



**CENTRAL TEXAS
Regional Mobility Authority**

Regular Meeting of the Board of Directors

9:00 a.m.
Wednesday, March 26, 2014

Lowell H. Lebermann, Jr., 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.

All of the following action items may be acted upon by one motion. No separate discussion or action on any item is necessary unless desired by a member of the Board of Directors.

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

3. Approve the minutes for the February 26, 2014, Regular Board Meeting and the March 19, 2014, Board Workshop.
4. Approve an agreement with Travis County and Hays County relating to financing and development of the SH 45 SW Project.
5. Authorize procurement of a construction contract for the Maha Loop/Elroy Road project.
6. Award a construction contract for the Manor Expressway maintenance yard.
7. Authorize the Executive Director to negotiate, execute, and convey to the City of Austin all drainage easements required to develop the Manor Expressway maintenance yard.

8. Approve a change order with Central Texas Mobility Constructors, LLC, relating to painting for the Manor Expressway.
9. Exercise the option of the Mobility Authority under state law to develop, finance, construct, and operate the Bergstrom Expressway (183 South) Project as a toll project.
10. Authorize a request for qualifications for a design-build contract to develop the Bergstrom Expressway (183 South) Project, and designate the Authority's representative for that design-build procurement process.
11. Approve the financial statements for February 2014.

Briefing and discussion with no action proposed on the following:

12. Update on the Central Corridor High-Capacity Transit Study – Kyle Keahey
13. Executive Director's report
 - A. Project Status Updates.

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:

14. Discuss acquisition of one or more parcels or interests in real property needed for the Manor Expressway Project and related legal issues, as authorized by §551.072 (Deliberation Regarding Real Property; Closed Meeting) and by §551.071 (Consultation With Attorney).
15. 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.

16. Declare a public necessity to acquire the following described parcel or interest in real property for the Manor Expressway Project by the use of the power of eminent domain:

Parcel 21A(AC) of the Manor Expressway Toll Project, an “denial of access line” of 301.15 linear feet along the southern boundary of a 2.844 acre tract abutting the right-of-way of U.S. Highway 290, west of Chimneyhill Drive in Travis County, owned by Salim Haddad, Trustee.

17. Adjourn Meeting.

NOTES

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

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

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

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



CENTRAL TEXAS
Regional Mobility Authority

AGENDA ITEM #1 SUMMARY

Welcome, Opening Remarks and Board
Member Comments.

Welcome, Opening Remarks and Board Member Comments

Board Action Required: NO



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #2 SUMMARY

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

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

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

Board Action: NO



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #3 SUMMARY

Approve the minutes for the February 26, 2014 Regular Board Meeting and the March 19, 2014, Board Workshop.

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

Description of Matter:

The Minutes for the February 26, 2014 Regular Board Meeting

The Minutes for the March 19, 2014 Board Workshop

Attached documentation for reference:

Draft Minutes for the February 26, 2014 Regular Board Meeting

Draft Minutes for the March 19, 2014 Board Workshop

Contact for further information:

Andrew Martin, General Counsel

MINUTES

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

Wednesday, February 26, 2014
9:30 A.M.

The meeting was held in the Mobility Authority's Lowell H. Lebermann, Jr., Board Room at 3300 N. Interstate 35, #300, Austin, Texas 78705-1849. Notice of the meeting was posted January 24, 2014 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.

Chairman Ray Wilkerson called the meeting to order at 9:30 a.m. and called the roll. Directors present at the time the meeting was called to order were Mr. Jim Mills, Ms. Nikelle Meade, Mr. David Singleton, Mr. Bob Bennett, Mr. Charles Heimsath, and Mr. David Armbrust. Ms. Nikelle Meade and Mr. Charles Heimsath left the meeting after Executive Session.

2. Open Comment Period.

Dick Kallerman addressed the Board concerning SH 45SW.

Travis County Precinct 2 Commissioner Margaret Gomez addressed the Board and thanked the Mobility Authority for its support.

3. Approve the minutes for the January 29, 2014, Regular Meeting of the Board of Directors.

Chairman Ray Wilkerson presented for Board consideration the minutes for the January 29, 2014, Regular Board Meeting. Mr. David Singleton moved to approve the minutes as drafted, and Ms. Nikelle Meade seconded the motion. The motion carried unanimously 7-0, and the minutes were approved as drafted.

4. Authorize installation of traffic signals at the intersection of Hero Way with the northbound and southbound 183A frontage roads.

Mr. Wes Burford presented this item. The intersection of 183A and Hero Way is currently stop-controlled. A traffic signal warrant analysis was performed on January 16, 2014, and indicates that a traffic signal is warranted. Staff recommends that a traffic signal be installed.

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

5. Authorize installation of traffic signals at the intersection of Scottsdale Drive with the northbound and southbound 183A frontage roads.

Mr. Wes Burford presented this item. The intersection of 183A and Scottsdale Drive is currently stop-controlled. A traffic signal warrant analysis performed in September 2013 indicates that a signal is warranted. Staff recommends that a traffic signal be installed.

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

6. Authorize the Executive Director to issue certain directive letters to Central Texas Mobility Constructors under the design-build comprehensive development agreement for the Manor Expressway.

Item 6 was deferred until after Executive Session.

7. Approve an amendment to the Policy Code to adopt the exceptions authorized by state law from procurement requirements for a county.

Mr. Andy Martin presented this item. The Procurement Policies adopted in the Policy Code require competitive bidding or a competitive proposal process for all goods and services that cost more than \$50,000, if not otherwise subject to a specific procurement process established by the Policy Code. The proposed amendment authorizes the board, in its discretion, to exempt from a competitive bidding or competitive proposal process those same goods or services the Legislature has authorized a county commissioners' court to exempt from competitive bidding or competitive proposal requirements under the County Purchasing Act.

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

8. Adopt a resolution expressing intent to finance expenditures to be incurred for development of the Manor Expressway project.

9. Adopt a resolution expressing intent to finance expenditures to be incurred for development of the MoPac South project.

10. Adopt a resolution expressing intent to finance expenditures to be incurred for development of the 183 North project.

Mr. Bill Chapman presented items 8, 9, and 10 together. The resolutions authorize the Mobility Authority to reimburse itself for project expenditures incurred before a bond sale from future bond proceeds.

Mr. Bob Bennett moved for approval of items 8, 9, and 10, and Ms. Nikelle Meade seconded the motion. The motion carried unanimously, 7-0, and the respective resolutions were approved as drafted.

11. Adopt a resolution expressing intent to finance expenditures to be incurred for development of the MoKan Corridor project.

Item 11 was pulled at the request of staff.

12. Approve the financial statements for January 2014.

Mr. Bill Chapman presented this item. There was nothing unusual to report for the January financial statements.

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:

13. Briefing on procedures to establish the speed limit for Mobility Authority roadways.

Mr. Wes Burford presented this item.

14. Executive Director's report.

Mr. Mike Heiligenstein noted that the Board Retreat would be held at the Mobility Authority offices on March 19, 2014. Steve Pustelnyk provided an update on the MoPac Improvement project. Paul Steinberg from CARMA provided a brief presentation on the Carma smartphone application.

Executive Session Pursuant to Government Code, Chapter 551

Chairman Wilkerson announced in open session at 10:55 a.m. that the Board would recess the open meeting and reconvene in Executive Session to deliberate the following item:

15. 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).

16. Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects, as authorized by §551.071 (Consultation With Attorney).

The Board reconvened in open meeting at 12:13 p.m., and Chairman Wilkerson announced that no action was taken in Executive Session.

6. Authorize the Executive Director to issue certain directive letters to Central Texas Mobility Constructors under the design-build comprehensive development agreement for the Manor Expressway.

Mr. Wes Burford presented this item. This item authorizes the Executive Director, with approval of the Executive Committee, to issue one or more directive letters to Central Texas Mobility Constructors, LLC, under the design/build contract for the Manor Expressway Project

for amounts over \$300,000 but not to exceed \$5 million.

Mr. Bob Bennett moved for approval, and Mr. David Armbrust seconded the motion. The motion carried unanimously, 5-0, and the draft resolution was approved as amended by language added by Chairman Wilkerson.

19. Adjourn Meeting.

Chairman Ray Wilkerson declared the meeting adjourned at 12:20 p.m. with unanimous consent.

**MINUTES FOR
Board of Directors Retreat & Workshop
of the
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

**Wednesday, March 19, 2014
9:00 A.M.**

The meeting was held in the Mobility Authority's Lowell H. Lebermann, Jr., Board Room at 3300 N. Interstate 35, #300, Austin, Texas 78705-1849. Notice of the meeting was posted March 14, 2014 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.

Chairman Ray Wilkerson called the meeting to order at 9:00 a.m. and called the roll. Directors present when the meeting was called to order were Vice Chairman Jim Mills, Mr. Bob Bennett, Mr. David Singleton, Mr. Charles Heimsath, and Mr. David Armbrust. Ms. Nikelle Meade was not present for the meeting.

2. Update on Mobility Authority Strategic Plan.

Ms. Cindy Demers provided an update on the strategic plan.

3. Report on Mobility Authority Projects and Financials.

Mr. Wes Burford, Mr. Bill Chapman, and Ms. Cindy Demers reported on Mobility Authority projects and related financials.

4. Division Updates.

Mr. Tim Reilly, Mr. Rick L'Amie, Ms. Melissa Hurst, and Mr. Andrew Martin presented information on their respective divisions for consideration by the Board members and staff.

5. Lunch/Community Roundtable.

Chairman Ray Wilkerson and Mr. Mike Heiligenstein led discussion on the Mobility Authority and Central Texas transportation issues by Board members and invited roundtable members John Garrett, Commissioner Cynthia Long, Commissioner Will Conley, Joe Cantalupo, Commissioner Bruce Todd, Martha Smiley, Clarke Heidrick, Sandy Guzman, Tim Lomax, and Ginger Goodin.

6. Update on Legislative and Regulatory Issues affecting the Mobility Authority.

Mr. Brian Cassidy and Mr. Jerry Valdez presented this item for discussion by the Board members and staff.

7. Discussion of Regional Solutions Addressing for Transportation Issues.

Mr. Mike Heiligenstein presented this item for discussion by the Board members and staff.

8. Adjourn Meeting.

At 4:05 p.m., Chairman Ray Wilkerson declared the meeting adjourned.



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #4 SUMMARY

Approve an agreement with Travis County and Hays County relating to financing and development of the SH 45 SW Project.

Strategic Plan Relevance:	Regional Mobility
Department:	Engineering
Associated Costs:	None by this action
Funding Source:	Not applicable
Board Action Required:	Yes

Description of Matter: This item recommends approval of an interlocal cooperation agreement with Travis County and Hays County to provide a portion of the funds needed by the Mobility Authority to develop Segment 3 of State Highway 45 Southwest ("SH 45 SW") subject to the state environmental impact statement currently being prepared by the Texas Department of Transportation. The proposed agreement has been approved by the respective Commissioners Courts of Travis and Hays Counties. The Mobility Authority is responsible for obtaining all funding needed to design and construct SH 45 SW in addition to the \$20 Million in funding from the two counties under this agreement.

Reference documentation: Draft Resolution
Proposed Interlocal Cooperation 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. 14-___

**APPROVING AN AGREEMENT WITH TRAVIS COUNTY AND
HAYS COUNTY RELATING TO FINANCING AND DEVELOPMENT
OF THE SH 45 SW PROJECT..**

WHEREAS, the Mobility Authority, Travis County, and Hays County each have the authority to design and construct roads needed to relieve existing and future traffic congestion and to improve the transportation network that serves Central Texas residents and the traveling public; and

WHEREAS, under the Interlocal Cooperation Act, Chapter 791, Government Code, and Chapters 222 and 370, Transportation Code, the Mobility Authority, Travis County, and Hays County may enter into one or more agreements to cooperate in funding, designing, constructing, operating, and maintaining improvements to the roadway system that serves residents and the traveling public in Travis County and Hays County; and

WHEREAS, Travis County and Hays County have both enacted resolutions approving an interlocal cooperation agreement with the Mobility Authority to participate in financing and that provides for the design and development by the Mobility Authority of State Highway 45 Southwest, Segment 3 (“SH 45 SW”), subject to a final state environmental impact statement currently being prepared by the Texas Department of Transportation, as that highway is more completely described in the proposed interlocal cooperation agreement attached as Exhibit 1 (the “ILA”); and

WHEREAS, the Executive Director recommends that the Board approve the ILA for SH 45 SW.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby approves the ILA in the form attached as Exhibit 1, and authorizes the Executive Director to execute the ILA on behalf of the Mobility Authority.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of March, 2014.

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: 14-___
Date Passed: 03/26/14

Exhibit 1 to Resolution 14-

Interlocal Cooperation Agreement

[on the next 8 pages]

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (“Agreement”) is between the following three political subdivisions of the State of Texas: Hays County (“Hays County”), Travis County (“Travis County”), and the Central Texas Regional Mobility Authority (the “Authority”). Hays County, Travis County, and the Authority may be referred to collectively in this Agreement as the “parties,” and individually as a “party.”

WHEREAS, by Minute Order 83158 enacted on May 22, 1985, the Texas Transportation Commission recognized a need for an expansion of the state highway system to deal with expected traffic growth in Travis County, and designated a state highway now known as State Highway 45 (“SH 45”) to be developed in segments according to need and available funding, and in July of that year the Travis County Commissioners Court accepted Minute Order 83158 by resolution; and

WHEREAS, the Capital Area Metropolitan Planning Organization (“CAMPO”) has included a portion of SH 45 known as SH 45 Southwest (“SH 45 SW”) in the CAMPO Regional Transportation Plans adopted in 1994, 2000, 2005, and 2010; and

WHEREAS, Hays County and Travis County have acquired the right-of-way needed to build and operate SH 45 SW, and that right-of-way is currently held by the State of Texas; and

WHEREAS, many residents of Hays County travel north on FM 1626 and on Brodie Lane through the Shady Hollow neighborhood to reach Loop 1 (“MoPac”) at Slaughter Lane for access to employment, retail, and recreational destinations in Travis County, and those Hays County residents as well as local travelers suffer congestion, delays, and safety concerns on Brodie Lane which should be relieved by SH 45 SW; and

WHEREAS, in June, 2013, the Texas Department of Transportation (“TXDOT”) initiated and is currently leading an environmental study for the area between MoPac and FM 1626 that is planned for SH 45 SW, with a completion date anticipated in early 2015 for the resulting state environmental impact statement (the “state EIS”); and

WHEREAS, subject to the state EIS, the Authority proposes to design and construct a new four-lane state highway consisting of four tolled main lanes of controlled access roadway, with a possible shared-use path on one side, extending approximately 3.6 miles from MoPac to FM 1626, as supported by the October 22, 2013, resolution of the Travis County Commissioners Court (the “Project”); and

WHEREAS, the parties anticipate and intend that all costs incurred by the Authority to complete the Project will be paid from funds provided by Travis County, Hays County, and TXDOT; and

WHEREAS, together with TXDOT, Travis County and Hays County have agreed to fund not-to-exceed portions of the costs of the Project as detailed in this Agreement, and the Authority has agreed to manage the design, procurement, and construction of the Project as detailed in this Agreement; and

WHEREAS, the parties, as political subdivisions of the State of Texas, intend for this Agreement to conform in all respects with the provisions of the Interlocal Cooperation Act, Texas Government Code Section 791.001, et seq.;

NOW, THEREFORE, the parties agree as follows:

1. FINANCIAL OBLIGATIONS.

(A) Hays County shall provide funding for the Project in the total amount not-to-exceed Five Million and no/100 Dollars (\$5,000,000.00 USD). Of that not-to-exceed amount, Five Hundred Thousand and no/100 Dollars (\$500,000.00 USD) shall be paid to the Authority by June 30, 2014. The remaining Four Million, Five Hundred Thousand and no/100 Dollars (\$4,500,000.00 USD) shall be paid to the Authority no later than twenty (20) days after the date the Authority provides written notice to Hays County and Travis County that the Authority intends to issue the bid solicitation for construction of the Project no later than forty (40) days after the date of that notice.

(B) Travis County shall provide funding for the Project in a total amount not-to-exceed Fifteen Million and no/100 Dollars (\$15,000,000.00 USD). An initial payment of Two Million, Five Hundred Thousand and no/100 Dollars (\$2,500,000 USD) will be paid by June 30, 2014. Travis County will use all reasonable efforts to complete the issuance of State Highway Bonds (or other debt instruments) by October 30, 2014. Subject to the issuance of such bonds or other debt instruments, Travis County shall pay the remaining Twelve Million Five Hundred Thousand and no/100 Dollars (\$12,500,000.00 USD) to the Authority by October 30, 2014. Should Travis County be unable to secure the funding and pay it to the Authority, any party may terminate this Agreement and the Authority shall return to each County, on a pro rata basis, all funds remaining in the Trust Accounts after the Authority has completed paying all expenditures for Project costs made in furtherance of this Agreement.

(C) Each County acknowledges that the Authority will make contractual obligations related to development of the Project in reliance on the funding commitments set forth herein. Such obligations will be consistent with the Budget and shall be in furtherance of the development of the Project.

(D) The Authority's contribution to Project costs are certain in-kind services provided by staff of the Authority under this Agreement. The parties contemplate additional contributions of funds sufficient to complete the Project from TXDOT. All monies paid by Travis County and Hays County shall be held in trust and utilized by the Authority only in furtherance of this Agreement. Monies spent to pay Project costs incurred to develop and construct the Project as identified by the Budget, or to reimburse any Project costs previously paid by the Authority from other funds, shall be considered expenditures in furtherance of this Agreement.

(E) The Authority will develop and provide to Travis County and Hays County a detailed budget for estimated cost of completing the Project, and will include a cash disbursement projection for those costs (the "Budget"). The Budget will include the following costs to be paid by the Authority to outside consultants, vendors, and the successful bidder on the construction contract for the Project:

- (i) pre-development engineering;
- (ii) preliminary engineering;
- (iii) capital costs (design and construction);
- (iv) engineering oversight (including design reviews, construction management, materials testing, inspection);
- (v) legal (including any costs of litigation), administrative, and other fees and expenses related to this Agreement, procurement, and Project development and oversight;
- (vi) environmental approvals, if required;
- (vii) public notices and involvement activities;
- (viii) utility relocations;
- (ix) contingencies, including change orders that may occur during the course of the Project and possible contractor claims at the end of the Project; and
- (x) all other costs reasonably projected as necessary to complete the Project, excluding the cost of the Authority's in-kind services provided through an employee of the Authority.

(F) All funds paid to the Authority by each County shall be deposited and held by the Authority in separate, interest-bearing trust accounts for the payment of Project costs (the "Trust Accounts"). Interest earned on any accumulated cash balances in the Trust Accounts shall be deposited monthly into the Trust Accounts and shall accrue to the benefit of the respective County's Trust Account. Interest may be used for the payment of Project costs if the Project is constructed, but must be returned to the County along with the unspent principal funds, if the Project is not substantially complete by June 30, 2024. Neither Hays County nor Travis County, once they have fully delivered their funding as described in subsections 1(A) and 1(B), shall be obligated for additional funding. The Authority shall be responsible for arranging all other necessary funding to achieve the completion of the Project.

(G) The Authority may disburse funds from the Trust Accounts in accordance with the Budget to pay its outside contractors and to pay the contract price for construction of the Project to the bidder selected for the contract. No later than two (2) days after making any disbursement from the Trust Accounts, the Authority will provide to each County a copy of the disbursement, together with sufficient information to establish that the disbursement complies with this Agreement.

(H) The Authority shall keep and maintain records to document and support that each disbursement made by the Authority is for an authorized purpose under this Agreement. All funds received and/or expenditures made by the Authority related to development and construction of the Project shall be subject to review by the Hays County and/or Travis County, at the requesting County's sole expense.

(I) The Authority recognizes that Travis County will use State Highway Bonds or other forms of debt instruments to fund its contribution payments.

2. PROJECT DEVELOPMENT.

(A) The State of Texas owns all necessary right-of-way for the Project. The Authority will arrange with TXDOT for use of the right-of-way.

(B) Endangered Species Act Permit No. TE-788841-2 (the "BCCP Permit") requires Travis County to acquire and manage, or enter into a formal management agreement for, Flint Ridge Cave adequate to preserve its environmental integrity. Before design of the Project is complete, there shall be consultation with the U.S. Fish and Wildlife Service to determine what is necessary to fulfill this requirement. The Authority shall develop, design, construct, and maintain the Project in a manner that does not result in Travis County's noncompliance with the Endangered Species Act or the BCCP Permit, as determined by the U.S. Fish and Wildlife Service.

(C) The Authority's design, plans, and specifications for the Project shall comply with design and construction, materials testing, and inspection standards established or followed by TXDOT and the Authority, including but not limited to those for stormwater management and requirements established by the final state environmental impact statement (the "FEIS"), unless otherwise agreed by the parties by amending this Agreement (the "Standards"). Should the FEIS conclude that the Project is not approved for construction, the Authority will return all then remaining unspent funds and terminate the Agreement, provided that nothing herein will preclude the Authority from expending funds prior to the FEIS determination if such expenditures are consistent with the Budget and in furtherance of this Agreement. In this subsection, reference to "unspent funds" shall mean the funds remaining in the Trust Accounts thirty (30) days after the date notice of the availability of the FEIS is published in the *Texas Register* under 43 *Texas Administrative Code* Rule §2.103(g).

(D) The Authority will manage the design and construction of the Project pursuant to the Standards, including (i) preliminary estimates, (ii) development of the engineering design, plans and specifications for all roadway improvements, (iii) surveying, (iv) construction, and (v) inspection and testing.

(E) TXDOT, in coordination with the Authority and appropriate regulatory agencies, is responsible for producing the documents and analysis required for any required permitting and environmental documentation and clearances associated with the Project. The Authority in coordination with TXDOT shall apply for and obtain any permits and other required clearances issued by a state or local government agency other than the County.

3. PROJECT MANAGEMENT.

(A) The Authority's Executive Director or his designee (the "Authority Representative") will act on behalf of the Authority with respect to the Project. The Authority Representative will coordinate with each County as necessary, receive and transmit information and instructions, and will have complete authority to interpret and define the Authority's policies and decisions with respect to the Project in accordance with this Agreement. The Authority will designate a Project

Manager and may designate other representatives to transmit instructions and act on behalf of the Authority with respect to the Project.

(B) The Commissioners Court of Travis County and of Hays County shall each appoint a person (the “County Representative”) to act on behalf of each County with respect to the Project in accordance with this Agreement; to coordinate with the Authority as necessary; and to receive and transmit information and instructions under this Agreement. The County Representative will have complete authority to interpret, define, and communicate to the Authority their respective County’s policies, recommendations, and decisions related to the Project in accordance with this Agreement. By written notice delivered under this Agreement, the County Representative may designate a County Project Manager or Co-Managers and may designate other representatives to transmit instructions and act on behalf of their respective Counties related to the Project.

(C) The Authority and the Counties, through their designated representatives and project managers (and co-managers), shall communicate on a regular basis concerning the Project. The County Representatives (and Project Managers) may provide input regarding Project development issues, however as the owner operator of the Project the Authority will make all Project development related decisions in its sole discretion.

(D) The Authority shall notify Travis County and Hays County in writing upon substantial completion of the Project. “Substantial completion” may be defined in the contract between the Authority and its contractor responsible for construction of the Project, but in general shall mean the time at which the Project can be opened to traffic notwithstanding the need to complete other Project-related items that do not impede or impair traffic.

(E) Upon the earlier of: (i) 30 days after the Authority has applied and expended in accordance with this Agreement all funds paid to the Authority by either County, plus accrued interest thereon; or (ii) 30 days after final acceptance of the Project construction by the Authority, the Authority shall render a final written accounting to that County of any and all costs paid, to be paid, credited, or refunded to or from that County’s Trust Account established under this Agreement, taking into account amounts that County has paid into the Trust Account as provided herein. Each County shall have the right to audit the Authority’s records at that County’s expense, and shall request any such audit, or any adjustments or corrections, no later than ninety (90) days after its receipt of the accounting. The Authority shall refund any amounts due to a County no later than twenty (20) days after delivery of the adjusted final accounting.

4. DISPUTE RESOLUTION

(A) Negotiation. The parties will attempt in good faith to resolve promptly through negotiation any claim or controversy arising out of or relating to this Agreement. If a controversy or claim should arise, the parties agree to each select a Representative and to have those Representatives meet at least once to attempt in good faith to resolve the dispute. For such purpose, any party may request the others to meet within ten (10) days, at a mutually-agreed-upon time and place. The parties shall, within ten (10) days after the Effective Date of this Contract, each designate to the other their respective Representatives, who shall be an executive-level individual with authority to settle disputes. Each of the parties may change the designation of its Representative, but shall maintain at all times during the term of this Contract a designated

Representative and shall ensure that the other parties are notified of any change in the designation of its Representative.

(B) Mediation. If the dispute has not been resolved within sixty (60) days after the first meeting of the designated Representatives (or such longer period of time as may be mutually agreed upon), any of the parties may refer the claim or controversy to non-binding mediation conducted by a mutually-agreed-upon party qualified to perform mediation of disputes related to the subject matter of this Agreement (herein referred to as the "Mediator") by sending a written mediation request to the other parties. In the event that such a request is made, the parties agree to participate in the mediation process. The parties and the Mediator may join in the mediation any other party necessary for a mutually acceptable resolution of the dispute. Should the Mediator ever be unable or unwilling to continue to serve, the parties shall select a successor Mediator. The mediation procedure shall be determined by the Mediator in consultation with the parties. The fees and expenses of the Mediator shall be borne equally by the parties. Unless the parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in *Tex. Civ. Prac. and Rem Code* §154.073, unless the parties agree, in writing, to waive the confidentiality.

5. DEFAULT; REMEDIES; TERMINATION.

(A) A party may terminate this Agreement if any 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 thirty (30) days after receipt of that notice.

(B) This Agreement will terminate on the later of: (i) thirty-one (31) days following the Counties' receipt from the Authority of final written accountings under subsection 3(D), if the Counties did not timely request an audit of the Trust Account under that subsection, or (ii) if either County requests an audit under subsection 3(E), the date the Authority and that County have resolved all disputes, if any, concerning the expenditure of funds paid by that County into its Trust Account in accordance with the terms of this Agreement.

6. MISCELLANEOUS.

(A) Force Majeure. Whenever a period of time is prescribed by this Agreement for action to be taken by any 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.

(B) Notice. All notices, demands or other requests, and other communications required or permitted under this Agreement or which any party may desire to give, shall be in writing and shall be deemed to have been given on the sooner to occur of (i) receipt by the party to whom the notice is hand-delivered, with a written receipt of notice provided by the receiving party, or (ii) or (ii) receipt of a 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 party has been obtained by the sending party:

AUTHORITY: Wesley M. Burford, Director of Engineering
Central Texas Regional Mobility Authority
3300 N. IH-35, Suite 300
Austin, TX 78705
(512) 966-9784 (facsimile)
Email address: wburford@ctrma.org

WITH COPY TO: Andrew Martin, General Counsel
Central Texas Regional Mobility Authority
3300 N. IH-35, Suite 300
Austin, TX 78705
(512) 225-7788 (facsimile)
Email address: amartin@ctrma.org

HAYS COUNTY: Mark Jones, Commissioner Precinct 2
P.O. Box 1180
5458 FM 2770
Kyle, TX 78640
(512) 268-1250 (facsimile)
Email address: mark.jones@co.hays.tx.us

WITH A COPY TO: Mark Kennedy
General Counsel for Hays County
111 E. San Antonio, Suite 202
San Marcos, TX 78666
Email address: mark.kennedy@co.hays.tx.us

TRAVIS COUNTY: Steve Manilla, County Executive
Travis County Transportation and Natural Resources Department
700 Lavaca Street, Suite 700
Austin, TX 78767-1748
(512) 854-4697 (facsimile)
Email address: steven.manilla@co.travis.tx.us

WITH A COPY TO: John Hille, Director, Transactions Division
Travis County Attorney's Office
314 West 11th Street, 5th floor
Austin, TX 78701
(512) 854-4808 (facsimile)
Email address: john.hille@co.travis.tx.us

(C) 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 observed by a County or the Authority. If the last day of any period described in this Agreement is a Saturday, Sunday, or such legal holiday, the period is extended to include the next day that is not a Saturday, Sunday, or such legal holiday.

(D) Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter thereof and contains all of the covenants and agreements between the Parties with respect to said matter.

No modification concerning this Contract shall be of any force or effect, excepting a subsequent modification in writing signed by the Party to be charged. NO OFFICIAL, REPRESENTATIVE, AGENT, OR EMPLOYEE OF HAYS COUNTY OR TRAVIS COUNTY HAS ANY AUTHORITY TO MODIFY THIS CONTRACT, EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR PURSUANT TO EXPRESS AUTHORITY TO DO SO GRANTED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, AND TRAVIS COUNTY, TEXAS, RESPECTIVELY.

(E) Modification; Waiver. No amendment of this Agreement will be effective unless it is in writing and signed by the parties. No waiver of satisfaction of a condition or failure to comply with an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation.

(F) Effective Date. This Agreement will become effective when signed by Travis County, Hays County, and the Authority. The date of this Agreement will be the date this Agreement is signed by the last party to sign it, as indicated by the date associated with that party's signature.

(G) Counterparts. If the parties sign this Agreement in several counterparts, each will be deemed an original but all counterparts together will constitute one instrument.

(H) Other Instruments. The parties shall execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(I) Invalid Provision. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

HAYS COUNTY:

Bert Cobb, M.D.
Hays County Judge
Date: March ____, 2014

TRAVIS COUNTY:

Samuel T. Biscoe
Travis County Judge
Date: March ____, 2014

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY:

Mike Heiligenstein
Executive Director
Date: March ____, 2014



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #5 SUMMARY

Authorize procurement of a construction contract for the Maha Loop/Elroy Road project.

Strategic Plan Relevance:	Regional Mobility
Department:	Engineering
Associated Costs:	\$13,713,600 (Construction only)
Funding Source:	Travis County
Board Action Required:	Yes

Description of Matter: The Board previously approved an interlocal cooperation agreement with Travis County for the Mobility Authority to design and construct a new county road in southeast Travis County. Staff requests Board approval to procure, consistent with the Mobility Authority Procurement Policy, a contract to construct that road, the Maha Loop/Elroy Road from Pearce Lane to SH 71.

Additional Board approvals will be requested at a later date related to bid award and contract execution for the Project.

The construction project consists of a 3-lane section, one lane in each direction with a center turn lane that will allow contra flow. Design and construction of the road will be completed to ensure compatibility with future development (not part of this project or the interlocal cooperation agreement) of an ultimate 5-lane section.

Reference documentation:	Draft Resolution Executed Interlocal Cooperation Agreement
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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. 14-___

**AUTHORIZE PROCUREMENT OF A CONSTRUCTION CONTRACT
FOR THE MAHA LOOP/ELROY ROAD PROJECT.**

WHEREAS, the Mobility Authority and Travis County have entered into an interlocal cooperation agreement (the “ILA”) under which the Mobility Authority will develop the Maha Loop/Elroy Road project, a new three lane rural arterial road extending south approximately 1.9 miles from SH 71 to Pearce Lane (the “Project”); and

WHEREAS, the Mobility Authority and its vendors have collaborated with Travis County pursuant to the ILA to design the Project and prepare a bid solicitation package to procure a construction contract for the Project; and

WHEREAS, the Executive Director recommends initiating a procurement process to solicit a construction contract for the Project.

NOW THEREFORE, BE IT RESOLVED, that the Executive Director is authorized and directed to procure a construction contract for the Maha Loop/Elroy Road project in accordance with the procurement policies established by Chapter 4 of the Mobility Authority Policy Code.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of March, 2014.

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 14-___
Date Passed 3/26/14

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement ("Agreement") is between Travis County, Texas (the "County") and the Central Texas Regional Mobility Authority (the "Authority"). The County and the Authority may be referred to collectively in this agreement as the "parties," and individually as a "party."

WHEREAS, the parties intend to participate and collaborate in the design and construction of new three lane rural arterial road consisting of two through lanes and a continuous center left-turn lane with a bike lane and a sidewalk on one side, extending south approximately 1.9 miles from SH 71 to Pearce Lane, as approved by motion of the Travis County Commissioners Court on September 24, 2013 (the "Project"); and

WHEREAS, the County has agreed to fund the direct and indirect costs of the Project as detailed in this agreement, and the Authority has agreed to manage the design, procurement, and construction of the Project as detailed in this agreement; and

WHEREAS, the parties, as political subdivisions of the State of Texas, intend for this agreement to conform in all respects with the provisions of the Interlocal Cooperation Act, Texas Government Code Section 791.001, et seq.;

NOW, THEREFORE, the parties agree as follows:

1. Financial Obligations.

(A) The County will provide funding for the Project at the Estimated Project Cost of Sixteen Million Six Hundred Five Thousand Two Hundred Twenty and 76/100 Dollars (\$16,605,220.76). The Authority's sole contribution to Project costs are certain in-kind services provided under this agreement.

(B) The Authority will develop a detailed "not-to exceed" Project budget, to include a cash disbursement projection (the "Budget"). The Budget will include the following costs to be paid by the Authority to outside consultants, vendors, and the successful bidder on the construction contract for the Project:

- (1) pre-development engineering;
- (2) preliminary engineering;
- (3) capital costs (design and construction);
- (4) engineering oversight (including design reviews, construction management, materials testing, inspection);
- (5) legal, administrative, and other fees and expenses related to this agreement, procurement, and Project development and oversight;
- (6) environmental approvals, if required;
- (7) public notices and involvement activities;
- (8) utility relocations;

- (9) contingencies, including change orders that may occur during the course of the Project and possible contractor claims at the end of the Project; and
- (10) all other costs reasonably projected as necessary to complete the Project, excluding the cost of a party's in-kind services provided through a party's employee.

(C) The Authority Representative and County Representative, as defined below, shall agree on the Budget, provided the County's Representative must obtain Commissioners Court approval if the Budget is to exceed the Estimated Project Cost, no later than five days after the parties have approved the Budget, as evidenced by a written notice of Budget approval signed by the County and Authority Representatives and delivered to the other party, the County shall pay to the Authority an initial payment of \$1,600,000 for use by the Authority to pay Project costs incurred during the early stages of the Project, such as engineering costs. All funds paid to the Authority by the County shall be deposited and held by the Authority in a separate, interest-bearing trust account for the payment of Project costs (the "Trust Account"). Interest earned on any accumulated cash balances in the Trust Account will be deposited monthly into the Trust Account and shall accrue to the benefit of the County. If the parties have not agreed on a Budget by November 27, 2013, either the County or the Authority may terminate this Agreement.

(D) After the Budget is approved, it may be revised by written agreement of the parties, provided the County Representative must obtain Commissioners Court approval if the Budget is to exceed the Estimated Project Cost. If the total cost of the Project is projected to exceed the Estimated Project Cost, the parties may engage in value engineering, down scoping, and/or phasing the improvements in an attempt to control costs. If the projected Project costs exceed funding available from the County from its own funds or from sources other than the Authority, the County may elect to provide the funds required to pay the additional Project costs. If the County fails to provide the funds required to pay excess Project costs, either party may terminate this agreement.

(E) The County may pay all or a portion of the Project costs using funds available from any source, including funds provided to the County by third parties other than the Authority. If the County cannot finance the Project costs on terms acceptable to the County, either party may terminate this agreement.

(F) Subsequent to the initial payment of \$1,600,000, the County will make additional payments to the Authority as needed based on the cash disbursement projection approved in the Budget. Authority may disburse funds from the Trust Account in accordance with the Budget to pay its outside contractors and to pay the contract price for construction of the Project to the bidder selected for the contract, including any change orders approved under this agreement. No later than two days after making any disbursement from the Trust Account, the Authority will provide to the County a copy of the disbursement, together with sufficient information to establish that the disbursement complies with this agreement.

(G) Authority shall not execute a construction contract for the Project or issue a notice to proceed under a construction contract until the County has secured and paid to the Authority all funds required by the Budget to fully fund the construction contract, related oversight and inspection costs, and the contingency fund established in the Budget.

(H) Authority shall keep and maintain records to document and support that each disbursement made by the Authority is for an authorized purpose under this agreement. All of the Authority's disbursements paid from the Trust Account shall be subject to review by the County at County's request and sole expense.

(I) The Authority will notify the County in writing of any proposed change order and shall obtain written approval from the County before approving a change order. The County must provide its approval or disapproval no later than 4:00 p.m. on the second day after the County receives notice of a proposed change order. The County is deemed to have approved a change order, and the Authority is authorized to approve a change order, if the County does not disapprove a change order by the deadline established by this section. To assist with expediting change order approvals the County may assign sole approval authority for certain change orders to the Authority, to be mutually agreed upon prior to start of construction.

2. Project Development.

(A) County will timely acquire and make available to the Authority all right-of-way, licenses, easements of any nature and duration, and rights of possession ("Real Estate Interests") needed to complete the Project, as identified by the Authority upon completion of design work for the 50% design package. The County will provide any required surveying at its expense. County will obtain any additional Real Estate Interests needed for design changes or betterments to the Project requested and funded by the County. If the County cannot acquire the Real Estate Interests on terms acceptable to the County, either party may terminate this agreement. The Authority is authorized to enter or use all Real Estate Interests acquired by the County to complete the Project.

(B) The design, plans, and specifications for the Project shall comply with design and construction, materials testing, and inspection standards established or followed by the County, including but not limited to those for stormwater management, unless otherwise agreed by the parties (the "Standards").

(C) The Authority will manage the design and construction of the Project pursuant to the Standards, including (i) preliminary estimates, (ii) development of the engineering design, plans and specifications for all roadway improvements, (iii) surveying, (iv) construction, and (v) inspection and testing.

(D) When design work for each design package is 30% complete, and again when the design work for each design package is 90% and 100% complete, Authority shall submit the complete design package to the County. County will review and provide comments on the design package to the Authority. The parties will participate in joint monthly coordination and review meetings with representatives from all affected County reviewers to avoid or resolve conflicts in review comments. County agrees to complete its review and notify the Authority of its approval or disapproval of the design package no later than five days after receiving the design package. If County does not provide its approval or disapproval by the deadline, the County is deemed to have approved the design package. If County disapproves the information submitted, it shall at

the same time notify Authority of the reasons for its disapproval and actions necessary for the design package to meet County approval. Authority will have an opportunity to correct or submit additional information to cure any defects or deviations identified by County. Any defects or deviations will be discussed in an over-the-shoulder review meeting and incorporated into the next submittal.

(E) The Authority shall be responsible for producing the documents and analysis required for any required permitting and environmental assessments and clearances associated with the Project. The County shall apply for and obtain any permits and environmental assessments and clearance required for the Project issued by the County; and the Authority shall apply for and obtain any permits and environmental assessments and clearance issued by a federal, state, or local government agency other than the County.

(F) Authority agrees to develop and construct the Project on an expedited timetable in accordance with the Budget using resources and procurement methods available to and as determined by the Authority to be in the best interests of the Project.

(G) The Authority will ensure that the design engineer provides professional liability, automobile liability, and general liability insurance in accordance with the standard requirements of the County. Both the Authority and the County shall be named as an additional insureds with respect to such general liability and automobile liability coverage.

3. Project Bidding & Award of Construction Contract.

(A) The Authority will be responsible for the solicitation of bids for the construction of the Project based on the approved plans and specifications and in accordance with the Authority's bidding policies, laws, practices, and procedures. The Authority will notify the County of the lowest responsive and responsible bidder and the amount of the bid for the Project.

(B) Any construction contract executed by the Authority shall include, without limitation:

- (1) a deadline for substantial completion of the Project that is no later than March, 2015, unless otherwise agreed by the parties;
- (2) assessment of liquidated damages against the contractor for failing to meet that deadline, if the delay is not attributable to the Authority, the County, or a force majeure event;
- (3) provisions that establish the Authority's right to assign the construction contract to County upon the County's acceptance of the Project, together with a conveyance to the County of all contractor warranties, guarantees, and bonds;
- (4) a requirement the construction contractor will be responsible for any defects in workmanship or materials (ordinary wear and tear excepted) following acceptance and a one year warranty and maintenance bond in a form approved by the County; and
- (5) the HUB Program policies and the Minority and Woman-Owned Business goals adopted by the Travis County Commissioners Court.

(C) Authority will prepare all documents required to solicit bids for the construction contract, and will coordinate and collaborate with the County during that process. Prior to advertising the

Authority's solicitation of bids for the construction contract, the Authority shall obtain County approval of the final bid documents. If the County does not provide its approval or disapproval no later than 4:00 p.m. on the fifth day after the County receives the final bid documents, the County is deemed to have approved the contract.

(D) If no acceptable bid is low enough to allow the Project to be completed within the Budget, the County may require that the parties engage in value engineering, downscoping, and/or phasing the improvements in an attempt to reduce costs and then re-bid or make legally allowable adjustments to the bid. If new or adjusted bids are not low enough to allow the Project to be completed within the Budget, then either party may terminate this agreement.

4. Project Management.

(A) The Authority's Director of Engineering (the "Authority Representative") will act on behalf of the Authority with respect to the Project. The Authority Representative will coordinate with the County, receive and transmit information and instructions, and will have complete authority to interpret and define the Authority's policies and decisions with respect to the Project. The Authority will designate a Project Manager and may designate other representatives to transmit instructions and act on behalf of the Authority with respect to the Project.

(B) The County Executive for the Travis County Transportation and Natural Resources Department (the "County Representative") will act on behalf of the County with respect to the Project, coordinate with the Authority, receive and transmit information and instructions, and will have complete authority to interpret, define, and communicate to the Authority the County's policies, recommendations, and decisions with respect to the Project. By written notice delivered under this agreement, the County Representative may designate a County Project Manager and may designate other representatives to transmit instructions and act on behalf of the County with respect to the Project.

(C) A Travis County development permit is required for the Project. The County hereby (a) waives all County review, permit and inspection fees in connection with the Real Estate Improvements, (b) waives the requirement of §64.121(k)(2), Travis County Code, to obtain approval of a CLOMR prior to issuance of the permit.

(D) The County may observe or inspect all work done and materials furnished at reasonable times and places. If the County notifies the Authority that it believes the Project is not being constructed in accordance with applicable requirements or is otherwise materially defective, the parties shall promptly meet to discuss appropriate actions to ensure the construction contractor remedies any defect.

(E) The Authority shall notify the County in writing upon substantial completion of the Project. The County will conduct a final inspection of the Project within ten days after receiving the written notice of substantial completion. Upon the County's acceptance of the Project as substantially complete, the Authority will assign the construction contract to County, together with a conveyance to the County of all contractor warranties, guarantees, and bonds.

(F) No later than 30 days after final acceptance by the County, the Authority shall deliver to the County all plans including as built plans, specifications, and files pertaining to the Project, which materials will be the property of the County.

No later than 30 days after final acceptance by the County, the Authority shall render a final written accounting to the County of any and all costs paid, to be paid, credited, or refunded to or from the Trust Account established under this Agreement, taking into account any amount the County has previously paid as provided herein and subject to adjustment after resolution of any pending claims or contingent liabilities arising from the Project. The County shall have the right to audit the Authority's records at its expense, and shall request any such audit, or any adjustments or corrections, no later than 30 days after its receipt of the accounting. After the Authority has sent any corrected or adjusted final accounting to the County, the County shall pay any amount it owes no later than 30 days after receipt of such final accounting. The Authority shall refund any amounts due the County no later than 20 days after delivery of the adjusted final accounting.

5. Dispute Resolution.

The Authority Representative and the County Representative will appoint, and convene as necessary or appropriate, a Leadership Team to serve in a management role and discuss issues that arise during the design, construction, and operation of the Project, including the resolution of major issues relating to the parties' responsibilities under this agreement. The Leadership Team will consist of two staff members each from the County and the Authority. Engineering consultants may not serve on the Leadership Team. The team will meet as necessary and serve in an advisory role to discuss:

- (1) procurement progress and related schedule impacts;
- (2) the County's participation in design and construction oversight; and
- (3) resolution of major issues relating to the parties' responsibilities under this agreement that may arise during the design, procurement, or construction of the Project.

Reasonable advance notice of the date, time, and place of each meeting of the Leadership Team will be provided to the Precinct Four Travis County Commissioner and to the Executive Director of the Authority, both of whom may attend the meeting in person or through a representative.

5. Default; Remedies; Termination.

(A) 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.

(B) This agreement will terminate on the date when the County has accepted the Project as substantially complete, this agreement and all other contracts, warranties, and bonds for the Project have been assigned to the County, and all Trust Account funds have been disbursed by the Authority in accordance with the terms of this agreement.

6. Liability. To the extent allowed by Texas law, the County and the Authority are responsible for their respective proportionate share of any liability for personal injury or death or property damage arising out of or connected to its negligent acts or omissions in connection with this agreement as determined by a court of competent jurisdiction. Neither party waives, relinquishes, limits or conditions its governmental immunity or any other right to avoid liability which it otherwise might have to a third party. Nothing in this agreement shall be construed as creating any liability in favor of any third party or parties against either County or Authority, nor shall this agreement ever be construed as relieving any third party or parties from any liabilities of such third party or parties to the County or the Authority.

7. Miscellaneous.

(A) 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.

(B) Notice. All notices, demands or other requests, and other communications required or permitted under this agreement or which any party may desire to give, shall be in writing and shall be deemed to have been given on the sooner to occur of (i) receipt by the party to whom the notice is hand-delivered, with a written receipt of notice provided by the receiving party, or (ii) or (ii) receipt of a 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 party has been obtained by the sending party:

AUTHORITY: Wesley M. Burford, Director of Engineering
Central Texas Regional Mobility Authority
3300 N. IH-35, Suite 300
Austin, TX 78705
(512) 966-9784 (facsimile)
Email address: wburford@ctrma.org

WITH COPY TO: Andrew Martin, General Counsel
Central Texas Regional Mobility Authority
3300 N. IH-35, Suite 300
Austin, TX 78705
(512) 225-7788 (facsimile)
Email address: amartin@ctrma.org

COUNTY: Steve Manilla, County Executive
Travis County Transportation and Natural Resources Department
700 Lavaca Street, Suite 700
Austin, TX 78767-1748

(512) 854-4697 (facsimile)
Email address: steven.manilla@co.travis.tx.us

WITH A COPY TO: Tom Nuckols, Land Use Division Director
Travis County Attorney's Office
314 West 11th Street
Room 300
Austin, TX 78701
(512) 854-4808 (facsimile)
Email address: tom.nuckols@co.travis.tx.us

(C) 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 observed by either the County or the Authority. If the last day of any period described in this agreement is a Saturday, Sunday, or such legal holiday, the period is extended to include the next day that is not a Saturday, Sunday, or such legal holiday.

(D) Entire Agreement. This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.

(E) Modification; Waiver. No amendment of this agreement will be effective unless it is in writing and signed by the parties. No waiver of satisfaction of a condition or failure to comply with an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation.

(F) Effective Date. This agreement will become effective when signed by both the County and the Authority. The date of this agreement will be the date this agreement is signed by the last party to sign it, as indicated by the date associated with that party's signature.

(G) Counterparts. If the parties sign this agreement in several counterparts, each will be deemed an original but all counterparts together will constitute one instrument.

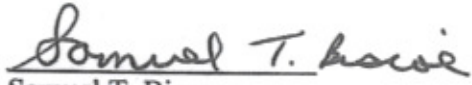
(H) Other Instruments. The parties shall execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this agreement.

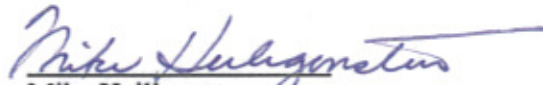
(I) Invalid Provision. Any clause, sentence, provision, paragraph, or article of this agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this agreement, but the effect thereof shall be confined to

the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

TRAVIS COUNTY

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**


Samuel T. Biscoe
County Judge
Date: 11-13-13


Mike Heiligensten
Executive Director
Date: 11-15-13



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #6 SUMMARY

Award a construction contract for the Manor Expressway maintenance yard.

Strategic Plan Relevance: Regional Mobility
Department: Engineering
Associated Costs: \$732,671.18
Funding Source: Construction fund
Board Action Required: Yes

Description of Matter: At the November 20, 2013, Board meeting, the Board authorized staff to procure a contract to construct the Manor Expressway Maintenance Facility and associated site improvements.

The Mobility Authority advertised for bids to construct the project on February 21, 2014. Bids were opened at 2:00 PM on March 19, 2014. The only bid received is now being reviewed by the GEC and legal counsel. The Executive Director recommends an award of the contract to Southwest Corporation. If approved, a notice of award can be issued to Southwest Corporation, and following submittal and review of the contract bond and insurance documents, the contract will be executed and a notice to proceed can be issued.

Reference documentation: Draft Resolution

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

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

RESOLUTION NO. 14-___

**AWARDING A CONSTRUCTION CONTRACT FOR
THE MANOR EXPRESSWAY MAINTENANCE YARD.**

WHEREAS, the Mobility Authority issued an invitation to bid on the construction of the Manor Expressway maintenance yard on February 21, 2014, and one bid was received and opened immediately following the March 19, 2014 submittal deadline established by the invitation to bid; and

WHEREAS, the responsive bid proposal documents were reviewed and evaluated in accordance with the Mobility Authority's procurement policies; and

WHEREAS, after a review and analysis of the proposals by Mobility Authority staff and Atkins HNTB Corporation, as general engineering consultant for the Mobility Authority, the Executive Director recommends awarding construction contract to the lowest and responsive bidder, Southwest Corporation.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors awards the contract for construction of the Manor Expressway maintenance yard to Southwest Corporation for a total amount not to exceed \$732,671.18; and

BE IT FURTHER RESOLVED that the Board authorizes the Executive Director to finalize and execute a contract with Southwest Corporation on terms and conditions acceptable to the Executive Director, consistent with Mobility Authority procurement policies, the invitation to bid, the bid proposal package received from Southwest Corporation, and this resolution.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of March, 2014.

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 14-___
Date Passed 4/26/14



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #7 SUMMARY

Authorize the Executive Director to negotiate, execute, and convey to the City of Austin all drainage easements required to develop the Manor Expressway maintenance yard.

Strategic Plan Relevance: Regional Mobility

Department: Law

Associated Costs: None

Funding Source: Not Applicable

Board Action Required: Yes

Description of Matter: City of Austin review and permitting processes for the Manor Expressway maintenance yard require the Mobility Authority, as developer of the site, to convey drainage easements for two existing drainage paths. Neither drainage easement will interfere with the proposed improvements. The drainage easements convey the limits of the 100 year floodplain for each drainage path, consistent with the City of Austin Land Development Code.

This resolution authorizes the Executive Director to negotiate, execute, and convey the easements as required to obtain development permits from the City of Austin for construction of the Manor Expressway maintenance yard.

Reference documentation: Draft Resolution
Plan Sheet depicting drainage easement locations
Plats & Legal Descriptions.

Contact for further information: Andrew Martin, General Counsel

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

RESOLUTION NO. 14-___

**AWARDING A CONSTRUCTION CONTRACT FOR
THE MANOR EXPRESSWAY MAINTENANCE YARD.**

WHEREAS, the Mobility Authority issued an invitation to bid on the construction of the Manor Expressway maintenance yard on February 21, 2014, and one bid was received and opened immediately following the March 19, 2014 submittal deadline established by the invitation to bid; and

WHEREAS, the responsive bid proposal documents were reviewed and evaluated in accordance with the Mobility Authority's procurement policies; and

WHEREAS, after a review and analysis of the proposals by Mobility Authority staff and Atkins HNTB Corporation, as general engineering consultant for the Mobility Authority, the Executive Director recommends awarding construction contract to the lowest and responsive bidder, Southwest Corporation.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors awards the contract for construction of the Manor Expressway maintenance yard to Southwest Corporation for a total amount not to exceed \$732,671.18; and

BE IT FURTHER RESOLVED that the Board authorizes the Executive Director to finalize and execute a contract with Southwest Corporation on terms and conditions acceptable to the Executive Director, consistent with Mobility Authority procurement policies, the invitation to bid, the bid proposal package received from Southwest Corporation, and this resolution.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of March, 2014.

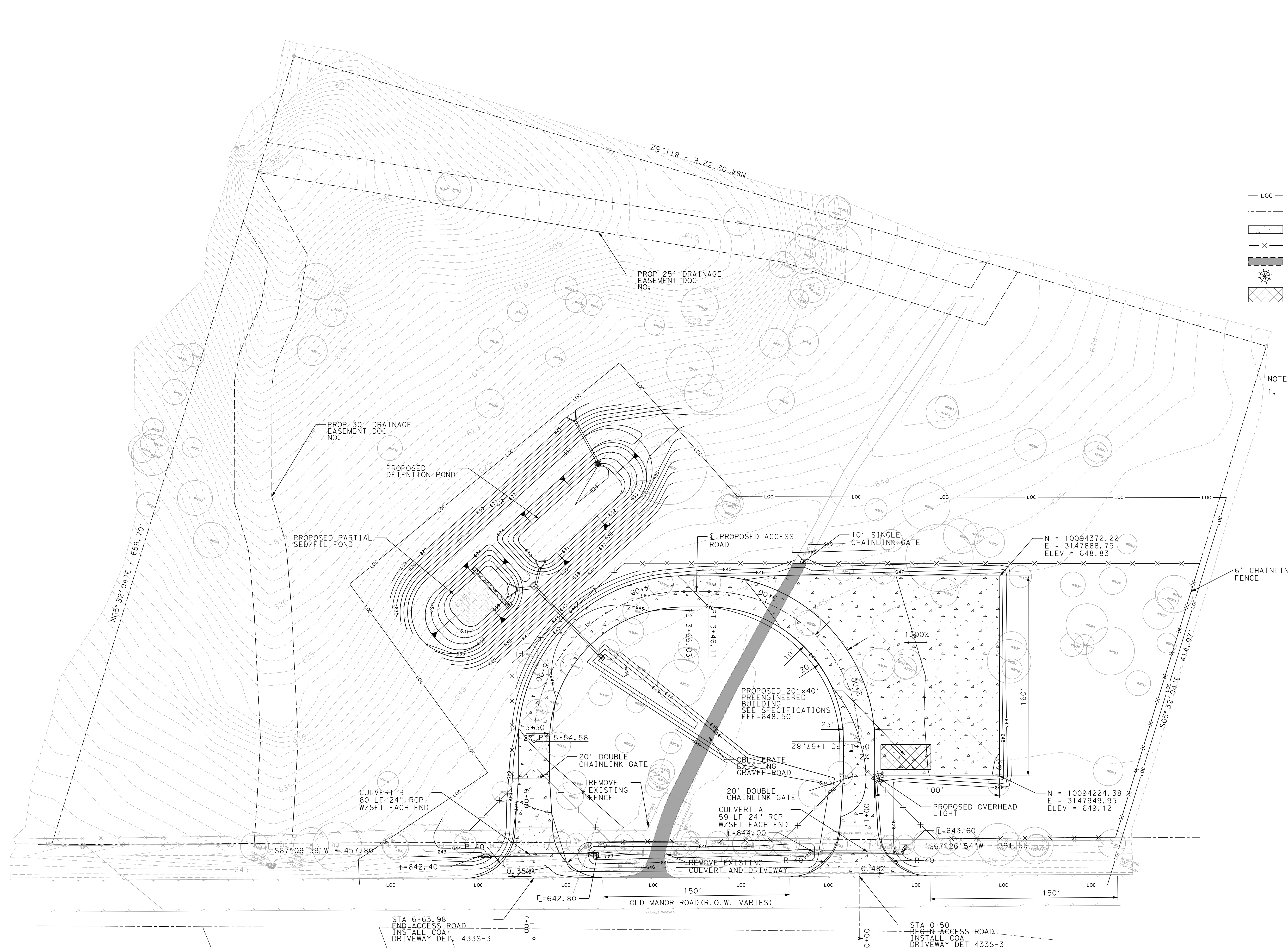
Submitted and reviewed by:

Approved:

Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 14-___
Date Passed 4/26/14

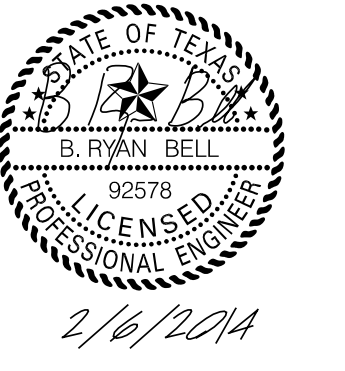
X:\Projects\0207 - 290E CDA Oversight - Manor Espwy\Maintenance Yard\DWG\Sheets\0207_SITPLAN.dgn modified by bell on 2/6/2014 - 9:07:20 AM



- LEGEND**
- LOC — LIMITS OF CONSTRUCTION
 - - - - - PROPERTY LINE
 - ▭ PROPOSED PAVING
 - X — PROPOSED FENCE
 - ▨ REMOVE GRAVEL DRIVEWAY
 - ⊙ PROPOSED OVERHEAD LIGHT
 - ▩ PROPOSED PREFABRICATED BUILDING

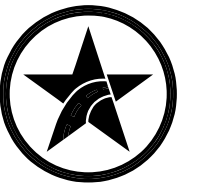
NOTE
1. SEE SHEET 6 FOR ROADWAY ALIGNMENT INFORMATION

REV. NO.	BY	DATE	REVISION DESCRIPTION



K. FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
290E MAINTENANCE YARD
CIVIL SITE PLAN

K. FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
1120 S. CAPITAL OF TEXAS HWY
CITYVIEW 2, SUITE 100
AUSTIN, TEXAS 78746
(FIRM # 6535)



Central Texas Regional
Mobility Authority
© 2013

SCALE	1" = 40' (FULL SIZE)
DATE	2/6/2014
SHEET NUMBER	4 OF 20

DESCRIPTION FOR DRAINAGE EASEMENT

DESCRIPTION OF 0.357 OF ONE ACRE OR 15,561 SQUARE FEET OF LAND OUT OF THE LUCAS MUNOS SURVEY NO. 55, ABSTRACT NO. 513, IN AUSTIN, TRAVIS COUNTY, TEXAS, SAID 0.357 OF ONE ACRE TRACT BEING A PORTION OF THAT TRACT OF LAND DESCRIBED AS 10.000 ACRES IN A DEED TO CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY, OF RECORD IN DOCUMENT NO. 2012172636, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.357 OF ONE ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point at the northeast corner of this tract, same being in the north line of said Central Texas Regional Mobility Authority tract and a south line of that tract described as 49.985 acres in a deed to JB 290, Ltd., of record in Document No. 2012156891, Official Public Records, Travis County, Texas, from which a 1/2" iron rod found with a plastic cap ("McGray McGray") at the northeast corner of said Central Texas Regional Mobility Authority tract, same being an interior ell corner in said JB 290 tract bears N84°02'32"E 207.52 feet; said point of beginning having a Texas State Plane Coordinate (Texas Central Zone, NAD83, US feet, combined scale factor of 1.00011) grid valued of N=10,093,491.84, E=3,147,462.33;

THENCE, with the south line of this tract, crossing said Central Texas Regional Mobility Authority tract, the following four (4) courses, numbered 1 through 4;

1. **S08°50'38"W 50.06 feet** to a calculated point;
2. **S84°48'03"W 169.09 feet** to a calculated point;
3. **S76°47'59"W 149.73 feet** to a calculated point; and
4. **S77°16'52"W 276.25 feet** to a calculated point at the southwest corner of this tract, same being in the west line of said Central Texas Regional Mobility Authority tract and an east line in said JB 290 tract, from which a 1/2" iron rod found with a plastic cap ("McGray McGray") at the southwest corner of said Central Texas Regional Mobility Authority tract and an exterior ell corner in said JB 290 tract bears S05°32'04"E 562.14 feet;

THENCE, with the west line of this tract and said Central Texas Regional Mobility Authority tract and an east line of said JB 290 tract, **N05°32'04"W 25.20 feet** to a calculated corner at the most westerly northeast corner of this tract, from which a 1/2" iron rod found with a plastic cap ("McGray McGray") at the northwest corner of said

0.357 AC.

Central Texas Regional Mobility Authority tract and an interior ell corner in said JB 290 tract bears N05°32'04"W 72.36 feet;

THENCE, with the north line of this tract, 25 feet parallel and north of the south line of this tract, crossing said Central Texas Regional Mobility Authority tract, the following four (4) courses, numbered 1 through 4;

1. N77°16'52"E 273.00 feet to a calculated point;
2. N76°47'59"E 151.37 feet to a calculated point;
3. N84°48'03"E 151.32 feet to a calculated point; and
4. N08°50'38"E 23.93 feet to a calculated point at a northeast corner of this tract, same being in the north line of said Central Texas Regional Mobility Authority tract and a south line of said JB 290 tract;

THENCE, with the north line of this tract and said Central Texas Regional Mobility Authority tract and a south line of said JB 290 tract, N84°02'32"E 25.86 feet to the POINT OF BEGINNING and containing 0.357 of one acre or 15,561 square feet, more or less, within these metes and bounds.

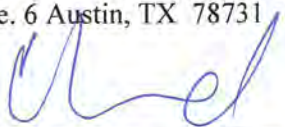
Bearing Basis Note

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83(93) HARN. All distances and coordinates were adjusted to surface using a combined scale factor of 1.00011.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.

3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591



02/05/2014

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

Note: This copy of this description is not valid unless an original signature through an original seal appears on its face. There is a plat to accompany this description.

Year 2014/Descriptions/US 290 (Travis) CTRMA/Maint Yard Drainage Easements/0.357 AC

Issued 02/05/2014

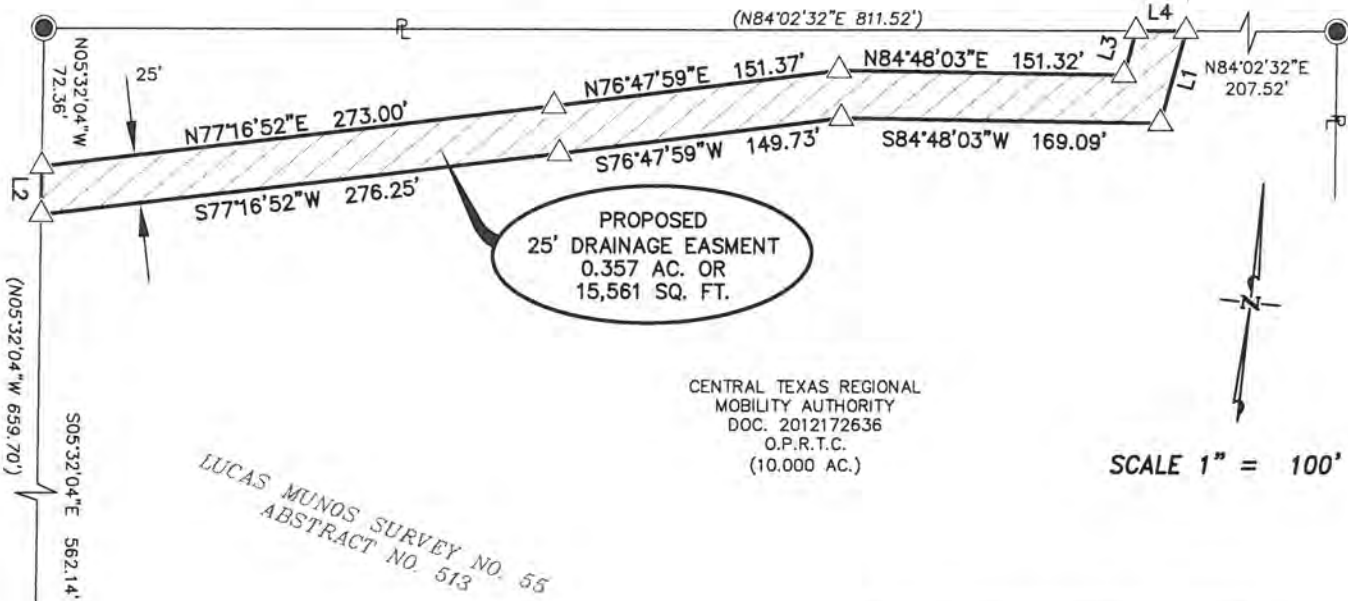
AUSTIN GRID P-27
TCAD# 02-2631-09-16

RE: CITY OF AUSTIN

SKETCH TO ACCOMPANY DESCRIPTION OF
0.357 AC. OR 15,561 SQ. FT. OF LAND OUT OF
LUCAS MUNOS SURVEY NO. 55, ABSTRACT NO. 513,
TRAVIS COUNTY, TEXAS

JB 290, LTD.
DOC. 2012156891, O.P.R.T.C.
(49.985 AC.)

P.O.B.
GRID COORDINATES
N=10,093,491.84
E= 3,147,462.33



PROPOSED
25' DRAINAGE EASEMENT
0.357 AC. OR
15,561 SQ. FT.

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY
DOC. 2012172636
O.P.R.T.C.
(10,000 AC.)

SCALE 1" = 100'

LUCAS MUNOS SURVEY NO. 55
ABSTRACT NO. 513

LINE TABLE		
LINE	BEARING	LENGTH
L1	S08°50'38"W	50.06
L2	N05°32'04"W	25.20
L3	N08°50'38"E	23.93
L4	N84°02'32"E	25.86

OLD STATE HIGHWAY 20
(R.O.W. VARIES)

NO RECORD CONVEYANCE FOUND
DRAWN AS SHOWN ON
CSJ # 0114-02-012

- NOTES:
- 1) BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83. ALL DISTANCES AND COORDINATES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.00011.
 - 2) THIS SURVEY WAS DONE WITHOUT A TITLE REPORT OR EASEMENT SEARCH.

LEGEND

- 1/2" IRON ROD FOUND WITH PLASTIC CAP "MCGRAY MCGRAY"
- △ CALCULATED POINT
- (XXX) RECORD INFORMATION
- P.O.B POINT OF BEGINNING
- ℙ PROPERTY LINE
- O.P.R.T.C. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY



Chris Conrad

02/05/14

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE
Note: This copy of this plat is not valid unless an original signature through an original seal appears on its face. There is a description to accompany this plat. TCAD#: 02-2631-09-16

ISSUED: 02/05/2014
SHEET 3 OF 3

SURVEYED BY:

McGRAY & McGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

DESCRIPTION FOR DRAINAGE EASEMENT

DESCRIPTION OF 0.366 OF ONE ACRE OR 15,959 SQUARE FEET OF LAND OUT OF THE LUCAS MUNOS SURVEY NO. 55, ABSTRACT NO. 513, IN AUSTIN, TRAVIS COUNTY, TEXAS, SAID 0.366 OF ONE ACRE BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 10.000 ACRES IN A DEED TO CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY, OF RECORD IN DOCUMENT NO. 2012172636, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.366 OF ONE ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point at the southwest corner of this tract, same being in the south line of said Central Texas Regional Mobility Authority tract and the north line of Old State Highway 20, from which a 1/2” iron rod found with a plastic cap (“McGray McGray”) at the southwest corner of said Central Texas Regional Mobility Authority tract, and at an exterior ell corner in that tract described as 49.985 acres in a deed to JB 290, Ltd., of record in Document No. 2012156891, Official Public Records, Travis County, Texas same being in the north line of Old State Highway 20 tract bears S67°09’59”W 161.74 feet; said point of beginning having a Texas State Plane Coordinate (Texas Central Zone, NAD83, US feet, combined scale factor of 1.00011) grid value of N=10,093,945.57, E=3,147,420.50;

THENCE, with the west line of this tract, crossing said Central Texas Regional Mobility Authority tract, the following ten (10) courses, numbered 1 through 10;

1. **N18°50’03”W 32.80 feet** to a calculated point;
2. **N19°15’08”W 50.30 feet** to a calculated point;
3. **N25°26’39”W 100.84 feet** to a calculated point;
4. **N27°22’22”W 51.38 feet** to a calculated point;
5. **N39°45’14”W 39.75 feet** to a calculated point;
6. **N22°27’39”W 97.09 feet** to a calculated point;
7. **N12°14’10”W 23.52 feet** to a calculated point;
8. **N01°25’50”E 41.61 feet** to a calculated point;

9. **N13°02'55"W 33.88 feet** to a calculated point; and

10. **N53°11'04"W 38.90 feet** to a calculated point in the west line of said Central Texas Regional Mobility Authority tract, same being in an east line of said JM 290 tract;

THENCE, continuing with the west line of this tract and said Central Texas Regional Mobility Authority tract and an east line of said JM 290 tract, **N05°32'04"W 40.55 feet** to a calculated point at the most northerly corner of this tract, from which a 1/2" iron rod found with a plastic cap ("McGray McGray") at the northwest corner of said Central Texas Regional Mobility Authority tract and an interior ell corner in said JB 290 tract bears **N05°32'04"W 97.56 feet**;

THENCE, with the east line of this tract, 30 feet east of and parallel with the west line of this tract, crossing said Central Texas Regional Mobility Authority tract, the following ten (10) courses, numbered 1 through 10;

1. **S53°38'05"E 76.42 feet** to a calculated point;

2. **S13°02'55"E 49.59 feet** to a calculated point;

3. **S01°25'50"W 41.82 feet** to a calculated point;

4. **S12°14'10"E 17.25 feet** to a calculated point;

5. **S22°27'39"E 89.84 feet** to a calculated point;

6. **S39°45'14"E 38.44 feet** to a calculated point;

7. **S27°22'22"E 55.14 feet** to a calculated point;

8. **S25°26'39"E 102.96 feet** to a calculated point;

9. **S19°15'08"E 52.03 feet** to a calculated point; and

10. **S18°50'03"E 30.81 feet** to a calculated point at the southeast corner of this tract, same being in the south line of said Central Texas Regional Mobility Authority tract and the north line of Old State Highway 20, from which a Texas Department of Transportation Type I concrete monument found in the south line of said Central Texas Regional Mobility Authority tract and the north line of Old State Highway 20 bears **N67°09'59"E 265.99 feet**;

0.366 AC.

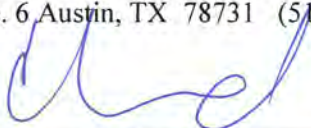
THENCE, with the south line of this tract and said Central Texas Regional Mobility Authority tract and the north line of Old State Highway 20, **S67°09'59"W 30.07 feet** to the POINT OF BEGINNING and containing 0.366 of one acre or 15,595 square feet, more or less, within these metes and bounds.

Bearing Basis Note

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83(93) HARN. All distances and coordinates were adjusted to surface using a combined scale factor of 1.00011.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591



02/05/2014

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

Note: This copy of this description is not valid unless an original signature through an original seal appears on its face. There is a plat to accompany this description.

Year 2014/Descriptions/US 290 (Travis) CTRMA/Maint Yard Drainage Easements/0.366 AC
Issued 02/05/2014

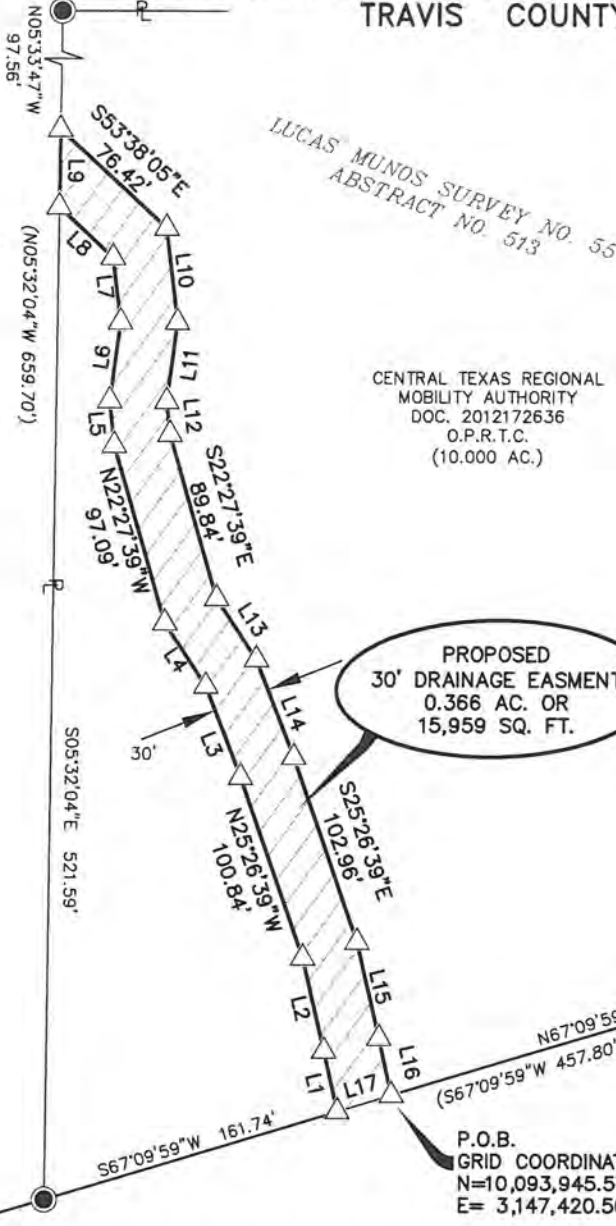
AUSTIN GRID P-27
TCAD# 02-2631-09-16

RE: CITY OF AUSTIN

SKETCH TO ACCOMPANY DESCRIPTION OF
0.366 AC. OR 15,959 SQ. FT. OF LAND OUT OF
LUCAS MUNOS SURVEY NO. 55, ABSTRACT NO. 513,
TRAVIS COUNTY, TEXAS



SCALE 1" = 100'



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY
DOC. 2012172636
O.P.R.T.C.
(10.000 AC.)

JB 290, LTD.
DOC. 2012156891
O.P.R.T.C.
(49.985 AC.)

LINE TABLE		
LINE	BEARING	LENGTH
L1	N18°50'03"W	32.80
L2	N19°15'08"W	50.30
L3	N27°22'22"W	51.38
L4	N39°45'14"W	39.75
L5	N12°14'10"W	23.52
L6	N01°25'50"E	41.61
L7	N13°02'55"W	33.88
L8	N53°11'04"W	38.90
L9	N05°32'04"W	40.55
L10	S13°02'55"E	49.59
L11	S01°25'50"E	41.82
L12	S12°14'10"E	17.25
L13	S39°45'14"E	38.44
L14	S27°22'22"E	55.14
L15	S19°15'08"E	52.03
L16	S18°50'03"E	30.81
L17	S67°09'59"W	30.07

OLD STATE HIGHWAY 20
(R.O.W. VARIES)
NO RECORD CONVEYANCE FOUND
DRAWN AS SHOWN ON
CSJ # 0114-02-012

P.O.B.
GRID COORDINATES
N=10,093,945.57
E= 3,147,420.50

LEGEND

- TXDOT TYPE 1 CONCRETE MONUMENT FOUND
- 1/2" IRON ROD FOUND WITH PLASTIC CAP "MCGRAY MCGRAY"
- △ CALCULATED POINT
- (XXX) RECORD INFORMATION
- P.O.B POINT OF BEGINNING
- ℞ PROPERTY LINE
- O.P.R.T.C. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY

NOTES:

- 1) BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83. ALL DISTANCES AND COORDINATES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.00011.
- 2) THIS SURVEY WAS DONE WITHOUT A TITLE REPORT OR EASEMENT SEARCH.



02/05/14

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE
Note: This copy of this plat is not valid unless an original signature through an original seal appears on its face. There is a description to accompany this plat. TCAD#: 02-2631-09-16

ISSUED: 02/05/2014
SURVEYED BY: SHEET 4 OF 4

McGRAY & McGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

AUSTIN GRID#: P-27

JOB NO.: 14-001



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #8 SUMMARY

Approve a change order with Central Texas Mobility Constructors, LLC, relating to painting for the Manor Expressway.

Strategic Plan Relevance: Regional Mobility

Department: Engineering

Associated Costs: \$2,222,778.82

Funding Source: Construction Fund

Board Action Required: Yes

Description of Matter:

Change Order #6 with Central Texas Mobility Constructors, LLC (“CTMC”) for the Manor Expressway Phase II Project is to compensate CTMC for painting additional surfaces of structural elements on the Manor Expressway Project. This change order also includes an extension of the contractual substantial completion date and extended overhead costs.

Staff has reviewed the aesthetic paint requirements in the contract and recommends that additional structural surfaces should be painted to achieve a standard consistent with other Mobility Authority projects. The increase in painted surface will require an extension of the contract’s substantial completion date of 88 days, resulting in a revised substantial completion date of May 6, 2014. Additionally, this change order includes an extension of overhead costs and project traffic control for the additional 88 days.

Reference documentation: Request for Change Proposal (RCP) #011

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. 14-___

**APPROVING A CHANGE ORDER WITH
CENTRAL TEXAS MOBILITY CONSTRUCTORS, LLC, RELATING TO
PAINTING FOR THE MANOR EXPRESSWAY.**

WHEREAS, by Resolution No. 11-019, dated March 30, 2011, the Board of Directors approved and authorized the Executive Director to execute a design-build comprehensive development agreement with Central Texas Mobility Constructors LLC (“CTMC”) to develop the Manor Expressway Phase II Project (the “Project”), and the design/build comprehensive development agreement contract for construction of the Project was executed and became effective on June 15, 2011; and

WHEREAS, Mobility Authority staff and its general engineering consultant have determined that additional structural surfaces should be painted to achieve a standard consistent with other Mobility Authority projects; and

WHEREAS, the Executive Director has negotiated and recommends approval of the proposed change order for the additional painting and related matters, attached as Exhibit 1, and of the exhibits to that exhibit that are not attached to this resolution but are on file with the Mobility Authority and referenced in Exhibit 1.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the proposed change order with CTMC in the additional amount not to exceed \$2,222,778.82, in the form or substantially the same form attached as Exhibit 1, include all exhibits referenced therein; and

BE IT FURTHER RESOLVED, that the change order with CTMC may be finalized and executed by the Executive Director on behalf of the Mobility Authority in the form or substantially the same form attached as Exhibit 1 and with all exhibits referenced therein.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of March, 2014.

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: 14-___
Date Passed: 3/26/14

EXHIBIT 1

PROPOSED CHANGE ORDER NO. 6 WITH
CENTRAL TEXAS MOBILITY CONSTRUCTORS

[on the following 10 pages, but excluding Exhibits referenced therein]



Central Texas Regional
Mobility Authority

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
CHANGE ORDER NUMBER: 06

Project Name:	<u>Manor Expressway Phase II Project</u>
Contract No:	<u>CDA</u>
CCSJ:	<u>0114-02-053</u>
Highway:	<u>290E</u>
County:	<u>Travis</u>
District:	<u>Austin</u>
FAP Number:	<u>NH1101 (012)</u>

1. CONTRACTOR: Central Texas Mobility Constructors, LLC
2. Change Order Work Limits: Sta. 245+00 to Sta. 1575+00
US 290 US 290
3. Type of Change(on federal-aid non-exempt projects): Major (Major/Minor)
4. Reasons: 3F (In order of importance - Primary first)

5. Describe the work being revised:

Additional aesthetic structures will be painted (i.e. barrier rail, capitals, caps, sign and toll gantry columns).

6. Work to be performed in accordance with Items: Item 427; Revised Standard
7. New or revised plan sheet(s) are attached and numbered: Revised Paint Standards
8. New general notes to the contract are attached: Yes No
9. New Special Provisions to Item No. _____ and Special Specification Item _____ are attached. N.A.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<p><i>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</i></p> <p>THE CONTRACTOR Date <u>3/14/2014</u></p> <p>By <u>[Signature]</u></p> <p>Typed/Printed Name <u>Russ Cook</u></p> <p>Typed/Printed Title <u>Project Manager</u></p>	<p>The following information must be provided</p> <p>Time Ext. #: <u>1</u> Days added on this CO: <u>88</u></p> <p>Amount added by this change order: \$ <u>2,222,778.82</u></p> <p>For TxDOT/CTRMA/FHWA use only:</p> <p>Current Contract Amount \$ <u>209,148,795.45</u></p> <p>Revised Contract Amount To Date \$ <u>211,371,574.27</u></p> <p>Days FHWA non-participating <u>N/A</u></p> <p>CO Portion FHWA non-participating <u>N/A</u></p>
---	--



- RECOMMENDED FOR EXECUTION:
- Engineers Sign:
- (1) [Signature] 3/14/14
GEC Project Controls or Construction Manager Date
- (2) [Signature] 3/14/14
GEC Project Manager Date FOR ARROW AUTRY
- (3) [Signature] 3-15-14
CTRMA, Director of Engineering Date
 APPROVED REQUEST APPROVAL
- (4) [Signature] 3/20/14
CTRMA, General Counsel Date
 APPROVED REQUEST APPROVAL
- (5) _____
CTRMA, Executive Director Date
 APPROVED REQUEST APPROVAL
- (6) _____
FHWA Area Engineer (Verbal Approval) Date
 APPROVED REQUEST APPROVAL
- (7) _____
TxDOT Project Engineer Date
 APPROVED REQUEST APPROVAL
- (8) _____
FHWA Area Engineer Date
 APPROVED REQUEST APPROVAL

CHANGE ORDER REASON(S) CODE CHART


<p>1. Design Error or Omission</p>	<p>1A. Incorrect PS&E 1B. Other</p>
<p>2. Differing Site Conditions (unforeseeable)</p>	<p>2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other</p>
<p>3. CTRMA Convenience</p>	<p>3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the CTRMA 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during design/construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the CTRMA 3M. Other</p>
<p>4. Third Party Accommodation</p>	<p>4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other</p>
<p>5. Contractor Convenience</p>	<p>5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other</p>
<p>6. Untimely ROW/Utilities</p>	<p>6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other</p>

Change Order No. 6 -- Revised Contract Amount to Date Summary

Original Contract: \$ 207,297,859.00

	Amount	Description	Revised Contract Amt to Date:
DRB	\$ 24,346.91	Contractually Allowed DRB Expenditures	\$ 207,322,205.91
C.O. #1	\$ 1,480,445.71	Revised Mainlane and Frontage Road Pavement Sections	\$ 208,802,651.62
C.O. #2	\$ 9,010.88	Force Majeure Event - Discovery of Cistern	\$ 208,811,662.50
C.O. #3	\$ 41,339.71	Broadcast Seeding and Watering at US 183 interchange	\$ 208,853,002.21
C.O. #4	\$ 187,404.28	Mainlane Column Protection in SH 130 median	\$ 209,040,406.49
C.O. #5	\$ 108,388.96	Incorporation of Revised MBGF Standards	\$ 209,148,795.45
C.O. #6	\$ 2,222,778.82	Revision to Aesthetic Paint Scheme	\$ 211,371,574.27
C.O.#7			\$ 211,371,574.27
C.O. #8			\$ 211,371,574.27
C.O. #9			\$ 211,371,574.27
C.O.#10			\$ 211,371,574.27

Summary Prepared by:


 Daniel W. Freeman, PE

3/14/14
 Date

Letter of Transmittal



Date: 03/12/2014
Manor Expressway Project
Transmittal Number: TCT/RMA 1542

To: CTRMA
8200 Cameron Road, Ste. C-150
Austin, TX 78754
Attn: Aaron Autry

From: CTMC
8200 Cameron Road Suite C-150
Austin, TX 78754
512-637-9601

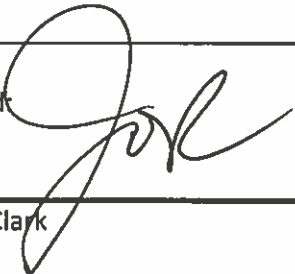
DL #12 (RCP-011)

Description:
Revised Aesthetic Paint Scheme (Revised)

Signed

FOR

Russ Clark





Manor Expressway Phase II Project
Project No.: NH1101 (012)
CSJ: 0114-02-053

FORM OF CHANGE ORDER FORM

CHANGE ORDER PROPOSAL NO. **DL #12 (RCP-011)** CONTRACT NO. NH1101 (012)

SECTION I

Originator: CTRMA

Date:

Title:

Contract No.: NH1101 (012)

Company Name: CTMC

DESCRIPTION:

Revised Aesthetic Paint Scheme (Revised)

SCOPE:

All costs associated with the following activities: Design engineer takeoff and review, local law enforcement support for work activities, painting of aesthetic columns, MSE walls, and aesthetic/mainlane rail as shown on the enclosed plans.

A time impact analysis (TIA) concluded an 88 day impact to the Substantial Completion date. This TIA will extend the contract from February 6th 2014 to May 6th 2014.

CAUSE OF CHANGE ORDER REQUEST:

Requested by the CTRMA. This Directive Letter is outside the scope of the Manor Expressway Phase II Project.



D/B CDA Developer's Project Manager



Date



Manor Expressway Phase II Project
 Project No.: NH1101 (012)
 CSJ: 0114-02-053

CHANGE ORDER REQUEST

CHANGE ORDER PROPOSAL NO. DL #012 (RCP 011) CONTRACT NO. NH1101 (012)

Revised Aesthetic Paint Scheme (Revised)

SECTION II

The total amount of this Change Order is \$ 2,222,778.82 Documentation supporting the Change Order is attached as Exhibits A through D

Payment Schedule Items Added/Deducted:

Item No.	Description of Work	Unit	Qty.	Rate	Amount
1	Revised Aesthetic Paint Scheme (Revised)	SF	925,137.00	\$ 0.46	\$ 425,730.82
2	Extended Overhead	DA	88.00	\$ 20,421.00	\$ 1,797,048.00
					\$ -
					\$ 2,222,778.82

Summary of Change Order Proposal by Categories:

A.	Design-Builder Labor (construction)	
1.	Wages	\$ -
2.	Labor benefits (55%)	\$ -
B.	Design-Builder and Subcontractor Labor (professional services)	
1.	Wages (Raw)	
2.	Labor benefits (145%, which includes overhead and profit)	
3.	Off-duty peace officers and patrol cruisers	
C.	Materials (with taxes, freight and discounts)	
D.	Equipment	\$ -
E.	Subcontracts	\$ 405,457.92
F.	Extended Overhead	\$ 1,797,048.00
G.	Overhead and Profit	
1.	Labor (25%)	\$ -
2.	Materials (15%)	\$ -
3.	Subcontractors (5%)	\$ 20,272.90
4.	Utility Direct Costs (5%)	
H.	Grand Total	\$ 2,222,778.82



CHANGE ORDER REQUEST

CHANGE ORDER PROPOSAL NO. DL #12 (RCP-011) CONTRACT NO. NH1101 (012)

Revised Aesthetic Paint Scheme (Revised)

SECTION III

The status of Interim Milestone Completion is as follows:

- Unaffected by this Change Order Proposal
- Affected by (increasing) (decreasing) the scheduled date for achieving Interim Milestone Completion by _____ calendar days.
- Affected by (increasing) (decreasing) the _____ Float by _____ calendar days.

The status of Substantial Completion is as follows:

- Unaffected by this Change Order Proposal
- Affected by (increasing) (decreasing) the scheduled date for achieving Substantial Completion by 88 calendar days.
- Affected by (increasing) (decreasing) the _____ Float by _____ calendar days.

The status of Final Acceptance is as follows:

- Unaffected by this Change Order Proposal
- Affected by (increasing) (decreasing) the scheduled date for achieving Substantial Completion by 88 calendar days.
- Affected by (increasing) (decreasing) the _____ Float by _____ calendar days.

Accordingly, the summary of the dates of Interim Mileston Completion, Substantial Completion and Final Acceptance and Float are as follows.

1. Interim Completion: Saturday, October 27, 2012
(+ or - 487 days from base of NTP)
2. Substantial Completion: Tuesday, May 06, 2014
(+ or - 1043 days from base of NTP)
3. Final Acceptance: Wednesday, September 03, 2014
(+ or - 1163 days from base of NTP)
4. Number of days of Project Float N/A

Justification for Change Order with reference to Contract Documents:

The above three sections represent a true and complete summary of all aspects of the change.

The Change Order Proposal includes all known and anticipated impacts or amounts, direct, indirect and consequential, which may be incurred as a result of the event, occurrence or matter giving rise to the proposed change.

If the foregoing Change Order Proposal includes claims of Subcontractors, the undersigned have reviewed such claims and have determined in good faith that the claims are justified as to both entitlement and amount.


3/11/2014
 D/B CDA Developer's Project Manager Date



Manor Expressway Phase II Project
Project No.: NH1101 (012)
CSI: 0114-02-053

CHANGE ORDER REQUEST

CHANGE ORDER PROPOSAL NO. **DL #12 (RCP-011)**
Revised Aesthetic Paint Scheme (Revised)

CONTRACT NO. NH1101 (012)

SECTION IV (Reviewed by CTRMA Project Engineer)

CTRMA Project Engineer

Date

Comments:



Manor Expressway Phase II Project
Project No.: NH1101 (012)
CSI: 0114-02-053

CHANGE ORDER REQUEST

CHANGE ORDER PROPOSAL NO. **DL #12 (RCP-011)**
Revised Aesthetic Paint Scheme (Revised)

CONTRACT NO. NH1101 (012)

SECTION V (Reviewed by TxDOT Representative)

TxDOT Representative

Date

Comments:



Manor Expressway Phase II Project
Project No.: NH1101 (012)
CS: 0114-02-053

CHANGE ORDER REQUEST

CHANGE ORDER PROPOSAL NO.
Revised Aesthetic Paint Scheme (Revised)
SECTION VI (Approved by CTRMA)

DL #12 (RCP-011)

CONTRACT NO. NH1101 (012)

CHANGE ORDER ISSUED:

Yes

No

CTRMA Executive Director

Date

Comments:



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #9 SUMMARY

Exercise the option of the Mobility Authority under state law to develop, finance, construct, and operate the Bergstrom Expressway (183 South) Project as a toll project.

Strategic Plan Relevance: Regional Mobility

Department: Law

Associated Costs: None (by this action)

Funding Source: Not applicable.

Board Action Required: Yes

Description of Matter:

State law provides that the Mobility Authority, as a “local tolling entity,” has the first option to develop, finance, construct, and operate any new toll project located in Travis and Williamson Counties. This option is commonly referred to as “primacy.”

The draft resolution exercises the Mobility Authority’s option to develop the Bergstrom Expressway (183 South) Project, and directs the Executive Director to communicate that action to the Texas Department of Transportation.

Reference documentation: Draft Resolution

Contact for further information: Andrew Martin, General Counsel

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

RESOLUTION NO. 14-___

**EXERCISING THE OPTION OF THE MOBILITY AUTHORITY UNDER STATE LAW
TO DEVELOP, FINANCE, CONSTRUCT, AND OPERATE THE BERGSTROM
EXPRESSWAY (183 SOUTH) PROJECT AS A TOLL PROJECT.**

WHEREAS, under Section 373.052, Transportation Code, the Central Texas Regional Mobility Authority (“Mobility Authority”) has the first option to develop, finance, construct, and operate any new toll project located in the territory of the Mobility Authority, including Travis County; and

WHEREAS, development of six tolled lanes on US 183 South from US 290 to SH 71 (the “Bergstrom Expressway Project”) is included in the 2013-2016 Transportation Improvement Program of the Capital Area Metropolitan Planning Organization; and

WHEREAS, the Mobility Authority supports the goal of improving mobility in the Central Texas region through development of the Bergstrom Expressway Project; and

WHEREAS, the Executive Director recommends the Mobility Authority exercise its option under Section 373.052, Transportation Code, to develop, finance, construct, and operate the Bergstrom Expressway Project.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors, as provided by the process and procedures of Chapter 373, Transportation Code, hereby exercises its option as a local toll project entity to develop, finance, construct, and operate the Bergstrom Expressway Project; and

BE IT FURTHER RESOLVED, that the Executive Director is directed to communicate in writing the Mobility Authority’s exercise of this option to the Texas Department of Transportation.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of March, 2014.

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 14-___
Date Passed 03/26/2014



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #10 SUMMARY

Authorize a request for qualification for a design-build contract to develop the Bergstrom Expressway (183 South) project, and designate the Authority's representative for that design-build procurement process.

Strategic Plan Relevance: Regional Mobility
Department: Engineering
Associated Costs: \$575 million (development cost)
Funding Source: TxDOT/CAMPO, Revenue Bonds and TIFIA
Board Action Required: Yes

Description of Matter:

Bergstrom Expressway has been included in CAMPO's long range plan for many years. It is a critical north-south corridor for regional mobility. The project is undergoing preliminary planning and environmental documentation.

Issuing a Request for Qualifications is the first step in the state-mandated procurement process for a design-build contractor. Initiating that process at this time will allow us to streamline the overall schedule. Section 370.403, Transportation Code, also requires designation of an engineer or firm independent of a design-build contractor to act as the Mobility Authority's representative for the procurement process and for the duration of work on the project.

Staff requests Board approval to issue a Request for Qualifications for a design-build contractor to develop the Bergstrom Expressway from US 290 East to SH 71.

Reference documentation: Draft Resolution

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

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

RESOLUTION NO. 14-___

**AUTHORIZING A REQUEST FOR QUALIFICATIONS FOR A DESIGN-BUILD
CONTRACT TO DEVELOP THE BERGSTROM EXPRESSWAY (183 SOUTH)
PROJECT, AND DESIGNATING THE AUTHORITY'S REPRESENTATIVE FOR
THAT DESIGN-BUILD PROCUREMENT PROCESS..**

WHEREAS, by separate resolution enacted on this date, the Board of Directors exercised the Mobility Authority's option to develop the Bergstrom Expressway (183 South) Project as a toll project (the "Project"); and

WHEREAS, Subchapter K, Chapter 370, Transportation Code, authorizes the Mobility Authority to use a design-build method to develop the Project; and

WHEREAS, Subchapter A, Article 7, Chapter 4 of the Mobility Authority Policy Code implements applicable state law and establishes the process the Mobility Authority will use to solicit proposals for a design-build contract to develop the Project; and

WHEREAS, the Board of Directors desires to initiate that process by authorizing the issuance of a request for qualifications (an "RFQ") to develop the Project using the design-build method.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes and directs the Executive Director to issue an RFQ to develop the Project using the design-build method authorized by state law; and

BE IT FURTHER RESOLVED, that the Board of Directors hereby authorizes and directs the Executive Director to take such other actions as may be necessary to implement the design-build method procurement process to develop the Project, consistent with applicable state law and the Mobility Authority Policy Code; to review the RFQ responses received, assess such responses based on the criteria identified in the RFQ, and prepare a recommendation to the Board of Directors regarding a short-list of firms to further participate in the design-build method procurement process; and to receive and respond to a request for detailed proposals issued by the Mobility Authority in accordance with state law and the Policy Code; and

BE IT FURTHER RESOLVED, that pursuant to Section 370.403, Transportation Code, the Board of Directors hereby designates the Director of Engineering for the Mobility Authority to act as the Mobility Authority's representative for the procurement process and for the duration of the work on the Project.

[Signatures on following page]

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of March, 2014.

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: 14-
Date Passed: 3/26/2014



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #11 SUMMARY

Accept the financial statements for February 2014.

Department: Finance

Associated Costs: None

Funding Source: None

Board Action Required: YES

Description of Matter:

Presentation and acceptance of the monthly financial statements for February 2014

Attached documentation for reference:

Draft Resolution

Draft Financial Statements for February 2014

Contact for further information:

Bill Chapman, Chief Financial Officer

Cindy Demers, Controller

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

RESOLUTION NO. 14-___

ACCEPT THE FINANCIAL STATEMENTS FOR FEBRUARY 2014.

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

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

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

WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements necessary for the month of February 2014, and has caused Financial Statements to be prepared and attached to this resolution as Attachments A.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the Financial Statements for February 2014, attached as Attachments A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of March, 2014.

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: 14-___
Date Passed: 3/26/2014

Attachment A

Financial Statements for February 2014

**Central Texas Regional Mobility Authority
Balance Sheet**

As of

February 28, 2014

February 28, 2013

Assets

Current Assets

Cash in Regions Operating Account	4,556,737	420,884	
Cash In TexSTAR	59,798	145,790	
Regions Payroll Account	88,322	10,782	
Restricted cash/cash equivalents			
Fidelity Government MMA	115,478,257	69,082,470	
Restricted Cash-TexStar	8,768,154	33,300,653	
Overpayment accounts	28,487	39,612	
Total Cash and Cash Equivalents	128,979,755	103,000,190	
Accounts Receivable	20,967	39,156	
Due From TTA	229,871	176,271	
Due From NTTA	159,681	54,701	
Due From HCTRA	129,512	99,241	
Due From TxDOT	44,342,915	27,039,974	
Due From Federal Government	0	308,978	
Interest Receivable	196,740	735,475	
Total Receivables	45,079,686	28,453,796	
Short Term Investments			
Short Term Investments	64,047,717	152,570,999	
Other Current Assets			
Prepaid Insurance	53,297	35,898	
Total Current Assets	238,160,455	284,085,728	
Construction Work In Process			
	386,039,484	319,226,004	

Fixed Assets

Computers(net)	90,640	24,199	
Computer Software(net)	407,272	(39,978)	
Furniture and Fixtures(net)	0	10,840	
Equipment(net)	16,769	27,709	
Autos and Trucks(net)	9,773	16,671	
Buildings and Toll Facilities(net)	5,891,814	6,060,760	
Highways and Bridges(net)	321,234,136	275,476,334	
Communication Equipment(net)	637,374	824,228	
Toll Equipment(net)	11,271,331	9,017,031	
Signs(net)	8,667,181	5,975,748	
Land Improvements(net)	6,968,675	3,301,007	
Right of Way	46,642,851	24,800,630	
Leasehold Improvements	174,225	49,803	
Total Fixed Assets	402,012,043	325,544,982	

Long Term Investments

Other Assets

Security Deposits	0	8,644	
Intangible Assets	15,032,417	650	
2005 Bond Insurance Costs	5,337,706		
Total Assets	1,046,582,105	943,580,044	

Liabilities

Current Liabilities

Accounts Payable	557,002	87,016
Overpayments	29,954	40,704
Interest Payable	5,311,370	7,214,995
Due to other Funds	(300,000)	171,248
Deferred Compensation Payable	0	0
TCDRS Payable	45,535	34,016
Medical Reimbursement Payable	0	(50)
Due to other Entities	308,963	10
Total Current Liabilities	7,487,122	7,547,939

Long Term Liabilities

Accrued Vac & Sick Leave Paybl	189,089	189,089
Senior Lien Revenue Bonds 2005	0	170,404,728
Senior Lien Revenue Bonds 2010	106,950,320	103,566,634
Senior Lien Revenue Bonds 2011	307,736,403	307,028,853
Senior Refunding Bonds 2013	185,810,000	0
Sn Lien Rev Bnd Prem/Disc 2010	106,300	144,455
Sn Lien Rev Bnd Prem/Disc 2011	(3,624,371)	(3,773,747)
Sn Lien Rev Bnd Prem/Disc 2013	17,734,801	0
Subordinated Lien Bond 2010	0	45,000,000
Subordinated Lien Bond 2011	70,000,000	70,000,000
Subordinated Refunding Bonds 2013	103,960,000	
Sub Lien Bond 2011 Prem/Disc	(1,919,682)	(2,017,663)
Sub Lien Bond 2013 Prem/Disc	3,958,835	
TIFIA note 2008	0	77,506,077
2011 Regions Draw Down Note	3,049,820	772,378
2013 American Bank Loan	5,300,000	
Total Long Term Liabilities	799,251,515	773,373,815
Total Liabilities	806,738,638	780,921,754

Net Assets Section

Contributed Capital	18,734,897	18,334,846
Net Assets beginning	153,684,260	85,879,931
Current Year Operations	67,424,311	58,443,514
Total Net Assets	221,108,571	144,323,445
Total Liabilities and Net Assets	1,046,582,105	943,580,044

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2014	Actual Year to Date 2/28/2014	Percent of Budget	Actual Prior Year to Date 2/28/2013
Revenue				
Operating Revenue				
Toll Revenue-TxTag-Manor	1,188,228	1,432,426	120.55%	285,746
Toll Revenue-TxTag-183A	29,507,860	15,673,122	53.12%	14,021,772
Toll Revenue-HCTRA-183A	884,163	805,488	91.10%	646,810
Toll Revenue-HCTRA Manor	173,689	205,236	118.16%	37,996
Toll Revenue-NTTA-183A	580,498	620,628	106.91%	419,215
Toll Revenue-NTTA-Manor	77,633	63,056	81.22%	9,561
Video Tolls 183A	4,243,980	3,838,246	90.44%	3,061,241
Video Tolls Manor Expressway	452,664	494,001	109.13%	1,159
Fee revenue 183A	1,661,750	1,509,731	90.85%	1,179,208
Fee revenue Manor Expressway	179,820	346,984	192.96%	707
Total Operating Revenue	38,950,285	24,988,919	64.16%	19,663,413
Other Revenue				
Interest Income	180,000	99,413	55.23%	142,879
Grant Revenue	1,236,000	65,174,632	5273%	64,818,535
Reimbursed Expenditures	-	-	0.00%	34,774
Misc Revenue	92,500	3,187,761	3446%	217,776
Unrealized Loss	-	-	0.00%	42,708
Total Other Revenue	1,508,500	68,461,806	4538%	65,256,672
Total Revenue	\$ 40,458,785	\$ 93,450,726	230.98%	\$ 84,920,086
Expenses				
Salaries and Wages				
Salary Expense-Regular	2,185,005	1,485,389	67.98%	1,230,971
Part Time Salary Expense	12,000	-	0.00%	480
Overtime Salary Expense	3,000	-	0.00%	-
Contractual Employees Expense	5,000	-	0.00%	1,202
TCDRS	317,550	206,606	65.06%	165,616
FICA	102,241	57,709	56.44%	43,382
FICA MED	31,900	21,694	68.01%	17,886
Health Insurance Expense	193,060	122,363	63.38%	123,409

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2014	Actual Year to Date 2/28/2014	Percent of Budget	Actual Prior Year to Date 2/28/2013
Life Insurance Expense	5,874	1,851	31.51%	3,292
Auto Allowance Expense	10,200	5,100	50.00%	-
Other Benefits	190,261	70,347	36.97%	56,596
Unemployment Taxes	12,960	187	1.44%	4,235
Salary Reserve	50,000	-	0.00%	-
Total Salaries and Wages	3,119,051	1,971,246	63.20%	1,647,068
Contractual Services				
<u>Professional Services</u>				
Accounting	12,000	7,759	64.66%	4,481
Auditing	65,000	51,480	79.20%	44,990
General Engineering Consultant	460,000	4,600	1.00%	121,315
GEC-Trust Indenture Support	75,000	44,627	59.50%	-
GEC-Financial Planning Support	50,000	43,376	86.75%	31,640
GEC-Toll Ops Support	5,000	879	17.59%	1,283
GEC-Roadway Ops Support	325,000	143,829	44.26%	104,113
GEC-Technology Support	50,000	96,284	192.57%	12,517
GEC-Public Information Support	10,000	461	4.61%	6,619
GEC-General Support	275,000	152,007	55.28%	126,999
General System Consultant	175,000	36,692	20.97%	6,028
Image Processing - 183A	1,140,000	740,327	64.94%	658,370
Image Processing - Manor	120,000	179,340	149.45%	-
Facility maintenance	-	5,827		6,666
HERO	1,629,000	791,049	48.56%	593,761
Special Projects	-	111,710		-
Human Resources	50,000	5,934	11.87%	11,108
Legal	250,000	94,618	37.85%	153,701
Photography	10,000	1,125	11.25%	-
Traffic and Revenue Consultant	5,000	26,650	532.99%	2,999
Communications and Marketing	-	-	0.00%	92,563
Total Professional Services	4,706,000	2,538,574	53.94%	1,979,151
<u>Other Contractual Services</u>				
IT Services	63,000	25,993	41.26%	25,010
Graphic Design Services	40,000	11,819	29.55%	-

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2014	Actual Year to Date 2/28/2014	Percent of Budget	Actual Prior Year to Date 2/28/2013
Website Maintenance	35,000	17,847	50.99%	2,929
Research Services	50,000	5,033	10.07%	3,149
Copy Machine	10,000	4,818	48.18%	3,633
Software Licenses	17,200	7,387	42.95%	8,467
ETC Maintenance Contract	1,291,625	426,585	33.03%	343,567
ETC Development	125,000	-	0.00%	-
ETC Testing	30,000	-	0.00%	-
Communications and Marketing	140,000	94,254	67.32%	204
Advertising Expense	60,000	51,427	85.71%	56,074
Direct Mail	5,000	-	0.00%	-
Video Production	20,000	5,050	25.25%	20,920
Radio	10,000	-	0.00%	-
Other Public Relations	2,500	-	0.00%	-
Law Enforcement	250,000	198,108	79.24%	95,981
Special assignments	5,000	-	0.00%	-
Traffic Management	-	-	0.00%	42,823
Emergency Maintenance	10,000	-	0.00%	-
Generator Maintenance	20,000	-	0.00%	-
Generator Fuel	9,000	1,573	17.48%	-
Fire and Burglar Alarm	3,660	-	0.00%	114
Elevator Maintenance	2,640	-	0.00%	-
Refuse	780	319	40.87%	-
Pest Control	1,536	640	41.67%	-
Custodial	4,440	860	19.37%	-
Roadway Maintenance - 183A	750,000	301,092	40.15%	98,118
Roadway Maintenance - 290	-	12,979		-
Landscape Maintenance	250,000	65,292	26.12%	89,000
Signal & Illumination Maint	-	25,568		46,743
Mowing and litter control	-	-	0.00%	40,806
Graffiti removal	-	-	0.00%	225
Cell Phones	10,000	7,330	73.30%	5,426
Local Telephone Service	25,000	8,989	35.96%	8,503
Internet	6,000	686	11.44%	-
Fiber Optic System	30,000	48,858	162.86%	20,065
Other Communication Expenses	1,000	492	49.25%	102
Subscriptions	1,850	1,197	64.68%	107
Memberships	34,600	28,793	83.22%	25,604

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2014	Actual Year to Date 2/28/2014	Percent of Budget	Actual Prior Year to Date 2/28/2013
Continuing Education	7,300	596	8.16%	2,845
Professional Development	14,000	501	3.58%	-
Seminars and Conferences	32,000	20,782	64.94%	14,899
Staff-Travel	89,000	49,271	55.36%	51,091
Other Contractual Svcs	200	-	0.00%	-
Tag Collection Fees	2,013,000	1,052,132	52.27%	846,679
Court Enforcement Costs	15,000	-	0.00%	-
Contractual Contingencies	130,500	8,000	6.13%	649
Total Other Contractual Services	5,615,831	2,484,269	44.24%	1,853,730
Total Contractual Services	10,321,831	5,022,842	48.66%	3,832,882
Materials and Supplies				
Books & Publications	6,500	1,395	21.46%	4,369
Office Supplies	10,000	7,483	74.83%	1,500
Computer Supplies	12,500	7,846	62.77%	5,853
Copy Supplies	2,200	187	8.49%	745
Annual Report printing	7,000	1,944	27.77%	5,534
Other Reports-Printing	10,000	13	0.13%	2,901
Direct Mail Printing	5,000	-	0.00%	-
Office Supplies-Printed	2,500	840	33.59%	118
Maintenance Supplies	-	36		-
Maintenance Supplies-Roadway	9,175	-	0.00%	-
Promotional Items	10,000	370	3.70%	4,827
Displays	5,000	-	0.00%	-
ETC spare parts expense	30,000	-	0.00%	-
Tools & Equipment Expense	1,000	43	4.29%	-
Misc Materials & Supplies	3,000	1,122	37.39%	-
Total Materials and Supplies	113,875	21,278	18.69%	25,847
Operating Expenses				
Gasoline	5,500	2,018	36.69%	2,371
Mileage Reimbursement	6,750	3,280	48.59%	3,204
Toll Tag Expense	2,700	171	6.32%	1,556
Parking	3,175	1,897	59.75%	23,471

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2014	Actual Year to Date 2/28/2014	Percent of Budget	Actual Prior Year to Date 2/28/2013
Meeting Facilities	250	-	0.00%	-
CommunityMeeting/ Events	5,000	-	0.00%	-
Meeting Expense	17,300	3,389	19.59%	9,525
Public Notices	2,000	-	0.00%	-
Postage Expense	5,650	411	7.28%	221
Overnight Delivery Services	1,700	239	14.06%	249
Local Delivery Services	1,150	-	0.00%	12
Insurance Expense	90,000	66,195	73.55%	41,686
Repair & Maintenance-General	500	921	184.14%	403
Repair & Maintenance-Vehicles	500	812	162.32%	127
Repair & Maintenance Toll Equip	5,000	170	3.40%	400
Rent Expense	400,000	200,972	50.24%	146,913
Water	7,500	3,943	52.57%	4,717
Electricity	180,000	66,682	37.05%	43,310
Other Licenses	700	470	67.14%	494
Community Initiative Grants	65,000	50,000	76.92%	30,000
<u>Non Cash Operating Expenses</u>				
Amortization Expense	25,000	67,537	270.15%	214,954
Amort Expense - Refund Savings	-	685,240		-
Dep Exp- Furniture & Fixtures	14,000	-	0.00%	1,070
Dep Expense - Equipment	17,000	14,415	84.80%	11,260
Dep Expense - Autos & Trucks	7,000	4,599	65.70%	4,599
Dep Expense-Buildng & Toll Fac	100,000	118,077	118.08%	117,706
Dep Expense-Highways & Bridges	9,000,000	6,004,151	66.71%	4,427,634
Dep Expense-Communic Equip	175,000	130,743	74.71%	127,214
Dep Expense-Toll Equipment	986,000	1,030,984	104.56%	622,694
Dep Expense - Signs	175,000	161,845	92.48%	100,748
Dep Expense-Land Improvemts	160,000	345,194	215.75%	91,366
Depreciation Expense-Computers	11,000	17,141	155.83%	7,450
Total Operating Expenses	11,470,375	8,981,496	78.30%	6,035,353
Financing Expenses				
Arbitrage Rebate Calculation	6,000	6,630	110.50%	5,605
Loan Fee Expense	5,000	-	0.00%	-
Rating Agency Expense	50,000	6,000	12.00%	11,000

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2014	Actual Year to Date 2/28/2014	Percent of Budget	Actual Prior Year to Date 2/28/2013
Trustee Fees	8,000	5,913	73.91%	2,000
Bank Fee Expense	8,000	3,791	47.38%	3,897
Continuing Disclosure	4,000	3,500	87.50%	-
Interest Expense	20,796,755	9,981,596	48.00%	14,589,561
Contingency	15,000	-	0.00%	-
<u>Non Cash Financing Expenses</u>				
Bond issuance expense	400,000	22,123	5.53%	291,327
Total Financing Expenses	21,292,755	10,029,552	47.10%	14,903,390
Other Gains or Losses				
Total Other Gains or Losses	-	-	0.00%	-
Total Expenses	\$ 46,317,887	\$ 26,026,414	56.19%	\$ 26,444,539
Net Income	\$ (5,859,102)	\$ 67,424,311		\$ 58,475,546

INVESTMENTS by FUND

		Balance		
			February 28, 2014	
Renewal & Replacement Fund				TexSTAR 8,827,952.27
TexSTAR	61,319.55			CD's 5,000,000.00
Regions Sweep	600,053.26			Regions Sweep 113,943,824.02
Agencies		661,372.81		Agencies 59,047,716.98
TxDOT Grant Fund				
TexSTAR	82,180.30			
Regions Sweep	3,651,550.91			
CD's	Matured			
Agencies	5,747,542.59	9,481,273.80		\$ 186,819,493.27
Senior Debt Service Reserve Fund				
TexSTAR	589,929.70			
Regions Sweep	14,489,231.60			
Agencies	33,116,606.40	48,195,767.70		
2010 Senior Lien DSF				
Regions Sweep	597,799.62			
TexSTAR	-	597,799.62		
2011 Debt Service Acct				
Regions Sweep	8,332,104.71	8,332,104.71		
2013 Sr Debt Service Acct				
Regions Sweep	1,796,792.89	1,796,792.89		
2013 Sub Debt Serrvice Account				
Regions Sweep	1,060,148.87	1,060,148.87		
2010 Senior Lien DSRF				
Regions Sweep	-	-		
2011 Sub Debt DSRF				
Regions Sweep	2,024,598.12			
CD's	5,000,000.00	7,024,598.12		
2011 Sub DSF				
Regions Sweep	1.73	1.73		
Operating Fund				
TexSTAR	59,798.11			
TexSTAR-Trustee	3,068,670.06			
Regions Sweep	-	3,128,468.17		
Revenue Fund				
TexSTAR	1.00			
Regions Sweep	1,530,416.23	1,530,417.23		
General Fund				
TexSTAR	53.78			
Regions Sweep	10,113,082.42			
Agencies	5,015,621.90	15,128,758.10		
2011 Sr Capitalized Interest Fund				
Regions Sweep	38,570.66			
Agencies	-	38,570.66		
2011 Sub Capitalized Interest Fund				
Regions Sweep	450.98			
Agencies	-	450.98		
2013 Sub Debt Service Reserve Fund				
Regions Sweep	3,227,889.25			
Agencies	5,151,758.59	8,379,647.84		
MoPac Construction Fund				
Regions Sweep	25,539,853.00	25,539,853.00		
2010-1 Sub Lien Projects Fund				
TexSTAR	795,683.46			
Regions Sweep	-	795,683.46		
2010 Senior Lien Construction Fund				
TexSTAR	1.19			
Regions Sweep	125,793.90	125,795.09		
2011 Sub Debt Project fund				
TexSTAR	4,170,195.46			
Agencies				
Regions Sweep	40,813,972.04	44,984,167.50		
2011 Sr Financial Assistance Fund				
Regions Sweep	88.16	88.16		
2011 Senior Lien Project Fund				
TexSTAR	119.66			
Regions Sweep	1,425.67			
Agencies	10,016,187.50	10,017,732.83		
		<u>\$ 186,819,493.27</u>		

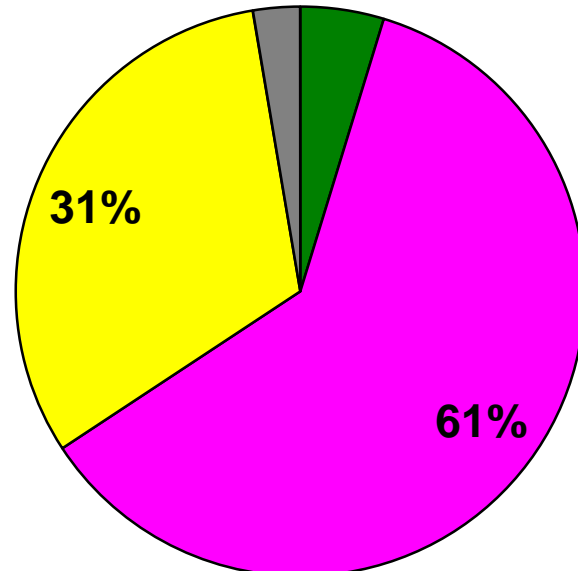
CTRMA INVESTMENT REPORT

	Month Ending 2/28/14					Rate Feb 14	
	Balance 2/1/2014	Additions	Discount Amortization	Accrued Interest	Withdrawals		Balance 2/28/2014
Amount in Trustee TexStar							
2011 Sub Lien Construction Fund	4,170,093.88			101.58		4,170,195.46	0.036%
2011 Senior Lien Construction Fund	119.66					119.66	0.036%
2010 Senior Lien Construction Fund	1.19					1.19	0.036%
2010-1 Sub Lien Projects	795,664.08			19.38		795,683.46	0.036%
General Fund	53.78					53.78	0.036%
Trustee Operating Fund	1,968,607.29	1,100,000.00		62.77		3,068,670.06	0.036%
Renewal and Replacement	61,318.05			1.50		61,319.55	0.036%
TxDOT Grant Fund	82,178.30			2.00		82,180.30	0.036%
Revenue Fund	1.00					1.00	0.036%
Senior Lien Debt Service Reserve Fund	589,915.32			14.38		589,929.70	0.036%
	7,667,952.55	1,100,000.00		201.61	0.00	8,768,154.16	
Amount in TexStar Operating Fund	59,796.68			1.43		59,798.11	0.036%
Regions Sweep Money Market Fund							
Operating Fund	0.00	1,100,000.00			1,100,000.00	0.00	0.100%
2010 Senior Lien Project Acct	125,783.22			10.68		125,793.90	0.100%
2011 Sub Lien Project Acct	41,365,513.55			3,513.23	555,054.74	40,813,972.04	0.100%
2011 Senior Lien Project Acct	0.00			1,425.67		1,425.67	0.100%
2011 Sr Financial Assistance Fund	88.15			0.01		88.16	0.100%
2010 Senior DSF	299,189.28	298,591.67		18.67		597,799.62	0.100%
2011 Senior Lien Debt Service Acct	8,314,006.29	18,010.56		87.86		8,332,104.71	0.100%
2011 Sub Debt Service Fund	0.00			1.73		1.73	0.100%
2013 Senior Lien Debt Service Acct	899,323.57	897,412.50		56.82		1,796,792.89	0.100%
2013 Subordinate Debt Service Acct	530,641.32	529,475.00		32.55		1,060,148.87	0.100%
2011 Sr Cap I Fund	38,542.88			27.78		38,570.66	0.100%
2011 Sub Debt CAP I	444.47			6.51		450.98	0.100%
TxDOT Grant Fund	620,581.73	3,000,000.00		30,969.18		3,651,550.91	0.100%
Renewal and Replacement	600,002.30			50.96		600,053.26	0.100%
Revenue Fund	1,661,740.77	3,484,567.34		116.76	3,616,008.64	1,530,416.23	0.100%
General Fund	9,118,846.99	1,369,668.06		836.35	376,268.98	10,113,082.42	0.100%
2010 Sr Debt Service Reserve Fund	0.00			0.00	0.00	0.00	0.100%
2011 Sub Debt Service Reserve Fund	2,024,426.18			171.94		2,024,598.12	0.100%
Senior Lien Debt Service Reserve Fund	14,453,402.11			35,829.49		14,489,231.60	0.100%
2013 Sub Debt Service Reserve Fund	3,227,501.27			387.98		3,227,889.25	0.100%
MoPac Managed Lane Construction Fund	26,555,320.95			2,276.68	1,017,744.63	25,539,853.00	0.100%
	109,835,355.03	10,697,725.13	0.00	75,820.85	6,665,076.99	113,943,824.02	
Amount in Fed Agencies and Treasuries							
Amortized Principal	59,088,268.28		(40,551.30)			59,047,716.98	
Accrued Interest				25,928.34			
	59,088,268.28	0.00	(40,551.30)		0.00	59,047,716.98	
Certificates of Deposit	8,000,000.00				3,000,000.00	5,000,000.00	
Total in Pools	7,727,749.23	1,100,000.00		203.04	0.00	8,827,952.27	
Total in Money Market	109,835,355.03	10,697,725.13		75,820.85	6,665,076.99	113,943,824.02	
Total in Fed Agencies	59,088,268.28	0.00	(40,551.30)		0.00	59,047,716.98	
Total Invested	184,651,372.54	11,797,725.13	(40,551.30)	76,023.89	9,665,076.99	186,819,493.27	

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

William Chapman, CFO Cindy Demers, Controller

Allocation of Funds 5%



■ Total in Pools

■ Total in Money Market

■ Total in Fed Agencies

■ Total in CD's

Amount of investments As of February 28, 2014

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
Federal Home Loan Bank	313378LX7	4,013,754.20	4,012,034.94	4,014,480.00	0.0267%	1/9/2014	4/30/2015	General
Federal Home Loan Bank	313378M57	1,004,065.22	1,003,586.96	1,004,150.00	0.0028%	1/9/2014	5/29/2015	General
Federal Home Loan Bank	3133XWKV0	10,388,500.00	10,016,187.50	10,006,900.00	0.3791%	3/30/2012	3/14/2014	2011 Sr Project
Freddie Mac	3137EADD8	1,004,940.00	1,002,305.33	1,003,320.00	0.2290%	12/3/2012	4/17/2015	TxDOT Grant Fund
Northside ISD	66702RAG7	1,057,700.00	1,023,080.00	1,026,410.00	0.3580%	12/5/2012	2/15/2015	TxDOT Grant Fund
Federal Home Loan Bank	313371KG0	1,019,000.00	1,017,272.72	1,018,570.00	0.3912%	1/9/2014	10/28/2015	TxDOT Grant Fund
Fannie Mae	3135G0QB2	1,001,990.00	1,001,809.09		0.0381%	1/9/2014	10/22/2015	TxDOT Grant Fund
Fannie Mae	3135G0QB2	1,703,383.00	1,703,075.45	2,708,100.00	0.0381%	1/9/2014	10/22/2015	TxDOT Grant Fund
Fannie Mae	3135G0BY8	8,081,952.00	8,026,558.52	8,030,080.00	0.2150%	2/8/2013	8/28/2014	Senior DSRF
Federal Home Loan Bank	313371W51	12,217,422.00	12,090,592.50	12,092,400.00	0.2646%	2/8/2013	12/12/2014	Senior DSRF
Federal Home Loan Bank	3134G4T57	7,995,920.00	7,996,090.00	8,009,760.00	0.4750%	1/28/2014	1/28/2016	Senior DSRF
Fannie Mae	3135G0VA8	5,003,500.00	5,003,365.38	5,008,400.00	0.0468%	1/23/2014	3/1/3016	Senior DSRF
Federal Home Loan Bank	31398A3T7	5,164,996.34	5,151,758.59	5,157,932.50	0.3660%	1/9/2014	9/21/2015	2013 Sub DSRF
			<u>59,047,716.98</u>	<u>59,080,502.50</u>				

Agency	CUSIP #	COST	Cumulative Amortization	2/28/2014		Interest Income February 28, 2014			
				Book Value	Maturity Value	Accrued Interest	Amortization	Interest Earned	
Federal Home Loan Bank	313378LX7	4,013,754.20	1,719.26	4,012,034.94	4,000,000.00	2,650.00	(859.64)	1,790.36	
Federal Home Loan Bank	313378M57	1,004,065.22	478.26	1,003,586.96	1,000,000.00	570.00	(239.13)	330.87	
Federal Home Loan Bank	3133XWKV0	10,388,500.00	372,312.50	10,016,187.50	10,000,000.00	19,791.67	(16,187.50)	3,604.17	
Freddie Mac	3137EADD8	1,004,940.00	2,634.67	1,002,305.33	1,000,000.00	416.67	(164.67)	252.00	
Northside ISD	66702RAG7	1,057,700.00	34,620.00	1,023,080.00	1,000,000.00	2,500.00	(1,923.33)	576.67	
Federal Home Loan Bank	313371KG0	1,019,000.00	1,727.28	1,017,272.72	1,000,000.00	1,812.50	(863.64)	948.86	
Fannie Mae	3135G0QB2	1,001,990.00	180.91	1,001,809.09	1,000,000.00	625.00	(90.45)	534.55	
Fannie Mae	3135G0QB2	1,703,383.00	307.55	1,703,075.45	1,700,000.00	1,062.50	(153.77)	908.73	
Fannie Mae	3135G0BY8	8,081,952.00	55,393.48	8,026,558.52	8,000,000.00	5,833.33	(4,426.42)	1,406.91	
Federal Home Loan Bank	313371W51	12,217,422.00	126,829.50	12,090,592.50	12,000,000.00	12,500.00	(9,059.25)	3,440.75	
Federal Home Loan Bank	3134G4T57	7,995,920.00	170.00	7,996,090.00	8,000,000.00	3,000.00	170.00	3,170.00	
Fannie Mae	3135G0VA8	5,003,500.00	134.62	5,003,365.38	5,000,000.00	6,250.00	(134.62)	6,115.38	
Federal Home Loan Bank	31398A3T7	5,164,996.34	13,237.75	5,151,758.59	5,026,000.00	16,753.33	(6,618.87)	10,134.46	
			<u>59,657,122.76</u>	<u>609,745.78</u>	<u>59,047,716.98</u>	<u>58,726,000.00</u>	<u>25,928.34</u>	<u>(40,551.29)</u>	<u>6,554.07</u>

February 28, 2014 Certificates of Deposit Outstanding

Bank	CUSIP #	COST	Yield to Maturity	Purchased	Matures	February 28, 2014 Interest	FUND
Compass Bank	CD9932129	Matured	0.35%	8/27/2012	2/27/2014	\$ 863.01	TxDOT Grant Fund
Compass Bank	CD 02636	5,000,000	0.35%	2/5/2013		\$ 1,458.33	2011 Sub DSRF
		<u>5,000,000</u>				<u>\$ 2,321.34</u>	

Travis County Escrow account

Balance 1/1/2014	Additions	Accrued Interest	Withdrawals	Balance 1/31/2014
\$ 1,534,301.33	\$ -	\$ 131.80		\$ 1,534,433.13



Monthly Newsletter - February 2014

Performance

As of February 28, 2014

Current Invested Balance	\$5,890,162,246.46
Weighted Average Maturity (1)	44 Days
Weighted Average Maturity (2)	60 Days
Net Asset Value	1.000066
Total Number of Participants	783
Management Fee on Invested Balance	0.05%*
Interest Distributed	\$371,435.24
Management Fee Collected	\$227,257.01
% of Portfolio Invested Beyond 1 Year	1.36%
Standard & Poor's Current Rating	AAA-

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

February Averages

Average Invested Balance	\$5,924,764,245.15
Average Monthly Yield, on a simple basis	0.0318%
Average Weighted Average Maturity (1)*	49 Days
Average Weighted Average Maturity (2)*	65 Days

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

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

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

New Participants

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

- ★ City of Denison
- ★ Yoakum ISD

Economic Commentary

In February, most risk markets that had experienced losses in January climbed their way back to positive territory as large cap equity indices hit new post-recession highs, and most fixed income spread sectors tightened. Yields on U.S. Treasury securities remained within a tight range to end the month relatively unchanged. The yield of the three-month U.S. Treasury bill increased 3 bps during the month and ended at 0.05%. Markets paid little heed to softer U.S. economic data, waiting to see the extent to which the weakening was the result of poor weather conditions. In her initial testimony to both houses of Congress, Federal Reserve Chair Janet Yellen noted her expectation that the economy would continue to strengthen and set a high bar for any change in policy around the tapering of asset purchases. Meanwhile, Europe's economy continued to strengthen. Final GDP figures for the fourth quarter of 2013 showed further improvement for many economies; even Italy finally exited recession. As month-end approached, investors were watchful of escalating tensions in Ukraine, but at that point, market impact remained largely contained within the region.

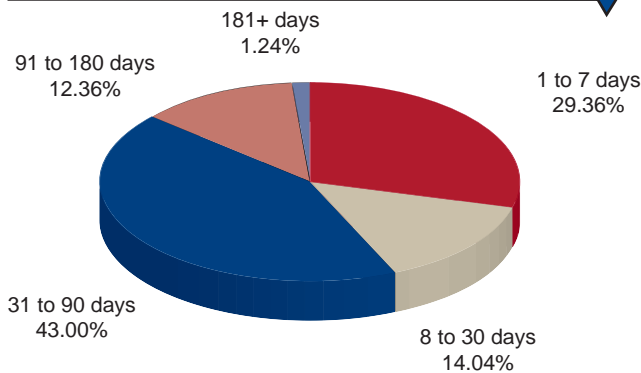
U.S. economic data released during the month continued to weaken relative to expectations. Some of this weakness can be attributed to the severe weather experienced in much of the country. However, part also appears to be a pause from an above-trend second half of 2013. Despite the weather distorting economic activity, the underlying trend in economic growth remains rather unsatisfactory. U.S. growth is forecasted to remain in a mid-2% range for 2014, well below market consensus, but not weak enough to deter the Fed from winding down its asset purchases this year. Housing activity is unlikely to repeat the strong pace of growth experienced during 2013, as new home construction remains low and investment purchases have fallen as home prices have stabilized, lowering return potential. U.S. government spending at the local level should improve while federal spending is expected to be flat or potentially contracting. The pace of job growth should remain below 200,000 per month and only moderately absorb labor market slack and wage and core service inflation should remain well contained. Cross winds in the global economy, primarily an improving Europe offset by a deleveraging China, should keep export growth modest. The disinflationary pressure from weak global growth and a stronger U.S. dollar is expected to keep core goods prices deflating, allowing overall inflation to rise at only a very modest pace. This will provide the Fed with sufficient cause to keep the fed funds rate low well into 2015. Fiscal policy is likely to be ineffective, as partisanship will prevail in the lead up to the mid-term elections in November though moderate, but marginally better, GDP growth and further tapering from the Fed should lead Treasury yields to grind higher through the course of 2014.

This information is an excerpt from an economic report dated February 2014 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

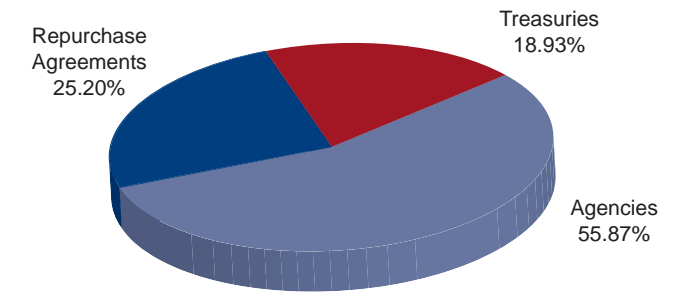
For more information about TexSTAR, please visit our web site at www.texstar.org.

Information at a Glance

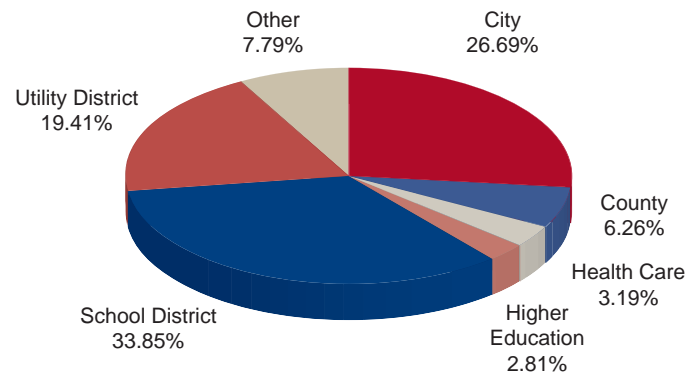
Portfolio by Type of Investment As of February 28, 2014



Distribution of Participants by Type As of February 28, 2014



Portfolio by Maturity As of February 28, 2014



Historical Program Information

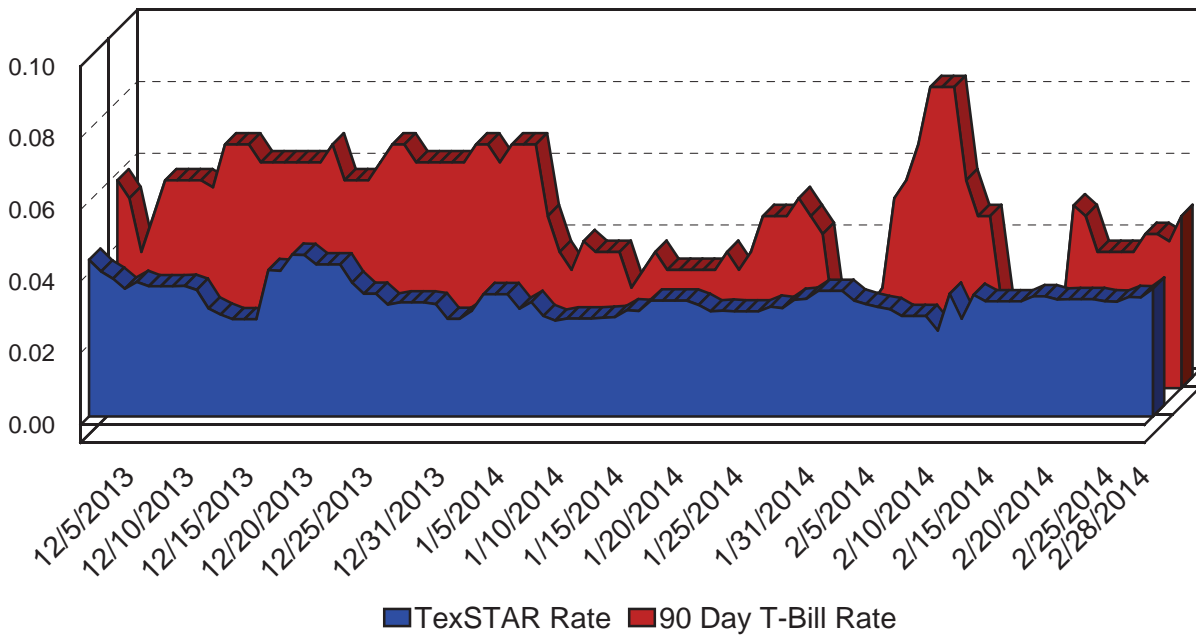
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Feb 14	0.0318%	\$5,890,162,246.46	\$5,890,513,830.50	1.000066	49	65	783
Jan 14	0.0303%	5,518,659,649.58	5,518,895,897.21	1.000048	49	64	781
Dec 13	0.0357%	4,749,571,555.83	4,749,808,699.35	1.000050	52	65	781
Nov 13	0.0405%	4,358,778,907.03	4,358,933,052.64	1.000035	52	63	781
Oct 13	0.0434%	4,549,543,382.92	4,549,816,768.31	1.000060	52	63	781
Sep 13	0.0390%	4,545,216,845.55	4,545,590,808.40	1.000082	52	64	781
Aug 13	0.0474%	4,682,919,318.35	4,683,351,916.02	1.000091	52	59	777
Jul 13	0.0487%	4,833,856,137.70	4,834,318,370.27	1.000095	52	56	776
Jun 13	0.0614%	5,173,585,142.53	5,173,948,421.52	1.000070	54	58	775
May 13	0.0723%	5,474,920,318.32	5,475,469,836.81	1.000100	54	59	773
Apr 13	0.1038%	5,496,240,712.35	5,496,953,468.88	1.000129	51	57	773
Mar 13	0.1125%	5,635,357,483.25	5,636,069,051.83	1.000126	52	60	770

Portfolio Asset Summary as of February 28, 2014

	Book Value	Market Value
Uninvested Balance	\$ 236.06	\$ 236.06
Accrual of Interest Income	3,367,533.02	3,367,533.02
Interest and Management Fees Payable	(434,371.47)	(434,371.47)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	1,483,441,000.00	1,483,441,000.00
Government Securities	4,403,787,848.85	4,404,139,432.89
Total	\$ 5,890,162,246.46	\$ 5,890,513,830.50

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

TexSTAR versus 90-Day Treasury Bill



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

Daily Summary for February 2014

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
2/1/2014	0.0350%	0.000000958	\$5,518,659,649.58	1.000048	50	69
2/2/2014	0.0350%	0.000000958	\$5,518,659,649.58	1.000048	50	69
2/3/2014	0.0323%	0.000000885	\$5,737,504,023.83	1.000042	48	66
2/4/2014	0.0313%	0.000000857	\$5,915,143,091.67	1.000038	47	65
2/5/2014	0.0305%	0.000000835	\$5,942,670,090.05	1.000031	47	65
2/6/2014	0.0299%	0.000000819	\$5,958,157,592.85	1.000033	46	64
2/7/2014	0.0280%	0.000000766	\$6,063,139,986.31	1.000019	43	60
2/8/2014	0.0280%	0.000000766	\$6,063,139,986.31	1.000019	43	60
2/9/2014	0.0280%	0.000000766	\$6,063,139,986.31	1.000019	43	60
2/10/2014	0.0239%	0.000000656	\$6,039,592,764.83	1.000015	48	63
2/11/2014	0.0342%	0.000000936	\$5,926,597,002.08	1.000036	51	66
2/12/2014	0.0272%	0.000000745	\$6,010,534,065.57	1.000048	49	65
2/13/2014	0.0339%	0.000000930	\$5,925,077,094.63	1.000062	56	73
2/14/2014	0.0321%	0.000000879	\$5,955,947,272.81	1.000075	52	69
2/15/2014	0.0321%	0.000000879	\$5,955,947,272.81	1.000075	52	69
2/16/2014	0.0321%	0.000000879	\$5,955,947,272.81	1.000075	52	69
2/17/2014	0.0321%	0.000000879	\$5,955,947,272.81	1.000075	52	69
2/18/2014	0.0335%	0.000000917	\$5,895,185,243.81	1.000076	52	69
2/19/2014	0.0335%	0.000000919	\$5,889,691,494.03	1.000070	51	68
2/20/2014	0.0326%	0.000000894	\$6,014,648,316.94	1.000066	50	66
2/21/2014	0.0327%	0.000000895	\$5,935,060,634.94	1.000067	49	65
2/22/2014	0.0327%	0.000000895	\$5,935,060,634.94	1.000067	49	65
2/23/2014	0.0327%	0.000000895	\$5,935,060,634.94	1.000067	49	65
2/24/2014	0.0321%	0.000000879	\$5,964,629,266.86	1.000066	47	64
2/25/2014	0.0320%	0.000000876	\$5,978,812,342.41	1.000070	47	63
2/26/2014	0.0333%	0.000000912	\$5,958,565,821.59	1.000074	46	62
2/27/2014	0.0332%	0.000000910	\$5,990,718,152.50	1.000071	45	61
2/28/2014	0.0356%	0.000000975	\$5,890,162,246.46	1.000066	44	60
Average	0.0318%	0.000000870	\$5,924,764,245.15		49	65

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



TexSTAR Board Members

<i>William Chapman</i>	<i>Central Texas Regional Mobility Authority</i>	<i>Governing Board President</i>
<i>Nell Lange</i>	<i>City of Frisco</i>	<i>Governing Board Vice President</i>
<i>Kenneth Huewitt</i>	<i>Houston ISD</i>	<i>Governing Board Treasurer</i>
<i>Michael Bartolotta</i>	<i>First Southwest Company</i>	<i>Governing Board Secretary</i>
<i>Joni Freeman</i>	<i>JP Morgan Chase</i>	<i>Governing Board Asst. Sec./Treas.</i>
<i>Eric Cannon</i>	<i>Town of Addison</i>	<i>Advisory Board</i>
<i>Nicole Conley</i>	<i>Austin ISD</i>	<i>Advisory Board</i>
<i>Pamela Moon</i>	<i>City of Lubbock</i>	<i>Advisory Board</i>
<i>Monte Mercer</i>	<i>North Central TX Council of Government</i>	<i>Advisory Board</i>
<i>Oscar Cardenas</i>	<i>Northside ISD</i>	<i>Advisory Board</i>
<i>Stephen Fortenberry</i>	<i>Plano ISD</i>	<i>Advisory Board</i>
<i>Becky Brooks</i>	<i>Government Resource Associates, LLC</i>	<i>Advisory Board</i>

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



J.P.Morgan
Asset Management



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #12 SUMMARY

Update on the Central Corridor High-Capacity Transit Study – Kyle Keahey.

Strategic Plan Relevance: Regional Mobility

Department: Executive

Associated Costs: N/A

Funding Source: N/A

Board Action Required: No

Description of Matter:

Update on the Central Corridor High-Capacity Transit Study – Kyle Keahey

Reference documentation: Kyle Keahey Bio

Contact for further information: Mike Heiligenstein, Executive Director

Kyle Keahey, AICP



Firm:
HNTB Corporation

Education:
MS, Regional and City Planning,
University of Oklahoma, 1983
BA, Environmental Sciences,
University of Denver, 1981

Professional Registration:
American Institute of Certified
Planners (AICP) #004408

Professional Affiliation:
American Planning Association
American Public Transit
Association

Mr. Keahey is a vice president and transit sector market leader for HNTB's Central Division. He has more than 30 years of experience in managing the planning, environmental and preliminary engineering efforts for some of the most challenging transit projects in the country. He is one of the country's most successful transit project managers, having managed 10 significant fixed guideway projects through the project development process, leading to nearly \$6 billion in capital infrastructure investment. His work spans the transit project spectrum, from bus and rail stations to exclusive bus guideway and light rail/commuter rail projects.

He is currently serving as the project lead for the Project Connect: Central Corridor High Capacity Transit Project in Austin, Texas. This project - under the oversight and guidance of the City of Austin, Capital Metropolitan Transportation Authority, and the Lone Star Rail District - is envisioned as an opportunity to develop an urban rail project that will connect Austin's core (Downtown, Capitol Complex, and UT Campus) with nearby residential and business centers.

He has significant agency experience, having served as a key manager for Houston METRO and Dallas Area Rapid Transit during the formative years of Light Rail Transit implementation. He has worked on behalf of various transit agencies with the FTA for more than two decades implementing projects across the country, including the advancement of projects through the FTA New Starts Program. Three of the five projects that FTA recommended to Congress in 2006 for Full Funding Grant Agreements were projects where Kyle served as the project manager and/or EIS task manager. Kyle was the EIS project manager for the DART Northwest Corridor to Irving/DFW project which was awarded the FTA Administrator's Outstanding Achievement Award for Excellence in Environmental Document Preparation in October 2009.

His project experience includes the following projects:

- DART LRT Starter Line (South Oak Cliff, West Oak Cliff, and North Central to Park Lane lines) Preliminary Engineering and Environmental Impact Statement, Dallas, TX - in operation.
- DART North Central Extension from Park Lane to Plano Preliminary Engineering and EIS, Dallas, TX - in operation.
- DART Northeast Corridor to Garland Preliminary Engineering and Local Environmental Assessment, TX - in operation.
- RTD West Corridor LRT Preliminary Engineering and EIS, Denver, CO - scheduled to open in April 2013.
- Weber County to Salt Lake City Commuter Rail Preliminary Engineering and EIS, Salt Lake City, UT - in operation.
- DART Northwest Corridor to Farmers Branch and Carrollton Preliminary Engineering and EIS, Dallas, Texas - in operation.
- UTA Mid-Jordan Light Rail Project Preliminary Engineering and EIS, Salt Lake City, UT - in operation.
- DART Northwest Corridor to Irving and DFW Airport Preliminary Engineering and EIS, Dallas, Texas - in operation.
- Roaring Fork Transportation Authority BRT Project Program Manager, Aspen/Glenwood Springs, CO - under construction and scheduled to open in September 2013.
- San Antonio VIA High Capacity Transit Program Project Manager, including a proposed streetcar project and other transit facility projects - in design.



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #13 SUMMARY

Executive Director's report.

Strategic Plan Relevance: Regional Mobility

Department: Executive

Associated Costs: N/A

Funding Source: N/A

Board Action Required: No

Description of Matter:

A. Project Status Updates

Reference documentation:
Executive Director's report

Contact for further information:
Mike Heiligenstein, Executive Director



CENTRAL TEXAS
Regional Mobility Authority

REPORT TO THE BOARD OF DIRECTORS

MARCH 26, 2014

Mike Heiligenstein – Executive Director

Compelling Conversation: We Can't Pave our Way out of Congestion

Thanks to your leadership, our annual workshop last week led to a very productive day. These workshops are not regular meetings but we've hosted them on a regular basis over the last few years and they've proven to be very helpful to me and to the organization.

It's intended for our board, our staff, and community members who wish to attend, to openly review and discuss our mission and look at how we're delivering on our promise to the community and learn how we can improve or adapt to better achieve our goals.



We discussed our Strategic Plan, with Cindy Demers reviewing the process we follow internally to continually align our activities with our plan. We also reviewed our progress toward each of our projects and the process that funds them, our financials, and to learn about the overall operations of each of our divisions.

For the first time, we hosted a Community Roundtable to serve as an open conversation with community leaders from Williamson, Travis and Hays Counties. This was a terrific session that covered a myriad of subjects, all of which, I believe, reinforced our mission and the work we're doing to enhance mobility in the region.

My top takeaways from the roundtable:

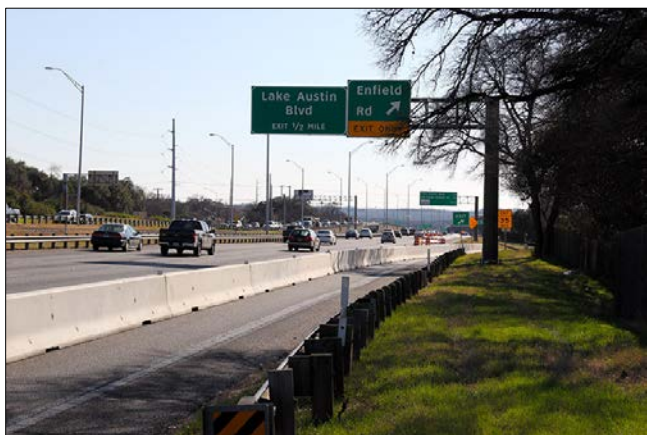
- **There is no silver bullet.** While we need to add more capacity and make travel times more reliable, we can't build our way out of the inevitable congestion to come as a result of our booming population. New transit lines or Expressways alone aren't enough. New behaviors and policies are needed, such as Texas A&M Transportation Institute's analysis that showed telecommuting two days a week will help reduce congestion. **Dr. Lomax** also suggested that technologies that allow commuters to connect with a carpool, or take an alternate route will make a difference too.
- **Martha Smiley** remarked that we need more collaborative conversations like the one we had with a wide variety of people at the table - from young entrepreneurs to the traditional organizations at AARO and RECA.
- **Will Conley** outlined a vision for a more effective CAMPO infrastructure that will set financial forecasts that lead to realistic priorities for a multi-modal transportation system that will go beyond living on a piece of paper for years.
- **Clarke Heidrick** discussed the AARO research project that seeks to identify effective transportation governance structures such as those in Minneapolis or San Diego as possible models for Central Texas.
- **Cynthia Long** envisioned regional collaboration and engaging educators in the region.
- **John Garrett** remarked that the time is right for organizations to come together and breakthrough traditional thinking and barriers.
- **A sense of focused responsibility but shared accountability** was what I heard emerge from the discussion. And I believe, that at the end of the day, this agency and our sister communities and organizations need to shift our focus from reducing congestion to enhancing reliability.
- **Chairman Wilkerson** summed up the day as one of the most engaged and productive meetings our Board has ever had, and plans are in the works for future roundtables throughout the year – so stay tuned.



PROJECT UPDATES

MoPac Improvement Project Construction

- The MoPac Improvement Project is on schedule.
- Final design and the permitting process continue and should be completed this spring.



- CH2M Hill has completed temporary restriping and setting barrier for Segment 2B (US183 to RM2222) and most of Segment 3 (RM2222 to Enfield).
- Restriping and setting of barrier will begin north of US 183 at the end of March
- Work continues on clearing of vegetation, placement of erosion control devices, temporary lighting, rough grading, and removal of guard fence and existing railing.
- Pre-casting of beams and sound walls has been initiated.
- CH2M HILL has been providing a courtesy vehicle (similar to HERO) during peak hours and during construction as well as handling the maintenance of the corridor (graffiti removal, garbage pick-up, mowing, and guardrail repair). They will continue this until final acceptance of the project.
- MoPac Man continues to update the website daily with closure information and has responded to numerous e-mails and

tweets. His 800 AM broadcasts are updated weekly with closure information as well as information about the upcoming express lanes.

MoPac South Environmental Study

- The first multi-agency alternatives workshop was held in March and the attending staff from FHWA and TxDOT made comments on the project's purpose and need, preliminary alternatives, and proposed evaluation criteria. This information will continue to be refined and presented at an upcoming Technical Working Group and then to the public at an Open House this spring.
- Planning for the spring Open House is underway; the event will be scheduled and announced soon.

183 North Mobility Project



- The first Open House was held on February 18 at Anderson High School. Over 35 members of the public attended to learn more about the project as well as review and provide input on the purpose and need and the preliminary alternatives. Over 700 unique page views were

documented on the Virtual Open House for the project.

- Consideration of input from the stakeholder meetings and the Open House is underway in the refinement of the Purpose and Need and alternatives.
- This summer the reasonable alternatives will be presented to the public.

SH 45SW Environmental Study

- On March 18, Travis County Commissioners Court voted 4–1 to partner with Hays County to fund SH 45 SW. Commissioner Ron Davis opposed.
- CAMPO has accepted the request of adding the project to the TIP, and there will be open houses on the TIP amendments this March and early April.
- It is anticipated that a public hearing on the Draft Environmental Impact Statement will be held this summer.

Bergstrom Expressway Project (US 183S)

- The Draft Environmental Assessment is currently under review by Federal Highway Administration, with a Public Hearing scheduled for mid-2014
- Public involvement activities continue as the team finalizes the summary and analysis from the Context Sensitive Solutions (CSS) Open Houses. The resulting preferred option will be presented prior to the Public Hearing.
- Final Design Schematic is currently under review by TxDOT Design Division.
- Continuing early Utility Coordination and ROW Acquisition activities for items with long lead times.
- Finalizing the procurement contract approach, schedule and team for project construction/implementation.

Maha Loop/Elroy Road, Phase I Project

- The 60% plans are complete and were submitted to Travis County March 12.
- The 60% plans will be sent out for industry review at the end of March in an effort to call attention to the upcoming project and reduce the time needed for advertisement.
- A meeting was held with the property owners on March 12 to discuss the need for easements for the sidewalk since it won't fit in the proposed right of way.

- The Environmental Assessment has been approved by Travis County.
- The preliminary pavement design is complete with 4 options for discussion with Travis County.
- The project is still projected to be coming in under the approved budget.
- A May bid letting is anticipated.

Manor Expressway, Phase II Project



As the May 17 Grand Opening date approaches, CTMC activities include:

- Retaining wall construction and coping installation on multiple walls.
- Setting the trusses for the overhead sign bridges.
- Constructing sidewalks and the shared-use-path.
- Installing the median cable barrier and miscellaneous concrete rip-rap.
- Dressing and stabilizing slopes.
- Constructing beds for the landscaped trees.
- Painting aesthetic structures on the corridor.
- Milling and placing the final asphalt course at the SH 130 and US 183 interchanges.
- The Systems Integrator is installing ITS equipment.

Upcoming Meetings

- April 29 – MoPac South Open House at Barton Creek Mall. 3:30-7:00 pm
- April 30 – Board of Director's Meeting, 9 am



CENTRAL TEXAS
Regional Mobility Authority

AGENDA ITEM #14 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, as authorized by §551.072 (Deliberation Regarding Real Property; Closed Meeting) and by §551.071 (Consultation with Attorney).



CENTRAL TEXAS
Regional Mobility Authority

AGENDA ITEM #15 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 #16 SUMMARY

RIGHT OF WAY

Declare a public necessity to acquire the following described parcel of land or interest in real property for the Manor Expressway Project by the use of the power of eminent domain:

Parcel 21(AC) of the Manor Expressway Toll Project, a 464.81 linear foot denial of access line along the southern boundary of a 4.73 acre tract abutting U.S. Highway 290, west of Chimneyhill Drive in Travis County, owned by Salim Haddad, Trustee, and Jimmy Nassour, Trustee.