

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

**RESOLUTION NO. 10-55**

**Adoption of 2010-2011 Fiscal Year Budget**

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

WHEREAS, prudent management and fiscal oversight are overriding objectives of the CTRMA Board of Directors; and

WHEREAS, it is necessary and desirable to develop and adopt a budget for CTMRA operations at the commencement of each fiscal year; and

WHEREAS, in Resolution No. 09-37, dated June 24, 2009, the Board of Directors adopted a budget for fiscal year 2009-2010 (“FY 2009-2010”); and

WHEREAS, FY 2009-2010 comes to a close on June 30, 2010; and

WHEREAS, the CTRMA Executive Director and staff have developed a budget for fiscal year 2010-2011 (“FY 2010-2011”) attached hereto as Attachment “A” and recommend its approval by the CTRMA Board of Directors.

NOW THEREFORE, BE IT RESOLVED, that the CTRMA Board of Directors approves the budget for FY 2010-2011, attached hereto as Attachment “A;” and

BE IT FURTHER RESOLVED, that this budget may be amended from time-to-time with the approval of the Board of Directors.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30<sup>th</sup> day of June, 2010.

Submitted and reviewed by:

Approved:



Andrew Martin  
General Counsel for the Central  
Texas Regional Mobility Authority



Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 10-55  
Date Passed 6/30/10

**Attachment "A"**  
**To Resolution 10-55**  
**Budget for FY 2010-2011**  
**in its Final Form**

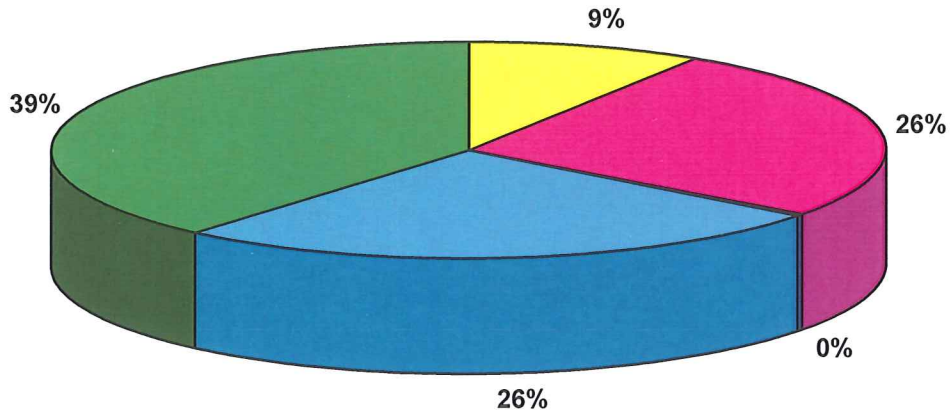
## **FY 2011 Proposed Budget Notes**

- 1. Actual Year to Date Revenue is as received May 31, 2010. Actual Year to Date Expenses reflects expenditures made through June 24, 2010.**
- 2. One revised position:**
  - A Project Coordinator position in the Administration Department has been revised to establish a new position: Director of Procurement And Contract Management**
- 3. Interest Expense for the upcoming fiscal year excludes interest on the SIB Loan and 183A Extension bonds issued in March 2010. Interest expense and interest income are being capitalized as part of the cost of the project while construction is in progress. This results in a decrease of \$6,253,743 in the overall proposed 2011 budget.**
- 4. Total toll revenue in FY 2010 was projected as \$20,183,500. Toll revenue received through April 30, 2010, is \$16,569,142: 82.09% of budgeted amount during 83.33% of the fiscal year. Toll Revenue projections for FY 2011 include the \$0.25 toll increase in effect since January, 2010 but do not anticipate an increase in toll rates in January, 2011.**
- 5. Interest Income is projected to decrease by \$840,000 because:**
  - Anticipated low interest rates over the next 12 months; and**
  - Interest income generated by project funds is capitalized to the project.**
- 6. The only changes made since the May 26, 2010 proposed budget are on page 32, the Capital budget. There is an addition of an upgrade to the accounting software and the proposed Manor Expressway budget.**

# FY 2011 Proposed Operating Budget Central Texas Regional Mobility Authority

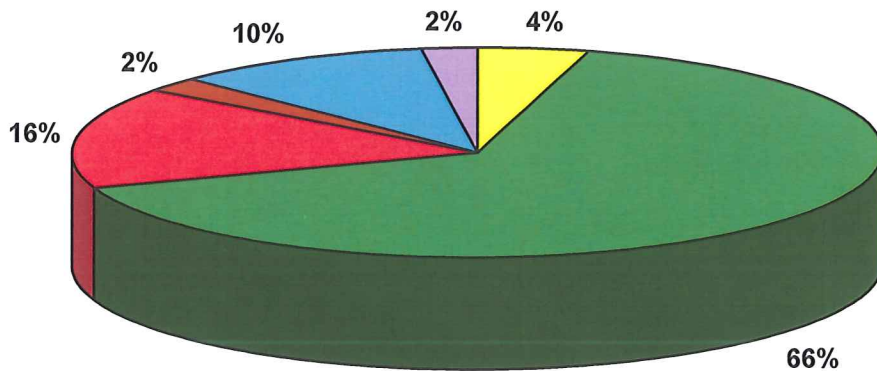
	Budget FY 2011	Budget FY 2010	Increase (Decrease)
Total Salaries & Wages Expense	2,913,703	2,778,081	4.88%
Total Contractual Expenses	8,442,950	7,791,510	8.36%
Total Materials & Supplies Expense	120,500	127,350	-5.38%
Total Operating Expense	8,331,245	8,967,315	-7.09%
Total Financing Expense	12,443,280	18,818,743	-33.88%
	<u>32,251,678</u>	<u>38,482,999</u>	<u>-16.19%</u>

**All Operating Departments by Character**



Total Salaries & Wages Expense
  Total Contractual Expenses
  Total Materials & Supplies Expense  
 Total Operating Expense
  Total Financing Expense

**All Operating Departments by Function**



Administration
  Financial Services
  Toll Operations
  Communications
  Engineering
  Legal

## FY 2011 Proposed Budget Non Cash Expenditures

<b>Total FY 2010 Proposed Expenditures</b>	<b>32,251,678</b>
 <b>Non Cash Expenditures</b>	
<b>Amortization Expense</b>	<b>(1,225,000)</b>
Dep Exp- Furniture & Fixtures	19,000
Dep Expense - Equipment	15,000
Dep Expense - Autos & Trucks	4,000
Dep Expense-Buildng & Toll Fac	177,000
Dep Expense-Highways & Bridges	5,000,000
Dep Expense-Communic Equip	197,000
Dep Expense-Toll Equipment	465,000
Dep Expense - Signs	135,000
Dep Expense-Land Improvemts	52,000
Depreciation Expense-Computers	410,000
<b>Total Depreciation Expense</b>	<b>(6,474,000)</b>
<b>Bond issuance expense Operating</b>	<b>(620,280)</b>
<b>Accreted interest TIFIA</b>	<b>(3,516,515)</b>
<b>Accreted interest CABS</b>	<b>(899,355)</b>
<b>Total Non Cash Expenditures</b>	<b><u>(12,735,150)</u></b>
	<b><u>19,516,528</u></b>
<b>2011 Budgeted Revenues</b>	<b>22,096,600</b>
<b>Total Non Cash Expenditures</b>	<b>(19,516,528)</b>
<b>Net Cash Inflow</b>	<b>\$ 2,580,072</b>

**Central Texas Regional Mobility Authority  
 FY 2011 Proposed Operating Budget  
 All Operating Departments**

	<b>Budget FY 2010</b>	<b>Actual Year To Date 5/31/2010</b>	<b>Percent of Budget</b>	<b>Proposed FY 2011 Operating</b>
<b>Revenue</b>				Page 4
Toll Revenue - TxTag Rev fnd	17,250,000	13,754,653	79.74%	17,000,000
Toll Revenue-HCTRA-183A	565,000	501,289	88.72%	540,000
Toll Revenue-NTTA-183A	306,000	322,237	105.31%	340,000
Total Toll Revenue -Toll Tags	0	0		
Video Tolls	1,250,000	2,573,838	205.91%	2,800,000
Fee Revenue	812,500	1,211,523	149.11%	1,350,000
Operating Revenue	0	0		
Interest Income	900,000	368,739	40.97%	60,000
Misc Revenue	0	0		6,600
<b>Total Revenue</b>	<b>21,083,500</b>	<b>18,732,279</b>	<b>88.85%</b>	<b>22,096,600</b>

Central Texas Regional Mobility Authority  
 FY 2011 Proposed Operating Budget  
 All Operating Departments

	Budget FY 2010	Actual Year To Date 5/31/2010	Percent of Budget	Proposed FY 2011 Operating
--	-------------------	-------------------------------------	-------------------------	----------------------------------

**Expenditures**

**Salary & Wage Expense**

Regular	1,827,602	1,529,755	83.70%	1,898,467
Part Time	22,000	7,265	33.02%	14,000
Overtime	4,000	0		4,000
Contractual Employees	105,000	1,125	1.07%	105,000
TCDRS	273,122	213,896	78.32%	286,112
FICA	89,997	67,437	74.93%	97,484
FICA MED	27,602	21,557	78.10%	28,901
Health Insurance	200,700	134,461	67.00%	213,300
Life Insurance	6,215	5,252	84.51%	6,618
Auto Allowance	9,000	9,063	100.69%	9,000
Other Benefits	160,863	46,514	28.92%	167,143
Unemployment Taxes	1,980	927	46.81%	4,959
Salary Reserve	50,000	0		78,718

<b>Total Salaries &amp; Wages</b>	<b>2,778,081</b>	<b>2,037,253</b>	<b>73.33%</b>	<b>2,913,703</b>
-----------------------------------	------------------	------------------	---------------	------------------

**Contractual Services**

**Professional Services**

Accounting	9,000	10,169	112.99%	9,800
Auditing	45,000	44,557	99.02%	54,000
General Engineering Consultant	1,250,000	807,532	64.60%	1,600,000
General System Consultant	175,000	47,008	26.86%	175,000
Toll Collection Contract	0	7,287		0
Image Processing	540,000	587,534	108.80%	610,000
Facility maintenance	75,000	95,570	127.43%	90,000
Human Resources	15,000	2,767	18.45%	12,000
Legal	400,000	99,233	24.81%	400,000
Photography	15,000	8,290	55.26%	15,000
Traffic & Revenue Consultants	20,000	0		0
Meeting Transcripts	1,000	0		0

<b>Total Professional Services</b>	<b>2,545,000</b>	<b>1,709,947</b>	<b>67.19%</b>	<b>2,965,800</b>
------------------------------------	------------------	------------------	---------------	------------------

**Central Texas Regional Mobility Authority  
FY 2011 Proposed Operating Budget  
All Operating Departments**

	Budget FY 2010	Actual Year To Date 5/31/2010	Percent of Budget	Proposed FY 2011 Operating
Page 6				
<b>Other Contractual Services</b>				
IT Services	75,000	58,327	77.77%	65,000
Graphic Design Services	15,000	9,995	66.63%	13,500
Website Maintenance	20,000	19,892	99.46%	45,000
Research Services	30,000	5,000	16.67%	20,000
Copy Machine	11,000	10,610	96.46%	13,500
Software Licenses	23,000	22,664	98.54%	23,000
ETC Maintenance Contract	1,288,000	1,013,937	78.72%	1,288,000
ETC Development	125,000	57,774	46.22%	125,000
ETC Testing	30,000	28,718	95.73%	30,000
Communications and Marketing	135,000	134,038	99.29%	170,000
Advertising	50,000	14,199	28.40%	25,000
Direct Mail	10,000	0		5,000
Video Production	10,000	1,884	18.84%	5,000
Television	5,000	0		5,000
Radio	20,000	-30	-0.15%	20,000
Other Public Relations	2,500	78	3.12%	2,500
Law Enforcement	230,000	185,462	80.64%	245,000
Special assignments	10,000	0		5,000
Traffic Management	72,000	64,633	89.77%	72,000
Emergency Maintenance	10,000	0		10,000
Roadway Maintenance Contract	200,000	224,670	112.34%	300,000
Landscape Maintenance	240,000	183,443	76.43%	200,000
Signal & Illumination Main	250,000	239,287	95.71%	250,000
Mowing and litter control	350,000	173,652	49.61%	300,000
Hazardous material cleanup	10,000	0		10,000
Striping	30,000	22,367	74.56%	50,000
Graffiti removal	10,000	800	8.00%	10,000
Cell Phones	8,600	6,235	72.50%	7,500
Local phone service	22,000	11,299	51.36%	16,500
Long Distance	1,000	271	27.06%	750
Internet	6,060	4,326	71.38%	6,600
Fiber Optic System	63,000	34,351	54.53%	63,000
Other Communication Expense	2,150	897	41.71%	1,500
Subscriptions	2,250	679	30.19%	1,600
Memberships	24,900	11,063	44.43%	22,500
Continuing Education	2,000	1,350	67.50%	3,000
Professional Development	10,550	305	2.89%	5,000
Seminars and Conferences	32,500	20,635	63.49%	32,500
Staff-Travel	80,500	46,199	57.39%	81,500
TxTag Collection Fees	1,480,000	1,151,901	77.83%	1,767,200
Contractual Contingencies	249,500	382	0.15%	160,500
<b>Total Other Contractual Services</b>	<b>5,246,510</b>	<b>3,761,292</b>	<b>71.69%</b>	<b>5,477,150</b>
<b>Total Contractual Expenses</b>	<b>7,791,510</b>	<b>5,471,238</b>	<b>70.22%</b>	<b>8,442,950</b>



**Central Texas Regional Mobility Authority  
 FY 2011 Proposed Operating Budget  
 All Operating Departments**

	<b>Budget FY 2010</b>	<b>Actual Year To Date 5/31/2010</b>	<b>Percent of Budget</b>	<b>Proposed FY 2011 Operating</b>
<b>Materials and Supplies</b>				Page 7
Books & Publications	13,100	10,461	79.86%	12,800
Office Supplies	16,000	4,401	27.51%	12,000
Computer Supplies	4,500	7,611	169.13%	7,500
Copy Supplies	2,000	387	19.34%	2,000
Annual Report printing	10,000	8,734	87.34%	10,000
Other Printed Reports	20,500	11,920	58.14%	20,000
Direct Mail printing	10,000	0		5,000
Office Supplies printed Operating	1,000	840	84.04%	1,000
Maintenance Supplies	100	0		0
Promotional Items	10,000	208	2.08%	10,000
Displays	5,000	0		5,000
ETC spare parts expense	30,000	2,018	6.73%	30,000
Tools & Equipment	1,650	374	22.67%	1,500
Misc Materials & Supplies	3,500	2,726	77.88%	3,700
<b>Total Materials &amp; Supplies Exp</b>	<b>127,350</b>	<b>49,679</b>	<b>39.01%</b>	<b>120,500</b>

**Central Texas Regional Mobility Authority  
FY 2011 Proposed Operating Budget  
All Operating Departments**

	Budget FY 2010	Actual Year To Date 5/31/2010	Percent of Budget	Proposed FY 2011 Operating
--	-------------------	-------------------------------------	-------------------------	----------------------------------

Page 8

**Operating Expenses**

Gasoline	4,500	3,356	74.59%	3,500
Mileage Reimbursement	13,100	4,513	34.45%	8,250
Toll Tag Expense	3,275	2,842	86.77%	4,375
Parking	37,900	25,819	68.12%	39,270
Meeting Facilities	1,050	0		1,000
Community Meetings/Events	5,000	500	10.00%	5,000
Meeting Expense	5,500	3,403	61.88%	5,600
Public Notices	3,300	268	8.12%	2,400
Postage	8,100	1,007	12.43%	6,000
Overnight Delivery Services	2,350	2,603	110.75%	3,750
Local Delivery Services	3,700	1,762	47.62%	3,650
Insurance Expense	140,300	75,122	53.54%	125,000
Repair and Maintenance General	500	333	66.66%	700
Repair and Maintenance-Vehicles	1,000	2,895	289.53%	2,900
Repair and Maintenance-Toll Equipment	15,000	1,030	6.87%	15,000
Rent	205,000	169,693	82.78%	212,000
Water	7,500	4,810	64.13%	7,500
Electricity	121,700	77,969	64.07%	121,100
Amortization Expense	1,397,000	1,120,195	80.19%	1,225,000
Dep Exp- Furniture & Fixtures	19,000	17,166	90.35%	19,000
Dep Expense - Equipment	16,440	13,180	80.17%	15,000
Dep Expense - Autos & Trucks	4,500	3,605	80.12%	4,000
Dep Expense-Buildng & Toll Fac	160,000	161,845	101.15%	177,000
Dep Expense-Highways & Bridges	5,504,000	4,552,865	82.72%	5,000,000
Dep Expense-Communic Equip	197,000	180,412	91.58%	197,000
Dep Expense-Toll Equipment	465,000	423,300	91.03%	465,000
Dep Expense - Signs	135,000	122,162	90.49%	135,000
Dep Expense-Land Improvemts	49,500	47,285	95.53%	52,000
Depreciation Expense-Computers	365,000	339,207	92.93%	410,000
Other Licenses	1,100	235	21.36%	250
Community Initiatives	75,000	35,000	46.67%	65,000
<b>Total Operating Expense</b>	<b>8,967,315</b>	<b>7,394,385</b>	<b>82.46%</b>	<b>8,331,245</b>

**Central Texas Regional Mobility Authority  
 FY 2011 Proposed Operating Budget  
 All Operating Departments**

	Budget FY 2010	Actual Year To Date 5/31/2010	Percent of Budget	Proposed FY 2011 Operating
--	-------------------	-------------------------------------	-------------------------	----------------------------------

**Financing Expenses**

Arbitrage Rebate Calculation	4,000	6,000	150.00%	6,000
Bond issuance expense Operating	718,000	264,303	36.81%	620,280
Loan Fees	11,000	11,500	104.55%	12,500
Bond Issuance expense	25,000	30,000	120.00%	30,000
Trustee Fees	2,000	0		2,000
Bank Fees Operating	25,000	5,865	23.46%	7,500
Interest Expense	18,003,743	10,957,671	60.86%	11,750,000
Contingency	30,000	0		15,000
<b>Total Financing Expense</b>	<b><u>18,818,743</u></b>	<b><u>11,275,338</u></b>	<b><u>59.92%</u></b>	<b><u>12,443,280</u></b>
<b>Total Expenses</b>	<b><u>38,482,999</u></b>	<b><u>26,227,893</u></b>	<b><u>68.15%</u></b>	<b><u>32,251,678</u></b>
<b>Enterprise Net Income</b>	<b><u>-17,399,499</u></b>	<b><u>-7,495,614</u></b>		<b><u>\$ (10,155,077.96)</u></b>
<b>Budgeted Revenues</b>				<b>\$ 22,096,600</b>
<b>Total Budgeted expenses</b>	<b>32,251,678</b>			
<b>Less budgeted non cash expenses</b>	<b>12,735,150</b>			
<b>Budgeted cash expenses</b>				<b>19,516,528</b>
<b>Budgeted Cash Inflow</b>				<b><u>\$ 2,580,072</u></b>



## **FY 2011 Administration Department**

The primary role of the Administration Department is the oversight and daily management of the Mobility Authority's projects and activities. In addition to the executive director, this department also houses administrative support staff consisting of the deputy executive director, office manager, senior administrative assistant and front desk receptionist. A previously budgeted position of Project Coordinator has been changed to Director of Procurement and Contract Management for FY 2011.

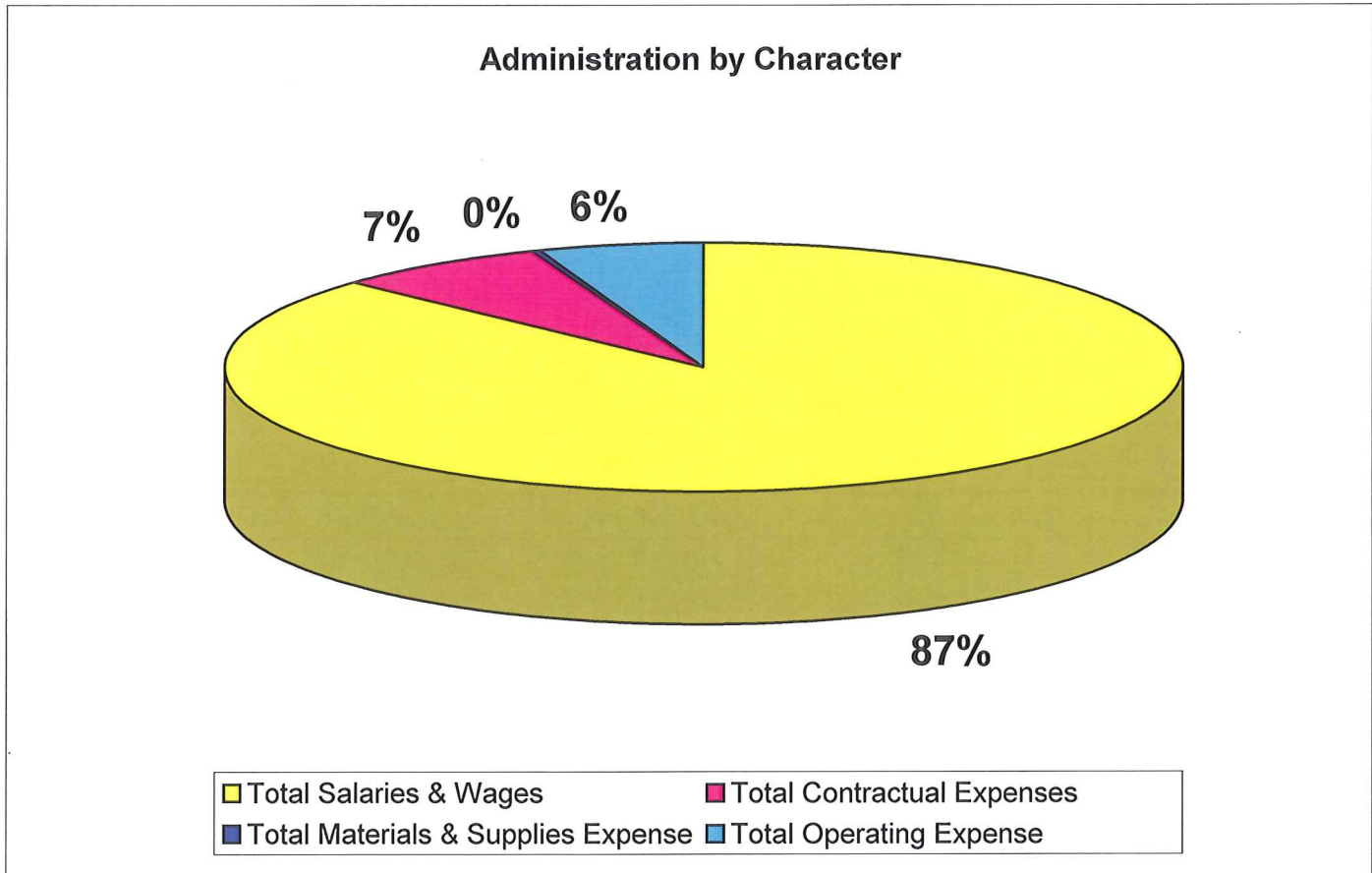
Under the direction of the executive director, this department is responsible for advancing the Mobility Authority's strategic mission and objectives. Serving as a direct liaison with governmental agencies and entities addressing transportation issues throughout the Central Texas region, the executive director serves as the primary communicator and provides information and available resources to assist in the development and implementation of the region's mobility plans and projects.

The administration department also provides front-line customer service to the general public and all customers and elected officials who contact the office. Community development and outreach is another critical function housed in this department. Through a strong presence in the communities we serve and involvement with transportation planning entities, the Mobility Authority is better able to respond and be involved in the decision-making process which ultimately impacts our operations, activities and future projects.

There will be an increase of \$114,319 in salaries and wages for fiscal year 2011 when compared to fiscal year 2010, mostly a result of the position reclassification and increased employee benefit costs. All other categorical expenses remain relatively the same when compared to the prior fiscal year.

**Central Texas Regional Mobility Authority  
Administration Department**

	FY 11 Proposed	FY 10	Increase (Decrease)
Total Salaries & Wages	1,207,434	1,093,115	10.46%
Total Contractual Expenses	103,250	110,900	-6.90%
Total Materials & Supplies Expense	3,500	3,500	0.00%
Total Operating Expense	76,700	86,700	-11.53%
Total Financing Expense	0	0	
<b>Total Expenses</b>	<b>1,390,884</b>	<b>1,294,215</b>	<b>7.47%</b>



**Central Texas Regional Mobility Authority  
FY 2011 Proposed Operating Budget  
Administration**

	<b>Budget FY 2010</b>	<b>Actual Year To Date 6/24/2010</b>	<b>Percent of Budget</b>	<b>Proposed FY 2011 Operating</b>
<b>Expenditures</b>				Page 11
<b>Salary &amp; Wage Expense</b>				
Regular	684,595	539,308	78.78%	739,692
Part Time	12,000	7,265	60.54%	14,000
Overtime	3,000	0		3,000
TCDRS	108,691	73,710	67.82%	119,394
FICA	36,490	20,588	56.42%	41,877
FICA MED	10,869	7,542	69.39%	12,084
Health Insurance	91,000	50,546	55.55%	97,000
Life Insurance	2,362	1,825	77.24%	2,483
Auto Allowance	9,000	9,063	100.69%	9,000
Other Benefits	84,415	14,155	16.77%	88,295
Unemployment Taxes	693	291	41.95%	1,890
Salary Reserve	50,000	0		78,718
<b>Total Salaries &amp; Wages</b>	<b>1,093,115</b>	<b>724,291</b>	<b>66.26%</b>	<b>1,207,434</b>
<b>Contractual Services</b>				
<b>Professional Services</b>				
<b>Total Professional Services</b>	<b>0</b>	<b>0</b>		<b>0</b>
<b>Other Contractual Services</b>				
Cell Phones	3,500	3,036	86.75%	3,500
Other Communication Expense	650	0		
Subscriptions	750	539	71.91%	750
Memberships	21,000	8,358	39.80%	19,000
Continuing Education	0	575		
Professional Development	5,000	305	6.10%	5,000
Seminars and Conferences	15,000	11,780	78.53%	15,000
Staff-Travel	50,000	27,895	55.79%	50,000
Contractual Contingencies	15,000	114	0.76%	10,000
<b>Total Other Contractual Services</b>	<b>110,900</b>	<b>52,602</b>	<b>47.43%</b>	<b>103,250</b>
<b>Total Contractual Expenses</b>	<b>110,900</b>	<b>52,602</b>	<b>47.43%</b>	<b>103,250</b>

**Central Texas Regional Mobility Authority  
FY 2011 Proposed Operating Budget  
Administration**

	<b>Budget FY 2010</b>	<b>Actual Year To Date 6/24/2010</b>	<b>Percent of Budget</b>	<b>Proposed FY 2011 Operating</b>
				Page 12
<b>Materials and Supplies</b>				
Books & Publications	1,500	160	10.63%	1,300
Computer Supplies	0	119		
Tools & Equipment	1,000	0		1,000
Misc Materials & Supplies	1,000	1,190	119.00%	1,200
<b>Total Materials &amp; Supplies Exp</b>	<b>3,500</b>	<b>1,468</b>	<b>41.96%</b>	<b>3,500</b>
<b>Operating Expenses</b>				
Mileage Reimbursement	2,500	1,427	57.08%	2,500
Toll Tag Expense	150	325	216.75%	700
Parking	700	143	20.41%	700
Meeting Facilities	50	0		
Meeting Expense	4,000	2,389	59.72%	4,000
Public Notices	0	200		200
Postage	1,500	229	15.27%	1,000
Overnight Delivery Services	500	258	51.64%	500
Local Delivery Services	1,500	1,679	111.91%	1,600
Insurance	300	0		
Repair and Maintenance	500	218	43.60%	500
Community Initiatives	75,000	35,000	46.67%	65,000
<b>Total Operating Expense</b>	<b>86,700</b>	<b>41,868</b>	<b>48.29%</b>	<b>76,700</b>
<b>Financing Expenses</b>				
<b>Total Financing Expense</b>	<b>0</b>	<b>0</b>		<b>0</b>
<b>Total Expenses</b>	<b>1,294,215</b>	<b>820,229</b>	<b>63.38%</b>	<b>1,390,884</b>



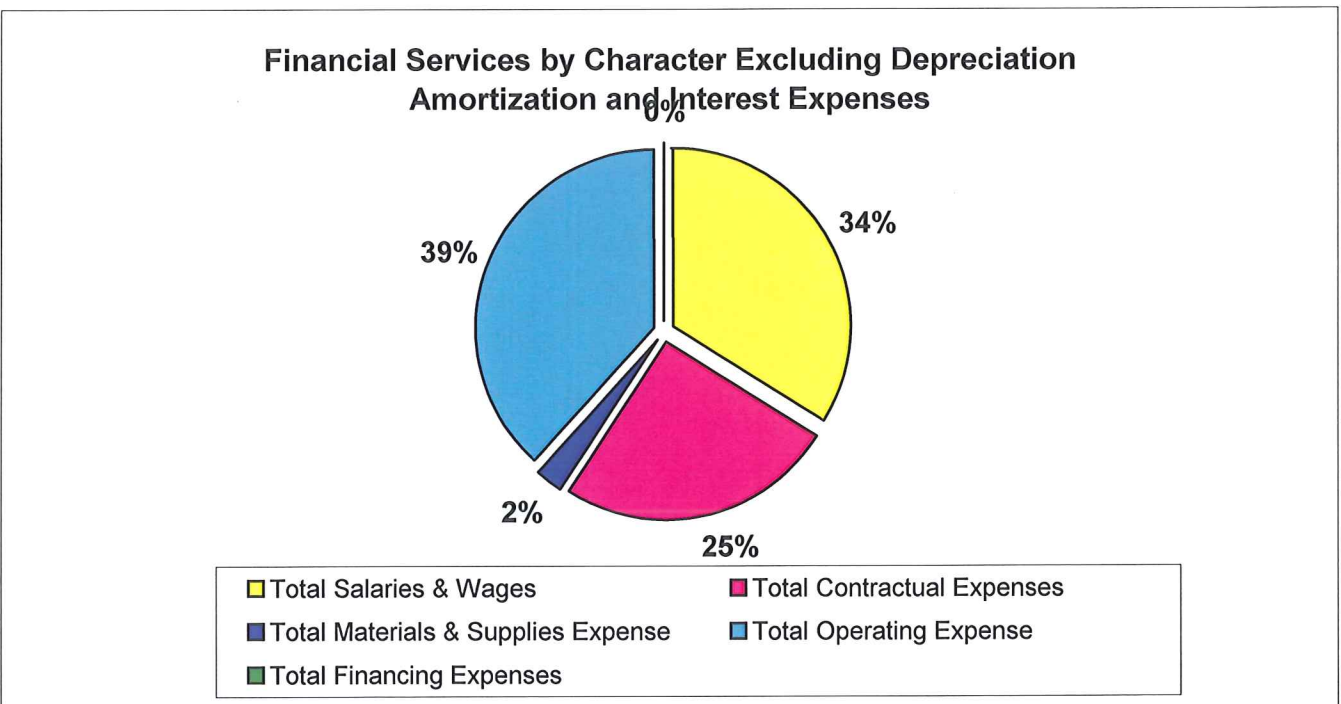
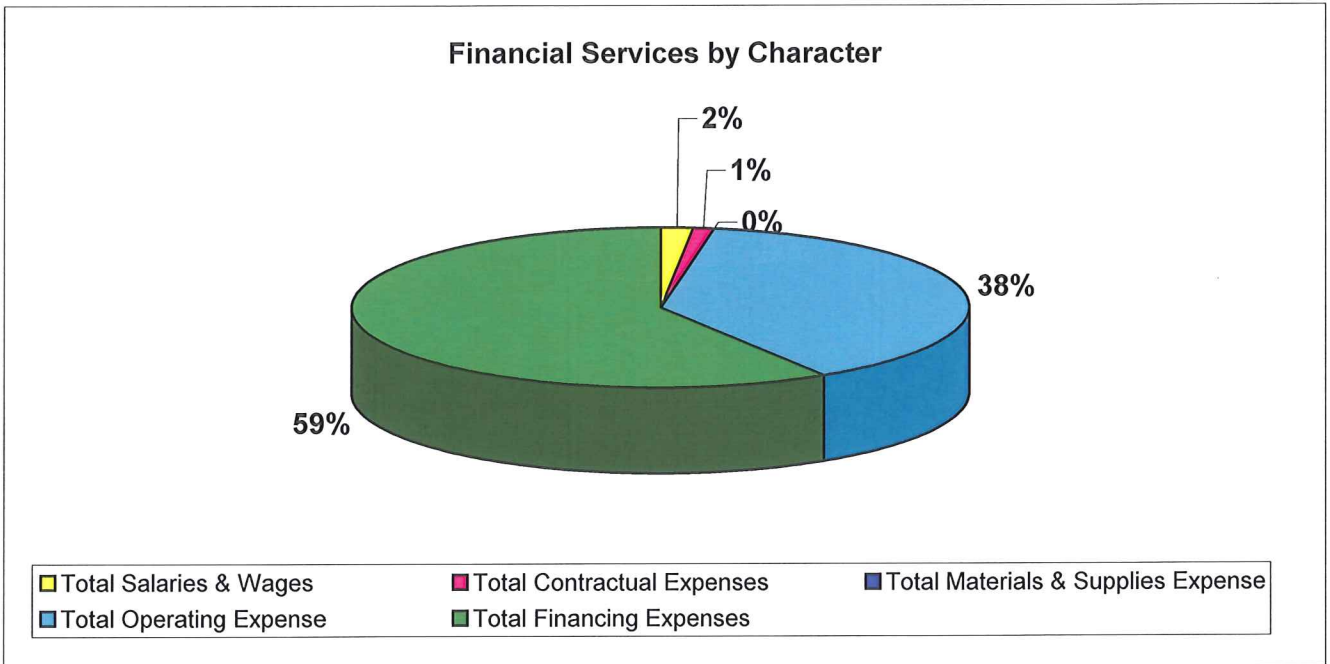
## **FY 2011 Financial Services Department**

The FY 2011 operating budget for Financial Services is decreasing \$7,011,476 mainly as a decrease in interest expense from the new bonds issued for the 183A Extension project which is being capitalized.

The goal of Financial Services is to maintain the fiscal integrity of the Authority and insure that there are adequate resources to accomplish the Authority's mission.

## Central Texas Regional Mobility Authority Financial Services Department

	FY 11 Proposed	FY 10	Increase (Decrease)
Total Salaries & Wages	337,633	348,696	-3.17%
Total Contractual Expenses	253,400	257,260	-1.50%
Total Materials & Supplies Expense	23,500	24,100	-2.49%
Total Operating Expense	8,081,875	8,702,365	-7.13%
Total Financing Expenses	12,443,280	18,818,743	-33.88%
<b>Total Expenses</b>	<b>21,139,688</b>	<b>28,151,164</b>	<b>-24.91%</b>



Central Texas Regional Mobility Authority  
FY 2011 Proposed Operating Budget  
Financial Services

	Budget FY 2010	Actual Year To Date 4/30/2010	Percent of Budget	Proposed FY 2011 Operating
<b>Revenue</b>				Page 14
Interest Income	900,000	368,739	40.97%	60,000
<b>Total Revenue</b>	<b>900,000</b>	<b>368,739</b>	<b>40.97%</b>	<b>60,000</b>

**Central Texas Regional Mobility Authority  
FY 2011 Proposed Operating Budget  
Financial Services**

	Budget FY 2010	Actual Year To Date 4/30/2010	Percent of Budget	Proposed FY 2011 Operating
<b>Expenditures</b>				Page 15
<b>Salary &amp; Wage Expense</b>				
Regular	255,557	245,730	96.15%	254,193
Part Time	10,000	0		-
TCDRS	37,056	34,149	92.15%	36,858
FICA	11,701	10,577	90.39%	11,213
FICA MED	3,851	3,547	92.10%	3,686
Health Insurance	12,200	11,511	94.35%	12,800
Life Insurance	869	848	97.55%	915
Other Benefits	17,165	8,817	51.37%	17,428
Unemployment Taxes	297	98	32.94%	540
<b>Total Salaries &amp; Wages</b>	<b>348,696</b>	<b>315,276</b>	<b>90.42%</b>	<b>337,633</b>
<b>Contractual Services</b>				
<b>Professional Services</b>				
Accounting	9,000	10,165	112.94%	9,800
Auditing	45,000	44,557	99.02%	54,000
Human Resources	15,000	2,767	18.45%	12,000
Legal	0	28,500		
<b>Total Professional Services</b>	<b>69,000</b>	<b>85,989</b>	<b>124.62%</b>	<b>75,800</b>
<b>Other Contractual Services</b>				
IT Services	75,000	58,327	77.77%	65,000
Copy Machine	11,000	10,610	96.46%	13,500
Software Licenses	23,000	16,669	72.48%	23,000
Cell Phones	1,400	550	39.29%	600
Local phone service	10,000	4,029	40.29%	6,500
Long Distance	1,000	271	27.06%	750
Internet	4,560	3,151	69.09%	4,800
Other Communication Expense	1,500	897	59.78%	1,500
Subscriptions	300	140	46.67%	350
Memberships	1,000	420	42.00%	600
Seminars and Conferences	3,500	3,280	93.71%	3,500
Staff-Travel	6,000	5,736	95.61%	7,500
Contractual Contingencies	50,000	0		50,000
<b>Total Other Contractual Services</b>	<b>188,260</b>	<b>104,080</b>	<b>55.29%</b>	<b>177,600</b>
<b>Total Contractual Expenses</b>	<b>257,260</b>	<b>190,068</b>	<b>73.88%</b>	<b>253,400</b>

**Central Texas Regional Mobility Authority**  
**FY 2011 Proposed Operating Budget**  
**Financial Services**

	<b>Budget FY 2010</b>	<b>Actual Year To Date 4/30/2010</b>	<b>Percent of Budget</b>	<b>Proposed FY 2011 Operating</b>
<b>Materials and Supplies</b>				Page 16
Office Supplies	15,000	4,601	30.67%	12,000
Computer Supplies	4,500	7,517	167.04%	7,500
Copy Supplies	2,000	387	19.34%	2,000
Other Printed Reports	500	0		
Office Supplies printed	1,000	840	84.04%	1,000
Maintenance Supplies	100	0		
Misc Materials & Supplies	1,000	1,000	100.00%	1,000
<b>Total Materials &amp; Supplies Exp</b>	<b>24,100</b>	<b>14,345</b>	<b>59.52%</b>	<b>23,500</b>
<b>Operating Expenses</b>				
Mileage Reimbursement	600	308	51.26%	500
Toll Tag Expense	75	7	8.68%	75
Parking	36,500	25,819	70.74%	38,400
Meeting Expense	750	643	85.73%	750
Postage	1,500	0		0
Overnight Delivery Services	1,000	2,243	224.32%	2,500
Local Delivery Services	0	13		50
Insurance Expense	140,000	638	0.46%	125,000
Rent	205,000	169,693	82.78%	212,000
Electricity	4,200	3,807	90.65%	3,600
Amortization Expense	1,397,000	1,120,195	80.19%	1,225,000
Dep Exp- Furniture & Fixtures	19,000	17,166	90.35%	19,000
Dep Expense - Equipment	16,440	13,180	80.17%	15,000
Dep Expense - Autos & Trucks	4,500	3,605	80.12%	4,000
Dep Expense-Buildng & Toll Fac	160,000	161,845	101.15%	177,000
Dep Expense-Highways & Bridges	5,504,000	4,552,865	82.72%	5,000,000
Dep Expense-Communic Equip	197,000	180,412	91.58%	197,000
Dep Expense-Toll Equipment	465,000	423,300	91.03%	465,000
Dep Expense - Signs	135,000	122,162	90.49%	135,000
Dep Expense-Land Improvemts	49,500	47,285	95.53%	52,000
Depreciation Expense-Computers	365,000	339,207	92.93%	410,000
Other Licenses	300	0		
<b>Total Operating Expense</b>	<b>8,702,365</b>	<b>7,184,394</b>	<b>82.56%</b>	<b>8,081,875</b>

**Central Texas Regional Mobility Authority  
 FY 2011 Proposed Operating Budget  
 Financial Services**

**Proposed  
 FY 2011  
 Operating**

Page 17

**Financing Expenses**

	<b>Budget FY 2010</b>	<b>Actual Year To Date 4/30/2010</b>	<b>Percent of Budget</b>	
Arbitrage Rebate Calculation	4,000	6,000	150.00%	6,000
Bond issuance expense Operating	718,000	640,737	89.24%	620,280
Loan Fees	11,000	11,500	104.55%	12,500
Rating Agency Expense	25,000	30,000	120.00%	30,000
Trustee Fees	2,000	0		2,000
Bank Fees Operating	25,000	714	2.85%	7,500
Interest Expense	18,003,743	10,957,671	60.86%	11,750,000
Contingency	30,000	0		15,000
<b>Total Financing Expense</b>	<b>18,818,743</b>	<b>11,646,621</b>	<b>61.89%</b>	<b>12,443,280</b>
<b>Total Expenses</b>	<b>28,151,164</b>	<b>19,350,705</b>	<b>68.74%</b>	<b>21,139,688</b>

## **FY2011 Communication and Marketing Department**

For the second year in a row, the Communication and Marketing Department has reduced its budget while reallocating line item budgets to priority areas. The FY 2011 budget is targeted to activities across all functional areas within the agency. While the budget amount doesn't reflect it, the Communication and Marketing Department has been taking on significant additional activities over the past year and that trend is expected to continue in FY 2011.

To effectively manage the agency's growing portfolio of projects, the Communication and Marketing Department has allocated resources to support public involvement activities related to construction of the 183A Northern Extension and the Manor Expressway. The Department is also planning to implement public outreach activities in support of the MoPac Improvement Project.

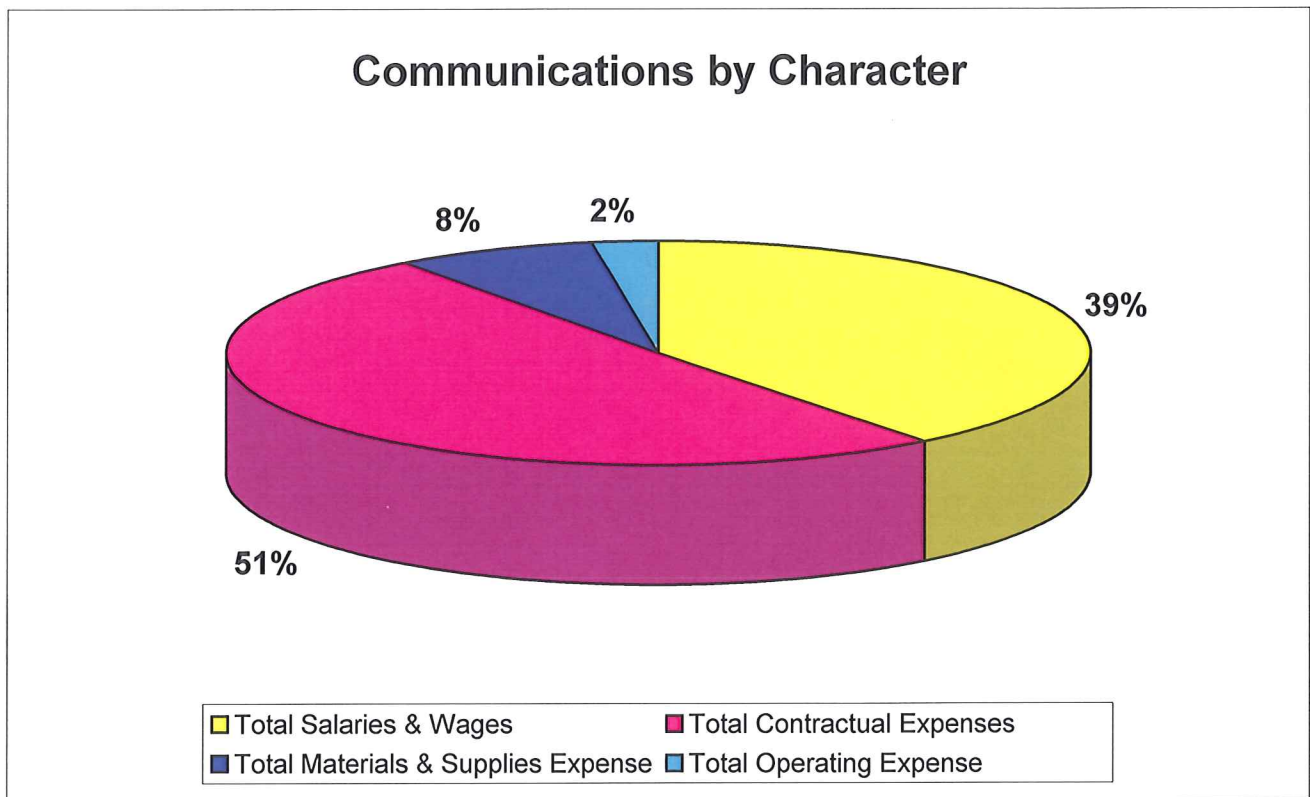
The FY 2011 budget also includes resources necessary to effect an upgrade to the [mobilityauthority.com](http://mobilityauthority.com) web site to keep pace with emerging technologies and software. In addition, this budget will fund the Department's ongoing support of customer service functions related to the Mobility Authority's Pay by Mail and violation enforcement programs.

Development of communication tools is a major activity for the Communication and Marketing Department and the FY 2011 budget will fund production/printing of the annual report, an updated economic development pamphlet, FY 2011 budget book, project fact sheets, e-newsletters, maps, Mobility Matters blog and all other communication materials required by the agency.

In recent years, the Department has reduced the amount of money allocated for traditional advertising. However, funding still remains for participation in and/or sponsorship of various community events. A limited amount of money has also been allocated to support continued advertising in special community publications such as Chamber of Commerce maps and newcomer guides.

## Central Texas Regional Mobility Authority Communications Department

	FY 11 Proposed	FY 10	Increase (Decrease)
Total Salaries & Wages	262,411	261,530	0.34%
Total Contractual Expenses	337,600	334,600	0.90%
Total Materials & Supplies Expense	50,000	56,100	-10.87%
Total Operating Expense	16,300	16,900	-3.55%
Total Financing Expenses	0	0	
<b>Total Expenses</b>	<b>666,311</b>	<b>669,130</b>	<b>-0.42%</b>





**Central Texas Regional Mobility Authority  
FY 2011 Proposed Operating Budget  
Communications**

	<b>Budget FY 2010</b>	<b>Actual Year To Date 6/24/2010</b>	<b>Percent of Budget</b>	<b>Proposed FY 2011 Operating</b>
<b>Expenditures</b>				Page 19
<b>Salary &amp; Wage Expense</b>				
Regular	188,123	165,750	88.11%	186,775
TCDRS	25,828	23,263	90.07%	25,632
FICA	10,473	9,238	88.21%	10,538
FICA MED	2,728	2,304	84.45%	2,708
Health Insurance	21,500	17,207	80.03%	23,000
Life Insurance	606	575	94.91%	636
Other Benefits	11,975	8,634	72.10%	12,311
Unemployment Taxes	297	86	28.93%	810
<b>Total Salaries &amp; Wages</b>	<b>261,530</b>	<b>227,056</b>	<b>86.82%</b>	<b>262,411</b>
<b>Contractual Services</b>				
<b>Professional Services</b>				
Photography	15,000	8,290	55.26%	15,000
<b>Total Professional Services</b>	<b>15,000</b>	<b>8,290</b>	<b>55.26%</b>	<b>15,000</b>
<b>Other Contractual Services</b>				
Graphic Design Services	15,000	8,075	53.83%	10,000
Website Maintenance	20,000	19,892	99.46%	45,000
Research Services	30,000	5,000	16.67%	20,000
Communications and Marketing	135,000	134,038	99.29%	170,000
Advertising	50,000	15,117	30.23%	25,000
Direct Mail	10,000	0		5,000
Video Production	10,000			5,000
Television	5,000	0		5,000
Radio	20,000	0		20,000
Other Public Relations	2,500	78	3.12%	2,500
Cell Phones	600	550	91.67%	600
Subscriptions	500	0		500
Memberships	1,000	1,285	128.50%	1,000
Professional Development	5,000	0		
Seminars and Conferences	5,000	1,445	28.90%	5,000
Staff-Travel	10,000	3,731	37.31%	8,000
<b>Total Other Contractual Services</b>	<b>319,600</b>	<b>189,210</b>	<b>59.20%</b>	<b>322,600</b>
<b>Total Contractual Expenses</b>	<b>334,600</b>	<b>197,500</b>	<b>59.03%</b>	<b>337,600</b>

**Central Texas Regional Mobility Authority  
FY 2011 Proposed Operating Budget  
Communications**

	<b>Budget FY 2010</b>	<b>Actual Year To Date 6/24/2010</b>	<b>Percent of Budget</b>	<b>Proposed FY 2011 Operating</b>
<b>Materials and Supplies</b>				Page 20
Books & Publications	100	0		
Office Supplies	1,000	0		
Annual Report printing	10,000	8,734	87.34%	10,000
Other Printed Reports	20,000	11,970	59.85%	20,000
Direct Mail printing	10,000	0		5,000
Promotional Items	10,000	208	2.08%	10,000
Displays	5,000	0		5,000
<b>Total Materials &amp; Supplies Exp</b>	<b>56,100</b>	<b>20,911</b>	<b>37.27%</b>	<b>50,000</b>
<b>Operating Expenses</b>				
Mileage Reimbursement	2,000	673	33.66%	1,500
Toll Tag Expense	200	36	17.99%	200
Parking	200	12	6.00%	100
Meeting Facilities	1,000	0		1,000
Community Meeting/Events	5,000	500	10.00%	5,000
Meeting Expense	500	173	34.69%	500
Public Notices	2,000	0		2,000
Postage	5,000	778	15.57%	5,000
Overnight Delivery Services	500	0		500
Local Delivery Services	500	70	14.04%	500
<b>Total Operating Expense</b>	<b>16,900</b>	<b>2,243</b>	<b>13.27%</b>	<b>16,300</b>
<b>Financing Expenses</b>				
<b>Total Financing Expense</b>	<b>0</b>	<b>0</b>		<b>0.00</b>
<b>Total Expenses</b>	<b>669,130</b>	<b>447,710</b>	<b>66.91%</b>	<b>666,311</b>

## FY2011 Operations Department

CTRMA completed two full years of operations in fiscal year 2010 and, with it, a long list of achievements:

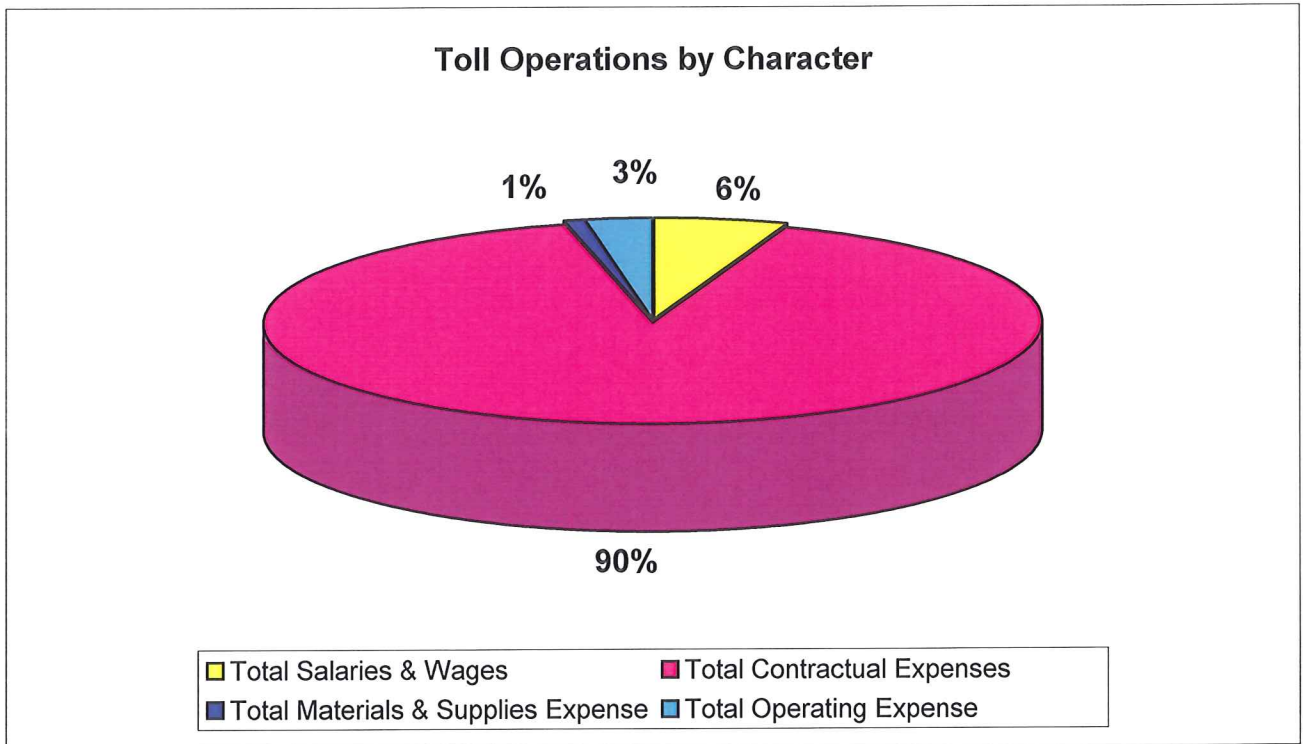
- An independent audit of our Electronic Toll Collection (ETC) system was performed in the fall of 2009. Once again, the system met or exceeded the original 99.9% accuracy specifications in all key areas.
- CTRMA continues to be the only agency in the country to use a collections firm as our payment processor. This partnership has resulted in over \$5 million in Pay By Mail revenue since the program's initiation in May 2008.
- We have maintained an audited violation (leakage) rate of approximately 3%, which is commendable for a cashless system.

While we are able to reduce the operations budget in some areas, a 7% overall increase is projected for fiscal year 2011. This increase is attributable to the greater volume of image processing (\$70,000) and the 8% surcharge paid to TxTag for each toll tag transaction (\$287,200) as a result of increased traffic on 183A.

The successes we continue to experience are attributable to our contractors, as well as our innovativeness and sound business practices. These operational practices have resulted in CTRMA's recognition throughout the industry. We continue to receive requests for information from around the country and remain committed to sharing our experiences and helping other agencies as opportunities arise.

**Central Texas Regional Mobility Authority  
Toll Operations Department**

	FY 11 Proposed	FY 10	Increase (Decrease)
<b>Total Salaries &amp; Wages</b>	275,948	272,391	1.31%
<b>Total Contractual Expenses</b>	4,557,600	4,214,300	8.15%
<b>Total Materials &amp; Supplies Expense</b>	31,000	31,000	0.00%
<b>Total Operating Expense</b>	143,200	148,700	-3.70%
<b>Total Financing Expenses</b>	0	0	
<b>Total Expenses</b>	<u>5,007,748</u>	<u>4,666,391</u>	<u>7.32%</u>



**Central Texas Regional Mobility Authority  
 FY 2011 Proposed Operating Budget  
 Toll Operations**

	<b>Budget FY 2010</b>	<b>Actual Year To Date 4/30/2010</b>	<b>Percent of Budget</b>	<b>Proposed FY 2011 Operating</b>
<b>Revenue</b>				Page 22
Toll Revenue-TxTag-183A	17,250,000	13,754,653	79.74%	17,000,000
Toll Revenue-HCTRA-183A	565,000	501,289	88.72%	540,000
Toll Revenue-NTTA-183A	306,000	322,237	105.31%	340,000
Video Tolls	1,250,000	2,573,838	205.91%	2,800,000
Fee Revenue	812,500	1,211,523	149.11%	1,350,000
Misc Revenue	0	0		6,600
<b>Total Revenue</b>	<b>20,183,500</b>	<b>18,363,540</b>	<b>90.98%</b>	<b>22,036,600</b>

**Central Texas Regional Mobility Authority**  
**FY 2011 Proposed Operating Budget**  
**Toll Operations**

	<b>Budget FY 2010</b>	<b>Actual Year To Date 4/30/2010</b>	<b>Percent of Budget</b>	<b>Proposed FY 2011 Operating</b>
<b>Expenditures</b>				Page 23
<b>Salary &amp; Wage Expense</b>				
Regular	200,296	188,123	93.92%	201,631
TCDRS	29,043	26,357	90.75%	29,236
FICA	9,746	9,042	92.78%	10,006
FICA MED	2,904	2,637	90.81%	2,924
Health Insurance	16,000	14,951	93.45%	17,000
Life Insurance	681	653	95.84%	726
Other Benefits	13,523	9,852	72.85%	13,885
Unemployment Taxes	198	87	43.94%	540
<b>Total Salaries &amp; Wages</b>	<b>272,391</b>	<b>251,702</b>	<b>92.40%</b>	<b>275,948</b>
<b>Contractual Services</b>				
<b>Professional Services</b>				
General Engineering Consultant	50,000	627	1.25%	50,000
General System Consultant	175,000	47,008	26.86%	175,000
Toll Collection Contract	0	7,287		
Image Processing	540,000	587,534	108.80%	610,000
<b>Total Professional Services</b>	<b>765,000</b>	<b>642,456</b>	<b>83.98%</b>	<b>835,000</b>
<b>Other Contractual Services</b>				
Graphic Design Services	0	1,920		3,500
ETC Maintenance Contract	1,288,000	1,013,937	78.72%	1,288,000
ETC Development	125,000	57,774	46.22%	125,000
ETC Testing	30,000	28,718	95.73%	30,000
Advertising	0	146		
Law Enforcement	230,000	185,462	80.64%	245,000
Special assignments	10,000	0		5,000
Traffic Management	72,000	64,633	89.77%	72,000
Cell Phones	800	550	68.75%	600
Local phone service	12,000	7,270	60.59%	10,000
Internet	1,500	1,175	78.35%	1,800
Fiber Optic System	63,000	34,351	54.53%	63,000
Subscriptions	500	0		
Memberships	1,000	1,000	100.00%	1,000
Seminars and Conferences	3,500	1,655	47.29%	3,500
Staff-Travel	7,000	1,580	22.57%	7,000
TxTag Collection Fees	1,480,000	1,151,901		1,767,200
Contractual Contingencies	125,000	114	0.09%	100,000
<b>Total Other Contractual Services</b>	<b>3,449,300</b>	<b>2,552,186</b>	<b>73.99%</b>	<b>3,722,600</b>
<b>Total Contractual Expenses</b>	<b>4,214,300</b>	<b>3,194,642</b>	<b>75.80%</b>	<b>4,557,600</b>

**Central Texas Regional Mobility Authority  
FY 2011 Proposed Operating Budget  
Toll Operations**

	<b>Budget FY 2010</b>	<b>Actual Year To Date 4/30/2010</b>	<b>Percent of Budget</b>	<b>Proposed FY 2011 Operating</b>
<b>Materials and Supplies</b>				Page 24
ETC spare parts expense	30,000	2,018		30,000
Misc Materials & Supplies	1,000	0		1,000
<b>Total Materials &amp; Supplies Exp</b>	<b>31,000</b>	<b>2,018</b>	<b>6.51%</b>	<b>31,000</b>
<b>Operating Expenses</b>				
Mileage Reimbursement	6,000	1,142	19.03%	\$ 2,000.00
Toll Tag Expense	2,000	351	17.57%	\$ 1,000.00
Parking	300	24	8.00%	
Meeting Expense	100	122	122.25%	200
Postage	100	0		
Overnight Delivery Services	100	0		
Local Delivery Services	100	0		
Repair and Maintenance-Toll Equipment	15,000	1,030		15,000
Water	7,500	4,810	64.13%	7,500
Electricity	117,500	74,162	63.12%	\$ 117,500.00
<b>Total Operating Expense</b>	<b>148,700</b>	<b>81,641</b>	<b>54.90%</b>	<b>143,200</b>
<b>Financing Expenses</b>				
<b>Total Expenses</b>	<b>4,666,391</b>	<b>3,530,004</b>	<b>75.65%</b>	<b>5,007,748</b>





## Engineering Department FY 2011 Budget

Major elements of work in the Engineering Division's FY 2011 Budget include

- Continued support for oversight of maintenance and warranty work on 183A, as well as coordination with local governments and developers along the corridor
- Oversight for implementation of 183A Extension and Manor Expressway Direct Connectors
- Oversight for Development of MoPac Improvement Project
- Maintenance and support of CTRMA project "dashboard"
- Deployment and support of the Enterprise Document Management System

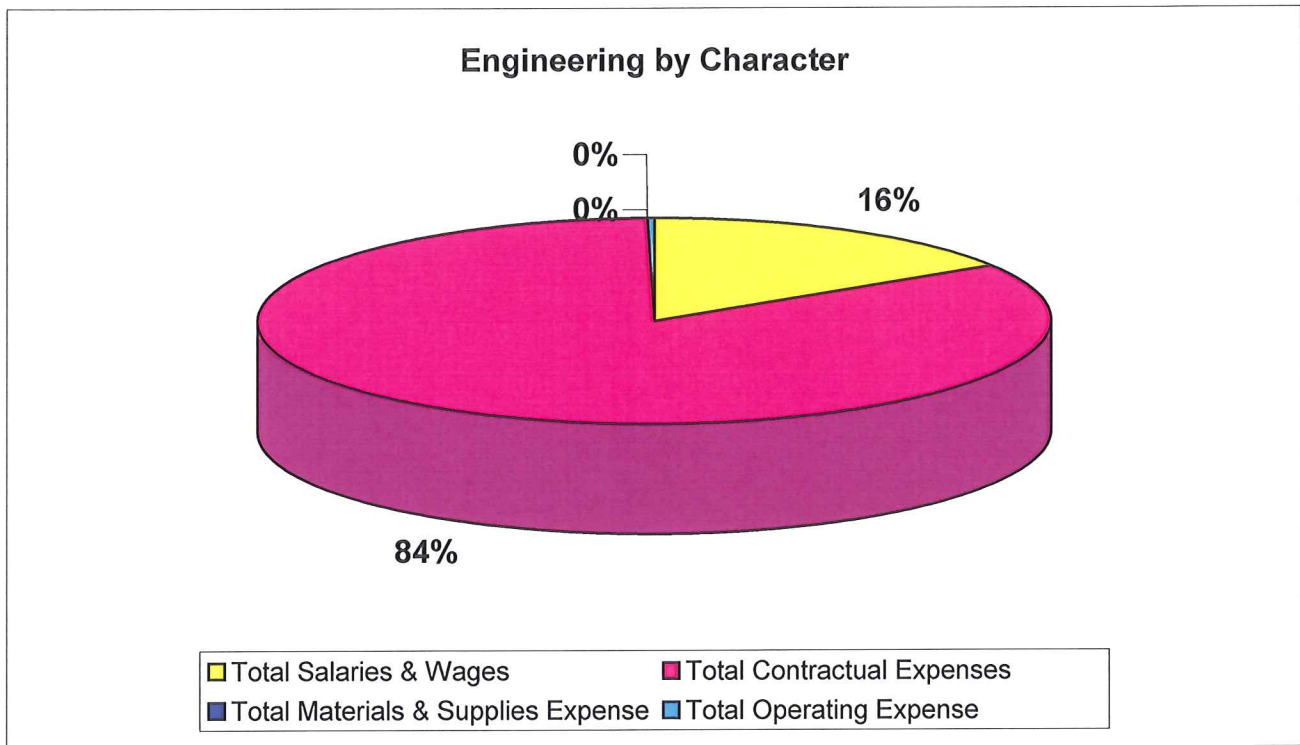
Overall, the proposed Engineering budget increases by 12% when compared to FY 2010. This is attributable to an increase of \$45,935 in salaries and wages due to the salary reclassification of an existing vacant Engineer I position to properly reflect market rates, and a net increase of \$320,350 in contractual expenses related to anticipated increases in maintenance contracting and GEC operations. The anticipated increases in GEC operations include financial team support, contract management support and facilities and toll operations support.

Future cost savings and efficiencies for tracking project progress and expenditures will be achieved with the CTRMA Dashboard. Existing work flows were used to automatically populate status update pages on the internet application available to all Board Members, as well as internal staff and our General Engineering Consultants.

Additional savings in time and organizational efforts will be realized through the continued implementation of the Enterprise Document Management System (EDMS). A single internet based application acting as a central, searchable repository for paper documents will greatly enhance our ability to manage day to day document filing and retrieval. Existing work flow processes have been programmed into EDMS, which should help document existing business practices and make them more efficient.

## Central Texas Regional Mobility Authority Engineering Department

	FY 11 Proposed	FY 10	Increase (Decrease)
<b>Total Salaries &amp; Wages</b>	539,671	493,736	9.30%
<b>Total Contractual Expenses</b>	2,781,100	2,460,750	13.02%
<b>Total Materials &amp; Supplies Expense</b>	1,000	1,150	-13.04%
<b>Total Operating Expense</b>	10,270	8,900	15.39%
<b>Total Financing Expenses</b>	0	0	
<b>Total Expenses</b>	<b>3,332,041</b>	<b>2,964,536</b>	



**Central Texas Regional Mobility Authority  
FY 2011 Proposed Operating Budget  
Engineering**

	<b>Budget FY 2010</b>	<b>Actual Year To Date 6/24/2010</b>	<b>Percent of Budget</b>	<b>Proposed FY 2011</b>
<b>Expenditures</b>				Page 26
<b>Salary &amp; Wage Expense</b>				
Regular	284,098	204,210	71.88%	317,866
Contractual Employees	105,000	1,125	1.07%	105,000
TCDRS	41,194	28,583	69.39%	46,091
FICA	12,279	10,512	85.61%	14,666
FICA MED	4,119	2,914	70.74%	4,609
Health Insurance	26,500	17,512	66.08%	28,000
Life Insurance	966	708	73.31%	1,144
Other Benefits	19,283	2,994	15.53%	21,657
Unemployment Taxes	297	90	30.30%	639
<b>Total Salaries &amp; Wages</b>	<b>493,736</b>	<b>268,647</b>	<b>54.41%</b>	<b>539,671</b>
<b>Contractual Services</b>				
<b>Professional Services</b>				
General Engineering Consultant	1,200,000	795,470	66.29%	1,550,000
Facility maintenance	75,000	95,570	127.43%	90,000
Traffic & Revenue Consultants	20,000	0		
<b>Total Professional Services</b>	<b>1,295,000</b>	<b>891,040</b>	<b>68.81%</b>	<b>1,640,000</b>
<b>Other Contractual Services</b>				
Emergency Maintenance	10,000	0		10,000
Roadway Maintenance Contract	200,000	232,094	116.05%	300,000
Landscape Maintenance	240,000	183,443	76.43%	200,000
Signal & Illumination Main	250,000	239,287	95.71%	250,000
Mowing and litter control	350,000	173,652	49.61%	300,000
Hazardous material cleanup	10,000	0		10,000
Striping	30,000	22,367	74.56%	50,000
Graffiti removal	10,000	800	8.00%	10,000
Cell Phones	1,500	1,349	89.92%	1,600
Continuing Education	0	775		1,000
Professional Development	250	0		
Seminars and Conferences	3,000	2,125	70.83%	3,000
Staff-Travel	4,000	5,299	132.46%	5,500
Contractual Contingencies	57,000	0		
<b>Total Other Contractual Services</b>	<b>1,165,750</b>	<b>861,191</b>	<b>73.87%</b>	<b>1,141,100</b>
<b>Total Contractual Expenses</b>	<b>2,460,750</b>	<b>1,752,231</b>	<b>71.21%</b>	<b>2,781,100</b>

**Central Texas Regional Mobility Authority  
FY 2011 Proposed Operating Budget  
Engineering**

	<b>Budget FY 2010</b>	<b>Actual Year To Date 6/24/2010</b>	<b>Percent of Budget</b>	<b>Proposed FY 2011</b>
<b>Materials and Supplies</b>				Page 27
Tools & Equipment	650	374	57.56%	500
Misc Materials & Supplies	500	536	107.16%	500
<b>Total Materials &amp; Supplies Exp</b>	<b>1,150</b>	<b>910</b>	<b>79.12%</b>	<b>1,000</b>
<b>Operating Expenses</b>				
Gasoline	4,500	3,356	74.59%	3,500
Mileage Reimbursement	1,000	694	69.45%	1,000
Toll Tag Expense	750	2,123	283.03%	2,300
Parking	150	18	12.00%	20
Meeting Expense	0	63		
Public Notices	1,000	0		
Overnight Delivery Services	100	10	9.79%	100
Local Delivery Services	100	0		
Repair and Maintenance	0	115		200
Repair and Maintenance-Vehicles	1,000	2,895		2,900
Other Licenses	300	235	78.33%	250
<b>Total Operating Expense</b>	<b>8,900</b>	<b>9,510</b>	<b>106.85%</b>	<b>10,270</b>
<b>Financing Expenses</b>				
<b>Total Financing Expense</b>	<b>0</b>	<b>0</b>		<b>0</b>
<b>Total Expenses</b>	<b>2,964,536</b>	<b>2,031,298</b>	<b>68.52%</b>	<b>3,332,041</b>

## FY 2011 Legal Department

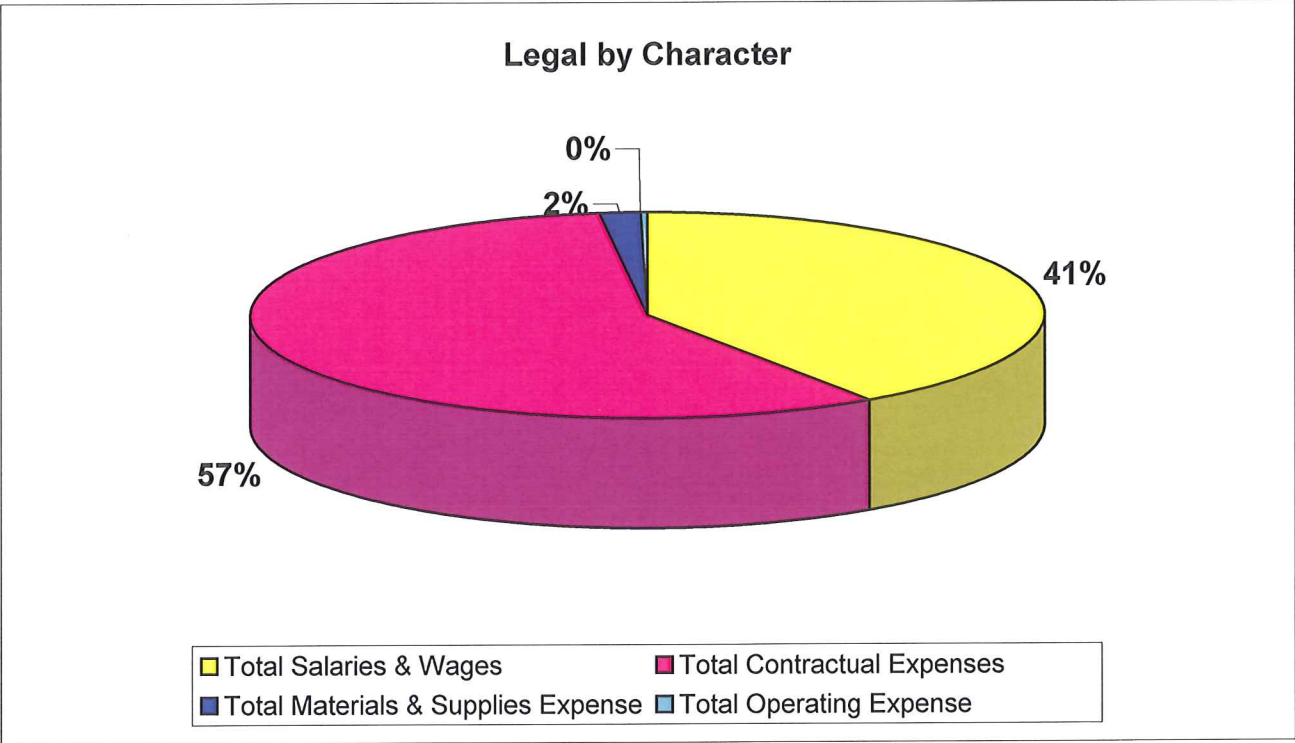
The FY 2011 Budget for the Legal Department includes salary and benefits for the general counsel and an administrative assistant and associated operational costs, including research services and materials, needed to provide "in-house" general legal services to the executive director, staff, and the Board of Directors. The budget also provides additional resources through outside legal counsel, when needed to supplement in-house legal resources, to assist with particular matters that involve specialized knowledge and expertise, and to represent the Mobility Authority in litigation where the Mobility Authority is or may become a party or participant.

The overall FY 2011 operating budget for legal services is proposed to be \$737,564, a decrease of \$22,558 - relatively unchanged from the FY 2010 Budget. This budget is intended to ensure the Mobility Authority has the expert legal services needed to anticipate and respond to complex and sophisticated legal issues in a cost-effective manner.

The 82<sup>nd</sup> Texas Legislature will convene in January, 2011. Transportation and financing issues will, in all likelihood, receive focused attention from the Legislature. The proposed budget anticipates providing significant outside counsel resources to analyze and effectively respond to proposed legislative changes that may affect the Mobility Authority and its ability to carry out its mission.

**Central Texas Regional Mobility Authority  
Legal Department**

	FY 11 Proposed	FY 10	Increase (Decrease)
<b>Total Salaries &amp; Wages</b>	290,605	308,613	-5.84%
<b>Total Contractual Expenses</b>	410,000	413,700	-0.89%
<b>Total Materials &amp; Supplies Expense</b>	11,500	11,500	0.00%
<b>Total Operating Expense</b>	2,900	3,750	-22.67%
<b>Total Financing Expenses</b>	0	0	
<b>Total Expenses</b>	<u>715,005</u>	<u>737,563</u>	<u>-3.06%</u>



**Central Texas Regional Mobility Authority  
FY 2011 Proposed Operating Budget  
Legal**

	<b>Budget FY 2010</b>	<b>Actual Year To Date 6/24/2010</b>	<b>Percent of Budget</b>	<b>Proposed FY 2011 operating</b>
<b>Expenditures</b>				
<b>Salary &amp; Wage Expense</b>				
Regular	214,933	186,634	86.83%	198,310
Overtime	1,000	0		1,000
TCDRS	31,310	26,079	83.29%	28,900
FICA	9,308	7,481	80.37%	9,183
FICA MED	3,131	2,614	83.50%	2,890
Health Insurance	33,500	22,733	67.86%	35,500
Life Insurance	731	644	88.11%	714
Other Benefits	14,502	2,063	14.23%	13,568
Unemployment Taxes	198	275	139.08%	540
<b>Total Salaries &amp; Wages</b>	<b>308,613</b>	<b>248,523</b>	<b>80.53%</b>	<b>290,605</b>
<b>Contractual Services</b>				
<b>Professional Services</b>				
Legal	400,000	70,733	17.68%	400,000
Meeting Transcripts	1,000	0		
<b>Total Professional Services</b>	<b>401,000</b>	<b>70,733</b>	<b>17.64%</b>	<b>400,000.00</b>
<b>Other Contractual Services</b>				
Cell Phones	800	200	25.00%	600
Subscriptions	200	0		
Memberships	900	0		900
Continuing Education	2,000	0		2,000
Professional Development	300	0		
Seminars and Conferences	2,500	350	14.00%	2,500
Staff-Travel	3,500	1,958	55.94%	3,500
Contractual Contingencies	2,500	155	6.20%	500
<b>Total Other Contractual Services</b>	<b>12,700</b>	<b>2,663</b>	<b>20.97%</b>	<b>10,000</b>
<b>Total Contractual Expenses</b>	<b>413,700</b>	<b>73,396</b>	<b>17.74%</b>	<b>410,000</b>

**Central Texas Regional Mobility Authority  
FY 2011 Proposed Operating Budget  
Legal**

	<b>Budget FY 2010</b>	<b>Actual Year To Date 6/24/2010</b>	<b>Percent of Budget</b>	<b>Proposed FY 2011 operating</b>
<b>Materials and Supplies</b>				
Books & Publications	11,500	10,302	89.58%	11,500
<b>Total Materials &amp; Supplies Exp</b>	<b>11,500</b>	<b>10,302</b>	<b>89.58%</b>	<b>11,500</b>
<b>Operating Expenses</b>				
Mileage Reimbursement	1,000	269	26.93%	750
Toll Tag Expense	100	0		100
Parking	50	0		50
Meeting Expense	150	13	8.66%	150
Public Notices	300	68	22.67%	200
Overnight Delivery Services	150	91	60.97%	150
Local Delivery Services	1,500	0		1,500
Other Licenses	500	0		
<b>Total Operating Expense</b>	<b>3,750</b>	<b>442</b>	<b>11.78%</b>	<b>2,900</b>
<b>Financing Expenses</b>				
<b>Total Expenses</b>	<b>737,563</b>	<b>332,663</b>	<b>45.10%</b>	<b>715,005</b>



## Central Texas Regional Mobility Authority Staffing

Budgeted Positions	FY 06	FY 07	FY 08	FY 09	FY 10	FY 11
<b>Administrative</b>						
Executive Director	1	1	1	1	1	1
Deputy Director	1		1	1	1	1
Assistant to Executive Director		1	1	1	1	1
Senior Administrative Assistant	1	1	1	1	1	1
Receptionist	1	1	1	1	1	1
Economic/Business Development Director	1	1	1	1	1	1
Project Coordinator					1	
Director of Procurement & Contract Mgt						1
Intern	1	1	1	1		1
<b>Financial</b>						
CFO	1	1	1	1	1	1
Fiscal Analyst/Contract Manager	1	1	1	1	1	1
Intern	1	1	1	1	1	
<b>Communications and Marketing</b>						
Director	1	1	1	1	1	1
Communication and Marketing Specialist	1 <sup>d</sup>	1	1	1	1	1
Intern			1	1	1	1
<b>Director Toll Operations</b>						
Director	1	1	1	1	1	1
Maintenance Manager		1	1	<sup>e</sup>		
Court Liaison				1 <sup>f</sup>	1	1
Intern	1	1	1	1		
<b>Engineering</b>						
Director of Engineering	<sup>a</sup>	<sup>a</sup>	<sup>a</sup>	1	1	1
Maintenance Manager				1 <sup>e</sup>	1	1
Engineer 1				1	1	1
<b>Legal</b>						
General Counsel	1	1 <sup>b</sup>	1	1	1	1
Senior Administrative Assistant	1	1 <sup>c</sup>	1	1	1	1
<b>FTE Totals</b>	<b>12</b>	<b>13</b>	<b>15</b>	<b>17</b>	<b>18</b>	<b>18</b>

<sup>1</sup> Filled position

<sup>a</sup> Director of Engineering is a contractual position in FY 06, FY 07. In FY 08 will transition to full time

<sup>b</sup> General Council was in Administration Department in FY 06

<sup>c</sup> Administrative Assistant was in Administration Department in FY 06

<sup>d</sup> Position was budgeted 2/3 in Administration and 1/3 in Communications in FY 06

<sup>e</sup> Maintenance Manager position moved to Engineering during FY 08

<sup>f</sup> Position was filled contractually in FY 08 by Washington Group

**Central Texas Regional Mobility Authority  
FY 2011 Capital Budget**

**Operating**

Software	\$5,000
Vehicles	\$25,000
Furniture and Fixtures	\$2,000
Computers	\$15,000
Upgrade to Navision (Accounting Software)	\$24,000
Leasehold Improvements	<u>\$5,000</u>

\$76,000

**Capital**

The Central Texas Regional Mobility Authority plans on issuing revenue bonds to plan and construct the following project during FY 2011:

Manor Expressway

Engineering	\$ 33,900,000	
Right of Way	\$ 82,400,000	
Construction	\$ 339,600,000	
		\$ 455,900,000

Some of the bonds issued will be used to pay off interim financing

## FY 2011 Proposed System Operating Budget

### System Operating Costs

<b>Toll Operations</b>	<b>Operating Expenses</b>	<b>5,007,748</b>
Finance Department	Insurance Expense	125,000
Finance Department	Trustee Expense	2,000
Finance Department	Salaries	168,817
Finance Department	Rent	212,000
Finance Department	Contractual	147,865
Finance Department	Materials and Supplies	17,250
Legal	Salaries	116,242
Legal	Contractual	210,000
Communications	Salaries	131,206
Communications	Contractual	127,500
Communications	Materials and Supplies	26,000
Engineering	Salaries	146,480
Engineering	Contractual	465,800
Administration	Salaries	556,354

<b>Total System Operating Costs</b>		<b>7,460,261</b>
-------------------------------------	--	------------------



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

**RESOLUTION NO. 10-56**

**HNTB Work Authorization No. 6 for General Project Development**

WHEREAS, the Central Texas Regional Mobility Authority (“CTRMA”) was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.1, *et seq.* (the “RMA Rules”); and

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

WHEREAS, the CTRMA utilizes HNTB as a General Engineering Consultant (“GEC”) pursuant to an Agreement for General Consulting Engineering Services dated September 15, 2003 (the “GEC Agreement”); and

WHEREAS, the GEC provides various services to the CTRMA, including activities required to assist the CTRMA in the study and initial development of future projects and any additional activities as requested of the GEC (the “GEC Project Development Services”); and

WHEREAS, Work Authorization No. 6 to the GEC Agreement, including a Scope of Services describing the GEC Project Development Services to be provided to the CTRMA (“Work Authorization No. 6”) has been developed and is attached hereto as Attachment “A”; and

WHEREAS, and such Work Authorization No. 6 establishes \$1,061,788.00 as the maximum amount to be paid as compensation for the GEC Project Development Services; and

WHEREAS, it is necessary that the Board of Directors approve Work Authorization No. 6 and its execution by the Executive Director; and

WHEREAS, the GEC has represented to the Board of Directors that the work reflected in Work Authorization No. 6 and the cost thereof is necessary and appropriate.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby approves Work Authorization No. 6 and the related Scope of Services as set forth in Attachment “A”; and

BE IT FURTHER RESOLVED, that Work Authorization No. 6 may be finalized and executed by the Executive Director on behalf of the CTRMA in the form or substantially the same form as Attachment “A”.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of June 2010.

Submitted and reviewed by:



Andrew Martin  
General Counsel for the Central  
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 10-56  
Date Passed 06/30/10

**ATTACHMENT "A"**  
**TO**  
**RESOLUTION NO. 10-56**  
**HNTB Work Authorization No. 6**

## APPENDIX D

### WORK AUTHORIZATION

#### WORK AUTHORIZATION NO. 6.0

This Work Authorization is made as of this 1st day of July, 2010, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of December 23<sup>rd</sup>, 2009 (the "Agreement"), between the Central Texas Regional Mobility Authority ("Authority") and **HNTB Corporation** ("GEC"). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

#### *FY 2011 Operations and Trust Indenture Obligations*

##### **Section A. - Scope of Services**

A.1. GEC shall perform the following Services:

*Please reference Attachment A – Scope of Work*

A.2. The following Services are not included in this Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the Authority.

*Please reference Attachment A – Scope of Work*

A.3. In conjunction with the performance of the foregoing Services, GEC shall provide the following submittals/deliverables (Documents) to the Authority:

*Please reference Attachment A – Scope of Work*

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

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

*WA No. 6 Services defined herein shall expire June 30, 2011.*

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

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed **\$1,061,788** based on a Cost Plus fee listed in Attachment B – Fee Estimate. Compensation shall be in accordance with the Agreement.

The Authority and the GEC agree that the budget amounts contained in Attachment B-Fee Estimate for the various companies and firms composing the GEC are estimates and that these individual figures may be redistributed and/or adjusted as necessary over the duration of this Work Authorization. The GEC may alter the compensation distribution between tasks or work assignments to be consistent with the Services actually rendered within the total



Work Authorization amount. The GEC shall not exceed the maximum amount payable without prior written permission by the Authority.

C.2. Compensation for Additional Services (if any) shall be paid by the Authority to the GEC according to the terms of a future Work Authorization.

**Section D. - Authority's Responsibilities**

The Authority shall perform and/or provide the following in a timely manner so as not to delay the Services of the GEC. Unless otherwise provided in this Work Authorization, the Authority shall bear all costs incident to compliance with the following:

*N/A*

**Section E. - Other Provisions**

The parties agree to the following provisions with respect to this specific Work Authorization:

*N/A*

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

**Authority:**

**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**GEC:**

**HNTB Corporation**

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

Name: Richard L. Ridings

Title: Vice President

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

**CENTRAL TEXAS RMA**  
**ATTACHMENT A – SCOPE OF SERVICES**  
**WORK AUTHORIZATION NO. 6**

**SERVICES TO BE PROVIDED BY THE GENERAL ENGINEERING CONSULTANT**  
**(GEC)**

**General**

This scope of services includes professional services and associated deliverables required by the Authority from July 1, 2010 through June 30, 2011.

The services to be performed by the GEC will include, but not be limited to, those services required to assist the Central Texas Regional Mobility Authority (the Authority) in meeting the Trust Indenture Obligations; general engineering assistance; assistance in managing operations and maintenance activities; project engineering feasibility services; support in contract development, review and administration; assistance with technology systems and communications networks management; general project development services; supporting public information and community development; special activities/tasks; and any additional activities as requested.

The tasks in this scope of services will not be performed or the funds utilized until directed by the Authority.

**1) TRUST INDENTURE OBLIGATIONS**

The GEC shall serve as the Authority's "General Engineering Consultant" as defined and set forth in current and future Authority Trust Agreements, performing the responsibilities of the General Engineering Consultant as assigned by the Trust Indenture, the related Bond Resolutions and amending and supplemental resolutions thereto. These responsibilities include, but are not limited to, the following:

- a) In connection with the issuance of any "Additional Bonds" under future Authority bond issues, issue such certificates as are required to be delivered by the Authority's GEC, including a certificate setting forth the GEC's opinions as to the following for each of the fiscal years specified in the Trust Agreement ensuing the Estimated Date of Completion, or in the case of refunding bonds, next ensuing date of said certificate, all as more specifically described in the Trust Agreements:
  - 1) The aggregate estimated amount of the cost of the acquisition or construction of the project for which the bonds are to be issued;
  - 2) The estimated date on which said project will be placed in operation (the "Estimated Date of Completion");
  - 3) The estimated amount of "Operating Expenses", as defined in the existing Trust Agreement.

- b) In connection with the Authority's acquisition of toll collection equipment, evaluate, and if appropriate, issue a written opinion regarding the Authority's entering into lease-purchase or lease-rental agreements for the acquisition of such equipment, all as more specifically described in the Trust Agreements.
- c) In connection with the Authority's acquisition by condemnation, or by a means other than condemnation, of any real property or other property, provide a signed statement certifying that in the GEC's opinion the acquisition of such property is necessary or advisable in connection with the construction, operation or maintenance of the applicable project, all as more specifically described in the Trust Agreements.
- d) In connection with all items payable on account of all obligations incurred for construction or engineering work (other than that performed by the GEC) and for acquisition of materials, equipment or supplies (other than for administrative office purposes) and for labor hired by the Authority to do construction work, and with respect to all items of payment to be made in reimbursing utility, railroad companies or others for obligations incurred by them pursuant to agreement with the Authority, provide a statement signed by the GEC and attached to or made a part of such requisition, certifying that each such obligation has been properly incurred and is then due and unpaid, that such obligation is a proper charge against the "Construction Fund" or similar term, as defined in the Trust Agreements, and that, insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, or such materials, equipment or supplies were actually installed, or delivered at the site of the work for that purpose, or delivered for storage or fabrication at a place or places approved by the GEC, all as more specifically described in the Trust Agreements.
- e) **Renewal and Replacement Fund:** In conjunction with disbursement of monies held for the credit of the Renewal and Replacement Fund, review and approve payment of the cost of repairs or replacements resulting from an emergency caused by some extraordinary occurrence so characterized by a certificate stating that the monies in the Reserve Fund and insurance proceeds, if any, available therefore are insufficient to meet such emergency.
- f) In connection with the Authority's construction of any project, prepare quarterly progress reports in connection with the construction of that project, and in connection with such construction including current projections with respect to:
  - 1) the date on which such Project will be opened for traffic, unless such Project shall have been opened for traffic prior to the date of such report;
  - 2) the date on which the construction of such Project will be completed;
  - 3) the Cost of such Project; and
  - 4) the amount of funds required each six (6) months during the remaining estimated period of construction to pay the costs of the Project exclusive of funds provided for construction contingencies, and accompanied by a progress schedule for such construction, and further including, as to construction, comparisons between the actual times elapsed and the actual costs, and the original estimates of such times and costs, all as more specifically described in the Trust Agreements. Schedules and projects of the cost to complete may be provided by others.

- g) In connection with the completion of a project and the disposition of the balance in the Construction Fund:
  - 1) Review and approve the certification stating the date of such completion and signed by the Authority; and
  - 2) Issue a certificate stating the amount, if any, required in the GEC's opinion for the payment of any remaining part of the cost of the project, all as specifically described in the Trust Agreements.
- h) In connection with the issuance by the Authority's Traffic Engineers of a certificate regarding a proposed toll collecting plan and/or schedule of rates, issue a certificate stating the opinion of the GEC as to the amount of "Operating Expenses" or similar term, as defined in the Trust Agreements, during any pertinent fiscal year or period, assuming that the proposed plan for toll collecting facilities or schedule of rates of tolls had been in effect during such pertinent fiscal year or period, all as more specifically described in the Trust Agreements.
- i) Reconstruction, Application of Insurance Proceeds; If any material portion of the System shall be damaged or destroyed, the Authority shall, unless the Authority determines that it would not be beneficial to the System, as expeditiously as possible, cause the reconstruction or replacement thereof to be prosecuted continuously and diligently in accordance with plans and specifications approved by the GEC and the Authority if such plans and specifications are deemed necessary by such GEC and the Authority.
- j) Review and provide appropriate comments regarding the Authority's Annual Operating Budget prepared by the Authority, all as more specifically described in the Trust Agreements.
- k) Review and provide appropriate comments regarding the Authority's Annual Maintenance Budget prepared by the Authority, all as more specifically described in the Trust Agreements.
- l) Provide comments regarding the amounts to be established for the Authority's Annual Capital Budget for the ensuing Fiscal Year. The Annual Capital Budget prepared by the Authority will detail the Authority's planned capital expenditures during the ensuing Fiscal Year and the portion of capital expenditures expected to be funded from the Renewal and Replacement Fund. The Annual Capital Budget for each Fiscal Year shall include the expected beginning balance in the Renewal and Replacement Fund, the amounts to be transferred by the Trustee to the Renewal and Replacement Fund from the Revenue Fund, the amount of proceeds of Obligations expected to become available during the Fiscal Year, and the desired year-end balance in the Renewal and Replacement Fund, and shall be in the amount recommended.
- m) In connection with any notices, reports, or other instruments provided to the GEC by the Authority, the Trustee or others pursuant to the Trust Agreement, review such notices and promptly provide the Authority with review comments.
- n) In connection with the drafting of any offering document or document used in connection with the Authority's continuing disclosure obligation under the Securities and Exchange Commission Rule 15c(2)(12), the GEC will review the sections pertaining to:
  - 1) The description of the GEC;
  - 2) The status of toll projects; and
  - 3) The status of operation and maintenance of toll projects.

Following review of the applicable sections, GEC shall certify as to the correctness of the statements regarding (1) through (3) above.

The GEC will consent to the Authority's inclusion, transmittal or other use of any and all reports submitted to the Authority regarding the construction, operation, or maintenance of toll projects.

- o) To the extent requested, the GEC will attend and participate in meetings with credit rating agencies and prospective purchasers, underwriters or insurers of the Authority's bonds.
- p) Make a visual inspection of the physical condition of all elements of the System following the Substantial Completion of the initial Project funded with the Obligations. Bridge inspections for the National Bridge Inspection Program (NBI), in accordance with applicable Federal law, will be conducted by TxDOT, and it is anticipated that copies of all reports will be provided to CTRMA for their files.
  - 1) Obtain and review existing information pertaining to the conditions of the facilities and prepare a detailed inspection report identifying the conditions encountered.
  - 2) Refine, as appropriate, inspection procedures which shall be subject to review and approval by the Authority.
  - 3) Establish a detailed schedule for inspection of the facilities subject to the review and approval of the Authority.
- q) Based on the inspection of the Authority's System at least once each Fiscal Year and, on or before the 90th day prior to the end of the Fiscal Year, submit to the Authority a report setting forth:
  - 1) its findings as to whether the System has been maintained in good repair, working order and condition;
  - 2) its advice and opinions as to the proper maintenance, repair and operation of the System during the ensuing Fiscal Year;
  - 3) an estimate of the amount of money necessary for such purposes, including its opinions as to the total amounts and classifications of items and amounts that should be provided for in the Annual Operating Budget, the Annual Maintenance Budget and Annual Capital Budget for the next ensuing Fiscal Year; and
  - 4) its advice and opinions as to the amount and types of insurance which should be carried during the ensuing fiscal year with respect to the System in accordance with the provisions of the Trust Agreements.

Copies of such reports shall be provided to the Trustee by the Authority.

## **2) OPERATIONS & MAINTENANCE SUPPORT**

- a) Working at the direction of the Authority's Director of Engineering, assist in the management and continued development of the roadway and facility maintenance for the Authority's System. The basic tasks of the Maintenance Plan include the following:
  - 1) Continue to provide support to the Authority in the oversight, monitoring and administration of the Interlocal Agreements with TxDOT and local agencies;
  - 2) Review and update estimates of the quantities of the Authority's System's basic features and components as development of the System continues; and

- 3) Assist the Authority in the procurement, administration and management of maintenance and operations agreements/contracts as appropriate and as requested by the Authority.
- b) Working at the direction of the Authority's Director of Operations, assist in the management, implementation, and continued development of operations activities and Operations Plan for the Authority's System, including toll collection operations, toll system support, traffic control, traffic enforcement, and incident management. The basic tasks of the Operations Plan consists of the following:
  - 1) Assist the Authority in the procurement, administration and management of contract operations service activities and agreements/contracts, as requested; and
  - 2) Prepare updates to the Operations Plan for the Authority's System as development and implementation of additional projects occur.
- c) Support the Authority in the identification and development of best business practices, Business Rules, Policies, Procedures and programmatic approaches, as requested.

### **3) DRIVEWAY AND UTILITY PERMITS**

- a) Assist the Authority in Utility and Driveway Permits application review and administration activities, including:
  - 1) Review and revise the Permitting Process, including update of application forms, revisions to the process flow charts, and establishment of Permitting Fee Schedules.
  - 2) Communications to applicants, including transmittal of forms and permitting requirements.
  - 3) Provide review of permit applications and documentation, including preparation of requests of additional information and documentation.
  - 4) Prepare opinion for appropriate response to permit application.
  - 5) Follow-up on approved permits, including review of designs, monitoring construction, and documenting conformance with any and all criteria and standards and any specific permit requirements.

### **4) CONTRACT SUPPORT**

The GEC shall provide support for the acquisition by the Authority of (1) professional services as defined in Section 2254.001 of the Texas Government Code, or any successor statute thereto, relative to the acquisition of architecture, professional engineering, and land surveying; (2) real estate appraisal, negotiation and other right-of-way services; (3) planning services; (4) other contractual services in support of the development of future projects; and (5) procurement of goods and other services from vendors. Contract Support basic tasks include, but are not limited to, the following:

- a) Preparation of Scope of Services/Contract Documents and special contract provisions; including initial draft, revisions and finalized versions;
- b) Assistance with Request for Qualifications/Proposal(s)/Scope packages and solicitation of proposals/bids; including advertising;
- c) Preparation of estimated staffing requirements and estimates of costs for proposed services;

- d) Preparation of milestone schedules of overall time relationships authorized for the performance of services and coordination between various entities that are to be involved in a project;
- e) Assistance in proposal/bid review, interviewing, evaluations, recommendation/selection, and negotiations, as requested;
- f) Assistance to the Authority in fee negotiations with selected consultants/vendors, including evaluating fee proposals;
- g) Preparation of contractual documents; obtaining TxDOT and FHWA approvals, as appropriate; and contract administration;
- h) Preparation of purchase order documents and administration;
- i) Preparation of Notice-to-Proceed materials;
- j) Reviewing and determining the validity of consultant/vendor claims for extra work, extension of time for performance of services and other claims;
- k) Preparation, issuance and processing of Requests for Qualifications/Proposal(s) for Supplemental Services/Supplemental Agreements/Change Orders to obtain the Authority's internal approvals;
- l) Reviewing, evaluating and approving consultants'/vendors' request for payment;
- m) Monitoring consultant/vendor performance of services to establish adequacy relative to contract intent; and
- n) Preparation of consultant termination agreements or certificates of completion and obtaining release and waiver of liens and claims.

## **5) TECHNOLOGY AND OPERATIONS OVERSIGHT AND CONSULTING SERVICES**

The GEC will assist the Authority, as specifically requested, with general and administrative oversight, systems monitoring, project management, electronic data management, and general technology assistance. This includes creating and reviewing various documents, scheduling and attending all necessary meetings and technical reviews, providing cost control, project coordination, and providing direct support for reporting. In this regard, the GEC will provide technology consulting services and assistance in three specific areas, including General Technology Assistance, GIS, and ITS/Communications.

**General Technology Assistance** tasks include the following:

- a) Review, comment and resolve technical issues; attend technical reviews; attend coordination meetings; provide software development oversight; provide technical expertise to review products and progress specific to overall systems development, as requested by the Authority.
- b) Provide general technology assistance, as requested by the Authority.
- c) Support the continuing development of EDMS, as requested by the Authority.
- d) Continue to support the development and implementation of the Authority's System's Asset Management Program for the assets located at the 183A Field Operations Building and the Congress office, as requested by the Authority.

**GIS Assistance** tasks include the following:

a) **GIS Application Maintenance and Support**

GEC will work with CTRMA staff to identify and document potential enhancements, and to quantify the development effort required to implement each enhancement. GEC will develop only those enhancements approved by CTRMA within the allocation of development hours provided within this work authorization or any supplemental agreements to this work authorization.

In addition to developing, testing and deploying new functionality, GEC will maintain and support the deployed GIS Intranet-based asset inventory map viewer application. Typical tasks associated with this effort include production environment support, quality assurance associated with releases of enhancements, installment of software patches, application performance tuning and minor application modifications such as changing an asset's symbol or color within the Intranet application.

**ITS/Communications Assistance** tasks include the following:

- a) The GEC will support the Authority in developing and expanding the toll collection facility communication network between various toll segments, the Authority's Administrative Offices, the Field Operations Building(s), the Customer Service Center (CSC) and the Violation Processing Center (VPC) as the Toll Road system is developed.

## **6) PUBLIC INFORMATION AND COMMUNICATIONS SUPPORT**

The GEC will provide public information and communications support as requested by the Authority. The GEC will assist with preparation of informational materials, arrangements for the public meetings, presentations, and outreach related activities, as requested.

### **Public Outreach Activities**

The GEC will assist with stakeholder meetings and formal presentations at these meetings at the request of the Authority. The GEC will meet with stakeholders as directed by the Authority. The stakeholders will include neighborhood associations, business groups, civic organizations, and area public officials. The specific tasks may include, but not limited to:

- a) Preparation of exhibits and audio/visual pieces for community meetings; including handouts, flyers, maps, posters, and PowerPoint. Preparation of videos and 3D animation will be completed under a Supplemental Work Authorization.
- b) Preparations for community meetings; including facility locations, issue identification, research, and coordination with the Authority.
- c) Attendance at and conducting community and neighborhood meetings; including set up, on-site assistance and follow-up.
- d) Preparation of meeting minutes and meeting summaries of stakeholder meetings.

### **Contractor Outreach Activities**

- a) Supporting local contractor outreach activities as requested by the Authority; including developing meeting and bid notices, and assisting with meeting coordination and facilitation.



- b) Conducting outreach activities as requested by the Authority; including phone calls, follow-ups, informational research, and interaction with construction industry organizations and associations.

## 7) GENERAL PROGRAM SUPPORT

The GEC shall provide General Program Support, as specifically requested by the Authority. Tasks included under this heading include, but are not limited to, the following:

- a) Attendance at Authority Meetings
  - 1) GEC's Project Manager or designated alternate will attend all Board of Directors' Meetings, and a monthly status report of GEC activities will be provided. The Project Manager or designated alternate will be available to respond to questions that may be asked by the Board.
  - 2) Attendance at regularly scheduled and special staff meetings, as requested by the Authority.
  - 3) Attendance at regularly scheduled project status review meetings, including preparation of action items, budget status updates, and reporting documentation as may be requested by the Authority.
- b) Project Administration: Provide oversight, administration and support to include, but not limited to, progress reporting; invoicing; percentage complete graphics; DBE utilization summaries; and development of Work Authorizations and Supplemental Agreements including scope of services and fees.
- c) Consult, advise, and render views on general engineering issues which may arise.
- d) Represent the Authority at regional task teams meetings; Authority technical, staff, and legal counsel meetings; meetings with underwriters and rating agencies; agency coordination meetings; Technical Work Group meetings with TxDOT and/or other parties; and Capitol Area Metropolitan Planning Organization (CAMPO) meetings; and other meetings of governmental or quasi-governmental bodies, as specifically requested by the Authority.
- e) Assist the Authority in the development of its Strategic Plan.
- f) Support the Authority in the identification and development of best business practices and programmatic approaches, as requested by the Authority.
- g) Provide Authority personnel with design, drafting, and technology skills for assistance, as requested.
- h) Review and comment, as requested, on Studies, Reports, Construction Documents, Permit Applications, and Environmental Documents for projects which may, as determined by Authority, affect the Authority's System.
- i) Apprise the Authority's staff, consultants and/or Board of Directors of recent or innovative developments, trends or significant issues regarding turnpike design, mobility solutions, financing or operations that may be applicable to the Authority.

## 8) PROJECT ENGINEERING FEASIBILITY SERVICES

### Concept Reports

- a) Concept reports identifying needed improvements and/or repairs will be prepared in a timely manner. These reports are excellent management tools to assist with the programming, budgeting and implementation of required improvement or repair projects. These reports will serve not only to provide upper management with the information required to make appropriate decisions regarding the proposed improvements or developing conditions, but they are a very effective tool to precisely define the necessary scope of the project, thus providing controls for design and construction costs and controlling the overall budgeting process. It is assumed that no more than three (3) projects will be identified. Upon request from the Authority, or upon approval of a Concept Report, the GEC may be directed to proceed with the preparation of the Preliminary Design and/or Final Design of the project.
- b) Preparation of Concept Reports will include but will not be limited to the following tasks:
  - 1) Prepare Concept Reports identifying proposed improvements or deficient conditions, and proposing appropriate improvements, repairs or rehabilitation as requested by the Authority. The reports shall be presented in the following general manner:
    - Description of general problems and existing conditions.
    - Outline of the investigations and studies.
    - Recommendation required to solve the problem including alternatives considered.
    - Analysis of economic and/or other factors of the alternatives considered.
    - Description of the recommended facilities, including basic data and a general layout drawing showing the relationship of the proposed improvements to the existing facilities. Recommendations regarding operating and maintenance procedures.
    - Estimates of capital, operating, and maintenance costs of the recommended facilities. Schedule for the recommended improvements with staged construction or installation. Conclusions and recommendations.
    - Establish additional criteria and standards if necessary for design.
- c) The GEC will meet with the Director of Engineering or the Director of Operations and/or a representative to review the findings and recommendations of the GEC as set forth in the Concept Report. The Final Report will be presented to the Authority's Executive Director.

### DELIVERABLES

Deliverables may include, but not be limited to, the following:

- Miscellaneous Correspondence
- Annual Inspection Report of Conditions
- GEC Annual Report
- Quarterly Reports for Construction Program
- Certification of invoices and progress reports
- Reports, exhibits, presentations, and whitepapers as requested

- Documents associated with the Authority's Board meetings
- Monthly invoices
- Monthly progress reports
- Concept Reports (3 Projects)
- Preliminary and Final drafts of proposals, reports, plans and applications
- Driveway and Utility Permit reviews
- Meeting Minutes and Summaries of Stakeholder Meetings
- Public Involvement Information Materials

[ END OF SECTION]

TASK DESCRIPTION	Grants / Program Manager	Department Manager	Sr. Adviser / Project Director	Project Manager II	Project/Sr. Engineer	Engineer III	Engineer II	Engineer I	Resident Engineer	Sr. Inspector	Inspector II	Inspector I	CLASSIFICATION					TOTAL HOURS BY TASK
													UPD II	Sr. UDLA	UPD I	Public Involvement Mgr	Sr. Public Involvement Rep.	
<b>1.0 TRUST INDENTURE OBLIGATIONS</b>																		
a. Board Certifications	8	8															16	
b. Evaluation of Title Collection Equipment Acquisitions	4	8	8														20	
c. Evaluation of Property Acquisitions	8	8		15													48	
d. Review of Construction Contracts	12			24													60	
e. Review of Construction Submittals	8	13															15	
f. Preparation of Quarterly Reports	8	16															24	
g. Certification of Disposition of Construction Fund	1	7		4					16								9	
h. Certification of Operating Expense for 1041 Rate Schedule	1	4															4	
i. Review of Annual Operating Budget	4	16		8													28	
j. Review of Annual Maintenance Budget	4	16		8													28	
k. Review of Annual Capital Budget/Rebond & Replacement Deposit	1	8		8													16	
l. Review notes & reports	15	16		32													80	
m. Review and Sign-off of Expenses	8	8		12													24	
n. Prepare Drafting / Agency Presentations	4	8		12													24	
o. Perform Detailed Annual Inspection	2	32		8													80	
p. Prepare O&E Annual Report	2	32		112													288	
<b>SUBTOTAL</b>	<b>85</b>	<b>179</b>	<b>8</b>	<b>112</b>	<b>4</b>	<b>72</b>	<b>112</b>	<b>16</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>689</b>	
<b>2.0 OPERATIONS &amp; MAINTENANCE SUPPORT</b>																		
<b>ASSIST IN THE MANAGEMENT OF A MAINTENANCE PLAN</b>																		
a. 1. Review & Update Estimates and Contract Status	12	60		48													288	
a. 2. Contract Administration	16	60		48													360	
a. 3. Assist in the Management of an Operations Plan	6	40		48													158	
b. 1. Assist in Admin & Mgmt	6	40		16													102	
b. 2. Oper. Plan Preparation	6	40		16													102	
c. Oper. Budget Preparation/Support	62	300		32													1218	
<b>SUBTOTAL</b>	<b>8</b>	<b>32</b>	<b>16</b>	<b>16</b>	<b>48</b>	<b>64</b>	<b>112</b>	<b>16</b>	<b>16</b>	<b>120</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>552</b>	
<b>3.0 DRIVEWAY AND UTILITY PERMITS</b>																		
a. 1. Review Permitting Process	8	32		16													72	
a. 2. Application Processing	12	60		48													24	
a. 3. Permit Issuance	4	16		16													144	
a. 4. Prepare Permit Application Comments	4	16		16													144	
a. 5. Permit Monitoring and Administration	15	32		16													184	
<b>SUBTOTAL</b>	<b>15</b>	<b>32</b>	<b>0</b>	<b>76</b>	<b>48</b>	<b>64</b>	<b>112</b>	<b>16</b>	<b>16</b>	<b>120</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>552</b>	
<b>4.0 CONTRACT SUPPORT</b>																		
a. Preparation of Scope of Services / Contract Documents	8	8		16													48	
b. Preparation of Bid Documents	2	8		8													24	
c. Preparation of Starting Requirements and Estimates	2	8		8													24	
d. Preparation of Milestone Schedules	2	8		8													24	
e. Assistance with Proposal/Bid Reviews	2	8		16													48	
f. Assistance with Proposal/Bid Reviews	2	8		16													48	
g. Assistance with Risk Negotiations	2	8		16													48	
h. Preparation of Purchase Order Documents	2	8		8													24	
i. Contract Administration	2	8		8													24	
j. Preparation of Notice-to-Proceed materials	2	8		16													48	
k. Review claims for Extra Work / Time Extensions	2	8		16													48	
l. Preparation of Requests for Qualifications / Proposals	2	8		8													24	
m. Preparation of Request for Proposals / Proposals	2	8		8													24	
n. Monitoring contractor/vendor performance	2	8		8													24	
o. Preparation of Contract Closeout Documentation	2	8		16													48	
<b>SUBTOTAL</b>	<b>40</b>	<b>112</b>	<b>0</b>	<b>184</b>	<b>24</b>	<b>32</b>	<b>0</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>628</b>	
<b>5.0 TECHNOLOGY AND OPERATIONS OVERSIGHT</b>																		
<b>General Technology Assistance</b>																		
a. Provide General Technology Assistance, as requested	8	8		8													24	
b. Support Development / Implementation of EDMS	8	8		8													24	
c. Support Development / Implementation of Asset Mgmt Program	8	8		8													24	
<b>GIS Assistance</b>																		
a. GIS Application Maintenance and Support	4	4		4													12	
b. Support Development of Communication Network	4	4		4													12	
<b>SUBTOTAL</b>	<b>0</b>	<b>32</b>	<b>4</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>112</b>	
<b>6.0 PUBLIC INFORMATION AND COMMUNICATIONS SUPPORT</b>																		
<b>Public Outreach Activities</b>																		
a. Preparation of Exhibits and PI Materials	8	8		8													24	
b. Preparation for Community Meetings	8	8		8													24	
c. Preparation of Meeting Minutes and Summaries	8	8		8													24	
d. Contractor Outreach Activities	8	8		8													24	
e. Assistance and Facilitating Meetings	8	8		8													24	
f. Conducting Outreach Activities	8	8		8													24	
<b>SUBTOTAL</b>	<b>8</b>	<b>16</b>	<b>0</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>96</b>	
<b>7.0 GENERAL PROGRAM SUPPORT</b>																		
a. Attendance at Authority Meetings	48	48		48													192	
b. Project Administration Oversight and Support	48	32		32													160	
c. Render Views on General Engineering Issues	24	24		16													96	
d. Represent the Authority at Meetings, as requested	16	16		16													64	
e. Prepare Drafting / Technology Resources, as requested	16	32		16													64	
f. Prepare Drafting / Technology Resources, as requested	16	32		16													64	
<b>SUBTOTAL</b>	<b>8</b>	<b>16</b>	<b>0</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>96</b>	
<b>TOTAL</b>	<b>144</b>	<b>272</b>	<b>4</b>	<b>224</b>	<b>48</b>	<b>112</b>	<b>112</b>	<b>16</b>	<b>16</b>	<b>240</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1172</b>	

TASK DESCRIPTION	Group Director / Program Manager	Department Manager	Sr. Advisor / Project Director	Project Manager II	Project Sr. Engineer	Engineer III	Engineer II	Engineer I	Resident Engineer	Sr. Inspector	Inspector II	Sr. IDCA	UPD II	Public Involvement Mgr.	Sr. Public Involvement Rep.	Public Involvement Rep.	Sr. ITS Design Engineer	ITS Design Engineer	OS Team Leader	OS Analyst II	OS Analyst I	Project Analyst	Admin. Assistant	TOTAL HOURS BY TASK	
																									CLASSIFICATION
Review of Studies and Reports	16	24	24	24	24	16	16	64	0	0	0	88	64	0	0	0	0	0	0	0	0	0	0	88	
Prepare Concept Reports (3 Projects)	24	24	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	80	
Research Innovations in Design/Innovation/Implementation	24	24	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	80	
<b>6.0 PROJECT ENGINEERING FEASIBILITY SERVICES</b>	<b>205</b>	<b>200</b>	<b>135</b>	<b>184</b>	<b>32</b>	<b>16</b>	<b>16</b>	<b>64</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>88</b>	<b>64</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,254</b>	
a. Prepare Concept Reports (3 Projects)	12	48	48	48	48	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	0	
Identify Alternatives and Recommendations	12	48	48	48	48	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	0	
Alternatives Evaluation	12	48	48	48	48	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	0	
Recommend Alternative	12	48	48	48	48	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	0	
Concept Estimate	12	48	48	48	48	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	0	
b. Project Meetings	12	48	48	48	48	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	0	
<b>SUBTOTAL</b>	<b>480</b>	<b>871</b>	<b>180</b>	<b>1,028</b>	<b>76</b>	<b>576</b>	<b>608</b>	<b>144</b>	<b>56</b>	<b>144</b>	<b>112</b>	<b>188</b>	<b>144</b>	<b>40</b>	<b>40</b>	<b>184</b>	<b>224</b>	<b>190</b>	<b>24</b>	<b>233</b>	<b>24</b>	<b>272</b>	<b>220</b>	<b>6,228</b>	
TOTAL HOURS	480	871	180	1,028	76	576	608	144	56	144	112	188	144	40	40	184	224	190	24	233	24	272	220	6,228	
BASE RATE \$	78.66	141.86	78.45	102.88	32.50	37.40	33.90	31.50	37.24	34.50	32.90	31.35	26.50	42.30	33.40	23.65	55.75	45.00	48.80	26.15	27.40	37.00	21.26		
OVERHEAD \$	151,704	38,151	105,034	26,686	85,122	26,686	85,122	26,686	85,122	26,686	85,122	26,686	85,122	26,686	85,122	26,686	85,122	26,686	85,122	26,686	85,122	26,686	85,122		
Profit	12,004	11,878	20,613	5,313	16,550	5,313	16,550	5,313	16,550	5,313	16,550	5,313	16,550	5,313	16,550	5,313	16,550	5,313	16,550	5,313	16,550	5,313	16,550		
TOTAL \$	128,852	185,157	48,897	154,463	48,897	154,463	48,897	154,463	48,897	154,463	48,897	154,463	48,897	154,463	48,897	154,463	48,897	154,463	48,897	154,463	48,897	154,463	48,897	154,463	

ITEM	TOTAL HOURS	HNTB RAW LABOR	TOTAL LOADED FEE
MISCELLANEOUS EXPENSES			
MISCELLANEOUS SUBCONSULTANTS			
<b>SUBTOTAL \$</b>			
<b>EXPENSES</b>			
<b>SUBTOTALS BY TASK</b>			
1.0 TRUST INDENTURE OBLIGATIONS	668	37,624	104,401
2.0 OPERATIONS & MAINTENANCE SUPPORT	1,218	63,952	180,313
3.0 DRIVEWAY AND UTILITY PERMITS	552	23,297	65,673
4.0 CONTRACT SUPPORT	628	30,298	85,362
5.0 OPERATIONS & MAINTENANCE OBLIGATIONS	284	10,102	28,418
6.0 PUBLIC INFORMATION AND COMMUNICATIONS SUPPORT	1,254	73,853	208,243
7.0 GENERAL PROGRAM SUPPORT	852	38,332	105,202
8.0 PROJECT ENGINEERING FEASIBILITY SERVICES	6,228	309,230	850,000
<b>EXPENSES</b>			
<b>JOB TOTALS</b>			
			1,827,880

## Bid Tab Contract No. 10183A24601M

On-Call Maintenance Repairs: Graffiti Removal and Painting

Item No. Spec.	Description and Unit Pricing in Writing	Unit of Measurement	Approximate Quantity	Engineer's Estimate		Off the Wall Graffiti Contractor 2	
				Unit Price	Extension	Unit Price	Extension
1	Graffiti Removal	Sq.Ft.	5,000	\$3.00	\$ 15,000.00	\$4.50	\$ 22,500.00
2	Structural Painting	Sq.Ft.	5,000	\$3.00	\$ 15,000.00	\$4.00	\$ 20,000.00
3	Mobilization	L.S.	1	\$3,000.00	\$ 3,000.00	\$2,000.00	\$ 2,000.00
Total Bid					\$ 33,000.00		\$ 44,500.00

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

**RESOLUTION NO. 10-57**

**Procurement of Graffiti Removal  
and Painting Services for 183-A Turnpike Project**

WHEREAS, the Central Texas Regional Mobility Authority (“CTRMA”) was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.1, *et. seq.* (the “RMA Rules”); and

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

WHEREAS, the CTRMA identified the 183-A Turnpike Project (the “Project”) as its initial project in a petition filed under the RMA rules and has subsequently undertaken to cause the Project to be constructed and completed; and

WHEREAS, the Board of Directors determined that it was necessary to retain one or more outside firms to provide graffiti removal and painting services for the Project; and

WHEREAS, in Resolution No. 10-16, dated March 31, 2010, the CTRMA Board of Directors authorized the issuance of a request for proposals (“RFP”) for graffiti removal and painting services for the Project; and

WHEREAS, a RFP was issued and 1 (one) bid proposal was received from Graffiti Removal, Inc. d/b/a/ Off the Wall Graffiti (“Off the Wall”) in the amount of \$44,500.00; and

WHEREAS, the bid proposal was reviewed and evaluated in accordance with the CTRMA’s procurement policies, and

WHEREAS, the CTRMA Executive Director, based on the recommendation of the CTRMA’s General Engineering Consultant, recommends that a contract with Off The Wall be awarded for graffiti removal and painting services for the Project.

NOW THEREFORE, BE IT RESOLVED, that the CTRMA Board of Directors hereby adopts the recommendation of the Executive Director that a contract with Off The Wall be awarded for graffiti removal and painting services for the Project; and

BE IT FURTHER RESOLVED, that the Board of Directors authorizes the Executive Director to finalize and execute the contract on the terms and conditions acceptable to the Executive

Director and consistent with the RFP, the CTRMA procurement policies, and the bid proposal package received from Off the Wall.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of June, 2010.

Submitted and reviewed by:

Approved:



Andrew Martin  
General Counsel for the Central  
Texas Regional Mobility Authority



Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 10-57  
Date Passed: 06/30/10





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

**RESOLUTION NO. 10-58**

**HNTB Supplement No. 1 to Work Authorization No. 1 for Testing and Inspection Services**

WHEREAS, the Central Texas Regional Mobility Authority (“CTRMA”) was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.1, *et seq.* (the “RMA Rules”); and

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

WHEREAS, the CTRMA utilizes HNTB as a General Engineering Consultant (“GEC”) pursuant to an Agreement for General Consulting Engineering Services dated September 15, 2003 (the “GEC Agreement”); and

WHEREAS, the GEC provides various services to the CTRMA, including construction and inspection services related to the construction on the 183A Phase II Project (“Construction and Inspection Services”); and

WHEREAS, in Resolution No. 09-73, dated December 17, 2009, the CTRMA Board of Directors approved Work Authorization No. 1 for Construction and Inspection Services; and

WHEREAS, the CTRMA entered into an Interlocal Agreement with the Texas Department of Transportation (“TxDOT”) dated March 25, 2005, for the provision of testing and inspection services (“Testing and Inspection Services”) in connection with the US-183A project; and

WHEREAS, subsequent to the execution of Work Authorization No. 1 for Construction and Inspection Services, TxDOT advised the CTRMA that it would not provide inspection and testing services for the 183A Phase II Project; and

WHEREAS, the CTRMA, in coordination with its engineering advisors, has determined that it would be beneficial to have HNTB perform the Testing and Inspection Services; and

WHEREAS, Supplement No. 1 to Work Authorization No. 1 to the GEC Agreement, (“Supplement No. 1”) describing the Testing and Inspection Services to be provided to the CTRMA is attached hereto as Attachment “A”; and

WHEREAS, Supplement No. 1 establishes \$890,927.00 as the maximum amount to be paid as compensation for the GEC Testing and Inspection Services; and


WHEREAS, it is necessary that the Board of Directors approve Supplement No. 1 and its execution by the Executive Director.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby approves Supplement No. 1 and the related GEC Testing and Inspection Services and compensation therefore as described in Attachment "A"; and


BE IT FURTHER RESOLVED, that Supplement No. 1, in the form or substantially the same form as Attachment "A", may be finalized and executed by the Executive Director on behalf of the CTRMA.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of June 2010.

Submitted and reviewed by:

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

Approved:

  
\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 10-58  
Date Passed 06/30/10

**ATTACHMENT "A"**  
**TO**  
**RESOLUTION NO. 10-58**  
**Supplement No. 1 to HNTB Work Authorization No. 1**

## APPENDIX D

### WORK AUTHORIZATION SUPPLEMENT

#### WORK AUTHORIZATION NO. 1.0

#### SUPPLEMENT NO. 1

This Supplement No. 1 to Work Authorization No. 1.0 dated December 23, 2009, is made as of this \_\_\_\_ day of \_\_\_\_\_, 2010, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of December 23, 2009 (the "Agreement"), between the Central Texas Regional Mobility Authority ("Authority") and **HNTB Corporation** ("GEC"). This Supplement is made for the following purpose, consistent with the services defined in the Agreement:

#### *183A Phase II Off-Site Materials Quality Assurance Testing and Inspection*

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

#### **Section A. - Scope of Services**

A.1. GEC shall perform the following Additional Services:

See Attachment A: Scope of Work

A.2. The following Services are not included in this Supplement Agreement, but shall be provided as Additional Services if authorized or confirmed in writing by the Authority.

*N/A*

A.3. In conjunction with the performance of the foregoing Services, GEC shall provide the following submittals/deliverables (Documents) to the Authority:

Test Reports and Inspection Logs

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

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

Services shall be provided as requested by Authority, from the effective date of this Supplement through the estimated end date of August 23, 2012.

**Section C. - Compensation**

C.1. In return for the performance of the foregoing obligations, the Authority authorizes to the GEC an additional \$890,927.00, based on the Attachment C – Fee Estimate. This will increase the not to exceed amount for Work Authorization No. 1.0 from \$9,594,539.00 to \$10,485,466.00. Compensation shall be in accordance with the Agreement.

The parties agree that GEC shall discontinue Services upon August 23, 2012 or upon reaching the new not to exceed amount (\$10,485,466) specified herein, whichever occurs first. If the new not to exceed amount is reached before August 23, 2012, a second supplement to Work Authorization No. 1.0 will be required in order for services to continue.

**Section D. - Authority’s Responsibilities**

The Authority shall perform and/or provide the following in a timely manner so as not to delay the Services of the GEC. Unless otherwise provided in this Supplemental Agreement, the Authority shall bear all costs incident to compliance with the following:

N/A

**Section E. - Other Provisions**

The parties agree to the following provisions with respect to this specific Supplemental Agreement:

N/A

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

**Authority:**

**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**GEC:**

**HNTB Corporation**

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

Name: Richard L. Ridings, P.E.

Title: Vice President

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

Attachment A: Scope of Work

Attachment C: Fee Estimate

**CENTRAL TEXAS RMA**  
**ATTACHMENT A – SCOPE OF WORK**  
**SUPPLEMENT NO. 1**  
**WORK AUTHORIZATION NO. 1**

**SERVICES TO BE PROVIDED BY THE GENERAL ENGINEERING CONSULTANT**  
**(GEC)**

**5.0 Off-Site Materials Quality Assurance Testing and Inspection**

Provide off-site quality assurance testing in general conformance with TxDOT standard procedures for off-site materials testing and inspection which include TxDOT Department Materials Specifications (DMS) 7000 Series. Items to be inspected include:

- A. Prestressed Concrete Bridge Beams
- B. Prestressed Concrete Deck Panels
- C. Concrete MSE Wall Panels
- D. Reinforced Concrete Pipe
- E. Reinforced Concrete Box Culverts
- F. Miscellaneous Precast Concrete Items
- G. Anchor Bolts
- H. Signal and Illumination Poles
- I. Sign Supports
- J. Elastomeric Bearing Pads
- K. Steel Bridge Connections
- L. Metal Beam Guard Fence
- M. Armor / Expansion Joints

**6.0 Pedestrian Bridge Materials Testing and Inspection**

- A. Check for Tightness of Bolted Connections
- B. Non-Destructive Weld Testing

**7.0 Off-Site Materials Testing Documentation and Reporting**

- A. Review of Manufacturer/Supplier Quality Control Test Reports
- B. Document and Store Material Test Procedures and Results



TASK DESCRIPTION	CLASSIFICATION										TOTAL HOURS
	Group Director / Program Manager	Sr. Advisor / Project Director	Resident Engineer	Sr. Field Rep	Sr. Inspector	Inspector II	Field Tech Spec III	Admin. Assistant			
<b>5.0 OFF SITE MATERIALS QUALITY ASSURANCE TESTING &amp; INSPECTION</b>											
Manager Oversight	4	24									28
A. Prestressed Concrete Bridge Beams			60	1571				50			1681
B. Prestressed Concrete Deck Panels			40		1664			40			1744
C. Concrete MSE Wall Panels			40	1000				34			1074
D. Reinforced Concrete Pipe			20					40	1167		1227
E. Reinforced Concrete Box Culverts			20			300		16			336
F. Miscellaneous Precast Concrete Items			6		40			8	40		94
G. Anchor Bolts				10				14			24
H. Signal and Illumination Poles				6				2			8
I. Sign Supports				4				4			8
J. Elastomeric Bearing Pads				80				2			82
K. Steel Bridge Connections			4	4				8			16
L. Metal Beam Guard Fence				4				2			6
M. Armor / Expansion Joints			2					2			2
<b>SUBTOTAL</b>	<b>4</b>	<b>24</b>	<b>192</b>	<b>2679</b>	<b>1704</b>	<b>300</b>	<b>1207</b>	<b>220</b>	<b>220</b>	<b>6330</b>	
<b>6.0 ON SITE MATERIALS TESTING &amp; INSPECTION</b>											
A. Check for Tightness of Bolted Connections			1			10		4			15
B. Non-Destructive Weld Testing			1			10		4			15
<b>SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>8</b>	<b>8</b>	<b>30</b>	
<b>7.0 OFF SITE MATERIALS TESTING DOCUMENTATION AND REPORTING</b>											
A. Review of Manufacturer/Supplier Quality Control Test Reports			3	4				24			31
B. Document and Store Material Test Procedures and Results			3	4				24			31
<b>SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>48</b>	<b>0</b>	<b>62</b>	
<b>TOTAL HOURS</b>	<b>4</b>	<b>24</b>	<b>200</b>	<b>2,687</b>	<b>1,704</b>	<b>320</b>	<b>1,207</b>	<b>276</b>	<b>276</b>	<b>6,422</b>	
<b>BASE RATE</b>	<b>\$ 84.75</b>	<b>\$ 90.75</b>	<b>\$ 51.24</b>	<b>\$ 43.25</b>	<b>\$ 35.50</b>	<b>\$ 32.00</b>	<b>\$ 38.70</b>	<b>\$ 21.26</b>	<b>\$ 21.26</b>		
<b>TOTAL LABOR</b>	<b>\$ 339</b>	<b>\$ 2,178</b>	<b>\$ 10,248</b>	<b>\$ 116,213</b>	<b>\$ 60,492</b>	<b>\$ 10,240</b>	<b>\$ 46,711</b>	<b>\$ 5,868</b>	<b>\$ 5,868</b>	<b>\$ 252,288</b>	
Overhead Rate - Design Office										\$ 358,274	
Overhead Rate - Field Office										\$ 6,237	
Profit										\$ 14,109	
<b>TOTAL</b>	<b>\$ 102</b>	<b>\$ 658</b>	<b>\$ 2,537</b>	<b>\$ 35,101</b>	<b>\$ 18,271</b>	<b>\$ 3,093</b>	<b>\$ 14,109</b>	<b>\$ 1,453</b>	<b>\$ 1,453</b>	<b>\$ 75,323</b>	
	<b>\$ 956</b>	<b>\$ 6,140</b>	<b>\$ 23,679</b>	<b>\$ 327,608</b>	<b>\$ 170,529</b>	<b>\$ 28,867</b>	<b>\$ 131,680</b>	<b>\$ 13,558</b>	<b>\$ 13,558</b>	<b>\$ 703,017</b>	

EXPENSES	ITEM
MISCELLANEOUS EXPENSES	\$ 51,240
MISCELLANEOUS SUBCONSULTANTS (DBE)	\$ 136,670
	<b>\$ 187,910</b>

SUBTOTALS BY TASK	TOTAL HOURS	HNTB RAW LABOR	TOTAL LOADED FEE
5.0 OFF SITE MATERIALS QUALITY ASSURANCE TESTING & INSPECTION	6,330	\$ 249,702	\$ 696,539
6.0 ON SITE MATERIALS TESTING & INSPECTION	30	\$ 913	\$ 2,434
7.0 OFF SITE MATERIALS TESTING DOCUMENTATION AND REPORTING EXPENSES	62	\$ 1,674	\$ 4,044
<b>JOB TOTALS</b>	<b>6,422</b>	<b>\$ 252,288</b>	<b>\$ 890,927</b>

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

**RESOLUTION NO. 10-59**

**PBS&J GEC Work Authorization No. 5 for  
GEC Support Services Related to CTRMA Operations**

WHEREAS, the Central Texas Regional Mobility Authority (“CTRMA”) was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.1, *et. seq.* (the “RMA Rules”); and

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

WHEREAS, in Resolution No. 09-53, dated August 26, 2009, following the issuance of a Request for Qualifications and evaluation of responses thereto in accordance with the CTRMA’s procurement policies, the Board of Directors directed staff to enter into negotiations and finalize a General Engineering Consultant Services Agreement (the “GEC Agreement”) with Post, Buckley, Schuh & Jernigan, Inc. (d/b/a PBS&J) (“PBS&J”); and

WHEREAS, effective December 31, 2009, the CTRMA executed the GEC Agreement with PBS&J; and

WHEREAS, PBS&J was previously authorized to provide general support services for CTRMA operations pursuant to the predecessor to the current GEC Agreement; and

WHEREAS, attached hereto and incorporated herein as Attachment “A” is Work Authorization No. 5 to the GEC Agreement (“Work Authorization No. 5”) which sets forth a scope of services for the continuation of GEC support services related to CTRMA operations through June 30, 2011; and

WHEREAS, it is necessary that the Board of Directors approve Work Authorization No. 5 and its execution by the Executive Director.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby approves Work Authorization No. 5 in the form or substantially the same form as is attached hereto as Attachment “A”, provided that any work commenced under Work Authorization No. 5 be subject to the GEC Agreement between the CTRMA and PBS&J; and

BE IT FURTHER RESOLVED, that Work Authorization No. 5 may be finalized and executed by the Executive Director on behalf of the CTRMA and that Work Authorization No. 5 may be amended from time to time by written amendment as deemed necessary by the Board of Directors.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of June, 2010.

Submitted and reviewed by:



Andrew Martin  
General Counsel for the Central  
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 10-59  
Date Passed 06/30/10

**ATTACHMENT "A"**  
**TO**  
**RESOLUTION 10-59**  
**PBS&J GEC Work Authorization No. 5**

**EXHIBIT D**  
**WORK AUTHORIZATION**

**Work Authorization No. 5**

This Work Authorization is made as of this 30<sup>th</sup> day of June, 2010, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of January 4<sup>th</sup>, 2010 (the Agreement), between the **Central Texas Regional Mobility Authority** (Authority) and **Post, Buckley, Schuh & Jernigan, Inc. (d/b/a PBS&J)** (GEC). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

*General Engineering Consultant Operations [FY 2011]*

**Section A. - Scope of Services**

A.1. GEC shall perform the following Services:

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

A.2. The following Services are not included in this Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the Authority.

Not applicable.

A.3. In conjunction with the performance of the foregoing Services, GEC shall provide the following submittals/deliverables (Documents) to the Authority:

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

**Section B. - Schedule**

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

Services defined herein are expected to be substantially complete by June 30, 2011. This Work Authorization will not expire until all tasks associated with the Scope of Services are complete.

**Section C. - Compensation**

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed \$549,921.00, based on Attachment B -Fee Estimate. Compensation for Direct Expenses under this Work Authorization which are incurred as part of normal business operations (i.e., internal document reproduction, internal plotting, travel and parking associated with local meetings, etc.) will be reimbursed on a Lump-Sum basis in the amount of \$6,480.00 (with \$540.00 to be invoiced monthly based on an assumed twelve month Work Authorization duration). Compensation shall be in accordance with the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by the Authority to the GEC according to the terms of a future Work Authorization.

**Section D. - Authority's Responsibilities**

The Authority shall perform and/or provide the following in a timely manner so as not to delay the Services of the GEC. Unless otherwise provided in this Work Authorization, the Authority shall bear all costs incident to compliance with the following:

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

**Section E. - Other Provisions**

The parties agree to the following provisions with respect to this specific Work Authorization:

Not applicable.

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

Authority: Central Texas Regional Mobility Authority

GEC: Post, Buckley, Schuh & Jernigan, Inc. (d/b/a PBS&J)

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

By: W. John Pollard

Signature: \_\_\_\_\_

Signature: W. John Pollard

Title: \_\_\_\_\_

Title: Vice President

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

Date: 06-21-10

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**  
**WORK AUTHORIZATION NO. 5**  
**PBS&J**  
**ATTACHMENT A**  
**SERVICES TO BE PROVIDED BY GEC**

**GENERAL**

This scope of services includes professional services and associated deliverables required by the Authority through June 30, 2011.

The services to be performed by the GEC will include, but not be limited to, those services required to assist the Central Texas Regional Mobility Authority (the Authority) in financial planning support, facility / toll operations support, contract management support, technology support, general program support, and any additional activities as requested.

The tasks in this scope of services will not be performed or the funds utilized until directed by the Authority.

**1.0 FINANCIAL PLANNING SUPPORT**

**1.1 Operations, Maintenance, and Renewal & Replacement Estimate Updates**

1.1.1 Develop and/or maintain operations estimates using either a Sketch Level approach (i.e., an assumed per transaction cost based on average operations costs of similar toll systems) or a Level 1 approach (i.e., estimate actual quantities for the various elements of the toll operations and applying anticipated unit prices to same to develop an opening year cost which can be escalated over time).

1.1.2 Develop and/or maintain annual/routine maintenance estimates using either a Sketch Level approach (i.e., an estimated per centerline mile cost based on the facility type which considers the number of lanes, pavement material, and location) or a Level 1 approach (i.e., estimate actual quantities for the various elements of the maintenance efforts and applying anticipated unit prices to same to develop an opening year cost which can be escalated over time).

1.1.3 Develop and/or maintain renewal & replacement budget estimates (also known as periodic/non-routine maintenance estimates) using either a Sketch Level approach (i.e., an estimated per mile cost based on renewal & replacement budgets utilized on similar facilities) or a Level 1 approach (i.e., includes the identification of a long-term, periodic maintenance schedule, estimation of quantities for the associated elements, and inflated prices of same to assess the overall cost requirements of the system in the target years).

**1.2 Project Cost Estimate Updates**

As directed by CTRMA, the GEC will provide total project cost estimate updates for the corridors. The GEC will prepare an estimate of probable construction costs which will include quantity/cost estimates for major components of work such as; roadway paving, roadway earthwork, roadway drainage, bridge structures, retaining walls, other structures, signing and marking, lighting, signalization and toll collection systems. The estimate of probable construction costs will be used to estimate total project costs that will also include preliminary engineering, final engineering, right-of-way (ROW) acquisition, environmental compliance/mitigation, construction, utility relocation and construction engineering and inspection (CEI).

**1.3 Toll Feasibility Analysis Updates**

The GEC will assist CTRMA in updating toll feasibility analyses which includes the

incorporation of traffic and revenue forecast updates (by others); operations, maintenance, and renewal & replacement estimates; and total project cost estimates to determine the financial feasibility of the corridors.

#### 1.4 Financial Advisor Support/Financial Plan Development

The GEC will provide financial advisor support necessary for the CTRMA to conduct financial programming of their system. This will include the development of cash flow analyses which contemplate implementation costs and schedules. The GEC will also assist in the identification of priorities to support the determination of alternate program deliver scenarios. The tasks will include:

- 1.4.1 Develop project costs based upon alternative project approaches. Assess third party related costs for utility adjustments/relocations.
- 1.4.2 Assess funding sources such as state funds, federal formula funds, federal discretionary funds, and tolls.
- 1.4.3 Assess financing techniques such as State Infrastructure Banks, the Transportation Infrastructure Finance and Innovation Act (TIFIA), Advanced Construction, Toll Revenue Bonds, State Cash Flow Bonds, other state bonds.
- 1.4.4 Develop and recommend revenue shortfall mitigation strategies to minimize impacts on scheduled project delivery and prepare a summary of significant cost increases or reductions that will affect the cost of the project.
- 1.4.5 Develop a Funding Contingency Plan should funding for the project as a whole not be provided and determine the impact of various design approaches on estimated project costs and project design life. The GEC will:
  - 1.4.5.1 Develop a list of “reasonable” design options for consideration such as lane reductions, interchange and ramp reductions, frontage road elimination and pavement structure modifications
  - 1.4.5.2 Meet with CTRMA to get concurrence regarding design options prior to additional analysis.
  - 1.4.5.3 Analyze and document the financial implications of the various design options considered and include such things as project cost, schedule impact, local economic impact, length of useful life, and impact on financing options.

## 2.0 FACILITY / TOLL OPERATIONS SUPPORT

- 2.1 Working at the direction of the Authority's Director of Operations, assist in the implementation, development, and management of operations activities of an Operations Plan for the Authority's System, including toll collection operations, toll system support, traffic control, traffic enforcement, and incident management. The basic tasks of the Facility / Toll Operations Support consists of the following:
  - 2.1.1 Assist the Authority in the procurement, administration and management of contract operations service activities and agreements/contracts, as requested; and
  - 2.1.2 Prepare updates to the Operations Plan for the Authority's System as development and implementation of additional projects occur.
- 2.2 Support the Authority in the identification and development of best business practices, Business Rules, Policies, Procedures and programmatic approaches, as requested.



### **3.0 CONTRACT MANAGEMENT SUPPORT**

The GEC shall provide support for the acquisition by the Authority of (1) professional services as defined in Section 2254.001 of the Texas Government Code, or any successor statute thereto, relative to the acquisition of architecture, professional engineering, and land surveying; (2) real estate appraisal, negotiation and other right-of-way services; (3) planning services; (4) other contractual services in support of the development of future projects; and (5) procurement of goods and other services from vendors. Contract Management Support basic tasks include, but are not limited to, the following:

- 3.1 Preparation of Scope of Services/Contract Documents and special contract provisions, including initial draft, revisions and finalized versions;
- 3.2 Assistance with Request for Qualifications/Proposal(s)/Scope packages and solicitation of proposals/bids, including advertising;
- 3.3 Preparation of estimated staffing requirements and estimates of costs for proposed services;
- 3.4 Preparation of milestone schedules of overall time relationships authorized for the performance of services and coordination between various entities that are to be involved in a project;
- 3.5 Assistance in proposal/bid review, interviewing, evaluations, recommendation/selection, and negotiations, as requested;
- 3.6 Assistance to the Authority in fee negotiations with selected consultants/vendors, including evaluating fee proposals;
- 3.7 Preparation of contractual documents; obtaining TxDOT and FHWA approvals, as appropriate, including contract administration;
- 3.8 Preparation of purchase order documents and administration;
- 3.9 Preparation of Notice-to-Proceed materials;
- 3.10 Reviewing and determining the validity of consultant/vendor claims for extra work, extension of time for performance of services and other claims;
- 3.11 Preparation, issuance and processing of Requests for Qualifications/Proposal(s) for Supplemental Services/Supplemental Agreements/Change Orders to obtain the Authority's internal approvals;
- 3.12 Reviewing, evaluating and approving consultants'/vendors' request for payment;
- 3.13 Monitoring consultant/vendor performance of services to establish adequacy relative to contract intent; and
- 3.14 Preparation of consultant termination agreements or certificates of completion and obtaining release and waiver of liens and claims.

### **4.0 TECHNOLOGY SUPPORT**

The GEC will assist the Authority, as specifically requested, with general technology support and assistance. Technology Support basic tasks include, but are not limited to, the following:

- 4.1 Support the development and implementation of the Authority's Electronic Document Management System (EDMS), as requested by the Authority.
- 4.2 Support the development and implementation of the Authority's Web-based Program Summary Reporting Tool (or "Dashboard).

4.3 Support other Authority technology initiatives, as requested.

## **5.0 GENERAL PROGRAM SUPPORT**

The GEC shall provide General Program Support, as specifically requested by the Authority. Tasks included under this heading include, but are not limited to, the following:

### **5.1 Attendance at Authority Meetings**

5.1.1 GEC's Project Manager or designated alternate will attend all Board of Directors' Meetings, and a monthly status report of GEC activities will be provided. The Project Manager or designated alternate will be available to respond to questions that may be asked by the Board.

5.1.2 Attendance at regularly scheduled and special staff meetings, as requested by the Authority.

5.1.3 Attendance at regularly scheduled project status review meetings, including preparation of action items, budget status updates, and reporting documentation as may be requested by the Authority.

5.2 Represent the Authority at regional task teams meetings; Authority technical, staff, and legal counsel meetings; meetings with underwriters and rating agencies; agency coordination meetings; Technical Work Group meetings with TxDOT and/or other parties; and Capitol Area Metropolitan Planning Organization (CAMPO) meetings; and other meetings of governmental or quasi-governmental bodies, as specifically requested by the Authority.

5.3 Provide Authority personnel with design, drafting, and technology skills for assistance, as requested.

5.4 Review and comment, as requested, on Studies, Reports, Construction Documents, Permit Applications, and Environmental Documents for projects which may, as determined by Authority, affect the Authority's System.

**Attachment B - Fee Estimate  
Summary**

CTRMA General Engineering Consultant  
 PBS&J - Man-hour Breakdown & Fee Estimate  
 General Engineering Consultant Operations [FY 2011]

---

**PBS&J WORK AUTHORIZATION #5**

**GENERAL ENGINEERING CONSULTANT OPERATIONS [FY 2011]**

<u>TASK</u>	<u>SUBTOTAL</u>	<u>SUBTOTAL</u>	<u>TOTAL</u>
	Labor +		
	Overhead +	Direct	
	Profit	Expenses	
1.0 - Financial Planning Support	\$ 213,864	\$ 600	\$ 214,464
2.0 - Facility / Toll Operations Support	\$ 104,647	\$ 600	\$ 105,247
3.0 - Contract Management Support	\$ 71,689	\$ 880	\$ 72,569
4.0 - Technology Support	\$ 111,864	\$ 700	\$ 112,564
5.0 - General Program Support	\$ 41,378	\$ 3,700	\$ 45,078
	<b>TOTALS</b>	<b>\$ 6,480</b>	<b>\$ 549,921</b>

**Attachment B - Fee Estimate**

CTRMA General Engineering Consultant  
 PBS&J - Man-hour Breakdown & Fee Estimate  
 General Engineering Consultant Operations [FY 2011]

**PBS&J WORK AUTHORIZATION #5  
 GENERAL ENGINEERING CONSULTANT OPERATIONS [FY 2011]**

TASK / WORK DESCRIPTION	(Estimated Average Labor Rates)						TOTAL HRS
	A	B	C	D	E	F	
1.0 - Financial Planning Support							
1.1 Operations, Maintenance, and Renewal & Replacement Estimate Updates							0
1.1.1 Operations Estimates	16	40		80	160		296
1.1.1.1 Maintenance [annual / routine] Estimates	16	40		80	160		296
1.1.1.2 Renewal & Replacement Budget Estimates	16	40		40	80		176
1.2 Project Cost Estimate Updates	16	40		80	160		296
1.3 Toll Feasibility Analysis Updates	16	40		80	160		296
1.4 Financial Advisor Support / Financial Plan Development							0
1.4.1 Alternate Project Approach Cost Estimates	16	80		40	80		216
1.4.2 Assessment of Funding Sources	16	24					40
1.4.3 Assessment of Financing Techniques	16						16
1.4.4 Recommend Revenue Shortfall Mitigation Strategies	16						16
1.4.5 Develop Funding Contingency Plan	40						40

TOTAL DIRECT LABOR	184	304	0	400	800	0	1688
	<i>10.90%</i>	<i>18.01%</i>	<i>0.00%</i>	<i>23.70%</i>	<i>47.39%</i>	<i>0.00%</i>	
Labor Costs	\$ 12,880	\$ 18,240	\$ -	\$ 16,000	\$ 24,000	\$ -	\$ 71,120
Overhead Costs	\$ 1,6849	\$ 21,702	\$ -	\$ 26,958	\$ 40,438	\$ -	\$ 119,830
Profit	\$ 4,150	\$ 5,877	\$ -	\$ 5,155	\$ 7,733	\$ -	\$ 22,914
<b>Total Loaded Labor</b>	<b>\$ 38,731</b>	<b>\$ 54,849</b>	<b>\$ -</b>	<b>\$ 48,113</b>	<b>\$ 72,170</b>	<b>\$ -</b>	<b>\$213,864</b>

Direct Expenses	
Plotting and Reproduction	\$ 400
Mail and Deliveries	\$ -
Misc Expenses	\$ -
Travel and Field Expenses	\$ 200
<b>Total Direct Expenses</b>	<b>\$ 600</b>

**Total \$ 214,464**

**Attachment B - Fee Estimate**

CTRMA General Engineering Consultant  
 PBS&J - Man-hour Breakdown & Fee Estimate  
 General Engineering Consultant Operations [FY 2011]

**PBS&J WORK AUTHORIZATION #5  
 GENERAL ENGINEERING CONSULTANT OPERATIONS [FY 2011]**

TASK / WORK DESCRIPTION	(Estimated Average Labor Rates)						TOTAL HRS
	A	B	C	D	E	F	
2.0 - Facility / Toll Operations Support							
2.1 Operations Plan Support	80	80	24				0
2.1.1 Procurement & Contract Management Support	80	80	24				184
2.1.2 Plan Update Support	80	80	24				184
2.2 Best Business Practices / Policies Support	80	80	24				184
							0

TOTAL DIRECT LABOR	240	240	72	0	0	0	552
% Total by Classification	43.48%	43.48%	13.04%	0.00%	0.00%	0.00%	0.00%
Labor Costs	\$ 16,800	\$ 14,400	\$ 3,600	\$ -	\$ -	\$ -	\$ 34,800
Overhead Costs	\$ 1,684	\$ 28,306	\$ 6,066	\$ -	\$ -	\$ -	\$ 58,635
Profit	\$ 5,413	\$ 4,640	\$ 1,160	\$ -	\$ -	\$ -	\$ 11,212
<b>Total Loaded Labor</b>	<b>\$ 50,519</b>	<b>\$ 43,302</b>	<b>\$ 10,826</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$104,647</b>

Direct Expenses	
Plotting and Reproduction	\$ 200
Mail and Deliveries	\$ -
Misc Expenses	\$ -
Travel and Field Expenses	\$ 400
<b>Total Direct Expenses</b>	<b>\$ 600</b>

**Total \$ 105,247**

**Attachment B - Fee Estimate**

CTRMA General Engineering Consultant  
 PBS&J - Man-hour Breakdown & Fee Estimate  
 General Engineering Consultant Operations [FY 2011]

**PBS&J WORK AUTHORIZATION #5  
 GENERAL ENGINEERING CONSULTANT OPERATIONS [FY 2011]**

TASK / WORK DESCRIPTION	(Estimated Average Labor Rates)						TOTAL HRS
	A	B	C	D	E	F	
	70.00 \$	60.00 \$	50.00 \$	40.00 \$	30.00 \$	20.00 \$	
<b>3.0 - Contract Management Support</b>							
<b>TASK / WORK DESCRIPTION</b>							
3.1 Preparation of Scope of Services / Contract Documents		40	40				80
3.2 Assistance with Requests for Qualifications / Proposals		16	40				56
3.3 Preparation of Staffing Requirements and Estimates			16				16
3.4 Preparation of Milestone Schedules			16				16
3.5 Assistance with Proposal / Bid Reviews		40	40				80
3.6 Assistance with Fee Negotiations		40	40				80
3.7 Preparation of Contract Documents / Contract Administration			16				16
3.8 Preparation of Purchase Order Documents			16				16
3.9 Preparation of Notice to Proceed Materials			8				8
3.10 Review Claims for Extra Work / Time Extensions		16					16
3.11 Preparation of Scope / Contract Documents for Supplemental Services			16				16
3.12 Review Consultants' / Vendors' Requests for Payment		16					16
3.13 Monitoring Consultant / Vendor Performance		16					16
3.14 Preparation of Contract Closeout Documentation			8				8
<b>TOTAL DIRECT LABOR</b>	<b>0</b>	<b>184</b>	<b>256</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>440</b>
	<i>0.00%</i>	<i>41.82%</i>	<i>58.18%</i>	<i>0.00%</i>	<i>0.00%</i>	<i>0.00%</i>	<i>0.00%</i>
<b>% Total by Classification</b>							
Labor Costs	\$ -	\$ 11,040	\$ 12,800	\$ -	\$ -	\$ -	\$ 23,840
Overhead Costs	\$ -	\$ 18,601	\$ 21,567	\$ -	\$ -	\$ -	\$ 40,168
Profit	\$ -	\$ 3,557	\$ 4,124	\$ -	\$ -	\$ -	\$ 7,681
<b>Total Loaded Labor</b>	<b>\$ -</b>	<b>\$ 33,198</b>	<b>\$ 38,491</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 71,689</b>
<b>Direct Expenses</b>							
Plotting and Reproduction	\$	400					
Mail and Deliveries	\$	80					
Misc Expenses	\$	-					
Travel and Field Expenses	\$	400					
<b>Total Direct Expenses</b>	<b>\$</b>	<b>880</b>					
<b>Total \$</b>	<b>\$</b>	<b>72,569</b>					

**Attachment B - Fee Estimate**

CTRMA General Engineering Consultant  
 PBS&J - Man-hour Breakdown & Fee Estimate  
 General Engineering Consultant Operations [FY 2011]

**PBS&J WORK AUTHORIZATION #5  
 GENERAL ENGINEERING CONSULTANT OPERATIONS [FY 2011]**

TASK / WORK DESCRIPTION	(Estimated Average Labor Rates)						TOTAL HRS
	A	B	C	D	E	F	
4.0 - Technology Support							
4.1 Electronic Document Management System (EDMS) Support		160	40	40	240	240	480
4.2 Web-based Program Support Reporting Tool / "Dashboard" Support		40	40	40	120	120	240
4.3 Other Technology Initiatives Support							360

TOTAL DIRECT LABOR	0	200	80	80	360	360	1080
	0.00%	18.52%	7.41%	7.41%	33.33%	33.33%	33.33%
Labor Costs	\$ -	\$ 12,000	\$ 4,000	\$ 3,200	\$ 10,800	\$ 7,200	\$ 37,200
Overhead Costs	\$ -	\$ 20,219	\$ 6,740	\$ 5,392	\$ 18,197	\$ 12,131	\$ 62,678
Profit	\$ -	\$ 3,866	\$ 1,289	\$ 1,031	\$ 3,480	\$ 2,320	\$ 11,985
<b>Total Loaded Labor</b>	\$ -	\$ 36,085	\$ 12,028	\$ 9,623	\$ 32,477	\$ 21,651	\$111,864

Direct Expenses	
Plotting and Reproduction	\$ 200
Mail and Deliveries	\$ 100
Misc Expenses	\$ -
Travel and Field Expenses	\$ 400
<b>Total Direct Expenses</b>	\$ 700

**Total \$ 112,564**

**Attachment B - Fee Estimate**

CTRMA General Engineering Consultant  
 PBS&J - Man-hour Breakdown & Fee Estimate  
 General Engineering Consultant Operations [FY 2011]

**PBS&J WORK AUTHORIZATION #5  
 GENERAL ENGINEERING CONSULTANT OPERATIONS [FY 2011]**

TASK / WORK DESCRIPTION	(Estimated Average Labor Rates)						TOTAL HRS
	A	B	C	D	E	F	
5.0 - General Program Support							
5.1 Attendance at Authority Meetings	48						48
5.2 Represent the Authority at Meetings, as requested	32	48			80		80
5.3 Provide Drafting / Technology Resources, as requested							80
5.4 Review of Studies and Reports		48					48

TOTAL DIRECT LABOR	80	96	0	0	80	0	256
% Total by Classification	31.25%	37.50%	0.00%	0.00%	31.25%	0.00%	0.00%
Labor Costs	\$ 5,600	\$ 5,760	\$ -	\$ -	\$ 2,400	\$ -	\$ 13,760
Overhead Costs	\$ 1,684	\$ 9,435	\$ -	\$ -	\$ 4,044	\$ -	\$ 23,184
Profit	\$ 1,804	\$ 1,856	\$ -	\$ -	\$ 773	\$ -	\$ 4,433
<b>Total Loaded Labor</b>	<b>\$ 16,840</b>	<b>\$ 17,321</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 7,217</b>	<b>\$ -</b>	<b>\$41,378</b>

Direct Expenses	
Plotting and Reproduction	\$ 500
Mail and Deliveries	\$ -
Misc Expenses	\$ 2,900
Travel and Field Expenses	\$ 500
<b>Total Direct Expenses</b>	<b>\$ 3,700</b>

Assumes five months of DSL service [\$239.95/mo.] for GEC staff on-site at CTRMA offices.

**Total \$ 45,078**



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

**RESOLUTION NO. 10-60**

**PBS&J GEC Work Authorization No. 6 for  
GEC Support Services Related to Development of Future Projects**

WHEREAS, the Central Texas Regional Mobility Authority (“CTRMA”) was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.1, *et. seq.* (the “RMA Rules”); and

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

WHEREAS, in Resolution No. 09-53, dated August 26, 2009, following the issuance of a Request for Qualifications and evaluation of responses thereto in accordance with the CTRMA’s procurement policies, the Board of Directors directed staff to enter into negotiations and finalize a General Engineering Consultant Services Agreement (the “GEC Agreement”) with Post, Buckley, Schuh & Jernigan, Inc. (d/b/a PBS&J) (“PBS&J”); and

WHEREAS, effective December 31, 2009, the CTRMA executed the GEC Agreement with PBS&J; and

WHEREAS, PBS&J was previously authorized to provide support services related to the development of future CTRMA projects pursuant to the predecessor of the current GEC agreement; and

WHEREAS, attached hereto and incorporated herein as Attachment “A” is Work Authorization No. 6 to the GEC Agreement (“Work Authorization No. 6”) which sets forth a scope of services for the continuation of the GEC’s work related to the development of future CTRMA projects through June 30, 2011; and

WHEREAS, it is necessary that the Board of Directors approve Work Authorization No. 6 and its execution by the Executive Director.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby approves Work Authorization No. 6 in the form or substantially the same form as is attached hereto as Attachment “A”, provided that any work commenced under Work Authorization No. 6 be subject to the GEC Agreement between the CTRMA and PBS&J; and

BE IT FURTHER RESOLVED, that Work Authorization No. 6 may be finalized and executed by the Executive Director on behalf of the CTRMA and that Work Authorization No. 6 may be

amended from time to time by written amendment as deemed necessary by the Board of Directors.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of June, 2010.

Submitted and reviewed by:



Andrew Martin  
General Counsel for the Central  
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 10-60  
Date Passed 06/30/10

**ATTACHMENT "A"**  
**TO**  
**RESOLUTION 10-60**  
**PBS&J GEC Work Authorization No. 6**

**EXHIBIT D**  
**WORK AUTHORIZATION**

**Work Authorization No. 6**

This Work Authorization is made as of this 30<sup>th</sup> day of June, 2010, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of January 4<sup>th</sup>, 2010 (the Agreement), between the **Central Texas Regional Mobility Authority (Authority)** and **Post, Buckley, Schuh & Jernigan, Inc. (d/b/a PBS&J) (GEC)**. This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

*Activities associated with the Development of Future Projects [FY 2011]*

**Section A. - Scope of Services**

A.1. GEC shall perform the following Services:

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

A.2. The following Services are not included in this Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the Authority.

Not applicable.

A.3. In conjunction with the performance of the foregoing Services, GEC shall provide the following submittals/deliverables (Documents) to the Authority:

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

**Section B. - Schedule**

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

Services defined herein are expected to be substantially complete by June 30, 2011. This Work Authorization will not expire until all tasks associated with the Scope of Services are complete.

**Section C. - Compensation**

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed \$199,427.00, based on Attachment B -Fee Estimate. Compensation for Direct Expenses under this Work Authorization which are incurred as part of normal business operations (i.e., internal document reproduction, internal plotting, travel and parking associated with local meetings, etc.) will be reimbursed on a Lump-Sum basis in the amount of \$1,200.00 (with \$100.00 to be invoiced monthly based on an assumed twelve month Work Authorization duration). Compensation shall be in accordance with the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by the Authority to the GEC according to the terms of a future Work Authorization.

**Section D. - Authority's Responsibilities**

The Authority shall perform and/or provide the following in a timely manner so as not to delay the Services of the GEC. Unless otherwise provided in this Work Authorization, the Authority shall bear all costs incident to compliance with the following:

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

**Section E. - Other Provisions**

The parties agree to the following provisions with respect to this specific Work Authorization:

Not applicable.

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

Authority: Central Texas Regional Mobility Authority

GEC: Post, Buckley, Schuh & Jernigan, Inc. (d/b/a PBS&J)

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

By: W. John Pothwell

Signature: \_\_\_\_\_

Signature: W. John Pothwell

Title: \_\_\_\_\_

Title: Vice President

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

Date: 06-21-10

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

**WORK AUTHORIZATION NO. 6**

**PBS&J**

**ATTACHMENT A**

**SERVICES TO BE PROVIDED BY GEC**

**GENERAL**

This scope of services includes professional services and associated deliverables required by the Authority through June 30, 2011.

The scope of services to be performed by the GEC will include, but not be limited to, those professional services and deliverables related to General Project Activities required to assist the Central Texas Regional Mobility Authority (the Authority) in the study and initial development of Future Projects.

The tasks in this scope of services will not be performed or the funds utilized until directed by the Authority.

**1.0 GENERAL PROJECT DEVELOPMENT SUPPORT**

The GEC will be a resource with respect to the project development of the Agency's Programs, as requested by the Authority. The GEC support services include the following areas:

- 1.1 Oversight and/or preparation of project feasibility investigation, analysis, and evaluation;
- 1.2 Oversight and/or preparation of environmental documents in compliance with NEPA requirements, such as Categorical Exclusions, Environmental Assessments, and Environmental Impact Statements;
- 1.3 Oversight and/or preparation of Preliminary and Final Engineering Design documents and Technical Support;
- 1.4 Oversight and/or preparation of Toll Systems design, procurement and implementation;
- 1.5 Coordination with utilities;
- 1.6 Coordination of right-of-way activities;
- 1.7 Oversight and/or preparation of project Cost Estimates and Schedules;
- 1.8 Coordination with agencies such as the CAMPO, U.S. Corps of Engineers, US Fish and Wildlife Service, Texas Parks & Wildlife Department, Texas Historical Commission, Texas Commission on Environmental Quality, Texas Department of Transportation, Federal Highway Administration, counties and cities;
- 1.9 Prepare Concept Reports identifying proposed improvements or deficient conditions, and proposing appropriate improvements, repairs or rehabilitation as requested by the Authority. The GEC will meet with the Director of Engineering or the Director of Operations and/or a representative to review the findings and opinions of the GEC as set forth in the Concept Report. The Final Report will be presented to the Authority's Executive Director for approval. The reports shall be presented in the following general manner:
  - 1.9.1 Description of general problems and existing conditions;
  - 1.9.2 Outline of the investigations and studies;
  - 1.9.3 Opinions required to solve the problem including alternatives considered;
  - 1.9.4 Analysis of economic and/or other factors of the alternatives considered;

- 1.9.5 Description of the proposed facilities, including basic data and a general layout drawing showing the relationship of the proposed improvements to the existing facilities;
- 1.9.6 Opinions regarding operating and maintenance procedures;
- 1.9.7 Establish additional criteria and standards, if necessary, for design;
- 1.9.8 Estimates of capital, operating, and maintenance costs of the proposed facilities;
- 1.9.9 Schedule for the recommended improvements with staged construction or installation.
- 1.10 Oversight and/or preparation of project funding applications and administration;
- 1.11 Public Information and Communications support, as requested by the Authority;
- 1.12 Oversight and/or performance of construction activities;
- 1.13 Attendance at meetings, as requested by the Authority;
- 1.14 Perform various assignments of less than one week duration as requested by the Authority;
- 1.15 Perform traffic count surveys to quantify travel patterns or changes in traffic patterns as may be warranted by changing development patterns, or as requested by the Authority;
- 1.16 Preparation of reports; and
- 1.17 Conduct field visits and evaluations.

**Attachment B - Fee Estimate  
Summary**

CTRMA General Engineering Consultant  
 PBS&J - Man-hour Breakdown & Fee Estimate  
 General Project Activities Related to the Development of Future Projects [FY 2011]

---

**PBS&J WORK AUTHORIZATION #6**

**ACTIVITIES ASSOCIATED WITH THE DEVELOPMENT OF FUTURE PROJECTS [FY 2011]**

<u>TASK</u>	<u>SUBTOTAL</u>	<u>SUBTOTAL</u>	<u>TOTAL</u>
		Labor +	
		Overhead +	Direct
		Profit	Expenses
1.0 - General Project Development Support	\$ 198,227	\$ 1,200	\$ 199,427
<b>TOTALS</b>	<b>\$ 198,227</b>	<b>\$ 1,200</b>	<b>\$ 199,427</b>



**Attachment B - Fee Estimate**

CTRMA General Engineering Consultant  
 PBS&J - Man-hour Breakdown & Fee Estimate  
 General Project Activities Related to the Development of Future Projects [FY 2011]

**PBS&J WORK AUTHORIZATION #6  
 ACTIVITIES ASSOCIATED WITH THE DEVELOPMENT OF FUTURE PROJECTS [FY 2011]**

TASK / WORK DESCRIPTION	(Estimated Average Labor Rates)						TOTAL HRS
	A	B	C	D	E	F	
	70.00 \$	60.00 \$	50.00 \$	40.00 \$	30.00 \$	20.00 \$	HRS
1.0 - General Project Development Support							
1.1 Project Feasibility Investigation, Analysis & Evaluation	16	32	32	80			160
1.2 NEPA Document Preparations	16	16	32	80			144
1.3 Engineering Design / Technical Support		16	80				96
1.4 Toll Systems Design / Procurement / Implementation Support			32				32
1.5 Utility Coordination			32				32
1.6 Right-of-Way Coordination			32				32
1.7 Cost Estimating & Schedule Development		16	48				64
1.8 Agency Coordination	16	16					32
1.9 Concept Report Development	16	32	80				208
1.10 Funding Application Preparation & Administration	16	32	80				128
1.11 Public Information / Communications Support	16				64		80
1.12 Attendance at Meetings, as directed	16	16					32
1.13 Miscellaneous Assignments	16	32	32				80
1.14 Traffic Count Surveys, as directed					32		32
1.15 Report Preparations	16	32	80				128
1.16 Field Visits / Evaluations		16	16				32
<b>TOTAL DIRECT LABOR</b>	144	256	496	320	96	0	1312
	10.98%	19.51%	37.80%	24.39%	7.32%	0.00%	
Labor Costs	\$ 10,080	\$ 15,360	\$ 24,800	\$ 12,800	\$ 2,880	\$ -	\$ 65,920
Overhead Costs	\$ 1,684	\$ 25,880	\$ 41,786	\$ 21,567	\$ 4,853	\$ -	\$ 111,069
Profit	\$ 3,248	\$ 4,949	\$ 7,990	\$ 4,124	\$ 928	\$ -	\$ 21,239
<b>Total Loaded Labor</b>	\$ 30,311	\$ 46,189	\$ 74,576	\$ 38,491	\$ 8,660	\$ -	\$ 198,227
<b>Direct Expenses</b>							
Plotting and Reproduction		\$ 400					
Mail and Deliveries		\$ 400					
Misc Expenses		-					
Travel and Field Expenses		\$ 400					
<b>Total Direct Expenses</b>		\$ 1,200					
<b>Total</b>	\$	\$ 199,427					

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

**RESOLUTION NO. 10-61**

**Financial Assistance (Toll Equity Grant) Application for  
Development Costs for Multiple Projects**

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

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

WHEREAS, the CTRMA has been charged with studying and developing several potential toll projects which will improve mobility in the region; and

WHEREAS, the CTRMA needs additional funding to further the development of these potential toll projects, including: Loop 1 Managed Lanes, 290 East, 183 South, 290 West/71 West, and 45 Southwest (collectively the "Projects"); and

WHEREAS, CAMPO has included the Projects in its 2007-2011 Transportation Improvement Program ("TIP") and the Projects are part of the Texas Department of Transportation ("TxDOT") 2010 Unified Transportation Program ("UTP"); and

WHEREAS, the CTRMA desires to obtain and utilize funds for development costs for the Projects through submission of an application for financial assistance in the form of a toll equity grant (the "Toll Equity Application") for construction costs pursuant to 43 Tex. Admin. Code § 27.50, *et seq.* (the "Toll Equity Rules"); and

WHEREAS, the Toll Equity Rules provide for consideration of the Toll Equity Application by the Texas Transportation Commission ("TTC") and upon the TTC's final approval of the Toll Equity Application, a financial assistance agreement ("Agreement") will be negotiated by the TxDOT Executive Director and the CTRMA; and

WHEREAS, the CTRMA desires to submit the Toll Equity Application as soon as practical and be in a position to complete negotiations and execute an Agreement as soon as possible after final approval is given by the TTC (if such approval is given).

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby approves the submission to TxDOT of the Toll Equity Application pursuant to the Toll Equity Rules, and in the form and with the provisions reasonably determined by the Executive Director and CTRMA staff to be acceptable; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized to execute such documents as are necessary to submit the Toll Equity Application to TxDOT on behalf of the CTRMA; and

BE IT FURTHER RESOLVED, that the CTRMA staff and consultants are authorized to take such actions as are necessary to prosecute the Toll Equity Application, and the Executive Director and CTRMA staff may negotiate the terms of an Agreement which shall be subject to the approval of the Board of Directors.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of June, 2010.

Submitted and reviewed by:



Andrew Martin  
General Counsel for the Central  
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 10-61  
Date Passed 06/30/10

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

RESOLUTION NO. 10-62

May 2010 Financial Report

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

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

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

WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements necessary for the month of May 2010 and has caused a Financial Report to be prepared which is attached hereto as Attachment "A."

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the Financial Report for May 2010, attached hereto as Attachment "A."

Adopted by the Board of Directors of the Central Texas Regional Mobility on the 30<sup>th</sup> June, 2010.

Submitted and reviewed by:

Approved:



Andrew Martin  
General Counsel for the Central  
Texas Regional Mobility Authority



Ray Wilkerson  
Chairman, Board of Directors  
Resolution Number 10-62  
Date Passed: 06/30/10



## Liabilities

### Current Liabilities

Accounts Payable	3,009.80		19,761.85
Overpayments	9,442.91		1,276.40
Interest Payable	8,057,359.10		3,454,580.60
Due to other Funds	184,367.39		76,027.00
TCDRS Payable	25,493.99		22,961.09
Other	0.00		8,229.86
Due to State of Texas	822.32		753.41
<b>Total Current Liabilities</b>	<b>8,280,495.51</b>		<b>3,583,590.21</b>

### Long Term Liabilities

Accrued Vac & Sick Leave Paybl	205,137.00		205,137.00
Retainage Payable	143,332.71		144,776.71
Senior Lien Revenue Bonds 2005	171,799,425.86	170,938,506.96	
Senior Lien Revenue Bonds 2010	95,484,459.27		
Tot Sr Lien Rev Bonds Paybl	267,283,885.13		170,938,506.96
Sn Lien Rev Bnd Prem/Disc 2005	4,939,439.66	5,097,085.19	
Sn Lien Rev Bnd Prem/Disc 2010	237,195.55		
Tot Sr Lien Rev Bond Pay Pre/D	5,176,635.21		5,097,085.19
Tot Sr Lien Rev Bonds Paybl	272,460,520.34		176,035,592.15
Subordinated Lien Bond 2010	45,000,000.00		0.00
TIFIA note 2008	74,097,226.56		70,752,832.02
2009 Regions Build America Bnd	0.00	15,000,000.00	
2009 Region's BAB Discount	0.00	(75,000.00)	
2009 BAB's Payable	0.00		14,925,000.00
2009 State Infrastructure loan	32,075,160.01		(75,000.00)
Total Long Term Liabilities	<b>423,981,376.62</b>		<b>262,063,337.88</b>
<b>Total Liabilities</b>	<b>432,261,872.13</b>		<b>265,646,928.09</b>

### Net Assets Section

Contributed Capital	18,443,185.96		18,334,845.57
Net Assets beginning	41,208,137.43		52,402,779.47
Current Year Operations	(7,789,128.49)		(9,112,229.24)
<b>Total Net Assets</b>	<b>33,419,008.94</b>		<b>43,290,550.23</b>

### Total Liabilities and Net Assets

**484,124,067.04**

**327,272,323.89**

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

<b>Revenue</b>	<b>Budget</b>	<b>Actual Year</b>	<b>Percent</b>	<b>Actual Year</b>
	<b>FY 2010</b>	<b>To Date 5/31/2010</b>	<b>Of Budget</b>	<b>To Date 5/31/2009</b>
Toll Revenue-TxTag-183A	17,250,000.00	13,754,652.96	79.74%	12,730,467.38
Toll Revenue-HCTRA-183A	565,000.00	501,288.62	88.72%	414,431.10
Toll Revenue-NTTA-183A	306,000.00	322,236.50	105.31%	234,891.90
Video Tolls	1,250,000.00	2,573,838.37	205.91%	1,207,689.21
Fee Revenue	812,500.00	1,211,523.46	149.11%	639,394.36
Operating Revenue	20,183,500.00	18,363,539.91	90.98%	15,821,918.98
Interest Income	900,000.00	368,739.20	40.97%	949,768.29
Misc Revenue	0.00	916.70		0.00
<b>Total Revenue</b>	<b>21,083,500.00</b>	<b>18,733,195.81</b>	<b>88.85%</b>	<b>16,774,773.80</b>

<b>Expenditures</b>	<b>Budget</b>	<b>Actual Year</b>	<b>Percent</b>	<b>Actual Year</b>
	<b>FY 2010</b>	<b>To Date 5/31/2010</b>	<b>Of Budget</b>	<b>To Date 5/31/2009</b>
Regular	1,827,602.00	1,405,242.74	76.89%	1,307,140.71
Part Time	22,000.00	5,348.23	24.31%	0.00
Overtime	4,000.00	0.00		71.43
Contractual Employees	105,000.00	1,125.00	1.07%	24,432.06
TCDRS	273,122.00	196,175.65	71.83%	174,578.13
FICA	89,997.00	59,998.77	66.67%	62,261.22
FICA MED	27,602.00	19,817.69	71.80%	19,203.90
Health Insurance	200,700.00	134,193.13	66.86%	133,417.40
Life Insurance	6,215.00	4,806.58	77.34%	4,418.70
Auto Allowance	9,000.00	7,762.50	86.25%	8,250.00
Other Benefits	160,863.00	44,209.32	27.48%	39,412.63
Unemployment Taxes	1,980.00	914.54	46.19%	1,607.27
Salary Reserve	50,000.00	0.00		0.00
<b>Total Salaries &amp; Wages</b>	<b>2,778,081.00</b>	<b>1,879,594.15</b>	<b>67.66%</b>	<b>1,774,793.45</b>

**Contractual Services**

**Professional Services**

Accounting	9,000.00	9,478.12	105.31%	8,911.70
Auditing	45,000.00	43,057.00	95.68%	37,626.00
General Engineering Consultant	1,250,000.00	730,305.24	58.42%	985,063.15
General System Consultant	175,000.00	46,004.49	26.29%	118,314.41
Toll Collection contract	0.00	7,287.45		822,220.63
Image Processing	540,000.00	587,534.20	108.80%	48,483.02
Facility maintenance	75,000.00	86,110.40	114.81%	65,442.61
Human Resources	15,000.00	1,558.26	10.39%	920.19
Legal	400,000.00	99,232.97	24.81%	93,721.40
Photography	15,000.00	8,289.65	55.26%	5,214.92
Traffic & Revenue Consultants	20,000.00	0.00		0.00
Transcripts	1,000.00	0.00		0.00
<b>Total Professional Services</b>	<b>2,545,000.00</b>	<b>1,618,857.78</b>	<b>63.61%</b>	<b>2,259,885.33</b>

Expenditures	Budget	Actual Year	Percent	Actual Year
	FY 2010	To Date 5/31/2010	Of Budget	To Date 5/31/2009
<b>Other Contractual Services</b>				
IT Services	75,000.00	55,997.87	74.66%	38,837.91
Graphic Design Services	15,000.00	9,994.50	66.63%	7,325.00
Website Maintenance	20,000.00	16,618.17	83.09%	18,022.40
Research Services	30,000.00	5,000.00	16.67%	5,134.90
Copy Machine	11,000.00	9,614.45	87.40%	7,318.24
Software licenses	23,000.00	22,663.83	98.54%	12,202.70
ETC system Maintenance	1,288,000.00	1,013,936.68	78.72%	851,103.27
ETC Development	125,000.00	55,316.10	44.25%	19,374.50
ETC Testing	30,000.00	28,718.29	95.73%	945.00
Communications and Marketing	135,000.00	107,489.38	79.62%	92,719.00
Advertising	50,000.00	13,741.92	27.48%	68,897.10
Direct Mail	10,000.00	0.00		0.00
Video Production	10,000.00	1,883.50	18.84%	3,400.00
Television	5,000.00	0.00		0.00
Radio	20,000.00	-30.00	-0.15%	21,066.00
Other Public Relations	2,500.00	0.00		0.00
Law Enforcement	230,000.00	185,461.83	80.64%	180,270.00
Special Assignments	10,000.00	0.00		0.00
Traffic Management	72,000.00	58,608.41	81.40%	36,906.31
Emergency Maintenance	10,000.00	0.00		0.00
Roadway Maintenance Contract	200,000.00	224,670.03	112.34%	141,240.90
Landscape Maintenance	240,000.00	156,161.47	65.07%	81,934.27
Signal & Illumination Maintenance	250,000.00	219,787.25	87.91%	214,503.00
Mowing and Litter Control	350,000.00	172,850.17	49.39%	248,880.91
Hazardous Material Cleanup	10,000.00	0.00		0.00
Striping	30,000.00	22,367.11	74.56%	10,545.94
Graffiti Removal	10,000.00	800.00	8.00%	936.00
Cell Phones	8,600.00	5,509.47	64.06%	6,291.29
Local	22,000.00	10,336.70	46.99%	20,399.54
Long Distance	1,000.00	252.05	25.21%	317.34
Internet	6,060.00	4,019.84	66.33%	4,378.56
Fiber Optic System	63,000.00	33,027.82	52.43%	30,534.43
Other Communication Expense	2,150.00	838.64	39.01%	1,844.38
Subscriptions	2,250.00	488.00	21.69%	833.80
Memberships	24,900.00	8,628.33	34.65%	23,830.00
Continuing Education	2,000.00	1,350.00	67.50%	3,404.13
Professional Development	10,550.00	305.00	2.89%	125.00
Seminars and Conferences	32,500.00	14,785.00	45.49%	22,804.76
Staff-Travel	80,500.00	49,218.45	61.14%	45,479.96
TxTag Collection Fees	1,480,000.00	1,060,944.39	71.69%	473,805.42
Contractual Contingencies	249,500.00	382.29	0.15%	755.00
<b>Total Other Contractual Services</b>	<b>5,246,510.00</b>	<b>3,571,736.94</b>	<b>68.08%</b>	<b>2,696,366.96</b>
<b>Total Contractual Expenses</b>	<b>7,791,510.00</b>	<b>5,190,594.72</b>	<b>66.62%</b>	<b>4,956,252.29</b>



Expenditures	Budget FY 2010	Actual Year To Date 5/31/2010	Percent Of Budget	Actual Year To Date 5/31/2009
Books & Publications	13,100.00	9,350.82	71.38%	12,599.15
Office Supplies Expense	16,000.00	3,426.48	21.42%	2,974.36
Computer Supplies Expense	4,500.00	7,141.74	158.71%	5,435.97
Copy Supplies Expense	2,000.00	386.85	19.34%	353.15
Annual Report Printing	10,000.00	8,734.00	87.34%	9,149.00
Other Printed Reports	20,500.00	11,919.57	58.14%	15,062.00
Direct Mail-printing Expense	10,000.00	0.00		0.00
Office Supplies-printed	1,000.00	840.40	84.04%	753.20
Maintenance Supplies Expense	100.00	0.00		0.00
Promotional Items expense	10,000.00	207.56	2.08%	95.00
Displays	5,000.00	0.00		0.00
Tools & Equipment Expense	1,650.00	374.12	22.67%	966.99
Misc Materials & Supplies	3,500.00	2,725.78	77.88%	1,363.17
<b>Total Materials &amp; Supplies Exp</b>	<b>127,350.00</b>	<b>47,125.47</b>	<b>37.00%</b>	<b>48,751.99</b>

Expenditures	Budget FY 2010	Actual Year To Date 5/31/2010	Percent Of Budget	Actual Year To Date 5/31/2009
<b>Operating Expenses</b>				
Gasoline Expense	4,500.00	2,983.32	66.30%	4,049.57
Mileage Reimbursement	13,100.00	4,093.61	31.25%	4,821.41
Toll Tag Expense	3,275.00	2,521.87	77.00%	2,302.01
Parking	37,900.00	25,793.01	68.06%	32,593.00
Meeting Facilities	1,050.00	0.00		0.00
Community Events	5,000.00	500.00	10.00%	0.00
Meeting Expense	5,500.00	2,917.91	53.05%	3,621.75
Public Notices	3,300.00	268.00	8.12%	563.68
Postage	8,100.00	1,007.20	12.43%	2,064.93
Overnight Delivery Services	2,350.00	2,602.66	110.75%	185.21
Local Delivery Services	3,700.00	1,393.49	37.66%	1,686.58
Insurance	140,300.00	75,121.78	53.54%	110,895.39
Repair and Maintenance	500.00	333.30	66.66%	1,336.46
Repair & Maintenance-Vehicles	1,000.00	2,777.65	277.77%	1,532.97
Repair and Maintenance Toll Equip	15,000.00	1,030.00	6.87%	1,405.00
Rent	205,000.00	169,692.82	82.78%	168,713.27
Water	7,500.00	4,389.07	58.52%	4,129.98
Electricity	121,700.00	70,995.73	58.34%	93,508.08
Amortization Expense	1,397,000.00	1,120,195.31	80.19%	1,250,902.58
Dep Exp- Furniture & Fixtures	19,000.00	17,166.04	90.35%	17,309.48
Dep Expense - Equipment	16,440.00	13,179.55	80.17%	13,915.46
Dep Expense - Autos & Trucks	4,500.00	3,605.48	80.12%	4,026.92
Dep Expense-Buildng & Toll Fac	160,000.00	161,845.09	101.15%	161,845.09
Dep Expense-Highways & Bridges	5,504,000.00	4,552,865.31	82.72%	4,954,020.54
Dep Expense-Communic Equip	197,000.00	180,412.33	91.58%	180,282.14
Dep Expense-Toll Equipment	465,000.00	423,299.58	91.03%	423,299.58
Dep Expense - Signs	135,000.00	122,162.42	90.49%	121,459.06
Dep Expense-Land Improvemts	49,500.00	47,285.21	95.53%	45,435.17
Depreciation Expense-Computers	365,000.00	339,207.38	92.93%	334,700.70
Other Licenses	1,100.00	235.00	21.36%	303.20
Community Initiative Grants	75,000.00	35,000.00	46.67%	29,334.25
<b>Total Operating Expense</b>	<b>8,967,315.00</b>	<b>7,384,880.12</b>	<b>82.35%</b>	<b>7,970,243.46</b>
<b>Financing Expenses</b>				
Arbitrage Rebate	4,000.00	6,000.00	150.00%	2,500.00
Bond Issuance Expense	718,000.00	640,736.89	89.24%	279,243.48
Loan Fees	11,000.00	11,500.00	104.55%	11,500.00
Bond Issuance Cost	25,000.00	30,000.00	120.00%	25,000.00
Trustee Fees	2,000.00	0.00		2,000.00
Bank Fees	25,000.00	5,864.51	23.46%	17,191.61
Interest Expense	18,003,743.00	10,957,670.55	60.86%	10,796,026.76
Contingency	30,000.00	0.00		3,500.00
<b>Total Financing Expense</b>	<b>18,818,743.00</b>	<b>11,651,771.95</b>	<b>61.92%</b>	<b>11,136,961.85</b>
<b>Other Gains or Loss</b>				
Loss on Redemption of Bonds		368,357.89		0.00
<b>Total Expenses</b>	<b>38,482,999.00</b>	<b>26,522,324.30</b>	<b>68.92%</b>	<b>25,887,003.04</b>
<b>Net Income</b>	<b>-17,399,499.00</b>	<b>-7,789,128.49</b>		<b>-9,112,229.24</b>

**CTRMA INVESTMENT REPORT**

Current  
Rate as of  
5/31/2010

	Month Ending 5/31/2010					Current Rate as of 5/31/2010
	Balance 4/30/2010	Additions	Discount Amortization	Accrued Interest	Withdrawals	
<b>Amount in Trustee TexStar</b>						
183A/290E Project Acct	9,514,665.64			1,483.54	11,683.27	9,504,465.91
2010 Senior Lien Construction Fund	5,489.75			0.86		5,490.61
2010-1 Sub Lien Projects General Fund	868,808.09			135.61		868,943.70
Trustee Operating Fund	8,101,905.00			1,227.24	262,995.95	7,840,136.29
Renewal & Replacement Fund	452,311.61	200,000.00		33.93	550,000.00	102,345.54
TxDOT Grant Fund	152,731.19			23.84		152,755.03
Revenue Fund	7,277,817.40			1,135.95		7,278,953.35
Debt Service Reserve Fund 05	619.88			0.10		619.98
2010 Senior Lien DSF	5,816,432.93			907.85		5,817,340.78
2010 Senior Lien Debt Service Reserve Fund	2,065.47			0.32		2,065.79
2010-2Sub Lien Debt Service Reserve Fund	9,490,150.77			1,481.26		9,491,632.03
2010-1Sub Lien Debt Service Reserve Fund	1,000,229.74			156.12		1,000,385.86
2010-1 COI Sub Lien	3,500,804.08			546.42		3,501,350.50
2010 Senior Lien Capitalized Interest	2,750.63			0.43		2,751.06
2010-1 Sub Lien Capitalized Interest	840.45			0.13		840.58
2010-2 Sub Lien Capitalized Interest	419.11			0.07		419.18
	126.49			0.02		126.51
	<b>46,188,168.23</b>	<b>200,000.00</b>	<b>0.00</b>	<b>7,133.69</b>	<b>824,679.22</b>	<b>45,570,622.70</b>
<b>Amount in TexStar Operating Fund</b>						
	<b>249,618.96</b>	<b>550,000.00</b>		<b>19.05</b>	<b>705,000.00</b>	<b>94,638.01</b>

**Amount in Trustee TexStar**  
 183A/290E Project Acct  
 2010 Senior Lien Construction Fund  
 2010-1 Sub Lien Projects  
 General Fund  
 Trustee Operating Fund  
 Renewal & Replacement Fund  
 TxDOT Grant Fund  
 Revenue Fund  
 Debt Service Reserve Fund 05  
 2010 Senior Lien DSF  
 2010 Senior Lien Debt Service Reserve Fund  
 2010-2Sub Lien Debt Service Reserve Fund  
 2010-1Sub Lien Debt Service Reserve Fund  
 2010-1 COI Sub Lien  
 2010 Senior Lien Capitalized Interest  
 2010-1 Sub Lien Capitalized Interest  
 2010-2 Sub Lien Capitalized Interest

**Amount in TexStar Operating Fund**

**CTRMA INVESTMENT REPORT**

Current  
Rate as of  
5/31/2010

	Month Ending 5/31/2010					
	Balance 4/30/2010	Additions	Discount Amortization	Accrued Interest	Withdrawals	Balance 5/31/2010
<b>Fidelity Money Market Fund</b>						
Operating Fund	800,005.48	400,000.00		5.04	200,000.00	1,000,010.52
Additional Projects Fund	861.22			0.01		861.23
Construction Fund 05	1,682.79			0.01	1,682.80	0.00
183A/290E Project Acct	10,902.66	511,683.27		0.19	11,683.27	510,902.85
2010 Senior Lien Construction Fund	51,585.77			0.98	37,130.21	14,456.54
Other Obligations Fund	12,494.29			0.10		12,494.39
Debt Service Fund 2005	2,500,226.81	751,914.22		18.17		3,252,159.20
Subordinate Lien TIFIA DS Fund	7,879.95			0.06		7,880.01
TxDOT Grant Fund	2,845.71			41.12		2,886.83
Renewal and Replacement	0.90			0.00		0.90
2010 Senior Lien Cost of Issuance	0.06					0.06
Proceeds Fund	12.34			0.00		12.34
Revenue Fund	1,343,973.50	1,959,346.77		5.87	2,502,347.92	800,978.22
General Fund	9,097.34	1,685,111.82		0.44	333,040.32	1,361,169.28
Debt Service Reserve Fund 2005	4,446.58			78,864.76		83,311.34
	4,746,015.40	5,308,056.08		78,936.75	3,085,884.52	7,047,123.71
<b>Amount in Region's MMA SIB Loan</b>	29,903,840.17	108,340.39		6,882.67	1,108.78	30,017,954.45
<b>Amount in Bayerische Landesbank GIC</b>						
Subordinate Lien Cap-I 2010-1	4,750,077.09			1,979.20		4,752,056.29
Subordinate Lien Cap-I 2010-2	1,433,633.10			597.35		1,434,230.45
Senior Lien Cap-I 2010	9,528,492.65			6,987.56		9,535,480.21
Subordinate Lien Project Fund 2010-1	22,198,376.62			6,936.99		22,205,313.61
Senior Lien Project Fund 2010	62,237,839.95			44,085.14		62,281,925.09
	100,148,419.41	0.00	0.00	60,586.24	0.00	100,209,005.65
<b>Amount in Fed Agencies</b>						
Amortized Principal	8,563,735.60		(2,374.17)	16,666.66		8,561,361.43
Accrued Interest	8,563,735.60	0.00	(2,374.17)	16,666.66	0.00	8,561,361.43

**Fidelity Money Market Fund**

- Operating Fund
- Additional Projects Fund
- Construction Fund 05
- 183A/290E Project Acct
- 2010 Senior Lien Construction Fund
- Other Obligations Fund
- Debt Service Fund 2005
- Subordinate Lien TIFIA DS Fund
- TxDOT Grant Fund
- Renewal and Replacement
- 2010 Senior Lien Cost of Issuance
- Proceeds Fund
- Revenue Fund
- General Fund
- Debt Service Reserve Fund 2005

**Amount in Region's MMA SIB Loan**

- Amount in Bayerische Landesbank GIC
- Subordinate Lien Cap-I 2010-1
- Subordinate Lien Cap-I 2010-2
- Senior Lien Cap-I 2010
- Subordinate Lien Project Fund 2010-1
- Senior Lien Project Fund 2010

**Amount in Fed Agencies**

- Amortized Principal
- Accrued Interest

Amount of investments As of May, 31, 2010

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
Fannie Mae	3136FMDR2	2,998,500.00	2,998,625.00	2,998,500.00	1.125%	3/30/2010	4/23/2012	TxDOT Grant Fund
Fannie Mae	31398AZY1	5,070,000.00	5,062,047.44	5,064,050.00	1.62%	11/30/2009	11/10/2014	Debt Service Reserve Fund
Fannie Mae	3136FJZR5	501,250.00	500,208.34	500,470.00	1.50%	12/30/2009	12/30/2014	Renewal and Replacement
		<u>8,569,750.00</u>	<u>8,560,880.78</u>	<u>8,563,020.00</u>				

Agency	CUSIP #	COST	Cumulative		Maturity Value	Interest Income May 2010		
			Amortization	Book Value		Accrued Interest	Amortization	Interest Earned
Fannie Mae	3136FMDR2	2,998,500.00	125.00	2,998,625.00	3,000,000.00	2,812.50	62.50	2,875.00
Fannie Mae	31398AZY1	5,070,000.00	(7,471.91)	5,062,528.09	5,000,000.00	13,020.83	(1,179.78)	11,841.05
Fannie Mae	3136FJZR5	501,250.00	(1041.66)	500,208.34	500,000.00	833.33	(208.33)	625.00
		<u>8,569,750.00</u>	<u>(8,388.57)</u>	<u>8,561,361.43</u>	<u>8,500,000.00</u>	<u>16,666.66</u>	<u>(1,325.61)</u>	<u>15,341.05</u>

Interest Rate	From	To
2.00%	12/30/2009	12/30/2011
3.25%	12/30/2011	12/30/2012
4.50%	12/30/2012	12/30/2013
5.50%	12/30/2013	12/30/2014

**May 2010 Certificates of Deposit Outstanding**

Bank	CUSIP #	COST	Yield to		Matures	Interest	FUND
			Maturity	Purchased			
Regions Bank	CDRB32454	3,000,000	0.30%	4/5/2010	1/4/2011	\$ 750.00	Debt Service Reserve Fund 05
Regions Bank	CDRB27819	100,000	0.53%	10/14/2009	9/10/2010	\$ 41.10	TxDOT Grant Fund
		<u>3,100,000</u>					
						<u>791.10</u>	

**CTRMA INVESTMENT REPORT**

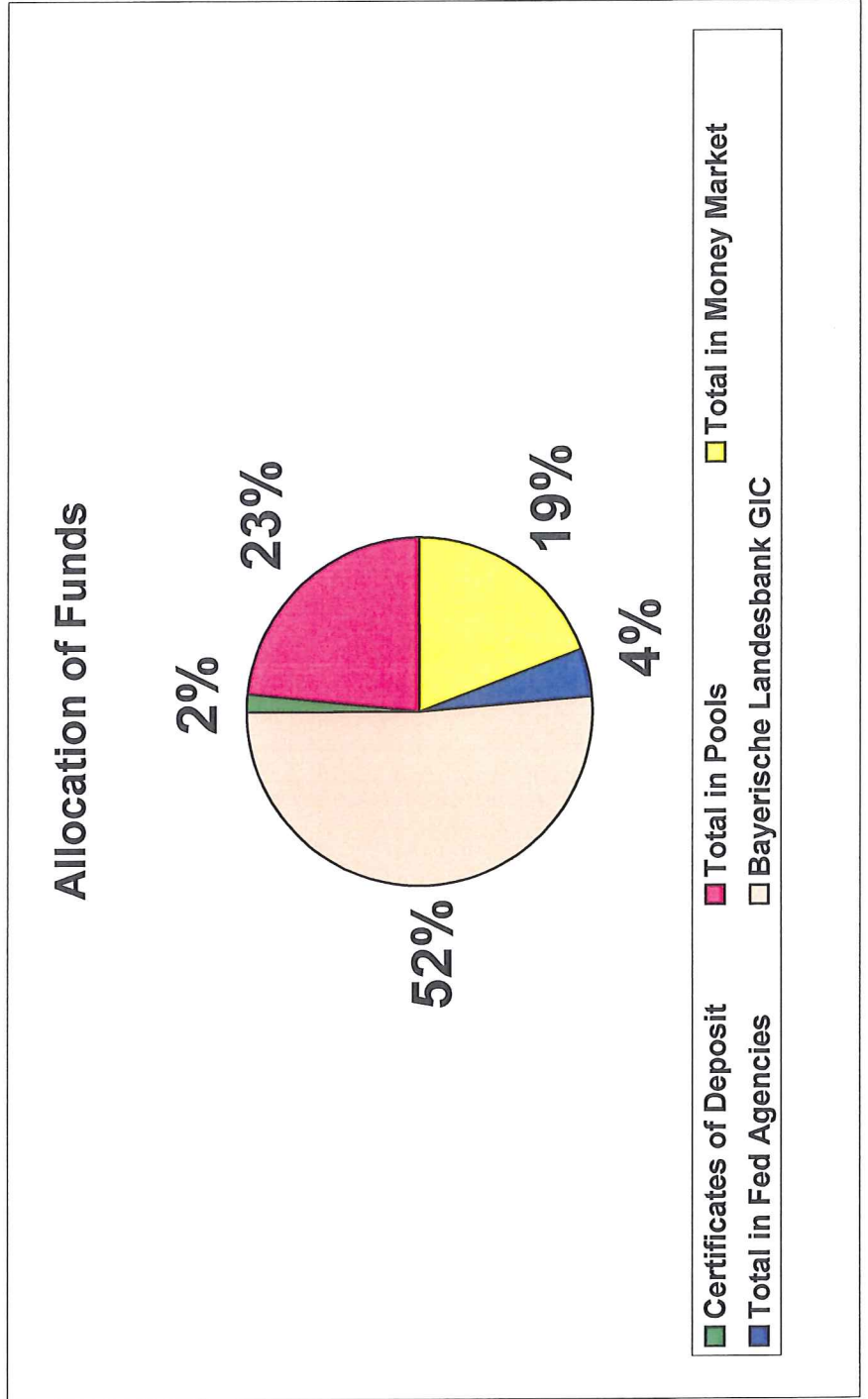
Current  
Rate as of  
5/31/2010

	Month Ending 5/31/2010					Balance 5/31/2010
	Balance 4/30/2010	Additions	Discount Amortization	Accrued Interest	Withdrawals	
Certificates of Deposit	6,100,000.00				3,000,000.00	3,100,000.00
Total in Pools	46,437,787.19	750,000.00		7,152.74	1,529,679.22	45,665,260.71
Total in Money Market	34,649,855.57	5,416,396.47		85,819.42	3,086,993.30	37,065,078.16
Total in Fed Agencies	8,563,735.60	0.00			0.00	8,561,361.43
Bayerische Landesbank GIC	100,148,419.41	0.00		60,586.24	0.00	100,209,005.65
<b>Total Invested</b>	<b>195,899,797.77</b>	<b>6,166,396.47</b>	<b>(2,374.17)</b>	<b>153,558.40</b>	<b>7,616,672.52</b>	<b>194,600,705.95</b>

Certificates of Deposit  
Total in Pools  
Total in Money Market  
Total in Fed Agencies  
Bayerische Landesbank GIC  
Total Invested

William Chapman, CFO

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



# INVESTMENTS by FUND

Balance  
May 31, 2010

<b>Additional Projects Fund</b>			
Fidelity	861.23	861.23	
<b>Food Fund</b>			
Fidelity	12.34	12.34	
<b>Renewal &amp; Replacement Fund</b>			
TexSTAR	152,755.03		45,665,260.71
Fidelity	0.90		3,100,000.00
Agencies	500,208.34	652,964.27	7,047,123.71
<b>TxDOT Grant Fund</b>			
TexSTAR	7,278,953.35		30,017,954.45
Fidelity	2,886.83		
CD's	100,000.00		
Agencies	2,998,625.00	10,380,465.18	
<b>Subordinate Lien DS Fund 05</b>			
Fidelity	7,880.01	7,880.01	
<b>Debt Service Reserve Fund 05</b>			
TexSTAR	5,817,340.78		
Fidelity	83,311.34		
CD's	3,000,000.00		
Agencies	5,062,528.09	13,963,180.21	
<b>Debt Service Fund 05</b>			
Fidelity	3,252,159.20	3,252,159.20	
<b>2010 Senior Lien DSF</b>			
TexSTAR	2,065.79	2,065.79	
<b>Other Obligations Fund</b>			
Fidelity	12,494.39	12,494.39	
<b>Operating Fund</b>			
TexSTAR	94,638.01		
TexSTAR-Trustee	102,345.54		
Fidelity	1,000,010.52		
Region's SIB Loan MMA	30,017,954.45	31,214,948.52	
<b>Revenue Fund</b>			
TexSTAR	619.98		
Fidelity	800,978.22	801,598.20	
<b>General Fund</b>			
TexSTAR	7,840,136.29		
Fidelity	1,361,169.28	9,201,305.57	
<b>2010 Senior Lien Cost of Issuance</b>			
Fidelity	0.06	0.06	
<b>2010-1 Sub Lien Cost of Issuance</b>			
TexSTAR	2,751.06	2,751.06	
<b>2010 Senior Lien Capitalized Interest</b>			
TexSTAR	840.58		
Bayerische GIC	9,535,480.21	9,536,320.79	
<b>2010-1 Sub Lien Capitalized Interest</b>			
TexSTAR	419.18		
Bayerische GIC	4,752,056.29	4,752,475.47	
<b>2010-2 Sub Lien Capitalized Interest</b>			
TexSTAR	126.51		
Bayerische GIC	1,434,230.45	1,434,356.96	
<b>2010-1 Sub Lien Projects Fund</b>			
TexSTAR	868,943.70		
Bayerische GIC	22,205,313.61	23,074,257.31	
<b>2010 Senior Lien Debt Service Reserve Fund</b>			
TexSTAR	9,491,632.03	9,491,632.03	
<b>2010-2 Sub Lien Debt Service Reserve Fund</b>			
TexSTAR	1,000,385.86	1,000,385.86	
<b>2010-1 Sub Lien Debt Service Reserve Fund</b>			
TexSTAR	3,501,350.50	3,501,350.50	
<b>183A/290E Project Acct</b>			
TexSTAR	9,504,465.91		
Fidelity	510,902.85	10,015,368.76	
<b>2010 Senior Lien Construction Fund</b>			
TexSTAR	5,490.61		
Fidelity	14,456.54		
Bayerische GIC	62,281,925.09	62,301,872.24	
		\$ 194,600,705.95	





## Monthly Newsletter - May 2010

### Performance

#### As of May 31, 2010

#### May Averages

Current Invested Balance	\$5,182,297,968.35	Average Invested Balance	\$5,347,224,982.85
Weighted Average Maturity (1)	44 Days	Average Monthly Yield, on a simple basis	0.1838%
Weighted Average Maturity (2)	72 Days	Average Weighted Average Maturity (1)*	47 Days
Net Asset Value	1.000094	Average Weighted Average Maturity (2)*	74 Days
Total Number of Participants	711		
Management Fee on Invested Balance	0.05%*		
Interest Distributed	\$1,063,597.26		
Management Fee Collected	\$229,218.24		
% of Portfolio Invested Beyond 1 Year	4.11%		
Standard & Poor's Current Rating	AAAm		

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

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

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

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

### New Participants

We would like to welcome the following entities who joined the TexSTAR program in May:

★ Gaines County

### News

**Holiday Reminder** - In observance of *Independence Day*, **TexSTAR will be closed on Monday, July 5, 2010**. All ACH transactions initiated on Friday, July 2nd will settle on Tuesday, July 6th. Notification of any early transaction deadlines on the business day preceding this holiday will be sent by email to the primary contact on file for all TexSTAR participants. Please plan accordingly for your liquidity needs.

### Economic Commentary

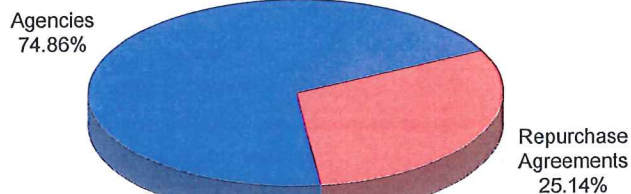
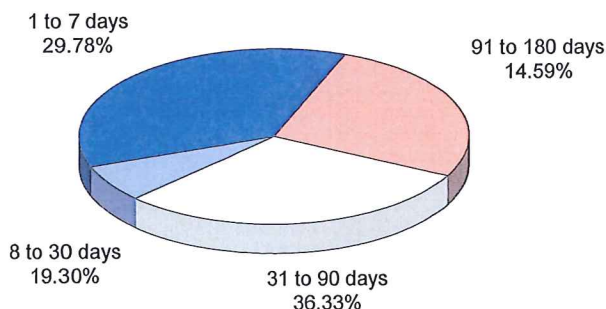
The ongoing debt crisis in the eurozone plagued global markets this month. Even after the announcement of the €750 billion bailout package, the European Sovereign Debt crisis is far from over, and the overall economic picture in Europe still remains bleak. Ongoing uncertainty over how exactly the crisis is ultimately resolved may mean that global markets, even markets in those countries currently enjoying solid cyclical recoveries, may struggle to break convincingly higher. Although the global economic environment has grown more volatile over the last month many drivers of the U.S. economy's recovery remain intact. Stabilization in intermediate goods and a firming of domestic confidence have resulted in steadying intermediate prices, strong retail sales and positive job hiring throughout the first quarter of this year. Overcapacity remains a significant influence on both companies' investment decisions and timing of the Federal Reserve's withdrawal of "exceptionally low" interest rates. Additional government stimulus via unemployment benefits or housing initiatives would augment monetary policy that is nearly fully extended. However, investors' uncertainty regarding the effectiveness of fiscal stimulus will drive confidence in government debt markets, as a fine balance must be struck between generating sustainable growth and achieving fiscal austerity. The Federal Reserve will likely be on hold through 2010, although it may begin balance sheet management operations, such as reverse repos and term deposits, well before its first interest rate hike. Neither of its two mandates will be satisfied in the near term. Moreover, elements of the credit channel, such as interbank lending, have become strained again. The Federal Reserve re-opened its swap lines recently in an effort to anticipate emergency needs for dollar funding. It is clear that central banks globally have a better understanding of how and when to coordinate to protect fragile financial markets. However, if needed, central banks are unable to ease policy substantially further. Governments are unable to provide significant fiscal incentives due to the growing investor distrust over high deficits and large quantities of domestic debt. The Federal Reserve is, therefore, left only with the option of seeking to ensure that inflation expectations remain anchored. It will do this primarily by utilizing its balance sheet operations while waiting for the economies to grow themselves out of high debt levels and substantial slack.

This information is an excerpt from an economic report dated May 2010 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

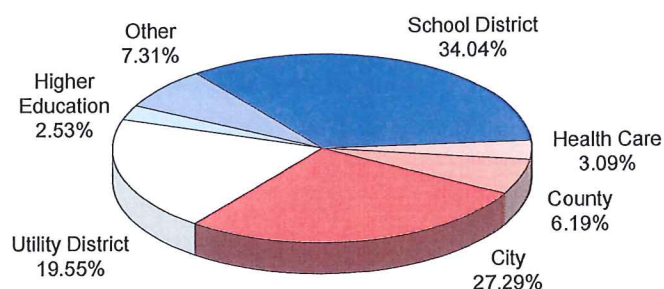
*For more information about TexSTAR, please visit our web site at [www.texstar.org](http://www.texstar.org).*

## Information at a Glance

### Portfolio by Type of Investment As of May 31, 2010



### Portfolio by Maturity As of May 31, 2010



### Distribution of Participants by Type As of May 31, 2010

## Historical Program Information

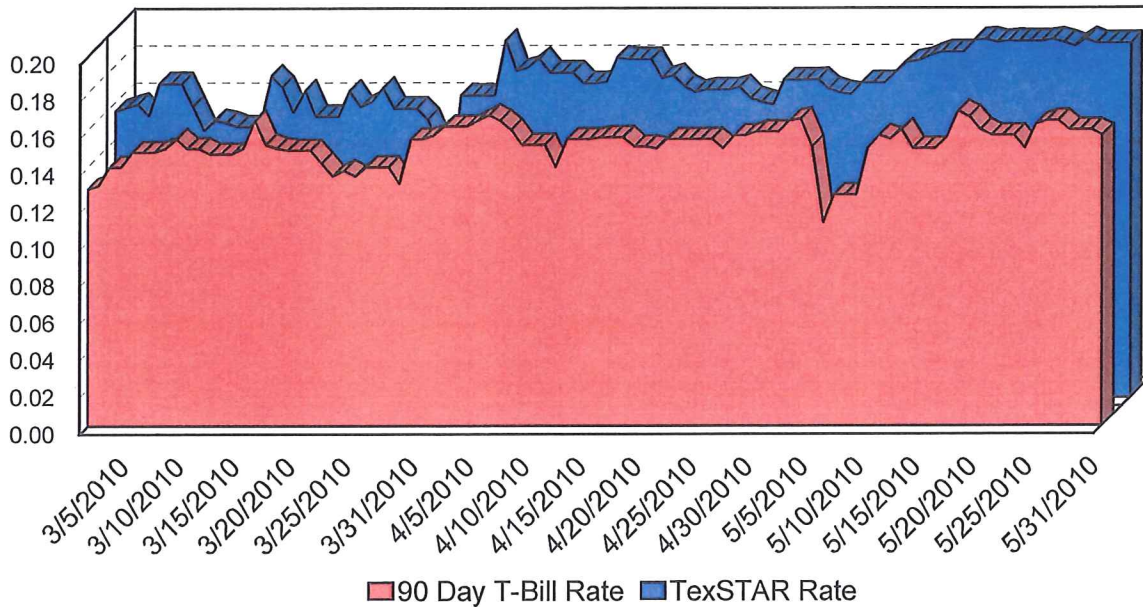
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
May 10	0.1838%	\$5,182,297,968.35	\$ 5,182,789,855.09	1.000094	47	74	711
Apr 10	0.1721%	5,339,490,225.82	5,339,710,431.56	1.000035	51	80	710
Mar 10	0.1552%	5,631,610,152.45	5,632,064,660.25	1.000080	52	75	705
Feb 10	0.1453%	6,054,214,913.66	6,054,862,055.15	1.000106	46	68	704
Jan 10	0.1604%	5,840,134,270.14	5,841,215,764.12	1.000185	44	62	702
Dec 09	0.1888%	5,407,637,704.81	5,408,888,081.88	1.000223	49	69	701
Nov 09	0.1986%	5,098,729,406.85	5,100,566,153.33	1.000360	53	73	699
Oct 09	0.2095%	5,268,497,948.76	5,270,536,424.50	1.000384	49	71	696
Sep 09	0.2629%	5,340,224,912.87	5,342,464,587.80	1.000419	48	71	695
Aug 09	0.3089%	5,139,063,427.24	5,141,481,459.68	1.000470	49	75	693
Jul 09	0.3232%	5,376,443,555.63	5,378,994,696.96	1.000467	47	75	687
Jun 09	0.3693%	5,656,879,809.73	5,659,853,015.76	1.000525	47	76	684
May 09	0.4462%	5,532,083,366.30	5,535,302,549.55	1.000581	46	75	679

## Portfolio Asset Summary as of May 31, 2010

	Book Value	Market Value
Uninvested Balance	\$ 573.99	\$ 573.99
Accrual of Interest Income	513,378.78	513,378.78
Interest and Management Fees Payable	(1,113,161.18)	(1,113,161.18)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreements	1,303,090,000.00	1,303,090,000.00
Government Securities	3,879,807,176.76	3,880,299,063.50
<b>Total</b>	<b>\$ 5,182,297,968.35</b>	<b>\$ 5,182,789,855.09</b>

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

# TexSTAR versus 90-Day Treasury Bill



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

## Daily Summary for May 2010

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
5/1/2010	0.1720%	0.000004713	\$5,339,490,225.82	1.000035	49	77
5/2/2010	0.1720%	0.000004713	\$5,339,490,225.82	1.000035	49	77
5/3/2010	0.1722%	0.000004718	\$5,356,139,213.24	1.000035	48	76
5/4/2010	0.1671%	0.000004578	\$5,371,531,591.93	1.000066	48	75
5/5/2010	0.1651%	0.000004522	\$5,427,154,045.50	1.000066	48	75
5/6/2010	0.1642%	0.000004499	\$5,429,221,359.11	1.000088	49	74
5/7/2010	0.1705%	0.000004672	\$5,370,428,970.62	1.000088	47	74
5/8/2010	0.1705%	0.000004672	\$5,370,428,970.62	1.000088	47	74
5/9/2010	0.1705%	0.000004672	\$5,370,428,970.62	1.000088	47	74
5/10/2010	0.1762%	0.000004827	\$5,324,205,865.95	1.000043	50	77
5/11/2010	0.1815%	0.000004972	\$5,325,476,147.53	1.000037	49	76
5/12/2010	0.1824%	0.000004997	\$5,387,494,037.74	1.000043	50	76
5/13/2010	0.1849%	0.000005065	\$5,401,762,218.26	1.000042	49	75
5/14/2010	0.1870%	0.000005123	\$5,504,169,356.87	1.000047	48	73
5/15/2010	0.1870%	0.000005123	\$5,504,169,356.87	1.000047	48	73
5/16/2010	0.1870%	0.000005123	\$5,504,169,356.87	1.000047	48	73
5/17/2010	0.1934%	0.000005298	\$5,398,538,823.52	1.000068	49	74
5/18/2010	0.1938%	0.000005309	\$5,398,303,074.25	1.000085	48	73
5/19/2010	0.1923%	0.000005269	\$5,411,253,140.92	1.000094	48	73
5/20/2010	0.1929%	0.000005285	\$5,396,792,041.30	1.000086	48	74
5/21/2010	0.1928%	0.000005283	\$5,306,398,036.24	1.000091	46	72
5/22/2010	0.1928%	0.000005283	\$5,306,398,036.24	1.000091	46	72
5/23/2010	0.1928%	0.000005283	\$5,306,398,036.24	1.000091	46	72
5/24/2010	0.1937%	0.000005306	\$5,290,940,701.51	1.000089	46	71
5/25/2010	0.1922%	0.000005267	\$5,315,993,233.94	1.000083	46	70
5/26/2010	0.1901%	0.000005207	\$5,313,815,973.26	1.000089	46	71
5/27/2010	0.1938%	0.000005309	\$5,264,191,584.06	1.000088	46	73
5/28/2010	0.1916%	0.000005249	\$5,182,297,968.35	1.000094	44	72
5/29/2010	0.1916%	0.000005249	\$5,182,297,968.35	1.000094	44	72
5/30/2010	0.1916%	0.000005249	\$5,182,297,968.35	1.000094	44	72
5/31/2010	0.1916%	0.000005249	\$5,182,297,968.35	1.000094	44	72
<b>Average</b>	<b>0.1838%</b>	<b>0.000005035</b>	<b>\$5,347,224,982.85</b>		<b>47</b>	<b>74</b>

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



### **TexSTAR Board Members**

*William Chapman*

*Nell Lange*

*Melinda Garrett*

*Michael Bartolotta*

*Will Williams*

*Hardy Browder*

*Oscar Cardenas*

*Stephen Fortenberry*

*S. Renee Tidwell*

*Monte Mercer*

*Becky Brooks*

*Len Santow*

*Central Texas Regional Mobility Authority*

*City of Frisco*

*Houston ISD*

*First Southwest Company*

*JP Morgan Chase*

*City of Cedar Hill*

*Northside ISD*

*McKinney ISD*

*Tarrant County*

*North Central TX Council of Government*

*Government Resource Associates, LLC*

*Griggs & Santow*

*Governing Board President*

*Governing Board Vice President*

*Governing Board Treasurer*

*Governing Board Secretary*

*Governing Board Asst. Sec./Treas.*

*Advisory Board*

*Advisory Board*

*Advisory Board*

*Advisory Board*

*Advisory Board*

*Advisory Board*

*Advisory Board*

**FirstSouthwest**  
A PlainsCapital Company



**J.P.Morgan**  
Asset Management

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

**RESOLUTION NO. 10-63**

**RESOLUTION AUTHORIZING A CONTRACT TO ACQUIRE CERTAIN  
PROPERTY IN TRAVIS COUNTY FOR THE US 290 EAST TOLL PROJECT  
(Parcel 9A)**

WHEREAS, pursuant to and under the authority of Subchapter E, Chapter 370, Texas Transportation Code, its Resolution 10-50, and other applicable law, the Central Texas Regional Mobility Authority (“CTRMA”) found and determined that to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways and the roadways of the State of Texas, public convenience and necessity requires acquisition of fee simple title to that certain 0.770 acres described by metes and bounds in the Real Estate Contract attached as Exhibit “A” to this Resolution (the “Subject Property”), owned by 1825 FORTVIEW, INC. (the “Owner”), for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of the US 290 East Toll Project (the “Project”), as a part of the improvements to the Project; and

WHEREAS, an independent, professional appraisal report of the Subject Property has been submitted to the CTRMA, and an amount has been established to be just compensation for the property rights to be acquired; and

WHEREAS, the Executive Director of the CTRMA, through agents employed or contracted with the CTRMA, has transmitted an official written offer to the Owner, based on the amount determined to be just compensation, and has entered into good faith negotiations with the Owner of the Subject Property to acquire the Subject Property; and

WHEREAS, the Executive Director and the Owner have agreed on the amount determined to be just compensation and damages, if any, due to said Owner for the Subject Property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the CTRMA that the Executive Director is specifically authorized and directed to execute a contract to purchase the Subject Property in the form or substantially the same form attached as Exhibit “A” together with all associated documents necessary to acquire the fee simple interest in the Subject Property, for a total contract acquisition price of \$580,077.00.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30<sup>th</sup> day of June, 2010.

Submitted and reviewed by:



Andrew Martin, General Counsel  
Central Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 10-63  
Date Passed: 6/30/10

**Exhibit A: Real Estate Contract for Parcel 9A**

**REAL ESTATE CONTRACT**  
Highway 290E Right of Way

State of Texas  
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by 1825 FORTVIEW, INC. (referred to in this Contract as "Seller") and the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

**ARTICLE I**  
**PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.770 acre tract of land, more or less, out of the H.T. Davis Survey No. 30, Abstract No. 214, Travis County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 9A);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibit "A", for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

**ARTICLE II**  
**PURCHASE PRICE**

Purchase Price

2.01. The purchase price for the Property, and any damages or cost to cure for the remaining property of Seller, shall be the sum of FIVE HUNDRED EIGHTY THOUSAND AND SEVENTY SEVEN AND 00/100 Dollars (\$580,077.00).



Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the closing.

**ARTICLE III  
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing.)

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES  
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the closing date, to the best of Seller's knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V**  
**CLOSING**  
Closing Date

5.01. The closing shall be held at the office of Heritage Title Company on or before July 30, 2010, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "closing date").

Seller's Obligations at Closing

5.02. At the closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed conveying good and marketable title to the State of Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the purchase price, insuring Purchaser's title to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record;" and
- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable."
- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the purchase price and additional compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the closing date and shall be adjusted in cash at the closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

**ARTICLE VI  
BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII  
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII  
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Central Texas Regional Mobility Authority, which date is indicated beneath the Executive Director's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile may be considered effective as originals for purposes of this Contract.

**SELLER:**

1825 FORTVIEW, INC.

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

Address: \_\_\_\_\_

Its: \_\_\_\_\_

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

\_\_\_\_\_

**PURCHASER:**

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

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

Address: 301 Congress Ave.  
Suite 650  
Austin, Texas 78701

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

**RESOLUTION NO. 10-64**

**RESOLUTION AUTHORIZING A CONTRACT TO ACQUIRE CERTAIN  
PROPERTY IN TRAVIS COUNTY FOR THE US 290 EAST TOLL PROJECT  
(Parcel 9B)**

WHEREAS, pursuant to and under the authority of Subchapter E, Chapter 370, Texas Transportation Code, its Resolution 10-51, and other applicable law, the Central Texas Regional Mobility Authority ("CTRMA") found and determined that to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways and the roadways of the State of Texas, public convenience and necessity requires acquisition of fee simple title to that certain 0.805 acres described by metes and bounds in the Real Estate Contract attached as Exhibit "A" to this Resolution (the "Subject Property"), owned by 1825 FORTVIEW, INC. (the "Owner"), for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of the US 290 East Toll Project (the "Project"), as a part of the improvements to the Project; and

WHEREAS, an independent, professional appraisal report of the Subject Property has been submitted to the CTRMA, and an amount has been established to be just compensation for the property rights to be acquired; and

WHEREAS, the Executive Director of the CTRMA, through agents employed or contracted with the CTRMA, has transmitted an official written offer to the Owner, based on the amount determined to be just compensation, and has entered into good faith negotiations with the Owner of the Subject Property to acquire the Subject Property; and

WHEREAS, the Executive Director and the Owner have agreed on the amount determined to be just compensation and damages, if any, due to said Owner for the Subject Property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the CTRMA that the Executive Director is specifically authorized and directed to execute a contract to purchase the Subject Property in the form or substantially the same form attached as Exhibit "A" together with all associated documents necessary to acquire the fee simple interest in the Subject Property, for a total contract acquisition price of \$615,528.00.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30<sup>th</sup> day of June, 2010.

Submitted and reviewed by:



Andrew Martin, General Counsel  
Central Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 10-64  
Date Passed: 6/30/10



**Exhibit A: Real Estate Contract for Parcel 9B**

**REAL ESTATE CONTRACT**  
Highway 290E Right of Way

State of Texas  
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by 1825 FORTVIEW, INC. (referred to in this Contract as "Seller") and the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

**ARTICLE I**  
**PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.805 acre tract of land, more or less, out of the H.T. Davis Survey No. 30, Abstract No. 214, Travis County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 9B);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibit "A", for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

**ARTICLE II**  
**PURCHASE PRICE**

Purchase Price

2.01. The purchase price for the Property, and any damages or cost to cure for the remaining property of Seller, shall be the sum of SIX HUNDRED FIFTEEN THOUSAND FIVE HUNDRED TWENTY EIGHT AND 00/100 Dollars (\$615,528.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the closing.

**ARTICLE III  
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing.)

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES  
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the closing date, to the best of Seller's knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V**  
**CLOSING**  
Closing Date

5.01. The closing shall be held at the office of Heritage Title Company on or before July 30, 2010, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "closing date").

Seller's Obligations at Closing

5.02. At the closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed conveying good and marketable title to the State of Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the purchase price, insuring Purchaser's title to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record;" and
- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable."
- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the purchase price and additional compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the closing date and shall be adjusted in cash at the closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

**ARTICLE VI  
BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII  
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII  
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Central Texas Regional Mobility Authority, which date is indicated beneath the Executive Director's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile may be considered effective as originals for purposes of this Contract.

**SELLER:**

1825 FORTVIEW, INC.

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

Address: \_\_\_\_\_

Its: \_\_\_\_\_

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

\_\_\_\_\_

**PURCHASER:**

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

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

Address: 301 Congress Ave.  
Suite 650  
Austin, Texas 78701



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

**RESOLUTION NO. 10-65**

**RESOLUTION AUTHORIZING A CONTRACT TO ACQUIRE CERTAIN  
PROPERTY IN TRAVIS COUNTY FOR THE US 290 EAST TOLL PROJECT  
(Parcel 10A)**

WHEREAS, pursuant to and under the authority of Subchapter E, Chapter 370, Texas Transportation Code, its Resolution 10-52, and other applicable law, the Central Texas Regional Mobility Authority ("CTRMA") found and determined that to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways and the roadways of the State of Texas, public convenience and necessity requires acquisition of fee simple title to that certain 0.870 acres described by metes and bounds in the Real Estate Contract attached as Exhibit "A" to this Resolution (the "Subject Property"), owned by JIMMY NASSOUR (the "Owner"), for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of the US 290 East Toll Project (the "Project"), as a part of the improvements to the Project; and

WHEREAS, an independent, professional appraisal report of the Subject Property has been submitted to the CTRMA, and an amount has been established to be just compensation for the property rights to be acquired; and

WHEREAS, the Executive Director of the CTRMA, through agents employed or contracted with the CTRMA, has transmitted an official written offer to the Owner, based on the amount determined to be just compensation, and has entered into good faith negotiations with the Owner of the Subject Property to acquire the Subject Property; and

WHEREAS, the Executive Director and the Owner have agreed on the amount determined to be just compensation and damages, if any, due to said Owner for the Subject Property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the CTRMA that the Executive Director is specifically authorized and directed to execute a contract to purchase the Subject Property in the form or substantially the same form attached as Exhibit "A" together with all associated documents necessary to acquire the fee simple interest in the Subject Property, for a total contract acquisition price of \$585,468.00.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30<sup>th</sup> day of June, 2010.

Submitted and reviewed by:



Andrew Martin, General Counsel  
Central Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 10-65  
Date Passed: 6/30/10

**Exhibit A: Real Estate Contract for Parcel 10A**

**REAL ESTATE CONTRACT**  
Highway 290E Right of Way

State of Texas  
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by JIMMY NASSOUR (referred to in this Contract as "Seller") and the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

**ARTICLE I**  
**PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.870 acre tract of land, more or less, out of the H.T. Davis Survey No. 30, Abstract No. 214, Travis County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 10A);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibit "A", for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

**ARTICLE II**  
**PURCHASE PRICE**

Purchase Price

2.01. The purchase price for the Property, and any damages or cost to cure for the remaining property of Seller, shall be the sum of FIVE HUNDRED EIGHTY FIVE THOUSAND FOUR HUNDRED SIXTY EIGHT AND 00/100 Dollars (\$585,468.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the closing.

**ARTICLE III  
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing.)

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES  
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the closing date, to the best of Seller's knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V**  
**CLOSING**  
Closing Date

5.01. The closing shall be held at the office of Heritage Title Company on or before July 30, 2010, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "closing date").

Seller's Obligations at Closing

5.02. At the closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed conveying good and marketable title to the State of Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the purchase price, insuring Purchaser's title to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record;" and
- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable."
- (d) Deliver to Purchaser possession of the Property if not previously done.

### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the purchase price and additional compensation.

#### Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the closing date and shall be adjusted in cash at the closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

#### Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

### **ARTICLE VI BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII  
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII  
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded



8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Central Texas Regional Mobility Authority, which date is indicated beneath the Executive Director's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile may be considered effective as originals for purposes of this Contract.

**SELLER:**

\_\_\_\_\_  
Jimmy Nassour

Address: \_\_\_\_\_

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

\_\_\_\_\_

**PURCHASER:**

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

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

Address: 301 Congress Ave.  
Suite 650  
Austin, Texas 78701

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

**RESOLUTION NO. 10-66**

**RESOLUTION AUTHORIZING A CONTRACT TO ACQUIRE CERTAIN  
PROPERTY IN TRAVIS COUNTY FOR THE US 290 EAST TOLL PROJECT  
(Parcel 10B)**

WHEREAS, pursuant to and under the authority of Subchapter E, Chapter 370, Texas Transportation Code, its Resolution 10-53, and other applicable law, the Central Texas Regional Mobility Authority ("CTRMA") found and determined that to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways and the roadways of the State of Texas, public convenience and necessity required acquisition of fee simple title to that certain 0.682 acres described by metes and bounds in the Real Estate Contract attached as Exhibit "A" to this Resolution (the "Subject Property"), owned by JIMMY NASSOUR (the "Owner"), for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of the US 290 East Toll Project (the "Project"), as a part of the improvements to the Project; and

WHEREAS, an independent, professional appraisal report of the Subject Property has been submitted to the CTRMA, and an amount has been established to be just compensation for the property rights to be acquired; and

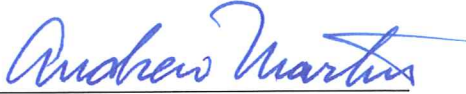
WHEREAS, the Executive Director of the CTRMA, through agents employed or contracted with the CTRMA, has transmitted an official written offer to the Owner, based on the amount determined to be just compensation, and has entered into good faith negotiations with the Owner of the Subject Property to acquire the Subject Property; and

WHEREAS, the Executive Director and the Owner have agreed on the amount determined to be just compensation and damages, if any, due to said Owner for the Subject Property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the CTRMA that the Executive Director is specifically authorized and directed to execute a contract to purchase the Subject Property in the form or substantially the same form attached as Exhibit "A" together with all associated documents necessary to acquire the fee simple interest in the Subject Property, for a total contract acquisition price of \$470,181.00.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30<sup>th</sup> day of June, 2010.

Submitted and reviewed by:



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

Approved:



Ray A. Wilkerson  
Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 10-66  
Date Passed: 6/30/10

**Exhibit A: Real Estate Contract for Parcel 10B**

**REAL ESTATE CONTRACT**  
Highway 290E Right of Way

State of Texas  
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by JIMMY NASSOUR (referred to in this Contract as "Seller") and the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

**ARTICLE I**  
**PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.682 acre tract of land, more or less, out of the H.T. Davis Survey No. 30, Abstract No. 214, Travis County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 10B);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibit "A", for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

**ARTICLE II**  
**PURCHASE PRICE**

Purchase Price

2.01. The purchase price for the Property, and any damages or cost to cure for the remaining property of Seller, shall be the sum of FOUR HUNDRED SEVENTY THOUSAND ONE HUNDRED EIGHTY ONE AND 00/100 Dollars (\$470,181.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the closing.

**ARTICLE III  
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing.)

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES  
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the closing date, to the best of Seller's knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V**  
**CLOSING**  
Closing Date

5.01. The closing shall be held at the office of Heritage Title Company on or before July 30, 2010, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "closing date").

Seller's Obligations at Closing

5.02. At the closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed conveying good and marketable title to the State of Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the purchase price, insuring Purchaser's title to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record;" and
- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable."
- (d) Deliver to Purchaser possession of the Property if not previously done.



### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the purchase price and additional compensation.

#### Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the closing date and shall be adjusted in cash at the closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

#### Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

### **ARTICLE VI BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII  
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII  
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

### Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

### Time of Essence

8.06. Time is of the essence in this Contract.

### Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

### Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

### Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

### Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Central Texas Regional Mobility Authority, which date is indicated beneath the Executive Director's signature below.

### Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile may be considered effective as originals for purposes of this Contract.

**SELLER:**

\_\_\_\_\_  
Jimmy Nassour

Address: \_\_\_\_\_

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

\_\_\_\_\_

**PURCHASER:**

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

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

Address: 301 Congress Ave.  
Suite 650  
Austin, Texas 78701

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

**RESOLUTION NO. 10-67**

**RESOLUTION AUTHORIZING ACQUISITION OF PROPERTY RIGHTS BY  
AGREEMENT OR CONDEMNATION OF CERTAIN PROPERTY IN TRAVIS  
COUNTY FOR THE US 290 EAST TOLL PROJECT  
(Parcel 10C)**

WHEREAS, pursuant to and under the authority of Subchapter E, Chapter 370, Texas Transportation Code and other applicable law, the Central Texas Regional Mobility Authority ("CTRMA") has found and determined that to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways and the roadways of the State of Texas, public convenience and necessity requires acquisition of fee simple title to that certain 0.009 acres described by metes and bounds in Exhibit "A" to this Resolution (the "Subject Property"), owned by Ernest Karam, Trustee (the "Owner"), for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of the US 290 East Toll Project (the "Project"), as a part of the improvements to the Project, but excluding all the oil, gas, and sulphur which can be removed from beneath the Subject Property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of the Subject Property for the purpose of exploring, developing, or mining of the same, and that such constructing, reconstructing, maintaining, widening, straightening, lengthening, and operating of the Project shall extend across and upon, and will cross, run through, and be upon the Subject Property; and

WHEREAS, an independent, professional appraisal report of the Subject Property has been submitted to the CTRMA, and an amount has been established to be just compensation for the property rights to be acquired; and

WHEREAS, the Executive Director of the CTRMA, through agents employed or contracted with the CTRMA, has transmitted an official written offer to the Owner, based on the amount determined to be just compensation, and has entered into good faith negotiations with the Owner of the Subject Property to acquire the Subject Property; and

WHEREAS, as of the date of this Resolution, the Executive Director and the Owner have failed to agree on the amount determined to be just compensation and damages, if any, due to said Owner for the Subject Property; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the CTRMA that the Executive Director is specifically authorized and directed to acquire the Subject Property and all leasehold interests in the Subject Property for the Project by agreement, subject to approval of the purchase contract by the Board of Directors of the CTRMA; and

BE IT FURTHER RESOLVED that at such time as the Executive Director concludes that further negotiations with Owner to acquire the Subject Property by agreement would be futile, the Executive Director or his designee is hereby authorized and directed to file or cause to be filed a suit in eminent domain to acquire the property interests for the aforesaid purposes against the Owner and the owners of any interest in, and the holders of any lien secured by, the Subject Property, the Subject Property described in the attached Exhibit "A" to this Resolution; and

BE IT FURTHER RESOLVED that the Executive Director or his designee is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners.

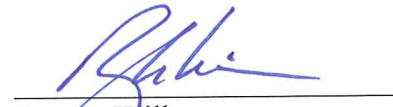
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30<sup>th</sup> day of June, 2010.

Submitted and reviewed by:



Andrew Martin, General Counsel  
Central Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 10-67  
Date Passed: 06/30/10

**Exhibit A: Description of Parcel 10C**

**Exhibit B: Description of Parcel 3**



**EXHIBIT** \_\_\_\_

**County:** Travis  
**Parcel No.:** 10C  
**Highway:** U.S. Highway 290  
**Project Limits:** From: E of US 183  
                          To: E of SH 130  
**Right of Way CSJ:** 0114-02-085

**PROPERTY DESCRIPTION FOR PARCEL 10C**

DESCRIPTION OF 0.009 OF ONE ACRE (397 SQUARE FEET) OF LAND OUT OF THE H.T. DAVIS SURVEY NO. 30, ABSTRACT NO. 214, IN AUSTIN, TRAVIS COUNTY, TEXAS, SAME BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 2.96 ACRES IN A DEED TO ERNEST KARAM, TRUSTEE, OF RECORD IN DOCUMENT 2006009022, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.009 OF ONE ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set with a TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) aluminum cap to be replaced by a TxDOT Type II concrete monument after acquisition, 360.97 feet right of U.S. 290 Engineer's Baseline Station 288+19.92, same being in the southeast line of said Lot 3 and said Karam tract and in the existing northwest ROW line of Springdale Road, a public ROW for which no record information was found, from which a 1/2" iron rod found at the south corner of said Lot 3 and said Karam tract and the east corner of Tract 1, Springdale Road Commercial No. 2, a subdivision of record in Book 78, Page 194, Plat Records, Travis County, Texas, said Tract 1 being described in a deed to Austin Nelson Company, Inc., of record in Volume 6769, Page 554, Deed Records, Travis County, Texas, bears S27°50'09"W 284.52 feet;

THENCE, with the northwest line of this tract, and the proposed northwest ROW line of Springdale Road, crossing said Lot 3 and said Karam tract, the following two (2) courses numbered 1 and 2;

- 1) **N24°54'07"E 120.52 feet** to a 1/2" iron rod set with a TxDOT aluminum cap to be replaced by a TxDOT Type II concrete monument after acquisition, 257.51 feet right of U.S. 290 Engineer's Baseline Station 288+81.74; and

**EXHIBIT** \_\_\_\_

- 2) **N34°04'18"W 2.08 feet** to a 1/2" iron rod set with a TxDOT aluminum cap, 255.68 feet right of U.S. 290 Engineer's Baseline Station 288+80.76 at the northwest corner of this tract, same being in the north line of said Lot 3 and said Karam tract and the south line of Lot 1, Fairmont Foods Subdivision No. 1, a subdivision of record in Book 82, Page 23, Plat Records, Travis County, Texas and the south line of that tract described as Tract 1 in a deed to Speedy Stop Food Stores, Ltd., of record in Document Number 2002105076, Official Public Records, Travis County, Texas from which a 1/2" iron rod found at the southwest corner of said Lot 1, Fairmont Foods Subdivision No. 1 and said Speedy Stop Food Stores, Ltd. Tract 1, being the southeast corner of that tract described as Tract 2 in said deed to Speedy Stop Food Stores, Ltd. and the southeast corner of Lot 1 of Speedy Stop No. 216, a subdivision of record in Document Number 200300338, Official Public Records, Travis County, Texas, also being an angle point in said north line of Lot 3 and Karam tract, bears **S87°26'47"W 118.55 feet**;
  
- 3) **THENCE**, with the north line of this tract, said Lot 3, and said Karam tract and the south line of Lot 1, Fairmont Foods subdivision, **N87°26'47"E**, passing at 3.48 feet a calculated point at the southeast corner of said Lot 1, Fairmont Foods, and said Speedy Stop tract and the southwest corner of a 5 foot wide Street Dedication as dedicated by plat of said Fairmont Foods subdivision and the existing northwest ROW line of Springdale Road, continuing with the south line of said 5 foot wide Street Dedication, 5.80 feet for a total distance of **9.28 feet** to a calculated point at the northeast corner of this tract, said Lot 3, and said Karam tract;

**EXHIBIT** \_\_\_\_

4) THENCE, with the southeast line of this tract, said Lot 3, and said Karam tract and the existing northwest ROW line of Springdale Road, **S27°50'09"W 126.04 feet** to the POINT OF BEGINNING and containing 0.009 of one acre within these metes and bounds, more or less.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83(93) HARN. All distances and coordinates were adjusted to surface using a combined scale factor of 1.00011.

ACCESS MAY BE PERMITTED TO AND FROM THE TRANSPORTATION FACILITY ACROSS THE PROPOSED RIGHT-OF-WAY LINE AS DESCRIBED HEREIN, BEING THE COMMON BOUNDARY LINE BETWEEN THE PROPOSED U.S. 290 HIGHWAY FACILITY AND THE REMAINDER OF THE ABUTTING PROPERTY.

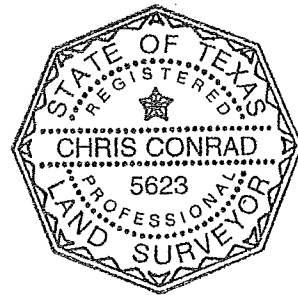
**STATE OF TEXAS**        §  
                                         §        **KNOW ALL MEN BY THESE PRESENTS:**  
**COUNTY OF TRAVIS**   §

That I, Chris Conrad, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 5th day of March, 2010 A.D.

SURVEYED BY:

**McGRAY & McGRAY LAND SURVEYORS, INC.**  
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591



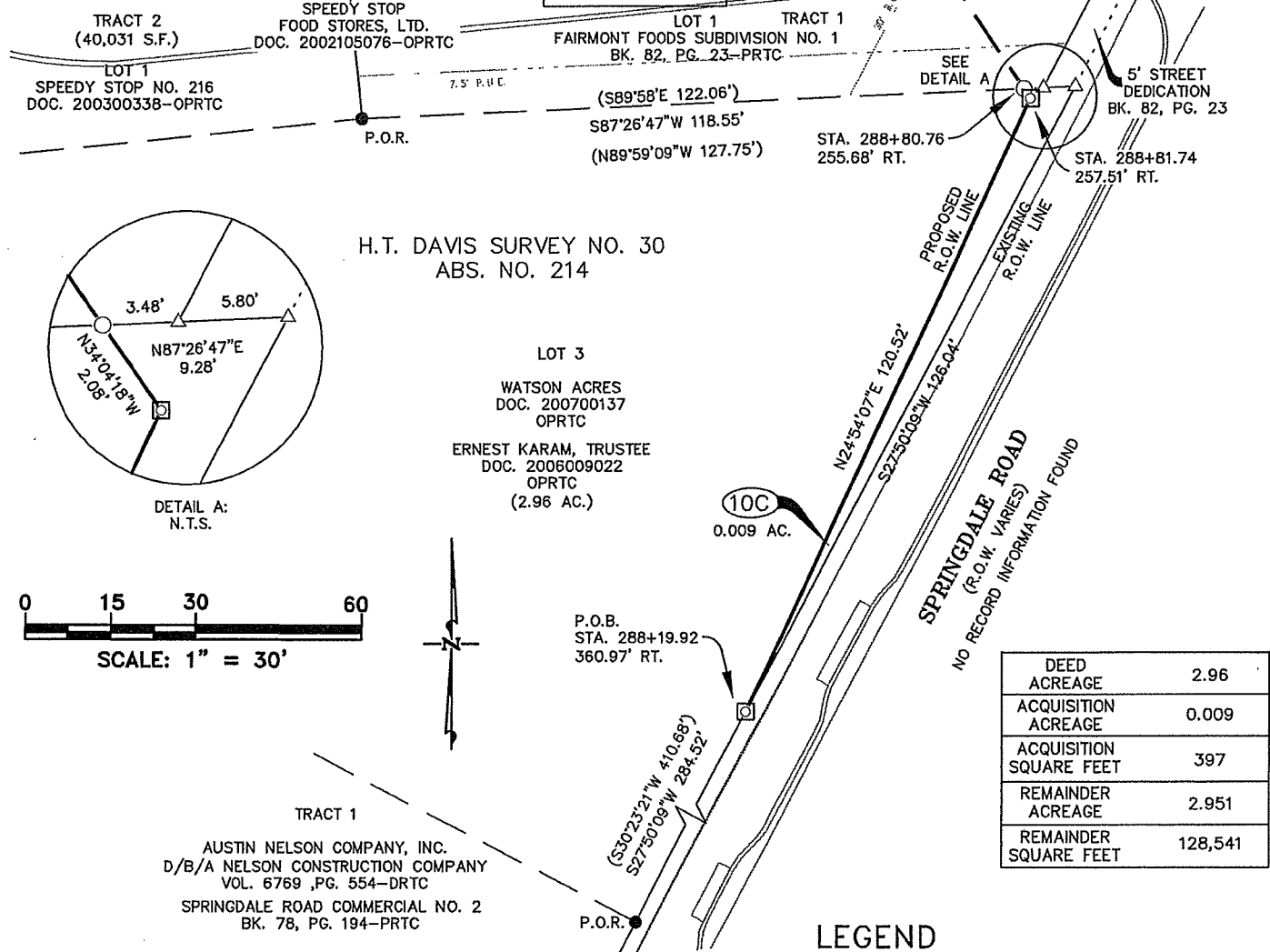
A handwritten signature in black ink, appearing to read "Chris Conrad", written over a horizontal line.

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Note: There is a plat to accompany this description. US 290 P10C

Issued 02/27/09;

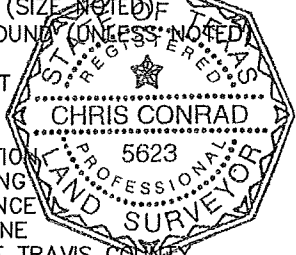
Revised 5/15/09; 7/17/09; 9/16/09; 12/4/09, 3/5/10



DEED ACREAGE	2.96
ACQUISITION ACREAGE	0.009
ACQUISITION SQUARE FEET	397
REMAINDER ACREAGE	2.951
REMAINDER SQUARE FEET	128,541

LEGEND

- TXDOT TYPE I CONCRETE MONUMENT FOUND
- TXDOT TYPE II CONCRETE MONUMENT FOUND
- ⊠ 1/2" IRON ROD SET WITH TXDOT ALUM. CAP TO BE REPLACED WITH A TXDOT TYPE II CONCRETE MONUMENT AFTER ACQUISITION
- 1/2" IRON ROD SET WITH TXDOT ALUM. CAP
- ⊙ IRON PIPE FOUND (SIZE NOTED)
- 1/2" IRON ROD FOUND (UNLESS NOTED)
- ▲ 60D NAIL FOUND
- △ CALCULATED POINT
- FENCE POST
- N.T.S. NOT TO SCALE
- (XXX) RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- ||— ACCESS DENIAL LINE
- PRTC PLAT RECORDS OF TRAVIS COUNTY
- DRTC DEED RECORDS OF TRAVIS COUNTY
- RPRTC REAL PROPERTY RECORDS OF TRAVIS COUNTY
- OPRTC OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY



- NOTES:
- BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(93) HARN. ALL DISTANCES AND COORDINATES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.00011.
  - SEE PAGES 1, 2, AND 3 OF 4 FOR A DESCRIPTION OF THIS PARCEL.
  - IMPROVEMENTS SHOWN ARE TAKEN FROM TXDOT AERIAL SURVEY DIGITAL FILES.
  - THIS SURVEY WAS DONE WITHOUT A TITLE REPORT OR EASEMENT SEARCH.
  - ENGINEER'S BASELINE IS NOT THE SAME AS THE ORIGINAL SURVEY "CENTERLINE".
  - ACCESS MAY BE PERMITTED TO AND FROM THE TRANSPORTATION FACILITY ACROSS THE PROPOSED RIGHT-OF-WAY LINE AS SHOWN HEREON, BEING THE COMMON BOUNDARY LINE BETWEEN THE PROPOSED U.S. 290 HIGHWAY FACILITY AND THE REMAINDER OF THE ABUTTING PROPERTY.

SURVEYED BY: MCGRAY & MCGRAY LAND SURVEYORS, INC.  
 3301 HANCOCK DR., STE 6, AUSTIN, TX 78731 512/451-8591

03/05/10

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE  
 SURVEYED ON GROUND UNDER MY DIRECT SUPERVISION

**McGRAY & McGRAY**  
 LAND SURVEYORS, INC.  
 3301 HANCOCK DRIVE #6  
 AUSTIN, TEXAS 78731  
 (512) 451-8591

PLAT OF 0.009 AC. OF LAND OUT OF THE H.T. DAVIS SURVEY NO. 30, ABSTRACT NO. 214, SAME BEING A PORTION OF LOT 3, BLOCK A, WATSON ACRES, A SUBDIVISION OF RECORD IN DOCUMENT 200700137, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. SAID LOT 1 BEING DESCRIBED IN A DEED TO ERNEST KARAM, TRUSTEE, OF RECORD IN DOCUMENT 2006009022, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

TRAVIS COUNTY  
 U.S. 290  
 CSJ 0114-02-085  
 PARCEL 10C  
 PAGE 4 OF 4

# FINAL CLOSURE PARCEL 10C US HIGHWAY 290

## PARCEL 10C SKETCH MAPCHECK

North: 10093717.4524 East: 3141627.1070  
Course: N 24-54-07 E Distance: 120.52000  
North: 10093826.7676 East: 3141677.8539  
Course: N 34-04-18 W Distance: 2.08000  
North: 10093828.4906 East: 3141676.6887  
Course: N 87-26-47 E Distance: 9.28000  
North: 10093828.9040 East: 3141685.9594  
Course: S 27-50-09 W Distance: 126.04000  
North: 10093717.4482 East: 3141627.1064

Perimeter: 257.92000

Area: 397.13447 0.00912 acres

Mathematical Closure - (Uses Survey Units)

Error of Closure: 0.004222 Course: N 08-39-36 E

Precision 1: 61094.41

## PARCEL 10C STRIPMAP MAPCHECK

North: 10092092.4226 East: 3141572.4520  
Course: N 24-54-07 E Distance: 120.52000  
North: 10092201.7379 East: 3141623.1990  
Course: N 34-04-18 W Distance: 2.08000  
North: 10092203.4608 East: 3141622.0337  
Course: N 87-26-47 E Distance: 9.28000  
North: 10092203.8743 East: 3141631.3045  
Course: S 27-50-09 W Distance: 126.04000  
North: 10092092.4185 East: 3141572.4514

Perimeter: 257.92000

Area: 397.13447 0.00912 acres

Mathematical Closure - (Uses Survey Units)

Error of Closure: 0.004222 Course: N 08-39-36 E

Precision 1: 61094.41

## PARCEL 10C DESCRIPTION MAPCHECK

North: 10114594.2821 East: 3124001.1973  
Course: N 24-54-07 E Distance: 120.52000  
North: 10114703.5973 East: 3124051.9443  
Course: N 34-04-18 W Distance: 2.08000  
North: 10114705.3202 East: 3124050.7790  
Course: N 87-26-47 E Distance: 9.28000  
North: 10114705.7337 East: 3124060.0498

# FINAL CLOSURE PARCEL 10C US HIGHWAY 290

PARCEL 10C DESCRIPTION MAPCHECK cont.

Course: S 27-50-09 W      Distance: 126.04000  
North: 10114594.2779    East: 3124001.1967

Perimeter: 257.92000

Area: 397.13447                      0.00912 acres  
Mathematical Closure - (Uses Survey Units)  
Error of Closure: 0.004222          Course: N 08-39-36 E  
Precision 1: 61094.41

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

**RESOLUTION NO. 10-68**

**RESOLUTION AUTHORIZING ACQUISITION OF PROPERTY RIGHTS BY  
AGREEMENT OR CONDEMNATION OF CERTAIN PROPERTY IN TRAVIS  
COUNTY FOR THE US 290 EAST TOLL PROJECT  
(Parcel 26)**

WHEREAS, pursuant to and under the authority of Subchapter E, Chapter 370, Texas Transportation Code, its Resolution 10-50, and other applicable law, the Central Texas Regional Mobility Authority ("CTRMA") found and determined that to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways and the roadways of the State of Texas, public convenience and necessity requires acquisition of fee simple title to that certain 3.398 acres described by metes and bounds in the Real Estate Contract attached as Exhibit "A" to this Resolution (the "Subject Property"), owned by Brookwood Oakes Limited, (the "Owner"), for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of the US 290 East Toll Project (the "Project"), as a part of the improvements to the Project; and

WHEREAS, an independent, professional appraisal report of the Subject Property has been submitted to the CTRMA, and an amount has been established to be just compensation for the property rights to be acquired; and


WHEREAS, the Executive Director of the CTRMA, through agents employed or contracted with the CTRMA, has transmitted an official written offer to the Owner, based on the amount determined to be just compensation, and has entered into good faith negotiations with the Owner of the Subject Property to acquire the Subject Property; and

WHEREAS, the Executive Director and the Owner have agreed on the amount determined to be just compensation and damages, if any, due to said Owner for the Subject Property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the CTRMA that the Executive Director is specifically authorized and directed to execute a contract to purchase the Subject Property in the form or substantially the same form attached as Exhibit "A" together with all associated documents necessary to acquire the fee simple interest in the Subject Property, for a total contract acquisition price of \$450,000.00.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30<sup>th</sup> day of June, 2010.

Submitted and reviewed by:



Andrew Martin, General Counsel  
Central Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 10-68  
Date Passed: 06/30/10



**Exhibit A: Description of Parcel 26**

## **Exhibit B: Description of Parcel 3**

**REAL ESTATE CONTRACT**  
Highway 290E Right of Way

State of Texas  
County of Travis

THIS REAL ESTATE CONTRACT ("Contract") is made by BROOKWOOD OAKES LIMITED, a Texas limited partnership. (referred to in this Contract as "Seller") and the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

**ARTICLE I**  
**PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.3.398 acre tract of land, more or less, out of the Lucas Munos Survey No. 5, Abstract No. 513, Travis County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 26);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibit "A", for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

**ARTICLE II**  
**PURCHASE PRICE**

Purchase Price

2.01. The purchase price for the Property, and any damages or cost to cure for the remaining property of Seller, shall be the sum of FOUR HUNDRED FIFTY THOUSAND AND 00/100 Dollars (\$450,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the closing.

**ARTICLE III  
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing.)

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES  
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the closing date, to the best of Seller's current actual knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V**  
**CLOSING**  
Closing Date

5.01. The closing shall be held at the office of Heritage Title Company on or before July 30, 2010, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing date").

Seller's Obligations at Closing

5.02. At the closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title to the State of Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the purchase price, insuring Purchaser's title to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable."
- (d) Deliver to Purchaser possession of the Property if not previously done.

### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the purchase price and additional compensation.

### Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the closing date and shall be adjusted in cash at the closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

### Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

## **ARTICLE VI BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII  
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII  
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Central Texas Regional Mobility Authority, which date is indicated beneath the Executive Director's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile may be considered effective as originals for purposes of this Contract.



**SELLER:**

Brookwood Oakes Limited,  
a Texas limited partnership

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

Address: \_\_\_\_\_

Its: \_\_\_\_\_

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

\_\_\_\_\_

**PURCHASER:**

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

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

Address: 301 Congress Ave.  
Suite 650  
Austin, Texas 78701