



CENTRAL TEXAS
Regional Mobility Authority

Regular Meeting of the Board of Directors

9:30 a.m.
Wednesday, April 24, 2013

Suite 360: Briefing Room
301 Congress Avenue
Austin, Texas 78701

AGENDA

No action on the following:

1. Welcome and opening remarks by the Chairman and members of the Board of Directors.
2. Opportunity for Public Comment – See *Notes* at the end of this agenda.

Discuss, consider, and take appropriate action on the following:

3. Approve the minutes for the March 27, 2013, Regular Board Meeting.
4. Approve a new work authorization with HNTB Corporation for project management and related services for the MoPac Improvement Project.
5. Report on legislative issues and possible action to revise the Mobility Authority legislative program for the 83rd Texas Legislature.
6. Authorize the Executive Director to execute a development agreement with Cedar Park Town Center LP, and to advertise for bids for improvements to the southbound 183A frontage road north of its intersection with RM 1431.
7. Approve an amended agreement with Crosswind Communications, LLC, for additional services including work on the MoPac Improvement Project and the Oak Hill Parkway study.
8. Approve an advance funding agreement with the Texas Department of Transportation for a pilot program to study use of real-time ridesharing technology.

9. Approve a new proprietary vendor contract with Avego Corporation and revised agreements with HNTB Corporation, the Texas A&M Transportation Institute, and Telvent USA Corporation for a pilot program to study use of real-time ridesharing technology.
10. Amend the Policy Code to adopt records retention schedules established by the Texas State Library and Archives Commission.
11. Approve an updated list of investment banking firms authorized to provide investment banking services to the Mobility Authority.
12. Approve an amended agreement with Stantec Consulting Services Inc. for traffic and revenue studies related to 183A.
13. Approve an agreement with CDM Smith for traffic and revenue studies related to the MoPac South Project.
14. Accept the financial reports for March 2013.

Briefing and discussion with no action proposed on the following:

15. Presentation on preliminary FY 2014 Budget for the Mobility Authority.
16. Quarterly Briefing on the MoPac Improvement Project.
17. Quarterly Briefing on the Manor Expressway Project.
18. Quarterly Briefing on environmental studies for:
 - A. Bergstrom Expressway Project;
 - B. Oak Hill Parkway Project;
 - C. MoPac South Project; and
 - D. 183 North Project.
19. Executive Director's report
 - A. Project Status Updates.
 - B. Office Move.

Executive Session

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

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

20. Discuss acquisition of one or more parcels or interests in real property needed for the Manor Expressway Project as authorized by §551.072 (Deliberation Regarding Real Property), and related legal issues as authorized by §551.071 (Consultation with Attorney).
21. Discuss legal issues relating to legislation proposed to the 83rd Texas Legislature that could affect the Mobility Authority or its operations, as authorized by §551.071 (Consultation With Attorney).
22. Discuss legal issues related to claims by or against the Mobility Authority, pending or contemplated litigation and any related settlement offers; or other matters as authorized by §551.071 (Consultation With Attorney).
23. Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects, as authorized by §551.071 (Consultation With Attorney).
24. Discuss personnel matters as authorized by §551.074 (Personnel Matters).

Reconvene in Open Session.

Discuss, consider, and take appropriate action on the following:

25. Authorize negotiation and execution of a purchase contract, a settlement agreement, or both in a pending eminent domain proceeding to acquire the following described parcel or property interest for the Manor Expressway Project:
 - A. Parcel 28 of the Manor Expressway Toll Project, a 2.610 acre tract in Travis County, at 9345 US 290 East, owned by Tx Old Manor Housing LP.
26. Adjourn meeting.

NOTES

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

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

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

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



CENTRAL TEXAS
Regional Mobility Authority

AGENDA ITEM #1 SUMMARY

Welcome, Opening Remarks and Board Member Comments.

Welcome, Opening Remarks and Board Member Comments

Board Action Required: NO



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #2 SUMMARY

Open Comment Period for Public Comment.
Public Comment on Agenda Items.

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



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #3 SUMMARY

Approve the minutes for the March 27, 2013
Regular Board Meeting.

Department: Law
Associated Costs: None
Funding Source: None
Board Action Required: YES (by Motion)

Description of Matter:

The Minutes for the March 27, 2013 Regular Board Meeting

Attached documentation for reference:

Draft Minutes for the March 27, 2013 Regular Board Meeting

Contact for further information:

Andrew Martin, General Counsel

MINUTES

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

Wednesday, March 27, 2013
9:30 A.M.

The meeting was held at 301 Congress Avenue, Suite 360, Austin, Texas 78701. Notice of the meeting was posted March 22, 2013 at the respective County Courthouses of Williamson and Travis Counties; online on the website of the Secretary of State; online on the website of the Mobility Authority; and on the bulletin board in the Mobility Authority's lobby at 301 Congress Avenue, Suite 650, Austin, Texas 78701.

1. Welcome and Opening Remarks by Chairman Ray Wilkerson.

Chairman Ray Wilkerson called the meeting to order at 9:31 a.m. and called the roll. Directors present when the meeting was called to order were Vice Chairman Jim Mills, Ms. Nikelle Meade, Mr. David Singleton, Mr. Bob Bennett, and Mr. David Armbrust. Mr. Charles Heimsath joined the dais at 9:36 a.m.

2. Open Comment Period.

No public comments were offered.

3. Approve the minutes for the February 27, 2013, Regular Meeting of the Board of Directors.

Chairman Ray Wilkerson presented the minutes for the February 27, 2013, Regular Board Meeting for consideration by the Board. Mr. Bob Bennett moved for approval, and Mr. David Singleton seconded the motion. The motion carried unanimously 7-0, and the minutes were approved as drafted.

4. Presentation on the MoPac Improvement Project, followed by public comment and questions relating to the presentation.

Mr. Andy Martin presented information relating to the contract for construction of the MoPac Improvement Project, as published in the notice required by state law. After opening the public hearing, no member of the public spoke to offer any comment or ask a question.

Ms. Nikelle Meade moved to close the hearing, and Mr. Charles Heimsath seconded the motion. The motion carried unanimously 7-0.

5. Authorize execution of a contract and initial work authorization with Jacobs Engineering Group Inc. for environmental engineering services for the MoPac South Project.

Mr. Wes Burford presented this item. The contract provides for alternative development and evaluation, environmental studies, public involvement, preliminary engineering, design, field survey, hydraulic studies, and schematic development for the proposed MoPac South Project and MoPac South Overpasses Project located in Travis County, Texas.

The proposed contract and initial work authorization addresses the anticipated project requirements and the level of effort. The Executive Director recommends the Board approve the contract and authorize his execution of the proposed contract in the form or substantially the same as the form included as backup to this agenda item.

Mr. Bob Bennett moved for approval, and Ms. Nikelle Meade seconded the motion. The motion carried unanimously 7-0, and the resolution was approved as drafted.

6. Authorize negotiation and execution of a contract for preliminary engineering and environmental services for the 183 North Project.

Mr. Wes Burford presented this item. Staff is seeking Board approval of a contract with CP&Y for preliminary engineering and environmental services for the 183 North Project.

Mr. David Singleton moved for approval, and Ms. Nikelle Meade seconded the motion. The motion carried unanimously 7-0, and the resolution was approved as drafted.

7. Authorize execution of a contract for landscape maintenance services for Mobility Authority road corridors.

Mr. Wes Burford presented this item. Staff recommended rejecting all bids and re-advertising for the landscape maintenance services.

Ms. Nikelle Meade moved to reject all bids and advertise for new bids for landscape maintenance services, and Mr. Charles Heimsath seconded the motion. The motion carried unanimously 7-0, and the motion was approved.

8. Authorize execution of a contract for construction of a right-turn lane from the 183A frontage road into Scottsdale Drive.

Mr. Wes Burford presented this item. Staff recommended awarding a contract to Cornerstone Site Services for construction of a right-turn lane from the 183A frontage road into Scottsdale Drive.

Mr. David Singleton moved for approval, and Mr. Bob Bennett seconded the motion. The motion carried unanimously 7-0, and the resolution was approved as drafted.

9. Authorize execution of a development agreement with Cedar Park Town Center LP and advertising for bids to construct a right-turn lane on the 183A frontage road.

Item 9 was pulled at the request of the developer.

No action was taken.

10. Report on legislative issues, with possible action to revise the Mobility Authority legislative program for the 83rd Texas Legislature.

Mr. Andy Martin presented this item and provided a brief update on legislative issues.

No action was taken.

11. Accept the financial reports for February 2013.

Mr. Mario Espinoza presented this item. There was nothing unusual to report on the February 2013 financial reports.

Mr. David Armbrust moved for approval, and Ms. Nikelle Meade seconded the motion. The motion carried unanimously 7-0, and the resolution was approved as drafted.

Briefing and discussion on the following:

12. Executive Director's report.

Mr. Mike Heiligenstein presented this item and acknowledged the reappointments of Vice Chairman Jim Mills and Mr. Bob Bennett. Mr. Heiligenstein also announced that Steve Pustelnyk accepted a new position as the lead for coordination of communications and public outreach for MoPac Improvement Project.

Executive Session Pursuant to Government Code, Chapter 551

Chairman Wilkerson announced that the Board would not go into Executive Session.

13. Adjourn Meeting.

Chairman Ray Wilkerson declared the meeting adjourned at 10:19 a.m. with unanimous consent.



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #4 SUMMARY

Approve a new work authorization with HNTB Corporation for project management and related services for the MoPac Improvement Project.

Strategic Plan Relevance: Regional Mobility
Department: Engineering
Associated Costs: Not to exceed \$19.5 million
Funding Source: Federal Funds
Board Action Required: Yes

Description of Matter:

By action of the Board at their meeting on August 26th, 2009, HNTB was selected to provide General Engineering Consultant (GEC) services to the Mobility Authority. This Work Authorization No. 16 will allow for GEC Support Services related to the oversight of the activities progressed under the Design-Build Contract for the MoPac Improvement Project.

In summary, the services contained in this Work Authorization include project management, design oversight, construction oversight, material acceptance testing, environmental compliance and public involvement.

Reference documentation: Draft Resolution
Draft Work Authorization No. 16

Contact for further information: Wesley M. Burford, P.E., Director of Engineering

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

RESOLUTION NO. 13-__

**APPROVING A NEW WORK AUTHORIZATION WITH HNTB CORPORATION
FOR PROJECT MANAGEMENT AND RELATED SERVICES
FOR THE MOPAC IMPROVEMENT PROJECT.**

WHEREAS, by Resolution No. 12-066, enacted September May 13, 2012, the Board of Directors approved a financial assistance agreement with the Texas Department of Transportation that provides financial assistance for the costs of constructing the MoPac Improvement Project from north of Parmer Lane to Cesar Chavez Street (the "Project"); and

WHEREAS, HNTB Corporation ("HNTB") serves as a general engineering consultant to the Mobility Authority under the Agreement for General Consulting Civil Engineering Services effective January 1, 2010 (the "GEC Agreement"); and

WHEREAS, the Executive Director and HNTB have discussed and agreed to a proposed work authorization for general engineering consultant services for project management, design oversight, construction oversight, material acceptance testing, environmental compliance and public involvement related to the Project, attached as Exhibit 1; and

WHEREAS, the Executive Director recommends approval of the proposed work authorization.

NOW, THEREFORE, BE IT RESOLVED that the proposed work authorization for the MoPac Improvement Project is hereby approved; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to finalize and execute the proposed work authorization on behalf of the Mobility Authority, in the form or substantially the same form as Exhibit 1.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of April, 2013.

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: 13-__
Date Passed: 04/24/13

EXHIBIT 1 TO RESOLUTION 13-
PROPOSED WORK AUTHORIZATION WITH HNTB CORPORATION

[on the following 17 pages]

APPENDIX D

WORK AUTHORIZATION

WORK AUTHORIZATION NO. 16

This Work Authorization is made as of this __ day of _____, 2013, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of December 23rd, 2009 (the "Agreement"), between the Central Texas Regional Mobility Authority ("Authority") and **HNTB Corporation** ("GEC"). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

MoPac Improvement Project – Design / Build Oversight

Section A. - Scope of Services

A.1. GEC shall perform the following Services:

Please reference Attachment A – Scope of Work

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

Please reference Attachment A – Scope of Work

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

Please reference Attachment A – Scope of Work

Section B. - Schedule

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

Unless amended otherwise by mutual agreement between Authority and GEC, the Services defined herein shall expire on December 31, 2014. If the Services defined herein are not complete by December 31, 2014, the Work Authorization will need to be amended to extend the schedule; otherwise, all services will cease.

The fee for this contract is associated with the Design/Build Contract Schedule for the MoPac Improvement Project which includes up to 910 calendar days of D/B oversight for substantial completion plus 120 calendar days for final acceptance plus 60 calendar days for project closeout. It is anticipated that this Work Authorization will need to be extended to complete the Services defined herein.

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed **\$XX,XXX,XXX** based on a Cost Plus fee listed in Attachment B – Fee Estimate. Compensation shall be in accordance with the Agreement.

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

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

Section D. - Authority’s Responsibilities

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

N/A

Section E. - Other Provisions

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

N/A

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

Authority:

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

By: _____

Name: Mike Heiligenstein

Title: Executive Director

Date: _____

GEC:

HNTB Corporation

By: _____

Name: Richard L. Ridings, P.E.

Title: Vice President

Date: _____

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**ATTACHMENT A – SCOPE OF WORK****WORK AUTHORIZATION NO. 16****SERVICES TO BE PROVIDED BY THE
GENERAL ENGINEERING CONSULTANT (GEC)****General**

The services to be performed by the GEC will include, but not be limited to, project management services necessary to oversee the design and construction of the MoPac Improvement Project (hereinafter referred to as the Project) through the use of a Design/Build Contract (hereinafter referred to as the D/B Contract). This will entail those professional services and associated deliverables required to complete the oversight activities associated with the management of the Design/Build Contractor(s) (hereinafter referred to as the D/B Contractor).

The GEC will be the single point of contact between the Mobility Authority and D/B Contractor, acting as an extension of Mobility Authority staff by providing technical and professional personnel to perform the duties and responsibilities assigned under the terms of this Agreement. The GEC shall not control or direct the design and construction under the D/B Contract. Oversight reviews by the GEC will not relieve the D/B Contractor of sole responsibility for the means and methods of design and construction, or for health or safety precautions in connection with the work under the D/B Contract. Final Acceptance decisions for design and construction shall be made by Mobility Authority staff and coordinated with TxDOT and City of Austin as applicable.

The GEC will maintain core D/B Oversight staff at the D/B Contractor-provided Project / field office(s) to manage and administer the planning, execution, and construction; including invoicing and administrative support, for activities required to complete the overall oversight efforts. This staff will represent the Mobility Authority's interests as defined in the D/B Contract.

1. PROJECT MANAGEMENT (Code 13730)

The GEC will provide staff to administer, manage, review and coordinate development of the Project. The GEC will develop and maintain a staffing plan for consistency and appropriate level of Project staffing. Activities included in this task:

1.1. Project Management Plan (PMP)

This will include an update to the Project Management Plan to include the selected D/B Contractor's information. The component parts of the Project Management Plan (PMP) include:

- Project Administration
- Design Quality Management Plan

- Construction Quality Management Plan
- Maintenance Management Plan
- Comprehensive Environmental Protection Program
- Public Information and Communications
- Safety
- Communications Management
- Cost Management
- Schedule Management

1.2. Project Administration

- Review and report on the D/B Contractor's submittals of records and reports including:
 - Weekly payroll
 - Statement of wage compliance
 - Requests for payment of materials on hand
 - DBE compliance
 - Reports and records as required for the Project by TxDOT and/or FHWA and/or City of Austin and/or UPRR and/or Capital Metro
- Report Project progress and issues in a timely manner
- Review, monitor, and report on D/B Contractor's Project Schedule
- Maintain accurate records of the cost involved in potential change order work. These records will include labor and equipment times and materials installed (temporary or permanent).
- Assist in the surveillance of the D/B Contractor's compliance with contract requirements. The GEC is responsible for reviewing, monitoring, evaluating, and acting upon documentation required for D/B Contract compliance and maintaining the appropriate files thereof. Typical areas of compliance responsibility include LGPP requirements, EEO Affirmative Action, DBE, OJT positions and number of hours, and payroll and subcontracts.
- Provide compliance oversight of third party agreements and development permits that are to be completed and executed by the D/B Contractor, including:
 - Dewatering permits
 - NPDES permits
 - Demolition permits
 - Noise permits
 - Corps of Engineer permits
 - Utility agreements
 - UPRR / Capital Metro agreements

1.3. Project Coordination

- Work with the Mobility Authority, TxDOT, D/B Contractor, third party consultants, utility companies, public agencies, contractors and the general public to coordinate Project development and implementation.
- Coordinate the details of and participate in Project Partnering Meetings to be held shortly after notice to proceed has been given to the D/B Contractor.

1.4. Sub-Consultants

- Coordinate, contract and provide oversight for any required sub-consultants to the GEC.

1.5. Program Reporting

- Prepare and issue monthly status reports on the Project's status which will document any issues, delays encountered, and corrective actions as necessary.
- Provide a monthly update to the Mobility Authority on key milestones accomplished during the preceding month, meetings and key activities for the upcoming month, and identify outstanding issues requiring resolution.
- Track, monitor, and report on contracts and budgets for the GEC and sub-consultants, and the D/B Contractor
- Track, monitor, and prepare reports on DBE utilization for the D/B Contractor's program and GEC team.
- Provide Quarterly Project Reports and status update presentations to the Mobility Authority Board, and other agencies as requested.

1.6. Project Schedule

The GEC will provide staff to coordinate the Project scheduling efforts. Specific activities include:

- Evaluate, monitor, and verify according to contractual requirements, the D/B Contractor's Project Schedule; Baseline and Updates, and Recovery Schedules.
- Report and verify the D/B Contractor's progress and upcoming milestones on a monthly basis to the Mobility Authority.
- Identify, catalog, and archive Baseline Schedule and schedule revisions and Updates, and Recovery Schedules. Evaluate time impacts and report recommendations to the Mobility Authority.

1.7. Change Order Processing & Management

- Provide review of potential Change Orders on the Project and process in accordance with the D/B Contract and coordinate with external agencies as required.
- Review Change Order cost estimated prepared by the D/B Contractor, evaluate D/B Contractor claims for extension of time, and provide comments to the Mobility Authority.
- Maintain log and retain all documents associated with potential Change Orders.
- Provide constructability reviews of Work Sequence Plans submitted by the D/B Contractor. The D/B Contractor will be responsible for final approval.
- Assist in review of D/B Contractor initiated alternative design or substitution proposals. The Engineer(s) of Record will be responsible for the design and approval of any design alternative, alteration or revision.

- Prepare status reports and presentation for the Dispute Resolution Board.

1.8. Dispute / Claims Support

The GEC will provide consultation and assistance to the Mobility Authority and their General Counsel related to aspects of the design, construction, duties, and services required during the development and implementation of the Project.

- Assemble supporting documentation, review, analyze, and provide recommendations to the Mobility Authority on the D/B Contractor's submittal of a dispute.
- Review, analyze, and make recommendation to the Mobility Authority on the D/B Contractor's claim package submittal.
- Participate as needed in preparation and presentation to the Dispute Resolution Board.

1.9. Project Meetings & Documentation

The GEC will facilitate the following internal GEC Project meetings to assess progress, schedule, and quality of services being provided as well as identify issues:

- Project Progress Meetings – Weekly
- Project Review Meetings – Monthly
- Issue Resolution Meetings – As Needed
- Mobility Authority Construction Status Update Meetings – Monthly
- Mobility Authority Dashboard Meetings – Monthly
- Mobility Authority Board Meetings - Quarterly

The GEC will prepare agendas, meeting minutes, action plans, and follow-up action item status for each of the GEC Project meetings and distribute to attendees and appropriate personnel.

In addition, the GEC will participate in the D/B Contractor's Project meetings, including but not limited to:

Partnering

- One-day facilitated Management Partnering Workshop; including TxDOT (After award)
- One-day Full Team Partnering Workshop
- Monthly Strategy Meetings
- Quarterly Partnering Workshop

Design Phase

- Roadway, Structures, Drainage, Utilities, Rail, Environmental Compliance – Weekly
- Maintenance of Traffic – Weekly
- Signals, ITS, Illumination, Geotechnical – Bi-weekly
- Toll System Integrator Coordination – Monthly
- Design Leads – Weekly

- Quality Assurance – Monthly
- Design Submittal Review Meetings – Prior to Submittals
- Comment Resolution Meetings

Construction Phase

- Utilities – Weekly
- Rail - Weekly
- Quality Assurance – Bi-weekly
- Maintenance of Traffic – Weekly
- Public Information – Weekly
- Environmental Compliance – Weekly

Oversight, Scheduling, and Coordination

- 4-Week Rolling Schedule Review – Weekly
- Comprehensive Schedule – Monthly
- Staffing Meeting – Monthly
- Steering Committee – Bi-weekly
- Executive Management - Quarterly

The GEC will review for completeness and accuracy the agendas, meeting minutes, action plans, and follow-up action item status prepared by the D/B Contractor for each of the D/B Contractor Project meetings.

1.10. Document Controls

- Develop and implement a document control plan; including training of Project personnel in the use of document management system application and protocol.
- Maintain Project database and files for the duration of the Project.
- Transfer program files to the Mobility Authority upon completion of the work or as directed by the Mobility Authority.
- Import documents into the Mobility Authority Electronic Document Management System (EDMS) as necessary.
- Provide security monitoring of network access.
- Provide maintenance of GEC servers, workstations, and network equipment as required.

1.11. Tracking Database

Maintain the tracking database for correspondence, transmittals, requests for information, meeting minutes, action items, submittals, Inspector daily reports, project diary, project schedule, change orders, pay estimates, lien waivers, shop drawings, working drawings, erection drawings, catalog cut sheets, mix designs, non-conformance reports, payment certifications, Insurance and Bonds, material test data, schedules, audits, related technical data, and issues associated with the Project.

1.12. Data Backups

Perform backup of Project database on a daily basis.

1.13. Document Distribution

- Assign identification coding to incoming and outgoing Project related documentation and perform entry into the tracking database and Mobility Authority EDMS, as necessary.
- Prepare, manage, record, distribute and archive documentation of Project activities, progress, and related communications.
- Log and track submittals and deliverables.

1.14. Trust Indenture Obligations

- If required, perform all duties and services, render opinions, and issue certificates specified for the GEC in the Trust Agreement(s) necessary for securing the revenue bonds issued by the CTRMA to finance the Project.
- Prepare Quarterly Reports with an Executive Summary that provides a comprehensive summary of the monthly reports and the overall Project progress.

1.15. Response to Open Records Requests

Perform retrieval of documents as a result of Open Records Requests.

1.16. Mail Services

Provide mail services for the Project (US, Priority, Courier, Internal, External)

2. DESIGN OVERSIGHT (Code 13730)

The GEC will provide professional services associated with design oversight that are required to oversee compliance of the design of the Project with the Project Development Agreement (PDA), the D/B Contract and the System Integrator (SI) Contract. The GEC will provide qualified technical and professional personnel to perform this task. In performance of this task, the GEC shall not direct, manage, or control the D/B Contractor's or SI's design work activities. Design oversight by the GEC will not relieve the D/B Contractor and SI of sole responsibility for design related services.

Design oversight efforts will focus on coordination with the D/B Contractor's and SI's design process to provide monitoring and oversight of reasonable compliance with D/B Contract obligations, D/B contractor's Design Quality Management Plan (DQMP), SI Contractor obligations, and sound engineering practices. The following activities are included:

2.1. Design Criteria

The GEC will provide clarifications on the design criteria, as necessary.

2.2. Schematic Development

The GEC will oversee that the schematic plan development proceeds in accordance with the basic configuration provided in the D/B Contract as part of the 30% plan review. Variances from the basic configuration will be tracked and resolved through the review and partnering process. The Mobility Authority will identify opportunities for changes to the schematic to accommodate Project goals.

These opportunities will be coordinated with the GEC, the D/B Contractor, the Mobility Authority, TxDOT, and FHWA.

2.3. Toll Collection System Development

The GEC will oversee the SI's development of the toll collection system layout, including the location of the toll collection gantries, toll collection system design, and toll collection system infrastructure requirements and the integration with the D/B Contractor's schematic plan development. The GEC will monitor adherence to the Toll System Collection Responsibility Matrix by both the D/B Contractor and SI.

The GEC will also assist in the oversight associated with the SI's development of the dynamic pricing algorithm and compliance with requirements and specifications.

2.4. Production Schedule

The GEC will coordinate with the D/B Contractor to provide GEC staffing levels to accommodate the D/B Contractor's proposed design production schedule. The D/B Contractor's production schedule will be coordinated with the Mobility Authority, TxDOT, and FHWA to keep Project stakeholders informed of key milestone dates and design review schedules.

2.5. Work Group Meetings

This task includes participation in the D/B Contractor's design work group meetings. In these meetings, the GEC will stay informed of design development issues and provide guidance to the D/B Contractor when required.

2.6. Design Reviews

After a design submittal has been through the Design Quality Control and Design Quality Assurance reviews, the GEC will perform a Design Quality Oversight review. This review will:

- Audit records for general compliance with the approved DQMP.
- Check and review compliance with the D/B Contract.
- Audit design to confirm all previous review comments have been incorporated.

The mandatory design reviews include:

- 30% Plans
- 100% Plans

Other design review may include:

- Early Release for Construction Plans
- Over the shoulder reviews
- Request for Information (RFI) submittals
- Shop and working drawing reviews

The GEC will coordinate with TxDOT and others as required to conduct Design Reviews. The GEC will consolidate review comments from the various entities and submit one set of review comments to the D/B Contractor.

2.7. Design Acceptance

Once the D/B Contractor has incorporated all comments from the Final (100%) Design submittal and resolved all concerns and comments, the D/B Contractor will submit the Final Design Package for acceptance. The GEC will review the acceptance package for the following components:

- Design Plans
- Design Calculations
- Design Reports
- Construction Specifications
- Electronic Files
- Government and Utility Owner Approvals
- Design Quality Assurance Firm Certification of Compliance with the DQMP and the D/B Contract

3. CONSTRUCTION OVERSIGHT (Code 13620)

The GEC will provide professional services associated with construction oversight including the construction engineering and inspection in accordance with the PDA, D/B Contract, and SI Contract. The GEC will provide qualified technical and professional personnel to perform this task. In performance of this task, the GEC shall not direct, manage, or control the D/B Contractor's or SI's construction work activities. Construction Oversight by the GEC, including field inspections, testing, and oversight reviews, will not relieve the D/B Contractor or SI of sole responsibility for the means and methods of the construction, or for health or safety precautions in connection with the work. The Engineer(s) of Record will remain responsible for design related services.

The GEC will establish and maintain the Project Field Office operation within the D/B Contractor-provided facility; including the purchase/lease, installation and maintenance of IT equipment; leasing and maintenance of project vehicles; and any additional expenses required by the Project and not provided by the D/B Contractor.

Construction oversight efforts will focus on coordination with the D/B Contractor's and SI's construction processes to provide monitoring and oversight of reasonable compliance obligations, sound engineering practices, and regulatory requirements. The GEC will develop the construction Quality Assurance Plan (QAP) which will be incorporated by reference into the D/B Contractor's Construction Quality Management Plan (CQMP). The following activities are included:

3.1. Construction Oversight Inspections

- Perform and report construction inspections.
- Review and report final documentation of schedule of values in support of D/B Contractor's draw requests.
- Maintain diaries and logs for a comprehensive record of the D/B Contractor's progress.

- Provide a digital photo and/or video log of the Project area during construction, with heavy emphasis on areas with potential claim items/issues and on areas of real/potential public controversy.

3.2. Traffic Control

- Review, monitor, and recommend modification to the D/B Contractor's maintenance of traffic/traffic control operations according to applicable specifications and standards.
- Document and issue deficiency reports to the D/B Contractor on any non-compliance of traffic control devices or layouts.
- Coordinate with the D/B Contractor, affected third parties, interested agencies, emergency responders, and the Mobility Authority regarding major traffic disruptions.
- Attend meetings pertaining to the traffic control and maintenance of traffic that are held by the D/B Contractor, designers or interested parties.
- Track lane / shoulder / ramp/ cross-street rental and/or Liquidated Damages fees

3.3. Requests for Information (RFI) and Non-Conformance Report Processing and Management

- Review and facilitate responses on Project RFIs.
- Prepare and manage Non-Compliance Reports (NCRs) for non-compliant work.
- Maintain, log, and retain all documents associated with RFIs and NCRs.

3.4. Shop Drawing / Submittals Processing and Management

- Review shop drawings, erection drawings, working drawings, samples, material and product certifications, and catalog cuts and brochure submittal for general conformance with the design plans and specifications submitted by the D/B Contractor. Check that the Engineer(s) of Record have provided required approvals. The Engineer(s) of Record will be responsible for final approval.
- Maintain, log, and retain all documents associated with shop drawings.
- Coordinate with the D/B Contractor on processing, submittal documentation, follow-up activities, and clarifications.

3.5. D/B Contractor Draw Requests

- Review completeness of the D/B Contractor's submittal in accordance with the requirements of the D/B Contract, including:
 - Cover Sheet
 - Monthly Progress Report
 - Certification by Design Quality Assurance Manager and Construction Quality Control Manager
 - Report of personnel hours
 - Progressed schedule of values
 - DBE utilization report

- Cash flow and payment curves
- Updated Project schedule
- Waiver of liens from previous draw requests
- Material on hand invoices
- Lane / shoulder / ramp / cross street rental and/or Liquidated Damages fee report
- Evaluate that the request accurately reflects monies due for acceptable work completed.
- Review and provide required certifications to the Mobility Authority for processing of the D/B Contractor's partial and final pay requests.
- Track Project contingency funds. Maintain, log, and retain all documents associated with expenditure of Project contingency.

3.6. Toll Collection System

The GEC will provide oversight, coordination, support, and assistance in the integration, testing, deployment and approval of the toll collection system.

3.7. Utility and Rail Oversight

The GEC will provide oversight, coordination, support, and assistance for utility related activities. GEC support activities do not relieve the D/B Contractor of sole responsibility for performance of all utility-related activities. Specific activities include:

- Review utility plans for compliance with the TxDOT Utility Accommodation Policy, compatibility with the Project features, betterment inclusion, and constructability.
- Provide oversight review of location, materials, and backfilling of trenches associated with utility adjustments; the GEC is not responsible for actual location of utilities.
- Participate in meetings as necessary to support effective management of the utility and rail coordination process.
- If necessary, provide support to D/B Contractor in scheduling periodic meetings with utility and rail owner's representatives for coordination purposes.
- Meet with the D/B Contractor as necessary to resolve matters related to schedules, utility identification, design changes, conflict resolution, and negotiation with utility and rail owners.
- Support D/B Contractor with negotiating the details of utility agreements with the utility companies, as requested. Details will include any necessary betterment percentages, indirect costs, plans, estimates, and schedules for the utility companies' activities.
- Review of utility adjustment agreements including plans, estimates, and property interest.
- Review of Rail agreements including plans and estimates.
- Review claims of unidentified utilities submitted by the D/B Contractor.

- Monitor payments from the D/B Contractor to utility owners for utility adjustments and rail owners for flagging operations.
- Provide utility construction monitoring and verification.
- Monitor and report utility adjustment status.

3.8. Survey Support

- Perform miscellaneous spot checks as needed during the duration of the Project.

3.9. General Technical Support

The GEC will provide technical support and management assistance as required by the Mobility Authority toward the successful completion of the Project; including:

- Advise the Mobility Authority on matters of engineering related to interpretation of design details, construction techniques and procedures, specification, standard construction details, and construction plans prepared by the Engineer(s) of Record.
- Seek clarifications from the Engineer(s) of Record when necessary on the intent reflected in the design plans and specifications. The Engineer(s) of Record will remain responsible for design related services.

3.10. Mobility Authority Construction Coordination Support

The GEC will support the Mobility Authority in coordination and any interlocal agency agreements including exhibit preparation and supporting documentation preparation and assembly with the following agencies:

- TxDOT Department of Transportation (TxDOT)
- Federal Highway Administration (FHWA)
- Capital Area Metropolitan Planning Organization (CAMPO)
- City of Austin
- Union Pacific Railroad (UPRR)
- Capital Metropolitan Transportation Authority (CapMetro)
- Travis County
- Local Municipalities and Municipal Utility Districts
- Other Agencies as identified and as directed by the Mobility Authority

3.11. Final Punch List / Final Inspection / Notice of Completion

The GEC will:

- Coordinate with the D/B Contractor and TxDOT in the generation of a final punch list.
- Monitor the resolution of outstanding construction items.
- Inspection of punch list completion.
- Verify there are no outstanding claims related to the D/B Contractor's work.

- Provide Notification of Completion to the Mobility Authority.

3.12. Record Drawings

If necessary, the GEC will support the effort of the D/B Contractor to compile and provide the Mobility Authority with Record Plans. The GEC will develop and implement a process for periodic review of Record Drawing development status by the D/B Contractor throughout the project duration. The GEC is not responsible for any errors or omission in the information provided by the D/B Contractor.

4. MATERIAL ACCEPTANCE TESTING (Code 13620)

The GEC will provide Quality Acceptance testing of materials incorporated into the project, coordinate materials testing operations, and review Material Test Reports. Material Testing procedures will include:

4.1. Quality Acceptance

- Provide a Qualification Program for materials utilized by the project for the construction of the Project in accordance with the Quality Acceptance Program (QAP).
- Approve the D/B Contractor's procedures and requirements for handling, storage, shipping, and preservation of materials incorporated into the work; including Corrective Action procedures for test or inspection failures, malfunctions or deficiencies.
- Submit construction Quality Acceptance Material Certification letter monthly to the Mobility Authority.
- All material test results will be reviewed by the Construction Manager or Resident Engineer.

4.2. Verification

- Develop and implement a testing plan in compliance with TxDOT's Guide Schedule of Sampling and Testing for the Project.
- Perform the testing of construction materials utilized on the Project.
- Prepare and manage Non-Compliance Reports (NCRs) for failing tests as appropriate.
- Prepare control charts for applicable test values.
- Provide materials advice as deemed necessary.
- Maintain a material testing database.
- Review mill and shop inspection and laboratory tests and field test of construction materials performed by the testing engineer and the off-site materials testing agency.

4.3. Independent Assurance Program

- Implement the Independent Assurance (IA) Program which evaluates all sampling and testing procedures, personnel, and equipment used as part of an acceptance decision.
- Maintain documentation of all qualified individuals who perform required tests for acceptance of materials.

- Verify that laboratories are qualified to perform testing.
- Compose an annual report that will be submitted to TxDOT summarizing the results of the systems approach IA Program.

5. ENVIRONMENTAL COMPLIANCE (Code 13620)

The GEC will provide staff to review and report on the D/B Contractor's environmental compliance efforts. Specific activities include:

- Oversight review and audits of the D/B Contractor's Comprehensive Environmental Protection Program (CEPP).
- Review of environmental site assessments (ESAs) submitted by the D/B Contractor for right of way (ROW) parcels for the Project, as required.
- Review and approve the D/B Contractor's HAZMAT Plan.
- Monitor the D/B Contractor's compliance with the SWPPP plans and permit requirements.
- Review letter to Affected Property Owners and meet with concerned citizens to discuss environmental issues, as required.
- Review Archeological and Historic Property survey reports, Test / Data Recovery Plans and reports, and SHPO-FRHP nomination packages, as required.
- Review design plans and design changes for conformance with environmental commitments.
- Issue Non-Compliance Reports (NCRs) for instances which fall below permit requirements.
- Develop and maintain database to track and verify environmental commitments documented in the Environmental Documents and for permit compliance.
- Monitor the D/B Contractor's activities to determine if environmental encounters are being promptly reported and managed in accordance with the CEPP, and applicable laws and regulations.

6. PUBLIC INVOLVEMENT (Code 13750)

The GEC will provide staff as needed to support the Mobility Authority with the administration, management, and coordination of the overall Project public involvement efforts.

6.1. Public Information and Project Updates

The GEC will support public outreach concerning Project information and construction updates, including:

- Work with the Mobility Authority and the D/B Contractor to develop and implement the Community Relations Program.
- Respond to public inquiries regarding the Project, specifically with the use of an e-mail hotline address.

6.2. Public Outreach Support

Coordinate various public outreach meetings and events, as requested by the Mobility Authority, including:

- Assist with strategy development
- Mediation/facilitation
- Small meetings and one-on-ones with stakeholders.
- Environmental Assessment Re-Evaluation Meetings and Coordination – including identification of issues and key stakeholders; providing strategy; facilitating meetings (5); and developing follow up documentation.
- Assist with planning and outreach for Community Leaders
- Project tours for visitors and other delegations.

6.3. Media Outreach Support

Assist the Mobility Authority, as requested, with the following public and media outreach tasks:

- Provide native mobile app services for iPhone and Android devices.
- Provide mobile website project services.
- Provide ongoing Mobility Authority's Project website maintenance and website marketing.
- Provide content for updates on the Mobility Authority's Project website.
- Provide updates to 3D video simulations previously developed during the MoPac Improvement Project development phase to incorporate revisions to the project schematic based on the D/B Contractor's design.
- Issuance of the D/B Contractor's public notices of traffic phase changes and local road detours and closures through the TxDOT District Office.
- Respond to media inquiries.
- Respond to Open Records requests.

7. ADDITIONAL SERVICES

7.1. General

The services listed above are anticipated to cover the range of activities for the oversight of the design and construction of the Project. However, change can occur at any time during the project term and may involve changed scope, schedule or staffing. Changes to the scope and/or schedule of the work, whether at the request of the Mobility Authority or resulting from changes to the project initiated by the D/B Contractor, may require additional services outside of this scope, or the provision of identified services for an additional period of time.

7.2. Change Management Plan

Changes to the Project subsequent to the execution of the Work Authorization will have an impact on the Project's scope, schedule, fee/budget, and/or risk exposure. To more efficiently handle these changes the GEC will implement a Change Management Plan. The purpose of this plan is to standardize the process used for the handling and documentation of all project changes. The goal of the plan is to respond proactively to the Project requirements while reducing impacts to the Project schedule and risks to all parties.

The GEC will develop a Change Management Plan for the specific requirements of the Project. A draft of the plan will be submitted to the Mobility Authority subsequent to the execution of this Work Authorization. In general, the plan will cover contractual obligations of parties, schedule management, change tracking and reporting, and documentation.

8. LIST OF ASSUMPTIONS

8.1. Project Scope

The services provided by the GEC as described in this Work Authorization are based upon the Project scope as defined in the D/B Contract scope of work and technical provisions.

8.2. Project Schedule

The services provided by the GEC as described in this Work Authorization are based upon the Project schedule as provided by the D/B Contractor in its proposal. Any change to the project schedule dates as noted below may require a supplement to this Work Authorization.

- Substantial Completion 29 months (882 calendar days) after NTP
- Final Acceptance 120 calendar days after Substantial Completion
- Project Closeout completed 60 calendar days after Final Acceptance



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #5 SUMMARY

Report on legislative issues and possible action to revise the Mobility Authority legislative program for the 83rd Texas Legislature.

Strategic Plan Relevance: Economic Vitality; Sustainability; Innovation

Department: Law

Associated Costs: None

Funding Source: None

Board Action Required: Yes

Description of Matter:

The 83rd Legislature is in session and is considering legislative proposals and issues that affect the Mobility Authority.

This item is to brief the Board on any proposals and issues that may affect the Mobility Authority and to update the status of the Mobility Authority Legislative Program adopted in October 2012 by the Board in Resolution No. 12-070.

Documentation for reference: Legislative Program

Contact for further information: Andy Martin, General Counsel

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

RESOLUTION NO. 12-070

**APPROVING A LEGISLATIVE PROGRAM FOR ISSUES AND PROPOSALS
AFFECTING THE MOBILITY AUTHORITY IN THE 83rd TEXAS LEGISLATURE.**

WHEREAS, the Texas Legislature is scheduled to convene at noon, January 8, 2013, and to adjourn on May 27, 2013, in the 83rd Regular Legislative Session; and

WHEREAS, action on legislation considered by the 83rd Legislature can affect the powers, duties, and ability of the Mobility Authority to fulfill its statutory mission as a regional mobility authority existing and operating under Chapter 370 of the Texas Transportation Code; and

WHEREAS, the Board of Directors supports consideration and adoption by the 83rd Legislature of legislation that addresses issues identified and supported by other regional mobility authorities throughout Texas, as well as issues that affect only the Mobility Authority, as set forth on the legislative program attached to this resolution as Exhibit 1.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors approves the legislative program set forth in Exhibit 1 to this Resolution.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 31st day of October, 2012.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 12-070
Date Passed: 10/31/12

Exhibit 1

Mobility Authority Legislative Program

Legislative Priorities
83rd Legislative Session

The following is a list of priorities for the 83rd Legislative Session:

1. **Toll Enforcement Remedies:** As RMAs open newly constructed toll projects to traffic, effective toll enforcement and collection is becoming an increasingly significant issue. While legislation passed last session gave RMAs the same enforcement powers as the North Texas Tollway Authority (NTTA), county toll road authorities, and TxDOT, these powers provide limited options to address the problem of chronic toll violators. The Mobility Authority, working with other RMAs, TxDOT, NTTA, and other toll authorities will support legislation to expand the currently available enforcement measures to include methods such as a vehicle registration renewal block for chronic non-payment of tolls, enhanced penalties for use of toll facilities by chronic violators, and other potential remedies and deterrents. Further, enhanced remedies to address out-of-state (including international) violators are needed.

2. **Revolving Fund:** The concept of a revolving fund for transportation projects has been proposed in various forms during past legislative sessions, most recently as HB 3218 by Representative Larry Phillips during the 82nd Legislative Session. The Mobility Authority and other RMAs continue to support the creation of a revolving fund, either within the existing State Infrastructure Bank (“SIB”) structure or as a separate, stand-alone fund. The revolving fund would serve to provide funding for a variety of purposes, including upfront project costs, a source of “gap” funding (i.e., the difference between bonding capacity and project costs), and as a possible credit enhancement tool, allowing RMAs to issue bonds to finance projects at more favorable rates. The Mobility Authority also supports creating a subaccount with this revolving fund which would only include state funds, allowing for local development of projects pursuant to the streamlined environmental review process implemented last legislative session.

3. **Transportation Reinvestment Zones:** Transportation Reinvestment Zones (TRZs) can offer an important tool for generating local funding for projects. The TRZ statute was significantly improved during the 82nd Legislative Session through the passage of HB 563 by Representative Joe Pickett and certain provisions in SB 1420, bills which were strongly supported by RMAs. The RMA statute was also amended (by virtue of HB 1112) to include provisions making TRZs a viable tool for funding RMA projects. The Mobility Authority supports continued efforts to improve TRZs to facilitate further use of this valuable project financing tool, and will support legislation further clarifying the TRZ statutes to make implementation easier based on actual experience.

4. **Increased Transportation Funding:** There is a dire need for increased funding for the state’s transportation system. Some estimates indicate that there will be little or new funds available for new construction as early as 2014, and that all available funding will be needed for maintenance and rehabilitation. In addition to tools intended to enhance funding capabilities

(such as the SIB/revolving fund and TRZs), the Mobility Authority supports viable options to increase funding at the state or local level, including without limitation the dedication of vehicle sales tax revenues to the state highway fund.

Items specific to the Central Texas Regional Mobility Authority:

5. **Project-Specific CDA Authority:** In the 82nd Legislative Session, SB 1420 (the TxDOT Sunset bill) authorized certain projects to be developed as concession Comprehensive Development Agreement (CDAs). If supported by the our local legislative delegation, the Mobility Authority will seek to extend the CDA authority granted in SB 1420 for the U.S. 183 (Bergstrom Expressway) project.

6. **State Funding for Discounted or Free Tolls under HB 3139, 81st Legislative Session:** The Mobility Authority supports and will seek an appropriation of sufficient funds from the state to defray the cost of providing free or discounted tolls on Mobility Authority toll projects to eligible users identified by subsection (b) of Section 372.053 of the Transportation Code, as enacted by HB 3139.



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #6 SUMMARY

Authorize the Executive Director to execute a development agreement with Cedar Park Town Center LP, and to advertise for bids for improvements to the southbound 183A frontage road north of its intersection with RM 1431.

Strategic Plan Relevance: Regional Mobility

Department: Engineering

Associated Costs: TBD

Funding Source: General Funds

Board Action Required: Yes

Description of Matter: In connection with the construction of a new Costco store, Cedar Park Town Center LP (the "Developer") needs to add a right-turn lane and associated improvements to the southbound 183A frontage road, starting approximately 1,960 feet north of RM 1431 (East Whitestone Boulevard) and continuing south to the intersection with RM 1431.

The Mobility Authority and Developer are close to a proposed development agreement by which the Mobility Authority will bid out, manage the construction, and inspect the required work based on agreed-upon project plans, as the Board approved at its February 2013 meeting with Pecan Grove - SPVF L.P., the developer of the "Scottsdale Drive" project. The Developer will escrow an agreed-upon estimate for construction costs, plus a contingency reserve and fees the Mobility Authority will incur to oversee and inspect the contractor's work through its general engineering consultant HNTB Corporation. As of April 19, we have not reached an agreement on the amount of funds to be escrowed by the Developer before soliciting bids for the required construction work, but have posted the matter for Board action in anticipation of reaching that agreement before the meeting.

Reference documentation: Draft Resolution

Contact for further information: Wesley M. Burford, P.E., Director of Engineering

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

RESOLUTION NO. 13-___

**AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A DEVELOPMENT
AGREEMENT WITH CEDAR PARK TOWN CENTER LP, AND TO ADVERTISE FOR
BIDS FOR IMPROVEMENTS TO THE SOUTHBOUND 183A FRONTAGE ROAD
NORTH OF ITS INTERSECTION WITH RM 1431.**

WHEREAS, Cedar Park Town Center LP (the “Developer”) is developing property abutting the southbound 183A frontage road at and near its intersection with RM 1431 (East Whitestone Boulevard); and

WHEREAS, to provide safe and sufficient access to the development and travelers on the 183A frontage road, the Developer and the Mobility Authority have negotiated a development agreement to provide a right-turn lane and associated improvements for the southbound 183A frontage road to provide safer access to the accessed property after it is developed for retail uses; and

WHEREAS, the Executive Director recommends approval of the proposed development agreement attached to this resolution as Exhibit 1.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves the proposed development agreement and authorizes the Executive Director to execute the development agreement with Cedar Park Town Center LP in the form or substantially in the form attached to this resolution as Exhibit 1; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized to advertise for bids to construct the proposed right-turn lane in accordance with terms of the development agreement and the Mobility Authority’s procurement policies.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of April, 2013.

Submitted and reviewed by:

Approved:

Andrew Martin, General Counsel
Central Texas Regional Mobility Authority

Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 13-___
Date Passed: 4/24/13

EXHIBIT 1 TO RESOLUTION NO. 13-
PROPOSED DEVELOPMENT AGREEMENT

[on the next 16 pages]

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is effective April ____, 2013, and is between the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (“Mobility Authority”) and CEDAR PARK TOWN CENTER LP, a Texas limited partnership (“Developer”). The Mobility Authority and Developer may be referred to collectively in this Agreement as the “Parties,” and individually as a “Party.”

WHEREAS, the Mobility Authority recently completed its construction of the 183A Phase II Turnpike Project, from RM 1431 to a point north of the intersection of 183A and Hero Way (“183A”); and

WHEREAS, Developer is the owner of certain real property in the City of Cedar Park, Texas, that abuts the southbound frontage roads for 183A, consisting of Tract 1 (49.12 acres, the “Property”), as more fully described in **Exhibit 1** attached to this Agreement.

WHEREAS, to facilitate traffic management for the benefit of both the public and for the users and occupants of the Property after the Property is developed, Developer has proposed construction of a new frontage road lane and associated improvements in the southbound 183A frontage road abutting and serving the Property, starting at a point located approximately 1,960 feet north of RM 1431, continuing south to the intersection of the southbound 183A frontage road with RM 1431 (the “Roadway Project”), and

WHEREAS, this Agreement establishes the Parties respective obligations with respect to the Roadway Project.

NOW THEREFORE, the Mobility Authority and Developer hereby agree as follows:

A. ROADWAY PROJECT

1. The Roadway Project is further defined as construction of a 12-ft wide frontage road lane, curbed and guttered, together with all required and related construction and drainage improvements, as generally illustrated by **Exhibit 2** to this Agreement.
2. Developer has prepared and provided to the Mobility Authority the design and construction documents required for the Roadway Project, including plans in accordance to TxDOT Standards and Specifications; a Construction Manual that includes all documents, specifications, special provisions, special specifications and general notes required by the Mobility Authority; a Construction Schedule; native CADD files used in the development of the construction documents; an electronic file in PDF format for each document provided under this paragraph; and any other documents identified by the Mobility Authority as necessary to construct the Roadway Project (the “Project Plans”). Based on the Project Plans, Developer has provided the Engineer’s Cost Estimate set forth in **Exhibit 3**. The Mobility Authority has reviewed and approved the Project Plans and the Engineer’s Cost Estimate.

3. No later than five days after the effective date of this Agreement, Developer shall pay the full amount of the Engineer's Cost Estimate established by **Exhibit 3** into an escrow account established in accordance with and subject to the Escrow Agreement attached as **Exhibit 4** to this Agreement (the "Escrow Agreement").
4. The Mobility Authority shall procure and supervise the construction contract for the Roadway Project in accordance with the Mobility Authority's Procurement Policies established by the Mobility Authority Policy Code. The Mobility Authority shall initiate the procurement process required to hire a contractor to build the Roadway Project no later than ten days after:
 - a. the Escrow Agreement has been executed by the Mobility Authority, the Developer, and the escrow agent identified in that agreement (the "Escrow Agent"), and a duly-executed counterpart original of that escrow agreement has been delivered to the Escrow Agent; and
 - b. Developer has deposited funds equal to the Engineer's Cost Estimate with the Escrow Agent to be held in escrow under the Escrow Agreement.
5. Developer shall pay all third party costs incurred by the Mobility Authority for the procurement, construction, and construction oversight of the Roadway Project (the "Actual Cost"), in an amount not to exceed the Engineer's Cost Estimate deposited into escrow. The Mobility Authority may draw upon the funds deposited by Developer into the escrow account in accordance with the terms and conditions of the Escrow Agreement. After completion and acceptance of the Roadway Project by the Mobility Authority and after the Mobility Authority has established and paid the Actual Cost, any funds remaining in the escrow account, including any accrued interest, shall be returned to Developer. The Mobility Authority shall within a reasonable time after a written request by Developer from time to time furnish Developer with an accounting of the Actual Cost.
6. The Mobility Authority shall oversee the construction of the Roadway Project in an effective manner to assure timely and proper completion thereof in accordance with the Project Plans. The Mobility Authority shall require the contractor awarded the Roadway Project not to unreasonably interfere with the contemporaneous development on the Property and the Mobility Authority shall exercise commercially reasonable efforts to enforce such obligation.

B. DEFAULT; REMEDIES; TERMINATION

1. Either Party may terminate this Agreement if the other Party defaults in its obligation and, after receiving notice of the default and of the non-defaulting Party's intent to terminate, fails to cure the default no later than ten days after receipt of that notice.
2. This Agreement will terminate on the date when all Escrowed Funds have been disbursed in accordance with the terms of the Escrow Agreement, or September 30, 2013, whichever date is earlier.

C. MISCELLANEOUS PROVISIONS

1. Actions Performable; Venue. The Mobility Authority and the Developer agree that all actions to be performed under this Agreement are performable in Williamson County, Texas. The parties agree that the exclusive venue for any lawsuit arising out of or relating to this Agreement will be in Williamson County, Texas, and waive the right to sue or be sued elsewhere.
2. Governing Law. The Mobility Authority and Developer agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.
3. Complete Agreement; Amendment. This Agreement represents the entire agreement between the parties regarding the Roadway Project and supersedes all oral statements and prior writings relating to this Agreement. This Agreement may not be amended except by an instrument in writing signed by Developer and the Mobility Authority.
4. Exhibits. All exhibits and attachments attached hereto are incorporated herein by this reference.

Exhibit 1	-	Description of the Properties
Exhibit 2	-	Roadway Project Illustration
Exhibit 3	-	Engineer's Cost Estimate
Exhibit 4	-	Escrow Agreement

5. Notice. All notices, demands or other requests, and other communications required or permitted under this Agreement 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 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:

For the Mobility Authority:

Mike Heiligenstein, Executive Director
Central Texas Regional Mobility Authority
301 Congress Avenue, Suite 650
Austin, TX 78701
(512) 996-9784 (facsimile)

For the Developer:

CEDAR PARK TOWN CENTER LP
c/o Mr. Michael Ainbinder
The Ainbinder Company
2415 W. Alabama, Suite 205
Houston, Texas 77098
(713) 892-5656 (facsimile)

6. Force Majeure. Whenever a period of time is prescribed by this Agreement for action to be taken by either Party, the Party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorist acts or activities, governmental laws, regulations, or restrictions, or any other causes of any kind whatsoever which are beyond the control of such party.
7. Assignment. This Agreement may be assigned by the Developer. The Developer must deliver to the Mobility Authority a written acknowledgement from the entity being assigned the Developer's position in this Agreement, acknowledging this Agreement and committing to assume all of the Developer's obligations included in this Agreement. No assignment of this Agreement shall release Developer from its obligations under this Agreement, but rather Developer and its assignee shall be jointly and severally liable for those obligations.
8. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the Mobility Authority and Developer, respectively.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By: _____
Mike Heiligenstein, Executive Director

CEDAR PARK TOWN CENTER LP

By: Ainbinder Cedar Park, LLC

By: _____
Michael C. Ainbinder
Chairman, CEO and Manager

Exhibit 1 - Description of the Property

[to be provided]

Exhibit 2 - Roadway Project Illustration

[to be provided]

Exhibit 3 - Engineer's Cost Estimate

[to be provided]

Exhibit 4 - Escrow Agreement

[on the following eight pages]

ESCROW AGREEMENT

This Escrow Agreement (“Escrow Agreement”) is dated April ____, 2013, between CEDAR PARK TOWN CENTER LP, a Texas limited partnership (“Developer”), the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (“Mobility Authority”), a Texas political subdivision, and VERITAS TITLE PARTNERS, L.P. (“Veritas”), as the Escrow Agent. Developer, Mobility Authority, and Veritas may be referred to collectively in this Escrow Agreement as the “Parties,” and individually as a “Party.”

RECITALS

WHEREAS, Developer and Mobility Authority have entered into a Development Agreement effective March ____, 2013 (the “Development Agreement”) to fund certain roadway and related improvements described in that agreement (the “Roadway Project”);

WHEREAS, Developer has agreed in the Development Agreement to place \$_____ in an escrow account as a source of funds to be used by Mobility Authority to build the Roadway Project; and

WHEREAS, Veritas has agreed to serve as the escrow agent for Developer and Mobility Authority in accordance with the terms and conditions of this Escrow Agreement.

NOW, THEREFORE, for Parties agree as follows:

1. **Incorporation of Recitals and Findings.** The Recitals above are a part of this agreement. Capitalized words and phrases that are not defined in this Escrow Agreement have the meaning given in the Development Agreement.
2. **Appointment of Escrow Agent.** Developer and Mobility Authority hereby appoint Veritas 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.** No later than five business days after all Parties have signed this Escrow Agreement, Developer shall deliver one duly-executed counterpart original of this Escrow Agreement to Escrow Agent.
4. **Deposit of Escrowed Funds.** Concurrently with the delivery of the duly-executed counterpart original of this Escrow Agreement to Escrow Agent, Developer shall deposit with Escrow Agent the sum of \$_____ (the “Escrowed Funds”). Escrow Agent shall not be responsible for the collection of the Escrowed Funds and may fully rely on Developer 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 Developer and insured by the FDIC. 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.

5. **Escrow Term.** The Escrow shall close when all of the Escrowed Funds are disbursed in accordance with Sections 6 and 9 below, as applicable.

6. **Disbursement of Escrowed Funds to Mobility Authority.** Escrow Agent is instructed to disburse payments from the Escrowed Funds to the Mobility Authority in accordance with the following procedures:

- (a) Mobility Authority will submit a draw request to Escrow Agent stating and representing as true and correct the payment or payments made by Mobility Authority to outside contractors to provide services relating to bidding and oversight of the construction contract and to pay the contract price for construction of the Roadway Project to the bidder selected for the contract. A true and correct copy of each draw request submitted to the Escrow Agent shall be submitted contemporaneously by Mobility Authority to Developer using the same method of notice Mobility Authority uses under Section 11(c) to submit the draw request to Escrow Agent.
- (b) Within five business days after the date Escrow Agent receives a draw request, Escrow Agent shall disburse the draw amount to Mobility Authority.
- (c) The draw request shall be completed using the form attached as Exhibit 1.
- (d) The Escrow Agent shall pay each completed draw request forwarded by Mobility Authority to Escrow Agent. The draw request shall be paid in the dollar amount actually submitted in writing by Mobility Authority, if sufficient Escrowed Funds are available.

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

- (a) Mobility Authority shall keep and maintain records to document and support that each individual draw request paid to Mobility Authority has been used only for one or more of the authorized purposes established by Section 6(a) of this Escrow Agreement. Records maintained under this subsection shall be made available for review and copying by Developer upon Developer's written request.
- (b) All of Mobility Authority's expenditures under this Escrow Agreement shall be subject to audit by Developer, at Developer's request and sole expense.

8. **Disbursement of Remaining Escrowed Funds.** Escrow Agent shall disburse to Developer any funds that remain in the Escrow Account no later than ten days after receipt of notice from Mobility Authority to Escrow Agent and to Developer that the Roadway Project has been completed and accepted by Mobility Authority and that all funds eligible for disbursement to Mobility Authority under Section 6(a) have been disbursed to Mobility Authority.

9. **Resignation of Escrow Agent.** Escrow Agent reserves the right to resign hereunder, upon 20 days prior written notice to Mobility Authority and Developer. In the event of said resignation, and prior to the effective date thereof, either (a) Mobility Authority and Developer, 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 Mobility Authority and Developer 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. **Escrow Fee.** Escrow Agent waives any right to receive a fee in connection with its services under this Escrow Agreement.

11. **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 Escrow 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 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 or electronic mail transmission (the latter of scanned documents in formats such as .pdf or .tif) for which confirmation of receipt by the other parties has been obtained by the sending Party:

Escrow Agent: Veritas Title Partners. L.P.
Attn: Sandra Paige
2415 W. Alabama, Suite 203
Houston, Texas 77098
(713) 482-2802
(713) 482-2840 (facsimile)
Email: spaige@veritastitlepartners.com

Developer: Cedar Park Town Center LP
c/o Mr. Michael Ainbinder
The Ainbinder Company
2415 W. Alabama, Suite 205
Houston, Texas 77098
(713) 892-5600
(713) 892-5656 (facsimile)
Email: mca@ainbinder.com

Mobility Authority: Central Texas Regional Mobility Authority
Attn: Wes Burford, Director of Engineering
301 Congress Avenue, Suite 650
Austin, Texas 78701
(512) 996-9778
(512) 996-9784 (facsimile)
Email: wburford@ctrma.org

- (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 Escrow 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 and construed in accordance with the laws in the State of Texas. The Parties agree that the exclusive venue for any lawsuit arising out of or relating to this Escrow Agreement will be in Williamson County, Texas, and waive the right to sue or be sued elsewhere.
- (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.

12. **Conflict with Development Agreement.** In the event of a conflict between any term, provision or condition of the Development Agreement and this Escrow Agreement, the terms, conditions and provisions of the Development Agreement shall govern with respect to Developer and Mobility Authority. Escrow Agent shall be bound by only the terms and stipulations of this Escrow Agreement.

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

14. **Term.** This Escrow Agreement shall terminate when all Escrowed Funds have been disbursed in accordance with the terms hereof. The provisions of Section 7 of this Escrow Agreement shall survive such termination for a period of two years.

Executed to be effective as of the Effective Date.

MOBILITY AUTHORITY:

CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY

By: _____

Name: Mike Heiligenstein

Title: Executive Director

Date: _____

DEVELOPER:

CEDAR PARK TOWN CENTER LP

By: Ainbinder Cedar Park, LLC

By: _____

Michael C. Ainbinder

Chairman, CEO and Manager

Date: _____

ESCROW AGENT:

VERITAS TITLE PARTNERS, L.P.

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 2

DRAW REQUEST

Date: _____

Veritas Title Partners, L.P.
Attn: Sandra Paige
2415 W. Alabama, Suite 203
Houston, Texas 77098

Re: Escrow Agreement by and between CEDAR PARK TOWN CENTER LP, a Texas limited partnership (“Developer”), the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (“Mobility Authority”), a Texas political subdivision, and VERITAS TITLE PARTNERS LP. (“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: _____, 2013.

\$ _____ Amount Remaining in Escrow following Current Draw.

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

1. Reimbursement of costs paid by the Mobility Authority to HNTB Corporation, its General Engineering Consultant, for services relating to procurement and oversight of the construction contract.
2. Reimbursement of costs paid by the Mobility Authority to _____, its _____, for services relating to procurement and oversight of the construction contract.
3. Reimbursement of costs paid by the Mobility Authority to _____, the general contractor selected by the Mobility Authority, for costs and charges incurred under the contract to construct the Roadway Project.

The undersigned further certifies that:

1. all work described by this draw request has been undertaken in compliance with applicable local, state, and federal laws and regulations; and

2. the Mobility Authority has provided a true and correct copy of this draw request to Developer 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 Mobility Authority to document the expenses included in this draw request.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By: _____
Name: _____
Title: _____
Date: _____

cc: CEDAR PARK TOWN CENTER, L.P.
c/o Mr. Michael Ainbinder
The Ainbinder Company
2415 W. Alabama, Suite 205
Houston, Texas 77098



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #7 SUMMARY

Approve an amended agreement with Crosswind Communications, LLC, for additional services including work on the MoPac Improvement Project and the Oak Hill Parkway study.

Strategic Plan Relevance: Mobility and Innovation - The Communications Team is using innovative public outreach activities to advance regionally significant transportation projects that will improve mobility.

Department: Communications

Associated Costs: Amount Not to Exceed \$250,000

Funding Source: Capital Projects and Operating

Board Action Required: Approval of Contract Supplement

Description of Matter:

The Board previously approved a two-year contract in the amount of \$800,000 with Crosswind Communications. Staff has undertaken a number of activities not originally contemplated when the contract was negotiated and executed. These activities, including work on the MoPac Improvement Project and the Oak Hill Parkway Study, have contributed to expenses that will exceed the original contracted amount prior to the end of the two-year contract period. Staff is requesting an increase in the Crosswind contract by an amount not to exceed \$250,000.

Reference documentation:

Draft Resolution

Contact for further information:

Steve Pustelnyk



CENTRAL TEXAS
Regional Mobility Authority

Memo

To: Board Members
From: Steve Pustelnyk
Date: April 24, 2013
Re: Crosswind Contract Supplement

In July 2011 the Board approved a contract with Crosswind Communications, LLC to provide Communication and Marketing Consultant Services. The contract term was for two years and included an option for two (2) one-year extensions. Under the terms of the contract, Crosswind was authorized to provide up to \$800,000 in services for the initial two year contract through July 31, 2013. Since the contract was signed, Crosswind has undertaken a number of tasks that were not originally anticipated when the contract was negotiated and executed. Some of these tasks include:

- **2012 Annual Report** – In prior years, the annual report was produced in house. In 2012 the report was produced by the firm Arsenal under contract with Crosswind at a cost of \$22,140
- **MoPac Improvement Project** - The Mobility Authority assumed responsibility for extended public outreach activities in support of TxDOT on the MoPac Improvement Project. As of January 2013, Crosswind and its sub consultant, Rifeline, had expended \$78,000 in support of the MoPac Improvement Project.
- **Oak Hill Parkway Study** - Crosswind and their sub consultant, Rifeline, have been serving as the lead public outreach firms supporting the Mobility Authority on the Oak Hill Parkway Study. To date, they have expended \$126,000 on the project.

Due to these unanticipated expenditures, Crosswind does not have enough funding authorization to complete the work anticipated during the remainder of their original two year contract period. Therefore, staff is requesting the Board increase Crosswinds contract amount by an amount not to exceed \$250,000 for the contract period ending July 31, 2013.

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

RESOLUTION NO. 13-___

**APPROVING AN AMENDED AGREEMENT WITH CROSSWIND
COMMUNICATIONS, LLC, FOR ADDITIONAL SERVICES
INCLUDING WORK ON THE MOPAC IMPROVEMENT PROJECT
AND THE OAK HILL PARKWAY STUDY.**

WHEREAS, by Resolution No. 11-099, enacted July 28, 2011, the Board awarded a contract to Crosswind Communications, LLC, (“Crosswind”) to provide communications and marketing consulting services to the Mobility Authority; and

WHEREAS, under that contract, Crosswind was authorized to provide up to \$800,000 in communications and marketing consulting services to the Mobility Authority; and

WHEREAS, at the request of the Mobility Authority, Crosswind was provided public outreach services for the MoPac Improvement Project and the Oak Hill Parkway Study that were not anticipated when the contract was negotiated and executed; and

WHEREAS, the Executive Director recommends amending the contract with Crosswind to authorize an additional \$250,000 in compensation.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors authorizes the Executive Director to negotiate and execute an amendment to the contract with Crosswind Communications, LLC, to increase the compensation payable to Crosswind by \$250,000, for a revised total compensation under the contract not to exceed \$1,050,000.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of April, 2013.

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: 13-___
Date Passed: 4/24/13



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #8 SUMMARY

Approve an advance funding agreement with the Texas Department of Transportation for a pilot program to study use of real-time ridesharing technology.

Strategic Plan Relevance:	Regional Mobility and Innovation
Department:	Toll Operations
Associated Costs:	\$959,008
Funding Source:	\$45,000 from the Mobility Authority; \$45,000 from TxDOT; \$105,000 from Vendor Contribution; \$764,008 reimbursed with Value Pricing Pilot Program funds.
Board Action Required:	Yes

Description of Matter: The U.S. Department of Transportation (“USDOT”) issued a Call for Projects for FY 2010-2011 under the Value Pricing Pilot Program (VPPP). In response, the Mobility Authority, in conjunction with TxDOT and CAMPO, prepared and submitted an application to study use of real-time ridesharing technology to support differential tolling by occupancy. The Mobility Authority’s application was reviewed and evaluated by USDOT, and the Project was selected as one of the projects to be funded. The Texas Transportation Commission issued Minute Order Number 110916 authorizing the Mobility Authority to enter into an Advanced Funding Agreement with TxDOT for implementation and oversight of this Program. TxDOT and the Mobility Authority have been engaged since late 2012 developing the Advanced Funding Agreement. The attached draft is recommended for approval and execution by the Executive Director.

Reference documentation:	Draft Resolution Draft Advanced Funding Agreement with TxDOT
Contact for further information:	Tim Reilly, Director of Toll Operations

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

RESOLUTION NO. 13-___

**APPROVING AN ADVANCE FUNDING AGREEMENT WITH THE
TEXAS DEPARTMENT OF TRANSPORTATION FOR A PILOT PROGRAM TO
STUDY USE OF REAL-TIME RIDESHARING TECHNOLOGY.**

WHEREAS, the Texas Transportation Commission issued Minute Order Number 110916 authorizing an advanced funding agreement (“AFA”) between the Texas Department of Transportation (“TxDOT”) and the Mobility Authority to fund a pilot program to study use of real-time ridesharing technology to support differential tolling by occupancy; and

WHEREAS, the Executive Director and TxDOT staff have discussed and agreed to a proposed AFA for that purpose, attached as Exhibit 1; and

WHEREAS, the Executive Director recommends approval of the proposed AFA attached as Exhibit 1.

NOW THEREFORE, BE IT RESOLVED that the proposed AFA is hereby approved; and

BE IT FURTHER RESOLVED that the Executive Director may finalize and execute on behalf of the Mobility Authority the proposed AFA in the form or substantially the same form as Exhibit 1.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of April, 2013.

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: 13-___
Date Passed: 4/24/2013

EXHIBIT 1 TO RESOLUTION 13-
PROPOSED ADVANCED FUNDING AGREEMENT WITH TxDOT

[on the following 11 pages]

STATE OF TEXAS §
COUNTY OF TRAVIS §

**NON-CONSTRUCTION
ADVANCE FUNDING AGREEMENT
VALUE PRICING PILOT PROGRAM**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation (TxDOT), called the “State”, and Central Texas Regional Mobility Authority, acting by and through its duly authorized officials, called the “Local Government.”

BACKGROUND

Federal law establishes federally funded programs for transportation improvements to implement its public purposes, including the Value Pricing Pilot program. Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and Federal funds. The Texas Transportation Commission passed Minute Order Number 110916, which provides for development of and funding for the Project identified in this agreement. The Governing Body of the Local Government has approved entering into this agreement by resolution dated _____, which is attached to and made part of this agreement as Attachment A.

The Local Government shall perform all work for this project in accordance with the FHWA 10/19/10 notice (75 Fed. Reg. 201) soliciting Value Pricing Pilot Program (VPPP) applications meeting certain guidelines set forth in that notice and per VPPP guidelines as defined by Section 1012(b) of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA), Public Law 102-240, as amended by section 1216(a) of the Transportation Equity Act for the 21st Century (TEA-21), and section 1604 (a) of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA- LU), Pub. L. 109-59 (8/10/05).

NOW THEREFORE, the State and the Local Government agree as follows:

AGREEMENT

1 Period of the Agreement

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the close of ordinary business five years from date of final execution.

2 Scope of Work

The Scope of Work is the Project as detailed in Attachment B, which is attached to and made part of this agreement.

3 Local Project Sources and Uses of Funds

A. The total estimated cost of the Project is shown in Attachment C – Project Budget Estimate, which is attached and made part of this agreement. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for one hundred percent

(100%) of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

- B.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before a federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled Local Government Project Procedures Qualification for the Texas Department of Transportation. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C.** The State will be responsible for securing the Federal and State share of the funding required for the Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- D.** The Local Government will be responsible for all non-federal and non-state participation costs associated with the Project, including any overruns in excess of the approved local Project budget. If the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- E.** The State will not pay interest on any funds provided by the Local Government.
- F.** The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- G.** Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. These funds may only be applied to the Project. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal Government will be promptly paid by the owing party. After final Project accounting, if excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.
- H.** If the Project has been approved for a fixed price or incremental payments under 43 TAC §15.52, Attachment C will clearly state the amount of the fixed price or the incremental payment schedule. If the Local government is an Economically Disadvantaged County and if the State has approved adjustments to the standard financing arrangement, Attachment C will reflect those adjustments.
- I.** The state auditor may conduct an audit or 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.

- J. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

4 Termination

This agreement may be terminated:

- A. By mutual consent of the parties;
- B. By one party because of a material breach by the other party, in which case the breaching party shall pay any costs incurred because of the breach;
- C. By the State if the Local Government elects not to provide its share of funding, in which case the Local Government shall pay for the State's reasonable actual costs during the Project; or
- D. If the project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds.

5 Amendments

Amendments to this agreement shall be in writing and shall be executed by both parties.

6 Remedies

This agreement shall not be considered as specifying the exclusive remedy for any default. All legal remedies may be pursued by either party and shall be cumulative.

7 Notices

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

State of Texas: Texas Department of Transportation Attention: Director of Contract Services 125 East 11 th Street Austin, Texas 78701	Local Government: Central Texas Regional Mobility Authority Attention: Executive Director 301 Congress Avenue, Suite 650 Austin, TX 78701
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All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

8 Legal Construction

If any provision in this agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision of this agreement. In that case, this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

9 Responsibilities of the Parties

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

10 Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government.

11 Compliance with Laws

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

12 Sole Agreement

This agreement supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

13 Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

14 Procurement and Property Management Standards

The parties shall comply with the procurement standards established in 49 CFR §18.36 the property management standard established in 49 CFR §18.32.

15 Inspection of Books and Records

The parties shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make those materials available to the State and the Local Government. If the agreement involves federal funds, the same materials shall be made available to the FHWA, the U.S. Office of the Inspector General, and their authorized representatives for review and inspection. Records shall be maintained for four (4) years from the termination of this agreement or until any related litigation or claims are resolved, whichever is later. Additionally, the State, the Local Government, the FHWA, and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

16 Civil Rights Compliance

The Local Government shall comply with the regulations of the U.S. Department of Transportation (DOT) as they relate to non-discrimination, 49 CFR Part 21 and 23 Part 200, and with Executive Order 11246, as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

17 Disadvantaged Business Enterprise (DBE) Program Requirements

- A.** The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B.** The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C.** The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or

services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

18 Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

19 Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

20 Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>
and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 - 1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://www.bpn.gov/ccr/default.aspx>;
 - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
 - 3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

21 Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/contact_us/audit.htm.
- C. If expenditures are less than \$500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing

CSJ # 0914-00-373
District # Austin-14
Code Chart 64 # 60432
Project: VPPP: Real-time Ridesharing Technology to Support Differential Tolling by Occupancy
Federal Highway Administration
CFDA # 20.200
Not Research and Development

shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

22 Signatory Warranty

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

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By _____ Date _____
Mike Heiligenstein
Executive Director

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 _____
Janice Mullenix
Director of Contract Services

CSJ # 0914-00-373
District # Austin-14
Code Chart 64 # 60432
Project: VPPP: Real-time Ridesharing Technology
to Support Differential Tolling by Occupancy
Federal Highway Administration
CFDA # 20.200
Not Research and Development

**ATTACHMENT A
RESOLUTION**

(RESOLUTION IS ATTACHED AND MADE A PART OF THIS AGREEMENT.)

This should be the CTRMA Resolution only; do not include a copy of this agreement.

ATTACHMENT B
SCOPE OF WORK

Real-time Ridesharing Technology to Support Differential Tolling by Occupancy

The Local Government shall deploy real-time ridesharing, facilitated by technology and incentives, and will link dynamic ridesharing and tolling systems, automatically providing participants sharing rides with a toll discount. The study will demonstrate the general operational concept of using real-time ridesharing technology in conjunction with an existing tolling system for express lane occupancy verification. The primary facility for this pilot is the 183A toll road on which variable (time-of-day) pricing will be tested. Morning and evening shoulder fares are planned to be reduced as part of an existing project, “183A Turnpike Pilot Variable Pricing Project: Downstream Impacts.” The newly-opened US-290 East/Manor Expressway will also be a pilot facility since the Local Government must apply pricing similarly on all its toll roads in the region and thus will provide—like on 183A—for a high-occupancy vehicle toll discount which will automatically be applied to pilot participants sharing rides on this facility. Three major employment centers have been defined as downstream destination clusters: the Northwest Technology Center, the Arboretum, and Downtown Austin including the University of Texas.

The Local Government shall also examine the effect of pricing and real-time ridesharing on congestion, travel behavior, and traffic volumes on the broader system of both tolled and non-tolled roads. In addition to 183A and the Manor Expressway, the pilot will be conducted along currently non-tolled roads; candidate corridors include US-183, IH-35, and Loop 1/MoPac.

A written Notice to Proceed (NTP) will be required before any services can be performed. The Notice to Proceed may only be authorized by TxDOT’s Project Manager or higher level of authority. The Notice to Proceed will include a work plan for the tasks requested, maximum amount payable, and will specify an initiation and completion date.

Task 1: Pre-Implementation Plan

The Local Government shall perform pre-implementation preparations including integration and testing of the ridesharing technology with the existing toll collection system. The Local Government shall also beta test using real drivers and passengers, and develop an evaluation plan.

- Estimated Cost: \$166,850
- Deliverables: Within six (6) months from NTP, the Local Government shall deliver the results of the Pre-Implementation Plan. Throughout the duration of the project, the Local Government shall provide monthly reports on the progress of work that corresponds to project charges being billed the same month.

Task 2: Recruitment

The Local Government shall perform recruitment for the pilot, working with the stakeholders to contact large employers in the major employment centers and the University of Texas at Austin to attract rideshare participants. A community manager role shall be staffed by Avego to engage users and keep them involved throughout the project. In addition to start-up incentives for drivers and riders, toll discounts will be offered as an incentive for participation. The recruitment goal to achieve critical mass is 500 members (both drivers and riders). At this level of participation, at least twenty percent of the members, or 100 drivers and riders will be actively participating. After individual users have demonstrated some consistency in program usage, start-up incentives funded by the pilot may be

discontinued for such individual users. However, toll discounts that are not funded by the pilot shall, continue throughout the full duration of the pilot project.

- Estimated Cost: \$248,613
- Deliverables: Within twelve (12) months from NTP, the Local Government shall deliver the results of the Recruitment. Throughout the duration of the project, the Local Government shall provide monthly reports on the progress of work that corresponds to project charges being billed the same month.

Task 3: Implementation

The Local Government shall implement the pilot with the active users (drivers and riders) utilizing the ridesharing technology to carpool along the 183A and Manor Expressway toll corridors, and non-toll corridors in the Austin area. By carpooling, the users can split costs and take advantage of incentives for reduced tolls on the 183A toll road, and save time on their commute. In order to calculate and distribute incentives, participants will utilize the Avego mobile application to broker all shared trips.

- Estimated Cost: \$442,545
- Deliverables: Within eighteen (18) months from NTP, the Local Government shall deliver the results of the pilot Implementation. Throughout the duration of the project, the Local Government shall provide monthly reports on the progress of work that corresponds to project charges being billed the same month.

Task 4: Analysis and Reporting

The Local Government shall perform Analysis and Reporting from data collected throughout the life of the pilot to confirm if the project is meeting its goals.

- Estimated Cost: \$101,000
- Deliverables: Within twenty-four (24) months from NTP, the Local Government shall deliver the results of the Analysis and Reporting. Throughout the duration of the project, the Local Government shall provide monthly reports on the progress of work that corresponds to project charges being billed the same month.

**ATTACHMENT C
 PROJECT BUDGET ESTIMATE**

**NON-CONSTRUCTION AFA
 LG PERFORMS WORK, COST SPLIT**

Costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Value Pricing Pilot Program (by Local Government)	\$959,008	80%	\$764,008	4.7%	\$45,000	15.6%	\$150,000
Direct State Costs	\$0	0%	\$0	0%	\$0	0%	\$0
Indirect State Costs	\$0	0%	\$0	0%	\$0	0%	\$0
TOTAL	\$959,008	80%	\$764,008	5%	\$45,000	16%	\$150,000

Payment by the Local Government to the State \$0

This is an estimate. The final amount of Local Government participation will be based on actual costs.

1. The Local Government shall issue an authorized and approved invoice with supporting work progress reports each month as the work is completed. This includes:
 - a. an invoice for 80% of the total work performed each month;
 - b. a monthly progress report that substantiates 100% of all work performed (the 20% of work performed but not invoiced to TxDOT is the Federally-required match provided by the Local Government); and
 - c. copies of all payments made to contractors, consultants, etc. for the month that are reflected in the invoice to TxDOT.
2. The Local Government shall email invoices and all attachments to email addresses to be provided by TxDOT's Austin District.



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #9 SUMMARY

Approve a new proprietary vendor contract with Avego Corporation and revised agreements with HNTB Corporation, the Texas A&M Transportation Institute, and Telvent USA Corporation for a pilot program to study use of real-time ridesharing technology.

Strategic Plan Relevance: Regional Mobility and Innovation

Department: Toll Operations

Associated Costs: \$959,008

Funding Source: \$45,000 from the Mobility Authority; \$45,000 from TxDOT; \$105,000 from Vendor Contribution; \$764,008 reimbursed with Value Pricing Pilot Program funds.

Board Action Required: Yes

Description of Matter: The grant received by the Mobility Authority for the Variable Pricing Pilot Program (VPPP) to study use of real-time ridesharing technology to support differential tolling by occupancy will require services by Avego Corporation, the developer of the proprietary software program for real-time ridesharing, and other current Mobility Authority consultants. Necessary services will include assisting the Mobility Authority in development and implementation of the VPPP project including general project oversight, oversight of Local Government Project Procedures (LGPP) requirements, planning, recruitment, implementation and final analysis/reporting on the findings of the study. Work will be performed through a sole source contract with Avego Corporation and by new work authorizations with existing Mobility Authority consultants and vendors, including HNTB Corporation, the Texas A&M Transportation Institute, and Telvent USA Corporation.

Reference documentation: Draft Resolution
Draft Anticipated Fee Allocations

Contact for further information: Tim Reilly, Director of Toll Operations

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

RESOLUTION NO. 13-___

APPROVING A NEW PROPRIETARY VENDOR CONTRACT WITH AVEGO CORPORATION AND REVISED AGREEMENTS WITH HNTB CORPORATION, THE TEXAS A&M TRANSPORTATION INSTITUTE, AND TELVENT USA CORPORATION FOR A PILOT PROGRAM TO STUDY USE OF REAL-TIME RIDESHARING TECHNOLOGY.

WHEREAS, the Mobility Authority has obtained funding to undertake and conduct a pilot program to fund a pilot program to study use of real-time ridesharing technology to support differential tolling by occupancy (the "Pilot Program"); and

WHEREAS, in addition to a proprietary vendor contract with Avego Corporation, the developer and owner of the software program to be used under the Pilot Program, the Mobility Authority will enter into appropriate agreements with existing consultants HNTB Corporation, The Texas A&M Transportation Institute, and Telvent USA Corporation to provide the services needed to oversee and conduct the Pilot Program, all such services to be within the scope of services previously established by each consultant's respective contract with the Mobility Authority; and

WHEREAS, total payments to be made under the Pilot Program agreements with Avego Corporation and the existing consultants to the Mobility Authority will not exceed \$959,008; and

WHEREAS, the Executive Director recommends using Avego Corporation, HNTB Corporation, The Texas A&M Transportation Institute, and Telvent USA Corporation to conduct the Pilot Program.

NOW THEREFORE, BE IT RESOLVED that the Executive Director is authorized to negotiate and execute on behalf of the Mobility Authority appropriate agreements with Avego Corporation, HNTB Corporation, The Texas A&M Transportation Institute, and Telvent USA Corporation to conduct the Pilot Program, for a total payment not exceed \$959,008.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of April, 2013.

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: 13-___
Date Passed: 4/24/2013

Value Pricing Pilot Program (VPPP)



Estimated Cost Allocation Per Task

TASK NO.	DESCRIPTION	ESTIMATED COST
1	Pre-Implementation Plan	\$166,850
2	Recruitment	\$248,613
3	Implementation	\$442,545
4	Analyzing and Reporting	\$101,000
TOTAL		\$959,008

Funding

SOURCE	AMOUNT
Federal Grant	\$764,008
Vendor (Avego Corporation)	\$105,000
Mobility Authority	\$45,000
TxDOT	\$45,000
TOTAL	\$959,008



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #10 SUMMARY

Amend the Policy Code to adopt records retention schedules established by the Texas State Library and Archives Commission.

Department: Law
Associated Costs: None
Funding Source: None
Board Action Required: Yes

Description of Matter: State law requires local governments such as the Mobility Authority to adopt and follow the records retention schedules established by the Texas State Library and Archives Commission. This was previously done for the Mobility Authority by reference to and adoption of the retention schedule in the Mobility Authority Employee Handbook.

The attached resolution amends the Policy Code to adopt by reference the appropriate retention schedules promulgated by the Texas State Library and Archives Commission, as those retention schedules may be modified from time-to-time by the Texas State Library and Archives Commission.

Documentation for reference: Draft Resolution

Contact for further information: Andrew Martin, General Counsel

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

RESOLUTION NO. 13-___

**AMENDING THE POLICY CODE TO ADOPT RECORDS
RETENTION SCHEDULES ESTABLISHED BY THE
TEXAS STATE LIBRARY AND ARCHIVES COMMISSION.**

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

WHEREAS, the Policy Code adopted February 29, 2012, was a non-substantive codification of all policy resolutions adopted by the Board of Directors since 2003.

WHEREAS, the Executive Director recommends that the Board of Directors amend the Policy Code to adopt by reference and incorporation into the Policy Code all applicable sections of the records retention schedules established by the Texas State Library and Archives Commission, as that amendment is set forth in Exhibit 1 to this resolution.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby amends the Policy Code as set forth in Exhibit 1.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of April, 2013.

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: 13-___
Date Passed: 4/24/2013

EXHIBIT 1 TO RESOLUTION NO. 13-

Article 1 (General), Chapter 1 (Governance; Bylaws), of the Mobility Authority Policy Code is amended to add a new section 101.0041, to read as follows:

101.0041 **Records Retention**

(a) The Mobility Authority shall comply with a retention schedule for local government records adopted by the Texas State Library and Archives Commission, including the following schedules hereby adopted and incorporated by reference into this subsection:

- (1) Local Schedule GR (Revised Fourth Edition), effective July 4, 2012; and
- (2) Local Schedule PW 13 TAC §7.125(b)(2) (Second Edition), effective April 11, 2011.

(b) If the Texas State Library and Archives Commission adopts a new record retention schedule, or revises an existing record retention schedule, that applies to a record maintained by the Mobility Authority, the executive director shall ensure that the Mobility Authority complies with the new or revised retention schedule as if that new or revised schedule were specifically adopted by reference into subsection (a).



TEXAS STATE LIBRARY AND ARCHIVES COMMISSION

LOCAL SCHEDULE GR (Revised Fourth Edition)

RETENTION SCHEDULE FOR RECORDS COMMON TO ALL LOCAL GOVERNMENTS

This schedule establishes mandatory minimum retention periods for records that are usually found in all local governments, regardless of type. No local government office may dispose of a record listed in this schedule prior to the expiration of its retention period. A records control schedule of a local government may not set a retention period that is less than that established for the record in this schedule. Original paper records may be disposed of prior to the expiration of their minimum retention periods if they have been microfilmed or electronically stored pursuant to the provisions of the Local Government Code, Chapter 204 or Chapter 205, as applicable, and rules of the Texas State Library and Archives Commission adopted under those chapters. Actual disposal of such records by a local government is subject to the policies and procedures of its records management program.

Destruction of local government records contrary to the provisions of the Local Government Records Act of 1989 and administrative rules adopted under it, including this schedule, is a Class A misdemeanor and, under certain circumstances, a third degree felony (Penal Code, Section 37.10). Anyone destroying local government records without legal authorization may also be subject to criminal penalties and fines under the Public Information Act (Government Code, Chapter 552).

INTRODUCTION

The Government Code, Section 441.158, provides that the Texas State Library and Archives Commission shall issue records retention schedules for each type of local government, including a schedule for records common to all types of local government. The law provides further that each schedule must state the retention period prescribed by federal or state law, rule of court, or regulation for a record for which a period is prescribed; and prescribe retention periods for all other records, which periods have the same effect as if prescribed by law after the records retention schedule is adopted as a rule of the Commission.

The retention period for a record applies to the record regardless of the medium in which it is maintained. Some records listed in this schedule are maintained electronically in many offices, but electronically stored data used to create in any manner a record or the functional equivalent of a record as described in this schedule must be retained, along with the hardware and software necessary to access the data, for the retention period assigned to the record, unless backup copies of the data generated from electronic storage are retained in paper or on microfilm for the retention period. This includes electronic mail (e-mail), websites, and electronic publications.

The use of social media applications may create public records. Any content (messages, posts, photographs, videos, etc.) created or received using a social media application may be considered records and should be managed appropriately. The retention of social media records is based on content and function. Local governments will need to consult the relevant records retention schedule for the minimum retention periods.

Unless otherwise stated, the retention period for a record is in calendar years from the date of its creation. The retention period, applies only to an official record as distinct from convenience or working copies created for informational purposes. Where several copies are maintained, each local government should decide which shall be the official record and in which of its divisions or departments it will be maintained. Local governments in their records management programs should establish policies and procedures to provide for the systematic disposal of copies.

A local government record whose retention period has expired may not be destroyed if any litigation, claim, negotiation, audit, public information request, administrative review, or other action involving the record is initiated; its destruction shall not occur until the completion of the action and the resolution of all issues that arise from it.

A local government record whose retention period expires during any litigation, claim, negotiation, audit, public information request, administrative review, or other action involving the record may not be destroyed until the completion of the action and the resolution of all issues that arise from it.

If a record described in this schedule is maintained in a bound volume of a type in which pages were not meant to be removed, the retention period, unless otherwise stated, dates from the date of last entry.

If two or more records listed in this schedule are maintained together by a local government and are not severable, the combined record must be retained for the length of time of the component with the longest retention period. A record whose minimum retention period on this schedule has not yet expired and is **less than permanent** may be disposed of if it has been so badly damaged by fire, water, or insect or rodent infestation as to render it unreadable, or if portions of the information in the record have been so thoroughly destroyed that remaining portions are unintelligible. If the retention period for the record is **permanent** in this schedule, authority to dispose of the damaged record must be obtained from the Director and Librarian of the Texas State Library and Archives Commission. A Request for Authority to Destroy Unscheduled Records (Form SLR 501) should be used for this purpose.

Certain records listed in this schedule are assigned the retention period of AV (as long as administratively valuable). This retention period affords local governments the maximum amount of discretion in determining a specific retention period for the record described.

Use of Asterisk (*)

The use of an asterisk in this fourth edition of Local Schedule GR indicates that the record is either new to this edition, the retention period for the record has been changed, or amendments have been made to the description of or remarks concerning the record. An asterisk is not used to indicate minor amendments to grammar or punctuation.

ABBREVIATIONS USED IN THIS SCHEDULE

AV - As long as administratively valuable
FE - Fiscal year end
TAC - Texas Administrative Code
US - Until superseded
LA – Life of asset
CE – Calendar year end

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PART 1: ADMINISTRATIVE RECORDS

SECTION 1-1: RECORDS OF GOVERNING BODIES

Retention Note: SCOPE OF SECTION - The retention periods established in this section also apply to the records of subsidiary boards, bureaus, commissions, or committees established by the governing body of a local government that have rulemaking or quasi-judicial authority over any activity or program of the government or that were established by ordinance, order, or resolution for the purposes of advising the governing body or a subsidiary body on policy. Consequently, the use of the term “governing body” in a records description includes the corresponding records of those subsidiary bodies.

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1000-01	AGENDAS			
*GR1000-01a	AGENDAS	Open meetings. 1) If the minutes describe each matter considered by the governing body and reference to an agenda is not required. 2) If the minutes do not describe each matter considered by the governing body and reference to an agenda is required.	2 years. PERMANENT.	
*GR1000-01b	AGENDAS	Certified agendas of closed meetings.	2 years.	By law - Government Code, Section 551.104(a).
GR1000-02	DEDICATIONS		PERMANENT.	
GR1000-03	MINUTES (the use of the term audiotape in (c)-(f) includes videotapes with sound).			
GR1000-03a	MINUTES	Written minutes.	PERMANENT.	
GR1000-03b	MINUTES	Notes taken during meetings from which written minutes are prepared.	90 days after approval of minutes by the governing body.	
GR1000-03c	MINUTES	Audiotapes of open meetings, except as described in (d), for which written minutes are not prepared.	PERMANENT.	
GR1000-03d	MINUTES	Audiotapes of workshop sessions of governing bodies in which votes are not made and written minutes are not required by law to be taken.	2 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1000-03e	MINUTES	Audiotapes of open meetings for which written minutes are prepared.	90 days after approval of minutes by the governing body.	
GR1000-03f	MINUTES	Certified audiotapes of closed meetings.	2 years.	By law - Government Code, Section 551.104(a).

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1000-03g	MINUTES	Supporting documentation - One copy of each document of any type submitted to a meeting of a governing body for consideration, approval, or other action; if such action is reflected in the minutes of the meeting.	2 years.	<p>Retention Notes: a) The retention periods for many of the documents submitted to a governing body for action are established elsewhere in this or other commission schedules and are often longer than the 2-year retention period for supporting documentation set here. The 2-year retention requirement does not override a longer retention requirement set elsewhere, but rather is meant to ensure that all documents presented for action by a governing body are retained at least two years. This schedule does not require that supporting documentation be maintained together, but the retention by the clerk or secretary to the governing body of one set of the documents submitted at each meeting (often called "council packets" in municipalities) for two years would ensure satisfaction of the minimum retention requirement. Clerks or secretaries to governing bodies should exercise caution in disposing of supporting documentation to avoid destruction of the record copy of a document for which they are custodian before the expiration of its retention period.</p> <p>b) Review before disposal; some supporting documentation, not already required to be maintained PERMANENTLY elsewhere in this or other commission schedules, may merit PERMANENT retention for historical reasons.</p>
GR1000-04	OPEN MEETING NOTICES		2 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1000-05	ORDINANCES, ORDERS, RESOLUTIONS (including those that have been repealed, revoked, or amended).		PERMANENT.	
*GR1000-06	PETITIONS	Petitions from the public to the governing body or subsidiary boards or commissions of a local government.	Final action on the petition + 2 years.	Retention Notes: a) Does not include petitions noted elsewhere in this or other commission schedules or any petition presented to a commissioners court that state law requires a county clerk to record. See Local Schedule CC (Records of County Clerks). b) "Final action" includes a decision to take no further action on a petition.
GR1000-07	PROCLAMATIONS		2 years.	
*GR1000-08	SPEECHES, PAPERS AND PRESENTATIONS	Notes or text of speeches, papers, presentations or reports delivered in conjunction with government work by elected officials.	End of term in office or termination of service in that position.	Retention Note: Review before disposal; some records may merit PERMANENT retention for historical reasons.

SECTION 1-2: GENERAL RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1000-20	ACCIDENT REPORTS	Reports of accidents to persons on local government property or in any other situation in which a local government could be party to a lawsuit.		
*GR1000-20a	ACCIDENT REPORTS	Reports of accidents to adults.	3 years from date of report if no claim is filed; 3 years after settlement or denial of the claim if a claim is filed, whichever applicable.	

Record Number	Record Title	Record Description	Retention Period	Remarks
*GR1000-20b	ACCIDENT REPORTS	Reports of accidents to minors.	Date minor reaches majority age + 3 years, if no claim filed; 3 years after settlement or denial of claim if a claim is filed, whichever applicable.	By law – Civil Practice and Remedies Code, Section 16.001.
GR1000-21	AFFIDAVITS OF PUBLICATION (including any accompanying clipping proofs or tear sheets)			
GR1000-21a	AFFIDAVITS OF PUBLICATION	Publication of municipal ordinances.	PERMANENT.	Retention Note: It is an exception to the permanent retention period that affidavits of publication and associated documentation for ordinances that are codified or re-codified may be disposed of after the effective date of the new code and they are exempt from the destruction notice requirement.
*GR1000-21b	AFFIDAVITS OF PUBLICATION	Election notices.	Election day + 22 months.	By law – Election Code, Sections 4.005(d) and 66.058(a).
GR1000-21c	AFFIDAVITS OF PUBLICATION	All other published legal notices.	2 years.	
*GR1000-22	ANNEXATION, DISANNEXATION, ABOLITION, AND OTHER JURISDICTIONAL RECORDS	Records relating to the annexation or disannexation of territory to or from a local government, to its abolition, or to other actions which affect its territorial jurisdiction or service area, including reports, correspondence, records of public hearings, agreements, and similar records.	PERMANENT.	Retention Notes: a) A contract or agreement relating to territorial jurisdiction or the delivery of services between two or more governments (e.g., between a city and a county for fire services in an unincorporated area) must be kept for the retention period in item number GR1000-25.
GR1000-23	CHARTERS		PERMANENT.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1000-24	COMPLAINTS	Complaints received from the public by a governing body or any officer or employee of a local government relating to government policy.	Resolution or dismissal of complaint + 2 years.	Retention Note: The 2-year retention period applies only to complaints of a general nature that do not fall into a different category of complaint noted in this or other commission schedules. For example, complaints from the public about potential fire hazards are scheduled in Local Schedule PS (Records of Public Safety Agencies) and have a longer retention period.
GR1000-25	CONTRACTS, LEASES, AND AGREEMENTS	Contracts, leases, and agreements, including reports, correspondence, performance bonds, and similar records relating to their negotiation, administration, renewal, or termination, except construction contracts (see item number GR1075-16).	4 years after the expiration or termination of the instrument according to its terms.	
*GR1000-26	CORRESPONDENCE, INTERNAL MEMORANDA, AND SUBJECT FILES			Retention Note: The minimum retention period for correspondence or internal memoranda in categories (a) and (b) directly linked to another record series or group listed in this or other commission schedules is that assigned to the other group or series. For example, a letter from an external auditor regarding an audit of a local government's financial records should be retained for the retention period given under item number GR1025-01(e); a letter concerning a workers compensation claim should be retained for the period given under item number GR1050-32, etc. The retention periods that follow are for correspondence and internal memoranda that do not readily fall within other record groups.

Record Number	Record Title	Record Description	Retention Period	Remarks
*GR1000-26a	CORRESPONDENCE, INTERNAL MEMORANDA, AND SUBJECT FILES	Administrative – Incoming/outgoing and internal correspondence pertaining to the formulation, planning, implementation, modification, or redefinition of the programs, services, or projects of a local government and the administrative regulations, policies, and procedures that govern them. May also include subject files, which are collections of correspondence, memos and printed materials on various individuals, activities and topics.	4 years.	Retention Note: Review before disposal; some correspondence of this type may merit PERMANENT retention for historical reasons.
*GR1000-26b	CORRESPONDENCE, INTERNAL MEMORANDA, AND SUBJECT FILES	General – Incoming/outgoing and internal correspondence pertaining to the regular and routine operation of the policies, programs, services, or projects of a local government. May also include subject files, which are collections of correspondence, memos and printed materials on various individuals, activities and topics.	2 years.	
GR1000-26c	CORRESPONDENCE, INTERNAL MEMORANDA, AND SUBJECT FILES	Routine - Correspondence and internal memoranda such as letters of transmittal, requests for publications, internal meeting notices, and similar routine matters. May also include subject files, which are collections of correspondence, memos and printed materials on various individuals, activities and topics.	AV.	
GR1000-27	DEEDS (including title opinions, abstracts and certificates of title, title insurance, documentation concerning alteration or transfer of title, and similar records evidencing public ownership of real property)		PERMANENT.	
GR 1000-28	EASEMENTS	Documentation relating to easements and rights-of-way for public works or other local government purposes, including releases.	PERMANENT.	
GR1000-29	INSURANCE POLICIES	Liability, theft, fire, health, life, automobile, and other policies for local government property and personnel including supporting documentation relevant to the implementation, modification, renewal, or replacement of policies.	4 years after expiration or termination of the policy according to its terms.	

Record Number	Record Title	Record Description	Retention Period	Remarks
*GR1000-30	LEGAL OPINIONS	Formal legal opinions rendered by counsel or the Attorney General for a local government, including any written requests for opinions, concerning the governance and administration of a local government.	PERMANENT.	Retention Note: For retention of opinions rendered for a Public Information Act Request see GR1000-34. For retention of informal legal opinions and other correspondence provided by counsel see GR1000-26a.
*GR1000-31	LITIGATION CASE FILES (including all cases to which a local government is a party unless the case file is of a type noted elsewhere in this or other commission schedules)		AV after decision of a local government not to file a lawsuit or decision that a lawsuit will not be filed against it; dismissal of a lawsuit for want of prosecution or on motion of the plaintiff; or final decision of a court (or of a court on appeal, if applicable) in a lawsuit.	Retention Note: Review before disposal; some case files may merit PERMANENT retention for historical reasons.
GR1000-32	MINUTES (STAFF)	Minutes of internal staff meetings.	AV.	
*GR1000-33	PUBLIC RELATIONS RECORDS	News, press releases, or any public relations files maintained or issued by an agency. Includes print, electronic, audio, and audiovisual records.	2 years.	Retention Note: Review before disposal; some records may merit PERMANENT retention for historical reasons.
*GR1000-34	PUBLIC INFORMATION ACT REQUESTS	Includes all correspondence and documentation relating to requests for records under the Public Information Act (Chapter 552, Government Code).		
*GR1000-34a	PUBLIC INFORMATION ACT REQUESTS	Non-exempted records.	Date request for records fulfilled + 1 year.	Government Code, Chapter 552.
*GR1000-34b	PUBLIC INFORMATION ACT REQUESTS	Exempted records.	Date of notification that records requested are exempt from disclosure + 2 years.	Government Code, Chapter 552.
GR1000-35	ORGANIZATIONAL CHARTS		US.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1000-36	PERMITS AND LICENSES	Records documenting the application for and the issuance of permits and licenses by a local government for sales, solicitation, facility usage, and similar activities. Does not include permits and licenses issued for the construction of or alterations to real property, for those relating to health and sanitation, or for those issued by police or fire departments listed in other commission schedules.	Expiration, cancellation, revocation, or denial + 2 years.	
*GR1000-37	PHOTOGRAPHS, IMAGES, RECORDINGS, AND OTHER NON-TEXTUAL MEDIA	Photographs, photographic scrapbooks, slides, sound recordings, videotapes, posters, and other non-textual media that document the history and activities of a local government or any of its departments, programs, or projects except such records noted elsewhere in this or other commission schedules.	AV.	Retention Note: Review before disposal, some records may merit PERMANENT retention for historical reasons. Some photographs and other non-textual media of the types described should be retained PERMANENTLY for historical reasons, but latitude is allowed to the records management officer and the custodians of records in a local government to determine to what extent a particular photograph, for example, documents the history and activities of the local government. Local governments should consult with local historical or genealogical societies to assist with the appraisal. If it is determined that it does not, it need be kept only as long as administratively valuable. Be certain that photographs and other non-textual media do not fall within other records series. For example, mug shots and photographs of fire damage are listed in Local Schedule PS (Records of Public Safety Agencies) under police and fire department records respectively.

Record Number	Record Title	Record Description	Retention Period	Remarks
*GR1000-38	POLICY AND PROCEDURE DOCUMENTATION	Executive orders, directives, manuals, and similar documents that establish and define the policies, procedures, rules, and regulations governing the operations or activities of a local government as a whole or any of its departments, programs, services, or projects.	US, expired, or discontinued + 5 years.	Retention Note: Review before disposal; some records may merit PERMANENT or long-term retention for historical or legal reasons.
GR1000-39	PUBLICATIONS	Pamphlets, reports, studies, proposals, and similar material printed by or for a local government or any of its departments, subdivisions, or programs and distributed to or intended for distribution to the public on request and departmental or program newsletters designed for internal distribution.	One copy of each PERMANENT.	Retention Note: The following categories of printed material, whether distributed publicly or internally, are exempted from the retention period and may be disposed of at option; (a) educational matter provided by charitable or public awareness organizations (e.g., United Way, American Heart Association); and (b) public service leaflets or flyers prepared by a local government or others whose contents are of a general nature and not specific to the government distributing them, beyond the inclusion of an address, telephone number, office hours, and similar information (e.g., a flyer detailing water conservation tips sent to customers of a municipal water utility; a pamphlet explaining the appraisal review board process sent to taxpayers by an appraisal district).
GR1000-40	RECORDS MANAGEMENT RECORDS			
*GR1000-40a	RECORDS MANAGEMENT RECORDS	Records control schedules (including all successive versions of and amendments to schedules).	US.	Retention Note: Original is retained by the State and Local Records Management Division, Texas State Library and Archives Commission.
GR1000-40b	RECORDS MANAGEMENT RECORDS	Records documenting the destruction of records under records control schedules, including requests submitted to the Texas State Library and Archives Commission for authorization to destroy unscheduled records or the originals of permanent records that have been microfilmed.	PERMANENT.	

Record Number	Record Title	Record Description	Retention Period	Remarks
*GR1000-40c	RECORDS MANAGEMENT RECORDS	Lists or inventories of the active and inactive records created or received by a local government.	US, expired, or discontinued.	
*GR1000-40d	RECORDS MANAGEMENT RECORDS	Plans and similar documents establishing the policies and procedures under which a records management program operates, including records protection and disaster and preparedness recovery plans.	US, expired, or discontinued + 5 years.	
GR1000-41	REPORTS AND STUDIES (NON-FISCAL)			

Record Number	Record Title	Record Description	Retention Period	Remarks
*GR1000-41a	REPORTS AND STUDIES (NON-FISCAL)	<p>Annual, sub-annual, or irregularly prepared reports, performance audits, or planning studies submitted to the governing body or chief administrative officer of a local government or by the local government to a state agency, as may be required by law or regulation, on the non-fiscal performance of a department, program, or project or for planning purposes, including those prepared by consultants under contract with a local government, except documents of similar types noted in this or other commission schedules.</p> <p>(1) Annual reports.</p> <p>(2) Special reports or studies prepared by order or request of the governing body or considered by the governing body (as reflected in its minutes) or ordered or requested by a state agency or a court.</p> <p>(3) Special reports or studies prepared by order or request of the chief administrative officer.</p> <p>(4) Monthly, bimonthly, quarterly, or semi-annual reports.</p> <p>(5) Working papers used to create any report for (1) and (2) above.</p> <p>(6) Working papers used to create any report for (3) and (4) above.</p>	<p>PERMANENT.</p> <p>PERMANENT.</p> <p>5 years.</p> <p>3 years.</p> <p>3 years.</p> <p>1 year.</p>	<p>Retention Note: Review before disposal; some records may merit PERMANENT retention for historical reasons.</p>
GR1000-41b	REPORTS AND STUDIES (NON-FISCAL)	Activity reports compiled on a daily or other periodic basis pertaining to workload measures, time studies, number of public contacts, etc., except reports of similar types noted in this or other commission schedules.	1 year.	

Record Number	Record Title	Record Description	Retention Period	Remarks
*GR1000-42	WAIVERS OF LIABILITY (including statements signed by volunteers acknowledging non-entitlement to benefits, agreeing to abide by local government policies, etc.)		3 years from date of cessation of activity for which the waiver was signed.	Retention Note: If an accident occurs to any person covered by a signed waiver of liability, it must be retained for the same period as accident reports. See item number GR1000-20 in this schedule.
*GR1000-43	CONFLICTS DISCLOSURE STATEMENTS AND CONFLICT OF INTEREST QUESTIONNAIRES	Conflicts disclosure statements and conflict of interest questionnaires submitted by local government officers or vendors and other persons for filing with a local government in accordance with the requirements of Chapter 176, Local Government Code.	Date of filing + 3 years.	
*GR1000-44	LOCAL GOVERNMENT OFFICERS, LISTS OF	Lists of local government officers prepared and made available to the public by the local government officer with whom conflicts disclosure statements and conflict of interest questionnaires are filed in accordance with the requirements of Chapter 176, Local Government Code.	US + 1 year.	
*GR1000-45	CALENDARS, APPOINTMENT AND ITINERARY RECORDS	Calendars, appointment books or programs, and scheduling or itinerary records, purchased with local government funds or maintained by staff during business hours that document appointments, itineraries and other activities of agency officials or employees.	CE + 1 year.	Retention Note: A record of this type purchased with personal funds, but used by a public official or employee to document his or her work activities may be a local government record and subject to this retention period. See Open Records Decision 635 issued in December 1995 by the Texas Attorney General.
*GR1000-46	INSURANCE CLAIMS	Claims related to liability, theft, fire, health, life, automobile, and other insurance policies.	Settlement or denial of claim + 3 years.	
*GR1000-47	CUSTOMER SURVEYS	Surveys returned by the customers or clients of a local government, and the statistical data maintained rating a government's performance.	Issuance of report on results of the survey + 3 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
*GR1000-50	TRANSITORY INFORMATION	<p>Records of temporary usefulness that are not an integral part of a records series of a local government, that are not regularly filed within a local government's recordkeeping system, and that are required only for a limited period of time for the completion of an action by an official or employee of the local government or in the preparation of an ongoing records series.</p> <p>Transitory records are not essential to the fulfillment of statutory obligations or to the documentation of government functions. Some examples of transitory information, which can be in any medium (voice mail, fax, email, hard copy, etc.) are routine messages; telephone message notifications; internal meeting notices; routing slips; incoming letters or memoranda of transmittal that add nothing of substance to enclosures; and similar routine information used for communication, but not for the documentation, of a specific government transaction.</p>	AV.	<p>Retention Note: Records management officers should use caution in assigning this record series to records of a local government to make certain they are not part of another records series listed in this schedule or, for records series unique to an agency, are not part of a records series that documents the fulfillment of the statutory obligations of the agency or the documentation of its functions.</p> <p>The disposal of transitory information need not be documented through destruction authorizations or in records disposition logs, but local governments should establish procedures governing disposal of these records.</p>

PART 2: FINANCIAL RECORDS

Retention Notes: a) **AUDIT REQUIREMENTS** - Most local governments are required by state law to conduct annual or biennial audits of their records and accounts. These audit requirements were taken into account in setting the retention periods in this schedule. The following retention rules also apply:

- 1) In any local government for which there is no statutory audit requirement and audits are conducted irregularly or in a local government in which a statutorily required audit is delayed, any record in this schedule whose retention period dates from the end of a fiscal year (FE) must be retained for the retention period stated or one year after audit, whichever later.

2) With regard to any special fund of a local government or elective county office for which there is no statutory audit requirement and the fund is not audited, any records listed under item numbers GR1025-26, GR1025-27, GR1025-28, and GR1025-30 associated with receipts and disbursements from or to the fund must be retained for FE + 10 years.

* b) GRANT OR LOAN RECORDS - Subsections (1)-(3) apply to any local government, except school districts, receiving federal, state, or private grants; subsection (4) applies to school districts only. If a grant or loan requires a longer retention period than those stated in this schedule, the associated records must be retained for the full retention period required by the terms of the grant or loan.

1) Direct Federal Grants - This subsection applies to grants received by a local government **directly** from a federal grantor agency.

i) Federal grantor agencies require that grant-related records be retained for audit purposes for 3 years from the filing of required expenditure reports.

ii) In addition to item number GR1025-08(a)-(b), financial and programmatic records of grant-funded projects, including copies or documentation of relevant accounting, banking, purchasing, and payroll records, and other documents and working papers associated with the financial and programmatic administration of the grant funds or used to prepare reports or forms required by federal law or regulation must be retained for the following periods:

(A) For grants continued or renewed annually or at other intervals except quarterly that are not part of a multi-year funding cycle - 3 years from the date of submission of the annual or other periodic expenditure report.

B) For grants continued or renewed annually or at other intervals except quarterly that are a part of a multi-year funding cycle – 3 years from the date of submission of the annual or other periodic expenditure report for the final reporting period of the grant cycle.

C) For grants continued or renewed quarterly - 3 years from the date of submission of the expenditure report for the last quarter of the federal fiscal year.

D) For grants for which the requirement of a final expenditure report has been waived - 3 years from the date the report would have been due.

E) For all other grants – 3 years from the date of submission of the final expenditure report.

iii) The retention periods for the following types of records are exceptions to the periods noted above:

A) Records of non-expendable property or equipment acquired with grant funds - 3 years from the date of transfer, replacement, sale, or junking of the item.

B) Cost allocation plans and indirect cost records - 3 years from date of submission or, for plans prepared and retained by the grantee, from the close of the fiscal year covered by the plan.

C) Income records - 3 years from the end of the fiscal year in which the income is used.

iv) If any litigation or audit commences before the expiration of the 3-year period, the records must be retained until all litigation or audit findings are resolved or until the end of the regular 3-year period, whichever is later.

v) If records are transferred to the grantor agency at its request, copies of the records need not be retained.

2) Indirect Federal Grants - This subsection applies to federal grants received as subgrants from state agencies or other local governments (e.g., regional councils of government).

The expenditure reports are submitted to the federal agency by the state or local subgrantor agency after all subgrantees have submitted reports to the subgrantor. Consequently, records under item number GR1025-08(a)-(b) and records described in section (b) (1) must be retained by local government subgrantees for FE + 5 years. Local governments should consult with the state or local subgrantor agency to determine if there are additional or special requirements associated with a particular grant.

The local government must retain copies of reports or records submitted to the subgrantor agency for the periods indicated.

3) State and Private Grants - This schedule extends the 3-year federal retention requirement described in section (b)(1) to state (excluding federal subgrants) and private grant records unless the state or private grantor agency has established different retention requirements, in which case those requirements shall prevail. It is an exception to the extension of federal grant requirements to state and private grants that for state or private grants renewed quarterly as described in section (b) (1) (ii) (B), the 3-year retention requirement runs from the date of submission of the expenditure report for the last quarter of the state fiscal year for state grants and from the last quarter of the local government's fiscal year for private grants.

4) Grant Records and School Districts (including Educational Service Centers) - See Local Schedule SD (Records of Public School Districts). Because of the difficulty of effectively separating financial data that evidence the expenditure of federal funds from those that document the expenditure of local or state-allocated funds, a 5-year retention period has been adopted for most financial records of school districts. The use of the term "school district" in this schedule includes educational service centers, charter schools, county departments of education, and educational cooperatives.

SECTION 2-1: FISCAL ADMINISTRATION AND REPORTING RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1025-01	FISCAL AUDIT RECORDS (by both internal and external auditors)			Caution: See note (a) at the beginning of Part 2 of this schedule.
GR1025-01a	FISCAL AUDIT RECORDS (by both internal and external auditors)	Annual, biennial, or other periodic audit of any department, fund, account, or activity of a local government.	PERMANENT.	
GR1025-01b	FISCAL AUDIT RECORDS (by both internal and external auditors)	Annual, biennial, or other periodic audit of a department, program, fund, or account if included in a cumulative audit under (a).	2 years.	
GR1025-01c	FISCAL AUDIT RECORDS (by both internal and external auditors)	Annual, biennial, or other periodic audit of a department, program, fund, or account if not included in a cumulative audit under (a).	PERMANENT.	
GR1025-01d	FISCAL AUDIT RECORDS (by both internal and external auditors)	Special audits ordered by a governing body, a court or grand jury, or mandated by administrative rules of a state or federal agency.	PERMANENT.	
GR1025-01e	FISCAL AUDIT RECORDS (by both internal and external auditors)	Working papers, summaries, and similar records created for the purposes of conducting an audit.	3 years after all questions arising from the audit have been resolved.	
GR1025-02	BANK SECURITY RECORDS	Records documenting the pledging of bonds or securities by banks serving as depositories for public funds including depository contracts, security pledges and statements, surety bonds, and similar records.	4 years after termination, expiration, or release of contractual obligations.	
GR1025-03	BOND RECORDS			For investment transaction records of bonds see item number GR1025-09b.
GR1025-03a	BOND RECORDS	Bond administrative records consisting of preliminary studies, proposals and prospectuses, authorizations and certifications for issuance or cancellation, and related policy correspondence.	PERMANENT.	
*GR1025-03b	BOND RECORDS	Bond certificates and redeemed coupons.	1 year after payment.	By law - Government Code, Section 1302.003 for counties (see statute for procedural instructions for destruction) and by authority of this schedule for all other local governments.
GR1025-03c	BOND RECORDS	Bond registers.	PERMANENT.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1025-03d	BOND RECORDS	Records relating to the exchange, conversion, or replacement of bonds by bondholders.	1 year if information is contained in a bond register; PERMANENT if information is not contained in a bond register.	
GR1025-04	BUDGETS AND BUDGET DOCUMENTATION			
GR1025-04a	BUDGETS AND BUDGET DOCUMENTATION	Annual budgets (including amendments).	PERMANENT.	
GR1025-04b	BUDGETS AND BUDGET DOCUMENTATION	Special budgets (includes budgets for capital improvement projects, grant-funded projects, or other projects prepared on a special or emergency basis and not included in an annual budget).	PERMANENT.	
GR1025-04c	BUDGETS AND BUDGET DOCUMENTATION	Working papers created exclusively for the preparation of budgets, including budget requests, justification statements, and similar documents.	2 years.	
GR1025-04d	BUDGETS AND BUDGET DOCUMENTATION	Encumbrance and expenditure reports (status reports showing expenditures and encumbrances against a budget).	2 years.	
GR1025-04e	BUDGETS AND BUDGET DOCUMENTATION	Budget change documentation, including line item or contingency/reserve fund transfers and supplemental budget requests.	2 years.	
GR1025-05	CAPITAL ASSETS RECORDS	Documentation relating to the capital and fixed assets of a local government.		
*GR1025-05a	CAPITAL ASSETS RECORDS	Equipment or property history cards or similar records containing data on initial cost, including disposal authorizations when disposed of.	FE of date of disposal + 5 years for school districts; FE + 3 years for other governments.	Retention Note: Review before disposal; property history cards documenting the original construction and additions to or renovations of structures may merit PERMANENT retention for historical reasons.
*GR1025-05b	CAPITAL ASSETS RECORDS	Equipment or property cost and depreciation schedules or summaries used for capital outlay budgeting or other financial or budget control purposes.	FE + 5 years for school districts; FE + 3 years for other governments.	
GR1025-05c	CAPITAL ASSETS RECORDS	Equipment or property inventories (including sequential number property logs).	US + 3 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1025-05d	CAPITAL ASSETS RECORDS	Property sale, auction, or disposal records of government-owned equipment or property.	1 year.	<p>By law - Local Government Code, Section 263.155(b) for counties and by authority of this schedule for all other local governments.</p> <p>Retention Note: Property sale or auction records do not include records arising from the sale or auction of property foreclosed or seized by a taxing unit for failure to pay property taxes or for the sale or auction of property seized by law enforcement officers. For such records use Local Schedule TX (Records of Property Taxation) or Local Schedule PS (Records of Public Safety Agencies) respectively.</p>
*GR1025-06	FEDERAL REVENUE SHARING RECORDS	Records concerning the use of federal revenue sharing funds by a local government, including revenue and expenditure summaries; status, budget, and audit reports; and other reports or documentation required by federal law or regulation.	5 years.	By regulation - 31 CFR 103.38(d).
GR1025-07	FINANCIAL REPORTS	Annual, sub-annual, or irregularly prepared financial reports or statements on the accounts, funds, or projects of a local government created either for internal use or for submission to state agencies as may be required by law or regulation, except reports of similar types noted in this or other commission schedules.		
GR1025-07a	FINANCIAL REPORTS	Monthly, bimonthly, quarterly, or semi-annual reports.	FE + 3 years.	
GR1025-07b	FINANCIAL REPORTS	Annual reports.	PERMANENT.	
GR1025-07c	FINANCIAL REPORTS	Long range fiscal planning reports.	PERMANENT.	
GR1025-07d	FINANCIAL REPORTS	Capital improvement reports.	PERMANENT.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1025-08	GRANT DEVELOPMENT AND ADMINISTRATIVE RECORDS			Retention Note: If grant is for construction of a local government owned facility or part of the infrastructure, follow retention for GR1075-16.
*GR1025-08a	GRANT DEVELOPMENT AND ADMINISTRATIVE RECORDS	Successful grant applications and proposals and any documentation that modifies the terms of a grant.	FE + 5 years for school districts; FE + 3 years for other governments.	Retention Note: See note (b) at beginning of Part 2 of this schedule.
*GR1025-08b	GRANT DEVELOPMENT AND ADMINISTRATIVE RECORDS	Financial, performance, and compliance reports submitted to grantor or sub-grantor agencies.	FE + 5 years for school districts; FE + 3 years for other governments.	Retention Note: See note (b) at beginning of Part 2 of this schedule.
GR1025-08c	GRANT DEVELOPMENT AND ADMINISTRATIVE RECORDS	Reports, planning memoranda, studies, correspondence, and similar records created for and used in the development of successful grant proposals.	3 years.	
GR1025-08d	GRANT DEVELOPMENT AND ADMINISTRATIVE RECORDS	Any records of the type noted in (a) or (b) relating to unsuccessful grant proposals.	AV.	
*GR1025-09	INVESTMENT TRANSACTION RECORDS			
*GR1025-09a	INVESTMENT TRANSACTION RECORDS	Documentation relating to the investment of public funds (e.g., certificates of deposit) that evidences the investment of funds, the performance or return of investments, the cancellation or withdrawal of investments, and similar activity.	FE + 5 years.	
*GR1025-09b	INVESTMENT TRANSACTION RECORDS	Documentation related to the calculation of arbitrage rebate amounts, if any, on proceeds from the sale of tax-exempt bonds.	Retirement of the last obligation of the bond issue + 6 years.	
*GR1025-10	CHARGE SCHEDULES/ PRICE LISTS	Schedules of prices charged by a local government for services to the public or other governments, including any documentation used to determine the charges.	US + 3 years.	

SECTION 2-2: ACCOUNTING RECORDS

Retention Notes: a) ACCOUNTING RECORDS OF MOTOR VEHICLE AND BOAT LICENSING AND REGISTRATION - For accounting and banking records relating to motor vehicle licensing not noted in this part, use Part 3 of Local Schedule TX.

Record Number	Record Title	Record Description	Retention Period	Remarks
*GR1025-25	ACCOUNTING POLICIES AND PROCEDURES DOCUMENTATION	Policy and procedure directives and similar records documenting accounting methodology.	US, expired, or discontinued + 5 years.	
*GR1025-26	ACCOUNTS PAYABLE AND DISBURSEMENT RECORDS			
*GR1025-26a	ACCOUNTS PAYABLE AND DISBURSEMENT RECORDS	Claims, invoices, statements, copies of checks and purchase orders, expenditure authorizations, and similar records that serve to document disbursements, including those documenting claims for and reimbursement to employees for travel and other employment-related expenses.	FE of date of payment + 5 years for school districts; FE + 3 years for other governments.	Retention Note: Accounts payable and disbursement records for bond-funded projects must be maintained until FE of date of last payment +5 years.
*GR1025-26b	ACCOUNTS PAYABLE AND DISBURSEMENT RECORDS	Accounts payable records sufficient to document the purchase costs of capital equipment or other fixed assets.	FE of date of disposal + 5 years for school districts; FE + 3 years for other governments.	
GR1025-26c	ACCOUNTS PAYABLE AND DISBURSEMENT RECORDS	Fund transmittal reports accompanying the transmittal of funds to federal, state, or other local government agencies (e.g., sales tax to the State Comptroller of Public Accounts), to retirement systems, or to other entities if the funds are collected in whole or in part on behalf of other agencies or individuals (e.g., retirement deductions of employees), except those accompanying the transmittal of federal and state payroll and unemployment taxes [see item number GR1050-53(b)].	FE of period covered by report + 3 years.	
GR1025-26d	ACCOUNTS PAYABLE AND DISBURSEMENT RECORDS	Accounts payable records for bond-funded projects.	FE of date of last bond payment + 5 years for school districts; FE of date of last bond payment + 3 years for other governments.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1025-27	ACCOUNTS RECEIVABLE RECORDS			Retention Note: For accounts receivable records associated with the collection of property taxes, all local governments, including school districts, should use Local Schedule TX (Records of Property Taxation).
*GR1025-27a	ACCOUNTS RECEIVABLE RECORDS	Bill copies or stubs, statements, billing registers, account cards, deposit warrants, cash receipts, receipt books, cash transfers, daily cash reports, cash drawer reconciliations, and similar records that serve to document money owed to or received by a local government and its collection or receipt.	FE of date of receipt + 5 years for school districts; FE + 3 years for other governments.	
*GR1025-27b	ACCOUNTS RECEIVABLE RECORDS	Accounts receivable records documenting the receipt of any monies by any local government that are remittable to the State Comptroller of Public Accounts (e.g., court costs in criminal cases, sales tax).	Remittance due date + 5 years.	
*GR1025-27c	ACCOUNTS RECEIVABLE RECORDS	Account card or similar records documenting payments to a local government in which the government holds a property lien until the debt is satisfied (e.g., liens arising from demolition, lot cleaning), including original liens and lien releases.	FE of date of final payment and release of lien + 3 years.	
*GR1025-27d	ACCOUNTS RECEIVABLE RECORDS	Account card or similar records relating to the receipt of cash deposits as sureties for the delivery of services (e.g., water and wastewater).	FE of termination of service or refund of deposit + 3 years.	
*GR1025-27e	ACCOUNTS RECEIVABLE RECORDS	Records of accounts deemed uncollectable, including write-off authorizations.	FE of write-off date + 5 years for school districts; FE + 3 years for other governments.	
*GR1025-28	BANKING RECORDS	Bank statements, canceled checks, check registers, deposit slips, debit and credit notices, reconciliations, notices of interest earned, etc.	FE + 5 years.	
*GR1025-29	COST ALLOCATION AND DISTRIBUTION RECORDS	Records created to document the allocation of costs among accounts and funds of a local government, including records relating to chargebacks and other interdepartmental or interfund accounting transactions.	FE + 5 years for school districts; FE + 3 years for other governments.	Retention Note: If any of the records in this group are used as ledger and journal entry documentation, they must be retained for FE + 5 years (see item number GR1025-30) by all local governments.

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1025-30	LEDGERS, JOURNALS, AND ENTRY DOCUMENTATION			Retention Note: Be certain to verify before the disposal of any ledger or journal under this item number that the ledger or journal does not serve to document financial activities that require a longer retention period (e.g. investment documentation of proceeds of tax exempt bonds under item number GR1025-09).
*GR1025-30a	LEDGERS, JOURNALS, AND ENTRY DOCUMENTATION	General ledger showing receipts and expenditures from all accounts and funds of a local government. (1) For fiscal years for which an annual financial audit report (see item number GR1025-01) exists. (2) For fiscal years for which an annual financial audit report (see item number GR1025-01) does not exist.	FE + 5 years. PERMANENT.	Retention Note: Review before disposal; some ledgers may merit PERMANENT retention for historical reasons.
*GR1025-30b	LEDGERS, JOURNALS, AND ENTRY DOCUMENTATION	Subsidiary ledgers.	FE + 5 years.	Retention Note: Review before disposal; some ledgers may merit PERMANENT retention for historical reasons.
*GR1025-30c	LEDGERS, JOURNALS, AND ENTRY DOCUMENTATION	Receipt, disbursement, general, or subsidiary journals.	FE + 5 years.	Retention Note: Review before disposal; some journals may merit PERMANENT retention for historical reasons.
*GR1025-30d	LEDGERS, JOURNALS, AND ENTRY DOCUMENTATION	Journal vouchers and entries or similar posting control forms (including supporting documentation such as correspondence and auditor adjustments that evidence journal entries and amendments).	FE + 5 years.	Retention Note: If bill stubs (see item number GR1025-27a) are used as entry documentation for account journals, they must be retained by all local governments for FE + 5 years rather than the FE + 3 year retention period for accounts receivable records.
GR1025-30e	LEDGERS, JOURNALS, AND ENTRY DOCUMENTATION	Perpetual care fund registers of government-owned cemeteries.	PERMANENT.	By law - Health and Safety Code, Section 713.005(a).

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1025-31	TRANSACTION SUMMARIES	Periodic summaries or reports of accounting transactions or activity by department, budget code, program, account, fund, or type of activity, including trial balances, unless the summary is of a type noted elsewhere in this part.		
GR1025-31a	TRANSACTION SUMMARIES	Daily.	30 days.	
GR1025-31b	TRANSACTION SUMMARIES	Weekly.	90 days.	
GR1025-31c	TRANSACTION SUMMARIES	Monthly, bimonthly, quarterly, or semi-annual.	2 years.	
*GR1025-31d	TRANSACTION SUMMARIES	Annual.	FE + 5 years for school districts; FE + 3 years for other governments.	Retention Note: If an annual trial balance is not maintained, then the least frequent sub-yearly trial balance must be retained for FE + 5 years by school districts and FE + 3 years by all other local governments.
GR1025-32	UNCLAIMED PROPERTY DOCUMENTATION	Any form of record sufficient to verify information on unclaimed property previously reported to the State Treasurer showing the name and last known address of the apparent owner of reportable unclaimed property, a brief description of the property, and the balance of each unclaimed account, if appropriate.	Date on which property is reportable + 10 years.	By law - Property Code, Section 74.103(b).

PART 3: PERSONNEL AND PAYROLL RECORDS

Retention Notes: a) FEDERAL RETENTION REQUIREMENTS - Federal retention periods for personnel and payroll records arise principally from the administration of the Civil Rights Act of 1964, Title VII; the Age Discrimination and Employment Act of 1967; the Equal Pay Act; the Fair Labor Standards Act; the Federal Insurance Contribution Act; and the Federal Unemployment Tax Act. Various federal agencies or departments of agencies administer these acts and, because retention periods are set to enable each agency to carry out its particular oversight authority, different retention periods are often established for the same record. In compiling Schedule GR, the longest applicable federal retention period is cited as authority for the retention period indicated. A federal regulation is not cited if a state law or regulation requires a longer retention period. A federal retention period is also not cited if a Texas statute of limitations makes a longer retention period advisable. For example, the federal retention requirement for employment contracts [see item number GR1050-15(a)] is given as 3 years from the last effective date of the contract in 26 CFR 516.5, but suits in Texas may be brought by either party to such a contract within four years of the occurrence of an alleged breach; therefore a retention period of 4 years from the last effective date of the contract is set in this schedule. All retention periods in this part apply, by authority of this schedule, to all local governments, although some of them may be otherwise exempt from the federal requirement cited.

This provision does not require the creation by exempted local governments of any special documentation demonstrating compliance with federal regulations that may be required of non-exempted governments.

- b) **PERSONNEL FILES** - The individual employee personnel file is not scheduled as a unit in this section; documents normally placed in such files are scheduled separately.
- c) **TERMINATED EMPLOYEES** - Notwithstanding any retention periods in this part, all personnel records existing on the date of termination of an involuntarily terminated employee must be retained for 2 years from the date of termination [29 CFR 1602.31, 1602.40, and 1602.49].
- d) **JTPA AND CETA EMPLOYEES** - Any records maintained on applicants for or holders of positions paid in whole or in part from Comprehensive Employees' Training Act (CETA) funds or affirmative action apprenticeship program funds administered by the U. S. Department of Labor must be retained for 5 years from the date of enrollment in the program. [29 CFR 30.8(e)]. This 5-year retention period is extended by authority of this schedule to comparable records on applicants for or holders of positions paid in whole or in part from Job Training Partnership Act (JTPA) funds.
- e) **DEFINITION OF EMPLOYEE** - For the purposes of this part, the term "employee" also includes elected or appointed officials of a local government who are paid wages or a salary from any funds of the local government and anyone voluntarily working or not receiving payment or compensation for working.
- f) **PERSONNEL RECORDS IN SHERIFF'S DEPARTMENTS IN CERTAIN COUNTIES** - The Local Government Code, Section 157.904, provides that sheriff's departments in counties with a population of 3.3 million or more shall maintain "a permanent personnel file on each department employee." The precise contents of a personnel file are not specified, but three groups of records are expressly mentioned. Consequently, any record in item numbers GR1050-03, GR1050-07, and GR1050-21, all of which are records of a type mentioned in the statute, must be retained permanently. The sheriffs and their legal counsel should determine what other records may be includable in a permanent personnel file in sheriffs' departments subject to the law.

SECTION 3-1: PERSONNEL RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-01	AFFIRMATIVE ACTION PLANS			
GR1050-01a	AFFIRMATIVE ACTION PLANS	Reports, analyses, and statistical data compiled from source documentation used to develop, implement, and monitor affirmative action plans.	5 years.	By regulation - 29 CFR 30.8(e).
GR1050-01b	AFFIRMATIVE ACTION PLANS	Affirmative action plans.	US + 5 years.	By regulation - 29 CFR 30.8(e).

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-02	APTITUDE AND SKILLS TEST RECORDS	Records relating to aptitude or skills tests required of job applicants or of current personnel to qualify for promotion or transfer, including civil service examinations.		
GR1050-02a	APTITUDE AND SKILLS TEST RECORDS	Validation studies.	Life of test + 2 years.	
GR1050-02b	APTITUDE AND SKILLS TEST RECORDS	Tests.	US + 2 years.	By regulation - 29 CFR 1602.31, 1602.40, and 1602.49. Retention Note: One copy of each different test (different in terms of either questions or administration procedures) should be retained for the period indicated.
GR1050-02c	APTITUDE AND SKILLS TEST RECORDS	Test papers of persons taking tests.	2 years.	By regulation - 29 CFR 1602.31, 1602.40, and 1602.49.
GR1050-02d	APTITUDE AND SKILLS TEST RECORDS	Records, other than those noted (a)-(c), relating to the planning and administration of tests.	3 years.	
GR1050-03	AWARDS AND COMMENDATIONS		Date of separation + 5 years.	
GR1050-04	CERTIFICATES AND LICENSES	Certificates, licenses, or permits required of employees to qualify for or remain eligible to hold a position requiring certification or licensing.	US or separation of employee + 5 years.	Retention Note: If the submission of copies of certificates, licenses, or permits is required of all applicants for a position, those of applicants not hired must be retained for 2 years under item number GR1050-14.
GR1050-05	CONFLICT OF INTEREST AFFIDAVITS		5 years after leaving position for which the affidavit was filed.	
*GR1050-06	COUNSELING PROGRAM RECORDS			
*GR1050-06a	COUNSELING PROGRAM RECORDS	Reports of interviews, analyses, and similar records relating to the counseling of an employee for work-related, personal, or substance abuse problems, including any warnings associated with the counseling.	3 years after termination of counseling.	
*GR1050-06b	COUNSELING PROGRAM RECORDS	Records relating to the planning, coordination, implementation, direction, and evaluation of an employee counseling program.	3 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
*GR1050-07	DISCIPLINARY AND ADVERSE ACTION RECORDS	<p>Records created by civil service boards or by personnel or supervisory officers in considering, or reconsidering on appeal, an adverse action (e.g., demotion, probation, termination, suspension, leave without pay) against an employee, including, as applicable, witness and employee statements, interview reports, exhibits, reports of findings, and decisions and judgments.</p> <p>(1) All employees of sheriff's departments in counties with a population of 3.3 million or more.</p> <p>(2) Police and fire department personnel in municipalities with a population of 5,000 or more that have established police and fire department civil service boards under Local Government Code, Chapter 143.</p> <p>(c) All other local government employees.</p>	<p>PERMANENT.</p> <p>PERMANENT.</p> <p>2 years after case closed or action taken, as applicable.</p>	<p>By law – Local Government Code, Section 157.904.</p> <p>By law – Local Government Code, Section 143.011(c).</p> <p>By regulation - 29 CFR 1602.31, 1602.40, and 1602.49.</p>
GR1050-08	EMPLOYEE PENSION AND BENEFITS RECORDS			For records of pension and deferred compensation deductions from payroll see GR1050-52(b).
*GR1050-08a	EMPLOYEE PENSION AND BENEFITS RECORDS	Employee benefit plans such as pension; life, health, and disability insurance; seniority and merit systems; and deferred compensation plans, including amendments.	Termination of plan + 4 years.	By regulation - 29 CFR 1627.3(b) (2). Retention Note: If the plan or system is not in writing, a memorandum fully outlining the terms of the plan or system and the manner in which it has been communicated to affected employees, together with notations relating to any revisions, must be retained for the same period as written plans.

Record Number	Record Title	Record Description	Retention Period	Remarks
*GR1050-08b	EMPLOYEE PENSION AND BENEFITS RECORDS	<p>Enrollment forms providing personal identifying data, beneficiary information, option selection, and similar information.</p> <p>(1) If the official record is maintained by the retirement system of which the local government is a member or by the service provider.</p> <p>(2) If the official record is maintained by the local government.</p> <p>(A) Pension and deferred compensation.</p> <p>(B) Life, health, accidental death, and disability insurance.</p>	<p>AV.</p> <p>Date of separation + 75 years.</p> <p>Termination of coverage + 4 years.</p>	
GR1050-08c	EMPLOYEE PENSION AND BENEFITS RECORDS	Annual reports from a pension system or fund.	PERMANENT.	
GR1050-09	EMPLOYEE RECOGNITION RECORDS	Award committee reports, selection criteria, nominations, and similar administrative records of employee award or incentive programs.	2 years.	
GR1050-10	EMPLOYEE SECURITY RECORDS			
GR1050-10a	EMPLOYEE SECURITY RECORDS	Records created to control and monitor the issuance of keys, identification cards, passes, or similar instruments of identification and access.	US, date of expiration, or date of separation + 2 years, as applicable.	
GR1050-10b	EMPLOYEE SECURITY RECORDS	Records relating to the issuance of parking permits.	US.	
*GR1050-11	EMPLOYEE SELECTION RECORDS	Notes of interviews with candidates; audio and videotapes of job interviews; applicant rosters; eligibility lists; test ranking sheets; justification statements for violating eligibility or ranking sequence; and previous injury checks; offers of employment letters; and similar records documenting the filling of a vacant position.	2 years from the creation (or receipt) of the record or the personnel action involved, whichever later.	<p>By regulation - 29 CFR 1602.31, 1602.40, and 1602.49.</p> <p>Retention Note: See GR1050-36 for background and criminal history checks.</p>

Record Number	Record Title	Record Description	Retention Period	Remarks
*GR1050-12	EMPLOYEE SERVICE RECORDS	Summary employment history record for each employee maintained on one or more forms, containing the following minimum information: name; sex; date of birth; social security number; positions held with dates of hire, promotion, transfer, or demotion; dates of leaves of absence or suspension that affect computation of length of service; wage or salary rate for each position held, including step or merit increases within grades; most recent public access option form; and date of separation.	Date of separation + 75 years.	<p>For other information on employees that must also be retained either as part of this record or in another form, see item numbers GR1050-52(b) and GR1050-54(a).</p> <p>Retention Notes: a) This schedule does not require the creation of an employee service record of the type described, but the creation of the record is strongly recommended to allow frequent disposal of documents from which information has been summarized. If an employee service record is not maintained, documents (e.g., employment applications, personnel action forms) containing the prescribed information must be retained date of separation + 75 years. More than one document providing the same element of required information need not be retained.</p> <p>b) The Teacher Service Record (Texas Education Agency Form FIN-115 or its equivalent), containing information required by statute or regulation, shall be considered an employee service record of the type described and must be retained date of separation + 75 years.</p> <p>c) Salary or wage data on an employee service record may be indicated by grade and step numbers if all corresponding wage rate tables (see item number GR1050-59) applicable to a person's employment history are retained date of separation + 75 years.</p>

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-13	EMPLOYMENT ADVERTISEMENTS OR ANNOUNCEMENTS	Advertisements or postings relating to job openings, promotions, training programs, or overtime opportunities, including jobs orders submitted to employment agencies.	2 years.	By regulation - 29 CFR 1602.31, 1602.40, and 1602.49.
GR1050-14	EMPLOYMENT APPLICATIONS	Applications, transcripts, letters of reference, and similar documents whose submission by candidates for vacant positions (both hired and not hired) or for promotion, transfer, or training opportunity (both selected and not selected) is required on the application form, by application procedures, or in the employment advertisement.	2 years from the creation (or receipt) of the record or the personnel action involved, whichever later.	By regulation - 29 CFR 1602.31, 1602.40, and 1602.49.
GR1050-14a	EMPLOYMENT APPLICATIONS	Samples of publications, artwork, or other products of prior achievement not returned to applicants.	AV.	
GR1050-14b	EMPLOYMENT APPLICATIONS	Transcripts of persons hired if state or federal law or regulation mandates a level of education needed to qualify for employment (e.g., school district professional and paraprofessional personnel). See also item number GR1050-28(a).	Date of separation + 5 years.	Retention Note: If applicant screening or hiring decisions are based on resumés, with only successful or interviewed candidates completing employment applications, then resumés of persons not hired must be kept for the same period as employment applications. If resumés are supplemental to employment application forms, they need only be retained as long as administratively valuable.
GR1050-15	EMPLOYMENT CONTRACT/COLLECTIVE BARGAINING RECORDS			
GR1050-15a	EMPLOYMENT CONTRACT/COLLECTIVE BARGAINING RECORDS	Contracts and agreements, including collective bargaining agreements, between a local government and an employee or a group of employees, including written acceptances of such contracts.	Last effective date of contract + 4 years.	
GR1050-15b	EMPLOYMENT CONTRACT/COLLECTIVE BARGAINING RECORDS	Records relating to the negotiation of collective bargaining agreements or similar group contracts, including reports; correspondence; mediation or arbitration agreements; the proceedings, findings, and awards of arbitration boards; and similar records.	Last effective date of contract + 4 years or, if no agreement or contract results, 4 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-16	EQUAL EMPLOYMENT OPPORTUNITY RECORDS AND REPORTS			
GR1050-16a	EQUAL EMPLOYMENT OPPORTUNITY RECORDS AND REPORTS	Reports, analyses, or statistical data compiled from source documentation used to complete EEO reports.	3 years.	By regulation - 29 CFR 1602.30, 1602.39, and 1602.48.
GR1050-16b	EQUAL EMPLOYMENT OPPORTUNITY RECORDS AND REPORTS	EE0-1, EEO-4, EE0-5, and EE0-6 reports.	3 years.	By regulation - 29 CFR 1602.32, 1602.41, and 1602.50.
GR1050-16c	EQUAL EMPLOYMENT OPPORTUNITY RECORDS AND REPORTS	Case files relating to discrimination complaints, including complaints, legal and investigative documents, exhibits, related correspondence, withdrawal notices, and decisions or judgments.	Resolution of case + 3 years.	
GR1050-17	EQUAL PAY RECORDS	Reports, studies, aggregated or summarized data, and similar documentation compiled to monitor and demonstrate compliance with the Equal Pay Act.	2 years.	By regulation - 29 CFR 1620.32(c).
GR1050-18	FIDELITY BONDS		Effective life of bond + 5 years.	Retention Note: Does not include the Official Bond Record maintained by county clerks, which must be retained PERMANENTLY .
GR1050-19	FINGERPRINT CARDS		Date of separation + 5 years.	Retention Note: If fingerprint cards are created for all applicants for a position, those of persons not hired must be retained 2 years under item number GR1050-14.
GR1050-20	GRIEVANCE RECORDS	Records relating to the review of employee grievances against personnel policies, working conditions, etc.	2 years.	Retention Note: Do not confuse these records with those involving EEO complaints [see item number GR1050-16(c)].
*GR1050-21	JOB EVALUATIONS (PERFORMANCE APPRAISALS)		US + 2 years; or date of separation + 2 years, whichever is applicable.	By regulation – 29 CFR 1620.32(c). Refer to SD3575-05 pertaining to evaluations on school teachers.
GR1050-22	MEDICAL AND EXPOSURE REPORTS			

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-22a	MEDICAL AND EXPOSURE REPORTS	Health, physical or psychological examination reports or certificates of all job applicants if physical or psychological condition is a factor in hiring decisions, including the promotion, transfer, or selection for training of current personnel.	2 years.	By regulation - 29 CFR 1602.31, 1602.40, and 1602.49.
*GR1050-22b	MEDICAL AND EXPOSURE REPORTS	Health or physical examination reports or certificates of employees for whom periodic monitoring of health or fitness is required. (1) For employees exposed in the course of their work to toxic substances, harmful physical agents, or bloodborne pathogens. (2) For all other employees.	Date of separation + 30 years. US + 2 years.	By regulation - 29 CFR 1910.1020(d)(1)(i)-(iii).
*GR1050-22c	MEDICAL AND EXPOSURE REPORTS	Environmental, biological, and material safety monitoring reports concerning toxic substances and harmful physical agents in the workplace, including analyses derived from such reports.	30 years.	By regulation - 29 CFR 1910.1020(d)(1)(ii). See Local Schedule PW 5450-01 for Asbestos Management Records.
*GR1050-22d	MEDICAL AND EXPOSURE REPORTS	Records of controlled substances and alcohol use and testing. (1) Records of driver alcohol test results indicating an alcohol concentration of 0.02 or greater; records of driver verified positive controlled substances test results; documentation of refusals to take required alcohol and/or controlled substances tests; driver evaluation and referrals; calibration documentation; records related to the administration of the alcohol and controlled substances testing programs; copy of each annual calendar year summary required by 49 CFR 382.401. (2) Records related to the alcohol and controlled substances collection process. (3) Records of negative and canceled controlled substances test results and alcohol test results with a concentration of less than 0.02.	5 years. 2 years. 1 year.	By regulation – 49 CFR 382.401

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-23	OATHS OF OFFICE		US + 5 years or 5 years after leaving position for which oath required, whichever is applicable.	
GR1050-24	PERSONNEL ACTION OR INFORMATION NOTICES	Documents used by personnel officers to create or change information in the personnel records of individual employees concerning hiring, termination, transfer, pay grade, position or job title, leaves of absence, name changes, and similar personnel actions except those noted elsewhere in this part.	2 years.	By regulation - 29 CFR 1602.31, 1602.40, and 1602.49.
GR1050-25	PERSONNEL STUDIES AND SURVEYS	Studies, statistical reports, surveys, cost analyses and projections, and similar records, except those noted elsewhere in this part, on any aspect of the personnel management or administration of a local government.	3 years.	Retention Note: Review before disposal; some documents may merit PERMANENT retention for historical reasons.
GR1050-26	POSITION DESCRIPTION, CLASSIFICATION, AND STAFF MONITORING RECORDS			
*GR1050-26a	POSITION DESCRIPTION, CLASSIFICATION, AND STAFF MONITORING RECORDS	Job descriptions, including any associated task or skill statements. Also includes documentation concerning the development and analysis of job descriptions and classification systems, including survey, review and audit reports; classification standards and guidelines; selection criteria; determination of classification appeals; etc.	US or position abolished + 4 years.	By regulation - 40 TAC 815.106(i).
GR1050-26b	POSITION DESCRIPTION, CLASSIFICATION, AND STAFF MONITORING RECORDS	Position staffing and vacancy reports.	US.	
GR1050-26c	POSITION DESCRIPTION, CLASSIFICATION, AND STAFF MONITORING RECORDS	Personnel requisitions.	2 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-27	REDUCTION IN FORCE PLANS (including any related implementation documentation)		US, or if implemented, 2 years from date of last reduction in force action under the plan.	
*GR1050-28	TRAINING AND EDUCATIONAL ACHIEVEMENT RECORDS			For other records relating to aptitude or skills tests required of job applicants or of current personnel to qualify for promotion or transfer see item number GR1050-02.
*GR1050-28a	TRAINING AND EDUCATIONAL ACHIEVEMENT RECORDS	Certificates of completion, transcripts, test scores, or similar records documenting the training, testing, or continuing education achievements of an employee if such training or testing is required for the position held or if the educational or skill attainment or enhancement affects or could affect career advancement in the local government or, in the case of licensed or certified personnel (e.g., school professionals, firefighters, police officers, health care professionals), in other governments or the private sector.	Date of separation + 5 years.	Retention Note: If information concerning training or testing (e.g., test scores) is transferred to an Employee Service Record (item number GR1050-12), the document from which the information is taken need be retained for only 2 years.
*GR1050-28b	TRAINING AND EDUCATIONAL ACHIEVEMENT RECORDS	Records documenting the planning, development, implementation, administration and evaluation of in-house training programs.	2 years.	
*GR1050-28c	TRAINING AND EDUCATIONAL ACHIEVEMENT RECORDS	Training manuals, syllabuses, course outlines, and similar training aids used in in-house training programs.	US, expired, or discontinued + 2 years.	
*GR1050-28d	TRAINING AND EDUCATIONAL ACHIEVEMENT RECORDS	Skill or achievement measurement records of a training group or class as a whole (e.g., rosters with scores).	2 years.	Retention Note: If the only information documenting the in-house training of an employee of the types described in (a) is contained in the measurement records of a group or class as a whole, the group records must be retained for the date of separation + 5 years for all employees included in the group records.
*GR1050-29	UNEMPLOYMENT COMPENSATION CLAIMS RECORDS	Unemployment claims, pertinent correspondence, and similar records documenting unemployment compensation cases.	After closed + 5 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
*GR1050-30	VERIFICATIONS OF EMPLOYMENT ELIGIBILITY (INS Form I-9)		3 years from hire or 1 year after separation, whichever later.	By regulation - 8 CFR 1274a.2 (b) (2) (i) (A) and (c) (2). Retention Note: If a former employee is rehired and an INS Form I-9 is still on file for the employee, the 3-year retention period dates from date of first hire.
GR1050-31	WORK SCHEDULES	Work, duty, shift, crew, case schedules, rosters, or assignments except work schedules includable in item number GR1050-56.	1 year.	
*GR1050-32	WORKERS COMPENSATION CLAIM RECORDS	Initial and supplemental reports of accidents to or job-related illnesses of employees and documentation relating to any subsequent filing of claims by employees.	CE of closure of claim + 5 years.	By regulation - 29 CFR 1904.33 for accident and illness reports. Retention Note: Refer to GR1050-22b (1) in this schedule. The local governments' insurer and the Texas Department of Insurance keep permanent records of workers compensation related records.
GR1050-33	FINANCIAL DISCLOSURE STATEMENTS	Financial disclosure statements of officers and/or employees of a local government.	2 years.	Retention Note: For campaign contribution and expenditure statements see item number EL3125-01 in Local Schedule EL (Records of Elections and Voter Registration).
*GR1050-34	PUBLIC ACCESS OPTION FORMS	Form completed and signed by employee or official, or former employee or official, electing to keep home address, home telephone number, social security number, and family information open or confidential under the Public Information Act, Government Code 552.04.	US.	Retention Note: The last public access option form completed by an employee prior to termination of employment must be retained as part of the Employee Service Record (see record number GR1050-12 in this schedule).
*GR1050-35	EMPLOYEE EXIT INTERVIEWS	Records of interviews and other supporting documentation conducted at time of employee termination.	Date of separation + 2 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
*GR1050-36	CRIMINAL HISTORY CHECKS	Used for condition of or in conjunction with employment application.	End of employee's probationary period or after immediate purpose has been fulfilled, as applicable.	By law - Government Code, Chapter 411 Subchapter F for certain education institutions and fire departments, and by authority of this schedule for all other local governments. Retention Note: A local government that is authorized to obtain criminal history recorded information from the Texas Department of Public Safety must refer to Subchapter F, Chapter 411, Government Code for appropriate retention and use of this information.
*GR1050-37	EMPLOYEE ACKNOWLEDGEMENT FORMS	Employee acknowledgement forms or other documentation that show proof of receipt and awareness of local government policies and procedures.	US or date of separation +2 years, as applicable.	
*GR1050-38	UNSOLICITED RESUMES	Unsolicited resumés received by local governments not used in the employment selection process.	AV.	Retention Note: See item number GR1050-14 for resumés, whether solicited or unsolicited, that are used in any way in the employment selection process.
*GR1050-39	VOLUNTEER SERVICE FILES	Information about individual volunteers and duties they perform.	US or date of separation + 3 years.	

SECTION 3-2: PAYROLL RECORDS

Retention Note: OTHER ACCOUNTING RECORDS - This section supplements Section 2-2 and schedules financial and accounting records found in most local governments specific to the disbursement of payroll. If a payroll-related record is not scheduled in this section, use Section 2-2 for the comparable record; e.g., payroll fund reconciliations should be retained for FE + 5 years under the retention for Banking Records (see item number GR1025-28).

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-50	DEDUCTION AUTHORIZATIONS	Documentation used to start, modify, or stop all voluntary or required deductions from payroll, including orders of garnishment or other court-ordered attachments.	4 years after separation or 4 years after amendment, expiration, or termination of authorization, whichever sooner.	
*GR1050-51	DIRECT DEPOSIT APPLICATIONS/AUTHORIZATIONS		US or date of separation, as applicable.	
GR1050-52	EARNINGS AND DEDUCTION RECORDS			

Record Number	Record Title	Record Description	Retention Period	Remarks
*GR1050-52a	EARNINGS AND DEDUCTION RECORDS	A record containing the following payroll information on each employee: name, last known address and social security number, amount of wages paid to the employee for each payroll period, including all deductions, and date of payment.	Retention of any one of the following records for 5 years by school districts or 4 years by other local governments will satisfy the retention requirement: 1) Individual employee earnings card or record that shows earnings and deductions for each pay period. 2) Master payroll register which shows earnings and deductions for each pay period.	By regulation - 20 CFR 404.1225(b) (3) and 40 TAC 815.106(i).

Record Number	Record Title	Record Description	Retention Period	Remarks
*GR1050-52b	EARNINGS AND DEDUCTION RECORDS	A record containing the following minimum pension and deferred compensation information on each employee: name, date of birth, social security number, and amount of pension and deferred compensation deductions.	<p>The retention of any one of the following for date of separation + 75 years will satisfy the retention requirement:</p> <p>1) Individual employee earnings card or record as in (a) (1).</p> <p>2) Employee Service Record (see item number GR1050-12) if it contains the prescribed pension and deferred compensation deduction data.</p> <p>3) Master payroll register, or the final year-to-date register of each calendar year, if the register shows all persons employed during the year from whose wages, pension, and deferred compensation deductions were made.</p>	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-52b (continued)	EARNINGS AND DEDUCTION RECORDS		<p>4) Pension and deferred compensation deduction register, or the final year-to-date pension deduction register of each calendar year, if the register lists all persons employed during the year from whose wages pension and deferred compensation deductions were made.</p> <p>5) Copies of annual or other periodic statements furnished to each employee detailing the deductions and contributions to a pension or deferred compensation plan during the past year or period.</p>	
*GR1050-52c	EARNINGS AND DEDUCTION RECORDS	Master payroll register, including year-to-date registers, if not used to satisfy either of the retention requirements set in (a) or (b).	FE + 5 years for school districts; FE + 3 years for other governments.	

Record Number	Record Title	Record Description	Retention Period	Remarks
*GR1050-52d	EARNINGS AND DEDUCTION RECORDS	Subsidiary payroll registers, if not used to satisfy either of the retention requirements set in (a) or (b). (1) If data contained in the subsidiary payroll register is not contained in the master payroll register. (2) If data contained in the subsidiary payroll register is contained in the master payroll register.	FE + 5 years for school districts; FE + 3 years for other governments. AV.	
GR1050-52e	EARNINGS AND DEDUCTION RECORDS	Copies of annual or other periodic statements furnished to each employee detailing the deductions and contributions to a pension or deferred compensation plan during the past year or period, if not used to satisfy the retention requirement set in (b).	2 years.	
*GR1050-52f	EARNINGS AND DEDUCTION RECORDS	Payroll adjustment records, including transaction registers, authorizations, and similar records authorizing and detailing adjustments to payroll records because of overpayment, underpayment, etc.	FE + 5 years for school districts; FE + 3 years for other governments.	
GR1050-53	FEDERAL AND STATE TAX FORMS AND REPORTS			
GR1050-53a	FEDERAL AND STATE TAX FORMS AND REPORTS	Forms used to determine withholding from wages and salaries for payroll tax purposes (W-4 Forms).	4 years after separation or 4 years after form amended, whichever sooner.	By regulation - 20 CFR 404.1225(b)(3), 26 CFR 31.6001-1(e)(2) for federal forms and by authority of this schedule for any state forms.
GR1050-53b	FEDERAL AND STATE TAX FORMS AND REPORTS	Forms and reports used to report the collection, distribution, deposit, and transmittal of payroll or unemployment taxes (W-2, 1099).	4 years after tax due date or date tax paid, whichever later.	By regulation - 20 CFR 404.1225(b)(3), 26 CFR 31.6001-1(e)(2) for federal forms and by authority of this schedule for state forms.
GR1050-54	LEAVE RECORDS			

Record Number	Record Title	Record Description	Retention Period	Remarks
*GR1050-54a	LEAVE RECORDS	A record containing a record of the unused accumulated sick leave of each employee if (1) all or a percentage of accumulated sick leave is used to calculate length of service and/or (2) accumulated sick leave is creditable to an employee if rehired.	<p>The retention of any one of the following for date of separation + 75 years will satisfy the retention requirement:</p> <p>1) Individual employee earnings card or record as described in item number GR1050-52a if it also contains accumulated sick leave data.</p> <p>2) Employee Service Record (see item number GR1050-12) if it contains the accumulated sick leave data prescribed.</p> <p>3) Copy of the final time summary or leave status report, as noted in (d), of each separated employee.</p>	
*GR1050-54b	LEAVE RECORDS	Requests and authorizations for vacation, compensatory, sick, Family and Medical Leave Act (FMLA), and other types of authorized leave, and supporting documentation.	FE + 5 years for school districts; FE + 3 years for other governments.	By regulation – 29 CFR 825.500.
*GR1050-54c	LEAVE RECORDS	Leave or hours-to-date registers.	FE + 5 years for school districts; FE + 3 years for other governments.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-54d	LEAVE RECORDS	Copies of periodic time summary or leave status reports furnished to each employee containing information on vacation, sick, compensatory, or other leave earned and used, including the final report of separated employees if they are not used to satisfy the retention requirement set in (a).	2 years.	
GR1050-55	PAYROLL ACTION OR INFORMATION NOTICES	Documents used by payroll officers to create or change information in the payroll records of individual employees except deduction authorizations (see item number GR1050-50) and federal tax forms [see item number GR1050-53(a)].		
*GR1050-55a	PAYROLL ACTION OR INFORMATION NOTICES	Documents concerning hiring, termination, transfer, pay grade, position or job title, name changes, etc.	2 years.	By regulation - 29 CFR 1602.31, 1602.40, and 1602.49. Retention Note: Refer to GR1050-12 in this schedule as some information must be kept in Employee Service Record.
*GR1050-55b	PAYROLL ACTION OR INFORMATION NOTICES	Documents concerning adjustments to payroll and leave status.	FE + 3 years.	Retention Note: Refer to GR1050-12 in this schedule as some information must be kept in Employee Service Record.
*GR1050-56	TIME AND ATTENDANCE REPORTS	Time cards or sheets, including work schedules and documentation evidencing adherence to or deviation from normal hours for those employees working on fixed schedules.	4 years.	By regulation - 40 TAC 815.106(i).
GR1050-57	TIME CHANGE RECORDS	Requests and authorizations for overtime, time trading, and other actions that affect normal work time except leave requests [see item number GR1050-54(c)].	2 years.	
*GR1050-58	REIMBURSABLE ACTIVITIES, REQUESTS AND AUTHORIZATIONS TO ENGAGE IN	Requests and authorizations for travel; participation in educational programs, workshops, or college classes; or for other <i>bona fide</i> work-related activities in which the expenses of an employee are defrayed or reimbursed.	FE + 5 years for school districts; FE + 3 years for other governments.	
GR1050-59	WAGE AND SALARY RATE TABLES			

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-59a	WAGE AND SALARY RATE TABLES	If wage or salary rate for each position listed on an Employee Service Record (see item number GR1050-12) is expressed in dollars.	2 years after last effective date.	By regulation - 29 CFR 516.6(a) (2).
GR1050-59b	WAGE AND SALARY RATE TABLES	If wage or salary rate for each position listed on an Employee Service Record (see item number GR1050-12) is indicated by grade or step number only.	Date of separation + 75 years.	

PART 4: SUPPORT SERVICES RECORDS

SECTION 4-1: PURCHASING RECORDS

Retention Notes: RELATIONSHIP WITH ACCOUNTS PAYABLE RECORDS - In a local government in which purchasing and accounts payable records (see item number 1025-26) are maintained by the same individual or department, duplicate copies of a record need not be created and/or retained to satisfy the retention requirements of this section if the record is used in documenting both the ordering and procurement of and payment for goods and services. In such instances, retention requirements for accounts payable records prevail over those noted in this section.

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1075-01	BIDS AND BID DOCUMENTATION			
*GR1075-01a	BIDS AND BID DOCUMENTATION	Successful bids and requests for proposals, including invitations to bid, bid bonds and affidavits, bid sheets, and similar supporting documentation.	FE of award + 5 years for school districts; FE + 3 years for other governments.	Retention Note: If a formal written contract is the result of a successful bid or request for proposal, the successful bid or request for proposal and its supporting documentation must be retained for the same period as the contract. See item number GR1000-25.
GR1075-01b	BIDS AND BID DOCUMENTATION	Unsuccessful bids.	2 years.	
*GR1075-01c	BIDS AND BID DOCUMENTATION	Requests for informal bid estimates, quotes, or responses from providers for the procurement of goods or services for which state law or local policy does not require the formal letting of bids.	1 year.	

Record Number	Record Title	Record Description	Retention Period	Remarks
*GR1075-01d	BIDS AND BID DOCUMENTATION	Requests for information (RFI) preliminary to the procurement of goods or services by direct purchase or bid.	AV after date of direct purchase, issuance of request for bids, or decision not to proceed with the procurement, as applicable.	
GR1075-02	INVENTORY RECORDS (PARTS AND SUPPLIES)		1 year.	
GR1075-03	PURCHASE ORDER AND RECEIPT RECORDS			
*GR1075-03a	PURCHASE ORDER AND RECEIPT RECORDS	Purchase orders, requisitions, and receiving reports.	FE + 5 years for school districts; FE + 3 years for other governments.	
GR1075-03b	PURCHASE ORDER AND RECEIPT RECORDS	Purchasing log, register, or similar record providing a chronological record of purchase orders issued, orders received, and similar data on procurement status.	FE + 3 years.	
GR1075-03c	PURCHASE ORDER AND RECEIPT RECORDS	Packing slips and order acknowledgments.	AV.	
GR1075-03d	PURCHASE ORDER AND RECEIPT RECORDS	Vendor and commodity lists.	US.	

SECTION 4-2: FACILITY, VEHICLE, AND EQUIPMENT MANAGEMENT RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1075-15	ACCIDENT AND DAMAGE REPORTS (PROPERTY)	Reports of accidents or damage to facilities, vehicles, or equipment if no personal injury is involved.	3 years.	Retention Note: For accident reports involving personal injury see item numbers GR1000-20 and GR1050-32.
*GR1075-16	CONSTRUCTION PROJECT RECORDS			

Record Number	Record Title	Record Description	Retention Period	Remarks
*GR1075-16a	CONSTRUCTION PROJECT RECORDS	Records concerning the planning, design, construction, conversion, or modernization of local government-owned facilities, structures, and systems, including feasibility, screening, and implementation studies; topographical and soil surveys and reports; architectural and engineering drawings, elevations, profiles, blueprints, and as-builts; inspection and investigative reports; laboratory test reports; environmental impact statements; construction contracts and bonds; correspondence; and similar documentation except as described in (b) .	PERMANENT.	Retention Note: If a structure, facility, or system is sold or transferred to another person or entity, the local government must retain the original records relating to its construction. Copies of the records may be given to the person or entity to whom the structure, facility, or system is sold or transferred.
*GR1075-16b	CONSTRUCTION PROJECT RECORDS	Records of the types described in (a) relating to the construction of prefabricated storage sheds, bus shelters, parking lot kiosks, non-structural recreational facilities such as baseball diamonds and tennis courts, and similar structures and facilities.	Completion of the project + 10 years.	<p>Retention Note: Review before disposal; some records may merit PERMANENT retention for historical reasons. Records relating to construction of some of the described structures will have historical value if they are closely associated with a major structure as described in (a). For example, records relating to the construction of gazebos, fountains, walls, or statuary located on the grounds of a county courthouse are part of the landscape of the courthouse and its grounds and should be retained PERMANENTLY.</p> <p>Records of the types described relating to government-owned structures or places eligible for or already listed as historic by national, state, or local organizations or authorities must be retained PERMANENTLY.</p>

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1075-16c	CONSTRUCTION PROJECT RECORDS	Records relating to construction projects described in (a) and (b), that are transitory or of ephemeral relevance, and are not required for maintaining, modifying, and repurposing the building or structure, Records may include, but are not limited to, rejected design plans, delivery tickets for expendable products, daily work reports, etc.	5 years	Retention Note: Records of the types described relating to government-owned structures or places eligible for or already listed as historic by national, state, or local organizations or authorities must be retained PERMANENTLY .
GR1075-17	LOST AND STOLEN PROPERTY REPORTS		FE + 3 years.	
GR1075-18	MAINTENANCE, REPAIR, AND INSPECTION RECORDS	Records documenting the maintenance, repair, and inspection of facilities, vehicles, and equipment.		Retention Note: This record group schedules records of maintenance and repair to general-purpose vehicles, office equipment, and office facilities. For retention requirements for the maintenance and repair of specialized vehicles (e.g., police cars, fire trucks, school buses), equipment (e.g., airport runway beacons, traffic lights), or facilities (e.g., wastewater treatment plants) see other commission schedules.
*GR1075-18a	MAINTENANCE, REPAIR, AND INSPECTION RECORDS	Vehicles and equipment. (1) Routine inspection records. (2) Maintenance and repair records.	1 year. Life of asset.	Retention Note: If a vehicle is salvaged as the result of an accident, the maintenance and repair records for the vehicle must be retained for date of salvage + 1 year.

Record Number	Record Title	Record Description	Retention Period	Remarks
*GR1075-18b	MAINTENANCE, REPAIR, AND INSPECTION RECORDS	Facilities. (1) Routine cleaning, janitorial, and inspection work. (2) All other facility maintenance, repair and inspection records (including those relating to plumbing, electrical, fire suppression, and other infrastructural systems).	1 year. 5 years.	Retention Note: Records of the types described relating to government-owned structures or places eligible for or already listed as historic by national, state, or local organizations or authorities must be retained PERMANENTLY .
GR1075-19	SERVICE REQUESTS/WORK ORDERS (for repairs and maintenance to facilities, vehicles, or equipment)		2 years.	Retention Note: If work orders serve as the only form of record documenting repairs to vehicles or equipment [see item number GR1075-18(a)] they must be retained for the life of the vehicle or equipment.
GR1075-20	USAGE REPORTS	Reports of usage of facilities, vehicles, and equipment.		
*GR1075-20a	USAGE REPORTS Reports of usage of facilities, vehicles, and equipment	Any type of usage report (e.g., mileage, fuel consumption, copies run) if such reports are the basis for allocating costs, for determining payment under rental or lease agreements, etc.	FE + 5 years for school districts; FE + 3 years for other governments.	
GR1075-20b	USAGE REPORTS Reports of usage of facilities, vehicles, and equipment	Reservation logs or similar records relating to the use of facilities such as meeting rooms, auditoriums, etc. by the public or other governmental agencies.	2 years.	
GR1075-20c	USAGE REPORTS Reports of usage of facilities, vehicles, and equipment	Usage reports compiled for purposes other than those noted in (a) or (b).	1 year.	
*GR1075-21	VEHICLE OR EQUIPMENT ASSIGNMENT RECORDS	Assignment logs, authorizations, and similar records relating to the assignment and use of government-owned vehicles or equipment by employees.	After return or reassignment + 2 years.	
GR1075-22	VISITOR CONTROL REGISTERS	Logs, registers, or similar records documenting visitors to limited access or restricted areas.	3 years.	Retention Note: If the visitor control register is needed as part of an investigation it should be retained with the investigation case file PS4125-05.
GR1075-23	WARRANTIES (for vehicles and equipment)		Expiration of warranty + 1 year.	

Record Number	Record Title	Record Description	Retention Period	Remarks
*GR1075-24	VEHICLE TITLES AND REGISTRATIONS	Vehicle titles and registrations of government-owned vehicles.	LA.	
*GR1075-25	SURVEILLANCE VIDEOS	Video surveillance for, but not limited to, security of property and persons.	AV.	Retention Note: If the surveillance video is needed as part of an investigation it should be retained with the investigation case file PS4125-05.

SECTION 4-3: COMMUNICATIONS RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1075-40	POSTAL AND DELIVERY SERVICE RECORDS			
GR1075-40a	POSTAL AND DELIVERY SERVICE RECORDS	Meter and permit usage records.	1 year.	
GR1075-40b	POSTAL AND DELIVERY SERVICE RECORDS	Registered, certified, insured, and special delivery mail receipts and similar records of transmittal by express or delivery companies.	1 year.	
GR1075-41	TELEPHONE LOGS OR ACTIVITY REPORTS	Registers or logs of telephone calls and fax transmissions made and similar activity reports.		
*GR1075-41a	TELEPHONE LOGS OR ACTIVITY REPORTS	If the log, report, or similar record is used for cost allocation purposes.	FE + 5 years for school districts; FE + 3 years for other governments.	
*GR1075-41b	TELEPHONE LOGS OR ACTIVITY REPORTS	If the log, report, or similar record is used for internal control purposes other than cost allocation.	1 year.	
*GR1075-41c	TELEPHONE LOGS OR ACTIVITY REPORTS	Internal telephone directory of local government employees. Directory may include personal contact information (e.g. personal telephone number, home address, etc.).	US, expired, or discontinued.	

Record Number	Record Title	Record Description	Retention Period	Remarks
*GR1075-42	E-RATE RECORDS	<p>E-Rate is the Schools and Libraries Program of the Universal Service Fund that provides discounts to schools and libraries for telecommunications and Internet access. E-Rate is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communication Commission (FCC).</p> <p>All records related to the application for, receipt, and delivery of discounted telecommunications and other supported services.</p>	FE + 5 years.	By regulation - 47 CFR 54.516.

SECTION 4-4: WORKPLACE SAFETY RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
GR5750-01	BLOODBORNE PATHOGEN TRAINING RECORDS	Records of training given to employees with exposure to bloodborne pathogens showing the dates of training sessions, contents or summaries of the sessions, names and job titles of those who received training, and names and qualifications of instructors.	3 years.	
*GR5750-02	FACILITY CHEMICAL LISTS	Copies of tier two forms containing information of hazardous chemicals present in local government facilities submitted to the fire chief of the fire department having jurisdiction over the facilities and to the Texas Department of State Health Services as required by Health and Safety Code, Section 506.006.	30 years.	By law – Health and Safety Code, Section 506.006.
GR5750-03	HAZARD COMMUNICATION PLANS	Plans describing how criteria of the Hazard Communications Act (Chapter 502, Health and Safety Code) with regard to the education and training of employees will be met.	US + 5 years.	By law - Health and Safety Code, Section 502.009(g).

Record Number	Record Title	Record Description	Retention Period	Remarks
GR5750-04	HAZARDOUS MATERIALS TRAINING RECORDS	Records of training given to employees in a hazard communications program showing the date of each training session, subjects covered during the session, rosters of employees who attended, and the names of instructors.	5 years.	By law - Health and Safety Code, Section 502.009(g).
GR5750-05	MATERIAL SAFETY DATA SHEETS (MSDS)	Material safety data sheets (MSDS) supplied to local government employers by manufacturers or distributors of hazardous chemicals.	AV after receipt of updated sheet or the hazardous chemical is no longer present in the local government, as applicable.	
GR5750-06	WORKPLACE CHEMICAL LISTS	Lists of hazardous chemicals, including superseded lists, compiled and maintained by local governments in accordance with the Health and Safety Code, Section 502.005.	30 years.	By law - Health and Safety Code, Section 502.005(d). Retention Note: State law (Health and Safety Code, Section 502.005(d)) provides that if a local government is dissolved (e.g., a municipality through disincorporation), it shall send the workplace chemical lists in its possession to the director of the Texas Department of State Health Services.

PART 5: INFORMATION TECHNOLOGY RECORDS

Retention Notes: (a) This part establishes retention periods for records essential to the creation, maintenance, and use of electronic records (information recorded in a form for computer processing including data, graphics, digital images, multi-media records, etc.) and records related to computer operations/technical support not covered elsewhere in this schedule. Records in this part may be maintained on whatever medium is appropriate including electronic (on-line, magnetic tape, optical disk, CD-ROM, etc.), paper, and microform.

(b) Other types of records may be maintained electronically that are listed elsewhere in this schedule, such as administrative, fiscal, personnel, and support services records, or in other specialized schedules adopted by the Texas State Library and Archives Commission, such as Local Schedule PS (Records of Public Safety Agencies), Local Schedule HR (Records of Public Health Agencies), etc. The retention period for those electronic records will be as specified under the appropriate records series item number according to the function of the information. For example, if an electronic system were used to maintain encumbrance and expenditure reports, the retention period for these electronic records would be 2 years

as specified in item number 1025-04(d). Retention requirements apply to records maintained on all types of electronic systems including mainframe, minicomputer, microcomputer, local-area-network based systems, etc.

c) Administrative rules of the Texas State Library and Archives Commission (13 TAC 7.71-7.79) require that retention procedures for electronic records with an approved retention of 10 years or more must include provisions for scheduling the disposition of the electronic records as well as related software, documentation, and indexes; and for regular recopying, reformatting, and other necessary maintenance or conversion activities to ensure the retention and stability of electronic records until the expiration of their retention periods.

d) If automated information is copied to paper or microform to create the official record, the electronic files do not have to be maintained for the full retention period of the record. The added value of electronic files for facilitating retrieval, making queries, providing for automated audit trails, etc., should be carefully reviewed prior to destruction of the electronic files even though there is an official record in another medium.

SECTION 5-1: RECORDS OF AUTOMATED APPLICATIONS

Record Number	Record Title	Record Description	Retention Period	Remarks
GR5800-01	AUDIT TRAIL RECORDS	Files needed for electronic data audits such as files or reports showing transactions accepted, rejected, suspended, and/or processed; history files/tapes; records of on-line updates to application files or security logs.	Until audit requirements met.	
*GR5800-02	FINDING AIDS, INDEXES, AND TRACKING SYSTEMS	Automated indexes, lists, registers, and other finding aids used to provide access to the hard copy and electronic records.	Until the related hard copy or electronic records have been destroyed.	
*GR5800-03	HARDWARE DOCUMENTATION	Records documenting operational and maintenance requirements of computer hardware such as operating manuals, hardware/operating system requirements, hardware configurations, and equipment control systems.	Until electronic records are transferred to and made usable in a new hardware environment or there are no electronic records being retained to meet an approved retention period that require the hardware to be retrieved and read.	Retention Note: If the retention period of electronic records is extended to meet requirements of an audit, litigation, Public Information Act request, etc. any hardware documentation required to retrieve and read the records must also be retained for the same period.

Record Number	Record Title	Record Description	Retention Period	Remarks
*GR5800-04	MASTER FILE RECORDS	Relatively long-lived computer files containing organized and consistent sets of complete and accurate electronic records.	<p>Until completion of 3rd system backup cycle except for:</p> <p>a) Electronic file which replaces or serves in lieu of a textual record - Follow the retention period approved for the equivalent textual record;</p> <p>b) Electronic file containing fiscal information, for which an equivalent textual record exists, but which is also subject to audit - Dispose of after all audit questions have been resolved; and</p> <p>c) Output data file extracted from system solely to distribute data to individuals or program units for reference and use or to produce printed reports or other publications - Dispose of after data is distributed or when no longer needed to create publication.</p>	<p>Retention Note: The need to retain "snapshots" of some continuing master files should be carefully evaluated. For example, if a Geographic Information System has only current mapping information, historical versions of zoning changes would not be available even though these records have long-term legal and historical value.</p>

Record Number	Record Title	Record Description	Retention Period	Remarks
*GR5800-05	PROCESSING RECORDS	Electronic files used to produce a master file, including, but not limited to, work files, maintenance and test files, print files, and intermediate input/output records.	<p>Until completion of 3rd system backup cycle except for:</p> <p>a) Routine or benchmark file used to test system performance - AV; and</p> <p>b) File which facilitates processing of a particular job or system run, but which does not add to, delete from, or substantially modify information in a master file - AV.</p>	
*GR5800-06	SOFTWARE PROGRAMS	Automated software applications and operating system files including job control language, program listing/source code, etc.	Until electronic records are transferred to and made usable in a new software environment or there are no electronic records being retained to meet an approved retention period that require the software to be retrieved and read.	Retention Note: If the retention period of electronic records is extended to meet requirements of an audit, litigation, Public Information Act request, etc. any software program required to retrieve and read the records must also be retained for the same period.

Record Number	Record Title	Record Description	Retention Period	Remarks
*GR5800-08	TECHNICAL DOCUMENTATION	Records adequate to specify all technical characteristics necessary for reading or processing of electronic records and their timely, authorized disposition including documentation describing how a system operates and necessary for using the system such as user guides, system or sub-system definitions, system specifications, input and output specifications, and system flow charts; program descriptions and documentation such as program flowcharts, program maintenance logs, change notices, and other records that document modifications to computer programs; and data documentation necessary to access, retrieve, manipulate and interpret data in an automated system such as a data element dictionary, file layout, code book or table, and other records that explain the meaning, purpose, structure, logical relationships, and origin of the data elements.	Until electronic records are transferred to and made usable in a new hardware or software environment with new documentation or there are no electronic records being retained to meet an approved retention period that require the documentation to be retrieved and read.	Retention Note: If the retention period of electronic records is extended to meet requirements of an audit, litigation, open records action, etc. any technical documentation required to retrieve and read the records must also be retained for the same period.

SECTION 5-2: COMPUTER OPERATIONS AND TECHNICAL SUPPORT RECORDS

Retention Note: Not all of the following types of records will be created with all electronic systems. A local government should determine which records are needed according to the type of computer operation in use (mainframe, individual personal computers, networked personal computers, etc.). The records in this section may be maintained electronically (on-line, magnetic tape, optical disk, etc.) or on another medium such as paper or microform provided the approved retention period is met.

Record Number	Record Title	Record Description	Retention Period	Remarks
*GR5825-01	ACCESS SECURITY RECORDS	Records created for security purposes to control or monitor individual access to a system and its data, including but not limited to user account records, security login information, and password files.	Retain until all audit or legal requirements have been met.	
*GR5825-02	BATCH DATA ENTRY CONTROL RECORDS	Forms and logs used to reconcile batches submitted for processing against batches received and processed.	AV after reconciliation confirmed.	

Record Number	Record Title	Record Description	Retention Period	Remarks
*GR5825-03	CHARGEBACK RECORDS TO DATA PROCESSING SERVICES USERS	Records used to document, calculate costs, and bill program units for computer usage and data processing services. These records are also used for cost recovery, budgeting, or administrative purposes.	FE + 5 for school districts; FE + 3 years for other governments.	
GR5825-04	COMPUTER JOB SCHEDULES AND REPORTS	Schedules or similar records showing computer jobs to be run and other reports by computer operators or programmers of work performed.	90 days.	
*GR5825-05	DATA PROCESSING POLICIES AND PROCEDURES	Records of data processing policies and procedures including those covering access and security, systems development, data retention and disposition, and data ownership (records of procedures for data entry, operation of computer equipment, production control, system backup, compliance with electronic records rules, etc). Does not include technical documentation of procedures necessary for reading or processing of electronic records (see item number GR5800-08).	Until superseded, expired, or discontinued + 5 years.	Retention Note: Review before disposal; some records merit PERMANENT or long-term retention for historical or legal reasons.
GR5825-06	DATA PROCESSING PLANNING RECORDS	Reports, studies, analyses, projections, and similar records concerning the creation, development, or modification of data processing systems and services except for disaster recovery plans (see item number GR5825-07).	5 years.	Retention Note: Before disposal appraise for continuing administrative usefulness and historical value. Those records relating to major development projects and other records considered of historical value should be retained PERMANENTLY .
*GR5825-07	NETWORK SYSTEMS DISASTER PREPAREDNESS AND RECOVERY PLANS	Records related to the protection and re-establishment of data processing services and equipment in case of a disaster.	US.	
*GR5825-08	ELECTRONIC MEDIA LIBRARY SYSTEM RECORDS	Records used to control the location, maintenance, and disposition of media in an electronic media library except for records destruction documentation that is maintained permanently (see item number GR1000-40).	Until related records or media are destroyed or withdrawn from the library.	
GR5825-09	INPUT DOCUMENTS	Copies of records or forms designed and used solely for data input and control when the data processing unit provides centralized data input services and original records are maintained by the program unit except for data entry documents noted elsewhere in this schedule or other schedules adopted by the commission.	Until all data has been entered into the system and, if required, verified.	

Record Number	Record Title	Record Description	Retention Period	Remarks
*GR5825-10	NETWORK CIRCUITS INVENTORIES	Records containing information on network circuits used by the government including circuit number, vendor, type of connection, terminal series, software, contact person, and other relevant information about the circuit.	US.	
*GR5825-11	NETWORK IMPLEMENTATION RECORDS	Records used to implement a computer network including reports, diagrams of network, and wiring schematics.	US.	
GR5825-12	OPERATING SYSTEM AND HARDWARE CONVERSION PLANS	Records relating to the replacement of equipment or computer operating systems not included elsewhere in this schedule.	1 year after completion of conversion.	
GR5825-13	OUTPUT RECORDS FOR COMPUTER PRODUCTION	Reports showing transactions that were accepted, rejected, suspended, and/or processed.	AV.	
GR5825-14	QUALITY ASSURANCE RECORDS	Information verifying the quality of system, hardware, or software operations including records of errors or failures and the loss of data resulting from such failures, documentation of abnormal termination and of error free processing, checks of changes put into production, transaction histories, and other records needed as an audit trail to evaluate data accuracy.	Until no longer needed as an audit trail for records modified.	
*GR5825-15	PROJECT RECORDS	Records created and used in the development, redesign, or modification of automated systems or applications.		Retention Note: Does not include purchasing records for computer software or hardware such as individual personal computers, which are covered in Part 4 of this schedule.
GR5825-15a	PROJECT RECORDS	Project management records, design documentation, feasibility studies, justifications, user requirements, etc.	3 years after completion of project.	
GR5825-15b	PROJECT RECORDS	Routine status reports, memos, and correspondence.	AV.	
GR5825-16	SYSTEM ACTIVITY MONITORING RECORDS	Electronic files or automated logs created to monitor computer systems such as print spool logs, console logs, tape activity logs, etc.	AV.	

Record Number	Record Title	Record Description	Retention Period	Remarks
*GR5825-17	ELECTRONIC RECORDS TRAINING RECORDS	<p>Memoranda, flyers, catalogues, registration forms, rosters, and other records documenting training courses provided users of electronic records systems.</p> <p>(1) If the training is required to hold or to continue to hold a specific position or if the training is required of all employees.</p> <p>(2) If the training is not required to hold or continue to hold a specific position of if the training is not required of all employees.</p>	<p>Date of separation + 5 years.</p> <p>AV.</p>	
*GR5825-18	INTERNET COOKIES	Data resident on hard drives that make use of user-specific information transmitted by the Web server onto the user's computer so that the information might be available for later access by itself or other servers.	AV.	Retention Note: The disposal of Internet cookies need not be documented through destruction authorizations (GR1000-40(b)), but governments should establish procedures governing disposal of these records as part of its records management plan (GR1000-40(d)).
*GR5825-19	HISTORY FILES – WEB SITES	A record of the documents visited during an Internet session that allows users to access previously visited pages more quickly or to generate a record of a user's progress.	AV.	Retention Note: The disposal of Internet history files need not be documented through destruction authorizations (GR1000-40(b)), but governments should establish procedures governing disposal of these records as part of its records management plan (GR1000-40(d)).
*GR5825-20	SOFTWARE REGISTRATIONS, WARRANTIES, AND LICENSE AGREEMENTS		LA + 3 years.	

Comments or complaints regarding the programs and services of the Texas State Library and Archives Commission can be addressed to the Director and Librarian, PO Box 12927, Austin, TX 78711-2927
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TEXAS STATE LIBRARY AND ARCHIVES COMMISSION

LOCAL SCHEDULE PW 13 TAC §7.125(b)(2) (Second Edition)

RETENTION SCHEDULE FOR RECORDS OF PUBLIC WORKS AND OTHER GOVERNMENT SERVICES

This schedule establishes mandatory minimum retention periods for records that are associated with public works and other government services. No local government office may dispose of a record listed in this schedule prior to the expiration of its retention period. A records control schedule of a local government may not set a retention period that is less than that established for the record in this schedule. Original paper records may be disposed of prior to the expiration of their minimum retention periods if they have been microfilmed or electronically stored pursuant to the provisions of the Local Government Code, Chapter 204 or Chapter 205, as applicable, and rules of the Texas State Library and Archives Commission adopted under those chapters. Actual disposal of such records by a local government is subject to the policies and procedures of its records management program.

Destruction of local government records contrary to the provisions of the Local Government Records Act of 1989 and administrative rules adopted it, including this schedule, is a Class A misdemeanor and, under certain circumstances, a third degree felony (Penal Code, Section 37.10). Anyone destroying local government records without legal authorization may also be subject to criminal penalties and fines under the Public Information Act (Government Code, Chapter 552).

INTRODUCTION

The Government Code, Section 441.158, provides that the Texas State Library and Archives Commission shall issue records retention schedules for each type of local government, including a schedule for records common to all types of local government. The law provides further that each schedule must state the retention period prescribed by federal or state law, rule of court, or regulation for a record for which a period is prescribed; and prescribe retention periods for all other records, which periods have the same effect as if prescribed by law after the records retention schedule is adopted as a rule of the Commission.

The retention period for a record applies to the record regardless of the medium in which it is maintained. Some records listed in this schedule are maintained electronically in many offices, but electronically stored data used to create in any manner a record or the functional equivalent of a record as described in this schedule must be retained, along with the hardware and software necessary to access the data, for the retention period assigned to the record, unless backup copies of the data generated from electronic storage are retained in paper or on microfilm for the retention period. This includes electronic mail (e-mail), websites, and electronic publications.

Unless otherwise stated, the retention period for a record is in calendar years from the date of its creation. The retention period applies only to an official record as distinct from convenience or working copies created for informational purposes. Where several copies are maintained, each local government should decide which shall be the official record and in which of its divisions or departments it will be maintained. Local governments in their records management programs should establish policies and procedures to provide for the systematic disposal of copies.

If a record described in this schedule is maintained in a bound volume of a type in which pages were not meant to be removed, the retention period, unless otherwise stated, dates from the date of last entry.

If two or more records listed in this schedule are maintained together by a local government and are not severable, the combined record must be retained for the length of time of the component with the longest retention period. A record whose minimum retention period on this schedule has not yet expired and is **less than permanent** may be disposed of if it has been so badly damaged by fire, water, or insect or rodent infestation as to render it unreadable, or if portions of the information in the record have been so thoroughly destroyed that remaining portions are unintelligible. If the retention period for the record is **permanent** in this schedule, authority to dispose of the damaged record must be obtained from the Director and Librarian of the Texas State Library and Archives Commission. A Request for Authority to Destroy Unscheduled Records (Form SLR 501) should be used for this purpose.

Certain records listed in this schedule are assigned the retention period of AV (as long as administratively valuable). This retention period affords local governments the maximum amount of discretion in determining a specific retention period for the record described.

Use of Asterisk (*)

The use of an asterisk in this second edition of Local Schedule PW indicates that the record is either new to this edition, the retention period for the record has been changed, or substantive amendments have been made to the description or remarks concerning the record. An asterisk is not used to indicate minor amendments to grammar or punctuation.

ABBREVIATIONS USED IN THIS SCHEDULE

- AV - As long as administratively valuable
- CE - Calendar year end
- CFR - Code of Federal Regulations
- FE - Fiscal year end
- TAC - Texas Administrative Code
- US - Until superseded

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PART 1: GENERAL RECORDS

Retention Note: This schedule establishes retention periods for records found in various public works and services departments of local governments or for records kept by certain local government officers (e.g., veterans service officers) or local governments (e.g., soil and water conservation districts). For other administrative, fiscal, personnel, or support service records that may be found in these departments or governments, see Local Schedule GR (Records Common to All Local Governments).

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5200-01	PUBLIC WORKS AND SERVICES PLANNING STUDIES AND REPORTS	Feasibility studies, reports, analyses, projections, graphic material, and similar planning documents by outside consultants or in-house staff relating to comprehensive planning, capital improvements, land use and open space, economic development and outlook, neighborhood and housing renewal and renovation, regional and intergovernmental cooperation, transportation, traffic engineering, transit systems, airport operations, growth patterns, demographics, long-range forecasts and projections, and other aspects of local government planning <i>not</i> listed elsewhere in this schedule.		
PW5200-01a	PUBLIC WORKS AND SERVICES PLANNING STUDIES AND REPORTS	Special planning studies or reports prepared by order or request of the governing body or considered by the governing body (as reflected in its minutes) or ordered or requested by a state or federal agency or a court.	PERMANENT.	
PW5200-01b	PUBLIC WORKS AND SERVICES PLANNING STUDIES AND REPORTS	All other planning reports or studies.	5 years.	Retention Note: Review before disposal; developed comprehensive and capital improvements plans and other records of this type may merit PERMANENT or long term retention for administrative or historical reasons. See also item number GR1000-39 in Local Schedule GR.
PW5200-02	SERVICE REQUESTS/WORK ORDERS	Service requests and work orders to be performed by public works and services personnel except for work orders noted elsewhere in this schedule.	2 years.	

PART 2: PLANNING AND ZONING RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5225-01	ZONING/PLANNING BOARD CASE FILES	Staff reports, determinations and evaluations, correspondence, and comparable records concerning each planning, zoning, building code, or other public works-related case brought before local government zoning, planning, or development commissions or appeal bodies; or before other special or ad hoc committees constituted for similar purposes.	Disposition of case + 5 years.	<p>Retention Notes: a) The minutes of the various commissions must be retained PERMANENTLY in accordance with item number GR1000-03 in Local Schedule GR. In any action by these commissions involving real property, the minutes must identify the property which the action affects. If the minutes do not identify the property, documents referenced in the minutes that do provide such identification must be retained PERMANENTLY.</p> <p>b) Review before disposal; some case files may merit PERMANENT retention for historical reasons.</p>
*PW5225-02	ZONING MAPS AND PLATS		PERMANENT.	
PW5225-03	ZONING PERMIT RECORDS			
PW5225-03a	ZONING PERMIT RECORDS	Applications for zoning permits or variances.	5 years.	
PW5225-03b	ZONING PERMIT RECORDS	Copies of zoning permits or variances or a log or other form of record evidencing their issuance, showing to whom the permit or variance was issued, the property to which it applies, and the zoning classification.	PERMANENT.	
PW5225-04	ZONING VIOLATIONS RECORDS	Records relating to violations of local zoning ordinances, including documents verifying that the violation has ceased or been corrected.		
PW5225-04a	ZONING VIOLATIONS RECORDS	Alleged, but unfounded.	1 year after determination that zoning ordinances have not been violated.	
PW5225-04b	ZONING VIOLATIONS RECORDS	Violations.	Verification of correction of violation + 3 years.	

PART 3: BUILDING PERMIT AND INSPECTION RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5250-01	BLUEPRINTS AND SPECIFICATIONS	Blueprints and specifications submitted by building contractors or property owners when applying for building permits and as-builts submitted for issuance of certificates of occupancy.		

Record Number	Record Title	Record Description	Retention Period	Remarks
*PW5250-01a	BLUEPRINTS AND SPECIFICATIONS	For commercial and non-residential building permits or certificates of occupancy.	Life of structure + 3 years, but see retention notes.	<p>Retention Notes: a) If submission of as-builts is required before the issuance of a certificate of occupancy, the retention period applies only to the as-builts, and previously submitted blueprints and specifications need be retained only as long as administratively valuable.</p> <p>b) If a structure is remodeled, and new blueprints and specifications and/or as-builts are submitted [see retention note (a)], superseded documentation of the type described need be kept only as long as administratively valuable.</p> <p>c) For records of the types described for buildings or structures owned by the local government that issues the building permit, see item number GR1075-16 in Local Schedule GR.</p> <p>d) For commercial and non-residential buildings that have received local, state, or national designations as historic properties, see item number PW5250-01d in Local Schedule PW.</p> <p>e) Review before disposal; blueprints and/or as-builts of some structures may merit PERMANENT retention for historical reasons.</p>

Record Number	Record Title	Record Description	Retention Period	Remarks
*PW5250-01b	BLUEPRINTS AND SPECIFICATIONS	For residential building permits or certificates of occupancy.	AV.	<p>Retention Notes: a) Review before disposal; blueprints and specifications of some structures may merit PERMANENT retention for historical reasons.</p> <p>b) For residential buildings that have received local, state, or national designations as historic properties, see item number PW5250-01d in Local Schedule PW.</p>
*PW5250-01c	BLUEPRINTS AND SPECIFICATIONS	For miscellaneous permits (see item number PW5250-10).	AV.	<p>Retention Notes: a) Review before disposal; blueprints and specifications of some structures may merit PERMANENT retention for historical reasons.</p> <p>b) For miscellaneous structures that have received local, state, or national designations as historic properties, see PW5250-01d.</p>
*PW5250-01d	BLUEPRINTS AND SPECIFICATIONS	For commercial, non-residential, residential, and miscellaneous permits or certificates of occupancy on structures that have received local, state, or national historical property designation.	PERMANENT.	
PW5250-02	BUILDING CODE VIOLATIONS RECORDS	Records relating to violations of local building codes or ordinances, including documents verifying that the violation has been corrected.		
PW5250-02a	BUILDING CODE VIOLATIONS RECORDS	Alleged, but unfounded.	1 year after determination that building regulations have not been violated.	
PW5250-02b	BUILDING CODE VIOLATIONS RECORDS	Violations.	Verification of correction + 3 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5250-03	BUILDING MASTER RECORD	Master record of each commercial, non-residential, and residential structure detailing a history of permits issued for construction or alteration, certificates of occupancy issued, inspections carried out, code violations found, and similar information.	PERMANENT.	
PW5250-04	BUILDING PERMIT APPLICATIONS	Applications from property owners or contractors to erect new structures or to make alterations to existing structures.		
PW5250-04a	BUILDING PERMIT APPLICATIONS	Applications for which permit granted.	5 years; or, if property subject to issuance of certificate of occupancy, date of issuance of the certificate + 5 years.	
PW5250-04b	BUILDING PERMIT APPLICATIONS	Applications for which permit <i>not</i> granted.	1 year.	
PW5250-05	BUILDING PERMIT LOGS	Logs, registers, or similar records providing a listing of building permits and certificates of occupancy issued.		
PW5250-05a	BUILDING PERMIT LOGS	If a Building Master Record (PW5250-03) <i>is</i> maintained.	AV	
PW5250-05b	BUILDING PERMIT LOGS	If a Building Master Record (PW5250-03) <i>is not</i> maintained.	PERMANENT.	
PW5250-06	BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY			
PW5250-06a	BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY	Copies of issued building permits and certificates of occupancy if a Building Permit Log (PW5250-05b) or a Building Master Record (PW5250-03) <i>is not</i> maintained.	PERMANENT.	
PW5250-06b	BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY	Copies of issued building permits and certificates of occupancy if a Building Permit Log (PW5250-05b) or a Building Master Record (PW5250-03) <i>is</i> maintained.	AV after entry of evidence of issuance in log or record.	

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5250-07	BUILDING TRADES OCCUPATIONAL LICENSING RECORDS	Applications, examinations, references, performance bonds, copies of licenses or permits or record of their issuance, and similar records relating to the issuance of occupational licenses to construction contractors and other members of the building trades, including electricians, plumbers, carpenters, welders, etc.	Expiration, cancellation, revocation, or denial of the license + 3 years.	
PW5250-08	INSPECTION REPORTS	Reports of inspections carried out with reference to new construction; alterations to existing structures; code violations; and other projects, activities, or situations requiring inspection by local ordinance, <i>excluding</i> those reports that are made part of any other record group noted elsewhere in this part.	3 years.	
*PW5250-09	DEMOLITION RECORDS	Records relating to the demolition and clearance of buildings deemed unfit for occupancy and condemned, including demolition orders, inspection reports, notices to property owners, and any related court documents.	Date of demolition + 3 years.	Retention Note: Review before disposal; some documentation of this type may merit PERMANENT retention for historic or legal reasons. See litigation note in Introduction, page 2, of Local Schedule GR.
PW5250-10	MISCELLANEOUS APPLICATIONS AND PERMITS	Applications for and copies of permits (or records of their issuance) involving sign installation, fencing, swimming pool construction, driveway construction, and for similar activities as might be required by local ordinance that are <i>not</i> , by ordinance or departmental policy, classified as building applications or permits under item numbers PW5250-04 or PW5250-06.		
PW5250-10a	MISCELLANEOUS APPLICATIONS AND PERMITS	Granted permits.	5 years.	
PW5250-10b	MISCELLANEOUS APPLICATIONS AND PERMITS	Denied permits.	1 year.	
PW5250-11	REPORTS OF BUILDING PERMITS ISSUED	Monthly and annual reports prepared for the U.S. Bureau of the Census on the number of commercial and residential building starts and local public construction.		
PW5250-11a	REPORTS OF BUILDING PERMITS ISSUED	Annual.	PERMANENT.	

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5250-11b	REPORTS OF BUILDING PERMITS ISSUED	Monthly.	3 years.	

PART 4: PUBLIC TRANSPORTATION AND ENGINEERING RECORDS

SECTION 4-1: ROAD AND STREET MAINTENANCE AND REPAIR RECORDS

Retention Note: For road and street construction records, see item number 1075-16 in Local Schedule GR (Records Common to All Local Governments).

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5275-01	INSPECTION REPORTS	Reports of inspection of roads, streets, bridges, street lights, sidewalks, rights-of-way, etc.		
PW5275-01a	INSPECTION REPORTS	Roads, streets, street lights, sidewalks, rights-of-way, etc.	3 years.	
PW5275-01b	INSPECTION REPORTS	Bridges and overpasses.	Life of structure.	
PW5275-02	MAPS AND PLATS	Maps, plats, engineering and field notes, and profiles and cross-sections of roads, streets, rights of way, bridges, etc.	PERMANENT.	
PW5275-03	PERMITS	Applications for and copies of permits (or records of their issuance) for excavation and fill; alterations to roads, streets, sidewalks, and curbs; and for similar activities involving alteration of streets and rights of way.		
PW5275-03a	PERMITS	Granted applications and permits.	5 years.	
PW5275-03b	PERMITS	Denied applications and permits.	1 year.	
*PW5275-04	SERVICE AND REPAIR REQUESTS	Complaints from the public or from other local government departments on street hazards, potholes, other needed repairs on roads, streets, and rights-of-way and requests for traffic signs, lights, changes to traffic flow, etc.	3 years.	
PW5275-05	STREET CLEANING RECORDS	Reports, logs, or similar records documenting street cleaning operations.	1 year.	

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5275-06	STREET NAME AND HOUSE NUMBER FILES	Records relating to street dedications, street closings, the assignment and alteration of street names and house numbers, and similar records that provide official control of the naming and numbering of streets and roads.	PERMANENT.	
PW5275-07	ROAD AND STREET MAINTENANCE RECORDS	Reports, logs, or similar records, compiled on a daily, weekly, and/or monthly basis documenting repair and maintenance work on the following:		
PW5275-07a	ROAD AND STREET MAINTENANCE RECORDS	Roads, streets, street lights, sidewalks, rights-of-way, etc.	3 years.	
PW5275-07b	ROAD AND STREET MAINTENANCE RECORDS	Bridges and overpasses.	Life of structure.	
PW5275-08	ROAD AND STREET MASTER RECORD	Master record in some form of every road and street providing a description, history, and classification of each.	PERMANENT.	By law - Civil Statutes, art. 6812b(3) for county engineers in counties with a population of 198,000 to 400,000; Civil Statutes, art. 6812b-1(2) for county engineers in counties with a population of 160,000 to 185,000; and by authority of this schedule for municipalities and all other counties.
*PW5275-09	ROAD MASTER PLANS	Planning survey of all existing roads and projected improvements and additions to county road systems developed by county engineers in certain counties.	PERMANENT.	By law - Civil Statutes, art. 6812b(7) for county engineers in counties with a population of 198,000 to 400,000 and Civil Statutes, art. 6812b-1(4) for county engineers in counties with a population of 160,000 to 185,000; and by authority of this schedule for municipalities and all other counties.
*PW5275-10	TREE AND PLANT FILES	Records relating to the planting, trimming, inspection, and removal of trees and shrubs along public streets, roads, and sidewalks.	3 years.	

SECTION 4-2: TRAFFIC ENGINEERING RECORDS

Retention Note: This part supplements and should be used in conjunction with Part 3 of Local Schedule GR (Records Common to All Governments).

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5300-01	ACCIDENT REPORTS	Reports, usually supplied by the police department, of traffic accidents used to monitor, redevelop, or redesign streets, intersections, speed limits, signal timing, directional flow patterns, etc.	AV.	
PW5300-02	SPECIAL EVENTS FILES	Reports, notifications, planning documents, and similar records used in the preparation for special events such as parades, motorcades, demonstrations, or situations resulting in unusually heavy traffic or street use requiring street closures, traffic rerouting, barricades, signal timing changes, etc.	2 years.	
*PW5300-03	TRAFFIC COUNT REPORTS	Reports of traffic passage on streets, roads, bridges, intersections, etc. or use of local government-owned parking lots or structures.	10 years.	Retention Note: If Traffic Count Report is used for special planning studies or reports, see item number PW5200-01a.
PW5300-04	TRAFFIC DEVICE INSTALLATION AND MAINTENANCE RECORDS	Reports, logs, or similar records documenting the following:		
PW5300-04a	TRAFFIC DEVICE INSTALLATION AND MAINTENANCE RECORDS	Installation, inspection, testing, maintenance, repair, or replacement of traffic signs, signals, and signal boxes.	5 years.	
PW5300-04b	TRAFFIC DEVICE INSTALLATION AND MAINTENANCE RECORDS	Painting, inspection, or repainting of pavement and curb markings.	2 years.	
PW5300-05	TRAFFIC PERMITS	Applications for and copies of permits for special parking, house moving, over-dimensional movements, and similar permits and permissions issued by or that concern traffic engineering departments.	Expiration, cancellation, revocation, or denial of the permit + 2 years.	
PW5300-06	TRAFFIC SIGNAL RECORDS	Drawings, wiring diagrams, code and circuit numbers, and similar data on traffic signal components.	Life of signal component.	

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5300-07	TRAFFIC SIGNS AND SIGNALS INVENTORY RECORDS	Registers, index cards, or similar records providing an inventory of all installed traffic signs and signals showing type of equipment or sign, location, date of installation, and similar data.		
PW5300-07a	TRAFFIC SIGNS AND SIGNALS INVENTORY RECORDS	If a complete inventory is periodically revised and reprinted.	Until Superseded + 1 year.	
PW5300-07b	TRAFFIC SIGNS AND SIGNALS INVENTORY RECORDS	If an inventory is maintained on cards, databases, or similar medium that permits purging.	PERMANENT, but purge records relating to junked signs and signals.	

SECTION 4-3: PARKING CONTROL RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5325-01	PARKING DEVICE INSPECTION RECORDS	Reports, logs, or similar records on the inspection, testing, maintenance, and repair of meters, toll gates, or other parking control devices.	2 years.	
PW5325-02	PARKING DEVICE INVENTORY RECORDS	Registers, index cards, or similar records providing an inventory of meters, toll gates, or other parking control devices showing location, type of equipment, date of installation, and similar data.		
PW5325-02a	PARKING DEVICE INVENTORY RECORDS	If a complete inventory is periodically revised and reprinted.	Until Superseded + 1 year.	
PW5325-02b	PARKING DEVICE INVENTORY RECORDS	If an inventory is maintained on cards, databases, or similar medium that permits purging.	PERMANENT, but purge records relating to junked signs.	

SECTION 4-4: TRANSIT SYSTEM RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5350-01	OPERATIONS REPORTS	Periodic reports on usage of rapid transit services.		
PW5350-01a	OPERATIONS REPORTS	Annual reports.	PERMANENT.	
PW5350-01b	OPERATIONS REPORTS	Monthly reports.	3 years.	
PW5350-01c	OPERATIONS REPORTS	Daily or weekly reports.	1 year.	
PW5350-02	VEHICLE HISTORY AND MAINTENANCE RECORDS			
PW5350-02a	VEHICLE HISTORY AND MAINTENANCE RECORDS	Master record on each transit vehicle containing the following: complete description including identification and license numbers; title and registration papers; annual beginning and ending odometer readings; total annual fuel, maintenance, labor, and parts costs; and complete maintenance and inspection history (in summary form showing date and nature of inspection, service, and repair).	Life of asset.	<p>Retention Notes: a) This schedule does not require the creation of a vehicle master record of the type described, but if a vehicle master record is not maintained, records containing the prescribed information must be retained for the life of the vehicle. For example, if work orders in PW5350b are the only record maintained of repairs to transit vehicles, they must be retained for the life of the vehicle.</p> <p>b) If a transit vehicle is salvaged as the result of an accident, the vehicle master record or, if one is not created, documents providing the types of information prescribed, must be retained for LA + 3 years.</p> <p>c) If a transit vehicle is sold or given to another transit authority or department for use as a transit vehicle, the vehicle master record may be transferred with the vehicle.</p>
PW5350-02b	VEHICLE HISTORY AND MAINTENANCE RECORDS	Service requests/work orders.	3 years.	
PW5350-02c	VEHICLE HISTORY AND MAINTENANCE RECORDS	Daily or other periodic activity reports on fuel and oil consumption, odometer readings, etc. from which data is derived for operating cost reports and the vehicle master record.	3 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5350-02d	VEHICLE HISTORY AND MAINTENANCE RECORDS	Daily or other periodic inspection reports of vehicles.	3 years.	
PW5350-02e	VEHICLE HISTORY AND MAINTENANCE RECORDS	Specifications, circuit diagrams, and similar documents relating to vehicles and their related apparatuses.	Life of asset.	

SECTION 4-5: AIRPORT RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5375-01	AIRFIELD INCIDENT FILES	Records of accidents or incidents occurring on the movement areas and involving air carrier aircraft and/or ground vehicles.	5 years.	Retention Note: Review before disposal; some documentation of this type may merit PERMANENT or long-term retention for historical or legal reasons.
PW5375-02	AIRSIDE REPORT/AIRFIELD LOG	Materials documenting the activity of a work shift including conditions or events that would adversely affect airport operations.	2 years.	Retention Note: Review before disposal; some documentation of this type may merit PERMANENT or long-term retention for historical or legal reasons.
PW5375-03	CARRIER RECORDS	Informational materials such as copies of airline schedules, brochures, advertising materials, and correspondence from the U. S. Department of Transportation approving carrier routes.	AV.	
PW5375-04	CERTIFICATION MANUAL	Manual specifying procedures, facilities and equipment descriptions, responsibility assignments, and any other information needed by personnel concerned with operating the airport in order to comply with Federal Aviation Authority (FAA) standards for airport operations.	Until superseded.	By regulation - 14 CFR 139.207(b). Retention Note: Review before disposal; some documentation of this type may merit PERMANENT or long-term retention for historical or legal reasons.
PW5375-05	COMMUNICATION TAPES	Daily recording of all phone lines and radios.	30 days.	
*PW5375-06	EMERGENCY PLANNING RECORDS	Procedures, instructions, and other records maintained to minimize the possibility and extent of personal injury and property damage on the airport in an emergency.	Until superseded + 2 years.	By regulation - 14 CFR 139.325(g)(4).
PW5375-07	FOREIGN TRADE ZONE (FTZ) RECORDS			

Record Number	Record Title	Record Description	Retention Period	Remarks
*PW5375-07a	FOREIGN TRADE ZONE (FTZ) RECORDS	FTZ company operation records.	5 years after deactivation from FTZ.	By regulation – 19 CFR 146.4(d).
PW5375-07b	FOREIGN TRADE ZONE (FTZ) RECORDS	FTZ tenants.	Until superseded.	
PW5375-08	MAINTENANCE AND INSPECTION RECORDS			
PW5375-08a	MAINTENANCE AND INSPECTION RECORDS	Non-federal navigation facility reports - Record of meter readings and adjustments, facility maintenance log, radio equipment operation record, ground check error data, facility equipment performance and adjustment data, technical performance report, and similar documentation relating to local government-owned and operated navigational facilities such as VOR facilities, nondirectional radio beacons, instrument landing systems, simplified directional facilities, distance measuring equipment, VHF marker beacons, interim standard microwave landing systems, and microwave landing systems.	PERMANENT.	By regulation - 14 CFR 171.13(a-e), 171.33(a-c), 171.53(a-c), 171.117(a-c), 171.163(a-c), 171.213(a-c), 171.275(a-c), and 171.327(a-c).
PW5375-08b	MAINTENANCE AND INSPECTION RECORDS	Runway maintenance records - Logs, reports, and similar records relating to the inspection, maintenance, and repair of runways, runway lights, beacons, and other such ground or device maintenance records directly related to the landing and taking off of aircraft, <i>except</i> those included in directional facility records.	10 years.	
*PW5375-08c	MAINTENANCE AND INSPECTION RECORDS	Safety self-inspections - Daily, or as otherwise required by the airport certification manual or airport certification specifications, reports of safety self-inspections of airport conditions in specific locations showing the conditions found and all corrective actions taken.	1 year.	By regulation - 14 CFR 139.327(c).
PW5375-08d	MAINTENANCE AND INSPECTION RECORDS	Tenant inspections - Materials documenting inspections of the physical facilities of each airport tenant fueling agent.	1 year.	By regulation - 14 CFR 139.321(d).
PW5375-08e	MAINTENANCE AND INSPECTION RECORDS	Other inspections.	3 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5375-09	NOTICES TO AIRMEN	Reports officially notifying the public, FAA, and airlines that a problem exists with the airport facility.	2 years after notice is canceled.	
PW5375-10	OPERATIONAL PERMITS AND CERTIFICATIONS			
PW5375-10a	OPERATIONAL PERMITS AND CERTIFICATIONS	Permits and certifications from the FAA or other state and federal agencies and any reports, correspondence, or other documentation bearing directly on the application for, the issuance of, or the renewal of the permit or certification.	5 years after final expiration, cancellation, revocation, or denial of the permit or certification.	
PW5375-10b	OPERATIONAL PERMITS AND CERTIFICATIONS	Records concerning any exemptions granted or deviations required by an emergency.	5 years after deviation or expiration of exemption.	
PW5375-11	OPERATIONS REPORTS	Periodic reports or logs of airport operations, services, and activities, and statistical summaries of such reports.		
PW5375-11a	OPERATIONS REPORTS	Daily reports or logs and weekly and/or monthly statistical summaries of such reports.	3 years.	
PW5375-11b	OPERATIONS REPORTS	Annual reports.	PERMANENT.	
PW5375-12	REPORTS TO REGULATORY AGENCIES	Reports on any aspect of airport operations to the Federal Aviation Administration (FAA) or to other state or federal agencies as required by law, regulation, or agency order.		
PW5375-12a	REPORTS TO REGULATORY AGENCIES	Annual reports.	PERMANENT.	
PW5375-12b	REPORTS TO REGULATORY AGENCIES	Special reports that are not recapitulated in annual reports.	PERMANENT.	
PW5375-12c	REPORTS TO REGULATORY AGENCIES	Interim or periodic reports on a less than annual basis that are recapitulated in an annual report or in a special report under PW5375-12b.	5 years.	

PART 5: SOIL AND WATER CONSERVATION RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5400-01	ALLOCATIONS OF FUNDS, REQUESTS AND CLAIMS FOR	Copies of requests and claims for allocations submitted to the Texas State Soil and Water Conservation Board.	FE + 3 years.	
PW5400-02	VARIANCE OF LAND USE REGULATIONS, PETITIONS FOR			
PW5400-02a	VARIANCE OF LAND USE REGULATIONS, PETITIONS FOR	Granted petitions.	As long as variance in effect + 2 years.	
PW5400-02b	VARIANCE OF LAND USE REGULATIONS, PETITIONS FOR	Denied petitions.	2 years.	
PW5400-03	WATER QUALITY MANAGEMENT PLANS	Water quality management and implementation plans developed by soil and water conservation plans for landowners to prevent and abate pollution, including any associated corrective action plans, notifications of withdrawal of certification, and maintenance agreements.	Life of plan + 2 years.	

PART 6: RECORDS OF AGRICULTURE EXTENSION AGENTS

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5425-01	CLIENT FILES	Original records documenting the work of agriculture extension agents with their clients and copies of documents that by law, regulation, or administrative policy of the Agriculture Extension Service at Texas A&M University or other authorizing agency are retained by the agent after filing originals with the service or other agency.	3 years.	

PART 7: ENVIRONMENTAL HAZARDS RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5450-01	ASBESTOS MANAGEMENT RECORDS			
PW5450-01a	ASBESTOS MANAGEMENT RECORDS	Records documenting asbestos abatement projects in public buildings.	30 years from the date of project completion.	By regulation - 25 TAC 295.62(a).
PW5450-01b	ASBESTOS MANAGEMENT RECORDS	Records of asbestos inspections.	5 years.	
PW5450-02	ENVIRONMENTAL PROTECTION AND NATURAL RESOURCES MANAGEMENT PLANS	Planning reports, background materials, and supporting documentation used to provide for the protection of the environment.	PERMANENT.	
PW5450-03	ENVIRONMENTAL QUALITY REVIEW RECORDS	Environmental impact statements and related reports, including background materials and supporting documentation used in preparing statements and reports.	PERMANENT.	
PW5450-04	PEST CONTROL RECORDS			
*PW5450-04a	PEST CONTROL RECORDS	Records of pesticide applications, inspections and sampling notifications, and other documentation required by pesticide regulations.	2 years.	By law - Agriculture Code, Section 76.114(c) and by regulation - 4 TAC 7.33(a) and 4 TAC 7.144(a).
*PW5450-04b	PEST CONTROL RECORDS	Records of aerial application of insecticides and of seasonal employees hired for mosquito control programs.	5 years.	By regulation – 25 TAC 267.11.
*PW5450-04c	PEST CONTROL RECORDS	Records of distribution of restricted-use pesticides, state limited-use pesticides, or regulated herbicides.	2 years.	By law – Agriculture Code, Section 76.075 and by regulation – 4 TAC 7.32(a).

Record Number	Record Title	Record Description	Retention Period	Remarks
*PW5450-04d	PEST CONTROL RECORDS	Records relating to local aquatic vegetation management plan authorized by Parks and Wildlife Code, §11.083, including all local plan submissions and approvals, all treatment proposals submitted to Texas Parks and Wildlife Department (TPWD), all notices received and provided, all control measures taken by the governing entity (including records of date, place, location, type, and amount of all aquatic herbicide applications), and any other information relevant to a particular individual request for shoreline treatment.	5 years.	By regulation – 31 TAC 57.936.
PW5450-05	STORAGE TANK (IMMOVABLE) SYSTEM RECORDS	Documentation of compliance with regulations for underground tank systems storing hazardous substances and petroleum substances, and immovable aboveground tanks storing petroleum products. (See item number PW5450-06 for records of movable aboveground storage tanks.)		
PW5450-05a	STORAGE TANK (IMMOVABLE) SYSTEM RECORDS	Original and amended tank registration documents, original and amended certifications for storage tank system installations and financial responsibility, and notifications to storage tank purchaser.	Operational life of the storage tank system.	By regulation - 30 TAC 334.130(b)(1)(A) and 334.10(b)(2)(A).
PW5450-05b	STORAGE TANK (IMMOVABLE) SYSTEM RECORDS	Records of requests for approval of variances or alternative procedures, and documentation of approval of such requests.	Operational life of the storage tank system.	By regulation: 30 TAC 334.43(e).
PW5450-05c	STORAGE TANK (IMMOVABLE) SYSTEM RECORDS	<p>Installation records.</p> <p>(1) General information relating to the installation of new storage tank systems and as-built drawings or plans depicting the sizes, dimensions, and locations of site features, system components, etc.</p> <p>(2) Equipment tests including the air tests and the tightness tests conducted on the tanks and piping at the time of installation.</p>	<p>Operational life of the storage tank system.</p> <p>5 years.</p>	<p>By regulation - 30 TAC 334.46(i)(2).</p> <p>By regulation - 30 TAC 334.46(i)(3).</p>

Record Number	Record Title	Record Description	Retention Period	Remarks
*PW5450-05d	STORAGE TANK (IMMOVABLE) SYSTEM RECORDS	<p>Records for upgrading existing storage tank systems.</p> <p>(1) General information related to the tank integrity assessment and cathodic protection requirements and as-built drawings or plans depicting the sizes, dimensions, and locations of any system components or equipment added.</p> <p>(2) Results of equipment tests and tank integrity tests required when upgrading existing storage tank systems including internal inspections, tank and piping tightness tests, and site assessments.</p>	<p>Operational life of the storage tank system.</p> <p>5 years.</p>	<p>By regulation - 30 TAC 334.47(e)(2).</p> <p>By regulation - 30 TAC 334.47(e)(3).</p>
PW5450-05e	STORAGE TANK (IMMOVABLE) SYSTEM RECORDS	<p>Operation and maintenance records of storage tank systems including records related to inspection, servicing, testing, and inventory control.</p>	<p>5 years.</p>	<p>By regulation - 30 TAC 334.48(g).</p>
PW5450-05f	STORAGE TANK (IMMOVABLE) SYSTEM RECORDS	<p>Corrosion protection records.</p> <p>(1) Installation records relating to the corrosion protection system including information on the system designer, drawings or plans depicting the locations of all system components, operating instructions and warranty information, maintenance schedules, and testing procedures.</p> <p>(2) Results of tests and inspections of corrosion protection systems and components.</p>	<p>As long as the corrosion protection system is used.</p> <p>5 years.</p>	<p>By regulation - 30 TAC 334.49(e)(2)(A).</p> <p>By regulation - 30 TAC 334.49(e)(2)(B).</p>

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5450-05g	STORAGE TANK (IMMOVABLE) SYSTEM RECORDS	<p>Release detection records.</p> <p>(1) Installation records related to the release detection system; all written performance claims pertaining to the system used and documentation of how those claims have been justified or tested by the equipment manufacturer or installer; and any schedules of required calibration and maintenance provided by the release detection equipment manufacturer.</p> <p>(2) Results of sampling, testing, or monitoring of releases (including tank tightness tests); records and calculations related to inventory control reconciliation; and documentation of service, calibration, maintenance, and repair of release detection equipment.</p>	<p>As long as the release detection system is used.</p> <p>5 years.</p>	<p>By regulation - 30 TAC 334.50(e)(2)(A), (B), and (E).</p> <p>By regulation - 30 TAC 334.50(e)(2)(C), (D), and (E).</p>
PW5450-05h	STORAGE TANK (IMMOVABLE) SYSTEM RECORDS	<p>Spill and overfill control records.</p> <p>(1) Installation records of spill and overfill prevention equipment.</p> <p>(2) Records of servicing, calibration, maintenance, and repair of spill and overfill equipment.</p> <p>(3) Transfer or inventory records documenting the basis for claiming an exemption from the spill and overfill equipment requirements, if applicable.</p>	<p>As long as the spill and overfill prevention equipment is used.</p> <p>5 years.</p> <p>5 years.</p>	<p>By regulation - 30 TAC 334.51(c)(2)(A).</p> <p>By regulation - 30 TAC 334.51(c)(2)(B).</p> <p>By regulation - 30 TAC 334.51(c)(3).</p>

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5450-05i	STORAGE TANK (IMMOVABLE) SYSTEM RECORDS	Records for repairs and relining. (1) General information related to the repair or relining of a storage tank including materials specifications, warranty information, recommended test procedures, and inspection and maintenance schedules applicable to the relining of a storage tank. (2) Results of inspections, tests, and maintenance activities.	Operational life of the storage tank system. 5 years.	By regulation - 30 TAC 334.52(d)(2)(A) and (C). By regulation - 30 TAC 334.52(d)(2)(B).
PW5450-05j	STORAGE TANK (IMMOVABLE) SYSTEM RECORDS	Records of the installation of a used tank including inspection and tank tightness test results required for the reuse of used tank.	As long as the tank remains in operation.	By regulation - 30 TAC 334.53(c).
PW5450-05k	STORAGE TANK (IMMOVABLE) SYSTEM RECORDS	Documentation of compliance with requirements for the temporary removal from service of a storage tank.	5 years.	By regulation - 30 TAC 334.54(e)(4)(B).
PW5450-05l	STORAGE TANK (IMMOVABLE) SYSTEM RECORDS	Documentation of compliance with requirements for the permanent removal from service of a storage tank.	As long as any underground storage tank remains in service at the facility or 5 years after the storage tank system is permanently removed from service, whichever longer.	By regulation - 30 TAC 334.54(e)(4)(B).
PW5450-06	STORAGE TANK (MOVABLE) SYSTEM RECORDS	Records of movable aboveground storage tanks that are regularly used to store petroleum products (e.g., skid tanks), are intended to be moved from one location to another on a regular basis, and are not permanently part of any particular facility.	5 years.	By regulation - 30 TAC 334.127(f)(2).
PW5450-07	WASTE GENERATORS, RECORDS OF			

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5450-07a	WASTE GENERATORS, RECORDS OF	Authorized discharges to surface waters - Records documenting permit requirements for monitoring and processing the surface discharge of wastewater generated from treatment of water contaminated by petroleum substances, and discharges to surface waters from locally-owned or operated activities including ready-mixed concrete plants and concrete products plants and their associated facilities, sand and gravel mining and processing facilities, motor vehicle cleaning facilities, and petroleum bulk stations and terminals.	3 years.	
PW5450-07b	WASTE GENERATORS, RECORDS OF	<p>Hazardous waste - Operation records of generators of hazardous waste regarding the quantities generated and shipped off-site for storage. For retention requirements of records for local government-owned facilities that store, process, or dispose of hazardous waste, see Part 3 of Local Schedule UT (Records of Utility Services).</p> <p>(1) Records of any test results, waste analyses, or other methods used to determine if waste is hazardous.</p> <p>(2) Manifests and shipping papers, such as monthly shipment summaries and exception reports, retained by generators of hazardous waste.</p> <p>(3) Annual summary reports submitted by the generator to the Texas Commission on Environmental Quality.</p>	<p>3 years after the waste was last sent to an on-site or off-site storage, processing, or disposal facility.</p> <p>3 years.</p> <p>3 years.</p>	<p>Retention Note: The retention period for the following records maintained by generators of hazardous waste is extended automatically during the course of any unresolved enforcement action regarding the regulated activity.</p> <p>By regulation - 30 TAC 335.70(a).</p> <p>By regulation - 30 TAC 335.13(d), (i), and (k).</p> <p>By regulation - 30 TAC 335.70(b) and (c).</p>

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5450-07c	WASTE GENERATORS, RECORDS OF	Spill prevention and control. (1) Notifications of all discharges or spills required to be reported by regulations of the Texas Commission on Environmental Quality such as any quantity of oil, hazardous substances, or other substances, discharged or spilled into or which may enter water in the state if not immediately contained, controlled, or removed; any discharge or spill during transportation; any discharge or spill which presents an imminent and substantial endangerment to public health or public safety; etc. (2) Records of all discharges or spills and historical contamination, not subject to notification requirements, and maintained by facilities registered with the Texas Commission on Environmental Quality as a solid waste generator.	3 years. 3 years.	
PW5450-07d	WASTE GENERATORS, RECORDS OF	Used oil filters - Shipping documentation retained by generators of used oil filters.	3 years.	
PW5450-07e	WASTE GENERATORS, RECORDS OF	Whole used or scrap tires - Manifests, work orders, invoices, daily logs, or other documentation used to support activities related to the accumulation, handling, and shipment of whole used or scrap tires.	3 years.	By regulation - 30 TAC 330.828(e).

PART 8: WEIGHTS AND MEASURES RECORDS

Retention Note: The retention periods in this part apply to the records of county public weighers and county or municipal sealers of weights and measures. This part should not be used by state public weighers or state sealers of weights and measures.

Record Number	Record Title	Record Description	Retention Period	Remarks
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Record Number	Record Title	Record Description	Retention Period	Remarks
PW5475-01	RECORD OF WEIGHTS	Copies of certificates of weight or measure issued by a public weigher.	3 years.	
PW5475-02	WEIGHTS AND MEASURES INSPECTION RECORDS			
PW5475-02a	WEIGHTS AND MEASURES INSPECTION RECORDS	Record, maintained in a bound volume or on separate forms, of each inspection, measurement, and test made by a sealer of weights and measures.	3 years.	
PW5475-02b	WEIGHTS AND MEASURES INSPECTION RECORDS	Copies of reports to the Texas Department of Agriculture on violations of state weights and measures laws.	1 year.	

PART 9: LIBRARY AND MUSEUM RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5500-01	ACCESSION/DEACCESSION RECORDS	Records used to update library catalogs or inventory records of the accession through purchase or gift or the deaccession through loss or withdrawal of library and museum materials.	AV.	Retention Note: This record series does not include the record copy of purchase requisitions or orders or accounts payable documentation. See item numbers GR1025-26 and GR1075-03 in Local Schedule GR.
PW5500-02	BORROWER REGISTRATION RECORDS	Records documenting the registration of borrowers.	AV.	
PW5500-03	CIRCULATION RECORDS	Records documenting the circulation of library materials to individual borrowers.	AV.	

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5500-04	INTERLIBRARY LOAN RECORDS	Records relating to the lending and borrowing of library materials through interlibrary loan.	AV.	Retention Note: It is an exception to the retention period for this item that if interlibrary loan services are funded by indirect grants from the U.S. Department of Education, the record copy of documents evidencing interlibrary loan activity must be retained for FE + 5 years. See introductory retention note concerning grant records in Part 2 of Local Schedule GR (Records Common to All Local Governments).
PW5500-05	INVENTORY RECORDS	Shelf lists or equivalent records showing current library and museum holdings.	Until superseded.	
PW5500-06	LIBRARY CATALOGS		Until superseded.	

PART 10: PARKS AND RECREATION RECORDS

Retention Note: This part concerns records associated with the use of parks; playgrounds; community centers; swimming pools; theaters; concert halls; golf courses; zoos; civic auditoriums; and other sports, recreational, and cultural facilities owned and operated by a local government.

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5525-01	ATTENDANCE REPORTS	Reports, statistical compilations, and similar records of attendance at and the use of parks and recreational facilities.		
PW5525-01a	ATTENDANCE REPORTS	Annual reports.	PERMANENT.	
PW5525-01b	ATTENDANCE REPORTS	Monthly reports.	3 years.	
PW5525-01c	ATTENDANCE REPORTS	Daily or weekly reports.	1 year.	
PW5525-02	HORTICULTURAL FILES	Inventories, maps, and similar records relating to the botanical description and location of all plants, trees, and shrubs in local government parks, botanical gardens, arboretums, zoos, etc.	AV.	Retention Note: Review before disposal; some records in this group may merit PERMANENT retention for historical reasons.

Record Number	Record Title	Record Description	Retention Period	Remarks
*PW5525-03	PROGRAM FILES	Records relating to sports, recreational, or cultural activities and programs sponsored by a local government, including activity schedules, programs, rosters, status sheets, scorebooks, rules and regulations, activity planning records, and all other similar records not noted elsewhere in this part.	2 years.	Retention Note: Review before disposal; some records in this group may merit PERMANENT retention for historical reasons.
PW5525-04	RESERVATION AND REGISTRATION RECORDS			
PW5525-04a	RESERVATION AND REGISTRATION RECORDS	Logs or similar records documenting the reservation of park and recreational facilities.	2 years.	
PW5525-04b	RESERVATION AND REGISTRATION RECORDS	Applications for reserved use of park and recreational facilities not requiring a permit under local ordinance or policy.	2 years.	Retention Note: For reserved or special use of park or recreational facilities requiring a permit under local ordinance or policy see item number GR1000-36 in Local Schedule GR.
*PW5525-04c	RESERVATION AND REGISTRATION RECORDS	Waivers of liability/parental consents.	3 years from cessation of activity for which the waiver was signed.	Retention Note: If an accident occurs to any person covered by a signed waiver of liability, it must be retained for the same period as accident reports. See item number GR1000-20 in Local Schedule GR.
PW5525-05	SWIMMING POOL REPORTS	Swimming pool water quality test and analysis reports.	3 years.	
PW5525-06	VISITOR LOGS	Guest books, registers, logs, or similar records of visitors to museums, historical sites, and other facilities owned or operated by a local government.	2 years.	

PART 11: ZOO RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5550-01	PERMITS AND LICENSES	Permits and licenses required by law or regulation from the U. S. Department of Agriculture, the Fish and Wildlife Service of the U. S. Department of Interior, or other federal or state agencies.	Expiration or termination + 3 years.	
PW5550-02	MIGRATORY BIRD RECORDS	Records showing the species and number of migratory birds acquired, possessed and disposed of; the names and addresses of persons from whom the birds were acquired and to whom such birds were donated or sold, and the dates of the transaction.	CE + 5 years.	By regulation - 50 CFR 21.12(b).
PW5550-03	WILDLIFE RECORDS	Records relating to zoo wildlife, except migratory birds (see item number PW5500-02).		
PW5550-03a	WILDLIFE RECORDS	Records relating to the taking, possession, transportation, sale, purchase, barter, exportation, or importation of wildlife under permit issued by the Fish and Wildlife Service of the U. S. Department of Interior.	Expiration of permit + 5 years.	By regulation - 50 CFR 13.46.
PW5550-03b	WILDLIFE RECORDS	Records relating to the euthanization or disposal of dead zoo animals except as noted in PW5550-03c.	1 year.	By regulation - 9 CFR 2.80(a).
PW5550-03c	WILDLIFE RECORDS	Necropsy reports on dead marine mammals.	3 years.	By regulation - 9 CFR 3.110(g).
PW5550-03d	WILDLIFE RECORDS	Water quality test reports for marine mammal facilities.	1 year.	By regulation - 9 CFR 3.106(a)(3).

PART 12: PUBLIC BROADCASTING RECORDS

Retention Notes: a) The retention periods in this part are for the records of noncommercial AM or FM radio and television broadcasting stations owned and operated by a local government.

b) Throughout this part the Federal Communication Commission is referred to as the FCC.

c) It is an exception to the retention periods given in this part, that records having a substantial bearing on a matter which is the subject of a claim against the licensee, or relating to an FCC investigation or a complaint to the FCC of which the licensee has been advised, shall be retained until the

licensee is notified in writing that the records may be discarded, or, if the matter is a private one, the claim has been satisfied or is barred by statutes of limitation. In addition, it is an exception to the retention period for item number PW5575-08 that logs involving communications incident to a disaster or which include communications incident to or involved in an investigation by the FCC and about which the licensee has been notified, shall be retained by the licensee until specifically authorized in writing by the FCC to destroy them.

Record Number	Record Title	Record Description	Retention Period	Remarks
*PW5575-01	APPLICATIONS AND RELATED MATERIALS	A copy of any application tendered for filing with the FCC, together with all related material, including supporting documentation of any points claimed in the application pursuant to Sec. 73.7003, and copies of FCC decisions pertaining thereto. If petitions to deny are filed against the application and have been served on the applicant, a statement that such a petition has been filed shall be maintained in the file together with the name and address of the party filing the petition.	Applications shall be retained until final action has been taken on the application, except that applications for a new construction permit granted pursuant to a waiver showing and applications for assignment or transfer of license granted pursuant to a waiver showing shall be retained for as long as the waiver is in effect. In addition, license renewal applications granted on a short-term basis shall be retained until final action has been taken on the license renewal application filed immediately following the shortened license term.	By regulation - 47 CFR 73.3527(e)(2).

Record Number	Record Title	Record Description	Retention Period	Remarks
*PW5575-02	ISSUES/PROGRAMS LISTS	For nonexempt noncommercial educational broadcast stations, every three months a list of programs that have provided the station's most significant treatment of community issues during the preceding three month period. The list shall include a brief narrative describing what issues were given significant treatment and the programming that provided this treatment. The description of the programs shall include, but shall not be limited to, the time, date, duration, and title of each program in which the issue was treated.	Until final action has been taken on the station's next license renewal application.	By regulation - 47 CFR 73.3527(e)(8)(f).
PW5575-03	CONSTRUCTION PERMIT RECORDS	Records relating to applications for the construction of new stations in the noncommercial educational broadcast services, including copies of applications and all exhibits, letters, and other documents tendered with or incorporated by reference in the application; all correspondence between the applicant and the FCC; any initial and final decisions in any hearings on the application; copies of any petitions filed to deny the application; and documentation relating to any requests for an extension of time to complete construction.		
PW5575-03a	CONSTRUCTION PERMIT RECORDS	If permit is granted.	Until the expiration of the first licensing term (5 years for television licensees and 7 years for radio licensees) or until the grant of the first renewal application of the license in question, whichever later.	By regulation - 47 CFR 73.3527(e)(2).
PW5575-03b	CONSTRUCTION PERMIT RECORDS	If permit is denied.	Until denial of permit by the FCC or, if appealed to a court, until decision of FCC upheld.	

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5575-04	DONOR LISTS	Lists of donors supporting specific programs broadcast by the station.	2 years.	By regulation - 47 CFR 73.3527(e)(9).
*PW5575-05	EQUAL EMPLOYMENT OPPORTUNITY FILE	Copies of annual employment reports filed with the FCC, including all exhibits, letters, and other documents filed with or incorporated by reference in the report.	Until final action has been taken on the station's next license renewal application.	By regulation - 47 CFR 73.3527(e)(6).
PW5575-06	OPERATIONAL LICENSES AND PERMITS	Station operation and broadcasting licenses and permits from the FCC, <i>except</i> those noted elsewhere in this part.	Expiration or cancellation of license or permit + 3 years.	
PW5575-07	POLITICAL FILES	Record of requests made by or on behalf of political candidates for broadcast time, including a schedule of time purchased or provided free, when spots actually aired, the rates charged (if any), and the classes of time purchased (if any).	2 years.	By regulation - 47 CFR 73.1943(c).
PW5575-08	STATION LOGS	Logs containing technical data on the operation of the station as required by regulations of the FCC (47 CFR 73.1800 and 73.1820).	2 years, but see retention note.	By regulation - 47 CFR 73.1840(a). Retention Note: It is an exception to the retention period indicated that logs involving communications incident to a disaster or which include communications incident to or involved in an investigation by the FCC and about which the licensee has been notified, shall be retained by the licensee until specifically authorized in writing by the FCC to destroy them. In addition, logs incident to or involved in any claim or complaint of which the licensee has notice shall be retained by the licensee until such claim or complaint has been fully satisfied or until the same has been barred by statute limiting the time for filing of suits upon such claims.

PART 13: SOCIAL SERVICES RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5600-01	AGING AND DISABLED, RECORDS OF SERVICES FOR THE	Records of local government services for the elderly and disabled, funded through grants from the Texas Department of Aging and Disability Services.		
*PW5600-01a	AGING AND DISABLED, RECORDS OF SERVICES FOR THE	Financial records, supporting documents, statistical records, and other records relating to the performance of local governments designated to receive grants as area agencies on aging or local governments subcontracting for services to older persons such as transportation, homemaker services, multipurpose senior centers, information and referral, nutrition services, etc.	5 years following the end of the federal fiscal year to which the record pertains and until any pending litigation, claim, or audit findings, issuance or proposed disallowed costs or other disputes have been resolved.	
PW5600-01b	AGING AND DISABLED, RECORDS OF SERVICES FOR THE	Records relating to all complaints filed concerning a grantee agency.	5 years after the end of grantee's fiscal year and until any pending litigation, claim or audit findings, issuance of proposed disallowed costs, or other disputes have been resolved.	By regulation - 40 TAC 81.21(d).
PW5600-01c	AGING AND DISABLED, RECORDS OF SERVICES FOR THE	Training records certifying completion of an approved National Safety Council Defensive Driving Course for vehicle operators providing transportation services authorized under Title III of the Older Americans Act.	Until superseded.	Retention Note: Current certification must be retained to verify that training has been received.

Record Number	Record Title	Record Description	Retention Period	Remarks
*PW5600-01d	AGING AND DISABLED, RECORDS OF SERVICES FOR THE	Administrative, fiscal, personnel, and client case records documenting case management services and nursing facilities.	3 years and 90 days after termination of the contract or until any litigation, claim, or audit is resolved, whichever is longer.	By regulation- 40 TAC 69.158(a) and 40 TAC 19.1924(2) Retention Note: Any personnel or payroll records in this record group must be kept for the retention period indicated here or for the retention period for the record in Part 3 of Local Schedule GR (Records Common to All Local Governments), whichever longer.
*PW5600-01e	AGING AND DISABLED, RECORDS OF SERVICES FOR THE	Records relating to services performed by local authorities under the Texas Home Living Program.	6 years from the date the records were created; any audit exception or litigation involving the records is resolved; or the individual becomes 21 years of age.	By regulation - 40 TAC 9.574(a)(b).
*PW5600-01f	AGING AND DISABLED, RECORDS OF SERVICES FOR THE	Records relating to services performed by local authorities under the Intermediate Care Facilities/Mental Retardation (ICR/MR) Program.	5 years from the date the records were created; any audit exception or litigation involving the records is resolved; or the individual becomes 21 years of age.	By regulation - 40 TAC 9.213(b).
*PW5600-01g	AGING AND DISABLED, RECORDS OF SERVICES FOR THE	Clinical records relating to Nursing Facility Requirements for Licensure and Medicaid Certification.	5 years after medical services end; or for a minor, three years after a resident reaches legal age under Texas law.	By regulation - 40 TAC 19.1910(b).
*PW5600-01h	AGING AND DISABLED, RECORDS OF SERVICES FOR THE	Index of admissions and discharges.	PERMANENT.	By regulation - 40 TAC 19.1912(a).
PW5600-02	CHILD PROTECTIVE SERVICE RECORDS	Records of local government services to protect children from abuse and neglect.		

Record Number	Record Title	Record Description	Retention Period	Remarks
*PW5600-02a	CHILD PROTECTIVE SERVICE RECORDS	<p>Child placement services (24-hour care and adoption).</p> <p>(1) Case records of children placed in substitute care <i>except</i> for health records and documentation of the termination of parental rights.</p> <p>(2) For children placed in substitute care, health records that physicians advise will be of medical importance to the child and information concerning the termination of parental rights or the court order.</p> <p>(3) Case records of children placed in adoption.</p>	<p>Date minor reaches majority age + 5 years.</p> <p>PERMANENT.</p> <p>PERMANENT.</p>	
*PW5600-02b	CHILD PROTECTIVE SERVICE RECORDS	<p>Child welfare contracts - Fiscal documents maintained by a county to ensure that claims for federal matching funds for child welfare contracts with the Texas Department of Family and Protective Services (DFPS) meet applicable federal requirements.</p>	<p>3 years after the date final expenditure is submitted.</p>	<p>Retention Note: If audited during the three-year period, the county must keep the documents until any audit exceptions are reconciled.</p>

Record Number	Record Title	Record Description	Retention Period	Remarks
*PW5600-02c	CHILD PROTECTIVE SERVICE RECORDS	<p>Contracts with Texas Department of Family and Protective Services (DFPS) for services for runaways and at-risk youth.</p> <p>(1) Financial and supporting documents, statistical records, and any other records pertinent to the services for which a claim or cost report was submitted to the department or its agent.</p> <p>(2) Records of nonexpendable property acquired under the contract.</p>	<p>3 years and 90 days after the end of the contract period or 3 years after the end of the federal fiscal year in which services were provided (if a provider agreement/contract has no specific termination date in effect) or until all litigation, claims, or audit findings are resolved.</p> <p>3 years after the final disposition of the property.</p>	<p>By regulation - 40 TAC 732.262(b).</p> <p>Retention Note: Contract period means the beginning date through the ending date specified in the original agreement/contract; extensions are considered separate contract periods.</p> <p>By regulation - 40 TAC 732.262(b).</p>
*PW5600-02d	CHILD PROTECTIVE SERVICE RECORDS	Client files documenting protective services funded through contracts with the Texas Department of Family and Protective Services (DFPS).	5 years from the last date of services.	By regulation - 40 TAC 732.262(c) for medical records, and by authority of this schedule for documentation of other child welfare services.
*PW5600-03	PURCHASED SOCIAL SERVICES RECORDS	Documentation of social services funded through a contract with the Health and Human Services Commission except purchased health services listed in Local Schedule HR (Records of Public Health Agencies).		

Record Number	Record Title	Record Description	Retention Period	Remarks
*PW5600-03a	PURCHASED SOCIAL SERVICES RECORDS	Financial and supporting documents, statistical records, and any other records pertinent to the services for which a claim or cost report was submitted to the department or its agent.	3 years and 90 days after the end of the contract period or 3 years after the end of the federal fiscal year in which services were provided (if a provider agreement/contract has no specific termination date in effect) or until all litigation, claims, or audit findings are resolved.	Retention Note: Contract period means the beginning date through the ending date specified in the original agreement/contract; extensions are considered separate contract periods.
*PW5600-03b	PURCHASED SOCIAL SERVICES RECORDS	Records of nonexpendable property acquired under the contract.	3 years after the final disposition of the property.	
*PW5600-03c	PURCHASED SOCIAL SERVICES RECORDS	Social services client files.	5 years from the last date of services.	
PW5600-04	SOCIAL SERVICE CLIENT CASE FILES	Records of local government programs that provide social services such as emergency assistance, child care programs, services to the aged and disabled, housing and homelessness programs, etc., <i>except</i> for those programs funded by contracts with state agencies, as specified elsewhere in this section.		
PW5600-04a	SOCIAL SERVICE CLIENT CASE FILES	Denied applicant records including application, eligibility worksheet, note of eligibility decision, reason for denial, and explanation of appeal process.	3 years.	
PW5600-04b	SOCIAL SERVICE CLIENT CASE FILES	Eligible applicant records documenting services provided including application for services, eligibility verification, case assessment, referrals to community resources, etc.	5 years from last date of service.	
*PW5600-05	VOLUNTEER SERVICE FILES	Information about individual volunteers and duties they perform.	US or date of separation + 3 years.	

PART 14: VETERANS SERVICE OFFICER RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5625-01	CLIENT FILES	Original records documenting the work of veterans service officers with their clients and copies of documents that by law, regulation, or administrative policy of authorizing federal or state agencies are retained by the agent after filing originals with the agency.	3 years.	

PART 15: GAMING RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5650-01	BINGO APPLICATIONS AND LICENSES	Copies of applications to conduct bingo games and copies of bingo licenses.		
PW5650-01a	BINGO APPLICATIONS AND LICENSES	Applications.	1 year.	
PW5650-01b	BINGO APPLICATIONS AND LICENSES	Licenses and license renewals.	Until superseded, <i>but see retention note.</i>	Retention Note: If a bingo license is 2 years old and has not been superseded by a new license, it may be disposed of.
PW5650-02	REPORTS OF PROCEEDS	Reports of proceeds of bingo operators licensed to operate in counties and cities.		
PW5650-02a	REPORTS OF PROCEEDS	If the city or county has imposed a gross receipts tax on bingo proceeds.	FE + 3 years.	
PW5650-02b	REPORTS OF PROCEEDS	If the city or county has not imposed a gross receipts tax on bingo proceeds.	AV.	

PART 16: CEMETERY RECORDS

Retention Note: This part applies to the records of cemeteries operated by counties, cities, or any other local government.

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5675-01	CREMATION RECORDS	Records relating to the cremation of human remains in a cemetery crematorium showing name and age of deceased (if known), date of cremation, and disposition of cremated remains.	PERMANENT.	
PW5675-02	INTERMENT RECORDS	Records showing name and age of deceased (if known), date of interment, and type and location of interment.	PERMANENT.	
PW5675-03	DISINTERMENT RECORDS	Court or health department exhumation orders, copies of disinterment permits, reports concerning the disinterment and subsequent disposition of the exhumed remains, and similar records relating to the disinterment or exhumation of human remains.	PERMANENT.	
PW5675-04	CEMETERY MAPS AND PLATS	Maps, plats, or similar records showing the location of all graves and gravesites in the cemetery.	PERMANENT.	
PW5675-05	CEMETERY REGISTERS	Ledgers, registers, or similar records showing all cemetery lots by plat number with the name of the purchaser, purchase price, and date of purchase.	PERMANENT.	
PW5675-06	DEEDS (CEMETERY)	Deed books or copies of deeds or comparable instruments of ownership of lots and gravesites, including similar records relating to deed transfers.	PERMANENT.	

PART 17: COUNTY HISTORICAL COMMISSION RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5700-01	COUNTY REGISTER OF HISTORICAL PLACES AND MEMORABILIA	Register containing data on historical places and memorabilia required of county historical commissions by the Local Government Code, Section 318.006(b).	PERMANENT.	

PART 18: MISCELLANEOUS RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
*PW5725-01	OIL AND GAS RECORDS	Records relating to drilling for oil and gas on land owned by municipalities or other local governments.		
*PW5725-01a	OIL AND GAS RECORDS	Permits.	Expiration, cancellation, revocation, or denial of permit + 5 years.	
*PW5725-01b	OIL AND GAS RECORDS	Inspection reports.	3 years.	
*PW5725-01c	OIL AND GAS RECORDS	Oil and gas lease and production records, and division orders.	Expiration, cancellation, or revocation of associated lease + 5 years.	

Comments or complaints regarding the programs and services of the Texas State Library and Archives Commission can be addressed to the Director and Librarian, PO Box 12927, Austin, TX 78711-2927.
512-463-5460 or 512-463-5436 Fax

Copies of this publication are available in alternative format upon request.



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #11 SUMMARY

Approve an updated list of investment banking firms authorized to provide investment banking services to the Mobility Authority.

Strategic Plan Relevance: Regional Mobility

Department: Finance

Associated Costs: None

Funding Source: None

Board Action Required: YES

Description of Matter:

From time to time it is necessary to update the list of approved investment banking firms authorized to potentially be selected as part of an underwriting team for future bond transactions. At the January 2013 Board meeting, the Board authorized the issuance of an RFP to take proposals from qualified firms to be added to the approved list. These firms are recommended due to their reputation, financial capabilities and knowledge of bond transactions similar to the Authority's needs. Firms are assessed for their potential inclusion in a syndicate at the time a financing needed.

Attached documentation for reference:

Draft Resolution

Updated list of Investment Banking Firms.

Contact for further information:

Bill Chapman, Chief Financial Officer

Cindy Demers, Controller

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

RESOLUTION NO. 13-___

**APPROVING AN UPDATED LIST OF INVESTMENT BANKING FIRMS
AUTHORIZED TO PROVIDE INVESTMENT BANKING SERVICES TO THE
MOBILITY AUTHORITY.**

WHEREAS, in accordance with Mobility Authority procurement policies, by Resolution No. 13-005 approved on January 30, 2013, the Board of Directors authorized issuing a request for qualifications to provide an opportunity for additional firms interested in providing investment banking services to become qualified to provide those services to the Mobility Authority and be included in the pool (the "RFQ"); and

WHEREAS, the Mobility Authority and its financial advisors have received and evaluated responses received to the RFQ before February 21, 2013, and recommend that the firms identified on Exhibit 1 be added to the pool of investment banking firms qualified and available to provide investment banking services to the Mobility Authority.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby approves adding the investment banking firms listed on Exhibit 1 to the pool of investment banking firms qualified and available to provide investment banking services to the Mobility Authority.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of April, 2013.

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 13-___
Date Passed 4/24/2013

EXHIBIT 1

RESOLUTION NO. 13-___

INVESTMENT BANKING FIRMS ADDED TO POOL

1. Hutchinson, Shockey, Erley & Co.
2. Mesirow Financial
3. FTN Financial



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #12 SUMMARY

Approve an agreement with Stantec Consulting Services Inc. for traffic and revenue studies related to 183A.

Strategic Plan Relevance: Regional Mobility

Department: Finance

Associated Costs: \$150,803

Funding Source: Refunding Issuance Costs

Board Action Required: YES

Description of Matter:

This comprises supplemental work by Stantec and Alliance Transportation Group associated with the 2013 bond refunding. Scope of work includes traffic model forecasting for 183A utilizing updated information from the latest CTTS model and revised demographics, expanded review and due diligence pertaining to the URS modeling for Manor Expressway and attending rating agency and investor road show meetings.

Attached documentation for reference:

Draft Resolution

Draft Agreement

Contact for further information:

Bill Chapman, Chief Financial Officer

Cindy Demers, Controller

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

RESOLUTION NO. 13-__

**APPROVING AN AMENDED AGREEMENT WITH STANTECT CONSULTING
SERVICES INC. FOR TRAFFIC AND REVENUE STUDIES RELATED TO 183A.**

WHEREAS, by Resolution No. 07-62, dated October 3, 2007, the Board of Directors authorized entry into a Traffic and Revenue Engineering Services Agreement (the "Agreement") with Stantec Consulting Services, Inc. ("Stantec") for the provision of certain traffic and revenue engineering work for the Mobility Authority; and

WHEREAS, by Resolution No. 11-62, dated May 25, 2011, the Board of Directors authorized an amendment to the Agreement to extend the term of the Agreement to March 1, 2014, and to expand the authorized scope of work and associated compensation as set forth in that resolution; and

WHEREAS, additional services relating to traffic and revenue engineering work and studies for 183A are needed, and the Executive Director recommends using Stantec to provide those services described in Exhibit 1 for a proposed cost of \$150,803.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors authorizes the Executive Director to negotiate and execute an amendment to the Consulting Agreement with Stantec Consulting Services, Inc., relating to traffic and revenue engineering work and studies for 183A, for additional compensation not to exceed \$150,803, consistent with this resolution and the scope and cost of services described in Exhibit 1.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of April, 2013.

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: 13-__
Date Passed: 4/24/13

EXHIBIT 1 TO RESOLUTION 13-
STANTEC PROPOSED SCOPE OF WORK
AND COST OF SERVICES

[on the following page]

EXHIBIT A-3
SCOPE OF WORK

April 1, 2013
Central Texas Regional Mobility Authority
301 Congress Avenue, Suite 650
Austin, TX 78701

Attention: William Chapman, CFO

Reference: 183A Traffic and Revenue Study Support Services – Additional Services

Dear Mr. Chapman:

As requested we are submitting our scope and budget for providing continued support in our role as Traffic Consultant to the Authority as it moves forward with the operation of the 183A Turnpike. This scope supplements the work efforts described in our December 10, 2012 scope.

Following are the major tasks that are included in this effort:

Prepare additional traffic model runs and produce alternative updated T&R forecast streams for 183A using the latest CTTS model and revised demographics for 183A study area;
Expanded review & due diligence memo pertaining to URS forecasts for Manor Expressway (May 2011);
Prepare additional documentation of findings;
Alliance Transportation Group (ATG) attendance at NYC rating agency meetings and presentations;
Conduct toll elasticity studies and sensitivity analyses (New Task 10).

Cost of Services

Exhibit B-3 details the cost breakdown for this additional level of effort. Task numbers are the same as used in the December 10, 2012 scope and also include a new task for the sensitivity analyses (Task 10). The proposed budget for this extra work is \$150,803, including allowances for sub consultants (ATG). The budget is determined by using estimated labor costs, our latest audited overhead rate and an allowance for profit. As in the base contract we will invoice monthly for actual expenditures.

Please let us know if you have any questions about this scope or budget.

Sincerely yours,

STANTEC CONSULTING SERVICES INC.



William Ihlo
Principal
Tel: (212) 366-5600
Fax: (212) 366-5629
William.Ihlo@stantec.com

EXHIBIT B-3

Stantec Consulting 183A Level 3 T & R Forecast Extra Work, April 1, 2013

Task Description	Principal		Project Manager		Senior Engineer		Junior Engineer		Total Hours	Total Direct Labor	Total Labor Cost
183A Investment Grade T&R Studies											
Task 1 Project Definition (Alignment, access, lanes, tolls)									0	\$0	\$0
Task 2 Update Model Inputs									0	\$0	\$0
Task 3 Model Validation									0	\$0	\$0
Task 4 Modeling Runs (3 model yrs; 1 scenarios)	10		22		40		60		132	\$7,736	\$23,000
Task 5 Analysis of Results	10		40		40		60		150	\$9,278	\$27,583
Task 6 US 290E Review of URS T&R (Check reasonableness)	30		40		120		120		310	\$18,869	\$56,096
Task 7 Documentation & Project Meetings (Tech Memo)	10		30		20		40		100	\$6,433	\$19,124
Task 8 Rating Agency Meetings									0	\$0	\$0
Task 9 Investor Roadshow									0	\$0	\$0
Task 10 Sensitivities	30		40		100		100		270	\$16,880	\$50,183
Total Hours	60		132		220		280		692	\$42,316	\$125,803
Labor Rate	\$117.00		\$85.65		\$64.22		\$35.22				
Total Direct Labor	\$7,020		\$11,306		\$14,128		\$9,862				
Multiplier	2.973		2.973		2.973		2.973				
Total Labor Cost	\$20,870		\$33,612		\$42,003		\$29,318				\$125,803
Direct Expenses											
Total Stantec Effort											\$125,803
Subconsultant Efforts											
Demographic Update	60		132		220		280		692		\$25,000
Subconsultant ATG -- Bomba											
Supplemental Traffic Counts											
Subconsultant GRAM											
Total All Work											\$150,803



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #13 SUMMARY

Approve an agreement with CDM Smith for traffic and revenue studies related to the MoPac South Project.

Strategic Plan Relevance: Regional Mobility
Department: Finance
Associated Costs: Amount not to exceed \$1,600,000
Funding Source: General Fund reimbursed by TxDOT Grant Funds
Board Action Required: Yes

Description of Matter:

The level of assistance will include traffic engineering and operational analyses with detailed traffic operational assessments to support the environmental phases, and the implementation of a sketch level, Level 2 Intermediate, and a Comprehensive Traffic and Toll Revenue (T&R) study (if requested and authorized), to bring the MoPac South Project to the bond market, including presentations to rating agencies.

Reference documentation: Draft Resolution
Draft Work Authorization
Contact for further information: Bill Chapman, Chief Financial Officer
Cindy Demers, Controller

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

RESOLUTION NO. 13-___

**APPROVING AN AGREEMENT WITH CDM SMITH FOR TRAFFIC AND
REVENUE STUDIES RELATED TO THE MOPAC SOUTH PROJECT.**

WHEREAS, by Resolution No. 09-014, dated February 25, 2009, the Board of Directors authorized the Executive Director to negotiate and execute contracts with a list of recommended providers of traffic and revenue services, including Wilbur Smith Associates (“WSA”), the predecessor company to CDM Smith Inc. Associates (“CDM Smith”), and the Mobility Authority subsequently entered into a contract with WSA effective August 1, 2009; and

WHEREAS, the Mobility Authority is undertaking an environmental study relating to the proposed MoPac South and MoPac South Overpass projects, which will require traffic and revenue engineering services and related studies; and

WHEREAS, the Executive Director recommends engaging CDM Smith to provide professional traffic and revenue engineering services for the proposed MoPac South and MoPac South Overpass Projects generally on the terms and conditions set forth in the draft Letter of Engagement attached as Exhibit 1.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors authorizes the Executive Director to negotiate and execute on behalf of the Mobility Authority an agreement with CDM Smith to provide professional traffic and revenue engineering services for the proposed MoPac South and MoPac South Overpass Projects in the form or substantially in the form of Exhibit 1, for a maximum, not to exceed fee of \$1,600,000, and as the Executive Director further determines is in the best interest of the Mobility Authority.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of April, 2013.

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: 13-___
Date Passed: 4/24/13

EXHIBIT 1 TO RESOLUTION 13-
DRAFT LETTER OF ENGAGEMENT WITH CDM SMITH FOR
TRAFFIC AND REVENUE ENGINEERING SERVICES FOR
MOPAC SOUTH AND MOPAC SOUTH OVERPASS PROJECTS

[on the following 10 Pages]



April 17, 2013

William Chapman
Chief Financial Officer
Central Texas Regional Mobility Authority (CTRMA)
301 Congress Avenue, Suite 650
Austin, Texas 78701

**Re: Letter of Engagement – Central Texas Regional Mobility Authority
MoPac South and MoPac South Overpass Projects – Traffic and Revenue Engineering
Services**

Dear Mr. Chapman:

CDM Smith Inc. Associates (CDM Smith) is pleased to submit this letter of engagement for professional services related to the Loop 1 MoPac South Project. As part of this engagement, CDM Smith will assist Central Texas Regional Mobility Authority (the “Authority”) in assessing the proposed MoPac South Project and MoPac South Overpasses Project (Projects), located in Travis County, Texas. The level of effort shall include traffic and revenue and modeling support through the environmental phase of the projects, which includes an Environmental Assessment (EA) for the MoPac South Project and a Categorical Exclusion (CE) for the MoPac South Overpass Project. The level of assistance will include traffic engineering and operational analyses with detailed traffic operational assessments to support the environmental phases, and the implementation of a sketch level, Level 2 Intermediate, and a Comprehensive Traffic and Toll Revenue (T&R) study (if requested and authorized), to bring the MoPac South Project to the bond market, including presentations to rating agencies. The necessary traffic and revenue study documents for inclusion within the official statement will be prepared by CDM Smith.

In order to provide Traffic and Revenue support as noted above, the Authority will provide previously collected data, updated Travel Demand Model developed by Capital Area Metropolitan Planning Organization (CAMPO), schematic diagrams of alternatives, operational models and other relevant data to CDM Smith as needed to undertake the proposed work. CDM Smith will draw upon several collected travel pattern and behavioral databases and travel demand models already developed as part of the Mopac North Project and will supplement and enhance these with additional data collected specifically within the Mopac South corridors.

BACKGROUND AND PURPOSE

This letter of engagement has been designed to reflect CDM Smith’s commitment to support the MoPac South and MoPac South Overpasses Projects Traffic and Revenue analyses, consistent with our understanding of the Authority and the Central Texas region. The services to be





provided by CDM Smith under this engagement will include the evaluation of two separate projects, namely:

- MoPac South Overpasses Project: Anticipated to extend from Davis Lane to the North and La Crosse to the South, and will include the consideration of overpasses at Slaughter Lane and La Crosse Avenue under the Categorical Exclusion initial assessment only; and
- MoPac South Project: Extending from Cesar Chavez Street at the northern termini to Slaughter Lane at the southern termini, and will include consideration of a park-and-ride location (proposed locations to be provided by Capital Metro) for the Environmental Assessment traffic engineering and operational modeling phases and the traffic and revenue Sketch Level, Intermediate, and Comprehensive stages.

MoPac South Overpasses Project

Initial Traffic Support for Categorical Exclusion (Not to exceed \$30,000)

CDM Smith will provide the following services to the Authority, as requested under this task:

- Evaluate initial spot counts and turning movement counts within the corridor undertaken as part of a level 2 data collection effort, if authorized.
- Review relevant technical reports and historical data collected by the Authority, and all applicable assumptions and procedures implemented to determine the historical and existing traffic demand potential across the two Slaughter Lane and La Crosse Avenue overpasses within the corridor.
- Obtain and review signal timings, frontage road speeds and turning movement characteristics within the corridor.
- Extract information from several initial CAMPO model runs (undertaken as part of the entire Mopac South Project model runs), and undertake a thorough review of the official CAMPO model, analyze data validity, travel demand modeling procedures and provide suggested changes to CAMPO official model (model run efficiencies will be implemented between the Overpass and Mopac South projects).
- Provide traffic pattern diagrams related to the overpass configurations to aid in traffic analysis to support the air quality analysis, +/- 5 percent MSAT analysis, and level of service and operations analyses.
- Conduct these analyses for two intermediate years – e.g. 2015 and 2035 – for AM Peak Hour, PM Peak Hour and Daily time periods.
- Conduct a high level operational analysis using tools such as HCS and SYNCHRO to assess traffic operations associated with up to three (3) design configurations and focused mostly on intersection signal operations and merge/diverge at existing/proposed ramps. This analysis will be limited to the current 2035 CAMPO mobility plan time horizon only for budget estimate purposes.



- Participate in discussions on best approaches to utilize in support of the Air Quality and Noise Mitigation analyses. This may include the running of the CAMPO models to obtain a +/- 5 percent impact on the segments within the entire CAMPO model.
- Attend relevant traffic modeling coordination meetings (up to three (3)), as requested by the Authority with the project team (additional support may be implemented through joint meetings with the Mopac South Project).
- Contract management activities and quality control.

The MoPac South Overpass Project baseline alternative is currently envisioned to operate as a non-toll section, thus the development of any independent estimates of traffic and toll revenue by CDM, if warranted, will be undertaken as part of subsequent tasks and is not included as part of this task.

Deliverables: Technical Memorandum documenting existing travel demand patterns, data reviews, high level operational analysis for up to three (3) design configurations, attendance at meetings or conference calls as warranted by the Authority, and technical assistance to kick-off the travel demand model efforts and. Delivery of traffic patterns to support the categorical exclusion assessment of air quality, MSAT and Level of service for up to three (3) design configurations.

MoPac South Project

Initial Traffic Engineering, and Environmental Modeling Support (Not to exceed \$140,000)

The following task will support the development of the project schematic and is dependent on some initial traffic count collection and speed and delay data having been obtained either through the sketch level or higher data collection efforts. CDM Smith may provide the following services to the Authority, as requested under this task:

- In consultation with the Authority, request any readily available data from relevant local agencies including the Capital Area Metropolitan Organization (CAMPO), as part of the initial project development and technical support.
- Assemble and analyze all available data and studies developed by the Authority and partner agencies.
- Analyze data validity, existing travel demand models, travel demand modeling procedures and parameters and economic parameters used as inputs to travel demand growth.
- Review relevant technical reports and data collected by the Authority, and all applicable assumptions and procedures implemented in determining the traffic demand potential from Cesar Chavez Street at the northern termini to Slaughter Lane at the southern



termini and will include consideration of a park-and-ride location (proposed locations to be provided by Capital Metro).

- Conduct an assessment of the TxDOT TP&P forecasts comparison against any newly developed or collected data to confirm and identify areas requiring refinement to the TxDOT TP&P analyses.
- Advise the Authority on the likely range of the high, medium and low revenue potential of the conceptual level existing traffic demand results.
- Review signal timings, frontage road speeds and turning movement characteristics within the corridor.
- Complete several CAMPO model runs, and undertake a thorough review of the official CAMPO model, analyze data validity, travel demand modeling procedures and provide suggested changes to CAMPO official model.
- Provide traffic pattern diagrams related to the identified baseline configuration, and express lane access to aid in traffic analysis to support the air quality analysis, +/- 5 percent MSAT analysis, and level of service and operations analysis
- Conduct these analyses for two intermediate years – e.g. 2015 and 2035 (current CAMPO mobility plan time horizon) – for AM Peak Hour, PM Peak Hour and Daily time periods.
- Undertake several iterative discussions on best approaches to utilize in support of the Air Quality and Noise Mitigation analyses. This may include the running of the CAMPO models to obtain a +/- 5 percent impact on the segments within the entire CAMPO model.
- Reviewed the VMT mix documentation from CAMPO/TTI and provide a comparison between CAMPO VMT mix and the hourly breakdown based on any traffic data collected within the corridor.
- Review and assist in interpreting the results of the alternatives analysis and write up the final results for the identified preferred alternatives.
- Attend relevant traffic modeling coordination meetings (up to five (5)), as requested by the Authority with the project team.
- Attending Public Outreach and Environmental Coordination meetings (up to five (5)), with the Authority and the project team.
- Any traffic operational analysis will be conducted as part of the subsequent task. The development of independent estimates of traffic and toll revenue by CDM Smith will be undertaken as part of subsequent tasks.
- Contract management activities and quality control.

Deliverables: Technical Memorandum documenting reviews, attendance at meetings or conference calls as warranted by the Authority, and technical assistance to kick-off the travel demand model efforts and environmental assessment support. Provide traffic demand support for up to four (4) model alternatives for the development of the project schematic with the study team.



Operational Analyses and Environmental Support (Not to exceed \$240,000)

CDM Smith will provide support for traffic engineering studies for the EA Alternatives Analysis and initial Operations Analysis for the schematic design. The following tasks may be undertaken and it is envisioned and assumed that some initial traffic count collection and speed and delay data will have been obtained either through the sketch level or higher data collection efforts:

- Review any currently developed operational models by other Consultant teams.
- Respond to traffic and mobility questions and provide reviews as needed on the operational elements for the Environmental Documentation, to be developed by the project team.
- CDM Smith will review and assess several proposed access/egress configurations as part of the environmental process.
- Develop up to five (5) sub-area models (bi-directional assuming typical standard weaving sections) to evaluate traffic operations associated with changes in project configuration, such as ingress and egress locations, lane configurations, merging and weaving areas. The sub-area model analysis will be conducted using VISSIM for an A.M. or P.M. period (critical peak period), and for the year 2035 (current CAMPO mobility plan time horizon). A corridor VISSIM model is not envisioned as part of this task and instead will be developed in the subsequent level 2 task, subject to further discussion with the study team.
- Calibrate the operational model using a software platform such as CAMPO travel demand model with official inputs that conform to the regional plan for use as the baseline for purposes of the environmental process.
- Conduct select link analyses to confirm the proposed logical access and egress locations.
- Contract management activities and quality control.

Deliverables: Technical memoranda summarizing the developed analyses. The modeling documentation shall include traffic volumes used in modeling; computer models used; operational analysis results for five (5) sub-area models based upon a critical peak hour period and year 2035, and final model/traffic results.

Sketch Level Study (Not to exceed \$80,000)

CDM Smith will conduct a traffic and revenue study to evaluate the toll feasibility of the MoPac South Project in Austin and the following tasks are envisioned:

- Extend the study corridor to include Cesar Chavez Street from the northern termini to Slaughter Lane as the southern termini to enable the analysis of additional alternatives currently under development.



- Undertake some initial spot count traffic collection effort and speed and delay data analysis.
- Incorporate several key parameters and investigate the risk profiles around each of the variables to provide the traffic estimates of the projects under a defined set of business term assumptions and configurations as determined by the Authority.
- Conduct an “Initial traffic and revenue feasibility assessment” for the potential toll project to support the Authority and provide a sense of the project’s traffic and revenue potential.
- Analyze the traffic and revenue potential of a proposed toll option and review of parameters that include: opening year ramp-up, historical traffic growth, toll rate setting, attractiveness of the toll facility, truck percentages, value-of-time, and expected economic development within the corridor.
- Provide traffic projections and estimated toll revenue for a 50-year period.
- Contract management activities and quality control.

Deliverables: Electronic file of the report and supporting spreadsheet files with the tables of the 50-year traffic and revenue projections for up to five (5) scenarios.

Data Collection and Level 2 Intermediate Study (if needed) (Not to exceed \$610,000)

CDM Smith will undertake a Comprehensive Data Collection and a Level 2 Analysis of the proposed MoPac South Project. The data collected as part of the Mopac North Project will be referenced and used to the extent possible and will be supplemented with new information collected within the proposed corridor. The following tasks are envisioned for implementation under the data collection effort:

- Coordinate and implement the data collection for the MoPac South Project corridor using non-invasive methodologies to support the traffic and revenue assessment of the corridor.
- Update previously collected license plate matching data by the Authority to enhance the understanding of traffic patterns within the corridor.
- Collect traffic counts along the MoPac South Project corridor to determine the magnitude of existing ramp-to-ramp and mainline traffic demand, as well as traffic demand along the existing competitive routes within the corridor.
- Undertake an update to the Mopac North stated preference survey effort (if warranted) to observe the existing traffic profiles and behavioral characteristics of the major travel markets along the MoPac South Project corridor. Utilize new data collection techniques and sources to evaluate origin/destination (O-D) patterns within the corridor to supplement previous origin/destination survey efforts.
- Compare newly collected data to previous economic information collected by the Authority to evaluate the latest socio-economic trends within the corridor.
- Collect sufficient information to satisfy the traffic data requirements for the implementation of a Comprehensive Traffic and Toll revenue study using industry standard practices. (Note:



The independent economic assessment that is required for a Comprehensive Level 3 study is not conducted under this task and is accounted for as part of the comprehensive study task).

- Analyze and prepare the data collected to be distributed to the Authority and other partner agencies as directed by the Authority as a baseline source to traffic data.
- Review data collected for consistency and accuracy, and compile for distribution to other agencies in an industry standard format.

CDM Smith will perform a Level 2 Intermediate traffic and revenue estimate for an identified option/alternative as may be warranted by the Authority. The following tasks are envisioned:

- In consultation with the Authority, the latest CAMPO model will be obtained and a review and modification of the initial validated model inputs and databases from the Mopac North will be undertaken.
- Investigate the model network and trip table databases and validate the corridor specific socioeconomic attributes.
- Extend the study corridor to include MoPac South Project from Cesar Chavez Street to Slaughter Lane.
- Use the collected traffic data on the existing segments of the project and competing routes to calibrate the models to reflect current conditions as reflected by the collected new data. The calibration will use the empirical evidence of critical parameters such as the hourly and weekly distributions of traffic, the electronic toll collection and video billing shares, truck percentage and axle distributions, and value-of-time characteristics obtained from the stated preference survey efforts.
- Develop an existing condition VISSIM model for the corridor (approximately 8.2 miles in length), which includes main line segments and on/off ramps only. It is not envisioned that frontage roads will be modeled as part of this effort. The VISSIM Model will be developed for an A.M. and P.M. peak hour period and calibrated based on existing traffic counts, travel time, speed, and delay data. This existing condition VISSIM model will then be used to develop a future year build model (2035 CAMPO model time horizon only) for the proposed build option configuration. This model will be developed for both A.M. and P.M. peak hour periods.
- Develop volume delay function (vdf) curves using the simulation models to better represent congestion characteristics for input into the corridor travel demand model networks.
- Perform a detailed evaluation of the network coding and trip distributions currently forecasted by the CAMPO model. The level of detail contained in the procedure will provide a sense of the existing and forecasted demand along the defined project in relation to existing trends. Corrections to the overall databases will be performed to ensure a clean and valid version of the model is used for valuation of the defined corridor segments toll feasibility.



- Investigate the growth potentials along the study corridor using readily available databases to assess the current trends and potential changes in distributions that have occurred within the Capital Area Metropolitan Planning Organization model.
- Develop up to five (5) sub-area models to evaluate traffic operations associated with changes in project configuration as a result of the Level 2 study and newly collected data. These changes could include ingress and egress locations, lane configurations, merging and weaving areas. The sub-area model analysis will be conducted using VISSIM for an A.M. or P.M. period (critical peak period) and for the year 2035 CAMPO time horizon.
- Contract management activities and quality control.

Deliverables: Final report summarizing the major tasks undertaken, operational analyses and data collected as part of the Level 2 Intermediate study. Electronic file of the report and supporting spreadsheet files with the tables of the 50-year traffic and revenue projections.

Comprehensive (Level 3) Traffic and Toll Revenue study (Not to exceed \$500,000)

The services to be provided under this task will be a natural transition from the Data Collection and Level 2 Intermediate study efforts to conduct a Comprehensive Level 3 Analysis of the proposed MoPac South Project corridor. The objective of the study will be to incorporate all relevant data from the data collection from the Level 2 study to generate investment grade traffic and revenue forecasts that can be used to support the project financing. The following tasks are envisioned under this effort:

- Perform and coordinate the collection of updated spot traffic counts along the MoPac South corridor, as may be warranted to determine significant changes to traffic patterns or trends, and may include existing ramp-to-ramp and mainline traffic demand, as well as traffic demand along the existing competitive routes within the corridor.
- Evaluate the origin/destination (O-D) survey and a stated preference survey previously collected to reconfirm the existing traffic profiles and behavioral characteristics of the major travel markets along the MoPac South Project corridor.
- Perform a detailed evaluation of the network coding and trip distributions currently forecasted by the CAMPO model.
- Incorporate the extensive data collection efforts implemented as a necessary part of the comprehensive effort.
- Apply corrections to the overall databases to ensure a clean and valid version of the model is used for toll feasibility valuation of the defined corridor segments.
- In coordination with the independent economist, investigate the growth potentials along the corridor to assess the current trends and potential changes in distributions that have occurred since the last CAMPO land-use updates and the Level 2 Intermediate study.



- Adjust socioeconomic databases and trip tables, if warranted, to evaluate the effects to the overall demand in the defined corridors.
- Evaluate the project under up to five (5) different project configurations (such as access/egress points, lane configurations, phased construction) and incorporate up to five (5) operational scenarios (such as tolling regimes, eligibility markets, growth scenarios) for evaluation, as may be requested by the Authority.
- Advise and assist the Authority and its financial investment bankers, bond council, and general consulting engineer (collectively, the “marketing committee”) in modifying and excerpting portions of the final report for inclusion in the official statement.
- Participate in meetings with the marketing committee by written communication, telecommunication, and personal attendance to plan the sale of bonds, assist in the writing of the official statement and the trust agreement, and to meet with rating agencies, major investors, and bond insurers.
- Contract management activities and quality control.

Deliverables: A final report that will be designed to be suitable for possible inclusion in an Official Statement or other financing documents. Presentations to financial community, including rating agencies. Electronic spreadsheet file and tables of the 50-year traffic and revenue projections.



CDM Smith is prepared to undertake the tasks outlined and will submit a more detailed scope of all relevant items as the need arises within each phase of the project under a total not-to-exceed fee of **\$1,600,000** from the date of Notice Proceed from the Authority. CDM Smith will invoice the Authority for the actual cost of services on a monthly schedule through invoices submitted to the Authority for work completed. The developed fee is based on the phased approach, as outlined within the scope and incorporates an evolution of the project from a Level 2 to an eventual Level 3 study. Under this phased approach, the Level 2 study will capture the majority of the data collection and model development efforts that will be necessary for inclusion in the Comprehensive Level 3 study. CDM Smith will provide an ongoing update on the project status and will notify the Authority prior to performing any additional and unforeseen work efforts that may extend beyond the estimated maximum fee. This fee arrangement, if not acceptable to the Authority, can certainly be modified to more closely reflect its desires from the outlined scope.

* * *

We sincerely appreciate the opportunity to submit this letter of engagement for Traffic and Revenue services and thank you for considering CDM Smith for this important assignment. If this proposal adequately meets your needs, it may serve as the basis of the study agreement/contract by your executing the section at the end of the document and returning an originally signed copy. We look forward to working with the Authority on this significant project. Should you have any additional questions or require further clarification concerning the contents of this letter of engagement, please do not hesitate to contact us and we will incorporate the changes you require immediately.

Yours sincerely,

Letter of engagement approved as submitted

David Anderson
Client Service Manager
CDM Smith, Inc

Mike Heiligenstein
Executive Director
Central Texas Regional Mobility Authority

Date:

Date:



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #14 SUMMARY

Accept the monthly financial reports for
March 2013.

Department: Finance

Associated Costs: None

Funding Source: None

Board Action Required: YES

Description of Matter:

Presentation and acceptance of the monthly financial reports for March 2013

Attached documentation for reference:

Draft Resolution

Financial Reports for March 2013.

Contact for further information: Bill Chapman, Chief Financial Officer

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

RESOLUTION NO. 13-___

ACCEPT THE FINANCIAL REPORTS FOR MARCH 2013.

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

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

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

WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements necessary for the month of March 2013, and has caused Financial Reports to be prepared and attached to this resolution as Attachment A.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the Financial Reports for March 2013, attached as Attachment A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of April, 2013.

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: 13-___
Date Passed: 4/24/2013

Attachment A
Financial Reports for March 2013

**Central Texas Regional Mobility Authority
Balance Sheet**

As of	March 31, 2013	March 31, 2012
Assets		
Current Assets		
Cash in Regions Operating Account	192,841	84,392
Cash In TexSTAR	145,805	27,027
Regions Payroll Account	86,713	74,171
Restricted cash/cash equivalents		
Fidelity Government MMA	94,418,741	24,451,918
Restricted Cash-TexStar	33,701,273	117,377,311
Overpayment accounts	29,012	28,009
Total Cash and Cash Equivalents	128,574,385	142,042,828
Accounts Receivable	15,269	14,020
Due From Employees	33	0
Due From TTA	266,197	389,737
Due From NTTA	68,998	45,174
Due From HCTRA	112,607	64,586
Due From TxDOT	24,712,734	866,280
Due From Federal Government	463,466	463,465
Interest Receivable	242,109	208,291
Total Receivables	25,881,413	2,051,551
Short Term Investments		
Treasuries	0	4,549,017
Short Term Investments	134,419,785	161,707,343
Other Current Assets		
Prepaid Insurance	29,547	31,164
Total Current Assets	288,929,973	305,832,885
Construction Work In Process		
	327,448,479	308,316,031
Fixed Assets		
Computers(net)	23,475	30,735
Computer Software(net)	0	373,887
Furniture and Fixtures(net)	727	13,423
Equipment(net)	26,383	44,803
Autos and Trucks(net)	16,096	22,994
Buildings and Toll Facilities(net)	6,054,169	6,211,712
Highways and Bridges(net)	275,063,989	173,994,117
Communication Equipment(net)	817,147	999,148
Toll Equipment(net)	8,898,419	2,199,018
Signs(net)	5,968,168	4,989,142
Land Improvements(net)	3,287,794	1,129,001
Right of Way	24,800,630	24,683,553
Leasehold Improvements	34,006	60,934
Total Fixed Assets	324,991,003	214,752,467
Long Term Investments		
GIC (Restricted)	0	14,653,423
Other Assets		
Security Deposits	8,644	8,644
Intangible Assets	650	650
Total Bond Issuance Costs	14,759,612	15,321,279
Total Assets	956,138,360	877,031,291

Liabilities

Current Liabilities

Accounts Payable	943,113	555,120
Overpayments	30,130	28,833
Interest Payable	10,818,221	11,293,551
Due to other Funds	171,248	0
TCDRS Payable	34,022	33,023
Medical Reimbursement Payable	(63.86)	63
Due to other Entities	-	7,066
Other	0	17,178
Due to State of Texas	(0)	2,098
Total Current Liabilities	11,996,671	11,936,932

Long Term Liabilities

Accrued Vac & Sick Leave Paybl	189,089	413,815
Senior Lien Revenue Bonds 2005	170,404,728	171,678,662
Senior Lien Revenue Bonds 2010	103,842,348	99,271,120
Senior Lien Revenue Bonds 2011	307,086,315	306,409,536
Sn Lien Rev Bnd Prem/Disc 2005	4,543,160	4,667,910
Sn Lien Rev Bnd Prem/Disc 2010	141,348	177,619
Tot Sr Lien Rev Bond Pay Pre/D	924,543	866,189
Subordinated Lien Bond 2010	45,000,000	45,000,000
Subordinated Lien Bond 2011	70,000,000	70,000,000
Sub Lien Bond 2011 Prem/Disc	(2,009,498)	(2,099,314)
TIFIA note 2008	77,506,077	77,526,562
2011 Regions Draw Down Note	1,172,378	200,000
Total Long Term Liabilities	774,115,979	769,266,570
Total Liabilities	786,112,650	781,203,502

Net Assets Section

Contributed Capital	18,334,846	18,334,846
Net Assets beginning	93,597,898	61,913,602
Current Year Operations	58,092,966	15,579,342
Total Net Assets	151,690,865	77,492,944

Total Liabilities and Net Assets

956,138,360	877,031,291
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Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2013	Actual Year to Date 3/31/2013	Percent of Budget	Actual Prior Year to Date 3/31/2012
Revenue				
Operating Revenue				
Toll Revenue-TxTag-Manor	574,358	420,833	73.27%	-
Toll Revenue-TxTag-183A	23,317,359	15,855,451	68.00%	11,961,454
Toll Revenue-HCTRA-183A	741,110	734,319	99.08%	523,658
Toll Revenue-HCTRA-Manor	14,957	63,094	421.83%	-
Toll Revenue-NTTA-183A	444,666	487,791	109.70%	338,079
Toll Revenue-NTTA-Manor	8,974	16,109	179.50%	-
Video Tolls 183A	3,599,122	3,509,454	97.51%	2,703,205
Video Tolls Manor Expressway	30,000	45,764	152.55%	-
Fee revenue 183A	1,502,134	1,338,703	89.12%	1,101,749
Fee revenue Manor Expressway	10,000	28,741	287.41%	-
Total Operating Revenue	30,242,680	22,500,260	74.40%	16,628,145
Other Revenue				
Interest Income	180,000	170,832	94.91%	148,019
Grant Revenue	1,236,000	65,076,160	5265%	19,339,487
Reimbursed Expenditures	-	34,774		150,000
Misc Revenue	2,500	217,776	8711%	918,366
Gain/Loss on Sale of Asset	-	-	0.00%	12,342
Unrealized Loss	-	42,708		-
Total Other Revenue	1,418,500	65,542,251	4621%	20,568,214
Total Revenue	\$ 31,661,180	\$ 88,042,510	278.08%	\$ 37,196,359
Expenses				
Salaries and Wages				
Salary Expense-Regular	2,115,939	1,387,326	65.57%	1,390,676
Part Time Salary Expense	12,000	480	4.00%	7,927
Overtime Salary Expense	3,000	-	0.00%	-
Contractual Employees Expense	5,000	1,202	24.03%	7,623
TCDRS	307,536	187,672	61.02%	195,118
FICA	96,433	53,021	54.98%	56,508
FICA MED	30,899	20,141	65.18%	19,957
Health Insurance Expense	186,370	138,704	74.42%	140,927
Life Insurance Expense	5,684	3,433	60.40%	3,056

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2013	Actual Year to Date 3/31/2013	Percent of Budget	Actual Prior Year to Date 3/31/2012
Auto Allowance Expense	10,200	-	0.00%	4,462
Other Benefits	185,610	63,606	34.27%	136,647
Unemployment Taxes	12,960	(16)	0.00%	1,711
Salary Reserve	50,000	-	0.00%	-
Total Salaries and Wages	3,021,631	1,855,569	61.41%	1,964,611
Contractual Services				
<u>Professional Services</u>				
Accounting	12,000	5,734	47.78%	24,029
Auditing	65,000	44,990	69.22%	44,771
General Engineering Consultant	1,250,000	123,715	9.90%	661,104
GEC-Trust Indenture Support	-	25,593		-
GEC-Financial Planning Support	-	35,554		-
GEC-Toll Ops Support	-	1,748		-
GEC-Roadway Ops Support	-	128,766		-
GEC-Technology Support	-	26,231		-
GEC-Public Information Support	-	7,673		-
GEC-General Support	-	171,411		-
General System Consultant	175,000	6,028	3.44%	37,484
Image Processing	780,000	760,492	97.50%	583,662
Facility maintenance	41,954	9,749	23.24%	10,740
HERO	1,629,000	817,681	50.20%	510,641
Human Resources	25,000	11,196	44.78%	67,281
Legal	270,000	175,025	64.82%	76,991
Photography	15,000	-	0.00%	12,500
Traffic & Revenue Consultants	-	2,999		-
Total Professional Services	4,262,954	2,354,584	55.23%	2,029,203
<u>Other Contractual Services</u>				
IT Services	65,000	27,705	42.62%	31,784
Graphic Design Services	10,000	11,070	110.70%	400
Website Maintenance	35,000	2,929	8.37%	10,875
Research Services	50,000	3,154	6.31%	3,100
Copy Machine	10,000	4,931	49.31%	4,457
Software Licenses	17,200	8,467	49.23%	805
ETC Maintenance Contract	1,029,900	427,951	41.55%	552,257

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2013	Actual Year to Date 3/31/2013	Percent of Budget	Actual Prior Year to Date 3/31/2012
ETC Development	125,000	-	0.00%	15,356
ETC Testing	30,000	-	0.00%	1,620
Communications and Marketing	140,000	139,373	99.55%	77,777
Advertising Expense	60,000	68,756	114.59%	31,906
Direct Mail	5,000	-	0.00%	-
Video Production	5,000	20,920	418.40%	1,946
Radio	10,000	-	0.00%	-
Other Public Relations	2,500	-	0.00%	-
Law Enforcement	250,000	115,281	46.11%	174,600
Special assignments	5,000	-	0.00%	-
Traffic Management	-	42,823		55,890
Emergency Maintenance	10,000	-	0.00%	-
Security Contracts	600	114	18.94%	-
Roadway Maintenance Contract	640,000	98,118	15.33%	74,559
Landscape Maintenance	280,000	92,450	33.02%	102,253
Signal & Illumination Maint	-	46,743		60,950
Mowing and litter control	-	40,806		52,095
Striping	-	-	0.00%	19,600
Graffiti removal	-	225		-
Cell Phones	9,700	6,721	69.29%	6,283
Local Telephone Service	18,000	11,100	61.67%	9,732
Internet	4,500	-	0.00%	435
Fiber Optic System	63,000	27,651	43.89%	31,999
Other Communication Expenses	11,500	127	1.11%	273
Subscriptions	1,850	107	5.78%	120
Memberships	33,959	26,042	76.69%	27,180
Continuing Education	7,300	2,845	38.97%	4,432
Professional Development	14,000	-	0.00%	3,470
Seminars and Conferences	33,000	16,559	50.18%	10,479
Staff-Travel	76,000	55,201	72.63%	30,482
Other Contractual Svcs	200	-	0.00%	177
TxTag Collection Fees	1,434,788	978,352	68.19%	909,125
Contractual Contingencies	250,500	649	0.26%	34,115
Total Other Contractual Services	4,738,497	2,277,169	48.06%	2,340,532
Total Contractual Services	9,001,451	4,631,753	51.46%	4,369,736

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2013	Actual Year to Date 3/31/2013	Percent of Budget	Actual Prior Year to Date 3/31/2012
Materials and Supplies				
Books & Publications	12,500	4,504	36.03%	6,817
Office Supplies	11,000	2,239	20.35%	4,023
Computer Supplies	12,500	5,853	46.82%	8,107
Copy Supplies	2,200	745	33.89%	585
Annual Report printing	7,000	5,534	79.06%	7,673
Other Reports-Printing	10,000	3,408	34.08%	1,298
Direct Mail Printing	5,000	-	0.00%	-
Office Supplies-Printed	2,500	118	4.70%	1,328
Maintenance Supplies-Roadway	9,175	-	0.00%	9,175
Promotional Items	10,000	4,827	48.27%	-
Displays	5,000	-	0.00%	-
ETC spare parts expense	30,000	-	0.00%	3,178
Tools & Equipment Expense	1,000	-	0.00%	89
Misc Materials & Supplies	3,000	-	0.00%	683
Total Materials and Supplies	120,875	27,228	22.53%	42,956
Operating Expenses				
Gasoline Expense	5,000	2,595	51.90%	3,500
Mileage Reimbursement	5,950	4,001	67.24%	3,421
Toll Tag Expense	3,120	1,707	54.71%	2,336
Parking	41,175	29,886	72.58%	32,676
Meeting Facilities	250	-	0.00%	-
CommunityMeeting/ Events	5,000	-	0.00%	-
Meeting Expense	9,800	7,376	75.26%	3,388
Public Notices	2,200	-	0.00%	-
Postage Expense	5,650	286	5.06%	471
Overnight Delivery Services	1,600	249	15.59%	535
Local Delivery Services	1,250	12	0.96%	6
Insurance Expense	90,000	48,038	53.38%	53,087
Repair & Maintenance-General	500	658	131.56%	263
Repair & Maintenance-Vehicles	500	203	40.54%	460
Repair & Maintenance Toll Equip	5,000	400	8.01%	2,047
Rent Expense	250,000	146,913	58.77%	155,313
Water	7,500	5,093	67.91%	4,984
Electricity	178,500	49,560	27.76%	47,126

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2013	Actual Year to Date 3/31/2013	Percent of Budget	Actual Prior Year to Date 3/31/2012
Other Licenses	640	729	113.91%	510
Community Initiative Grants	65,000	30,000	46.15%	47,500
Non Cash Operating Expenses				
Amortization Expense	76,000	230,751	303.62%	921,644
Dep Exp- Furniture & Fixtures	9,000	11,183	124.25%	6,422
Dep Expense - Equipment	26,400	12,586	47.67%	11,783
Dep Expense - Autos & Trucks	7,000	5,174	73.91%	4,599
Dep Expense-Buildng & Toll Fac	177,000	124,296	70.22%	132,419
Dep Expense-Highways & Bridges	8,000,000	4,839,979	60.50%	3,725,405
Dep Expense-Communic Equip	195,000	134,296	68.87%	143,128
Dep Expense-Toll Equipment	965,000	701,328	72.68%	346,336
Dep Expense - Signs	135,000	108,328	80.24%	99,951
Dep Expense-Land Improvemts	67,000	104,579	156.09%	49,353
Depreciation Expense-Computers	10,000	8,174	81.74%	7,309
Total Operating Expenses	10,346,035	6,608,379	63.87%	5,805,967
Financing Expenses				
Arbitrage Rebate Calculation	6,000	5,605	93.42%	5,455
Loan Fee Expense	12,500	-	0.00%	12,000
Rating Agency Expense	35,000	40,300	115.14%	5,300
Trustee Fees	6,000	2,000	33.33%	-
Bank Fee Expense	8,000	4,370	54.62%	15,890
Continuing Disclosure	4,000	-	0.00%	-
Interest Expense	20,318,015	16,426,192	80.85%	9,017,391
Contingency	15,000	-	0.00%	-
Non Cash Financing Expenses				
Bond issuance expense	300,000	348,148	116.05%	377,710
Total Financing Expenses	20,704,515	16,826,615	81.27%	9,433,747
Other Gains or Losses				
Total Other Gains or Losses	-	-	0.00%	-
Total Expenses	\$ 43,194,507	\$ 29,949,544	69.34%	\$ 21,617,017
Net Income	\$ (11,533,327)	\$ 58,092,966		\$ 15,579,342

Central Texas Regional Mobility Authority
Statement of Cash Flows - FY 2013
as of March 31, 2013

Cash flows from operating activities:

Receipts from Department of Transportation	\$ 49,951,086
Receipts from toll fees	22,837,802
Receipts from other fees	-
Receipts from interest income	1,536,004
Receipts from other sources	419,905
Payments to vendors	(6,513,384)
Payments to employees and benefits	(1,754,759)
Net cash flows used in operating activities	<u>66,476,654</u>

Cash flows from capital and related financing activities:

Payments on interest	(41,260,907)
Payment on Bonds/Notes	(3,597,622)
Acquisitions of property and equipment	(3,875)
Acquisitions of construction in progress	(83,273,526)
Proceeds from Draw Down Note	1,500,000
Net cash flows used in capital and related financing activities	<u>(126,635,931)</u>

Cash flows from investing activities:

Purchase of investments	(35,425,320)
Proceeds from sale or maturity of investments	123,270,907
Net cash flows provided by investing activities	<u>87,845,587</u>

Net increase in cash and cash equivalents	27,686,311
Cash and cash equivalents at beginning of July 2012	100,680,911
Cash and cash equivalents at end of March 2013	<u>\$ 128,574,385</u>

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

Change in net assets	\$ 58,092,966
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation and amortization	6,280,673
Nonoperating interest	16,424,549
Bond Issuance Expense	177,247
Changes in assets and liabilities:	
(Increase)/Decrease in accounts receivable	(14,642,009)
(Increase)/Decrease in prepaid expenses and other assets	(38,469)
(Increase)/Decrease in interest receivable	1,453,189
Increase/(Decrease) in deferred revenue (audit adjustments)	(77,482)
Increase/(Decrease) in other payable	(176,815)
Increase/(Decrease) in accounts payable	(1,017,193)
Total adjustments	<u>8,383,688</u>
Net cash flows provided by operating activities	<u>\$ 66,476,654</u>

INVESTMENTS by FUND

		Balance	
		March 31, 2013	
Renewal & Replacement Fund			
TexSTAR	661,044.88		TexSTAR 33,847,077.63
Regions Sweep	0.66		CD's 8,000,000.00
Agencies		661,045.54	Regions Sweep 94,418,741.46
Agencies			Agencies 126,418,714.43
TxDOT Grant Fund			
TexSTAR	5,424,395.32		
Regions Sweep	37,549.17		
CD's	3,000,000.00		
Agencies	1,000,000.00	9,461,944.49	\$ 262,684,533.52
Subordinate Lien DS Fund 05			
Regions Sweep	951,374.62	951,374.62	
Debt Service Reserve Fund 05			
TexSTAR	12,570,680.73		
Regions Sweep	56,750.21		
Agencies	5,168,556.67	17,795,987.61	
Debt Service Fund 05			
Regions Sweep	2,582,422.78		
Agencies	25,270,228.94	27,852,651.72	
2010 Senior Lien DSF			
Regions Sweep	860,844.68		
TexSTAR	0.15	860,844.83	
2010-1 Debt Service Fund			
Regions Sweep	661,593.73	661,593.73	
2010-2 Debt Service Fund			
Regions Sweep	331,019.55	331,019.55	
Agencies			
2011 Debt Service Acct			
Regions Sweep	0.33	0.33	
2011 Sub Debt DSRF			
Regions Sweep	2,021,965.24		
CD's	5,000,000.00	7,021,965.24	
Operating Fund			
TexSTAR	145,804.63		
TexSTAR-Trustee	1,801,755.34		
Regions Sweep	2.18	1,947,562.15	
Revenue Fund			
TexSTAR	1.00		
Regions Sweep	1,137,201.44	1,137,202.44	
General Fund			
TexSTAR	53.78		
Regions Sweep	6,682,932.16	6,682,985.94	
2010 Senior Lien Capitalized Interest			
Regions Sweep	0.07		
TexSTAR	487.87	487.94	
2010-1 Sub Lien Capitalized Interest			
Regions Sweep	0.00		
TexSTAR	0.00	-	
2010-2 Sub Lien Capitalized Interest			
TexSTAR	33.69		
Regions Sweep	0.01	33.70	
2011 Sr Capitalized Interest Fund			
Regions Sweep	37,576.39		
Agencies	17,781,989.07	17,819,565.46	
2011 Sub Capitalized Interest Fund			
Regions Sweep	574.24		
Agencies	4,695,955.73	4,696,529.97	
2010-1 Sub BABS subsidy			
Regions Sweep	20.50	20.50	
2010-2 Sub BABS subsidy			
Regions Sweep	0.00	-	
2010 Senior Lien Debt Service Reserve Fund			
TexSTAR	5,560,468.54		
Regions Sweep	65,857.96		
Agencies	3,913,542.75	9,539,869.25	
2010-2 Sub Lien Debt Service Reserve Fund			
TexSTAR	779,525.09		
Regions Sweep	203,935.12		
Agencies	190,000.00	1,173,460.21	
2010-1 Sub Lien Debt Service Reserve Fund			
TexSTAR	1,911,568.36		
Regions Sweep	15,000.87		
Agencies	2,048,386.27	3,974,955.50	
MoPac Construction Fund			
Regions Sweep	16,041,581.47	16,041,581.47	
2010-1 Sub Lien Projects Fund			
TexSTAR	822,865.85		
Regions Sweep	0.00	822,865.85	
2010 Senior Lien Construction Fund			
TexSTAR	1.19		
Regions Sweep	2,793,009.42	2,793,010.61	
2011 Sub Debt Project fund			
TexSTAR	4,168,271.55		
Agencies	25,007,958.33		
Regions Sweep	18,887,622.60	48,063,852.48	
2011 Sr Financial Assistance Fund			
Regions Sweep	31.73	31.73	
2011 Senior Lien Project Fund			
TexSTAR	119.66		
Regions Sweep	41,049,874.33		
Agencies	41,342,096.67	82,392,090.66	
		<u>\$ 262,684,533.52</u>	

CTRMA INVESTMENT REPORT

Month Ending 3/31/13						Rate
Balance 3/1/2013	Additions	Discount Amortization	Accrued Interest	Withdrawals	Balance 3/31/2013	Mar 13
Amount in Trustee TexStar						
2011 Sub Lien Construction Fund			398.25		4,168,271.55	0.124%
2011 Senior Lien Construction Fund					119.66	0.124%
2010 Senior Lien Construction Fund					1.19	0.124%
2010-1 Sub Lien Projects			78.79	2,573.57	822,865.85	0.124%
General Fund					53.78	0.124%
Trustee Operating Fund	1,000,000.00		145.95	600,000.00	1,801,755.34	0.124%
Renewal and Replacement			63.16		661,044.88	0.124%
TxDOT Grant Fund			518.25		5,424,395.32	0.124%
Revenue Fund					1.00	0.124%
Senior Lien Debt Service Reserve Fund			1,201.05		12,570,680.73	0.124%
2010 Senior Lien DSF					0.15	0.124%
2010 Senior Lien Debt Service Reserve Fund			531.27		5,560,468.54	0.124%
2010-2Sub Lien Debt Service Reserve Fund			74.48		779,525.09	0.124%
2010-1Sub Lien Debt Service Reserve Fund			182.62		1,911,568.36	0.124%
2010 Senior Lien Capitalized Interest			0.01		487.87	0.124%
2010-2 Sub Liien Capitalized Interest					33.69	0.124%
33,300,652.74	1,000,000.00	0.00	3,193.83	602,573.57	33,701,273.00	
Amount in TexStar Operating Fund						
145,790.70	600,000.00		13.93	600,000.00	145,804.63	0.124%

CTRMA INVESTMENT REPORT

Month Ending 3/31/13						
Balance 3/1/2013	Additions	Discount Amortization	Accrued Interest	Withdrawals	Balance 3/31/2013	Rate
Regions Sweep Money Market Fund						
Operating Fund	2.18	1,000,000.00			1,000,000.00	2.18
2010-1 Sub Lien Project Acct	0.00	2,573.57			2,573.57	0.00
2010 Senior Lien Project Acct	2,913,023.67		340.96	120,355.21	2,793,009.42	0.150%
2011 Sub Lien Project Acct	493,815.78	18,000,000.00	393,806.82		18,887,622.60	0.150%
2011 Senior Lien Project Acct	37,405,579.88	7,750,000.00	263,451.33	4,369,156.88	41,049,874.33	0.150%
2011 Sr Financial Assistance Fund	31.73	7,500,000.00		7,500,000.00	31.73	0.150%
2005 Debt Service Fund	1,721,545.04	860,729.17	148.57		2,582,422.78	0.150%
2010 Senior DSF	573,870.15	286,925.00	49.53		860,844.68	0.150%
2011 Senior Lien Debt Service Acct	0.33				0.33	0.150%
2010-1 Debt Service Fund	441,165.02	220,390.63	38.08		661,593.73	0.150%
Subordinate Lien TIFIA DS Fund	634,223.38	317,096.50	54.74		951,374.62	0.150%
2010-2 BABs Supplemental Security	0.00				0.00	0.150%
2010-2 Debt Service Fund	273,837.07	57,154.26	28.22		331,019.55	0.150%
2010-2 Cap I Fund	0.01				0.01	0.150%
2010 CAP Interest Senior lien	0.07				0.07	0.150%
2011 Sr Cap I Fund	37,572.07		4.32		37,576.39	0.150%
2011 Sub Debt CAP I	574.17		0.07		574.24	0.150%
2010-1 Sub lien BABs supplemental Security	20.50				20.50	0.150%
TxDOT Grant Fund	37,544.85		4.32		37,549.17	0.150%
Renewal and Replacement	0.66				0.66	0.150%
Revenue Fund	1,352,949.11	2,734,259.46	149.33	2,950,156.46	1,137,201.44	0.150%
General Fund	4,560,382.59	2,690,603.38	500.28	568,554.09	6,682,932.16	0.150%
2010 Senior Debt Service Reserve Fund	43,915.41		21,942.55		65,857.96	0.150%
2010-1 Debt Service Reserve Fund	15,000.01		0.86		15,000.87	0.150%
2010-2 Debt Service Reserve Fund	203,911.66		23.46		203,935.12	0.150%
2011 Sub Debt Debt Service Reserve Fund	2,021,609.33		355.91		2,021,965.24	0.150%
2005 Senior Lien Debt Service Reserve Fund	35,000.78		21,749.43		56,750.21	0.150%
MoPac Managed Lane Construction Fund	16,316,894.38		1,895.06	277,207.97	16,041,581.47	0.150%
	69,082,469.83	41,419,731.97	0.00	704,543.84	16,788,004.18	94,418,741.46
Amount in Fed Agencies and Treasuries						
Amortized Principal	144,569,928.61		(151,214.18)		18,000,000.00	126,418,714.43
Accrued Interest				177,793.20		
	144,569,928.61	0.00	(151,214.18)		18,000,000.00	126,418,714.43

Rate
Mar 13

Regions Sweep Money Market Fund

Amount in Fed Agencies and Treasuries

CTRMA INVESTMENT REPORT

Month Ending 3/31/13					
Balance 3/1/2013	Additions	Discount Amortization	Accrued Interest	Withdrawals	Balance 3/31/2013
Certificates of Deposit	3,000,000.00	5,000,000.00		0.00	8,000,000.00
Total in Pools	33,446,443.44	1,600,000.00		3,207.76	33,847,077.63
Total in Money Market	69,082,469.83	41,419,731.97		704,543.84	94,418,741.46
Total in Fed Agencies	144,569,928.61	0.00	(151,214.18)	18,000,000.00	126,418,714.43
Total Invested	250,098,841.88	48,019,731.97	(151,214.18)	707,751.60	35,990,577.75
					262,684,533.52

Rate
Mar 13

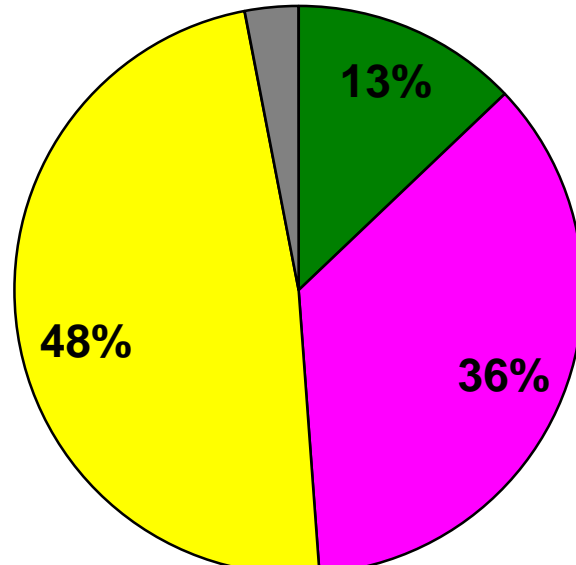
Certificates of Deposit
Total in Pools
Total in Money Market
Total in Fed Agencies

Total Invested

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

William Chapman, CFO

Allocation of Funds



■ Total in Pools

■ Total in Money Market

■ Total in Fed Agencies

■ Total in CD's

Amount of investments As of March 31, 2013

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
San Antonio Water Utilities	79642BLN1	190,000.00	190,000.00	190,224.20	1.4570%	11/23/2010	5/15/2013	2010-2 DSRF
Freddie Mac	3134G2U42	1,000,000.00	1,000,000.00	1,001,210.00	0.3750%	3/15/2012	10/15/2013	TxDOT Grant Fund
Federal Home loan Bank	3137EABM0	2,473,720.78	2,338,340.19	2,340,218.85	0.3930%	6/29/2011	6/28/2013	2011 Sub Debt CAP I
Federal Home loan Bank	3134A4UL6	2,326,924.30	2,357,615.54	2,351,229.28	0.6300%	6/29/2011	11/15/2013	2011 Sub Debt CAP I
Federal Home loan Bank	3134A4UL6	8,794,454.76	8,928,806.85	8,905,206.24	0.7190%	6/29/2011	11/15/2013	2011 Sr Debt CAP I
Federal Home loan Bank	3137EABM0	9,351,457.81	8,853,182.22	8,862,355.30	0.4830%	6/29/2011	6/28/2013	2011 Sr Debt CAP I
Davis Cnty Utah Sch Dist	239019UK6	1,397,056.00	1,325,257.00	1,325,204.40	0.2300%	2/9/2012	6/1/2013	2011 SR DSRF
Fannie Mae	31398A3L4	3,883,198.70	3,843,299.67	3,847,656.30	0.2605%	2/7/2012	9/17/2013	2005 Sr DSRF
Fannie Mae	31398A3L4	3,954,171.00	3,913,542.75	3,917,979.00	0.2605%	2/7/2012	9/17/2013	2010 Sr DSRF
Federal Home Loan Bank	3133XR88	7,370,650.00	7,123,550.00	7,118,300.00	0.2990%	3/30/2012	9/6/2013	2011 Sr Project
Federal Home Loan Bank	313378U41	12,009,480.00	12,003,686.67	12,012,480.00	0.2970%	3/30/2012	9/30/2013	2011 Sr Project
Freddie Mac	3134G3BF6	12,054,960.00	12,020,610.00	12,037,320.00	0.3592%	3/30/2012	12/23/2013	2011 Sr Project
Federal Home Loan Bank	313376KS3	25,047,750.00	25,007,958.33	25,012,500.00	0.2440%	3/30/2012	6/21/2013	2011 Sub Project
Fannie Mae	31359MRG0	MATURED	MATURED	MATURED	0.1950%	3/30/2012	3/15/2013	2011 Sub Project
Federal Home Loan Bank	3133XWKV0	10,388,500.00	10,194,250.00	10,209,600.00	0.3791%	3/30/2012	3/14/2014	2011 Sr Project
Freddie Mac	3137EADD8	1,004,940.00	1,004,149.60	1,003,910.00	0.2290%	12/3/2012	4/17/2015	2010-1 DSRF
Northside ISD	66702RAG7	1,057,700.00	1,044,236.67	1,050,800.00	0.3580%	12/5/2012	2/15/2015	2010-1 DSRF
Fannie Mae	3135G0BY8	8,081,952.00	8,075,249.14	8,070,720.00	0.2150%	2/8/2013	8/28/2014	2005 DSRF
Fannie Mae	313560TW3	4,999,250.00	4,999,300.00	4,994,350.00	0.4060%	2/8/2013	7/30/2015	2006 DSRF
Federal Home Loan Bank	313371W51	12,217,422.00	12,195,679.80	12,175,080.00	0.2646%	2/8/2013	12/12/2014	2007 DSRF
		<u>101,247,263.35</u>	<u>126,418,714.43</u>	<u>126,426,343.57</u>				

Agency	CUSIP #	COST	Cumulative Amortization	3/31/2013		Interest Income March 31, 2013		
				Book Value	Maturity Value	Accrued Interest	Amortization	Interest Earned
San Antonio Water Utilities	79642BLN1	190,000.00	0.00	190,000.00	190,000.00	230.69		230.69
Freddie Mac	3134G2U42	1,000,000.00	-	1,000,000.00	1,000,000.00	312.50		312.50
Federal Home loan Bank	3137EABM0	2,473,720.78	135,380.59	2,338,340.19	2,319,000.00	7,246.88	(6,446.70)	800.18
Federal Home loan Bank	3134A4UL6	2,326,924.30	30,691.24	2,357,615.54	2,362,000.00		1,461.49	1,461.49
Federal Home loan Bank	3134A4UL6	8,794,454.76	134,352.09	8,928,806.85	8,946,000.00		6,397.72	6,397.72
Federal Home loan Bank	3137EABM0	9,351,457.81	498,275.59	8,853,182.22	8,782,000.00	27,443.75	(23,727.41)	3,716.34
Davis Cnty Utah Sch Dist	239019UK6	1,397,056.00	71,799.00	1,325,257.00	1,315,000.00	5,479.17	(5,128.50)	350.67
Fannie Mae	31398A3L4	3,883,198.70	39,899.03	3,843,299.67	3,830,000.00	3,590.63	(2,216.61)	1,374.02
Fannie Mae	31398A3L4	3,954,171.00	40,628.25	3,913,542.75	3,900,000.00	3,656.25	(2,257.13)	1,399.12
Federal Home Loan Bank	3133XR88	7,370,650.00	247,100.00	7,123,550.00	7,000,000.00	23,333.33	(20,591.70)	2,741.63
Federal Home Loan Bank	313378U41	12,009,480.00	5,793.33	12,003,686.67	12,000,000.00	3,500.00	(526.67)	2,973.33
Freddie Mac	3134G3BF6	12,054,960.00	34,350.00	12,020,610.00	12,000,000.00	6,250.00	(2,290.00)	3,960.00
Federal Home Loan Bank	313376KS3	25,047,750.00	39,791.67	25,007,958.33	25,000,000.00	8,333.33	(2,652.78)	5,680.55
Fannie Mae	31359MRG0	MATURED	MATURED	MATURED	18,000,000.00	65,625.00	(59,655.00)	5,970.00
Federal Home Loan Bank	3133XWKV0	10,388,500.00	194,250.00	10,194,250.00	10,000,000.00	19,791.67	(16,187.50)	3,604.17
Freddie Mac	3137EADD8	1,004,940.00	790.40	1,004,149.60	1,000,000.00	500.00	(197.60)	302.40
Northside ISD	66702RAG7	1,057,700.00	13,463.33	1,044,236.67	1,000,000.00	2,500.00	(1,923.33)	576.67
Fannie Mae	3135G0BY8	8,081,952.00	6,702.86	8,075,249.14	8,000,000.00	5,833.33	(4,426.42)	1,406.91
Fannie Mae	313560TW3	4,999,250.00	(50.00)	4,999,300.00	500,000.00	1,666.67	25.00	1,691.67
Federal Home Loan Bank	313371W51	12,217,422.00	21,742.20	12,195,679.80	12,000,000.00	15,000.00	(10,871.10)	4,128.90
		<u>127,603,587.35</u>	<u>1,514,959.58</u>	<u>126,418,714.43</u>	<u>139,144,000.00</u>	<u>177,793.20</u>	<u>(151,214.24)</u>	<u>41,851.48</u>

March 31, 2013

Certificates of Deposit Outstanding

Bank	CUSIP #	COST	Yield to Maturity	Purchased	Matures	March 31, 2013 Interest	FUND
Compass Bank	CD9932129	3,000,000	0.35%	8/27/2012	2/27/2014	\$ 863.01	TxDOT Grant Fund
Compass Bank	CD 02636	5,000,000	0.35%	2/5/2013		\$ 1,458.33	2011 Sub DSRF
		<u>8,000,000</u>				<u>\$ 2,321.34</u>	



Monthly Newsletter - March 2013

Performance

As of March 31, 2013

Current Invested Balance	\$5,635,357,483.25
Weighted Average Maturity (1)	52 Days
Weighted Average Maturity (2)	59 Days
Net Asset Value	1.000126
Total Number of Participants	770
Management Fee on Invested Balance	0.05%*
Interest Distributed	\$811,966.84
Management Fee Collected	\$249,752.08
% of Portfolio Invested Beyond 1 Year	0.00%
Standard & Poor's Current Rating	AAAm

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

March Averages

Average Invested Balance	\$5,881,101,026.63
Average Monthly Yield, on a simple basis	0.1125%
Average Weighted Average Maturity (1)*	52 Days
Average Weighted Average Maturity (2)*	60 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 March:

- ★ Advantage Academy
- ★ Harris County

Program Information

Please be advised that the deadline for internal transfer transactions between TexSTAR accounts has been changed to 4:00 p.m. CST. This makes the deadline for internal transfers consistent with the deadline for wire and ACH transactions and with the TexSTAR fund closing time of 4 p.m. CST. For additional information, contact TexSTAR Participant Services at 800.839.7827.

Economic Commentary

As events in the first quarter in both the U.S. and Europe threatened to derail the rally in risk assets, accommodative support from central banks benefited U.S. stock markets, which reached multi-year highs. The Standard & Poor's 500 Index gained 10.6% for the quarter and closed at a record high for the first time since 2007. In the U.S., lawmakers were able to avert the potential cliff in fiscal spending at the beginning of the year and markets were resilient despite additional concerns regarding automatic spending cuts, referred to as sequestration. U.S. markets experienced some weakness when minutes of the January Fed meeting revealed that the current \$85 billion in monthly bond purchases may be scaled back earlier than anticipated. However, markets rebounded again when Fed Chairman Bernanke made several statements during the quarter that defended the asset purchase program and maintained the Fed's accommodative policy dependence on economic data. While the pace of asset purchases may not remain at \$85 billion per month all year, the Fed made it clear that policy will stay accommodative for a very long time. The U.S. economy displayed signs of resilience in the first quarter, despite headwinds from fiscal policy. With the decline in the savings rate and the phasing in of sequestration cuts, it remains to be seen if this positive momentum can be sustained. The personal savings rate is at its lowest level since late 2007 and explains the continued strength in personal spending in the face of higher taxes. Measures of consumer confidence turned lower in the first quarter as the combination of increased taxes, sequestration headlines, and higher gasoline prices overwhelmed strong equity market performance.

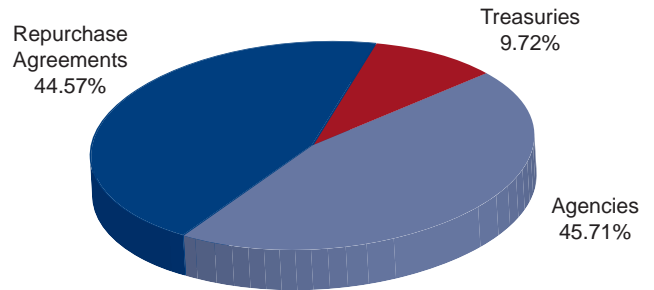
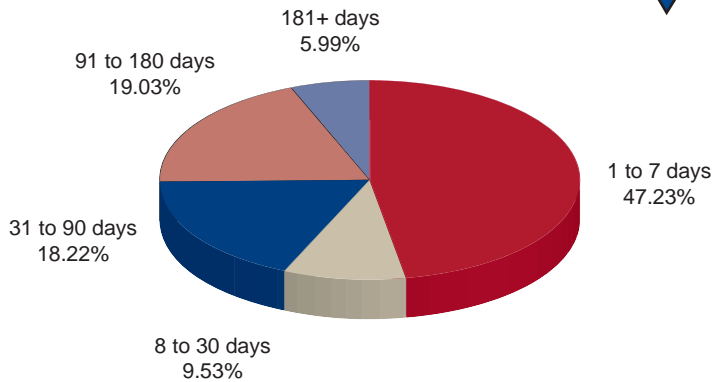
Accommodative central bank policy appears to be working. In the U.S., the wealth effect of improving financial markets and housing prices seems to be offsetting the impact of fiscal cuts and higher energy prices. While problems in Europe are not resolved, it is clear that policymakers have calmed markets. Geopolitical risks, such as the dissolution of civil society in the Middle East, nuclear arms threat in Iran and North Korea and the potential for trade friction between China and Japan could also derail the currently favorable environment for risk assets. It is anticipated that the Fed will continue to purchase \$85 billion of securities per month through 2013. Only significantly stronger economic growth would change this view. It is believed highly accommodative monetary policy and below trend growth will still be the best environment for financial asset prices.

This information is an excerpt from an economic report dated March 2013 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

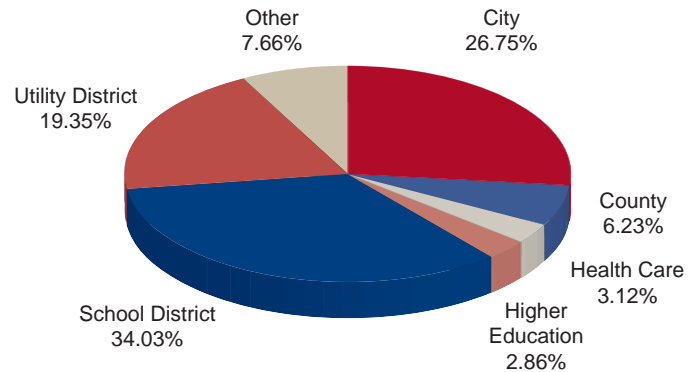
For more information about TexSTAR, please visit our web site at www.texstar.org.

Information at a Glance

Portfolio by Type of Investment As of March 31, 2013



Portfolio by Maturity As of March 31, 2013



Distribution of Participants by Type As of March 31, 2013

Historical Program Information

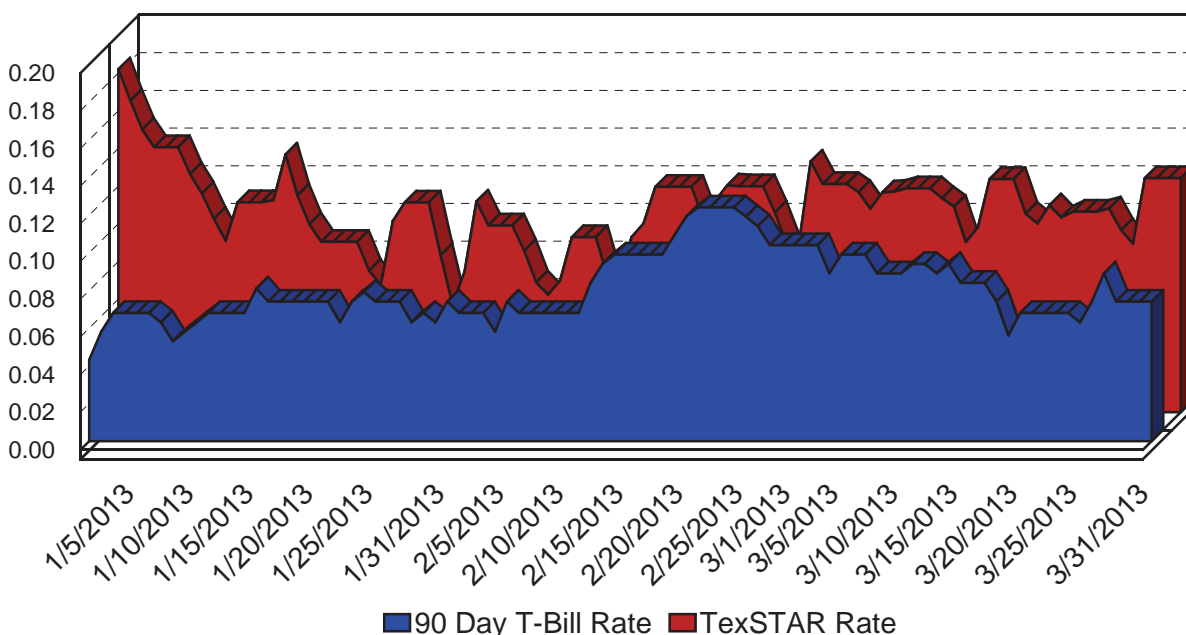
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Mar 13	0.1125%	\$5,635,357,483.25	\$5,636,069,051.83	1.000126	52	60	770
Feb 13	0.0996%	6,248,843,373.19	6,249,277,988.81	1.000069	51	58	768
Jan 13	0.1103%	6,030,821,287.69	6,031,600,682.90	1.000129	48	57	767
Dec 12	0.1647%	5,411,874,896.68	5,412,541,199.28	1.000123	49	60	767
Nov 12	0.1720%	4,745,368,285.66	4,745,870,906.22	1.000105	51	63	765
Oct 12	0.1746%	4,755,942,789.56	4,756,394,096.44	1.000094	45	60	763
Sep 12	0.1574%	4,659,065,730.90	4,659,684,743.38	1.000132	46	63	759
Aug 12	0.1326%	4,724,281,980.85	4,724,862,450.42	1.000122	49	67	759
Jul 12	0.1359%	5,189,684,471.14	5,190,308,464.19	1.000120	46	66	757
Jun 12	0.1379%	4,983,255,681.46	4,983,767,166.12	1.000102	48	70	756
May 12	0.1273%	5,178,606,480.90	5,179,224,581.51	1.000119	47	70	754
Apr 12	0.1098%	5,255,005,296.99	5,255,613,981.07	1.000115	46	69	752

Portfolio Asset Summary as of March 31, 2013

	Book Value	Market Value
Uninvested Balance	\$ 25,328,946.22	\$ 25,328,946.22
Accrual of Interest Income	2,023,047.10	2,023,047.10
Interest and Management Fees Payable	(900,965.29)	(900,965.29)
Payable for Investment Purchased	(24,996,893.00)	(24,996,893.00)
Repurchase Agreement	2,511,020,000.00	2,511,020,000.00
Government Securities	3,122,883,348.22	3,123,594,916.80
Total	\$ 5,635,357,483.25	\$ 5,636,069,051.83

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 March 2013

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
3/1/2013	0.1211%	0.000003317	\$6,054,114,018.77	1.000075	53	61
3/2/2013	0.1211%	0.000003317	\$6,054,114,018.77	1.000075	53	61
3/3/2013	0.1211%	0.000003317	\$6,054,114,018.77	1.000075	53	61
3/4/2013	0.1168%	0.000003199	\$6,022,767,037.76	1.000079	53	61
3/5/2013	0.1079%	0.000002955	\$6,045,095,193.49	1.000094	53	61
3/6/2013	0.1166%	0.000003194	\$6,033,744,311.35	1.000097	53	61
3/7/2013	0.1170%	0.000003205	\$5,981,633,410.04	1.000097	53	60
3/8/2013	0.1188%	0.000003255	\$6,071,992,804.64	1.000093	51	58
3/9/2013	0.1188%	0.000003255	\$6,071,992,804.64	1.000093	51	58
3/10/2013	0.1188%	0.000003255	\$6,071,992,804.64	1.000093	51	58
3/11/2013	0.1135%	0.000003110	\$6,022,426,848.45	1.000088	51	58
3/12/2013	0.1090%	0.000002986	\$5,992,173,514.19	1.000082	50	57
3/13/2013	0.0902%	0.000002471	\$5,964,785,536.63	1.000090	50	57
3/14/2013	0.0980%	0.000002684	\$5,949,282,868.86	1.000102	50	57
3/15/2013	0.1237%	0.000003389	\$5,940,322,277.35	1.000101	48	55
3/16/2013	0.1237%	0.000003389	\$5,940,322,277.35	1.000101	48	55
3/17/2013	0.1237%	0.000003389	\$5,940,322,277.35	1.000101	48	55
3/18/2013	0.1053%	0.000002884	\$5,884,196,633.01	1.000110	53	60
3/19/2013	0.1001%	0.000002742	\$5,859,585,325.75	1.000113	56	63
3/20/2013	0.1097%	0.000003005	\$5,822,840,091.25	1.000112	57	64
3/21/2013	0.1033%	0.000002830	\$5,774,139,605.45	1.000110	56	63
3/22/2013	0.1064%	0.000002914	\$5,709,828,441.37	1.000104	55	62
3/23/2013	0.1064%	0.000002914	\$5,709,828,441.37	1.000104	55	62
3/24/2013	0.1064%	0.000002914	\$5,709,828,441.37	1.000104	55	62
3/25/2013	0.1081%	0.000002963	\$5,721,788,292.10	1.000112	54	61
3/26/2013	0.0966%	0.000002646	\$5,700,938,184.71	1.000110	53	60
3/27/2013	0.0893%	0.000002446	\$5,668,532,413.02	1.000122	54	61
3/28/2013	0.1242%	0.000003402	\$5,635,357,483.25	1.000126	52	59
3/29/2013	0.1242%	0.000003402	\$5,635,357,483.25	1.000126	52	59
3/30/2013	0.1242%	0.000003402	\$5,635,357,483.25	1.000126	52	59
3/31/2013	0.1242%	0.000003402	\$5,635,357,483.25	1.000126	52	59
Average	0.1125%	0.000003082	\$5,881,101,026.63		52	60

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



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



J.P.Morgan
Asset Management



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #15 SUMMARY

Presentation on preliminary FY 2014 Budget
for the Mobility Authority

Strategic Plan Relevance: Regional Mobility

Department: Finance

Associated Costs:

Funding Source:

Board Action Required: NO

Description of Matter:

Presentation on the FY 2014 Budget.

Attached documentation for reference:

Draft Budget for FY 2014

Contact for further information:

Bill Chapman, Chief Financial Officer

Cindy Demers, Controller



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #16 SUMMARY

Quarterly Briefing on the MoPac
Improvement Project.

Strategic Plan Relevance: Regional Mobility

Department: Engineering

Associated Costs: N/A Briefing Only

Funding Source: N/A

Board Action Required: No

Description of Matter:

The report is an account of the activities on the MoPac Improvement Project from January through March, 2013.

Reference documentation:

GEC Quarterly Activities Report and Board Presentation

Contact for further information:

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



◀◀ MOPAC
IMPROVEMENT
PROJECT ▶▶

QUARTERLY PROGRESS REPORT

No. 10 | April 2013

EXPRESS LANES SLATED FOR CONSTRUCTION IN 2013





CENTRAL TEXAS
Regional Mobility Authority

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EXECUTIVE DIRECTOR

Mike Heiligenstein

**GENERAL ENGINEERING
CONSULTANT (GEC)**



**DESIGN/BUILD
CONTRACTOR**



PROJECT PARTNERS



MOPAC IMPROVEMENT PROJECT

QUARTERLY PROGRESS REPORT No. 10

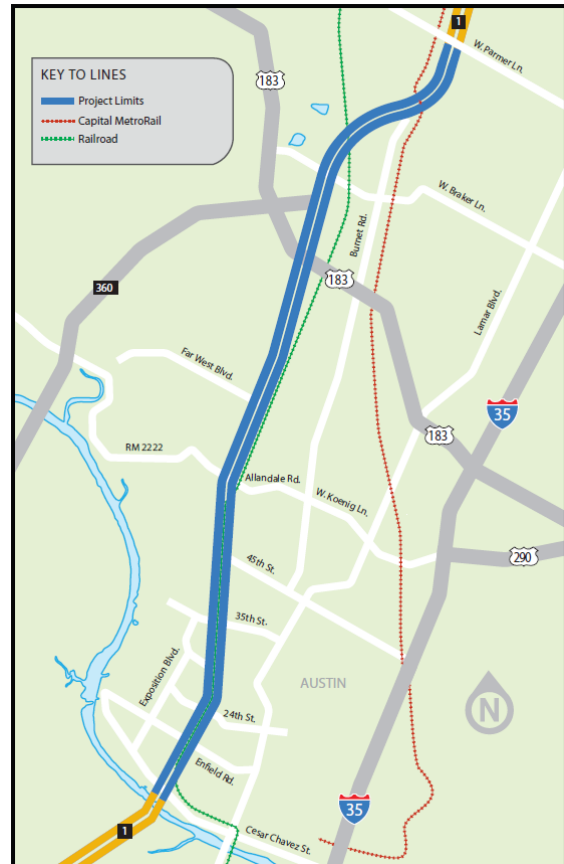
PROJECT DESCRIPTION

The MoPac Improvement Project is an effort to address the mobility problem in this corridor. The project takes into account the needs of drivers, transit riders, pedestrians, bicyclists, and the concerns of surrounding neighbors. The Project was environmentally cleared in August of 2012. In late 2013, the Design/Build Contractor, selected by the Central Texas Regional Mobility Authority (Mobility Authority), is scheduled to begin construction. The Project will add one Express Lane in each direction along an approximately 11 miles stretch of MoPac from Cesar Chavez Street in downtown Austin to Parmer Lane north of Austin within existing right of way. The Project will be built in cooperation with the Texas Department of Transportation (TxDOT), the Capital Area Metropolitan Planning Organization (CAMPO), the City of Austin, Capital Metro (CapMetro), and the Federal Highway Administration (FHWA).

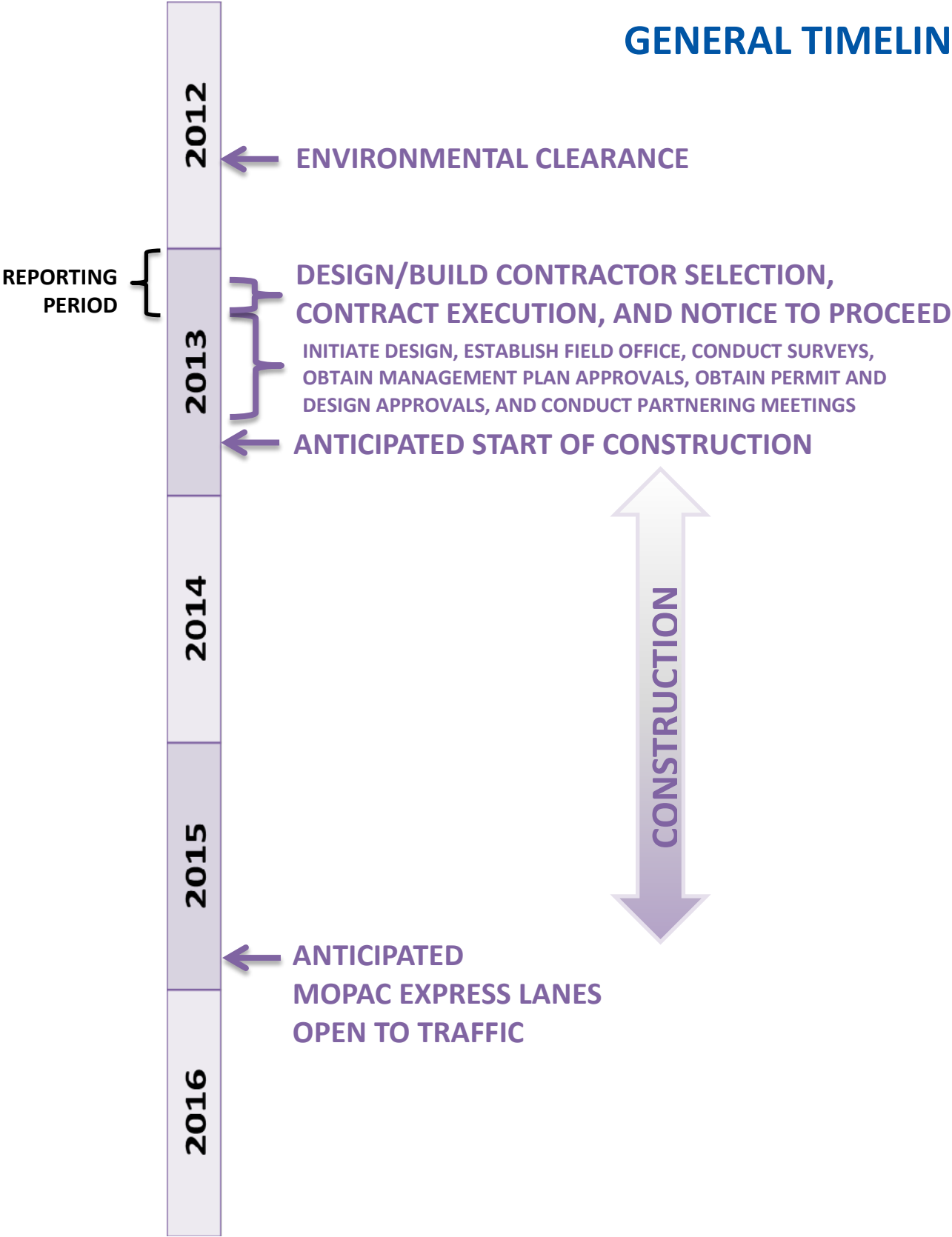
The Express Lanes will be located in the middle of the MoPac corridor separated from the existing general purpose lanes by a four to five foot wide striped buffer zone with flexible pylons. While this addition of lanes will require widening of the pavement, the Express Lanes project requires no property acquisition and all existing non-toll general purpose lanes and UPRR corridor will remain.

In addition to the Express Lanes, the MoPac Improvement Project will include: sound walls; a Collector/Distributor road under Steck Avenue; aesthetic enhancements and significant landscaping; bicycle and pedestrian improvements including two shared-use paths; full mainlane overlay with special (PFC) pavement which serves as a wet weather safety improvement measure; enhanced incident management (cameras and traffic data collection); and a significant community relations effort. The Mobility Authority has entered into a contract with CH2M HILL to design and build the MoPac Improvement Project.

This report describes the status of the MoPac Improvement Project and documents the activities accomplished from January 2013 through March 2013.



GENERAL TIMELINE



UPDATES

Here are some updates about the project:

UPCOMING ANTICIPATED MILESTONES

- **April 2013:** Mobility Authority executes the Design/Build contract with the Design/Build Contractor (CH2M HILL).
- **Spring/Summer 2013:** The team will establish a field office, conduct partnering meetings, initiate design, obtain permits, develop agreements, complete field surveys, and obtain design acceptance prior to construction
- **Summer 2013:** Targeted community outreach will occur for anticipated design revisions
- **Fall 2013:** Ground Breaking/construction begins
- **Late 2015:** The MoPac Express Lanes open to traffic

After the Design/Build Contractor's schedule is finalized and approved, key milestones will be identified and provided to the Board and the public, including when construction will officially begin, sound wall construction completion, and any major planned lane closures.

ACTIVITIES

The following activities have been accomplished by the Mobility Authority and its consultants during the reporting period.

DESIGN/BUILD (D/B) CONTRACTOR PROCUREMENT

- **RFDP:** In February 2013, the Mobility Authority Board of Directors approved the award of the apparent best value Proposer, CH2M HILL Engineers, Inc., an international engineering and construction firm, as the Design/Build Contractor for the Project. Their lump sum proposal price of approximately \$137M includes opening the Express Lanes in late 2015. Staff commenced negotiations and finalization of the Design/Build Contract with CH2M HILL.
- **Expiration of FHWA Limitation of Claims:** Following their August 23, 2012 FONSI issuance, FHWA issued a "139(l)" public notice of limitation of claims seeking judicial review on September 11, 2012. This 180-day statute of limitations period expired on March 10, 2013.
- **Public Hearing on Design/Build Contract with CH2M HILL:** In accordance with state statute, the Mobility Authority conducted a public hearing at their March 27, 2013 Board of Directors meeting to respond to comments and questions pertaining to the proposed Design/Build Contract with CH2M HILL.
- **D/B Notice to Proceed (NTP):** Execution of the Design/Build Contract and NTP for design and construction can occur as soon as the D/B Contract is finalized and approved by TxDOT/FHWA. This is anticipated to occur in April 2013.

PUBLIC INVOLVEMENT AND COMMUNITY OUTREACH

- **Director of Community Relations:** The Mobility Authority has assigned Steve Pustelnyk, current Director of Communications, to serve as the Project's new Director of Community Relations. This high visibility project will require the public outreach expertise that Steve has demonstrated his entire career with the Mobility Authority. In this new role, Steve will lead all community outreach

activities regarding construction, with the assistance of the Design/Build Contractor's Community Relations Specialist and the Mobility Authority's Communications Team.

- **Pre-Construction Communications Plan:** As construction approaches, there will be an increasing effort to update the public on what to expect during final design and construction. The Mobility Authority is finalizing the communication plan and public information efforts. The plan includes developing materials (Frequently Asked Questions, fact sheets, and presentations) for staff to present to elected officials, public agency staff, and key corridor stakeholders. The Project website, MoPacExpress.com, is also being updated with changes going live in summer 2013.
- **Public outreach related to design revisions:** CH2M HILL's proposal included modifications to the MoPac Improvement Project that will require a minor re-evaluation of the portions of the environmental assessment impacted by the design revision. This process will include some additional community outreach to the neighbors potentially impacted by these changes, and will take place starting the summer of 2013.
- **Customer Satisfaction Survey:** In February 2013, the Mobility Authority conducted survey research for the purpose of providing a baseline of performance measures for the MoPac Improvement Project, including customers' perspectives on time savings, reliability, safety, and aesthetics. The survey results include data regarding the traveling public's general level of satisfaction of MoPac, their current habits related to traveling on MoPac, and existing perceptions of MoPac. In addition to providing a baseline of customer satisfaction with the current MoPac corridor, the survey results will assist the team in recommending potential key messages during construction and after the project is open to traffic. After the project is completed, a follow up survey will be completed to compare performance measures for the MoPac Improvement Project with these benchmarked results.

PROJECT STATUS / AGENCY COORDINATION

- **TxDOT Project Development Agreement (PDA):** The Texas Transportation Commission approved the PDA in January 2013 and it was executed in March. The PDA clarifies the roles of TxDOT and the Mobility Authority for the Project's final design, construction, operations, and maintenance.
- **Railroad Agreements:** The preparation of construction and maintenance agreements with UPRR and CapMetro Rail has been initiated. Locations where work occurs within or near railroad right of way requires these agreements to be in place prior to commencing construction.
- **Agency Coordination:** The Project Team has conducted kickoff meetings with Austin Energy, TxDOT oversight team, and UPRR which generally covered:
 1. Status of the Project
 2. Anticipated Schedule for Design and Construction
 3. General Project Details
 4. General Communications Plan
 5. Anticipated upcoming Partnering Workshops with CH2M HILL

Similar kickoff meetings are planned in April with City of Austin, CapMetro, and other utilities.

SCHEDULE

The overall Project remains on schedule. Design/Build Contractor Procurement will conclude with the execution of the contract with CH2M HILL in April 2013. The anticipated start of design is Spring 2013 and construction could begin in Fall 2013. The facility is anticipated to be open to traffic by late 2015.

SCHEDULE RISK ASSESSMENT



TxDOT & FHWA Coordination



Procurement of a Design/Build Contractor



Public and Political Opinion



Coordination with UPRR / City of Austin / CapMetro / Austin Energy



Traffic and Revenue – Financing



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #17 SUMMARY

Quarterly Briefing on the Manor Expressway Project.

Strategic Plan Relevance: Regional Mobility given that the Manor Expressway will reduce congestion and improve mobility in the area

Department: Engineering

Associated Costs: Not applicable

Funding Source: Not applicable

Board Action Required: No

Description of Matter:

The report is a comprehensive account of the activities on the Manor Expressway Project during the 1st quarter of 2013

Reference documentation:

Quarterly Progress Report on the Manor Expressway Project - Phases I & II

Contact for further information:

Eric J. Ploch, P.E., Atkins North America, Inc., GEC Program Manager



MANOR EXPRESSWAY PROJECT - PHASES I & II

Quarterly Progress Report



No. 15 | April 2013



ATKINS

Independent Engineering Report



CENTRAL TEXAS
Regional Mobility Authority

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Nikelle S. Meade
David Singleton
Charles Heimsath

Executive Director

Mike Heiligenstein

General Engineering Consultant (GEC)

ATKINS

Phase I Construction Contractor

webber

Phase II Design-Build Developer



MANOR EXPRESSWAY PROJECT - PHASES I & II
Quarterly Progress Report
 No. 15
 April 2013



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INTRODUCTION

This report documents and describes both Phase I and Phase II of the Manor Expressway Project during the period from December 26, 2012 to March 25, 2013. This Project is being developed and constructed by the Central Texas Regional Mobility Authority (“Mobility Authority”). The Project is funded by a combination of American Recovery and Reinvestment Act of 2009 funds, a State Infrastructure Bank loan, Series 2011 Senior Lien Bonds, Series 2011 Subordinate Lien Bonds, TxDOT grant funds, and Mobility Authority funds.

PROJECT DESCRIPTION

The Manor Expressway Project is an approximately 6.2-mile toll project located in Travis County along the existing U.S. Highway (US) 290 corridor between US 183 and just east of State Highway (SH) 130. This project will upgrade the existing US 290 four-lane divided highway to a controlled access highway facility with three tolled mainlanes and three non-tolled frontage lanes in each direction. The tolled mainlanes will provide grade-separated access through several local intersections that currently experience significant congestion throughout the day, and will provide a more expeditious route to traverse the US 290 corridor. Local traffic will continue to access adjacent properties by use of non-tolled frontage roads and signalized intersections at cross streets. The Manor Expressway Project also includes four direct connectors at the US 183 interchange that will allow for continuous movement from the US 183 interchange to the Manor Expressway Project.

The Manor Expressway Project is being implemented in three phases as shown on Figure 1 and described below.

Manor Expressway Project - Phase I

Phase I of the Manor Expressway Project includes completion of four tolled direct connectors and associated pavement at the US 183 interchange that provide direct access to and from the Manor Expressway Project mainlanes. Toll gantries were installed to toll each of the direct connectors. Frontage roads between the US 183 interchange and Cross Park Drive were also constructed in this phase. Access to the westbound direct connectors from the westbound frontage road has been achieved by construction of an entrance ramp located just west of Tuscany Way. Construction of Phase I of the Manor Expressway Project has been completed.

Manor Expressway Project - Phase II

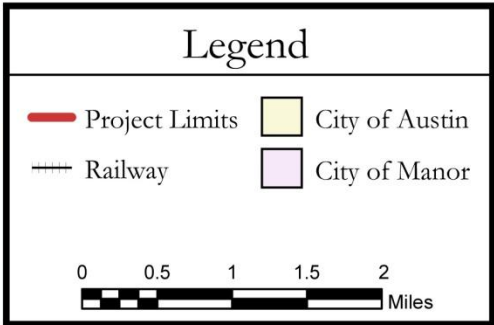
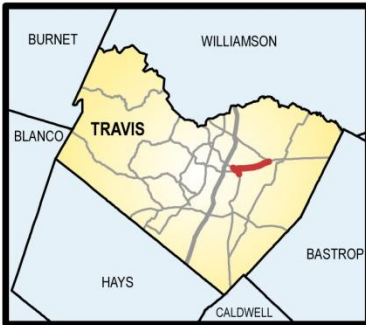
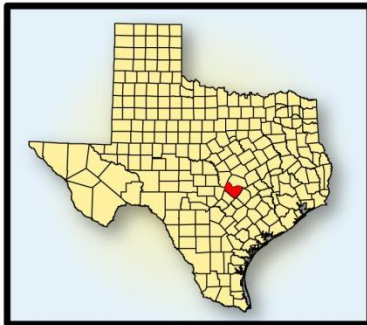
Phase II of the Manor Expressway Project includes completion of the Manor Expressway Project from Phase I at the US 183 interchange to the eastern limits east of SH 130. Three tolled mainlanes and three lane non-tolled frontage roads will be constructed in each direction as well as all associated ramps, auxiliary lanes, toll gantries, and ramp gantries. Phase II of the Manor Expressway Project includes an interim milestone that provides grade-separated intersections at Tuscany Way and Springdale Road so that users of the direct connectors constructed as part

of Phase I can bypass the existing signals at those intersections. These two grade-separated intersections provide for a minimum of two tolled lanes and two-lane non-tolled frontage roads in each direction. The work associated with the interim milestone, the Interim Development Work, has been completed.

Manor Expressway Project - Phase III

Phase III of the Manor Expressway Project includes construction of the seven remaining direct connectors at the SH 130 interchange. The Mobility Authority has no current plans to design or construct these direct connectors at this time. Phase III of the Manor Expressway Project will be developed as traffic conditions warrant and funding sources are identified.

Figure 1 - Project Location Map



PHASE I CONSTRUCTION ACTIVITIES

Construction of Phase I of the Manor Expressway Project has been substantially completed. Since the Quarterly Report in January, 2013, the Phase I Contractor, Webber, LLC (“Webber”), and its subcontractors continued work on remaining construction items necessary to be completed to achieve Final Acceptance. None of these remaining items affect the use or operability of the facility. These miscellaneous elements of construction have continued over the past month, and include: pouring mow strips (area paving in certain grassed areas to assist in future mowing operations) at various locations, placing drainage ditches, installing miscellaneous sections of concrete and rock rip rap, repairing minor aesthetic blemishes, and installing some small and large signs. Additionally, maintenance of traffic and erosion control efforts will continue until Final Acceptance of the Project. The Phase I Contractor is currently addressing final punchlist items to achieve Final Acceptance. Accordingly, the Mobility Authority anticipates granting Final Acceptance to the Phase I Contractor in April 2013; therefore, this will be the last report relative to Phase I of the Manor Expressway Project.

PHASE II DEVELOPMENT ACTIVITIES

Since the Quarterly Report in January, 2013, CTMC has made substantial progress on the frontage road construction throughout Phase II of the Manor Expressway Project. CTMC has nearly completed construction of the westbound frontage road from near the eastern terminus of the Phase II Project through the SH 130 interchange. Within this area of construction, the northern half of the Parmer intersection construction has been completed. Further west, CTMC has made substantial progress on the westbound frontage road from Harris Branch Parkway to Crofford Lane. CTMC has placed asphalt concrete over a majority of this section of the westbound frontage road. Near the Giles Road intersection, CTMC has placed temporary pavement along the south side of the existing westbound lanes, shifted traffic onto this temporary pavement, and commenced earthwork for the westbound frontage road. This traffic switch extends from Crofford Lane to the future intersection with Arterial “A”. Construction of the westbound frontage road bridge at the MOKAN crossing has also advanced over the past quarter.

CTMC has also advanced construction of the eastbound frontage road throughout Phase II of the Manor Expressway Project. Since the Quarterly Report in January 2013, CTMC has completed the construction of the eastbound frontage road from the future intersection at Arterial “A” to just west of the Giles Road intersection. Subsequently, CTMC shifted eastbound traffic from the existing eastbound lanes to the newly constructed eastbound frontage road. Construction of the eastbound frontage road between Crofford Lane and the SH 130 interchange continues to progress.

The traffic switch from the existing eastbound lanes to the new eastbound frontage road is evident in the below photos:



December 2012



March 2013

Although the construction focus has been on the frontage road construction, CTMC has advanced construction of select areas of the mainlanes. For instance, construction of the eastbound and westbound mainlanes at the SH 130 interchange continues to progress. The retaining walls and embankment is nearly completed in this location. Additionally, sections of the eastbound mainlanes west of the Giles Road intersection have progressed. However, most of the construction progress on the mainlanes has occurred between the completed Interim Development Work and the intersection with future Arterial "A". CTMC has completed the substructures of the westbound mainlane bridges at Walnut Creek and Tributary #5 to Walnut Creek.

Since the last Quarterly Report in January 2013, CTMC has constructed the intersections at Tuscany Way and Springdale Road. CTMC has also continued to relocate utilities throughout the project, and recently completed the adjustment of a 66" City of Austin water line.

PHASE I PROGRESS PHOTOS

Direct Connectors and Toll Gantries

The Phase I Contractor completed outstanding work items including, large and small sign installation, placement of concrete and rock rip rap, placement of soil retention blankets, and final project grading. The final components for all high mast illumination and underpass lighting were placed. All remaining drainage structures and ditches were installed and all structural painting was completed.



Completed MSE Wall with CTRMA Logo installed on the East to South Direct Connector (Looking Southwest)



Completed North to East Direct Connector (Looking Northwest)



South to East Direct Connector Exit from U.S. 183 Southbound (Looking Southeast)



Repair of minor aesthetic blemishes on the West to South direct connector (Looking West)



Bridge Identification Number installed on the North to West direct connector (Looking Southeast)

PHASE II PROGRESS PHOTOS

Westbound Frontage Road Work

Since the Quarterly Report in January 2013, CTMC has focused efforts on frontage road work. Completion of the frontage roads will allow CTMC to shift traffic so the mainline construction can be completed. CTMC has advanced construction on the westbound frontage roads in multiple locations throughout the Phase II Project.



Placement of prime coat on the cement-treated base near MOKAN (Looking West)



Culvert A & A1 Headwall for the Westbound Frontage Road (Looking Southwest)



Westbound frontage road between Trib #1C and SH 130 (Looking West)



Construction of the westbound frontage road bridge at MOKAN (Looking Northwest)



Westbound frontage road east of SH 130 (Looking East)

PHASE II PROGRESS PHOTOS

Eastbound Frontage Road Work

Since the Quarterly Report in January 2013, CTMC has focused efforts on frontage road work. Completion of the frontage roads will allow CTMC to shift traffic so the mainlane work can be completed. CTMC has advanced construction on the eastbound frontage roads from the Interim Development Work to the eastern terminus of the Phase II Project.



Placement of prime coat on the cement-treated base (Looking East)



Excavation for the eastbound frontage road near Harris Branch Pkwy (Looking West)



Eastbound frontage road opened to traffic near Arterial "A" (Looking East)



Embankment for the eastbound frontage road near Harris Branch Pkwy (Looking East)



Construction of the eastbound frontage road at Gilleland Creek (Looking East)

PHASE II PROGRESS PHOTOS

Mainlane Work

CMTC has been primarily focused on frontage road work over the past three months. However, CTMC has advanced the construction of the mainlanes in select locations throughout the Phase II Project. CTMC will continue mainlane construction in certain areas until traffic is shifted to the frontage roads. At that point, CTMC will construct the remaining mainlane components that cannot currently be constructed due to the location of the current eastbound and westbound traffic.



Approach slab construction for the EBML bridge at Trib #5 (Looking Southeast)



Embankment operations on the eastbound mainlanes at SH 130 (Looking West)



Construction of the westbound mainlane bridge at Walnut Creek (Looking Northwest)



Construction of the westbound mainlane bridge at Trib #5 (Looking East)



Construction of the eastbound mainlane bridge at Arterial "A" (Looking East)

PHASE I PROGRESS

As indicated in Table 1, the Phase I Contractor has completed the work for Phase I of the Manor Expressway Project.

The Phase I Contractor was granted Substantial Completion as of November 30, 2012. Phase I of the Manor Expressway Project was opened to traffic in its entirety by December 22, 2012, in conjunction with the Interim Development Work of Phase II. Based on Change Order #10, March 25, 2013 represents contract chargeable day 887. Subsequently the project reached Substantial Completion 105 days behind the contractual milestone; as of March 25, 2012, the project was 190 days past the contractual Final Acceptance date. However, since Webber, LLC achieved Substantial Completion on November 30, 2012, the construction delays did not impact the scheduled date for commencement of toll revenue collection. The Mobility Authority has issued a final punchlist to the Phase I Contractor. As mentioned previously, the Mobility Authority anticipates that the Phase I Contractor will complete these remaining punchlist items in April 2013; accordingly, the Mobility Authority anticipates granting Final Acceptance to the Phase I Contractor in April 2013.

Table 1 - Phase I Construction Progress

Construction Tasks	% Complete
Excavation/Embankment	100%
Drilled Shafts	100%
Structure Footings	100%
Structure Columns	100%
Structure Column Capitals	100%
Structure Bent Caps	100%
Concrete Beams	100%
Steel Girders	100%
Bridge Deck	100%
Asphalt Paving	100%
Concrete Paving	100%
Electrical/Lighting/Signing	100%
Toll Structures	100%

PHASE II PROGRESS

CTMC has submitted their progressed schedule for the period ending March 25, 2013. Based on an assessment of CTMC's activities and progress, a summary of the construction progress achieved on work tasks through this period is provided in Table 2.

CTMC's latest schedule indicates Substantial Completion of all remaining Development Work on February 7, 2014, on schedule with the current contract requirement. The General Engineering Consultant, Atkins, has performed an independent schedule analysis of the remaining Development Work; this independent schedule analysis indicates that CTMC may complete the Development Work as late as May 2014 if additional resources are not committed to the project. However, Atkins does not currently anticipate that delays to the Substantial Completion of Phase II of the Manor Expressway Project will impact commencement of toll revenue collection. As of March 25, 2013, there were 319 days remaining until contractual Substantial Completion for the Project; CTMC has used 66.6% of the days allotted in the contract for the Development Work.

Table 2 - Phase II Development Progress

Development Tasks	% Complete
Development Design	100%
Utility Coordination	97%
Earthwork	73%
Utility Relocation	79%
Pavement	25%
Structures (Bridges and Retaining Walls)	60%
Drainage	42%
Lighting, Signing, Striping, and Signals	18%
Toll Facility Infrastructure	23%
Toll System Integration	20%
Incidental Construction (Barriers, Sidewalks, Landscaping)	13%

The Manor Expressway Project (Phases I & II) milestones are provided in Table 3.

Table 3 - Schedule of Project Milestones

Task	Date (*Projected)
Selection of Phase I Contractor	January 12, 2010
Phase I NTP Issued	April 27, 2010
Phase I Substantial Completion	November 30, 2012
Phase I Final Acceptance	April 15, 2013*
Phase II Selection of Developer	February 23, 2011
Phase II NTP Issued	June 29, 2011
Phase II Interim Completion (Open to Traffic)	December 22, 2012
Phase II Substantial Completion (Phase II Open to Traffic)	February 7, 2014**
Phase II Final Acceptance	June 7, 2014**

** Based on CTMC's schedule submitted with Draw Request #22 for March 2013 efforts

MANOR EXPRESSWAY PROJECT FINANCIAL SUMMARY

Table 4 shows the overall financial status for the Manor Expressway Project through February 2013. The original budget established for the Project and the expenditures to date are provided. An estimated cost remaining and an estimate at completion is also provided. The Manor Expressway Project is currently projected to be under budget.

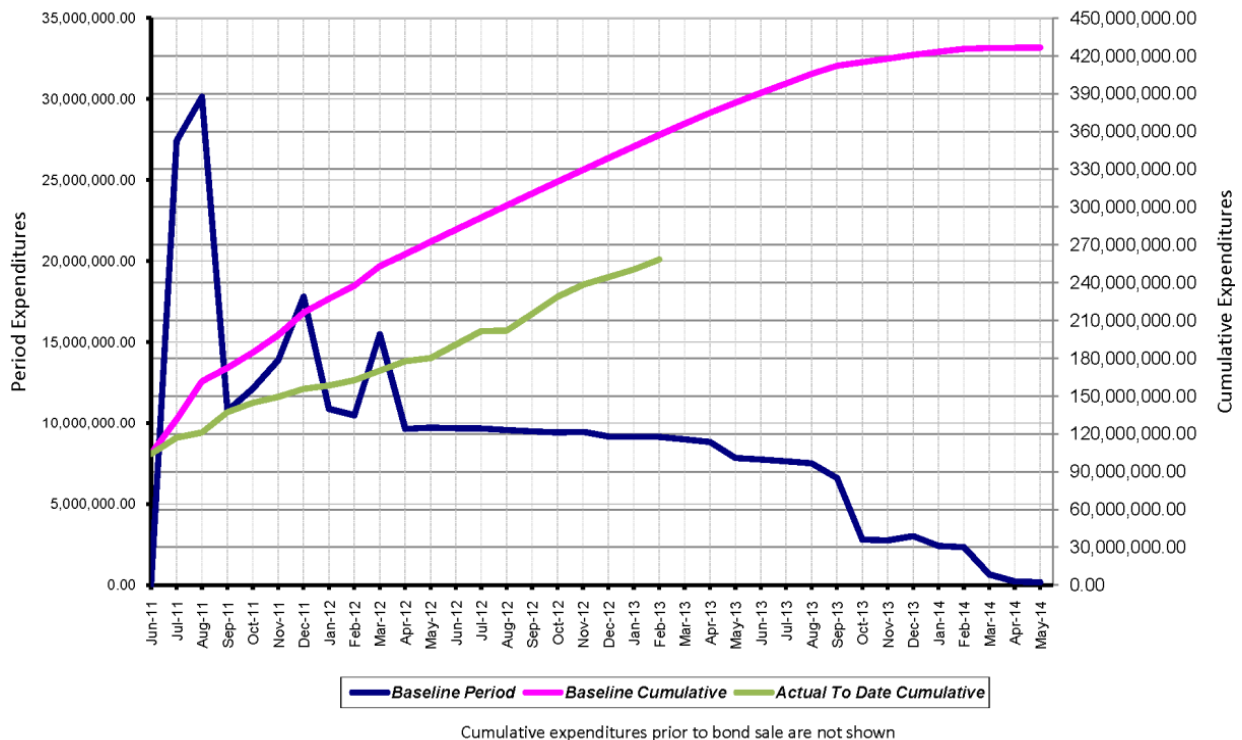
Table 4 - Project Financial Status Summary

Project Description	Original Cost Estimate (\$)	Expenditures to Date (\$)	Estimated Remaining Cost (\$)	Estimate at Completion (\$)
Total Project Cost (Phases I and II)	426,434,773	258,348,920	134,346,218	392,695,138

Note: These costs include Traffic & Revenue analyses costs, Final Engineering costs, Utility Adjustment costs, Construction costs, Toll & ITS costs, GEC costs, Legal costs, and contingencies.

Project Cash Flow Curve - Baseline

Figure 2 - Project Cash Flow Curve (Phase I & Phase II Total Project Costs)



PHASE I CONSTRUCTION FINANCIAL STATUS

The following summary provides the financial status of the Phase I Project.

Original Webber Contract Amount ⁽¹⁾ :	\$ 52,575,545.77
<i>Authorized Changes (Change Order and/or Amendments):</i>	
Change Order No. 1 ⁽¹⁾	\$ 148,122.16
Change Order No. 2 ⁽¹⁾	\$ 265,306.88
Change Order No. 3 ⁽¹⁾	\$ 10,000.00
Change Order No. 4 ⁽¹⁾	\$ 84,710.32
Change Order No. 5 ⁽¹⁾	\$ 84,247.76
Change Order No. 6 ⁽¹⁾	\$ 96,000.00
Change Order No. 7 ⁽¹⁾	\$ 38,039.37
Change Order No. 8 ⁽¹⁾	\$ 182,541.99
Change Order No. 9 ⁽¹⁾	\$ 56,217.67
Change Order No. 10 ⁽¹⁾	\$ (71,819.11)
Change Order No. 13 ⁽²⁾	\$ 83,559.88
Change Order No. 15 ⁽²⁾	\$ 69,195.07
 <i>Contractually Authorized Additional Quantity Payments:</i>	
Special Measurement Items: Drilled Shafts, excavation/embankment, Flex Base ⁽¹⁾	\$ <u>432,547.11</u>
Current Authorized Contract Amount:	\$ 54,054,214.87
 Previous Total of Webber Payments	\$ 47,605,232.37
 Amount of Webber Draw Request #28 for September, 2012 efforts ⁽³⁾	\$ 525,484.13
Amount of Webber Draw Request #29 for October & November, 2012 efforts ⁽³⁾	\$ <u>2,394,423.45</u>
 Total Amount Paid To-Date:	\$ 50,525,139.95
Retainage withheld: ⁽⁴⁾	\$ 1,101,464.64
Liquidated Damages assessed:	\$ <u>2,008,000.00</u>
Approved Amount for work completed (through Draw #29):	\$ 53,634,604.59
 Amount remaining for work to be completed:	\$ 419,610.28
Total Percent of Budget Expended through November 2012:	99.22%

Footnotes

- (1) Information/data presented in previous Quarterly or Monthly Reports.
- (2) Under review for signature and authorization by TxDOT. Change Orders 11, 12, and 14 are being negotiated.
- (3) Represents full amount of draw request prior to assessment of Liquidated Damages and retainage.
- (4) Retainage withheld after 95% of the adjusted contract price has been paid.

Summary of Phase I Change Orders This Reporting Period

Change Order No. 13 has been signed by Webber, LLC and executed by the Mobility Authority. It is currently routing within TxDOT for signatures. This Change Order removes all permanent broadcast seeding from the contract. It adds the use of soil retention blankets at all areas which previously called for the application of permanent seeding.

Change Order No. 15 has been signed by Webber, LLC and executed by the Mobility Authority. It is currently routing within TxDOT for signatures. This Change Order revise the contract value to account for bonus payments due to the contractor based on the production and placement of hot mix asphalt concrete.

PHASE II CONSTRUCTION FINANCIAL STATUS

The following summary provides the financial status of design-build CDA contract for the Phase II Project.

Original CTMC Contract Amount:	\$ 207,297,859.00
<i>Authorized Changes (Change Order and/or Amendments):</i>	
Allowable Dispute Resolution Board Expenses ⁽¹⁾	\$ 14,908.75
Change Order #1	<u>\$ 1,480,445.71</u>
Current Authorized Contract Amount:	\$ 208,793,213.46
Previous Total of CTMC Payments:	\$ 98,630,295.89
Amount of CTMC Draw Request #19 for December 2012 efforts	\$ 5,808,426.20
Amount of CTMC Draw Request #20 for January 2013 efforts	\$ 3,512,565.68
Amount of CTMC Draw Request #21 for February 2013 efforts	<u>\$ 7,893,235.44</u>
Total Amount Paid To-Date: ⁽²⁾	\$ 115,844,523.21
Retainage withheld: ⁽³⁾	\$ 0.00
Liquidated Damages assessed	<u>\$ 0.00</u>
Approved Amount for work completed (through Draw #22):	\$ 115,844,523.21
Amount remaining for work to be completed:	\$ 92,948,690.25
Total Percent of Budget Expended through February 2013:	55.48%

Footnotes:

- (1) The Dispute Resolution Board ("DRB") was convened to introduce the board to the project; the CDA allows CTMC to invoice half of the expenses associated with the DRB to the Mobility Authority.
- (2) Draw Request #22 for CTMC's March 2013 efforts is currently being reviewed by the General Engineering Consultant.
- (3) Retainage to be withheld only after 95% of the adjusted contract price has been paid.

Summary of Phase II Change Orders This Reporting Period

No new Change Orders have been approved during the reporting period.

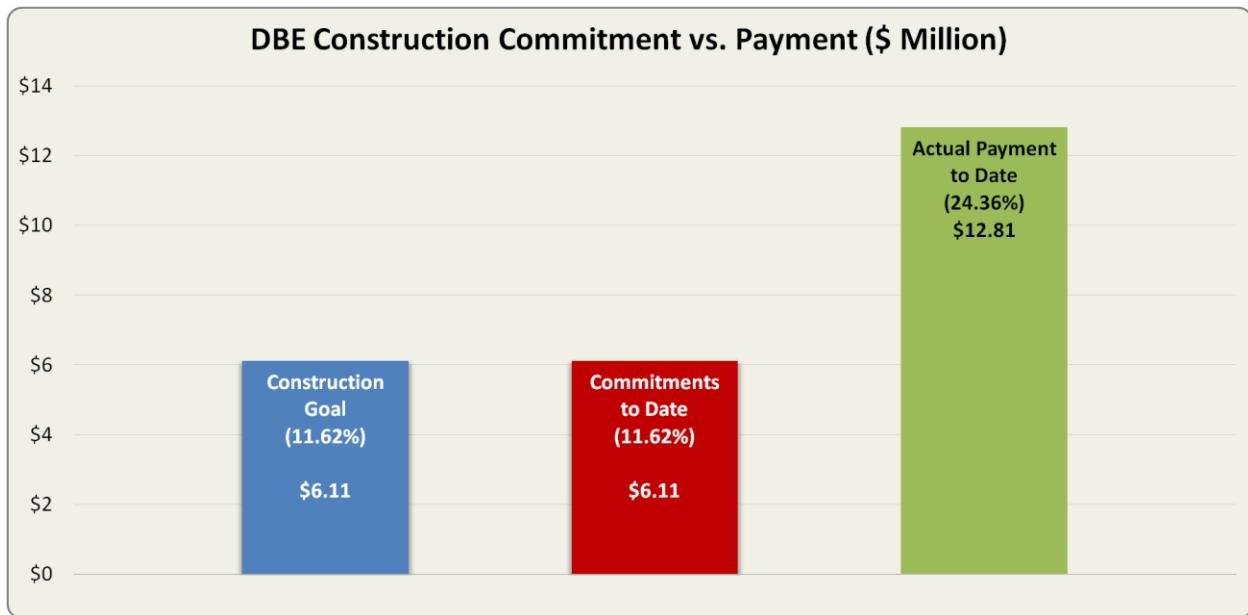
DBE STATUS

Phase I DBE Status

Webber is required to meet the Disadvantaged Business Enterprise (“DBE”) goal of 11.62% for Phase I of the Manor Expressway Project. The total DBE amount subcontracted to date is \$6,109,278.42 which is 11.62% of the original authorized contract total. This represents executed DBE subcontracts with the following firms: Cadit Company, Inc. [structural steel plate], Indus Construction [steel], Panther Creek Transportation, Inc. [trucking], and EBC Construction [underground utilities and riprap].

As of March 2013, Webber has submitted costs associated with DBE construction work in the amount of \$12,807,272.27 which equals approximately 24.36% to date of the original authorized contract value. The Phase I Contractor has exceeded the DBE goal established for Phase I of the Manor Expressway Project.

Figure 3 - Phase I DBE Construction Commitment for Period Ending March 2013

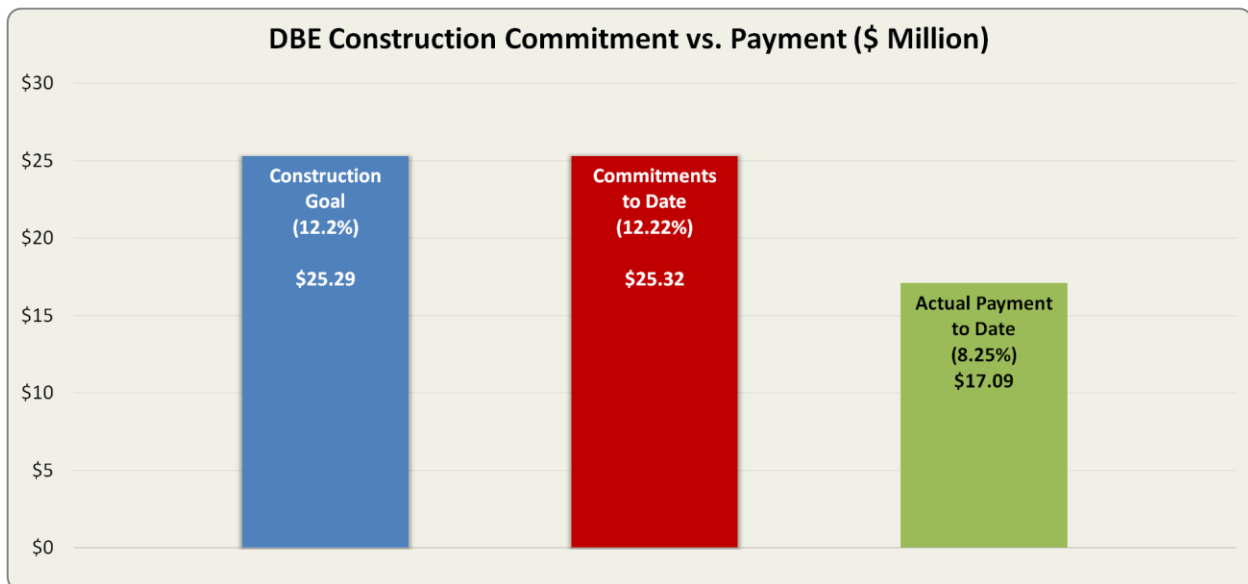


Phase II DBE Status

CTMC is required to meet the Disadvantaged Business Enterprise (“DBE”) goal of 12.2% for Phase II of the Manor Expressway Project. The total DBE amount subcontracted to date is \$25,324,761.47 which is 12.22% of the authorized contract total. This represents executed DBE subcontracts with the following firms: Aviles Engineering Corporation [geotechnical design], RJ Rivera Associates, Inc. [sign and pavement marking design], SE3, LLC [retaining wall design], PE Structural Consultants [bridge design], Lina T. Ramey & Associates [design surveying], United States R.O.W. [right-of-way acquisition], Solar Ray [utility design], Hayden Consultants [TDLR Review], Breda Company [furnish and tie reinforcing steel], N-Line Traffic Maintenance, L.P. [traffic barricades], Office Authority [furnishes office supplies], Panther Creek Transportation, Inc. [trucking], Roadway Specialties [cable barrier & small signs], Texas Trucking [trucking], S&R Investments [furnish fuel], and ID Guerra [wet utilities].

As of March 25, 2013, Webber has submitted costs associated with DBE development work in the amount of \$17,091,751.48 which equals 8.2% to date of the original contract value. CTMC’s utilization of DBE subcontractors to date indicates that CTMC is on track to reach the contractual DBE goal of 12.2%

Figure 4 - Phase II DBE Design & Construction Commitment for Period Ending March 2013



EMPLOYMENT REPORTING STATUS

Construction of Phase I of the Manor Expressway Project supported **98 jobs** during the reporting month of March 2013. This number of jobs supported by the construction includes: the construction personnel and their subcontractors; construction management staff, including inspectors and subconsultants; design support staff; and the general engineering consultant staff and their subconsultants. The total payroll associated with the jobs and work effort for March 2013 is **\$144,180.78**. The employment history through March 2013 for Phase I of the Manor Expressway Project is provided in Figure 5.

The Phase II Developer began providing employment data in January 2012. Construction of Phase II of the Manor Expressway Project supported **474 jobs** during the reporting month of March 2013. This number of jobs supported by the construction includes: the construction personnel and their subcontractors; design staff; design and construction management staff, including inspectors and subconsultants; and the general engineering consultant staff and their subconsultants. The total payroll figures are not being provided by the Phase II Developer. The employment history from January 2012 through March 2013 for Phase II of the Manor Expressway Project is provided in Figure 6.

Figure 5 - Phase I Employment History

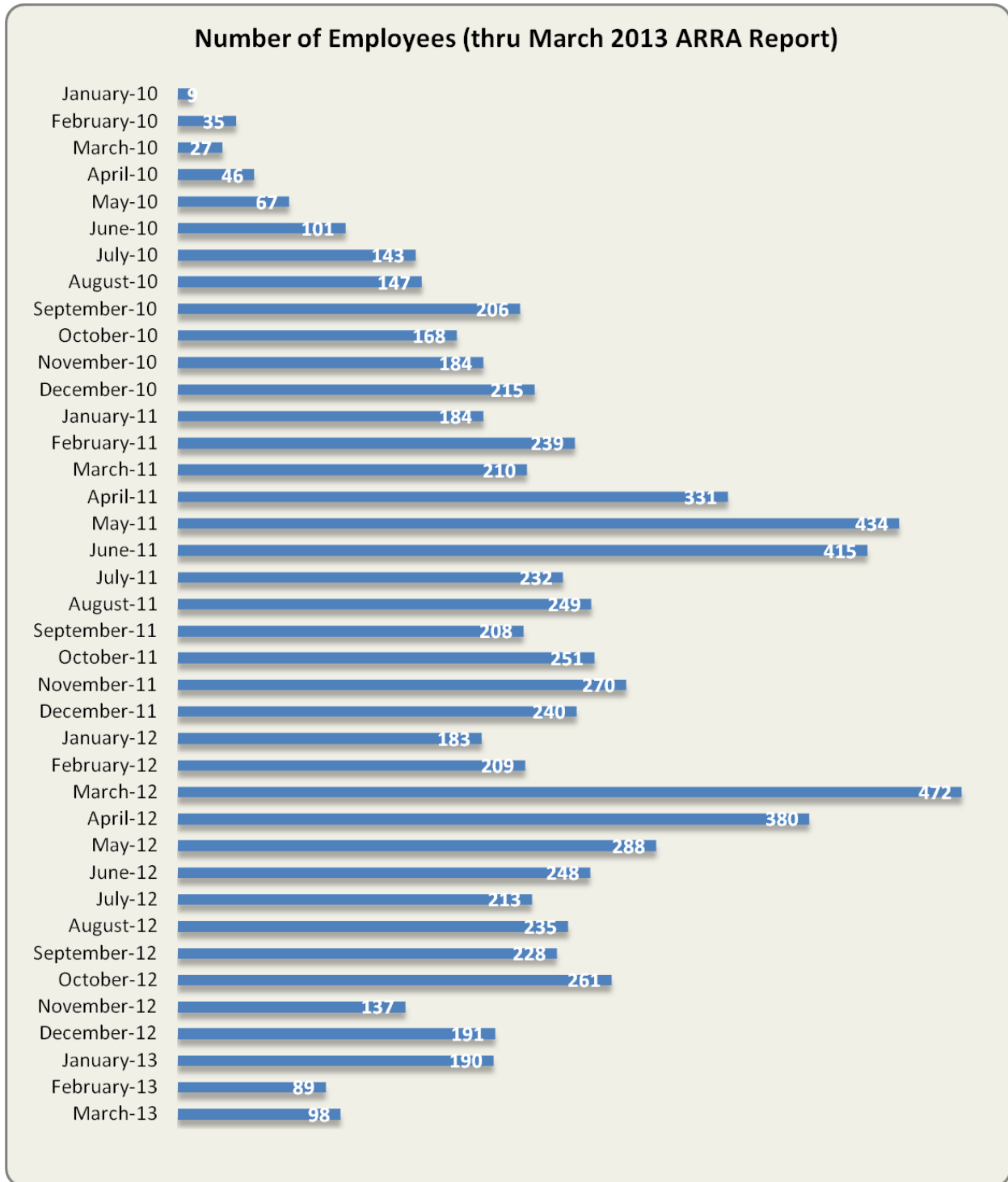
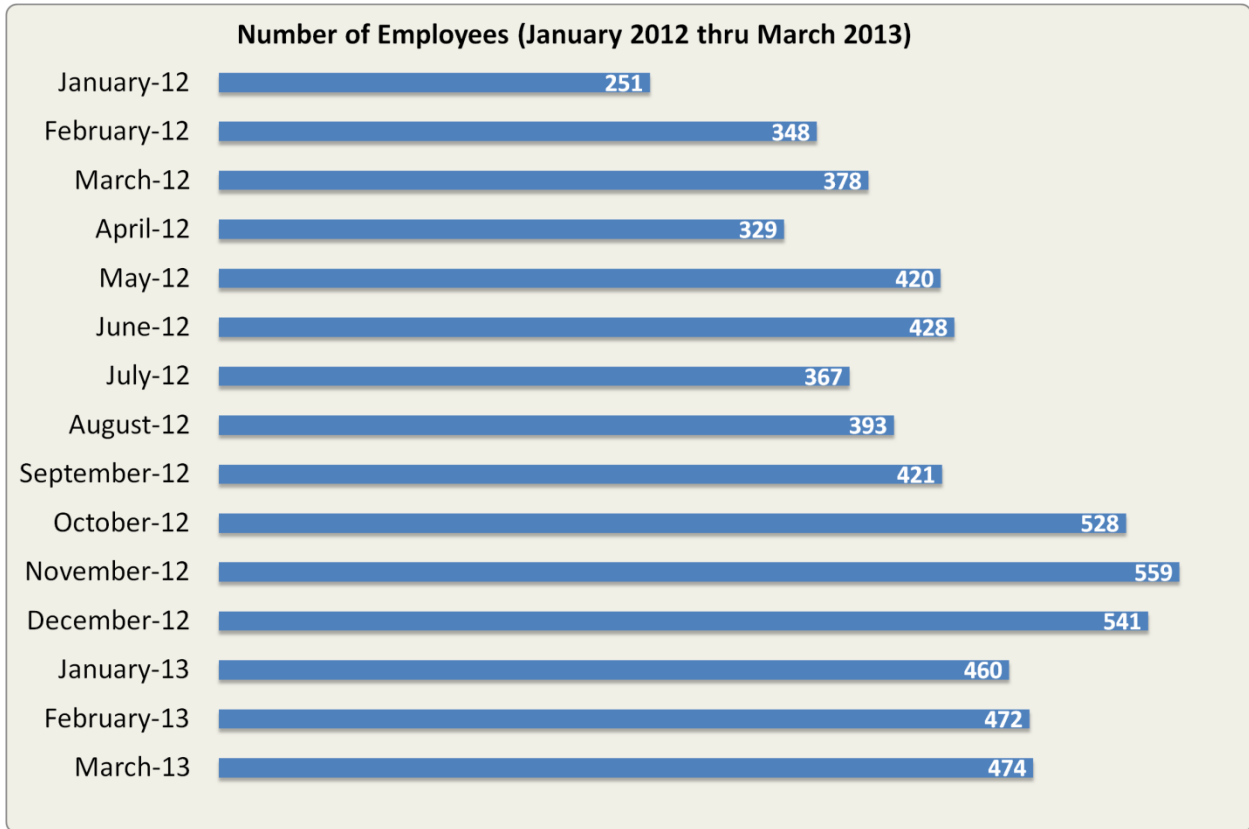


Figure 6 - Phase II Employment History



SUSTAINABILITY

Phase I Sustainability Initiatives

Webber implemented a number of sustainable practices during their construction work on the Project. While Webber wasn't contractually required to track quantities associated with their implemented sustainable practices, below is a list of practices that were implemented on Phase I of the Manor Expressway Project:

- Use of solar-powered traffic control devices
- Salvage and reuse of embankment on-site
- Use of local/regional materials to reduce emissions and fuel costs
- Use of warm-mix asphalt pavement and recycled asphaltic pavement
- Recycling all reinforcing steel from demolished concrete structures

Phase II Sustainability Initiatives

In accordance with the terms of the Comprehensive Development Agreement ("CDA"), CTMC is required to incorporate sustainable practices into the Project. The Mobility Authority, through provisions in the CDA, has implemented a "Green Credits" program that requires CTMC to attain a minimum number of credits for implementing sustainable practices into the Project; CTMC is required to attain 30 credits for the Project. CTMC is required to submit a quarterly report identifying the sustainable practices being implemented on the Project. CTMC submitted their Sustainability Initiatives Report for the fourth quarter of 2012 in February. The following sustainable initiatives were reported:

- Sustainability Plans:

CTMC has prepared and implemented a series of required sustainability plans on the Project. These plans include a Noise Mitigation Plan, a Dust/Emission and Odor Control Plan, a Waste Management Plan, a Site Recycling Plan, and a Water Quality Maintenance/Enhancement Plan.

- Solar-Powered Traffic Control Devices/Flashing Beacons:

During the fourth quarter of 2012, CTMC continued using three solar-powered flashing beacons on the Project.

- Pavement Reuse:

During the fourth quarter of 2012, a total of 1,564 cubic yards of asphalt millings were used as Type C1 embankment for the shared use path.

➤ Reuse of Topsoil:

During the fourth quarter of 2012, CTMC removed approximately 4,082 cubic yards of topsoil and stockpiled this material on the Project right-of-way. CTMC reused 919 cubic yards of topsoil during the same period.

➤ Recycled Fill/Embankment Materials:

During the fourth quarter of 2012, CTMC has reused approximately 402,756 cubic yards of material for fill or embankment. All of this material was from the Project site or from overburden from a local sand reserve quarry.

➤ Wood Recycling:

During the fourth quarter of 2012, 13.7 tons of wood waste was generated for recycling.

➤ Steel Recycling:

During the fourth quarter of 2012, 7.65 tons of steel were recycled from the Project.

➤ Utilization of Reclaimed or Non-Treated Water:

During the fourth quarter of 2012, CTMC continued using non-treated water from Gilleland Creek for dust suppression on the Manor Expressway Project.

➤ Separating Waste for Landfills Recyclable Waste:

Recyclable materials are separated by the project waste contractor, Waste Management.

➤ Automated Equipment Idle Shutdown:

CTMC has implemented a policy requiring that all equipment that will stand at idle for more than 5 minutes will be shutdown.

CTMC is on track to earn twenty five (25) green credits for the sustainable practices currently being implemented on the Project. CTMC is likely to earn an additional five (5) green credits during the remainder of the Project.

PUBLIC INVOLVEMENT

The Mobility Authority's Public Involvement Team manages the Manor Expressway hotline (512-684-3252) and the Project website (manorexpressway.com). Lane closures and construction alerts are regularly posted on the Project website as well as posted on the Project twitter account (@ManorExpressway). Additionally, stakeholders can sign up on the Project website for lane closure information to be sent directly to their cell phone via SMS text.

With Phase II of the Manor Expressway Project in active construction, public involvement continues to play a crucial role in the Manor Expressway Project. Following are the outreach activities for this quarter:

✓ Hotline:

57 calls were received over the project's hotline (512-684-3252) and 18 emails/website contacts were made regarding the Manor Expressway Project. The calls and messages included project information requests, regarding the closure of the temporary turnaround for Chimney Hills, complaints regarding the signal timing at Johnny Morris/290, complaints about noise and vibrations at Chimney Hills, and traffic delays. These issues were addressed by the team via phone, email and in person. Complaints about the closing of the Chimney Hill turnaround resulted in the contractor constructing a new temporary turnaround just west of the Johnny Morris/Giles intersection.

✓ Twitter:

125 updates have been posted to the Manor Expressway's Twitter account (@ManorExpressway) and email this quarter to inform followers of closures and detours.

✓ Website:

All project updates have continued to be posted on the website in an effort to help keep the public informed on lane closures and construction activities. Five website contacts were fielded which included a complaint regarding construction vehicle safety and a question regarding the closure of the Chimney Hills crossover.

✓ Emails:

43 construction alerts were sent out by email to 290 stakeholders via Constant Contact email.

✓ Outreach/Visits:

Group Solutions contacted officials of the Manor ISD on January 15 about an upcoming overnight closure of Manor Middle School road and again on March 13 regarding the temporary closure of one of the entrances into the Manor Tech High School campus. Outreach also continued with the Chimney Hills neighborhood association, Chimney Hills North Townhomes HOA, Walnut Place neighborhood association and Hidden Creek

Apartment community. A stakeholder visit took place at the home of Walnut Place HOA president Joyce Thoresen on January 9 to brief residents about the proposed auxiliary lane at the Springdale entrance to the US 290 toll road.

Attachment A

Manor Expressway Phase I Project
Aerial Photographs
March 2013



Manor Expressway Phase I Project
(Looking West from US 290)
(Taken 3/7/2013)



Manor Expressway Phase I Project
(Looking North from US 183)
(Taken 3/7/2013)



Manor Expressway Phase I Project
(Looking South from US 183)
(Taken 3/7/2013)



Manor Expressway Phase I Project
(Looking East from US 290)
(Taken 3/7/2013)

Attachment B

Manor Expressway Phase II Project
Aerial Photographs
March 2013



US 290 East looking west from Gilleland Creek
(Taken 3/19/2013)



US 290 East looking west from Parmer Lane
(Taken 3/19/2013)



US 290 East at SH 130 Interchange looking west
(Taken 3/19/2013)



US 290 East at Decker Lane Intersection looking west
(Taken 3/19/2013)



US 290 East at Harris Branch Intersection looking west
(Taken 3/19/2013)



US 290 East at Crofford Lane Intersection looking west
(Taken 3/19/2013)



US 290 East at Giles Road Intersection looking west
(Taken 3/19/2013)



US 290 East near Old Manor Road looking west
(Taken 3/19/2013)



US 290 East looking west at Mokon Crossing
(Taken 3/19/2013)



US 290 East at Chimney Hill Blvd looking west
(Taken 3/19/2013)



US 290 East at Springdale Road looking west
(Taken 3/19/2013)



US 290 East at Tuscan Way looking west
(Taken 3/19/2013)

Attachment C

Manor Expressway Project
Contingency Tracking
March 2013

Manor Expressway Phase I | Contingency Balance Sheet

03/28/13

PROJECT CONSTRUCTION CONTINGENCY		\$5,200,000
APPROVED ITEMS		
Executed Change Orders		
CO#01	Added 3x5 Rock to Pavement Section	\$148,122
CO#02	Double left turn at Tuscany Way	\$265,307
CO#03	Partnering Costs	\$10,000
CO#04	Work Zone Speed Zone Revisions	\$84,710
CO#05	Retaining Wall Revisions	\$84,248
CO#06	Addition of Peace Officers and Lane Rentals	\$96,000
CO#07	Drilled Shaft Capacity Mitigation	\$38,039
CO#08	Inclusion of Warm Mix Asphalt Paving	\$182,542
CO#09	Traffic rail; high-mast lighting elements; increased mobilization; increased traffic detour, etc.	\$56,218
CO#10	Revised wiring for high mast light; rock riprap additions; toll plan revisions; temporary attenuator for Manor Rd exit; drop inlet revisions; additional asphaltic concrete; additional T501 barrier rail	-\$71,819
CO#13	Removal of broadcast seeding and addition of soil retention blankets	\$83,560
CO#15	Asphalt pavement bonus payments	\$69,195
		Subtotal Executed Change Orders
		\$1,046,122
Approved Other Items		
	Special Measurement Items (Drilled Shafts, Excavation, Embankment)	\$432,547
		Subtotal Other Items
		\$432,547
		Subtotal Approved Items
		\$1,478,669
ITEMS UNDER NEGOTIATION or ESTIMATED		
CO under negotiation		
CO#11	Toll plan revisions due to conflicts with tolling equipment	-\$52,616
CO#12	Striping and signing revisions	-\$47,779
CO#14	Additional painting due to revised project aesthetic standards	\$77,000
		Subtotal CO under negotiation
		-\$23,395
Potential Change Orders or pending more information		
	Non at this time	
		Subtotal Potential Change Orders
		\$0
Other Items		
	None at this time	
		Subtotal Other Items
		\$0
		Subtotal Items Under Negotiation or Estimated
		-\$23,395
		Total Costs
		\$1,455,274
		Budgeted Contingency
		\$5,200,000
		TOTAL REMAINING AVAILABLE CONSTRUCTION CONTINGENCY
		\$3,744,726

Manor Expressway Phase II | Contingency Balance Sheet

03/28/13

PROJECT CONSTRUCTION CONTINGENCY (from the bond sale)		\$17,200,000
APPROVED ITEMS		
Executed Change Orders		
CO#1	Revision to the mainlane and frontage road pavement sections	\$1,480,446
		Subtotal Executed Change Orders
		\$1,480,446
Approved Other Items		
	None at this time	\$0
		Subtotal Other Items
		\$0
		Subtotal Approved Items
		\$1,480,446
ITEMS UNDER NEGOTIATION or ESTIMATED		
CO under negotiation		
CO#2	Apply broadcast seeding at the US 183 Interchange	\$140,000
		Subtotal CO under negotiation
		\$140,000
Potential Change Orders or pending more information		
PCO#3	Design and construction costs associated with ADA compliant Shared Use Path ¹	\$400,000
PCO#4	Revision to pavement widening section near US 183 interchange ¹	\$150,000
PCO#5	Revision to aesthetic scope on frontage roads ¹	-\$300,000
PCO#6	Revision of metal beam guard rail height from 27" to 31" ¹	\$112,500
PCO#7	Redesign and construction costs associated with minimization of impacts to Harris Branch wetland ¹	\$300,000
PCO#8	Install LED lighting and remove OSB ¹	\$300,000
		Subtotal Potential Change Orders
		\$962,500
Other Items		
Incentive	Early Completion Incentives (Max Amount Achievable)	\$2,700,000
		Subtotal Other Items
		\$2,700,000
¹ <i>Estimated cost</i>		
		Subtotal Items Under Negotiation or Estimated
		\$3,802,500
		Total Costs
		\$5,282,946
		Budgeted Construction Contingency
		\$17,200,000
		TOTAL REMAINING AVAILABLE CONSTRUCTION CONTINGENCY
		\$11,917,054

RIGHT OF WAY COST (from the bond sale)		\$65,400,000
Estimated Right of Way Costs		
	Schematic ROW ²	\$49,300,000
		Subtotal Right of Way Costs
		\$49,300,000
Additional Right of Way Costs		
	Wetland Mitigation	\$48,000
		Subtotal - Additional Right of Way
		\$48,000
² <i>Estimated Cost</i>		
		Available Right of Way Contingency
		\$16,052,000



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #18 SUMMARY

Quarterly briefing on the environmental studies for the Bergstrom Expressway, the Oak Hill Parkway, the MoPac South Project, and the 183 North Project.

Strategic Plan Relevance: Regional Mobility

Department: Engineering

Associated Costs: N/A Briefing Only

Funding Source: Toll Equity Grants, Rider 42, STP MM (CAMPO)

Board Action Required: No

Description of Matter: The Director of Engineering will provide a summary of project activities for the following projects:

- Bergstrom Expressway
- Oak Hill Parkway
- MoPac South Project
- 183 North Project

Reference documentation:

GEC Quarterly Activities Reports and Board Presentation

Contact for further information:

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



CENTRAL TEXAS
Regional Mobility Authority

ENVIRONMENTAL STUDIES

**Quarterly
Progress
Report**

April 2013

BERGSTROM EXPRESSWAY

OAK HILL PARKWAY

MOPAC SOUTH ENVIRONMENTAL STUDY

MOPAC INTERSECTIONS ENVIRONMENTAL STUDY

US 183 NORTH ENVIRONMENTAL STUDY



CENTRAL TEXAS
Regional Mobility Authority

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Bergstrom Expressway

INTRODUCTION

This report documents and describes the Bergstrom Expressway Project (US 183 South) for the period through April 15, 2013. This Project is currently in the environmental clearance phase of development which requires the completion of an Environmental Assessment consistent with the regulations contained in the National Environmental Policy Act of 1969 (NEPA). The Environmental Document is currently being developed in house by Texas Department of Transportation (TxDOT) Austin District staff and supported by the Central Texas Regional Mobility Authority (Mobility Authority), with the Public Outreach being led by the Mobility Authority. In addition, the Project has been authorized by legislation to use a Comprehensive Development Agreement (CDA) project delivery method. This process promotes innovative financing methods that will allow the Project to be funded and constructed much earlier than traditional methodologies.

PROJECT DESCRIPTION

The Project corridor begins just south of the Manor Expressway and extends to SH 71 East; the corridor includes seven grade separations, and connects to 3 major interchanges at the Manor Expressway, Airport Boulevard, and SH 71 East. The corridor includes two pedestrian bridges and a continuous shared use path connecting local communities. The Project can be considered the Gateway to Austin from the Airport and is depicted in the location map below.



The US 183 South Corridor from US 290 East to SH 71 East is one Austin's most significant arteries. Since US 183 was constructed in the mid 1960's, the roadway has been a four lane divided highway with minor improvements. As the primary route to and from the Austin Bergstrom International Airport and points beyond, it attracts numerous motorists per day. In recent years, this vital corridor has grown increasingly congested as the region's population has expanded. The situation is projected to get even worse in the future. Meanwhile, funding challenges at the federal and state level have made it increasingly difficult to finance the corridor.

As part of the NEPA process, the identified needs are to reduce congestion, improve safety and utilize innovative funding and financing processes to expedite project development and construction. Along with the NEPA process, the Mobility Authority is utilizing a Public Involvement and Outreach Program that includes hosting "brown bag" lunch and one-on-one meetings to obtain agency and stakeholder buy-in along the corridor. The Environmental Assessment document is currently being prepared by the TxDOT Austin District. The Mobility Authority, with Atkins under their General Engineering Consultant contract, is supporting and coordinating closely with both TxDOT as the document is being developed.

RECENT ACTIVITIES

The Project Development process is currently focusing on four major elements: Environmental Assessment (EA), Schematic Development, Public Outreach and Context Sensitive Solutions (CSS). The Mobility Authority is currently working with TxDOT and other agencies to identify ways to expedite the environmental processes and clearance date.

The first Project Open House was held in September with over 100 attendees. The second Open House, held on March 7, 2013, was another great success with over 70 attendees and an additional 200 online participants. The third Open House and CSS Process is tentatively scheduled for June/July 2013. Following the third Open House, TxDOT will host the Formal Public Hearing (required by NEPA) in late 2013/early 2014 which will show the proposed final design and include the results of the CSS process.

As part of the Project Team, the Mobility Authority is currently supporting TxDOT in the Value Engineering (VE) Study. The VE Study was held on January 28, 2013. The results of the study proposed several design considerations that could result in a noteworthy cost savings to the project. These design considerations are under further evaluation and are anticipated to be incorporated into both the Design Schematic and NEPA Document.

The Mobility Authority is currently supporting TxDOT in the development of the EA:

- Development of exhibits required by NEPA for the document
- Facilitating and Coordinating meeting with other Agencies
- Developing, Updating and Tracking with Primavera Scheduling
- Evaluating impacts and addressing issues relevant to project development
- Supporting in recovery plans in order to meet critical dates

The Mobility Authority is currently updating the Design Schematic:

- Addressing Comments to the 90% Design Schematic
- Evaluating and Addressing Design Issues and Community Inquiries
- Supporting in the Facilitation and Evaluation of the Value Engineering Study and Results
- Facilitating and Coordinating meeting with other Agencies

The Mobility Authority's Stakeholder and Outreach is comprehensive and currently includes:

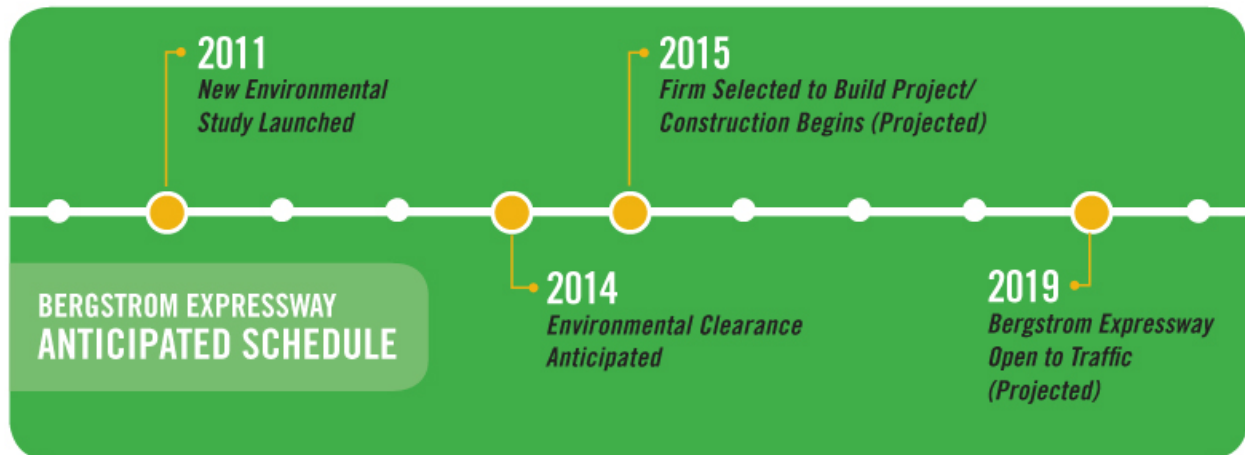
- Agencies: FHWA, TxDOT, City of Austin, Travis County
- Businesses: Misc. Land Developers / Property Owners, Freescale , YMCA, AT&T
- Home Owners Associations: Knollwood , Senate Hills , University Hills
- Interest Groups: Gateway Oaks, Heritage Tree Foundation, PODER, El Concilio

The Mobility Authority's Context Sensitive Solution process is currently focusing on:

- Integrating the facility with the area's built environment to enhance community and in particular the area's economical quality of life
- Integrating the natural environment in order to maximize the facilities scenic, recreation and aesthetic qualities
- Incorporating aesthetics that fit the facilities physical setting and preserve the scenic, aesthetic, neighborhood, historic and environmental attributes of the area
- Including innovative design elements including considerations from the Green Mobility Challenge

SCHEDULE

The Environmental Assessment process was launched in late 2011 and is anticipated to be complete by mid-2014. A detailed schedule discussion, including the tracking of intermediate milestones, will be provided in upcoming Quarterly Reports. Below is a summary of the anticipated timeline that is being communicated to the public.





Oak Hill Parkway

INTRODUCTION

This report documents and describes the Oak Hill Parkway Project for the period through April 15, 2013. This Project is currently in the environmental clearance phase of development which requires the completion of an Environmental Impact Statement (EIS) consistent with the regulations contained in the National Environmental Policy Act of 1969 (NEPA). The Project is currently being developed jointly by the Central Texas Regional Mobility Authority and the Texas Department of Transportation (TxDOT) Austin District.

PROJECT DESCRIPTION

The Project encompasses the area surrounding the existing “Y at Oak Hill” intersection and includes the study of US 290 West from FM 1826 to Loop 1, including SH 71 West from Silvermine Drive to US 290 West. The study area is depicted in the location map below.



Currently this area experiences large-scale congestion while attracting more than 60,000 cars/trucks a day and serving as a corridor for statewide travel. As part of the NEPA process, several reasonable alternatives will be identified to address the issues currently plaguing the study area. These alternatives, along with a “No Build” scenario, will be screened to assess the direct, indirect, and cumulative environmental impacts such that environmental values are considered alongside the technical and

economic factors. Another important element of the NEPA process, which is also consistent with the Mobility Authority's approach to project implementation, is public involvement; throughout the entire Environmental Impact Statement process, input will be solicited from neighbors and drivers of the corridor that could potentially be affected.

The Environmental Impact Statement document is currently being prepared by a consultant team led by Rodriguez Transportation Group, Inc. (RTG) under a professional services agreement with the TxDOT Austin District. The Mobility Authority, supported by Atkins under their General Engineering Consultant contract, is coordinating closely with both TxDOT and RTG as the document is being developed.

PREVIOUS EFFORTS

As part of the Public Involvement Initiation, several critical elements were advanced in the previous quarter:

- The Oak Hill Parkway's first open house occurred on November 15th with the goal to gain a better understand the specific issues along the project, directly from the public in attendance. Eighty-three (83) members of the general public signed in for the meeting and through their comments and project surveys we learned valuable insight into the communities concerns as well as the type of project they would like to see. (see photo below)

Citizens completed 48 project surveys and 46 satisfaction surveys via the Open House and Project Website.



- Enhancement Team Kick-off meeting was held on December 3rd to share project information between TxDOT, City of Austin, Travis County and CapMetro and to hear what projects are on their radar. The goal for this group is to cross coordinate other projects in the area (roadway, parks, hike/bike facilities, developer projects) in efforts to create synergy in the Oak Hill community around the project. This team will also be discussing some of the non-transportation related Green Mobility Challenge concepts which are beyond the scope of the Mobility Authority's project.
- An Agency Scoping Meeting was facilitated on January 22nd to include the agencies who expressed an interest in being involved in the project. The main topic of discussion was the project history and the Draft Public and Agency Coordination Plan.

RECENT ACTIVITIES

The implementation of the Project is currently focusing on actively engaging the public to help us identify the project constraints and initiation of early concept development through the use of citizen workgroups. This quarter's activities include:

- An Environmental Workgroup meeting was held January 31 to ensure the study team understood the community concerns and ideas specifically related to water quality, flood plains, trees and vegetation, historical, cultural and other environmental issues.
 - During this workgroup meeting the participants expressed the following project environmental desires (the highlights):
 - preserve the historic oaks along the corridor and replace impacted trees
 - protect and enhance Williamson Creek
 - design aesthetically pleasing and effective water quality protection facilities
 - minimize noise using strategies such as pavements which reduce tire noise
 - protect historic resources such as the Austin Pizza Garden
 - prevent / minimize additional light pollution
 - address greenhouse gas emissions
 - minimize impervious cover

- A subsequent Design Workgroup meeting was held February 19 to hear community ideas and gather ideas for alternative design concepts that meet the purpose and need for the project and best address the concerns and desires gathered at the environmental workgroup meeting.
 - The following thoughts and ideas are a sampling of the ideas / concepts gathered in this workgroup meeting:
 - limit the height of any future roadway improvements and depress portions of US 290, specifically the section starting at the "Y" intersection with SH 71 and moving west possibly building William Cannon over US 290
 - separate through traffic from local traffic / toll through traffic (but not local traffic)
 - maintain a narrow roadway footprint
 - possibly installing High Occupancy Vehicle lanes
 - improve access to businesses and include green space in the design by including hike/bike facilities and environmental improvements
 - consider a boulevard / parkway design without frontage roads or limited frontage roads
 - including transit in long-range planning

- Our latest workgroup meeting was focused on bike/pedestrian facilities and access and was held on March 19th. This meeting provided an opportunity to identify community priorities and to learn about city and neighborhood plans and the Oak Hills Trails plan.
 - Notable events from this workgroup meeting included:
 - A presentation from the Oak Hill Trails Association which highlighted current plans for the "Y" to Barton Creek (YBC) Trail, Williamson Creek Trail, Violet Crown Trail and several other spurs to those trails.
 - Priorities included building the YBC Trail, ensuring safe routes to schools and connecting trails to major destinations (neighborhoods / business centers / retail).
 - Responding to multiple choice questions:

- nearly 83 percent of the workgroup participants said bike and pedestrian improvements should be a part of the Oak Hill Parkway
- 35 percent said the top priority was connecting the Barton Creek multi-use trail to the “Y” intersection
- 60 percent said bike/pedestrian improvements should be paid for through toll revenue from the US 290/SH 71 West improvements when given a list of funding options

Comments from participants also included making safety a priority, separating bicycles/pedestrians from highway traffic, building grade separated highway crossings (over or under), coordinating with the city and neighborhoods regarding connections to the trails and making Oak Hill more pedestrian and cycling friendly.

- On February 18th our first e-newsletter was issued which highlighted the November 15th Open House, the history of the project, the process we are going through and how interested individuals can get involved. Our next Quarterly report is due for release in early April.
- The valuable input from the public has aided the project team in identification of constraints and public desires for the project which has allowed us to initiate the development of concepts. We are in the process of scheduling a preview of the initial concepts with the design workgroup participants that have helped us greatly in this process. This is planned to occur May 16th followed by our second open house which is planned to occur on May 23rd to show the initial concepts to the public at large.
- With the goal to ensure all members of the public have the opportunity to be actively engaged in more detailed elements early in the project development, the project team is working with TTI to launch a Virtual Open House on the same day as the Open House. A link will be provided from our project website that will provide online participants a similar experience to the live open house.
- More detailed notes for all of our workgroups can also be found on the project website www.oakhillparkway.com.

PROGRESS STATUS

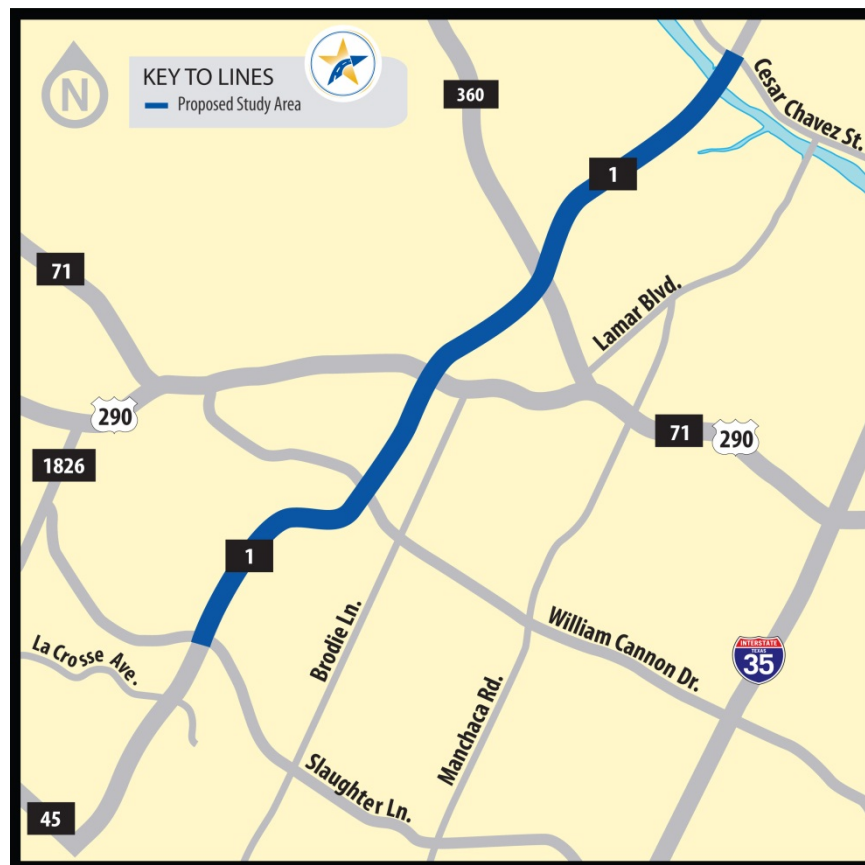
The Environmental Impact Statement process is still in the first six months of development and is anticipated to take approximately 4 years to complete. A detailed schedule discussion, including the tracking of intermediate milestones, will be provided in upcoming Quarterly Reports.

MoPac South Environmental Study

PROJECT DESCRIPTION

The Mobility Authority is initiating activities to start the Environmental Study for improvements to MoPac from Cesar Chavez Street south to Slaughter Lane. Proposed improvements could include adding lane(s) along existing MoPac. Implementation of bicycle/pedestrian facilities and inclusion of park-and-rides will be evaluated as part of the project during the environmental study.

The project has been selected as one of the recipients of the Texas Legislature's Rider 42 funding allocation projects. As a Rider 42 objective, the project will utilize enhanced public engagement strategies and tools. The environmental study and community outreach program are anticipated to start in 2013. This will be the first environmental study led by the Mobility Authority.



This report describes the status of the MoPac South project and documents the activities accomplished through the first quarter of 2013.

RECENT ACTIVITIES

The following activities have been accomplished by the Mobility Authority and its consultants during the reporting period.

PROJECT DEVELOPMENT / PROCUREMENT

- In April 2013, the Mobility Authority signed and approved the contract with Jacobs, the approved Preliminary Engineering and Environmental Services Consultant for this project.
- The team is currently working with a Traffic & Revenue and Traffic Operational Analysis Consultant on the development of support services scope.
- Development of a public involvement plan with enhanced community outreach measures is underway. The first open house is anticipated to occur in late 2013/early 2014.

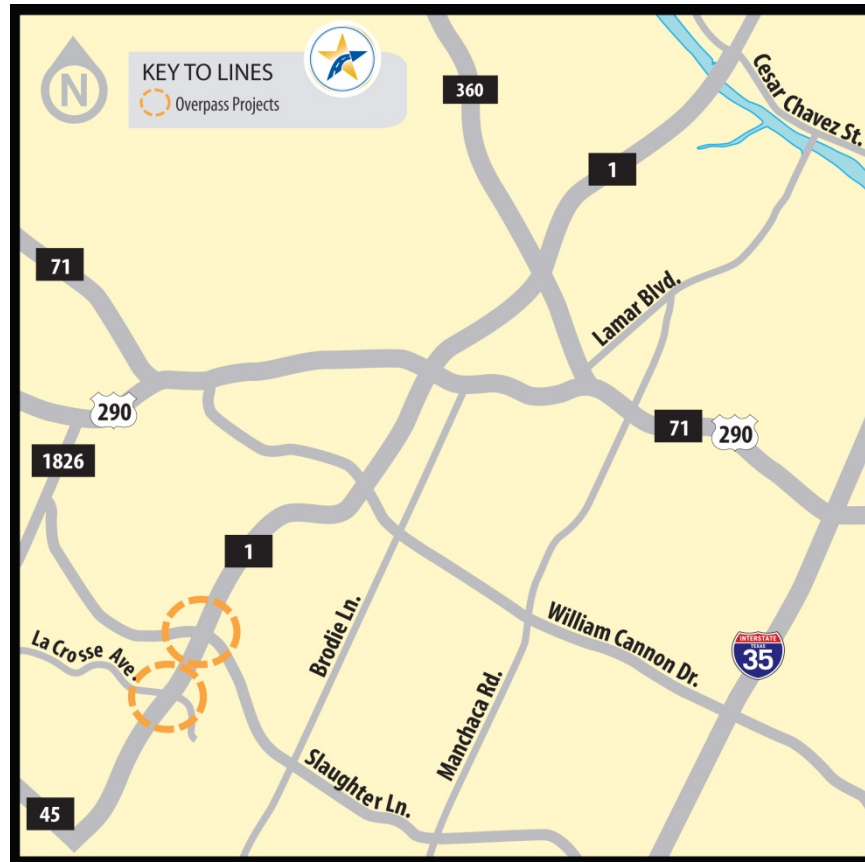
SCHEDULE

The environmental approval process is anticipated to take two to three years. A detailed Project schedule will be prepared as an early action item with Jacobs, and milestones will be provided to the Mobility Authority Board next quarter.

MoPac Intersections Environmental Study

PROJECT DESCRIPTION

The Mobility Authority, in coordination with the Texas Department of Transportation (TxDOT), will prepare a Categorical Exclusion (CE) for proposed improvements to the intersections of Slaughter Lane and La Crosse Avenue with MoPac. The environmental study is anticipated to start in 2013. If the proposed improvements are environmentally cleared, the project will be turned over to TxDOT to design, construct, and maintain.



This report describes the status of the MoPac Intersections project and documents the activities accomplished through the first quarter of 2013.

RECENT ACTIVITIES

The following activities have been accomplished by the Mobility Authority and its consultants during the reporting period.

PROJECT DEVELOPMENT / PROCUREMENT

- In April 2013, the Mobility Authority signed and approved the contract with Jacobs, the approved Preliminary Engineering and Environmental Services Consultant for this project.
- The team is currently working with a Traffic Operational Analysis Consultant on the development of support services scope.

SCHEDULE

The environmental approval process is anticipated to take approximately one year. A detailed Project schedule will be prepared as an early action item with Jacobs, and milestones will be provided to the Mobility Authority Board next quarter.

US 183 North Environmental Study

PROJECT DESCRIPTION

The Mobility Authority will soon initiate activities to start the Environmental Study for improvements to US 183 North from RM 620 to MoPac. Proposed improvements could include adding lane(s) along existing US 183, as well as direct connectors from US 183 and MoPac.

The project was selected as one of the recipients of the Capital Area Metropolitan Planning Organization (CAMPO) Surface Transportation Program - Metropolitan Mobility (STP MM) funding program. The environmental study and community outreach program are anticipated to start in 2013.



This report describes the status of the US 183 North Project and documents the activities accomplished through the first quarter of 2013.

RECENT ACTIVITIES

The following activities have been accomplished by the Mobility Authority and its consultants during the reporting period.

PROJECT DEVELOPMENT / PROCUREMENT

- The procurement process for the 183 North Environmental Study kicked off on January 28 with the issuance of the Preliminary Engineering and Environmental Services Request for Qualifications. Seven responses were received, and four teams were short-listed. Interviews were held on March 18. In March, the Mobility Authority Board approved the recommendation of CP&Y as the Preliminary Engineering and Environmental Services Consultant. Contract negotiations are currently underway.
- The team is currently developing support services scope for a Traffic & Revenue and Traffic Operational Analysis Consultant.

SCHEDULE

The environmental approval process is anticipated to take two to three years. The schedule for this project is in development.



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #19 SUMMARY

Executive Director's Report.

Department: Administrative

Associated Costs: None

Funding Source: None

Board Action Required: No

Description of Matter:

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

- A. Project Status Updates.
- B. Office Move.

Attached documentation for reference:

Executive Director's Report

Contact for further information:

Mike Heiligenstein, Executive Director



REPORT TO THE BOARD OF DIRECTORS APRIL 24, 2013

MIKE HEILIGENSTEIN - EXECUTIVE DIRECTOR

PRIORITY ISSUES



Manor Expressway Interchange
Project Final Acceptance



US 183 Environmental Study
Contract Negotiations

ADMINISTRATION

AUTOMATIC ELECTRONIC TOLLING

TRANSPORTATION CONFERENCE

On May 7th, IBTTA Executive Director Pat Jones and I will be speaking at an Automatic Electronic Tolling Transportation Conference hosted by the Center for Strategic Studies of the D'Amore McKim College of Business at NEU and the Rappaport Institute at the Harvard Kennedy School of Government in Boston. Topics to be discussed at the conference include the challenges of transitioning to automatic electronic tolling and how technology is saving time, lives and money in providing surface transportation services.

OFFICE MOVE

Our new office at University Park (3300 North IH-35, Suite 300) is in the final stages of build out, and we expect to move in the weekend of April 26th. Our phone and email service will be down Friday afternoon, April 26th, and it should be operational again by that evening. Parking at the new location will be free. Our new office includes a dedicated Board Room. Installation of the Board Room audio-visual equipment may extend into May. Given this, we have reserved space in Cedar Park for the May Board meeting just in case the new Board Room is not ready in time.

CAMPO

Mario and Wes briefed the CAMPO Board at their April 8th meeting on the status of all our projects currently under development – Bergstrom Expressway, Oak Hill Parkway, MoPac South and 183 North. While there were questions about the 45 SW project, staff responded that our work is pending the outcome of the CAMPO committee

established to review and make recommendations to the CAMPO Board on that project. The information was well received. CAMPO Board members asked that we provide them with future project updates.

OPERATIONS

INTEROPERABILITY SUMMIT

On April 3rd and 4th, the Mobility Authority hosted an Interoperability Summit to help lead a national and regional interoperability effort by 2016. Agency representatives from Oklahoma, Colorado, Kansas, Texas, Florida, Louisiana, Georgia, North Carolina, IBTTA and the Alliance for Toll Interoperability were all in attendance. An implementation path was identified that took into account existing technologies.

PROJECT DEVELOPMENT

MANOR EXPRESSWAY

PHASE II PROJECT

Central Texas Mobility Constructors (CTMC) continue to focus their construction activities on completing the frontage roads along the entire project. The westbound frontage road between the eastern end of the project and SH 130 has been completed, and CTMC is preparing to shift traffic to the new segment. CTMC has also recently shifted traffic to the newly constructed westbound frontage road between Springdale Road and Cross Park Drive. Construction activities this month also included intersection construction at Tuscany Way and Springdale Road and setting beams at the Arterial "A" intersection and at the SH 130 interchange.

MO PAC IMPROVEMENT PROJECT

PROJECT DEVELOPMENT

The Design/Build Contract with CH2M HILL was executed, and notice to proceed (NTP) was issued this month. There will be several months of ramp up activities. Construction is expected to begin late this year. As construction approaches, the public involvement team will increase their efforts to inform the public on what to expect during final design and construction. A Communications Outreach Plan is currently being developed.

CH2M HILL has proposed design modifications that will require a re-evaluation of the environmental assessment. Additional outreach to neighbors and other interested stakeholders impacted by these changes will begin this summer.

BERGSTROM EXPRESSWAY

PROJECT DEVELOPMENT

Public involvement and environmental activities for the study continue. The team is currently summarizing and evaluating the community feedback from the second Open House, held on March 7th at East Austin College Prep (formerly Solid Rock Church). The community was asked to provide input on context sensitive solutions and other project enhancements such as architecture, landscaping and pedestrian facilities. The information received will be used to further define the design options presented at the third Open House, tentatively planned for late June.

The team continues to coordinate and support TxDOT with schematic development, a value engineering study and utility planning. The results of the value engineering study propose several design changes that would reduce the cost of the project. These changes are being reviewed and will be incorporated into both the design schematic and study document.

OAK HILL PARKWAY

PROJECT DEVELOPMENT

A series of workgroup meetings developed to get environmental, design and bicycle and pedestrian input from the community for the Oak Hill Parkway Environmental Study are wrapping up on May 16th with a second design workgroup. At this meeting, the

project team will preview the initial design concepts developed from the information gathered at the workgroup meetings. These same concepts will be shown to the general public at the second project Open House on May 23rd at Clint Small Middle School. To ensure all members of the public have the opportunity to be actively engaged in project development, the project team is working with TTI to launch a Virtual Open House on the same day as the Open House. A link from our project website will provide online participants a similar experience to the live Open House. Team members will also be available on May 24th from 12 pm – 2 pm and on May 29th from 6 pm – 8 pm to answer questions in real time through an online chat.

183 NORTH ENVIRONMENTAL STUDY

PROJECT DEVELOPMENT

Last month, the Mobility Authority Board approved CP&Y as the Preliminary Engineering and Environmental Services Consultant. Contract negotiations are currently underway. The environmental approval process is anticipated to take two to three years.

MO PAC SOUTH ENVIRONMENTAL STUDY

PROJECT DEVELOPMENT

The contract with Jacobs, our Preliminary Engineering and Environmental Services Consultant for this project, has been executed. Development of a public involvement plan with enhanced community outreach measures is underway. The first open house is anticipated to occur in early 2014.

The Mobility Authority, in coordination with TxDOT, will prepare a Categorical Exclusion (CE) for proposed improvements to the intersections of Slaughter Lane and La Crosse Avenue. The environmental study is anticipated to start this fall and will last approximately one year. If the proposed improvements are environmentally cleared, TxDOT will design, construct and maintain the intersections. The MoPac South Environmental Study team, led by Jacobs, will prepare the CE as part of their scope of work in their overall contract.



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #20 SUMMARY

EXECUTIVE SESSION

Executive Session:

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).



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #21 SUMMARY

EXECUTIVE SESSION

Executive Session:

Discuss legal issues relating to legislation proposed to the 83rd Texas Legislature that could affect the Mobility Authority or its operations, pursuant to §551.071 (Consultation with Attorney; Closed Meeting).



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #22 SUMMARY

EXECUTIVE SESSION

Executive Session:

Discuss legal issues related to claims by or against the Mobility Authority, pending or contemplated litigation and any related settlement offers; or other matters as authorized by §551.071 (Consultation with Attorney; Closed Meeting).



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #23 SUMMARY

EXECUTIVE SESSION

Executive Session:

Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects, as authorized by §551.071 (Consultation with Attorney; Closed Meeting).



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #24 SUMMARY

EXECUTIVE SESSION

Executive Session:

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



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #25 SUMMARY

Right of Way

Authorize negotiation and execution of a purchase contract, a settlement agreement, or both in a pending eminent domain proceeding to acquire the following described parcel or property interest for the 183A Turnpike Project:

- A. Parcel 28 of the Manor Expressway Toll Project, a 2.610 acre tract in Travis County, at 9345 US 290 East, owned by TX Old Manor Housing LP.