

## October 30, 2019 AGENDA ITEM #11

Approve Amendment No. 1 to the Interlocal Agreement with the Capital Area Metropolitan Planning Organization related to the MoPac Improvement Project

Strategic Plan Relevance: Regional Mobility

Department: Finance

Contact: Bill Chapman, Chief Financial Officer

Associated Costs: N/A

Funding Source: N/A

Action Requested: Consider and take such action as necessary

<u>Background</u> - The Mobility Authority exercised its option ("primacy") to develop construct and operate a managed lane project (the MoPac Improvement Project) in the City of Austin, Travis County, along an 11-mile portion of Loop 1 (MoPac) south of Parmer Lane to Cesar Chavez Street prior to 2012.

Subsequent to the Mobility Authority declaring primacy for the Project, the Texas Department of Transportation (TxDOT) identified approximately \$2 billion in unanticipated funding for highway projects, resulting primarily from additional Federal funding and lower than expected borrowing and construction costs for current projects. TxDOT notified the Capital Metropolitan Planning Organization (CAMPO) that about \$136.5 million of the unanticipated funding was made available for transportation projects in the Austin metropolitan area. The new funds had to be allocated to projects which had progressed through the planning and development process to a point where Federal funds could be obligated to the project by September 30, 2012. The Mobility Authority's MoPac Improvement Project was expected to receive environmental clearance on or before August 31, 2012 making the project a candidate for these funds.

<u>Previous Actions - CAMPO</u> and the Mobility Authority entered an Interlocal Agreement (ILA) related to the MoPac Improvement Project (the "Project") on June 27<sup>th</sup>, 2012. This agreement allocated \$130 million in new funds to the Mobility Authority to fund construction of the Project without issuing toll revenue bonds. These new funds reduced the total cost of constructing and operating by the projected cost of issuing and repaying toll revenue bonds.

To assure that the region shared in the benefits resulting from the use of these funds, the Mobility Authority, via the ILA, agreed to establish a Regional Infrastructure Fund (RIF) created from a portion of the "Surplus Revenue" from the MoPac Improvement Project to be used to fund other transportation projects identified by CAMPO. "Surplus Revenue" is generally defined as revenue that exceeds debt service payments, payment obligations, costs of operating and maintaining the transportation project, and the cost of repair, expansion, or improvement of a transportation project.

The ILA limits the Mobility Authority's ability to secure borrowing for subsequent projects (even enhancements related to the original MoPac Improvement Project) using MoPac's revenue. The ILA further limits the ability to put the Project into CTRMA's "System" of projects which means it must remain a stand-alone project. The Transportation Code, Section 370.034, allows an authority to operate two or more transportation projects as one operational and financial enterprise, more commonly known as a "System", but in this case the Mobility Authority is limited by the ILA.

<u>Action requested/Staff Recommendation</u> - Adopt the proposed Resolution amending the ILA with CAMPO allowing the Mobility Authority to designate and add the Project as part of the Mobility Authority's System. The amendment also allows the use of the Project's revenue as security interest for System projects. Putting the Mopac Improvement Project into the System provides flexibility regarding future project funding and allows for more efficiency by removing the stand-alone project accounting.

The schedule and amount for annual payments from a portion of the Project's surplus revenue into the Regional Infrastructure Fund will remain as defined in the June, 2012 ILA.

Backup Provided: Draft Resolution

Amendment No. 1 to the Interlocal Agreement June 12, 2012 Interlocal Agreement with CAMPO

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

#### **RESOLUTION NO. 19-0XX**

# APPROVING AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT WITH THE CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION RELATED TO THE MOPAC IMPROVEMENT PROJECT

WHEREAS, by Resolution No. 12-039 dated June 27, 2012, the Central Texas Regional Mobility Authority (Mobility Authority) Board of Directors approved an interlocal agreement (Interlocal Agreement) with the Capital Area Metropolitan Planning Organization (CAMPO) to provide funding for the MoPac Improvement Project (Project) and to establish a Regional Infrastructure Fund (RIF) to be used to fund other transportation projects in the Central Texas region; and

WHEREAS, the Mobility Authority has established the RIF and made deposits therein from surplus revenue from the Project as set forth in the Interlocal Agreement; and

WHEREAS, and the Mobility Authority is obligated to continue making deposits to the RIF from surplus revenues from the Project in the amounts and at the times set forth in the Interlocal Agreement; and

WHEREAS, Mobility Authority has established and designated certain transportation projects as parts of its "CTRMA Turnpike System" (System); and

WHEREAS, the Mobility Authority desires to designate and add the Project as part of the System, which will provide the Mobility Authority with increased flexibility to make further improvements to the Project and provide additional capacity to develop other transportation projects as part of the System; and

WHEREAS, certain provisions in the Interlocal Agreement related to the encumbrance of Project revenues limit the Mobility Authority's ability to use Project revenues to secure third party borrowing and prevent the Mobility Authority from adding the Project to the System; and

WHEREAS, the Executive Director and CAMPO have negotiated Amendment No. 1 to the Interlocal Agreement to allow the Mobility Authority to (1) add the Project to the System, (2) make payments to the RIF from the Mobility Authority's General Fund rathe than surplus Project revenues, and (3) encumber, pledge and grant a security interest in Project revenues to facilitate third party borrowing; and

WHEREAS, the Executive Director recommends approval of proposed Amendment No.1 to the Interlocal Agreement with CAMPO in the form or substantially the same form as is attached hereto as Exhibit A.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors hereby approves Amendment No. 1 to the Interlocal Agreement with CAMPO, and authorizes the Executive Director to finalize and execute Amendment No. 1 to the Interlocal Agreement with CAMPO in the form or substantially the same form as is attached hereto as <a href="Exhibit A">Exhibit A</a>.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the  $30^{\text{th}}$  day of October 2019.

Submitted and reviewed by:	Approved:
Geoffrey Petrov, General Counsel	Robert W. Jenkins, Jr.
Geoffrey Petrov, General Counsel	Robert W. Jenkins, Jr. Chairman, Board of Directors

## Exhibit A

#### FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT (this "Amendment") is made and entered effective as of the \_\_\_ day of \_\_\_\_\_\_, 2019, by and between the CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION ("CAMPO"), the designated metropolitan planning organization for the Austin metropolitan area, and the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (the "Mobility Authority"), a political subdivision of the State of Texas (each a "Party", and collectively, the "Parties").

#### WITNESSETH:

WHEREAS, this Amendment amends and modifies that certain Interlocal Agreement entered into by the Parties and effective as of June 27, 2012 (the "Original Agreement"), relating to the MoPac Improvement Project (the "Project"); and

WHEREAS, pursuant to its terms, the Original Agreement may not be amended or modified except in writing and executed by both Parties and authorized by their respective governing bodies; and

WHEREAS, capitalized terms used in this Amendment and not otherwise defined herein shall have the meaning given to such terms in the Original Agreement; and

WHEREAS, the Mobility Authority has established the Regional Infrastructure Fund (the "RIF") and made deposits therein from Surplus Revenue of the Project in the amounts and at the times required by the Original Agreement, and the Mobility Authority is obligated to continue making deposits to the RIF from Surplus Revenue in the amounts and at the times set forth in the Original Agreement; and

WHEREAS, the Mobility Authority has established and designated certain transportation projects as part of its "CTRMA Turnpike System" (the "System"), and the Mobility Authority desires to designate and add the Project as part of the System, which will provide the Mobility Authority with increased flexibility to make further improvements to the Project and will provide additional capacity to develop other transportation projects as part of the System; and

WHEREAS, to facilitate the designation and addition of the Project as part of the Mobility Authority's System, the Parties desire to amend the Original Agreement as set forth herein;

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

## I. 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 this Amendment by resolution of their respective governing body and that this Amendment will be in full force and effect when executed by each Party.

### II. AMENDMENTS

- A. Notwithstanding any other provision of the Original Agreement to the contrary, including but not limited to, Section II.D and Section II.E:
  - (1) The Mobility Authority may designate and add the Project as part of the Mobility Authority's System; and
  - (2) Following the Mobility Authority's designation and addition of the Project as part of the System:
    - (a) All deposits to be made by the Mobility Authority to the RIF shall be made solely from funds on deposit in the Mobility Authority's General Fund established pursuant to the terms of that certain Master Trust Indenture dated as of February 1, 2005, between the Mobility Authority and the trustee named therein (as currently amended and as it may be further amended in the future, the "CTRMA Trust Indenture"); provided, that the Mobility Authority reserves the right, at its sole discretion, to make such deposits from other funds of the Mobility Authority (being funds that do not constitute Revenues under the CTRMA Trust Indenture), to the extent such funds are determined to be available for such purposes and are appropriated for such purposes;
    - (b) If funds are not on deposit in the General Fund and available for deposit to the RIF at the times or in the amounts projected on the general schedule set forth in <a href="Exhibit">Exhibit "A"</a> attached to the Original Agreement, the Parties will confer and will work in good faith to revise the terms of the Original Agreement, as amended by this Amendment, to accommodate the changed circumstances while preserving the benefits for the region of the RIF and recognizing the value of the designated contribution schedule;
    - (c) The Mobility Authority may encumber, pledge and grant a security interest in Project revenues, subject to the terms of the CTRMA Trust Indenture; and
    - (d) For the avoidance of doubt, Project revenues shall constitute Revenues under the CTRMA Trust Indenture and shall be subject in all respects to the terms and provisions of the CTRMA Trust Indenture.
- B. Except as amended by this Amendment, the Original Agreement shall remain in full force and effect.

#### III. GENERAL AND MISCELLANEOUS

- A. **Prior Written Agreements.** The Original Agreement, as amended by this Amendment (the "Amended Agreement"), is the complete agreement by and between the Parties on the subject matter of the Amended Agreement. The Amended 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.
- B. Other Services. Nothing in the Amended 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 the Amended Agreement or in a separate written instrument executed by other Parties.
- C. Governmental Immunity. Nothing in the Amended Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity 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 the United States.
- D. Amendments and Modifications. The Amended Agreement may not be amended or modified except in writing and executed by both Parties to the Amended Agreement and authorized by their respective governing bodies.
- E. Severability. If any provision of the Amended 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 the entire Amended 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 the Amended 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 the Amended Agreement and be deemed to be validated and enforceable.
- F. Execution in Counterparts. This Amendment may be simultaneous 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.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed and delivered this Amendment by their officers thereunto duly authorized.

Capital Area Metropolitan Planning Organization Transportation Policy Board	Central Texas Regional Mobility Authority	
By: Steve Adler, Chair	By: Robert Jenkins, Jr., Chair	
Date:	Date:	

#### INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into effective as of the 14 day of 1000 and between the CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION ("CAMPO"), the designated metropolitan planning organization for the Austin metropolitan area, and the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (the "Mobility Authority"), a political subdivision of the State of Texas (each a "Party", and collectively, the "Parties").

#### WITNESSETH:

WHEREAS, 23 U.S.C. §134 requires the Governor, by agreement with units of general purpose local government in the affected area, to designate a metropolitan planning organization ("MPO") for each metropolitan planning area in the state; and

WHEREAS, 23 U.S.C. §134 requires each MPO so designated, in cooperation with the state, to develop long-range transportation plans and transportation improvement programs for the metropolitan planning area; and

WHEREAS, the Governor of Texas has designated CAMPO as the MPO for Bastrop, Caldwell, Hays, Travis, and Williamson Counties in accordance with the requirements of 23 U.S.C. §134; 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 of the Texas Transportation Code (the "RMA Act") and 43 Tex. ADMIN. Code §§26.1 et seq.; and

WHEREAS, Chapter 791 of the Texas Government Code provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

WHEREAS, Section 370.033 of the RMA Act provides that a regional mobility authority may enter into contracts or agreements with another governmental entity; 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 state law, to develop, construct, and operate a proposed managed lane project in the City of Austin, Travis County, along an 11-mile portion of Loop 1 (MoPac) south of Parmer Lane to Cesar Chavez Street (the "MoPac Improvement Project" or "Project"); and

WHEREAS, the Texas Department of Transportation ("TxDOT") recently identified approximately \$2 billion in unanticipated funding for highway projects, resulting primarily from additional federal funding and lower than expected borrowing and construction costs for current projects; and

- WHEREAS, TxDOT has notified CAMPO that \$136,583,000.00 of the unanticipated funding (the "New Funds") will be made available for transportation projects in the Austin metropolitan area and has asked CAMPO to allocate the New Funds for appropriate projects; and
- **WHEREAS**, the New Funds must be primarily allocated to projects which have progressed through the planning and development process to a point where Federal funds may be obligated to the project by September 30, 2012; and
- WHEREAS, the MoPac Improvement Project is expected to receive environmental clearance on or before August 31, 2012, and has otherwise advanced through the planning and development process such that it is anticipated to be eligible for the obligation of funds prior to September 30, 2012; and
- WHEREAS, CAMPO has determined that it is in the best interest of the region to allocate \$130 million in New Funds to the development and construction of the MoPac Improvement Project by the Mobility Authority; and
- WHEREAS, the allocation of \$130 million in New Funds to the MoPac Improvement Project makes it possible for the Mobility Authority to fund construction of the Project without issuing toll revenue bonds, and thus reduces the total cost of constructing and operating the Project by the projected cost of issuing and repaying toll revenue bonds; and
- WHEREAS, because the Mobility Authority will not have debt service requirements for the MoPac Improvement Project, the Project will generate "Surplus Revenue" (as defined below) sooner than if debt were issued; and
- WHEREAS, to assure that the region shares in the benefits resulting from the use of New Funds for the MoPac Improvement Project, and in accordance with the requirements of Section 370.174 of the RMA Act, the Mobility Authority has agreed to establish a Regional Infrastructure Fund ("RIF") created from a portion of the Surplus Revenue from the MoPac Improvement Project to be used to fund other transportation projects in the region; and
- **WHEREAS**, in accordance with the terms of this Agreement and provisions of the RMA Act, the RIF will be available for use on transportation projects identified by CAMPO; and
- WHEREAS, the Mobility Authority has agreed to deposit and hold the RIF in a dedicated interest-bearing account for the benefit of CAMPO;
- NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned Parties agree as follows:

### I. 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 and that this Agreement will be in full force and effect when approved by each party.

### II. ACTION

- A. Allocation of New Funds to the MoPac Improvement Project. CAMPO shall amend its Transportation Improvement Program ("TIP") to allocate to the Mobility Authority \$130 million in New Funds, to be used to pay or provide reimbursement for the costs of (1) constructing the MoPac Improvement Project, including without limitation costs of right-of-way acquisition and utility relocation; and (2) other costs associated with project financing and implementation. This funding allocation is committed by CAMPO and is not subject to future discretionary actions of CAMPO. The Parties recognize and acknowledge that, subject to applicable law, a portion of the New Funds committed by this paragraph may be applied to reimburse costs incurred prior to, and in anticipation of, receipt of New Funds. The Parties further recognize and acknowledge that the New Funds shall be made available to the Mobility Authority by TxDOT pursuant to the terms of a separate financial assistance agreement. A copy of the financial assistance agreement will be provided to CAMPO upon execution by the Mobility Authority and TxDOT.
- B. Maintenance of Regional Infrastructure Fund. In order to share the financial benefits derived from using New Funds for the MoPac Improvement Project, the Mobility Authority will establish and maintain a RIF. The RIF will be held in a dedicated interest-bearing account into which the Mobility Authority will deposit a portion of the Surplus Revenue generated by the Project (the "RIF Account"). The amounts of, and projected schedule for, contributions to the RIF Account are set forth on Exhibit "A", attached hereto and incorporated herein.
- C. Use of Funds Held in the RIF Account. The proceeds deposited to the RIF Account (and interest earned thereon) shall be used to assist governmental entities (which may include the Mobility Authority) in funding eligible toll or toll-free transportation projects. CAMPO shall have the sole responsibility for designating the transportation projects to which funds in the RIF Account will be allocated and determining the amount of available RIF proceeds to be allocated to each project. The Mobility Authority shall distribute funds in the RIF Account to governmental entities as designated by CAMPO for transportation projects included in the approved TIP (and any other required planning document). Notwithstanding the foregoing, unless otherwise permitted by federal law, funds in the RIF Account may only be used for a transportation project as defined in Title 23 of the United States Code (23 U.S.C.).

If, in the future, state and federal law permits CAMPO to directly fund projects through loans and grants, and state law permits a regional mobility authority to transfer Surplus Revenue directly to a metropolitan planning organization, the Parties agree that the RIF contributions and account shall, upon receipt of a written request from CAMPO, be transferred from the Mobility Authority to CAMPO.

- D. Mobility Authority Commitment Contingent on Surplus Revenue. The Mobility Authority shall deposit Surplus Revenue to the RIF Account only to the extent Surplus Revenue exists and in accordance with the general schedule set forth in Exhibit "A", which was derived based on projected revenues, operations and maintenance expenses, necessary reserves, and other project expenditures developed by the Mobility Authority and its consultants. For purposes of this Agreement, the phrase "Surplus Revenue" shall have the meaning set forth in Section 370.003(12) of the RMA Act, provided that neither (1) feasibility fund expenditures; nor (2) debt service and other expenses associated with any borrowing as described in Section II.E(2) shall be deducted from Project revenues in computing Surplus Revenue. If the Project does not generate Surplus Revenue at the time or in the amounts projected on Exhibit "A", the parties will confer and will work in good faith to revise the terms hereof to accommodate the changed circumstances while preserving the benefits for the region of the RIF and recognizing the value of the designated contribution schedule.
- E. Encumbrance of Project Revenues. The Mobility Authority agrees not to encumber Project revenues to secure borrowing from third parties except in either of the following circumstances:
- (1) The Mobility Authority determines that funds are needed to support Project construction or operations or to reimburse previously-incurred Project expenditures. If the funds needed are less than \$25 million, the Mobility Authority may take such actions as are necessary to secure the funding, including entering into a loan agreement with a third party to provide the funding on commercially reasonable terms (which may include a pledge of Project revenues).
- (2) If the Mobility Authority has made contributions to the RIF in accordance with the schedule reflected on Exhibit "A", it may pledge that portion of Surplus Revenue which exceeds scheduled RIF contributions ("Additional Surplus Revenue") to secure third party borrowing. In accordance with Section II.D, all debt service and other expenses associated with such borrowing shall be excluded from the definition of Surplus Revenue available for contribution to the RIF (i.e., debt service and expenses related to such borrowing will not be deducted from Project revenues for purposes of calculating Surplus Revenue available for contribution to the RIF). In the event the Mobility Authority intends to borrow money and pledge the Additional Surplus Revenue to secure such borrowing, the Mobility Authority shall: (1) provide notice of its intent to engage in such borrowing at least thirty (30) calendar days prior to consummating such loan; (2) assure that any documents evidencing the loan recognize the obligations to make the RIF contributions prior to satisfying any loan obligations; and (3) provide documents evidencing the loan to CAMPO at least ten (10) business days prior to funding.
- F. Advance Funding of RIF. At its option and depending on Project performance, the Mobility Authority may fund the entire contribution to the RIF earlier than is otherwise projected on Exhibit "A".

G. Audit of Project. The Mobility Authority will provide a copy of its annual audit to CAMPO until such time that the RIF contributions have been fully funded in accordance with Exhibit "A". In addition, CAMPO may, at its expense, secure an independent audit of the Project to verify the computation and availability of Surplus Revenue for contribution to the RIF in accordance with the projected schedule reflected on Exhibit "A".

### III. GENERAL AND MISCELLANEOUS

- A. **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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.

Capital Area Metropolitan Planning Organization Transportation Policy Board

By: Will Conley, Chair

Date: 6-28-17

Central Texas Regional Mobility Authority

By: Ray Wilkerson, Chair

Date: 10-77-12

## EXHIBIT "A"

# PROJECTED REGIONAL INFRASTRUCTURE FUND CONTRIBUTION SCHEDULE

(Contributions to be made on or before September 1 of the year indicated)

Year	Annual Amount
2017	\$2,000,000
2018	\$2,000,000
2019	\$3,000,000
2020	\$4,000,000
2021	\$5,000,000
2022	\$5,000,000
2023	\$6,000,000
2024	\$10,000,000
2025	\$10,000,000
2026	\$10,000,000
2027	\$10,000,000
2028	\$10,000,000
2029	\$11,000,000
2030	\$11,000,000
2031	\$11,000,000
2032	\$11,000,000
2033	\$11,000,000
2034	\$11,000,000
2035	\$11,000,000
2036	\$12,000,000
2037	\$12,000,000
2038	\$12,000,000
2039	\$12,000,000
2040	\$12,000,000
2041	\$16,000,000
TOTAL	\$230,000,000