



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

Regular Meeting of the Board of Directors

9:00 a.m.

Wednesday, May 27, 2026

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

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

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

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

AGENDA

No action on the following:

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

Consent Agenda

See Notes at the end of this agenda.

2. Approve the minutes from the April 29, 2026 Regular Board Meeting.
3. Prohibit the operation of certain vehicles on Mobility Authority toll facilities pursuant to the Habitual Violator Program.

4. 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.

Regular Items

Items to discuss, consider, and take appropriate action.

5. Accept the unaudited financial statements for April 2026.
6. Discuss and consider amending Chapter 4, Articles 14, 16, and 17 of the Mobility Authority Policy Code to allow for the selection of one or more vendors through a competitive procurement process.
7. Discuss and consider approving the issuance of a request for proposals for roadside safety patrol services.
8. Discuss and consider approving an agreement with ViaPlus, LLC for transition services related to the Pay By Mail program.

Briefings and Reports

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

9. Executive Director Report.
 - A. Recent agency staff activities.
 - B. Agency roadway performance metrics.
 - C. Marketing activities.
 - D. Preliminary FY 2027 Budget.
 - E. Preliminary FY 2027 Five-year Capital Plan.

Executive Session

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

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

10. Discuss the acquisition of one or more parcels or interests in real property needed for a maintenance yard and related issues, pursuant to §551.072 (Deliberation Regarding Real Property) and §551.071 (Consultation with Attorney).
11. Discuss legal issues related to the development of the Mopac South Project, as authorized by §551.071 (Consultation with Attorney).
12. Discuss legal issues related to claims by or against the Mobility Authority, including claims submitted on the 183A Phase III Project; pending or contemplated litigation and any related settlement offers; or other matters as authorized by §551.071 (Consultation with Attorney).
13. 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).
14. Discuss personnel matters as authorized by §551.074 (Personnel Matters).

Reconvene in Open Session.

Regular Items

Items to discuss, consider, and take appropriate action.

15. Discuss and consider authorizing the Executive Director to take all actions necessary to purchase real property that may serve as a maintenance yard and customer service center for the Mobility Authority.
16. Adjourn meeting.

Notes

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

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

Mobility Authority Board Meeting Agenda
Wednesday, May 27, 2026

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.

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

May 27, 2026
AGENDA ITEM #1

Welcome and opportunity for public
comment

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



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

May 27, 2026
AGENDA ITEM #2

Approve the minutes from the April 29,
2026 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 April 29, 2026 Regular Board Meeting.

Backup provided: Draft minutes for the April 29, 2026 Regular Board Meeting

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

Wednesday, April 29, 2026
9:00 a.m.

This was an in-person meeting. Notice of the meeting was posted on April 24, 2026, 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. Chairman Jenkins, Vice Chair Meade, Board Members David Singleton, David Armbrust, Mike Doss and Ben Thompson were present.

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

<https://mobilityauthority.new.swagit.com/videos/384369>

After noting that a quorum of the Board was present, Chairman Jenkins called the meeting to order at 9:06 a.m. and had each Board Member state their name for the record.

1. Welcome and opportunity for public comment.

Public comment was provided by:

Gerald Daugherty, Former Travis County Commissioner

Gavin Massingill, Mayor of the City of Rollingwood

James Vaughan, Mayor of the City of West Lake Hills

Leila Levinson

Bobbi Levinski, Save Our Springs Alliance

Bill Bunch, Save Our Springs Alliance

Adam Greenfield, Safe Streets Austin

Stephanie Hoffman

Robin McMillion

Amy Patillo

Trammell Cooper

Brent Thomas

Taylor Nkollo, Austin Chamber of Commerce

2. Audit Committee Meeting.

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

Jose Hernandez, Chief Financial Officer, presented and introduced Michelle Buss, Sr. Manager with Crowe LLP.

B. Authorize the engagement of Crowe LLP to provide independent auditing services.

MOTION: Authorize the engagement of Crowe LLP to provide independent auditing services.

RESULT: Approved (Unanimous); 5-0

MOTION: Ben Thompson

SECONDED BY: Mike Doss

AYE: Armbrust, Doss, Jenkins, Singleton, Thompson

ABSTAINED: Meade

NAY: None.

ADOPTED AS: RESOLUTION NO. 26-017

C. Adjourn Audit Committee.

Chairman Jenkins reconvened the regular board meeting.

Consent Agenda

3. Approve the minutes from the March 25, 2026 Regular Board Meeting.

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

ADOPTED AS: RESOLUTION NO. 26-018

5. Approve Amendment No. 2 to the agreement with WSP USA Inc. for general consulting civil engineering services on the 183 North Mobility Project.

ADOPTED AS: RESOLUTION NO. 26-019

MOTION: Approve Item nos. 3 through 4.

RESULT: Approved (Unanimous); 6-0
MOTION: David Singleton
SECONDED BY: Mike Doss
AYE: Armbrust, Doss, Jenkins, Meade, Singleton, Thompson
NAY: None.

Regular Items

6. Accept the unaudited financial statements for March 2026.

Presentation by Jose Hernandez, Chief Financial Officer.

MOTION: Approve the unaudited financial statements for March 2026.
RESULT: Approved (Unanimous); 6-0
MOTION: David Singleton
SECONDED BY: Ben Thompson
AYE: Armbrust, Doss, Jenkins, Meade, Singleton, Thompson
NAY: None.

7. Discuss and consider approving an agreement with EZIOP Entities that allows for interoperability with tolling entities operating on the EZIOP Hub.

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

MOTION: Approve an agreement with EZIOP Entities that allows for interoperability with tolling entities operating on the EZIOP Hub.
RESULT: Approved (Unanimous); 6-0
MOTION: David Singleton
SECONDED BY: Ben Thompson
AYE: Armbrust, Doss, Jenkins, Meade, Singleton, Thompson
NAY: None.

8. Discuss and consider approving an amendment to the Overpass License with Capital Metropolitan Transportation Authority on the 183A Toll required for the ITS duct bank relocation included in the Texas Department of Transportation's 183A General Purpose Lane Project.

Presentation by Mike Sexton, Director of Engineering.

MOTION: Approve an amendment to the Overpass License with Capital Metropolitan Transportation Authority on the 183A Toll required for the ITS duct bank relocation included in the Texas Department of Transportation's 183A General Purpose Lane Project.

RESULT: Approved (Unanimous); 6-0

MOTION: Mike Doss

SECONDED BY: David Singleton

AYE: Armbrust, Doss, Jenkins, Meade, Singleton, Thompson

NAY: None.

Briefings and Reports

9. Executive Director Board Report.

Presentation by James M. Bass, Executive Director.

- A. Recent agency staff activities.
- B. Agency roadway performance metrics.

Executive Session

Chairman Jenkins announced in open session at 10:39 a.m. that the Board would recess the meeting and reconvene in Executive Session to deliberate the following items:

- 10. Discuss the acquisition of one or more parcels or interests in real property needed for a maintenance yard and related issues, pursuant to §551.072 (Deliberation Regarding Real Property) and §551.071 (Consultation with Attorney)
- 11. 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).
- 12. 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).
- 13. Discuss personnel matters as authorized by §551.074 (Personnel Matters).

After completing the executive session, the Board reconvened in open meeting at 12:48 p.m.

Regular Items

Board members David Armbrust and Mike Doss did not return to the dais following Executive Session.

14. Discuss and consider authorizing the Executive Director to take all actions necessary to exercise the Mobility Authority's rights under a Purchase and Sale Agreement, dated effective March 13, 2026, to complete the purchase of the property that may serve as a maintenance yard for the Mobility Authority, including executing and delivering ancillary agreements, affidavits, and other documents required to complete the purchase.

Presentation by James Bass, Executive Director.

MOTION: Authorize the Executive Director to take all actions necessary to exercise the Mobility Authority's rights under a Purchase and Sale Agreement, dated effective March 13, 2026, to complete the purchase of the property that may serve as a maintenance yard for the Mobility Authority, including executing and delivering ancillary agreements, affidavits, and other documents required to complete the purchase.

RESULT: Approved (Unanimous); 4-0

MOTION: Mike Doss

SECONDED BY: Nikelle Meade

AYE: Jenkins, Meade, Singleton, Thompson

NAY: None.

15. Adjourn meeting.

After confirming that no member of the public wished to address Chairman Jenkins declared the meeting adjourned at 12:49 p.m.



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

May 27, 2026
AGENDA ITEM #3

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.

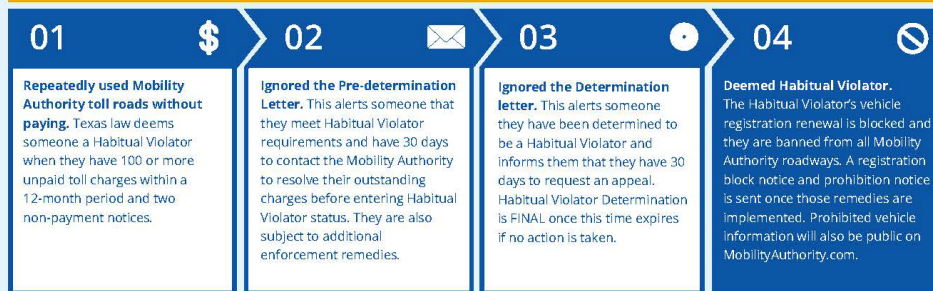
Action requested/Staff Recommendation: Staff affirms that all required steps have been followed and proper notice previously provided to customers determined to be habitual violators. To date, these customers have not appealed this determination or resolved their outstanding balances.

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



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

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

Why is the Mobility Authority pursuing enforcement remedies?

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

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

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

Can someone dispute a toll bill?

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO. 26-0XX

**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; (6) 183 Toll; and (7) 183 Express Lanes.

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 May 27, 2026; 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 27th day of May 2026.

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

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

Exhibit A

LIST OF PROHIBITED VEHICLES

(To be provided at the Board Meeting)



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

May 27, 2026
AGENDA ITEM #4

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 was no legislative session in 2026, 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. 26-0XX

**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, pursuant to Section 201.011(a) of the Mobility Authority Policy Code, Board approval of all financial institutions and qualified brokers authorized to provide investment services and engage in investment transactions with the Mobility Authority is required; 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 27th day of May 2026.

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

Robert W. Jenkins, Jr.
Chairman, 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, 22nd 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 MARCH 25, 2026

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.

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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.

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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

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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

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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

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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

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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.

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CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

May 27, 2026
AGENDA ITEM #5

Accept the financial statements for
April 2026

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 financial statements for April 2026.

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

Financing: N/A

Action requested/Staff Recommendation: Accept the financial statements for April 2026.

Backup provided: Draft Resolution
Draft financial statements for April 2026

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

RESOLUTION NO. 26-0XX

ACCEPT THE UNAUDITED FINANCIAL STATEMENTS FOR APRIL 2026

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 April 2026 and has caused 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 April 2026, attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of May 2026.

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

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

Exhibit A

Central Texas Regional Mobility Authority
System Income Statement
For the Period Ending April 30, 2026

	System Budget Amount FY 2026	System Year to Date	Percent of Budget	System Prior Year to Date
REVENUE				
Operating Revenue				
Toll Revenue	192,853,183	183,470,231	95.13%	137,849,905
Video Tolls	68,167,152	42,105,255	61.77%	48,105,920
Fee Revenue	16,644,065	11,702,561	70.31%	12,639,621
Total Operating Revenue	277,664,400	237,278,047	85.45%	198,595,446
Other Revenue				
Interest Income	35,440,000	24,256,197	68.44%	32,762,901
Grant Revenue	-	-	-	595,467
Miscellaneous Revenue	15,000	3,170	21.13%	14,448
Headquarters Rent Revenue	-	242,229	-	139,640
Other Financing Sources	-	1,813,131	-	-
Gain/Loss on Sale of Asset	-	-	-	12,000
Gain/Loss on Investments	-	275,466	-	-
Unrealized Gain/Loss	-	-	-	123,484
Total Other Revenue	35,455,000	26,590,193	75.00%	33,647,938
TOTAL REVENUE	313,119,400	263,868,240	84.27%	232,243,384

EXPENSES

Salaries and Benefits

Salary Expense - Regular	5,853,330	4,267,579	72.91%	3,534,733
Salary Reserve	80,000	-	-	-
TCDRS	1,261,493	942,777	74.74%	878,653
FICA	301,224	208,059	69.07%	173,856
FICA MED	84,873	61,267	72.19%	50,615
Health Insurance Expense	854,583	570,972	66.81%	420,745
Life Insurance Expense	4,401	3,390	77.04%	2,277
Auto Allowance Expense	10,200	8,628	84.58%	8,245
Other Benefits	300,617	135,258	44.99%	126,305
Unemployment Taxes	7,200	6,412	89.06%	1,827
Total Salaries and Benefits	8,757,921	6,204,343	70.84%	5,197,256

Administrative

Administrative and Office Expenses

Accounting	11,000	8,557	77.79%	7,283
Auditing	187,000	155,915	83.38%	195,713
Financial Advisors	180,000	169,200	94.00%	137,700
Human Resources	100,000	1,579	1.58%	697
Legal	30,000	1,180	3.93%	19,246
IT Services	550,000	267,381	48.61%	301,211
Software Licenses	1,866,000	2,062,682	110.54%	1,619,881
Cell Phones	27,900	21,168	75.87%	18,782

Central Texas Regional Mobility Authority
System Income Statement
For the Period Ending April 30, 2026

	System Budget Amount FY 2026	System Year to Date	Percent of Budget	System Prior Year to Date
Local Telephone Service	2,500	615	24.59%	2,189
Overnight Delivery Services	200	159	79.67%	17
Copy Machine	15,300	11,448	74.82%	12,720
Repair and Maintenance - General	10,000	-	-	-
Meeting Facilities	2,500	-	-	-
Meeting Expense	16,750	14,230	84.96%	10,195
Toll Tag Expense	3,000	495	16.50%	1,804
Parking / Local Ride Share	2,750	184	6.69%	302
Mileage Reimbursement	4,950	1,297	26.21%	951
Insurance Expense	1,601,000	1,114,153	69.59%	803,579
Rent Expense	855,000	333,588	39.02%	681,252
Building Parking	4,000	857	21.43%	2,210
Total Legal Services	473,000	176,315	37.28%	78,700
Total Administrative and Office Expenses	5,942,850	4,341,004	73.05%	3,894,434
Office Supplies				
Books and Publications	4,750	2,980	62.74%	2,980
Office Supplies	7,750	2,729	35.21%	1,578
Miscellaneous Office Equipment	4,500	-	-	-
Computer Supplies	207,600	197,521	95.15%	19,343
Copy Supplies	500	-	-	-
Other Reports - Printing	750	-	-	-
Office Supplies - Printed	5,000	4,404	88.07%	2,394
Postage Expense	1,450	942	64.99%	446
Total Office Supplies	232,300	208,576	89.79%	26,741
Communications and Public Relations				
Print Production	75,000	-	-	-
Website Maintenance	185,000	54,617	29.52%	56,313
Research Services	185,000	-	-	40,581
Communications and Marketing	600,000	308,305	51.38%	208,157
Media Planning and Placement	1,225,000	541,881	44.24%	1,043,925
Direct Mail Production	45,000	15,280	-	-
TV and Video Production	250,000	14,700	5.88%	59,695
Photography	25,000	1,925	7.70%	850
Radio Production	50,000	-	-	-
Other Public Relations	20,000	-	-	13,421
Promotional Items	25,000	21,253	85.01%	11,403

Central Texas Regional Mobility Authority
System Income Statement
For the Period Ending April 30, 2026

	System Budget Amount FY 2026	System Year to Date	Percent of Budget	System Prior Year to Date
Printing	55,000	20	-	2,827
Other Communication Expenses	50,000	23,509	47.02%	29,022
Total Communications and Public Relations	2,790,000	981,490	35.18%	1,466,193
Employee Development				
Subscriptions	750	139	18.53%	139
Agency Memberships	89,850	59,497	66.22%	52,648
Continuing Education	15,000	3,425	22.83%	3,384
Professional Development	32,200	31,053	96.44%	7,944
Other Licenses	3,200	1,066	33.31%	537
Seminars and Conferences	79,100	27,128	34.30%	13,270
Travel	124,500	58,530	47.01%	43,604
Total Employee Development	344,600	180,838	52.48%	121,526
Financing and Banking Fees				
Trustee Fees	65,000	59,000	90.77%	51,500
Bank Fee Expense	12,000	8,815	73.46%	6,085
Continuing Disclosure	-	3,500	-	6,200
Arbitrage Rebate Calculation	17,500	19,800	113.14%	15,400
Rating Agency Expense	50,000	47,500	95.00%	46,000
Total Financing and Banking Fees	144,500	138,615	95.93%	125,185
Total Administrative	9,454,250	5,850,524	61.88%	5,634,080
Operations and Maintenance				
Operations and Maintenance Consulting				
GEC - Trust Indenture Support	1,423,918	651,488	45.75%	825,861
GEC 2.1 Program Funding Support	273,000	270,772	99.18%	183,976
GEC-Toll Ops Support	1,564,803	901,075	57.58%	1,505,664
GEC-Roadway Ops Support	1,723,022	1,143,821	66.38%	821,710
GEC-Technology Support	743,076	609,056	81.96%	419,163
GEC-Public Information Support	250,000	197,434	78.97%	187,107
GEC-General Support	1,839,343	2,435,264	132.40%	1,414,355
General System Consultant	1,977,721	2,323,878	117.50%	1,387,332
Traffic Modeling	121,375	3,428	2.82%	-
Traffic and Revenue Consultant	1,985,000	465,361	23.44%	692,914
Total Operations and Maintenance Consulting	11,901,258	9,001,578	75.64%	7,438,081

Central Texas Regional Mobility Authority
System Income Statement
For the Period Ending April 30, 2026

	System Budget Amount FY 2026	System Year to Date	Percent of Budget	System Prior Year to Date
Roadway Operations and Maintenance				
Roadway Maintenance	4,281,352	2,790,148	65.17%	2,860,532
Landscape Maintenance	3,530,097	2,036,136	57.68%	1,805,577
Maintenance Supplies-Roadway	350,400	122,027	34.83%	55,523
Tools and Equipment Expense	95,000	7,132	7.51%	1,260
Gasoline	30,000	11,524	38.41%	12,525
Repair and Maintenance - Vehicles	10,000	5,459	54.59%	8,741
Natural Gas	-	2,106	-	1,470
Electricity - Roadways	364,125	212,198	58.28%	231,152
Total Roadway Operations and Maintenance	8,660,974	5,186,730	59.89%	4,976,779
Toll Processing and Collection Expense				
Image Processing	1,907,578	2,443,889	128.11%	2,476,217
Tag Collection Fees	15,331,704	12,439,775	81.14%	9,477,864
Court Enforcement Costs	189,080	12,780	6.76%	1,290
PBM Incentive	500,000	-	-	-
Total Processing and Collection Expense	17,928,362	14,896,444	83.09%	11,955,372
Toll Operations Expense				
Generator Fuel	3,000	2,648	88.26%	523
Fire and Burglar Alarm	500	411	82.24%	411
Refuse	2,900	2,177	75.06%	1,797
Telecommunications	160,000	102,753	64.22%	146,992
Water - Irrigation	9,500	4,975	52.37%	5,902
Electricity	650	-	-	683
ETC Spare Parts Expense	250,000	290,138	116.06%	168,157
Repair and Maintenance Toll Equipment	100,000	199,412	199.41%	420
Law Enforcement	780,037	598,893	76.78%	402,759
ETC Maintenance Contract	6,127,500	4,189,304	68.37%	2,286,418
Transaction Processing Maintenance Contract	2,185,000	1,403,478	64.23%	1,339,302
ETC Toll Management Center System Operation	474,824	378,139	79.64%	447,647
ETC Development	520,000	58,242	11.20%	121,850
ETC Testing	450,000	-	-	-
Total Toll Operations Expense	11,063,911	7,230,571	65.35%	4,922,860
Total Operations and Maintenance	49,554,505	36,315,323	73.28%	29,293,092

Central Texas Regional Mobility Authority
System Income Statement
For the Period Ending April 30, 2026

	System Budget Amount FY 2026	System Year to Date	Percent of Budget	System Prior Year to Date
Other Expenses				
Special Projects and Contingencies				
HERO	1,677,351	1,255,671	74.86%	-
Special Projects	250,000	3,181	-	-
71 Express Interest Expense	1,550,000	1,234,513	79.65%	1,377,465
Customer Relations	10,000	-	-	9,982
Technology Initiatives	75,000	-	-	-
Other Contractual Services	325,000	129,750	39.92%	160,000
Contingency	200,000	-	-	-
Total Special Projects and Contingencies	4,087,351	2,623,116	64.18%	1,547,447
TOTAL OPERATING EXPENSE	71,854,027	50,993,306	70.97%	41,671,875
Income before Non-Cash Expense	241,265,373	212,874,934	88.23%	190,571,510
Non-Cash Expenses				
Amortization Expense				
Amortization Expense - Intangible Software	1,420,000	1,178,219	82.97%	1,181,762
Amortization Expense - RTU Asset - Leases	429,000	428,960	99.99%	428,960
Amortization Expense - Refundings	7,500,000	5,569,955	74.27%	5,636,134
Total Amortization Expense	9,349,000	7,177,134	76.77%	7,246,856
Depreciation Expense				
Depreciation Expense - Equipment	4,400	21,701	493.20%	-
Depreciation Expense - Autos and Trucks	21,000	11,503	54.78%	18,329
Depreciation Expense - Building and Toll Facility	177,000	147,290	83.21%	147,290
Depreciation Expense - Highways and Bridges	55,000,000	45,867,063	83.39%	39,585,444
Depreciation Expense - Toll Equipment	3,700,000	3,223,386	87.12%	2,835,060
Depreciation Expense - Signs	823,000	532,836	64.74%	713,919
Depreciation Expense - Land Improvements	543,000	451,936	83.23%	451,936
Total Depreciation Expense	60,268,400	50,255,716	83.39%	43,751,977
Pension & OPEB Adjustments Expense	-	-	-	61,950
TOTAL NON-CASH EXPENSE	69,617,400	57,432,850	82.50%	51,060,784
Operating Income	171,647,973	155,442,084	90.56%	139,510,726
Non-Operating Expenses				
Undeveloped Projects/Non Capital Assets	-	-	-	7,512,675
Bond Issuance Expense	-	2,513,349	-	-
Miscellaneous Adjustments	-	33	-	-
Interest Expense - Debt Obligations	97,658,977	59,611,310	61.04%	73,831,170
Interest Expense - Right to Use Assets	6,200	6,196	-	-
Arbitrage Expense	-	309,411	-	-
Headquarters Expenses	512,080	399,332	77.98%	132,114
Community Initiatives	600,000	25,258	4.21%	211,791
Total Non-Operating Expenses	98,777,257	62,864,887	63.64%	81,687,751
TOTAL EXPENSES	240,248,684	171,291,043	71.30%	174,420,409
Net Income	72,870,716	92,577,197	127.04%	57,822,975

Central Texas Regional Mobility Authority
MoPac Income Statement
For the Period Ending April 30, 2026

	MoPac Budget Amount FY 2026	MoPac Year to Date	Percent of Budget	MoPac Prior Year to Date
REVENUE				
Operating Revenue				
Toll Revenue	17,746,117	20,785,369	117.13%	14,176,187
Video Tolls	5,422,828	4,114,348	75.87%	4,205,255
Fee Revenue	518,855	358,302	69.06%	476,216
Total Operating Revenue	23,687,800	25,258,020	106.63%	18,857,657
Other Revenue				
Interest Income	560,000	861,998	153.93%	878,630
Total Other Revenue	560,000	861,998	153.93%	878,630
TOTAL REVENUE	24,247,800	26,120,018	107.72%	19,736,288
EXPENSES				
Administrative				
Administrative and Office Expenses				
Software Licenses	92,500	-	-	-
Total Administrative and Office Expenses	92,500	-	-	3,600
Total Administrative	92,500	486	0.52%	3,663
Operations and Maintenance				
Operations and Maintenance Consulting				
GEC - Trust Indenture Support	50,735	233,758	460.74%	302,711
GEC 2.1 Program Funding Support	27,000	58,277	215.84%	52,105
GEC-Toll Ops Support	86,553	39,801	45.98%	79,598
GEC-Roadway Ops Support	138,978	252,872	181.95%	263,655
GEC-Technology Support	39,224	140,760	358.86%	115,971
GEC-General Support	306,557	223,555	72.92%	195,599
General System Consultant	108,279	141,441	130.63%	93,694
Traffic Modeling	3,625	686	18.91%	-
Traffic and Revenue Consultant	-	214,812	-	8,054
Total Operations and Maintenance Consulting	760,951	1,305,961	171.62%	1,111,387
Roadway Operations and Maintenance				
Roadway Maintenance	606,036	326,079	53.81%	696,908
Landscape Maintenance	427,411	320,127	74.90%	285,030
Maintenance Supplies-Roadway	49,600	23,710	47.80%	13,765
Natural Gas	10,000	7,499	74.99%	6,833
Electricity - Roadways	10,875	18,983	174.55%	18,868
Total Roadway Operations and Maintenance	1,103,922	696,398	63.08%	1,021,403

Central Texas Regional Mobility Authority
MoPac Income Statement
For the Period Ending April 30, 2026

	MoPac Budget Amount FY 2026	MoPac Year to Date	Percent of Budget	MoPac Prior Year to Date
Toll Processing and Collection Expense				
Image Processing	143,382	102,072	71.19%	-
Tag Collection Fees	1,230,770	925,769	75.22%	689,723
Court Enforcement Costs	10,920	-	-	-
Total Processing and Collection Expense	1,385,072	1,027,841	74.21%	689,723
Toll Operations Expense				
Telecommunications	-	841	-	12,131
Water - Irrigation	-	1,831	-	1,407
Law Enforcement	44,963	-	-	-
ETC Maintenance Contract	322,500	126,870	39.34%	407,548
Transaction Processing Maintenance Contract	115,000	79,722	69.32%	85,698
ETC Toll Management Center System Operation	12,176	30,501	250.50%	52,610
Total Toll Operations Expense	494,639	239,764	48.47%	559,394
Total Operations and Maintenance	3,744,584	3,269,964	87.33%	3,381,908
Other Expenses				
Special Projects and Contingencies				
HERO	96,873	166,694	172.08%	172,003
Total Special Projects and Contingencies	96,873	166,694	172.08%	172,003
TOTAL OPERATING EXPENSE	3,933,957	3,437,144	87.37%	3,557,573
Income before Non-Cash Expense	20,313,843	22,682,874	111.66%	16,178,714
Non-Cash Expenses				
Amortization Expense				
Amortization Expense - Intangible Software	32,000	14,160	44.25%	28,368
Total Amortization Expense	32,000	14,160	44.25%	28,368
Depreciation Expense				
Depreciation Expense - Highways and Bridges	5,500,000	4,554,152	82.80%	4,554,152
Depreciation Expense - Toll Equipment	440,000	365,656	83.10%	365,656
Depreciation Expense - Signs	29,000	23,792	82.04%	23,792
Total Depreciation Expense	5,969,000	4,943,600	82.82%	4,943,600
TOTAL NON-CASH EXPENSE	6,001,000	4,957,761	82.62%	4,971,968
Operating Income	14,312,843	17,725,113	123.84%	11,206,746
Non-Operating Expenses				
Undeveloped Projects/Non Capital Assets	-	-	-	3,134,808
Interest Expense - Debt Obligations	702,389	567,603	80.81%	605,280
CAMPO RIF Payment	10,000,000	10,000,000	100.00%	10,000,000
Total Non-Operating Expenses	10,702,389	10,567,603	98.74%	13,740,088
TOTAL EXPENSES	20,637,346	18,962,507	91.88%	22,269,630
Net Income	3,610,454	7,157,510	198.24%	(2,533,342)

Central Texas Regional Mobility Authority
Balance Sheet
as of April 30, 2026

	System as of 4/30/26	MoPac as of 4/30/26	Consolidated as of 4/30/26	Consolidated as of 4/30/25
ASSETS				
Current Assets				
Cash				
Regions Operating Account	348,483	-	348,483	301,632
Cash in TexStar	863,304	-	863,304	2,818,090
Regions Payroll Account	186,450	-	186,450	349,307
Restricted Cash				
Goldman Sachs	704,873,806	-	704,873,806	289,588,816
Restricted Cash - TexSTAR	28,226,028	-	28,226,028	26,853,531
Treasury SLGS	85,042,419	-	85,042,419	218,318,689
Non-System Cash				
MoPac Operating Account	-	5,264	5,264	6,223
MoPac - Goldman Sachs	-	35,251,773	35,251,773	25,771,509
Headquarters Operating Account	3,357	-	3,357	3,357
Headquarters Security Deposits	-	-	-	28,898
Headquarters Property Management	99,474	-	99,474	7,796
Total Cash and Cash Equivalents	819,643,322	35,257,038	854,900,360	564,047,848
Accounts Receivables				
Accounts Receivable - Net	11,844,276	1,369,635	13,213,911	7,008,871
Due From Other Agencies	372,638	-	372,638	742,531
Due From NTTA	3,778,587	-	3,778,587	2,632,037
Due From HCTRA	18,583,474	-	18,583,474	15,503,447
Due From TxDOT	3,411,095	155,120	3,566,216	645,134
Due From Other Funds	-	2,734,115	2,734,115	2,807,765
Interest Receivable	1,026,008	-	1,026,008	1,003,180
Total Receivables	39,016,079	4,258,870	43,274,949	30,342,964
Short Term Investments				
Treasuries	164,766,888	-	164,766,888	83,595,006
Agencies	105,000,000	-	105,000,000	140,000,000
Total Short Term Investments	269,766,888	-	269,766,888	223,595,006
Total Current Assets	1,128,426,289	39,515,908	1,167,942,196	817,985,818
Capital Assets				
Non-Depreciable Assets				
Construction in Progress	82,008,644	3,874,153	85,882,796	412,077,647
Land	972,235	-	972,235	972,235
Right of Way	88,149,606	-	88,149,606	88,149,606

Central Texas Regional Mobility Authority
Balance Sheet
as of April 30, 2026

	System as of 4/30/26	MoPac as of 4/30/26	Consolidated as of 4/30/26	Consolidated as of 4/30/25
Depreciable Assets - Net Depreciation and Amortization				
Equipment	104,164	-	104,164	-
Autos and Trucks	80,729	-	80,729	72,462
Buildings and Toll Facilities	3,729,175	-	3,729,175	3,905,923
Highways and Bridges	2,073,990,334	176,736,566	2,250,726,900	1,852,298,019
Toll Equipment	23,646,102	1,024,796	24,670,898	27,022,310
Signs	9,939,462	142,933	10,082,395	10,752,696
Land Improvements	3,750,170	-	3,750,170	4,292,494
Intangible Assets				
Intangible Software	3,295,086	39,602	3,334,688	4,765,543
Right to Use Assets				
Leases	-	-	-	514,752
Total Capital Assets	2,289,665,708	181,818,050	2,471,483,758	2,404,823,687
Other Assets				
Intangible Assets-Net	136,944,776	-	136,944,776	157,099,241
Prepaid Insurance	592,864	-	592,864	411,611
Deferred Outflows (Pension & OPEB related)	2,023,955	-	2,023,955	2,401,929
Total Other Assets	139,561,595	-	139,561,595	159,912,781
Total Assets	3,557,653,592	221,333,958	3,778,987,549	3,382,722,286
LIABILITIES				
Current Liabilities				
Accounts Payable	8,515,954	335,622	8,851,577	5,202,276
Headquarters Security Deposits Payable	-	-	-	28,897
Interest Payable	25,946,319	224,806	26,171,124	26,984,603
Due to Other Funds	2,734,115	-	2,734,115	2,807,764
Deferred Compensation Payable	6,392	-	6,392	-
TCDRS Payable	113,142	-	113,142	90,749
Medical Reimbursement Payable	90	-	90	-
Due to other Agencies	8,457	-	8,457	13,688
Due to HCTRA	1,191,156	-	1,191,156	1,027,817
71E TxDOT Obligation - Short Term	329,708	-	329,708	374,560
Total Current Liabilities	38,845,332	560,428	39,405,760	36,530,355
Long Term Liabilities				
Compensated Absences	864,323	-	864,323	222,277
Right to Use Obligations - Lease	-	-	-	949,904
Deferred Inflows (Pension & OPEB related)	1,060,679	-	1,060,679	1,210,692
Pension & OPEB Liability	1,618,061	-	1,618,061	2,033,164
Long Term Payables	3,543,063	-	3,543,063	4,416,037

Central Texas Regional Mobility Authority
Balance Sheet
as of April 30, 2026

	System as of 4/30/26	MoPac as of 4/30/26	Consolidated as of 4/30/26	Consolidated as of 4/30/25
Bonds Payable				
Senior Lien Revenue Bonds:				
Senior Lien Revenue Bonds 2010	95,538,778	-	95,538,778	104,859,287
Senior Lien Revenue Bonds 2011	-	-	-	6,985,739
Senior Lien Revenue Bonds 2015	-	-	-	9,000,000
Senior Lien Refunding Revenue Bonds 2016	28,090,000	-	28,090,000	42,940,000
Senior Lien Revenue Bonds 2018	42,300,000	-	42,300,000	43,345,000
Senior Lien Revenue Bonds 2020A	49,135,000	-	49,135,000	50,265,000
Senior Lien Refunding Bonds 2020B	52,880,000	-	52,880,000	53,610,000
Senior Lien Refunding Bonds 2020C	76,955,000	-	76,955,000	128,105,000
Senior Lien Revenue Bonds 2020E	167,160,000	-	167,160,000	167,160,000
Senior Lien Revenue Bonds 2021B	255,075,000	-	255,075,000	255,075,000
Senior Lien Refunding Bonds 2021D	272,575,000	-	272,575,000	273,125,000
Senior Lien Refunding Bonds 2021E	238,415,000	-	238,415,000	326,360,000
Senior Lien Refunding Bonds 2025A	105,115,000	-	105,115,000	-
Senior Lien Premium 2016 Revenue Bonds	3,943,881	-	3,943,881	5,672,841
Senior Lien Revenue Bond Premium 2018	2,160,341	-	2,160,341	2,401,041
Senior Lien Revenue Bond Premium 2020A	10,369,881	-	10,369,881	10,696,902
Senior Lien Refunding Bond Premium 2020B	9,720,534	-	9,720,534	10,255,609
Senior Lien Revenue Bonds Premium 2020E	19,280,274	-	19,280,274	20,995,660
Senior Lien Revenue Bonds Premium 2021B	50,669,232	-	50,669,232	51,736,040
Senior Lien Refunding Bonds Premium 2021D	41,405,366	-	41,405,366	42,743,960
Senior Lien Refunding Bonds Premium 2025A	10,725,952	-	10,725,952	-
Total Senior Lien Revenue Bonds	1,531,514,238	-	1,531,514,238	1,605,332,079
Sub Lien Revenue Bonds:				
Subordinate Lien Refunding Bonds 2016	-	-	-	66,285,000
Subordinate Lien Refunding Bonds 2020D	37,285,000	-	37,285,000	89,345,000
Subordinate Lien Refunding Bonds 2020G	61,570,000	-	61,570,000	61,570,000
Subordinate Lien Refunding Bonds 2025B	97,470,000	-	97,470,000	-
Subordinate Lien BANs 2021C	244,185,000	-	244,185,000	244,185,000
Subordinate Refunding 2016 Premium/Discount	-	-	-	3,678,738
Subordinate Lien Refunding Bonds Premium 2020G	5,619,661	-	5,619,661	6,023,633
Subordinate Lien BANS 2021C Premium	5,074,451	-	5,074,451	12,686,129
Subordinate Lien Refunding Bonds 2025B Premium	10,788,777	-	10,788,777	-
Total Sub Lien Revenue Bonds	461,992,890	-	461,992,890	483,773,499

Central Texas Regional Mobility Authority
Balance Sheet
as of April 30, 2026

	System as of 4/30/26	MoPac as of 4/30/26	Consolidated as of 4/30/26	Consolidated as of 4/30/25
Other Obligations				
TIFIA Note 2021A - 183S	321,649,414	-	321,649,414	322,354,437
TIFIA Note 2021A - 290E	41,088,581	-	41,088,581	41,088,581
TIFIA Note 2021A - 183A Phase III	106,712,890	-	106,712,890	-
TIFIA Note 2021F - 183N	250,289,625	-	250,289,625	-
71E TxDOT Obligation - Long Term	37,352,789	-	37,352,789	42,432,738
Regions 2022 MoPac Loan	-	21,090,900	21,090,900	22,490,900
Total Other Obligations	757,093,300	21,090,900	778,184,200	428,366,656
Total Long Term Liabilities	2,754,143,491	21,090,900	2,775,234,391	2,521,888,272
Total Liabilities	2,792,988,824	21,651,328	2,814,640,152	2,558,418,627
NET ASSETS				
Net Assets Beginning	672,087,571	192,525,120	864,612,691	769,014,026
Current Year Operations	92,577,197	7,157,510	99,734,707	55,289,633
Total Net Assets	764,664,768	199,682,630	964,347,398	824,303,659
Total Liabilities and Net Assets	3,557,653,592	221,333,958	3,778,987,549	3,382,722,286

Statement of Cash Flows
For the Month Ending April 30, 2026

	System	MoPac	Consolidated Total
Cash flows from operating activities:			
Receipts from toll fees	\$ 247,462,949	\$ 24,044,179	\$ 271,507,128
Receipts from other income	2,075,534	-	2,075,534
Payments to vendors	(81,559,083)	(4,449,009)	(86,008,092)
Payments to employees	(6,218,310)	-	(6,218,310)
Net cash flows provided by operating activities	\$ 161,761,090	\$ 19,595,170	\$ 181,356,260
Cash flows from capital and related financing activities:			
Payments on interest	\$ (70,119,058)	\$ (702,389)	\$ (70,821,447)
Payments on obligations	(78,021,534)	(1,400,000)	(79,421,534)
Proceeds from Other Financing Sources	249,584,603	-	249,584,603
RIF Contribution	-	(10,000,000)	(10,000,000)
Bond Issuance Expense	(2,513,349)	-	(2,513,349)
Payments for capital assets	(48,949,598)	-	(48,949,598)
Payments for construction in progress	(39,519,497)	(1,116,836)	(40,636,333)
Net cash flows used in capital and related financing activities	\$ 10,461,567	\$ (13,219,225)	\$ (2,757,658)
Cash flows from investing activities:			
Interest income	\$ 24,500,351	\$ 861,998	\$ 25,362,349
Purchase of investments	(269,245,948)	-	(269,245,948)
Proceeds from sale or maturity of investments	169,271,260	-	169,271,260
Net cash flows provided by investing activities	\$ (75,474,337)	\$ 861,998	\$ (74,612,339)
Net decrease in cash and cash equivalents	\$ 96,748,320	\$ 7,237,943	\$ 103,986,263
Cash and cash equivalents at beginning of year	722,895,000	28,019,094	750,914,094
Cash and cash equivalents at end of year	\$ 819,643,320	\$ 35,257,037	\$ 854,900,357
Reconciliation of change in net position to net cash provided by operating activities:			
Operating Income	\$ 155,442,084	\$ 17,725,113	\$ 173,167,197
Adjustments to reconcile operating income (loss) to net cash provided by operating activities:			
Depreciation and amortization	57,432,850	4,957,761	62,390,611
Bad Debt	2,621,039	993,906	3,614,945
Gain/Loss fair value investments	(275,466)	-	(275,466)
Changes in assets and liabilities:			-
(Increase)/Decrease accounts receivables and due from other governments	7,563,861	(2,207,747)	5,356,114
Increase in prepaid expenses and other assets	(319,193)	-	(319,193)
Increase/(Decrease) in accounts payable	(36,302,350)	(1,011,865)	(37,314,215)
Increase/(Decrease) in accrued expenses	(24,401,735)	(861,998)	(25,263,733)
Total adjustments	\$ 6,319,006	\$ 1,870,057	\$ 8,189,063
Net cash flows provided by operating activities	\$ 161,761,090	\$ 19,595,170	\$ 181,356,260
Reconciliation of cash and cash equivalents:			
Unrestricted cash and cash equivalents	\$ 254,905,982	\$ 33,197,551	\$ 288,103,533
Restricted cash and cash equivalents: Current	34,462,273	560,428	35,022,701
Restricted cash and cash equivalents: Noncurrent	530,275,065	1,499,058	531,774,123
Total	\$ 819,643,320	\$ 35,257,037	\$ 854,900,357

CTRMA INVESTMENT REPORT
Month Ending April 30, 2026

	Balance 4/1/2026	Accrued Interest	Additions	Cash Transfers	Withdrawals	Balance 4/30/2026	Rate April 2026
Amount in Trustee TexStar							
General Fund	10,883,771.21	32,543.28				10,916,314.49	3.64%
Trustee Operating Fund	12,932,798.45	34,098.34		1,000,000.00		13,966,896.79	3.64%
Renewal and Replacement	8.70					8.70	3.64%
TxDOT Grant Fund	537,675.95	1,607.68				539,283.63	3.64%
Senior Lien Debt Service Reserve Fund	456,992.94	1,366.47				458,359.41	3.64%
2015B Senior Lien 183S Project	413,870.39	1,237.48				415,107.87	3.64%
2015C TIFIA 183S Project Account	822,218.97	2,458.49				824,677.46	3.64%
2018 290E III Senior Lien Project	1,102,084.32	3,295.31				1,105,379.63	3.64%
	27,149,420.93	76,607.05	-	1,000,000.00	-	28,226,027.98	

Amount in TexStar Operating Fund	1,381,748.96	6,555.51		4,000,000.00	4,525,000.00	863,304.47	3.64%
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Goldman Sachs

Operating Fund	6,686,078.32	19,537.70	174,839.29		304,282.29	6,576,173.02	3.54%
Senior Debt Service 2010	2,804,237.47	6,138.31		922,500.00		3,732,875.78	3.54%
2011 Senior Debt Service Account	8,876.53	26.85				8,903.38	3.54%
2013 Senior Debt Service Fund	47,292.54	143.05				47,435.59	3.54%
2013 Sub DSRF	405,512.50	1,226.55			8,472.50	398,266.55	3.54%
2013 Sub DSF	37,220.72	112.58				37,333.30	3.54%
2015 DSA	124,005.51	277.82				124,283.33	3.54%
2015 Series B Senior Project	2,694,394.78	8,162.32			770.00	2,701,787.10	3.54%
2015C TIFIA Project acct	4,204,792.21	61,820.55	412,500.00			4,679,112.76	3.54%
2016 Senior Debt Service Fund	976,559.47	2,953.79				979,513.26	3.54%
2016 Sub Debt Service Fund	1,019,102.65	2,283.22				1,021,385.87	3.54%
2016 Sub Debt Service Reserve Fund	336,710.20	1,018.44				337,728.64	3.54%
2018 290E III Senior Project	4,288,572.86	13,255.18			455,009.33	3,846,818.71	3.54%
2018 Senior Debt Service Fnd 290E III	810,936.25	1,772.11		267,916.67		1,080,625.03	3.54%
2020A Senior Debt Service Account	918,485.77	2,007.05		303,479.17		1,223,971.99	3.54%
2020B Senior Debt Service Fund	837,047.02	1,828.68		276,733.33		1,115,609.03	3.54%
2020C Sr Debt Service Fund	2,151,183.69	4,707.26		708,199.68		2,864,090.63	3.54%
2020D Sub Debt Service Reserve Fund	4,220,096.67	12,763.36				4,232,860.03	3.54%
2020D Sub Debt Service Fund	1,662,735.45	3,865.93		457,829.56		2,124,430.94	3.54%
2020E Senior Debt Service Account	1,640,936.98	3,579.69		544,389.67		2,188,906.34	3.54%
2020E Senior Lien Project	81,371.02	329.47	200,000.00		163,299.46	118,401.03	3.54%
2020E Senior Lien CAP I	455,116.21	1,376.46				456,492.67	3.54%
2020F Sub Debt Service Fund	38,190.85	115.51				38,306.36	3.54%
2020G Debt Service Reserve	4,694,635.24	14,198.56				4,708,833.80	3.54%
2020G Debt Service Acct	642,476.85	1,402.82		212,716.67		856,596.34	3.54%
2021A TIFIA Sub Lien Debt Service Reserve	23,844,514.81	71,891.45		(469,644.00)		23,446,762.26	3.54%

CTRMA INVESTMENT REPORT
Month Ending April 30, 2026

	Balance 4/1/2026	Accrued Interest	Additions	Cash Transfers	Withdrawals	Balance 4/30/2026	Rate April 2026
2021A TIFIA 183S Loan Account	1,939,254.53	4,234.33		642,044.67		2,585,533.53	3.54%
2021A TIFIA Manor Expressway Loan Acct	225,667.22	492.69		74,710.00		300,869.91	3.54%
2021B Senior Debt Service Fund	2,940,458.99	6,408.76		977,811.40		3,924,679.15	3.54%
2021B Senior Cap I DSA	32.77	0.10				32.87	3.54%
2021B Senior Cap I Project	15,708,788.43	47,510.02				15,756,298.45	3.54%
2021B Senior Lien Project	50,522.78	691.68	3,700,000.00		3,604,671.95	146,542.51	3.54%
2021C Sub Lien Cap I Project	1,572.05	4.75				1,576.80	3.54%
2021C Sub Lien Debt Service Fund	3,073,008.06	6,709.78	250,289,625.00			253,369,342.84	3.54%
2021C Sub Lien Project	2,291,518.91	6,930.52				2,298,449.43	3.54%
2021D Senior Debt Service Fund	2,944,549.26	6,430.07		974,604.17		3,925,583.50	3.54%
2021E Senior Debt Service Fund	2,946,486.94	6,701.20		870,165.81		3,823,353.95	3.54%
2025A Senior Debt Service Fund	3,891,673.58	8,478.84		1,295,895.83		5,196,048.25	3.54%
2025B Sub Debt Service Reserve Fund	9,819,530.89	29,701.06				9,849,231.95	3.54%
2025B Sub Debt Service Fund	1,741,485.23	3,794.26		579,875.00		2,325,154.49	3.54%
TxDOT Grant Fund	1,289,367.38	3,899.94				1,293,267.32	3.54%
TxDOT Reimb - US 183N 4th GP Lane Renewal and Replacement Fund	38,942,445.98 19.96	135,742.08 0.02	412,500.00	247,952.00	247,969.67	39,490,688.06 2.31	3.54%
Revenue Fund	1,374,043.15	9,008.08	29,864,222.02	(28,657,822.96)		2,589,450.29	3.54%
General Fund	158,958,332.64	532,620.17		10,598,815.11	1,069,313.49	169,020,454.43	3.54%
Senior Lien Debt Service Reserve Fund	110,682,573.85	334,780.75				111,017,354.60	3.54%
71E Revenue Fund	7,715,368.32	34,852.81	401,988.87	1,023,592.04	163,414.02	9,012,388.02	3.54%
MoPac Revenue Fund	114,593.92	2,489.01	564,655.13	(570,812.55)		110,925.51	3.54%
MoPac General Fund	25,617,930.99	75,044.02		3,137,847.34	55,435.36	28,775,386.99	3.54%
MoPac Operating Fund	4,534,339.67	13,515.62	155,120.47	400,000.00	236,573.31	4,866,402.45	3.54%
MoPac Loan Repayment Fund	1,314,306.18	3,550.65		181,201.39		1,499,058.22	3.54%
	463,748,954.25	1,510,385.92	286,175,450.78	(5,000,000.00)	6,309,211.38	740,125,579.57	

Amount in Fed Agencies and Treasuries

Total in Pools - TxStar	28,531,169.89	83,162.56	-	5,000,000.00	4,525,000.00	29,089,332.45
Total in Goldman Sachs FSGF	463,748,954.25	1,510,385.92	286,175,450.78	(5,000,000.00)	6,309,211.38	740,125,579.57
Total in Treasury SLGS	317,600,000.00	11,927,418.58	-	-	244,485,000.00	85,042,418.58
Total in Fed Agencies and Treasuries	269,766,887.50	-	-	-	-	269,766,887.50
Total Invested	1,079,647,011.64	13,520,967.06	286,175,450.78	-	255,319,211.38	1,124,024,218.10

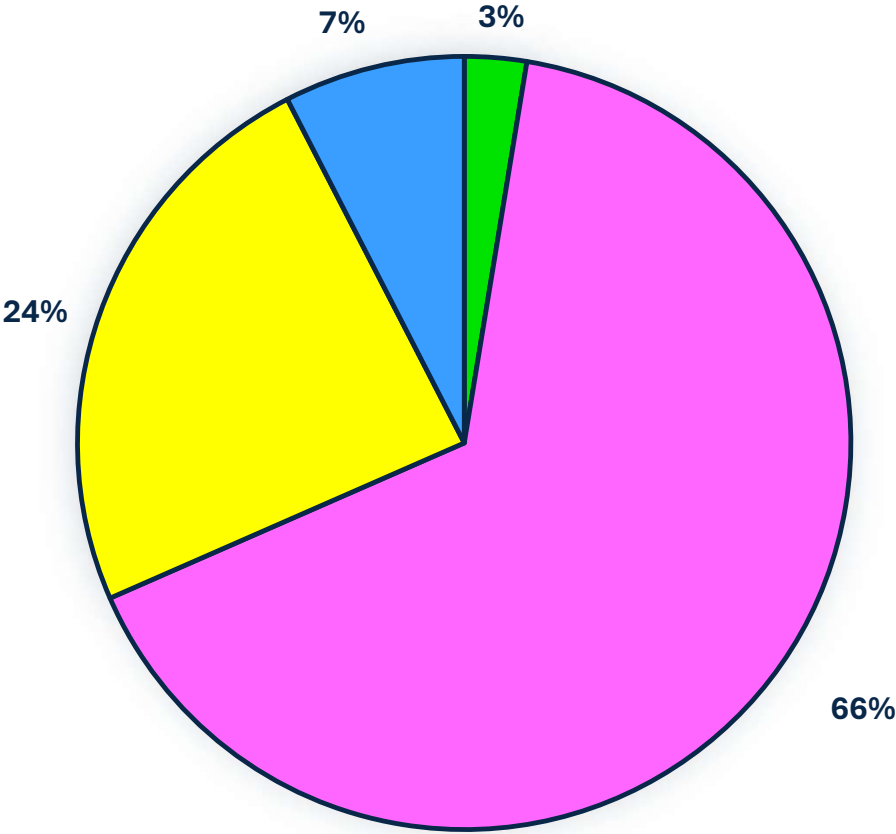
All Investments in the portfolio are in compliance with the CTRMA's Investment policy and the relevant provisions of the Public Funds Investment Act Chapter 2256.023

José Hernández, CFO
Ann Zigmond, Controller

CTRMA INVESTMENT REPORT BY FUND
Month Ending April 30, 2026

Fund	TexSTAR	TexSTAR- Trustee	Goldman Sachs	Agencies / Treasuries / SLGS	Balance
Renewal and Replacement Fund	8.70		2.31		11.01
TxDOT Grant Fund	539,283.63		1,293,267.32	10,000,000.00	11,832,550.95
TxDOT Reimb - US 183N 4th GP Lane			39,490,688.06	20,060,156.25	59,550,844.31
Senior Lien Debt Service Reserve Fund	458,359.41		111,017,354.60		111,475,714.01
Senior Debt Service 2010			3,732,875.78		3,732,875.78
2011 Senior Debt Service Account			8,903.38		8,903.38
2013 Senior Debt Service Fund			47,435.59		47,435.59
2013 Sub DSF			37,333.30		37,333.30
2013 Sub DSRF			398,266.55		398,266.55
2015 DSA			124,283.33		124,283.33
2016 Senior Debt Service Fund			979,513.26		979,513.26
2016 Sub Debt Service Fund			1,021,385.87		1,021,385.87
2016 Sub Debt Service Reserve Fund			337,728.64		337,728.64
Operating Fund	13,966,896.79	863,304.47	6,576,173.02		21,406,374.28
Revenue Fund			2,589,450.29		2,589,450.29
General Fund	10,916,314.49		169,020,454.43	159,785,450.00	339,722,218.92
71E Revenue Fund			9,012,388.02	40,108,000.00	49,120,388.02
MoPac Revenue Fund			110,925.51		110,925.51
MoPac General Fund			28,775,386.99		28,775,386.99
MoPac Operating Fund			4,866,402.45		4,866,402.45
MoPac Loan Repayment Fund			1,499,058.22		1,499,058.22
2015 Series B Senior Project	415,107.87		2,701,787.10		3,116,894.97
2015C TIFIA Project acct	824,677.46		4,679,112.76	39,813,281.25	45,317,071.47
2018 Senior Debt Service Fnd 290E III			1,080,625.03		1,080,625.03
2018 290E III Senior Project	1,105,379.63		3,846,818.71		4,952,198.34
2020A Senior Debt Service Account			1,223,971.99		1,223,971.99
2020B Senior Debt Service Fund			1,115,609.03		1,115,609.03
2020C Sr Debt Service Fund			2,864,090.63		2,864,090.63
2020D Sub Debt Sevice Fund			2,124,430.94		2,124,430.94
2020D Sub Debt Service Reserve Fund			4,232,860.03		4,232,860.03
2020E Senior Lien Project			118,401.03	54,664,752.71	54,783,153.74
2020E Senior Lien CAP I			456,492.67		456,492.67
2020F Sub Debt Service Fund			38,306.36		38,306.36
2020G Debt Service Acct			856,596.34		856,596.34
2020G Debt Service Reserve			4,708,833.80		4,708,833.80
2021A TIFIA Sub Lien Debt Service Reserve			23,446,762.26		23,446,762.26
2021A TIFIA 183S Loan Account			2,585,533.53		2,585,533.53
2021B Senior Cap I Project			15,756,298.45		15,756,298.45
2021B Senior Debt Service Fund			3,924,679.15		3,924,679.15
2021B Senior Lien Project			146,542.51	24,300,905.72	24,447,448.23
2021B Senior Cap I DSA			32.87		32.87
2021C Sub Lien Cap I Project			1,576.80		1,576.80
2021C Sub Lien Project			2,298,449.43	6,076,760.15	8,375,209.58
2021C Sub Lien Debt Service Fund			253,369,342.84		253,369,342.84
2021D Senior Debt Service Fund			3,925,583.50		3,925,583.50
2021E Senior Debt Service Fund			3,823,353.95		3,823,353.95
2025A Senior Debt Service Fund			5,196,048.25		5,196,048.25
2025B Sub Debt Service Fund			2,325,154.49		2,325,154.49
2025B Sub Debt Service Reserve Fund			9,849,231.95		9,849,231.95
2020E Senior Debt Service Account			2,188,906.34		2,188,906.34
2021A TIFIA Manor Expressway Loan Acct			300,869.91		300,869.91
Totals	28,226,027.98	863,304.47	740,125,579.57	354,809,306.08	1,124,024,218.10

CTRMA ALLOCATION OF FUNDS
Month Ending April 30, 2026



- Total in Pools
- Total in Money Market
- Total in Fed Agencies
- Total in SLG's

CTRMA INVESTMENTS
Month Ending April 30, 2026

Fund	Agency	CUSIP #	Yield to		Matures	Market Value	Cost /			Accrued Interest	Interest Earned
			Maturity	Purchased			Book Value	Book Value	Maturity Value		
GENERAL	Treasury	91282CKY6	4.10%	5/20/2025	6/30/2026	20,099,200	20,112,000	20,112,000	20,000,000	360,290	925,000
GENERAL	Treasury	91282CME8	3.80%	7/1/2025	12/31/2026	25,149,500	25,162,000	25,162,000	25,000,000		531,250
GENERAL	Farmer Mac	31424WU91	3.73%	9/10/2025	8/5/2026	24,986,750	25,000,000	25,000,000	25,000,000		362,639
GENERAL	FAMC	31424WU67	3.72%	9/10/2025	9/15/2026	49,972,000	50,000,000	50,000,000	50,000,000		930,000
TXDOTGRANT	FAMC	31424W5C2	3.64%	12/15/2025	12/31/2026	10,000,000	10,000,000	10,000,000	10,000,000		
71E REVENUE	FAMC	31428JBU0	3.54%	2/18/2026	2/23/2027	20,000,000	20,000,000	20,000,000	20,000,000		
71E REVENUE	Treasury	91282CMP3	3.56%	3/6/2026	2/28/2027	20,000,000	20,121,451	20,108,000	20,000,000	121,451	
2015TIFIAP	Treasury	91282CLS8	3.64%	3/10/2026	10/31/2026	20,000,000	20,060,156	20,060,156	20,000,000	296,271	412,500
TXDOT REIM	Treasury	91282CLS8	3.64%	3/10/2026	10/31/2026	20,000,000	20,060,156	20,060,156	20,000,000	296,271	
GENERAL	Treasury	91282CET4	3.68%	3/16/2026	5/31/2027	40,000,000	39,506,250	39,506,250	40,000,000	308,654	
2015TIFIAP	Treasury	91282CET4	3.68%	3/17/2026	5/31/2027	20,000,000	19,753,125	19,753,125	20,000,000	154,327	
Totals						270,207,450	269,775,138	269,761,687	270,000,000	1,537,264	3,161,389

State and Local Government Series (SLGS)
Month Ending April 30, 2026

Fund	Agency	Arbitrage		Purchased Date	Purchase Value	Beginning	Accrued Interest	Withdrawals	End Value
		Yield	Yield						
2021CPROJ	SLGS	1.831%	4.18%	4/23/2024	35,000,000	35,000,000	576,760.15	29,500,000	6,076,760.15
2021BPROJ	SLGS	1.831%	4.18%	4/23/2024	210,000,000	210,000,000	9,450,905.72	195,150,000	24,300,905.72
2020E PRJ	SLGS	1.831%	4.18%	4/1/2025	72,600,000	72,600,000	1,899,752.71	19,835,000	54,664,752.71
Totals					317,600,000	317,600,000	11,927,418.58	244,485,000	85,042,418.58

TexSTAR
MONTHLY NEWSLETTER
APRIL
2026



PERFORMANCE

As of April 30, 2026

Current Invested Balance	\$ 14,100,470,888.05
Weighted Average Maturity (1)	43 Days
Weighted Average Life (2)	103 Days
Net Asset Value	0.999976
Total Number of Participants	1157
Management Fee on Invested Balance	0.06%*
Interest Distributed	\$ 44,015,198.75
Management Fee Collected	\$ 714,173.90
% of Portfolio Invested Beyond 1 Year	8.41%
Standard & Poor's Current Rating	AAAm

April Averages

Average Invested Balance	\$ 14,482,170,605.09
Average Monthly Yield, on a simple basis	3.6378%
Average Weighted Maturity (1)	39 Days
Average Weighted Life (2)	100 Days

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

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

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

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

NEW PARTICIPANTS

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

- * City of Coupland
- * City of Gun Barrel City
- * City of Hale Center
- * City of Sundown
- * Red River Groundwater Conservation District

HOLIDAY REMINDER

In observance of **Memorial Day, TexSTAR will be closed on Monday, May 25, 2026**. All ACH transactions initiated on Friday, May 22nd will settle on Tuesday, May 26th. Notification of any early transaction deadlines on the business day preceding this holiday will be sent by email to the primary contact on file for all TexSTAR participants. Please plan accordingly for your liquidity needs.

ECONOMIC COMMENTARY

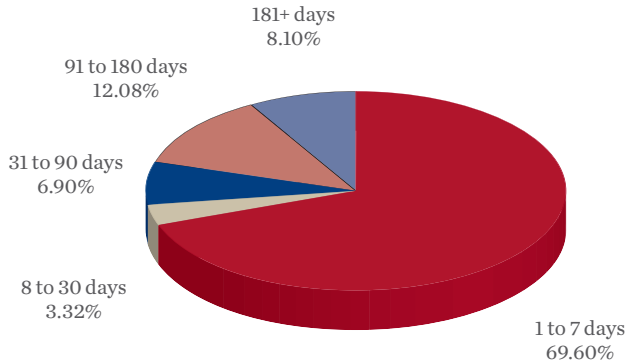
Market review

Geopolitics remained the focal point in April as the U.S.–Iran conflict entered its second month. A tenuous ceasefire reduced direct military activity but left critical issues—including maritime access—unresolved. Iran briefly permitted limited commercial transit through the Strait of Hormuz before tightening restrictions again following subsequent regional strikes, while the U.S. maintained a naval blockade targeting Iranian ports. With roughly 20% of global seaborne energy supply transiting through the strait, the disruption continued to support elevated oil prices—lifting gasoline prices at the pump and increasing upside risks to headline inflation. Higher energy prices fed directly into the March CPI print. Headline inflation rose 0.9% month-over-month (m/m) and 3.3% year-over-year (y/y)—up from 2.4% in February, driven by a 19% y/y surge in gasoline prices, with further pressure anticipated in April. Food prices were flat but are expected to firm as higher fertilizer costs pass through the supply chain. Core inflation rose less than expected, with core goods well-behaved and core services moderating; however, airline pricing is a watchpoint as carriers begin passing through elevated jet fuel costs. The path back to 2% inflation largely depends on energy prices normalizing toward pre-conflict levels, which may take time even if a peace deal is reached.

The March jobs report beat expectations, with the economy adding 178,000 jobs, though gains were concentrated in sectors such as construction and health care. The prior two months were revised down by a combined 7,000, bringing the three-month moving average to 68,000. The unemployment rate fell to 4.3%, largely reflecting a 396,000 decline in the labor force as participation edged down to 61.9%. *(continued page 4)*

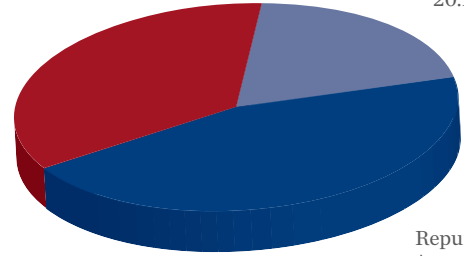
INFORMATION AT A GLANCE

PORTFOLIO BY TYPE OF INVESTMENT AS OF APRIL 30, 2026



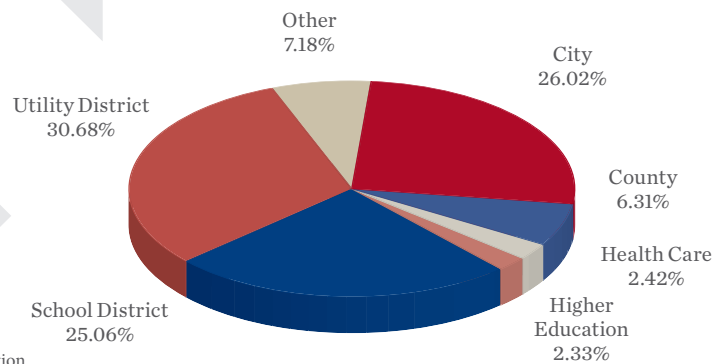
Treasuries
35.24%

Agencies
20.11%



Repurchase
Agreements
44.65%

PORTFOLIO BY MATURITY AS OF APRIL 30, 2026 (1)



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

HISTORICAL PROGRAM INFORMATION

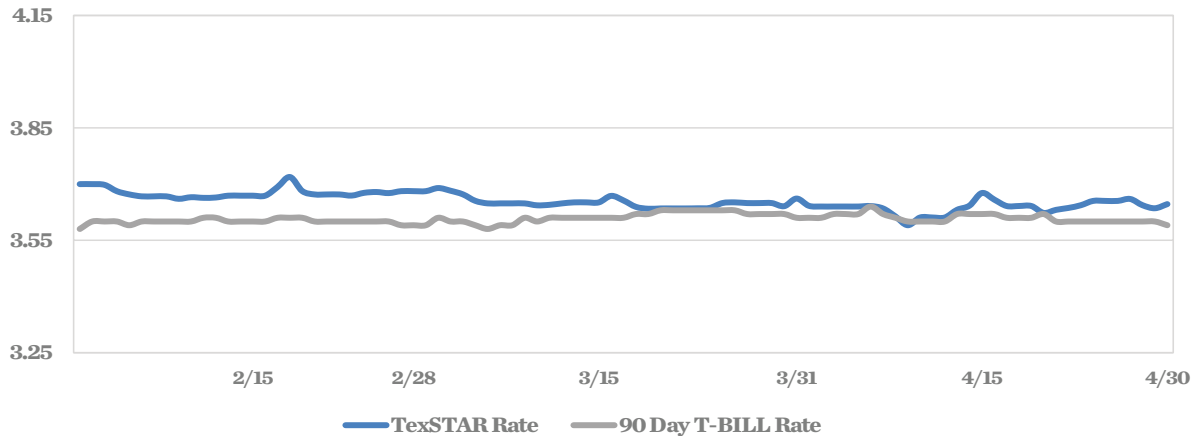
MONTH	AVERAGE RATE	BOOK VALUE	MARKET VALUE	NET ASSET VALUE	WAM (1)	WAL (2)	NUMBER OF PARTICIPANTS
Apr 26	3.6378%	\$14,100,470,888.05	\$14,100,134,553.14	0.999976	39	100	1157
Mar 26	3.6513%	13,997,013,148.85	13,996,705,855.03	0.999978	41	106	1152
Feb 26	3.6770%	14,876,805,793.89	14,878,473,431.07	1.000077	34	92	1151
Jan 26	3.7074%	14,134,489,687.87	14,136,948,435.43	1.000138	37	95	1150
Dec 25	3.8246%	12,788,699,800.27	12,792,655,256.09	1.000263	41	107	1146
Nov 25	3.9802%	12,728,766,391.86	12,730,994,343.48	1.000175	42	102	1143
Oct 25	4.1164%	13,011,629,049.75	13,014,921,958.46	1.000163	47	100	1140
Sep 25	4.2135%	13,526,011,595.54	13,529,342,119.81	1.000246	49	101	1133
Aug 25	4.2859%	13,432,632,076.54	13,434,977,535.50	1.000127	47	97	1132
Jul 25	4.2950%	12,138,930,727.22	12,138,243,630.47	0.999943	45	101	1118
Jun 25	4.2844%	11,803,410,099.81	11,803,829,569.03	1.000035	45	105	1106
May 25	4.2954%	12,103,247,938.00	12,102,961,218.01	0.999937	42	105	1103

PORTFOLIO ASSET SUMMARY AS OF APRIL 30, 2026

	BOOK VALUE	MARKET VALUE
Uninvested Balance	\$ 209.76	\$ 209.76
Accrual of Interest Income	17,158,225.82	17,158,225.82
Interest and Management Fees Payable	(44,072,492.14)	(44,072,492.14)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	6,306,634,000.00	6,306,634,000.00
Government Securities	7,820,750,944.61	7,820,414,609.70
TOTAL	\$ 14,100,470,888.05	\$ 14,100,134,553.14

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 APRIL 2026

DATE	MNY MKT FUND EQUIV. [SEC Std.]	DAILY ALLOCATION FACTOR	INVESTED BALANCE	MARKET VALUE PER SHARE	WAM DAYS (1)	WAL DAYS (2)
4/1/2026	3.6420%	0.000099782	\$14,928,202,360.78	0.999975	40	102
4/2/2026	3.6401%	0.000099729	\$14,522,426,936.70	0.999969	42	105
4/3/2026	3.6401%	0.000099729	\$14,522,426,936.70	0.999969	41	104
4/4/2026	3.6401%	0.000099729	\$14,522,426,936.70	0.999969	40	103
4/5/2026	3.6401%	0.000099729	\$14,522,426,936.70	0.999969	39	102
4/6/2026	3.6414%	0.000099764	\$14,553,174,575.15	0.999953	39	102
4/7/2026	3.6349%	0.000099587	\$14,375,570,627.12	0.999976	39	102
4/8/2026	3.6136%	0.000099002	\$14,377,241,370.84	0.999974	39	102
4/9/2026	3.5901%	0.000098360	\$14,390,317,951.32	0.999986	38	101
4/10/2026	3.6108%	0.000098925	\$14,538,215,791.91	0.999971	39	100
4/11/2026	3.6108%	0.000098925	\$14,538,215,791.91	0.999971	38	99
4/12/2026	3.6108%	0.000098925	\$14,538,215,791.91	0.999971	37	98
4/13/2026	3.6314%	0.000099491	\$14,553,380,275.29	0.999977	38	100
4/14/2026	3.6426%	0.000099798	\$14,484,037,084.52	0.999976	40	101
4/15/2026	3.6762%	0.000100717	\$14,519,955,462.39	0.999977	39	100
4/16/2026	3.6586%	0.000100236	\$14,681,515,633.74	0.999985	39	98
4/17/2026	3.6415%	0.000099767	\$14,623,853,697.45	1.000007	39	99
4/18/2026	3.6415%	0.000099767	\$14,623,853,697.45	1.000007	39	98
4/19/2026	3.6415%	0.000099767	\$14,623,853,697.45	1.000007	38	97
4/20/2026	3.6230%	0.000099259	\$14,553,862,186.22	0.999997	38	99
4/21/2026	3.6312%	0.000099485	\$14,581,454,525.92	0.999975	37	98
4/22/2026	3.6363%	0.000099626	\$14,474,604,699.60	0.999987	37	98
4/23/2026	3.6435%	0.000099823	\$14,434,531,664.78	0.999976	37	98
4/24/2026	3.6551%	0.000100141	\$14,368,278,054.32	0.999992	38	99
4/25/2026	3.6551%	0.000100141	\$14,368,278,054.32	0.999992	37	98
4/26/2026	3.6551%	0.000100141	\$14,368,278,054.32	0.999992	36	97
4/27/2026	3.6603%	0.000100282	\$14,360,342,887.59	0.999977	40	100
4/28/2026	3.6436%	0.000099824	\$14,254,069,698.63	0.999970	39	100
4/29/2026	3.6355%	0.000099604	\$14,161,635,882.95	0.999945	43	103
4/30/2026	3.6465%	0.000099905	\$14,100,470,888.05	0.999976	43	103
Average	3.6378%	0.000099665	\$14,482,170,605.09		39	100



ECONOMIC COMMENTARY (cont.)

Wage growth slowed to 0.2% m/m and 3.5% y/y, suggesting little additional inflationary pressure from the labor market. Meanwhile, initial and continuing jobless claims remained benign—consistent with a “low hire, low fire” economy. Against this backdrop, the economy remained resilient in the first quarter, expanding at a 2.0% seasonally adjusted annualized rate. Growth was primarily supported by a 10.4% surge in business fixed investment, driven by equipment and intellectual property outlays tied to the artificial intelligence buildout. The pickup in business spending contributed to a spike in imports, with net exports subtracting 1.3 percentage points from growth. Consumer spending rose 1.6%, but at a slower pace than in prior quarters. Government spending rose 4.4% off a depressed base following the government shutdown. Real final sales to private domestic purchasers increased 2.5% after a 1.8% gain in the fourth quarter of 2025, suggesting underlying private demand held firm.

At its April meeting, the Federal Open Market Committee (FOMC) held the federal funds rate steady at 3.50%–3.75%. In its statement, the Committee reiterated that job gains have been low on average and updated its inflation assessment to “elevated” (from “somewhat elevated”), reflecting the recent run-up in energy prices. The statement also noted heightened uncertainty tied to the Middle East conflict. The easing bias in the policy outlook was maintained, but not without opposition. There were four dissents: Governor Miran favored a 25-basis point cut, while Presidents Hammack, Kashkari, and Logan supported the policy decision but opposed retaining an easing-leaning bias in the statement, arguing the inflation backdrop no longer warrants it. In his press conference, Chair Powell reinforced a wait and see approach, noting that policy is currently near neutral and appropriately restrictive amid dual supply shocks from tariffs and energy prices. Importantly, Powell confirmed he will remain on the Board of Governors after his Chair term ends on May 15 for an undetermined period, citing the need to safeguard Federal Reserve (Fed) independence amid ongoing legal and political pressures. He emphasized that doing so would ensure a smooth transition to incoming Chair nominee Kevin Warsh.

Over the month, three-month and six-month Treasury yields were relatively unchanged, modestly down one basis point (bp) to 3.67% and 3.69%, respectively, consistent with expectations that the Fed is likely on hold in the near term. Longer-maturity yields rose more, with one-year yields up 5 bps to 3.71% and two-year yields up 7 bps to 3.87%.

Outlook

Looking ahead, the path of monetary policy will hinge on how long the Strait of Hormuz remains effectively closed to shipping, as the conflict continues to shape both the inflation and growth outlook. If maritime traffic normalizes, oil prices should come down and headline inflation should retreat accordingly, helping restore the Fed’s confidence in the disinflationary trajectory. A prolonged disruption, however, would keep near-term inflation risks elevated while weighing on global activity. Even so, the economy is better insulated than in prior energy shocks. As a net exporter of petroleum, the U.S. benefits from aggregate offsets that help cushion the broader economy. In addition, ongoing capital expenditures tied to artificial intelligence—and still-strong spending among higher-income cohorts—should continue to provide support.

For the Fed, the key question is less whether rates ultimately move lower and more when it becomes appropriate to begin cutting again. The Committee is navigating concurrent supply-side pressures—tariff-driven goods inflation alongside energy-driven headline inflation—but the bar for rate hikes remains materially higher, given the need to weigh downside growth risks alongside any inflation flare-up. While labor market conditions remain broadly stable, job growth has cooled over the past year. Against that backdrop, we expect the Fed to keep rates on hold until geopolitical uncertainty begins to fade, and to deliver one 25-basis-point cut later this year.

This information is an excerpt from an economic report dated April 2026 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.



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CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

May 27, 2026
AGENDA ITEM #6

Discuss and consider amending Chapter 4, Articles 14, 16, and 17 of the Mobility Authority Policy Code to allow for the selection of one or more vendors through a competitive procurement process

Strategic Plan Relevance:	Stewardship
Departments:	Operations, IT, and Finance
Contact:	Tracie Brown, Director of Operations
Associated Costs:	N/A
Funding Source:	will vary by project
Action Requested:	Consider and act on draft resolution

Project Background: The Mobility Authority's procurement policy effectively assumes a single-award framework, under which each competitive solicitation (RFP/IFB) typically results in one contract with one successful vendor. While this approach works well for distinct, centralized projects, it restricts organizational agility when procuring ongoing services, commodities, or large-scale operational support. Updating the policy to allow for multi-vendor awards will modernize the Mobility Authority's procurement framework to align with industry best practices.

Rationale and Business Case

Allowing the selection of multiple vendors from a single competitive solicitation provides several strategic advantages:

- **Supply Chain Resilience and Risk Mitigation:** Relying on a single vendor creates an operational vulnerability. If the primary vendor experiences financial distress, labor shortages, or supply chain disruptions, the Mobility Authority's operations could be compromised. A multi-vendor framework ensures seamless continuity of service.
- **Capacity and Scalability:** For large-scale or unpredictable volume needs, a single vendor may lack the capacity or geographic reach to fulfill all the Mobility

Authority's needs in a timely manner. A pool of pre-qualified vendors ensures that total demand can be met.

- **Continuous Cost Competition:** By establishing a master agreement with a pool of qualified vendors, the Mobility Authority can implement secondary competition (e.g., rapid mini-bids) for specific task orders, driving lower costs and better terms over the life of the program.
- **Access to Specialized Expertise:** Different vendors possess varying niche strengths. A multi-vendor award allows the Mobility Authority to select the absolute best-suited vendor for specific project sub-tasks without undergoing a completely new, lengthy public solicitation.

Action Requested: Chapter 4 of the Mobility Authority's *Policy Code* outlines competitive procurement processes that contemplate selecting a single vendor. Staff recommends modifications to Articles 14, 16, and 17 of the *Policy Code* to allow the selection of one or more responsible bidders. Establishing a pool provides greater flexibility, allowing staff to issue Master Agreements with firm(s) whose specific experience and expertise best align with the deliverables of a particular strategic initiative, ensuring the Mobility Authority can swiftly access the most appropriate support for its projects.

Financing: N/A

Previous Actions: In October 2025, the Mobility Authority Board of Directors approved an exemption to allow the selection of one or more General Systems Consultant firms to assist the IT and Operations departments in their strategic initiatives.

Staff Recommendation: Staff recommends the Board approve the modifications to Articles 14, 16, and 17 of the *Policy Code* to allow for the selection of one or more vendors.

Backup Provided: Draft resolution
Policy Code, Article 14 redline
Policy Code, Articles 16 & 17 redline

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

RESOLUTION NO. 26-0XX

**AMENDING MOBILITY AUTHORITY POLICY CODE CHAPTER 4: PROCUREMENT
OF GOODS AND SERVICES, ARTICLES 14, 16, AND 17**

WHEREAS, by Resolution No. 12-016 dated February 29, 2012, the Central Texas Regional Mobility Authority (“Mobility Authority”) Board of Directors (“Board”) adopted the Mobility Authority Policy Code (“Policy Code”); and

WHEREAS, subsequent to its initial adoption, the Board has amended the Policy Code from time to time in order to modify existing policies and incorporate new policies beneficial to the operation of the Mobility Authority; and

WHEREAS, Chapter 4, Articles 14, 16, and 17 of the Policy Code set forth the policies governing the procurement of goods and services by the Mobility Authority and establish competitive procurement processes that generally contemplate the selection of a single vendor per procurement; and

WHEREAS, Staff recommends amendments to Chapter 4, Articles 14, 16, and 17 of the Policy Code to permit the selection of one or more vendors, thereby allowing the Mobility Authority to establish a pool of vendors and providing greater flexibility to contract with firms whose experience and expertise best align with the Mobility Authority’s needs; and

WHEREAS, the Executive Director recommends that the Board approve the amendments to Chapter 4, Articles 14, 16, and 17 of the Policy Code set forth in Exhibit A, to implement this multi-vendor procurement framework.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby amends Chapter 4, Articles 14, 16, and 17 of the Policy Code to authorize the selection of one or more vendors per procurement and the establishment of vendor pools, as set forth in Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of May 2026.

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

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

Exhibit A

MOBILITY AUTHORITY POLICY CODE

Chapter 4: PROCUREMENT OF GOODS AND SERVICES

Article 14. GENERAL

Lowest best bidder: The lowest responsible bidder or bidders on a contract that complies with the authority's criteria for such contract, as described in this chapter.

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Article 16. General Goods and Services

401.013 Approval of Board.

- (a) Every procurement of general goods and services costing more than \$50,000 shall require the approval of the board, evidenced by a resolution adopted by the board.
- (b) A large procurement may not be divided into smaller lot purchases to avoid the dollar limits prescribed herein.

401.014 Purchase Threshold Amounts.

- (a) The authority may procure general goods and services costing \$3,000 or less by such method and on such terms as the executive director determines to be in the best interests of the authority. These purchases may be awarded without soliciting competitive quotations if the Executive Director, Chief Financial Officer or Controller determines the price offered to be reasonable. To the extent practicable, purchases made by this method should be distributed equitably among qualified suppliers.
- (b) The authority may procure general goods and services costing \$150,000 or less by using informal procurement methods to obtain price or rate quotes from three or more qualified sources. In the event price and rate quotes from only two sources are available, documentation of the authority's efforts to obtain quotes from additional sources must be provided.
- (c) General goods and services costing more than \$150,000 shall be procured using competitive bidding or competitive sealed proposals.
- (d) A large procurement may not be divided into smaller lot purchases to avoid the dollar limits prescribed herein.

401.015 Competitive Bidding Procedures.

Competitive bidding for general goods and services shall be conducted using the same procedures specified for the competitive bidding of construction contracts, except that:

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- (1) with respect to a particular procurement, the executive director may waive the qualification requirements for all prospective bidders;
- (2) the executive director may waive the submission of payment or performance bonds (or both) and/or insurance certificates by the successful bidder if not otherwise required by law;
- ~~(3)~~ a procurement for general goods and services may result in the award of one or more contracts. The authority may award such contracts to a single bidder or to multiple bidders, including by line item, group of items, or category of services, when the executive director determines that multiple awards will provide the best overall value to the authority.
- ~~(3)~~(4) notice of the procurement shall be published once at least two weeks before the deadline for the submission of responses in the officially designated newspaper of the authority, as well as on the authority's website (www.ctrma.org).
- ~~(4)~~(5) in addition to advertisement of the procurement as set forth in subsection 7.3(c) above, the authority may solicit bids by direct mail, telephone, Texas Register publication, advertising in other locations, or via the Internet. If such solicitations are made in addition to newspaper advertising, the prospective bidder may not be solicited by mail, telephone and internet or in any other manner, nor may the prospective bidder receive bid documents until such time that the advertisement has appeared on the authority's website (www.ctrma.org); and
- ~~(5)~~(6) a purchase may be proposed on a lump-sum or unit price basis. If the authority chooses to use unit pricing in its notice, the information furnished to bidder must specify the approximate quantities estimated on the best available information, but the compensation paid the bidder must be based on the actual quantities purchased.

401.016 Award Under Competitive Bidding.

- (a) A contract for general goods or services procured using competitive bidding shall be awarded to ~~the~~one or more lowest best bidders based on the same criteria used in awarding a construction contract, together with the following additional criteria:
 - (1) the quality and availability of the goods or contractual services to be provided and their adaptability to the authority's needs and uses; and
 - (2) the bidder's ability to provide, in timely manner, future maintenance, repair parts, and service for goods being purchased.
- (b) In accordance with Subchapter A, Chapter 2252, Government Code, the authority will not award a contract to a nonresident bidder unless the nonresident underbids the lowest best bid submitted by a responsible resident bidder by an amount that is not less than the amount by which

MOBILITY AUTHORITY POLICY CODE

a resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident bidder's principal place of business is located.

(c) As an alternative to awarding a contract for general goods and services under subsection (a), the authority may award a contract to:

- (1) the lowest best bidder; or
- (2) a local bidder, provided that:
 - (A) the bid from the local bidder is no more than three percent (3%) higher than the bid of the lowest best bidder, and
 - (B) the lowest best bidder is not a local bidder.
- (3) In this subsection, a "local bidder" means a bidder whose principal place of business is located within a county of the authority, and the "principal place of business" means the bidder's designated headquarters, where most of the important functions and full responsibility for managing and coordinating the bidder's business activities take place.

(d) The authority may not award a contract to a local bidder under subsection (c) unless the board determines by resolution that awarding the contract to the local bidder offers the authority the best combination of contract price, technical competence, and economic development opportunities for residents of a county of the authority.

(e) Subsection (c) does not apply to the procurement of a contract:

- (1) for which the authority uses funds from a federal, state, or other source as any payment for the contract and the award of the contract under subsection (c) would violate federal or state law

MOBILITY AUTHORITY POLICY CODE

or regulations, or if the funding source prohibits or restricts the award of the contract under subsection (c);

- (2) for professional services procured under article 5 of this chapter, or if the award of the contract is otherwise subject to the requirements of the Professional Services Procurement Act, Chapter 2254, Government Code;
 - (3) for consulting services procured under article 4 of this chapter; or
 - (4) for a design-build contractor or for a comprehensive development agreement procured under article 7 of this chapter.
- (f) Notwithstanding this section, the authority is not required to award a contract and may reject all bids.

401.017 Competitive Sealed Proposals.

(a) The authority may solicit offers for provision of general goods and services under this section by issuing a request for proposals (“RFP”) to identify the proposer(s) who provides the goods or services at the best value for the authority. If a contract for goods and services must be approved by the board, the board must approve issuance of the RFP under this section.

(b) Each RFP shall contain the following information:

- (1) the authority's specifications for the goods or services to be procured, stating that the contract may be awarded to the proposer who provides the goods or services at the best value for the authority;
- (2) an estimate of the various quantities and kinds of services to be performed and/or materials to be furnished;
- (3) a schedule of items for which unit prices are requested;
- (4) the time within which the contract is to be performed;
- (5) any special provisions and special specifications;
- (6) the relative importance of price and other evaluation factors; and
- (7) the authority's goals regarding the participation in the contract or in subcontracts let under the contract by Disadvantaged Business Enterprises.

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- (c) The authority shall give public notice of an RFP in the manner provided for requests for competitive bids for general goods and services.
- (d) The authority shall avoid disclosing the contents of each proposal on opening the proposal and during negotiations, if any, with competing proposers. The authority shall file each proposal in a register of proposals, which, after a contract is awarded, is open for public inspection unless the register contains information that is excepted from disclosure as public information.
- (e) The authority shall evaluate each proposal received in response to an RFP based on the criteria and relative importance of price and other evaluation factors identified in the RFP.
- (f) In the sole discretion of the authority, after evaluating a proposal the authority may discuss acceptable or potentially acceptable proposals with proposers who are determined to be reasonably qualified for the award of the contract to assess a proposer's ability to meet the requirements established in the RFP. The authority may not disclose information derived from proposals submitted from competing proposers. The authority shall provide fair and equal treatment to each proposer with respect to any opportunity for discussion and revision of proposals. A proposer may revise a proposal after submission and before award for the purpose of offering a proposal that establishes the proposer's best and final offer.

401.018 Award Under Competitive Sealed Proposals.

(a) The authority may award a contract~~(s)~~ for general goods and services procured using competitive sealed proposals to the proposer~~(s)~~ whose final proposal provides goods or services at the best value for the authority.

~~(b) The authority may, in its sole discretion, award one or more contracts under the RFP. The authority may award such contracts to a single proposer or to multiple proposers, including by line item, group of items, or category of services.~~

~~(b)~~(c) In determining the best value proposal~~(s)~~ for the authority, the authority may consider:

- (1) the purchase price;
- (2) the reputation of the proposer and of the proposer's goods or services;
- (3) the quality of the proposer's goods or services;
- (4) the extent to which the good or service meets the authority's needs;
- (5) the proposer's past relationship with the authority;
- (6) the impact on the ability of the authority to comply with applicable laws and rules relating to contracting with Disadvantaged Business Enterprises;
- (7) the total long-term cost to the authority to acquire the proposer's goods or services; and
- (8) any relevant criteria specifically listed in the RFP.

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~~(e)~~(d) The authority may refuse all proposals if none of those submitted is acceptable.

~~(e)~~(e) The authority may submit a written contract to the proposer whose proposal is the most advantageous to the authority, considering price and the evaluation factors in the RFP (the “first-choice candidate”). The terms of the contract shall incorporate the terms set forth in the RFP and the best and final offer submitted by the first choice candidate, but if the proposal conflicts with the RFP, the RFP shall control unless the authority elects otherwise. If the authority and the first choice candidate cannot agree on the terms of a contract, the authority may elect not to contract with the first choice candidate, and at the exclusive option of the authority, may submit a contract to the proposer whose proposal is the next most favorable to the authority (“second-choice candidate”). If agreement is not reached with the second choice candidate, the process may be continued with other proposers in like manner, but the authority shall have no obligation to submit a contract to the next highest-ranked proposer if the authority determines at any time during the process that none of the remaining proposals is acceptable or otherwise within the best interest of the authority.

~~(f)~~ Notwithstanding subsection (e), the authority may, in connection with any RFP, negotiate and enter into contracts with more than one proposer under the same procurement.

~~(e)~~(g) In accordance with Subchapter A, Chapter 2252, Government Code, the authority will not award a contract to a nonresident bidder unless the nonresident underbids the lowest best bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

401.019 Proprietary Purchases.

If the executive director finds that the authority's requirements for the procurement of a general good or service describe a product that is proprietary to one vendor and do not permit an equivalent product to be supplied, the authority may solicit a bid for the general good or service solely from the proprietary vendor, without using the competitive bidding or competitive proposal procedures. The executive director shall justify in writing the authority's requirements and shall submit the written justification to the board. The written justification must:

- (1) explain the need for the specifications;
- (2) state the reason competing products are not satisfactory; and
- (3) provide other information requested by the board.

Article 17. Consulting Services

401.020 Contracting for Consulting Services.

The authority may contract for consulting services if the executive director reasonably determines that the authority cannot adequately perform the services with its own personnel.

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401.021 Selection Criteria.

The authority shall base its selection on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fee for the services.

401.022 Contract Amounts.

(a) The authority may procure consulting services anticipated to cost no more than \$50,000 by such method and on such terms as the executive director determines to be in the best interests of the authority. Without limiting the foregoing, the executive director may procure consulting services anticipated to cost no more than \$50,000 pursuant to a “single-source contract,” if the executive director determines that only one prospective consultant possesses the demonstrated competence, knowledge, and qualifications to provide the services required by the authority at a reasonable fee and within the time limitations required by the authority.

(b) Consulting services anticipated to cost more than \$50,000 shall be procured by the authority's issuance of either a Request for Qualifications (“RFQ”) or a Request for Proposals (“RFP”) as the authority deems appropriate.

(c) The authority may, in its sole discretion and as it deems to be in the best interests of the authority, award one or more contracts for consulting services under a single procurement, including the award of contracts to more than one consultant pursuant to the same RFQ or RFP.

401.023 Request for Qualifications.

Each RFQ prepared by the authority shall invite prospective consultants to submit their qualifications to provide such services as specified in the RFQ. Each RFQ shall describe the services required by the authority, the criteria used to evaluate proposals, and the relative weight given to the criteria. In procuring consulting services through issuance of an RFQ, the authority shall follow the notices set forth in Section 401.034 of these policies for the procurement of professional services.

401.024 Request for Proposals.

- (a) Each RFP shall contain the following information:
- (1) the authority's specifications for the service to be procured;
 - (2) an estimate of the various quantities and kinds of services to be performed;
 - (3) a schedule of items for which unit prices are requested;
 - (4) the time within which the contract is to be performed;
 - (5) any special provisions and special specifications; and

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- (6) the authority's goals regarding the participation in the contract or in subcontracts let under the contract by Disadvantaged Business Enterprises. The authority shall give public notice of a RFP in the manner provided for requests for competitive bids for general goods and services.
- (b) In procuring consulting services through issuance of an RFP, the authority shall follow the notices set forth in Section 401.015 for the procurement of general goods and services.

401.025 Notice of RFQs and RFPs.

- (a) Notice of the issuance of a RFQ or RFP must provide:
 - (1) the date, time, and place where responses to the RFQ or RFP will be opened,
 - (2) the address and telephone number from which prospective proposers may request the RFQ or RFP, and
 - (3) a general description of the type of services being sought by the authority.
- (b) Alternatively, the authority may publish and otherwise distribute, in accordance with these procedures, the RFQ or RFP itself in lieu of publishing a notice of issuance of a RFQ or RFP.
- (c) The authority shall publish the notice of issuance of a RFQ or RFP on its website and shall either:
 - (1) publish notice of the issuance of a RFQ or RFP, or the content of the RFQ or RFP itself, in an issue of the Texas Register; or
 - (2) publish in the officially designated newspaper of the authority notice of the issuance of a RFQ or RFP, or the content of the RFQ or RFP itself, once at least two weeks before deadline for the submission for responses in the officially designated newspaper of the authority.
- (d) The authority may, but shall not be required to, solicit responses to a RFQ or RFP by direct mail, telephone, advertising in trade journals or other locations, or via the Internet. With regard to RFPs, if such solicitations are made in addition to the required publications, the prospective bidder may not be solicited by mail, telephone and internet or in any other manner, nor may the prospective bidder receive bid documents until such time that notice of the RFP has been made available on the authority's website.
- (e) The date specified in the RFQ or RFP as the deadline for submission of responses may be extended if the executive director determines that the extension is in the best interest of the authority.

401.026 Opening and Filing of Responses; Public Inspection.

The authority shall avoid disclosing the contents of each response to a RFQ on opening the response and during negotiations with competing respondents. The authority shall file each response in a register of responses, which, after a contract(s) is awarded, is open for public inspection unless the register contains information that is excepted from disclosure as an open record.

MOBILITY AUTHORITY POLICY CODE

401.027 Contract Negotiation and Execution.

(a) With regard to consulting services procured through issuance of a RFQ, the authority shall submit a written contract to the respondent (the “first choice candidate”) whose response best satisfies the authority’s selection criteria. If the authority and the first choice candidate cannot agree on the terms of a contract, the authority may terminate negotiations with the first choice candidate, and, at the exclusive option of the authority, the authority may enter into contract negotiations with the respondent (“second choice candidate”) whose response is the next most favorable to the authority. If agreement is not reached with the second choice candidate, the process may be continued with other respondents in like manner, but the authority shall have no obligation to submit a contract to the next highest-ranked respondent if the authority determines that none of the remaining responses is acceptable or that continuing with the procurement is not within the best interest of the authority.

(b) With regard to consulting services procured through issuance of a RFP, the authority shall submit a written contract to the offeror (the “first-choice candidate”) whose proposal is the most advantageous to the authority, considering price and the evaluation factors in the RFP. The terms of the contract shall incorporate the terms set forth in the RFP and the proposal submitted by the first choice candidate, but if the proposal conflicts with the RFP, the RFP shall control unless the authority elects otherwise. If the authority and the first choice candidate cannot agree on the terms of a contract, the authority may elect not to contract with the first choice candidate, and at the exclusive option of the authority, may submit a contract to the offeror (“second-choice candidate”) whose proposal is the next most favorable to the authority. If agreement is not reached with the second choice candidate, the process may be continued with other offerors in like manner, but the authority shall have no obligation to submit a contract to the next highest-ranked offeror if the authority determines at any time during the process that none of the remaining proposals is acceptable or otherwise within the best interest of the authority.

~~(b)~~(c) Notwithstanding subsections (a) and (b), the authority may, in connection with any RFQ or RFP, negotiate and enter into contracts with more than one respondent or offeror under the same procurement.

401.028 Single-Source Contracts.

If the executive director determines that only one prospective consultant possesses the demonstrated competence, knowledge, and qualifications to provide the services required by the authority at a reasonable fee and within the time limitations required by the authority, consulting services from that consultant may be procured without issuing a RFQ or RFP. Provided, however, that the executive director shall justify in writing the basis for classifying the consultant as a single-source and shall submit the written justification to the board. The justification shall be submitted for board consideration prior to contracting with the consultant if the anticipated cost of the services exceeds \$50,000. If the anticipated cost of services does not exceed \$50,000, the executive director, with the prior approval of the Executive Committee, may enter into a contract for services and shall submit

MOBILITY AUTHORITY POLICY CODE

the justification to the board at its next regularly scheduled board meeting.

401.029 Prior Employees.

Except as otherwise provided by state or federal law or for those employment positions identified in a resolution of the board, nothing shall prohibit the authority from procuring consulting services from an individual who has previously been employed by the authority or by any other political subdivision of the state or by any state agency; provided, that if a prospective consultant has been employed by the authority, another political subdivision, or a state agency at any time during the two years preceding the making of an offer to provide consulting services to the authority, the prospective consultant shall disclose in writing to the authority the nature of his or her previous employment with the authority, other political subdivision, or state agency; the date such employment was terminated; and his or her annual rate of compensation for the employment at the time of termination.

401.030 Mixed Contracts.

This article applies to a contract that involves both consulting and other services if the primary objective of the contract is the acquisition of consulting services.



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

May 27, 2026
AGENDA ITEM #7

Discuss and consider the issuance of a
request for proposals for roadside
safety patrol services

Strategic Plan Relevance:	Safety and Service
Department:	Operations
Contact:	Fabiola Bowers, Assistant Director of Operations
Associated Costs:	To Be Determined – Based on Competitive Procurement
Funding Source:	Operating Budget
Action Requested:	Consider and act on draft resolution

Project Description/Background: The Central Texas Regional Mobility Authority (Mobility Authority) currently operates seven (7) toll facilities across the greater Austin metropolitan area, including all-electronic toll roads and express lanes spanning over 60 centerline miles of managed roadways. These facilities serve hundreds of thousands of motorists daily and require a continuous, coordinated program of roadside safety and courtesy patrol services to maintain safety, minimize traffic disruption, and deliver a high-quality customer experience.

Roadside Safety Services – commonly referred to as highway courtesy patrol – provide free, proactive assistance to motorists experiencing minor vehicle incidents, while also managing traffic control at incident scenes, conducting facility security inspections, and coordinating with law enforcement and emergency responders. These services play a critical role in maintaining safe and efficient traffic flow across Mobility Authority-managed corridors.

To procure these services competitively and in compliance with applicable procurement requirements, the Mobility Authority has developed a comprehensive Request for Proposals (RFP) including a detailed Scope of Work and Service Level Agreement (SLA) framework. The proposed contract will cover all Mobility Authority toll facilities and will require the selected contractor to provide service Monday – Friday, 6:00 a.m. – 8:30 p.m.

The RFP notes that service days and times may be modified as the Mobility Authority's needs change.

The Roadside Safety Services Program Explained

The objective of the Roadside Safety Services program is to provide comprehensive toll roadway operational support across all Mobility Authority facilities. Core service components include:

- Courtesy Patrol Operations
- Incident Response
- Toll Lane & Gantry Inspection Services
- Security & Facility Inspection Services
- Business Continuity & Emergency Operations Support
- Technology & AVL Integration
- Reporting & Recordkeeping

The contractor will also be required to provide and maintain all fleet vehicles, equipment, and technology systems necessary to deliver services; comply with MUTCD traffic control standards, OSHA regulations, and TIM certification requirements; and meet detailed SLA thresholds with associated performance penalties.

Procurement Schedule

The following key milestones govern the Roadside Safety Services procurement and anticipated contract award timeline:

Milestone	Target Date
RFP Documents Finalized	May 27, 2026
RFP Posted / Published	May 28, 2026
Proposer Questions Due	June 10, 2026
RFP Responses Due	July 9, 2026
Evaluation Complete / RFP Determination	August 7, 2026

Board Approval of Selection	August 26, 2026
Contract Negotiations	August 26 - October 6, 2026
Notice to Proceed (NTP) Issued	October 7, 2026
Services Begin (90 Calendar Days + NTP)	January 5, 2027

Previous Actions & Brief History of the Program/Project: The Mobility Authority has historically contracted roadside safety and courtesy patrol services from the Texas Department of Transportation (TxDOT) to support its growing network of toll facilities. The Board of Directors approved an interlocal agreement with TxDOT for roadside safety and courtesy patrol services in 2023 and subsequent amendments in 2024 and 2025. The current procurement is initiated to establish a new contract through a competitive Request for Proposals process. The RFP Scope of Work and SLA framework has been developed by Mobility Authority staff to define comprehensive service, performance, technology, and reporting requirements for the selected vendor. The solicitation is structured to allow the Mobility Authority to award multiple contracts at its discretion.

Financing: Operating Budget. Final contract costs will be determined through the competitive RFP process and will be subject to Board approval prior to contract execution.

Action requested/Staff Recommendation: Staff recommends that the Board of Directors authorize staff to proceed with the procurement of Roadside Safety Services through a competitive Request for Proposals process, and further authorize the Executive Director to negotiate and execute a contract with the selected proposer(s), subject to final Board approval of contract terms and associated costs.

Backup provided: Presentation
Draft resolution

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

RESOLUTION NO. 26-0XX

**APPROVING THE ISSUANCE OF A REQUEST FOR PROPOSALS FOR ROADSIDE
SAFETY PATROL SERVICES ON MOBILITY AUTHORITY FACILITIES**

WHEREAS, the Texas Department of Transportation (TxDOT) through an interlocal agreement (“ILA”) currently provides roadside safety patrol services on Central Texas Regional Mobility Authority (the “Mobility Authority”) toll facilities; and

WHEREAS, the Mobility Authority is establishing a program to provide roadside safety patrol services on Mobility Authority facilities in order to ensure continuity of such services upon the expiration of the ILA with TxDOT; and

WHEREAS, the Mobility Authority desires comprehensive toll roadway operational support across all Mobility Authority facilities including courtesy patrol operations, incident response, toll lane & gantry inspection services, security & facility inspection services, business continuity & emergency operations support, technology & automatic vehicle location integration and reporting & recordkeeping (“Roadside Safety Patrol Services”); and

WHEREAS, the Executive Director recommends that the Mobility Authority proceed with the issuance of a Request for Proposals (“RFP”) from firms interested in providing Roadside Safety Patrol Services on Mobility Authority toll facilities.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors authorizes and directs the Executive Director to develop and issue an RFP to solicit proposals from firms interested in providing Roadside Safety Patrol Services on Mobility Authority toll facilities; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to establish and implement a process to review and evaluate responses to the RFP and to make a recommendation to the Board for the award of a contract to the proposer offering the best value based on the criteria set forth in the RFP.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of May 2026.

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

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



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

May 27, 2026
AGENDA ITEM #8

Discuss and consider approving an agreement with ViaPlus, LLC for transition services related to the Pay By Mail program

Strategic Plan Relevance:	Stewardship and Innovation
Department:	Operations
Contact:	Tracie Brown, Director of Operations
Associated Costs:	Not Applicable
Funding Source:	Operating Budget
Action Requested:	Discuss and approve

Project Description/Background: In March 2018, the Mobility Authority executed a contract with Cofiroute USA, LLC for Pay By Mail services. (Cofiroute was subsequently acquired and is now doing business as ViaPlus, LLC, a Vinci Highways company.) The initial term was five years plus two additional two-year renewal options. ViaPlus's agreement is set to expire on March 8, 2027. There are no options for renewal.

Following an extensive competitive procurement process that considered both public and private solutions, the Mobility Authority awarded an agreement to Neology, LLC for Pay By Mail (PBM) services in December 2025. After discussions regarding a successful program launch, it was agreed to defer the Neology go-live date to July 1, 2027.

The gap between ViaPlus's agreement expiration date and Neology's new program launch date would delay PBM customer invoicing and prevent the Mobility Authority from meeting its fiscal year 2027 revenue projections. A new transition services agreement with ViaPlus is proposed to mitigate these impacts.

The Mobility Authority Policy Code requires that goods and services costing more than \$50,000 be procured through competitive bidding procedures or competitive sealed proposals. However, Section 401.019 of the Policy Code provides an exception for

proprietary purchases when the Executive Director determines that the Authority's requirements describe a good or service that is proprietary to a single vendor and do not allow for an equivalent product from another supplier. Policy Code 401.019. In such cases, the Executive Director must justify the Authority's requirements in writing and submit that written justification to the Board.

Action Requested: The new ViaPlus agreement covers the period required to support the complete lifecycle of toll transactions:

- **Active Invoicing Phase:** Processing toll transactions through June 30, 2027, ahead of Neology's new go-live date on July 1, 2027.
- **Standard Collection Cycle:** Managing the full collections and enforcement lifecycle of transactions incurred before July 1, 2027.
- **Revenue Recovery Phase:** An additional pursuit period for delinquent accounts to achieve typical liquidation rates and maximize Pay By Mail revenue recovered during extended collections, through June 30, 2028.

Staff recommends including a one-year renewal option if the Neology program requires additional stabilization beyond the anticipated go-live date. This gives the Mobility Authority the flexibility to continue billing and collections with the incumbent vendor without a break in billing, any impact on revenue, or a degradation of customer experience. The proposed final termination date is June 30, 2029.

Staff also recommends that the Board accept the Executive Director's written justification for the proprietary purchase of transition Pay By Mail services.

Staff Recommendation: Staff recommends the Board accept the justification for the proprietary purchase of transition Pay By Mail services and approve an agreement with ViaPlus, LLC for transition services related to the Pay By Mail program and authorize the Executive Director to execute the agreement.

Previous Actions: In December 2018, the CTRMA Board of Directors approved the first amendment to the Agreement with Cofiroute USA outlining CUSA's expected recompense for processing and collecting Pay By Mail toll transactions paid from post-paid accounts, overpayments and prior to notice generation (*Pay Item #1*). The amendment also added pay items related to insufficient funds (*Pay Item #9*) and out of state license plate lookups (*Pay Item #10*).

In July 2019, the Board approved Amendment No. 2 to the Agreement with Cofiroute USA to add a new pay item to support the habitual violator program, additional customer service hours, and additional support for the qualified veteran program.

In January 2023, the Board approved Amendment No. 3 which adjusted ViaPlus's compensation and added an incentive payment opportunity if certain collection and customer service goals are met.

Financing: Not Applicable

Backup provided: Draft Resolution
Draft Agreement
Draft Justification Letter

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

RESOLUTION NO. 26-0XX

**APPROVING AGREEMENT WITH VIAPLUS FOR PAY BY MAIL, VIOLATIONS
PROCESSING, COLLECTIONS, AND CUSTOMER SERVICES
TRANSITION SERVICES**

WHEREAS, on March 8, 2018, the Mobility Authority entered into an agreement with ViaPlus, LLC (“ViaPlus,” formerly known as Cofiroute USA, LLC) for the provision of pay by mail services, including video tolling, payment processing, collections, enforcement support, and customer services (the “ViaPlus PBM Agreement”); and

WHEREAS, the ViaPlus Agreement provides for an initial five (5) year term and two (2) two-year extensions, both of which have been exercised, and the ViaPlus PBM Agreement is set to expire on March 8, 2027; and

WHEREAS, on December 17, 2025, the Mobility Authority approved an agreement with Neology, LLC (“Neology”) to provide video tolling, payment processing, collections, enforcement support, and customer services (the “Neology PBM Agreement”); and

WHEREAS, due to the complexity of the services and the time needed for implementation, Neology will not be ready to commence services under the Neology PBM Agreement until after the expiration of the ViaPlus PBM Agreement; and

WHEREAS, to ensure uninterrupted pay by mail services between March 9, 2027, and the commencement of Neology’s services, the Mobility Authority requires transition pay by mail services and has determined that ViaPlus, as the current vendor, is the only vendor capable of providing such services during that period; and

WHEREAS, Section 401.019 of the Mobility Authority Policy Code authorizes the Mobility Authority to make a proprietary purchase upon a determination, supported by written justification, that the specified goods or services are available from only one source; and

WHEREAS, the written justification for the proprietary purchase of transition pay by mail services from ViaPlus, as required under Section 401.019 of the Mobility Authority Policy Code, is attached hereto as Exhibit A; and

WHEREAS, the Executive Director recommends entering into an agreement with ViaPlus for the provision of transition pay by mail services in the form or substantially the same form as attached hereto as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby accepts the justification for the proprietary purchase of transition pay by mail services from ViaPlus for the period between March 9, 2027, and the commencement of Neology’s services under the Neology PBM Agreement; and

BE IT FURTHER RESOLVED, that the Board authorizes the Executive Director to enter into an agreement with ViaPlus for the provision of transition pay by mail services in the form or substantially the same form as attached hereto as Exhibit B.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of May 2026.

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

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

Exhibit A

Justification for the proprietary purchase



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

M E M O R A N D U M

DATE: May 7, 2026

TO: Central Texas Regional Mobility Authority Board of Directors

FROM: James Bass, Executive Director, Central Texas Regional Mobility Authority

SUBJECT: Sole Source Justification: New Agreement with ViaPlus, LLC for Pay By Mail (PBM) Invoicing Lifecycle Management and Collection Services

This memorandum serves as a formal justification for a sole-source procurement to negotiate and execute an agreement with ViaPlus through June 30, 2028, with a one-year renewal option. This extension is critical to ensuring the full realization of toll revenue and the orderly "run out" of transactions occurring prior to the system migration to Neology, LLC.

Background. In March 2018, the Mobility Authority executed a contract with Cofiroute, LLC for Pay By Mail services. (Cofiroute was subsequently acquired and is now doing business as ViaPlus, LLC, a Vinci Highways company (ViaPlus).) The initial term was five years plus two additional two-year renewal options. ViaPlus's contract is set to expire on March 8, 2027. There are no options for renewal.

Following an extensive competitive procurement process that considered both public and private solutions, the Mobility Authority awarded a contract to Neology, LLC for Pay By Mail services in December 2025. Neology initially proposed a February 2027 go-live date; however, the schedule was later updated to reflect a mid-March 2027 date. After discussions with the Mobility Authority's project team, we agreed to defer the Neology go-live date to July 1, 2027, to enable a successful program launch.

The gap between ViaPlus's contract expiration date and Neology's new program launch date would delay PBM customer invoicing and prevent the Mobility Authority from meeting its fiscal year 2027 revenue projections. A new transition services contract with ViaPlus is proposed to mitigate these impacts.

Period of Performance. The new ViaPlus agreement covers the period required to facilitate the complete lifecycle of toll transactions:

- **Active Invoicing Phase:** Processing toll transactions occurring through June 30, 2027, prior to the revised Neology go-live date on July 1, 2027.
- **Standard Collection Cycle:** Management of the full collections and enforcement lifecycle of transactions incurred prior to July 1, 2027.
- **Revenue Recovery Phase:** An additional pursuit period for delinquent accounts to achieve typical liquidation rates and maximize Pay By Mail revenue recovered during extended collections, through June 30, 2028.

Staff recommends including a one-year renewal option if the Neology program requires additional stabilization beyond the anticipated go-live date. This gives the Mobility Authority the flexibility to continue billing and collections with the incumbent vendor without a break in billing, any impact on revenue, or a degradation of customer experience.

Sole Source Justification. Per the Central Texas Regional Mobility Authority Policy Code, this sole-source award is justified by the unique technical requirements and fiscal benefits that only the incumbent provider can offer:

- **Existing Infrastructure & Proven Performance:** ViaPlus maintains the proprietary systems, staffing, and operational workflows currently handling the Mobility Authority's PBM volume. They are the only entity capable of managing the legacy data without requiring a costly, complex data migration.
- **Avoidance of Redundant Capital Investment:** Any alternative provider would require significant financial investment to stand up a temporary back-office system (BOS) and train staff for a limited engagement. Because ViaPlus's operations are already in place, the Mobility Authority avoids these "sunk costs" and maximizes recovered revenue rather than being offset by new implementation fees.
- **Data Integrity and Continuity:** Utilizing the incumbent for the run-out phase eliminates the "operational friction" of transferring aging debt to a new vendor.

ViaPlus possesses the historical account data necessary to maintain customer service continuity and legal defensibility during the collection pursuit.

Fiscal and Operational Impact. The specific mechanics of tolling revenue stabilization drive the necessity of the proposed term:

- **Revenue Capture:** Historical data indicates that approximately 7-10% of Pay By Mail revenue is collected in the extended pursuit window (months 4 through 12). Forgoing this period by failing to extend the ViaPlus agreement would result in a direct and significant reduction in earned toll revenue.
- **Customer Service Continuity:** A new agreement allows for a "clean break" at the end of the 2028 fiscal cycle. It ensures that customers who incurred tolls during the ViaPlus era are managed by the same entity throughout their billing experience, reducing confusion and the administrative burden on the Mobility Authority.

Risk Mitigation. Attempting to transition "in-flight" transactions or delinquent accounts to the new vendor (Neology) during their initial go-live phase would place an undue burden on the new system and introduce high risks of revenue leakage. By allowing ViaPlus to manage the full lifecycle of its generated transactions, the Mobility Authority ensures that Neology can focus exclusively on a stable launch for all transactions occurring after its go-live date.

Recommendation. To protect the Mobility Authority's fiscal health and ensure a seamless transition for our customers, **I recommend that the Mobility Authority execute a sole-source transition services agreement with ViaPlus through June 30, 2028, with an optional one-year renewal period.** This approach is the only viable way to capture the full revenue tail and maintain operational integrity throughout the vendor transition.

ViaPlus Transition Services Agreement

Statement of Work

Summary

A reliable back-office system is the backbone of the Mobility Authority's fiscal health and public reputation. Following discussions with Neology, it was determined that the original February 2027 launch date posed an unacceptable risk to revenue stabilization. Consequently, the Mobility Authority proposes a new agreement with ViaPlus to bridge the gap until June 30, 2028. This measured approach prioritizes operational integrity and customer experience to complete final optimizations.

Proposed Term

- March 9, 2027 – June 30, 2028
- Additional one (1) one-year renewal option

Contract Scope

The scope of the ViaPlus Transition Services Agreement is to provide transition-related services to support the Mobility Authority's Pay By Mail (PBM) Program. The Contractor shall be responsible for all aspects of operating and maintaining its current PBM back-office system solution. In addition, the Contractor shall provide the staff, equipment, facility, communication methods, payment channels, and operations management functions required to manage the day-to-day operations of the CSC, support the Mobility Authority's customers, and collect toll and fee revenue.

The scope of Pay By Mail Transition Services Contract includes the following, at a minimum:

- 1) PBM Transaction Processing
 - a) PBM Account Management
 - b) PBM correspondence, including Toll Bills and Notices
- 2) PBM Tolls and Administrative Fees Invoicing
 - a) Registered Owner Look-up Services
 - b) General Customer Correspondence
 - c) Payment Processing
 - d) Payment Plan Establishment and Management
 - e) Maintenance of the Existing Payment Portal/Website

- 3) Violation Processing
 - a) Collection Agency Services
 - b) Enhanced Enforcement Initiatives
 - c) Payment Plan Establishment and Servicing
- 4) Customer Service Center (CSC) Operations
 - a) Call Center Management and Staffing
 - b) Walk-in Payment Center Management and Staffing
 - c) Customer Inquiries, Disputes, and Complaints Management
 - d) Customer Satisfaction Initiatives
 - e) Customer Relationship Management
 - f) Management of Payment and Communication Channels
- 5) Special Programs Management
 - a) Qualified Service Member Program
 - b) Exempt Vehicles
- 6) Financial Reporting
 - a) Financial Reconciliation
 - b) Weekly Remittance
 - c) Financial Analysis
 - d) External Auditing Compliance and Assistance
 - e) Escheatment Management and Processing
- 7) System/Data
 - a) Data Interfaces
 - b) Data Analytics and Reporting
 - c) System Configuration and Scalability
 - d) System Security and Auditing
 - e) Compliance and Quality

The Contractor shall perform all tasks necessary to perform the scope of services described, including:

- 1) Maintain all infrastructure necessary to perform the Scope of Work, including office space, Information Technology (IT), Call Distribution Management (CDM), etc.
- 2) Maintain necessary computer hardware, software, and networks required to support the Mobility Authority's Pay By Mail program.
- 3) Adhere to the Mobility Authority's requirements, including all interfaces.
- 4) Ensure appropriate staffing.
- 5) Secure all physical and digital assets.
- 6) Maintain current Service Level Agreements (SLAs).

Exhibit B

Agreement with ViaPlus, LLC

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

AGREEMENT FOR

**PAY BY MAIL, VIOLATIONS PROCESSING, COLLECTIONS, AND CUSTOMER
SERVICES
TRANSITION SERVICES**

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APPENDICES:

- APPENDIX A — Scope of Services
- APPENDIX B — Key Performance Indicators / Service Level Agreements
- APPENDIX C — Contractor Compensation Schedule
- APPENDIX D — Change Order Rate Schedule
- APPENDIX E — Key Personnel
- APPENDIX F — Acronyms & Definitions

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AGREEMENT FOR
PAY BY MAIL, VIOLATIONS PROCESSING, COLLECTIONS, AND CUSTOMER
SERVICES TRANSITION SERVICES**

This Transition Services Agreement (the “Agreement”) is made and entered into by and between the Central Texas Regional Mobility Authority (the “Authority” or “CTRMA”), a regional mobility authority and a political subdivision of the State of Texas, and ViaPlus LLC (“ViaPlus” or the “Contractor”) to be effective as of the 9th day of March, 2027 (the “Effective Date”) with respect to transition Pay By Mail processing, violations processing, collections, and related customer services to be performed by ViaPlus, as an independent contractor, for the CTRMA.

WITNESSETH:

WHEREAS, effective March 8, 2018, the CTRMA entered into an agreement with ViaPlus (formerly known as Cofiroute USA, LLC) for the provision of pay by mail services, including video tolling, payment processing, collections, enforcement support, and customer services (the “ViaPlus PBM Agreement”);

WHEREAS, the ViaPlus PBM Agreement provided for an initial five (5) year term and two (2) two-year extensions, both of which have been exercised, and the ViaPlus PBM Agreement is set to expire on March 8, 2027; and

WHEREAS, in anticipation of the expiration of the ViaPlus PBM Agreement, in 2024, CTRMA commenced a procurement process for the provision of pay by mail services and selected Neology, LLC (“Neology”) to provide pay by mail services; and

WHEREAS, on December 17, 2025, CTRMA’s Board of Directors approved a proposed agreement with Neology to provide pay by mail processing, violations processing, collections, and related customer services (the “Neology PBM Agreement”); and

WHEREAS, because of the complexity of the services and the time needed to implement them, Neology will not be in a position to perform the pay by mail processing, violations processing, collections, and related customer services until after the expiration of the ViaPlus PBM Agreement; and

WHEREAS, CTRMA needs uninterrupted pay by mail services during the transition period between the expiration of the ViaPlus PBM Agreement and the commencement of Neology’s services, and ViaPlus, as the current vendor, is the sole vendor in a position to provide those services during the transition period; and

WHEREAS, on May 27, 2026 in Resolution 26-008, pursuant to Section 401.019 of the Mobility Authority Policy Code, the Board of Directors of the CTRMA approved a proprietary purchase from ViaPlus for the provision of pay by mail processing, violations processing, collections, and related customer services; and

WHEREAS, CTRMA and ViaPlus therefore wish to enter into this Agreement for ViaPlus to provide Transition Services (as defined below) to support continuity of CTRMA operations and the transition to Neology.

NOW, THEREFORE, in consideration of the mutual and individual benefits received and realized by the respective parties hereto, the parties do hereby agree as follows:

ARTICLE 1
THE SERVICES

The Authority hereby retains the Contractor, as an independent contractor, and the Contractor agrees to provide the transition services to the Authority upon the terms and conditions provided in this Agreement. The scope of services (the “Transition Services”), shall include, but not be limited to the Contractor: (1) sending and receiving electronic files containing Pay By Mail (PBM) transaction information, including images of PBM vehicles to be used to determine license plate information; (2) using a combination of Optical Character Recognition (OCR) software/hardware and manual review of video images to determine the license plate information for PBM transactions if requested by the Authority; (3) using license plate information to obtain the registered vehicle owner information from the Vehicle Titles and Registration Division of Texas Department of Motor Vehicles (VTR) and/or other sources for both Texas and non-Texas license plates; (4) maintaining a database of PBM and violation transactions with data obtained from CTRMA, VTR, customers themselves and other relevant sources to facilitate reporting on and reconciliation of PBM toll amounts, associated fees and funds disposition; (5) sending toll bills and notices to identified customers for the purpose of collecting PBM toll amounts and associated fees; (6) accepting payments of PBM toll amounts and associated fees and other ancillary payments from customers; (7) bundling and transmitting PBM toll amounts and fee payments to CTRMA on a periodic basis; (8) preparing and maintaining documents to be used in the course of legal proceedings, collection actions, etc. for violation transactions; (9) attempting to collect unpaid fees and PBM toll amounts and other ancillary payments and communicating with third party debt collection agencies as described in the Scope of Services; (10) providing full reporting and auditable data detailing the amount of PBM transactions, actual collections, outstanding amounts, account payment status, and other information requested by CTRMA, with such reporting to occur at intervals and in the format specified by CTRMA; (11) assuring that its systems (and those of its subcontractors) maintain compliance with industry standard financial, security, quality and software process standards; and (12) providing other technical services as requested as Additional Services at the rates outlined in Appendix D, Change Order Rate Schedule. The foregoing items, however, are considered to be part of the Transition Services whether or not they are more fully described in Appendix A.

The Contractor will provide CTRMA and/or representatives of CTRMA various reports and real time access to the PBM and violation database maintained by the Contractor in accordance with the terms of this Agreement and as otherwise agreed between the parties from time to time.

The Contractor shall be expected to operate independently from the Authority and without extensive oversight and direction. The Contractor shall commit the personnel and resources reasonably required to promptly and fully perform and fulfill the responsibilities and tasks

necessary to meet the key performance indicators/service level agreement (KPIs/SLAs) contained in Appendix B.

ARTICLE 2 **COMPENSATION**

Authorization for Contractor to perform the Transition Services, compensation for Contractor's work, and other aspects of the mutual obligations concerning Contractor's work and payment therefore are as follows:

FEE COLLECTION. Contractor shall collect tolls and fees consistent with the Authority's Toll Rate Policy. Such tolls and fees shall be directly collected by Contractor and a portion thereof shall be remitted to CTRMA as provided herein on a weekly basis. Contractor shall be entitled to retain on a weekly basis a portion of the tolls and fees collected as shown on Appendix C as full compensation for the performance of the Transition Services and other work under this Agreement. The Authority shall have no further obligation to pay any funds or provide any compensation to the Contractor in relation to any of the Transition Services, except as otherwise specifically provided herein.

EXPENSES. The compensation described above is anticipated by the Authority and the Contractor to be full and sufficient compensation and reimbursement for the Transition Services. The Contractor shall not be entitled to reimbursement from the Authority for out of pocket expenses incurred by the Contractor related to the performance of its duties under this Agreement.

FEE SUMMARIES AND RECORDS. The Contractor shall electronically submit one (1) copy of a weekly summary of tolls and fees charged and tolls and fees collected in providing the Transition Services under this Agreement during the previous week, and shall also present a reconciliation of the invoices and accounts to which the work relates. Each summary shall be in such detail as is required by the Authority. All books and records relating to the Contractor's work and Transition Services to the Authority under this Agreement shall be made available during the Contractor's normal business hours to the Authority and its representatives for review, copying, and auditing throughout the term of this Agreement and, after completion of the work, for four (4) years, or such period as is required by Texas law, whichever is longer.

TAXES. The Contractor acknowledges that the Authority is a tax-exempt entity under Sections 151.309, et seq., of the Texas Tax Code.

AS-NEEDED BASIS. As provided for above, the Authority may request that the Contractor perform specific additional Transition Services on an as-needed basis consistent with the rates set forth in Appendix D, and the scope of such additional Transition Services shall be set forth in a separate Work Authorization that is agreed to and executed by both parties. No representation or assurance has been made on behalf of the Authority to the Contractor as to the total compensation to be paid to the Contractor under this Agreement.

ARTICLE 3
TIME OF PERFORMANCE

It is understood and agreed that the term of this Agreement shall commence on the Effective Date and conclude on June 30, 2028 (the “Expiration Date”) subject to the earlier termination of this Agreement pursuant to Articles 4 or Article 5.

ARTICLE 4
TERMINATION FOR DEFAULT

Time is of the essence with respect to the performance and completion of all the Transition Services to be furnished by the Contractor pursuant to Work Authorizations issued and which specify an agreed-upon completion or delivery date. Without limiting the foregoing, the Contractor shall furnish all Transition Services in such a manner and at such times as the CTRMA may require. Except as provided below, should the Contractor at any time (a) not carry out its obligations under this Agreement or (b) not be providing the Transition Services to be rendered hereunder in an expeditious and efficient manner and in full compliance with this Agreement, or if the Contractor shall fail in any manner to discharge any other of its obligations under this Agreement, the Authority may, upon providing the Contractor with not less than thirty (30) days prior written notice and opportunity to cure (provided that in no event shall the cure period be more than thirty (30) days from receipt of the written notice), terminate this Agreement. Such termination shall not constitute a waiver or release by the Authority of any claims for damages, claims for additional costs incurred by the Authority to complete and/or correct the work described in this Agreement, or any other claims or actions arising under this Agreement or available at law or equity which it may have against the Contractor for its failure to perform satisfactorily any obligation hereunder, nor shall such termination pursuant to this Article 4 or Article 5 below abrogate or in any way affect the indemnification obligations of the Contractor set forth in Article 16 hereof.

If the Authority terminates this Agreement as provided either in this Article 4 or Article 5, no fees of any type, other than fees due and payable as of the termination date pursuant to Article 2 hereof for work performed and acceptable to the Authority, shall thereafter be paid to or collected by the Contractor, and the Authority shall have a right to offset or otherwise recover any damages incurred by reason of the Contractor’s breach hereof, together with the right to offset amounts owed to the Contractor pursuant to the indemnity provisions. In determining the amount of any payments owed to the Contractor, the value of the work performed by the Contractor prior to termination shall be no greater than the value that would result by compensating the Contractor in accordance with Article 2 hereof for all Transition Services performed and expenses reimbursable in accordance with this Agreement.

ARTICLE 5
OPTIONAL TERMINATION

In addition to the process for termination described above, this Agreement may also be terminated as follows:

- (a) **GENERALLY.** The Authority has the right to terminate this Agreement at its reasonable option, at any time with or without cause, by providing thirty (30) days written notice of such intention to terminate pursuant to this subsection 5.a. hereof and by stating in said notice the optional termination date. Upon such optional termination, the Authority shall enter into a settlement with the Contractor upon an equitable basis as determined by the Authority, which shall fix the value of the work performed by the Contractor prior to the optional termination date. In determining the value of the work performed, the Authority in all events shall compensate the Contractor for any reasonable costs or expenses actually incurred and which are attributable to the exercise of the Authority's optional termination, including reasonable and actual costs related to developing a transition plan and providing data as provided for in Article 6 on an equitable basis as determined by the Authority as noted above, provided, however, that no consideration will be given to anticipated profit which the Contractor might possibly have made on the uncompleted portion of the Transition Services.
- (b) **NO FURTHER RIGHTS, ETC.** Termination of this Agreement and payment of an amount in settlement as described in this Article 5 shall extinguish all rights, duties, obligations, and liabilities of the Authority and the Contractor under this Agreement (except those which are designated as surviving termination, including without limitation the indemnification obligations of Contractor set forth in Article 16), and this Agreement shall be of no further force and effect, provided, however, such termination shall not act to release the Contractor from liability for any previous default either under this Agreement or under any standard of conduct set by common law or statute.
- (c) **NO FURTHER COMPENSATION.** If the Authority shall terminate this Agreement as provided in this Article 5, no fees of any type, other than fees due and payable as of the optional termination date, shall thereafter be paid to the Contractor, provided that the Authority shall not waive any right to damages incurred by reason of the Contractor's breach thereof. The Contractor shall not receive any compensation for Transition Services performed by the Contractor after the optional termination date, and any such Transition Services performed shall be at the sole risk and expense of the Contractor.

ARTICLE 6 **TERMINATION, GENERALLY**

The Authority's rights and options to terminate this Agreement, as provided in any provision of this Agreement, shall be in addition to, and not in lieu of, any and all rights, actions, options, and privileges otherwise available under law or equity to the Authority by virtue of this Agreement or otherwise. Failure of the Authority to exercise any of its said rights, actions, options, and privileges to terminate this Agreement as provided in any provision of this Agreement or otherwise shall not be deemed a waiver of any of said rights, actions, options, or privileges or of any rights, actions, options, or privileges otherwise available under law or equity with respect to any continuing or subsequent breaches of this Agreement or of any other standard of conduct set by common law or statute. Upon notice of termination of this Agreement by either of the parties, and subject to Article 12 hereto, the Contractor shall update and implement the transition plan as required in Appendix A, Section 19 to ensure a smooth, efficient, and uninterrupted transition to any successor Contractor or subcontractor.

ARTICLE 7
SUSPENSION OR MODIFICATION OF SERVICES; DELAYS AND DAMAGES

In addition to the foregoing rights and options to terminate this Agreement, the Authority may elect to suspend any portion of the Transition Services of the Contractor hereunder, but not terminate this Agreement, by providing the Contractor with prior written notice to that effect. Thereafter, the suspended Transition Services may be reinstated and resumed in full force and effect upon receipt from the Authority of written notice requesting same. In the event the Authority elects to suspend the performance of the Transition Services in their entirety for a period that exceeds ninety (90) days, Contractor shall be entitled to terminate the Agreement subject to Appendix A, Section 19.

Similarly, the Authority may expand, cancel (in whole or part), or otherwise modify any portion of the Transition Services previously assigned to the Contractor in accordance with this Agreement. In the event the Transition Services are modified, the Parties shall agree to and execute a Work Authorization and Contractor's compensation shall be adjusted (up or down) based on the rates set forth in Appendices C or D as applicable. Without limiting the foregoing, the Contractor agrees that no claims for damages or other compensation shall be made by the Contractor for any delays, hindrances or modifications occurring during the progress of any portion of the Transition Services specified in this Agreement as a result of any suspension or modifications occurring during the progress of any portion of the Transition Services specified in this Agreement as a result of an suspension or modification of the Transition Services or otherwise. Such delays or hindrances, if any, shall be provided for by an extension of time for such reasonable periods as the Authority may decide. It is acknowledged, however, that permitting the Contractor to proceed to complete any Transition Services or any part of them after the originally specified date for completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the Authority or any of its rights herein.

ARTICLE 8
PERSONNEL, EQUIPMENT AND MATERIAL, GENERALLY

Contractor shall provide personnel and equipment as follows:

- (a) **ADEQUATE PERSONNEL, ETC.** The Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel (drawn from its own employees or from approved subcontractors) and equipment, in the reasonable opinion of the Authority, to perform the Transition Services with due and reasonable diligence customary of a firm providing similar services and enjoying a favorable national reputation, and in all events without delays attributable to the Contractor which have a reasonable likelihood of adversely affecting the progress of others involved with one or more of the Projects. All persons, whether employees of the Contractor or of an approved subcontractor, providing the Transition Services shall be fully licensed to the extent required by their professional discipline associations' codes or otherwise by law.
- (b) **REMOVAL OF PERSONNEL.** All persons providing the Transition Services, whether employees of the Contractor or of an approved subcontractor, shall have such knowledge and experience as will enable them, in the Contractor's reasonable belief,

to perform the duties assigned to them. Any such person who, as determined by the Authority in its sole discretion, is incompetent or by his/her conduct becomes detrimental to the provision of the Transition Services shall, upon request of the Authority, immediately be removed from the Transition Services. The Contractor shall furnish the Authority with a fully qualified candidate for the removed person within ten (10) days thereafter, provided, however, said candidate shall not begin work under this Agreement unless and until approved by the Authority.

- (c) **CONTRACTOR FURNISHES EQUIPMENT, ETC.** Except as otherwise specified or agreed to by the CTRMA, the Contractor shall furnish all equipment, transportation, supplies, and materials required for its performance of Transition Services under this Agreement.

ARTICLE 9 **KEY PERSONNEL**

The Contractor acknowledges and agrees that the individual(s) identified on Appendix E attached hereto and incorporated herein are key and integral to the satisfactory performance of the Contractor under this Agreement. Throughout the term of this Agreement, the Contractor agrees that the identified individual(s) will remain in charge of the performance of the Transition Services and they shall devote substantial and sufficient time and attention thereto. The death or disability of any such individual, his/her disassociation from the Contractor or the approved subcontractor, or his/her failure or inability to devote sufficient time and attention to the Transition Services shall require the Contractor promptly to replace said individual with a person suitably qualified and otherwise acceptable to the Authority. Failure to do so within thirty (30) days of the event requiring replacement shall be an event of default under this Agreement.

ARTICLE 10 **BUSINESS OPPORTUNITY PROGRAM AND POLICY COMPLIANCE**

Contractor acknowledges that the Authority has a Business Opportunity Program and Policy (“BOPP”) with which it requires contractors to comply in connection with Disadvantaged Business Enterprises. To the extent the Contractor utilizes third parties to provide the Transition Services hereunder, Contractor agrees to comply with the BOPP and observe the guidelines set forth therein.

ARTICLE 11 **PLANNING AND PERFORMANCE REVIEWS; INSPECTIONS**

As directed by the Authority, key personnel shall meet with the Authority’s Executive Director and/or his designee(s) upon request to: (a) assess the Contractor’s performance of the Transition Services; and (b) plan staffing levels to be provided by the Contractor to the Authority for the upcoming calendar quarter. The Contractor shall permit inspections of its Transition Services and work by the Authority or others, when requested by the Authority. Nothing contained in this Agreement shall prevent the Authority from scheduling such other planning and performance reviews with the Contractor or inspections as the Authority determines necessary.

ARTICLE 12
OWNERSHIP OF REPORTS

Ownership of reports and related materials prepared by Contractor (or any subcontractor) at the direction of the Authority shall be as follows:

- (a) **GENERALLY.** All of the documents, reports, plans, computer records, software maintenance records, discs and tapes, proposals, sketches, diagrams, charts, calculations, correspondence, memoranda, opinions, testing reports, photographs, drawings, analyses and other data and materials, and any part thereof, created, compiled or to be compiled by or on behalf of the Contractor solely under this Agreement (“work product”), including all information prepared for or posted on the Authority’s website and together with all materials and data furnished to it by the Authority, shall at all times be and remain the property of the Authority and, for a period of four (4) years from completion of the Transition Services or such period as is required by Texas law, whichever is longer, if at any time demand be made by the Authority for any of the above materials, records, and documents, whether after termination of this Agreement or otherwise, such shall be turned over to the Authority without delay. The Authority hereby grants the Contractor a revocable license to retain and utilize the foregoing materials, said license to terminate and expire upon the earlier to occur of (a) the completion of Transition Services described in this Agreement or (b) the termination of this Agreement, at which time the Contractor shall deliver to the Authority all such materials and documents. If the Contractor or a subcontractor desires later to use any of the data generated or obtained by it in connection with the Projects or any other portion of the work product resulting from the Transition Services, it shall secure the prior written approval of the Authority. Notwithstanding anything contained herein to the contrary, the Contractor shall have the right to retain a copy of the above materials, records, and documents for its archives.
- (b) **SEPARATE ASSIGNMENT.** If for any reason the agreement of the Authority and the Contractor set forth in subsection 12.a. above regarding the ownership of work product and other materials is determined to be unenforceable, either in whole or in part, the Contractor hereby assigns and agrees to assign to the Authority all right, title, and interest that Contractor may have or at any time acquire in said work product and other materials which are prepared for this Agreement, without royalty, fee or other consideration of any sort, and without regard to whether this Agreement has terminated or remains in force. The Authority hereby acknowledges, however, that all documents and other work product provided by the Contractor to the Authority and resulting from the Transition Services performed under this Agreement are intended by the Contractor solely for the use for which they were originally prepared. Notwithstanding anything contained herein to the contrary, the Contractor shall have no liability for the use by the Authority of any work product generated by the Contractor under this Agreement on any project other than for the specific purpose and Project for which the work product was prepared. Any other reuse of such work product without the prior written consent of the Contractor shall be at the sole risk of the Authority.

- (c) **DEVELOPMENT OF CONTRACTOR WORK PRODUCT.** The Authority acknowledges that the Contractor’s work product will be developed using data that is available at the time of the execution of a given work authorization, and will not constitute any guarantee or other assurance of future events. The Contractor will prepare work product using practices that are standard procedures in the industry.
- (d) **OWNERSHIP OF MATERIALS, SOFTWARE AND LICENSES.** The Authority acknowledges and agrees that, the Contractor and/or its subcontractors or licensors of are the exclusive owners all copyrights, trade secret rights and related intellectual property rights (such rights together referred to herein as “Intellectual Property Rights”) in all Software and accompanying documentation developed, produced or implemented in connection with this Agreement by the Contractor, its officers, employees, subcontractors or agents. Except as expressly stated herein, this Agreement does not grant the Authority any rights in or to such Intellectual Property Rights. The Contractor reserves the right to grant licenses to use such Software to any other party or parties, provided that any such licenses do not affect the provision of any of the Transition Services to the Authority pursuant to this Agreement.
- i. The provisions of this subsection 12.d. shall be without prejudice to, and shall not interfere with the Authority’s Ownership of Reports as provided for under the subsection 12.a to 12.c. of this Agreement.
 - ii. The Contractor reserves all rights in Software and all Intellectual Property associated therewith that have not been expressly granted herein.
 - iii. For the duration of this Agreement, the Contractor hereby grants to the Authority a nonexclusive, non-transferable license to use the Software for such purposes and to the extent necessary to enable the Authority to receive the Contractor’s Transition Services under this Agreement. Notwithstanding anything to the contrary in this Agreement, the license referred in this sub-clause (iii) shall not survive termination or expiry of this Agreement; provided, however, that such license shall be automatically extended for the limited purposes and period necessary to give effect to any post-termination or post-expiry transition-related obligations expressly undertaken by the Contractor under this Agreement, such that the Contractor’s Transition Services remain continuous and uninterrupted for the duration of any such transition period, and the Contractor shall provide the Authority with all permissions and licenses necessary to enable the Authority to receive the Contractor’s Transition Services throughout any such transition period, including permissions and licenses necessary for use of any third-party software implemented by the Contractor under this Agreement.
 - iv. The Authority shall have no right to access or use the source code of the Software.

- v. The Authority shall not attempt to make any part of the Software or any accompanying documentation supplied by the Contractor along with the Software, available to any third party, or otherwise allow access to the same to any third party except as required by law.
- vi. The Authority shall not attempt to reverse compile, decompile, disassemble or reverse engineer the Software, nor shall it amalgamate, amend, incorporate, modify, reproduce, translate or otherwise alter the same into or with any other software or use the same in conjunction with any third party's software.
- vii. For purposes of this Agreement, the term Software shall mean any software used by the Contractor or any subcontractor of the Contractor to provide the Transition Services to the Authority, including any software owned or provided by the Contractor or by a sub-consultant of the Contractor.

ARTICLE 13 **SUBLETTING OF WORK**

The Contractor shall not sublet, assign, or transfer any part of the work or obligations included in this Agreement without the prior written approval of the Authority, which approval shall not be unreasonably withheld. Responsibility for sublet, assigned or transferred work shall remain in all instances with the Contractor.

ARTICLE 14 **APPEARANCE AS WITNESS AND ATTENDANCE AT MEETINGS**

Contractor shall cooperate with the Authority and requests for attendance at meetings and in various types of proceedings as follows:

- (a) **WITNESS**. If requested by the Authority or on its behalf, the Contractor shall use its best efforts to help Authority prepare such exhibits as may be requested for all hearings and trials related to any of the Transition Services provided under this Agreement.
- (b) **MEETINGS**. At the request of the Authority, the Contractor shall provide appropriate personnel for conferences at its offices, or attend meetings and conferences at (a) the various offices of the Authority, (b) the offices of the Authority's legal counsel, bond counsel, and/or financial advisors, or (c) any reasonably convenient location.
- (c) **WORK AUTHORIZATION**. In the event that services under this section are not covered by an existing Work Authorization, the Authority will issue a Work Authorization, pursuant to Article 2 hereto, to cover such services.

ARTICLE 15
**COMPLIANCE WITH LAWS AND AUTHORITY POLICIES; PROTECTION OF
DATA AND INFORMATION**

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

As part of their operations, CTRMA collects and maintains information about individuals (including toll customers, vehicle owners, and employees) that may include data such as a person's Social Security number, driver's license number, license-plate number, geolocation or travel data, bank account or credit card information, health information, employment-related information, or login and password credentials (all such data pertaining to individuals, whether or not specifically listed, being "Personal Information"). As part of its performance of the Transition Services, Contractor may have access to, handle, or receive Personal Information or other confidential or proprietary materials, information, or data maintained by or concerning CTRMA (collectively with Personal Information, "RMA Information"). Contractor therefore agrees that:

- (a) Contractor is responsible for the security of RMA Information that it receives or accesses in performing Transition Services, and Contractor shall at all times maintain appropriate information-security measures with respect to RMA Information in a manner consistent with applicable law.
- (b) Contractor must implement and maintain current and appropriate administrative, technical, and physical safeguards with respect to RMA Information in its possession, custody, or control, or to which it has access, to protect against unauthorized access or use of such RMA Information. At a minimum, such safeguards shall be consistent with generally-recognized best practices for information security in the handling of similar types of data. Without limiting the foregoing, Contractor must appropriately and effectively encrypt RMA Information (i) transmitted over the Internet, other public networks, or wireless networks, and (ii) stored on laptops, tablets, or any other removable or portable media or devices.
- (c) Contractor must identify to CTRMA all subcontractors, consultants, and other persons who may have access to RMA Information in connection with the Transition Services. Contractor must restrict the RMA Information to which a given employee or approved subcontractor has access to only that RMA Information which such employee or

approved subcontractor needs to access in the course of such employee's or approved subcontractor's duties and responsibilities in connection with the Transition Services.

- (d) Before granting access to RMA Information, Contractor must ensure that its employees and each approved subcontractor agrees to abide by these information security measures (or other applicable measures that are at least as protective of RMA Information).
- (e) Absent CTRMA's advance written permission, RMA Information must not be stored, accessed, or processed at any location outside of the United States.
- (f) Contractor may use RMA Information only for performing the Transition Services, and Contractor must ensure that its employees and approved subcontractor are restricted from any use of RMA Information other than for such purpose.
- (g) Except to the extent otherwise expressly permitted, Contractor may not disclose CTRMA Information except as required by law or a governmental authority having jurisdiction over Contractor. In the event of such required disclosure, Contractor must notify CTRMA in advance (if legally permissible to do so) and reasonably cooperate with any decision by CTRMA to seek to condition, minimize the extent of, or oppose such disclosure.
- (h) Contractor will immediately notify CTRMA if Contractor discovers any actual or reasonably suspected breach of security or unauthorized use of RMA Information (i) in the possession, custody, or control of Contractor, its employees, or its subcontractors and/or (ii) effectuated using access permissions or credentials extended to an employee or subcontractor of Contractor (either of occurrences (i) or (ii) being referred to as a "Security Incident"). In no event shall Contractor's notification to CTRMA be later than three (3) calendar days after Contractor discovers the Security Incident; provided, however, that more immediate notification shall be given as the circumstances warrant or if more immediate notification is required by law. Contractor must provide all necessary and reasonable cooperation with respect to the investigation of such Security Incident, including the exchange of pertinent details (such as log files). In addition, Contractor must promptly undertake appropriate remediation measures and inform CTRMA regarding the same.
- (i) Subject to requirements of data security or privacy laws, CTRMA, in its sole discretion, will determine whether, and when to provide notice of a Security Incident to (a) any individuals whose personal information has been actually or potentially compromised; (b) any governmental authority; and/or (c) any other entity, including, but not limited to, consumer credit reporting agencies or the media. All notices must be approved by CTRMA before they are distributed. Contractor must reimburse CTRMA for costs or expenses CTRMA incurs in connection with such notices (including the provision of credit monitoring or other identity protection services, to the extent the provision of such services is legally required or customary for similar data security incidents). Furthermore, and in addition to any other indemnification requirements under this Agreement, Contractor shall indemnify and hold CTRMA harmless from all claims,

costs, expenses, and damages (including reasonable attorneys' fees) that CTRMA incurs in connection with any regulatory action or third party claim arising from a Security Incident.

- (j) Contractor must cooperate and permit CTRMA (and any governmental authorities with jurisdiction in connection with an audit requested by CTRMA) reasonable access for on-site review of Contractor's data security systems and procedures to verify Contractor's compliance with its obligations under this Agreement.
- (k) Each calendar year, Contractor must provide a current Type 2 Service Organizations Control (SOC) report or comparable report satisfactory to CTRMA, confirming the adequacy of Contractor's controls under the Trust Services Principles and Criteria of the American Institute of CPAs, or comparable principles and requirements satisfactory to CTRMA. The scope of each report must include all of Contractor's applications and systems that have access to or are involved in the processing of CTRMA Information, and each report must include a list of the controls that were tested.
- (l) Whenever RMA Information is no longer needed for the performance of Transition Services, or at any time upon written notification from CTRMA, Contractor must unconditionally and without any charge or fee return or, at CTRMA's written election, certify the secure destruction of, all RMA Information in Contractor's possession, custody, or control (including RMA Information in the possession, custody, or control of any of Contractor's subcontractors or consultants).
- (m) With respect to all RMA Information that constitutes payment cardholder information under the PCI DSS and with respect to any actions or activity that may impact the security of CTRMA's systems securing payment cardholder information, Contractor must, and must cause its approved subcontractors, as applicable, to:
 - i. abide by PCI DSS, as updated from time to time (currently, version 3.2), and related security and reporting requirements or standards imposed by applicable payment card brand(s) including through the provision of, preparation of, or cooperation in connection with any all reports, assessments, audits, inquiries, or attestations made, to be made, or desired by CTRMA pursuant to PCI DSS or applicable payment card brand requirements or standards;
 - ii. annually, and at such other times as CTRMA may reasonably request, provide CTRMA with a certification demonstrating compliance with PCI DSS in the relevant capacity, without charging CTRMA any fee or other amount with respect to such compliance or certification thereof; and
 - iii. without limiting the foregoing, refrain from any recording or storage of card security codes, render primary account numbers unreadable wherever stored, and dispose of payment cardholder information in compliance with PCI DSS Requirement 9.8.

ARTICLE 16
AUTHORITY INDEMNIFIED

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

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

ARTICLE 17
CONFLICTS OF INTEREST

The Contractor represents and warrants to the Authority, as of the effective date of this Agreement and throughout the term hereof, that it, its employees and subcontractors (a) have no financial or other beneficial interest in any Contractor, engineer, product or service evaluated or recommended by the Contractor, except as expressly disclosed in writing to the Authority, (b) shall discharge their responsibilities under this Agreement professionally, impartially and independently, and (c) are under no contractual or other restriction or obligation, the compliance with which is inconsistent with the execution of this Agreement or the performance of their respective obligations hereunder. In the event that a firm (individually or as a member of a consortium) submits a proposal to work for the Authority, Contractor shall comply with the Authority's conflict of interest policies and shall make disclosures as if it were one of the key personnel designated under such policies.

ARTICLE 18 INSURANCE

Prior to beginning the Transition Services designated in this Agreement, the Contractor shall obtain and furnish certificates to the Authority for the following minimum amounts of insurance:

- (a) **WORKERS' COMPENSATION INSURANCE.** In accordance with the laws of the State of Texas covering all of Contractor's employees and employer's liability coverage with a limit of not less than \$1,000,000. A "Waiver of Subrogation" in favor of the Authority shall be provided.
- (b) **COMMERCIAL GENERAL LIABILITY INSURANCE.** On an "occurrence basis" with limit a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury, including those resulting in death; and property damage on an "occurrence basis" with an aggregate limit of not less than \$2,000,000. A "Waiver of Subrogation" in favor of the Authority shall be provided.
- (c) **BUSINESS AUTOMOBILE LIABILITY INSURANCE.** Applying to owned, non-owned, and hired automobiles in an amount not less than \$1,000,000 for bodily injury, including death, to anyone person, and for property damage on account of anyone occurrence. This policy shall not contain any limitation with respect to a radius of operation for any vehicle covered and shall not exclude from the coverage of the policy any vehicle to be used in connection with the performance of the Contractor's obligations under this Agreement. A "Waiver of Subrogation" in favor of the Authority shall be provided.
- (d) **VALUABLE PAPERS INSURANCE.** With limits not less than \$500,000 to cover the full restoration of any records, information, logs, reports, diaries, or other similar data or materials of Contractor relating to the Transition Services provided under this Agreement in the event of their loss or destruction, until such time as the work has been delivered to the Authority or otherwise completed.
- (e) **CYBERSECURITY INSURANCE.** Professional/technology errors and omissions liability insurance, including liability for financial loss and/or business interruption suffered by CTRMA, due to error, omission, negligence of employees and machine malfunction, cyber liability/network security/privacy coverage arising from errors, omission, negligence of employees and hardware malfunction, or causing electronic data to be inaccessible, computer viruses, denial of service, loss of service, network risks (such as data breaches, unauthorized access or use, identity theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.) in connection with all Transition Services provided by Contractor, in an amount of at least ten million dollars (\$10,000,000), and which has no exclusion or restriction for encrypted or unencrypted portable devices;
- (f) **EXCESS UMBRELLA LIABILITY.** With minimum limits of \$6,000,000 per claim and in the aggregate, annually, as applicable excess of the underlying policies required at a. - e. above. The Umbrella Policy shall contain the provision that it will continue in force

as an underlying insurance in the event of exhaustion of underlying aggregate policy limits.

- (g) **GENERAL FOR ALL INSURANCE.** The Contractor shall promptly, upon execution of this Agreement, furnish certificates of insurance to the Authority indicating compliance with the above requirements. Certificates shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage.

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

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

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

ARTICLE 19 **COORDINATION OF CONTRACT DOCUMENTS**

In the event of a conflict, the order of prevailing precedence (a-highest order to d-lowest order of precedence) shall be as follows:

- (a) Any amendments to the Agreement.
- (b) The Agreement.

- (c) Appendices to the Agreement.

ARTICLE 20
MAINTENANCE OF, ACCESS TO, AND AUDIT OF RECORDS

a. **RETENTION AND AUDIT OF RECORDS.** Contractor shall maintain at its offices in Austin, Texas, a complete set of all books, records, electronic files and other documents prepared or employed by Contractor in its management, scheduling, cost accounting and other activities related to this Agreement. Contractor shall maintain all records and documents relating to this Agreement, including copies of all original documents delivered to the Authority until four years after the date of the termination of this Agreement. Contractor shall notify the Authority where such records and documents are kept. If approved by the Authority, photographs, microphotographs or other authentic reproductions may be maintained instead of original records and documents.

Contractor shall make these records and documents available for audit and inspection to the Authority, at Contractor's offices in Austin, Texas, at all reasonable times, without charge, and shall allow the Authority or its representatives to make copies of such documents. The Authority may direct its own auditors or representatives to perform such audits or reviews. Contractor shall cooperate fully with the entity performing the audit or review. In the event that an audit or review shows an underpayment to CTRMA of amounts owed for the period reviewed by more than two percent (2%) reasonable cost of the audit or review will be borne by Contractor.

Notwithstanding the foregoing, the Contractor shall comply with all laws pertaining to the retention of records and the provision of access thereto. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles in the United States, subject to any exceptions required by existing bond indentures of the Authority, and shall provide the Authority with a copy of any audit of those books and records as provided herein or otherwise requested by the Authority.

b. **PUBLIC RECORDS ACT.** 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 Public Information Act. Contractor shall be solely responsible for all determinations made by it under such law, and for clearly and prominently marking each and every page or sheet of materials with "Trade Secret" or "Confidential", as it determines to be appropriate. Contractor is advised to contact legal counsel concerning such law and its application to Contractor.

If any of the materials submitted by the Contractor to the 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.

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 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.

ARTICLE 21
RELATIONSHIP BETWEEN THE PARTIES

Notwithstanding the anticipated collaboration between the parties hereto, or any other circumstances, the relationship between the Authority and the Contractor shall be one of an independent contractor. The Contractor acknowledges and agrees that neither it nor any of its employees or subcontractors, shall be considered an employee of the Authority for any purpose. The Contractor shall have no authority to enter into any contract binding upon the Authority, or to create any obligation on behalf of the Authority. As an independent contractor, neither the Contractor nor its employees shall be entitled to any insurance, pension, or other benefits customarily afforded to employees of the Authority. Under no circumstances shall the Contractor, or its employees, or subcontractors, represent to suppliers, contractors or any other parties that it is employed by the Authority or serves the Authority in any capacity other than as an independent contractor. The Contractor shall clearly inform all suppliers, Contractors and others that it has no authority to bind the Authority. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationship of employee-employer or principal-agent, or to otherwise create any liability for the Authority whatsoever with respect to the liabilities, obligations or acts of the Contractor, its employees, subcontractors, or any other person.

ARTICLE 22
DELIVERY OF NOTICES, ETC.

In each instance under this Agreement in which one party is required or permitted to give notice to the other, such notice shall be deemed given either (a) when delivered by hand; (b) one (1) business day after being deposited with a reputable overnight air courier service; or (c) three (3) business days after being mailed by United States mail, registered or certified mail, return receipt requested, and postage prepaid. Any notices provided under this Agreement must be sent or delivered to:

In the case of the Contractor:

ViaPlus, LLC
[]
Attn: President & CEO

In the case of the CTRMA:

Central Texas Regional Mobility Authority
3300 N IH-35, Suite 300
Austin, TX 78705
Attn: Director of Operations

and:

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

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

ARTICLE 23
REPORTING OF SUBPOENAS, NOTICES, ETC.

The Contractor shall immediately send the Authority a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, subcontractors, or representatives, or received by it or them, in connection with any matter related to the Transition Services under this Agreement.

ARTICLE 24
AUTHORITY'S ACTS

Anything to be done under this Agreement by the Authority may be done by such persons, corporations, firms, or other entities as the Authority may designate.

ARTICLE 25
LIMITATIONS

Notwithstanding anything herein to the contrary, all covenants and obligations of the Authority under this Agreement shall be deemed to be valid covenants and obligations only to the extent authorized by Chapter 370 of the Texas Transportation Code and permitted by the laws and the Constitution of the State of Texas, and no officer, director, or employee of the Authority shall have any personal obligations or liability thereunder or hereunder.

The Contractor is obligated to comply with applicable standards of professional care in the performance of the Transition Services. The Authority shall have no obligation to verify any information provided to the Contractor by the Authority or any other person or entity.

ARTICLE 26
CAPTIONS NOT A PART HEREOF

The captions or subtitles of the several articles, subsections, and divisions of this Agreement are inserted only as a matter of convenience and for reference, and in no way define,

limit or describe the scope of this Agreement or the scope or content of any of its articles, subsections, divisions, or other provisions.

ARTICLE 27
CONTROLLING LAW, VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Travis County, Texas, for all disputes arising hereunder and waive the right to sue and be sued elsewhere.

ARTICLE 28
COMPLETE AGREEMENT

This Agreement, including all Appendices attached hereto, sets forth the complete agreement between the parties with respect to the Transition Services and supersedes all other agreements (oral or written) with respect thereto. Capitalized terms shall have the definitions provided herein and in Appendix F. Any changes in the character, agreement, terms and/or responsibilities of the parties hereto must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by the Authority and the Contractor. This Agreement may not be orally canceled, changed, modified or amended, and no cancellation, change, modification or amendment shall be effective or binding, unless in writing and signed by the parties to this Agreement. This provision cannot be waived orally by either party.

ARTICLE 29
TIME OF ESSENCE

With respect to any specific delivery or performance date or other deadline provided hereunder, time is of the essence in the performance of the provisions of this Agreement. The Contractor acknowledges the importance to the Authority of the timely provision of the Transition Services and will perform its obligations under this Agreement with all due and reasonable care.

ARTICLE 30
SEVERABILITY

If any provision of this Agreement, or the application thereof to any person or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.

ARTICLE 31
AUTHORIZATION

Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement.

ARTICLE 32
SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the Authority, the Contractor, and their respective heirs, executors, administrators, successors, and permitted assigns. The Contractor may not assign the Agreement or any portion thereof without the prior written consent of CTRMA.

ARTICLE 33
INTERPRETATION

No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court, other governmental or judicial authority, or arbiter by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.

ARTICLE 34
BENEFITS INURED

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

ARTICLE 35
SURVIVAL

The parties hereby agree that each of the provisions in the Agreement are important and material and significantly affect the successful conduct of the business of the Authority, as well as its reputation and goodwill. Any breach of the terms of this Agreement is a material breach of this Agreement, from which the Contractor may be enjoined and for which the Contractor also shall pay to the Authority all damages which arise from said breach. The Contractor understands and acknowledges that the Contractor's responsibilities under Articles 12 and 16 of this Agreement shall continue in full force and effect after the Contractor's contractual relationship with the Authority ends for any reason.

ARTICLE 36
FORCE MAJEURE

If a Force Majeure Event occurs, the Nonperforming Party is excused from performance of its obligations under this Agreement but only for the time and to the extent that such performance is prevented by the Force Majeure Event. During a Force Majeure Event that prevents Contractor from delivering Transition Services, Contractor's entitlement to compensation under this Agreement is suspended.

When the Nonperforming Party is able to resume performance of its obligations under this Agreement, it will immediately give the Performing Party (defined below) written notice to that effect and promptly resume performance under this Agreement.

The relief offered by this Force Majeure provision is the exclusive remedy available to the Nonperforming Party with respect to a Force Majeure Event.

The Performing Party may terminate this Agreement if:

- (a) the Nonperforming Party's failure to perform under this Agreement due to a Force Majeure Event impairs material benefits of this Agreement to the other party (the "Performing Party"); and
- (b) the Nonperforming Party does not resume performance in accordance with this Agreement within 30 days following the giving of notice to the Nonperforming Party of the Performing Party's intent to terminate this Agreement.

In this Agreement, "Force Majeure Event" means any act, event, or condition not foreseeable by a party (the "Nonperforming Party") that: (A) prevents the Nonperforming Party from performing its obligations under this Agreement; (B) is beyond the control of, not caused in whole or in part by, and not otherwise the fault of the Nonperforming Party; and (C) is not able to be overcome or avoided by the Nonperforming Party's exercise of diligence or preventative measures. Provided, however, economic hardship, changes in market conditions, or insufficiency of funds do not constitute a Force Majeure Event.

ARTICLE 37 **CERTIFICATIONS**

- (a) **Entities that Boycott Israel.** The Contractor represents and warrants that (1) it does not, and shall not for the duration of this Agreement, boycott Israel or (2) the verification required by Section 2271.002(a) of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the course of the Agreement, the Contractor shall promptly notify the CTRMA.
- (b) **Entities that Boycott Energy Companies.** The Contractor represents and warrants that: (1) it does not, and will not for the duration of this Agreement, boycott energy companies, as defined in Section 809.001(1) of the Government Code; except if not applicable as provided by Section 2276.002(a) of the Government Code, the CTRMA determines such representation and warrant verification is not required as provided by Section 2276.002(c) of the Government Code.
- (c) **Entities that Discriminate Against Firearm Entities or Trade Associations.** The Contractor verifies that: (1) it does not, and will not for the duration of this Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the course of this Agreement, the Contractor shall promptly notify the CTRMA.

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

Authority:

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

By: _____

Name:

Title:

Contractor:

VIAPLUS, LLC

By: _____

Name:

Title:

Appendix A

ViaPlus Transition Services Agreement Statement of Work

Summary

A reliable back-office system is the backbone of the Mobility Authority's fiscal health and public reputation. Following discussions with Neology, it was determined that the original February 2027 launch date posed an unacceptable risk to revenue stabilization. Consequently, the Mobility Authority proposes a new agreement with ViaPlus to bridge the gap until June 30, 2028. This measured approach prioritizes operational integrity and customer experience to complete final optimizations.

Proposed Term

- March 9, 2027 – June 30, 2028
- Additional one (1) one-year renewal option

Contract Scope

The scope of the ViaPlus Transition Services Agreement is to provide transition-related services to support the Mobility Authority's Pay By Mail (PBM) Program. The Contractor shall be responsible for all aspects of operating and maintaining its current PBM back-office system solution. In addition, the Contractor shall provide the staff, equipment, facility, communication methods, payment channels, and operations management functions required to manage the day-to-day operations of the CSC, support the Mobility Authority's customers, and collect toll and fee revenue.

The scope of Pay By Mail Transition Services Contract includes the following, at a minimum:

- 1) PBM Transaction Processing
 - a) PBM Account Management
 - b) PBM correspondence, including Toll Bills and Notices
- 2) PBM Tolls and Administrative Fees Invoicing
 - a) Registered Owner Look-up Services
 - b) General Customer Correspondence
 - c) Payment Processing
 - d) Payment Plan Establishment and Management
 - e) Maintenance of the Existing Payment Portal/Website

- 3) Violation Processing
 - a) Collection Agency Services
 - b) Enhanced Enforcement Initiatives
 - c) Payment Plan Establishment and Servicing
- 4) Customer Service Center (CSC) Operations
 - a) Call Center Management and Staffing
 - b) Walk-in Payment Center Management and Staffing
 - c) Customer Inquiries, Disputes, and Complaints Management
 - d) Customer Satisfaction Initiatives
 - e) Customer Relationship Management
 - f) Management of Payment and Communication Channels
- 5) Special Programs Management
 - a) Qualified Service Member Program
 - b) Exempt Vehicles
- 6) Financial Reporting
 - a) Financial Reconciliation
 - b) Weekly Remittance
 - c) Financial Analysis
 - d) External Auditing Compliance and Assistance
 - e) Escheatment Management and Processing
- 7) System/Data
 - a) Data Interfaces
 - b) Data Analytics and Reporting
 - c) System Configuration and Scalability
 - d) System Security and Auditing
 - e) Compliance and Quality

The Contractor shall perform all tasks necessary to perform the scope of services described, including:

- 1) Maintain all infrastructure necessary to perform the Scope of Work, including office space, Information Technology (IT), Call Distribution Management (CDM), etc.
- 2) Maintain necessary computer hardware, software, and networks required to support the Mobility Authority's Pay By Mail program.
- 3) Adhere to the Mobility Authority's requirements, including all interfaces.
- 4) Ensure appropriate staffing.
- 5) Secure all physical and digital assets.
- 6) Maintain current Service Level Agreements (SLAs).

Appendix B – Key Performance Indicators/Service Level Agreements

KEY PERFORMANCE INDICATORS

Table B-1: Key Performance Indicators - Accessibility

Accessibility Category	Performance Measure	Description
Abandoned calls	Maximum 5%	The caller hangs up or ends the call before speaking with a CSR.
Average hold time	Maximum 90 seconds	The average time between customer requesting a CSR to connection to CSR.
Average Speed of Answer	Maximum 30 seconds; <30 seconds	The average time for line to be answered (either by the IVR or a CSR) from completion of dialing.
Trunk Utilization	1% Maximum	Maximum percent of time phone trunks are at capacity.
Percent of calls placed on hold	Maximum 2%	Customer placed on hold for any reason during call with CSR.
Hold or queue time	Maximum 60 seconds	CSR places customer on hold for any reason during call.
Percent of calls escalated	Maximum 1%	Initial CSR must pass customer to someone else for resolution (as a percent of total call volume).
Respond to email inquiries	100% within 2 days from time of system auto response	Complete, accurate responses to customer email inquiries.
Respond to written inquiries	98% in 2 days; 100% in 4 days of stamped receipt	Complete, accurate responses to customer written inquiries.
Respond to telephone inquiries or complaints	98% w/in 1 day 100% w/in 2 days	Complete, accurate response to customer messages left via telephone.
Customer requests correspondence, customer brochures, and others (receipts, statements)	Minimum of 85% processed within 48 hours of receipt Remainder (100%) processed within 72 hours of receipt Minimum accuracy rate of 99.5%	Time to complete fulfillment of customer requests

Table B-2: Key Performance Indicators - Quality

Quality Category	Performance Measure	Description
Correspondence Accuracy / Quality	Data entry minimum 99.5% Quality monitoring 83% - 93.9% Quality assurance score of 98% Quality score of 94%	Measures the accuracy of data input to minimize errors, rework, and complaints

Pay By Mail, Violations Processing, Collections, and Customer Services

Quality Category	Performance Measure	Description
Incidence of customer service complaints	Not more than 2 per 1,000 of all customer correspondence	This number or percentage of customer complaints compared to a set number of total customer contacts.
Percent of calls monitored	Minimum 2% for experienced CSRs Minimum of 5% for inexperienced CSRs (6 months or less on job)	The percent of calls that are monitored by supervisor or training personnel to ensure customer service representatives (CSRs) are providing professional, knowledgeable, and polite service.
Customer satisfaction	95.5%	Acceptable score on after-call survey (to be defined in design).

Table B-3: Key Performance Indicators – System Availability

System Availability Category	Performance Measure	Description
CSC / BOS System Availability	98% uptime	System is operational and properly processing transactions, reporting and supporting customer self-service activities.
Website Accessibility	99.5% uptime	All functions of website fully available 99% of the time, excluding Agency-approved maintenance windows.

Table B-4: Key Performance Indicators – Image Processing (Optional service to be executed at the direction of the Authority)

Image Processing Category	Performance Measure	Description
Image Processing Accuracy	99.5%	Percentage of transactions that have correct license plate number and jurisdiction indicated. Note: this measure excludes transactions which have no associated images in which the license plate number and jurisdiction can be accurately determined by the human eye.
Image Processing Response	72 hours	The amount of time Contractor is allocated to process transaction images and return the required license plate state and jurisdiction data to the Authority. This time period begins when the transaction is made available to the Contractor and ends when the Contractor has made the results available to the Authority.

Pay By Mail, Violations Processing, Collections, and Customer Services

Table B-5: Key Performance Indicators – Collection Performance

Collections Category	Performance Measure	Description
Collection Rate	95%	Percentage of toll transactions received by the Contractor that result in full payment of the toll, including automatic payment to prepaid plate-based accounts, payment of toll bills, violation notices, and collections activities.

Appendix C - Compensation

Pay By Mail Pricing (BASE CONTRACT)

Pay Item	Description of Item	Unit	Volume ² (per month)	Unit Price		% of Toll Collected	
				Proposed Price (USD)	Maximum Allowed (USD)	Proposed Percentage (%)	Maximum Allowed (%)
1	Transactions Paid from Pre-paid Balance (Plate-based Account)	Transaction	0-150,000			18%	25%
			150,001-300,000			15%	25%
			>300,000			10%	25%
2	Paid First Video Bill (paid prior to issuance of 1st Notice of Non-Payment)	One Paid Bill (30 days of transactions)	0-50,000	\$ 0.54	\$ 1.00	17%	20%
			50,001-75,000	\$ 0.54	\$ 1.00	17%	20%
			> 75,000	\$ 0.54	\$ 1.00	17%	20%
3	Paid 1st Notice of Non-Payment (paid prior to issuance of Violation Notice)	One Paid Notice (30 days of transactions)	0-20,000	\$ 2.50		13%	15%
			20,001-40,000	\$ 2.50		13%	15%
			> 40,000	\$ 2.50		13%	15%
4	Paid Violation Notice	One Paid Notice (30 days of transactions)	0-10,000	\$ 5.60		8%	10%
			10,001-20,000	\$ 5.60		8%	10%
			>20,000	\$ 5.60		8%	10%
5	Paid in Collections	Each Transaction Paid	0-5,000	\$ 3.52		0%	5%
			5,001-10,000	\$ 3.52		0%	5%
			>10,000	\$ 3.52		0%	5%
6	Image Review ¹	Transaction	0-3,000,000	\$ 0.03			
			3,000,001-4,000,000	\$ 0.02			
			>4,000,000	\$ 0.02			
7	Court Packets	Packet	0-50	\$ 20.00			
			51-150	\$ 17.00			
			>150	\$ 15.00			
8	Legal Support (Liaisons)	Per Liaison	As Needed	\$ 16,360.00			

NOTES:

A - Proposers should not make any changes to the format or structure of the spreadsheet.

B - Proposers are to fill in all green-shaded cells. Zero is an acceptable entry.

C - Each set of transactions on a bill or notice shall age together.

D - The Contractor shall only be paid for one of the pay items for each set of transactions. That is, once a set of transactions moves from the toll bill to the 1st Notice of Non-Payment, the unit prices in rows 21-23 are used to determine payment. The unit prices in rows 13-15 no longer apply to this set of transactions. Transactions shall only be charged once, according to the phase in which the transaction was paid.

E - ²The unit price shall be determined by the unit price listed next to the total number of units that occurred in the calendar month.

F - The prices above should include all costs for performance of all aspects of the Scope of Services, except Section 2.6 (Image Processing) and any costs associated with performing any required data migration.

G - ¹Image Processing (Review) is an optional service. The cost of reviewing all images associated with one transaction, including non-revenue transactions.

H - Data Migration will be treated as a negotiated change to the contract.

I - Court packet pricing will only apply when an Authority does not need the services of Court Liaisons but only needs the packages prepared.

J - Legal Support pricing should include all costs of the Liaisons, any support staff necessary, and the preparation of the court packages and all other functions necessary for the legal support.

Appendix C - Compensation

Pay By Mail Pricing (INCENTIVE)

Contract amendment pricing and incentives effective following amendment execution

INCENTIVE METRICS	
Metric	Target
A. Collection / liquidation percentage within 30 days of invoicing	≥ 31%
B. Average customer satisfaction score (for customer service call survey responses)	96.50%
C. Average speed of answer (for customer and payment-related calls)	45 seconds
D. Average hold time	45 seconds
E. Average abandonment rate	5%
<i>i. If metrics not met, no incentive payment earned</i>	
<i>No penalty for missing incentive target</i>	

INCENTIVE PAYMENT APPROACH	
<i>Splits Cofiroute incentive into two incentive opportunities:</i>	
1. Cofiroute receives 2% additional on paid first video bill rate on toll for achieving:	
A. Collection / liquidation percentage within 30 days of invoicing	≥ 31%
B. Average customer satisfaction score (for customer service call survey responses)	96.50%
C. Average speed of answer (for customer and payment-related calls)	45 seconds
D. Average hold time	45 seconds
E. Average abandonment rate	5%
<i>i. Does not include previous month values into calculation of liquidation</i>	
<i>ii. New report generated to calculate liquidation based upon first TBN invoice date</i>	
2. Cofiroute receives an additional 2% (total 4%) on paid first video bill rate on toll for achieving:	
A. A collection / liquidation percentage within 30 days of invoicing	≥ 33%
<i>i. Does not include previous month values into calculation of liquidation</i>	
<i>ii. New report generated to calculate liquidation based upon first TBN invoice date</i>	
3. Incentive payments to be made monthly in arrears via separate direct invoice. Calculated on all paid TBN for the previous month.	

Appendix D - Change Order Rate Schedule

Staff Position/Classification	Loaded Hourly Rate (2018)
Database Administrator	\$ 89.29
Manager, QA/QC	\$ 111.47
QA/QC	\$ 54.60
Network Administrator	\$ 77.22
Project Manager	\$ 163.65
Software Architect	\$ 134.47
Software Development Engineer	\$ 118.29
Software Development Manager	\$ 139.15
Software Programmer I	\$ 68.96
Software Programmer II	\$ 62.06
System Administrator	\$ 78.47
System Analyst	\$ 82.34
Technology Manager	\$ 124.13
Training Manager	\$ 83.27
CSC Manager / Supervisor	\$ 67.24
Finance Manager	\$ 116.33
Finance Clerk	\$ 38.77

Appendix E

Key Personnel

Project Principal

Project Manager

Quality Assurance Manager

Software Technical Maintenance Manager

Software Development

Appendix F— List of Acronyms/Terms

Term	Definition
Authority	Central Texas Regional Toll Mobility Authority (CTRMA)
ATC	Alternative Technical Concept
AVI	Automatic Vehicle Identification is the radio frequency system that identifies vehicles using transponders as they pass fixed antennas or readers to automatically charge the toll to the Customer.
BOPP	Business Opportunity Program and Policy
BOS	Back Office System is the toll processing system that contains the Host, Image Review, Customer Service and Violations Processing subsystems.
Business Rules	Rules that define the business and are intended to assert business structure to control the behavior of the business.
Contractor	The prime contractor resulting from this Request for Proposal
CRM	Customer Relationship Management
CSC	Customer Service Center
CSR	Customer Service Representative is a person that interacts with Mobility Authority Customers on its behalf.
DBE	Disadvantaged Business Enterprises
Deliverables	Documents provided by the Contractor as part of the agreed to contract terms.
DMV	Department of Motor Vehicles is the Texas state agency that provides vehicle registration information to the Mobility Authority.
ETC	Electronic Toll Collection is a means of toll revenue collection which uses AVI technology to automatically charge the toll to the Customer.
FIFO	First in, First Out describes the order in which payments are applied to outstanding transactions.
GAAP	Generally Accepted Accounting Principles
ICD	Interface Control Document describes the technology, format, frequency, and processing requirements for data exchanged between systems.
IFRS	International Financial Reporting Standards
IOP	Interoperability
ISMS	Information Security Management System
ISO	International Organization for Standardization
KPI	Key Performance Indicator
Notice	Violation notification document provided to the roadway violators
OCR	Optical Character Recognition
PBM	Pay By Mail

PCI-DSS	Payment Card Industry Data Security Standard
Proposal	A Proposer's response to this RFP
Proposer	Any of the pre-qualified firms submitting a proposal
RFP	Request for Proposal
SOC	Service Organization Control
SLA	Service Level Agreement
Transaction	An event that occurs when a vehicle travels through a tolling location where the event may or may not be associated with a transponder read. Refers to both a transponder or Video transaction.
Transponder	A device placed on or within a motor vehicle that capable of transmitting or receiving information used to assess or collect tolls that results in recognizable vehicle identification for tolling purposes.
SSAE	Statement on Standards for Attestation Engagements
Violation	A video transaction that does not match to a Transponder account and remains unpaid after initial invoicing.
VTR	Vehicle Titles & Registration, a division of the Texas Department of Transportation



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

May 27, 2026
AGENDA ITEM #9

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 roadway performance metrics.
- C. Marketing activities.
- D. Preliminary FY 2027 Budget.
- E. Preliminary FY 2027 Five-year Capital Plan.

Backup provided: None



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

May 27, 2026
AGENDA ITEM #10

Executive Session

Executive Session:

Discuss the acquisition of one or more parcels or interests in real property needed for a maintenance yard and related issues, pursuant to §551.072 (Deliberation Regarding Real Property) and §551.071 (Consultation with Attorney).



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

May 27, 2026
AGENDA ITEM #11

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

May 27, 2026
AGENDA ITEM #12

Executive Session

Executive Session:

Discuss legal issues related to claims by or against the Mobility Authority; including claims submitted on the 183A Phase III Project; 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

May 27, 2026
AGENDA ITEM #13

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

May 27, 2026
AGENDA ITEM #14

Executive Session

Executive Session:

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



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

May 27, 2026
AGENDA ITEM #15

Discuss and consider authorizing the Executive Director to take all actions necessary to purchase real property that may serve as a maintenance yard and customer service center for the Mobility Authority

Strategic Plan Relevance:	Stewardship
Department:	Administration
Contact:	James M. Bass, Executive Director
Associated Costs:	TBD
Funding Source:	FY 2026 Capital Budget
Action Requested:	Consider and act on draft resolution

Project Description/Background: To maintain the integrity of its roadways, the Central Texas Regional Mobility Authority (CTRMA or Authority) has approved funding for the acquisition of maintenance yards in the annual capital budget. CTRMA staff has been presented with an opportunity to purchase a property that is suitable for a maintenance yard and possibly a customer service center.

Previous Actions & Brief History of the Program/Project: CTRMA has a maintenance yard serving the 183A; however, over time, the yard has proven undersized to provide for needed activities, such as preparing roadway deicing treatment. A site has become available and staff has deemed it as a suitable site for a maintenance yard, and possibly a customer service center.

Staff has conducted due diligence on the site and the investigative process did not uncover or reveal any negative findings. The property survey is being recertified. Funds were also allocated in the fiscal year (FY) 2026 capital budget for the potential purchase of one or more land parcels to serve as a future CTRMA maintenance yard.

Financing: FY 2026 Capital Budget

Action requested/Staff Recommendation: Authorize the Executive Director to take all actions necessary to purchase real property that may serve as a maintenance yard and customer service center for the Mobility Authority.

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



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

May 27, 2026
AGENDA ITEM #16

Adjourn Meeting

Adjourn Board Meeting.