



**CENTRAL TEXAS
Regional Mobility Authority**

Regular Meeting of the Board of Directors

9:00 a.m.

Wednesday, September 28, 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*

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.

Convene the Audit Committee Meeting

3. Audit Committee Meeting
 - A. Audit Committee meeting called to order by Committee Chairman Bennett.
 - B. Introduction of external auditors from Padgett, Stratemann & Co., L.L.P.
 - C. Discuss, consider, and take appropriate action to accept the Fiscal Year 2016 Audit Reports.
 - D. Adjourn Audit Committee.

Reconvene the Board Meeting

Consent Agenda

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

4. Approve an Interlocal Agreement with TxDOT to provide a secure area at the TxTag Customer Service Center for CTRMA customer service representatives.
5. Authorize negotiation and execution of an Advance Funding Agreement with the Texas Department of Transportation for Highway Emergency Response Operator Patrol Services
6. Approve Amendment No. 7 to the contract with W.P. Engineering Consultants, Inc., to continue providing services for the HERO Program.
7. Approve Work Authorization No. 4 with Parsons Brinckerhoff, Inc. for general engineering consultant services related to the HERO Program.
8. Adopt the 2017 Texas County and District Retirement System contribution rate.
9. Approve Amendment No. 8 to the Agreement with Stantec Consulting Services, Inc. for traffic and revenue consulting services.

Regular Items

Items to discuss, consider, and take appropriate action.

10. Approve the minutes for the September 7, 2016 Regular Board.
11. Accept the financial statements for August 2016.
12. Approve a financial assistance agreement and State Highway Fund loan agreement with the Texas Department of Transportation for the SH 45 SW Project.
13. Authorize negotiation and execution of a Project Development Agreement with the Texas Department of Transportation for the SH 45 Southwest Project.
14. Exercise the option of the Mobility Authority under state law to develop, finance, construct, and operate the Manor Expressway (290E) Phase III Project as a toll project.
15. Discuss, consider and take appropriate action on the Mobility Authority's involvement in a study on the viability of urban cable in Central Texas.

Briefings and Reports

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

16. Monthly briefing on the MoPac Improvement Project.

17. Discussion of Toll Rate Escalation for calendar year 2017.
18. Executive Director's Report.

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:

19. 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).
20. Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects, as authorized by §551.071 (Consultation with Attorney).
21. Discuss personnel matters as authorized by §551.074 (Personnel Matters).

Reconvene in Open Session.

22. 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.

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.

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

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

*Mobility Authority Board Meeting Agenda
Wednesday, September 28, 2016*

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.

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CENTRAL TEXAS
Regional Mobility Authority

September 28, 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**

September 28, 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**

September 28, 2016
**AUDIT COMMITTEE MEETING
AGENDA ITEM #3**

Accept the Independent Audit Reports by
Padgett, Stratemann & Co., L.L.P, for the
Fiscal Year Ending June 30, 2016.

Strategic Plan Relevance: Regional Mobility/Innovation/Economic Vitality/ Sustainability
Department: Finance
Contact: Bill Chapman, Chief Financial Officer
Associated Costs: Not Applicable
Funding Source: Not Applicable
Action Requested: Consider and act on draft resolution

Summary:

Each year the Mobility Authority engages an independent CPA firm to conduct the Authority's required annual audit and single audit. Padgett, Stratemann & Co., L.L.P. has completed the annual audit for FY 2016 and will present those reports to the Audit Committee.

The draft resolution accepts the annual audits for FY2016.

Backup provided: FY 2016 Audit Reports; Draft Board Report, Audited Financial Statements; Single Audit Reports.
Draft Resolution

**MEETING OF THE AUDIT COMMITTEE
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 16-0XX

**ACCEPT THE INDEPENDENT AUDIT REPORTS BY PADGETT,
STRATEMANN & CO., LLP, FOR THE FISCAL YEAR ENDING JUNE 30, 2016**

WHEREAS, by Resolution No. 09-50 enacted July 31, 2009, the Board of Directors established the Audit Committee as a standing committee of the Board of Directors, consisting of all of the members of the Board of Directors; and

WHEREAS, under Resolution No. 09-50 and Section 101.036 of the Mobility Authority Policy Code, the Audit Committee is authorized to exercise all powers and authority of the Board of Directors with respect to Mobility Authority finances, and accordingly acts as, and on behalf of, the Board of Directors with respect to the matters addressed by this resolution; and

WHEREAS, the firm of Padgett, Stratemann & Co., LLP, has been engaged to provide an independent audit of the finances of the Central Texas Regional Mobility Authority for the fiscal year ending on June 30, 2016, and has presented that audit to the Audit Committee; and

WHEREAS, the Audit Committee has reviewed the “Basic Financial Statements”, the “Basic Financial Statements & Federal Awards Compliance Report” and the “Basic Financial Statements & State Awards Compliance Report” prepared by Padgett, Stratemann & Co., LLP, attached respectively as Exhibits A, B, and C to this resolution, and has heard and considered the presentation on the audit by Padgett, Stratemann & Co., LLP.

NOW THEREFORE, BE IT RESOLVED, that the Audit Committee accepts the independent audit reports of the Central Texas Regional Mobility Authority for the fiscal year ending on June 30, 2016; and

BE IT FURTHER RESOLVED that this resolution constitutes approval by the Audit Committee of the investment reports required by 43 *Texas Administrative Code* Rule §26.61.

Adopted by the Audit Committee of the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of September, 2016.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Robert L. Bennett, Jr.
Chairman, Audit Committee

EXHIBIT A

Basic Financial Statements

EXHIBIT B

Basic Financial Statements & Federal Awards Compliance Report

(Note: Refer to Exhibit A for Basic Financial Statements which have been omitted from the hard copy of this Exhibit B to avoid unnecessary printing of duplicative information. A full copy of each report has been presented to the Audit Committee and is available on the CTRMA website.)

EXHIBIT C

Basic Financial Statements & State Awards Compliance Report

(Note: Refer to Exhibit A for Basic Financial Statements which have been omitted from the hard copy of this Exhibit C to avoid unnecessary printing of duplicative information. A full copy of each report has been presented to the Audit Committee and is available on the CTRMA website.)



**CENTRAL TEXAS
Regional Mobility Authority**

September 28, 2016
AGENDA ITEM #4

Approve an Interlocal Agreement with
TxDOT to provide a secure area at the
TxTAG Customer Service Center for CTRMA
customer service representatives

Strategic Plan Relevance: Regional Mobility
Department: Operations
Contact: Tim Reilly
Associated Costs: Not to exceed \$15,000.00
Funding Source: Operation Budget
Action Requested: Consider and act on draft resolution

Summary: Currently, the CTRMA vendor that works out of the TxTAG Customer Service Center to process CTRMA Pay-by-Mail invoices is located in the building entry area. Because that area is not secure, the vendor is not able to accept cash as a payment instrument for their CTRMA Pay-by-Mail invoice. TxDOT has offered to build out a secured area for our vendor, to include a walk-up counter and pass-thru window, for a price not to exceed \$15,000.00. Once completed, the CTRMA will be able to accept cash payments at that location for CTRMA Pay-by-Mail invoices.

Backup provided: Proposed Interlocal Agreement
Draft Resolution

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

RESOLUTION NO. 16-0XX

**APPROVING AN INTERLOCAL AGREEMENT WITH THE
TEXAS DEPARTMENT OF TRANSPORTATION TO PROVIDE A SECURE AREA AT THE
TXTAG CUSTOMER SERVICE CENTER FOR CTRMA CUSTOMER SERVICE
REPRESENTATIVES**

WHEREAS, by Resolution No. 16-047, dated July 27, 2016, the Board of Directors approved an interlocal agreement with the Texas Department of Transportation (“TXDOT”) and the Mobility Authority to co-locate personnel for the purposes of serving Pay-By-Mail customers of both agencies; and

WHEREAS, the co-located CTRMA vendor that processes CTRMA Pay-by-Mail invoices is currently operating in the building entry area of the TxDOT Customer Service Center; and

WHEREAS, the vendor is unable to accept cash as payment for a CTRMA Pay-by-Mail invoice because the building entry area is not secure;

WHEREAS, the Executive Director has developed a proposed interlocal agreement with TXDOT to modify the TxTAG Customer Service Lobby to build out a secured area, including a walk-up counter and pass-thru window for an amount not to exceed \$15,000.00; and

WHEREAS, the Executive Director recommends approval of the proposed interlocal agreement with TXDOT.

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 the interlocal agreement on behalf of the Mobility Authority, in the form or substantially the same form as Exhibit A hereto.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of September, 2016.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

Interlocal Agreement

Contract Services Transmittal Form

<p>From: Texas Department of Transportation Toll Operations Division</p>	<p>Contact Person: Tim Anderson Phone No.: 512/ 874-9252</p>
<p>Subject: Customer Service Counter Modifications</p>	
<p>Central Texas Regional Mobility Authority</p>	<p>\$15,000</p>
<p>Are any federal funds used in this contract? No</p> <p>If yes, what kind of federal funds.</p>	
<p>Was the standard interlocal or amendment format modified? Yes _____ No <u> X </u></p> <p>If modified, date of Contract Services approval: _____</p> <p>Modifications made are as follows:</p>	

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT

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

I. CONTRACTING PARTIES:

The Texas Department of Transportation	TxDOT
Central Texas Regional Mobility Authority	CTRMA

II. PURPOSE: Reimbursement for Customer Service Lobby Modifications at the TxTag Customer Service Center.

III. STATEMENT OF SERVICES TO BE PERFORMED: TxDOT will undertake and carry out services described in **Attachment A**, Scope of Services.

IV. CONTRACT PAYMENT: The total amount of this contract shall not exceed \$15,000 and shall conform to the provisions of **Attachment B**, Budget. Payments shall be billed monthly.

V. TERM OF CONTRACT: This contract begins when fully executed by both parties and terminates on final payment or when otherwise terminated as provided in this Agreement.

VI. LEGAL AUTHORITY:

THE PARTIES certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

The governing body, by resolution or ordinance, dated _____, has authorized the Local Government to obtain the services described in **Attachment A**.

This contract incorporates the provisions of **Attachment A**, Scope of Services, **Attachment B**, Budget, **Attachment C**, General Terms and Conditions, **Attachment D**, Resolution or Ordinance and **Attachment E**, Location Map Showing Project.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (Name of Local Government)

By _____ Date _____
AUTHORIZED SIGNATURE

TYPED OR PRINTED NAME AND TITLE

Title _____

FOR THE STATE OF TEXAS

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

By _____ Date _____
Richard Nelson
Director of Toll Operations

ATTACHMENT A**Scope of Services**

Reimbursement for modifications of the TxTAG Customer Service Center lobby, customer service window, to install a glass partition at the CTRMA customer service representative workstation.

130" x 64" OPENING Divided into Nine Sections
1" Laminated Safety Glass
Including Storefront Aluminum and Glass
The top three pieces of glass will be solid
The three middle pieces of glass will have a 6" hole for verbal communication.
The bottom three sections will be fabricated for pass through transactions with break metal.

ATTACHMENT B**Budget****Estimated Cost of Work**

Description	QTY	Unit	Amount	Total
Lobby Glass Material and Installation	1	Each	9500	\$9,500
Additional Labor for Saturday Installation	24	Hour	70	\$1,680
Contingency	1	Each	10%	\$1,118
Total Cost				\$12,298

ATTACHMENT C

General Terms and Conditions

Article 1. Amendments

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

Article 2. Conflicts Between Agreements

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

Article 3. Disputes

TxDOT shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services.

Article 4. Ownership of Equipment

Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by TxDOT under this contract shall be owned by TxDOT.

Article 5. Termination

This contract terminates at the end of the contract term, when all services and obligations contained in this contract have been satisfactorily completed, by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first.

Article 6. Gratuities

Any person who is doing business with or who reasonably speaking may do business with TxDOT under this contract may not make any offer of benefits, gifts, or favors to employees of TxDOT. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Executive Director of the Texas Department of Transportation.

Article 7. Responsibilities of the Parties

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

Article 8. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

Article 9. State Auditor's Provision

The state auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 10. Signatory Warranty

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

Article 11. Notices

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

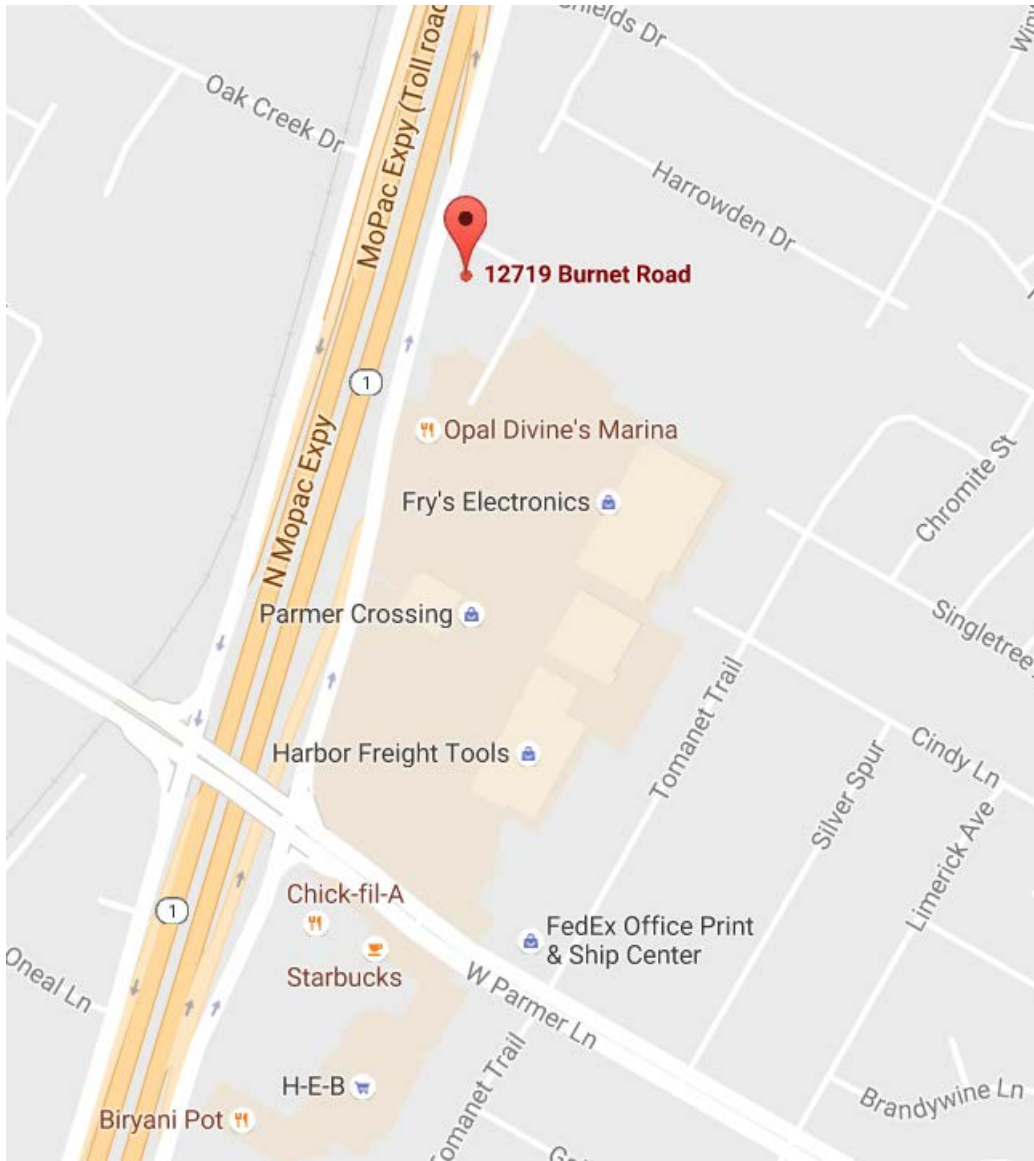
Local Government:	Central Texas Regional Mobility Authority 3300 N IH-35, Suite 300 Austin, TX 78705
TxDOT:	TxTAG Customer Service Center 12719 Burnet Road Austin, TX 78727

All notices shall be deemed given on the date delivered in person or deposited in the mail. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

ATTACHMENT D
Resolution or Ordinance

ATTACHMENT E

Location Maps Showing Project





**CENTRAL TEXAS
Regional Mobility Authority**

September 28, 2016
AGENDA ITEM #5

Authorize negotiation and execution of an Advance Funding Agreement with the Texas Department of Transportation for Highway Emergency Response Operator Patrol Services

Strategic Plan Relevance: Regional Mobility
Department: Operations
Contact: Tim Reilly, Director of Operations
Associated Costs: \$3,916,050
Funding Source: FHWA \$2,948,000; TxDOT \$968,050
Action Requested: Consider and act on draft resolution

Summary:

The Board approved the Mobility Authority to enter into an Advanced Funding Agreement with TxDOT at their July 7, 2012 meeting for payment related to Surface Transportation Program Metropolitan Mobility (STP-MM) for the HERO Patrol Service Program. The Board approved Amendment No. 1 at the February 24, 2016 meeting to extend services through September 30, 2016. This new Advance Funding Agreement will authorize the Mobility Authority to provide the HERO Patrol Service Program through January 31, 2018.

A draft agreement will be provided in the latest form and content offered by TxDOT, but additional negotiation may be necessary to reach a final agreement.

Backup provided: Draft Advanced Funding Agreement
Draft Resolution

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

RESOLUTION NO. 16-0XX

**APPROVE AN ADVANCE FUNDING AGREEMENT WITH
THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE HERO PROGRAM**

WHEREAS, by Resolution No. 12-043, dated July 25, 2012, the Board of Directors approved an Advanced Funding Agreement (the "AFA") with the Texas Department of Transportation ("TXDOT") for the Highway Emergency Response Operator Patrol Services ("HERO Program"); and

WHEREAS, by Resolution No. 16-006, dated February 24, 2016, the Board of Directors approved Amendment No. 1 extending the original AFA to September 30, 2016 and increasing the allocated funds to \$6,040,082 for the HERO Program; and

WHEREAS, TXDOT has authorized a new Advance Funding Agreement to provide \$3,916,050 to extend the HERO Program to January 31, 2018; and

WHEREAS, the Board has determined it is in the best interests of the Mobility Authority and the traveling public to continue the HERO Program using the funds to be made available under the new Advanced Funding Agreement.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby approves the new Advanced Funding Agreement and authorizes the Executive Director to finalize negotiations and execute the Advanced Funding Agreement for the HERO Program in the form or substantially the same form attached to this resolution as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of September, 2016.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

STATE OF TEXAS §
COUNTY OF TRAVIS §

**NON-CONSTRUCTION
ADVANCE FUNDING AGREEMENT
for a Highway Emergency Response Operator Program (HERO)
On-System Surface Transportation Program Metropolitan Mobility**

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

BACKGROUND

Federal law establishes federally funded programs for transportation improvements to implement its public purposes, including the Highway Emergency Response Operator Program (HERO). Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and Federal funds. The Texas Transportation Commission passed Minute Order Number 114264, which provides for development of and funding for the Project identified in this agreement. The Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, 20__, which is attached to and made part of this agreement as Attachment A.

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

AGREEMENT

1. Period of the Agreement

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the close of ordinary business on January 31, 2018.

2. Scope of Work

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

3. Local Project Sources and Uses of Funds

A. The total estimated cost of the Project is shown in Attachment C – Project Budget Estimate, which is attached and made part of this agreement. The State will pay for only those Project costs that have been approved by the Texas Transportation

Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for one hundred percent (100%) of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

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

- H. If the Project has been approved for incremental payments under 43 TAC §15.52, Attachment C will clearly state the amount of the incremental payment schedule. If the Local government is an Economically Disadvantaged County and if the State has approved adjustments to the standard financing arrangement, Attachment C will reflect those adjustments.
- I. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- J. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

4. Termination

This agreement may be terminated:

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

5. Amendments

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

6. Remedies

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

7. Notices

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

Local Government:	State:
Executive Director Central Texas Regional Mobility Authority 301 Congress Avenue, Suite 650 Austin, Texas 78701	Director of Contract Services Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

8. Legal Construction

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

9. Responsibilities of the Parties

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

10. Ownership of Documents

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

11. Compliance with Laws

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

12. Sole Agreement

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

13. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

14. Procurement and Property Management Standards

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

15. Inspection of Books and Records

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

16. Civil Rights Compliance

- A. Compliance with Regulations:** The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time.
- B. Nondiscrimination:** The Local Government, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports:** The Local Government shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any

information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the Local Government under the contract until the Local Government complies and/or
 - 2. cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (E) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event an Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Local Government may request the Texas Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

17. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and

as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

18. Debarment Certifications

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

19. Lobbying Certification

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

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the

Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

20. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

21. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://www.txdot.gov/inside-txdot/office/audit/contact>.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

22. Non-Discrimination Provisions

- A. Relocation Assistance: The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects.
- B. Disability:
1. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. Seq.), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27.
 2. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by the Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- C. Age: The Age Discrimination Act of 1974, as amended, (42 U.S.C. § 6101 et. Seq.), prohibits discrimination on the basis of age.
- D. Race, Creed, Color, National Origin, or Sex:
1. The Airport and Airway Improvement Act of 1982 (49 U.S.C. § 4.71, Section 4.7123), as amended, prohibits discrimination based on race, creed, color, national origin, or sex.
 2. The Federal Aviation Administration's Nondiscrimination state (4 U.S.C. § 47123) prohibits discrimination on the basis of race, color, national origin, and sex.
 3. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et. seq.), prohibits discrimination on the basis of sex.
 4. Title IX of the Education Amendments of 1972, as amended, prohibits discrimination because of sex in education program or activities (20 U.S.C. 1681 et. seq.).
- E. Civil Rights Restoration Act: The Civil Rights Restoration Act of 1987 (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs and activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not.
- F. Minority Populations: Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority and low-income populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- G. Limited English Proficiency: Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin

discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the Engineer must take reasonable steps to ensure that LEP persons have meaningful access to its programs (70 Fed. Reg. at 74087 to 74100).

22. Signatory Warranty

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

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

THE LOCAL GOVERNMENT

Signature

Mike Heiligenstein

Typed or Printed Name

Executive Director

Title

Date

THE STATE OF TEXAS

Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

Date

CSJ #0914-00-386
District #14-AUS
Code Chart 64 #60432
Project: HERO Patrol Services
Federal Highway Administration
CFDA Title: Highway Planning and Construction
CFDA No.: 20.205
Not Research and Development

ATTACHMENT A
RESOLUTION OR ORDINANCE

ATTACHMENT B SCOPE OF WORK

The Local Government shall provide the Highway Emergency Response Operation (HERO) Patrol Service Program. The HERO program assists law enforcement agencies and/or other emergency and support response agencies with incident management following accidents and facilitating roadway clean-up. Coverage work shall include providing staff, a total of 12 vehicles (by section as listed below plus a spare), and materials necessary for providing roadside assistance with vehicle breakdowns, assisting with incident management following accidents, and facilitating clean-up. The Local Government shall provide the vehicles according to the following specifications: new or almost new, full size pickup truck vehicles, three-quarter (3/4) ton, long-bed pickup capable of carrying the necessary equipment and vehicle accessories. Extended cab, four-door trucks are optional. Each vehicle must have seat belts for passengers on both the front and, if a four-door, on rear cab benches. The Local Government may suggest alternative vehicles for use as long as the required HERO Patrol service functions are able to be demonstrated.

Service coverage shall be performed by the Local Government from 6 a.m. to 9 p.m., Monday through Friday, except for holidays approved, and as otherwise requested, by the Local Government.

A Notice to Proceed shall be issued for the following coverage for the main lanes and frontage roads:

1. I-35 - between SH-130, north of Georgetown and Yarrington Road, south of Kyle (4 vehicles)
2. I-35 – Yarrington Road, south of Kyle to Hays/Comal County Line (1 vehicle)
3. US 183 - its intersections with US 290 and Lakeline Boulevard (2 vehicles)
4. US 183 – SH 45 South East and SH 71 (1 vehicle)
5. TX 71 – US 183 and RM 2244 (1 vehicle)
6. TX-1/MOPAC – South of the River to SH 45 (1 vehicles)
7. 290 West – SH 71 in Oak Hill and Travis/Hays County Line(1 vehicle)

The State may issue subsequent Notices to Proceed for additional coverage zones and/or operating hours and days, if additional funding becomes available and an amendment to this agreement fully executed.

The Local Government shall provide the following reports for each quarter:

- Activity Report - summarizes the daily logs prepared by each operator; motorist comment cards, and request of service forms;
- Safety Report – lists safety assignments and on the job safety incidents involving operators; and
- Incident Response Report - includes information on incident response, roadway; and incident clearance times.

CSJ #0914-00-386
District #14-AUS
Code Chart 64 #60432
Project: HERO Patrol Services
Federal Highway Administration
CFDA Title: Highway Planning and Construction
CFDA No.: 20.205
Not Research and Development

Reports shall be due by the 15th, or if the 15th falls on a weekend, the first working day after the 15th, of each January, April, July, and October. The first report shall be due on October 17, 2016, and the last report shall be due on January 15, 2018.

**ATTACHMENT C
 PROJECT BUDGET ESTIMATE**

Costs will be allocated based on applicable Federal/State funding until the federal/state funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
HERO (by Local Government)	\$3,685,000	80 %	\$2,948,000	20%	\$737,000	0%	\$0
Direct State Costs	\$36,850	0%	\$0	100%	\$36,850	0%	\$0
Indirect State Costs (5.27%)	\$194,200	0%	\$0	100%	\$194,200	0%	\$0
TOTAL	\$3,916,050		\$2,948,000		\$968,050		\$0

Initial payment by the Local Government to the State: \$0 This is an estimate.
 The final amount of Local Government participation will be based on actual costs.



**CENTRAL TEXAS
Regional Mobility Authority**

September 28, 2016
AGENDA ITEM #6

Approve Amendment No. 7 to the contract with W.P. Engineering Consultants, Inc., to continue providing services for the HERO Program

Strategic Plan Relevance: Regional Mobility
Department: Operations
Contact: Tim Reilly, Director of Operations
Associated Costs: \$3,661,520 (not to exceed)
Funding Source: General Funds, Reimbursed with TxDOT and FHWA funds pursuant to the Advanced Funding Agreement with TxDOT.
Action Requested: Consider and act on draft resolution

Summary:

The Board approved the Mobility Authority to enter into an agreement with W.P. Engineering, Inc. on May 26, 2010 for professional services and deliverables for various tasks related to the HERO Program. TxDOT has authorized a new Advance Funding Agreement to allocate additional funds to the HERO Program. Amendment No. 7 is to maximize the allocated project funds by increasing the W.P. Engineering, Inc. Contract by \$3,661,520 to a total of \$10,926,520, and extending the terms of the Contract to January 31, 2018.

Backup provided: Draft Amendment
Draft Resolution

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

RESOLUTION NO. 16-0XX

**APPROVING AMENDMENT NO. 7 TO THE CONTRACT WITH W.P. ENGINEERING
CONSULTANTS, INC., FOR OPERATION OF THE HERO PROGRAM**

WHEREAS, the Mobility Authority entered into a contract with W.P. Engineering Consultants, Inc., effective July 19, 2010, for safety patrol and related services provided under the Highway Emergency Response Operator program (“HERO Program”); and

WHEREAS, the Texas Department of Transportation has authorized a new Advance Funding Agreement (AFA) in the amount of \$3,916,050 for the program; and

WHEREAS, the Executive Director and W.P. Engineering Consultants, Inc. have agreed to an Amendment No. 7 to the July 19, 2010 contract to continue the HERO Program, increasing the contract amount by \$3,661,520 to a total of \$10,926,520, and extending the term to January 31, 2018; and

WHEREAS, the Executive Director recommends that the Board approve the proposed amendment, a copy of which is attached to this resolution as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board authorizes the Executive Director to finalize and execute the proposed contract amendment with W.P Engineering Consultants, Inc., 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 28th day of September, 2016.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

**AMENDMENT NO. 7 TO
AGREEMENT FOR HIGHWAY EMERGENCY RESPONSE OPERATOR
PATROL SERVICES**

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AND
W.P. ENGINEERING CONSULTANTS, INC.**

This Amendment No. 7 to the “Agreement for Highway Emergency Response Operator (“HERO”) Patrol Services” (“Amendment”) by and between the Central Texas Regional Mobility Authority (“Mobility Authority”) and W.P. Engineering Consultants, Inc. (“Contractor”) is entered into effective as of October 1, 2016.

WHEREAS, the Mobility Authority and the Contractor entered into the agreement dated effective July 19, 2010 (the “Contract”) and Amendment No. 6 dated effective February 29, 2016, wherein the Mobility Authority amended the maximum amount payable under the Contract to \$7,265,000 and extended the term of the Contract for all purposes until September 30, 2016;

WHEREAS, the Mobility Authority amended the current “Advance Funding Agreement” for the HERO Program between the Mobility Authority and the Texas Department of Transportation, effective August 9, 2012, and is able to fund the Contract up to a maximum amount of \$7,265,000 and extend the Contract to September 30, 2016;

WHEREAS, the Mobility Authority expects to obtain additional funding for the HERO Program under a Non-Construction Advance Funding Agreement between the Mobility Authority and the Texas Department of Transportation, effective October 1, 2016, and will be able to fund the HERO Program up to a maximum amount of \$11,181,050 and extend service to January 31, 2018;

WHEREAS, the Mobility Authority and the Contractor desire to extend the amount of the Contract to a maximum of \$10,926,520; and

WHEREAS, the Mobility Authority and the Contractor desire to extend the term of the Contract for all purposes until January 31, 2018.

NOW, THEREFORE, the Mobility Authority and the Contractor agree to the following:

1. The first paragraph of Section 1 of the Contract is hereby amended to read in its entirety as follows:

The Mobility Authority hereby retains the Contractor and the Contractor agrees to provide, pursuant to the terms and conditions set forth in this Agreement, highway traffic operations expertise to manage and operate HERO Patrol services on the following main lanes and frontage roads (the “Services Area”):

- IH-35 between SH-130, north of Georgetown, and Yarrington Road, south of Kyle
- IH-35 between Yarrington Road, south of Kyle to Hays/Comal County Line
- US 183 between its intersection with US 290 and Lakeline Boulevard
- US 183 between SH 45 Southeast and SH 71
- SH 71 between US 183 and RM 2244
- Loop 1/MoPac between south of Lady Bird Lake and SH 45
- 290 West between SH 71 in Oak Hill and Travis/Hays County Line

The services provided by Contractor to Mobility Authority shall include providing staff, vehicles, and materials necessary for roadside assistance with vehicle breakdowns, assisting the Austin Police Department, other authorized law enforcement agencies, or other emergency and support response agencies with incident management following accidents, and facilitating roadway clean-up (the “Services”). The Services are more particularly described in (i) the Scope of Services set forth in Attachment “A,” attached hereto and made a part hereof, and (ii) the Q&A set forth in Attachment “B,” attached hereto and made a part hereof.

2. The third paragraph of Section 1 of the Contract is hereby amended to read in its entirety as follows:

The Mobility Authority will issue separate Notices to Proceed for services performed under this amendment. The first Notice to Proceed will be issued for the mobilization cost and Patrol services on the following portions of the Services Area:

- IH-35 between SH-130, north of Georgetown, and Yarrington Road, south of Kyle
- IH-35 between Yarrington Road, south of Kyle to Hays/Comal County Line
- US 183 between its intersection with US 290 and Lakeline Boulevard

As the Contractor can provide Services beyond the Services Areas under the first Notice to Proceed, subsequent Notices to Proceed will be issued for Patrol services on the following portions of the Services Area:

- US 183 between SH 45 Southeast and SH 71
- SH 71 between US 183 and RM 2244
- Loop 1/MoPac between south of Lady Bird Lake and SH 45
- 290 West between SH 71 in Oak Hill and Travis/Hays County Line

The Contractor shall provide Services to all Service Areas within ninety (90) days of the first Notice to Proceed.

3. Section 2.A. of the Contract is hereby amended to read in its entirety as follows:

The maximum amount payable under this Agreement is \$11,181,050. In no event may the aggregate amount of compensation paid to Contractor pursuant to this Agreement exceed \$11,181,050; *provided however*, that to the extent Contractor

performs services not otherwise included within the Services set forth in this Agreement and such services are performed pursuant to the written instruction or written direction of the Mobility Authority, such services will not be subject to the maximum amount payable hereunder.

4. The first paragraph of Section 2.B. of the Contract is hereby amended to read in its entirety as follows:

The Mobility Authority agrees to pay, and the Contractor agrees to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Agreement, a one-time mobilization fee of \$325,000, monthly labor costs, and charges for vehicles, equipment, and materials as set forth in the Contractor's Bid Tab dated September 21, 2016 at a pro-rated basis for Service Areas, attached hereto and incorporated herein as Attachment "C". The compensation set forth in Attachment "C" will be valid through January 31, 2018.

5. Attachment "C" (the Contractor's Bid Tab dated July 3, 2012) to the Contract is hereby deleted, and the Attachment "C" (dated September 21, 2016) attached to this amendment is hereby substituted in its entirety.
6. Section 19 of the Contract is hereby amended to read in its entirety as follows:

19. Notice

(A) Except as provided by subsection (C), notices required under this contract shall be personally delivered or mailed to the parties at the following respective address. Notice shall be deemed given (a) when delivered by hand; (b) one (1) business day after being deposited with a reputable overnight carrier service; or (c) three (3) business days after being mailed by United States mail, registered or certified mail, return receipt requested, and postage prepaid.

To the Mobility Authority:

Central Texas Reginal Mobility Authority
3300 N. Interstate 35, Suite 300
Austin, Texas 78705
Attn: Tim Reilly, Director of Operations

With a copy to:

Geoff Petrov, General Counsel
Central Texas Reginal Mobility Authority
3300 N. Interstate 35, Suite 300
Austin, Texas 78705

To the Contractor:

W.P. Engineering Consultants, Inc.
26715 Decker Prairie-Rosehill Rd.
Magnolia, Texas 77355
Attn: Wayne Freise, President

(B) Unless provided otherwise by written notice from Mobility Authority to Contractor delivered under Subsection (A), the Contractor shall send any report required by the Contract to the following persons at their respective email addresses:

Tim Reilly, Director of Operations, at treilly@ctrma.org

With a copy to:

Glenn Goldstein, RS&H, at glenn.goldstein@rsandh.com

(C) Either party may change its address for notification purposes under subsection (A) by giving the other party prior written notice of the new address and the date upon which it will become effective pursuant to subsection (A).

7. The third paragraph of Section 1.0 GENERAL DESCRIPTION OF SERVICES of Attachment "A" (Scope of Services) to the Contract is hereby amended to read in its entirety as follows:

The Contractor shall provide vehicles and personnel to patrol ten zones from 5:30 AM to 9:30 PM, Monday through Friday, with patrols occurring between 6:00 AM to 9:00 PM, Monday through Friday, except for Mobility Authority approved holidays, unless otherwise requested by the Mobility Authority under additional services.

8. Section 1.1 Patrol Zones of Attachment "A" (Scope of Services) to the Contract is hereby amended to read in its entirety as follows:

1.1 Patrol Zones

The service limits (main lanes and frontage roads) extend along the following:

- IH-35 between SH-130, north of Georgetown, and Yarrington Road, south of Kyle
- IH-35 between Yarrington Road, south of Kyle to Hays/Comal County Line
- US 183 between its intersection with US 290 and Lakeline Boulevard
- US 183 between SH 45 Southeast and SH 71
- SH 71 between US 183 and RM 2244
- Loop 1/MoPac between south of Lady Bird Lake and SH 45
- 290 West between SH 71 in Oak Hill and Travis/Hays County Line

Ten potential Patrol zones (depicted in attached exhibit "HERO PATROL ZONES"), and the anticipated number of HERO Patrol vehicles necessary to meet response time requirements, are identified as follows:

Route	Zone Limits (north to south)		Approximate Centerline Mileage	Number of HERO Patrol Vehicles
IH-35	Zone 1	SH 130 to FM 3406	11	1
	Zone 2	FM 3406 to US 183	14	1
	Zone 3	US 183 to SH 71	9	1
	Zone 4	SH 71 to Yarrington Rd.	20	1
	Zone 5	Yarrington Rd. to Hays/Comal County Line	12	1
US 183	Zone 6	Lakeline Blvd to US 290	14	2
	Zone 7	SH 71 to SH 45 Southeast	10	1
SH 71	Zone 8	Loop 1 to US 183	9	1
Loop 1	Zone 9	South of Lady Bird Lake to SH 45	10	1
SH 71 & US 290	Zone 10	SH 71: RM 2244 to Loop 1 US 290: SH 71 to Travis/Hays County Line	21	1
Total:			130 miles	11 vehicles

The Contractor may suggest alternate patrol zones and/or vehicle requirements as long as response time requirements are able to be met. The Contractor shall also retain a fully-equipped “backup” vehicle identical to the regular patrol vehicles to replace any of the patrol vehicles that are unavailable for any reason. As such, the Contractor shall provide a total of twelve HERO Patrol vehicles.

9. Figure 1. Highway Emergency Response Operator (HERO) Patrol Zones of Attachment “A” (Scope of Services) to the Contract is hereby deleted, and the “Figure 1. Highway Emergency Response Operator (HERO) Patrol Zones” attached to this amendment is hereby substituted in its entirety.
10. Section 1.2 Hours of Operation of Attachment “A” (Scope of Services) to the Contract is hereby amended to read in its entirety as follows:

1.2 Hours of Operation

The Contractor shall provide vehicles and personnel to patrol sections of IH-35, US 183, SH 71, Loop 1, and SH 71 & US 290 from 6:00 AM to 9:00 PM (15 hours a day), Monday through Friday (five days a week), excluding Mobility Authority approved holidays. The HERO Patrol shall operate regardless of weather conditions. Weekend and overtime work to accommodate significant special events or other may be required and must be authorized by the Mobility Authority or its designate. It being understood that the cost of any such approved weekend or overtime work will be borne by the Mobility Authority and such costs will not be included in the maximum amount payable under this Agreement.

At the beginning of each patrol shift, the Contractor shall dispatch one vehicle to each of Zones 1, 2, 3, 4, 5, 7, 8, 9, and 10 and two vehicles to Zone 6. The operators of such vehicles shall not congregate in the zones unless multiple units are required to respond to a single or secondary incident in the same location.

11. The first paragraph of Section 5.1 Vehicle Specifications of Attachment “A” (Scope of Services) to the Contract is hereby amended to read in its entirety as follows:

All vehicles in the Contractor’s HERO Patrol vehicle fleet for this Agreement shall meet the specific vehicle requirements listed in this Agreement. This Agreement requires twelve pickup truck vehicles—a full size, three-quarter (3/4) ton, long-bed pickup capable of carrying the equipment specified in this Agreement (extended cab, four-door trucks are optional). Each vehicle must have seat belts for passengers on both the front and, if a four-door, on rear cab benches. Sample vehicles are depicted in Figure 2. The Contractor may suggest alternative vehicles for use as long as the required HERO Patrol service functions are able to be demonstrated.

This Agreement shall terminate on January 31, 2018, unless:

- i. before a termination date established under this section, an earlier termination date is provided by Mobility Authority in a written notice from the Mobility Authority to Contractor that no additional HERO program funding is available under that certain “Non-Construction Advance Funding Agreement for a Highway Emergency Response Operator Program (HERO) On-System Surface Transportation Program Metropolitan Mobility” between the Mobility Authority and the Texas Department of Transportation, effective October 1, 2016; provided, however, that a termination date established under this subsection (A)(ii) shall be no earlier than 30 days after the date of the written notice to Contractor.

Except as specifically provided in this Amendment, all other terms and conditions of the Contract, as amended, are acknowledged and reaffirmed by the parties hereto and remain in effect without change. If a provision of this Amendment conflicts with a provision of the Contract, the provision of this Amendment shall control.

This Amendment is executed by the parties effective as of October 1, 2016, for all purposes.

“Contractor”

“Mobility Authority”

W.P. Engineering Consultants, Inc.

Central Texas Regional Mobility Authority

By: _____
Wayne Freise, President

By: _____
Mike Heiligenstein, Executive Director

Date: _____

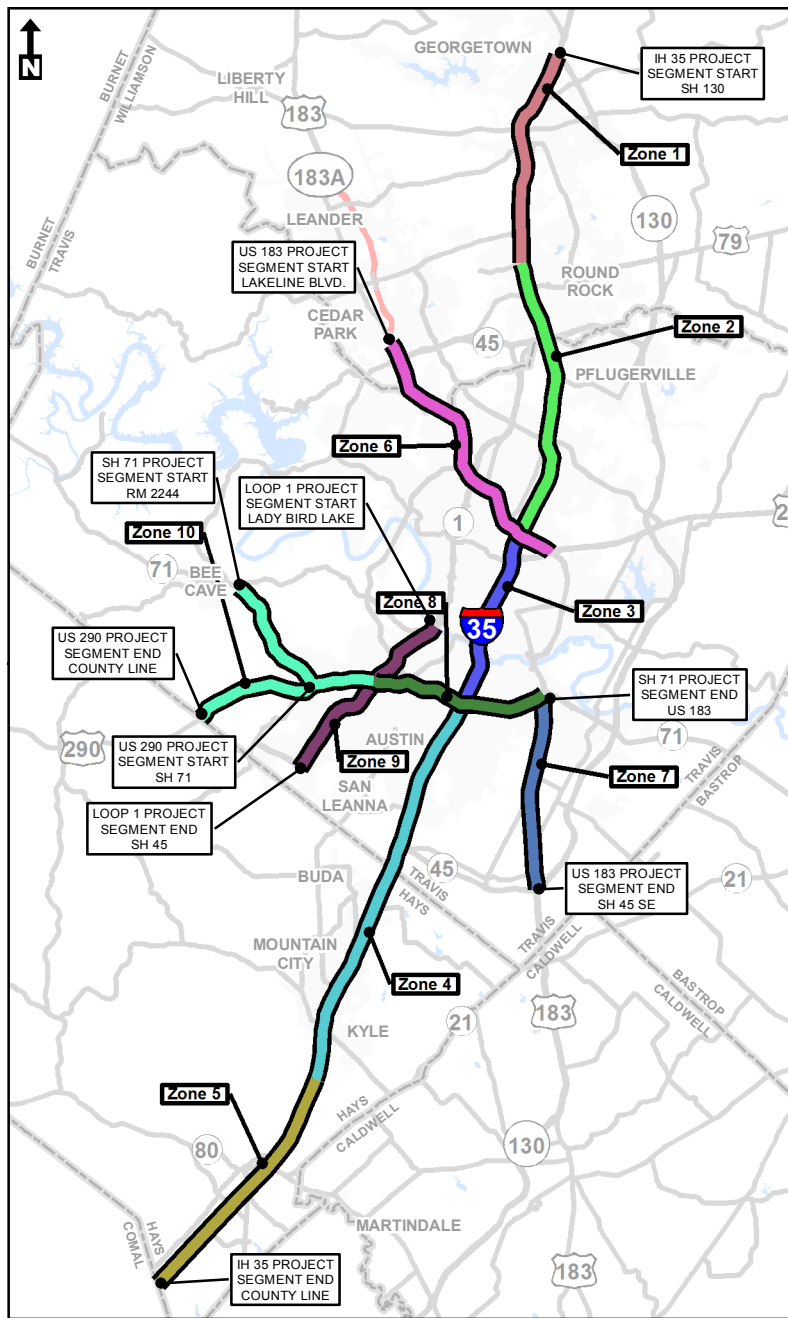
Date: _____

Attachment "C"
Cost Proposal

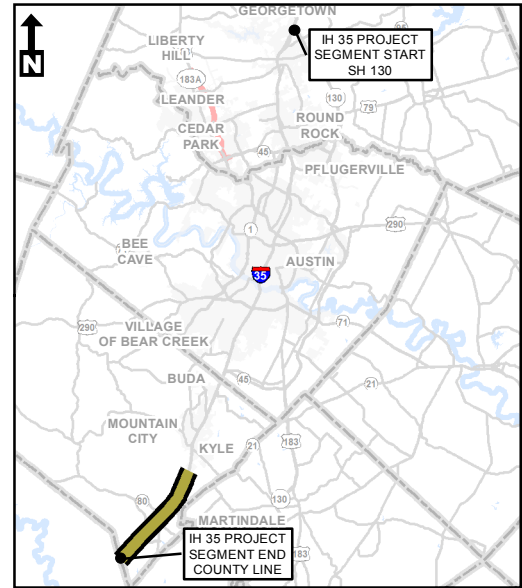
ATTACHMENT C - BID FORM HERO PROGRAM Patrol Services (up to 16 Month Term)

Item No.	Description and Unit Pricing in Writing		Unit of Measurement	Approx. Quantity	Unit Price	Total
1	Mobilization - consisting of (but not limited to): procurement of vehicles/equipment/materials/supplies; staffing, including, relocation of key staff as necessary; location of management offices and storage facilities; and costs for insurance and bonds	Per Lump Sum	LS	1	\$ 325,000.00	\$ 325,000.00
2	HERO Services Patrol Zones 1 through 6 per Scope of Services - consisting of (but not limited to): monthly charges for all labor, vehicles, vehicle maintenance and operation equipment; and all management and administration costs required for the effective operation of the Patrol Services	Per Month	MO	16	\$ 130,620.00	\$ 2,089,920.00
3	HERO Services Patrol Zone 7 per Scope of Services - consisting of (but not limited to): monthly charges for all labor, vehicles, vehicle maintenance and operation equipment; and all management and administration costs required for the effective operation of the Patrol Services	Per Month	MO	15	\$ 18,660.00	\$ 279,900.00
4	HERO Services Patrol Zone 8 per Scope of Services - consisting of (but not limited to): monthly charges for all labor, vehicles, vehicle maintenance and operation equipment; and all management and administration costs required for the effective operation of the Patrol Services	Per Month	MO	15	\$ 18,660.00	\$ 279,900.00
5	HERO Services Patrol Zone 9 per Scope of Services - consisting of (but not limited to): monthly charges for all labor, vehicles, vehicle maintenance and operation equipment; and all management and administration costs required for the effective operation of the Patrol Services	Per Month	MO	15	\$ 18,660.00	\$ 279,900.00
6	HERO Services Patrol Zone 10 per Scope of Services - consisting of (but not limited to): monthly charges for all labor, vehicles, vehicle maintenance and operation equipment; and all management and administration costs required for the effective operation of the Patrol Services	Per Month	MO	15	\$ 18,660.00	\$ 279,900.00
7	Assistance Gasoline for Motorists	Per Gallon	GAL	10,000	\$ 3.00	\$ 30,000.00
8	Traffic Cones/Flares	Per Each	EA	200	\$ 5.00	\$ 1,000.00
11	Fuel Price Adjustment (no bid item) - Allowance	Per Each	EA	1	\$ 96,000.00	\$ 96,000.00
TOTAL BID - HERO Program Patrol Services (up to 16 Month Term)						\$ 3,661,520.00

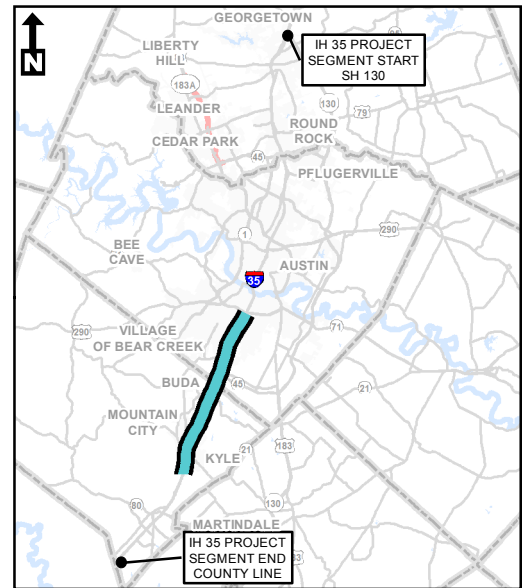
Figure 1
Highway Emergency Response Operator (HERO) Patrol Zones



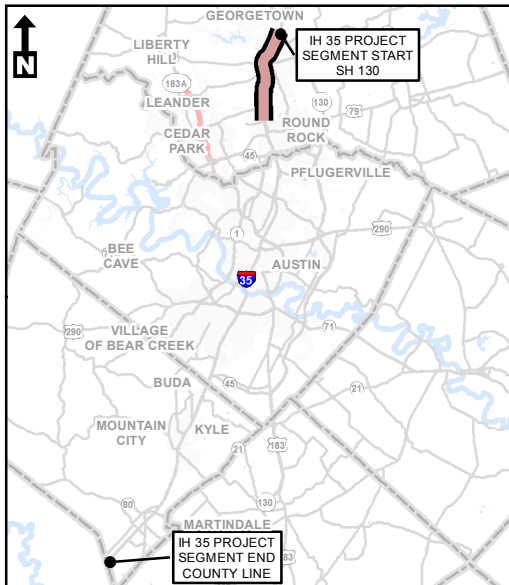
HERO PATROL ZONES



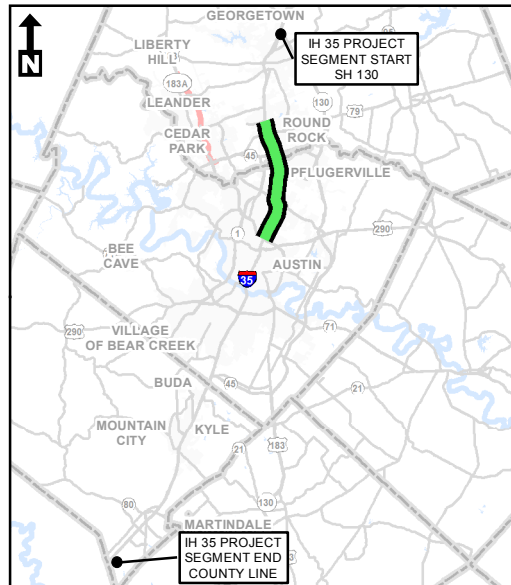
ZONE 5 - Yarrington Rd. to Hays/ Comal County Line



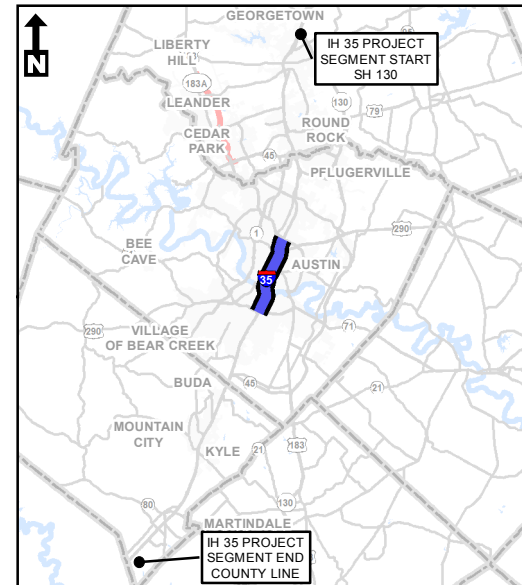
ZONE 4 - SH 71 to Yarrington Rd.



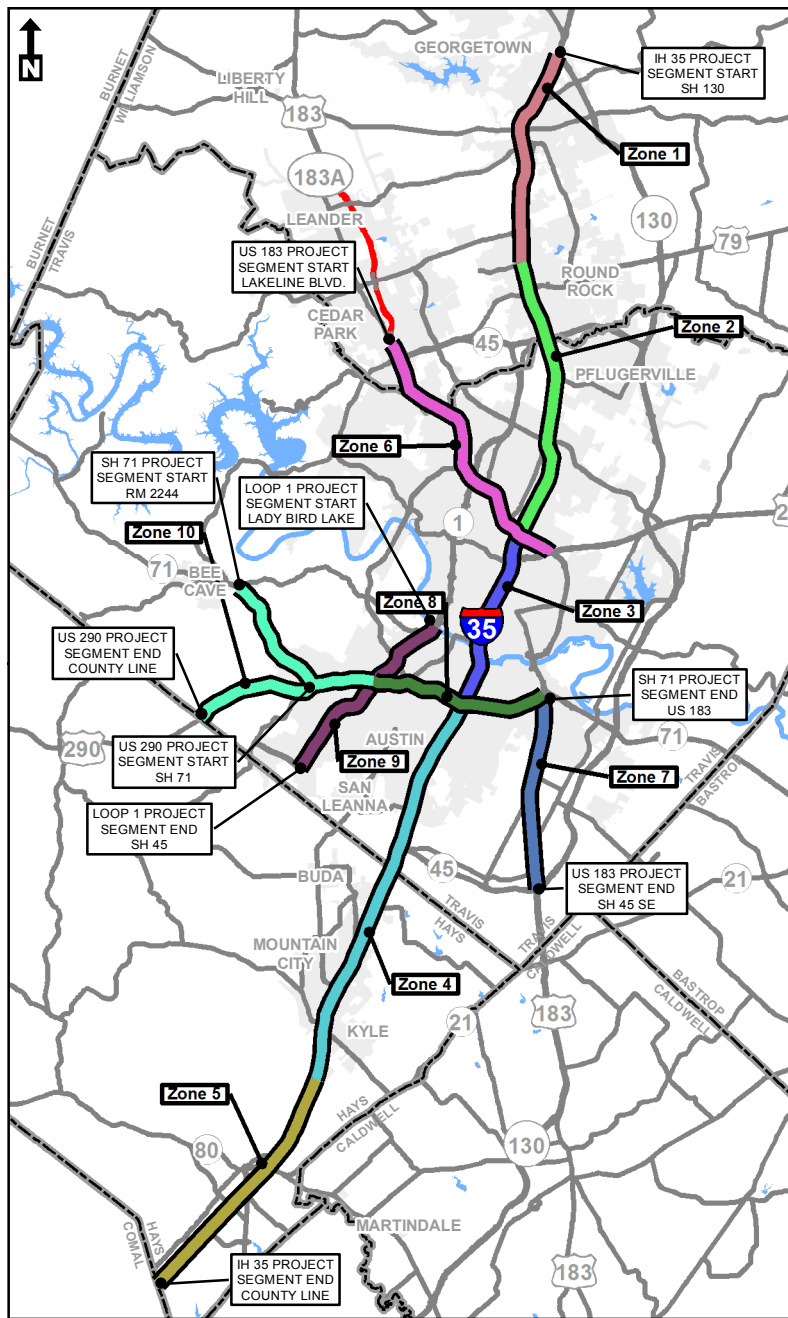
ZONE 1 - SH 130 to FM 3406



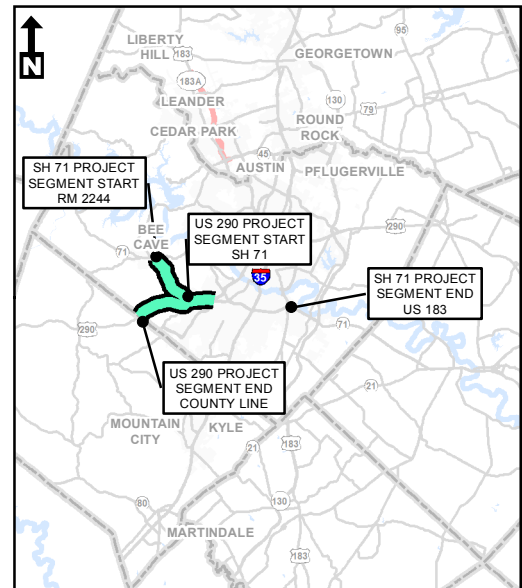
ZONE 2 - FM 3406 to US 183



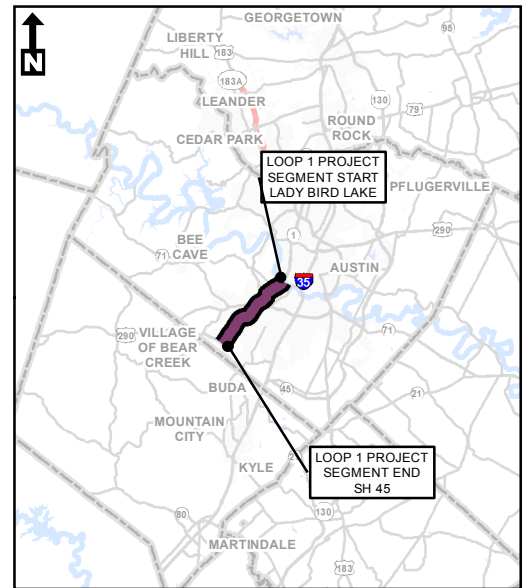
ZONE 3 - US 183 to SH 71



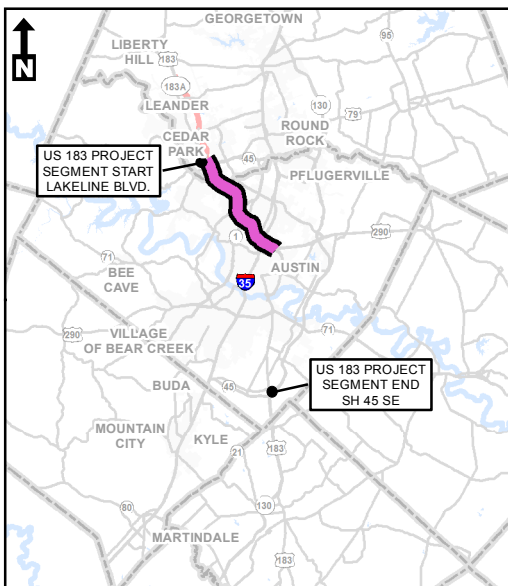
HERO PATROL ZONES



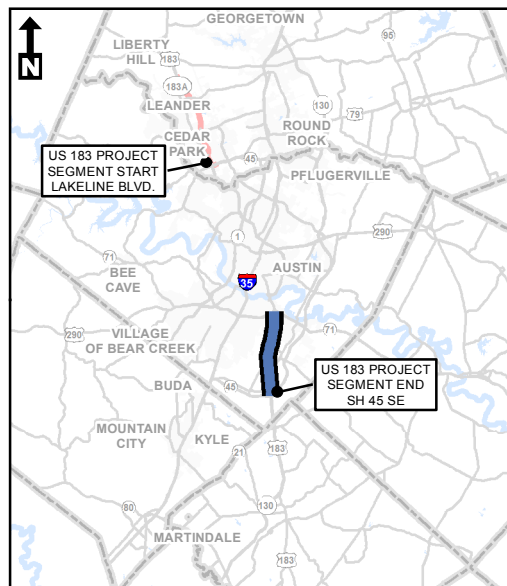
ZONE 10 - SH 71: RM 2244 to Loop 1
US 290: SH 71 to Travis/Hays County Line



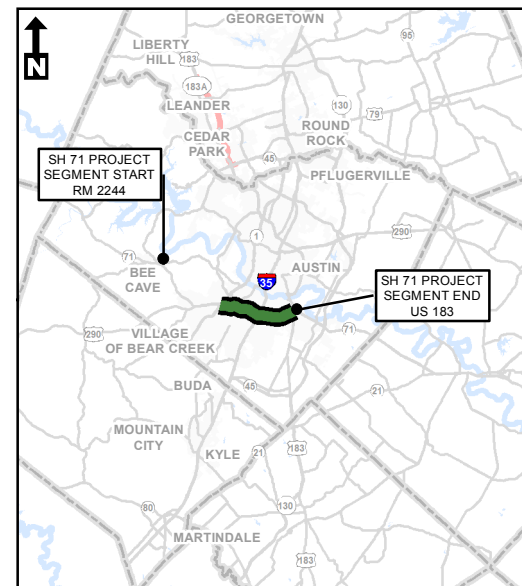
ZONE 9 - South of Lady Bird Lake to SH 45



ZONE 6 - Lakeline Blvd. to US 290



ZONE 7 - SH 71 to SH 45 SE



ZONE 8 - Loop 1 to US 183



**CENTRAL TEXAS
Regional Mobility Authority**

September 28, 2016
AGENDA ITEM #7

Approve Work Authorization No. 4 with Parsons Brinckerhoff, Inc. for general engineering consulting services related to the HERO Program

Strategic Plan Relevance: Regional Mobility
Department: Operations
Contact: Tim Reilly, Director of Operations
Associated Costs: \$62,352.00
Funding Source: General Funds, Reimbursed with TxDOT Surface Transportation Program Metropolitan Mobility (STP-MM) funds.
Action Requested: Consider and act on draft resolution

Summary:

On July 1, 2016, the Mobility Authority entered into an Agreement with Parsons Brinckerhoff, Inc. for General Engineering Consulting Services. This work authorization approves Parsons Brinckerhoff, Inc. to provide support services related to the HERO Program which include project oversight, completion of Local Government Project Procedures (LGPP) requirements and reimbursement requests, reporting, project management and administration.

Backup provided: Work Authorization No. 4
Fee Estimate
Draft Resolution

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

RESOLUTION NO. 16-0XX

**APPROVAL OF WORK AUTHORIZATION NO. 4 WITH PARSONS
BRINCKERHOFF, INC. FOR SERVICES RELATED TO THE HIGHWAY
EMERGENCY RESPONSE OPERATOR PATROL PROGRAM**

WHEREAS, by Resolution 16-034 dated June 15, 2015, the Board of Directors authorized the Executive Director to negotiate and execute on behalf of the Mobility Authority an agreement with Parsons Brinckerhoff, Inc. for general engineering consultant services; and

WHEREAS, on July 1, 2016 the Mobility Authority entered into an agreement with Parsons Brinckerhoff, Inc. for general consulting civil engineering services; and

WHEREAS, the Executive Director and Parsons Brinckerhoff, Inc. have agreed to proposed Work Authorization No. 4 for general engineering consultant services for the Highway Emergency Response Operator Patrol Program (“HERO Program”); and

WHEREAS, the Executive Director estimates the reasonable fees associated with the services to be provided under Work Authorization No. 4 to be in an amount not to exceed \$62,352.00; and

WHEREAS, the Executive Director recommends that the Board approve the proposed Work Authorization No. 4, a copy of which is attached to this resolution as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board authorizes the Executive Director to finalize and execute the proposed Work Authorization No. 4 with Parsons Brinckerhoff, Inc., 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 28th day of September, 2016.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

EXHIBIT D

WORK AUTHORIZATION

WORK AUTHORIZATION NO. 4

This Work Authorization is made as of this ___ day of _____, 2016, under the terms and conditions established in the AGREEMENT FOR GENERAL ENGINEERING CONSULTING SERVICES, dated as of July 1, 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:

*Highway Emergency Response Operator (HERO) Program
Program Support / Program Oversight / Approvals*

Section A. - Scope of Services

A.1. GEC shall perform the following Services:

Please reference Attachment A – Scope of Work

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

Not applicable

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

Please reference Attachment A – Scope of Work

Section B. - Schedule

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

Unless amended otherwise by mutual agreement between Authority and GEC, the Services defined herein shall expire on February 28, 2018, or when all tasks associated with the Scope of Services are complete as defined by the Authority.

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, the Authority authorizes to the GEC an authorized amount not to exceed \$62,352 based on a Cost Plus fee listed in Attachment B – 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:

Not applicable

Section E. - Other Provisions

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

Not applicable

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

GEC: Parsons Brinckerhoff, Inc.

By: Mike Heiligenstein

By: Mario Medina

Signature: _____

Signature: _____

Title: Executive Director

Title: Area Manager

Date: _____

Date: _____

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
ATTACHMENT A – SCOPE OF SERVICES
WORK AUTHORIZATION NO. 4**

**SERVICES TO BE PROVIDED BY the GENERAL ENGINEERING
CONSULTANT (GEC)**

General

The services to be performed by GEC will include, but not be limited to, professional services and deliverables for various tasks related to the requirements for the Highway Emergency Response Operator (“HERO”) Program (“Program”) funded by the Surface Transportation Program Metropolitan Mobility (STP MM) fund.

In performing its services, GEC shall have the right to rely on materials, information and data provided by other parties. In addition, GEC’s services hereunder shall not relieve any other project participant of their contractual duties and obligations to the Authority.

Task 1: Project Management & Administration

The GEC will perform internal project management, administrative and coordination duties, including contract administration, reporting, meeting minutes of required meetings, and other related administrative tasks associated with the GEC’s services for the Program, including:

Task 1.1: Contract Administration

Assist the Authority in Preparation of contracts, as required, between the GEC and the Authority, and the Authority and its contractor. Provide assistance to the Authority related to Board approval of contracts and funding agreements. Review and approve contractor’s progress reports and invoices.

Task 1.2: Reporting

Prepare and submit Program Quarterly Reports as a requirement of the Advance Funding Agreement including activity, safety, and incident data prepared by the contractor. Prepare and submit Monthly Progress Reports. Prepare and submit monthly DBE utilization for contractor. Complete presentations and support for Program updates, as requested by the Authority, for distribution to stakeholders and the Board of Directors. Prepare and submit reimbursements requests. Assist with the Preparation and, if necessary, submit all documentation related to TxDOT’s Local Government Project Procedures (LGPP)

Task 1.3: Document Controls

Maintain internal files and records related to the Program throughout the duration

of GEC Services. At the completion of the Program, transfer project files to the Authority for their storage. Coordinate document integration with the Authority's EDMS.

Task 1.4: Program Meetings & Documentation

Participate in meetings at the request of the Authority. Prepare agendas, meeting minutes, action items and follow-up action item status for each of the Program meetings and distribute to attendees and appropriate personnel.

Task 2: Program Development

The GEC will provide recommendations where applicable to aid the Authority in their decision-making and approval process, including:

Task 2.1: Program Development Support

Review documentation for the contractor procurement process. Review status of funding, funding agreements and amendments.

Task 2.2: Agency Coordination

Support the Authority in coordination activities with CAMPO, TxDOT, and Consultants, on the Authority's behalf at the direction of the Authority, including meeting preparation and map revisions.

ATTACHMENT B - Fee Estimate

HERO - WA No. 4		Sr. Engineering Mgr.	Project Manager	Engineer I	Admin/Clerical II	Planner I	TOTAL	TOTAL
Estimated Average Labor Rates		\$80.53	\$70.91	\$26.45	\$27.00	\$23.13	HRS	FEE
TASK / WORK DESCRIPTION								
HERO - WA No. 4								
Task 1: PROJECT MANAGEMENT AND ADMINISTRATION								
1.1 Contract Administration		10	10		60		80	\$9,165.84
1.2 Reporting			30	80	80		190	\$19,017.80
1.3 Document Controls				30	60		90	\$7,168.10
1.4 Program Meetings and Documentation		4	20		26		50	\$7,196.36
Task 2: PROGRAM DEVELOPMENT								
2.1 Program Development Support			40		20		60	\$10,027.91
2.2 Agency Coordination		10	30		8	8	56	\$9,757.58
TOTAL DIRECT LABOR		24	130	110	254	8	526	
	<i>% Total by Classification</i>	4.56%	24.71%	20.91%	48.29%	1.52%		
Labor Costs		\$ 1,932.72	\$ 9,218.30	\$ 2,909.50	\$ 6,858.00	\$ 185.04		
Overhead Rate		1.5382	1.7	1.7	1.7	1.7		
Overhead Costs		\$ 2,972.91	\$ 15,671.11	\$ 4,946.15	\$ 11,658.60	\$ 314.57		
Profit		10.00%	10.00%	10.00%	10.00%	10.00%		
Profit Costs		\$ 490.56	\$ 2,488.94	\$ 785.57	\$ 1,851.66	\$ 49.96		
Total Loaded Labor		\$ 5,396.19	\$ 27,378.35	\$ 8,641.22	\$ 20,368.26	\$ 549.57		\$ 62,333.59
	<i>% Total by Class</i>	8.66%	43.92%	13.86%	32.68%	0.88%		
Total Direct Expenses	\$	18.41						
Total	\$	62,352.00						



**CENTRAL TEXAS
Regional Mobility Authority**

September 28, 2016
AGENDA ITEM #8

Adopt the 2017 Texas County and District
Retirement System contribution rate

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

Summary:

Adopt the 2017 Texas County and District Retirement System contribution rate which includes extending, at no additional cost to the CTRMA, a \$5,000.00 death benefit for retirees of the Agency Retirees life insurance policy.

Backup provided: Plan agreement for plan year 2017
Draft Resolution

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

RESOLUTION NO. 16-0XX

**ADOPT THE TEXAS COUNTY AND DISTRICT RETIREMENT SYSTEM PLAN
PROVISIONS FOR PLAN YEAR 2017**

WHEREAS, in Resolution No. 04-19, dated May 5, 2004, the Board of Directors approved participation by the Central Texas Regional Mobility Authority (“Mobility Authority”) in the Texas County & District Retirement System (“TCDRS”) to provide benefits to Mobility Authority employees under the Central Texas Regional Mobility Authority TCDRS Plan (the “Plan”); and

WHEREAS, the Plan requires certain authorizations from time to time by the Board of Directors regarding certain ongoing provisions of and/or changes to the Plan; and

WHEREAS, the Board of Directors has reviewed the TCDRS Plan Agreement for Plan Year 2017 with a contribution rate which includes extending, at no additional cost to the CTRMA, a \$5,000 death benefit for retirees of the Agency Retirees life insurance policy; and

WHEREAS, the Chief Financial Officer of the Mobility Authority recommends adopting the TCDRS Plan Agreement for Plan Year 2017.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves and adopts the 2017 TCDRS Plan Agreement in the form attached as Exhibit A to this resolution; and

BE IT FURTHER RESOLVED that the Chief Financial Officer is hereby authorized to complete, execute, and deliver to TCDRS the approved 2017 TCDRS Plan Agreement consistent with this Resolution and to take such further action as may be required to fulfill TCDRS requirements regarding the same.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of September, 2016.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A



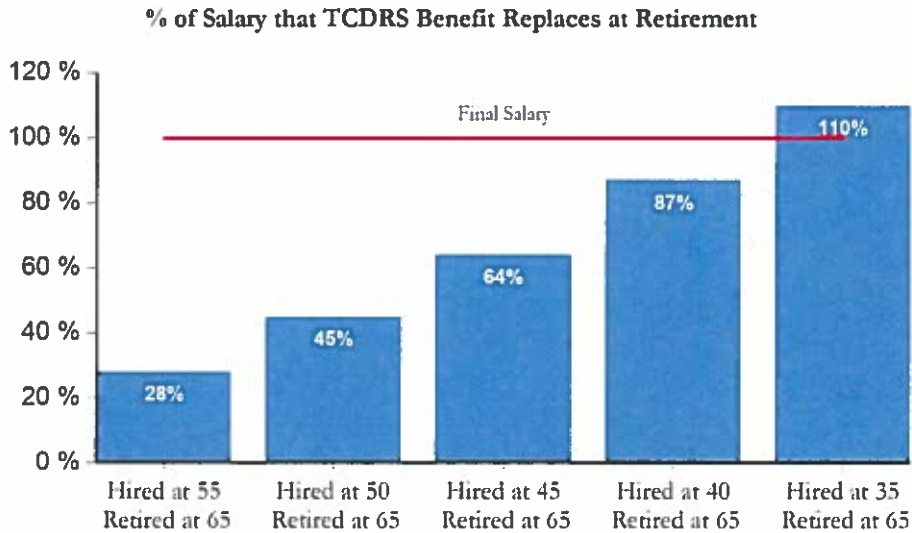
Plan Assessment for Plan Year 2017
Central Texas Regional Mobility Authority – 712
Participation Date – 7/1/2004

It's that time of year again — time to look at your TCDRS retirement plan and decide whether or not your benefits meet your workforce needs and budget. This plan assessment will give you an overview of the benefits you provide as well as how much it will cost to provide these benefits in the upcoming plan year.

	2017 Plan
Basic Plan Options	
Employee Deposit Rate	7%
Employer Matching	250%
Prior Service Credit	175%
Retirement Eligibility	
Age 60 (Vesting)	5 years of service
Rule of	75 years total age + service
At Any Age	30 years of service
Optional Benefits	
Partial Lump-Sum Payment at Retirement	No
Group Term Life	Active-only
Retirement Plan Funding	
Normal Cost Rate	12.52%
UAAL/(OAAL) Rate	-0.80%
Required Rate	11.72%
Elected Rate	14.00%
Total Contribution Rate	
Retirement Plan Rate (greater of required or elected rate)	14.00%
Group Term Life Rate	.32%
Total Contribution Rate	14.32%
Valuation Results (as of Dec. 31, 2015)	
Actuarial Accrued Liability	\$5,141,329
Actuarial Value of Assets	\$5,366,877
Overfunded Actuarial Accrued Liability	(\$225,548)
Funded Ratio	104.4%

What You Are Providing

The TCDRS benefit is based on employee deposits, which earn 7% compound interest each year, and employer matching at retirement. The following chart shows the estimated TCDRS benefit as a percentage of final salary prior to retirement for a new hire:

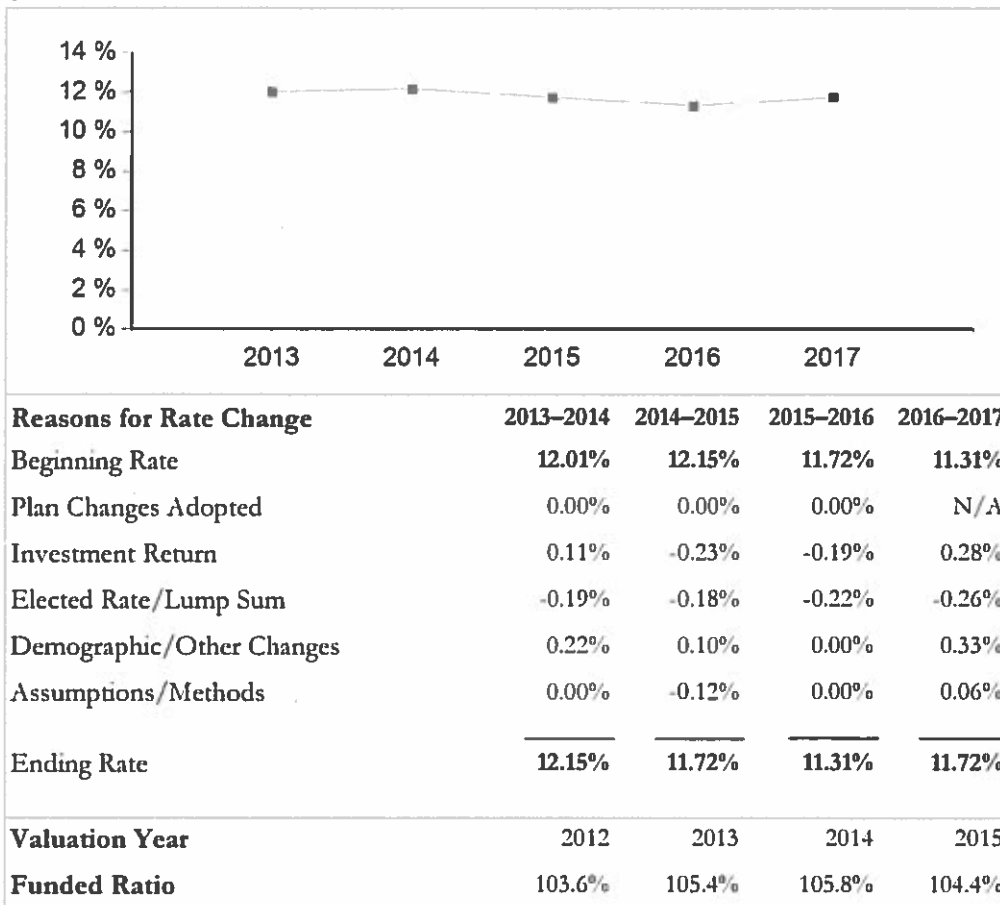


Assumptions

- Employees are new hires and will work for you until retirement.
- Your current plan provisions will remain in effect through employee's retirement.
- Current laws governing TCDRS will continue as they are.
- Graded salary scales give bigger raises early in careers, with smaller raises later in careers (see Summary Valuation Report at www.tcds.org/employer).
- Based on Single Life benefit.

Reasons for Rate Change

Below is a record of your required rate history for your retirement plan over the last five years.



A complete Summary Valuation Report for the Dec. 31, 2015 valuation will be available mid-May at www.tcdrs.org/employer.

Next Steps

If you are interested in making plan changes, please contact your Employer Services Representative at 800-651-3848. Your benefit selections are due by Dec. 15, 2016.



**Plan Agreement for Plan Year 2017
Central Texas Regional Mobility Authority – 712
Effective as of Jan. 1, 2017**

Basic Plan Options	
Employee Deposit Rate:	7%
Employer Matching:	250%
Prior Service Credit:	175%
Retirement Eligibility	
At 60 (Vesting)	5 years of service
Rule of	75 years total age + service
At Any Age	30 years of service
Optional Benefits	
Partial Lump-sum Payment at Retirement:	No
Group Term Life:	Active-plus-retirees
Retirement Plan Funding	
Elected Rate:	14.00%
Total Contribution Rate	
Retirement Plan Rate:	14.00%
Group Term Life Rate:	.32%
Total Contribution Rate:	14.32%

Certification

I certify that the plan agreement for the participation of Central Texas Regional Mobility Authority in TCDRS for the 2017 plan year truly and accurately reflects the official action taken during properly posted and noticed meeting on _____ (mm/dd/yy) by the Governing Board and such action is recorded in the official minutes.

Printed Name: _____ Title: _____

Authorized Signature: _____ Date: _____



**CENTRAL TEXAS
Regional Mobility Authority**

September 28, 2016
AGENDA ITEM #9

Approve Amendment No. 8 to the
Agreement with Stantec Consulting
Services, Inc., for traffic and revenue
consulting services

Strategic Plan Relevance: Regional Mobility

Department: Finance

Contact: Bill Chapman, Chief Financial Officer

Associated Costs: \$ 3,000,000

Funding Source: Operating Fund or General Fund

Board Action Required: Yes

Description of Matter:

Since 2007, Stantec has provided traffic and revenue consulting services to the Mobility Authority. This proposed amendment authorizes additional work by Stantec for traffic and revenue studies related to existing and new Mobility Authority projects in an amount not to exceed \$ 3,000,000.00.

Backup provided: Draft Amendment
Draft Resolution

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

RESOLUTION NO. 16-0XX

**APPROVING AMENDMENT NO. 8 TO THE AGREEMENT WITH STANTEC
CONSULTING SERVICES INC. FOR TRAFFIC AND REVENUE SUPPORT
SERVICES FOR EXISTING AND PROPOSED MOBILITY AUTHORITY PROJECTS**

WHEREAS, by Resolution No. 07-62, dated October 3, 2007, the Board of Directors authorized an agreement with Stantec Consulting Services, Inc. (“Stantec”) to provide traffic and revenue studies for the Mobility Authority (the “Agreement”); and

WHEREAS, since 2007 the Authority has extended the original contract and Stantec has continued to provide traffic and revenue studies and services for the Authority; and

WHEREAS, the Authority has a continuing need to monitor traffic and revenue for its existing toll projects and for new Authority projects, and the Executive Director recommends continuing to use Stantec for traffic and revenue services described in the proposed Amendment No. 8 to the Agreement which is attached to this resolution as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors authorizes the Executive Director to negotiate and execute Amendment No. 8 to the Agreement in the form or substantially the form attached as Exhibit A to this resolution.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of September, 2016.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A



Stantec Consulting Services Inc.
50 West 23rd Street, 8th Floor, New York NY 10010-5272

September 21, 2016

Mr. Bill Chapman, CFO
Central Texas Regional Mobility Authority
3300 North IH-35, Suite 300
Austin, TX 78705

Reference: Stantec Professional Consulting Services Agreement, 8th Amendment

Dear Mr. Chapman:

We are pleased to deliver our scope and budget (Exhibit A) to provide continuing Traffic and Revenue Consulting Services to the Central Texas Regional Mobility Authority as it moves forward with various toll road projects now in operation or in the planning stages. Following is a description of the anticipated work efforts that would be provided under this agreement:

Level 3 Traffic & Revenue (T&R) Studies -- 2 projects

We anticipate conducting two investment grade T&R studies over the next 3-year period and have included those efforts in our scope and budget. These studies would be similar to the October 2015 Bergstrom Expressway T&R Study. Each of the studies will produce traffic & forecasts and documentation suitable for financing, including coordination with the financial team as well as meetings and presentations to rating agencies and investors. We will use our latest edition of the regional traffic model and fully update the required inputs, including validating the peak period baseline conditions to actual levels in the study area; this will be vital to reflect presence of new projects with managed lanes. We have included an allowance for subconsultants to conduct specialized studies such as demographic updates, traffic counts & surveys and stated preference surveys.

Level 2 Intermediate T&R Study -- 1 project

The scope of this study would be less extensive than a Level 3 Study, with fewer surveys and validation efforts, but would provide a reasonable basis for deciding whether to advance the project to the financing stage.

Level 1 Preliminary T&R Studies -- 2 projects

This effort would use the latest version of the traffic model for planning purposes to support preliminary feasibility studies of new projects or changes to existing projects. As the underlying traffic model would be based on a Level 3 baseline, only limited new surveys would be conducted for the Level 1 Study, sufficient to provide an initial reading on likely traffic & revenue potential of the project.



September 21, 2016
Page 2 of 2

Reference: Stantec Professional Consulting Services Agreement, 8th Amendment

Monitor & Support (Ongoing Efforts)

We will monitor the transaction and revenue data for 183A, the Manor Expressway and other elements that become operational, comparing actual conditions to forecast levels and identifying reasons for potential variations. We anticipate conducting sketch level studies and project evaluations, toll schedule evaluations, simulation studies and miscellaneous support in our role as the Authority's Traffic Consultant.

Stantec will be the prime consultant on this assignment, drawing on the expertise of subconsultants as needed for specialized studies. These may include Michael Bomba, Alliance Transportation Group, CJ Hensch & Associates, Quality Counts, GRAM Traffic Counting, and Resource Systems Group.

Our project personnel are especially qualified to undertake this work. Tom Harknett will function as the Principal in Charge and also serves as Stantec's Practice Leader for the Traffic and Revenue Studies Group. I will be the Project Manager (PM), with 30+ years of experience in toll feasibility studies and more than 15 years of involvement in Austin-based projects for the Mobility Authority as well as TxDOT. Sumeet Kishnani will be the Assistant PM and other key staff will include Tiffany Carson and Ann Hughitt.

Exhibit A presents a summary and details of the anticipated typical budget levels for the tasks described above. As discussed with you, the total budget is \$3,000,000.

We look forward to working with you in the coming years.

Very truly yours,

STANTEC CONSULTING SERVICES INC.

A handwritten signature in blue ink that reads "William Ihlo".

William Ihlo, PE
Principal
50 West 23rd Street, 8th floor
New York, NY 10010
Ph. (646) 490-3852
William.Ihlo@stantec.com

Exhibit A	
Table of Contents	
Exhibit Number	Exhibit Title
Exhibit A-1	Hourly Labor Rate Table
Exhibit A-2	T&R Summary Budget
Exhibit A-3	Typical Level 3 T&R Budget
Exhibit A-4	Typical Level 2 T&R Budget
Exhibit A-5	Typical Level 1 T&R Budget
Exhibit A-6	Monitor & Support Budget

Exhibit A-1	
Stantec Consulting Evergreen Contract	
Hourly Labor Rate Table September 21, 2016	
Labor Category	Hourly Rate
Principal	\$ 117.00
Project Manager	\$ 95.00
Senior Engineer	\$ 80.00
Engineer	\$ 65.00
Junior Engineer	\$ 45.00
Entry Level Engineer	\$ 35.00
FAR Overhead	Current Rate
Profit	10.0%

Note: Rates subject to escalation from time to time.

Exhibit A-2	
Stantec Consulting Evergreen Contract T&R Summary Budget September 21, 2016	
Task	
Level 3 T&R (2 Projects)	\$ 2,080,000
Level 2 T&R (1 Project)	\$ 420,000
Level 1 T&R (2 Projects)	\$ 162,000
Monitor & Support	\$ 338,000
Total	\$ 3,000,000

EXHIBIT A-3
Stantec Consulting Typical Level 3 T & R Budget September 21, 2016 (2 Projects)

Task Description	Principal		WI Project Manager	SK & AH Senior Engineer	MK Engineer	TC Junior Engineer	Entry Level Engineer	Total Hours	Total Direct Labor	Total Labor Cost
Task 1	8		40	40	20	20	20	148	\$10,836	\$33,073
Task 2	8		80	300	100	200	150	838	\$53,286	\$162,638
Task 3	8		16	16	16	16	16	88	\$6,056	\$18,484
Task 4	16		80	500	200	250	250	1296	\$62,472	\$251,719
Task 5	8		40	40	20	20	20	148	\$10,836	\$33,073
Task 6	16		80	340	120	200	170	926	\$59,422	\$181,366
Task 7	16		120	300	100	200	150	886	\$58,022	\$177,093
Task 8	16		80	240	80	120	120	656	\$43,472	\$132,684
Task 9	40		120	120	60	200	120	660	\$42,780	\$130,572
Task 10	40		120	120	40	100	60	480	\$34,880	\$106,460
Task 11	40		120	120	40	100	60	480	\$34,880	\$106,460
Task 12	40		120	220	80	110	80	650	\$46,630	\$142,323
Task 13	40		120	120	40	60	60	440	\$33,080	\$100,965
Total Hours	296		1136	2476	916	1596	1276	7696	\$516,652	\$1,576,910
Labor Rate			\$95.00	\$80.00	\$65.00	\$45.00	\$35.00			
Total Direct Labor	\$117.00		\$107,920	\$198,080	\$59,540	\$71,820	\$44,660			
Multiplier (FAR 177.47%, fee 10.0%)	3.052		3.052	3.052	3.052	3.052	3.052			
Total Labor Cost	\$105,703		\$329,390	\$604,574	\$181,726	\$219,207	\$136,310			\$1,576,910
Direct Expenses										\$53,090
Total Stantec Effort										\$1,630,000
Demographic Update										
Subconsultant Bomba										\$150,000
Stated Preference Survey										
Subconsultant RSG										\$150,000
Supplemental Traffic Counts										
Subconsultant TBD										\$150,000
Total All Work										\$2,080,000

EXHIBIT A-4

Stantec Consulting Typical Level 2 T & R Budget September 21, 2016 (1 Project)

Task Description	Principal	Project Manager	Senior Engineer	Engineer	Junior Engineer	Entry Level Engineer	Total Hours	Total Direct Labor	Total Labor Cost
			Engineer	Engineer	Engineer	Engineer		Labor	Cost
Task 1 Project Definition (Alignment, access, lanes, tolls)	2	24	20	10	20	10	86	\$6,014	\$18,356
Task 2 Update Model Inputs	4	24	40	40	80	40	228	\$13,548	\$41,351
Task 3 Establish Screenlines	2	8	16	8	12	8	54	\$3,614	\$11,031
Task 4 Model Validation	4	20	160	80	120	40	424	\$27,168	\$82,921
Task 5 Modeling Runs (3 model yrs, 4 scenarios)	4	40	80	40	80	40	284	\$18,268	\$55,757
Task 6 Analysis of Results	8	60	60	40	60	60	288	\$18,836	\$57,491
Task 7 Sensitivities	8	60	60	20	40	40	228	\$15,936	\$48,639
Task 8 Documentation & Meetings	16	60	60	20	50	20	226	\$16,622	\$50,733
Total Hours	48	296	496	258	462	258	1818	\$120,006	\$366,279
Labor Rate	\$117.00	\$95.00	\$80.00	\$65.00	\$45.00	\$35.00			
Total Direct Labor	\$5,616	\$28,120	\$39,680	\$16,770	\$20,790	\$9,030			
Multiplier (FAR 177.47%, fee 10.0%)	3.052	3.052	3.052	3.052	3.052	3.052			
Total Labor Cost	\$17,141	\$85,827	\$121,110	\$51,185	\$63,455	\$27,561			\$366,279
Direct Expenses									\$3,721
Total Stantec Effort									\$370,000
Demographic Update									
Subconsultant -- Bomba									\$25,000
Supplemental Traffic Counts									
Subconsultant TBD									\$25,000
Total All Work									\$420,000

EXHIBIT A-5
Stantec Consulting Typical Level 1 T & R Budget September 21, 2016 (2 Projects)

Task Description	Principal	Project Manager	Senior Engineer	Engineer	Junior Engineer	Entry Level Engineer	Total Hours	Total Direct Labor	Total Labor Cost
			Engineer	Engineer	Engineer	Engineer	Hours	Labor	Cost
Task 1 Project Definition (Alignment, access, lanes, tolls)	2	20	20	8	16	8	74	\$5,254	\$16,036
Task 2 Update Model Inputs	2	20	40	16	40	16	134	\$8,734	\$26,658
Task 3 Establish Screenlines	2	8	8	8	8	8	42	\$2,794	\$8,528
Task 4 Modeling Runs (3 model yrs; 4 scenarios)	4	20	40	16	40	16	136	\$8,968	\$27,372
Task 5 Analysis of Results	4	20	40	16	40	16	136	\$8,968	\$27,372
Task 6 Sensitivities	4	20	30	16	40	16	126	\$8,168	\$24,930
Task 7 Documentation	4	20	20	8	20	8	80	\$5,668	\$17,300
Total Hours	22	128	198	88	204	88	728	\$48,554	\$148,195
Labor Rate									
Total Direct Labor	\$117.00	\$95.00	\$80.00	\$65.00	\$45.00	\$35.00			
Multiplier (FAR 177.47%, fee 10.0%)	\$2,574	\$12,160	\$15,840	\$5,720	\$9,180	\$3,080			
Total Labor Cost	3,052	3,052	3,052	3,052	3,052	3,052			
Direct Expenses	\$7,856	\$37,114	\$48,346	\$17,458	\$28,019	\$9,401			\$148,195
Total Stantec Effort									\$805
Total Stantec Effort									\$149,000
Miscellaneous Support									
Subconsultant Efforts									
Subconsultant -- TBD									\$13,000
Total All Work									\$162,000

EXHIBIT A-6

Stantec Consulting Monitor & Support Budget September 21, 2016

Task Description	Principal	Project Manager	Senior Engineer	Engineer	Junior Engineer	Entry Level Engineer	Total Hours	Total Direct Labor	Total Labor Cost
Task 1 Monitor Daily & Monthly Traffic & Revenue Reports	4	40	40	40	40	40	204	\$13,268	\$40,496
Task 2 Sketch Level Studies	4	40	80	40	40	40	244	\$16,468	\$50,263
Task 3 Toll Schedule Evaluation	4	40	40	40	40	40	204	\$13,268	\$40,496
Task 4 Simulation Studies	4	40	80	80	80	40	324	\$20,868	\$63,693
Task 5 Miscellaneous Support	4	120	140	140	100	40	544	\$38,068	\$116,190
Total Hours	20	280	380	340	300	200	1520	\$101,940	\$311,138
Labor Rate	\$117.00	\$95.00	\$80.00	\$65.00	\$45.00	\$35.00			
Total Direct Labor	\$2,340	\$26,600	\$30,400	\$22,100	\$13,500	\$7,000			
Multiplier (FAR 177.47%, fee 10.0%)	-3,052	3,052	-3,052	3,052	-3,052	3,052			
Total Labor Cost	\$7,142	\$81,188	\$92,786	\$67,453	\$41,204	\$21,365			
Direct Expenses									\$311,138
Total Stantec Effort									\$1,862
Total Stantec Effort									\$313,000
Miscellaneous Support									
Subconsultant Efforts									
Miscellaneous Support									
Subconsultant - TBD									\$25,000
Total All Work									\$338,000

Summary List of Stantec T&R Assignments -- 9/21/16			
Project	Task	Schedule	Comments
290E DC's: Sensitivities	T&R Results	By 9/23	With & W/O SH 130 widening
	1 Page Summary	By 9/27	
PBM Surcharge Options	T&R Model Output	By 9/30	Test range of values (1.33 to 2.00 for 2015 and 2020)
	Summary Memo	By 10/4	
Oakhill Parkway: Level 1 Study	T&R Results	By 10/28	At-grade & DC options
	Summary Memo	By 11/11	
290E DC's: Level 3 Study	Data Collection	Oct./Nov. '16	Check TxDOT cost sharing
	SED Update	Oct. '16 to Jan. '17	Check TxDOT & CAMPO cost sharing
	T&R Report	Spring 2017	
183A Phase 3: Level 3 Study	Data Collection	Spring 2017	Update traffic after MIP opening
	T&R Report	Fall 2017	



**CENTRAL TEXAS
Regional Mobility Authority**

September 28, 2016
AGENDA ITEM #10

Approve the minutes for the September 7,
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 September 7, 2016 Regular Board Meeting.

Backup provided: Draft Minutes, September 7, 2016 Regular Board Meeting.

MINUTES
Regular Meeting of the Board of
Directors of the
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
Wednesday, September 7, 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 September 1, 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 9:04 a.m. with the following Board members present: James H. Mills, Bob Bennett, David B. Armbrust, Charles Heimsath, David Singleton, Nikelle Meade.

2. Opportunity for Public Comment.

No public comment was provided.

Consent Board Items

Chairman Ray Wilkerson presented Items 3 through 7 for Board consideration as the consent agenda:

MOTION: Approval of consent agenda items 3-7.

RESULT: Approved (Unanimous); 7-0

MOTION BY: David Singleton

SECOND BY: Charles Heimsath

AYE: Wilkerson, Mills, Bennett, Meade, Armbrust, Heimsath, and Singleton.

NAY: None

Note: Board Member Meade abstained from voting on Item 3.

3. Authorize execution of a contract and initial work authorization with Jacobs Engineering Group, Inc. for Construction Engineering and Inspection services for the SH 45 Southwest

Project.

ADOPTED AS: RESOLUTION NO. 16-060

4. Approve execution of a contract and initial work authorization with Hicks & Company for Independent Environmental Compliance Management services for the SH 45 Southwest Project.

ADOPTED AS: RESOLUTION NO. 16-061

5. Approve Work Authorization No. 1 with Parsons Brinckerhoff, Inc. for general engineering consultant services related to the MoPac South Project.

ADOPTED AS: RESOLUTION NO. 16-062

6. Approve Work Authorization No. 2 with Parsons Brinckerhoff, Inc. for general engineering consultant services related to the 183 North Project.

ADOPTED AS: RESOLUTION NO. 16-063

7. Approve Work Authorization No. 3 with Parsons Brinckerhoff, Inc. for general engineering consultant services related to the SH 45 Southwest Project.

ADOPTED AS: RESOLUTION NO. 16-064

Regular Board Items

8. Approve the minutes for the July 27, Regular Board Meeting.

MOTION: Approval for July 27, 2016, Regular Board Meeting minutes.

RESULT: Approved (Unanimous); 7-0

MOTION BY: Bob Bennett

SECONDED BY: Jim Mills

AYE: Wilkerson, Mills, Bennett, Meade, Armbrust, Heimsath, and Singleton.

NAY: None.

9. Accept the financial statements for July 2016.

Speaking on: Mary Temple, Controller

MOTION: Accept the financial statements for July 2016

RESULT: Approved (Unanimous); 7-0

MOTION BY: Nikelle Meade

SECOND BY: Bob Bennett
AYE: Wilkerson, Mills, Bennett, Meade, Armbrust, Heimsath, and Singleton.
NAY: None

ADOPTED AS: RESOLUTION NO. 16-065

10. Exercise the option of the Mobility Authority under state law to develop, finance, construct, and operate the Manor Expressway (290E) Phase III Project as a toll project.

Note: Item 10 was tabled for consideration at a future Board Meeting. Mike Heiligenstein, Executive Director acknowledged David Plutowski, TXDOT's Statewide RMA Coordinator. Questions remain regarding the appropriate partnership arrangements between the RMA and TxDOT.

Executive Session Pursuant to Government Code, Chapter 551

Chairman Wilkerson announced in open session at 9:10 a.m. that the Board would recess the open meeting and reconvene in Executive Session to deliberate the following items:

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

11. Discuss acquisition of one or more parcels or interests in real property needed for the Bergstrom Expressway (183 South) Project and the Manor Expressway (US 290 E) Project and related legal issues, including consideration of the use of eminent domain to condemn property, pursuant to §551.072 (Deliberation Regarding Real Property; Closed Meeting) and §551.071 (Consultation with Attorney; Closed Meeting).

12. 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).

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

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

After completing the executive session, the Board reconvened in open meeting at 10:46 a.m. in the Lebermann Board Room.

Regular Board Items

15. Authorize negotiation and execution of a contract to purchase each of the following described parcels or property interests for the 183 South (Bergstrom Expressway) Project and for the 290E (Manor Expressway) Project:

- A. Parcel 147AC of the 183 South (Bergstrom Expressway) Project, in whole or as a 379 +/- feet denial of access from a 1.159 acre parcel of real estate, owned by KAF Development, and located at 609 S. Hwy 183, in Austin, TX 78741.

MOTION: Authorize the Executive Director to negotiate, execute and exercise an option to purchase a 1.159 acre parcel of real estate, owned by KAF Development, and located at 609 S. Hwy 183, in Austin, TX Travis County. The Executive Director is directed to determine whether acquisition of the entire parcel is in the best interests of the Mobility Authority prior to exercising the option. In the event the Executive Director determines that acquiring the entire parcel is not in the best interest of the Mobility Authority, the Executive Director is authorized to negotiate and execute a settlement agreement in an amount not to exceed \$465,000 to acquire 379 +/- feet denial of access from the same 1.159 acre parcel of real estate, owned by KAF Development, for public use to related to the expansion, construction, operation, and maintenance of Highway 183 South (Bergstrom Expressway), a state highway project, by adopting the resolution presented in executive session.

RESULT: Approved (Unanimous); 7-0

MOTION BY: Nikelle Meade

SECOND BY: Jim Mills

AYE: Wilkerson, Mills, Bennett, Meade, Armbrust, Heimsath, and Singleton.

NAY: None

ADOPTED AS: **RESOLUTION NO. 16-066**

- B. Parcel 114E of the 183 South (Bergstrom Expressway) Project, a 0.055 acre parcel of real estate, owned by Dr. Masoud Arami, Majid Kamalipour and Mohammed Arami and located at 6111 FM 969, Austin, TX 78725, in the 4000 Block of Ed Bluestein.

MOTION: Authorize the Executive Director to execute a settlement agreement in an amount not to exceed \$30,000 on a 0.055 acre parcel of real estate, owned by Dr. Masoud Arami, Majid Kamalipour and Mohammed Arami and located at 6111 FM 969, Austin, TX Travis County, for public use related to the expansion, construction, operation, and maintenance of Highway 183 South (Bergstrom Expressway), a state highway project, by adopting the resolution presented in executive session.

RESULT: Approved (Unanimous); 7-0

MOTION BY: Nikelle Meade

SECOND BY: Heimsath
AYE: Wilkerson, Mills, Bennett, Meade, Armbrust, Heimsath, and Singleton.
NAY: None

ADOPTED AS: RESOLUTION NO. 16-067

- C. Parcel 48 of the 290E (Manor Expressway) Project, a 0.747 acre acquisition from a 8.716 acre parcel of real estate, owned by Sovran Acquisition, LP, and located at 9717 Hwy 290E, Austin, TX 78724.

MOTION: Authorize the Executive Director to execute a settlement agreement in an amount not to exceed \$2,500,000 on a 0.747 acre acquisition from a 8.716 acre parcel of real estate, owned by Sovran Acquisition, LP, and located at 9717 Hwy 290E, Austin, TX Travis County, for public use related to the expansion, construction, operation, and maintenance of Highway 290E (Manor Expressway), a state highway project, by adopting the resolution presented in executive session.

RESULT: Approved (Unanimous); 7-0
MOTION BY: Nikelle Meade
SECOND BY: Bennett
AYE: Wilkerson, Mills, Bennett, Meade, Armbrust, Heimsath, and Singleton.
NAY: None

ADOPTED AS: RESOLUTION NO. 16-068

16. Consideration of the use of eminent domain to condemn property: Declare a public necessity to acquire the following described parcels of land, or interests therein, for the 183 South (Bergstrom Expressway) Project; and with respect to each such parcel or interest therein, authorize any of the following actions: (i) acquisition through negotiation or by the use of eminent domain to condemn the parcel or interest therein; (ii) execution of a contract to purchase, and (ii) execution of a possession and use agreement:

- A. Parcel E15 of the 183 South (Bergstrom Expressway) Project, a 0.242 acre parcel of real estate, owned by Church of Christ at East Side, and located at 5701 E. Martin Luther King, Jr. Blvd. in Austin, TX 78723.

MOTION: Authorize the use of the power of eminent domain to acquire an easement interest of a 0.242 acre parcel of real estate, owned by Church of Christ at East Side, and located at 5701 E. Martin Luther King, Jr. Blvd. in Austin, TX Travis County, for public use related to the expansion, construction, operation, and maintenance of 183 South Project (Bergstrom Expressway), a state highway project, by adopting the resolution presented in executive session.

RESULT: Approved (Unanimous);7-0

MOTION BY: Nikelle Meade

SECOND BY: Heimsath

AYE: Wilkerson, Mills, Bennett, Meade, Armbrust, Heimsath, and Singleton.

NAY: None

ADOPTED AS: RESOLUTION NO. 16-069

Briefing and Discussion on the Following:

17. Monthly update on transportation Projects.

A. Briefing on the MoPac Improvement Project.

Speaking on: Jeff Dailey, Deputy Executive Director
JD Stokes, HNTB Project Manager
Craig Martell, CH2M Executive Director – Special Projects Group

B. Briefing on the 183 South Project.

Speaking on: Justin Word, P.E., Director of Engineering
Aaron Autry, Atkins Senior Project Director
Steve Pustelnyk, Director of Community Relations

Discussion as to permitting process of the City of Austin and its critical path nature. In order to create manageable sized packages, the Agency divided the work into 20 packages. As of September 7, 2016 only six of those packages have been permitted for construction.

18. Executive Director's Report.

A. Reimbursement of project funds to Travis County for the Kellam Road project.

Speaking on: Mike Heiligenstein, Executive Director

B. Texas Transportation Commission Meeting and Luncheon, September 29, 2016.

Speaking on: Mike Heiligenstein, Executive Director

- 19.** WireOne Austin, Presentation by Jared Ficklin as requested by Board Members David Armbrust and Nikelle Meade.

Speaking on: Jared Ficklin, Partner, Chief Creative Technologist at argodesign

The CTRMA Board expressed interest in participating in a feasibility study to be conducted by the Texas A&M Transportation Institute. Mr. Heiligenstein stressed the importance of participation by other local stakeholders such as the City of Austin, Travis County and CapMetro. It was cited as critical that the City of Austin participate and acknowledge the use of city ROW would result from such a project, in all likelihood.

- 20.** Adjourn meeting.



**CENTRAL TEXAS
Regional Mobility Authority**

September 28, 2016
AGENDA ITEM #11

Accept the financial statements for
August 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 August 2016.

Backup provided: Draft Financial Statements for August 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 AUGUST 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 August 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 August 2016, attached as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of September 2016.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2017	Actual Year to Date 8/31/2016	Percent of Budget	Actual PY to Date 8/31/2015
Revenue				
Operating Revenue				
Toll Revenue-TxTag-183A	26,352,946	4,951,627	18.79%	4,598,756
Toll Revenue-HCTRA-183A	2,306,626	477,485	20.70%	402,968
Toll Revenue-NTTA-183A	3,869,188	789,601	20.41%	598,725
Toll Revenue-TxTag-MoPac ML	1,724,750	-	-	-
Toll Revenue-TxTag-Manor	9,013,151	1,636,161	18.15%	1,503,880
Toll Revenue-HCTRA Manor	1,685,258	360,022	21.36%	313,190
Toll Revenue-NTTA-Manor	599,367	116,622	19.46%	91,174
Toll Revenue-TxTag-71E	1,003,750	-	-	-
Video Tolls 183A	11,476,562	1,696,394	14.78%	1,269,167
Video Tolls Manor Expressway	4,553,481	594,482	13.06%	490,158
Fee Revenue 183A	4,581,141	635,076	13.86%	465,056
Fee Revenue Manor Expressway	2,295,839	295,232	12.86%	224,485
Total Operating Revenue	69,462,060	11,552,703	16.63%	9,957,559
Other Revenue				
Interest Income	250,000	97,233	38.89%	58,985
Grant Revenue	700,000	3,014,788	430.68%	746,003
Reimbursed Expenditures	1,555,396	50,553	3.25%	2,849
Total Other Revenue	2,505,396	3,162,573	126.23%	807,838
Total Revenue	\$ 71,967,456	\$ 14,715,276	20.45%	10,765,396

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2017	Actual Year to Date 8/31/2016	Percent of Budget	Actual PY to Date 8/31/2015
Expenses				
Salaries and Wages				
Salary Expense-Regular	2,967,036	466,773	15.73%	382,168
Salary Reserve	80,000	-	-	-
TCDRS	415,385	66,097	15.91%	54,118
FICA	128,873	21,336	16.56%	18,457
FICA MED	45,627	6,764	14.82%	5,561
Health Insurance Expense	332,091	72,050	21.70%	43,820
Life Insurance Expense	14,167	692	4.89%	640
Auto Allowance Expense	10,200	1,700	16.67%	1,700
Other Benefits	269,785	15,077	5.59%	16,557
Unemployment Taxes	15,463	-	-	6
Total Salaries and Wages	4,278,627	650,490	15.20%	523,028

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2017	Actual Year to Date 8/31/2016	Percent of Budget	Actual PY to Date 8/31/2015
Administrative				
Administrative and Office Expenses				
Accounting	20,000	1,275	6.37%	2,036
Auditing	74,000	-	-	-
Human Resources	30,000	1,656	5.52%	387
IT Services	88,000	10,782	12.25%	1,926
Internet	1,700	365	21.46%	312
Software Licenses	55,725	14,636	26.26%	2,276
Cell Phones	14,542	1,597	10.98%	1,182
Local Telephone Service	12,000	2,542	21.18%	1,213
Overnight Delivery Services	850	5	0.62%	71
Local Delivery Services	1,050	-	-	-
Copy Machine	12,000	2,643	22.03%	2,944
Repair & Maintenance-General	1,000	-	-	-
Meeting Facilities	1,000	-	-	-
Community Meeting/ Events	2,000	-	-	-
Meeting Expense	15,250	1,256	8.24%	451
Public Notices	2,000	-	-	-
Toll Tag Expense	1,900	210	11.05%	45
Parking	3,600	173	4.80%	550
Mileage Reimbursement	11,200	329	2.94%	839
Insurance Expense	150,000	23,843	15.90%	15,420
Rent Expense	558,000	65,524	11.74%	63,013
Legal Services	525,000	25	-	32,109
Total Administrative and Office Expenses	1,580,817	126,861	8.03%	124,773
Office Supplies				
Books & Publications	6,150	-	-	114
Office Supplies	21,000	3,699	17.62%	838
Computer Supplies	17,000	2,146	12.62%	4,352
Copy Supplies	2,500	62	2.47%	423
Other Reports-Printing	10,000	430	4.30%	-
Office Supplies-Printed	2,700	-	-	-
Misc Materials & Supplies	3,750	982	26.17%	25
Postage Expense	5,850	93	1.60%	66
Total Office Supplies	68,950	7,412	10.75%	5,818

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2017	Actual Year to Date 8/31/2016	Percent of Budget	Actual PY to Date 8/31/2015
Communications and Public Relations				
Graphic Design Services	75,000	-	-	-
Website Maintenance	140,000	280	0.20%	-
Research Services	105,000	-	-	-
Communications and Marketing	469,900	-	-	-
Advertising Expense	336,500	6,900	2.05%	2,464
Direct Mail	10,000	-	-	-
Video Production	35,000	8,820	25.20%	-
Photography	10,000	-	-	-
Radio	10,000	-	-	-
Other Public Relations	125,000	-	-	-
Promotional Items	10,000	-	-	-
Displays	5,000	-	-	-
Annual Report printing	5,000	-	-	-
Direct Mail Printing	11,300	-	-	-
Other Communication Expenses	1,000	513	51.28%	215
Total Communications and Public Relations	1,348,700	16,513	1.22%	2,679
Employee Development				
Subscriptions	3,300	275	8.35%	-
Memberships	50,750	2,724	5.37%	3,384
Continuing Education	11,750	-	-	-
Professional Development	6,700	-	-	123
Other Licenses	1,250	-	-	390
Seminars and Conferences	44,000	5,329	12.11%	1,375
Travel	88,000	13,476	15.31%	13,529
Total Employee Development	205,750	21,804	10.60%	18,801

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2017	Actual Year to Date 8/31/2016	Percent of Budget	Actual PY to Date 8/31/2015
Financing and Banking Fees				
Trustee Fees	15,000	-	-	-
Bank Fee Expense	8,000	999	12.49%	1,049
Continuing Disclosure	10,000	-	-	-
Arbitrage Rebate Calculation	8,000	-	-	-
Rating Agency Expense	30,000	15,000	50.00%	14,000
Total Financing and Banking Fees	71,000	15,999	22.53%	15,049
Total Administrative	3,275,217	188,589	5.76%	167,119
Operations and Maintenance				
Operations and Maintenance Consulting				
GEC-Trust Indenture Support	165,000	-	-	-
GEC-Financial Planning Support	10,500	-	-	-
GEC-Toll Ops Support	45,000	-	-	-
GEC-Roadway Ops Support	331,667	-	-	-
GEC-Technology Support	40,000	-	-	-
GEC-Public Information Support	30,000	-	-	-
GEC-General Support	1,176,000	-	-	-
General System Consultant	70,000	190	0.27%	24,864
Traffic and Revenue Consultant	80,000	19,807	24.76%	22,452
Total Ops and Mtce Consulting	1,948,167	19,997	1.03%	47,316
Road Operations and Maintenance				
Roadway Maintenance	4,871,600	279,869	5.74%	818
Landscape Maintenance	5,000	-	-	-
Signal & Illumination Maint	20,000	-	-	-
Maintenance Supplies-Roadway	45,000	367	0.81%	31,570
Tools & Equipment Expense	750	-	-	-
Gasoline	6,000	947	15.78%	125
Repair & Maintenance-Vehicles	1,500	266	17.75%	20
Electricity - Roadways	180,000	19,379	10.77%	12,784
Total Road Operations and Maintenance	5,129,850	300,828	5.86%	45,317

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2017	Actual Year to Date 8/31/2016	Percent of Budget	Actual PY to Date 8/31/2015
Toll Processing and Collection Expense				
Image Processing	2,300,000	216,350	9.41%	305,749
Tag Collection Fees	3,240,000	355,779	10.98%	277,517
Court Enforcement Costs	40,000	3,300	8.25%	2,300
DMV Lookup Fees	5,000	36	0.73%	423
Total Toll Processing and Collections	5,585,000	575,465	10.30%	585,988
Toll Operations Expense				
Generator Maintenance	-	-	-	1,850
Generator Fuel	6,000	19	0.32%	-
Fire and Burglar Alarm	500	-	-	-
Elevator Maintenance	3,000	-	-	-
Refuse	1,200	229	19.06%	70
Pest Control	1,600	-	-	-
Custodial	2,500	-	-	250
Telecommunications	90,000	13,267	14.74%	14,594
Water	10,500	3,023	28.79%	-
Electricity	1,200	70	5.83%	-
ETC spare parts expense	1,600	-	-	-
Repair & Maintenance Toll Equip	275,000	-	-	-
Law Enforcement	273,182	22,857	8.37%	21,316
ETC Maintenance Contract	1,755,098	-	-	113,775
ETC Toll Management Center System Operation	49,098	-	-	-
ETC Testing	10,000	-	-	-
Total Toll Operations	2,480,478	39,465	1.59%	151,855
Total Operations and Maintenance	15,143,495	935,755	6.18%	830,477
Other Expenses				
Special Projects and Contingencies				
HERO	700,000	198	0.03%	-
Special Projects	125,000	12,027	9.62%	118,833
Other Contractual Svcs	105,000	4,000	3.81%	4,000
Contingency	300,000	-	-	2,059
Total Special Projects and Contingencies	1,230,000	16,225	1.32%	124,892

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2017	Actual Year to Date 8/31/2016	Percent of Budget	Actual PY to Date 8/31/2015
Non Cash Expenses				
Amortization Expense	383,230	63,872	16.67%	63,872
Amort Expense - Refund Savings	1,027,860	171,753	16.71%	171,310
Dep Exp- Furniture & Fixtures	2,207	368	16.67%	-
Dep Expense - Equipment	9,692	2,143	22.12%	842
Dep Expense - Autos & Trucks	6,406	1,068	16.67%	575
Dep Expense-Buildng & Toll Fac	177,115	29,519	16.67%	29,519
Dep Expense-Highways & Bridges	22,012,091	2,911,869	13.23%	2,808,644
Dep Expense-Communic Equip	196,115	32,686	16.67%	32,686
Dep Expense-Toll Equipment	2,756,238	459,373	16.67%	458,798
Dep Expense - Signs	325,893	54,316	16.67%	54,316
Dep Expense-Land Improvemts	884,934	147,489	16.67%	147,489
Depreciation Expense-Computers	16,203	2,701	16.67%	2,808
Total Non Cash Expenses	27,797,984	3,877,156	13.95%	3,770,859
Total Other Expenses	29,027,984	3,893,381	13.41%	3,895,751
Non Operating Expenses				
Non Operating Expense				
Bond issuance expense	200,000	970,621	485.31%	35,585
Interest Expense	42,813,675	5,363,567	12.53%	6,998,453
Community Initiatives	100,000	5,000	5.00%	-
Total Non Operating Expense	43,113,675	6,339,189	14.70%	7,034,038
Total Expenses	\$ 94,838,998	\$ 12,007,404	12.66%	\$ 12,450,412
Net Income	\$ (22,871,542)	\$ 2,707,873		\$ (1,685,016)

Central Texas Regional Mobility Authority

Balance Sheet

	as of 8/31/2016	as of 8/31/2015
	Assets	
Current Assets		
Cash		
Regions Operating Account	\$ 753,203	\$ 590,770
Cash In TexSTAR	683,155	681,269
Regions Payroll Account	171,124	132,612
Restricted Cash		
Fidelity Govt MMA	248,556,922	236,347,174
Restricted Cash-TexStar	71,120,275	6,719,846
Overpayments account	140,376	102,371
Total Cash and Cash Equivalents	321,425,055	244,574,043
Accounts Receivable		
Accounts Receivable	14,485	17,717
Due From Other Agencies	6,717,549	-
Due From TTA	836,931	692,042
Due From NTTA	427,015	320,618
Due From HCTRA	837,780	348,820
Due From TxDOT	82,995,791	8,447,078
Interest Receivable	619,195	107,566
Total Receivables	92,448,745	9,933,841
Short Term Investments		
Agencies	204,826,635	31,229,784
Total Short Term Investments	204,826,635	31,229,784
Total Current Assets	618,700,435	285,737,668
Total Construction In Progress	343,692,867	141,597,096
Fixed Assets (Net of Depreciation)		
Computers	37,571	53,773
Computer Software	1,084,076	1,449,205
Furniture and Fixtures	14,716	-
Equipment	10,836	2,530
Autos and Trucks	19,753	-
Buildings and Toll Facilities	5,438,134	5,626,142
Highways and Bridges	610,825,948	612,125,124
Communication Equipment	185,736	362,438
Toll Equipment	16,797,322	19,517,621
Signs	11,202,040	11,527,933
Land Improvements	11,361,384	12,246,318
Right of Way	86,849,829	86,838,919
Leasehold Improvements	158,774	176,876
Total Fixed Assets	743,986,119	749,926,879
Other Assets		
Intangible Assets-Net	103,186,941	12,729,113
2005 Bond Insurance Costs	4,679,389	4,892,897
Prepaid Insurance	11,340	7,710
Deferred Outflows (pension related)	780,064	-
Pension Asset	202,023	-
Total Other Assets	108,859,757	17,629,721
Total Assets	\$ 1,815,239,178	\$ 1,194,891,364

Central Texas Regional Mobility Authority

Balance Sheet

	as of 8/31/2016	as of 8/31/2015
Liabilities		
Current Liabilities		
Accounts Payable	\$ 514,889	\$ 1,198,900
Construction Payable-Maha Loop	690,734	3,723,457
Overpayments	142,690	104,381
Interest Payable	8,864,683	6,639,246
Due to Other Funds	-	-
TCDRS Payable	50,414	36,892
Medical Reimbursement Payable	(2,060)	-
Deferred Compensation Payable	(8,961)	-
Due to Other Entities	681,636	706,517
Total Current Liabilities	10,934,026	12,409,393
Long Term Liabilities		
Compensated Absences	138,927	189,089
Deferred Inflows (pension related)	172,017	-
Total Long Term Payables	310,944	189,089
Bonds Payable		
Senior Lien Revenue Bonds:		
Senior Lien Revenue Bonds 2010	65,263,877	112,379,320
Senior Lien Revenue Bonds 2011	13,708,203	308,820,341
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	-
Senior Lien Refunding Revenue Bonds 2016	358,030,000	-
Sn Lien Rev Bnd Prem/Disc 2010	-	46,403
Sn Lien Rev Bnd Prem/Disc 2011	-	(3,384,308)
Sn Lien Rev Bnd Prem/Disc 2013	11,704,472	13,817,843
Sn Lien Revenue Bnd Prem 2015	22,970,941	-
Sn Lien Put Bnd Prem 2015	7,142,214	-
Senior lien premium 2016 revenue bonds	59,618,091	-
Total Senior Lien Revenue Bonds	1,053,892,798	614,234,599
Sub Lien Revenue Bonds:		
Subordinated Lien Bond 2011	-	70,000,000
Sub Refunding Bnds 2013	102,030,000	102,530,000
Sub Debt Refunding Bonds 2016	74,690,000	-
Sub Lien Bond 2011 Prem/Disc	-	(1,772,711)
Sub Refunding 2013 Prem/Disc	2,732,654	3,220,002
Sub Refunding 2016 Prem/Disc	10,754,028	-
Tot Sub Lien Revenue Bonds	190,206,681	173,977,292
Other Obligations		
TIFIA Note 2015	51,394	-
SIB Loan 2015	19,751,432	-
State Highway Fund Loan 2015	19,751,432	-
2011 Regions Draw Down Note	-	1,221,439
2013 American Bank Loan	5,300,000	5,300,000
Total Other Obligations	44,854,257	6,521,439
Total Long Term Liabilities	1,289,264,681	794,922,419
Total Liabilities	1,300,198,707	807,331,812
Net Assets		
Contributed Capital	35,847,060	35,847,060
Net Assets Beginning	476,485,538	353,268,910
Current Year Operations	2,707,873	(1,556,418)
Total Net Assets	515,040,471	387,559,553
Total Liabilities and Net Assets	\$ 1,815,239,178	\$ 1,194,891,364

Central Texas Regional Mobility Authority
Statement of Cash Flows - FY 2016 - Unaudited
as of August 31, 2016

Cash flows from operating activities:

Receipts from toll fees	\$ 10,610,137
Receipts from other fees	50,553
Payments to vendors	(2,454,756)
Payments to employees	(661,935)
Net cash flows provided by (used in) operating activities	<u>7,543,999</u>

Cash flows from capital and related financing activities:

Proceeds from notespayable	28,100,170
Refunding of Bonds	(9,204,694)
Receipts from Department of Transportation	2,609,012
Payments on interest	(17,076,379)
Acquisition of capital assets	(25,535)
Acquisitions of construction in progress	(32,587,410)
Net cash flows provided by (used in) capital and related financing activities	<u>(28,184,837)</u>

Cash flows from investing activities:

Interest income	222,218
Purchase of investments	(67,192,717)
Proceeds from sale or maturity of investments	14,082,409
Net cash flows provided by (used in) investing activities	<u>(52,888,090)</u>

Net increase (decrease) in cash and cash equivalents (73,528,929)

Cash and cash equivalents at beginning of period	<u>323,150,553</u>
Cash and cash equivalents at end of June	<u>\$ 249,621,624</u>

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

Operating income	<u>\$ 6,106,794</u>
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation and amortization	3,705,403
Changes in assets and liabilities:	
Decrease in accounts receivable	(942,566)
(Increase) decrease in prepaid expenses and other assets	96,262
(Increase) in non-cash revenue (due from other agencies)	
(Decrease) increase in accounts payable	(1,327,720)
Increase (decrease) in accrued expenses	(94,175)
Total adjustments	<u>1,437,205</u>
Net cash flows provided by (used in) operating activities	<u>\$ 7,543,999</u>

Reconciliation of cash and cash equivalents:

Unrestricted cash and cash equivalents	\$ 1,064,702
Restricted cash and cash equivalents	248,556,922
Total	<u>\$ 249,621,624</u>

INVESTMENTS by FUND

		Balance		
			August 31, 2016	
Renewal & Replacement Fund				TexSTAR 71,803,430.13
	TexSTAR	503,742.44		CD's -
	Regions Sweep	188,286.34		Regions Sweep 248,172,277.71
	Agencies		692,028.78	Agencies 204,826,246.55
TxDOT Grant Fund				
	TexSTAR	4,083,482.13		
	Regions Sweep	5,459,522.80		
	CD's			
	Agencies		9,543,004.93	
Senior Debt Service Reserve Fund				
	TexSTAR	10,594,552.88		
	Regions Sweep	17,589,492.84		
	Agencies	51,467,913.84	79,651,959.56	
Senior Debt Service Reserve 2015				
	Regions Sweep	-	-	
2010 Senior Lien DSF				
	Regions Sweep	634,696.94		
	TexSTAR	-	634,696.94	
2011 Debt Service Acct				
	Regions Sweep	749,924.90	749,924.90	
2013 Sr Debt Service Acct				
	Regions Sweep	6,474,059.74	6,474,059.74	
2013 Sub Debt Service Account				
	Regions Sweep	1,100,782.91	6,102,044.68	
	TexSTAR	5,001,261.77		
2015 Sr Capitalized Interest				
	Regions Sweep	68,030,187.92	68,030,187.92	
2015A Debt Service Account				
	Regions Sweep	3.30	3.30	
2015B Debt Service Account				
	Regions Sweep	573,511.53	573,511.53	
2016 Sr Lien Rev Refunding Cost of Issuance				
	Regions Sweep	52,609.62	52,609.62	
2016 Sr Lien Rev Refunding Debt Service Account				
	Regions Sweep	8,723,497.76	8,723,497.76	
2016 Sub Lien Rev Refunding Cost of Issuance				
	Regions Sweep	78,934.22	78,934.22	
2016 Sub Lien Rev Refunding Bond Proceeds Clearing Fund				
	Regions Sweep	-	-	
2016 Sub Lien Rev Refunding Debt Service Account				
	Regions Sweep	1,331,727.13	1,331,727.13	
2016 Sub Lien Rev Refunding DSR				
	Regions Sweep	6,626,388.72	6,626,388.72	
2011 Sub Debt DSRF				
	Regions Sweep	-	-	
	CD's		-	
2011 Sub DSF				
	Regions Sweep	-	-	
Operating Fund				
	TexSTAR	683,155.23		
	TexSTAR-Trustee	1,459,705.03		
	Regions Sweep	-	2,142,860.26	
Revenue Fund				
	Regions Sweep	1,764,162.66	1,764,162.66	
General Fund				
	TexSTAR	25,007,228.07		
	Regions Sweep	9,632,804.22		
	Agencies	4,413,860.00	39,053,892.29	
2013 Sub Debt Service Reserve Fund				
	Regions Sweep	3,467,492.74		
	Agencies		3,467,492.74	
MoPac Construction Fund				
	Regions Sweep	52,038,029.00	52,038,029.00	
2011 Sub Debt Project fund				
	TexSTAR	4,185,038.54		
	Agencies			
	Regions Sweep	4,079,319.07	8,264,357.61	
2015B Project Account				
	Regions Sweep	19,733,803.86		
	Agencies	20,256,014.43	39,989,818.29	
2015A Project Account				
	TexSTAR	5,281,478.84		
	Regions Sweep	26,250.00		
	Agencies	128,688,458.28	133,996,187.12	
2015 TIFIA Project Account				
	Regions Sweep	50,198.27	50,198.27	
2015 State Highway Fund Project Account				
	Regions Sweep	17,873,265.56	17,873,265.56	
2015 SIB Project Account				
	Regions Sweep	3,788,477.29	3,788,477.29	
2011 Sr Financial Assistance Fund				
	Regions Sweep	11,928,708.25	26,932,493.45	
	TexSTAR	15,003,785.20		
2011 Senior Lien Project Fund				
	Regions Sweep	27.39		
	Agencies		27.39	
Developer Deposits				
	Regions Sweep	280,056.32	280,056.32	
45SW Trust Account Hays County				
	Regions Sweep	76,725.32	76,725.32	
45SW Trust Account Travis County				
	Regions Sweep	5,819,331.09	5,819,331.09	
			<u>\$ 524,801,954.39</u>	

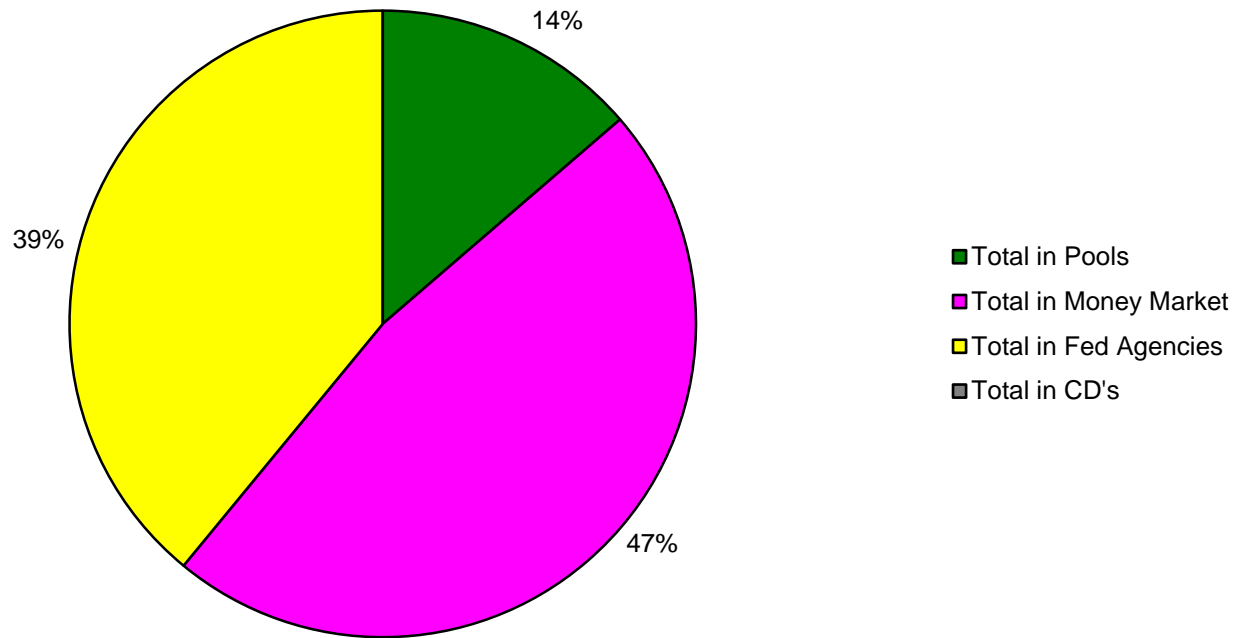
CTRMA INVESTMENT REPORT

	Month Ending 8/31/16					Rate August	
	Balance 6/1/2016	Additions	Discount Amortization	Accrued Interest	Withdrawals		Balance 8/31/2016
Amount in Trustee TexStar							
2011 Sub Lien Construction Fund	4,183,620.67			1,417.87		4,185,038.54	0.399%
2011 Sr Lien Financial Assist Fund	0.00	15,000,000.00		3,785.20		15,003,785.20	0.399%
2013 Sub Lien Debt Service Reserve General Fund	0.00	5,000,000.00		1,261.77		5,001,261.77	0.399%
Trustee Operating Fund	53.78	25,000,000.00		7,174.29		25,007,228.07	0.399%
Renewal and Replacement	1,809,649.03	1,649,501.66		554.34	2,000,000.00	1,459,705.03	0.399%
TxDOT Grant Fund	503,571.79			170.65		503,742.44	0.399%
Senior Lien Debt Service Reserve Fund	82,444.82	4,000,000.00		1,037.31		4,083,482.13	0.399%
2015A Sr Ln Project Subaccount	591,828.87	10,000,000.00		2,724.01		10,594,552.88	0.399%
	10,258,465.52			3,148.55	4,980,135.23	5,281,478.84	
	17,429,634.48	60,649,501.66		21,273.99	6,980,135.23	71,120,274.90	
Amount in TexStar Operating Fund	682,918.42	2,000,000.00		236.81	2,000,000.00	683,155.23	0.399%
Regions Sweep Money Market Fund							
Operating Fund	0.00	1,649,500.00		1.66	1,649,501.66	0.00	0.110%
45SW Trust Account Travis County	6,092,435.78			600.50	273,705.19	5,819,331.09	0.110%
45SW Trust Account Hays County	76,717.86			7.46		76,725.32	0.110%
2015A Project Account	4,856,534.26	5,091,385.23		525.86	9,922,195.35	26,250.00	0.110%
2015B Project Account	19,731,884.73			1,919.13		19,733,803.86	0.110%
2015D State Highway Fund Project Acct	10,655,287.13	7,276,500.00		1,039.69	59,561.26	17,873,265.56	0.110%
2015C TIFIA Project Account	50,193.39			4.88		50,198.27	0.110%
2015E SIB Project Account	6,810,362.51	7,276,500.00		662.38	10,299,047.60	3,788,477.29	0.110%
2011 Sub Lien Project Acct	6,455,457.67			628.78	2,376,767.38	4,079,319.07	0.110%
2011 Senior Lien Project Acct	27.39					27.39	0.110%
Developer Deposits	100,046.59	180,000.00		9.73		280,056.32	0.110%
2011 Sr Financial Assistance Fund	26,926,089.41			2,618.84	15,000,000.00	11,928,708.25	0.110%
2010 Senior DSF	634,635.22			61.72		634,696.94	0.110%
2011 Senior Lien Debt Service Acct	749,851.97			72.93		749,924.90	0.110%
2011 Sub Debt Service Fund	1,328,057.68			119.64	1,328,177.32	0.00	0.110%
2013 Senior Lien Debt Service Acct	5,769,107.19	709,470.24		560.87	5,078.56	6,474,059.74	0.110%
2013 Subordinate Debt Service Acct	675,733.44	425,003.31		46.16		1,100,782.91	0.110%
2015 Sr Capitalized Interest	68,023,571.93			6,615.99		68,030,187.92	0.110%
2015A Debt Service Acct	3.30					3.30	0.110%
2015B Debt Service Acct	286,964.76	286,532.05		14.72		573,511.53	0.110%
2016 Sr Lien Rev Refunding Cost of Issuance	66,121.46			6.43	13,518.27	52,609.62	0.110%
2016 Sr Lien Rev Refunding Debt Service Account	8,722,649.39			848.37		8,723,497.76	0.110%
2016 Sub Lien Rev Refunding Cost of Issuance	0.00	680,045.49			601,111.27	78,934.22	0.110%
2016 Sub Lien Rev Refunding Bond Proceeds Clearing Fund	0.00	85,116,518.13			85,116,518.13	0.00	0.110%
2016 Sub Lien Rev Refunding Debt Service Account	0.00	1,331,727.13				1,331,727.13	0.110%
2016 Sub Lein Rev Refunding DSR	0.00	6,626,388.72				6,626,388.72	0.110%
TxDOT Grant Fund	9,458,602.85			919.95	4,000,000.00	5,459,522.80	0.110%
Renewal and Replacement	188,268.03			18.31		188,286.34	0.110%
Revenue Fund	2,515,964.50	9,562,218.37		273.86	10,314,294.07	1,764,162.66	0.110%
General Fund	31,410,414.02	8,191,267.48		2,860.93	29,971,738.21	9,632,804.22	0.110%
2011 Sub Debt Service Reserve Fund	7,072,173.75			687.84	7,072,861.59	0.00	0.110%
Senior Lien Debt Service Reserve Fund	25,052,062.04	2,535,000.00		2,430.80	10,000,000.00	17,589,492.84	0.110%
2013 Sub Debt Service Reserve Fund	8,466,669.27			823.47	5,000,000.00	3,467,492.74	0.110%
MoPac Managed Lane Construction Fund	54,372,103.94			5,765.60	2,339,840.54	52,038,029.00	0.110%
	306,547,991.46	136,938,056.15	0.00	30,146.50	195,343,916.40	248,172,277.71	
Amount in Fed Agencies and Treasuries							
Amortized Principal	207,373,834.51		(47,587.96)			204,826,246.55	
	207,373,834.51	0.00	(47,587.96)	0.00	2,500,000.00	204,826,246.55	
Certificates of Deposit						0.00	
Total in Pools	18,112,552.90	62,649,501.66		21,510.80	8,980,135.23	71,803,430.13	
Total in Money Market	306,547,991.46	136,938,056.15		30,146.50	195,343,916.40	248,172,277.71	
Total in Fed Agencies	207,373,834.51		(47,587.96)		2,500,000.00	204,826,246.55	
Total Invested	532,034,378.87	199,587,557.81	(47,587.96)	51,657.30	206,824,051.63	524,801,954.39	

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 August 31, 2016

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
Farmer Mac	31315PV55	2,501,200.00	2,500,300.00	2,502,025.00	0.7751%	3/11/2015	2/23/2017	Senior DSRF
Federal Farm Credit	3133ECA79	4,959,250.00	4,978,493.06	4,996,050.00	1.2155%	3/11/2015	3/19/2018	Senior DSRF
Northeast Texas ISD	659155HX6	2,534,600.00	MATURED	MATURED	0.6010%	8/3/2015	8/1/2016	Senior DSRF
Federal Farm Credit	3133EE4K3	24,928,346.00	24,957,623.98	24,993,500.00	0.7200%	1/13/2016	7/21/2017	Senior DSRF
Federal Farm Credit	3133EFSG3	10,057,749.23	10,043,311.88	10,033,400.00	0.8421%	2/8/2016	3/14/2018	2015B Sr Project
Federal Home loan Bank	313378QK0	10,253,642.07	10,212,702.55	10,212,900.00	1.0369%	2/8/2016	3/8/2019	2015B Sr Project
Federal Home loan Bank	3030A3J70	5,001,836.28	5,000,581.92	17,009,690.00	0.5781%	2/9/2016	11/23/2016	2015A Sr Project
Federal Home loan Bank	3030A3J70	12,005,994.72	12,001,498.68		0.5580%	2/23/2016	11/23/2016	2015A Sr Project
Freddie Mac	3137EADF3	16,124,658.17	16,068,271.21	16,075,520.00	0.6259%	2/9/2016	11/23/2016	2015A Sr Project
Freddie Mac	3134G4Z84	9,850,343.91	9,833,994.30	9,835,770.00	0.8097%	2/18/2016	10/10/2017	2015A Sr Project
Federal Farm Credit	3133ECKC7	8,000,866.72	8,000,459.62	8,001,120.00	0.6400%	2/23/2016	3/28/2017	2015A Sr Project
Federal Home loan Bank	3130A2T97	8,270,315.03	8,270,052.55	8,271,157.80	0.4922%	3/30/2016	9/28/2016	2015A Sr Project
Federal Home loan Bank	3030A62S5	6,984,310.89	6,989,221.22	7,004,060.00	0.9053%	3/14/2016	8/28/2017	2015A Sr Project
Fannie MAE	3035G0GY3	8,037,563.20	8,017,830.63	8,025,120.00	0.7122%	3/14/2016	1/30/2017	2015A Sr Project
Fannie MAE	3135G0JA2	8,031,624.00	8,018,833.15	8,027,360.00	0.9023%	3/14/2016	4/27/2017	2015A Sr Project
Federal Home loan Bank	303370S22	14,536,023.18	14,440,682.12	14,472,870.00	0.9023%	3/7/2016	9/8/2017	2015A Sr Project
Federal Home loan Bank	3030A5QL6	8,000,900.56	8,000,562.85	8,010,000.00	0.7913%	3/4/2016	6/30/2017	2015A Sr Project
Freddie Mac	3137EADT3	8,013,462.84	8,006,810.61	8,013,440.00	0.6999%	3/4/2016	2/22/2017	2015A Sr Project
Federal Home loan Bank	313379FW4	8,027,415.64	8,017,294.91	8,020,400.00	0.7098%	3/30/2016	6/9/2017	2015A Sr Project
Federal Home loan Bank	3030A6SW8	10,039,900.00	10,031,500.00	10,027,300.00	0.7616%	4/11/2016	12/19/2016	Senior DSRF
Federal Home loan Bank	3030A6SW8	4,417,556.00	4,413,860.00	4,412,012.00	0.7616%	4/11/2016	12/19/2016	General
Federal Home loan Bank	313371PV2	8,058,893.21	8,022,364.51	8,026,400.00	0.4985%	4/12/2016	12/9/2016	2015A Sr Project
Federal Home loan Bank	3130A7T62	8,999,994.24	8,999,996.80	9,000,000.00	0.5501%	4/18/2016	1/18/2017	Senior DSRF
		207,636,445.89	204,826,246.55	204,970,094.80				

Agency	CUSIP #	COST	Cumulative			Interest Income		
			Amortization	8/31/2016 Book Value	Maturity Value	Accrued Interest	Amortization	August 31, 2016 Interest Earned
Farmer Mac	31315PV55	2,501,200.00	900.00	2,500,300.00	2,500,000.00	1,666.67	(50.00)	1,616.67
Federal Farm Credit	3133ECA79	4,959,250.00	(19,243.06)	4,978,493.06	5,000,000.00	3,916.67	1,131.94	5,048.61
Northeast Texas ISD	659155HX6	2,534,600.00	34,600.00	MATURED	2,500,000.00		MATURED	
Federal Farm Credit	3133EE4K3	24,928,346.00	(29,277.98)	24,957,623.98	25,000,000.00	15,000.00	3,852.37	18,852.37
Federal Farm Credit	3133EFSG3	10,057,749.23	14,437.35	10,043,311.88	10,000,000.00	9,166.67	(2,279.58)	6,887.09
Federal Home loan Bank	313378QK0	10,253,642.07	40,939.52	10,212,702.55	10,000,000.00	15,625.00	(6,861.37)	8,763.63
Federal Home loan Bank	3030A3J70	5,001,836.28	1,254.36	5,000,581.92	5,000,000.00	2,604.17	(193.97)	2,410.20
Federal Home loan Bank	3030A3J70	12,005,994.72	4,496.04	12,001,498.68	12,000,000.00	6,250.00	(499.56)	5,750.44
Freddie Mac	3137EADF3	16,124,658.17	56,386.96	16,068,271.21	16,000,000.00	16,666.67	(7,585.69)	9,080.98
Freddie Mac	3134G4Z84	9,850,343.91	16,349.61	9,833,994.30	9,800,000.00	9,187.50	(2,428.16)	6,759.34
Federal Farm Credit	3133ECKC7	8,000,866.72	407.10	8,000,459.62	8,000,000.00	4,333.33	(65.66)	4,267.67
Federal Home loan Bank	3130A2T97	8,270,315.03	262.48	8,270,052.55	8,270,000.00	3,445.83	(52.50)	3,393.33
Federal Home loan Bank	3030A62S5	6,984,310.89	(4,910.33)	6,989,221.22	7,000,000.00	4,375.00	818.39	5,193.39
Fannie MAE	3035G0GY3	8,037,563.20	19,732.57	8,017,830.63	8,000,000.00	8,333.33	(3,566.13)	4,767.20
Fannie MAE	3135G0JA2	8,031,624.00	12,790.85	8,018,833.15	8,000,000.00	7,500.00	(2,354.14)	5,145.86
Federal Home loan Bank	303370S22	14,536,023.18	95,341.06	14,440,682.12	14,250,000.00	26,718.75	(15,890.18)	10,828.57
Federal Home loan Bank	3030A5QL6	8,000,900.56	337.71	8,000,562.85	8,000,000.00	5,333.33	(56.28)	5,277.05
Freddie Mac	3137EADT3	8,013,462.84	6,652.23	8,006,810.61	8,000,000.00	5,833.33	(1,160.27)	4,673.06
Federal Home loan Bank	313379FW4	8,027,415.64	10,120.73	8,017,294.91	8,000,000.00	6,666.67	(1,921.66)	4,745.01
Federal Home loan Bank	3030A6SW8	10,039,900.00	8,400.00	10,031,500.00	10,000,000.00	8,333.33	(1,968.75)	6,364.58
Federal Home loan Bank	3030A6SW8	4,417,556.00	3,696.00	4,413,860.00	4,400,000.00	3,666.67	(866.25)	2,800.42
Federal Home loan Bank	313371PV2	8,058,893.21	36,528.70	8,022,364.51	8,000,000.00	10,833.33	(5,591.13)	5,242.20
Federal Home loan Bank	3130A7T62	8,999,994.24	(2.56)	8,999,996.80	9,000,000.00	4,125.00	0.64	4,125.64
		207,636,445.89	310,199.34	204,826,246.55	206,720,000.00	179,581.25	(47,587.96)	131,993.31

August 31, 2016

Certificates of Deposit Outstanding

Bank	CUSIP #	COST	Yield to Maturity	Purchased	Matures	August 31, 2016 Interest	FUND
		-				\$ -	

Travis County Escrow account				
Balance		Accrued		Balance
6/1/2016	Additions	Interest	Withdrawals	8/31/2016
\$ 403,253.95		\$ 39.70	\$ 18,649.04	\$ 384,644.61



Monthly Newsletter - August 2016

Performance

As of August 31, 2016

Current Invested Balance	\$5,436,604,745.94
Weighted Average Maturity (1)	38 Days
Weighted Average Maturity (2)	113 Days
Net Asset Value	1.000263
Total Number of Participants	817
Management Fee on Invested Balance	0.05%*
Interest Distributed	\$2,097,709.21
Management Fee Collected	\$233,032.59
% of Portfolio Invested Beyond 1 Year	9.76%
Standard & Poor's Current Rating	AAAm

August Averages

Average Invested Balance	\$5,502,659,385.24
Average Monthly Yield, on a simple basis	0.3990%
Average Weighted Average Maturity (1)*	39 Days
Average Weighted Average Maturity (2)*	114 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.

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

New Participants

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

- ★ Agua Special Utility District
- ★ Normangee ISD
- ★ City of Hudson Oaks
- ★ Somerville ISD

Holiday Reminder

In observance of **Columbus Day**, TexSTAR will be closed on **Monday, October 10, 2016**. All ACH transactions initiated on Friday, October 7th, will settle on Tuesday October 11th. Please plan accordingly for your liquidity needs.

Audit Confirmations

Please provide our new address to your auditors for any audit confirmations they may send to TexSTAR regarding your account.
TexSTAR Participant Services, 1201 Elm Street, Suite 3500, Dallas, Texas 75270

Economic Commentary

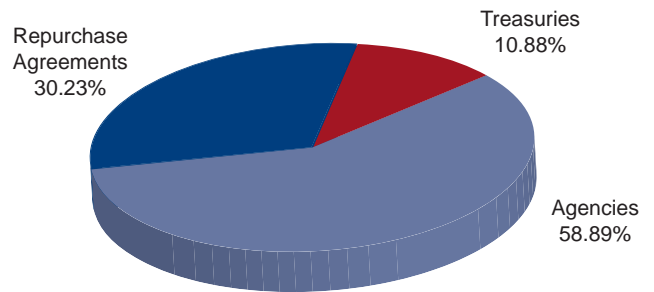
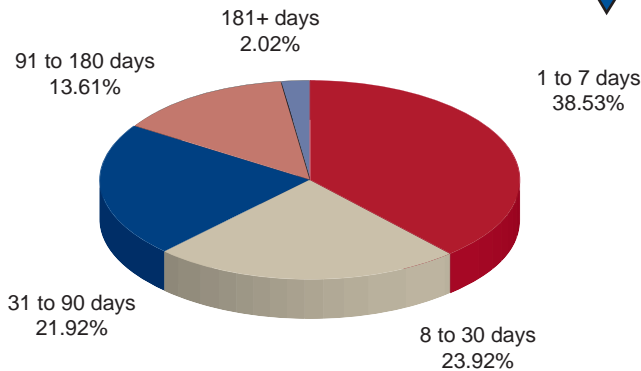
In August, global equity markets generally outperformed government bonds and credit spreads continued to tighten. The Fed attempted to adjust market expectations about a rate hike this year by noting that the case for raising rates has "strengthened" in recent months at the annual Jackson Hole symposium. The fed funds probability of a hike in September rose from 20% before the speech to 36% at month end. LIBOR rates have been steadily rising for the last several months, with three-month LIBOR rising 8 bps in August to 0.84% and 19 bps since the end of June. While historically such a rapid rise would signal credit stress, today's higher LIBOR reflect a change in the investment strategy of prime money market funds due to the new SEC Rule 2a-7 effective October 14th. Managers of prime funds have shortened the maturity of credits they purchase to prepare for flows out of their funds as a result of the new rules, taking away the largest investor in credit money market securities, and forcing issuers to issue at higher yields to entice new buyers. In terms of the timing for the next federal funds rate increase, the Fed has signaled a cautious approach to tightening which is focused more heavily on risk management. The Fed will wait for a clear path to raise rates in which the US economic data as well as financial markets conditions allow them to make a move. With US economic data more mixed in August, the Fed will need to see a steady string of positive US economic data accompanied by financial conditions which are not too restrictive to confirm even the possibility of an additional rate hike. The most anticipated forecast is for one rate hike during 2016 at the December FOMC.

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

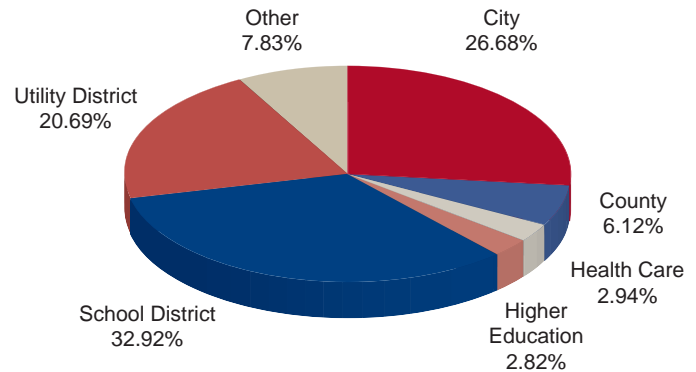
For more information about TexSTAR, please visit our web site at www.texstar.org.

Information at a Glance

Portfolio by Type of Investment As of August 31, 2016



Portfolio by Maturity As of August 31, 2016



Distribution of Participants by Type As of August 31, 2016

Historical Program Information

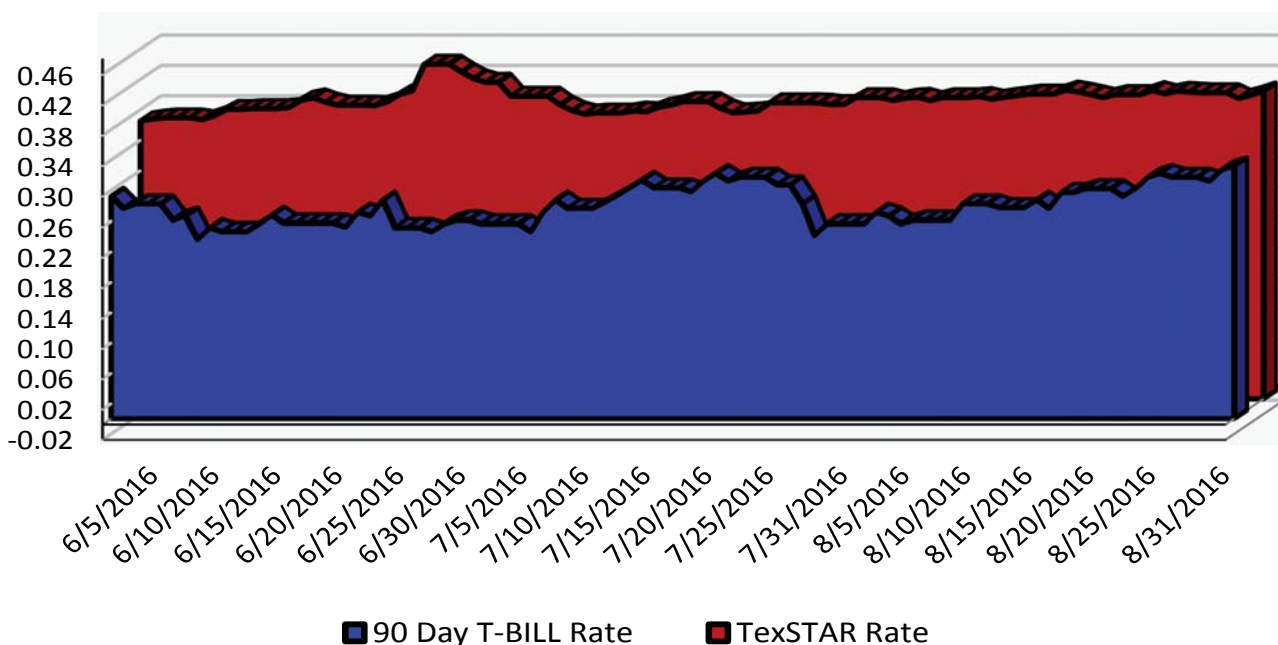
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Aug 16	0.3990%	\$5,436,604,745.94	\$5,438,039,955.56	1.000263	39	114	817
Jul 16	0.3861%	5,602,432,939.56	5,603,475,110.87	1.000186	46	113	813
Jun 16	0.3927%	5,286,667,625.92	5,287,554,140.45	1.000167	47	111	810
May 16	0.3664%	5,716,887,504.32	5,717,379,585.85	1.000086	48	111	807
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

Portfolio Asset Summary as of August 31, 2016

	Book Value	Market Value
Uninvested Balance	\$ (432.77)	\$ (432.77)
Accrual of Interest Income	2,931,626.71	2,931,626.71
Interest and Management Fees Payable	(2,133,051.15)	(2,133,051.15)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	1,643,074,999.70	1,643,074,999.70
Government Securities	3,792,731,603.45	3,794,166,813.07
Total	\$ 5,436,604,745.94	\$ 5,438,039,955.56

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 August 2016

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
8/1/2016	0.3919%	0.000010736	\$5,666,870,706.37	1.000188	40	114
8/2/2016	0.3951%	0.000010824	\$5,663,618,740.75	1.000178	41	114
8/3/2016	0.3962%	0.000010856	\$5,692,203,282.80	1.000204	41	114
8/4/2016	0.3918%	0.000010733	\$5,658,718,211.41	1.000208	40	114
8/5/2016	0.3958%	0.000010845	\$5,593,358,976.16	1.000244	39	113
8/6/2016	0.3958%	0.000010845	\$5,593,358,976.16	1.000244	39	113
8/7/2016	0.3958%	0.000010845	\$5,593,358,976.16	1.000244	39	113
8/8/2016	0.3972%	0.000010882	\$5,540,249,462.66	1.000258	39	113
8/9/2016	0.3935%	0.000010781	\$5,623,152,348.73	1.000259	39	112
8/10/2016	0.3961%	0.000010851	\$5,569,118,514.66	1.000283	39	115
8/11/2016	0.3982%	0.000010910	\$5,558,869,288.08	1.000275	38	112
8/12/2016	0.4004%	0.000010971	\$5,558,924,460.98	1.000270	38	113
8/13/2016	0.4004%	0.000010971	\$5,558,924,460.98	1.000270	38	113
8/14/2016	0.4004%	0.000010971	\$5,558,924,460.98	1.000270	38	113
8/15/2016	0.4057%	0.000011114	\$5,511,607,484.79	1.000267	38	113
8/16/2016	0.4031%	0.000011044	\$5,526,858,814.17	1.000265	37	112
8/17/2016	0.3996%	0.000010947	\$5,487,497,001.50	1.000266	37	112
8/18/2016	0.3959%	0.000010846	\$5,505,503,451.48	1.000271	39	113
8/19/2016	0.3997%	0.000010950	\$5,433,173,011.53	1.000268	41	118
8/20/2016	0.3997%	0.000010950	\$5,433,173,011.53	1.000268	41	118
8/21/2016	0.3997%	0.000010950	\$5,433,173,011.53	1.000268	41	118
8/22/2016	0.4050%	0.000011097	\$5,382,822,631.14	1.000263	41	118
8/23/2016	0.4009%	0.000010984	\$5,293,086,926.56	1.000269	41	119
8/24/2016	0.4042%	0.000011075	\$5,325,056,924.09	1.000260	40	118
8/25/2016	0.4031%	0.000011045	\$5,373,159,531.37	1.000251	39	116
8/26/2016	0.4022%	0.000011019	\$5,429,389,659.06	1.000243	39	115
8/27/2016	0.4022%	0.000011019	\$5,429,389,659.06	1.000243	39	115
8/28/2016	0.4022%	0.000011019	\$5,429,389,659.06	1.000243	39	115
8/29/2016	0.3948%	0.000010817	\$5,407,386,694.49	1.000245	39	114
8/30/2016	0.3990%	0.000010931	\$5,315,517,858.17	1.000252	40	116
8/31/2016	0.4045%	0.000011082	\$5,436,604,745.94	1.000263	38	113
Average	0.3990%	0.000010933	\$5,502,659,385.24		39	114

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>
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<i>Nicole Conley</i>	<i>Austin ISD</i>	<i>Advisory Board</i>
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<i>Becky Brooks</i>	<i>Government Resource Associates, LLC</i>	<i>Advisory Board</i>

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



J.P.Morgan
Asset Management



**CENTRAL TEXAS
Regional Mobility Authority**

September 28, 2016
AGENDA ITEM #12

Approve a Financial Assistance Agreement and
State Highway Fund loan agreement with the
Texas Department of Transportation for the SH 45
Southwest Project

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

Summary:

By Resolution No. 15-009 enacted January 28, 2015, the Board of Directors authorized filing applications for financial assistance with the Texas Department of Transportation (TxDOT) to develop and build the SH 45 Southwest Project (the Project). The resolution also authorized the Executive Director to negotiate any agreements required to obtain financial assistance from TxDOT.

On December 17, 2015, the Texas Transportation Commission gave preliminary approval for financial assistance to the Mobility Authority for the Project in the form of a grant in the amount of \$ 28,920,000 and a loan in the amount of \$60,000,000 for construction of the Project.

CTRMA staff have negotiated terms for the grant and loan, and are requesting the Board's approval to finalize and execute these agreements on behalf of the Mobility Authority. The loan and grant will also be presented to the Texas Transportation Commission for final approval on September 29, 2016.

Backup provided: To be provided at the Board Meeting

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

RESOLUTION 16-___

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A STATE HIGHWAY FUND LOAN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUST INDENTURE IN CONNECTION THEREWITH; AND ENACTING OTHER PROVISIONS RELATED THERETO

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, 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 and other applicable laws, 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 (iv) enter into the SHF Loan Agreement (as defined herein) for the purposes provided herein; and

WHEREAS, pursuant to the authority granted in the Act and other applicable laws, the Authority has determined to enter into the SHF Loan Agreement for the purpose of financing a portion of the Project Costs (as defined in the SHF Loan Agreement) of the SH 45 SW Project (as more fully described in the SHF Loan Agreement, the “Project”); and

WHEREAS, pursuant to Resolution No. 15-009 (“Resolution No. 15-009”), approved by the Board of Directors (the “Board”) of the Authority on January 28, 2015, the CTRMA filed with the Texas Department of Transportation (“TxDOT”), an application for financial assistance in the form of a loan to finance a portion of the Project Costs related to the design, development and construction of the Project; and

WHEREAS, under the terms of the SHF Loan Agreement, repayment of the Loan will be secured by the issuance and delivery by the Authority of a promissory note (the “Note”) and by a pledge of and first lien on revenues of the Project; and

WHEREAS, an agreement entitled “SHF Loan Agreement” (the “SHF Loan Agreement”) has been submitted by TxDOT to the Board for approval; and

WHEREAS, the Board has determined to approve the borrowing of \$60,000,000 by the Authority from TxDOT for the purposes herein specified, and to approve the form, terms and provisions of the SHF Loan Agreement and the Note and to authorize the execution and delivery thereof; and

WHEREAS, to provide additional security under the SHF Loan Agreement, the Authority has determined to enter into a Trust Indenture (the "Trust Indenture") between the Authority and Regions Bank, as Trustee, relating to the Note, the SHF Loan Agreement and the Project; and

WHEREAS, it is hereby found and determined that the meeting at which this Resolution is approved 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;

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 Borrowing. The Board hereby authorizes the borrowing by the Authority of \$60,000,000 from TxDOT for the purpose of financing a portion of the Project Costs relating to the design, development and construction of the Project.

Section 3. Approval of SHF Loan Agreement. The form, terms and provisions of the SHF Loan Agreement, evidencing the obligation of the Authority to repay the loan made pursuant thereto (the "Loan"), in the substantially final form presented at this meeting, are hereby approved, with such changes as may be approved by the officer executing such SHF Loan Agreement, such approval to be evidenced by the execution thereof. The Chair, Executive Director and Chief Financial Officer of the Authority are each hereby appointed to Act as an Authorized Representative under the SHF Loan Agreement and are each hereby authorized to (i) approve the final terms of the SHF Loan Agreement and the Note, and (ii) execute and deliver the SHF Loan Agreement and the Note.

Section 4. Approval of Trust Indenture. The form, terms and provisions of the Trust Indenture, evidencing the obligation of the Authority to repay the loan made pursuant thereto, in the substantially final form presented at this meeting, are hereby approved, with such changes as may be approved by the officer executing such Trust Indenture, such approval to be evidenced by the execution thereof. The Chair, Executive Director and Chief Financial Officer of the Authority are each hereby authorized to (i) approve the final terms of the Trust Indenture and (ii) execute and deliver the Trust Indenture.

Section 5. Further Actions. The officers 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, from time to time and on an ongoing

basis, as may be necessary or desirable to carry out and effectuate the purposes of this Resolution and the SHF Loan Agreement.

Section 6. Ratifying Other Actions. All other actions taken or to be taken by the Executive Director, Chief Financial Officer and other officers and staff of the Authority in connection with (i) the Loan and the execution and delivery of the SHF Loan Agreement, the Note and the Trust Indenture and (ii) the request submitted by the Authority to TxDOT for the Project to be designated as part of the state highway system are hereby approved, ratified and confirmed.

Section 7. Effective Date. This Resolution shall be in full force and effect from and upon its adoption.

Adopted by the Board of Directors of Central Texas Regional Mobility Authority on the 28th day of September, 2016.

Submitted and reviewed by:

Approved:

Geoff Petrov
General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

TRUST INDENTURE
BY AND BETWEEN
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
and
REGIONS BANK, AS TRUSTEE

Dated as of October 1, 2016

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TRUST INDENTURE

THIS TRUST INDENTURE, dated as of the 1st day of October, 2016 (this “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 (together with any successor trustee hereunder, the “Trustee”), an Alabama state banking corporation.

RECITALS

WHEREAS, the Authority and TxDOT have each authorized the execution and delivery of a State Highway Fund Loan Agreement (the “Loan Agreement”), dated as of _____, 2016, pursuant to which TxDOT will make a loan to the Authority in the aggregate principal amount not to exceed \$60,000,000 for the purpose of financing a portion of the costs related to the design, development and construction of the Project (as defined in the Loan Agreement); and

WHEREAS, the obligations of the Authority under the Loan Agreement will be secured by a promissory note (the “Note”), secured by and payable from the Trust Estate (as defined herein); and

WHEREAS, proceeds of the Note and certain other revenues and funds of the Authority will be deposited with the Trustee to be disbursed, allocated and applied pursuant to the terms of this Indenture and the Loan Agreement;

NOW, THEREFORE, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority, TxDOT and the Trustee do hereby mutually covenant and agree as follows:

ARTICLE I.

DEFINITIONS, STATUTORY AUTHORITY AND INTERPRETATION

Section 101. Definitions. The following terms shall, for all purposes of this Indenture, have the following meanings:

“Act” shall mean Chapter 370, Texas Transportation Code, as amended from time to time, together with the Constitution and other laws of the State of Texas applicable to the Authority.

“Amortized Value” shall mean, with respect to a Permitted Investment, the value of such Permitted Investment calculated by dividing the total premium or discount at which such Permitted Investment was acquired (exclusive of accrued interest other than accrued interest paid in connection with the acquisition of such Permitted Investment and not yet recovered) by the number of days remaining to the maturity of such Permitted Investment at the time of its acquisition and multiplying the amount so calculated by the number of days since such

acquisition and deducting or adding, as the case may be, the product thus obtained to the par value of such Permitted Investment.

“Authority” shall mean the Central Texas Regional Mobility Authority, a body politic and corporate and a political subdivision of the State of Texas, and its successors and assigns.

“Authorized Representative” shall mean, with respect to the Authority, the Executive Director, Chief Financial Officer and Controller of the Authority or any other employee, officer or member of the Board of Directors of the Authority authorized to perform specific acts or duties under this Indenture by resolution duly adopted by the Board of Directors of the Authority, a copy of which shall be filed with TxDOT and the Trustee.

“Debt Service Fund” shall mean the fund so designated and created in Section 301(d) of this Indenture.

“Debt Service Reserve Fund” shall mean the fund so designated and created in Section 301(e) of this Indenture.

“Depository” shall mean any bank or trust company appointed by the Authority as a depository of moneys and securities held under the Indenture.

“DSR Requirement” shall mean, for each Fiscal Year, an amount equal to the greater of (i) \$2,000,000 or (ii) the amount of the scheduled Annual Debt Service due in the next succeeding Fiscal Year.

“Fair Market Value” shall mean, as of any particular date of valuation: (i) as to Permitted Investments the bid and asked prices of which are published on a regular basis in a financial journal or publication of general circulation in the United States of America, the bid price for such Permitted Investments so published on or most recently prior to the date of valuation by the Trustee or any Depository; or (ii) as to Permitted Investments the bid and asked prices of which are not published on a regular basis in a financial journal or publication of general circulation in the United States of America, the average bid price on such Permitted Investments at the date of valuation by the Trustee or any Depository, as reported by any two nationally recognized dealers in such Permitted Investments.

“Indenture” shall mean this Trust Indenture, dated as of October 1, 2016, by and among the Authority and the Trustee.

“Loan Agreement” shall mean the State Highway Fund Loan Agreement dated _____, 2016, between the Authority and TxDOT.

“Note” shall mean the promissory note securing the payment obligations of the Authority under the Loan Agreement.

“Operation and Maintenance Fund” shall mean the fund so designated and created in Section 301(c) of this Indenture.

“Permitted Investments” shall mean any security or obligation or combination thereof permitted under the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended, and the Authority’s duly approved Investment Policy.

“Project Construction Fund” shall mean the fund so designated and created in Section 301(a) of this Indenture.

“Project Funds” means the Funds created in Section 301 hereof and any account or sub-account established in such Funds.

“Renewal and Replacement Fund” shall mean the fund so designated and created in Section 301(f) of this Indenture.

“Revenue Fund” shall mean the fund so designated and created in Section 301(b) of this Indenture.

“RRF Requirement” shall mean, for each Fiscal Year, an amount equal to the one year average of the capital improvement and Major Maintenance budget for the Project for the next five Fiscal Years, as estimated by the Authority’s General Engineering Consulting in its annual report to the Authority, as required by the Loan Agreement.

“State” shall mean the State of Texas.

“Surplus Fund” shall mean the fund so designated and created in Section 301(g) of this Indenture.

“Trustee” shall mean Regions Bank, an Alabama state banking corporation, and its successors in trust in its capacity as Trustee under this Indenture.

“Trust Estate” shall have the meaning given to such term in Section 201 of this Indenture.

“TxDOT” shall mean the Texas Department of Transportation, an agency of the State.

Section 102. Additional Definitions. Capitalized terms used in this Indenture and not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

Section 103. Recitals, Table of Contents, Titles and Headings. The terms and phrases used in this Indenture have been included for convenience of reference only and the meaning, construction and interpretation of such words and phrases for purposes of this Indenture shall be determined solely by reference to Section 101. The table of contents, titles and headings of the articles and sections of this 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 any of the terms or provisions hereof and shall never be considered or given any effect in construing this Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 104. Interpretation. 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, words of the singular number shall be construed to include correlative

words of the plural number and vice versa. References in this Indenture to numbered Articles, Sections or portions thereof shall refer to the respective Articles and Sections of this Indenture, unless expressly specified otherwise. The terms “hereof,” “herein,” “hereunder” and similar terms shall refer to this Indenture as a whole and not to any particular provision of this Indenture. This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Indenture.

[END OF ARTICLE I]

ARTICLE II.

ESTABLISHMENT OF THE TRUST ESTATE

Section 201. Granting Clauses. In order to secure the payment of the Note as the same become due and payable, whether at maturity or by prior prepayment, and the performance and observance of all of the covenants and conditions contained herein and in the Loan Agreement, and in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the acceptance of the Note by TxDOT, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority does hereby GRANT, BARGAIN, CONVEY, ASSIGN and PLEDGE to the Trustee and its successors in trust hereunder all right, title and interest of the Authority, whether now owned or hereafter acquired, in and to (i) all Project Revenues (subject to the requirements for transfers of Revenues to the Operation and Maintenance Fund set forth in Section 303); (ii) all moneys, including investment earnings, deposited into accounts or funds created in Section 301 or in a Supplemental Indenture to be held by or on behalf of the Trustee subject to the provisions of this Indenture relating to each of such funds and accounts (but excluding moneys on deposit in the Operation and Maintenance Fund and amounts held in the Project Construction Fund containing moneys that are restricted to another use, such as right-of-way contributions that may be used for only that purpose); and (iii) any insurance proceeds and other moneys required to be deposited in such accounts and funds by this Indenture or the provisions of a Supplemental Indenture (collectively, the "Trust Estate"), for the benefit and security of the Note and the Loan Agreement.

TO HAVE AND TO HOLD all the same, with rights and privileges appurtenant thereto, unto the Trustee and its successors in trust forever, subject, however, to all of the terms and provisions of this Indenture;

IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth, for the benefit and security of the Note and the Loan Agreement;

PROVIDED, HOWEVER, that if the Authority, its successors or assigns, shall well and truly pay, or cause to be paid, the principal amount of the Note and the interest due or to become due thereon, at the times and in the manner provided in the Note and the Loan Agreement according to the true intent and meaning thereof, and shall cause the payments to be made into the funds and accounts established herein in the amounts required hereby, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of this Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then, upon such payment and performance, this Indenture and the rights and liens hereby granted shall cease, determine and be void; otherwise, this Indenture is to be and shall remain in full force and effect.

Section 202. Time of Pledge; Delivery of Trust Estate. The grant, conveyance, assignment, mortgage and pledge of the Trust Estate, including the Pledged Revenues, pursuant to the provisions of this Indenture shall be effective from and after the delivery of the Note by the Authority of TxDOT. Nothing in the Indenture shall create an obligation on the part of the

Authority to physically deliver the Trust Estate to the Trustee except as expressly provided in this Indenture.

Section 203. Limited Obligations of Authority. The Note and the Loan Agreement shall be a limited obligation of the Authority payable solely from the Trust Estate, including the Pledged Revenues. The Note and the Loan Agreement shall constitute a valid claim against such Trust Estate, which is pledged to secure the payment of the principal amount of and interest on the Note, whether at maturity or upon prior prepayment, and which shall be utilized for no other purpose, except as expressly authorized in this Indenture. The Note and the Loan Agreement shall never constitute general obligations of the Authority and under no circumstances shall the Note and the Loan Agreement ever 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 as security for the payment thereof.

Section 204. Declaration. It is hereby expressly declared that the Trust Estate hereby pledged is to be applied, disbursed, dealt with and disposed of under, upon and subject to the terms, conditions, covenants, agreements, uses and purposes set forth in this Indenture.

[END OF ARTICLE II]

ARTICLE III.

FUNDS AND ACCOUNTS

Section 301. Establishment of Funds and Accounts. The following Funds are hereby established and created:

- (a) Project Construction Fund;
- (b) Revenue Fund;
- (c) Operation and Maintenance Fund;
- (d) Debt Service Fund;
- (e) Debt Service Reserve Fund;
- (f) Renewal and Replacement Fund; and
- (g) Surplus Fund.

The Authority reserves the right to establish one or more additional Funds for such purposes as the Authority may determine from time to time.

The Authority further reserves the right to establish one or more accounts and subaccounts within each Fund including, without limitation, accounts and subaccounts for the purpose of accounting for Note proceeds, Pledged Revenues and other amounts relating to the Note and the Loan Agreement and for such other purposes as the Authority may determine from time to time. Each such account or subaccount within a Fund shall be designated in a manner that indicates the identity of such Fund and that distinguishes such account or subaccount from all other accounts and subaccounts established under the Indenture.

All of such Funds and Accounts shall be established with, held and maintained by the Trustee. Amounts held at any time by the Trustee in any of the Funds and Accounts established and created pursuant to this Section (other than the Operation and Maintenance Fund, which shall be held outside this Indenture) shall be held in trust for the benefit of TxDOT separate and apart from all other funds of the Trustee and the Authority and shall be disbursed, allocated and applied solely for the purposes and in the manner provided herein and in the Loan Agreement.

Section 302. Flow of Funds. All Project Revenues shall be deposited as received by the Authority into the Revenue Fund. In addition, proceeds of insurance and/or condemnation proceeds may be deposited to the Revenue Fund as required or permitted by the Loan Agreement. Amounts on deposit in the Revenue Fund shall be deposited in, or credited to, as appropriate, the following Funds and Accounts, in conformance with the Annual Project Budget and at the times required herein and in the Loan Agreement, in the following order of priority:

First, to the Operation and Maintenance Fund for payment of Operating Expenses and Maintenance Expenses in accordance with Section 303 of this Indenture.

Second, to the Debt Service Fund in accordance with Section 304 of this Indenture.

Third, to the Debt Service Reserve Fund in accordance with Section 305 of this Indenture.

Fourth, to the Renewal and Replacement Fund in accordance with Section 306 of this Indenture.

Seventh, to the Surplus Fund in accordance with Section 307 of this Indenture.

Section 303. Operation and Maintenance Fund. The Operation and Maintenance Fund shall be held by the Trustee in the name of the Authority outside of this Indenture. All funds in the Operation and Maintenance Fund shall be held separate and apart from the Authority's other funds and accounts until applied as provided herein and in the Loan Agreement. On the 15th day of each month [commencing ____], the Trustee shall transfer an amount sufficient to make the balance on deposit in the Operation and Maintenance Fund equal to one-sixth of the Operating Expenses and Maintenance Expenses budgeted for such Fiscal Year, as set forth in the Annual Project Budget; provided, the monthly transfer amount shall be increased or decreased as necessary to reflect amendments to the budgeted Operating Expenses and Maintenance Expenses or to take into consideration amounts then on deposit in the Operation and Maintenance Fund.

Section 304. Senior Lien Debt Service Fund. (a) The Trustee shall transfer amounts on deposit from time to time in the Revenue Fund to the Debt Service Fund in the amounts and at the times described in Section 3.2 of the Loan Agreement to accumulate funds required for the timely payment of interest accruing and any principal due on the Note. The Debt Service Fund may also receive any other funds of the Authority, including proceeds of any bonds or other obligations issued by the Authority or loans or other financial assistance provided to the Authority, a purpose of which is to pay or prepay the Note and such funds may be applied for such purpose.

(b) On or before the Initial Interest Payment Date and on or before each succeeding Interest Payment Date thereafter through the maturity date for the Note, the Trustee shall transfer from the Debt Services Fund to TxDOT the applicable semiannual payments of interest on the Note as set forth in Exhibit B to the Loan Agreement. On or before each Principal Payment Date and each Deferred Debt Service Payment Date set forth in Exhibit B to the Loan Agreement, the Trustee shall transfer from the Debt Services Fund to TxDOT the applicable payment of principal or the Deferred Debt Service Installment as set forth in Exhibit B to the Loan Agreement.

(c) If at the time the Trustee is required to make a withdrawal from the Debt Service Fund the moneys therein shall not be sufficient for such purpose, the Trustee shall withdraw the amount of such deficiency from the moneys on deposit in the following funds or accounts and transfer the same to the Debt Service Fund in the following order: the Revenue Fund; the Surplus Fund; the Renewal and Replacement Fund and the Debt Service Reserve Fund.

Section 305. Senior Lien Debt Service Reserve Fund. (a) Subject to the requirements for and following the prior transfers of Funds from the Revenue Fund to the Operation and Maintenance Fund and the Debt Service Fund, as provided in Section 303 and Section 304 hereof, on the fifteenth day of each month [commencing on _____], the Trustee shall transfer all Project Revenues on deposit in the Revenue Fund to the Debt Services Reserve Fund until the amounts on deposit therein equal the DSR Requirement. Notwithstanding the foregoing, the Authority shall cause the amount in the Debt Service Reserve Fund to be equal to the initial DSR Requirement on or before the Initial Interest Payment Date.

(b) Moneys and investments held in the Debt Service Reserve Fund shall be held and used for the benefit of TxDOT, as the holder of the Note. If on any Interest Payment Date, Principal Payment Date or Deferred Debt Service Payment Date, after giving effect to all transfers pursuant to Section 305 and after making all required transfers from other Funds, the amount in the Debt Service Fund shall be less than the amount required to pay the interest on the Note due and payable on such date, the amount required to pay the principal amount of the Note due on such date, then the Trustee shall apply amounts from the Debt Service Reserve Fund to the extent necessary to eliminate such deficiency. If at any time, the moneys and investments in the Debt Service Reserve Fund are less than the DSR Requirement, the Trustee shall make the monthly deposits of Project Revenues described above in such amount as will restore the balance of the Debt Service Reserve Fund to the DSR Requirement. If at any time the moneys and investments held in the Debt Service Reserve Fund shall exceed the DSR Requirement, the Authority shall direct whether such excess moneys shall be transferred by the Trustee to the credit of the Debt Service Fund, the Revenue Fund or the Surplus Fund.

Section 306. Renewal and Replacement Fund. (a) Subject to the requirements for and following the prior transfers of funds from the Revenue Fund to the Operation and Maintenance Fund, the Debt Service Fund and the Debt Service Reserve Fund, as provided in Section 303, Section 304 and Section 305, on the fifteenth day of each month [commencing on _____], the Trustee shall transfer all Project Revenues on deposit in the Revenue Fund to the Renewal and Replacement Fund until the amounts on deposit therein equal the RRF Requirement. If at any time, amounts on deposit in the Renewal and Replacement Fund are less than the RRF Requirement, the Trustee shall make monthly deposits in such amounts as will restore the balance of the Renewal and Replacement Fund to the RRF Requirement. Only after the Renewal and Replacement Fund is funded to the RRF Requirement, and so long as such amount remains on deposit therein, shall any amounts on deposit in the Revenue Fund be transferred to the Surplus Fund.

(b) The Trustee shall transfer moneys in the Renewal and Replacement Fund to the Debt Service Fund at such times as may be required by Section 304.

Section 307. Surplus Fund. Subject to the requirements for and following the prior transfers of funds from the Revenue Fund to the Operation and Maintenance Fund, the Debt Service Fund, the Debt Service Reserve Fund and the Renewal and Replacement Fund, as provided in Section 303, Section 304, Section 305 and Section 306, on the fifteenth day of each month [commencing on _____], the Trustee shall transfer all remaining amounts in the Revenue Fund to the Surplus Fund. Amounts on deposit in the Surplus Fund may be used to pay

Operation Expenses and Maintenance Expenses or transferred to the Debt Service Fund, the Debt Service Reserve Fund or the Renewal and Replacement Fund when amounts on deposit in the Revenue Fund are insufficient to make the transfers required thereto by Section 303, Section 304, Section 305 and Section 306. Notwithstanding the foregoing, at the end of each Fiscal Year amounts on deposit in the Surplus Fund shall be used for the purposes and in the manner required by Sections 3.3(b) and (c) of the Loan Agreement.

Section 308. Project Construction Fund. Proceeds of the Note shall be deposited by TxDOT with the Trustee for deposit to the Project Construction Fund in accordance with Section 2.2 of the Loan Agreement. In addition, proceeds of insurance and/or condemnation proceeds may be deposited to the Project Construction Account (and the Subaccounts thereof) in accordance with Section [7.15] of the Loan Agreement. Funds on deposit in the Project Construction Account shall be disbursed, applied and allocated in accordance with Sections 2.2 and 2.3 of the Loan Agreement. The Authority shall submit written requisition requests in the form of Exhibit A to this Indenture to request disbursements from the Project Construction Fund.

[END OF ARTICLE III]

ARTICLE IV.

CONCERNING THE TRUSTEE

Section 401. Trustee; Appointment and Acceptance of Duties. Regions Bank is hereby appointed as Trustee. The Trustee hereby accepts the duties and obligations imposed upon it by this Indenture with respect to the Note and the Trust Estate.

Section 402. Responsibilities of the Trustee. (a) The recitals of fact herein in the Loan Agreement and in the Note shall be taken as the statements of the Authority and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Indenture or of the Note or as to the Trust Estate, and the Trustee shall not incur any liability in respect thereof. The Trustee shall not be under any responsibility or duty with respect to the application of any moneys paid to the Authority. The Trustee shall not be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof, or to advance any of its own moneys, unless properly indemnified. Subject to the provisions of subsection (b) of this Section 402, the Trustee shall not be liable in connection with the performance of its duties hereunder except for its own negligence, misconduct or default.

(b) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default has occurred (which has not been cured) the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs. Any provision of this Indenture relating to action taken or to be taken by the Trustee or the evidence upon which the Trustee may rely shall be subject to the provisions of this Section 402.

Section 403. Evidence on Which the Trustee May Act. (a) The Trustee, upon receipt of any notice, resolution, request, consent, order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of this Indenture, shall examine such instrument to determine whether it conforms to the requirements of this Indenture and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, who may or may not be counsel to the Authority, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under this Indenture in good faith and in accordance therewith.

(b) Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter (unless other evidence in respect thereof be therein specifically prescribed) may be deemed conclusively to be proved and established by a certificate of an Authorized Representative, and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Indenture upon the faith thereof; but in its

discretion the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable.

(c) Except as otherwise expressly provided in this Indenture, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision hereof to the Trustee shall be sufficiently executed if executed by an Authorized Representative.

Section 404. Compensation. The Authority shall pay to the Trustee from time to time reasonable compensation for all services rendered under this Indenture, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under this Indenture. Subject to the provisions of Section 402, the Authority further agrees, to the extent permitted by law, to indemnify and save the Trustee harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder and which are not due to its negligence, misconduct or default.

Section 405. Resignation of Trustee. The Trustee may at any time resign and be discharged of the duties and obligations created by this Indenture by giving not less than 60 days' written notice to the Authority and TxDOT of the date it desires to resign and such registration shall take effect immediately on the appointment and acceptance of a successor Trustee pursuant to Section 408 hereof.

Section 406. Removal of Trustee. The Trustee may be removed, with or without cause, at any time (unless an Event of Default has occurred and is continuing) by a written instrument filed with the Trustee and signed by an Authorized Representative of the Authority, stating that the Board of Directors of the Authority has adopted a resolution providing for the removal of the Trustee and the appointment of a successor Trustee. No such removal of the Trustee shall become effective until a successor has been appointed and accepted the duties of Trustee.

Section 407. Appointment of Successor Trustee. (a) If in a proper case no appointment of a successor Trustee shall be made within 45 days after the Trustee shall have given to the Authority written notice as provided in Section 305 or after a vacancy in the office of the Trustee shall have occurred by reason of its inability to act, its removal, or for any other reason whatsoever, the Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Trustee.

(b) Any Trustee appointed under the provisions of this Section 307 in succession to the Trustee shall be a bank, trust company or national banking association organized and doing business under the laws of the United States of America or any state, and having capital stock and surplus aggregating at least \$50,000,000, which is willing and able to accept the office on reasonable and customary terms and which is authorized by law to perform all the duties imposed upon it by this Indenture.

Section 408. Transfer of Rights and Property to Successor Trustee. Any successor Trustee appointed under this Indenture shall execute, acknowledge and deliver to its predecessor

Trustee, and also to the Authority and TxDOT, an instrument accepting such appointment, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Trustee, with like effect as if originally named as Trustee; but the Trustee ceasing to act shall nevertheless, on the written request of the Authority, TxDOT or of the successor Trustee, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Trustee all the right, title and interest of the predecessor Trustee in and to any property held by it under this Indenture, and shall pay over, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument in writing from the Authority be required by such successor Trustee for more fully and certainly vesting in and confirming to such successor Trustee any such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the Authority and/or TxDOT.

Section 409. Merger or Consolidation. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such company shall be a bank or trust company organized under the laws of any state of the United States or a national banking association, and shall be authorized by law to perform all the duties imposed upon it by this Indenture, shall be the successor to the Trustee without the execution or filing of any paper or the performance of any further act.

Section 410. Preservation and Inspection of Documents. All documents received by the Trustee under the provisions of this Indenture shall be retained in its possession and shall be subject at all reasonable times to the inspection of the Authority and TxDOT, both of whom may make copies thereof.

[END OF ARTICLE IV]

ARTICLE V.

INVESTMENT OF MONEYS AND SECURITY FOR DEPOSITS

Section 501. Investment of Moneys. (a) Moneys held in any of the Project Funds held under this Indenture and any Supplemental Indenture may be retained uninvested, if deemed necessary by the Authority, as trust funds and secured as provided in Section 505 or may be invested and reinvested by the Trustee or by any Depository holding all or a portion of the moneys in such Funds, in accordance with instructions from the Authority (which, if given orally, shall be confirmed promptly in writing), to the fullest extent practicable and if permitted by the Act, in Permitted Investments the proceeds of which the Authority estimates will be received not later than such times as shall be necessary to provide moneys when needed for payments to be made from each such Fund. Notwithstanding anything herein to the contrary, Permitted Investments in all Funds shall mature not later than such times as shall be necessary to provide moneys when needed for payments to be made from such Funds. The investment instructions of the Authority may take the form of standing investment directions.

(b) Interest earned from investing any moneys in any Fund or profits realized from any Permitted Investments in any Fund shall be retained in such Fund.

Section 502. Valuation and Sale of Investments. (a) Permitted Investments acquired as an investment of moneys in any Fund shall be at all times a part of such Fund and any profit realized from the liquidation of such investment shall be applied as provided in subsection (b) of Section 501 and any loss resulting from the liquidation of such Permitted Investment shall be charged to the respective Fund.

(a) In computing the amount in any Fund, obligations purchased as an investment of moneys therein shall be valued at their Amortized Value. The valuation of each Fund held under this Indenture shall be valued by the Trustee within thirty (30) days after the end of the Fiscal Year.

(b) Except as otherwise provided in the Indenture, the Trustee or any Depository shall sell at the best price obtainable (as evidenced by two or more bids), or present for redemption, any Permitted Investment so purchased as an investment whenever it shall be requested to do so in a writing or whenever it shall be necessary in order to provide moneys to meet any payment or transfer from any Fund held by it. Neither the Trustee nor any Depository shall be liable or responsible for making any such investment in the manner provided in this Article V or for any loss resulting from any such investment.

Section 503. Payment for Authorized Investments and Trust Receipts. When Permitted Investments are purchased from or through a member in good standing of the National Association of Securities Dealers, or from or through a national or state bank, the Authority, the Trustee and any Depository are authorized to pay for them using moneys in the appropriate Fund and, in each case, shall obtain, as soon as may be practicable, a confirming invoice from the seller of the Permitted Investments showing that the Permitted Investments have been purchased by or for the account of the Authority. Actual delivery of the Permitted Investments to the Authority, the Trustee or the Depository may be accomplished thereafter in accordance with

normal and recognized practices within the securities and banking industries, including the book entry procedure of the Federal Reserve Bank. Any Permitted Investments so acquired, at the direction of the Authority, the Trustee, or the Depository, as applicable, may be deposited with a bank or trust company having undivided capital and surplus of at least \$50,000,000 or a federal reserve bank or branch thereof designated by the Authority within or without the State of Texas, in trust, and such deposits shall be evidenced by receipts of the banks in which the Permitted Investments are thus deposited.

Section 504. Transfer of Investments. Any transfer required to be made from one Fund to another Fund held by the same person may be made by book transfer of any moneys or investments or portions of investments without liquidating any investments in order to make such transfer unless the moneys required to be transferred are needed to make payments out of the Fund to which such moneys were transferred at the time of transfer.

Section 505. Security for Deposits. All moneys held under the Indenture by the Trustee or any Depository, to the extent not insured by the Federal Deposit Insurance Corporation or represented by Permitted Investments acquired with such moneys, shall be continuously and fully secured for the benefit of the Authority and the Holders of the Obligations, either (i) by lodging with a Federal Reserve Bank or the Trustee, as custodian, as collateral security, Government Obligations having a Fair Market Value not less than the amount of such moneys, or (ii) in such other manner as may then be required by applicable laws and regulations regarding security for, or granting a preference in the case of, the deposit of trust funds; provided, however, that it shall not be necessary for the Trustee to give security under this Section 505 for the deposit with it of any moneys held in trust and set aside by it for the payment of the principal amount or interest on the Note.

[END OF ARTICLE V]

ARTICLE VI.

SUPPLEMENTAL INDENTURES

Section 601. General Provisions Concerning Supplemental Indentures. (a) The Indenture shall not be modified or amended in any respect except as provided in and in accordance with and subject to provisions of this Article VI.

The Trustee is hereby authorized to accept the delivery of any Supplemental Indenture referred to and permitted or authorized by Section 602 or Section 603 and to make all further agreements and stipulations which may be therein contained, and the Trustee, in taking such action, shall be fully protected in relying on an opinion of counsel that such Supplemental Indenture is authorized or permitted by the provisions of the Indenture.

No Supplemental Indenture shall change or modify any of the rights or obligations of any Trustee without its written consent thereto.

Each Supplemental Indenture executed and delivered in accordance with this ARTICLE VI shall thereafter form a part of the Indenture, and all of the terms and conditions in any such Supplemental Indenture thereafter shall be a part of the terms and conditions of the Indenture.

Section 602. Supplemental Indentures Not Requiring TxDOT Consent. The Authority and the Trustee, at any time and from time to time, without the consent of TxDOT, may execute and deliver a Supplemental Indenture for any one or more of the following purposes:

- (a) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in the Indenture;
- (b) To insert such provisions clarifying matters or questions arising under the Indenture as are necessary or desirable and are not contrary to or inconsistent with the Indenture as theretofore in effect;
- (c) To grant to or to confer upon the Trustee for the benefit of TxDOT additional rights, remedies, powers, authority or security that may be lawfully granted to or conferred upon the Trustee;
- (d) To add to the covenants and agreements of the Authority in this Indenture or any Supplemental Indenture, other covenants and agreements to be observed by the Authority which are not contrary to or inconsistent with this Indenture or the applicable Supplemental Indentures as theretofore in effect;
- (e) To add to the limitations and restrictions in this Indenture or any Supplemental Indenture other limitations and restrictions to be observed by the Authority which are not contrary to or inconsistent with this Indenture or the applicable Supplemental Indenture as theretofore in effect;
- (f) To surrender any right, power or privilege reserved to or conferred upon the Authority by the terms of the Indenture, provided that the surrender of such right,

power or privilege is not contrary to or inconsistent with the covenants and agreements of the Authority contained in the Indenture;

(g) To confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, the Indenture or any Supplemental Indenture, of the Trust Estate or of any other moneys, securities or funds;

(h) To modify any of the provisions of this Indenture or any Supplemental Indenture in any respect whatever, provided that such modification shall be, and be expressed to be, effective only after the Note and the Loan Agreement shall cease to be outstanding.

Section 603. Supplemental Indentures Requiring Holder Consent. The Authority and the Trustee, at any time and from time to time, may execute and deliver a Supplemental Indenture for the purpose of making any modification or amendment to the Indenture, but only with the written consent of TxDOT; provided, however, that if such modification or amendment will, by its terms, not take effect so long as the Note remains outstanding, the consent of TxDOT of the Note shall not be required and the Note shall not be deemed to be outstanding for the purpose of this Section 603. Nothing in this, however, shall be construed as requiring the consent of TxDOT in connection with the execution and delivery of any Supplemental Indenture for any purpose described in Section 602.

[END OF ARTICLE VI]

ARTICLE VII.

DISCHARGE

Section 701. Discharge. If:

(a) the principal amount of the Note and the interest due or to become due thereon, shall be paid, or is caused to be paid, at the times and in the manner to which reference is made in the Note and the Loan Agreement and, as the case may be, according to the true intent and meaning thereof, and

(b) all of the covenants, agreements, obligations, terms and conditions of the Authority under this Indenture and the Loan Agreement shall have been kept, performed and observed and there shall have been paid to the Trustee all sums of money due or to become due to them in accordance with the terms and provisions hereof,

then the right, title and interest of the Trustee in the Trust Estate shall thereupon cease and the Trustee, on request of the Authority and at the expense of the Authority, shall release this Indenture and the Trust Estate and shall execute such documents to evidence such release as may be reasonably required by the Authority and shall turn over to the Authority, or to such other person as may be entitled to receive the same, all balances remaining in any Funds hereunder.

[END OF ARTICLE VII]

ARTICLE VIII.

MISCELLANEOUS

Section 801. Parties Interested Herein. Nothing in this Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any person, other than the Authority, TxDOT and the Trustee, any right, remedy or claim under or by reason of this Indenture or any covenant, condition or stipulation hereof

Section 802. Notice. Any notice, demand, direction, request, or other instrument authorized or required by this Indenture to be given to or filed with the Authority, TxDOT or the Trustee shall be deemed to have been sufficiently given or filed for all purposes of this Indenture if and when sent by registered or certified mail, postage prepaid, to the address specified below or, to such other address as may be designated in writing by the parties:

Authority: Central Texas Regional Mobility Authority
3300 N IH-35, Suite 300
Austin TX 78705
Attention: Executive Director

with a copy to: Locke Lord LLP
100 Congress Avenue, Suite 300
Austin TX 78701
Attn: C. Brian Cassidy

TxDOT: Texas Department of Transportation
Attn: Chief Financial Officer
125 East 11th Street
Austin TX 78701-2483

with a copy to: Texas Department of Transportation
Attn: Office of General Counsel
125 East 11th Street
Austin TX 78701-2483

Trustee: Regions Bank
1717 St. James Place, Suite 500
Houston, Texas 77056
Attn: _____

Section 803. Governing Law. This Indenture shall be governed in all respects, including validity, interpretation and effect, by, and shall be enforceable in accordance with, the laws of the State of Texas.

Section 804. Severability. If any provision hereof is found by a court of competent jurisdiction to be prohibited or unenforceable in any jurisdiction, it shall be ineffective as to such jurisdiction only to the extent of such prohibition or unenforceability, and such prohibition or

unenforceability shall not invalidate the balance of such provision as to such jurisdiction to the extent it is not prohibited or unenforceable, nor invalidate such provision in any other jurisdiction, nor invalidate the other provisions hereof, all of which shall be liberally construed in order to effect the provisions of this Indenture.

Section 805. Execution in Several Counterparts. This 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.

[END OF ARTICLE VIII]

IN WITNESS WHEREOF, the Authority, TxDOT and the Trustee have caused this Indenture to be signed, sealed and attested on their behalf by their duly authorized representatives, all as of the date first hereinabove written.

CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY

By: _____

ATTEST:

Secretary

REGIONS BANK, as Trustee

By: _____
Authorized Officer

EXHIBIT A
FORM OF REQUISITION
PROJECT CONSTRUCTION FUND
CERTIFICATE AND REQUISITION FOR PAYMENT

DATE: [Month], [Year]

DRAW REQUEST NO.: _____

DESCRIPTION SUMMARY¹	AMOUNT
	\$ _____
TOTAL AMOUNT REQUESTED	\$ _____

The Authority does hereby certify to the Trustee that: (i) each item submitted herewith is a proper charge against the Project Construction Fund for Project Costs and has not been paid, (ii) payment of such Project Costs will not exceed any limitation on such costs as provided in the Loan Agreement, (iii) such requisition contains no item representing payment on account of any retainage which the Authority is as of the date of this requisition not entitled to release, (iv) no default exists under the Indenture (as hereinafter defined), which has not been disclosed to the Trustee and the Authority will use its best efforts to cure any default if it exists and (v) there has not been filed with or served upon the Authority legal notice of any lien, right to lien, attachment or other claim, which is valid in the opinion of counsel to the Authority and affects the right to receive payment of any of the moneys payable to any of the Persons, firms or corporations named herein which has not been released or will not be released simultaneously with such payment.

Capitalized terms appearing herein that are defined terms in that certain Indenture (the "Indenture"), dated as of October 1, 2016, between Central Texas Regional Mobility Authority (together with any successor to its rights, duties, and obligations thereunder, the "Authority") and Regions Bank, as trustee (together with any successor trustee thereunder, the "Trustee"), have the meanings assigned to them in the Indenture. Reference is made to the Indenture for such definitions and for all other purposes.

Please remit funds by wire transfer to the Authority [Wiring instructions for disbursement].

CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY

By: _____
Authorized Representative

¹ Attach appropriate information indicating the name of the Person, Firm or Corporation to whom payment is due, the amount to be paid and the purpose for which such obligation was incurred.

CERTIFICATION OF GENERAL ENGINEERING CONSULTANT

As General Engineering Consultant for the Project, we hereby certify the following in connection with Certificate and Requisition for Payment Draw Request No. _____:

- (i) such requisition is approved;
- (ii) the amount requisitioned is due and has not previously been paid from the State of the Project Construction Fund;
- (iii) insofar as the payment is to be made for work, material, supplies or equipment, the work has been performed and the materials, supplies or equipment have been installed in the applicable Project or have been delivered at the site;
- (iv) all work material, supplies and equipment for which payment is to be made are, in our opinion, substantially in accordance with the plans and specifications or duly approved change orders; and

[If an item for payment includes real property:

- (v) acquisition of such property is necessary or advisable in connection with the construction or operation of the applicable project.]

as General Engineering Consultant

By: _____
Title: _____



**CENTRAL TEXAS
Regional Mobility Authority**

September 28, 2016
AGENDA ITEM#13

Authorize negotiation and execution of the
Project Development Agreement with the Texas
Department of Transportation for the SH 45
Southwest 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:

Execution of a Project Development Agreement (PDA) with the Texas Department of Transportation (TxDOT) is a requirement for the SH 45 Southwest Project. This agreement establishes the respective obligations of the Mobility Authority and TxDOT for the construction, operation and maintenance of the Project. Mobility Authority and TxDOT staff are currently working through drafts of the PDA terms. In order to meet the anticipated notice-to-proceed date, staff requests that the Executive Director be authorized to negotiate, finalize and execute the PDA with TxDOT for the SH 45 Southwest Project.

Backup provided: Draft Resolution

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

RESOLUTION NO. 16-0XX

**AUTHORIZE NEGOTIATION AND EXECUTION OF THE PROJECT
DEVELOPMENT, OPERATION AND MAINTENANCE AGREEMENT WITH THE
TEXAS DEPARTMENT OF TRANSPORTATION FOR THE SH 45 SW PROJECT.**

WHEREAS, the Mobility Authority is developing the SH 45 SW Project and is currently discussing a project development agreement (“PDA”) with the Texas Department of Transportation (“TXDOT”) to establish the respective obligations of the Mobility Authority and TxDOT for the construction, operation, and maintenance of the SH 45 SW Project; and

WHEREAS, execution of a PDA with TxDOT is a requirement for the SH 45 SW Project; and

WHEREAS, the Executive Director recommends that the Board authorize him to complete negotiations, finalize and execute a PDA with TXDOT for the SH 45 SW Project.

NOW THEREFORE, BE IT RESOLVED, that the Board authorizes the Executive Director to negotiate, finalize and execute a project development agreement TxDOT for the SH 45 SW Project.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of September, 2016.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors



**CENTRAL TEXAS
Regional Mobility Authority**

September 28, 2016
AGENDA ITEM #14

Exercise the option of the Mobility Authority
under state law to develop, finance, construct,
and operate the Manor Expressway (290E)
Phase III Project as a toll project

Strategic Plan Relevance: Regional Mobility
Department: Law
Contact: Geoff Petrov, General Counsel
Associated Costs: N/A
Funding Source: N/A
Action Requested: Consider and act on draft resolution

Summary:

State law provides that the Mobility Authority, as a “local tolling entity,” has the first option to develop, finance, construct, and operate any new toll project located in Travis and Williamson Counties. This option is commonly referred to as “primacy.” The draft resolution exercises the Mobility Authority’s option to develop the Manor Expressway (290E) Phase III Project, and directs the Executive Director to communicate that action to the Texas Department of Transportation.

Backup provided: Draft Resolution

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

RESOLUTION NO. 16-0XX

**EXERCISING THE OPTION OF THE MOBILITY AUTHORITY UNDER
STATE LAW TO DEVELOP, FINANCE, CONSTRUCT, AND OPERATE
THE MANOR EXPRESSWAY (290E) PHASE III PROJECT**

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

WHEREAS, subject to the SH 130 Environmental Impact Statement and all other required approvals and requirements, the Mobility Authority intends to develop, finance, construct, and operate three (3) additional 290 East / SH130 direct connectors in order to improve safety and operations, as generally depicted in Exhibit A (the “Manor Expressway (290E) Phase III Project”); and

WHEREAS, the Mobility Authority supports the goal of improving mobility in the Central Texas region through development of the Manor Expressway (290E) Phase III Project; and

WHEREAS, the Executive Director recommends the Mobility Authority exercise its option under Section 373.052, Transportation Code, to develop, finance, construct, and operate Manor Expressway (290E) Phase III Project.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors, as provided by the process and procedures of Chapter 373, Transportation Code, hereby exercises its option as a local toll project entity to develop, finance, construct, and operate the Manor Expressway (290E) Phase III Project; and

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

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of September 2016.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

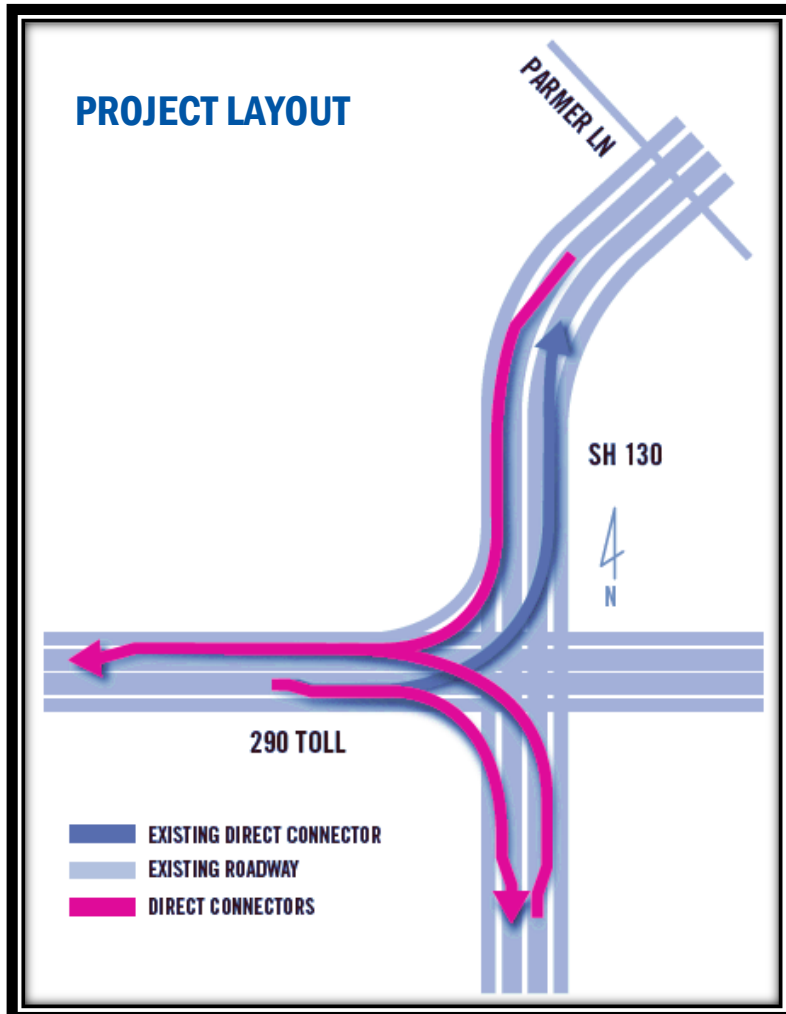
Exhibit A

PROJECT LOCATION MAP



**AREA
DETAIL**

PROJECT LAYOUT





**CENTRAL TEXAS
Regional Mobility Authority**

September 28, 2016
AGENDA ITEM #15

Discuss, consider and take appropriate action on the Mobility Authority's involvement in a study on the viability of urban cable in Central Texas

Strategic Plan Relevance: Regional Mobility
Department: Engineering
Contact: Mike Heiligenstein, Executive Director
Jeff Dailey, Deputy Executive Director
Associated Costs: \$5,250
Funding Source: General Fund
Action Requested: Direction on CTRMA participation in a feasibility assessment of urban cable in Central Texas

Summary:

Following the Wire One Austin presentation by Jared Ficklin at the September 7, 2016 Board Meeting, CTRMA Board Members expressed an interest in exploring the viability of urban cable in Central Texas. The Wire One proposal includes lines running along the Guadalupe and 1st Street corridor from Martin Luther King on the north to Slaughter Lane on the south. Subsequently, staff in coordination with the City of Austin (COA), Capital Metropolitan Area Transit Authority (CapMetro), and Capital Area Metropolitan Planning Organization (CAMPO) developed a plan to jointly collaborate in a feasibility assessment to be performed by the Texas A&M Transportation Institute. The cost of the assessment is estimated to be \$15,750. CapMetro and COA have indicated that they would each contribute 1/3 of the amount necessary to fund the study with the remaining 1/3 to be funded by CTRMA. Therefore, the CTRMA contribution is estimated to be approximately \$5,250.00.

Staff requests Board direction as to whether the Mobility Authority should participate in a feasibility assessment for urban cable in Central Texas similar to the concept presented by Wire One Austin at the September 7, 2016 Board Meeting.

Backup provided: Draft Scope of Work for feasibility assessment

DRAFT

High Level Feasibility Assessment of Proposed Concept for “The Wire”

Background & Introduction - Gondolas are most often associated with the ferrying of tourist traffic to and around locations such as ski resorts, historical sites and other attractions. They have not generally been utilized as a transit option to serve commuters along with buses and rail. However, this is changing with recent growth in the utilization of gondolas as a commuting mode. In 2004 the City of Medellin, Colombia opened the Metrocable facility, which features three routes serving area travelers who would otherwise face commutes of upwards of two and a half hours. The Colombian City of Manizales soon followed suit with a similar system, and the city of La Paz, Bolivia recently opened a regional gondola network that is touted as the most extensive in the world.

There are gondola applications in the US that serve primarily non-tourist traffic. The Roosevelt Island Tram in New York City was originally developed as a stopgap measure to accommodate Roosevelt Island traffic in advance of the opening of the F line subway stop in 1989. In spite of the opening of that subway stop, the tram is still in operation and currently carries over 2 million commuters and tourists a year. In Portland, the Portland Aerial Tram provides expedited access to the Oregon Health & Science University, the largest employer in Portland, with a 3 minute gondola trip that might otherwise take upwards of 45 minutes by car. The Portland Tram sees average daily ridership of about 3,700 and recently carried its 10 millionth rider.

“The Wire” is proposed as a gondola-based mass transit option for the Austin area. The proposal includes lines running along the Guadalupe and 1st Street corridor from Martin Luther King on the north to Slaughter Lane on the south. Stops along these lines would be elevated, surface based (similar to bus stops), or incorporated into existing structures such as buildings. **Purpose of the Proposed Research** - The CTRMA has requested that the Texas A&M Transportation Institute (TTI) conduct an independent, high level feasibility assessment of the proposed concept for “The Wire”. The TTI research team will assess the feasibility and fatal flaw analysis, identify opportunities and challenges. The team will also identify areas of additional study and analysis if needed to determine feasibility. TTI proposes the following scope:

Task 1 –Review Literature and Document Similar Applications

The research team will first conduct a literature review to identify and document gondola applications in the US and abroad. This literature review will provide background on other systems with a focus on the particular context of each project. The research team will identify factors unique to Austin that may impact the feasibility of a commuter-based gondola application in this region. As gondolas use for mass transit is uncommon in the US, the research team will also gather information on domestic gondola applications in tourist locales and in support of special venues. Specifically, the research team will identify:

- US and international gondola applications;
- Challenges / barriers facing development;
- Performance and operational characteristics of existing systems.

Task 2 – Assess Demand & Capacity

Most gondola applications in the United States serve a small area or a specific location; not a metropolitan region. Gondolas are now being proposed as an alternative mode for work and other trip purposes, but more analysis is needed on potential demand for these types of services in the Austin area. This task will entail an assessment of potential regional demand. The team will investigate existing passenger capacity, gondola speeds/travel times, dwell times, and headways of other gondola applications and determine a range of potential demand an Austin implementation may generate.

The research team will not collect data for this effort and will not develop a travel demand model. Rather, the research team will rely on existing analyses, reports, and data available from the Capital Area Metropolitan Planning Organization (CAMPO) Regional Travel Demand Model.

Task 3 – Preliminary Environmental Scoping Assessment

A project of the size and scope proposed should include environmental scoping assessment early in the planning phase. Environmental scoping is intended to identify major environmental issues and effects early, and begin to identify the appropriate National Environmental Policy Act (NEPA) class of action. The system’s unique design and operation relative to other transit modes means that impact assessment and possible mitigation strategies used for other transit modes may not be applicable.

For this task, the research team will conduct a concept-level preliminary scoping assessment of the proposed regional gondola system to initiate the early identification of potential environmental issues. The concept-level preliminary scoping process will be consistent with US Department of Transportation NEPA practices and will use desktop resources to assess potential social, economic and environmental effects of the proposed project, “the Wire”.

Task 4 – Assess Engineering Feasibility and Safety Issues

The team will conduct a preliminary assessment of potential engineering and safety issues associated with developing a regional gondola system in the Austin metropolitan area, with a specific focus on:

- The placement and potential location of supporting pylons,
- Potential impact of wind on supporting structures, cable cars and cables;
- Requirements associated with the certification of required equipment and infrastructure;
- Various safety issues

Task 5 – Assess Funding and Financing Issues

The objective of this task will be to examine potential costs (capital and operating/maintenance) associated with developing a mass transit gondola system in the US and to identify possible funding and financing sources for development. Specifically, the team will:

- Document and assess potential capital and operating costs for the proposed system as provided by the developer and design team;
- Identify capital and operating costs associated with similar applications identified in Task 1;
- Identify and document funding sources and financing mechanisms utilized in the development of existing gondola systems identified in Task 1;
- Identify and document other potential sources of federal, state and local funding.

Task 6 – Final Reporting

The research team will provide a report and presentation that summarizes key findings from the major research tasks and will outline areas of analysis for a subsequent feasibility assessment of “The Wire” concept for application in the Austin area.

General Timeline, Budget & Benchmarks

(Project Weeks from Notice to Proceed)

Task	1	2	3	4	5	6	7	8	9	% of Total	Budget	Hours
1 Literature Review										15.50%	\$2,450	23
2 Demand & Capacity										10.80%	\$1,700	16
3 Environmental Issues										11.50%	\$1,810	17
4 Engineering and Safety										10.80%	\$1,700	16
5 Funding and Financing										15.50%	\$2,450	23
6 Final Report										35.80%	\$5,640	53
\$15,750												

Task	Start Date	Finish Date	Activities
1	Week 1	Week 3	Conduct literature review, develop case studies
2-5	Week 3	Week 5	Conduct analysis
2-5	Week 3	Week 3	Meet with concept designers for technical details
2-5	Week 5	Week 5	Synthesize findings
6	Week 6	Week 7	Draft report, internal review by research team
6	Week 8	Week 8	Submit to sponsor for feedback
6	Week 9	Week 9	Finalize report and send to sponsor



**CENTRAL TEXAS
Regional Mobility Authority**

September 28, 2016
AGENDA ITEM #16

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 of the MoPac Improvement Project.

Backup provided: None



September 28, 2016
AGENDA ITEM #17

Discussion of Toll Rate Escalation for
Calendar Year 2017

CENTRAL TEXAS
Regional Mobility Authority

Strategic Plan Relevance: Economic Vitality/ Sustainability
Department: Finance
Contact: Bill Chapman, Chief Financial Officer
Associated Costs: N/A
Funding Source: N/A
Action Requested: Briefing and Discussion Only

Summary:

Presentation from the Finance Department on the Mobility Authority toll rate policy, including discussion of (1) the annual toll rate escalation which will occur on October 1, 2016 and may result in an adjustment to the toll rates which would become effective on January 1, 2017 and (2) the fiscal impacts associated with the toll rate and adjustments thereto.

Backup provided: Board Presentation
Toll Policy

MOBILITY AUTHORITY POLICY CODE

Chapter 3: OPERATIONS

Article 1. TOLL POLICIES

Subchapter A. TOLL RATES

301.001 Priority of Bond Documents

Notwithstanding any conflicting provision in this subchapter or in a prior resolution adopting the Toll Policies, the toll rates and schedules set forth in this subchapter shall always be sufficient to meet or exceed all covenants and requirements set forth in all applicable bond documents and obligations of the authority. If any conflict arises between the bond documents and this subchapter or a prior resolution adopting the Toll Policies, the covenants and requirements of the bond documents shall control to the extent of such conflict.

301.002 Toll Rates

(a) Each toll established by this section is subject to an adjustment on January 1 of each year under the procedure set forth in Sec. 301.003 (Annual Toll Rate Escalation). The executive director is authorized and directed to edit a toll established by this section to update and certify any change to a toll made pursuant to Sec. 301.003.

(b) The toll charged at each 183A Turnpike toll gantry is as follows:

Toll Gantry	2-axle Vehicles		3-axle Vehicles	4-axle Vehicles		5-axle Vehicles		6-axle Vehicles		
	TxTag	Pay By Mail		TxTag	Pay By Mail	TxTag	Pay By Mail	TxTag	Pay By Mail	
183A										
Lakeline Mainline	\$ 0.54	\$ 0.72	\$ 1.08	\$ 1.44	\$ 1.62	\$ 2.16	\$ 2.16	\$ 2.88	\$ 2.70	\$ 3.60
Brushy Creek	\$ 0.58	\$ 0.77	\$ 1.16	\$ 1.54	\$ 1.74	\$ 2.31	\$ 2.33	\$ 3.08	\$ 2.91	\$ 3.85
Park Street	\$ 1.46	\$ 1.94	\$ 2.92	\$ 3.88	\$ 4.38	\$ 5.82	\$ 5.84	\$ 7.76	\$ 7.30	\$ 9.70
Scottsdale Drive Ramps	\$ 0.58	\$ 0.77	\$ 1.16	\$ 1.54	\$ 1.74	\$ 2.31	\$ 2.33	\$ 3.08	\$ 2.91	\$ 3.85
Crystal Falls	\$ 1.03	\$ 1.37	\$ 2.06	\$ 2.74	\$ 3.08	\$ 4.11	\$ 4.11	\$ 5.48	\$ 5.14	\$ 6.85
Crystal Falls	\$ 0.40	\$ 0.53	\$ 0.80	\$ 1.06	\$ 1.20	\$ 1.59	\$ 1.60	\$ 2.12	\$ 2.00	\$ 2.65

(c) The toll charged at each 290 Toll gantry is as follows:

MOBILITY AUTHORITY POLICY CODE

Toll Gantry	2-axle Vehicles		3-axle	Vehicles	4-axle Vehicles		5-axle Vehicles		6-axle Vehicles	
	TxTag	Pay By Mail	TxTag	Pay By Mail	TxTag	Pay By Mail	TxTag	Pay By Mail	TxTag	Pay By Mail
290 Toll										
US 183 Ramps	\$ 0.55	\$ 0.73	\$ 1.10	\$ 1.46	\$ 1.65	\$ 2.19	\$ 2.20	\$ 2.92	\$ 2.75	\$ 3.65
Springdale Road Ramps	\$ 0.55	\$ 0.73	\$ 1.10	\$ 1.46	\$ 1.65	\$ 2.19	\$ 2.20	\$ 2.92	\$ 2.75	\$ 3.65
Giles Lane Ramps	\$ 0.55	\$ 0.73	\$ 1.10	\$ 1.46	\$ 1.65	\$ 2.19	\$ 2.20	\$ 2.92	\$ 2.75	\$ 3.65
Giles Lane Mainline	\$ 1.10	\$ 1.46	\$ 2.20	\$ 2.92	\$ 3.30	\$ 4.38	\$ 4.40	\$ 5.84	\$ 5.50	\$ 7.30
Harris Branch	\$ 0.55	\$ 0.73	\$ 1.10	\$ 1.46	\$ 1.65	\$ 2.19	\$ 2.20	\$ 2.92	\$ 2.75	\$ 3.65
Parmer Lane Mainline	\$ 0.55	\$ 0.73	\$ 1.10	\$ 1.46	\$ 1.65	\$ 2.19	\$ 2.20	\$ 2.92	\$ 2.75	\$ 3.65

(d) The toll charged for use of the MoPac Express Lanes shall be variable in nature. The minimum toll rate will be \$0.25 per Express Lane segment, in 2016 dollars. The minimum toll rate per segment will be adjusted annually in accordance with the methodology for toll rate escalation provided in Section 301.003. There shall be no maximum toll rate. To maximize throughput and maintain free flowing conditions, the toll rate for each MoPac Express Lane segment shall change on a real-time basis based on traffic volumes. When traffic volumes increase, the minimum toll rate shall be increased as much as necessary to prevent the MoPac Express Lane(s) from becoming congested. When traffic volumes decrease, the toll rate shall be reduced to encourage use of the MoPac Express Lane(s). The primary goal of the variable toll rate is to minimize congestion on the MoPac Express Lanes and to encourage more people to ride public transit or join a registered vanpool. Changeable message signs shall be located prior to the entrance of each MoPac Express Lane segment to notify customers of the current toll rate. A customer shall never pay more than the toll rate information shown on the sign located near the vehicle's entry point, but may be charged less. The Mobility Authority may reduce tolls if it determines that operational issues warrant such an adjustment.

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301.003 Annual Toll Rate Escalation

(a) The following provisions are fully adopted and made a part of this subchapter and may be incorporated in any Trust Indenture or Supplemental Trust Indenture issued in conjunction with bond financing to be utilized for the financing of the construction and development of projects by the authority (defined terms in these provisions shall be in accordance with the terms and definitions set forth in the Master Trust Indenture and any applicable Supplemental Trust Indenture):

Subject in all instances to the provisions, requirements and restrictions of the Master Indenture, as amended and supplemented from time to time, beginning on October 1, 2012 and on each October 1 thereafter (the “Toll Escalation Determination Date”), a percentage increase in the Toll rates charged on all toll facilities in the Turnpike System will be determined in an amount equal to the Toll Rate Escalation Percentage. The Toll Rate Escalation Percentage, as calculated on each Toll Escalation Determination Date, shall be reported to the board each year at its October board meeting. The percentage increase in the Toll rates shall be effective on the January 1 of the next calendar year, unless at such board meeting the board affirmatively votes to modify the Toll Rate Escalation Percentage. If the board votes to modify the Toll Rate Escalation Percentage, the Toll rate increase to be effective on January 1 of the next calendar year shall be based on the modified Toll Rate Escalation Percentage.

(b) For purposes of determining the Toll Rate Escalation Percentage, the following capitalized terms shall have the meanings given below:

- (1) “Toll Rate Escalation Percentage” = shall mean a percentage amount equal to $[(CPI^t - CPI^{t-12})/CPI^{t-12}]$. In the event the Toll Rate Escalation Percentage is calculated to equal less than 0%, then the Toll Rate Escalation Percentage shall be deemed to equal 0%.
- (2) “CPI^b” = the most recently published non-revised index of Consumer Prices for All Urban Consumers (CPI-U) before seasonal adjustment (“CPI”), as published by the Bureau of Labor Statistics of the U.S. Department of Labor (“BLS”) prior to the Toll Escalation Determination Date for which such calculation is being made. The CPI is published monthly and the CPI for a particular month is generally released and published during the following month. The CPI is a measure of the average change in consumer prices over time for a fixed market basket of goods and services, including food, clothing, shelter, fuels, transportation, charges for doctors’ and dentists’ services, and drugs. In calculating the index, price changes for the various items are averaged together with weights that represent their importance in the spending of urban households in the United States. The contents of the market basket of goods and services and the weights assigned to the various items are updated periodically by the BLS to take into account changes in consumer expenditure patterns. The CPI is expressed in relative terms in relation to a time base reference period for which the level is set at 100.0. The base reference period for the CPI is the 1982-1984 average.

MOBILITY AUTHORITY POLICY CODE

- (3) “CPI⁻¹²” = the CPI published by the BLS in the month that is 12 months prior to the month used to established CPI^t.
- (4) If the CPI is discontinued or substantially altered, as determined in the sole discretion of the authority, the authority will determine an appropriate substitute index or, if no such substitute index is able to be determined, the authority reserves the right to modify its obligations under this section.

301.004 Exemption from Toll

- (a) The operator or the registered owner of a vehicle operated on an authority toll facility is required to pay the toll established by this subchapter unless the vehicle is exempted by state law or by this section.
- (b) An authorized emergency vehicle defined by Section 541.201, Transportation Code, is exempt from paying a toll to use an authority toll facility under Section 370.177, Transportation Code.
- (c) A state or federal military vehicle is exempt from paying a toll to use an authority toll facility under Section 362.901, Transportation Code.
- (d) Under Section 370.177(a-1), Transportation Code, and to facilitate a multi-modal transportation system that ensures safe and efficient travel for all individuals in central Texas, a vehicle used exclusively to provide transportation to a member of the public under a transit program established and managed by the Capital Metropolitan Transportation Authority or the Capital Area Rural Transportation System is exempt from paying a toll to use an authority toll facility.
- (e) The authority will create technical procedures to implement the toll exemptions described and established by this section.

301.005 Discounts and Incentives

- (a) A primary objective of the authority’s marketing and public information program is to encourage enrollment of as many customers as possible in interoperable transponder programs. Transponder programs that are interoperable with the authority’s facilities currently include the Texas Department of Transportation’s TxTag; the North Texas Tollway Authority’s TollTag; and the Harris County Toll Road Authority’s EZ TAG. The board will determine appropriate introductory and marketing activities on a project-by-project basis by separate resolution, which may include, but not be limited to, those described in subsection (b).
- (b) During the initial start-up phase of tolling on a particular project, incentives to customers may be offered depending on the level of toll tag enrollment, such as the following discounts and incentives:

MOBILITY AUTHORITY POLICY CODE

- (1) The authority may offer incentives with each new toll project that is opened to encourage ridership.
- (2) The authority may offer discounts for transponder users from the toll amount paid by Pay By Mail toll customers.

Subchapter B. TOLL COLLECTIONS

301.006 Purpose

This subchapter establishes practices and operations for toll collection systems on designated controlled-access toll roads operating within the turnpike system, and incorporates provisions of Section 370.177, Transportation Code, regarding failure or refusal to pay turnpike project tolls and related penalties and offenses.

301.007 Transponder Account

A customer may establish a transponder account by contacting any interoperable Customer Service Center (“CSC”). A transponder is an electronic device that records the presence of a vehicle on a toll road and is usually attached to the windshield of the vehicle. Each CSC that is interoperable with the authority’s toll facilities has its own user agreement concerning requirements to open and maintain a transponder account.

301.008 Unauthorized Transfer of Transponder

A transponder that is interoperable with the authority’s toll facilities is for use with one vehicle per transponder, and should not be transferred to another vehicle once the transponder is attached to the original vehicle’s windshield. Transfer of a transponder to a vehicle other than the original vehicle is against authority policy. If a transponder is transferred to another vehicle in violation of this section, the authority may refuse to recognize an electronic toll transaction incurred with respect to an unauthorized vehicle.

301.009 Video Billing

(a) The authority offers video billing as payment option for customers that use the authority’s toll facilities without a transponder account. The authority, through its Violations Process and Toll Collection Provider (the “Collections Contractor”), will use the license plate information of a vehicle that does not have a valid toll transponder but travels on the authority’s toll facilities to determine the registered owner of such a vehicle via an interface with Vehicle Title Registration or similar institution.

(b) The Collections Contractor will send an invoice to the registered owner of the vehicle and accept payment on behalf of the authority. The Collections Contractor will add a \$1.00 handling fee for each invoice. The Collections Contractor will retain the additional toll surcharge and handling

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fee to cover their cost and forward the toll payments to the authority. All toll bills/invoices require payment within 30 days of the date thereof.

301.010 Establishment of Administrative Fee for Unpaid Tolls

(a) Section 370.177, Transportation Code, authorizes the assessment and collection of an administrative fee to recover the authority's cost of collecting unpaid tolls. An administrative fee may not exceed \$100.00 per unpaid toll. The authority has determined that such fees may vary depending on how far in the collection process a delinquent account proceeds.

(b) The current administrative fee shall be applied at each phase of the collection process. This means that upon issuance of a notice of non-payment, a \$15.00 administrative fee shall be collected in addition to the unpaid toll and any other fees that are due.

(c) If payment is not received in connection with the first notice of non-payment, and a second notice of non-payment is sent, an additional \$15.00 administrative fee shall become due. Therefore, full payment of a second notice of non-payment will require payment of \$30.00 in administrative fees, in addition to all other amounts due.

(d) If payment is not received in connection with either the first or second notice of non-payment, the unpaid account shall be considered for collection, an additional \$30.00 administrative fee shall become due, and the cumulative administrative fee due shall be \$60.00.

(e) The board recognizes that the amount of the administrative fee should be subject to periodic change when collection costs and associated matters are considered. Therefore, the board delegates the authority to revise the administrative fee, or any aspect thereof, to the executive director, in consultation with the director of operations, and the executive director may revise an administrative fee by written amendment. The executive director shall give notice to the board of any such revision at the next regularly scheduled board meeting after the revision is put into effect.

301.011 Customer Service and Violation Policies

(a) A tolerant and customer-friendly approach will be employed towards customers who use the road without paying the required toll. While it is understood that the objective of the authority is to collect revenue and minimize toll violation abuse, the authority believes that a moderate approach towards customers who did not pay the toll ultimately will allow for a period of adjustment as customers begin using the toll roads, and will create new toll customers for the authority.

(b) The authority will establish a "Violation Processing Center (VPC)" where vehicle images captured at the toll collection point and for which no toll was paid will be reviewed and processed according to authority policies in accordance with the toll enforcement process established by state

MOBILITY AUTHORITY POLICY CODE

law. Repeat offenders will be issued notices of nonpayment and will be given the opportunity to make outstanding toll and administrative payments. Failure to respond to the established customer contact process and to satisfy outstanding, unpaid toll amounts will result in the issuance of citation and prosecution in accordance with state law.

301.012 Procedures for Disputing Toll Violations

- (a) A customer may dispute an alleged failure to pay a toll on the authority's web site or by contacting the CSC where a valid transponder account has been established.

- (b) A customer who has contacted a CSC or the authority's collection contractor and has been unable to satisfactorily resolve a dispute regarding a toll violation may submit a written appeal to the authority. Such appeal shall be for the purposes of the customer providing the authority with the information upon which they base their appeal. The authority may or may not determine that there is any merit to such appeal and is not required to undertake any formal proceedings to make such determination.



September 28, 2016
AGENDA ITEM #18

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

Overall the project is approximately 77% complete:

- 183 to Parmer (3.5 miles) – substantially complete with bridge painting, limited drainage, final landscaping and other minor work on-going.
- 2222 to 183 (3 miles) – approximately 87% complete and work continues to be focused on widening activities.
- Enfield to 2222 – (3.5 miles) – approximately 51% complete. Work continues to be focused on sound walls and the retaining wall in the northbound direction between 35th and 45th. Work activities are expected to increase significantly in October.
- Cesar Chavez to Enfield (1 mile) – approximately 66% complete with the undercrossing work progressing well and at more than 75% complete.
- Sound walls – approximately 56% complete.

The following two change orders are going through the approval process:

- Change Order No. 1B – 5th and Cesar Chavez Southbound Reconfiguration for \$593,031.00. This change order was required to enhance the merge of the southbound express lane with the 5th Street and Cesar Chavez ramps.
- Change Order No. 8 – Added Shoulder Adjacent Sound Wall #1 for \$2,677,548.00. This change order provides for a wider right shoulder for an enforcement area and a future southbound flyover ramp from 183.
- Other change orders are being considered for cancellation and addressed by a separate contract.

Schedule:

- 2222 to Parmer northbound Express Lanes – opening is near-term.
- Remaining Express Lanes – opening is expected early 2017.

183 North Environmental Study

- The Value Engineering process is on-going and is in the process of being finalized through TxDOT.
 - Work is ongoing to develop an implementation and financial plan. One of the scenarios would defer the direct connectors at RM 620.
 - Outreach and coordination is planned with the Anderson Mill Limited District / Lakeline Mall management.
-

MoPac South Environmental Study

- Environmental process continues to be on hold pending the outcome of litigation.
 - The traffic model is being updated for the projections to the CAMPO 2040 model.
-

SH 45SW Project

- The CTRMA Board approved the award of a construction contract to McCarthy Building Companies provided all funding and project agreements are secured.
 - The Loan Agreement, Financial Assistance Agreement (FAA), and Project Development Agreement (PDA) are scheduled for consideration by CTRMA Board on September 28, 2016 and TxDOT / Texas Transportation Commission meeting on September 29, 2016.
 - Work is underway to address comments from the Texas Commission on Environmental Quality (TCEQ) on the Water Pollution Abatement Plan (WPAP).
 - Construction work is anticipated to start late October.
-

183 South Project

- Lane closures and construction activity alerts are regularly 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.
- Community outreach staff fields public inquiries via the 24/7 telephone hotline as well as the e-mail hotline.
- Community Outreach – recent meetings/events:
 - SH 71 Turnaround Neighborhood Meeting
 - Southwest Key “Back to School” Event
 - HEB Storefront Informational Booth No. 1
 - Montopolis “Back to School” Event
 - HEB BBQ and Cakewalk Event
 - LASA Back to School Event
 - Southwest Key Cultural Event
 - Pecan Springs Neighborhood clean-up of Little Walnut Creek
 - Tree advocates regarding the removal of tree #7 (“Bee Tree”).
 - The Trails at Stony Ridge Neighborhood Association
 - Outreach meetings to be scheduled: Del Valle Community Coalition, East MLK Combined Neighborhood, Lincoln Garden, Lower Boggy Creek, Montopolis, Sweeney Farms, Tejano Town, and Vargas.
- Project design is progressing and is expected to be completed in November.
- ROW Acquisition efforts are completed with all of the 12 of the land parcels and 6 easements are available for construction.
- Utility relocation remains critical to keeping the project schedule. Much of the utility relocation design is staying ahead of construction. CRC has secured agreements with 13 of 16 utility companies.

- *City of Austin Water and Wastewater utility relocations are on the critical path.* Currently 11 of 17 utilities are under construction, 2 have been completed.
-

Kellam Road, Phase I Project

- Contract closeout activities are on-going:
 - Final punch list has been coordinated with the County and the contractor. Two non-confirming items related to the ponds need to be corrected to receive certification.
 - Plan is to complete contract closeout and turn project over to County in October.
-

290 East Toll (Manor Expressway) Phase II

- Final Acceptance is anticipated in September.
 - The contractor, CTMC, is submitting final documentation to achieve final acceptance.
-

290 East Toll Interim Intersection Project

- The 290 East Toll/SH 130 Operational Interim Improvements construction began in April and was opened to traffic in the final configuration as of August 31.
 - Punch list work should be complete by early October.
-

290 East Toll/Manor Expressway Direct Connectors

- Design is now underway by CP&Y and they are working on survey and geotechnical studies, preliminary and final design for the south to west, north to west, and east to south direct connectors, and other associated work.
 - The design will be completed by the end of 2017.
 - A Project Development Agreement (PDA) with TxDOT for the design is currently under review.
 - The CTRMA Board is scheduled to exercise Primacy on project at the September 28 meeting.
-

Oak Hill Parkway Project

- The environmental study phase is on-going. It is anticipated that the full Draft Environmental Impact Statement will be made available for public review and comment in early 2017. This will be followed by the partner agencies holding a public hearing to present the document, results of the study, and the preferred alternative to the public for comment.
- The two proposed build alternatives and the no build alternative are being analyzed according the evaluation criteria to determine the preferred alternative.
- Technical reports are under development and continue to be submitted to TxDOT for review. The final versions of these reports will be included in the Draft Environmental Impact Statement.

- Upcoming work will include an updated cost estimate and a sketch level Traffic and Revenue study.
 - Efforts are on-going with TxDOT and the City of Austin to identify potential sites for off-site storm water detention.
 - A second Environmental Workshop is planned for early 2017. Updates will be presented on the noise analysis study, construction impacts, and trees.
 - There will be ongoing coordination with tree stakeholders and OHAN.
-

SH 71 Toll Lanes

- Coordination meetings between McCarthy and the Toll Integrator continue with a focus on construction now that the design is complete.
- Work is focused on completing the FM 973 interchange, the bridge decks for the general purpose lanes over Presidential and Spirit of Texas, and the general purpose lanes between Onion Creek and Ross Road.
- The eastbound detour at SH 130 is now open again, and they have moved to the other side of the road with a detour on westbound 71 at SH 130 which will also be in effect for two months.
- Efforts are underway to plan for Fall/Winter 2016 community outreach events on tolling and the opening of the toll lanes to traffic.

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Expressway News from the Mobility Authority



CENTRAL TEXAS
Regional Mobility Authority

EXPRESSWAY NEWS

September 22, 2016

FIVE THINGS WE LEARNED AT IBTTA

Last week, the Mobility Authority attended the 2016 [International Bridge, Tunnel and Turnpike Association \(IBTTA\)](#) Annual Conference in Denver to exchange ideas with transportation agencies across the world, and share new innovations and best practices. An overall theme of the entire conference was the importance of collaboration between agencies, the private sector, and the traveling public. Together, we can identify and implement innovative mobility solutions to protect and strengthen quality of life.

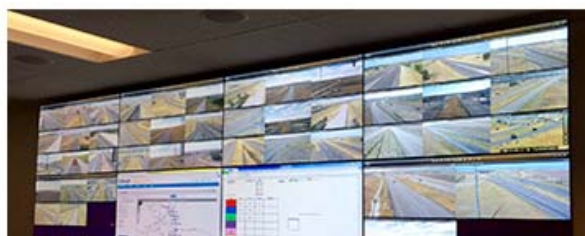
We'd like to share some of the great ideas and interesting facts we learned at the conference.

ONE

The flagship project of the conference was [Colorado's E-470](#), a 47-mile toll road on the eastern edge of Denver which provides commuters a choice to save time on a reliable route. What was previously called "the road to nowhere" in the early 1990s, E-470 is now a heavily used corridor that has spurred widespread economic development in the area.

The toll lanes are so well used that the facility is in need of additional lanes. Using an innovative contracting mechanism called Construction Manager/General Contractor (CM/CG), they are currently widening the toll lanes, adding a bicycle/pedestrian path, planning for future widening, and building sound walls for new residents that now line the facility.

We got to tour their Command Center, which is used for 24/7 incident and traffic management. Our MoPac Express Lanes will have a similar center when the project is



up and running. You can learn more about it in our next Expressway News e-newsletter.



TWO



Preliminary Design Concept

Colorado DOT will soon be reconstructing 10-miles of I-70 East, adding an Express Lane in each direction, removing an aging elevated section, and lowering the interstate for a short stretch of the corridor. This lowered highway will be enclosed with a four-acre cover; the first highway cover project in the state. The cover will provide an active and vibrant area with opportunities for sports games, outdoor movies, concerts and farmers markets.

In his remarks, Executive Director Shailen Bhatt with Colorado DOT said that his agency doesn't build roads because they like nice pavement, they do it to improve quality of life.

This project is very similar to one option TxDOT is evaluating on I-35 through downtown Austin. To learn more about TxDOT's Central 7-mile Comprehensive Project, [please click here](#).

THREE

Central Florida Expressway Authority provides an on-road, drive-through customer service lane for drivers to reload cash on their toll tag account or other customer service actions like opening an account or getting a toll tag sticker. This is the first of its kind in the continental United States. All a motorist has to do is drive up to the marked "Reload Lane" and the attendant takes care of the rest. The whole process usually takes just a few minutes.

Since the Mobility Authority went cashless in 2008, we continue to look into opportunities to redevelop the mothballed toll booth lanes on 183A in Cedar Park for alternate uses.

FOUR

Did you know that since the 1970s, all of the highways in the country of Slovenia are toll roads? Their toll tags are called "vignettes" and are sold at gas stations in Slovenia and neighboring countries, at post offices in Slovenia, and at some magazine stands. Vignettes are used in Austria, Bulgaria, Czech Republic, Hungary, Moldova, Romania, Slovakia, Slovenia and Switzerland. Prices for an annual vignette for passenger cars range from approximately \$35 to \$170, depending on the country.

The Mobility Authority accepts TxDOT's TxTAG, NTTA's Toll Tag, and HCTRA's EZTAG on 183A and 290 Toll. If you open an account with TxTAG and load \$20 in prepaid tolls, you'll save

25% off the Pay By Mail toll rate. You can add money to your account when the balance gets low, or you can sign up for AutoPay (automatic replenishment), so you never have to worry about how much money is in your TxTag account. If you enroll in AutoPay, you will receive your TxTag stickers for free. Learn more about TxTAG and open an account [here](#).

FIVE

[Florida's Turnpike Enterprise](#) (FTE) owns and operates 483 miles of toll roads and services approximately 2.3 million customers every day. With traffic increasing substantially, traffic congestion and delays occur during peak hours of the day. After an extensive study, FTE is now adding express lanes on many of their tolled facilities to provide reliable travel during rush hour. About 50% of surveyed Floridians were favorable to paying an additional toll to drive on the express lanes. These lanes would be for toll tag users only. For more information on this project, click [here](#).

The MoPac Improvement Project will be the first express lane project in the Central Texas region. However, we learned at IBTTA that it's a trend commuters can expect to continue seeing across the country—because they work. While the addition of traditional lanes will only result in those lanes filling up just as quickly, express lanes are a truly effective congestion management tool that go beyond adding capacity. Learn more about how the MoPac Express Lanes work [here](#).

THE MOBILITY AUTHORITY AND IBTTA



At the conference, our Executive Director Mike Heiligenstein was honored as an IBTTA Honorary Member for his outstanding contributions and commitment to regional approaches to mobility solutions. This is the highest honor the international association bestows. Heiligenstein served as president of the association in 2014.

Dee Anne Heath, our Director of External Affairs, gave a presentation about the Mobility Authority's social media program during the panel on content marketing and new media in the digital age. The Mobility Authority's social media approach is all about conversation and talking about more than just pavement.



Follow us on [Twitter at @ctxmobility](#) and on Facebook at [facebook.com/MobilityAuthority](https://www.facebook.com/MobilityAuthority).

MORE ABOUT IBTTA

Founded in 1932, IBTTA is the worldwide association representing toll facility owners and operators and the businesses that serve them. Through advocacy, thought leadership and education, IBTTA assists with the implementation of state-of-the-art, innovative user-based transportation financing solutions to address the critical infrastructure challenges of the 21st Century.

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**CENTRAL TEXAS
Regional Mobility Authority**

September 28, 2016
AGENDA ITEM #19

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**

September 28, 2016
AGENDA ITEM #20

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**

September 28, 2016
AGENDA ITEM #21

Executive Session

Executive Session:

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