisory Board
Ron Whitehead	Qualified Non-Participant	Advisory Board

The material provided to TexSTAR from J.P. Morgan Asset Management, Inc., the investment manager of the TexSTAR pool, is for informational and educational purposes only, as of the date of writing and may change at any time based on market or other conditions and may not come to pass. While we believe the information presented is reliable, we cannot guarantee its accuracy. Hilltop Securities is a wholly owned subsidiary of Hilltop Holdings, Inc. (NYSE: HTH) located at 717 N. Harwood Street, Suite 3400, Dallas, TX 75201, (214) 859-1800. Member NYSE/FINRA/SIPC. Past performance is no guarantee of future results. Investment Management Services are offered through J.P. Morgan Asset Management Inc. and/or its affiliates. Marketing and Enrollment duties are offered through Hilltop Securities and/or its affiliates. Hilltop Securities and J.P. Morgan Asset Management Inc. are separate entities.





CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

June 25, 2025  
**AGENDA ITEM #10**

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Discuss and adopt the FY 2026 – FY  
2030 Five Year Capital Plan

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

**Project Description/Background:** The purpose of the capital plan is to serve as a tool to inform the Board and staff on decision making for investments in the CTRMA System roadways, facilities, and the MoPac managed lanes. The capital plan is designed to provide a view of future potential projects needs and enhancements, as well as prospective associated funding requirements. The plan and process will allow the Board and staff to prioritize project selection and prepare for them in current and future work plans and funding cycles should the decision be made to pursue them.

**Previous Actions & Brief History of the Program/Project:** An outcome goal of the Board of Directors 2022 Strategic Plan was the development of a five-year capital plan. The plan will provide insight on current and future needs to maintain the system and MoPac at a desired level of service and contemplate system enhancements and expansion, as well as potential participation in other non-tolled projects in the local community. The document is a planning tool for the Board and staff and does not commit the Board to approve nor fund any projects beyond the first year of the plan. Projects in years two to five of the plan are subject to change, deferral, reprioritization, and deletion on an annual basis. This is the second iteration of producing of the five-year capital plan. The capital planning process has been incorporated as an annual practice concurrent with the annual operating budget preparation cycle.



**Financing:** N/ A

**Action requested/Staff Recommendation:** Staff recommends adoption of the capital plan.

**Backup provided:** Draft Resolution  
Draft 2026 – 2030 Capital Plan

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

**RESOLUTION NO. 25-0XX**

**ADOPT THE FY 2026 – FY 2030 FIVE YEAR CAPITAL PLAN**

WHEREAS, in accordance with the Mobility Authority’s Strategic Plan, each year the Mobility Authority develops a Five Year Capital Plan to inform the Board and staff on decision making for investments in the Mobility Authority System roadways, facilities, and the MoPac managed lanes; and

WHEREAS, the Mobility Authority staff have developed a proposed FY 2026 – FY 2030 Capital Plan for consideration by the Board in concurrence with the Mobility Authority’s annual operating budget; and

WHEREAS, the Executive Director recommends the Board adopt the proposed FY 2026 – FY 2030 Capital Plan, a copy of which is attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board hereby approves and adopts the proposed FY 2026 – FY 2030 Capital Plan attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25<sup>th</sup> day of June 2025.

Submitted and reviewed by:

Approved:

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James M. Bass  
Executive Director

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Nikelle Meade  
Vice Chair, Board of Directors

**Exhibit A**

FY 2026 – FY 2030 Capital Plan



CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY



# FIVE-YEAR CAPITAL PLAN

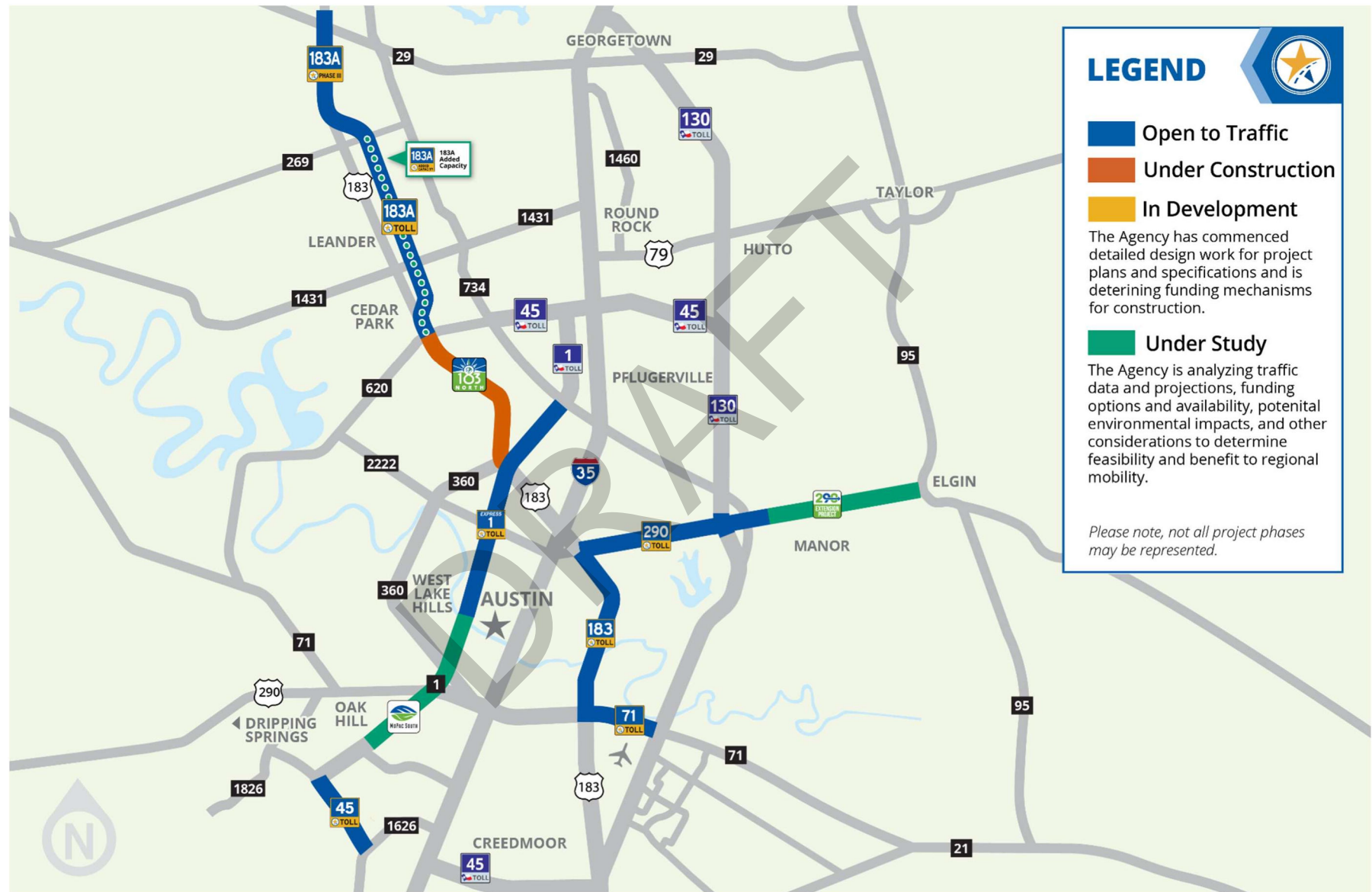
DRAFT JUNE 2025

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## CENTRAL TEXAS ROADWAY SYSTEM MAP



## INTRODUCTION

The Central Texas Regional Mobility Authority (CTRMA or Mobility Authority) was established by Travis and Williamson Counties in 2002 as the state's first regional mobility authority. The agency operates under Chapter 370, Regional Mobility Authorities, of the Texas Transportation Code, representing the Texas Legislature's vision to allow local communities greater flexibility in meeting their transportation needs. Our mission is to develop, deliver, operate, and maintain safe, high-quality roadways and related transportation solutions.

The Central Texas Regional Mobility Authority Five-Year Capital Plan (CTRMA Capital Plan) is developed to plan for the maintenance, renewal, improvement and/or replacement of capital assets. The CTRMA System (System) facilities are the 183A Turnpike Project (Phases I, II and III); the 290E Project (Phases I, II and III); the 183 South Project; the SH 71 Express Project, the 183 North Mobility Project and the SH 45 Southwest Project. The 183A Turnpike Project (Phases I, II and III), the 290E Project (Phases I, II and III), the 183 South Project, the SH 71 Express Project and the SH 45 Southwest Project are all currently in operation. The 183 North Mobility Project is under construction. The CTRMA operates and maintains the MoPac Express Lanes (MoPac) currently in operation. However, MoPac is not part of the System.

The CTRMA Capital Plan includes current year estimated expenditures approved through the annual budget process and estimates for the four subsequent years to be used as a tool for planning purposes only. The subsequent years are re-evaluated, updated and/or extended as part of the annual budget process, subject to the prevailing priorities of the Board and fiscal constraints. As a multi-year planning tool, the CTRMA Capital Plan is comprised of projects continued from previous years, projects being initiated in the current year, and those with the potential to be pursued within the next five years.

The CTRMA Capital Plan is adopted annually by the CTRMA Board of Directors as a planning tool to provide a perspective on prospective capital requirements going forward. Projects identified as Priority Rank 1 in the first year of the capital plan have been formally approved and funded by the Board action through the annual budget process. The projects with lower priority rankings and those in the subsequent four years of the CTRMA Capital Plan and projected expenditures are subject to future deliberation by the Board and do not constitute a commitment by the Mobility Authority to approve or fund such projects, however, the Board may exercise discretion to advance certain Rank 2 or 3 projects should the selected projects align with strategic considerations or address emerging needs.



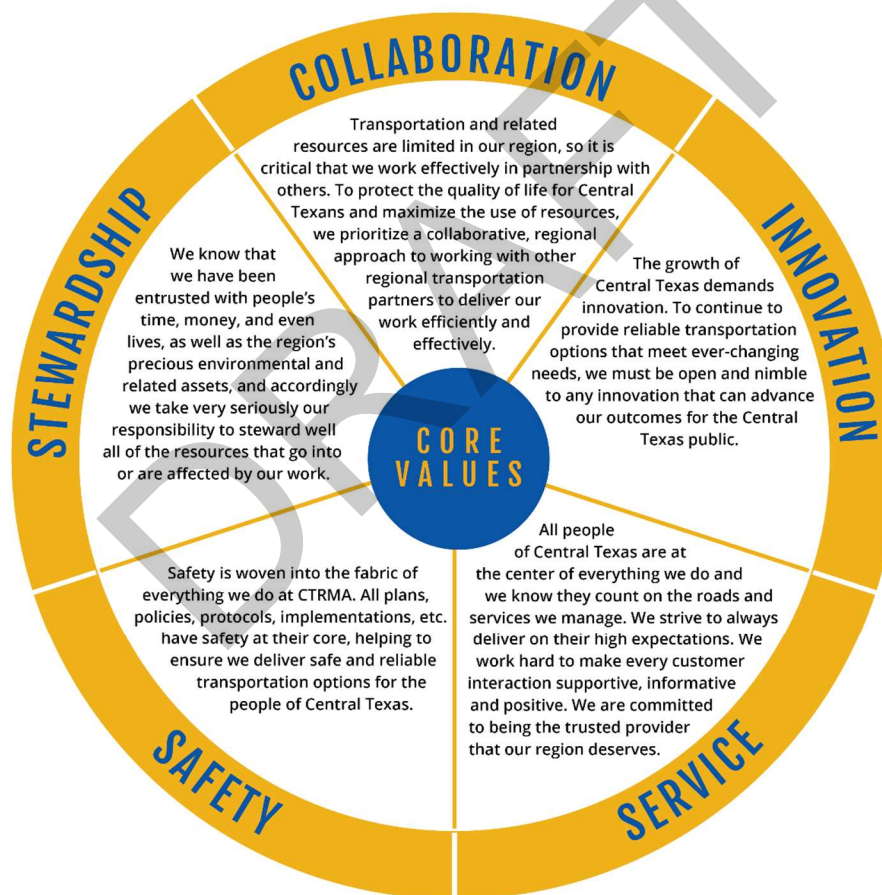
## THE CTRMA STRATEGIC PLAN

The CTRMA Strategic Plan serves as the guiding document in the operation of the CTRMA, providing a roadmap to help assure alignment with our vision, mission and values.

CTRMA's **Vision** is to be the most trusted and effective provider of transportation options that enhance the quality of life in Central Texas.

Our **Mission** is to develop, deliver, operate and maintain high-quality roadways and related transportation solutions.

Our **Values** as an organization include:





## OVERVIEW OF CAPITAL PLANNING PROCESS

As represented on the prior page, the Board's strategic values and goals are the guidance for decision making, for both operational and capital needs, to allocate limited resources to accomplish the Authority's objectives. In conjunction with the annual budgeting process, capital planning starts with an internal prioritization of needs by the departments, ranking requests in three categories:

1. Absolutely essential to maintain the integrity of the enterprise,
2. Enhancements that would facilitate operations, processes, and/or driver satisfaction, and
3. Improvements that would yield future benefits if affordable (not a critical need now).

Capital requests are then presented and discussed during annual budget deliberations between the department directors, administration, and finance department. Funding parameters are established, and recommendations formulated within those constraints and in conjunction with the workplans of the departments. Funding for the projects recommended in the first year of the capital plan is allocated in the proposed budget that is presented to the Board for their consideration. The Priority Rank 1 first year recommended projects or those projects identified by the Board within the five-year capital plan constitute the capital budget for the upcoming fiscal year.

The five-year capital plan is considered for adoption by the Board typically at the same time as the operating budget. The capital planning process commences in the spring of each year, usually March, when project additions, deletions, reprioritization, and deferral decisions and recommendations are again deliberated upon to start the cycle.

## DESCRIPTION OF CATEGORIES

Capital Additions – new projects or equipment not currently a component of the System or MoPac

Renewal and Replacement – projects that will refurbish or replace existing System or MoPac capital components

Capital Improvement Projects – major new construction of roadways

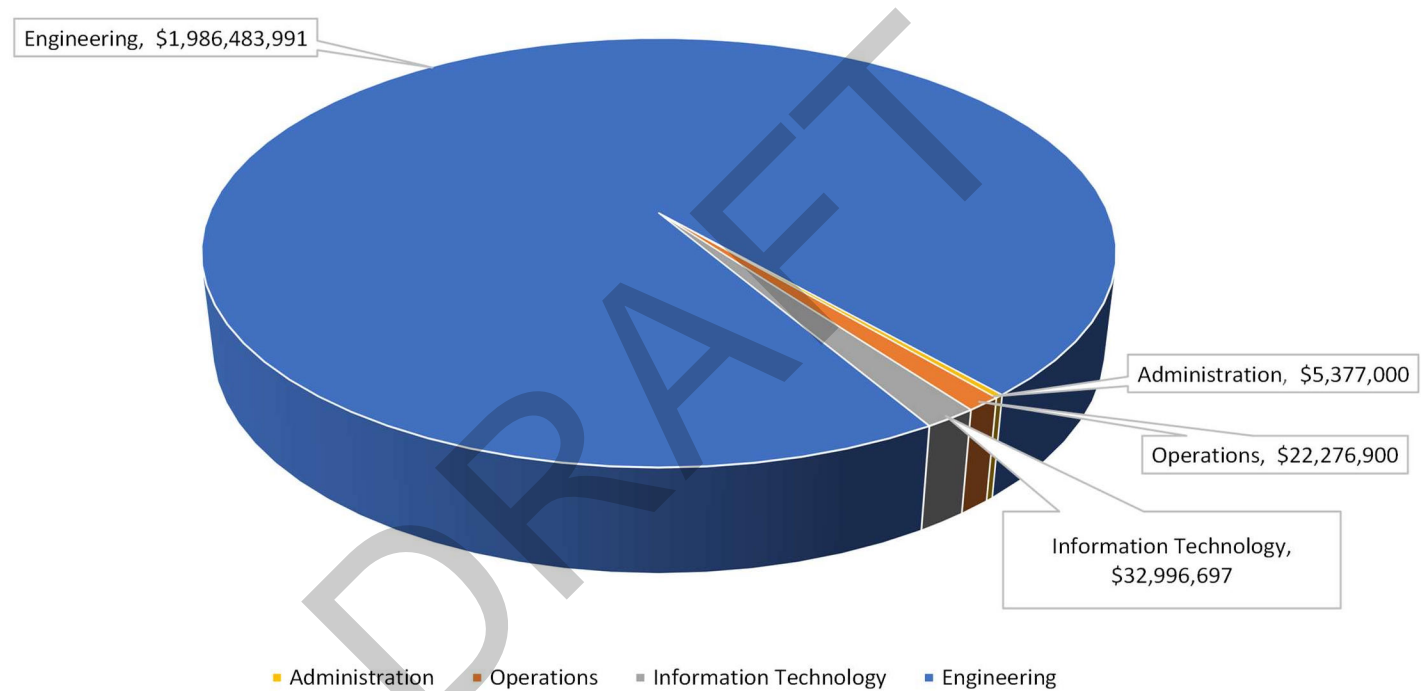
## FUNDING SOURCES

The primary funding source for projects in the annual capital budget are net revenues remaining after the payment of operating and maintenance expenses, debt service payments, and any reserves required for payment of debt service. Net revenues are deposited monthly into the Authority's General Fund and capital projects are then expensed from the General Fund or the Renewal and Replacement Fund, depending on their classification.

For capital improvement projects, which are typically the major roadway construction projects, funding is typically provided through capital markets financing in the form of long-term municipal bonds and short-term notes. Once the project is complete and the short-term note proceeds have been expended, upon maturity of the notes, long-term financing for some roadways is provided through U.S. Department of Transportation (USDOT) loans via the Transportation Infrastructure Finance and Innovation Act (TIFIA) loan program. Projects in this category may also be financed by the Authority's General Fund.

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## FIVE-YEAR CAPITAL FORECAST BY DEPARTMENT



### **Disclaimer**

Projects designated as Priority Rank 1 and scheduled for the first year of the plan have been formally approved and funded through the Board's budget action. These projects have undergone thorough review to ensure alignment with available resources and organizational objectives. Projects included in later years or assigned lower priority rankings remain preliminary and are subject to further evaluation, prioritization, and formal approval during future budget cycles. Priority Rank 2 or 3 projects may be advanced earlier at the discretion of the Board based on strategic considerations or emerging needs.

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**Five-Year Capital Plan  
Priority Rank #1**

Administration Department							
Project Title	Total Project Cost	Carryover	2026	2027	2028	2029	2030
Enterprise Resource Planning System	\$ 650,000	\$ 650,000	\$ -	\$ -	\$ -	\$ -	\$ -
IT Buildout of new CTRMA Building	\$ 310,000	\$ 60,000	\$ 250,000	\$ -	\$ -	\$ -	\$ -
Fiber Connection to new CTRMA Building	\$ 498,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Generator for new CTRMA Building	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Retrofit Property for CTRMA Office	\$ 15,000,000	\$ 1,569,000	\$ -	\$ -	\$ -	\$ -	\$ -
CTRMA Office Furniture, Fixtures, and Equipment (FFE), HVAC, Additional Improvements	\$ 2,250,000	\$ -	\$ 2,250,000	\$ -	\$ -	\$ -	\$ -
<b>Grand Total</b>	<b>\$ 18,808,000</b>	<b>\$ 2,877,000</b>	<b>\$ 2,500,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Operations Department							
Project Title	Total Project Cost	Carryover	2026	2027	2028	2029	2030
Pay By Mail Implementation	\$ 2,000,000	\$ 1,000,000	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -
CTRMA App - Requirements Gathering & Procurement	\$ 190,000	\$ 188,500	\$ -	\$ -	\$ -	\$ -	\$ -
CTRMA App - Development & Implementation	\$ 1,000,000	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -
TIM Center Video Wall Technology Replacement	\$ 1,015,000	\$ 18,900	\$ -	\$ -	\$ -	\$ -	\$ -
TIM Center Furniture, Fixtures, and Equipment (FFE)	\$ 574,000	\$ 574,000	\$ -	\$ -	\$ -	\$ -	\$ -
CTRMA Co-location Buildout	\$ 75,000	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -
TIM Center Renovation/Expansion	\$ 6,760,000	\$ 6,510,000	\$ -	\$ -	\$ -	\$ -	\$ -
Roadway Traveler Communications - Single Line DMS - MoPac MNLN	\$ 1,700,000	\$ 1,530,000	\$ -	\$ -	\$ -	\$ -	\$ -
Field Operations Building (FOB) Improvements	\$ 2,806,000	\$ 300,000	\$ 2,506,000	\$ -	\$ -	\$ -	\$ -
SUP Improvement: Hydration Stations	\$ 52,000	\$ -	\$ 52,000	\$ -	\$ -	\$ -	\$ -
SUP Improvement: Upgraded Signage	\$ 82,500	\$ -	\$ 82,500	\$ -	\$ -	\$ -	\$ -
SUP Improvement: Bike Racks and Repair Stations	\$ 42,000	\$ -	\$ 42,000	\$ -	\$ -	\$ -	\$ -
Speed Awareness Monitors - (3) Mobile Units	\$ 75,000	\$ -	\$ 75,000	\$ -	\$ -	\$ -	\$ -
<b>Grand Total</b>	<b>\$ 16,371,500</b>	<b>\$ 11,151,400</b>	<b>\$ 2,757,500</b>	<b>\$ 1,000,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Information Technology Department							
Project Title	Total Project Cost	Carryover	2026	2027	2028	2029	2030
Toll System Replacement - 183A	\$ 7,105,000	\$ 963,500	\$ 6,105,000	\$ -	\$ -	\$ -	\$ -
Toll System Replacement - 183S	\$ 10,000,000	\$ -	\$ -	\$ -	\$ 10,000,000	\$ -	\$ -
Toll System Replacement - 45SW	\$ 1,450,000	\$ 1,450,000	\$ -	\$ -	\$ -	\$ -	\$ -
TIM Center Video Management Software	\$ 600,200	\$ 595,200	\$ -	\$ -	\$ -	\$ -	\$ -
Fixed Camera Array Upgrades	\$ 1,500,500	\$ 1,436,181	\$ -	\$ -	\$ -	\$ -	\$ -
Toll System Replacement - MoPac MNLN	\$ 4,028,000	\$ 2,327,000	\$ -	\$ -	\$ -	\$ -	\$ -
DPS Enhancements	\$ 2,485,000	\$ 1,004,000	\$ 979,530	\$ -	\$ -	\$ -	\$ -
Cabinet Standardization Effort	\$ 1,514,300	\$ 1,504,300	\$ -	\$ -	\$ -	\$ -	\$ -
CCTV Camera Replacements (Systemwide)	\$ 825,000	\$ 275,000	\$ 550,000	\$ -	\$ -	\$ -	\$ -
Roadside Hardening	\$ 2,610,500	\$ 633,000	\$ 1,977,500	\$ -	\$ -	\$ -	\$ -
Toll Cabinet Security Integration System	\$ 290,486	\$ 290,486	\$ -	\$ -	\$ -	\$ -	\$ -
Toll Cabinet Security Integration System - MoPac MNLN	\$ 171,626	\$ 121,500	\$ -	\$ -	\$ -	\$ -	\$ -
Automated License Plate Reader (ALPR)	\$ 375,000	\$ 375,000	\$ -	\$ -	\$ -	\$ -	\$ -
Toll Cabinet Canopy Pilot Project	\$ 145,000	\$ -	\$ 145,000	\$ -	\$ -	\$ -	\$ -
FOB CTRMA Network	\$ 120,000	\$ -	\$ 120,000	\$ -	\$ -	\$ -	\$ -
<b>Grand Total</b>	<b>\$ 33,220,612</b>	<b>\$ 10,975,167</b>	<b>\$ 9,877,030</b>	<b>\$ -</b>	<b>\$ 10,000,000</b>	<b>\$ -</b>	<b>\$ -</b>
Engineering Department							
Project Title	Total Project Cost	Carryover	2026	2027	2028	2029	2030
Maintenance Yard Site Acquisition (ROW Purchase)	\$ 14,400,000	\$ 4,400,000	\$ 10,000,000	\$ -	\$ -	\$ -	\$ -
MoPac South (Preliminary Engineering/Procurement)	\$ 5,000,000	\$ 314,000	\$ 3,686,000	\$ 1,500,000	\$ -	\$ -	\$ -
Maintenance Yard Build-Out	\$ 2,500,000	\$ -	\$ 400,000	\$ 2,100,000	\$ -	\$ -	\$ -
Large & Small Sign Replacement - 290E	\$ 2,300,000	\$ -	\$ 2,300,000	\$ -	\$ -	\$ -	\$ -
Maintenance Equipment	\$ 35,000	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -
PFC - Flexible Pavement w/Delineator Replacement - MoPac MNLN	\$ 12,511,000	\$ -	\$ -	\$ 250,000	\$ 12,261,000	\$ -	\$ -
Maintenance Yard Expansion & Brine Production Facilities - 290E	\$ 2,500,000	\$ 107,000	\$ 2,100,000	\$ -	\$ -	\$ -	\$ -
Pond Repair - 183A	\$ 1,000,000	\$ 197,000	\$ -	\$ -	\$ -	\$ -	\$ -
Metal Beam Guard Fence Upgrade - 290E	\$ 1,600,000	\$ 564,300	\$ -	\$ -	\$ -	\$ -	\$ -
Parmer Lane Wall Repairs - 290E	\$ 1,400,000	\$ 79,691	\$ -	\$ -	\$ -	\$ -	\$ -
183A Added Capacity (Schematic/Environmental/Design)	\$ 13,100,000	\$ 1,732,000	\$ 1,268,000	\$ 6,800,000	\$ 3,300,000	\$ -	\$ -
MoPac PFC Fog Seal and Surface Repair	\$ 1,610,000	\$ 1,610,000	\$ -	\$ -	\$ -	\$ -	\$ -
Ronald Reagan Managed Lane - Segment A (Schematic/Environmental)	\$ 34,000,000	\$ -	\$ 1,000,000	\$ 9,800,000	\$ 13,600,000	\$ 30,000,000	\$ 44,200,000
Safety Improvements (Annual) - Systemwide	\$ 7,500,000	\$ -	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000
Maintenance Yard Improvement Support + Add'l Site Investigations	\$ 250,000	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -
290E Extension (Schematic/Environmental)	\$ 25,000,000	\$ 4,500,000	\$ 7,500,000	\$ 12,000,000	\$ 1,000,000	\$ -	\$ -
Slab Stabilization	\$ 1,000,000	\$ -	\$ 200,000	\$ 400,000	\$ -	\$ 250,000	\$ 250,000
Wall Repair	\$ 7,770,000	\$ -	\$ 3,220,000	\$ 2,550,000	\$ 2,000,000	\$ -	\$ -
Pond Upgrades - 183A	\$ 11,850,000	\$ -	\$ 5,000,000	\$ 3,500,000	\$ 350,000	\$ 3,000,000	\$ -
Replacement of handrail on SH71	\$ 510,000	\$ -	\$ 510,000	\$ -	\$ -	\$ -	\$ -
Small & Large Sign Replacement - MoPac	\$ 2,100,000	\$ -	\$ -	\$ -	\$ 225,000	\$ 1,875,000	\$ -
Maintenance Vehicle (2), with attachments	\$ 250,000	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ -
<b>Grand Total</b>	<b>\$ 148,186,000</b>	<b>\$ 13,788,991</b>	<b>\$ 38,934,000</b>	<b>\$ 40,400,000</b>	<b>\$ 34,236,000</b>	<b>\$ 36,625,000</b>	<b>\$ 45,950,000</b>
Total All Departments - Rank #1							
Project Title	Total Project Cost	Carryover	2026	2027	2028	2029	2030
<b>Total All Departments - Rank #1</b>	<b>\$ 216,586,112</b>	<b>\$ 38,792,558</b>	<b>\$ 54,068,530</b>	<b>\$ 41,400,000</b>	<b>\$ 44,236,000</b>	<b>\$ 36,625,000</b>	<b>\$ 45,950,000</b>

**Five-Year Capital Plan  
Priority Rank #2**

**Administration Department**

Project Title	Total Project Cost	Carryover	2026	2027	2028	2029	2030
<b>Grand Total</b>							

**Operations Department**

Project Title	Total Project Cost	Carryover	2026	2027	2028	2029	2030
Roadway Traveler Communications - 183A Phase I & II Dynamic Message Signs	\$ 1,900,000	\$ -	\$ -	\$ -	\$ 1,900,000	\$ -	\$ -
Safety Technology - Lane Violation Detection - MoPac MNLN	\$ 950,000	\$ -	\$ -	\$ 950,000	\$ -	\$ -	\$ -
Safety Technology - Lane Violation Detection - 183N	\$ 1,500,000	\$ -	\$ -	\$ 1,500,000	\$ -	\$ -	\$ -
Roadway Traveler Communications - Full Matrix DMS - MoPac MNLN	\$ 1,900,000	\$ -	\$ -	\$ 1,900,000	\$ -	\$ -	\$ -
SUP Improvement: EV Charging Stations	\$ 379,000	\$ -	\$ 379,000	\$ -	\$ -	\$ -	\$ -
SUP Improvement: Shared Use Path Counters	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -
SUP Improvement: Covered Rest Areas	\$ 300,000	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ -
<b>Grand Total</b>	<b>\$ 7,029,000</b>	<b>\$ -</b>	<b>\$ 779,000</b>	<b>\$ 4,350,000</b>	<b>\$ 1,900,000</b>	<b>\$ -</b>	<b>\$ -</b>

**Information Technology Department**

Project Title	Total Project Cost	Carryover	2026	2027	2028	2029	2030
<b>Grand Total</b>							

**Engineering Department**

Project Title	Total Project Cost	Carryover	2026	2027	2028	2029	2030
183A Added Capacity (Construction)	\$ 195,000,000	\$ -	\$ -	\$ -	\$ 38,000,000	\$ 75,000,000	\$ 76,000,000
MoPac South (D/B Construction)	\$ 1,000,000,000	\$ -	\$ -	\$ 167,000,000	\$ 167,000,000	\$ 167,000,000	\$ 167,000,000
Overlay- Flexible Pavement - 71E	\$ 5,000,000	\$ -	\$ -	\$ 300,000	\$ 4,700,000	\$ -	\$ -
Mill/Overlay Flexible Pavement - 45SW	\$ 12,500,000	\$ -	\$ -	\$ -	\$ 500,000	\$ 12,000,000	\$ -
Lighting Upgrade - 183A	\$ 1,500,000	\$ -	\$ -	\$ -	\$ 1,500,000	\$ -	\$ -
East End Transition Mill & Overlay - 290E	\$ 1,700,000	\$ -	\$ -	\$ -	\$ 200,000	\$ 1,500,000	\$ -
Ronald Reagan Managed Lane - Segment A (Construction)	\$ 1,123,500,000	\$ -	\$ -	\$ -	\$ 3,300,000	\$ 21,100,000	\$ 41,100,000
290E Extension (Construction - Full Build)	\$ 1,500,000,000	\$ -	\$ -	\$ -	\$ 250,000,000	\$ 250,000,000	\$ 250,000,000
290E Added Capacity (Schematic/Environmental/Design)	\$ 12,400,000	\$ -	\$ -	\$ 2,300,000	\$ 4,200,000	\$ 5,100,000	\$ 800,000
290E Added Capacity (Construction)	\$ 101,100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,900,000
<b>Grand Total</b>	<b>\$ 3,952,700,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 169,600,000</b>	<b>\$ 469,400,000</b>	<b>\$ 531,700,000</b>	<b>\$ 576,800,000</b>

	Total Project Cost	Carryover	2026	2027	2028	2029	2030
<b>Total All Departments - Rank #2</b>	<b>\$ 3,959,729,000</b>	<b>\$ -</b>	<b>\$ 779,000</b>	<b>\$ 173,950,000</b>	<b>\$ 471,300,000</b>	<b>\$ 531,700,000</b>	<b>\$ 576,800,000</b>

**Five-Year Capital Plan  
Priority Rank #3**

**Administration Department**

Project Title	Total Project Cost	Carryover	2026	2027	2028	2029	2030
<b>Grand Total</b>							

**Operations Department**

Project Title	Total Project Cost	Carryover	2026	2027	2028	2029	2030
SUP Improvement: Callboxes	\$ 177,000	\$ -	\$ 177,000	\$ -	\$ -	\$ -	\$ -
SUP Improvement: Illumination Analysis	\$ 162,000	\$ -	\$ 162,000	\$ -	\$ -	\$ -	\$ -
<b>Grand Total</b>	<b>\$ 339,000</b>	<b>\$ -</b>	<b>\$ 339,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**Information Technology Department**

Project Title	Total Project Cost	Carryover	2026	2027	2028	2029	2030
Roadway Traveler Communications - roadside units 183N	\$ 440,000	\$ -	\$ -	\$ 440,000	\$ -	\$ -	\$ -
Roadway Traveler Communications - roadside units 183S	\$ 735,000	\$ -	\$ -	\$ 735,000	\$ -	\$ -	\$ -
Roadway Traveler Communications - roadside units 290E	\$ 630,000	\$ -	\$ -	\$ -	\$ 630,000	\$ -	\$ -
Roadway Traveler Communications - roadside units 71E	\$ 21,000	\$ -	\$ -	\$ 21,000	\$ -	\$ -	\$ -
Roadway Traveler Communications - Roadside Units MoPac MNLN	\$ 236,000	\$ -	\$ -	\$ 236,000	\$ -	\$ -	\$ -
Mobile Operations and Maintenance Safety (MOMS)	\$ 82,500	\$ 82,500	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Grand Total</b>	<b>\$ 2,144,500</b>	<b>\$ 82,500</b>	<b>\$ -</b>	<b>\$ 1,432,000</b>	<b>\$ 630,000</b>	<b>\$ -</b>	<b>\$ -</b>

**Engineering Department**

Project Title	Total Project Cost	Carryover	2026	2027	2028	2029	2030
Bliss Spillar Drainage	\$ 840,000	\$ -	\$ -	\$ 840,000	\$ -	\$ -	\$ -
Escarpment Turnaround	\$ 1,610,000	\$ -	\$ -	\$ -	\$ 1,610,000	\$ -	\$ -
Large & Small Sign Replacement - 71E	\$ 1,600,000	\$ -	\$ -	\$ 200,000	\$ 1,400,000	\$ -	\$ -
Pedestrian or Bicycle Facility	\$ 25,000,000	\$ -	\$ 1,000,000	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000
<b>Grand Total</b>	<b>\$ 29,050,000</b>	<b>\$ -</b>	<b>\$ 1,000,000</b>	<b>\$ 6,040,000</b>	<b>\$ 8,010,000</b>	<b>\$ 5,000,000</b>	<b>\$ 5,000,000</b>

	Total Project Cost	Carryover	2026	2027	2028	2029	2030
<b>Total All Departments - Rank #3</b>	<b>\$ 31,533,500</b>	<b>\$ 82,500</b>	<b>\$ 1,339,000</b>	<b>\$ 7,472,000</b>	<b>\$ 8,640,000</b>	<b>\$ 5,000,000</b>	<b>\$ 5,000,000</b>





**ADMINISTRATION**



## ADMINISTRATION

The primary role of the Administration Department is to manage the agency, its Departments, programs, and projects in alignment with the Strategic Plan. The Agency's legal counsel, mobility innovation efforts, and general support for the Board of Directors is also included in this Department.

With the complexity of the Mobility Authority's roadway toll and technology systems, it is imperative that the toll and roadway systems have the capacity to effectively support both our existing and future facilities. Significant effort will be focused on the modernization of the toll and roadway technology systems and to deploy innovative mobility technologies. This is all part of an ongoing effort to maximize the safety and efficiency of our roadways using technology, to find new ways to communicate with our customers and key stakeholders, and to provide timely and relevant information needed for customers to make effective travel decisions.

### Strategic Goals

- Champion regional coordination by partnering with major regional mobility providers to promote a coordinated, regional mobility system
- Help evaluate and deploy next-generation innovative technologies and mode choice (i.e. connected/automated vehicle systems, etc.) to maximize the safety and efficiency of Mobility Authority roadways
- Implement research to evaluate customer interactions and behavior to enhance the customer experience

### **Disclaimer**

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# **Five-Year Capital Plan** **ADMIN Projects by Rank**

Priority Rank #1									
Project Title	Total Project Cost	Carryover	2026	2027	2028	2029	2030		
Enterprise Resource Planning System	\$ 650,000	\$ 650,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
IT Buildout of new CTRMA Building	\$ 310,000	\$ 60,000	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fiber Connection to new CTRMA Building	\$ 498,000	\$ 498,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Generator for new CTRMA Building	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Retrofit Property for CTRMA Office	\$ 15,000,000	\$ 1,569,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CTRMA Office Furniture, Fixtures, and Equipment (FFE), HVAC, Additional Improvements	\$ 2,250,000	\$ -	\$ 2,250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Grand Total</b>	<b>\$ 18,808,000</b>	<b>\$ 2,877,000</b>	<b>\$ 2,500,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Priority Rank #2									
Project Title	Total Project Cost	Carryover	2026	2027	2028	2029	2030		
<b>Grand Total</b>									

Priority Rank #3									
Project Title	Total Project Cost	Carryover	2026	2027	2028	2029	2030		
<b>Grand Total</b>									

	Total Project Cost	Carryover	2026	2027	2028	2029	2030		
<b>Total All Projects All Ranks</b>	<b>\$ 18,808,000</b>	<b>\$ 2,877,000</b>	<b>\$ 2,500,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>





**OPERATIONS**



## OPERATIONS

The Operations Department upholds the Mobility Authority's core values - collaboration, innovation, service, safety, and stewardship - by overseeing the critical functions of toll operations and traffic & safety operations. These two business units work in tandem to serve both external customers (toll road users) and internal stakeholders.

### I. Toll Operations

This business unit is responsible for the revenue cycle and customer experience related to tolling. Key responsibilities include:

- **Billing & Toll Collection:** Manages the end-to-end process of toll revenue collection, including transaction processing, reconciliation, and proactive strategies to optimize revenue capture throughout the billing cycle.
- **Customer Care:** Focuses on delivering a positive customer experience by providing efficient self-service options, resolving complex inquiries, and implementing customer-centric solutions.
- **Dispute & Escalation Management:** Addresses customer disagreements and complaints regarding toll charges, accounts, and related issues, ensuring fair and timely resolution. This includes managing escalations to executive or legislative levels.
- **Special Programs:** Administers programs that offer specific toll benefits or exemptions to eligible groups, such as veterans.
- **Toll Interoperability:** Collaborates with regional and national partners to facilitate seamless toll transactions across various systems and jurisdictions, enhancing customer convenience.
- **Violation Enforcement:** Implements and oversees enforcement activities to ensure toll payment compliance, minimize revenue loss, and maintain fairness for all toll road users.

### II. Traffic & Safety Operations

This business unit focuses on ensuring the safe and efficient movement of vehicles on Mobility Authority roadways. Key responsibilities include:

- **Express Lane Toll Rate Management:** Actively manages express lane pricing to optimize traffic flow and respond to congestion or incidents.
- **Incident Response Coordination:** Collaborates with partner agencies to coordinate the detection, response, and clearance of traffic incidents and roadway debris, minimizing delays and safety hazards.
- **Law Enforcement Coordination:** Works closely with law enforcement to ensure safety, enforce traffic laws, and manage incidents on toll facilities.

- Regional Partner Collaboration: Coordinates traffic management and incident response with regional entities to ensure seamless operations across jurisdictions.
- Roadside Assistance: Manages the HERO program to provide assistance to motorists, including help with breakdowns, accidents, and debris removal, promoting safety and minimizing disruptions.

### Strategic Goals

#### **Toll Operations**

- Enhance customer service through automation and mobile-friendly platforms
- Optimize revenue collection by evaluating back-office solutions and improving pre-paid account management
- Ensure financial stewardship by mitigating revenue leakage and refining enforcement programs
- Expand interoperability to provide customers with seamless travel across toll systems

#### **Traffic and Safety Operations**

- Improve roadway safety by expanding roadside assistance coverage and coordinating with law enforcement
- Enhance traffic flow and traveler information through data integration and communication technologies
- Strengthen regional partnerships to optimize traffic management and incident response

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## Five-Year Capital Plan OPS Projects by Rank

Priority Rank #1								
Project Title	Total Project Cost	Carryover	2026	2027	2028	2029	2030	
Pay By Mail Implementation	\$ 2,000,000	\$ 1,000,000	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -	
CTRMA App - Requirements Gathering & Procurement	\$ 190,000	\$ 188,500	\$ -	\$ -	\$ -	\$ -	\$ -	
CTRMA App - Development & Implementation	\$ 1,000,000	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	
TIM Center Video Wall Technology Replacement	\$ 1,015,000	\$ 18,900	\$ -	\$ -	\$ -	\$ -	\$ -	
TIM Center Furniture, Fixtures, and Equipment (FFE)	\$ 574,000	\$ 574,000	\$ -	\$ -	\$ -	\$ -	\$ -	
CTRMA Co-location Buildout	\$ 75,000	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	
TIM Center Renovation/Expansion	\$ 6,760,000	\$ 6,510,000	\$ -	\$ -	\$ -	\$ -	\$ -	
Roadway Traveler Communications - Single Line DMS - MoPac MNLN	\$ 1,700,000	\$ 1,530,000	\$ -	\$ -	\$ -	\$ -	\$ -	
Field Operations Building (FOB) Improvements	\$ 2,806,000	\$ 300,000	\$ 2,506,000	\$ -	\$ -	\$ -	\$ -	
SUP Improvement: Hydration Stations	\$ 52,000	\$ -	\$ 52,000	\$ -	\$ -	\$ -	\$ -	
SUP Improvement: Upgraded Signage	\$ 82,500	\$ -	\$ 82,500	\$ -	\$ -	\$ -	\$ -	
SUP Improvement: Bike Racks and Repair Stations	\$ 42,000	\$ -	\$ 42,000	\$ -	\$ -	\$ -	\$ -	
Speed Awareness Monitors - (3) Mobile Units	\$ 75,000	\$ -	\$ 75,000	\$ -	\$ -	\$ -	\$ -	
<b>Grand Total</b>	<b>\$ 16,371,500</b>	<b>\$ 11,151,400</b>	<b>\$ 2,757,500</b>	<b>\$ 1,000,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	

Priority Rank #2								
Project Title	Total Project Cost	Carryover	2026	2027	2028	2029	2030	
Roadway Traveler Communications - 183A Phase I & II Dynamic Message Signs	\$ 1,900,000	\$ -	\$ -	\$ -	\$ 1,900,000	\$ -	\$ -	
Safety Technology - Lane Violation Detection - MoPac MNLN	\$ 950,000	\$ -	\$ -	\$ 950,000	\$ -	\$ -	\$ -	
Safety Technology - Lane Violation Detection - 183N	\$ 1,500,000	\$ -	\$ -	\$ 1,500,000	\$ -	\$ -	\$ -	
Roadway Traveler Communications - Full Matrix DMS - MoPac MNLN	\$ 1,900,000	\$ -	\$ -	\$ 1,900,000	\$ -	\$ -	\$ -	
SUP Improvement: EV Charging Stations	\$ 379,000	\$ -	\$ 379,000	\$ -	\$ -	\$ -	\$ -	
SUP Improvement: Shared Use Path Counters	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	
SUP Improvement: Covered Rest Areas	\$ 300,000	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ -	
<b>Grand Total</b>	<b>\$ 7,029,000</b>	<b>\$ -</b>	<b>\$ 779,000</b>	<b>\$ 4,350,000</b>	<b>\$ 1,900,000</b>	<b>\$ -</b>	<b>\$ -</b>	

Priority Rank #3								
Project Title	Total Project Cost	Carryover	2026	2027	2028	2029	2030	
SUP Improvement: Callboxes	\$ 177,000	\$ -	\$ 177,000	\$ -	\$ -	\$ -	\$ -	
SUP Improvement: Illumination Analysis	\$ 162,000	\$ -	\$ 162,000	\$ -	\$ -	\$ -	\$ -	
<b>Grand Total</b>	<b>\$ 339,000</b>	<b>\$ -</b>	<b>\$ 339,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	

	Total Project Cost	Carryover	2026	2027	2028	2029	2030	
<b>Total All Projects All Ranks</b>	<b>\$ 23,739,500</b>	<b>\$ 11,151,400</b>	<b>\$ 3,875,500</b>	<b>\$ 5,350,000</b>	<b>\$ 1,900,000</b>	<b>\$ -</b>	<b>\$ -</b>	





**INFORMATION TECHNOLOGY**

## INFORMATION TECHNOLOGY

The IT Department is crucial for maintaining the integrity of the agency's toll system, supporting revenue collection, and safeguarding the agency's internal and communication networks. It also provides essential technical expertise and implements approved initiatives for emerging technology efforts.

The department's core services are vital for both internal and external stakeholders:

- **Information Technology (IT).** Ensures the integrity of the Mobility Authority's computers, storage, network, and other physical devices, infrastructure, and processes for all electronic data.
- **Intelligent Transportation Systems (ITS).** Deploys various technologies on Authority roads to detect, manage, and report roadway incidents, enhancing safety and the customer experience through early detection and notification to public safety agencies.
- **Toll Systems.** Oversees daily electronic toll collection operations, monitors system performance, manages transaction reconciliation, and supervises system maintenance for accuracy and dependability. It also manages new toll collection system installations while maintaining current operational metrics.
- **Transaction Processing.** Manages workflows for transaction processing, product management, discount management, billing, and product pricing. This ensures predictable and consistent transaction processing in compliance with business rules and national interoperability requirements. The department also monitors data exchange operations, manages the Transaction Operations Management Solution (TOMS), and oversees reporting and analytics.

The IT Department is committed to building a robust foundation for the Mobility Authority's future. This includes ongoing operation of the Data Platform System (the integration point for all transaction processing and data analytics), managing the replacement of aging toll systems, upgrading communication infrastructure, developing a new traffic management center, and supporting regional and national interoperability efforts.

### Strategic Goals

#### **Roadside Technology**

- This involves a multi-year migration from a legacy system to a new toll collection system on existing roadways
- New systems, fiber optic and communication networks, and ITS will be installed on newly constructed roads with toll collection systems

### **Mobility Technology**

- This initiative focuses on installing key Intelligent Transportation System (ITS) assets to help customers make informed decisions and support future planning
- Research innovative ways to communicate actionable roadway events to the public and traffic operators, aiming for a better and safer customer experience

### **Toll Interoperability**

- Continue efforts to provide a seamless toll experience across the United States using a single transponder

### **Data Platform System (DPS)**

- Development for trip building and fleet account support where the focus will be on enhancing and streamlining the system for transaction processing

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# Five-Year Capital Plan IT Projects by Rank

Priority Rank #1								
Project Title	Total Project Cost	Carryover	2026	2027	2028	2029	2030	
Toll System Replacement - 183A	\$ 7,105,000	\$ 963,500	\$ 6,105,000	\$ -	\$ -	\$ -	\$ -	\$ -
Toll System Replacement - 183S	\$ 10,000,000	\$ -	\$ -	\$ -	\$ 10,000,000	\$ -	\$ -	\$ -
Toll System Replacement - 45SW	\$ 1,450,000	\$ 1,450,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TIM Center Video Management Software	\$ 600,200	\$ 595,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fixed Camera Array Upgrades	\$ 1,500,500	\$ 1,436,181	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Toll System Replacement - MoPac MNLN	\$ 4,028,000	\$ 2,327,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DPS Enhancements	\$ 2,485,000	\$ 1,004,000	\$ 979,530	\$ -	\$ -	\$ -	\$ -	\$ -
Cabinet Standardization Effort	\$ 1,514,300	\$ 1,504,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CCTV Camera Replacements (Systemwide)	\$ 825,000	\$ 275,000	\$ 550,000	\$ -	\$ -	\$ -	\$ -	\$ -
Roadside Hardening	\$ 2,610,500	\$ 633,000	\$ 1,977,500	\$ -	\$ -	\$ -	\$ -	\$ -
Toll Cabinet Security Integration System	\$ 290,486	\$ 290,486	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Toll Cabinet Security Integration System - MoPac MNLN	\$ 171,626	\$ 121,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Automated License Plate Reader (ALPR)	\$ 375,000	\$ 375,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Toll Cabinet Canopy Pilot Project	\$ 145,000	\$ -	\$ 145,000	\$ -	\$ -	\$ -	\$ -	\$ -
FOB CTRMA Network	\$ 120,000	\$ -	\$ 120,000	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Grand Total</b>	<b>\$ 33,220,612</b>	<b>\$ 10,975,167</b>	<b>\$ 9,877,030</b>	<b>\$ -</b>	<b>\$ 10,000,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Priority Rank #2								
Project Title	Total Project Cost	Carryover	2026	2027	2028	2029	2030	
<b>Grand Total</b>								

Priority Rank #3								
Project Title	Total Project Cost	Carryover	2026	2027	2028	2029	2030	
Roadway Traveler Communications - roadside units 183N	\$ 440,000	\$ -	\$ -	\$ 440,000	\$ -	\$ -	\$ -	\$ -
Roadway Traveler Communications - roadside units 183S	\$ 735,000	\$ -	\$ -	\$ 735,000	\$ -	\$ -	\$ -	\$ -
Roadway Traveler Communications - roadside units 290E	\$ 630,000	\$ -	\$ -	\$ -	\$ 630,000	\$ -	\$ -	\$ -
Roadway Traveler Communications - roadside units 71E	\$ 21,000	\$ -	\$ -	\$ 21,000	\$ -	\$ -	\$ -	\$ -
Roadway Traveler Communications - Roadside Units MoPac MNLN	\$ 236,000	\$ -	\$ -	\$ 236,000	\$ -	\$ -	\$ -	\$ -
Mobile Operations and Maintenance Safety (MOMS)	\$ 82,500	\$ 82,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Grand Total</b>	<b>\$ 2,144,500</b>	<b>\$ 82,500</b>	<b>\$ -</b>	<b>\$ 1,432,000</b>	<b>\$ 630,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

	Total Project Cost	Carryover	2026	2027	2028	2029	2030	
<b>Total All Projects All Ranks</b>	<b>\$ 35,365,112</b>	<b>\$ 11,057,667</b>	<b>\$ 9,877,030</b>	<b>\$ 1,432,000</b>	<b>\$ 10,630,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>





**ENGINEERING**

## ENGINEERING

The role of the Engineering Department is to plan, develop, construct, and maintain major capital improvement projects in Williamson and Travis counties (from initial concept through final construction acceptance and into long term operations and maintenance). The Engineering Department works extensively internally and externally to develop projects for the agency and region. These efforts include:

- **Project Inception and Feasibility.** Coordinate with other transportation providers in the region Texas Department of Transportation (TxDOT), Capital Area Metropolitan Planning Organization (CAMPO), City of Austin, City of Cedar Park, Travis County, and Williamson County to assure that all mobility needs are included in the region's Long Range Transportation Plan. Provide feasibility analysis for selected projects to evaluate implementation priority.
- **Project Development and Implementation.** Develop and implement priority projects based upon preliminary designs, appropriate level of environmental study, and input from regional transportation partners. Evaluate and determine the appropriate project delivery method based on complexity, stakeholders, and financial considerations. Manage the construction of all agency projects through project final acceptance.
- **Roadway and Facility Maintenance.** Inspect and manage routine roadway and facility maintenance, including all aspects of the roadway within the limits of the right-of-way, excluding the toll collection and toll systems infrastructure (which is maintained by the Operations Department). Develop, design, and manage repair and replacement projects. Roadway maintenance includes assuming responsibility for vegetative maintenance such as mowing, snow and ice operations, incident response, removal of debris and remedial repairs, as needed. The Mobility Authority takes the lead on managing the Performance Based Maintenance Contract (PBMC) with TxDOT reimbursing the agency for its portion of the maintenance responsibilities for shared facilities. Non-capital improvement initiatives are anticipated, including guardrail, cable barrier, bollard replacement and large sign replacement, to maintain safety.

### Strategic Goals

- Collect data that will help inform budget decisions necessary to project and plan for maintenance and renewal/replacement activities
- Continued management of the PBMC contract and providing routine maintenance on all our corridors for FY26
- Work with regional partners to evaluate potential operational, safety, capacity and access improvements
- Continue the development of a long range/future projects plan, a five-year Capital Improvement Plan (including safety enhancements on operating facilities), and a two- year letting schedule for regional projects
- Coordinate with the Finance Department and executive leadership to provide needs, estimates and schedules to assist in implementing the financial strategy
- In coordination with the Executive Director, continue to coordinate efforts and planning with our regional partners and the local municipalities
- In coordination with the Executive Director, continue to explore multimodal opportunities with regional partners



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**Five-Year Capital Plan  
ENG Projects by Rank**

Project Title	Total Project Cost		Priority Rank #1		2026		2027		2028		2029		2030	
			Carryover											
Maintenance Yard Site Acquisition (ROW Purchase)	\$	14,400,000	\$	4,400,000	\$	10,000,000	\$	-	\$	-	\$	-	\$	-
MoPac South (Preliminary Engineering/Procurement)	\$	5,000,000	\$	314,000	\$	3,686,000	\$	1,500,000	\$	-	\$	-	\$	-
Maintenance Yard Build-Out	\$	2,500,000	\$	-	\$	400,000	\$	2,100,000	\$	-	\$	-	\$	-
Large & Small Sign Replacement - 290E	\$	2,300,000	\$	-	\$	2,300,000	\$	-	\$	-	\$	-	\$	-
Maintenance Equipment	\$	35,000	\$	35,000	\$	-	\$	-	\$	-	\$	-	\$	-
PFC - Flexible Pavement w/Delineator Replacement - MoPac MNLN	\$	12,511,000	\$	-	\$	-	\$	250,000	\$	12,261,000	\$	-	\$	-
Maintenance Yard Expansion & Brine Production Facilities - 290E	\$	2,500,000	\$	107,000	\$	2,100,000	\$	-	\$	-	\$	-	\$	-
Pond Repair - 183A	\$	1,000,000	\$	197,000	\$	-	\$	-	\$	-	\$	-	\$	-
Metal Beam Guard Fence Upgrade - 290E	\$	1,600,000	\$	564,300	\$	-	\$	-	\$	-	\$	-	\$	-
Parmer Lane Wall Repairs - 290E	\$	1,400,000	\$	79,691	\$	-	\$	-	\$	-	\$	-	\$	-
183A Added Capacity (Schematic/Environmental/Design)	\$	13,100,000	\$	1,732,000	\$	1,268,000	\$	6,800,000	\$	3,300,000	\$	-	\$	-
MoPac PFC Fog Seal and Surface Repair	\$	1,610,000	\$	1,610,000	\$	-	\$	-	\$	-	\$	-	\$	-
Ronald Reagan Managed Lane - Segment A (Schematic/Environmental)	\$	34,000,000	\$	-	\$	1,000,000	\$	9,800,000	\$	13,600,000	\$	30,000,000	\$	44,200,000
Safety Improvements (Annual) - Systemwide	\$	7,500,000	\$	-	\$	1,500,000	\$	1,500,000	\$	1,500,000	\$	1,500,000	\$	1,500,000
Maintenance Yard Improvement Support + Add'tl Site Investigations	\$	250,000	\$	250,000	\$	-	\$	-	\$	-	\$	-	\$	-
290E Extension (Schematic/Environmental)	\$	25,000,000	\$	4,500,000	\$	7,500,000	\$	12,000,000	\$	1,000,000	\$	-	\$	-
Slab Stabilization	\$	1,000,000	\$	-	\$	200,000	\$	400,000	\$	-	\$	250,000	\$	250,000
Wall Repair	\$	7,770,000	\$	-	\$	3,220,000	\$	2,550,000	\$	2,000,000	\$	-	\$	-
Pond Upgrades - 183A	\$	11,850,000	\$	-	\$	5,000,000	\$	3,500,000	\$	350,000	\$	3,000,000	\$	-
Replacement of handrail on SH71	\$	510,000	\$	-	\$	510,000	\$	-	\$	-	\$	-	\$	-
Small & Large Sign Replacement - MoPac	\$	2,100,000	\$	-	\$	-	\$	-	\$	225,000	\$	1,875,000	\$	-
Maintenance Vehicle (2), with attachments	\$	250,000	\$	-	\$	250,000	\$	-	\$	-	\$	-	\$	-
<b>Grand Total</b>	<b>\$</b>	<b>148,186,000</b>	<b>\$</b>	<b>13,788,991</b>	<b>\$</b>	<b>38,934,000</b>	<b>\$</b>	<b>40,400,000</b>	<b>\$</b>	<b>34,236,000</b>	<b>\$</b>	<b>36,625,000</b>	<b>\$</b>	<b>45,950,000</b>

Project Title	Total Project Cost		Priority Rank #2		2026		2027		2028		2029		2030	
			Carryover											
183A Added Capacity (Construction)	\$	195,000,000	\$	-	\$	-	\$	-	\$	38,000,000	\$	75,000,000	\$	76,000,000
MoPac South (D/B Construction)	\$	1,000,000,000	\$	-	\$	-	\$	167,000,000	\$	167,000,000	\$	167,000,000	\$	167,000,000
Overlay- Flexible Pavement - 71E	\$	5,000,000	\$	-	\$	-	\$	300,000	\$	4,700,000	\$	-	\$	-
Mill/Overlay Flexible Pavement - 45SW	\$	12,500,000	\$	-	\$	-	\$	-	\$	500,000	\$	12,000,000	\$	-
Lighting Upgrade - 183A	\$	1,500,000	\$	-	\$	-	\$	-	\$	1,500,000	\$	-	\$	-
East End Transition Mill & Overlay - 290E	\$	1,700,000	\$	-	\$	-	\$	-	\$	200,000	\$	1,500,000	\$	-
Ronald Reagan Managed Lane - Segment A (Construction)	\$	1,123,500,000	\$	-	\$	-	\$	-	\$	3,300,000	\$	21,100,000	\$	41,100,000
290E Extension (Construction - Full Build)	\$	1,500,000,000	\$	-	\$	-	\$	-	\$	250,000,000	\$	250,000,000	\$	250,000,000
290E Added Capacity (Schematic/Environmental/Design)	\$	12,400,000	\$	-	\$	-	\$	2,300,000	\$	4,200,000	\$	5,100,000	\$	800,000
290E Added Capacity (Construction)	\$	101,100,000	\$	-	\$	-	\$	-	\$	-	\$	-	\$	41,900,000
<b>Grand Total</b>	<b>\$</b>	<b>3,952,700,000</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>169,600,000</b>	<b>\$</b>	<b>469,400,000</b>	<b>\$</b>	<b>531,700,000</b>	<b>\$</b>	<b>576,800,000</b>

Project Title	Total Project Cost		Priority Rank #3		2026		2027		2028		2029		2030	
			Carryover											
Bliss Spillar Drainage	\$	840,000	\$	-	\$	-	\$	840,000	\$	-	\$	-	\$	-
Escarpment Turnaround	\$	1,610,000	\$	-	\$	-	\$	-	\$	1,610,000	\$	-	\$	-
Large & Small Sign Replacement - 71E	\$	1,600,000	\$	-	\$	-	\$	200,000	\$	1,400,000	\$	-	\$	-
Pedestrian or Bicycle Facility	\$	25,000,000	\$	-	\$	1,000,000	\$	5,000,000	\$	5,000,000	\$	5,000,000	\$	5,000,000
<b>Grand Total</b>	<b>\$</b>	<b>29,050,000</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>1,000,000</b>	<b>\$</b>	<b>6,040,000</b>	<b>\$</b>	<b>8,010,000</b>	<b>\$</b>	<b>5,000,000</b>	<b>\$</b>	<b>5,000,000</b>

	Total Project Cost		Carryover		2026	2027	2028	2029	2030	
Total All Projects All Ranks	\$	4,129,936,000	\$	13,788,991	\$	39,934,000	\$	511,646,000	\$	627,750,000



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**



3300 N IH-35, Suite 300  
Austin, TX 78705



512-996-9778



[www.MobilityAuthority.com](http://www.MobilityAuthority.com)



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

June 25, 2025  
**AGENDA ITEM #11**

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Discuss and adopt the FY 2026  
Operating Budget

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

**Project Description/Background:** Staff submitted a Preliminary FY 2026 Operating Budget to the Board on June 13, 2025. Staff refined several line-item expenses following discussion during the Budget Presentation held on June 13, 2025. Further adjustments have been finalized and submitted to the Board in preparation for this meeting.

**Action Requested/Staff Recommendation** – Staff recommends approval of the FY 2026 Operating Budget.

Backup Provided: Draft Resolution  
FY 2026 Proposed Operating Budget to be provided at the board meeting  
TCDRS Plan Customizer Summary for Plan Year 2026

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

**RESOLUTION NO. 25-0XX**

**APPROVING THE OPERATING BUDGET FOR FISCAL YEAR 2026**

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

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

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

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

WHEREAS, the Executive Director and staff have developed and recommend that the Board approve the budget for fiscal year 2025-2026 (the “FY 2026 Budget”) attached as Exhibit A; and

WHEREAS, the FY 2026 Budget includes a one-year retiree cost-of-living adjustment (“COLA”) at 100% of the CPI-based COLA established by the Texas County & District Retirement System; and

WHEREAS, the Board has considered adopting a COLA for retirees receiving a pension as required by Policy Code § 101.0631(b) and has opted to award the COLA to be effective commencing on January 1, 2026.

NOW THEREFORE, BE IT RESOLVED that the Board hereby approves the FY 2026 Budget attached as Exhibit A; and

BE IT FURTHER RESOLVED that the FY 2026 Budget may be amended from time-to-time by approval of the Board; and

BE IT FURTHER RESOLVED that the Executive Director, or his designee, is hereby authorized to commit funds for non-project related services up to the amounts set forth in the FY 2026 Budget; and

BE IT FURTHER RESOLVED that the Board hereby approves and adopts a one-year retiree COLA to be effective January 1, 2026, at 100% of the CPI-based COLA established by the Texas County & District Retirement System; and

BE IT FURTHER RESOLVED that the Chief Financial Officer is hereby authorized to execute such documents and take all other actions necessary to implement the on-year retiree cost-of living adjustment approved herein; and

BE IT FURTHER RESOLVED that the Executive Director is directed to provide a copy of this resolution with the attached FY 2026 Budget to Commissioners Courts for Williamson and Travis Counties; and

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

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25<sup>th</sup> day of June 2025.

Submitted and reviewed by:

Approved:

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James M. Bass  
Executive Director

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Nikelle Meade  
Vice Chair, Board of Directors

**Exhibit A**

FY 2025 Budget to be provided at the board meeting



June 25, 2025  
AGENDA ITEM #12

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Discuss and consider approving a  
contract with SHI Government  
Solutions, Inc. for Rekor subscription  
services

Strategic Plan Relevance: Collaboration, Innovation, Safety, Service  
Department: Operations Department  
Contact: Fabiola Bowers, Traffic & Incident Manager  
Associated Costs: Not to Exceed \$2,000,000.00  
Funding Source: Operating Budget  
Action Requested: Consider and act on the draft resolution

**Project Description/Background:** The Advanced Transportation Reporting and Incident Management/Prediction System supplements Traffic Incident Management (TIM) Center's capabilities to detect incidents, reduce response times, and enhance communications with first responders and the traveling public. This service is part of an initiative to modernize the Mobility Authority's toll and roadway technology systems, and to thoughtfully expand the use of technology to maximize road capacity.

**Previous Actions & Brief History of the Program/Project:** The Mobility Authority's Board approved an agreement with Waycare Technologies in July 2020. Waycare was acquired by Rekor Systems, Inc., an artificial intelligence technology company based in Columbus, Maryland, circa August 2021. The current agreement will expire on June 30, 2025.

**Financing:** The approved FY 2026 Operating Budget (Account 74177 ETC Toll Management Center System Operation) includes funds for the Initial Term.

**Action requested/Staff Recommendation:** The Authority wishes to procure Rekor subscription services to support its traffic management and incident response activities through an agreement with SHI Government Solutions, Inc. Rekor Systems Inc.'s platform leverages vast amounts of data from both internal road sources such as sensors

and cameras, as well as external vehicle and ecosystem data such as navigation solutions, telematics data, and more. Machine learning technologies are harnessed to synthesize all data sets (historical and real-time data sources including crashes, incidents, weather, events, construction, infrastructure, connected vehicle data, etc.) and then provide actionable insights to improve incident traffic management and traffic safety operations. It offers the following benefits:

- Event Detection including incident detection AI and smart duplication
- Roadway Response includes organization settings, intelligence layers, traffic impact, event management, and history logs
- Decision Support with event priority ranking, corridor analysis, and incident trends
- Community Connect which pushes notifications to social media, navigation applications, and driver connect systems

SHI Government Solutions is an approved Texas Department of Information Resources vendor. Through DIR contract #DIR-CPO-5241, SHI is a Reseller of various brands and products and offers Software Products and related services plus Software as a Service through this contract, including maintenance, technical services, and training. Contracts may be used by the state and local government, public education, other public entities in Texas, as well as public entities outside the state. This contract does not provide resellers. DIR has exercised the automatic renewal option for this Contract. This renewal extends the contract through 6/18/2030.

This agreement provides for a five-year period. The pricing for the agreement is \$335,920.45 in FY26, FY27, FY28, FY29, and FY30 should this activity continue to be funded. Additional enhancements have been accounted for in the FY26 budget and will be implemented when appropriate. The agreement may be cancelled with sufficient notice at any time.

**Backup provided:** Draft Resolution  
Pricing Proposal – SHI Government Solutions, Inc.  
DIR Public Records Agreement – SHI Government Solutions, Inc.  
for Rekorder Agreement  
DIR Vendor Agreement – SHI Government Solutions, Inc. for  
Rekorder Agreement



**GENERAL MEETING OF THE BOARD OF DIRECTORS  
OF THE  
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY  
RESOLUTION NO. 25-0XX**

**APPROVING A CONTRACT WITH SHI GOVERNMENT SOLUTIONS, INC.  
TO PROVIDE AN ADVANCED TRANSPORTATION REPORTING AND INCIDENT  
MANAGEMENT/PREDICTION SYSTEM**

WHEREAS, in order facilitate the safe and efficient flow of traffic the Mobility Authority has undertaken an initiative to strategically use technology to reduce the time required to identify and clear incidents and to enhance communications with first responders and the traveling public; and

WHEREAS, by Resolution No. 20-044 on June 3, 2020, the Board of Directors approved an agreement with Waycare Technologies, Inc. for an Advanced Transportation Reporting and Incident Management/Prediction System services; and

WHEREAS, the Mobility Authority's current agreement with Waycare Technologies, Inc. expires on June 30, 2025; and

WHEREAS, Advanced Transportation Reporting and Incident Management/Prediction System services are offered by SHI Government Solutions, Inc. through Rekor Systems, Inc. subscription services; and

WHEREAS, Rekor Systems, Inc. software can be purchased from SHI Government Solutions, Inc. through Texas Department of Information Resources (DIR) Contract No. DIR-CPO-5241; and

WHEREAS, the Executive Director has obtained pricing for the Rekor Systems, Inc. software license from SHI Government Solutions, Inc. which is attached hereto as Exhibit A; and

WHEREAS, pursuant to Texas Government Code Section 2054.0565 and Mobility Authority Policy Code Section 401.008, the Mobility Authority may use the DIR cooperative contract with SHI Government Solutions, Inc. to procure Rekor Systems, Inc. software without the need to seek competitive bids; and

WHEREAS, the Executive Director recommends approving the acquisition of Rekor Systems, Inc. software subscription in an amount not to exceed \$2,000,000.00 for a five (5) year period of from SHI Government Solutions, Inc. through their DIR cooperative contract.

NOW THEREFORE BE IT RESOLVED in order facilitate the safe and efficient flow of traffic the Mobility Authority, the Executive Director is hereby authorized to enter into an agreement with SHI Government Solutions, Inc. for Rekor Systems, Inc. software subscription in an amount not to exceed \$2,000,000.00 for a five (5) year period of from SHI Government Solutions, Inc. through their cooperative contract with the Texas Department of Information Resources.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25<sup>th</sup> day of June 2025.

Submitted and reviewed by:

Approved:

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James M. Bass  
Executive Director

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Nikelle Meade  
Vice Chair, Board of Directors

**Exhibit A**

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

February 14, 2025

*This document is amending the Central Texas Regional Mobility Authority's (CTRMA) access to features of Rekor Command.*

## QUOTE

The Core package includes the features described in the table below.

Event Detection	Incident Detection AI	Leveraging Rekor One®, our roadway intelligence engine, to aggregate massive amounts of data, we trained our innovative incident detection AI model to understand what is expected on the roadways, identify anomalies in real time, and ultimately determine various types of incidents impacting the roadway in real-time. With feedback from operators, the model continually learns, allowing it to adapt to new scenarios and continually improve accuracy.
	Smart Deduplication	Our smart deduplication feature ensures we limit the noise you would normally see from ingesting multiple data sources by identifying and eliminating duplicative events before they reach the platform.
Roadway Response	Organization Settings	Our organization settings feature allows you to create the custom environment needed to ensure the efficiency and effectiveness of your unique transportation management center. It all starts with defining your workspaces, the geographical boundary for the roads and event data that you need to manage. Workspaces can be divided up as needed to accommodate different discernible boundaries you may require for operational activities. From there, system administrators can set role-based permissions for each user, controlling what an individual user can view or edit across the platform. With the ability to create custom roles with unique permissions, you can ensure each member of the team has the appropriate access and permissions they need to manage their work. And as your needs and work requirements change, you can update and modify these settings directly in the platform. Lastly, with Rekor Support, you designate two team members who will have direct access to engage via web, email, or phone with the first available member of the Rekor customer support team, while also having access to the on-demand Rekor Help Center, containing knowledge base self-help articles. Each element of our organization settings feature is designed with the user in mind to enable a truly best in class user experience.
	Intelligence Layers	Our intelligence layers give you the ability to control the depth of situational awareness you gain at any given moment by allowing you to add and remove different layers of information. Driven by our incident detection AI feature, it all starts with the incident layer that allows you to focus on key types of incidents or see all incidents in a given area. Fed from direct system integrations, third-party vendors or added directly by users, the traffic disruptions layer then allows you to monitor pre-planned special events and see construction and other disruptions or closures that may impact your ability to effectively manage new events. When you integrate your existing assets, both fixed and mobile, our asset layer allows you to see locations, characteristics, and live feeds from each asset to support your incident verification and management efforts. Finally, with our roadway layers, you can choose to see traffic, mile markers, and even switch to satellite view to gain insights into the exact environment surrounding an event. Each of these layers can be turned on to ensure you have the situational awareness you need to manage individual events, but also

		turned off to ensure you can focus on the key insights that matter most as you monitor the roadways.
	Traffic Impact	Our traffic impact feature identifies the impact each event is having on the surrounding roadways, providing important situational awareness without the need for additional hardware. By analyzing real-time telematics data with historical trends, we provide enhanced visibility and actionable insights to ensure TMC operators can identify, locate, prioritize, and manage the most impactful events disrupting the normal flow of traffic.
	Event Management	Our event management feature provides the tools you need to monitor and manage the events happening on your roadway. Within the insight panel, the persistence score provides real-time insights into the likelihood that an incident is still active on the roadway, allowing you to quickly prioritize the events you want to focus on. For each confirmed event, you are able to add additional information and edit event details, including the option to precisely identify the location of the event. To ensure you are able to quickly and thoroughly manage your response, you have the option to input and assign pre-planned response plans to individual events and can easily review past actions taken as part of managing the event. Lastly, when you integrate your CCTV camera, the platform will automatically identify and link the closest cameras to each event to speed up verification efforts. Each of these capabilities enable smarter prioritization and management, ensuring maximum effectiveness of your transportation management team.
	History Log	Our history log feature provides historical event related data that can be viewed, filtered, sorted, and exported as needed. This data can be used for auditing purposes, viewing event-related activity details, and exporting to additional external systems for deeper analysis.
Decision Support	Priority Ranking	Uses multi-factor prioritization method, this capability revolutionizing incident management by empowering users to focus on high-impact events with precision and speed. Priority Ranking fuses real-time mobility data, such as incident types, road types, persistence score, dynamic speed data, and applies AI-driven algorithms to assess incident impact, enabling users to prioritize responses where they matter most, reducing response times, optimizing resource allocation, and ensuring safer, more efficient traffic flow when it's needed most.
Roadway Analytics	Corridor Analysis	Our corridor analysis feature identifies the corridors most impacted by events in a given time frame, providing insights into your most troublesome areas.
	Incident Trends	Our incident trends feature highlights the incident patterns on your roadways including frequency, source, and location type, allowing you to analyze and address the most impactful trends.
Community Connect	Social Media	Our social media feature allows you to push public alert notifications directly from the event you are managing to the social media apps your citizens are using, such as X (formerly known as Twitter).
	Navigation Apps	Our navigation apps feature allows you to push public alert notifications directly from each event you are managing to the navigation apps your traveling public is using, such as Waze.
	511	Our 511 feature allows you to initiate phone notifications to the public about an event or disruption impacting the roadways, directly from each event you are managing.
	Email	Our email feature allows you to email the public about an event or disruption impacting the roadways, directly from each event you are managing.
	Driver Connect	Our feature allows you to broadcast incident updates directly to private and commercial vehicles equipped with alert systems.

## QUOTE

Item	Cost
Total (per year)	\$335,920.45

## HOURLY RATES

If ad-hoc work is to be required through a change order Rekor will invoice CTRMA for work performed at the following rates.

Position	Rate
Project Manager	\$141.97
Senior Solutions Engineer	\$218.72
Senior Product Manager	\$201.89
Senior Product Designer	\$141.97
Senior Front-End Developer	\$236.59
Senior Back End Developer	\$283.94
QA Engineer	\$157.75
Senior Solutions Architect	\$236.59
Back End Developer	\$189.28
Data Scientist	\$220.83
Senior Back End Developer	\$283.94
Project Principal	\$363.40
Administration	\$126.50

## QUOTE TERMS

The term of the agreement is five (5) years, with two (2) optional renewal periods of two (2)

years each. The agreement will start on July 1, 2025.

#### QUOTE ACCEPTANCE

This quote is valid until **June 30, 2025**. If not accepted before this date, the quote may be subject to review, change, or withdrawal. This feature will go live on July 1, 2025, upon Rekor's receipt of a Notice to Proceed. To secure the terms, scope of work, and pricing indicated in this document, please ensure acceptance is confirmed on or before the above expiration date. This quote is subject to the following terms <https://www.rekor.ai/privacy#terms>. Should CTRMA require an extension or have concerns regarding the expiration date, they are encouraged to contact Paul-Matthew Zamsky at [pzamsky@rekor.ai](mailto:pzamsky@rekor.ai) to discuss potential adjustments or revisions.

Eyal Hen  
Chief Financial Officer  
Rekor Recognition Systems, Inc.





Pricing Proposal  
Quotation #: 26294368  
Created On: 6/11/2025  
Valid Until: 6/30/2025

## TX-Central Texas Regional Mobility Authority

### Cory Bluhm

3300 N IH-35 South  
Suite 300  
Austin, TX 78705  
United States  
Phone: 512-996-9778 ext. 4315  
Fax:  
Email: cbluhm@ctrma.org

## Inside Account Executive

### Alex Jasko

300 Davidson Ave  
Somerset, NJ 08873  
Phone: 732-652-3061  
Fax:  
Email: alex\_jasko@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Retail	Your Price	Total
1 Rekor AI Renewal - Outlined in attached document Rekor - Part#: NPN-WAYCA-REKOR-A Contract Name: COTS/Related Services Contract #: DIR-CPO-5241 Coverage Term: 7/1/2025 – 6/30/2026 <b>Note:</b> Year 1	1	\$0.00	\$335,920.45	\$335,920.45
2 Rekor AI Renewal - Outlined in attached document Rekor - Part#: NPN-WAYCA-REKOR-A Contract Name: COTS/Related Services Contract #: DIR-CPO-5241 Coverage Term: 7/1/2026 – 6/30/2027 <b>Note:</b> Year 2	1	\$0.00	\$335,920.45	\$335,920.45
3 Rekor AI Renewal - Outlined in attached document Rekor - Part#: NPN-WAYCA-REKOR-A Contract Name: COTS/Related Services Contract #: DIR-CPO-5241 Coverage Term: 7/1/2027 – 6/30/2028 <b>Note:</b> Year 3	1	\$0.00	\$335,920.45	\$335,920.45
4 Rekor AI Renewal - Outlined in attached document Rekor - Part#: NPN-WAYCA-REKOR-A Contract Name: COTS/Related Services Contract #: DIR-CPO-5241 Coverage Term: 7/1/2028 – 6/30/2029 <b>Note:</b> Year 4	1	\$0.00	\$335,920.45	\$335,920.45
5 Rekor AI Renewal - Outlined in attached document Rekor - Part#: NPN-WAYCA-REKOR-A Contract Name: COTS/Related Services Contract #: DIR-CPO-5241 Coverage Term: 7/1/2029 – 6/30/2030 <b>Note:</b> Year 5	1	\$0.00	\$335,920.45	\$335,920.45



Subtotal	\$1,679,602.25
Shipping	\$0.00
Total	\$1,679,602.25

**Additional Comments**

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

**SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business.**  
**TAX ID# 22-3695478; DUNS# 14-724-3096**

*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*



## June 25, 2025 AGENDA ITEM #13

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Discuss and consider approving the second amendment to the agreement with Kapsch TrafficCom North America for license plate image review services

<b>Strategic Plan Relevance:</b>	Safety, Stewardship, Collaboration, Innovation, Service
<b>Department:</b>	Operations
<b>Contact:</b>	Tracie Brown, Director of Operations
<b>Associated Costs:</b>	\$0.0222 per automated reviewed transaction & \$0.0454 per manually review transaction ( <i>adjusted annually per CPI</i> )
<b>Funding Source:</b>	Operating Budget
<b>Action Requested:</b>	Consider and act on draft resolution

**Project Description/Background:** Kapsch TrafficCom North America (Kapsch) is the Authority's toll system integrator. In this role Kapsch implements new toll and intelligent transportation (ITS) systems and maintains such systems. Under an agreement executed in July 2018, Kapsch also provides license plate image review services to the Mobility Authority.

The Kapsch image review solution uses proprietary software and hardware to transcribe license plate images using optical character recognition (OCR) technology or human intervention. Once determined, the license plate result is matched to the corresponding toll transaction information and forwarded to the Central United States Interoperability (CUSIOP) Hub to post to a customer electronic tag account or to the Authority's Pay By Mail vendor for customer billing. Approximately 55% of the Authority's toll transactions require image review.

**Action Requested:** Today’s action seeks approval of the second and final two-year renewal option of the Kapsch Image Review Services Agreement. Under this Second Amendment, the term for the Agreement will extend through July 31, 2027. Per the First Amendment approved by the CTRMA Board in June 2023, the pricing under the term of the Second Amendment will be automatically adjusted annually in accordance with the CPI. Kapsch will continue to perform image reviews related to exempt vehicles (buses, registered vanpools, qualified veterans, emergency vehicles, etc.) at no cost to the Authority.

The following table highlights the change in CPI:

Review Type	Current Pricing FY25	CPI %	New Pricing FY26
Optical Character Recognition (OCR)	\$0.0218 per transaction	1.9%	\$0.0222 per transaction
Manual Review	\$0.0446 per transaction	1.9%	\$0.0454 per transaction

**Previous Actions & Brief History of the Program/Project:** In July 2018 the CTRMA Board approved an Agreement with Kapsch TrafficCom North America (then Kapsch TrafficCom USA) for license plate image review services. The initial term of the Agreement was five (5) years, concluding on July 30, 2023. The Agreement provided two (2) successive two-year renewal terms following the expiration of the initial five-year period. This Agreement replaced a similar contract with the Authority’s Pay By Mail vendor, Municipal Services Bureau (MSB).

In June 2023, the CTRMA Board approved the First Amendment to the Agreement extending the term through July 31, 2025. The First Amendment also added an annual CPI escalation clause to the Agreement.

**Financing:** Not applicable.

**Action requested/Staff Recommendation:** Staff recommends approval of the second amendment to the Kapsch Agreement for image review services.

**Backup provided:** Draft resolution  
Draft amendment

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

**RESOLUTION NO. 25-0XX**

**APPROVING THE SECOND AMENDMENT TO THE AGREEMENT WITH  
KAPSCH TRAFFICCOM NORTH AMERICA, INC. FOR LICENSE PLATE IMAGE  
REVIEW SERVICES**

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

WHEREAS, performing image reviews of license plates is an essential element of the processing of pay-by-mail transactions for the use of Mobility Authority facilities; and

WHEREAS, by Resolution No. 18-033, dated July 25, 2018, the Board of Directors approved an agreement with Kapsch TrafficCom USA, Inc. for image review services for a term of five (5) years, concluding on July 30, 2023, with two (2) two-year renewal terms (the “Agreement”); and

WHEREAS, by Resolution No. 23-023, dated June 26, 2023, the Board of Directors approved the first amendment to the Agreement, to exercise the first renewal term, which will conclude on July 30, 2025, and to provide for an annual adjustment of certain pricing in accordance with the customer price index; and

WHEREAS, the Executive Director and Kapsch TrafficCom North America have negotiated a proposed second amendment to the Agreement to exercise the second renewal term, such that the Agreement will conclude on July 30, 2027; and

WHEREAS, the Executive Director requests that the Board of Directors authorize the execution of the proposed second amendment to the Agreement for image review services, a copy of which is attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby authorizes the Executive Director to execute the second amendment to the Agreement for image review services in the form or substantially the same form attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25<sup>th</sup> day of June 2025.

Submitted and reviewed by:

Approved:

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James M. Bass  
Executive Director

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Nikelle Meade  
Vice Chair, Board of Directors

**Exhibit A**

## **SECOND AMENDMENT TO AGREEMENT FOR IMAGE REVIEW SERVICES**

**THIS SECOND AMENDMENT** is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the by and between the Central Texas Regional Mobility Authority (the “CTRMA”) and Kapsch TrafficCom North America (the “Contractor”) (collectively, the “Parties,” and each individually, a “Party”).

### **W I T N E S S E T H:**

**WHEREAS**, pursuant to Resolution No. 18-033, approved on July 25, 2018, the CTRMA Board of Directors (the “Board”) approved an Agreement for Image Review Services (the “Agreement”) with the Contractor to provide image review services in connection with CTRMA’s transaction processing and toll collection activities (the “Services”); and

**WHEREAS**, the Parties executed the Agreement, effective July 30, 2018; and

**WHEREAS**, Section II of the Agreement provides for a term of five (5) years, concluding on July 30, 2023, with two (2) two-year renewal terms; and

**WHEREAS**, the First Amendment to the Agreement regarding the first two-year renewal term was approved on June 26, 2023 and expires on July 30, 2025; and

**WHEREAS**, the Contractor is currently providing the Services; and

**WHEREAS**, the CTRMA has determined that it is in its best interests for the Contractor to continue to provide the Services; and

**WHEREAS**, it is the desire of the parties to exercise the second renewal term, such that the Agreement will conclude on July 30, 2027; and

**WHEREAS**, this Agreement has been negotiated and finalized between the parties whereby services will be provided by the Contractor and compensation will be paid by the CTRMA pursuant to the terms hereof.

**NOW, THEREFORE**, and in consideration of the mutual covenants and agreement between the Parties, the Parties hereby agree to the following:

#### **I. AGREEMENT PERIOD.**

Pursuant to Article 2 of the Agreement, the parties agree to exercise the second of two renewal terms, such that the “Agreement Period” shall conclude on July 30, 2027.

#### **II. REMAINING TERMS AND CONDITIONS.**

Except to the extent expressly modified herein, all remaining terms and conditions of the Agreement by and between the CTRMA and the Contractor shall continue in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts hereof as of the effective date first above written.

**CENTRAL TEXAS  
REGIONAL MOBILITY AUTHORITY**

By: \_\_\_\_\_

James Bass

Executive Director

Date: \_\_\_\_\_

**KAPSCH TRAFFICCOM NORTH AMERICA**

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_



## June 25, 2025 AGENDA ITEM #14

---

Discuss and consider approving an agreement with Travis County Sheriff's Office for law enforcement services in support of the Mobility Authority's habitual violator program, safety initiatives, and theft deterrence

<b>Strategic Plan Relevance:</b>	Collaboration, Stewardship
<b>Department:</b>	Operations Department
<b>Contact:</b>	Tracie Brown, Director of Operations
<b>Associated Costs:</b>	not to exceed \$475,000
<b>Funding Source:</b>	FY 2026 Operating Budget
<b>Action Requested:</b>	Consider and act on draft resolution

**Project Description/Background:** Most Mobility Authority customers pay for their toll usage promptly, either by electronic toll tag or through the Mobility Authority's courtesy Pay By Mail program. Non-payers undermine the ability of the Mobility Authority to pay back its bonds and finance future projects. It also presents an unfair burden on the paying customers.

Chapter 372 of the Texas Transportation Code provides enforcement tools for egregious toll violators. This statute authorizes additional remedies for "habitual violators," those who have accumulated 100 or more unpaid tolls in aggregate in a 12-month period and have been issued two notices of nonpayment that continue to go unpaid. The remedies include publication of the toll scofflaw's name, a vehicle registration block, and a ban on the vehicle's use of the entity's toll facilities. In addition, traffic citations and vehicle impoundment are possible for those who violate the vehicle prohibition.

Vandalism poses a significant threat to toll agencies, causing disruptions to critical infrastructure and financial losses. Damaged tolling equipment, signage, or communication systems can lead to operational inefficiencies, compromise safety, and increase maintenance costs, ultimately impacting revenue collection and the overall



customer experience. Beyond the immediate repair expenses, such acts can also erode public trust and divert resources from essential transportation improvements.

**Action requested:** Through an off-duty agreement with the Travis County Sheriff's Office (TCSO), the Authority will contract for marked law enforcement vehicles, uniformed law enforcement officers, and all vehicular equipment necessary to enforce the Authority's prohibition of the operation of motor vehicles on CTRMA-operated toll facilities within Travis County or adjacent counties as permitted when the following criteria are met: 1) the registered owner of the vehicle has been finally determined to be a habitual violator; and 2) the Authority has provided notice of the prohibition order to the registered owner.

Specific operations include active law enforcement, identifying and stopping certain vehicles via the use of license plate information provided by CTRMA, issuing a citation for violation of a prohibition order, issuing verbal and written notification to the violator of possible action to be taken if violator continues to use the facility, and directing the impoundment of the prohibited vehicle under the appropriate circumstances. The Agreement will also support safety initiatives and facilitate patrols of Mobility Authority toll roads and maintenance facilities in an effort to provide an additional layer of security and mitigate vandalism.

The \$90 hourly rate or "donation" for these services is prescribed by Travis County's standard *Application for Secondary Employment of Law Enforcement*. A separate "donation" of \$20 per hour is required for the use of Travis County-owned vehicles. The combined Travis County rates are in line with that paid to Williamson County and its deputies for the same service.

The term of the proposed agreement will begin after full execution and terminate on December 31, 2025. TCSO will require execution of a new six-month agreement on January 1, 2026, which will conclude on June 30, 2026. The Agreement may be terminated by mutual written agreement, or after either party gives notice to the other party, whichever occurs first.

**Previous Actions & Brief History of the Program/Project:** In July 2019 the Mobility Authority's Board of Directors authorized the Executive Director to negotiate agreements with Travis and Williamson Counties for habitual violator enforcement services. The Williamson County Commissioner's Court approved a standard agreement for off-duty contracting of county constable deputies in December 2019 which set an \$8 hourly rate for vehicle use and deputies be paid by the Mobility Authority directly as independent contractors.

Active on-road enforcement with those deputies began in February 2020. Enforcement was briefly halted in March 2020 for a three-month period as the Deputies were required to focus on COVID-related matters for the county. Enforcement resumed in June 2020. The election of a new Constable in Precinct #1 necessitated the execution of a new ILA with Williamson County in December 2020 to continue these services.

In August 2021, the Board authorized the Executive Director to execute an off-duty agreement with the Travis County Sheriff's Office to provide on-road enforcement services. These services support the Authority's habitual violator program and allow the detainment of vehicles expressly prohibited by the Board from utilizing the Authority's toll facilities due to their unpaid toll obligations.

Because procurement of road enforcement services does not precisely align with normal acquisition of good and services, a change to the Mobility Authority's *Policy Code* was also approved to add these services to the list of items allowed under discretionary exemptions.

**Financing:** FY 2025 Operating Budget

**Staff Recommendation:** Staff recommends authorizing agreements with the Travis County Sheriff's Office for the law enforcement services supporting the Mobility Authority's Habitual Violator program, safety initiatives and theft deterrence efforts. Staff further recommends authorizing the Executive Director to approve the necessary agreements such that the services will be provided through June 30, 2026.

**Backup provided:** Draft Resolution  
TCSO Application for Secondary Employment of Law  
Enforcement  
TCSO Vehicle Agreement  
TCSO Liability Agreement

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

**RESOLUTION NO. 25-0XX**

**AUTHORIZING AGREEMENTS WITH THE TRAVIS COUNTY SHERIFF’S OFFICE  
FOR LAW ENFORCEMENT SERVICES IN SUPPORT OF THE MOBILITY  
AUTHORITY’S HABITUAL VIOLATOR PROGRAM, SAFETY INITIATIVES, AND  
THEFT DETERRENCE**

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

WHEREAS, the Mobility Authority requires law enforcement services related to enforcement of the Habitual Violator Program, safety initiatives, and theft deterrence (the “Law Enforcement Services”); and

WHEREAS, the Travis County Sheriff’s Office (the “TCSO”) has indicated it is interested and willing to provide the Law Enforcement Services to the Mobility Authority through its off-duty program; and

WHEREAS, pursuant to Section 401.0061 of the Mobility Authority Policy Code, law enforcement services are exempted from competitive procurement requirements; and

WHEREAS, the Executive Director recommends and requests that he be authorized to take all actions necessary to enter into agreements with the TCSO for the provision of the Law Enforcement Services through June 30, 2026, for up to a cumulative amount not to exceed \$475,000, through their off-duty employment program; and

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby authorizes and directs the Executive Director to take all actions necessary to enter into agreements with the TCSO for the provision of the Law Enforcement Services through June 30, 2026, for up to a cumulative amount not to exceed \$475,000 through their off-duty employment program.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25<sup>th</sup> day of June 2025.

Submitted and reviewed by:

Approved:

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James M. Bass  
Executive Director

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Nikelle Meade  
Vice Chair, Board of Directors



**THE TRAVIS COUNTY SHERIFF'S OFFICE RESERVES THE RIGHT TO DENY ANY REQUEST**  
**APPLICATION FOR SECONDARY EMPLOYMENT OF LAW ENFORCEMENT**  
5555 Airport Blvd., Austin, Texas 78751, Desk: (512) 854-7271 - Fax: (512) 854-4554 - E-mail: [off.duty@traviscountytx.gov](mailto:off.duty@traviscountytx.gov)

**PERSON/BUSINESS/ORGANIZATION HIRING OFFICER:**

**ADDRESS** (No PO Box):

**City:**

**State:**

**Zip:**

**PERSON SUBMITTING APPLICATION:**

**BUSINESS PHONE:**

**PHONE:**

**E-MAIL:**

**DRIVER'S LICENSE/STATE:**

**SSN OR TAX ID:**

**TRAFFIC**

**SECURITY**

**NO. OF DEPUTIES\*:**

**NO. OF VEHICLES\*:**

**NO. OF EXPECTED GUESTS:**

**\*WE WILL MAKE THE FINAL DETERMINATION ON NUMBER OF OFFICERS AND UNITS.**

**WILL ALCOHOL BE AVAILABLE:**

**Yes**

**No**

**TEMPORARY**

**PERIODICALLY (throughout year)**

**FOR THIS CALENDAR YEAR**

**START DATE:**

**END DATE:**

**START TIME:**

**END TIME:**

**EVENT TITLE:**

**OFFICERS NEEDED FOR:**

**JOB LOCATION** (include facility name and address):

**JOB SITE POINT OF CONTACT:**

**CELL PHONE:**

**COMMENTS:**

**FROM THIS POINT FORWARD TRAVIS COUNTY SHERIFF'S OFFICE IS REFERRED TO AS TCSO, APPLICANT IS REFERRED TO AS CONTRACTOR.**

**ALL REQUESTS ARE SUBJECT TO APPROVAL:** The Sheriff, acting personally or through a designee, reserves the right to deny any application for secondary employment of law enforcement. Application approval is subject to guidelines set forth by TCSO Policies and Procedures. Local background checks are done on individuals requesting security for private functions.

**TIMELINE SUBMISSION OF APPLICATION:**

- Events under 500 people submit 30 days prior to event.
- Events 500 – 1,000 people submit 60 days prior to event.
- Events over 1,000 people, foot or bike races, submit 90 days prior to event.

**OFFICER RESPONSIBILITIES:** A TCSO Deputy's primary responsibility while working in a secondary employment capacity, is the enforcement of Federal and State laws and County ordinances; to protect life and property and to keep the peace. DEPUTIES ARE PROHIBITED FROM ENFORCING HOUSE RULES. House rules are defined as rules that are not specifically authorized by state or federal law, and are typically rules of the Contractor. Officers shall follow all TCSO Policies and Procedures.

Officers engaged in a secondary employment job will not refuse to assist any citizen requesting or needing assistance. Officers are expected to take necessary action in an attempt to assist citizens in need of help by calling on-duty officers, taking reports, effecting arrests, or providing any other services related with the duties of a peace officer.

**CONTRACTOR'S RESPONSIBILITIES:** The Contractor agrees to hold harmless TCSO and all TCSO personnel from losses of any kind caused while at the site of the secondary employment. All traffic control jobs must be approved by the jurisdictional authority, such as and not limited to the Texas Department of Transportation or Travis County Transportation and Natural Resources before we allow our officers to work. If permits are required, the Contractor must show proof of approved permits before officers are allowed to work. A Contractor's signature on this application serves as an acknowledgment of all information provided on our application.

**REVOCATION OF APPROVED APPLICATIONS:** The application/contract can be canceled at any time by the TCSO or the Contractor for no reason. Cancellation notice must be in writing by letter or email. Examples for revocation are for informational purposes only and are not intended to be exclusive of other reasons not contained therein: a conflict of interest develops between the County and the Contractor; non-payment of officers; Contractor is arrested; the Contractor is under investigation by the District or County Attorney's Office, or any Law Enforcement Agency for violations of law; the Contractor refuses to cooperate with an investigation related to the secondary employment job; the job becomes controversial, such as labor or civil disputes.

**RATES:** Payment due upon service rendered, or no later than 2- weeks for long-term contracts.

**COUNTY-OWNED VEHICLES:** \$20 per hour with a 2-hour minimum.

**OFFICERS:** \$85 per hour: General Security. 4-hour minimum for all rates, except Contract Coordinator.

\$88 per hour: Police Bicycle Certified Officers

\$85 per hour: Contract Coordinator. The coordinator may charge this rate for administrative duties performed.

\$95 per hour: Emergency requests received with less than 2 business days notice.

\$95 per hour: Supervisors when required. Requirement is determined by complexity of request.

\$100 per hour: Holidays: New Years Eve, New Years Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day (July 4th), Labor Day, Veteran's Day, Thanksgiving, Christmas Eve, and Christmas Day.

**CANCELLATIONS:** Any cancellation made after 4:00 PM Central Standard Time on the business day prior to the Contractor's scheduled event will result in a cancellation fee, equal to 4 hours at applicable Officer Pay Rate per scheduled Officer. Contractor must receive confirmation of receipt of cancellation request from TCSO to avoid cancellation fee.

**CONTRACTOR**

**SIGNATURE:**

**PRINT NAME:**

**DATE:**

**[THIS SECTION FOR TCSO USE ONLY]**

**MAJOR SIGNATURE:**

**DATE:**

**APPROVE**

**DENY**

**CONTRACTOR ID:**

**MAJOR COMMENTS:**

**JOB ID:**

**COORDINATOR ASSIGNED:**

**REV 10142022**

**LIABILITY AGREEMENT FOR**  
**LAW ENFORCEMENT RELATED SECONDARY EMPLOYMENT**

For and in consideration of the permission given by the Travis County Sheriff's Office (hereinafter TCSO) for \_\_\_\_\_ (hereinafter called CONTRACTOR) to engage as independent contractors employees of the TCSO (hereinafter EMPLOYEES), while said EMPLOYEES are not on duty with and for the TCSO, it is agreed as follows:

1. It is mutually agreed that while the EMPLOYEE performs services for the CONTRACTOR as an independent contractor, said EMPLOYEE is not acting as an employee of TCSO.

2. The CONTRACTOR, binding its heirs, administrators, executors, estate, successors, and assigns, hereby agrees to indemnify, protect, defend, and hold harmless Travis County, TCSO, and their elected officials, officers, employees and agents (the "Releasees") from any and all damages, including without limitation: interest, court costs, attorney's fees and other expenses which the Releasees may incur or become liable for as the result of any claim, demand, obligation, liability suit or cause of action arising in whole or part from the work of said EMPLOYEES for the CONTRACTOR, whether or not such claim, demand, or suit be frivolous, and whether or not it be made or brought by the CONTRACTOR or by a third person or entity.

3. It is understood by CONTRACTOR that TCSO shall retain the right to withdraw at any time its permission for its EMPLOYEES to work in a private capacity. If the permission of TCSO is withdrawn, the CONTRACTOR agrees to terminate its contracting relationships with said EMPLOYEES. The CONTRACTOR, as part of this agreement binds itself to release and hold harmless the Releasees from any liability or claim for damages in the event such permission is withdrawn by the TCSO.

4. The CONTRACTOR shall maintain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury.

5. This Agreement shall remain in effect for a period of one (1) year from the date of the last signature below.

\_\_\_\_\_  
TCSO Major Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employer or Authorized Agent of CONTRACTOR

\_\_\_\_\_  
Date



June 25, 2025  
AGENDA ITEM #15

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Discuss and consider approving an agreement with Carahsoft Technology Corporation for video streaming and related software and services for CTRMA Board meetings

Strategic Plan Relevance:	Stewardship
Department:	Information Technology
Contact:	Cory Bluhm, Assistant Director of Information Technology and Toll Systems
Associated Costs:	Not to exceed \$82,632.05
Funding Source:	Operating Budget
Action Requested:	Consider and act on draft resolution

**Project Description/Background:** The Mobility Authority utilizes certain hardware and software for Board Meeting videography and streaming-related services. The Mobility Authority currently holds an agreement with Carahsoft Technology Corp. (Carahsoft) for software and related services which expires on June 30, 2025.

The current request seeks execution of a one-year agreement with Carahsoft for videography hardware and software, video streaming, and related services. This agreement will replace the existing hardware installed in 2015 and will provide upgraded software as well as videography and streaming-related services. This agreement will utilize Texas Department of Information Resources (DIR) contract DIR-CPO-5687 and the term will be July 1, 2025, through June 30, 2026.

**Previous Actions & Brief History of the Program/Project:** The Mobility Authority has previously obtained hardware, software, and related services through a direct contract with Swagit Productions, LLC (Swagit).

The Mobility Authority entered into its initial contract with Swagit for Board meeting video streaming hardware and software and related services in 2015. This agreement

included the purchase of the cameras and related hardware as well as the initial year of services, and has since renewed automatically.

In October 2022, Swagit was purchased by another firm and in 2024 the initial contract was converted to a DIR contract through Carahsoft.

**Financing:** Operating Budget

**Action requested/Staff Recommendation:** Staff recommends executing an agreement with Carahsoft to provide videography hardware, one-year software package, and related services, in the amount of \$82,632.05

**Backup provided:**

- Draft Resolution
- Pricing Proposal – Carahsoft
- DIR Contract DIR-CPO-5687

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

**RESOLUTION NO. 25-0XX**

**APPROVING A CONTRACT WITH CARAHSOFT TECHNOLOGY CORPORATION FOR  
CERTAIN SOFTWARE FOR BOARD MEETING VIDEOGRAPHY AND STREAMING  
RELATED SERVICES**

WHEREAS, by Resolution No. 24-034 dated June 26, 2024, the Board of Directors approved an agreement with Carasoft Technology Corporation (Carasoft) for videography hardware and software, video streaming, and related services; and

WHEREAS, the Mobility Authority's current Carasoft agreement expires on June 30, 2025; and

WHEREAS, videography hardware and software, video streaming, and related services are offered by Granicus which can be purchased from Carahsoft Technology Corporation through Texas Department of Information Resources (DIR) Contract No. DIR-CPO-5687 (the "DIR Cooperative Contract"); and

WHEREAS, the Executive Director has obtained pricing for videography hardware and software, video streaming, and related services from Carahsoft Technology Corporation which is attached hereto as Exhibit A; and

WHEREAS, pursuant to Texas Government Code Section 2054.0565 and Mobility Authority Policy Code Section 401.008, the Mobility Authority may use the DIR Cooperative Contract with Carahsoft Technology Corporation to procure videography hardware and software, video streaming, and related services without the need to seek competitive bids; and

WHEREAS, the Executive Director recommends approving the acquisition of videography hardware and software, video streaming, and related services in an amount not to exceed \$82,632.05 from Carahsoft Technology Corporation through their DIR Cooperative Contract.

NOW THEREFORE BE IT RESOLVED the Executive Director is hereby authorized to enter into an agreement with Carahsoft Technology Corporation for videography hardware and software, video streaming, and related services for board meeting videography and streaming related services in an amount not to exceed \$82,632.05 through their cooperative contract with the Texas Department of Information Resources.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25<sup>th</sup> day of June 2025.

Submitted and reviewed by:

Approved:

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James M. Bass  
Executive Director

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Nikelle Meade  
Vice Chair, Board of Directors



**Exhibit A**

# GOVERNMENT- PRICE QUOTATION

## Granicus at Carahsoft



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
 WWW.CARAHSOFT.COM | GRANICUS@CARAHSOFT.COM



**TO:** Greg Mack  
 Director of IT & Toll Systems  
 Central TX Regional Mobility Authority  
 3300 N IH-35  
 Ste 300  
 Austin, TX 78705 USA

**FROM:** Danielle Edwards  
 Granicus at Carahsoft  
 11493 Sunset Hills Road  
 Suite 100  
 Reston, Virginia 20190

**EMAIL:** gmack@ctrma.org

**EMAIL:** Danielle.Edwards@carahsoft.com

**PHONE:** (512) 664-7921

**PHONE:** (571) 591-6925

**TERMS:** DIR Contract No. DIR-CPO-5687  
 Expiration Date: 5/19/27  
 FTIN: 52-2189693  
 Shipping Point: FOB Destination  
 Credit Cards: VISA/MasterCard/AMEX  
 Remit To: Same as Above  
 Payment Terms: Net 30 (On Approved Credit)  
 Texas VID#: 1522189693700  
 Sales Tax May Apply

**QUOTE NO:** 55501726  
**QUOTE DATE:** 05/27/2025  
**QUOTE EXPIRES:** 06/28/2025  
**RFQ NO:**  
**SHIPPING:** ESD  
**TOTAL PRICE:** \$82,632.05  
**TOTAL QUOTE:** \$82,632.05

LINE NO.	PART NO.	DESCRIPTION	TX DIR	QUOTE PRICE	QTY	EXTENDED PRICE
<b>ONE-TIME FEES</b>						
1	Granicus	Granicus Operations Cloud - Fully Managed Video - Setup and Deployment - Each - One Time Fee Granicus - GXC-BND-0FMV-OTF	\$4,787.50	\$1,311.92 TX DIR	1	\$1,311.92
2	Granicus	Fully Managed PRO Remote Broadcast System - Three Camera Setup - Each Granicus - GXC-ADD-RBS3-OTF	\$67,025.00	\$49,813.78 TX DIR	1	\$49,813.78
<b>ONE-TIME FEES SUBTOTAL:</b>						\$51,125.70
<b>NEW SUBSCRIPTION FEES</b>						
3	Granicus	Granicus Operations Cloud - Fully Managed Video (25) - Each - Annual Subscription Granicus - GXC-BND-F25B-REC Start Date: 07/01/2025 End Date: 06/30/2026	\$69,812.28	\$31,506.35 TX DIR	1	\$31,506.35
<b>NEW SUBSCRIPTION FEES SUBTOTAL:</b>						\$31,506.35
<b>SUBTOTAL:</b>						\$82,632.05
<b>TOTAL PRICE:</b>						\$82,632.05
<b>TOTAL QUOTE:</b>						\$82,632.05

# GOVERNMENT- PRICE QUOTATION

## Granicus at Carahsoft



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
WWW.CARAHSOFT.COM | GRANICUS@CARAHSOFT.COM



### Terminating Subscriptions:

Avior™ 15

EASE™ 15

The Granicus Master Subscription Agreement can be found at <https://granicus.com/wp-content/uploads/application/pdf/Granicus-Master-Subscription-Agreement-GSA.pdf>

### For govDelivery Customers Only:

Potential Users are based on the greater of quarterly website visits to the domains covered by a license or the subscriber base multiplied by 12, less 20% to account for inactive subscribers.

Option year pricing is provided with the assumption that your requirements are the same as the base year. If your usage increases Granicus reserves the right to renegotiate your contract based on usage.

Option year pricing does not imply usage can grow beyond your base level.

\*Partner must pass along all terms and conditions included in this quote to the government customer including the link to the EULA, all terms, and the Granicus documentation behind the price quote.

The Granicus Master Subscription Agreement can be found at <https://granicus.com/wp-content/uploads/application/pdf/Granicus-Master-Subscription-Agreement-GSA.pdf>

### For govDelivery Customers Only:

Potential Users are based on the greater of quarterly website visits to the domains covered by a license or the subscriber base multiplied by 12, less 20% to account for inactive subscribers.

Option year pricing is provided with the assumption that your requirements are the same as the base year. If your usage increases Granicus reserves the right to renegotiate your contract based on usage.

Option year pricing does not imply usage can grow beyond your base level.

## Granicus Order Form for Central Texas Regional Mobility Authority

### ORDER DETAILS

**Granicus Contact:** Justine Torres  
**Email:** justine.torres@granicus.com  
**Order #:** Q-450116  
**Prepared On:** 16 May 2025

### ORDER TERMS

**Currency:** USD  
**Payment Terms:** All fees set forth in the Quote from reseller/distributor to Client are due and payable in accordance with those terms. Use of the Products is governed by the terms of the Granicus Master Subscription Agreement or such other Agreement as agreed to by the parties.

**Period of Performance:** 01 Jul 2025 - 30 Jun 2026

## PRODUCT SUMMARY

The specifications and terms within this Order Form are specific to the products and volumes contained herein.

**NOTE: Fees for the below Products will be as set forth in the quote from an authorized reseller.**

One-Time Services		
Solution	Billing Frequency	Quantity/Unit
Granicus Operations Cloud - Fully Managed Video - Setup and Deployment	Up Front	1 Each
Fully Managed PRO Remote Broadcast System - Three Camera Setup	Up Front	1 Each

New Subscriptions		
Solution	Billing Frequency	Quantity/Unit
Granicus Operations Cloud - Fully Managed Video (15)	Annual	1 Each



## PRODUCT UPDATES

FOR INFORMATION ON RECENT AND UPCOMING PRODUCT ENHANCEMENTS ACROSS THE GRANICUS PORTFOLIO, PLEASE REFER TO THE SEMIANNUAL UPDATE INFORMATION ON THIS WEBPAGE:  
: [HTTPS://GRANICUS.COM/SEMIANNUAL-UPDATES/](https://granicus.com/semiannual-updates/)

## PRODUCT DESCRIPTIONS

Solution	Description
Granicus Operations Cloud - Fully Managed Video (15)	<p>The annual subscription is an outcome-focused solution combining integrated technology, data insights, and experience services to drive operational efficiencies.</p> <ul style="list-style-type: none"> <li>• Strategic Capabilities <ul style="list-style-type: none"> <li>• Designated Experience Partner</li> <li>• Extended LMS Training On-demand</li> <li>• Access to Services Catalog</li> <li>• Biannual CX Program Brief to Review Insights &amp; Recommendations</li> <li>• Online Help Articles and Access to govCommunity</li> </ul> </li> <li>• Data Insights <ul style="list-style-type: none"> <li>• Community Satisfaction and Performance Monitoring</li> <li>• Government Effectiveness Score</li> <li>• Digital Experience Score</li> <li>• Quality of Life Surveys</li> <li>• In-app Reporting and Dashboards</li> </ul> </li> <li>• Connected Technology <ul style="list-style-type: none"> <li>• Video Streaming and Video-on-Demand <ul style="list-style-type: none"> <li>▪ Start, stop, pause controls</li> <li>▪ Fully cloud-based</li> <li>▪ Simulcast to multiple platforms including Facebook and YouTube</li> <li>▪ Unlimited storage</li> </ul> </li> </ul> </li> <li>• Managed Services <ul style="list-style-type: none"> <li>▪ Up to 15 meetings annually</li> <li>▪ Full video directing including camera control, video switching, graphic overlays</li> <li>▪ Video indexing and publication</li> </ul> </li> <li>• Public Portal/iFrame <ul style="list-style-type: none"> <li>▪ Hyperlinked agendas, minutes, and documents</li> <li>▪ Sound Search™ spoken word search</li> </ul> </li> <li>• Hardware <ul style="list-style-type: none"> <li>▪ Swagit Avior™ Remote Broadcast System which includes: <ul style="list-style-type: none"> <li>• Cameras</li> <li>• Camera Control System</li> </ul> </li> </ul> </li> </ul>

Solution	Description
	<ul style="list-style-type: none"> <li>• Broadcast Switcher</li> <li>• Character Generator (for on-screen graphics display)</li> <li>• Recorder</li> <li>• Redundant Streaming and Recording Encoder/Servers</li> <li>• Video Matrix Switch</li> <li>• Managed Power Unit</li> <li>• Software-Based Video Control Panel <ul style="list-style-type: none"> <li>• Ongoing security updates</li> <li>• Ongoing product updates and enhancements</li> <li>• Product accessibility maintained perpetually</li> <li>• 99.9% up-time guarantee</li> <li>• Technical Support Reporting (biannual)</li> <li>• Escalation &amp; Care Process</li> </ul> </li> </ul>
Granicus Operations Cloud - Fully Managed Video - Setup and Deployment	<p>The Fully Managed Video edition of Operations Cloud leverages a blend of strategic capabilities, data insights, and technology built for government to deliver an experience aimed at enhancing user engagement and boosting operational efficiency.</p> <p>This solution includes:</p> <ul style="list-style-type: none"> <li>• Stakeholder Kickoff and Project Alignment</li> <li>• Program Management - Weekly / bi-weekly communication</li> <li>• Development/Implementation/component configuration, including: <ul style="list-style-type: none"> <li>o Setup and deployment of the hardware and software</li> <li>o Setup and deployment of the public portal</li> <li>o Network testing and configuration <ul style="list-style-type: none"> <li>• Hardware assembly and onsite install</li> </ul> </li> </ul> </li> </ul>
Fully Managed PRO Remote Broadcast System - Three Camera Setup	Fully Managed PRO Remote Broadcast System: Three HD Camera Solution





## TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-450116 dated 16 May 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Central Texas Regional Mobility Authority to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Terms and Conditions are in accordance with the Granicus Texas Department of Information Resources agreement DIR-TSO-4288 and takes precedence over all other conflicting terms and conditions incorporated herein.

For All Services Credits (including Service Catalog Credits and SimpleSupport):

Credits must be purchased prior to use and are allocated towards any services performed by Granicus included in the Service Credit portfolio for the number of credits indicated therein. Credits cannot be used towards software subscription purchases. Credits are consumed as Services are performed during the applicable period of performance and must be used during that period of performance or they will expire. If Client fails to use the credits within the period of performance due to factors outside of Granicus' control, Granicus will not be obligated to refund any credits and will be under no obligation to perform the Services.

## SWAGIT Product Specific Terms

In addition to the terms and conditions of your agreement with Granicus, your use of the Swagit product offerings

(including hardware, software and services) will be governed by the additional terms set forth below. Any conflict between the terms of your agreement with Granicus and these product-specific terms will be resolved in favor of these terms solely as it relates to the Swagit Product.

**1. AVIOR Broadcaster Hardware.**

- a. Fifty percent (50%) of the total fees due for the hardware will be invoiced upon contract signature. The remaining balance of fees associated with the hardware will be invoiced upon completion of installation of the hardware at Client's designated location.
- b. Cancellation of any order for Avior Broadcaster hardware will result in Client's obligation to pay Granicus twenty percent (20%) of the total fees due for the hardware as a restocking fee, and Client is responsible for all costs associated with the return of the hardware to Granicus in resale condition.
- c. Fees for Swagit Subscription Services related to Avior Broadcaster equipment will commence two (2) months after contract execution and will be pro-rated for the first year. The full twelve (12) month renewal term will commence on the anniversary of the contract execution date.

**2. EASE Encoder Hardware.**

- a. 100% of EASE encoder hardware fees will be invoiced upon contract signature. EASE encoders are not eligible for return or refunds.
- b. Fees for Swagit Subscription Services related to EASE encoders will commence one (1) month after contract execution and will be pro-rated for the first year. The full twelve (12) month renewal term will commence on the anniversary of the contract execution date.

3. **Warranty.** All equipment is provided to Client with the manufacturer's warranty associated with such equipment. Granicus disclaims all warranties, express or implied associated with the equipment, including any implied warranties of merchantability and fitness for a particular purpose. Granicus will provide Client with all documentation associated with the manufacturer's warranty upon request.

4. **Camera and Broadcast Operations.** Granicus may need to operate the camera and broadcast system remotely. Such remote operation requires access via inbound TCP port 2001, outbound TCP ports 21, 80, 443, 1935, 5721, and outbound UDP ports 53, 123. The Client will need to supply Granicus with access to such TCP and UDP ports with respect to the Client's Internet connection. Granicus will not be responsible for remote camera operations should Client fail to give Granicus such access, or if Client's Internet connection is interrupted. Additionally, in the event the Granicus needs to operate such system manually, the Client will provide access to the equipment at the Site designated by the Client in the Scope of Work.

## DIR Vendor Agreement

This is to signify that the Central Texas Regional Mobility Authority and Carahsoft Technology Corp. have entered into a one-year Agreement **in an amount not to exceed \$82,632.05** pursuant to Texas Government Code Section 2054.0565 utilizing Texas Department of Information Resources Contract No. #DIR-CPO-5687 for the video streaming hardware, software, and services described in this proposal. All terms and conditions of Texas Department of Information Resources Contract No. #DIR-CPO-5687 are applicable to and made part of this agreement.

**CARAHSOFT TECHNOLOGY CORP.**

**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

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Sean Hiebert  
Partner Alliance Manager

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James M. Bass  
Executive Director

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Date

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Date

## Public Records Act Agreement

Contractor acknowledges and agrees that all records, documents, drawings, plans, specifications and other materials in the Authority's possession, including materials submitted by Contractor, are subject to the provisions of the Texas Public Information Act (see Texas Government Code § 552.001). Contractor shall be solely responsible for all determinations made by it under such law, and for clearly and prominently marking each and every page or sheet of materials with "Trade Secret" or "Confidential", as it determines to be appropriate. Contractor is advised to contact legal counsel concerning such law and its application to Contractor.

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

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

**CARAHSOFT TECHNOLOGY CORP.**

**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

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Sean Hiebert  
Partner Alliance Manager

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James M. Bass  
Executive Director

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Date

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Date



June 25, 2025  
AGENDA ITEM #16

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Discuss and consider and consider  
approving an amendment to the  
interlocal agreement with the Texas  
Department of Transportation to  
provide performance-based  
maintenance services for Texas  
Department of Transportation  
facilities that are adjacent to Mobility  
Authority roadways

Strategic Plan Relevance:	Collaboration
Department:	Engineering
Contact:	Mike Sexton, P.E., Director of Engineering
Associated Costs:	N/A
Funding Source:	N/A
Action Requested:	Consider and act on draft resolution

**Project Description/Background:** The Mobility Authority's performance-based maintenance contract (PBMC) with Roy Jorgensen Associates, Inc (the "PBMC Contract") includes routine Maintenance Services and associated items on existing and future Mobility Authority roadways and adjacent Texas Department of Transportation (TxDOT) frontage roads/general purpose lanes from right-of-way (ROW) to ROW. The contract includes 183A Toll, 290 Toll, MoPac Express Lanes, 71 Toll, 45SW Toll, 183 Toll, and 183 North Project.

**Previous Actions & Brief History of the Program/Project:** Board Resolution No. 20-033 authorized the Executive Director to finalize and execute an ILA with TxDOT associated with the PBMC provided under the PBMC Contract. Subsequently, an ILA was executed with TxDOT on July 27, 2020 and will expire on June 30, 2025. TxDOT desires the Mobility Authority to continue providing routine maintenance services on TxDOT right-of-way adjacent to Mobility Authority facilities.

**Financing:** N/A

**Action requested/Staff Recommendation:** Staff recommends the Board approve the Amendment to the Interlocal Agreement with the Texas Department of Transportation for cost sharing associated with the PBMC for routine maintenance services. The total original amount of the Interlocal Agreement is \$16,135,014.02. The proposed amendment will increase that amount by \$20,361,845.29, resulting in a total not to exceed amount of \$36,496,859.31

**Backup provided:** Draft resolution  
PBMC Interlocal Agreement

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

**RESOLUTION NO. 25-0XX**

**APPROVING AN AMENDMENT TO THE INTERLOCAL AGREEMENT WITH THE  
TEXAS DEPARTMENT OF TRANSPORTATION FOR ROUTINE MAINTENANCE  
SERVICES ON TEXAS DEPARTMENT OF TRANSPORTATION RIGHT OF WAY  
ADJACENT TO MOBILITY AUTHORITY FACILITIES**

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

WHEREAS, by Resolution No. 20-033 dated May 27, 2020, the Board of Directors approved an interlocal agreement with the Texas Department of Transportation (TxDOT) for routine maintenance services on a TxDOT right-of-way adjacent to Mobility Authority facilities (the “”); and

WHEREAS, by Resolution No. 23-024 dated June 26, 2023, the Board of Directors approved an amendment to the completion contract with Roy Jorgensen Associates, Inc. (the “Completion Contract”) to provide maintenance services on Mobility Authority roadways and adjacent TxDOT frontage roads/general purpose lanes and adjacent right-of-way; and

WHEREAS, TxDOT desires to continue with the Mobility Authority providing routine maintenance services on the TxDOT right-of-way adjacent to Mobility Authority facilities through the Completion Contract ; and

WHEREAS, the Executive Director has negotiated a proposed amendment to the Interlocal Agreement with TxDOT for these routine maintenance services, for an amount up to \$20,361,845.29 above the original amount of the Interlocal Agreement in payments by TxDOT for its share of the routine maintenance services to be provided through June 30, 2028; and

WHEREAS, the Executive Director recommends that the Board approve the amendment to the Interlocal Agreement amendment with TxDOT for routine maintenance services on the TxDOT right-of-way in the form or substantially the same form as is attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves the amendment to the Interlocal Agreement with TxDOT for routine maintenance services on the

TxDOT right-of-way adjacent to Mobility Authority facilities and authorizes the Executive Director to finalize and execute the amendment to the Interlocal Agreement on behalf of the Mobility Authority in the form or substantially the same form as Exhibit A hereto.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25<sup>th</sup> day of June 2025.

Submitted and reviewed by:

Approved:

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James M. Bass  
Executive Director

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Nikelle Meade  
Vice Chair, Board of Directors



**Exhibit A**

STATE OF TEXAS       §

COUNTY OF TRAVIS   §

## AMENDMENT TO INTERLOCAL CONTRACT ON SYSTEM

### Amendment Number 1

**THIS INTERLOCAL AMENDMENT** is made by and between the State of Texas acting by and through the Texas Department of Transportation, (TxDOT), and Central Texas Regional Mobility Authority (CTRMA) (Local Government) and shall become effective when fully executed by both parties.

### BACKGROUND

The TxDOT and the Local Government executed a contract on July 27, 2020, concerning routine maintenance for major corridors within the TxDOT Austin District jurisdictions.

It is mutually understood and agreed by and between the undersigned contracting parties to the above numbered Interlocal Contract to amend the contract as follows:

### AGREEMENT

- A. **Article II. PURPOSE** is deleted in its entirety and replaced with: Local Government will provide routine maintenance of the highway corridors identified by the Project Location Maps, TxDOT will contribute to the costs Local Government incurs to provide that maintenance for the following corridors:
1. 290 Toll (Manor Expressway)
  2. Express 1 Toll (MoPac Express)
  3. 71 Toll
  4. 45 SW Toll
  5. 183A Toll
  6. 183 Toll (Bergstrom Expressway)
  7. 183A PHIII Project
  8. 183 North Project
- B. **Article IV. CONTRACT PAYMENT** is deleted in its entirety and replaced with: The total original amount of this contract **\$16,135,014.02** is increased by \$20,361,845.29 and shall not exceed \$36,496,859.31 and shall conform to the provisions of **Attachment B-1**, Budget. Payments shall be billed monthly.
- C. **Article V. TERM OF CONTRACT** is deleted in its entirety and replaced with: Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party. This contract amendment begins on July 1, 2025, and terminates on June 30, 2028 or when otherwise terminated as provided in this Agreement.

- D. **Article VI. LEGAL AUTHORITY** is deleted in its entirety and replaced with: THE PARTIES certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.
- E. **Attachment A Scope of Services** is deleted in its entirety and replaced with: Attachment A-1 Scope of Services which is attached to and made part of this Amendment, due to removing the highway corridor Mopac South Project.
- F. **Attachment B Budget** is deleted in its entirety and replaced with: Attachment B-1 Budget which is attached to and made part of this Amendment. The total amount of this contract increased by \$20,361,845.29 from \$16,135,014.02 to \$36,496,859.31, due to **additional contract term according to Article V.**
- G. **Attachment C General Terms and Conditions** is deleted in its entirety to maintain consistencies of references to the attachments and replaced with: Attachment C-1 General Terms and Conditions which is attached to and made part of this Amendment.
- H. **Attachment D Resolution or Ordinance** is supplemented by adding Attachment D-1 Resolution or Ordinance dated 06/25/2025 attached to and made part of this Amendment.
- I. **Attachment E Project Location Map** is deleted in its entirety and replaced with: E-1 to E-8 Project Location Map attached to and made part of this Amendment, due to removing Attachment E-9 the highway corridor Mopac South Project.

Local Government shall be responsible to provide the scope of services described in Attachment A-1.

All other terms and conditions of the above numbered Interlocal Contract not hereby amended remain in full force and effect.

## CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By \_\_\_\_\_ Date \_\_\_\_\_  
James M. Bass, Executive Director  
Central Texas Regional Mobility Authority

## THE STATE OF TEXAS

By \_\_\_\_\_ Date \_\_\_\_\_  
Marc Williams, P.E., Executive Director  
Texas Department of Transportation

## **ATTACHMENT A-1**

### **Scope of Services**

Central Texas Regional Mobility Authority (CTRMA), the Local Government, shall provide routine maintenance services on behalf of TxDOT, the Receiving Agency, from July 1, 2025 through June 30, 2028.

#### **A. Facilities to be Maintained Under this Contract**

The Local Government will provide routine maintenance for all Local Government and TxDOT facilities located within the designated maintenance limits for the highway corridors generally identified by the maps included as Attachment E:

1. 290 Toll (Manor Expressway) (Attachment E-1);
2. Express 1 Toll (MoPac Express) (Attachment E-2);
3. 71 Toll (Attachment E-3);
4. 45 Toll (Attachment E-4);
5. 183A Toll (Attachment E-5);
6. 183 Toll (Bergstrom Expressway) (Attachment E-6);
7. 183A PHIII Project (Attachment E-7);
8. 183 North Project (Attachment E-8).

The designated maintenance limits include all entrance and exit ramps and turnarounds within the public rights-of-way of each of these highway corridors, as may be further identified and shown on any maintenance maps mutually acceptable to the parties (the "Designated Maintenance Areas").

#### **B. Maintenance Standards, Requirements, and Specifications**

The standards, requirements, and specifications for maintenance and related services provided for TxDOT facilities within each corridor by the Local Government under this contract have been determined and agreed upon by TxDOT and the Local Government and are set forth in that certain Request for Proposals for "System-Wide Performance Based Maintenance" issued by the Local Government on June 26, 2023 (the "RFP"). Both parties possess a printed and a digital copy (in PDF format) at their respective offices. A digital PDF file of the RFP may also be viewed or downloaded from the Local Government's Electronic Document Management System. A link to the document library will be provided to TxDOT.

These standards may be revised with respect to TxDOT facilities by written agreement of TxDOT and the Local Government.

**C. Roadway Condition Assessment**

A Roadway Condition Assessment is an inspection of 20% of the total lane miles length of each roadway in the Designated Maintenance Areas, scheduled as set forth in Attachment F (Roadway Condition Assessment Frequencies). The Local Government will set inspection limits for each Condition Assessment, and they will be selected on a random sample basis prior to the inspection by the Local Government. The Local Government shall conduct Roadway Condition Assessments as called for by this contract and shall provide a two-week notice to TxDOT of the date, time, and location of each scheduled Condition Assessment so that TxDOT may be present at the Condition Assessment/Inspection site, and the Local Government agrees to provide a copy of any such inspection report to TxDOT following each Roadway Condition Assessment.

**D. Maintenance Inspections**

The Local Government shall conduct an annual independent maintenance inspection of its tolled facilities to ensure adherence to its established asset management program in August and September of each year and shall provide a copy of that inspection report to TxDOT no later than April 15th of each year following the Maintenance Inspection.

TxDOT may conduct any special or additional inspections on non-tolled portions of the Designated Maintenance Areas in addition to a Condition Assessment. TxDOT agrees to provide a preferred notice of two weeks with a minimum of a 72-hour notice to Local Government of the date, time, and location of each such special or additional inspection requiring traffic control. TxDOT will provide the Local Government the opportunity to be present at the inspection, and agrees to provide a copy of any such inspection report to Local Government upon the request of the Local Government.

**E. Liquidated Damages**

If the Local Government identifies non-compliance during the Roadway Condition Assessment resulting in assessment and recovery of liquidated damages, from its maintenance contractor as a result of the maintenance contractor's failure to comply with a maintenance standard, requirement, or specification for a TxDOT facility in a Designated Maintenance Area, no later than 30 days after the Local Government's receipt of the liquidated damages payment the Local Government shall, at the election of TxDOT, either: (1) pay to TxDOT the entire amount of such liquidated damages; or (2) credit an amount equal to the liquidated damages amount toward TxDOT payments otherwise due to the Local Government under this contract.

If the Local Government assesses and recovers liquidated damages from its maintenance contractor for a failure to comply with the maintenance standards, requirements, and specifications that apply both to TxDOT and Local Government facilities in accordance with the Designated Maintenance Areas, the Local Government will allocate and credit a pro-rata portion of the liquidated damages recovered from its maintenance contractor, as agreed by the parties,

toward TxDOT payments otherwise due from TxDOT to Local Government under this contract.

## **F. Material Testing**

The Local Government shall coordinate with TxDOT on Quality Assurance material sampling and testing for acceptance. The costs of such tests submitted to the TxDOT Materials and Testing Division shall be paid by:

1. Local Government, for materials tested that will be placed only on tolled portions of the Designated Maintenance Areas;
2. TxDOT, for materials tested that will be placed only on non-tolled portions of the Designated Maintenance Areas; or
3. both the Local Government and TxDOT in a reasonable pro-rata share as agreed by the parties, for materials tested that are placed on both tolled and non-tolled portions of the Designated Maintenance Areas.

## **G. Reporting Requirements**

The Local Government shall maintain a Computerized Maintenance Management System (CMMS) to track and validate work performed during the term of this contract. The Local Government will provide TxDOT copies of reports on a monthly basis, that cover any work performed on TxDOT facilities.

The Local Government shall conduct Roadway Condition Assessments as called for by this contract and agrees to provide a copy of any such inspection report to TxDOT following each Roadway Condition Assessment.

The Local Government shall conduct an annual independent maintenance inspection of its tolled facilities and shall provide a copy of that inspection report to TxDOT no later than April 15th of each year following the Maintenance Inspection.

Bridge Inspection and Appraisal Program (BRINSAP) reports are conducted biannually by TxDOT for all bridges, to include pedestrian bridges over traffic lanes. TxDOT will provide Local Government with copies of BRINSAP reports on a biannual basis. TxDOT agrees to coordinate with the Local Government in addressing any maintenance deficiencies on TxDOT bridges where the maintenance is subject to the terms of this contract.

TxDOT shall notify Local Government of any reports conducted by TxDOT in regard to inspections of assets, including but not limited to: pavement management reports, overhead sign inspection reports, or special inspection reports that are conducted in response to assets exhibiting signs of abnormal wear or fatigue. TxDOT agrees to provide to the Local Government a copy of any such report or study upon the request of the Local Government.

**Deliverable:**

- Monthly CMMS summary of work performed
- Annual inspection report
- Monthly roadway condition assessments

**H. Local Government and TxDOT Coordination**

The Local Government and TxDOT agree to coordinate and participate in recurring interagency status meetings and provide feedback on the Local Government's maintenance of TxDOT facilities during the term of this agreement.

TxDOT hereby designates the Austin District Director of Maintenance as its primary contact and the Austin District Maintenance Administrator as alternate contact to consult and coordinate with the Local Government throughout the duration of this contract.

Local Government hereby designates its Assistant Director of Engineering - Maintenance as its primary contact and the Director of Engineering as alternate contact to consult and coordinate with TxDOT throughout the duration of this contract.

**I. Invoices**

Invoices will be paid in accordance with the rates determined on Attachment B-1 Budget, which is attached to this contract. The Local Government shall submit an invoice in a format acceptable to the Receiving Agency.

## ATTACHMENT B-1

### Budget

TxDOT will reimburse the Local Government for TxDOT's share of maintenance costs, established and calculated under Tables A.1, A.2 and A.3 below as a percentage of the costs incurred by the Local Government to provide maintenance in the Designated Maintenance Areas for each corridor, but excluding from the percentage calculation any cost identified in paragraph (A), (B), (C), or (D).

In addition to reimbursement of costs for routine maintenance set forth in Tables A.1, A.2 and A.3, TxDOT shall pay or reimburse the Local Government for:

1. mobilization costs for each corridor in the amount set forth in paragraph (B);
2. costs incurred by the Local Government at TxDOT's request as set forth in paragraph (C); and
3. Snow and Ice Control Costs incurred by the Local Government as set forth in paragraph (D).

The Local Government and TxDOT shall review the percentage split and other aspects of the Local Government's maintenance obligation under this contract on an annual basis, during the month of July of each year, and may agree to modify the percentage payment by an amendment to this contract.

**Table A.1: Cost Sharing Percentage Split for Routine Maintenance  
by Contract Fiscal Year**

Roadway	Local Government %	TxDOT %	TxDOT Annual Cost by Contract FY <sup>(1)</sup>		
			FY26	FY27	FY28
183A Toll	90%	10%	\$144,588.29	\$150,371.82	\$156,386.69
290 Toll (Manor Express)	48%	52%	\$670,193.97	\$697,001.73	\$724,881.80
Express 1 Toll (MoPac Express)	14%	86%	\$1,635,249.41	\$1,700,659.38	\$1,768,685.76
71 Toll	15%	85%	\$485,422.08	\$504,838.96	\$525,032.52
45 Toll	78%	22%	\$87,661.52	\$91,167.98	\$94,814.70
183 Toll (Bergstrom Expressway)	53%	47%	\$763,138.02	\$793,663.54	\$825,410.09
183A PH III Project	48%	52%	\$405,171.69	\$421,378.55	\$438,233.70
183 North Project	21%	79%	\$755,687.96	\$785,915.48	\$817,352.10

Note 1: The CTRMA Fiscal Year (FY) is from July 1 through June 30. This is also the contract anniversary date.



**Table A.2: Cost Sharing Percentage Split for Routine Maintenance  
by TxDOT Fiscal Year**

Roadway	Local Government %	TxDOT %	TxDOT Annual Cost by TxDOT FY <sup>(2)</sup>			
			FY25	FY26	FY27	FY28
183A Toll	90%	10%	\$24,098.05	\$ 145,552.21	\$151,374.30	\$130,322.24
290 Toll (Manor Express)	48%	52%	\$111,699.00	\$ 674,661.93	\$701,648.41	\$604,068.17
Express 1 Toll (MoPac Express)	14%	86%	\$272,541.57	\$1,646,151.07	\$1,711,997.11	\$1,473,904.80
71 Toll	15%	85%	\$80,903.68	\$ 488,658.23	\$508,204.56	\$437,527.10
45 Toll	78%	22%	\$14,610.25	\$ 88,245.93	\$91,775.76	\$79,012.25
183 Toll (Bergstrom Expressway)	53%	47%	\$127,189.67	\$ 768,225.61	\$798,954.63	\$687,841.74
183A PH III Project	48%	52%	\$67,528.61	\$ 407,872.83	\$424,187.74	\$365,194.75
183 North Project	21%	79%	\$125,947.99	\$ 760,725.88	\$791,154.92	\$681,126.75

Note 2: The TxDOT Fiscal Year (FY) is from September 1 through August 31.

Upon completion of the US 183A General Purpose Lanes Project, CTRMA will convey the frontage roads along 183A Toll to TxDOT. When this contract is finalized the values and cost sharing will be revised as follows:

**Table A.3: Cost Sharing Percentage Split for Routine Maintenance  
Post US 183A General Purpose Lanes Conveyance**

Roadway	Local Government %	TxDOT %	Contract Annual Cost
183A Toll	51%	49%	TBD

**A. Costs Excluded from Routine Maintenance Cost Sharing**

1. TxDOT is not participating in and is not obligated under this contract to pay any portion of a cost incurred by the Local Government to maintain the following Local Government facilities in a Designated Maintenance Area:
  - (a) a tolled mainlane or ramp;
  - (b) any maintenance costs for flexible delineators (pylons) associated with the tolled express lane on the MoPac Improvement Project;

- (c) a sign associated with tolled lanes;
- (d) toll in-lane processing (ILP) buildings, toll gantry structures, or other equipment or structures required for toll collection or enforcement;
- (e) emergency generators;
- (f) trailheads;
- (g) a shared use path;
- (h) a sidewalk;
- (i) a maintenance yard, including improvements; or
- (j) landscape beds.

2. None of the costs listed in subparagraph (A)(1) above shall be included in gross maintenance expenses used to calculate the percentage reimbursement paid by TxDOT to the Local Government under Table A.1, A.2 and A.3 above.

**B. TxDOT Payments for Mobilization Costs**

No mobilization is included in the current performance based maintenance contract so this section is not applicable. Cost sharing percentage split for mobilization values have been removed.

**C. TxDOT Payments for a Lane Closure**

TxDOT agrees to pay in full any costs incurred by the Local Government from its maintenance contractor for a lane closure requested by TxDOT.

**D. TxDOT Payments for Snow and Ice Control**

“Snow and Ice Control Costs” shall mean the total of (1) a seasonal fixed monthly retainer fee during the months of November through March; (2) hourly charges that may be incurred each month to provide snow and ice control measures as required by weather and road conditions; and (3) the cost of de-icing materials purchased and used for snow and ice control measures on the Designated Maintenance Areas for each corridor. TxDOT agrees to pay or reimburse the Local Government as invoiced monthly in the amount equal to TxDOT's agreed percentage for the Snow and Ice Control Costs incurred by the Local Government in each corridor as set forth Table A.4 and A.5: Cost Sharing Percentage Split for Snow and Ice Control.

**Table A.4: Cost Sharing Percentage Split for Snow and Ice Control**

Roadway	Local Government %	TxDOT %
183A Toll	97%	3%
290 Toll (Manor Express)	50%	50%
Express 1 Toll (MoPac Express)	6%	94%
71 Toll	45%	55%
45 Toll	88%	12%
183 Toll (Bergstrom Expressway)	57%	43%

183A PH III Project	79%	21%
183 North Project	32%	68%

Upon completion of the US 183A General Purpose Lanes Project, CTRMA will convey the frontage roads along 183A Toll to TxDOT. When this agreement is finalized the values and cost sharing will be revised as follows:

**Table A.5: Cost Sharing Percentage Split for Snow and Ice  
Post US 183A General Purpose Lanes Conveyance**

Roadway	Local Government %	TxDOT %
183A Toll	71%	29%

#### **E. Total Agency Contribution**

Total contribution values are summarized in Table A.6, below. The values are categorized as Recurring Costs, Actual Costs to be Determined at Time of Need and TxDOT Exclusions.

Recurring Costs apply to items of work that will be paid on a monthly basis for performance based maintenance of roadway and roadside elements. Actual Costs to be Determined at Time of Needs are costs that will be paid as needed throughout the term of the contract. TxDOT Exclusion costs reflect the value of the items described in this Attachment B-1, Section A Costs Excluded from Routine Maintenance Cost Sharing. Additional costs for snow and ice control materials has been estimated. Materials are purchased directly by the Local Government and costs are shared with TxDOT at the time of need. The resulting values show the Do Not Exceed Value for TxDOT referenced in Section IV, Contract Payment.

**Table A.6: Total Contribution for the 3-year Term**

Contract Item Group	Local Government Contribution	TxDOT Contribution
Recurring Costs		
Performance Based Maint (Roadway)	\$9,466,492.68	\$11,682,791.84
Performance Based Maint (Routine Veg Mgmt)	\$3,030,344.03	\$3,760,115.90
Snow & Ice Control Season	\$812,866.54	\$834,778.87
Subtotal of Recurring Contract Costs	\$29,587,389.86	
Actual Costs to be Determined at Time of Need <sup>(1)</sup>		
Snow & Ice Control Equipment	\$316,834.11	\$343,236.95
Lane Closures (Work Order – Misc Tasks)	\$135,672.46	\$179,844.89
Work Order Allowance (Misc Tasks)	\$645,000.00	\$855,000.00
Subtotal of As Needed Contract Costs <sup>(1)</sup>	\$2,475,588.41	
TxDOT Exclusions		
Performance Based Maint (SUPs & Trailheads)	\$3,719,356.93	\$0.00
Performance Based Maint (Landscaping)	\$5,745,150.47	\$0.00
Performance Based Maint (Building/Facilities)	\$1,685,460.22	\$0.00

Vegetative Watering	\$67,526.45	\$0.00
Install Delineator Posts PEXCO FG300 (Toll Lanes)	\$8,070,086.18	\$0.00
<b>Subtotal of TxDOT Exclusions</b>	<b>\$19,287,580.25</b>	<b>\$0.00</b>
<b>Subtotal Distribution</b>	<b>\$33,694,790.08</b>	<b>\$17,655,768.45</b>
<b>PBMC 20PROGXXX02M Total Contract Value</b>	<b>\$51,350,558.53</b>	

**Table A.6: Total Contribution for the 3-year Term (continued)**

<b>Snow &amp; Ice Control Materials (Actual Cost Determined at Time of Need)<sup>(1)</sup></b>	<b>\$645,000.00</b>	<b>\$855,000.00</b>
<b>10% Contingency</b>	<b>\$3,433,979.01</b>	<b>\$1,851,076.84</b>
<b>TOTAL Not to Exceed Distribution</b>	<b>\$37,773,769.08</b>	<b>\$20,361,845.29</b>

Note 1: Estimated costs with actuals to be determined at the time of need.

## **ATTACHMENT C-1**

### **General Terms and Conditions**

#### **Article 1. Additional Work**

- A. If the Local Government is of the opinion that any assigned work is beyond the scope of this contract and constitutes additional work, it shall promptly notify TxDOT in writing. The written notice shall present the relevant facts and show how the work constitutes additional work.
- B. If TxDOT in its sole discretion finds that the work does constitute additional work, TxDOT shall so advise the Local Government and a written amendment will be executed. The Local Government shall not perform any proposed additional work or incur any additional costs before the execution of an amendment.
- C. TxDOT shall not be responsible for actions by the Local Government or for any costs incurred by the Local Government relating to additional work that is performed before an amendment is executed or that is outside the scope of the contract, as amended.

#### **Article 2. Amendments**

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

#### **Article 3. Notice to Proceed**

If Attachment A-1 requires a notice to proceed, the Local Government shall not proceed with any work or incur any costs until TxDOT issues a written notice to the Local Government authorizing work to begin. Any costs incurred by the Local Government before receiving the notice are not eligible for reimbursement.

#### **Article 4. Conflicts Between Agreements**

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

#### **Article 5. Nonconforming Work**

If the Local Government submits work that does not comply with the terms of this contract, TxDOT shall instruct the Local Government to make any revisions that are necessary to bring the work into compliance with the contract. No additional compensation shall be paid for this work.

#### **Article 6. Termination**

This contract terminates at the end of the contract term, when all services and obligations contained in this contract have been satisfactorily completed, by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first. TxDOT shall compensate the Local Government only for those eligible expenses that are incurred during this contract and that are directly attributable to the completed portion of the work covered by this contract and only if the work has been completed in a manner satisfactory and acceptable to TxDOT. The Local Government shall neither incur nor be reimbursed for any new obligations after the date of termination.

#### **Article 7. Funding**

TxDOT shall pay for services from appropriation items or accounts from which like expenditures would normally be paid. Payments received by the Local Government shall be credited to the current appropriation items or accounts from which expenditures of that character were originally made. If for any reason subcontractors and suppliers, if any, are not paid before TxDOT reimburses the Local Government for their services, the Local Government shall pay the subcontractors and suppliers all undisputed amounts due for work no more than 10 days after the Local Government receives

payment for the work unless a different time is specified by law. This requirement also applies to all lower-tier subcontractors and suppliers and must be incorporated in all subcontracts. If the Local Government fails to comply with this Article, TxDOT may withhold payments and suspend work until the subcontractors and suppliers are paid. The Local Government is authorized to submit requests for reimbursement no more frequently than monthly and no later than ninety (90) days after costs are incurred.

#### **Article 8. Basis for Calculating Reimbursement Costs**

TxDOT will reimburse the Local Government for actual costs incurred in carrying out the services authorized in Attachment A-1, Scope of Services, subject to the cost categories and estimated costs set forth in Attachment B-1, Budget. TxDOT shall compensate the Local Government for only those eligible expenses incurred during this contract that are directly attributable to the completed portion of the work covered by this contract, provided that the work has been completed in a manner satisfactory and acceptable to TxDOT. The Local Government shall not incur or be reimbursed for any new obligations after the effective date of termination. The Local Government shall bill TxDOT for actual travel expenses, not to exceed the limits reimbursable under state law. Out-of-state or out-of-country travel by the Local Government requires prior approval by TxDOT.

#### **Article 9. Gratuities**

Any person who is doing business with or who reasonably speaking may do business with TxDOT under this contract may not make any offer of benefits, gifts, or favors to employees of TxDOT.

#### **Article 10. Conflict of Interest**

The Local Government shall not assign an employee to a project if the employee:

- A. owns an interest in or is an officer or employee of a business entity that has or may have a contract with the state relating to the project;
- B. has a direct or indirect financial interest in the outcome of the project;
- C. has performed services regarding the subject matter of the project for an entity that has a direct or indirect financial interest in the outcome of the project or that has or may have a contract with TxDOT; or
- D. is a current part-time or full-time employee of TxDOT.

#### **Article 11. Local Government Resources**

All employees of the Local Government shall have adequate knowledge and experience to enable them to perform the duties assigned to them. The Local Government certifies that it currently has adequate qualified personnel in its employment to perform the work required under this contract or will be able to obtain adequate qualified personnel from sources other than TxDOT. On receipt of written notice from TxDOT detailing supporting factors and evidence, the Local Government shall remove from the project any employee of the Local Government who is incompetent or whose conduct becomes detrimental to the work. Unless otherwise specified, the Local Government shall furnish all equipment, materials, supplies, and other resources required to perform the work.

#### **Article 12. Assignment Subcontracts**

A subcontract may not be executed by the Local Government without prior written authorization by TxDOT. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this contract. No subcontract will relieve the Local Government of its responsibility under this contract. Neither party shall assign any interest in this agreement.

#### **Article 13. Responsibilities of the Parties**

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

#### **Article 14. Disputes**

The Local Government shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services. TxDOT shall be responsible for the settlement of any dispute concerning this contract unless the dispute involves a subcontract.

#### **Article 15. No Assignment**

Neither party shall assign, sublet, or transfer any interest in this agreement.

#### **Article 16. Remedies**

This agreement shall not be considered as specifying the exclusive remedy for any default, but either party may avail itself of any remedy existing at law or in equity, and all remedies shall be cumulative.

#### **Article 17. License for TxDOT Logo Use**

- A. Grant of License; Limitations:** The Local Government is granted a limited revocable non-exclusive license to use the registered TxDOT trademark logo (TxDOT Flying "T") on any deliverables prepared under this contract that are the property of the State. The Local Government may not make any use of the registered TxDOT trademark logo on any other materials or documents unless it first submits that request in writing to the State and receives approval for the proposed use. The Local Government agrees that it shall not alter, modify, dilute, or otherwise misuse the registered TxDOT trademark logo or bring it into disrepute.
- B. Notice of Registration Required:** The Local Government's use of the Flying "T" under this article shall be followed by the capital letter R enclosed within a circle (®) that gives notice that the Flying "T" is registered in the United States Patent and Trademark Office (USPTO).
- C. No Assignment or Sublicense:** The Local Government may not assign or sublicense the rights granted by this article without the prior written consent of the State.
- D. Term of License:** The license granted to the Local Government by this article shall terminate at the end of the term specified by this contract.

#### **Article 18. Records and Ownership**

- A.** The Local Government agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs at its office during the contract period and for four years from the date of final payment under the contract. These materials shall be made available for inspection and copying by TxDOT, by the State Auditor's Office, and by their authorized representatives. If the contract is federally funded, these materials shall also be made available for inspection and copying by the U.S. Department of Transportation and by the Office of the Inspector General.
- B.** After completion or termination of this contract, all documents prepared by the Local Government or furnished to the Local Government by TxDOT shall be delivered to and become the property of TxDOT. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, on request, to TxDOT without restriction or limitation of further use.
- C.** TxDOT shall own all title to, all interests in, all rights to, and all intellectual property (including copyrights, trade and service marks, trade secrets, and patentable devices or methods) arising from or developed under this contract.
- D.** Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by the Local Government or its subcontractors under this contract with TxDOT funds shall be owned by TxDOT and will be delivered to TxDOT at the time the contract is completed or terminated.
- E.** The State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of

funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

#### **Article 19. Reference to Costs Principles and Circulars**

Reimbursement with state or federal funds will be limited to costs determined to be reasonable and allowable under cost principles established in OMB Circular A-21, "Cost Principles for Educational Institutions," or 2 CFR 200. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.

#### **Article 20. Equal Employment Opportunity**

The Local Government agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulations, 41 CFR Part 60. The Local Government agrees to consider minority universities for subcontracts when the opportunity exists. The Local Government warrants that it has developed and has on file appropriate affirmative action programs as required by applicable rules and regulations of the Secretary of Labor.

#### **Article 21. Civil Rights Compliance**

**Compliance with Regulations:** The Local Government will comply with the Acts and the Regulations relative to **Nondiscrimination** in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

**Nondiscrimination:** The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

**Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

**Information and Reports:** The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**Sanctions for Noncompliance:** In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the Local Government under the contract until the Local Government complies and/or



b. cancelling, terminating, or suspending of the contract, in whole or in part.

Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

## **Article 22. Noncollusion**

The Local Government warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Local Government, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. If the Local Government breaches or violates this warranty, the Texas Department of Transportation shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

## **Article 23. Lobbying Certification**

In executing this agreement, each signatory certifies that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This statement is a material representation of fact upon which reliance was placed when this agreement was made or entered into. Submission of this statement is a prerequisite for making or entering into this agreement imposed by Title 31 U.S.C. §1352. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

By executing this agreement, the parties affirm this lobbying certification with respect to the Project and affirm this certification of the material representation of facts upon which reliance will be made.

#### **Article 24. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. After receiving a written request from TxDOT, the Local Government shall furnish TxDOT with satisfactory proof of its compliance with this Article.

#### **Article 25. Signatory Warranty**

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

#### **Article 26. Notices**

All notices to either party shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to that party at the following address:

<b>Local Government:</b>	Central Texas Regional Mobility Authority Assistant Director of Engineering - Maintenance 3300 N. IH-35, Suite 300 Austin, Texas 78705
<b>TxDOT:</b>	Director of Contract Services Office Texas Department of Transportation 125 E. 11 <sup>th</sup> Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

#### **Article 27. Pertinent Non-Discrimination Authorities**

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27. Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

- E. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- F. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- G. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- H. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- I. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- J. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- K. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

**ATTACHMENT D-1**

**Resolution or Ordinance**

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

**RESOLUTION NO. 25-0XX**

**APPROVING AN INTERLOCAL AGREEMENT AMENDMENT WITH THE  
TEXAS DEPARTMENT OF TRANSPORTATION FOR ROUTINE MAINTENANCE  
SERVICES ON TEXAS DEPARTMENT OF TRANSPORTATION RIGHT OF WAY  
ADJACENT TO MOBILITY AUTHORITY FACILITIES**

WHEREAS, by Resolution No. 20-033 dated May 27, 2020, the Board of Directors approved an interlocal agreement with the Texas Department of Transportation (TxDOT) for routine maintenance services on TxDOT right of way adjacent to Central Texas Regional Mobility Authority (Mobility Authority) facilities; and

WHEREAS, by Resolution No. 23-024 dated June 26, 2023, the Board of Directors approved an amendment to the completion contract with Roy Jorgensen Associates, Inc. to provide maintenance services on Mobility Authority roadways and related facilities; and

WHEREAS, TxDOT desires to continue with the Mobility Authority to provide routine maintenance services on TxDOT right-of-way adjacent to Mobility Authority facilities through the Mobility Authority's performance-based maintenance contract with Roy Jorgensen Associates, Inc.; and

WHEREAS, the Executive Director has negotiated a proposed interlocal agreement amendment with TxDOT for these routine maintenance services, including up to \$20,361,845.29 in payments by TxDOT for its share of the routine maintenance services to be provided through June 30, 2028.; and

WHEREAS, the Executive Director recommends that the Board approve the proposed interlocal agreement amendment with TxDOT for routine maintenance services on TxDOT right-of-way in the form or substantially the same form as is attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board hereby approves the proposed interlocal agreement amendment with TxDOT for routine maintenance services on TxDOT right-of-way adjacent to Mobility Authority facilities, and authorizes the Executive Director to finalize and execute the interlocal agreement on behalf of the Mobility Authority in the form or substantially the same form as Exhibit A hereto.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28<sup>th</sup> day of May 2025.

Submitted and reviewed by:

Approved:

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James M. Bass  
Executive Director

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

**Exhibit A**



June 25, 2025  
AGENDA ITEM #17

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Discuss and consider adopting  
criteria for evaluating participation in  
potential pedestrian and/or bicycle  
facility projects

Strategic Plan Relevance:	Stewardship
Department:	Engineering
Contact:	James Bass, Executive Director Mike Sexton, Director of Engineering
Associated Costs:	None
Funding Source:	N/A
Action Requested:	Adopt criteria

**Project Description/Background:** The Mobility Authority is looking to possibly participate in the funding of pedestrian and/or bicycle facilities and is looking for a way to score projects.

The criteria will look at the following elements of proposed projects: Planning, Mobility/Connectivity, Safety, Environmental Impact, and Funding.

**Previous Actions & Brief History of the Program/Project:** None

**Financing:** N/A

**Action requested/Staff Recommendation:** Staff recommends consideration of the adoption of criteria for evaluating Mobility Authority participation in potential pedestrian and/or bicycle facility projects.

**Backup provided:** Draft Resolution  
Criteria – Attachment A

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

**RESOLUTION NO. 25-0XX**

**ADOPTING CRITERIA FOR EVALUATING PARTICIPATION IN POTENTIAL PEDESTRIAN  
AND/OR BICYCLE FACILITY PROJECTS**

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

WHEREAS, the Mobility Authority Board of Directors recognizes the importance of coordinating planning efforts with governmental entities in the jurisdiction of the Mobility Authority; and

WHEREAS, Mobility Authority staff has developed criteria for evaluating financial participation or sponsorship of potential pedestrian and/or bicycle facility projects (the “Pedestrian and Bicycle Facility Evaluation Criteria”) in the jurisdiction of the Mobility Authority; and

WHEREAS, Mobility Authority staff recommends the adoption of the Pedestrian and Bicycle Facility Evaluation Criteria, attached hereto as Attachment “A”.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the Pedestrian and Bicycle Facility Evaluation Criteria attached hereto as Attachment “A” and authorizes the Executive Director to use the criteria to evaluate proposed projects and provide recommendations to the Board of Directors.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25<sup>th</sup> day of June 2025.

Submitted and reviewed by:

Approved:

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James M. Bass  
Executive Director

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Nikelle Meade  
Vice Chair, Board of Directors

## **Attachment A**

### **Pedestrian and Bicycle Facility Evaluation Criteria**

#### **Performance Based Evaluation**

The process has been designed to be an objective evaluation that emphasizes performance-based, results-driven outcomes. Projects will be selected based on objective criteria and analysis that demonstrate the direct, measurable impacts of a project. Project evaluations require robust information to support the project applications and evaluation process. The supporting information will be thoroughly evaluated to ensure that only accurate, verifiable data is considered.

#### **Overview**

Projects like shared-use paths are eligible, particularly those that improve safety and connectivity. Initially projects are screened based on eligibility requirements before being assessed for readiness to determine that the project has been developed appropriately, and to the extent necessary, to ensure successful implementation should the project be selected for funding participation or sponsorship. Projects that successfully pass through this step will then be evaluated using the project selection criteria that includes an evaluation of planning factors. Projects will be recommended based on the resulting score ranking and funding availability.

#### **Readiness Overview**

Readiness will assess projects based on the project development process and the resulting schedule for utilizing funding as it is critical to ensure that projects have completed the necessary steps to move forward in a timely manner. The end goal of the readiness assessment is to ensure, to the highest degree practicable, that projects moved forward into the evaluation process can be implemented as presented in the application should they be selected for funding.

Each project's unique development process will be considered in context; however, all projects should exhibit a thorough, iterative, and data-driven approach to development that ensures successful implementation. For the readiness evaluation, sponsors will provide a brief narrative summary of the project progress regarding the applicable development phase and include all relevant supporting materials for verification.

#### **Location Requirements**

The majority of a project must be located within the service area of the Mobility Authority.



## Entity Eligibility

- a) For Participation: in order for the Mobility Authority to financially participate in a project the sponsoring entity must be a Governmental Entity as defined by Section 370.003, Transportation Code.
- b) For Sponsorship: the Mobility Authority may choose to sponsor a project of a Governmental Entity or any other entity through mutual agreement. This process in no way shall limit the ability of the Mobility Authority to independently pursue such projects.

## Project Selection Criteria

Criteria	Performance Measure	Max Value
Planning	The project has undergone a comprehensive planning process or is identified as a priority in a local or regional transportation plan.	10
Mobility/ Connectivity	Project removes a barrier or provides a connection to an existing Mobility Authority Shared Use Path (SUP) that did not exist previously.	20
	Project connects to existing facilities such as schools, community facilities, residential, employment centers, etc.	10
	Project directly links to a public transportation connection or is within - 0.25 miles or less (20) - 0.26 to 0.50 miles (15) - demonstrates potential for an identified future connection (5)	20
Safety	Project improves pedestrian and/or cyclist safety and security.	10
Environmental Impact	Project has incorporated measures that reduce, minimize, or avoid negative impacts to the environment or cultural resources.	10
Funding	Other identified/secured financial participants - each 5% of project (2)	20

### Planning

Projects should be identified in locally or regionally adopted plans, including city or county thoroughfare plans, city comprehensive plans, or CAMPO documents including the long-range Regional Transportation Plan (RTP). Provide the name of the plan(s) in which the project is included, its date of adoption or approval, and include any additional identifying information which may be needed to locate the project.

### Mobility/Connectivity

Project provides new connections or connections to Mobility Authority SUPs that increase access connectivity and reduce the functional network distance between two points for non-auto transportation. Project allows users to travel between points faster or overcome a barrier such as a river, roadway, or elevation change. Provide the distance of the shortest, safe alternative route compared to the distance with the project.

### Connectivity

Provide list of existing school, community facilities, residential cluster, neighborhood, or employment center name along the project alignment (directly affected) and that would peripherally benefit from the project (within 0.25 mile).

List public transportation service or station served within 0.25 miles, or 0.5 miles. Provide map or other visual image such as an aerial screen capture with supporting measurement, along with graphical location of the public transportation route, service or station noted. Physical barriers, such as water crossing, fence, or building, should be avoided in measurement. Identified planned future transit improvements should be noted, with reference to the plan or estimated service start date.

### Safety

Project provides additional separation from travel lanes, illumination, all-weather surface treatment. Project demonstrably serves both pedestrians and cyclists or separates the two modes through its implementation in a way that similar projects have documented safety improvement.

### *Environmental Impacts*

Demonstrate that environmental factors have been identified and that all necessary measures to protect and enhance the environment and cultural resources have been taken into consideration and incorporated into the project. Supporting documentation for this effort include environmental studies, technical reports, permits and resulting design elements.

### Funding

Describe how much funding other entities have committed for the project. Provide documentation that demonstrates the committed funding for the project.



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

June 25, 2025  
**AGENDA ITEM #18**

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Project Updates

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

**Project Description/Background:**

Projects under construction:

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

**Backup provided:** None



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

June 25, 2025  
**AGENDA ITEM #19**

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Executive Director Board Report

Strategic Plan Relevance:	Stewardship, Collaboration, Innovation, Service & Safety
Department:	Executive
Contact:	James M. Bass, Executive Director
Associated Costs:	N/A
Funding Source:	N/A
Action Requested:	Briefing and Board Discussion Only

**Project Description/Background:**

Executive Director Report.

- A. Recent agency staff activities.
- B. Agency performance metrics.

**Backup provided:**           None



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

June 25, 2025  
**AGENDA ITEM #20**

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Executive Session

**Executive Session:**

Discuss offers for early termination of existing business tenant leases at the recently acquired Mobility Authority headquarters building, pursuant to §551.071 (Consultation with Attorney) and §551.072 (Deliberation Regarding Real Property; Closed Meeting).



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

June 25, 2025  
**AGENDA ITEM #21**

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Executive Session

**Executive Session:**

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



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

June 25, 2025  
AGENDA ITEM #22

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Executive Session

**Executive Session:**

Discuss legal issues related to the development of the MoPac South Project, as authorized by §551.071 (Consultation with Attorney).



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

June 25, 2025  
**AGENDA ITEM #23**

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Executive Session

**Executive Session:**

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





CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

June 25, 2025  
AGENDA ITEM #24

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Executive Session

*Executive Session:*

Discuss personnel matters related to the executive director's employment agreement, as authorized by §551.074 (Personnel Matters).



June 25, 2025  
AGENDA ITEM #25

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Authorizing the Executive Director  
and Executive Committee to take all  
actions necessary to terminate  
existing business tenant leases at the  
Mobility Authority's new  
headquarters building

Strategic Plan Relevance:	Stewardship
Department:	Executive
Contact:	James M. Bass, Executive Director
Associated Costs:	To be determined
Funding Source:	FY 2025 Operating and Capital Budget
Action Requested:	Consider and act on draft resolution

**Project Description/Background:** The Central Texas Regional Mobility Authority (CTRMA or the Authority) has purchased a long-term real estate solution for the organization via the acquisition of a freestanding office building within the Austin metropolitan area. CTRMA completed the property purchase in December 2024. Upon securing ownership, the Authority has provided for certain ongoing maintenance activities consistent with the prudent ownership of a freestanding office building, including engaging a property manager. To commence the redesign of the property to facilitate occupancy by staff and to serve as a Board meeting location, the Board expanded the December 18, 2024, resolution to provide for the procurement of architectural services. An architectural firm has been engaged, and the redesign process has commenced.

At the time of the building purchase, there were three suites that were leased to third parties. Since the purchase, one lease has terminated, and two leases remain in effect. One of the leased spaces is in a location that is desirable for a future Board meeting room. It would benefit the Authority to negotiate an early termination of that lease, thereby avoiding incremental costs associated with a phased approach to retrofit construction. There are also operational benefits to an early termination of the second remaining lease.

To accomplish the negotiation of the proposed early lease terminations expertly and expeditiously, specialized real estate consulting services are warranted. Therefore, including the expected direct costs associated with the early lease terminations and the costs to use of a real estate consultant to negotiate the terminations are recommended as authorized expenses and actions by Executive Director subject to approval by the CTRMA Executive Committee.

**Previous Actions & Brief History of the Program/Project:** Having officed in leased space since its inception, the Authority has considered purchasing or building a new location for the CTRMA headquarters in lieu of leasing as a more long-term economical means for office space. The Executive Director informed the board of the procurement of a real estate consultant service at the June 26, 2023 board meeting. After evaluating several properties, the Authority staff narrowed the search to a property that best meets the organization's future space needs. On June 26, 2024 the Board authorized the Executive Director to pursue all diligence actions necessary to investigate the building contemplated for purchase, including construction integrity and adequacy of the mechanical systems. The purchase of the future CTRMA headquarters was completed on December 30, 2024. The authority to procure architectural services within the scope of the December 18, 2024 resolution was granted by the Board on February 26, 2025.

**Financing:** FY25 Operating and Capital Budget – due to a staff vacancy, funding is available within the Administration department operating budget and funding also remains in the building purchase capital budget allocation to pay for the early lease termination and real estate consulting services costs on the CTRMA headquarters building. Beginning in FY26, the budgets approved by the Board will include items related to the ease termination costs and real estate consulting services authorized under this action item.

**Action requested/Staff Recommendation:** Approve the addition of early lease termination costs and real estate consulting services as authorized costs and activities necessary to occupy, operate, manage and maintain a new headquarters building approved under Resolution No. 24-081, dated December 18, 2024.

**Backup provided:** Draft Resolution

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

**RESOLUTION NO. 25-0XX**

**AUTHORIZING THE EXECUTIVE DIRECTOR AND EXECUTIVE COMMITTEE TO  
TAKE ALL ACTIONS NECESSARY TO TERMINATE EXISTING BUSINESS  
TENANT LEASES AT THE MOBILITY AUTHORITY’S NEW HEADQUARTERS  
BUILDING**

WHEREAS, on December 30, 2024, the Mobility Authority acquired a freestanding office building within the Austin area to serve as the Mobility Authority's headquarters (the “Headquarters Building”); and

WHEREAS, by Resolution No. 24-081, dated December 18, 2024, the Mobility Authority’s Board of Directors (“Board”) (1) authorized the Executive Director to take certain actions associated with occupying and maintaining the Headquarters Building (the “Ownership Responsibilities”), and (2) delegated authority to the Executive Committee to approve certain expenditures and waive provisions of the Policy Code related to procuring services for the Ownership Responsibilities; and

WHEREAS, by Resolution No. 25-007, dated February 26, 2025, the Board approved the addition of architectural services to the Ownership Responsibilities identified in Resolution No. 24-081; and

WHEREAS, in the course of planning the Mobility Authority’s relocation to the Headquarters Building, the Executive Director has determined that the termination of existing business tenant leases and related consulting services (“Lease Termination Responsibilities”) not originally contemplated in Resolution No. 24-081 would be necessary to facilitate a functional workspace and meeting space at the Headquarters Building to the benefit of the Mobility Authority staff and other individuals that may occupy and/or visit the Headquarters Building; and

WHEREAS, the Executive Director requests that the Board approve the addition of the Lease Termination Responsibilities to the Ownership Responsibilities identified in Resolution No. 24-081 and authorize himself and the Executive Committee to treat the Lease Termination Responsibilities in the same manner as the Ownership Responsibilities identified in Resolution No. 24-081; and

WHEREAS, the Executive Director recommends that beginning in FY 2026, the Ownership Responsibilities Costs identified in Resolution No. 24-081 be approved by the Board as a part of the Mobility Authority’s annual budget.

NOW THEREFORE, BE IT RESOLVED that the Board hereby approves the addition of the Lease Termination Responsibilities to the Ownership Responsibilities identified in Resolution No. 24-081; and

BE IT FURTHER RESOLVED that the Board hereby authorizes the Executive Director and the Executive Committee to take the same actions with respect to the Lease Termination Responsibilities for the Headquarters Building as were authorized for the Ownership Responsibilities pursuant to Resolution No. 24-081; and

BE IT FURTHER RESOLVED that the Board hereby approves that, beginning in FY 2026, the Ownership Responsibilities Costs identified in Resolution No. 24-081 be approved by the Board as a part of the Mobility Authority's annual budget.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25<sup>th</sup> day of June 2025.

Submitted and reviewed by:

Approved:

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James M. Bass  
Executive Director

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Nikelle Meade  
Vice Chair, Board of Directors



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

June 25, 2025  
AGENDA ITEM #26

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Adjourn Meeting

Adjourn Board Meeting.