

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

RESOLUTION NO. 03-62a

WHEREAS, the Texas Transportation Code authorizes the creation of a regional mobility authority for the purposes of constructing, maintaining, and operating one or more turnpike projects in a region of this state; and

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 46 Tex. Admin. Code § 26.01, *et. seq.* (the "RMA Rules"); and

WHEREAS, the CTRMA is about to hire its first employee; and

WHEREAS, the CTRMA needs to establish a mechanism whereby benefits may be made available to, and administered for, CTRMA employees; and

WHEREAS, Williamson County has agreed to provide the administrative support necessary to allow CTRMA employees to receive benefits and to provide such support at no out-of-pocket cost to the CTRMA; and

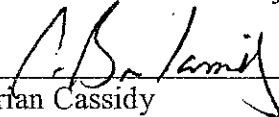
WHEREAS, on November 25, 2003, the Williamson County Commissioners Court adopted the interlocal agreement attached hereto as Attachment "A" providing for the administration of benefits for up to two CTRMA employees.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby approves the entry into the interlocal agreement attached hereto as Attachment "A" providing for the administration of benefits for the CTRMA; and

BE IT FURTHER RESOLVED, that the Chairman be authorized to execute such interlocal agreement on behalf of the CTRMA.

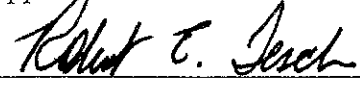
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 5th day of December, 2003.

Submitted and reviewed by:



C. Brian Cassidy
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 03-62a
Date Passed 12/05/03

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into effective this _____, 2003, by and between WILLIAMSON COUNTY (the "County") and the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (the "Authority"), each a political subdivision of the State of Texas. For purposes of this Agreement, the County and the Authority are each referred to individually as a "Party," and collectively, "the Parties."

WITNESSETH:

WHEREAS the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (V.T.C.A.), provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the Parties; and

WHEREAS, the County has entered into previous agreements with political subdivisions operating within the County for purposes of administering payroll, group insurance programs, and other related employee benefit programs; and

WHEREAS, the Authority is comprised of both Travis and Williamson Counties, with the offices for its initial project located in Williamson County and projects and additional offices anticipated to be located in both counties; and

WHEREAS, the Authority has recently hired its first full-time employee, and while the Authority shall be responsible for paying the salary and benefits of its employees, in the interest of administrative efficiency, the Authority desires, and the County agrees, that the County will administer the payroll, health benefits, dental benefits, group insurance benefits, and Texas Employment Commission program for Authority employees;

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 County and the Authority have authorized and approved this Agreement by resolution or order adopted by their respective bodies, and that this Agreement will be in full force and effect when approved by each Party.

II.

ACTIONS

1. **Costs.** The actual salaries of the Authority's employees and the actual costs for employee insurance, health, dental, and Texas Employment Commission benefits will be paid from the Authority to the County on a biweekly basis. The Authority shall cause all funds of the Authority for these costs to be deposited in a special fund of the County to be used solely for the provision of the payroll and employee benefits to Authority employees. Payment will be made through an ACH debit initiated by the County Treasurer from an account designated by the CTRMA. Such debit may be initiated up to two (2) days before the issuance of checks by the County to the Authority's employees.
2. **Employee Payroll.** The payroll of Authority employees shall be paid in the same manner and at the same time as like employees of the County.
3. **Employee Enrollment.** All employees of the Authority will be enrolled in the same group insurance program, group health benefits program, group dental benefits program, and group Texas Employment Commission program as like employees of the County.
4. **Administrative Costs.** The County does not foresee any significant administrative costs for administering the payroll and employee benefits for Authority employees so long as the number of Authority employees is minimal. Any time after which the number of full-time

Authority employees exceeds a total of two (2), the County reserves the right to require payment of an additional fee mutually agreed upon by the parties to cover the County's cost of administering such payroll and employee benefits services for Authority employees.

5. **Status of Authority Employees.** Personnel of the Authority are employees only of the Authority and in no way shall be considered employees of the County.

III.

GENERAL AND MISCELLANEOUS

1. **Term and Termination.** This Agreement shall continue in force and effect for an initial period of one (1) year from the Effective Date, and shall automatically renew for additional one (1) year terms, unless terminated by either Party by written notice submitted to the non-terminating Party 60 days prior to the expiration of the then-current term. A Party may terminate this Agreement at any time upon 60 days prior written notice to the other Party.

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

3. **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 to not provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties.

4. **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 claim on behalf of any third party. Neither the County or the Authority

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.

5. **Amendments and Modifications.** This Agreement may not be amended or modified except in writing and executed by both the Authority and the County, and authorized by their respective governing bodies.

6. **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.

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

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

WILLIAMSON COUNTY

By: _____
JOHN DOERFLER
County Judge, Williamson County

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

By: _____
ROBERT E. TESCH
Chairman

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

RESOLUTION NO. 03-62

WHEREAS, the Texas Transportation Code authorizes the creation of a regional mobility authority for the purposes of constructing, maintaining, and operating one or more transportation projects in a region of this state; and

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 46 Tex. Admin. Code § 26.01, *et. seq.* (the "RMA Rules"); and

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

WHEREAS, the Board of Directors has previously adopted bylaws to guide the operations of the Board of Directors and the Authority; and


WHEREAS, the Board of Directors to adopt certain amendments to the bylaws, primarily to conform to legislative changes resulting per H.B. 3588.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby approves and adopts the amended "Bylaws of the Central Texas Regional Mobility Authority," attached hereto as Attachment "A"; and

BE IT FURTHER RESOLVED, that such bylaws may be further amended from time to time in accordance with the procedures set forth therein.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 17th day of December 2003.

Submitted and reviewed by:



C. Brian Cassidy
Legal Counsel for the Central
Texas Regional Mobility Authority

Approved:



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 03-62
Date Passed 12/17/03

BYLAWS OF THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

§ 1. The Authority

These bylaws are made and adopted for the regulation of the affairs and the performance of the functions of the Central Texas Regional Mobility Authority (the "Authority"), a regional mobility authority authorized and existing pursuant Chapter 370 of the Texas Transportation Code, as the same may be amended from time to time (the "RMA Act"), as well as rules adopted by the Texas Department of Transportation concerning the operation of regional mobility authorities, located at 43 Tex. Admin. Code § 26.01, *et seq.* (the "RMA Rules").

§ 2. Principal Office

The domicile and principal office of the Authority shall be in one of the counties composing the Authority.

§ 3. General Powers

The activities, property, and affairs of the Authority will be managed by its Board of Directors (the "Board"), which may exercise all powers and do all lawful acts permitted by the Constitution and statutes of the State of Texas, the RMA Act, the RMA rules, and these bylaws.

§ 4. Initial Board

- (a) The initial Board of the Authority shall be composed of seven Directors, appointed as follows:
 - (1) Each of Travis and Williamson Counties (the "Original Counties"), by action of their respective Commissioners Courts, shall appoint three (3) directors. Each director must be a resident of the county which appoints them.
 - (2) The Governor shall appoint one (1) director, who shall serve as the presiding officer of the Board. The Governor's appointee must be a resident of one of the original counties.
- (b) The terms of the initial Directors of the Authority shall begin on the date of their appointment by the office or entity which appointed them.
- (c) The initial Directors shall each serve a two-year term. Directors may be reappointed at the discretion of the entity which appointed them.
- (d) Each initial Director shall serve until his or her successor has been duly appointed and qualified or until his or her death, resignation, or removal from office in accordance with these bylaws.

§ 5. Subsequent Directors.

- (a) When the term of an initial Director of the Authority expires, and thereafter, when the term of each Director subsequently appointed expires, the entity that appointed the Director whose term is expiring shall appoint a successor to that Director.
- (b) Each Director appointed by a Commissioners Court must be a resident of the county governed by that Commissioners Court at the time of their appointment.
- (c) Subject to § 7 of these bylaws and except as may be otherwise provided by law (including any amendment to the RMA Act or the RMA Rules), the first successor to each initial Director shall be appointed to a two, four, or six-year term, provided that no two directors appointed by a County as the first successor to an initial Director shall be appointed for the same term. Thereafter, each successive director (e.g., those appointed to follow the first successor to an initial Director) shall be appointed for a six-year term. This process is intended to facilitate the transition from two-year terms for each director (as required by former provisions of law) to six-year terms (as provided by §370.251 of the RMA Act), while not allowing the terms of more than one-third of the Directors to expire in any single year. Each Director shall serve until his or her successor has been duly appointed and qualified or until his or her death, resignation, or removal from office in accordance with these bylaws.
- (d) Upon the admission of a new county into the Authority in accordance with the RMA Act, the RMA Rules, and these bylaws, the number of Directors composing the Board shall be increased by one. The Commissioners Court of the newly admitted county shall appoint one Director who must be a resident of that county at the time of their appointment.
- (e) In the event that the addition or withdrawal of a County from the Authority results in an even number of Directors on the Board, the governor shall appoint an additional Director.
- (f) Directors qualified to serve under applicable law and these bylaws may be reappointed following the expiration of their terms. Except as otherwise provided by applicable law, there is no limitation on the number of terms a Director may serve.

§ 6. Qualifications of Directors

- (a) All Directors will have and maintain the qualifications set forth in this § 6 and in the RMA Act or RMA Rules.
- (b) All appointments to the Board shall be made without regard to disability, sex, religion, age, or national origin.
- (c) An elected official is not eligible to serve as a Director.

- (d) An employee of a city or county located wholly or partly within the boundaries of the Authority is not eligible to serve as a Director.
- (e) A person who is an officer, employee, or paid consultant of a Texas trade association in the field of road construction or maintenance, public transportation or aviation, or whose spouse is an officer, manager, or paid consultant of a Texas trade association in the aforementioned fields, is not eligible to serve as a Director or as the Authority's Executive Director.
- (f) A person is not eligible to serve as a Director or as the Authority's Executive Director if the person or the person's spouse:
 - (1) is employed by or participates in the management of a business entity or other organization, other than a political subdivision, regulated by or receives money from TxDOT or the Authority;
 - (2) owns or controls, directly or indirectly, more than a 10 percent interest in a business entity or other organization that is regulated by or receives money from TxDOT or the Authority, other than compensation for acquisition of turnpike right-of-way;
 - (3) uses or receives a substantial amount of tangible goods, services, or money from TxDOT or the Authority, other than compensation or reimbursement authorized by law for Board membership, attendance, or expenses, or for compensation for acquisition of turnpike right-of-way;
 - (4) is an officer, employee, or paid consultant of a Texas trade association in the field of road construction, maintenance, or operation; or
 - (5) is required to register as a lobbyist under Chapter 305, Government Code, because of the person's activities for compensation on behalf of a profession related to the operation of TxDOT or the Authority.
- (g) Each Director shall certify annually to the Secretary (as defined in § 24 of these bylaws) that said Director is not ineligible to serve on the Board as a result of any of the foregoing conditions.

§ 7. Vacancies

A vacancy on the Board shall be filled promptly by the entity that made the appointment that falls vacant. Each Director appointed to a vacant position shall be appointed for the unexpired term of the Director's predecessor in that position.

§ 8. Resignation and Removal

A Director may resign at any time upon giving written notice to the Authority and the entity that appointed that Director. A Director may be removed from the Board if the Director does not possess at the time the Director is appointed, or does not maintain, the qualifications required by the RMA Act, the RMA Rules, or these bylaws, or if the Director violates any of the foregoing. In addition, a Director who cannot discharge the Director's duties for a substantial portion of the term for which he or she is appointed because of illness or disability, or a Director who is absent from more than half of the regularly scheduled Board meetings during a given calendar year, may be removed. If the Executive Director of the Authority knows that a potential ground for removal of a Director exists, the Executive Director shall notify the Chairman of the potential ground for removal. The Chairman then shall notify the entity that appointed such Director of potential ground for removal. A Director shall be considered removed from the Board only after the Authority receives notice of removal from the entity that appointed such Director.

§ 9. Compensation of Directors

Directors shall serve without compensation, but will be reimbursed for their actual expenses of attending each meeting of the Board and for such other expenses as may be reasonably incurred in their carrying out the duties and functions as set forth herein.

§ 10. Conflict of Interest

A Director shall not: (a) accept or solicit any gift, favor, or service that might reasonably tend to influence that Director in the discharge of official duties on behalf of the Authority or that the Director knows or should know is being offered with the intent to influence the Director's official conduct; or (b) accept other compensation that could reasonably be expected to impair the Director's independence of judgment in the performance of the Director's official duties. Directors shall familiarize themselves and comply with all applicable laws regarding conflicts of interest, including any conflict of interest policy adopted by the Board.

§ 11. Meetings

All regular meetings of the Board shall be held in a county of the Authority, at a specific site, date, and time to be determined by the Chairman. The Chairman may postpone any regular meeting if it is determined that such meeting is unnecessary or that a quorum will not be achieved, but no fewer than four regular meetings shall be held during each calendar year. Special meetings and emergency meetings of the Board may be called, upon proper notice, at any time by the Chairman or at the request of any three Directors. Special meetings and emergency meetings shall be held at such time and place as is specified by the Chairman, if the Chairman calls the meeting, or by the three Directors, if they call the meeting. The Chairman shall set the agendas for meetings of the Board, except that the agendas of meetings called by three Directors shall be set by those Directors.

§ 12. Voting; Quorum

A majority of the Directors constitutes a quorum, and the vote of a majority of the Directors present at a meeting at which a quorum is present will be necessary for any action taken by the Board. No vacancy in the membership of the Board will impair the right of a quorum to exercise all of the

rights and to perform all of the duties of the Board. Therefore, if a vacancy occurs, a majority of the Directors then serving in office will constitute a quorum.

§ 13. Meetings by Telephone

As authorized by §370.262 of the RMA Act, the Board, committees of the Board, staff, or any combination thereof, may participate in and hold open or closed meetings by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other and at which public participation is permitted by a speaker telephone at a conference room of the Authority or other facility in a county of the Authority that is accessible to the public. Such meetings are subject to the notice requirements of the Texas Open Meetings Act, and the notice must state where members of the public can attend to hear those portions of the meeting open to the public. Participation in a meeting pursuant to this § 13 constitutes being present in person at such meeting, except that a Director will not be considered in attendance when the Director appears at such a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened as generally provided under § 16 of these bylaws. Each part of the telephone conference call meeting that by law must be open to the public shall be audible to the public at the location specified in the notice and shall be tape-recorded, preserved by other methods, or documented by written minutes. On conclusion of the meeting, the tape recording or the written minutes of the meeting shall be made available to the public.

§ 14. Procedure

All meetings of the Board and its committees shall be conducted in accordance with Robert's Rules of Order pursuant to statutorily proper notice of meeting posted as provided by law. The Chairman at any time may change the order of items to be considered from that set forth in the notice of meeting, provided that all agenda items that require a vote by the Board shall be considered at the meeting for which they have been posted. To the extent procedures prescribed by applicable statutes, the RMA Rules, or these bylaws conflict with Robert's Rules of Order, the statutes, the RMA Rules, or these bylaws shall govern.

§ 15. Committees

The Chairman at any time may designate from among the Directors one or more ad hoc or standing committees, each of which shall be comprised of two or more Directors, and may designate one or more Directors as alternate members of such committees, who may, subject to any limitations imposed by the Chairman, replace absent or disqualified members at any meeting of that committee. The Chairman serves as an ex-officio member of each committee. If approved by a resolution passed by a majority vote of the Board, a committee shall have and may exercise all of the authority of the Board, to the extent provided in such resolution and subject to the limitations imposed by applicable law. The Chairman shall appoint the chairman of each committee, as well as Directors to fill any vacancies in the membership of the committees. At the next regular meeting of the Board following the Chairman's formation of a committee, the Chairman shall deliver to the Directors and the Secretary a written description of the committee, including (a) the name of the committee, (b) whether it is an ad hoc or standing committee, (c) its assigned function(s) and/or

task(s), (d) whether it is intended to have a continuing existence or to dissolve upon the completion of a specified task and/or the occurrence of certain events, (e) the Directors designated as members and alternate members to the committee, and its chairman, and (f) such other information as requested by any Director. The Secretary shall enter such written description into the official records of the Authority. The Chairman shall provide a written description of any subsequent changes to the name, function, tasks, term, or composition of any committee in accordance with the procedure described in the preceding two sentences. A committee also may be formed by a majority vote of the Board, which vote (and not the Chairman) also shall specify the committee's chairman and provide the descriptive information otherwise furnished by the Chairman in accordance with the preceding three sentences. A meeting of any committee formed pursuant to this Section 15 may be called by the Chairman, the chairman of the applicable committee, or by any two members of the committee. All committees shall keep regular minutes of their proceedings and report the same to the Board as required. The designation of a committee of the Board and the delegation thereto of authority shall not operate to relieve the Board, or any Director, of any responsibility imposed upon the Board or the individual Director by law. To the extent applicable, the provisions of these bylaws relating to meetings, quorums, meetings by telephone, and procedure shall govern the meetings of the Board's committees.

§ 16. Notice to Directors

Notice of each meeting of the Board shall be sent by mail, electronic mail, or facsimile to all Directors entitled to vote at such meeting. If sent by mail, such notice will be deemed delivered when it is deposited in the United States mail with sufficient postage prepaid. If sent by electronic mail or facsimile, the notice will be deemed delivered when transmitted properly to the correct e-mail address or number, provided that an additional copy of such notice shall be sent by overnight delivery as confirmation of the notice sent by electronic mail or facsimile. Such notice of meetings also may be given by telephone, provided that any of the Chairmen, Executive Director, Secretary, or their designee speaks personally to the applicable Director to give such notice.

§ 17. Waiver of Notice

Whenever any notice is required to be given to any Director by statute or by these bylaws, a written waiver of such notice signed by the person or persons entitled to such notice, whether before or after the time required for such notice, shall be deemed equivalent to the giving of such notice.

§ 18. Attendance as Waiver

Attendance of a Director at a meeting of the Board or a committee thereof will constitute a waiver of notice of such meeting, except that a Director will not be considered in attendance when the Director appears at such a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

§ 19. Officers

The officers of the Authority shall consist of a Chairman, a Vice Chairman, a Secretary, and a Treasurer. The offices of Secretary and Treasurer may be held simultaneously by the same person. The individuals elected as officers shall not be compensated for their service as officers. However, officers shall be reimbursed for all expenses incurred in conducting proper Authority business and for travel expenses incurred in the performance of their duties. If desired, the Board may also designate an Assistant Secretary and Assistant Treasurer, who shall also be considered officers of the Authority.

§ 20. Election and Term of Office

Except for the office of Chairman, which is filled by the Governor's appointment, officers will be elected by the Board for a term of two years, subject to § 21 of these bylaws. The election of officers to succeed officers whose terms have expired shall be by a vote of the Directors of the Authority at the first meeting of the Authority held after January 1 of each year or at such other meeting as the Board determines.

§ 21. Removal and Vacancies

Each officer shall hold office until a successor is chosen and qualified, or until the officer's death, resignation, or removal, or, in the case of a Director serving as an officer, until such officer ceases to serve as a Director. Any officer, except the Chairman, may resign at any time upon giving written notice to the Board. The Chairman may resign at any time upon giving written notice to the Board and the Governor. Any officer except the Chairman may be removed from service as an officer at any time, with or without cause, by the affirmative vote of a majority of the Directors of the Authority. The Directors of the Authority may at any meeting vote to fill any officer position except the Chairman vacated due to an event described in this § 21 for the remainder of the unexpired term.

§ 22. Chairman

The Chairman is appointed by the Governor and is a Director of the Authority. The Chairman shall appoint all committees of the Board as specified in these bylaws (except as otherwise provided in § 15 of these bylaws), call all regular meetings of the Board, and preside at and set the agendas for all meetings of the Board (except as provided in the concluding sentence of § 11 of these bylaws).

§ 23. Vice Chairman

The Vice Chairman must be a Director of the Authority. During the absence or disability of the Chairman, upon the Chairman's death (and pending the Governor's appointment of a successor new Chairman), or upon the Chairman's request, the Vice Chairman shall perform the duties and exercise the authority and powers of the Chairman.

§ 24. Secretary

The Secretary need not be a Director of the Authority. The Secretary shall keep true and complete records of all proceedings of the Directors in books provided for that purpose and shall assemble, index, maintain, and keep up-to-date a book of all of the policies adopted by the Authority; attend to the giving and serving of all notices of meetings of the Board and its committees and such other notices as are required by the office of Secretary and as may be directed by the RMA Act, any trust indenture binding on the Authority, Directors of the Authority, or the Executive Director; seal with the official seal of the Authority (if any) and attest all documents, including trust agreements, bonds, and other obligations of the Authority that require the official seal of the Authority to be impressed thereon; execute, attest, and verify signatures on all contracts in which the total consideration equals or exceeds an amount established in resolutions of the Board, contracts conveying property of the Authority, and other agreements binding on the Authority which by law or Board resolution require attestation; certify resolutions of the Board and any committee thereof; maintain custody of the corporate seal, minute books, accounts, and all other official documents and records, files, and contracts that are not specifically entrusted to some other officer or depository; and hold such administrative offices and perform such other duties as the Directors or the Executive Director shall require.

§ 25. Treasurer

The Treasurer need not be a Director of the Authority. The Treasurer shall execute all requisitions to the applicable bond trustee for withdrawals from the construction fund, unless the Board designates a different officer, Director, or employee of the Authority to execute any or all of such requisitions. In addition, the Treasurer shall execute, and if necessary attest, any other documents or certificates required to be executed and attested by the Treasurer under the terms of any trust agreement or supplemental trust agreement entered into by the Authority; maintain custody of the Authority's funds and securities and keep a full and accurate account of all receipts and disbursements, and endorse, or cause to be endorsed, in the name of the Authority and deposit, or cause to be deposited, all funds in such bank or banks as may be designated by the Authority as depositories; render to the Directors at such times as may be required an account of all financial transactions coming under the scope of the Treasurer's authority; give a good and sufficient bond, to be approved by the Authority, in such an amount as may be fixed by the Authority; invest such of the Authority's funds as directed by resolution of the Board, subject to the restrictions of any trust agreement entered into by the Authority; and hold such administrative offices and perform such other duties as the Directors of the Authority or the Executive Director shall require. If, and to the extent that, the duties or responsibilities of the Treasurer and those of any administrator conflict and are vested in different persons, the conflicting duties and responsibilities shall be deemed vested in the Treasurer.

§ 26. Administrators

The chief administrator of the Authority shall be the Executive Director. Other administrators may be appointed by the Executive Director with the consent of the Board. All such administrators, except for the Executive Director, shall perform such duties and have such powers as may be assigned to them by the Executive Director or as set forth in Board Resolutions. Any administrator

may be removed, with or without cause, at any time by the Executive Director. All administrators will be reimbursed for expenses incurred in performance of their duties as approved by the Executive Director. Notwithstanding the foregoing, all expense reimbursements to the Executive Director shall be subject to the approval of the Executive Committee.

§ 27. Executive Director

- (a) The Executive Director will be selected by the Board and shall serve at the pleasure of the Board, performing all duties assigned by the Board and implementing all resolutions adopted by the Board.
- (b) In addition, the Executive Director:
 - (1) shall be responsible for general management, hiring and termination of employees, and day-to-day operations of the Authority;
 - (2) shall be responsible for preparing a draft of the Strategic Plan for the Authority's operations, as described in § 36 of these bylaws;
 - (3) shall be responsible for preparing a draft of the Authority's written Annual Report, as described in § 36 of these bylaws;
 - (4) at the invitation of a Commissioners Court of a county in the Authority, shall appear, with representatives of the Board, before the Commissioners Court to present the Authority's Annual Report and respond to questions and receive comments regarding the Report or the Authority's operations;
 - (5) may execute inter-agency and interlocal contracts and service contracts;
 - (6) may execute contracts, contract supplements, contract change orders, and purchase orders not exceeding amounts established in Resolutions of the Board; and
 - (7) shall have such obligations and authority as may be described in one or more Resolutions enacted from time to time by the Board.
- (c) The Executive Director may delegate the foregoing duties and responsibilities as the Executive Director deems appropriate, provided such delegation does not conflict with applicable law or any express direction of the Board.

§ 28. Interim Executive Director

The Board may designate an Interim Executive Director to perform the duties of the Executive Director during such times as the position of Executive Director is vacant. The Interim Executive Director need not be an employee of the Authority.

§ 29. Indemnification by the Authority

Any person made a party to or involved in any litigation, including any civil, criminal or administrative action, suit or proceeding, by reason of the fact that such person is or was a Director, officer, or administrator of the Authority or by reason of such person's alleged negligence or misconduct in the performance of his or her duties as such Director, officer, or administrator shall be indemnified by the Authority, to the extent funds are lawfully available and subject to any other limitations that exist by law, against liability and the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him or her in connection with any action therein, except in relation to matters as to which it is adjudged that such Director, officer, or administrator is liable for gross negligence or willful misconduct in the performance of his or her duties. A conviction or judgment entered in connection with a compromise or settlement of any such litigation shall not by itself be deemed to constitute an adjudication of liability for such gross negligence or willful misconduct. The right to indemnification will include the right to be paid by the Authority for expenses incurred in defending a proceeding in advance of its final disposition in the manner and to the extent permitted by the Board in its sole discretion. In addition to the indemnification described above that the Authority shall provide a Director, officer or administrator, the Authority may, upon approval of the Board in its sole discretion, indemnify a Director, officer, or administrator under such other circumstances, or may indemnify an employee, against liability and reasonable expenses, including attorneys' fees, incurred in connection with any claim asserted against him or her in said party's capacity as a Director, officer, administrator, or employee of the Authority, subject to any limitations that exist by law. Any indemnification by the Authority pursuant to this § 29 shall be evidenced by a resolution of the Board.

§ 30. Expenses Subject to Indemnification

As used herein, the term "expenses" includes fines or penalties imposed and amounts paid in compromise or settlement of any such litigation only if:

- (a) independent legal counsel designated by a majority of the Board, excluding those Directors who have incurred expenses in connection with such litigation for which indemnification has been or is to be sought, shall have advised the Board that, in the opinion of such counsel, such Director, officer, administrator, or other employee is not liable to the Authority for gross negligence or willful misconduct in the performance of his or her duties with respect to the subject of such litigation; and
- (b) a majority of the Directors shall have made a determination that such compromise or settlement was or will be in the best interests of the Authority.

§ 31. Procedure for Indemnification

Any amount payable by way of indemnity under these bylaws may be determined and paid pursuant to an order of or allowance by a court under the applicable provisions of the laws of the State of Texas in effect at the time and pursuant to a resolution of a majority of the Directors, other than those who have incurred expenses in connection with such litigation for which indemnification has been or is to be sought. In the event that all of the Directors are made parties to such litigation, a majority of the Board shall be authorized to pass a resolution to provide for legal expenses for the entire Board.

§ 32. Additional Indemnification

The right of indemnification provided by these bylaws shall not be deemed exclusive of any right to which any Director, officer, administrator, or other employee may be entitled, as a matter of law, and shall extend and apply to the estates of deceased Directors, officers, administrators, and other employees.

§ 33. Contracts and Purchases

All contracts and purchases on behalf of the Authority shall be entered into and made in accordance with rules of procedure prescribed by the Board and applicable laws and rules of the State of Texas and its agencies.

§ 34. Sovereign Immunity

The Authority will not by agreement or otherwise waive or impinge upon its sovereign immunity.

§ 35. Termination of Employees

Employees of the Authority shall be employees at will unless they are party to an employment agreement with the Authority executed by the Chairman upon approval by the Board. Employees may be terminated at any time, with or without cause, by the Executive Director subject to applicable law and the policies in place at the time of termination.

§ 36. Strategic Plan, Annual Report, and Presentation to Commissioners Courts

- (a) Each even-numbered year, the Authority shall issue a Strategic Plan of its operations covering the next five fiscal years, beginning with the next odd-numbered fiscal year. A draft of each Strategic Plan shall be submitted to the Board for review, approval, and, subject to revisions required by the Board, adoption.
- (b) Under the direction of the Executive Director, the staff of the Authority shall prepare a draft of an Annual Report on the Authority's activities during the preceding year and describing all turnpike revenue bond issuances anticipated for the coming year, the financial condition of the Authority, all project schedules, and the status of the Authority's performance under the most recent Strategic Plan. The draft shall be

submitted to the Board for review, approval, and, subject to revisions required by the Board, adoption. Not later than January 1 following the conclusion of the preceding fiscal year, the Authority shall file with the Commissioners Court of each county included in the Authority the Authority's Annual Report, as adopted by the Board.

- (c) At the invitation of a Commissioners Court of a county in the Authority, representatives of the Board and the Executive Director shall appear before the Commissioners Court to present the Annual Report and respond to questions and receive comments.

§ 37. Rates and Regulations

The Board shall, in accordance with all applicable trust agreements, the RMA Act, the RMA Rules, or other law, establish toll rates and fees, designate speed limits, establish fines for toll violators, and adopt rules and regulations for the use and occupancy of said turnpike project.

§ 38. Seal

The official seal of the Authority shall consist of the embossed impression of a circular disk with the words "Central Texas Regional Mobility Authority, 2002" on the outer rim, with a star in the center of the disk.

§ 39. Appeals Procedure

The Authority shall maintain an appeals procedure to be adopted by the Board and amended from time to time that sets forth the process by which parties may bring to the attention of the Authority their questions, grievances, or concerns and may appeal any action taken by the Authority.

§ 40. Amendments to Bylaws

Except as may be otherwise provided by law, these bylaws may be amended, modified, altered, or repealed in whole or in part, at any regular meeting of the Board after three days advance notice has been given by the Chairman to each Director of the proposed change.

Adopted: 01/29/03
Adopted: 12/17/03

BYLAWS OF THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

§ 1. The Authority

These bylaws are made and adopted for the regulation of the affairs and the performance of the functions of the Central Texas Regional Mobility Authority (the "Authority"), a regional mobility authority authorized and existing pursuant to Chapter 370 of the provisions of Senate Bill 342, enacted by the 77th Legislature of Texas, and codified in Texas Transportation Code, Chapter 361, as the same may be amended from time to time (the "Turnpike RMA Act"), as well as rules adopted by the Texas Department of Transportation concerning the operation of regional mobility authorities, located at 43 Tex. Admin. Code § 26.01, *et seq.* (the "RMA Rules").

§ 2. Principal Office

The domicile and principal office of the Authority shall be in one of the counties composing the Authority.

§ 3. General Powers

The activities, property, and affairs of the Authority will be managed by its Board of Directors (the "Board"), which may exercise all powers and do all lawful acts permitted by the Constitution and statutes of the State of Texas, the RMA Act, the RMA rules, and these bylaws, and the Authority shall act through the Board in the performance of its duties and functions.

§ 4. Initial Board

- (a) The initial Board of the Authority shall be composed of seven Directors, appointed as follows:
 - (1) Each of Travis and Williamson Counties (the "Original Counties"), by action of their respective Commissioners Courts, shall appoint three (3) directors. Each director must be a resident of the county which appoints them.
 - (2) The Governor shall appoint one (1) director, who shall serve as the presiding officer of the Board. The Governor's appointee must be a resident of one of the original counties.
- (b) The terms of the initial Directors of the Authority shall begin on the date of their appointment by the office or entity which appointed them.
- (c) The initial Directors shall each serve a two-year term. Directors may be reappointed at the discretion of the entity which appointed them.
- (d) Each initial Director shall serve until his or her successor has been duly appointed and qualified or until his or her death, resignation, or removal from office in accordance with these bylaws.

§ 5. Subsequent Directors.

(a) When the term of an initial Director of the Authority expires, and thereafter, when the term of each Director subsequently appointed expires, the entity that appointed the Director whose term is expiring shall appoint a successor to that Director.

(b) Each Director appointed by a Commissioners Court must be a resident of the county governed by that Commissioners Court at the time of their appointment.

(c) Subject to § 7 of these bylaws and except as may be otherwise provided by law (including any amendment to the TurnpikeRMA Act or the RMA Rules), ~~each~~the first successor to an ~~each~~ initial Director, and each Director thereafter appointed, shall be appointed ~~for~~to a two-, four, or six-year term, provided that no two directors appointed by a County as the first successor to an initial Director shall be appointed for the same term. Thereafter, each successive director (e.g., those appointed to follow the first successor to an initial Director) shall be appointed for a six-year term. This process is intended to facilitate the transition from two-year terms for each director (as required by former provisions of law) to six-year terms (as provided by §370.251 of the RMA Act), while not allowing the terms of more than one-third of the Directors to expire in any single year. Each Director shall serve until his or her successor has been duly appointed and qualified or until his or her death, resignation, or removal from office in accordance with these bylaws.

(d) Upon the admission of a new county into the Authority in accordance with the TurnpikeRMA Act, the RMA Rules, and these bylaws, the number of Directors composing the Board shall be increased by ~~two, and the one.~~ The Commissioners Court of the newly admitted county shall appoint ~~two~~one Directors ~~Director~~ who must be residents a resident of that county at the time of their appointment.

(e) ~~In each county of e)~~ In the event that the addition or withdrawal of a County from the authority Authority results in which there is an operating turnpike project ~~(one that is open to even number of Directors on the traveling public)~~ Board, the Commissioners ~~Court~~ governor shall appoint additional Directors as follows:

(1) ~~if an operating turnpike project is located within only one county, the Commissioners Court of that county shall appoint two additional Directors;~~

(2) ~~if an operating turnpike project is located within two counties, the Commissioners Courts of each of those counties shall appoint one additional Director;~~

(3) ~~if an operating turnpike project is located in more than two counties, the Commissioners Court of each of those counties shall appoint two additional Directors.~~

(e) Directors qualified to serve under applicable law and these bylaws may be reappointed following the expiration of their terms. Except as otherwise provided by applicable law, there is no limitation on the number of terms a Director may serve.

§ 6. Qualifications of Directors

(a) All Directors will have and maintain the qualifications set forth in this § 6 and in the Turnpike ~~RMA~~ Act or RMA Rules.

(b) All appointments to the Board shall be made without regard to disability, sex, religion, age, or national origin.

(c) An elected official is not eligible to serve as a Director.

(d) An employee of a city or county located wholly or partly within the boundaries of the Authority is not eligible to serve as a Director.

(e) A person who is an officer, employee, or paid consultant of a Texas trade association in the field of road construction or maintenance, public transportation or aviation, or whose spouse is an officer, manager, or paid consultant of a Texas trade association in the aforementioned fields, is not eligible to serve as a Director or as the Authority's Executive Director.

(f) A person is not eligible to serve as a Director or as the Authority's Executive Director if the person or the person's spouse:

(1) is employed by or participates in the management of a business entity or other organization, other than a political subdivision, regulated by or receives money from TxDOT or the Authority;

(2) owns or controls, directly or indirectly, more than a 10 percent interest in a business entity or other organization that is regulated by or receives money from TxDOT or the Authority, other than compensation for acquisition of turnpike right-of-way;

(3) uses or receives a substantial amount of tangible goods, services, or money from TxDOT or the Authority, other than compensation or reimbursement authorized by law for Board membership, attendance, or expenses, or for compensation for acquisition of turnpike right-of-way;

(4) is an officer, employee, or paid consultant of a Texas trade association in the field of road construction, maintenance, or operation; or

(5) is required to register as a lobbyist under Chapter 305, Government Code, because of the person's activities for compensation on behalf of a profession related to the operation of TxDOT or the Authority.

(g) Each Director shall certify annually to the Secretary (as defined in § 24 of these bylaws) that said Director is not ineligible to serve on the Board as a result of any of the foregoing conditions.

§ 7. Vacancies

A vacancy on the Board shall be filled promptly by the entity that made the appointment that falls vacant. Each Director appointed to a vacant position shall be appointed for the unexpired term of the Director's predecessor in that position.

§ 8. Resignation and Removal

A Director may resign at any time upon giving written notice to the Authority and the entity that appointed that Director. A Director may be removed from the Board if the Director does not possess at the time the Director is appointed, or does not maintain, the qualifications required by the ~~Turnpike~~ RMA Act, the RMA Rules, or these bylaws, or if the Director violates any of the foregoing. In addition, a Director who cannot discharge the Director's duties for a substantial portion of the term for which he or she is appointed because of illness or disability, or a Director who is absent from more than half of the regularly scheduled Board meetings during a given calendar year, may be removed. If the Executive Director of the Authority knows that a potential ground for removal of a Director exists, the Executive Director shall notify the Chairman of the potential ground for removal. The Chairman then shall notify the entity that appointed such Director of potential ground for removal. A Director shall be considered removed from the Board only after the Authority receives notice of removal from the entity that appointed such Director.

§ 9. Compensation of Directors

Directors shall serve without compensation, but will be reimbursed for their actual expenses of attending each meeting of the Board and for such other expenses as may be reasonably incurred in their carrying out the duties and functions as set forth herein.

§ 10. Conflict of Interest

A Director shall not: (a) accept or solicit any gift, favor, or service that might reasonably tend to influence that Director in the discharge of official duties on behalf of the Authority or that the Director knows or should know is being offered with the intent to influence the Director's official conduct; or (b) accept other compensation that could reasonably be expected to impair the Director's independence of judgment in the performance of the Director's official duties. Directors shall familiarize themselves and comply with all applicable laws regarding conflicts of interest, including any conflict of interest policy adopted by the Board.

§ 11. Meetings

All regular meetings of the Board shall be held in a county of the Authority, at a specific site, date, and time to be determined by the Chairman. The Chairman may postpone any regular meeting if it is determined that such meeting is unnecessary or that a quorum will not be achieved, but no fewer than four regular meetings shall be held during each calendar year. Special meetings and emergency meetings of the Board may be called, upon proper notice, at any time by the Chairman or at the request of any three Directors. Special meetings and emergency meetings shall be held at such time and place as is specified by the Chairman, if the Chairman calls the meeting, or by the three Directors, if they call the meeting. The Chairman shall set the agendas for meetings of the Board, except that the agendas of meetings called by three Directors shall be set by those Directors.

§ 12. Voting; Quorum

A majority of the Directors constitutes a quorum, and the vote of a majority of the Directors present at a meeting at which a quorum is present will be necessary for any action taken by the Board. No vacancy in the membership of the Board will impair the right of a quorum to exercise all of the rights and to perform all of the duties of the Board. Therefore, if a vacancy occurs, a majority of the Directors then serving in office will constitute a quorum.

§ 13. Meetings by Telephone

~~Subject to the notice requirements~~ As authorized by §370.262 of the Texas Open Meetings RMA Act, the Board and, committees of the Board, staff, or any combination thereof, may participate in and hold open or closed meetings by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other and at which public participation is permitted by a speaker telephone at a conference room of the Authority or other facility in a county of the Authority that is accessible to the public. Such meetings are subject to the notice requirements of the Texas Open Meetings Act, and the notice must state where members of the public can attend to hear those portions of the meeting open to the public. Participation in a meeting pursuant to this § 13 constitutes being present in person at such meeting, except that a Director will not be considered in attendance when the Director appears at such a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened as generally provided under § 16 of these bylaws. Each part of the telephone conference call meeting that by law must be open to the public shall be audible to the public at the location specified in the notice and shall be tape-recorded, preserved by other methods, or documented by written minutes. On conclusion of the meeting, the tape recording or the written minutes of the meeting shall be made available to the public.

§ 14. Procedure

All meetings of the Board and its committees shall be conducted in accordance with Robert's Rules of Order pursuant to statutorily proper notice of meeting posted as provided by law. The Chairman at any time may change the order of items to be considered from that set forth in the notice of meeting, provided that all agenda items that require a vote by the Board shall be

considered at the meeting for which they have been posted. To the extent procedures prescribed by applicable statutes, the RMA Rules, or these bylaws conflict with Robert's Rules of Order, the statutes, the RMA Rules, or these bylaws shall govern.

§ 15. Committees

The Chairman at any time may designate from among the Directors one or more ad hoc or standing committees, each of which shall be comprised of two or more Directors, and may designate one or more Directors as alternate members of such committees, who may, subject to any limitations imposed by the Chairman, replace absent or disqualified members at any meeting of that committee. The Chairman serves as an ex-officio member of each committee. If approved by a resolution passed by a majority vote of the Board, a committee shall have and may exercise all of the authority of the Board, to the extent provided in such resolution and subject to the limitations imposed by applicable law. The Chairman shall appoint the chairman of each committee, as well as Directors to fill any vacancies in the membership of the committees. At the next regular meeting of the Board following the Chairman's formation of a committee, the Chairman shall deliver to the Directors and the Secretary a written description of the committee, including (a) the name of the committee, (b) whether it is an ad hoc or standing committee, (c) its assigned function(s) and/or task(s), (d) whether it is intended to have a continuing existence or to dissolve upon the completion of a specified task and/or the occurrence of certain events, (e) the Directors designated as members and alternate members to the committee, and its chairman, and (f) such other information as requested by any Director. The Secretary shall enter such written description into the official records of the Authority. The Chairman shall provide a written description of any subsequent changes to the name, function, tasks, term, or composition of any committee in accordance with the procedure described in the preceding two sentences. A committee also may be formed by a majority vote of the Board, which vote (and not the Chairman) also shall specify the committee's chairman and provide the descriptive information otherwise furnished by the Chairman in accordance with the preceding three sentences. A meeting of any committee formed pursuant to this Section 15 may be called by the Chairman, the chairman of the applicable committee, or by any two members of the committee. All committees shall keep regular minutes of their proceedings and report the same to the Board as required. The designation of a committee of the Board and the delegation thereto of authority shall not operate to relieve the Board, or any Director, of any responsibility imposed upon the Board or the individual Director by law. To the extent applicable, the provisions of these bylaws relating to meetings, quorums, meetings by telephone, and procedure shall govern the meetings of the Board's committees.

§ 16. Notice to Directors

Notice of each meeting of the Board shall be sent by mail, electronic mail, or facsimile to all Directors entitled to vote at such meeting. If sent by mail, such notice will be deemed delivered when it is deposited in the United States mail with sufficient postage prepaid. If sent by electronic mail or facsimile, the notice will be deemed delivered when transmitted properly to the correct e-mail address or number, provided that an additional copy of such notice shall be sent by overnight delivery as confirmation of the notice sent by electronic mail or facsimile. Such notice of meetings also may be given by telephone, provided that any of the Chairmen, Executive

Director, Secretary, or their designee speaks personally to the applicable Director to give such notice.

§ 17. Waiver of Notice

Whenever any notice is required to be given to any Director by statute or by these bylaws, a written waiver of such notice signed by the person or persons entitled to such notice, whether before or after the time required for such notice, shall be deemed equivalent to the giving of such notice.

§ 18. Attendance as Waiver

Attendance of a Director at a meeting of the Board or a committee thereof will constitute a waiver of notice of such meeting, except that a Director will not be considered in attendance when the Director appears at such a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

§ 19. Officers

The officers of the Authority shall consist of a Chairman, a Vice Chairman, a Secretary, and a Treasurer. The offices of Secretary and Treasurer may be held simultaneously by the same person. The individuals elected as officers shall not be compensated for their service as officers. However, officers shall be reimbursed for all expenses incurred in conducting proper Authority business and for travel expenses incurred in the performance of their duties. If desired, the Board may also designate an Assistant Secretary and Assistant Treasurer, who shall also be considered officers of the Authority.

§ 20. Election and Term of Office

Except for the office of Chairman, which is filled by the Governor's appointment, officers will be elected by the Board for a term of two years, subject to § 21 of these bylaws. The election of officers to succeed officers whose terms have expired shall be by a vote of the Directors of the Authority at the first meeting of the Authority held after January 1 of each year or at such other meeting as the Board determines.

§ 21. Removal and Vacancies

Each officer shall hold office until a successor is chosen and qualified, or until the officer's death, resignation, or removal, or, in the case of a Director serving as an officer, until such officer ceases to serve as a Director. Any officer, except the Chairman, may resign at any time upon giving written notice to the Board. The Chairman may resign at any time upon giving written notice to the Board and the Governor. Any officer except the Chairman may be removed from service as an officer at any time, with or without cause, by the affirmative vote of a majority of the Directors of the Authority. The Directors of the Authority may at any meeting vote to fill any officer position except the Chairman vacated due to an event described in this § 21 for the remainder of the unexpired term.

§ 22. Chairman

The Chairman is appointed by the Governor and is a Director of the Authority. The Chairman shall appoint all committees of the Board as specified in these bylaws (except as otherwise provided in § 15 of these bylaws), call all regular meetings of the Board, and preside at and set the agendas for all meetings of the Board (except as provided in the concluding sentence of § 11 of these bylaws), ~~and approve the reimbursement of expenses to the Executive Director.~~

§ 23. Vice Chairman

The Vice Chairman must be a Director of the Authority. During the absence or disability of the Chairman, upon the Chairman's death (and pending the Governor's appointment of a successor new Chairman), or upon the Chairman's request, the Vice Chairman shall perform the duties and exercise the authority and powers of the Chairman.

§ 24. Secretary

The Secretary need not be a Director of the Authority. The Secretary shall keep true and complete records of all proceedings of the Directors in books provided for that purpose and shall assemble, index, maintain, and keep up-to-date a book of all of the policies adopted by the Authority; attend to the giving and serving of all notices of meetings of the Board and its committees and such other notices as are required by the office of Secretary and as may be directed by the ~~Turnpike~~RMA Act, any trust indenture binding on the Authority, Directors of the Authority, or the Executive Director; seal with the official seal of the Authority (if any) and attest all documents, including trust agreements, bonds, and other obligations of the Authority that require the official seal of the Authority to be impressed thereon; execute, attest, and verify signatures on all contracts in which the total consideration equals or exceeds an amount established in resolutions of the Board, contracts conveying property of the Authority, and other agreements binding on the Authority which by law or Board resolution require attestation; certify resolutions of the Board and any committee thereof; maintain custody of the corporate seal, minute books, accounts, and all other official documents and records, files, and contracts that are not specifically entrusted to some other officer or depository; and hold such administrative offices and perform such other duties as the Directors or the Executive Director shall require.

§ 25. Treasurer

The Treasurer need not be a Director of the Authority. The Treasurer shall execute all requisitions to the applicable bond trustee for withdrawals from the construction fund, unless the Board designates a different officer, Director, or employee of the Authority to execute any or all of such requisitions. In addition, the Treasurer shall execute, and if necessary attest, any other documents or certificates required to be executed and attested by the Treasurer under the terms of any trust agreement or supplemental trust agreement entered into by the Authority; maintain custody of the Authority's funds and securities and keep a full and accurate account of all receipts

and disbursements, and endorse, or cause to be endorsed, in the name of the Authority and deposit, or cause to be deposited, all funds in such bank or banks as may be designated by the Authority as depositories; render to the Directors at such times as may be required an account of all financial transactions coming under the scope of the Treasurer's authority; give a good and sufficient bond, to be approved by the Authority, in such an amount as may be fixed by the Authority; invest such of the Authority's funds as directed by resolution of the Board, subject to the restrictions of any trust agreement entered into by the Authority; and hold such administrative offices and perform such other duties as the Directors of the Authority or the Executive Director shall require. If, and to the extent that, the duties or responsibilities of the Treasurer and those of any administrator conflict and are vested in different persons, the conflicting duties and responsibilities shall be deemed vested in the Treasurer.

§ 26. Administrators

The chief administrator of the Authority shall be the Executive Director. Other administrators may be appointed by the Executive Director with the consent of the Board. All such administrators, except for the Executive Director, shall perform such duties and have such powers as may be assigned to them by the Executive Director or as set forth in Board Resolutions. Any administrator may be removed, with or without cause, at any time by the Executive Director. All administrators will be reimbursed for expenses incurred in performance of their duties as approved by the Executive Director. Notwithstanding the foregoing, all expense reimbursements to the Executive Director shall be subject to the approval of the Chairman, as provided in § 22 of these bylaws Executive Committee.

§ 27. Executive Director

- (a) The Executive Director will be selected by the Board and shall serve at the pleasure of the Board, performing all duties assigned by the Board and implementing all resolutions adopted by the Board.
- (b) In addition, the Executive Director:
 - (1) shall be responsible for general management, hiring and termination of employees, and day-to-day operations of the Authority;
 - (2) shall be responsible for preparing a draft of the Strategic Plan for the Authority's operations, as described in § 36 of these bylaws;
 - (3) shall be responsible for preparing a draft of the Authority's written Annual Report, as described in § 36 of these bylaws;
 - (4) at the invitation of a Commissioners Court of a county in the Authority, shall appear, with representatives of the Board, before the Commissioners Court to present the Authority's Annual Report and respond to questions and receive comments regarding the Report or the Authority's operations;

- (5) may execute inter-agency and interlocal contracts and service contracts;
 - (6) may execute contracts, contract supplements, contract change orders, and purchase orders not exceeding amounts established in Resolutions of the Board; and
 - (7) shall have such obligations and authority as may be described in one or more Resolutions enacted from time to time by the Board.
- (c) The Executive Director may delegate the foregoing duties and responsibilities as the Executive Director deems appropriate, provided such delegation does not conflict with applicable law or any express direction of the Board.

§ 28. Interim Executive Director

The Board may designate an Interim Executive Director to perform the duties of the Executive Director during such times as the position of Executive Director is vacant. The Interim Executive Director need not be an employee of the Authority.

§ 29. Indemnification by the Authority

Any person made a party to or involved in any litigation, including any civil, criminal or administrative action, suit or proceeding, by reason of the fact that such person is or was a Director, officer, or administrator of the Authority or by reason of such person's alleged negligence or misconduct in the performance of his or her duties as such Director, officer, or administrator shall be indemnified by the Authority, to the extent funds are lawfully available and subject to any other limitations that exist by law, against liability and the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him or her in connection with any action therein, except in relation to matters as to which it is adjudged that such Director, officer, or administrator is liable for gross negligence or willful misconduct in the performance of his or her duties. A conviction or judgment entered in connection with a compromise or settlement of any such litigation shall not by itself be deemed to constitute an adjudication of liability for such gross negligence or willful misconduct. The right to indemnification will include the right to be paid by the Authority for expenses incurred in defending a proceeding in advance of its final disposition in the manner and to the extent permitted by the Board in its sole discretion. In addition to the indemnification described above that the Authority shall provide a Director, officer or administrator, the Authority may, upon approval of the Board in its sole discretion, indemnify a Director, officer, or administrator under such other circumstances, or may indemnify an employee, against liability and reasonable expenses, including attorneys' fees, incurred in connection with any claim asserted against him or her in said party's capacity as a Director, officer, administrator, or employee of the Authority, subject to any limitations that exist by law. Any indemnification by the Authority pursuant to this § ~~31-29~~ shall be evidenced by a resolution of the Board.

§ 30. Expenses Subject to Indemnification

As used herein, the term "expenses" includes fines or penalties imposed and amounts paid in compromise or settlement of any such litigation only if:

- (a) independent legal counsel designated by a majority of the Board, excluding those Directors who have incurred expenses in connection with such litigation for which indemnification has been or is to be sought, shall have advised the Board that, in the opinion of such counsel, such Director, officer, administrator, or other employee is not liable to the Authority for gross negligence or willful misconduct in the performance of his or her duties with respect to the subject of such litigation; and
- (b) a majority of the Directors shall have made a determination that such compromise or settlement was or will be in the best interests of the Authority.

§ 31. Procedure for Indemnification

Any amount payable by way of indemnity under these bylaws may be determined and paid pursuant to an order of or allowance by a court under the applicable provisions of the laws of the State of Texas in effect at the time and pursuant to a resolution of a majority of the Directors, other than those who have incurred expenses in connection with such litigation for which indemnification has been or is to be sought. In the event that all of the Directors are made parties to such litigation, a majority of the Board shall be authorized to pass a resolution to provide for legal expenses for the entire Board.

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The Authority will not by agreement or otherwise waive or impinge upon its sovereign immunity.

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Employees of the Authority shall be employees at will unless they are party to an employment agreement with the Authority executed by the Chairman upon approval by the Board. Employees may be terminated at any time, with or without cause, by the Executive Director subject to applicable law and the policies in place at the time of termination.

§ 36. Strategic Plan, Annual Report, and Presentation to Commissioners Courts

- (a) Each even-numbered year, the Authority shall issue a Strategic Plan of its operations covering the next five fiscal years, beginning with the next odd-numbered fiscal year. A draft of each Strategic Plan shall be submitted to the Board for review, approval, and, subject to revisions required by the Board, adoption.
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- (c) At the invitation of a Commissioners Court of a county in the Authority, representatives of the Board and the Executive Director shall appear before the Commissioners Court to present the Annual Report and respond to questions and receive comments.

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The Board shall, in accordance with all applicable trust agreements, the Turnpike RMA Act, the RMA Rules, or other law, establish toll rates and fees, designate speed limits, establish fines for toll violators, and adopt rules and regulations for the use and occupancy of said turnpike project.

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The official seal of the Authority shall consist of the embossed impression of a circular disk with the words "Central Texas Regional Mobility Authority, 2002" on the outer rim, with a star in the center of the disk.

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The Authority shall maintain an appeals procedure to be adopted by the Board and amended from time to time that sets forth the process by which parties may bring to the attention of the Authority their questions, grievances, or concerns and may appeal any action taken by the Authority.

§ 40. Amendments to Bylaws

Except as may be otherwise provided by law, these bylaws may be amended, modified, altered, or repealed in whole or in part, at any regular meeting of the Board after ~~ten~~three days advance notice has been given by the Chairman to each Director of the proposed change. ~~These bylaws may not be amended at any special or emergency meeting of the Board.~~

Adopted: 01/29/03

Adopted: 12/17/03

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

RESOLUTION NO. 03-63a

WHEREAS, the Texas Transportation Code authorizes the creation of a regional mobility authority for the purposes of constructing, maintaining, and operating one or more transportation projects in a region of this state; and

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 46 Tex. Admin. Code § 26.01, *et. seq.* (the "RMA Rules"); and

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

WHEREAS, the Board of Directors desires to hire an Executive Director to serve as the chief administrative officer for the CTRMA; and

WHEREAS, after a thorough process the CTRMA Board of Directors selected Mike Heiligenstein to serve as the CTRMA's Executive Director; and

WHEREAS, whereas, in Resolution No. 03-61 the CTRMA Board of Directors authorized its staff and general counsel to negotiate the terms of an employment agreement with Mike Heiligenstein and to present the contract and a summary of the material terms thereof to the full board for approval; and

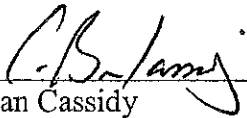
WHEREAS, a contract has been negotiated and it, along with a summary of the material terms and conditions, are attached hereto as Attachment "A" and are now presented to the full board for approval.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby approves the entry into an employment contract in the form attached hereto as Attachment "A" with Mike Heiligenstein to serve as the CTRMA's Executive Director; and

BE IT FURTHER RESOLVED, that the Chairman is authorized to execute such agreement on behalf of the CTRMA.

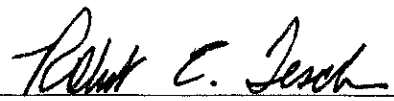
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 5th day of December, 2003.

Submitted and reviewed by:



C. Brian Cassidy
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 03-63a
Date Passed 12/05/03

LOCKE LIDDELL & SAPP LLP

100 CONGRESS AVENUE
SUITE 300
AUSTIN, TEXAS 78701-4042
(512) 305-4700
FAX (512) 305-4800
<http://www.lockeliddell.com>

WRITER DIRECT
C. BRIAN CASSIDY
(512) 305-4855
FAX (512) 391-4855
bcassidy@lockeliddell.com

MEMORANDUM

TO: CTRMA Board of Directors
FROM: C. Brian Cassidy
DATE: December 4, 2003
RE: Material Terms of Executive Director Contract

Pursuant to CTRMA Board Resolution 03-61, the Board directed that a contract be negotiated with Mike Heiligenstein and that a summary of the terms (along with a copy of the contract) be presented to the Board for approval. Set forth below is a summary of the material terms of the contract:

- Base salary: \$130,000 per year
- Term: two years
- Performance reviews: to be held at 6 months, 12 months, and 24 months (salary adjustments possible)
- Termination/severance: termination for "cause" – no severance; termination without "cause" – 90 days severance
- Vacation: three weeks (no more than two to be taken consecutively without Board approval)
- Car allowance: \$650 per month
- Other benefits:
 - Health insurance (\$450 per month)
 - FICA and Medicare (\$382.50 per pay period for 17.4 periods; \$72.50 per pay period for 8.6 periods)
 - Retirement: Participation in Texas County and District Retirement System expected to commence April 1, 2004. Assuming same employer match percentage as Williamson County, cost will be \$519 per pay period.
- Total cost of compensation package: Assuming TCDRS participation is as described above, the annual cost of the compensation package to the CTRMA will be approximately \$163,986 per year.

Please call if you have any questions.

CBC/tmr

**EMPLOYMENT AGREEMENT
BETWEEN
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AND
MIKE HEILIGENSTEIN**

THIS EMPLOYMENT AGREEMENT (this "Agreement") is effective as of the ___ day of December, 2003 (the "Effective Date"), by and among Central Texas Regional Mobility Authority ("CTRMA") and Mike Heiligenstein ("Employee"). This Agreement hereby supersedes any other employment agreements or understandings, written or oral, between CTRMA and Employee.

RECITALS

WHEREAS, CTRMA is desirous of employing Employee in an executive capacity on the terms and conditions, and for the consideration, hereinafter set forth for the period provided herein commencing on the Effective Date, and Employee is desirous of employment with CTRMA on such terms and conditions and for such consideration;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and obligations contained herein, CTRMA and Employee agree as follows:

AGREEMENT

1. Employment. CTRMA agrees to employ Employee and Employee agrees to be employed by CTRMA, subject to the terms and conditions of this Agreement, beginning as of the Effective Date and continuing for the term hereof.

2. Duties. CTRMA hereby employs Employee in the position of Executive Director of CTRMA. Employee agrees to serve in such position and to perform diligently and to the best of his abilities the duties and services pertaining to such office as set forth in the Bylaws of CTRMA in effect on the Effective Date, as well as such additional duties and services appropriate to such office as the Board of Directors of CTRMA (the "Board of Directors") may reasonably assign to Employee from time to time. Employee hereby accepts this employment upon the terms and conditions herein contained, and agrees to devote his full working time, attention and efforts to promote and further the business of CTRMA.

3. Term and Termination.

3.1. Term. Employee's employment under this Agreement is effective as of the Effective Date and will continue in effect until the second anniversary of the Effective Date, unless Employee's services are terminated in accordance with Section 3.2 ("Initial Term"). At the end of the Initial Term, the parties may agree to renew, extend, or modify the Agreement, execute a new agreement, or terminate their relationship. Notwithstanding the foregoing, the parties may agree to conduct an Optional Review (as defined in Section 4.1(b)) at any time prior to the expiration of the Initial Term.

3.2. Termination of Employment. Employee's services under this Agreement may be terminated prior to the second anniversary of the Effective Date as follows:

(a) Termination by Mutual Consent. This Agreement may be terminated at any time by the written mutual consent of CTRMA and Employee.

(b) Termination by CTRMA for Cause. CTRMA shall be entitled to terminate Employee's employment at any time for Cause (as defined below) by the delivery to Employee of a written notice of termination stating the effective date of termination and the basis upon which this Agreement is being terminated. In the event of a termination for Cause, Employee will be entitled to such Base Salary (as hereinafter defined), benefits and other payments, if any, as have accrued under this Agreement through the effective date of termination, but will not be entitled to any other salary or benefits or other compensation after such date other than such benefits as are required to be extended by law.

As used in this Agreement, the term "Cause" means: (i) Employee's breach of any material obligations under this Agreement; (ii) Employee's gross negligence or willful misconduct in performance of the duties and services required of him pursuant to this Agreement; (iii) an act by Employee of dishonesty or breach of fiduciary duty involving personal profit; (iv) Employee's willful violation of any criminal law involving moral turpitude, (v) substance or alcohol abuse by Employee that materially impairs his ability to perform his duties as determined by a physician retained by CTRMA, or the refusal of Employee to submit to an examination by such physician, (vi) material act or acts of dishonesty or disloyalty by Employee adversely affecting CTRMA; or (vii) Employee's conviction of a felony.

(c) Termination by CTRMA without Cause. Employee's employment hereunder may be terminated by CTRMA at any time without Cause by the delivery to Employee by CTRMA of a written notice of termination. Upon such termination, Employee will be paid such Base Salary, benefits and any other payments, if any, as have accrued under this Agreement through the effective date of termination. In addition, if Employee's employment is terminated without Cause as provided in this Section 3.2(c), Employee shall be entitled to receive as severance compensation the Base Salary for a period of ninety (90) days after the effective date of termination.

(d) Termination Upon Death or Disability of Employee. Upon a termination of Employee's employment hereunder due to his death or disability, Employee or his beneficiary as designated in writing to CTRMA (or his estate, if no such beneficiary has been designated) will be entitled to such Base Salary, benefits and other payments, if any, as have accrued under this Agreement for a period of sixty (60) days after such death or disability. The term "disability" shall mean any physical or mental impairment or condition resulting from an accident, sickness or other circumstance which impairment (despite reasonable accommodation) renders Employee mentally or physically incapable of performing the duties and services required of him hereunder for 90 days out of any 120 day period.

4. Compensation. During the term of this Agreement, CTRMA shall compensate Employee for all services rendered by Employee as follows:

4.1. Base Salary.

(a) Effective as of the Effective Date, the base salary payable to Employee shall be \$10,833.33 per month (or \$130,000.00 per year) (the "Base Salary"), which

shall be payable, less applicable withholding for federal and other required taxes, in bi-weekly installments or otherwise in such manner as the salaries of other employees of CTRMA are paid in accordance with CTRMA's standard payroll procedures, but not less frequently than monthly.

(b) Employee's performance and Base Salary shall be subject to review by the Board of Directors: (i) on or about six (6) months from the Effective Date; (ii) on or about twelve (12) months from the Effective Date; and on or about the second anniversary from the Effective Date. In addition, both parties may mutually agree in writing to conduct a performance and Base Salary review at any point in time other than those specifically contemplated by this Section 4.1(b) ("Optional Review"). At such time as either a scheduled review or an Optional Review is performed, this Agreement may be amended, renewed or modified as a result of such review. The review period scheduled for the second anniversary from the Effective Date of this Agreement is marks the end of the Initial Term as defined in Section 3.1.

4.2. Other Benefits. During the term of this Agreement, Employee shall be afforded the following benefits as incidences of his employment:

(a) Business Expenses and Education. Subject to Executive Committee approval, the CTRMA will reimburse Employee for, or pay on behalf of Employee, reasonable and appropriate expenses incurred by Employee for business related purposes, including expenses incurred in Employee's attendance at conferences/seminars deemed beneficial for both his professional growth and development and that of CTRMA, and dues and fees to approved professional associations and organizations, provided that any expenditures in excess of Five Hundred Dollars (\$500) for any one occurrence or event must be approved in advance by the Executive Committee.

(b) Insurance Coverage. Employee and, to the extent applicable, Employee's family, dependents and beneficiaries, shall be allowed to participate in all benefits, plans and programs, including improvements or modifications of the same, which are now, or may hereafter be, available to employees of CTRMA generally. Such benefits, plan and programs may include, without limitation: (i) health and dental insurance, or healthcare and dental care plans (including a flexible benefits plan that allows pre-tax medical and dental deductions); and (ii) group life insurance and accidental death and disability ("AD&D") coverage, voluntary supplemental life and AD&D insurance, and long term disability coverage.

(c) Retirement Benefits; Workers' Compensation. Employee shall be entitled to coverage under the retirement and pension plans of the Texas County and District Retirement System ("TCDRS"). Employee shall have workers' compensation benefits as administered by the Texas Municipal League Intergovernmental Risk Pool. The CTRMA may establish an additional executive retirement benefits program for Employee and other qualifying employees. If established the program will permit both CTRMA and employee contributions. This program will be in addition to the TCDRS pension plan, as well as any voluntary programs (such as a 457 or 410A plan) that may be established in the future.

(d) Reimbursements and Car Allowance. Subject to Executive Committee approval, the CTRMA will reimburse Employee for all permissible business travel and other out-of-pocket expenses reasonably incurred by Employee in the performance of his services pursuant to this Agreement, provided that any travel expenses exceeding Five Hundred Dollars

(\$500) for any one event must be approved in advance by the Executive Committee. All reimbursable expenses shall be appropriately documented in reasonable detail by Employee upon submission of any request for reimbursement, and in a format and manner consistent with CTRMA's expense reporting policy. CTRMA shall provide Employee with a monthly car allowance in the amount of \$650.00.

(e) Vacation. Employee shall be entitled to three (3) weeks annual paid vacation; *provided, however*, that Employee shall not take more than two (2) consecutive weeks of vacation without prior approval of the Board of Directors, and vacation must be taken at a time and in a manner consistent with Employee's duties hereunder.

(f) Personal Leave. Employee shall be entitled to five (5) days annual paid personal leave (which includes sick leave).

(g) Holidays. Employee shall be entitled to eight (8) paid days for holidays which shall include the following holidays: New Year's Day, Martin Luther King, Jr. Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day following and Christmas Day.

(h) Physical/Substance Screening Examination. Employee, from time to time, may be required to complete a physical examination that will include controlled substance (drug) and alcohol screening tests. Such examinations/tests will be paid for and conducted by a physician(s) or organization of the Board of Director's selection/designation.

5. Miscellaneous.

5.1. Termination Right. As a salaried employee, Employee's employment is "at-will." CTRMA retains sole discretion to terminate Employee's employment, with or without Cause, subject to the provisions herein.

5.2. Governing Law. This Agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Texas, as applied to contracts made and performed within the State of Texas, without regard to principles of conflicts of law.

5.3. Arbitration. Disagreement or questions of interpretation or conflict regarding this Agreement shall be resolved first through use of a mutually agreed upon Mediator between Employee and CTRMA. Should mediation fail to produce satisfactory results, then the parties agree to settlement of differences of interpretation through use of a registered Arbitrator, designated by the American Arbitration Association and its standard practices. Efforts of the mediation and arbitration processes will be fully utilized prior to any civil redress of issues.

5.4. Entirety; Amendments; Waivers. This Agreement embodies the entire agreement between the parties and supercedes all prior agreements and understandings relating to the subject matter hereof. Employee hereby represents and warrants to CTRMA that there are no other oral or written understandings or agreements between Employee and CTRMA. This Agreement may be amended or modified only in writing executed by Employee and CTRMA. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a continuing waiver unless otherwise expressly provided.

5.5. Attorney's Fees. In the event that either party is required to obtain the services of an attorney in order to enforce any right or obligation hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs from the other party.

5.6. Assignability; Binding Nature. Neither this Agreement nor any right, duty, obligation, or interest hereunder may be assigned or delegated by one party hereto without the prior written consent of the other party hereto. This Agreement is binding upon, and shall inure to the benefit of CTRMA and Employee and their respective successors, permitted assigns, and representatives.

5.7. Headings. The headings of paragraphs contained in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Agreement.

5.8. Severability. If any provision of this Agreement is inoperative or unenforceable for any reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, paragraphs, or subparagraphs of this Agreement shall not affect the remaining portions of this Agreement.

5.9. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth opposite their respective signatures.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By: _____
Robert E. Tesch
Chairman

Date: _____

EMPLOYEE

Mike Heiligenstein

Date: _____

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

RESOLUTION NO. 03-63

WHEREAS, the Texas Transportation Code authorizes the creation of a regional mobility authority for the purposes of constructing, maintaining, and operating one or more turnpike projects in a region of this state; and

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 46 Tex. Admin. Code § 26.01, *et. seq.* (the "RMA Rules"); and

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

WHEREAS, the Board of Directors held its first meeting on January 29, 2003; and

WHEREAS, the Board of Directors desires to designate anticipated dates and locations for its regular meetings for the year of 2004; and

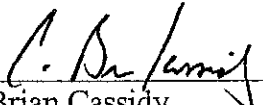
NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby designates the dates and locations set forth on Attachment "A" as its tentative schedule for meetings during 2004; and

BE IT FURTHER RESOLVED, that the Board of Directors may change its regular meeting dates as it deems necessary and may hold such special board meetings as are necessary to conduct the business of the authority.

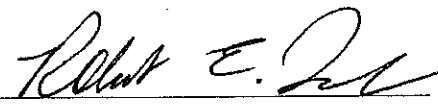
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 17th day of December 2003.

Submitted and reviewed by:

Approved:



C. Brian Cassidy
Legal Counsel for the Central
Texas Regional Mobility Authority



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 03-63
Date Passed 12/17/03

Attachment "A"

**2004 Schedule for the
Central Texas Regional Mobility Authority**

DATE	LOCATION
January 28, 2004	
February 25, 2004	
March 31, 2004	
April 28, 2004	
May 26, 2004	
June 30, 2004	
July 28, 2004	
August 25, 2004	
September 29, 2004	
October 27, 2004	
November 24, 2004	
December 29, 2004	

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

RESOLUTION NO. 03-64

WHEREAS, the Central Texas Regional Mobility Authority ("CTRMA") is empowered to procure such goods and services as it deems necessary to assist with its operations and to study and develop potential transportation projects; and

WHEREAS, close scrutiny of CTRMA expenditures for goods and services, including those related to project development, is the responsibility of the Board of Directors and its designees through procedures the board may implement from time to time; and

WHEREAS, as the CTRMA prepares to spend significant sums of money in pursuit of the development of its initial project it is appropriate to modify the oversight procedures which have been utilized to date; and

WHEREAS, the Chairman of the Board has appointed an Interim Budget Committee and the board has authorized and approved the oversight measures utilized by that committee; and


WHEREAS, the Interim Budget Committee, working with the CTRMA's accountant, has reviewed and approved the disbursements listed on Attachment "A";

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors authorizes and approves of the disbursements identified on Attachment "A".

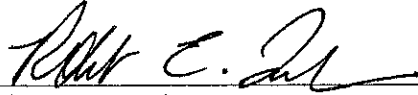
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 17th day of December, 2003.

Submitted and reviewed by:

Approved:



C. Brian Cassidy
General Counsel for the Central
Texas Regional Mobility Authority



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 03-64
Date Passed 12/17/03

**Central Texas Regional Mobility Authority
Payments and Invoices Submitted for Approval**

Invoices to be submitted to TXDOT for reimbursement

Vendor Name	Invoice Number	Amount	Approval (initials)
Locke, Liddell & Sapp, LLP	461838	\$ 14,784.32	
Prime Strategies, Inc.	RMA.1-10.03	4,110.60	
Prime Strategies, Inc.	RMA.1-11.03	17,104.30	
Total		<u>\$ 35,999.22</u>	

Payments for general expenses

Vendor Name	Check Number	Invoice Number	Amount	Approval (initials)
Communicators	10034	2702	\$ 291.11	
FormaDoc, Inc.	10035	661	40.00	
Johanna Zmud	10036	Travel	780.00	
Kennedy Reporting Svc	10037	311105	776.70	
Locke Liddell & Sapp, LLP	10038	461839	26,063.05	
Mike Heiligenstein	10039	Auto	650.00	
Pena Swayze & Co., L.L.P.	10040	109645	1,826.50	
Pena Swayze & Co., L.L.P.	10040	109833	4,650.50	
Prime Strategies, Inc.	10041	RMA-10.03	9,124.65	
Prime Strategies, Inc.	10041	RMA-11.03	28,639.93	
Wm. Rigg Co.	10042	159935	250.00	
Wm. Rigg Co.	10042	159933	213.00	
Mike Robinson	10043	Expense	190.67	
Williamson County	10044	Exec Director	5,607.50	
Total			<u>\$ 79,103.61</u>	

Invoices being held for further review

Vendor Name	Invoice Number	Amount	Approval (initials)
HNTB Corporation	2-38773-PL-004	\$ 64,862.59	No
HNTB Corporation	2-38773-PL-003	53,994.77	Approval
HNTB Corporation	3-38773-PL-004	266,551.19	Necessary
HNTB Corporation	3-38773-PL-003	50,152.02	At This
	3-38773-PL-005	48,939.73	Time
Total		<u>\$ 484,500.30</u>	

Invoices previously submitted to TXDOT for reimbursement awaiting TXDOT payment

Vendor Name	Invoice Number	Amount	Approval (initials)
HNTB Corporation	1-38773-PL-002	\$ 15,000.00	Previously
HNTB Corporation	1-38773-PL-001	15,000.00	Approved
Prime Strategies, Inc.	RMA.1-9.03	26,438.19	
Total		<u>\$ 56,438.19</u>	

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

RESOLUTION NO. 03-65

WHEREAS, the Texas Transportation Code authorizes the creation of regional mobility authorities for the purposes of constructing, maintaining, and operating one or more transportation projects in regions of this state; and

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 of 46 Tex. Admin. Code § 26.01 *et seq.* (the "RMA Rules"); and

WHEREAS, the CTRMA requires that bank accounts be established for the receipt, maintenance and disbursement of funds to be administered by the CTRMA; and

WHEREAS, the Board of Directors previously authorized the establishment of temporary banking arrangements until permanent financial accounts could be established with the assistance of a financial advisor and/or accounting firm; and


WHEREAS, the CTRMA's accountant has recommended the establishment of additional bank accounts and one or more money market accounts to efficiently and economically manage CTRMA funds.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby authorizes the establishment of banking arrangements for the receipt, maintenance, and disbursement of CTRMA funds; and

BE IT FURTHER RESOLVED, that all disbursements from CTRMA accounts must be approved, in advance, by the Board of Directors upon the recommendation of the Interim Budget Committee or consistent with other approval processes ultimately adopted by the Board, and that all accounts established for the CTRMA carry a dual signature requirement.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 17th day of December 2003.

Submitted and reviewed by:



C. Brian Cassidy
Legal Counsel for the Central
Texas Regional Mobility Authority

Approved:



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 03-65
Date Passed 12/17/03

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

RESOLUTION NO. 03-66

WHEREAS, the Central Texas Regional Mobility Authority ("CTRMA") is empowered to procure such services as it deems necessary to assist with its operations and to study, develop and finance potential transportation projects; and

WHEREAS, in Board Resolution No. 03-43 the Board of Directors found that bond counsel services were important to the financing of transportation projects by the CTRMA; and

WHEREAS, the Board of Directors directed its staff to issue a Request for Qualifications (RFQ) for firms interested in providing bond counsel services to the CTRMA; and

WHEREAS, the staff caused an RFQ to be issued on September 26, 2003; and

WHEREAS, on December 8, 2003, the Executive Committee interviewed four of the firms responding to the RFQ; and

WHEREAS, based on the written responses and the interviews of the firms, the Executive Committee has recommended to the Board that Vinson & Elkins L.L.P. be retained to provide bond counsel services to the CTRMA; and

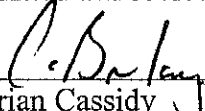
WHEREAS, the full Board concurs with the recommendation of the Executive Committee and desires to retain Vinson & Elkins L.L.P. as bond counsel for the CTRMA.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves of the selection of Vinson & Elkins L.L.P. as the firm to provide bond counseling services to the CTRMA; and

BE IT FURTHER RESOLVED, that the staff and legal counsel are directed to negotiate an agreement with Vinson & Elkins L.L.P. for the provision of bond counsel services and that such contract may be entered into upon the approval of the Executive Committee.

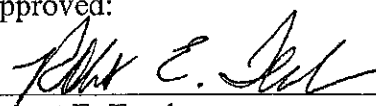
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 17th day of December, 2003.

Submitted and reviewed by:



C. Brian Cassidy
Legal Counsel for the Central
Texas Regional Mobility Authority

Approved:



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 03-66
Date Passed 12/17/03