

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

RESOLUTION NO. 06-45

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

WHEREAS, Chapter 370 of the Texas Transportation Code authorizes regional mobility authorities to develop projects through the use of comprehensive development agreements ("CDAs"); and

WHEREAS, in accordance with its Policies Regarding the Procurement of Goods and Services the CTRMA solicited proposals for the development of 183-A through a CDA; and

WHEREAS, in Resolution No. 04-43, dated September 8, 2004, the Board of Directors approved the selection of Hill Country Constructors ("HCC") as the Developer for 183-A, and;

WHEREAS, the CTRMA and HCC entered into a CDA effective November 29, 2004 for the development of the 183-A Turnpike Project; and

WHEREAS, in Resolution No. 05-36, dated April 27, 2005, the Board of Directors approved entering into a Toll Systems Implementation and Maintenance Agreement ("Toll Systems Agreement") with Caseta Technologies ("Caseta");

WHEREAS, in Resolution No. 05-37, dated April 27, 2005, the Board of Directors approved an amendment to the CDA to reflect the assumption by Caseta of certain obligations regarding the design and construction of the toll collection system that were initially included in the CDA; and

WHEREAS, the Toll Systems Agreement includes a process for the consideration and development of potential change orders for aspects or portions of the work performed under the Toll Systems Agreement which might warrant adjustment to the Contract Price or Contract Time as defined thereunder; and

WHEREAS, the change order process includes consideration of potential changes or revisions caused by several sources or events, including certain requests for changes by the CTRMA, certain otherwise undiscovered matters affecting the 183-A Project, and other items more fully set forth in the Toll Systems Agreement; and

WHEREAS, the Toll Systems Agreement provides that all change orders be formally agreed to by the CTRMA and Caseta and, pursuant to Resolution No. 05-46, change orders in excess of \$50,000 must be approved by the Board; and

WHEREAS, the CTRMA, the General Engineering Consultant, and Caseta have determined that an increase in the number of the Automatic Change Machines (“ACMs”) originally planned for the 183-A Project, as well as an increase in the number of removable vaults for each of the ACMs, is necessary and appropriate, and therefore require the issuance of Caseta Change Order No. 2 in substantially the same form as is set forth in Attachment “A”.


NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the execution and issuance of Caseta Change Order No. 2 in the form, or substantially the same form, as set forth in Attachment “A”; and

BE IT FURTHER RESOLVED, that Caseta Change Order No. 2 shall be made an amendment to the Toll Systems Agreement, as of the date that Caseta Change Order No. 2 is fully executed by the CTRMA and Caseta.

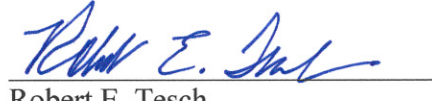
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of August, 2006.

Submitted and reviewed by:

Approved:



Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 06-45
Date Passed 08/30/06

Attachment "A"

Copy of Caseta Change Order No. 2 Memorandum and Summary
And
Change Order Form




Central Texas Regional
Mobility Authority

MEMORANDUM

To: Mike Heiligenstein
Ron Fagan
Bill Chapman

Date: August 22, 2006

From: Richard Ridings 

Subject: Caseta Change Order No. 002 to Work Authorization 1 – Additional Automatic Coin Machines (ACMs)

Copies: Tom Nielson, Everett Owen

In response to a May 18, 2006 letter entitled RFP for Lane Related Change Orders to Work Authorization No. 1, and specifically to Item #4 in the letter - Add Automatic Coin Machines (ACM's) and vaults, we have reviewed the Caseta's proposal and the issues related to this item and offer the following for your consideration.

The purpose of this proposed Change Order is to provide flexibility in processing traffic at the Brushy Creek ramps. By adding an ACM to the existing electronic only lanes at Brushy Creek northbound and southbound, those lanes can be configured to handle customers that choose to pay with exact change. In addition, should the adjacent manual/ACM lane become inoperable, the remaining lane could be configured to process both electronic and cash customers.

This change order also provides for the required number of vaults to operate the lanes.

Cost

Caseta's bid is based on a quote directly from the manufacturer and their estimated time to install, configure and test the machines. The markup, 15% on equipment and 5% on subcontractor labor, are per TxDOT Maroon Book standards, and the quote is in line with what was bid for the original ACMs.

301 Congress Avenue, Suite 650 Austin, TX 78701

Telephone: (512) 996-9778 / Fax: (512) 996-9784 / www.mobilityauthority.com

Robert E. Tesch, *Chairman* • Lowell H. Lebermann, Jr., *Vice-Chairman* • Robert L. Bennett, Jr., *Treasurer*
Henry H. Gilmore • James H. Mills • David Sinaleton • Johanna Zmud Ph.D. • Mike Heiligenstein, *Executive Director*

The total cost impact of this proposed change order is calculated as follows:

| | |
|----------------------|---|
| \$ 7,980,093.06 | Original Work Authorization No. 1 Bid Price |
| \$ 406,674.00 | Additional Work Authorizations |
| \$ 279,668.60 | Previously Approved Change Order #1 |
| <u>\$ 279,034.40</u> | This Change Order - # 002 |
| \$ 8,945,470.06 | Total Adjusted Contract Price |
| | |
| \$12,622,000.00 | Total Available for Toll System Integration |
| \$ 3,676,529.94 | Remaining Contingency for Toll System Integration |

The GEC has reviewed the subject Change Order and recommends approval.



Central Texas Regional
Mobility Authority

Central Texas Regional Mobility Authority

CHANGE ORDER NUMBER: 2

- CONTRACTOR: Caseta Technologies, Inc.
- Change Order Work Limits: Sta. _____ to Sta. _____
- Type of Change(on federal-aid non-exempt projects): _____
- Reasons: 2C, 3B (3 Max. - In order of importance - Primary first)
- Describe the work being revised:

Add an additional ACM in each direction at Brushy Creek. The machines will not be operational at opening, but must be capable of being put into operation within 48 hours. The lanes will initially operate in ETC mode. If Caseta is directed to put the ACM into operation, an additional ACM/ETC mode will be required. If possible defer the purchase of licenses until the ACMs are put into production. This change affects the following lanes:

- Brushy Creek – Lanes 1 NB and 1 SB

Increase the total number of vaults provided to 40.

| | |
|----------------------|---------------------------|
| CCSJ: | _____ |
| Project: | <u>183A Turnpike</u> |
| Highway: | <u>183A Turnpike</u> |
| County: | <u>Travis, Williamson</u> |
| District: | <u>Austin</u> |
| Contract Number: | _____ |
| Fed. Aid Exempt: | <input type="checkbox"/> |
| Fed. Aid Non Exempt: | <input type="checkbox"/> |

6. New or revised plan sheet(s) & sketch(es) are attached and numbered:

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

| | |
|--|---|
| <p><i>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</i></p> <p>THE CONTRACTOR _____ Date <u>8/24/06</u></p> <p>By <u>[Signature]</u></p> <p>Typed/Printed Name <u>J. Darby Swank</u></p> <p>Typed/Printed Title <u>Project Manager</u></p> | <p>The following information must be provided</p> <p>Time Ext. #: <u>N/A</u> Days added on this CO: <u>0</u></p> <p>Amount added by this change order: <u>\$279,034.40</u></p> <p>For CTRMA use only:</p> <p>Original Contract Amount: <u>\$7,980,093.06</u></p> <p>Revised contract amount to-date: <u>\$8,259,761.66</u> (Includes CO# 1)</p> <p>CO portion financed by 3rd party funding: <u>\$0.00</u></p> |
|--|---|

RECOMMENDED FOR EXECUTION BY:

APPROVAL:

[Signature] 8/29/06
Signature Date

Richard L. Ridings
GEC, Project Manager

CTRMA, Director of Operations Date
 APPROVED REQUEST APPROVAL

CTRMA, Director of Engineering Date
 APPROVED REQUEST APPROVAL

CTRMA, General Counsel Date
 APPROVED REQUEST APPROVAL

CTRMA, Executive Director Date
APPROVED

Central Texas Regional Mobility Authority

CHANGE ORDER NUMBER: 2

CCSJ: _____

TABLE A: Force Account Work and Materials Placed

Estimated Cost: \$279,034.40

Paid by Invoice? Y N

| Item | Equipment | UNIT | UNIT PRICE | QUANTITY |
|----------------|--|------|------------|--------------|
| 1 | ACM Full-Size surface w/ side access | 2 | 59,337 | \$118,674.00 |
| 2 | ACM Full-Size Chassis w/wiring harness | 2 | 10,965 | \$21,930.00 |
| 3 | ACM Coin Vaults | 38 | 700 | \$26,600.00 |
| 4 | Spare Parts Kit | 0.6 | 56,745 | \$34,047.00 |
| 5 | | | | \$0.00 |
| 6 | | | | \$0.00 |
| 7 | | | | \$0.00 |
| 8 | | | | \$0.00 |
| 9 | | | | \$0.00 |
| Total Material | | | | \$201,251.00 |

| Item | LABOR | Number Of Personnel | Number Of Hours | Hourly Rate | Total |
|-------------|--------------------------------------|---------------------|-----------------|-------------|-------------|
| 1 | Installation, Integration and Design | 3 | 60.00 | \$88.00 | \$15,840.00 |
| 2 | | | | | \$0.00 |
| 3 | | | | | \$0.00 |
| 4 | | | | | \$0.00 |
| 5 | | | | | \$0.00 |
| 6 | | | | | \$0.00 |
| 7 | | | | | \$0.00 |
| 8 | | | | | \$0.00 |
| 9 | | | | | \$0.00 |
| Total Labor | | | | | \$15,840.00 |

| Item | Material | Number Of Hours | Rental Rate | Operating Cost | Total |
|-----------------|----------|-----------------|-------------|----------------|--------|
| 1 | | | | | \$0.00 |
| 2 | | | | | \$0.00 |
| 3 | | | | | \$0.00 |
| 4 | | | | | \$0.00 |
| 5 | | | | | \$0.00 |
| 6 | | | | | \$0.00 |
| 7 | | | | | \$0.00 |
| 8 | | | | | \$0.00 |
| 9 | | | | | \$0.00 |
| Total Equipment | | | | | \$0.00 |

| Item | Subcontractor | Quantity | Unit Price | Total |
|------|------------------------|----------|------------|------------|
| 1 | ACS Design (NRE) | .6 | \$7,500 | \$4,500.00 |
| 2 | Drawings/Documentation | .6 | \$13,000 | \$7,800.00 |
| 3 | | | | \$0.00 |
| 4 | | | | \$0.00 |
| 5 | | | | \$0.00 |
| 6 | | | | \$0.00 |
| 7 | | | | \$0.00 |
| 8 | | | | \$0.00 |
| 9 | | | | \$0.00 |

Total Subcontractor \$12,300.00

| Item | Pass Through Items (Cost +5%) | Quantity | Unit Price | Total |
|------|---|----------|------------|------------|
| 1 | Packaging and Delivery to Designated location | 2.5 | \$2,350 | \$5,875.00 |
| 2 | | | | \$0.00 |
| 3 | | | | \$0.00 |
| 4 | | | | \$0.00 |
| 5 | | | | \$0.00 |
| 6 | | | | \$0.00 |
| 7 | | | | \$0.00 |
| 8 | | | | \$0.00 |
| 9 | | | | \$0.00 |

Total Pass Through Items \$5,875.00

| Item | Description | Item Total | Burden (25%) | Insurance (55%) | Material Mark Up (25%) | Equipment Mark Up (15%) | Subcontractor Mark Up (5%) | Total |
|----------------------------|-------------|--------------|--------------|-----------------|------------------------|-------------------------|----------------------------|---------------------|
| Labor | | \$15,840.00 | 3,960.00 | 8,712.00 | | | | \$28,512.00 |
| Material | | \$0.00 | | | 0.00 | | | \$0.00 |
| Equipment | | \$201,251.00 | | | | 30,187.65 | | \$231,438.65 |
| Subcontractor | | \$12,300.00 | | | | | 615.00 | \$12,915.00 |
| Pass Through | | \$5,875.00 | | | | | 293.75 | \$6,168.75 |
| Force Account Total | | | | | | | | \$279,034.40 |

CHANGE ORDER REASON(S) CODE CHART

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



ACS, Inc.
3100 Medlock Bridge Road
Suite 370
Norcross, GA 30071
Tel: (770) 368-2003
Fax: (770) 368-2093
jay.dyess@acs-inc.com

Date: 24 August 2006
TO: Mr. Dusty Deitiker, Caseta
FROM: Jay Dyess, ACS, Inc.
SUBJECT: Quote for Automatic Coin Machines (CT-RMA)

Dear Mr. Deitiker:

In accordance with our discussions, ACS is pleased to offer the following quote in connection with automatic coin machines (ACMs) for application on your project with CTRMA. This quote is non-binding, and is presented based on previous pricing at your requested quantities. It does not affect pricing for any orders already in place.

| Description | Unit Price | Qty | Ext. |
|---|-------------|-----|---------------------|
| ACM Full-size surface w/side access | \$59,337.00 | 2 | \$118,674.00 |
| ACM Full-size Chassis w/wiring harness | \$10,965.00 | 2 | \$21,930.00 |
| ACM Coin Vaults | \$700.00 | 38 | \$26,600.00 |
| Spare Parts Kit | \$56,745.00 | 0.6 | \$34,047.00 |
| ACS Design (NRE) | \$7,500.00 | 0.6 | \$4,500.00 |
| Drawings/Documentation | \$13,000.00 | 0.6 | \$7,800.00 |
| Packaging and Delivery to designated location (per shipment via ground/truck) | \$2,350 | 2.5 | \$5,875.00 |
| Total | | | \$219,426.00 |

Terms: 30% due on order, remaining 70% due upon delivery.

Delivery Time: Please allow for an approximate delivery time of T0 + 7 months, where T0 = receipt of order. Typically, the first eight weeks immediately following an order are dedicated to design and documentation of design; fabrication occurs following approval of design. We will make every effort to satisfy your unique timelines, and a more precise delivery schedule will be provided upon order.

Warranty: One year manufacturer's warranty on labor, parts, freight pre-paid for all mechanical and electrical/electronic components of the supplied equipment. Warranty will be for 12 months starting at delivery. Please note: costs incurred for shipment of defective parts (if any) to Ascom are the responsibility of the customer. Ascom is responsible for shipment of the repaired or replaced part back to the customer. Labor on site for replacement of the part is not covered by this warranty.

In closing, we thank you for this opportunity to help Caseta better serve the revenue control requirements of the Central Texas RMA.

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

RESOLUTION NO. 06-46

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

WHEREAS, the Board of Directors of the CTRMA has been constituted in accordance with the Transportation Code and the RMA Rules; and

WHEREAS, in Resolution No. 04-48, dated September 29, 2004, the Board of Directors authorized and approved the retention of Kerry Tate Communications, Inc. d/b/a TateAustin ("TateAustin") to provide marketing services for the CTRMA; and

WHEREAS, in Resolution No. 05-19, dated February 23, 2005, the Board of Directors approved execution of a Marketing Services Agreement (the "Marketing Services Agreement") with TateAustin and the Marketing Services Agreement was fully executed and effective as of March 2, 2005;

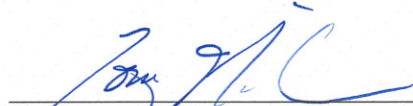
WHEREAS, it has been determined that the Marketing Services Agreement should be amended to address several terms and provisions in a manner that would be beneficial to the CTRMA and its ongoing operations, the proposed amendments being set forth in concept on Attachment "A" attached hereto and incorporated herein for all purposes.

NOW THEREFORE, BE IT RESOLVED, that the CTRMA Board of Directors authorizes and approves the proposed amendments as set forth in concept on Attachment "A" attached hereto and hereby directs staff to prepare an Amendment to the Marketing Services Agreement which sets forth such amendatory language; and

BE IT FURTHER RESOLVED, that the CTRMA Board of Directors hereby approves the entry into the formal Amendment provided for above and authorizes and directs the Executive Director to finalize and execute the Amendment on behalf of the CTRMA, with such Amendment being effective as of the date of such execution by all parties.

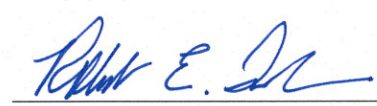
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of August, 2006.

Submitted and reviewed by:



Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 06-46
Date Passed 08/30/06

Attachment "A"
To Resolution 06-46
Proposed Amendments to TateAustin
Marketing Services Agreement

1. Eliminate the requirement to complete a signed work authorization. The Contractor will be required to complete tasks at the direction of the CTRMA and within the budget established by CTRMA Board with due oversight through the budgetary process.

2. Extend the contract to June 30, 2007. The contract is currently set to expire on March 1, 2007. This is just before the opening of 183A and in the middle of a budget year. Extending the contract allows the Contractor to complete work associated with the opening of 183A and all staff adequate time to complete a new selection process if necessary. The extension would also allow the contract to align with budget years, making contract management more efficient.

3. Increase the total contract amount from \$750,000 to \$1,200,000. This is consistent with the budgeted amount authorized by the CTRMA Board for the 2006-2007 budget year. With the planned opening of 183A there is a significant boost in the budget for communication and marketing activities. Many of the costs are pass-through costs for advertising, printing and material production activities. These pass-through activities are charged to the TateAustin Contract. With the current public outreach campaign and the increased marketing activities planned through the opening of 183A, it is anticipated the current \$750,000 contract amount will be exceeded before the opening of 183A.

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

RESOLUTION NO. 06-47

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

WHEREAS, Chapter 370 of the Texas Transportation Code authorizes regional mobility authorities to develop projects through the use of comprehensive development agreements ("CDAs"); and

WHEREAS, the CTRMA identified the 183-A Turnpike Project (the "Project") as its initial project in a petition filed under the RMA Rules; and

WHEREAS, in Minute Order No. 109877, approved on November 18, 2004, the Texas Transportation Commission granted its approval of the Project and the development thereof by the CTRMA subject to the conditions therein specified; and

WHEREAS, in Resolution No. 04-43, dated September 8, 2004, the Board of Directors approved of the selection of Hill Country Constructors as the Developer of the Project and subsequently entered into a Comprehensive Development Agreement for the development and construction of the Project; and

WHEREAS, in Resolution No. 05-06, dated January 26, 2005, the Board of Directors approved entering into a Project Development Agreement ("PDA") with the Texas Department of Transportation ("TxDOT") regarding the various project development issues related to construction, completion and operation of the Project; and

WHEREAS, Hill Country Constructors has undertaken construction of the Project with planned completion in early 2007; and

WHEREAS, the PDA provides that operation of the Project will be interoperable with various TxDOT projects and that the CTRMA shall utilize the TxDOT Customer Service Center and Violations Processing Center ("CSC/VPC") for purposes of processing the Project's tolls, customer inquiries and assistance, and violations as well as other related services ("CSC/VPC Services"); and

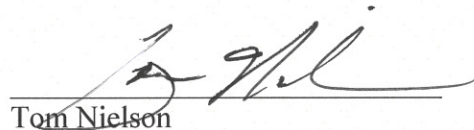
WHEREAS, the CTRMA staff recommends that the CTRMA enter into the attached Interlocal Agreement attached hereto as Attachment "A" for purposes of obtaining the CSC/VPC Services described therein,

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves entering into the Interlocal Agreement with TxDOT attached hereto as Attachment "A" for the purposes set forth therein; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized to execute such Interlocal Agreement in its final form on behalf of the CTRMA.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of August, 2006.

Submitted and reviewed by:



Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 06-47
Date Passed 08/30/06

Attachment "A"

**Interlocal Agreement with TxDOT for Utilizing the Customer Service Center and
Violations Processing Center in the Operation of CTRMA Toll Projects**

THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT

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

I. CONTRACTING PARTIES:

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

II. PURPOSE: CTRMA and TxDOT previously entered into a "Development, Operation, and Maintenance Agreement" for the 183-A Turnpike Project (the "Project Agreement") in which the Parties agreed that it will benefit the CTRMA, TxDOT, and the traveling public for the CTRMA to utilize the services of TxDOT's CSC/VPD for the CTRMA's customer service, and violation processing services.

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

IV. CONTRACT PAYMENT: TxDOT intends to provide Customer Service Center support to CTRMA including: account management, credit card processing, customer service, Transponder distribution, systems support and violation processing services. To the extent that CTRMA requests that TxDOT modify or supplement their policies, CTRMA agrees to reimburse TxDOT for reasonable costs of implementing any modifications or supplemental business practices.

Initially there shall be no transaction processing fees charged to the CTRMA. If in the future it is determined that TxDOT will charge such fees, fees shall be based on data demonstrating reasonable costs of transaction processing.

The total amount of this contract shall not exceed \$ n/a and shall conform to the provisions of **Attachment B**, Budget. Payments shall be billed monthly.

V. TERM OF CONTRACT: This contract begins when fully executed by both parties and terminates August 30, 2011 or when otherwise terminated as provided in this Agreement.

VI. LEGAL AUTHORITY:

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

The governing body, by resolution or ordinance, dated _____, has authorized the Central Texas Regional Mobility Authority to obtain the services described in **Attachment A**.

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

FOR THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By _____ Date _____

AUTHORIZED SIGNATURE
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, Contract Services Section
Office of General Counsel

ATTACHMENT A

Scope of Services

I. Recitals

This Agreement will be in full force and effect when approved by each party. It is understood by the Parties that this document will be revisited as necessary by mutual agreement to ensure that it reflects the current agreements and understandings of the participating agencies.

II. DEFINITIONS

Adjustment - A financial transaction applied to an account that negatively or positively (debit or credit) modifies the account's balance. A toll Adjustment financially modifies a specific transaction (toll or violation) that was previously posted/paid on the account (and thus modifies the account's balance). An account Adjustment financially modifies the account balance directly (and is not related to a specific toll or violation transaction).

Automatic Vehicle Identification (AVI) – A system consisting of an antenna and reader installed in a toll lane and a transponder mounted on a vehicle that allows for automatic identification of a vehicle as it passes through the lane.

Central Toll Repository (CTR) Host – The host computer for the CTRMA toll collection system located in the computer room in the administrative headquarters building of the CTRMA (or as otherwise located) that acts as the central depository for all ETC data related to use of any facility within the CTRMA System.

CTRMA System - Any tolled roadway owned and/or operated by the CTRMA or on behalf of the CTRMA by any third party.

Customer Service Center (CSC) – The customer service center to be operated by TxDOT that distributes TxTag Transponders, supports the TxTag customers and processes transactions and violations as identified.

Electronic Toll Collection (ETC) – A system of integrated devices and components that permit the automatic recording of vehicle transactions through electronic media in a toll revenue collections system.

Interface Control Document (ICD) – The current mutually agreed upon document that specifies the file(s) transferred between two systems (i.e. CSC system and TMS Host). The document specifies file naming, format, content, transfer timing and transfer protocol/process.

Reconciled Transaction - A transaction (toll or violation) that the Home Authority has provided a status (i.e. posted, rejected, etc.) to the Away Authority for a transaction that the Home Authority received (from the Away Authority) and processed.

Toll Revenue or Revenue – Funds due or paid for posted transactions including Reconciled Transactions less Adjustments.

Transponder – A device placed on or within an automobile that is capable of transmitting or receiving information used to assess or collect tolls that results in recognizable vehicle identification for tolling purposes, either with TxDOT's ETC program or with an interoperable third party. This includes, but is not limited to, a "TxTag Transponder".

TxTag® – The trademark registered by the North Texas Tollway Authority and licensed for use by TxDOT for branding TxDOT's ETC program.

Valid Transaction – The data recorded by the passage of a vehicle equipped with an electronic TxTag Transponder (which is properly read by the toll management system and which has a valid status) through a CTRMA tolling point.

Violation Processing System (VPS) – The violation processing system currently being developed and implemented by TxDOT, as an integral part of the TxDOT CSC system, which will process and manage violation.

III.

TRANSPONDER DISTRIBUTION AND TRANSFER OF FUNDS

1. TxDOT will distribute TxTag Transponders and will be responsible for establishing and maintaining all related customer accounts in accordance with the "Customer Service Center and Violations Processing Center TxTag Business Policies" (Exhibit 1) and the "Customer Service Center (CSC) / Toll Management System (TMS) Interface Control Document" (Exhibit 2) attached hereto. As such, TxDOT will create a file, known as the Tag Validation List (TVL), which lists TxTag and interoperable Transponders, and denotes the status of each Transponder as specified in the ICD. The TVL file and updates thereto will be sent to the CTR Host as provided in the ICD so that CTRMA can incorporate the list in the recording of transactions occurring on the CTRMA System. Such transfers will occur as specified in the ICD and will accurately reflect the Transponder status at the time the list is created.
2. CTRMA will send ETC data collected through the Central Toll Repository (CTR) Host to the CSC for processing as specified in the ICD. TxDOT will process all transferred CTRMA Transponder transactions as specified herein.
3. No less than monthly, TxDOT will pay CTRMA for CTRMA ETC transactions that successfully post (in the TxTag CSC, regardless of the status of the respective Transponder at the time of the transaction). Funds will be transferred through wire transfer or other electronic means to an account designated by CTRMA in writing to TxDOT. Toll Revenues will be calculated as gross funds due to CTRMA by TxDOT for Valid and Reconciled Transactions, less Adjustments and fees, that originated on mutually agreed CTRMA System facilities (including payment for violations that were converted to toll transactions).
4. CTRMA retains the right to send all transaction data received from a non-TxTag Transponder directly to the appropriate interoperable agencies or through a third-party.

5. Documentation supporting the calculation of transferred funds will be provided for each transfer of funds from TxDOT to CTRMA. TxDOT will also provide, on a monthly basis, reports showing Toll Revenues, fees and Adjustments from use of CTRMA System facilities, and mutually agreed upon Revenue reports. Such reports will be due no later than the 15th of each month, and will be current through the end of the previous month. All records maintained by TxDOT concerning use of CTRMA System facilities and the derivation of amounts due to CTRMA will be available upon request for audit for a period of three (3) years.
6. TxDOT will provide reports and data to assist the CTRMA in reconciling the transaction data and revenue. TxDOT operational and management reports related to CTRMA will also be provided to CTRMA as reasonably necessary to assist the CTRMA in assessing system performance. The content of such reports will include the information contained in the sample reports attached hereto as "Customer Service Center Subscriber Reports" Exhibit 3; the exact format of the reports will be agreed to by the parties.
7. The CTRMA and TxDOT agree to periodically review Revenue payments to CTRMA from TxDOT. Additional language will be considered to limit the CTRMA's exposure to unpaid Revenue if appropriate data shows that an unacceptable amount of Revenue is not paid to CTRMA because transactions do not post to TxDOT accounts or unacceptable large periods of time pass without payment or reconciliation of transactions owed to CTRMA.

IV. TOLL VIOLATIONS

1. Failure or refusal to pay the proper toll on a CTRMA System facility may result in a toll violation as set forth in § 370.177 of the RMA Act and CTRMA adopted policies.
2. Violation transactions and associated images will be collected at the CTRMA CTR Host. At the beginning of the data flow process, all transaction data will be sent by CTRMA to the CSC to match accounts. Then after non-matches are returned, CTRMA will determine which ones to send back to the CSC for violation processing. The CTR Host will only transmit violations to the CSC that should be pursued by TxDOT. Violation data sent by CTRMA will be transmitted as specified in the ICD.
3. The CSC system and the VPS interfaces will provide the ability for CTRMA to review, and continue or cancel the established CSC violation process at the following points: (i) prior to any notification being sent to the registered vehicle owner; (ii) prior to initiation of any third-party collection activities; and (iii) prior to initiation of any legal action. The CTRMA violation transactions that are received by TxDOT and determined to be customers of interoperable agencies or have images that are non-readable by the TxDOT systems will not be further processed by TxDOT. Although such transactions will not be processed by TxDOT, status will be sent back to CTRMA notifying them of the transactions that are not going to be pursued.
4. Actual and agreed upon costs for changes made to the established violations processing system at CTRMA's request, be reimbursed to TxDOT by CTRMA.
5. TxDOT will direct vehicle owners to send payment for violations directly to TxDOT where these payments will be processed. Electronic data relating to all payments will be transmitted to the CTR Host as specified in the ICD. All toll payments that are for violations related to use of a CTRMA System facility will be wired to the CTRMA specified account.

6. TxDOT will provide one (1) court liaison staffed by the CSC to be dedicated to the pursuit of CTRMA violations. As TxDOT will incur the cost of the court liaison position, all fees collected on CTRMA toll violations will be retained by TxDOT. If staffing one (1) court liaison is found to be insufficient in the future, the Parties agree to revise the staffing levels and renegotiate the costs incurred.

V. SYSTEM SPECIFICATIONS AND FILE TRANSFER

1. The ICD documents are the technical specifications required for a working interface between the CSC and the CTR Host subsystem and define the timing, format and content for file and date transfers. CTRMA will design its toll collection system to adhere to the technical specifications set forth in the ICD. TxDOT will process transactions and transfer data in the format and within the timeframes set forth in the ICD. TxDOT will not be responsible for processing transactions which do not adhere to the ICD. The ICD may be amended from time to time without requiring a new Agreement, but will require the mutual written consent of the Parties.

2. The Transponders to be distributed by TxDOT will be compliant with the current version Texas Interoperability Business Requirements. The AVI equipment utilized by the CTRMA will be compliant with the current version Texas Interoperability Business Requirements.

VI. CUSTOMER SERVICE STANDARDS

1. The CSC will employ a high level of customer service when handling all customers. TxDOT will establish standards and meet such standards. Meetings will be held quarterly to review reports on operational performance and customer issues. Reports will be provided in advance to the CTRMA to reflect the customer service performance levels. Specified performance categories to be addressed in such reports include, but are not limited to, the following: (i) CSC call center statistics; (ii) website responses and trends; (iii) customer account and transaction management; (iv) tag distribution tracking; (v.) processing of payments and refunds; (vi) customer satisfaction and dispute resolution; (vii) processing and management of violations; (viii) collection agency interactions and statistics; (ix) law enforcement and court interactions and statistics; (x) interoperability statistics; (xi) CSC administration and operation (documentation, staffing, employee turnover and training, vendor management, disaster recovery, safety procedures, etc.); and (xii) revenue management and reconciliation practices.

2. Routine maintenance of the CSC system will be performed at times that cause minimal impact to customer service. During normal hours of operation and when possible, TxDOT will provide reasonable customer service options to ensure appropriate handling of customer issues. When possible, CTRMA will be provided prior notification of any service disruptions caused by maintenance activities.

3. CTRMA may, at its own expense, conduct surveys of customers who use CTRMA System facilities concerning their customer service experiences. Such surveys will be shared and coordinated with TxDOT prior to conducting such surveys. Upon conclusion of the surveys, results will be provided to TxDOT.

VII. CUSTOMER INFORMATION

1. TxDOT will provide customer account data including contact information for TxTag customers who use CTRMA roadways. CTRMA may use this information to conduct communication and marketing activities.
2. The Parties will share customer account information only for the purpose of collecting tolls, the enforcement of toll violations, or as otherwise permitted by this Agreement or required by law.
3. As stated in the TxTag License and Use Agreement, account information will not be disclosed to third parties without the TxTag Transponder user's consent except permitted by law and the policies of TxDOT. Customer account information provided to CTRMA or TxDOT will be disclosed to third parties only if the intended use of the information is specifically related to work to be performed in accordance with the terms of this agreement or other related work mutually agreed to by both TxDOT and CTRMA in conjunction with the administration of the TxTag program.
4. TxDOT and CTRMA will implement a mutually agreed upon customer dispute resolution process. All data associated with each unresolved dispute will be sent to CTRMA.

VIII. SYSTEM CONFORMANCE TESTING

1. The integration of the CTRMA's ETC system and the TxDOT's CSC will be jointly tested prior to opening the 183-A Turnpike Project to revenue service. Scripts will be developed and mutually agreed upon to test: (i) the transfer and accuracy of the files as specified in the ICD; (ii) various ETC and non-payment transactions created in the lanes to verify the transmission of data to the CSC; (iii) reports generated at the host and CSC to verify the ETC and non-payment transactions reconciliation; and (iv) reports produced on both systems to reconcile the payment and wire transfer amounts.
2. TxDOT and CTRMA will develop mutually agreed upon performance standards for CTRMA's systems. Standards include, the ability to create a transaction record for each toll transaction containing all pertinent data to process the transaction, the transponder read success rate, the correct determination of vehicle class, the systems ability to detect a violating vehicle, the systems ability to capture a readable plate image and to obtain a correct result by Optical Character Recognition. Percentages for accuracy and quality will be defined at a later date by the Parties.

IX. MARKETING

1. TxDOT will engage in a marketing program to promote the use of toll roads and TxTag Transponders and to inform the public regarding the manner in which interested users may establish TxTag accounts.
2. The CTRMA will engage in marketing efforts to promote the use of CTRMA System facilities, and may direct potential users to the TxDOT CSC for TxTag account establishment.

3. The Parties will coordinate their marketing efforts to ensure that consistent information is being communicated to the public. Each Party will discuss at the quarterly meetings referenced in VI. (1.) above its marketing activities to the Public Information Officer, Marketing Director, or other designated individual of the other Party.

4. CTRMA and TxDOT will make readily available to each other statistical data which may be useful in the planning, financing, construction, operation, and marketing of toll facilities. Such information would include, but not be limited to, TxTag penetration rates, TxTag demographic data and TxTag usage trends.

**X.
NOTICES**

All notices required under this Agreement, including account information for purposes of wiring funds, will be in writing and sent to:

TxDOT: Mr. Phil Russell, P.E.
TxDOT Division Director
TxDOT Texas Turnpike Authority Division
125 East 11th Street
Austin, TX 78701

CTRMA: Mike Heiligenstein
Executive Director
Central Texas Regional Mobility Authority
301 Congress Avenue, Suite 650
Austin, Texas 78701

All such notices will be deemed delivered upon the earliest of (i) actual physically receipted delivery, (ii) the next business day in the case of delivery by overnight mail or delivery, (iii) two (2) business days after deposit in the US Postal System if sent by first class mail; or (iv) upon acknowledged receipt by the recipient if sent by electronic mail.

ATTACHMENT B

Budget

TxDOT intends to provide Customer Service Center support to CTRMA including: account management, credit card processing, customer service, Transponder distribution, systems support and violation processing services. To the extent that CTRMA requests that TxDOT modify or supplement their policies, CTRMA agrees to reimburse TxDOT for reasonable costs of implementing any modifications or supplemental business practices.

ATTACHMENT C**General Terms and Conditions****Article 1. Amendments**

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

Article 2. Conflicts Between Agreements

This Agreement is without regard to any and all prior written contracts or agreements between the Parties regarding any other subject matter and does not modify, amend, ratify, confirm or renew any such other prior contract or agreement between the Parties.

Article 3. Disputes

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

Article 4. Ownership of Equipment

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

Article 5. Termination

This Agreement shall automatically renew annually unless otherwise terminated by either Party from the Effective Date hereof, provided that it may be terminated by either Party, with or without cause, upon 180 days prior written notice.

Article 6. Gratuities

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

Article 7. Responsibilities of the Parties

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

Article 8. Compliance with Laws

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

Article 9. State Auditor's Provision

The state auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee,

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

Article 10. Signatory Warranty

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

Article 11. Notification

CTRMA shall be notified of any changes anticipated to the CSC and/or AVI system and the TxDOT shall not take any unilateral decision that is related to the AVI system. CTRMA shall be notified in advance of all changes to the system that directly affect CTRMA. Appropriate time to evaluate the effect of the changes to the CTRMA system shall be provided, but never less than at least fifteen (15) business days after delivery of notice shall be provided. Upon the completion of this evaluation CTRMA and TxDOT shall meet to resolve any outstanding issues at the quarterly meetings referenced in VI. (1.) above, or earlier if requested by either Party.

CTRMA shall notify TxDOT of any changes anticipated to the AVI system and the CTRMA shall not take any unilateral decision that is related to the AVI system. CTRMA shall notify TxDOT in advance of all changes to the system that directly affect the CSC. Appropriate time to evaluate the effect of the changes to the CSC system shall be provided, but never less than at least fifteen (15) business days after delivery of notice shall be provided. Upon the completion of this evaluation CTRMA and TxDOT shall meet to resolve any outstanding issues at the quarterly meetings referenced in VI. (1.) above, or earlier if requested by either Party.

Article 12. Other Services

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

Article 13. Severability

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

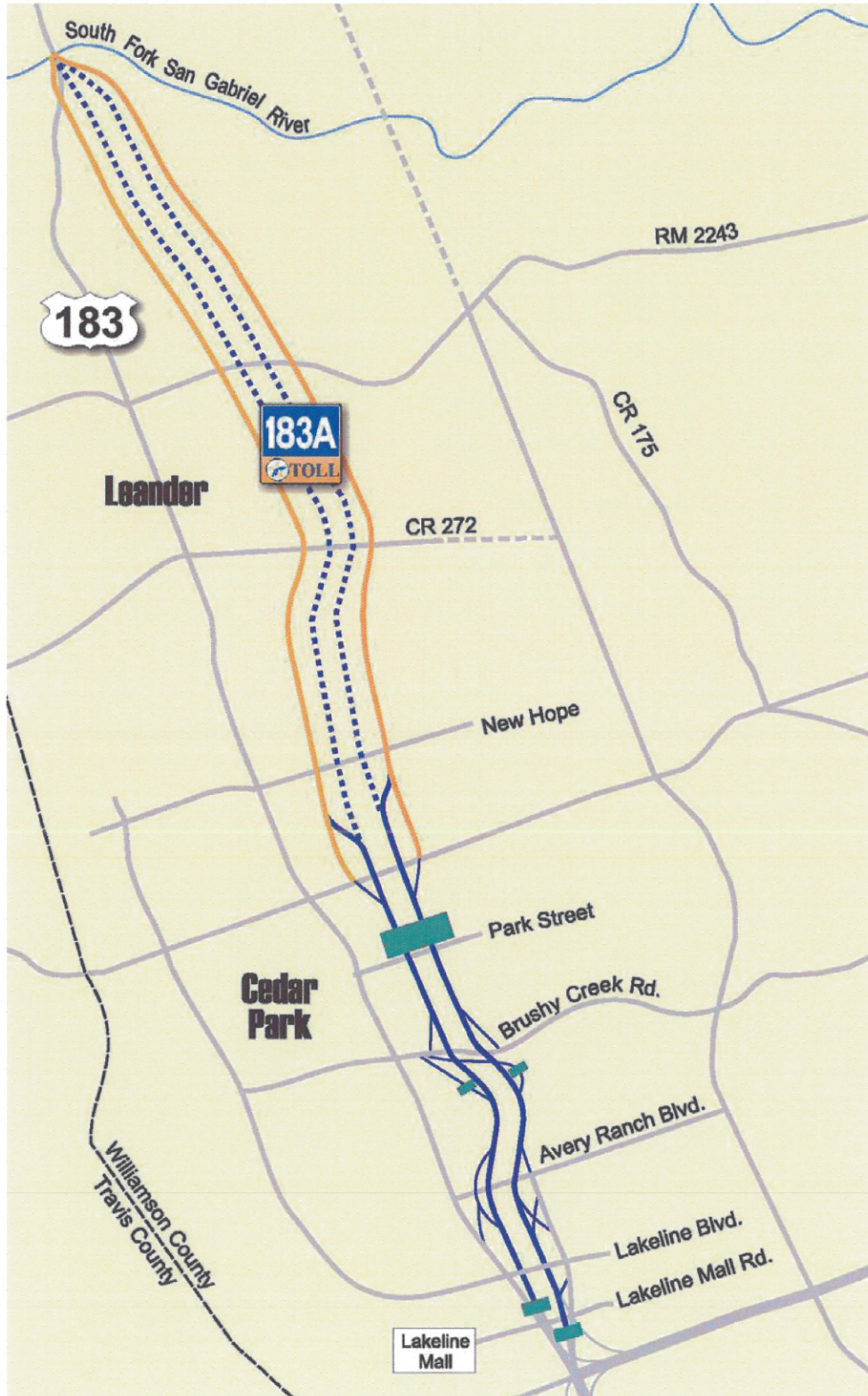
Article 14. Execution in Counterparts.

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

ATTACHMENT D
Resolution or Ordinance

ATTACHMENT E

Location Maps Showing Project



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

RESOLUTION NO. 06-48

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

WHEREAS, Chapter 370 of the Texas Transportation Code authorizes regional mobility authorities to develop projects through the use of comprehensive development agreements ("CDAs"); and

WHEREAS, the CTRMA identified the 183-A Turnpike Project (the "Project") as its initial project in a petition filed under the RMA Rules; and

WHEREAS, in Minute Order No. 109877, approved on November 18, 2004, the Texas Transportation Commission granted its approval of the Project and the development thereof by the CTRMA subject to the conditions therein specified; and

WHEREAS, in Resolution No. 04-43, dated September 8, 2004, the Board of Directors approved of the selection of Hill Country Constructors as the Developer of the Project and subsequently entered into a Comprehensive Development Agreement for the development and construction of the Project; and

WHEREAS, in Resolution No. 05-06, dated January 26, 2005, the Board of Directors approved entering into a Project Development Agreement ("PDA") with the Texas Department of Transportation ("TxDOT") regarding the various project development issues related to construction, completion and operation of the Project; and

WHEREAS, Hill Country Constructors has undertaken construction of the Project with planned completion in early 2007; and

WHEREAS, the PDA provides that the CTRMA will maintain and operate the Project, including maintenance and operation of the toll plazas and field operations building ("Operations Services"); and

WHEREAS, TxDOT has contracted with the Washington Group International to provide Operations Services for various TxDOT projects (the "TxDOT Operations Contract"), many of such Operations Services being the same as those required by the CTRMA in the maintenance and operation of the Project;

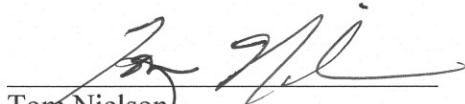
WHEREAS, the CTRMA staff recommends that the CTRMA enter into the attached Interlocal Agreement attached hereto as Attachment "A" with TxDOT for purposes of participating in the TxDOT Operations Contract in order to obtain the Operations Services from the Washington Group International.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves entering into the Interlocal Agreement with TxDOT attached hereto as Attachment "A" for the purposes set forth therein; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized to execute such Interlocal Agreement in its final form on behalf of the CTRMA.

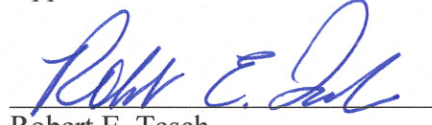
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of August, 2006.

Submitted and reviewed by:



Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 06-48
Date Passed 08/30/06

Attachment "A"

**Interlocal Agreement with TxDOT for
Participation in Washington Group International Contract
For Operations Services**

Interlocal Agreement

Office of General Counsel – Contract Services Section Transmittal Form

| | |
|--|--|
| From: Texas Turnpike Authority Division (District/Division/Office) | Contact Person: Sandi Carmona Phone No.: 463-6146 |
| Subject: | |
| Other Entity: Central Texas Regional Mobility Authority | Contract Maximum Amount Payable \$ |
| Are any federal funds used in this contract? No | |
| Is the other party to this contract a county? Yes _____ No <u>X</u> _____ Does this contract involve the construction, improvement, or repair of a building or road? Yes _____ No _____ If the answer to both questions is yes, a resolution from the commissioners court must be included as Attachment D. | |
| Was the standard interlocal or amendment format modified? Yes _____ No <u>X</u> _____ If modified, date of OGC-CSS approval: _____ Modifications made are as follows: | |

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT

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

I. CONTRACTING PARTIES:

The Texas Department of Transportation
Central Texas Regional Mobility Authority

TxDOT
Local Government (CTRMA)

II. PURPOSE: TOLL PLAZA OPERATIONS.

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

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

V. TERM OF CONTRACT: This contract begins when fully executed by both parties or October 1, 2006, whichever is later, and terminates on **December 31, 2010** or when otherwise terminated as provided in this Agreement.

VI. LEGAL AUTHORITY:

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

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

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

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By _____ Date _____

AUTHORIZED SIGNATURE

TYPED OR PRINTED NAME AND TITLE

Title _____

FOR THE STATE OF TEXAS

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

By _____ Date _____

Janice Mullenix
Director, Contract Services Section
Office of General Counsel

ATTACHMENT A**Scope of Services**

1. TOLL PLAZA OPERATIONS: TxDOT shall be required to support a 24-hour a day, 7 days a week operation. TxDOT shall comply with requirements for bilingual staffing (English and Spanish) and handicapped accessibility, as designated by CTRMA. Operations shall include the mainline and ramp plazas as indicated on the attached map. The primary services to be provided by TxDOT, directly or through the use of subcontractors, under the terms of TxDOT's procurements, and will include the following:
 - 1.1. LANE OPERATIONS: Shall include both the mainline and ramp plazas
 - 1.1.1. Staff and operate attended toll booths
 - 1.1.2. Collect and secure toll revenues
 - 1.1.3. Operate ACM lanes
 - 1.1.4. Operate ETC lanes
 - 1.2. PLAZA ADMINISTRATION
 - 1.2.1. Plan, provide, and manage project and operational staffing
 - 1.2.2. Secure, deposit, track, and manage revenues
 - 1.2.3. Secure and manage data and documents
 - 1.2.4. Develop and implement business rules, policies, and procedures
 - 1.2.5. Develop and coordinate interactions with depository banks and courier services.
 - 1.2.6. Comply with all applicable state and federal regulations
 - 1.2.7. Develop, deploy, maintain and operate traffic management services including but not limited to courtesy patrol
 - 1.2.8. Coordinate interactions with external entities, including, but not limited to, law enforcement agencies, towing services, and local traffic and emergency management centers
 - 1.2.9. At a minimum, report on staffing, work activities, incidents, complaints, traffic, revenue, and systems
 - 1.2.10. Procure and manage materials and supplies for the operation of the toll plaza
 - 1.2.11. Maintain and deploy disaster recovery plan
 - 1.3. FACILITY ADMINISTRATION
 - 1.3.1. Procure, install, and maintain facility furnishings and specialized equipment not provided by CTRMA and provide recommendations for new equipment and possible procurement.
 - 1.3.2. Clean and maintain toll plazas and parking lots
 - 1.3.3. Establish and manage janitorial and pest control services
 - 1.3.4. Establish and manage landscape maintenance services
 - 1.3.5. Develop and coordinate interaction with mechanical and electrical equipment maintenance services
 - 1.3.6. Administer security and access control
 - 1.3.7. Supply and maintain vehicles and insurance. All project assigned vehicles shall be white and unmarked.
 - 1.4. SUPPORT FUNCTIONS: In support of primary functions, TxDOT shall be responsible for providing and managing the following products and services, directly or through a subcontractor.

1.4.1. Human Resources

- 1.4.1.1. Job categories, job descriptions, compensation structure, and salaries
- 1.4.1.2. Staffing, hiring, and management program
- 1.4.1.3. Training program
- 1.4.1.4. Employee performance incentive program
- 1.4.1.5. Human resources records and files
- 1.4.1.6. Uniforms, safety gear, and supplies

Note: Background checks and drug screening shall be required

1.4.2. Accounting and Reconciliation

- 1.4.2.1. Project and operational budgets
- 1.4.2.2. Tour funds
- 1.4.2.3. Toll collections
- 1.4.2.4. Bank accounts and deposits

1.4.3. Project Liaison

Emergency Issues

Except on an emergency basis, CTRMA must inform TxDOT of any issues that they are having with the operation of CTRMA's toll facilities and TxDOT's subcontractor. Those items that are considered "emergency" must be followed up with informing TxDOT of the emergency as soon as possible.

Standard Operating Procedures

Services will be performed in accordance with standard operating procedures (SOPs) as established by TxDOT. Modification to the SOPs for application to CTRMA will be by mutual agreement between TxDOT and CTRMA.

Facility

CTRMA will provide suitable office space for the Project Liaison and other positions necessary to carry out the terms of the ILA and as agreed upon between TxDOT and CTRMA.

ATTACHMENT B

Budget

ILA Pricing - Central Texas Regional Mobility Authority
Toll Plaza Operations / Facility Administration

| Object Code | Year 1 Oct 2006 - Dec 2006 | Year 2 Jan 2007 - Dec 2007 | Year 3 Jan 2008 - Dec 2008 | Year 4 Jan 2009 - Dec 2009 | Year 5 Jan 2010 - Dec 2010 | Totals |
|------------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|-----------------------|
| 1). Operations and Administration | \$49,831.27 | \$1,818,482.77 | \$2,094,644.24 | \$2,304,108.66 | \$2,382,448.35 | \$8,649,515.29 |
| 2). Facility Maintenance | \$12,282.74 | \$136,392.21 | \$176,017.53 | \$193,619.28 | \$200,202.34 | \$718,514.10 |
| 3). Traffic Management | | \$50,408.29 | \$63,016.81 | \$69,318.49 | \$71,675.32 | \$254,418.91 |
| Performance Payment Plan | | \$30,950.00 | \$35,106.00 | \$38,616.60 | \$39,929.56 | \$144,602.16 |
| Totals | \$62,114.01 | \$2,036,233.27 | \$2,368,784.58 | \$2,605,663.03 | \$2,694,255.57 | \$9,767,050.46 |

Note: Years 4 and 5 are estimated budgets subject to change. Year 4 was escalated at 10% (Year 3 X 1.10) and year 5 was escalated at 3.34% (Year 4 X 1.034) at the Object Code summary level. This was for budget purposes as there is no pricing detail prepared for these years.

CTRMA Pricing Detail / Unit of Measure

| <u>Description</u> | <u>Fixed Price/Variable/Cost Plus</u> <u>(invoice method)</u> | <u>Unit(s)</u> | <u>Year 1- 2006</u> | <u>Unit Price</u> <u>Year 2- 2007</u> | <u>Year 3-2008</u> |
|--|--|------------------------|---------------------|--|--------------------|
| <u>Labor:</u> Allocated Management and Admin, Auditor, Plaza Mgr, Plaza Sup. | Fixed | Monthly | \$8,574.38 | \$45,902.25 | \$50,701.42 |
| <u>Direct Cost:</u> Mileage / vehicle cost, supplies, uniforms, telephone, armored car, janitorial, facilities maint. | Fixed | Monthly | \$5,313.63 | \$23,220.06 | \$26,452.71 |
| <u>Variable Labor:</u> Toll Svc. Attndnt - FT Toll Svc. Attndnt - PT | Variable (Hours worked) | Manhours | n/a | \$17.96 | \$18.56 |
| | Variable (Hours worked) | Manhours | n/a | \$15.72 | \$16.25 |
| <u>Variable Direct</u> <u>Cost:</u> Plumbing, electrical, mechanical repair | Fee - 9% Insurance - .65% Cost + Fixed Fee | Service units (\$1) | n/a | n/a | \$20,000.00 |

ATTACHMENT C

General Terms and Conditions

Article 1. Amendments

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

Article 2. Conflicts Between Agreements

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

Article 3. Disputes

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

Article 4. Ownership of Equipment

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

Article 5. Termination

This contract terminates at the end of the contract term, when all services and obligations contained in this contract have been satisfactorily completed, by mutual written agreement, or 180 days after either party gives written notice to the other party, whichever occurs first.

Article 6. Gratuities

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

Article 7. Responsibilities of the Parties

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

Article 8. Compliance with Laws

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

Article 9. State Auditor's Provision

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

Article 10. Signatory Warranty

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

Article 11. Payments

Consolidated invoices shall be submitted on a monthly basis. Invoice amounts for variable labor elements (invoiced at hourly unit rates) shall be invoiced on an hours worked basis with fixed labor elements invoiced at the monthly unit rate. Such elements shall be invoiced at the rates (shown on Attachment B) on a monthly basis following the month in which the costs were incurred. Appropriate and reasonable documentation will be provided upon request.

Any toll shortages due under this contract as per the CTRMA SOPs shall be reflected as a credit to CTRMA on the monthly invoice.

For the purpose of the estimated budget, labor prices have been escalated at 3.35% annually based on the Employment Cost Index, ten year average – 2nd quarter {www.bls.gov – BLS Information Office – Southwest (Dallas, TX) – Employment Cost Index, South Region “Most Requested Statistics” – ECI Total Compensation, South Private Industry}. On an annual basis, the labor escalation factor will be adjusted proportionately for the amount in excess of 4%. Any adjustment to such prices shall be subject to mutual written agreement.

DRAFT

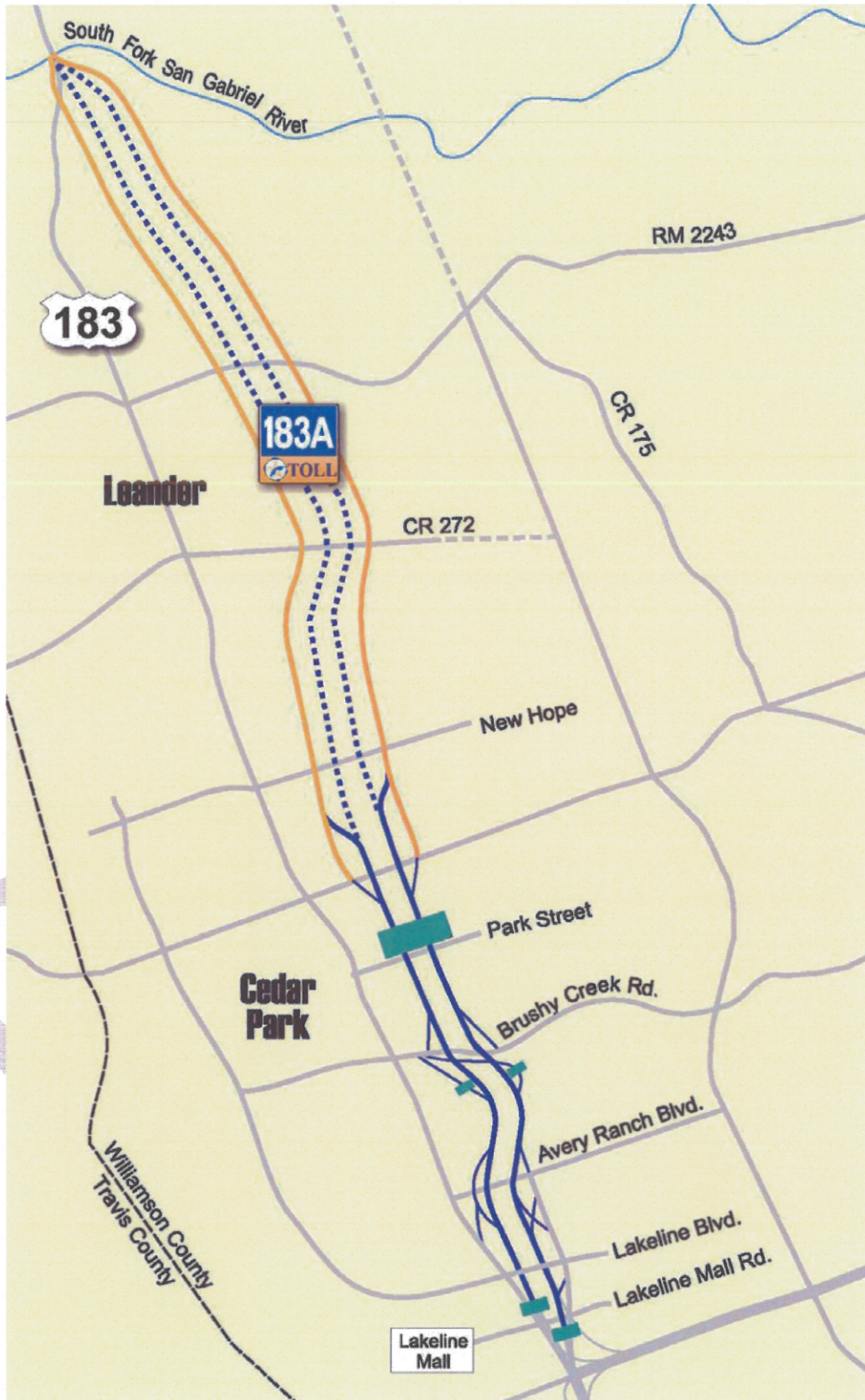
ATTACHMENT D

Resolution or Ordinance

DRAFT

ATTACHMENT E

Location Maps Showing Project



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

RESOLUTION NO. 06-49

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

WHEREAS, the Board of Directors of the CTRMA has been constituted in accordance with the Transportation Code and the RMA Rules; and

WHEREAS, the CTRMA and the Austin District of TxDOT developed a “CTRMA/TxDOT Regional Implementation Program” (the “Program”) that provides for the funding and development of various transportation system improvements within the jurisdictional limits of the CTRMA; and

WHEREAS, on July 12, 2004, the Capital Area Metropolitan Planning Organization (“CAMPO”) Transportation Policy Board voted to approve amendments to CAMPO’s 2025 Transportation Plan (“2025 Plan”) and its FY 2004-FY2008 Transportation Improvement Program (“2004-2008 TIP”), thus authorizing the development of projects in the Program as toll roads subject, in certain instances, to conditions imposed by the resolutions; and

WHEREAS, the Program (as subsequently amended) includes two projects that were previously included in the 2025 Plan and 2004-2008 TIP and five projects that were added to the 2025 Plan and the 2004-2008 TIP; and

WHEREAS, on June 25, 2004, the Federal Highway Administration (“FHWA”) and the Texas Department of Transportation (“TxDOT”) Environmental Affairs Division requested an environmental justice analysis of the impacts of the system-wide toll network, including the Program, and such analysis was completed in May 2006 (the “2006 Environmental Justice Analysis”); and

WHEREAS, it was determined that several of the topics analyzed in the 2006 Environmental Justice Analysis presented inconclusive or not fully validated results due to the need for additional data collection; and

WHEREAS, in order to identify and develop data sources and methods to better evaluate environmental justice issues and the effects of toll roads on all populations in future planning and NEPA analyses, it has been determined that an interagency work group should be established; and

WHEREAS, TxDOT and CAMPO have proposed entering into a Memorandum of Agreement (the “MOA”) with CTRMA (a draft copy of which is attached hereto as Attachment “A”), as

well as possibly with other appropriate agencies, to establish such a work group and move forward with addressing the data sources and methods described in such MOA; and

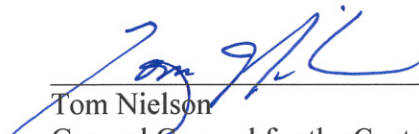
WHEREAS, the CTRMA staff, CAMPO staff and TxDOT have been developing a draft of the attached MOA, and the CTRMA Executive Director and staff seek authorization to pursue finalization and consummation of the MOA.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors finds that the establishment of the interagency work group for the purposes described above and in the MOA is consistent with the goals and mission of the CTRMA; and

BE IT FURTHER RESOLVED, that the Board of Directors authorizes the Executive Director and staff to negotiate the final MOA in form and substance substantially similar to the draft MOA attached hereto as Attachment "A," and further authorizes the Executive Director to execute the final MOA consistent with the provisions of this Resolution.

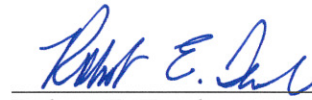
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of August, 2006.

Submitted and reviewed by:



Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 06-49
Date Passed 08/30/06

ATTACHMENT "A"
To
Resolution No. 06-49
Draft Memorandum of Agreement
By and Among the CTRMA, CAMPO and TxDOT
Regarding Environmental Justice Issues in
Transportation Infrastructure Projects

ENVIRONMENTAL JUSTICE WORK GROUP

On June 25, 2004, the Federal Highway Administration (“FHWA”) and the Texas Department of Transportation (“TxDOT”) Environmental Affairs Division requested an environmental justice analysis of the impacts of the system-wide toll network on the MPO’s environmental justice population.

Title VI of the Civil Rights Act of 1964 states that:

“[n]o person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefit of, or be subject to discrimination under any program or activity receiving Federal financial assistance.”

Further, Executive Order 12898 went beyond the Title VI requirements by requiring that federal agencies determine whether their actions would result in “disproportionately high and adverse effects on low-income and/or minority populations.”

Most, if not all, of the tolled facilities to be included in the system-wide network will include FHWA and/or TxDOT approvals and funding. Therefore, in order to determine compliance with Title VI and Executive Order 12898, the analysis described above was undertaken and such analysis was completed in May 2006.

It was determined several of the topics analyzed in the 2006 Environmental Justice Analysis presented inconclusive or not fully validated results due to the need of additional data collection. In order to identify and develop data sources and methods to better evaluate the effects of toll roads on environmental justice populations in future planning and NEPA analyses, it was determined that an interagency work group should be established.

TxDOT and CAMPO have proposed entering into a Memorandum of Agreement (the “MOA”) with CTRMA, as well as possibly with other appropriate agencies, to establish such a work group and move forward with addressing the data sources and methods described in such MOA. CTRMA involvement would include voluntary presentation of any data or studies we may determine to be useful in fulfilling the goals of the work group. Since the results of the work group will become part of the local NEPA process for toll facilities, it is beneficial for the CTRMA to be involved with this effort and contribute as it deems necessary.

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

RESOLUTION NO. 06-50

WHEREAS, the Central Texas Regional Mobility Authority ("CTRMA") 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 CTRMA expenditures for goods and services, including those related to project development, as well as close scrutiny of CTRMA's financial condition and records is the responsibility of the Board of Directors and its designees through procedures the Board may implement from time to time; and

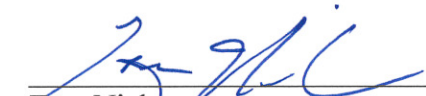
WHEREAS, the Board of Directors has adopted policies and procedures intended to provide strong fiscal oversight and which authorize the Executive Director, working with the CTRMA's Chief Financial Officer, to review invoices, approve disbursements and prepare and maintain accurate financial records and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

WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements necessary for the month of July 2006 and has caused a Financial Report for July 2006 to be prepared which is attached hereto as Attachment "A;"

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the Financial Report for July 2006 attached hereto as Attachment "A."


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of August, 2006.

Submitted and reviewed by:



Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 06-50
Date Passed 08/30/06

Attachment "A"
Resolution 06-50
Financial Report for July 2006

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

| Revenue | Budget FY 2007 | Actual Year To Date 7/31/2006 | Percent Of Budget | Actual Year To Date 7/31/2005 |
|-------------------------|---------------------------|--|------------------------------|--|
| Toll Revenue-Cash-183A | 510,000.00 | 0.00 | | 0.00 |
| Toll Revenue-TxTag-183A | 510,000.00 | 0.00 | | 0.00 |
| Interest Income | 503,050.00 | 38,989.01 | 7.75% | 33,829.40 |
| Reimbursed Expenditures | 51,000.00 | 4,211.13 | 8.26% | 0.00 |
| Total Revenue | 1,574,050.00 | 43,200.14 | 2.74% | 33,829.40 |

| Expenditures | Budget FY 2007 | Actual Year To Date 7/31/2006 | Percent Of Budget | Actual Year To Date 7/31/2005 |
|-----------------------------------|---------------------------|--|------------------------------|--|
| Regular | 1,210,148.00 | 38,046.15 | 3.14% | 43,217.27 |
| Part Time | 17,000.00 | 0.00 | | 0.00 |
| Overtime | 10,000.00 | 0.00 | | 0.00 |
| Contractual Employees | 130,000.00 | 13,900.00 | 10.69% | 10,600.00 |
| TCDRS | 155,866.00 | 5,052.36 | 3.24% | 6,028.83 |
| FICA | 64,527.00 | 2,090.42 | 3.24% | 2,616.50 |
| FICA MED | 17,939.00 | 540.04 | 3.01% | 611.93 |
| Health Insurance | 117,223.00 | 7,500.25 | 6.40% | 1,350.00 |
| Life Insurance | 1,682.00 | 100.25 | 5.96% | 0.00 |
| Auto Allowance | 9,000.00 | 350.00 | 3.89% | 650.00 |
| Other Benefits | 88,471.00 | 1,837.63 | 2.08% | 0.00 |
| Unemployment Taxes | 4,590.00 | 84.06 | 1.83% | 0.00 |
| Workers Compensation | 5,324.00 | 0.00 | | 0.00 |
| Total Salaries & Wages | 1,831,770.00 | 69,501.16 | 3.79% | 65,074.53 |

| | Budget FY 2007 | Actual Year To Date 7/31/2006 | Percent Of Budget | Actual Year To Date 7/31/2005 |
|---|---------------------|-------------------------------------|----------------------|-------------------------------------|
| Contractual Services | | | | |
| Professional Services | | | | |
| Accounting | 12,000.00 | 17.18 | 0.14% | 2,115.00 |
| Auditing | 35,000.00 | 0.00 | | 0.00 |
| Financial Advisors | 4,000.00 | 0.00 | | 0.00 |
| General Engineering Consultant | 450,000.00 | 0.00 | | 0.00 |
| General System Consultant | 100,000.00 | 0.00 | | 0.00 |
| Geotechnical | 1,200,000.00 | 0.00 | | 0.00 |
| Human Resources | 22,000.00 | 0.00 | | 0.00 |
| Legal | 300,000.00 | 0.00 | | 450.00 |
| Photography | 15,000.00 | 0.00 | | 0.00 |
| Traffic & Revenue Consultants | 40,000.00 | 0.00 | | 0.00 |
| Transcripts | 2,000.00 | 0.00 | | 855.90 |
| Total Professional Services | 2,180,000.00 | 17.18 | 0.00% | 3,420.90 |
| Other Contractual Services | | | | |
| IT Services | 25,000.00 | 1,096.50 | 4.39% | 0.00 |
| Graphic Design Services | 50,000.00 | 0.00 | | 18,804.02 |
| Website Maintenance | 20,000.00 | 0.00 | | 0.00 |
| Research Services | 45,000.00 | 0.00 | | 0.00 |
| Copy Machine | 13,000.00 | 433.62 | 3.34% | 0.00 |
| Software licenses | 21,675.00 | 6,524.80 | | 0.00 |
| Advertising | 50,000.00 | 0.00 | | 0.00 |
| Direct Mail | 20,000.00 | 0.00 | | 0.00 |
| Video Production | 50,000.00 | 0.00 | | 0.00 |
| Television | 150,000.00 | 0.00 | | 0.00 |
| Radio | 50,000.00 | 0.00 | | 0.00 |
| Security Contracts | 60,000.00 | 0.00 | | 0.00 |
| Cell Phones | 10,170.00 | 225.72 | 2.22% | 402.35 |
| Local | 18,240.00 | 521.99 | 2.86% | 0.00 |
| Long Distance | 2,400.00 | 39.74 | 1.66% | 0.00 |
| Internet | 4,000.00 | 306.00 | 7.65% | 0.00 |
| Other Communication Expense | 1,000.00 | 0.00 | | 0.00 |
| Dues & Subscriptions | 7,200.00 | 600.00 | 8.33% | 0.00 |
| Memberships | 18,950.00 | 0.00 | | 0.00 |
| Continuing Education | 9,000.00 | 0.00 | | 0.00 |
| Professional Development | 11,000.00 | 0.00 | | 0.00 |
| Seminars and Conferences | 21,400.00 | 2,300.00 | 10.75% | 2,906.35 |
| Total Travel | 70,500.00 | 57.16 | 0.08% | 5,139.32 |
| Other Contractual Svcs | 9,000.00 | 0.00 | | 0.00 |
| Contractual Contingencies | 161,000.00 | 0.00 | | |
| Total Other Contractual Services | 826,860.00 | 12,105.53 | 1.46% | 27,252.04 |
| Total Contractual Expenses | 3,006,860.00 | 12,122.71 | 0.40% | 30,672.94 |

| Materials and Supplies | Budget FY 2007 | Actual Year To Date 7/31/2006 | Percent Of Budget | Actual Year To Date 7/31/2005 |
|---|----------------------|-------------------------------------|----------------------|-------------------------------------|
| Books & Publications | 3,600.00 | 0.00 | | 0.00 |
| Office Supplies | 18,750.00 | 947.30 | 5.05% | 1,250.45 |
| Computer Supplies | 17,500.00 | 0.00 | | 0.00 |
| Copy Supplies | 6,000.00 | 0.00 | | 0.00 |
| Annual Report | 20,000.00 | 0.00 | | 0.00 |
| Other Reports | 60,500.00 | 0.00 | | 0.00 |
| Office Supplies | 18,350.00 | 0.00 | | 0.00 |
| Maintenance Supplies | 500.00 | 0.00 | | 0.00 |
| Promotional Items | 12,500.00 | 0.00 | | 0.00 |
| Displays | 10,000.00 | 0.00 | | 0.00 |
| Tools & Equipment | 2,250.00 | 0.00 | | 0.00 |
| Misc Materials & Supplies | 6,000.00 | 0.00 | | 0.00 |
| Total Materials & Supplies Exp | 175,950.00 | 947.30 | 0.54% | 1,250.45 |
| Operating Expenses | | | | |
| Gasoline | 10,000.00 | 0.00 | | 0.00 |
| Mileage Reimbursement | 8,200.00 | 84.89 | 1.04% | 431.92 |
| Parking | 22,100.00 | 6.00 | 0.03% | 104.00 |
| Meeting Facilities | 3,000.00 | 0.00 | | 0.00 |
| Meeting Expense | 4,900.00 | 242.51 | 4.95% | 0.00 |
| Public Notices | 3,500.00 | 0.00 | | 0.00 |
| Postage | 11,500.00 | 0.00 | | 0.00 |
| Overnight Services | 2,200.00 | 0.00 | | 0.00 |
| Delivery Services | 3,200.00 | 0.00 | | 0.00 |
| Insurance | 26,200.00 | 2,096.88 | 8.00% | 659.25 |
| Reimbursements | 1,150.00 | 0.00 | | 17.07 |
| Repair and Maintenance | 3,600.00 | 0.00 | | 0.00 |
| Rent | 162,290.00 | 13,460.10 | | 0.00 |
| Water | 17,000.00 | 0.00 | | 0.00 |
| Electricity | 7,400.00 | 0.00 | | 0.00 |
| Natural Gas | 500.00 | 0.00 | | 0.00 |
| Amortization Expense | 30,000.00 | 2,956.58 | 9.86% | 198.77 |
| Dep Exp- Furniture & Fixtures | 12,000.00 | 795.65 | 6.63% | 0.00 |
| Dep Expense - Equipment | 12,000.00 | 782.06 | 6.52% | 0.00 |
| Dep Expense-Communic Equip | 6,000.00 | 489.18 | 8.15% | 0.00 |
| Depreciation Expense-Computers | 48,000.00 | 3,669.29 | 7.64% | -27,017.98 |
| Recruitment | 4,000.00 | 0.00 | | 0.00 |
| Community Initiative Grants | 200,000.00 | 0.00 | | 0.00 |
| Total Operating Expense | 598,740.00 | 24,583.14 | 4.11% | -25,606.97 |
| Financing Expenses | | | | |
| Arbitrage Rebate | 1,000.00 | 0.00 | | 0.00 |
| Loan Fees | 10,500.00 | 0.00 | | 0.00 |
| Bond Issuance Cost | 25,000.00 | 0.00 | | 0.00 |
| Trustee Fees | 3,800.00 | 316.67 | 8.33% | 316.66 |
| Bank Fees | 1,000.00 | 0.00 | | 0.00 |
| Credit Card Fees | 1,000.00 | 0.00 | | 0.00 |
| Contingency | 20,000.00 | 0.00 | | 0.00 |
| Total Financing Expense | 62,300.00 | 316.67 | 0.51% | 316.66 |
| Total Expenses | 5,675,620.00 | 107,470.98 | 1.89% | 71,707.61 |
| Net Income | -4,101,570.00 | -64,270.84 | | -37,878.21 |

Central Texas Regional Mobility Authority
Balance Sheet

As of

July 31, 2006

July 31, 2005

Assets

Current Assets

| | | | | |
|-------------------------------|---------------|----------------------|---------------|----------------------|
| Cash in Operating Fund | | 5,790.80 | | 28,250.10 |
| Cash In TexSTAR | 6,960,545.15 | | 12,306,258.62 | |
| Cash in Chase Money Mkt Funds | 2,990,959.94 | | 34,421.59 | |
| Money Market Payroll Account | 2,155.24 | | 0.00 | |
| Restricted Cash-TexStar | 21,173,933.00 | | 30,965,215.00 | |
| Total Cash Equivalents | | 31,127,593.33 | | 43,305,895.21 |
| Accounts Receivable | 111.30 | | 0.00 | |
| Due From TxDOT | 0.00 | | 129,799.80 | |
| Interest Receivable | 137,332.20 | | 27,983.84 | |
| Agencies | | 18,288,325.60 | | 9,005,089.03 |
| Prepaid Insurance | 8,387.38 | | 3,296.27 | |
| Prepaid Expenses | 2,533.32 | | 2,216.70 | |
| Total Prepaid Expenses | | 10,920.70 | | 5,512.97 |
| Total Current Assets | | 49,570,073.93 | | 52,502,530.95 |

Construction Work In Process

| | | | | |
|--------------------------------|-----------------|-----------------------|----------------|----------------------|
| Utility Relocation Expense | | | 7,068.41 | |
| Consulting-Admin Services | 31,582.56 | | 216,270.07 | |
| Consulting-Reimbursed Expenses | 658,922.14 | | 184.14 | |
| Environmental Fees | 121.82 | | 398,750.00 | |
| Funding Costs | 398,750.00 | | 30,000.00 | |
| Legal Fees-Construction | 30,000.00 | | 1,351,447.84 | |
| Traffic & Revenue Analysis | 1,825,481.80 | | 928,018.47 | |
| Unsuccessful Proposers | 1,933,383.81 | | 356,625.82 | |
| Engineering | 356,625.82 | | 0.00 | |
| Right of Way | 1,767,193.20 | | 0.00 | |
| Total Preliminary Costs | | 7,118,187.76 | | 3,288,364.75 |
| Public Involvement | 173,044.89 | | 0.00 | |
| CDA Oversight | 4,204,927.75 | | 0.00 | |
| Engineering | 14,082,913.49 | | 12,114,648.10 | |
| Total Construction Engineering | | 18,460,886.13 | | 12,114,648.10 |
| Design | 24,702,423.47 | | 0.00 | |
| Construction-CDA | 86,116,200.15 | | 30,989,254.24 | |
| Other Construction Costs | 75,465.53 | | 0.00 | |
| Total Construction | | 110,894,089.15 | | 30,989,254.24 |
| Toll Collection System | | 2,583,715.12 | | 0.00 |
| Accrued Interest Income | (10,484,476.72) | | (3,729,836.40) | |
| Accrued Interest Expense | 16,971,911.51 | | 5,455,392.57 | |
| Amortization of Bond Premium | (2,251,278.08) | | (735,048.35) | |
| Amortization Bond Disc Invest | (135,054.04) | | (6,079.99) | |
| Total Accrued Interest | | 4,101,102.67 | | 984,427.83 |
| Amortization Bond Issue Costs | | 2,046,616.23 | | 669,077.87 |
| Total Construction WIP | | 145,204,597.06 | | 48,045,772.79 |

Fixed Assets

| | | | | |
|-----------------------------------|--------------------|-------------------|--------------------|------------------|
| Computers | 115,571.52 | | 91,787.11 | |
| Accum Deprec-Computers | <u>(66,273.51)</u> | 49,298.01 | <u>(23,504.76)</u> | 68,282.35 |
| Computer Software | 95,156.88 | | 4,770.56 | |
| Accumulated Amortization-Software | <u>(14,096.71)</u> | 81,060.17 | <u>(198.77)</u> | 4,571.79 |
| Furniture and Fixtures | 49,900.17 | | 0.00 | |
| Accum Deprec-Furn & Fixtures | <u>(4,982.27)</u> | 44,917.90 | <u>0.00</u> | 0.00 |
| Equipment | 28,777.93 | | 0.00 | |
| Accum Depec-Equipment | <u>(4,943.80)</u> | 23,834.13 | <u>0.00</u> | 0.00 |
| Communication Equipment | 30,256.02 | | 0.00 | |
| Accum Deprec-Comm Equip | <u>(3,424.26)</u> | 26,831.76 | <u>0.00</u> | 0.00 |
| Leasehold Improvements | | 39,465.44 | | 0.00 |
| Total Fixed Assets | | 265,407.41 | | 72,854.14 |

Other Assets

| | | | | |
|-------------------|--|----------|--|----------|
| Security Deposits | | 8,643.30 | | 8,643.30 |
|-------------------|--|----------|--|----------|

Long Term Investments

| | | | | |
|-----|--|----------------|--|----------------|
| GIC | | 106,033,255.88 | | 202,513,877.97 |
|-----|--|----------------|--|----------------|

Other Assets

| | | | | |
|--------------------------|--|---------------|--|---------------|
| 2005 Bond Issuance Costs | | 10,883,752.93 | | 12,265,062.41 |
|--------------------------|--|---------------|--|---------------|

Total Assets

| | | | | |
|--|-----------------------|--|-----------------------|--|
| | 311,965,730.51 | | 315,408,741.56 | |
|--|-----------------------|--|-----------------------|--|

Liabilities**Current Liabilities**

| | | | | |
|----------------------------------|--|---------------------|--|---------------------|
| Accounts Payable | | 275,247.93 | | 170,022.26 |
| Vouchers Payable | | 0.00 | | 6,560,937.18 |
| Interest Payable | | 958,578.54 | | 1,157,684.27 |
| Deferred Compensation Payable | | 10.00 | | 0.00 |
| TCDRS Payable | | 15,249.37 | | 0.00 |
| Due to State of Texas | | 183.45 | | 0.00 |
| Total Current Liabilities | | 1,249,269.29 | | 7,888,643.71 |

Long Term Liabilities

| | | | | |
|------------------------------------|--|-----------------------|--|-----------------------|
| Retainage Payable | | 5,657,712.95 | | 0.00 |
| BANS 2005 | | 66,000,000.00 | | 66,000,000.00 |
| Senior Lien Revenue Bonds 2005 | | 168,943,735.37 | | 167,967,610.70 |
| Sn Lien Rev Bnd Prem/Disc 2005 | | 7,606,928.47 | | 9,123,158.20 |
| Total Long Term Liabilities | | 248,208,376.79 | | 243,090,768.90 |

Total Liabilities

| | | | | |
|--|-----------------------|--|-----------------------|--|
| | 249,457,646.08 | | 250,979,412.61 | |
|--|-----------------------|--|-----------------------|--|

Net Assets Section

| | | | | |
|----------------------|--|---------------|--|---------------|
| Net Assets beginning | | 62,572,355.27 | | 64,467,207.16 |
|----------------------|--|---------------|--|---------------|

| | | | | |
|-------------------------|--|--------------------|--|--------------------|
| Current Year Operations | | <u>(64,270.84)</u> | | <u>(37,878.21)</u> |
|-------------------------|--|--------------------|--|--------------------|

Total Liabilities and Net Assets

| | | | | |
|--|-----------------------|--|-----------------------|--|
| | 311,965,730.51 | | 315,408,741.56 | |
|--|-----------------------|--|-----------------------|--|

CTRM INVESTMENT REPORT

| | Month Ending 7/31/2006 | | | | | Current Rate as of 7/31/2006 | Maturity |
|---|------------------------|--------------|-----------------------|------------------|---------------|------------------------------|---------------------|
| | Balance 6/30/2006 | Additions | Discount Amortization | Accrued Interest | Withdrawals | | |
| Amount in repo | | | | | | | |
| Construction Fund | 97,456,884.89 | | | 267,197.96 | 6,765,241.28 | 90,958,841.57 | 3.35% April 1, 2007 |
| Debt Service Fund | 15,362,896.12 | | | 41,972.13 | 330,903.25 | 15,073,965.00 | 3.35% April 1, 2007 |
| totals | 112,819,781.01 | 0.00 | 0.00 | 309,170.09 | 7,096,144.53 | 106,032,806.57 | |
| Amount in Trustee TexStar | | | | | | | |
| Additional Projects Fund | 10,643,286.81 | | | 46,345.08 | 853,854.63 | 9,835,777.26 | 5.304% |
| Renewal & Replacement Fund | 5,817.13 | | | 25.99 | | 5,843.12 | 5.304% |
| TxDOT Grant Fund | 5,928,097.92 | | | 26,487.92 | | 5,954,585.84 | 5.304% |
| Debt Service Reserve Fund | 5,353,804.91 | | | 23,921.87 | | 5,377,726.78 | 5.304% |
| | 21,931,006.77 | 0.00 | 0.00 | 96,780.86 | 853,854.63 | 21,173,933.00 | |
| Amount in TexStar Operating Fund | 7,246,752.49 | 0.00 | 0.00 | 31,592.66 | 317,800.00 | 6,960,545.15 | 5.304% |
| Chase Money Market Fund | | | | | | | |
| -Proceeds Fund | 3,436.14 | | | 13.47 | | 3,449.61 | 5.00% |
| -Operating Fund | 1,056,485.34 | | | 570.60 | | 1,057,055.94 | 5.00% |
| -Additional Projects Fund | 26,307.56 | 853,854.63 | | 115.50 | 853,854.63 | 26,423.06 | 5.00% |
| -Construction Fund | 5,342.99 | 6,765,241.28 | | 740.95 | 6,765,241.28 | 6,083.94 | 5.00% |
| -Debt Service Fund | 3,620,393.29 | 330,903.26 | | 1,277.57 | 3,719,750.00 | 232,824.12 | 5.00% |
| -Subordinate Lien DS Fund | 1,651,055.23 | | | 452.99 | 1,650,000.00 | 1,508.22 | 5.00% |
| -TxDOT Grant Fund | 122,939.18 | | | 461.70 | | 123,400.88 | 5.00% |
| -Renewal and Replacement | 76,347.23 | | | 726.60 | | 77,073.83 | 5.00% |
| -Debt Service Reserve Fund | 1,442,762.49 | | | 20,377.85 | | 1,463,140.34 | 5.00% |
| | 8,005,069.45 | 7,949,999.17 | 0.00 | 24,737.23 | 12,988,845.91 | 2,990,959.94 | |
| Money Market Fund-payroll | 257.33 | 72,000.00 | | 19.18 | 70,121.27 | 2,155.24 | 4.79% |
| Amount in Fed Agencies | | | | | | | |
| Amortized Principal | 18,252,663.79 | | 35,662.35 | | | 18,288,326.14 | |
| Accrued Interest | 18,252,663.79 | 0.00 | 35,662.35 | 39,950.28 | 0.00 | 18,288,326.14 | |
| Total in Repo's | 112,819,781.01 | 0.00 | 0.00 | 309,170.09 | 7,096,144.53 | 106,032,806.57 | |
| Total in Pools | 29,177,759.26 | 0.00 | 0.00 | 128,373.52 | 1,171,654.63 | 28,134,478.15 | |
| Total in Money Market | 8,005,326.78 | 8,021,999.17 | 0.00 | 24,756.41 | 13,058,967.18 | 2,993,115.18 | |
| Total in Fed Agencies | 18,252,663.79 | 0.00 | 35,662.35 | 0.00 | 0.00 | 18,288,326.14 | |
| Total Invested | 168,255,530.84 | 8,021,999.17 | 35,662.35 | 462,300.02 | 21,326,766.34 | 155,448,726.04 | |

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

William Chapman, CFO

Amount in Fed Agencies As of July 31, 2006

| Agency | CUSIP # | COST | Book Value | Market Value | Yield to Maturity | Purchased | Matures | FUND |
|------------------------|------------|----------------------|----------------------|----------------------|-------------------|-----------|------------|------------------------------|
| FHLMC Discount note | 313397U66 | 1,947,877.20 | 1,957,486.43 | 1,956,720.00 | 5.366% | 6/27/2006 | 12/26/2006 | Debt Service Reserve Fund |
| FHLMC Discount note | 313397U90 | 3,890,485.00 | 3,913,122.18 | 3,911,680.00 | 5.431% | 6/23/2006 | 12/29/2006 | Debt Service Reserve Fund |
| Federal Home Loan Bank | 3133XC5C3 | 493,295.00 | 494,073.36 | 493,905.00 | 5.344% | 4/21/2006 | 6/22/2007 | Renewal and Replacement Fund |
| Federal Farm Credit | 31331TGN5 | 996,995.79 | 1,011,943.28 | 1,009,610.35 | 4.220% | 10/5/2005 | 10/2/2006 | Operating Fund |
| Federal Farm Credit | 31331QWK9 | 998,577.84 | 1,012,631.89 | 1,011,150.68 | 3.900% | 9/20/2005 | 9/1/2006 | Operating Fund |
| Federal Home Loan Bank | 31287X3UK7 | 999,000.00 | 999,877.38 | 999,350.00 | 4.320% | 9/8/2005 | 9/15/2006 | TxDOT Grant Fund |
| Federal Home Loan Bank | 3133XD6H9 | 1,000,000.00 | 1,000,000.00 | 994,060.00 | 4.050% | 9/29/2005 | 12/29/2006 | TxDOT Grant Fund |
| Federal Home Loan Bank | 3133XDKQ3 | 2,000,000.00 | 2,000,000.00 | 1,990,000.00 | 4.500% | 11/9/2005 | 2/9/2007 | TxDOT Grant Fund |
| Federal Home Loan Bank | 3133XBPW9 | 990,810.00 | 995,227.00 | 991,560.00 | 4.778% | 1/27/2006 | 2/16/2007 | TxDOT Grant Fund |
| Federal Home Loan Bank | 3133XEK57 | 1,000,000.00 | 1,000,000.00 | 993,440.00 | 4.750% | 2/16/2006 | 8/16/2007 | TxDOT Grant Fund |
| Federal Home Loan Bank | 3128X4Q95 | 939,624.00 | 939,770.45 | 936,550.20 | 5.092% | 3/8/2006 | 3/30/2007 | Additional Projects Fund |
| Federal Home Loan Bank | 3133X7C51 | 1,476,113.31 | 1,482,552.86 | 1,477,500.00 | 5.019% | 4/13/2006 | 5/15/2007 | Additional Projects Fund |
| Federal Home Loan Bank | 3133X8KT8 | 1,473,398.44 | 1,481,641.31 | 1,477,500.00 | 5.139% | 4/21/2006 | 3/7/2007 | Additional Projects Fund |
| | | <u>18,206,176.58</u> | <u>18,288,326.14</u> | <u>18,243,026.23</u> | | | | |

| Agency | CUSIP # | COST | July 31 | | Maturity Value | Interest Income July 2006 | | |
|------------------------|------------|----------------------|--------------------------|----------------------|----------------------|---------------------------|------------------|------------------|
| | | | Cummulative Amortization | Book Value | | Accrued Interest | Amortization | Interest Earned |
| FHLMC Discount note | 313397U66 | 1,947,877.20 | 9,609.23 | 1,957,486.43 | 2,000,000.00 | 0.00 | 8,735.66 | 8,735.66 |
| FHLMC Discount note | 313397U90 | 3,890,485.00 | 22,637.18 | 3,913,122.18 | 4,000,000.00 | 0.00 | 18,354.47 | 18,354.47 |
| Federal Home Loan Bank | 3133XC5C3 | 493,295.00 | 778.36 | 494,073.36 | 500,000.00 | 1,667.67 | 531.05 | 2,198.72 |
| Federal Farm Credit | 31331TGN5 | 996,995.79 | 14,947.49 | 1,011,943.28 | 1,015,000.00 | 2,008.85 | 1,528.36 | 3,537.21 |
| Federal Farm Credit | 31331QWK9 | 998,577.84 | 14,054.05 | 1,012,631.89 | 1,014,000.00 | 1,901.25 | 1,368.11 | 3,269.36 |
| Federal Home Loan Bank | 31287X3UK7 | 999,000.00 | 877.38 | 999,877.38 | 1,000,000.00 | 4,166.67 | 81.74 | 4,248.41 |
| Federal Home Loan Bank | 3133XD6H9 | 1,000,000.00 | 0.00 | 1,000,000.00 | 1,000,000.00 | 3,375.00 | 0.00 | 3,375.00 |
| Federal Home Loan Bank | 3133XDKQ3 | 2,000,000.00 | 0.00 | 2,000,000.00 | 2,000,000.00 | 7,500.00 | 0.00 | 7,500.00 |
| Federal Home Loan Bank | 3133XBPW9 | 990,810.00 | 4,417.00 | 995,227.00 | 1,000,000.00 | 3,229.17 | 726.30 | 3,955.47 |
| Federal Home Loan Bank | 3133XEK57 | 1,000,000.00 | 0.00 | 1,000,000.00 | 1,000,000.00 | 3,958.33 | 0.00 | 3,958.33 |
| Federal Home Loan Bank | 3128X4Q95 | 939,624.00 | 146.45 | 939,770.45 | 940,000.00 | 3,955.83 | 30.94 | 3,986.77 |
| Federal Home Loan Bank | 3133X7C51 | 1,476,113.31 | 6,439.55 | 1,482,552.86 | 1,500,000.00 | 4,375.01 | 1,807.88 | 6,182.89 |
| Federal Home Loan Bank | 3133X8KT8 | 1,473,398.44 | 8,242.87 | 1,481,641.31 | 1,500,000.00 | 3,812.50 | 2,497.84 | 6,310.34 |
| | | <u>18,206,176.58</u> | <u>82,149.56</u> | <u>18,288,326.14</u> | <u>18,469,000.00</u> | <u>39,950.28</u> | <u>35,662.35</u> | <u>75,612.63</u> |