



**CENTRAL TEXAS  
Regional Mobility Authority**

## Regular Meeting of the Board of Directors

---

**9:00 a.m.**

Wednesday, June 15, 2016

Lowell H. Lebermann, Jr., Board Room  
3300 N. IH-35, Suite 300  
Austin, Texas 78705

---

*A live video stream of this meeting may be viewed on the internet  
at [www.mobilityauthority.com](http://www.mobilityauthority.com)*

## 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.

### ***Consent Agenda***

---

*See **Notes** at the end of this agenda.*

3. Approve Amendment No. 1 to the Consulting Services Agreement with Sigma Information Group, Inc.
4. Approve Amendment No. 1 to the Personal Services Agreement with Neal Spelce for communications support services.
5. Approve an agreement with eBuilder for program management system services.
6. Approve Amendment No. 3 to CP & Y's Work Authorization No. 1 for a time extension for the development of the 183 North Project.

## **Regular Items**

---

*Items to discuss, consider, and take appropriate action.*

7. Approve the minutes for the May 3, 2016, Regular Board Meeting.
8. Accept the financial statements for April 2016.
9. Authorize the advertisement of bid proposals for construction services for the SH 45 Southwest Project.
10. Presentation and discussion on Waiver of Primacy on the SH 45 Southwest Project.
11. Approve agreement with Parsons Brinkerhoff for general engineering consulting services.
12. Discuss and consider approval of Supplement No. 3 to HNTB's Work Authorization No. 16 for the MoPac Improvement Project.
13. Discuss and consider adoption of the proposed 2017 Operating Budget.
14. Presentation on the May 12, 2016 sale of Senior Lien Revenue Refunding Bonds, Series 2016.
15. Authorize the issuance, sale and delivery of the Central Texas Regional Mobility Authority Subordinate Lien Revenue Refunding Bonds, Series 2016, in accordance with specified parameters.
16. Approve Second Amendment to the Transportation Infrastructure Finance and Innovation (TIFIA) Agreement.
17. Discuss and consider appropriate action on the proposed Interlocal Agreement with the Capital Area Metropolitan Planning Organization to fund and participate in the Near Northwest Corridor – Connections Case Study.
18. Presentation and discussion on the proposed Memorandum of Agreement with Capital Metro and Capital Area Metropolitan Planning Organization to implement the Park and Ride Initiative.

## **Briefings and Reports**

---

*Items for briefing and discussion. No action will be taken by the Board.*

19. Monthly update on transportation projects.
  - A. MoPac North.
  - B. 183 South Project (Bolm Rd. /briefing on intersection configuration).

20. Executive Director's Report.
  - A. Pay by Mail Operational Complexities.
  - B. New employee introduction.
  - C. Future budget considerations.

## **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:*

21. 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).
22. Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects, as authorized by §551.071 (Consultation with Attorney).
23. Discuss personnel matters as authorized by §551.074 (Personnel Matters).

## **Reconvene in Open Session.**

---

## **Regular Items**

---

*Items to discuss, consider, and take appropriate action.*

24. 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.

**Consent Agenda.** The Consent Agenda includes routine or recurring items for Board action with a single vote. The Chairman or any Board Member may defer action on a Consent Agenda item for discussion and consideration by the Board with the other Regular Items.

*Mobility Authority Board Meeting Agenda  
Wednesday, June 15, 2016*

**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 Laura Bohl at (512) 996-9778 at least two days before the meeting so that appropriate arrangements can be made.

**Participation by Telephone Conference Call.** One or more members of the Board of Directors may participate in this meeting through a telephone conference call, as authorized by Sec. 370.262, Texas Transportation Code (*see below*). Under that law, each part of the telephone conference call meeting law must be open to the public, shall be audible to the public at the meeting location, and will be tape-recorded. On conclusion of the meeting, the tape recording of the meeting will be made available to the public.

Sec. 370.262. MEETINGS BY TELEPHONE CONFERENCE CALL.

(a) Chapter 551, Government Code, does not prohibit any open or closed meeting of the board, a committee of the board, or the staff, or any combination of the board or staff, from being held by telephone conference call. The board may hold an open or closed meeting by telephone conference call subject to the requirements of Sections 551.125(c)-(f), Government Code, but is not subject to the requirements of Subsection (b) of that section.

(b) A telephone conference call meeting is subject to the notice requirements applicable to other meetings.

(c) Notice of a telephone conference call meeting that by law must be open to the public must specify the location of the meeting. The location must be a conference room of the authority or other facility in a county of the authority that is accessible to the public.

(d) Each part of the telephone conference call meeting that by law must be open to the public shall be audible to the public at the location specified in the notice and shall be tape-recorded or documented by written minutes. On conclusion of the meeting, the tape recording or the written minutes of the meeting shall be made available to the public.

Sec. 551.125. OTHER GOVERNMENTAL BODY. (a) Except as otherwise provided by this subchapter, this chapter does not prohibit a governmental body from holding an open or closed meeting by telephone conference call.

~~(b) A meeting held by telephone conference call may be held only if:~~

~~(1) an emergency or public necessity exists within the meaning of Section 551.045 of this chapter; and~~

~~(2) the convening at one location of a quorum of the governmental body is difficult or impossible; or~~

~~(3) the meeting is held by an advisory board.~~

(c) The telephone conference call meeting is subject to the notice requirements applicable to other meetings.

(d) The notice of the telephone conference call meeting must specify as the location of the meeting the location where meetings of the governmental body are usually held.

(e) Each part of the telephone conference call meeting that is required to be open to the public shall be audible to the public at the location specified in the notice of the meeting as the location of the meeting and shall be tape-recorded. The tape recording shall be made available to the public.

(f) The location designated in the notice as the location of the meeting shall provide two-way communication during the entire telephone conference call meeting and the identification of each party to the telephone conference shall be clearly stated prior to speaking.

**Español.** Si desea recibir asistencia gratuita para traducir esta información, llame al (512) 996-9778.



**CENTRAL TEXAS  
Regional Mobility Authority**

June 15, 2016  
AGENDA ITEM #1

---

Welcome and opening remarks by the  
Chairman and members of the Board of  
Directors.

Welcome, Opening Remarks and Board Member Comments

Board Action Required: No



**CENTRAL TEXAS  
Regional Mobility Authority**

June 15, 2016  
AGENDA ITEM #2

---

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:                      None.



**CENTRAL TEXAS  
Regional Mobility Authority**

June 15, 2016  
AGENDA ITEM #3

---

Approve Amendment No. 1 to the Consulting Services Agreement with Sigma Information Group, Inc.

Strategic Plan Relevance: Regional Mobility  
Department: Operations  
Contact: Tim Reilly, Director of Operations  
Associated Costs: Not to Exceed \$200,000  
Funding Source: General Fund  
Action Requested: Consider and act on draft resolution

Summary:

This Item is to request an extension of both time and compensation to the Consulting Services Agreement with Sigma Information Group, Inc. for a period of one year.

As part of the Scope of work under the current Consulting Services Agreement, Sigma Information Group, Inc. is performing a significant upgrade to the Mobility Authority's Information Technology systems including e-mail and file server upgrades; storage area network (storage capacity) and wireless network infrastructure (approximate value of \$70,000).

In addition to the current systems upgrade initiative, the Mobility Authority is anticipating a major re-design of the existing Mobility Authority website to assist in our branding effort; produce a site that is more efficient, transparent and easier to navigate and promote new technologies and transportation options (approximate value of \$130,000) .

Since the current Agreement with Sigma Information Group, Inc. is scheduled to expire on June 30, 2016, we are requesting approval to combine the two information technology initiatives described above and extend the current Agreement for a period of one year to allow time for completion by June 30, 2017 at which time we would re-procure IT services, consistent with the future needs of the Mobility Authority.

Backup provided: Draft resolution  
Draft amendment  
Copy of original contract

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

**RESOLUTION NO. 16-0XX**

**AMENDMENT NO. 1 TO THE CONSULTING SERVICES AGREEMENT  
WITH SIGMA INFORMATION GROUP, INC.**

WHEREAS, by Resolution No. 12-034, the Board awarded a contract to Sigma Information Group, Inc. for technology consulting services which is scheduled to expire on June 30, 2016; and

WHEREAS, Sigma Information Group is currently performing a significant upgrade to the Mobility Authority's information technology systems which will not be completed prior to June 30, 2016 ; and

WHEREAS, the Mobility Authority is planning a major re-design of the existing Mobility Authority website; and

WHEREAS, the Executive Director and Sigma Information Group have agreed to an amendment to the July 1, 2012 contract, increasing the compensation to an amount not to exceed \$200,000 and extending the term of the contract to June 30, 2017.

NOW THEREFORE, BE IT RESOLVED that the proposed amendment is approved and the Executive Director is hereby authorized to finalize and execute an amendment on behalf of the Mobility Authority in substantially the form attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 15<sup>th</sup> day of June 2016.

Submitted and reviewed by:

Approved:

---

Geoffrey S. Petrov, General Counsel

---

Ray A. Wilkerson  
Chairman, Board of Directors



**Exhibit A**

**AMENDMENT NO. 1**  
**TO THE CONSULTING SERVICES AGREEMENT**  
**BETWEEN**  
**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**  
**AND**  
**SIGMA INFORMATION GROUP, INC.**

This Amendment to the Consulting Services Agreement between Central Texas Regional Mobility Authority (“CTRMA”) and Sigma Information Group, Inc. (the “Contractor”) is made effective as of the 1<sup>st</sup> day of July, 2016, and is for the purpose of amending the term and compensation set forth in the Consulting Services Agreement between CTRMA and Contractor, effective on July 1, 2012 (the “Contract”).

Pursuant to action of the CTRMA Board of Directors, reflected in Resolution No. \_\_\_\_\_, dated June 15, 2016, the Contract is amended as described below:

1. On page 1 in the paragraph titled “Effective Date and Term,” the date “June 30, 2014” is replaced with “June 30, 2017.”
2. On page 1 in the paragraph titled “Consultant Compensation,” the phrase “not to exceed Fifty Thousand Dollars (\$50,000.00)” is replaced with “not to exceed Two Hundred Thousand Dollars (\$200,000.00).”
3. In paragraph 4.3 titled “Maximum Compensation,” the phrase “may not exceed \$50,000.00” is replaced with “may not exceed \$200,000.00.”
4. The text of paragraph 3.2 is deleted in its entirety and replaced with the phrase “Not Used.”

By their signatures below, the parties of the Contract evidence their agreement to the amendment set forth above.

CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY

SIGMA INFORMATION GROUP, INC.

---

Mike Heiligenstein  
Executive Director

---

Paul Norwood  
President

## CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (the "Agreement") is by and between the Central Texas Regional Mobility Authority ("Mobility Authority") and Sigma Information Group, Inc., a Texas corporation ("Consultant").

### EFFECTIVE DATE AND TERM

The Effective Date of this Agreement is July 1, 2012. This Agreement terminates on June 30, 2014 (the "Termination Date") unless a different Termination Date is established under Article Three of the Terms and Conditions.

### TERMS AND CONDITIONS

The detailed Terms and Conditions of this Agreement are set forth on the following eight pages of this nine page Agreement.

### SERVICES PROVIDED BY CONSULTANT

Consultant agrees to provide the Mobility Authority with consulting services set out in the Scope of Services in Section 2.2 of the Terms and Conditions and generally relating to managing and supporting the Mobility Authority's information technology, including its computer hardware and software, strategic planning and project implementation for technology infrastructure, user-level training and help-desk support, and technical support for information technology.

### CONSULTANT COMPENSATION

The Mobility Authority agrees to pay Consultant for work performed under the Scope of Services as provided in Article Four of the Terms and Conditions. The total payment to Consultant under this Agreement during any Mobility Authority fiscal year (from July 1 through June 30) shall not exceed Fifty Thousand Dollars (\$50,000.00).

IN WITNESS WHEREOF, the Mobility Authority and Consultant have each caused this Agreement to be signed and delivered as of the Effective Date.

**SIGMA INFORMATION GROUP, INC.**

By: 

Name: Paul Norwood

Title: President

**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

By: 

Name: Mike Heiligenstein

Title: Executive Director

**CONSULTING SERVICES AGREEMENT  
TERMS AND CONDITIONS**

**RECITALS**

A. The Mobility Authority is a political subdivision of the State of Texas created pursuant to the request of Travis and Williamson Counties, and is statutorily authorized to pursue the development of transportation projects within such counties.

B. Consultant is a Texas corporation that employs staff with experience in managing and supporting information technology, including computer hardware and software installation, strategic planning and project implementation for technology infrastructure, user-level training and help-desk support, and technical support for information technology.

C. The Mobility Authority desires to engage Consultant to provide the services to the Mobility Authority set forth in this Agreement. The Mobility Authority and Consultant enter into this Agreement to memorialize the terms and conditions upon which Consultant will provide such services.

**ARTICLE ONE: DEFINITIONS AND TERMS**

1.1 Definitions. For Purposes of this Agreement, the following terms are defined as set forth in this Section 1.1:

Agreement means this Consulting Services Agreement, as it may be renewed, extended, restated, amended, or supplemented from time to time.

Business Day means every day on which commercial banks in the State of Texas are open for business.

Cause means (a) Consultant's default of its duties under this Agreement, (b) Consultant's dishonesty, misconduct, or violation of any law, rule, or regulation, (c) Consultant's action (or omission), alone or working with a competitor, vendor, contractor, consultant, supplier, or other party, that materially disadvantages the Mobility Authority, or (d) Consultant's action (or omission) that the Mobility Authority considers to reflect unfavorably upon the Mobility Authority's public image.

Person means any individual, corporation, partnership, joint venture, limited liability company, government or agency of government, or other recognized legal entity.

Rights means legal and equitable rights, remedies, powers, privileges, and benefits.

Services means the services to be provided by Consultant to the Mobility Authority as detailed in Section 2.2 of this Agreement.

Taxes means all charges of any nature whatsoever imposed by any applicable federal, state, or local law.

**CONSULTING SERVICES AGREEMENT  
TERMS AND CONDITIONS**

1.2 Number and Gender of Words Whenever in this Agreement the singular number is used, the same shall include the plural where appropriate and *vice versa*, and words of any gender shall include each other gender where appropriate.

**ARTICLE TWO: CREATION AND NATURE OF RELATIONSHIP**

2.1 Engagement. Upon the terms and subject to the conditions contained in this Agreement, the Mobility Authority engages Consultant, effective as of the Effective Date, to provide the Services described below to the Mobility Authority, and Consultant accepts such engagement and agrees to provide the Services upon the terms and subject to the conditions established by this Agreement.

2.2 The Services. From time to time as requested by the Mobility Authority through its Executive Director or his designee, Consultant will provide the following Services, which may include:

- a. provide technical advice and support in procurement, installation, maintenance, operation, updating, and upgrading of computer hardware used to fulfill the Mobility Authority's mission and operations, including but not limited to: network servers, wireless and hard wired routers, switches, cables, desktop computers, laptops, netbooks, iPads, smart phones linked to the Mobility Authority's network (whether owned by the Mobility Authority or by Mobility Authority officials, employees, or consultants), printers, monitors, and related infrastructure and equipment;
- b. provide technical advice and support in procurement, installation maintenance, operation, updating, and upgrading of computer software and related services that support the computer hardware used to fulfill the Mobility Authority's mission and operations;
- c. monitor the ongoing functionality of the Mobility Authority's computer systems and network, rapidly identify failures or needed improvements, and make timely repairs to retain the continuing functionality of the system;
- d. provide technical advice and support necessary to secure the Mobility Authority's network, to prevent unauthorized access, and protect against computer viruses, phishing scams, spam email and other illicit or malicious activities;
- e. provide for and support backup and protection of data contained on the Mobility Authority's servers and various hardware devices;
- f. work with other Mobility Authority vendors to facilitate the procurement, installation, maintenance, operation, and upgrade of external systems that interface with the Mobility Authority's hardware devices and software; and
- g. undertake such other tasks related to these Services as may be requested in writing by the Mobility Authority, in accordance with this Agreement.

**CONSULTING SERVICES AGREEMENT  
TERMS AND CONDITIONS**

2.3 Consultant shall invoice the Mobility Authority on a monthly basis, and shall include in its invoice a detailed description of Services performed in the prior month including the number of hours of Services performed.

2.4 Consultant as Independent Contractor. Notwithstanding any collaboration between the Mobility Authority and Consultant or any other circumstances, Consultant shall be an independent contractor of the Mobility Authority. Consultant acknowledges and agrees that neither it nor any of its employees or subconsultants, if any, shall be considered an employee of the Mobility Authority for any purpose. Consultant shall have no authority to enter into any contract on behalf of or binding upon the Mobility Authority, or otherwise to create any obligation on behalf of the Mobility Authority. As an independent contractor, neither the Consultant nor its employees shall be entitled to any insurance, pension, or other benefits customarily provided to employees of the Mobility Authority. Under no circumstances shall Consultant, or its employees or subconsultants, represent to any other party that Consultant is employed by the Mobility Authority or serves the Mobility Authority in any capacity other than as an independent contractor. Consultant shall clearly inform any vender, supplier, or other relevant party that Consultant has no authority to bind the Mobility Authority. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationship of employer-employee or principal-agent, or to otherwise create any liability for the Mobility Authority whatsoever with respect to the liabilities, obligations, or acts of Consultant, its employees, subconsultants, or any other person.

2.5 Non-Exclusivity. Nothing contained in this Agreement is intended to or shall be deemed to limit the Mobility Authority's ability to engage other Persons to provide or perform services the same as or similar to the Services; and nothing contained in this Agreement is intended to or shall be deemed to limit Consultant's ability to accept engagements for the rendition of services from other Persons; provided however that during the term of this engagement Consultant shall not accept new or additional engagements from Persons providing services or seeking to secure business from the Mobility Authority without the prior written consent of the Mobility Authority, which consent shall not be unreasonably withheld.

**ARTICLE THREE: TERM AND TERMINATION**

3.1 Term. Notwithstanding the date on which it is executed by the Mobility Authority and Consultant, this Agreement is effective on and as of the Effective Date. It shall remain in effect until the Termination Date, unless a different Termination Date is established under this Article.

3.2 Extension of Term. Unless an earlier Termination Date is established under Section 3.3, the Termination Date is automatically extended to:

- a. June 30, 2015, unless one party provides written notice to the other party no later than March 30, 2014, of its election to terminate the Agreement on June 30, 2014; and

**CONSULTING SERVICES AGREEMENT  
TERMS AND CONDITIONS**

b. June 30, 2016, unless one party provides written notice to the other party no later than March 30, 2015, of its election to terminate the Agreement on June 30, 2015.

3.3 Termination of this Agreement. This Agreement may be terminated as follows:

a. Termination by Mutual Consent. The Mobility Authority and Consultant may terminate this Agreement at any time by written mutual consent executed by an authorized representative of the Mobility Authority and Consultant.

b. Termination by the Mobility Authority Without Cause. The Mobility Authority may terminate this Agreement at any time by giving written notice of termination to Consultant not less than sixty (60) days prior to the date of termination.

c. Termination by the Mobility Authority With Cause. The Mobility Authority may terminate this Agreement at any time for Cause by giving written notice of termination to Consultant not less than five (5) days prior to the date of termination.

d. Termination by Consultant. Consultant may terminate this Agreement at any time by giving written notice of termination to the Mobility Authority not less than sixty (60) days prior to the date of termination.

3.4 Final Payment. No later than 30 Business Days after the Termination Date, the Mobility Authority will pay Consultant (i) all then earned and unpaid fees for Services due to Consultant under this Agreement, and (ii) all then unreimbursed authorized expenses due to Consultant under this Agreement.

**ARTICLE FOUR: COMPENSATION AND EXPENSES**

4.1 Compensation for Services. The Mobility Authority shall pay Consultant a fee for providing Services based on hourly rates for the following positions and employees as follows:

Agency Principal (Paul Norwood)	\$150.00
Network/System Administration (Drew Bradford)	\$120.00
Computer Administration/Help Desk (Jeremy Lowery)	\$105.00
Clerical Assistant (Ellen Hebert)	\$ 50.00

Consultant may add or substitute an employee with at least equivalent expertise to provide a Service required in a specific position identified above with the prior consent of the Mobility Authority, which consent shall not be unreasonably withheld.

4.2 Additional Services. Subject to Section 4.3, additional information technology consulting services may be added to this Agreement by written agreement of the parties and will be billed to the Mobility Authority by Consultant at the hourly rate established by that agreement for each hour actually worked by Consultant to provide the agreed services, or as otherwise agreed by the parties.

**CONSULTING SERVICES AGREEMENT  
TERMS AND CONDITIONS**

4.3 Maximum Compensation. Notwithstanding any other provision of this Agreement, the total amount of compensation and expenses that may be billed to the Mobility Authority by Consultant or paid by the Mobility Authority under this Agreement during a Mobility Authority fiscal year (July 1 through June 30) may not exceed \$50,000.00. Payments made by the Mobility Authority under this Agreement shall be only from revenues currently available and appropriated to the Mobility Authority.

4.4 Expenses. Unless otherwise agreed to in advance and in writing, Consultant shall be responsible for all out-of-pocket expenses incurred by Consultant in connection with the provision of Services under this Agreement.

**ARTICLE FIVE: CERTAIN COVENANTS**

5.1 Inventions or Discoveries. Consultant acknowledges that during the Term, Consultant may, either individually or jointly with others, discover, conceive, make, perfect, or develop inventions, discoveries, improvements, ideas, computer programs, know-how, and/or data that result directly or indirectly from the provision of the Services ("Inventions"). Consultant agrees to disclose and assign to the Mobility Authority any and all such Inventions and shall promptly execute and deliver all documents necessary to vest such Rights in the Mobility Authority.

5.2 Ownership of Data; Confidentiality. Consultant agrees to treat as confidential all data and all draft or preliminary deliverables, reports and findings and will not disclose any such confidential information to a third party without the advance written approval of the Mobility Authority. Consultant agrees to disclose and assign to the Mobility Authority any and all Rights to data and final work product delivered to the Mobility Authority and shall promptly execute and deliver all documents necessary to vest such Rights in the Mobility Authority.

**ARTICLE SIX: MISCELLANEOUS**

6.1 Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and do not limit, amplify, or modify the terms of this Agreement.

6.2 Communications. Unless specifically otherwise provided, whenever this Agreement requires or permits any consent, approval, notice, request, or demand from one party to another, such communication must be in writing (which may be by facsimile transmission) to be effective and shall be deemed to have been given on the day actually delivered or, if mailed, on the third Business Day after it is enclosed in an envelope, addressed to the party to be notified at the address stated below, properly stamped, sealed, and deposited in the appropriate official postal service.

Until changed by notice pursuant hereto, the address and facsimile number for each party is as follows:



**CONSULTING SERVICES AGREEMENT  
TERMS AND CONDITIONS**

If to the Mobility Authority: Central Texas Regional Mobility Authority  
301 Congress Avenue, Suite 650  
Austin, Texas 78701  
Attn: Mike Heiligenstein, Executive Director  
Fax: (512) 996-9778

If to Consultant: Sigma information Group, Inc.  
Shepherd Mountain Plaza  
6034 West Courtyard Drive, Suite 350  
Austin, TX 78730  
Attn: Paul Norwood  
Fax: (512) 502-0224

6.3 Survival. All covenants, agreements, representations, and warranties made in this Agreement shall survive all closings under the Agreement and, to the extent expressly stated in certain Sections of this Agreement, the expiration of the Terms or the early termination of this Agreement.

6.4 Governing Law. This Agreement is being executed and delivered, and it is intended to be performed, in the State of Texas. The laws of the State of Texas shall govern the rights and duties of the parties and the validity, construction, enforcement, and interpretation of this Agreement.

6.5 Dispute Resolution. If a dispute between the parties arises under this Agreement, the parties agree to mediate this dispute using a mediator that is mutually acceptable to the parties. Unless otherwise agreed by the parties, mediation as described in the Texas Civil Practice and Remedies Code, Section 154.023 will be conducted by the Dispute Resolution Center of Austin Texas. Any charge or fees for mediation shall be paid by the parties in equal portions. All communications within the scope of the mediation shall remain confidential as described in Texas Civil Practice and Remedies Code, Section 154.073, unless both parties agree in writing to waive confidentiality. Either party may pursue available legal remedies only if mediation does not fully resolve the dispute.

6.6 Venue. The parties agree that the exclusive venue for any lawsuit arising out of or relating to this Agreement will be in Travis County, Texas and waive the right to sue or be sued elsewhere.

6.7 Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision shall be fully severable; this Agreement shall be construed and enforced as if such provision had never comprised a part hereof; and the remaining provisions shall remain in full force and effect and shall not be affected by such provision or by its severance. Furthermore, in lieu of such provision there shall be added automatically a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

**CONSULTING SERVICES AGREEMENT  
TERMS AND CONDITIONS**

**6.8 MOBILITY AUTHORITY INDEMNIFIED. CONSULTANT SHALL INDEMNIFY AND SAVE HARMLESS THE MOBILITY AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND CONSULTANTS FROM ANY CLAIMS, COSTS OR LIABILITIES OF ANY TYPE OR NATURE AND BY OR TO ANY PERSONS WHOMSOEVER, ARISING FROM THE CONSULTANT'S NEGLIGENT ACTS, ERRORS OR OMISSIONS WITH RESPECT TO THE CONSULTANT'S PERFORMANCE OF THE SERVICES, WHETHER SUCH CLAIM OR LIABILITY IS BASED IN CONTRACT, TORT OR STRICT LIABILITY. IN SUCH EVENT, THE CONSULTANT SHALL ALSO INDEMNIFY AND SAVE HARMLESS THE MOBILITY AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND CONSULTANTS FROM ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY THE MOBILITY AUTHORITY IN LITIGATING OR OTHERWISE RESISTING SAID CLAIMS, COSTS OR LIABILITIES. IN THE EVENT THE MOBILITY AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONSULTANTS IS/ARE FOUND TO BE PARTIALLY AT FAULT, THE CONSULTANT SHALL, NEVERTHELESS, INDEMNIFY THE MOBILITY AUTHORITY FROM AND AGAINST THE PERCENTAGE OF FAULT ATTRIBUTABLE TO THE CONSULTANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONSULTANTS, AND CONSULTANTS OR TO THEIR CONDUCT.**

**6.9 CONSULTANT HELD HARMLESS. PROVIDED CONSULTANT USES ALL REASONABLE AND PRUDENT EFFORTS AND PRACTICES IN ITS PERFORMANCE OF THIS CONTRACT, THE MOBILITY AUTHORITY AGREES TO HOLD CONSULTANT HARMLESS FOR ANY DAMAGES INCURRED BY THE MOBILITY AUTHORITY ARISING OUT OF ANY ASPECT OF CONSULTANT'S SERVICES THAT RESULT FROM, BUT ARE NOT LIMITED TO, MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, COPYRIGHT INFRINGEMENTS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATION FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO CONSULTANT'S RECORDS, PROGRAMS OR SERVICES. CONSULTANT DOES AGREE TO MAKE EVERY REASONABLE EFFORT TO CORRECT SUCH MISTAKES IN A TIMELY MANNER.**

**6.10 Entirety and Amendments. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS BY THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. This Agreement may be amended only by an instrument in writing executed jointly by an authorized representative of the Mobility Authority and Consultant, and supplemented only by documents delivered or to be delivered in accordance with the express terms hereof.**

**6.11 Waivers. No course of dealing nor any failure or delay by the Mobility Authority or its directors, employees, representatives, or attorneys with respect to exercising any Right of**

**CONSULTING SERVICES AGREEMENT  
TERMS AND CONDITIONS**

the Mobility Authority hereunder shall operate as any waiver thereof under this Agreement. A waiver must be in writing and signed by the Mobility Authority to be effective, and such waiver will be effective only in the specific instance and for the specific purpose for which it is given.

6.12 Multiple Counterparts. This Agreement has been executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitute, collectively, one agreement; but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

6.13 Parties Bound; Assignments. This Agreement is binding upon, and inures to the benefit of, the Mobility Authority and Consultant, and their respective successors and assigns; provided that Consultant may not, without the prior written consent of the Mobility Authority, assign any Rights, duties, or obligations hereunder, and any purported assignment in violation of the foregoing shall be void and ineffective. The Mobility Authority may assign any or all of its Rights and obligations under this Agreement at any time without the approval or consent of Consultant.



**CENTRAL TEXAS  
Regional Mobility Authority**

June 15, 2016  
AGENDA ITEM #4

---

Approve Amendment No. 1 to the Personal Services Agreement with Neal Spelce for Communications Support Services.

Strategic Plan Relevance: Regional Mobility  
Department: Operations  
Contact: Jeff Dailey, Deputy Executive Director  
Associated Costs: Not to Exceed \$100,000  
Funding Source: General Fund  
Action Requested: Consider and act on draft resolution

Summary:

This Item is to request an extension of both time and compensation to the Personal Services Agreement with Neal Spelce for a period of one year.

As part of the Scope of work under the current Personal Services Agreement, Neal Spelce has been functioning as an integral part of the community and media outreach efforts for CTRMA. He has significant familiarity with the history of Central Texas and key stakeholders throughout the region and has been helping to develop an overall communication strategy to help educate Central Texans on CTRMA's role in transportation solutions. (approximate value of \$77,000)

In addition to the current educational initiative, Neal Spelce has been critical to public outreach and media efforts for projects such as MoPac Improvement, 183 South and MoPac South. We anticipate continued community efforts on all three projects and his experience and expertise provide a consistent and respected and unique perspective. (Approximate value of \$23,000).

Since the current Agreement with Neal Spelce is scheduled to expire on June 29, 2016, we are requesting approval to combine the two initiatives described above and extend the current Agreement for a period of one year to allow time for completion by June 30, 2017 at which time we would re-assess communications needs consistent with the future needs of the Mobility Authority.

Backup provided: Draft resolution  
Draft amendment  
Copy of original agreement

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

**RESOLUTION NO. 16-0XX**

**APPROVING AN EXTENSION TO CONSULTING SERVICES AGREEMENT  
WITH NEAL SPELCE FOR COMMUNICATION AND OUTREACH SERVICES**

WHEREAS, by Resolution No. 15-034, the Board awarded a personal services agreement to Neal Spelce for communication and outreach services related to the MoPac Improvement Contract which is scheduled to expire on June 30, 2016; and

WHEREAS, the Mobility Authority is currently developing the MoPac Improvement Project, the 183 South Project, and the MoPac South Project; and

WHEREAS, Neal Spelce has extensive experience and knowledge of communities affected by the MoPac Improvement Project, the 183 South Project, and the MoPac South Project as well as the Central Texas community, and has been a valued contributor to the Mobility Authority's communications and outreach efforts for the MoPac Improvement Project, 183 South Project, and MoPac South Project; and

WHEREAS, the Executive Director recommends continuing to engage Neal Spelce for communication and outreach services for the MoPac Improvement Project, 183 South Project, and MoPac South Project; and

WHEREAS, the Executive Director and Neal Spelce have agreed to an amendment to the personal services agreement, increasing the monthly retainer to \$6400.00, increasing total compensation to an amount not to exceed \$100,000 and extending the term of the contract to June 30, 2017.

NOW, THEREFORE, BE IT RESOLVED that the proposed amendment is approved and the Executive Director is hereby authorized to finalize and execute an amendment on behalf of the Mobility Authority in substantially the form attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED pursuant to Section 401.0061 of the Policy Code, the Board exempts this personal services contract from any competitive bidding or competitive proposal requirements otherwise applicable under the Policy Code.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 15<sup>th</sup> day of June, 2016.

Submitted and reviewed by:

Approved:

---

---

Geoffrey Petrov, General Counsel

Ray A. Wilkerson  
Chairman, Board of Directors

**AMENDMENT NO. 1**  
**TO THE PERSONAL SERVICES AGREEMENT BETWEEN THE**  
**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**  
**AND THE NEAL SPELCE COMPANY**

This Amendment No. 1 to the Personal Services Agreement between Central Texas Regional Mobility Authority (“CTRMA”) and The Neal Spelce Company, Inc. (the “Consultant”) is made effective as of the 1<sup>st</sup> day of July, 2016, and is for the purpose of amending the term and compensation set forth in the Personal Services Agreement between CTRMA and Consultant, effective July 1, 2015 (the “Agreement”).

Pursuant to action of the CTRMA Board of Directors, reflected in Resolution No. \_\_\_\_\_, dated June 15, 2016, the Agreement is amended as described below:

**TERM**

The termination date is extended to June 30, 2017 (the “Termination Date”).

**COMPENSATION**

1. The monthly retainer is for a commitment of 10 hours per week, averaging over the preceding period at a compensation of \$6,400.00 per calendar month.
2. Project related services may be required as directed by the Mobility Authority on as-needed basis. Compensation for such services shall be based upon an hourly rate of \$160 per hour, plus expenses. The time and expense estimates shall require prior approval by the Mobility Authority.

The total payment to Consultant under this Agreement during any Mobility Authority fiscal year (from July 1 through June 30) shall not exceed One Hundred Thousand Dollars (\$100,000.00).

By their signatures below, the parties evidence their agreement to the amendment set forth above.

CENTRAL TEXAS REGIONAL  
INFORMATION GROUP, INC.  
MOBILITY AUTHORITY

NEAL SPELCE COMPANY

\_\_\_\_\_  
Mike Heiligenstein  
Executive Director

\_\_\_\_\_  
Neal Spelce

## PERSONAL SERVICES AGREEMENT

DATE: July 9, 2015  
TO: Mike Heiligenstein, Executive Director  
Mario Espinoza, Deputy Executive Director  
FROM: Neal Spelce, d/b/a The Neal Spelce Company  
RE: FY 2016 Working Arrangement

### Scope of proposed work

The Mobility Authority has identified a number of issues where our communications experience, community involvement, visibility and reputation might be of value in message development and delivery on the MoPac Improvement Project and the 183 South construction project.

Some examples included coordination with central West Austin core neighborhoods, as well as other property owners along MoPac, on areas of concern such as construction impact, sound walls, moving of trees, drainage flow, asbestos removal, bicycle, pedestrian and environmental improvements, and understanding of the Mobility Authority's mission and role.

Additionally, and at the request of the Mobility Authority, this may also include pro-active measures and/or trouble-shooting to provide a better understanding with the community as well as maintaining a favorable relationship with this affected community and the public at large. Other selected assignments could include presentations, involvement of area public officials and civic organizations, input in public meeting preparations, and response to feedback from community members.

Spelce has long advocated working on short-term action with a long-term view. This would include, for example, involvement with messaging and strategy on educational and informative advertising and other vehicles for communication to target markets. It could also involve assessing opportunities and impact of future projects (MoPac South, Oak Hill, SH45, Bergstrom, etc.) that are in various stages of planning and development while MoPac is a big focus of public attention.

We both understand the need to be prepared for unforeseen events that might occur during the term of this agreement. Therefore we place a high priority on the ability to be nimble and react quickly.

### Unique background for this consultation

Consider these attributes: Owned and operated large Austin advertising, marketing and public relations firm, winning national accolades ... For decades was a highly-rated and national award-winning local TV news anchor.



Named Austin's Most Worthy Citizen for civic involvement that included service as Chair of the Austin Chamber of Commerce ... Chair of the United Way ... Chair of the Better Business Bureau ... Chair of 15-county Capitol Area Boy Scouts of America ... Founder and President of the Austin Area Research Organization (AARO) ... Chair of Leadership Austin ... Chair of American Health & Fitness Foundation ... Holder of three communications degrees from The University of Texas and named Outstanding Alum of the UT College of Communication ... President of Austin Texas Exes ... President of Austin Longhorn Club and many more.

This wide range of experience and community involvement also includes a deep and expanding knowledge of Central Texas – as exemplified by writing a newsletter each week since 1979 containing insights, perspectives and analysis of business, public affairs, growth and development, transportation, real estate, education and environmental issues in the Austin area.

#### Contractual Terms

I agree to devote the agreed-upon hours below to work on behalf of the Mobility Authority, with the understanding that those hours may fluctuate depending upon the Mobility Authority's requests.

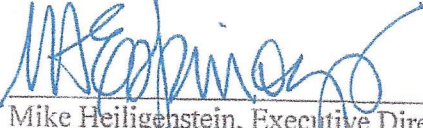
I propose a monthly retainer between Neal Spelce and the Mobility Authority effective July 1, 2015, to terminate on June 30, 2016.


The monthly retainer is for a commitment of 10 hours per week, averaged over the preceding period, at a compensation of \$5,000.00 per calendar month. Starting July 28, 2015, and on the 28<sup>th</sup> day of each following month through June 2016, I will provide the Mobility Authority with an invoice that describes the services I provided to the Mobility Authority and noting the dates and amount of time devoted to those services for the period covered by the invoice.

This agreement is intended to be effective on July 1, 2015, with the first retainer (for all services provided after July 1, 2015 and before July 29, 2015) payable on July 30, 2015. The remaining monthly retainers will be payable on the 29<sup>th</sup> day of each following month through June 2016.

In addition to the retainer payments, the Mobility Authority agrees to reimburse expenses that may be incurred by Neal Spelce on behalf of the Mobility Authority when the proposed expense is approved by the Mobility Authority in writing before the expense is incurred.

This agreement may be terminated by Neal Spelce or the Mobility Authority at any time for convenience by written notice to the other party, with the retainer to be prorated as necessary and paid as of that termination date, together with any approved expenses that have been incurred but not reimbursed.

  
Mike Heiligenstein, Executive Director  
Central Texas Regional Mobility Authority

  
Neal Spelce  
d/b/a The Neal Spelce Company



Approve an Agreement with eBuilder for  
Program Management System Services.

**CENTRAL TEXAS**  
**Regional Mobility Authority**

Strategic Plan Relevance: Regional Mobility  
Department: Engineering  
Contact: Jeff Dailey, Deputy Executive Director  
Justin Word, P.E., Director of Engineering  
Associated Costs: \$630,000 (\$250,000 Year 1 + \$190,000 Year 2 + \$190,000 Year 3)  
Funding Source: Reimbursed with Project Funds  
Action Requested: Consider and act on draft resolution.

Summary:

The Executive Director requests Board approval to contract with eBuilder to provide a web-based program management system through Dell Texas Contract DIR-SDD-1951. This is a tool necessary for on time and on budget project delivery by providing:

- Accessibility - improved communication and access to information (i.e. 24/7 anywhere access to staff, consultants, and contractors).
- Accountability - enforces standardized procedures, document management, workflows, and reports.
- Auditability - provides an audit trail of transactions from single system that tracks and records all user activity, including automated notification of status changes or pending deadlines for time sensitive items (RFIs, Submittals, etc.)

CTRMA currently uses two (2) different web-based program management systems on two projects. This authorization will provide a system that will enable the CTRMA to manage all of its projects through all phases from inception through construction. This will result in significant efficiencies and cost savings on an on-going basis. The initial term of the contract is for three (3) years and requires annual subscription renewals.

Backup provided: e-Builder Proposal;  
Draft Resolution

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

**RESOLUTION NO. 16-XXX**

**AUTHORIZING AN AGREEMENT WITH eBUILDER  
FOR PROGRAM MANAGEMENT SYSTEM SERVICES**

WHEREAS, the Mobility Authority is currently using two different web-based program management systems on separate projects; and

WHEREAS, the Executive Director has determined that adopting a single web-based program management system to manage all of its projects through all phases from inception through construction will result in significant efficiencies and cost savings on an on-going basis; and

WHEREAS, the Executive Director has determined that eBuilder program management system is best suited to the needs of the Mobility Authority; and

WHEREAS, the Executive Director recommends contracting with eBuilder through the Texas Department of Information Resources Cooperative Contract, Dell Texas Contract DIR-SDD-1951 for a period of three years in an amount not to exceed \$630,000.00; and

WHEREAS, pursuant to Section 401.011 of the Policy Code, purchases made through a cooperative program are exempt from the Mobility Authority's other procurement requirements.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors authorizes the Executive Director to enter into a contract with eBuilder for a web-based program management system and associated support services through Dell Texas Contract DIR-SDD-1951 for a period of three years in an amount not to exceed \$630,000.00.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 15<sup>th</sup> day of June, 2016.

Submitted and reviewed by:

Approved:

\_\_\_\_\_  
Geoffrey Petrov, General Counsel

\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors

Exhibit 1  
e-Builder Order Form  
**Central Texas Regional  
Mobility Authority**

June 10, 2016

This Investment Summary is considered valid for 120 days from the above publication date of this Order Form. Non-approval of the Order Form within this



1800 NW 69<sup>th</sup> Ave., Suite 201 | Plantation, Florida 33313 | 800-580-9322

## Disclosure Statement

---

THIS ORDER FORM (the “Order Form”), is between e-Builder, Inc. (“e-Builder”) and Central Texas Regional Mobility Authority (“Customer”), and is dated [REDACTED], 20 [REDACTED] (the “Effective Date”). This Order Form incorporates by reference the terms and conditions of the Master Services Agreement dated [REDACTED], 20 [REDACTED] between e-Builder and Customer (the “MSA”). In the event of an inconsistency between the terms of this Order Form and the MSA, the terms of the MSA shall control.

The term of this Order Form shall commence on the Effective Date and shall terminate in three (3) years on [REDACTED], 20 [REDACTED]. Customer may renew this Order Form by providing notice of renewal to e-Builder at least sixty (60) days prior to expiration of the then current term. Each renewal term shall be for a period of not less than one (1) year, unless agreed otherwise. Upon renewal e-Builder has a right to increase license fees after the initial 3 year term up to the greater of CPI plus 2% or five (5%) percent.

The information provided in this document shall not be disclosed outside the recipient’s organization and shall not be disclosed in whole or in part for any purpose other than to evaluate the information. During the evaluation process, the recipient may duplicate this document only for distribution to evaluators within the recipient’s organization. If a contract is awarded to e-Builder as a result of or in connection with the submission of this information, the recipient shall have the right to duplicate, use or disclose the information to the extent provided in the contract. This restriction does not limit the right of the recipient to use information contained if it is obtained from another source without restriction.

In the event that the recipient is served with a request to disclose any or all of e-Builder’s confidential information pursuant to the requirements of applicable law, a judicial or governmental request, requirement or order or otherwise, e-Builder asks to be promptly notified in order to provide sufficient time to object to such request, understanding that the recipient will take reasonable steps to cooperate with and assist e-Builder in contesting such request, requirement ,or order or in otherwise protecting e-Builder’s rights prior to disclosure.

© Copyright e-Builder Inc., 2016

## Investment Summary

The following details the investment summary for the **Annual Software Subscription** and the **One-Time Implementation & Development Services** for the e-Builder Enterprise™ system.

### Annual Software Subscription

Annual Item	Scope Variable	Annual Price
Number of Users	Unlimited	\$181,800
<b>Total Annual Subscription</b>		<b>\$181,800</b>

### One-Time Implementation & Development Services

Item	Scope Variable	Price
<b>e-Builder Enterprise Implementation, Setup, Deployment &amp; Training</b>	Per Implementation & Development Services Scope section below	\$30,000
Import Toolkit		Included
<b>Total Implementation Services</b>		<b>\$30,000</b>

### Total e-Builder Enterprise Investment – Year 1

Item	Price
Total Annual Software Subscription	\$181,800.00
Total Implementation & Development Services	\$ 30,000.00
Dell Service Fees	\$11,147.37
<b>Total Year 1 Investment</b>	<b>\$222,947.37</b>

### Optional Items

Item	Scope Variable	Price
<b>Bidding Module</b>	Includes Training	\$ 7,900.00
<b>Data Migration</b>	Estimate Only	\$20,000.00

### *Payment Terms*

- The **annual subscription** is due and payable upon contract execution.
- The **implementation services** and **Dell Service Fees** are due and payable upon contract execution.
- **Travel and Expenses** - Travel expenses and course material reproduction (if requested) are not included in the above investment. These expenses are billed as incurred as actuals.

### *Annual Subscription Includes*

- Unlimited Projects
- Unlimited Document Storage
- 24x7 Technical Support
- Quarterly Enhancement/Upgrades
- Maintenance Releases

### *Unlimited User License*

The proposed annual subscription fees for unlimited e-Builder Enterprise Users is based on the up to \$200M estimated average annual capital construction spending. e-Builder reserves the right to adjust the fee accordingly to align with the Customer's actual average annual capital construction spending.

## Implementation & Development Services Scope

Phase & Deliverables	Scope	Comments
<b>Project Kickoff &amp; Discovery</b>		
<b>Kick-off Meeting</b>	Included	2-4 weeks after contract execution
<b>Implementation Goals</b>	Included	Defined during Kickoff
<b>Success Matrix</b>	Included	Defined during Kickoff
<b>Initial Project Schedule</b>	Included	Defined during Discovery
<b>Data Gathering Guide</b>	Included	Defined during Discovery
<b>Project Design &amp; Requirements</b>		
<b>Solution Document</b>	Included	Requirements & Solution Design
<b>Project Configuration &amp; Testing</b>		
<b>Cost &amp; Funding Module</b>	1-Template	Includes Training
<b>Process Module</b>	1-Process	Scope includes e-Builder support and oversight for CTRMA to develop the process.
<b>Schedule Module</b>	1-Template	Includes Training
<b>Import Toolkit</b>	Standard	+Use Training
<b>Project Training &amp; Adoption</b>		
<b>Admin Training</b>	1- Session Onsite	1 days Duration/ 5 Users Maximum
<b>End User Training</b>	1- Sessions Onsite	1 days Duration Each/15 Users Maximum
<b>Adoption Calls</b>	4-Calls	



### Customer Responsibilities & Implementation Assumptions

---

The following responsibilities and assumptions are necessary for the successful completion of this implementation. In the event that an item below does not occur in the manner or time frame defined, e-Builder may request to meet with the Customer and mutually agree upon an adjustment to the schedule, work activities and fees.

- The Customer will make best efforts to ensure the committed participation of all appropriate technical and user personnel throughout the project, including but not limited to periodic status reviews. Customer resources provided during the technical and functional sessions must be empowered to make decisions on project direction.
- The e-Builder implementation team will work jointly with the Customer team to resolve all issues including those impacting the scope and timeline. Issues that may impact the progress and the schedule will be documented. If the issue is critical, e-Builder will present the issue to the Customer in writing as quickly as possible. Once the issue is presented in writing the Customer is expect to respond within two (2) business days. If the issue cannot be resolved within two days, they will notify e-Builder and arrange a meeting with all relevant personnel to resolve this issue. Failure to do so could impact the cost and schedule of the e-Builder implementation project.
- All necessary content (data, text and graphics) will be provided to e-Builder prior to the creative processes (if applicable).
- The Customer will reimburse reasonable travel expenses for any travel associated with the engagement.
- Unless specifically identified as deliverables within this document, Customer will enter any historical data from past projects to enable historical analysis.
- Unless specifically identified as deliverables within this document, data migration, system integrations or custom development of any kind is not included within the scope of the e-Builder implementation project. These items can be included through the change management process if identified as required items.
- All change requests received and approved will be listed on a contract Addendum or Work Order. Each Addendum or Work Order must be signed and accepted prior to initiating additional work by the e-Builder.



e-Builder is the leading provider of integrated, cloud-based construction program management software for top facility owners and the companies that act on their behalf. The company's flag-ship product, e-Builder Enterprise™, improves capital project execution, resulting in increased productivity and quality, reduced cost, and faster project delivery. Since 1995, e-Builder's technology leadership and construction industry focus has provided thousands of global companies, government agencies, and healthcare and educational institutions managing billions of dollars in capital programs with solutions to improve the plan, build, and operate lifecycle. The company is privately held and headquartered in Plantation, Florida. For more information, visit [www.e-Builder.net](http://www.e-Builder.net).



**CENTRAL TEXAS  
Regional Mobility Authority**

June 15, 2016  
AGENDA ITEM #6

---

Approve Amendment No. 3 to CP&Y's Work Authorization No. 1 for a time extension for the development of the 183 North Project.

Strategic Plan Relevance: Regional Mobility  
Department: Engineering  
Contact: Justin Word, P.E., Director of Engineering  
Associated Costs: N/A  
Funding Source: N/A  
Action Requested: Consider and act on draft resolution

Summary:

On August 2, 2013, the Mobility Authority entered into a Master Contract and Work Authorization No. 1 with CP&Y Inc. for preliminary engineering and environmental services necessary to implement the 183 North Mobility Project. The work was to be completed by June 19, 2016.

This amendment will extend the Work Authorization expiration date to June 30, 2017. This amendment does not increase the current contract amount.

Backup provided: Draft Amendment No. 3  
Draft Resolution for Board Consideration

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

**RESOLUTION NO. 16-0XX**

**APPROVING AN AMENDMENT NO. 3 TO THE CONTRACT WITH  
CP&Y INC. FOR PRELIMINARY ENGINEERING AND  
ENVIRONMENTAL SERVICES ON THE 183 NORTH MOBILITY PROJECT.**

WHEREAS, by Resolution No. 13-023 dated March 27, 2013, the Board of Directors authorized the Executive Director to finalize and execute a professional services contract and work authorization with CP&Y Inc. (“CP&Y”) for preliminary engineering and environmental services for development of the 183 North Mobility Project (the “Project”); and

WHEREAS, on August 2, 2013, the Mobility Authority entered into a Master Contract and Work Authorization No. 1 with CP&Y which contemplated completion by June 19, 2016; and

WHEREAS, the scope of services for the Project increased as a result of an expansion of the Project study area and alternatives, including analysis and evaluation of two express lanes and additional general purpose lanes; and

WHEREAS, an extension of time is necessary to support ongoing schematic design; and

WHEREAS, the Executive Director and CP&Y have discussed and agreed to a proposed amendment to extend the time to complete Work Authorization No. 1 to June 30, 2017, without increasing current contract amount.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby authorizes the Executive Director to negotiate and execute an amendment to the contract with CP&Y Inc. in the form or substantially the form provided to the Board as Exhibit A hereto, for the purpose of extending the time to complete Work Authorization No. 1.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 15<sup>th</sup> day of June, 2016.

Submitted and reviewed by:

Approved:

\_\_\_\_\_  
Geoffrey Petrov, General Counsel

\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors

**Exhibit A**

**AMENDMENT NO. 3  
TO THE CONTRACT FOR ENGINEERING SERVICES**

This Amendment No. 3 to the Contract for Engineering Services (“Amendment No. 3)” by and between the Central Texas Regional Mobility Authority (“Authority”) and CP&Y, Inc. (“Engineer”) is entered into effective as of \_\_\_\_\_, 2016.

WHEREAS, the Authority and the Engineer entered into that certain Contract for Engineering Services effective August 2, 2013, (the “Contract”) and that certain Work Authorization No. 1 effective August 2, 2013, (which together with the Contract, are referred to herein as the “Contract Documents”) wherein the Authority contracted with the Engineer for engineering services for the US 183 North Project; and

WHEREAS, the Authority and Engineer amended the Contract with Amendment No. 1 effective February 25, 2015, to establish additional scope of services with associated fee provided by Engineer and established terms and conditions for the additional scope of services.

WHEREAS, the Authority and Engineer amended the Contract with Amendment No. 2 effective October 8, 2015, to transfer the budget amount of \$36,000.00 of unused funds from EcoSystems Design Group (“EDG”) to Rifeline, LLC (“Rifeline”).

WHEREAS, the Authority and Engineer wish to amend the Contract to extend the time to June 30, 2017.

The Authority and Engineer hereby amend the Contract as follows:

**PART IV:** This Amendment No. 3 shall become effective as of the date of last party’s signature hereto and shall terminate on June 30, 2017, unless extended by a supplemental Work Authorization as provided in Article 4 of the Contract.

All other terms and conditions of the Contract Documents not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 3 is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

\_\_\_\_\_  
(Signature)  
J.J. Roohms  
Chief Operating Officer

\_\_\_\_\_  
(Signature)  
Mike Heiligenstein  
Executive Director

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)



**CENTRAL TEXAS  
Regional Mobility Authority**

June 15, 2016  
AGENDA ITEM #7

---

Approve the minutes for the May 3, 2016  
Regular Board Meeting.

Strategic Plan Relevance: Regional Mobility  
Department: Legal  
Contact: Geoffrey Petrov, General Counsel  
Associated Costs: N/A  
Funding Source: N/A  
Action Requested: Consider and act on motion to approve minutes

Summary:

Approve the attached draft minutes for the May 3, 2016 Regular Board Meeting.

Backup provided: Draft Minutes, May 3, 2016 Regular Board Meeting

**MINUTES**  
**Regular Meeting of the Board of**  
**Directors of the**  
**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**  
**Tuesday, May 3, 2016**  
**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 April 28, 2016 at the respective County Courthouses of Williamson and Travis Counties; 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.

**An archived copy of the live-streamed video of this meeting  
is available at:**

<http://www.mobilityauthority.com/about/vod.php>

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

After noting that a quorum of the Board was present, Chairman Ray Wilkerson called the meeting to order at 9:05 a.m. with the following Board members present: James H. Mills, David B. Armbrust, and Robert Bennett.

**2. Opportunity for Public Comment.**

Public comment by Paul Huynh future resident of Knollwood Community.

Public comment by Patrick Moore, resident of Knollwood Community.

Public comment by Courtney Hannaford, resident of Knollwood Community.

Public comment by Bill Moore, 5 year resident of Knollwood Community.

Public comment by Rosemary Moore, 5 year resident of Knollwood Community.

Mike Heiligenstein indicated that CTRMA staff is reviewing the 183 South/Bolm Rd. intersection issue. David Armbrust requested that an update on 183 South intersections be provided at the June 1, 2016 Board Meeting.

Chairman Wilkerson recessed the Board Meeting and reconvened as the Audit Committee.

**Audit Committee Meeting:**

Bob Bennett, Chairman of the Audit Committee called the meeting at 9:21 a.m.

**NOTE:** *Nikelle Meade joined the dais at 9:22 a.m.*



- A. Audit Committee meeting called to order by Committee Chairman Bennett  
Bill Chapman spoke on the item and introduced Michael O'Brien of Padgett, Stratemann & Co., LLP.
- B. Accept the letter of engagement for the annual independent auditing services.  
Committee Chairman Bennett entertained a motion to accept letter of engagement  
**MOTION:** Accept the letter of engagement for the annual independent auditing services.  
**RESULT:** Approved (Unanimous); 5-0  
**MOTION BY:** David Armbrust  
**SECONDED BY:** Nikelle Meade  
**AYE:** Wilkerson, Armbrust, Bennett, Mills, and Meade.  
**NAY:** None  
  
**ADOPTED AS: RESOLUTION 16-022**
- C. Adjourn Audit Committee.

**Consent Board Items**

Chairman Ray Wilkerson presented Items 3 through 4 for Board consideration as the consent agenda:

- MOTION:** Approval of consent agenda items 3-4.
- RESULT:** Approved (Unanimous); 5-0
- MOTION BY:** Bob Bennett
- SECOND BY:** David Armbrust
- AYE:** Wilkerson, Armbrust, Bennett, Mills, and Meade.
- NAY:** None

- 3. Approve Amendment No. 3 to maintenance services contract with Schneider Electric to add services for the MoPac Express Lane Project and SH 71 corridors.

**ADOPTED AS: RESOLUTION 16-023**

- 4. Approve Work Authorization No. 3 to maintenance services contract with Schneider Electric to provide toll operations support for the MoPac Improvement Project.

**ADOPTED AS: RESOLUTION 16-024**

**Regular Board Items**

5. Approve the minutes for the March 30, 2016, Regular Board Meeting.

**MOTION:** Approval for March 30, 2016, Board Meeting minutes.  
**RESULT:** Approved (Unanimous); 5-0  
**MOTION BY:** David Armbrust  
**SECONDED BY:** Bob Bennett  
**AYE:** Wilkerson, Armbrust, Bennett, Mills, and Meade.  
**NAY:** None

6. Accept the financial statements for March 2016.

Speaking on: Mary Temple, Controller.

**MOTION:** Accept the financial statements for March 2016.  
**RESULT:** Approved (Unanimous); 5-0  
**MOTION BY:** Jim Mills  
**SECONDED BY:** Bob Bennett  
**AYE:** Wilkerson, Armbrust, Bennett, Mills, and Meade.  
**NAY:** None

**ADOPTED AS: RESOLUTION NO. 16-025**

7. Authorize the issuance, sale and delivery of Central Texas Regional Mobility Authority Senior Lien Revenue Refunding Bonds, Series 2016, in accordance with specified parameters.

Speaking on: Bill Chapman, Chief Financial Officer.

**MOTION:** Authorize the issuance, sale and delivery of Central Texas Regional Mobility Authority Senior Lien Revenue Refunding Bonds, Series 2016, in accordance with specified parameters.  
**RESULT:** Approved (Unanimous); 5-0  
**MOTION BY:** Bob Bennett  
**SECONDED BY:** David Armbrust  
**AYE:** Wilkerson, Armbrust, Bennett, Mills, and Meade.  
**NAY:** None

**ADOPTED AS: RESOLUTION NO. 16-026**

- 8. Authorize procurement of services to repair discolorations on concrete bridges, sign structures and toll gantry columns on the 290 East corridor.

Speaking on: Justin Word, P.E., Director of Engineering.

**MOTION:** Authorize procurement of services to repair discolorations on concrete bridges, sign structures and toll gantry columns on the 290 East corridor.  
**RESULT:** Approved (Unanimous); 5-0  
**MOTION BY:** Nikelle Meade  
**SECONDED BY:** David Armbrust  
**AYE:** Wilkerson, Armbrust, Bennett, Mills, and Meade.  
**NAY:** None

**ADOPTED AS: RESOLUTION NO. 16-027**

- 9. Adopt a Variable Toll Rate Policy for the MoPac Express Lanes.

Speaking on: Tim Reilly, Director of Operations.

**MOTION:** Adopt a Variable Toll Rate Policy for the MoPac Express Lanes.  
**RESULT:** Approved (Unanimous); 5-0  
**MOTION BY:** Jim Mills  
**SECONDED BY:** Nikelle Meade  
**AYE:** Wilkerson, Armbrust, Bennett, Mills, and Meade.  
**NAY:** None

**ADOPTED AS: RESOLUTION NO. 16-028**

**Briefing and Discussion on the Following:**

**Note:** At the beginning of the briefing items, Executive Director Mike Heiligenstein commented on the partnership between the Texas Department of Transportation and the Central Texas Regional Mobility Authority. Mr. Heiligenstein then recognized and expressed appreciation for the efforts of TxDOT Austin District Engineer Terry McCoy and TxDOT’s CTRMA liaisons Lloyd Chance, Rosemarie Klee, Heather Ashley-Nguyen and David Plutowski.

- 10. Project Updates.

- A. Projects Under Construction:

- (i) MoPac North  
Speaking on: Steve Pustelnyk, Director of Community Relations; JD Stokes, HNTB; and Craig Martel, CH2M.

(ii) SH 71 Express  
Speaking on: Justin Word, Director of Engineering.

(iii) 183 South Project  
Speaking on: Aaron Autry, Atkins.

**B. Projects Under Development:**

(i) MoPac South Environmental Study  
Speaking On: Dee Anne Heath, Director of External Affairs

(ii) 183 North Environmental Study  
Speaking on: Dee Anne Heath, Director of External Affairs

(iii) Oakhill Parkway Environmental Study.  
Speaking on: Dee Anne Heath, Director of External Affairs

**Note:** Chairman Wilkerson passed over the Item Nos. 11 and 12 and proceeded to Executive Session.

**11. Pay by Mail Operational Complexities.**

*This item was not presented to the Board.*

**12. Executive Director's Report.**

*This item was not presented the Board.*

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

Chairman Wilkerson announced in open session that the Board would recess the open meeting at 10:40 a.m. and reconvene in Executive Session to deliberate the following items:

**13.** 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).

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

**15.** Discuss personnel matters as authorized by §551.074 (Personnel Matters).

The Board then recessed into an executive session in the Travis Conference Room.

After completing the executive session, the Board reconvened in open meeting at 12:57 p.m. in the Lebermann Board Room. Board member David Armbrust left during Executive Session.

- 16.** Approve an employment agreement with the Deputy Executive Director, including compensation and other contract terms.

*No action was taken was taken on this item.*

After confirming that no member of the public wished to address the Board, Chairman Wilkerson declared the meeting adjourned at 12:59 p.m.



**CENTRAL TEXAS  
Regional Mobility Authority**

June 15, 2016  
AGENDA ITEM #8

---

Accept the financial statements for  
April 2016.

Department: Finance  
Contact: Bill Chapman, Chief Financial Officer  
Action Requested: Consider and act on draft resolution

Summary:

Presentation and acceptance of the monthly financial statements for April 2016.

Backup provided: Draft Financial Statements for April 2016.  
Draft Resolution

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

**RESOLUTION NO. 16-0XX**

**ACCEPT THE FINANCIAL STATEMENTS FOR APRIL 2016**

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 April 2016, and has caused Financial Statements to be prepared and attached to this resolution as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the Financial Statements for April 2016, attached as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 15<sup>th</sup> day of June 2016.

Submitted and reviewed by:

Approved:

\_\_\_\_\_  
Geoffrey S. Petrov, General Counsel

\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors

**Exhibit A**

**Financial Statements for April 2016**



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

Account Name	Budget Amount FY 2016	Actual Year to Date 4/30/2016	Percent of Budget	Actual PY to Date 4/30/2015
<b>Revenue</b>				
<b>Operating Revenue</b>				
Toll Revenue-TxTag-183A	32,107,731	23,296,655	72.56%	22,211,481
Toll Revenue-HCTRA-183A	1,678,072	2,064,338	123.02%	1,300,598
Toll Revenue-NTTA-183A	1,425,660	3,372,631	236.57%	852,755
Toll Revenue-TxTag-Manor	8,014,417	7,866,287	98.15%	6,557,180
Toll Revenue-HCTRA Manor	1,561,572	1,544,487	98.91%	1,372,455
Toll Revenue-NTTA-Manor	392,459	511,354	130.30%	310,769
Video Tolls 183A	9,541,998	7,084,693	74.25%	5,891,402
Video Tolls Manor Expressway	4,334,167	2,804,366	64.70%	2,071,688
Fee revenue 183A	2,471,500	2,594,130	104.96%	1,710,293
Fee revenue Manor Expressway	885,000	1,297,998	146.67%	773,972
<b>Total Operating Revenue</b>	<b>62,412,575</b>	<b>52,436,940</b>	<b>84.02%</b>	<b>43,052,593</b>
Other Revenue				
Interest Income	250,000	1,364,695	545.88%	300,176
Grant Revenue	3,130,258	66,504,165	2124.56%	87,605,666
Reimbursed Expenditures	-	2,849	-	-
Misc Revenue	-	48,322	-	15,959
<b>Total Other Revenue</b>	<b>3,380,258</b>	<b>67,920,031</b>	<b>2009.32%</b>	<b>87,921,800</b>
<b>Total Revenue</b>	<b>\$ 65,792,833</b>	<b>\$ 120,356,971</b>	<b>182.93%</b>	<b>130,974,393</b>

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

Account Name	Budget Amount FY 2016	Actual Year to Date 4/30/2016	Percent of Budget	Actual PY to Date 4/30/2015
<b>Expenses</b>				
<b>Salaries and Wages</b>				
Salary Expense-Regular	2,710,710	2,365,632	87.27%	2,025,005
Part Time Salary Expense	36,000	-	-	-
Overtime Salary Expense	3,000	-	-	-
Salary Reserve	40,000	-	-	-
TCDRS	349,552	326,354	93.36%	259,215
FICA	109,682	109,405	99.75%	82,301
FICA MED	34,956	34,433	98.50%	27,917
Health Insurance Expense	232,154	214,306	92.31%	168,567
Life Insurance Expense	6,468	3,623	56.01%	3,276
Auto Allowance Expense	10,200	8,500	83.33%	2,550
Other Benefits	203,942	154,894	75.95%	122,281
Unemployment Taxes	14,400	4,404	30.58%	3
<b>Total Salaries and Wages</b>	<b>3,751,064</b>	<b>3,221,551</b>	<b>85.88%</b>	<b>2,576,214</b>

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

Account Name	Budget Amount FY 2016	Actual Year to Date 4/30/2016	Percent of Budget	Actual PY to Date 4/30/2015
<b>Administrative</b>				
<b>Administrative and Office Expenses</b>				
Accounting	7,500	15,173	202.31%	6,026
Auditing	75,000	36,247	48.33%	51,888
Human Resources	50,000	20,159	40.32%	81,942
IT Services	64,000	49,042	76.63%	49,517
Internet	1,700	4,769	280.51%	1,236
Software Licenses	76,100	22,157	29.12%	18,938
Cell Phones	13,600	9,493	69.80%	12,271
Local Telephone Service	13,000	11,931	91.77%	11,129
Overnight Delivery Services	850	119	13.99%	132
Local Delivery Services	900	276	30.64%	-
Copy Machine	12,000	11,666	97.21%	9,280
Repair & Maintenance-General	1,000	2,950	295.04%	3,060
Meeting Facilities	250	-	-	-
Community Meeting/ Events	2,000	616	30.80%	-
Meeting Expense	15,000	6,378	42.52%	8,545
Public Notices	2,000	-	-	-
Toll Tag Expense	1,700	810	47.64%	932
Parking	3,475	2,364	68.03%	2,873
Mileage Reimbursement	9,600	3,564	37.13%	4,091
Insurance Expense	180,000	108,409	60.23%	76,678
Rent Expense	525,000	393,595	74.97%	352,653
Legal Services	220,000	96,481	43.85%	118,966
<b>Total Administrative and Office Expenses</b>	<b>1,274,675</b>	<b>796,198</b>	<b>62.46%</b>	<b>810,156</b>
<b>Office Supplies</b>				
Books & Publications	5,950	1,082	18.19%	2,122
Office Supplies	12,000	17,830	148.58%	7,977
Computer Supplies	20,200	12,063	59.72%	11,652
Copy Supplies	2,200	1,760	80.02%	939
Other Reports-Printing	13,000	5,088	39.14%	553
Office Supplies-Printed	2,700	3,214	119.04%	1,226
Misc Materials & Supplies	3,000	2,238	74.61%	676
Postage Expense	5,850	485	8.29%	523
<b>Total Office Supplies</b>	<b>64,900</b>	<b>43,760</b>	<b>67.43%</b>	<b>25,668</b>

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

Account Name	Budget Amount FY 2016	Actual Year to Date 4/30/2016	Percent of Budget	Actual PY to Date 4/30/2015
<b>Communications and Public Relations</b>				
Graphic Design Services	50,000	20,335	40.67%	5,546
Website Maintenance	100,000	14,222	14.22%	4,385
Research Services	50,050	-	0.00%	3,898
Communications and Marketing	250,000	140,643	56.26%	122,838
Advertising Expense	225,200	115,035	51.08%	53,813
Direct Mail	10,000	380	3.80%	420
Video Production	20,000	34,229	171.14%	-
Photography	10,000	9,232	92.32%	-
Radio	10,000	-	-	-
Other Public Relations	27,500	71,430	259.75%	-
Promotional Items	17,500	8,322	47.55%	6,979
Displays	5,000	-	-	159
Annual Report printing	14,000	1,706	12.19%	-
Direct Mail Printing	11,300	-	-	-
Other Communication Expenses	1,500	802	53.48%	5,640
<b>Total Communications and Public Relations</b>	<b>802,050</b>	<b>416,337</b>	<b>51.91%</b>	<b>203,676</b>
<b>Employee Development</b>				
Subscriptions	1,500	8,550	570.02%	1,297
Memberships	37,100	38,336	103.33%	31,198
Continuing Education	4,550	331	7.28%	3,520
Professional Development	12,200	303	2.48%	4,743
Other Licenses	950	430	45.26%	457
Seminars and Conferences	41,000	13,486	32.89%	26,177
Travel	88,000	49,781	56.57%	25,286
<b>Total Employee Development</b>	<b>185,300</b>	<b>111,217</b>	<b>60.02%</b>	<b>92,678</b>

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

Account Name	Budget Amount FY 2016	Actual Year to Date 4/30/2016	Percent of Budget	Actual PY to Date 4/30/2015
<b>Financing and Banking Fees</b>				
Trustee Fees	16,000	12,900	80.63%	10,213
Bank Fee Expense	8,000	4,848	60.60%	4,348
Continuing Disclosure	10,000	-	-	19,147
Arbitrage Rebate Calculation	8,000	3,685	46.06%	7,970
Loan Fee Expense	5,000	-	-	-
Rating Agency Expense	50,000	14,000	28.00%	46,500
<b>Total Financing and Banking Fees</b>	<b>97,000</b>	<b>35,433</b>	<b>36.53%</b>	<b>88,178</b>
<b>Total Administrative</b>	<b>2,423,925</b>	<b>1,402,945</b>	<b>57.88%</b>	<b>1,220,356</b>
<b>Operations and Maintenance</b>				
<b>Operations and Maintenance Consulting</b>				
General Engineering Consultant	250,000	-	-	(5,718)
GEC-Trust Indenture Support	142,000	101,073	71.18%	140,206
GEC-Financial Planning Support	10,000	440	-	7,179
GEC-Toll Ops Support	20,000	3,180	15.90%	7,522
GEC-Roadway Ops Support	261,000	292,114	111.92%	270,274
GEC-Technology Support	15,000	37,787	251.91%	-
GEC-Public Information Support	-	43,368	-	738
GEC-General Support	318,000	341,374	107.35%	288,234
General System Consultant	175,000	136,208	77.83%	111,927
Traffic and Revenue Consultant	60,000	73,267	122.11%	43,763
<b>Total Ops and Mtce Consulting</b>	<b>1,251,000</b>	<b>1,028,811</b>	<b>82.24%</b>	<b>864,124</b>
<b>Road Operations and Maintenance</b>				
Roadway Maintenance	1,800,000	993,491	55.19%	531,572
Landscape Maintenance	110,000	108,103	98.28%	138,018
Signal & Illumination Maint	20,000	141,816	709.08%	63,365
Maintenance Supplies-Roadway	30,000	68,460	228.20%	251
Tools & Equipment Expense	250	475	190.16%	227
Gasoline	6,000	2,211	36.85%	1,965
Repair & Maintenance-Vehicles	1,500	7,621	508.08%	2,558
Roadway Operations	-	521	-	-
Electricity - Roadways	160,000	123,238	77.02%	98,272

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

Account Name	Budget Amount FY 2016	Actual Year to Date 4/30/2016	Percent of Budget	Actual PY to Date 4/30/2015
<b>Total Road Operations and Maintenance</b>	<b>2,127,750</b>	<b>1,445,936</b>	<b>67.96%</b>	<b>836,228</b>
<b>Toll Processing and Collection Expense</b>				
Image Processing	4,527,740	1,463,653	32.33%	1,898,229
Tag Collection Fees	2,823,744	2,587,585	91.64%	1,803,858
Court Enforcement Costs	30,000	10,525	35.08%	20,955
DMV Lookup Fees	4,000	1,974	49.35%	2,754
<b>Total Toll Processing and Collections</b>	<b>7,385,484</b>	<b>4,063,737</b>	<b>55.02%</b>	<b>3,725,795</b>
<b>Toll Operations Expense</b>				
Facility maintenance	-	787	-	67
Generator Maintenance	10,000	5,512	55.12%	6,300
Generator Fuel	6,000	1,291	21.51%	749
Fire and Burglar Alarm	500	370	74.02%	370
Elevator Maintenance	2,800	-	-	3,178
Refuse	800	699	87.41%	599
Pest Control	1,600	3,074	192.14%	1,988
Custodial	2,000	1,313	65.63%	2,581
Telecommunications	80,000	63,370	79.21%	67,027
Water	8,000	9,086	113.58%	3,490
Electricity	-	-	-	10,166
Repair & Maintenance Toll Equip	500,000	365,029	73.01%	-
Law Enforcement	265,225	178,233	67.20%	188,888
ETC Maintenance Contract	1,368,000	1,140,774	83.39%	910,358
ETC Testing	70,000	-	-	-
<b>Total Toll Operations</b>	<b>2,314,925</b>	<b>1,769,539</b>	<b>76.44%</b>	<b>1,195,762</b>
<b>Total Operations and Maintenance</b>	<b>13,079,159</b>	<b>8,308,022</b>	<b>63.52%</b>	<b>6,621,909</b>
<b>Other Expenses</b>				
<b>Special Projects and Contingencies</b>				
HERO	1,400,000	911,814	65.13%	1,063,904
Special Projects	200,000	683,208	341.60%	429,757
Other Contractual Svcs	130,000	36,369	27.98%	46,609
Contingency	165,000	21,342	12.93%	-

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

Account Name	Budget Amount FY 2016	Actual Year to Date 4/30/2016	Percent of Budget	Actual PY to Date 4/30/2015
<b>Total Special Projects and Contingencies</b>	<b>1,895,000</b>	<b>1,652,733</b>	<b>87.22%</b>	<b>1,540,271</b>
<b>Non Cash Expenses</b>				
Amortization Expense	275,000	319,358	116.13%	222,210
Amort Expense - Refund Savings	1,030,000	856,550	83.16%	856,550
Dep Exp- Furniture & Fixtures	5,000	1,104	22.07%	-
Dep Expense - Equipment	15,000	7,787	51.91%	6,657
Dep Expense - Autos & Trucks	10,000	4,312	43.12%	5,749
Dep Expense-Buildng & Toll Fac	200,000	147,596	73.80%	147,596
Dep Expense-Highways & Bridges	20,000,000	14,106,715	70.53%	13,844,237
Dep Expense-Communic Equip	250,000	163,429	65.37%	163,429
Dep Expense-Toll Equipment	3,000,000	2,294,852	76.50%	2,285,699
Dep Expense - Signs	350,000	271,578	77.59%	268,643
Dep Expense-Land Improvemts	900,000	737,445	81.94%	729,154
Depreciation Expense-Computers	28,000	13,610	48.61%	21,997
<b>Total Non Cash Expenses</b>	<b>26,063,000</b>	<b>18,924,337</b>	<b>72.61%</b>	<b>18,551,920</b>
<b>Total Other Expenses</b>	<b>27,958,000</b>	<b>20,577,069</b>	<b>73.60%</b>	<b>20,092,191</b>
<b>Non Operating Expenses</b>				
<b>Non Operating Expense</b>				
Bond issuance expense	200,000	177,924	88.96%	177,924
Interest Expense	44,660,046	34,660,565	77.61%	34,369,558
Community Initiatives	65,000	35,000	53.85%	46,000
<b>Total Non Operating Expense</b>	<b>44,925,046</b>	<b>34,873,488</b>	<b>77.63%</b>	<b>34,593,482</b>
<b>Total Expenses</b>	<b>\$ 92,137,194</b>	<b>\$ 68,383,075</b>	<b>74.22%</b>	<b>\$ 65,104,151</b>
<b>Net Income</b>	<b>\$ (26,344,361)</b>	<b>\$ 51,973,895</b>		<b>\$ 65,870,242</b>

## Central Texas Regional Mobility Authority

### Balance Sheet

as of 4/30/2016

as of 4/30/2015

#### Assets

#### Current Assets

##### Cash

Regions Operating Account	\$ 575,866	\$ 807,981
Cash In TexSTAR	582,231	681,097
Regions Payroll Account	54,465	140,408

##### Restricted Cash

Fidelity Govt MMA	332,914,322	226,900,926
Restricted Cash-TexStar	7,030,417	7,552,399
Overpayments account	133,797	77,589

##### Total Cash and Cash Equivalents

	341,291,097	236,160,399
--	-------------	-------------

##### Accounts Receivable

Accounts Receivable	14,485	176,193
Due From TTA	566,017	514,960
Due From NTTA	450,466	296,913
Due From HCTRA	798,947	283,345
Due From TxDOT	2,083,011	1,693,931
Interest Receivable	360,782	45,387

##### Total Receivables

	4,273,707	3,010,730
--	-----------	-----------

##### Short Term Investments

Agencies	217,797,320	49,723,006
----------	-------------	------------

##### Total Short Term Investments

	217,797,320	49,723,006
--	-------------	------------

##### Total Current Assets

	563,362,124	288,894,135
--	-------------	-------------

##### Total Construction In Progress

	297,089,527	129,535,348
--	-------------	-------------

##### Fixed Assets (Net of Depreciation)

Computers	42,972	59,528
Computer Software	1,205,786	968,594
Furniture and Fixtures	32,006	-
Equipment	(4,415)	4,214
Autos and Trucks	21,888	1,725
Buildings and Toll Facilities	5,497,173	5,685,180
Highways and Bridges	611,085,270	608,151,340
Communication Equipment	251,108	408,573
Toll Equipment	17,716,068	20,334,067
Signs	11,310,671	11,495,104
Land Improvements	11,656,362	12,340,653
Right of Way	86,849,829	85,152,004
Leasehold Improvements	164,808	182,910

##### Total Fixed Assets

	745,829,526	744,783,892
--	-------------	-------------

##### Other Assets

Intangible Assets-Net	12,043,873	13,071,733
2005 Bond Insurance Costs	4,750,558	4,964,067
Prepaid Insurance	59,025	38,550

##### Total Other Assets

	16,853,457	18,074,350
--	------------	------------

##### Total Assets

	\$ 1,623,134,634	\$ 1,181,287,725
--	------------------	------------------



## Central Texas Regional Mobility Authority

### Balance Sheet

as of 4/30/2016

as of 4/30/2015

#### Liabilities

#### Current Liabilities

Accounts Payable	\$ 297,118	\$ 1,081,839
Construction Payable-Maha Loop	3,118,236	5,979,245
Overpayments	136,012	79,438
Interest Payable	19,019,154	13,278,492
TCDRS Payable	63,915	41,010
Medical Reimbursement Payable	1,860	-
Due to Other Entities	749,715	526,379
Other	650,000	-

<b>Total Current Liabilities</b>	24,036,010	20,986,402
----------------------------------	------------	------------

#### Long Term Liabilities

Accrued Vac & Sick Leave Payable	189,089	189,089
<b>Total Long Term Payables</b>	189,089	189,089

#### Bonds Payable

Senior Lien Revenue Bonds:		
Senior Lien Revenue Bonds 2010	115,061,728	111,087,397
Senior Lien Revenue Bonds 2011	309,365,339	308,556,138
Senior Refunding Bonds 2013	147,880,000	182,555,000
Senior Lien Revenue Bonds 2015	298,790,000	-
Senior Lien Put Bnd 2015	68,785,000	-
Sn Lien Rev Bnd Prem/Disc 2010	18,949	59,755
Sn Lien Rev Bnd Prem/Disc 2011	(3,274,058)	(3,459,433)
Sn Lien Rev Bnd Prem/Disc 2013	12,394,898	14,627,025
Sn Lien Revenue Bnd Prem 2015	23,369,776	-
Sn Lien Put Bnd Prem 2015	7,763,765	-
<b>Total Senior Lien Revenue Bonds</b>	980,155,398	613,425,882

#### Sub Lien Revenue Bonds:

Subordinated Lien Bond 2011	70,000,000	70,000,000
Sub Refunding Bnds 2013	102,030,000	102,530,000
Sub Lien Bond 2011 Prem/Disc	(1,707,390)	(1,805,371)
Sub Refunding 2013 Prem/Disc	2,895,294	3,382,103
<b>Tot Sub Lien Revenue Bonds</b>	173,217,904	174,106,732

#### Other Obligations

TIFIA Note 2015	50,874	-
SIB Loan 2015	38,025	-
State Highway Fund Loan 2015	38,025	-
2011 Regions Draw Down Note	-	1,730,258
2013 American Bank Loan	5,300,000	5,300,000
<b>Total Other Obligations</b>	5,426,925	7,030,258

<b>Total Long Term Liabilities</b>	1,158,989,316	794,751,961
------------------------------------	---------------	-------------

<b>Total Liabilities</b>	1,183,025,326	815,738,363
--------------------------	---------------	-------------

#### Net Assets

Contributed Capital	35,847,060	35,847,060
Net Assets Beginning	352,288,352	263,492,792
Current Year Operations	51,973,895	66,209,511
<b>Total Net Assets</b>	440,109,308	365,549,362

<b>Total Liabilities and Net Assets</b>	\$ 1,623,134,634	\$ 1,181,287,725
---	------------------	------------------

**Central Texas Regional Mobility Authority**  
**Statement of Cash Flows - FY 2016**  
**as of April 30, 2016**

**Cash flows from operating activities:**

Receipts from toll fees	\$53,042,108
Receipts from Department of Transportation	
Receipts from other fees	51,171
Receipts from interest income	
Payments to vendors	(6,545,965)
Payments to employees	(3,210,413)
Net cash flows provided by (used in) operating activities	<u>43,336,901</u>

**Cash flows from capital and related financing activities:**

Proceeds from bonds	397,333,310
Receipts from Department of Transportation	76,699,517
Payments on principal	(36,905,258)
Payments on interest	(32,908,201)
Acquisitions of construction in progress	(184,604,296)
Net cash flows provided by (used in) capital and related financing activities	<u>219,615,072</u>

**Cash flows from investing activities:**

Interest income	1,067,616
Purchase of investments	(235,420,749)
Proceeds from sale or maturity of investments	46,022,732
Net cash flows provided by (used in) investing activities	<u>(188,330,402)</u>

Net increase (decrease) in cash and cash equivalents 74,621,571

Cash and cash equivalents at beginning of period	<u>259,056,878</u>
Cash and cash equivalents at end of March	<u><u>\$333,678,449</u></u>

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

Operating income	<u>\$19,466,924</u>
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation and amortization	17,748,428
Changes in assets and liabilities:	
Decrease in accounts receivable	(92,085)
(Increase) decrease in prepaid expenses and other assets	(35,895)
(Increase) in non-cash revenue (due from other agencies)	
(Decrease) increase in accounts payable	4,962,575
Increase (decrease) in accrued expenses	111,044
(Decrease) increase in Deferred Revenue	
(Increase) in deferred inflow of resources	1,175,908
Total adjustments	<u>23,869,976</u>
Net cash flows provided by (used in) operating activities	<u><u>\$43,336,901</u></u>

**Reconciliation of cash and cash equivalents:**

Unrestricted cash and cash equivalents	\$764,127
Restricted cash and cash equivalents	<u>332,914,322</u>
Total	<u><u>\$333,678,449</u></u>

## INVESTMENTS by FUND

		Balance April 30, 2016		
<b>Renewal &amp; Replacement Fund</b>				<b>TexSTAR 7,612,647.60</b>
<b>TexSTAR</b>	<b>3,113.23</b>			<b>CD's -</b>
Regions Sweep	688,173.16			Regions Sweep 329,912,915.41
Agencies		691,286.39		Agencies 217,796,931.95
<b>TxDOT Grant Fund</b>				
<b>TexSTAR</b>	<b>82,365.59</b>			<b>\$ 555,322,494.96</b>
Regions Sweep	9,456,245.06			
CD's				
Agencies		9,538,610.65		
<b>Senior Debt Service Reserve Fund</b>				
<b>TexSTAR</b>	<b>591,259.96</b>			
Regions Sweep	27,259,504.23			
Agencies	53,965,224.04	81,815,988.23		
<b>Senior Debt Service Reserve 2015</b>				
Regions Sweep	0.01	0.01		
<b>2010 Senior Lien DSF</b>				
Regions Sweep	1,685,337.29			
<b>TexSTAR</b>	<b>-</b>	1,685,337.29		
<b>2011 Debt Service Acct</b>				
Regions Sweep	7,460,942.46	7,460,942.46		
<b>2013 Sr Debt Service Acct</b>				
Regions Sweep	3,864,466.51	3,864,466.51		
<b>2013 Sub Debt Service Account</b>				
Regions Sweep	1,867,649.95	1,867,649.95		
<b>2015 Sr Capitalized Interest</b>				
Regions Sweep	75,474,503.46	75,474,503.46		
<b>2015A Debt Service Account</b>				
Regions Sweep	3.30	3.30		
<b>2015B Debt Service Account</b>				
Regions Sweep	1,146,532.05	1,146,532.05		
<b>2011 Sub Debt DSRF</b>				
Regions Sweep	7,070,410.84			
CD's		7,070,410.84		
<b>2011 Sub DSF</b>				
Regions Sweep	1,878,513.79	1,878,513.79		
<b>Operating Fund</b>				
<b>TexSTAR</b>	<b>582,230.73</b>			
<b>TexSTAR-Trustee</b>	<b>2,174,025.37</b>			
Regions Sweep	832.44	2,757,088.54		
<b>Revenue Fund</b>				
Regions Sweep	2,531,064.11	2,531,064.11		
<b>General Fund</b>				
<b>TexSTAR</b>	<b>53.78</b>			
Regions Sweep	27,251,096.52			
Agencies	4,417,556.00	31,668,706.30		
<b>2013 Sub Debt Service Reserve Fund</b>				
Regions Sweep	8,464,558.76			
Agencies		8,464,558.76		
<b>MoPac Construction Fund</b>				
Regions Sweep	67,719,509.05	67,719,509.05		
<b>2011 Sub Debt Project fund</b>				
<b>TexSTAR</b>	<b>4,179,598.94</b>			
Agencies				
Regions Sweep	9,871,922.38	14,051,521.32		
<b>2015B Project Account</b>				
Regions Sweep	19,726,965.06			
Agencies	20,292,578.26	40,019,543.32		
<b>2015A Project Account</b>				
Regions Sweep	16,807,947.36			
Agencies	139,121,573.65	155,929,521.01		
<b>2015 TIFIA Project Account</b>				
Regions Sweep	50,183.34	50,183.34		
<b>2015 State Highway Fund Project Account</b>				
Regions Sweep	25,001.37	25,001.37		
<b>2015 SIB Project Account</b>				
Regions Sweep	25,001.37	25,001.37		
<b>2011 Sr Financial Assistance Fund</b>				
Regions Sweep	32,283,974.12	32,283,974.12		
<b>2011 Senior Lien Project Fund</b>				
Regions Sweep	99,219.80			
Agencies		99,219.80		
<b>Developer Deposits</b>				
Regions Sweep	100,021.65	100,021.65		
<b>45SW Trust Account Hays County</b>				
Regions Sweep	84,050.47	84,050.47		
<b>45SW Trust Account Travis County</b>				
Regions Sweep	7,019,285.50	7,019,285.50		
		<u>7,019,285.50</u>		
		<u>\$ 555,322,494.96</u>		

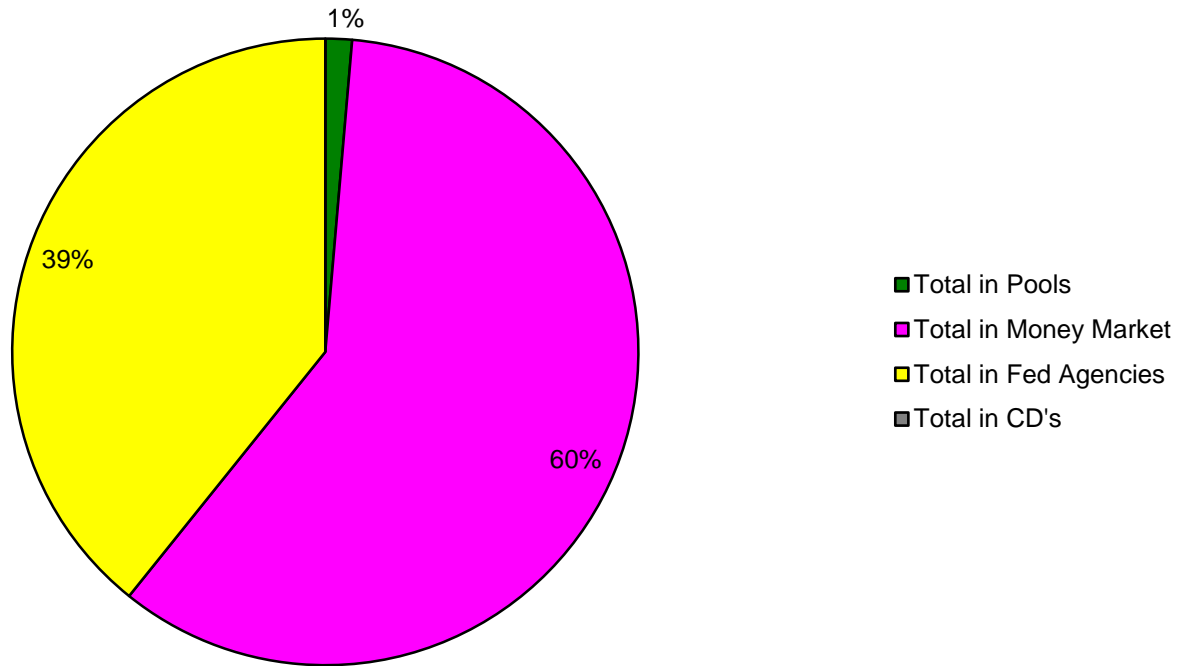
**CTRMA INVESTMENT REPORT**

	Month Ending 4/30/16					Rate Apr 16	
	Balance 4/1/2016	Additions	Discount Amortization	Accrued Interest	Withdrawals		Balance 4/30/2016
<b>Amount in Trustee TexStar</b>							
2011 Sub Lien Construction Fund	4,178,329.81			1,269.13		4,179,598.94	0.373%
General Fund	53.78					53.78	0.373%
Trustee Operating Fund	1,973,366.87	1,300,000.00		658.50	1,100,000.00	2,174,025.37	0.373%
Renewal and Replacement	3,112.31			0.92		3,113.23	0.373%
TxDOT Grant Fund	82,340.61			24.98		82,365.59	0.373%
Senior Lien Debt Service Reserve Fund	591,080.42			179.54		591,259.96	0.373%
	<b>6,828,283.80</b>	<b>1,300,000.00</b>		<b>2,133.07</b>	<b>1,100,000.00</b>	<b>7,030,416.87</b>	
<b>Amount in TexStar Operating Fund</b>	<b>582,053.94</b>	<b>1,100,000.00</b>		<b>176.79</b>	<b>1,100,000.00</b>	<b>582,230.73</b>	<b>0.373%</b>
<b>Regions Sweep Money Market Fund</b>							
Operating Fund	0.00	1,300,832.44			1,300,000.00	832.44	0.100%
45SW Trust Account Travis County	7,317,972.72			649.87	299,337.09	7,019,285.50	0.100%
45SW Trust Account Hays County	84,558.61			7.18	515.32	84,050.47	0.100%
2015A Project Account	9,512,039.72	25,869,361.73		104,653.92	18,678,108.01	16,807,947.36	0.100%
2015B Project Account	19,725,292.54			1,672.52		19,726,965.06	0.100%
2015 State Highway Fund Project Acct	1.37	25,000.00				25,001.37	0.100%
2015 TIFIA Project Account	183.32	50,000.00		0.02		50,183.34	0.100%
2015 SIB Project Account	1.37	25,000.00				25,001.37	0.100%
2011 Sub Lien Project Acct	9,901,295.12			849.15	30,221.89	9,871,922.38	0.100%
2011 Senior Lien Project Acct	99,209.73			10.07		99,219.80	0.100%
Developer Deposits	100,013.16			8.49		100,021.65	0.100%
2011 Sr Financial Assistance Fund	29,281,487.20	3,000,000.00		2,486.92		32,283,974.12	0.100%
2010 Senior DSF	1,264,064.92	421,181.17		91.20		1,685,337.29	0.100%
2011 Senior Lien Debt Service Acct	6,717,300.03	743,102.07		540.36		7,460,942.46	0.100%
2011 Sub Debt Service Fund	1,636,338.48	242,053.84		121.47		1,878,513.79	0.100%
2013 Senior Lien Debt Service Acct	2,899,021.49	965,235.82		209.20		3,864,466.51	0.100%
2013 Subordinate Debt Service Acct	1,400,897.30	466,651.57		101.08		1,867,649.95	0.100%
2015 Sr Capitalized Interest	75,468,093.84			6,409.62		75,474,503.46	0.100%
2015 Regions Bank Loan	0.01				0.01	0.00	0.100%
2015A Debt Service Acct	3.30					3.30	0.100%
2015B Debt Service Acct	859,868.96	286,601.05		62.04		1,146,532.05	0.100%
TxDOT Grant Fund	9,455,442.00			803.06		9,456,245.06	0.100%
Renewal and Replacement	688,114.72			58.44		688,173.16	0.100%
Revenue Fund	3,540,558.39	6,083,916.49		241.62	7,093,652.39	2,531,064.11	0.100%
General Fund	28,752,744.21	3,367,023.73		2,426.63	4,871,098.05	27,251,096.52	0.100%
2011 Sub Debt Service Reserve Fund	7,069,810.39			600.45		7,070,410.84	0.100%
Senior Lien Debt Service Reserve Fund	43,822,812.19	2,504,375.00		3,322.39	19,071,005.35	27,259,504.23	0.100%
Senior Lien Debt Proceeds	0.00			0.01		0.01	0.100%
2013 Sub Debt Service Reserve Fund	8,463,839.91			718.85		8,464,558.76	0.100%
MoPac Managed Lane Construction Fund	71,607,858.92			6,429.46	3,894,779.33	67,719,509.05	0.100%
	<b>339,668,823.92</b>	<b>45,350,334.91</b>	<b>0.00</b>	<b>132,474.02</b>	<b>55,238,717.44</b>	<b>329,912,915.41</b>	
<b>Amount in Fed Agencies and Treasuries</b>							
Amortized Principal	188,823,024.54	31,516,343.45	(42,436.04)		2,500,000.00	217,796,931.95	
	<b>188,823,024.54</b>	<b>31,516,343.45</b>				<b>217,796,931.95</b>	
<b>Certificates of Deposit</b>						<b>0.00</b>	
<b>Total in Pools</b>	<b>7,410,337.74</b>	<b>2,400,000.00</b>		<b>2,309.86</b>	<b>2,200,000.00</b>	<b>7,612,647.60</b>	
<b>Total in Money Market</b>	<b>339,668,823.92</b>	<b>45,350,334.91</b>		<b>132,474.02</b>	<b>55,238,717.44</b>	<b>329,912,915.41</b>	
<b>Total in Fed Agencies</b>	<b>188,823,024.54</b>	<b>31,516,343.45</b>	<b>(42,436.04)</b>		<b>2,500,000.00</b>	<b>217,796,931.95</b>	
<b>Total Invested</b>	<b>535,902,186.20</b>	<b>79,266,678.36</b>	<b>(42,436.04)</b>	<b>134,783.88</b>	<b>59,938,717.44</b>	<b>555,322,494.96</b>	

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

William Chapman, CFO

## Allocation of Funds



Amount of investments As of April 30, 2016

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
Federal Home loan Bank	3130A4MN9	<b>MATURED</b>	<b>MATURED</b>	<b>MATURED</b>	0.3650%	3/11/2015	4/6/2016	Senior DSRF
Farmer Mac	31315PV55	2,501,200.00	2,500,500.00	2,503,750.00	0.7751%	3/11/2015	2/23/2017	Senior DSRF
Federal Farm Credit	3133ECA79	4,959,250.00	4,973,965.28	4,993,750.00	1.2155%	3/11/2015	3/19/2018	Senior DSRF
Northeast Texas ISD	659155HF6	2,534,600.00	2,508,650.00	2,508,675.00	0.6010%	8/3/2015	8/1/2016	Senior DSRF
Federal Farm Credit	3133EE4K3	24,928,346.00	24,942,214.52	24,994,500.00	0.7200%	1/13/2016	7/21/2017	Senior DSRF
Federal Home loan Bank	3130A5K57	1,254,574.50	1,254,822.22	1,255,000.00	0.3300%	2/5/2016	6/30/2016	2015A Sr Project
Federal Farm Credit	3133EFSG3	10,057,749.23	10,052,430.22	10,047,100.00	0.8421%	2/8/2016	3/14/2018	2015B Sr Project
Federal Home loan Bank	313378QK0	10,253,642.07	10,240,148.04	10,246,600.00	1.0369%	2/8/2016	3/8/2019	2015B Sr Project
Federal Home loan Bank	3030A3J70	5,001,836.28	5,001,312.55	17,009,690.00	0.5781%	2/9/2016	11/23/2016	2015A Sr Project
Federal Home loan Bank	3030A3J70	12,005,994.72	12,003,763.35		0.5580%	2/23/2016	11/23/2016	2015A Sr Project
Freddie Mac	3137EADF3	16,124,658.17	16,099,435.75	16,094,560.00	0.6259%	2/9/2016	11/23/2016	2015A Sr Project
Freddie Mac	3134G4Z84	9,850,343.91	9,843,706.95	9,841,846.00	0.8097%	2/18/2016	10/10/2017	2015A Sr Project
Federal Farm Credit	3133ECKC7	8,000,866.72	8,000,722.27	8,001,840.00	0.6400%	2/23/2016	3/28/2017	2015A Sr Project
Federal Home loan Bank	3130A2T97	8,270,315.03	8,270,262.53	8,271,984.80	0.4922%	3/30/2016	9/28/2016	2015A Sr Project
Federal Home loan Bank	3030A62S5	6,984,310.89	6,985,947.68	7,002,800.00	0.9053%	3/14/2016	8/28/2017	2015A Sr Project
Fannie MAE	3035G0GY3	8,037,563.20	8,031,096.62	8,038,640.00	0.7122%	3/14/2016	1/30/2017	2015A Sr Project
Fannie MAE	3135G0JA2	8,031,624.00	8,028,249.73	8,035,840.00	0.9023%	3/14/2016	4/27/2017	2015A Sr Project
Federal Home loan Bank	3030A7JU0	9,001,789.65	9,001,640.51	9,004,770.00	0.7103%	3/30/2016	3/30/2017	2015A Sr Project
Federal Home loan Bank	303370S22	14,536,023.18	14,504,242.83	14,533,005.00	0.9023%	3/7/2016	9/8/2017	2015A Sr Project
Federal Home loan Bank	3030A5QL6	8,000,900.56	8,000,787.99	8,012,400.00	0.7913%	3/4/2016	6/30/2017	2015A Sr Project
Freddie Mac	3137EADT3	8,013,462.84	8,011,451.70	8,016,720.00	0.6999%	3/4/2016	2/22/2017	2015A Sr Project
Federal Home loan Bank	313379FW4	8,027,415.64	8,025,237.76	8,026,880.00	0.7098%	3/30/2016	6/9/2017	2015A Sr Project
Federal Home loan Bank	3030A6SW8	10,039,900.00	10,039,900.00	10,031,700.00	0.7616%	4/11/2016	12/19/2016	Senior DSRF
Federal Home loan Bank	3030A6SW8	4,417,556.00	4,417,556.00	4,413,948.00	0.7616%	4/11/2016	12/19/2016	General
Federal Home loan Bank	313371PV2	8,058,893.21	8,058,893.21	8,053,120.00	0.4985%	4/12/2016	12/9/2016	2015A Sr Project
Federal Home loan Bank	3130A7T62	8,999,994.24	8,999,994.24	9,000,180.00	0.5501%	4/18/2016	1/18/2017	Senior DSRF
		<u>217,892,810.04</u>	<u>217,796,931.95</u>	<u>217,939,298.80</u>				

Agency	CUSIP #	COST	Cumulative Amortization	4/30/2016		Interest Income April 30, 2016			
				Book Value	Maturity Value	Accrued Interest	Amortization	Interest Earned	
Federal Home loan Bank	3130A4MN9	<b>MATURED</b>	<b>MATURED</b>	<b>MATURED</b>	2,500,000.00		729.17	33.33	762.50
Farmer Mac	31315PV55	2,501,200.00	700.00	2,500,500.00	2,500,000.00	1,666.67	(50.00)	1,616.67	
Federal Farm Credit	3133ECA79	4,959,250.00	(14,715.28)	4,973,965.28	5,000,000.00	3,916.67	1,131.94	5,048.61	
Northeast Texas ISD	659155HF6	2,534,600.00	25,950.00	2,508,650.00	2,500,000.00	4,166.67	(2,883.33)	1,283.34	
Federal Farm Credit	3133EE4K3	24,928,346.00	(13,868.52)	24,942,214.52	25,000,000.00	15,000.00	3,852.37	18,852.37	
Federal Home loan Bank	3130A5K57	1,254,574.50	(247.72)	1,254,822.22	1,255,000.00	425.50	87.43	512.93	
Federal Farm Credit	3133EFSG3	10,057,749.23	5,319.01	10,052,430.22	10,000,000.00	9,166.67	(2,279.58)	6,887.09	
Federal Home loan Bank	313378QK0	10,253,642.07	13,494.03	10,240,148.04	10,000,000.00	15,625.00	(6,861.37)	8,763.63	
Federal Home loan Bank	3030A3J70	5,001,836.28	523.73	5,001,312.55	5,000,000.00	3,906.25	(193.97)	3,712.28	
Federal Home loan Bank	3030A3J70	12,005,994.72	2,231.37	12,003,763.35	12,000,000.00	9,375.00	(999.12)	8,375.88	
Freddie Mac	3137EADF3	16,124,658.17	25,222.42	16,099,435.75	16,000,000.00	25,000.00	(8,407.47)	16,592.53	
Freddie Mac	3134G4Z84	9,850,343.91	6,636.96	9,843,706.95	9,800,000.00	18,375.00	(2,212.32)	16,162.68	
Federal Farm Credit	3133ECKC7	8,000,866.72	144.45	8,000,722.27	8,000,000.00	4,333.33	(65.66)	4,267.67	
Federal Home loan Bank	3130A2T97	8,270,315.03	52.50	8,270,262.53	8,270,000.00	3,445.83	(52.50)	3,393.33	
Federal Home loan Bank	3030A62S5	6,984,310.89	(1,636.79)	6,985,947.68	7,000,000.00	4,375.00	818.39	5,193.39	
Fannie MAE	3035G0GY3	8,037,563.20	6,466.58	8,031,096.62	8,000,000.00	10,000.00	(3,233.29)	6,766.71	
Fannie MAE	3135G0JA2	8,031,624.00	3,374.27	8,028,249.73	8,000,000.00	22,500.00	(1,687.14)	20,812.86	
Federal Home loan Bank	3030A7JU0	9,001,789.65	149.14	9,001,640.51	9,000,000.00	5,925.00	(149.14)	5,775.86	
Federal Home loan Bank	303370S22	14,536,023.18	31,780.35	14,504,242.83	14,250,000.00	26,718.75	(15,890.18)	10,828.57	
Federal Home loan Bank	3030A5QL6	8,000,900.56	112.57	8,000,787.99	8,000,000.00	10,666.67	(56.28)	10,610.39	
Freddie Mac	3137EADT3	8,013,462.84	2,011.14	8,011,451.70	8,000,000.00	5,833.33	(1,160.27)	4,673.06	
Federal Home loan Bank	313379FW4	8,027,415.64	2,177.88	8,025,237.76	8,000,000.00	20,000.00	(2,177.88)	17,822.12	
Federal Home loan Bank	3030A6SW8	10,039,900.00	-	10,039,900.00	10,000,000.00	0.00		0.00	
Federal Home loan Bank	3030A6SW8	4,417,556.00	-	4,417,556.00	4,400,000.00	0.00		0.00	
Federal Home loan Bank	313371PV2	8,058,893.21	-	8,058,893.21	8,000,000.00	0.00		0.00	
Federal Home loan Bank	3130A7T62	8,999,994.24	-	8,999,994.24	9,000,000.00	0.00		0.00	
		<u>217,892,810.04</u>	<u>95,878.09</u>	<u>217,796,931.95</u>	<u>219,475,000.00</u>		<u>221,150.51</u>	<u>(42,436.04)</u>	<u>178,714.47</u>

April 30, 2016

Certificates of Deposit Outstanding

Bank	CUSIP #	COST	Yield to Maturity	Purchased	Matures	April 30, 2016 Interest	FUND
		- <u>                    </u>				\$ - <u>                    </u>	

Travis County Escrow account					
Balance		Accrued		Balance	
4/1/2016	Additions	Interest	Withdrawals	4/30/2016	
\$ 3,018,294.49		\$ 256.57	\$ 12,144.36	\$ 3,006,406.70	



## Monthly Newsletter - April 2016

### Performance

#### As of April 30, 2016

Current Invested Balance	\$5,540,251,067.80
Weighted Average Maturity (1)	49 Days
Weighted Average Maturity (2)	112 Days
Net Asset Value	1.000144
Total Number of Participants	805
Management Fee on Invested Balance	0.05%*
Interest Distributed	\$1,934,408.96
Management Fee Collected	\$229,970.03
% of Portfolio Invested Beyond 1 Year	8.03%
Standard & Poor's Current Rating	AAAm

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

#### April Averages

Average Invested Balance	\$5,611,351,396.62
Average Monthly Yield, on a simple basis	0.3696%
Average Weighted Average Maturity (1)*	46 Days
Average Weighted Average Maturity (2)*	106 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 April:

★ Fort Bend County MUD 58

★ Waller County ID No. 2

### Holiday Reminder

In observance of **Memorial Day, TexSTAR will be closed on Monday, May 30, 2016.** All ACH transactions initiated on Friday, May 27th will settle on Tuesday, May 31st. Notification of any early transaction deadlines on the business day preceding this holiday will be sent by email to the primary contact on file for all TexSTAR participants. Please plan accordingly for your liquidity needs.

### Economic Commentary

After a volatile start to the year, the markets began to settle in as rates rose steadily and credit spreads tightened throughout the month of April. Risk assets have enjoyed strong gains as oil prices have stabilized, concerns in China have subsided and the Federal Reserve has remained dovish on future rate hikes. Corporate earnings releases came in better than expected given that estimates had been revised downward earlier in the year. While the labor market continued to improve, economic activity has stalled and growth fell a bit below trend. Inflation moderated, consumption was soft, and while the industrial sector showed some signs of life last month, improvement paused in April. First quarter GDP number was reported during the month showing a slightly weaker number than anticipated on a quarter-over-quarter basis at 0.5%. After signaling greater emphasis on downside risk management at the March meeting, the Fed was limited this month in its ability to raise rates or shift their message significantly. The April FOMC meeting resulted in an unchanged policy rate as anticipated. The statement released post meeting was perceived as slightly dovish. Although the Fed softened language related to the risks from global economic and financial conditions, the tone of the statement was still one of caution as the statement emphasized slowing domestic economic activity.

GDP is anticipated to rebound from the lackluster first quarter economic activity. The consumer should recapture some of its momentum as the elevated savings rate, strong job growth, positive real income, energy savings and improved net worth remains supportive. Housing construction should benefit from rising household formations, easier access to credit and lower mortgage rates but business spending remains a challenge. The reduced headwind from the energy sector should be a positive, but the weak global demand outlook provides little impetus for non-energy corporations to increase spending. Government spending should remain benign as no major legislation is expected ahead of the Presidential elections. The March FOMC meeting appears to have signaled a shift in how the Fed is reacting toward data and financial conditions. Fed chair Janet Yellen emphasized risk management and a cautious approach toward normalizing when the global economic and financial conditions remain challenging. Currently one rate hike is forecasted during 2016, given the softer economic data in the US, the shift toward a risk managed approach taken by the FOMC and calendar effects related to key event risks.

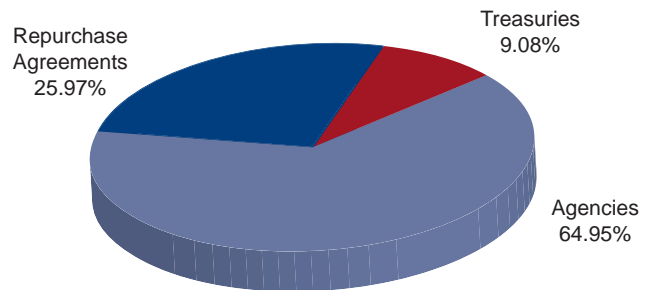
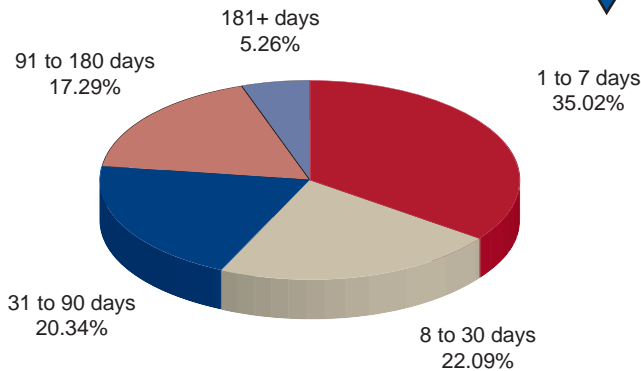
This information is an excerpt from an economic report dated April 2016 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

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

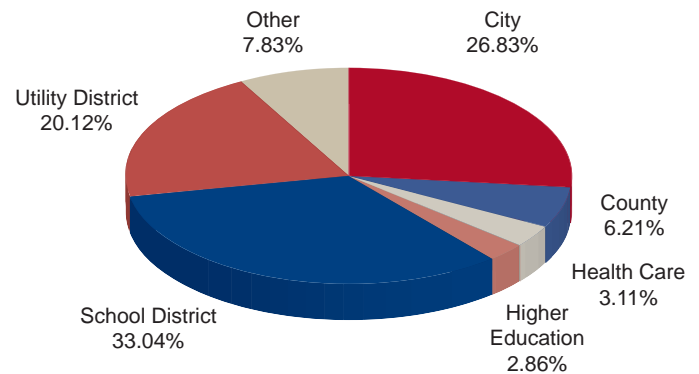


# Information at a Glance

## Portfolio by Type of Investment As of April 30, 2016



## Portfolio by Maturity As of April 30, 2016



## Distribution of Participants by Type As of April 30, 2016

# Historical Program Information

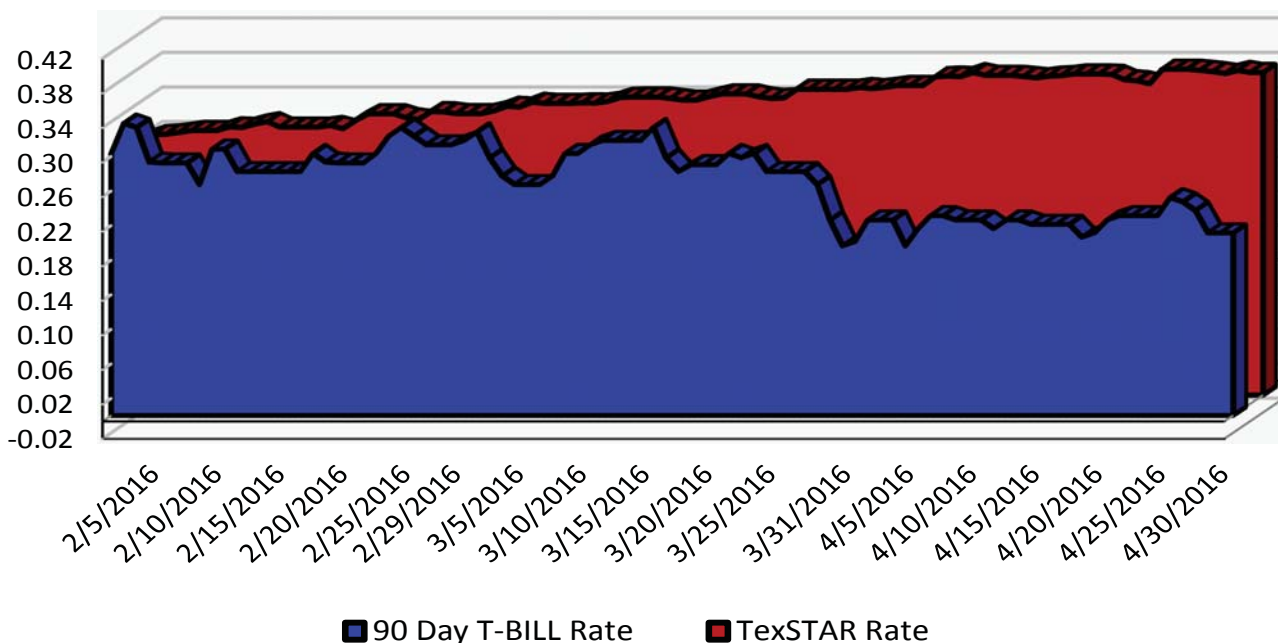
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Apr 16	0.3696%	\$5,540,251,067.80	\$5,541,072,494.98	1.000144	46	106	805
Mar 16	0.3450%	5,594,793,523.15	5,595,290,113.49	1.000088	45	86	803
Feb 16	0.3147%	6,329,887,983.78	6,330,019,653.99	1.000020	46	85	797
Jan 16	0.2713%	5,856,455,946.61	5,856,245,669.97	0.999964	41	79	797
Dec 15	0.1868%	5,077,006,074.74	5,076,619,261.50	0.999915	45	75	797
Nov 15	0.1155%	4,985,405,721.88	4,985,138,368.79	0.999946	48	80	797
Oct 15	0.1099%	5,137,746,592.55	5,138,104,083.30	1.000066	45	72	796
Sep 15	0.0994%	5,171,964,839.33	5,172,390,234.79	1.000082	46	62	796
Aug 15	0.0823%	5,444,712,315.25	5,444,863,919.29	1.000027	47	60	796
Jul 15	0.0722%	5,191,663,669.11	5,192,008,905.67	1.000063	50	63	795
Jun 15	0.0719%	5,113,377,874.72	5,113,798,319.64	1.000082	52	68	794
May 15	0.0643%	5,481,487,398.04	5,481,958,268.19	1.000085	52	70	794

# Portfolio Asset Summary as of April 30, 2016

	Book Value	Market Value
Uninvested Balance	\$ 128,332,614.31	\$ 128,332,614.31
Accrual of Interest Income	2,069,544.66	2,069,544.66
Interest and Management Fees Payable	(2,061,209.30)	(2,061,209.30)
Payable for Investment Purchased	(100,103,634.00)	(100,103,634.00)
Repurchase Agreement	1,431,441,999.74	1,431,441,999.74
Government Securities	4,080,571,752.39	4,081,393,179.57
<b>Total</b>	<b>\$ 5,540,251,067.80</b>	<b>\$ 5,541,072,494.98</b>

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

# TexSTAR versus 90-Day Treasury Bill



This material is for information purposes only. This information does not represent an offer to buy or sell a security. The above rate information is obtained from sources that are believed to be reliable; however, its accuracy or completeness may be subject to change. The TexSTAR management fee may be waived in full or in part at the discretion of the TexSTAR co-administrators and the TexSTAR rate for the period shown reflects waiver of fees. This table represents 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 April 2016

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
4/1/2016	0.3582%	0.000009814	\$5,552,052,607.31	1.000090	46	87
4/2/2016	0.3582%	0.000009814	\$5,552,052,607.31	1.000090	46	87
4/3/2016	0.3582%	0.000009814	\$5,552,052,607.31	1.000090	46	87
4/4/2016	0.3683%	0.000010091	\$5,522,981,459.69	1.000083	48	98
4/5/2016	0.3691%	0.000010112	\$5,532,955,144.61	1.000089	48	107
4/6/2016	0.3685%	0.000010095	\$5,521,620,726.24	1.000082	49	108
4/7/2016	0.3731%	0.000010221	\$5,527,504,078.32	1.000092	49	111
4/8/2016	0.3699%	0.000010134	\$5,583,181,502.59	1.000091	47	108
4/9/2016	0.3699%	0.000010134	\$5,583,181,502.59	1.000091	47	108
4/10/2016	0.3699%	0.000010134	\$5,583,181,502.59	1.000091	47	108
4/11/2016	0.3686%	0.000010098	\$5,630,693,968.40	1.000087	46	106
4/12/2016	0.3670%	0.000010054	\$5,700,805,698.54	1.000080	45	104
4/13/2016	0.3690%	0.000010109	\$5,690,541,191.77	1.000081	44	104
4/14/2016	0.3696%	0.000010127	\$5,686,991,338.69	1.000077	44	109
4/15/2016	0.3715%	0.000010178	\$5,648,912,430.12	1.000081	42	108
4/16/2016	0.3715%	0.000010178	\$5,648,912,430.12	1.000081	42	108
4/17/2016	0.3715%	0.000010178	\$5,648,912,430.12	1.000081	42	108
4/18/2016	0.3709%	0.000010162	\$5,605,576,272.53	1.000085	42	108
4/19/2016	0.3648%	0.000009995	\$5,691,830,148.54	1.000121	41	105
4/20/2016	0.3636%	0.000009963	\$5,668,069,747.38	1.000119	40	105
4/21/2016	0.3602%	0.000009869	\$5,661,778,901.51	1.000149	45	107
4/22/2016	0.3770%	0.000010329	\$5,634,575,092.97	1.000134	46	109
4/23/2016	0.3770%	0.000010329	\$5,634,575,092.97	1.000134	46	109
4/24/2016	0.3770%	0.000010329	\$5,634,575,092.97	1.000134	46	109
4/25/2016	0.3757%	0.000010292	\$5,620,821,333.49	1.000135	46	110
4/26/2016	0.3742%	0.000010253	\$5,596,513,983.58	1.000146	48	111
4/27/2016	0.3720%	0.000010193	\$5,717,391,589.58	1.000142	47	110
4/28/2016	0.3756%	0.000010291	\$5,627,799,281.01	1.000148	50	113
4/29/2016	0.3732%	0.000010226	\$5,540,251,067.80	1.000144	49	112
4/30/2016	0.3732%	0.000010226	\$5,540,251,067.80	1.000144	49	112
Average	0.3696%	0.000010125	\$5,611,351,396.62		46	106

TexSTAR Participant Services  
FirstSouthwest, A Division of Hilltop Securities  
1201 Elm Street, Suite 3500  
Dallas, Texas 75270



## **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>David Medanich</i>	<i>FirstSouthwest / Hilltop Securities</i>	<i>Governing Board Secretary</i>
<i>Jennifer Novak</i>	<i>J.P. Morgan Asset Management</i>	<i>Governing Board Asst. Sec./Treas.</i>
<i>Eric Cannon</i>	<i>City of Allen</i>	<i>Advisory Board</i>
<i>Nicole Conley</i>	<i>Austin ISD</i>	<i>Advisory Board</i>
<i>Monte Mercer</i>	<i>North Central TX Council of Government</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](http://www.texstar.org)**



**J.P.Morgan**  
Asset Management



**CENTRAL TEXAS  
Regional Mobility Authority**

Meeting Date: June 15, 2016  
AGENDA ITEM #9

---

Authorize the advertisement of bid proposals for construction services for the SH 45 Southwest Project.

Strategic Plan Relevance: Regional Mobility  
Department: Engineering  
Contact: Justin Word, P.E., Director of Engineering  
Associated Costs: not to exceed \$80M  
Funding Source: Project Funds  
Action Requested: Consider and act on draft resolution

Summary:

The SH 45 Southwest project is a new alignment roadway, 4-lane toll road extending 3.6 miles from MoPac South to FM 1626. Significant work has been put forth to develop a design that provides increased mobility in southwest Travis County and northern Hays County, and includes a high level of environmental protections. Construction plans and specifications are now ready to be advertised in an effort to procure a contractor.

Staff requests Board to authorization for the procurement of construction services for the SH 45 Southwest Project. Following receipt of bids, the responsive low bidder will be presented to the Board of Directors by staff for final approval for the award of contract at the August 3 Board Meeting. No funds will be committed until the contract is executed.

Backup provided: Draft Resolution for Board Consideration;  
Board Presentation

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

**RESOLUTION NO. 16-0XX**

**AUTHORIZE PROCUREMENT OF  
CONSTRUCTION SERVICES FOR THE SH 45 SW PROJECT**

WHEREAS, the Mobility Authority is developing 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 (the “SH 45 SW Project”); and

WHEREAS, the Executive Director recommends procuring construction services for the SH 45 SW Project.

NOW THEREFORE, BE IT RESOLVED that the Executive Director is hereby authorized and directed to advertise for bid proposals for construction services for the SH 45 SW 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 15<sup>th</sup> day of June, 2016.

Submitted and reviewed by:

Approved:

---

Geoffrey Petrov, General Counsel

---

Ray A. Wilkerson  
Chairman, Board of Directors



**CENTRAL TEXAS  
Regional Mobility Authority**

June 15, 2016  
AGENDA ITEM #10

---

Presentation and discussion on Waiver of  
Primacy on the SH 45 Southwest Project.

Strategic Plan Relevance: Regional Mobility  
Department: Legal  
Contact: Geoff Petrov, General Counsel  
Associated Costs: N/A  
Funding Source: N/A  
Action Requested: Presentation and Discussion Only.

Summary:

Presentation on issues related to the potential waiver of primacy for the SH 45SW Project.

Backup provided: Board Presentation.



**CENTRAL TEXAS  
Regional Mobility Authority**

June 15, 2016  
AGENDA ITEM #11

---

Approve Agreement with Parsons Brinkerhoff  
for general engineering consulting services

Strategic Plan Relevance: Regional Mobility  
Department: Engineering  
Contact: Justin Word, P.E., Director of Engineering  
Associated Costs: \$0  
Funding Source: N/A  
Action Requested: Consider and act on draft resolution

Summary:

At the March 30, 2016 Board meeting, the Executive Director was authorized to negotiate a general engineering consulting services contract with Parsons Brinkerhoff. The Executive Director seeks Board authorization to execute the Agreement that will establish the terms for project management, preparation/management of feasibility project details, environmental documents, and PS&E documents, procurement services, construction engineering and inspection services, tolling and ITS services, right of way services, utility relocation services, renewal/replacement maintenance support services, maintenance oversight services, public involvement services, scheduling services, toll and traffic operations services, programmatic services, administrative support services, asset management services, and contract/LGPP support services.

Backup provided: Draft Resolution for Board Consideration;  
Draft Agreement

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

**RESOLUTION NO. 16-0XX**

**APPROVAL TO EXECUTE MASTER AGREEMENT  
WITH PARSONS BRINCKERHOFF, INC. FOR  
GENERAL ENGINEERING CONSULTING SERVICES**

WHEREAS, by Resolution No. 15-076, the Board of Directors authorized the Executive Director to procure general engineering consulting services; and

WHEREAS, by Resolution No. 16-017, the Board of Directors approved the selection of Parsons Brinkerhoff, Inc. and authorized the Executive Director to negotiate a general engineering consulting services contract with Parsons Brinkerhoff Inc.; and

WHEREAS, the Executive Director and Parsons Brinkerhoff, Inc. have reached an agreement on a Master Agreement for general engineering consulting Services; and

WHEREAS, the proposed Master Agreement is attached hereto as Exhibit A and sets forth the Scope of Services, Rate Schedule and other terms;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby adopts and approves the Master Agreement in substantially the form attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to finalize and execute the Master Agreement with Parsons Brinkerhoff Inc. on behalf of the Mobility Authority.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 15<sup>th</sup> day of June 2016.

Submitted and reviewed by:

Approved:

\_\_\_\_\_  
Geoffrey Petrov, General Counsel

\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors



**Exhibit A**

**DRAFT**



**CENTRAL TEXAS  
Regional Mobility Authority**

**CENTRAL TEXAS  
REGIONAL MOBILITY AUTHORITY**

**AGREEMENT FOR**

**GENERAL CONSULTING  
CIVIL ENGINEERING SERVICES**

**TABLE OF CONTENTS**

1. THE SERVICES, GENERALLY .....1

2. SCOPE OF SERVICES .....3

3. “CONSULTING ENGINEERS” UNDER TRUST AGREEMENTS.....3

4. COMPENSATION .....3

    a. Basis for Compensation .....3

    b. Computation and Adjustment of the Auditable Overhead Rate ..... 5

    c. Expenses .....6

    d. Non-compensable Time .....7

    e. Invoices and Records .....7

    f. Effect of Payments .....8

    g. No Adjustments to Direct Labor Costs and Auditable Overhead rate .....9

    h. Commercial Pricing .....9

    i. Place of Payment .....9

    j. Timing of Payments .....9

    k. Taxes .....11

    l. As-Needed Basis .....12

    m. Compensation of Sub consultants .....12

5. TIME OF PERFORMANCE .....12

6. TERMINATION FOR DEFAULT .....13

7. OPTIONAL TERMINATION .....14

    a. Generally .....14

    b. No Further Rights, Etc. ....14

    c. No Further Compensation .....15

8. TERMINATION, GENERALLY .....15

9. SUSPENSION OR MODIFICATION OF SERVICES; DELAYS AND DAMAGES .....15

10. PERSONNEL, EQUIPMENT AND MATERIAL, GENERALLY .....16

    a. Adequate Personnel, Etc. ....16

    b. Notification of Personnel Change .....17

    c. Removal of Personnel .....18

    d. GEC Furnishes Equipment, Etc. ....18

    e. Key Personnel .....18

11. PLANNING AND PERFORMANCE REVIEWS; INSPECTIONS .....19

12. PERSONNEL AT AUTHORITY’S FACILITIES .....19

13. OWNERSHIP OF PLANS .....20

    a. Generally .....20

    b. Separate Assignment .....21

14. WORK AUTHORIZATIONS / LETTER AGREEMENTS .....22

    a. Formal Work Authorizations. ....22

    b. Letter Agreements .....22

15. SUBCONTRACTING .....23

16. SUBLETTING .....23

17. APPEARANCE AS WITNESS AND ATTENDANCE AT MEETINGS .....24

    a. Witness .....24

- b. Meetings.....24
- 18. COMPLIANCE WITH LAWS.....24
- 19. INSURANCE.....25
  - a. Workers’ Compensation Insurance.....25
  - b. Comprehensive General Liability Insurance. ....25
  - c. Comprehensive Automobile Liability Insurance.....25
  - d. Excess Liability Insurance.....26
  - e. Valuable Papers Insurance.....26
  - f. Architects and/or Engineers Professional Liability insurance.....26
  - g. General for All Insurance.....26
- 20. RELATIONSHIP BETWEEN THE PARTIES.....27
- 21. AUTHORITY INDEMNIFIED.....28
- 22. DELIVERY OF NOTICES, ETC.....29
  - a. Notices to the Authority.....29
  - b. Notices to the GEC.....30
  - c. Date of Delivery.....30
- 23. REPORTS OF ACCIDENTS, ETC.....30
- 24. AUTHORITY’S ACTS.....31
- 25. LIMITATIONS.....31
- 26. CAPTIONS NOT A PART HEREOF.....31
- 27. CONTROLLING LAW, VENUE.....31
- 28. TIME OF ESSENCE.....32
- 29. SEVERABILITY.....32
- 30. SUCCESSORS.....32
- 31. AUTHORIZATION.....33
- 32. INTERPRETATION.....33
- 33. CONFLICTS OF INTEREST.....33
- 34. THE COMPLETE AGREEMENT.....34

**APPENDIX A**      SCOPE OF SERVICES

**APPENDIX B**      RATE SCHEDULE

**APPENDIX C**      KEY PERSONNEL

**APPENDIX D**      WORK AUTHORIZATION

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**  
**AGREEMENT FOR**  
**GENERAL CONSULTING CIVIL ENGINEERING SERVICES**

**THIS AGREEMENT**, made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016, and by and between the **CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**, 3300 N. IH-35, Suite 300, Austin, TX 78705, hereinafter referred to as the “Authority”, and **PARSONS BRINCKERHOFF, INC.**, 901 Expressway South, Suite 595; Austin TX 78746-5748, hereinafter referred to as the “GEC”.

**W I T N E S S E T H:**

**WHEREAS**, pursuant to that certain Request for Qualifications dated January 7, 2016 (the “Request for Qualifications”), the Central Texas Regional Mobility Authority (the “Authority”) sought to identify and obtain the services of a qualified engineering firm to provide general consulting civil engineering services as the General Engineering Consultants (or GEC) for the Authority;

**WHEREAS**, three firms submitted responses setting forth their respective qualifications for the work, and three firms were short listed and made oral presentations to the Authority; and

**WHEREAS**, Parsons Brinckerhoff, Inc. was identified by the Authority as the most highly qualified provider of the required services and this Agreement has been negotiated and finalized between those parties whereby the services shall be provided to the Authority at a fair and reasonable price;

NOW, THEREFORE, in consideration of payments hereinafter stipulated to be made to the GEC by the Authority, the parties do hereby agree as follows:

**1.           THE SERVICES, GENERALLY.**

The Authority hereby retains the GEC to serve as the Authority’s General Engineering Consultant pursuant to the terms set forth in this Agreement. All work to be performed by or on

behalf of the GEC under this Agreement is hereinafter referred to as the “services”. In performing the services, the GEC shall operate as an extension of, and in complete coordination with, the Authority’s staff with respect to all projects which now or in the future are studied, constructed or operated by the Authority (the “Projects”) provided that nothing herein shall alter the GEC’s status as an independent contractor as fully set forth in Section 20 below. To that end, the GEC shall represent, advance, and further the interests of the Authority throughout all aspects and phases of the Authority’s activities and shall, when and as requested by the Authority, fully support the Authority in its dealings with contractors and suppliers, engineers and other consultants, the Authority’s general counsel and accountants, financial advisor, traffic and revenue consultant, bond counsel, rating agencies and underwriters, governmental entities and the public, all in accordance with the care and skill ordinarily used by members of the engineering profession practicing under similar conditions at the same time and locality of the services provided. The GEC, as part of the services, shall also assist the Authority in the development of its Strategic Plan and periodic amendments thereto, and shall work to enable the Authority to achieve the goals established in the Strategic Plan.

For specific aspects of the services, consistent with its status as an independent contractor, the GEC shall be expected to operate independently from the Authority and without extensive oversight and direction. The GEC shall commit the personnel and resources required to respond promptly and fully to the responsibilities and tasks assigned by the Authority throughout the term of the GEC’s performance of the services described in this Agreement. Insofar as the GEC is operating as an extension of the Authority’s staff, the Authority shall use reasonable efforts to require all construction contractors and design engineers performing work on any Project for which the Authority is the procuring entity and a party to the contract(s) for construction and/or design work to include the GEC as an additional insured on their contractor’s liability insurance, including

general and automobile liability insurance policies, and to indemnify the GEC in the same manner and to the same extent as such contractors and engineers indemnify the Authority, except with respect to the GEC's own negligence or willful acts.

**2. SCOPE OF SERVICES.**

Without limiting the provisions of Sections 1 or 3 hereof, the services the Authority may call upon the GEC to provide shall encompass the numerous facets of feasibility evaluation, conceptual design, planning, final design, financing, construction management, coordination, and other related activities necessary to plan, finance, construct, operate and maintain all facilities contemplated, developed, owned, and/or operated by the Authority. A broad description of the services is set forth in the Scope of Services, attached hereto as Appendix A and made a part hereof. Throughout the term of this Agreement, the Authority shall instruct the GEC to perform specific services through the issuance of Work Authorizations and/or Letter Agreements with more detailed scopes of services or otherwise in accordance with this Agreement. The GEC shall only be compensated for those activities undertaken in connection with a validly issued Work Authorization and/or Letter Agreement.

**3. "CONSULTING ENGINEERS" UNDER TRUST AGREEMENTS.**

Without limiting the provision of Sections 1 and 2 above, the GEC shall perform the obligations of the "Consulting Engineers" under any existing or future Authority Trust Agreements entered into during the period of this Agreement.

**4. COMPENSATION.**

Compensation for the GEC's work and other aspects of the mutual obligations concerning the GEC's work and payment therefore are as follows:

**a. BASIS FOR COMPENSATION.**

Subject to the terms of a Work Authorization and/or Letter Agreement issued pursuant to Section 14 below, the Authority agrees to pay, and the GEC agrees to accept as full and sufficient compensation and reimbursement for the performance of all services as set forth in this Agreement, hourly rates for the staff working on the assignment computed as follows:

$$\text{Direct Labor Cost} \times (1.0 + \text{OH Rate}) \times \text{Profit}$$

where Direct Labor Cost equals salary divided by 2080; OH Rate equals the GEC's most recent auditable overhead rate under 48 C.F.R. Part 31, Federal Acquisition Regulations (FAR 31); and Profit ranges from 1.08 (8% Profit) to 1.12 (12% Profit). The Profit amount will be negotiated for each Work Authorization and/or Letter Agreement predicated on the complexity of each specific assignment. In general, it is anticipated an 8% Profit would be applied to assignments that are less complex and more administrative in nature, while a Profit amount up to 12% would be applied to those assignments that are complex, specialized, and carry increased levels of risk including project specific assignments for design and oversight. The range of Direct Labor Costs for the classifications of employees working for the Authority as of the Effective Date of this Agreement is reflected in Appendix B. Revisions to Direct Labor Cost ranges for employee classifications and the auditable overhead rate may be proposed no more frequently than once per calendar year, subject to the approval of the Executive Director or his/her designee. No adjustment shall be made to the specified negotiated Profit for each Work Authorization and/or Letter Agreement. The first adjustment to the employee classifications and auditable overhead rate shall be considered no earlier than January, 2017. All adjustments shall be agreed to by the parties prior to implementation, and the Authority shall have the right to review and/or audit the GEC's Direct Labor Costs and auditable overhead rates upon written request. Once approved, the Direct Labor Costs and auditable overhead rate will be used going forward until the next annual adjustment is approved. Changes to the auditable overhead rate will not be applied retroactively to Direct Labor



Costs incurred in the previous year. During the term of this Agreement the GEC shall provide to the Executive Director or his/her designee, prior to requesting any adjustment to its auditable overhead rate, a copy of the report establishing a new FAR rate for the GEC.

In the event that GEC employees or sub consultants work a substantial portion of time in facilities owned or leased by the Authority as provided in Section 12 herein, the auditable field overhead rate would apply, unless an office share agreement is executed by both parties thereby compensating the Authority for use of its facilities.

The payment of the hourly rates and allowed costs shall constitute full payment for all services, liaisons, products, materials, and equipment required to deliver the services.

**b. COMPUTATION AND ADJUSTMENT OF THE AUDITABLE OVERHEAD RATE.**

The applicable compensation formula for this Agreement (identified in paragraph 4.a above) will utilize the GEC's auditable overhead rate as allowed under the provisions of FAR 31, unless the Authority and GEC have negotiated a reduced overhead rate for co-located staff or CE&I services, as well as the negotiated Profit for each Work Authorization and/or Letter Agreement. The GEC represents that at all times, subject to the limitations on timing and approval in subsection 4.a., throughout the term of this Agreement that it shall not use an auditable overhead rate that exceeds the rate determined in accordance with FAR 31 (or successor regulations); that the Direct Labor Costs shall not exceed the ranges reflected in Appendix B and shall be based on actual salary amounts for the individuals performing the work; and that, except as previously described in writing, the auditable overhead rate and negotiated Profit for each Work Authorization and/or Letter Agreement used under this Agreement shall not exceed the auditable overhead rate and negotiated Profit for similar work authorizations or other authorizations for work of a similar

type utilized by the GEC in its agreement(s) with, or subcontracts for, GEC work for other toll road authorities, including any other regional mobility authority in the State of Texas.

**c. EXPENSES.**

As indicated above, the compensation computed in accordance with subsections 4.a. and b. is anticipated by the Authority and the GEC to be full and sufficient compensation and reimbursement for the services, and includes all customary out-of-pocket expenses anticipated to result from the GEC's performance under the Agreement that are included in the computation of the auditable overhead rate, such as office supplies, telecommunications systems, postage, photocopying, computer hardware/software and service charges, and similar costs. Notwithstanding the foregoing, the GEC shall be entitled to reimbursement for reasonable out-of-pocket expenses actually incurred by the GEC that are necessary for the performance of its duties under this Agreement and which are not included in the auditable overhead rate, said expenses being limited to travel costs, printing costs, automobile expenses being reimbursed at the federal mileage rates for travel originating from the office of the GEC employee or sub consultant, and other expenses directly approved, in advance, by the Executive Director or his/her designee. Except for automobile expenses paid at the federal mileage rate and travel paid at state approved rates (if available), all such reimbursement shall be at one-hundred percent (100%) of the actual cost thereof paid by the GEC to unaffiliated entities; provided, however, that all amounts in excess of \$2,000 for which the GEC intends to seek reimbursement pursuant to this subsection 4.c. must be approved in advance and in writing by the Executive Director or his/her designee, except when such advance approval is impractical due to a bona fide emergency situation.

Except as otherwise authorized in a validly issued Work Authorization and/or Letter Agreement, and only then to the extent reimbursable by the Texas Department of Transportation ("TxDOT") under the terms of any financial assistance agreement, the Authority shall not

reimburse the GEC for travel, lodging, and similar expenses incurred by the GEC to bring additional staff to its local office or to otherwise reassign personnel to provide basic engineering support of the GEC's performance of the services, provided, however, that the Authority shall reimburse, but only in accordance with the terms of this subsection 4.c., such costs incurred by the GEC to bring to its local office or the Authority's facilities, with advance approval by the Executive Director or his/her designee, staff with specialized skills or expertise required for the services and not customarily available from a staff providing general consulting civil engineering services of the type described in this agreement. The GEC shall take all reasonable steps to acquire all goods and services subject to reimbursement by the Authority under this Agreement on a tax-free basis pursuant to the Authority's tax-exempt status described in subsection 4.k. This provision applies only to the extent the Authority's tax exempt status can reasonably be extended to purchases made directly by the GEC.

**d. NON-COMPENSABLE TIME.**

Time spent by the GEC's employees or sub consultants to perform services or functions capable of being carried out by other, subordinate personnel with a lower hourly rate shall be billed at a rate equivalent to that of the applicable qualified subordinate personnel. Time spent by the GEC's personnel or sub consultants in an administrative or supervisory capacity not related to the performance of the services shall not be compensable. Time spent on work that is in excess of what is customary and reasonable per industry standards for the performance of such services shall not be compensable.

**e. INVOICES AND RECORDS.**

The GEC shall submit its monthly invoices electronically certifying the salaries and expenses incurred in providing the services under this Agreement during the previous month, and shall also present a reconciliation of monthly invoices and the Work Authorization and/or Letter

Agreement (and related estimates) to which the work relates. The invoice shall be in a form directly acceptable to TxDOT for potential reimbursement by TxDOT to the Authority. Each invoice shall be in such detail as is required by the Authority and TxDOT, including a breakdown of services provided on a project-by-project basis and/or pursuant to specified Work Authorizations and/or Letter Agreements, together with other services requested by the Authority. Upon request of the Authority, the GEC shall also submit certified time and expense records and copies of invoices that support the invoiced salary and expense figures. All books and records relating to the GEC's or sub consultants' time, out-of-pocket expenses, materials, or other services or deliverables invoiced to the Authority under this Agreement shall be made available during the GEC's normal business hours to the Authority and its representatives for review, copying and auditing throughout the term of this Agreement and for three (3) years after the expiration thereof. No compensation shall be made for revisions to the GEC's or sub consultants' services or deliverables required due in any way to the error, omission, or fault of the GEC, its employees, agents, sub consultants, or contractors.

**f. EFFECT OF PAYMENTS.**

No payment by the Authority shall relieve the GEC of its obligation to deliver timely the services required under this Agreement. If after approving or paying for any service, product or other deliverable, the Authority determines that said service, product or deliverable does not satisfy the requirements of this Agreement, the Authority may reject same and, if the GEC fails to correct or cure same within thirty (30) days, or a longer time period granted in writing by the Executive Director or his/her designee, and at no additional cost to the Authority, the GEC shall return any compensation received therefore. In addition to all other rights provided in this Agreement, the Authority shall have the right to set off any amounts owed by the GEC pursuant to the terms of this Agreement upon providing the GEC prior written notice thereof.

**g. NO ADJUSTMENTS TO DIRECT LABOR COSTS AND AUDITABLE OVERHEAD RATE.**

Except as otherwise expressly provided in subsection 4.a. above, the Authority and the GEC shall not make adjustments to the Direct Labor Costs or the auditable overhead rate during the term of this Agreement. The Authority and the GEC do not anticipate that any services, work, deliverables or expenses of any nature shall be undertaken or incurred by the GEC on behalf of the Authority that constitute “Extra Work” or otherwise fall outside the terms of this Agreement. Unless the parties otherwise expressly agree in writing to the contrary, all work of any nature undertaken by the GEC or its sub consultants during the term of this Agreement on behalf of the Authority shall be conclusively presumed to have been undertaken under, and be subject to, the terms of this Agreement.

**h. COMMERCIAL PRICING.**

Federal Acquisition Regulations allow for payment of direct auditable expenditures and commercial pricing of certain products. The GEC may engage in commercial pricing when legally permissible, not in contravention of federal regulations, and specifically approved by the Board of Directors.

**i. PLACE OF PAYMENT.**

Payments owing under this Agreement will be made by the Authority by wire transfer to:

JP Morgan Chase Bank – 1 Chase Manhattan Plaza, New York, NY 10005

ABA Number: 021000021

Account Name: Parsons Brinckerhoff, Inc.

Account Number: 910-2-685634

**j. TIMING OF PAYMENTS.**

Payment of any undisputed amounts invoiced to the Authority by the GEC shall be made as follows:

- (i) For amounts invoiced by the GEC for work which is reimbursable by TxDOT pursuant to a toll equity grant, financial assistance agreement, or any other form of financial assistance, the Authority shall submit a payment request to TxDOT within fifteen (15) days of receipt of a conforming invoice from the GEC. Payment shall be due to the GEC from the Authority within thirty (30) days of the Authority's receipt of payment from TxDOT. Amounts of the type described in this subparagraph (i) outstanding for more than sixty (60) days after the Authority's receipt of payment from TxDOT shall accrue interest at the prime rate as published in the *Wall Street Journal* (or other accepted financial journal in the event that the *Wall Street Journal* ceases publication or fails to include current prime rates within its reported information) on the date payment is due or the first business day thereafter if the due date is a weekend or federal holiday (the "Prime Rate"). Notwithstanding anything to the contrary in this Agreement, the Authority shall have no responsibility for payment of amounts which are submitted to TxDOT for reimbursement under a toll equity grant, financial assistance agreement, state highway fund loan, or any other form of financial assistance but which TxDOT refuses to pay, in whole or in part.
- (ii) For amounts invoiced by the GEC to the Authority for all properly authorized work which is not subject to reimbursement by TxDOT, payment shall be due within sixty (60) days of receipt by the

Authority of the invoice and all necessary supporting documentation. Past due amounts shall accrue interest at the lesser of the maximum rate allowed by law or the Prime Rate. In the event that more than \$200,000 of costs of the type described in this subparagraph (ii) are due and payable for more than ninety (90) days, the GEC shall be entitled, upon thirty (30) days prior written notice to the Authority, to cease performing any further work for the Authority which is not of a type which is subject to reimbursement by TxDOT. Notwithstanding the foregoing, any amounts due under this subparagraph (ii) shall be paid out of the proceeds of the first Authority bond issue to occur after accrual of the costs owed, provided that such payment is not prohibited by covenants or other restrictions contained in the bond documents for the bond issue.

- (iii) Any amounts invoiced to the Authority by the GEC and for which the Authority disputes payment, or reimbursable amounts disputed by TxDOT, the period for payment shall not commence until such dispute is resolved.

**k. TAXES.**

All payments to be made by the Authority to the GEC pursuant to this Agreement are inclusive of federal, state, or other taxes, if any, however designated, levied, or based. The Authority acknowledges and represents that it is a tax-exempt entity under Sections 151.309, *et seq.*, of the Texas Tax Code. Title to any consumable items purchased by the GEC in performing this Agreement shall be deemed to have passed to the Authority at the earlier of the time the GEC takes possession or receives payment therefore from the Authority, and the GEC shall make a good

faith effort to immediately mark, label, or physically identify such consumable items as the property of the Authority. In the event that a capital item is purchased for the sole use of the Authority, title shall pass or transfer to the Authority prior to any use of the item by the GEC.

**I. AS-NEEDED BASIS.**

As noted in Section 2 above and Section 14 below, the Authority shall request that the GEC perform specific services on an as-needed basis and through the issuance of written Work Authorizations and/or Letter Agreements. No representation or assurance has been made on behalf of the Authority to the GEC as to the total compensation to be paid to the GEC under this Agreement.

**m. COMPENSATION OF SUB CONSULTANTS.**

As noted in the Request for Qualifications, Sections 1.0 and 5.2, it is anticipated that the GEC may utilize the services of sub consultants to respond to certain assignments under this Agreement. The selection and services to be assigned to sub consultants must be approved in advance by the Executive Director or his/her designee. All sub consultants providing services under this Agreement shall be subject to, and compensated or reimbursed in accordance with, all requirements of this Section 4, provided that each sub consultant shall utilize (i) its own Direct Labor Costs and (ii) if available, its own auditable overhead rate. For sub consultants that do not have auditable overhead rates computed in accordance with 48 C.F.R. Part 31, the GEC shall provide a schedule of sub consultant billing rates for the Authority's review and approval by the Executive Director or his/her designee (including any periodic adjustments thereto) provided that no sub consultant billing rate shall exceed the GEC's rates (if any), including overhead and profit, for the same or similar services..

**5. TIME OF PERFORMANCE.**



It is understood and agreed that the term of this Agreement shall be for three (3) years, effective July 1, 2016 (the “Effective Date”), and concluding June 30, 2019, subject to the earlier termination of this Agreement pursuant to Sections 6 or 7 below, or upon agreement of both parties, further extension will be considered of up to two (2) individual terms, each term being for a period of up to two (2) years.

**6. TERMINATION FOR DEFAULT.**

Should the GEC at any time, in the reasonable opinion of the Authority, fail to carry out its obligations under this Agreement the Authority may, upon providing the GEC with thirty (30) days prior written notice pursuant to Section 22 hereof, and after an opportunity for the GEC to cure under the terms of this Agreement, terminate this Agreement effective on the date following said 30-day notice and cure period (the “Termination Date”). Such termination shall not constitute a waiver or release by the Authority of any claims for damages, claims for additional costs incurred by the Authority to complete and/or correct the work described in this Agreement, or any other claims or actions arising under this Agreement or available at law or equity which it may have against the GEC for its failure to perform satisfactorily any obligation hereunder, nor shall such termination pursuant to this Section 6 or Section 7 below abrogate or in any way affect the indemnification obligations of the GEC set forth in Section 21 hereof.

If the Authority shall terminate this Agreement as provided either in this Section 6 or Section 7, no fees of any type, other than fees due and payable as of the Termination Date pursuant to Section 4 hereof for work performed and acceptable to the Authority, shall thereafter be paid to the GEC, and the Authority shall have a right to set off or otherwise recover any damages incurred by reason of the GEC’s breach hereof, together with the right to set off amounts owed to the GEC pursuant to Section 21 hereof. In determining the amount of any payments owed to the GEC, the

value of the work performed by the GEC prior to termination shall be no greater than the value that would result by compensating the GEC in accordance with Section 4 hereof for all services performed and expenses reimbursable in accordance with this Agreement.

**7. OPTIONAL TERMINATION.**

**a. GENERALLY.**

The Authority has the right to terminate this Agreement at its sole option, at any time with or without cause, by providing thirty (30) days written notice of such intention to terminate pursuant to Section 22 hereof and by stating in said notice the “Optional Termination Date”. Upon such termination, the Authority shall enter into a settlement with the GEC upon an equitable basis as determined by the Authority, which shall fix the value of the work performed by the GEC prior to the Optional Termination Date. In determining the value of the work performed, the Authority in all events shall compensate the GEC in accordance with Section 4 hereof for all services performed and expenses reimbursable in accordance with this Agreement, provided, however, that no consideration will be given to anticipated profit which the GEC might possibly have made on the uncompleted portion of the services.

**b. NO FURTHER RIGHTS, ETC.**

Termination of this Agreement and payment of an amount in settlement as described in this Section 7 shall extinguish all rights, duties, obligations, and liabilities of the Authority and the GEC under this Agreement, and this Agreement shall be of no further force and effect, provided, however, such termination shall not act to release the GEC from liability for any previous default either under this Agreement or under any standard of conduct set by common law or statute. Notwithstanding the foregoing, Sections 13, 21, and 25 of this Agreement shall survive termination of this Agreement in accordance with Section 6 or this Section 7.

**c. NO FURTHER COMPENSATION.**

If the Authority shall terminate this Agreement as provided in this Section 7, no fees of any type, other than fees due and payable as of the Optional Termination Date, shall thereafter be paid to the GEC, provided that the Authority shall not waive any right to damages incurred by reason of the GEC's breach thereof. The GEC shall not receive any compensation for services performed by the GEC after the Optional Termination Date, and any such services performed shall be at the sole risk and expense of the GEC.

**8. TERMINATION, GENERALLY.**

The Authority's rights and options to terminate this Agreement, as provided in any provision of this Agreement, shall be in addition to, and not in lieu of, any and all rights, actions, options, and privileges otherwise available under law or equity to the Authority by virtue of this Agreement or otherwise. Failure of the Authority to exercise any of its said rights, actions, options, and privileges to terminate this Agreement as provided in any provision of this Agreement or otherwise shall not be deemed a waiver of any of said rights, actions, options, or privileges or of any rights, actions, options, or privileges otherwise available under law or equity with respect to any continuing or subsequent breaches of this Agreement or of any other standard of conduct set by common law or statute.

**9. SUSPENSION OR MODIFICATION OF SERVICES; DELAYS AND DAMAGES.**

In addition to the foregoing rights and options to terminate this Agreement, the Authority may elect to suspend any portion of the services of the GEC hereunder, but not terminate this Agreement, by providing the GEC with prior written notice to that effect. Thereafter, the suspended services may be reinstated and resumed in full force and effect upon receipt from the Authority of thirty (30) days prior written notice requesting same. Similarly, the Authority may expand, limit, or cancel any portion of the services previously assigned to the GEC in accordance

with this Agreement. The GEC shall not be entitled to any damages or other compensation of any form in the event that the Authority exercises its rights to suspend or modify the services pursuant to this Section 9, provided, however, that any time limits established by the parties in any Work Authorization and/or Letter Agreement or otherwise for the completion of specific portions of the services suspended pursuant to this Section 9 shall be extended to allow for said suspension or modifications thereof. Without limiting the foregoing, the GEC agrees that no claims for damages or other compensation shall be made by the GEC for any delays or hindrances occurring during the progress of any portion of the services specified in this Agreement as a result of any suspension or modification of the services or otherwise. Such delays or hindrances, if any, shall be provided for by an extension of time for such reasonable periods as the Authority may decide. It is acknowledged, however, that permitting the GEC to proceed to complete any services or any part of them after the originally specified date for completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the Authority or any of its rights herein.

**10. PERSONNEL, EQUIPMENT AND MATERIAL, GENERALLY.**

**a. ADEQUATE PERSONNEL, ETC.**

The GEC shall maintain an office within the geographic limits of the Authority and in close proximity to the Authority's offices. This office shall be staffed with the managers and core staff (as requested by the Authority) at a location approved by the Executive Director or his/her designee to provide a high service level for work of a continuing nature.

The GEC shall furnish and maintain, at its own expense, adequate and sufficient personnel (drawn from its own employees or from approved sub consultants) and equipment, in the reasonable opinion of the Authority, to perform the services with the care and skill ordinarily used by members of the engineering profession practicing under similar conditions at the same time and

locality of the services provided, and in all events without delays attributable to the GEC which have a reasonable likelihood of adversely affecting the progress of others involved with one or more of the Projects or the progress of the feasibility evaluation, design or construction of any such Project. All persons, whether employees of the GEC or of an approved sub consultant, providing the services shall be fully licensed to the extent required by their professional discipline associations' codes or otherwise by law. Without limiting the foregoing, all persons in charge of, or responsible for, design, plan preparation, and related engineering work shall be licensed to practice professional engineering in the State of Texas and shall, in the case of the GEC, be approved by the Authority prior to their involvement in work under this Agreement.

**b. NOTIFICATION OF PERSONNEL CHANGE**

In no event shall the GEC remove, transfer, or reassign any key task leader or individual working predominantly on Authority projects or assignments, as defined by the Authority, except as instructed by, or with the prior written consent of the Executive Director or his/her designee. The GEC shall notify the Authority at least ten (10) business days in advance of a proposed replacement of any individual working predominantly on Authority projects or assignments, and submit the name and qualifications summary of the proposed replacement to the Authority. The Authority will review the qualifications and may interview the proposed replacement. The Authority reserves the right to approve or reject, without cause, any proposed replacement, and will provide such written approval or rejection within ten (10) business days after receipt of the qualifications documentation. If no response is provided within ten (10) business days the proposed replacement shall be considered rejected. The GEC shall use its best efforts to enhance continuity in personnel, sub consultants, and other individuals working predominantly on Authority projects or assignments. The GEC shall notify and consult with the Authority regarding

the scheduling of unusual or prolonged corporate activities, vacations, and other engagements by personnel during which he/she is unavailable for the services.

**c. REMOVAL OF PERSONNEL.**

All persons providing the services, whether employees of the GEC or of an approved sub consultant, shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any such person who, in the opinion of the Authority, is incompetent or by his/her conduct becomes detrimental to the provision of the services shall, upon request of the Authority, immediately be removed from the services. The GEC shall furnish the Authority with a fully qualified candidate for the removed person within ten (10) business days thereafter, provided, however, said candidate shall not begin work under this Agreement unless and until approved by the Executive Director or his/her designee.

**d. GEC FURNISHES EQUIPMENT, ETC.**

Except as otherwise specified, the GEC shall furnish all equipment, transportation, supplies, and materials required for its services under this Agreement. The Authority may allow the GEC to utilize the Authority's data processing and computer services for programs requested by the GEC and approved by the Authority in accordance with the GEC agreement.

Computations based on computer programs other than the Authority's must conform to the Authority's general format.

**e. KEY PERSONNEL.**

The GEC acknowledges and agrees that the individual(s) identified on Appendix C attached hereto and made apart hereof are key and integral to the satisfactory performance of the GEC under this agreement. Throughout the term of this agreement, the GEC agrees that the identified individual(s), whether employee(s) of the GEC or of an approved sub consultant, will remain in charge of the performance of the services and shall devote substantial and sufficient time

and attention thereto, to the extent indicated on Appendix C. The death or disability of any such individual, his/her disassociation from the GEC or the approved sub consultant, or his/her failure or inability to devote sufficient time and attention to the services shall, at the Authority's option, constitute a default requiring the GEC promptly to replace said individual with a person suitably qualified and otherwise acceptable to the Authority. In no event shall the GEC remove, transfer, or reassign any individual identified on Appendix C except as instructed by, or with the prior written consent of, the Authority. The GEC shall use its best efforts to enhance continuity in the key personnel, sub consultants, and other employees regularly performing the services. The GEC shall notify and consult with the Authority regarding the scheduling of unusual or prolonged corporate activities, vacations, and other engagements by key personnel during which he/she is unavailable for the services. Individuals may be added to or deleted from Appendix C with the mutual consent of the GEC and the Authority.

**11. PLANNING AND PERFORMANCE REVIEWS; INSPECTIONS.**

As may be directed by the Authority, key personnel shall meet with the Authority's Executive Director or his/her designee periodically (a) to assess the GEC's progress under this Agreement and performance of the services and (b) to plan staffing levels to be provided by the GEC to the Authority for the upcoming period. The GEC shall permit inspections of its services and work by the Authority or others, when requested by the Authority. Nothing contained in this Agreement shall prevent the Authority from scheduling such other planning and performance reviews with the GEC or inspections as the Authority thinks necessary.

**12. PERSONNEL AT AUTHORITY'S FACILITIES.**

The Authority may at any time require one or more of the GEC's managers and core staff and/or sub consultants to office at the Authority's administration building or other facility. While working at any of the Authority's facilities, the GEC's personnel and sub consultants shall comply with the Authority's work place policies and abide by the Authority's standards of employee conduct. The GEC shall take all steps required to ensure the proper coordination and exchange of information among the locations at which the services are performed.

**13. OWNERSHIP OF PLANS.**

**a. GENERALLY.**

Notwithstanding any provision in this Agreement or in common law or statute to the contrary all of the plans, tracings, estimates, specifications, computer records, discs, tapes, proposals, sketches, diagrams, charts, calculations, correspondence, memoranda, survey notes, and other data and materials, and any part thereof, created, compiled or to be compiled by or on behalf of the GEC, including all information prepared for or posted on the Authority's website and together with all materials and data furnished to it by the Authority, are and at all times shall be and remain the property of the Authority and shall not be subject to any restriction or limitation on their further use by or on behalf of the Authority; GEC hereby assigns any and all rights and interests it may have in the foregoing to the Authority, and GEC hereby agrees to provide reasonable cooperation as may be requested by the Authority in connection with the Authority's efforts to perfect or protect rights and interests in the foregoing; and if at any time demand be made by the Authority for any of the above materials, records, and documents, whether after termination of this Agreement or otherwise, such shall be turned over to the Authority without delay. The Authority hereby grants the GEC a revocable license to retain and utilize the foregoing materials for the limited purpose of fulfilling GEC's obligations under this Agreement, said license to terminate and expire upon the earlier to occur of (a) the completion of services described in this



Agreement or (b) the termination of this Agreement, at which time the GEC shall deliver to the Authority all such materials and documents. If the GEC or a sub consultant desires later to use any of the data generated or obtained by it in connection with the Projects or any other portion of the work product resulting from the services, it shall secure the prior written approval of the Authority. The GEC shall retain its copyright and ownership rights in its own back-office databases and computer software that are not developed for the Authority or for purposes of this Agreement. Intellectual property developed, utilized, or modified in the performance of services for which the GEC is compensated under the terms of this Agreement shall remain the property of the Authority, GEC hereby agrees to provide reasonable cooperation as may be requested by the Authority in connection with the Authority's efforts to perfect or protect such intellectual property. The Authority retains an unrestricted license for software packages developed in whole or in part with Authority funds.

**b. SEPARATE ASSIGNMENT.**

If for any reason the agreement of the Authority and the GEC set forth in subsection 13.a. above regarding the ownership of work product and other materials is determined to be unenforceable, either in whole or in part, the GEC hereby assigns and agrees to assign to the Authority all right, title, and interest that GEC may have or at any time acquire in said work product and other materials, without royalty, fee or other consideration of any sort, and without regard to whether this Agreement has terminated or remains in force. The Authority hereby acknowledges, however, that all documents and other work product provided by the GEC to the Authority and resulting from the services performed under this Agreement are intended by the GEC solely for the use for which they were originally prepared. Notwithstanding anything contained herein to the contrary, the GEC shall have no liability for the use by the Authority of any work product generated by the GEC under this Agreement on any project other than for the specific purpose and

Project for which the work product was prepared. Any other reuse of such work product without the prior written consent of the GEC shall be at the sole risk of the Authority.

**14. WORK AUTHORIZATIONS / LETTER AGREEMENTS.**

**a. FORMAL WORK AUTHORIZATIONS.** Work shall be in accordance with the scope, schedule, and budget set forth in each Formal Work Authorization. The standard form of Formal Work Authorization is attached hereto as Appendix D and made a part hereof, which standard form may be modified during the term of this Agreement upon the reasonable request of the Authority. Upon oral directive from the Authority, the GEC shall prepare the Formal Work Authorization for the specific task, to be submitted for the Authority's approval. No work shall begin on the activity until the Formal Work Authorization is approved and fully executed. The basis for payment on each Formal Work Authorization will be either (i) lump sum, (ii) cost plus to a maximum, or (iii) unit billing rate, or some combination of these methods, as stipulated in the Formal Work Authorization. In neither case will the maximum be exceeded without prior written approval from the Authority. The maximum fee allowable for the performance of services under each Formal Work Authorization shall be computed as described in Section 4. The costs associated with work performed on any Formal Work Authorization will be tracked and reported to the Authority separately from other work performed by the GEC. The monthly invoice to the Authority will include a progress summary of the work performed the previous month on each ongoing Formal Work Authorization.

**b. LETTER AGREEMENTS.** Work shall be in accordance with the budget documented in each Letter Agreement and in accordance with the scope in Appendix A. In relation to the Authority's annual budget development and Board approval process, the Authority and the GEC will identify an annual work program and associated budget for those activities identified for a given fiscal year.

The Authority and GEC may prepare Letter Agreements to formally document a portion of said fiscal year budget as a not to exceed amount to be paid to the GEC in return for the performance of the associated services. No work shall begin on these services until the Letter Agreement is approved and fully executed by the Authority's Executive Director or his designee. The basis for payment on each Letter Agreement will be either (i) lump sum, (ii) cost plus to a maximum, or (iii) unit billing rate, or some combination of these methods, as stipulated in the Letter Agreement. In neither case will the maximum be exceeded without prior written approval from the Executive Director or his designee. In no event shall the amount of a Letter Agreement exceed the amount identified in the Authority's annual budget associated with those activities to be performed by the GEC. The maximum fee allowable for the performance of services under each Letter Agreement shall be computed as described in Section 4. The costs associated with work performed on any Letter Agreement will be tracked and reported to the Authority separately from other work performed by the GEC. The monthly invoice to the Authority will include a progress summary of the work performed the previous month on each ongoing Letter Agreement. The compensation for these services shall be in accordance with the Agreement. These services will not be performed by the GEC until directed by the Authority.

**15. SUBCONTRACTING**

Sub consultants must be approved in advance and in writing by the Executive Director or his/her designee. Notwithstanding said approval, all responsibility for subcontracted work shall remain strictly with the GEC. The sub consultants must be qualified to perform all work assigned to them. In the event services of a sub consultant are authorized, the GEC shall obtain a schedule of rates, and the Authority shall review and must approve, in its discretion, any rates, including overhead, to be paid to the sub consultant pursuant to the Agreement.

**16. SUBLETTING.**

The GEC shall not sublet, assign, or transfer any part of the work or obligations included in this Agreement without the prior written approval of the Executive Director or his/her designee. Responsibility for sublet, assigned or transferred work shall remain with the GEC.

**17. APPEARANCE AS WITNESS AND ATTENDANCE AT MEETINGS.**

**a. WITNESS.**

If requested by the Authority or on its behalf, the GEC shall prepare such engineering or other exhibits and plats as may be requested for all hearings and trials related to any of the Projects, the services, or the Authority's activities generally and, further, it shall prepare for and appear at conferences at the offices of legal counsel and shall furnish competent expert engineering witnesses to provide such oral testimony and to introduce such demonstrative evidence as may be needed throughout all trials and hearings with reference to any litigation relating to the Projects, the services, or the Authority's activities. Compensation and scope of services rendered under this provision shall be governed by rates and terms and conditions of a mutually agreeable Work Authorization and/or Letter Agreement covering GEC's said expert witness services.

**b. MEETINGS.**

At the request of the Authority, the GEC shall provide appropriate personnel for conferences at its offices, or attend meetings and conferences at (a) the various offices of the Authority, (b) at the district headquarters or offices of TxDOT, (c) the offices of the Authority's legal counsel, (d) at the site of any Project, or (e) any reasonably convenient location. Without limiting the foregoing, the GEC shall provide personnel for periodic meetings with underwriters, rating agencies, and other parties when requested by the Authority.

**18. COMPLIANCE WITH LAWS.**

The GEC shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, codes and with the orders and decrees of any courts or administrative bodies or

tribunals in any matter affecting the performance under this Agreement, including, without limitation, workers' compensation laws, antidiscrimination laws, environmental laws, minimum and maximum salary and wage statutes and regulations, health and safety codes, licensing laws and regulations, the Authority's enabling legislation (Chapter 370 of the Texas Transportation Code), and all amendments and modifications to any of the foregoing, if any. When requested, the GEC shall furnish the Authority with satisfactory proof of compliance with said laws, statutes, ordinances, rules, regulations, codes, orders, and decrees above specified.

**19. INSURANCE.**

Prior to beginning the services designated in this Agreement, the GEC shall obtain and furnish certificates to the Authority for the following minimum amounts of insurance:

**a. WORKERS' COMPENSATION INSURANCE.**

In accordance with the laws of the State of Texas and employer's liability coverage with a limit of not less than \$1,000,000.

**b. COMPREHENSIVE GENERAL LIABILITY INSURANCE.**

With limits not less than \$1,000,000 for bodily injury, including those resulting in death, and \$1,000,000 for property damage on account of any one occurrence, with an aggregate limit of \$1,000,000.

**c. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE.**

Applying to owned, non-owned, and hired automobiles in an amount not less than \$1,000,000 for bodily injury, including death, to any one person, and \$1,000,000 on account on any one occurrence, and \$1,000,000 for property damage on account of any one occurrence. This policy shall not contain any limitation with respect to a radius of operation for any vehicle covered and shall not exclude from the coverage of the policy any vehicle to be used in connection with the performance of the GEC's obligations under this Agreement.

**d. EXCESS LIABILITY INSURANCE.**

In an amount of \$5,000,000 per occurrence and aggregate.

**e. VALUABLE PAPERS INSURANCE.**

In an amount sufficient to assure the full restoration of any plans, drawings, field notes, logs, test reports, diaries, or other similar data or materials relating to the services provided under this Agreement in the event of their loss or destruction, until such time as the work has been delivered to the Authority.

**f. ARCHITECTS AND/OR ENGINEERS PROFESSIONAL LIABILITY INSURANCE.**

GEC shall provide and maintain professional liability coverage, with limits not less than \$5,000,000 per claim and \$5,000,000 aggregate. The professional liability coverage shall protect against any negligent act, error or omission arising out of design or engineering activities, including environmental related activities, with respect to the project, including coverage for negligent acts, errors or omissions by any member of the GEC and its subcontractors and subconsultants (including, but not limited to design subcontractors and subconsultants) of any tier. The policy must provide that coverage extends a minimum of three (3) years beyond the GEC's completion of the services.

**g. GENERAL FOR ALL INSURANCE.**

The GEC shall promptly, upon execution of this Agreement, furnish certificates of insurance to the Authority indicating compliance with the above requirements. Certificates shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage.

All policies are to be written through companies (a) authorized to transact that class of insurance in the State of Texas; (b) rated (i), with respect to the companies providing the insurance under subsections 19.a. through d., above, by A. M. Best Company as "A-X" or better (or the

equivalent rating by another nationally recognized rating service) and (ii) with respect to the company providing the insurance under subsection 19.e., a rating by A. M. Best Company or similar rating service satisfactory to the Authority and/or its insurance consultant; and (c) otherwise acceptable to the Authority.

All policies are to be written through companies authorized to transact that class of insurance in the State of Texas.

Such insurance shall be maintained in full force and effect during the life of this Agreement or for a longer term as may be otherwise provided for hereunder. Insurance furnished under subsections 19.b., c., and d., above, shall name the Authority as additional insured and shall protect the Authority, its officers, employees, and directors, agents, and representatives from claims for damages for bodily injury and death and for damages to property arising in any manner from the negligent or willful acts or failures to act by the GEC, its officers, employees, directors, agents, and representatives in the performance of the services rendered under this Agreement. Certificates shall also indicate that the contractual liability assumed in Section 21, below, is included.

The insurance carrier shall include in each of the insurance policies required under subsections 19.a., b., c., d., e., and f., the following statement: “This policy will not be canceled or materially changed during the period of coverage without at least thirty (30) days prior written notice addressed to the Central Texas Regional Mobility Authority, 3300 N. IH-35, Suite 300, Austin, Texas 78705, Attn: Executive Director”

**20. RELATIONSHIP BETWEEN THE PARTIES.**

Notwithstanding the Authority’s sharing of space with the GEC, the anticipated collaboration between the personnel of those organizations, or any other circumstances, the relationship between the Authority and the GEC shall be one of an independent contractor. The GEC acknowledges and agrees that neither it nor any of its employees, sub consultants, or

subcontractors shall be considered an employee of the Authority for any purpose. The GEC shall have no authority to enter into any contract binding upon the Authority, or to create any obligation on behalf of the Authority. As an independent contractor, neither the GEC nor its employees shall be entitled to any insurance, pension, or other benefits customarily afforded to employees of the Authority. Under no circumstances shall the GEC, or its employees, sub consultants, or subcontractors, represent to suppliers, contractors or any other parties that it is employed by the Authority or serves the Authority in any capacity other than as an independent contractor. The GEC shall clearly inform all suppliers, contractors and others that it has no authority to bind the Authority. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationship of employee-employer or principal-agent, or to otherwise create any liability for the Authority whatsoever with respect to the liabilities, obligations or acts of the GEC, its employees, sub consultants, or subcontractors, or any other person.

**21. AUTHORITY INDEMNIFIED.**

**THE GEC SHALL INDEMNIFY AND HOLD HARMLESS THE AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AND AGENTS (WHICH, FOR THE PURPOSES OF THIS AGREEMENT, SHALL INCLUDE THE AUTHORITY'S GENERAL COUNSEL, BOND COUNSEL, FINANCIAL ADVISORS, TRAFFIC AND REVENUE ENGINEERING CONSULTANTS, TOLL OPERATIONS/COLLECTIONS FIRMS, AND UNDERWRITERS) FROM ANY CLAIMS, COSTS OR LIABILITIES, OF ANY TYPE OR NATURE AND BY OR TO ANY PERSONS WHOMSOEVER, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE GEC OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS WITH RESPECT TO THE PERFORMANCE OF THE**



**WORK TO BE ACCOMPLISHED UNDER THIS AGREEMENT. IN SUCH EVENT, THE GEC SHALL ALSO INDEMNIFY AND HOLD HARMLESS THE AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES CONSULTANTS, AND AGENTS (AS DEFINED ABOVE) FROM ANY AND ALL REASONABLE AND NECESSARY EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY THE AUTHORITY IN LITIGATING OR OTHERWISE RESISTING SAID CLAIMS, COSTS OR LIABILITIES. IN THE EVENT THE AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AND AGENTS (AS DEFINED ABOVE) IS/ARE FOUND TO BE PARTIALLY AT FAULT, THE GEC SHALL, NEVERTHELESS, INDEMNIFY THE AUTHORITY FROM AND AGAINST THE PERCENTAGE OF FAULT ATTRIBUTABLE TO THE GEC OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, OR TO THEIR CONDUCT.**

Notwithstanding the foregoing, the GEC shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, construction scheduling, or safety precautions and programs in connection with the Project unless development or oversight of such matters is specifically assigned to the GEC; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to the GEC, to fulfill contractual responsibilities to the Authority or to comply with federal, state or local laws, regulations and codes; or (c) procuring permits, certificates and licenses required for any construction unless such procurement responsibilities are specifically assigned to the GEC in accordance with this Agreement.

**22. DELIVERY OF NOTICES, ETC.**

**a. NOTICES TO THE AUTHORITY.**

All written notices, demands, and other papers or documents to be delivered to the Authority under this Agreement shall be delivered to the **Central Texas Regional Mobility**

**Authority**, 3300 N. IH-35, Suite 300, Austin, Texas 78705, Attn: Executive Director, or at such other place or places as it may from time to time designate by written notice delivered to the GEC.

**b. NOTICES TO THE GEC.**

All written notices, demands, and other papers or documents to be delivered to the GEC under this Agreement shall be delivered to **Parsons Brinckerhoff, Inc.**, 901 Mopac Expressway South, Suite 595; Austin, TX 78746-5748, Attn: \_\_\_\_\_, until a project office is established or at such other place or places as the GEC may designate by written notice delivered to the Authority.

**c. DATE OF DELIVERY.**

All written notices, demands, and other papers or documents served upon the Authority or the GEC in the aforesaid manner shall be deemed served or delivered for all purposes hereunder either (a) three (3) days after the U.S. Postal Service's postmarked date if mailed or (b) immediately upon actual delivery or refusal of delivery if transmitted by courier or overnight delivery service.

**23. REPORTS OF ACCIDENTS, ETC.**

Within twenty-four (24) hours after occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (including an employee or sub consultant or employee of a sub consultant of the GEC) which results from or involves any action or failure to act of the GEC or any employee, sub consultant, employee of a sub consultant, or agent of the GEC or which arises in any manner from the performance of this Agreement, the GEC shall send a written report of such accident or other event to the Authority, setting forth a full and concise statement of the facts pertaining thereto. The GEC also shall immediately send the Authority a copy of any summons, subpoena, notice, or other documents served upon the GEC, its

agents, employees, sub consultants, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the GEC's performance of the services under this Agreement.

**24. AUTHORITY'S ACTS.**

Anything to be done under this Agreement by the Authority may be done by such persons, corporations, firms, or other entities as the Authority may designate.

**25. LIMITATIONS.**

Notwithstanding anything herein to the contrary, all covenants and obligations of the Authority under this Agreement shall be deemed to be valid covenants and obligations only to the extent authorized by Chapter 370 of the Texas Transportation Code and permitted by the laws and the Constitution of the State of Texas, and no officer, director, or employee of the Authority shall have any personal obligations or liability thereunder.

**26. CAPTIONS NOT A PART HEREOF.**

The captions or subtitles of the several sections, subsections, and divisions of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its sections, subsections, divisions, or other provisions.

**27. CONTROLLING LAW, VENUE.**

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Travis County, Texas, for all disputes.

**28. TIME OF ESSENCE.**

Time is of the essence with respect to the performance and completion of all the services to be furnished by the GEC pursuant to Work Authorizations and/or Letter Agreement issued in accordance with Section 14 and which specify an agreed-upon completion or deliver date. Without limiting the foregoing, the GEC shall endeavor to furnish all services in such a manner and at such times as the development schedules of the Projects require so that no delay in the progression of the evaluation, design, or construction of the Projects will be caused by or are in any way attributable to the GEC.

**29. SEVERABILITY.**

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

**30. SUCCESSORS.**

This Agreement shall be binding upon and inure to the benefit of the Authority, the GEC, and their respective heirs, executors, administrators, successors, and permitted assigns.

**31. AUTHORIZATION.**

Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement.

**32. INTERPRETATION.**

No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court, other governmental or judicial authority, or arbiter by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.

**33. CONFLICTS OF INTEREST.**

The GEC and its sub consultants shall at all times comply with the Conflict of Interest Policy adopted by the Authority. Questions regarding potential conflicts of interest shall be addressed to the Executive Director or his/her designee, for resolution.

The GEC represents and warrants to the Authority, as of the Effective Date of this Agreement and throughout the term hereof, that it, its employees and sub consultants (a) have no financial or other beneficial interest in any contractor, engineer, product or service evaluated or recommended by the GEC, except as expressly disclosed in writing to the Authority, (b) shall discharge their consulting engineering responsibilities under this Agreement professionally, impartially and independently, and after considering all relevant information related thereto, and (c) are under no contractual or other restriction or obligation, the compliance with which is inconsistent with the execution of this Agreement or the performance of their respective obligations hereunder.

**34. THE COMPLETE AGREEMENT.**

This Agreement sets forth the complete agreement between the parties with respect to the services and expressly supersedes all other agreements (oral or written) with respect thereto.

**IN WITNESS WHEREOF**, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts hereof as of the Effective Date first above written.

**Authority:**  
**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

**GEC:**  
**PARSONS BRINCKERHOFF, INC.**

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

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

**APPENDIX A**  
**SCOPE OF SERVICES**

**Insert Appendix A**

**DRAFT**

**APPENDIX B**  
**RATE SCHEDULE**

**Insert Appendix B**



**APPENDIX C**

**KEY PERSONNEL**

<b><u>Title</u></b>	<b><u>GEC Employee</u></b>
Program Manager	Karen Creamer
Principal-in-Charge	Mario Medina
Deputy Program Manager	Glenn Goldstein
Project Manager	Duane McKinney
Design Manager	Scott Armstrong
Environmental Manager	Dan Kristoff
Public Involvement Manager	Keith Jackson
Scheduler	Justin Stuart

**APPENDIX D**

**WORK AUTHORIZATION**

WORK AUTHORIZATION NO. \_\_\_\_

This Work Authorization is made as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of \_\_\_\_\_, 2016 (the “Agreement”), between the **Central Texas Regional Mobility Authority** (“Authority”) and **Parsons Brinckerhoff, Inc.** (“GEC”). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

*[Brief description of the Project elements to which this Work Authorization applies]*

**Section A. - Scope of Services**

A.1. GEC shall perform the following Services:

*[Enter description of the Scope of Services here for which this Work Authorization applies, or make reference to an attached Appendix]*

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

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

**Section B. - Schedule**

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

**Section C. - Compensation**

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed \$ \_\_\_\_\_, based on the attached fee estimate. Compensation shall be in accordance with the Agreement.

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

**Section D. - Authority’s Responsibilities**

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

**Section E. - Other Provisions**

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

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

**Authority:**

**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**GEC:**

**PARSONS BRINCKERHOFF, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**APPENDIX A**

**SCOPE OF SERVICES**

**I. Purpose**

The Central Texas Regional Mobility Authority (the “Authority”) requires professional services of the General Engineering Consultant (the “GEC”) for a wide range of public liaison, technical, management, administrative, maintenance and operational services, advanced project development services, engineering, feasibility evaluation, right-of-way acquisition, utility/railroad/other relocation, planning, environmental, architectural, landscape architecture, and professional surveying and mapping to assist bringing to completion as expeditiously as possible various projects for the Authority and to support the operation, maintenance, construction, and evaluation thereof.

The GEC will operate as an extension of, and in complete coordination with, the Authority’s staff. To that end, the GEC shall be expected to represent and forward the interests of the Authority throughout all aspects and phases of the Authority’s activities and shall, when and as requested by the Authority, fully support the Authority in its dealings with contractors and suppliers, engineers and other consultants, the Authority’s counsel and accountants, traffic and revenue advisors, rating agencies, bond insurers and underwriters, governmental entities, landowners, and the public in accordance with the highest professional standards.

The GEC shall provide qualified technical and professional personnel to perform to the highest professional standards the duties and responsibilities assigned under the terms of this Agreement. Unless otherwise instructed by the Authority, the GEC shall minimize to the greatest extent possible the Authority’s need to apply its own resources to assignments authorized by the Authority. The Authority, at its option, may elect to expand, reduce, or delete the extent of each work element described in this Scope of Services document, provided such action does not alter the intent of this Agreement.

The Authority shall request general consulting civil engineering services on an as-needed basis. There is no guarantee that any or all of the services described in this Agreement will be assigned during the term of this Agreement. Further, the GEC is providing these services on a nonexclusive basis. The Authority, at its option, may elect to have any of the services set forth herein performed by other consultants or the Authority’s staff.

**II. Services**

It is anticipated that the GEC will perform oversight, provide resources and/or support for various services as directed by the Authority including, but not limited to, the following areas:

- A. Project Management
- B. Preparation or Management of Preliminary/Feasibility Project Details
- C. Preparation or Management of Environmental Documents
- D. Preparation or Management of PS&E Documents
- E. Procurement Services
- F. Construction Engineering & Inspection Services
- G. Tolling & ITS System Services
- H. ROW Services
- I. Utility Relocation Services
- J. Renewal/Replacement Maintenance Support Services
- K. Maintenance Oversight Services
- L. Public Involvement Services
- M. Scheduling Services
- N. Toll & Traffic Operations Services
- O. Programmatic Services
- P. Administrative Support Services
- Q. Asset Management Services
- R. Contract/LGPP Support Services

The general descriptions of services set forth above represent non-exclusive examples of the types of work elements that may be assigned to the GEC under the terms of this Agreement. The Authority anticipates that some of the work shall be performed in-house by the GEC utilizing its own staff and some work will be outsourced to other consultants. The scope of services for specific assignments to the GEC will be clarified in Section A of a Work Authorization or Letter Agreement at the time the assignment is made. Nonetheless, the Authority reserves the right to request the GEC to perform any of the services in-house (subject to the GEC's qualifications and capacity therefore) or to

outsource and have the GEC supervise same. Notwithstanding the general descriptions in Section II, the GEC will be expected to provide the expertise and resources necessary to fully implement and accomplish work of the type described in accordance with the Agreement. :

### III. Responsibilities of the Authority

The Authority will furnish, without cost to the GEC, the following services and data to the GEC in connection with services authorized under terms of this Agreement:

- Provide all criteria and full information as to the Authority's requirements for consultants' and contractors' services, including objectives, constraints, budgetary limitations, and time restraints.
- Furnish all the Authority's procedures, standards, forms, and policies applicable to the services.
- Furnish drawings, specifications, schedules, reports, and other information prepared by and/or for the Authority by others which are available to the Authority and which the Authority considers pertinent to GEC's responsibilities, as described herein.
- Provide existing structural, roadway, and other plans, as available to the Authority.
- Furnish available traffic, safety (accident), and planning data.
- Advise the GEC in all utility negotiation matters.
- Advise the GEC on all engineering requirements and Authority updates.
- Advise the GEC regarding all interlocal agreements, memoranda of understanding, and other agreements affecting the GEC's performance under this Agreement.
- As otherwise more specifically set forth in this Agreement and, if available, provide office space at the Authority's administration building for the GEC managers and staff selected to office with the Authority.

### IV. Specifications for Work

Provided below are lists of standards typically utilized by the Authority. These lists are by no means all inclusive but merely suggestive of the specifications governing the GEC's performance. The GEC shall comply with all applicable federal, state, and local regulations in performance of services.

A. Standard Specifications

The GEC shall ensure that all documents, studies, and construction plans, as applicable, are prepared in accordance with the latest editions of the standards applicable to or adopted by the Authority for the specific project which may include but are not limited to publications such as:

- American Association of State Highway and Transportation Officials' (AASHTO) Standard Specifications for Highway Bridges, including applicable interim specifications
- TxDOT's Highway Design Division Operations and Procedures Manual
- TxDOT's Standard Specifications for Construction of Highways, Streets and Bridges
- TxDOT's Foundation Exploration Manual
- TxDOT's Bridge Design Guide
- Texas Manual on Uniform Traffic Control Devices (TMUTCD)
- AASHTO's A Policy on Geometric Design of Highways and Streets
- AASHTO's Guide for Design of Pavement Structures
- AASHTO's Standard Specifications for Highway Bridges, including applicable interim specifications

Subject to approval by the Authority, the standards referenced above or otherwise applicable may be modified and supplemented to reflect identified requirements of specific projects, e.g., type and volume of using vehicles, design geometry, and geologic and environmental conditions.

Construction Plans shall be accurate, legible, complete in design, and drawn to the appropriate scale, furnished in reproducible form on material acceptable to the Authority. This also applies to other documents, studies and reports.

B. Survey Services

The GEC shall develop surveying criteria and ensure that all survey work, as applicable, is performed in accordance with all applicable surveying standards under the direct supervision of a professional land surveyor licensed as such by the state of Texas.

C. Professional Services Contract Documents

The GEC shall ensure that all contract documents and support forms have been prepared on operating systems compatible with Microsoft Windows based programs and acceptable to the Executive Director or his/her designee, with data storage to be on or within media acceptable to the Executive Director or his/her designee.

[End of Appendix]



**APPENDIX B**  
**RATE SCHEDULES**

**2016 WSP | Parsons Brinckerhoff Classification Rates**

<b>P-15</b>			<b>EXEMPT</b>	<b>NON-EXEMPT</b>
<b>Min</b>	<b>Mid</b>	<b>Max</b>		
\$ 102.95	\$ 124.92	\$ 140.00	BUSINESS MANAGER II	
\$ 118.35	\$ 125.45	\$ 140.50	CONSTRUCTION SERVICE MANAGER	
\$ 132.92	\$ 147.69	\$ 162.46	MANAGER OF PROJECTS	
\$ 108.27	\$ 134.89	\$ 155.12	PRINCIPAL AREA MGR	
\$ 120.85	\$ 126.14	\$ 131.43	PRINCIPAL CONSULTANT III	
\$ 106.73	\$ 121.88	\$ 137.03	SR MGR OF GOVERNMENT RELATIONS	
\$ 127.41	\$ 140.15	\$ 158.66	SR REGIONAL BUSINESS MGR	
\$ 97.06	\$ 133.88	\$ 153.96	SR TECHNICAL MGR	
<b>P-14</b>			<b>EXEMPT</b>	<b>NON-EXEMPT</b>
<b>Min</b>	<b>Mid</b>	<b>Max</b>		
\$ 76.32	\$ 84.80	\$ 94.98	ENVIRONMENTAL MANAGER	
\$ 94.53	\$ 101.73	\$ 113.95	PLANNING MANAGER	
\$ 75.00	\$ 84.80	\$ 90.00	SAFETY MGR	
\$ 84.15	\$ 93.41	\$ 105.04	SR ARCHITECTURAL MGR	
\$ 81.25	\$ 102.18	\$ 118.00	PRINCIPAL CONSULTANT II	
\$ 77.53	\$ 90.00	\$ 100.80	SR AREA MGR	
\$ 85.26	\$ 93.05	\$ 97.40	SR CONSTRUCTION ENGINEERING MGR	
\$ 75.00	\$ 96.18	\$ 106.00	SR ENGINEERING MGR	
\$ 68.39	\$ 89.09	\$ 102.45	SR PLANNING MANAGER	
\$ 69.74	\$ 85.00	\$ 92.00	TECHNICAL MGR	
\$ 84.47	\$ 92.08	\$ 102.00	TECHNICAL RESOURCE CENTER MANAGER	
<b>P-13</b>			<b>EXEMPT</b>	<b>NON-EXEMPT</b>
<b>Min</b>	<b>Mid</b>	<b>Max</b>		
\$ 67.03	\$ 78.41	\$ 87.00	ENGINEERING MGR	
\$ 62.05	\$ 68.94	\$ 75.83	MGR TECHNICAL SERVICES	
\$ 60.00	\$ 75.25	\$ 82.11	PRINCIPAL CONSULTANT I	
\$ 74.05	\$ 86.28	\$ 96.63	SR ASSOCIATE COUNSEL II	
\$ 68.77	\$ 76.41	\$ 84.05	SR MGR ENGINEERING/TECH SUPP	
\$ 64.32	\$ 72.95	\$ 81.70	SR MGR INFORMATION TECHNOLOGY	
\$ 64.60	\$ 76.10	\$ 85.51	SR PRIN ENGINEER	
\$ 56.21	\$ 73.00	\$ 81.76	SR PRIN TECHNICAL SPECIALIST	
\$ 64.72	\$ 77.07	\$ 88.00	SR PROJECT CONTROL MANAGER	
\$ 64.91	\$ 73.59	\$ 82.81	SR SUPV ARCHITECT	
\$ 54.86	\$ 74.72	\$ 83.69	SR SUPV CONSTRUCTION ENGINEER	
\$ 51.82	\$ 74.92	\$ 83.91	SR SUPV ENGINEER	
\$ 60.61	\$ 70.96	\$ 79.48	SR SUPV ENVIRONMENTAL ENGINEER	
\$ 68.83	\$ 81.88	\$ 91.76	SR SUPV ESTIMATOR	
\$ 62.76	\$ 78.20	\$ 87.58	SR SUPV GEOLOGIST	
\$ 56.81	\$ 69.81	\$ 78.19	SR SUPV PLANNER	
\$ 69.71	\$ 75.64	\$ 81.74	SR SUPV PROJ CONTROL SPECIALIST	
\$ 79.87	\$ 82.84	\$ 85.80	SR SUPV SCHEDULER	
<b>P-12</b>			<b>EXEMPT</b>	<b>NON-EXEMPT</b>

Min	Mid	Max		
\$ 47.54	\$ 59.40	\$ 66.53	CADD MGR II	
\$ 50.00	\$ 61.44	\$ 68.81	COMPUTER SYSTEMS SPECIALIST	
\$ 55.30	\$ 61.70	\$ 69.59	CONSULTANT III	
\$ 62.50	\$ 67.23	\$ 73.32	FINANCIAL PLANNER SPECIALIST	
\$ 52.88	\$ 62.43	\$ 71.48	PRIN ENGINEER	
\$ 37.00	\$ 42.00	\$ 47.04	PRIN TECHNICAL SPECIALIST	
\$ 48.47	\$ 53.85	\$ 59.24	SUPV ARCHAEOLOGIST	
\$ 48.46	\$ 59.17	\$ 67.06	SUPV ARCHITECT	
\$ 43.98	\$ 50.00	\$ 56.00	SUPV CONSTRUCTION ENGINEER	
\$ 38.40	\$ 48.00	\$ 53.76	SUPV CONTRACT ADMINISTRAT	
\$ 41.80	\$ 52.00	\$ 58.24	SUPV ENGINEER	
\$ 45.05	\$ 51.00	\$ 57.12	SUPV ENVIRONMENTAL ENGR	
\$ 47.42	\$ 51.00	\$ 60.00	SUPV ENVIRONMENTAL SCIENTIST	
\$ 52.43	\$ 58.94	\$ 63.27	SUPV ESTIMATOR	
\$ 54.60	\$ 64.59	\$ 72.34	SUPV GEOLOGIST	
\$ 44.73	\$ 55.90	\$ 62.61	SUPV PLANNER	
\$ 55.30	\$ 65.00	\$ 72.80	SUPV PROJECT CONTROL SPECIALIST	
\$ 63.24	\$ 70.06	\$ 78.45	SUPV SCHEDULER	
<b>P-11</b>			<b>EXEMPT</b>	<b>NON-EXEMPT</b>
Min	Mid	Max		
\$ 44.35	\$ 52.73	\$ 59.61	CADD MGR I	
\$ 49.00	\$ 56.64	\$ 60.01	CONSULTANT II	
\$ 46.69	\$ 49.63	\$ 53.05	LEAD APPLICATIONS DEVELOPER	
\$ 47.28	\$ 52.37	\$ 58.25	LEAD ARCHITECT	
\$ 41.86	\$ 44.88	\$ 50.27	LEAD COMPUTER GRAPHICS SPEC	
\$ 51.69	\$ 56.16	\$ 63.31	LEAD COMPUTER SYSTEMS COOR	
\$ 43.00	\$ 49.19	\$ 56.50	LEAD CONSTRUCTION ENGINEER	
\$ 44.00	\$ 55.00	\$ 62.00	LEAD ENGINEER	
\$ 55.00	\$ 62.00	\$ 69.44	LEAD ENVIRONMENTAL ENGINEER	
\$ 50.11	\$ 57.50	\$ 62.10	LEAD ESTIMATOR	
\$ 42.00	\$ 48.31	\$ 53.00	LEAD GEOLOGIST	
\$ 36.97	\$ 45.61	\$ 54.00	LEAD PLANNER	
\$ 43.00	\$ 54.31	\$ 59.67	LEAD SCHEDULER	
\$ 37.71	\$ 49.51	\$ 55.00	LEAD SYSTEMS ANALYST	
\$ 44.57	\$ 53.15	\$ 59.53	SR PROJECT CONTROL SPECIALIST	
\$ 32.84	\$ 50.51	\$ 56.57	SR TECHNICAL SPECIALIST	
<b>P-10</b>			<b>EXEMPT</b>	<b>NON-EXEMPT</b>
Min	Mid	Max		
\$ 32.50	\$ 43.33	\$ 48.53	CADD SUPV II	
\$ 46.35	\$ 51.50	\$ 56.65	CONSULTANT I	
\$ 25.84	\$ 32.00	\$ 35.84	ENGINEER II	
\$ 36.05	\$ 43.95	\$ 50.07	PROJECT CONTROL SPECIALIST	
\$ 39.22	\$ 45.08	\$ 50.49	SR APPLICATIONS DEVELOPER	
\$ 38.89	\$ 41.68	\$ 45.68	SR ARCHITECT	
\$ 36.27	\$ 41.18	\$ 45.30	SR COMPUTER GRAPHICS SPECIALIST	
\$ 33.66	\$ 45.15	\$ 50.57	SR CONSTRUCTION ENGINEER	
\$ 29.25	\$ 39.00	\$ 43.68	SR ENGINEER	
\$ 37.12	\$ 54.97	\$ 61.57	SR ENVIRONMENTAL ENGINEER	
\$ 33.35	\$ 36.17	\$ 40.16	SR ENVIRONMENTAL SCIENTIST	
\$ 40.35	\$ 44.83	\$ 49.31	SR ESTIMATOR	
\$ 41.83	\$ 43.26	\$ 44.24	SR GEOLOGIST	
\$ 34.12	\$ 38.75	\$ 43.38	SR INFORMATION COORDINATOR	
\$ 31.94	\$ 38.08	\$ 44.14	SR PLANNER	

<b>P-09</b>			<b>EXEMPT</b>	<b>NON-EXEMPT</b>
Min	Mid	Max		
\$ 32.70	\$ 33.34	\$ 33.97	ARCHEOLOGIST II	
\$ 30.74	\$ 34.57	\$ 38.72	ARCHITECT II	
\$ 29.75	\$ 33.05	\$ 36.36	ASST DATA BASE ADMIN	
\$ 29.00	\$ 32.22	\$ 35.44	ASST PROJECT CONTROL SPECIALIST	
\$ 33.09	\$ 36.24	\$ 43.89	CADD SUPV I	
\$ 31.35	\$ 35.84	\$ 41.44	COMPUTER GRAPHICS SPECIALIST IV	
\$ 32.14	\$ 38.70	\$ 43.34	CONSTRUCTION ENGINEER II	
\$ 35.20	\$ 36.73	\$ 40.21	CONTRACT ADMIN II	
\$ 27.06	\$ 28.54	\$ 30.02	EDITOR IV	
\$ 29.00	\$ 38.20	\$ 42.78	ENGINEER II	
\$ 31.24	\$ 36.47	\$ 40.85	ENVIRONMENTAL SCIENTIST II	
\$ 30.90	\$ 34.13	\$ 38.23	FINANCIAL PLANNER/ANALYST IV	
\$ 31.55	\$ 35.06	\$ 38.57	GEOLOGIST II	
\$ 30.00	\$ 36.01	\$ 39.18	OFFICE ENGINEER II	
\$ 28.42	\$ 32.94	\$ 36.89	PLANNER II	
\$ 28.91	\$ 35.78	\$ 40.07	PROJECT ACCOUNTANT II	
\$ 33.30	\$ 37.00	\$ 40.70	PROJECT ADMIN III	
<b>P-08</b>			<b>EXEMPT</b>	<b>NON-EXEMPT</b>
Min	Mid	Max		
\$ 27.06	\$ 31.58	\$ 35.37	ARCHITECT I	
\$ 31.55	\$ 37.25	\$ 39.51	ASSOCIATE CONSULTANT II	
\$ 22.28	\$ 27.13	\$ 30.39	COMPUTER GRAPHICS SPECIALIST III	
\$ 33.72	\$ 35.61	\$ 38.27	COMPUTER SYSTEMS COORDINATOR I	
\$ 28.50	\$ 35.40	\$ 39.65	CONSTRUCTION ENGINEER I	
\$ 24.04	\$ 29.01	\$ 32.49	DOCUMENT CONTROL COORDINATOR I	
\$ 26.45	\$ 32.51	\$ 36.41	ENGINEER I	
\$ 25.51	\$ 31.05	\$ 34.78	ENVIRONMENTAL ENGINEER I	
\$ 19.20	\$ 24.47	\$ 27.41	ENVIRONMENTAL SCIENTIST I	
\$ 28.85	\$ 29.65	\$ 30.05	GEOLOGIST I	
\$ 25.75	\$ 31.12	\$ 34.85	OFFICE ENGINEER I	
\$ 25.97	\$ 29.38	\$ 31.82	PLANNER I	
<b>P-07</b>			<b>EXEMPT</b>	<b>NON-EXEMPT</b>
Min	Mid	Max		
\$ 22.41	\$ 26.79	\$ 28.50	ASST ARCHITECT	
\$ 25.69	\$ 28.54	\$ 31.39	ASST COMPUTER SYSTEMS COOR	
\$ 27.89	\$ 28.63	\$ 29.37	ASST CONSTRUCTION ENGINEER	
\$ 23.00	\$ 29.20	\$ 32.70	ASST ENGINEER	
\$ 23.34	\$ 25.93	\$ 25.97	ASST ENVIRONMENTAL SCIENTIST	
\$ 28.35	\$ 31.50	\$ 34.65	ASST OFFICE ENGINEER	
\$ 22.69	\$ 25.64	\$ 28.37	ASST PLANNER	
\$ 22.55	\$ 29.54	\$ 33.08	ASST TECHNICAL SPECIALIST	
\$ 24.24	\$ 26.93	\$ 29.62	FINANCIAL PLANNER/ANALYST II	
<b>P-06</b>			<b>EXEMPT</b>	<b>NON-EXEMPT</b>
Min	Mid	Max		
\$ 26.94	\$ 29.93	\$ 33.52	ACCOUNTANT I	
<b>T-11</b>			<b>EXEMPT</b>	<b>NON-EXEMPT</b>
Min	Mid	Max		
\$ 42.62	\$ 53.92	\$ 60.39		PRINCIPAL SUPV INSPECTOR
\$ 45.27	\$ 50.30	\$ 55.33		PRIN SUPV CONSTRUCTION COORD.
<b>T-10</b>			<b>EXEMPT</b>	<b>NON-EXEMPT</b>
Min	Mid	Max		
\$ 35.57	\$ 43.72	\$ 48.97		PRIN TECHNICIAN

\$ 33.68	\$ 44.71	\$ 50.08		SR CADD DESIGNER III
\$ 41.95	\$ 46.61	\$ 51.27		SR SUPERVISING SURVEYOR
\$ 33.70	\$ 43.82	\$ 49.08		SR SUPV CONSTRUCTION COORDINATOR
\$ 36.05	\$ 45.74	\$ 51.23		SR SUPV INSPECTOR
<b>T-09</b>			<b>EXEMPT</b>	<b>NON-EXEMPT</b>
<b>Min</b>	<b>Mid</b>	<b>Max</b>		
\$ 24.04	\$ 36.74	\$ 41.15		SR CADD DESIGNER II
\$ 37.69	\$ 37.69	\$ 42.21		SR SUPV DRAFTER
\$ 29.81	\$ 33.41	\$ 37.42		SR SYSTEMS OPERATOR
\$ 43.81	\$ 43.81	\$ 49.07		SUPERVISING SURVEYOR
\$ 45.49	\$ 45.49	\$ 50.95		SUPV COMPUTER OPERATIONS
\$ 42.00	\$ 42.00	\$ 47.04		SUPV CONSTRUCTION COORDINATOR
\$ 30.00	\$ 37.07	\$ 41.52		SUPV INSPECTOR
\$ 30.60	\$ 37.69	\$ 41.52		SUPV TECHNICIAN
<b>T-08</b>			<b>EXEMPT</b>	<b>NON-EXEMPT</b>
<b>Min</b>	<b>Mid</b>	<b>Max</b>		
\$ 25.50	\$ 28.44	\$ 31.38		INSTRUMENT OPERATOR II
\$ 31.37	\$ 34.73	\$ 38.05		SR CADD DESIGNER I
\$ 26.45	\$ 34.19	\$ 38.29		SR CADD OPERATOR I
\$ 25.75	\$ 33.11	\$ 37.08		SR INSPECTOR
\$ 17.00	\$ 30.27	\$ 33.90		SR TECHNICIAN
\$ 25.42	\$ 30.52	\$ 34.18		SYSTEMS OPERATOR III
<b>T-07</b>			<b>EXEMPT</b>	<b>NON-EXEMPT</b>
<b>Min</b>	<b>Mid</b>	<b>Max</b>		
\$ 20.67	\$ 27.66	\$ 30.98		CADD DESIGNER III
\$ 23.85	\$ 26.50	\$ 29.15		CADD OPERATOR III
\$ 20.00	\$ 22.03	\$ 24.05		CONSTRUCTION COORDINATOR II
\$ 20.00	\$ 27.87	\$ 31.21		INSPECTOR II
\$ 17.60	\$ 21.77	\$ 24.38		SYSTEMS OPERATOR II
\$ 21.34	\$ 26.27	\$ 29.42		TECHNICIAN II
<b>T-06</b>			<b>EXEMPT</b>	<b>NON-EXEMPT</b>
<b>Min</b>	<b>Mid</b>	<b>Max</b>		
\$ 20.00	\$ 25.38	\$ 28.43		CADD OPERATOR II
\$ 21.39	\$ 22.36	\$ 22.36		CONSTRUCTION COORDINATOR I
\$ 20.32	\$ 21.91	\$ 23.50		DRAFTER III
\$ 24.00	\$ 24.03	\$ 24.05		ENGR IN TRAINING
\$ 22.00	\$ 24.27	\$ 27.18		INSPECTOR I
\$ 17.10	\$ 19.00	\$ 20.90		PLANNER IN TRAINING
\$ 18.00	\$ 21.35	\$ 23.91		SYSTEMS OPERATOR I
\$ 16.00	\$ 19.05	\$ 21.34		TECHNICIAN I
<b>T-05</b>			<b>EXEMPT</b>	<b>NON-EXEMPT</b>
<b>Min</b>	<b>Mid</b>	<b>Max</b>		
\$ 16.08	\$ 19.36	\$ 22.26		ASST SYSTEMS OPERATOR
\$ 17.56	\$ 21.63	\$ 24.08		ENGINEERING AIDE III
\$ 17.15	\$ 24.07	\$ 26.96		SURVEYOR II
<b>T-04</b>			<b>EXEMPT</b>	<b>NON-EXEMPT</b>
<b>Min</b>	<b>Mid</b>	<b>Max</b>		
\$ 16.80	\$ 16.80	\$ 18.82		DRAFTER I
\$ 17.00	\$ 20.50	\$ 22.96		INSPECTOR AIDE II
\$ 19.85	\$ 19.85	\$ 22.23		OPERATIONS/MAINTENANCE TECH III
<b>T-03</b>			<b>EXEMPT</b>	<b>NON-EXEMPT</b>

Min	Mid	Max		
\$ 13.00	\$ 13.00	\$ 14.56		DRAFTER TRAINEE
\$ 12.00	\$ 16.26	\$ 18.21		ENGINEERING AIDE I
\$ 14.97	\$ 15.99	\$ 18.00		INSPECTOR AIDE I
\$ 14.00	\$ 16.14	\$ 18.46		OPERATIONS/MAINTENANCE TECH II
<b>A-09</b>			<b>EXEMPT</b>	<b>NON-EXEMPT</b>
Min	Mid	Max		
\$ 31.50	\$ 40.10	\$ 44.91		EXEC ASST II
\$ 26.87	\$ 26.87	\$ 30.09		HUMAN RESOURCES COORDINATOR II
<b>A-08</b>			<b>EXEMPT</b>	<b>NON-EXEMPT</b>
Min	Mid	Max		
\$ 21.64	\$ 31.81	\$ 35.63		ADMIN SUPV III
\$ 22.63	\$ 33.08	\$ 37.05		EXEC ASST I
\$ 28.50	\$ 30.35	\$ 32.19		EXEC SECRETARY
\$ 28.30	\$ 30.22	\$ 32.13		PROJECT ADMIN II
<b>A-07</b>			<b>EXEMPT</b>	<b>NON-EXEMPT</b>
Min	Mid	Max		
\$ 20.68	\$ 25.36	\$ 27.47		ADMIN SUPV II
\$ 17.00	\$ 19.43	\$ 21.76		BILLER II
\$ 17.83	\$ 19.81	\$ 21.79		HUMAN RESOURCES ASST IV
\$ 23.08	\$ 28.25	\$ 31.64		PROJECT ADMIN I
\$ 19.04	\$ 26.33	\$ 29.49		SR ACCOUNTING CLERK
\$ 19.25	\$ 26.99	\$ 30.23		SR ADMIN ASST
\$ 23.76	\$ 28.24	\$ 31.63		SR OFFICE ASST
\$ 18.00	\$ 28.97	\$ 32.45		SR SECRETARY
<b>A-06</b>			<b>EXEMPT</b>	<b>NON-EXEMPT</b>
Min	Mid	Max		
\$ 16.83	\$ 19.52	\$ 21.86		ACCOUNTING CLERK II
\$ 17.50	\$ 22.33	\$ 25.01		ADMIN ASST II
\$ 15.00	\$ 15.90	\$ 17.00		BILLER I
\$ 18.03	\$ 20.20	\$ 21.64		HUMAN RESOURCES ASST III
\$ 19.87	\$ 24.46	\$ 27.30		OFFICE ASST II
<b>A-05</b>			<b>EXEMPT</b>	<b>NON-EXEMPT</b>
Min	Mid	Max		
\$ 12.00	\$ 20.22	\$ 22.65		ADMIN ASST I
\$ 17.80	\$ 19.70	\$ 22.06		OFFICE ASST I
<b>A-04</b>			<b>EXEMPT</b>	<b>NON-EXEMPT</b>
Min	Mid	Max		
\$ 13.79	\$ 17.43	\$ 19.11		SR CLERK
<b>A-03</b>			<b>EXEMPT</b>	<b>NON-EXEMPT</b>
Min	Mid	Max		
\$ 12.00	\$ 12.08	\$ 12.24		RECEPTIONIST I
\$ 12.00	\$ 14.42	\$ 16.15		CLERK III
<b>A-02</b>			<b>EXEMPT</b>	<b>NON-EXEMPT</b>
Min	Mid	Max		
\$ 11.00	\$ 12.94	\$ 14.49		CLERK II

## 2016 Job Classifications and Salary Structure for RS&H

Labor/Staff Classification	Min	Mid	Max
Admin/Clerical I	\$ 20.00	\$ 24.00	\$ 27.00
Admin/Clerical II	\$ 25.00	\$ 29.00	\$ 33.00
Architect II	\$ 27.00	\$ 32.00	\$ 36.00
Architect III	\$ 34.00	\$ 40.00	\$ 46.00
Architect IV	\$ 42.00	\$ 49.00	\$ 56.00
CADD Operator I	\$ 20.00	\$ 23.00	\$ 26.00
CADD Operator II	\$ 26.00	\$ 31.00	\$ 35.00
Construction Engineer	\$ 60.00	\$ 69.00	\$ 79.00
Contract Manager II	\$ 31.00	\$ 36.00	\$ 41.00
Contract Manager III	\$ 37.00	\$ 43.00	\$ 49.00
Controls Specialist I	\$ 21.00	\$ 25.00	\$ 28.00
Controls Specialist II	\$ 32.00	\$ 37.00	\$ 42.00
Cost Estimator	\$ 59.00	\$ 68.00	\$ 78.00
Deputy Project Manager	\$ 57.00	\$ 66.00	\$ 75.00
Engineer I	\$ 24.00	\$ 28.00	\$ 32.00
Engineer II	\$ 30.00	\$ 35.00	\$ 40.00
Engineer III	\$ 39.00	\$ 45.00	\$ 51.00
Engineer IV	\$ 48.00	\$ 56.00	\$ 64.00
Engineer V	\$ 63.00	\$ 73.00	\$ 83.00
Environmental III	\$ 42.00	\$ 49.00	\$ 56.00
Environmental IV	\$ 56.00	\$ 65.00	\$ 74.00
Environmental V	\$ 74.00	\$ 86.00	\$ 98.00
Feasibility Specialist	\$ 94.00	\$ 109.00	\$ 125.00
GIS Analyst	\$ 30.00	\$ 35.00	\$ 40.00
Graphic Designer I	\$ 17.00	\$ 20.00	\$ 23.00
Graphic Designer II	\$ 22.00	\$ 26.00	\$ 29.00
Landscape Architect V	\$ 62.00	\$ 72.00	\$ 82.00
Lead Procurement Project Manager	\$ 89.00	\$ 103.00	\$ 118.00
Network Engineer III	\$ 40.00	\$ 47.00	\$ 54.00
Planner I	\$ 18.00	\$ 21.00	\$ 24.00
Planner II	\$ 24.00	\$ 28.00	\$ 32.00
Planner III	\$ 32.00	\$ 37.00	\$ 42.00
Principal	\$ 96.00	\$ 111.00	\$ 127.00
Procurement Specialist I	\$ 59.00	\$ 68.00	\$ 78.00
Procurement Specialist II	\$ 76.00	\$ 88.00	\$ 101.00
Project Coordinator III	\$ 30.00	\$ 35.00	\$ 40.00
Project Coordinator IV	\$ 39.00	\$ 45.00	\$ 51.00
Project Manager	\$ 59.00	\$ 68.00	\$ 78.00
Public Involvement Specialist	\$ 65.00	\$ 75.00	\$ 86.00
Quality Manager	\$ 73.00	\$ 84.00	\$ 96.00
Scheduler III	\$ 49.00	\$ 57.00	\$ 65.00
Senior Advisor	\$ 99.00	\$ 114.00	\$ 131.00

Senior CADD Operator	\$ 31.00	\$ 36.00	\$ 41.00
Senior Controls Manager	\$ 47.00	\$ 55.00	\$ 63.00
Senior Cost Estimator	\$ 67.00	\$ 78.00	\$ 89.00
Senior Environmental / Planner	\$ 95.00	\$ 110.00	\$ 126.00
Senior GIS Analyst	\$ 36.00	\$ 42.00	\$ 48.00
Senior Graphic Designer	\$ 42.00	\$ 49.00	\$ 56.00
Senior Operations & Maintenance Engineer	\$ 73.00	\$ 84.00	\$ 96.00
Senior Project Manager	\$ 76.00	\$ 88.00	\$ 101.00
Senior Quality Manager	\$ 98.00	\$ 113.00	\$ 129.00
Senior Scheduler	\$ 64.00	\$ 74.00	\$ 85.00
SharePoint Administrator I	\$ 49.00	\$ 57.00	\$ 65.00
SharePoint Administrator II	\$ 59.00	\$ 68.00	\$ 78.00
Tolls Specialist I	\$ 63.00	\$ 73.00	\$ 83.00
Tolls Specialist II	\$ 81.00	\$ 94.00	\$ 108.00
Traffic Modeler II	\$ 63.00	\$ 73.00	\$ 83.00
Traffic Modeler III	\$ 73.00	\$ 85.00	\$ 97.00

[End of Appendix]



**CENTRAL TEXAS  
Regional Mobility Authority**

June 15, 2016  
AGENDA ITEM #12

---

Discuss and Consider Approval of Supplement No. 3 to HNTB's Work Authorization No. 16 for the MoPac Improvement Project.

Strategic Plan Relevance: Regional Mobility  
Department: Engineering  
Contact: Jeffrey Dailey, P.E., Deputy Executive Director  
Associated Costs: Not to exceed \$7,650,000  
Funding Source: Reimbursed with Project Funds  
Action Requested: Consider and act on draft resolution.

Summary:

Construction activities on the MoPac Improvement Project are projected to continue through contract close-out in April 2017. Accordingly, Construction Oversight and Claims/Dispute Board Support services will be required through that same period of time. The total costs for these services from June 2013 through June 2016 is \$22,930,663. This amount includes approximately \$1,500,000 to support claims and Dispute Board efforts. It is estimated that the cost for Construction Oversight and Claims/Dispute Board Support services through April 2017 is \$7,650,000. Increments of this amount will be approved on a quarterly basis to manage cost and performance.

Staff requests Board Authorization for the Executive Director to execute work authorizations to HNTB for an amount not to exceed \$7,650,000.

Backup provided: Draft Supplement No. 3 to Work Authorization No. 16;  
Draft Resolution



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

**RESOLUTION NO. 16-0XX**

**APPROVING SUPPLEMENT NO. 3 TO HNTB WORK AUTHORIZATION NO. 16  
FOR THE MOPAC IMPROVEMENT PROJECT**

WHEREAS, by Resolution No. 13-040 dated June 26, 2014, the Board of Directors authorized the Executive Director to finalize and execute on behalf of the Mobility Authority a proposed work authorization with HNTB Corporation (“HNTB”) for the MoPac Improvement Project (the “Project”); and

WHEREAS, by Resolution No. 15-004 dated January 28, 2015, the Board of Directors authorized the Executive Director to finalize and execute Supplement No. 1, providing an extension to Work Authorization No. 16 with HNTB for the Project; and

WHEREAS, by Resolution 15-095, the Board of Directors authorized the Executive Director to finalize and execute Supplement No. 2, providing an additional extension to Work Authorization No. 16 with HNTB for the Project; and

WHEREAS, the Executive Director and HNTB have negotiated a proposed Supplement No. 3 to Work Authorization No. 16 in an amount not to exceed \$7,650,000.00 for construction oversight and claims/dispute board support services through April 2017 which is attached hereto as Exhibit A; and

WHEREAS, the Executive Director intends to authorize work to be performed under Supplement No. 3 to Work Authorization No. 16 through incremental time extensions and directives in an effort to effectively manage cost and performance; and

WHEREAS, the Executive Director recommends approval of proposed Supplement No. 3 to Work Authorization No. 16.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby adopts and approves Supplement No. 3 to Work Authorization No. 16 in substantially the form attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to finalize and execute Supplement No. 3 to Work Authorization No. 16 on behalf of the Mobility Authority; and

BE IT FURTHER RESOLVED that the Executive Director is directed to authorize work to be performed under Supplement No. 3 to Work Authorization No. 16 through a series of incremental time extensions directives to more effectively manage overall project cost and performance.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 15<sup>th</sup> day of June 2016.

Submitted and reviewed by:

Approved:

---

Geoffrey Petrov, General Counsel

---

Ray A. Wilkerson  
Chairman, Board of Directors

**Exhibit A**

## **APPENDIX D**

### **WORK AUTHORIZATION SUPPLEMENT**

#### **WORK AUTHORIZATION NO. 16**

#### **SUPPLEMENT NO. 3**

This Supplement No. 3 to Work Authorization No. 16, dated April 27, 2013, is made as of this \_\_\_\_ day of \_\_\_\_\_, 2016, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES (the “Agreement”), between the Central Texas Regional Mobility Authority (“Authority”) and HNTB Corporation (“GEC”). This Supplement is made for the following purpose, consistent with the services defined in the Agreement:

#### ***MoPac Improvement Project Oversight and Disputes Board Oversight***

The Project schedule requires extension in order for the D/B contractor to complete the project, necessitating amendment to the Work Authorization 16 schedule and compensation to continue the defined services. Additionally, claims brought forth by the D/B contractor require defense in front of the Disputes Board per Amendment No. 1 to DESIGN/BUILD CONTRACT, Section 4 and additional claims that the D/B Contractor has said they will bring forward since Amendment 1, necessitating an amendment to the Work Authorization 16 compensation to continue the defined services. The following terms and conditions of Work Authorization No. 16 are hereby appended as follows:

#### **Section A. – Scope of Services**

##### A1. – Design-Build Oversight.

The scope of services defined in Attachment A of Work Authorization 16, as amended by Supplement No. 1 and Supplement No. 2, remain in full force and effect with respect to the overseeing of design and construction of the Project.

##### A2. – Claims.

Additional services under this Supplement are comprised of completing work related to processes, tasks and deliverables for D/B Contractor claims review, negotiation and potential for Disputes Board Hearings for two (2) claims, as depicted below.

The services will involve the completion of the following tasks begun under Supplement No. 2:

- Review of D/B Contractor submitted claims, entitlement packages and/or requests for equitable adjustment (all referred to as claims);
- Research of contract clauses;
- Review of project related documentation;
- Coordination with Project team members and outside counsel (Locke Lord);
- Outlining, writing and finalizing original responses to D/B Contractor claims;
- Outlining, writing and finalizing Position Papers, Rebuttal Papers and Presentation;

- Coordination with Project team members and outside counsel (Locke Lord) and Expert Witnesses in preparation for Disputes Board Hearings;
- Response to Disputes Board rulings
- Development of supplement negotiation materials for the Authority that may be required due to Disputes Board rulings; and
- Publication and transmittal of necessary documents.

D/B Contractor shall be allowed to pursue multiple claims through the Disputes Board process provided for in Section 25 of the D/B Contract. For purposes of this Supplement No. 3, completion of services for the following two (2) claims are included:

- (i) Quantum hearing related to the 42" waterline
- (ii) Previously rejected maintenance of traffic proposal(s);

A3. – General Disputes Board Support.

In addition to the above, the GEC will provide support related to asserted claims and/or potential change orders that may result in claims. Support related to these asserted claims will be limited to approximately 620 hours as further depicted in the attached fee estimate. Direct expenses associated with this task are estimated to be \$10,000.

It is understood by the Authority and the GEC that there may be settlement of any claims by the D/B Contractor and the Authority prior to Disputes Board Hearings. No services are anticipated for litigation brought by either the Authority or the D/B Contractor related to a rejection of Disputes Board recommendations related to these issues. Those services and associated fees will be negotiated under an additional supplement.

A4. – Services not anticipated under this Supplement.

Additional services may be needed if the Project completion requires processes, tasks and deliverables not currently anticipated; including D/B Contractor default with no cure, D/B Contractor termination, and D/B Contractor voluntary termination. If required, those services and associated fees will be negotiated under an additional supplement.

**Section B. - Schedule**

GEC shall perform the Services based on an as needed basis. These services are anticipated to be completed by April 30, 2017, and the task order will expire no later than December 31, 2017; an additional supplement could be required to continue services beyond the anticipated completion date.

**Section C. – Compensation**

C1. – General

In return for the performance of the foregoing obligations, the Authority authorizes to the GEC an additional \$7,650,000 based on a Cost Plus fee in Attachment B – SWA03 Fee Estimate. A total of \$508,719 in labor costs included in the additional amount of \$7,650,000 will be set aside as contingency and will be utilized only with written approval by the Authority. This will increase the not-to-exceed amount for Work Authorization No. 16 from

\$22,930,663 to \$30,580,663. All other Compensation terms shall be in accordance with the Agreement.

C2. – Expenses.

With respect to expenses for Supplement No. 3, the additional amount of \$7,650,000 includes a total of \$368,918 for expenses which will be billed on a lump sum basis monthly, as shown in Attachment B – SWA03 Fee Estimate.

C3. – Compensation Provisions.

The Authority and the GEC agree that the budget amounts contained in Attachment B-SWA03 Fee Estimate for the GEC are estimates and that these individual figures may be redistributed and/or adjusted as necessary over the duration of this Work Authorization. The GEC may alter the compensation distribution between tasks or work assignments to be consistent with the Services actually rendered within the total Work Authorization amount. The GEC shall not exceed the maximum amount payable without prior written permission by the Authority.

**Section E. – Other Provisions**

N/A

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

**Authority:**

**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

By: \_\_\_\_\_

Name: Mike Heiligenstein

Title: Executive Director

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

**GEC:**

**HNTB Corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Attachment B  
SWA03 Fee Estimate

	HNTB	DBE SUB	NON-DBE SUB	TOTAL	Percentage of Oversight Fee
<b>Total Labor &amp; Overhead &amp; Profit</b>					
Project Management Oversight	\$747,156			<b>\$747,156</b>	9.77%
Claims Review and DRB Support	\$584,817	\$33,180	\$27,821	<b>\$645,818</b>	8.44%
Toll Facilities	\$514,217			<b>\$514,217</b>	6.72%
Project Controls	\$324,832	\$129,910	\$26,838	<b>\$481,580</b>	6.30%
Public Involvement	\$134,413	\$75,680		<b>\$210,094</b>	2.75%
Construction Oversight	\$3,355,367	\$1,304,488	\$22,169	<b>\$4,682,023</b>	61.20%
<b>Sub-Total Burdened Labor</b>	<b>\$5,660,803</b>	<b>\$1,543,258</b>	<b>\$76,827</b>	<b>\$7,280,888</b>	95.18%
<b>Expenses</b>	<b>\$286,830</b>	<b>\$78,196</b>	<b>\$3,893</b>	<b>\$368,918</b>	4.82%
<b>Total Fee (Design/Build Oversight)</b>	<b>\$5,947,632</b>	<b>\$1,621,454</b>	<b>\$80,720</b>	<b>\$7,649,807</b>	100.00%
			<b>Round To</b>	<b>\$7,650,000</b>	

## Attachment B

### SWA 03 Fee - Expense Summary

Oversight Expenses	
	Monthly amount for months 1-10 after supplement execution
Expenses - includes mileage, travel, leased vehicles*, vehicle supplies, field / safety equipment, network/technology, desk phones, wiring, computers, earth cam, miscellaneous supplies, vendors, and other expenses for field office	\$30,892

10 months     \$308,918

\*Vehicle expenses are anticipated through April 2017. Any work requiring the extension of vehicle leases beyond April 2017 will require additional fee.

DB Expenses	
	Monthly amount for months 1-2 after supplement execution
Expenses - includes mileage, travel, printing, exhibits, delivery/courier charges, and miscellaneous supplies	\$30,000

2 months     \$60,000

Grand total expenses:     \$368,918





**CENTRAL TEXAS  
Regional Mobility Authority**

June 15, 2016  
AGENDA ITEM #13

---

Discuss and Consider Adoption of the  
Proposed 2017 Operating Budget.

Strategic Plan Relevance: Regional Mobility

Department: Finance

Contact: Bill Chapman, Chief Financial Officer; Mary Temple,  
Controller

Funding Source: N/A

Action Requested: Consider and act on draft resolution

Summary:

A detailed presentation regarding the proposed FY 2017 operating budget will be made at the Board meeting. The numbers in the budget do not always tell the story – a few highlights are pointed out below:

- Through May of this year, the 65.1 million transactions logged are higher than the same period last year by 8.7 million. We anticipate a new year over year historical high for both number of transactions, and total increase in transactions
- Operating revenues increased by 11% primarily due to increased transactions on the current system roadways and the planned openings of MoPac Managed Lanes and 71E non-system projects
- This projection does not assume a toll rate increase that may be contemplated by the Board
- Revenue from MoPac should be on schedule per the agreement with CAMPO, beginning with the first payment in 2017, by end of year
- CTRMA has installed a new toll system on 183A upgrading to the latest technology available in the industry
- CTRMA initiated a new performance based maintenance contract that will expand maintenance of the roadways bringing control of the maintenance

contract to agency staff and enhancing the level of service on and along the roadways

- Overall expenses increased by 3% or \$2.6 million – the increase is primarily due to funding the new maintenance contract, outside legal counsel, and enhanced communications efforts at all levels
- Overhead represents 8% of expenses and 10% of revenues
- HERO saw in excess of 14,000 responses this past fiscal year, and over 54,000 since inception in 2010
- Revenue exceeds expenses by 15%
- Cash flow reserves represent a 41% increase year over year and meets CTRMA Board cash reserves policy requirements
- Debt service ***decreased*** from FY 2016 as a result of the savings achieved with the refunding of bonds
- The budget includes one proposed position added in the Engineering department for construction management – this position will be funded by the 183S project
- Projects under development exceed \$1 billion; currently under operation, \$900 million

Attached documentation for reference:

FY 2017 Proposed Operating Budget;  
Draft Resolution

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

**RESOLUTION NO. 16-XXX**

**APPROVING THE BUDGET FOR FISCAL YEAR 2017**

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

WHEREAS, prudent management and fiscal oversight are overriding objectives of the CTRMA Board of Directors; and

WHEREAS, during the course of the year, CTRMA intends to issue one or more series of revenue bonds for the development of additional projects and to issue refunding bonds as market opportunities arise; and

WHEREAS, it is necessary and desirable to develop and adopt a budget for CTRMA operations for each fiscal year; and

WHEREAS, the Executive Director and staff have developed and recommend that the Board of Directors approve the budget for fiscal year 2016-2017 (“FY 2017”) attached as Exhibit 1.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors approves the FY 2017 Budget attached as Exhibit 1; and

BE IT FURTHER RESOLVED that the FY 2017 Budget may be amended from time-to-time by approval of the Board of Directors; and

BE IT FURTHER RESOLVED that the Executive Director, or his designee, is hereby authorized to issue letter agreements committing funds from the Engineering Operations and Maintenance Budget for non-project related general engineering services, provided such commitments do not exceed the amounts set forth in the FY 2017 Budget; and

BE IT FURTHER RESOLVED that the Executive Director is directed to provide a copy of this resolution with the attached FY 2017 Budget to Commissioners Courts for Williamson and Travis Counties; and

BE IT FURTHER RESOLVED that, by copy of this resolution, CTRMA hereby provides notice to the Commissioners Courts of Travis County, Texas and Williamson County, Texas of contemplated revenue bond issuances as required by Section 370.261, Texas Transportation Code.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 15<sup>th</sup> day of June 2016.

Submitted and reviewed by:

Approved:

---

Geoffrey Petrov, General Counsel

---

Ray A. Wilkerson  
Chairman, Board of Directors

**EXHIBIT 1 TO RESOLUTION 16-XXX**

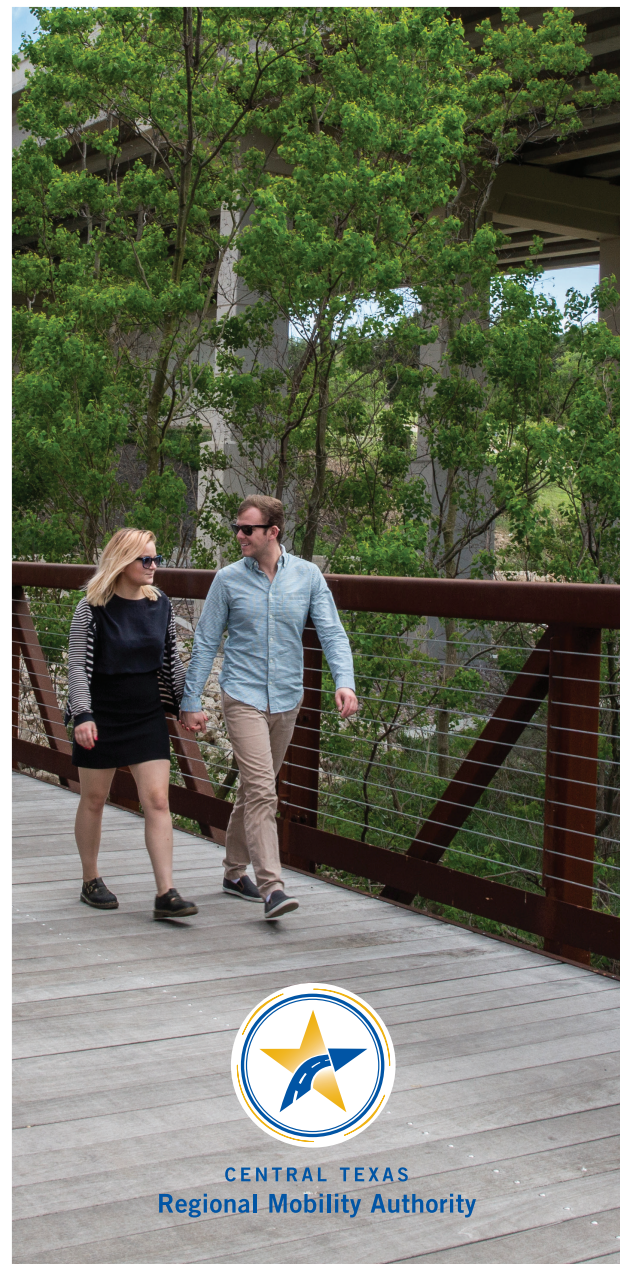
**FY 2017 BUDGET**

*[to be provided following adoption]*

JULY 1, 2016



FISCAL YEAR  
**2017**  
PROPOSED  
OPERATING  
BUDGET



# FY 2017 Proposed Operating Budget

---

## Table of Contents

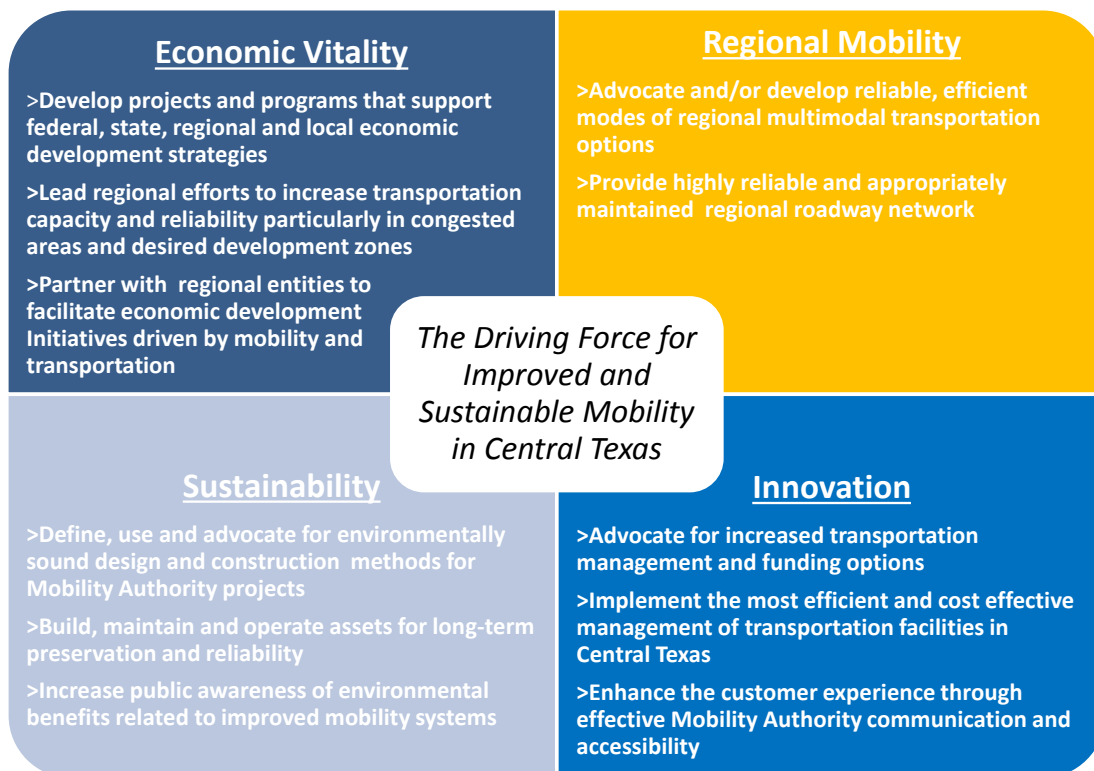
<b>Proposed Operating Budget Overview</b> .....	1
<b>Consolidated Summary of Revenues and Expenses</b> .....	4
Summary of Expenses.....	5
Non-Cash Expenses.....	6
Consolidated Line Item Detail.....	7
<b>Department Budgets</b>	
Administration.....	13
Financial Services.....	19
Debt Service.....	25
Toll Operations.....	27
Communications.....	34
Legal Services.....	41
Engineering.....	46
<b>Consolidated Staffing Schedule</b> .....	54
<b>Capital Budget</b> .....	55
<b>System Operating Budget</b> .....	56
<b>Debt Service Schedule</b> .....	57

## FY 2017 Proposed Operating Budget Overview

Presented is the Mobility Authority’s proposed FY 2017 Operating Budget. This document contains revenue estimates and departmental spending plans for the fiscal year beginning July 1, 2016 and ending June 30, 2017. The total proposed operating revenues are \$71,967,456. Total proposed operating expenses are \$94,838,997 inclusive of \$32,332,621 in non-cash items such as amortization, depreciation, bond issuance expense and accreted interest. In addition, this document includes the Authority’s Operating Capital Budget, System Operating Budget and the Renewal and Replacement Fund Budget for FY 2017.

As discussed below, this budget is influenced by several factors including the Mobility Authority Strategic Plan, projects under development, under construction and ongoing, the population growth in the region, and maintaining and improving current service levels.

### Strategic Plan



The Strategic Plan serves as a guiding document in the operations of the Mobility Authority and in the development of the proposed FY 2017 budget. The Plan summarized in the graphic states the Mobility Authority’s vision for 2025 and establishes goals in context of four strategic initiative areas – Economic Vitality, Regional Mobility,



## FY 2017 Proposed Operating Budget Overview

---

Sustainability and Innovation. While all are interconnected, each initiative contains the stated goals for that area. For this budget, located in the departmental narrative sections, each department has articulated a Strategic Plan connection between their FY 2016 accomplishments and their goals for the upcoming fiscal year.

### **Revenues**

Revenue estimates for FY 2017 are proposed at \$72.0 million which is an approximate 9% increase over FY 2016 budget. The revenue estimate was developed using the current traffic and revenue projections appropriate for the fiscal year spanning July 2016 through June 2017, modified by an increase of approximately 5% to reflect the actual results over and above the T&R projections that CTRMA has been realizing. In comparing historical results for both 183A and the Manor Expressway, the Authority believes these projections are conservative and achievable. The revenue budget also includes \$.7 million in grant funds for the HERO (roadside assistance) program. Also included are non-system revenue from MoPac Managed Lanes and 71E of approximately \$2.7 million. (Note: the revenue estimate does not reflect any possible fiscal year 2016-2017 Board approved toll rate increase.)

### **Expenses**

Expense estimates for FY 2017 are proposed at \$95.0 million which represents a 3% increase over the FY 2016 budget. Because the Authority reports on an accrual basis, included in the expense estimates is \$32.3 million in non-cash expense items such as amortization, depreciation, bond issuance expense accruals and accreted interest expense. The increased expense budget is primarily due to the communications and community outreach, increased roadway maintenance contract, and increases in non-cash items such as depreciation expense.

The remaining expense line items were developed in line with current operating goals and objectives as established by the Board of Directors through the Strategic Plan and Executive Director.

### **Operating Capital Budget, Renewal and Replacement and Capital Projects**

The proposed operating Capital Budget includes funding for a replacement vehicle for maintenance, the replacement of the high user copier, upgrades to desk top computing for staff, and build-out of a wall to enclose additional space needed for occasional office and conferencing space.

## FY 2017 Proposed Operating Budget Overview

---

The Capital Projects schedule reflects current and future construction projects the Mobility Authority is developing. Each of these projects is in various stages of development and may have various sources of funding which are identified in the schedule included in this document.

### **Future Projections, Cash Flow and Debt Service Coverage**

Cash flow will be monitored closely as the Authority moves into full operations of MoPac Managed Lanes and 71E. While the projected expenses in the proposed budget exceed estimated revenues, when non-cash expenses are removed and other funding sources are considered, the current projections result in a net cash inflow of \$13.7 million at the end of FY 2017 after application of the Mobility Authority's cash operating reserve policy. The cash flow projections are utilized to anticipate cash flow requirements as well as ensure the Authority remains in compliance with trust indentures, debt service coverage requirements and cash reserve policies. The FY 2017 proposed budget provides for debt service coverage levels above the requirements of the trust indentures.

### **Unrestricted Cash Reserves**

The Board of the Mobility Authority has a policy of maintaining unrestricted cash reserves to cover twelve months of cash expenses. It further allows the Executive Director to lower the requirement to nine months should he deem it in the best interest of the Authority and will not adversely affect the financial stability of the organization. As discussed in previous budget documents, when new projects come on line it may take the Authority a few years to build up the reserves to cover a full year of cash expenses. The proposed FY 2017 budget will remain in compliance with the Board policy of maintaining unrestricted cash reserves to cover 12 months of cash expenses. However, in future years as the debt service is phased in, the Authority will need to continue to build the reserves to cover the future expenses.

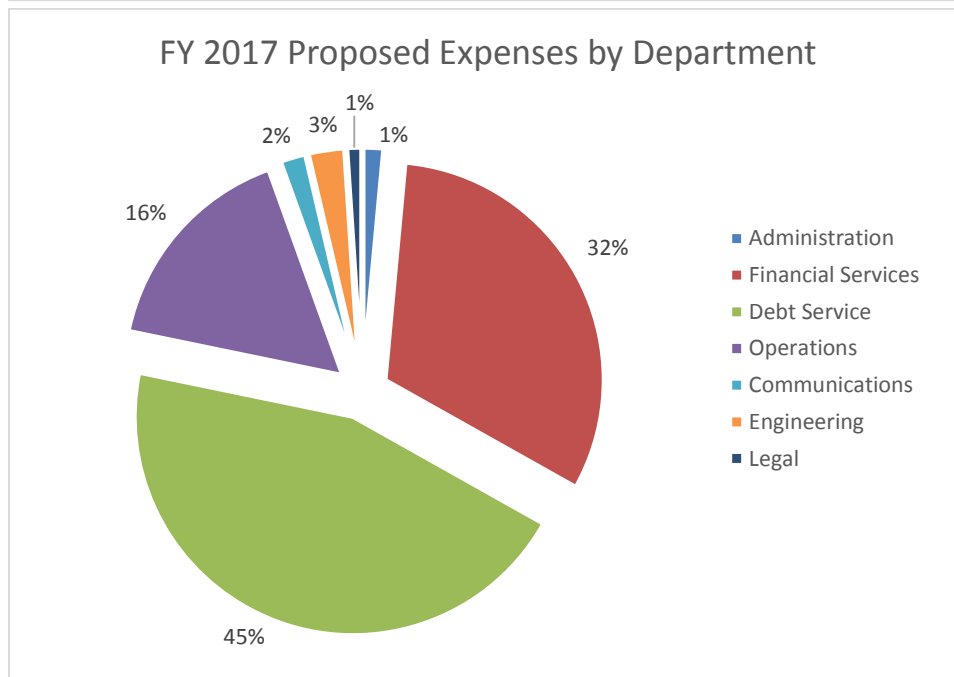
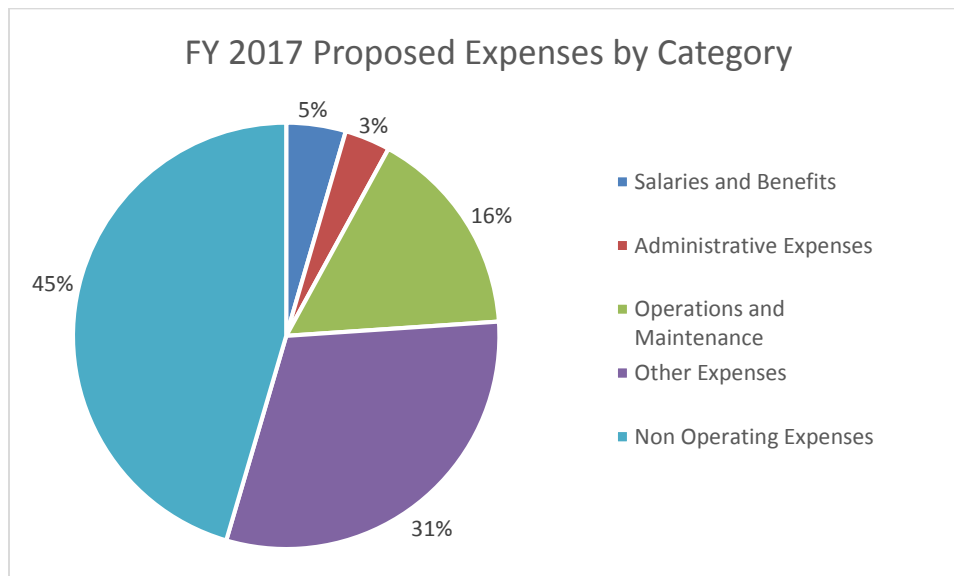
## FY 2017 Proposed Operating Budget Overview

### Central Texas Regional Mobility Authority FY 2017 Consolidated System Summary of Revenue, Expenses and Cash Flow

	FY 2015 Adopted Budget	FY 2016 Adopted Budget	FY 2017 Proposed Budget
<b>Revenues</b>			
<i>Operating Revenue:</i>			
Toll Revenue	\$ 34,496,073	\$ 45,179,910	\$ 46,555,037
Video Tolls	12,962,625	13,876,165	16,030,043
Fee Revenue	4,181,074	3,356,500	6,876,980
Total Operating Revenue	\$ 51,639,772	\$ 62,412,575	\$ 69,462,060
<i>Other Revenue:</i>			
Interest Income	180,000	250,000	250,000
Grant Revenue	2,399,600	3,130,258	700,000
Reimbursed Expenditures	-	-	1,555,396
Total Other Revenue	\$ 2,579,600	\$ 3,380,258	\$ 2,505,396
	\$ 54,219,372	\$ 65,792,833	\$ 71,967,456
<b>Expenses</b>			
<i>Administrative, Operating and Financing</i>			
Salaries and Benefits	(3,296,111)	(3,751,064)	(4,278,627)
Administrative Expenses	(2,323,550)	(2,423,925)	(3,275,217)
Operations and Maintenance	(10,100,710)	(13,079,159)	(15,143,495)
Other Expenses (Depreciation and Amortization)	(26,584,700)	(27,958,000)	(29,027,984)
Non Operating Expenses	(44,499,714)	(44,925,046)	(43,113,675)
Total Expenses	\$ (86,804,785)	\$ (92,137,194)	\$ (94,838,997)
<i>Plus: Non Cash Expenses</i>			
Amortization Expense	120,000	1,305,000	1,411,090
Depreciation Expense	22,274,000	24,758,000	26,386,894
Bond Issuance Expense	50,000	200,000	200,000
Accreted Interest - CABS	3,465,755	4,841,109	4,334,637
Total Non Cash Expenses	\$ 25,909,755	\$ 31,104,109	\$ 32,332,621
Net Operating Cash Inflows			\$ 9,461,080
<b>Cash Inflows (Outflows)</b>			
Operating Capital Budget			(95,200)
Debt Service - Principal Due			(4,695,000)
American Bank Loan Principal Due			(1,766,667)
Manor FAA			7,684,000
Manor Proceeds			5,317,636
General Fund			1,832,500
Net Cash Flow FY 2017			\$ 17,738,349
Estimated Operating Cash Balance - April 30, 2016			40,751,933
Estimated Operating Cash Balance - April 30, 2017			58,490,282
Board Operating Cash Reserve Policy FY 2017			(44,768,027)
Contingency for Allocation to Future Debt Service/Reserve Policy			\$ 13,722,255

## Consolidated Summary of Revenues and Expenses

	FY 2015 Adopted Budget	FY 2016 Adopted Budget	FY 2017 Proposed Budget	Increase (Decrease)
Salaries and Benefits	\$ 3,296,111	\$ 3,751,064	\$ 4,278,627	14.06%
Administrative Expenses	2,323,550	2,423,925	3,275,217	35.12%
Operations and Maintenance	10,100,710	13,079,159	15,143,495	15.78%
Other Expenses	26,584,700	27,958,000	29,027,984	3.83%
Non Operating Expenses	44,499,714	44,925,046	43,113,675	-4.03%
<b>Total Expenses</b>	<b>\$ 86,804,785</b>	<b>\$ 92,137,194</b>	<b>\$ 94,838,997</b>	<b>2.93%</b>



## Consolidated Summary of Revenues and Expenses

---

Total FY 2017 Proposed Expenditures	\$ 94,838,997
Non Cash Expenditures:	
Amortization Expense	(1,411,090)
Total Depreciation Expense	(26,386,894)
Bond Issuance Expense - Operating	(200,000)
Accreted Interest CABs	(4,334,637)
Total Non Cash Expenditures	<u>\$ (32,332,621)</u>
Total Cash Expenditures	<u>\$ 62,506,376</u>
Less: Net Cash Inflows	<u>17,738,349</u>
Total Operating Expenditures for FY 2017	<u>\$ 44,768,027</u>
Estimated Cash - April 30, 2017	58,490,282
Estimate Percent of Operating Expenditures in Cash Reserve - April 30, 2016	107%

## Consolidated Summary of Revenues and Expenses

### Central Texas Regional Mobility Authority FY 2017 Proposed Revenue and Expense by Line Item

#### All Departments

Account Name	Budget Amount FY 2016	FY 2016 Actual as of 4/30/2016	Proposed Budget FY 2017	% Change From Prior Year
<b>Revenue</b>				
<b>Operating Revenue</b>				
Toll Revenue	45,179,910	38,655,752	46,555,037	
Video Tolls	13,876,165	9,889,060	16,030,043	
Fee Revenue	3,356,500	3,892,128	6,876,980	
<b>Total Operating Revenue</b>	<b>62,412,575</b>	<b>52,436,940</b>	<b>69,462,060</b>	<b>11.29%</b>
<b>Other Revenue</b>				
Interest income	250,000	1,364,695	250,000	
Grant Revenue	3,130,258	66,504,165	700,000	
Reimbursed Expenditures	-	48,322	1,555,396	
Miscellaneous	-	-	-	
<b>Total Other Revenue</b>	<b>3,380,258</b>	<b>67,917,182</b>	<b>2,505,396</b>	<b>-25.88%</b>
<b>Total Revenue</b>	<b>\$ 65,792,833</b>	<b>\$ 120,354,122</b>	<b>\$ 71,967,456</b>	<b>9.38%</b>
<b>Expenses</b>				
<b>Salaries and Benefits</b>				
<b>Salaries &amp; Wages</b>				
Salary Expense-Regular	2,710,710	2,365,632	2,967,035	
Part Time Salary Expense	36,000	-	-	
Overtime Salary Expense	3,000	-	-	
Salary Reserve	40,000	-	80,000	
<b>Total Salaries</b>	<b>2,789,710</b>	<b>2,365,632</b>	<b>3,047,035</b>	<b>9.22%</b>
<b>Benefits</b>				
TCDRS	349,552	326,354	415,385	
FICA	109,682	109,405	128,874	
FICA MED	109,682	34,433	45,626	
Health Insurance Expense	232,154	214,306	332,091	
Life Insurance Expense	6,468	3,623	14,167	
Auto Allowance Expense	10,200	8,500	10,200	
Other Benefits	203,942	154,894	269,785	
<b>Total Benefits</b>	<b>1,021,680</b>	<b>851,515</b>	<b>1,216,128</b>	<b>19.03%</b>
<b>Payroll Taxes</b>				
Unemployment Taxes	14,400	4,404	15,463	
<b>Total Payroll Taxes</b>	<b>14,400</b>	<b>4,404</b>	<b>15,463</b>	<b>7.38%</b>
<b>Total Salaries and Benefits</b>	<b>3,825,790</b>	<b>3,221,551</b>	<b>4,278,627</b>	<b>11.84%</b>

## Consolidated Summary of Revenues and Expenses

### Central Texas Regional Mobility Authority FY 2017 Proposed Revenue and Expense by Line Item

#### All Departments

Account Name	Budget Amount FY 2016	FY 2016 Actual as of 4/30/2016	Proposed Budget FY 2017	% Change From Prior Year
<b>Administrative</b>				
<i>Administrative and Office Expenses</i>				
Accounting	7,500	15,173	20,000	
Auditing	75,000	36,247	74,000	
Human Resources	50,000	20,159	30,000	
IT Services	64,000	49,042	88,000	
Internet	1,700	4,769	1,700	
Software Licenses	76,100	22,157	55,725	
Cell Phones	13,600	9,493	14,542	
Local Telephone Service	13,000	11,931	12,000	
Overnight Delivery Services	850	119	850	
Local Delivery Services	900	276	1,050	
Copy Machine	12,000	11,666	12,000	
Repair & Maintenance-General	1,000	2,950	1,000	
Meeting Facilities	250	-	1,000	
Community Meeting/ Events	2,000	616	2,000	
Meeting Expense	15,000	6,378	15,250	
Public Notices	2,000	-	2,000	
Toll Tag Expense	1,700	810	1,900	
Parking	3,475	2,364	3,600	
Mileage Reimbursement	9,600	3,564	11,200	
Insurance Expense	180,000	108,409	150,000	
Rent Expense	525,000	393,595	558,000	
Outside Legal	220,000	96,481	525,000	
<b>Total Administrative and Office Expenses</b>	<b>1,274,675</b>	<b>796,198</b>	<b>1,580,817</b>	<b>24.02%</b>
<i>Office Supplies</i>				
Books & Publications	5,950	1,082	6,150	
Office Supplies	12,000	17,830	21,000	
Computer Supplies	20,200	12,063	17,000	
Copy Supplies	2,200	1,760	2,500	
Other Reports-Printing	13,000	5,088	10,000	
Office Supplies-Printed	2,700	3,214	2,700	
Misc Materials & Supplies	3,000	2,238	3,750	
Postage Expense	5,850	485	5,850	
<b>Total Office Supplies</b>	<b>64,900</b>	<b>43,760</b>	<b>68,950</b>	<b>6.24%</b>

## Consolidated Summary of Revenues and Expenses

### Central Texas Regional Mobility Authority FY 2017 Proposed Revenue and Expense by Line Item

#### All Departments

Account Name	Budget Amount FY 2016	FY 2016 Actual as of 4/30/2016	Proposed Budget FY 2017	% Change From Prior Year
<b><i>Communications and Public Relations</i></b>				
Graphic Design Services	50,000	20,335	75,000	
Website Maintenance	100,000	14,222	140,000	
Research Services	50,050	-	105,000	
Communications and Marketing	250,000	140,643	469,900	
Advertising Expense	225,200	115,035	336,500	
Direct Mail	10,000	380	10,000	
Video Production	20,000	34,229	35,000	
Photography	10,000	9,232	10,000	
Radio	10,000	-	10,000	
Other Public Relations	27,500	71,430	125,000	
Promotional Items	17,500	8,322	10,000	
Displays	5,000	-	5,000	
Annual Report printing	14,000	1,706	5,000	
Direct Mail Printing	11,300	-	11,300	
Other Communication Expenses	1,500	802	1,000	
<b>Total Communications and Public Relations</b>	<b>802,050</b>	<b>416,337</b>	<b>1,348,700</b>	<b>68.16%</b>
<b><i>Employee Development</i></b>				
Subscriptions	1,500	8,550	3,300	
Memberships	37,100	38,336	50,750	
Continuing Education	4,550	331	11,750	
Professional Development	12,200	303	6,700	
Other Licenses	950	430	1,250	
Seminars and Conferences	41,000	13,486	44,000	
Travel	88,000	49,781	88,000	
<b>Total Employee Development</b>	<b>185,300</b>	<b>111,217</b>	<b>205,750</b>	<b>11.04%</b>
<b><i>Financing and Banking Fees</i></b>				
Trustee Fees	16,000	12,900	15,000	
Bank Fee Expense	8,000	4,848	8,000	
Continuing Disclosure	10,000	-	10,000	
Arbitrage Rebate Calculation	8,000	3,685	8,000	
Loan Fee Expense	5,000	-	-	
Rating Agency Expense	50,000	14,000	30,000	
<b>Total Financing and Banking Fees</b>	<b>97,000</b>	<b>35,433</b>	<b>71,000</b>	<b>-26.80%</b>
<b>Total Administrative</b>	<b>2,423,925</b>	<b>1,402,945</b>	<b>3,375,217</b>	<b>39.25%</b>



## Consolidated Summary of Revenues and Expenses

### Central Texas Regional Mobility Authority FY 2017 Proposed Revenue and Expense by Line Item

#### All Departments

Account Name	Budget Amount FY 2016	FY 2016 Actual as of 4/30/2016	Proposed Budget FY 2017	% Change From Prior Year
<b>Operations and Maintenance</b>				
<i><b>Operations and Maintenance Consulting</b></i>				
General Engineering Consultant	250,000	-	-	
GEC-Trust Indenture Support	142,000	101,073	165,000	
GEC-Financial Planning Support	10,000	440	10,500	
GEC-Toll Ops Support	20,000	3,180	10,000	
GEC 3.1 Operations Center Support	-	-	25,000	
GEC 3.2 Toll Operations Support	-	-	10,000	
GEC-Roadway Ops Support	261,000	289,018	231,667	
GEC 4.1 Driveway and Utility Permitting	-	380	-	
GEC 4.3 Maintenance Contract Support/Oversight	-	2,716	100,000	
GEC-Technology Support	15,000	37,247	-	
GEC 5.1 Technology Development	-	540	-	
GEC-Public Information Support	-	43,368	40,000	
GEC 6.3 CTRMA Meeting Support	-	-	30,000	
GEC-General Support	318,000	275,340	-	
GEC 7.2 Technical Resource Support	-	66,034	-	
GEC 7.3 Study and Report Review	-	-	1,151,000	
GEC 7.5 Other Initiatives - Non Project	-	-	25,000	
General System Consultant	175,000	136,208	70,000	
Traffic and Revenue Consultant	60,000	73,267	80,000	
<b>Total Operations and Maintenance Consulting</b>	<b>1,251,000</b>	<b>1,028,811</b>	<b>1,948,167</b>	<b>55.73%</b>
<i><b>Road Operations and Maintenance</b></i>				
Roadway Maintenance	1,800,000	993,491	4,871,600	
Landscape Maintenance	110,000	108,103	5,000	
Signal & Illumination Maint	20,000	141,816	20,000	
Maintenance Supplies-Roadway	30,000	68,460	45,000	
Tools & Equipment Expense	250	475	750	
Gasoline	6,000	2,211	6,000	
Repair & Maintenance-Vehicles	1,500	7,621	1,500	
Roadway Operations	-	521	-	
Electricity - Roadways	160,000	123,238	180,000	
<b>Total Road Operations and Maintenance</b>	<b>2,127,750</b>	<b>1,445,936</b>	<b>5,129,850</b>	<b>141.09%</b>
<i><b>Toll Processing and Collection Expense</b></i>				
Image Processing	4,527,740	1,463,653	2,300,000	
Tag Collection Fees	2,823,744	2,587,585	3,240,000	
Court Enforcement Costs	30,000	10,525	40,000	
DMV Lookup Fees	4,000	1,974	5,000	
<b>Total Toll Processing and Collections</b>	<b>7,385,484</b>	<b>4,063,737</b>	<b>5,585,000</b>	<b>-24.38%</b>

## Consolidated Summary of Revenues and Expenses

### Central Texas Regional Mobility Authority FY 2017 Proposed Revenue and Expense by Line Item

#### All Departments

Account Name	Budget Amount FY 2016	FY 2016 Actual as of 4/30/2016	Proposed Budget FY 2017	% Change From Prior Year
<b><i>Toll Operations Expense</i></b>				
Facility maintenance	-	787	24,549	
Generator Maintenance	10,000	5,512	-	
Generator Fuel	6,000	1,291	6,000	
Fire and Burglar Alarm	500	370	500	
Elevator Maintenance	2,800	-	3,000	
Refuse	800	699	1,200	
Pest Control	1,600	3,074	1,600	
Custodial	2,000	1,313	2,500	
Fiber Optic System	80,000	63,370	90,000	
Water	8,000	9,086	10,500	
Electricity	-	-	1,200	
ETC spare parts expense	-	-	1,600	
Repair & Maintenance Toll Equip	500,000	365,029	275,000	
Law Enforcement	265,225	178,233	273,182	
ETC Maintenance Contract	1,368,000	1,140,774	1,755,098	
ETC Toll Management Center System Operation	-	-	24,549	
ETC Testing	70,000	-	10,000	
<b>Total Toll Operations</b>	<b>2,314,925</b>	<b>1,769,539</b>	<b>2,480,478</b>	<b>7.15%</b>
<b>Total Operations and Maintenance</b>	<b>13,079,159</b>	<b>8,308,022</b>	<b>15,143,495</b>	<b>15.78%</b>
<b>Other Expenses</b>				
<b><i>Special Projects and Contingencies</i></b>				
HERO	1,400,000	911,814	700,000	
Special Projects	200,000	683,208	125,000	
Other Contractual Svcs	130,000	36,369	105,000	
Contingency	165,000	21,342	300,000	
<b>Total Special Projects and Contingencies</b>	<b>1,895,000</b>	<b>1,652,733</b>	<b>1,230,000</b>	<b>-35.09%</b>
<b><i>Non Cash Expenses</i></b>				
Amortization Expense	275,000	319,358	383,230	
Amort Expense - Refund Savings	1,030,000	856,550	1,027,860	
Dep Exp- Furniture & Fixtures	5,000	1,104	2,207	
Dep Expense - Equipment	15,000	7,787	9,692	
Dep Expense - Autos & Trucks	10,000	4,312	6,406	
Dep Expense-Buildng & Toll Fac	200,000	147,596	177,115	
Dep Expense-Highways & Bridges	20,000,000	14,106,715	22,012,091	
Dep Expense-Communic Equip	250,000	163,429	196,115	
Dep Expense-Toll Equipment	3,000,000	2,294,852	2,756,238	
Dep Expense - Signs	350,000	271,578	325,893	
Dep Expense-Land Improvemts	900,000	737,445	884,934	
Depreciation Expense-Computers	28,000	13,610	16,203	
<b>Total Non Cash</b>	<b>26,063,000</b>	<b>18,924,337</b>	<b>27,797,984</b>	<b>6.66%</b>
<b>Total Other Expenses</b>	<b>27,958,000</b>	<b>20,577,069</b>	<b>29,027,984</b>	<b>3.83%</b>

## Consolidated Summary of Revenues and Expenses

### Central Texas Regional Mobility Authority FY 2017 Proposed Revenue and Expense by Line Item

#### All Departments

Account Name	Budget Amount FY 2016	FY 2016 Actual as of 4/30/2016	Proposed Budget FY 2017	% Change From Prior Year
<b>Non Operating Expenses</b>				
Bond issuance expense	200,000	177,924	200,000	
Interest Expense	44,660,046	34,660,565	42,813,675	
Community Initiatives	65,000	35,000	100,000	
Total Non Operating Expense	44,925,046	34,873,488	43,113,675	-4.03%
<b>Total Expenses</b>	<b>92,211,920</b>	<b>68,383,075</b>	<b>94,838,997</b>	<b>2.85%</b>
Net Income	\$ (26,419,087)	\$ 51,971,047	\$ (22,871,541)	

## Administration

---

The primary role of the Administration Department is oversight and daily management of the Mobility Authority's projects and activities. In addition to the Executive Director, this department includes the Deputy Executive Director, Executive Assistant and Receptionist.

Under the direction of the Executive Director, this department is responsible for advancing the Mobility Authority's strategic mission and objectives. Serving as a direct liaison with governmental agencies and entities addressing transportation issues throughout the Central Texas region, the Executive Director serves as the primary communicator and provides information and available resources to assist in the development and implementation of the region's mobility plans and projects.

The Administration Department also provides front-line customer service to the general public, all customers and elected officials who contact the Mobility Authority.

### ***Major Business Functions:***

Board of Directors: Provide administrative support for the Mobility Authority's Board of Directors.

Office of the Executive Director: Oversight and daily management of the Mobility Authority's projects and activities.

### ***FY 2016 Highlights and Accomplishments:***

- 183 South Expressway Project – completed procurement of a design build contractor, secured funding, and started construction. *Strategic Initiatives: Economic Vitality, Regional Mobility, and Sustainability*
- 183 North Mobility Project (Loop 1 to SH 45 / RM 620) – completed environmental phase and received a Finding of No Significant Impact (FONSI) on April 27, 2016. *Strategic Initiatives: Economic Vitality, Regional Mobility, and Sustainability*
- MoPac Improvement Project (Cesar Chavez to Parmer) – reset construction and made significant progress toward project completion. *Strategic Initiatives: Economic Vitality, Regional Mobility, and Sustainability*
- MoPac South Environmental Study (Slaughter to Cesar Chavez) – made significant progress on the environmental phase. Conducted a number of

## Administration

---

- meetings with stakeholders in addition to a major public meeting. *Strategic Initiatives: Economic Vitality, Regional Mobility, and Sustainability*
- SH 45 Southwest Project – completed design phase, secure funding, submit for authorization to construct, and procure bid build contractor. *Strategic Initiatives: Economic Vitality, Regional Mobility, and Sustainability*
  - SH 71 Express – TxDOT procured contractor and started construction. *Strategic Initiatives: Economic Vitality, Regional Mobility, and Sustainability*
  - Oak Hill Parkway – continued work on the environmental phase. *Strategic Initiatives: Economic Vitality, Regional Mobility, and Sustainability*
  - Park and Ride – initiated a collaborative coordinated regional effort with the Capital Area Metropolitan Planning Organization (CAMPO), Capital Metropolitan Transportation Authority (CapMetro), and CTRMA to identify and advance park and ride locations throughout the region. *Strategic Initiatives: Economic Vitality, Regional Mobility, Sustainability, and Innovation*
  - Changed the organizational reporting structure of the Communications, Engineering, and Toll Operations Departments to report to the Deputy Executive Director. *Strategic Initiative: Innovation*
  - Recruited and retained new executive leadership, communications, engineering, and technical staff to align with the new organizational structure, and replace retiring staff. *Strategic Initiative: Innovation*

### ***FY 2017 Overview and Goals:***

- 183 South Expressway Project – continue significant progress on construction. *Strategic Initiatives: Economic Vitality, Regional Mobility, and Sustainability*
- 183 North Mobility Project (Loop 1 to SH 45 / RM 620) – develop implementation plan and secure funding to advance design and construction. *Strategic Initiatives: Economic Vitality, Regional Mobility, and Sustainability*
- MoPac Improvement Project (Cesar Chavez to Parmer) – open express lanes to traffic and complete construction. *Strategic Initiatives: Economic Vitality, Regional Mobility, and Sustainability*

## Administration

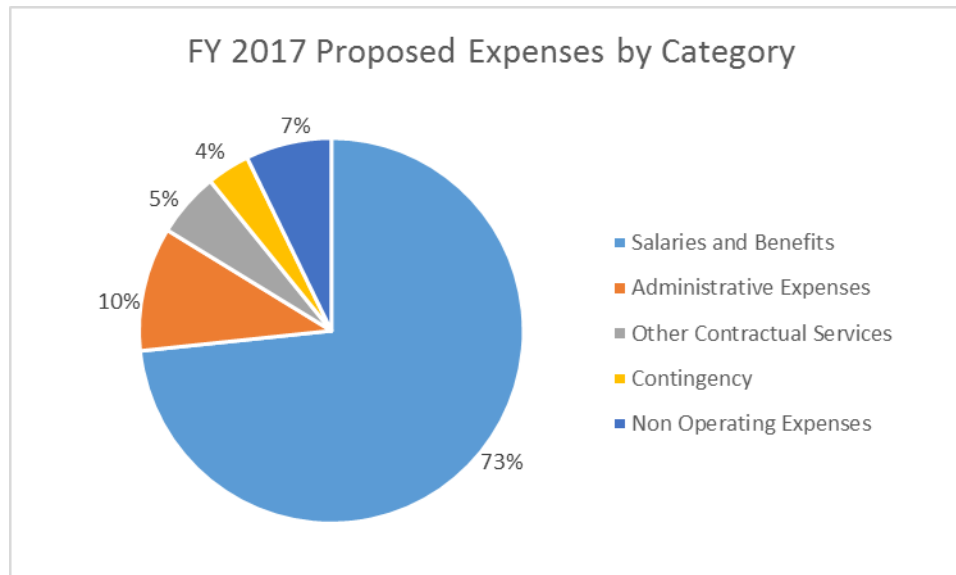
---

- MoPac South Environmental Study (Slaughter to Cesar Chavez) – complete the environmental phase and develop an implementation plan and secure funding. *Strategic Initiatives: Economic Vitality, Regional Mobility, and Sustainability*
- SH 45 Southwest Project – procure bid build contractor and start construction. *Strategic Initiatives: Economic Vitality, Regional Mobility, and Sustainability*
- SH 71 Express – open express lanes and complete construction. *Strategic Initiatives: Economic Vitality, and Regional Mobility*
- Oak Hill Parkway – complete environmental process. *Strategic Initiatives: Economic Vitality, Regional Mobility, and Sustainability*
- Park and Ride – identify and secure park and ride locations along CTRMA corridors. Support CAMPO and CapMetro regional study and planning initiative.
- Develop future projects and program plan.
- Remain a resource on regional mobility issues and a steadfast advocate for short- and long-term transportation solutions. *Strategic Initiatives: Regional Mobility, Innovation*

## Administration

### Summary of Expenses:

	FY 2015 Adopted Budget	FY 2016 Adopted Budget	FY 2017 Proposed Budget	Increase (Decrease)
	<b>Budget</b>	<b>Budget</b>	<b>Proposed Budget</b>	<b>(Decrease)</b>
Salaries and Benefits	\$ 992,598	\$ 963,368	\$ 1,019,491	5.83%
Administrative Expenses	166,800	168,100	144,175	-14.23%
Other Contractual Services	100,000	100,000	75,000	-25.00%
Contingency	30,000	30,000	50,000	66.67%
Non Operating Expenses	65,000	65,000	100,000	53.85%
<b>Total Expenses</b>	<b>\$ 1,354,398</b>	<b>\$ 1,326,468</b>	<b>\$ 1,388,666</b>	<b>4.69%</b>



### Authorized Personnel:

	Positions		
	FY 2015 Adopted	FY 2016 Adopted	FY 2017 Proposed
Executive Director	1	1	1
Deputy Director	1	1	1
Assistant to Executive			
Director	1	1	1
Receptionist	1	1	1
Intern*	1	1	1
<b>Total Positions - Administration</b>	<b>5</b>	<b>5</b>	<b>5</b>

\*Not currently Filled

## Administration

### FY 2017 Proposed Operating Budget

#### Administration

Account Name	Budget Amount FY 2016	FY 2016 Actual as of 4/30/2016	Proposed Budget FY 2017	% Change From Prior Year
<b>Salaries and Benefits</b>				
<i><b>Salaries &amp; Wages</b></i>				
Salary Expense-Regular	644,930	666,145	658,004	
Part Time Salary Expense	12,000	-	-	
Overtime Salary Expense	3,000	-	-	
Salary Reserve	40,000	-	-	
<b>Total Salaries</b>	<b>699,930</b>	<b>666,145</b>	<b>658,004</b>	<b>-5.99%</b>
<i><b>Benefits</b></i>				
TCDRS	88,440	87,979	92,121	
FICA	23,013	25,996	21,861	
FICA MED	8,844	9,808	10,715	
Health Insurance Expense	44,042	41,361	53,447	
Life Insurance Expense	1,606	854	5,369	
Auto Allowance Expense	10,200	8,500	10,200	
Other Benefits	83,693	74,980	165,086	
<b>Total Benefits</b>	<b>259,838</b>	<b>249,478</b>	<b>358,798</b>	<b>38.09%</b>
<i><b>Payroll Taxes</b></i>				
Unemployment Taxes	3,600	-	2,689	
<b>Total Payroll Taxes</b>	<b>3,600</b>	<b>-</b>	<b>2,689</b>	<b>-25.30%</b>
<b>Total Salaries and Benefits</b>	<b>963,368</b>	<b>915,623</b>	<b>1,019,491</b>	<b>5.83%</b>
<b>Administrative</b>				
<i><b>Administrative and Office Expenses</b></i>				
Human Resources	-	5,000	-	
Software Licenses	-	25	25	
Cell Phones	3,600	1,914	1,800	
Overnight Delivery Services	250	-	250	
Local Delivery Services	250	217	400	
Repair & Maintenance-General	1,000	571	1,000	
Meeting Facilities	250	-	1,000	
Community Meeting/ Events	-	400	-	
Meeting Expense	10,000	4,808	10,000	
Toll Tag Expense	250	32	250	
Parking	2,700	1,935	2,700	
Mileage Reimbursement	3,500	1,472	3,500	
Rent Expense	-	(32,898)	-	
<b>Total Administrative and Office Expenses</b>	<b>21,800</b>	<b>(16,523)</b>	<b>20,925</b>	<b>-4.01%</b>
<i><b>Office Supplies</b></i>				
Office Supplies	-	10,042	10,000	
Computer Supplies	3,000	2,461	1,000	
Other Reports-Printing	-	-	5,000	
Misc Materials & Supplies	1,000	276	1,000	
Postage Expense	750	471	750	
<b>Total Office Supplies</b>	<b>4,750</b>	<b>13,250</b>	<b>17,750</b>	<b>273.68%</b>



## Administration

### FY 2017 Proposed Operating Budget

#### Administration

Account Name	Budget Amount FY 2016	FY 2016 Actual as of 4/30/2016	Proposed Budget FY 2017	% Change From Prior Year
<b><i>Communications and Public Relations</i></b>				
Research Services	50	-	-	
Advertising Expense	-	2,098	-	
Video Production	-	8,820	-	
Other Public Relations	25,000	-	-	
<b>Total Communications and Public Relations</b>	<b>25,050</b>	<b>10,918</b>	<b>-</b>	<b>-100.00%</b>
<b><i>Employee Development</i></b>				
Subscriptions	500	220	500	
Memberships	28,500	34,849	40,000	
Continuing Education	-	331	5,000	
Professional Development	7,500	-	-	
Seminars and Conferences	20,000	5,201	20,000	
Travel	60,000	23,847	40,000	
<b>Total Employee Development</b>	<b>116,500</b>	<b>64,449</b>	<b>105,500</b>	<b>-9.44%</b>
<b>Total Administrative</b>	<b>168,100</b>	<b>72,093</b>	<b>144,175</b>	<b>-14.23%</b>
<b>Other Expenses</b>				
<b>Special Projects and Contingencies</b>				
Other Contractual Svcs	100,000	36,369	75,000	
Contingency	30,000	6,912	50,000	
<b>Total Special Projects and Contingencies</b>	<b>130,000</b>	<b>43,282</b>	<b>125,000</b>	<b>-3.85%</b>
<b>Total Other Expenses</b>	<b>130,000</b>	<b>43,282</b>	<b>125,000</b>	<b>-3.85%</b>
<b>Non Operating Expenses</b>				
Community Initiatives	65,000	35,000	100,000	
<b>Total Non Operating Expense</b>	<b>65,000</b>	<b>35,000</b>	<b>100,000</b>	<b>53.85%</b>
<b>Total Expenses</b>	<b>1,326,468</b>	<b>1,065,998</b>	<b>1,388,666</b>	<b>4.69%</b>

## Finance

---

The primary role of the Financial Services Department is to provide financial leadership and oversight of the Mobility Authority. Under the direction of the Chief Financial Officer (CFO), the department is responsible for recommending and communicating strategic financial planning to the Executive Director and Board of Directors. The financial services department provides all accounting, financial, budgeting and debt management activities for the Authority.

### ***Major Business Functions:***

Financing: Provide direction and leadership on all Mobility Authority project financing.

Budget: Develop, propose and manage the Authority's annual budget.

Accounting: Responsible for maintaining all accounting records including processing payroll, accounts payable, reconciling records and monthly and annual financial reporting. Provide all operating and capital project accounting. Assist external auditors with annual financial and compliance audits.

Treasury: Responsible for cash management and investment of all Authority funds. Work closely with Trustee to manage cash flow and invest funds in accordance with the Texas Public Funds Investment Act and the Authority's Investment Policy. Maintain close working relationship with bank providers.

Human Resources: Provide human resources support for Mobility Authority staff.

### ***FY 2016 Highlights and Accomplishments:***

- Secured TIFIA loan, TxDOT loans, and issued revenue bonds needed to finance the 183S (Bergstrom Expressway) project. *Strategic Initiative: Innovation*
- Secured Refunding for select 2010 and 2011 bonds within the parameters approved by Board action, achieving gross savings of approximately \$62.7 million or 12.7%. *Strategic Initiative: Innovation*
- Upgraded the Authority's financial accounting systems to take advantage of newer technology and improve financial reporting for operations and capital projects by implementing the workflow approval process, minimizing the need for paper documents and creating online approval access. Additionally, implemented a scan and attach process in the accounting system of invoices to payments, creating an automatic audit trail and an online repository for documents previously maintained in paper files. *Strategic Initiative: Innovation*

## Finance

---

- Performed all Human Resource related activities to successfully process eleven new hires, one promotion, and four departures from the CTRMA staff. *Strategic Initiative: Innovation*
- Received upgraded revenue bond rating from S&P in October for the senior revenue bonds and, received an upgrade in May 2016 on the 2015C TIFIA loan. *Strategic Initiative: Innovation*

### ***FY 2017 Overview and Goals:***

- Continue the development of new funding mechanisms for the Authority's projects. *Strategic Initiative: Innovation*
- Maintain and work to improve rating agencies ratings and reporting transparency and compliance. *Strategic Initiative: Innovation*
- In conjunction with toll operations, continue to develop and implement processes to reduce toll collection costs. *Strategic Initiative: Innovation*

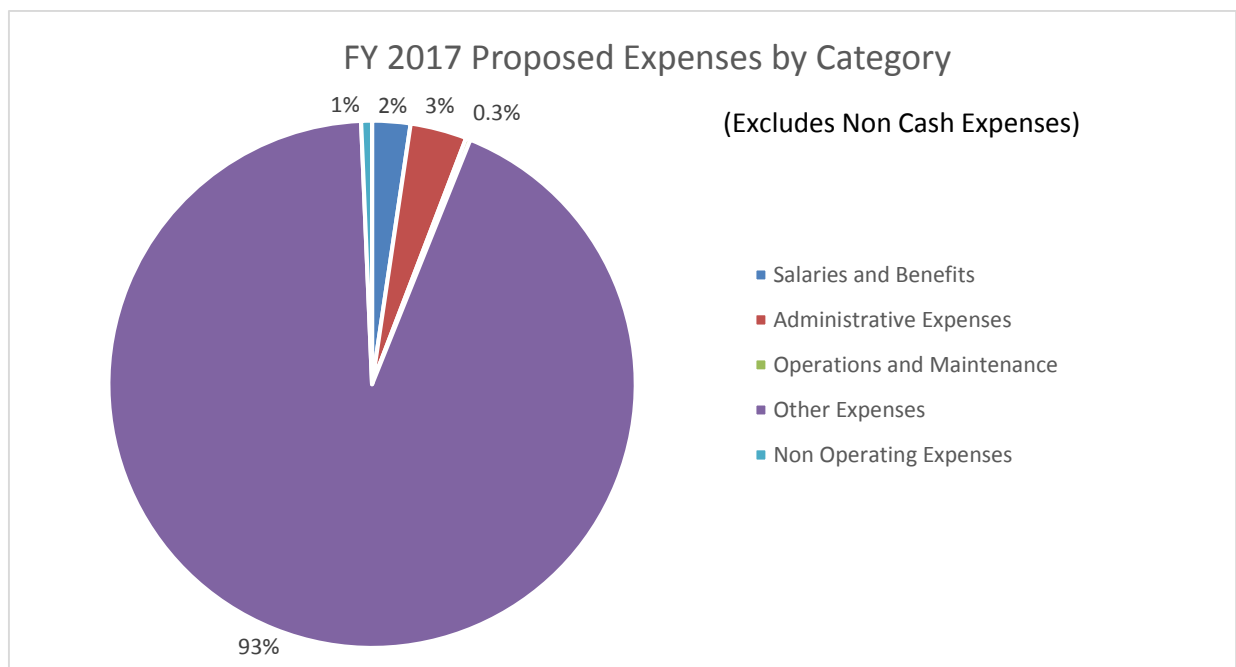
### ***Key Measurement Indicators:***

<b>Measurement Description</b>	<b>FY 2015 Actual</b>	<b>FY 2016 Actual as of 4/30/2016</b>	<b>FY 2017 Projected</b>
<u>Debt Service Coverage</u> - Met bond coverage requirements	Yes	Yes	Yes
<u>Unrestricted Cash Reserves</u> - % Met for Board policy of one year operating expenditure cash reserve balance (minimum 75%)	104%	107%	107%

## Finance

### Summary of Expenses:

	FY 2015 Budget	FY 2016 Budget	FY 2017 Proposed Budget	Increase (Decrease)
Salaries and Benefits	\$ 697,256	\$ 743,720	\$ 705,197	-5.18%
Administrative Expenses	1,044,850	1,036,500	1,042,250	0.55%
Operations and Maintenance	60,000	60,000	81,200	35.33%
Other Expenses	23,729,000	26,098,000	28,047,984	7.47%
Non Operating Expenses	50,000	200,000	200,000	0.00%
<b>Total Expenses</b>	<b>\$ 25,581,106</b>	<b>\$ 28,138,220</b>	<b>\$ 30,076,631</b>	<b>6.89%</b>



### Authorized Personnel:

	Positions		
	FY 2015 Adopted	FY 2016 Adopted	FY 2017 Proposed
CFO	1	1	1
Controller	1	1	1
Fiscal Analyst	1	1	1
Administrative Assistant (Shared with Operations)	0	0.5	0
<b>Total Positions - Financial Services</b>	<b>3</b>	<b>3.5</b>	<b>3</b>

## Finance

### FY 2017 Proposed Operating Budget

#### Finance

Account Name	Budget Amount FY 2016	FY 2016 Actual as of 4/30/2016	Proposed Budget FY 2017	% Change From Prior Year
<b>Salaries and Benefits</b>				
<i><b>Salaries &amp; Wages</b></i>				
Salary Expense-Regular	553,787	351,812	467,000	
Part Time Salary Expense	15,000	-	-	
Salary Reserve	-	-	80,000	
<b>Total Salaries</b>	<b>568,787</b>	<b>351,812</b>	<b>547,000</b>	<b>-3.83%</b>
<i><b>Benefits</b></i>				
TCDRS	74,499	49,611	65,380	
FICA	20,889	14,561	18,042	
FICA MED	7,450	5,076	8,202	
Health Insurance Expense	34,806	37,670	37,957	
Life Insurance Expense	1,387	579	1,681	
Other Benefits	33,742	13,634	24,918	
<b>Total Benefits</b>	<b>172,773</b>	<b>121,131</b>	<b>156,180</b>	<b>-9.60%</b>
<i><b>Payroll Taxes</b></i>				
Unemployment Taxes	2,160	14	2,017	
<b>Total Payroll Taxes</b>	<b>2,160</b>	<b>14</b>	<b>2,017</b>	<b>-6.63%</b>
<b>Total Salaries and Benefits</b>	<b>743,720</b>	<b>472,957</b>	<b>705,197</b>	<b>-5.18%</b>
<b>Administrative</b>				
<i><b>Administrative and Office Expenses</b></i>				
Accounting	7,500	14,979	20,000	
Auditing	75,000	36,247	74,000	
Human Resources	50,000	14,844	30,000	
IT Services	1,000	19,513	25,000	
Internet	1,700	1,306	1,700	
Software Licenses	20,000	11,356	25,000	
Cell Phones	1,500	811	1,800	
Local Telephone Service	10,000	8,705	10,000	
Overnight Delivery Services	500	93	500	
Local Delivery Services	50	26	50	
Copy Machine	12,000	11,666	12,000	
Meeting Expense	1,000	278	750	
Toll Tag Expense	50	-	50	
Parking	500	170	500	
Mileage Reimbursement	500	-	500	
Insurance Expense	180,000	32,800	150,000	
Rent Expense	525,000	465,976	558,000	
<b>Total Administrative and Office Expenses</b>	<b>886,300</b>	<b>618,769</b>	<b>909,850</b>	<b>2.66%</b>

## Finance

### FY 2017 Proposed Operating Budget

#### Finance

Account Name	Budget Amount FY 2016	FY 2016 Actual as of 4/30/2016	Proposed Budget FY 2017	% Change From Prior Year
<b>Office Supplies</b>				
Books & Publications	-	538	1,000	
Office Supplies	12,000	6,896	10,000	
Computer Supplies	12,000	783	10,000	
Copy Supplies	2,200	1,760	2,500	
Office Supplies-Printed	2,200	1,975	2,200	
<b>Total Office Supplies</b>	<b>28,400</b>	<b>11,953</b>	<b>25,700</b>	<b>-9.51%</b>
<b>Communications and Public Relations</b>				
Other Communication Expenses	1,000	-	500	
<b>Total Communications and Public Relations</b>	<b>1,000</b>	<b>-</b>	<b>500</b>	<b>-50.00%</b>
<b>Employee Development</b>				
Subscriptions	500	1,675	2,000	
Memberships	600	276	500	
Continuing Education	2,000	-	1,000	
Professional Development	3,000	303	1,500	
Other Licenses	200	-	200	
Seminars and Conferences	7,500	2,050	5,000	
Travel	10,000	18,678	25,000	
<b>Total Employee Development</b>	<b>23,800</b>	<b>22,981</b>	<b>35,200</b>	<b>47.90%</b>
<b>Financing and Banking Fees</b>				
Trustee Fees	16,000	12,900	15,000	
Bank Fee Expense	8,000	4,848	8,000	
Continuing Disclosure	10,000	-	10,000	
Arbitrage Rebate Calculation	8,000	3,685	8,000	
Loan Fee Expense	5,000	-	-	
Rating Agency Expense	50,000	14,000	30,000	
<b>Total Financing and Banking Fees</b>	<b>97,000</b>	<b>35,433</b>	<b>71,000</b>	<b>-26.80%</b>
<b>Total Administrative</b>	<b>1,036,500</b>	<b>689,136</b>	<b>1,042,250</b>	<b>0.55%</b>
<b>Operations and Maintenance</b>				
<b>Operations and Maintenance Consulting</b>				
Traffic and Revenue Consultant	60,000	73,267	80,000	
<b>Total Operations and Maintenance Consulting</b>	<b>60,000</b>	<b>73,267</b>	<b>80,000</b>	<b>33.33%</b>
<b>Toll Operations Expense</b>				
Electricity	-	-	1,200	
<b>Total Toll Operations</b>	<b>-</b>	<b>-</b>	<b>1,200</b>	<b>0.00%</b>
<b>Total Operations and Maintenance</b>	<b>60,000</b>	<b>-</b>	<b>81,200</b>	<b>35.33%</b>
<b>Other Expenses</b>				
<b>Special Projects and Contingencies</b>				
Contingency	35,000	8,136	250,000	
<b>Total Special Projects and Contingencies</b>	<b>35,000</b>	<b>8,136</b>	<b>250,000</b>	<b>614.29%</b>

## Finance

### FY 2017 Proposed Operating Budget

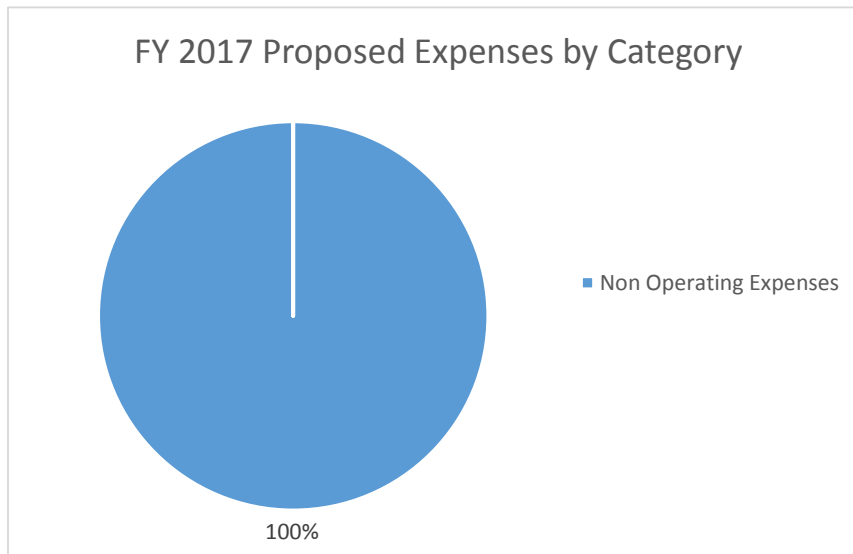
#### Finance

Account Name	Budget Amount FY 2016	FY 2016 Actual as of 4/30/2016	Proposed Budget FY 2017	% Change From Prior Year
<b><i>Non Cash Expenses</i></b>				
Amortization Expense	275,000	319,358	383,230	
Amort Expense - Refund Savings	1,030,000	-	1,027,860	
Dep Exp- Furniture & Fixtures	5,000	1,104	2,207	
Dep Expense - Equipment	15,000	7,787	9,692	
Dep Expense - Autos & Trucks	10,000	4,312	6,406	
Dep Expense-Buildng & Toll Fac	200,000	147,596	177,115	
Dep Expense-Highways & Bridges	20,000,000	14,106,715	22,012,091	
Dep Expense-Communic Equip	250,000	163,429	196,115	
Dep Expense-Toll Equipment	3,000,000	2,294,852	2,756,238	
Dep Expense - Signs	350,000	271,578	325,893	
Dep Expense-Land Improvemts	900,000	737,445	884,934	
Depreciation Expense-Computers	28,000	13,610	16,203	
Total Non Cash	26,063,000	18,067,787	27,797,984	6.66%
<b>Total Other Expenses</b>	<b>26,098,000</b>	<b>18,071,854</b>	<b>28,047,984</b>	<b>7.47%</b>
<b>Non Operating Expenses</b>				
Bond issuance expense	200,000	-	200,000	
Total Non Operating Expense	200,000	-	200,000	0.00%
<b>Total Expenses</b>	<b>28,138,220</b>	<b>19,282,792</b>	<b>30,076,631</b>	<b>6.89%</b>

## Debt

### Summary of Expenses:

	FY 2015 Budget	FY 2016 Budget	FY 2017 Proposed Budget	Increase (Decrease)
Salaries and Benefits	\$ -	\$ -	\$ -	0.00%
Administrative Expenses	-	-	-	0.00%
Operations and Maintenance	-	-	-	0.00%
Other Expenses	-	-	-	0.00%
Non Operating Expenses	44,384,714	44,660,046	42,813,675	-4.13%
<b>Total Expenses</b>	<b>\$44,384,714</b>	<b>\$44,660,046</b>	<b>\$ 42,813,675</b>	<b>-4.13%</b>





Debt

FY 2017 Proposed Operating Budget

Debt

Account Name	Budget Amount FY 2016	FY 2016 Actual as of 4/30/2016	Proposed Budget FY 2017	% Change From Prior Year
<b>Non Operating Expenses</b>				
Interest Expense	44,660,046	-	42,813,675	-4.13%
<b>Total Non Operating Expense</b>	44,660,046	-	42,813,675	-4.13%
<b>Total Expenses</b>	44,660,046	-	42,813,675	-4.13%

## Toll Operations

---

The Operations Department is responsible for all aspects of toll collection operations and toll systems maintenance. The Operations Department aligns with many of the Mobility Authority's strategic goals and initiatives. These include regional mobility, economic vitality, sustainability and innovation.

### ***Major Business Functions:***

The department is comprised of six (6) major areas. These areas are described below.  
**Information Technology:** Ensure the integrity of the Mobility Authority's computers, storage, network and other physical devices, infrastructure and processes used to create, process, store, secure and exchange all forms of electronic data.

**Road Maintenance:** Define the appropriate levels of roadway maintenance that will drive the estimated maintenance costs for any given project over the life of any debt and beyond. Assess roadway conditions and estimate maintenance cost needs for the next fiscal year. Provide oversight for all maintenance activities performed on Authority roadways or other assets.

**Toll Facility Maintenance:** Perform activities required to keep spaces, structures, and infrastructures in proper working condition to prevent failure and degradation. These activities include those related to campus and building maintenance for the Mobility Authority Field Office Building.

**Toll Collection & Violation Enforcement:** Manage the contract that provides Pay-by-Mail processing, customer support and violation processing.

**Toll Systems:** Manage new toll collection system installation, oversee daily operation of the electronic toll collection systems operations. Monitor system performance and transaction reconciliation. Oversee system maintenance to ensure accuracy and dependability.

**Traffic & Incident Management:** Coordinate the resources of partner agencies and private sector companies to detect, respond to, and clear traffic incidents as quickly as possible to reduce the impacts of incidents on safety and congestion, while protecting the safety of on-scene responders and the traveling public. This includes managing the third party Agreements that provide law enforcement services, courtesy patrol, traffic management and incident response for Mobility Authority facilities.

## Toll Operations

---

### ***FY 2016 Highlights and Accomplishments:***

In fiscal year 2016 the Operations Division continued preparations for the opening of the MoPac Express Lanes, the organization's first managed toll facility.

Completed work on the Authority's traffic management center which is intended to be the hub for MoPac's variable tolling process and the organization's incident management activities. *Strategic Initiatives: Regional Mobility, Innovation*

Achieved additional reductions in image review costs. *Strategic Initiatives: Economic Vitality, Innovation*

Made significant progress toward regional and national toll interoperability. *Strategic Initiatives: Regional Mobility, Economic Vitality, Innovation*

Continued to enhance customer communications within the Pay By Mail program to facilitate easier payment. *Strategic Initiatives: Economic Vitality, Innovation*

### ***FY 2017 Overview and Goals:***

The Operations department's primary goals include the successful installation and integration of the Mobility Authority's toll projects and continued efforts to decrease costs through improvements to revenue collection techniques.

Continue the deployment of intelligent transportation system (ITS) technology on Mobility Authority facilities and the integration of that system into other regional centers.

Investigate the application of trip building to other Mobility Authority toll facilities in an effort to decrease tag collection costs.

Mitigate revenue leakage through an enhanced approach to violation enforcement.  
Continue efforts towards regional and national toll interoperability.

Continue partnerships with other Texas Regional Mobility Authorities.

Toll Operations

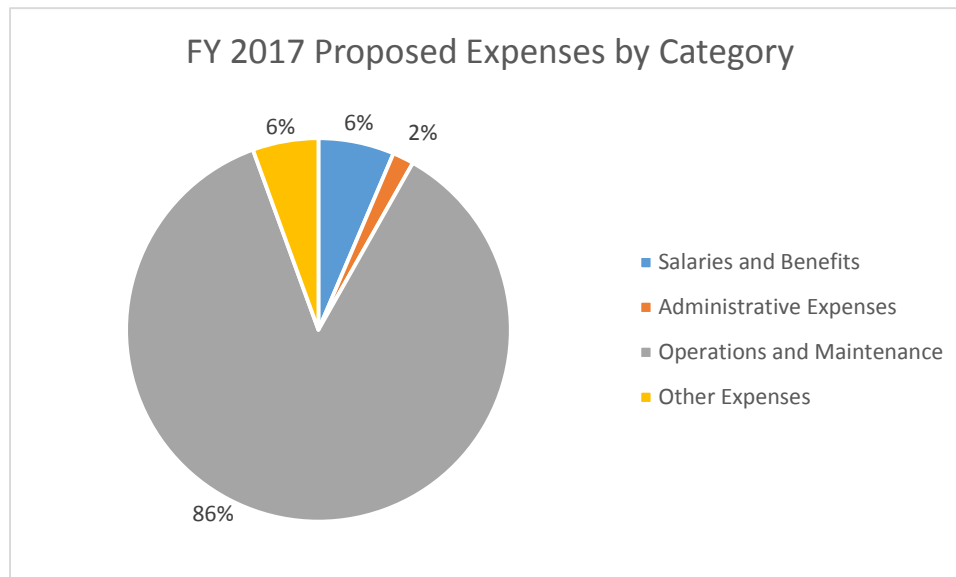
**Key Measurement Indicators:**

<b>Measurement Description</b>	<b>FY 2016 Estimated at completion</b>	<b>FY 2017 Projected</b>
Transponder Penetration	70%	73%
Off-Cycle Collection Campaign	\$156,000	\$195,000
Commercial Collections	\$676,000	\$845,000
Pre-Court Collections	\$265,000	\$318,000

## Toll Operations

### Summary of Expenses:

	FY 2015 Budget	FY 2016 Budget	FY 2017 Proposed Budget	Increase (Decrease)
Salaries and Benefits	\$ 427,520	\$ 416,262	\$ 985,151	136.67%
Administrative Expenses	44,200	160,575	276,192	72.00%
Operations and Maintenance	7,793,210	10,055,409	13,320,878	32.47%
Other Expenses	2,725,000	1,730,000	855,000	-50.58%
Non Operating Expenses	-	-	-	0.00%
<b>Total Expenses</b>	<b>\$ 10,989,930</b>	<b>\$ 12,362,246</b>	<b>\$ 15,437,222</b>	<b>24.87%</b>



### Authorized Personnel:

	Positions		
	FY 2015 Adopted	FY 2016 Adopted	FY 2017 Proposed
Director of Toll Operations	1	1	1
Customer Service and Toll Operations Manager	1	1	1
Administrative Assistant	1	1	2
Administrative Assistant (Shared with Finance)	0	0.5	0
Assistant Director IT and Toll Systems	0	1	1
Intern/Part time position*	1	0	0
Maintenance Manager**	0	0	2
<b>Total Positions -Toll Operations</b>	<b>4</b>	<b>4.5</b>	<b>7</b>

\*Not Filled

\*\*Previously in Engineering

## Toll Operations

### Department Budget Request - FY 2017

#### Toll Operations

Account Name	Budget Amount FY 2016	FY 2016 Actual as of 4/30/2016	Proposed Budget FY 2017	% Change From Prior Year
<b>Salaries and Benefits</b>				
<i><b>Salaries &amp; Wages</b></i>				
Salary Expense-Regular	295,768	259,360	689,045	
<b>Total Salaries</b>	<b>295,768</b>	<b>259,360</b>	<b>689,045</b>	<b>132.97%</b>
<i><b>Benefits</b></i>				
TCDRS	42,886	36,811	96,466	
FICA	14,415	11,944	35,146	
FICA MED	4,289	3,759	9,991	
Health Insurance Expense	35,616	30,684	104,853	
Life Insurance Expense	799	501	2,481	
Other Benefits	20,329	9,950	42,463	
<b>Total Benefits</b>	<b>118,334</b>	<b>93,649</b>	<b>291,400</b>	<b>146.25%</b>
<i><b>Payroll Taxes</b></i>				
Unemployment Taxes	2,160	-	4,706	
<b>Total Payroll Taxes</b>	<b>2,160</b>	<b>-</b>	<b>4,706</b>	<b>117.88%</b>
<b>Total Salaries and Benefits</b>	<b>416,262</b>	<b>353,008</b>	<b>985,151</b>	<b>136.67%</b>
<b>Administrative</b>				
<i><b>Administrative and Office Expenses</b></i>				
IT Services	55,000	24,173	55,000	
Internet	-	2,758	-	
Software Licenses	55,400	10,201	30,000	
Cell Phones	1,800	1,400	6,142	
Local Telephone Service	3,000	3,226	2,000	
Repair & Maintenance-General	-	2,227	-	
Meeting Expense	1,000	942	1,500	
Toll Tag Expense	300	9	500	
Parking	75	3	50	
Mileage Reimbursement	1,500	641	3,000	
<b>Total Administrative and Office Expenses</b>	<b>118,075</b>	<b>45,579</b>	<b>98,192</b>	<b>-16.84%</b>
<i><b>Office Supplies</b></i>				
Office Supplies	-	312	1,000	
Computer Supplies	3,000	6,935	5,000	
Office Supplies-Printed	-	154	-	
Misc Materials & Supplies	2,000	-	2,500	
<b>Total Office Supplies</b>	<b>5,000</b>	<b>7,401</b>	<b>8,500</b>	<b>70.00%</b>
<i><b>Communications and Public Relations</b></i>				
Website Maintenance	-	-	130,000	
Advertising Expense	5,200	-	10,400	
Promotional Items	7,500	-	-	
Direct Mail Printing	6,300	-	6,300	
Other Communication Expenses	500	-	500	
<b>Total Communications and Public Relations</b>	<b>19,500</b>	<b>-</b>	<b>147,200</b>	<b>654.87%</b>

## Toll Operations

### Department Budget Request - FY 2017

#### Toll Operations

Account Name	Budget Amount FY 2016	FY 2016 Actual as of 4/30/2016	Proposed Budget FY 2017	% Change From Prior Year
<b>Employee Development</b>				
Memberships	5,000	2,500	5,000	
Continuing Education	1,500	-	2,500	
Professional Development	1,500	-	1,500	
Other Licenses	-	-	300	
Seminars and Conferences	3,000	750	4,000	
Travel	7,000	2,674	9,000	
<b>Total Employee Development</b>	<b>18,000</b>	<b>5,924</b>	<b>22,300</b>	<b>23.89%</b>
<b>Total Administrative</b>	<b>160,575</b>	<b>58,904</b>	<b>276,192</b>	<b>72.00%</b>
<b>Operations and Maintenance</b>				
<b>Operations and Maintenance Consulting</b>				
GEC-Toll Ops Support	20,000	-	-	
GEC 3.1 Operations Center Support	-	-	25,000	
GEC 3.2 Toll Operations Support	-	-	10,000	
GEC 4.3 Maintenance Contract Support/Oversight	-	-	100,000	
General System Consultant	175,000	136,208	70,000	
Traffic and Revenue Consultant	-	-	-	
<b>Total Operations and Maintenance Consulting</b>	<b>195,000</b>	<b>136,208</b>	<b>205,000</b>	<b>5.13%</b>
<b>Road Operations and Maintenance</b>				
Roadway Maintenance (moved from Engineering)	-	-	4,871,600	
Electricity - Roadways	160,000	123,238	180,000	
<b>Total Road Operations and Maintenance</b>	<b>160,000</b>	<b>123,238</b>	<b>5,051,600</b>	<b>3057.25%</b>
<b>Toll Processing and Collection Expense</b>				
Image Processing	4,527,740	1,267,612	2,300,000	
Tag Collection Fees	2,823,744	2,405,946	3,240,000	
Court Enforcement Costs	30,000	10,525	40,000	
DMV Lookup Fees	4,000	1,974	5,000	
<b>Total Toll Processing and Collections</b>	<b>7,385,484</b>	<b>3,686,057</b>	<b>5,585,000</b>	<b>-24.38%</b>
<b>Toll Operations Expense</b>				
Facility maintenance	-	466	-	
Generator Maintenance	10,000	-	-	
Generator Fuel	6,000	-	6,000	
Fire and Burglar Alarm	500	-	500	
Elevator Maintenance	2,800	-	3,000	
Refuse	800	-	1,200	
Pest Control	1,600	338	1,600	
Custodial	2,000	250	2,500	
Fiber Optic System	80,000	63,370	90,000	
Water	8,000	9,086	10,500	
ETC spare parts expense	-	-	1,600	
Repair & Maintenance Toll Equip	500,000	365,029	275,000	
Law Enforcement	265,225	178,233	273,182	
ETC Maintenance Contract	1,368,000	1,026,999	1,755,098	
ETC Toll Management Center System Operation	-	-	49,098	
ETC Testing	70,000	-	10,000	
<b>Total Toll Operations</b>	<b>2,314,925</b>	<b>1,643,772</b>	<b>2,479,278</b>	<b>7.10%</b>
<b>Total Operations and Maintenance</b>	<b>10,055,409</b>	<b>5,589,274</b>	<b>13,320,878</b>	<b>32.47%</b>

## Toll Operations

### Department Budget Request - FY 2017

#### Toll Operations

Account Name	Budget Amount FY 2016	FY 2016 Actual as of 4/30/2016	Proposed Budget FY 2017	% Change From Prior Year
<b>Other Expenses</b>				
<i>Special Projects and Contingencies</i>				
HERO	1,400,000	695,467	700,000	
Special Projects	200,000	406,343	125,000	
Other Contractual Svcs	30,000	-	30,000	
Contingency	100,000	-	-	
Total Special Projects and Contingencies	1,730,000	1,101,810	855,000	-50.58%
<b>Total Other Expenses</b>	1,730,000	1,101,810	855,000	-50.58%
<b>Total Expenses</b>	<b>12,362,246</b>	<b>7,102,996</b>	<b>15,437,222</b>	24.87%



## Communications

---

The primary role of the Communications Department is the development and facilitation of programs that advance the mission of the agency through strategic interaction with customers, stakeholders, state legislators and the media. These efforts are classified into four general areas of specialization that include public relations and communication, community development and outreach, government relations, and marketing.

### ***Major Business Functions:***

Public Relations and Communications: The business function of public relations involves the strategic communications process that builds mutually beneficial relationships between the Mobility Authority and its publics. Publics include customers, strategic partners, governmental organizations, community and civic groups, citizens as well as the general public. Activities include key message development, media relations, development of communication tools such as publications, presentations, collateral material, videos, websites, and social media to inform and educate customers and stakeholders about the transportation issues in the region and the work of the Mobility Authority to help relieve those.

Community Development and Outreach/Government Relations: Provide public outreach direction and support on all Mobility Authority projects under development, represent the agency's interests in these projects and maintain working relationships with all stakeholders including government entities, neighborhoods, community organizations and the general public.

Marketing: Activities in the marketing area revolve primarily around the strategic communication of the Mobility Authority and its facilities including 183A Toll, 290 Toll (Manor Expressway) and in the coming fiscal year, MoPac Express Lanes. Activities include the education of the public on the benefits and cost savings of electronic tags. In addition, efforts also include the communications support of ongoing projects and activities such as Environmental Studies and projects under construction.

### ***FY 2016 Highlights and Accomplishments:***

- Expanded the agency's first graphic standards and guidelines manual to ensure a consistent look and feel for the Mobility Authority and integrate that into ongoing Environmental Studies, and key strategic partnership activities. *Strategic Initiatives: Regional Mobility, Innovation*
- Implemented successful programs like Road Rewards (a rewards program for frequent toll users), TreeFolks Partnership, and Ice Cream Truck Social as part of

## Communications

---

- innovative efforts to manage community expectations during construction of MoPac Improvement Project. *Strategic Initiatives: Regional Mobility, Innovation*
- Provided ongoing communications support and crisis communications for the construction MoPac Improvement Project, MoPac South and SH 45SW Projects. *Strategic Initiatives: Regional Mobility, Innovation Economic Vitality*
  - Significantly increased the Mobility Authority's social media presence via Facebook and Twitter with targeted messages and posts aimed to engage more followers and fans. *Strategic Initiative: Innovation*
  - Conducted media relations outreach with targeted print, online and broadcast journalists, editors, managers and publishers to create mutually beneficial relationships and educate the media and the public about regional mobility initiatives as well as establish an executive voice for the Mobility Authority as a trusted and innovative transportation leader. Made substantial progress with local media outlets and plan to continue educating the public on transportation solutions and the Mobility Authority's role as a leader in regional mobility innovation. *Strategic Initiatives: Regional Mobility*
  - Planned and executed a groundbreaking ceremony for the 183 South Project that resulted in more media coverage than any previous Mobility Authority project. *Strategic Initiatives: Regional Mobility*

### **FY 2017 Overview and Goals:**

- Coordinated communications for the development phase for MoPac South, SH 45 SW and assist with Oak Hill Parkway; and the transitioning of these projects into design and construction. *Strategic Initiative: Regional Mobility, Innovation*
- Remain a valuable resource on regional mobility issues and a steadfast advocate for short- and long-term transportation solutions. Our communication strategy will provide a mechanism for keeping Central Texans informed of the latest in transportation technology and solutions that will help relieve congestion and improve quality of life. *Strategic Initiatives: Regional Mobility, Innovation*
- Rebuild the Mobility Authority website's design and content to reflect key messaging and incorporate customer-facing product information about Express Lanes on MoPac; also work to enhance search engine optimization and metrics. Our website has already been cited as a standard for transparency among the financial community. We plan to take that a step further to become the go-to resource for all transportation topics. *Strategic Initiatives, Innovation, Regional Mobility*
- Develop customer rewards programs to educate the public on the benefits and potential costs savings of electronic tags and ultimately enhance electronic tag

## Communications

---

usage. With a more robust communication strategy in place, we will inform the public on how securing an electronic tag can provide savings to help them efficiently get to where they need to go. The communications strategy (which will incorporate outlets such as: website, bill inserts, and all other communication materials) will help to increase penetration of electronic tags and improve compliance. *Strategic Initiatives, Innovation, Regional Mobility*

- Continue to implement programs designed to maintain positive relationship with community leaders, drivers, and neighbors regarding construction activities for the MoPac Improvement Project and 183 South Project. Implement educational and outreach activities related to opening and operation of the MoPac North Express Lanes. *Strategic Initiatives: Regional Mobility, Economic Vitality, Innovation*
- Continue community outreach program for construction projects such as the MoPac Improvement and 183 South. The outreach program includes activities designed to establish positive relationships with community leaders, drivers and nearby stakeholders/residents. Our outreach strategy will result in faster, more robust responses to community/key stakeholder requests/inquiries and ensure that we keep the public informed. *Strategic Initiatives: Regional Mobility, Economic Vitality, Innovation*
- Identify opportunities to enhance awareness of the Mobility Authority and our commitment to safety on existing roadways (signage, customer appreciation activities, etc.). *Strategic Initiatives: Regional Mobility, Innovation*
- Conduct “Quality of Life” Research in both Austin and additional markets as a point of comparison. The result will be a foundation of communications that will position CTRMA as thought leaders in innovative transportation solutions, help educate the Central Texas community of who CTRMA is and how we plan to help relieve congestion in the region and improve overall quality of life for Central Texans. *Strategic Initiatives: Regional Mobility, Economic Vitality, Innovation*

## Communications

---

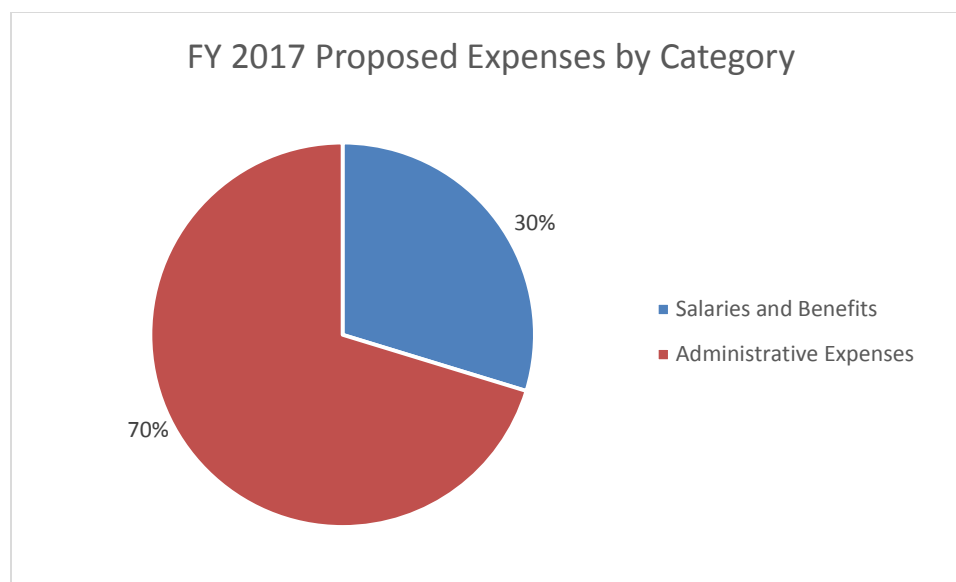
### ***Key Measurement Indicators:***

- Increase Mobility Authority and individual project website visitors and time spent on site – plan to establish benchmarks and track monthly
- Increase social media followers, likes and brand ambassadors that can help inform and discuss the positive things that the Mobility Authority is doing in the region – plan to establish benchmarks and track monthly
- Increase awareness for CTRMA and positive perception – plan to establish benchmarks as part of the research and track after brand messaging is initiated
- Develop and adhere to a crisis communications plan and process
- Establish and continue elected official/key stakeholder outreach regarding key mobility issues in the region
- Communications support for legislative session
- Track and report quarterly on earned media
- Working with Ops to overhaul billing communications – track success through customer feedback
- Help establish and execute communications strategy for Mobility Authority programs such as Green Roads, HERO, Metropia, Road Rewards
- Stakeholder/Community Meetings
- Open Houses/Workshops
- Plan and execute monthly staff meetings and initiative and establish cross department training program

## Communications

### Summary of Expenses:

	FY 2015 Budget	FY 2016 Budget	FY 2017 Proposed Budget	Increase (Decrease)
Salaries and Benefits	\$ 148,433	\$ 395,878	\$ 519,213	31.15%
Administrative Expenses	698,300	789,300	1,230,000	55.83%
Operations and Maintenance	-	-	-	0.00%
Other Expenses	-	-	-	0.00%
Non Operating Expenses	-	-	-	0.00%
<b>Total Expenses</b>	<b>\$ 846,733</b>	<b>\$ 1,185,178</b>	<b>\$ 1,749,213</b>	<b>47.59%</b>



### Authorized Personnel:

	Positions		
	FY 2015 Adopted	FY 2016 Adopted	FY 2017 Proposed
Director of External Affairs	0	1	1
Director Community Relations**	1	1	1
Community Relations Manager	1	1	1
Communications Specialist	0	0	1
Public Involvement Manager	1	1	0
Intern*	1	1	0
<b>Total Positions - Communicatins</b>	<b>4</b>	<b>5</b>	<b>4</b>

\*Not Filled

\*\*Project Funded

## Communications

### FY 2017 Proposed Operating Budget

#### Communications

Account Name	Budget Amount FY 2016	FY 2016 Actual as of 4/30/2016	Proposed Budget FY 2017	% Change From Prior Year
<b>Salaries and Benefits</b>				
<i><b>Salaries &amp; Wages</b></i>				
Salary Expense-Regular	312,251	236,050	382,594	
Part Time Salary Expense	9,000	-	-	
<b>Total Salaries</b>	<b>321,251</b>	<b>236,050</b>	<b>382,594</b>	<b>19.09%</b>
<i><b>Benefits</b></i>				
TCDRS	23,526	32,548	53,563	
FICA	10,060	14,663	18,612	
FICA MED	2,353	3,429	5,548	
Health Insurance Expense	25,206	25,970	53,346	
Life Insurance Expense	438	343	1,377	
Other Benefits	11,604	1,675	2,156	
<b>Total Benefits</b>	<b>73,187</b>	<b>78,628</b>	<b>134,602</b>	<b>83.92%</b>
<i><b>Payroll Taxes</b></i>				
Unemployment Taxes	1,440	-	2,017	
<b>Total Payroll Taxes</b>	<b>1,440</b>	<b>-</b>	<b>2,017</b>	<b>40.06%</b>
<b>Total Salaries and Benefits</b>	<b>395,878</b>	<b>314,677</b>	<b>519,213</b>	<b>31.15%</b>
<b>Administrative</b>				
<i><b>Administrative and Office Expenses</b></i>				
Internet	-	684	-	
Software Licenses	-	100	-	
Cell Phones	600	1,042	1,800	
Local Delivery Services	500	-	500	
Repair & Maintenance-General	-	153	-	
Community Meeting/ Events	2,000	216	2,000	
Meeting Expense	500	216	500	
Public Notices	2,000	-	2,000	
Toll Tag Expense	100	5	100	
Parking	-	204	-	
Mileage Reimbursement	1,000	224	1,000	
<b>Total Administrative and Office Expenses</b>	<b>6,700</b>	<b>2,843</b>	<b>7,900</b>	<b>17.91%</b>
<i><b>Office Supplies</b></i>				
Books & Publications	150	-	150	
Computer Supplies	-	1,499	-	
Other Reports-Printing	13,000	5,088	5,000	
Office Supplies-Printed	-	461	-	
Postage Expense	5,000	-	5,000	
<b>Total Office Supplies</b>	<b>18,150</b>	<b>7,048</b>	<b>10,150</b>	<b>-44.08%</b>

## Communications

### FY 2017 Proposed Operating Budget

#### Communications

Account Name	Budget Amount FY 2016	FY 2016 Actual as of 4/30/2016	Proposed Budget FY 2017	% Change From Prior Year
<b>Communications and Public Relations</b>				
Graphic Design Services	50,000	20,335	75,000	
Website Maintenance	100,000	14,222	10,000	
Research Services	50,000	-	105,000	
Communications and Marketing	250,000	140,643	469,900	
Advertising Expense	220,000	109,107	325,100	
Direct Mail	10,000	380	10,000	
Video Production	20,000	8,850	35,000	
Photography	10,000	9,232	10,000	
Radio	10,000	-	10,000	
Other Public Relations	2,500	71,430	125,000	
Promotional Items	10,000	8,322	10,000	
Displays	5,000	-	5,000	
Annual Report printing	14,000	1,706	5,000	
Direct Mail Printing	5,000	-	5,000	
Other Communication Expenses	-	802	-	
<b>Total Communications and Public Relations</b>	<b>756,500</b>	<b>385,030</b>	<b>1,200,000</b>	<b>58.63%</b>
<b>Employee Development</b>				
Subscriptions	500	6,467	500	
Memberships	1,000	-	1,000	
Continuing Education	250	-	250	
Professional Development	200	-	200	
Seminars and Conferences	3,000	1,355	5,000	
Travel	3,000	2,707	5,000	
<b>Total Employee Development</b>	<b>7,950</b>	<b>10,528</b>	<b>11,950</b>	<b>50.31%</b>
<b>Total Administrative</b>	<b>789,300</b>	<b>405,449</b>	<b>1,230,000</b>	<b>55.83%</b>
<b>Other Expenses</b>				
<b>Special Projects and Contingencies</b>				
Contingency	-	4,063	-	
<b>Total Special Projects and Contingencies</b>	<b>-</b>	<b>4,063</b>	<b>-</b>	<b>0.00%</b>
<b>Total Other Expenses</b>	<b>-</b>	<b>4,063</b>	<b>-</b>	<b>0.00%</b>
<b>Non Operating Expenses</b>				
Community Initiatives	-	2,500	-	
<b>Total Non Operating Expense</b>	<b>-</b>	<b>2,500</b>	<b>-</b>	<b>0.00%</b>
<b>Total Expenses</b>	<b>1,185,178</b>	<b>726,690</b>	<b>1,749,213</b>	<b>47.59%</b>

## Legal Services

---

The Law Department exists to provide trusted legal advice and counsel to support and advance the mission of the Mobility Authority. The General Counsel and Legal Assistant work with the Board of Directors, the Executive Director, staff, and consultants to anticipate, identify, consider, and respond to legal issues. The Law Department provides information, advice, and guidance on compliance with applicable laws and represents the Authority's interests in its relationships with customers, other agencies, consultants, vendors, and the public. The Law Department coordinates and collaborates with outside counsel to provide resources and expertise to support the Mobility Authority's projects, programs, and operations.

### ***Major Business Functions:***

- Identify, research, and advise the Board, Executive Director, and staff on legal issues that arise in connection with Mobility Authority operations and functions.
- Ensure that the Board and management receive timely, sound legal advice concerning compliance with laws and regulations.
- Coordinate, review, and prepare the agenda and backup materials for Board meetings.
- Draft, review, and advise on documents that implement Mobility Authority programs and operations, including:
  - Resolutions and policy code provisions enacted by the Board;
  - Procurement documents such as bid solicitations, requests for information, requests for qualifications, requests for proposals, and other related documents;
  - Contracts with vendors and interlocal agreements other government agencies;
  - Documents required by open government and ethics laws, including responses to requests for public information and disclosures of conflicts of interest and personal financial information.
- Advise on the implementation, construction, and application of existing agreements and legal issues that may arise under those agreements.
- Collaborate with Mobility Authority staff and court officials in Williamson and Travis Counties to continuously improve toll collection and enforcement practices and strategies.
- Assist in managing Mobility Authority records and document retention systems to ensure compliance with legal requirements and best practices.
- Manage the appropriate, efficient use of resources and expertise for legal services provided by outside counsel.



## Legal Services

---

### ***FY 2016 Highlights and Accomplishments:***

- Supported the Executive Director, lobby team, and Mobility Authority staff in responding to questions and issues raised by proposals discussed in the 84th Legislature that could affect the Mobility Authority.
- Worked with representatives of the Veterans Administration to confirm a disabled veteran's eligibility to be reimbursed by the VA for tolls incurred when traveling to a VA facility for medical care; and to share that information on the Mobility Authority's website.
- Drafted and implemented an Open Records response management plan.
- Created forms and document templates to increase efficiency and best practices in Mobility Authority contracting and agenda preparation processes.

### ***FY 2017 Overview and Goals:***

- Continue to manage and provide legal support for Mobility Authority governance, projects, and operations.
- Continue to create and revise document templates for contracting and agenda preparation processes.
- Provide support and focus strategies and procedures to improve toll collections by implementing creative enforcement strategies and methods authorized by state law, including procedures authorized by newly enacted state legislation.
- Continue to review, analyze, and recommend Policy Code revisions to comply with evolving legal requirements and best practices, and to provide necessary or desirable improvements.
- Research and possibly implement an improved document management application for housing Mobility Authority documents to complement other department applications.
- Explore and implement procedures with the Veterans Administration to facilitate and simplify the process for providing VA reimbursement to eligible disabled veterans of toll charges for travel to VA facilities for medical care.

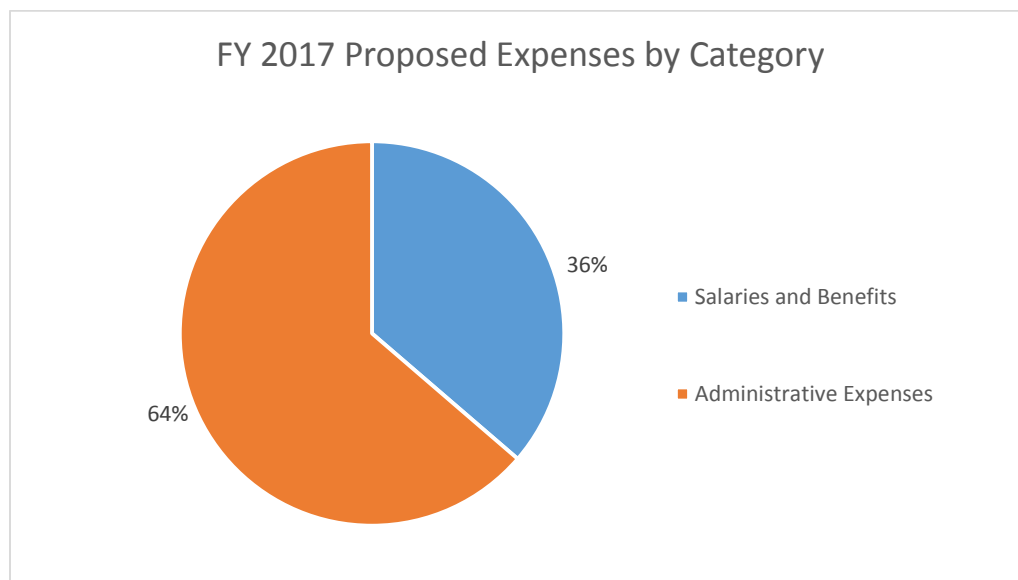
### ***Key Measurement Indicators:***

- Meet applicable deadlines for requests for public information.
- Meet applicable requirements for open meetings.

## Legal Services

### Summary of Expenses:

	FY 2015 Budget	FY 2016 Budget	FY 2017 Proposed Budget	Increase (Decrease)
Salaries and Benefits	\$ 318,737	\$ 321,684	\$ 320,800	-0.27%
Administrative Expenses	348,800	245,100	562,700	129.58%
Operations and Maintenance	-	-	-	0.00%
Other Expenses	700	-	-	0.00%
Non Operating Expenses	-	-	-	0.00%
<b>Total Expenses</b>	<b>\$ 668,237</b>	<b>\$ 566,784</b>	<b>\$ 883,500</b>	<b>55.88%</b>



### Authorized Personnel:

	Positions		
	FY 2015 Adopted	FY 2016 Adopted	FY 2017 Proposed
Legal Counsel	1	1	1
Legal Assistant/Records/Manager	1	1	1
<b>Total Positions - Legal</b>	<b>2</b>	<b>2</b>	<b>2</b>

## Legal Services

### FY 2017 Proposed Operating Budget

#### Legal

Account Name	Budget Amount FY 2016	FY 2016 Actual as of 4/30/2016	Proposed Budget FY 2017	% Change From Prior Year
<b>Salaries and Benefits</b>				
<i><b>Salaries &amp; Wages</b></i>				
Salary Expense-Regular	232,897	230,480	242,050	
<b>Total Salaries</b>	<b>232,897</b>	<b>230,480</b>	<b>242,050</b>	<b>3.93%</b>
<i><b>Benefits</b></i>				
TCDRS	33,770	32,474	33,887	
FICA	10,926	11,167	10,416	
FICA MED	3,377	3,362	3,510	
Health Insurance Expense	23,185	15,168	15,474	
Life Insurance Expense	629	342	1,357	
Other Benefits	15,460	22,707	12,761	
<b>Total Benefits</b>	<b>87,347</b>	<b>85,221</b>	<b>77,405</b>	<b>-11.38%</b>
<i><b>Payroll Taxes</b></i>				
Unemployment Taxes	1,440	-	1,345	
<b>Total Payroll Taxes</b>	<b>1,440</b>	<b>-</b>	<b>1,345</b>	<b>-6.62%</b>
<b>Total Salaries and Benefits</b>	<b>321,684</b>	<b>315,702</b>	<b>320,800</b>	<b>-0.27%</b>
<b>Administrative</b>				
<i><b>Administrative and Office Expenses</b></i>				
IT Services	8,000	5,355	8,000	
Internet	-	21	-	
Software Licenses	700	50	700	
Cell Phones	600	700	1,200	
Overnight Delivery Services	100	26	100	
Local Delivery Services	100	-	100	
Meeting Expense	2,000	-	2,000	
Parking	100	20	100	
Mileage Reimbursement	100	48	200	
Outside Legal	220,000	76,016	525,000	
<b>Total Administrative and Office Expenses</b>	<b>231,700</b>	<b>82,236</b>	<b>537,400</b>	<b>131.94%</b>
<i><b>Office Supplies</b></i>				
Books & Publications	5,300	544	5,000	
Office Supplies	-	125	-	
Computer Supplies	700	215	1,000	
Office Supplies-Printed	-	307	-	
Postage Expense	100	14	100	
<b>Total Office Supplies</b>	<b>6,100</b>	<b>1,205</b>	<b>6,100</b>	<b>0.00%</b>
<i><b>Communications and Public Relations</b></i>				
Advertising Expense	-	695	-	
<b>Total Communications and Public Relations</b>	<b>-</b>	<b>695</b>	<b>-</b>	<b>0.00%</b>

## Legal Services

### FY 2017 Proposed Operating Budget

#### Legal

Account Name	Budget Amount FY 2016	FY 2016 Actual as of 4/30/2016	Proposed Budget FY 2017	% Change From Prior Year
<b><i>Employee Development</i></b>				
Subscriptions	-	189	200	
Memberships	2,000	711	4,000	
Continuing Education	800	-	3,000	
Professional Development	-	-	3,000	
Seminars and Conferences	2,500	450	5,000	
Travel	2,000	-	4,000	
<b>Total Employee Development</b>	<b>7,300</b>	<b>1,349</b>	<b>19,200</b>	<b>163.01%</b>
<b>Total Administrative</b>	<b>245,100</b>	<b>85,486</b>	<b>562,700</b>	<b>129.58%</b>
<b>Total Expenses</b>	<b>566,784</b>	<b>401,187</b>	<b>883,500</b>	<b>55.88%</b>

## Engineering

---

The role of the Engineering Department is to serve as the central organizational hub for the development of major capital improvement projects, from concept through final construction acceptance. Secondly, the Department plays a critical role in the identification and budgeting for facilities maintenance and asset preservation.

### ***Major Business Functions:***

**Project Inception and Feasibility:** Coordinate with other transportation providers in the region (TxDOT, Capital Area Metropolitan Planning Organization, City of Austin, Travis County, and Williamson County) to assure that mobility needs for the region are defined and included in the Long Range Transportation Plan. Provide feasibility analysis for selected projects to evaluate implementation priority.

**Project Development:** Accurately program and develop priority projects to the appropriate level for implementation based on coordination with stakeholders. Stakeholders would include external – federal and state agencies, local governments and the general public. Internal stakeholders would include the Board of Directors, the Executive Director, Legal Department, Financial Team, Toll Operations Department, General Engineering Consultants and Public Relations Department. The deliverable may include schematic level design, or more complete design as well as the appropriate level of environmental documentation and clearance.

**Project Implementation:** Determine the appropriate project delivery method and oversight to provide the Authority with a project of the highest quality that meets the financial and timing constraints. Work closely with Legal, Finance, and Toll Operations and Communications to develop construction documents meeting the agency mission and vision. Manage the construction of all agency projects through project final acceptance.

**Roadway Maintenance:** Develop a quantifiable definition of appropriate levels of roadway maintenance that will drive the estimated maintenance costs for any given project over the life of any debt and beyond. Develop the programmatic annual assessment of roadway conditions and estimated maintenance costs (needs) for the next fiscal year. Beginning in FY 2017, transition from direct oversight to a support role for the Toll Operations Department for all maintenance activities performed on Authority roadways and other assets.

## Engineering

---

### ***FY 2016 Highlights and Accomplishments:***

- Successful construction kickoff of a design-build developer for the 183(S) project. As of May 2016, the project is within 5% of the projected earned value, and construction began fully one month ahead of schedule. This is a significant accomplishment due to the extensive upfront utility efforts, and validates the implemented lessons learned from past projects. This project is the largest transportation improvement project in Central Texas in the past 10 years and has a major impact for mobility in the region. *Strategic Initiatives: Regional Mobility, Economic Vitality, Sustainability*
- Continued progress on the MoPac Improvement Project, including the successful negotiation of a cure settlement and significantly increased contractor efforts on the project. *Strategic Initiatives: Regional Mobility, Economic Vitality*
- Completion of final design and award of construction contract for the 290E / SH 130 interim intersection improvements. *Strategic Initiatives: Regional Mobility*
- Successfully negotiated TxDOT commitment to funding participation in the upcoming \$130M 290E / SH 130 Direct Connectors project.
- Successfully completed construction of the 290E Maintenance facility.
- Actively negotiating TxDOT commitment to funding participation in the \$650M 183N Express Lanes project, with positive early indications.
- Led and completed, or are substantially completed with, the following procurements
  - 183S Construction Inspection
  - 183S Materials Testing
  - 183S Survey Quality Assurance
  - 183S Public Involvement
  - 290E / SH 130 Direct Connectors PS&E
  - General Engineering Consultant
  - SH 45 SW Construction Engineering and Inspection
  - SH 45 SW Independent Environmental Compliance Management
  - Extensive coordination and support of Toll Operations group on the Highway Emergency Response Operator (HERO) procurement
- Successful implementation of the Performance-Based Maintenance Contract with TxDOT starting January 2016, whereby the Mobility Authority is responsible for routine maintenance activities on all Mobility Authority roadways, as well as TxDOT on-system frontage roads. This arrangement allows the Authority to procure and oversee the contract and have TxDOT reimburse the Authority for its pro-rata share of routine maintenance. *Strategic Initiatives: Sustainability, Innovation*

## Engineering

---

- Obtained final environmental clearance for the 183N Express Lanes project. Successfully amended the CAMPO plan to reflect the updated total project cost from \$225M to \$650M, an action that required significant coordination and regional outreach to bring to a successful conclusion. *Strategic Initiative: Mobility, Sustainability, Economic Vitality*
- The Mobility Authority is the primary agency performing a lead role for environmental clearance of the MoPac South Express Lanes. *Strategic Initiative: Mobility, Sustainability, Economic Vitality*
- Significant progress continues on the remaining 3 environmental studies we have partnered with TxDOT to accomplish; US 290 at the “Y”, SH 71(E), and 45(SW). *Strategic Initiative: Sustainability, Mobility, Economic Vitality*
- Coordinated and implemented significant new outreach efforts with the Association of General Contractors, in an effort to engage industry and ultimately lower project costs. This effort culminated in the April 2016 kickoff meeting of the joint CTRMA / AGC Task Force, co-chaired by the RMA Director of Engineering. The task force will meet on a quarterly basis to exchange information and provide a platform for aligning RMA goals with construction industry expectations.

### **FY 2017 Overview and Goals:**

- Long-Range Planning - Continue initial due diligence investigations and/or conceptual and feasibility analysis on the following projects:
  - 183A Phase III – Hero Way to San Gabriel River
  - 183A Future – San Gabriel River to SH 29
  - IH 35/SH 45 North Direct Connects
  - 183A Frontage Roads – RM 1431 to Avery Ranch Boulevard
  - RM 620 – US 183 to Anderson Mill Lane
  - RM 2243 – River Bow Dr to 183A
  - 290E Phase III – Parmer Lane to FM 973(N)
  - Mogan ROW / transportation corridor north of SH 45 North
- Project Development - Hold final Public Hearings or receive Environmental Record of Decisions on the following projects under development:
  - MoPac South Managed Lanes 290W/Y-at Oak Hill
- Construction
  - Construction kickoff or continued progress on the following construction projects:
    - 290E / SH 130 Direct Connectors
    - 183 South
    - SH 45 SW

## Engineering

- Achieve substantial / final completion of the following construction projects:
  - 290E / SH 130 Interim Improvements
  - MoPac North
  - 290E Phase II
  - SH 71 Express
- Successful handoff and support of the Toll Operations Department of the Performance-Based Maintenance Contract oversight. *Strategic Initiative: Sustainability, Innovation*
- Continue the process of lessons learned full circle through listening sessions with industry to find more effective ways to deal with designers, construction contractors and design-builders. *Strategic Initiative: Innovation, Sustainability*
- Define and kickoff implementation of a CTRMA Program Management Initiative, with an overarching goal of defining RMA Capital Planning Program and Project development processes, procedures, accountability and continuous improvement activities. *Strategic Initiative: Innovation, Sustainability, Cost Control, Continuous Improvement, Accountability*
- Define segregated roles and responsibilities for the two GEC firms with respect to roadway operations. This will create a distinction between the firm that assesses repairs and the firm that is responsible for oversight of the repairs. *Strategic Initiatives: Innovation, Sustainability*

### Key Measurement Indicators:

Measurement Description	FY 2015 Actual	FY 2016 Estimated	FY 2017 Projected
<b>Long Range Planning</b>			
183A Phase III	1%	5%	50%
183A Frontage Roads	--	10%	50%
RM 620	--	0%	25%
RM 2243	--	0%	25%
290E Phase III	--	0%	25%
Mokan ROW	--	5%	15%
<b>Project Development</b>			
MoPac South	35%	80%	100%
290W/Y-at Oak Hill	25%	65%	100%
<b>Construction</b>			
290E / 130 DC's	--	0%	5%
183 South	--	18%	50-63%
SH 45 SW	--	0%	25%



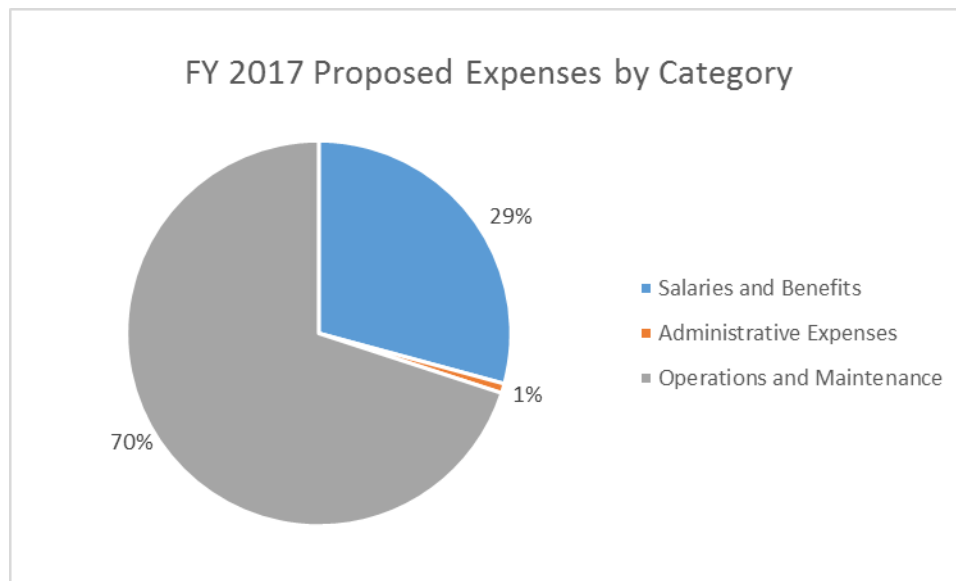
## Engineering

290E / SH 130 Interim	--	35%	100%
MoPac North	40-50%	65%	100%
290E Phase II	95%	98%	100%
SH 71 Express	10%	63%	95%
Program Management Init.	--	1%	20%
Contractor Outreach	25%	90%	100%

## Engineering

### Summary of Expenses:

	FY 2015 Budget	FY 2016 Budget	FY 2017 Proposed Budget	Increase (Decrease)
Salaries and Benefits	\$ 711,567	\$ 910,152	\$ 728,775	-19.93%
Administrative Expenses	20,600	23,350	19,900	-14.78%
Operations and Maintenance	2,247,500	2,963,750	1,741,417	0.00%
Other Expenses	-	-	-	0.00%
Non Operating Expenses	-	-	-	0.00%
<b>Total Expenses</b>	<b>\$ 2,979,667</b>	<b>\$ 3,897,252</b>	<b>\$ 2,490,092</b>	<b>-36.11%</b>



### Authorized Personnel:

	Positions		
	FY 2015 Adopted	FY 2016 Adopted	FY 2017 Proposed
Director of Engineering	1	1	1
Assistant Director of Engineering	1	1	1
Senior Project Manager	1	1	1
Senior Administrative Assistant	1	1	1
Construction and Maintenance Manager*	1	1	0
Maintenance position*	0	1	0
Proposed Construction Manager**	0	0	1
<b>Total Positions -Engineering</b>	<b>5</b>	<b>6</b>	<b>5</b>

\*Moved to Toll Operations

\*\*Project Funded

## Engineering

### FY 2017 Proposed Operating Budget

#### Engineering

Account Name	Budget Amount FY 2016	FY 2016 Actual as of 4/30/2016	Proposed Budget FY 2017	% Change From Prior Year
<b>Salaries and Benefits</b>				
<i><b>Salaries &amp; Wages</b></i>				
Salary Expense-Regular	671,077	491,924	528,343	
<b>Total Salaries</b>	<b>671,077</b>	<b>491,924</b>	<b>528,343</b>	<b>-21.27%</b>
<i><b>Benefits</b></i>				
TCDRS	86,431	69,880	73,968	
FICA	30,379	25,159	24,797	
FICA MED	8,643	7,267	7,661	
Health Insurance Expense	69,299	49,783	67,014	
Life Insurance Expense	1,609	830	1,902	
Other Benefits	39,114	22,416	22,401	
<b>Total Benefits</b>	<b>235,475</b>	<b>175,334</b>	<b>197,743</b>	<b>-16.02%</b>
<i><b>Payroll Taxes</b></i>				
Unemployment Taxes	3,600	-	2,689	
<b>Total Payroll Taxes</b>	<b>3,600</b>	<b>-</b>	<b>2,689</b>	<b>-25.30%</b>
<b>Total Salaries and Benefits</b>	<b>910,152</b>	<b>667,258</b>	<b>728,775</b>	<b>-19.93%</b>
<b>Administrative</b>				
<i><b>Administrative and Office Expenses</b></i>				
Software Licenses	-	425	-	
Cell Phones	5,500	3,627	1,800	
Local Delivery Services	-	33	-	
Meeting Expense	500	133	500	
Toll Tag Expense	1,000	765	1,000	
Parking	100	32	250	
Mileage Reimbursement	3,000	1,180	3,000	
<b>Total Administrative and Office Expenses</b>	<b>10,100</b>	<b>6,194</b>	<b>6,550</b>	<b>-35.15%</b>
<i><b>Office Supplies</b></i>				
Office Supplies	-	122	-	
Computer Supplies	1,500	170	-	
Office Supplies-Printed	-	317	500	
Misc Materials & Supplies	-	1,962	250	
<b>Total Office Supplies</b>	<b>1,500</b>	<b>2,571</b>	<b>750</b>	<b>-50.00%</b>
<i><b>Communications and Public Relations</b></i>				
Advertising Expense	-	635	1,000	
<b>Total Communications and Public Relations</b>	<b>-</b>	<b>635</b>	<b>1,000</b>	<b>0.00%</b>
<i><b>Employee Development</b></i>				
Subscriptions	-	-	100	
Memberships	-	-	250	
Professional Development	-	-	500	
Other Licenses	750	430	750	
Seminars and Conferences	5,000	3,680	5,000	
Travel	6,000	1,875	5,000	
<b>Total Employee Development</b>	<b>11,750</b>	<b>5,985</b>	<b>11,600</b>	<b>-1.28%</b>
<b>Total Administrative</b>	<b>23,350</b>	<b>15,384</b>	<b>19,900</b>	<b>-14.78%</b>

## Engineering

### FY 2017 Proposed Operating Budget

#### Engineering

Account Name	Budget Amount FY 2016	FY 2016 Actual as of 4/30/2016	Proposed Budget FY 2017	% Change From Prior Year
<b>Operations and Maintenance</b>				
<i><b>Operations and Maintenance Consulting</b></i>				
General Engineering Consultant	250,000	-	-	
GEC-Trust Indenture Support	142,000	101,073	165,000	
GEC-Financial Planning Support	10,000	440	10,500	
GEC-Toll Ops Support	-	3,180	10,000	
GEC-Roadway Ops Support	261,000	264,959	231,667	
GEC-Technology Support	15,000	25,693	40,000	
GEC-Public Information Support	-	43,368	30,000	
GEC-General Support	318,000	275,072	1,151,000	
GEC 7.2 Technical Resource Support	-	66,034	25,000	
<b>Total Operations and Maintenance Consulting</b>	<b>996,000</b>	<b>779,819</b>	<b>1,663,167</b>	<b>66.98%</b>
<i><b>Road Operations and Maintenance</b></i>				
Roadway Maintenance	1,800,000	-	-	
Landscape Maintenance	110,000	1,049,309	5,000	
Signal & Illumination Maint	20,000	87,837	20,000	
Maintenance Supplies-Roadway	30,000	141,816	45,000	
Tools & Equipment Expense	250	68,460	750	
Gasoline	6,000	475	6,000	
Repair & Maintenance-Vehicles	1,500	2,211	1,500	
Roadway Operations	-	7,608	-	
Electricity - Roadways	-	521	-	
<b>Total Road Operations and Maintenance</b>	<b>1,967,750</b>	<b>1,358,236</b>	<b>78,250</b>	<b>-96.02%</b>
<i><b>Toll Operations Expense</b></i>				
Facility maintenance	-	250	-	
Generator Maintenance	-	5,512	-	
Generator Fuel	-	1,291	-	
Fire and Burglar Alarm	-	247	-	
Refuse	-	699	-	
Pest Control	-	2,736	-	
Custodial	-	1,063	-	
<b>Total Toll Operations</b>	<b>-</b>	<b>11,798</b>	<b>-</b>	<b>0.00%</b>
<b>Total Operations and Maintenance</b>	<b>2,963,750</b>	<b>2,149,853</b>	<b>1,741,417</b>	<b>-41.24%</b>
<b>Total Expenses</b>	<b>3,897,252</b>	<b>2,832,496</b>	<b>2,490,092</b>	<b>-36.11%</b>

## Consolidated Staffing Schedule

### Consolidated Staffing Schedule

Authorized Personnel:	Positions		
	FY 2015 Adopted	FY 2016 Adopted	FY 2017 Proposed
<b>Administration</b>			
Executive Director	1	1	1
Deputy Executive Director	1	1	1
Assistant to Executive Director	1	1	1
Receptionist	1	1	1
Intern*	1	1	1
<b>Financial Services</b>			
CFO	1	1	1
Controller	1	1	1
Fiscal Analyst	1	1	1
Administrative Assistant (Shared w/ Operations)	0	0.5	0
<b>Toll Operations</b>			
Director of Toll Operations	1	1	1
Customer Service and Toll Operations Manager	1	1	1
Administrative Assistant	1	1	2
Administrative Assistant (Shared w/ Finance)	0	0.5	0
Assistant Director IT and Toll Systems	0	1	1
Intern/Part time position*	1	0	0
Maintenance Manager**	0	0	2
<b>Communications and Marketing</b>			
Director of External Affairs	0	1	1
Director Community Relations*	1	1	1
Community Relations Manager	1	1	1
Communications Specialist	0	0	1
Public Involvement Manager	1	1	0
Intern*	1	1	0
<b>Legal</b>			
Legal Counsel	1	1	1
Legal Assistant/Records/Manager	1	1	1
<b>Engineering</b>			
Director of Engineering	1	1	1
Assistant Director of Engineering	1	1	1
Senior Project Manager	1	1	1
Senior Administrative Assistant	1	1	1
Construction and Maintenance Manager**	1	1	0
Maintenance position**	0	1	0
Proposed Construction Manager*	0	0	1
<b>Total Positions</b>	<b>23</b>	<b>26</b>	<b>26</b>

\*These positions funded through 183 South Project

\*\*These positions moved to Toll Operations for FY 2017

Titles in prior years have changed to reflect current titles.

## Capital Budget

---

### Capital Budget

Replacement Maintenance Vehicle	\$ 30,000
Desktop Computer Upgrade	40,000
High Speed Copier	20,200
Build-out of Wall for Office/Conference Room	<u>5,000</u>
	<u>\$ 95,200</u>

## System Operating Budget

---

### FY 2017 Budget

<b>Total Revenues</b>	<b>\$ 71,967,456</b>	
<b>System Operating Costs</b>		
Toll Operations	\$ 6,101,977	
Finance Department	150,000	
Finance Department	15,000	
Finance Department	350,742	
Finance Department	558,000	
Finance Department	673,875	
Finance Department	19,275	
Legal	127,890	
Legal	125,080	
Communications	260,119	
Communications	609,925	
Communications	3,045	
Engineering	508,839	
Engineering	1,232,922	
Administration	406,025	
<b>Total System Operating Costs</b>	<b>\$ 11,142,715</b>	
Available net Revenues per indenture	60,824,741	
		<b>Coverage %</b>
Debt Service Senior Lien Bonds	(11,854,875)	5.13
Debt Service Sub Lien Bonds	(5,601,500)	3.48
Maintenance	5,563,530	
Available net Revenues per indenture after maintenance	55,261,211	
Debt Service Senior Lien Bonds	(11,854,875)	4.66
Debt Service Sub Lien Bonds	(5,601,500)	3.17

## Debt Service Schedule

	Principal	Interest	Capitalized Interest	Other Proceeds	Accreted Interest	FY 2017 Debt Service	Debt Service Net Cash Payments
<b>Senior Lien Revenue Refunding Bonds, Series 2016</b>							
7/1/2016	\$ -	\$ 1,453,753		\$ (1,453,753)			
1/1/2017	-	\$ 8,722,519		\$ (8,722,519)			
<b>Senior Lien Revenue Put Bonds, Series 2015B</b>							
7/1/2016	-	1,719,625					
1/1/2017	-	1,719,625				\$ 3,439,250	
<b>Senior Lien Revenue Bonds, Series 2015A</b>							
7/1/2016		7,469,750	(7,469,750)				
1/1/2017		7,469,750	(7,469,750)				
<b>Senior Lien Revenue Bonds, Series 2013A</b>							
7/1/2016	-	3,697,000					
1/1/2017	4,195,000	3,697,000		(3,665,000)		\$ 7,924,000	
<b>Senior Lien Revenue Bonds, Series 2010</b>							
7/1/2016	-	245,813			\$ 2,126,870		
1/1/2017	-	245,813			\$ 2,207,767	\$ 491,625	
<b>Senior Debt Total</b>							\$ 11,854,875
<b>Subordinate Lien Revenue Bonds, Series 2011</b>							
7/1/2016	-	2,362,500		(2,362,500)			
1/1/2017	-	2,362,500		(2,362,500)		\$ -	
<b>Subordinate Lien Revenue Bonds, Series 2013</b>							
7/1/2016	-	2,550,750					
1/1/2017	500,000	2,550,750				\$ 5,601,500	
<b>Subordinate Debt Total</b>							\$ 5,601,500





**CENTRAL TEXAS  
Regional Mobility Authority**

June 15, 2016  
**AGENDA ITEM SUMMARY #14**

---

Presentation on the May 12, 2016 Sale of  
Senior Lien Revenue Refunding Bonds, Series  
2016.

Strategic Plan Relevance: Regional Mobility

Department: Finance

Contact: Mary Temple, Controller  
Bob Muller, Managing Director, J.P.Morgan

Funding Source: N/A

Description of Matter: Present the Results of the Bond sale activities conducted on  
May 12, 2016.

Contact for further information:

Bill Chapman, Chief Financial Officer

Mary Temple, Controller

**Central Texas Regional Mobility Authority**

<b>Deal Type:</b>	Negotiated	<b>Deal Size (M):</b>	\$368,705	<b>Ratings:</b>	Baa2/BBB+/NR	<b>State:</b>	TX
<b>Pricing Date:</b>	05/12/2016	<b>Deal Code:</b>	CTRMA5-16	<b>Structure:</b>	Current Interest Bonds	<b>JPM Role:</b>	Senior Manager (Bookrunner)

**Order Overview By Bond**

Series	Maturity	Coupon	First Call Date	Par (M)	JPM Retail Orders (M)	Syndicate Retail Orders (M)	JPM Priority Orders Non-Retail (M)	Syndicate Priority Orders Non-Retail (M)	JPM Stock Orders (M)	Syndicate Stock Orders (M)	JPM Total Orders (M)	Syndicate Total Orders (M)	Total Orders (M)	Balance (M)	Total Orders Ex-Stock (M)	Balance Ex-Stock (M)	Subscription Ex-Stock
<b>A</b>				<b>\$368,705</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,139,185</b>	<b>\$14,050</b>	<b>\$750</b>	<b>\$369,265</b>	<b>\$4,139,935</b>	<b>\$383,315</b>	<b>\$4,523,250</b>	<b>\$0</b>	<b>\$4,153,235</b>	<b>\$0</b>	<b>11.26</b>
A	01/01/2020	5	01/01/2026	\$1,490	\$0	\$0	\$3,480	\$0	\$0	\$0	\$3,480	\$0	\$3,480	-\$1,990	\$3,480	\$0	2.34
A	01/01/2021	5	01/01/2026	\$8,345	\$0	\$0	\$80,520	\$0	\$0	\$2000	\$80,520	\$2,000	\$82,520	-\$74,175	\$80,520	\$0	9.65
A	01/01/2022	5	01/01/2026	\$10,855	\$0	\$0	\$87,805	\$0	\$0	\$0	\$87,805	\$0	\$87,805	-\$76,950	\$87,805	\$0	8.09
A	01/01/2023	5	01/01/2026	\$11,710	\$0	\$0	\$58,730	\$0	\$0	\$11710	\$58,730	\$11,710	\$70,440	-\$58,730	\$58,730	\$0	5.02
A	01/01/2024	5	01/01/2026	\$12,565	\$0	\$0	\$43,685	\$0	\$0	\$12565	\$43,685	\$12,565	\$56,250	-\$43,685	\$43,685	\$0	3.48
A	01/01/2025	5	01/01/2026	\$4,395	\$0	\$0	\$17,065	\$0	\$0	\$4395	\$17,065	\$4,395	\$21,460	-\$17,065	\$17,065	\$0	3.88
A	01/01/2026	5	01/01/2026	\$6,165	\$0	\$0	\$23,925	\$0	\$0	\$6165	\$23,925	\$6,165	\$30,090	-\$23,925	\$23,925	\$0	3.88
A	01/01/2027	5	01/01/2026	\$9,305	\$0	\$0	\$65,135	\$0	\$0	\$9305	\$65,135	\$9,305	\$74,440	-\$65,135	\$65,135	\$0	7.00
A	01/01/2028	5	01/01/2026	\$9,770	\$0	\$0	\$69,065	\$0	\$0	\$0	\$69,065	\$0	\$69,065	-\$59,295	\$69,065	\$0	7.07
A	01/01/2029	5	01/01/2026	\$10,265	\$0	\$0	\$26,370	\$0	\$0	\$10000	\$26,370	\$10,000	\$36,370	-\$26,105	\$26,370	\$0	2.57
A	01/01/2030	5	01/01/2026	\$10,775	\$0	\$0	\$41,825	\$0	\$0	\$13000	\$41,825	\$13,000	\$54,825	-\$44,050	\$41,825	\$0	3.88
A	01/01/2031	5	01/01/2026	\$11,310	\$0	\$0	\$55,655	\$500	\$0	\$13000	\$55,655	\$13,500	\$69,155	-\$57,845	\$56,155	\$0	4.97
A	01/01/2032	5	01/01/2026	\$11,880	\$0	\$0	\$57,560	\$0	\$0	\$8000	\$57,560	\$8,000	\$65,560	-\$53,680	\$57,560	\$0	4.85
A	01/01/2033	5	01/01/2026	\$12,470	\$0	\$0	\$75,820	\$0	\$0	\$10000	\$75,820	\$10,000	\$85,820	-\$73,350	\$75,820	\$0	6.08
A	01/01/2034	5	01/01/2026	\$13,095	\$0	\$0	\$92,665	\$0	\$0	\$15000	\$92,665	\$15,000	\$107,665	-\$94,570	\$92,665	\$0	7.08
A	01/01/2035	5	01/01/2026	\$13,750	\$0	\$0	\$110,000	\$0	\$0	\$13000	\$110,000	\$13,000	\$123,000	-\$109,250	\$110,000	\$0	8.00
A	01/01/2036	5	01/01/2026	\$14,440	\$0	\$0	\$122,770	\$0	\$0	\$23000	\$122,770	\$23,000	\$145,770	-\$131,330	\$122,770	\$0	8.50
A	01/01/2040	5	01/01/2026	\$65,335	\$0	\$0	\$1,056,765	\$1,500	\$0	\$67000	\$1,056,765	\$68,500	\$1,125,265	-\$1,059,930	\$1,058,265	\$0	16.20
A	01/01/2041	3.375	01/01/2026	\$28,475	\$0	\$0	\$159,860	\$8,300	\$750	\$36125	\$160,610	\$44,425	\$205,035	-\$176,560	\$168,160	\$0	5.91
A	01/01/2046	5	01/01/2026	\$102,310	\$0	\$0	\$1,890,485	\$3,750	\$0	\$115000	\$1,890,485	\$118,750	\$2,009,235	-\$1,906,925	\$1,894,235	\$0	18.51
<b>Total</b>				<b>\$368,705</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,139,185</b>	<b>\$14,050</b>	<b>\$750</b>	<b>\$369,265</b>	<b>\$4,139,935</b>	<b>\$383,315</b>	<b>\$4,523,250</b>	<b>\$0</b>	<b>\$4,153,235</b>	<b>\$0</b>	<b>11.26</b>

Disclaimer: This document was prepared exclusively for the benefit and internal use of the J.P. Morgan client to whom it is directly addressed and delivered (including such client's subsidiaries, the 'Client'). The information shown is as of the timestamp provided above and may not reflect the finalized information on the deal. This information contains commercially sensitive and proprietary customer information of J.P. Morgan. Information in this document includes trade secrets or other commercially valuable information which if disclosed could cause substantial injury to the competitive position of J.P. Morgan. Neither this document nor any of its contents may be disclosed or used for any other purpose without the prior written consent of J.P. Morgan. By accepting this document, the Client agrees to prevent the disclosure of the information in this presentation to the full extent permissible under applicable freedom of information statutes and other applicable laws. Information has been obtained from sources believed to be reliable but J.P. Morgan does not warrant its completeness or accuracy. Opinions and estimates constitute our judgment as of the date of this material and are subject to change without notice. Past performance is not indicative of future results. Any financial products discussed may fluctuate in price or value. This presentation does not constitute a commitment by any J.P. Morgan entity to underwrite, subscribe for or place any securities or to extend or arrange credit or to provide any other services. J.P. Morgan makes no representations as to the legal, tax, credit, or accounting treatment of any transactions mentioned herein, or any other effects such transactions may have on you and your affiliates or any other parties to such transactions and their respective affiliates. You should consult with your own advisors as to such matters. IRS Circular 230 Disclosure: JPMorgan Chase & Co. and its affiliates do not provide tax advice. Accordingly, any discussion of U.S. tax matters included herein (including any attachments) is not intended or written to be used, and cannot be used, in connection with the promotion, marketing or recommendation by anyone not affiliated with JPMorgan Chase & Co. of any of the matters addressed herein or for the purpose of avoiding U.S. tax-related penalties.



**CENTRAL TEXAS  
Regional Mobility Authority**

June 15, 2016  
**AGENDA ITEM #15**

---

Authorize the Issuance, Sale and Delivery of Central Texas  
Regional Mobility Authority Subordinate Lien Revenue  
Refunding Bonds, Series 2016, in Accordance with  
Specified Parameters.

Department: Finance  
Contact: Bill Chapman, Chief Financial Officer  
Action Requested: Consider and act on draft resolution

Summary:

Authorize the issuance, sale and delivery of Central Texas Regional Mobility Authority Subordinate Lien Revenue Refunding Bonds, Series 2016, in accordance with specified parameters; and authorize the execution and delivery of any and all documents, certificates, agreements and instruments necessary or desirable to be executed and delivered in connection with the foregoing; and enacting other provisions relating to the subject.

The Mobility Authority is assessing the current opportunities in the financial markets to refund all or a portion of its Subordinate Lien Revenue Bonds, Series 2011. Typically, in a refunding transaction the authority to execute the transaction is delegated to an authorized representative of the governing body, subject to certain transaction parameters, to optimize the timing of market conditions to best suit the agency's objectives. This resolution delegates to the Board Chairman, the Executive Director and the Chief Financial Officer the authority to approve the refunding transaction under the parameters set forth in the resolution.

Backup provided: Draft Resolution

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

**RESOLUTION NO. 16-\_\_\_\_\_**

**RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF ONE OR MORE SERIES OF CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY SUBORDINATE LIEN REVENUE REFUNDING BONDS, SERIES 2016 (THE “SERIES 2016 BONDS”), IN ACCORDANCE WITH SPECIFIED PARAMETERS; APPROVING THE FORM OF, AND AUTHORIZING THE EXECUTION AND DELIVERY OF, THE SEVENTEENTH SUPPLEMENTAL TRUST INDENTURE; APPOINTING AUTHORIZED OFFICERS TO AUTHORIZE, APPROVE AND DETERMINE CERTAIN TERMS AND PROVISIONS OF THE SERIES 2016 BONDS AND THE FORM OF THE SERIES 2016 BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTRACT OF PURCHASE FOR THE SERIES 2016 BONDS; APPROVING THE PREPARATION OF AN OFFICIAL STATEMENT IN CONNECTION WITH THE OFFERING AND SALE OF SUCH BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW AGREEMENT RELATING TO THE OBLIGATIONS TO BE REFUNDED WITH THE PROCEEDS OF THE SERIES 2016 BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS AND INSTRUMENTS IN CONNECTION WITH THE FOREGOING; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT**

WHEREAS, the Central Texas Regional Mobility Authority (the “Authority”) has been created and organized pursuant to and in accordance with the provisions of Chapter 361, Texas Transportation Code, and operates pursuant to the Constitution and laws of the State of Texas, including, particularly, Chapter 370, Texas Transportation Code (the “Act”), for the purposes of constructing, maintaining and operating transportation projects, including turnpike projects, in Travis and Williamson Counties, Texas; and

WHEREAS, pursuant to the Act, the Authority is authorized to: (i) study, evaluate, design, finance, acquire, construct, maintain, repair and operate transportation projects (as defined in the Act), individually or as a system (as defined in the Act); (ii) issue bonds, certificates, notes or other obligations payable from the revenues of a transportation project or system, including tolls, fees, fares or other charges, to pay all or part of the cost of a transportation project and to refund any bonds previously issued for a transportation project; and

(iii) impose tolls, fees, fares or other charges for the use of each of its transportation projects and the different parts or sections of each of its transportation projects; and

WHEREAS, pursuant to the Act and other applicable laws, the Authority is authorized to issue revenue bonds, notes, certificates or other obligations for the purposes of (i) financing all or a portion of the cost of the acquisition, construction, improvement, extension or expansion of one or more turnpike projects (as defined in the Act), (ii) refunding, defeasing and redeeming any of such outstanding obligations previously issued by the Authority, and (iii) paying the expenses of issuing such revenue bonds, notes, certificates or other obligations; and

WHEREAS, the Authority has previously executed and delivered that certain Master Trust Indenture (the "Master Indenture"), between the Authority and Regions Bank, as successor in trust to JPMorgan Chase Bank, National Association, as trustee (the "Trustee"), providing for the issuance from time to time by the Authority of one or more series of its revenue obligations (collectively, the "Obligations"), as supplemented by that certain (i) First Supplemental Trust Indenture (the "First Supplement"), Second Supplemental Trust Indenture (the "Second Supplement"), and Third Supplemental Trust Indenture (the "Third Supplement"), each between the Authority and the Trustee and dated as of February 1, 2005; (ii) Fourth Supplemental Trust Indenture (the "Fourth Supplement"), between the Authority and the Trustee and dated as of May 1, 2009; (iii) Fifth Supplemental Trust Indenture (the "Fifth Supplement") and Sixth Supplemental Trust Indenture (the "Sixth Supplement"), each between the Authority and the Trustee and dated as of March 1, 2010; (iv) Seventh Supplemental Trust Indenture (the "Seventh Supplement"), between the Authority and the Trustee and dated as of August 1, 2010; (v) Eighth Supplemental Trust Indenture (the "Eighth Supplement") and the Ninth Supplemental Trust Indenture (the "Ninth Supplement"), each between the Authority and the Trustee and dated as of June 1, 2011; (vi) Tenth Supplemental Trust Indenture (the "Tenth Supplement") and Eleventh Supplemental Trust Indenture (the "Eleventh Supplement"), each between the Authority and the Trustee and dated as of May 1, 2013; (vii) Twelfth Supplemental Trust Indenture (the "Twelfth Supplement"), Thirteenth Supplemental Trust Indenture (the "Thirteenth Supplement"), Fourteenth Supplemental Trust Indenture (the "Fourteenth Supplement") and Fifteenth Supplemental Trust Indenture (the "Fifteenth Supplement"), each between the Authority and the Trustee and dated as of November 1, 2015; and (viii) Sixteenth Supplemental Trust Indenture (the "Sixteenth Supplement"), between the Authority and the Trustee and dated as of June 1, 2016 (the Master Indenture, as supplemented by the First Supplement, the Second Supplement, the Third Supplement, the Fourth Supplement, the Fifth Supplement, the Sixth Supplement, the Seventh Supplement, the Eighth Supplement, the Ninth Supplement, the Tenth Supplement, the Eleventh Supplement, the Twelfth Supplement, the Thirteenth Supplement, the Fourteenth Supplement, the Fifteenth Supplement and the Sixteenth Supplement, is referred to herein as the "Indenture"); and

WHEREAS, Sections 301, 302, 708 and 1002 of the Master Indenture authorize the Authority and the Trustee to execute and deliver supplemental indentures authorizing the issuance of Obligations, including Additional Subordinate Lien Obligations, and to include in such supplemental indentures the terms of such Additional Subordinate Lien Obligations and any other matters and things relative to the issuance of such Obligations which are not inconsistent with or in conflict with the Indenture, to add to the covenants of the Authority, and to pledge other moneys, securities or funds as part of the Trust Estate; and

WHEREAS, the Board of Directors (the “Board”) of the Authority has determined to refund and redeem all or a portion of its Subordinate Lien Revenue Bonds, Series 2011 (the “Series 2011 Subordinate Lien Bonds”) from the proceeds of all or a portion of Additional Subordinate Lien Obligations; and

WHEREAS, pursuant to Chapter 1207, Texas Government Code, as amended, and Chapter 1371, Texas Government Code, as amended, the Board desires to authorize the issuance of one or more series of its Subordinate Lien Revenue Refunding Bonds, Series 2016 (the “Series 2016 Bonds”), pursuant to the Master Indenture and a seventeenth supplemental trust indenture for the purpose of refunding all or a portion of the Series 2011 Subordinate Lien Bonds, making deposits to reserve funds, and paying the costs of issuing the Series 2016 Bonds, all under and in accordance with the Constitution and the laws of the State; and

WHEREAS, the Board has been presented with and examined a proposed form of a seventeenth supplemental trust indenture and the Board finds that the form and substance thereof is satisfactory and the recitals and findings contained therein are true, correct and complete, and hereby adopts and incorporates by reference such recitals and findings as if set forth in full in this Resolution, and finds that it is in the best interest of the public and the Authority to authorize the execution and delivery thereof; and

WHEREAS, the Board now desires to appoint one or more officers of the Authority to act on behalf of the Authority to determine the final terms and conditions of the Series 2016 Bonds, as provided herein, and to make such determinations as may be required by the seventeenth supplemental trust indenture to carry out the purposes of this Resolution and to execute an Award Certificate (as defined herein) setting forth such determinations and authorizing and approving all other matters relating to the issuance, sale and delivery of the Series 2016 Bonds; and

WHEREAS, the Board desires to provide for the issuance of the Series 2016 Bonds in accordance with the requirements of the Master Indenture and the seventeenth supplemental trust indenture and to authorize the execution and delivery of such supplemental trust indentures, escrow agreements, contracts of purchase, certificates, agreements, instruction letters and other instruments as may be necessary or desirable in connection therewith;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY THAT:

1. FINDINGS AND DETERMINATIONS

1.1 Findings and Determinations. (a) The findings and determinations set forth in the preamble hereof are hereby incorporated herein for all purposes as though such findings and determinations were set forth in full herein. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Master Indenture and the seventeenth supplemental trust indenture.

(b) The Board has found and determined that the Series 2016 Bonds may be issued as one or more series of Additional Subordinate Lien Obligations and as Current Interest Bonds, Long-Term Obligations and Refunding Obligations in accordance with the Master Indenture.

(c) It is officially found, determined and declared that the meeting at which this Resolution has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Resolution was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended.

(d) The Board hereby finds and determines that the issuance of the Series 2016 Bonds is in the best interest of the Authority. The Authorized Officer is hereby authorized to make any findings and determinations required by Section 1207.008, Texas Government Code, as amended in the Award Certificate.

## 2. ISSUANCE OF SERIES 2016 BONDS; APPROVAL OF DOCUMENTS

2.1 Authorization of Issuance of Series 2016 Bonds; Approval of Seventeenth Supplemental Trust Indenture. The Authority hereby authorizes, approves and directs the issuance of the Series 2016 Bonds in accordance with the terms of this Resolution, the Master Indenture and a seventeenth supplemental trust indenture substantially in the form of the Seventeenth Supplemental Trust Indenture relating to the issuance of the Series 2016 Bonds (the "Seventeenth Supplement"), dated as of the date to be specified in an Award Certificate, between the Authority and the Trustee, a draft of which was presented to the Authority and its counsel, the form, terms and provisions of the Seventeenth Supplement being hereby authorized and approved with such changes as may be approved by the Authorized Officer, such approval to be evidenced by the execution thereof. The Chairman of the Board is hereby authorized to execute the Seventeenth Supplement and the Secretary is hereby authorized to attest the signature of the Chairman.

2.2 The Issuance of Series 2016 Bonds. The issuance, execution and delivery of the Series 2016 Bonds, which shall be issued in the aggregate principal amount, in one or more series and bearing interest in accordance with the terms of the Seventeenth Supplement, all as determined by the Authorized Officer and set forth in an Award Certificate, to provide funds to (i) refund all or a portion of the Series 2011 Subordinate Lien Bonds, (ii) make deposits, if any, to a reserve fund, and (iii) pay costs of issuance for the Series 2016 Bonds, all pursuant to and in accordance with the Master Indenture and the Seventeenth Supplement, are hereby authorized and approved.

2.3 Execution and Delivery of Series 2016 Bonds. The Chairman of the Board is hereby authorized and directed to execute and the Secretary of the Board is hereby authorized and directed to attest the signature of the Chairman of the Board and to affix the Authority's seal to the Series 2016 Bonds and to cause the Trustee to authenticate and deliver the Series 2016 Bonds to the Representative (as defined herein) or its designee against payment therefor in accordance with and subject to the terms and provisions of the Master Indenture and the Seventeenth Supplement.

## 3. APPOINTMENT OF AUTHORIZED OFFICER; DELEGATION OF AUTHORITY

3.1 Appointment of Authorized Officer. The Board hereby appoints the Chairman of the Board, the Executive Director and the Chief Financial Officer, severally and each of them, to

act as an authorized officer (the “Authorized Officer”) on behalf of the Board and to perform all acts authorized and required of an Authorized Officer set forth in this Resolution and the Seventeenth Supplement, respectively. The Authorized Officer is hereby authorized and directed to execute an Award Certificate setting forth the information authorized to be stated therein pursuant to this Resolution and required to be stated therein pursuant to the Seventeenth Supplement.

3.2 Delegation of Authority. The Board hereby authorizes and directs that the Authorized Officer act on behalf of the Authority to determine all final terms and conditions of the Series 2016 Bonds, the aggregate principal amount of Series 2016 Bonds to be issued, the prices at which the Series 2016 Bonds will be sold, any different or additional designation or title of each series of the Series 2016 Bonds, the principal amounts and maturity dates therefor, the per annum interest rates for the Series 2016 Bonds, the redemption provisions and dates for the Series 2016 Bonds, the final forms of the Series 2016 Bonds, the selection of the Series 2011 Subordinate Lien Bonds to be refunded (the “Refunded Bonds”), and such other terms and provisions that shall be applicable to the Series 2016 Bonds, to designate an escrow agent in connection with the Refunded Bonds, to approve the form and substance of an escrow agreement in connection with the Refunded Bonds, to approve the form and substance of one or more contracts of purchase providing for the sale of the Series 2016 Bonds, to authorize and approve the forms of a preliminary official statement and a final official statement and to make such findings and determinations as are otherwise authorized herein or as may be required by the Seventeenth Supplement to carry out the purposes of this Resolution and to execute an award certificate (an “Award Certificate”) setting forth such determinations, such other matters as authorized herein, and authorizing and approving all other matters relating to the issuance, sale and delivery of the Series 2016 Bonds and the refunding of the Refunded Bonds; provided, that the following conditions can be satisfied:

- (i) the aggregate principal amount of the Series 2016 Bonds to be issued shall not exceed \$90,000,000;
- (ii) the Series 2016 Bonds shall not bear interest at a rate greater than the maximum rate allowed by Chapter 1204, Texas Government Code, as amended; and
- (iii) the refunding of the Refunded Bonds shall result in a net present value savings of not less than 6.5% of the principal amount of the Refunded Bonds;

all based on bond market conditions and available rates for the Series 2016 Bonds on the date of sale of the Series 2016 Bonds.

The Series 2016 Bonds may be issued as one or more series as specified in the Award Certificate.

3.3 Limitation on Delegation of Authority. The authority granted to the Authorized Officer under this Resolution shall expire at 5:00 p.m. Central Time on May 30, 2017, unless otherwise extended by the Board by separate official action of the Board. Any Series 2016 Bonds, with respect to which an Award Certificate is executed prior to 5:00 p.m. Central Time on May 30, 2017, may be delivered to the initial purchaser(s) thereof after such date.



#### 4. APPROVAL OF SALE OF SERIES 2016 BONDS

4.1 Approval of Sale of Series 2016 Bonds. The sale of one or more series of Series 2016 Bonds to J.P. Morgan Securities LLC (the “Representative”), acting on behalf of itself and such other entities as may be named in the contract of purchase described herein (collectively, the “Underwriters”), in the aggregate principal amounts and at the prices set forth in such contract of purchase, as determined by the Authorized Officer on the date of sale of the Series 2016 Bonds, is hereby authorized and approved. The Authorized Officer is hereby authorized and directed to execute and deliver on behalf of the Authority a contract of purchase providing for the sale of the Series 2016 Bonds to the Underwriters in such form as determined by the Authorized Officer (the “Contract of Purchase”), to be dated as of the date of its execution and delivery, by and among the Authority and the Underwriters. The Authorized Officer is hereby authorized and directed to approve the final terms and provisions of the Contract of Purchase and to approve and to execute and deliver the Contract of Purchase on behalf of the Authority, such approval to be conclusively evidenced by the execution thereof.

4.2 Sale on Best Terms Available. The Series 2016 Bonds shall be sold to the Underwriters at the prices, bearing interest at the rates and having such other terms and provisions, that, based on then current market conditions, result in the best terms reasonably available and advantageous to the Authority, as is determined by the Authorized Officer on the date of sale of the Series 2016 Bonds. The Authorized Officer is hereby authorized and directed to make such findings in the Award Certificate regarding the terms of the sale of the Series 2016 Bonds and the benefit of such sale of the Series 2016 Bonds to the Authority.

#### 5. APPROVAL OF ESCROW AGREEMENT; NOTICES OF REDEMPTION

5.1 Approval of Escrow Agreement. To provide for the security and investment of a portion of the proceeds of the Series 2016 Bonds until such time as such proceeds are to be paid to the registered owners of the Refunded Bonds, the Authorized Officer is hereby authorized and directed to execute and deliver an Escrow Agreement in the name and on behalf of the Authority, in such form and substance as the Authorized Officer may approve, such approval to be conclusively evidenced by such Authorized Officer’s execution thereof (the “Escrow Agreement”), between the Authority and the escrow agent designated by the Authorized Officer and named therein (the “Escrow Agent”), and dated as of the date set forth in an Award Certificate.

5.2 Purchase of Defeasance Securities. The Authorized Officer is hereby authorized to subscribe for, agree to purchase, and purchase defeasance securities, in such amounts and maturities and bearing interest at such rates as may be provided for in the Escrow Agreement, and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved.

5.3 Notice of Redemption to Owners of Refunded Bonds. The Board hereby authorizes and calls for redemption the Refunded Bonds on the dates and at the prices determined by the Authorized Officer and set forth in the Award Certificate. The Authorized Officer shall cause notice of redemption to be given to the registered owners of such Refunded

Bonds in accordance with the Master Indenture and the respective supplemental trust indenture pursuant to which such series of Refunded Bonds were issued.

## 6. APPROVAL OF OFFICIAL STATEMENT

6.1 Approval of Official Statement. The Authorized Officer is hereby authorized and directed to authorize and approve the form and substance of the Preliminary Official Statement prepared in connection with the public offering of the Series 2016 Bonds, together with any addenda, supplement or amendment thereto (the “Preliminary Official Statement”), and the preparation, use and distribution of the Preliminary Official Statement in the marketing of the Series 2016 Bonds. The Authorized Officer is authorized to “deem final” the Preliminary Official Statement as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The Authorized Officer is hereby further authorized and directed to use and distribute or authorize the use and distribution of, a final official statement and any addenda, supplement or amendment thereto (the “Official Statement”). The use thereof by the Underwriters in the public offering and sale of the Series 2016 Bonds is hereby authorized and approved. The Chairman of the Board is hereby authorized and directed to execute and the Authorized Officer to deliver the Official Statement to the Underwriters in number and in accordance with the terms of the Contract of Purchase. The Secretary of the Board is hereby authorized and directed to include and maintain copies of the Preliminary Official Statement and the Official Statement in the permanent records of the Authority.

## 7. USE AND APPLICATION OF PROCEEDS; LETTERS OF INSTRUCTION; POWER TO REVISE DOCUMENTS

7.1 Use and Application of Proceeds; Letters of Instruction. The proceeds from the sale of the Series 2016 Bonds shall be used for the purposes set forth in and in accordance with the terms and provisions of the Seventeenth Supplement and the Award Certificate. The deposit and application of the proceeds from the sale of the Series 2016 Bonds shall be set forth in Letters of Instruction of the Authority executed by the Authorized Officer.

7.2 Execution and Delivery of Other Documents. The Authorized Officer is hereby authorized and directed to execute and deliver such other documents and agreements, including amendments, modifications, supplements or consents to existing agreements (including any agreements with the Texas Department of Transportation and the United States Department of Transportation), assignments, certificates, instruments, releases, financing statements, written requests, filings with the Internal Revenue Service and letters of instruction, whether or not mentioned herein, as may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution and to comply with the requirements of the Indenture, the Seventeenth Supplement, the Award Certificate, the Escrow Agreement and the Contract of Purchase.

7.3 Power to Revise Form of Documents. Notwithstanding any other provision of this Resolution, the Authorized Officer is hereby authorized to make or approve such nonsubstantive revisions in the form of the documents presented at this meeting and any other document, certificate or agreement pertaining to the issuance and delivery of the Series 2016

Bonds in accordance with the terms of the Master Indenture, the Seventeenth Supplement, as, in the judgment of such person, may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution, such approval to be evidenced by the execution thereof.

## 8. APPROVAL AND RATIFICATION OF CERTAIN ACTIONS

8.1 Approval of Submission to the Attorney General of Texas. The Authority's Bond Counsel is hereby authorized and directed to submit to the Attorney General of the State of Texas, for his approval, transcripts of the legal proceedings relating to the issuance, sale and delivery of the Series 2016 Bonds as required by law, and to the Comptroller of Public Accounts of the State of Texas (the "Comptroller") for registration. In connection with the submission of the record of proceedings for the Series 2016 Bonds to the Attorney General of the State of Texas for examination and approval of such Series 2016 Bonds, the Authorized Officer is hereby authorized and directed to issue one or more checks of the Authority payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code. The Initial Series 2016 Bonds shall be delivered to the Trustee for delivery to the Representative or its designee against payment therefor and upon satisfaction of the requirements of the Master Indenture, the Seventeenth Supplement and the Contract of Purchase. Upon satisfaction of such requirements, the Trustee shall cancel the Initial Series of 2016 Bonds and authenticate and deliver for the account of the Underwriters definitive Series 2016 Bonds, registered in the name of Cede & Co., as nominee of The Depository Trust Company.

8.2 Certification of the Minutes and Records. The Secretary and any Assistant Secretary of the Board are each hereby severally authorized to certify and authenticate minutes and other records on behalf of the Authority for the issuance of the Series 2016 Bonds and for all other Authority activities.

8.3 Ratifying Other Actions. All other actions taken or to be taken by the Executive Director, the Chief Financial Officer, the Authorized Officer and the Authority's staff in connection with the issuance of the Series 2016 Bonds are hereby approved, ratified and confirmed.

8.4 Authority to Invest Funds. The Executive Director and the Chief Financial Officer are each hereby severally authorized to undertake all appropriate actions and to execute such documents, agreements or instruments as they deem necessary or desirable under the Master Indenture, the Seventeenth Supplement and the Escrow Agreement with respect to the investment of proceeds of the Series 2016 Bonds and other funds of the Authority.

8.5 Federal Tax Considerations. In addition to any other authority provided under this Resolution, the Authorized Officer is hereby further expressly authorized, acting for and on behalf of the Authority, to determine and designate in the Award Certificate for the Series 2016 Bonds whether such bonds will be issued as taxable bonds or tax-exempt bonds for federal income tax purposes and to make all appropriate elections under the Internal Revenue Code of 1986, as amended. The Authorized Officer is hereby further expressly authorized and empowered from time to time and at any time to perform all such acts and things deemed necessary or desirable and to execute and deliver any agreements, certificates, documents or

other instruments, whether or not herein mentioned, to carry out the terms and provisions of this section, including but not limited to, the preparation and making of any filings with the Internal Revenue Service.

9. GENERAL PROVISIONS

9.1 Changes to Resolution. The Executive Director, the Chief Financial Officer and the Authorized Officer, and any of them, singly and individually, are hereby authorized to make such changes to the text of this Resolution as may be necessary or desirable to carry out the purposes hereof or to comply with the requirements of the Attorney General of the State of Texas in connection with the issuance of the Series 2016 Bonds herein authorized.

9.2 Effective Date. This Resolution shall be in full force and effect from and upon its adoption.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 15th day of June, 2016.

Submitted and reviewed by:

Approved:

---

Geoffrey Petrov, General Counsel

---

Ray A. Wilkerson  
Chairman, Board of Directors

---

SEVENTEENTH SUPPLEMENTAL TRUST INDENTURE

BETWEEN

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

AND

REGIONS BANK, TRUSTEE

AUTHORIZING

SUBORDINATE LIEN REVENUE REFUNDING BONDS,  
SERIES 2016

Dated as of \_\_\_\_\_, 2016

**TABLE OF CONTENTS**

Page

**ARTICLE I**

**DEFINITIONS AND STATUTORY AUTHORITY**

Section 1.1. Supplemental Indenture .....3  
Section 1.2. Definitions.....3  
Section 1.3. Authority for This Supplemental Indenture .....6  
Section 1.4. Rules of Construction.....6  
Section 1.5. Interpretation .....7  
Section 1.6. Indenture to Remain in Force.....7  
Section 1.7. Successors and Assigns.....7  
Section 1.8. Separability Clause.....7  
Section 1.9. Benefits of Supplemental Indenture.....7  
Section 1.10. Governing Law.....7  
Section 1.11. Miscellaneous.....7

**ARTICLE II**

**AUTHORIZATION AND TERMS OF 2016 BONDS**

Section 2.1. Authorization, Principal Amount, Designation of Series, Terms and Provisions to Apply.....7  
Section 2.2. Purposes .....8  
Section 2.3. Pledge; Limited Obligations .....8  
Section 2.4. Date, Denomination, Numbers, and Letters.....9  
Section 2.5. Interest Payment Dates, Interest Rates and Maturity Dates of the 2016 Bonds.....9  
Section 2.6. Paying Agent; Method and Place of Payment.....9  
Section 2.7. Securities Depository; Book-Entry System .....10  
Section 2.8. Redemption Prices and Terms .....11  
Section 2.9. Notice of Redemption .....11

**ARTICLE III**

**ACCOUNTS; APPLICATION OF PROCEEDS**

Section 3.1. Debt Service Account 2016 Subordinate Lien.....12  
Section 3.2. Debt Service Reserve Account 2016 Subordinate Lien .....12  
Section 3.3. Bond Proceeds Clearance Fund; Costs of Issuance Fund; Initial Deposits .....12

**ARTICLE IV**

**FORM OF BONDS**

Section 4.1. Form of 2016 Bonds.....13  
Section 4.2. Initial 2016 Bond.....13  
Section 4.3. Additional Provisions Regarding 2016 Bonds .....13

ARTICLE V

ADDITIONAL COVENANTS OF THE AUTHORITY

Section 5.1. Adjustment to Rate Covenant .....14  
Section 5.2. Additional Bonds Test.....14  
Section 5.3. Swap Payments .....15  
Section 5.4. Confirmation of Funds and Accounts .....15  
Section 5.5. Purpose.....15

ARTICLE VI

TAX MATTERS; REBATE

Section 6.1. Federal Income Tax Exclusion.....15  
Section 6.2. 2016 Subordinate Lien Rebate Account .....18

ARTICLE VII

CONTINUING DISCLOSURE

Section 7.1. Definitions.....20  
Section 7.2. Annual Reports.....20  
Section 7.3. Event Notices .....20  
Section 7.4. Limitations, Disclaimers and Amendments .....22

ARTICLE VIII

OTHER MATTERS

Section 8.1. Execution in Several Counterparts.....23

Annex A – Continuing Disclosure



## SEVENTEENTH SUPPLEMENTAL TRUST INDENTURE

THIS SEVENTEENTH SUPPLEMENTAL TRUST INDENTURE, dated as of \_\_\_\_\_, 2016 (this “Supplemental Indenture” or “Seventeenth Supplemental Indenture”), is made by and between the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (together with any successor to its rights, duties, and obligations hereunder, the “Authority”), a body politic and corporate and a political subdivision of the State of Texas (the “State”) duly created, organized and existing under the laws of the State, and REGIONS BANK, an Alabama state banking corporation, as successor in trust to JPMorgan Chase Bank, National Association, as trustee (together with any successor trustee hereunder, the “Trustee”). Capitalized terms used herein and not otherwise defined shall have the meanings provided in Section 1.2 of this Supplemental Indenture.

### RECITALS

WHEREAS, the Authority has been created and organized pursuant to and in accordance with the provisions of Chapter 361, Texas Transportation Code, and operates pursuant to the Constitution and laws of the State, including, particularly, Chapter 370, Texas Transportation Code, as amended (the “Act”), for the purposes of constructing, maintaining and operating transportation projects in Travis and Williamson Counties, Texas; and

WHEREAS, pursuant to the Act, the Authority is authorized to: (i) study, evaluate, design, finance, acquire, construct, maintain, repair and operate transportation projects (as defined in the Act), individually or as a system (as defined in the Act); and (ii) issue bonds, certificates, notes or other obligations payable from the revenues of a transportation project or system, including tolls, fees, fares or other charges, to pay all or part of the cost of a transportation project and to refund any bonds previously issued for a transportation project; and (iii) impose tolls, fees, fares or other charges for the use of each of its transportation projects and the different parts or sections of each of its transportation projects; and

WHEREAS, pursuant to the Act and other applicable laws, the Authority is authorized to issue revenue bonds, notes, certificates or other obligations as hereinafter provided, and to enter into this Supplemental Indenture; and

WHEREAS, the Authority and the Trustee have executed and delivered the Master Indenture, providing for the issuance from time to time by the Authority of one or more series of its revenue obligations (collectively, the “Obligations”); and

WHEREAS, Section 1002 of the Master Indenture authorizes the Authority and the Trustee to execute and deliver a supplemental indenture, authorizing Obligations of a Series, to include any other matters and things relative to such Obligations which are not inconsistent with or contrary to the Master Indenture, to add to the covenants of the Authority, and to pledge other moneys, securities or funds as part of the Trust Estate; and

WHEREAS, pursuant to the authority granted in Chapter 1207, Texas Government Code, as amended, Chapter 1371, Texas Government Code, as amended, and the Act, the Authority has determined to authorize the issuance of its Subordinate Lien Revenue Refunding Bonds, Series 2016 (the “2016 Bonds”), pursuant to the Master Indenture and this Supplemental Indenture for

the purpose of providing funds (i) to refund the Refunded Obligations described in the Award Certificate, and (ii) for the other purposes described herein; and

WHEREAS, the Authority is authorizing the refunding of the Refunded Obligations described in the Award Certificate for the purpose of realizing debt service savings through such refunding; and

WHEREAS, the Board hereby finds and determines that the issuance of the 2016 Bonds is in the best interests of the Authority; and

WHEREAS, pursuant to the Bond Resolution, the Authority has authorized the Authorized Officer to make such findings and determinations as may be required in connection with the issuance of the 2016 Bonds and the refunding of the Refunded Obligations and to set forth such findings and determinations in the Award Certificate; and

WHEREAS, the 2016 Bonds shall be “Current Interest Bonds,” “Long-Term Obligations,” “Refunding Obligations” and “Subordinate Lien Obligations” as such terms are defined in the Master Indenture; and

WHEREAS, the execution and delivery of this Supplemental Indenture and the issuance of the 2016 Bonds have been in all respects duly and validly authorized by the Bond Resolution; and

WHEREAS, the Trustee has accepted the trusts created by the Master Indenture and this Supplemental Indenture and in evidence thereof has joined in the execution and delivery hereof; and

WHEREAS, except as provided herein, all acts and conditions and things required by the laws of the State to happen, exist and be performed precedent to execution and delivery of this Supplemental Indenture have happened, exist and have been performed as so required in order to make the Indenture, as supplemented by this Supplemental Indenture, a valid, binding and legal instrument for the security of the 2016 Bonds and a valid and binding agreement in accordance with its terms;

NOW, THEREFORE, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the 2016 Bonds by the holders thereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the further purpose of fixing and declaring the terms and conditions upon which the 2016 Bonds are to be issued, authenticated, delivered and accepted by the holders thereof, the Authority and the Trustee do hereby mutually covenant and agree, for the equal and proportionate benefit of the respective Holders from time to time of the Obligations, including the 2016 Bonds, as follows:

## ARTICLE I

### DEFINITIONS AND STATUTORY AUTHORITY

Section 1.1. Supplemental Indenture. This Supplemental Indenture is supplemental to the Master Indenture and is adopted in accordance with Article III and Article X thereof.

Section 1.2. Definitions.

Unless the context shall require otherwise, all defined terms contained in the Master Indenture shall have the same meanings in this Supplemental Indenture as such defined terms are given in Section 101 of the Master Indenture.

As used in this Supplemental Indenture, unless the context shall otherwise require, the following terms shall have the following respective meanings:

“2016 Bonds” shall mean the Subordinate Lien Revenue Refunding Bonds, Series 2016 authorized pursuant to this Supplemental Indenture and designated as such in the Award Certificate.

“2016 SUB LIEN DSR Requirement” or “DSR Requirement” shall mean the “2016 Bonds Debt Service Reserve Requirement” which shall be an amount equal to the least of (i) the maximum Annual Debt Service on the 2016 Bonds, (ii) 1.25 times the Average Annual Debt Service on the 2016 Bonds, or (iii) ten percent (10%) of the stated principal amount of the 2016 Bonds determined as of the Issuance Date thereof.

“2016 Subordinate Lien Rebate Account” shall mean the account by that name established pursuant to Section 6.2 hereof and such subaccounts as may be established therein pursuant to a Letter of Instructions signed by an Authorized Officer.

“Arbitrage Analyst” shall mean any nationally recognized firm of certified public accountants or any other nationally recognized firm or Person approved by the Authority and expert in the area of verification of arbitrage calculations related to tax-exempt bonds.

“Authorized Denomination” shall mean, with respect to the 2016 Bonds, \$5,000 in principal amount or any integral multiple thereof.

“Authorized Officer” shall mean the Chairman of the Board of Directors of the Authority, the Executive Director of the Authority and the Chief Financial Officer of the Authority, severally and each of them, as provided in the Bond Resolution.

“Award Certificate” shall mean the Award Certificate executed and delivered by an Authorized Officer pursuant to Section 2.1 hereof in connection with initial issuance and delivery of the 2016 Bonds authorized to be issued hereunder.

“Bond Form” shall mean the substantially final form of the 2016 Bond attached to the Award Certificate, with such changes and modifications as shall be appropriate to conform to the terms of the Award Certificate.

“Bond Proceeds Clearance Fund SUB LIEN 2016” shall mean the “Bond Proceeds Clearance Fund Subordinate Lien 2016” established pursuant to Section 3.3(a) hereof, and any Accounts established therein pursuant to a Letter of Instructions signed by an Authorized Officer.

“Bond Resolution” shall mean Resolution No. 16-\_\_\_\_, adopted by the Board of Directors of the Authority on June 15, 2016.

“Bond Year” shall mean each one-year period that ends at the close of business on the day that is each anniversary of the Issuance Date and on the date of final maturity of the 2016 Bonds. The last Bond Year may be a short period.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

“COI 2016 Fund SUB LIEN” shall mean the “2016 Costs of Issuance Fund Subordinate Lien” established pursuant to Section 3.3(b) hereof.

“Computation Date” shall mean each Installment Computation Date and the Final Computation Date.

“Debt Service Account 2016 SUB LIEN” shall mean the “Debt Service Account 2016 Subordinate Lien” established as part of the Subordinate Lien Debt Service Fund pursuant to Section 3.1 hereof.

“Debt Service Reserve Account 2016 SUB LIEN” shall mean the “Debt Service Reserve Account 2016 Subordinate Lien” established as part of the Subordinate Lien Debt Service Reserve Fund pursuant to Section 3.2 hereof.

“Depository Participant” shall mean a broker, dealer, bank, other financial institution or any other Person for whom from time to time a Securities Depository effects book-entry transfers and pledges of securities deposited with such Securities Depository.

“Designated Payment/Transfer Office” shall mean, initially, the office of the Trustee located in Houston, Texas, or such other office designated by the Trustee from time to time as the place of payment and transfer of registration of ownership of the 2016 Bonds.

“DTC” shall mean The Depository Trust Company, its successors and assigns.

“Final Computation Date” shall mean the date on which the last bond of the 2016 Bonds is discharged.

“Indenture” shall mean the Master Indenture, as amended or supplemented (i) by each Supplemental Indenture (as defined in the Master Indenture) heretofore executed and delivered by the Authority and the Trustee in accordance with the terms of the Master Indenture, prior to

the date of this Seventeenth Supplemental Indenture; (ii) by this Seventeenth Supplemental Indenture; and (iii) hereafter from time to time in accordance with the terms of the Master Indenture.

“Initial 2016 Bond” shall mean the Initial 2016 Bond as described in Section 2.4 hereof.

“Installment Computation Date” shall mean the last day of the fifth Bond Year and each succeeding fifth Bond Year.

“Interest Payment Date” shall mean, with respect to the 2016 Bonds, each July 1 and January 1, commencing on the date specified in the Award Certificate.

“Issuance Date” shall mean the date of initial issuance and delivery of the 2016 Bonds to the Underwriters, or the representative thereof, against payment therefor.

“Letter of Representations” shall mean that certain Blanket Issuer Letter of Representations between the Authority and DTC, as the Securities Depository.

“Master Indenture” shall mean the Master Trust Indenture, dated as of February 1, 2005, between the Authority and the Trustee, without regard to supplements and amendments thereto.

“Official Statement” shall mean the Authority’s final official statement prepared in connection with the public offering and sale of the 2016 Bonds, together with any addenda, supplements and amendments thereto.

“Purchase Agreement” shall mean, collectively, one or more Bond Purchase Agreements between the Authority and the Underwriters providing for the purchase of the 2016 Bonds by the respective Underwriters.

“Rebate Amount” shall mean that amount, as of each respective Computation Date, described in section 1.148-3(b) of the Regulations and generally means the excess, as of any date, of the future value of all receipts on nonpurpose investments over the future value of all payments on nonpurpose investments all as determined in accordance with section 1.148-3 of the Regulations.

“Record Date” shall mean, with respect to the 2016 Bonds, the fifteenth (15<sup>th</sup>) calendar day of the month preceding each Interest Payment Date.

“Refunded Obligations” shall mean the Authority’s presently outstanding Obligations identified in the Award Certificate as being refunded with a portion of the proceeds of the 2016 Bonds.

“Regulations” shall mean the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Securities Depository” shall mean The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, and any successor Securities Depository appointed pursuant to Section 913 of the Master Indenture and Section 2.7 of this Supplemental Indenture.

“Special Payment Date” shall mean the date that is fifteen (15) days after the Special Record Date.

“Special Record Date” shall mean the new record date for interest payment established in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter.

“Stated Maturity” shall mean the date on which a 2016 Bond is scheduled to mature, as set forth in the Award Certificate.

“Supplemental Indenture” or “Seventeenth Supplemental Indenture” shall mean this Seventeenth Supplemental Trust Indenture by and between the Authority and the Trustee, dated as of the date first above written, together with any amendments hereto.

“Treasury” shall mean the United States Department of the Treasury, or any successor department or agency to the obligations thereof.

“Twelfth Supplemental Indenture” shall mean the Twelfth Supplemental Trust Indenture, dated as of November 1, 2015, between the Authority and the Trustee.

“Underwriters” shall mean the underwriters named in the Purchase Agreement.

Section 1.3. Authority for This Supplemental Indenture. This Supplemental Indenture is adopted pursuant to the provisions of the Act and the Master Indenture, particularly Section 1002(a) of the Master Indenture.

Section 1.4. Rules of Construction.

(a) For all purposes of this Supplemental Indenture unless the context requires otherwise, all references to designated Articles, Sections and other subdivisions are to the articles, sections and other subdivisions of this Supplemental Indenture.

(b) Except where the context otherwise requires, terms defined in this Supplemental Indenture to impart the singular number shall be considered to include the plural number and vice versa.

(c) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa.

(d) This Supplemental Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Supplemental Indenture and the Master Indenture which it supplements.

Section 1.5. Interpretation. The Table of Contents, titles and headings of the Articles and Sections of this Supplemental Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms or provisions hereof.

Section 1.6. Indenture to Remain in Force. Except as amended by this Supplemental Indenture, the Indenture shall remain in full force and effect as to the matters covered therein.

Section 1.7. Successors and Assigns. All covenants and agreements in this Supplemental Indenture by the Authority and the Trustee shall bind their respective successors and assigns, whether so expressed or not.

Section 1.8. Separability Clause. In case any provision in this Supplemental Indenture shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 1.9. Benefits of Supplemental Indenture. Subject to the terms of the Master Indenture and the terms hereof, nothing in this Supplemental Indenture or in the 2016 Bonds, express or implied, shall give to any Person, other than the parties hereto, their successors hereunder, and the Holders of 2016 Bonds, any benefit or any legal or equitable right, remedy or claim under this Supplemental Indenture.

Section 1.10. Governing Law. This Supplemental Indenture shall be construed in accordance with and governed by the laws of the State.

Section 1.11. Miscellaneous. Every “request,” “order,” “demand,” “application,” “notice,” “statement,” “certificate,” “consent,” “instruction,” or similar action hereunder shall, unless the form thereof is specifically provided herein, be in writing, and in the case of the Authority signed by an Authorized Representative or Authorized Officer of the Authority or in the case of any other Person signed by its President or Vice President, or other officer serving in similar capacities specifically authorized to execute such writing on behalf of any other Person, as the case may be.

## ARTICLE II

### AUTHORIZATION AND TERMS OF 2016 BONDS

Section 2.1. Authorization, Principal Amount, Designation of Series, Terms and Provisions to Apply.

(a) In accordance with and subject to the terms, conditions and limitations established in the Indenture and this Supplemental Indenture, the 2016 Bonds are hereby authorized to be issued pursuant to and in accordance with the provisions of the Bond Resolution, the Master Indenture, Chapter 1207, Texas Government Code, as amended, Chapter 1371, Texas Government Code, as amended, and the Act. The Authorized Officer shall determine the aggregate principal amount of the 2016 Bonds to be issued and the amount of 2016 Bonds to be issued for each of the purposes identified in Section 2.2 of this Supplemental Indenture and shall make such findings as required by law, as authorized by the Bond Resolution or as otherwise

deemed appropriate by the Authorized Officer, all of which shall be set forth in the Award Certificate. The terms of the 2016 Bonds shall be as set forth in the Master Indenture, this Supplemental Indenture and the Award Certificate. All terms and provisions of the Award Certificate relating to the 2016 Bonds shall be deemed to be incorporated into and shall become a part of this Seventeenth Supplemental Indenture.

(b) The Authorized Officer shall determine and shall set forth in the Award Certificate the aggregate principal amount of 2016 Bonds to be issued, the series designation thereof, the maturity dates, the per annum interest rates, the redemption provisions and any other terms and provisions determined by the Authorized Officer as necessary or desirable with respect to the terms of the 2016 Bonds.

Section 2.2. Purposes. The 2016 Bonds are issued in accordance with Section 302(b) of the Master Indenture for the purpose of providing funds to (i) refund the Refunded Obligations; (ii) make a deposit to the Debt Service Reserve Account 2016 SUB LIEN; and (iii) pay certain costs of issuance for the 2016 Bonds, all under and in accordance with the Constitution and the laws of the State.

Section 2.3. Pledge; Limited Obligations.

(a) The 2016 Bonds are designated as Current Interest Bonds, as Long-Term Obligations, as Refunding Obligations and as Subordinate Lien Obligations under the Master Indenture.

(b) The 2016 Bonds shall be limited obligations of the Authority constituting Subordinate Lien Obligations payable from and secured solely by a lien on, pledge of and security interest in the Trust Estate, which lien and pledge are junior and subordinate to the Senior Lien Obligations and the Junior Lien Obligations; provided, that the pledge of certain funds and accounts to the 2016 Bonds shall be as provided in this Supplemental Indenture. The 2016 Bonds, as Subordinate Lien Obligations, shall constitute a valid claim of the Holder thereof against the Trust Estate, which is pledged to secure the payment of the principal of, redemption premium, if any, and interest on the 2016 Bonds. The 2016 Bonds shall not constitute a general obligation of the Authority and under no circumstances shall the 2016 Bonds be payable from, nor shall the Holder thereof have any rightful claim to, any income, revenues, funds or assets of the Authority other than those pledged hereunder and under the Master Indenture as security for the payment of the Subordinate Lien Obligations.

(c) Any and all amounts deposited to the Debt Service Reserve Account 2016 SUB LIEN are pledged to the payment of the 2016 Bonds. Under no circumstances shall any Obligations issued pursuant to Section 706(c) of the Master Indenture, any previously issued Subordinate Lien Obligations, or any other Subordinate Lien Obligations issued hereafter be payable from or secured by amounts on deposit in the Debt Service Reserve Account 2016 SUB LIEN unless otherwise expressly provided by the Authority in a Supplemental Indenture with the consent of the Holders of 100% of the aggregate principal amount of the 2016 Bonds.

NONE OF THE STATE OF TEXAS OR ANY OTHER AGENCY OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS OTHER THAN THE AUTHORITY IS



OBLIGATED TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE 2016 BONDS. THE 2016 BONDS ARE PAYABLE SOLELY FROM THE TRUST ESTATE AND CERTAIN FUNDS CREATED UNDER THE INDENTURE, WHICH LIEN AND PLEDGE ARE JUNIOR AND SUBORDINATE TO THE SENIOR LIEN OBLIGATIONS AND THE JUNIOR LIEN OBLIGATIONS. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE 2016 BONDS. THE AUTHORITY HAS NO TAXING POWER.

NO RECOURSE UNDER THE 2016 BONDS SHALL BE HAD AGAINST ANY PAST, PRESENT OR FUTURE OFFICER OF THE AUTHORITY. THE 2016 BONDS SHALL NEVER BE PAID IN WHOLE OR IN PART OUT OF ANY FUNDS RAISED OR TO BE RAISED BY TAXATION OR OUT OF ANY OTHER REVENUES OF THE AUTHORITY, EXCEPT THOSE REVENUES ASSIGNED BY THE INDENTURE.

Section 2.4. Date, Denomination, Numbers, and Letters.

- (a) The 2016 Bonds shall be dated as provided in the Award Certificate.
- (b) The 2016 Bonds shall be issued in Authorized Denominations.
- (c) Unless the Authority shall direct otherwise, the 2016 Bonds shall be lettered and numbered separately from A-1 upward. The initial 2016 Bond registered by the Comptroller of Public Accounts of the State of Texas (the "Initial 2016 Bond") shall be lettered and numbered AT-1.

Section 2.5. Interest Payment Dates, Interest Rates and Maturity Dates of the 2016 Bonds.

- (a) The 2016 Bonds shall bear interest from the later of the Issuance Date or the most recent Interest Payment Date to which interest has been paid or provided for until the principal of such 2016 Bonds has been paid or provided for either at Stated Maturity or the prior redemption thereof. Interest on the 2016 Bonds shall be calculated on the basis of a 360-day year composed of twelve 30-day months and shall be payable on each Interest Payment Date.
- (b) The 2016 Bonds shall mature on January 1 in the years, in the respective principal amounts and shall bear interest at the per annum rates set forth in the Award Certificate.

Section 2.6. Paying Agent; Method and Place of Payment.

- (a) The Trustee is hereby appointed as Paying Agent for the 2016 Bonds.
- (b) The principal of the 2016 Bonds shall be payable on the due date thereof (whether at Stated Maturity or, if applicable, prior redemption date) upon the presentation and surrender thereof at the Designated Payment/Transfer Office.

(c) Interest payable on each 2016 Bond shall be paid by check dated as of the Interest Payment Date and mailed by the Trustee to the Holder in whose name such 2016 Bond is registered at the close of business on the Record Date, by mail, first class postage prepaid, to the address of the Holder as it appears in the registration books kept by the Trustee, or such other customary banking arrangements acceptable to the Trustee and the Person to whom interest is to be paid; provided, however, that such Person shall bear all risk and expenses of such other customary banking arrangements. In the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (defined in Section 1.2 hereof as a “Special Record Date”) will be established by the Trustee, if and when funds for the payment of such interest have been received from the Authority. Notice of the Special Record Date and of the scheduled payment date of the past due interest (defined in Section 1.2 hereof as the “Special Payment Date,” which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Holder of a 2016 Bond appearing on the books of the Trustee at the close business on the last Business Day preceding the date of mailing of such notice.

#### Section 2.7. Securities Depository; Book-Entry System.

(a) Pursuant to Section 913 of the Master Indenture, the Authority hereby appoints The Depository Trust Company (“DTC”) as Securities Depository for the 2016 Bonds. In accordance with the Letter of Representations, the Authority shall cause the 2016 Bonds to be registered in the name of Cede & Co., as nominee for DTC, and to be delivered by the Underwriters to DTC on the Issuance Date.

(b) With respect to 2016 Bonds registered in the registration books maintained by the Trustee in the name of Cede & Co., or a nominee of any successor Securities Depository, pursuant to Section 913 of the Master Indenture, the Authority and the Trustee shall have no responsibility or obligation to any Depository Participant or to any Person on behalf of whom such Depository Participant holds an interest in 2016 Bonds. The Authority and the Trustee may treat and consider the Holder of any 2016 Bond as the absolute owner of such 2016 Bond for the purpose of payment of the principal of, premium, if any, and interest on such 2016 Bond, for the purpose of giving notices of redemption and other matters with respect to such 2016 Bond, for the purpose of registering transfers and exchanges with respect to such 2016 Bond, and for all other purposes whatsoever. The Trustee shall pay all the principal of, premium, if any, and interest on the 2016 Bonds only to or upon the order of the respective Holders of the 2016 Bonds and all such payments shall be valid and effective with respect to such payments to the extent of the sum or sums so paid. The Authority and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, any successor Securities Depository or any Depository Participant with respect to any ownership interest in 2016 Bonds, (ii) the delivery to any Depository Participant or any other Person, other than a Holder of a 2016 Bond as shown in the registration books for Obligations required to be kept and maintained pursuant to the Master Indenture, of any notice with respect to the 2016 Bonds, including any notice of redemption, or (iii) the payment to any Depository Participant or any other Person, other than a Holder of a 2016 Bond, of any amount with respect to any 2016 Bond. The rights of Depository Participants and Persons on behalf of whom any Depository Participant holds a beneficial interest in 2016 Bonds shall be limited to those established by law and agreements

between such Depository Participants and other Persons and the applicable Securities Depository.

(c) In the event that either (i) the Securities Depository that is, directly or through a nominee, the Holder of all of the Outstanding 2016 Bonds notifies the Trustee and the Authority that it is no longer willing or able to discharge its responsibilities as a Securities Depository or (ii) the Authority determines that continuance of the existing book-entry system for ownership of interests in the 2016 Bonds is not in the best interest of such owners of beneficial interests in the 2016 Bonds, then the Authority shall direct the Securities Depository to terminate the existing book-entry system for ownership of interests in the 2016 Bonds. Upon such termination, the Authority shall promptly select a substitute Securities Depository (and shall notify the Trustee in writing of such selection) to provide a system of book-entry ownership of beneficial interests in the 2016 Bonds, if one is available satisfactory to the Authority, and the ownership of all 2016 Bonds shall be transferred on the registration books for the 2016 Bonds to such successor Securities Depository, or its nominee. In the alternative, the Authority may direct the Trustee to, and if the Authority fails to promptly designate a successor Securities Depository the Trustee, without further direction, shall, notify the Depository Participants, through the Securities Depository for the 2016 Bonds, of the availability of 2016 Bonds registered in the names of such Persons as are owners of beneficial interests in the 2016 Bonds and, upon surrender to the Trustee of the Outstanding 2016 Bonds held by the Securities Depository, accompanied by registration instructions from the Securities Depository, the Trustee shall, at the expense of the transferees, cause to be printed and authenticated 2016 Bonds, in Authorized Denominations, to the owners of beneficial interests in the 2016 Bonds as of the date of the termination of the existing book-entry ownership system for the 2016 Bonds. Neither the Authority nor the Trustee shall be liable for any delay in delivery of such instructions and may conclusively rely on, and shall be protected in relying upon, such instructions. So long as the Authority has designated a Securities Depository to provide a system of book-entry ownership of the 2016 Bonds, all of the 2016 Bonds must be held under such book-entry system.

(d) Notwithstanding any other provisions in Article II hereof, the Authority and the Trustee may, but shall not be required to, enter into separate agreements with one or more Securities Depositories which may provide for alternative or additional provisions with respect to the delivery of notices, payment of interest and/or principal, or any other matters.

Section 2.8. Redemption Prices and Terms. The 2016 Bonds shall be subject to redemption prior to Stated Maturity only as provided in the Award Certificate for the 2016 Bonds and in this Supplemental Indenture.

Section 2.9. Notice of Redemption.

(a) Unless otherwise specified herein or in the Award Certificate, the terms and provisions of Article IV of the Master Indenture relating to the selection of Obligations for redemption and the giving of notice therefor shall apply to the 2016 Bonds. In addition, if the 2016 Bonds are registered in the name of the nominee of the Securities Depository, the Trustee shall deliver notice of such redemption to the Securities Depository at the times and in the manner required by the operational procedures of such Securities Depository in order to timely effect the redemption of such 2016 Bonds.

(b) Any notice mailed or transmitted as provided in this Section shall be conclusively presumed to have been duly given, whether or not the registered owner of such 2016 Bonds receives the notice.

### **ARTICLE III**

#### **ACCOUNTS; APPLICATION OF PROCEEDS**

Section 3.1. Debt Service Account 2016 Subordinate Lien. There is hereby established within the Subordinate Lien Debt Service Fund an account designated “Debt Service Account 2016 Subordinate Lien” (“Debt Service Account 2016 SUB LIEN”). Moneys on deposit in the Debt Service Account 2016 SUB LIEN shall be used to pay debt service on the 2016 Bonds when due.

Section 3.2. Debt Service Reserve Account 2016 Subordinate Lien.

(a) There is hereby established within the Subordinate Lien Debt Service Reserve Fund an account designated “Debt Service Reserve Account 2016 Subordinate Lien” (“Debt Service Reserve Account 2016 SUB LIEN”).

(b) On the Issuance Date, from the proceeds of the sale of the 2016 Bonds, an amount equal to the 2016 SUB LIEN DSR Requirement shall be deposited to the Debt Service Reserve Account 2016 SUB LIEN, as directed in a Letter of Instructions of the Authority.

(c) Amounts on deposit in the Debt Service Reserve Account 2016 SUB LIEN are hereby pledged to the payment of the 2016 Bonds. Under no circumstances shall any previously issued Subordinate Lien Obligations have any rights to monies on deposit in the Debt Service Reserve Account 2016 SUB LIEN. Any Additional Subordinate Lien Obligations issued after the Issuance Date shall only have such rights to monies on deposit in the Subordinate Lien Debt Service Reserve Fund, including amounts on deposit in the Debt Service Reserve Account 2016 SUB LIEN, as is specifically set forth in the Supplemental Indenture relating to such Additional Subordinate Lien Obligations and, with respect to the Debt Service Reserve Account 2016 SUB LIEN, with the consent of the Holders of 100% of the aggregate principal amount of the 2016 Bonds.

(d) Notwithstanding Section 513 of the Master Indenture, the Authority will not utilize a Subordinate Lien DSRF Security with respect to the Debt Service Reserve Account 2016 SUB LIEN without the prior written consent of Holders of 100% of the principal amount of the then Outstanding 2016 Bonds.

Section 3.3. Bond Proceeds Clearance Fund; Costs of Issuance Fund; Initial Deposits.

(a) The Trustee is hereby authorized and directed to establish a special temporary Fund designated “Bond Proceeds Clearance Fund Subordinate Lien 2016” (the “Bond Proceeds Clearance Fund SUB LIEN 2016”). On the Issuance Date, the proceeds from the sale of the 2016 Bonds shall be deposited to the Bond Proceeds Clearance Fund SUB LIEN 2016 and shall be applied and disbursed as set forth in a Letter of Instructions signed by an Authorized Officer. The Trustee shall create within the Bond Proceeds Clearance Fund SUB LIEN 2016 such

Accounts as shall be authorized in a Letter of Instructions signed by an Authorized Officer and deposit the proceeds of the 2016 Bonds as shall be directed in such Letter of Instructions. The Bond Proceeds Clearance Fund SUB LIEN 2016 shall be closed upon disbursement of all amounts deposited thereto.

(b) There is hereby established with the Trustee the “2016 Costs of Issuance Fund Subordinate Lien” (“COI 2016 Fund SUB LIEN”), relating to the 2016 Bonds. There shall be deposited to the COI 2016 Fund SUB LIEN from the proceeds of the 2016 Bonds deposited to the Bond Proceeds Clearance Fund SUB LIEN 2016, together with other lawfully available funds of the Authority, if any, the amounts set forth in a Letter of Instructions from the Authority. Such amounts shall be disbursed as set forth in a Letter of Instructions from the Authority. Amounts remaining in the COI 2016 Fund SUB LIEN on the date which is 90 days after the Issuance Date shall be transferred to the Debt Service Account 2016 SUB LIEN. Following such transfer, the COI 2016 Fund SUB LIEN shall be closed.

## **ARTICLE IV**

### **FORM OF BONDS**

Section 4.1. Form of 2016 Bonds. The form of the 2016 Bonds, including any 2016 Bonds issued in exchange or replacement for any other 2016 Bond or portion thereof, including the form of the Trustee’s Authentication Certificate, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas with respect to the Initial 2016 Bond and the Form of Assignment shall be substantially as set forth in or attached to the Award Certificate, with such omissions, insertions, and variations as permitted or required by the Master Indenture, this Supplemental Indenture or the Award Certificate.

Section 4.2. Initial 2016 Bond. The Award Certificate may provide for the use of an Initial 2016 Bond, as described in Section 2.4 hereof, representing the entire principal amount of the 2016 Bonds, payable in stated installments to the order of the representative of the Underwriters or its designee, executed by the manual or facsimile signature of the Chairman of the Board of Directors of the Authority and attested by manual or facsimile signature of the Secretary of the Board of Directors of the Authority, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas.

Section 4.3. Additional Provisions Regarding 2016 Bonds.

(a) The 2016 Bonds may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of bond counsel) thereon as, consistent herewith, may be determined by the officers executing the 2016 Bonds, as evidenced by their execution thereof.

(b) The definitive 2016 Bonds shall be typewritten, printed, lithographed, or engraved and may be produced by any combination of such methods or produced in any other similar manner, all as determined by the officers executing such 2016 Bonds, as evidenced by their execution thereof.

(c) The Initial 2016 Bond submitted to the Attorney General of the State of Texas may be typewritten or photocopied or otherwise produced or reproduced.

## ARTICLE V

### ADDITIONAL COVENANTS OF THE AUTHORITY

Section 5.1. Adjustment to Rate Covenant. Notwithstanding the provisions of Section 502(a) of the Master Indenture, so long as the 2016 Bonds are Outstanding, the Authority covenants that it shall at all times establish, levy, maintain and collect such Tolls in connection with the System and establish such charges for use of the property constituting part of the System, including, without limitation, leasehold payments, concession payments, rents and other charges, as shall be sufficient, collectively, to produce Revenues in each Fiscal Year, after the payment of all Operating Expenses and Maintenance Expenses for such Fiscal Year paid or to be paid from Revenues, in an amount at least equal to the greater of (1), (2), (3) or (4) below:

(1) one hundred twenty-five percent (125%) of the Annual Debt Service in such Fiscal Year on all Outstanding Senior Lien Obligations; or

(2) one hundred twenty percent (120%) of the Annual Debt Service in such Fiscal Year on all Outstanding Senior Lien Obligations and Junior Lien Obligations; or

(3) one hundred twenty percent (120%) of the Annual Debt Service in such Fiscal Year on all Outstanding Senior Lien Obligations, Junior Lien Obligations and Subordinate Lien Obligations; or

(4) one hundred percent (100%) of the Annual Debt Service in such Fiscal Year on all Obligations, plus the amounts required to be deposited into the Senior Lien Debt Service Reserve Fund, the Junior Lien Debt Service Reserve Fund, the Subordinate Lien Debt Service Reserve Fund, the Renewal and Replacement Fund and any other fund established by a Supplemental Indenture to be funded by Revenues.

In making the calculations in (1), (2), (3) and (4) above, the Authority may take into consideration as a credit against Annual Debt Service any amounts received, or reasonably expected to be received, in the Fiscal Year from or as a result of any Supplemental Security the Authority has pledged for the benefit of Obligations; provided, that if the pledge is not for the benefit of all obligations, the amounts expected to be received may only be taken into account when making the calculation for the affected Obligations.

The remaining provisions of Section 502(a) of the Master Indenture shall remain in full force and effect as provided in the Master Indenture.

Section 5.2. Additional Bonds Test. Notwithstanding the provisions of Section 708(a)(1)(B) of the Master Indenture, so long as the 2016 Bonds are Outstanding, the following provision shall apply to the issuance of Additional Subordinate Lien Obligations under Section 708(a)(1) of the Master Indenture:

“the Projected Revenues for each Fiscal Year over the term of the proposed Additional Subordinate Lien Obligations, less the projected Operating Expenses and Maintenance Expenses for each such Fiscal Year to be paid from Revenues, plus any amount representing Supplemental Security pledged to the payment of one or more series of Subordinate Lien Obligations, is expected to produce a Projected Debt Service Coverage Ratio of at least (i) 1.20 with respect to the Senior Lien Obligations, Junior Lien Obligations and Subordinate Lien Obligations and (ii) 1.00 with respect to all Obligations; or”

The remaining provisions of Section 708(a) of the Master Indenture shall remain in full force and effect as provided in the Master Indenture.

Section 5.3. Swap Payments. The Authority covenants to comply with the following requirements: (1) all swap termination payments owed by the Authority under Swap Agreements shall be subordinated to the 2016 Bonds and all swap termination payments owed to the Authority by a counterparty shall be deposited in the appropriate debt service fund held under the Indenture; (2) counterparties shall be rated in the double A Rating Category or better by at least two Rating Agencies; (3) counterparties shall be required to post collateral if their credit rating falls below the double A Rating Category required by (2) above and the aggregate amount of the collateral posted shall equal the positive termination value of the Swap Agreement as determined and updated on at least a monthly basis; (4) the collateral posted shall consist of cash, United States Treasury obligations and United States agency securities whose value shall be determined and updated on at least a weekly basis; (5) the collateral posted shall be deposited with a third party custodian; (6) all Swap Agreements proposed shall be discussed by the Authority with the Rating Agencies rating the Obligations of the Authority prior to their execution and shall not be executed if their execution, by itself, would negatively impact the ratings on any of the Authority’s Obligations; and (7) copies of all Swap Agreements shall be provided to the Trustee upon their execution along with a certificate from the Authority that the Swap Agreements comply with all of the provisions of the Indenture.

Section 5.4. Confirmation of Funds and Accounts. The establishment of all Funds and Accounts heretofore established in the Indenture is hereby confirmed and ratified.

Section 5.5. Purpose. The provisions of this Article V are for the sole benefit of the Holders of the 2016 Bonds and may be modified or amended at any time with the consent of, or may be waived in whole or in part by, the Holders of 100% in principal amount of the 2016 Bonds and may not be relied upon or enforced by the Holders of any other Obligations.

## **ARTICLE VI**

### **TAX MATTERS; REBATE**

Section 6.1. Federal Income Tax Exclusion.

(a) General. The Authority intends that the interest on the 2016 Bonds be excludable from gross income for federal income tax purposes pursuant to sections 103 and 141 through 150 of the Code and the applicable Regulations. The Authority covenants and agrees not to take any

action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would (i) cause the interest on the 2016 Bonds to be includable in gross income, as defined in section 61 of the Code, for federal income tax purposes or (ii) result in the violation of or failure to satisfy any provision of section 103 and 141 through 150 of the Code and the applicable Regulations. In particular, the Authority covenants and agrees to comply with each requirement of this Section 6.1; provided, however, that the Authority shall not be required to comply with any particular requirement of this Section 6.1 if the Authority has received a Counsel's Opinion that (i) such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the 2016 Bonds or (ii) that compliance with some other requirement will satisfy the applicable requirements of the Code and the Regulations, in which case compliance with such other requirement specified in such Counsel's Opinion shall constitute compliance with the corresponding requirement specified in this Section 6.1.

(b) No Private Use or Payment and No Private Loan Financing. The Authority covenants and agrees that it will make such use of the proceeds of the 2016 Bonds including interest or other investment income derived from 2016 Bond proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the 2016 Bonds will not be "private activity bonds" within the meaning of section 141 of the Code and the Regulations promulgated thereunder. Moreover, the Authority will certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the 2016 Bonds are delivered, the proceeds of the Refunded Obligations have not been and the proceeds of the 2016 Bonds will not be used in a manner that would cause the 2016 Bonds to be "private activity bonds" within the meaning of section 141 of the Code and the Regulations promulgated thereunder.

(c) No Federal Guarantee. The Authority covenants and agrees not to take any action, or knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the 2016 Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code and the Regulations promulgated thereunder, except as permitted by section 149(b)(3) of the Code and such Regulations.

(d) No Hedge Bonds. The Authority covenants and agrees not to take any action or knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the 2016 Bonds to be "hedge bonds" within the meaning of section 149(g) of the Code and the Regulations promulgated thereunder. Moreover, the Authority will certify, through an authorized officer, employee or agent, that, based on all facts and estimates known or reasonably expected to be in existence on the date the 2016 Bonds are delivered, the proceeds of the Refunded Obligations have not been used in a manner that would cause the Refunded Obligations or the 2016 Bonds to be "hedge bonds" within the meaning of section 149(g) of the Code and the Regulations promulgated thereunder.

(e) No Arbitrage. The Authority covenants and agrees that it will make such use of the proceeds of the 2016 Bonds including interest or other investment income derived from 2016 Bond proceeds, regulate investments of proceeds of the 2016 Bonds, and take such other and further action as may be required so that the 2016 Bonds will not be "arbitrage bonds" within the



meaning of section 148(a) of the Code and the applicable Regulations promulgated thereunder. Moreover, the Authority will certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the 2016 Bonds are delivered, the proceeds of the Refunded Obligations have not been and the proceeds of the 2016 Bonds will not be used in a manner that would cause the 2016 Bonds to be “arbitrage bonds” within the meaning of section 148(a) of the Code and the applicable Regulations.

(f) Arbitrage Rebate. If the Authority does not qualify for an exception to the requirements of section 148(f) of the Code relating to the required rebate to the United States, the Authority will take all necessary steps to comply with the requirement that certain amounts earned by the Authority on the investment of the “gross proceeds” of the 2016 Bonds (within the meaning of section 148(f)(6)(B) of the Code) be rebated to the federal government. Specifically, the Authority will (i) maintain records regarding the investment of the gross proceeds of the 2016 Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the 2016 Bonds separately from records of amounts on deposit in the funds and accounts of the Authority allocable to other bond issues of the Authority or moneys that do not represent gross proceeds of any bonds of the Authority, (ii) determine at such times as are required by applicable Regulations, the amount earned from the investment of the gross proceeds of the 2016 Bonds that is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the 2016 Bonds or on such other dates as may be permitted under applicable Regulations, all amounts required to be rebated to the federal government. Further, the Authority will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the 2016 Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm’s length and had the yield on the issue not been relevant to either party.

(g) Information Reporting. The Authority covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the 2016 Bonds are issued, an information statement concerning the 2016 Bonds, all under and in accordance with section 149(e) of the Code and the applicable Regulations.

(h) Registration. The 2016 Bonds will be issued in registered form.

(i) Record Retention. The Authority will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Refunded Obligations and the 2016 Bonds until three years after the last 2016 Bond is redeemed, or such shorter period as authorized by subsequent guidance issued by the Department of the Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the Authority to retrieve and

reproduce such books and records in the event of an examination of the 2016 Bonds by the Internal Revenue Service.

(j) Deliberate Actions. The Authority will not take a deliberate action (as defined in section 1.141-2(a)(3) of the Regulations) that causes the 2016 Bonds to fail to meet any requirement of section 141 of the Code after the issue date of the 2016 Bonds unless an appropriate remedial action is permitted by section 1.141-12 of the Regulations, the Authority takes such action, and a Counsel's Opinion is obtained that such remedial action cures any failure to meet the requirements of section 141 of the Code.

(k) Continuing Obligation. Notwithstanding any other provision of this Supplemental Indenture, the Authority's obligations under the covenants and provisions of this Section 6.1 shall survive the defeasance and discharge of the 2016 Bonds for as long as such matters are relevant to the exclusion from gross income of interest on the 2016 Bonds for federal income tax purposes.

#### Section 6.2. 2016 Subordinate Lien Rebate Account.

(a) There is hereby established within the Rebate Fund, but not as part of the Trust Estate, a special account designated "2016 Subordinate Lien Rebate Account." Amounts deposited to the 2016 Subordinate Lien Rebate Account shall be applied to the payment of the Rebate Amount pursuant to a Letter of Instructions from the Authority. The 2016 Subordinate Lien Rebate Account and amounts on deposit therein are not security for the 2016 Bonds and are not part of the Trust Estate.

(b) The Authority will deliver to the Trustee, within fifty-five days after each Computation Date:

(i) a statement, signed by an officer of the Authority, stating the Rebate Amount as of such Computation Date; and

(ii) (1) if such Computation Date is an Installment Computation Date, an amount that, together with any amount then held for the credit of the 2016 Subordinate Lien Rebate Account, is equal to at least ninety percent (90%) of the Rebate Amount as of such Installment Computation Date, less any "previous rebate payments" (determined in accordance with section 1.148-3(f)(1) of the Regulations), made to the United States of America or (2) if such Computation Date is the Final Computation Date, an amount that, together with any amount then held for the credit of the 2016 Subordinate Lien Rebate Account, is equal to the Rebate Amount as of such Final Computation Date, less any "previous rebate payments" (determined in accordance with section 1.148-3(f)(1) of the Regulations) made to the United States of America; and

(iii) an Internal Revenue Service Form 8038-T properly signed and completed as of such Computation Date.

(c) Not later than 60 days after each Computation Date, the Trustee shall withdraw from the 2016 Subordinate Lien Rebate Account and remit to the United States of America the Rebate Amount required to be paid on such respective dates to the United States of America in

accordance with written instructions from the Authority, which shall be in compliance with sections 1.148-1 through 1.148-8 of the Regulations or any successor regulation. Each payment required to be made to the United States of America pursuant to this Section shall be submitted to the Internal Revenue Service Center, Ogden, Utah 84201-0027 or such other address as provided by law or regulation and shall be accompanied by Internal Revenue Service Form 8038-T properly completed by the Authority with respect to the 2016 Bonds.

(d) If the Authority discovers or is notified as of any date that any amount required to be paid to the United States of America pursuant to this Section 6.2 has not been paid as required or that any payment paid to the United States of America pursuant to this Section 6.2 will have failed to satisfy any requirement of section 148(f) of the Code or 1.148-3 of the Regulations (whether or not such failure will be due to any default by the Authority or the Trustee), the Authority will (1) deliver to the Trustee (for deposit to the 2016 Subordinate Lien Rebate Account) and cause the Trustee to pay to the United States of America from the 2016 Subordinate Lien Rebate Account (A) the Rebate Amount that the Authority failed to pay, plus any interest specified in section 1.148-3(h)(2) of the Regulations, if such correction payment is delivered to and received by the Trustee within 175 days after such discovery or notice, or (B) if such correction payment is not delivered to and received by the Trustee within 175 days after such discovery or notice, the amount determined in accordance with clause (A) of this subparagraph plus the fifty percent penalty required by section 1.148-3(h)(1) of the Regulations, and (2) deliver to the Trustee an Internal Revenue Service Form 8038-T completed as of such date. If such Rebate Amount, together with any penalty and/or interest due, is not paid to the United States of America in the amount and manner and by the time specified in the Regulations the Authority will take such steps as are necessary to prevent the 2016 Bonds from becoming “arbitrage bonds,” within the meaning of section 148 of the Code.

(e) The Authority will retain calculations made in preparing the statements described in this Section 6.2, whether prepared by the Authority or the Arbitrage Analyst, for at least three years after the later of the final maturity of the 2016 Bonds or the first date on which no 2016 Bonds are outstanding.

(f) The Authority will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the 2016 Bonds that is not purchased at fair market value or includes terms that the Authority would not have included if the 2016 Bonds were not subject to section 148(f) of the Code.

(g) Notwithstanding the foregoing, the Authority will not be required to perform the obligations set forth in this Section 6.2 (except for the obligation to retain accounting records as described in Section 6.2) if the Authority has not earned any rebatable arbitrage and, therefore, is not subject to the rebate obligation set forth in section 148(f) of the Code. To the extent that the Authority will not be required to perform such obligations, the Authority will send written notice to the Trustee within fifty-five (55) days after the applicable Computation Date.

## ARTICLE VII

### CONTINUING DISCLOSURE

Section 7.1. Definitions. As used in this Article, the following terms have the meanings assigned to such terms below:

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

Section 7.2. Annual Reports.

(a) The Authority shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six (6) months after the end of each fiscal year, financial information and operating data with respect to the Authority and the System of the general type included in the final Official Statement, being the information described in Annex A hereto. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Annex A hereto, and (ii) audited, if the Authority commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the Authority shall provide notice that audited financial statements are not available and shall provide unaudited financial statements for the applicable fiscal year to the MSRB. Thereafter, when and if audited financial statements become available, the Authority shall provide such audited financial statements as required to the MSRB. In addition to the annual information described above, the Authority will provide certain information on a quarterly basis, as described in Annex A hereto.

(b) If the Authority changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Authority otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section 7.3. Event Notices.

(a) As used in this Section, the term “obligated person” shall mean any person, including the Authority, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all or part of the obligations on the 2016 Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities). The Authority shall provide notice of any of the following

events with respect to the 2016 Bonds to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner and not more than 10 business days after the occurrence of the event:

- (i) principal and interest payment delinquencies;
- (ii) nonpayment related defaults, if material;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the 2016 Bonds, or other material events affecting the tax status of the 2016 Bonds;
- (vii) modifications to rights of Owners, if material;
- (viii) bond calls, if material and tender offers;
- (ix) defeasances;
- (x) release, substitution, or sale of property securing repayment of the 2016 Bonds, if material;
- (xi) rating changes;
- (xii) bankruptcy, insolvency, receivership, or similar event of any obligated person, which shall occur as described below;
- (xiii) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (xiv) appointment of a successor or additional Trustee or the change of name of a Trustee, if material.

For these purposes, any event described in the immediately preceding clause (xii) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for an obligated person in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or

governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

The Authority shall notify the MSRB, in a timely manner, of any failure by the Authority to provide financial information or operating data in accordance with Section 7.2 of this Supplemental Indenture by the time required by such Section.

All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

Section 7.4. Limitations, Disclaimers and Amendments. The Authority shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the Authority remains an “obligated person” with respect to the 2016 Bonds within the meaning of the Rule, except that the Authority in any event will give notice of any deposit of funds that causes 2016 Bonds no longer to be Outstanding.

(a) The provisions of this Article are for the sole benefit of the Holders and beneficial owners of the 2016 Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Authority undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Authority’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The Authority does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell 2016 Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE AUTHORITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY 2016 BONDS OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE AUTHORITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(b) No default by the Authority in observing or performing its obligations under this Article shall comprise a breach of or default under the Indenture for purposes of any other provisions of this Supplemental Indenture.

(c) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the Authority under federal and state securities laws.

(d) The provisions of this Article may be amended by the Authority from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature or status of the Authority, or type of business or

operations conducted by the Authority, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell 2016 Bonds in the primary offering of the 2016 Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Supplemental Indenture that authorizes such an amendment) of the Outstanding 2016 Bonds consent to such amendment or (b) a person that is unaffiliated with the Authority (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the 2016 Bonds. If the Authority so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 7.2 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

## **ARTICLE VIII**

### **OTHER MATTERS**

Section 8.1. Execution in Several Counterparts. This Supplemental Indenture may be simultaneously executed in several counterparts, all of which shall constitute one and the same instrument and each of which shall be, and shall be deemed to be, an original.

IN WITNESS WHEREOF, the Authority and the Trustee have caused this Supplemental Indenture to be signed and attested on their behalf by their duly authorized representatives, all as of the date first hereinabove written.

CENTRAL TEXAS REGIONAL MOBILITY  
AUTHORITY

By \_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Secretary



REGIONS BANK, as Trustee

By \_\_\_\_\_  
Authorized Officer

## ANNEX A

### CONTINUING DISCLOSURE

#### DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION

The following information is referred to in Article VII of this Supplemental Indenture.

##### **Annual Financial Information and Operating Data**

The financial information and operating data with respect to the Authority and the System to be provided in accordance with such Article are as specified below:

1. All quantitative financial information and operating data with respect to the Authority and the System of the general type included in the Official Statement under the headings “AUTHORITY FINANCIAL INFORMATION – System Historical Cash Flow and Debt Service Coverage,” “– Toll Rates,” and “SCHEDULE II – DEBT SERVICE REQUIREMENTS,” and APPENDIX A – AUDITED FINANCIAL STATEMENTS OF THE AUTHORITY.”

2. In the annual filing for each Fiscal Year through the Substantial Completion (as defined in the Master Indenture) of the 183 South Project (as defined in the Twelfth Supplemental Indenture), the Authority will furnish a copy of the General Engineering Consultant’s construction progress report relating to the 183 South Project for the last quarter of the Fiscal Year.

3. In the annual filing, the Authority will also furnish a copy of each General Engineering Consultant’s annual report relating to its inspection of the System, which reports may be provided as one report prepared jointly by more than one General Engineering Consultant.

The Authority will update and provide the foregoing information within six (6) months after the end of each Fiscal Year. In addition to the annual information described above, the Authority will furnish on a quarterly basis, within 60 days after the end of each quarter of the Fiscal Year, (i) through the Substantial Completion (as defined in the Master Indenture) of the 183 South Project, a copy of the General Engineering Consultant’s construction progress report relating to the 183 South Project for the previous quarter of the Fiscal Year, and (ii) unaudited information regarding the number of toll transactions for the System and the Revenues generated by such toll transactions for the previous quarter of the Fiscal Year.

##### **Accounting Principles**

The accounting principles referred to in such Article are the accounting principles described in the notes to the financial statements referred to in Paragraph 1 above.



**CENTRAL TEXAS  
Regional Mobility Authority**

June 15, 2016  
AGENDA ITEM #16

---

Approve Second Amendment to the  
Transportation Infrastructure Finance and  
Innovation (TIFIA) Agreement

Strategic Plan Relevance: Regional Mobility

Department: Finance

Contact: Bill Chapman, Chief Financial Officer

Associated Costs: N/A

Funding Source: N/A

Action Requested: Consider and act on draft resolution

Summary:

In connection with the Mobility Authority's issuance of bonds to provide funds for the 183 South Project, the Mobility Authority entered into a TIFIA Loan Agreement with USDOT, a State Highway Fund Loan Agreement with TXDOT, and a State Infrastructure Bank Loan Agreement with TXDOT.

Amendments are proposed to clarify TXDOT language to authorize the refunding of bonds. Each of the loan agreements contains substantially identical provisions relating to the issuance of Additional Subordinate Lien Obligations and additional other obligations. The amendments allow for the issuance of refunding bonds for debt service savings that have maturity dates prior to the initial debt service payments dates under the loan agreements without TIFIA or TXDOT consent, respectively, as long as the other requirements of the loan agreements are satisfied.

Backup Provided: Resolution for Board Consideration;  
Draft Amendments

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

RESOLUTION 16 - \_\_\_\_\_

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A SECOND AMENDMENT TO TIFIA LOAN AGREEMENT, A SECOND AMENDMENT TO STATE HIGHWAY FUND LOAN AGREEMENT AND A SECOND AMENDMENT TO STATE INFRASTRUCTURE BANK LOAN AGREEMENT; AND ENACTING OTHER PROVISIONS RELATED THERETO

WHEREAS, the Central Texas Regional Mobility Authority (the “Authority”) has previously entered into (i) that certain TIFIA Loan Agreement, dated as of November 18, 2015, between the Authority and the United States Department of Transportation, acting by and through the Federal Highway Administrator (“USDOT”), as amended by that certain First Amendment to TIFIA Loan Agreement, dated as of March 14, 2016, between the Authority and USDOT (as amended, the “TIFIA Loan Agreement”), (ii) that certain State Highway Fund Loan Agreement, dated as of November 18, 2015, between the Authority and the Texas Department of Transportation (“TXDOT”), as amended by that certain First Amendment to State Highway Fund Loan Agreement, effective April 19, 2016, between the Authority and TXDOT (as amended, the “State Highway Fund Loan Agreement”), and (iii) that certain State Infrastructure Bank Loan Agreement, dated as of November 18, 2015, between the Authority and TXDOT, as amended by that certain First Amendment to State Infrastructure Bank Loan Agreement, effective April 19, 2016, between the Authority and TXDOT (as amended, the “State Infrastructure Bank Loan Agreement” and, together with the TIFIA Loan Agreement and the State Highway Fund Loan Agreement, the “Agreements”); and

WHEREAS, the Authority desires to amend each of the Agreements to modify certain provisions relating to the issuance of Additional Subordinate Lien Obligations and Additional Other Obligations; and

WHEREAS, the Agreements each permit the amendment thereof with the written consent of the parties thereto;

WHEREAS, it is hereby found and determined that the meeting at which this Resolution is approved is open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Resolution, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY THAT:

Section 1. Findings. The findings and determinations contained in the preambles hereof are hereby incorporated herein for all purposes as if set forth herein in their entirety.

Section 2. Approval of Second Amendment to TIFIA Loan Agreement. The form, terms and provisions of the Second Amendment to TIFIA Loan Agreement, in substantially the form attached hereto as Exhibit A, are hereby approved, with such changes as may be approved by the officer executing such Second Amendment to TIFIA Loan Agreement, such approval to be evidenced by the execution thereof. The Chairman and Vice Chairman of the Board and the Executive Director of the Authority are hereby authorized, and each of them singly and individually, to finalize, execute and deliver the Second Amendment to TIFIA Loan Agreement.

Section 3. Approval of Second Amendment to State Highway Fund Loan Agreement. The form, terms and provisions of the Second Amendment to State Highway Fund Loan Agreement, in substantially the form attached hereto as Exhibit B, are hereby approved, with such changes as may be approved by the officer executing such Second Amendment to State Highway Fund Loan Agreement, such approval to be evidenced by the execution thereof. The Chairman and Vice Chairman of the Board and the Executive Director of the Authority are hereby authorized, and each of them singly and individually, to finalize, execute and deliver the Second Amendment to State Highway Fund Loan Agreement.

Section 4. Approval of Second Amendment to State Infrastructure Bank Loan Agreement. The form, terms and provisions of the Second Amendment to State Infrastructure Bank Loan Agreement, in substantially the form attached hereto as Exhibit C, are hereby approved, with such changes as may be approved by the officer executing such Second Amendment to State Infrastructure Bank Loan Agreement, such approval to be evidenced by the execution thereof. The Chairman and Vice Chairman of the Board and the Executive Director of the Authority are hereby authorized, and each of them singly and individually, to finalize, execute and deliver the Second Amendment to State Infrastructure Bank Loan Agreement.

Section 5. Further Actions. The Chairman, Vice Chairman and Secretary/Treasurer of the Board, and the Executive Director, the Chief Financial Officer and the Controller of the Authority, and each of them singly and individually, and staff of the Authority, and its professional consultants, are hereby authorized and directed to take any and all actions and to execute and deliver any and all instruments and documents as may be necessary or desirable to carry out and effectuate the purposes of this Resolution and the Agreements.

Adopted by the Board of Directors of Central Texas Regional Mobility Authority on the 15<sup>th</sup> day of June, 2016.

Submitted and reviewed by:

Approved:

---

Geoff Petrov  
General Counsel for the Central  
Texas Regional Mobility Authority

---

Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution No. 16- \_\_\_\_\_  
Date Passed: June 15, 2016

EXHIBIT A

SECOND AMENDMENT TO TIFIA LOAN AGREEMENT

**SECOND AMENDMENT  
TO  
TIFIA LOAN AGREEMENT**

THIS SECOND AMENDMENT TO TIFIA LOAN AGREEMENT (this “Second Amendment”), dated as of \_\_\_\_\_, 2016, is entered into by and between **CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**, a body politic and corporate and political subdivision of the State of Texas (the “State”), created under the laws of the State, with an address of 3300 North IH-35, Suite 300, Austin, Texas 78705 (the “Borrower”), and the **UNITED STATES DEPARTMENT OF TRANSPORTATION**, an agency of the United States of America, acting by and through the Federal Highway Administrator, with an address of 1200 New Jersey Avenue, S.E., Washington, D.C. 20590 (the “TIFIA Lender”).

**RECITALS:**

WHEREAS, the Borrower and the TIFIA Lender have entered into that certain TIFIA Loan Agreement, dated as of November 18, 2015, as amended by that certain First Amendment to TIFIA Loan Agreement, dated March 14, 2016 (as amended, the “Agreement”); and

WHEREAS, the Borrower and the TIFIA Lender desire to amend the Agreement as provided herein to modify certain provisions thereof relating to Additional Subordinate Lien Obligations and Additional Other Obligations; and

WHEREAS, the Agreement permits the amendment thereof with the written consent of the Borrower and the TIFIA Lender;

NOW, THEREFORE, the premises being as stated above, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged to be adequate, and intending to be legally bound hereby, it is hereby mutually agreed by and between the Borrower and the TIFIA Lender as follows:

**SECTION 1. Definitions.** Capitalized terms used in this Second Amendment and not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

**SECTION 2. Amendments to Agreement.** Section 17(a)(ii) of the Agreement is amended in its entirety to read as follows:

(ii) Except for the State Loans, the Borrower shall not issue Additional Subordinate Lien Obligations or Additional Other Obligations that require (A) the payment of interest on such Additional Subordinate Lien Obligations or Additional Other Obligations, as applicable, prior to the Debt Service Payment Commencement Date or (B) the commencement of amortization of the principal amount of such Additional Subordinate Lien Obligations or Additional Other Obligations, as applicable, prior to the commencement of amortization of the principal amount of the TIFIA Loan; provided, that the provisions of this **Section 17(a)(ii)** are not applicable to Additional Subordinate Lien Obligations or Additional Other Obligations issued to refinance Subordinate Lien Obligations or

Other Obligations, respectively, if Annual Debt Service in respect of Subordinate Lien Obligations or Other Obligations, respectively, after the incurrence of such Additional Subordinate Lien Obligations or Additional Other Obligations, in each year of the remaining term of the TIFIA Loan, is projected to be equal to or less than the Annual Debt Service in respect of Subordinate Lien Obligations or Other Obligations, respectively, for each such year in the Base Case Financial Model or Revised Financial Model, as applicable.

SECTION 3. Amendments and Waivers. No amendment, modification, termination or waiver of any provision of this Second Amendment shall in any event be effective without the written consent of each of the parties hereto.

SECTION 4. Governing Law. This Second Amendment shall be governed by the federal laws of the United States of America if and to the extent such federal laws are applicable and the internal laws of the State, if and to the extent such federal laws are not applicable.

SECTION 5. Severability. In case any provision in or obligation under this Second Amendment shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 6. Successors and Assigns. This Second Amendment shall be binding upon the parties hereto and their respective permitted successors and assigns and shall inure to the benefit of the parties hereto and their permitted successors and assigns. Neither the Borrower's rights or obligations hereunder nor any interest thereof may be assigned or delegated by the Borrower without the prior written consent of the TIFIA Lender.

SECTION 7. Counterparts. This Second Amendment and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument, signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

SECTION 8. Effectiveness. This Second Amendment shall be effective as of the date Second written above.

SECTION 9. Effect on Agreement; Integration. Except as specifically amended by this First Amendment, all other terms and provisions of the Agreement shall remain in full force and effect and, as applicable, shall apply to this Second Amendment. In the event of any conflict or inconsistency between this Second Amendment and the Agreement, the terms and provisions of this Second Amendment shall govern and prevail to the extent necessary to resolve such conflict or inconsistency. The Agreement, as modified by this Second Amendment, constitutes the entire contract between the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.



IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed and delivered by their respective officers thereunder truly authorized as of the date Second written above.

CENTRAL TEXAS REGIONAL MOBILITY  
AUTHORITY

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

UNITED STATES DEPARTMENT OF  
TRANSPORTATION, acting by and through the  
Federal Highway Administrator

By: \_\_\_\_\_

Name: Duane Callender

Title: Director, TIFIA Joint Program Office

EXHIBIT B

SECOND AMENDMENT TO STATE HIGHWAY FUND LOAN AGREEMENT

**SECOND AMENDMENT  
TO  
STATE INFRASTRUCTURE BANK LOAN AGREEMENT**

THIS SECOND AMENDMENT TO STATE INFRASTRUCTURE BANK LOAN AGREEMENT (this “Second Amendment”) is entered into by and between **CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**, a regional mobility authority in the State of Texas (“CTRMA”), and the **TEXAS DEPARTMENT OF TRANSPORTATION**, an agency of the State of Texas (“TxDOT”), and will be effective on the date it is signed by both the CTRMA and TxDOT.

**RECITALS:**

WHEREAS, the CTRMA and TxDOT have entered into that certain State Infrastructure Bank Loan Agreement, dated as of November 18, 2015, as amended by that certain First Amendment to State Infrastructure Bank Loan Agreement, effective April 19, 2016 (as amended, the “Agreement”); and

WHEREAS, the CTRMA and TxDOT desire to amend the Agreement as provided herein to modify certain provisions thereof relating to Additional Subordinate Obligations and Additional Other Obligations; and

WHEREAS, Section 9.10 of the Agreement permits the amendment thereof through a written amendment executed by both the CTRMA and TxDOT;

NOW, THEREFORE, the premises being as stated above, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged to be adequate, and intending to be legally bound hereby, it is hereby mutually agreed by and between the CTRMA and TxDOT as follows:

**SECTION 1. Definitions.** Capitalized terms used in this Second Amendment and not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

**SECTION 2. Amendments to Agreement.** Section 3.8(b) of the Agreement is amended in its entirety to read as follows:

(b) Except for the TIFIA Loan, the Borrower shall not issue Additional Subordinate Lien Obligations or Additional Other Obligations that require (A) the payment of interest on such Additional Subordinate Lien Obligations or Additional Other Obligations, as applicable, prior to an Interest Payment Date or (B) the commencement of amortization of the principal amount of such Additional Subordinate Lien Obligations or Additional Other Obligations, as applicable, prior to the commencement of amortization of the principal amount of the SIB Loan; provided, that the provisions of this Section 3.8(b) are not applicable to Additional Subordinate Lien Obligations or Additional Other Obligations issued to refinance Subordinate Lien Obligations or Other Obligations, respectively, if Annual Debt Service in respect of Subordinate Lien

Obligations or Other Obligations, respectively, after the incurrence of such Additional Subordinate Lien Obligations or Additional Other Obligations, in each year of the remaining term of the SIB Loan, is projected to be equal to or less than the Annual Debt Service in respect of Subordinate Lien Obligations or Other Obligations, respectively, prior to the issuance of such Additional Subordinate Lien Obligations or Additional Other Obligations.

SECTION 3. Amendments and Waivers. No amendment, modification, termination or waiver of any provision of this Second Amendment shall in any event be effective without the written consent of each of the parties hereto.

SECTION 4. Governing Law. This Second Amendment shall be governed by, and construed in accordance with, the internal laws of the State of Texas, without reference to choice of law doctrine.

SECTION 5. Severability. In case any provision in or obligation under this Second Amendment shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 6. Successors and Assigns. This Second Amendment shall be binding upon the parties hereto and their respective permitted successors and assigns and shall inure to the benefit of the parties hereto and their permitted successors and assigns. Neither CTRMA's rights or obligations hereunder nor any interest thereof may be assigned or delegated by CTRMA without the prior written consent of TxDOT.

SECTION 7. Counterparts. This Second Amendment and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument, signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

SECTION 8. Effect on Agreement; Integration. Except as specifically amended by this Second Amendment, all other terms and provisions of the Agreement shall remain in full force and effect and, as applicable, shall apply to this Second Amendment. In the event of any conflict or inconsistency between this Second Amendment and the Agreement, the terms and provisions of this Second Amendment shall govern and prevail to the extent necessary to resolve such conflict or inconsistency.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed and delivered by their respective officers thereunder truly authorized as of the date first written above.

CENTRAL TEXAS REGIONAL MOBILITY  
AUTHORITY

By: \_\_\_\_\_

Name: Ray A. Wilkerson

Title: Chairman

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

TEXAS DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Name: James M. Bass  
Title: Executive Director  
Date: \_\_\_\_\_

EXHIBIT C

SECOND AMENDMENT TO STATE INFRASTRUCTURE BANK LOAN AGREEMENT



**SECOND AMENDMENT  
TO  
STATE HIGHWAY FUND LOAN AGREEMENT**

THIS SECOND AMENDMENT TO STATE HIGHWAY FUND LOAN AGREEMENT (this “Second Amendment”) is entered into by and between **CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**, a regional mobility authority in the State of Texas (“CTRMA”), and the **TEXAS DEPARTMENT OF TRANSPORTATION**, an agency of the State of Texas (“TxDOT”), and will be effective on the date it is signed by both the CTRMA and TxDOT.

**RECITALS:**

WHEREAS, the CTRMA and TxDOT have entered into that certain State Highway Fund Loan Agreement, dated as of November 18, 2015, as amended by that certain First Amendment to State Highway Fund Loan Agreement, effective April 19, 2016 (as amended, the “Agreement”); and

WHEREAS, the CTRMA and TxDOT desire to amend the Agreement as provided herein to modify certain provisions thereof relating to Additional Subordinate Lien Obligations and Additional Other Obligations; and

WHEREAS, Section 9.10 of the Agreement permits the amendment thereof through a written amendment executed by both the CTRMA and TxDOT;

NOW, THEREFORE, the premises being as stated above, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged to be adequate, and intending to be legally bound hereby, it is hereby mutually agreed by and between the CTRMA and TxDOT as follows:

**SECTION 1. Definitions.** Capitalized terms used in this Second Amendment and not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

**SECTION 2. Amendments to Agreement.** Section 3.8(b) of the Agreement is amended in its entirety to read as follows:

(b) Except for the TIFIA Loan, the Borrower shall not issue Additional Subordinate Lien Obligations or Additional Other Obligations that require (A) the payment of interest on such Additional Subordinate Lien Obligations or Additional Other Obligations, as applicable, prior to an Interest Payment Date or (B) the commencement of amortization of the principal amount of such Additional Subordinate Lien Obligations or Additional Other Obligations, as applicable, prior to the commencement of amortization of the principal amount of the SHF Loan; provided, that the provisions of this Section 3.8(b) are not applicable to Additional Subordinate Lien Obligations or Additional Other Obligations issued to refinance Subordinate Lien Obligations or Other Obligations, respectively, if Annual Debt Service in respect of Subordinate Lien Obligations or Other Obligations, respectively, after the incurrence of such

Additional Subordinate Lien Obligations or Additional Other Obligations, in each year of the remaining term of the SHF Loan, is projected to be equal to or less than the Annual Debt Service in respect of Subordinate Lien Obligations or Other Obligations, respectively, prior to the issuance of such Additional Subordinate Lien Obligations or Additional Other Obligations

SECTION 3. Amendments and Waivers. No amendment, modification, termination or waiver of any provision of this Second Amendment shall in any event be effective without the written consent of each of the parties hereto.

SECTION 4. Governing Law. This Second Amendment shall be governed by, and construed in accordance with, the internal laws of the State of Texas, without reference to choice of law doctrine.

SECTION 5. Severability. In case any provision in or obligation under this Second Amendment shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 6. Successors and Assigns. This Second Amendment shall be binding upon the parties hereto and their respective permitted successors and assigns and shall inure to the benefit of the parties hereto and their permitted successors and assigns. Neither CTRMA's rights or obligations hereunder nor any interest thereof may be assigned or delegated by CTRMA without the prior written consent of TxDOT.

SECTION 7. Counterparts. This Second Amendment and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument, signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

SECTION 8. Effect on Agreement; Integration. Except as specifically amended by this Second Amendment, all other terms and provisions of the Agreement shall remain in full force and effect and, as applicable, shall apply to this Second Amendment. In the event of any conflict or inconsistency between this Second Amendment and the Agreement, the terms and provisions of this Second Amendment shall govern and prevail to the extent necessary to resolve such conflict or inconsistency.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed and delivered by their respective officers thereunder truly authorized as of the date first written above.

CENTRAL TEXAS REGIONAL MOBILITY  
AUTHORITY

By: \_\_\_\_\_

Name: Ray A. Wilkerson

Title: Chairman

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

TEXAS DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Name: James M. Bass  
Title: Executive Director  
Date: \_\_\_\_\_



**CENTRAL TEXAS  
Regional Mobility Authority**

June 15, 2016  
AGENDA ITEM #17

---

Discuss and consider appropriate action on the proposed Interlocal Agreement with the Capital Area Metropolitan Planning Organization to fund and participate in the Near Northwest Corridor - Connections Case Study.

Strategic Plan Relevance: Regional Mobility  
Department: Engineering  
Contact: Justin Word, P.E., Director of Engineering  
Associated Costs: \$136,000  
Funding Source: Capital Project Funds  
Action Requested: Consider and act on draft resolution

Summary:

A proposed Interlocal Agreement (ILA) between Capital Area Metropolitan Planning Organization (CAMPO) and the Mobility Authority has been developed to support the Near Northwest Corridor - Connections Case Study. The proposed Case Study seeks to develop a context-sensitive corridor plan for several miles, along and adjacent to the Near Northwest Corridor (within ½ mile of US 183 North from State Loop 1 (MoPac) on the south to SH45/RM620 and Lakeline Mall on the north.). The plan will address pedestrian and bicycle connectivity, last-mile connections, access management, multi-modal transportation elements, safety and operational improvements, and recommendations on land-use conducive to active transportation. The ILA addresses payment and identifies the roles and responsibilities of each agency in advancing this initiative.

The Executive Director is requesting authorization to execute the ILA between the Mobility Authority and Capital Area Metropolitan Planning Organization.

Backup provided: Draft Interlocal Agreement  
Draft Resolution for Board Consideration

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

**RESOLUTION NO. 16-0XX**

**APPROVING AN INTERLOCAL AGREEMENT WITH THE  
CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION TO SUPPORT  
THE NEAR NORTHWEST CORRIDOR – CONNECTIONS CASE STUDY**

WHEREAS, the Executive Director has developed a proposed interlocal agreement between Capital Area Metropolitan Planning Organization and the Mobility Authority to support the Near Northwest Corridor – Connections Case Study; and

WHEREAS, the proposed Case Study seeks to develop a context-sensitive corridor plan for several miles, along and adjacent to the Near Northwest Corridor (within ½ mile of US 183 North from State Loop 1 (MoPac) on the south to SH45/RM620 and Lakeline Mall on the north.); and

WHEREAS, the resulting plan will address pedestrian and bicycle connectivity, last-mile connections, access management, multi-modal transportation elements, safety and operational improvements, and recommendations on land-use conducive to active transportation; and

WHEREAS, the Executive Director has determined that the Near Northwest Corridor – Connections Case Study will be beneficial to planning and developing Mobility Authority projects in the study area; and

WHEREAS, the Executive Director has determined that contributing \$136,000 to participate in the Near Northwest Corridor – Connections Case Study will be more cost effective than conducting a separate planning study.

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

BE IT FURTHER RESOLVED that the Executive Director is authorized and directed to finalize and execute for the Mobility Authority the interlocal agreement in the form or substantially the same form as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 15<sup>th</sup> day of June, 2016.

Submitted and reviewed by:

Approved:

---

Geoffrey Petrov, General Counsel

---

Ray A. Wilkerson  
Chairman, Board of Directors

**Exhibit A**

**INTERLOCAL AGREEMENT BETWEEN  
CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION (CAMPO)  
AND  
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY  
for  
NEAR NORTHWEST CORRIDOR - CONNECTIONS CASE STUDY**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made by and between the CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION, a **metropolitan planning organization**, hereinafter referred to as “**CAMPO**” and the **CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**, a **regional agency**, hereinafter referred to as “CTRMA” pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791, *Texas Government Code*.

**WITNESSETH:**

**WHEREAS**, the Governor of the State of Texas has designated CAMPO (formerly the Austin Transportation Study) acting through its Transportation Policy Board to be the Metropolitan Planning Organization (MPO) for the Austin urbanized area(s); and

**WHEREAS**, CAMPO is the designated lead agency for the region’s Metropolitan Planning process; and

**WHEREAS**, the Metropolitan Planning process addresses requirements under state and Federal law that promote efficient system management and operation; and

**WHEREAS**, CAMPO’s 2045 Regional Active Transportation Plan will document and provide a shared vision for the development of a safe and highly-functional active transportation network of pedestrian and bicycle facilities and amenities for the six-county CAMPO Region; and

**WHEREAS**, the Near Northwest Corridor - Connections Case Study seeks to develop a context-sensitive active transportation plan for several miles, along and adjacent to the US 183 North corridor; which is an area with a built form and transportation infrastructure commonly present in the CAMPO region; and

**WHEREAS**, the Near Northwest Corridor - Connections Case Study seeks to address pedestrian and bicycle connectivity, last-mile connections, access management, multi-modal transportation elements, safety and operational improvements, and recommendations for a private realm built-form that is conducive to active transportation and;

**WHEREAS**, the Near Northwest Corridor - Connections Case Study will develop recommendations on connectivity, facility design and policy; and an implementation plan with project and policy priorities for the near-, short-, medium-, and long-terms usable by impacted jurisdictions.

**WHEREAS**, the Near Northwest Corridor - Connections Case Study will be included as an appendix in the 2045 Regional Active Transportation Plan; and



**WHEREAS**, CAMPO will form a steering committee that includes CTRMA, the Austin District of TxDOT and other stakeholders to guide the planning process; and

**WHEREAS**, CAMPO will manage the consultant contract and work closely with CTRMA to ensure its needs are met throughout the development of the Near Northwest Corridor - Connections Case Study consistent with the goals of the 2045 Regional Active Transportation Plan and Platinum Planning Program, which is projected to take approximately four (4) months to complete.

**NOW, THEREFORE, BE IT RESOLVED** in consideration of the mutual covenants and promises made by the parties, CAMPO and CTRMA hereby agree as follows:

## **I. PAYMENT**

CTRMA's payment obligations are payable only and solely from funds appropriated by the Board of the Central Texas Regional Mobility Authority, ("Appropriated") and available for the purpose of this study. The absence of Appropriated or other lawfully available funds shall render this Agreement null and void to the extent funds are not Appropriated or available. Within 45 days of the adoption of CTRMA's annual budget, the applicable party shall provide the other party written notice of the failure of the party's governing body to make adequate Appropriation for any fiscal year to pay for the amounts due under this Agreement, or the reduction of any Appropriation to an amount insufficient to permit the applicable party to pay its obligation under this Agreement.

## **II. OBLIGATIONS OF CAMPO**

- A. CAMPO supports the inclusion of all relevant local, regional, and state plans into this case study.
- B. CAMPO will actively work with CTRMA and key stakeholders in the development of the Near Northwest Corridor - Connections Case Study consistent with Attachment A.
- C. CAMPO shall manage all phases of development and administration of a consultant contract, including, but not limited to, procurement, contract execution, review and approval of deliverables, enforcement of contract terms and conditions, payment of invoices, and contract close-out. CAMPO will actively engage and partner with CTRMA throughout the process to ensure that the final plan meets the needs of all impacted jurisdictions in the study area.
- D. CAMPO will provide a copy of all required deliverables from the consultant to CTRMA as identified in Attachment A, Scope of Services.
- E. CAMPO will coordinate with CTRMA on any proposed and/or necessary changes to the Project Schedule, Public Participation Plan, etc., as needed.
- F. CAMPO will submit the completed Near Northwest Corridor - Connections Case Study, as an appendix to the 2045 Regional Active Transportation Plan for adoption by the Transportation Policy Board.

### III. OBLIGATIONS OF CTRMA

- A. CTRMA will actively work with CAMPO in the development of the Near Northwest Corridor - Connections Case Study consistent with Attachment A - Scope of Services.
- B. CTRMA upon execution of this agreement will remit to CAMPO **\$136,000** for the total project cost, which includes \$123,578.36 for consultant fees, and \$12,421.64 for the CAMPO project management fee.
- C. CTRMA staff will actively participate in the planning process.
- D. CTRMA will provide CAMPO information needed to effectively conduct stakeholder and public outreach, and complete any other task essential to the completion of the project.

### IV. TERM and TERMINATION

- A. This Agreement is effective on the date of the last party to sign and ends **November 30, 2016**, or sooner, by mutual agreement of both parties unless previously terminated pursuant to Section IV. C. of this Agreement.
- B. If either party defaults in the performance of any terms or conditions of this Agreement the defaulting party shall have 30 days after receipt of written notice of such default within which to cure such default. If such default is not cured within such period of time then the offended party shall have the right without further notice to terminate this Agreement.
- C. This Agreement may be terminated, in whole or in part, by either party whenever such termination is found to be in the best interest of either party. The party seeking to terminate this Agreement shall provide written notification to the other party at least thirty (30) days in advance of the effective date of the termination. All notices pursuant to this Agreement shall be deemed given when either delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party at the following address:

If to CAMPO:                   Ashby Johnson  
  Executive Director  
  CAMPO  
  Post Office Box 1088  
  Austin, Texas 78767

with a copy to:               Kelly Porter  
  Senior Multimodal Planner  
  CAMPO  
  Post Office Box 1088  
  Austin, Texas 78767

If to CTRMA:                   Mike Heiligenstein

Executive Director  
Central Texas Regional Mobility Authority  
3300 N IH-35, Suite 300  
Austin, TX 78705

with a copy to: Justin Word  
Director of Engineering  
Central Texas Regional Mobility Authority  
3300 N IH-35, Suite 300  
Austin, TX 78705

## **V. RESTRICTION ON LOBBYING**

In accordance with 31 USC Section 1352, CAMPO and CTRMA hereby certify that no Federal appropriated funds have been or will be paid by or on behalf of CAMPO and/or CTRMA to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, grant, loan, or cooperative agreement, CAMPO and/or CTRMA shall complete and submit standard form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. CAMPO and/or CTRMA shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly. CAMPO and its subcontractors shall require that the language of this certification be included in any subcontract exceeding \$100,000 by any tier in that any such subcontractor shall certify and disclose accordingly.

## **VI. INSPECTION OF WORK AND RETENTION OF DOCUMENTS**

All records or materials required by or produced under this Agreement, including records produced by any subcontractor to CAMPO and/or CTRMA, shall be maintained for at least four (4) years after CAMPO and/or CTRMA payment under this Agreement or the termination or expiration of this Agreement.

## **VII. PROCUREMENT**

In accordance with the Interlocal Cooperation Act, it is mutually agreed that all parties hereto shall conduct all procurements and award all contracts necessary to this Agreement in accordance with federal and state laws and regulations, including Federal Transit Administration Circular 4220.1D, if federal funds are used to execute procurement and award of services. No officer, employee, independent consultant, or elected official of either party who is involved in the development, evaluation, or decision-making process of the performance of any procurement related to this Agreement shall have a financial interest, direct or indirect, in the Agreement resulting from the procurement.

## **VIII. LEGAL CONSTRUCTION**

In case any one or more provisions contained in this Agreement shall for any reason be held to be unconstitutional, void, or invalid, illegal or unenforceable in any respect, such unconstitutionality, invalidity, illegality or unenforceability shall not affect the remaining portions of the Agreement; and this Agreement shall be construed as if such unconstitutional, void, or invalid, illegal or unenforceable provision had never been contained herein.

## **IX. LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Texas, and venue shall lie in the state courts of Travis County, Texas. The parties acknowledge and agree that each party shall be responsible for any attorney's fees incurred by that party relating to this Agreement

## **X. NON-DISCRIMINATION**

It is mutually agreed that all parties hereto shall be bound by the provisions of Title 49, Code of Federal Regulations, Part 21, which was promulgated to effectuate Title VI of the Civil Rights Act of 1964, Title 23, Code of Federal Regulations, Part 710.405(b), and Executive Order 11246 titled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR Part 60).

## **XI. INTERPRETATION OF LAWS AND AUTHORITIES**

CAMPO shall be responsible for the settlement of all contractual and administrative issues arising out of procurement entered into in support of the contract work.

**XII. ALTERATION, AMENDMENT, OR MODIFICATION**

- A. This Agreement may not be altered, amended, or modified except in writing and any alterations, amendments, or modifications must be approved by both parties.
- B. This Agreement constitutes the entire Agreement between CAMPO and CTRMA. No other agreement, statement or promise relating to the subject matter of this Agreement that is not contained in the Agreement is valid or binding

WHEREFORE, premises considered, this INTERLOCAL AGREEMENT is executed; and

Approved to be effective on the date of the last party to sign.

CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY

CAPITAL AREA METROPOLITAN  
PLANNING ORGANIZATION

By: \_\_\_\_\_  
Mike Heiligenstein,  
Executive Director

By: \_\_\_\_\_  
Ashby Johnson,  
Executive Director

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

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

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form: \_\_\_\_\_

**ATTACHMENT A  
SCOPE OF SERVICES**

Scope of Work  
CAMPO 2045 Region Active Transportation Plan

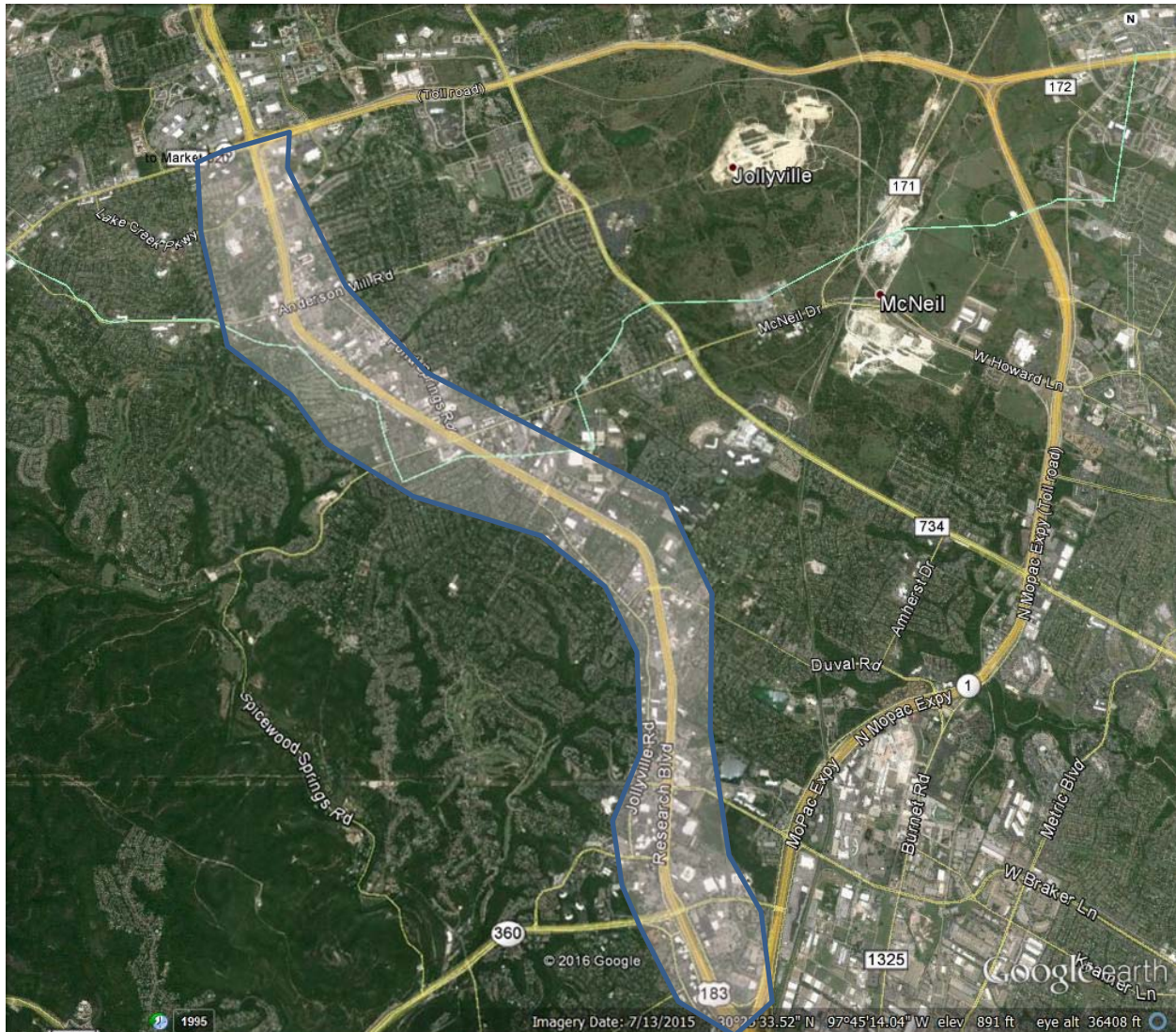
Project Name: Near Northwest Corridor – Connections Case Study

The purpose of the Near Northwest Corridor – Connections Case Study is to develop recommendations on connectivity, facility design and policy; and an implementation plan with project and policy priorities for the near-, short-, medium-, and long-terms.

This case study seeks to develop a context-sensitive corridor plan for several miles, along and adjacent to the Near Northwest Corridor, to address pedestrian and bicycle connectivity, last-mile connections, access management, multi-modal transportation elements, safety and operational improvements, and recommendations for a private realm built-form that is conducive to active transportation.

**Study Area (See below for the study area maps)**

The study area for the Near Northwest Corridor – Connections Case Study includes all areas within ½ mile of US 183 North from State Loop 1 (MoPac) on the south to SH45/RM620 and Lakeline Mall on the north. Analysis in the study area should include all corridors intersecting US 183 and parallel facilities such as Jollyville and Pond Springs. The Case Study will also investigate connections to destinations in or near the corridor such as the MoPac North pedestrian/bicycle facility, Cedar Park’s Bell Boulevard project, Brush Creek Trail, Lakeline Mall, and Capital Metro’s Park and Ride facilities, and the Lakeline Redline Station.



### **Tentative Project Timeline – Summer 2016 - December 2016 (3 - 4 months)**

#### **General Approach**

TDG proposes to conduct a multi-phase charrette as a core component of the case study. While central to the success of the study, the charrette process is only one element of TDG’s scope of work. The following paragraphs provide an overview of TDG’s process-based approach to completing the tasks identified in CAMPO’s scope of work.

#### **Project Management**

CAMPO’s Long-Range Planning Manager will serve as the CAMPO Project Manager, and the Central Texas Regional Mobility Authority (CTRMA) will serve as the local partner for this study. The CAMPO Project Manager will serve as the liaison between the CTRMA and the Consultant team. CAMPO’s Public Information Officer (PIO) will assist with project outreach, messaging and communications. TDG will identify a project manager (Darren Flusche) who will coordinate the



TDG Team’s efforts, and serve as primary point of contact. The TDG project manager will also ensure coordination with the larger regional active transportation plan effort.

This Task includes ongoing coordination, bi-weekly status updates, progress reports, etc.

## **TASK 0. Public and Stakeholder Engagement**

The TDG Team will work with CAMPO staff to provide a robust and inclusive stakeholder participation process for the case study. The TDG Project Manager will collaborate with the CAMPO PM and PIO, and CTRMA to coordinate necessary logistics for the charrettes. Public and stakeholder participation will include the following:

### **0.1 – Kick Off Meeting**

The Active Transportation Advisory Committee (ATAC) will serve as the steering committee for this case study, similar to the 2045 Active Transportation Plan. The TDG Team will travel to Austin for a project kick-off meeting with CAMPO staff and the ATAC. This collaborative meeting will be used to draft study goals that are consistent with other planning efforts impacting the study area, including the 2045 Regional Active Transportation Plan.

Suggested questions/topics for the kickoff meeting include:

- What problems must the corridor study solve?
- What solutions/alternatives are on the table for consideration?
- What kind of bicycle and pedestrian travel is meant to be accommodated by the corridor? E.g. purpose, distance, destinations.
- Prioritization: what factors are most important in prioritizing projects?
- What stakeholders will be involved in the project and who needs to be invited to the focus group meetings?
- What should be the web presence for this project, within available resources?

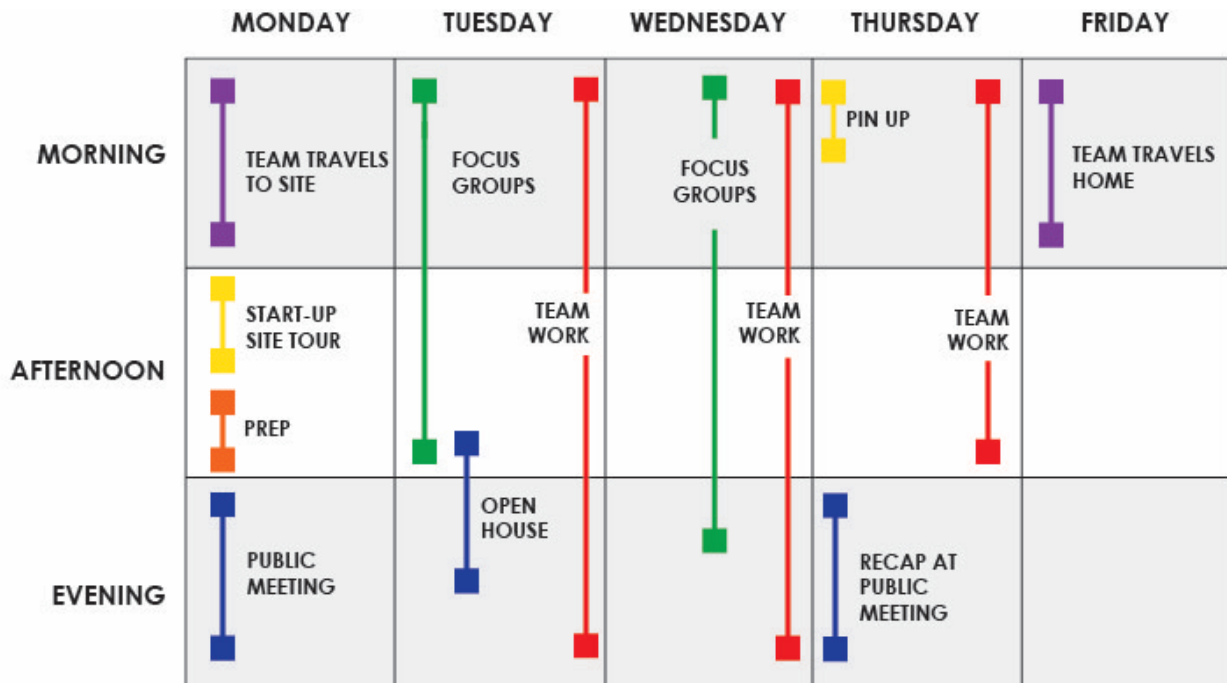
In addition to identifying key stakeholders, we will discuss the best method for engaging these individuals/groups. It is intended that the focus group meetings and most of the stakeholder engagement will occur during the two charrettes.

### **0.2 – Public Charrettes**

The TDG Team will use two week-long public charrettes to complete much of the work on the project. Stakeholder invitations and other logistics should be handled well in advance of the charrette to ensure that the meetings are on people’s calendars, rooms are reserved, etc. It is anticipated that responsibility for these logistics will be shared by the CAMPO project manager and the TDG Team’s engagement specialists. For the public portions of the charrettes, the TDG Team will develop a brief comment card that attendees can use to provide additional information or more detailed comments. The TDG Team will summarize comments received for the meeting documentation, and for incorporation into the team’s work. The following discussion describes our proposed charrette approach:

## Discovery Charrette

The first charrette will be held relatively early in the process. It is called “Discovery” as this is a time when the project team is actively collecting and digesting information about existing conditions and project objectives from stakeholders and the public. The venue for the charrette should be located within the study area, and conveniently accessed by multiple modes. The general agenda for the first charrette is illustrated on the calendar below, and may be modified to best accomplish the objectives for the event.



The TDG Team will arrive at the charrette having already completed some of the existing conditions data collection and analysis, as well as base map development (see Task 1). The bulk of day 1 will be used to familiarize the team with the study area, and prepare for the initial public meeting. The first public meeting will be used to provide an overview of the purpose and scope of the project, and solicit input on key challenges and opportunities, desired destinations and routes, etc.

Days 2 and 3 are generally used for stakeholder meetings and team work. This will include field work, additional data analysis, policy discussions with stakeholders, and development of concepts. While the stakeholder meetings may be more private to allow members to speak candidly, TDG prefers to have an open door policy on the team work sessions. At the end of Day 3, the TDG Team will have a Pin Up of draft concepts for interested members of the public.

Day 4 of the charrette will be used to document findings from the stakeholder engagement and work sessions, and refine preliminary recommendations to incorporate feedback from the Pin Up session. These materials will be incorporated into a presentation and boards that will be shared with the public at a public meeting on the evening of Day 4.

The TDG Team will use the time between charrettes to flesh out the recommendations and refine land use and active transportation alternative concepts, and document questions that will need to be answered at the second charrette. During this time the TDG Team will develop some of the cross sections and illustrative renderings (mentioned in Task 3). The TDG Team will also use this time to coordinate the direction of the Near Northwest Connections Case Study project with the larger Active Transportation effort.

### **Design Charrette**

The TDG Team will arrive at the second charrette prepared to review our preliminary recommendations with the ATAC and CAMPO Project Manager. Day 2 of the charrette will involve follow up meetings to review draft recommendations/concept plan with invited stakeholders through the focus groups, and get answers to questions. Day 3 will involve additional focus group discussions, followed by a pin up of recommendations with CAMPO staff and the ATAC. Following the staff pin up, the public will be able to review the working materials during a public open house. The charrette will culminate with an interactive public open house where the community is invited to weigh in on the draft concepts and provide input, helping the team arrive at a preferred set of recommendations.

Day 3 of the charrette will be used to finalize direction with stakeholders, the ATAC and CAMPO Project Manager. The Team will host a pin up where the ATAC and CAMPO are invited to review the draft final products and provide input. This will be followed by a public open house where the public can review the work products developed to date. On Day 4, the design team will incorporate comments on the draft final products, and develop concept plan materials for the final public meeting. This highly interactive meeting will take place in the evening on the last day.

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
MORNING	<p>TEAM TRAVELS TO SITE</p>		<p>FOCUS GROUPS</p>		<p>TEAM TRAVELS HOME</p>
AFTERNOON	<p>REVIEW WITH CLIENT</p>	<p>FOCUS GROUPS</p>	<p>PIN UP WITH CLIENT</p>		
EVENING	<p>TEAM WORK</p>		<p>OPEN HOUSE</p>	<p>FINAL PUBLIC MEETING</p>	

### 0.3 – Focus Groups/Stakeholder Meetings

During the charrettes, the TDG Team will facilitate a series of stakeholder meetings perspective of local residents, business owners, students, bicyclists, pedestrians, transit users, agency staff and other entities or specific groups recommended by the ATAC, CAMPO, and CTRMA. It is anticipated that the team will meet with 6-8 stakeholder groups over the course of the two charrettes (see Task 0.2).

### 0.4 - Project Web Page Content and Other Methods

CAMPO will develop and host a webpage dedicated to the case study. As part of Task 0, the TDG Team will develop materials for the project website. We will also provide digital copies of materials shared at the public meetings for posting on the website.

### 0.5 – Project Promotion

The TDG Team will work with the CAMPO PIO to promote the project and identify opportunities for public involvement. Included in this task will be development of draft and final versions of project flyers, distribution of project flyers (up to 50 locations) in the study area, development of content for email announcements (up to 10, to be distributed by the CAMPO PIO), and maintenance of a project contact database.

**Deliverables:**

1. Comment cards for public meeting participants to fill out, including an electronic version to post on the CAMPO case study website.
2. Content for the case study website.
3. Meeting materials including, but not limited to, informational hand-outs, written materials, sign-in sheets, the printing of meeting hand-outs, and the preparation and production of meeting display boards in high resolution color.
4. Documentation of the meetings: photographs, copies of informational displays, the number of people in attendance, copies of handouts and questionnaires, comment cards and letters received, attendance sheets from each meeting.
5. Meeting summaries of each public meeting in Microsoft Word format within 10 business days of the meeting date.
6. Project flyers, content for email announcements, project contact database (in MS Excel or similar).

**Task 1. Existing Conditions and Needs Assessment**

Task 1 covers tasks that will be undertaken by the TDG Team prior to the charrette, as well as elements that will be conducted during the charrette.

**1.1 - Review of Existing Studies, Plans, and Reports**

This task involves the review and evaluation of relevant sections of current local, state, and regional transportation and land use plans. The review will focus on plan elements related to and supportive of active transportation.

- City of Austin Bikeway Masterplan
- City of Austin Sidewalk Masterplan
- City of Austin Urban Trails Masterplan
- Imagine Austin
- CTRMA US 183 North Project Environmental Study Documents
- CTRMA MoPac North Project Environmental Study Documents
- Central Texas Greenprint for Growth
- Other previous studies relevant to the project

**1.2 - Existing Conditions**

TDG will collect data necessary to evaluate the existing active transportation network, demographic trends, and travel patterns in the study area.

TDG will map available study area data related to bicycle and pedestrian counts, bicycle/pedestrian crashes, transit ridership and boardings, vehicle AADTs, etc.

TDG will also develop maps of existing development patterns, and (to the extent feasible within the budget) future development patterns.

### **1.3 - Review of Policies and Future Projects**

The TDG Team will review and identify the various policies and future projects that impact the active transportation network safety, performance, and access in the study area. This work will start prior to the first charrette, and continue through conversations with stakeholders and interactions during the charrette. The assessment will include policies and regulations that help shape the built environment as it relates to active transportation such as complete streets ordinances/policies, zoning ordinances, parking regulations, subdivision regulations, infrastructure design manuals, and master plans.

In addition, the TDG Team will conduct a high level assessment of potential impacts on active transportation of future projects such as the US 183 North Improvements, SH 45 Improvements, MoPac North.

### **Task 1.4 - Existing Conditions and Needs Assessment Memorandum**

The TDG Team will compile the findings from the policy and plan review, existing conditions assessment, and policy analysis into a concise existing conditions and needs assessment memorandum.

#### **Deliverables:**

- Existing Conditions and Needs Assessment Memorandum

### **Task 2: Develop Concept Plan**

The TDG Team will prepare a draft concept plan for the study area based on the input gained through the Discovery charrette and the existing conditions and needs assessment. This concept plan will identify relevant projects improve the active transportation network. The concept plan will also identify supportive land uses that, if implemented, will enhance mobility, connectivity, safety and access for active transportation and transit access.

The concepts will improve and optimize the active transportation network's performance and safety in the corridor and achieve the goals developed in collaboration with the ATAC, CAMPO, CTRMA, and others at the beginning of the study. This includes development of a strategic sidewalk and bikeway network, identification of intersections that need to be improved, and typical cross sections that enhance bicyclist and pedestrian safety and comfort while still accommodating motor vehicles.

The concept plan will identify potential development pattern intensities that may change and transition along the Near Northwest Corridor and encourage a built form that is conducive for safe active transportation along the corridor. Conceptually, this will include plan view illustrations as well as an illustrative transect of development intensities.

The concept plan will also identify connections between the study area and adjacent areas such as Lakeline Mall, the MoPac North facilities, Capital Metro Park and Rides, Lakeline Redline Station, and Cedar Park’s Bell Boulevard.

**Deliverables:**

- Completed draft concept plan report narrative with graphics and methodology

**TASK 3: DRAFT RECOMMENDATIONS, IMPLEMENTATION STRATEGIES, AND PRIORITIZATION**

The TDG Team will synthesize the concept plan into near-, short-, medium- and long-term projects, and policy recommendations. Prior to formalizing the recommendations development, we will work with the CAMPO PM and the CTRMA stakeholders to understand the best format for the recommendations. Timeframes for the recommendations and implementation strategies are defined as:

- Near-Term – 1 Year or Less
- Short - Term – 2 to 4 years
- Medium-Term – 5 – 10 years
- Long-Term – 11 – 25 years or more
- Vision – 26 years +

Given the aggressive time frame for this project, the TDG Team will focus on providing more detailed information for projects that are likely to occur in the near- to medium term, are deemed a high priority by CAMPO, and are supported by the public and study area stakeholders.

Recommendations and strategies will include:

- Maps, renderings, and drawings of proposed improvements and concepts
- Recommended routes and connections to/from facilities and destinations
- Recommended roadway sections/schematics for select routes
- An implementation matrix that includes planning level or order of magnitude cost estimates and funding sources for proposed improvements (separated by implementer(s))
- Proposed changes to local development regulations, as needed
- Proposed changes to local and regional thoroughfare maps

**Deliverables:**

- Approximately five artistic renderings and/or computer generated photo simulations of (transportation) improvement concepts to help the public visualize recommended improvements of significance.
- Implementation Matrix with all recommended near-, short-, medium-, long-term and vision transportation projects and policies identifying planning level or order of magnitude cost, funding source(s), and responsible parties.

- Base maps showing the location, layout, and typical sections

#### **TASK 4: FINAL REPORT WITH RECOMMENDATIONS**

The TDG Team will prepare and deliver a final report at the conclusion of the study for review by CAMPO staff, CTRMA, and the ATAC.

The report will compile the findings and products from the existing conditions and needs assessment, charrettes and stakeholder engagement. It will describe the draft recommendations and implementation strategies. It will include maps, graphics, tables and narrative necessary to help advance the recommendations to implementation in the proposed time frames.

##### **Deliverables:**

- Brief (5 page) Executive Summary of the study report with implementation matrix, in high resolution, reproducible digital copy.
- Twenty-five (25) hard color copies of the Final Report, and fifty (50) hard color copies of the Executive Summary. Final Report and Executive Summary shall be in 8.5' X 11' format.
- All associated supporting documents located in the appendices.
- All GIS, Photoshop, InDesign, Illustrator, MSWord, MS Excel, photo, graphics and other associated files.





**CENTRAL TEXAS  
Regional Mobility Authority**

June 15, 2016  
AGENDA ITEM #18

---

Presentation and discussion on the proposed Memorandum of Agreement with Capital Metro and Capital Area Metropolitan Planning Organization to implement the Park and Ride Initiative.

Strategic Plan Relevance: Regional Mobility  
Department: Engineering  
Contact: Justin Word, P.E., Director of Engineering  
Associated Costs: N/A  
Funding Source: N/A  
Action Requested: None; Presentation and Discussion only.

Summary:

A proposed Memorandum of Agreement (MOA) between the Mobility Authority, Capital Metro, and Capital Area Metropolitan Planning Organization has been developed related to the Park and Ride Initiative. The proposed Park and Ride Initiative focuses on identifying and developing a program of Park and Ride facilities that will operate on existing and planned Mobility Authority project corridors. The MOA will identify the roles and responsibilities of each agency in advancing this Initiative.

Backup provided: Draft Memorandum of Agreement;  
Board Presentation

**MEMORANDUM OF AGREEMENT  
PARK AND RIDE INITIATIVE**

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY,  
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY,  
AND CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION**

THIS MEMORANDUM OF AGREEMENT (the “Agreement”) is made by and between the Central Texas Regional Mobility Authority (the “CTRMA”), the Capital Metropolitan Transportation Authority (“Capital Metro”), and the Capital Area Metropolitan Planning Organization (“CAMPO”). (Collectively referred to as the “Parties”)

The parties hereto agree to the following regarding the planning and development of Park and Ride (P&R) facilities that will benefit transit vehicles exclusively to provide transportation to members of the public using the managed/express lane projects being developed by the CTRMA.

**WITNESSETH**

**WHEREAS**, the CTRMA’s mission is to implement innovative, multi-modal transportation solutions that mitigate congestion and create transportation choices that enhance the quality of life and the economic vitality in the Central Texas metropolitan region (“Central Texas”); and

**WHEREAS**, Capital Metro serves as the largest provider for the Central Texas area’s public transportation, including commuter rail, bus rapid transit, express bus operations, local bus operations, rideshare programs, and paratransit services (collectively referred to as the “Services”); and

**WHEREAS**, CAMPO produces and maintains both the Long-Range Transportation Plan and the Transportation Improvement Program for the 6-County region, including those activities involving Capital Metro and the CTRMA; and

**WHEREAS**, the CTRMA is advancing a program of projects that include managed/express lane elements, that shall provide reliable travel times and travel time savings to users; and

**WHEREAS**, these managed/express lanes are free to use for Capital Metro Services as specified under Section 370.177(a-1), Transportation Code and in Section 301.004, of the CTRMA Policy Code; and

**WHEREAS**, the Parties seek to coordinate the integration of P&R facilities to serve transit vehicles using the managed/express lane projects; and

**WHEREAS**, the Parties desire to cooperate and coordinate with each other to avoid overlap or duplication of efforts, and plan, develop, and construct P&R facilities in an efficient manner in order to minimize costs while maximizing mobility to all Parties and allow the Parties to proceed with projects in a timely and cost efficient manner; and

**WHEREAS**, the agreement proposed by the Parties is more particularly described in the Roles and Responsibilities Section of this Agreement; and the initial listing of potential P&R Projects to be evaluated are identified in Appendices to this Agreement; and

**WHEREAS**, the Parties represent that they have the authority to enter into this Agreement and the Parties intend to comply with the Interlocal Cooperation Act, Texas Government Code Section 791.001, et seq.

**NOW, THEREFORE**, the Parties, in consideration of the mutual covenants and agreements herein contained, do hereby mutually agree as follows:

**I. Purpose**

The purpose of this Agreement is to memorialize the responsibilities of the Parties regarding the planning for and the development of a P&R Initiative throughout Central Texas and to solidify the mutual relationship in developing a P&R Initiative between all Parties.

**II. Description and Background**

The CTRMA, Capital Metro, and CAMPO are major partners in the development of mobility solutions for the people of Austin and the surrounding metropolitan area. All Parties have worked collaboratively over the past several years in coordinating their respective projects and creating opportunities to improve mobility. Over the past two years, the Parties have identified the need to intensify their collaboration efforts and to focus on the strategic implementation of P&R facilities that will be located in optimal locations to access the managed/express lane projects being implemented by the CTRMA, to provide convenient access and travel time savings to Capital Metro customers, and addresses the planning needs of Central Texas identified by CAMPO. The P&R Initiative is a joint effort by all Parties to address mobility solutions in Central Texas. The CTRMA project corridors related to this agreement include the North MoPac Improvement Project, the South MoPac Improvement Project, US 183 North, US 183 South, SH 71 East, the Manor Expressway, and the Oak Hill Parkway. The initial listing of potential P&R project locations to be evaluated under the conditions of this agreement, are included in the Appendix to this agreement.

**III. Roles and Responsibilities**

The parties agree to the following roles and responsibilities regarding the planning and development of P&R facilities that will benefit from the use of managed/express lanes being developed by the CTRMA.

- 1) CAMPO roles and responsibilities are agreed as follows:
  - a) Assist with the CTRMA and Capital Metro in the identification, evaluation, selection, and advancement of each P&R project; and
  - b) Include P&R projects identified in this effort in the development of the CAMPO Long-Range Transportation Plan and the Transportation Improvement Program; and amendments as needed; and
  - c) Work collaboratively with the CTRMA and Capital Metro to identify funding opportunities for P&R projects; and
  - d) Building on these efforts and other P&R projects in operation or being developed by Capital Metro and others, within their respective service areas, develop a Regional Park and Ride Plan for the 6-County CAMPO region.
  
- 2) Capital Metro roles and responsibilities are agreed as follows:
  - a) Coordinate with the CTRMA and CAMPO on P&R locations throughout Central Texas where transit services would benefit from the use of managed/express lane projects being undertaken by the CTRMA; and
  - b) Provide staff for project coordination on P&R site location, project development, and approval; and
  - c) Provide operating plans for each P&R location; and
  - d) Develop demand forecasting and service planning for each P&R location; and
  - e) Provide design standards and criteria for P&R facilities; and
  - f) Support public outreach for each P&R site location in conjunction with the CTRMA and CAMPO as appropriate; and
  - g) Serve as the liaison to the Federal Transit Administration as appropriate to maintain compliance with federal law and to retain project eligibility costs for federal funding support; and
  - h) Submit concepts and projects to CAMPO for inclusion in the region's long-range transportation plan and Transportation Improvement Program at the discretion of the Transportation Policy Board in accordance with a 3-C transportation planning process as specified in 23 CFR 450 and 49 CFR 613; and
  - i) Conduct operations and maintenance capacity analysis for each P&R location, and incorporate each approved P&R location into the Capital Metro operations and maintenance budget; and
  - j) Request Capital Metro board approval for all P&R locations as appropriate; and
  - k) Develop the branding logo and related marketing materials for the P&R Initiative; and
  - l) Provide Express Bus Service to each P&R location; and
  - m) Maintain operations and maintenance of each site after completion; and
  - n) Coordinate with CTRMA and CAMPO to develop and build upon this initial agreement by the development of a P&R guidelines document and corresponding policy to clearly link the P&R facility size, the managed/express lane travel time benefits, and the market assessment with a corresponding level of service for transit for these P&R facilities.

- 3) The CTRMA roles and responsibilities are agreed as follows:
  - a) Coordinate with Capital Metro and CAMPO on P&R locations throughout Central Texas where transit services would benefit from the use of managed/express lane projects being undertaken by the CTRMA; and
  - b) Provide staff to lead efforts on P&R site location, project development, and approval; and
  - c) In coordination with local transit operators and/or local governments, provide site narratives, preliminary site assessments, existing conditions analysis, environmental studies, preliminary design, and other planning-level activities necessary to identify, select, and acquire property for each P&R location identified; and
  - d) In coordination with local transit operators and/or local governments, evaluate the proposed and future P&R locations for efficient travel and feasible connectivity between the points of origin and destination in relationship to the managed/express lane projects; and
  - e) Conduct public outreach for each P&R site location in conjunction with Capital Metro and CAMPO; and
  - f) Request CTRMA Board approval for all P&R locations as appropriate; and
  - g) Coordinate with CAMPO and submit concepts and projects for inclusion in the long-range Transportation Plan and Transportation Improvement Program at the discretion of the Transportation Policy Board in accordance with a 3-C transportation planning process as required under 23 CFR 450 and CFR 613; and
  - h) In coordination with local transit operators and/or local governments, lead the efforts to identify potential funding needs and alternative funding sources to advance the P&R initiative.
  
- 4) Responsibilities for property acquisition, detailed design, and construction will be determined at a future time under a separate agreement when more specific information is available. Potential funding options for these efforts shall include, but not be limited to, federal and state grants, agency capital program budgeting, municipal bonding programs, and public private partnerships (P3 programs).

#### **IV. Miscellaneous**

This Agreement represents the entire agreement between the CTRMA, Capital Metro, and CAMPO. Other agencies or municipalities may join into this MOA, as associated with future locations and in particular with the P&R's included in the Appendix to this agreement.

This Agreement supersedes all other agreements, understandings or commitments, written or oral, relative to the intent of this MOA. Unless expressly provided for in this Agreement, this MOA may not be amended or modified except pursuant to a mutual written agreement or supplemental written agreement executed by each member of the Parties.

This MOA shall be governed by and interpreted in accordance with the laws of the State of Texas.

Executed by:

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Mike Heiligenstein  
Title: Executive Director

Approved as to form:

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

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Linda Watson  
Title: President/CEO

Approved as to form:

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

CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Ashby Johnson  
Title: Executive Director

Approved as to form:

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

**Appendix**  
**Initial List of Potential Park and Ride Projects**

1. North Mopac Improvement Project
  - a. Howard Lane
  
2. South Mopac Improvement Project
  - a. Escarpment Drive
  
  - b. South Bay Lane
  
  - c. Slaughter Lane
  
3. US 183 North
  - a. US 183 & 620
  
4. US 183 South
  - a. No P&R projects identified
  
5. SH 71 East
  - a. SH 71 (at SH 130 Toll)
  
6. Manor Expressway
  - a. US290 (at SH 130 Toll)
  
7. Oak Hill Parkway
  - a. Oak Hill P&R (near ACC Pinnacle Campus)







**CENTRAL TEXAS  
Regional Mobility Authority**

June 15, 2016  
AGENDA ITEM #19.A

---

Monthly briefing on the MoPac Improvement  
Project.

Strategic Plan Relevance: Regional Mobility  
Department: Engineering  
Contact: Jeff Dailey, P.E., Deputy Executive Director  
Associated Costs: N/A  
Funding Source: N/A  
Action Requested: Briefing and Board Discussion Only

Summary:

The report is a construction status update for the MoPac Improvement Project.

Backup provided: Board Presentation



**CENTRAL TEXAS  
Regional Mobility Authority**

June 15, 2016  
AGENDA ITEM #19.B

---

183 South Project briefing on intersection  
configuration

Strategic Plan Relevance: Regional Mobility  
Department: Engineering  
Contact: Justin Word, P.E., Director of Engineering  
Associated Costs: N/A  
Funding Source: N/A  
Action Requested: Briefing and Board Discussion Only

Summary:

This briefing is an update to the Board regarding the configuration of intersections along the 183 South corridor.

Backup provided: Board Presentation



June 15, 2016  
AGENDA ITEM #20

---

Executive Director's Report.

**CENTRAL TEXAS  
Regional Mobility Authority**

Strategic Plan Relevance: Regional Mobility  
Department: Executive  
Contact: Mike Heiligenstein, Executive Director  
Associated Costs: N/A  
Funding Source: N/A  
Action Requested: Briefing and Board Discussion Only

Summary:

Executive Director's Monthly Report

Backup provided: Executive Director's Report



# PROJECT UPDATES

## MoPac Improvement Project



- CH2M construction resources increased over the previous month. During the last few months, field staff regularly exceeded 350 per day. Several days, staff exceeded 400 in order to complete major work activities.
- CH2M continues to demonstrate the appropriate level of labor; however, the work progress projections are being hampered by heavy rain and thunderstorm (electrical) weather which impacted the northbound milestone completion.
- The Mobility Authority, the GEC, and CH2M are negotiating a number of change orders to change the payment structure to lump sum versus time and material.
- Eleven change orders were recently presented to TxDOT and FHWA for formal review and comment regarding a “No Red Flags” determination. These actions are providing additional cost certainty to the project change orders.
- Sound wall drilled shafts are 79% complete project-wide; sound wall panels are approximately 30% complete project-wide.
- The project team hosted a successful FHWA audit on April 20, 2016.
- Paving operations for the final (PFC) driving surface began over the past several weekends on the northern half of the project. PFC paving continues on the mainlanes and Express Lanes during the week, overnight, between FM 2222 and

Parmer Lane. The contractor paved more than 30% of this section needed to open the Express Toll Lanes northbound.

## 183 North Environmental Study



- The Texas Department of Transportation issued a Finding of No Significant Impact (FONSI) for the proposed improvements on April 27, 2016, allowing the project to proceed into final design and construction. The project team continues to meet with stakeholders and respond to public comments.
- A value engineering study, as required by FHWA for major projects, was held from May 9 to May 12, 2016. The value engineering team provided recommendations to lower cost, improve quality, and phase the project. The draft recommendations included potential alternative configurations to the RM 620 direct connectors.
- The Mobility Authority continues to work with project partners to identify funding for design and construction. Potential funding sources include revenue bonds and TxDOT Congestion Relief Initiative Funding for non-tolled elements, such as the additional fourth general purpose lane.

## MoPac South Environmental Study



- A lawsuit was filed to stop the MoPac South project, as well as SH 45SW and the intersection improvements of MoPac and Slaughter Lane and LaCrosse Avenue. The filing of this lawsuit and the preparation of a formal response impacted the schedules for these projects. The MoPac South Environmental Study continues to move forward, but not at the pace originally anticipated. Next steps include the identification of an Express Lane configuration to move forward; a date for this milestone has not been established, pending the outcome of the lawsuit.

## SH 45SW Project



- A lawsuit was filed to stop the MoPac South project, as well as SH 45SW and the intersection improvements of MoPac and Slaughter Lane and LaCrosse Avenue. The filing of this lawsuit and the preparation of a formal response has impacted the schedules for these projects.
- Final design refinements are underway to prepare plans for advertisement.
- The design team included refinements which would reduce environmental impacts and improve safety. These design refinements required a reevaluation of the environmental impacts in the area of the changes. Approval on the reevaluation is anticipated in mid-2016.
- The Mobility Authority interviewed teams for an Independent Environmental

Compliance Management consultant. A selection recommendation is expected soon.

- The procurement process for a Construction Engineering & Inspection consultant is ongoing. A selection recommendation is expected soon.
- Letting for construction is anticipated in mid-2016.
- Construction is anticipated to start in late 2016.

## 183 South Project



- Alerts regarding lane closures and construction activity have been posted on the website and twitter as well as emailed and sent via text to those who signed up for these services. In cases of larger closures, more advanced outreach has occurred; specifically to the Springdale Shopping Center about a future closure of five driveways.
- Community outreach staff answer the 24/7 hotline. Questions have included asking for more project information, sound walls information, and concerns about tree removal.
- The Community Outreach Team held the following meetings within the last month:
  - Knollwood at the Colorado Neighborhood – 4/26
  - ABIA tenants – 4/27
  - Paul Huynh – 5/2
  - Turner-Roberts Rec Center – 5/5
  - Pecan Springs/Springdale Neighborhoods – 5/14
  - Rep. Rodriguez Town Hall – 5/14
  - YMCA Splash Day – 5/21
- Upcoming Public Involvement meetings include:
  - SH 71 Turnaround Neighborhood Meeting – to be scheduled in June

- On-going coordination with affected business within the corridor.
- Finalized and disseminated the April E-Newsletter.
- Weekly Coordination Meetings are held between the oversight team and Colorado River Constructors to successfully work through many of the design, right-of-way and utility challenges on this project.
- CRC is completing submittals for their 65% and 100% Design plans and Release for Construction (RFC) submittals. Early Release for Construction (ERC) are being processed to stay ahead of ongoing construction efforts. The oversight team continues to review each of these submittals to both ensure contract compliance and quality is being maintained.
- All of CRC project management plans have been approved and have received final approval from the Mobility Authority. The Project Management Plan was submitted to TxDOT/FHWA for their review and approval – this document includes most of CRC’s management plans.
- ROW Acquisition efforts to complete acquisition prior to the March 8, 2016 deadline as specified in the D/B contract are completed. All 12 of the land parcels and all six easements are now available for construction.
- Utility coordination remains a key function of schedule success as CRC is working with 15 different utility companies in securing the necessary agreements for relocations. Currently the contractor has reached agreements (MUAAs) with 8 utility companies, and 3 more are nearing completion.
- An InterLocal Agreement (ILA) between City of Austin Water and Wastewater and the Mobility Authority has been approved by both the Austin City Council and the Mobility

Authority Board. Final efforts are being taken to complete execution of this agreement.

- Key tasks to date include:
  - Continue installation of tree protection and erosion control devices
  - Continue clearing and grubbing activities
  - Continue asbestos removal on the Manor/Springdale bridge
  - Continue setting construction barrier and striping in the area of Manor/Springdale and Colorado River
  - Begin drainage work in area of Manor/Springdale
- The project construction offices are nearing completion and should be in operation in June.

### **Kellam Road, Phase I Project**



*Kellam Rd. open to traffic*

- Signal construction on Pearce was completed in January and will undergo a 30-day test period once Austin Energy installs the transformer.
- Final surveying of ponds was completed. K. Friese prepared a report determining the non-conforming items that will go on the final punch list.
- Met with Contractor early March to outline non-conforming work and remaining required activities.

## 290 East Toll (Manor Expressway) Phase II



- CTMC is submitting final documentation to achieve Final Acceptance. Final Acceptance is anticipated in June 2016.

## 290 East Toll Interim Intersection Project

- The 290 East Toll/SH 130 Operational Interim Improvements construction began in April. We anticipate that the interim improvements could be open to traffic as early as summer 2016.

## Oak Hill Parkway Project



- Efforts with TxDOT and the City of Austin continue for potential off-site water detention facilities.
- The design level schematics for both Alternatives A and C have been refined as a result of continued stakeholder outreach and public comment from the sixth open house.
- The environmental study team has begun the robust analysis of Alternatives A, C, and the No Build Alternative against the phase three evaluation criteria. The results of this analysis will indicate the preferred alternative. We anticipate the evaluation results as well as the full Draft Environmental Impact Statement being made available for public review and comment in 2017. A public hearing is anticipated to be held in the first quarter of 2017.

- Stakeholder outreach has continued. The team anticipates holding a public workshop on environmental issues in late June.

## SH 71 Toll Lanes



- Coordination meetings between McCarthy and the Toll Integrator continue with a focus on construction now that the design is complete; toll system integrator work should begin in early June.
- Emphasis is to complete the FM 973 interchange; all drill shafts were completed, and work is underway on columns.
- Marketing efforts have launched, including coordination with TxTAG marketing personnel.



Pay by Mail Operational Complexities.

**CENTRAL TEXAS**  
**Regional Mobility Authority**

Strategic Plan Relevance: Regional Mobility  
Department: Operations  
Contact: Tracie Brown, Customer Care and Toll Operations Manager  
Associated Costs: N/A  
Funding Source: N/A  
Action Requested: Briefing and Board Discussion Only

Summary:

In addition to ensuring the integrity of the Mobility Authority's toll system and collecting revenue, the Operations Team also assists customers in understanding their billing issues. Today's presentation, "Pay By Mail Operational Complexities," illustrates some of the common customer complaints and how our department addresses the intricate scenarios involved.

Backup provided: Board presentation.





**CENTRAL TEXAS  
Regional Mobility Authority**

June 15, 2016  
AGENDA ITEM #21

---

*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).



**CENTRAL TEXAS  
Regional Mobility Authority**

June 15, 2016  
AGENDA ITEM #22

---

*EXECUTIVE SESSION*

*Executive Session:*

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



**CENTRAL TEXAS  
Regional Mobility Authority**

June 15, 2016  
AGENDA ITEM #23

---

*EXECUTIVE SESSION*

*Executive Session:*

Discuss personnel matters as authorized by §551.074 (Personnel Matters).