

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

RESOLUTION NO. 13-026

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

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

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

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

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

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

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

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 13-026
Date Passed: 4/24/13

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

RESOLUTION NO. 13-027

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

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

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

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

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

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

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

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 13-027
Date Passed: 4/24/2013

EXHIBIT 1 TO RESOLUTION 13-027

PROPOSED ADVANCED FUNDING AGREEMENT WITH TxDOT

[on the following 11 pages]

STATE OF TEXAS §
COUNTY OF TRAVIS §

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

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

BACKGROUND

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

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

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

AGREEMENT

1 Period of the Agreement

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

2 Scope of Work

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

3 Local Project Sources and Uses of Funds

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

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

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

An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

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

4 Termination

This agreement may be terminated:

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

5 Amendments

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

6 Remedies

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

7 Notices

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

State of Texas:	Local Government:
Texas Department of Transportation Attention: Director of Contract Services 125 East 11 th Street Austin, Texas 78701	Central Texas Regional Mobility Authority Attention: Executive Director 301 Congress Avenue, Suite 650 Austin, TX 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 OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

14 Procurement and Property Management Standards

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

15 Inspection of Books and Records

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

16 Civil Rights Compliance

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

17 Disadvantaged Business Enterprise (DBE) Program Requirements

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

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

18 Debarment Certifications

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

19 Lobbying Certification

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

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

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

20 Federal Funding Accountability and Transparency Act Requirements

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

21 Single Audit Report

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

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

22 Signatory Warranty

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

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

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By _____ Date _____
Mike Heiligenstein
Executive Director

FOR THE STATE OF TEXAS

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

By _____ Date _____
Janice Mullenix
Director of Contract Services

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**ATTACHMENT A
RESOLUTION**

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

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

**ATTACHMENT B
SCOPE OF WORK**

Real-time Ridesharing Technology to Support Differential Tolling by Occupancy

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

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

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

Task 1: Pre-Implementation Plan

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

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

Task 2: Recruitment

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

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

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

Task 3: Implementation

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

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

Task 4: Analysis and Reporting

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

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

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**ATTACHMENT C
 PROJECT BUDGET ESTIMATE**

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

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

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

Payment by the Local Government to the State \$0

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

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

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

RESOLUTION NO. 13-028

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

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

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

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

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

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

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

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 13-028
Date Passed: 4/24/2013

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

RESOLUTION NO. 13-029

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

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


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

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

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

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

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Willkerson
Chairman, Board of Directors
Resolution Number: 13-029
Date Passed: 4/24/2013

EXHIBIT 1 TO RESOLUTION NO. 13-029

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

101.0041 **Records Retention**

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

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

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

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

RESOLUTION NO. 13-030

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

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

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

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

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

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Willkerson
Chairman, Board of Directors
Resolution Number 13-030
Date Passed 4/24/2013

EXHIBIT 1

RESOLUTION NO. 13-030

INVESTMENT BANKING FIRMS ADDED TO POOL

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

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

RESOLUTION NO. 13-031

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

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


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

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

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


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

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 13-031
Date Passed: 4/24/13

EXHIBIT 1 TO RESOLUTION 13-031
STANTEC PROPOSED SCOPE OF WORK
AND COST OF SERVICES

[on the following page]

EXHIBIT A-3
SCOPE OF WORK

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

Attention: William Chapman, CFO

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

Dear Mr. Chapman:

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

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

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

Cost of Services

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

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

Sincerely yours,

STANTEC CONSULTING SERVICES INC.



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

EXHIBIT B-3

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

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

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

RESOLUTION NO. 13-032

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

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

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

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

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

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

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 13-032
Date Passed: 4/24/13

EXHIBIT 1 TO RESOLUTION 13-032

DRAFT LETTER OF ENGAGEMENT WITH CDM SMITH FOR
TRAFFIC AND REVENUE ENGINEERING SERVICES FOR
MOPAC SOUTH AND MOPAC SOUTH OVERPASS PROJECTS

[on the following 10 Pages]



April 17, 2013

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

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

Dear Mr. Chapman:

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

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

BACKGROUND AND PURPOSE

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





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

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

MoPac South Overpasses Project

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

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

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



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

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

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

MoPac South Project

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

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

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



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

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

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



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

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

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

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

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

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

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



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

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

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

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

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



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

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

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

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



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

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

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

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

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



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

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



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

* * *

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

Yours sincerely,

Letter of engagement approved as submitted

David Anderson
Client Service Manager
CDM Smith, Inc

Mike Heiligenstein
Executive Director
Central Texas Regional Mobility Authority

Date:

Date:

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

RESOLUTION NO. 13-033

ACCEPT THE FINANCIAL REPORTS FOR MARCH 2013.

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

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

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

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

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

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

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 13-033
Date Passed: 4/24/2013

Attachment A

Financial Reports for March 2013

**Central Texas Regional Mobility Authority
Balance Sheet**

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

Liabilities

Current Liabilities

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

Long Term Liabilities

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

Net Assets Section

Contributed Capital	18,334,846	18,334,846
Net Assets beginning	93,597,898	61,913,602
Current Year Operations	58,092,966	15,579,342
Total Net Assets	151,690,865	77,492,944
Total Liabilities and Net Assets	956,138,360	877,031,291

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

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

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

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

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

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

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

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

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

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

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

Cash flows from operating activities:	
Receipts from Department of Transportation	\$ 49,951,086
Receipts from toll fees	22,837,802
Receipts from other fees	-
Receipts from interest income	1,536,004
Receipts from other sources	419,905
Payments to vendors	(6,513,384)
Payments to employees and benefits	(1,754,759)
Net cash flows used in operating activities	<u>66,476,654</u>
 Cash flows from capital and related financing activities:	
Payments on interest	(41,260,907)
Payment on Bonds/Notes	(3,597,622)
Acquisitions of property and equipment	(3,875)
Acquisitions of construction in progress	(83,273,526)
Proceeds from Draw Down Note	1,500,000
Net cash flows used in capital and related financing activities	<u>(126,635,931)</u>
 Cash flows from investing activities:	
Purchase of investments	(35,425,320)
Proceeds from sale or maturity of investments	123,270,907
Net cash flows provided by investing activities	<u>87,845,587</u>
 Net increase in cash and cash equivalents	 27,686,311
Cash and cash equivalents at beginning of July 2012	100,680,911
Cash and cash equivalents at end of March 2013	<u>\$ 128,574,385</u>
 Reconciliation of change in net assets to net cash provided by operating activities:	
Change in net assets	\$ 58,092,966
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation and amortization	6,280,673
Nonoperating interest	16,424,549
Bond Issuance Expense	177,247
Changes in assets and liabilities:	
(Increase)/Decrease in accounts receivable	(14,642,009)
(Increase)/Decrease in prepaid expenses and other assets	(38,469)
(Increase)/Decrease in interest receivable	1,453,189
Increase/(Decrease) in deferred revenue (audit adjustments)	(77,482)
Increase/(Decrease) in other payable	(176,815)
Increase/(Decrease) in accounts payable	(1,017,193)
Total adjustments	<u>8,383,688</u>
 Net cash flows provided by operating activities	 <u>\$ 66,476,654</u>

INVESTMENTS by FUND

		Balance March 31, 2013	
Renewal & Replacement Fund			TexSTAR 33,847,077.63
TexSTAR	661,044.88		CD's 8,000,000.00
Regions Sweep	0.66		Regions Sweep 94,418,741.46
Agencies		661,045.54	Agencies 126,418,714.43
TxDOT Grant Fund			
TexSTAR	5,424,395.32		
Regions Sweep	37,549.17		
CD's	3,000,000.00		
Agencies	1,000,000.00	9,461,944.49	\$ 262,684,533.52
Subordinate Lien DS Fund 05			
Regions Sweep	951,374.62	951,374.62	
Debt Service Reserve Fund 05			
TexSTAR	12,570,680.73		
Regions Sweep	56,750.21		
Agencies	5,168,566.67	17,795,987.61	
Debt Service Fund 05			
Regions Sweep	2,582,422.78		
Agencies	25,270,228.94	27,852,651.72	
2010 Senior Lien DSF			
Regions Sweep	860,844.68		
TexSTAR	0.15	860,844.83	
2010-1 Debt Service Fund			
Regions Sweep	661,593.73	661,593.73	
2010-2 Debt Service Fund			
Regions Sweep	331,019.55	331,019.55	
2011 Debt Service Acct			
Regions Sweep	0.33	0.33	
2011 Sub Debt DSRF			
Regions Sweep	2,021,965.24		
CD's	5,000,000.00	7,021,965.24	
Operating Fund			
TexSTAR	145,804.63		
TexSTAR-Trustee	1,801,755.34		
Regions Sweep	2.18	1,947,562.15	
Revenue Fund			
TexSTAR	1.00		
Regions Sweep	1,137,201.44	1,137,202.44	
General Fund			
TexSTAR	53.78		
Regions Sweep	6,682,932.16	6,682,985.94	
2010 Senior Lien Capitalized Interest			
Regions Sweep	0.07		
TexSTAR	487.87	487.94	
2010-1 Sub Lien Capitalized Interest			
Regions Sweep	0.00		
TexSTAR	0.00	-	
2010-2 Sub Lien Capitalized Interest			
TexSTAR	33.69		
Regions Sweep	0.01	33.70	
2011 Sr Capitalized Interest Fund			
Regions Sweep	37,576.39		
Agencies	17,781,989.07	17,819,565.46	
2011 Sub Capitalized Interest Fund			
Regions Sweep	574.24		
Agencies	4,695,955.73	4,696,529.97	
2010-1 Sub BABS subsidy			
Regions Sweep	20.50	20.50	
2010-2 Sub BABS subsidy			
Regions Sweep	0.00	-	
2010 Senior Lien Debt Service Reserve Fund			
TexSTAR	5,560,468.54		
Regions Sweep	65,857.96		
Agencies	3,913,542.75	9,539,869.25	
2010-2 Sub Lien Debt Service Reserve Fund			
TexSTAR	779,525.09		
Regions Sweep	203,935.12		
Agencies	190,000.00	1,173,460.21	
2010-1 Sub Lien Debt Service Reserve Fund			
TexSTAR	1,911,568.36		
Regions Sweep	15,000.87		
Agencies	2,048,386.27	3,974,955.50	
MoPac Construction Fund			
Regions Sweep	16,041,581.47	16,041,581.47	
2010-1 Sub Lien Projects Fund			
TexSTAR	822,865.85		
Regions Sweep	0.00	822,865.85	
2010 Senior Lien Construction Fund			
TexSTAR	1.19		
Regions Sweep	2,793,009.42	2,793,010.61	
2011 Sub Debt Project fund			
TexSTAR	4,168,271.55		
Agencies	25,007,958.33		
Regions Sweep	18,887,622.60	48,063,852.48	
2011 Sr Financial Assistance Fund			
Regions Sweep	31.73	31.73	
2011 Senior Lien Project Fund			
TexSTAR	119.66		
Regions Sweep	41,049,874.33		
Agencies	41,342,096.67	82,392,090.66	
		<u>\$ 262,684,533.52</u>	

CTRMA INVESTMENT REPORT

Month Ending 3/31/13					
Balance 3/1/2013	Additions	Discount Amortization	Accrued Interest	Withdrawals	Balance 3/31/2013
4,167,873.30			398.25		4,168,271.55
119.66					119.66
1.19					1.19
825,360.63			78.79	2,573.57	822,865.85
53.78					53.78
1,401,609.39	1,000,000.00		145.95	600,000.00	1,801,755.34
660,981.72			63.16		661,044.88
5,423,877.07			518.25		5,424,395.32
1.00					1.00
12,569,479.68			1,201.05		12,570,680.73
0.15					0.15
5,559,937.27			531.27		5,560,468.54
779,450.61			74.48		779,525.09
1,911,385.74			182.62		1,911,568.36
487.86			0.01		487.87
33.69					33.69
33,300,652.74	1,000,000.00	0.00	3,193.83	602,573.57	33,701,273.00
145,790.70	600,000.00		13.93	600,000.00	145,804.63

Rate
Mar 13

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Amount in Trustee TexStar
 2011 Sub Lien Construction Fund
 2011 Senior Lien Construction Fund
 2010 Senior Lien Construction Fund
 2010-1 Sub Lien Projects
 General Fund
 Trustee Operating Fund
 Renewal and Replacement
 TxDOT Grant Fund
 Revenue Fund
 Senior Lien Debt Service Reserve Fund
 2010 Senior Lien DSF
 2010 Senior Lien Debt Service Reserve Fund
 2010-2Sub Lien Debt Service Reserve Fund
 2010-1Sub Lien Debt Service Reserve Fund
 2010 Senior Lien Capitalized Interest
 2010-2 Sub Lien Capitalized Interest

Amount in TexStar Operating Fund

CTRMA INVESTMENT REPORT

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

Amount in Fed Agencies and Treasuries

Amortized Principal		(151,214.18)			18,000,000.00	126,418,714.43
Accrued Interest				177,793.20		
	144,569,928.61	0.00	(151,214.18)		18,000,000.00	126,418,714.43

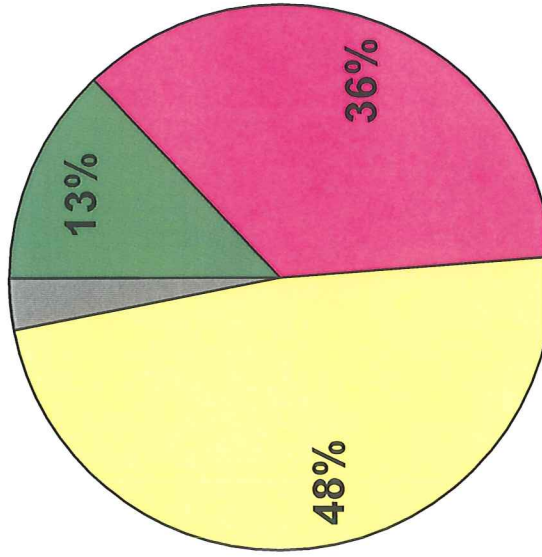
CTRMA INVESTMENT REPORT

	Month Ending 3/31/13				Rate Mar 13	
	Balance 3/1/2013	Additions	Discount Amortization	Accrued Interest		Withdrawals
Certificates of Deposit	3,000,000.00	5,000,000.00			0.00	8,000,000.00
Total in Pools	33,446,443.44	1,600,000.00		3,207.76	1,202,573.57	33,847,077.63
Total in Money Market	69,082,469.83	41,419,731.97		704,543.84	16,788,004.18	94,418,741.46
Total in Fed Agencies	144,569,928.61	0.00	(151,214.18)		18,000,000.00	126,418,714.43
Total Invested	250,098,841.88	48,019,731.97	(151,214.18)	707,751.60	35,990,577.75	262,684,533.52

William Chapman, CFO

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

Allocation of Funds



■ Total in Pools

■ Total in Money Market

■ Total in Fed Agencies

■ Total in CD's

Amount of investments As of March 31, 2013

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

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

March 31, 2013 Certificates of Deposit Outstanding

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



Monthly Newsletter - March 2013

Performance

As of March 31, 2013

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

March Averages

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

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

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

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

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 March:

★ Advantage Academy ★ Harris County

Program Information

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

Economic Commentary

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

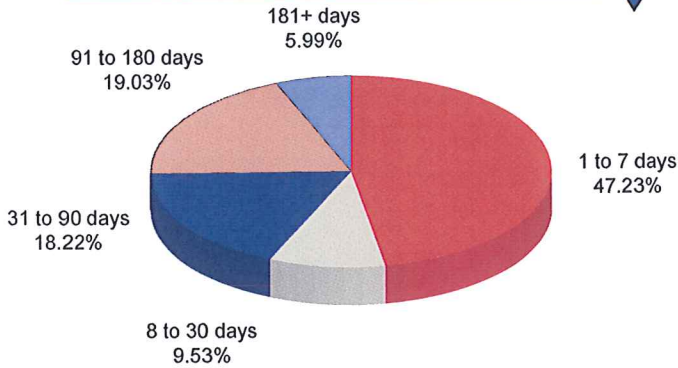
Accommodative central bank policy appears to be working. In the U.S., the wealth effect of improving financial markets and housing prices seems to be offsetting the impact of fiscal cuts and higher energy prices. While problems in Europe are not resolved, it is clear that policymakers have calmed markets.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

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

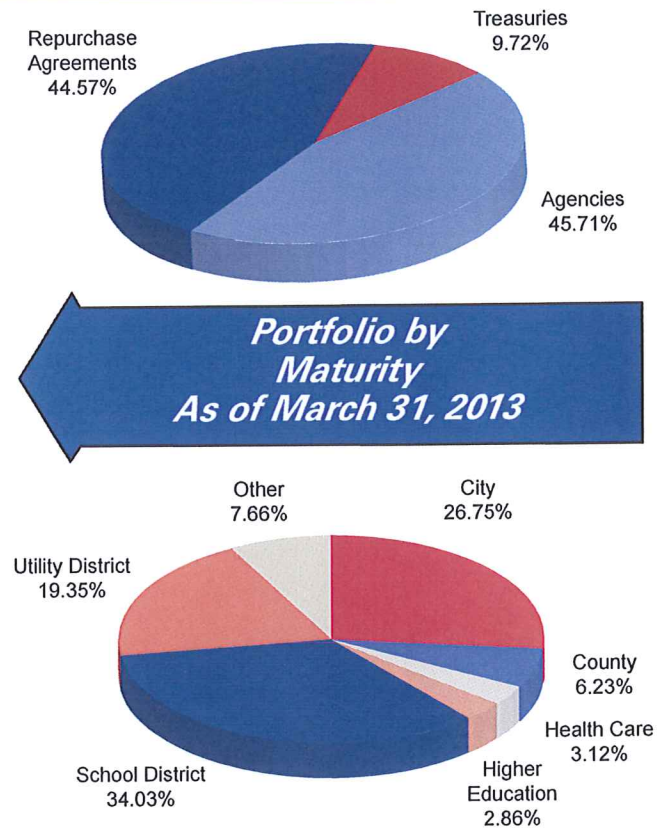
For more information about TexSTAR, please visit our web site at www.texstar.org.

Information at a Glance

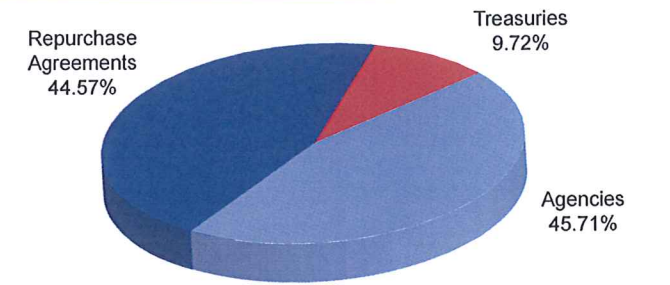
Portfolio by Type of Investment As of March 31, 2013



Distribution of Participants by Type As of March 31, 2013



Portfolio by Maturity As of March 31, 2013



Historical Program Information

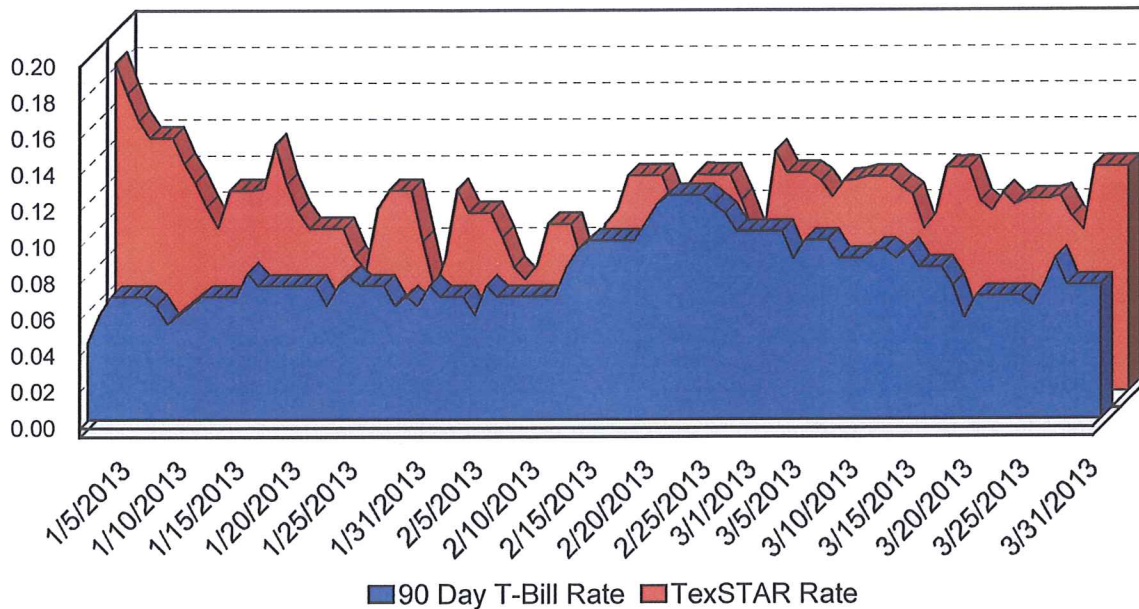
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Mar 13	0.1125%	\$5,635,357,483.25	\$5,636,069,051.83	1.000126	52	60	770
Feb 13	0.0996%	6,248,843,373.19	6,249,277,988.81	1.000069	51	58	768
Jan 13	0.1103%	6,030,821,287.69	6,031,600,682.90	1.000129	48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

Portfolio Asset Summary as of March 31, 2013

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

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

TexSTAR versus 90-Day Treasury Bill



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

Daily Summary for March 2013

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

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



TexSTAR Board Members

<i>William Chapman</i>	<i>Central Texas Regional Mobility Authority</i>	<i>Governing Board President</i>
<i>Nell Lange</i>	<i>City of Frisco</i>	<i>Governing Board Vice President</i>
<i>Kenneth Huewitt</i>	<i>Houston ISD</i>	<i>Governing Board Treasurer</i>
<i>Michael Bartolotta</i>	<i>First Southwest Company</i>	<i>Governing Board Secretary</i>
<i>Joni Freeman</i>	<i>JP Morgan Chase</i>	<i>Governing Board Asst. Sec./Treas.</i>
<i>Hardy Browder</i>	<i>City of Cedar Hill</i>	<i>Advisory Board</i>
<i>Oscar Cardenas</i>	<i>Northside ISD</i>	<i>Advisory Board</i>
<i>Stephen Fortenberry</i>	<i>Plano ISD</i>	<i>Advisory Board</i>
<i>Monte Mercer</i>	<i>North Central TX Council of Government</i>	<i>Advisory Board</i>
<i>Becky Brooks</i>	<i>Government Resource Associates, LLC</i>	<i>Advisory Board</i>
<i>Len Santow</i>	<i>Griggs & Santow</i>	<i>Advisory Board</i>

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



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