

**General Meeting of the Board of Directors of the  
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY  
Pat Bryson Municipal Hall  
201 North Brushy Street, Leander, Texas 78641  
Wednesday, March 30, 2011 • 9:30 a.m.**



## **AGENDA**

1. Welcome, opening remarks, and comments concerning items of community interest by the Chairman and members of the Board of Directors.
2. Open Comment Period for Public Comment – See Notes at the end of this agenda.
3. Approve the minutes for the February 23, 2011 General Board Meeting.
4. Approve an interlocal agreement with the Texas Department of Transportation and the City of Leander to implement provisions of the 2008 Memorandum of Agreement concerning the J.C. Bryson Farmstead Historic Site.
5. Discuss and consider a resolution authorizing the Executive Director to execute an amendment reducing the current base transaction fee established by Appendix A of the December 13, 2007 interlocal agreement with the Texas Department of Transportation, Harris County, and the North Texas Tollway Authority governing interoperability.
6. Award a contract for landscape maintenance services for 183A.
7. Approve a comprehensive development agreement with Central Texas Mobility Constructors to design and construct the Manor Expressway.
8. Authorize a sustainability design competition for the Oak Hill Expressway (US290W/SH71W) and Manchaca Expressway (SH45SW) Corridors.
9. Authorize a procurement process for communication and marketing consultant services.
10. Accept the monthly financial report for February, 2011.

11. Executive Director's report. [Note that any or all of the following matters may be discussed under this Agenda Item]
    - a. Updates on Manor Expressway, 183A Extension, and MoPac Improvement Project
    - b. MoPac Improvement Project Context Sensitive Design Committee
    - c. Cameron County Regional Mobility Authority
    - d. Legislative Initiatives and Issues
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***Executive Session***

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

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

12. Discuss acquisition of one or more parcels or interests in real property needed for the Manor Expressway Project and related legal issues, pursuant to §551.072 (Deliberation Regarding Real Property; Closed Meeting) and §551.071 (Consultation With Attorney; Closed Meeting).
  13. Discuss legal issues relating to legislation proposed to the 82<sup>nd</sup> Texas Legislature that may affect the Mobility Authority, its operations, or jurisdiction, pursuant to §551.071 (Consultation With Attorney; Closed Meeting).
  14. Discuss legal issues relating to pending or contemplated litigation and any related settlement offer, pursuant to §551.071 (Consultation With Attorney; Closed Meeting).
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***Reconvene in Open Session following Executive Session***

15. Consider and revise the CTRMA legislative program for the 82<sup>nd</sup> Legislature if that action is necessary or desirable.

16. Declare a public necessity to acquire one or more of the following described parcels of land for the Manor Expressway Project, and with respect to those parcels, authorize the negotiation and execution of a purchase contract, the negotiation and execution of a possession and use agreement, or the use of the power of eminent domain to acquire the parcel for the Manor Expressway Project, as applicable:
  - A. Parcel 55 of the Manor Expressway Toll Project, a 2.091 acre parcel of real estate owned by Odeen Hibbs, located west of Decker Lane along the south line of US Hwy 290E in Travis County.
  - B. Parcel 3 of the Manor Expressway Toll Project, a 1.929 acre parcel of real estate owned by Kemco Properties, located at 8601 US Hwy 290E in Travis County.
  - C. Parcel 51 of the Manor Expressway Toll Project, a 0.342 acre parcel of real estate owned by Daniel Perez, located at 9745 US Hwy 290E in Travis County.
  - D. Parcel 15 of the Manor Expressway Toll Project, a 0.068 acre parcel of real estate owned by All Springdale Venture, located at 8305 Springdale Road in Travis County.
  - E. Parcel 36A of the Manor Expressway Toll Project, a 2.335 acre parcel of real estate owned by A&E Properties, located at 9519 US Hwy 290E in Travis County.
  - F. Parcel 13AC of the Manor Expressway Toll Project, a control of access acquisition owned by Raymond D. and Elda R. Raschke, located at 9470 US Hwy 290E in Travis County.
  - G. Parcel 34 of the Manor Expressway Toll Project, a 0.539 acre parcel of real estate owned by Paul and Verena DeVooght, located at US Hwy 290E West of Giles Road in Travis County.
  - H. Parcel 54 of the Manor Expressway Toll Project, a 0.557 acre parcel of real estate owned by Agnes Marie Aldridge, located at 9751 US Hwy 290E in Travis County.
  - I. Parcel 8 of the Manor Expressway Toll Project, a 2.175 acre parcel of real estate and a 0.186 acre Drainage Easement owned by Morse Family Trust, located at the east corner of US 183 and US Hwy 290E in Travis County.
  - J. Parcel 37 of the Manor Expressway Toll Project, a 2.03 acre parcel of real estate owned by Scott William Elder, located at 9577 US Hwy 290E in Travis County.
  - K. Parcel 29 of the Manor Expressway Toll Project, a 9.108 acre parcel of real estate owned by JMTCV, located at US Hwy 290E between Ferguson Cutoff and Johnny Morris Road in Travis County.

- L. Parcel 56A of the Manor Expressway Toll Project, a 1.466 acre parcel of real estate owned by Shapiro Family Trust, located at the southwest corner of US Hwy 290E and FM 3177 in Travis County.
- M. Parcel 56B of the Manor Expressway Toll Project, a 2.567 acre parcel of real estate owned by Shapiro Family Trust, located at the southeast corner of US Hwy 290E and FM 3177 in Travis County.
- N. Parcel 35 of the Manor Expressway Toll Project, a 1.31 acre parcel of real estate owned by Arturo Diaz, located at US Hwy 290E West of Giles Road in Travis County.
- O. Parcel 41 of the Manor Expressway Toll Project, a 0.505 acre parcel of real estate owned by Hardin Interests, Inc., located at the west line of Johnny Morris Road, South of US Hwy 290E in Travis County.
- P. Parcel 30AC of the Manor Expressway Toll Project, a control of access acquisition owned by 290 Jones Investments, Inc, located west of Johnny Morris Road on the north side of US Hwy 290E in Travis County.
- Q. Parcel 33AC of the Manor Expressway Toll Project, a control of access acquisition owned by Joe T. Robertson, located at 9500 US Hwy 290E in Travis County.
- R. Parcel 40 of the Manor Expressway Toll Project, a 0.342 acre parcel of real estate owned by Lake Investment and Production Company, Ltd., located at the south corner of Old Manor Road and Johnny Morris Road in Travis County.
- S. Parcel 42 of the Manor Expressway Toll Project, a 4.709 acre parcel of real estate owned by H. Dalton Wallace, located southeast corner of Johnny Morris Road and US Hwy 290E in Travis County.
- T. Parcel 44C of the Manor Expressway Toll Project, a 0.079 acre parcel of real estate owned by Applied Materials, Inc., located at 9700 US Hwy 290E in Travis County.
- U. Parcel 44D (AC) of the Manor Expressway Toll Project, a control of access acquisition owned by Applied Materials, Inc., located at 9700 US Hwy 290E in Travis County.
- V. Parcel 45 of the Manor Expressway Toll Project, 1.464 acre parcel of real estate owned by Day Life Corporation, located at 9808 Crofford Lane in Travis County.
- W. Parcel 50 (Parts 1 & 2) and 50E of the Manor Expressway Toll Project, a 1.837 acre parcel of real estate and a 0.037 acre drainage easement owned by Robert Hurst Rental Company, located at 9741 US Hwy 290E in Travis County.

- X. Parcel 57 of the Manor Expressway Toll Project, a 0.184 acre parcel of real estate owned by Applied Materials, Inc., located at the northeast corner of US Hwy 290E and Harris Branch Parkway in Travis County.
  - Y. Parcel 58 of the Manor Expressway Toll Project, a 1.112 acre parcel of real estate owned by the Butler Family Partnership, Ltd., located at the southeast corner of US Hwy 290E and Parmer Lane in Travis County.
  - Z. Parcel 59 of the Manor Expressway Toll Project, a 0.043 acre parcel of real estate owned by Lone Star Gas Company, located at the south line of US Hwy 290E, between SH 130 and Parmer Lane (Boyce Lane) in Travis County.
  
  - AA. Parcel 60 of the Manor Expressway Toll Project, a 0.345 acre parcel of real estate owned by the Butler Family Partnership, Ltd., located at the southeast corner of US Hwy 290E and Parmer Lane in Travis County.
  - BB. Parcel 61 of the Manor Expressway Toll Project, a 14.084 acre parcel of real estate owned by the Butler Family Partnership, Ltd., located at the northeast corner of US Hwy 290E and Parmer Lane in Travis County.
  - CC. Parcel 111AC of the Manor Expressway Toll Project, a control of access acquisition owned by SCC Eastbourne Manor LP, located at the southeast corner of US Hwy 290E and SH 130 in Travis County.
  - DD. Parcel 112AC of the Manor Expressway Toll Project, a control of access acquisition owned by Austin HB Residential, located at the northeast corner of US Hwy 290E and SH 130 in Travis County.
  - EE. Parcel 113 of the Manor Expressway Toll Project, a 0.027 acre parcel of real estate owned by the Butler Family Partnership, Ltd., located at the northwest corner of US Hwy 290E and Parmer Lane in Travis County.
17. Adjourn Meeting.

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**NOTES**

Open Comment Period for Public Comment – At the beginning of the meeting, the Board provides a period of up to one hour for public comment on any matter subject to CTRMA's jurisdiction. Each speaker is allowed a maximum of three minutes. A person who wishes to address the Board should sign the speaker registration sheet before the beginning of the open comment period. If the speaker's topic is not listed on this agenda, the Board may not

deliberate the topic or question the speaker during the open comment period, but may direct staff to investigate the subject further or propose that an item be placed on a subsequent agenda for deliberation and possible action by the Board. The Board may not act on an item that is not listed on this agenda.

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

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

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services, such as an interpreter for persons who are deaf or hearing impaired, and readers of large print or Braille, are requested to contact Jennifer Guernica at (512) 996-9778 at least two working days before the meeting so that appropriate arrangements can be made.

**MARCH 30, 2011 CTRMA BOARD OF DIRECTORS MEETING  
Summary Sheet**

**AGENDA ITEM # 1**

**Welcome, Opening Remarks and Board Member Comments**

**Board Action: NO**

**MARCH 30, 2011 CTRMA BOARD OF DIRECTORS MEETING  
Summary Sheet**

**AGENDA ITEM # 2**

**Open Comment Period for Public Comment** – At the beginning of the meeting, the Board provides a period of up to one hour for public comment on any matter subject to CTRMA’s jurisdiction. Each speaker is allowed a maximum of three minutes. A person who wishes to address the Board should sign the speaker registration sheet before the beginning of the open comment period. If the speaker’s topic is not listed on this agenda, the Board may not deliberate the topic or question the speaker during the open comment period, but may direct staff to investigate the subject further or propose that an item be placed on a subsequent agenda for deliberation and possible action by the Board. The Board may not act on an item that is not listed on this agenda.

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

**Board Action: NO**



**MARCH 30, 2011 CTRMA BOARD OF DIRECTORS MEETING  
Summary Sheet**

**AGENDA ITEM # 3**

**Approve the minutes for the February 23, 2011 General Board Meeting.**

**Department: Law**

**Board Action: YES (by motion)**

**Description of Matter:**

**The minutes for the February 23, 2011 General Board Meeting require approval by the Board.**

**Attached Document: Draft Minutes February 23, 2011 General Board Meeting**

**Contact for further information:**

**Andrew Martin, General Counsel**

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

**Wednesday, February 23, 2011  
9:30 A.M.**

**1. Welcome and Opening Remarks by Chairman Ray A. Wilkerson**

The meeting was held at 301 Congress Avenue, Seminar Room 360, Austin, Texas. Notice of the meeting was posted February 18, 2011 at the County Courthouses of Williamson and Travis Counties, with the Secretary of State, on the CTRMA website, and CTRMA's offices at suite 650, 301 Congress Avenue, Austin, Texas.

Chairman Wilkerson opened the meeting at 9:33 a.m. and called the roll. Board Members present at the time the meeting was called to order were Chairman Ray Wilkerson, Vice-Chairman Jim Mills, Mr. Henry Gilmore, Ms. Nikelle Meade, Mr. David Singleton, Mr. Bob Bennett, and Mr. Charles Heimsath.

**2. Open Comment Period**

No public comments were offered.

**3. Approval of Minutes of January 26, 2011 General Board Meeting**

Chairman Ray Wilkerson presented the minutes from the January 26, 2011 for review by the Board. Mr. Bob Bennett moved for approval of the minutes. Ms. Nikelle Meade seconded the motion. The motion carried unanimously 7-0, and the minutes for the January 26, 2011 General Board Meeting were approved as drafted.

**4. Quarterly briefing on the MoPac Improvement Project.**

Ms. Heather Reavey of HNTB provided an overview and update on the MoPac Improvement Project. Going forward the MoPac Improvement Project quarterly reports will be provided as part of the quarterly updates on all construction projects. CTRMA is supporting TxDOT's effort in their environmental assessment for the MoPac Improvement Project, which consists of an 11-mile stretch of the MoPac corridor that extends from Parmer Lane south to Cesar Chavez.

The project's goal is to correct unreliable operations caused by increasing levels of congestion. In September 2010 the Board approved primacy of the project. In October 2010 a first round of open houses were

conducted to reintroduce the project to the public, and make them aware that the environmental process was going to reinitiate. Alternatives were provided at the open houses, and the public was able to comment on the alternatives. In November 2010 the project team did an evaluation of the alternatives, and narrowed them down through a screening process to five reasonable alternatives. A second round of open houses where the reasonable alternatives were presented was held in December 2010. TxDOT, with the support of CTRMA, has continued to evaluate the five alternatives while looking at traffic analyses and the connections to and from downtown.

Today we are in the middle of the environmental process, and TxDOT has been overseeing development of the preliminary draft environmental document. The environmental document will be submitted to TxDOT and CTRMA on Monday, February 28, 2011, and both TxDOT and CTRMA will have 30 days to review the document and provide comments. The 30 day review period will kick off a twelve month review period. During the review period some activities will continue to take place, including continued outreach with the public by meeting with the pedestrian and cycling community, neighborhood groups, and interested stakeholders along the corridor. Coordination with TxDOT, City of Austin, Union Pacific Railroad, and Capital Metro will continue while continuing to look at agreements that may be necessary for the project.

Wilbur Smith, Associates, under contract with the Authority will complete a level 2 traffic and revenue study that will help us understand the financial feasibility of the project if a toll option is the preferred alternative. An additional open house will occur this spring or summer in order to continue outreach efforts and to provide a status update to the public. Seven neighborhood noise workshops will also be held in the coming months to determine whether or not property owners want a sound wall along their section of their neighborhoods.

After the review of the draft environmental document, we anticipate that in February 2012 there will be approval from the Federal Highway Administration to move forward with a public hearing, and the environmental document and preferred alternative would be presented. After the public hearing the environmental document would be finalized to include public comments. Finally, in the spring of 2012 a finalized document would be submitted back to the Federal Highway Administration to allow them to render a decision. Mr. Ray Wilkerson confirmed we are on schedule.

**5. Authorize negotiation and execution of a Design Build Comprehensive Development Agreement to develop the Manor Expressway Project.**

Mr. Wes Burford presented this item seeking the Board's approval to enter into negotiations with a successful proposer for the Design Build Comprehensive Development Agreement. Mr. Burford presented slides that described what was used to determine best value selection and recommendation. In July 2010 the Board authorized CTRMA staff to proceed with a short list of four development teams through the detailed proposal process.

The team included the Executive Director, a senior advisory committee consisting of Wes Burford, Everett Owen, and Brian Cassidy, and an oversight committee including the Federal Highway Administration, (Justin Hamm is the local Representative). The pass-fail advisor was Curtis Ashmos, who did a review of the proposals as they were received. The Evaluation Selection Recommendation Committee was chaired by Everett Owen, and included Eric Ploch from PBS&J, Heather Reavey from HNTB, and John Fenner, a private consultant with experience with large project acquisitions in New Mexico. The Price Evaluation Committee included Brian Cassidy and Curtis Ashmos, who looked at the price side of the proposals. The technical review team evaluated the technical proposals without knowledge of any of the price proposals.

Wes Burford and Curtis Ashmos combined both the technical proposal scores and the price proposal scores to come up with the best value selection recommendation. The four development teams whose proposals were evaluated were Abrams-Lane Construction Joint Venture, Central Texas Design Builders, Central Texas Mobility Constructors, and Williams Brothers Construction Company.

Two addendums were issued for the final proposal that included clarification of design elements, inclusion of the final environmental re-evaluation, and the latest draft of the project development agreement.

The technical proposal was weighted at 25 points in the best value calculation, and 75 points were available for the price proposal. Mr. Burford explained the elements involved when determining the technical proposal scores and how the price proposals were computed. Central Texas Mobility Constructors had the best value score, and was recommended to the Board with a price of \$207,272,859. This included a development schedule of 955 calendar days and a lane rental bank of \$255,000. Mr. Burford asked the Board to authorize the Executive Director to negotiate and finalize the Design Build Comprehensive

Development Agreement with Central Texas Mobility Constructors for the development of the Manor Expressway Project.

Mr. Bob Bennett moved for approval of Resolution 11-013 to authorize negotiation and execution of a Design Build Comprehensive Development Agreement with Central Texas Mobility Constructors. Mr. Henry Gilmore seconded the motion. The motion carried unanimously, 7-0.

**6. Authorize submission of a proposal to the Texas Department of Transportation for improvements to the intersection of the 183A Turnpike and US 183 using a pass-through toll agreement.**

Mr. Wes Burford presented this item seeking the Board's authorization to allow the Executive Director to submit a pass-through toll proposal. TxDOT issued a call for pass-through projects to be funded with pass-through financing. The candidate project is the intersection of the existing US 183 and our 183A toll road on the north end of 183A.

The deadline for the submission of the application is March 1, 2011. Staff requests the Board to authorize the Executive Director to submit the application, and to allow CTRMA staff to finalize the elements of that project.

Mr. Charles Heimsath moved for approval of Resolution 11-014. Mr. Bob Bennett seconded the motion. The motion carried unanimously 7-0, and the resolution to authorize submission of a proposal to the Texas Department of Transportation for improvement to the intersection of the 183A Turnpike and US 183 using a pass-through toll agreement was approved as drafted.

**7. Consider and take appropriate action to revise the CTRMA legislative program for the 82<sup>nd</sup> Legislature.**

The Executive Director stated that there were not any recommended amendments to the program at this time, and also noted that the program will always be included on the agenda back-up materials for those who wish to re-familiarize themselves. CTRMA staff will provide detailed legislative tracking information in the future. Mr. Brian Cassidy provided an update on this item. He stated that we have good sponsors for the bills, both in the House and Senate. Representative Phillips is carrying the RMA clean-up bill. The transportation reinvestment bill will be heard today, and the CDA Authority bill is moving slowly. No action was taken.

**8. Designate members of the financing syndicate for the Manor Expressway Project**

Mr. Bill Chapman presented this item. He explained that over the past six years the Board has compiled a list of approved underwriters. From that list an underwriting syndicate team was selected and was recommended to the Board.

A request will be sent to the financing syndicate pool and other interested parties to provide ideas and concepts for the best financial use of the \$128 million TxDOT equity grant.

Mr. David Singleton moved for approval of Resolution 11-015. Ms. Nikelle Meade seconded the motion. The motion carried unanimously 7-0, and a motion to approve the members designated for the financing syndicate for the Manor Expressway Project was approved as drafted.

**9. Discussion and possible action to accept the monthly financial reports for December 2010 and January 2011.**

Mr. Bill Chapman presented this item. The financial information was included in the Board packet. The grant revenue figures within the income statement for January 2011 shows almost \$9 million dollars in revenue, which are reimbursements for the expenditures that we make on the direct connects at US 290E.

Mr. Bob Bennett moved for approval of Resolution 11-016. Mr. Henry Gilmore seconded the motion. The motion carried unanimously 7-0, and the resolution to accept the December 2010 and January 2011 financial reports was approved as drafted.

**10. Presentation of Executive Director's report**

Mr. Mike Heiligenstein, CTRMA Executive Director, presented this item. He discussed the federal outlook for funding and explained it is still not a strong outlook. Our 183A shared use path is under construction, and we did have a bit of a gap in the Cedar Park Town Center. We continue to work with Cedar Park to address this issue. The project has been subject to noise concerns by neighbors, but that segment of the project will be completed soon.

Cynthia Harris was introduced as Wes Burford's new assistant and Jennifer Guernica as the new legal assistant to Andy Martin.

Mr. Heiligenstein also spoke about a meeting with Union Pacific Railroad (UPRR) scheduled for March 16<sup>th</sup> to discuss the refuge bay areas along the MoPac Improvement Project. CTRMA staff previously sent UPRR plans regarding double-tracking as they requested.

There is a press conference at City Hall at 9:00 A.M. on March 3, 2011 to announce the interim improvements to the "Y" in Oak Hill. CTRMA is participating with TxDOT on some modeling for that project Mr. Wilkerson will be speaking at that press conference

**Executive Session Pursuant to Government Code, Chapter 551**

Chairman Wilkerson announced in open session at 10:42 a.m. that the Board would recess the open meeting and would then reconvene in an Executive Session to deliberate the following items:

- 11. Discussion of the acquisition of one or more parcels or interests in real property needed for the Manor Expressway Project and related legal issues, pursuant to §551.072 (Deliberation Regarding Real Property; Closed Meeting) and §551.071 (Consultation With Attorney; Closed Meeting).**
- 12. Discussion of legal issues relating to pending or contemplated litigation and any related settlement offer, pursuant to §551.071 (Consultation With Attorney; Closed Meeting).**
- 13. Discussion of legal issues relating to personal financial disclosure, other laws under jurisdiction of the Texas Ethics Commission, and state open government laws, pursuant to §551.071 (Consultation With Attorney; Closed Meeting).**

The Board reconvened in open meeting at 11:32 A.M.

**14. Adjourn Meeting**

Chairman Wilkerson declared the meeting adjourned by unanimous consent at 11:33 a.m.

**MARCH 30, 2011 CTRMA BOARD OF DIRECTORS MEETING  
Summary Sheet**

**AGENDA ITEM # 4**

**Approve an interlocal agreement with the Texas Department of Transportation and the City of Leander to implement provisions of the 2008 Memorandum of Agreement concerning the J.C. Bryson Farmstead Historic Site.**

**Department: Law/Engineering**

**Associated Costs: \$1,000,000.00**

**Funding Source: TxDOT Toll Equity Grant for 183A**

**Board Action Required: Yes**

**Description of Matter:**

**On July 30, 2008, the CTRMA Board of Directors passed Resolution 08-43 (a copy is included for reference) approving a Memorandum of Agreement (the "MOA") between the Federal Highway Administration, the Advisory Council on Historic Preservation, and the Texas State Historic Preservation Officer relating to the Pioneer House on the J.C. Bryson Farmstead, a Recorded Texas Historic Landmark affected by proposed improvements to the intersection of the 813A Turnpike and proposed County Road 274. Resolution 08-43 also authorized CTRMA's executive director to execute the MOA on behalf of CTRMA as an invited signatory to that agreement. The MOA set forth stipulations needed to fully comply with Section 106 of the National Historic Preservation Act as that federal law was applied to proposed intersection improvements. The MOA became effective on October 31, 2008, upon its execution by the various parties to the agreement.**

**Under the MOA, CTRMA agreed (among other things) to provide \$1,000,000.00 to fund action by the City of Leander to prepare and implement a Preservation Plan for the Bryson Farmstead, in consultation with the Williamson County Historic Commission and the Texas State Historic Preservation Officer. The funds were to be deposited and held in escrow, subject to terms and conditions to be established by an escrow agreement consistent with the MOA as agreed upon by CTRMA, TxDOT, and the City of Leander.**



**Staff from CTRMA, TxDOT, and the City of Leander have discussed in general the terms and conditions to be included in the escrow agreement that are needed to fulfill the requirements of the MOA, and have worked from a draft escrow agreement provided by the City of Leander. TxDOT and CTRMA attorneys have proposed revisions to the draft escrow agreement and have provided a copy of the revised version to the City of Leander for its review and comment.**

**The proposed resolution authorizes the executive director to negotiate and sign on behalf of the CTRMA the proposed escrow agreement between CTRMA, TxDOT, and the City of Leander in the form of or substantially in the form of the proposed agreement set forth in Attachment A to the resolution.**

**Attached documentation for reference:**

**CTRMA Resolution 08-43**

**Recorded copy of the MOA**

**Resolution 11-\_\_\_, with the proposed Escrow Agreement attached as Attachment "A" to that resolution**

**Contact for further information:**

**Andrew Martin, General Counsel**

**Wesley M. Burford, P.E., Director of Engineering**

**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:

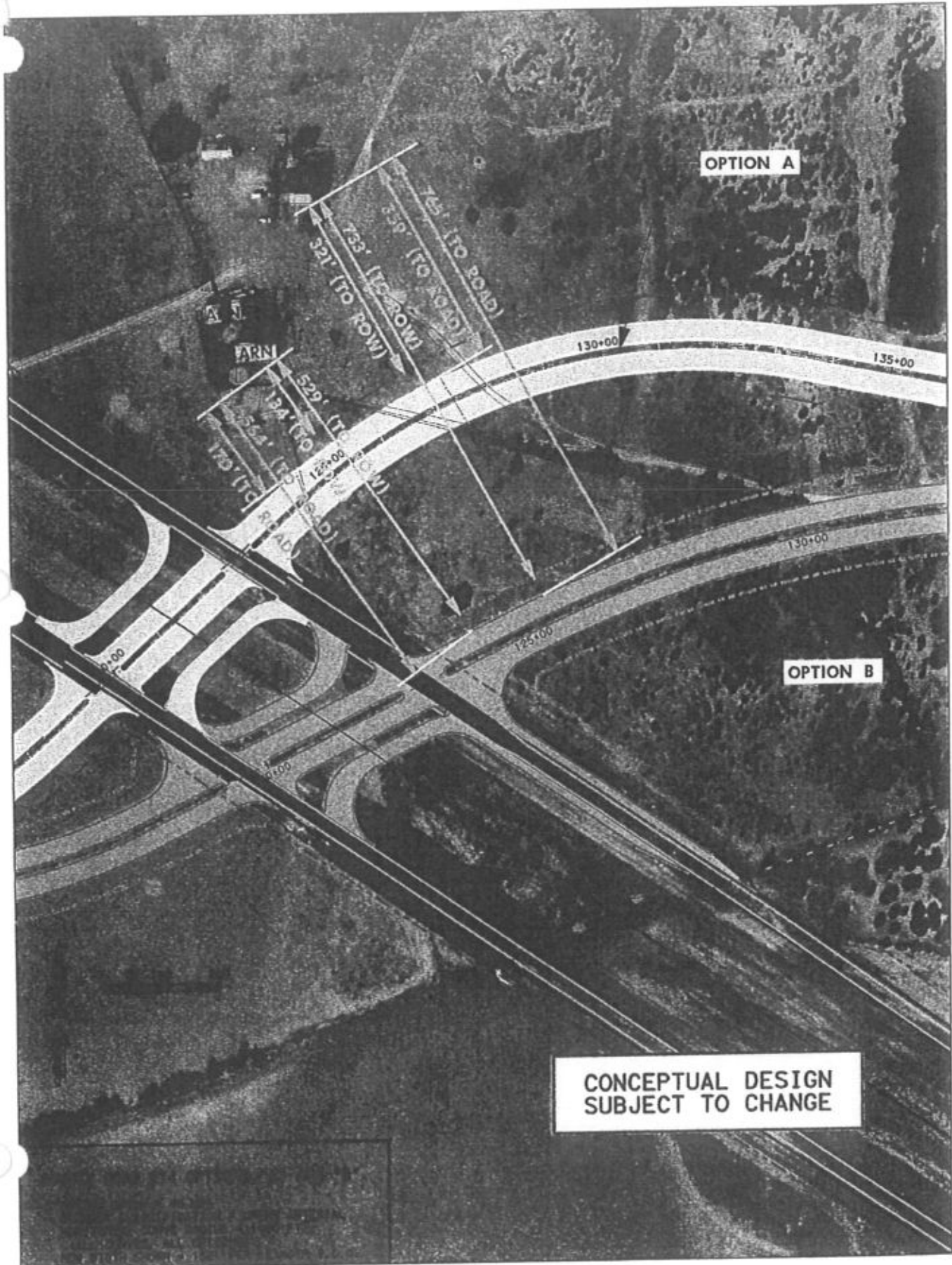
Figure 1 Ultimate Intersection of 183-A with CR 274

Figure 2 2 Acre Tract

Figure 3 4 Acre Tract

Figure 4 Access Easement

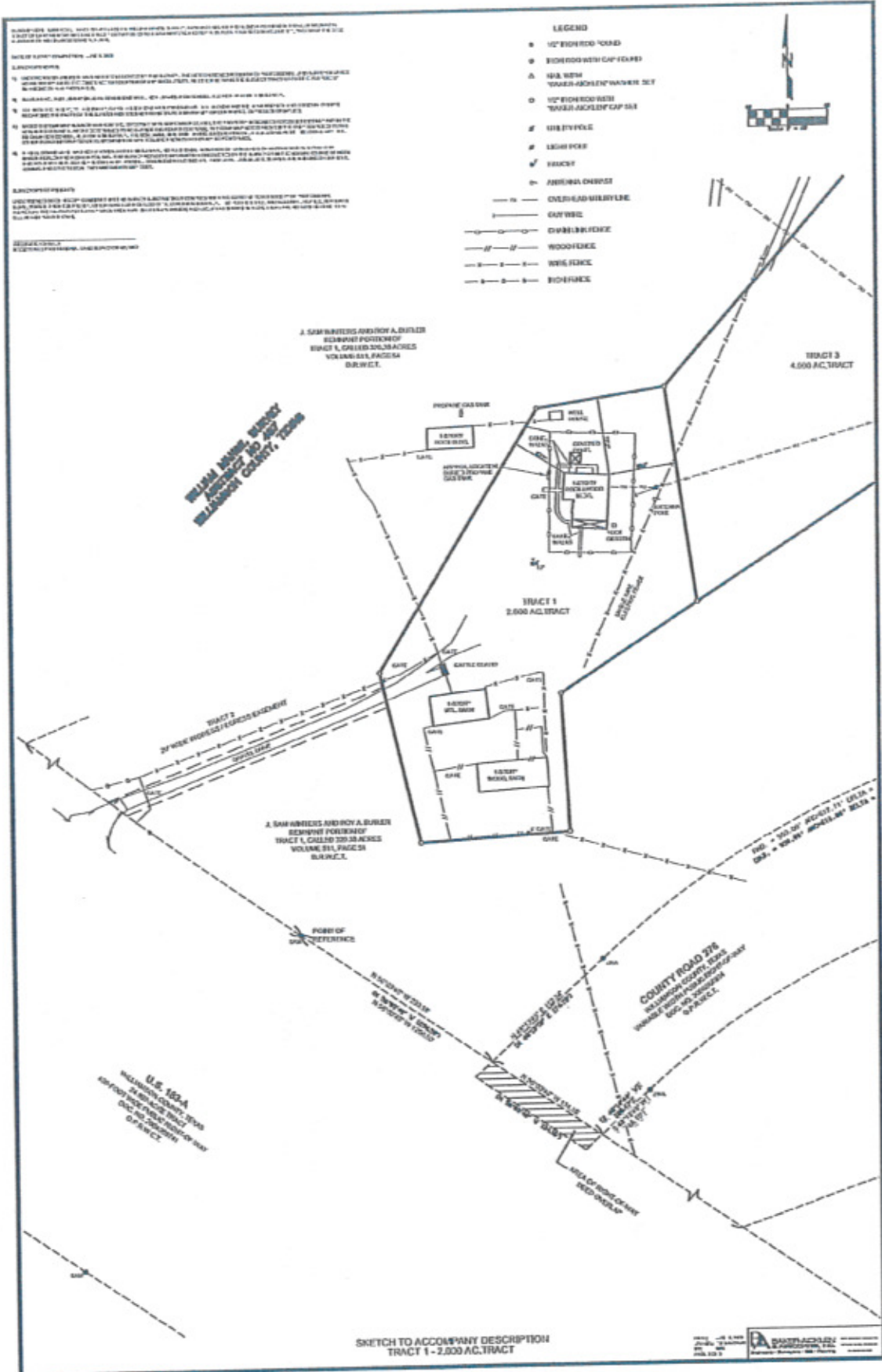
Figure 5 General Form of Preservation Easement



OPTION A

OPTION B

CONCEPTUAL DESIGN  
SUBJECT TO CHANGE



ALL RIGHTS RESERVED. THIS SURVEY IS THE PROPERTY OF THE SURVEYOR AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR.

DATE OF SURVEY: 12/15/2011

BY: [Signature]

**LEGEND**

- 1/2" DIAMETER PILE
- 1/2" DIAMETER WITH CAP PILE
- △ 1/4" DIA. 1/2" DIA. 1/2" DIA. WALKER SET
- 1/2" DIAMETER WITH WALKER SET
- ≡ UTILITY POLE
- ≡ LIGHT POLE
- ≡ TRACK
- ≡ ANTI-TANK OBSTACLE
- ≡ OVERHEAD WIRELINE
- ≡ GUTTER
- ≡ CURB/ELEVANCE
- ≡ WOOD FENCE
- ≡ WIRE FENCE
- ≡ RICE FENCE



J. SAM WINTERGARD AND ROY A. BURGER  
 SEVERANT PARTNERSHIP  
 SUBJECT TO EASES, RIGHTS AND INTERESTS  
 VOLUME 511, PAGE 54  
 BURKET.

**WILSON NAME, SURVEY  
 ADJACENT TO THE  
 WILSON COUNTY, TEXAS**

TRACT 1  
 2,000 AC. TRACT

TRACT 3  
 4,000 AC. TRACT

J. SAM WINTERGARD AND ROY A. BURGER  
 SEVERANT PARTNERSHIP  
 SUBJECT TO EASES, RIGHTS AND INTERESTS  
 VOLUME 511, PAGE 54  
 BURKET.

COUNTY ROAD 376  
 WILSON COUNTY, TEXAS  
 SUBJECT TO EASES, RIGHTS AND INTERESTS  
 VOLUME 511, PAGE 54  
 BURKET.

SKETCH TO ACCOMPANY DESCRIPTION  
 TRACT 1 - 2,000 AC. TRACT





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. 11-\_\_\_**

**Approve an Interlocal Agreement with the Texas Department of Transportation and  
the City of Leander to Implement Provisions of the 2008 Memorandum of Agreement  
Concerning the J.C. Bryson Farmstead Historic Site**

WHEREAS, by Resolution No. 08-43, approved July 30, 2008, the Board of Directors authorized the Executive Director to execute a Memorandum of Agreement (the "MOA") by and between the Federal Highway Administration ("FHWA"), the Advisory Council on Historic Preservation, the Texas State Historic Preservation Officer, and other signatories including the City of Leander ("City") and the Texas Department of Transportation ("TxDOT"); and

WHEREAS, the purpose of the MOA is to establish and implement a plan to protect the J.C. Bryson Farmstead, a Recorded Texas Historic Landmark, against adverse effects that the FHWA determined would result from construction of the intersection at the 183A Turnpike and proposed Williamson County Road 274; and

WHEREAS, among other provisions, under the MOA the Authority agreed to provide \$1,000,000.00 to funding the cost of specified planning and preservation efforts to be undertaken by the City, with that funding to be held and disbursed from an escrow account subject to an escrow agreement between the City, TxDOT, and the Authority; and

WHEREAS, staff for TxDOT, the City, and the Authority have negotiated a proposed escrow agreement consistent with the MOA to implement requirements of the MOA, set forth as Attachment "A" to this Resolution, and the Executive Director recommends that the Board authorize completion and his execution of an escrow agreement on terms and conditions consistent with the requirements of the MOA.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors authorizes and directs the Executive Director to complete negotiations and execute an escrow agreement in the form of or substantially in the form of the proposed escrow agreement set forth as Attachment "A" to this Resolution, and to take all other actions necessary and desirable to implement the terms and conditions of the MOA and the executed escrow agreement.

*[Signatures appear on the following page]*

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30<sup>th</sup> day of March, 2011.

Submitted and reviewed by:

Approved:

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Andrew Martin  
General Counsel for the Central  
Texas Regional Mobility Authority

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Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number: 11-\_\_\_\_\_  
Date Passed: 3/30/11

**ATTACHMENT "A" TO RESOLUTION 11-**

**Escrow Agreement**

**[Following 11 Pages]**

**ESCROW AGREEMENT**

This Escrow Agreement is entered into as of the Effective Date (as defined below) by and between the City of Leander, Texas, a home-rule municipal corporation (the “City”), the Central Texas Regional Mobility Authority (“CTRMA”), the Texas Department of Transportation (“TxDOT”), and Heritage Title Company (“Heritage Title”) as the Escrow Agent. The City, CTRMA, TxDOT and Heritage Title may be referred to collectively herein as the “Parties” and individually as a “Party.”

**RECITALS**

**WHEREAS**, this Escrow Agreement is entered into pursuant to Stipulation III.B.2. of the “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” (the “MOA”), a copy of which is attached to this Escrow Agreement as Exhibit “A;” and

**WHEREAS**, CTRMA, the City and TxDOT joined the MOA as invited signatories to evidence their respective acknowledgement of and agreement with the provisions of the MOA; and

**WHEREAS**, CTRMA agreed in the MOA to place in escrow one million dollars (\$1,000,000) to be managed by the City for the purpose of preserving the Bryson Farmstead property as described in the MOA; and

**WHEREAS**, the City agreed in the MOA to be responsible for disbursement of the escrowed funds; and

**WHEREAS**, pursuant to Stipulation II.A. and other provisions of the MOA, CTRMA will seek an amendment of the MOA time deadlines established for deposit of the Escrowed Funds and completion of the Phase 1 Preservation Plan and other work to be done by the City as described in the MOA; and

**WHEREAS**, at the suggestion of the City, CTRMA and the City have requested that Heritage Title act as the Escrow Agent as set forth herein, and Heritage Title has agreed to so act.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City, CTRMA, TxDOT, and Heritage Title agree as follows:

1. **Incorporation of Recitals and Findings.** The aforesaid Recitals are incorporated into and made a part of this agreement as if copied herein in full. Capitalized words and phrases that are not defined in this Escrow Agreement shall have the meaning given in the MOA.



2. **Appointment of Escrow Agent.** CTRMA and the City appoint Heritage Title to act as escrow agent (“Escrow Agent”) and to act as their agent with respect to the Escrowed Items, and Escrow Agent hereby accepts such appointment. The Escrow Items shall include the Escrow Agreement and the Escrowed Funds as set forth in paragraphs 3 and 4 below.

3. **Deposit of Escrow Agreement with Escrow Agent.** Concurrently herewith, the City and CTRMA shall cause one duly-executed counterpart original of this Escrow Agreement signed by the City, CTRMA, TxDOT, and Escrow Agent to be deposited with Escrow Agent.

4. **Deposit of Escrowed Funds.** Concurrently with the deposit of a duly executed original of this Escrow Agreement being deposited with Escrow Agent, CTRMA shall deposit with Escrow Agent the sum of \$1,000,000.00 (the “Escrowed Funds”). Escrow Agent shall not be responsible for the collection of the Escrowed Funds and may fully rely on CTRMA to assure the Escrowed Funds are timely deposited.

- (a) Escrow Agent shall keep all the Escrowed Funds in one or more interest-bearing accounts under the name and tax identification number of the City and insured by the FDIC, or secured by a combination of such insurance and securities qualified under Texas law to be pledged as security for municipal deposits. Escrow Agent shall not be liable in the event of loss of the Escrowed Funds due to failure of the bank or savings and loan institution.
- (b) Any interest which accrues on the Escrowed Funds shall be paid to the person/entity receiving any amounts remaining in the Escrow at the close of the Escrow, in accordance with the terms of this Escrow Agreement.

4. **Escrow Term.** The Escrow shall close when all of the Escrowed Funds are disbursed in accordance with Paragraphs 5 and 8 below, as applicable.

5. **Disbursement of Escrowed Funds to City.** Escrow Agent is instructed to disburse payments from the Escrowed Funds to the City pursuant to draw requests submitted by the City in accordance with the following procedures:

- (a) The City will submit monthly draw requests to the Escrow Agent stating and representing as true and correct the costs incurred by the City in performing the tasks described in Stipulation II. A. and Stipulation III.B.1 of the MOA in the intervening period since submittal of the previous draw request (the “Draw Amount”). A true and correct copy of each draw request submitted to the Escrow Agent shall be submitted contemporaneously to CTRMA and TxDOT using the same method of notice the City uses under Paragraph 12(c) to submit the draw request to the Escrow Agent.
- (b) Within two (2) business days after the date Escrow Agent receives a draw request, Escrow Agent shall disburse the Draw Amount to the City.

- (c) The draw request shall be in the form attached hereto as Exhibit “B.”
- (d) The Escrow Agent shall pay each completed draw request forwarded by the City to Escrow Agent. The draw request shall be paid in the dollar amount actually submitted in writing by the City, if sufficient Escrowed Funds are available.

6. **Documentation and Audit of Draw Requests.**

- (a) The City shall keep and maintain records to document and support that each individual draw request paid to the City has been used or will be used only for one or more of the authorized purposes established by Stipulation III.B.1 of the MOA, and shall provide such documentation to any signatory to the MOA upon request. This obligation shall survive termination of this Agreement.
- (b) A true and correct copy of the records and documentation that support each draw request shall be provided to CTRMA and TxDOT no later than the 10<sup>th</sup> business day of each January, April, July, and October while this Escrow Agreement is in effect.
- (c) All of the City’s expenditures under this Agreement shall be subject to audit by CTRMA and/or the State Auditor’s Office.

7. **Performance by City and CTRMA.**

- (a) The City will use and employ the Escrowed Funds to pay only the costs and expenses reasonably incurred for the purposes set forth in Stipulation III.B.1 of the MOA, as further detailed in Stipulation II of the MOA.
- (b) CTRMA will perform the duties and obligations of the CTRMA as provided in the MOA. CTRMA shall also seek appropriate extensions of the time requirements established by the MOA, and coordinate and reasonably cooperate with the City and TxDOT to accomplish the intent and purposes of the MOA in connection with this Escrow Agreement.
- (c) CTRMA and the City shall comply with all applicable local, state, and federal laws and regulations in connection with the deposit and use of Escrowed Funds under this Agreement.

8. **Disbursement of Remaining Escrowed Funds.** Escrow Agent shall disburse to CTRMA any funds that remain in the Escrow Account no later than ten (10) days after receipt of notice from CTRMA to Escrow Agent and each other Party that two (2) years have expired since the finalization of the Preservation Plan (as provided by the MOA), and that CTRMA is entitled by Stipulation III.B.3. of the MOA to the return of any unused Escrowed Funds and all interest earned by the Escrowed Funds.

9. **Resignation of Escrow Agent.** Escrow Agent reserves the right to resign hereunder, upon twenty (20) days prior written notice to the City, CTRMA, and TxDOT. In the event of said resignation, and prior to the effective date thereof, either (a) the City

and CTRMA, by joint written notice to Escrow Agent, shall designate a successor escrow agent to assume the responsibilities of Escrow Agent under this Escrow Agreement, and Escrow Agent shall immediately deliver all of the Escrowed Funds in Escrow Agent's possession to such successor escrow agent, or (b) if the City and CTRMA do not agree on a successor escrow agent, or if they fail to deliver to Escrow Agent such written notice, Escrow Agent shall be entitled to interplead the Escrowed Funds into a court with proper jurisdiction in Williamson County, Texas.

10. **Indemnification of Escrow Agent.** The City and CTRMA, subject to appropriations and to the extent permitted by law, agree to indemnify, protect, and save and hold Escrow Agent, its successors and assigns, harmless from all liabilities, obligations, losses, damages, penalties, taxes, claims, actions, suits, costs, and expenses (including attorneys' fees) of whatsoever kind or nature imposed on, incurred by, or asserted against Escrow Agent which in any way relate to, or arise out of the execution and delivery of this Escrow Agreement or the services and/or actions thereunder; provided, however, that the City and CTRMA shall have no such obligation to indemnify Escrow Agent for its own willful misconduct or gross negligence.

11. **Escrow Fee.** For its ordinary services hereunder, Escrow Agent shall be entitled to a fee of \$\_\_\_.00, payable from the Escrowed Funds in the amount and at the time detailed in the Escrow Agent Fee Schedule attached as Exhibit "C" to this Agreement. In the event that Escrow Agent performs any service not specifically provided hereinabove, or that there is any assignment or attachment of any interest in the subject matter of this escrow or any modification thereof, or that any controversy arises hereunder, or that Escrow Agent is made a party to, or intervenes in, any litigation pertaining to this escrow or the subject matter thereof, the City and CTRMA shall, jointly and severally, reasonably compensate Escrow Agent therefor and reimburse Escrow Agent for all costs and expenses occasioned thereby, and indemnify Escrow Agent against any loss, liability or expense incurred in any act or thing done by it hereunder, to the extent permitted by law.

12. **Miscellaneous.**

- (a) Time is of the essence with respect to each and every provision of this Escrow Agreement and in the performance, occurrence, fulfillment or satisfaction of each and every term and condition of the escrow created hereby.
- (b) Escrow Agent shall be entitled to assume that documents and writings that are deposited into escrow or that are received in the course of carrying out its instructions hereunder are genuine and are in fact signed by the person or persons purporting to execute them, and Escrow Agent is entitled to act upon and use such documents and writings, unless and until Escrow Agent has actual knowledge of facts or circumstances that would cause a reasonably prudent person to suspect that they are not genuine. Escrow Agent shall not be responsible or liable for the accuracy, validity or appropriateness of any document or request submitted to it, and may fully rely on such document or request in acting or proceeding in accordance with this Agreement.

- (c) All notices, demands, draw or other requests, and other communications required or permitted hereunder or which any Party may desire to give, shall be in writing and shall be deemed to have been given on the sooner to occur of (i) receipt by the Party to whom the notice is hand-delivered, with a written receipt of notice provided by the receiving Party, or (ii) two (2) business days after deposit in a regularly maintained express mail receptacle of the United States Postal Service, postage prepaid, or registered or certified mail, return receipt requested, express mail delivery, addressed to such Party at the respective addresses set forth below, or such other address as each Party may from time to time designate by written notice to the others as herein required or (iii) facsimile transmission on which standard confirmation has been received by the sending Party:

Escrow Agent: Heritage Title Company of Austin  
 Attn: Kathy Nunn  
 401 Congress Avenue, Suite 1500  
 Austin, Texas 78701  
 (512) 505-5000  
 (512) 505-5024 (facsimile)

City: City of Leander  
 Attn: City Manger  
 P.O. Box 319  
 Leander, TX 78646-0319  
 (512) 259-1178  
 (512) 528-2831 (facsimile)

CTRMA: Central Texas Regional Mobility Authority  
 Attn: Executive Director  
 301 Congress Avenue, Suite 650  
 Austin, Texas 78701  
 (512) 996-9778  
 (512) 996-9784 (facsimile)

TxDOT: Texas Department of Transportation  
 Attn: Bruce Jensen, Supervisor, ENV-HIST  
 Dewitt C. Greer Office Building  
 125 East 11<sup>th</sup> Street  
 Austin, Texas 78701  
 (512) 416-2628  
 (512) 416-2924 (facsimile)

- (d) Escrow Agent shall not be obligated to determine or resolve conflicting demands or claims to funds, documents or items deposited in escrow or conflicting demands or claims concerning the validity or interpretation of, or performance under, this Escrow Agreement. Until such conflicting demands or claims have been determined, resolved or eliminated by written agreement of the Parties, a valid amendment to this Escrow Agreement or a final order of judgment of the

court of competent jurisdiction, Escrow Agent shall be authorized to (i) refrain from carrying out its duties hereunder, and to retain in escrow any funds, documents or items that are the subject of the conflict or that may be dependent on or affected by the resolution of the conflict or (ii) interplead the subject matter of this Escrow into any court of competent jurisdiction and the act of such interpleader shall immediately relieve Escrow Agent of its duties, liabilities and responsibilities hereunder. In that regard, the Parties hereto expressly acknowledge Escrow Agent's right to interplead the Escrowed Items into a court of competent jurisdiction in Williamson County, Texas as provided by this Agreement.

- (e) This Escrow Agreement may be amended only by means of a written amendment signed by all the Parties to this Escrow Agreement. Any purported oral amendment of this Escrow Agreement shall be ineffective and invalid.
- (f) This Escrow Agreement may be executed in counterparts, each of which individually shall be an original and all of which together shall constitute but one and the same document. Any signature page to any counterpart of this Escrow Agreement may be detached from such counterpart without impairing the legal effect of the signature thereon and thereafter attached to another counterpart identical thereto except having to it additional signature pages.
- (g) The captions contained in this Escrow Agreement are for purposes of identification only and shall not be considered in construing this Escrow Agreement.
- (h) This Escrow Agreement shall be governed by the laws in the State of Texas.
- (i) This Escrow Agreement shall be binding on the Parties hereto and their respective heirs, executives, administrators, successors and assigns when all Parties have executed and delivered a counterpart hereof.
- (j) Each Party represents that it has full power and authority rightfully to execute and deliver this Escrow Agreement and to perform the actions contemplated hereby.

13. **CONFLICT WITH MOA**. In the event of a conflict between any term, provision or condition of the MOA and this Escrow Agreement, the terms, conditions and provisions of the MOA shall govern with respect to the Parties.

14. **EFFECTIVE DATE**. The Effective Date shall be the date the last of the Parties shown below executes this Escrow Agreement.

15. **TERM**. This Escrow Agreement shall terminate when all Escrowed Funds have been disbursed in accordance with the terms hereof.

**IN WITNESS WHEREOF**, the City, CTRMA, TxDOT, and Escrow Agent have executed this Escrow Agreement to be effective as of the Effective Date.

**The City:**

City of Leander, Texas

**Attest:**

\_\_\_\_\_  
Debbie Haile, City Secretary  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: John D. Cowman  
Title: Mayor  
Date: \_\_\_\_\_

**Escrow Agent:**

Heritage Title Company of Austin, Inc.

By:  
Name: Kathy Nunn  
Title: \_\_\_\_\_  
Date:

**CTRMA:**

Central Texas Regional Mobility Authority

By:  
Name:  
Title:  
Date:

**TxDOT:**

Texas Department of Transportation

By: \_\_\_\_\_  
Name:  
Title:  
Date:

**EXHIBIT "A"**  
**MEMORANDUM OF AGREEMENT ("MOA")**

**EXHIBIT "B"**  
**DRAW REQUEST**

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

Heritage Title Company of Austin, Inc.  
401 Congress Avenue, Suite 1500  
Austin, TX 78701

Re: Escrow Agreement by and between City of Leander ("City"), Central Texas Regional Mobility Authority ("CTRMA"), Texas Department of Transportation ("TxDOT"), and Heritage Title Company of Austin, Inc. ("Escrow Agent")

To Whom It May Concern:

In connection with the above captioned escrow, the undersigned hereby requests disbursement from the captioned escrow as follows:

\$ \_\_\_\_\_ draw request for Payment Period: \_\_\_\_\_, 201\_\_.

\$ \_\_\_\_\_ Amount Remaining in Escrow following Current Draw.

The undersigned certifies that these funds are requested exclusively for the purpose of:

- 1. [Cite language of the MOA describing and authorizing the purpose for the expense to be paid or reimbursed by this draw request (e.g., "Stipulation II.A. and III.B.1.A. of the MOA, payment on contract to prepare the Phase 1 Preservation Plan")]

The undersigned further certifies that:

- 1. in connection with work described by this draw request, the City, where explicitly required by the MOA, has acted in consultation with the Williamson County Historic Commission, the Texas State Historic Preservation Officer, and any other consulting parties;
- 2. all work described by this draw request has been undertaken in compliance with applicable local, state, and federal laws and regulations; and
- 3. City has provided a true and correct copy of this draw request to CTRMA and to TxDOT contemporaneously with submission of this draw request to the Escrow Agent, using the same method of notice it used to give notice of this draw request to Escrow Agent.

True and correct records and documents are available and in the possession of the City to document the expenses included in this draw request.



Sincerely,

City of Leander, Texas

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT "C"**  
**ESCROW AGENT FEE SCHEDULE**

**MARCH 30, 2011 CTRMA BOARD OF DIRECTORS MEETING  
Summary Sheet**

**AGENDA ITEM # 5**

**Discuss and consider a resolution authorizing the Executive Director to execute an amendment reducing the current base transaction fee established by Appendix A of the December 13, 2007 interlocal agreement with the Texas Department of Transportation, Harris County, and the North Texas Tollway Authority governing interoperability.**

**Department: Operations**

**Associated Costs: None**

**Funding Source Operating Budget**

**Board Action Required: Yes**

**Description of Matter:**

**On July 25, 2007, the CTRMA Board of Directors approved Resolution 07-39 which allowed the Executive Director to enter into an Interoperability Agreement with TxDOT, NTTA and HCTRA that addressed the collection of tolls from customers using toll transponders from another Texas toll system. Under the Agreement, the agency holding the customer account (Home Agency) is, in effect, bearing the costs associated with the collection of the tolls for the Agency where the toll transaction occurred (Away Agency). A transaction fee was established to compensate the Home Agency for those costs. The fee was negotiated between parties to the Agreement based on actual agencies' costs. As a result, the Transaction Fee was set at 8% of the posted toll. Within the Agreement there is a requirement that the Transaction Fee be reviewed every two years by the Statewide Interoperability Committee, which then makes recommendations to the Parties of the Agreement regarding amending the fee if appropriate.**

**The Statewide Interoperability Committee is nearing completion of the required two year review. Parties to the Agreement serving on the Interoperability Committee are in agreement that the fee can be reduced due to efficiencies gained over the past two years. While a consensus has not yet been achieved, it now appears likely that Statewide Interoperability Committee will recommend that the fee be reduced to 6%. To institute the reduction of the Transaction Fee, an amendment to the Interoperability Agreement will be necessary.**

**The reductions of the Transaction fee will result in significant savings for the CTRMA. Therefore, the Executive Director is seeking Board approval to execute any documents needed to reduce the Transaction Fee, after the Statewide Interoperability Committee has made its recommendation on a fee reduction.**

**Attached documentation for reference:**

**Memo to Board**

**Interlocal Agreement for Interoperability**

**Contact for further information: Timothy J. Reilly, Director of Operations.**



CENTRAL TEXAS  
Regional Mobility Authority

# Memo

**To:** Board Members  
**From:** Tim Reilly  
**Date:** March 24, 2011  
**Re:** Recommendation Regarding Reduction in Transaction Fees for Interoperable Toll Transactions

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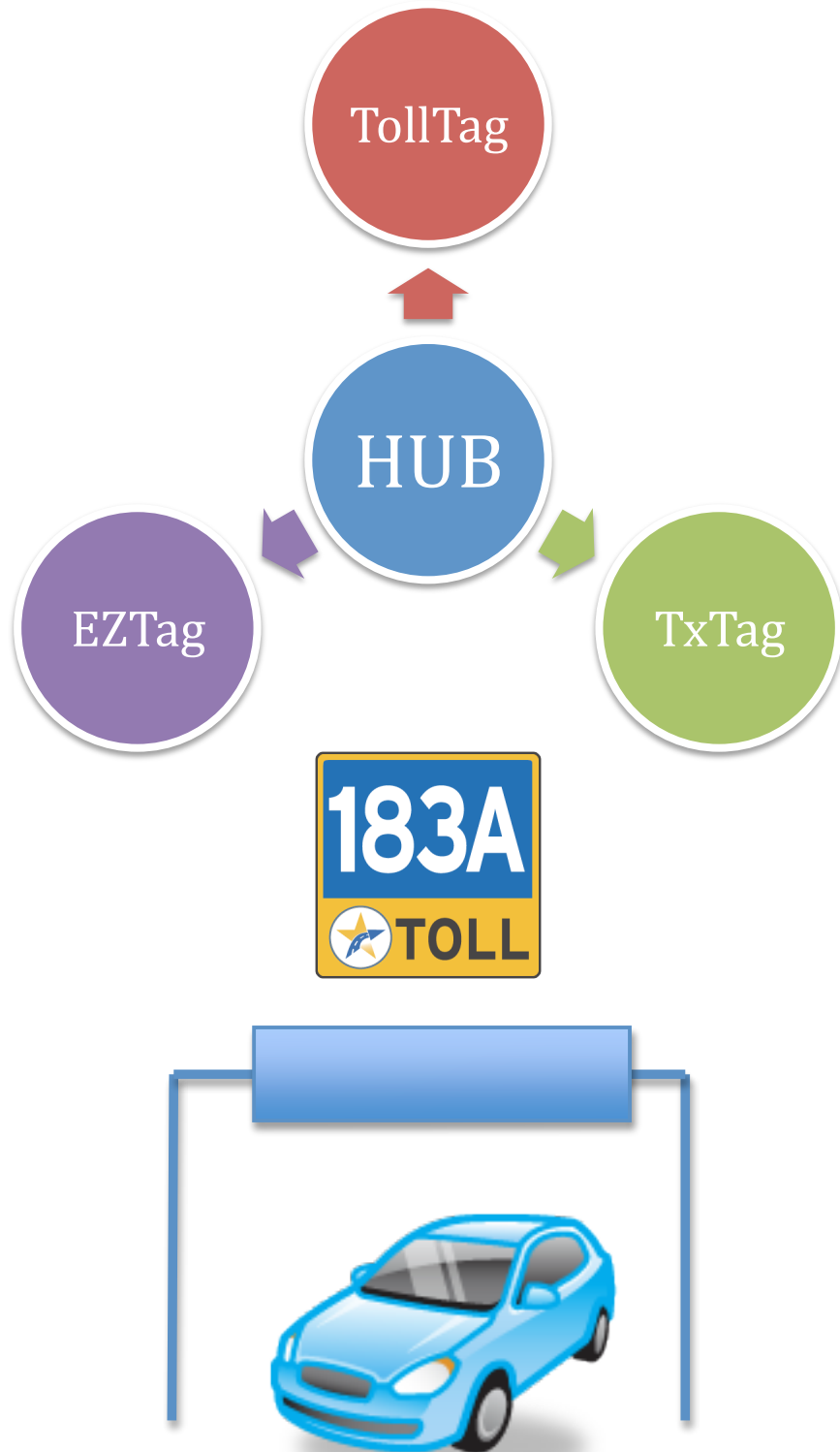
When an EZTag, TollTag or TxTag customer uses 183A, the Mobility Authority pays an 8% transaction fee to the organization that issues the tag and processes the transaction. The process is similar to a retailer paying a credit card transaction fee to the credit card company. A proposal is currently before under consideration to reduce the fee paid for tag transactions from 8% to perhaps as little as 6%. Reducing the fee would save the Mobility Authority a significant amount of money since all transponder transactions are processed through one of the three tag programs previously listed. Based on our current revenue trends for 183A, we would expect to save approximately \$170,000 a year for each 1% reduction in the fee. That savings would increase in subsequent years as traffic increases. Staff is seeking Board approval to lower the fee. Once the lower fee has been agreed upon, staff will brief the Board on the precise amount of the fee reduction.

**Example Transaction**

\$1.00 (Toll Charge)

- .08 (8% Transaction Fee)

= \$0.92 (Net Toll to Agency)



THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT

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

I. CONTRACTING PARTIES:

The Texas Department of Transportation	TxDOT
Harris County	Local Government (Harris County)
North Texas Tollway Authority	NTTA
Central Texas Regional Mobility Authority	CTRMA

Any other party that elects to execute this Agreement, with the consent of the other entities then Parties hereto, as described below in Section VII – Additional Parties.

II. PURPOSE: INTEROPERABILITY OF TOLL COLLECTION SYSTEMS In furtherance of the agreements set forth in that certain Memorandum of Understanding (Interoperability) dated the 23<sup>rd</sup> of November, 2004, among the Texas Department of Transportation, the North Texas Tollway Authority, and Harris County (the "Interoperability MOU").

III. STATEMENT OF SERVICES TO BE PERFORMED: This Agreement, by and among the North Texas Tollway Authority ("NTTA"), a regional tollway authority, and the Texas Department Of Transportation ("TxDOT"), an agency of the State of Texas, Harris County ("Harris County"), a body corporate and politic under the laws of the State of Texas, and the Central Texas Regional Mobility Authority ("CTRMA"), a body corporate and politic under the laws of the State of Texas, and collectively known as the "Parties" is effective upon full execution of all of the Parties.

IV. CONTRACT PAYMENT: Notwithstanding anything to the contrary contained in this Agreement, nothing herein shall impose an obligation on any party hereto that would be considered a debt (as that term is used in the Texas Constitution with respect to governmental entities) or that exceeds that party's authority to assume such obligation under applicable law or its current agreements with its bondholders.

V. TERM OF AGREEMENT: This Agreement begins when fully executed by all Parties. Any Party may withdraw from this Agreement as provided in Section 4 of Attachment A. This Agreement shall remain in effect as to the remaining parties (the "Remaining Parties"), in which case the Agreement shall be terminated only as to the Party that delivers a withdrawal notice.

VI. LEGAL AUTHORITY:

This agreement is entered into by the Parties under Government Code, Chapter 791 and Texas Transportation Code, Chapters 366 and 370, and incorporates the provisions of (A) Attachment A, which sets forth in greater detail the Parties' agreements hereunder, (B) Appendix A, which sets forth an initial schedule of Transaction Fees and other provisions regarding modifications thereof, and (C) the Interoperability Business Requirements (including Interface Control Documents attached thereto) described in such Attachment A. Any capitalized term used in this Agreement that is not expressly defined herein shall have the meaning given to that term under the Interoperability Business Requirements.

The Commissioners Court of Harris County, by order, dated SEP 11 2007, has authorized Harris County to enter into this Agreement and perform its obligations hereunder (Exhibit A).

The Board of Directors of the NTTA, by resolution, dated July 25, 2007, has authorized the NTTA to enter into this Agreement and perform its obligations hereunder (Exhibit B).

The Board of Directors of the CTRMA, by resolution, dated JULY 25 2007 has authorized the CTRMA to enter into this Agreement and perform its obligations hereunder (Exhibit C).

The party executing and delivering this Agreement on behalf of TxDOT certifies that he or she has the authority to enter into this Agreement on behalf of TxDOT and that TxDOT is authorized to enter into this Agreement and perform its obligation hereunder.

**VII. Additional Parties:**

TxDOT, Harris County, the CTRMA, and the NTTA (the "Original Parties") anticipate that additional toll authorities in the State of Texas may hereafter desire to enter into this Agreement and be bound by and enjoy the benefits set forth herein. The Original Parties, and any subsequent Party that enters into this Agreement pursuant to this Section VII agree that if the Statewide Interoperability Committee (hereinafter defined) certifies that a toll authority that desires to enter into this Agreement satisfies all criteria established by the Statewide Interoperability Committee to ensure that the subject toll authority is capable of meeting the interoperability business requirements and the requirements of the interface control documents promulgated by the Statewide Interoperability Committee, then upon issuance of such certification and the toll authority's governing body taking all necessary action to authorize its entry into this Agreement, such toll authority may enter into this Agreement and become a Party hereto by executing a counterpart of this Agreement that contains an acknowledgement and commitment by such toll authority to be bound by and comply with all of the terms hereof and to which is attached a copy of the resolution or other authorization adopted by the toll authority's governing body.

The "Statewide Interoperability Committee" is the Interoperability Committee appointed by the Board of Directors of the Transportation and Expressway Authority Membership of Texas to formulate and serve as the custodian of all interoperability business rules, interoperability information control documents, and interoperability standards applicable to interoperable toll authorities in the State of Texas and to be solely responsible for evaluating any proposed amendment to such rules, documents and standards

**FOR HARRIS COUNTY**

By Ed Emmett Date SEP 11 2007  
Ed Emmett  
County Judge

**APPROVED AS TO FORM:**  
County Attorney

By: Nick Turner  
Nick Turner  
Assistant County Attorney

**FOR THE NORTH TEXAS TOLLWAY AUTHORITY**

By Jorge Figueredo Date 8-21-07  
Jorge Figueredo  
Executive Director  
North Texas Tollway Authority

**APPROVED AS TO FORM:**  
Locke Liddell & Sapp LLP  
General Counsel to the NTTA


By: James T. Rain

**ATTEST:**  
By:

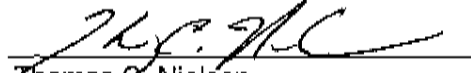
Deborah Smith  
Deborah Smith, Secretary



**FOR THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**


By  Date 8/27/07  
Mike Heiligenstein  
Executive Director  
Central Texas Regional Mobility Authority

**APPROVED AS TO FORM:**  
General Counsel to the CTRMA

By:   
Thomas C. Nielson

**FOR THE STATE OF TEXAS**

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

By  Date December 13, 2007  
Janice Mullenix  
Director, Contract Services Section  
Office of General Counsel

## ATTACHMENT A AGREEMENTS

### RECITALS

Harris County, TxDOT, the NTTA, and the CTRMA are governmental entities authorized to design, construct and operate turnpikes and other toll facilities in the State of Texas. The use of electronic toll collection on such facilities is essential to their efficient operation and to maximizing their mobility benefits. Harris County, TxDOT, the NTTA, and the CTRMA are committed to ensuring that the transponder technologies utilized to effectuate electronic toll collection on their respective facilities are interoperable so as to further enhance the current and potential benefits of those technologies for the citizens of the State of Texas. The foundation of an interoperability network includes a data-transfer and communications architecture (the "Architecture") that provides a high level of efficiency in light of the anticipated expansion of interoperable transportation payment services to toll and non-toll authorities within the State of Texas. The Parties desire to utilize an Architecture that processes and distributes shared interoperable information between service provider authorities. For and in consideration of these premises, Harris County, TxDOT, the NTTA, and the CTRMA agree as follows:

### AGREEMENT

1. **Installation, Integration and Operation.** The Parties agree to install and integrate a system including a set of interoperable interfaces as part of their respective toll collection systems. The Parties further agree to operate the interoperable components of their toll collections systems in accordance with the Interoperability Business Requirements and the Interface Control Documents ("ICDs") agreed upon by the parties in connection with the adoption of this Agreement, as they may be amended periodically in accordance with this Agreement.
  
2. **Interoperability Business Requirements and ICDs.** The Interoperability Business Requirements contain specific parameters that are derived from current business policies. Each party agrees to review such policies periodically and for possible modifications as their business needs change. Proposed changes to the Interoperability Business Requirements or ICDs shall be submitted to the Statewide Interoperability Committee for consideration. Any changes to the Interoperability Business Requirements or ICDs must be promulgated and approved by the Statewide Interoperability Committee and will be effective one hundred eighty (180) days following the promulgation of the final approved version thereof by the Statewide Interoperability Committee; provided, however, that any two or more of the Parties may by mutual agreement agree to implement such changes as between themselves at an earlier date.
  
3. **Physical network.** The Parties agree to establish network connectivity with sufficient capacity to satisfy the requirements of the Interoperability Business Requirements. This network Infrastructure

may be modified; however, any network infrastructure modification affecting more than one party shall be made only if agreed to by all affected parties.

4. **Termination.** Any party's participation in this Agreement may be cancelled by any party at any time with or without cause one hundred and twenty (120) days after that Party provides written notice of its intent to terminate to all other Parties. Such termination shall not release either the terminating or remaining Parties from any liability for events occurring or obligations arising prior to the date of the termination.

5. **Notices to TxDOT.** All written notices, demands, and other papers or documents to be delivered to TxDOT under this Agreement shall be delivered to:

**Texas Department of Transportation  
Texas Turnpike Authority Division  
Dewitt C. Greer Building  
125 East 11<sup>th</sup> Street  
Austin, Texas 78701-2483  
Attention: Turnpike Information Technology Director**

6. **Notices to the NTTA.** All written notices, demands, and other papers or documents to be delivered to the NTTA under this Agreement shall be delivered as follows, or at such other place or places as the NTTA may designate by written notice delivered to the CTRMA, Harris County and TxDOT:

if by courier, hand delivery, or overnight service, to:

**North Texas Tollway Authority  
5900 West Plano Parkway, Suite 100  
Plano, Texas 75093  
Attention: Deputy Executive Director**

if by any other service, to:

**North Texas Tollway Authority  
P.O. Box 260729  
Plano, Texas 75026  
Attention: Deputy Executive Director**

7. **Notices to Harris County.** All written notices, demands, and other papers or documents to be delivered to Harris County under this Agreement shall be delivered to:

**The Harris County Commissioners Court  
1001 Preston, 9<sup>th</sup> Floor  
Houston, Texas 77002  
Attention: Clerk of Commissioners Court**

or at such other place or places as it may from time to time designate by written notice delivered to the CTRMA, the NTTA and TxDOT. For purposes of notice under this Agreement, a copy of any notice or communication to Harris County hereunder shall also be forwarded to the following address:

**Harris County Toll Road Authority**  
**330 Meadowfern, Suite 200**  
**Houston, Texas 77067**  
**Attention: Executive Director**

8. **Notices to CTRMA.** All written notices, demands, and other papers or documents to be delivered to CTRMA under this Agreement shall be delivered to:

**Central Texas Regional Mobility Authority**  
**301 Congress Ave., Suite 650**  
**Austin, Texas 78701**  
**Attention: Director of Operations**

or at such other place or places as it may from time to time designate by written notice delivered to the Harris County, NTTA and TxDOT.

9. **Relationship of the Parties.** Nothing in this Agreement is intended to create, nor shall be deemed or construed by the Parties or by any third party as creating, (1) the relationship of principal and agent, partnership or joint venture between the Parties or (2) a joint enterprise between the Parties and/or any other party. Without limiting the foregoing, the purposes for which the Parties have entered into this Agreement are separate and distinct, and there are no pecuniary interests, common purposes and/or equal rights of control among the Parties hereto.

10. **Successors and Assigns.** This Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective Parties and their legal successors. Other than as provided in the preceding sentence, neither Harris County, TxDOT, the CTRMA, nor the NTTA shall assign, sublet or transfer its respective interests in this Agreement without the prior written consent of the other Parties to this Agreement, unless otherwise provided by law.

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

12. **Written Amendments.** Any change in the agreements, terms and/or responsibilities of the Parties hereto must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by all the Parties. Provided, however, that nothing in this paragraph shall impair or limit the effectiveness of any changes to the Interoperability Business Requirements or ICDs promulgated by the Statewide Interoperability Committee in accordance with Paragraph 2 above.

13. **Limitations.** All covenants and obligations of Harris County, TxDOT, the CTRMA, and the NTTA under this Agreement shall be deemed valid covenants and obligations of said entities, and no officer,

director, or employee of Harris County, TxDOT, the CTRMA, or the NTTA shall have any personal obligations or liability hereunder.

14. **Sole Benefit.** This Agreement is entered into for the sole benefit of Harris County, TxDOT, the CTRMA, the NTTA and their respective legal successors, and nothing in this Agreement or in any approval subsequently provided by a party hereto shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the public in general.
15. **Authorization.** Each party to this Agreement represents to the others that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery or performance of this Agreement. Each signatory on behalf of Harris County, TxDOT, the CTRMA, and the NTTA, as applicable, represents that he or she is fully authorized to bind that entity to the terms of this Agreement.
16. **Governing Law.** The provisions of this Agreement shall be construed in accordance with the laws and court decisions of the State of Texas.
17. **Interpretation.** No provision of this Agreement shall be construed against or interpreted to be to the disadvantage of any party hereto by any court, other governmental or judicial authority, or arbitrator by reason of such party having or being deemed to have drafted, prepared, structured or dictated such provision.
18. **Waiver.** No delay or omission by a party hereto to exercise any right or power hereunder shall impair such right or power or be construed as a waiver thereof. A waiver by any of the Parties hereto of any of the covenants, conditions or agreements to be performed by the others or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.
19. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. There are no representations, understandings or agreements relative hereto which are not fully expressed in this Agreement.
20. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one single agreement between the Parties.
21. **Headings.** The article and section headings used in this Agreement are for reference and convenience only, and shall not enter into the interpretation hereof.

- 22. Conflicts Between Agreements.** If the terms of this Agreement conflict with the terms of any other agreement between all of these Parties, the most recent agreement shall prevail.
- 23. Gratuities.** Any person who is doing business with or who reasonably speaking may do business with TxDOT under this agreement may not make any offer of benefits, gifts, or favors to employees of TxDOT. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Executive Director of TxDOT.
- 24. Conflict of Interest.** TxDOT, Harris County, the CTRMA, and the NTTA shall not assign an employee to a project if the employee:
- A. owns an interest in or is an officer or employee of a business entity that has or may have a contract with the state, Harris County, the CTRMA, or the NTTA relating to the project;
  - B. has a direct or indirect financial interest in the outcome of the project;
  - C. has performed services regarding the subject matter of the project for an entity that has a direct or indirect financial interest in the outcome of the project or that has or may have a contract with TxDOT, Harris County, the CTRMA, or the NTTA; or
  - D. is a current part-time or full-time employee of any other Party.
- 25. Continuing Cooperation.** In their (a) development and implementation of technologies for their facilities, (b) promulgation of rules or standards, and (c) contracting with other toll authorities or with vendors, the Parties agree to support and advance the interoperability (as defined in the Interoperability MOU) of their electronic toll collection systems and shall work collaboratively in determining the modifications that are necessary to support and advance interoperability (as so defined).
- 26. No Election of Remedies.** In the event of a default by one Party hereunder, each other Party shall have the right to pursue any and all remedies available to that other Party under applicable law.
- 27. State Auditor's Provision.** The State Auditor may conduct an audit of investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.



**NORTH TEXAS TOLLWAY AUTHORITY**

**RESOLUTION NO. 07-75**

**A RESOLUTION OF  
THE NORTH TEXAS TOLLWAY AUTHORITY  
AUTHORIZING AN INTERLOCAL AGREEMENT REGARDING  
STATEWIDE INTEROPERABILITY OF ELECTRONIC TOLL COLLECTIONS WITH  
THE TEXAS DEPARTMENT OF TRANSPORTATION, HARRIS COUNTY, AND  
THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

**July 25, 2007**

WHEREAS, the North Texas Tollway Authority (the "NTTA") is a regional tollway authority governed by Chapter 366 of the Texas Transportation Code, known as the Regional Tollway Authority Act (the "Act"); and

WHEREAS, the NTTA, Harris County (acting through the Harris County Toll Road Authority), the Texas Department of Transportation ("TxDOT") (acting through its Texas Turnpike Authority division), and the Central Texas Regional Mobility Authority ("CTRMA") each operates one or more turnpike projects in the state that employ transponder devices to collect tolls from customers; and

WHEREAS, in 2002, to ensure development of a collaborative and coordinated approach to interoperability of transponder-based transactions among all the toll providers throughout the state, the Board of Directors of the Transportation and Expressway Authority Membership of Texas ("TeamTx"), a Texas non-profit corporation organized to promote and assist in the development, ownership, operation, financing, and planning of toll projects in the state, created an Interoperability Task Force; and

WHEREAS, a Memorandum of Understanding (Interoperability) dated November 23, 2004, was executed among the NTTA, TxDOT, and Harris County to guide the development of a statewide interoperability solution; and

WHEREAS, in 2005, TeamTx established an Interoperability Committee (the "Committee"), composed of members representing the NTTA, TxDOT, Harris County, and CTRMA; and

WHEREAS, the Committee is charged with formulating and serving as custodian of interoperability business rules, information control documents, and standards agreed upon by the members of the Committee; and

WHEREAS, the Committee prepared a draft Interlocal Agreement (ILA) to evidence the members' agreement to follow the Committee's promulgated business rules, control documents, and standards, the terms of which have been substantially agreed upon by NTTA, TxDOT, Harris County, and CTRMA; and

WHEREAS, the draft ILA establishes processes and fees for communicating, clearing, and paying transactions incurred when a customer whose transponder account is established at one agency incurs charges for the use of another agency's facility; and


WHEREAS, the draft ILA anticipates that additional toll authorities that meet the rules, standards and transmission formats established by the Committee may enter into the ILA at a later date; and

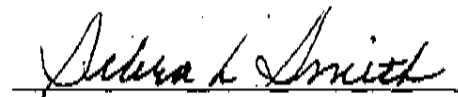
WHEREAS, it is anticipated that allowing NTTA customers to use TollTag transponders on the other toll authorities' facilities will promote greater use and distribution of TollTag transponders by the traveling public, thereby improving the operation and efficiency of the NTTA's own projects and enhancing mobility in north Texas; and

WHEREAS, pursuant to the Act and Chapter 791 of the Texas Government Code, the NTTA may enter into agreements with other governmental entities to perform governmental functions and services, and NTTA staff recommends entering into an agreement that contains substantially the same terms as are set forth in the draft ILA;

NOW, THEREFORE, the Board of Directors of the North Texas Tollway Authority hereby authorizes the Acting Executive Director or his designee to negotiate, finalize, execute, and deliver on behalf of the NTTA, an Interlocal Agreement with TxDOT, Harris County, CTRMA, and such other toll authorities as the Committee may hereafter determine to be qualified to fulfill the terms, conditions, responsibilities, and obligations of the ILA, said Interlocal Agreement to be substantially in the form of the draft ILA prepared by the Committee, but subject to such changes as the Acting Executive Director determines to be non-substantive, in the best interest of the NTTA, and consistent with the business terms of the draft ILA and the promotion of interoperable transponder-based transactions among the parties to the agreement.

ATTEST:

  
\_\_\_\_\_  
Paul N. Wageman, Chairman

  
\_\_\_\_\_  
Debra L. Smith, Secretary



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

**RESOLUTION NO. 07-39**

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 Resolution No. 05-06, dated January 26, 2005, the Board of Directors approved entering into a Project Development Agreement with the Texas Department of Transportation ("TxDOT") regarding the various project development issues related to construction, completion and operation of the 183-A Project; and

WHEREAS, on March 3, 2007, the 183-A Project was opened to traffic; and

WHEREAS, all toll authorities and agencies within the State of Texas are required to have interoperability of their respective toll collection systems; and

WHEREAS, currently TxDOT, Harris County through the Harris County Toll Road Authority ("Harris County"), the North Texas Tollway Authority ("NTTA") and the CTRMA have operating projects with toll collection systems that are interoperable with each other; and

WHEREAS, the CTRMA staff has negotiated a proposed Interlocal Agreement ("Interlocal Agreement") with TxDOT, Harris County and NTTA which sets forth the various terms and Interoperability Business Requirements necessary to insure continuing interoperability of each party's respective toll systems, such proposed Interlocal Agreement being attached hereto as "Attachment "A""; and

WHEREAS, the CTRMA staff recommends that the CTRMA enter into the Interlocal Agreement with TxDOT, Harris County and NTTA to insure continuing interoperability of each party's respective toll systems.

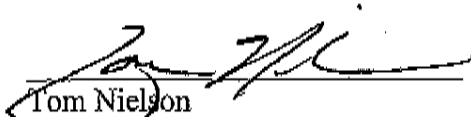
NOW THEREFORE, BE IT RESOLVED, that the CTRMA Board of Directors approves the final negotiation and execution of the Interlocal Agreement to insure continuing interoperability of each party's respective toll systems, the final terms, scope and conditions of such Interlocal Agreement to be mutually agreed to between the CTRMA and the other parties; and

BE IT FURTHER RESOLVED, that the Executive Director and staff are directed to finalize the Interlocal Agreement consistent with all applicable rules, regulations, statutes, and this

Resolution and that such Interlocal Agreement may be executed by the Executive Director upon its completion under the terms hereof.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of July, 2007.

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 07-39  
Date Passed 7/25/07

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on SEP 11 2007, 2007, with the following members present, to-wit:

Ed Emmett, County Judge  
El Franco Lee, Commissioner, Precinct No. 1  
Sylvia Garcia, Commissioner, Precinct No. 2  
Steve Radack, Commissioner, Precinct No. 3  
Jerry Eversole, Commissioner, Precinct No. 4

and the following members absent, to-wit: none, constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY, NORTH TEXAS TOLLWAY AUTHORITY, CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY, AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE INTEROPERABILITY OF TOLL COLLECTION SYSTEMS WITHIN TEXAS**

Commissioner Laura introduced an order and made a motion that the same be adopted. Commissioner Lee seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Ed Emmett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. El Franco Lee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Sylvia Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Steve Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Jerry Eversole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted as follows:

**RECITALS:**

**WHEREAS**, Harris County, the Texas Department of Transportation, the Central Texas Regional Mobility Authority, and the North Texas Tollway Authority are governmental entities with existing and operating toll road facilities located in the State of Texas. Through this agreement customers of the various entities will be able to utilize their electronic toll collection

Presented to Commissioner's Court

SEP 11 2007

APPROVE \_\_\_\_\_

Recorded Vol \_\_\_\_\_ Page \_\_\_\_\_

devices while using the toll facilities of the other entities. The parties will share an interoperability network for that purpose.

**NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:**

**Section 1:** The recitals set forth in this order are true and correct.

**Section 2:** The Interlocal Agreement between Harris County, North Texas Tollway Authority, Central Texas Regional Mobility Authority, and the Texas Department of Transportation for the interoperability of their toll collection systems permitting customers of the various entities to utilize their electronic toll collection devices on the toll facilities of the other entities is approved and the County Judge of Harris County or his designee is authorized to execute the Agreement. The Interlocal Agreement is attached hereto and made a part hereof for all purposes.

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on SEP 11 2007, 2007, with the following members present, to-wit:

Ed Emmett, County Judge  
El Franco Lee, Commissioner, Precinct No. 1  
Sylvia Garcia, Commissioner, Precinct No. 2  
Steve Radack, Commissioner, Precinct No. 3  
Jerry Eversole, Commissioner, Precinct No. 4

and the following members absent, to-wit: none, constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY, NORTH TEXAS TOLLWAY AUTHORITY, CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY, AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE INTEROPERABILITY OF TOLL COLLECTION SYSTEMS WITHIN TEXAS**

Commissioner Garcia introduced an order and made a motion that the same be adopted. Commissioner Lee seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Ed Emmett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. El Franco Lee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Sylvia Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Steve Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Jerry Eversole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted as follows:

**RECITALS:**

**WHEREAS**, Harris County, the Texas Department of Transportation, the Central Texas Regional Mobility Authority, and the North Texas Tollway Authority are governmental entities with existing and operating toll road facilities located in the State of Texas. Through this agreement customers of the various entities will be able to utilize their electronic toll collection

devices while using the toll facilities of the other entities. The parties will share an interoperability network for that purpose.

**NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:**

**Section 1:** The recitals set forth in this order are true and correct.

**Section 2:** The Interlocal Agreement between Harris County, North Texas Tollway Authority, Central Texas Regional Mobility Authority, and the Texas Department of Transportation for the interoperability of their toll collection systems permitting customers of the various entities to utilize their electronic toll collection devices on the toll facilities of the other entities is approved and the County Judge of Harris County or his designee is authorized to execute the Agreement. The Interlocal Agreement is attached hereto and made a part hereof for all purposes.

## APPENDIX A

### Transaction Fees Version 1.0

Base Transaction Fees – Eight percent (8%) of the posted toll amount.

Non-Transponder Based Transaction Fees – Base Transaction Fee plus an additional amount that may be determined by the Statewide Interoperability Committee.

Base Transaction Fees and Non-Transponder Based Transaction Fees shall be reviewed every two (2) years by the Statewide Interoperability Committee, which shall recommend to the Parties amendments, if any, to those fees. Changes recommended by the Statewide Interoperability Committee shall become effective one hundred twenty (120) days after the date that a majority of the Interoperable Authorities that are then Parties to this Agreement have taken such official action as is necessary in accordance with their respective governance requirements to ratify and adopt such changes, and this agreement shall thereupon be deemed to have been amended accordingly. A party that does not take official action to ratify and adopt such changes before the expiration of the above-described one-hundred twenty (120) day period shall be deemed to have elected to have terminated its participation in this Agreement under in Section 4 of Attachment A. Notwithstanding the written notice requirement of Section 4 of Attachment A, a termination under this Appendix A shall become effective upon the expiration of the foregoing one-hundred twenty (120) day period, without the necessity of written notice.

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

**RESOLUTION NO. 11-\_\_\_**

**Approving an Amendment to Reduce the Base Transaction Fee Established by  
the December 13, 2007 Interlocal Agreement with the Texas Department of  
Transportation, Harris County, and the North Texas Tollway Authority.**

WHEREAS, by Resolution No. 07-39, approved July 25, 2007, the Board of Directors authorized the Executive Director to execute an Interlocal Agreement (the "ILA") to insure continuing interoperability with toll systems operated by the Texas Department of Transportation, Harris county, and the North Texas Tollway Authority; and

WHEREAS, Appendix A to the ILA establishes an initial schedule of transaction fees for processing interoperable toll transactions under the ILA and includes provisions for the review and modification of the transaction fees; and

WHEREAS, pursuant to those modification provisions, the Statewide Interoperability Committee is considering recommendations to amend the transaction fees to reduce those fees to an amount less than eight percent (8%) of the posted toll amount, subject to official action as is necessary by the parties to the ILA to ratify and adopt such changes.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors authorizes and directs the Executive Director to finalize any proposed amendment to ILA that reduces transaction fees established by Appendix A to the ILA to a fee of less than eight percent (8%) of the posted toll amount, consistent with all applicable rules, regulations, statutes, and this Resolution, and to execute any amendment to the ILA or other documents necessary to evidence agreement and adoption by the Board of Directors of a reduced transaction fee recommended by the Statewide Interoperability Committee.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30<sup>th</sup> day of March, 2011.

Submitted and reviewed by:

Approved:

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Andrew Martin  
General Counsel for the Central  
Texas Regional Mobility Authority

---

Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number: 11-\_\_\_  
Date Passed: 3/30/11



**March 30, 2011 CTRMA BOARD OF DIRECTORS MEETING  
Summary Sheet**

**AGENDA ITEM #6**

**Authorization for award of CTRMA Contract No. 11183A24601M – Landscape Maintenance services on 183A for a period of one year.**

**Department: Engineering**

**Associated Costs: \$556,150.00**

**Funding Source: General Fund**

**Board Action Required: YES**

**Description of Matter:**

On March 23, 2011, the following proposals for the subject contract were received:

Nalle Landscape, LLC  
305 Hickory Drive  
Elgin, Texas 78621

Encino Landscape, Inc.  
P.O. Box 1096  
Cleveland, Texas 77328

Weigelt Enterprises, LLC  
P.O. Box 906  
Dripping Springs, Texas 78620

The Proposal Documents were reviewed and were found to be in order. The GEC has recommended that the contract be awarded to Encino Landscape, Inc. based on the evaluation of the Proposals for the Best Value. If approved, a Notice of Award can be issued to the successful proposer. Following submittal and review of the contract bond and insurance documents, the contract will be executed and a Notice to Proceed can be issued.

**Attached documentation for reference:**

Landscape Maintenance RFQ Response Scoring Form

**Contact for further information:**

Wesley M. Burford, P.E., Director of Engineering



CENTRAL TEXAS  
Regional Mobility Authority

# MEMORANDUM

TO: Mike Heiligenstein  
Executive Director

DATE: March 25, 2011

FROM: Wesley M. Burford, P.E.  
Director of Engineering

SUBJECT: Mobility Authority Landscape Maintenance Services  
Contract Procurement Recommendations

---

On Wednesday, March 23, 2011, **three (3) firms** responded to the Request for Proposals (RFP) issued for Landscape Maintenance Services.

## **Recommendation**

All respondents met the proposal requirements for the specified qualifications and experience. The two proposals were reviewed and evaluated by an Evaluation Committee, and the scoring was compiled. The results are summarized as follows:

<i>Ranking</i>	<i>Firm</i>	<i>Points</i>
<b>1</b>	<b>Encino Landscape, Inc</b>	<b>80.80</b>
<b>2</b>	Weigelt Enterprises, LLC	80.10
<b>3</b>	Nalle Landscape, LLC	78.40

*Maximum number of points: 100*

Based on the results of the evaluation process by the designated Evaluation Committee, I am recommending that the Mobility Authority enter into negotiations for a Landscape Maintenance Contract with **Encino Landscape, Inc.**

Please let me know if you need any additional information.

Landscape  
Maintenance Services  
Contract Procurement

March 2011

# RFQ CRITERIA

15% - Firm Experience

15% - Staff Qualifications

10% - References

5% - DBE Participation

15% - Response to Scope of Services

40% - Price Proposal

100% - TOTAL SCORE

# RESPONSE RESULTS & RECOMMENDATION

		RESPONSE ELEMENTS						
	RANKING	TOTAL SCORE	Firm Experience	Staff Qualifications	References	DBE Participation	Response to Scope of Services	Price Proposal
Encino Landscape, Inc	1	80.80	12.00	12.00	10.00	2.60	10.20	\$556,150.00 34.00
Weigelt Enterprises, LLC	2	80.10	15.00	13.80	7.80	2.30	12.00	\$647,132.50 29.20
Nalle Landscape, LLC	3	78.40	9.45	9.00	6.40	2.15	11.40	\$473,595.00 40.00
<b>MAX POINTS</b>		<b>100</b>	<b>15</b>	<b>15</b>	<b>15</b>	<b>5</b>	<b>15</b>	<b>40</b>

**Central Texas Regional Mobility Authority  
 LANDSCAPE MAINTENANCE SERVICES CONTRACT PROCUREMENT  
 RFQ RESPONSE**

		Ranking	Total Score	RESPONSE ELEMENTS						
				I. Firm Experience	II. Staff Qualifications	III. References	IV. DBE Participation	V. Response to Scope of Services	VI. Price Proposal	
<b>FIRMS</b>	<b>1</b>	Encino Landscape, Inc	<b>1</b>	80.80	12.00	12.00	10.00	2.60	10.20	34.00
	<b>2</b>	Weigelt Enterprises, LLC	<b>2</b>	80.10	15.00	13.80	7.80	2.30	12.00	29.20
	<b>3</b>	Nalle Landscape, LLC	<b>3</b>	78.40	9.45	9.00	6.40	2.15	11.40	40.00
<b>Max Points Possible</b>			<b>100</b>	<b>15</b>	<b>15</b>	<b>10</b>	<b>5</b>	<b>15</b>	<b>40</b>	

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

**RESOLUTION NO. 11-\_\_\_**

**Awarding a Contract for Landscape Maintenance Services for 183A**

WHEREAS, CTRMA issued a request for proposals for landscape maintenance services on the 183A Turnpike on March 2, 2011 (the "RFP"), and three responsive proposals were received by the March 23, 2011 submittal deadline established by the RFP; and

WHEREAS, the responsive proposals were reviewed and evaluated in accordance with CTRMA's procurement policies; and

WHEREAS, after a review and analysis of the proposals by a review team and the Executive Director, the Executive Director recommends awarding contract to Encino Landscape, Inc.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors awards the contract to \_\_\_\_\_ and authorizes the Executive Director to finalize and execute the contract on the terms and conditions acceptable to the Executive Director and consistent with the RFP, CTRMA procurement policies, the awardee's response to the RFP, and this Resolution.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30<sup>th</sup> day of March, 2011.

Submitted and reviewed by:

Approved:

\_\_\_\_\_  
Andrew Martin  
General Counsel for the Central  
Texas Regional Mobility Authority

\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 11-\_\_\_\_  
Date Passed 03/30/11

**MARCH 30, 2011 CTRMA BOARD OF DIRECTORS MEETING  
Summary Sheet**

**AGENDA ITEM # 7**

**Approve a comprehensive development agreement with Central Texas Mobility Constructors to design and construct the Manor Expressway**

**Department: Engineering**

**Associated Costs: \$207,297,859.00**

**Funding Source: TxDOT Toll Equity / Revenue Bonds**

**Board Action Required: Yes**

**Description of Matter:**

**On February 23, 2011, the CTRMA Board of Directors authorized a Committee led by Director of Engineering Wesley M. Burford, P.E. to commence negotiations with the Best Value Proposer, Central Texas Mobility Constructors, regarding the Comprehensive Development Agreement for the design and construction of the Manor Expressway Project.**

**CTRMA staff and Central Texas Mobility Constructors have completed these negotiations. CTRMA staff now seeks Board approval to grant the Executive Director the authority to execute the Design/Build Comprehensive Development Agreement following its review and acceptance by the Attorney General of Texas.**

**Attached documentation for reference:**

**“CTRMA Manor Expressway Design/Build Comprehensive Development Agreement Summary of Key Elements”**

**Contact for further information:**

**Wesley M. Burford, PE, Director of Engineering**



**CTRMA Manor Expressway  
Design/Build Comprehensive Development Agreement  
Summary of Key Elements**



**Project Description**

The proposed Manor Expressway Project is an approximately 6.2-mile section of the US 290 corridor located between US 183 and to just east of State Highway (SH) 130 in eastern Travis County. Currently this section of US 290 exists as a four-lane divided highway. The Manor Expressway Project will widen the existing highway by fully reconstructing it to include a controlled access freeway facility consisting of three tolled mainlanes and three non-tolled frontage road lanes in each direction.

**Design/Build Comprehensive Development Agreement Scope**

The D/B CDA Developer's scope includes the design, construction, and utility relocations for the project.

**Price**

- **\$207,272,859** - Development Price
- **\$25,000** - Recommended Value Add Concept (VAC) #1 - provisions for potential future abutment shaft locations
- **\$207,297,859** - Development Price inclusive of recommended VAC #1

**Schedule**

- Deadline for completion of interim development work is **487** calendar days after the issuance of NTP
- Deadline for construction to be substantially complete is **955** calendar days after issuance of NTP
- Deadline for final acceptance is **120** calendar days after substantial completion

**Escalation**

If NTP has not been issued by the CTRMA as of **9/1/11**, the D/B CDA Developer is entitled to an adjustment in the Development Price. If NTP has not been issued by **2/3/12**, the D/B CDA Developer may seek to negotiate a Change Order, including an extension in time for issuance of NTP, and an increase in the Development Price mutually acceptable to the D/B CDA Developer and the CTRMA.

**Liquidated Damages**

- **\$10,000** for each calendar day after the interim completion deadline
- **\$90,000** for each calendar day after the substantial completion deadline
- **\$5,000** for each calendar day after the acceptance deadline

**Incentive Payment**

- **\$45,000** per day up to an aggregate amount of **\$2,700,000** for early substantial completion
- **\$5,000** per day up to an aggregate of **\$900,000** for early interim completion

**DBE Requirements**

- The DBE participation goal with respect to design services is **12.2%**
- The DBE participation goal with respect to all other Development Work is **12.2%**

**Warranty information**

- **5 years** on pavement, buildings, structures, toll structures, gantries, structural concrete, steel paint system, settlement of roadway grade, and settlement of noise and retaining walls
- **2 years** on signing, traffic signals, and lighting
- **1 year** on turf establishment

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

**RESOLUTION NO. 11-\_\_\_**

**Approve a Comprehensive Development Agreement with Central Texas  
Mobility Constructors to Design and Construct the Manor Expressway**

WHEREAS, by Resolution No. 11-013 approved February 23, 2011, the executive director was authorized to finalize a Design/Build Comprehensive Development Agreement with Central Texas Mobility Constructors for development of the Manor Expressway Project and to present that final proposed agreement to the Board for its approval; and

WHEREAS, the Authority staff and its consultants have negotiated a final proposed Design/Build Comprehensive Development Agreement with Central Texas Mobility Constructors, and the executive director recommends Board approval of the proposed Design/Build Comprehensive Development Agreement set forth in Attachment "A" to this Resolution.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the proposed Design/Build Comprehensive Development Agreement with Central Texas Mobility Constructors set forth as Attachment "A" to this Resolution; and

BE IT FURTHER RESOLVED, that Board of Directors authorizes the Executive Director to complete and execute the Design/Build Comprehensive Development Agreement on behalf of the Authority in the form or substantially the same form set forth in Attachment "A" to this Resolution, and

BE IT FURTHER RESOLVED, that Board of Directors authorizes the Executive Director to issue a Notice to Proceed in accordance with the Design/Build Comprehensive Development Agreement, subject to compliance with of all necessary financial and legal prerequisites to the issuance of the Notice to Proceed.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30<sup>th</sup> day of March, 2011.

Submitted and reviewed by:

Approved:

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Andrew Martin  
General Counsel for the Central  
Texas Regional Mobility Authority

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Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number: 11-\_\_\_  
Date Passed: 3/30/11

**ATTACHMENT "A" TO RESOLUTION 11-**

**Design/Build Comprehensive Development Agreement with  
Central Texas Mobility Constructors**

**[http://www.mobilityauthority.com/monkeewrench/files/board\\_books/7\\_1.pdf](http://www.mobilityauthority.com/monkeewrench/files/board_books/7_1.pdf)**

**MARCH 30, 2011 CTRMA BOARD OF DIRECTORS MEETING  
Summary Sheet**

**AGENDA ITEM # 8**

**Discussion and possible action on a Sustainability Design Competition for the US 290 West/SH 71 West and SH 45 Southwest projects**

**Department: Engineering**

**Associated Costs: Estimated at \$120,000**

**Funding Source: TxDOT Toll Equity Grants**

**Board Action Required: Yes**

**Description of Matter:**

**As part of the Mobility Authority's efforts to increase the overall sustainability of the program, Mobility Authority staff proposes to hold a Sustainability Design Competition for the Oak Hill Expressway (US 290W / SH 71W) and the Manchaca Expressway (SH 45SW). The goal of the competition is to solicit innovative and cost-effective sustainable features not previously considered. Staff will coordinate with TxDOT throughout the competition, ultimately blending selected sustainable elements into the NEPA processes for consideration on both projects.**

**It is estimated that the total cost of the competition for the CTRMA would be approximately \$120,000. This includes award money for the top competition winners and facilitation costs. Mobility Authority staff is seeking Board approval to Authorize this competition.**

**Attached documentation for reference:**

**Sustainability Design Competition Summary Document**

**Contact for further information:**

**Wesley M. Burford, P.E., Director of Engineering**



# CTRMA SUSTAINABILITY DESIGN COMPETITION

## INTRODUCTION

A **Sustainability Design Competition** can help to solicit innovative, “green” concepts and ideas, as well as to promote sustainability within the roadway design process. A **Low Impact Development Design Competition** was held by the **Houston Land/Water Sustainability Forum** in fall 2009/spring 2010. Using this competition as a model, the Mobility Authority plans to sponsor a sustainability design competition for two projects within the Authority’s program. This effort would likely result in the identification of cost-effective ideas not previously considered and would promote the Mobility Authority as a regional sustainability leader.

## DESIGN COMPETITION ELEMENTS

**Project(s)** – US 290 West/SH 71 West and SH 45 Southwest

**Teams** – Blend of Civil Engineers, Architects, and Landscape Architects (\$250 registration fee per team)

### **Sustainability Scope –**

- Stormwater Detention and Quality
- Low Impact Development
- Air Quality (Emissions Reduction)
- Context Sensitive Design
- Noise and Light Pollution
- Pavement Design
- Materials and Resources
- Construction Practices
- Maintenance / Operations Costs

### **Submission Requirements –**

- Part 1 – Written proposal and foam-core presentation board (submitted by all teams)
- Part 2 – PowerPoint presentation (submitted at a later date by selected finalists)

### **Judging –**

- Part 1 – Panel of judges with technical expertise reviews all submittals and selects finalists
- Part 2 – Panel of high-profile judges attends finalist presentations open to the public and selects winners

**Awards** – Cash awards given to top three teams

### **Competition/NEPA Process Timeline –**

Date (2011)	Design Competition	NEPA Process
March 30	CTRMA Board Approval	
April 1	Begin Advertising Competition	
May 1	Release RFP/ Open Registration	
June 1		Procurement Complete
July 1	Close Registration	
August 1	Team Submittals Due	
Sept 1	Finalists Announced	NTP Issued/Begin Purpose and Need
Oct 1	Final Presentations/ Awards Ceremony	<div style="text-align: center;"> </div> Identification of Alternatives

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

**RESOLUTION NO. 11-\_\_\_**

**Authorizing a Sustainability Design Competition for the Oak Hill Expressway  
(US290W/SH71W) and Manchaca Expressway (SH45SW) Corridors**

WHEREAS, the Central Texas Regional Mobility Authority is committed to identifying and implementing innovative, cost-effective, and sustainable roadway design features in CTRMA projects; and

WHEREAS, a proven method of encouraging and identifying innovative design measures is to sponsor a design competition; and

WHEREAS, the Executive Director has described and recommended to the Board of Directors a CTRMA Sustainability Design Competition to solicit innovative design concepts for sustainable roadways.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors approves a Sustainability Design Competition sponsored by the Central Texas Regional Mobility Authority, and authorizes the Executive Director to undertake the design competition in accordance with the competition described in his presentation to the Board of Directors.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of March, 2011.

Submitted and reviewed by:

Approved:

\_\_\_\_\_  
Andrew Martin  
General Counsel for the Central  
Texas Regional Mobility Authority

\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 11-\_\_\_  
Date Passed 3/30/2011

# Sustainability Design Competition

CTRMA Board of Directors Meeting  
March 30, 2011

# Overview

- **Goal:** Incorporate Sustainable Design Features into CTRMA projects
- **Method:** Hold a Sustainability Design Competition to gather ideas from the community
- **Model:** Houston Land & Water Sustainability Forum Low Impact Development Design Competition (2009/2010)
- **Result:** Coordinate with TxDOT to Blend Sustainable Features into the NEPA Process for consideration on the US 290 West/SH 71West and SH 45 Southwest Projects



CENTRAL TEXAS  
Regional Mobility Authority



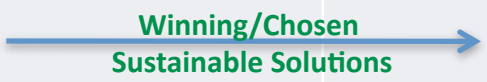
# Houston Competition

- **Project: Independence Parkway, Harris County**
- **Teams:**
  - Blend of Civil Engineers, Architects, and Landscape Architects
  - \$250 per Team Registration Fee
- **Designs Requirements:**
  - Incorporate Low Impact Development (LID) Techniques
  - Reduce Impervious Cover
  - Reduce Stormwater Pollution
  - Reduce Long Term Maintenance Costs
- **Submissions Included:**
  - Foamcore Presentation Boards
  - Electronic Submission of Design (written overview, plans, costs, etc.)
- **Judging:**
  - Part 1 - Review of Design Submissions, Finalists Selected
  - Part 2 - Finalists Made Public Presentations, Panel of Judges Chose Winners
- **Awards/Funding:**
  - \$15,000 to Winner of Each Category
  - Funded Primarily through Sponsorship

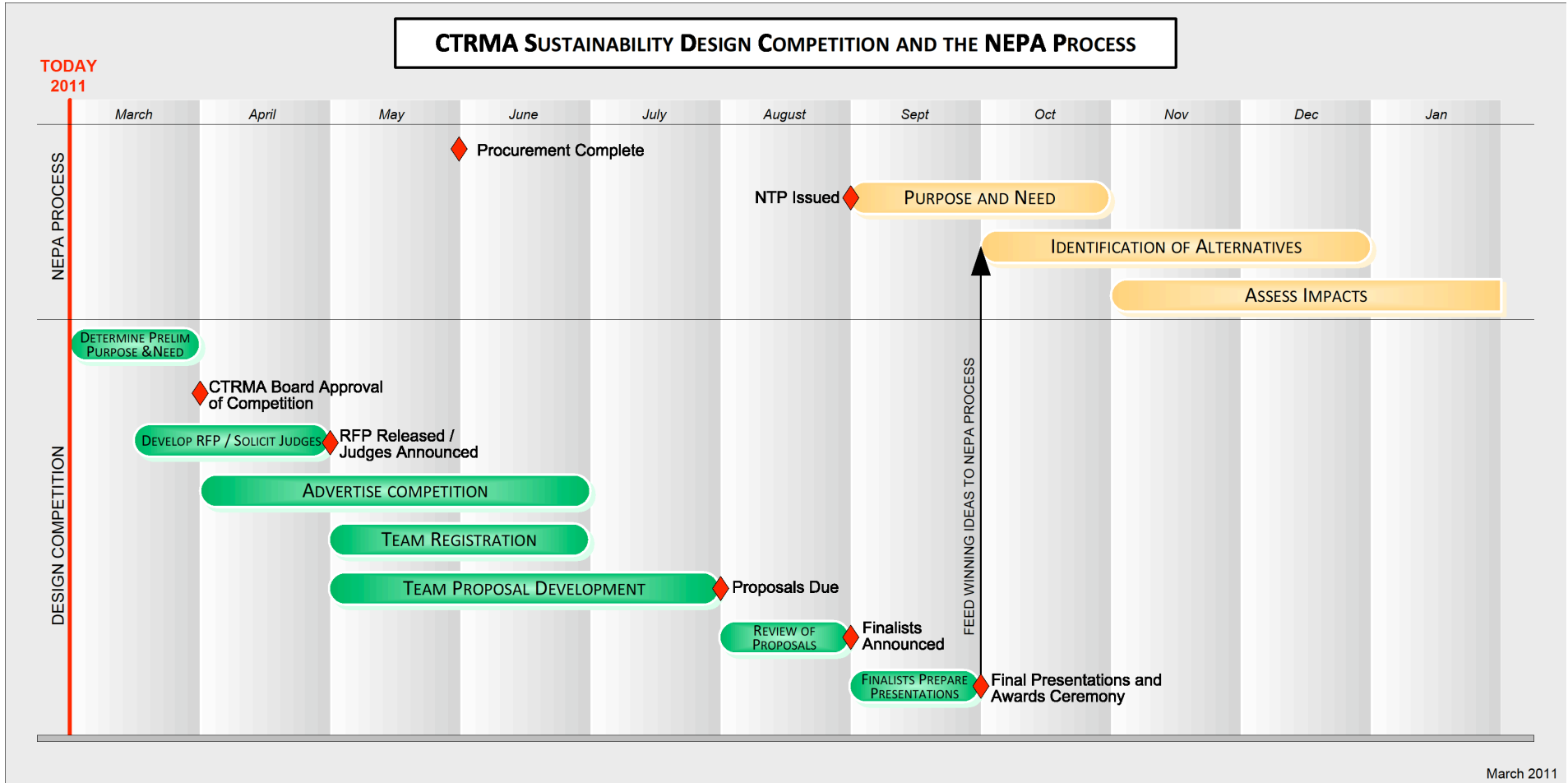
# CTRMA Sponsored Competition

- Project – US 290 West/SH 71 West and SH 45 Southwest
- Expand Scope to Include:
  - Stormwater Detention & Quality
  - Air Quality / Emissions Reductions
  - Use of Recycled/Sustainable Materials and Resources
  - Noise and Light Pollution
  - Pavement Design
  - Context Sensitive Design
  - Sustainable Construction Practices
  - Reduced Operations and Maintenance Costs
- Solicit High Profile Judges to Increase Public Awareness of Comp.
- Hold Finals Event Open to Public – Invite Public Interest Groups to Watch Presentations
- Seek Sponsorship for Funding of Awards (ASCE, AIA, Other Professional Societies)
- Partner with TxDOT to Blend Ideas into NEPA Process

# Proposed Timeline

Date (2011)	Design Competition	NEPA Process
March 30	CTRMA Board Approval	
April 1	Begin Advertising Competition	
May 1	Release RFP/ Open Registration	
June 1		Procurement Complete
July 1	Close Registration	
August 1	Team Submittals Due	
Sept 1	Finalists Announced	NTP Issued/Begin Purpose and Need
Oct 1	Final Presentations/ Awards Ceremony	 Identification of Alternatives

# Competition and NEPA Process Flowchart



**MARCH 30, 2011 CTRMA BOARD OF DIRECTORS MEETING  
Summary Sheet**

**AGENDA ITEM # 9**

**Discussion and Possible Action on a Request to Issue a Request for Proposals to provide Communication and Marketing Services.**

**Department: Communications**

**Associated Costs: None**

**Board Action Required: Yes**

**Description of Matter: Staff is requesting approval to advertise for a Communications and Marketing consultant. The current contract with Hahn, Texas expires September 1, 2011. Staff plans to solicit proposals in April, to score proposals in May/June and to recommend a preferred firm to the Board at the July Board meeting.**

**Contact for further information:**

**Steve Pustelnyk, Director of Communications**



CENTRAL TEXAS  
Regional Mobility Authority

# Memo

To: Board Members  
From: Steve Pustelnyk  
Date: March 21, 2011  
Re: Recommendation to Advertise for Communication and Marketing Consultant Services

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The Mobility Authority's contract with our existing Communication and Marketing Consultant, HahnTexas is set to expire in September 2011. The current HahnTexas contract was originally approved by the Board in 2007 and was for a two year period. The contract provided for two one year extensions, which the Board approved in 2009 and 2010. The contract does not provide for any additional extensions and will expire on September 1, 2011. In order to have a new contract in place by September, staff is requesting approval from the Board of Directors to issue a competitive Request for Proposals for Communication and Marketing Services.

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

**RESOLUTION NO. 11-\_\_**

Authorizing Procurement of Communication and Marketing Consulting Services

WHEREAS, the Central Texas Regional Mobility Authority currently receives communication and marketing consulting services under a contract with Hahn, Texas, that expires September 1, 2011; and

WHEREAS, the Board desires that the Executive Director request proposals from firms interested in providing communication and marketing consulting services to the Authority, and to evaluate all such proposals and make a recommendation to the Board for the provision of communication and marketing services.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors authorizes and directs the Executive Director to prepare and issue a request for proposals for communication and marketing consulting services from interested firms, in accordance with the Authority's procurement policies and applicable laws and regulations; and

BE IT FURTHER RESOLVED, that the Executive Director shall establish a process to review responses to the request for proposals and shall make a recommendation to the Board of Directors concerning communication and marketing consulting services based on "best value" to the Authority as established by criteria set forth in the request for proposals.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30<sup>th</sup> day of March, 2011.

Submitted and reviewed by:

Approved:

\_\_\_\_\_  
Andrew Martin, General Counsel  
Central Texas Regional Mobility Authority

\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 11-\_\_\_\_  
Date Passed: 03/30/11

**MARCH 30, 2011 CTRMA BOARD OF DIRECTORS MEETING  
Summary Sheet**

**AGENDA ITEM # 10**

**Presentation and Action on Acceptance of Monthly Financial Reports**

**Department:** Finance

**Associated Costs:** None

**Board Action Required:** Yes

**Description of Matter:**

**Presentation and acceptance of monthly financial report for February 2011**

**Attached documentation for reference: Financials**

**Contact for further information: Bill Chapman, Chief Financial Officer**



**Central Texas Regional Mobility Authority  
Income Statement  
All Operating Departments**

Revenue	Budget	Actual Year	Percent	Actual Year
	FY 2011	To Date 2/28/2011	Of Budget	To Date 2/28/2010
Toll Revenue-TxTag-183A	17,000,000	10,363,080	60.96%	9,633,169
Toll Revenue-HCTRA-183A	540,000	425,149	78.73%	340,791
Toll Revenue-NTTA-183A	340,000	261,481	76.91%	223,491
Video Tolls	2,800,000	2,125,846	75.92%	1,801,437
Fee Revenue	1,350,000	833,626	61.75%	864,530
<b>Total Operating Revenue</b>	<b>22,030,000</b>	<b>14,009,181</b>	<b>63.59%</b>	<b>12,863,418</b>
Interest Income	60,000	167,565	279.28%	237,795
Grant Revenue	0	20,850,493		0
Misc Revenue	6,600	1,650	25.00%	0
Gain/Loss on Disposal of Asset	0	1,000		0.00
<b>Total Revenue</b>	<b>22,096,600</b>	<b>35,029,890</b>	<b>158.53%</b>	<b>13,101,213</b>

Expenditures	Budget	Actual Year	Percent	Actual Year
	FY 2011	To Date 2/28/2011	Of Budget	To Date 2/28/2010
<b>Salary &amp; Wage Expense</b>				
Regular salaries	1,898,467	1,077,563	56.76%	1,047,027
Part Time salaries	14,000	6,146	43.90%	334
Overtime	4,000	0		0
Contractual Employees	105,000	29,550	28.14%	-13,098
TCDRS	286,111	154,527	54.01%	145,111
FICA	97,483	42,310	43.40%	38,612
Medicare	28,901	15,203	52.60%	14,816
Health Insurance	213,300	99,280	46.54%	93,916
Life Insurance	6,618	3,770	56.97%	3,523
Auto Allowance	9,000	6,248	69.42%	5,513
Other Benefits	167,144	35,480	21.23%	30,847
Unemployment Taxes	4,959	2,860	57.67%	658
Salary Reserve	78,719	0		0
<b>Total Salaries &amp; Wages</b>	<b>2,913,702</b>	<b>1,472,939</b>	<b>50.55%</b>	<b>1,367,258</b>

**Contractual Services**

**Professional Services**

Accounting	9,800	5,655	57.71%	4,292
Auditing	54,000	42,650	78.98%	43,057
General Engineering Consultant	1,600,000	625,873	39.12%	365,535
General System Consultant	175,000	5,016	2.87%	44,249
Image Processing	610,000	497,614	81.58%	404,931
Facility maintenance	90,000	57,243	63.60%	57,323
HERO	0	520,061		0
Human Resources	12,000	14,796	123.30%	1,284
Legal	400,000	77,778	19.44%	85,260
Photography	15,000	13,100	87.33%	6,798
<b>Total Professional Services</b>	<b>2,965,800</b>	<b>1,859,786</b>	<b>62.71%</b>	<b>1,020,016</b>

Expenditures	Budget	Actual Year	Percent	Actual Year
	FY 2011	To Date 2/28/2011	Of Budget	To Date 2/28/2010
<b>Other Contractual Services</b>				
IT Services	65,000	25,231	38.82%	35,564
Graphic Design Services	13,500	1,580	11.70%	8,075
Website Maintenance	45,000	25,438	56.53%	15,103
Research Services	20,000	26,089	130.45%	5,000
Copy Machine	13,500	4,896	36.27%	3,602
Software licenses	23,000	7,387	32.12%	7,909
ETC system Maintenance	1,288,000	393,028	30.51%	719,009
ETC Development	125,000	16,555	13.24%	22,928
ETC Testing	30,000	0		28,718
Communications and Marketing	170,000	102,435	60.26%	86,707
Advertising	25,000	39,364	157.46%	7,323
Direct Mail	5,000	0		0
Video Production	5,000	0		1,884
Television	5,000	0		0
Radio	20,000	0		-30
Other Public Relations	2,500	0		0
Law Enforcement	245,000	134,792	55.02%	130,454
Special Assignments	5,000	0		0
Traffic Management	72,000	36,240	50.33%	11,674
Emergency Maintenance	10,000	0		0
Roadway Maintenance Contract	300,000	39,500	13.17%	345,111
Landscape Maintenance	200,000	81,544	40.77%	82,847
Signal & Illumination Maintenance	250,000	89,651	35.86%	152,452
Mowing and Litter Control	300,000	49,051	16.35%	16,050
Hazardous Material Cleanup	10,000	0		0
Striping	50,000	0		22,367
Graffiti Removal	10,000	1,900	19.00%	800
Cell Phones	7,500	5,660	75.47%	3,846
Local	16,500	6,211	37.64%	7,312
Long Distance	750	192	25.54%	186
Internet	6,600	2,078	31.48%	2,643
Fiber Optic System	63,000	29,783	47.27%	20,675
Other Communication Expense	1,500	1,220	81.32%	721
Subscriptions	1,600	52	3.24%	488
Memberships	22,500	21,650	96.22%	4,820
Continuing Education	3,000	3,100	103.33%	1,350
Professional Development	5,000	0		305
Seminars and Conferences	32,500	11,320	34.83%	13,645
Staff-Travel	81,500	23,748	29.14%	41,296
Other Contractual Svcs	0	153		0
Roadway maintenance contract	0	13,875		311
TxTag Collection Fees	1,767,200	886,874	50.19%	723,580
Contractual Contingencies	160,500	11,748	7.32%	114
<b>Total Other Contractual Services</b>	<b>5,477,150</b>	<b>2,092,343</b>	<b>38.20%</b>	<b>2,524,839</b>
<b>Total Contractual Expenses</b>	<b>8,442,950</b>	<b>3,952,129</b>	<b>46.81%</b>	<b>3,544,855</b>

Expenditures	Budget FY 2011	Actual Year To Date 2/28/2011	Percent Of Budget	Actual Year To Date 2/28/2010
<b>Materials and Supplies</b>				
Books & Publications	12,800	9,522	74.39%	6,512
Office Supplies Expense	12,000	4,533	37.78%	1,692
Computer Supplies Expense	7,500	2,888	38.51%	3,615
Copy Supplies Expense	2,000	649	32.44%	24
Annual Report Printing	10,000	5,354	53.54%	8,734
Other Printed Reports	20,000	381	1.91%	11,920
Direct Mail-printing Expense	5,000	0		0
Office Supplies-printed	1,000	1,693	169.33%	475
Promotional Items expense	10,000	3,235	32.35%	208
Displays	5,000	0		0
Tools & Equipment Expense	1,500	14	0.93%	374
Misc Materials & Supplies	3,700	82	2.21%	2,536
<b>Total Materials &amp; Supplies Exp</b>	<b>120,500</b>	<b>28,352</b>	<b>23.53%</b>	<b>36,087</b>

<b>Expenditures</b>	<b>Budget FY 2011</b>	<b>Actual Year To Date 2/28/2011</b>	<b>Percent Of Budget</b>	<b>Actual Year To Date 2/28/2010</b>
<b>Operating Expenses</b>				
Gasoline Expense	3,500	2,329	66.55%	1,917
Mileage Reimbursement	8,250	2,087	25.30%	2,645
Toll Tag Expense	4,375	1,814	41.47%	1,587
Parking	39,270	24,010	61.14%	17,147
Meeting Facilities	1,200	100	8.33%	0
Community Events	5,000	500	10.00%	500
Meeting Expense	5,400	2,280	42.23%	1,839
Public Notices	2,400	0		268
Postage	6,000	452	7.53%	-202
Overnight Delivery Services	3,750	72	1.92%	2,482
Local Delivery Services	3,650	706	19.34%	1,224
Insurance	125,000	26,141	20.91%	52,092
Repair and Maintenance	700	158	22.57%	333
Repair & Maintenance-Vehicles	2,900	650	22.43%	1,117
Repair and Maintenance Toll Equip	15,000	0		1,030
Rent	212,000	124,838	58.89%	127,055
Water	7,500	3,270	43.60%	3,058
Electricity	121,100	41,919	34.61%	45,681
Community Initiative Grants	65,000	50,750	78.08%	35,000
Other Licenses	250	235	94.00%	235
<b>Non Cash Operating Expenses</b>				
Amortization Expense	1,225,000	819,744	66.92%	814,562
Dep Exp- Furniture & Fixtures	19,000	11,239	59.15%	12,484
Dep Expense - Equipment	15,000	9,585	63.90%	9,585
Dep Expense - Autos & Trucks	4,000	2,622	65.56%	2,622
Dep Expense-Buildng & Toll Fac	177,000	117,706	66.50%	117,706
Dep Expense-Highways & Bridges	5,000,000	3,311,471	66.23%	3,311,064
Dep Expense-Communic Equip	197,000	130,051	66.02%	131,300
Dep Expense-Toll Equipment	465,000	307,854	66.21%	307,854
Dep Expense - Signs	135,000	88,845	65.81%	88,845
Dep Expense-Land Improvemts	52,000	34,389	66.13%	34,389
Depreciation Expense-Computers	410,000	7,041	1.72%	246,012
<b>Total Operating Expense</b>	<b>8,331,245</b>	<b>5,122,860</b>	<b>61.49%</b>	<b>5,371,431</b>
<b>Financing Expenses</b>				
Arbitrage Rebate Expense	6,000	3,500	58.33%	2,500
Loan Fees	12,500	11,500	92.00%	11,500
Bond Issuance Cost	30,000	5,000	16.67%	5,000
Trustee Fees	2,000	0		0
Bank Fees	7,500	4,469	59.58%	4,230
Interest Expense	11,750,000	7,891,417	67.16%	8,109,489
Contingency	15,000	0		0
<b>Non Cash Financing Expenses</b>				
Bond Issuance Expense	620,280	197,622	31.86%	485,667
<b>Total Financing Expense</b>	<b>12,443,280</b>	<b>8,113,507</b>	<b>65.20%</b>	<b>8,618,385</b>
<b>Other Gains or Loss</b>				
<b>Total Expenses</b>	<b>32,251,677</b>	<b>18,689,787</b>	<b>57.95%</b>	<b>18,938,017</b>
<b>Net Income</b>	<b>-10,155,077</b>	<b>16,340,103</b>		<b>-5,836,804</b>

**Central Texas Regional Mobility Authority  
Balance Sheet**

As of

February 28, 2011

February 28, 2010

**Assets**

**Current Assets**

Cash in Regions Operating Account		3,379		232,060
Cash In TexSTAR	46,771		89,579	
Regions Payroll Account	(2,196)		8,189	
<b>Restricted cash/cash equivalents</b>				
Fidelity Government MMA	15,074,754		8,134,357	
Restricted Cash-TexStar	77,904,411		21,539,379	
Regions SIB account	13,175,232		30,508,775	
Overpayment accounts	16,465		7,391	
<b>Total Cash and Cash Equivalents</b>		106,215,439		60,519,729
Accounts Receivable	47,995		89,937	
Due From Employees	375		0	
Due From TTA	399,123		514,193	
Due From NTTA	31,445		26,145	
Due From HCTRA	46,790		35,249	
Due From TxDOT	6,214,856		0	
Due From Federal Government	533,152		0	
Interest Receivable	99,439		61,663	
<b>Total Receivables</b>		7,373,175		727,188
<b>Short Term Investments</b>	0			
Certificates of Deposit		3,100,000		6,100,000
Investment in Government Agencies		8,457,900.5		6,567,687
<b>Other Current Assets</b>				
Prepaid Insurance	55,452		65,773	
<b>Total Current Assets</b>		125,205,345		73,980,377

**Construction Work In Process**

**139,264,515** **41,255,556**

**Fixed Assets**

Computers(net)		36,433		130,262
Computer Software(net)		1,677,285		2,843,661
Furniture and Fixtures(net)		20,614		38,095
Equipment(net)		50,378		48,105
Autos and Trucks(net)		1,311		5,244
Buildings and Toll Facilities(net)		6,402,984		6,579,542
Highways and Bridges(net)		179,375,258		184,342,465
Communication Equipment(net)		1,193,863		1,389,396
Toll Equipment(net)		2,785,066		3,322,875
Signs(net)		5,133,516		5,266,784
Land Improvements(net)		912,332		963,916
Right of Way		23,683,553		23,683,553
Leasehold Improvements		61,507		67,358
<b>Total Fixed Assets</b>		221,334,099		228,681,255

**Long Term Investments**

GIC (Restricted )		71,299,619		0
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**Other Assets**

Security Deposits		9,483		9,483
Intangible Assets		650		650
Total Bond Issuance Costs		10,581,579		8,530,433

**Total Assets**

**567,695,290**

**352,457,755**

## Liabilities

### Current Liabilities

Accounts Payable	2,479,468	147,152
Overpayments	16,972	7,612
Interest Payable	3,665,623	1,388,174
Due to other Funds	0	76,027
Deferred Compensation Payable	4,934	0
TCDRS Payable	25,828	22,939
Other	979	0
Due to State of Texas	3,276	1,393
<b>Total Current Liabilities</b>	<b>6,197,079</b>	<b>1,643,297</b>

### Long Term Liabilities

Accrued Vac & Sick Leave Paybl	205,137	205,137
Retainage Payable	(286,830)	143,333
Senior Lien Revenue Bonds 2005	172,698,781	171,799,426
Senior Lien Revenue Bonds 2010	97,516,323	
Sn Lien Rev Bnd Prem/Disc 2005	4,816,525	4,979,464
Sn Lien Rev Bnd Prem/Disc 2010	214,712	
Subordinated Lien Bond 2010	45,000,000	0.00
TIFIA note 2008	76,434,014	72,978,006.38
2009 Regions Build America Bnd	0	15,000,000
2009 Region's BAB Discount	0	(37,500)
2009 BAB's Payable	0	14,962,500.03
2010 Regions BAB's Payable	59,955,000	0.00
2009 State Infrastructure loan	32,805,187	31,840,909.18
Total Long Term Liabilities	<b>489,358,848</b>	<b>296,908,776</b>
<b>Total Liabilities</b>	<b>495,555,928</b>	<b>298,552,072</b>

### Net Assets Section

Contributed Capital	18,334,846	18,334,846
Net Assets beginning	37,464,414	41,407,641
Current Year Operations	16,340,103	(5,836,804)
<b>Total Net Assets</b>	<b>53,804,517</b>	<b>35,570,837</b>
<b>Total Liabilities and Net Assets</b>	<b>567,695,290</b>	<b>352,457,755</b>

**CTRMA INVESTMENT REPORT**

Month Ending 2/28/2011							
	Balance 1/31/2011	Additions	Discount Amortization	Accrued Interest	Withdrawals	Balance 2/28/2011	Rate Feb 2011
<b>Amount in Trustee TexStar</b>							
183A/290E Project Acct	484,238.14			24.77	377,623.65	106,639.26	0.148%
2010 Senior Lien Construction Fund	5,497.67			0.62		5,498.29	0.148%
2010-1 Sub Liien Projects	4,165.11			0.47		4,165.58	0.148%
2010 Regions Project Acct	56,169,144.21			6,352.96	288,385.01	55,887,112.16	0.148%
General Fund	1,194,844.34			135.28		1,194,979.62	0.148%
Trustee Operating Fund	127,162.85	1,124,248.92		28.45	650,000.00	601,440.22	0.148%
Renewal & Replacement Fund	152,951.87			17.32		152,969.19	0.148%
TxDOT Grant Fund	5,209,223.43			589.77		5,209,813.20	0.148%
Revenue Fund	620.78			1.61		622.39	0.148%
2005 Debt Service Reserve Fund	4,823,853.42			546.14		4,824,399.56	0.148%
2010 Senior Lien DSF	2,068.46			0.23		2,068.69	0.148%
2010 Senior Lien Debt Service Reserve Fund	6,751,085.29			764.34		6,751,849.63	0.148%
2010-2Sub Lien Debt Service Reserve Fund	659,787.45			74.70		659,862.15	0.148%
2010-1Sub Lien Debt Service Reserve Fund	2,502,319.94			283.31		2,502,603.25	0.148%
2010-1 COI Sub Lien	0.00			0.00	0.00	0.00	0.148%
2010 Senior Lien Capitalized Interest	841.66			0.10		841.76	0.148%
2010-1 Sub Liien Capitalized Interest	419.71			0.05		419.76	0.148%
2010-2 Sub Liien Capitalized Interest	126.67			0.01		126.68	0.148%
	<b>78,088,351.00</b>	<b>1,124,248.92</b>	<b>0.00</b>	<b>8,820.13</b>	<b>1,316,008.66</b>	<b>77,905,411.39</b>	
<b>Amount in TexStar Operating Fund</b>	<b>46,762.07</b>	<b>650,000.00</b>		<b>9.42</b>	<b>650,000.00</b>	<b>46,771.49</b>	<b>0.148%</b>

**CTRMA INVESTMENT REPORT**

Month Ending 2/28/2011							Rate
Balance 1/31/2011	Additions	Discount Amortization	Accrued Interest	Withdrawals	Balance 2/28/2011		Feb 2011
<b>Fidelity Money Market Fund</b>							
Operating Fund	373,437.23	750,809.44		2.25	1,124,248.92	0.00	0.001%
2010-2 183A/290E Project Acct	0.00	377,623.65		0.53	377,623.65	0.53	0.001%
2010-1 Sub Lien Project Acct	0.05	3,430,800.49			2,383,682.67	1,047,117.87	0.001%
2010 Senior Lien Construction Fund	14,460.06	432,092.28		0.37	446,552.71	0.00	0.001%
Other Obligations Fund	12,495.61			0.11		12,495.72	0.001%
Debt Service Fund 2005	772,609.07	619,958.33		5.37		1,392,572.77	0.001%
2010 Senior DSF	12.40					12.40	0.001%
2010 Sn Lien DSA	0.00					0.00	0.001%
Subordinate Lien TIFIA DS Fund	7,880.78			0.07		7,880.85	0.001%
2010-2 BABs Supplemental Security	262,840.11			4.32		262,844.43	0.001%
2010-2 Debt Service Account	0.00					0.00	0.001%
2010-2 Cap I Fund	2,816.91			0.07		2,816.98	0.001%
2010 CAP Interest Senior lien	0.00	0.00			0.00	0.00	0.001%
2010-1 CAP Interest	0.00					0.00	0.001%
2010-1 Debt Service Acct	0.00					0.00	0.001%
2010-1 Sub lien supplemental Security	712,043.77			7.02		712,050.79	0.001%
2010 Regions BABs Project Account	210,176.42	288,385.01			498,561.43	0.00	0.001%
2010 Regions BABs Debt Service Account	179,667.21	180,833.33		1.53	180,833.33	179,668.74	0.001%
TxDOT Grant Fund	28,413.76			2,662.98		31,076.74	0.001%
Renewal and Replacement	5,012.12	100,000.00		0.04		105,012.16	0.001%
Revenue Fund	813,776.34	1,782,366.26		9.12	1,730,957.62	865,194.10	0.001%
General Fund	2,873,242.72	6,813,508.12		15.72	7,208,586.52	2,478,180.04	0.001%
2010 Senior DS Reserve Fund	1,235,172.97			15,010.07		1,250,183.04	0.001%
2010-1 Debt Service Reserve Fund	191,250.61	16,459.87		4.59		207,715.07	0.001%
2010-2 Debt Service Reserve Fund	20,466.67	6,924.12		0.41		27,391.20	0.001%
Debt Service Reserve Fund 2005	6,170,240.51			300.30		6,170,540.81	0.001%
	<b>13,886,015.32</b>	<b>14,799,760.90</b>	<b>0.00</b>	<b>18,024.87</b>	<b>13,951,046.85</b>	<b>14,752,754.24</b>	
<b>Amount in Region's MMA SIB Loan</b>	<b>14,558,351.40</b>			<b>2,086.38</b>	<b>1,385,205.39</b>	<b>13,175,232.39</b>	<b>0.003%</b>



**CTRMA INVESTMENT REPORT**

Month Ending 2/28/2011							Rate
Balance 1/31/2011	Additions	Discount Amortization	Accrued Interest	Withdrawals	Balance 2/28/2011		Feb 2011
<b>Amount in Bayerische Landesbank GIC</b>							
Subordinate Lien Cap-I 2010-1	1,921,437.48		857.11		1,922,294.59		0.500%
Subordinate Lien Cap-I 2010-2	683,864.59		297.04		684,161.63		0.500%
Senior Lien Cap-I 2010	6,806,290.95		5,075.45		6,811,366.40		0.880%
Subordinate Lien Project Fund 2010-1	3,430,771.90		28.59	3,430,800.49	0.00		0.300%
Senior Lien Project Fund 2010	62,591,396.63		44,335.57	754,092.28	61,881,639.92		0.850%
	<b>75,433,761.55</b>	<b>0.00</b>	<b>0.00</b>	<b>50,593.76</b>	<b>4,184,892.77</b>	<b>71,299,462.54</b>	
<b>Amount in Fed Agencies</b>							
Amortized Principal	8,463,853.46		(4,703.77)		8,459,149.69		
Accrued Interest				9,076.50			
	<b>8,463,853.46</b>	<b>0.00</b>	<b>(4,703.77)</b>		<b>0.00</b>	<b>8,459,149.69</b>	
<b>Certificates of Deposit</b>							
Total in Pools	3,100,000.00	3,000,000.00			3,000,000.00	3,100,000.00	
Total in Money Market	78,135,113.07	1,774,248.92		8,829.55	1,966,008.66	77,952,182.88	
Total in Fed Agencies	28,444,366.72	14,799,760.90		20,111.25	15,336,252.24	27,927,986.63	
Bayerische Landesbank GIC	8,463,853.46	0.00	(4,703.77)		0.00	8,459,149.69	
	75,433,761.55	0.00		50,593.76	4,184,892.77	71,299,462.54	
<b>Total Invested</b>	<b>193,577,094.80</b>	<b>19,574,009.82</b>	<b>(4,703.77)</b>	<b>79,534.56</b>	<b>24,487,153.67</b>	<b>188,738,781.74</b>	

All Investments in the portfolio are in compliance with the CTRMA's Investment policy.

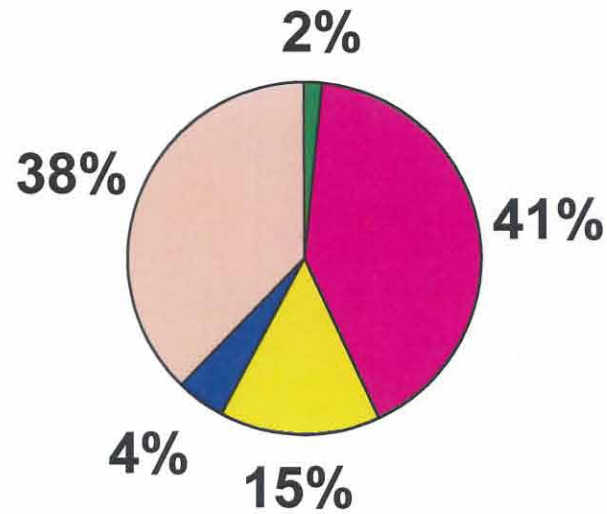
William Chapman, CFO

CTRMA INVESTMENT REPORT

Month Ending 2/28/2011					
Balance 1/31/2011	Additions	Discount Amortization	Accrued Interest	Withdrawals	Balance 2/28/2011

Rate  
Feb 2011

Allocation of Funds



■ Certificates of Deposit	■ Total in Pools	■ Total in Money Market
■ Total in Fed Agencies	■ Bayerische Landesbank GIC	

Amount of investments As of February 28, 2011

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
Federal Farm Credit	31331J2B8	1,997,836.00	1,998,268.80	1,991,840.00	1.000280%	11/22/2010	2/15/2013	TxDOT Grant Fund
Fannie Mae	31398AW32	1,002,500.00	1,002,013.89	1,002,340.00	1.38%	7/19/2010	7/19/2013	2010-1Subordinate DSRF
San Antonio Water Utilities	79642BLM3	200,000.00	200,000.00	199,084.00	1.109%	11/23/2010	5/15/2012	2010-2 DSRF
San Antonio Water Utilities	79642BLN1	190,000.00	190,000.00	188,168.40	1.457%	11/23/2010	5/15/2013	2010-2 DSRF
Fannie Mae	3136FPAD9	1,514,454.00	1,513,008.60	1,474,680.00	2.000%	11/15/2010	8/24/2015	2010 Sn Lien DSRF
Fannie Mae	3136FPFP7	500,000.00	500,000.00	499,955.00	0.625%	9/17/2010	9/17/2013	Renewal and Replacement
Federal Home loan Bank	3137EABY4	3,064,452.00	3,055,858.40	3,053,310.00	0.40048%	12/23/2010	3/23/2012	TxDOT Grant Fund
		<u>8,469,242.00</u>	<u>8,459,149.69</u>	<u>8,409,377.40</u>				

Agency	CUSIP #	COST	Cummulative Amortization	2/28/2011		Interest Income February 2011		
				Book Value	Maturity Value	Accrued Interest	Amortizatuion	Interest Earned
Federal Farm Credit	31331J2B8	1,997,836.00	432.80	1,998,268.80	2,000,000.00	(807.77)	144.27	(663.50)
Fannie Mae	31398AW32	1,002,500.00	486.11	1,002,013.89	1,000,000.00	1,145.83	(69.44)	1,076.39
San Antonio Water Utilities	79642BLM3	200,000.00	0.00	200,000.00	200,000.00	184.83		184.83
San Antonio Water Utilities	79642BLN1	190,000.00	0.00	190,000.00	190,000.00	230.69		230.69
Fannie Mae	3136FPAD9	1,514,454.00	1,445.40	1,513,008.60	1,500,000.00	2,750.00	(481.80)	2,268.20
Fannie Mae	3136FPFP7	500,000.00	0.00	500,000.00	500,000.00	260.42	0.00	260.42
Federal Home loan Bank	3137EABY4	3,064,452.00	8,593.60	3,055,858.40	3,000,000.00	5,312.50	(4,296.80)	1,015.70
		<u>8,469,242.00</u>	<u>10,957.91</u>	<u>8,459,149.69</u>	<u>8,390,000.00</u>	<u>9,076.50</u>	<u>(4,703.77)</u>	<u>4,372.73</u>

# INVESTMENTS by FUND

Balance  
February 28, 2011

<b>Renewal &amp; Replacement Fund</b>			<b>TexSTAR</b>	<b>77,952,182.88</b>
TexSTAR	152,969.19		CD's	3,100,000.00
Fidelity	105,012.16		Fidelity	14,752,754.24
Agencies	500,000.00	757,981.35	SIB	13,175,232.39
<b>TxDOT Grant Fund</b>			Agencies	8,459,149.69
TexSTAR	5,209,813.20		Bayerische GIC	71,299,462.54
Fidelity	31,076.74			
CD's	100,000.00			\$ 188,738,781.74
Agencies	5,054,127.20	10,395,017.14		
<b>Subordinate Lien DS Fund 05</b>				
Fidelity	7,880.85	7,880.85		
<b>Debt Service Reserve Fund 05</b>				
TexSTAR	4,824,399.56			
Fidelity	6,170,540.81			
CD's	3,000,000.00			
Agencies		13,994,940.37		
<b>Debt Service Fund 05</b>				
Fidelity	1,392,572.77	1,392,572.77		
<b>2010 Senior Lien DSF</b>				
TexSTAR	2,068.69			
Fidelity	12.40			
Agencies		2,081.09		
<b>Other Obligations Fund</b>				
Fidelity	12,495.72	12,495.72		
<b>Operating Fund</b>				
TexSTAR	46,771.49			
TexSTAR-Trustee	601,440.22			
Fidelity	0.00			
Region's SIB Loan MMA	13,175,232.39	13,823,444.10		
<b>Revenue Fund</b>				
TexSTAR	622.39			
Fidelity	865,194.10	865,816.49		
<b>General Fund</b>				
TexSTAR	1,194,979.62			
Fidelity	2,478,180.04	3,673,159.66		
<b>2010-1 Sub Lien Cost of Issuance</b>				
TexSTAR	0.00	-		
<b>2010 Senior Lien Capitalized Interest</b>				
TexSTAR	841.76			
Bayerische GIC	6,811,366.40	6,812,208.16		
<b>2010-1 Sub Lien Capitalized Interest</b>				
TexSTAR	419.76			
Bayerische GIC	1,922,294.59	1,922,714.35		
<b>2010-2 Sub Lien Capitalized Interest</b>				
TexSTAR	126.68			
Fidelity	2,816.98			
Bayerische GIC	684,161.63	687,105.29		
<b>2010-1 Sub BABs subsidy</b>				
Fidelity	712,050.79	712,050.79		
<b>2010-2 Sub BABs subsidy</b>				
Fidelity	262,844.43	262,844.43		
<b>2010 Senior Lien Debt Service Reserve Fund</b>				
TexSTAR	6,751,849.63			
Fidelity	1,250,183.04			
Agencies	1,513,008.60	9,515,041.27		
<b>2010-2Sub Lien Debt Service Reserve Fund</b>				
TexSTAR	659,862.15			
Fidelity	27,391.20			
Agencies	390,000.00	1,077,253.35		
<b>2010-1Sub Lien Debt Service Reserve Fund</b>				
TexSTAR	2,502,603.25			
Fidelity	207,715.07			
Agencies	1,002,013.89	3,712,332.21		
<b>2010 Regions BABs Project Account</b>				
TexSTAR	55,887,112.16			
Fidelity	0.00	55,887,112.16		
<b>2010 Regions BABs Debt Service Account</b>				
Fidelity	179,668.74	179,668.74		
<b>2010-1 Sub Lien Projects Fund</b>				
TexSTAR	4,165.58			
Fidelity	1,047,117.87			
Bayerische GIC	-	1,051,283.45		
<b>183A/290E Project Acct</b>				
TexSTAR	106,639.26			
Fidelity	0.53	106,639.79		
<b>2010 Senior Lien Construction Fund</b>				
TexSTAR	5,498.29			
Fidelity	0.00			
Bayerische GIC	61,881,639.92	61,887,138.21		
		<u>\$ 188,738,781.74</u>		



## Monthly Newsletter - February 2011

### Performance

#### As of February 28, 2011

Current Invested Balance	\$6,548,224,886.40
Weighted Average Maturity (1)	49 Days
Weighted Average Maturity (2)	71 Days
Net Asset Value	1.000100
Total Number of Participants	729
Management Fee on Invested Balance	0.05%*
Interest Distributed	\$1,037,648.99
Management Fee Collected	\$262,708.33
% of Portfolio Invested Beyond 1 Year	2.90%
Standard & Poor's Current Rating	AAAm

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

#### February Averages

Average Invested Balance	\$6,849,497,370.80
Average Monthly Yield, on a simple basis	0.1476%
Average Weighted Average Maturity (1)*	48 Days
Average Weighted Average Maturity (2)*	71 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 February :

★ Trinity Valley Community College

★ Emergency Communication District of Ector County

★ City of Royse City

### News

**Conferences** - First Southwest Asset Management, Inc. will be holding an Arbitrage Rebate Seminar at the Hyatt Regency Hill Country Resort & Spa in San Antonio on March 24-25, 2011. For more information or to register, please contact Rachael Hall with the Arbitrage Rebate Division by calling 214.953.8726.

### Economic Commentary

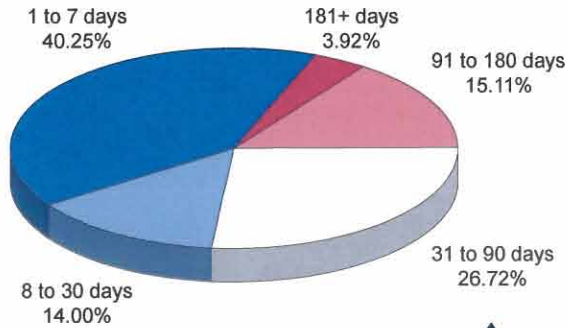
Economic data drove risk markets and higher Treasury yields in February. Although events in Egypt and Tunisia did not significantly impact markets, turmoil in Libya toward the end of the month caused crude oil prices to spike as high as \$98 per barrel, dampening market sentiment and raising inflation concerns. During the month, the Obama administration also released its proposed budget, which projected record deficit levels and framed the future debate around government spending and taxes. Momentum in economic growth continued to build throughout February. Leading indicators of the labor market continue to improve but increases in food, energy and home rental prices may create a small upside risk of inflation going forward. While still elevated, the four-week moving average in jobless claims dropped to its lowest level since the financial crisis. While this is partly a function of some strength in the labor market, it also reflects a decrease in the labor participation rate, as many people appear to be giving up looking for work and baby boomers are beginning to retire. While pressures on headline inflation from elevated food and energy prices have been difficult to ignore, it has also been hard to disregard the decline in labor income. For the first time in post-war history, the U.S. economy has endured two straight years of falling labor costs. Along with weakness in the broader job market, this depression in labor income has been deflationary for a long time. This was likely one of the largest factors the Federal Reserve was considering when stating "measures of underlying inflation have been trending downward." Despite a modest tempering in enthusiasm for growth expectations, the U.S. economy is clearly in a position of solid growth for the first half of 2011. Business investment and spending continue to recover and demand remains strong for commercial and industrial loans. Furthermore, hiring surveys and confidence measures are pointing to an increase in future non-farm employment. However, given the large amount of slack, labor market rigidity and skill mismatches that still exist, it is expected that the Fed will remain accommodative through 2011. Potential headwinds for growth in the second quarter could include a commodity price shock or weak equity market impacting consumption, fiscal austerity sooner than expected due to the political debate on the debt ceiling, or states tightening budgets dramatically.

This information is an excerpt from an economic report dated February 2011 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

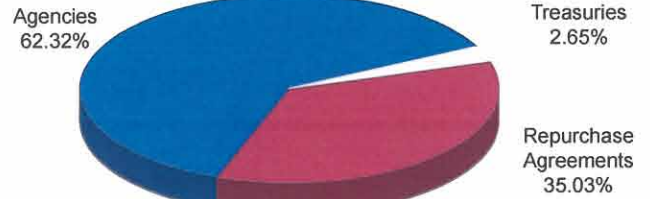
**For more information about TexSTAR, please visit our web site at [www.texstar.org](http://www.texstar.org).**

## Information at a Glance

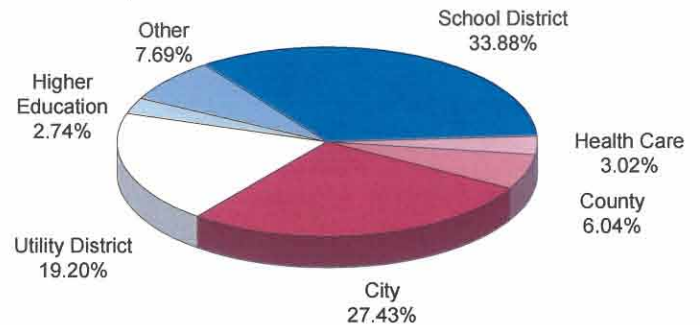
### Portfolio by Type of Investment As of February 28, 2011



### Distribution of Participants by Type As of February 28, 2011



### Portfolio by Maturity As of February 28, 2011



## Historical Program Information

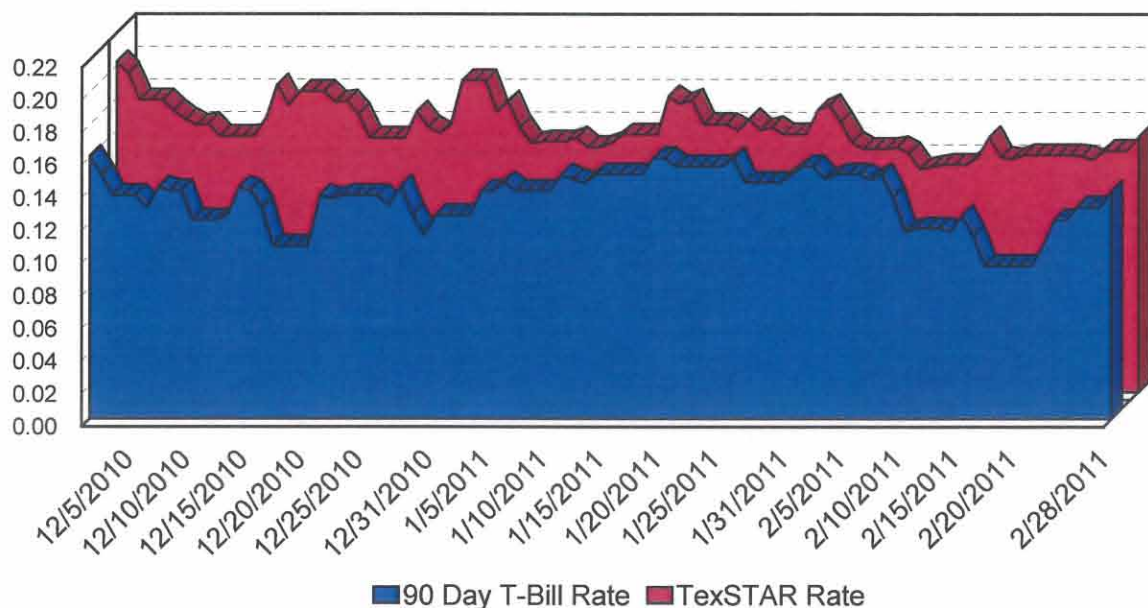
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Feb 11	0.1476%	\$6,548,224,886.40	\$6,548,880,605.37	1.000100	48	71	729
Jan 11	0.1637%	6,541,049,111.05	6,541,464,771.26	1.000063	39	66	726
Dec 10	0.1713%	5,593,134,506.98	5,593,670,681.79	1.000091	47	79	723
Nov 10	0.1883%	5,143,274,228.56	5,143,635,927.81	1.000070	52	81	721
Oct 10	0.2002%	5,024,200,466.22	5,024,647,553.30	1.000088	49	74	719
Sep 10	0.2113%	4,970,973,494.85	4,971,467,034.53	1.000099	47	74	718
Aug 10	0.2153%	4,898,435,591.73	4,899,135,875.31	1.000142	49	81	715
Jul 10	0.1992%	4,973,684,902.13	4,974,288,088.24	1.000117	43	71	712
Jun 10	0.1860%	5,156,538,488.97	5,157,298,475.17	1.000147	44	72	712
May 10	0.1838%	5,182,297,968.35	5,182,789,855.09	1.000094	47	74	711
Apr 10	0.1721%	5,339,490,225.82	5,339,710,431.56	1.000035	51	80	710
Mar 10	0.1552%	5,631,610,152.45	5,632,064,660.25	1.000080	52	75	705

## Portfolio Asset Summary as of February 28, 2011

	Book Value	Market Value
Uninvested Balance	\$ 14,850.92	\$ 14,850.92
Accrual of Interest Income	617,514.77	617,514.77
Interest and Management Fees Payable	(1,117,161.68)	(1,117,161.68)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	2,293,893,000.00	2,293,893,000.00
Government Securities	4,254,816,682.39	4,255,472,401.36
<b>Total</b>	<b>\$ 6,548,224,886.40</b>	<b>\$ 6,548,880,605.37</b>

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

## TexSTAR versus 90-Day Treasury Bill



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

## Daily Summary for February 2011

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
2/1/2011	0.1759%	0.000004820	\$6,658,786,774.13	1.000065	45	68
2/2/2011	0.1657%	0.000004540	\$6,780,667,854.63	1.000056	45	68
2/3/2011	0.1531%	0.000004195	\$6,847,795,567.58	1.000056	45	67
2/4/2011	0.1491%	0.000004086	\$6,889,450,227.39	1.000059	42	65
2/5/2011	0.1491%	0.000004086	\$6,889,450,227.39	1.000059	42	65
2/6/2011	0.1491%	0.000004086	\$6,889,450,227.39	1.000059	42	65
2/7/2011	0.1501%	0.000004113	\$6,936,008,170.57	1.000061	48	70
2/8/2011	0.1465%	0.000004015	\$6,971,105,928.70	1.000058	48	70
2/9/2011	0.1367%	0.000003746	\$7,070,829,543.74	1.000070	48	69
2/10/2011	0.1381%	0.000003783	\$7,151,443,720.65	1.000074	47	68
2/11/2011	0.1394%	0.000003819	\$7,133,618,015.12	1.000092	48	68
2/12/2011	0.1394%	0.000003819	\$7,133,618,015.12	1.000092	48	68
2/13/2011	0.1394%	0.000003819	\$7,133,618,015.12	1.000092	48	68
2/14/2011	0.1441%	0.000003947	\$6,958,370,226.67	1.000084	50	71
2/15/2011	0.1563%	0.000004281	\$6,873,747,210.32	1.000080	50	72
2/16/2011	0.1438%	0.000003939	\$6,857,356,162.62	1.000093	53	74
2/17/2011	0.1427%	0.000003909	\$6,824,470,276.06	1.000103	53	75
2/18/2011	0.1453%	0.000003982	\$6,792,572,935.82	1.000104	50	72
2/19/2011	0.1453%	0.000003982	\$6,792,572,935.82	1.000104	50	72
2/20/2011	0.1453%	0.000003982	\$6,792,572,935.82	1.000104	50	72
2/21/2011	0.1453%	0.000003982	\$6,792,572,935.82	1.000104	50	72
2/22/2011	0.1453%	0.000003981	\$6,803,655,452.53	1.000113	49	71
2/23/2011	0.1445%	0.000003960	\$6,742,655,820.08	1.000099	51	73
2/24/2011	0.1424%	0.000003902	\$6,731,980,506.75	1.000099	50	72
2/25/2011	0.1479%	0.000004052	\$6,596,443,936.72	1.000103	50	82
2/26/2011	0.1479%	0.000004052	\$6,596,443,936.72	1.000103	50	82
2/27/2011	0.1479%	0.000004052	\$6,596,443,936.72	1.000103	50	82
2/28/2011	0.1565%	0.000004287	\$6,548,224,886.40	1.001000	49	71
<b>Average</b>	0.1476%	0.000004043	\$6,849,497,370.80		48	71

TexSTAR Participant Services  
First Southwest Asset Management, Inc.  
325 North St. Paul Street, Suite 800  
Dallas, Texas 75201



### **TexSTAR Board Members**

<i>William Chapman</i>	<i>Central Texas Regional Mobility Authority</i>	<i>Governing Board President</i>
<i>Nell Lange</i>	<i>City of Frisco</i>	<i>Governing Board Vice President</i>
<i>Melinda Garrett</i>	<i>Houston ISD</i>	<i>Governing Board Treasurer</i>
<i>Michael Bartolotta</i>	<i>First Southwest Company</i>	<i>Governing Board Secretary</i>
<i>Will Williams</i>	<i>JP Morgan Chase</i>	<i>Governing Board Asst. Sec./Treas.</i>
<i>Hardy Browder</i>	<i>City of Cedar Hill</i>	<i>Advisory Board</i>
<i>Oscar Cardenas</i>	<i>Northside ISD</i>	<i>Advisory Board</i>
<i>Stephen Fortenberry</i>	<i>McKinney ISD</i>	<i>Advisory Board</i>
<i>S. Renee Tidwell</i>	<i>Tarrant County</i>	<i>Advisory Board</i>
<i>Monte Mercer</i>	<i>North Central TX Council of Government</i>	<i>Advisory Board</i>
<i>Becky Brooks</i>	<i>Government Resource Associates, LLC</i>	<i>Advisory Board</i>
<i>Len Santow</i>	<i>Griggs &amp; Santow</i>	<i>Advisory Board</i>





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

**RESOLUTION NO. 11-\_\_\_**

**Accept Monthly Financial Reports**

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 February 2011, and has caused Financial Reports to be prepared for each month which are attached to this resolution as Attachment “A.”

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the Financial Report for February 2011, attached respectively as Attachment “A” to this resolution.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of March, 2011.

Submitted and reviewed by:

Approved:

\_\_\_\_\_  
Andrew Martin  
General Counsel for the Central  
Texas Regional Mobility Authority

\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 11-\_\_\_  
Date Passed 3/30/2011

**Exhibit A**

**Financial Report for February 2011**

**MARCH 30, 2011 CTRMA BOARD OF DIRECTORS MEETING  
Summary Sheet**

**AGENDA ITEM # 11**

**Executive Director's Update – Presentation of the Executive Director's Report**

**Department:** Administrative

**Associated Costs:** None

**Board Action Required:** No

**Description of Matter:**

**The Executive Director's Report is attached for review and reference.**

**Contact for further information: Mike Heiligenstein**



# REPORT TO THE BOARD OF DIRECTORS MARCH 30, 2011

MIKE HEILIGENSTEIN - EXECUTIVE DIRECTOR

## PRIORITY ISSUES



Manor Expressway Design/Build  
CDA negotiations



Regional Mobility Authority  
Legislation

### ADMINISTRATION

#### UPDATE ON THE 82ND LEGISLATIVE SESSION

The 82nd Session of the Texas Legislature is well underway. Friday, March 11th marked the deadline for filing new bills. A total of 5,873 bills and resolutions were filed this session, including many of interest to the Mobility Authority. Filed legislation would extend the authority for Regional Mobility Authorities to enter into comprehensive development agreements for the design, construction and financing of projects. Senator Watson filed legislation that would provide the Mobility Authority with limited authority to utilize a public-private partnership for the MoPac Improvement Project and the Bergstrom Expressway.

Legislation clarifying the powers and duties of Regional Mobility Authorities and legislation expanding the purposes for which a transportation reinvestment zone may be used has already been voted favorably from the House Transportation Committee.

The Senate Transportation and Homeland Security Committee has voted out legislation that would ensure that Regional Mobility Authorities have primacy in the development of projects in their jurisdictions. The Mobility Authority continues to actively monitor these important legislative efforts.

### OPERATIONS

#### CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Staff continues to support the efforts of the Cameron County Regional Mobility Authority in implementing their first project, SH 550. Our toll system integrator, Televent, installed their toll system, and our toll bill processor, MSB, continues to work with our communication and marketing consultant, Hahn, Texas, to implement the Pay by Mail program. SH 550, which opened to traffic on March 10th, is going through extensive system testing during the promotional period. CCRMA will begin collecting tolls May 10th.

### PROJECT DEVELOPMENT

#### MANOR EXPRESSWAY PHASE 1

##### CONSTRUCTION

After setting the first bridge beams for the Manor Expressway interchange at US 183 on January 27th, Webber has focused its efforts on placing beams and forming bridge decks throughout the month of March. Webber also started concrete paving on the overpass ramps.

#### MANOR EXPRESSWAY PHASE 2

##### DESIGN/BUILD COMPREHENSIVE

##### DEVELOPMENT AGREEMENT

The Mobility Authority has entered into negotiations with Central Texas Mobility Constructors. Staff kicked off negotiations on March 3rd and completed a draft agreement on March 22nd. If approved by the Board this month, the agreement must also be approved by the Attorney General of Texas prior to execution.

## RIGHT-OF-WAY

Right-of-way acquisition and negotiations with affected property owners continues for the Manor Expressway between US 183 and Parmer Lane. Only two outstanding parcels remain for Phase 1 of the Manor Expressway from US 183 to Chimney Hill Drive. The Mobility Authority has also acquired the three existing gas stations in this area. Building demolition and underground storage tank removal has been completed for one of the facilities and commenced for the other two. Appraisals for the majority of parcels for Phase 2 of the Manor Expressway from Chimney Hill Drive to Parmer Lane have been completed, and several offers have been made.

## MoPac Improvement Project

### PROJECT DEVELOPMENT

Staff met with representatives from Union Pacific Railroad to discuss the MoPac Improvement Project and the use of UPRR right of way to construct refuge bays in the median of the proposed express lanes on MoPac. UPRR representatives gained a better understanding of the project, and both entities were able to improve upon already good working relationships. Staff is also meeting with representatives of the major utilities along the corridor to reduce the number of utility relocations.

The Mobility Authority submitted a Letter of Interest to the TIFIA program requesting an \$82 million loan that would enhance the project funding package. While in Washington D.C. at the IBTTA Legislative Conference, Mike met one on one with TIFIA representatives.

### CONTEXT SENSITIVE DESIGN COMMITTEE

The Mobility Authority, TxDOT and the City of Austin have invited the original aesthetics committee members and recruited some new members to re-initiate the Context Sensitive Design effort for the MoPac Improvement Project. These members include representatives from the Texas Historical Commission, MoNAC Neighborhood Association, Deep Eddy Neighborhood Association, Highland Park West Neighborhood Association, Old Enfield Neighborhood Association, Allendale Neighborhood Association, Northwest Austin Civic Association, Old West Austin Neighborhood Association, Brykerwoods Neighborhood

Association, Balcones West Neighborhood Association, Highland Park West Balconies Area Neighborhood Association and Austin State School. Using the original aesthetic committee's work as a guideline, the committee will help recommend design guidelines for items such as sound walls, bridge structures, retaining walls and landscaping. The first of three meetings was held on March 24th.

Staff is also working with the bike and pedestrian community on possible improvements to the City's bike and trail facilities along the MoPac corridor. Mike also met with representatives from Camp Mabry about the MoPac Improvement Project.

## 183A EXTENSION

### CONSTRUCTION

Webber continues to make progress on the 183A Extension and has focused on placing bridge deck panels at New Hope Drive. Work continues on bridge structure construction, material excavation, drainage facility construction and retaining walls. In order to construct an overpass at Scottsdale Drive, Webber will be temporarily closing the Scottsdale Drive crossover to the Blockhouse Creek neighborhood sometime in the next 60 days. Work to complete the Scottsdale Bridge is expected to take about four months.

### SHARED USE PATH

Construction of the 183A shared use path from South Brushy Creek to FM 1431 is 58% complete, and the path is on schedule to open this summer. Since the Mobility Authority received CAMPO funds for the development of this project, TxDOT recently conducted a project audit to review local implementation of the federal aid funds. The audit produced positive results.

Design of the South Brushy Creek Pedestrian Bridge that will connect the 183A Shared Use Path with Williamson County's Brushy Creek Trail is nearing completion. The Mobility Authority should receive design plans in early April, and construction is anticipated in Spring 2012.

**MARCH 30, 2011 CTRMA BOARD OF DIRECTORS MEETING  
Summary Sheet**

**AGENDA ITEM # 15**

**Consider and take appropriate action to revise the CTRMA legislative program for the 82<sup>nd</sup> Legislature.**

**Department: Law**

**Associated Costs: None**

**Funding Source: None**

**Board Action Required: If needed.**

**Description of Matter:**

**This agenda item is to consider any revisions to the CTRMA legislative program that may be necessary or desirable based on bills that are proposed or pending during the 82<sup>nd</sup> Texas Legislature.**

**Staff has no recommendations concerning any needed or desirable revisions as of the time this Summary Sheet is being prepared**

**Attached documentation for reference:**

**Draft Resolution template, if needed**

**Contact for further information:**

**Andrew Martin, General Counsel**

**CTRMA Legislative Program  
82<sup>nd</sup> Legislative Session**

The following identifies CTRMA's legislative program and priorities for the 82<sup>nd</sup> Legislature:

1. **Primacy**: CTRMA (along with other RMAs) worked closely with Sen. Nichols last session to advance SB 17, which would have eliminated the "market valuation" process provided for in SB 792 and established an order of priority that would have given local toll project entities (LTPEs) the first option to develop toll projects within their regions. CTRMA supports advancing these concepts again. CTRMA believes it is critical to assure that local control will be maintained over toll projects and that toll revenues will remain within the areas where they are generated.

2. **Extension of CDA Authority**: Concession CDA authority for RMAs expired August 31, 2009 (except for certain exempted projects) and Design/Build CDA authority will expire August 31, 2011. Design/Build CDA authority has been an important tool for delivery of CTRMA projects. It is noteworthy that both the North Texas Turnpike Authority (NTTA) and county toll road authorities (including HCTRA, the Harris County Toll Road Authority) have CDA authority that is not subject to expiration, and there is no reason that RMAs should not have the same tools available as those other local toll project entities (LTPEs). At a minimum, Design/Build CDA authority should be extended for RMAs, along with the ability to secure financing as part of a Design/Build CDA.

3. **RMA Clean-up**: An RMA "clarification" bill was filed last session (HB 2990/SB 1669) to clarify language in several sections of Chapter 370 of the Transportation Code related to project financing, add parking structures and transportation reinvestment zone projects to the list of authorized RMA projects, and give RMAs the same collection and enforcement tools as TxDOT, NTTA and HCTRA. CTRMA supports these changes to Chapter 370, its governing statute.

4. **Transportation Reinvestment Zones**: Transportation Reinvestment Zones (TRZs) offer an important tool for generating local funding for projects. As TxDOT's financial resources continue to deteriorate and communities struggle to find means to generate local funding, the use of TRZs has become even more important. Currently TRZs are tied to the "pass-through" program, and have other statutory problems which require correction or improvement. CTRMA and other RMAs supported HB 1810/SB 2378 introduced last session to correct many of the TRZ deficiencies; CTRMA supports pursuing that legislation again.

5. **Environmental Review Process**: Increased attention has been given to the delays in project delivery and the associated costs resulting from prolonged review periods for environmental documents. CTRMA and other RMAs supported SB 502 during the previous session which would have allowed RMAs and other LTPEs to "fund" positions at various state and federal entities to help to expedite project reviews. CTRMA supports pursuing that legislation again, as well as other statutory changes to establish reasonable deadlines, formalize processes, and otherwise add efficiencies to the environmental review process.

Other issues which CTRMA would like to see addressed during the 82<sup>nd</sup> Session include:

- **Funding:** issue the remaining Prop 12 bond capacity; enhance the pass-through program, and pursue other options for additional funding.
- **Enforcement:** Improve and standardize throughout Texas authorized toll violation enforcement and collection procedures (and possible consolidation of statutes for different types of toll authorities).
- **Discounted or Free Tolls under HB 3139, 81<sup>st</sup> Legislative Session:** Appropriate sufficient funds from the state general revenue fund to defray the cost of providing free or discounted use of CTRMA toll projects, as the 81<sup>st</sup> Legislature provided by subsection (b) of Section 372.053 of the Transportation Code, enacted by HB 3139.

**Adopted October 28, 2010 by Resolution 10-99**

**Amended December 8, 2010 by Resolution 10-107**



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

**RESOLUTION NO. 11-\_\_\_**

**Amending the CTRMA Legislative Program for the 82<sup>nd</sup> Texas Legislature**

WHEREAS, the Texas Legislature convened at noon, January 11, 2011, and will adjourn on Monday, May 30, 2011, in the 82<sup>nd</sup> Regular Legislative Session; and

WHEREAS, on October 27, 2010, the Board of Directors adopted and approved a Legislative Program for the 82<sup>nd</sup> Legislature by enacting Resolution No. 10-99; and

WHEREAS, an issue that affects the powers, duties, and ability of the Central Texas Regional Mobility Authority to fulfill its statutory mission as a regional mobility authority existing and operating under Chapter 370 of the Texas Transportation Code has come to the attention of the Board that justifies an amendment to the Legislative Program.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors approves the amendment to the CTRMA Legislative Program set forth in Exhibit "A" to this Resolution.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of March, 2011.

Submitted and reviewed by:

Approved:

\_\_\_\_\_  
Andrew Martin  
General Counsel for the Central  
Texas Regional Mobility Authority

\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number: 11-\_\_\_  
Date Passed: 3/30/2011

**Exhibit A**

**CTRMA Legislative Program Amendment**

[Any change to the Legislative Program will be identified here.]