



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

## Regular Meeting of the Board of Directors

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9:30 a.m.  
Wednesday, August 29, 2012

Suite 360: Briefing Room  
301 Congress Avenue  
Austin, Texas 78701

## AGENDA

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### ***No action on the following:***

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1. Welcome and opening remarks by the Chairman and members of the Board of Directors.
2. Opportunity for Public Comment – See *Notes* at the end of this agenda.

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

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3. Approve the minutes for the July 25, 2012, Regular Board Meeting.
4. Approve an amended work authorization with HNTB Corporation relating to the 183A Phase II Project.
5. Approve an amended work authorization with Atkins North America, Inc., relating to the Bergstrom Expressway project.
6. Approve an interlocal agreement with the Texas Department of Transportation to provide roadway and facility maintenance services on Mobility Authority roadways.
7. Approve an amendment to the interlocal agreement with the Texas Transportation Institute relating to analysis of traffic data provided by INRIX.
8. Approve an advance funding agreement with the Texas Department of Transportation for a pilot program to study revenue-neutral variable pricing strategies on 183A to reduce downstream congestion.
9. Approve new work authorizations for existing vendors HNTB Corporation, MSX International, Inc., Stantec Consulting Services, Inc., and Telvent USA Corporation to

- conduct a pilot program to study revenue-neutral variable pricing strategies on 183A to reduce downstream congestion.
10. Approve an interlocal agreement authorized by the City of Austin relating to sound wall construction on city right of way for the MoPac Improvement Project.
  11. Approve an interlocal agreement authorized by the City of Austin to provide \$100,000 from city funds towards the cost of the MoPac Improvement Project.
  12. Declare certain personal property of the Mobility Authority as salvage or surplus property subject to disposal.
  13. Accept the financial reports for July 2012.

***Briefing and discussion with no action proposed on the following:***

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14. Executive Director's report
  - A. Ridesharing Pilot Program.
  - B. Toll exemptions for disabled veterans.
  - C. FHWA environmental document for the MoPac Improvement Project.
  - D. Action by the Texas Transportation Commission on the financial assistance agreement for the MoPac Improvement Project.

***Executive Session***

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*Under Chapter 551 of the Texas Government Code, the Board may recess into a closed meeting (an executive session) to deliberate any item on this agenda if the Chairman announces the item will be deliberated in executive session and identifies the section or sections of Chapter 551 that authorize meeting in executive session. A final action, decision, or vote on a matter deliberated in executive session will be made only after the Board reconvenes in an open meeting.*

*The Board may deliberate the following items in executive session if announced by the Chairman:*

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

§551.072 (Deliberation Regarding Real Property; Closed Meeting) and by §551.071 (Consultation With Attorney).

17. Discuss legal issues related to *First Baptist Church of Leander, et al v. Texas Department of Transportation, et al*; Cause No. D-1-GN-09-001329 in the 201<sup>st</sup> District Court of Travis County, Texas, as authorized by §551.071 (Consultation With Attorney).
18. Discuss legal issues related to claims by or against the Mobility Authority, pending or contemplated litigation and any related settlement offers; or other matters as authorized by §551.071 (Consultation With Attorney).
19. Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects, as authorized by §551.071 (Consultation With Attorney).
20. Discuss personnel matters as authorized by §551.074 (Personnel Matters).

***Reconvene in Open Session.***

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

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21. Authorize negotiation and execution of a purchase contract, a settlement agreement, or both in a pending eminent domain proceeding to acquire the following described parcel or property interest for the Manor Expressway Project:
  - A. Parcel 60 of the Manor Expressway Toll Project, a 1.090 acre tract in Travis County, on the southeast corner of 290E and Parmer Lane, owned by The Butler Family Partnership, Ltd.
  - B. Parcel 58 of the Manor Expressway Toll Project, a 1.112 acre tract in Travis County, on the southwest corner of 290E and Parmer Lane, owned by The Butler Family Partnership, Ltd.
  - C. Parcel 61 of the Manor Expressway Toll Project, a 14.084 acre tract in Travis County, on the northeast corner of 290E and Parmer Lane, owned by The Butler Family Partnership, Ltd.
22. Authorize negotiation and execution of a purchase contract to acquire approximately 10 acres on the north side of Old Manor Road near its intersection with Daffan Lane for Mobility Authority use, including as a long-term storage yard for materials and equipment.
23. Approve the release of a 0.3045 acre drainage easement abutting 183A to Pecan Grove SPVEF, L.P.
24. Adjourn Meeting.

## NOTES

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

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

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

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



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

## AGENDA ITEM #1 SUMMARY

Welcome, Opening Remarks and Board Member Comments.

Welcome, Opening Remarks and Board Member Comments

Board Action Required: NO



**CENTRAL TEXAS  
Regional Mobility Authority**

## AGENDA ITEM #2 SUMMARY

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

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

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

Board Action: NO



**CENTRAL TEXAS  
Regional Mobility Authority**

## AGENDA ITEM #3 SUMMARY

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Approve the minutes for the July 29, 2012  
Regular Board Meeting.

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

Description of Matter:

The Minutes for the July 29, 2012, Regular Board Meeting.

Attached documentation for reference:

Draft Minutes for the July 29, 2012, Special Called Board Meeting

Contact for further information:

Andrew Martin, General Counsel

**MINUTES FOR  
Regular Meeting of the Board of Directors  
of the  
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

**Wednesday, July 25, 2012  
9:30 A.M.**

The meeting was held at the Cedar Park City Council Chambers at 450 Cypress Creek Road, Cedar Park, Texas 78613. Notice of the meeting was posted July 20, 2012 at the County Courthouses of Williamson and Travis County, with the Secretary of State, on the Mobility Authority website, and on the bulletin board in the lobby of the Mobility Authority's offices at 301 Congress Avenue, Suite 650, Austin, Texas 78701.

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

Chairman Ray Wilkerson called the meeting to order at 9:34 a.m. and called the roll. Directors present when the meeting was called to order were Vice Chairman Jim Mills, Ms. Nikelle Meade, Mr. David Singleton, Mr. Bob Bennett, and Mr. Charles Heimsath. Mr. David Armbrust was not present for the meeting.

**2. Open Comment Period.**

No public comments were offered.

**3. Approve the minutes for the June 27, 2012, Regular Board Meeting.**

Chairman Ray Wilkerson presented minutes for the June 27, 2012, Regular Board Meeting for consideration by the Board. Mr. Jim Mills moved for approval, and Mr. Charles Heimsath seconded the motion. The motion carried unanimously 6-0, and the minutes were approved as drafted.

**4. Approve an increase to 75 m.p.h. of the maximum speed limit on the 183A Turnpike.**

Mr. Wes Burford presented this item. In 2011, the Legislature authorized an increase in the maximum speed limit from 70 to 75 miles per hour for certain roadways, including the 183A Turnpike. State law procedures for increasing the maximum speed limit require an engineering and traffic investigation (a "speed zone study") by a licensed transportation engineer that meets Texas Department of Transportation criteria set forth in regulations adopted by that agency.

The findings of the Mobility Authority's speed zone study support the existing maximum speed limit of 60 miles per hour for the 183A frontage roads and an



increase in the maximum speed limit to 75 miles per hour for the entirety of the 183A tolled main lanes.

Board action to adopt the recommended 75 mile per hour speed limit is required by state law and the adopted Mobility Authority Policy Code. The increase in the speed limit will become effective when new "75 MPH" speed limit signs are installed along 183A.

Mr. Bob Bennett moved for approval, and Mr. David Singleton seconded the motion. The motion carried unanimously 6-0, and the resolution was approved as drafted.

**5. Approve an advance funding agreement with the Texas Department of Transportation for the HERO Program.**

Mr. Andy Martin presented this item. On April 26, 2012, the Texas Transportation Commission approved Minute Order 113074 that authorized an Advance Funding Agreement with the Mobility Authority in a maximum amount of \$4,966,695 in federal and state funds to provide emergency roadside assistance on segments of I-35 and US 183 through the HERO Program. Board approval of this interlocal agreement for funding is required.

Ms. Nikelle Meade moved for approval, and Mr. Bob Bennett seconded the motion. The motion carried unanimously 6-0, and the resolution was approved as drafted.

**6. Approve an amendment to the contract with W.P. Engineering Consultants, Inc., to continue providing services for the HERO Program.**

Mr. Andy Martin presented this item. The proposed amendment to the contract with W.P. Engineering Consultants, Inc., the operator of the HERO Program, extends the term of the agreement to July 18, 2015, or until no funding for the HERO Program is available to the Mobility Authority through the Advance Funding Agreement with the Texas Department of Transportation, whichever date is earlier. The amendment also expands the area served by the HERO Program so patrols and emergency assistance services are provided along 12 miles of US 183 between IH-35 and Lakeline Boulevard, and on 55 miles of the IH-35 Corridor between SH 130 on the north and Yarrington Road on the south.

Mr. Jim Mills moved for approval, and Mr. Charles Heimsath seconded the motion. The motion carried unanimously 6-0, and the resolution was approved as drafted.

**7. Approve a work authorization with HNTB Corporation to provide oversight and support for the HERO Program.**

Mr. Andy Martin presented this item. The services to be performed by HNTB Corporation under this new work authorization include HERO Program support to manage the HERO Program under TxDOT Surface Transportation Program Metropolitan Mobility (STP MM) funding requirements. These services include general project oversight, oversight of Local Government Project Procedures (LGPP) requirements, and processing reimbursement requests.

Mr. Bob Bennett moved for approval, and Mr. Charles Heimsath seconded the motion. The motion carried unanimously 6-0, and the resolution was approved as drafted.

**8. Approve an amendment to the GEC Master Contract with Atkins North America, Inc., to provide continued operations and maintenance, trust indenture, and future project development support.**

Mr. Wes Burford presented this item. The proposed amendment to the master agreement would allow use of a letter agreement instead of a formal work authorization to authorize the activities that support operations and maintenance, trust indenture requirements, and development of future projects. Funding and terms for those support activities will be prepared in conjunction with the development of each fiscal year's budget.

Mr. Jim Mills moved for approval, and Ms. Nikelle Meade seconded the motion. The motion carried unanimously 6-0, and the resolution was approved as drafted.

**9. Approve an amendment to the GEC Master Contract with HNTB Corporation to provide continued operations and maintenance, trust indenture, and future project development support.**

Mr. Wes Burford presented this item. The proposed amendment to the master agreement would allow use of a letter agreement instead of a formal work authorization to authorize the activities that support operations and maintenance, trust indenture requirements, and development of future projects. Funding and terms for those support activities will be prepared in conjunction with the development of each fiscal year's budget.

Mr. Charles Heimsath moved for approval, and Mr. Bob Bennett seconded the motion. The motion carried unanimously 6-0, and the resolution was approved as drafted.

**10. Accept the financial reports for June, 2012.**

Mr. Bill Chapman presented this item. The attached financial reports contain a draft of the final end of year numbers as staff is waiting on additional invoices. There is

nothing unusual to report on the financial reports for June, 2012.

The annual auditing process will begin on August 6 and will last approximately two weeks.

Mr. David Singleton moved for approval, and Ms. Nikelle Meade seconded the motion. The motion carried unanimously 6-0, and the resolution was approved as drafted.

### **Briefing and discussion on the following:**

#### **11. Quarterly Briefing on the Manor Expressway Project.**

Mr. Eric Ploch with presented this item. Progress on Phase I of the Manor Expressway Project includes: drilled shafts, columns, column capitals, bent caps, pre-stressed concrete beams and steel girder erection, and forming and pouring bridge decks. Various locations of concrete paving, bridge railing, pilasters and mechanically stabilized earth retaining walls have been constructed, in addition to embankment, permanent drainage, illumination and intelligent transportation system conduit, and asphaltic concrete pavement efforts. Construction is 84% complete. Phase I supported 248 jobs during the month of June 2012. Sustainability initiatives used on Phase I include solar-powered traffic control devices, salvage and reuse of embankment on-site, use of local and regional materials, use of warm-mix asphalt pavement and recycled asphaltic pavement, and recycling all reinforcing steel from demolished concrete structures.

Phase II's development has included design progression for both the interim development work and the remainder of the project. Outstanding design elements that are currently being worked on include: Segment 3 plans and bridge design, completing the final geotechnical reports, completing and addressing comments to various retaining wall analyses, and various toll and ITS design elements. The eastbound frontage road excavation and embankment, drainage installation, and construction of the road pavement structure for interim development work have all been completed. Interim development work is expected to be completed on December 22, 2012. Substantial completion of all remaining development work is expected on February 7, 2014. Phase II supported 428 jobs during the month of June 2012. Sustainability initiatives used on Phase II include solar-powered traffic control devices, pavement reuse, reuse of topsoil, wood and steel recycling, utilization of reclaimed or non-treated water, separating waste for landfills, and automated equipment idle shutdown.

## **12. Quarterly Briefing on the Mopac Improvement Project.**

Ms. Heather Reavey presented this item. The environmental assessment process is currently on schedule. An environmental finding from Federal Highway Administration is anticipated in August 2012. During the second quarter of 2012 a project status briefing was given to Austin Fire Department Chief Rhonda Kerr, Austin City Council Member Chris Riley and staff, and Travis County Commissioner Sarah Eckhardt's office. A public hearing was held on May 23 and a formal presentation was given with information on the environmental process, the express lanes alternative, sound walls, project aesthetics, and bicycle and pedestrian mobility improvements. Staff anticipates the Request for Detailed Proposals will be finalized with FHWA and TxDOT concurrence in September 2012. The Mobility Authority will thereafter issue the RFDP to the short-listed teams with the proposals to be due in December 2012.

## **13. Executive Director's report.**

Mr. Mike Heiligenstein presented this item and announced that the Green Initiative Program won the 2012 International Bridge, Tunnel and Turnpike Association (IBTTA) Toll Excellence Award in the category of social responsibility. The official ceremony for the award will take place Monday, September 10, 2012, during the opening session of the IBTTA Annual Meeting in Orlando, Florida. One of the five Toll Excellence Award winners will be named as the winner of the overall President's Award.

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

Chairman Wilkerson announced in open session at 10:17 a.m. that the Board would recess the open meeting and reconvene in Executive Session to deliberate the following items:

14. *Discuss acquisition of one or more parcels or interests in real property needed for the Manor Expressway Project and related legal issues, pursuant to §551.072 (Deliberation Regarding Real Property; Closed Meeting) and §551.071 (Consultation with Attorney; Closed Meeting).*
15. *Discuss legal issues relating to claims by or against the Mobility Authority, pending or contemplated litigation and any related settlement offers; or other matters as authorized by §551.071 (Consultation With Attorney).*
16. *Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects, as authorized by §551.071 (Consultation With Attorney).*
17. *Discuss personnel matters as authorized by §551.074 (Personnel Matters).*

The Board reconvened in open meeting at 11:11 a.m., and Chairman Wilkerson announced that no action was taken in Executive Session.

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

**18. Authorize negotiation and execution of a purchase contract, a settlement agreement, or both in a pending eminent domain proceeding to acquire the following described parcel or property interest for the Manor Expressway Project:**

Mr. Andy Martin presented this item.

**A. Parcel 60 of the Manor Expressway Toll Project, a 1.090 acre tract in Travis County, on the southeast corner of 290E and Parmer Lane, owned by The Butler Family Partnership, Ltd.**

Staff recommends authorizing negotiation and execution of a purchase contract, settlement agreement, or both, up to a maximum payment to the owners of \$215,000.00.

Ms. Nikelle Meade moved for approval, and Mr. Bob Bennett seconded the motion. The motion carried unanimously 6-0, and the resolution was approved as drafted.

**B. Parcel 35 of the Manor Expressway Toll Project, a 1.31 acre tract in Travis County, at 9306 Old Manor Road, owned by Arturo Diaz.**

Staff recommends authorizing negotiation and execution of a purchase contract, settlement agreement, or both, up to a maximum payment to the owners of \$370,000.00.

Mr. Bob Bennett moved for approval, and Ms. Nikelle Meade seconded the motion. The motion carried unanimously 6-0, and the resolution was approved as drafted.

**13. Adjourn Meeting.**

Chairman Ray Wilkerson declared the meeting adjourned at 11:14 a.m. with unanimous consent.



**CENTRAL TEXAS  
Regional Mobility Authority**

**AGENDA ITEM #4 SUMMARY**

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Approve an amendment to the work authorization with HNTB Corporation for professional engineering services oversight of the 183A Phase II project.

Strategic Plan Relevance:	Regional Mobility
Department:	Engineering
Associated Costs:	\$ 779,084.00
Funding Source:	Bond Sale Funds
Board Action Required:	Yes

Description of Matter: The Board approved HNTB's Work Authorization No. 1 to provide Construction and Inspection Services related to the construction of the 183A Phase II Project on November 18, 2009. Supplement No. 1, for professional services related to the oversight of the Off-Site Materials Quality Assurance Testing and Inspection, was approved by the Board on May 26, 2010. Supplement No. 2, for professional services related to the Community Relations Program, was approved by the Board on July 28, 2010.

This Supplement No. 3 request provides for continuation of support of current on-going activities which include quality control, quality assurance, field inspections, materials testing, and oversight of the contractor to ensure bond holders and the Mobility Authority that the 183A Phase II Project is being constructed to the required design and specifications.

Reference documentation: Draft Resolution, Draft Supplement No. 3 to Work Authorization No. 1

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

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

**RESOLUTION NO. 12-\_\_\_**

**APPROVING AN AMENDED WORK AUTHORIZATION WITH  
HNTB CORPORATION RELATING TO THE 183A PHASE II PROJECT.**

WHEREAS, HNTB Corporation (“HNTB”) serves as a general engineering consultant to the Mobility Authority under the Agreement for General Consulting Civil Engineering Services effective January 1, 2010 (the “GEC Agreement”); and

WHEREAS, by Resolution No. 09-73 enacted on November 18, 2009, the Board approved a work authorization for HNTB to provide GEC Construction Development Services for the 183A Phase II Project (the “Project”); and

WHEREAS, the Executive Director and HNTB have discussed and agreed to a proposed amendment to that work authorization to continue HNTB’s support of GEC Construction Development Services for the Project; and

WHEREAS, the Executive Director recommends approval of the proposed amendment to the work authorization attached as Exhibit 1.

NOW THEREFORE, BE IT RESOLVED that the proposed amendment to the work authorization is hereby approved; and

BE IT FURTHER RESOLVED that the Executive Director may finalize and execute for the Mobility Authority the proposed amendment to the work authorization in the form or substantially the same form as Exhibit 1.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29<sup>th</sup> day of August, 2012.

Submitted and reviewed by:

Approved:

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Andrew Martin  
General Counsel for the Central  
Texas Regional Mobility Authority

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Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number: 12-\_\_\_  
Date Passed: 08/29/2012

**EXHIBIT 1 TO RESOLUTION 12-**  
**AMENDED WORK AUTHORIZATION WITH HNTB CORPORATION**

**[on the following 3 pages]**



## APPENDIX D

### WORK AUTHORIZATION SUPPLEMENT

WORK AUTHORIZATION NO. 1.0

SUPPLEMENT NO. 3

This Supplement No. 3 to Work Authorization No. 1.0, is made as of this \_\_\_\_ day of \_\_\_\_\_, 2012, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of December 23, 2009 (the "Agreement"), between the Central Texas Regional Mobility Authority ("Authority") and HNTB Corporation ("GEC"). This Supplement is made for the following purpose, consistent with the services defined in the Agreement:

#### *183A Phase II Extension of Construction Oversight Services*

This Supplement adds time extension and fee for the GEC to continue to support 183A Phase II Construction Oversight and Closeout. The construction contractor did not complete the project within the required contract schedule which was not anticipated in the GEC's original fee. The scope of the project remains the same and will support the completion of the project.

The following terms and conditions of Work Authorization No. 1.0 are hereby amended, as follows:

#### **Section B. - Schedule**

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

Services defined herein are expected to be substantially complete by February 28, 2013.

This Work Authorization will not expire until all tasks associated with the Scope of Services are complete.

#### **Section C. - Compensation**

C.1. In return for the performance of the foregoing obligations, the Authority authorizes to the GEC an additional \$779,084, based on the Attachment C – Fee Estimate. This will increase the not to exceed amount for Work Authorization No. 1.0 from \$10,724,864 to \$11,503,948. Compensation shall be in accordance with the Agreement.

The parties agree that GEC shall discontinue Services when the project is complete or upon reaching the new not to exceed amount (\$11,503,948) specified herein, whichever occurs first. If the new not to exceed amount is reached before the project is complete, an additional supplement to Work Authorization No. 1.0 will be required in order for services to continue.

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

**Authority:**

**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

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

Name: Mike Heiligenstein

Title: Executive Director

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

**GEC:**

**HNTB Corporation**

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

Name: Richard L. Ridings, P.E.

Title: Vice President

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

Attachment A: N/A

Attachment B: N/A

Attachment C: Fee Estimate

**ATTACHMENT C  
HNTB FEE ESTIMATE**

**CONTRACT NO. 46837  
WORK AUTHORIZATION #1  
SUPPLEMENT NO.2**

TASK DESCRIPTION	CLASSIFICATION												TOTAL HOURS
	Group Director / Program Manager	Department Manager	Sr. Advisor / Project Director	Project Manager II	Project Manager I	Engineer III	Engineer I	Sr. Field Rep	Sr. Inspector	Sr. Public Involvement Rep.	Project Analyst	Office Tech Specialist II	
<b>1.0 CE&amp;I FIELD INSPECTION</b>													
Management - Project Office													0
													0
<b>SUBTOTAL</b>	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>2.0 CE&amp;I PROJECT CONTROLS</b>													
Project Controls - Field Office					250								250
													0
<b>SUBTOTAL</b>	0	0	0	0	250	0	0	0	0	0	0	0	250
<b>3.0 CE&amp;I MATERIALS TESTING</b>													
Materials Testing - Field Office									138				138
													0
<b>SUBTOTAL</b>	0	0	0	0	0	0	0	0	138	0	0	0	138
<b>4.0 FINAL PUNCH LIST / FINAL INSPECTION</b>													
Final Punch List - Design office		105	313	400								36	854
Final Punch List - Field office					450	458	494	647	740				2789
													0
<b>SUBTOTAL</b>	0	105	313	400	450	458	494	647	740	0	0	36	3643
<b>5.0 INVOICE PREP &amp; PROGRESS REPORT</b>													
Invoice Prep - Design Office				75								350	545
Invoice Prep - Project Office	25												25
Invoice Prep - Field Office					172								172
													0
<b>SUBTOTAL</b>	25	0	0	75	172	0	0	0	0	0	350	120	742
<b>7.0 PROJECT OVERSIGHT</b>													
Project Oversight - Design		50										205	285
Project Oversight - Project	275												275
Project Oversight - Field													0
<b>SUBTOTAL</b>	275	50	0	0	0	0	0	0	0	0	205	30	560
<b>8.0 PUBLIC INVOLVEMENT</b>													
Public Involvement - Design Office											313		313
Public Involvement - Project Office													0
Public Involvement - Field Office													0
													0
<b>SUBTOTAL</b>	0	0	0	0	0	0	0	0	0	313	0	0	313
<b>TOTAL HOURS</b>	300	155	313	475	872	458	494	647	878	313	555	186	5,646
<b>BASE RATE</b>	\$ 97.00	\$ 70.00	\$ 95.00	\$ 58.00	\$ 45.00	\$ 35.00	\$ 27.00	\$ 42.00	\$ 42.00	\$ 34.00	\$ 27.00	\$ 28.00	
<b>TOTAL LABOR</b>	\$ 29,100	\$ 10,850	\$ 29,735	\$ 27,550	\$ 39,240	\$ 16,030	\$ 13,338	\$ 27,174	\$ 36,876	\$ 10,642	\$ 14,985	\$ 5,208	\$ 260,728
Overhead Rate - Design Office 148.13%		\$ 16,072	\$ 44,046	\$ 40,810						\$ 15,764	\$ 22,197	\$ 7,715	\$ 146,604
Overhead Rate - Project Office 133.79%	\$ 38,933				\$ 39,020	\$ 15,940	\$ 13,263	\$ 27,022	\$ 36,669				\$ 38,933
Overhead Rate - Field Office 99.44%						\$ 3,836	\$ 3,192	\$ 6,503	\$ 8,825	\$ 3,169	\$ 4,462	\$ 1,551	\$ 69,382
Profit 12.00%	\$ 8,164	\$ 3,231	\$ 8,854	\$ 8,203	\$ 9,391	\$ 3,836	\$ 3,192	\$ 6,503	\$ 8,825	\$ 3,169	\$ 4,462	\$ 1,551	\$ 69,382
<b>TOTAL</b>	\$ 76,197	\$ 30,153	\$ 82,635	\$ 76,563	\$ 87,651	\$ 35,807	\$ 29,793	\$ 60,699	\$ 82,371	\$ 29,575	\$ 41,644	\$ 14,473	\$ 647,562

**EXPENSES**      \$ 131,522 (Includes \$100,000 for As-built Survey and Low Level Flight)

SUBTOTALS BY TASK	TOTAL HOURS	HNTB RAW LABOR	TOTAL LOADED FEE
1.0 CE&I FIELD INSPECTION	0	\$ -	\$ -
2.0 CE&I PROJECT CONTROLS	250	\$ 11,250	\$ 25,129
3.0 CE&I MATERIALS TESTING	138	\$ 5,796	\$ 12,947
4.0 FINAL PUNCH LIST / FINAL INSPECTION	3,643	\$ 169,165	\$ 411,293
5.0 INVOICE PREP & PROGRESS REPORT	742	\$ 27,325	\$ 71,327
7.0 PROJECT OVERSIGHT	560	\$ 36,550	\$ 97,290
8.0 PUBLIC INVOLVEMENT	313	\$ 10,642	\$ 29,575
EXPENSES			\$ 131,522
<b>JOB TOTALS</b>	<b>5,646</b>	<b>\$ 260,728</b>	<b>\$ 779,084</b>



**CENTRAL TEXAS  
Regional Mobility Authority**

## AGENDA ITEM #5 SUMMARY

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Approve an amended work authorization with Atkins North America, Inc., relating to the Bergstrom Expressway Project.

Strategic Plan Relevance:	Regional Mobility
Department:	Engineering
Associated Costs:	\$2,740,600.00
Funding Source:	General Fund; Reimbursed with TxDOT Toll Equity Grant
Board Action Required:	Yes

Description of Matter: Atkins North America, Inc. will provide General Engineering Consultant services related to project activities required to assist the Mobility Authority in development of the Bergstrom Expressway. These efforts will include, but not be limited to, project management, administrative tasks, and program oversight including coordination with TxDOT, consultants, resource agencies, the TxDOT Environmental Affairs Division, and the FHWA as required for permitting, environmental approval, schematic design review, design alternative analysis, toll systems design support, public involvement support, a portion of CDA procurement management services, and additional activities as specifically requested by the Mobility Authority.

Reference documentation: Draft Resolution; Supplemental Work Authorization No. 2 to Work Authorization No. 2

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

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

**RESOLUTION NO. 12-\_\_**

**APPROVING AN AMENDED WORK AUTHORIZATION WITH  
ATKINS NORTH AMERICA, INC., RELATING TO  
THE BERGSTROM EXPRESSWAY PROJECT.**

WHEREAS, Atkins North America, Inc., formerly Post, Buckley, Schuh & Jernigan, Inc., a/k/a PBS&J (“Atkins”) serves as a general engineering consultant to the Mobility Authority under the Agreement for General Consulting Civil Engineering Services effective January 1, 2010 (the “GEC Agreement”); and

WHEREAS, by Resolution No. 09-88 enacted on December 17, 2009, the Board approved a work authorization for Atkins to provide GEC Construction Development Services for the Bergstrom Expressway/183 South Toll Project (the “Project”); and

WHEREAS, the Executive Director and Atkins have discussed and agreed to a proposed amendment to that work authorization to continue Atkin’s support of GEC Construction Development Services for the Project; and

WHEREAS, the Executive Director recommends approval of the proposed amendment to the work authorization attached as Exhibit 1.

NOW THEREFORE, BE IT RESOLVED that the proposed amendment to the work authorization is hereby approved; and

BE IT FURTHER RESOLVED that the Executive Director may finalize and execute for the Mobility Authority the proposed amendment to the work authorization in the form or substantially the same form as Exhibit 1.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29<sup>th</sup> day of August, 2012.

Submitted and reviewed by:

Approved:

\_\_\_\_\_  
Andrew Martin  
General Counsel for the Central  
Texas Regional Mobility Authority

\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number: 12-\_\_  
Date Passed: 08/29/2012

**EXHIBIT 1 TO RESOLUTION 12-**  
**AMENDED WORK AUTHORIZATION WITH ATKINS NORTH AMERICA, INC.**

**[on the following 3 pages]**

**ATTACHMENT C**

**C-2  
SUPPLEMENTAL WORK AUTHORIZATION NO. 2  
TO WORK AUTHORIZATION NO. 2  
CONTRACT FOR ENGINEERING SERVICES**

**THIS SUPPLEMENTAL WORK AUTHORIZATION** is made pursuant to the terms and conditions of Article 4 of the Contract for Engineering Services (the Contract) entered into by and between the Central Texas Regional Mobility Authority (the Authority) and Atkins North America, Inc. (the Engineer) dated January 4, 2010.

The following terms and conditions of Work Authorization No. 2 are hereby amended as follows:

*Please reference Attachment A – Services to be Provided by the GEC*

*Services defined herein shall begin June 27, 2012 and shall be substantially complete by June 27, 2014. The Supplemental Work Authorization will not expire until all tasks associated with the Scope of Services are complete.*

*In return for the performance of the foregoing obligations, the Authority authorizes to the GEC an amount \$2,740,600 based on Attachment B-Fee Estimate. This will increase the not to exceed amount for Work Authorization No. 2 from \$648,522 to \$3,389,122. Compensation for Direct Expenses under this Work Authorization which are incurred as part of normal business operations (i.e., internal document reproduction, internal plotting, travel and parking associated with local meetings, etc.) will be reimbursed on a Lump-Sum basis in the amount of: \$9,120 (with \$380 to be invoiced monthly). Compensation shall be in accordance with the Agreement.*

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. 2 not hereby amended are to remain in full force and effect.

**IN WITNESS WHEREOF**, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

**THE ENGINEER**

**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
Mike Heiligenstein

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Executive Director

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

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

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**  
**SUPPLEMENTAL WORK AUTHORIZATION NO. 2 TO**  
**WORK AUTHORIZATION NO. 2**  
**ATKINS**  
**ATTACHMENT A**  
**SERVICES TO BE PROVIDED BY GEC**

**1.0 183S TURNPIKE PROJECT**

**1.1 Environmental Study / Document Services [Code 13210]**

1.1.1 US 183 Environmental Assessment (EA)

- 1.1.1.1 Facilitate EA project status meetings with TxDOT and other Agencies as needed.
  - a. Prepare meeting agendas, action items and meeting summaries.
- 1.1.1.2 Complete EA document reviews prior to submittal to Environmental Affairs Divisions (ENV), Federal Highway Administration (FHWA) and other Resources Agencies.
  - a. Prepare and submit recommendations/comments to the Austin District prior to ENV submittal.
  - b. Prepare and submit recommendations/comments to the Austin District prior to FHWA submittal.
- 1.1.1.3 Update traffic information and data for specific elements of the EA.
  - a. Update traffic information and data associated with the Level of Service for the Environmental Justice Analysis.
  - b. Update traffic information and data for the Noise Analysis, Air Quality CO Analysis and the MSAT.
- 1.1.1.4 Update the US 183 Regional Toll Analyses. The analysis used CAMPO's 2030 plan and has now elapsed. This will included the following:
  - a. Incorporations of the results of CAMPO's new 2035 plan.
- 1.1.1.5 Develop Figures for EA.
  - a. Prepare the following Figures: Project Locations, Roadway Typical Sections, Topographic, Area of Influence, Water Resource Study Area, Land Use Resource Study Area, and Floodplain, 2010 no-Build Network System, 2030 Build Network System, and Proposed Plan by 2030.
  - b. Prepare Roadway Project Layouts based on TxDOT design and additional modifications as directed by TxDOT and the CTRMA.
- 1.1.1.6 Facilitate Public Involvement Support.
  - a. Public Involvement Support
    - Prepare a comprehensive mailing list of adjacent property owners which may include additional property owners defined by the CTRMA



- Distribute invitations based on comprehensive mailing lists
  - Support the CTRMA in the development and maintenance of the Project Website.
  - Support the CTRMA in the development of miscellaneous public involvement included but not limited to fact sheets, stake holder lists, advertisements, and news letters
  - Develop 3D roadway animation incorporating schematic and context sensitive designs as directed by the CTRMA.
- b. Public Meetings
- Prepare Plan View (scroll type) Exhibit for one (1) meeting.
  - Facilitate and prepare documents for one (1) TxDOT sanctioned Public Meeting including the completion of the Summary and Analysis (S&A) and additional requirements of the TxDOT Administrative Code.
  - Provide supporting staff as needed for one (1) meeting.
- c. Public Hearing
- Prepare a comprehensive mailing list of adjacent property owners which may include additional property owners defined by the CTRMA.
  - Distribute invitations based on comprehensive mailing lists.
  - Prepare Plan View (scroll type) Exhibit for (1) meeting.
  - Provide supporting staff as needed for one (1) meeting.
  - Provide supporting documentation as directed by the CTRMA.
- d. Context Sensitive Solutions
- Prepare Plan View (scroll type) Exhibit for (2) Meetings.
  - Provide supporting staff as needed for (2) Meeting.
  - Provide supporting documentation as directed by the CTRMA.
- e. CTRMA Open House/Workshops
- Prepare Plan View (scroll type) Exhibit for (3) Meetings.
  - Provide supporting staff as needed for (3) Meeting.
  - Provide Supporting Documentation as directed by the CTRMA.

## **1.2 Preliminary Engineering [Code 13110]**

### **1.2.1 Design of Corridor Exhibits and Schematic**

- 1.2.1.1 TxDOT Support: Provide engineering support as directed by the CTRMA for the review and updates to the corridor exhibit.
- 1.2.1.2 Design Verification: Provide a cursory review of the current TxDOT Design to ensure that all elements conform to current standards. Develop a list of non-conformance elements and provide recommendations the CTRMA. Develop a design notebook which notes the results of the design.
- 1.2.1.3 Design Modifications: Address all non-conformance elements as directed by the CTRMA.
- 1.2.1.4 Share Use Path: Provide a cursory review of the current TxDOT Design to ensure that a Shared Use Path can be incorporated into the Design. Provide recommendations to the locations of the Shared Use Path. Incorporate the proposed design as directed by the CTRMA.
- 1.2.1.5 Tree Alternative Design: Evaluate and re-design the TxDOT alternative which avoids specific trees within the corridor.
- 1.2.1.6 Mobility Improvements associated with Logical Termini. Evaluate and update the design of the TxDOT proposed Mobility improvement at the south end of the Project (at SH 71).
- 1.2.1.7 Pedestrian Bridge: Evaluate, Design and identify the location of the additional pedestrian bridge in the vicinity of the YMCA.
- 1.2.1.8 Develop a design schematic based on the existing TxDOT plans incorporating alternative design modifications as directed by the CTRMA.
- 1.2.1.9 Preliminary Cross-sections: Develop cross-sections including limits of construction in order to evaluate the ROW footprint. Provide comments and recommendations to the CTRMA.

## **1.3 Project Oversight – Pre Construction [Code 13710]**

### **1.3.1 Project Management**

- 1.3.1.1 Project Management
  - a. Provide staff to manage the daily activities of the program.
  - b. Serve as the primary contact between CTRMA, TxDOT, design consultants, third party consultants, utility companies, public agencies, and the general public.
- 1.3.1.2 Project Management Plan (PMP)
  - a. Develop the corridor specific PMP's in accordance with FHWA published Guidance Documents, as directed by the Authority.
- 1.3.1.3 Document Controls
  - a. Implement document control plan
  - b. Maintain project files for the length of the project

- c. Transfer project files to CTRMA upon completion of the work or as directed by the CTRMA

- 1.3.1.4 Sub-Consultant Coordination, Work Authorization Management and Invoicing.

### **1.3.2 Project Reporting**

- 1.3.2.1 Provide updates to CTRMA on key tasks accomplished during the preceding month, meetings and key activities for the upcoming month, and identify outstanding issues requiring resolution.
- 1.3.2.2 Provide Project Administrative support staff to track, monitor, evaluate and report on contracts and budgets.

### **1.3.3 Project Scheduling**

- 1.3.3.1 Maintain a Master Project Schedule (Primavera format) that will show critical milestones for the performance and coordination of services.
- 1.3.3.2 Monitor, evaluate, and validate all schedules produced by others (Segment Designers, Utility Companies, etc.) that are a subset of the Master Project Schedule.
- 1.3.3.3 Provide updates of schedules at the appropriate stages of the project and shall provide an assessment of schedules provided by applicable third parties for integration into the Master Project Schedule.

### **1.3.4 Project Development Support**

- 1.3.4.1 Loan and/or Grant Applications: Assist the Authority in the development of land and/or grant applications.
- 1.3.4.2 Engineering and Technical Support: Provide various engineering and technical tasks as requested by the Authority including but not limited to engineering assistance, general technology assistance, general environmental coordination reports, research, and presentations.
- 1.3.4.3 Traffic Modeling: Conduct peer review of the CORSIM and/or VISSIM Traffic Models and provide summary of suggestions.
- 1.3.4.4 TxDOT Coordination: Provide the appropriate staff as part of the coordination efforts between the Authority and TxDOT, as directed by the Authority.
- 1.3.4.5 Agency Coordination: Provide the appropriate staff as part of the coordination efforts between the Authority and Agencies, as directed by the Authority.
- 1.3.4.6 Traffic & Revenue Consultant Coordination: Provide the appropriate staff as part of the coordination efforts between the Authority and the Authority's Traffic and Revenue) Consultant, as directed by the Authority.
- 1.3.4.7 Project Development Agreement (PDA): Assist in the development of the PDA, generation of PDA exhibits, review of PDA drafts, and TxDOT coordination support, as directed by the Authority.
- 1.3.4.8 DBE Outreach and Public Involvement support as requested by the Authority.

### **1.3.5 Financial Planning Support**

#### **1.3.5.1 Operation, Maintenance, and Renewal& Replacement Estimates**

- a. Develop and/or update GEC's opinion of probable operations cost estimates using either a Sketch Level approach (assumed per transaction costs based on average operations cost of similar toll systems) or a Level 1 approach (estimate actual quantities for various elements of toll operations, enforcement and incident management and applying anticipated unit prices to opening year with an escalation over an established periods of time)
- b. Develop and/or update GEC's opinion of probable annual/routine maintenance cost estimates using either a Sketch level approach (an estimated per centerline mile cost based on facility type which considers the number of lanes, pavement material and location) on a Level 1 approach (estimated quantities for the various elements of the maintenance efforts and applying anticipated unit prices to opening year cost with escalation over an established period of time)
- c. Develop and/or update GEC's opinion of probable renewal & replacement budget cost estimates (non-routine estimates) using wither a Sketch Level approach (an estimated per mile cost based on renewal & replacement budgets utilized on similar facilities) or a Level 1 approach (identification of long-term, periodic maintenance replacement schedule, estimation of quantities, and apply escalation to the appropriate replacement years.)

1.3.5.2 Project Cost Estimates: Prepare an estimate of probable construction costs which will include quantity/cost for all major components of work. Prepare estimate for total project cost which will include: program management, preliminary engineering, final engineering, right-of-way, environmental compliance/mitigation, construction, toll collection systems, utility relocation, and CE&I, and financing.

1.3.5.3 Financial Advisor Support / Financial Plan Development: Provide financial advisor support necessary for the Authority to conduct financial programming. Including but not limited to cost estimating, financing techniques, shortfall mitigation techniques, and funding contingency plan.

### **1.3.6 Conceptual Operations Plan**

1.3.6.1 Prepare a preliminary draft Conceptual Operations Plan which will establish the basic framework for operations of the facility including a basic definition of systems architecture for ITS and toll collection, incident management, safety and enforcement, maintenance. The plan will include role and responsibilities of various agencies.

## **1.4 Pre-Investment Grade Traffic & Revenue Analysis Coordination [Code 13120]**

1.4.1 Support the Authority during their coordination efforts with the Traffic & Revenue consultant, as directed by the Authority.

1.4.2 Provide detailed project configuration and scope information to the Traffic & Revenue consultant. Review Draft Traffic & Revenue Analyses to ensure consistency with project information.

**1.5 Investment Grade Traffic & Revenue Analysis Coordination [Code 13330]**

1.5.1 Scope of Services for this task is not included

**1.6 Project Oversight – CDA [Code 13730]**

1.6.1 Scope of Services for this task is not included

**1.7 Environmental Permit Support [Code 13220]**

1.7.1 Scope of Services for this task is not included

**1.8 Final Design Services [Code 13310]**

1.8.1 Scope of Services for this task is not included

**1.9 ROW Acquisition & Relocation Services [Code 13410]**

1.9.1 Scope of Services for this task is not included

**1.10 ROW Litigation / Condemnation Services [Code 13450]**

1.10.1 Scope of Services for this task is not included

## Attachment B - Fee Estimate

CTRMA General Engineering Consultant  
 Atkins - Man-hour Breakdown & Fee Estimate  
 183 South Turnpike Project (Bergstrom Expressway)

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### ATKINS - Supplemental Work Authorization #2 to Work Authorization #2 183 South Turnpike Project (Bergstrom Expressway)

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STAFFING / PROJECT TITLE / WORK AUTHORIZATION CLASSIFICATION

NAME	PROJECT TITLE	WORK AUTHORIZATION CLASSIFICATION
Bierma, Mike	Principal in Charge	A
Ploch, Eric	GEC Program Manager	A
Miller, Alastair	Corridor Manager	A
Lowe, Thomas (TW)	Corridor Manager	B
Autry, Aaron	Corridor Manager	B
Blake, Greg	Sr. Project Manager	B
Freeman, Dan	Sr. Project Manager	B
	Administrative Coordinator I	E, F
	Communications Coordinator I	E, F
	Designer I	E, F
	Engineer I	E, F
	Estimator/Scheduler I	E, F
	GIS Analyst I	E, F
	Graphic Design Coordinator	E, F
	Office Engineer I	E, F
	Planner I	E, F
	Project Coordination Analyst I	E, F
	Project Engineer I	E, F
	Public Information Specialist I	E, F
	ROW Agent I	E, F
	Scientist I	E, F
	Technology Procurement Coordinator I	E, F
	Administrative Coordinator II	D, E, F
	CAD Designer	D, E, F
	CAD Manager I	D, E, F
	Communications Coordinator II	D, E, F
	Community Relations Coordinator II	D, E, F
	Designer II	D, E, F
	Engineer II	D, E, F
	Estimator/Scheduler II	D, E, F
	GIS Analyst II	D, E, F
	ITS Analyst II	D, E, F
	Landscape Architect II	D, E, F
	Planner II	D, E, F
	Public Information Specialist II	D, E, F
	ROW Agent II	D, E, F
	Scientist II	D, E, F
	Sr. Technical Writer	D, E, F
	Technical Coordinator II	D, E, F
	Technical Editor	D, E, F
	Technology Procurement Coordinator II	D, E, F
	Associate Project Manager	C, D, E, F
	CAD Manager II	C, D, E, F
	Engineer III	C, D, E, F
	Sr. Administrative Coordinator I	C, D, E, F
	Sr. Applications Developer I	C, D, E, F
	Sr. Architect I	C, D, E, F
	Sr. Designer I	C, D, E, F
	Sr. Engineer I	C, D, E, F
	Sr. Estimator/Scheduler I	C, D, E, F

**ATKINS - Supplemental Work Authorization #2 to Work Authorization #2  
 183 South Turnpike Project (Bergstrom Expressway)**

STAFFING / PROJECT TITLE / WORK AUTHORIZATION CLASSIFICATION

NAME	PROJECT TITLE	WORK AUTHORIZATION CLASSIFICATION
	Sr. GIS Analyst I	C, D, E, F
	Sr. ITS Analyst I	C, D, E, F
	Sr. Landscape Architect I	C, D, E, F
	Sr. Office Engineer I	C, D, E, F
	Sr. Planner I	C, D, E, F
	Sr. Project Engineer I	C, D, E, F
	Sr. Public Information Specialist	C, D, E, F
	Sr. ROW Agent I	C, D, E, F
	Sr. Scientist I	C, D, E, F
	Sr. Technical Coordinator I	C, D, E, F
	Sr. Technical Editor	C, D, E, F
	Survey Manager I	C, D, E, F
	Project Control Manager	C, D, E
	Project Manager	C, D, E
	Regional Quality Assurance/Safety Manager	C, D, E
	Sr. Applications Developer II	C, D, E
	Sr. Designer II	C, D, E
	Sr. Engineer II	C, D, E
	Sr. Estimator/Scheduler II	C, D, E
	Sr. GIS Analyst II	C, D, E
	Sr. ITS Analyst II	C, D, E
	Sr. Landscape Architect II	C, D, E
	Sr. Office Engineer II	C, D, E
	Sr. Planner II	C, D, E
	Sr. Project Engineer II	C, D, E
	Sr. ROW Agent II	C, D, E
	Sr. Scientist II	C, D, E
	Sr. Technical Coordinator II	C, D, E
	Survey Manager II	C, D, E
	Group Manager	B, C, D
	Information Technology Manager	B, C, D
	Program Manager	B, C, D
	Resident Engineer	B, C, D
	Sr. Architect III	B, C, D
	Sr. Construction Manager	B, C, D
	Sr. Engineer III	B, C, D
	Sr. Estimator/Scheduler III	B, C, D
	Sr. GIS Analyst III	B, C, D
	Sr. ITS Analyst III	B, C, D
	Sr. Landscape Architect III	B, C, D
	Sr. Planner III	B, C, D
	Sr. Project Manager	B, C, D
	Sr. ROW Agent III	B, C, D
	Sr. Scientist III	B, C, D



**CENTRAL TEXAS  
Regional Mobility Authority**

## AGENDA ITEM #6 SUMMARY

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Approve an interlocal agreement with the Texas Department of Transportation to provide roadway and facility maintenance services on Mobility Authority roadways.

Strategic Plan Relevance:	Economic Vitality, Regional Mobility, and Sustainability.
Department:	Engineering
Associated Costs:	\$1,949,595.00
Funding Source:	General Fund / Operations
Board Action Required:	Yes

Description of Matter: The Board adopted Resolution No. 07-30 on June 27, 2007, authorizing the Mobility Authority to enter into an interlocal agreement with TxDOT to procure and provide various maintenance and operational services for Mobility Authority toll projects. The resulting agreement is scheduled to expire on October 31, 2012. The proposed agreement will have a maximum 37 month term beginning November 1, 2012, and will include services for all of 183A and for the Manor Expressway after that project is opened for traffic. Services provided will include major routine maintenance activities such as asphalt and concrete repairs, cleaning and sweeping roadway facilities, mowing and roadside vegetation maintenance, and repair of signals, lighting, signing, striping, guardrail and safety appurtenances. In addition, the agreement requires the contractor to maintain all environmentally-sensitive areas and perform emergency and incident maintenance items.

The resolution authorizes the Executive Director to finalize and execute an interlocal agreement with TxDOT in the form or in substantially the form of the attached interlocal agreement.

Reference documentation: Draft Resolution; Draft Interlocal Agreement

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



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

**RESOLUTION NO. 12-\_\_**

**APPROVING AN INTERLOCAL AGREEMENT WITH THE TEXAS  
DEPARTMENT OF TRANSPORTATION TO PROVIDE ROADWAY AND FACILITY  
MAINTENANCE SERVICES ON MOBILITY AUTHORITY ROADWAYS.**

WHEREAS, certain maintenance services for Mobility Authority roadways and facilities have been provided by the Texas Department of Transportation (“TxDOT”) under an interlocal agreement approved by the Board by Resolution No. 07-30 on June 27, 2007; and

WHEREAS, that interlocal agreement will terminate on October 31, 2012; and

WHEREAS, the Executive Director and TxDOT staff have discussed and agreed to a proposed interlocal agreement under which TxDOT will continue providing certain maintenance services for Mobility Authority roadways and facilities; and

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

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

BE IT FURTHER RESOLVED that the Executive Director may finalize and execute for the Mobility Authority the proposed interlocal agreement in the form or substantially the same form as Exhibit 1.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29<sup>th</sup> day of August, 2012.

Submitted and reviewed by:

Approved:

\_\_\_\_\_  
Andrew Martin  
General Counsel for the Central  
Texas Regional Mobility Authority

\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number: 12-\_\_  
Date Passed: 08/29/2012

**EXHIBIT 1 TO RESOLUTION 12-**  
**PROPOSED INTERLOCAL AGREEMENT WITH TxDOT**

**[on the following 14 pages]**

THE STATE OF TEXAS §  
THE COUNTY OF TRAVIS §

**INTERLOCAL AGREEMENT**

**THIS CONTRACT** is entered into by the Contracting Parties under Government Code, Chapter 791 and Transportation Code, Chapter 201, Section 2.09.

**I. CONTRACTING PARTIES:**

The Texas Department of Transportation  
Central Texas Regional Mobility Authority

TxDOT  
CTRMA

**II. PURPOSE:** Routine Maintenance of 183A Toll Road Project and Manor Expressway (290 E) Project.

**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 **\$ 1,949,595.00** and shall conform to the provisions of **Attachment B**, Budget. Payments shall be billed monthly.

**V. TERM OF CONTRACT:** This Contract begins when fully executed by both parties, and terminates on **November 30, 2015** or when otherwise terminated as provided in this Contract.

**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 Board of Directors of the CTRMA, by resolution, dated [redacted], has authorized the CTRMA to enter into this Contract and obtain the services described in **Attachment A**, Scope of Services.

This Contract incorporates the provisions of **Attachment A**, Scope of Services, **Attachment B**, Budget, **Attachment C**, General Terms and Conditions, **Attachment D**, Resolution of the Central Texas Regional Mobility Authority Board of Directors, and **Attachment E**, Project Location Map.

**TxDOT**

Texas Department of Transportation

**CTRMA**

Central Texas Regional Mobility Authority

BY:

AUTHORIZED SIGNATURE

Janice Mullenix  
Director of Contract Services

TYPED OR PRINTED NAME AND TITLE

BY:

AUTHORIZED SIGNATURE

Mike Heiligenstein  
Executive Director

TYPED OR PRINTED NAME AND TITLE

DATE:

DATE:

## ATTACHMENT A

### Scope of Services

TxDOT and the CTRMA are governmental entities authorized to design, construct, operate, and maintain turnpikes and other toll facilities in the State of Texas. The routine and periodic maintenance on such facilities is essential to their safety, efficient operation, and to maximizing their mobility benefits. TxDOT and the CTRMA are committed to ensuring that the maintenance practices and methodologies utilized on their respective facilities are implemented efficiently and effectively so as to further enhance the current and potential benefits for the citizens of the State of Texas. For and in consideration of these premises, TxDOT and the CTRMA agree as follows:

#### Routine Maintenance of Manor Expressway (290 E) and 183A

TxDOT agrees to maintain the Manor Expressway (290 E) toll facility project limits on the main lanes from US 183 to East of Parmer Lane and the 183A toll facility project limits on the main lanes from North of SH 45 to South of CR 276 , which is approximately 16.9 centerline miles including the entrance and exit ramps from right-of-way (ROW) to ROW as shown on Attachments E-1 and E-2, Project Location Map. Routine maintenance will be accomplished through a performance-based maintenance contract consisting of performing complete roadway maintenance, including all of the existing appurtenances and future additions within the right of way. This includes, but is not limited to, main lane roadways, frontage roads, shoulders, ramps, intersections, roadsides, bridges, drainage structures, illumination, traffic signals, aesthetics, signing, and sign structures. The following items are covered under this scope:

- Item 7627 - Total Maintenance and Operations of Highways Main Lanes (RMA)
- Item 7627 - Total Maintenance and Operations of Highways Frontage Roads (RMA)

#### Periodic Maintenance of Manor Expressway (290E) and 183A

The following is a list of known periodic maintenance activities that is included in the scope of services:

- Removing concrete sidewalks
- Concrete paint
- Permanent concrete traffic barrier
- Concrete sidewalks
- Metal W-Beam guard fence
- Cable barrier system
- Lane closures

**Project Limits:**

<u>Roadway</u>	<u>Limits</u>	<u>Centerline Miles</u>
290 E (Mainlanes) Segment 1	From: US 183 To: East of Cross Park Drive	0.7
290 E (Mainlanes) Segment 2	From: East of Cross Park Drive To: East of Parmer Lane	5.7
183 A Segment 1 (Mainlanes)	From: RM 1431 To: North of SH 45 N	4.1
183 A Segment 2 (Mainlanes & Frontage Roads)	From: South of CR 276 To: RM 1431	6.4
<b>Total Centerline Miles</b>		<b>16.9</b>

The limits of maintenance on crossroads shall generally be as follows:  
290 E (Mainlanes) and 183A Toll Road are considered suburban roadways.

**Roadside Maintenance**

**Task 1. Item 104: Removing Concrete (Sidewalks)(RMA) – \$5,500.00**

Description: Remove sidewalk concrete as shown on the plans or as directed.

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	SY	550
	183A	North of SH 45 to South of CR 276		
<b>Total</b>	<b>Suburban</b>			<b>550</b>

**Task 2. Item 427: Concrete Paint (Existing Concrete)(RMA) – \$20,000.00**

Description: Furnish and apply concrete paint on existing concrete as shown on the plans or as directed.

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	SF	100,000
	183A	North of SH 45 to South of CR 276		
<b>Total</b>	<b>Suburban</b>			<b>100,000</b>

**Task 3. Item 514: Permanent Concrete Traffic Barrier (SGL SLP)(TY1) (42") (RMA) – \$50,000.00**

Description: Furnish and install, 42" Type 1 permanent concrete traffic barrier as shown on the plans or as directed.

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	LF	1,000
	183A	North of SH 45 to South of CR 276		
<b>Total</b>	<b>Suburban</b>			<b>1,000</b>

**Task 4. Item 531: Concrete Sidewalks (6")(RMA) – \$5,500.00**

Description: Prepare and construct 6" sidewalks as shown on the plans or as directed.

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	SY	550
	183A	North of SH 45 to South of CR 276		
<b>Total</b>	<b>Suburban</b>			<b>550</b>

**Task 5. Item 540: Metal W-Beam Guard Fence - \$36,475.00**

Description: Furnish and install, replace or adjust metal beam guard fence consisting of metal beam rail element support on timber or steel posts.

**Task 5a: Metal W-Beam Guard Fence (TIM POST) (RMA)**

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	LF	2,000
	183A	North of SH 45 to South of CR 276		
<b>Total</b>	<b>Suburban</b>			<b>2,000</b>

**Task 5b. Terminal Anchor Section Adjustment (RMA)**

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	EA	5
	183A	North of SH 45 to South of CR 276		
<b>Total</b>	<b>Suburban</b>			<b>5</b>

**Task 6. Item 544: Guardrail End Treatments - \$2,475.00**

Description: Furnish and install, move, or remove guardrail end treatments.

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	EA	5
	183A	North of SH 45 to South of CR 276		
<b>Total</b>	<b>Suburban</b>			<b>5</b>

**Task 7. Item 545: Crash Cushion Attenuator (Move & Reset) (RMA) - \$1,485.00**

Description: Move and reset crash cushion attenuators.

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	EA	3
	183A	North of SH 45 to South of CR 276		
<b>Total</b>	<b>Suburban</b>			<b>3</b>

**Task 8. Item 5367: Cable Barrier System (RMA) - \$24,000.00**

Description: Furnish and install TL-4 cable barrier system and cable barrier terminal sections.

**Task 8a. Cable Barrier System (TL-4) (RMA)**

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	LF	2,000
	183A	North of SH 45 to South of CR 276		
<b>Total</b>	<b>Suburban</b>			<b>2,000</b>

**Task 8b. Cable Barrier Terminal Section (TL-4) (RMA)**

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	EA	3
	183A	North of SH 45 to South of CR 276		
<b>Total</b>	<b>Suburban</b>			<b>3</b>

**Task 9. Item 7397: Lane Closures (RMA) - \$80,660.00**

Description: Install, maintain and remove lane closures as shown on plans and details or as specified by the Engineer.

<b>Task 9a. Freeway 1 Lane Closure (TY A) (RMA) Type</b>	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	EA	3
	183A	North of SH 45 to South of CR 276		
<b>Total</b>	<b>Suburban</b>			<b>3</b>

<b>Task 9b. Freeway 1 Lane Closure (TY</b>	Highway	Limits	Unit	Quantity

<b>B)(RMA) Type</b>				
Suburban	290E	US 183 to East of Parmer Lane	EA	5
	183A	North of SH 45 to South of CR 276		
<b>Total</b>	<b>Suburban</b>			<b>5</b>

<b>Task 9c. Freeway 2 Lane Closure (TY A)(RMA) Type</b>	<b>Highway</b>	<b>Limits</b>	<b>Unit</b>	<b>Quantity</b>
Suburban	290E	US 183 to East of Parmer Lane	EA	1
	183A	North of SH 45 to South of CR 276		
<b>Total</b>	<b>Suburban</b>			<b>1</b>

<b>Task 9d. Freeway 2 Lane Closure (TY B)(RMA) Type</b>	<b>Highway</b>	<b>Limits</b>	<b>Unit</b>	<b>Quantity</b>
Suburban	290E	US 183 to East of Parmer Lane	EA	3
	183A	North of SH 45 to South of CR 276		
<b>Total</b>	<b>Suburban</b>			<b>3</b>

**Task 9e. Freeway 3 Lane Closure (TY A) (RMA)**

<b>Type</b>	<b>Highway</b>	<b>Limits</b>	<b>Unit</b>	<b>Quantity</b>
Suburban	290E	US 183 to East of Parmer Lane	EA	1
	183A	North of SH 45 to South of CR 276		
<b>Total</b>	<b>Suburban</b>			<b>1</b>

**Task 9f. Freeway 3 Lane Closure (TY B) (RMA)**

<b>Type</b>	<b>Highway</b>	<b>Limits</b>	<b>Unit</b>	<b>Quantity</b>
Suburban	290E	US 183 to East of Parmer Lane	EA	1
	183A	North of SH 45 to South of CR 276		
<b>Total</b>	<b>Suburban</b>			<b>1</b>

**Task 9g. Exit or Entrance Ramp Closure (TY A )(RMA)**

<b>Type</b>	<b>Highway</b>	<b>Limits</b>	<b>Unit</b>	<b>Quantity</b>
Suburban	290E	US 183 to East of Parmer Lane	EA	3
	183A	North of SH 45 to South of CR 276		
<b>Total</b>	<b>Suburban</b>			<b>3</b>



**Task 9h. Exit or Entrance Ramp Closure (TY B) (RMA)**

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	EA	5
	183A	North of SH 45 to South of CR 276		
<b>Total</b>	<b>Suburban</b>			<b>5</b>

**Task 9i. One Lane Frontage Road Closure (TY A) (RMA)**

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	EA	3
	183A	North of SH 45 to South of CR 276		
<b>Total</b>	<b>Suburban</b>			<b>3</b>

**Task 9j. One Lane Frontage Road Closure (TY B) (RMA)**

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	EA	5
	183A	North of SH 45 to South of CR 276		
<b>Total</b>	<b>Suburban</b>			<b>5</b>

**Task 9k. Two Lane Frontage Road Closure (TY A) (RMA)**

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	EA	3
	183A	North of SH 45 to South of CR 276		
<b>Total</b>	<b>Suburban</b>			<b>3</b>

**Task 9l. Two Lane Frontage Road Closure (TY B) (RMA)**

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	EA	5
	183A	North of SH 45 to South of CR 276		
<b>Total</b>	<b>Suburban</b>			<b>5</b>

**Task 10. Item 7627: Total Maintenance and Operations of Highway (RMA) - \$1,623,500.00**

Description: Perform complete roadway maintenance, including all of the existing appurtenances and future additions within the right of way. This includes, but is not limited to, main lane roadways, frontage roads, shoulders, ramps, intersections, roadsides, bridges, drainage structures, illumination, traffic signals, aesthetics, signing, and sign structures.

**Task 10a. Total maintenance and operations of highway mainlanes (RMA)**

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	MI	505
	183A	North of SH 45 to South of CR 276		
<b>Total</b>	<b>Suburban</b>			<b>505</b>

**Task 10b. Total maintenance and operations of highway frontage (RMA)**

Type	Highway	Limits	Unit	Quantity
Urban	290E	US 183 to East of Parmer Lane	MI	260
	183A	North of SH 45 to South of CR 276		
<b>Total</b>	<b>Urban</b>			<b>260</b>

DRAFT

**ATTACHMENT B**

**Budget  
FY2012-FY2015**

<b>TASK NUMBER</b>	<b>ITEM NUMBER</b>	<b>DESCRIPTION</b>	<b>TOTAL COST</b>
1	104	Removing Concrete (Sidewalks) (RMA)	\$5,500.00
2	427	Concrete Paint (Existing Concrete) (RMA)	\$20,000.00
3	514	Permanent Concrete Traffic Barrier (RMA)	\$50,000.00
4	531	Concrete Sidewalks (RMA)	\$5,500.00
5	540	Metal Beam Guard Fence (RMA)	\$36,475.00
6	544	Guardrail End Treatments (RMA)	\$2,475.00
7	545	Crash Cushion Attenuator (Move and Reset) (RMA)	\$1,485.00
8	5367	Cable Barrier System (RMA)	\$24,000.00
9	7397	Lane Closures (RMA)	\$80,660.00
10	7627	Total Maintenance and Operations of Highway	\$1,623,500.00
		<b>Subtotal</b>	\$1,849,595.00
		*Actual Direct Costs Not To Exceed	\$100,000.00
		<b>Total</b>	\$1,949,595.00

\*This is an estimated amount. The CTRMA agrees to reimburse TxDOT for the actual direct costs associated with this agreement.

## ATTACHMENT C

### General Terms and Conditions

#### **Article 1. Amendments**

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

#### **Article 2. Conflicts Between Agreements**

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

#### **Article 3. Disputes**

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

#### **Article 4. Ownership of Equipment**

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

#### **Article 5. Termination**

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

#### **Article 6. Gratuities**

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

#### **Article 7. Responsibilities of the Parties**

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

#### **Article 8. Compliance with Laws**

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

#### **Article 9. State Auditor's Provision**

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

#### **Article 10. Signatory Warranty**

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

**ATTACHMENT D****Resolution of the Central Texas Regional Mobility Authority Board of Directors****GENERAL MEETING OF THE BOARD OF DIRECTORS  
OF THE  
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY****RESOLUTION NO. 07-30**

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. 05-06, dated January 26, 2005, the Board of Directors approved entering into a Project Development Agreement with the Texas Department of Transportation (“TxDOT”) regarding the various project development issues related to construction, completion and operation of the 183-A Project; and

WHEREAS, on March 3, 2007, the 183-A Project was opened to traffic with Final Acceptance of the Project being anticipated in July, 2007; and

WHEREAS, in Resolution No. 06-71, dated December 13, 2006, the Board of Directors directed CTRMA staff and its Executive Director to initiate efforts to procure various maintenance and operational services for the 183-A Project from firms interested in providing such services; and

WHEREAS, the CTRMA is in the process of procuring or has successfully procured various maintenance and operational services for the 183-A Project; however, providers of several of such services have not been successfully procured; and

WHEREAS, TxDOT has entered into contracts for the provision of various maintenance and operational services for TxDOT’s Central Texas Toll Project, and CTRMA staff and TxDOT staff have considered entering into an Interlocal Agreement pursuant to Chapter 771 of the Texas Government Code and Section 370.189 of the Texas Transportation Code whereby the CTRMA would procure certain maintenance and operational services for the 183-A Project through TxDOT and its existing contracts; and

WHEREAS, the CTRMA staff recommends that the CTRMA negotiate and enter into an Interlocal Agreement with TxDOT to procure certain maintenance and operational services for the 183-A Project through TxDOT and its existing contracts, the terms, scope and conditions of such Interlocal Agreement to be mutually agreed to between the CTRMA and TxDOT.

NOW THEREFORE, BE IT RESOLVED, that the CTRMA Board of Directors approves the negotiation and execution of an Interlocal Agreement with TxDOT to procure certain maintenance and operational services for the 183-A Project through TxDOT, the terms, scope

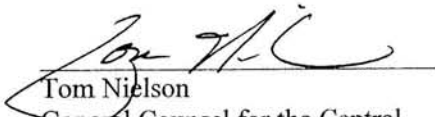
and conditions of such Interlocal Agreement to be mutually agreed to between the CTRMA and TxDOT; and

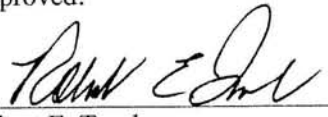
BE IT FURTHER RESOLVED, that the Executive Director and staff are directed to negotiate and finalize an Interlocal Agreement with TxDOT consistent with all applicable statutes, CTRMA procurement policies and this Resolution and that such Interlocal Agreement may be executed by the Executive Director upon its completion under the terms hereof.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of June, 2007.

Submitted and reviewed by:

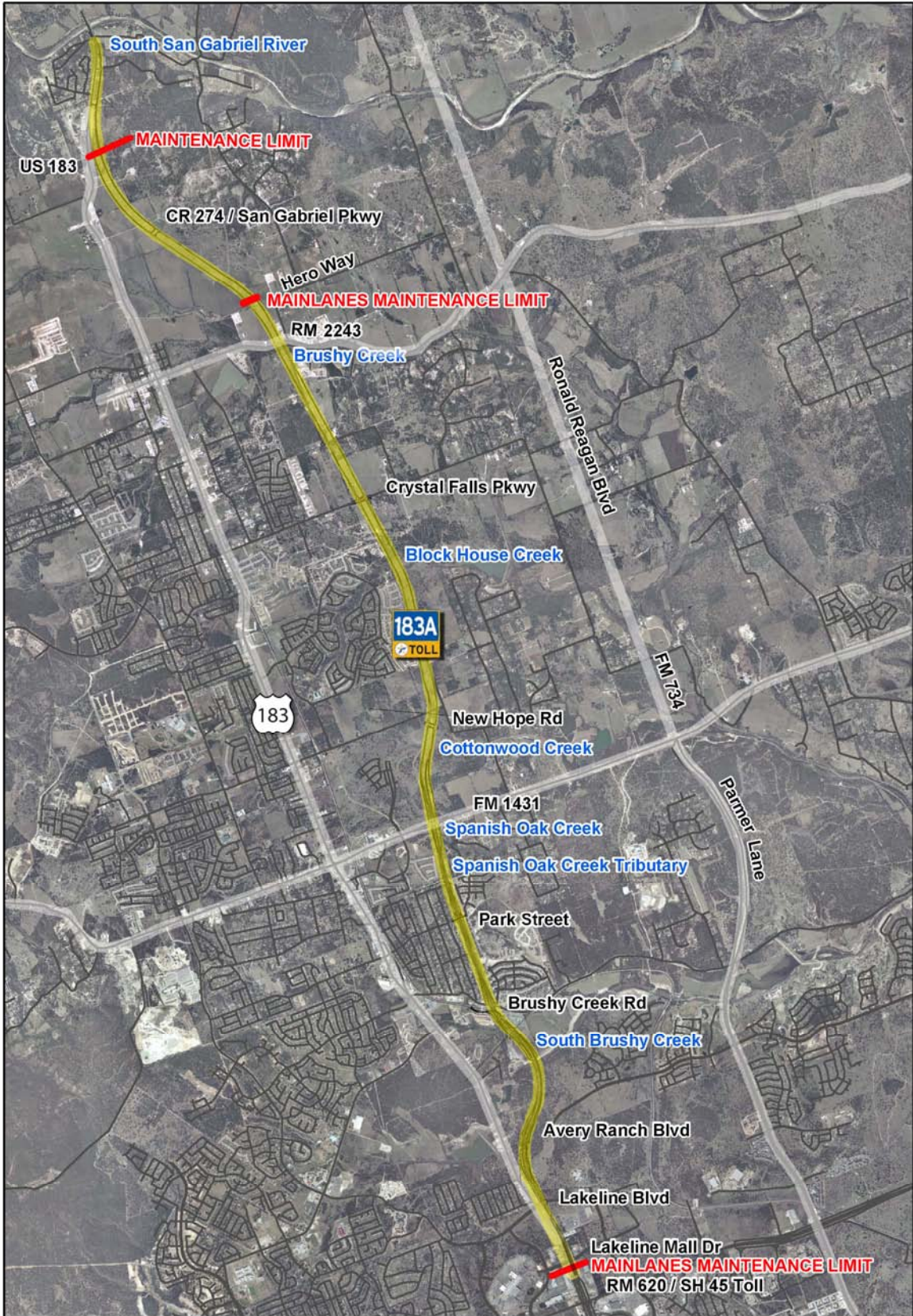
Approved:

  
Tom Nielson  
General Counsel for the Central  
Texas Regional Mobility Authority

  
Robert E. Tesch  
Chairman, Board of Directors  
Resolution Number 07-30  
Date Passed 6/27/07

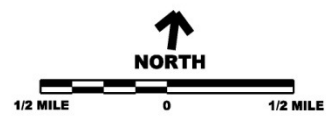
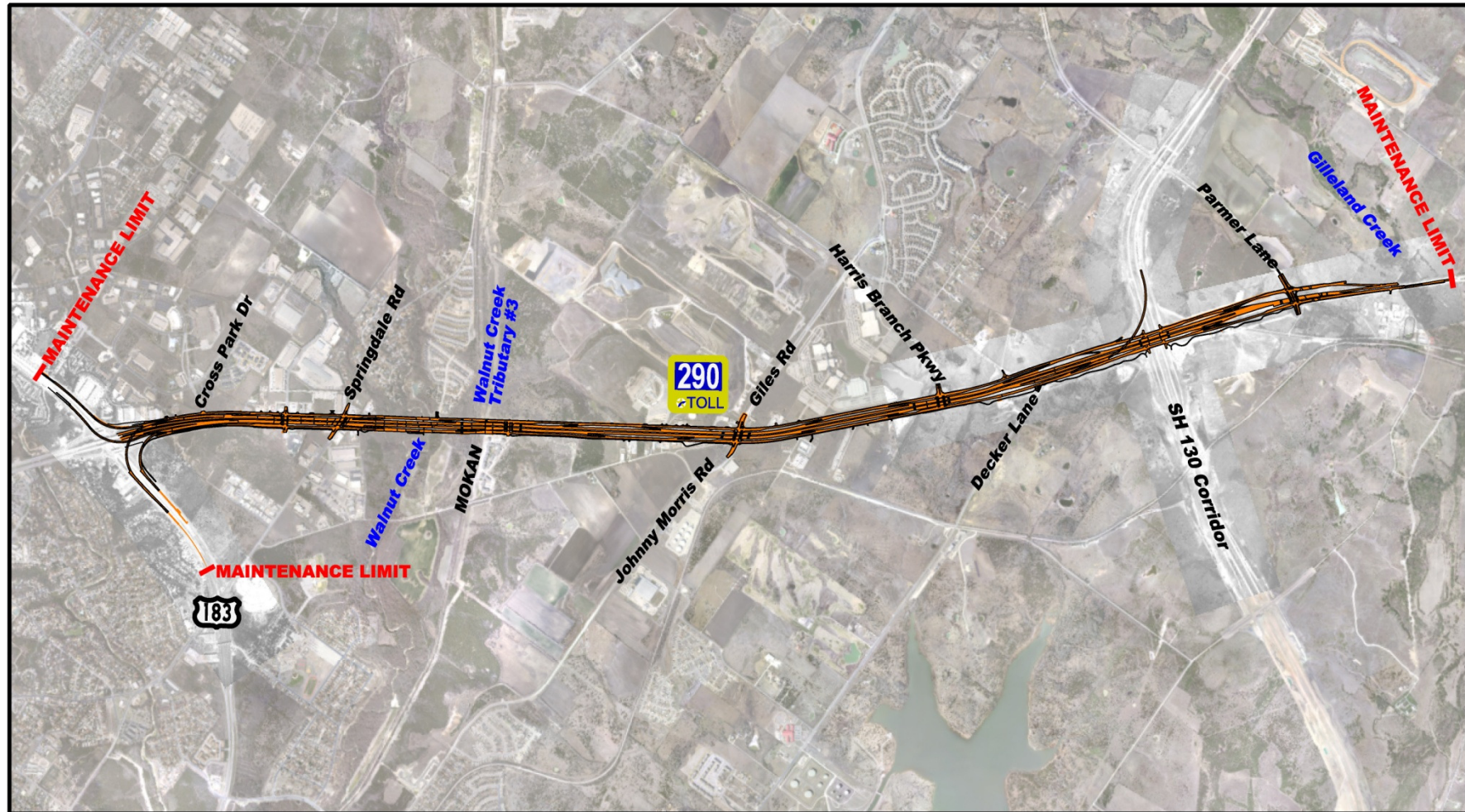
# ATTACHMENT E-1

## Project Location Map – 183A



# ATTACHMENT E-2

## Project Location Map – Manor Expressway (290 E)







**CENTRAL TEXAS  
Regional Mobility Authority**

**AGENDA ITEM #7 SUMMARY**

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Approve an amendment to the interlocal agreement with the Texas Transportation Institute relating to analysis of traffic data provided by INRIX.

Strategic Plan Relevance:	Regional Mobility
Department:	Engineering
Associated Costs:	\$37,500
Funding Source:	General Fund, Reimbursed with Either Bond Sale Funds or Other Possible Loan /Grant Options
Board Action Required:	Yes

Description of Matter: The Board approved TTI's Interlocal Cooperation Contract No. C2011207 at their January 26, 2011 meeting to provide technical support services with regard to the MoPac Improvement Project. This Supplement provides for performance monitoring and evaluation of the INRIX data processing for the MoPac Improvement Project. The INRIX data processing will support the development of performance measures that will be used in the corridor performance evaluation before, during, and after construction. This amendment also extends the expiration date for the contract from August 28, 2012, to August 28, 2013.

Reference documentation: Draft Resolution; Draft Second Amendment to Interlocal Cooperation Contract No. C2011207

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

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

**RESOLUTION NO. 12-\_\_**

**APPROVING AN AMENDMENT TO AN INTERLOCAL AGREEMENT WITH THE  
TEXAS TRANSPORTATION INSTITUTE RELATING TO ANALYSIS OF  
TRAFFIC DATA PROVIDED BY INRIX.**

WHEREAS, the Texas Transportation Institute (“TTI”) is providing technical and other support to the Mobility Authority in connection with development of the MoPac Improvement Project under an interlocal agreement approved by the Board by Resolution No. 11-009 enacted January 26, 2011; and

WHEREAS, the Executive Director and TTI staff have discussed and agreed to a proposed amendment to that interlocal agreement under which TTI will assess and evaluate certain traffic data acquired by the Mobility Authority from INRIX for use in performance evaluation of the Mopac Improvement Project; and

WHEREAS, the proposed amendment will also extend the term of the interlocal agreement for an additional year, until August 28, 2013; and

WHEREAS, the Executive Director recommends approval of the proposed amendment to the interlocal agreement attached as Exhibit 1.

NOW THEREFORE, BE IT RESOLVED that the proposed amendment to the interlocal agreement is hereby approved; and

BE IT FURTHER RESOLVED that the Executive Director may finalize and execute for the Mobility Authority the proposed interlocal agreement in the form or substantially the same form as Exhibit 1.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29<sup>th</sup> day of August, 2012.

Submitted and reviewed by:

Approved:

\_\_\_\_\_  
Andrew Martin  
General Counsel for the Central  
Texas Regional Mobility Authority

\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number: 12-\_\_  
Date Passed: 08/29/2012

**EXHIBIT 1 TO RESOLUTION 12-**  
**PROPOSED INTERLOCAL AGREEMENT WITH**  
**THE TEXAS TRANSPORTATION INSTITUTE**

[on the following 12 pages]

**Second Amendment To The Interlocal Cooperation Contract  
Between  
Central Texas Regional Mobility Authority  
And  
The Texas Transportation Institute**

The Second Amendment (“Amendment”) to the Interlocal Cooperation Contract (“Contract”) by and between the Central Texas Regional Mobility Authority (“the Regional Mobility Authority”) and the Texas Transportation Institute (“TTI”) is made effective as of \_\_\_\_\_, 2012, and is for the purpose of amending the Contract originally dated effective February 1, 2011.

The following terms and conditions of the Interlocal Cooperation Contract are hereby amended, as follows

**II. Statement of Services to be Performed** is amended as follows:

See Attachment A: Scope of Work

**IV. Contract Amount**

In return for the performance of the foregoing obligations, the Authority authorizes to TTI an additional \$37,500, based on the Attachment B – Fee Estimate. This will increase the not to exceed amount for the InterLocal Cooperation Contract from \$177,000 to \$214,500. Compensation shall be in accordance with the Contract.

**VII. Term of Contract** is amended as follows:

Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to Receiving Agency. This contract begins on February 1, 2011 and terminates on August 28, 2013.

By their signatures below, the parties to the Contract evidence their agreement to the provisions set forth in this Amendment. Except as specifically provided in this Amendment, all other provisions of the Contract are hereby acknowledged and confirmed as set forth on the original Contract.

This Amendment is made effective once executed both parties below.

CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY

TEXAS TRANSPORTATION  
INSTITUTE

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

\_\_\_\_\_  
Dennis L. Christiansen, PhD, P.E.  
Agency Director

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

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

# Attachment A: Scope of Work

## Task 6. Performance Monitoring and Evaluation

### Task 6.1. INRIX Data Processing

TTI will process one-minute disaggregated speed information using a private sector dataset purchased by CTRMA. The dataset represents travel speeds that were observed from September to November 2011 on a variety of major highways and arterials in the Austin region. Specifically, this task will incorporate the following steps for data assessment:

- Conflate and segment the network – connect the speed data to the existing established roadway network segments as defined by the TxDOT highway network and look-up tables from the Austin Traffic Management Center.
- Aggregate one-minute speed data up to 15-minute intervals for instances when statistical significance cannot be obtained.
- Link speeds to vehicular volume data using information collected from TxDOT’s annual average daily traffic (AADT) counts, the local ITS infrastructure, and other sources.
- Derive distributions of travel speeds using VMT-weighted data.

The processing of speed data will support the evaluation of the MoPac Improvement Project and the HERO program.

*Deliverable:* Technical memorandum assessing the applicability of private sector data to performance measurement data requirements, and providing recommendations for additional acquisition of data for evaluations of the Mopac Improvement Project and HERO.

### Task 6.2. MoPac Improvement Project Evaluation

TTI will provide technical expertise in the application of INRIX data to performance measures for the MoPac Improvement Project in order to evaluate corridor performance before, during and after construction. Using the January 2012 Performance Measures Primer (attached) as the basis, TTI will assess the applicability of September to November 2011 INRIX data to the performance measures defined in the Primer. The assessment will address the following:

- For each performance measure described in the primer, assess the feasibility of INRIX data to calculate the measure, including an identification of any issues related to data collection frequency (continuous or periodic sampling), coverage, granularity, and data reporting frequency.
- Identification of supplemental data needs to calculate performance measures identified in the primer.
- Identification of new measures not currently captured in the primer, specifically those related to performance of parallel arterials and Cesar Chavez/5<sup>th</sup> Street operations.

*Deliverable:* Technical memorandum documenting applicability of INRIX data to performance evaluation of the MoPac Improvement Project, including additional data needs and measures.



## **Performance Measures for the MoPac Improvement Project**

*Primer of Performance Measures and Related Data Elements*

The scope of this primer is to outline the potential data elements that may be necessary to assess the performance of the MoPac Improvement Project in meeting the stated goals of the facility. Each goal is broken down into suggested performance measures with defined data elements required to conduct an evaluation. Most of the performance measures use inputs that are derivatives of basic data elements, such as speed, volume, and travel time. Within the description of each performance measure is a discussion on the possible data collection methodologies, the infrastructure necessary to collect data, and the analysis procedures to assess the performance. The level of involvement – rated as low, medium, or high involvement – is interpreted as the general level of resources necessary to provide specific measures.

In summary, the goals and performance measures for the MoPac Improvement Project are:

**Goal #1: The MoPac Improvement Project (MIP) needs to improve travel reliability in the Express Lanes, especially for transit and emergency vehicles.**

**Performance Measures:**

- 1. Transit Schedule Reliability**
- 2. Emergency Vehicle Response**
- 3. Buffer Index (BI)**
- 4. Planning Time Index (PTI)**
- 5. Days per Month Below Speed Threshold**

**Goal #2: The MoPac Improvement Project needs to be financially sustainable, by covering debt service and operations and maintenance costs.**

**Performance Measures:**

- 1. Monthly Revenue**
- 2. Ratio of Actual to Forecast Revenue**
- 3. Violation Rate**
- 4. Cost of Operation**

**Goal #3: The MoPac Improvement Project should maximize person throughput throughout the corridor.**

**Performance Measure:**

- 1. Person Throughput**

**Goal #4: The operation of the MoPac Improvement Project needs to be understood and accepted by the public, including frequent and infrequent users from surrounding communities.**

**Performance Measures:**

- 1. Customer Satisfaction Rating**
- 2. Number of Complaints**

**Goal #5: The MoPac Improvement Project should have improved and reliable incident management response times for both the express and general purpose lanes.**

**Performance Measure:**

- 1. Incident Clearance Time**

Where applicable, the MoPac Improvement Project will be evaluated by tolling zone for the subject areas that can be properly assessed using data derived from the infrastructure. If the infrastructure is not capable of providing reliable data on a zone-specific level, the entire corridor will be assessed instead. The ITS infrastructure will have to be reviewed separately to examine whether sufficient

coverage exists to support the use of operational performance measures to automatically trigger changes (TxDOT Research 0-6396 <http://tti.tamu.edu/publications/catalog/record/?id=34982>).

The two tolling zones for the MoPac corridor are logical starting points for analysis sections:

- Parmer Lane to RM 2222
- RM 2222 to Cesar Chavez Street

However, the northern section may require further segmentation to isolate the effects of traffic loading and off-loading at US 183N.

### **Goal #1: The MoPac Improvement Project (MIP) needs to improve travel reliability in the Express Lanes, especially for transit and emergency vehicles.**

The performance measures under this goal are:

1. Transit Schedule Reliability
2. Emergency Vehicle Response
3. Buffer Index (BI)
4. Planning Time Index (PTI)
5. Days per Month Below Speed Threshold

#### **Transit Schedule Reliability**

*Target: Transit routes that operate on the MoPac corridor should have an on-time schedule performance, or schedule adherence, of 95% or greater.*

On-time reliability for transit services, from a user perspective, can be measured best by evaluating the percentages of on-time arrivals and departures by transit stop. On-time performance can be evaluated by individual routes or by considering an entire system, however, considering reliability by route is preferred to assess what specific routes in a system are the most degraded in terms of service quality. The definition of an on-time arrival is when the actual occurrence of a transit stop is within the range of 2 minutes early to 5 minutes late compared to the time announced on the transit schedule. The extent of the range may vary by transit agency and mode of service. According to the latest data provided for October 2011 service, Capital Metro reported a system-wide on-time performance average of roughly 90%.

- **Data Collection (Low Involvement):** Capital Metro currently collects and publically reports on-time performance measures on a monthly basis by service provider (e.g. Star Transit, Veolia, First Transit, MetroAccess). Specific data by routes and stops is not publically available, likely because the sample size is too low to report statistically significant values. At least 100 observations are needed per route per month to make a valid statistic.
- **Infrastructure (Medium Involvement):** Reliability can be measured either by having fleet supervisors conduct random checks at bus stops throughout the operating day, having observers sit and record arrival times at select stops, or using GPS technology to map position and time data.
- **Analysis (Low Involvement):** The data analysis process is not intensive beyond compiling recorded observations or assessing GPS data. GPS data can be reviewed by considering heading (traveling in a specific direction for a route), location (latitude and longitude), and time. The values for latitude and longitude can be used to create a buffer to select the records for analysis that are near or at a bus stop.

## Emergency Vehicle Response

*Target: The percent of emergency vehicle trips responding to an incident that arrive within a 10-minute interval is greater than 90% of all trips using the MoPac corridor.*

The City of Austin assesses the performance of their emergency medical services, in part, by calculating the response time of vehicles that are traveling to an incident. A 90% threshold for trips responding within a 10-minute window was established by the City of Austin when undergoing the budgeting process for fiscal year 2012.

- **Data Collection (Medium Involvement):** Data collection is primarily dependent upon cataloguing the incident and vehicle travel record logs. The incident logs should indicate as variables the time of the original call to the service center and the time that the vehicle arrived at the scene. Reporting accuracy by officials may be prone to error due to a tendency to mistake actual times. Another potential methodology may be to incorporate GPS devices to record start and end times for each trip, and to define the difference between times as the response time. In GPS instrumentation is used, additional consideration should be taken to create a process that will properly determine the correct start and end times for each trip.
- **Infrastructure (Low Involvement):** Infrastructure is minimal unless advanced GPS equipment is used to monitor vehicle movement in detail, which would include personnel and instrumentation costs.
- **Analysis (Medium Involvement):** The analysis is limited if the data collection methodology is primarily dependent upon incident logs, but additional scrutiny may be required to ensure data accuracy. A GPS-based approach may require the segmentation of trip data within a GIS-based environment to quantify response times.

## Buffer Index

*Target: The managed lanes need to have a buffer index of 10% or less.*

The buffer index (BI) is a measure of travel reliability that can account for the variations with the distribution of travel times due to non-recurrent congestion. Traffic incidents, crashes, and the weather all account as causes of non-recurrent congestion. The BI is equivalent to the extra time travelers must add to their average travel time when planning trips. Specifically, the BI is defined as the ratio of the difference between the 95<sup>th</sup> percentile and average travel times to the average travel time. In summary, the computation of the BI can be explained in the following equation:

*For a specific road section and time period :*

$$\text{Buffer index (\%)} = \frac{\begin{array}{c} 95^{\text{th}} \text{ percentile travel time} \\ \text{(minutes)} \end{array} - \begin{array}{c} \text{average travel time} \\ \text{(minutes)} \end{array}}{\begin{array}{c} \text{average travel time} \\ \text{(minutes)} \end{array}}$$

- **Data Collection (Medium Involvement, depending on method):** The BI is primarily reliant on the travel time data element as an input parameter. Data for reliability measures can be captured through four primary techniques:
  - direct observations from continuous vehicle probes,
  - estimation from point-based detectors,
  - conducting floating car runs, or
  - using estimated computer simulation.



To interpret BI as a corridor-based measure, volume data should be incorporated to weight the travel times by frequency of use. A continuous dataset is preferential to gather a large enough sample size, transcending time periods, to produce statistically valid measures. For example, gathering data from a continuously-operated TMC with embedded sensors would be preferential to conducting numerous floating vehicle travel time runs to establish a large, significantly valid dataset for analysis.

The locations to install infrastructure supporting time-based performance measures can be tiered into the following three approaches, ordered by level of investment:

- Minimum: Short-term corridor studies performed
  - Preferred: Corridor studies done with added intermediate waypoints. For the MoPac corridor, this could potentially be at the termini of the tolling zones (as indicated in the introduction).
  - Optimum: Studies performed by corridor, but multiple start and endpoints are added to correspond directly to ingress/egress points.
- **Infrastructure (Medium Involvement, depending on method):** There are tradeoffs associated with the various data collection techniques. Using a floating car methodology with manual counts (recording the start and stop times of a vehicle passing through a corridor) does not require the use of extensive technology, but can be intensive in manpower to achieve the statistical coverage. Field technology can achieve greater coverage (automatic license plate readers and Bluetooth sensors) but require capital expenses for equipment and ongoing operations costs. Private sector data may be able to offer aggregate values for the corridor and avoids capital and operating expenses to the agency, but the data do not have the granularity to assess lane-level operations (important for distinctions between express and general purpose lanes) due to GPS data accuracy.
  - **Analysis (Medium Involvement):** Calculating the BI will require some intermediate data analysis because the format of the data will likely be more detailed than what is needed for calculation. Probe data will need to be associated with roadway links and aggregated by specified time periods. Point-based detector data requires link-based travel times to be estimated for each time period of analysis. Quality assurance is also an important step to ensure data validity. The buffer index can be measured by length of the entire corridor to capture trip-based characteristics.

### Planning Time Index

*Target: The managed lanes need to have a planning time index of 1.05 or less.*

The planning time index (PTI) represents how much total time a traveler should allow for ensuring on-time arrival, as opposed to additional time represented from the BI. PTI is useful because it can be compared to the travel time index. The difference between the PTI and the travel time index is the use of the 95<sup>th</sup> percentile travel as opposed to the average travel time. The PTI is usually greater than the BI because the PTI is influenced more by non-recurrent congestion. Data can be aggregated by peak hour, peak time period, and daily time periods. The formal equation to compute the PTI is:

*For a specific route/trip and time period :*

$$\text{Planning time index (no units)} = \frac{\text{95}^{\text{th}} \text{ percentile travel time}}{\text{free - flow travel time}}$$

- **Data Collection (Medium Involvement):** Data collection procedures are similar to those used for the buffer index.
- **Infrastructure (Medium Involvement):** Infrastructure requirements are similar to those used for the buffer index.
- **Analysis (Medium Involvement):** Analysis procedures are similar to the buffer index. Once the distribution of travel times is established for a segment, corridor, or system, the PTI equation can be applied. The planning time index can be measured by length of the entire corridor to capture trip-based characteristics.

### Days per Month below Speed Threshold

*Target: The speed in the managed lanes should not fall below 50 mph for a time period of greater than 15 minutes. The speed threshold should not be breached for more than one day during a month of operation.*

The concept of assessing the number of days per month operating below a set speed threshold is meant to capture a measure of travel reliability that is more readily understood by the traveling public. It can be easier to grasp the notion of days of unsatisfactory performance, as opposed to a dimensionless buffer or planning time index. This measure can be best captured through aggregating data by tolling zone to evaluate where degradation exists in the corridor.

*Required Basic Data Elements: Speed*

- **Data Collection (Medium Involvement):** The data collection effort would require collecting a series of travel speeds for a longitudinal time period.
- **Infrastructure (Medium Involvement):** The use of spot speed studies may not require intensive infrastructure, but the approach may not yield a large dataset that can have observations during all time periods. Preferably, embedded sensors in the facility can continuously capture and catalog speed data.
- **Analysis (Low Involvement):** The analysis of data would necessitate the averaging of speed by 5 or 15-minute intervals for all the days of operation in a month.

### Goal #2: The MoPac Improvement Project needs to be financially sustainable, by covering debt service and operations and maintenance costs.

The performance measures under this goal are:

1. Monthly Revenue
2. Ratio of actual to forecast revenue
3. Violation Rate
4. Cost of Operation

#### Monthly Revenue

*Target: The monthly revenue for the MoPac Improvement Project should be greater than the total costs on a monthly basis.*

Monthly revenue is a basic performance measure that can be used in an assessment of financial sustainability. Revenue reports can be used over time to evaluate the utilization of a tolled facility as well as the functionality of a toll collection system.

- **Data Collection (Low Involvement):** The data collection process used to determine monthly revenue is relatively simple and is usually based on the output of a standard back office for a tolling operation. Data can be aggregated by month, day, week, time period, and direction of travel.

- **Infrastructure (Low Involvement):** No additional infrastructure is needed beyond what is already in place to principally collect toll revenue.
- **Analysis (Low Involvement):** The costs to support data analysis are dependent upon the time for manpower to extract and compile the appropriate records. Monthly revenue can either be reported as a representative figure for the entire corridor or by tolling segment, which in the case of MoPac can be the two tolling segments that are delineated by RM 2222.

### Ratio of Actual to Forecast Revenue

*Target: The ratio of actual to forecast revenue for the MoPac Improvement Project should be greater than 1.0.*

A measure of financial forecast accuracy can be captured by evaluating the ratio of actual to forecast revenue. If a project exceeds revenue projections, the value of the ratio will be higher than 1.0 and a project that does not meet expectations will have a ratio of less than 1.0.

- **Data Collection (Low Involvement):** The data collection process for actual to forecast revenue ratios is essentially the same as collecting revenue data, in addition to incorporating revenue forecasts for future fiscal years.
- **Infrastructure (Low Involvement):** No additional infrastructure is needed beyond what is already in place to principally collect toll revenue.
- **Analysis (Low Involvement):** The costs to support data analysis are dependent upon the time for manpower to extract and compile the appropriate records.

### Violation Rate

*Target: The toll violation rate for the MoPac Improvement Project should be less than 10%.*

The toll violation rate is one measure that assesses the effectiveness of a tolled facility to collect revenue. A facility that has a high compliance rate amongst users will tend to have a lower violation rate because users would be more apt to equip their vehicles with transponders and follow toll regulations. The lower the violation rate, the higher the probability that the tolled facility will be financially sustainable and be able to meet its debt service requirements along with operations and maintenance costs.

- **Data Collection (Low Involvement):** The data collection process used to determine the violation rate is relatively simple and is usually based on the output of a standard back office for a tolling operation. Data can be aggregated by month, day, week, time period, and direction of travel.
- **Infrastructure (Low Involvement):** No additional infrastructure is needed beyond what is already in place to collect toll revenue. Since the MoPac Express Lanes are expected to be separated from the general purpose lanes with a physical pylon buffer, the access between the express and general purpose lanes will be fairly limited. Therefore, violation can either be reported by tolling segment (which would result in two values for each direction of travel) or for the entire length of the corridor.
- **Analysis (Low Involvement):** The costs to support data analysis are dependent upon the time for manpower to extract and compile the appropriate records.

### Cost of Operation

*Target: The annual operation and maintenance costs to support the MoPac improvement project should not be greater than annual revenue.*

The operation cost for a tolled facility is a component measure that can be used to assess financial feasibility for a project. Operation costs are typically inclusive of the maintenance and operations costs, outside of debt service, used to support a facility.

- **Data Collection (Low Involvement):** Information on the cost of operations can be retrieved from the receipts of services paid and rendered from the comptroller's office.
- **Infrastructure (Low Involvement):** No infrastructure is needed for this measure, beyond what capability exists in the comptroller's office.
- **Analysis (Low Involvement):** No detailed analysis is needed beyond typical quarterly or annual reports as required by a board of directors from an authority.

### **Goal #3: The MoPac Improvement Project should maximize person throughput throughout the corridor.**

The performance measure under this goal is person throughput.

#### **Person Throughput**

*Target: The person throughput in the managed lanes needs to be less than an average of 5,700 per day.*

Person throughput is a measure of performance that assesses, as a whole, the number of people served by a facility or a system regardless of particular travel mode used. The measure is commonly calculated by conducting vehicle occupancy counts to gather a sample of the number of passengers per vehicle per mode (since knowing the number of all the passengers within a vehicle is limited by currently applied technology) and multiplying that figure by the number of vehicles by detected mode. People riding transit are usually counted by factoring the number of detected transit vehicles by the average ridership per route, typically given in an operations report.

- **Data Collection (Medium Involvement):** Data collection is dependent upon the ability to count the number of people and vehicles traveling through a corridor. The only common source to collect vehicle person occupancy data is from manual observation, no commercially available equipment or third parties currently provide data. Factors that can complicate the collection of vehicle occupancy data include window tinting, sun angles, vehicle height, vehicle speed, and ability to see passengers in the back seat.
- **Infrastructure (High Involvement):** Vehicle occupancy counts are necessary to measure person throughput for a facility, which would include program support of time for physical observers to record observations. Periodic observations can be made during peak time periods of different days within the same week or month (a minimal approach). Additional data collection can be done to capture a 24-hour continuous operation cycle (an optimum approach). The preferred timeframe to collect vehicle occupancy data would be to conduct visual counts for multiple time periods. Information on vanpools can be summated from operation reports, whether using either monthly or quarterly aggregated data. Gathering basic vehicle detection information would be the same as collecting other vehicle occupancy-based data elements. In the case of MoPac, only two locations for vehicle occupancy counts are needed because movement between the express and general purpose lanes is fairly restrictive, except for an ingress/egress point at RM 2222. The two locations should include one that is south of RM 2222 and one that is north of RM 2222 – to capture the two different toll segments.
- **Analysis (Medium Involvement):** The analysis to compute a person throughput measure would be centered on the process of factoring vehicle occupancy counts by designated mode (e.g. SOV, HOV, vanpool, transit) by the volume detected for each mode. This measure can be assessed by length of the entire corridor to capture macro-level traveler characteristics.

#### **Goal #4: The operation of the MoPac Improvement Project needs to be understood and accepted by the public, including frequent and infrequent users from surrounding communities.**

The performance measures under this goal are:

1. Customer Satisfaction Rating
2. Number of Complaints

##### **Customer Satisfaction Rating**

*Target: The customer satisfaction rating from users of the MoPac Improvement Project should have an 85% or higher approval rating.*

The satisfaction rating as deemed from users of the facility is a good measure of assessing public acceptance. The rating enables agencies to effectively evaluate the degree of acceptance from the public, which can often be hard to quantitate personal opinion into a value.

- **Data Collection (Medium Involvement):** The data collection method most commonly applied to measure customer satisfaction is the survey. In the case of the MoPac Improvement Project, a survey may either be mailed directly to user addresses (either to all or some individuals in a location, or using the toll transaction registry) or advertised and posted on an internet address.
- **Infrastructure (Medium Involvement):** The infrastructure required to support the measure has to either be suitable to handle either large volumes of mail (if the survey is physical and returned), or electronic server space (if the survey is web-based).
- **Analysis (Medium Involvement):** The level of analysis is dependent upon the capability to enter survey responses either by hand or through an electronic system.

##### **Number of Complaints**

*Target: The number of complaints for the MoPac Improvement Project should not come from more than 10% of the total users of the project.*

The number of complaints registered with the operator of the MoPac Improvement Project is a fairly broad measure of assessing customer satisfaction, which compares the number of discontented users to total users.

- **Data Collection (Low Involvement):** The data collection techniques used to measure the number of complaints may include either issuing a paper-based or web-based survey. The survey would be available to the public as a means to allow users to voice their concerns to the operator.
- **Infrastructure (Low Involvement):** The infrastructure to support the measure has to either be suitable to handle either large volumes of mail (if the survey is physical and returned), or electronic server space (if the survey is web-based).
- **Analysis (Low Involvement):** The level of analysis is minimal, and only the raw number of complaints needs to be counted and reported.

#### **Goal #5: The MoPac Improvement Project should have improved and reliable incident management response times for both the express and general purpose lanes.**

The performance measure under this goal is incident clearance time.

##### **Incident Clearance Time**

*Target: The average incident clearance time in the corridor needs to be less than 20 minutes for property damage only incidents and 40 minutes for incidents with reported injuries (excluding fatalities).*

The incident clearance time is defined as the amount of time from when an incident for an inoperable vehicle (or debris) is first reported until the vehicle is removed from the scene and traffic is permitted to flow freely.

- **Data Collection (Medium Involvement):** Sources of data to determine the incident clearance time include: manual aggregation of incident records (for start and end time variables), reporting from an automated function of a TMC, and purchased reports from a third party vendor. The costs to collect and validate data are dependent upon the amount of manpower used to determine the appropriate records for analysis and to extract information. Certain incident records may be erroneous or lacking significant detail, potentially requiring more time for validation. Data can be aggregated by specific timeframe; potentially bounded by peak time period (minimal approach), multiple time periods (preferred approach), or on a continuous 24-hour cycle (optimum approach).
- **Infrastructure (Low Involvement):** No major physical infrastructure is required.
- **Analysis (Medium Involvement):** Analysis is primarily dependent upon the ability to quantify key variables (the start and end time per individual incident) from the incident reports into a single dataset. If the information is missing or deficient from the records, additional manpower and resources may be required to compute the incident response times. The time to check for data quality may be considerable. Crash rates can also be shown by vehicle class and time period. Special data aggregation can be done to show performance under certain operating rules (e.g. time period for 50% discount for HOV-2).

**ATTACHMENT B: Fee Estimate**

<b>Task Description</b>	<b>Fee</b>
INRIX Data Processing	\$20,500
MoPac Improvement Project Evaluation	\$17,000
<b>TOTAL</b>	<b>\$37,500</b>



**CENTRAL TEXAS  
Regional Mobility Authority**

**AGENDA ITEM #8 SUMMARY**

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Approve an advance funding agreement with the Texas Department of Transportation for a pilot program to study revenue-neutral variable pricing strategies on 183A to reduce downstream congestion.

Strategic Plan Relevance:	Regional Mobility
Department:	Operations
Associated Costs:	\$1,525,530
Funding Source:	\$305,106 from the Mobility Authority; \$1,220,424 reimbursed with Value Pricing Pilot Program (VPPP) funds.
Board Action Required:	Yes

Description of Matter: The federal Department of Transportation (USDOT) issued a Call for Projects for FY 2010-2011 under the Value Pricing Pilot Program (VPPP). In response, the Mobility Authority prepared and submitted an application for 183A Downstream Impacts. The Mobility Authority's application was reviewed and evaluated by USDOT and the Project was selected as one of the projects to be funded. The Texas Transportation Commission issued Minute Order Number 110916 at its January 2012 meeting, authorizing the Mobility Authority to enter into an Advanced Funding Agreement (AFA) with TxDOT for implementation and oversight of this Program. The proposed AFA is included with this backup material.

The program includes five specific overlapping tasks scheduled to occur over approximately a two and one-half year period. The tasks are as follows:

Task 1: Stated Preference Survey

Task 2: Origin and Destination Study



Task 3: Network Modeling

Task 4: Field Trial (six months)

Task 5: Final Recommendation

Included within each task is a go\ no go evaluation. A decision to proceed with the pilot project will be dependent on specific criteria within each task.

Task 4 includes a Field Trial which will require a change in the tolling rates and structure for a period of six months. The Board will be fully updated on the project prior to the beginning of the Task 4 Field Trial. The Field Trial will not commence without a future Board approval of any proposed revenue-neutral toll rate changes.

Reference documentation:           Draft Resolution;  
  Draft Advanced Funding Agreement with TxDOT

Contact for further information: Tim Reilly, Director of Operations

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

**RESOLUTION NO. 12-\_\_**

**APPROVING AN ADVANCED FUNDING AGREEMENT WITH THE TEXAS  
DEPARTMENT OF TRANSPORTATION FOR A PILOT PROGRAM TO STUDY  
REVENUE-NEUTRAL VARIABLE PRICING STRATEGIES ON 183A  
TO REDUCE DOWNSTREAM CONGESTION.**

WHEREAS, the Texas Transportation Commission issued Minute Order Number 110916 at its January 2012 meeting, authorizing the Mobility Authority to enter into an advanced funding agreement (AFA) with TxDOT for a pilot program to study revenue-neutral variable pricing strategies on 183A to reduce downstream congestion; and

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

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

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

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

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29<sup>th</sup> day of August, 2012.

Submitted and reviewed by:

Approved:

\_\_\_\_\_  
Andrew Martin  
General Counsel for the Central  
Texas Regional Mobility Authority

\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number: 12-\_\_  
Date Passed: 08/29/2012

**EXHIBIT 1 TO RESOLUTION 12-**  
**PROPOSED ADVANCED FUNDING AGREEMENT WITH TxDOT**

**[on the following 11 pages]**

**STATE OF TEXAS**       §  
**COUNTY OF TRAVIS**   §

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

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

**BACKGROUND**

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

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

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

**AGREEMENT**

**1 Period of the Agreement**

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

**2 Scope of Work**

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

**3 Local Project Sources and Uses of Funds**

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

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

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

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

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

#### 4 Termination

This agreement may be terminated:

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

#### 5 Amendments

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

#### 6 Remedies

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

#### 7 Notices

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

<b>State of Texas:</b> Texas Department of Transportation Attention: Director of Contract Services 125 East 11 <sup>th</sup> Street Austin, Texas 78701	<b>Local Government:</b> Central Texas Regional Mobility Authority Attention: Executive Director 301 Congress Avenue, Suite 650 Austin, TX 78701
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All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

#### 8 Legal Construction

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

#### 9 Responsibilities of the Parties

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

## **10 Ownership of Documents**

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

## **11 Compliance with Laws**

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

## **12 Sole Agreement**

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

## **13 Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

## **14 Procurement and Property Management Standards**

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

## **15 Inspection of Books and Records**

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

## **16 Civil Rights Compliance**

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

## **17 Disadvantaged Business Enterprise (DBE) Program Requirements**

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

services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

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

## 18 Debarment Certifications

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

## 19 Lobbying Certification

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

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



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

## **20 Federal Funding Accountability and Transparency Act Requirements**

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

## **21 Single Audit Report**

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

CSJ # 0914-00-348  
District # Austin-14  
Code Chart 64 # 60432  
Project: VPPP: 183A Downstream Impacts  
Federal Highway Administration  
CFDA # 20.200  
Not Research and Development

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

**22 Signatory Warranty**

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

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

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

By \_\_\_\_\_ Date \_\_\_\_\_  
Mike Heiligenstein  
Executive Director

**FOR THE STATE OF TEXAS**

By \_\_\_\_\_ Date \_\_\_\_\_  
Janice Mullenix  
Director of Contract Services

CSJ # 0914-00-348  
District # Austin-14  
Code Chart 64 # 60432  
Project: VPPP: 183A Downstream Impacts  
Federal Highway Administration  
CFDA # 20.200  
Not Research and Development

**ATTACHMENT A  
RESOLUTION OR ORDINANCE**

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

## **ATTACHMENT B SCOPE OF WORK**

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The Local Government shall implement a pilot to study the feasibility and merits of converting the existing flat toll price on the 183A Toll Road to a variable (or time-of-day) pricing strategy to improve downstream congestion while remaining revenue-neutral. The Local Government has identified several “Go / No-Go” decision points within the project to assess the likelihood of success of the project to achieve its goals. If for any reason, the Local Government decides to No-Go, (stop the pilot project), all project costs up to the time of the No-Go decision, will be reimbursed at 80% of the expended costs. Any No-Go decision will not be arbitrary, rather based on professional opinion of the data available at the time of the decision point.

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

### **Task 1: Stated Preference Survey**

The Local Government shall perform a detailed customer survey that will seek to identify how many current and potential users have flexible schedules and could possibly adjust their travel times. The study will determine the differential in toll prices required to influence driver behavior. The study will continue if the survey determines that a sufficient number of current or potential customers that have the ability to change their travel times to affect a measureable change in peak period traffic and that a reasonable differential in the toll price can achieve the change. However, a No-Go decision may be made that will stop the project if the survey clearly determines that insufficient current and potential customers have flexible travel times to affect a measureable change in the peak period traffic or the required differential in toll prices necessary to create change in driver behavior is unachievable.

- Estimated Cost: \$376,500
- Deliverables: Within six (6) months from NTP, the Local Government shall deliver the results of the Stated Preference Survey and the accompanying Go/No-Go evaluation. Throughout the duration of the project, the Local Government shall provide monthly work progress reports on the progress of work that corresponds to project charges being billed the same month.

### **Task 2: Origin & Destination Study (O&D)**

The Local Government shall perform a study to determine if a sufficient number of 183A customers also travel on US-183 and MoPac/Loop 1 to measurably impact downstream congestion. The study will continue if the O&D study produces positive results and there is a positive outcome of the Stated Preference Survey as indicated above. However, a No-Go decision may be made that will stop the project if the O&D study clearly indicates that an insufficient number of 183A drivers travel on US-183 and MoPac/Loop 1 to measurably impact downstream congestion.

- Estimated Cost: \$210,000
- Deliverables: Within nine (9) months from NTP, the Local Government shall deliver the results of the Origin and Destination Study and the accompanying Go/No-Go evaluation, part of which will be completed current with Task 1 above. Throughout the duration of the project, the Local Government shall provide monthly work progress reports on the progress of work that corresponds to project charges being billed the same month.

### **Task 3: Network Modeling**

The Local Government shall perform Network Modeling to examine the potential outcomes of variable toll pricing on the 183A Toll Road. Results will be used to derive the toll levels to test and to determine the most effective stakeholder communication/public education strategies to promote acceptance of a pilot implementation of the new pricing scheme. The toll pricing structure must be revenue neutral at a price that is acceptable to the Local Government and its traffic and revenue consultant for meeting financial obligations. The Local Government will conduct an evaluation of the toll pricing structure versus the ability to meet financial obligations. If the result is positive then the project will continue. If the result is negative then a No-Go decision may be made that will stop the project.

- Estimated Cost: \$249,000
- Deliverables: Within thirteen (13) months from NTP, the Local Government shall deliver the results of the Network Modeling / Pricing Study and the accompanying Go/No-Go evaluation. Throughout the duration of the project, the Local Government shall provide monthly work progress reports on the progress of work that corresponds to project charges being billed the same month.

### **Task 4: Field Trial**

The Local Government will implement a six-month minimum Field Trial of the new variable pricing structure (peak/off-peak) with ongoing monitoring of travel behavior and traffic volumes. Monitoring of traffic and revenue will occur on the 183A Toll Road and traffic will be monitored on US-183 and MoPac/Loop 1. During the trial, the revenue generated must be revenue neutral or slightly positive compared to pre-trial figures, or a decision may be made to adjust the tolls or discontinue the six-month field trial. When sufficient data is collected, the Local Government will perform an evaluative analysis to determine: how motivated existing and proposed users of the 183A Toll Road are in taking advantage of price incentives; change in traffic on US-183 and MoPac/Loop1 as a result of the change in toll pricing on upstream 183A; potential mitigating strategies to improve results if the project appears feasible.

- Estimated Cost: \$548,015
- Deliverables: Within twenty-five (25) months from NTP, the Local Government shall deliver the results of the Value Pricing Field Trial and the accompanying Go/No-Go evaluation. Throughout the duration of the project, the Local Government shall provide monthly work progress reports on the progress of work that corresponds to project charges being billed the same month.

### **Task 5: Recommendation**

Upon conclusion of the field trial, a recommendation shall be presented to the CTRMA Board of Directors as to whether the pilot variable pricing structure for 183A will be made permanent. The insights derived from the pilot project will not only provide the necessary evaluation for possible implementation of a new variable pricing structure on the 183A Toll Road, but will also provide information that may warrant investigation of this approach on other tolled facilities in Austin and other metropolitan areas.

- Estimated Cost: \$142,015
- Deliverables: Within twenty-nine (29) months from NTP, the Local Government shall complete the evaluation process; provide documentation of the evaluation and present a recommendation to the CTRMA Board of Directors regarding the continuation of variable priced tolling for 183A. Throughout the duration of the project, the Local Government shall provide monthly work progress reports on the progress of work that corresponds to project charges being billed the same month.

**ATTACHMENT C  
 PROJECT BUDGET ESTIMATE**

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

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

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Value Pricing Pilot Program (by Local Government)	\$1,525,530	80%	\$1,220,424	0%	\$0	20%	\$305,106
Direct State Costs	\$0	0%	\$0	0%	\$0	0%	\$0
Indirect State Costs	\$0	0%	\$0	0%	\$0	0%	\$0
<b>TOTAL</b>	<b>\$1,525,530</b>	<b>80%</b>	<b>\$1,220,424</b>	<b>0%</b>	<b>\$0</b>	<b>20%</b>	<b>\$305,106</b>

Payment by the Local Government to the State \$0

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

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



**CENTRAL TEXAS  
Regional Mobility Authority**

## AGENDA ITEM #9 SUMMARY

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Approve new work authorizations for existing vendors HNTB Corporation, MSX International, Inc., Stantec Consulting Services, Inc., and Telvent USA Corporation to conduct a pilot program to study time-of-day variable pricing strategies on 183A to reduce downstream congestion.

Strategic Plan Relevance: Regional Mobility

Department: Operations

Associated Costs: \$1,525,530

Funding Source: \$305,106 from the Mobility Authority;  
\$1,220,424 reimbursed with Value Pricing Pilot Program (VPPP) funds.

Board Action Required: Yes

Description of Matter: To implement the 183A Downstream Impacts Program under Value Pricing Pilot Program (VPPP) as contemplated by the advance funding agreement with the Texas Department of Transportation, the Mobility Authority will require services from its current consultants HNTB Corporation, MSX International, Inc., Stantec Consulting Services, Inc., and Telvent USA Corporation. These services include general project oversight, oversight of local government project procedures requirements, baseline data collection and monitoring, field trials, network modeling, final analysis, and public outreach activities.

The services will be provided through work authorizations or similar agreements, and are within the scope of services established by each consultant's existing contract procured under the Mobility Authority's procurement policies and procedures.

Reference documentation: Draft Resolution; Table of Anticipated Fee Allocations

Contact for further information: Tim Reilly, Director of Operations

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

**RESOLUTION NO. 12-\_\_\_**

**APPROVING NEW WORK AUTHORIZATIONS FOR EXISTING VENDORS HNTB CORPORATION, MSX INTERNATIONAL, INC., STANTEC CONSULTING SERVICES, INC., AND TELVENT USA CORPORATION TO CONDUCT A PILOT PROGRAM TO STUDY REVENUE-NEUTRAL VARIABLE PRICING STRATEGIES ON 183A TO REDUCE DOWNSTREAM CONGESTION.**

WHEREAS, HNTB Corporation (“HNTB”) serves as a general engineering consultant to the Mobility Authority under the Agreement for General Consulting Civil Engineering Services effective January 1, 2010 (the “GEC Agreement”); and

WHEREAS, MSX International, Inc. (“MSX”) serves as a general systems consultant to the Mobility Authority under the Agreement for General Systems Consultant Services effective April 1, 2011 (the “MSX Agreement”); and

WHEREAS, Stantec Consulting Services, Inc. (“Stantec”) serves as a general systems consultant to the Mobility Authority under the Professional Consulting Services Agreement effective June 1, 2007 (the “Stantec Agreement”); and

WHEREAS, Telvent USA Corporation, f/k/a Caseta Technologies, Inc. (“Telvent”) serves as the vendor who designs, installs, and maintains the Mobility Authority toll collection systems under that certain Contract for Toll System Implementation effective April 27, 2005 (the “Telvent Contract”); and

WHEREAS, the Mobility Authority has obtained funding to undertake and conduct a pilot program to study revenue-neutral variable pricing strategies on 183A to reduce downstream congestion, referred to as the variable pricing pilot program, or “VPPP”, and

WHEREAS, HNTB, MSX, Stantec, and Telvent (collectively, the “Consultants”) are qualified to provide the professional services needed to conduct the VPPP, and the proposed services are within the scope of services previously established by each firm’s respective contract with the Mobility Authority; and

WHEREAS, the Executive Director and the Consultants have agreed in principle to new work authorizations or similar agreements to provide the professional services needed by the Mobility Authority to conduct the VPPP, at a cost not to exceed the respective amounts shown on the allocated work authorization payments table attached as Exhibit 1; and

WHEREAS, the Executive Director recommends using the Consultants to conduct the VPPP.



NOW THEREFORE, BE IT RESOLVED that the Executive Director is hereby authorized to negotiate and execute for the Mobility Authority appropriate work authorizations or similar agreements under the GEC Agreement, MSX Agreement, Stantec Agreement, and Telvent Contract as necessary or desirable to conduct the VPPP, provided that no such work authorization or similar agreement shall provide compensation that exceeds the maximum allowable payment to a Consultant established by Exhibit 1.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29<sup>th</sup> day of August, 2012.

Submitted and reviewed by:

Approved:

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Andrew Martin  
General Counsel for the Central  
Texas Regional Mobility Authority

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Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number: 12-  
Date Passed: 08/29/2012

**EXHIBIT 1 TO RESOLUTION 12-**  
**ALLOCATED WORK AUTHORIZATION PAYMENTS TABLE**

**[on the following 1 page]**

**REVISED**

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

**RESOLUTION NO. 12-056**

**APPROVING NEW WORK AUTHORIZATIONS WITH EXISTING VENDORS TO  
CONDUCT A PILOT PROGRAM TO STUDY REVENUE-NEUTRAL VARIABLE  
PRICING STRATEGIES ON 183A TO REDUCE DOWNSTREAM CONGESTION.**

WHEREAS, the Mobility Authority has obtained funding to undertake and conduct a pilot program to study revenue-neutral variable pricing strategies on 183A to reduce downstream congestion, referred to as the variable pricing pilot program, or “VPPP;” and

WHEREAS, the Mobility Authority has contracts with existing vendors including HNTB Corporation, MSX International, Inc., Stantec Consulting Services, Inc., Telvent USA Corporation, and other existing vendors (collectively, the “Consultants”) qualified to provide the professional services needed to conduct the VPPP, and the proposed services are within the scope of services previously established by the Consultant’s respective contracts with the Mobility Authority; and

WHEREAS, the Executive Director and the appropriate Consultants will use new work authorizations or similar agreements to establish the cost and scope of services needed to conduct the VPPP, at a total cost not to exceed \$1,525,530, the estimated total cost of the VPPP as set forth in the “*Non-Construction Advance Funding Agreement Value Pricing Pilot Program*” between the Mobility Authority and the Texas Department of Transportation; and

WHEREAS, the Executive Director recommends using the Consultants to conduct the VPPP.

NOW THEREFORE, BE IT RESOLVED that the Executive Director is hereby authorized to negotiate and execute appropriate work authorizations or similar agreements under existing contracts with the Consultants as necessary or desirable to conduct the VPPP; provided, however, that the maximum cost to the Mobility Authority of conducting all phases of the VPPP to completion shall not exceed \$1,525,530.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29<sup>th</sup> day of August, 2012.

Submitted and reviewed by:

Approved:

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Andrew Martin  
General Counsel for the Central

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Ray A. Wilkerson  
Chairman, Board of Directors

Texas Regional Mobility Authority

Resolution Number: 12-056

Date Passed: 08/29/2012



**CENTRAL TEXAS  
Regional Mobility Authority**

## AGENDA ITEM #10 SUMMARY

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Approve an interlocal agreement authorized by the City of Austin relating to sound wall construction on city right of way for the MoPac Improvement Project.

Strategic Plan Relevance:	Regional Mobility
Department:	Engineering
Associated Costs:	component of MoPac Improvement Project costs
Funding Source:	Toll Equity Grant Funds
Board Action Required:	Yes

Description of Matter: Development of the MoPac Improvement Project will include sound walls to minimize traffic noise in abutting neighborhoods. Although most of the sound walls will be constructed within existing Loop 1 right-of-way, Sound Wall 3 will be located in City of Austin right-of-way for Great Northern Boulevard, on the east side of Loop 1 starting just north of Northland Drive (RM 2222) and continuing northward to Mohawk Road.

Staff for the Mobility Authority and the City of Austin negotiated an interlocal agreement that sets out the parties' respective obligations. The Mobility Authority (through its contractor) will build the sound wall in accordance with approved and agreed plans. After the sound wall is completed, the city will own and maintain the wall, and the Mobility Authority has no continuing obligations with respect to the wall or city right-of-way.

The agreement also obligates the Mobility Authority to plant trees in TxDOT right-of-way east of Loop 1 between Hancock Drive and Northland Drive to provide a buffer and screening that benefits the Austin Memorial Park Cemetery.

The agreement attached to the draft resolution has been approved by the Austin City Council and must also be approved by the Board to become effective.

Reference documentation: Draft Resolution; proposed interlocal agreement with the City of Austin

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

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

**RESOLUTION NO. 12-\_\_\_**

**APPROVE AN INTERLOCAL AGREEMENT AUTHORIZED BY THE CITY OF  
AUSTIN RELATING TO SOUND WALL CONSTRUCTION ON CITY RIGHT OF WAY  
FOR THE MOPAC IMPROVEMENT PROJECT.**

WHEREAS, development of the MoPac Improvement Project will include certain sound walls to minimize traffic noise in abutting neighborhood; and

WHEREAS, Sound Wall 3, as shown on the current plans for the Mopac Improvement Project, will be located within City of Austin right-of-way for Great Northern Boulevard, on the east side of Loop 1 starting just north of Northland Drive (RM 2222) and continuing northward to Mohawk Road; and

WHEREAS, staff for the Mobility Authority and the City of Austin have negotiated an interlocal agreement that sets out the parties' respective obligations with respect to Sound Wall 3 and other matters related to the MoPac Improvement Project; and

WHEREAS, the Austin City Council has approved the agreement attached as Exhibit 1; and

WHEREAS, the Executive Director recommends that the agreement attached as Exhibit 1 be approved by the Board.

NOW THEREFORE, BE IT RESOLVED that interlocal agreement attached as Exhibit 1 is hereby approved; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to execute the agreement in the form or substantially the form attached as Exhibit 1.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29<sup>th</sup> day of August, 2012.

Submitted and reviewed by:

Approved:

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Andrew Martin  
General Counsel for the Central  
Texas Regional Mobility Authority

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Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number: 12-\_\_\_  
Date Passed: 08/29/2012

**Exhibit 1**

**INTERLOCAL AGREEMENT FOR SOUND WALL 3**

**[on the following 6 pages]**



## **INTERLOCAL AGREEMENT**

**THIS INTERLOCAL AGREEMENT** (the “Agreement”) is made and entered into effective as of the \_\_\_ day of \_\_\_\_\_, 2012, by and between the CITY OF AUSTIN (the “City”) and the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (the “Mobility Authority”), political subdivisions of the State of Texas (collectively, the “Parties”).

### **WITNESSETH:**

**WHEREAS**, the City of Austin is a Texas home-rule municipal corporation, operating pursuant to the Austin City Charter adopted by its citizens; and

**WHEREAS**, the Mobility Authority is a regional mobility authority created pursuant to the request of Travis and Williamson Counties and operating pursuant to Chapter 370, Texas Transportation Code; and

**WHEREAS**, the Mobility Authority’s goals include improving mobility within Travis and Williamson counties, and to further that goal, the Mobility Authority has exercised its option pursuant to Section 228.0111 of the Texas Transportation Code to develop, construct, and operate a transportation project in the City of Austin, Travis County, along an 11-mile portion of Loop 1 (“MoPac”) between Parmer Lane and Cesar Chavez Street (the “MoPac Improvement Project,” or “Project”); and

**WHEREAS**, the City and the Mobility Authority have the authority under Chapter 791, Government Code, and Chapter 370, Transportation Code, to enter into this Agreement for the performance of governmental functions and services in connection with the construction by the Mobility Authority of a transportation project;

**WHEREAS**, the Texas Department of Transportation (“TxDOT”), in coordination with the Mobility Authority, is conducting an environmental study on the MoPac Improvement Project, and construction of sound walls along the project corridor has been considered as part of that study; and

**WHEREAS**, the Mobility Authority proposes to construct sound walls along the project corridor within TxDOT right-of-way, with those sound walls to be maintained by TxDOT in accordance with provisions of a project development agreement to be executed by the Mobility Authority and TxDOT before beginning construction of the Project; and

**WHEREAS**, the Mobility Authority has proposed construction of a sound wall (“Sound Wall 3”) immediately east of Loop 1 and the Union Pacific Railroad right-of-way in City right-of-way for Great Northern Boulevard, starting just north of Northland Drive (RM 2222) and continuing northward to Mohawk Road (the “ROW”); and

**WHEREAS**, construction of Sound Wall 3 in the ROW is supported by the City and by affected property owners, and will benefit citizens and residents of the City, particularly the residents east of Loop 1 where Sound Wall 3 will be constructed; and

**WHEREAS**, by Resolution No. 20111103-032, approved November 3, 2011, the Austin City Council approved construction of Sound Wall 3 in the ROW and authorized the City Manager to negotiate an appropriate agreement to construct Sound Wall 3 in the ROW; and

**WHEREAS**, the Parties agree it is mutually beneficial to set forth in this Agreement their respective obligations concerning the use of the ROW for Sound Wall 3.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained the undersigned Parties agree as follows:

### **A. FINDINGS**

**Recitals.** The recitals set forth above are incorporated herein for all purposes and are found by the Parties to be true and correct. It is further found and determined that the Parties have authorized and approved the Agreement by resolution adopted by their respective governing bodies, and that this Agreement will be in full force and effect when executed by both Parties.

### **B. ACTION**

1. **Obligations of the Mobility Authority.** (a) The Mobility Authority, acting through its contractor(s) and at its sole cost, shall construct Sound Wall 3 in the ROW generally as depicted in Exhibit A. The exact limits, location, and design of Sound Wall 3 within the ROW shall be determined in the discretion of the Mobility Authority and shall comply with applicable City of Austin regulatory and permitting requirements for construction located in the ROW, but shall in all events be generally consistent with the plans shown as Exhibit A. To the extent the Mobility Authority determines it is necessary or convenient in connection with the construction of Sound Wall 3, the Mobility Authority may remove or alter landscaping, paving, shrubbery and other vegetation, irrigation systems, and other improvements and natural features in the ROW near the proposed location of Sound Wall 3. Notwithstanding the foregoing, the Mobility Authority shall make reasonable efforts to protect and not remove or otherwise disturb any utility lines and related utility improvements in the ROW. With respect to any public property in the ROW that is damaged as a result of the construction of Sound Wall 3, including utility lines and related structures, the Mobility Authority shall restore or repair and place that property as nearly as practicable in the condition existing immediately prior to the damage caused by the construction.

(b) After the completion of the construction of Sound Wall 3 and any necessary restoration of utility lines and related structures or damaged public property, the Mobility Authority shall provide notice of such completion to the City. When all work has been completed in accordance with the plans and specifications approved by the City in accordance with applicable regulatory and permitting requirements, the City shall accept Sound Wall 3 for ownership and maintenance, and the Mobility Authority shall assign to the City its rights under any contractor's warranty provided to the Mobility Authority. After the notice required by this subparagraph is provided to the City, the Mobility Authority shall have no continuing duty or obligation to maintain, repair, or replace either Sound Wall 3 or any other improvement or natural feature in the ROW.

(c) The Mobility Authority, as a part of the Project and at its sole cost, agrees to plant trees in TxDOT right-of-way east of Loop 1 between Hancock Drive and Northland Drive to provide a buffer and screening that benefits the Austin Memorial Park Cemetery. The trees shall be planted in available and suitable space in TxDOT right-of-way, in accordance with a final landscaping design approved by the Mobility Authority after coordinating with the City, TxDOT, and the Texas Historic Commission regarding the type of trees, spacing, and planting requirements necessary to prevent an adverse impact on character-defining landscape features that contribute to the significance of the Austin Memorial Park Cemetery.

2. **Obligations of the City.** (a) The City acknowledges that it has reviewed and approved the general location of Sound Wall 3 as depicted in Exhibit A. The City consents to the removal or alteration of landscaping, paving, shrubbery and other vegetation, irrigation systems, and other improvements and natural features in the ROW pursuant to section B(1)(a) of this Agreement.

(b) After the notice of completion required by section B(1)(b) is provided to the City by the Mobility Authority, the City shall have the responsibility to maintain, repair, or replace Sound Wall 3 and any improvements or natural features in the ROW in accordance with its standard practices for maintenance, repair, and replacement of improvements within its ROW.

3. **Responsibility for Liability.** To the extent allowed by Texas law, the City agrees that it is responsible to the exclusion of any such responsibility of the Mobility Authority for its own proportionate share of liability for its negligent acts and omissions for claims, suits, and causes of action, including claims for property damage, personal injury and death, arising out of or connected to this Agreement and as determined by a court of competent jurisdiction, provided that the execution of this Agreement will not be deemed a negligent act. To the extent allowed by Texas law, the Mobility Authority agrees that it is responsible to the exclusion of any such responsibility of the City for its own proportionate share of liability for its negligent acts and omissions for claims, suits, and causes of action, including claims for property damage, personal injury and death, arising out of or connected to this Agreement and as determined by a court of competent jurisdiction, provided that the execution of this Agreement will not be deemed a negligent act. In the event of the joint and concurrent negligence of both Parties, responsibility for liability, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to the City or the Mobility Authority under Texas law and without waiving any defenses of the Parties under Texas law.

### **C. GENERAL PROVISIONS**

4. **Notice.** All notices and other communications required or permitted hereunder or which any Party may desire to give, shall be in writing and shall be deemed to have been given on the sooner to occur of (i) receipt by the Party to whom the notice is hand-delivered, with a written receipt of notice provided by the receiving Party, or (ii) two (2) business days after deposit in a regularly maintained express mail receptacle of the United States Postal Service, postage prepaid, or registered or certified mail, return receipt requested, addressed to such

Party at the respective addresses set forth below, or to such other address as each Party may from time to time designate by written notice to the other to the following:

City: City of Austin  
Attn: City Manager  
P.O. 1088  
Austin, TX 78646-0319

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

5. **Prior Written Agreements.** This Agreement is the complete agreement by and between the parties on the subject matter of the Agreement. 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.
6. **Other Services.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either 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 both Parties.
7. **Limitations of Liability.** Nothing in this agreement shall be construed to place any liability on the City, the Mobility Authority, or the Mobility Authority's contractor(s) for personal injury or property damages to a third party alleged or proven to result from the construction of Sound Wall 3.
8. **Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claims on behalf of any third party. Neither of the Parties waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
9. **Amendments and Modifications.** This Agreement may not be amended or modified except in writing and executed by both Parties to this Agreement and authorized by their respective governing bodies.
10. **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.

**11. 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 both Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

**IN WITNESS WHEREOF**, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

City of Austin

Central Texas Regional Mobility Authority

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By: [Name and Title]

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Mike Heiligenstein, Executive Director  
Central Texas Regional Mobility Authority

**EXHIBIT A**  
**SCHEMATIC DESIGN FOR CONSTRUCTION OF SOUND WALL 3**  
**AND**  
**BOUNDARIES OF CITY RIGHT-OF-WAY**

[TO BE ATTACHED]



**CENTRAL TEXAS  
Regional Mobility Authority**

## AGENDA ITEM #11 SUMMARY

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Approve an interlocal agreement authorized by the City of Austin to provide \$100,000 from city funds towards the cost of the MoPac Improvement Project,

Strategic Plan Relevance: Regional Mobility

Department: Engineering

Associated Costs: None

Funding Source: None

Board Action Required: Yes

Description of Matter: The City of Austin has agreed to provide \$100,000 from the proceeds of the Austin 2010 Proposition 1 Mobility bond funds towards costs incurred by the Mobility Authority in designing the MoPac Improvement Project. Of this amount, \$25,000 will be applied towards the cost of traffic modeling by CDM Smith/WSA, including evaluation of the southbound 5<sup>th</sup> Street/Cesar Chavez Avenue weave. The remaining \$75,000 will be applied towards preparation by HNTB Corporation of a Context Sensitive Design guideline development package for sound walls, new structures, and improvements at local street intersections and crossings.

This financial support is pursuant to a Financial Support Agreement negotiated by staff of the City of Austin and the Mobility Authority. The agreement has already been approved by the Austin City Council and Board approval is required to make the agreement effective.

Reference documentation: Draft Resolution, with the Financial Support Agreement attached as Exhibit 1

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

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

**RESOLUTION NO. 12-\_\_\_**

**APPROVE AN INTERLOCAL AGREEMENT AUTHORIZED BY THE CITY OF  
AUSTIN TO PROVIDE \$100,000 FROM CITY FUNDS TOWARDS THE COST OF THE  
MOPAC IMPROVEMENT PROJECT.**

WHEREAS, the Mobility Authority is proceeding with development of the MoPac Improvement Project to improve mobility and traffic congestion on this primary north-south corridor through the City of Austin; and

WHEREAS, the City of Austin City Council has offered financial support and assistance towards costs incurred by the Mobility Authority in designing the MoPac Improvement Project from the proceeds of the Austin 2010 Proposition 1 Mobility bond funds; and

WHEREAS, staff for the Mobility Authority and the City of Austin have negotiated an interlocal agreement that sets out the parties' respective obligations concerning financial support provided by the City of Austin; and

WHEREAS, the Austin City Council has approved the financial support agreement attached as Exhibit 1; and

WHEREAS, the Executive Director recommends that the financial support agreement attached as Exhibit 1 be approved by the Board.

NOW THEREFORE, BE IT RESOLVED that financial support agreement attached as Exhibit 1 is hereby approved; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to execute the financial support agreement in the form or substantially the form attached as Exhibit 1.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29<sup>th</sup> day of August, 2012.

Submitted and reviewed by:

Approved:

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Andrew Martin  
General Counsel for the Central  
Texas Regional Mobility Authority

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Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number: 12-\_\_\_  
Date Passed: 08/29/2012



**Exhibit 1**

**FINANCIAL SUPPORT AGREEMENT**

**[on the following 3 pages]**

## **FINANCIAL SUPPORT AGREEMENT**

This Agreement is made by and between the City of Austin (the “City”), and the Central Texas Regional Mobility Authority (the “Mobility Authority”) for the purpose of providing financial support for the development of the proposed MoPac Improvement Project, as described below.

### **RECITALS**

The parties acknowledge the following:

A. The Mobility Authority is a regional mobility authority operating pursuant to Chapter 370 of the Texas Transportation Code (the “RMA Act”) and 43 TEX. ADMIN. CODE § 26.1 et seq. (the “RMA Rules”). City is a Texas home-rule municipal corporation, operating pursuant to the Austin City Charter adopted by its citizens.

B. The Mobility Authority’s goals include improving mobility within Travis and Williamson counties. To further that goal, the Mobility Authority has exercised its option pursuant to Section 228.0111 of the Texas Transportation Code to develop, construct, and operate a proposed toll project in the City of Austin, Travis County, along an 11-mile portion of Loop 1 (MoPac) between Parmer Lane and Cesar Chavez Street (the “MoPac Improvement Project”). The MoPac Improvement Project is included in the 2035 Transportation Plan approved by the Transportation Policy Board of the Capital Area Metropolitan Planning Organization (“CAMPO”) on May 24, 2010 and is consistent with the Statewide Transportation Plan.

C. City is authorized to participate in the design and development of the MoPac Improvement Project through expenditure of money from any source.

D. Among those who will significantly benefit from the design and development of the MoPac Improvement Project are citizens and residents of the City, particularly residents in neighborhood that abut MoPac where sound walls will be constructed to ameliorate traffic noise.

E. The City and the Mobility Authority have the authority under Chapter 791, Government Code, and Chapter 370, Transportation Code, to enter into this Agreement for the performance of governmental functions and services in connection with financing and construction by the Mobility Authority of a highway transportation project.

### **AGREEMENT**

In light of the foregoing recitals, and for good and other valuable consideration, the parties agree as follows:

1. City will provide financial support to the Mobility Authority and to the MoPac Improvement Project from proceeds of the Austin 2010 Proposition 1 Mobility bond funds in the total amount

of \$100,000.00. Funds provided under this Agreement will be used by the Mobility Authority to directly pay, or to reimburse the Mobility Authority for its previous expenditures made, the following costs incurred in connection with the financing and construction of the MoPac Improvement Project:

- (a) \$25,000.00, to be applied towards the cost of detailed sub-corridor operational modeling being provided to the Mobility Authority by CDM Smith, formerly known as Wilbur Smith and Associates (“CDM Smith/WSA”), including evaluation of the southbound 5th St / Cesar Chavez weave, as more fully described in the SERVICES TO BE PROVIDED BY THE ENGINEER attached and incorporated as Exhibit A to this Agreement; and
- (b) \$75,000.00, to be applied towards preparation of a Context Sensitive Design guideline development package for sound walls, new structures, and improvements at local street intersections and crossing being provided to the Mobility Authority by HNTB, as more fully described in the SERVICES TO BE PROVIDED BY THE ENGINEER attached and incorporated as Exhibit B to this Agreement.

2. All funds provided by the City under paragraph 1 are made from current funds available to and committed by the City from proceeds of the Austin 2010 Proposition 1 Mobility bond funds and are not subject to future discretionary action by the City Council. The parties recognize that this funding commitment is an integral part of the overall plan of finance for the MoPac Improvement Project and will be used to secure funding for project construction, and that contractors, rating agencies, capital markets and capital markets participants, and other third parties will act in reliance on the availability of these funds as reflected herein. The parties further recognize and acknowledge that the funds committed herein may be applied to reimburse costs incurred prior to, and in anticipation of, receipt of those funds.

3. All funds provided by the City under paragraph 1(a) shall be paid by the City to the Mobility Authority no later than 30 calendar days after the date the Mobility Authority delivers to the City a copy of the final report produced by CDM Smith/WSA, in accordance with the contract between the Mobility Authority and CDM Smith/WSA for services described in Exhibit A.

4. All funds provided by the City under paragraph 1(b) shall be paid by the City to the Mobility Authority no later than 30 calendar days after the date the Mobility Authority delivers to the City a copy of the final report produced by HNTB, in accordance with the contract and work authorization between the Mobility Authority and HNTB for services described in Exhibit B.

5. If either party defaults in the performance of any obligation described in this Agreement, the other party may exercise any rights and remedies granted by law or this Agreement.

6. This is the complete agreement by and between the parties on the subject matter of the Agreement. It supersedes any other agreement or understanding between the parties, written or oral, and any other commitments, promises, undertakings, understandings, proposals or representations of the parties to each other, written or oral, concerning the subject matter of this Agreement.

7. This Agreement may be modified only by a writing duly executed by each of the parties. Neither any representation or promise made after the execution of this Agreement, nor any modification or amendment of this Agreement, shall be binding on the parties unless made in writing and duly executed by each of the parties.

8. This Agreement shall be effective from the date indicated below until all funds payable by the City to the Mobility Authority under this Agreement have been paid, or until December 31, 2012, whichever date is earlier.

9. The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

City of Austin

Central Texas Regional Mobility Authority

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By: Robert Goode, Assistant City Manager  
City of Austin

---

Mike Heiligenstein, Executive Director  
Central Texas Regional Mobility Authority



**CENTRAL TEXAS  
Regional Mobility Authority**

## AGENDA ITEM #12 SUMMARY

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Declare certain personal property of the Mobility Authority as salvage or surplus property subject to disposal.

Strategic Plan Relevance: Sustainability  
Department: Communications  
Associated Costs: None  
Funding Source: General Fund  
Board Action Required: Yes

Description of Matter: Chapter 4, Article 10 of the Mobility Authority Policy Code establishes policies to handle disposition of certain Mobility Authority property that either has little or no value (salvage) or is not required for the authority's foreseeable needs (surplus). Property declared to be surplus or salvage property may be disposed of by sale (through a competitive bid or auction) or as a trade-in for new, similar property. Surplus or salvage property that cannot be sold may be donated to a civic, educational, or charitable organization, or destroyed or otherwise disposed of as worthless.

Reference documentation: Draft Resolution with inventory of property

Contact for further information: Steve Pustelnyk, Director of Communications

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

**RESOLUTION NO. 12-\_\_\_**

**DECLARE CERTAIN PERSONAL PROPERTY OF THE MOBILITY AUTHORITY  
AS SALVAGE OR SURPLUS PROPERTY SUBJECT TO DISPOSAL.**

WHEREAS, certain personal property owned by the Mobility Authority has, through use, time, or accident, become so damaged, used, consumed, or outmoded that it has little or no value, or is not currently needed and is not required for the foreseeable needs of the Mobility Authority; and

WHEREAS, this salvage and surplus property owned by the Mobility Authority may be disposed of under policies adopted by the Board in the Mobility Authority Policy Code; and

WHEREAS, the Executive Director recommends that the personal property identified in the attached Exhibit 1 be designated as salvage and surplus property for disposition under the Mobility Authority Policy Code.

NOW THEREFORE BE IT RESOLVED that the Mobility Authority personal property identified by Exhibit 1 is hereby designated as salvage and surplus property; and

BE IT FURTHER RESOLVED that the Executive Director is authorized and directed to dispose of that salvage and surplus property in a manner consistent with the Mobility Authority Policy Code.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29<sup>th</sup> day of August, 2012.

Submitted and reviewed by:

Approved:

\_\_\_\_\_  
Andrew Martin  
General Counsel for the Central  
Texas Regional Mobility Authority

\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number: 12-\_\_\_  
Date Passed: 08/29/2012

**Exhibit 1**

**MOBILITY AUTHORITY SALVAGE AND SURPLUS PROPERTY**

**[on the following 3 pages]**

	A	B	C	D	E	F
1	# of items	Manufacturer	Item	Model #	Inventory #	Estimated Value
2	9	ELO	Touch Screen Monitor	ET151L-8CWA-1-G	None	\$ 13,500.00
3	1	Carrier	Air Conditioner	50XP-024-311	None	\$ 6,000.00
4	6	Unknown	Stainless Steel Door	N/A	N/A	\$ 3,000.00
5	11	Star Micronics	Receipt Printer	TSP-700	None	\$ 2,750.00
6	1	Cummings	Jetscan (Bill Counter)	4096 ID#3785	1871	\$ 2,500.00
7	1	Cummings	Jetsort (Coin Counter)	6601 ID#3784	1870	\$ 2,500.00
8	1	Canon	High Speed Scanner	DR9080-C	1755	\$ 2,000.00
9	1	HP	Design Jet Plotter	SG3A91310C	N/A	\$ 2,000.00
10	1	Amsec	Safe	ESL10	1869	\$ 1,500.00
11	1	HP	LaserJet	5200dtn	N/A	\$ 1,500.00
12	8	Unknown	Stainless Steel Tables	N/A	1861-1868	\$ 1,200.00
13	1	Unknown	Stainless Steel Cabinet	N/A	1857	\$ 1,000.00
14	3	Unknown	Stainless Steel Dutch Door	N/A	N/A	\$ 1,000.00
15	2	Nokia	Switch	IP350	N/A	\$ 1,000.00
16	2	HON	Steel Cabinets	sc1872	1858-1859	\$ 900.00
17	3	Unknown	Stainless Steel Shelves	N/A	1850-1852	\$ 750.00
18	1	HP	Color Laser Jet Printer	JPGR001706	N/A	\$ 750.00
19	1	Dell	PowerEdge Server	4600	1837	\$ 600.00
20	19	Unknown	Cash Drawer Inserts	N/A	N/A	\$ 570.00
21	2	Racksolutions	Rack Keyboard/Monitor	N/A	None	\$ 500.00
22	1	Dell	PowerEdge Server	2800	N/A	\$ 500.00
23	1	Nortel	Business Phone System	BCM400	1840	\$ 400.00
24	79	Lady Edwards	Women's Shirts	28876	N/A	\$ 395.00
25	1	HP	OfficeJet	K5400tn	N/A	\$ 300.00
26	1	Dell	PowerVault	122T	N/A	\$ 300.00
27	1	AGN	Pro Monitor	EP-15AV-LT	None	\$ 250.00
28	1	IBM	Thinkpad laptop	1866-6SU	1756	\$ 200.00
29	1	Infocus	Projector	LP120	1705	\$ 200.00
30	1	ADIC	Fastor Tape Drive	8K0013724	N/A	\$ 200.00
31	1	Toshiba	Laptop Cardbus DVD ROM	PA3246U--1DVD	N/A	\$ 150.00
32	1	Dell	Latitude laptop	D620	1030	\$ 100.00
33	2	Cisco	Catalyst Switch	2950	1844-1845	\$ 100.00
34	1	Dlink	Gaming Router	DGL-4100	N/A	\$ 100.00
35	2	Dell	Laptop Battery	G2053A00	N/A	\$ 100.00
36	2	Sentry Commander	Remote Power Management	PT40	N/A	\$ 75.00
37	1	Citizen	Receipt Printer	CBM-270	1872	\$ 50.00
38	30	Various	Padlocks/Combination	Misc	N/A	\$ 50.00
39	1	Sony	Flatscreen Monitor	SDMS93B	1933	\$ 50.00
40	1	Toshiba	Protégé Laptop	PA3272U-1MPC	1828	\$ 50.00
41	1	Dell	Optiplex	GX620	1487	\$ 50.00
42	1	Dell	PowerEdge Server	SC1425	1831	\$ 50.00
43	1	Toshiba	Satellite laptop	PA3373U-1MPC	1829	\$ 50.00
44	1	Dell	Flatscreen Monitor	1905FP	1042	\$ 50.00
45	1	Dell	Flatscreen Monitor	1704FPt	1377	\$ 50.00
46	1	Sony	Flatscreen Monitor	SDM-S93/B	1376	\$ 50.00
47	1	Sony	Flatscreen Monitor	SDM-S93/B	1375	\$ 50.00
48	1	Sony	Flatscreen Monitor	SDM-S93/B	1374	\$ 50.00
49	1	Sony	Flatscreen Monitor	SDM-S93/B	1378	\$ 50.00
50	1	Dell	Flatscreen Monitor	E151FPp	1040	\$ 50.00
51	1	Smith Carona	Wordsmith Typewriter	KA13	N/A	\$ 50.00
52	1	Dell	Flatscreen Monitor	1907FPt	1083	\$ 50.00
53	1	Sony	Microcassette Transcriber	M-2000	N/A	\$ 50.00
54	1	Dell	Optiplex	GX270	1011	\$ 25.00



	A	B	C	D	E	F	
55	1	Dell	Optiplex	330	1019	\$ 25.00	
56	1	Dell	Optiplex	360	1016	\$ 25.00	
57	1	Dell	Optiplex	360	1031	\$ 25.00	
58	1	Dell	Optiplex	GX270	1082	\$ 25.00	
59	1	Dell	Optiplex	GX280	1769	\$ 25.00	
60	1	Netgear	Wireless PC Laptop Card	WG511T	N/A	\$ 10.00	
61	1	RCA	Soundssystem	RP-8563	N/A	\$ 10.00	
62	1	Dell/NEC	External USB Floppy Drive	UF0002	N/A	\$ 5.00	
63	1	Memorex	3 1/2 Internal Floppy Drive	3202-3231	N/A	\$ 5.00	
64	1	Adaptec	SCSI Card	29160	N/A	\$ 5.00	
65	15	Misc	Keyboards	N/A	N/A	\$ -	
66	6	Misc	Mice	N/A	N/A	\$ -	
67	2	AT&T	USB Cell Connect	N1246	N/A	\$ -	
68	2	AT&T	Laptop Anywhere Card	2200556	N/A	\$ -	
69	1	AT&T	Blackberry	7210	N/A	\$ -	
70	1	AT&T	Nokia Cellphone	6360	N/A	\$ -	
71						Total	\$ 49,925.00



**CENTRAL TEXAS  
Regional Mobility Authority**

## AGENDA ITEM #13 SUMMARY

Accept the monthly financial report for July, 2012.

Department: Finance

Associated Costs: None

Funding Source: None

Board Action Required: YES

Description of Matter:

Presentation and acceptance of the monthly financial report for July, 2012

Attached documentation for reference:

Draft Resolution and Financial Reports for July, 2012.

Contact for further information: Bill Chapman, Chief Financial Officer

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

**RESOLUTION NO. 12-\_\_\_**

**ACCEPT THE FINANCIAL REPORTS FOR JULY, 2012.**

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

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

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

WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements necessary for the month of July, 2012, and has caused a Financial Report to be prepared and attached to this resolution as Attachment A.

**NOW THEREFORE, BE IT RESOLVED**, that the Board of Directors accepts the Financial Report for July, 2012, attached as Attachment A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29<sup>th</sup> day of August, 2012.

Submitted and reviewed by:

Approved:

\_\_\_\_\_  
Andrew Martin  
General Counsel for the Central  
Texas Regional Mobility Authority

\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number: 12-\_\_\_  
Date Passed: 8/29/2012

**Attachment A**  
**Financial Report for July, 2012**

**Central Texas Regional Mobility Authority**

**Balance Sheet**

As of

**July 31, 2012**

**July 31, 2011**

**Assets**

**Current Assets**

Cash in Regions Operating Account		48,230		(40,813)
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Cash In TexSTAR	149,468		41,795	
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Regions Payroll Account	10,731		74,212	
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**Restricted cash/cash equivalents**

Fidelity Government MMA	50,785,251		13,034,672	
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Restricted Cash-TexStar	52,841,908		83,082,288	
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Regions SIB account	0		828	
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Overpayment accounts	31,438		19,500	
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<b>Total Cash and Cash Equivalents</b>		<b>103,818,795</b>		<b>96,212,482</b>
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Accounts Receivable	100,286		50,724	
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Due From Employees	1,018		0	
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Due From TTA	466,080		408,874	
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Due From NTTA	50,937		34,953	
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Due From HCTRA	81,858		58,817	
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Due From TxDOT	116,598		4,617,359	
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Due From Federal Government	154,489		612,622	
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Interest Receivable	563,706		236,773	
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<b>Total Receivables</b>		<b>1,534,972</b>		<b>6,020,121</b>
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**Short Term Investments**

Treasuries	4,549,017		4,549,017	
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Short Term Investments		168,629,720		21,629,010
------------------------	--	-------------	--	------------

**Other Current Assets**

Prepaid Insurance		10,842		15,844
-------------------	--	--------	--	--------

<b>Total Current Assets</b>		<b>274,042,559</b>		<b>123,879,113</b>
-----------------------------	--	--------------------	--	--------------------

**Construction Work In Process**

		<b>361,506,872</b>		<b>205,384,481</b>
--	--	--------------------	--	--------------------

**Fixed Assets**

Computers(net)		26,845		31,241
----------------	--	--------	--	--------

Computer Software(net)		104,222		1,178,980
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Furniture and Fixtures(net)		11,776		19,064
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Equipment(net)		37,561		44,388
----------------	--	--------	--	--------

Autos and Trucks(net)		20,695		27,593
-----------------------	--	--------	--	--------

Buildings and Toll Facilities(net)		6,152,860		6,329,418
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Highways and Bridges(net)		172,338,381		177,305,588
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Communication Equipment(net)		935,541		1,126,362
------------------------------	--	---------	--	-----------

Toll Equipment(net)		2,045,091		2,506,872
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Signs(net)		4,922,730		5,077,987
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Land Improvements(net)		1,107,067		1,172,871
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Right of Way		24,683,553		24,683,553
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Leasehold Improvements		56,887		59,068
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<b>Total Fixed Assets</b>		<b>212,443,208</b>		<b>219,562,986</b>
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**Long Term Investments**

GIC (Restricted )		0		259,517,537
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Agencies-LT		18,145,913		44,308,040
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**Other Assets**

Security Deposits		8,644		9,041
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Intangible Assets		650		650
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Total Bond Issuance Costs		15,098,809		15,754,412
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<b>Total Assets</b>		<b>881,246,654</b>		<b>868,416,260</b>
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## Liabilities

### Current Liabilities

Accounts Payable	1,790,960	16,422,905
Overpayments	32,355	20,132
Interest Payable	3,606,474	4,101,229
TCDRS Payable	33,244	51,260
Medical Reimbursement Payable	63	0
Due to other Entities	0	3,617
Other	17,178	17,178
Due to State of Texas	0	2,098
<b>Total Current Liabilities</b>	<b>5,480,273</b>	<b>20,618,419</b>

### Long Term Liabilities

Accrued Vac & Sick Leave Paybl	413,815	413,815
Retainage Payable	0	1,655
Senior Lien Revenue Bonds 2005	172,628,655	172,698,781
Senior Lien Revenue Bonds 2010	100,294,481	97,290,136
Senior Lien Revenue Bonds 2011	306,627,253	305,982,874
Sn Lien Rev Bnd Prem/Disc 2005	4,620,757	4,776,998
Sn Lien Rev Bnd Prem/Disc 2010	165,779	200,732
Tot Sr Lien Rev Bond Pay Pre/D	865,463	904,138
Subordinated Lien Bond 2010	45,000,000	45,000,000
Subordinated Lien Bond 2011	70,000,000	70,000,000
Sub Lien Bond 2011 Prem/Disc	(2,066,654)	(2,164,635)
TIFIA note 2008	77,526,562	77,626,562
2010 Regions BAB's Payable	0	0
2011 Regions Draw Down Note	400,000	0
Total Long Term Liabilities	<b>771,689,575</b>	<b>767,753,325</b>
<b>Total Liabilities</b>	<b>777,169,849</b>	<b>788,371,744</b>

### Net Assets Section

Contributed Capital	18,334,846	18,334,846
Net Assets beginning	86,129,628	61,916,602
Current Year Operations	(387,668)	(206,932)
<b>Total Net Assets</b>	<b>85,741,960</b>	<b>61,709,670</b>

### Total Liabilities and Net Assets

<b>881,246,654</b>	<b>868,416,260</b>
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**Central Texas Regional Mobility Authority**  
**Income Statement**  
**All Operating Departments**

Account Name	Budget Amount FY 2013	Actual Year to Date 7/31/2012	Percent of Budget	Actual Prior Year to Date 7/31/2011
<b>Revenue</b>				
<b>Operating Revenue</b>				
Toll Revenue-TxTag-183A	23,891,717	1,656,134	6.93%	1,270,013
Toll Revenue-HCTRA-183A	756,067	81,858	10.83%	58,760
Toll Revenue-NTTA-183A	453,640	50,937	11.23%	34,953
Video Tolls	3,629,122	284,490	7.84%	217,422
Fee revenue	1,512,134	95,085	6.29%	77,238
<b>Total Operating Revenue</b>	<b>30,242,680</b>	<b>2,168,505</b>	<b>7.17%</b>	<b>1,658,387</b>
<b>Other Revenue</b>				
Interest Income	180,000	19,028	10.57%	18,234
Grant Revenue	1,236,000	67,414	5.45%	-
Misc Revenue	2,500	-	0.00%	183
<b>Total Other Revenue</b>	<b>1,418,500</b>	<b>86,442</b>	<b>6.09%</b>	<b>18,418</b>
<b>Total Revenue</b>	<b>\$ 31,661,180</b>	<b>\$ 2,254,947</b>	<b>7.12%</b>	<b>\$ 1,676,804</b>
<b>Expenses</b>				
<b>Salaries and Wages</b>				
Salary Expense-Regular	2,115,939	108,824	5.14%	104,283
Part Time Salry Expense	12,000	-	0.00%	1,984
Overtime Salary Expense	3,000	-	0.00%	-
Contractual Employees Expense	5,000	950	19.00%	-
TCDRS	307,536	15,317	4.98%	15,038
FICA	96,433	5,767	5.98%	4,978
FICA MED	30,899	1,569	5.08%	1,505
Health Insurance Expense	186,370	13,696	7.35%	16,605
Life Insurance Expense	5,684	127	2.24%	282
Auto Allowance Expense	10,200	-	0.00%	212
Other Benefits	185,610	6,766	3.65%	3,884
Unemployment Taxes	12,960	-	0.00%	-
Salary Reserve	50,000	-	0.00%	-
<b>Total Salaries and Wages</b>	<b>3,021,631</b>	<b>153,015</b>	<b>5.06%</b>	<b>148,771</b>

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

Account Name	Budget Amount FY 2013	Actual Year to Date 7/31/2012	Percent of Budget	Actual Prior Year to Date 7/31/2011
<b>Contractual Services</b>				
<u>Professional Services</u>				
Accounting	12,000	122	1.01%	40
Auditing	65,000	-	0.00%	-
General Engineering Consultant	1,250,000	-	0.00%	(12,594)
General System Consultant	175,000	-	0.00%	-
Image Processing	780,000	33,237	4.26%	50,387
Facility maintenance	41,954	192	0.46%	122
HERO	1,629,000	-	0.00%	(822)
Human Resources	25,000	-	0.00%	-
Legal	270,000	-	0.00%	-
Photography	15,000	-	0.00%	-
<b>Total Professional Services</b>	<b>4,262,954</b>	<b>33,551</b>	<b>0.79%</b>	<b>37,133</b>
<u>Other Contractual Services</u>				
IT Services	65,000	373	0.57%	8,576
Graphic Design Services	10,000	-	0.00%	-
Website Maintenance	35,000	1,097	3.13%	-
Research Services	50,000	-	0.00%	-
Copy Machine	10,000	362	3.62%	328
Software Licenses	17,200	6,653	38.68%	-
ETC Maintenance Contract	1,029,900	-	0.00%	-
ETC Development	125,000	-	0.00%	-
ETC Testing	30,000	-	0.00%	-
Communications and Marketing	140,000	-	0.00%	-
Advertising Expense	60,000	1,000	1.67%	-
Direct Mail	5,000	-	0.00%	-
Video Production	5,000	-	0.00%	-
Radio	10,000	-	0.00%	-
Other Public Relations	2,500	-	0.00%	-
Law Enforcement	250,000	-	0.00%	-
Special assignments	5,000	-	0.00%	-
Emergency Maintenance	10,000	-	0.00%	-
Security Contracts	600	-	0.00%	-
Roadway Maintenance Contract	640,000	-	0.00%	-



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

Account Name	Budget Amount FY 2013	Actual Year to Date 7/31/2012	Percent of Budget	Actual Prior Year to Date 7/31/2011
Landscape Maintenance	280,000	-	0.00%	-
Cell Phones	9,700	186	1.92%	75
Local Telephone Service	18,000	1,175	6.53%	450
Internet	4,500	-	0.00%	-
Fiber Optic System	63,000	2,286	3.63%	-
Other Communication Expenses	11,500	50	0.44%	-
Subscriptions	1,850	-	0.00%	-
Memberships	33,959	889	2.62%	1,535
Continuing Education	7,300	-	0.00%	-
Professional Development	14,000	-	0.00%	-
Seminars and Conferences	33,000	2,000	6.06%	-
Staff-Travel	76,000	9,466	12.46%	-
Other Contractual Svcs	200	-	0.00%	-
TxTag Collection Fees	1,434,788	4,243	0.30%	2,988
Contractual Contingencies	250,500	-	0.00%	-
<b>Total Other Contractual Services</b>	<b>4,738,497</b>	<b>29,781</b>	<b>0.63%</b>	<b>13,952</b>
<b>Total Contractual Services</b>	<b>9,001,451</b>	<b>63,332</b>	<b>0.70%</b>	<b>51,084</b>
<b>Materials and Supplies</b>				
Books & Publications	12,500	-	0.00%	-
Office Supplies	11,000	254	2.31%	-
Computer Supplies	12,500	2,860	22.88%	-
Copy Supplies	2,200	-	0.00%	-
Annual Report printing	7,000	-	0.00%	-
Other Reports-Printing	10,000	-	0.00%	-
Direct Mail Printing	5,000	-	0.00%	-
Office Supplies-Printed	2,500	-	0.00%	-
Maintenance Supplies-Roadway	9,175	-	0.00%	-
Promotional Items	10,000	-	0.00%	-
Displays	5,000	-	0.00%	-
ETC spare parts expense	30,000	-	0.00%	-
Tools & Equipment Expense	1,000	-	0.00%	-
Misc Materials & Supplies	3,000	-	0.00%	-
<b>Total Materials and Supplies</b>	<b>120,875</b>	<b>3,114</b>	<b>2.58%</b>	<b>-</b>

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

Account Name	Budget Amount FY 2013	Actual Year to Date 7/31/2012	Percent of Budget	Actual Prior Year to Date 7/31/2011
<b>Operating Expenses</b>				
Gasoline Expense	5,000	388	7.76%	-
Mileage Reimbursement	5,950	158	2.66%	13
Toll Tag Expense	3,120	331	10.61%	-
Parking	41,175	9	0.02%	3,511
Meeting Facilities	250	-	0.00%	-
Community Meeting/ Events	5,000	-	0.00%	-
Meeting Expense	9,800	438	4.47%	150
Public Notices	2,200	-	0.00%	-
Postage Expense	5,650	65	1.15%	-
Overnight Delivery Services	1,600	9	0.54%	-
Local Delivery Services	1,250	12	0.96%	-
Insurance Expense	90,000	5,080	5.64%	7,922
Repair & Maintenance-General	500	-	0.00%	-
Repair & Maintenance-Vehicles	500	30	5.94%	-
Repair & Maintenance Toll Equip	5,000	-	0.00%	-
Rent Expense	250,000	-	0.00%	16,908
Water	7,500	444	5.92%	-
Electricity	178,500	4,416	2.47%	-
Other Licenses	640	-	0.00%	-
Community Initiative Grants	65,000	-	0.00%	-
<b>Non Cash Operating Expenses</b>				
Amortization Expense	76,000	34,144	44.93%	102,468
Dep Exp- Furniture & Fixtures	9,000	134	1.49%	781
Dep Expense - Equipment	26,400	1,408	5.33%	1,198
Dep Expense - Autos & Trucks	7,000	575	8.21%	-
Dep Expense-Buildng & Toll Fac	177,000	14,713	8.31%	14,713
Dep Expense-Highways & Bridges	8,000,000	413,934	5.17%	413,934
Dep Expense-Communic Equip	195,000	15,902	8.15%	15,913
Dep Expense-Toll Equipment	965,000	38,482	3.99%	38,482
Dep Expense - Signs	135,000	11,106	8.23%	11,106
Dep Expense-Land Improvemts	67,000	5,484	8.18%	5,484
Depreciation Expense-Computers	10,000	929	9.29%	850
<b>Total Operating Expenses</b>	<b>10,346,035</b>	<b>548,189</b>	<b>5.30%</b>	<b>633,433</b>

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

Account Name	Budget Amount FY 2013	Actual Year to Date 7/31/2012	Percent of Budget	Actual Prior Year to Date 7/31/2011
<b>Financing Expenses</b>				
Arbitrage Rebate Calculation	6,000	-	0.00%	-
Loan Fee Expense	12,500	-	0.00%	-
Rating Agency Expense	35,000	11,000	31.43%	5,300
Trustee Fees	6,000	-	0.00%	-
Bank Fee Expense	8,000	535	6.68%	463
Continuing Disclosure	4,000	-	0.00%	-
Interest Expense	20,318,015	1,827,149	8.99%	1,002,496
Contingency	15,000	-	0.00%	-
<u>Non Cash Financing Expenses</u>				
Bond issuance expense	300,000	36,281	12.09%	42,188
<b>Total Financing Expenses</b>	<b>20,704,515</b>	<b>1,874,964</b>	<b>9.06%</b>	<b>1,050,447</b>
<b>Other Gains or Losses</b>				
<b>Total Other Gains or Losses</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>
<b>Total Expenses</b>	<b>\$ 43,194,507</b>	<b>\$ 2,642,615</b>	<b>6.12%</b>	<b>\$ 1,883,736</b>
<b>Net Income</b>	<b>\$ (11,533,327)</b>	<b>\$ (387,668)</b>		<b>\$ (206,932)</b>

**CTRMA INVESTMENT REPORT**

Month Ending 7 /31/12						
Balance 6/30/2012	Additions	Discount Amortization	Accrued Interest	Withdrawals	Balance 7/31/2012	Rate July 12
<b>Amount in Trustee TexStar</b>						
2011 Sub Lien Construction Fund			480.73		4,164,367.84	0.139%
2011 Senior Lien Construction Fund			0.01		119.66	0.139%
2010 Senior Lien Construction Fund					1.19	0.139%
2010-1 Sub Lien Projects			129.17	72,371.71	1,095,273.99	0.139%
General Fund			52.78	1,068,135.10	53.78	0.139%
Trustee Operating Fund	1,000,000.00		60.37	500,000.00	700,463.51	0.139%
Renewal and Replacement			76.25		660,425.79	0.139%
TxDOT Grant Fund			625.61		5,419,315.17	0.139%
Revenue Fund					1.00	0.139%
Senior Lien Debt Service Reserve Fund			3,550.17		30,753,232.68	0.139%
2010 Senior Lien DSF					0.15	0.139%
2010 Senior Lien Debt Service Reserve Fund			641.30		5,555,260.89	0.139%
2010-2Sub Lien Debt Service Reserve Fund			89.90		778,795.00	0.139%
2010-1Sub Lien Debt Service Reserve Fund			226.74		1,964,220.88	0.139%
2010 Senior Lien Capitalized Interest			203.02	1,721,550.00	1,704,391.47	0.139%
2010-2 Sub Liien Capitalized Interest			6.05	204,631.15	45,985.03	0.139%
<b>55,402,453.89</b>	<b>1,000,000.00</b>	<b>0.00</b>	<b>6,142.10</b>	<b>3,566,687.96</b>	<b>52,841,908.03</b>	
<b>Amount in TexStar Operating Fund</b>						
<b>14,035.36</b>	<b>635,428.91</b>		<b>4.78</b>	<b>500,000.00</b>	<b>149,469.05</b>	<b>0.139%</b>

**CTRMA INVESTMENT REPORT**

Month Ending 7 /31/12						
Balance 6/30/2012	Additions	Discount Amortization	Accrued Interest	Withdrawals	Balance 7/31/2012	Rate July 12
<b>Regions Sweep Money Market Fund</b>						
Operating Fund	1,000,000.00			1,000,000.00	0.00	0.150%
2010-1 Sub Lien Project Acct	72,371.71			72,371.71	0.00	0.150%
2010 Senior Lien Project Acct	5,764,258.06		724.22	1,438,373.92	4,326,608.36	0.150%
2011 Sub Lien Project Acct	50,000.00		0.14		50,000.14	0.150%
2011 Senior Lien Project Acct	15,805,130.52	25,000,000.00	142,446.15	10,866,674.86	30,080,901.81	0.150%
2011 Sub Debt Service Account	0.00	2,362,500.00		2,362,500.00	0.00	0.150%
2005 Debt Service Fund	5,043,330.60	840,395.83	573.43	3,682,375.00	2,201,924.86	0.150%
2010 Senior DSF	0.00	1,722,952.50		1,721,550.00	1,402.50	0.150%
2011 Senior Lien Debt Service Acct	2,631.75	8,943,974.50	0.32	8,946,606.25	0.32	0.150%
2010-1 Debt Service Fund	1,412,481.81	1,051,094.14	174.14	2,034,375.00	429,375.09	0.150%
Subordinate Lien TIFIA DS Fund	1,886,184.00	317,664.34	213.98	1,811,084.00	392,978.32	0.150%
2010-2 BABs Supplemental Security	185,167.35		19.79	185,167.35	19.79	0.150%
2010-2 Debt Service Fund	139,243.65	471,279.16	1.14	529,043.17	81,480.78	0.150%
2010-2 Cap I Fund	1.03	204,631.15		204,632.17	0.01	0.150%
2010 CAP Interest Senior lien	531.49	1,721,550.00	0.07	1,721,550.00	531.56	0.150%
2011 Sr Cap I Fund	215,524.09	8,738,000.00	27,312.73	8,943,974.50	36,862.32	0.150%
2011 Sub Debt CAP I	48,639.48	2,314,063.12	0.70	2,362,500.00	203.30	0.150%
2010-1 Sub lien BABs supplemental Security	712,031.64		76.08	712,031.64	76.08	0.150%
TxDOT Grant Fund	3,034,560.79		374.12		3,034,934.91	0.150%
Renewal and Replacement	0.66				0.66	0.150%
Revenue Fund	1,164,934.49	2,768,610.41	217.22	2,617,803.30	1,315,958.82	0.150%
General Fund	5,819,399.14	2,871,596.70	417.72	3,674,035.10	5,017,378.46	0.150%
2010 Senior Debt Service Reserve Fund	21,943.45		2.71		21,946.16	0.150%
2010-1 Debt Service Reserve Fund	9,000.14		0.06		9,000.20	0.150%
2010-2 Debt Service Reserve Fund	202,494.34		1.66		202,496.00	0.150%
2011 Sub Debt Debt Service Reserve Fund	3,508,806.77		431.66		3,509,238.43	0.150%
2005 Senior Lien Debt Service Reserve Fund	71,924.87		7.00		71,931.87	0.150%
<b>45,098,220.12</b>	<b>60,400,683.56</b>	<b>0.00</b>	<b>172,995.04</b>	<b>54,886,647.97</b>	<b>50,785,250.75</b>	
<b>Amount in Fed Agencies and Treasuries</b>						
Amortized Principal	211,922,669.97	(155,671.53)		25,000,000.00	186,766,998.44	
Accrued Interest			226,703.94			
<b>211,922,669.97</b>	<b>0.00</b>	<b>(155,671.53)</b>		<b>25,000,000.00</b>	<b>186,766,998.44</b>	

**CTRMA INVESTMENT REPORT**

<b>Month Ending 7 /31/12</b>					
<b>Balance 6/30/2012</b>	<b>Additions</b>	<b>Discount Amortization</b>	<b>Accrued Interest</b>	<b>Withdrawals</b>	<b>Balance 7/31/2012</b>
<b>Certificates of Deposit</b>	<b>0.00</b>			<b>0.00</b>	<b>0.00</b>
<b>Total in Pools</b>	<b>55,416,489.25</b>	<b>1,635,428.91</b>		<b>6,146.88</b>	<b>4,066,687.96</b>
<b>Total in Money Market</b>	<b>45,098,220.12</b>	<b>60,400,683.56</b>		<b>172,995.04</b>	<b>54,886,647.97</b>
<b>Total in Fed Agencies</b>	<b>211,922,669.97</b>	<b>0.00</b>	<b>(155,671.53)</b>		<b>25,000,000.00</b>
<b>Total Invested</b>	<b>312,437,379.34</b>	<b>62,036,112.47</b>	<b>(155,671.53)</b>	<b>179,141.92</b>	<b>83,953,335.93</b>
					<b>290,543,626.27</b>

Rate  
July 12

Certificates of Deposit  
Total in Pools  
Total in Money Market  
Total in Fed Agencies

Total Invested

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

William Chapman, CFO



## Monthly Newsletter - July 2012

### Performance

#### As of July 31, 2012

Current Invested Balance	\$5,189,684,471.14
Weighted Average Maturity (1)	43 Days
Weighted Average Maturity (2)	63 Days
Net Asset Value	1.000120
Total Number of Participants	757
Management Fee on Invested Balance	0.05%*
Interest Distributed	\$813,248.86
Management Fee Collected	\$218,316.58
% of Portfolio Invested Beyond 1 Year	3.37%
Standard & Poor's Current Rating	AAAm

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

#### July Averages

Average Invested Balance	\$5,154,788,129.90
Average Monthly Yield, on a simple basis	0.1359%
Average Weighted Average Maturity (1)*	46 Days
Average Weighted Average Maturity (2)*	66 Days

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

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

(2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

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

### New Participants

We would like to welcome the following entity who joined the TexSTAR program in July:

★ Katy Development Authority

### Holiday Reminder

In observance of **Labor Day, TexSTAR will be closed on Monday, September 3, 2012.** All ACH transactions initiated on Friday, August 31st, will settle on Tuesday, September 4th. Notification of any early transaction deadlines on the business day preceding this holiday will be sent by email to the primary contact on file for all TexSTAR participants. Please plan accordingly for your liquidity needs.

### Economic Commentary

The recent themes of decelerating global growth and turmoil in the euro zone kept markets on edge in July. Nevertheless, given all the disappointing economic data in the U.S. (weak retail sales, manufacturing surveys, payrolls and GDP), Europe (recession in the periphery and core) and China (declining manufacturing surveys and GDP), risk assets held up well even as "safe haven" bond markets rallied. In the U.S., dovish statements from Fed members set market expectation for another asset purchase program to be announced at the September meeting. The People's Bank of China took more actions in response to the growth slowdown in that country, such as cutting bank lending and deposit rates, easing first-time homebuyer restrictions, and providing tax relief for small and medium size businesses. Investors' expectations that global central banks (the ECB and the Fed, especially) would take meaningful action in response to weak data and market stresses helped bolster risk assets. Economic growth in the U.S. continued to decelerate, based on data released in July, particularly in the labor market and consumer spending. The data indicates that, with lower gasoline prices and relatively stable spending growth rates, consumers retrenched during the second quarter to replenish savings.

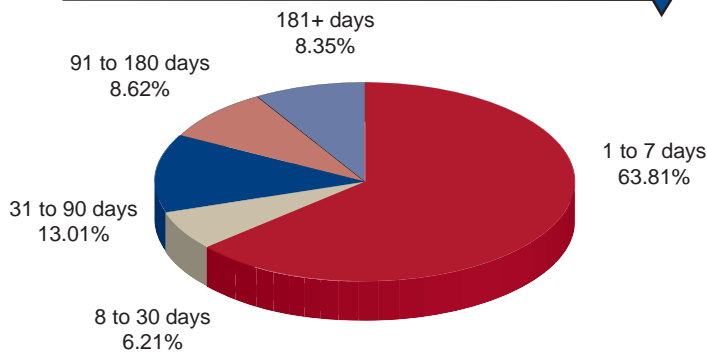
While Congress has agreed in principle to a stopgap funding measure, which would keep the government funded through March 31, 2013, primary risks remain from the "fiscal cliff" of automatic spending cuts via sequestration and expiring income tax cuts, payroll tax cuts and Medicare reimbursement rates for doctors after 2012. The fiscal cliff appears to already have had a negative impact on growth, and this effect should increase as 2013 approaches. Chairman Bernanke and other members of the FOMC have warned policymakers with regard to these risks, although it appears unlikely that any action will be taken ahead of the November elections. It is expected that the FOMC will downgrade its growth expectations at its next meeting in September, and therefore assign a greater than 50% probability that the FOMC will embark on another quantitative easing program following its September meeting. Given previous communications from committee members, it is believed that such a program may include purchases of mortgage-backed securities.

This information is an excerpt from an economic report dated July 2012 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

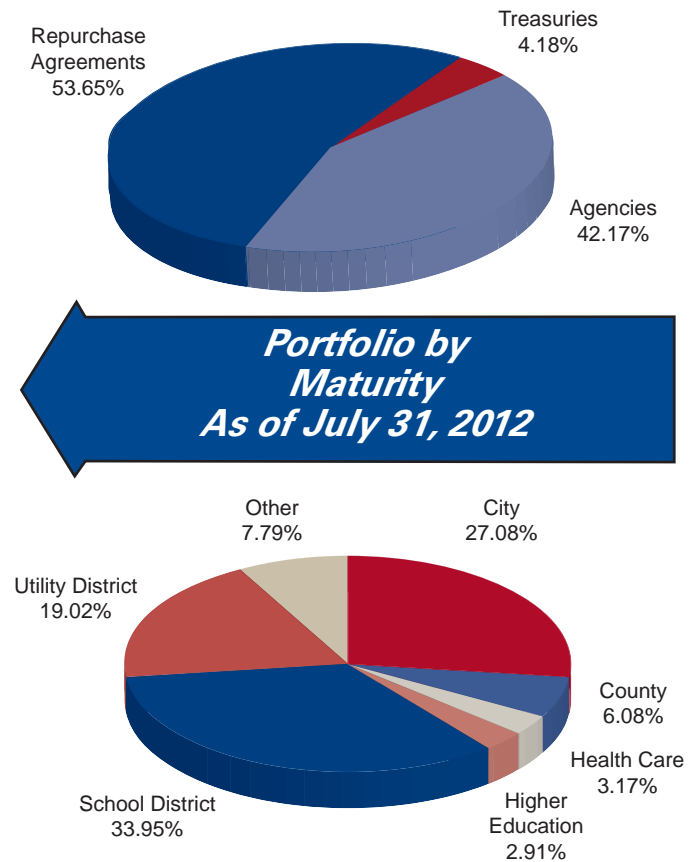
**For more information about TexSTAR, please visit our web site at [www.texstar.org](http://www.texstar.org).**

# Information at a Glance

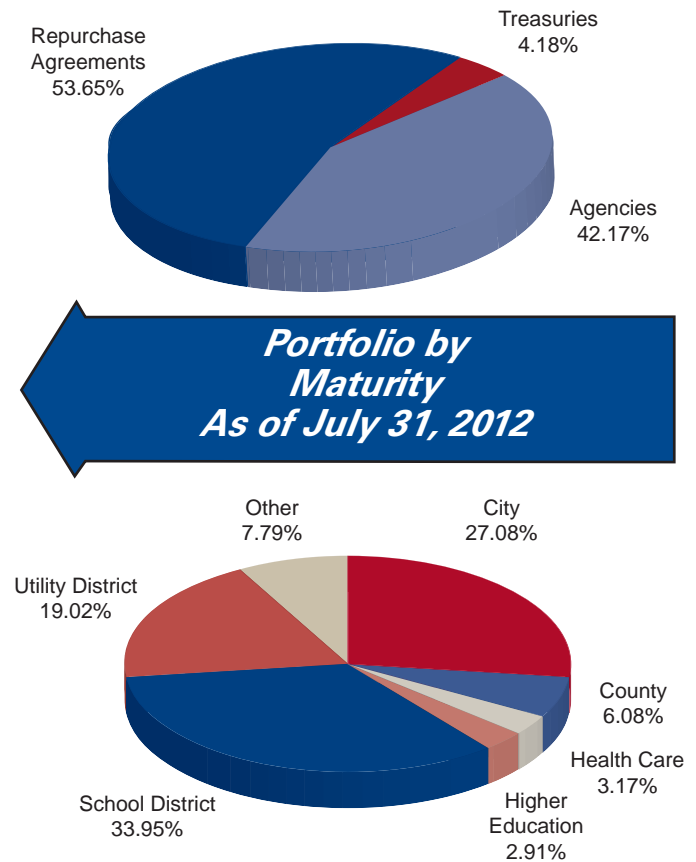
## Portfolio by Type of Investment As of July 31, 2012



## Distribution of Participants by Type As of July 31, 2012



## Portfolio by Maturity As of July 31, 2012



# Historical Program Information

Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Jul 12	0.1359%	\$5,189,684,471.14	\$5,190,308,464.19	1.000120	46	66	757
Jun 12	0.1379%	4,983,255,681.46	4,983,767,166.12	1.000102	48	70	756
May 12	0.1273%	5,178,606,480.90	5,179,224,581.51	1.000119	47	70	754
Apr 12	0.1098%	5,255,005,296.99	5,255,613,981.07	1.000115	46	69	752
Mar 12	0.1148%	5,668,145,582.64	5,668,844,552.57	1.000123	48	71	751
Feb 12	0.0986%	6,014,562,468.35	6,015,309,681.45	1.000124	48	70	751
Jan 12	0.0902%	6,122,141,791.23	6,122,989,120.67	1.000138	46	73	750
Dec 11	0.0815%	5,164,291,074.36	5,164,844,831.26	1.000107	48	79	749
Nov 11	0.0973%	4,964,174,535.92	4,964,899,185.74	1.000145	48	80	747
Oct 11	0.0807%	5,191,742,744.46	5,192,081,793.52	1.000065	47	74	745
Sep 11	0.0906%	5,218,150,511.94	5,218,680,416.17	1.000100	46	76	741
Aug 11	0.0940%	4,773,149,074.88	4,773,628,030.81	1.000100	45	69	735

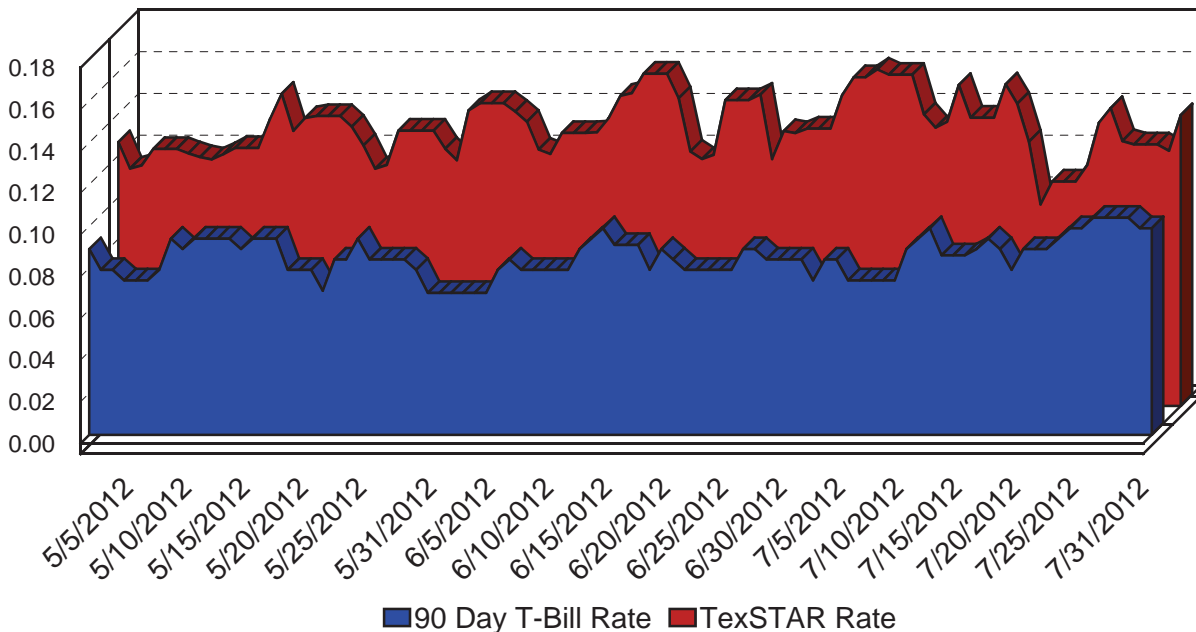
# Portfolio Asset Summary as of July 31, 2012

	Book Value	Market Value
Uninvested Balance	\$ 361.96	\$ 361.96
Accrual of Interest Income	2,450,612.00	2,450,612.00
Interest and Management Fees Payable	(919,315.62)	(919,315.62)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	2,783,754,000.00	2,783,754,000.00
Government Securities	2,404,398,812.80	2,405,022,805.85
<b>Total</b>	<b>\$ 5,189,684,471.14</b>	<b>\$ 5,190,308,464.19</b>

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



# TexSTAR versus 90-Day Treasury Bill



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

## Daily Summary for July 2012

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
7/1/2012	0.1329%	0.000003641	\$4,983,255,681.46	1.000102	47	69
7/2/2012	0.1489%	0.000004080	\$5,112,429,667.12	1.000101	46	67
7/3/2012	0.1575%	0.000004316	\$5,111,317,116.81	1.000103	45	67
7/4/2012	0.1575%	0.000004316	\$5,111,317,116.81	1.000103	45	67
7/5/2012	0.1612%	0.000004416	\$5,136,849,313.03	1.000102	48	69
7/6/2012	0.1587%	0.000004349	\$5,133,823,917.99	1.000100	46	69
7/7/2012	0.1587%	0.000004349	\$5,133,823,917.99	1.000100	46	68
7/8/2012	0.1587%	0.000004349	\$5,133,823,917.99	1.000100	46	67
7/9/2012	0.1397%	0.000003827	\$5,089,978,767.79	1.000104	47	68
7/10/2012	0.1333%	0.000003651	\$5,084,144,361.78	1.000098	48	69
7/11/2012	0.1361%	0.000003729	\$5,104,697,084.99	1.000098	48	69
7/12/2012	0.1538%	0.000004214	\$5,096,063,036.79	1.000091	50	71
7/13/2012	0.1381%	0.000003783	\$5,139,277,470.56	1.000092	48	69
7/14/2012	0.1381%	0.000003783	\$5,139,277,470.56	1.000092	48	69
7/15/2012	0.1381%	0.000003783	\$5,139,277,470.56	1.000092	48	69
7/16/2012	0.1541%	0.000004223	\$5,158,273,577.92	1.000106	48	68
7/17/2012	0.1448%	0.000003967	\$5,168,132,954.50	1.000111	48	68
7/18/2012	0.1266%	0.000003468	\$5,176,137,239.13	1.000121	47	67
7/19/2012	0.0965%	0.000002643	\$5,145,338,970.59	1.000135	48	68
7/20/2012	0.1075%	0.000002945	\$5,125,810,843.33	1.000130	46	66
7/21/2012	0.1075%	0.000002945	\$5,125,810,843.33	1.000130	46	66
7/22/2012	0.1075%	0.000002945	\$5,125,810,843.33	1.000130	46	66
7/23/2012	0.1155%	0.000003164	\$5,161,793,336.84	1.000117	46	65
7/24/2012	0.1357%	0.000003719	\$5,221,082,493.40	1.000110	45	53
7/25/2012	0.1427%	0.000003910	\$5,220,321,207.96	1.000110	45	64
7/26/2012	0.1269%	0.000003478	\$5,284,723,309.47	1.000105	44	63
7/27/2012	0.1253%	0.000003432	\$5,258,571,117.95	1.000099	42	61
7/28/2012	0.1253%	0.000003432	\$5,258,571,117.95	1.000099	42	61
7/29/2012	0.1253%	0.000003432	\$5,258,571,117.95	1.000099	42	61
7/30/2012	0.1222%	0.000003349	\$5,270,442,270.03	1.000106	42	61
7/31/2012	0.1393%	0.000003816	\$5,189,684,471.14	1.000120	43	63
Average	0.1359%	0.000003724	\$5,154,788,129.90		46	66

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



## **TexSTAR Board Members**

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

**For more information contact TexSTAR Participant Services ★ 1-800-TEX-STAR ★ [www.texstar.org](http://www.texstar.org)**



**J.P.Morgan**  
Asset Management



**CENTRAL TEXAS  
Regional Mobility Authority**

## AGENDA ITEM #14 SUMMARY

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### Executive Director's Report.

Department: Administrative

Associated Costs: None

Funding Source: None

Board Action Required: No

Description of Matter:

The Executive Director's Report is attached for review and reference.

Attached documentation for reference:

Executive Director's Report

- A. Ridesharing Pilot Program.
- B. Disabled veterans toll exemptions.
- C. FHWA Environmental document for the MoPac Improvement Project.
- D. Action by the Texas Transportation Commission on the financial assistance agreement for the MoPac Improvement Project.

Contact for further information:

Mike Heiligenstein, Executive Director



# REPORT TO THE BOARD OF DIRECTORS AUGUST 29, 2012

MIKE HEILIGENSTEIN - EXECUTIVE DIRECTOR

## PRIORITY ISSUES



183A Brushy Creek Pedestrian Bridge  
Opening Mid September



Bergstrom Expressway  
Open House Scheduled  
September 18th

### ADMINISTRATION

#### REGIONAL EXPRESS LANE WORKSHOP

The Mobility Authority is hosting a one-day, facilitated workshop for regional representatives and key stakeholders on how Express Lanes can be part of a regional solution to address Central Texas' mobility challenges.

With the introduction of this concept to Central Texas, the workshop will focus on the evolution of express lanes, issues and challenges and their use in Central Texas. We'll also hear from a panel of national experts who are utilizing them today in their communities. The workshop is being held Thursday, September 27th from 9:00 a.m. to 3:00 p.m. at the Hyatt Regency Austin in the Foothills Ball Room.

### OPERATIONS

#### 183A VALUE PRICING

#### PILOT PROGRAM

The Mobility Authority, TxDOT, CAMPO and the Texas A&M Transportation Institute submitted a joint application to the US DOT's Value Pricing Pilot Program and we were awarded \$765,000 to develop a project titled "Real-time Ridesharing Technology to Support Differential Tolling by Occupancy." The program would use a mobile application to help link up people who want to carpool and then provide them with a toll discount for sharing a ride. The concept will be studied on 183A as part of the pilot program, and if successful, could be deployed on all Mobility Authority projects.

### PROJECT DEVELOPMENT

#### MANOR EXPRESSWAY

#### US 183 INTERCHANGE PROJECT

Over the last month, the contractor finished placing the remaining steel girders and completed placement of all of the supporting concrete bridge beams and steel girders. Crews are now focused on finishing the remaining bridge decks and concrete work for the eastbound mainlanes and westbound bridge approaches.

Work completed this month allowed for the re-opening of the US 183 southbound entrance ramp, which was closed early in the project.

#### MANOR EXPRESSWAY

#### PHASE II PROJECT

In preparation for the completion of the US 183 Interchange Project, Central Texas Mobility Constructors (CTMC) has focused their efforts on completing construction of the eastbound mainlanes and westbound frontage road between the US 183 interchange and Springdale Road. CTMC completed construction of the eastbound frontage road between the US 183 interchange and Giles Road in late June, allowing for the traffic switch necessary to complete the first phase of the project. Construction efforts this month include subgrade preparation for pavement, retaining wall construction and bridge construction at Tuscany Way and Springdale Road. The interim construction work also includes the demolition of the old westbound

US 290 bridges to allow for construction of new, higher and wider bridges to accommodate the westbound US 290 frontage road.

The Public Involvement team met with the Chimney Hills subdivision homeowners association to discuss the proposed landscaping plan for the portion of Chimney Hills Boulevard being impacted by construction. The team also met with the Park Springs Neighborhood Association to discuss the overall Manor Expressway project and held a quarterly business owners roundtable meeting to discuss issues affecting businesses along the corridor.

## MO PAC IMPROVEMENT PROJECT

### PROJECT DEVELOPMENT

The Federal Highway Administration issued a finding of “no significant impact” for the MoPac Improvement Project on August 23, 2012. The finding means TxDOT and the Mobility Authority kept our promise to complete the Environmental Assessment in just two years and it clears the way for construction to begin in 2013. Previously, the Board approved the following short list of potential Design/Build teams for the MoPac Improvement Project: DW/Sundt, Abrams/Lane and CH2M HILL. These teams have been reviewing and commenting on the draft Request for Detailed Proposals (RFDP) as well as preparing Alternative Technical Concepts for the project as a way to provide value and reduce costs. We anticipate issuing the official RFDP next month.

At their August 2nd meeting, the Austin City Council approved two interlocal agreements in support of the MoPac Improvement Project. This included \$100,000 in Proposition 1 funds to be allocated to the project as well as approval to use the City’s right-of-way along Great Northern Boulevard for proposed soundwalls.

## 183A EXTENSION

### CONSTRUCTION

Final touches on the 183A Northern Extension continue. Current work includes miscellaneous concrete and hardscape activities, various punchlist items and landscaping. The Shared Use Path and

additional aesthetic enhancements are also being completed.

As approved by the Board at our July meeting, the speed limit on 183A was raised from 70 mph to 75 mph on August 9th. The limit was increased in response to a new state law that increased the maximum limit allowed on roads like 183A.

## US 183 BERGSTROM EXPRESSWAY

### ENVIRONMENTAL STUDY

#### PROJECT DEVELOPMENT

Work on the Bergstrom Expressway Environmental Study continues. The Public Involvement Team has begun advertising the first Open House on September 18th at the Delco Center and is finalizing materials. The team is also developing the context sensitive solutions process, continues to evaluate financing options and has submitted a TIFIA Loan Application. Staff is meet with local officials and various stakeholders to make them aware of the start of the study and the public involvement process.

## US 290W/SH 71W ENVIRONMENTAL STUDY

### PROJECT DEVELOPMENT

In preparation for the start of the environmental study in the Oak Hill area we are inviting a small group of community members to participate in a facilitated envisioning mobility workshop to discuss Oak Hill’s values and vision for mobility improvements in the area and to help us identify potential names for the project. The workshop will occur on August 29th from 6:30 p.m. to 9:00 p.m. at ACC’s Pinnacle Campus.

The information collected at this workshop will be used to develop a list of potential names intended to create a new, distinctive identity for the mobility improvements that will be considered and studied over the next several years. Following the workshop, we will share the list of possible names with the larger community and encourage everyone to vote on their favorite name via an online poll. Once a preferred name is identified we will be creating a web site, holding a press conference to



**CENTRAL TEXAS  
Regional Mobility Authority**

## AGENDA ITEM #15 SUMMARY

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### *EXECUTIVE SESSION*

*Executive Session:*

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



**CENTRAL TEXAS  
Regional Mobility Authority**

## AGENDA ITEM #16 SUMMARY

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### *EXECUTIVE SESSION*

*Executive Session:*

Discuss acquisition of real property or interests in real property for Mobility Authority office space and related needs, and related legal issues as authorized by §551.072 (Deliberation Regarding Real Property; Closed Meeting) and §551.071 (Consultation with Attorney; Closed Meeting).



**CENTRAL TEXAS  
Regional Mobility Authority**

## AGENDA ITEM #17 SUMMARY

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### *EXECUTIVE SESSION*

*Executive Session:*

Discuss legal issues related to *First Baptist Church of Leander, et al v. Texas Department of Transportation, et al*; Cause No. D-1-GN-09-001329 in the 201<sup>st</sup> District Court of Travis County, Texas, as authorized by §551.071 (Consultation with Attorney; Closed Meeting).





**CENTRAL TEXAS  
Regional Mobility Authority**

## AGENDA ITEM #18 SUMMARY

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### *EXECUTIVE SESSION*

*Executive Session:*

Discuss legal issues related to claims by or against the Mobility Authority, pending or contemplated litigation and any related settlement offers; or other matters as authorized by §551.071 (Consultation with Attorney; Closed Meeting).



**CENTRAL TEXAS  
Regional Mobility Authority**

## AGENDA ITEM #19 SUMMARY

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### *EXECUTIVE SESSION*

*Executive Session:*

Discuss legal issues related to procurement and financing of Mobility Authority transportation projects as authorized by §551.071 (Consultation with Attorney; Closed Meeting).



**CENTRAL TEXAS  
Regional Mobility Authority**

## AGENDA ITEM #20 SUMMARY

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### *EXECUTIVE SESSION*

*Executive Session:*

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



**CENTRAL TEXAS  
Regional Mobility Authority**

## AGENDA ITEM #21 SUMMARY

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### Right of Way

Authorize negotiation and execution of a purchase contract, a settlement agreement, or both in a pending eminent domain proceeding to acquire the following described parcel or property interest for the Manor Expressway Project:

- A. Parcel 60 of the Manor Expressway Toll Project, a 1.090 acre tract in Travis County, on the southeast corner of 290E and Parmer Lane, owned by The Butler Family Partnership, Ltd.
- B. Parcel 58 of the Manor Expressway Toll Project, a 1.112 acre tract in Travis County, on the southwest corner of 290E and Parmer Lane, owned by The Butler Family Partnership, Ltd.
- C. Parcel 61 of the Manor Expressway Toll Project, a 14.084 acre tract in Travis County, on the northeast corner of 290E and Parmer Lane, owned by The Butler Family Partnership, Ltd.



**CENTRAL TEXAS  
Regional Mobility Authority**

## AGENDA ITEM #22 SUMMARY

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Authorize negotiation and execution of a purchase contract to acquire approximately 10 acres on the north side of Old Manor Road near its intersection with Daffan Lane for Mobility Authority use, including as a long-term storage yard for materials and equipment.

Strategic Plan Relevance: Regional Mobility; Sustainability

Department: Engineering

Associated Costs: Subject to negotiation

Funding Source: General Fund

Board Action Required: Yes

Description of Matter: The Mobility Authority has identified an opportunity to acquire a 10 acre tract on the north side of Old Manor Road near its intersection with Daffan Lane, south of the Manor Expressway. The site could be used as a storage yard for Mobility Authority materials and equipment that will be needed to operate and maintain the Manor Expressway and other current and future roadways operated by the Mobility Authority.

Further information regarding this proposed acquisition will be provided in an executive session briefing pursuant to Section 551.072 (Deliberations about Real Property) of the Open Meetings Act so there is no detrimental effect on the Mobility Authority's negotiating position.

Reference documentation: Draft Resolution

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

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

**RESOLUTION NO. 12-\_\_\_**

**AUTHORIZING ACQUISITION OF APPROXIMATELY 10 ACRES OF REAL  
PROPERTY ON OLD MANOR ROAD NEAR DAFFAN LANE FOR MOBILITY  
AUTHORITY USE**

WHEREAS, the Central Texas Regional Mobility Authority is authorized by state law to acquire real property or an interest in real property to be used for improvements or amenities the Mobility Authority considers necessary, useful, or beneficial for the operation a Mobility Authority transportation project; and

WHEREAS, the Executive Director, through agents employed or contracted with the Mobility Authority, has identified approximately 10 acres abutting and north of Old Manor Road near its intersection with Daffan Lane (the "Property"); and

WHEREAS, the Property appears to be suitable for use as a storage area for materials and equipment needed for operation of the Mobility Authority's transportation projects; and

WHEREAS, the Executive Director recommends making an offer of \$\_\_\_\_\_ per acre to acquire the Property through a voluntary sale to the Mobility Authority.

NOW, THEREFORE, BE IT RESOLVED that the Executive Director is authorized and directed to negotiate and execute a contract to purchase the Property (with the final configuration of the 10 acres to be negotiated by the Executive Director) for a total acquisition price not to exceed \$\_\_\_\_ per acre.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29<sup>th</sup> day of August, 2012.

Submitted and reviewed by:

Approved:

\_\_\_\_\_  
Andrew Martin, General Counsel  
Central Texas Regional Mobility Authority

\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 12-\_\_\_  
Date Passed: 8/29/12

**Exhibit "A" to Resolution No. 12-**

**Metes and Bounds Description of Parcel 61**



**CENTRAL TEXAS  
Regional Mobility Authority**

**AGENDA ITEM #23 SUMMARY**

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Approve the release of a 0.3045 acre drainage easement abutting 183A to Pecan Grove SPVEF, L.P.

Strategic Plan Relevance:	Regional Mobility
Department:	Engineering
Associated Costs:	N/A
Funding Source:	N/A
Board Action Required:	Yes

Description of Matter: On July 27, 2007, Pecan Grove SPVEF, L.P. conveyed a drainage easement over Parcel 61 DE (0.3405 acres of one acre of land) to the Mobility Authority for the nominal cost of \$10.00. Pecan Grove SPVEF, L.P. requested that the Mobility Authority review and evaluate the need for that drainage easement and, if not needed, convey the parcel back to Pecan Grove SPVEF, L.P. Staff for the Mobility Authority reviewed the request and determined that the drainage easement is not needed.

Board approval of this resolution will authorize the Executive Director to release and convey the drainage easement to Pecan Grove SPVEF, L.P. for a nominal cost.

Reference documentation: Drainage Easement to Mobility Authority  
Draft Resolution

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





**DRAINAGE EASEMENT**

Highway 183A

THE STATE OF TEXAS

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

That Pecan Grove SPVEF, L.P., and their successors and assigns, hereinafter referred to as Grantor (whether one or more), for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by HILL COUNTRY CONSTRUCTORS ON BEHALF OF CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the below-described property:

See attached Exhibit "A"

The perpetual easement, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage easement, along with any structures which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities, in, along, upon and across said premises described in Exhibit AA@ together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which the State of Texas deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the easement herein acquired by Grantee.

Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part

thereof, for the purpose of constructing or maintaining said utilities and drainage and for making connections therewith.

And Grantor does hereby bind his heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto State of Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The perpetual easement, right-of-way, rights and privileges granted herein are exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant, without the express written consent of Grantee, which consent shall not be unreasonably withheld.

EXECUTED on this the 26 day of July, 2007.

**GRANTOR:**



**Pecan Grove SPVEF, L.P.**

**By: Dennis McDaniel, General Partner**

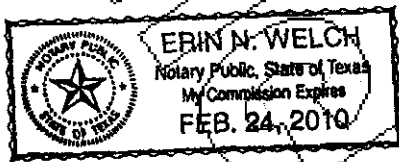
**ACKNOWLEDGMENT**

STATE OF TEXAS

COUNTY OF TRAVIS

§  
§  
§

This instrument was acknowledged before me on this the 26th day of July, 2007 by Dennis McDaniel for the purposes and consideration recited therein.



*Erin N. Welch*

Notary Public, State of Texas

**ACKNOWLEDGMENT**

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

§  
§  
§

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2007 by \_\_\_\_\_ for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas

EXHIBIT "A"

County: Williamson  
Highway: U.S. 183A  
Limits: From: South Fork of the San Gabriel River  
To: Avery Ranch Boulevard

Property Description for Parcel 61 DE

Being all that certain 0.3405 of one acre (14,830 square feet) parcel of land situated in the Walter Campbell Survey, A-3, Williamson County, Texas, and being out of and a part of a called 133.41 acre tract of land as conveyed to 183 Pecan Grove, L.L.C. by Document Number 9848122 of the Official Records of Williamson County, Texas (O.R.W.C.T.). Said 0.3405 of one acre (14,830 square feet) parcel being more particularly described by metes and bounds as follows with all bearings and coordinates based on the Texas State Plane Coordinate System, NAD83, Central Zone and adjusted to surface using a combined surface adjustment factor of 1.00012:

**COMMENCING** for a point of reference at a 1/2-inch iron found along the southerly property line of said 133.41 acre tract, same being the northeast corner of a called 10.00 acre tract as conveyed to Jim D. Chadwick by Document Number 9751730 of the O.R.W.C.T.; thence as follows:

South 69°07'10" West, along the boundary line common to said 133.41 acre tract and said 10.00 acre tract, a distance of 734.16 feet to a 1/2-inch iron rod with a TxDOT aluminum cap (X=3,089,072.87, Y=10,172,380.90) set for the **POINT OF BEGINNING**;

1. THENCE, South 69°07'10" West, continuing along the common line between said 133.41 acre tract and said 10.00 acre tract, a distance of 5.92 feet to a 1/2-inch iron rod found in the proposed easterly right-of-way line of United States Highway Number 183A (US 183A) (width varies), for the southwest corner of the herein described parcel;
2. THENCE, North 13°36'16" West, along the proposed easterly right-of-way line of said US 183A, a distance of 183.09 feet to a 1/2-inch iron rod with a TxDOT aluminum cap set for the northwest corner of the herein described parcel;
3. THENCE, South 35°46'43" East, across said 133.41 acre tract, a distance of 63.59 feet to a 1/2-inch iron rod with a TxDOT aluminum cap set for an angle point;
4. THENCE, North 78°58'56" East, continuing across said 133.41 acre tract, a distance of 196.20 feet to a 1/2-inch iron rod with a TxDOT aluminum cap set for an angle point;

EXHIBIT "A"

5. THENCE, South 13°36'16" East, continuing across said 133.41 acre tract, a distance of 50.00 feet to a 1/2-inch iron rod with a TxDOT aluminum cap set for an angle point;
6. THENCE, South 73°27'32" West, continuing across said 133.41 acre tract, a distance of 196.26 feet to a 1/2-inch iron rod with a TxDOT aluminum cap set for an angle point;
7. THENCE, South 04°46'57" West, continuing across said 133.41 acre tract, a distance of 57.47 feet to the **POINT OF BEGINNING** and containing a computed area of 0.3405 of one acre (14,830 square feet) of land, more or less.

This Metes and Bounds description is accompanied by a separate plat.

Calls in parenthesis denote record information.

The proposed baseline information recited herein is based on a design schematic drawing provided by URS, Inc.

*Charles G. Clark* 3/1/06

Charles G. Clark Date

Registered Professional Land Surveyor

Texas Registration Number 3932

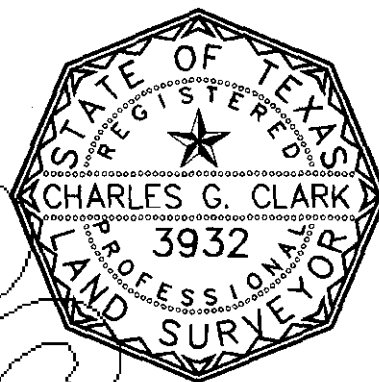
SURVCON INC.

400 West 15<sup>TH</sup> Street.

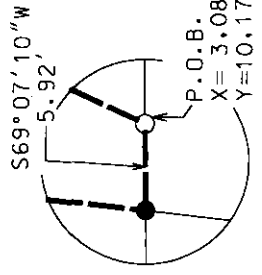
Austin, Texas 78701

(512) 457-7870

March, 2006



- SURVEY LEGEND**
- = FOUND TXDOT BRONZE DISK IN CONCRETE
  - = SET TXDOT BRONZE DISK IN CONCRETE
  - = SET 1/2" IRON ROD W/TXDOT ALUM. CAP
  - = FOUND 1/2" IRON ROD UNLESS OTHERWISE NOTED
  - ⊗ = FOUND 4" x 4" TXDOT TYPE 1 CONCRETE MONUMENT
  - △ = CALCULATED POINT
  - ℙ = PROPERTY LINE
  - ℬ = PROPOSED BASELINE



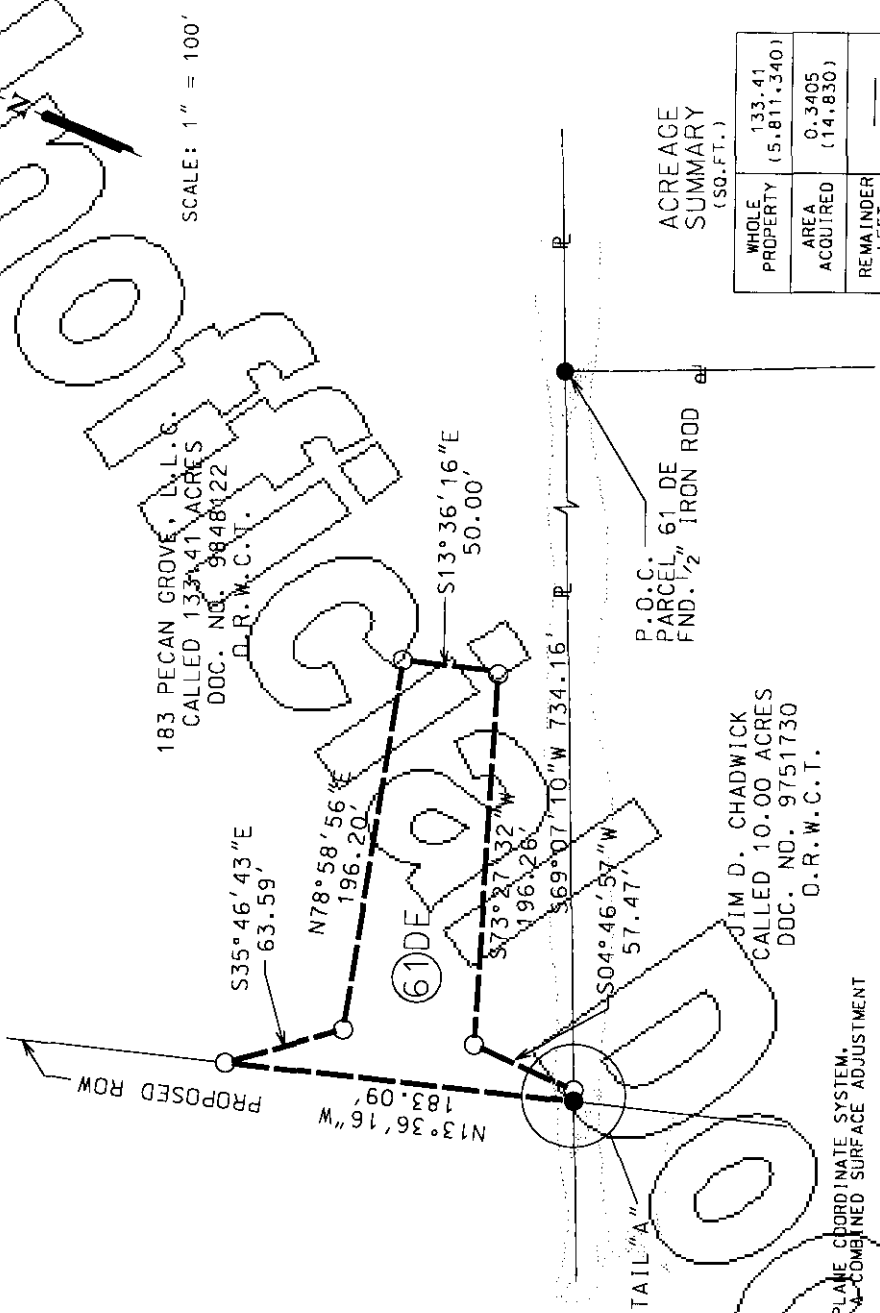
DETAIL "A"

P.O.B.  
X = 3,089,072.87  
Y = 10,172,380.90

PROPOSED US 183A  
(R.O.W. VARIES)

**WALTER CAMPBELL SURVEY, A - 3**

**Exhibit "A"**



183 PECAN GROVE, L.L.C.  
CALLED 133.41 ACRES  
DOC. NO. 9848122  
D.R.W.C.T.

P.O.C.  
PARCEL 61 DE  
FND. 1/2" IRON ROD

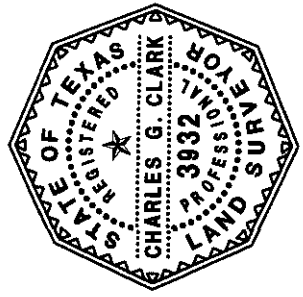
JIM D. CHADWICK  
CALLED 10.00 ACRES  
DOC. NO. 9751730  
D.R.W.C.T.

ACREAGE SUMMARY (SQ.FT.)

WHOLE PROPERTY	133.41 (5,811,340)
AREA ACQUIRED	0.3405 (14,830)
REMAINDER LEFT	---
REMAINDER RIGHT	---

SCALE: 1" = 100'

- NOTES:**
- BEARINGS AND COORDINATES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, MAD 83 CENTRAL ZONE AND ADJUSTED TO SURFACE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00012.
  - THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE AND MAY NOT INCLUDE EASEMENTS AND INFORMATION PERTAINING TO THESE TRACTS. RECORD INFORMATION SHOWN ON THIS MAP ARE BASED ON PUBLIC RECORD INFORMATION. THE SURVEYOR HAS NOT ABSTRACTED THESE TRACTS.
  - THE BASELINE SHOWN HEREON IS PER A DESIGN SCHEMATIC FILE PROVIDED BY URS, INC.
  - D.E. INDICATES DRAINAGE EASEMENT
  - P.U.E. INDICATES PUBLIC UTILITY EASEMENT
  - D.R.W.C.T. INDICATES OFFICIAL RECORDS OF WILLIAMSON COUNTY TEXAS
  - O.P.R.W.C.T. INDICATES OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS
  - W.C.P.R. INDICATES WILLIAMSON COUNTY PLAT RECORDS
  - W.C.D.B. INDICATES WILLIAMSON COUNTY DEED RECORDS



US 183A  
PARCEL PLAT  
FOR PARCEL 61 DE  
COUNTY: WILLIAMSON  
GRANTOR: 183 PECAN GROVE, L.L.C.

**SURVCON INC.**  
PROFESSIONAL SURVEYORS  
400 WEST 15TH STREET, SUITE 1030  
AUSTIN, TEXAS 78701  
TELEPHONE (512) 457-7870, FAX (512) 320-0898  
EMAIL: aoustinesurvcon.com

SCALE: 1" = 60'  
DATE: MARCH 2006  
DRAWN BY: CAH  
CHECKED BY: CCC

JOB #: 630417-1294  
F.B. #: US 183 A  
CAD FILE: PARCEL 61 DE  
PAGE 3 OF 3 PAGES

3/21/06

*Charles G. Clark*  
DATE: 3/21/06

CHARLES G. CLARK  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 3932

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS 2007073709

*Nancy E. Rister*

08/28/2007 09:15 AM

PHERBRICH \$36.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS

Unofficial Document

① The Pinnacle Group  
595 Round Rock West Dr  
Suite 205  
Round Rock Tx 78681

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

**RESOLUTION NO. 12-\_\_\_**

**APPROVING THE RELEASE OF A 0.3045 ACRE DRAINAGE EASEMENT  
ABUTTING 183A TO PECAN GROVE SPVEF, L.P.**

WHEREAS, in connection with the development of the 183A project, the Mobility Authority acquired from Pecan Grove SPVEF, L.P. (the "Landowner") a 0.3045 acre drainage easement for the nominal consideration of \$10.00, as more specifically described in Exhibit 1 (the "Drainage Easement"); and

WHEREAS, the Mobility Authority staff has determined the Mobility Authority has no current or anticipated need to retain the Drainage Easement for use by the Mobility Authority; and

WHEREAS, the Landowner has requested that the Mobility Authority release and convey the Drainage Easement back to the Landowner; and

WHEREAS, the Board has determined it is in the interests of the Mobility Authority to convey the Drainage Easement to the Landowner.

NOW, THEREFORE, BE IT RESOLVED that the Executive Director is authorized to negotiate and execute for the Mobility Authority all documents needed to release the Drainage Easement to the Landowner for the nominal consideration of \$10.00.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29<sup>th</sup> day of August, 2012.

Submitted and reviewed by:

Approved:

\_\_\_\_\_  
Andrew Martin, General Counsel  
Central Texas Regional Mobility Authority

\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 12-\_\_\_  
Date Passed: 8/29/12



**Exhibit 1**

**DESCRIPTION OF DRAINAGE EASEMENT**

**[following 3 pages]**

EXHIBIT "A"

County: Williamson  
Highway: U.S. 183A  
Limits: From: South Fork of the San Gabriel River  
To: Avery Ranch Boulevard

Property Description for Parcel 61 DE

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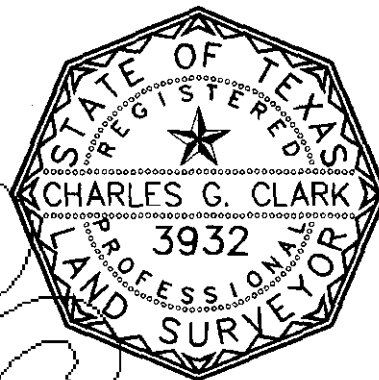
*Charles G. Clark* 3/1/06

Charles G. Clark Date

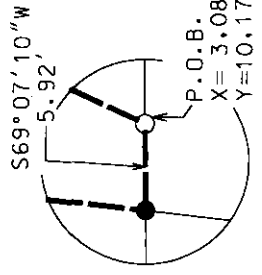
Registered Professional Land Surveyor

Texas Registration Number 3932

SURVCON INC.  
400 West 15<sup>TH</sup> Street.  
Austin, Texas 78701  
(512) 457-7870  
March, 2006



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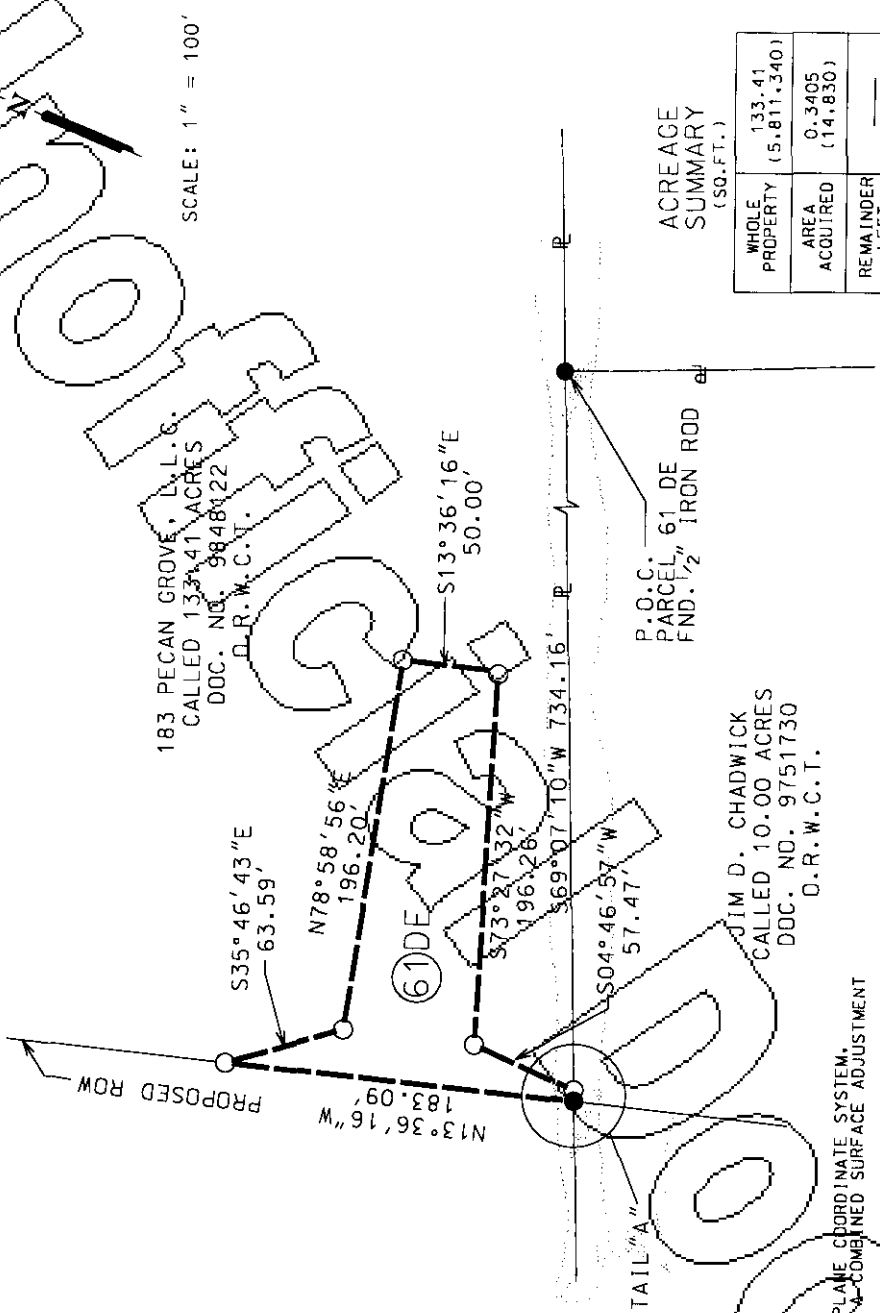


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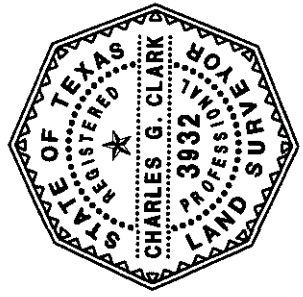
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US 183A  
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 COUNTY: WILLIAMSON  
 GRANTOR: 183 PECAN GROVE, L.L.C.

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 PAGE 3 OF 3 PAGES

3/21/06

Charles G. Clark  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 TEXAS REGISTRATION NO. 3932

**FILED AND RECORDED**

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*Nancy E. Rister*

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PHERBRICH \$36.00

NANCY E. RISTER, COUNTY CLERK

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