

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

RESOLUTION NO. 08-40

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

WHEREAS, Chapter 370 of the Texas Transportation Code authorizes regional mobility authorities to develop projects through the use of comprehensive development agreements ("CDAs"); and

WHEREAS, the CTRMA undertook the development of the 183-A Turnpike Project (the "Project") pursuant to a CDA effective November 29, 2004 for the design and construction of the Project; and

WHEREAS, the construction of the Project has been completed and it is being fully operated and maintained by the CTRMA; and

WHEREAS, the CTRMA has adopted and amended from time to time toll policies applicable to the Project that currently include and provide for the collection of tolls in the form of cash payments at designated payment booths, as well as collection through the use of other methods such as electronic toll collection; and

WHEREAS, on March 26, 2008, in Resolution No. 08-14B, the CTRMA Board of Directors authorized CTRMA staff and the CTRMA's General Engineering Consultant to undertake certain planning and design efforts to address the implementation of a cashless toll system for the Project in the future; and

WHEREAS, on April 30, 2008, in Resolution No. 08-23, the Board instructed the Executive Director and staff to undertake the procurement of a firm to construct the necessary and appropriate signage related to the utilization of a cashless toll system for the safe and efficient use of the Project by the traveling public (the "Construction Services"); and

WHEREAS, the procurement process was undertaken to solicit bids from entities qualified and interested in providing such Construction Services to the CTRMA in a manner consistent with the CTRMA's adopted Procurement Policies; and

WHEREAS, bids were received and opened consistent with the Procurement Policies and it was determined that Austin Traffic Signal Construction Company, L.P. submitted the lowest responsible bid for the Construction Services; and


WHEREAS, Austin Traffic Signal Construction Company, L.P. is presented to the Board as the lowest responsible bidder for the Construction Services and it is recommended that they be awarded a contract for the Construction Services.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby accepts the bid submitted by Austin Traffic Signal Construction Company, L.P. and the Executive Director and staff are instructed to finalize a contract with Austin Traffic Signal Construction Company, L.P. for the Construction Services consistent with the procurement documents, the bid submitted by Austin Traffic Signal Construction Company, L.P., the CTRMA's Procurement Policies and this Resolution; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized to execute the contract with Austin Traffic Signal Construction Company, L.P. on behalf of the CTRMA as set forth in this Resolution.

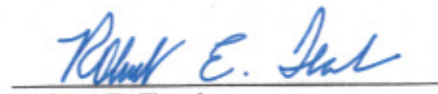
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of July 2008.

Submitted and reviewed by:



Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 08-40
Date Passed 7-30-08



CENTRAL TEXAS
Regional Mobility Authority

BID TAB 09183A24601C

HNTB

Signing Modifications for Cashless Tolling

Item No.	Description and Unit Pricing in Writing	Unit of Measurement	Quantity	Engineer's Estimate		Levy		ATS	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Drilled Shaft (Sign Mounts) (24")	LF	22.8	\$ 105.00	\$ 2,394.00	\$350.00	\$7,980.00	\$200.00	\$4,560.00
2	Drilled Shaft Foundations (36")	LF	78	\$150.00	\$ 11,700.00	\$340.00	\$ 26,520.00	\$580.00	\$ 45,240.00
3	Mobilization	LS	1	\$27,000.00	\$ 27,000.00	\$24,500.00	\$ 24,500.00	\$15,000.00	\$ 15,000.00
4	Barricades, Signs and Traffic Handling (Type 1)	EA	7	\$1,760.00	\$ 12,320.00	\$1,000.00	\$ 7,000.00	\$800.00	\$ 5,600.00
5	Barricades, Signs and Traffic Handling (Type 2)	EA	15	\$2,860.00	\$ 42,900.00	\$1,100.00	\$ 16,500.00	\$900.00	\$ 13,500.00
6	Barricades, Signs and Traffic Handling (Type 3)	EA	2	\$3,300.00	\$ 6,600.00	\$5,800.00	\$ 11,600.00	\$3,200.00	\$ 6,400.00
7	Barricades, Signs and Traffic Handling (Type 4)	EA	1	\$1,100.00	\$ 1,100.00	\$750.00	\$ 750.00	\$750.00	\$ 750.00
8	Barricades, Signs and Traffic Handling (Type 5)	DAY	1	\$500.00	\$ 500.00	\$3,600.00	\$ 3,600.00	\$2,500.00	\$ 2,500.00
9	Remove Aluminum Signs (Type G)	EA	14	\$250.00	\$ 3,500.00	\$170.00	\$ 2,380.00	\$200.00	\$ 2,800.00
10	Remove Aluminum Signs (Type O)	EA	14	\$500.00	\$ 7,000.00	\$660.00	\$ 9,240.00	\$600.00	\$ 8,400.00
11	Aluminum Signs (Type A)	SF	401.23	\$10.00	\$ 4,012.30	\$15.00	\$ 6,018.45	\$21.00	\$ 8,425.83
12	Aluminum Signs (Type G)	SF	612	\$20.00	\$ 12,240.00	\$30.00	\$ 18,360.00	\$25.00	\$ 15,300.00



CENTRAL TEXAS
Regional Mobility Authority

BID TAB 09183A24601C

HNTB

Signing Modifications for Cashless Tolling

13	Aluminum Signs (Type O) Remove Small Road Sign Support & Assembly (Sign Only)	SF	3518.26	\$25.00	\$	87,956.50	\$35.00	\$	123,139.10	\$26.00	\$	91,474.76
14	Remove Small Road Sign Support & Assembly	EA	3	\$20.00	\$	60.00	\$61.00	\$	183.00	\$100.00	\$	300.00
15	Install Large Road Sign Support (Struct Steel)	EA	3	\$100.00	\$	300.00	\$220.00	\$	660.00	\$200.00	\$	600.00
16	Overhead Sign Bridge (95' Bridge)	LB	2564.6	\$3.00	\$	7,693.80	\$2.65	\$	6,796.19	\$4.00	\$	10,258.40
17	Remove Large Roadside Sign Assembly Remove Overhead Sign and Support (Truss Only)	LS	1	\$44,000.00	\$	44,000.00	\$51,000.00	\$	51,000.00	\$55,500.00	\$	55,500.00
18	Reflective Pavement Markings Type I (4" Solid White)	EA	3	\$600.00	\$	1,800.00	\$800.00	\$	2,400.00	\$1,000.00	\$	3,000.00
19	Reflective Pavement Markings Type II (4" Solid White)	LS	1	\$1,100.00	\$	1,100.00	\$2,300.00	\$	2,300.00	\$3,000.00	\$	3,000.00
20	Eliminate Existing Pavement Markings (8") Eliminate Existing Pavement Markings (Exit Gore)	LF	2872	\$0.30	\$	861.60	\$1.15	\$	3,302.80	\$1.50	\$	4,308.00
21	Portable Changeable Message Sign	LF	2872	\$0.30	\$	861.60	\$0.55	\$	1,579.60	\$0.75	\$	2,154.00
22	Traffic Control Channelization System	LF	1300	\$1.00	\$	1,300.00	\$2.30	\$	2,990.00	\$2.30	\$	2,990.00
23		EA	2	\$300.00	\$	600.00	\$1,500.00	\$	3,000.00	\$1,500.00	\$	3,000.00
24		DAY	60	\$150.00	\$	9,000.00	\$300.00	\$	18,000.00	\$150.00	\$	9,000.00
25		LS	1	\$15,000.00	\$	15,000.00	\$26,300.00	\$	26,300.00	\$22,000.00	\$	22,000.00

Total Bid \$ 301,799.80 \$376,099.14 \$ 336,060.99

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

RESOLUTION NO. 08-41

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

WHEREAS, the CTRMA and other regional entities such as Williamson County, Texas ("Williamson County") have the authority to undertake the design and construction of shared use paths for the purpose of enhancing the mobility and recreational opportunities available to the public; and

WHEREAS, the CTRMA has constructed and completed the 183-A Turnpike Project (the "183A Project") located in Williamson County; and

WHEREAS, Williamson County, as part of their regional parks and shared use path system, is planning and constructing a phase of the Brushy Creek Regional Shared Use Path (the "Williamson County Path"), a portion of which will be located within the right of way of the 183A Project; and

WHEREAS, a Multiple Use Agreement by and between Williamson County and the CTRMA has been drafted for consideration by the respective governing bodies of the two entities, a copy of which is attached hereto as Attachment "A" and is incorporated herein for all purposes (the "Multiple Use Agreement") which sets forth various terms and provisions relating to the location of a portion of the Williamson County Path within the 183A Project right of way; and

WHEREAS, by action taken on July 8, 2008 at their regularly scheduled Commissioners Court meeting, the Williamson County Commissioners Court unanimously authorized the execution of the Multiple Use Agreement as substantially set forth herein; and

WHEREAS, the CTRMA staff and the Executive Director recommend that the Board authorize the execution of the Multiple Use Agreement by the CTRMA with Williamson County for the purpose of enhancing the availability of regional mobility and recreational opportunities for the general public.


NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves of the form, terms and provisions of the Multiple Use Agreement as attached hereto in Attachment "A" for the purposes set forth therein; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized to execute such Multiple Use Agreement in its final form on behalf of the CTRMA.

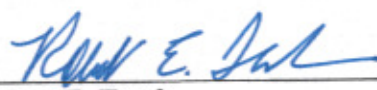
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of July 2008.

Submitted and reviewed by:

Approved:



Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 08-41
Date Passed 07/30/08

Attachment "A"
Multiple Use Agreement
Williamson County Brushy Creek
Shared Use Path

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and the mutual covenants and agreements of the parties hereto and as hereinafter set forth, it is agreed as follows:

1. DESIGN AND CONSTRUCTION

Williamson County will prepare or provide for the preparation of construction plans for the facility, and will provide for the construction work as required by said plans at no cost to CTRMA. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions and general layout. Completed plans will be submitted to CTRMA for review and approval and when approved shall be attached to this agreement and made a part hereof in all respects. No Construction or site work within the Highway Facility shall commence until plans have been approved by CTRMA. Any future revisions or additions shall be made after prior written approval of CTRMA.

2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for CTRMA staff, contractors, and invitees and equipment for all purposes, including highway maintenance operations, and for inspection purposes; and upon request, all parking or other activities for periods required for such CTRMA operations will be prohibited.

3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 1½ ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces and only during daylight hours.

Parking shall be prohibited when a security threat, as determined by CTRMA, exists.

4. PROHIBITION/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by CTRMA prior to their actual erection.

5. RESPONSIBILITIES

Maintenance and operation of the facility shall be entirely the responsibility of Williamson County. Such responsibility shall not be transferred, assigned or conveyed to a third party without advanced written approval of CTRMA. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or objectionable smoke, fumes, vapor or odors shall not be permitted to emanate from the public use facility, nor shall the facility subject any portion of the Highway Facility to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

6. FEES

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of the construction, maintenance and operations thereof, and shall be subject to CTRMA approval.

7. THIS SECTION DELETED BY THE PARTIES

8. MODIFICATION OF AGREEMENT/TERMINATION

If in the sole judgment of CTRMA it is found at any time that the existence or use of the facility is impeding maintenance, damaging the Highway Facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is CTRMA's judgment that such facility is not in the public interest, this Agreement may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable aspects of the facility; or (2) terminated and the use of the area as provided herein discontinued.

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by this Agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation or prohibition by CTRMA.

10. RESTORATION OF AREA

Williamson County shall provide written notification to CTRMA that such facility will be discontinued for the purpose defined herein. Williamson County shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its

construction responsibility under this Agreement and restore the area to a condition satisfactory to CTRMA.

11. PREVIOUS AGREEMENTS

It is understood that this Agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto except to the extent this Agreement expressly makes such modification or in the event the provisions of a prior agreement and this Agreement are directly in conflict, then the provisions hereof shall control.

12. INDEMNIFICATION

Williamson County acknowledges that it is not an agent, servant or employee of CTRMA, and that it is responsible for its own acts and deeds and for those of its agents or employees related to the matters set forth in this Agreement.

Nothing herein is intended to or shall be construed to waive, relinquish, limit or condition any right, claim or defense of governmental immunity that any party hereto may possess or assert.

When notified by CTRMA to do so, Williamson County shall within thirty (30) days from receipt of CTRMA's written notification pay CTRMA for the full cost of repairing any damages to the Highway Facility which may be caused by the construction, maintenance or operation of the facility, and shall promptly reimburse CTRMA for costs of construction and/or repair work made necessary by reason of such damages.

Nothing in this Agreement shall be construed as creating any liability in favor of any third party against CTRMA or Williamson County. Additionally, this Agreement shall not ever be construed as relieving any third party from any liability against CTRMA and Williamson County, but Williamson County shall become fully subrogated to CTRMA and shall be entitled to maintain any action over and against the third party which may be liable for having caused Williamson County to pay or disburse any sum of money hereunder.

13. INSURANCE

Williamson County shall provide necessary safeguards to protect the public on the Highway Facilities including adequate insurance for payment of any damages which might result during the construction, maintenance and operation of the facility, and to save CTRMA harmless from damages, to the extent of said insurance coverage is in place and insofar as it can legally do so. Prior to beginning work on CTRMA's right of way, Williamson County's construction contractor shall submit to CTRMA a completed insurance form (substantially in the form of TxDOT Form No. 1560) and shall maintain the required coverage during the construction of the facility.

14. USE OF RIGHT OF WAY

It is understood that CTRMA by execution of this Agreement does not impair or relinquish CTRMA's right to use such land for any purposes for which it was acquired, nor shall use of the land under this Agreement ever be construed as an abandonment by CTRMA of such land, and CTRMA does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits and as specifically provided herein.

15. ADDITIONAL CONSENT REQUIRED

CTRMA asserts only that it has sufficient title for its own purposes. Williamson County shall be responsible for obtaining any additional consent, permits or agreements as may be necessary to develop, construct and maintain its facility as described in this Agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

16. FHWA ADDITIONAL REQUIREMENTS

If the Highway Facility is located on the Federal-Aid Highway System, "Attachment A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, §710, shall be attached to and become a part of this agreement.

17. CIVIL RIGHTS ASSURANCES

Williamson County, for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant hereunder that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that Williamson County shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, CTRMA shall have the right to terminate the Agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

18. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

19. LEGAL CONSTRUCTION

In case one or more provisions contained in this Agreement shall for any reason be held invalid, illegal or enforceable in any respect, such invalidly, illegality or unenforceability shall not affect any provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

20. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses

CTRMA
Attn: Director of Engineering
301 Congress Avenue
Suite 650
Austin, Texas 78701

Williamson County, Texas
ATTN: County Judge
710 Main Street
Suite 101
Georgetown, Texas 78726

21. WARRANTS

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

"CTRMA"
Central Texas Regional Mobility Authority
By: _____
Mike Heilgenstein, Executive Director

"Williamson County"
Williamson County, Texas
By: _____
Dan Gattis, County Judge

List of Attached Exhibits

Exhibit A – Preliminary conceptual site plan
Exhibit B – Metes and Bounds description
Attachment "A" – FHWA Requirements (if applicable)

CULVERT (TRIPLE
DESIGN ANCHOR)

30 FT. PEDESTRIAN BRIDGE
(PRE-FABRICATED
WEATHERING STEEL)

10 FT WIDE CONCRETE BIKE BIKE TRAIL



EXHIBIT 'A'
SITE PLAN

Brushy Creek Regional Trail Phase 3
Williamson County, Texas

June 11, 2008



B W G O O P
PLANNING/LANDSCAPE ARCHITECTURE

1011 MAIN, SUITE 200
ROUND ROCK, TX 78664
P (512) 248-8952
F (512) 248-8953
www.bwgoop.com

SCALE 1" = 40'-0"



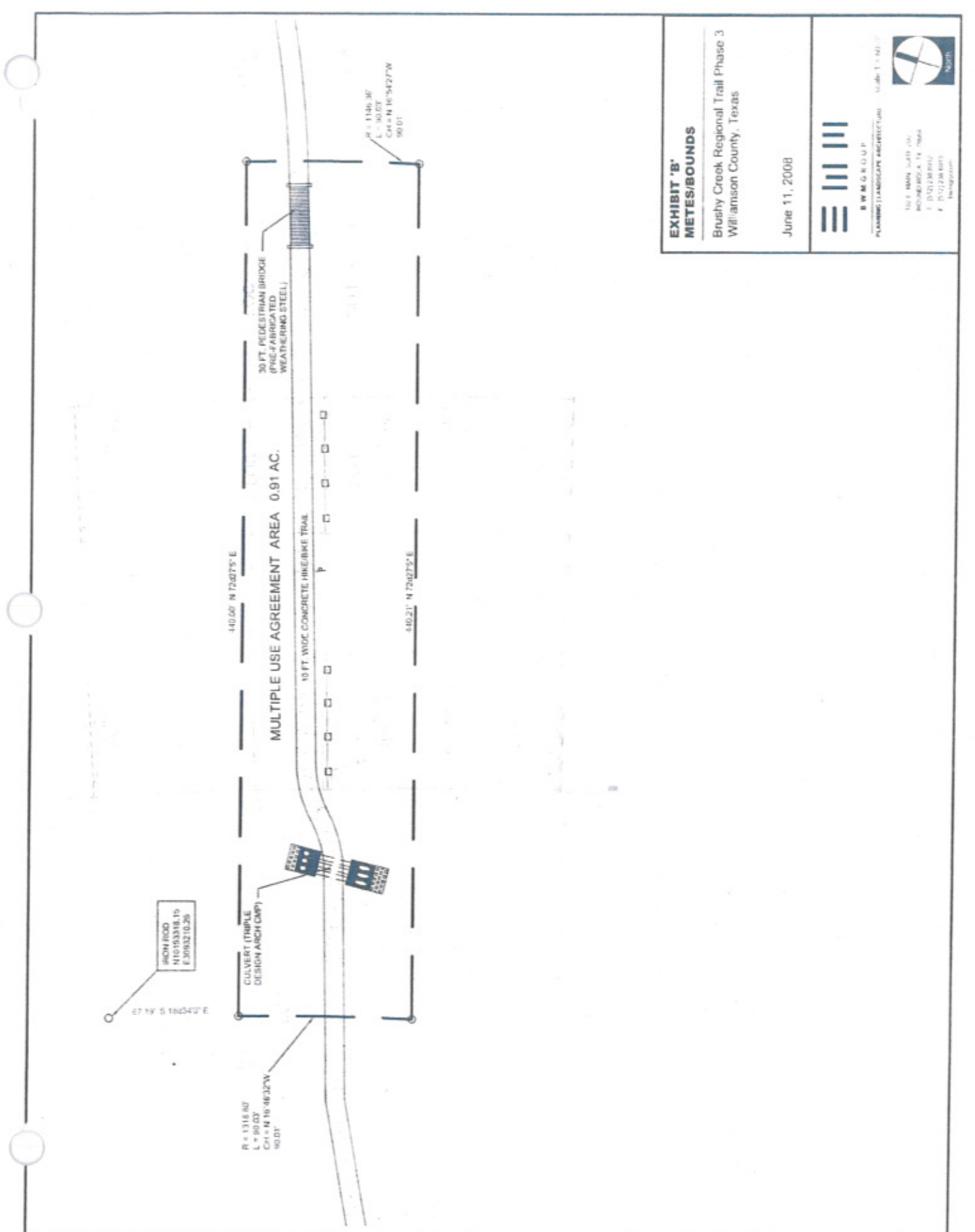


EXHIBIT 'B'
METES/BOUNDS

Brushy Creek Regional Trail Phase 3
Williamson County, Texas

June 11, 2008



B W G GROUP
PLANNING/LANDSCAPE ARCHITECTURE
Scale 1" = 40.00'



TRACY ANN SMITH, AIA
REGISTERED ARCHITECT
10502 JAMES HWY
1502288073
Houston, TX

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

RESOLUTION NO. 08-42

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

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

WHEREAS, the CTRMA identified the 183-A Turnpike Project (the "Project") as its initial project in a petition filed under the RMA rules and has subsequently undertaken to cause the Project to be constructed and completed; and

WHEREAS, an integral part of the Project is the provision of multi-modal transportation opportunities, including trails and paths for use by pedestrians and bicyclists along portions of the Project; and

WHEREAS, the CTRMA has developed plans for a shared use path along portions of the Project with the first phase beginning on the north side of Brushy Creek and extending northward to FM 1431 (the "Shared Use Path"); and

WHEREAS, the Shared Use Path includes a pedestrian and bicycle crossing of the railroad operated by Capital Metropolitan Transportation Authority ("Cap Metro") south of Brushy Creek Road (the "RR Crossing") and the location and construction of the RR Crossing requires that a license agreement by and between Cap Metro and the CTRMA be created and executed; and

WHEREAS, Cap Metro representatives and the CTRMA staff have developed and negotiated a proposed license agreement in substantially the form and upon the terms and conditions set forth in Attachment "A" attached hereto and incorporated herein for all purposes (the "License Agreement"); and

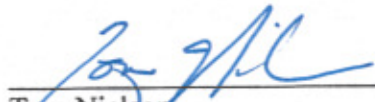
WHEREAS, the License Agreement substantially sets forth the terms and conditions by which the CTRMA will locate, construct, and maintain the RR Crossing over and across the Cap Metro rail line and the CTRMA staff and the Executive Director recommend that the Board authorize the execution of the License Agreement.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves of the form, terms and provisions of the License Agreement as attached hereto in Attachment "A" for the purposes set forth therein; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized to execute such License Agreement in its final form on behalf of the CTRMA, with such License Agreement becoming effective upon its authorization and execution by Cap Metro.

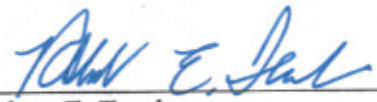
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of July 2008.

Submitted and reviewed by:



Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 08-42
Date Passed 07/30/08

ATTACHMENT "A"
FORM OF LICENSE AGREEMENT WITH
CAPITAL METRO FOR
CTRMA SHARED USE PATH

LICENSE AGREEMENT

This License Agreement (the "Agreement") is made by and between **Capital Metropolitan Transportation Authority**, referred to herein as **Capital Metro** ("Owner"), a political subdivision of the State of Texas and the **Central Texas Regional Mobility Authority** ("Licensee"), a political subdivision of the State of Texas, in light of the following recitals, to wit:

Recitals:

A. In 1986, the City of Austin in conjunction with Owner and The Federal Transit Administration (the "FTA") pursuant to a federal grant, Project No. TX-05-0130 (the "Grant") purchased from the Southern Pacific Transportation Company approximately 162 miles of railroad right-of-way including the track, track support structures, and the real property in the counties of Bastrop, Burnet, Lee, Llano, Travis, and Williamson, Texas, generally situated at or near AUNW milepost 0.0 near Giddings, Texas and running continuously to a point at or near AUNW milepost 154.07 near Llano, Texas, including the Austin Junction which commences at AUNW milepost 56.5 and runs to downtown Austin, the Marble Falls Branch which commences at AUNW milepost 124.7 near Fairland, Texas and runs to Marble Falls, Texas, the Burnet Spur which runs from AUNW milepost 114.9 to downtown Burnet, Texas, and the Scobee Spur which runs from AUNW milepost 127.67 to the end of the track in Llano, Texas (collectively the "Giddings-Llano Line").

B. The Grant requires, among other things, that the Giddings-Llano Line be used for the provision of mass transportation service.

C. On or about May 20, 1998, Owner purchased and acquired from the City of Austin all of the City of Austin's right, title and interest in and to the Giddings-Llano Line.

D. Owner contracts with an independent Operations and Maintenance (O&M) Contractor for the operation of commuter rail service and rail freight service on and over the Giddings-Llano Line.

E. Licensee has submitted an application with Owner and paid the \$550 application fee prior to execution of this Agreement.

F. Licensee has requested the right to construct, maintain and a at-grade public shared use bike path with the centerline of the path located at CMTA MP 80.316, E.S. 1261+78 ("Crossing") across Owner's railroad right of way on the Giddings-Llano Line located in the City of Cedar Park, Williamson County, Texas which will cross the Owner's Property.

NOW, THEREFORE, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, and the mutual covenants and promises in this Agreement, the parties agree as follows:

1. Owner, subject to the conditions, limitations, and reservations hereinafter set forth, hereby grants to Licensee the right to use that portion of the Giddings-Llano Line in Williamson County, Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Licensed Property") for the sole purpose of constructing, maintaining and operating the Crossing referenced above (Section F).

2. Licensee shall, upon the Effective Date hereof, pay to Owner a one-time license fee ("License Fee") in the amount of **five hundred and no /100 dollars (\$500.00)**.

3. Licensee, shall construct, and maintain the Crossing over and across the Licensed Property. The Crossing shall consist of a sixteen (16) foot wide crossing located at CMTA MP 80.316, E.S. 1261+78, approximately one thousand six hundred sixty-nine (1,669) feet west of CMTA MP 80.0, and three thousand six hundred eleven (3,611) feet east of the centerline of Brushy Creek Road located at CMTA MP 81.00, E.S. 1297+87 where it crosses the railroad tracks at Licensee's sole expense in a manner and at such times, which are satisfactory to Owner.

4. Licensee, shall design, install, construct and maintain the Crossing across Owner's railroad right-of-way with centerline at CMTA MP 80.316, E.S. 1261+78 and such design shall meet standards set by the American Railway Engineering and Maintenance of Way Association (AREMA) and be approved by Owner prior to the commencement of construction. Licensee agrees that the Crossing will have a maximum width of sixteen (16) feet and the Crossing surface shall include the installation of new 7'x9"x10' crossties with pandrol plates and concrete crossing panels, per Owner's specification, the entire width of the Crossing plus a minimum of five (5) feet either side of the Crossing as depicted and described in the Project Layout and attached as **Exhibit "B"**.

5. Licensee shall install at the Crossing signalization (Type F (AAR 1489)) that includes, but is not limited to, a 6'x6' house, controller, gates, bells and LED lights along with a six (6) foot black coated chain link fence. The fence shall run parallel with the railroad track for a minimum distance of one hundred (100) feet on the north and south side of the crossing and begins adjacent to the signalization per Owner's specifications.

6. Licensee, shall also ensure that the existing public at-grade crossing located at CMTA MP 80.30, E.S. 1261+05 installed by the City of Cedar Park for access to the Cedar Park Water Treatment Plant as depicted in License Agreement #M9010001 is removed and Licensee agrees to restore the Licensed Property to the same state and condition in which it existed prior installation of the of the at-grade crossing to the

Cedar Park Water Treatment Plant. Licensee also agrees that such removal shall not interfere with daily rail operations.

7. Licensee shall not cause to be located any new ground facilities or subterranean facilities within the Licensed Property without the prior consent of Owner. No equipment, vehicles, material or supplies will be stored on the Licensed Property or on any portion of the Giddings-Llano Line overnight or on weekends.

8. Licensee, at its sole expense, shall survey all proposed route(s) for the inspection of a representative of Owner prior to commencement of construction on the Owner's property. The survey stakes shall delineate the center-line and outside limits of the at-grade public shared use bike path. Licensee shall coordinate with Owner to arrange for a representative of Owner to be present at the site prior to location and installation of any equipment or facilities on Owner's property. Licensee, will provide approved final survey and staking in electronic file format to the Owner.

9. Licensee, shall furnish, install, and maintain at its sole expense, in a manner satisfactory to Owner, such signs as are recommended and approved by the Owner to adequately mark the location of Licensee's use of Owner's property.

10. Licensee or its designee shall not perform any installation, construction, reconstruction, maintenance or other work on the Giddings-Llano Line or the property of Owner, without providing Owner's Dispatch Control Center a minimum seven (7) day notice at 512/873-7087 and being trained in Roadway Worker Safety by Owner's O & M Contractor. Licensee can contact O&M Contractor at 512/338-2748 for training schedule. If an emergency situation arises, Licensee or its designee shall immediately notify Owner's Railroad Right-of-Way Department by telephone, and then proceed to take only those actions necessary to return Owner's property to a safe condition, unless otherwise directed by Owner.

11. In the event Licensee fails to install, construct, and maintain the Crossing, including all required signage in a good and safe condition satisfactory to Owner and such failure continues for a period of thirty (30) days following Licensee's receipt of written notice from Owner, Owner reserves the right to perform the required work at Licensee's expense.

12. Licensee shall obtain and maintain any additional necessary governmental authorization for the location, construction, maintenance, and operation of the Crossing on the Licensed Property.

13. To the extent allowed by law, Licensee hereby agrees to release Owner, and further agrees to indemnify, defend and hold harmless, Owner from and against all liability, cost and expense (including, but not limited to, attorneys' fees, court costs, other costs of litigation and judgments) for loss of or damage to any property and for injuries to or death of any persons (including the property and employees of the parties hereto) caused wholly or partially by Licensee's willful misconduct or negligent exercise

of the rights granted to Licensee in this Agreement, except to the extent that any such liability, cost, or expense arises from the negligence or the willful misconduct of Owner. Owner hereby agrees to release Licensee, and further agrees to indemnify, defend and hold harmless, Licensee from and against all liability, cost and expense (including, but not limited to, attorneys' fees, court costs, other costs of litigation and judgments) for loss of or damage to any property and for injuries to or death of any persons (including the property and employees of the parties hereto) caused wholly or partially by the negligence or the willful misconduct of Owner affecting, directly or indirectly, the work by Licensee and its designees authorized hereunder.

14. Licensee has provided Owner with certified copies of insurance coverage in the form and amounts required by Owner as set forth in **Exhibit "C"**, attached hereto and made a part hereof. Licensee shall keep such insurance coverage in full force and effect, at all time during the effective period of this Agreement. Such insurance shall include Owner as additional insured.

15. Licensee shall pay in full all persons who perform labor related to the construction of the Crossing and its continue operation. Licensee will not allow any mechanics' or materialmen's liens to be filed or enforced against the Giddings-Llano Line or the property of Owner for work done or materials furnished at Licensee's instance or request. If any such liens are filed thereon, Licensee agrees to immediately remove the same at Licensee's own cost and expense and to pay any judgment which may be entered thereon or thereunder, without regard to the legal enforceability of such liens. Should Licensee fail, neglect or refuse to do so, Owner shall have the right to pay any amount required to release any such lien or liens, or to defend any action brought thereon, and to pay any judgment entered therein, and Licensee shall be liable to the same for all costs, damages and reasonable attorneys fees, and any amounts expended in defending any proceedings or in the payment of any of said liens or any judgment obtained therefor.

16. a. Licensee shall, at its expense comply with all applicable laws, regulations, rules, ordinances, and orders regardless of when they become effective, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality, and furnish satisfactory evidence of such compliance upon request to Owner.

b. Should any discharge, leakage, spillage, emission or pollution of any type occur upon or arise from the Licensed Property as a result of Licensee's use, presence, operations or exercise of the rights granted hereunder, Licensee shall, at its expense, be obligated to clean all property affected thereby, whether owned or controlled by Owner or any third persons to the satisfaction of Owner and any other governmental body having jurisdiction in the matter. Owner may, at its option, clean the Licensed Property; if either of the aforementioned elects to do so, Licensee shall pay said entity the cost of such cleanup promptly upon receipt of a bill therefor.

c. Licensee hereby agrees to release Owner, and further agrees to investigate, indemnify, defend and hold harmless Owner from and against all liability, cost and expense (including, without limitation, any fines, penalties, judgments, court costs, other litigation costs, and attorneys' fees) incurred by Owner as a result of Licensee's breach of this Section 16, or as a result of any such discharge, leakage, spillage, emission or pollution, regardless of whether such liability, cost or expense arises during the time this Agreement is in effect or thereafter, except to the extent such liability, cost or expense is the negligence or willful misconduct of Owner or some other third party unrelated to Licensee.

17. This Agreement is subject and subordinate to:

- a. The interest of the federal government and the FTA pursuant to the Grant;
- b. Existing licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, and claims of title affecting the Giddings-Llano Line.

18. Owner, and its agents, successors, and assigns, consistent with the rights herein granted, reserve the right to use the Giddings-Llano Line for any and all purposes not inconsistent with the rights granted to Licensee in this Agreement.

19. All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations required under this Agreement or by law by either party to the other shall be in writing and may be given or served by depositing the same in the United States mail, postage paid, registered or certified and addressed to the party to be notified, with return receipt requested; by personally delivering same to such party, or an agent of such party; or by overnight courier service, postage paid and addressed to the party to be notified. Notice deposited in the U.S. mail in the manner hereinabove described shall be effective upon three (3) days of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified.

20. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement. This Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement.

21. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. This Agreement embodies the entire agreement and understanding between the parties relating to the transaction contemplated hereby and may not be amended,

waived or discharged except by an instrument in writing executed by Owner and Licensee.

23. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, and venue shall be in Travis County.

24. The rights and privileges herein given are personal to the Licensee. This Agreement shall not be assignable by Licensee, in whole or in part, without the prior written consent of Owner.

25. If all or any portion of the Licensed Property, including but not limited to the air ways over and across the Licensed Property is condemned by any authority with condemnation powers, the proceeds of such condemnation shall be the property of Owner.

26. This Agreement shall terminate upon the occurrence of any of the following events:

a. The location, installation, construction, maintenance, and operation of the Crossings is not commenced within one (1) year from the Effective Date of this Agreement; or

b. The Crossings shall be abandoned by Licensee for more than one hundred eighty (180) days; or;

c. Licensee shall fail to perform or comply with any of the terms and provisions of this Agreement and such failure shall continue for a period of thirty (30) days following Licensee's receipt of written notice from Owner; or

d. The liability insurance coverage required by this Agreement shall be cancelled, fail or lapse and Licensee shall fail to reinstate or replace it within thirty (30) days of such cancellation, failure or lapse; or

e. Upon thirty (30) days' prior written notice from Licensee to Owner; or

f. Upon One hundred eighty (180) days' prior written notice from Owner to Licensee.

27. Upon termination of the rights hereby granted, Licensee agrees, upon receipt of a written request from Owner, to remove the Crossings, to restore the Licensed Property to the same state and condition in which it existed prior to location and construction of the Crossings, and to bear all expense thereof. Should Licensee in such event fail, neglect or refuse to so remove the Crossings and restore the Licensed Property, such removal and restoration may be performed by Owner at the expense of Licensee, and Licensee agrees to make full restitution and reimbursement to Owner for such sum immediately upon demand.

28. In the event Owner shall successfully bring suit to compel performance of, or to recover for breach of, any covenant or condition hereunder, Licensee shall pay to Owner reasonable attorneys' fees in addition to the amount of the judgment and costs.

29. As used in this Agreement, the "Effective Date" of this Agreement shall be the date this Agreement has been executed by Owner.

30. Time is of the essence in this Agreement. Unless otherwise specified, all references to "days" shall mean and refer to calendar days. Business days shall exclude all Saturdays, Sundays, and Texas legal banking holiday, then such obligation shall be performed on the next following regular business day.

31. Each of the signatories to this Agreement represents and warrants that he is duly authorized to sign this in the capacity indicated.

Executed on various dates to be effective as of the Effective Date:

CAPITAL METROPOLITAN

CAPITAL METRO:

TRANSPORTATION AUTHORITY

Date: _____

By: _____

Fred M. Gilliam
President/CEO

Approved as to form: _____

LICENSEE:

**CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY**

Date: _____

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 2008, by Fred M. Gilliam, President/CEO of CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY, a political subdivision of the State of Texas, on behalf of said public body.

Notary Public, State of Texas
Commission Expires:_____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2008 by _____ of CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY, a political subdivision of the State of Texas, on behalf of said public body.

Notary Public, State of Texas
Commission Expires:_____

Exhibit "A"

A strip of land being approximately sixteen (16) foot wide located at CMTA MP 80.316, E.S. 1261+78, approximately one thousand six hundred sixty-nine (1,669) feet west of CMTA MP 80.0, and three thousand six hundred eleven (3,611) feet east of the centerline of Brushy Creek Road located at CMTA MP 81.00, E.S. 1297+87 where it crosses the Giddings to Llano Rail Line as shown on Licensee's as built, plan and profile.

The width of the Giddings-Llano right-of-way at this location is one hundred (100) feet, being fifty (50) feet north of the centerline of tracks and fifty (50) feet south of the centerline of tracks more fully depicted in "Exhibit A1".

Exhibit "A1"

(Validation Map)

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

RESOLUTION NO. 08-43

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

WHEREAS, Chapter 370 of the Texas Transportation Code authorizes regional mobility authorities to develop projects through the use of comprehensive development agreements ("CDAs"); and

WHEREAS, the CTRMA identified the 183-A Turnpike Project (the "Project") as its initial project in a petition filed under the RMA Rules; and

WHEREAS, the environmental review process required by the National Environmental Policy Act for the Project was undertaken and completed by the Texas Department of Transportation ("TxDOT"), with the Final Environmental Impact Statement being approved on May 10, 2001 and the Record of Decision being issued July 19, 2001 ("Environmental Process"); and

WHEREAS, in Minute Order No. 109877, approved on November 18, 2004, the Texas Transportation Commission granted its approval of the Project and the development thereof by the CTRMA subject to the conditions therein specified; and

WHEREAS, in Resolution No. 04-43, dated September 8, 2004, the Board of Directors approved of the selection of Hill Country Constructors as the Developer of the Project and subsequently entered into a CDA for the development and construction of the Project; and

WHEREAS, in Resolution No. 05-06, dated January 26, 2005, the Board of Directors approved entering into a Project Development Agreement with the TxDOT regarding the various project development issues related to construction, completion and operation of the Project, all to be consistent with the Environmental Process; and

WHEREAS, Hill Country Constructors undertook construction of the Project and the Project was opened to use by the traveling public on March 3, 2007; and

WHEREAS, on or about August 15, 2006, a previously unidentified historic structure (referred to as the "Bryson Farmstead") was discovered as part of the environmental review process for Williamson County Road 274 and its planned intersection with the Project and construction of the Project in the general area of the Bryson Farmstead was temporarily halted; and

WHEREAS, in accordance with Section 106 of the National Historic Preservation Act ("Section 106"), various interested parties including the Environmental Division of TxDOT, the Federal Highway Administration, the Texas State Historical Preservation Officer, the Advisory Council on Historic Preservation, the Owners of the Bryson Farmstead, the CTRMA and others held meetings to determine the efforts and remedies necessary to address the discovery of the Bryson Farmstead and the potential impact the Project and the intersection with County Road 274 might have on the Bryson Farmstead; and

WHEREAS, a Letter Agreement was executed effective October 18, 2006 that set forth what undertakings would be necessary relating to the possible impact of the Project on the Bryson Farmstead, including the ultimate execution of a Memorandum of Agreement (the "MOA") by and among the various parties; and

WHEREAS, the Letter Agreement provided that the construction of the Project in the area of the Bryson Farmstead could resume, however, the Project's Environmental Process will require reevaluation prior to the construction of the intersection with County Road 274; and

WHEREAS, all of the parties have continued their respective efforts to address the requirements of the Letter Agreement, as well as develop the final form of the MOA, and such final form is attached hereto as Attachment "A" and incorporated herein for all purposes; and

WHEREAS, the MOA substantially in the form attached hereto is being considered by each of the respective parties for final execution in order to complete the requirements of the Letter Agreement and set forth the stipulations necessary to fully comply with Section 106, upon the execution of which the necessary reevaluations under the Project's Environmental Process may also be completed; and


WHEREAS, the CTRMA staff recommends that the CTRMA enter into the attached MOA for the purposes stated therein and in this Resolution.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves execution of the MOA in the form attached hereto as Attachment "A" for the purposes set forth therein and in this Resolution; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized to execute such MOA in its final form on behalf of the CTRMA, with the MOA being effective upon its full execution by all of the other parties thereto.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of July 30, 2008.

Submitted and reviewed by:



Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 08-43
Date Passed 07/30/08

Attachment "A"

Memorandum of Agreement for Bryson Farmstead

MEMORANDUM OF AGREEMENT
AMONG
FEDERAL HIGHWAY ADMINISTRATION,
ADVISORY COUNCIL ON HISTORIC PRESERVATION,
AND
TEXAS STATE HISTORIC PRESERVATION OFFICER
ADDRESSING THE POST-REVIEW DISCOVERY OF ADVERSE EFFECTS
TO AN HISTORIC SITE,
THE J.C. BRYSON FARMSTEAD, CAUSED BY THE CONSTRUCTION OF 183A
TURNPIKE AND ITS INTERSECTION WITH PROPOSED COUNTY ROAD 274
IN LEANDER, WILLIAMSON COUNTY, TEXAS

WHEREAS, the Federal Highway Administration (FHWA) plans to approve an at grade intersection of the 183A Turnpike and proposed County Road 274 (also known as the San Gabriel Parkway) in Williamson County, Texas (the Undertaking) pursuant to 23 CFR § 771.129(c) of the regulations implementing Department of Transportation Act (23 U.S.C. § 103); and

WHEREAS, ultimately the Undertaking is anticipated to allow proposed County Road (CR) 274 to cross a new six-lane controlled access freeway with intermittent three-lane frontage roads as shown in **Figure 1**; and

WHEREAS, the "Pioneer House" (as described below) which is a Recorded Texas Historic Landmark, and is also known as the J. C. Bryson Farmstead was discovered after construction of 183A began; and

WHEREAS, FHWA has defined the Undertaking's area of potential effect (APE) as the J. C. Bryson Farmstead (Farmstead) comprising approximately 224.38 acres and is inclusive of the intersection of 183A and proposed County Road 274; and

WHEREAS, FHWA has consulted with the Alabama-Coushatta Tribe of Texas, the Alabama-Quassarte Tribal Town, the BIA – Andarko, the Apache Tribe of Oklahoma, the Caddo Nation of Oklahoma, the Comanche Tribe of Oklahoma, the Delaware Nation, the Eastern Shawnee Tribe of Oklahoma, the Kickapoo of Kansas, the Kiowa Indian Tribe

of Oklahoma, the Mescalero Apache Tribe, the Seminole Nation of Oklahoma, the Thlopthlocco Tribal Town, the Tonkawa Tribe of Indians of Oklahoma, and the Wichita and Affiliated Tribes pursuant to 36 CFR part 800, of the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f); and has determined that the Undertaking will not affect historic properties of cultural or religious significance to federally-recognized tribes; and

WHEREAS, FHWA has determined that the Undertaking will have adverse effects to the J.C. Bryson Farmstead, which is eligible for listing on the National Register of Historic Places, and has consulted with the Texas State Historic Preservation Officer (TXSHPO) pursuant to 36 CFR part 800, of the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f); and

WHEREAS, FHWA has consulted with Mr. Roy Butler, and Mr. Sam Winters (the Property Owners), Preservation Texas, the Williamson County Historical Commission (WCHC), the City of Leander (the City), Williamson County Commissioners Court, and the Central Texas Regional Mobility Authority (CTRMA), regarding the effects of the Undertaking on historic properties and has invited them to sign this MOA as invited signatories and concurring parties; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), FHWA has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation and the ACHP is participating in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

WHEREAS, the Farmstead is owned by the Property Owners and is subject to the SmartCode Transit Oriented Development Ordinance of the City of Leander adopted September 22, 2005, as amended (the TOD), that establishes requirements for the development within the TOD and sets forth a specific process for all development and redevelopment within the TOD, including formal public input and administrative review and approval; and

WHEREAS, given that the TOD restricts the property to high density development with designed formal landscapes, the Property Owners of the Farmstead are willing to make available 6 acres of land, provided that the intersection location identified in the reevaluation of the 183A Record of Decision is selected, as shown as Option "A" in Figure 1; and

WHEREAS, the City has made provision in its TOD plan for green space funded by taxes collected in the TOD through a Tax Increment Financing (TIF) method; and is willing to accept 6 acres of land for the purpose of preserving a portion of the Farmstead; and

WHEREAS, a Preservation Easement shall be established relating to the 6 acres of land (as more formally described below) that will provide that any configuration or reconfiguration of the 6 acres shall be made in accordance with the TOD and in a manner sensitive to any preservation concerns as set forth herein so that the buildings and historical improvements located thereon are preserved and rehabilitated generally in conformity with applicable standards established by the United States Secretary of the Interior (as defined below); and

WHEREAS, a Memorandum of this MOA shall be recorded in the Official Records of Williamson County, Texas for notification purposes.

NOW, THEREFORE, FHWA, the ACHP, and the TXSHPO join herein as original signatories and agree that the Undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the Undertaking on historic properties; and TxDOT, CTRMA, the Property Owners, Williamson County Commissioners Court, and the City of Leander join herein as invited signatories, with Preservation Texas, WCHC and Joe R. Magill (as a descendent of J.C. Bryson) joining herein as consulting signatories, all to evidence their respective acknowledgement of and agreement with the provisions of this MOA for all purposes.

STIPULATIONS

FHWA will ensure that the following measures are carried out in accordance with the Letter Agreement executed between Federal Highway Administration, the Texas

Department of Transportation, the Central Texas Regional Mobility Authority and State Historic Preservation Officer signed October 18, 2006:

I. Documentation

Within 2 years of the execution of the MOA TxDOT, in consultation with the TXSHPO and WCHC, shall prepare a county-wide comparative study of comparable historic properties. This comparative study will form the basis for the development of a Multiple Property historic farmstead document. The Multiple Property document shall be produced within 1 year of completion of the comparative study and include an historic context, property type definitions, and registration requirements to facilitate nomination of historic farmsteads by private property owners or the WCHC.

TxDOT shall also prepare documentation and recordation of the Farmstead to the Historic American Buildings Survey/Historic American Landscape Survey (HABS/HALS) within one year of the execution of the MOA, or an amended date agreed to by all signatory parties. TxDOT will provide 3 copies of the documentation to the TXSHPO for distribution to archival repositories, which shall include the Leander Public Library and the Williamson Museum.

II. Preservation Plan

A. The City shall conduct an adaptive use study and initial planning document (Phase I Preservation Plan) in consultation with WCHC and the TXSHPO to identify adaptive use options ensuring the long-term preservation of the historic property through appropriate preservation activities, public-private partnerships, and fiscal incentive programs, and to generally maintain and enhance the historic character of the historic property. The City shall complete the Phase I Preservation Plan within one year of the execution of the MOA, or an amended date (not to exceed 5 years) agreed to by all signatory parties.

B. The City shall, in consultation with the WCHC and the TXSHPO, and as a continuation of the Phase I Preservation Plan conduct studies of the Farmstead to develop a preservation master plan (Preservation Plan) to guide structural

rehabilitation of the historic buildings and the related cultural landscape in general accordance with applicable United States Secretary of the Interior Standards for Rehabilitation as codified in Section 36 CFR 67 (SOI Rehabilitation Standards). The Preservation Plan will include a cyclical maintenance plan for the historic buildings and landscape features, and design guidelines for development of the historic property and its incorporation into adjoining developments. The Preservation Plan will identify meaningful and measurable tools to soften or obscure visual and audible intrusions that may result from subsequent private development related to the TOD. The City shall conduct studies and prepare the Preservation Plan in consultation with the WCHC and TXSHPO and any other consulting parties. The Preservation Plan shall be finalized concurrent with the filing of the final subdivision plat of the property surrounding and/or abutting the 6 Acre Tract (as defined below) and the reconfiguration of the 6 Acre Tract.

C. The City shall be responsible for carrying out tasks identified in the Preservation Plan in consultation with the WCHC and the TXSHPO.

D. TxDOT and CTRMA, in consultation with the TXSHPO and any other consulting parties, will develop educational materials for local schools and the public, including the scope of this effort and time line.

E. The 6 Acre Tract as ultimately reconfigured, including the central core of the property, comprising the house, cistern, barns and sheds will remain eligible for listing in the NRHP. The remaining approximately 218.38 acres will no longer be eligible for listing in the NRHP due to its disassociation with the primary character-defining resources located on the 2 Acre Tract, through reconfiguration of the property, and the change in ownership. It is anticipated that the location of the intersection of 183A and proposed CR274 shall be as reflected as Option A on **Figure 1**. In no event shall the location of CR274 be nearer to the house, cistern and barns than as reflected as Option A on **Figure 1**.

III. Maximization of Preservation

A. CTRMA shall acquire from the Property Owners 6 contiguous acres to preserve the Recorded Texas Historic Landmark (RTHL). The 6 acre property shall consist of the following property and the acquisition shall be made upon the following terms:

1. A 2 acre tract (2 Acres) encompassing the house, cistern, barns and sheds as well as some surrounding land as shown in **Figure 2** shall be conveyed. The approximate metes and bounds description shall be as described in **Figure 2**.

2. A 4 acre tract (4 Acres) which adjoins the 2 Acres and as shown on **Figure 3** shall be conveyed. The approximate metes and bounds description shall be as described in **Figure 3**. The 2 Acres and the 4 Acres as a combined tract shall sometimes be referred to herein as the 6 Acre Tract.

3. A temporary access easement (Access Easement) providing ingress and egress to and from the 6 Acre Tract to a publicly dedicated road, substantially as described in **Figure 4**, shall be conveyed in connection with the 6 Acre Tract. In the event the Access Easement is revised or reconfigured, provisions for adequate ingress and egress to and from the 6 Acre Tract to a publicly dedicated road shall be provided. Upon the provision and establishment of permanent contiguous access to a publically dedicated road, the Access Easement shall be terminated.

4. The location and description of the 2 Acres, the 4 Acres and the Access Easement shall be properly surveyed prior to conveyance and such descriptions shall be made part of a special warranty deed (Deed) which shall be recorded in the Deed Records of Williamson County, Texas. Such conveyance shall be completed within 60-days after the execution of this MOA.

5. The purchase price to be paid for the 2 Acres and the 4 Acres shall be payable by the CTRMA to the Property Owners. The CTRMA shall pay all reasonable transaction costs related to this transaction, including any appraisal fees, title policy premiums, any roll back fees associated with prior agricultural valuation of the 6 Acre Tract, and recording fees. Each party shall pay its own attorneys fees. Conveyance shall only be subject to existing matters of record as of the date of closing, except no liens or exceptions to title related to the payment of money shall be permitted. In addition, the Property Owners shall have a continuing right of possession for the limited purpose set forth Stipulation III.A.8 below.

6. Contemporaneous with the recording of the Deed, a preservation easement (Preservation Easement) applicable to the entire 6 Acre Tract shall be recorded. The Preservation Easement shall be in form substantially as set forth in **Figure 5** and shall include, but not be limited to, the following provisions :

- (a) upon the final subdivision of the 6 Acre Tract, maintenance of any domestic animals shall be prohibited on any portion of the 6 Acre Tract;
- (b) the house, cistern and barns, as well as the remainder of the 6 Acre Tract shall be restored and maintained in accordance with SOI Rehabilitation Standards and such Standards shall be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility, and adequate security and other safeguards shall be instituted and maintained to ensure the 6 Acre Tract remains in its proper condition;
- (c) to the extent the configuration of the 4 Acres is revised under the terms of the Reconfiguration Agreement (as described in Section III.7 below), the Preservation Easement shall continue to apply to the 2 Acres, and the 4 Acres as reconfigured; and
- (d) the benefits of and the ability to enforce the Preservation Easement shall be retained by the Property Owners, and their heirs, successors and assigns, and additionally maintained by the TXSHPO.

7. The Property Owners and the CTRMA shall, contemporaneous with the delivery of the Deed, execute a Reconfiguration Agreement, enforceable against each party's heirs, successors and assigns, that will provide that the 4 Acres may be reconfigured in the future upon the following terms:

(a) the boundaries of the 4 Acres may be revised as necessary to address the requirements associated with developing the surrounding property consistent with the TOD, address the location and layout of roads and similar infrastructure, or address any requirements associated with the development and completion of 183A or proposed CR 274;

(b) any reconfiguration shall be made in a manner sensitive to preservation of the historic nature of the 6 Acre Tract as set forth in this MOA;

(c) any reconfiguration of the 4 Acres shall be completed in a manner that the reconfigured 4 Acres continues to encompass at least 4 Acres including any property necessary to provide permanent access to a publicly dedicated road, at which time the Access Easement shall terminate;

(d) any reconfiguration of the 4 acres may include dividing the 4 Acres into two or more tracts, so long as each reconfigured tract is contiguous to either the 2 Acres or the remainder of the reconfigured 4 acres, and that permanent access to a publicly dedicated road is made available to the 6 Acre Tract, as reconfigured;

(e) any reconfiguration of the 4 Acres or the Access Easement shall be subject to the reasonable review and approval of the Property Owners (or their heirs, successors and assigns) and approval of a final subdivision plat by the City; and

(f) all necessary documentation, conveyances and agreements will be executed by the proper parties and filed, as appropriate, to finalize any reconfiguration completed as provided herein.

8. The Property Owners and the CTRMA shall, contemporaneous with the delivery of the Deed, execute an Agricultural Agreement, enforceable against each party's heirs, successors and assigns, that will provide that the Property Owners shall have the right to occupy and use the 6 Acre Tract until the approval of the final plat of the 6 acres in a subdivision approved by the City, at which time the Property Owners will relinquish all rights to use and occupy the 6 Acre Tract to CTRMA, or its successor or assigns, no later than 45 days after such approval of the final plat in order that the Property Owners may give any tenant notice to vacate. During the time the Property Owners use and occupy the 6 Acre Tract, the Property Owners will be responsible for the upkeep and maintenance of the 6 Acre Tract and the improvements thereon, in substantially the same condition that same are in on the date of execution of this MOA. During the time of use and occupancy by the Property Owners, the Property Owners may lease the 6 Acre Tract to a tenant, subject to the obligation to relinquish use and occupancy possession on the final plat of the 6 Acre Tract as set forth above and pursuant to the terms of the Reconfiguration Agreement.

9. Within 120 days of the completion of the conveyance of the 6 Acre Tract and Access Easement to the CTRMA and recording of the Deed, the 6 Acre Tract and the Access Easement shall be conveyed to the City of Leander, who shall thereafter hold the property in perpetuity for preservation purposes.

B. CTRMA shall pay a fee of \$1,000,000.00 to offset all adverse Undertaking effects.

1. CTRMA shall pay a fee of \$1,000,000.00 for the purposes of:
 - (a) developing adaptive use options ensuring the long-term preservation of the historic property;
 - (b) conducting studies of the Farmstead to aid in the development of the Phase I Preservation Plan and final Preservation Plan to guide structural rehabilitation of the historic buildings and the related

cultural landscape as well as develop, in consultation with TxDOT and TXSHPO, educational materials for local schools and the public; and

(c) carrying out tasks identified in the Phase I Preservation Plan and final Preservation Plan by other parties.

2. CTRMA shall within 120-days of the execution of this MOA place the fee of \$1,000,000.00 in escrow (Escrowed Funds) to be managed by the City. The Escrowed Funds shall be for the sole purpose of preserving the Bryson Farmstead property as stipulated in Stipulation III.B.1. Such funds shall be escrowed subject to an escrow agreement by and among the City, the CTRMA and TxDOT that shall set forth terms and conditions necessary to ensure that all such funds are utilized in a transparent manner fully consistent with this MOA.

3. Any unused portion of the Escrowed Funds remaining 2 years after the finalization of the final Preservation Plan shall be returned to CTRMA, unless CTRMA extends the period by giving notice to the other signatory parties to the escrow agreement.

4. Dispersal of funds will be the responsibility of the City and the City shall provide TxDOT and CTRMA a quarterly report detailing expenditures incurred for the preservation of the Bryson Farmstead. All such expenditures shall be subject to audit by the CTRMA and/or the State Auditors Office.

5. Upon the CTRMA's purchase of the 6 Acre Tract and subsequent conveyance to the City, and delivery of the Escrowed Funds, the CTRMA shall have no further obligations under this MOA, except as they relate to Escrowed Funds under the escrow agreement or as specified in the Reconfiguration Agreement.

IV. RESOLVING OBJECTIONS

A. If an original, invited or consulting signatory party objects in writing to FHWA regarding the manner in which the terms of the MOA are carried out, FHWA shall consult with the objecting party to resolve the objection. If after such consultation FHWA determines that the objection cannot be resolved within 15 days, FHWA shall forward the documentation relevant to the objection to the ACHP, including FHWA's proposed response to the objection. Within 15 days after receipt of the documentation the ACHP shall exercise one of the following options:

1. Advise FHWA that the ACHP concurs in FHWA's proposed response to the objection, whereupon FHWA will respond to the objection accordingly.
2. Provide FHWA with recommendations, which FHWA shall take into account in reaching a final decision regarding its response to the objection.
3. Notify FHWA that the objection will be referred for formal comment in accordance with 36 CFR 800.7(c).

B. Should the ACHP not exercise one of the above options within 15 days after receipt of the documentation, FHWA may assume that ACHP concurs in its proposed response to the objection.

C. FHWA shall take into account a recommendation or comment made by ACHP provided in accordance with this section. FHWA's responsibility to carry out all actions under this MOA that are not the subject of objection shall remain unchanged. FHWA shall notify the other parties of its decision within 15 days.

V. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

VI. TERMINATION

If any signatory to this MOA determines that its terms will not or cannot be carried out by that signatory, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation V, above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

Once the MOA is terminated, and prior to work continuing on the Undertaking, FHWA must either (a) execute an MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. FHWA shall notify the signatories as to the course of action it will pursue.

Execution of this MOA by the FHWA, ACHP, and TXSHPO and implementation of its terms evidence that FHWA has taken into account the effects of this Undertaking on historic properties and afforded the ACHP an opportunity to comment.

This MOA may be executed in one or more counterparts, each of which shall be considered an original for all purposes. Each signatory hereto has executed a separate signature page and originals of each page have been distributed to all other signatories.

Attachments:

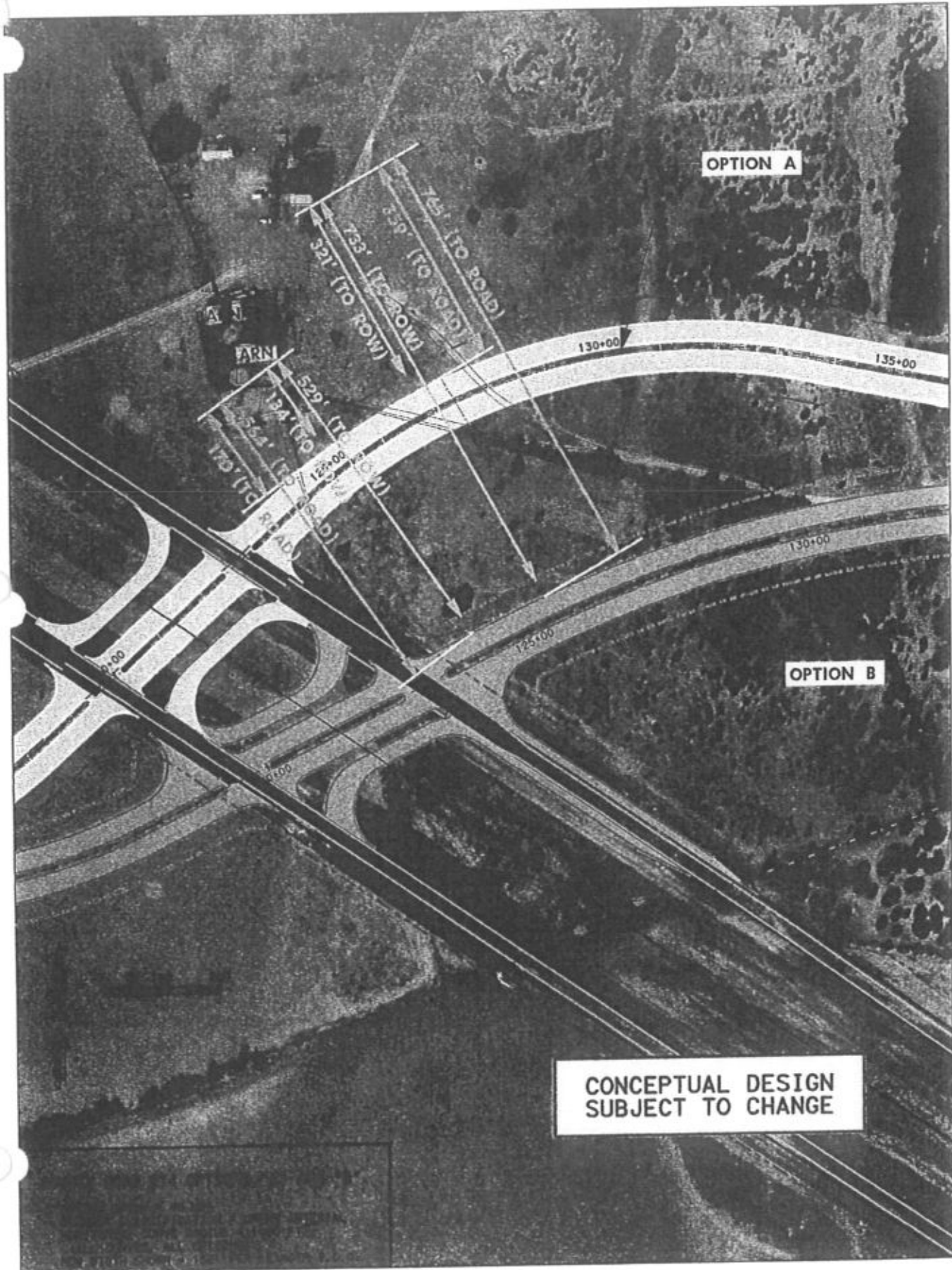
Figure 1 Ultimate Intersection of 183-A with CR 274

Figure 2 2 Acre Tract

Figure 3 4 Acre Tract

Figure 4 Access Easement

Figure 5 General Form of Preservation Easement



OPTION A

OPTION B

CONCEPTUAL DESIGN
SUBJECT TO CHANGE

FIGURE 5

DRAFT FORM
RESERVATION OF PRESERVATION EASEMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

RESERVATION OF PRESERVATION EASEMENT

This Reservation of Preservation Easement (this "Easement") is executed effective as of the _____ day of _____, 2008 by **J. Sam Winters and Roy Butler** (collectively, the "Grantor"), individuals each residing in Travis County, Texas, for the purposes of reserving a Preservation Easement upon certain real property being conveyed by the Grantor to the Central Texas Regional Mobility Authority, a legal subdivision of the State of Texas ("CTRMA").

Simultaneous with the execution and recording of this Easement, Grantor has conveyed two tracts of real property to the CTRMA, each being portions of the J.C. Bryson Farmstead owned by the Grantor, the entire J.C. Bryson Farmstead being approximately 224.38 acres in size, and located in Leander, Williamson County, Texas (the "J.C. Bryson Farmstead"). The J.C. Bryson Farmstead is more particularly described in that certain Deed of record in Volume _____, Page _____ of the Real Property Records of Williamson County, Texas.

The properties being conveyed and being made subject to this Easement are a two (2) acre tract, more or less, being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "2 Acre Tract") and a four (4) acre tract, more or less, being more particularly described in Exhibit "B" attached hereto and incorporated herein for all purposes (the "4 Acre Tract"). The 2 Acre Tract and the 4 Acre Tract shall from time to time collectively hereinafter be referred to as the "6 Acre Tract".

Grantor has legal and equitable fee simple title to the 6 Acre Tract as of the execution and recording of this Easement, and has the right and power to reserve this Easement for the benefit of the Grantor, as well as any other beneficiaries specifically provided herein. The conveyance of the 6 Acre Tract to the CTRMA is made subject to this Easement for all purposes and the CTRMA hereinafter has executed this Easement in consideration of Ten and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. The CTRMA acknowledges and agrees that this Easement is and shall be a proper and enforceable easement that shall run with the land for all purposes and shall be enforceable against the CTRMA, its successors and assigns.

As the owner of the remainder of the J.C. Bryson Farmstead, Grantor reserves this Easement for its benefit, and the benefit of its heirs, successors and assigns. Grantor considers portions of the 6 Acre Tract and the improvements thereon to represent a significant example of an historic, architectural, or cultural resource important to the State of Texas.

Further, in consideration of certain benefits and resources provided by the Texas Historical Commission in relation to the 6 Acre Tract, as well as other good and valuable consideration, the

FIGURE 5

DRAFT FORM
RESERVATION OF PRESERVATION EASEMENT

receipt of which is acknowledged by the Grantor, the Grantor does hereby grant, bargain, sell and convey to the Texas Historical Commission, an agency of the State of Texas, and its successors and assigns ("THC"), the non-exclusive benefits of this Easement, including the power and authority to enforce the terms and conditions hereof.

TERMS AND CONDITIONS

1. RESERVATION AND GRANT

In consideration of the benefits and resources provided to the Grantor by THC, Grantor hereby grants and conveys to Grantee an interest and easement in the 6 Acre Tract and reserves the same unto itself, for the preservation of historic, architectural, scenic and open space values, of the nature and character and to the extent set forth in this Easement, to constitute a servitude upon the 6 Acre Tract running with the land, for the benefit of and enforceable by the Grantor and/or THC, to have and to hold the said interest and easement subject to and limited by the provisions of this Easement, to and for perpetuity.

2. SCOPE OF EASEMENT

The easement herein reserved unto the Grantor and herein granted to THC retains and conveys an interest in the 6 Acre Tract consisting of the benefits of the following covenants and undertakings by the CTRMA, its successors and assigns, as owners of the 6 Acre Tract.

(a) upon and after the final subdivision of the 6 Acre Tract, maintenance of any domestic animals shall be prohibited on any portion of the 6 Acre Tract;

(b) the house, cistern and barns located on the 2 Acre Tract, as well as the remainder of the 6 Acre Tract shall be restored and maintained in accordance with applicable United States Secretary of the Interior Standards for Rehabilitation as codified in Section 36 CFR 67 ("SOI Standards") and such SOI Standards shall be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility; and

(c) adequate security and other safeguards shall be instituted and maintained to ensure the 6 Acre Tract remains in its proper condition.

3. RECONFIGURATION

It is anticipated by and among the Grantor, THC, the CTRMA and their respective heirs, successors and assigns, that the boundaries of the 4 Acre Tract may be reconfigured by the Grantor on a date subsequent to the date hereof. It is the intent, and is hereby expressly acknowledged and agreed by all of the parties hereto, that upon any reconfiguration of the 4 Acre Tract, the metes and bounds or lot and block description of the reconfigured 4 Acre Tract shall be substituted for the description included in Exhibit "B" for all purposes and this Easement shall

FIGURE 5

DRAFT FORM RESERVATION OF PRESERVATION EASEMENT

thereafter apply to such reconfigured description as though originally set forth herein. Any reconfiguration shall be in conformity with the following:

- (a) the boundaries of the 4 Acre Tract may be revised as necessary to address the requirements associated with developing the surrounding property consistent with the City of Leander Transit Oriented Development ordinances, address the location and layout of roads and similar infrastructure related to the development of a portion of the remainder of the J.C. Bryson Farmstead, or address any requirements associated with the development and completion of the 183-A or proposed CR 274 roadways;
- (b) any reconfiguration shall be made in a manner sensitive to preservation of the historic nature of the 6 Acre Tract;
- (c) any reconfiguration of the 4 Acre Tract shall be completed in a manner that the reconfigured 4 Acre Tract continues to encompass at least 4 acres including any property necessary to provide permanent access to a publicly dedicated road, at which time any temporary access easements associated with the 6 Acre Tract shall terminate;
- (d) any reconfiguration of the 4 Acre Tract may include dividing the 4 acres into two or more tracts, so long as each reconfigured tract is contiguous to either the 2 Acre Tract or the remainder of the reconfigured 4 acres, and that permanent access to a publicly dedicated road is made available to the 6 Acre Tract, as reconfigured;
- (e) any reconfiguration of the 4 Acre Tract or associated access easements shall be subject to the approval of a final subdivision plat by the City of Leander; and
- (f) all necessary documentation, conveyances and agreements will be executed by the proper parties and filed, as appropriate, to finalize any reconfiguration completed as provided herein.

4. REMEDIES

Grantor and THC shall have all remedies available to each of them at law or equity. The then current owner of the 6 Acre Tract shall reimburse Grantor and/or THC, as appropriate, for any costs or expenses incurred in connection with enforcing this Easement. The exercise by Grantor and/or THC of one remedy and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

5. ASSIGNMENT, SUCCESSORS AND ASSIGNS

- (a) This Easement shall extend to and be binding upon all persons hereafter claiming by, under or through Grantor, CTRMA or THC, as appropriate, and shall include all such entities or persons whether or not such entities or persons have signed this instrument or had any interest in the 6 Acre Tract at the time it was signed. A person or entity shall

FIGURE 5

DRAFT FORM
RESERVATION OF PRESERVATION EASEMENT

have no obligation pursuant to this Easement, if and when such person shall cease to have any (present, partial, contingent, collateral, or future) interest in the 6 Acre Tract or any interest by reason of a bona fide transfer for value.

(b) THC agrees that it will hold this Easement exclusively for preservation purposes and it will not transfer this Easement for money, other property or services.

6. ACCEPTANCE

THC hereby accepts the right and interest granted to it in this Easement.

7. REVIEWS, APPROVAL AND ENFORCEMENT CLAUSE

The CTRMA and any and all successors in interest further agree to deliver to THC for review and approval the information (including plans, specifications, and designs where appropriate) identifying any proposed permanent changes to the improvements located on the 2 Acre Tract along with 4" x 6" color photographs of the areas to be affected. In connection therewith, a timetable shall be submitted for the proposed activity sufficient to permit THC to monitor such activity. No change or any action subject to the approval of THC shall be taken unless and until receipt of written approval is received from an authorized representative of THC. Whenever such consent or written approval of THC is required, it shall not be unreasonably withheld or delayed. In any event, THC shall respond to any request for consent within thirty (30) days (except under extraordinary circumstances) or such consent shall be deemed to have been given. Proposed changes will conform to the SOI Standards, as administered by the Texas Historical Commission.

8. NO THIRD PARTY BENEFICIARY

Anything to the contrary notwithstanding in this Agreement, all rights, privileges and benefits is for the exclusive use of the parties hereto, and there shall be no third party beneficiary hereof.

9. TERM OF AGREEMENT

This Easement shall become valid on the effective date first above written and remain in effect in perpetuity, unless terminated earlier by agreement of the parties.

10. SEVERABILITY CLAUSE

It is understood and agreed by the parties hereto that if any part, term or provision of this Easement is held to be illegal by the courts, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Easement did not contain the particular part, term, or provision held to be invalid.

FIGURE 5
DRAFT FORM
RESERVATION OF PRESERVATION EASEMENT

11. INSPECTION CLAUSE

It is agreed Grantor, THC, and their agents and designees shall have the right to inspect the 6 Acre Tract at all reasonable times, with reasonable notice to the owner, in order to ascertain whether or not the conditions of this Easement are being observed.

In witness, this Easement is executed on the _____ day of _____, 2008, to be effective as of the date first above written.

Grantor:

J. Sam Winters

Roy Butler

STATE OF TEXAS:

On this the ____ day of _____, 2008, before me, a Notary Public in and for the State of Texas, J. Sam Winters and Roy Butler known to me (or satisfactorily proven) to be the persons whose names are subscribed to this Reservation of Preservation Easement acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

FIGURE 5

DRAFT FORM
RESERVATION OF PRESERVATION EASEMENT

Texas Historical Commission

By: _____
F. Lawrence Oaks
Executive Director

STATE OF TEXAS:

On this the ____ day of _____, 2008, before me, a Notary Public in and for the State of Texas, the undersigned officer, personally appeared F. Lawrence Oaks, who acknowledged himself to be Executive Director of the Texas Historical Commission, a state agency organized under the laws of the State of Texas, and that as such Executive Director, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Texas Historical Commission by himself as Executive Director.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

Central Texas Regional Mobility Authority

By: _____
Mike Heiligenstein
Executive Director

STATE OF TEXAS:

On this the ____ day of _____, 2008, before me, a Notary Public in and for the State of Texas, the undersigned officer, personally appeared Mike Heiligenstein, who acknowledged himself to be Executive Director of the Central Texas Regional Mobility Authority, a subdivision of the State of Texas, and that as such Executive Director, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Central Texas Regional Mobility Authority by himself as Executive Director.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

Original Signature Page to Memorandum of Agreement regarding the J.C.
Bryson Farmstead

INVITED SIGNATORY

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

BY: _____

TITLE: _____

DATE: _____

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

RESOLUTION NO. 08-44

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

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

WHEREAS, the CTRMA is authorized under Section 370.033 of the Texas Transportation Code to study and evaluate potential transportation projects, and work and coordinate with the region's Metropolitan Planning Organization ("CAMPO") as well as the appropriate Texas Department of Transportation District Office in determining the feasibility of potential transportation projects; and

WHEREAS, in a minute order approved on August 25, 2005, the Texas Transportation Commission authorized the CTRMA to pursue the development of the 290 East Turnpike Project (the "Project"), such Project being a potential regional toll project and included in the CAMPO Transportation Improvement Program for 2008-2011; and

WHEREAS, the CTRMA and the Texas Department of Transportation ("TxDOT") have undertaken the market valuation process set forth in Section 228.0111 of the Transportation Code to determine if either entity will develop the Project as a toll project and such process is currently ongoing; and

WHEREAS, in Resolution No. 05-73, dated September 28, 2005, the Board of Directors approved the entry into a Traffic and Revenue Engineering Services Agreement with URS Corporation (the "T&R Agreement") for the provision of traffic and revenue engineering services for CTRMA projects and potential projects; and

WHEREAS, URS Corporation previously performed traffic and revenue engineering studies under the terms of the T&R Agreement pursuant to various Work Authorizations approved by the Board of Directors; and

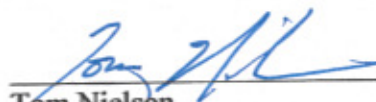
WHEREAS, the CTRMA and URS Corporation have determined that a new Work Authorization No. 8 is necessary in order to authorize URS Corporation to perform additional traffic and revenue engineering studies for the CTRMA related to the Project subject to the direction of the Executive Director and in accordance with the provisions of Work Authorization No. 8; and

WHEREAS, a proposed Work Authorization No. 8 is attached hereto as Attachment "A" and incorporated herein for all purposes.

NOW THEREFORE, BE IT RESOLVED, that the CTRMA Board of Directors authorizes the Executive Director to finalize and execute Work Authorization No. 8, substantially in the form set forth in Attachment "A" and consistent with this Resolution, provided that any work commenced under Work Authorization No. 8 shall be subject to all terms and conditions of the T&R Agreement.

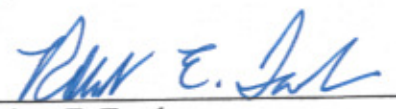
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of July, 2008.

Submitted and reviewed by:



Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 08-44
Date Passed 07/30/08

Attachment "A"
To Resolution 08-44
Work Authorization No. 8
URS Corporation

WORK AUTHORIZATION NO. #8 UNDER TERMS OF
AGREEMENT FOR TRAFFIC & REVENUE ENGINEERING SERVICES

This Work Authorization No. #8 is entered into on this 27th day of June, to be effective as of June 23, 2008, by and between the Central Texas Regional Mobility Authority ("Client"), whose address and phone number are 301 Congress Avenue, Suite 650, Austin, Texas 78701, 512-996-9778, and URS Corporation, a Nevada corporation, ("URS"), whose address and phone number are 9400 Amberglenn Blvd., Austin, Texas 78729, 512-454-4797.

WHEREAS, Client and URS entered into an Agreement for Traffic & Revenue Engineering Services dated as of October 2005 (the "Agreement") wherein Client retained URS to provide traffic and revenue engineering services upon the terms and conditions provided in the Agreement. The Agreement provided that URS would provide services under the terms of the Agreement pursuant to work authorizations executed by the parties from time to time which set forth the specific scope, compensation and schedule for the work to be performed. The general form and format of such work authorizations is set forth in Appendix "C" of the Agreement; and

WHEREAS, Client and URS have entered into Work Authorization No. #8 (the "Work Authorization") to address URS preparing and delivering certain traffic and revenue studies and other related services for use by Client, a copy of such Work Authorization (Scope of Services) is attached hereto and incorporated herein for all purposes; and

WHEREAS, Client and URS agree that certain provisions applicable to the Work Authorization under the terms of the Agreement should be amended and/or revised only as they relate to the Work Authorization;

NOW, THEREFORE, Client and URS, in consideration of the above premises as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree to the following:

1. **Scope of Services.** Client hereby retains URS to perform those professional services expressly defined in the Work Authorization (the "Services") in accordance with the terms of the Agreement and this Amendment.

2. **Payment.** Client agrees to pay URS in strict accordance with the provisions of the Agreement and the Work Authorization.

3. **Responsibilities of Client.**

3.1. Client will provide URS with all information in its control relating to the Project. All information provided by Client will be, to the best of Client's knowledge with no duty of further inquiry, true and accurate in all respects and will not be misleading by omission or otherwise;

3.2. Client will provide URS with safe access to the Project site and to all employees, information, and documents relevant to performance of the Services;

3.3. Client will promptly provide URS written notice of any suspected deficiency in the Services; and,

3.4. Client will promptly provide required approvals and decisions.

4. **Right to Rely.** Without further investigation, URS is entitled to rely upon all information provided by Client.

5. **Professional Liability; Exclusion of Warranties and Guaranties.** URS will perform the Services with the care and skill established under the terms and conditions of the Agreement, including but not limited to, those set forth in Article 25 thereof. Client acknowledges that there is uncertainty in all projects

involving revenue or traffic forecasts. Client further acknowledges that many of the assumptions relied upon by URS in the performance of the Services, including, without limitation, assumptions related to socioeconomic trends, government practices and policies and prevailing opinions regarding these matters, may not accurately reflect actual conditions or occurrences, or future conditions or occurrences, despite the use of due care by URS. URS does not have any obligation to advise Client of any discrepancies between assumptions made by URS and actual or future conditions or occurrences, so long as URS has utilized the standard of care provided in the Agreement and in this Amendment. Client acknowledges and agrees that any document provided by URS pursuant to the Work Authorization will only constitute the professional opinion of URS with respect to the subject matter thereof and as of the date of the opinion and will not constitute any guarantee or other assurance of future events. Neither will any such document constitute or be regarded as a recommendation by URS to the Client or to any other party to take or not take any actions, including, without limitation, to commence, continue, or complete any project or to provide any financing therefore. Client also acknowledges and agrees that any documents or opinion provided by URS may contain a description of the Principal Materials, Qualifications, and Assumptions upon which URS has relied which statement will be in a form substantially similar to the qualifications contained in Exhibit "A" to this Amendment or otherwise as URS deems appropriate and as approved by Client, such approval not to be unreasonably withheld.

6. Limited Use of Documents. Client's use of any of the documents, opinions and communications presented to Client by URS under the terms of the Work Authorization shall be in strict accordance with the provisions, terms and limitations set forth in the Agreement, including but not limited to, Article 13 thereof.

7. Indemnification. The indemnification provisions of the Agreement, including but not limited to, those set forth in Article 17 thereof, are specifically acknowledged and reaffirmed by the parties hereto, as they apply to this Amendment, the Work Authorization, the Agreement and any other matter related to the Agreement.

8. Limitation of Liability. All limitations of liability, remedies available to either party for breach or alleged breach or default under the Agreement (including under any document or matter related to the Agreement, including this Amendment) shall be as set forth in the terms and conditions of the Agreement.

9. Waiver of Consequential Damages; Other Limitations. The provisions of Article 25 of the Agreement, as well as all other applicable provisions of the Agreement shall continue in full force and effect as they relate hereunder.

10. Insurance. URS agrees to maintain during the performance of the Services: Workers' Compensation coverage, General Liability insurance coverage,, Automobile Liability insurance coverage and all other insurance coverages as set forth in the Agreement in the amounts set forth in the Agreement.

11. No Third Party Rights. This Agreement shall not create any rights or benefits to parties other than Client and URS, except as otherwise specifically provided in the Agreement. URS does not guarantee any particular results. URS is entitled to place whatever disclaimer it deems appropriate in its work product, consistent with the provisions of the Agreement, the Work Authorization and this Amendment.

12. Assignments. No assignment by either party of any of its duties and obligations hereunder shall be made in any manner inconsistent with the provisions of the Agreement.

13. Venue. The controlling law and venue provisions of the Agreement, including but not limited to, those set forth in Article 27 thereof, are specifically acknowledged and reaffirmed by the parties hereto..

14. Integrated Writing and Enforceability. This Amendment is an amendment only to the provisions of the Work Authorization. It is not an amendment to the Agreement or any other agreement or matter between the parties. To the extent the express provisions of this Amendment conflict with the specific provisions of the Agreement (as they relate to or are incorporated into the Work Authorization) or the Work Authorization, but only to such extent such conflict exists, the provisions of this Amendment supersede the conflicting provisions of the Agreement and the Work Authorization. In all other events, Client and URS hereby expressly acknowledge and reaffirm the provisions of the Agreement, as well as all other agreements, work authorizations and other matters arising from the Agreement and the

continuing applicability thereof. Modifications of this Amendment shall not be binding unless made in writing and signed by an authorized representative of each party. The provisions of this Amendment shall be enforced to the fullest extent permitted by law. If any provision of this Amendment is found to be invalid or unenforceable, the provision shall be construed and applied in a way that comes as close as possible to expressing the intention of the parties with regard to the provisions and that saves the validity and enforceability of the provision. This Amendment is the result an arms length negotiation and both parties have materially participated in the drafting of the terms and conditions contained herein.

15. Client is a Public Entity. URS acknowledges that Client is a public entity created under the laws and statutes of the State of Texas and is a political subdivision thereof, and is a body politic and corporate. As such, Client is subject to all applicable laws, statutes, rules and regulations, including those associated with the disclosure of information to the public ("Laws"). Client and URS acknowledge and agree that nothing in this Amendment or the Agreement shall be construed to limit the applicability of all such Laws and to the extent any conflict exists between the provisions of this Amendment and the Agreement, and such Laws, the provisions of such Laws shall govern.

THE PARTIES ACKNOWLEDGE that there has been an opportunity to negotiate the terms and conditions of this Amendment and agree to be bound thereby.

CLIENT
CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

Signature

Typed Name/Title

Date of Signature

URS

Michael H. McCloskey

Signature

Michael H. McCloskey

Typed Name/Title

7/11/08

Date of Signature

Exhibit A

PRINCIPAL MATERIALS, QUALIFICATIONS, AND ASSUMPTIONS

Our [report/opinion] _____ is subject to the following conditions and limitations:

- *In our review and analysis, and arriving at our [report/opinion] we have assumed and relied upon the accuracy and completeness of all of the information provided to us (both written and oral) by [CLIENT] or otherwise publicly available and have neither attempted independently to verify, nor assumed responsibility for verifying, such information. We have relied upon the assurances of the [CLIENT] that they are not aware of any facts that would make such information misleading.*
- *All estimates and projections in our [report/opinion] are based on URS' experience and judgment and upon a review of information provided to URS by [CLIENT], limited visual observation of conditions at the relevant sites and interview(s) with [CLIENT] personnel and a review of other publicly available reports and information. We also reviewed _____. These estimates and projections are not necessarily indicative of actual values or predictive of future results, which may ultimately be more or less favorable than those suggested by our [report/opinion] and are therefore subject to substantial uncertainty.*
- *Any summary of URS' information contained in this report is not a complete description of the analysis and methods conducted in the URS report as such analysis and method involves a complex analytical process involving various determinations as to the most appropriate and relevant methods of analysis and the application of those methods to the particular circumstances; therefore, any analysis is not readily susceptible to a summary description. URS has made qualitative judgments as to the significance and relevance of each analysis and method that it considered. Accordingly, URS' analyses must be considered as a whole and that selecting portions of any individual analyses without considering all analyses and methods could create a misleading or incomplete view of the processes underlying its analyses. We therefore give no opinion as to the value or merit standing alone of any one or more sections of our report.*
- *This [report/opinion] is necessarily based upon scientific, governmental, market, economic and [other conditions] as in effect on, and information made available to us as of, the date of our [report/opinion]. It should be understood that subsequent developments may affect the estimates or projections expressed in the [report/opinion] and cannot be predicted with certainty. We specifically do not guarantee or warrant any estimate or projections contained in our [report/opinion].*
- *Certain statements made in the [report/opinion] that are not historical facts may constitute estimates, projections or other forward-looking statements and even though URS believes that such forward-looking statements are reasonable and are based on reasonable assumptions as of the date in the [report/opinion], such forward-looking statements by their nature involve risks and uncertainties that could cause actual results to differ materially from the results predicted.*
- *We disclaim any undertaking or obligation to advise any person of any change in any matter affecting this [report/opinion], which may come or be brought to our attention after the date of this [report/opinion].*
- *We do not express any opinion on the following items: _____.*

URS CORPORATION
SCOPE OF SERVICES
FOR
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (CTRMA)

**US 290E TOLL DEVELOPMENT PROJECT
INVESTMENT GRADE TRAFFIC AND TOLL REVENUE ENGINEERING SERVICES**

The Investment Grade Traffic and Toll Revenue Engineering Services described herein are to be provided by URS Corporation (URS) to the Central Texas Regional Mobility Authority (CTRMA) to prepare an Investment Grade Traffic and Toll Revenue Study and Report for the US 290E toll road project. The US 290E baseline project is defined from US 183 to SH 130.

SCOPE OF SERVICES

This Scope of Services is organized into 11 principal tasks that encompass the investment grade study and documentation. Significant analysis of all aspects of the US 290E project along with a comprehensive modeling effort involving the toll diversion forecasting and the socio-economic data (SED) underlying the demographic projections are part of this complex study. This analysis is an update to the existing analysis done in 2006 for this corridor. Included in this comprehensive work program are the following tasks:

- Task 1 – Project Management/Quality Assurance (QA)
- Task 2 – Traffic Data Collection/Field Surveys – Phase 1
- Task 3 – Socioeconomic/Demographic Update
- Task 4 – Toll Rate Schedule/Toll Collection Plan
- Task 5 – Travel Demand Model Roadway Network Development
- Task 6 – Travel Demand Model Calibration – Phase 1
- Task 7 – Traffic and Toll Revenue Estimation – Phase 1
- Task 8 – Traffic Data Collection/Field Surveys – Phase 2
- Task 9 – Travel Demand Model Calibration – Phase 2
- Task 10 – Traffic and Toll Revenue Estimation – Phase 2
- Task 11 – Documentation

The project schedule and budget that support this scope of services are attached. The tasks presented below will be completed for \$485,500 under a lump sum contract as defined by the Master Agreement. This is inclusive of all subconsultants and direct expenses for the work effort.

Task 1 – Project Management/QA

Meetings, coordination, administration, and quality assurance comprise Task 1 and are described in the following subtasks:

- 1.1 Meetings
 - 1.1.2 Project Kick-Off, Scope Development, and Mobilization Meetings
 - 1.1.3 Presentations to the CTRMA Staff, Board and/or consultants

- 1.2 Coordination
 - 1.2.1 Coordination with the CTRMA Working Group, Governmental Organizations (including TxDOT), PBS&J and Other Entities to be Identified by the CTRMA
 - 1.2.2 Coordination with Sub-Consultants: GRAM Traffic and Alliance Transportation Group
 - 1.2.3 Establish Communications Procedures and Documentation
- 1.3 Project Schedule and Monthly Updates
- 1.4 Progress Reports and Invoices (Monthly)
- 1.5 Project Quality Assurance

Task 2 – Traffic Data Collection/Field Surveys – Phase 1

In order to meet CTRMA's schedule to provide a preliminary updated traffic and toll revenue forecast by September 2008, a two-phased data collection effort is proposed for the 2008 analysis. This two-phased approach is necessary because traffic data collected during the summer months are not representative of average traffic conditions and are therefore not defensible in support of an investment grade study. The first phase will include a limited data collection effort along the proposed corridor and will be conducted primarily to obtain a general understanding of current traffic volumes on US 290E. URS will adjust the data collected based on TxDOT seasonal factors and experience of Austin area toll roads, SH 130, SH 45N, Loop 1 North and US 183A during the summer months as compared to average annual weekday traffic. Comparing the adjusted 2008 traffic counts to the traffic counts collected in 2006 will provide an indication of growth in traffic volumes since 2006. This information is the minimum required to initiate the traffic modeling calibration process. A more comprehensive data collection effort will then be conducted during the second phase described in Task 8.

The following describes the traffic data collection effort during phase 1:

- Classification counts will be collected at approximately eight (8) traffic count locations along US 290E for a seven (7) day period.

Data collected during phase 1 will be summarized and correlated with the roadway network in the travel demand model to facilitate model calibration.

Task 3 – Socioeconomic/Demographic Update

The socioeconomic review that occurred in the original 2006 Investment grade study will be updated to reflect the current understanding of the demographics in the area surrounding the proposed corridor. The recently developed socioeconomic data (SED) used to support various traffic and toll revenue studies in the region will be used as the initial, underlying data set for this effort. For this task, URS has retained the services of Alliance Transportation Group (ATG) to assess the reasonableness of the forecast. ATG and its predecessor firms successfully completed this task for similar investment grade studies for three Austin area toll road projects: SH 130, SH 45/Loop 1, and US 183-A. ATG also recently served as a consultant in this capacity for the CTRMA SH 45SW, US290W/SH 71 and is currently updating the SED set for other Investment Grade studies in the region. ATG will issue a technical memorandum describing the work performed in Task 3 and documenting the results.

Additionally, URS will review the SED in the study area and the region to verify the reasonableness of the results provided by ATG. This verification process will include a comparison to the 2006 forecast and other data sets developed by CAMPO, the US Census, and the Texas State Data Center. The verification process will include the development of data

comparison tables and thematic maps created using GIS software that will also allow for the identification of geographic areas where significant changes in growth have occurred since 2006.

The result of Task 3 will be a population and employment forecast at the TAZ level for entry into the regional travel demand model for two base years (2005 and 2008) and several future years. The future years included in the forecast will be dependent upon the timing of transportation improvements in the region that may impact the proposed facility, but at a minimum will include 2010, 2015, 2020, 2025, and 2030. Forecasts for intervening years will be interpolated from the model forecast periods.

The following subsections summarize the major components of the SED update task.

3.1 Data Collection

Collect data and review recent literature that summarizes demographic and economic changes to Travis County, the Austin metropolitan area, and, in particular, changes within the US 290E study area. The data will be used to identify recent population and employment development trends and prospects for future growth. Data will be collected from the following sources:

- U.S. Census Bureau
- Texas State Data Center
- Texas Workforce Commission
- Texas Water Development Board
- Texas Comptroller of Public Accounts office
- Capital Area Metropolitan Planning Organization
- City of Austin
- City of Manor
- City of Pflugerville
- Travis County
- *Austin-American Statesman*
- *Austin Business Journal*
- Any other relevant source.

Maps will be obtained from the various municipalities in the study area showing zoning, water and wastewater infrastructure, sensitive environmental features, etc., plus recent digital orthoimagery of the study area.

3.2. Field Surveys

Field surveys will be performed encompassing the entire US 290E study area to discern recent development patterns, including field surveys of selected areas of interest throughout Travis County. Areas of growth and change will be mapped for use during the study area assessment.

3.3 Interview Local Officials

Local officials representing local public entities, such as planning or permitting departments, with jurisdictions in the study area will be interviewed. Public entities that will be contacted include:

- TxDOT
- City of Austin
- City of Manor

- City of Pflugerville
- Travis County
- Others as determined appropriate

Task 4 – Toll Rate Schedule/Toll Collection Plan

The US 290E toll rate schedule has been established from previous analyses. However, the toll rate policy is still under discussion with respect to both CAMPO and the ability to deliver the project financially under the current funding constraints. In order to provide the CTRMA with a substantial understanding of the impact of the tolling policy on project delivery, URS will analyze four (4) different tolling policies. These tolling policies will be presented to the CTRMA in terms of rate per mile and escalation. Additionally, the corresponding toll at each plaza will be presented by year to provide CTRMA and its stakeholders, a precise description of anticipated toll rates over the life of the project and forecast. The analysis will assume two (2) electronic toll collection (ETC) options would be available to motorists using the tolled facilities:

- ETC transponder; and
- Video tolling.

Task 5 – Travel Demand Model Roadway Network Development

URS will develop a traffic/toll revenue-forecasting model for the US 290E project for which the CAMPO regional travel model will be the baseline. To develop this model, URS will first update the roadway network to reflect the proposed project configuration, the current transportation infrastructure, and planned infrastructure improvements between opening year and 2030. As part of this effort, URS will confirm the configuration and anticipated completion date of all relevant projects for the specific horizon years in the forecast period. URS will interview local officials who represent local public entities, such as planning or permitting departments with jurisdictions in the study area. Public entities that will be contacted include:

- TxDOT
- City of Austin
- City of Manor
- City of Pflugerville
- Travis County
- Others as determined appropriate

The final list of projects and "most probable" completion dates will be obtained from the TxDOT Austin District, CTRMA and TTA. For all projects that are anticipated to operate as toll facilities, URS will obtain the anticipated toll plans and rates for each of these facilities.

Task 6 – Travel Demand Model Calibration – Phase 1

Utilizing existing traffic count data and the additional data collected under Task 2, URS will perform an intermediate model calibration of the toll diversion model. This initial calibration will be based on existing data sources and results of phase 1 of the traffic data collection effort and will be conducted with an anticipated completion date of mid-August 2008. A more refined calibration effort based on phase 2 of the traffic data collection effort will be completed in mid-October. The objective of the calibration in this task will be to replicate traffic flows specifically

in the vicinity of the US 290E corridor. This model calibration will also include specific analyses related to trips by vehicle type (auto, truck) as well as specific travel patterns that would utilize the US 290E corridor. URS will also compare the estimated travel speeds generated by the travel demand model against the field data collected from the 2006 Study, adjusted to reflect the possible change in congestion based on the limited adjusted traffic counts collected under Task 2. Additionally, URS will analyze initial estimates of toll constraint and elasticity as part of this task. The overall regional model calibration year will be 2005 and the trip tables will be based on the 2005 population and employment estimates provided by ATG. However, within the project area, URS will validate the model for 2008 using the traffic counts and travel pattern data collected as part of the 2006 analysis.

Task 7 – US 290E Traffic and Toll Revenue Estimation – Phase 1

In this task, URS will use the toll diversion model based upon the intermediate calibration to estimate volumes for the US 290E project for specific model years, incorporating the revised socioeconomic data and the updated roadway network reflecting information gained in Tasks 3, and 5. Traffic estimates will be developed by toll gantry location. Toll revenue estimates will be developed from the traffic estimates based on appropriate divisions of vehicle class including by payment (ETC/Video) and vehicle (Passenger car/Truck). Additionally, included in the modeling process are assumptions pertaining to toll evasion and toll revenue ramp-up periods.

Traffic and Toll Revenue Estimates will be provided in tabular form for the four tolling scenarios defined during Task 4. A technical memorandum providing the T&R estimates and a brief description of the modeling methodology and assumptions will be delivered by September 5, 2008.

Task 8 – Traffic Data Collection/Field Surveys – Phase 2

As described previously, this phase of the data collection will be more comprehensive occurring during the appropriate months to collect traffic data. The effort will commence the second week of September when both primary and secondary schools are in session and normal travel patterns are resumed. The purpose of the second phase of the data collection effort will be to verify the original calibration effort and provide data required by the rating agencies to support the sale of bonds.

The following highlights the data collection program for Phase 2:

- Collect approximately 40 classification counts. This may be revised in September based on the appropriateness of locations.
- Perform video-license plate trip origin/destination (O/D) surveys at select locations on SH 130, US 290E, and US 183. Additional surveys may be deemed necessary based on model calibration results. The scope for any additional surveys will be included in a supplemental work authorization.
- Collect turning movement counts on US 290 at the intersections of Parmer, SH 130, and US 183.
- Conduct travel time studies in the US 290E Corridor on parallel routes, cross street routes, and frontage roads. The speed-delay runs will be performed in each direction for the peak and off-peak periods. This data will be collected via multiple trials and the conditions will be averaged to provide estimates of typical travel times through the

corridor by time period. This data will be compared to the estimates of travel times provided by the toll diversion model as part of the final model calibration.

The scope of the Phase 2 data collection effort will be finalized in early September based on the initial calibration results. Data collected during phase 2 will be summarized using GIS applications and entered into the travel demand network to verify the original calibration effort, again necessary for proper conduct of an investment grade analysis.

Task 9 – Travel Demand Model Calibration – Phase 2

Utilizing the traffic data collection from Task 8 the second calibration of the toll diversion model for 2008 will occur. This calibration effort will reflect the most recent and accurate understanding of the US 290 Study Area. The objective of the calibration in this task will be to replicate traffic flows specifically in the vicinity of the US 290E corridor. This model calibration will also include specific analyses related to trips by vehicle type (auto, truck) and specific travel patterns that would utilize the US 290E corridor. URS will also compare the estimated travel speeds generated by the travel demand model against the field data collected in 2008 from Task 8.

Task 10 – US 290E Traffic and Toll Revenue Estimation – Phase 2

In this task, URS will use the toll diversion model based upon the Phase 2 calibration conducted in Task 9 to estimate volumes for the US 290E project for specific model years, incorporating the revised socioeconomic data and the updated roadway network reflecting information gained in Tasks 3 and 5. Traffic estimates will be developed by toll gantry location. Toll revenue estimates will be developed from the traffic estimates based on appropriate divisions of vehicle class including by payment (ETC/Video) and vehicle (Passenger car/Truck). Additionally, included in the modeling process are assumptions pertaining to toll evasion and toll revenue ramp-up periods.

Traffic and Toll Revenue Estimates will be provided in tabular form for the four tolling scenarios defined during Task 4. A draft report providing the T&R estimates and briefly describing the methodology and listing all assumptions will be delivered by early November 2008

Task 11 – Documentation

The US 290E investment grade traffic and toll revenue study will be documented at the first stage with a technical memorandum that includes the Preliminary Toll Revenue Forecasts, and at the second stage with the draft and final report that includes the revised forecasts based on refined calibration of the travel demand model using data collected in the September 2008 data collection efforts. Both the technical memorandum and the report will be issued in draft format for review, comment, and approval by the CTRMA T&R Working Group. It is anticipated that after the submission of the DRAFT Investment Grade Analysis, multiple sensitivity tests will need to be conducted in addition to meetings with prospective financiers and rating agencies. These meetings and tests are not included in this scope of work because of the unknown nature of the length and complexity of this analysis due to changing market conditions. It is anticipated that a supplement or a new work authorization will cover the final steps into project delivery with respect to T&R support for this project.

Fee Estimate

CTRMA Traffic and Revenue Consultancy			
Work Authorization No #8: Investment Grade Study for US 290E			
Budget			
Task		Total Hours	Total Costs
Task 1	Project Management/QA	136	\$ 21,482
Task 2	Traffic Data Collection/Field Surveys - Phase 1	34	\$ 4,233
Task 3	Socioeconomic/Demographic Update	122	\$ 13,402
Task 4	Toll Rate Schedule/Toll Collection Plan	32	\$ 4,152
Task 5	Travel Demand Model Roadway Network Development	114	\$ 13,565
Task 6	Travel Demand Model Calibration - Phase 1	420	\$ 42,830
Task 7	Traffic and Toll Revenue Estimation - Phase 1	368	\$ 39,192
Task 8	Traffic Data Collection/Field Surveys - Phase 2	236	\$ 22,771
Task 9	Travel Demand Model Calibration - Phase 2	324	\$ 50,314
Task 10	Traffic and Toll Revenue Estimation - Phase 2	154	\$ 20,032
Task 11	Documentation	264	\$ 31,519
	Hours Subtotal	2204	
	Average DTL		
	Multiplier		
	Average Billing Rate		
	Loaded Cost	\$ 263,492.91	\$ 263,492.91
	Labor Subtotal (rounded)	\$ 263,000	
	Other Direct Costs (ODC)		
	Air Travel (1 trip @ \$750)	\$ 750	
	Lodging (1 night @\$79)	\$ 79	
	Meals (2 days @\$54)	\$ 108	
	Rental Vehicle (12 days @\$40)	\$ 480	
	Gasoline (9 days @ \$50)	\$ 450	
	Color copies (@ \$1.40 each)	\$ 140	
	BW Oversize copies	\$ 200	
	Tech Memos (5x25 copiesx2 (draft and draft final)) @ \$30 each	\$ 300	
	Other	\$ -	
	Expense Subtotal	\$ 2,507	
	Total Expenses (rounded)	\$ 2,500	
	Total URS Costs	\$ 265,500	
	Sub-Contractor		
	Alliance Transportation Group Inc.	\$ 120,000	
	GRAM Traffic	\$ 100,000	
	Total WA No. #8 Costs	\$ 485,500	

Project Schedule

TASK AND DESCRIPTION	June 2008				July 2008				August 2008				September 2008				October 2008				November 2008			
	W1	W2	W3	W4	W1	W2	W3	W4	W1	W2	W3	W4	W1	W2	W3	W4	W1	W2	W3	W4	W1	W2	W3	W4
Project Name																								
Task 1 Project Management/Quality Assurance																								
Task 2 Traffic Data Collection/Field Surveys - Phase 1																								
Task 3 Socioeconomic/Demographic Update																								
Task 4 Toll Rate Schedule/Toll Collection Plan																								
Task 5 Travel Demand Model Roadway Network Development																								
Task 6 Travel Demand Model Calibration - Phase 1																								
Task 7 Traffic and Toll Revenue Estimation - Phase 1																								
Task 8 Traffic Data Collection/Field Surveys - Phase 2																								
Task 9 Travel Demand Model Calibration - Phase 2																								
Task 10 Traffic and Toll Revenue Estimation - Phase 2																								
Task 11 Documentation																								

⊕ indicates a submittal

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

RESOLUTION NO. 08-45

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

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

WHEREAS, in a minute order approved on August 25, 2005, the Texas Transportation Commission authorized the CTRMA to pursue the development of the 290 East Turnpike Project (the "Project"); and

WHEREAS, the CTRMA and the Texas Department of Transportation ("TxDOT") have undertaken the market valuation process set forth in Section 228.0111 of the Transportation Code to determine if either entity will develop the Project as a toll project and such process is currently ongoing; and

WHEREAS, the CTRMA has undertaken efforts related to the planning and development of the Project, including the determination of potential right of way required for the Project; and

WHEREAS, the CTRMA has undertaken discussions with various property owners of potential right of way tracts that pose significant challenges for the Project in order to attempt to mitigate possible future delays in the timely completion of the Project; and

WHEREAS, a tract jointly owned by the City of Austin (the "City") and Herby's Joint Venture ("Herby's") consisting of approximately 47.533 acres was designated as parkland and therefore presented possible additional considerations to be undertaken in connection with the environmental review of the Project; and

WHEREAS, the 47.533 acre tract was partitioned into two tracts—one being a 39.6084 acre tract owned by the City and to continue to be designated as parkland, and an 8.3436 acre tract owned by Herby's that was intended to no longer be designated as parkland; and

WHEREAS, the partition deed referenced certain language that could cause the 8.3436 acre tract to continue to be considered parkland for environmental review purposes ("Reservation Language"); and

WHEREAS, the 8.3436 acre tract was acquired by the CTRMA from Herby's with the intent that such tract would no longer be designated as parkland; and

WHEREAS, the inclusion of the Reservation Language in the partition deed may cause the Project's environmental review to consider the 8.3436 acre tract to be parkland, although this was not any of the party's intent; and

WHEREAS, the deletion of the Reservation Language from the partition deed is desirable to insure that the 8.3436 acre tract is not considered parkland for any purposes, but it is necessary to offer the City the CTRMA's full assurance that all reasonable efforts will be undertaken to ensure that the City may develop and construct a portion of its planned Regional Hike and Bike Trail over and across the 8.3436 acre tract in a manner acceptable to all parties; and;


WHEREAS, an Interlocal Agreement shall be prepared to set forth the CTRMA's agreement to ensure that the City may develop and construct a portion of its planned Regional Hike and Bike Trail over and across the 8.3436 acre tract in a manner acceptable to all parties (an "Interlocal Agreement"); and

WHEREAS, the CTRMA staff and Executive Director recommend that the Board authorize the negotiation, preparation and execution of an Interlocal Agreement.

NOW THEREFORE, BE IT RESOLVED, that the CTRMA Board of Directors authorizes the Executive Director to negotiate, finalize and execute an Interlocal Agreement, consistent with this Resolution and finds that the execution of an Interlocal Agreement shall be for the benefit of the traveling public of the region.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of July, 2008.

Submitted and reviewed by:



Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 08-45
Date Passed 07/30/08

Attachment "A"
To Resolution 08-45
Interlocal Agreement with City of Austin
290E COA Hike and Bike Trail

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

RESOLUTION NO. 08-46

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

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

WHEREAS, the CTRMA is charged with funding and developing transportation improvements throughout the region to help solve the current mobility crisis and improve the quality of life for residents of Central Texas; and

WHEREAS, the general engineering consultant retained by the CTRMA (the "GEC") previously developed a scope of work and a proposed budget to conduct traffic simulations and other feasibility work related to various CTMRA projects and potential projects; and

WHEREAS, the Board of Directors in Resolution No. 06-35, dated June 28, 2006, approved Work Authorization No. 6.0 and found that the scope of work included therein was necessary and appropriate to further assess the feasibility of certain projects and potential projects and has further determined from time to time by appropriate Resolution that various Supplements to Work Authorization No. 6.0 be adopted to fulfill the scope of work; and

WHEREAS, the Texas Department of Transportation and the CTRMA executed a Multi-Project Preliminary Development Agreement ("MPDA") dated effective as of June 2, 2008 that addressed various regional transportation projects and continuing efforts to analyze, plan and develop such projects in the future; and

WHEREAS, one of the projects included in the MPDA is the proposed Loop 1 managed lanes project (the "Project") which previously was being analyzed by TxDOT through one of its consultants, DMJM Harris; and

WHEREAS, it has been determined that certain modeling efforts are necessary to continue the feasibility analysis of the Project and that such modeling should be continued by DMJM Harris as a subcontractor to the GEC under Work Authorization No. 6; and

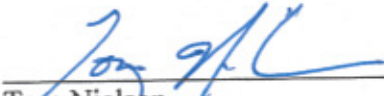
WHEREAS, the CTRMA staff and the GEC have represented to the Board of Directors that Supplement No. 5 to Work Authorization No. 6.0 in substantially the form attached hereto as Attachment "A" is necessary and appropriate to provide for modeling of the Project by the GEC through its subcontractor to ensure efforts to further analyze, plan and develop the Project continue in accordance with the MPDA.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA approves Supplement 5 to Work Authorization No. 6.0 in substantially the form attached hereto as Attachment "A"; and

BE IT FURTHER RESOLVED, that all work performed under Supplement 5 to Work Authorization No. 6.0 shall be subject to the Agreement for General Consulting Civil Engineering Services between the CTRMA and the GEC.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of July, 2008.

Submitted and reviewed by:



Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 08-46
Date Passed 7/30/08

Attachement "A"
To
Resolution No. 08-46
Supplement 5 to Work Authorization No. 6.0

EXHIBIT B

SERVICES TO BE PROVIDED BY THE ENGINEER

Work Authorization No. 10: Additional Modeling for the Interim Project of the Loop 1 (SL 1) Corridor Project

CSJ 3136-01-107

Introduction

This Work Authorization (WA) includes additional tasks and activities to support the environmental document (to be prepared under WA 2—Environmental Analysis and Documents). Additional work items include:

- preparation of additional travel forecasts for 2010 and 2030, including alternatives for general purpose lanes, high occupancy vehicle (HOV) lanes, and dynamically controlled managed lanes with varying ingress/egress scenarios,
- preparation of additional traffic operations analyses to evaluate the performance of the additional alternatives, and
- coordinate travel demand and traffic operations analyses with the traffic and revenue forecasting effort.

Function Code 110: Route and Design Studies

Task 1 – Travel Demand Forecasts

1.1 Perform Additional Travel Demand Forecasts

The ENGINEER will develop additional travel demand forecast models to supplement the forecasts undertaken in WA 5. These forecasts will include travel demand forecasts for the years 2010 and 2030 for:

- adding one general purpose lane in each direction,
- adding one HOV lane in each direction, and
- adding one managed lane in each direction.

These forecasts will also include additional models associated with varying the locations of the ingress/egress zones associated with the HOV and managed lane models. Since 2030 forecasts for the managed lane alternative with ingress/egress for 35th Street and US 183 was performed under WA 5, a model of that alternative is not included. Consistency will be maintained with the WA 5 modeling and forecast post processing procedures. The following table summarizes the scenarios for which the additional travel forecasts will be developed:

Model Run No.	Lane Type	Forecast Year	Ingress/Egress Variant
1	General Purpose	2010 & 2030	Not applicable
2	HOV	2010 & 2030	Configuration as in WA 5
3	HOV	2010 & 2030	Remove 35 th St, include speed change lanes at US 183
4	HOV	2010 & 2030	Combine 35 th St. and US 183 access zones into single access zone near Far West, include speed change lanes
5	Managed Lane	2010 & 2030	Remove 35 th St, include speed change lanes at US 183
6	Managed Lane	2010 & 2030	Combine 35 th St and US 183 access zones into single access zone near Far West, include speed change lanes

For each of the model alternatives developed, the ENGINEER will use the calibrated model developed in WA 5 as the starting point for coding the alternative scenarios.

Specifically, the ENGINEER will:

- split the trip tables produced from the mode choice output from the model to get AM and PM peak hour assignments for input to the Corridor Microscopic Simulation model (CORSIM) operations analysis included in Task 2 of this work authorization for each alternative
- provide technical assistance to support the CORSIM micro-simulation and traffic operations analysis included in Task 2 of this WA,
- provide AM and PM peak traffic volumes (all link and turning movement counts) used for in the existing, proposed 2010 (proposed) and year 2030 CORSIM models for all eight model alternatives (do nothing, add general purpose (GP), add HOV using WA 5 geometry, add HOV removing 35th Street, add HOV combining 35th and US 183 access zones, add managed lane (ML) as in WA 5, add ML removing 35th Street, add ML combining 35th Street and US 183 access zones) for each year. These volumes should be presented in both a graphical and tabular format for ease of use and review and should be provided in a printed and electronic form to the STATE, and
- develop AM and PM peak CORSIM model for each of the alternatives and populate CORSIM models with the adjusted travel demand forecasts.

1.2 Analysis of Modeling Results

The ENGINEER will analyze the results of the travel demand forecasts by summarizing and comparing the model results for each scenario. Specifically, the ENGINEER will:

- summarize and compare forecast traffic volumes for each alternative modeled, including the alternatives developed in WA 5, highlighting the differences in the results for the model runs on the mainlanes and on key entry/exit ramps in the study area,
- analyze and compare the traffic impacts of each alternative modeled, including the alternatives developed in WA 5, including the level of service (LOS) on the SL 1 mainlanes, and on key entry/exit ramps in the SL 1
- analyze and compare the travel speeds on the SL 1 mainlanes, including the alternatives developed in WA 5,
- analyze and compare travel time in the corridor for each alternative modeled, including the alternatives developed in WA 5
- prepare a summary report documenting the results of the analysis, with text, tables and graphics that show the differences between the each alternative modeled, including the alternatives developed in WA 5. This will include documentation of the model inputs and parameters, forecast traffic volumes, and graphic exhibits and tables, as appropriate,
- evaluate performance measures for all model alternatives for 2010 and 2030 scenarios for AM/PM peaks and provide network measures of effectiveness (MOEs) of (including, but not limited to):
 - total vehicle miles traveled,
 - total delay and average speed,
 - facility specific MOEs, and
 - evaluate network MOEs
 - evaluate facility specific MOEs of (including, but not limited to):
 - average speed and average delay for proposed Loop 1 northbound and southbound managed lanes, HOV lanes and general purpose lanes, including a volume-weighted average for each direction for all lanes in that direction (i.e., an average of the GP lanes and any ML in that alternative)
 - tabular and graphical presentations of speed on all network links and control delay for all modeled intersections in each of the eight alternatives modeled for each AM and PM peak for both 2010 and 2030, as well as existing conditions, and
 - system throughput (both vehicle and person throughput).

1.3 Travel Demand Modeling Documentation and Coordination

The ENGINEER will:

- revise the travel demand forecast summary report prepared under WA 5 to include the additional forecast modeling performed under this WA,
- meet with the STATE and Texas Transportation Institute (TTI) to receive, address, and resolve comments by them, and
- revise the technical report as appropriate following STATE review.

Task 2 – Traffic Operations Analysis

2.1 Adjust Capital Area Metropolitan Planning Organization (CAMPO) Forecasts

The ENGINEER will perform post-model processing to adjust the travel demand forecasts to better reflect local constraints on the network prior to input into the CORSIM analysis. This task will involve the following for each of the alternatives identified in Task 1.1:

- demands across cordons will be examined as well as growth across natural barriers such as Town Lake. If possible, forecasts across the northern cordon of the project (at FM 734[Parmer Lane]) will also be held. These will be considered "givens" in the analysis,
- total growth in east-west traffic will be documented. Relative splits between arterial traffic crossing Loop 1 versus that accessing Loop 1 also will be looked at with respect to existing versus future travel demands. Arterial roadway constraints will also be considered in the forecasts to assure that they do not choke traffic off from the Loop 1 corridor,
- redistribute the traffic approaching and leaving the corridor to better account for existing travel demands and arterial constraints. For example, there is a large increase of travel demand on Northwood Road but the street cannot handle this demand. Under this process, this demand in excess of the street capacity would be shifted to adjacent facilities, and
- if needed, travel demand across the corridor (east-west "through traffic") may need to be adjusted in order to fully load the Loop 1 ramps and mainlines.

2.2 Run CORSIM with Adjusted Forecasts

With the adjusted forecasts, the ENGINEER will run the CORSIM model and report results and MOEs for the eight alternatives identified in Task 1.1.

2.3 Develop 2010 (Opening-Year) Traffic Forecasts

Opening-year (2010) traffic forecasts will be developed for the Loop 1 corridor using historic growth rates, TxDOT Transportation Planning and Programming Division (TPP) forecasts, and observed growth rates between existing traffic and 2030 CAMPO travel demands. These forecasts will be developed only for the WA 10 alternatives and will be compared with the 2010 forecasts developed for WA 5. These forecasts will be developed for the AM and PM peak hour of 2010 for all alternatives. The analysis will be based on these historic growth rates and will not specifically take into account any localized change in land use in or around the corridor.

2.4 Development of Freeway Facilities Mode

The ENGINEER will:

- 2.4.1 develop a CORSIM model of the Loop 1 highway facilities without inclusion of the frontage roads and arterial network. This model will include ramps, general purpose lanes and managed or HOV lanes. This smaller model will be used to assess the impact of forecast volumes on the freeway facilities, including weaving at managed lane entrances and exits, without local arterial constraints entering into play. As a result, forecast traffic demands coming from this model will differ from those in the full model and should be generally higher. This will be done for all alternatives.
- 2.4.2 For the managed lane alternatives only, splits between the general purpose lanes and managed lanes will be adjusted to determine the maximum amount of traffic that can be accommodated in the lane to meet the operational objectives for the lane (i.e. level of service). This will involve iterative model runs to determine what split causes the level of service in the managed lane to fall below this threshold, and
- 2.4.3 report CORSIM model findings and results along with the results of Task 2.4.2.

2.5 Development of Smaller Micro-simulation Models

For all alternatives in the 2010 and 2030 forecast years ENGINEER will:

- develop and analyze CORSIM models to analyze the area between each managed lane/HOV ingress/egress location and its associated GP ramp location (i.e., between a managed lane/HOV egress location and the associated GP exit ramp), and
- include the results of these analyses with each model alternative.

The purpose of these models is to verify any proposed improvements will work with projected traffic volumes. These smaller models are supplemental to the freeway models described in Task 2.4.1, and would remove freeway bottleneck constraints on the volumes passing through managed lane/HOV ramp influence areas.

2.6 Iterative Analysis of Managed Lanes Alternatives

The Engineer will perform iterations of the managed lane alternatives to evaluate proposed added capacity as dynamically managed lanes.

2.7 Documentation and Coordination

The ENGINEER will:

- prepare a Revised Traffic Operations Analysis Report documenting (including tables and figures as detailed in other tasks, as well as complete documentation of every assumption) the methodology and results, and including results from the analysis conducted in WA 5,
- meet with the STATE to receive, address, and resolve comments by the STATE,
- revise the technical report as appropriate following review by the STATE, and
- coordinate effort with planning on the potential US 183 managed lane project.

Task 3 –Level 1 Sketch Feasibility Traffic and Revenue (T&R) Analyses Support and Coordination

3.1 Level 1 Sketch Feasibility Traffic and Revenue (T&R) Analyses Support and Coordination

The ENGINEER will coordinate with the STATE's T&R consultant to maintain consistency between the AM and PM peak hour forecasts used in the CORSIM analysis and the findings of the T&R study. Support to the T&R consultant includes (but is not limited to):

- sharing with the T&R consultant the post processing adjustments made,
- identifying for the T&R consultant specific choke points within the corridor,
- running the CORSIM model for various times of the day to gain a more accurate travel time savings for using the managed lanes, and
- attend up to five (5) coordination meetings with the STATE, the STATE's T&R consultant, and TTI.

Function Code 145: Project Management and Administration

Task 4: Project Management and Administration

4.1 Progress Meetings

The ENGINEER will:

- meet with the STATE on a monthly basis to update STATE personnel on the status of work included in Work Authorization 10 (WA 10), including the schedule, data requirements, upcoming tasks, issues needing resolution, document review, and other project-related topics,
- prepare meeting agendas and materials,
- attend up to eight (8) progress meetings lasting up to two (2) hours each, and involving appropriate personnel from the ENGINEER's staff (depending on the topics to be discussed), and
- prepare meeting summaries within five (5) business days of the progress meeting for review by the STATE, highlighting outstanding issues from the meetings, with respective assignments for follow-up or action.

4.2 Invoicing, Contract Document Coordination

The ENGINEER will:

- prepare monthly progress reports, and
- prepare monthly invoices for submission to the STATE for all requests for payment.

4.3 Sub Consultant Management

The ENGINEER will:

- prepare and execute sub contracts for all sub consultants on WA 10,
- monitor and supervise sub consultant activities (staff and schedule),
- review all work products prepared by sub consultants,
- review and approve sub consultant progress reports and invoices, and

- complete monthly HUB reports for submittal to the STATE.

4.4 Project Scheduling

The ENGINEER will:

- prepare an initial schedule for WA 10 for approval by the STATE indicating tasks, milestones, and major meetings and deliverables for WA 10,
- prepare an initial overall project schedule for approval by the STATE indicating tasks, milestones, and major meetings,
- use Primavera SURETRAK or P3 scheduling software, and
- provide monthly progress schedules with the progress reports and invoices for WA 10.

4.5 Project Administration and Filing

The ENGINEER will:

- prepare, distribute and file written and electronic correspondence for WA 10,
- conduct and document phone calls and conference calls as needed during the project to coordinate the work of various team members (ENGINEER and STATE), and
- maintaining project files for WA 10, and
- contribute to, and maintain, the SL 1 Corridor Project document log and library.

4.6 Work Authorization Closeout

The ENGINEER will:

- provide the STATE with all documentation (including all electronic modeling files) for WA 10 when work is complete.

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

RESOLUTION NO. 08-47

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

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

WHEREAS, the CTRMA is charged with funding and developing transportation improvements throughout the region to help solve the current mobility crisis and improve the quality of life for residents of Central Texas; and

WHEREAS, the general engineering consultant retained by the CTRMA (the "GEC") previously developed a scope of work and a proposed budget to conduct traffic simulations and other feasibility work related to various CTMRA projects and potential projects; and

WHEREAS, the Board of Directors in Resolution No. 06-35, dated June 28, 2006, approved Work Authorization No. 6.0 and found that the scope of work included therein was necessary and appropriate to further assess the feasibility of certain projects and potential projects and has further determined from time to time by appropriate Resolution that various Supplements to Work Authorization No. 6.0 be adopted to fulfill the scope of work; and

WHEREAS, the Texas Department of Transportation and the CTRMA executed a Multi-Project Preliminary Development Agreement ("MPDA") dated effective as of June 2, 2008 that addressed various regional transportation projects and continuing efforts to analyze, plan and develop such projects in the future; and

WHEREAS, one of the projects included in the MPDA is the proposed Loop 1 managed lanes project (the "Project"); and

WHEREAS, it has been determined that the feasibility of financing a portion of the Project through a transit-focused concept should be undertaken and that the Goodman Corporation should do so as a subcontractor to the GEC under Work Authorization No. 6; and


WHEREAS, the CTRMA staff and the GEC have represented to the Board of Directors that Supplement No. 6 to Work Authorization No. 6.0, in substantially the form attached hereto as Attachment "A", is necessary and appropriate to provide for determining the feasibility of a transit-focused component of the Project to enhance the financing opportunities for the Project.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA approves Supplement 6 to Work Authorization No. 6.0 in substantially the form attached hereto as Attachment "A"; and

BE IT FURTHER RESOLVED, that all work performed under Supplement 6 to Work Authorization No. 6.0 shall be subject to the Agreement for General Consulting Civil Engineering Services between the CTRMA and the GEC.

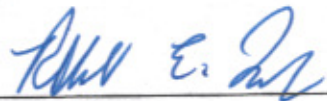
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of July, 2008.

Submitted and reviewed by:



Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 08-47
Date Passed 7/30/08

Attachement "A"
To
Resolution No. 08-47
Supplement 6 to Work Authorization No. 6.0

EXHIBIT B

WORK AUTHORIZATION

Work Authorization No. 6.0

Supplement No. 6

This Supplement No. 6 to Work Authorization No. 6.0 is made as of this 22nd day of July, 2008, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of September 1st, 2003 (the Agreement), between the Central Texas Regional Mobility Authority (Authority) and HNTB Corporation (GEC). This Supplement No. 6 to Work Authorization 6.0 is made for the following purpose, consistent with the services defined in the Agreement:

Loop 1 Managed Lanes FTC Financing

The following terms and conditions of Work Authorization No. 6.0 are hereby amended, as follows:

Section A. - Scope of Services

A.1. GEC shall perform the following Services:

Refer to Attachment A – Scope of Work

A.2. The following Services are not included in this Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the Authority.

Refer to Attachment A – Scope of Work

A.3. In conjunction with the performance of the foregoing Services, GEC shall provide the following submittals/deliverables (Documents) to the Authority:

Refer to Attachment A – Scope of Work

Section B. - Schedule

GEC shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Services defined herein are expected to be substantially complete by December 31, 2009. This Supplement to Work Authorization 6.0 will not expire until all tasks associated with the Scope of Services are complete.

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed \$195,950.00. This will increase the not to exceed compensation amount for Work Authorization No. 6.0 from \$5,234,786.00 to \$5,430,736.00. Compensation shall be in accordance with the Agreement.

The Authority and the GEC agree that the budget amounts for the various companies and firms composing the GEC are estimates and that these individual figures may be redistributed and/or adjusted as necessary over the duration of this Work Authorization. The GEC may alter the compensation distribution between tasks or work assignments to be consistent with the Services actually rendered within the total Work Authorization amount. The GEC shall not exceed the maximum amount payable without prior written permission by the Authority.

C.2. Compensation for Additional Services (if any) shall be paid by the Authority to the GEC according to the terms of future Work Authorizations.

Section D. - Authority's Responsibilities

The Authority shall perform and/or provide the following in a timely manner so as not to delay the Services of the GEC. Unless otherwise provided in this Work Authorization, the Authority shall bear all costs incident to compliance with the following:

N/A

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Work Authorization:

N/A

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

Authority: Central Texas Regional Mobility
Authority

GEC: HNTB Corporation

By: _____

By: Richard L. Ridings, P.E.

Signature: _____

Signature: _____

Title: _____

Title: Vice President

Date: _____

Date: _____

CENTRAL TEXAS RMA

ATTACHMENT A – SCOPE OF WORK

WORK AUTHORIZATION NO. 6.0
SUPPLEMENT NO. 6SERVICES TO BE PROVIDED BY THE GENERAL ENGINEERING
CONSULTANT (GEC)**Project Description**

Background: Beginning in 1999, TxDOT began studying alternatives to improve congestion along MoPac from FM 734 (Parmer Lane) south to the Cesar Chavez Street interchange (downtown). Between 1990 and 2000, traffic on MoPac increased by 48 percent, and average daily traffic on Loop 1 at RM 2222 increased from 111,000 to 156,000 vehicles per day. The increased congestion equates to thousands of hours of lost time, increased pollution, and wasted fuel. Among the alternatives considered to improve the congestion on MoPac was High Managed Lanes (ML).

The AUTHORITY is studying the feasibility of financing the implementation of MLs along the MoPac corridor in partnership with TxDOT. The pairing of ML with transit service offers significant improvements from current single-occupant auto trips in regard to time and fuel savings and environmental benefits. Furthermore, by focusing on the transit component of a ML program, the AUTHORITY may realize additional funding opportunities through the Federal Transit Administration (FTA). Conversely, if the MLs are operated primarily for private vehicles, with minimal utilization by public transit and/or transit linkages from the MLs to destinations, then the opportunity for FTA funding would be lost or greatly reduced.

It is expected that when Congress reconvenes in January 2009, it will face a major challenge to create a new transportation authorization to succeed SAFETEA-LU. An independent commission has recommended a 40 cent increase in the existing federal gas tax over a five-year period to address the nation's transportation infrastructure requirements. One way or another, there is an expectation that Congress will make substantial additional funds available for transportation in general and transit in particular.

Those regions that develop comprehensive congestion mitigation strategies which consider all modes of transport, such as the ML concept for MoPac, will have a competitive edge for federal transportation funding. This was made evident by the distribution of \$1.4 billion of FY2007 discretionary federal transportation funding to only five cities. AUTHORITY's opportunity to capture significant future federal funding to support the proposed MoPac ML lane project also will be enhanced if the project demonstrates significant benefits in terms of congestion mitigation, reduction of VMT, energy use, pollution, etc. Thorough analyses of these factors will be important to

position the project for significant funding. The new authorizing legislation will likely cover the FY 2010-FY 2014 time frame.

Based on these circumstances, The GEC is presenting this proposal to the AUTHORITY to create a transit-focused ML lanes concept, including parking facilities, related access structures, corridor transit service, and transit distribution from each facility to nearby destinations. The plan will demonstrate the feasibility of the transit component of the proposed improvements and qualify the cost of eligible components for future federal funding.

GEC will rely on existing data from recently completed studies like the Downtown Austin Plan (2008), the Real Estate Council of Austin Downtown Austin Park and Ride (2007), the Downtown Austin Comprehensive Parking Study (2000) and other relevant studies.

Services and Products Provided by GEC

Task 1: Transit Potential Analysis

As a preliminary assessment of the transit potential associated with the proposed improvements, GEC will complete an analysis of existing transit service and uses in the corridor along with indicators of the potential for generating new transit riders. Simply diverting existing Capital Metro riders to ML lanes will not create sufficient justification for FTA support. The analysis will provide a reality check prior to launching into the detailed project development. Key subtasks include the following:

- Review and evaluate existing Capital Metro ridership data from the affected corridor and interconnecting services.
- Evaluate census data, economic and land-use data to measure propensity for transit use within the corridor. GEC will analyze U.S. Census and related data to establish population characteristics, demographic profiles, and mobility needs profiles along the MoPac corridor. This data also will be organized into a Transit Needs Index using formulae already in use by CAMPO or adapted from approaches in use in other regions.
- GEC will review 2007 RECA parking data and other study data to verify inventory estimations.

Deliverable: A technical memorandum outlining current transit activity and estimation of potential for transit and parking usage associated with the proposed ML/parking/transit program.

Estimated Cost: \$9,550

Task 2: Transit Demand and Fares

GEC will estimate the corridor transit and parking demand based on implementation of the proposed ML/parking/transit program. Findings from Task 1 will be used to inform modifications to existing corridor demand analyses or reflect the forecast of utilization at

various future time points. Estimates from TxDOT's ML analysis along with CAMPO modeling will be the sources used for base data.

- Estimate the transit usage associated with the proposed capital and operating schemes. Available TxDOT data on ML utilization and capacity will be the starting point for this analysis. Additional CAMPO model runs will be requested based on proposed alternative operating schemes to estimate demand at key future time points. These results will be utilized to determine the limits of the ML scheme, sizing for the capital development program, and level of transit services/equipment needed in subsequent tasks.
- Assess the transit market potential among downtown employees (who may become choice riders) that currently rely on a higher-priced downtown parking facility to relocate to a lower-priced peripheral facility linked by transit shuttles. GEC will survey downtown employees to indicate the key factors affecting their driving and parking decisions and their likely responses to adjustments in parking rate structures, methods of payment, and continually rising gasoline prices. GEC will retain a public relations firm to lead this survey task.
- Recommend alternative pricing schemes. GEC will analyze rate structures for each facility that may differentiate between transit and non-transit users to maximize the benefits to be derived from ML/parking/transit services program implementation. Rates may differ between park-and-ride and transit transfer center users, nearby monthly permit parkers, and the occasional users.

Deliverable: A technical memorandum outlining usage, level of service, programmatic needs, and rate structures.

Estimated Cost: \$19,400

Task 3: Transit Operations Plan

The demand analysis will influence the type and frequency of transit needed to provide a high level-of-service and compete effectively with the private automobile. The operational analysis will define the parameters of the transit service associated with the corridor and each parking facility including routing, schedules, frequency, vehicle type and interface with existing services.

- Display travel patterns for parking access, park and ride services, and destination distribution of passengers based on demand analysis completed in Task 2.
- Recommend routes, schedules, and frequency of service for all proposed transit services. Because ridership decreases precipitously when multiple transfers are required, the service development will maximize one seat rides.
- Analyze the impact of the proposed transit plan on existing and proposed Capital Metro bus and rail transit services.
- Create a five-year capital and operating budget for the proposed services.
- Recommend the most appropriate vehicles for the proposed services.

Deliverable: A technical report outlining the transit plan for the proposed transit services, associated vehicles, and expected costs (capital and operating).
Estimated Cost: \$20,025

Task 4: Concept for Downtown and Parmer Lane Parking Facilities

The proposed downtown and Parmer Lane parking facilities have the potential to reduce congestion and/or absorb growth, reduce the need for additional parking, and increase transit ridership. GEC will evaluate the split between transit/park-and-ride and all other types parking spaces, size each facility, propose associated joint development accommodations, and develop a conceptual design concept.

- Determine the number of parking spaces needed for both transit and non-transit users.
- Estimate the amount of space required for transit terminal and bus circulation activities.
- Estimate the site requirements for parking facilities and automobile circulation activities.
- Analyze the feasibility of incorporating joint development partner uses into the facility such as retail or other related services into the facility. Estimate the size, additional parking and other accommodations needed to incorporate those uses.
- Analyze the need for separated access for parkers, kiss-and-ride activities, pedestrians, and deliveries. In order to encourage transit use, preferential parking locations and pricing may be offered for those individuals who use the facilities in a manner that maximize the overall program goals. Need for facilities and equipment needed to separate those users (if any) will be analyzed.
- Create a preliminary conceptual design and related cost estimate for the downtown and Parmer Lane facilities.

Deliverables: Working paper summarizing the proposed building program, joint development program, site plan, terminal plan, and garage conceptual plans for both the downtown and Parmer Lane parking facilities

Estimated Cost: \$29,500

Task 5: Site Selection

GEC will work with representatives from AUTHORITY, TxDOT, Capital Metro and City of Austin to reach consensus on the criteria by which potential terminal/parking sites will be ranked and identify candidate sites at both ends of the corridor. Candidate sites will be identified by proximity availability, and size.

- Establish consensus among all participants on site evaluation criteria. These may include location, size, availability, need to aggregate parcels, existing infrastructure, environmental concerns, historic concerns, zoning, adjacent land

uses, traffic analysis, joint development potential, quality of pedestrian access, cost, ownership, and other special considerations.

- Review the area within a one-half mile radius of the ML terminus points for vacant or underutilized parcels that appear to meet the needs of the building program developed in Task 4. Unused TxDOT right-of-way adjacent to MoPac may also be available. Favorable sites will have acceptable freeway, transit, and surface street access.
- Gather and review data to address each selection criterion for each site.
- Score each site according to the evaluation criteria.
- Conduct a traffic impact analysis for one or two leading sites at each terminus based on site impact analysis requirements of the City of Austin. GEC will obtain the services of a local TIA consultant to assist with this task.

Deliverables: A technical memorandum evaluating each site according to the agreed-upon criteria and ranking the sites accordingly. GEC will recommend a downtown and Parmer Lane site for future development.

Estimated Cost: \$40,850

Task 6: Environmental Assessment

GEC will complete an environmental assessment for each of the two proposed terminal/parking facilities addressing the 22 potential impact factors required by FTA. Mitigation plans will be included for any potential impacts that may be problematical to ensure local agencies and the public that environmental harm will be avoided in developing these facilities.

- GEC will prepare separate documents for each of the two proposed facilities that address each FTA Circular 5620 category including: land use, zoning, displacements, natural environment, air quality, historical issues, parkland, community disruption, safety and security, traffic and parking, and other factors.
- GEC will conduct one public meeting downtown and one in the vicinity of the selected site near Parmer Lane to obtain comment on the environmental impacts of the proposed improvements.
- GEC will prepare and submit two EA documents to the FTA and will respond to inquiries as needed during the review period.

Deliverables: Two Environmental Analysis Reports that complete all aspects of the analysis as defined in Department of Transportation, Circular 5620 (and supplemental guidelines), for the preferred downtown and Parmer Lane sites.

Estimated Cost: \$48,025

Task 7: Quantification of Benefits

Analysis of benefits that can be attributed to the proposed improvements will be helpful in convincing AUTHORITY to proceed with the project, local agencies to support the project, the public to accept the project, and funders to make certain categories of funds available to implement the project. In addition, users need reassurance that improvements in service, quicker access to workplaces, reasonable prices, will result from implementation. Federal, state, and regional funds are focused on cost-effective projects that reduce pollution, provide economic development opportunities, and increase transit use. City officials and taxpayers want to know what their return on their investment will be. In order to provide project supporters with this information, GEC will quantify and/or describe the expected benefits from the proposed project:

- Calculate the increase in ridership and the reduction in vehicle miles traveled (VMT), fuel consumption, and pollution reduction stemming from the implementation of the proposed parking facilities with transit interface.
- Calculate property and sales tax benefits and revenue generated from related joint development or nearby infill development.

Deliverables: A technical memorandum outlining the benefits expected from the implementation of the parking facility with high level-of-service transit interface.

Estimated Cost: \$6,950

Task 8: Funding and Implementation Strategy

Many projects never advance beyond the planning stage because they lack a comprehensive funding and implementation strategy along with a longer-term strategy oversight to ensure its success. GEC will develop and manage a comprehensive finance and implementation strategy that will maximize federal funding potential and opportunities to capture local value that can be used to match federal support. The strategy may include the following components:

- GEC will estimate the total cost of all capital improvements and separate those that are federally eligible. Depending on the level of transit use quantified, federally eligible components can include a some or all the cost of the parking structures, associated transit terminal space, related retail shell space, transit vehicles, and ramps.
- The AUTHORITY will seek status as an additional federal grantee: GEC will review the feasibility of establishing the AUTHORITY as an additional federal grantee for the purpose of securing Section 5309

Discretionary Capital and other federal funding to support project implementation. The FTA Section 5309 program is discretionary and contains several billion dollars annually to support a variety of transit programs divided between fixed guideway and bus. It is anticipated that the next transportation authorizing bill will substantially increase discretionary funding for congestion mitigation projects.

- GEC will manage the process for AUTHORITY by overseeing the completion of all certifications and assurances and interfacing with involved agencies, such as Capital Metro and FTA Region VI.
- If local monies are available to pursue implementation of all or part of this project prior to acquisition of federal grants, expenditures on eligible federal components will be protected under a Letter of No Prejudice (LONP): GEC will pursue an FTA LONP prior to award of bids to enable the capture of local value and the maximum federal reimbursement potential for the project. The LONP will seek to protect all local expenditures that are potentially eligible for FTA funding. Sources of local value may include the land used to develop the parking facilities, the value of the transit-portion of the ML infrastructure, transit vehicles, etc. advanced planning and environmental documentation from the first eight tasks of this proposal will be submitted to FTA in support of an LONP request, if needed. GEC will submit the materials and request that the FTA Regional Office recognize these improvements as eligible transit-related improvements and issue an LONP. GEC will oversee the FTA review process and respond to inquiries as needed.
- GEC will explore the benefit of contracting with private providers to operate the parking facility and/or interfacing transit shuttles. The vehicles directly associated with the managed lane operation and operated by the private sector may create significantly more federal funding opportunities than publicly operated facilities and services.
- GEC will outline a strategy to pursue federal and state funding and will include recommendations for potential sources to be pursued through the MPO, TxDOT, Congress, and/or FTA. The next transportation authorizing legislation will likely consolidate existing federal grant programs for transportation infrastructure and add new categories such as congestion mitigation. GEC will develop a finance and implementation strategy based upon provisions anticipated within the new authorizing bill which will cover the FY2010-FY2013 timeframe.
- GEC will assist the AUTHORITY in submitting documents and plans to the appropriate planning agencies to ensure the program is reflected in the necessary plans, such as the local Transportation Improvement Plan (TIP) and the State TIP, and the long range plan.

- GEC will develop a timeline and assignment of responsibilities for taking the project from the advanced planning stage through implementation.

Deliverables: A technical memorandum outlining the capital cost and finance strategy to achieve the defined program.

Estimated Cost: \$21,650

SUMMARY

	Manhours							
	A Principal	B1 Technology Expert	B Dep PM	C Senior Project Engineer	D Project Engineer	E Technician	F1 Project Administrator	F Clonal / Administrative Support
	\$ 85.00	\$ 85.00	\$ 71.00	\$ 59.00	\$ 46.00	\$ 34.00	\$ 34.00	\$ 24.00

Task	Fee
Loop 1 Managed Lanes FTC Financing	
Task 1 Transit Potential Analysis	\$9,757
Task 2 Transit Demand and Fares	\$9,250
Task 3 Transit Operations Plan	\$20,255
Task 4 Facility Concept for Downtown & Parmer Ln	\$28,669
Task 5 Site Selection for Downtown & Parmer Ln	\$21,722
Task 6 Environmental Assessment	\$48,407
Task 7 Quantification of Benefits	\$6,753
Task 8 Funding and Implementation Strategy	\$21,067
TOTAL	\$165,880

\$	0	0	156	0	294	899	0	119
\$	-	\$ -	\$ 11,076	\$ -	\$ 13,524	\$ 30,566	\$ -	\$ 2,856
\$	-	\$ -	\$ 17,197	\$ -	\$ 20,997	\$ 47,457	\$ -	\$ 4,434
\$	-	\$ -	\$ 3,393	\$ -	\$ 4,143	\$ 9,363	\$ -	\$ 875
\$	-	\$ -	\$ 31,665	\$ -	\$ 38,664	\$ 87,386	\$ -	\$ 8,165

Labour Costs	\$ 20,000
Overhead Costs	\$ 7,500
Profit	\$ 2,500
Total Landed Labor Cost	\$ 30,000
Direct Expenses	\$ 165,880
Total Landed Labor	\$ 30,000
Total Direct Expenses	\$ 195,880

Attachment B Estimate

CTRMA GEC
HNTB Corporation - MANHOUR BREAKDOWN
July 22, 2008

CTRMA
WORK AUTHORIZATION 6.0 SUPPLEMENT 6.0

Loop 1 Managed Lanes FTC Financing

Task	MANHOURS										TOTAL HRS	
	A	B	C	D	E	F	G	H	I	J		
<i>Work Description</i>												
1.0 Transit Potential Analysis												
1.1 Capital Metro Ridership Analysis												
1.2 Transit Needs Index												
2.0 Transit Demand and Fares												
2.1 Estimate Transit Usage												
2.2 Survey Downtown Employees												
3.0 Transit Operations Plan												
3.1 Map Travel Patterns												
3.2 Recommend Route, Schedules, Frequency												
3.3 Analyze Impact of Shuttle Service on Cap Metro Bus												
3.4 Create 5-year Capital and Operating Plan												
4.0 Facility Concept for Downtown & Partner Lane												
4.1 Determine Parking Space												
4.2 Determine Transit Circulation Needs												
4.3 Joint Development Analysis												
4.4 Analyze Access Needs & Plan												
4.5 Create Preliminary Concept Design & Capital Budget												
5.0 Site Selection for Downtown & Partner Lane												
5.1 Site Selection Criteria												
5.2 Site Identification												
5.3 Gather and Review Site Selection Criteria												
5.4 Traffic Impact Analysis												
6.0 Environmental Assessment												
6.1 Complete Assessment Research												
6.2 Conduct Public Meeting												
6.3 Prepare and Submit EA Documents												
7.0 Quantification of Benefits												
7.1 Calculate Increased Ridership, Environmental												
7.2 Calculate Property & Sales Tax Benefits												
8.0 Funding and Implementation Strategy												
8.1 Calculate Feasible Eligible Costs												
8.2 Additional Federal Grantee Status												
8.3 Pursue LONP												
8.4 Analyze Private Contractor - Service Provider												
8.5 Create Funding Strategy												
8.6 Institutionalize Project in TIP, STIP, etc.												
TOTAL GEC TEAM DIRECT LABOR												
% Total by Classification												
155.20%												
12%												
Total Loaded Labor												
Direct Expenses												
Traffic Consultant												
PR Consultant												
Model Consultant												
Misc. Expense												
Total Direct Expenses												
Total Loaded Labor												
Total Direct Expenses												
Total												

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

RESOLUTION NO. 08-48

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

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

WHEREAS, the CTRMA has adopted procurement policies (the "Procurement Policies") that provide for various methods for procurement of goods and services; and

WHEREAS, the CTRMA continues to consider, plan and develop various regional transportation projects to address the mobility challenges of the region; and

WHEREAS, such efforts require that the CTRMA be operated and managed as efficiently and effectively as possible in order to insure that the CTRMA fulfills its role as a regional mobility authority; and

WHEREAS, as a public entity, it is imperative that the CTRMA operate in an open and transparent manner; and

WHEREAS, in consideration of the above premises as well as other significant considerations, it is necessary that the CTRMA undertake its operations with the utilization of a document management system that is useful to the CTRMA now and in the future; and

WHEREAS, it is necessary and desirable that the CTRMA develop and issue a Request for Proposals ("RFP") in accordance with the Procurement Policies soliciting an entity to develop a document management system for the CTRMA and provide support and consulting services for the utilization of such a system ("Document Management System").


NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby authorizes the Executive Director and staff to develop and issue an RFP to solicit proposals from entities qualified and interested in developing and providing the Document Management System; and

BE IT FURTHER RESOLVED, that the Executive Director shall implement a process to review the responses to the RFP and develop recommendations for the Board of Directors as to the best qualified entity to develop and provide the Document Management System; and

BE IT FURTHER RESOLVED, the authorization granted herein by the Board of Directors shall only extend to the preparation and issuance of the RFP, and recommendations based on the review of the responses to the RFP shall be presented by staff or the Executive Director to the Board of Directors for final approval.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of July, 2008.

Submitted and reviewed by:



Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 08-48
Date Passed 7/30/08

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

RESOLUTION NO. 08-49

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

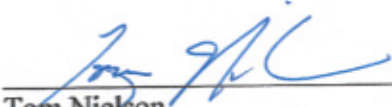
WHEREAS, the Board of Directors has adopted policies and procedures intended to provide strong fiscal oversight and which authorize the Executive Director, working with the CTRMA's Chief Financial Officer, to review invoices, approve disbursements, and prepare and maintain accurate financial records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

WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements necessary for the month of June 2008 and has caused a Financial Report to be prepared which is attached hereto as Attachment "A."

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the Financial Report for June 2008, attached hereto as Attachment "A."

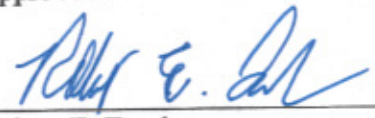
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of July, 2008.

Submitted and reviewed by:



Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 08-49
Date Passed 7/30/08

CTRMA INVESTMENT REPORT

	Month Ending 6/30/2008					Current Rate as of 6/30/2008
	Balance 5/31/2008	Additions	Discount Amortization	Accrued Interest	Withdrawals	
Amount in Trustee TexStar						
-Additional Projects Fund	11,094,317.29			18,773.94	1,965,688.60	2.506%
-Construction Fund	10,533,840.65			19,214.96	904,959.50	2.506%
-Trustee Operating Fund	1,566,703.22			2,893.04	1,569,596.26	2.506%
-Renewal & Replacement Fund	101,317.25			187.09	101,504.34	2.506%
-TxDOT Grant Fund	12,176,492.32			21,526.05	1,000,000.00	2.506%
-Revenue Fund	8,015.74			14.80	8,030.54	2.506%
-Subordinate Lien DS Fund	0.00			0.00	0.00	2.506%
-Debt Service Reserve Fund	13,653,365.97			25,212.05	13,678,578.02	2.506%
	49,134,052.44	0.00	0.00	87,821.93	3,870,648.10	2.506%
	3,761,478.22			6,410.43	698,000.00	2.506%
Amount in TexStar Operating Fund						
Fidelity Money Market Fund						
-Operating Fund	401,127.33	400,000.00		352.65	656,462.08	1.960%
-Additional Projects Fund	0.00	656,462.08			0.00	1.960%
-Construction Fund	0.08	904,959.50			904,959.50	1.960%
-Debt Service Fund	3,224,079.88	490,775.00		4,894.75	3,719,749.63	1.960%
-Subordinate Lien DS Fund	7,778.51			13.00	7,791.51	1.960%
-TxDOT Grant Fund	0.00	1,000,000.00		22,050.10	22,050.10	1.960%
-Renewal and Replacement	34,283.78			1,165.51	35,449.29	1.960%
-Revenue Fund	775,046.42	1,335,747.18		1,172.93	645,834.69	1.960%
-General Fund	6,210,828.22	575,356.84		10,288.14	6,796,473.20	1.960%
-Debt Service Reserve Fund	9,410.60			15.72	9,426.32	1.960%
	10,662,554.82	5,363,300.60	0.00	39,952.80	4,027,553.42	1.960%
	2,247.66	99,000.00		25.76	99,320.76	1.750%
Money Market Fund-payroll						
Amount in Fed Agencies						
-Amortized Principal	1,008,070.00		(429.25)			
-Accrued Interest				3,583.34		
	1,008,070.00	0.00	(429.25)	3,583.34	0.00	
Certificates of Deposit						
-Total in Pools	500,000.00	1,000,000.00		2,889.39		1,500,000.00
-Total in Money Market	52,895,530.66	0.00	0.00	94,232.36	4,568,648.10	48,421,114.92
-Total in Fed Agencies	10,664,802.48	5,462,300.60	0.00	39,978.56	4,126,874.18	12,040,207.46
	1,008,070.00	0.00	(429.25)	3,583.34	0.00	1,007,640.75
Total Invested	65,068,403.14	6,462,300.60	(429.25)	140,683.65	8,695,522.28	62,968,963.13

Amount of other investments As of June 30, 2008

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
Federal Home Loan Bank	31398AKU5	1,008,070	1,007,640.74	1,007,190	2.85%	5/30/2008	12/24/2009	TxDOT Grant Fund
Horicon Bank	440392EB0	100,000	100,000		3.30%	5/21/2008	5/22/2009	Renewal and Replacement
First Trust Bank	33732NAP0	100,000	100,000		3.25%	5/21/2008	5/21/2009	Renewal and Replacement
Merrick Bank	59012YRW9	100,000	100,000		3.30%	5/21/2009	5/21/2009	Renewal and Replacement
Capmark Bank	140653UQ7	100,000	100,000		3.30%	5/23/2009	5/23/2009	Renewal and Replacement
Farmers & Merchants Bank	308690AJ6	100,000	100,000		3.40%	6/13/2008	6/12/2009	TxDOT Grant Fund
Cathay Bank	149159DV4	100,000	100,000		3.35%	6/13/2008	6/13/2008	TxDOT Grant Fund
Wright Exp Fin Serv	90233PNY9	100,000	100,000		3.35%	6/18/2008	6/12/2009	TxDOT Grant Fund
First National Bank	32115CAW8	100,000	100,000		3.35%	6/12/2009	6/12/2009	TxDOT Grant Fund
Firstcity Bank	33765PCS7	100,000	100,000		3.35%	6/13/2008	6/13/2008	TxDOT Grant Fund
SCB Bank	78391TCX5	100,000	100,000		3.35%	6/17/2008	6/17/2009	TxDOT Grant Fund
Horicon Bank	440392ED6	100,000	100,000		3.35%	6/12/2008	6/12/2009	TxDOT Grant Fund
New South Savings Bank	64880T5A1	100,000	100,000		3.35%	6/18/2008	6/18/2009	TxDOT Grant Fund
Oregon Community Bank	68583TCD8	100,000	100,000		3.35%	6/18/2008	6/18/2009	TxDOT Grant Fund
Capital Bank	14056MCC7	100,000	100,000		3.35%	6/18/2008	6/18/2009	TxDOT Grant Fund
New Century Bank	64353PDJ4	100,000	100,000		3.40%	6/18/2008	6/18/2009	TxDOT Grant Fund
		<u>2,508,070.00</u>	<u>2,507,640.74</u>	<u>1,007,190.00</u>				

Agency	CUSIP #	COST	Cummulative Amortization	Book Value	Maturity Value
Federal Home Loan Bank	31398AKU5	1,008,070	429.26	1,007,640.74	1,000,000
		<u>1,008,070.00</u>	<u>429.26</u>	<u>1,007,640.74</u>	<u>1,000,000.00</u>

Agency	CUSIP #	COST	Cummulative Amortization	Book Value	Maturity Value
Federal Home Loan Bank	31398AKU5	1,008,070	429.26	1,007,640.74	1,000,000
		<u>1,008,070.00</u>	<u>429.26</u>	<u>1,007,640.74</u>	<u>1,000,000.00</u>

Agency	CUSIP #	COST	Cummulative Amortization	Book Value	Maturity Value
Federal Home Loan Bank	31398AKU5	1,008,070	429.26	1,007,640.74	1,000,000
		<u>1,008,070.00</u>	<u>429.26</u>	<u>1,007,640.74</u>	<u>1,000,000.00</u>

Interest Income June 2008	Amortization	Interest Earned
Accrued Interest	3,583.34	(429)
		\$ 3,154.09

June 08 Interest	Cummulative Interest Earned	Cummulative Interest Received
348.54	348.54	276.03
352.30	700.84	
357.73	1,058.57	
357.73	1,416.30	
339.34	1,755.64	
170.00	1,925.64	
167.50	2,093.14	
111.67	2,204.81	
170.00	2,374.81	
167.50	2,542.31	
111.67	2,653.98	
170.00	2,823.98	
167.50	2,991.48	
111.67	3,103.15	
170.00	3,273.15	
167.50	3,440.65	
111.67	3,552.32	
170.00	3,722.32	
167.50	3,889.82	
111.67	4,001.49	
170.00	4,171.49	
167.50	4,338.99	
111.67	4,450.66	
170.00	4,620.66	
167.50	4,788.16	
111.67	4,900.83	
170.00	5,070.83	
167.50	5,238.33	
111.67	5,350.00	
170.00	5,520.00	
167.50	5,687.50	
111.67	5,800.17	
170.00	5,970.17	
167.50	6,137.67	
111.67	6,250.34	
170.00	6,420.34	
167.50	6,587.84	
111.67	6,700.51	
170.00	6,870.51	
167.50	7,038.01	
111.67	7,150.68	
170.00	7,320.68	
167.50	7,488.18	
111.67	7,600.85	
170.00	7,770.85	
167.50	7,938.35	
111.67	8,051.02	
170.00	8,221.02	
167.50	8,388.52	
111.67	8,500.19	
170.00	8,670.19	
167.50	8,837.69	
111.67	8,950.36	
170.00	9,120.36	
167.50	9,287.86	
111.67	9,400.53	
170.00	9,570.53	
167.50	9,738.03	
111.67	9,850.70	
170.00	10,020.70	
167.50	10,188.20	
111.67	10,300.87	
170.00	10,470.87	
167.50	10,638.37	
111.67	10,750.04	
170.00	10,920.04	
167.50	11,087.54	
111.67	11,200.21	
170.00	11,370.21	
167.50	11,537.71	
111.67	11,650.38	
170.00	11,820.38	
167.50	11,987.88	
111.67	12,100.55	
170.00	12,270.55	
167.50	12,438.05	
111.67	12,550.72	
170.00	12,720.72	
167.50	12,888.22	
111.67	13,000.89	
170.00	13,170.89	
167.50	13,338.39	
111.67	13,450.06	
170.00	13,620.06	
167.50	13,787.56	
111.67	13,900.23	
170.00	14,070.23	
167.50	14,237.73	
111.67	14,350.40	
170.00	14,520.40	
167.50	14,687.90	
111.67	14,800.57	
170.00	14,970.57	
167.50	15,138.07	
111.67	15,250.74	
170.00	15,420.74	
167.50	15,588.24	
111.67	15,700.91	
170.00	15,870.91	
167.50	16,038.41	
111.67	16,150.58	
170.00	16,320.58	
167.50	16,488.08	
111.67	16,600.75	
170.00	16,770.75	
167.50	16,938.25	
111.67	17,050.92	
170.00	17,220.92	
167.50	17,388.42	
111.67	17,500.59	
170.00	17,670.59	
167.50	17,838.09	
111.67	17,950.76	
170.00	18,120.76	
167.50	18,288.26	
111.67	18,400.93	
170.00	18,570.93	
167.50	18,738.43	
111.67	18,850.60	
170.00	19,020.60	
167.50	19,188.10	
111.67	19,300.77	
170.00	19,470.77	
167.50	19,638.27	
111.67	19,750.94	
170.00	19,920.94	
167.50	20,088.44	
111.67	20,200.61	
170.00	20,370.61	
167.50	20,538.11	
111.67	20,650.78	
170.00	20,820.78	
167.50	20,988.28	
111.67	21,100.95	
170.00	21,270.95	
167.50	21,438.45	
111.67	21,550.62	
170.00	21,720.62	
167.50	21,888.12	
111.67	22,000.79	
170.00	22,170.79	
167.50	22,338.29	
111.67	22,450.96	
170.00	22,620.96	
167.50	22,788.46	
111.67	22,900.63	
170.00	23,070.63	
167.50	23,238.13	
111.67	23,350.80	
170.00	23,520.80	
167.50	23,688.30	
111.67	23,800.47	
170.00	23,970.47	
167.50	24,137.97	
111.67	24,250.64	
170.00	24,420.64	
167.50	24,588.14	
111.67	24,700.81	
170.00	24,870.81	
167.50	25,038.31	
111.67	25,150.98	
170.00	25,320.98	
167.50	25,488.48	
111.67	25,600.65	
170.00	25,770.65	
167.50	25,938.15	
111.67	26,050.82	
170.00	26,220.82	
167.50	26,388.32	
111.67	26,500.49	
170.00	26,670.49	
167.50	26,837.99	
111.67	26,950.66	
170.00	27,120.66	
167.50	27,288.16	
111.67	27,400.83	
170.00	27,570.83	
167.50	27,738.33	
111.67	27,850.50	
170.00	28,020.50	
167.50	28,188.00	
111.67	28,300.67	
170.00	28,470.67	
167.50	28,638.17	
111.67	28,750.84	
170.00	28,920.84	
167.50	29,088.34	
111.67	29,200.51	
170.00	29,370.51	
167.50	29,538.01	
111.67	29,650.68	
170.00	29,820.68	
167.50	29,988.18	
111.67	30,100.85	
170.00	30,270.85	
167.50	30,438.35	
111.67	30,550.52	
170.00	30,720.52	
167.50	30,888.02	
111.67	31,000.59	
170.00	31,170.59	
167.50	31,338.09	
111.67	31,450.76	
170.00	31,620.76	
167.50	31,788.26	
111.67	31,900.93	
170.00	32,070.93	
167.50	32,238.43	
111.67	32,350.60	
170.00	32,520.60	
167.50	32,688.10	
111.67	32,800.27	
170.00	32,970.27	
167.50	33,137.77	
111.67	33,250.44	
170.00	33,420.44	
167.50	33,587.94	
111.67	33,700.61	
170.00	33,870.61	
167.50	34,038.11	
111.67	34,150.78	
170.00	34,320.78	
167.50	34,488.28	
111.67	34,600.95	
170.00	34,770.95	
167.50	34,938.45	
111.67	35,050.62	
170.00	35,220.62	
167.50	35,388.12	
111.67	35,500.79	
170.00	35,670.79	
167.50	35,838.29	
111.67	35,950.96	
170.00	36,120.96	
167.50	36,288.46	
111.67	36,400.63	

FUND		Balance June 30, 2008	Interest Earned Quarter Ending June 30, 2008	
Additional Projects Fund				
	TexSTAR	9,147,402.63	64,008.00	
	Fidelity	0.00	0.06	
		9,147,402.63		64,008.06
Construction Fund				
	TexSTAR	9,648,096.11	61,788.35	
	Fidelity	0.08	0.00	
		9,648,096.19		61,788.35
Renewal & Replacement Fund				
	TexSTAR	101,504.34	580.08	
	Fidelity	35,449.29	3,374.54	
	CD's	500,000.00	1,755.64	
		636,953.63		5,710.26
TxDOT Grant Fund				
	TexSTAR	11,198,018.37	67,800.09	
	Fidelity	22,050.10	550.10	
	CD's	1,000,000.00	1,517.50	
	Agencies	1,007,640.75	3,154.09	
		13,227,709.22		73,021.78
Subordinate Lien DS Fund				
	TexSTAR	0.00	0.00	
	Fidelity	7,791.51	45.16	
		7,791.51		45.16
Debt Service Reserve Fund				
	TexSTAR	13,678,578.02	78,171.63	
	Fidelity	9,426.32	54.63	
		13,688,004.34		78,226.26
Debt Service Fund				
	TexSTAR	0.00	0.00	
	Fidelity	3,719,749.63	12,796.62	
		3,719,749.63		12,796.62
Operating Fund				
	TexSTAR	3,069,888.65	23,252.29	
	TexSTAR-Trustee	1,569,596.26	7,723.63	
	MMA Payroll	1,952.66	46.93	
	Fidelity	801,479.98	2,675.69	
		5,442,917.55		33,698.54
Revenue Fund				
	TexSTAR	8,030.54	45.89	
	Fidelity	645,834.69	4,172.22	
		653,865.23		4,218.11
General Fund				
	TexSTAR	0.00	0.00	
	Fidelity	6,796,473.20	34,901.83	
		6,796,473.20		34,901.83
		<u>62,968,963.13</u>	<u>368,414.97</u>	



Monthly Newsletter - June 2008

Performance

As of June 30, 2008

Current Invested Balance	\$5,450,912,795.58
Weighted Average Maturity (1)	31 Days
Weighted Average Maturity (2)	86 Days
Net Asset Value	0.999642
Total Number of Participants	637
Management Fee on Invested Balance	0.05%*
Interest Distributed	\$10,889,059.77
Management Fee Collected	\$238,776.37
% of Portfolio Invested Beyond 1 Year	5.23%
Standard & Poor's Current Rating	AAAm

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

June Averages

Average Invested Balance	\$5,769,337,785.37
Average Monthly Yield, on a simple basis	2.2467%
Average Weighted Average Maturity (1)*	31 Days
Average Weighted Average Maturity (2)*	86 Days

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

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

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

New Participants

We would like to welcome the following entities who joined the TexSTAR program in June 2008:

- | | | |
|-------------------------|---------------------|-------------------|
| ★ Liberty ISD | ★ Clyde CISD | ★ Fairfield ISD |
| ★ Sterling City ISD | ★ Matagorda County | ★ Marilee SUD |
| ★ Stephens County | ★ Emerald Forest UD | ★ Colorado County |
| ★ Harris County MUD 420 | | |

Economic Commentary

Economic data has come in slightly stronger than expected in the second quarter due to the federal tax rebates. The rebates should continue to buoy consumer spending, but this apparent firming in consumer demand has done little so far to stem job losses—a key criterion for sustained expansion once the boost from temporary fiscal stimulus has eased. In addition to job losses, the combination of high energy prices, tighter credit and the continued housing issues are dragging on growth.

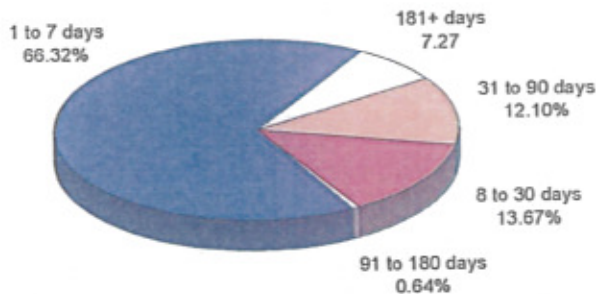
There are some signs that elevated headline inflation is beginning to affect long-term inflation expectations which is a key concern from the Federal Reserve. Treasury yields rose in the second quarter of 2008 versus the first quarter as investors moved to riskier securities in April and May, while inflation fears became more prominent as food and oil prices skyrocketed. However, in June, the market grew more wary of additional write-downs at financial institutions and the effect of ongoing higher food and oil prices on an already weak economy, and once again returned to Treasury securities.

The Fed is clearly uncomfortable with current trends in headline inflation and inflation expectations. Indeed, recent communications have signaled a high probability of rate hikes should inflation expectations rise materially further. The most likely scenario is that the Fed will remain on hold until the end of 2008 or early 2009. At that time, the labor market should recover at least somewhat, removing a key barrier to Fed tightening. Lower consumer spending is anticipated in the fourth quarter as the boost from rebate checks will likely fade by then. The consumer is faced with many headwinds—weaker jobs and income, tighter credit, high gas prices, declining wealth—and confidence has plunged deep into recession territory. Gradual stability in the housing sector by the end of 2008 is a key element of the forecast. Also anticipated is some easing in overall credit conditions as clarity emerges on both the path of the economy, the housing market, and the extent of financial institutions' losses. However, available credit will very likely remain significantly tighter than it was prior to the current crisis.

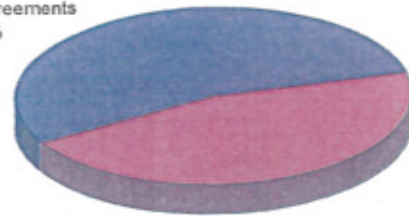
For more information about TexSTAR, please visit our web site at www.texstar.org.

Information at a Glance

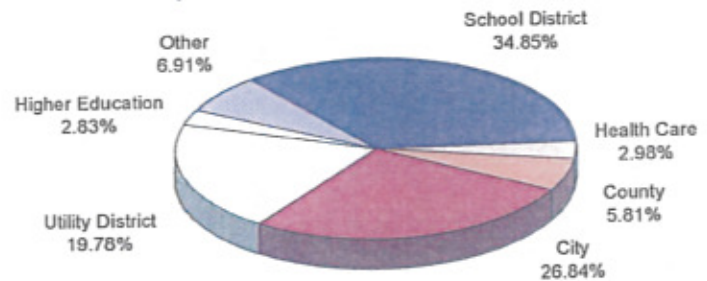
Portfolio by Type of Investment As of June 30, 2008



Repurchase Agreements
54.52%



Portfolio by Maturity As of June 30, 2008



Distribution of Participants by Type As of June 30, 2008

Performance

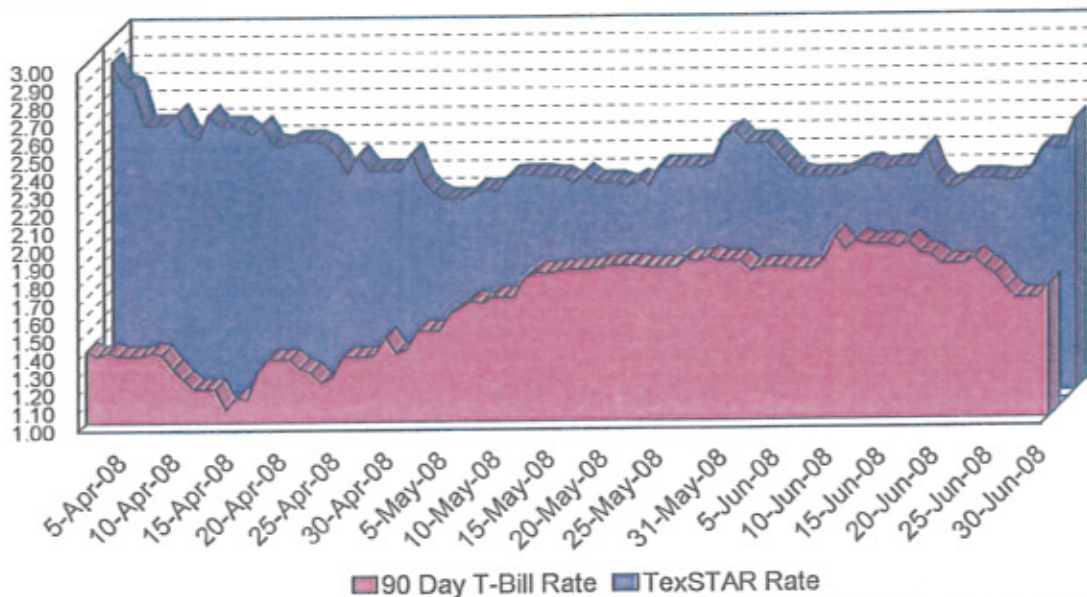
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Jun 08	2.2467%	\$ 5,450,912,795.58	\$ 5,448,966,529.06	0.999642	31	86	637
May 08	2.2194%	5,893,819,751.64	5,893,907,633.72	1.000013	28	87	627
Apr 08	2.4396%	6,349,528,618.20	6,349,341,491.76	0.999970	21	82	623
Mar 08	2.9807%	6,635,062,776.30	6,636,736,509.65	1.000252	17	82	616
Feb 08	3.4224%	6,294,186,095.49	6,296,863,425.91	1.000401	17	82	609
Jan 08	4.2033%	5,919,661,192.90	5,923,891,294.00	1.000714	22	80	603
Dec 07	4.5430%	5,180,414,831.71	5,181,584,153.60	1.000202	21	79	594
Nov 07	4.6975%	4,999,671,312.52	5,000,767,637.47	1.000190	18	79	591
Oct 07	4.9007%	4,793,406,663.48	4,794,712,410.18	1.000272	19	84	584
Sep 07	5.1175%	5,101,146,389.66	5,102,374,857.54	1.000240	20	78	573
Aug 07	5.2540%	5,117,776,256.51	5,118,532,127.32	1.000118	16	42	567
Jul 07	5.2829%	5,037,425,646.08	5,037,616,062.72	1.000037	18	22	554
Jun 07	5.2883%	4,850,271,396.79	4,850,377,392.01	1.000014	18	25	543

Portfolio Asset Summary as of June 30, 2008

	Book Value	Market Value
Uninvested Balance	\$ 880.43	\$ 880.43
Accrual of Interest Income	12,710,082.00	12,710,082.00
Interest and Management Fees Payable	(10,863,778.37)	(10,863,778.37)
Receivable for Investment Sold	0.00	0.00
Repurchase Agreements	2,971,840,000.00	2,971,840,000.00
Government Securities	2,477,225,611.52	2,475,279,345.00
Total	\$ 5,450,912,795.58	\$ 5,448,966,529.06

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



Daily Summary for June 2008

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
1-Jun-08	2.3920%	0.0000655330	5,893,819,751.64	1.000013	30	88
2-Jun-08	2.3290%	0.0000638090	5,971,364,737.35	0.999840	29	86
3-Jun-08	2.2643%	0.0000620350	5,965,682,667.45	0.999846	29	86
4-Jun-08	2.2084%	0.0000605050	5,964,025,617.51	0.999858	29	85
5-Jun-08	2.1974%	0.0000602030	6,003,898,236.96	0.999840	30	83
6-Jun-08	2.2010%	0.0000603000	5,927,158,723.40	0.999832	31	86
7-Jun-08	2.2010%	0.0000603000	5,927,158,723.40	0.999832	31	86
8-Jun-08	2.2010%	0.0000603000	5,927,158,723.40	0.999832	31	86
9-Jun-08	2.2231%	0.0000609080	5,885,252,017.15	0.999729	32	88
10-Jun-08	2.2579%	0.0000618600	5,838,214,233.36	0.999619	32	88
11-Jun-08	2.2610%	0.0000619440	5,829,351,606.29	0.999627	32	88
12-Jun-08	2.2362%	0.0000612650	5,743,164,548.84	0.999546	32	89
13-Jun-08	2.2521%	0.0000617000	5,818,447,375.13	0.999578	31	87
14-Jun-08	2.2521%	0.0000617000	5,818,447,375.13	0.999578	31	87
15-Jun-08	2.2521%	0.0000617000	5,818,447,375.13	0.999578	31	87
16-Jun-08	2.3502%	0.0000643880	5,834,110,350.39	0.999502	31	86
17-Jun-08	2.1951%	0.0000601400	5,810,312,841.96	0.999560	32	86
18-Jun-08	2.1354%	0.0000585030	5,827,465,268.51	0.999596	32	85
19-Jun-08	2.1407%	0.0000586480	5,750,746,756.25	0.999568	32	86
20-Jun-08	2.1790%	0.0000596980	5,732,949,037.43	0.999606	31	85
21-Jun-08	2.1790%	0.0000596980	5,732,949,037.43	0.999606	31	85
22-Jun-08	2.1790%	0.0000596980	5,732,949,037.43	0.999606	31	85
23-Jun-08	2.1731%	0.0000595360	5,595,737,273.24	0.999535	32	87
24-Jun-08	2.1706%	0.0000594680	5,583,807,896.73	0.999562	32	87
25-Jun-08	2.1790%	0.0000596980	5,612,844,699.73	0.999576	32	86
26-Jun-08	2.2470%	0.0000615620	5,572,937,895.92	0.999644	32	86
27-Jun-08	2.3462%	0.0000642790	5,503,606,319.50	0.999666	31	86
28-Jun-08	2.3462%	0.0000642790	5,503,606,319.50	0.999666	31	86
29-Jun-08	2.3462%	0.0000642790	5,503,606,319.50	0.999666	31	86
30-Jun-08	2.5055%	0.0000686450	5,450,912,795.58	0.999642	31	86
Average	2.2467%	0.000061553	5,769,337,785.37		31	86

TexSTAR Participant Services
First Southwest Asset Management, Inc.
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TexSTAR Board Members

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For more information contact TexSTAR Participant Services ★ 1-800-TEX-STAR ★ www.texstar.org

 **First Southwest Asset Management**

 **JPMorganChase**