



**CENTRAL TEXAS
Regional Mobility Authority**

Regular Meeting of the Board of Directors

9:30 a.m.
Wednesday, August 28, 2013

Board Room
3300 N. IH-35, Suite 300
Austin, Texas 78705

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 July 31, 2013, Regular Board Meeting.
4. Approve naming the Mobility Authority board meeting room to honor Lowell H. Lebermann, Jr.
5. Reject all bids received July 22, 2013, for improvements to the southbound 183A frontage road at RM 1431.
6. Authorize the Executive Director to execute a restated and amended development agreement with Cedar Park Town Center L.P., procure bids to improve the southbound 183A frontage road at RM 1431; award a contract to the lowest best bidder, and execute a contract with the lowest best bidder.
7. Approve an amended and restated landscape license agreement with the Block House Municipal Utility District.
8. Approve a new work authorization with Telvent USA, L.L.C., to install improvements needed for a Mobility Authority toll and traffic management center at the Field Office Building on 183A.

9. Approve an interlocal agreement with the Camino Real Regional Mobility Authority to provide toll transaction processing and toll collection services to CRRMA by and through the Mobility Authority.
10. Approve an amendment to the Policy Code relating to notice of letting for a construction contract.

Briefing and discussion with no action proposed on the following:

11. Quarterly Briefing on the MoPac Improvement Project.
12. Quarterly Briefing on the Manor Expressway Project.
13. Quarterly Briefing on the following projects:
 - A. Bergstrom Expressway environmental study;
 - B. Oak Hill Parkway environmental study;
 - C. MoPac South environmental study;
 - D. 183 North environmental study;
 - E. SH 45 Southwest environmental study; and
 - F. SH 71 Express Project environmental study.
14. Executive Director's report
 - A. Financial reports for July 2013.
 - B. Proposal for road system improvements in southeast Travis County.
 - C. Policy for monument signs on Mobility Authority roadways.

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:

15. 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).

16. 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).

Reconvene in Open Session.

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

17. 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
 - B. Parcel 29 of the Manor Expressway Toll Project, a 9.108 acre tract in Travis County, on the south side of US 290 East between Johnny Morris Road and Ferguson Cutoff, owned by JMTCV, Ltd.
 - C. Parcel 42 of the Manor Expressway Toll Project, a 4.709 acre tract in Travis County, at the southeast corner of US 290 East and Johnny Morris Road, owned by H. Dalton Wallace.
18. 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,

Mobility Authority Board Meeting Agenda
Wednesday, August 28, 2013

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 July 31, 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 July 31, 2013 Regular Board Meeting

Attached documentation for reference:

Draft Minutes for the July 31, 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, July 31, 2013
9:30 A.M.

The meeting was held in the Williamson Conference Room at 3300 N Interstate 35, #300, Austin, Texas 78705-1849. Notice of the meeting was posted July 26, 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 in the Mobility Authority's office lobby at 3300 N Interstate 35, #300, Austin, Texas 78705-1849.

1. Welcome and Opening Remarks by Chairman Ray Wilkerson.

After confirming that a quorum was present on the telephone conference call, Chairman Ray Wilkerson called the meeting to order at 9:31 a.m. and called the roll. Directors present by telephone on the conference call when the meeting was called to order were Vice Chairman Jim Mills, Mr. David Singleton, Mr. David Armbrust, Ms. Nikelle Meade, Mr. Charles Heimsath, and Mr. Bob Bennett.

2. Open Comment Period.

Ms. Desiree Cornelius-Fisher, Manor ISD School Board President, addressed the Board concerning direct access from the Manor New Tech High School and Manor ISD offices to the Manor Expressway frontage road.

Mr. Kevin Brackmeyer, Manor ISD Superintendent, addressed the Board concerning issues with having only one proposed exit for the Manor New Tech campus site.

Mike Heiligenstein, Executive Director, and Mobility Authority staff will review their concerns, develop possible alternatives, and report back to Manor ISD and the Board.

3. Approve the minutes for the June 26, 2013, Regular Meeting of the Board of Directors.

Chairman Ray Wilkerson presented for Board consideration the minutes for the June 26, 2013, Regular Board Meeting. Mr. David Singleton moved to approve the minutes as drafted, and Mr. Jim Mills seconded the motion. The motion carried unanimously 7-0, and the minutes were approved as drafted.

4. Approve an agreement with CDM Smith to provide traffic and revenue engineering services and operational analysis services

Mr. Bill Chapman presented this item. The proposed agreement has three major parts: miscellaneous technical services; travel modeling and operational analysis for the 183/MoPac interchange; and support for analysis of the 183 North project. Under the technical services

component, CDM Smith will provide services as requested by the Mobility Authority which are not already covered by an existing work authorization. For the 183 North project, after the environmental phase is completed the need for a Level 2 analysis and investment grade analysis will be assessed.

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

5. Accept the financial reports for June 2013.

Mr. Bill Chapman presented this item, and announced that the annual audit by PMG Helin Donovan is currently underway. An audit presentation will occur at the October Board Meeting.

There was nothing unusual to report for the June 2013 financial reports.

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

Briefing and discussion on the following:

6. Executive Director's report.

Mr. Mike Heiligenstein presented this item and provided a brief update on current projects.

7. Adjourn meeting.

Chairman Ray Wilkerson declared the meeting adjourned at 10:03 a.m. with unanimous consent.



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #4 SUMMARY

Approve naming the Mobility Authority board meeting room to honor Lowell H. Lebermann, Jr.

Strategic Plan Relevance: Regional Mobility

Department: Executive Director

Associated Costs: N/A

Funding Source: N/A

Board Action Required: Yes

Description of Matter:

This item is to honor Mr. Lowell H. Lebermann, Jr., who served as the Vice Chairman and as a member of the Executive Committee of the founding Board of Directors for the Central Texas Regional Mobility Authority.

Reference documentation:

Draft Resolution

Contact for further information:

Mike Heiligenstein, Executive Director

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

RESOLUTION NO. 13-___

**NAMING THE MOBILITY AUTHORITY BOARD MEETING ROOM
TO HONOR LOWELL H. LEBERMANN, JR.**

WHEREAS, Lowell H. Lebermann, Jr., was appointed by the Travis County Commissioners Court on December 10, 2002, as a founding member of the Board of Directors of the Central Texas Regional Mobility Authority; and

WHEREAS, at the inaugural meeting of the Board of Directors, Mr. Lebermann was unanimously elected Vice-Chairman of the Board, was selected as a member of the Executive Committee, and continued to provide exemplary leadership and service to the Mobility Authority the Board, and to the citizens of Central Texas;

WHEREAS, the sudden death of Mr. Lebermann on July 9, 2009, came as a shock to his Mobility Authority peers and family; and

WHEREAS, his trademark wit, wisdom, and raw intellect will always be remembered and cherished; and

WHEREAS, the Board of Directors wishes to memorialize his service by naming the board meeting room at the offices of the Mobility Authority in his honor.

NOW THEREFORE BE IT RESOLVED that the board meeting room at the Mobility Authority's offices at 3300 North Interstate 35, Suite 300, Austin, Texas, is hereby designated as the "Lowell H. Lebermann, Jr., Board Room;" and

BE IT FURTHER RESOLVED that the Executive Director is authorized and directed to identify the Lowell H. Lebermann, Jr., Board Room with appropriate signs and graphics.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of August, 2013.

Submitted and reviewed by:

Approved:

Mike Heiligenstein
Executive Director for the Central
Texas Regional Mobility Authority

Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 13-___
Date Passed 08/28/13



AGENDA ITEM #5 SUMMARY

Reject all bids received July 22, 2013, for improvements to the southbound 183A frontage road at RM 1431.

CENTRAL TEXAS Regional Mobility Authority

Strategic Plan Relevance:	Regional Mobility
Department:	Engineering
Associated Costs:	None.
Funding Source:	None.
Board Action Required:	Yes

Description of Matter: On May 22, 2013, the Board authorized the Mobility Authority to enter into a development agreement with Cedar Park Town Center, LP, (“Developer”) relating to construction of improvements to the southbound 183A frontage road at RM 1431. The improvements are needed to provide safe access to the site for a Costco store now under construction by the Developer. Under the development agreement, the Mobility Authority agreed to (i) procure a contractor for the construction of the improvements, (ii) provide construction oversight, and (iii) pay \$150,000.00 towards the costs of the improvements. The Developer is obligated to pay all construction costs above and beyond the \$150,000 to be paid by the Mobility Authority.

Two bids were received by the bid submittal deadline on July 22, 2013. The lowest bid exceeded the amount paid into escrow by the Developer, and the Developer determined not to pay additional funds into the escrow account to cover its portion of the construction costs.

The Executive Director recommends rejecting all bids in the interest of the Mobility Authority because sufficient funds are not available to pay the construction costs for the desired improvements.

Reference documentation: Development Agreement with Cedar Park Town Center, LP

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-___

**REJECTING ALL BIDS RECEIVED JULY 22, 2013, FOR IMPROVEMENTS TO THE
SOUTHBOUND 183A FRONTAGE ROAD AT RM 1431**

WHEREAS, in Resolution No. 13-035, dated May 22, 2013, the Board of Directors authorized execution of a development agreement with Cedar Park Town Center LP, and procurement of bids for improvements to the southbound 183A frontage road north of its intersection with RM 1431 (the "Project"); and

WHEREAS, under that development agreement, the Mobility Authority agreed to pay \$150,000.00 of the costs for the Project, with Cedar Park Town Center LP agreeing to fund the balance of the Project cost; and

WHEREAS, an invitation for bids for the construction of the Project was issued, and two bids were received on July 22, 2013; and

WHEREAS, Cedar Park Town Center LP determined not to pay into escrow the required additional funds needed to fully the Project cost, as required by the development agreement; and

WHEREAS, in accordance with Section 401.047(a)(4) of the Mobility Authority Policy Code, the Executive Director recommends that it is in the best interest of the Authority to reject all bids received for construction of the Project because there are insufficient funds available to the Mobility Authority to pay the Project costs.

NOW THEREFORE, BE IT RESOLVED, that the Board, acting on the recommendation of the Executive Director, determines that it is in the best interest of the Mobility Authority to reject all bids received for construction services for improvements to the southbound 183A frontage road at RM 1431.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of August, 2013.

Submitted and reviewed by:

Approved:

Andy Martin
General Counsel for the Central
Texas Regional Mobility Authority

Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 13-___
Date Passed: 8/28/2013

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is effective June 24, 2013, and is between the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY ("Mobility Authority") and CEDAR PARK TOWN CENTER LP, a Texas limited partnership ("Developer"). Mobility Authority and Developer may be referred to collectively in this Agreement as the "Parties," and individually as a "Party."

WHEREAS, 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 (or the developer for the owner) of certain real property in the City of Cedar Park, Texas, that abuts the southbound frontage road for 183A, as more fully described in **Exhibit 1** attached to this Agreement (the "Property").

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 and Mobility Authority have agreed on construction of a new frontage road lane and associated improvements including milling and overlay of existing pavement in the southbound 183A frontage road abutting and serving the Property, starting at a point located approximately 3,100 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, 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 milling and overlay of existing pavement and all required and related construction and drainage improvements, as generally illustrated by **Exhibit 2** to this Agreement.
2. Developer has prepared and provided to 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 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 section; and any other documents identified by Mobility Authority as necessary to construct the Roadway Project (the "Project Plans"). Based on the Project Plans, Developer has provided the Engineer's Opinion of Estimated Construction Costs dated May 13, 2013, attached as **Exhibit 3** (the "Cost Estimate"). Mobility Authority has reviewed and approved the Project Plans and the Cost Estimate. Mobility Authority hereby agrees to pay \$150,000.00 towards the total costs of the

Roadway Project paid to outside contractors for actual construction costs and construction oversight.

3. No later than five days after the effective date of this Agreement, Developer shall pay \$386,702.16 into an escrow account established in accordance with and subject to the Escrow Agreement attached as **Exhibit 4** to this Agreement (the "Escrow Agreement") as Developer's initial portion of the total estimated cost of the Roadway Project. Developer has advised Mobility Authority that Developer has entered into a certain Site Development Agreement dated March 19, 2013, with Costco Wholesale Corporation ("Costco") pursuant to which Developer has escrowed funds for, among other things, completion of the Roadway Project (such escrow being referred to herein as the "Costco Escrow"); and that funds from the Costco Escrow will be transferred from the Costco Escrow into the escrow account to be established under the Escrow Agreement.

4. Mobility Authority shall procure and supervise the construction contract for the Roadway Project in accordance with the Procurement Policies established by the Mobility Authority Policy Code. The contract shall require a completion date of 70 days after issuance of a notice to proceed, with liquidated damages payable in the amount of \$1,500.00 for each calendar day the project is not complete. Mobility Authority shall initiate the procurement process required to hire a contractor to build the Roadway Project no later than ten days after:

a. Mobility Authority, Developer, and the escrow agent identified in that agreement (the "Escrow Agent") have executed the Escrow Agreement, and a duly-executed counterpart original of the Escrow Agreement has been delivered to the Escrow Agent; and

b. the Escrow Agent has received from Developer the funds required to be paid to and held by Escrow Agent under this Agreement and the Escrow Agreement.

5. After Mobility Authority has selected the contractor to build the Roadway Project and based on that selection knows the actual cost of a construction contract with the selected contractor for the Roadway Project (the "Actual Contract Cost"), the amount of funds deposited with the Escrow Agent shall be adjusted as follows:

a. If the Actual Contract Cost is less than the total bid items cost of \$464,392.00 established by the Cost Estimate, no later than three days after signing the construction contract Mobility Authority shall provide written instructions to Escrow Agent to authorize and direct the Escrow Agent to release surplus funds and deposit them into the Costco Escrow, documenting in reasonable detail Mobility Authority's calculation of the surplus funds and confirming that the procurement process for the Roadway Project complied with the Mobility Authority's Procurement Policies. For purposes of this subsection, the amount of surplus funds is calculated by this formula:

$$(\$464,392.00 - \text{Actual Contract Cost}) \times 1.23 = \text{Surplus Funds}$$

b. If the Actual Contract Cost is more than the total bid items cost of \$464,392.00 established by the Cost Estimate, Developer shall pay the additional cost to the Escrow Agent no later than ten days after receiving written notice from Mobility Authority of the additional cost,

documenting in reasonable detail Mobility Authority's calculation of the additional cost and confirming that the procurement process for the Roadway Project complied with the Mobility Authority's Procurement Policies. The additional cost paid by Developer shall be held as escrow funds subject to the Escrow Agreement. For purposes of this subsection, the amount of additional cost is calculated by this formula:

$$(\text{Actual Contract Cost} - \$464,392.00) \times 1.23 = \text{Additional Cost}$$

Mobility Authority is not required to execute the construction contract with the selected contractor for the Roadway Project or to otherwise proceed with the Roadway Project if Developer fails to timely pay the additional cost into the escrow account under this section.

c. If a change order to the construction contract is necessary due to (i) unanticipated conditions, (ii) to correct any error or deficiency in the Project Plans, or (iii) at the written request of Developer to Mobility Authority, the payment for that change order shall be made from the escrowed funds. If the projected total cost of that change order and related construction oversight expense exceeds the amount of escrowed funds then held by Escrow Agent, Mobility Authority shall notify Developer of the total additional projected costs that exceed the escrowed funds (the "Developer's change order expense"), documenting in reasonable detail Mobility Authority's calculation of the Developer's change order expense, and confirming the change order is required to complete the Roadway Project in accordance with Project Plans revised as necessary to address a circumstance arising under this subsection. Developer shall pay the Developer's change order expense to the Escrow Agent no later than ten days after receiving written notice from Mobility Authority under this subsection of the Developer's change order expense and the reasons therefor, and the payment shall be held by the Escrow Agent as escrowed funds subject to the Escrow Agreement.

d. If a change order is not a Developer's change order expense as identified under subsection 5(c), Mobility Authority shall be solely responsible for all of the costs of any change order that it approves under the construction contract for the Road Project, including, without limitation, the costs of supervision and inspection.

e. Liquidated damages paid to the Authority by the contractor or credited by the Authority against payments otherwise due to the contractor shall be applied to actual costs incurred by the Authority for contract oversight and inspection services during the liquidated damages assessment period, in an amount not to exceed \$900.00 per day, with any remaining balance paid to the Escrow Agent to be held as escrowed funds subject to the Escrow Agreement.

6. Mobility Authority shall oversee the construction of the Roadway Project in an effective manner to provide vehicular access from the southbound frontage road for 183A to the Property no later than October 31, 2013, in accordance with the Project Plans. Mobility Authority shall require the contractor awarded the Roadway Project not to unreasonably interfere with the contemporaneous development on the Property and Mobility Authority shall exercise commercially reasonable efforts to enforce such obligation.

7. Mobility Authority may draw upon the funds deposited by Developer into the escrow account to pay its outside contractors who provide services relating to bidding and oversight of the construction contract in an amount not to exceed 8% of the contract price and to pay the contract price for construction of the Roadway Project to the bidder selected for the contract, including change orders, in accordance with the terms and conditions of the Escrow Agreement. Mobility Authority will complete and submit each draw request to Escrow Agent in the form attached as Exhibit 1 to the Escrow Agreement. After the Roadway Project is completed and accepted by Mobility Authority, and after Mobility Authority has established and paid the authorized expenses described in this section, any funds remaining in the escrow account, including any accrued interest, shall be released and deposited into the Costco Escrow by the Escrow Agent. Mobility Authority shall within a reasonable time after a written request by Developer from time to time furnish Developer with an accounting in reasonable detail of the Actual Contract Cost.

8. 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 an authorized purpose established by Section 7. Records maintained under this subsection shall be made available for review and copying by Developer upon Developer's written request.

9. All of Mobility Authority's expenditures under this Development Agreement shall be subject to audit by Developer, at Developer's request and sole expense.

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.

C. MISCELLANEOUS PROVISIONS

1. Actions Performable; Venue. Mobility Authority and 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. 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 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 (with a copy to Costco) 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 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
3300 N. IH-35, Suite 300
Austin, TX 78705
(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)

For Costco:

COSTCO WHOLESALE CORPORATION
999 Lake Drive
Issaquah, Washington 98027
Attention: Bruce Coffey, Corporate Counsel
(425) 313-8105 (facsimile)

6. Calculation of Days. Each reference in this Agreement to a day or days refers to a day that is not a Saturday, Sunday, or a legal holiday. If the last day of any period described in this Agreement is a Saturday, Sunday, or legal holiday, the period is extended to include the next day that is not a Saturday, Sunday, or legal holiday.

7. 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.

8. Assignment. This Agreement may be assigned by Developer. Developer must deliver to Mobility Authority a written acknowledgement from the entity being assigned Developer's position in this Agreement, acknowledging this Agreement and committing to assume all of 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.

9. Signature Warranty Clause; Counterparts; Digital Signatures. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of Mobility Authority and Developer, respectively. This Agreement shall be effective upon execution by handwritten signature of each of the Parties in as many counterparts as may be convenient. It shall not be necessary that the signature of all persons required appear on each counterpart. All counterparts shall collectively constitute a single instrument. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the intent of the party or the signatures thereon and thereafter attached to another counterpart identical thereto except having to it additional signature pages. An image of the handwritten signature of any party on this Agreement evidenced and transmitted by electronic means (including email, facsimile, or similar transmission) shall be deemed effective for all purposes.

10. Third Party Beneficiary; Amendments. Costco is a third party beneficiary to this Agreement. This Agreement may be amended only by means of a written amendment signed by all the Parties to this Agreement; provided, however that no amendment shall be made without the prior written consent of Costco. Any purported oral amendment of this Agreement shall be ineffective and invalid.

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

CEDAR PARK TOWN CENTER LP

By: Ainbinder Cedar Park, LLC

By: 
Mike Heiligenstein, Executive Director

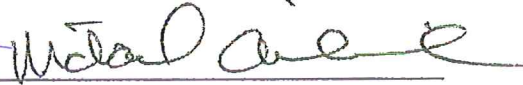
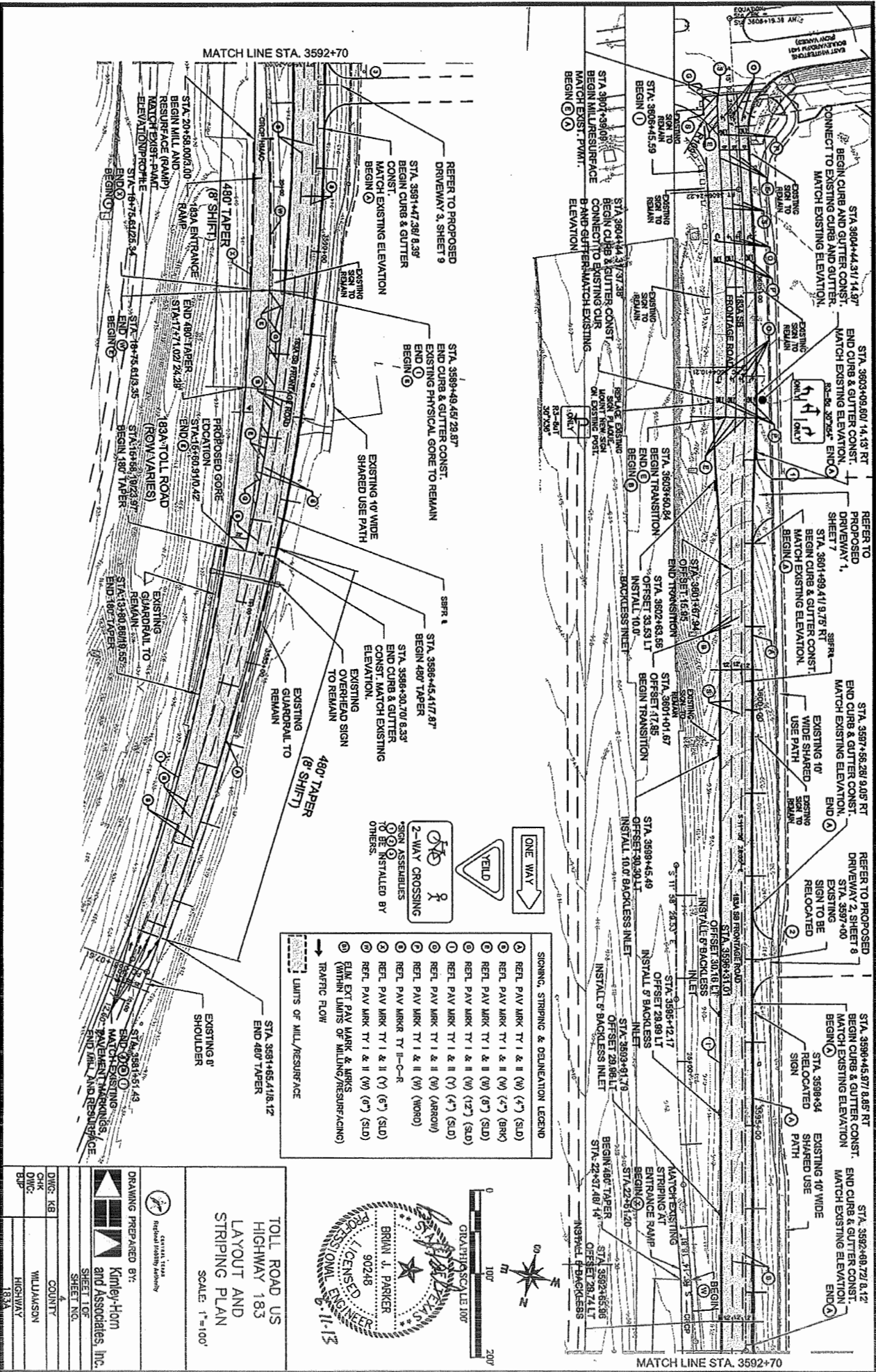
By: 
Michael C. Ainbinder
Chairman, CEO and Manager

Exhibit 1 - Description of the Property

Lots 1 - 5 and Lots 7 - 11 in the Final Plat Cedar Park Town Center - Phase II, being situated in Williamson County, Texas, out of the Sherwood J. Dover Survey, Abstract No. 168, according to the map or Plat thereof recorded in Clerk's File No. 2013022149 of the Official Public Records of Williamson County, Texas.

Exhibit 2 - Roadway Project Illustration

[on the following two pages]



STA 3904+43.17 14.87' END CURB & GUTTER CONST. MATCH EXISTING ELEVATION.

STA 3903+49.60 14.13' RT REFER TO PROPOSED DRIVEWAY 1, SHEET 7.

STA 3901+99.41 9.75' RT MATCH CURB & GUTTER CONST. MATCH EXISTING ELEVATION.

STA 3901+40.84 1.87' RT REFER TO PROPOSED DRIVEWAY 2, SHEET 6.

STA 3899+45.49 4.49' RT REFER TO PROPOSED DRIVEWAY 2, SHEET 6.

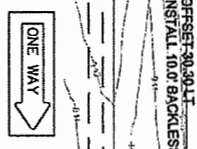
STA 3898+45.97 6.85' RT MATCH CURB & GUTTER CONST. MATCH EXISTING ELEVATION.

STA 3898+44.31 14.87' MATCH EXISTING ELEVATION.

STA 3898+40.70 6.33' RT END CURB & GUTTER CONST. MATCH EXISTING ELEVATION.

STA 3898+12.17 12.17' RT END CURB & GUTTER CONST. MATCH EXISTING ELEVATION.

STA 3897+48.14 8.14' RT END CURB & GUTTER CONST. MATCH EXISTING ELEVATION.



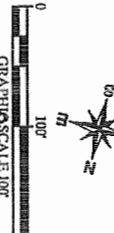
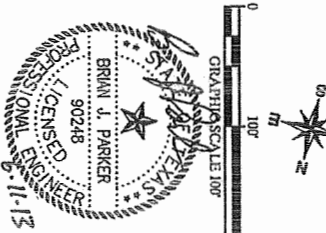
SIGNING, STRIPING & DELINEATION LEGEND

- ① REF. PAV MARK T I & II (V) (L) (SUD)
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- ㊿ REF. PAV MARK T I & II (V) (R) (BR)

① REF. PAV MARK & MARKS (WITH UNITS OF MILLION/RESURFACING)

② TRAFFIC FLOW

③ UNITS OF MILL/RESURFACING



TOLL ROAD US HIGHWAY 183 LAYOUT AND STRIPING PLAN
SCALE: 1"=100'

DRAWING PREPARED BY:
Kimley-Horn and Associates, Inc.
SHEET 1 OF 2

COUNTY: **WILLIAMSON**
HIGHWAY: **183A**

DWG. NO.: **183A**
CHK. DWG. BY: **WILLIAMSON**
DATE: **10/11/13**

Exhibit 3 - Engineer's Cost Estimate

[on the following two pages]

ENGINEER'S OPINION OF ESTIMATED CONSTRUCTION COSTS								
ROADWAY								
183-A								
PREPARED FOR: Central Texas Regional Mobility Authority						DATE: 5/13/2013		
PREPARED BY: KIMLEY-HORN AND ASSOCIATES, INC.								
ITEM NO.	S.P. NO.	ALT	DESCRIPTION	UNIT	ESTIMATED QUANTITY	PRICE PER UNIT	AMOUNT	
TRAFFIC CONTROL PLAN								
1	0500 2001		MOBILIZATION	LS	1.0	\$ 39,940.31	\$ 39,940.31	
2	0502 2001		BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	3.0	\$ 2,500.00	\$ 7,500.00	
3	6834 2002		PORTABLE CHANGEABLE MESSAGE SIGN	EA	1.0	\$ 1,500.00	\$ 1,500.00	
REMOVAL								
1	0354 2017		PLAN & TEXT CONC PAV(0" TO 2")	SY	14300.0	\$ 2.14	\$ 30,602.00	
ROADWAY								
1	0529 2004		CONC CURB & GUTTER (TY IIA)	LF	3200.0	\$ 19.38	\$ 62,016.00	
2	0530 2010		DRIVEWAYS (CONC)	SY	475.0	\$ 69.60	\$ 33,060.00	
3	3268 2003		D-GR HMA (QCQA) TY-A PG64-22	TON	380.0	\$ 70.00	\$ 26,600.00	
4	3268 2029		D-GR HMA (QCQA) TY-C SAC-A PG76-22	TON	1600.0	\$ 131.10	\$ 209,763.20	
EARTHWORK								
1	0100 2001		PREPARING ROW	AC	1.3	\$ 1,150.00	\$ 1,460.50	
2	0110 2003		EXCAVATION (SPECIAL)	CY	134.0	\$ 4.86	\$ 651.24	
3	0132 2004		EMBANKMENT (FINAL)(DENS CONT)(TY B)	CY	546.0	\$ 4.86	\$ 2,653.56	
DRAINAGE								
1	0465 2073		INLET (COMPL)(CURB)(TY 4-BC)(5')	EA	4.0	\$ 2,500.00	\$ 10,000.00	
2	0465 2074		INLET (COMPL)(CURB)(TY 4-BC)(10')	EA	2.0	\$ 5,600.00	\$ 11,200.00	
SIGNING AND PAVEMENT MARKINGS								
1	0636 2010		REPLACE EXISTING ALUMINUM SIGNS (RDSD)	EA	1.0	\$ 300	\$ 300.00	
2	0644 2056		RELOCATE SM RD SN SUP & AM TY 10BWG	EA	1.0	\$ 352	\$ 352.00	
3	0644 2070		INS SM RD SN SUP & AM TY10BWG (2) SA (T)	EA	4.0	\$ 450.32	\$ 1,801.28	
4	0666 2002		REFL PAV MRK TY I (W) 4" (BRK)(090MIL)	LF	4390.0	\$ 0.90	\$ 3,951.00	
5	0666 2011		REFL PAV MRK TY I (W) 4" (SLD)(090MIL)	LF	2600.0	\$ 0.58	\$ 1,508.00	
6	0666 2023		REFL PAV MRK TY I (W) 6" (SLD)(090MIL)	LF	475.0	\$ 0.52	\$ 247.00	
7	0666 2035		REFL PAV MRK TY I (W) 8" (SLD)(090MIL)	LF	787.0	\$ 0.94	\$ 739.78	
8	0666 2041		REFL PAV MRK TY I (W) 12"(SLD)(090MIL)	LF	260.0	\$ 3.66	\$ 951.60	
9	0666 2053		REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	14.0	\$ 196.13	\$ 2,745.82	
10	0666 2095		REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	8.0	\$ 150.95	\$ 1,207.60	
11	0666 2110		REFL PAV MRK TY I (Y) 4" (SLD)(090MIL)	LF	3025.0	\$ 0.52	\$ 1,573.00	
12	0666 2119		REFL PAV MRK TY I (Y) 6" (SLD)(090MIL)	LF	470.0	\$ 0.53	\$ 249.10	
13	0666 2142		REF PAV MRK TY II (W) 4" (BRK)	LF	4390.0	\$ 0.16	\$ 702.40	
14	0666 2145		REF PAV MRK TY II (W) 4" (SLD)	LF	2600.0	\$ 0.16	\$ 416.00	
15	0666 2149		REF PAV MRK TY II (W) 6" (SLD)	LF	475.0	\$ 0.53	\$ 251.75	
16	0666 2153		REF PAV MRK TY II (W) 8" (SLD)	LF	787.0	\$ 0.39	\$ 306.93	
17	0666 2155		REF PAV MRK TY II (W) 12" (SLD)	LF	260.0	\$ 1.04	\$ 270.40	
18	0666 2160		REF PAV MRK TY II (W) (ARROW)	EA	14.0	\$ 45.97	\$ 643.58	
19	0666 2173		REF PAV MRK TY II (W) (WORD)	EA	8.0	\$ 55.21	\$ 441.68	
20	0666 2178		REF PAV MRK TY II (Y) 4" (SLD)	LF	3025.0	\$ 0.15	\$ 453.75	
21	0666 2181		REF PAV MRK TY II (Y) 6" (SLD)	LF	470.0	\$ 0.53	\$ 249.10	
22	0672 2017		REFL PAV MRKR TY II-C-R	EA	65.0	\$ 3.76	\$ 244.40	
SW3P								
1	0166 2002		FERTILIZER	TON	0.06	\$ 800.00	\$ 48.00	
2	0164 2009		BROADCAST SEED (TEMP) (WARM)	SY	900.0	\$ 0.50	\$ 450.00	
3	0168 2001		VEGETATIVE WATERING	MG	0.05	\$ 13.66	\$ 12.17	

CSJ

183-A
TOLL ROAD

ENGINEER'S OPINION OF ESTIMATED CONSTRUCTION COSTS									
ROADWAY									
183-A									
PREPARED FOR: Central Texas Regional Mobility Authority						DATE: 5/13/2013			
PREPARED BY: KIMLEY-HORN AND ASSOCIATES, INC.									
ITEM NO.	S.P. NO.	ALT	DESCRIPTION	UNIT	ESTIMATED QUANTITY	PRICE PER UNIT	AMOUNT		
5	0506 2001		ROCK FILTER DAMS (INSTALL) (TY 1)	LF	115.0	\$ 3.00	\$ 345.00		
6	0506 2009		ROCK FILTER DAMS (REMOVE)	LF	115.0	\$ 4.00	\$ 460.00		
4	1122 2037		TEMPORARY SEDIMENT CONTROL FENCE INSTALL	LF	2465.0	\$ 1.88	\$ 4,634.20		
7	1122 2038		TEMPORARY SDMT CONTROL FENCE (INLET PROTECTION)	LF	72.0	\$ 8.10	\$ 583.20		
8	1122 2057		TEMPORARY SEDIMENT CONTROL FENCE REMOVE	LF	2465.0	\$ 0.53	\$ 1,306.45		
TOTAL BID ITEMS COST							\$	464,392.00	
CTRA CONTRIBUTION							\$	150,000.00	
SUB TOTAL							\$	314,392.00	
CONSTRUCTION ADMINISTRATIVE ENGINEERING INSPECTION (CEI)						8.00%	\$	25,151.36	
TOTAL CONTINGENCIES COST						15.00%	\$	47,158.80	
299	TOTAL PROJECT COST						\$	386,702.16	

CSJ: _____
183-A
TOLL ROAD

Exhibit 4 - Escrow Agreement

[on the following eight pages]

ESCROW AGREEMENT

This Escrow Agreement ("Escrow Agreement") is effective June 24, 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 June 24, 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 deposit \$386,702.16 in an escrow account as an initial 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 Sections 3 and 4 below.
3. **Deposit of Escrow Agreement with Escrow Agent.** No later than five 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.**
 - (a) 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 \$386,702.16 (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.
 - (b) Escrow Agent shall keep all the Escrowed Funds and any additional funds received from Developer under Section 5 of the Development Agreement 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.

(c) 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.

(d) Developer has advised Mobility Authority that Developer has entered into a certain Site Development Agreement dated March 19, 2013 with Costco Wholesale Corporation ("Costco") pursuant to which Developer has escrowed funds with Escrow Agent for, among other things, completion of the Roadway Project (such escrow being referred to herein as the "Costco Escrow"); and that a portion of the Escrowed Funds will be transferred from the Costco Escrow and the remainder will be deposited by Costco.

5. **Escrow Term.** The Escrow shall close when all of the Escrowed Funds are disbursed in accordance with Sections 6 and 7 below, as applicable.

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

(a) If Escrow Agent receives an authorization and instructions from Mobility Authority to disburse surplus funds under Section 5.a. of the Development Agreement, Escrow Agent shall disburse the authorized amount directly into the Costco Escrow no later than ten days after receipt of those instructions.

(b) Escrow Agent shall disburse any funds that remain in the Escrow Account directly into the Costco Escrow 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 7 have been disbursed to Mobility Authority.

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

(a) Mobility Authority will submit a draw request to Escrow Agent by completing and using the form attached as Exhibit 1. 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 10(d) to submit the draw request to Escrow Agent.

(b) The Escrow Agent shall disburse the draw amount to Mobility Authority or its trustee no later than five days after the date Escrow Agent receives a draw request. The draw request shall be paid in the dollar amount actually submitted in writing by Mobility Authority to the extent sufficient Escrowed Funds are available.

8. **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.

9. **Escrow Fee.** Escrow Agent waives any right to receive a fee in connection with its services under this Escrow Agreement.

10. **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) Each reference in this Agreement to a day or days refers to a day that is not a Saturday, Sunday, or a legal holiday. If the last day of any period described in this Agreement is a Saturday, Sunday, or legal holiday, the period is extended to include the next day that is not a Saturday, Sunday, or legal holiday.

(c) 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.

(d) 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 (with a copy to Costco) 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 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
3300 N. IH-35, Suite 300
Austin, Texas 78705
(512) 996-9778
(512) 996-9784 (facsimile)
Email: wburford@ctrma.org

Costco: Costco Wholesale Corporation
999 Lake Drive
Issaquah, Washington 98027
Attention: Bruce Coffey, Corporate Counsel
(425) 313-8105 (facsimile)
Email: Bcoffey@Costco.com

(e) 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.

(f) Costco is a third party beneficiary to this Agreement. This Escrow Agreement may be amended only by means of a written amendment signed by all the Parties to this Escrow Agreement; provided, however that no amendment shall be made without the prior written consent of Costco. Any purported oral amendment of this Escrow Agreement shall be ineffective and invalid.

(g) 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. An image of the handwritten signature of any party on this Escrow Agreement evidenced and transmitted by electronic means (including email, facsimile, or similar transmission) shall be deemed effective for all purposes.

(h) The captions contained in this Escrow Agreement are for purposes of identification only and shall not be considered in construing this Escrow Agreement.

(i) 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.

(j) 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.

(k) 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.

11. **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.


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

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

Executed to be effective as of the Effective Date.

MOBILITY AUTHORITY

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

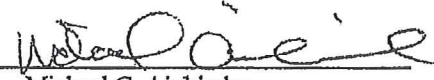
By: 
Mike Heiligenstein
Executive Director

Date: _____

DEVELOPER:

CEDAR PARK TOWN CENTER LP

By: Ainbinder Cedar Park, LLC

By: 
Michael C. Ainbinder
Chairman, CEO and Manager

ESCROW AGENT:

VERITAS TITLE PARTNERS, L.P.

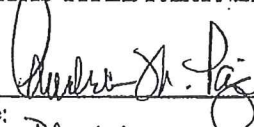
By: 
Name: SHANDRA M. PAIGE
Title: PRINCIPAL
Date: June 26, 2013

EXHIBIT 1

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 Mobility Authority to HNTB Corporation, its general engineering consultant, for services relating to procurement and oversight of the construction contract for the Roadway Project.
2. Reimbursement of costs paid by Mobility Authority to _____, its _____ for services relating to procurement and oversight of the construction contract for the Roadway Project.
3. Reimbursement of costs paid by Mobility Authority to _____, the general contractor selected by Mobility Authority, for costs and charges incurred under the contract to construct the Roadway Project, including any change orders authorized under that contract.

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. Mobility Authority has provided a true and correct copy of this draw request to Developer and to Costco 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 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

Costco Wholesale Corporation
999 Lake Drive
Issaquah, Washington 98027
Attention: Bruce Coffey, Corporate Counsel



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #6 SUMMARY

Authorize the Executive Director to execute a restated and amended development agreement with Cedar Park Town Center L.P.; procure bids to improve the southbound 183A frontage road at RM 1431; award a contract to the lowest best bidder; and execute a contract with the lowest best bidder.

Strategic Plan Relevance: Regional Mobility

Department: Engineering

Associated Costs: \$150,000

Funding Source: General Funds (The Developer has agreed to an estimate for construction costs, plus a 15% contingency reserve and 8% for fees the Mobility Authority will incur for oversight and inspection. The work includes minor roadway improvements desired by the Mobility Authority, to be paid by the Mobility Authority).

Board Action Required: Yes

Description of Matter: On May 22, 2013, the Board authorized the Mobility Authority to enter into a development agreement with the Cedar Park Town Center, LP (“Developer”) regarding construction of a right turn lane and associated improvements to the southbound 183A frontage road at RM 1431. The improvements are in connection with the construction of a new Costco store.

Two bids to construct the improvements were received and opened on July 22, 2013. The Developer determined not to pay the additional \$215,919.52 into the escrow account as provided by the development agreement to assure payment of the developer’s portion of the total construction costs.

Developer has requested the Mobility Authority enter into a restated and amended development agreement and escrow agreement and issue a new procurement for a construction contract for the improvements. In the proposed agreement, a new estimate of construction costs has been calculated by averaging the amounts submitted by the two bidders, increasing the previous estimate for the bid items cost from \$464,392.00 to \$653,262.18. Before soliciting new bides, the developer is required to pay an additional \$232,310.32 into the escrow account, so that

the accounts contains a total of \$619,012.48 to assure payment of the Developer's contribution of the total improvement costs, including the construction contract, oversight, and a contingency amount of 15%. The agreement continues to provide for a refund of surplus funds from the escrow account if the contract with the lowest best bid is less than the \$653,262.18 estimate for the bid items; and the developer must pay additional funds into escrow if the lowest best bid exceeds that estimate.

The proposed resolution approves and authorizes the Executive Director to execute the restated and amended development agreement and escrow agreement, authorizes procurement of a construction contract for the proposed improvements, and further authorizes the executive director to award and execute a contract without further Board action if the cost to the Mobility Authority does not exceed the \$150,000.00 established by the development agreement and sufficient funds are deposited into the escrow account to pay construction costs, oversight, and provide a 15% contingency.

Reference documentation:

Proposed Resolution
Proposed Contract Documents

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 RESTATED AND
AMENDED DEVELOPMENT AGREEMENT WITH CEDAR PARK TOWN CENTER
L.P., PROCURE BIDS TO IMPROVE THE SOUTHBOUND 183A FRONTAGE ROAD
AT RM 1431; AWARD A CONTRACT TO THE LOWEST BEST BIDDER, AND
EXECUTE A CONTRACT WITH THE LOWEST BEST BIDDER.**

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 construct improvements to the southbound 183A frontage road to provide safer access to the accessed property after it is developed for retail uses (the “Project”); and

WHEREAS, in accordance with the development agreement with Developer effective June 24, 2013, the Mobility Authority solicited bids to construct the Project, but has rejected all bids received on July 22, 2013, for the Project because the Developer did not pay additional funds into escrow as required by the development agreement; and

WHEREAS, the Developer has requested that the Mobility Authority enter into a restated and amended development agreement and restated and amended escrow agreement in the form or substantially the form attached as Exhibit 1 (the “Restated Agreements”), and that the Mobility Authority solicit new bids for the Project in accordance with the terms and conditions of the proposed Restated Agreements; and

WHEREAS, the Executive Director recommends approval of the proposed Restated Agreements so the Project may proceed;

NOW THEREFORE, BE IT RESOLVED, that the Board hereby approves the proposed Restated Agreements, and authorizes the Executive Director to execute the Restate Agreements with Cedar Park Town Center LP in the form or substantially in the forms 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 Project in accordance with terms and conditions of the Restated Agreements and the Mobility Authority’s procurement policies; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized without further action by the Board to award a contract to construct the Project to the lowest best bidder consistent with the Mobility Authority Procurement Policies, the invitation to bid, the bid proposal package received from lowest best bidder, and this resolution; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized without further action by the Board to execute a contract with the lowest best bidder to construct the Project, on terms and conditions acceptable to the Executive Director and consistent with Mobility Authority Procurement Policies, the invitation to bid, the bid proposal package received from lowest best bidder, and this resolution, but only after the Executive Director has determined that Developer has complied with all payment and other obligations established by the Restated Agreements and that the total cost to the Mobility Authority to construct the Project will not exceed \$150,000.00.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of August, 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: 8/28/13

ATTACHMENT “A” TO RESOLUTION 13-
PROPOSED RESTATED AGREEMENTS WITH
CEDAR PARK TOWN CENTER LP

[on the following 18 pages]

RESTATED AND AMENDED
DEVELOPMENT AGREEMENT

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

WHEREAS, 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 (or the developer for the owner) of certain real property in the City of Cedar Park, Texas, that abuts the southbound frontage road for 183A, more fully described as follows:

Lots 1 - 5 and Lots 7 - 11 in the Final Plat Cedar Park Town Center - Phase II, being situated in Williamson County, Texas, out of the Sherwood J. Dover Survey, Abstract No. 168, according to the map or Plat thereof recorded in Clerk’s File No. 2013022149 of the Official Public Records of Williamson County, Texas (the “Property”); and

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 and Mobility Authority have agreed on construction of a new frontage road lane and associated improvements including milling and overlay of existing pavement in the southbound 183A frontage road abutting and serving the Property, starting at a point located approximately 3,100 feet north of RM 1431, continuing south to the intersection of the southbound 183A frontage road with RM 1431 (the “Roadway Project”); and

WHEREAS, Mobility Authority and Developer entered into that certain Development Agreement effective June 24, 2013 (the “Initial Agreement”), providing, among other things, for the funding by the Parties of the Roadway Project (with all capitalized terms not defined in this Agreement having the same meanings ascribed to them in the Initial Agreement); and

WHEREAS, Mobility Authority and Developer also entered into that certain Escrow Agreement effective June 24, 2013 (the “Initial Escrow Agreement”), and, in accordance with the Initial Agreement and the Initial Escrow Agreement, Developer has paid \$386,702.16 into the escrow account (the “Initial Escrowed Funds”) and the Initial Escrowed Funds are currently held by the Escrow Agent pursuant to the terms and conditions of the Initial Escrow Agreement; and

WHEREAS, after consulting with Developer, the Development Agreement included a Cost Estimate of \$464,392 for the Roadway Project; and

WHEREAS, in accordance with the Initial Agreement, Mobility Authority solicited bids to procure a construction contract for the Roadway Project, including an estimated project cost of between \$400,000 to \$500,000 in the bid solicitation; and

WHEREAS, following the bidding process, the lowest bid for constructing the Roadway Project was \$639,836, an amount substantially in excess of the estimated cost; and

WHEREAS, the Developer has determined not to pay the additional funds of \$215,919.52 into escrow by August 13, 2013, as required by the Initial Agreement to fund the Developer's agreed portion of the cost of the Roadway Project; and

WHEREAS, because Developer has elected not to pay the additional funds into escrow to fund the Developer's agreed portion of the cost of the Roadway Project, the Mobility Authority has determined it is in its best interest to reject all bids submitted to construct the Roadway Project; and

WHEREAS, the Parties desire to initiate a new procurement process for the Roadway Project in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, 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 milling and overlay of existing pavement and all required and related construction and drainage improvements, as generally illustrated by **Exhibit 1** to this Agreement.

2. Developer has prepared and provided to 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 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 section; and any other documents identified by Mobility Authority as necessary to construct the Roadway Project (the "Project Plans"). Based on the Project Plans and on previous bids submitted to the Mobility Authority to build the Project Plans, Mobility Authority has provided its Engineer's Opinion of Estimated Construction Costs dated August 16, 2013, attached as **Exhibit 2** (the "Cost Estimate"). Developer and Mobility Authority have reviewed and hereby approve the Project Plans and the Cost Estimate. Mobility Authority hereby agrees to pay \$150,000.00 of the total costs of the Roadway Project that are payable to outside contractors for actual construction costs and construction oversight.

3. No later than one day after the effective date of this Agreement, Developer shall pay an additional \$232,310.32 into the escrow account established in accordance with and subject to the Restated and Amended Escrow Agreement attached as **Exhibit 3** to this Agreement (the "Escrow Agreement") as assurance for Developer's payment of that portion of the total estimated cost of the Roadway Project to be paid by Developer. Developer has advised Mobility Authority that

Developer has entered into a certain Site Development Agreement dated March 19, 2013, with Costco Wholesale Corporation (“Costco”) pursuant to which Developer has escrowed funds for, among other things, completion of the Roadway Project (such escrow being referred to herein as the “Costco Escrow”); and that funds from the Costco Escrow may be transferred from the Costco Escrow into the escrow account to be established under the Escrow Agreement.

4. Mobility Authority shall procure and supervise the construction contract for the Roadway Project in accordance with the Procurement Policies established by the Mobility Authority Policy Code. The contract shall require a completion date of 70 days after issuance of a notice to proceed, with liquidated damages payable in the amount of \$1,500.00 for each calendar day the project is not complete. Mobility Authority shall publish the notice of contract letting required under its Procurement Policies no later than one day after:

a. Mobility Authority, Developer, and the escrow agent identified in that agreement (the “Escrow Agent”) have executed the Escrow Agreement, and a duly-executed counterpart original of the Escrow Agreement has been delivered to the Escrow Agent; and

b. the Escrow Agent has received from Developer and holds the \$232,310.32 required to be paid under this Agreement in addition to the \$386,702.16 previously paid to and held by Escrow Agent under the Escrow Agreement, and provides written notice and confirmation to Mobility Authority that Escrow Agent holds Escrowed Funds in a total amount of \$619,012.48.

5. After Mobility Authority has selected a contractor to build the Roadway Project, and based on the actual cost established by the bid submitted by the selected contractor for the Roadway Project (the “Actual Contract Cost”), the amount of funds deposited with the Escrow Agent shall be adjusted as follows:

a. If the Actual Contract Cost is less than the total bid items cost of \$653,262.18 established by the Cost Estimate, no later than three days after signing the construction contract Mobility Authority shall provide written instructions to Escrow Agent to authorize and direct the Escrow Agent to release 66% of the surplus funds to Developer and 34% of the surplus funds to Costco, documenting in reasonable detail Mobility Authority’s calculation of the surplus funds and confirming that the procurement process for the Roadway Project complied with the Mobility Authority’s Procurement Policies. For purposes of this subsection, the amount of surplus funds is calculated by this formula:

$$(\$653,262.18 - \text{Actual Contract Cost}) \times 1.23 = \text{Surplus Funds}$$

b. If the Actual Contract Cost is more than the total bid items cost of \$653,262.18 established by the Cost Estimate, Developer shall pay the additional cost to the Escrow Agent no later than three days after receiving written notice from Mobility Authority of the additional cost, documenting in reasonable detail Mobility Authority’s calculation of the additional cost and confirming that the procurement process for the Roadway Project complied with the Mobility Authority’s Procurement Policies. The additional cost paid by Developer shall be held as escrow funds subject to the Escrow Agreement. For purposes of this subsection, the amount of additional cost is calculated by this formula:

(Actual Contract Cost - \$653,262.18) x 1.23 = Additional Cost

Mobility Authority is not required to execute a construction contract with the selected contractor for the Roadway Project or to otherwise proceed with the Roadway Project if Developer fails to timely pay the Additional Cost into the escrow account under this section.

c. If a change order to the construction contract is necessary due to (i) unanticipated conditions, (ii) to correct any error or deficiency in the Project Plans, or (iii) at the written request of Developer to Mobility Authority, the payment for that change order shall be made from the escrowed funds. If the projected total cost of that change order and related construction oversight expense exceeds the amount of escrowed funds then held by Escrow Agent, Mobility Authority shall notify Developer of the total additional projected costs that exceed the escrowed funds (the "Developer's change order expense"), documenting in reasonable detail Mobility Authority's calculation of the Developer's change order expense, and confirming the change order is required to complete the Roadway Project in accordance with Project Plans revised as necessary to address a circumstance arising under this subsection. Developer shall pay the Developer's change order expense to the Escrow Agent no later than ten days after receiving written notice from Mobility Authority under this subsection of the Developer's change order expense and the reasons therefor, and the payment shall be held by the Escrow Agent as escrowed funds subject to the Escrow Agreement.

d. If a change order is not a Developer's change order expense as identified under subsection (c) of this section 5, Mobility Authority shall be solely responsible for all of the costs of any change order that it approves under the construction contract for the Road Project, including, without limitation, the costs of supervision and inspection.

e. Liquidated damages paid to the Authority by the contractor or credited by the Authority against payments otherwise due to the contractor shall be applied to actual costs incurred by the Authority for contract oversight and inspection services during the liquidated damages assessment period, in an amount not to exceed \$900.00 per day, with any remaining balance paid to the Escrow Agent to be held as escrowed funds subject to the Escrow Agreement.

6. Mobility Authority shall use best efforts in its oversight of the construction of the Roadway Project to provide reasonable vehicular access from the southbound frontage road for 183A to the Property no later than October 31, 2013, in accordance with the Project Plans. Mobility Authority shall require the contractor awarded the Roadway Project not to unreasonably interfere with the contemporaneous development on the Property and Mobility Authority shall exercise commercially reasonable efforts to enforce such obligation.

7. Mobility Authority may draw upon the funds deposited by Developer into the escrow account to pay its outside contractors who provide services relating to bidding and oversight of the construction contract in an amount not to exceed 8% of the contract price and to pay the contract price for construction of the Roadway Project to the bidder selected for the contract, including change orders, in accordance with the terms and conditions of the Escrow Agreement. Mobility Authority will complete and submit each draw request to Escrow Agent in the form attached as Exhibit 1 to the Escrow Agreement. After the Roadway Project is completed and

accepted by Mobility Authority, and after Mobility Authority has established and paid the authorized expenses described in this section, any funds remaining in the escrow account, including any accrued interest, shall be released and deposited into the Costco Escrow by the Escrow Agent. Mobility Authority shall within a reasonable time after a written request by Developer from time to time furnish Developer with an accounting in reasonable detail of the Actual Contract Cost.

8. 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 an authorized purpose established by Section 7. Records maintained under this subsection shall be made available for review and copying by Developer upon Developer's written request.

9. All of Mobility Authority's expenditures under this Development Agreement shall be subject to audit by Developer, at Developer's request and sole expense.

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 five 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.

C. MISCELLANEOUS PROVISIONS

1. Actions Performable; Venue. Mobility Authority and 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. 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 Mobility Authority.

4. Exhibits. All exhibits and attachments attached hereto are incorporated herein by this reference.

Exhibit 1	-	Roadway Project Illustration
Exhibit 2	-	Engineer's Cost Estimate
Exhibit 3	-	Restated and Amended 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 (with a copy to Costco) 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 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
3300 N. IH-35, Suite 300
Austin, TX 78705
(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)

For Costco:

COSTCO WHOLESALE CORPORATION
999 Lake Drive
Issaquah, Washington 98027
Attention: Bruce Coffey, Corporate Counsel
(425) 313-8114 (facsimile)

6. Calculation of Days. Each reference in this Agreement to a day or days refers to a day that is not a Saturday, Sunday, or a legal holiday. If the last day of any period described in this Agreement is a Saturday, Sunday, or legal holiday, the period is extended to include the next day that is not a Saturday, Sunday, or legal holiday.

7. 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.

8. Assignment. This Agreement may be assigned by Developer. Developer must deliver to Mobility Authority a written acknowledgement from the entity being assigned Developer's position in this Agreement, acknowledging this Agreement and committing to assume all of 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.

9. Signature Warranty Clause; Counterparts; Digital Signatures. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of Mobility Authority and Developer, respectively. This Agreement shall be effective upon execution by handwritten signature of each of the Parties in as many counterparts as may be convenient. It shall not be necessary that the signature of all persons required appear on each counterpart. All counterparts shall collectively constitute a single instrument. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the intent of the party or the signatures thereon and thereafter attached to another counterpart identical thereto except having to it additional signature pages. An image of the handwritten signature of any party on this Agreement evidenced and transmitted by electronic means (including email, facsimile, or similar transmission) shall be deemed effective for all purposes.

10. Third Party Beneficiary; Amendments. Costco is a third party beneficiary to this Agreement. This Agreement may be amended only by means of a written amendment signed by all the Parties to this Agreement; provided, however that no amendment shall be made without the prior written consent of Costco. Any purported oral amendment of this Agreement shall be ineffective and invalid.

11. Consent by Costco. Costco joins in the execution of this Restated and Amended Development Agreement to give its consent as provided in Section 10 of the Initial Agreement.

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

CEDAR PARK TOWN CENTER LP

By: Ainbinder Cedar Park, LLC

By: _____
Mike Heiligenstein, Executive Director

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

COSTCO WHOLESALE CORPORATION

By: _____

Name: _____

Title: _____

Exhibit 1 - Roadway Project Illustration

[on the following two pages]

DRAFT

Exhibit 2 - Cost Estimate

DRAFT

Engineer's Opinion of Estimated Construction Costs dated August 16, 2013					HNTB Estimate	
NO.	ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	COST
1	0500-2001	MOBILIZATION	LS	1	\$63,500.00	\$63,500.00
2	0502-2001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	3	\$3,750.00	\$11,250.00
3	6834-2002	PORTABLE CHANGEABLE MESSAGE SIGN	EA	1	\$8,500.00	\$8,500.00
4	0354-2017	PLANE & TEXT CONC PAV (0"-2")	SY	14300	\$2.50	\$35,750.00
5	0529-2004	CONC CURB AND GUTTER (TY IIA)	LF	3200	\$21.50	\$68,800.00
6	0530-2010	DRIVEWAYS (CONC)	SY	475	\$85.00	\$40,375.00
7	3268-2003	D-GR HMA (QCQA) TY-A PG64-22	TON	380	\$135.00	\$51,300.00
8	3268-2029	D-GR HMA (QCQA) TY-C SAC-A PG76-22	TON	1600	\$95.50	\$152,800.00
9	0100-2001	PREP ROW	AC	1.27	\$18,500.00	\$23,495.00
10	0110-2003	EXCAVATION (SPECIAL)	CY	134	\$185.00	\$24,790.00
11	0132-2004	EMBANKMENT (FINAL)(DENS CONT)(TY B)	CY	546	\$57.50	\$31,395.00
12	0465-2073	INLET (COMPL)(CURB)(TY4-BC)(5')	EA	4	\$5,750.00	\$23,000.00
13	0465-2074	INLET (COMPL)(CURB)(TY4-BC)(10')	EA	2	\$7,850.00	\$15,700.00
14	0636-2010	REPLACE EXIST ALUM SIGNS (RDS)	EA	1	\$467.50	\$467.50
15	0644-2056	RELOCATE SM RD SN SUP & AM TY 10BWG	EA	1	\$417.50	\$417.50
16	0644-2070	INS SM RD SN SUP & AM TY10BWG (2)SA (T)	EA	4	\$705.00	\$2,820.00
17	0666-2002	REFL PAV MRK TY I (W) 4" (BRK)(090 MIL)	LF	4390	\$0.45	\$1,975.50
18	0666-2011	REFL PAV MRK TY I (W) 4" (SLD)(090 MIL)	LF	2600	\$0.45	\$1,170.00
19	0666-2023	REFL PAV MRK TY I (W) 6" (SLD)(090 MIL)	LF	475	\$0.85	\$403.75
20	0666-2035	REFL PAV MRK TY I (W) 8" (SLD)(090 MIL)	LF	787	\$2.75	\$2,164.25
21	0666-2041	REFL PAV MRK TY I (W) 12" (SLD)(090 MIL)	LF	260	\$3.50	\$910.00
22	0666-2053	REFL PAV MRK TY I (W) (ARROW)(090 MIL)	EA	14	\$150.00	\$2,100.00
23	0666-2095	REFL PAV MRK TY I (W) (WORD)(090 MIL)	EA	8	\$250.00	\$2,000.00
24	0666-2110	REFL PAV MRK TY I (Y) 4" (SLD)(090 MIL)	LF	3025	\$0.40	\$1,210.00
25	0666-2119	REFL PAV MRK TY I (Y) 6" (SLD)(090 MIL)	LF	470	\$0.70	\$329.00
26	0666-2142	REFL PAV MRK TY II (W) 4" (BRK)	LF	4390	\$0.20	\$878.00
27	0666-2145	REFL PAV MRK TY II (W) 4" (SLD)	LF	2600	\$0.20	\$520.00
28	0666-2149	REFL PAV MRK TY II (W) 6" (SLD)	LF	475	\$0.55	\$261.25
29	0666-2153	REFL PAV MRK TY II (W) 8" (SLD)	LF	787	\$1.65	\$1,298.55
30	0666-2155	REFL PAV MRK TY II (W) 12" (SLD)	LF	260	\$1.90	\$494.00
31	0666-2160	REFL PAV MRK TY II (W) (ARROW)	EA	14	\$45.00	\$630.00
32	0666-2173	REFL PAV MRK TY II (W) (WORD)	EA	8	\$92.50	\$740.00
33	0666-2178	REFL PAV MRK TY II (Y) 4" (SLD)	LF	3025	\$0.20	\$605.00
34	0666-2181	REFL PAV MRK TY II (Y) 6" (SLD)	LF	470	\$0.50	\$235.00
35	0672-2017	REFL PAV MRKR TY II-C-R	EA	65	\$16.50	\$1,072.50
36	0166-2002	FERTILIZER	LB	112.5	\$1.05	\$118.13
37	0164-2009	BROADCAST SEED (TEMP)(WARM)	SY	900	\$0.65	\$585.00
38	0168-2001	VEGETATIVE WATERING	MG	0.02	\$27,100.00	\$542.00
39	0506-2001	ROCK FILTER DAMS (INSTALL)(TY 1)	LF	115	\$16.50	\$1,897.50
40	0506-2009	ROCK FILTER DAMS (REMOVE)	LF	115	\$7.00	\$805.00
41	1122-2037	TEMPORARY SEDIMENT CONTROL FENCE INSTALL	LF	2465	\$2.00	\$4,930.00
42	1122-2038	TEMPORARY SEDIMENT CONTROL FENCE (INLET PROTECTION)	LF	72	\$8.00	\$576.00
43	1122-2057	TEMPORARY SEDIMENT CONTROL FENCE REMOVE	LF	2465	\$0.35	\$862.75
44	690	REMOVAL OF SIDEWALKS	SF	2803	\$5.00	\$14,015.00
45	531	CONCRETE SIDEWALK (4")	SY	305	\$52.00	\$15,860.00
46	531	CONCRETE SIDEWALK (6")	SY	137	\$72.00	\$9,864.00
47	247	FLEXBASE (TYA GR5)	TON	310	\$51.00	\$15,810.00
48	160	TOP SOIL	CY	468	\$30.00	\$14,040.00
						\$653,262.18
						\$150,000.00 <= CTRMA Construction Cost Contribution
						\$503,262.18 <= Developer Construction Cost Contribution
						\$75,489.33 <= 15% CONTINGENCY
						\$40,260.97 <= 8% CEI
						\$619,012.48 <= TOTAL DEVELOPER ESCROW AMOUNT

Exhibit 3 – Restated and Amended Escrow Agreement

[on the following eight pages]

DRAFT

RESTATED AND AMENDED

ESCROW AGREEMENT

This Restated and Amended Escrow Agreement (“Escrow Agreement”) is effective August ____, 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, Mobility Authority, and Veritas are parties to that certain Escrow Agreement effective June 24, 2013, under which Veritas has received and holds in the escrow account established under that Escrow Agreement the sum of \$386,702.16 (the “Existing Escrow Funds”); and

WHEREAS, Developer and Mobility Authority have entered into a Restated and Amended Development Agreement effective August ____, 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 deposit additional funds into the escrow account along with the Existing Escrow Funds 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 Sections 3 and 4 below.
3. **Deposit of Escrow Agreement with Escrow Agent.** No later than one day 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.**
 - (a) 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

\$232,310.32 (the “New Escrow Funds”). Escrow Agent shall not be responsible for the collection of the New Escrow Funds and may fully rely on Developer to assure the New Escrow Funds are timely deposited.

(b) Escrow Agent shall keep the Existing Escrow Funds, the New Escrow Funds, and any additional funds received from Developer under Section A.5 of the Development Agreement (collectively, 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.

(c) 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.

(d) Developer has advised Mobility Authority that Developer has entered into a certain Site Development Agreement dated March 19, 2013 with Costco Wholesale Corporation (“Costco”) pursuant to which Developer has escrowed funds with Escrow Agent for, among other things, completion of the Roadway Project (such escrow being referred to herein as the “Costco Escrow”); and that a portion of the Escrowed Funds will be transferred from the Costco Escrow and the remainder will be deposited by Costco.

5. **Escrow Term**. The Escrow shall close when all of the Escrowed Funds are disbursed in accordance with Sections 6 and 7 below, as applicable.

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

(a) If Escrow Agent receives an authorization and instructions from Mobility Authority to disburse surplus funds under Section A.5.a. of the Development Agreement, Escrow Agent shall disburse 66% of the authorized amount directly to Developer and 34% of the authorized amount directly to Costco no later than ten days after receipt of those instructions.

(b) Escrow Agent shall disburse any funds that remain in the Escrow Account directly into the Costco Escrow 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 7 have been disbursed to Mobility Authority.

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

(a) Mobility Authority will submit a draw request to Escrow Agent by completing and using the form attached as Exhibit 1. 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 10(d) to submit the draw request to Escrow Agent.

(b) The Escrow Agent shall disburse the draw amount to Mobility Authority or its trustee no later than five days after the date Escrow Agent receives a draw request. The draw request shall be paid in the dollar amount actually submitted in writing by Mobility Authority to the extent sufficient Escrowed Funds are available.

8. **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.

9. **Escrow Fee.** Escrow Agent waives any right to receive a fee in connection with its services under this Escrow Agreement.

10. **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) Each reference in this Agreement to a day or days refers to a day that is not a Saturday, Sunday, or a legal holiday. If the last day of any period described in this Agreement is a Saturday, Sunday, or legal holiday, the period is extended to include the next day that is not a Saturday, Sunday, or legal holiday.

(c) 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.

(d) 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 (with a copy to Costco) 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 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
3300 N. IH-35, Suite 300
Austin, Texas 78705
(512) 996-9778
(512) 996-9784 (facsimile)
Email: wburford@ctrma.org

Costco: Costco Wholesale Corporation
999 Lake Drive
Issaquah, Washington 98027
Attention: Bruce Coffey, Corporate Counsel
(425) 313-8114 (facsimile)
Email: Bcoffey@Costco.com

(e) 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.

(f) Costco is a third party beneficiary to this Agreement. This Escrow Agreement may be amended only by means of a written amendment signed by all the Parties to this Escrow Agreement; provided, however that no amendment shall be made without the prior written consent of Costco. Any purported oral amendment of this Escrow Agreement shall be ineffective and invalid.

(g) 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. An image of the handwritten signature of any party on this Escrow Agreement evidenced and transmitted by electronic means (including email, facsimile, or similar transmission) shall be deemed effective for all purposes.

(h) The captions contained in this Escrow Agreement are for purposes of identification only and shall not be considered in construing this Escrow Agreement.

(i) 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.

(j) 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.

(k) 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.

(l) Costco joins in the execution of this Restated and Amended Escrow Agreement to give its consent as provided in Section 10(f) of the Escrow Agreement effective June 24, 2013.

11. **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.

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

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

Executed to be effective as of the Effective Date.

MOBILITY AUTHORITY

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

By: _____
Mike Heiligenstein
Executive Director

Date: _____

DEVELOPER:

CEDAR PARK TOWN CENTER LP

By: Ainbinder Cedar Park, LLC

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

ESCROW AGENT:

VERITAS TITLE PARTNERS, L.P.

By: _____

Name: _____

Title: _____

Date: _____

COSTCO WHOLESALE CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1

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 Mobility Authority to HNTB Corporation, its general engineering consultant, for services relating to procurement and oversight of the construction contract for the Roadway Project.
2. Reimbursement of costs paid by Mobility Authority to _____, its _____ for services relating to procurement and oversight of the construction contract for the Roadway Project.
3. Reimbursement of costs paid by Mobility Authority to _____, the general contractor selected by Mobility Authority, for costs and charges incurred under the contract to construct the Roadway Project, including any change orders authorized under that contract.

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. Mobility Authority has provided a true and correct copy of this draw request to Developer and to Costco 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 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

Costco Wholesale Corporation
999 Lake Drive
Issaquah, Washington 98027
Attention: Bruce Coffey, Corporate Counsel



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #7 SUMMARY

Approve an amended and restated landscape license agreement with the Block House Municipal Utility District.

Strategic Plan Relevance:	Regional Mobility
Department:	Engineering
Associated Costs:	None
Funding Source:	N/A
Board Action Required:	Yes

Description of Matter: On July 31, 2009, the Board authorized the Mobility Authority to enter into a Landscape License Agreement with the Block House Municipal Utility District to maintain the planter beds located in the Mobility Authority right-of-way at the entrance to Scottsdale Drive. The proposed Amended and Restated Landscape License Agreement extends those rights and privileges to extend the area for landscaping to the edge of the 183A shared use path constructed after the original agreement was executed.

Reference documentation:

Draft Resolution
Draft Amended and Restated Landscape License Agreement

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 AN AMENDED AND RESTATED LANDSCAPE LICENSE
AGREEMENT WITH THE BLOCK HOUSE MUNICIPAL UTILITY DISTRICT.**

WHEREAS, the Mobility Authority previously constructed the connection of Scottsdale Drive and the southbound frontage road of 183A, including signage and landscape improvements located in a portion of the 183A right of way (the "Landscape Improvements"); and

WHEREAS, under a Landscape License Agreement by and between the MUD and Mobility Authority effective August 1, 2009, the Landscape Improvements are maintained by the Block House Municipal Utility District (the "MUD") at the MUD's sole cost and expense; and

WHEREAS, the MUD has requested an amendment to the Landscape License Agreement to extend the area for Landscaped Improvements to the edge of the 183A shared use path constructed by the Mobility Authority after August 1, 2009; and

WHEREAS, the Executive Director and the MUD have negotiated a proposed Amended and Restated Landscape License Agreement attached as Exhibit 1.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves the proposed Amended and Restated Landscape License Agreement; and

BE IT FURTHER RESOLVED that the Amended and Restated Landscape License Agreement may be finalized and executed by the Executive Director on behalf of the Mobility Authority in the form or substantially the form attached as Exhibit 1.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of August, 2013.

Submitted and reviewed by:

Approved:

Andy Martin
General Counsel for the Central
Texas Regional Mobility Authority

Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 13-___
Date Passed: 8/28/2013

EXHIBIT 1 TO RESOLUTION 13-

AMENDED AND RESTATED LANDSCAPE LICENSE AGREEMENT

WITH BLOCK HOUSE MUNICIPAL UTILITY DISTRICT

[on the following 6 pages]

AMENDED AND RESTATED LANDSCAPE LICENSE AGREEMENT

THIS AMENDED AND RESTATED LANDSCAPE LICENSE AGREEMENT (this "License") is entered into effective _____, 2013 by and between **CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**, a political subdivision of the State of Texas operating under Chapter 370 of the Texas Transportation Code ("Authority"), and **BLOCK HOUSE MUNICIPAL UTILITY DISTRICT**, a political subdivision of the State of Texas operating under Chapters 49 and 54 of the Texas Water Code ("District"), and is as follows:

RECITALS

A. Authority is the owner of:

Lot 61, Block A, Block House Creek Phase D Section Four, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded under Document No. 2000057765, Official Public Records of Williamson County, Texas; and

a 0.957 acre tract of land located in the S.J. Dover Survey, Abstract No. 168, Williamson County, Texas, conveyed to Authority by Williamson County, Texas in that certain Quitclaim Deed (183A Right of Way), dated January 25, 2005 and recorded under Document No. 200500717, Official Public Records of Williamson County, Texas, and more fully described in that certain Donation Special Warranty Deed (Highway 183-A Right-of-Way), dated August 6, 2004 and recorded under Document No. 2004063361, Official Public Records of Williamson County, Texas

(collectively, the "Property").

B. Authority and District previously entered into a Landscape License Agreement dated effective August 1, 2009 (the "Original License") under which Authority granted District certain rights and privileges upon the portions of the Property depicted on the attached **Exhibit "A"** as "Licensed Property A", "Licensed Property B" and "Licensed Property C" (collectively, the "Licensed Property"), subject to the terms of the Original License.

C. District has requested that, in addition to the rights and privileges granted under the Original License, Authority grant District certain additional rights and privileges as to the Licensed Property.

NOW, THEREFORE, for and in consideration of the payment by District of \$10.00 and in further consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. Grant of License over Licensed Properties A and B. District is hereby granted a license over, under, through, and across Licensed Property A and Licensed Property B for the purpose of constructing, placing, installing, maintaining, operating, inspecting, repairing, relocating, replacing, and removing landscaping, irrigation, fencing, and related improvements and making electrical connections thereto, including, without limitation, sidewalk, trees, grass, shrubs, flowering plants, and/or other landscaping (collectively, the "Landscaping Improvements"). District will not construct or install any other type of improvements on or within the Licensed Property without the prior written approval of Authority. Authority will not remove any Landscaping Improvements or other improvements existing on the Licensed Property or any other property of District without the prior written consent of District. Authority will be obligated to restore or replace any Landscaping

Improvements that are removed, damaged, or destroyed as a result of Authority's use of the Licensed Property.

2. Grant of License over Licensed Property C. District is hereby granted a license over, under, through, and across Licensed Property C only for the purpose of constructing, placing, installing, maintaining, operating, inspecting, repairing, relocating, replacing, and removing irrigation pipelines and related facilities (collectively, the "Pipeline Facilities") in the existing underground pipe sleeve located under Licensed Property C. Authority will not remove any Pipeline Facilities or other improvements existing on Licensed Property C without the prior written consent of District. Authority will be obligated to restore or replace any Pipeline Facilities that are removed, damaged, or destroyed as a result of Authority's use of the Licensed Property.

3. Grant of License over Licensed Property D. District is hereby granted a license over, under, through, and across the Licensed Property for the purpose of constructing, placing, installing, maintaining, operating, inspecting, repairing, relocating, replacing, and removing landscaping, irrigation, fencing, and related improvements and making electrical connections thereto, including, without limitation, sidewalk, trees, grass, shrubs, flowering plants, and/or other landscaping and electrical lines and facilities to allow the installation of seasonal holiday lighting and monument lighting (collectively, the "Additional Landscaping Improvements"). District will not construct or install any other type of improvements on or within the Licensed Property without the prior written approval of Authority. Authority will not remove any Additional Landscaping Improvements or other improvements existing on the Licensed Property or any other property of District without the prior written consent of District. Authority will be obligated to restore or replace any Additional Landscaping Improvements that are removed, damaged, or destroyed as a result of Authority's use of the Licensed Property.

4. Conflicting Rights. Subject to any and all existing (recorded or unrecorded) easements, licenses or other grants existing as of the effective date hereof, Authority covenants that Authority (i) will not use the Licensed Property in any manner that interferes with District's use of the Licensed Property under this License and (ii) will not convey any other license, easement, or conflicting rights on, within, or to the Licensed Property that is inconsistent with District's use of the Licensed Property under this License. Authority, District or any other third party exercising any rights within the Licensed Property will be liable for any and all damages resulting to the Licensed Property, the Landscaping Improvements, the Additional Landscaping Improvements and the Pipeline Facilities as a result of their activities and, upon completing such activities, will be responsible for restoring the surface of the Licensed Property, at such party's sole cost and expense.

5. Termination. This License will be perpetual; provided, however, District may terminate this License at any time upon 30 days' prior written notice to Authority, and, if use of the Licensed Property by Authority becomes necessary for a substantiated public purpose, Authority may terminate this License upon 30 days' prior written notice to District. Upon receipt or submittal of a notice of termination of this License, District may remove any Landscape Improvements or Pipeline Facilities within the 30 day notice period.

6. Maintenance.

a. District will maintain all Landscaping Improvements, Additional Landscaping Improvements and Pipeline Facilities in a neat and attractive manner and in good operating condition. District is not and will not be construed as Authority's agent in contracting for any Landscaping Improvements, Additional Landscaping Improvements, Pipeline Facilities

or other improvements on or to Licensed Property, and will have no authority to pledge, mortgage, hypothecate, or otherwise encumber any interest in Licensed Property or any other property of Authority.

b. To the extent permitted by law, District will indemnify and hold harmless Authority from and against any and all actions, suits or claims (and all costs and expenses associated therewith) arising out of District's actions or inactions regarding the Licensed Property. District will not create or permit to be created or remain, and will discharge, at District's sole cost and expense, and to the extent permitted by law, will indemnify Authority against any and all liens, encumbrances, or charges levied on account of any builder's, supplier's, mechanic's, laborer's, materialmen's, or similar lien which might become a lien, encumbrance, or charge upon Licensed Property, or the income derived therefrom, with respect to any work or services performed or material furnished by or at the direction of District. If any such liens, encumbrances, or charges are filed against Licensed Property, by reason of work or services performed or material furnished by or at the direction of District, District, within 30 days after the filing thereof, will use its reasonable best efforts cause the same to be fully discharged and released of record by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise.

c. District will not park any maintenance vehicles or stockpile any materials on or along Highway 183A. District will provide advanced notice to Authority of any large deliveries of materials or maintenance work to the Licensed Property that would affect the flow of traffic in the area, and, if, prior to the date any such delivery or work is scheduled to take place, Authority notifies District that the delivery or work must be rescheduled, District and Authority will agree on a reasonable rescheduling of the delivery or work.

d. District is advised that construction of a shared-use-path along Highway 183A is anticipated. District will not obstruct the shared-use-path while performing maintenance activities on the Landscaped Property.

7. No Assignment. Neither this License nor any rights, duties, or obligations hereunder shall be assignable by District, and any attempt to make such an assignment will terminate this License and all privileges granted to District hereunder. Nothing in this License shall be construed to give any person or entity, other than the parties hereto, any legal or equitable right, remedy, or claim under this License. Authority, without the consent of any other party, will be entitled to transfer or convey all or any portion of Licensed Property to any party provided that such transfer or conveyance is expressly made subject to this License.

8. No Real Property Interest. This License is a grant of the rights specified herein, and shall not be interpreted or construed to convey any rights in real property or rights that run with the land.

9. Entire Agreement. This License constitutes the entire agreement between the parties. This License may be amended only by a writing signed by both parties. No waiver of any right hereunder shall be effective unless in writing.

10. Miscellaneous. This License shall be governed by the laws of the State of Texas. This License is performable and enforceable in Williamson County, Texas. If any provision of this License is held invalid, the remainder of this License shall continue in full force and the invalid provision shall be replaced by one which, being valid, most closely reflects the intention of the parties contained in the invalid provision. Time is of the essence with respect to this License.

11. Contacts. All communications shall be submitted to the following:

Authority: Central Texas Regional Mobility Authority
Attention: Wesley M. Burford, P.E.
Director of Engineering
Address: 3300 N. IH-35, Suite 300
Austin, Texas 78705
Phone: (512) 996-9778
Email: wburford@ctrma.org

District: Block House Municipal Utility District
Attention: Sue Brooks Littlefield
Address: Armbrust & Brown, PLLC
100 Congress Ave., Suite 1300
Austin, Texas 78701
Phone: (512) 435-2307
Email: slittlefield@abaustin.com

EXECUTED to be effective as of the date first written above.

AUTHORITY:

**CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY**

By: _____
Name: _____
Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

The instrument was acknowledged before me on _____, 2013, by _____, _____ of Central Texas Regional Mobility Authority, on behalf of such entity.

(seal) _____
Notary Public, State of Texas

DISTRICT:

**BLOCK HOUSE MUNICIPAL UTILITY
DISTRICT**

By: _____
Board of Directors

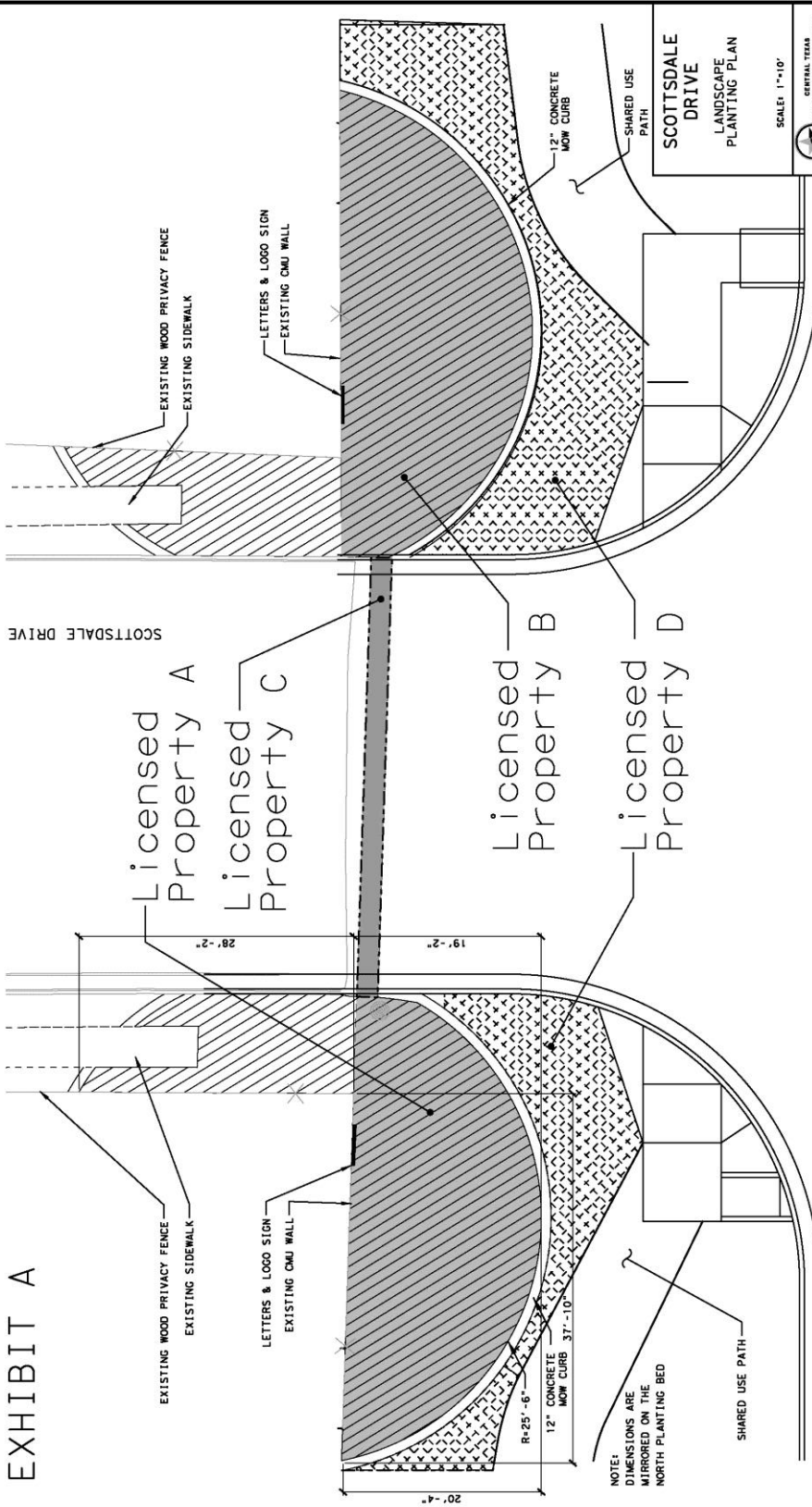
THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2013, by
_____, _____ of Block House Municipal
Utility District, on behalf of such district.

(seal)

Notary Public Signature

EXHIBIT A



NOTE:
DIMENSIONS ARE
MIRRORED ON THE
NORTH PLANTING BED

SCOTTSDALE DRIVE

183A SOUTHBOUND FRONTAGE ROAD

SCOTTSDALE DRIVE
LANDSCAPE PLANTING PLAN

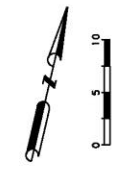
SCALE: 1"=10'

CENTRAL TEXAS
Regional Mobility Authority

HNTB
The Hunt Group
Regional Mobility Authority

DRAWING PREPARED BY: HNTB

DATE	PROJECT NO.
DATE	PROJECT NO.
DATE	PROJECT NO.
DATE	PROJECT NO.
DATE	PROJECT NO.
DATE	PROJECT NO.
DATE	PROJECT NO.
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DATE	PROJECT NO.
DATE	PROJECT NO.





**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #8 SUMMARY

Approve a new work authorization with Telvent USA, L.L.C., to install improvements needed for a Mobility Authority toll and traffic management center at the Field Office Building on 183A

Strategic Plan Relevance: Regional Mobility

Department: Operations

Associated Costs: \$690,012.67

Funding Source: MoPac Improvement Project and Manor Expressway funds

Board Action Required: Yes

Description of Matter: This proposed work authorization with Telvent USA LLC provides for the reconstruction of portions of the existing field operations building on 183A and to provide fully integrated systems to accommodate a Central Texas Regional Mobility Authority tolls and traffic management center.

The construction / integration will be in place in time to accommodate the completion of Manor Expressway which includes toll collection systems, traffic monitoring devices, CCTV cameras and Dynamic message boards.

The system will also accommodate the MOPAC Expressway lanes and be used for traffic monitoring; incident notification and response; HERO dispatch and dynamic tolling.

Reference documentation: Draft Resolution
Work Authorization No. 9

Contact for further information: Tim Reilly, Director of Operations

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

RESOLUTION NO. 13-___

**AUTHORIZING A NEW WORK AUTHORIZATION WITH
TELVENT USA L.L.C., TO INSTALL IMPROVEMENTS NEEDED FOR A MOBILITY
AUTHORITY TOLL AND TRAFFIC MANAGEMENT CENTER AT THE FIELD
OFFICE BUILDING ON 183A.**

WHEREAS, Telvent USA, LLC (“Telvent”) provides services to the Mobility Authority under that certain Contract for Toll System Implementation effective April 27, 2005, (the “Telvent Contract”); and

WHEREAS, the Mobility Authority intends to repurpose portions of the existing field operations building on 183A to provide fully integrated systems that will serve as a Central Texas Regional Mobility Authority tolls and traffic management center, to include and accommodate toll collection systems, traffic monitoring devices, CCTV cameras and dynamic message boards for Mobility Authority roadways; and.

WHEREAS, the services needed from Telvent to complete the tolls and traffic management center can be provided by an new work authorization under the Telvent Contract; and

WHEREAS, the Executive Director recommends approval of the proposed new work authorization attached as Exhibit 1 to this resolution.

NOW THEREFORE, BE IT RESOLVED that Board hereby approves the proposed new work authorization with Telvent; and

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

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of August, 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: 8/28/2013

EXHIBIT 1 TO RESOLUTION 13-
NEW WORK AUTHORIZATION

[on the following 11 pages]

Exhibit 1 includes the proposed work authorization and Exhibits A through C to that work authorization, but excludes “Exhibit D Contract Plans and Specifications” (consisting of 275 pages), a copy of which is on file with records of the Mobility Authority)

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

WORK AUTHORIZATION

WORK AUTHORIZATION NO. 9

**TRAFFIC MANAGEMENT CENTER IMPLEMENTATION
290 East Toll Project (Manor Expressway)**

THIS WORK AUTHORIZATION is made this ____ day of August, 2013, pursuant to the terms and conditions of Article 1 of the GENERAL PROVISIONS, Attachment A to the original Contract for Toll System Implementation, dated April 27, 2005 (the Contract) entered into by and between the Central Texas Regional Mobility Authority (the "Authority" or "CTRMA"), and TELVENT USA, LLC (the Contractor).

PART I. The Contractor will perform traffic management center services generally described in the Scope of Work attached hereto as Exhibit A. The Contractor's duties are further described in the Project Schedule and Milestones contained in Exhibit B hereto. The Contractor's duties and responsibilities in regards to renovations to the existing field operations building and intelligent transportation systems integration and testing is detailed in the contract plans and specifications attached hereto as Exhibit D. Exhibits A, B, and D are attached hereto and made a part of this Work Authorization.

PART II. The maximum amount payable under this Work Authorization No. 9 is \$690,012.67. This amount is based upon the pricing obtained, and is documented by the fee schedule set forth in Exhibit C hereto which is incorporated herein and made a part of this Work Authorization.

PART III. Payment to the Contractor for the services established under this Work Authorization shall be made in accordance with Article 12 of the Contract, and Attachment A, Article 1 of the GENERAL PROVISIONS.

PART IV. This Work Authorization shall become effective on the date of execution by the parties hereto and shall terminate on December 31, 2015 unless extended by a supplemental Work Authorization as provided in Attachment A, Article 1 of the GENERAL PROVISIONS. The work shall be performed in accordance with the Project Schedule and Milestones as set forth in Exhibit B.

PART V. This Work Authorization No. 9 does not waive any of the parties' responsibilities and obligations provided under the Contract, and except as specifically modified by this Work Authorization, all such responsibilities and obligations remain in full force and effect.

IN WITNESS WHEREOF, this Work Authorization No. 9 is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE CONTRACTOR:

Signature

Date

Typed/Printed Name and Title

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

Executed for and approved by the Central Texas Regional Mobility Authority 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.

Signature

Date

Typed/Printed Name and Title

LIST OF EXHIBITS

Exhibit A	Scope of Work
Exhibit B	Project Schedule Milestones
Exhibit C	Fee Schedule/Budget
Exhibit D	Contract Plans and Specifications

EXHIBIT A

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY **TRAFFIC MANAGEMENT CENTER IMPLEMENTATION** **290 East Toll Project (Manor Expressway)**

SCOPE OF WORK

A1.0 General

A1.01. Background

The Capital Area Metropolitan Planning Organization (CAMPO) approved the implementation of the proposed Toll Implementation Plan to construct additional capacity on various segments of highway network in the CAMPO Long-Range Plan as toll road facilities in conjunction with plans for development of the Central Texas Turnpike Project. Several of the toll road segments are in various stages of project development, design or construction by the Central Texas Regional Mobility Authority (CTRMA). It is intended that these proposed segments will be implemented by the CTRMA as parts of the CTRMA Toll Road System.

The Toll Collection System (TCS) for the 290 East Toll Project (Manor Expressway) will be all Electronic Toll Collection (ETC). Phase 1 of the Project had opened to traffic in 2012. Phase 2 is currently under construction through a Design Build / Comprehensive Development Agreement (CDA), with an anticipated substantial completion scheduled in 2014.

Additionally, Manor Expressway will require the implementation of a Traffic Management System (TMS). The Manor Expressway TMS will include 8 closed circuit television (CCTV) cameras, 2 dynamic message signs (DMS), and 18 radar vehicle sensing detector stations (consisting of 33 detectors). The implementation of a TMS will enable the CTRMA to manage incidents that occur on the Manor Expressway project, as well as provide roadside information to the public.

The CTRMA has also approved implementation of the proposed Traffic Management Center (TMC). Implementation will consist of renovation of the existing space and facilities at the current CTRMA field operations building, located at 104 North Lynnwood Trail in Cedar Park, Texas. The TMC will serve Manor Expressway, with the intent to also serve the MoPac Improvement Project and other future projects on the CTRMA system.

A1.02. Summary Scope of Work

The Scope of Work for Work Authorization No. 9 provides for the procurement, installation, testing, and implementation of a complete and fully operational TMC by the Contractor. The Contractor shall perform all work and furnish all the materials, equipment, teams, and labor necessary to complete the work as detailed in the 100% contract plans and specifications. Contract plans and specifications are included as Attachment D.

The Contractor shall also be responsible for preparation of the design, specification, system documentation, and furnishing of all materials, equipment, and labor of ITS head-end (central) equipment that will be required for a complete and fully operational TMC.

EXHIBIT A

Additionally, the Contractor shall fully integrate all hardware, software, and other equipment for a completed system. This includes conducting and completing all of the necessary testing as described in the contract specifications before acceptance. The Contractor will be required to have on-site representation in order to coordinate with testing personnel to be designated by the CTRMA.

A2.0 Permitting

The Contractor will be responsible for obtaining and maintaining any licenses or permits necessary for the work to be performed. Preliminary coordination with the City of Cedar Park has already taken place. The Contractor will be required to complete the remaining requirements for permitting, including pulling the building permit and completing the paperwork required for utility connection survey.

A3.0 Shop Drawings/Submittals

Shop drawings and submittals shall be submitted to the architect and/or ITS engineer for work as specified in the contract plans and specifications. All color and finish selections are to be provided to the architect with final approval by the CTRMA. Approval of shop drawings shall be required before fabrication and delivery to job site.

A shop drawing/submittal requirements list will be provided to the Contractor at the construction Notice-to-Proceed meeting.

A4.0 Project Schedule

The construction project shall be complete no later than January 10, 2014. Before starting work on the construction contract, the Contractor will be required to prepare and submit a detailed construction schedule that includes all planned work activities and sequences. Each activity should indicate a beginning date, ending date, and duration in number of working days. The schedule should also show interdependence of activities required for complete performance of the work. Each activity should show a predecessor and successor. Critical path should be clearly and accurately identified.

Project schedule updates should be submitted at each progress meeting.

A5.0 Project Management

This task includes any management activities required for the successful completion of the construction and integration support services. Primary work under this task shall include but is not limited to: meetings, stakeholder coordination, schedule updates, and progress reports.

A5.01. Project Meetings

- Notice to Proceed Meeting: The Contractor shall prepare for and attend the construction notice to proceed meeting to be held with the CTRMA, on a date and time specified by the CTRMA.

EXHIBIT A

- **Progress Meetings:** The Contractor shall be required to attend weekly construction progress meetings to discuss the status of construction. The Contractor shall be prepared to discuss the following items at each status meeting:
 - o Current Activities and Look –Ahead
 - o Project Schedule
 - o Request for Information (RFI's)
 - o Submittals/Shop Drawings
 - o Change Orders (if necessary)
 - o Permitting
 - o Status of asbuilt plans

A5.02. Project Status Reporting

The Contractor shall provide regular project status updates to the CTRMA at least once per week and written progress reports once a month.

A5.0 Asbuilt Plans

The Contractor will be required to prepare “As-Built” plans upon completion of the project. The final “As-Built” Plans shall include all changes, both design and construction, with all shop drawings, including adequate sketches, dimensions, and notes. The Contract Plans including all changes are the Final "As-Built" Plans after construction is complete. All revisions including those occurring during construction will be included in the final "As-Built" Plans set.

Final "As-Built" Plans shall be prominently inked or stenciled across the top of the cover/title sheet. Name of contractor, date contractor began work, and date of final acceptance shall also be included on the cover sheet.

A6.0. Warranties

As described in the contract specifications, the Contractor will be required to provide manufacturer’s warranties on Contractor-furnished equipment for material and workmanship that are customarily issued by the equipment manufacturer or that are at least one (1) year in length, whichever is greater, from the date of final acceptance of the project by the CTRMA. Include unconditional coverage for all parts and labor necessary or incidental to repair of defective equipment or workmanship and malfunctions that arise during warranty period.

Upon receipt of the CTRMA’s written final acceptance of project, the Contractor will be required to transfer the manufacturer’s warranties with proper validation by the manufacturer to the CTRMA.

EXHIBIT B
TRAFFIC MANAGEMENT CENTER
PRELIMINARY SCHEDULE MILESTONES
(Dates and Durations Subject to Change)

Task	Duration and/or Milestone Date
Construction Notice to Proceed	September 3, 2013
Construction Duration	90 days (Maximum)
Final Acceptance	January 2014
Testing (Manor Expy)	100 days
Testing (MoPac Improvement Project)	130 days (To occur before open to traffic date, anticipated for late 2015)

**EXHIBIT C
PRICE ANALYSIS - CONTINGENCY LINE ITEM
TELVENT USA, LLC. WORK AUTHORIZATION 9
TRAFFIC MANAGEMENT CENTER IMPLEMENTATION**

Task No	Description	Telvent's Price	Pricing shown in Backup Documentation	Labor Cost	Source of Backup	Management Reserve Amount	Management Reserve Percentage
1	HW - Materials/Equipment	\$ 71,905.64	\$ 56,699.00	\$ -	Telvent BOM	\$ 15,206.64	21%
2	Program Management	\$ 41,933.35	\$ -	\$ 41,933.35	Telvent - Represents 392 Manhours	\$ -	0%
3	Design & System Documentation	\$ 16,843.80	\$ -	\$ 16,843.80	Telvent - Represents 113 Manhours	\$ -	0%
4	Furniture	\$ 30,246.07	\$ 23,706.00	\$ -	Rockford Business Interiors \$26,706.11 (Orig bid) - \$3000 Monitors (included in Material/Equip BOM)	\$ 6,540.07	22%
5	Integration/Test (FAT, Commissioning, Final Accept, Etc.)	\$ 64,406.08	\$ -	\$ 64,406.08	Telvent - Represents 514 hours	\$ -	0%
6	Construction	\$ 464,677.73	\$ 364,135.99	\$ 1,244.09	Texas Quality Services \$323,335.99 (Orig Bid) + \$40,800 (HVAC); Also, 9 manhours for Telvent	\$ 99,297.65	21%
TOTAL		\$ 690,012.67					

Final PRICE SHEET
TMC Command Center

Task No.	Description	Qty	Unit	Unit Price (US \$'s)	Extended Price (US \$'s)
1	HW - Materials / Equipment	1	Lot	71,905.64	71,905.64
2	Program Management	1	Lot	41,933.35	41,933.35
3	Design & System Documentation	1	Lot	16,843.80	16,843.80
4	Furniture	1	Lot	30,246.07	30,246.07
5	Integration/Test (FAT, Commissioning, Final Accept, etc.)	1	Lot	64,406.08	64,406.08
6	Construction	1	Lot	464,677.73	464,677.73
TOTAL					690,012.66

The Pricing shown above Excludes:

- All Recurring Data Communication Costs
- Recurring 3rd-Party SW/HW Support Agreements & SW Licenses
- Spares Replenishment Costs

FINAL PRICE SHEET
TMC Command Center

Task No.	Description	Telvent Price (US \$'s)	Pricing Shown in Back Up Documentation	Labor Cost	Source of Back Up	Markup Amount	Percentage
1	HW - Materials / Equipment	71,905.64	56,699.00			15,206.64	0.21
2	Program Management	41,933.35		41,933.35			-
3	Design & System Documentation	16,843.80		16,843.80			-
4	Furniture	30,246.07	23,706.00			6,540.07	0.22
5	Integration/Test (FAT, Commissioning, Final Accept, etc.)	64,406.08		64,406.08			-
6	Construction	464,677.73	364,135.99	1,244.09		99,297.65	0.21
	TOTAL	690,012.66					

The Pricing shown above Excludes:

- All Recurring Data Communication Costs
- Recurring 3rd-Party SW/HW Support Agreements & SW Licenses
- Spares Replenishment Costs

CTRMA - TMC
 Estimate
 (290E + MOPAC)

Item # & Description Code	Item Description	UNITS	ESTIMATED QUANTITIES	Total Estimated Cost (\$)	Total Estimated Cost (\$)
	ITS Server	EA	1	7,500.00	7,500.00
	Display Client	EA	1	4,800.00	4,800.00
	DMZ Router	EA	1	2,500.00	2,500.00
	ITS WorkStation Client	EA	4	3,100.00	12,400.00
	ITS Laptop Client	EA	2	1,450.00	2,900.00
	Core Switch	EA	1	3,450.00	3,450.00
	Terminal Server (4 port)	EA	1	540.00	540.00
	DVI Extender	EA	4	222.00	888.00
	HDMI Extender	EA	4	222.00	888.00
	Wall Monitors	EA	4	2,160.00	8,640.00
	KVM	EA	1	1,800.00	1,800.00
	HDTV Tuner	EA	4	200.00	800.00
	Ethernet Cables/HDMI/DVI	LF	1750	4.50	7,875.00
	Freight	EA	1	1,718.00	1,718.00
					56,699.00



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #9 SUMMARY

Approve an interlocal agreement with the Camino Real Regional Mobility Authority to provide toll transaction processing and toll collection services to CRRMA by and through the Mobility Authority.

Strategic Plan Relevance:	Regional Mobility
Department:	Operations
Associated Costs:	None
Funding Source:	N/A
Board Action Required:	Yes

Description of Matter: The Camino Real Regional Mobility Authority (“CRRMA”) has requested that the Mobility Authority provide toll transaction processing and toll collection services (including violation processing and past due collection services). The Mobility Authority can provide the requested services using its own expertise and that of its existing vendors, including Telvent and Municipal Services Bureau.

The proposed interlocal agreement sets forth the terms and conditions under which the Mobility Authority will provide the requested toll transaction processing services for CRRMA. Compensation for the services being performed will be made on a pass-through basis, resulting in a zero cost to the Mobility Authority.

Reference documentation:

Draft Resolution
Draft Interlocal Agreement

Contact for further information:

Tim Reilly, Director of Toll Operations

Ray A. Wilkerson, Chairman • James H. Mills, Vice-Chairman • Robert L. Bennett Jr., Treasurer
Nikelle S. Meade, Secretary • David Singleton • Charles Heimsath • David B. Armbrust
Mike Heiligenstein, Executive Director

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

RESOLUTION NO. 13-____

**APPROVING AN INTERLOCAL AGREEMENT WITH THE CAMINO REAL
REGIONAL MOBILITY AUTHORITY TO PROVIDE TOLL TRANSACTION
PROCESSING AND TOLL COLLECTION SERVICES TO CRRMA BY AND
THROUGH THE MOBILITY AUTHORITY.**

WHEREAS, Chapter 791 of the Texas Government Code and Section 370.033 of the Transportation Code authorize a regional mobility authority to enter into an agreement with a governmental entity for the performance of governmental functions and services, including administrative functions; and

WHEREAS, the Camino Real Regional Mobility Authority (“CRRMA”) has requested that the Mobility Authority and its contractors provide toll transaction processing and toll collection services for the CRRMA Loop 375 César Chávez – Border Highway Managed Lanes Project, in accordance with the terms and conditions of a proposed agreement attached as Exhibit 1; and

WHEREAS, the Executive Director recommends approval of the proposed agreement.

NOW THEREFORE BE IT RESOLVED that the proposed interlocal agreement with the Camino Real Regional Mobility Authority is hereby approved; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to finalize and execute the proposed interlocal agreement 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 28th day of August, 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 08/28/13

Exhibit 1

**Interlocal Agreement with the
Camino Real Regional Mobility Authority**

[shown on the following 7 pages]

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the “Agreement”) is made and entered into effective as of the ___ day of _____, 2013, by and between the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (“CTRMA”) and the CAMINO REAL REGIONAL MOBILITY AUTHORITY (“CRRMA”), political subdivisions of the State of Texas (collectively, the “Parties”).

WITNESSETH:

WHEREAS, the CTRMA is a regional mobility authority created pursuant to the request of Travis and Williamson Counties and operating pursuant to Chapter 370 of the Texas Transportation Code (the “RMA Act”) and 43 TEX. ADMIN. CODE §§ 26.1 *et seq.* (the “RMA Rules”); and

WHEREAS, the CRRMA is a regional mobility authority created pursuant to the request of the City of El Paso and operating pursuant to the RMA Act and of the RMA Rules; and

WHEREAS, Chapter 791 of the Texas Government Code provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

WHEREAS, Section 370.033 of the RMA Act provides that a regional mobility authority may enter into contracts or agreements with another governmental entity; and

WHEREAS, the CRRMA is in need of toll transaction processing and toll collection services (including “pay-by-mail” processing, violation processing, and debt collection services) related to the Loop 375 César Chávez – Border Highway Managed Lanes Project and any future CRRMA toll projects mutually agreed to by the Parties to be subject to this Agreement (the “CRRMA Projects”); and

WHEREAS, the CTRMA previously entered into an Agreement for Violation Processing and Debt Collection Services with Gila Corporation, d/b/a Municipal Services Bureau (“MSB”) for the provision of violation processing, collection management, and court process support services (the “MSB Contract”); and

WHEREAS, the CTRMA, independently and by and through its consultants, has the expertise required to provide toll transaction processing and toll collection services in connection with toll projects; and

WHEREAS, the CTRMA is a party to the Statewide Interoperability of Toll Collection Systems Agreement (the “Interoperability Agreement”), through which toll transactions on various tolled facilities throughout the state are processed and credited to the operator of the facility on which the transaction occurred; and

WHEREAS, the Parties have agreed that it would be to their mutual benefit for the CTRMA to provide needed toll transaction processing and toll collection services to the

CRRMA through its expertise and resources, including those available through the MSB Contract and the Interoperability Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned Parties agree as follows:

I. FINDINGS

Recitals. The recitals set forth above are incorporated herein for all purposes and are found by the Parties to be true and correct. It is further found and determined that the Parties have authorized and approved the Agreement by resolution or order adopted by their respective governing bodies, and that this Agreement will be in full force and effect when approved by each party.

II. ACTIONS

1. Provision of Services. Subject to the terms of this Agreement, the CRRMA shall utilize the resources of the CTRMA and/or its consultants, including the resources and services provided under the MSB Contract and the Interoperability Agreement, in connection with the provision of toll transaction processing, toll collection, violation processing, collection management, and court support services on CRRMA Projects. The general Scope of Work (the “Services”) to be provided by the CTRMA is set forth in Attachment “A”. In the event that CRRMA becomes a direct party to the Interoperability Agreement the parties agree to amend this Agreement as necessary to accommodate such change.

2. Cost of Services and Payment. The cost of services and payments are governed by underlying agreements between CTRMA and its consultants and the Interoperability Agreement. In accordance with the underlying agreements and established processes, and in accordance with a schedule to be mutually agreed upon by the parties, the CTRMA, by and through its consultants, shall submit to the CRRMA a summary of toll related fees and costs charged and collected in providing the Services under this Agreement and shall also present a reconciliation of the related transactions, invoices and accounts.

The current applicable fees for service are provided in the Rate Schedule set forth in Attachment “B”. The CTRMA agrees to pay, or cause to be paid, any funds collected by the CTRMA on behalf of the CRRMA within 45 days of receiving those funds. The current Schedule for collection of toll related funds is provided in the CTRMA Toll Funds Collection Schedule set forth in Attachment “C”. The CTRMA may deduct applicable processing fees prior to transferring toll related funds to the CRRMA, resulting in a net invoice or payment to the CRRMA. The funds due and fees deducted shall be clearly shown on the associated summary document.

Payments due to either party under this Agreement shall be made to:

Central Texas Regional Mobility Authority

3300 N IH-35, Suite 300
Austin, TX 78705
Attn: Chief Financial Officer

Camino Real Regional Mobility Authority
300 N. Campbell, 2nd Floor
El Paso, Texas 79901
Attn: Executive Director

3. Performance Measures. The toll collection processing services being provided pursuant to this Agreement are an extension of the services being provided to the CTRMA under the MSB Contract. As such, CTRMA shall ensure, through its agreement with MSB and other of its subcontractors, that the same performance measures are established and maintained for toll collection processing services on the CRRMA Projects as are applicable to CTRMA facilities. CTRMA shall enforce such measures and standards on CRRMA's behalf, and CTRMA shall not agree to modify performance measures without the prior written consent of CRRMA.

III. GENERAL AND MISCELLANEOUS

1. Term and Termination. Subject to the following, this Agreement shall be effective as of the date first written above and shall continue in force and effect until January 1, 2019. The term of the Agreement may be extended by written agreement of the Parties. Notwithstanding the foregoing:

- a. if the MSB Contract is terminated pursuant to Article 3 of that agreement, this Agreement shall terminate on the same day that the MSB Contract terminates, provided that 1) the CTRMA shall give the CRRMA written notice of the termination within ten (10) days of providing notice to or receiving notice from MSB in accordance with Article 3 of the MSB Contract; and 2) in the event that the CTRMA enters into a contract for toll transaction processing services with another provider upon termination of the MSB Contract, the CTRMA shall use its best efforts to continue to provide the Services to the CRRMA pursuant to the terms of this Agreement under the contract between the CTRMA and its new provider of toll collection processing services;
- b. either party may terminate this Agreement in the event of a material breach of its terms, which may include, but is not limited to, failure to make timely payments of amounts owed and failure of the toll collection processing services to be provided in accordance with this Agreement, provided that the party seeking to terminate the Agreement has provided written notice to the other of the alleged default and the default has not been cured within thirty (30) days of receipt of such notice; and
- c. the parties may mutually agree to terminate this Agreement.

2. Prior Written Agreements. This Agreement is without regard to any and all prior written contracts or agreements between the Parties regarding any other subject matter and does

not modify, amend, ratify, confirm, or renew any such other prior contract or agreement between the Parties.

3. Other Services. Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other service, or to provide or not to provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties.

4. Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claims on behalf of any third party. Neither of the Parties waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

5. Amendments and Modifications. This Agreement may not be amended or modified except in writing and executed by both Parties to this Agreement and authorized by their respective governing bodies.

6. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

7. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when both Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By: _____
Mike Heiligenstein, Executive Director

CAMINO REAL REGIONAL MOBILITY AUTHORITY

By: _____
Raymond L. Telles, Executive Director

ATTACHMENT “A”

SCOPE OF SERVICES

The CTRMA shall provide toll transaction processing, image processing, Pay-by-Mail invoicing, violation processing services, and court support services for the purpose of collecting toll-related funds on behalf of the CRRMA. The Scope of Services may include, but not be limited to, the following tasks on behalf of the CRRMA:

1. The CTRMA shall collect and distribute to the CRRMA toll funds collected on behalf of the CRRMA.
2. The CTRMA shall provide assistance to the CRRMA in properly reconciling the payments from CTRMA to CRRMA and, if applicable, payments from CTRMA’s Consultants to the CRRMA.
3. The CTRMA shall process all transactional and image data from specified in-lane toll collection systems for the CRRMA Projects.
4. The CTRMA shall process transactional and image-based data in accordance with its business rules, policies, and procedures.
5. The CTRMA shall submit transponder-based and applicable image-based transactions to the Texas Statewide Interoperable Hub, in accordance with the approved Texas statewide interoperable business rules and interface control documents.
6. To facilitate the processing of CRRMA transactions, the CTRMA shall submit any required changes to the Statewide Interoperability Committee per Attachment A - Section 2 of the Texas Statewide Interoperability of Toll Collection Systems Agreement.
7. The CTRMA shall make an effort to include the CRRMA in the review of toll transaction processing agreements that affect the processing of CRRMA transactions or may result in a change to the toll transaction fee structure or performance measures.
8. Either directly or through access to consultant-provided systems and reports, the CTRMA shall make all reasonable efforts to provide to the CRRMA the same access to information and reports that the CTRMA requires to audit, reconcile, or resolve customer service or financial related matters.
9. CTRMA shall make all reasonable efforts to provide to the CRRMA the same ownership of toll transaction related information that the CTRMA is afforded through their consultant agreements.
10. CTRMA shall cooperate, at no cost to CTRMA, with CRRMA to assist with the migration of all CRRMA toll transaction information to a CRRMA Central Repository System (Host) in the event that the CRRMA elects to operate independently of CTRMA at some point in the future.

ATTACHMENT “B”

RATE SCHEDULE

In accordance with the provisions of Appendix “B” of the Agreement between the CTRMA and the MSB for Violation Processing and Debt Collection Services, and in accordance with the Texas Statewide Interoperability of Toll Collection Systems Agreement, the amount CTRMA is to receive for each CRRMA transponder-based and image-based process item is as follows:

Process Item	Fees due to the CTRMA (or their consultants and partners) from CRRMA for each process item	Funds due to the CRRMA from CTRMA (or directly from their consultants) for each process item
*Transactions submitted to the Statewide Interop Hub and paid by the away agency	8% of the toll amount	92% of the toll amount
* Pay-by-Mail invoice processing and mailing	12% of the Automatic Vehicle Identification total toll amount plus a \$1.00 handling fee for each invoice	88% of the Pay-by-Mail total toll amount
*First violation notice processing and mailing	\$10	\$5
*Second violation notice processing and mailing	\$10	\$5
*Final Collection Notice processing and mailing	\$20	\$10
Court Packet development and mailing	\$25	n/a
License plate image review per transaction	\$.095	n/a
** Marketing related processing and mailings	Processing and mailing cost, plus no more than 15%	n/a

*For these items, no fees or funds are due unless the associated toll and/or fees are collected from the customer or violator.

** During the initial tolling operations for the Loop 375 César Chávez – Border Highway Managed Lanes Project, the CTRMA and their consultants may be asked to process license plate images and send marketing related material to the vehicles registered owner.

The rates paid to the CTRMA have no influence on the toll amount or administrative fees that the CRRMA may charge its transponder-based customers, image-based customers, and violators.

CTRMA has agreed to charge the CRRMA, without adjustment, the fees incurred by CTRMA for processing of a CRRMA transaction and images in accordance with the provisions of the above-mentioned agreements. These rates, while currently in effect, are subject to periodic review and adjustment by mutual agreement of CTRMA, CRRMA, and MSB.

ATTACHMENT “C”

CTRMA TOLL FUNDS COLLECTION SCHEDULE

Currently, the CTRMA collects toll related revenue per the schedule below. Unless an agreement is made for direct payment, CRRMA funds will be collected by the CTRMA on the same schedule.

1. Funds are transferred to the CTRMA on a monthly basis from agencies that are a party to the Texas Statewide Interoperability of Toll Collection Systems Agreement.
2. Funds are transferred to the CTRMA on a weekly basis from the Municipal Services Bureau. Generally, the funds transferred are for payments received the previous week.



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #10 SUMMARY

Approve an amendment to the Policy Code relating to notice of letting for a construction contract.

Strategic Plan Relevance:	Regional Mobility
Department:	Law
Associated Costs:	None
Funding Source:	N/A
Board Action Required:	Yes

Description of Matter: In 2008, the Board amended the Procurement Policies to require publication of a notice of contract letting in the *Austin American-Statesman* at least three weeks before a contract was let. This notice was in addition to a required two-week notice of contract letting posted on the Mobility Authority's website. The intent of the new requirement—explicitly noted in both the minutes and in the resolution—was to ensure compliance with rules and regulations that applied to procuring a contract for a federal-aid project.

The proposed amendment requires the three-week notice published in the newspaper *only* when the contract to be procured is for a federal-aid project.

Reference documentation:
Draft Resolution

Contact for further information:
Andy Martin, General Counsel

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

RESOLUTION NO. 13-___

**AMENDING THE POLICY CODE RELATING TO
NOTICE OF LETTING FOR A CONSTRUCTION CONTRACT..**

WHEREAS, by Resolution No. 08-64 adopted December 17, 2008, the Board amended the Mobility Authority Procurement Policies to ensure conformity with applicable federal rules and regulations; and

WHEREAS, by Resolution No. 12-016 adopted February 29, 2012, the Board adopted the Mobility Authority Policy Code (“Policy Code”) as a non-substantive codification of all policy resolutions adopted by the Board since 2003; and

WHEREAS, the Executive Director recommends amending the Policy Code to require newspaper publication of a notice of contract letting only when the Mobility Authority is procuring a contract for a federal-aid construction project.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby amends Section 401.037 (Notice of Contract Letting) of the Policy Code to read as set forth in Exhibit 1 to this resolution.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of August, 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: 8/28/2013

EXHIBIT 1 TO RESOLUTION NO. 13-

Section 401.037 of the Policy Code is amended to read as follows:

401.037 Notice of Contract Letting

(a) Each notice of contract letting must provide:

- (1) the date, time, and place where contracts will be let and bids opened;
- (2) the address and telephone number from which prospective bidders may request bid documents; and
- (3) a general description of the type of construction, services, or goods being sought by the authority.

(b) The authority shall post a notices of contract lettings and any addenda to a notice on its website (www.ctrma.org) for at least two weeks before the date set for letting of a contract.

(c) Notice of a contract letting for a federal-aid project shall also be published in the officially designated newspaper of the authority at least once, and no less, no later than three weeks before the date set for letting of the contract.

(d) The authority may also publish a notice of contract lettings in the *Texas Register*, trade publications, or such other places that the authority determines will enhance competition for the work.

(e) The date specified in the notice may be extended if the executive director, in his or her sole discretion, determines that the extension is in the best interest of the authority. All bids, including those received before an extension is made, must be opened at the same time.

~~(f) As a courtesy the authority will attempt to post notices of contract lettings on its website, as well as any addenda thereto. Potential bidders and interested parties should not, however, rely on the website for notices and addenda, as the notice required under subsections (b) and (c) shall constitute the only official notice.~~



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #11 SUMMARY

Quarterly Briefing on the MoPac
Improvement Project.

Strategic Plan Relevance: Regional Mobility

Department: Engineering

Associated Costs: N/A

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 April through July, 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. 11 | August 2013





CENTRAL TEXAS
Regional Mobility Authority

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EXECUTIVE DIRECTOR

Mike Heiligenstein

**GENERAL ENGINEERING
CONSULTANT (GEC)**

HNTB

**DESIGN/BUILD
CONTRACTOR**

CH2MHILL®

PROJECT PARTNERS





QUARTERLY PROGRESS REPORT No. 11

GENERAL / PROJECT DESCRIPTION

The MoPac Improvement Project is a \$204 million project to add one Express Lane in each direction along an approximately 11-mile stretch of MoPac from Cesar Chavez Street in downtown Austin to Parmer Lane north of Austin within existing right of way. The Project is an effort to address the mobility problem in this corridor and takes into account the needs of drivers, transit riders, pedestrians, bicyclists, and the concerns of surrounding neighbors.

Environmentally cleared in August 2012, 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. Drivers will be able to access the MoPac Express Lanes at Cesar Chavez Street, near Far West Boulevard , or near Parmer Lane. 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 the 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. The agreement requires the project to be substantially complete by September 17, 2015. The Contractor is developing an acceptable Baseline CPM (Critical Path Method) Schedule for the Project. The Mobility Authority issued Notice to Proceed (NTP) on April 18, 2013.

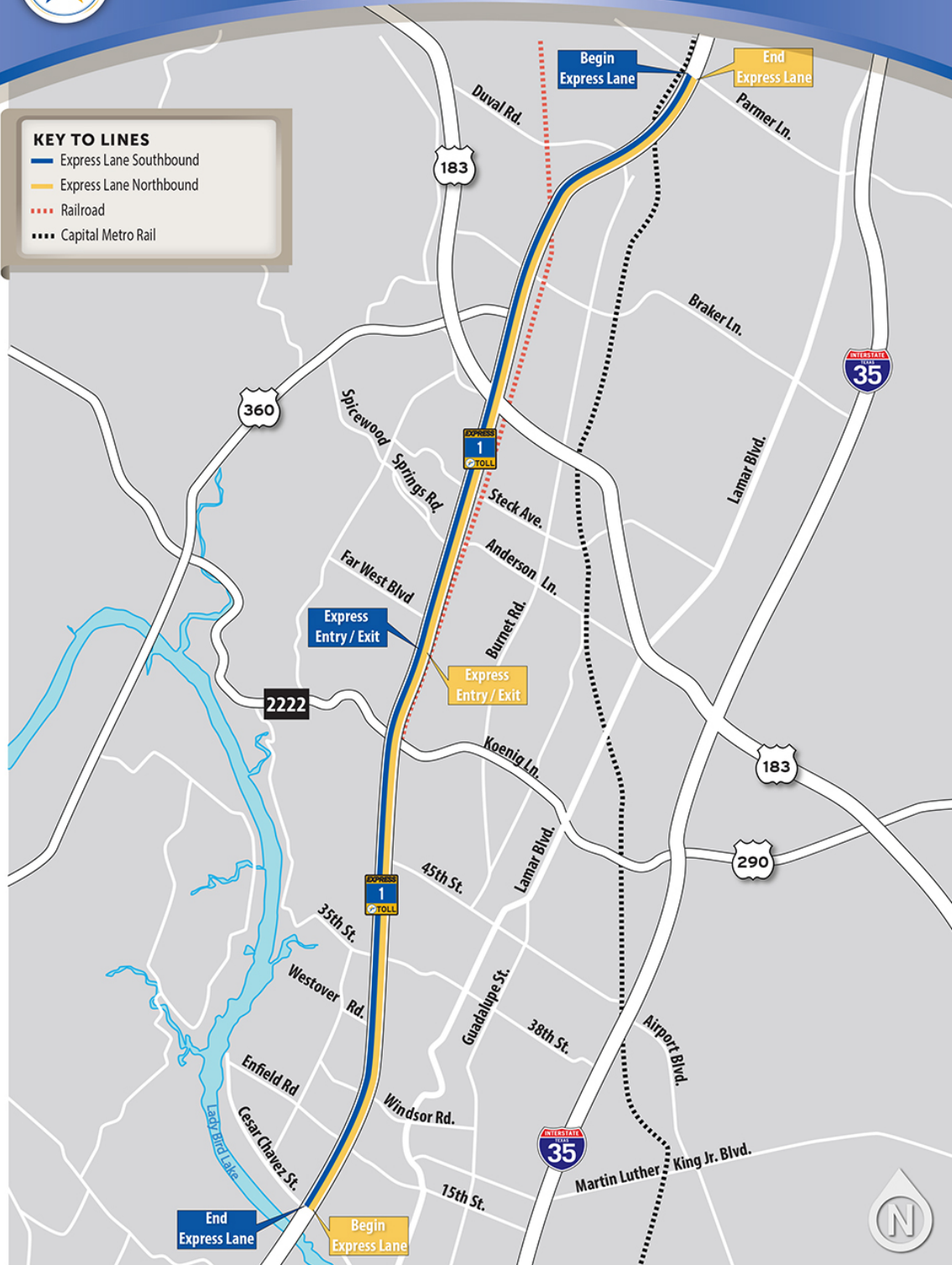
This report describes the status of the MoPac Improvement Project and documents the activities accomplished from April 2013 through June 2013.



PROJECT LOCATION MAP

KEY TO LINES

- Express Lane Southbound
- Express Lane Northbound
- Railroad
- Capital Metro Rail



SUMMARY OF ACTIVITIES

The following activities have been accomplished by the Mobility Authority, its consultants, and the D/B Contractor during the reporting period.

DESIGN ACTIVITIES

- Weekly task force meetings commenced in April and over the shoulder informal reviews have been ongoing. The Mobility Authority's GEC is performing oversight of the Contractor activities.
- CH2M HILL is currently working on the submittal of the first design package which is a 30% design of the entire project. A pre-submittal workshop was held July 9. The anticipated date for submission to the Mobility Authority for this package is July 22, 2013.
- Survey to support aerial mapping is complete; the aerial flight was performed June 10.
- Numerous Management Plans including the Design Quality Management Plan, Construction Quality Management Plan, Hazardous Materials Management Plan, and Safety Plan are being prepared and are scheduled for submittal in July and August 2013.
- Soon the Mobility Authority will receive CH2M HILL's sustainability plan for recycling, dust/emission and odor control, noise mitigation, and waste management.

CONSTRUCTION ACTIVITIES

- Through May and June 2013 CH2MHILL's team collected data needed for design including surveying and soil borings. Some of this work required lane closures. Lane closures took place between 9:00 pm and 5:00 am.
- Since some of the work took place in the ROW near homes, door hangers were distributed to make nearby residents aware that they may experience noise or light during overnight hours, and provide a contact if they had any issues or concerns. Hundreds of door hangers were distributed. No problems were reported.
- Three property damage events occurred in the reporting period during geotechnical boring operations; a TxDOT box culvert, a TxDOT ITS line, and a City of Austin 42" waterline were hit. In all cases, action was taken to repair the damage and prevent a reoccurrence.
- During July and August 2013 the team will finish the soil boring activities and will begin locating underground utilities in the corridor. This effort will involve the use of a large vacuum device to remove soil so that utilities can be safely located in preparation for construction.
- Construction is not scheduled to begin until fall of 2013.

AGENCY COORDINATION

- Coordination with Capital Metro and UPRR is ongoing. The executed agreement with Capital Metro has been received. The agreement with UPRR is pending, awaiting their signature. Submittal of the 30% plans will be made to Capital Metro and UPRR at the end of July.
- Several Project Partnering Workshops have been conducted with participation from the Mobility Authority, CH2M HILL, TxDOT, FHWA, HNTB, UPRR, CapMetro, City of Austin, and various utilities.

COMMUNITY RELATIONS

- The community relations team began ramping up for the upcoming construction phase as well as launching outreach to key stakeholders and neighbors impacted by the ongoing field investigation work. This effort included:
 - Preparation of the construction alert procedure,
 - Preparation of collateral material and outreach tools,
 - Launching an ongoing dialogue with the public information officers at TxDOT and other agencies/utilities,
 - Coordinating with teams for adjacent project on messaging and schedule, and
 - Responding to the public and media.
- Small group meetings held during the reporting period included: 5 meetings with key stakeholders and 13 elected official briefings.
- Approximately 310 door hangers have been distributed to date to alert residents of upcoming field investigation work which might create noise, night-lighting, or other impacts to the public.
- In July, the construction phase of the project website (www.MoPacExpress.com) will be launched. Alerts of ongoing field investigation work will be placed on the website weekly, as well as on the twitter account (@ImproveMopac). Also in July, additional social media elements will launch, including a page on Facebook and Google+. In August, a phone application will launch, featuring project information and construction alerts.
- Currently, the team is in preparations for a 24/7 hotline and have been in coordination with TxDOT for the use of a Highway Advisory Radio (800 AM).
- Strategy and preparation has begun for a Ground Breaking Event (potentially to be held in early October) and a “Meet the Contractor” Open House (to be held shortly after the Ground Breaking).
- The team has also been in coordination with TxDOT and FHWA on strategy for the public involvement efforts tied to the Environmental Re-Evaluation related to design changes at the downtown access ramps.
- Primary interest issues identified from the current outreach activities include:
 - Access to 1st/5th Street from the connections into downtown
 - Preservation of trees along the corridor
 - Proposed sound wall along Great Northern (Sound Wall 3)

PROJECT FINANCIAL STATUS

Currently the contractor is finalizing their baseline schedule for approval. No draw request / billing can occur on the project until this is completed. The first billing is anticipated to be received in late-July 2013. The original CH2M HILL Contract Amount is **\$136,632,100.00**.

Summary of Draw Requests & Payments During Reporting Period

The contractor has not yet submitted a draw request for review and processing.

Summary of Change Orders During Reporting Period

There are no current change orders.

Project Cash Flow Curve – Baseline

Cash Flow Curve will be provided by CH2M HILL at the time of billing/draw requests submittal.

DBE STATUS

CH2M HILL is required to meet the Disadvantaged Business Enterprise (DBE) goal of 11.7% for both the design services and the construction work. DBE data will be available with the first billing/draw request submission. The overall total DBE requirement for the project, based on the current contract value, is \$15,985,955.70.

EMPLOYMENT REPORTING STATUS

Design and construction of the MoPac Improvement Project is estimated to have supported approximately **62 jobs** during the reporting month of June 2013. This estimated number of jobs supported by the project includes: the design personnel and management staff; the construction personnel and their subcontractors; construction management staff, including inspectors and subconsultants; and the general engineering consultant staff and their subconsultants.

PROJECT PROGRESS

As of June 30, 2013, 8.3% of the 882 calendar days to scheduled Substantial Completion have expired. There are 809 calendar days until Substantial Completion. The contractor is allowed an additional 120 calendar days for Final Acceptance. A baseline schedule has not yet been approved.

Schedule of Project Milestones

Task	Date
Selection of Best Value Proposer	February 27, 2013
NTP Issued	April 18, 2013
Substantial Completion	September 17, 2015
Final Completion	January 15, 2016

UPCOMING ANTICIPATED MILESTONES

- **August 2013:** The official Project Office will open at 1901 Braker Lane, Building D, Suite 200, Austin, Texas 78758
- **Fall 2013:** Ground Breaking Ceremony; 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.

ACTIVITY PHOTOS



Daytime Drill Rig Operation to Obtain Soil Samples

Since May, there have been up to 4 drill rigs operating on the site concurrently, each one drills a 4" diameter hole into the ground anywhere from 15' deep up to 90'. Every 5' the material type is classified. Materials encountered include a variety of clays, topsoil, limestone, and others. Soil compressive strengths are quantified later in a lab which is working with samples obtained from the boring/coring work. The information from the boring/sampling activity is used by the Design-Build design engineers to determine foundation types, structural soil bearing capacity, etc. for the design of such elements as sound walls and retaining walls.



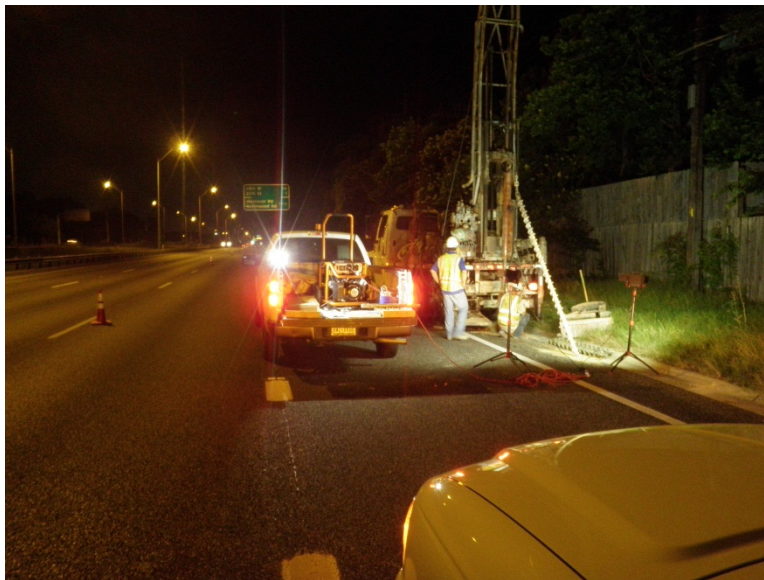
Night Work on MoPac

A lot of construction activity for the MoPac Improvement Project will be done at night.



Nighttime Drill Rig Operation on the MoPac Corridor

The drill rig in this photo is operating in a lane closure on the MoPac mainlanes. The right lane is closed-off to traffic and the drill rig is set up in the lane to drill for soil.



Setting up Drill Rig Operation on Shoulder

The drill rig is being set up to operate on the shoulder of the MoPac corridor, inside the lane closure. The holes are backfilled with a specifically graded aggregate material. When the hole is in a traffic lane, the top layer of the backfill is an asphalt material to match the existing driving surface.



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #12 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 2nd 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. 16 | July 2013



ATKINS

Independent Engineering Report



CENTRAL TEXAS
Regional Mobility Authority

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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. 16
 July 2013



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INTRODUCTION

This report documents and describes Phase II of the Manor Expressway Project during the period from March 26, 2013 to June 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 funds including, 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 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, and is currently open to tolled traffic.

Manor Expressway Project - Phase II

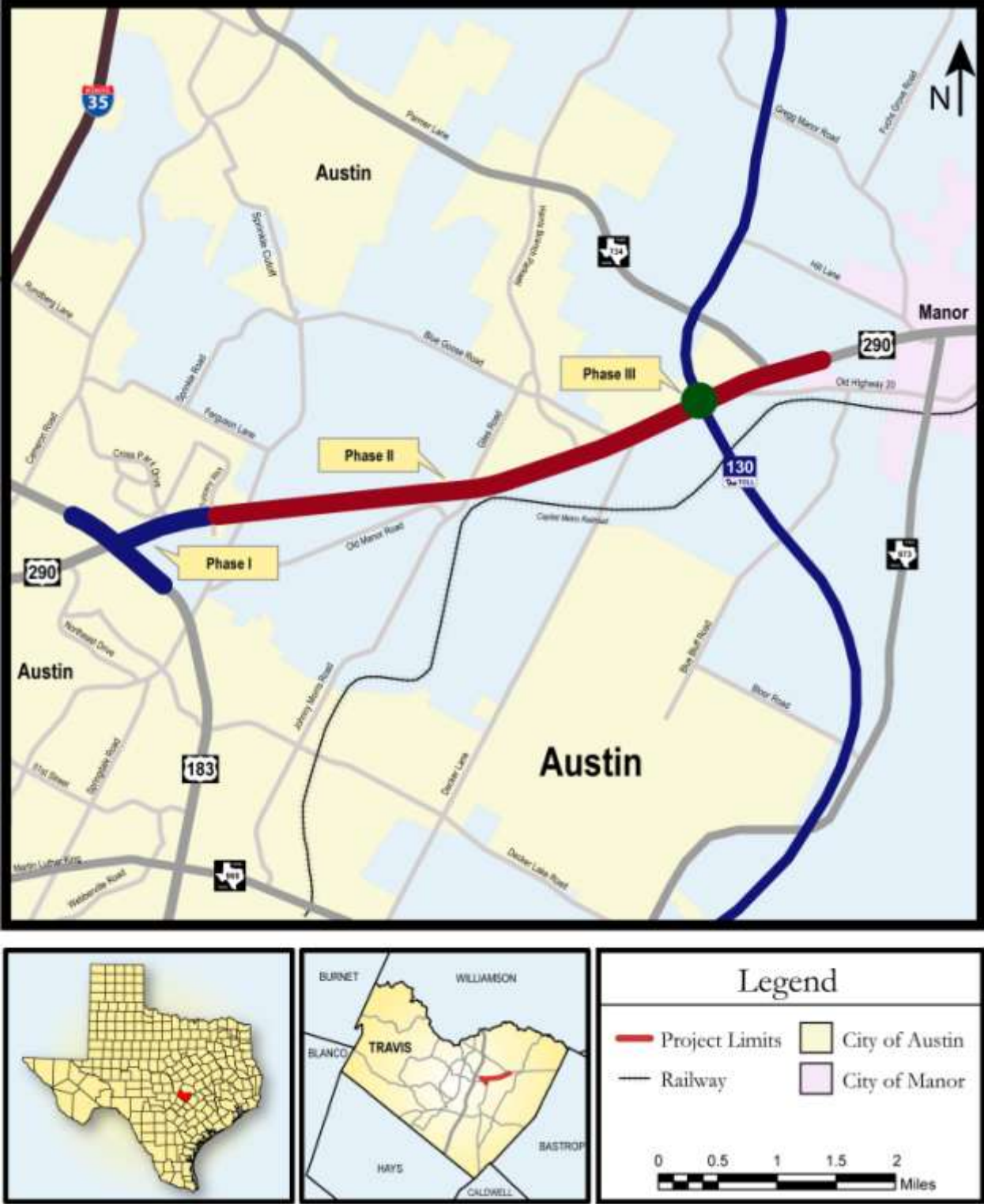
Phase II of the Manor Expressway Project includes completion of the Manor Expressway Project from Phase I at the US 183 interchange to the eastern limits east of SH 130. Three tolled mainlanes and three lane non-tolled frontage roads will be constructed in each direction as well as all associated ramps, 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 ACTIVITIES

Construction of Phase I of the Manor Expressway Project has been completed. The Phase I Contractor, Webber, LLC (“Webber”) achieved Final Acceptance on April 12, 2013. The facility is currently open to tolled traffic.

PHASE II DEVELOPMENT ACTIVITIES

Since the Quarterly Report in April, 2013, CTMC has made substantial progress on the frontage road construction throughout Phase II of the Manor Expressway Project. CTMC has completed construction of several sections of the westbound frontage road. During the reporting period, CTMC has completed the initial grading and commenced construction of the pavement section of the westbound frontage road between Harris Branch and SH 130. CTMC has completed the eastern portion of the westbound frontage road between Giles Road and Harris Branch Parkway. Construction of the westbound frontage road between Arterial “A” and Giles Road continues; the western portion of this section of roadway has been completed. Additionally, CTMC has completed the westbound frontage road between Chimney Hill Boulevard and Arterial “A”, and traffic has been switched to this new section of frontage road. CTMC continues to progress the westbound frontage road between Tuscany Way and Springdale Road. Furthermore, CTMC completed the Blue Goose Road intersection, and switched traffic to this new section of frontage road in June.

CTMC has also made substantial progress on the eastbound frontage road construction. During the reporting period, CTMC completed a large portion of the eastbound frontage road between Harris Branch Parkway and Giles Road; the portion of the eastbound frontage road nearest to Giles Road remains incomplete due to utility conflicts. Additionally, CTMC has completed most of the eastbound frontage road between the SH 130 interchange and the eastern terminus of the Project. Portions of the eastbound frontage road bridge at Tributary #1C to Gilleland Creek have yet to be completed, and an ATMOS gas metering station must be relocated prior to completion of the eastbound frontage road in the aforementioned area.

Although the construction focus has been on the frontage road construction, CTMC has advanced construction of select areas of the mainlanes. For instance, CTMC has commenced the initial grading and embankment operations of the eastbound and westbound mainlanes between Decker Lane and Parmer Lane. Furthermore, CMTC has completed the concrete paving on the eastbound mainlanes between Walnut Creek and Arterial “A”.

Since the last Quarterly Report in April 2013, CTMC has continued to relocate utilities throughout the project; the Austin Energy overhead electric line has been relocated out of the Johnny Morris intersection, which has allowed traffic to be switched to the completed eastbound frontage road through this intersection. All utilities in conflict with the Project construction have been relocated.

PHASE II PROGRESS PHOTOS

Westbound Frontage Road Work

Since the Quarterly Report in April 2013, CTMC has continued to focus on frontage road construction. Completion of the frontage roads will allow CTMC to shift traffic so the mainlane construction can be completed. CTMC has advanced construction on the westbound frontage roads in multiple locations throughout the Phase II Project.



Construction of the eastbound frontage road east of Chimney Hill Blvd (Looking West)



Westbound frontage road construction near the Arterial "A" intersection (Looking East)



Westbound frontage road construction at Springdale Road (Looking Northeast)



Westbound frontage road construction between Arterial "A" and Giles Road



Westbound frontage road construction between Arterial "A" and Giles Road

PHASE II PROGRESS PHOTOS

Eastbound Frontage Road Work

Since the Quarterly Report in April 2013, CTMC has continued to focus on frontage road construction. 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 Johnny Morris Road to the eastern terminus of the Phase II Project.



Construction of Eastbound frontage road bridge at Tributary #1C (Looking East)



Prime coat placement west of Parmer Lane (Looking East)



Eastbound frontage road construction east of Parmer Lane (Looking East)



ATMOS metering station at eastbound frontage road near Parmer Lane (Looking East)



Construction of eastbound frontage road bridge 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 completely 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.



Concrete pavement on the eastbound mainlanes near Walnut Creek (Looking East)



Crews continue to install concrete pavement on the eastbound mainlanes (Looking West)



Tied steel for concrete pavement on the eastbound mainlanes (Looking West)



Subgrade for the westbound mainlanes east of Arterial "A" (Looking West)



Tied steel for concrete pavement between Arterial "A" and Giles Road (Looking East)

PHASE II PROGRESS

CTMC has submitted their progressed schedule for the period ending June 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 1.

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 June 25, 2013, there were 227 days remaining until contractual Substantial Completion for the Project; CTMC has used 76.2% of the days allotted in the contract for the Development Work.

Table 1 - Phase II Development Progress

Development Tasks	% Complete
Development Design	100%
Utility Coordination	97%
Earthwork	78%
Utility Relocation	90%
Pavement	39%
Structures (Bridges and Retaining Walls)	73%
Drainage	57%
Lighting, Signing, Striping, and Signals	32%
Toll Facility Infrastructure	45%
Toll System Integration	20%
Incidental Construction (Barriers, Sidewalks, Landscaping)	24%

The Manor Expressway Project (Phases I & II) milestones are provided in Table 2.

Table 2 - 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 12, 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 #25 for June 2013 efforts**

MANOR EXPRESSWAY PROJECT FINANCIAL SUMMARY

Table 3 shows the overall financial status for the Manor Expressway Project through May 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.

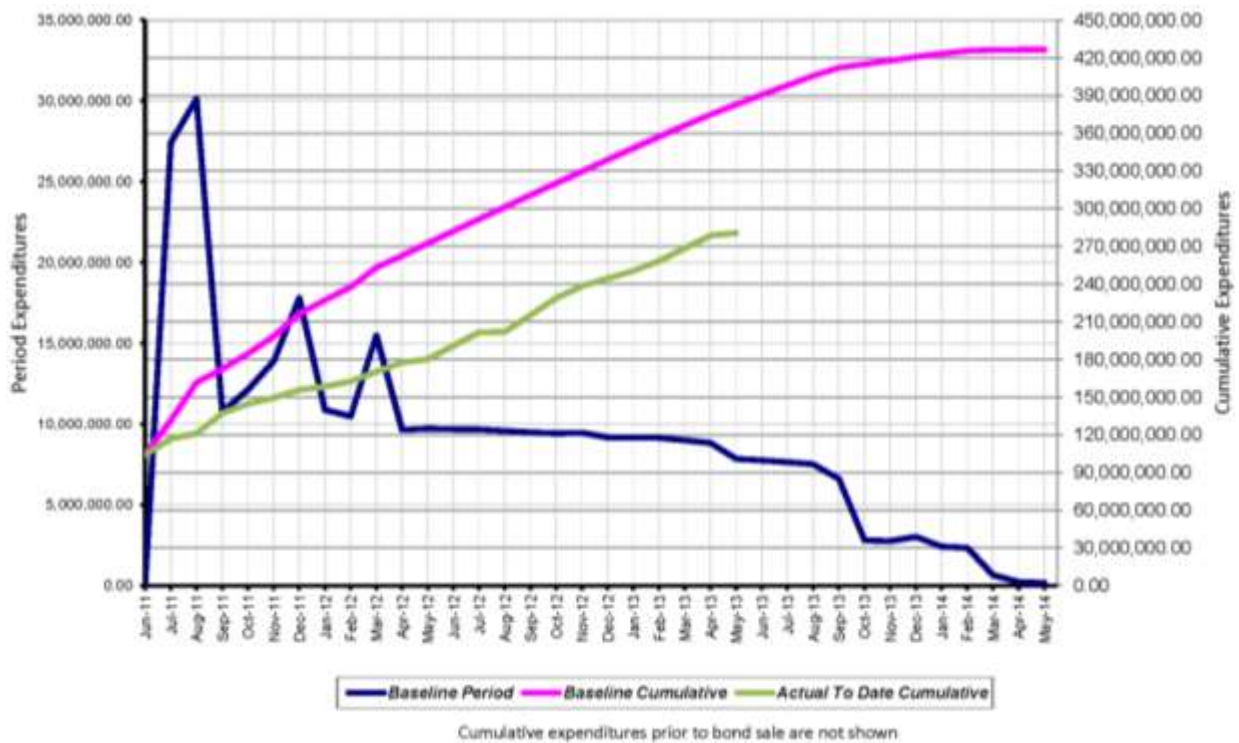
Table 3 - Project Financial Status Summary

Project Description	Original Cost Estimate (\$)	Expenditures to Date (\$)	Estimated Remaining Cost (\$)	Estimate at Completion (\$)
Total Project Cost (Phases I and II)	426,434,773	280,479,625	112,673,021	393,152,646

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 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⁾	\$ 24,268.16
Change Order #1	\$ 1,480,445.71
Change Order #2	<u>\$ 9010.88</u>
Current Authorized Contract Amount:	\$ 208,811,583.75
Previous Total of CTMC Payments:	\$ 115,844,523.21
Amount of CTMC Draw Request #22 for March 2013 efforts	\$ 7,120,219.68
Amount of CTMC Draw Request #23 for April 2013 efforts	\$ 7,607,117.53
Amount of CTMC Draw Request #24 for May 2013 efforts	<u>\$ 7,255,302.93</u>
Total Amount Paid To-Date: ⁽²⁾	\$ 137,827,163.35
Retainage withheld: ⁽³⁾	\$ 0.00
Liquidated Damages assessed	<u>\$ 0.00</u>
Approved Amount for work completed (through Draw #24):	\$ 137,827,163.35
Amount remaining for work to be completed:	\$ 70,984,420.40
Total Percent of Budget Expended through May 2013:	66.01%

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 #25 for CTMC’s June 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

Change Order #2 was approved during the reporting period. This change order covered CTMC’s costs to perform archival research on a cistern that CTMC discovered within the right-of-way during earthwork activities. This discovery qualifies as a Force Majeure Event as defined in the Design/Build Comprehensive Development Agreement. The amount approved in Change Order #2 was \$9,010.88.

DBE STATUS

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 \$26,367,356.74 which is 12.72% 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 June 25, 2013, Webber has submitted costs associated with DBE development work in the amount of \$24,311,234.94 which equals 11.7% 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%

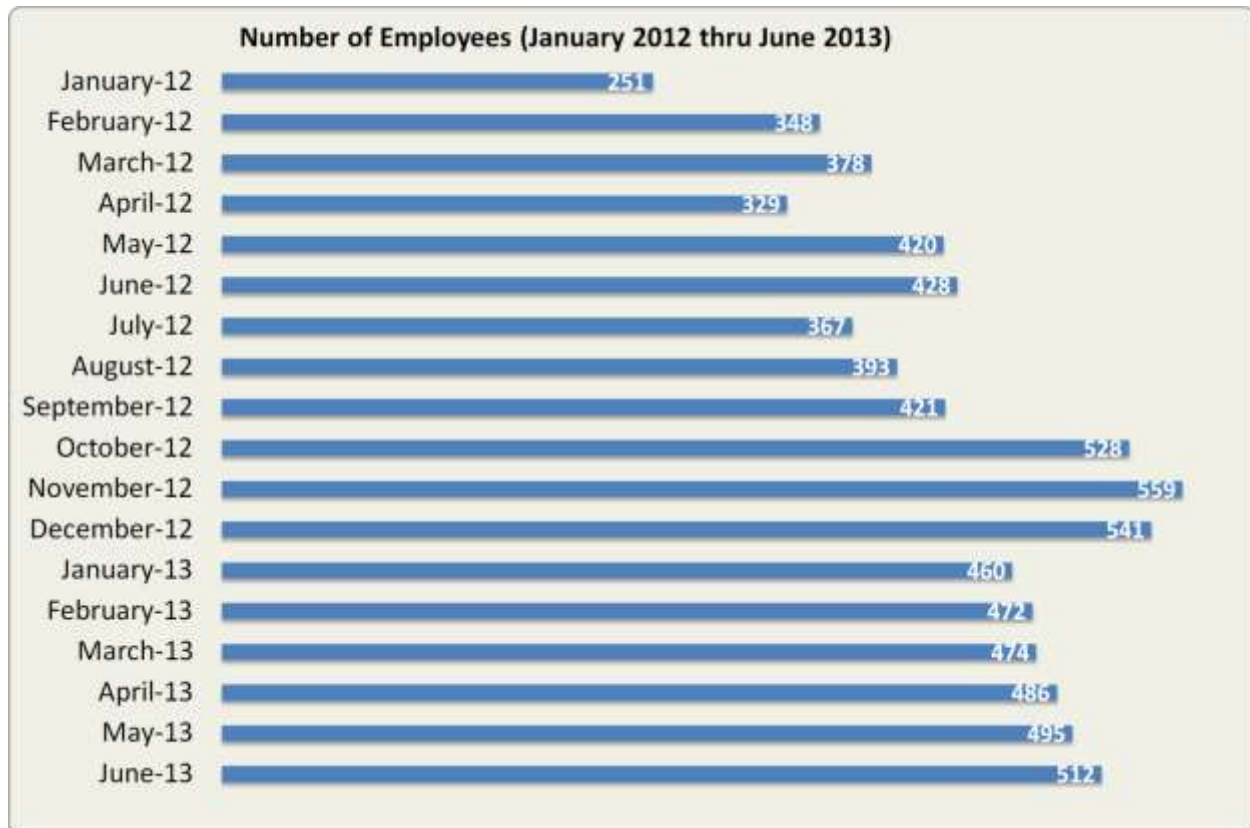
Figure 3 - Phase II DBE Design & Construction Commitment for Period Ending June 2013



EMPLOYMENT REPORTING STATUS

The Phase II Developer began providing employment data in January 2012. Construction of Phase II of the Manor Expressway Project supported **512 jobs** during the reporting month of June 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 June 2013 for Phase II of the Manor Expressway Project is provided in Figure 4.

Figure 4 - Phase II Employment History



SUSTAINABILITY

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 first quarter of 2013 in June. 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 first quarter of 2013, CTMC continued using three solar-powered flashing beacons and six solar-powered traffic control devices on the Project.

➤ Pavement Reuse:

During the first quarter of 2013, a total of 11,530 cubic yards of asphalt millings were used as detour subgrade, and 31,105 cubic yards of unbound base was used as foundation improvements and pipe backfill.

➤ Reuse of Topsoil:

During the first quarter of 2013, CTMC reused 2,772 cubic yards of topsoil.

➤ Recycled Fill/Embankment Materials:

During the first quarter of 2013, CTMC reused approximately 220,634 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 first quarter of 2013, 68.1 tons of wood waste was generated for recycling.

➤ Steel Recycling:

During the first quarter of 2013, 5.8 tons of steel were recycled from the Project.

➤ Utilization of Reclaimed or Non-Treated Water:

During the first quarter of 2013, 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 at the IESI waste recycling and disposal facility.

➤ Equipment Emission Reduction:

18% of CTMC's equipment fleet is Tier 4 equipment.

CTMC is on track to earn thirty three (33) green credits for the sustainable practices currently being implemented on 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:

64 calls were received over the project's hotline (512-684-3252) and 16 emails/website contacts were made regarding the Manor Expressway Project. The calls and messages included project information requests, the congestion and signal timing at the Giles/Johnny Morris intersection, congestion and signal timing at the Harris Branch intersection, temporary relocation 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:

248 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.

✓ Emails:

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

✓ Outreach/Visits:

Group Solutions coordinated a meeting with Mr. Pete Dwyer of Dwyer Realty about the temporary closure of Blue Goose, and meeting with DeCoty Coffee regarding the repaving of their delivery driveway. Group Solutions also conducted door-to-door outreach about the Blue Goose closure and the closure of the Decker Lane crossover on May 17. Two neighborhood appreciation events were held; one for the Chimney Hills subdivision in April, and one for the Harris Branch subdivision in June. In addition, regular communication continued with the Chimney Hills North neighborhood association, the Chimney Hills Townhomes HOA, the Harris Branch neighborhood

association, Walnut Place HOA, and the Rosemont at Hidden Creek Apartment community.

Attachment A

Manor Expressway Phase II Project
Aerial Photographs
June 2013



US 290 East looking west from Gilleland Creek
(Taken 6/24/2013)



US 290 East looking west from Parmer Lane
(Taken 6/24/2013)



US 290 East at SH 130 Interchange looking west
(Taken 6/24/2013)



US 290 East at Decker Lane Intersection looking west
(Taken 6/24/2013)



US 290 East at Harris Branch Intersection looking west
(Taken 6/24/2013)



US 290 East at Crofford Lane Intersection looking west
(Taken 6/24/2013)



US 290 East at Giles Road Intersection looking west
(Taken 6/24/2013)



US 290 East near Old Manor Road looking west
(Taken 6/24/2013)



US 290 East looking west at Mokan Crossing
(Taken 6/24/2013)



US 290 East at Chimney Hill Blvd looking west
(Taken 6/24/2013)



US 290 East at Springdale Road looking west
(Taken 6/24/2013)



US 290 East at Tuscany Way looking west
(Taken 6/24/2013)

Attachment B

Manor Expressway Project
Contingency Tracking
June 2013

Manor Expressway Phase II | Contingency Balance Sheet

06/26/13

PROJECT CONSTRUCTION CONTINGENCY (from the bond sale)		\$17,200,000
APPROVED ITEMS		
Executed Change Orders		
CO#1	Revision to the mainline and frontage road pavement sections	\$1,480,446
CO#2	Archival research of discovered cistern (force majeure event)	\$9,011
		Subtotal Executed Change Orders
		\$1,489,457
Approved Other Items		
	Dispute Resolution Board expenses	\$24,268
		Subtotal Other Items
		\$24,268
		Subtotal Approved Items
		\$1,513,725
ITEMS UNDER NEGOTIATION or ESTIMATED		
CO under negotiation		
CO#3	Design and construct column protection at SH 130 interchange	\$200,000
CO#4	Broadcast seeding at the US 183 interchange	\$37,000
CO#5	Revise pavement widening section near US 183 interchange	\$150,000
		Subtotal CO under negotiation
		\$387,000
Potential Change Orders or pending more information		
PCO#6	Revision to aesthetic scope on frontage roads ¹	-\$300,000
PCO#7	Design and construction costs associated with ADA compliant Shared Use Path ¹	\$650,000
PCO#8	Re-design and construction costs associated with minimization of impacts to Harris Branch wetland ¹	\$300,000
PCO#9	Revision to Shared Use Path at US 183 and deletion of sidewalk from Blue Goose Road to SH 130 ¹	\$200,000
PCO#10	Install LED lighting and remove an overhead sign bridge ¹	\$300,000
PCO#11	Revise pavement widening section near US 183 interchange ¹	\$150,000
PCO#12	Revise metal beam guardrail height from 27" to 31" ¹	\$100,000
PCO#13	Incorporate certain elements of the 2011 TMUTCD into the Development Work	\$50,000
PCO#14	Erosion repair at Bent 7 of NE direct connector at US 183	\$25,000
		Subtotal Potential Change Orders
		\$1,475,000
Other Items		
Incentive	Early Completion Incentives (Max Amount Achievable)	\$2,700,000
		Subtotal Other Items
		\$2,700,000
¹ Estimated cost		
		Subtotal Items Under Negotiation or Estimated
		\$4,562,000
		Total Costs
		\$6,075,725
		Budgeted Construction Contingency
		\$17,200,000
		TOTAL REMAINING AVAILABLE CONSTRUCTION CONTINGENCY
		\$11,124,275

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 Estimated Cost		
		Available Right of Way Contingency
		\$16,052,000



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #13 SUMMARY

Quarterly briefing on the environmental assessments for the Bergstrom Expressway, the Oak Hill Parkway, the MoPac South Project, the 183 North Project, and the SH 45 Southwest 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
- SH 45 Southwest Project
- SH 71 Express 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**

August 2013

BERGSTROM EXPRESSWAY

OAK HILL PARKWAY

SH 71 EXPRESS PROJECT

MOPAC SOUTH ENVIRONMENTAL STUDY

MOPAC INTERSECTIONS ENVIRONMENTAL STUDY

US 183 NORTH ENVIRONMENTAL STUDY

SH 45SW 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 July 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, 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 three 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 levels 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 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 September 2013. Following the third Open House, TxDOT will host the Formal Public Hearing (required by NEPA) in mid-2014 which will show the proposed final design and include the results of the CSS process.

As part of the Project efforts, the results of a Value Engineering (VE) Study completed for the corridor have been incorporated into the design and continue to be incorporated into the NEPA Document. Cost saving are currently estimated to be in the range of \$30 to \$50 million. The Public Involvement team will be presenting the updated design to the public through the outreach program established to focus on the community and stakeholders along the corridor.

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 software
- Evaluating impacts and addressing issues relevant to project development
- Supporting in recovery plans in order to meet critical dates

The Mobility Authority is advancing planning and funding activities:

- Advancing right-of-way & utilities with long lead times including coordination and funding
- Evaluating phasing schemes and financing models
- Developing a Maintenance Responsibility Matrix for CTRMA, TxDOT and City

The Mobility Authority is currently updating the Design Schematic:

- Completed 90% Design Schematic, working to complete Final Schematic
- Evaluating and addressing design issues and community inquiries
- Designing Value Engineering Study 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 in 2015. 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.

US 183 South Project (Bergstrom Expressway)														
Activity	Duration (Mo)	Begin	End	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Environmental (EA)	30	12/1/2011	1/1/2015		█									
Pre - ROW / Utility	36	6/1/2014	6/1/2017				█							
Litigation	6	1/1/2015	7/1/2015					█						
Procurement (CDA)	18	9/1/2014	3/1/2016				█							
Design (CDA)	12	3/1/2016	3/1/2017						█					
Right of Way (CDA)	24	3/1/2016	3/1/2018						█					
Utility (CDA)	24	3/1/2016	3/1/2018						█					
Construction (CDA)	48	3/1/2016	3/1/2020						█					



Oak Hill Parkway

INTRODUCTION

This report documents and describes the Oak Hill Parkway Project for the period through July 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:

- An Environmental Workgroup meeting was held January 31st 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 19th 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.
- 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.
- More detailed notes for all of our workgroups can also be found on the project website www.oakhillparkway.com.

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:

- On May 2nd our second e-newsletter was issued which highlighted the series of Workgroup meetings we facilitated last quarter and what we heard from the community. This issue also highlighted our May 23rd Open House where we shared our initial project concepts and described the Virtual Open House which was available on-line for those who could not attend or wanted to ask additional questions regarding the concepts. Our third Quarterly report is due for release in early August.
- On May 16th the project team hosted a design concept preview for all citizens that expressed an interest in being a part of the workshop series. All stakeholders that have indicated an interest in or were identified by the project team as having a potential interest in, or who have participated in previous workgroup meetings were invited to attend. Attendees were asked the following questions:
 - What do you like about each concept?
 - What don’t you like about each concept?

- What suggestions do you have for improving each concept?

To conclude the meeting, attendees participated in a “live poll” exercise, where they were asked to rate each concept on a 1-5 scale. Attendees were also asked if they felt the Oak Hill Parkway project team was headed in the right direction. 87% of respondents answered that they strongly agreed or agreed with that statement. Expanded Poll results can be found in the Public Input section of www.oakhillparkway.com.

- The Public Open House for the initial concepts was facilitated on May 23rd at Clint Small Middle School from 6:00-8:00 p.m. The project team attended and brought six new concepts for the corridor as well as an option to potentially extend the transition of the project to the west past Circle Drive. The 2007 Mediation and No-Build concepts were also presented. Each concept also included a board showing the benefits of that concept and the specific public comments the concept was trying to address. Boards were also available which outlined the process the team is going through as well as the project timeline and environmental constraints.



Citizens reviewed concepts and completed project surveys at the Public Open House on May 23rd

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 worked closely with TTI to launch a Virtual Open House that same day. A link was provided from our project website allowing online participants to access a similar experience to the live open house.

The Project Team facilitated four hours of Q&A with on-line participants as part of the Virtual experience



The Open House official comment window closed on June 3rd and the project team is compiling comment responses which will be posted on the project website. At the same time, the team is evaluating the comments to determine what revisions need to be made to the existing concepts and what new concepts need to be developed for our next Open House planned for this fall. The screening criteria that will be used to evaluate the concepts will be shared at our next open house as well.

- More detailed notes for all of our public involvement activities to date can be found on the project website www.oakhillparkway.com.

PROGRESS STATUS

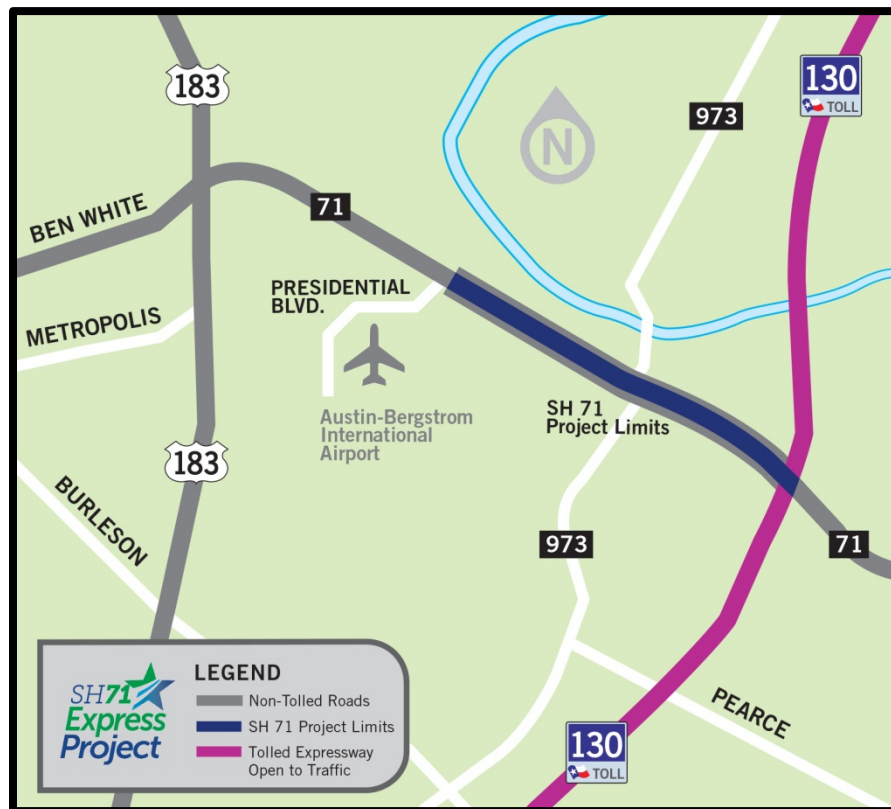
The Environmental Impact Statement process is still in the first nine months of development and is anticipated to take approximately four years to complete. To date, the project team has performed consistent with the project schedule. A detailed schedule discussion, including the tracking of intermediate milestones, will be provided in upcoming Quarterly Reports.

SH 71 Express

PROJECT DESCRIPTION

The Texas Department of Transportation (TxDOT) is working with the Mobility Authority to develop proposed improvements to SH 71 between Presidential Blvd and SH130. The project will add two additional toll lanes (one in each direction) through the length of the project by widening SH 71 between Presidential Blvd and FM 973 and constructing bridges over FM973 and SH 130. An Environmental Assessment (EA) is currently being prepared for the project.

The SH 71 Express Project is one of several improvements intended to complete a highway upgrade to SH 71 between I-35 and SH 130. The project is dedicated to improving mobility along SH 71 in a safe, efficient, and reliable manner. This project also includes improvements to make the area more pedestrian and bicycle friendly.



This report describes the status of the SH 71 Express Project and documents the activities accomplished through the second quarter of 2013.

PROJECT STATUS

- TxDOT's Special Projects Division and Environmental Affairs Division along with the Austin District are leading the project. The Mobility Authority is supporting TxDOT with community outreach activities.
- The environmental studies, schematic development, and procurement process were initiated in late spring and are currently underway.

COMMUNITY OUTREACH

- The first project newsletter (describing the project, its benefits, background information, related SH 71 projects, and schedule) will mail in August.
- The first public meeting will occur on August 13, 2013. A second public meeting is anticipated to be held in October.
- A Context Sensitive Solutions (CSS) Advisory Group has been formed to provide direction during the CSS process. The first CSS Workshop is scheduled for August 29, 2013.

SCHEDULE

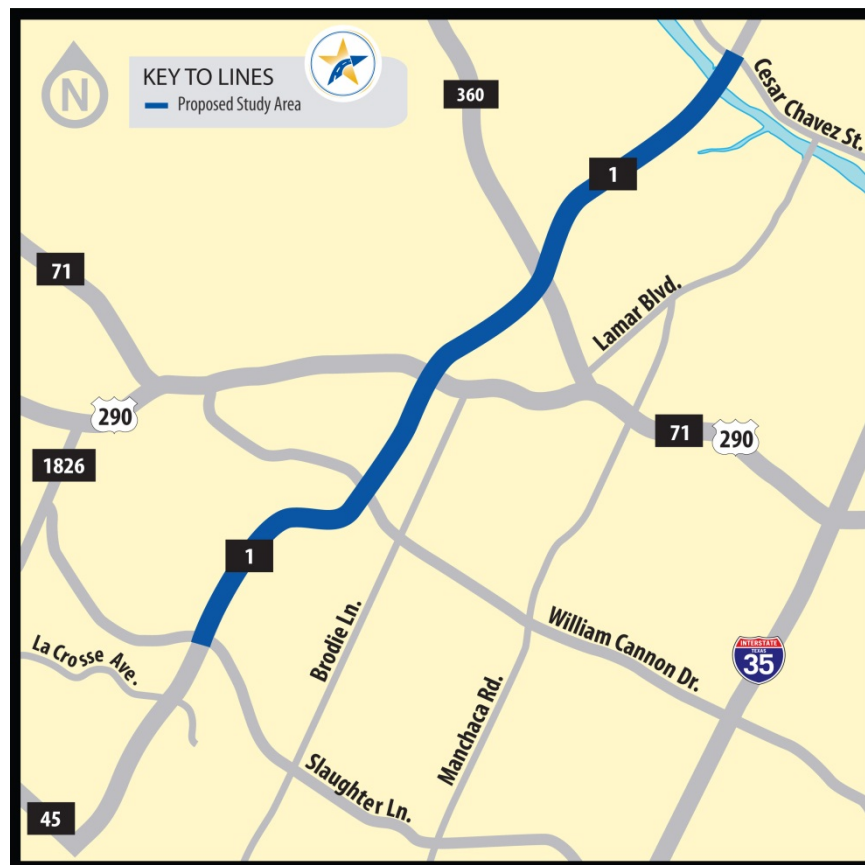
The environmental process is anticipated be completed in summer of 2014, with construction beginning in winter of 2014 and ending in winter of 2016.

MoPac South Environmental Study

PROJECT DESCRIPTION

The Mobility Authority has initiated activities on 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 launched in April 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 second quarter of 2013.

RECENT ACTIVITIES

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

PROJECT DEVELOPMENT

- The project launched in April 2013. Jacobs has begun preparation of the environmental assessment, primarily data collection and public involvement activities, as well as schematic efforts. CDM Smith has begun the Traffic and Revenue/Traffic Operations efforts. HNTB is providing management oversight. TxDOT is engaged with the project team and attends monthly meetings. There is ongoing coordination with TxDOT and TTI regarding public involvement strategy.
- Project controls have been put in place and a database for the administrative record is being developed.
- A detailed P6 schedule will be provided to the Mobility Authority for review in August.
- A series of environmental surveys are underway as part of the data collection.

COMMUNITY OUTREACH

- In June, the public involvement plan was finalized. The team began preparation of a key stakeholder list and identified key individuals and groups to meet with this summer/fall. Also, the team began preparation of copy, graphics, and branding concepts for outreach tools (website, fact sheets, location map, timeline, and frequently asked questions).
- Members of the team attended Councilwoman Laura Morrison's neighborhood meeting with Circle C on the SH 45 SW project, which included some minor discussion about this study and the MoPac Intersections Environmental Study.
- The first open house is anticipated to occur in November 2013.

SCHEDULE

The environmental 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 launched in May 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 second quarter of 2013.

RECENT ACTIVITIES

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

PROJECT DEVELOPMENT

- The project launched in May 2013. Jacobs has begun preparation of the categorical exclusion, primarily data collection and public involvement activities. HNTB is providing management oversight. TxDOT is engaged with the project team and attends monthly meetings.
- A detailed P6 schedule is being developed and will be provided to the Mobility Authority for review.

COMMUNITY OUTREACH

- The public involvement plan and key stakeholder list was finalized in July.
- A series of stakeholder meetings are being scheduled for this fall.
- Members of the team attended Councilwoman Laura Morrison's neighborhood meeting with Circle C on the SH 45 SW project, which included some minor discussion about this study and the MoPac South Environmental Study.

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

In August 2013, the Mobility Authority launched 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 initiated in August 2013.



This report describes the status of the US 183 North Project and documents the activities accomplished through the second 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

- Contract negotiations with CP&Y as the Preliminary Engineering and Environmental Services Consultant for this project are complete, and the project will launch later this summer.
- The letter of Engagement with CDM Smith for Traffic & Revenue and operational analysis support services will go before the Board for consideration.
- The project will kick off in August.

SCHEDULE

The environmental process is anticipated to take two to three years. The schedule for this project is in development.

SH 45SW Environmental Study

PROJECT DESCRIPTION

The Texas Department of Transportation (TxDOT) is working with the Mobility Authority, Hays and Travis counties, and regulatory agencies to study a possible solution for improving mobility in the rapidly growing area of northern Hays and southern Travis counties. This combined effort includes an environmental study of an area between MoPac and FM 1626. The study will consider environmental impacts, constraints, the needs of drivers, and concerns of surrounding neighbors. The study, which will result in an Environmental Impact Statement, launched in June 2013.

This report describes the status of the SH 45SW Project and documents the activities accomplished through the second quarter of 2013.

RECENT ACTIVITIES

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

PROJECT DEVELOPMENT

- TxDOT's Special Projects Division and Environmental Affairs Division are leading the project. The Mobility Authority is working with TxDOT to determine the agency's level of involvement and role in terms of project development. Community outreach will be led by the Mobility Authority.
- Community outreach tools, including Frequently Asked Questions and branding concepts, are under development in anticipation of stakeholder and elected official outreach this fall. An open house will be scheduled for October.
- An Origin and Destination study will likely be conducted this fall.

SCHEDULE

The environmental process is anticipated to take two years.



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #14 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. Financial reports for July 2013
- B. Proposal for road system improvements in southeast Travis County
- C. Policy for monument signs on Mobility Authority roadways

Attached documentation for reference:

Executive Director's Report

Contact for further information:

Mike Heiligenstein, Executive Director



REPORT TO THE BOARD OF DIRECTORS August 28, 2013

MIKE HEILIGENSTEIN - EXECUTIVE DIRECTOR

PRIORITY ISSUES



MoPac Improvement
Project Ground Breaking



Bergstrom Express
Bees Moved!

PROJECT DEVELOPMENT

MANOR EXPRESSWAY

Central Texas Mobility Constructors (CTMC) continue to focus on construction of the frontage roads and intersections throughout the project. Construction at the Blue Goose intersection has been completed, and traffic has been shifted to the newly constructed westbound frontage road in this area. Placement of the final asphalt course on the frontage roads began July 29th; this operation is projected to continue through September and will require nightly lane closures through that time. CTMC is also focused on completion of the Arterial "A" intersection. Completion of this intersection will allow the phased construction of the Giles Road/Johnny Morris Road to continue.

The concrete pavement on the eastbound mainlanes has been completed to the Arterial "A" intersection. Paving continues on the eastbound mainlanes toward the Giles Road/Johnny Morris intersection.

MO PAC IMPROVEMENT PROJECT



Strategy and preparation has begun for an Environmental Re-Evaluation Open House, to be held September 5, 2013. During the detailed design phase of the project, four proposed modifications were identified for consideration.

These modifications will require FHWA approval under an environmental re-evaluation process before implementation.

A Ground Breaking Event is scheduled for October 18 at a location to be determined.

A preliminary construction schedule has been released. While all construction time frames are subject to change, major milestones include:

- Fall 2013: Between RM 2222 and Braker Lane
- Early 2014: On the area south of RM 2222 to Cesar Chavez
- Mid 2014: On the area north of Braker Lane to Parmer Lane.

CH2M HILL submitted the first design package, which is a 30% design of the entire project. A pre-submittal workshop was held July 9. A package is currently under review.

In August, the 24/7 Hotline, 512-270-5000, went live. In September, a mobile device App will be available, featuring project information and construction alerts.

BERGSTROM EXPRESSWAY

Public involvement activities continue as the team has begun the second round of meetings and sharing updates with project stakeholders. The team continues to coordinate and support TxDOT with the Environmental activities and are planning for the second Public Meeting in early October, followed by the formal Public Hearing in mid 2014.

As part of the public involvement and environmental activities, the team identified several large oak trees at the southern end of the project that will be saved and incorporated into the design. While inspecting the trees, two large beehives were identified. To help preserve the honey bee population, the bees have been successfully relocated to Robinson, Texas.

The team continues to coordinate with TxDOT, FHWA and other agencies in the support of the schematic development, utility coordination and advanced funding agreements. As part of the advanced funding agreement, we are looking to expedite the relocation of utilities that have the potential to impact the construction schedule. The results of the latest design led to a significant cost savings to the project and the team is now working with finance to evaluate and update project financing and delivery alternatives.

OAK HILL PARKWAY



The project team is in the process of evaluating feedback and preparing comment responses from the Open House .

The team met with the FIX 290 group on June 12th to hear in more detail the concept which they would like us to consider as part of the environmental process.

RTG has prepared the concept as well as incorporating revisions into the other concepts based on public input. The next Open House is scheduled for this fall and will include the revised concepts and the outline for the screening criteria which will be used to evaluate each concept. An e-newsletter will be released in the next month which will highlight our recent Open House and the feedback we received.

183 NORTH ENVIRONMENTAL STUDY

The project kicked off in August. CP&Y have begun preparation of the environmental assessment, primarily data collection and public involvement activities, as well as schematic efforts. The environmental process is anticipated to take up to three years. The schedule for this project is under development.

MO PAC SOUTH ENVIRONMENTAL STUDY



MO PAC SOUTH
ENVIRONMENTAL STUDY

A detailed project schedule has been developed and is currently under review. The public involvement plan and key stakeholder list was finalized in July. A series of stakeholder meetings are being scheduled for this fall in anticipation of an Open House in November.

SH 45 SW ENVIRONMENTAL STUDY

TxDOT's Special Projects Division and Environmental Affairs Division are leading the project. The Mobility Authority is working with TxDOT to determine the agency's level of involvement and role in terms of project development. Community outreach will be led by the Mobility Authority. Community outreach tools, including Frequently Asked Questions and branding concepts, are under development in anticipation of stakeholder and elected official outreach this fall. An October date for an open house is still being determined. The environmental process is anticipated to take two years.



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #15 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 #16 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 #17 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
- B. Parcel 29 of the Manor Expressway Toll Project, a 9.108 acre tract in Travis County, on the south side of US 290 East between Johnny Morris Road and Ferguson Cutoff, owned by JMTCV, Ltd.
- C. Parcel 42 of the Manor Expressway Toll Project, a 4.709 acre tract in Travis County, at the southeast corner of US 290 East and Johnny Morris Road, owned by H. Dalton Wallace.