



**CENTRAL TEXAS
Regional Mobility Authority**

Regular Meeting of the Board of Directors

8:30 a.m.
Wednesday, May 22, 2013

Council Chambers at Cedar Park City Hall
450 Cypress Creek Road, Building Four
Cedar Park, Texas 78613

AGENDA

No action on the following:

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

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

3. Approve the minutes for the April 24, 2013, Regular Board Meeting.

Briefing and discussion with no action proposed on the following:

4. Preliminary FY 2014 Budget for the Mobility Authority.
5. Presentation on 2013 revenue bond refunding.

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

6. Authorize execution of a contract for landscape maintenance services for Mobility Authority road corridors.
7. Authorize the Executive Director to execute a development agreement with Cedar Park Town Center LP, and to advertise for bids for improvements to the southbound 183A frontage road north of its intersection with RM 1431.
8. Report on legislative issues and possible action to revise the Mobility Authority legislative program for the 83rd Texas Legislature.

9. Amend the Policy Code to adopt procedures and standards concerning direct access from abutting properties to Mobility Authority frontage roads.
10. Approve an amended agreement with Stantec Consulting Services Inc. to provide additional traffic and revenue support services for existing and proposed Mobility Authority projects.
11. Accept the financial reports for April 2013.

Briefing and discussion with no action proposed on the following:

12. Briefing on the communications plan for the MoPac Improvement Project.
13. Executive Director's report
 - A. Project Status Updates.
 - B. Moody's Rating for Mobility Authority

Executive Session

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

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

14. Discuss legal issues relating to legislation proposed to the 83rd Texas Legislature that could affect the Mobility Authority or its operations, as authorized by §551.071 (Consultation With Attorney).
15. Discuss legal issues related to claims by or against the Mobility Authority, pending or contemplated litigation and any related settlement offers; or other matters as authorized by §551.071 (Consultation With Attorney).
16. Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects, as authorized by §551.071 (Consultation With Attorney).
17. Discuss personnel matters as authorized by §551.074 (Personnel Matters).

Reconvene in Open Session.

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

18. Adjourn Meeting.

NOTES

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

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

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

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



CENTRAL TEXAS
Regional Mobility Authority

AGENDA ITEM #1 SUMMARY

Welcome, Opening Remarks and Board Member Comments.

Welcome, Opening Remarks and Board Member Comments

Board Action Required: NO



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #2 SUMMARY

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

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

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

Board Action: NO



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #3 SUMMARY

Approve the minutes for the April 24, 2013
Regular Board Meeting.

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

Description of Matter:

The Minutes for the April 24, 2013 Regular Board Meeting

Attached documentation for reference:

Draft Minutes for the April 24, 2013 Regular Board Meeting

Contact for further information:

Andrew Martin, General Counsel

MINUTES

Regular Meeting of the Board of Directors of the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

Wednesday, April 24, 2013
9:30 A.M.

The meeting was held at 301 Congress Avenue, Suite 360, Austin, Texas 78701. Notice of the meeting was posted April 19, 2013 at the respective County Courthouses of Williamson and Travis Counties; online on the website of the Secretary of State; online on the website of the Mobility Authority; and on the bulletin board in the Mobility Authority's lobby at 301 Congress Avenue, Suite 650, Austin, Texas 78701.

1. Welcome and Opening Remarks by Chairman Ray Wilkerson.

Chairman Ray Wilkerson called the meeting to order at 9:31 a.m. and called the roll. Directors present when the meeting was called to order were Vice Chairman Jim Mills, Mr. David Singleton, Mr. David Armbrust and Mr. Charles Heimsath. Ms. Nikelle Meade joined the dais at 10:41 a.m. Mr. Bob Bennett was not present at the meeting.

2. Open Comment Period.

No public comments were offered.

3. Approve the minutes for the March 27, 2013, Regular Meeting of the Board of Directors.

Chairman Ray Wilkerson presented the minutes for the March 27, 2013 Regular Board Meeting for consideration by the Board. Mr. David Singleton moved for approval, and Mr. Charles Heimsath seconded the motion. The motion carried unanimously 5-0, and the minutes were approved as drafted.

4. Approve a new work authorization with HNTB Corporation for project management and related services for the MoPac Improvement Project.

Item 4 was postponed and no action was taken.

5. Report on legislative issues and possible action to revise the Mobility Authority legislative program for the 83rd Texas Legislature.

Mr. Brian Cassidy presented this item and provided a brief update on current legislative issues.

No action was taken.

6. **Authorize the Executive Director to execute a development agreement with Cedar Park Town Center LP, and to advertise for bids for improvements to the southbound 183A frontage road north of its intersection with RM 1431.**

Item 6 was postponed and no action was taken.

7. **Approve an amended agreement with Crosswind Communications, LLC for additional services including work on the MoPac Improvement Project and Oak Hill Parkway study.**

Mr. Steve Pustelnyk presented this item. The Board previously approved a two-year contract for a maximum amount of \$800,000 with Crosswind Communications. Staff has undertaken a number of activities not originally contemplated when the contract was negotiated and executed. These activities include work on the MoPac Improvement Project and the Oak Hill Parkway Study and contributed to costs that will exceed the original maximum contract amount for the contract's two-year period. Staff is requesting an increase in the Crosswind contract by an additional amount not to exceed \$250,000.

Mr. Charles Heimsath moved for approval, and Mr. Jim Mills seconded the motion. The motion carried unanimously 5-0, and the resolution was approved as drafted.

8. **Approve an advance funding agreement with the Texas Department of Transportation for a pilot program to study use of real-time ridesharing technology.**
9. **Approve a new proprietary vendor contract with Avego Corporation and revised agreements with HNTB Corporation, the Texas A&M Transportation Institute, and Telvent USA Corporation for a pilot program to study use of real-time ridesharing technology.**

Mr. Tim Reilly presented Items 8 and 9 together. Working with TxDOT and CAMPO, the Mobility Authority prepared and submitted an application to the United States Department of Transportation (USDOT) to study use of real-time ridesharing technology to support differential tolling by occupancy. The application was reviewed and evaluated by USDOT, and the Project was selected for funding. The Texas Transportation Commission has authorized TxDOT to enter into an Advanced Funding Agreement with the Mobility Authority for implementation and oversight of this program.

The USDOT grant under the Variable Pricing Pilot Program (VPPP) is to study use of real-time ridesharing technology to support differential tolling by occupancy. The study will require services by Avego Corporation, developer of the proprietary software program to study real-time ridesharing, as well as other current Mobility Authority consultants. Necessary services will include assisting the Mobility Authority in development and implementation of the VPPP project including general project oversight, oversight of Local Government Project Procedures (LGPP) requirements, and planning, recruitment, implementation and final analysis/reporting on the findings of the study. Work will be performed through a new no-bid contract with the proprietary vendor, Avego Corporation, and by new work authorizations with existing Mobility Authority consultants and vendors, including HNTB Corporation, the Texas A&M Transportation Institute, and Telvent USA Corporation.

Mr. David Singleton moved for approval for both Items 8 and 9, and Mr. David Armbrust seconded the motion. The motion carried unanimously 5-0, and the resolutions were approved as drafted.

10. Amend the Policy Code to adopt records retention schedules by the Texas State Library and Archives Commission.

Mr. Andy Martin presented this item. The draft resolution amends the Policy Code to adopt by reference as the Mobility Authority's records retention schedules the appropriate retention schedules promulgated by the Texas State Library and Archives Commission, as those retention schedules may be modified from time-to-time by the Texas State Library and Archives Commission.

Mr. Jim Mills moved for approval, and Mr. David Singleton seconded the motion. The motion carried unanimously 5-0, and the resolution was approved as drafted.

11. Approve an updated list of investment banking firms authorized to provide investment banking services to the Mobility Authority.

Mr. Mike Heiligenstein presented this item. At the January 2013 Board meeting, the Board authorized the issuance of an RFP to take proposals from qualified firms to be added to the approved list of investment banking firms. These firms are recommended due to their reputation, financial capabilities and knowledge of bond transactions similar to the Authority's needs. The three additional firms staff is requesting to add to the investment pool are Hutchinson, Shockey, Erley & Co., Mesirow Financial, and FTN Financial.

Mr. David Singleton moved for approval, and Mr. Jim Mills seconded the motion. The motion carried unanimously 5-0, and the resolution was approved as drafted.

12. Approve an amended agreement with Stantec Consulting Services Inc. for traffic and revenue studies related to 183A.

Mr. Mike Heiligenstein presented this item. The amended agreement with Stantec includes traffic model forecasting for 183A using updated information from the latest CTTS model and revised demographics, expanded review and due diligence pertaining to the URS modeling for Manor Expressway, and attending rating agency and investor road show meetings.

Mr. David Singleton moved for approval, and Mr. Jim Mills seconded the motion. The motion carried unanimously 5-0, and the resolution was approved as drafted.

13. Approve an agreement with CDM Smith for traffic and revenue studies related to the MoPac South Project.

Mr. Mike Heiligenstein presented this item. The level of assistance to be provided by CDM Smith will include traffic engineering and operational analyses with detailed traffic operational assessments to support the environmental process, and the implementation of a sketch level, Level 2 Intermediate, and a Comprehensive Traffic and Toll Revenue (T&R) study (if requested

and authorized) to bring the MoPac South Project to the bond market, including presentations to rating agencies.

Mr. Charles Heimsath moved for approval, and Mr. Jim Mills seconded the motion. The motion carried unanimously 5-0, and the resolution was approved as drafted.

14. Accept the monthly financial reports for March 2013.

Mr. Mike Heiligenstein presented this item. There was nothing unusual to report on the monthly financials.

Mr. Charles Heimsath moved for approval, and Mr. David Singleton seconded the motion. The motion carried unanimously 5-0, and the resolution was approved as drafted.

Briefing and discussion on the following:

15. Presentation on preliminary FY 2014 Budget for the Mobility Authority.

Mr. Mario Espinoza presented this item, and provided an overview of the preliminary FY 2014 budget. A more in depth presentation will be provided at the May 22, 2013 Board Meeting.

16. Quarterly Briefing on the MoPac Improvement Project.

Ms. Heather Reavey presented this item. In April the Mobility Authority executed the Design/Build contract with CH2M Hill. In the spring/summer 2013 a field office will be established, partnering meetings will occur, the design will be initiated, permits will be obtained, agreements will be developed, field surveys will be completed, and the design acceptance will be obtained. Community outreach will occur for design revisions during the summer, 2013. Groundbreaking and construction is planned to begin in the fall, 2013. The MoPac Express Lanes are expected to open to traffic in late 2015.

17. Quarterly Briefing on the Manor Expressway Project.

Mr. Allistair Miller presented this item. The final construction elements of Phase I included pouring mow strips, placing drainage ditches, installing miscellaneous sections of concrete and rock rip rap, repairing minor aesthetic blemishes, and installing signs. Final acceptance is anticipated in April 2013. Phase I supported 98 jobs during March 2013.

Construction of the westbound frontage road is nearly completed on Phase II including completion of construction at the Parmer intersection, substantial progress at Harris Branch Parkway to Crofford Lane, and asphalt concrete placed over the majority of the westbound frontage road. Eastbound frontage road construction has advanced as well, including completion of construction just west of the Giles intersection. Construction of the eastbound and westbound mainlanes at the SH 130 interchange continues to progress. Phase II construction supported 474 jobs during the month of March 2013.

18. Quarterly Briefing on environmental assessments for the Bergstrom Expressway, Oak Hill Parkway, MoPac South Express Lanes Project, and 183 North Express Lanes Project.

Mr. Mario Espinoza presented this item. The Bergstrom Expressway Project is currently focusing on environmental assessment, schematic development, public outreach, and context sensitive solutions. An open house was held on March 7, 2013, with over 70 attendees. Another open house is scheduled for June/July 2013. TxDOT will host a formal public hearing in late 2013/early 2014 which will show the proposed final design and include the results on the context sensitive solutions process. The environmental assessment process is expected to be completed by mid-2014.

The environmental impact statement document for the Oak Hill Parkway is currently being prepared by Rodriguez Transportation Group, Inc. The first open house occurred on November 15 with 83 attendees. An environmental workgroup meeting was held January 31 to ensure the study team understood the community concerns and ideas specifically related to water quality, flood plains, trees and vegetation, historical and cultural issues. A design workgroup was held February 19 to hear community ideas and gather ideas for alternative design concepts that meet the purpose and need for the project. A work group meeting focusing on bike/pedestrian facilities and access was held March 19. The meeting provided an opportunity to identify community priorities and to learn about city and neighborhood plans.

The Mobility Authority is initiating activities to start the environmental study for improvements to MoPac from Cesar Chavez Street south to Slaughter Lane. In April 2013, the Mobility Authority approved and signed an agreement with Jacobs Engineering Group as the preliminary engineering and environmental services consultant for the MoPac South Project. The environmental process is anticipated to take two to three years.

The Mobility Authority will soon initiate activities to start the environmental study for improvements to US 183 North from MoPac to RM 620. The procurement process for the 183 North environmental study kicked off on January 28 with the issuance of a request for qualifications for preliminary engineering and environmental services. In March, the Board approved the recommendation of CP&Y as the preliminary engineering and environmental services consultant. Contract negotiations are currently underway. The environmental process is anticipated to take two to three years.

19. Executive Director's report.

Mr. Mike Heiligenstein presented this item, and acknowledged the recent refinancing efforts of Mr. Bill Chapman and Ms. Cindy Demers.

The Mobility Authority will move office locations on Friday, April 26th to 3300 N IH-35.

Executive Session Pursuant to Government Code, Chapter 551

Chairman Wilkerson announced in open session at 11:20 a.m. that the Board would recess the open meeting and reconvene in Executive Session to deliberate the following items:

20. Discuss acquisition of one or more parcels or interests in real property for the Manor Expressway Project as authorized by §551.072 (Deliberation Regarding Real Property), and related legal issues as authorized by §551.071 (Consultation With Attorney).

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

22. Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects, as authorized by §551.071 (Consultation With Attorney).

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

The Board reconvened in open meeting at 11:31 a.m., and Chairman Wilkerson announced that no action was taken in Executive Session.

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

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

A. Parcel 28 of the Manor Expressway Toll Project, a 2.610 acre tract in Travis County, at 9345 US 290 East, owned by TX Old Manor Housing LP.

No action was taken on item 24.

25. Adjourn Meeting.

Chairman Ray Wilkerson declared the meeting adjourned at 12:00 p.m. with unanimous consent.



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #4 SUMMARY

Preliminary FY 2014 Budget for the Mobility Authority.

Strategic Plan Relevance: Regional Mobility

Department: Finance

Associated Costs: N/A

Funding Source: N/A

Board Action Required: NO

Description of Matter:

Presentation on the FY 2014 Budget.

Attached documentation for reference:

Draft Budget for FY 2014

Contact for further information:

Bill Chapman, Chief Financial Officer

Cindy Demers, Controller



MAY 22, 2013



CENTRAL TEXAS
Regional Mobility Authority

PROPOSED
OPERATING BUDGET
FY 2014

The Central Texas Regional Mobility Authority is authorized by the Texas Legislature under Chapter 370 of the Transportation Code. Formed in 2002 as the State's first regional mobility authority, the Central Texas Regional Mobility Authority represents the Legislature's vision to give local communities greater flexibility to develop and implement innovative transportation programs. With the support and guidance of Travis and Williamson counties, the Mobility Authority has evolved into a vibrant, agile, highly effective organization. Celebrating its 10 year anniversary, the Authority opened the 183A extension in April 2012, 7 years ahead of original plans and the Manor Expressway Phase I opened for tolling in January of 2013. The Manor Expressway Phase II is under construction scheduled to open in 2014 and the MoPac Improvement Project will begin construction in the Fall of 2013.

Board of Directors

Ray A. Wilkerson, Chairman

James H. Mills, Vice-Chairman

Robert L. Bennett, Jr., Treasurer

Nikelle S. Mead, Secretary

David B. Armbrust

David Singleton

Charles Heimsath

Executive Director

Mike Heiligenstein

Central Texas Regional Mobility Authority

Core Ideology

The Mobility Authority's core ideology describes our consistent identity that transcends all changes related to our relevant environment. Our core ideology consists of two notions: core purpose (our reason for being) and core values (the essential and enduring principles that guide our organization).

Core Purpose

Be the provider of high quality regional mobility services in Central Texas.

Core Values

Integrity: Demonstrated by honest communication, transparent transactions, ethical decisions and forthright behavior.

Accountability: Demonstrated in fiscal responsibility, commitment to our customers and constituents and collaboration with local and regional partners.

Credibility: Demonstrated in an earned reputation for fairness, dependability and dedication to public service.

Innovation: Demonstrated in visionary leadership, entrepreneurial spirit and tolerance for honest mistakes.

FY 2014 Proposed Operating Budget

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FY 2014 Proposed Operating Budget Overview

Presented are the Mobility Authority's proposed FY 2014 Operating and Capital Budgets. This document contains revenue estimates and departmental spending plans for the fiscal year beginning July 1, 2013 and ending June 30, 2014. The total proposed operating revenues are \$40,458,785. Total proposed operating expenses are \$46,317,887 inclusive of \$14,535,755 in non-cash items such as amortization, depreciation, bond issuance expense and accreted interest.

As discussed below, this budget is influenced by several factors including the Mobility Authority Strategic Plan, the opening of Phase I of the Manor Expressway in January of this year, the continued ramp up of the 183A extension which opened in April of 2012 and maintaining and improving current service levels.

Strategic Plan



The Strategic Plan serves as a guiding document in the operations of the Mobility Authority and in the development of the proposed FY 2014 budget. The Plan summarized in the graphic states the Mobility Authority's vision for 2025 and establishes goals in context of four strategic initiative areas – Economic Vitality, Regional Mobility, Sustainability and Innovation. While all are interconnected, each initiative contains the

FY 2014 Proposed Operating Budget Overview

stated goals for that area. For this budget, located in the departmental narrative sections, each department has articulated a Strategic Plan connection between their FY 2013 accomplishments and their goals for the upcoming fiscal year.

Revenues

Revenue estimates for FY 2014 are proposed at \$40.4 million which is an approximate 25.5% increase over FY 2013 budget. Toll revenue estimates were derived from the recently updated traffic and revenue (T&R) study completed for the 2013 revenue bond refunding transaction. This study reports projections on a calendar year basis, the Authority uses a combination of calendar year 2013 and calendar year 2014 of the study to develop the proposed revenue estimate. Based on current actual results, the Authority believes these projections are achievable. The revenue budget also includes \$1.2 million in grant funds for funding 80% of the expanded HERO program.

Expenses

Expense estimates for FY 2014 are proposed at \$46.3 million which represents a 7.2% increase over the FY 2013 budget. The Authority reports on an accrual basis therefore, included in the expense estimates is \$14.5 million in non-cash expense items such as amortization, depreciation, bond issuance expense accruals and accreted interest expense. The expense budget is driven mainly by increased operating costs due to an anticipated rise in transactions associated with the 183A extension and full year impact of the opening of Manor Expressway Phase I. While interest expense on outstanding bonds comprises a large component of the expense budget (45%), the amount remained relatively steady to the FY 2013 budget.

The expense budget assumes a full year of operating costs for the 183A extension and Manor Expressway Phase I including increased costs for toll collection and video enforcement. While the Authority continues to reduce toll collection costs, the anticipated increase in transactions is driving the increased expense budget. The budget also assumes full year depreciation expenses for the 183A extension as well as Manor Expressway Phase I.

The proposed budget provides funding for a new position in the Toll Operations department for an Administrative Assistant to assist with processing the enhanced collection and court enforcement efforts. This program has already successfully reduced third party collection costs, increased revenue collection and revamped the pre-court process. In addition, a project funded position was created to address community relations for the Authority's construction projects. The Director of

FY 2014 Proposed Operating Budget Overview

Community relations will focus full-time on the MoPac Improvement Project and will be 100% funded by the project through its entirety.

Additional highlights include continued funding for expanding the coverage area on IH 35 and 183A for the highly successful HERO program. As discussed above, 80% of the expenses will be covered by grant funding. The budget also includes funding for a performance based maintenance contract in partnership with TxDOT. The contract provides comprehensive maintenance coverage and replaced individual contracts for the various maintenance components required to maintain 183A and the Manor Expressway in excellent condition.

The Mobility Authority entered into a new 10 year office lease and moved to new offices at the end of April 2013. Faced with rent more than doubling at the previous location, the new space cost is less per square foot and provides for a larger office space including a community room for on-site public meetings. The budget provides for increased funding associated with the new lease.

The remaining expense line items were developed in line with current operating goals and objectives as established by the Board of Directors through the Strategic Plan and Executive Director.

Operating Capital Budget and Capital Projects Budgets

The proposed operating capital budget includes items for replacing some of the Authority's computer servers and equipment that are past their useful life, costs for additional furniture at the new offices, a vehicle for general staff use and an upgrade for the Authority's financial software to maintain office efficiency.

The Capital Projects budget reflects current and future construction projects the Mobility Authority is developing. Each of these projects is in various stages of development and may have various sources of funding which are identified in the schedule included in this document.

Future Projections, Cash Flow and Debt Service Coverage

Cash flow will be monitored closely as the Authority completes construction on the full build of the Manor Expressway and revenues continue to ramp up from the opening of the 183A extension and Manor Expressway Phase I. While the projected expenses in the proposed budget exceed estimated revenues, when non-cash expenses are removed the current projections result in a net cash inflow of \$7.2 million at the end of

FY 2014 Proposed Operating Budget Overview

FY 2014. As discussed below, this inflow will be used to build the Authority's operating reserves.

The cash flow projections are utilized to anticipate cash flow requirements as well as ensure the Authority remains in compliance with trust indentures, debt service coverage requirements and cash reserve policies. The FY 2014 proposed budget provides for debt service coverage levels well above the requirements of the trust indentures.

Unrestricted Cash Reserves

The Authority has a Board policy of maintaining unrestricted cash reserves to cover twelve months of cash expenses. It further allows the Executive Director to lower the requirement to nine months should he deem it in the best interest of the Authority and will not adversely affect the financial stability of the organization. As discussed in the previous FY 2013 budget, with the increased expenditures associated with the opening of a new project that can occur within one year, when new projects come on line it may take the Authority a few years to build up the reserves to cover a full year of cash expenses. Due to the increased expenses associated with the full year impact of the opening of the 183A extension in FY 2013, the Executive Director notified the Board that the Authority would maintain the nine months requirement and work toward building the cash reserves to a full year. The Authority remained in compliance with the nine month cash reserve requirement in FY 2013.

For the proposed FY 2014 budget, with the anticipated net cash flow of \$7.2 million by the end of June 2014, the authority would have an estimated \$31.4 million in cash. The budgeted cash expenses for FY 2014 are \$31.7 million, therefore not quite meeting the full year reserve policy but meeting the objective of working toward building the reserve back to a full year. We will continue to address this issue during the budget discussions.

Consolidated Summary of Revenues and Expenses

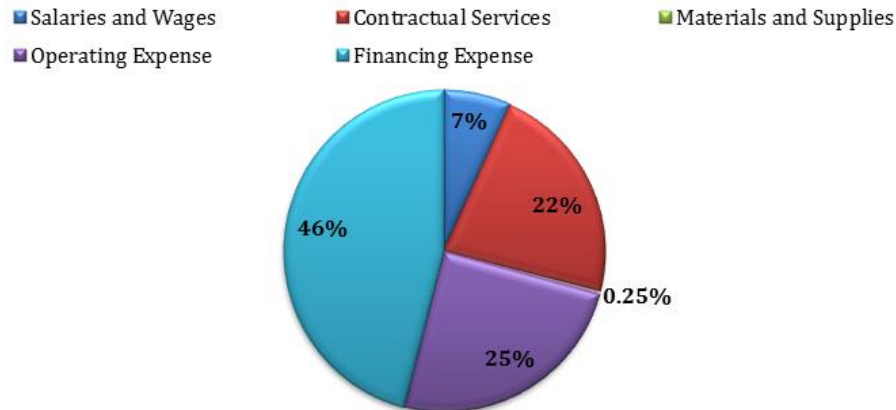
	FY 2012 Adopted Budget	FY 2013 Adopted Budget	FY 2014 Proposed Budget
Revenues			
<i>Operating Revenue:</i>			
Toll Revenue	\$ 22,463,200	25,675,782	32,412,071
Video Tolls	3,004,800	3,629,122	4,696,644
Fee Revenue	1,252,000	1,512,134	1,841,570
Total Operating Revenue	\$ 26,720,000	\$ 30,817,038	\$ 38,950,285
<i>Other Revenue:</i>			
Interest Income	180,000	180,000	180,000
Grant Revenue	800,000	1,236,000	1,236,000
Misc Revenue	2,200	2,500	92,500
Total Other Revenue	\$ 982,200	\$ 1,418,500	\$ 1,508,500
Total Revenue	\$ 27,702,200	\$ 32,235,538	\$ 40,458,785
Expenses			
<i>Administrative, Operating and Financing</i>			
Salaries and Wages	3,059,243	3,021,631	3,119,051
Contractual Services	7,744,841	9,001,451	10,321,831
Materials and Supplies	252,200	120,875	113,875
Operating Expense	7,817,645	10,346,035	11,470,375
Financing Expense	12,500,303	20,704,515	21,292,755
Total Expenses	\$ 31,374,232	\$ 43,194,507	\$ 46,317,887
<i>Less: Non Cash Expenses</i>			
Amortization Expense		(76,000)	(25,000)
Depreciation Expense		(9,591,400)	(10,645,000)
Bond Issuance Expense		(300,000)	(400,000)
Accreted Interest - CABS		(4,219,349)	(3,465,755)
Total Non Cash Expenses		\$ (14,186,749)	\$ (14,535,755)
<i>Plus: Cash Outlays</i>			
Operating Capital Budget			110,000
Debt Service - Principal Due			1,350,000
Net Cash Flow			\$ 7,216,653
Estimated Unrestricted Cash - July 1, 2013			24,200,000
Estimated Unrestricted Cash - June 30, 2014			\$ 31,416,653

Consolidated Summary of Revenues and Expenses

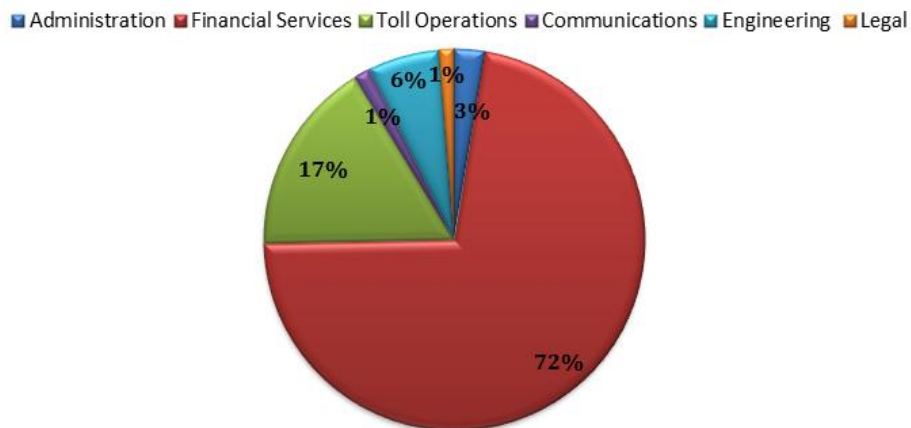
Summary of Expenses:

	FY 2012 Adopted Budget	FY 2013 Adopted Budget	FY 2014 Proposed Budget	Increase (Decrease)
Salaries and Wages	\$ 3,059,243	\$ 3,021,631	\$ 3,119,051	3.22%
Contractual Services	7,744,841	9,001,451	10,321,831	14.67%
Materials and Supplies	252,200	120,875	113,875	-5.79%
Operating Expense	7,817,645	10,346,035	11,470,375	10.87%
Financing Expense	12,500,303	20,704,515	21,292,755	2.84%
Total Expenses	\$ 31,374,232	\$ 43,194,507	\$ 46,317,887	7.23%

FY 2014 - All Departments Expenses by Category



FY 2014 Expenses by Department



Consolidated Summary of Revenues and Expenses

Non Cash Expenditures

Total FY 2014 Proposed Expenditures \$ 46,317,887

Non Cash Expenditures:

Amortization Expense (25,000)

Dep Exp- Furniture & Fixtures (14,000)

Dep Expense - Equipment (17,000)

Dep Expense - Autos & Trucks (7,000)

Dep Expense-Buildng & Toll Fac (100,000)

Dep Expense-Highways & Bridges (9,000,000)

Dep Expense-Communic Equip (175,000)

Dep Expense-Toll Equipment (986,000)

Dep Expense - Signs (175,000)

Dep Expense-Land Improvemts (160,000)

Depreciation Expense-Computers (11,000)

Total Depreciation Expense (10,645,000)

Bond Issuance Expense Operating (400,000)

Accreted Interest CABS (3,465,755)

Total Non Cash Expenditures \$ (14,535,755)

Total Cash Expenditures \$ 31,782,132

**Revenue and Expense by Line Item
All Operating Departments**

Account Name	Budget Amount FY 2013	Actual Year to Date 4/30/2013	Percent of Budget	Proposed Budget FY 2014	Percent Change Prior Year
Revenue					
Operating Revenue					
Toll Revenue-TxTag-183A	23,891,717	17,769,873	74.38%	29,507,860	23.51%
Toll Revenue-TxTag-Manor	\$ 574,358	\$ 626,242	109.03%	\$ 1,188,228	106.88%
Toll Revenue-HCTRA-183A	741,110	810,523	109.37%	884,163	19.30%
Toll Revenue-HCTRA-Manor	14,957	89,146	596.01%	173,689	1061.26%
Toll Revenue-NTTA-183A	444,666	545,077	122.58%	580,498	30.55%
Toll Revenue-NTTA-Manor	8,974	22,997	256.27%	77,633	765.09%
Video Tolls 183A	3,599,122	4,011,756	111.46%	4,243,980	17.92%
Video Tolls Manor Expressway	30,000	113,032	376.77%	452,664	1408.88%
Fee revenue 183A	1,502,134	1,463,891	97.45%	1,661,750	10.63%
Fee revenue Manor Expressway	10,000	59,469	594.69%	179,820	1698.20%
Total Operating Revenue	30,817,038	25,512,006	82.79%	38,950,285	26.39%
Other Revenue					
Interest Income	180,000	198,646	110.36%	180,000	0.00%
Grant Revenue	1,236,000	65,190,354	5274%	1,236,000	0.00%
Reimbursed Expenditures	-	34,774	-	-	-
Misc Revenue	2,500	223,260	8930%	92,500	3600.00%
Unrealized Loss	-	42,708	-	-	-
Total Other Revenue	1,418,500	65,689,741	4631%	1,508,500	6.34%
Total Revenue	\$ 32,235,538	\$ 91,201,747	283%	\$ 40,458,785	25.51%
Expenses					
Salaries and Wages					
Salary Expense-Regular	\$ 2,115,939	\$ 1,542,270	72.89%	\$ 2,185,005	3.26%
Part Time Salary Expense	12,000	480	4.00%	12,000	0.00%
Overtime Salary Expense	3,000	-	0.00%	3,000	0.00%
TCDRS	307,536	209,531	68.13%	317,550	3.26%
FICA	96,433	62,591	64.91%	102,241	6.02%
FICA MED	30,899	22,379	72.43%	31,900	3.24%
Health Insurance Expense	186,370	155,317	83.34%	193,060	3.59%
Life Insurance Expense	5,684	3,571	62.82%	5,874	3.34%
Auto Allowance Expense	10,200	-	0.00%	10,200	0.00%
Other Benefits	185,610	69,862	37.64%	190,261	2.51%
Unemployment Taxes	12,960	(15)	0.00%	12,960	0.00%
Salary Reserve	50,000	-	0.00%	50,000	0.00%
Total Salaries and Wages	3,021,631	2,067,187	68%	3,119,051	3.22%
Contractual Services					
Professional Services					
Accounting	12,000	6,950	57.92%	12,000	0.00%
Auditing	65,000	44,990	69.22%	65,000	0.00%
General Engineering Consultant	1,250,000	123,715	9.90%	1,250,000	0.00%
GEC-Financial Planning Support	-	35,554	-	-	-
GEC-Toll Ops Support	-	1,748	-	-	-
GEC-Roadway Ops Support	-	154,460	-	-	-
GEC-Technology Support	-	26,231	-	-	-
GEC-Public Information Support	-	7,673	-	-	-
GEC-General Support	-	182,690	-	-	-
General System Consultant	175,000	6,439	3.68%	175,000	0.00%
Image Processing - 183A	780,000	865,536	110.97%	1,140,000	46.15%
NEW - Image Processing - Manor	-	-	-	120,000	-

**Revenue and Expense by Line Item
All Operating Departments**

Account Name	Budget Amount FY 2013	Actual Year to Date 4/30/2013	Percent of Budget	Proposed Budget FY 2014	Percent Change Prior Year
Facility maintenance	41,954	12,620	30.08%	-	-100.00%
HERO	1,629,000	933,380	57.30%	1,629,000	0.00%
Human Resources	25,000	11,196	44.78%	50,000	100.00%
Legal	270,000	198,229	73.42%	250,000	-7.41%
Photography	15,000	-	0.00%	10,000	-33.33%
Traffic & Revenue Consultants	-	2,999	-	5,000	-
Total Professional Services	4,262,954	2,666,714	63%	4,706,000	10.39%
Other Contractual Services					
IT Services	65,000	31,615	48.64%	63,000	-3.08%
Graphic Design Services	10,000	11,070	110.70%	40,000	300.00%
Website Maintenance	35,000	2,929	8.37%	35,000	0.00%
Research Services	50,000	3,154	6.31%	50,000	0.00%
Copy Machine	10,000	5,331	53.31%	10,000	0.00%
Software Licenses	17,200	19,968	116.09%	17,200	0.00%
ETC Maintenance Contract	1,029,900	427,951	41.55%	1,291,625	25.41%
ETC Development	125,000	-	0.00%	125,000	0.00%
ETC Testing	30,000	-	0.00%	30,000	0.00%
Communications and Marketing	140,000	162,655	116.18%	140,000	0.00%
Advertising Expense	60,000	69,205	115.34%	60,000	0.00%
Direct Mail	5,000	757	15.15%	5,000	0.00%
Video Production	5,000	20,920	418.40%	20,000	300.00%
Radio	10,000	-	0.00%	10,000	0.00%
Other Public Relations	2,500	-	0.00%	2,500	0.00%
Law Enforcement	250,000	134,581	53.83%	250,000	0.00%
Special assignments	5,000	-	0.00%	5,000	0.00%
Traffic Management	-	42,823	-	-	-
Emergency Maintenance	10,000	-	0.00%	10,000	0.00%
Security Contracts	600	114	18.94%	3,660	510.00%
NEW - Generator Maintenance	-	-	-	20,000	-
NEW - Generator Fuel	-	-	-	9,000	-
NEW - Elevator Maintenance	-	-	-	2,640	-
NEW - Refuse	-	-	-	780	-
NEW - Pest control	-	-	-	1,536	-
NEW - Custodial	-	-	-	4,440	-
Roadway Maintenance Contract	640,000	98,118	15.33%	750,000	17.19%
Landscape Maintenance	280,000	103,950	37.13%	250,000	-10.71%
Signal & Illumination Maint	-	46,743	-	-	-
Mowing and litter control	-	40,806	-	-	-
Hazardous Material Cleanup	-	-	-	-	-
Striping	-	-	-	-	-
Graffiti removal	-	225	-	-	-
Cell Phones	9,700	7,483	77.14%	10,000	3.09%
Local Telephone Service	18,000	12,276	68.20%	25,000	38.89%
Internet	4,500	-	0.00%	6,000	33.33%
Fiber Optic System	63,000	32,465	51.53%	30,000	-52.38%
Other Communication Expenses	11,500	127	1.11%	1,000	-91.30%
Subscriptions	1,850	500	27.04%	1,850	0.00%
Memberships	33,959	27,679	81.51%	34,600	1.89%
Continuing Education	7,300	2,845	38.97%	7,300	0.00%
Professional Development	14,000	-	0.00%	14,000	0.00%
Seminars and Conferences	33,000	17,346	52.57%	32,000	-3.03%
Staff-Travel	76,000	55,953	73.62%	89,000	17.11%
Other Contractual Svcs	200	-	0.00%	200	0.00%
TxTag Collection Fees	1,434,788	1,096,865	76.45%	2,013,000	40.30%
NEW - Court Enforcement Costs	-	-	-	15,000	-
Contractual Contingencies	250,500	649	0.26%	130,500	-47.90%

**Revenue and Expense by Line Item
All Operating Departments**

Account Name	Budget Amount FY 2013	Actual Year to Date 4/30/2013	Percent of Budget	Proposed Budget FY 2014	Percent Change Prior Year
Total Other Contractual Services	4,738,497	2,477,104	52.28%	5,615,831	18.52%
Total Contractual Services	9,001,451	5,143,818	57.14%	10,321,831	14.67%
Materials and Supplies					
Books & Publications	12,500	4,504	36.03%	6,500	-48.00%
Office Supplies	11,000	2,505	22.77%	10,000	-9.09%
Computer Supplies	12,500	6,023	48.18%	12,500	0.00%
Copy Supplies	2,200	742	33.71%	2,200	0.00%
Annual Report printing	7,000	5,534	79.06%	7,000	0.00%
Other Reports-Printing	10,000	3,408	34.08%	10,000	0.00%
Direct Mail Printing	5,000	-	0.00%	5,000	0.00%
Office Supplies-Printed	2,500	2,100	83.99%	2,500	0.00%
Maintenance Supplies-Roadway	9,175	-	0.00%	9,175	0.00%
Promotional Items	10,000	4,827	48.27%	10,000	0.00%
Displays	5,000	-	0.00%	5,000	0.00%
ETC spare parts expense	30,000	-	0.00%	30,000	0.00%
Tools & Equipment Expense	1,000	-	0.00%	1,000	0.00%
Misc Materials & Supplies	3,000	14	0.45%	3,000	0.00%
Total Materials and Supplies	120,875	29,656	24.53%	113,875	-5.79%
Operating Expenses					
Gasoline Expense	5,000	2,924	58.48%	5,500	10.00%
Mileage Reimbursement	5,950	4,520	75.96%	6,750	13.45%
Toll Tag Expense	3,120	1,716	54.99%	2,700	-13.46%
Parking	41,175	30,992	75.27%	3,175	-92.29%
Meeting Facilities	250	-	0.00%	250	0.00%
Community Meeting/Events	5,000	-	0.00%	5,000	0.00%
Meeting Expense	9,800	8,222	83.90%	17,300	76.53%
Public Notices	2,200	-	0.00%	2,000	-9.09%
Postage Expense	5,650	380	6.72%	5,650	0.00%
Overnight Delivery Services	1,600	264	16.49%	1,700	6.25%
Local Delivery Services	1,250	12	0.96%	1,150	-8.00%
Insurance Expense	90,000	54,389	60.43%	90,000	0.00%
Repair & Maintenance-General	500	926	185.27%	500	0.00%
Repair & Maintenance-Vehicles	500	203	40.54%	500	0.00%
Repair & Maintenance Toll Equip	5,000	400	8.01%	5,000	0.00%
Rent Expense	250,000	172,036	68.81%	400,000	60.00%
Water	7,500	5,293	70.57%	7,500	0.00%
Electricity	178,500	58,144	32.57%	180,000	0.84%
Other Licenses	640	729	113.91%	700	9.38%
Community Initiative Grants	65,000	30,000	46.15%	65,000	0.00%
Non Cash Operating Expenses					
Amortization Expense	76,000	264,757	348.36%	25,000	-67.11%
Dep Exp- Furniture & Fixtures	9,000	11,458	127.31%	14,000	55.56%
Dep Expense - Equipment	26,400	14,335	54.30%	17,000	-35.61%
Dep Expense - Autos & Trucks	7,000	5,749	82.12%	7,000	0.00%
Dep Expense-Buildng & Toll Fac	177,000	139,055	78.56%	100,000	-43.50%
Dep Expense-Highways & Bridges	8,000,000	5,475,681	68.45%	9,000,000	12.50%
Dep Expense-Communic Equip	195,000	150,639	77.25%	175,000	-10.26%
Dep Expense-Toll Equipment	965,000	799,384	82.84%	986,000	2.18%
Dep Expense - Signs	135,000	122,510	90.75%	175,000	29.63%
Dep Expense-Land Improvemts	67,000	119,942	179.02%	160,000	138.81%
Depreciation Expense-Computers	10,000	9,219	92.19%	11,000	10.00%

**Revenue and Expense by Line Item
All Operating Departments**

Account Name	Budget Amount FY 2013	Actual Year to Date 4/30/2013	Percent of Budget	Proposed Budget FY 2014	Percent Change Prior Year
Total Operating Expenses	10,346,035	7,483,878	72.34%	11,470,375	10.87%
Financing Expenses					
Arbitrage Rebate Calculation	6,000	5,605	93.42%	6,000	0.00%
Loan Fee Expense	12,500	-	0.00%	5,000	-60.00%
Rating Agency Expense	35,000	40,300	115.14%	50,000	42.86%
Trustee Fees	6,000	6,500	108.33%	8,000	33.33%
Bank Fee Expense	8,000	4,815	60.19%	8,000	0.00%
Continuing Disclosure	4,000	-	0.00%	4,000	0.00%
Interest Expense	20,318,015	18,265,439	89.90%	20,796,755	2.36%
Contingency	15,000	-	0.00%	15,000	0.00%
<u>Non Cash Financing Expenses</u>					
Bond issuance expense	300,000	384,969	128.32%	400,000	33.33%
Total Financing Expenses	20,704,515	18,707,627	90.36%	21,292,755	2.84%
Total Expenses	\$ 43,194,507	\$ 33,432,166	77.40%	\$ 46,317,887	7.23%
Net Income	\$ (10,958,969)	\$ 57,769,581		\$ (5,859,102)	

Administration

The primary role of the Administration Department is oversight and daily management of the Mobility Authority's projects and activities. In addition to the Executive Director, this department includes the Deputy Executive Director, Executive Assistant and Receptionist. For FY 2014, the budget will reflect the newly filled Public Outreach Manager position previously budgeted in this division.

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 community outreach and development and front-line customer service to the general public and all customers and elected officials who contact the Mobility Authority.

Major Business Functions:

Board of Directors: Provide administrative support for the Mobility Authority's Board of Directors.

Office of the Executive Director: Oversight and daily management of the Mobility Authority's projects and activities.

Public Outreach: Provide public outreach direction on all Mobility Authority projects under development and maintain working relationships with all transportation entities, neighborhoods, community organizations and the general public.

Administration

FY 2013 Highlights and Accomplishments:

- Successfully opened the first phase of the Manor Expressway in December 2012. *Strategic Initiatives: Regional Mobility, Economic Vitality*
- Very successful refunding of 183A outstanding debt in spring of 2013. *Strategic Initiatives: Economic Vitality, Innovation*
- Maintained a high level of involvement and strong, positive public opinion of the Mobility Authority's projects and efforts. *Strategic Initiatives: Regional Mobility, Innovation*

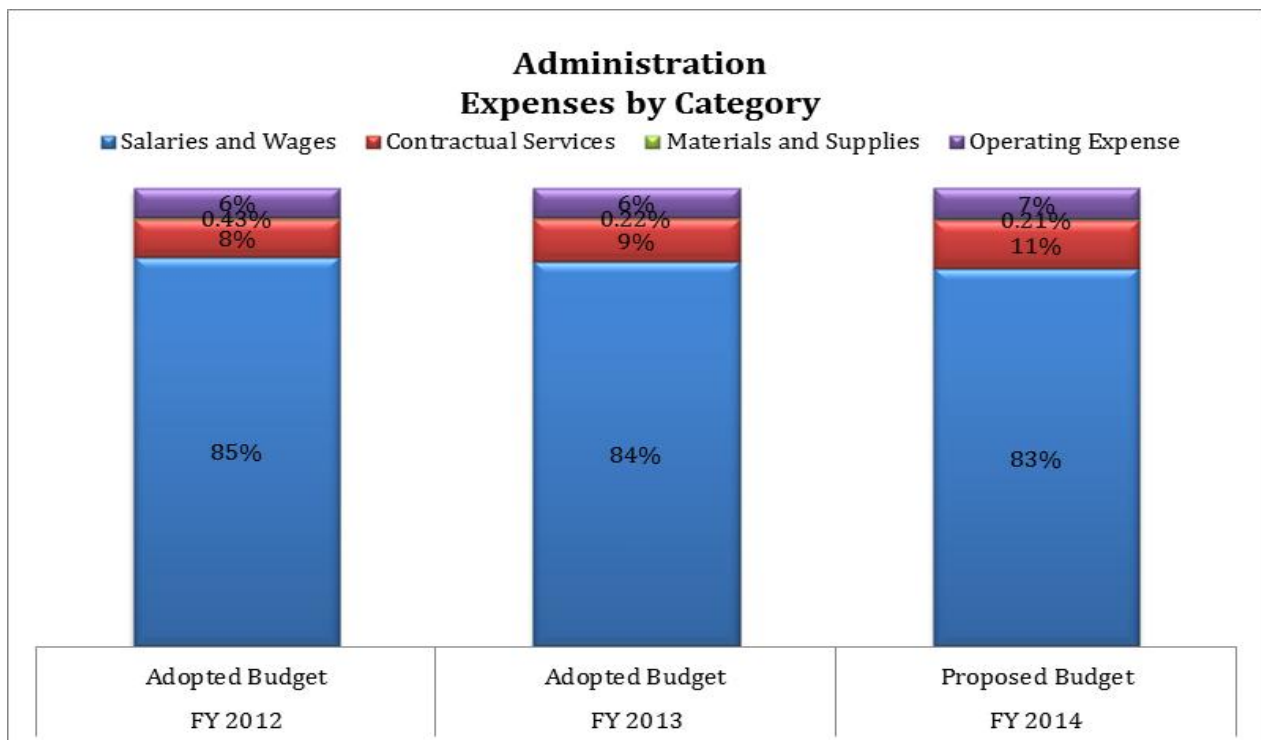
FY 2014 Overview and Goals:

- Successful opening of the entire Manor Expressway in 2014. *Strategic Initiative: Regional Mobility*
- Commence construction of the MoPac Improvement Project in late 2013. *Strategic Initiative: Regional Mobility*
- Remain a resource on regional mobility issues and a steadfast advocate for short- and long-term transportation solutions. *Strategic Initiatives: Regional Mobility, Innovation*

Administration

Summary of Expenses:

	FY 2012 Budget	FY 2013 Budget	FY 2014 Proposed Budget	Increase (Decrease)
Salaries and Wages	\$ 980,055	\$ 966,151	\$ 977,764	1.20%
Contractual Services	94,500	109,000	124,600	14.31%
Materials and Supplies	5,000	2,500	2,500	0.00%
Operating Expense	72,400	72,500	80,000	10.34%
Financing Expense	0	0	0	
Total Expenses	1,151,955	1,150,151	1,184,864	3.02%



Authorized Personnel:

	Positions		
	FY 2012 Adopted	FY 2013 Adopted	FY 2014 Proposed
Executive Director	1	1	1
Deputy Director	1	1	1
Assistant to Executive Director	1	1	1
Receptionist	1	1	1
Community Relations Director**	0	0	1
Community Development Specialist	1	0	0
Public Outreach Manager	0	1	1
Intern*	1	1	1
Total Positions - Administration	6	6	7

*Not currently Filled

**For FY 2014 and FY 2015 this position is funded through the MoPac Improvement Project

**FY 2014 Proposed Operating Budget
Administrative Services**

Account Name	Budget Prior Year FY 2012	Actual Year to Date 4/30/13	Budget Amount FY 2013	Budget Request FY 2014
Expenses				
Salaries and Wages				
Salary Expense-Regular	578,100	502,482	626,451	635,555
Part Time Salary Expense	12,000	480	12,000	12,000
Overtime Salary Expense	3,000	-	3,000	3,000
Contractual Employees Expense	-	1,202	-	-
TCDRS	97,871	63,152	91,560	92,880
FICA	31,395	15,574	26,063	26,720
FICA MED	9,932	7,370	9,301	9,433
Health Insurance Expense	65,524	36,530	45,964	45,964
Life Insurance Expense	1,534	3,468	1,664	1,689
Auto Allowance Expense	9,000	-	10,200	10,200
Other Benefits	76,228	21,734	86,348	86,723
Unemployment Taxes	3,600	-	3,600	3,600
Salary Reserve	91,871	-	50,000	50,000
Total Salaries and Wages	980,055	651,992	966,151	977,764
Contractual Services				
Professional Services				
Human Resources	-	8,250	-	-
Total Professional Services	-	8,250	-	-
Other Contractual Services				
Cell Phones	3,500	-	3,000	3,600
Subscriptions	1,000	-	1,000	1,000
Memberships	25,000	500	27,500	27,500
Professional Development	5,000	32,827	7,500	7,500
Seminars and Conferences	15,000	-	15,000	15,000
Staff-Travel	45,000	-	45,000	60,000
Other Contractual Svcs	-	-	-	-
Contractual Contingencies	-	-	10,000	10,000
Total Other Contractual Services	94,500	65,975	109,000	124,600
Total Contractual Services	94,500	74,225	109,000	124,600
Materials and Supplies				
Books & Publications	1,000	-	500	500
Computer Supplies	1,000	-	500	500
Office Supplies-Printed	1,000	118	500	500
Tools & Equipment Expense	1,000	-	500	500

**FY 2014 Proposed Operating Budget
Administrative Services**

Account Name	Budget Prior Year FY 2012	Actual Year to Date 4/30/13	Budget Amount FY 2013	Budget Request FY 2014
Misc Materials & Supplies	1,000	-	500	500
Total Materials and Supplies	5,000	118	2,500	2,500
<i>Operating Expenses</i>				
Mileage Reimbursement	2,000	887	1,500	1,500
Toll Tag Expense	500	7	250	250
Parking	1,000	53	1,000	1,000
Meeting Facilities	250	-	250	250
Meeting Expense	500	7,074	2,500	10,000
Postage Expense	750	273	500	500
Overnight Delivery Services	500	92	500	500
Local Delivery Services	1,200	12	500	500
Repair & Maintenance-General	500	523	500	500
Electricity	-	-	-	-
Other Licenses	-	97	-	-
Community Initiative Grants	65,000	30,000	65,000	65,000
Total Operating Expenses	72,400	39,017	72,500	80,000
Total Expenses	\$ 1,151,955	\$ 765,352	\$ 1,150,151	\$ 1,184,864

Financial Services

The primary role of the Financial Services Department is to provide financial leadership and oversight of the Mobility Authority. Under the direction of the Chief Financial Officer (CFO), the department is responsible for recommending and communicating strategic financial planning to the Executive Director and Board of Directors. The financial services department provides all accounting, financial, budgeting and debt management activities for the Authority.

Major Business Functions:

Financing: Provide direction and leadership on all Mobility Authority project financing.

Budget: Develop, propose and manage the Authority's annual budget.

Accounting: Responsible for maintaining all accounting records including processing payroll, accounts payable, reconciling records and monthly and annual financial reporting. Provide all operating and capital project accounting. Assist external auditors with annual financial audit.

Treasury: Responsible for cash management and investment of all Authority funds. Work closely with Trustee to manage cash flow and invest funds in accordance with the Texas Public Funds Investment Act and the Authority's Investment Policy. Maintain close working relationship with bank providers.

Human Resources: Provide human resources support for Mobility Authority staff.

FY 2013 Highlights and Accomplishments:

- Successfully refinanced a portion of the Mobility Authority's higher interest outstanding debt to provide for significant interest costs savings, improved debt service coverage as well as providing greater flexibility for future financial management of the Authority. The Authority received a bond rating upgrade from Moody's Investor Service. *Strategic Initiatives: Economic Vitality, Innovation*
- Secured short-term financing for future projects. *Strategic Initiatives: Economic Vitality, Regional Mobility*

Financial Services

FY 2013 Highlights and Accomplishments (continued):

- Continued refinement of the employee performance management system to provide a mechanism to more closely tie employee performance to organizational success. *Strategic Initiative: Innovation*
- Enhanced financial reporting and disclosure by developing a monthly cash flow statement. *Strategic Initiative: Innovation*

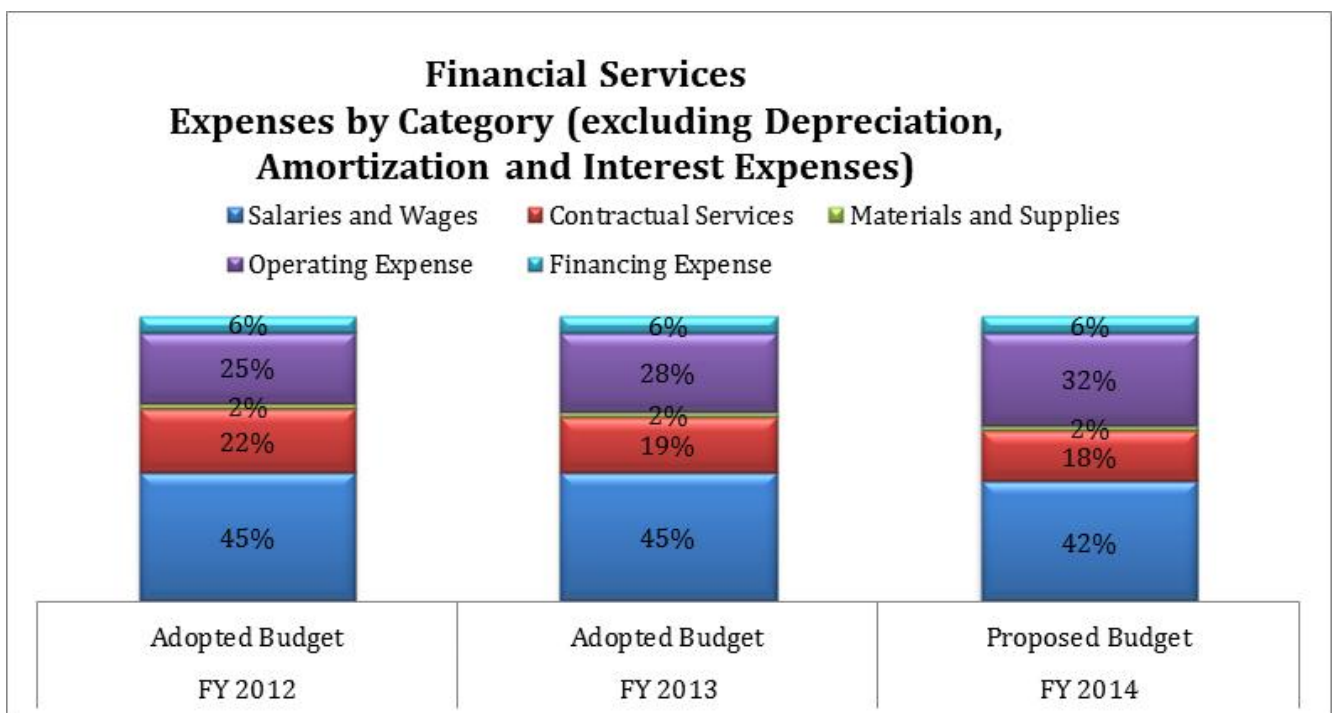
FY 2014 Overview and Goals:

- Continue development of new funding mechanisms for the Authority's projects including the 183S (Bergstrom Expressway) project. *Strategic Initiative: Innovation*
- Enhance the investor relations section of the Authority's web site to provide more financial transparency and accountability. *Strategic Initiative: Innovation*
- Upgrade the Authority's financial accounting systems to take advantage of newer technology and improve financial reporting for operations and capital projects. *Strategic Initiative: Innovation*

Financial Services

Summary of Expenses:

	FY 2012 Budget	FY 2013 Budget	FY 2014 Proposed Budget	Increase (Decrease)
Salaries and Wages	\$ 588,431	\$ 629,713	\$ 647,268	2.79%
Contractual Services	290,850	270,250	273,550	1.22%
Materials and Supplies	26,200	26,200	26,200	0.00%
Operating Expense	7,620,600	10,054,040	11,170,300	11.10%
Financing Expense	12,500,303	20,704,515	21,292,755	2.84%
Total Expenses	21,026,384	31,684,718	33,410,073	5.45%



Authorized Personnel:

	Positions		
	FY 2012 Adopted	FY 2013 Adopted	FY 2014 Proposed
CFO	1	1	1
Controller	1	1	1
Fiscal Analyst	1	1	1
Total Positions - Financial Services	3	3	3

**FY 2014 Proposed Operating Budget
Financial Services**

Account Name	Budget Prior Year FY 2012	Actual Year to Date 4/30/13	Budget Amount FY 2013	Budget Request FY 2014
Expenses				
 <i>Salaries and Wages</i>				
Salary Expense-Regular	440,000	331,619	471,196	485,055
TCDRS	63,800	46,606	68,323	70,333
FICA	18,569	12,815	19,438	20,054
FICA MED	6,380	4,808	6,832	7,033
Health Insurance Expense	27,153	25,573	29,305	29,305
Life Insurance Expense	1,188	(81)	1,272	1,310
Other Benefits	29,181	8,044	31,187	32,018
Unemployment Taxes	2,160	(10)	2,160	2,160
Total Salaries and Wages	588,431	429,373	629,713	647,268
 <i>Contractual Services</i>				
Professional Services				
Accounting	9,500	1,375	12,000	12,000
Auditing	55,000	44,990	65,000	65,000
Human Resources	80,000	2,946	25,000	50,000
Traffic & Revenue Consultants	-	2,999	-	5,000
Total Professional Services	144,500	52,310	102,000	132,000
Other Contractual Services				
IT Services	45,000	33,024	65,000	55,000
Copy Machine	9,000	5,331	10,000	10,000
Software Licenses	26,000	19,968	17,000	17,000
Security Contracts	600	-	600	600
Cell Phones	1,200	9,779	1,200	1,500
Local Telephone Service	6,000	-	8,000	10,000
Internet	4,500	127	3,000	1,000
Other Communication Expenses	1,500	345	1,500	1,000
Subscriptions	350	2,395	350	350
Memberships	600	-	600	600
Continuing Education	-	3,095	5,000	5,000
Professional Development	-	7,944	5,000	5,000
Seminars and Conferences	3,500	-	3,500	4,500
Staff-Travel	7,500	-	7,500	10,000
Contractual Contingencies	40,000	649	40,000	20,000
Total Other Contractual Services	146,350	84,388	168,250	141,550
Total Contractual Services	290,850	136,698	270,250	273,550
 <i>Materials and Supplies</i>				
Office Supplies	10,000	2,462	10,000	10,000
Computer Supplies	12,000	6,023	12,000	12,000
Copy Supplies	2,200	742	2,200	2,200

**FY 2014 Proposed Operating Budget
Financial Services**

Account Name	Budget Prior Year FY 2012	Actual Year to Date 4/30/13	Budget Amount FY 2013	Budget Request FY 2014
Office Supplies-Printed	2,000	423	2,000	2,000
Total Materials and Supplies	26,200	9,649	26,200	26,200
<i>Operating Expenses</i>				
Mileage Reimbursement	500	74	500	500
Toll Tag Expense	50	-	50	50
Parking	37,500	30,863	40,000	2,000
Meeting Expense	1,500	575	1,500	1,500
Overnight Delivery Services	1,000	153	1,000	1,000
Local Delivery Services	50	-	50	50
Insurance Expense	90,000	54,389	90,000	90,000
Rent Expense	190,000	172,036	250,000	400,000
Electricity	3,500	4,112	3,500	5,000
Other Licenses	-	163	40	200
<i>Non Cash Operating Expenses</i>				
Amortization Expense	1,230,000	264,757	76,000	25,000
Dep Exp- Furniture & Fixtures	16,500	11,458	9,000	14,000
Dep Expense - Equipment	14,500	14,335	26,400	17,000
Dep Expense - Autos & Trucks	5,000	5,749	7,000	7,000
Dep Expense-Buildng & Toll Fac	177,000	139,055	177,000	100,000
Dep Expense-Highways & Bridges	5,000,000	5,475,681	8,000,000	9,000,000
Dep Expense-Communic Equip	195,000	150,639	195,000	175,000
Dep Expense-Toll Equipment	465,000	799,384	965,000	986,000
Dep Expense - Signs	135,000	122,510	135,000	175,000
Dep Expense-Land Improvemts	52,000	119,942	67,000	160,000
Depreciation Expense-Computers	6,500	9,219	10,000	11,000
Total Operating Expenses	7,620,600	7,375,094	10,054,040	11,170,300

**FY 2014 Proposed Operating Budget
Financial Services**

Account Name	Budget Prior Year FY 2012	Actual Year to Date 4/30/13	Budget Amount FY 2013	Budget Request FY 2014
<i>Financing Expenses</i>				
Arbitrage Rebate Calculation	2,500	5,605	6,000	6,000
Loan Fee Expense	12,500	-	12,500	5,000
Rating Agency Expense	33,000	40,300	35,000	50,000
Trustee Fees	2,000	6,500	6,000	8,000
Bank Fee Expense	7,500	-	8,000	8,000
Continuing Disclosure	4,000	4,815	4,000	4,000
Interest Expense	12,038,096	18,265,439	20,318,015	20,796,755
Contingency	15,000	-	15,000	15,000
 <i>Non Cash Financing Expenses</i>				
Bond issuance expense	385,707	384,969	300,000	400,000
Total Financing Expenses	12,500,303	18,707,627	20,704,515	21,292,755
 Total Expenses	 \$ 21,026,384	 \$ 26,658,442	 \$ 31,684,718	 \$ 33,410,073

Toll Operations

The Operations Department is responsible for all aspects of toll collection operations and toll systems maintenance. The department is responsible for toll systems integrity and the operations of the agency's video toll and violation enforcement processes to ensure the equitable and efficient collection of the toll revenues.

Major Business Functions:

Toll Collection Systems Management: Manage new toll collection systems installations, oversee daily operation of the electronic toll collection systems operations. Monitor system performance and transaction reconciliation. Oversee system maintenance to ensure accuracy and dependability.

Toll Facility Maintenance: responsible for campus and building maintenance for the Mobility Authority Field Office Building.

Traffic Management: Manage the third party Agreements that provide law enforcement services, courtesy patrol, traffic management and incident response for Mobility Authority facilities.

Customer Service and Violation Enforcement: Manage the contract that provides Pay-by-Mail processing, customer support and violation processing.

FY 2013 Highlights and Accomplishments:

Fiscal year 2013 saw the installation and integration of four new tolling points with the successful completion of the 290E Phase I toll road. Other notable accomplishments in this fiscal year included:

- Expansion of the HERO program for an additional 22 miles of coverage on I-35 and 12 miles of US 183. *Strategic Initiatives: Regional Mobility, Economic Vitality, Innovation*
- Reduction to image review costs from an average of \$.13 per transaction to \$.095 per transaction. *Strategic Initiatives: Economic Vitality, Innovation*
- Reduced third party collection costs and increased revenue collection through the revamping of the pre-court process and implementation of innovative targeted collection campaigns. *Strategic Initiatives: Economic Vitality, Innovation*
- Complete final testing of 183A to reconcile transactions from the lane to the back office to ensure accurate posting and reconciliation. *Strategic Initiatives: Economic Vitality, Sustainability*

Toll Operations

FY 2013 Highlights and Accomplishments (continued):

- Implemented improvements to reporting capabilities resulting in better operational oversight. *Strategic Initiatives: Economic Vitality, Sustainability*
- Initiated improvements to the interactive voice recognition system and the Pay by Mail website resulting in enhanced customer communications. *Strategic Initiatives: Economic Vitality, Innovation*

FY 2014 Overview and Goals:

The Operations department's primary goals for fiscal year 2014 include the successful installation and integration of the remainder of 290-E toll system and to continue efforts to decrease costs through continued improvements to revenue collection techniques.

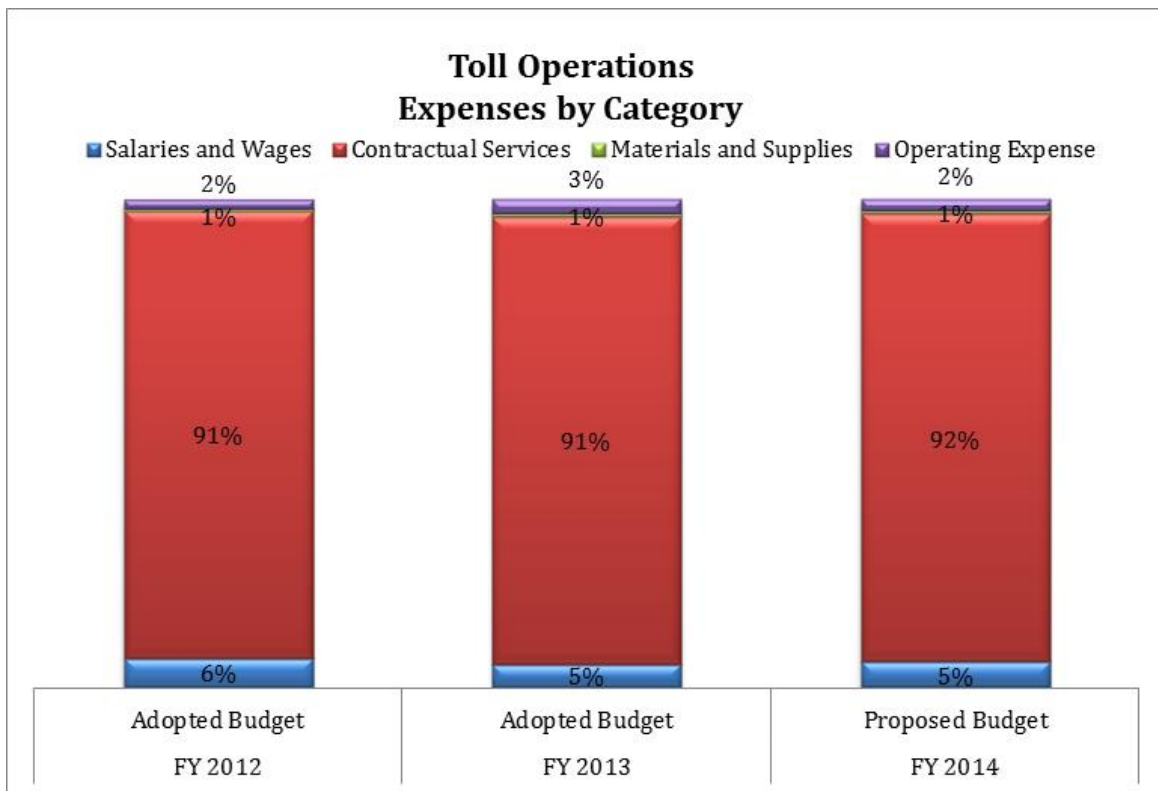
To that end, the team has developed plans to:

- Complete the toll operations and traffic management center to coincide with the completion of 290E *Strategic Initiatives: Regional Mobility, Economic Vitality, Innovation, sustainability*
- Complete work on the development of the dynamic toll system for the MoPac improvement project. *Strategic Initiatives: Regional Mobility, Innovation*
- Increase revenue collection efforts through a heightened focus on Business and commercial accounts. *Strategic Initiatives: Economic Vitality, Sustainability*
- Continue efforts towards regional and national toll interoperability. *Strategic Initiatives: Regional Mobility, Economic Vitality, Innovation*
- Continue partnerships with other Texas Regional Mobility Authorities. *Strategic Initiatives: Regional Mobility, Sustainability*
- Complete planning and begin implementation of the two Value Pricing Pilot Programs for 183A: Variable pricing and Real-time Rideshare. *Strategic Initiatives: Regional Mobility, Innovation*

Toll Operations

Summary of Expenses:

	FY 2012 Budget	FY 2013 Budget	FY 2014 Proposed Budget	Increase (Decrease)
Salaries and Wages	\$ 308,443	\$ 307,863	\$ 405,471	31.71%
Contractual Services	4,633,991	5,743,201	7,053,781	22.82%
Materials and Supplies	31,000	41,175	41,175	0.00%
Operating Expense	95,725	189,075	189,575	0.26%
Financing Expense	0	0	0	
Total Expenses	5,069,159	6,281,314	7,690,002	22.43%



Authorized Personnel:

	Positions		
	FY 2012 Adopted	FY 2013 Adopted	FY 2014 Proposed
Operations Director	1	1	1
Customer Service and Toll Operations Manager	1	1	1
Administrative Assistant	0	0	1
Total Positions - Toll Operations	2	2	3

**FY 2014 Proposed Operating Budget
Toll Operations**

Account Name	Budget Prior Year FY 2012	Actual Year to Date 4/30/13	Budget Amount FY 2013	Budget Request FY 2014
Expenses				
Salaries and Wages				
Salary Expense-Regular	221,000	186,696	233,320	283,232
TCDRS	32,045	26,296	33,831	41,069
FICA	10,602	7,773	10,870	13,881
FICA MED	3,205	2,679	3,383	4,107
Health Insurance Expense	24,796	12,678	8,892	40,680
Life Insurance Expense	597	211	630	765
Other Benefits	14,758	11,143	15,497	19,577
Unemployment Taxes	1,440	(78)	1,440	2,160
Total Salaries and Wages	308,443	247,397	307,863	405,471
Contractual Services				
Professional Services				
General Engineering Consultant	50,000	-	50,000	50,000
General System Consultant	175,000	6,439	175,000	175,000
Image Processing 183A	600,000	865,536	780,000	1,140,000
NEW - Image Processing Manor				120,000
Facility maintenance	20,000	12,620	41,954	-
HERO	820,000	933,380	1,629,000	1,629,000
Human Resources	-		-	
Legal	-	648	-	-
Total Professional Services	1,665,000	1,818,624	2,675,954	3,114,000
Other Contractual Services				
ETC Maintenance Contract	840,000	427,951	1,029,900	1,291,625
ETC Development	125,000	-	125,000	125,000
ETC Testing	30,000	-	30,000	30,000
Law Enforcement	250,000	134,581	250,000	250,000
Special assignments	5,000	-	5,000	5,000
Traffic Management	84,000	42,823	-	-
Fire & Burglar Alarm	-	114	-	3,060
NEW - Generator Maintenance				20,000
NEW - Generator Fuel				9,000
NEW - Elevator Maintenance				2,640
NEW - Refuse				780
NEW - Pest control				1,536
NEW - Custodial				4,440
Cell Phones	1,200	988	1,200	1,200
Local Telephone Service	10,000	2,498	10,000	15,000
Internet	1,500	-	1,500	5,000
Fiber Optic System	63,000	32,465	63,000	30,000
Memberships	1,000	2,500	2,859	3,500

**FY 2014 Proposed Operating Budget
Toll Operations**

Account Name	Budget Prior Year FY 2012	Actual Year to Date 4/30/13	Budget Amount FY 2013	Budget Request FY 2014
Continuing Education	-	-	1,500	1,500
Professional Development	-	-	1,500	1,500
Seminars and Conferences	3,500	800	4,000	4,000
Staff-Travel	7,000	3,955	7,000	7,000
Other Contractual Svcs	100,000	-	-	-
TxTag Collection Fees	1,347,791	1,096,865	1,434,788	2,013,000
NEW - Court Enforcement Costs				15,000
Contractual Contingencies	100,000	-	100,000	100,000
Total Other Contractual Services	2,968,991	1,745,539	3,067,247	3,939,781
Total Contractual Services	4,633,991	3,564,163	5,743,201	7,053,781
Materials and Supplies				
Maintenance Supplies-Roadway	-	-	9,175	9,175
ETC spare parts expense	30,000	-	30,000	30,000
Misc Materials & Supplies	1,000	-	2,000	2,000
Total Materials and Supplies	31,000	-	41,175	41,175
Operating Expenses				
Mileage Reimbursement	2,000	451	1,000	1,500
Toll Expense	1,000	15	300	300
Parking	25	-	25	25
Meeting Expense	-	76	200	200
Postage Expense	-	-	50	50
Repair & Maintenance-General	-	403	-	-
Repair & Maintenance Toll Equip	5,000	400	5,000	5,000
Water	7,500	5,293	7,500	7,500
Electricity	80,000	54,032	175,000	175,000
Total Operating Expenses	95,725	60,671	189,075	189,575
Total Expenses	\$ 5,069,159	\$ 3,872,231	\$ 6,281,314	\$ 7,690,002

Communications

The primary role of the Communications and Marketing Department is the development and facilitation of programs that advance the mission of the agency through strategic interaction with customers and the media. These efforts are generally classified into four general areas of specialization that include communications, marketing, media relations, and customer service.

Major Business Functions:

Communications: This business function involves the development of communication tools such as publications, collateral material, videos, websites, displays, presentations and social media to inform customers and stakeholders about the work of the Mobility Authority. The communication function also handles customer and stakeholder inquiries and assists with dispute resolution related to agency operations. Another major communication function is the coordination and promotion of events such as groundbreakings, ribbon cuttings, and stakeholder presentations.

Marketing: Activities in the marketing area revolve primarily around the strategic promotion of the Mobility Authority, TxTag and Pay by Mail in the form of paid advertising. This can include direct mail, television, radio, print ads and sponsorships.

Media Relations: Work in the media relations area involves developing media outreach strategies, writing and distributing media alerts and news releases, building relationships with members of the media, soliciting coverage from the media, responding to media inquiries, coordinating interviews, managing the flow of information, monitoring media coverage and documenting results.

Customer Service: The Communication Department is the main point of contact for customers and members of the public seeking information or assistance. The Communication Department responds to phone calls and email inquiries from the public and assists the agency with the development of responses to written correspondence.

FY 2013 Highlights and Accomplishments:

- Maintained strong community relations on the Manor Expressway project, hosting a number of neighborhood events and successfully opening Phase 1 of the project. *Strategic Initiatives: Economic Vitality, Regional Mobility, Innovation*
- Successfully completed the MoPac Environmental Study and began implementation of the public outreach program for construction using Bleiker strategy. *Strategic Initiative: Economic Vitality, Regional Mobility, Innovation*

Communications

FY 2013 Highlights and Accomplishments (continued):

- Implemented the public outreach program for the Bergstrom Expressway. Established a logo and web site, held numerous open houses and small group meetings, and began developing context sensitive design for corridor. *Strategic Initiatives: Economic Vitality, Regional Mobility, Innovation*
- Implemented public outreach program for the Oak Hill Parkway project utilizing Bleiker strategy. Held community contest to develop project brand, created project web site, held first open house, conducted small working group meeting to address community issues with project and generated positive press and positive community feedback regarding the process. *Strategic Initiatives: Economic Vitality, Regional Mobility, Innovation, sustainability*
- Continued support for various mobility related events including project graduation and Liberty Hill's Rip Roar'in Ride. *Strategic Initiatives: Regional Mobility*
- Extended partnerships with the Texas Stars and the Round Rock Express to promote toll traffic while supporting these two regional attractions. *Strategic Initiatives: Economic Vitality*
- Produced agency video highlighting projects and accomplishments. *Strategic Initiative: Economic Vitality, Regional Mobility, Innovation, sustainability*

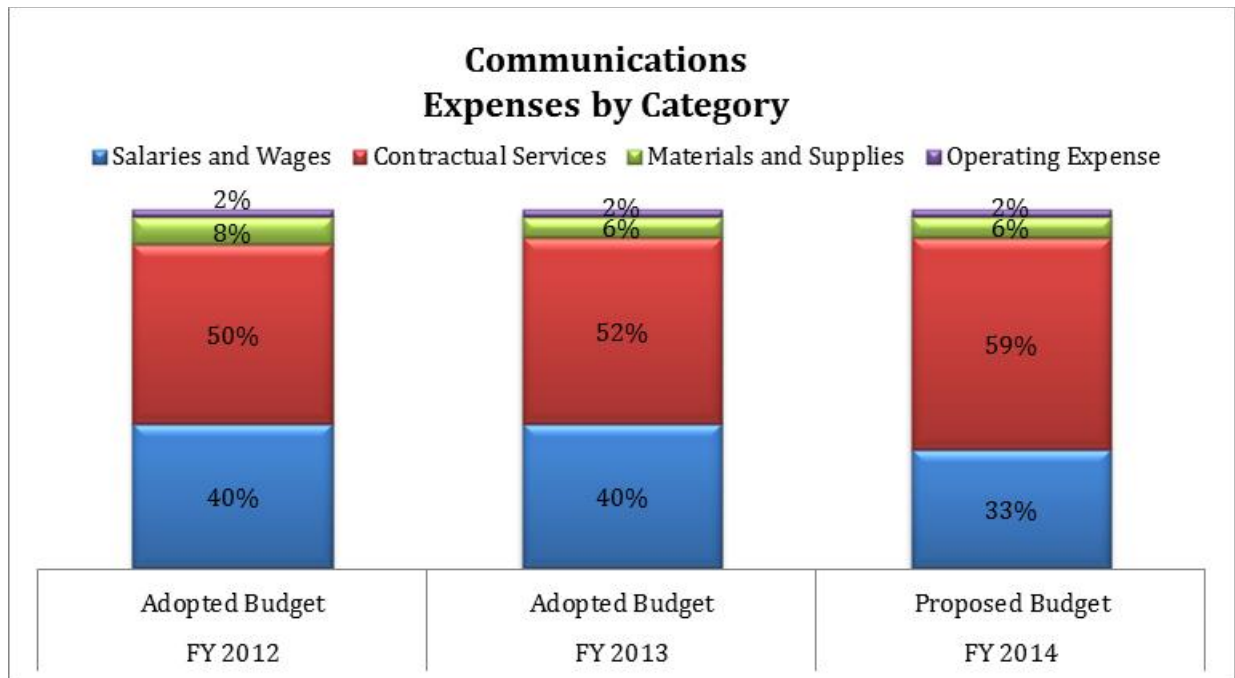
FY 2014 Overview and Goals:

- The main focus of the communications team in FY 2014 will be media relations activities for the five environmental studies that will be underway including the MoPac South, Oak Hill, Manchaca, Bergstrom and US 183 North projects. *Strategic Initiative: Regional Mobility*
- The communications team plans to continue our partnerships with the Texas Stars and Round Rock Express. We will also continue to support local chambers of commerce through membership and the participation in various advertising opportunities. We will also pursue opportunities to partner with various businesses to promote economic development and increase toll road traffic. *Strategic Initiative: Economic Vitality*
- The team will develop an opening strategy for the Manor Expressway project that includes advertising to promote use of the roadway and TxTag. A Grand Opening event will also be planned. *Strategic Initiative: Regional Mobility, Economic Vitality*
- The team will work with the MoPac Project team to implement an advertising campaign to promote the start of construction on the project. *Strategic Initiative: Regional Mobility, Innovation*

Communications

Summary of Expenses:

	FY 2012 Budget	FY 2013 Budget	FY 2014 Proposed Budget	Increase (Decrease)
Salaries and Wages	\$ 265,509	\$ 270,944	\$ 216,043	-20.26%
Contractual Services	327,600	348,200	380,600	9.30%
Materials and Supplies	50,000	37,000	37,000	0.00%
Operating Expense	14,700	14,700	14,100	-4.08%
Financing Expense	0	0	0	
Total Expenses	657,809	670,844	647,743	-3.44%



Authorized Personnel:

	Positions		
	FY 2012 Adopted	FY 2013 Adopted	FY 2014 Proposed
Communications and Marketing Director	1	1	0
Communications and Marketing Manager	0	0	1
Communications and Marketing Specialist	1	1	1
Intern*	1	1	1
Total Positions - Communications	3	3	3

*Not currently filled

**FY 2014 Proposed Operating Budget
Communications and Marketing**

Account Name	Budget Prior Year FY 2012	Actual Year to Date 4/30/13	Budget Amount FY 2013	Budget Request FY 2014
Expenses				
Salaries and Wages				
Salary Expense-Regular	190,600	151,256	189,073	155,400
TCDRS	26,187	21,322	27,416	22,533
FICA	10,825	8,142	10,377	10,174
FICA MED	2,764	2,191	2,742	2,253
Health Insurance Expense	20,308	23,482	26,701	14,284
Life Insurance Expense	488	216	510	420
Other Benefits	12,177	9,402	12,685	10,259
Unemployment Taxes	2,160	18	1,440	720
Total Salaries and Wages	265,509	216,030	270,944	216,043
Contractual Services				
Professional Services				
Photography	15,000	-	15,000	10,000
Total Professional Services	15,000	-	15,000	10,000
Other Contractual Services				
Graphic Design Services	10,000	11,070	10,000	40,000
Website Maintenance	25,000	2,929	35,000	35,000
Research Services	25,000	3,154	50,000	50,000
Communications and Marketing	170,000	162,655	140,000	140,000
Advertising Expense	40,000	69,205	60,000	60,000
Direct Mail	5,000	757	5,000	5,000
Video Production	5,000	20,920	5,000	20,000
Radio	15,000	-	10,000	10,000
Other Public Relations	2,500	-	2,500	2,500
Cell Phones	600	1,170	1,200	600
Subscriptions	500	-	500	500
Memberships	1,000	900	1,000	1,000
Seminars and Conferences	5,000	2,894	5,000	3,000
Staff-Travel	8,000	5,471	8,000	3,000
Total Other Contractual Services	312,600	281,125	333,200	370,600
Total Contractual Services	327,600	281,125	348,200	380,600
Materials and Supplies				
Annual Report printing	10,000	5,534	7,000	7,000
Other Reports-Printing	20,000	3,408	10,000	10,000
Direct Mail Printing	5,000	-	5,000	5,000
Office Supplies-Printed	-	1,560	-	-

**FY 2014 Proposed Operating Budget
Communications and Marketing**

Account Name	Budget Prior Year FY 2012	Actual Year to Date 4/30/13	Budget Amount FY 2013	Budget Request FY 2014
Promotional Items	10,000	4,827	10,000	10,000
Displays	5,000	-	5,000	5,000
Total Materials and Supplies	50,000	15,329	37,000	37,000
<i>Operating Expenses</i>				
Mileage Reimbursement	1,500	1,240	1,500	1,000
Toll Tag Expense	200	48	200	100
Community Meeting/Events	5,000	-	5,000	5,000
Meeting Expense	500	300	500	500
Public Notices	2,000	-	2,000	2,000
Postage Expense	5,000	-	5,000	5,000
Local Delivery Services	500	-	500	500
Total Operating Expenses	14,700	1,587	14,700	14,100
Total Expenses	\$ 657,809	\$ 514,070	\$ 670,844	\$ 647,743

Law Department

The Law Department exists to provide trusted legal advice and counsel to support and advance the mission of the Mobility Authority. The General Counsel and Legal Assistant work with the Board of Directors, the Executive Director, staff, and consultants to anticipate, identify, consider, and respond to legal issues. The Law Department provides information, advice, and guidance on compliance with applicable laws and represents the Authority's interests in its relationships with customers, other agencies, consultants, vendors, and the public. The Law Department coordinates and collaborates with outside counsel to provide resources and expertise to support the Mobility Authority's projects, programs, and operations.

Major Business Functions:

- Identify, research, and advise the Board, Executive Director, and staff on legal issues that arise in connection with Mobility Authority operations and functions.
- Ensure that the Board and management receive timely, sound legal advice concerning compliance with laws and regulations.
- Coordinate, review, and prepare the agenda and backup materials for Board meetings.
- Draft, review, and advise on documents that implement Mobility Authority programs and operations, including:
 - Resolutions and policy code provisions enacted by the Board;
 - Procurement documents such as bid solicitations, requests for information, requests for qualifications, requests for proposals, and other related documents;
 - Contracts with vendors and interlocal agreements other government agencies;
 - Documents required by open government and ethics laws, including responses to requests for public information and disclosures of conflicts of interest and personal financial information.
- Advise on the implementation, construction, and application of existing agreements and legal issues that may arise under those agreements.
- Collaborate with Mobility Authority staff and court officials in Williamson and Travis Counties to continuously improve toll collection and enforcement practices and strategies.
- Assist in managing Mobility Authority records and document retention systems to ensure compliance with legal requirements and best practices.
- Manage the appropriate, efficient use of resources and expertise for legal services provided by outside counsel.

Law Department

FY 2013 Highlights and Accomplishments:

- Worked with outside counsel and Mobility Authority staff to respond to proposals in the 83rd Legislature that could affect the operations of the Mobility Authority.

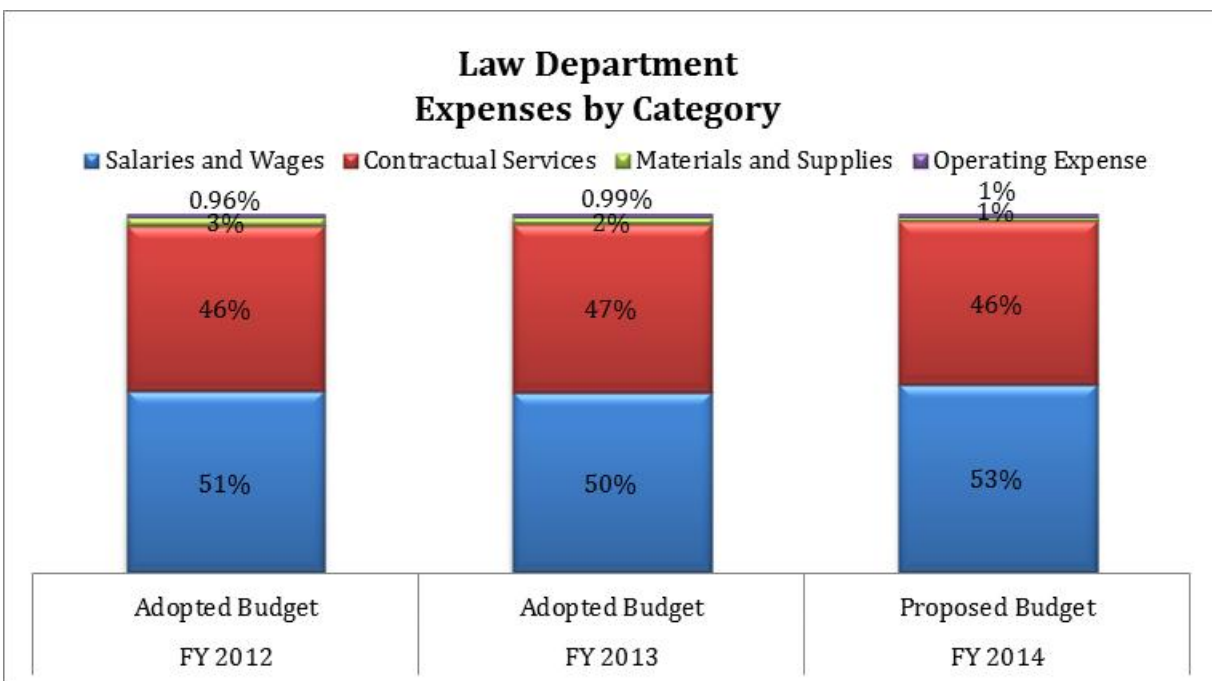
FY 2014 Overview and Goals:

- Continue to manage and provide legal support for Mobility Authority governance, projects, and operations.
- Create, review, and update document templates and systems to increase efficiency and best practices in Mobility Authority contracting and agenda preparation processes.
- Provide support and focus on strategies and procedures to improve toll collections by implementing creative enforcement strategies and methods authorized by state law.
- Continue to review, analyze, and recommend Policy Code revisions to comply with evolving legal requirements and best practices, and to provide necessary or desirable improvements.

Law Department

Summary of Expenses:

	FY 2012 Budget	FY 2013 Budget	FY 2014 Proposed Budget	Increase (Decrease)
Salaries and Wages	\$ 288,480	\$ 300,839	\$ 308,979	2.71%
Contractual Services	260,800	279,800	267,800	-4.29%
Materials and Supplies	15,000	12,000	6,000	-50.00%
Operating Expense	5,450	5,920	5,700	-3.72%
Financing Expense	0	0	0	
Total Expenses	569,730	598,559	588,479	-1.68%



Authorized Personnel:

	Positions		
	FY 2012 Adopted	FY 2013 Adopted	FY 2014 Proposed
Legal Counsel	1	1	1
Administrative Assistant	1	1	1
Total Positions - Legal	2	2	2

**FY 2014 Proposed Operating Budget
Legal Services**

Account Name	Budget Prior Year FY 2012	Actual Year to Date 4/30/13	Budget Amount FY 2013	Budget Request FY 2014
Expenses				
Salaries and Wages				
Salary Expense-Regular	212,000	174,016	217,509	223,906
TCDRS	30,885	24,518	31,539	32,466
FICA	10,075	7,527	10,168	10,490
FICA MED	3,089	2,517	3,154	3,247
Health Insurance Expense	15,153	19,466	21,905	21,905
Life Insurance Expense	572	206	587	605
Other Benefits	14,266	10,868	14,537	14,920
Unemployment Taxes	1,440	(71)	1,440	1,440
Total Salaries and Wages	288,480	239,046	300,839	308,979
Contractual Services				
Professional Services				
Legal	250,000	197,581	270,000	250,000
Total Professional Services	250,000	197,581	270,000	250,000
Other Contractual Services				
IT Services	-	4,165	-	8,000
Software Licenses	-	-	200	200
Cell Phones	600	350	600	600
Memberships	1,500	166	2,000	2,000
Continuing Education	2,000		800	800
Seminars and Conferences	2,500	540	2,500	2,500
Staff-Travel	3,500	1,572	3,000	3,000
Other Contractual Svcs	200		200	200
Contractual Contingencies	500		500	500
Total Other Contractual Services	10,800	6,793	9,800	17,800
Total Contractual Services	260,800	204,374	279,800	267,800

**FY 2014 Proposed Operating Budget
Legal Services**

Account Name	Budget Prior Year FY 2012	Actual Year to Date 4/30/13	Budget Amount FY 2013	Budget Request FY 2014
<i>Materials and Supplies</i>				
Books & Publications	15,000	4,504	12,000	6,000
Office Supplies	-	43	-	
Total Materials and Supplies	15,000	4,547	12,000	6,000
<i>Operating Expenses</i>				
Mileage Reimbursement	500	92	250	250
Toll Tag Expense	50	1	20	
Parking	50	7	50	50
Meeting Expense	4,150	-	5,000	5,000
Public Notices	200	-	200	
Postage Expense	200	94	100	100
Overnight Delivery Services	100	11	100	200
Local Delivery Services	200	-	200	100
Total Operating Expenses	5,450	204	5,920	5,700
Total Expenses	\$ 569,730	\$ 448,172	\$ 598,559	\$ 588,479

Engineering

The primary role of the Engineering Department is to provide leadership and direction for all engineering functions within the Mobility Authority.

Major Business Functions:

Project Inception and Feasibility: Coordinate with other transportation providers in the region (TxDOT, City of Austin, Travis County, and Williamson County) to assure that mobility needs for the region are defined and included in the Long Range Transportation Plan. Provide feasibility analysis for selected projects to evaluate implementation priority.

Project Development: Accurately program and develop priority projects to the appropriate level for implementation based on coordination with stakeholders. Stakeholders would include external – federal and state agencies, local governments and the general public. Internal stakeholders would include the Board of Directors, the Executive Director, Legal Department, Financial Team, Toll Operations Department, General Engineering Consultants and Public Relations Department. The deliverable may include schematic level design, or more complete design as well as the appropriate level of environmental documentation and clearance.

Project Implementation: Determine the appropriate project delivery method and oversight to provide the Authority with a project of the highest quality that meets the financial and timing constraints.

Roadway Maintenance: Quantifiable definition of appropriate levels of roadway maintenance that will drive the estimated maintenance costs for any given project over the life of any debt and beyond. Programmatic annual assessment of roadway conditions and estimated maintenance costs (needs) for the next fiscal year. Oversight of all maintenance activities performed on Authority roadways or other assets.

FY 2013 Highlights and Accomplishments:

- Final Acceptance of the 183A Phase II toll project. *Strategic Initiatives: Regional Mobility, Economic Vitality*
- Open to traffic and Final Acceptance of the direct connectors on the 290E toll project to and from US 183 using “economic stimulus” funding. *Strategic Initiatives: Regional Mobility, Economic Vitality*
- Significant progress on the design-build Comprehensive Development Agreement (CDA) for the 290E toll project from US 183 east to SH 130. *Strategic Initiatives: Regional Mobility, Economic Vitality*
- Assisted the North East Texas Regional Mobility Authority (NET RMA) with procurement of General Engineering Consultant services.

Engineering

FY 2013 Highlights and Accomplishments (continued):

- Negotiation and award of a Best Value – Design/Build contract to CH2M Hill for the design and construction of the MoPac Improvement Project. *Strategic Initiative: Regional Mobility, Economic Vitality*
- Procurement of CP&Y as Project Consultant to produce environmental documentation for the 183(N) Express Lanes from Loop 1 north to 183A. *Strategic Initiative: Regional Mobility, Economic Vitality*
- Procurement of Jacobs Engineering as Project Consultant to produce environmental documentation for the Loop 1 (S) Express Lanes from Ladybird Lake south to Slaughter Lane. *Strategic Initiative: Regional Mobility, Economic Vitality*
- Deployment of the project development teams performing the environmental documentation for the 183(S) project and the US 290(W)/ SH 71(W) interchange project. *Strategic Initiatives: Regional Mobility, Economic Vitality*
- Hired a new Construction and Maintenance Manager for the engineering department to provide oversight for all construction and maintenance activities. *Strategic Initiatives: Regional Mobility, Innovation*
- Entered into a new Interlocal Agreement with TxDOT for Performance Based Maintenance Contracting affecting all open Mobility Authority roadways. *Strategic Initiative: Innovation*

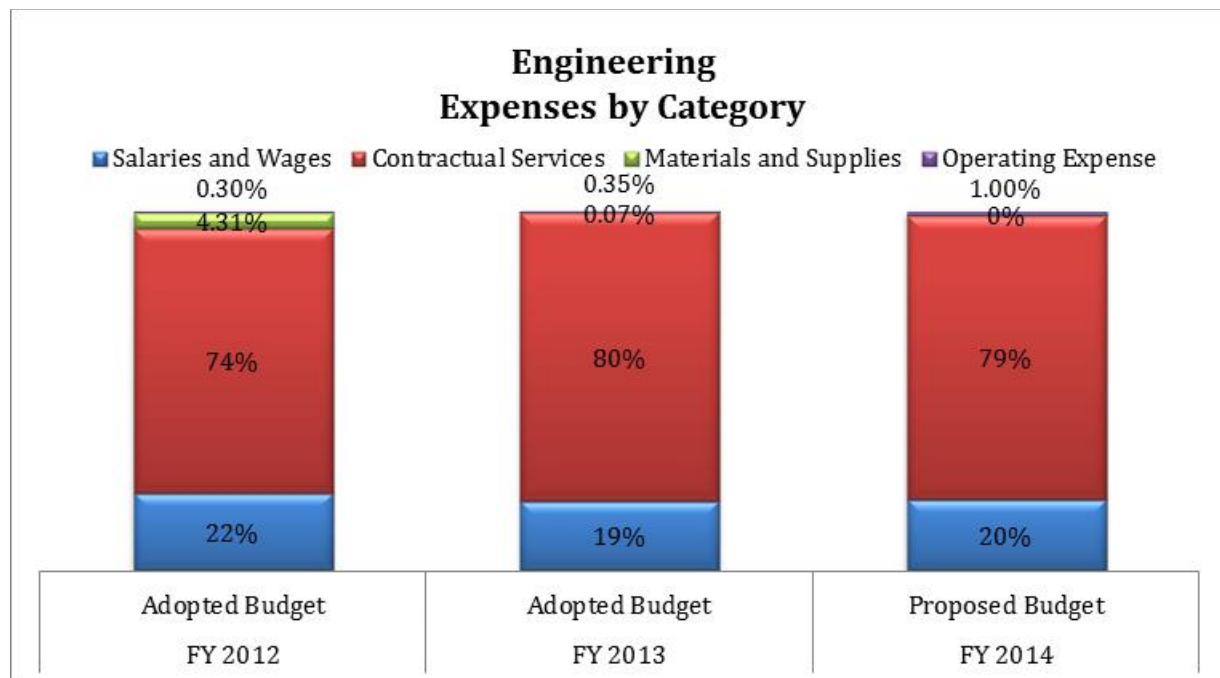
FY 2014 Overview and Goals:

- Continue program support from our two General Engineering Consultant's (GEC's) for all annual Operations Budget activities. *Strategic Initiative: Innovation*
- Completion of modifications to the Project Dashboard website making project and program data more user friendly. *Strategic Initiatives: Innovation*
- Completion of the 183S (Bergstrom Expressway) environmental process. *Strategic Initiatives: Regional Mobility, Economic Vitality*
- Significant environmental documentation progress for 183(N) Exp. and Loop 1 (S) Exp. projects. *Strategic Initiatives: Regional Mobility, Sustainability*
- Conduct in depth research and begin formulating an asset management strategy for the Authority. *Strategic Initiative: Sustainability*
- Research appropriate performance measures for the Engineering Department as well as the Authority with respect to transportation project implementation. *Strategic Initiative: Innovation*

Engineering

Summary of Expenses:

	FY 2012 Budget	FY 2013 Budget	FY 2014 Proposed Budget	Increase (Decrease)
Salaries and Wages	\$ 628,325	\$ 546,121	\$ 563,526	3.19%
Contractual Services	2,137,100	2,251,000	2,221,500	-1.31%
Materials and Supplies	125,000	2,000	1,000	-50.00%
Operating Expense	8,770	9,800	10,700	9.18%
Financing Expense	0	0	0	
Total Expenses	2,899,195	2,808,921	2,796,726	-0.43%



Authorized Personnel:

	Positions		
	FY 2012 Adopted	FY 2013 Adopted	FY 2014 Proposed
Engineering Director	1	1	1
Engineering Manager	1	1	1
Maintenance Manager	1	1	0
Construction and Maintenance Manager	0	0	1
Administrative Assistant	0	1	1
Total Positions - Engineering	3	4	4

**FY 2014 Proposed Operating Budget
Engineering Services**

Account Name	Budget Prior Year FY 2012	Actual Year to Date 4/30/13	Budget Amount FY 2013	Budget Request FY 2014
Expenses				
Salaries and Wages				
Salary Expense-Regular	368,601	196,201	378,390	401,857
Contractual Employees Expense	105,000	-	5,000	5,000
TCDRS	53,447	27,637	54,867	58,269
FICA	16,390	10,760	19,517	20,922
FICA MED	5,345	2,814	5,487	5,827
Health Insurance Expense	51,593	37,589	53,603	40,922
Life Insurance Expense	995	(450)	1,021	1,085
Other Benefits	24,695	8,670	25,356	26,764
Unemployment Taxes	2,259	126	2,880	2,880
Total Salaries and Wages	628,325	283,348	546,121	563,526
Contractual Services				
Professional Services				
General Engineering Consultant	1,200,000	123,715	1,200,000	1,200,000
GEC-Trust Indenture Support	-	52,303	-	-
GEC-Financial Planning Support	-	35,554	-	-
GEC-Toll Ops Support	-	1,748	-	-
GEC-Roadway Ops Support	-	154,460	-	-
GEC-Technology Support	-	26,231	-	-
GEC-Public Information Support	-	7,673	-	-
GEC-General Support	-	182,690	-	-
Total Professional Services	1,200,000	584,374	1,200,000	1,200,000
Other Contractual Services				
Emergency Maintenance	10,000	-	10,000	10,000
Roadway Maintenance Contract	300,000	98,118	640,000	750,000
Landscape Maintenance	280,000	103,950	280,000	250,000
Signal & Illumination Maint	175,000	46,743	-	-
Mowing and litter control	40,000	40,806	-	-
Hazardous Material Cleanup	10,000	-	-	-
Striping	75,000	-	-	-
Graffiti removal	10,000	225	-	-
Cell Phones	3,600	2,198	2,500	2,500
Other Communication Expenses	-	-	10,000	-
Continuing Education	-	450	-	-
Seminars and Conferences	3,000	2,185	3,000	3,000
Staff-Travel	5,500	4,183	5,500	6,000
Contractual Contingencies	-	-	100,000	-

**FY 2014 Proposed Operating Budget
Engineering Services**

Account Name	Budget Prior Year FY 2012	Actual Year to Date 4/30/13	Budget Amount FY 2013	Budget Request FY 2014
Total Other Contractual Services	937,100	298,858	1,051,000	1,021,500
Total Contractual Services	2,137,100	883,232	2,251,000	2,221,500
<i>Materials and Supplies</i>				
Office Supplies	-	-	1,000	
Ice Control Materials	25,000	-	-	
Maintenance Supplies-Roadway	100,000	-	-	
Tools & Equipment Expense	-	-	500	500
Misc Materials & Supplies	-	14	500	500
Total Materials and Supplies	125,000	14	2,000	1,000
<i>Operating Expenses</i>				
Gasoline Expense	5,000	2,924	5,000	5,500
Mileage Reimbursement	1,000	1,776	1,200	2,000
Toll Tag Expense	2,300	1,645	2,300	2,000
Parking	20	69	100	100
Meeting Expense	100	197	100	100
Postage Expense	-	13	-	-
Overnight Delivery Services	-	8	-	
Repair & Maintenance-Vehicles	100	203	500	500
Other Licenses	250	470	600	500
Total Operating Expenses	8,770	7,305	9,800	10,700
Total Expenses	\$ 2,899,195	\$ 1,173,899	\$ 2,808,921	\$ 2,796,726

Consolidated Staffing Schedule

Authorized Personnel:

	Positions		
	FY 2012 Adopted	FY 2013 Adopted	FY 2014 Proposed
<u>Administration</u>			
Executive Director	1	1	1
Deputy Director	1	1	1
Assistant to Executive Director	1	1	1
Receptionist	1	1	1
Community Relations Director**	0	0	1
Community Development Specialist	1	0	0
Public Outreach Manager	0	1	1
Intern*	1	1	1
<u>Financial Services</u>			
CFO	1	1	1
Controller	1	1	1
Fiscal Analyst	1	1	1
<u>Toll Operations</u>			
Operations Director	1	1	1
Customer Service and Toll Operations Manager	1	1	1
Administrative Assistant (new for FY 2014)	0	0	1
<u>Communications and Marketing</u>			
Communications and Marketing Director	1	1	0
Communications and Marketing Manager	0	0	1
Communications and Marketing Specialist	1	1	1
Intern*	1	1	1
<u>Legal</u>			
Legal Counsel	1	1	1
Administrative Assistant	1	1	1
<u>Engineering</u>			
Engineering Director	1	1	1
Engineering Manager	1	1	1
Maintenance Manager	1	1	0
Construction and Maintenance Manager	0	0	1
Administrative Assistant	1	1	1
Total Positions	20	20	22

*Positions currently not filled

**For FY 2014 and 2015 this position is funded through the MoPac Improvement Project

Operating Capital Budget

FY 2014 Operating Capital Budget

Server and other hardware replacements	\$	25,000
Furniture		15,000
Vehicle		30,000
Financial Software Upgrade		40,000
Total Operating Capital Budget	\$	110,000

System Operating Budget

System Operating Costs

Toll Operations	Operating Expenses	\$	7,690,002
Finance Department	Insurance Expense		90,000
Finance Department	Trustee Expense		8,000
Finance Department	Salaries		323,634
Finance Department	Rent		400,000
Finance Department	Contractual		165,100
Finance Department	Materials and Supplies		19,650
Legal	Salaries		123,592
Legal	Contractual		125,000
Communications	Salaries		108,022
Communications	Contractual		130,000
Communications	Materials and Supplies		8,100
Engineering	Salaries		169,058
Engineering	Contractual		361,250
Administration	Salaries		391,106

Total System Operating Costs			\$ 10,112,513
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Debt Service Schedules

**Central Texas Regional Mobility Authority
Schedule of Outstanding Debt
Fiscal Year 2014**

Debt Issue	Date of Issue	Date of Maturity	Average Interest Rates	Amount Issued	Amount Outstanding 7/1/2013
2013 Senior Lien Revenue Refunding Bonds	5/1/2013	1-Jan-2043	3.00% - 5.00%	\$ 155,810,000	\$ 155,810,000
2013 Senior Lien Revenue Put Bonds	5/1/2013	4-Jan-2016	3.00%	30,000,000	30,000,000
2013 Subordinate Lien Revenue Refunding Bonds	5/1/2013	1-Jan-2042	3.00% - 5.00%	103,960,000	103,960,000
2011 Regions Loan (Revolving Line of Credit)	1-Nov-2011	1-Nov-2014	30 bps over LIBOR	5,000,000	1,600,000
2011 Senior Lien Revenue Bonds	29-Jun-2011	1-Jan-2046	5.75% - 6.25%	295,930,000	295,930,000
2011 Senior Lien Capital Appreciation Bonds	29-Jun-2011	1-Jan-2026	5.90% - 6.50%	9,999,944	9,999,944
2011 Subordinated Lien Revenue Bonds	29-Jun-2011	1-Jan-2041	6.75%	70,000,000	70,000,000
2010 Senior Lien Revenue Bonds	1-Mar-2010	1-Jan-2040	5.75%	59,880,000	59,880,000
2010 Senior Lien Capital Appreciation Bonds	1-Mar-2010	1-Jan-2040	7.20% - 7.85%	34,999,710	34,999,710
Total Debt Service				\$ 475,809,654	\$ 472,409,654

Debt Service Schedules

Debt Service Schedule Fiscal Year 2014

	Principal	Regular Interest	Accreted Interest	Capitalized Interest
2013 Senior Lien Refunding Bonds				
1/1/2014	1,100,000	3,873,475		
7/1/2014		3,856,975		
2013 Put Bonds				
1/1/2014		450,000		
7/1/2014		450,000		
2013 Subordinate Lien Refunding Bonds				
1/1/2014	250,000	2,590,600		
7/1/2014		2,586,850		
2010 Senior Lien CABs				
1/1/2014			1,700,563	
7/1/2014			1,765,192	
2010 Senior Lien Current Interest Bonds				
1/1/2014		1,721,550		
7/1/2014		1,721,550		
2011 Senior Lien				
1/1/2014				8,946,606
7/1/2014				8,946,606
2011 Senior Lien CABs				
1/1/2014			355,434	
7/1/2014			366,809	
2011 Subordinated Lien				
1/1/2014				2,362,500
7/1/2014				2,362,500
2011 Regions Loan		80,000		
Total Debt Service	\$ 1,350,000	\$ 17,331,000	\$ 4,187,998	\$ 22,618,212

Reconciliation

Interest Expense (non capital)	20,796,755
Capitalized Interest (projects)	22,618,212
Accreted Interest (projects)	722,243
Total Interest FY 2014	44,137,210
Principal	1,350,000
Total Debt Service	<u>\$ 45,487,210</u>

Capital Improvement Program

Capital Improvement Projects as of July 1, 2013

Project Name	Estimated Total Project Cost	State/Federal Funding	Funding Source
Manor Expressway Phase II (to completion)	\$ 353,100,000	\$ 128,900,000	Bond Financing, Category 2 Funding
Mopac Express Lanes Project - North (to completion)	208,345,100	199,500,000	Category 2, Category 7, Category 12 Funding
US 183 South (to environmental clearance)	726,000,000	126,000,000	and Short-Term Financing for gap Category 2 and Category 12 Funding
Value Pricing Project	1,525,530	1,220,424	80% Federal Grant; 20% General Fund match
Ride Share Project	150,000	120,000	80% Federal Grant; 20% General Fund match
US 183/183A Intersection Improvements (to completion)	3,200,000	-	TxDOT Pass-Through Agreement, Private Developer; General Fund
Mopac Express Lanes Project - South (to construction)	16,500,000	16,500,000	Proposition 12 Funding
SH 45 SW (to environmental clearance)	2,000,000	2,000,000	Category 2 and Category 12 Funding
US 290 West - The "Y" (to environmental clearance)	3,100,000	3,100,000	Category 2 and Category 12 Funding
US 183 N Express Lanes (to environmental clearance)	7,200,000	7,200,000	Category 7 Funding
	\$ 1,321,120,630	\$ 484,540,424	

Funding Sources Descriptions:

Category 2 - Metropolitan Area Corridor Projects (Federal)
 Category 7 - Statewide Transportation Program - Metropolitan Mobility/Rehabilitation (Federal)
 Category 12 - Commission Strategic Priority (State/Federal)
 Proposition 12 - General Obligation Bond Projects (State)



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #5 SUMMARY

Presentation on 2013 revenue bond
refunding.

Strategic Plan Relevance: Regional Mobility

Department: Finance

Associated Costs: N/A

Funding Source: N/A

Board Action Required: NO

Description of Matter:

Presentation regarding the 2013 Revenue Bond Refunding.

Attached documentation for reference:

Presentation

Contact for further information:

Bill Chapman, Chief Financial Officer

Cindy Demers, Controller

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

Financing Summary:

Senior Lien Revenue Refunding Bonds, Series 2013A
Senior Lien Revenue Refunding Put Bonds, Series 2013B
Subordinate Lien Revenue Refunding Bonds, Series 2013

STRICTLY PRIVATE AND CONFIDENTIAL



Series 2013 Revenue Refunding Bonds:

Transaction Overview

Transaction Overview

- On April 23, 2013, J.P. Morgan served as bookrunner for CTRMA's \$155.8 million Series 2013A Senior Lien Revenue Refunding Bonds and \$104.0 million Series 2013 Subordinate Lien Revenue Refunding Bonds
 - Barclays, Citigroup, Coastal Securities, Estrada Hinojosa, Jefferies, Loop Capital Markets, Ramirez & Co, and Raymond James served as co-managers
- Concurrently, Loop Capital Markets sole managed the \$30.0 million Series 2013B Senior Lien Revenue Refunding Put Bonds
- FirstSouthwest and D. Ladd Pattillo & Associates served as co-financial advisors on the sale
- The Series 2013A&B Senior Lien Bonds are rated Baa2 / BBB- and the Series 2013 Subordinate Lien Bonds are rated Baa3 / BB+ by Moody's and S&P, respectively
 - ***Ahead of the sale, Moody's upgraded the Senior and Subordinate Liens from Baa3 to Baa2 and from Ba1 to Baa3, respectively***
- Bond proceeds will be used to execute a number of refundings for strategic and economic purposes:
 - Series 2005 Senior Lien Revenue Bonds – Remove National insurance policy and allow for future financing flexibility
 - Series 2005 TIFIA Loan – Eliminate cash sweep provisions that would have accelerated TIFIA's repayment ahead of other bondholders
 - Series 2010 Build America Bonds – Replace 2010 BABs with tax-exempt debt issued at historically low rates following a par call that went into effect due to sequestration
- ***CTRMA achieved NPV savings of \$17.5 million, or 5.97% of refunded par***
 - The gross cashflow savings total \$29.3 million

Series 2013 Revenue Refunding Bonds: Summary Terms of Offering

Summary Terms of Offering

Issuance	Senior Lien Revenue Refunding Bonds	Senior Lien Revenue Refunding Put Bonds	Subordinate Lien Revenue Refunding Bonds
Series	Series 2013A	Series 2013B	Series 2013
Ratings	Baa2 / BBB- / NR ¹		Baa3 / BB+ / NR ¹
Size	\$155,810,000	\$30,000,000	\$103,960,000
Coupon	3.00% - 5.00%	3.00%	3.00% - 5.00%
Yield	0.84% - 4.12%	1.45%	1.24% - 4.73%
All-In TIC	4.326%	3.659% ²	4.778%
Optional Redemption	01/01/23 @ 100.00	07/01/15 @ 100.00	01/01/23 @ 100.00
Mandatory Tender	N/A	01/04/16	N/A
Pricing Date	April 23, 2013		
Lead Underwriters	J.P. Morgan	Loop Capital Markets	J.P. Morgan

(1) Moody's / S&P / Fitch (not rated)

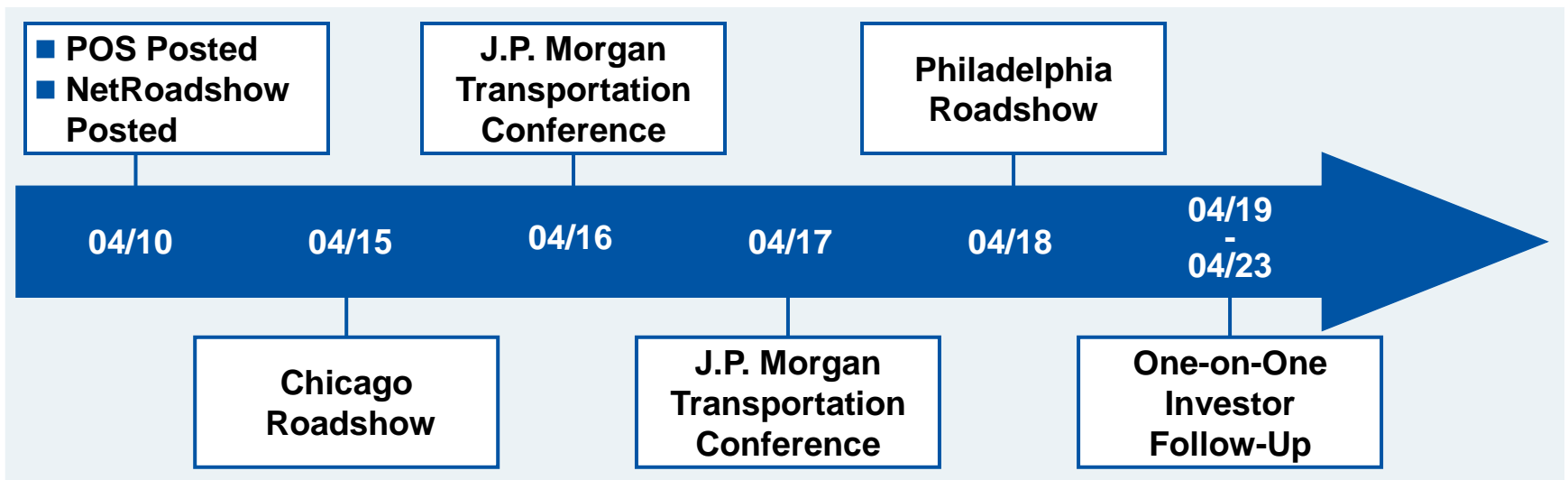
(2) Assumes refinancing at 3.90% in 2016

Series 2013 Revenue Refunding Bonds: Investor Marketing Strategy

Marketing Strategy Overview

- CTRMA, its FAs, and its underwriting team developed an extensive investor marketing program that spanned roughly two weeks and included:
 - One-on-one investor meetings with four unique investor firms in Chicago and Philadelphia
 - Seven one-on-one investors meetings at J.P. Morgan’s annual Transportation Conference
 - Presentation to over 60 Transportation Conference attendees
 - Pre-recorded NetRoadshow presentation accessed by 37 unique investor firms
 - Eight one-on-one follow-ups between investors and representatives of CTRMA, its financial advisors, and the underwriting team

Investor Outreach Timeline (2013)



Series 2013 Revenue Refunding Bonds:

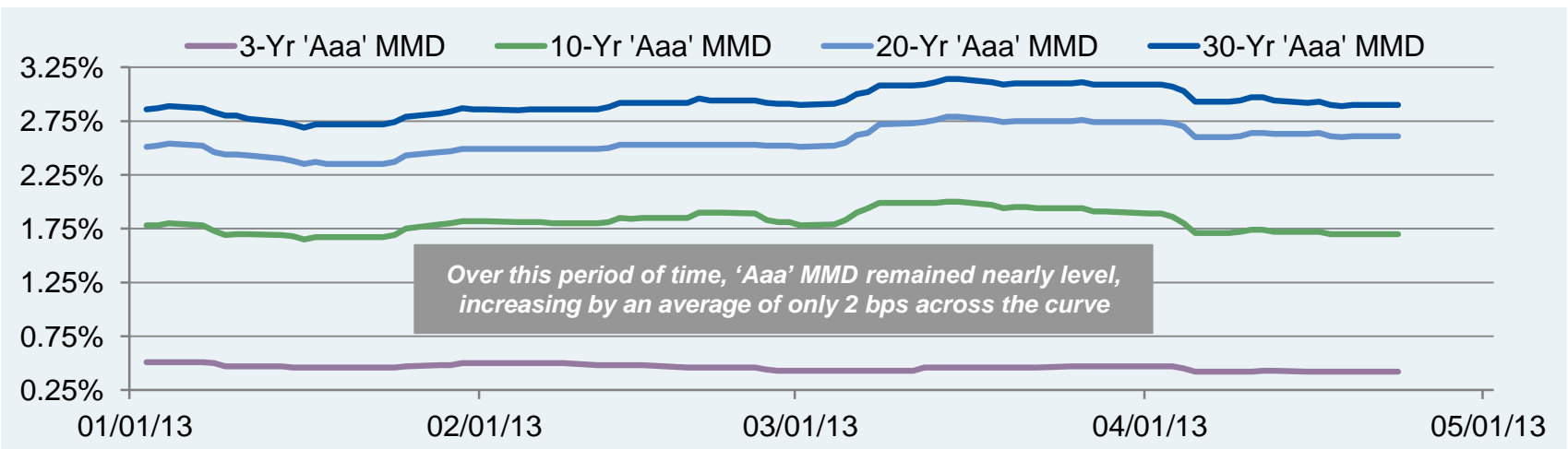
Investor Outreach Participants

Company	Participation Type			Company	Participation Type		
	NetRoadshow	Roadshow	Transportation Conference		NetRoadshow	Roadshow	Transportation Conference
1 Americo	X			21 Invesco		X	
2 Barclays	X			22 J.P.Morgan J.P. Morgan Asset Management	X		
3 BlackRock	X		X	23 Lord, Abbett & Co.	X		
4 BMO Capital Markets	X			24 Mariner	X		
5 Capital Research & Management	X		X	25 MetLife	X		
6 Cedar Ridge Partners	X			26 MFS Investment Management	X		
7 Citigroup	X			27 New York Life	X		
8 College Retirement Equities Fund (TIAA-CREF)	X			28 Northern Trust	X		
9 Columbia Management			X	29 ORIX	X		
10 Concordia Advisors			X	30 PIMCO	X		
11 Delaware Investment Advisers	X			31 Principal Global Investors	X		
12 Deutsche Asset Management	X			32 Putnam Investment Management	X		
13 Federated	X		X	33 Samuel Capital Management	X		
14 Fidelity	X			34 Schroder Investment Management	X		
15 First Security Finance	X			35 T. Rowe Price	X	X	
16 Franklin Resources	X		X	36 Vanguard	X	X	
17 Gannett, Welsh & Kotler	X			37 Virtus Investment Partners	X		
18 Goldman Sachs Asset Management	X			38 Waddell & Reed	X		
19 Guggenheim	X	X		39 Wells Capital	X		
20 HIMCO	X		X	40 Wells Fargo	X		

Investors from 40 separate firms participated in the investor outreach program

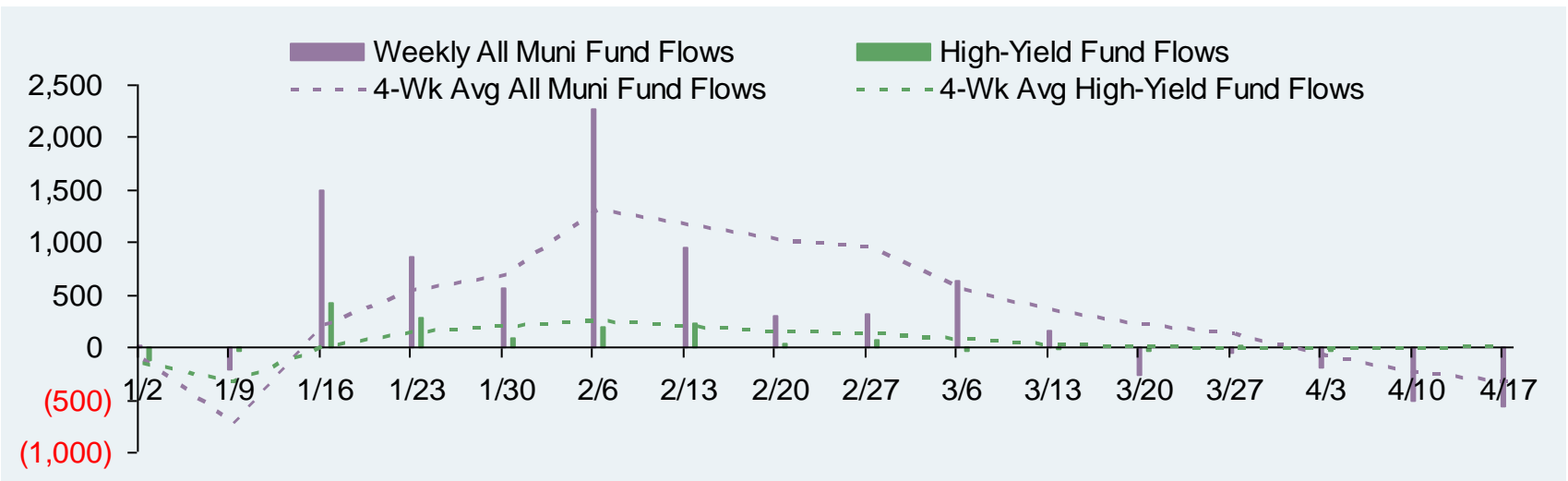
Series 2013 Revenue Refunding Bonds: Pre-Pricing Market Conditions

'Aaa' MMD (January 1, 2013 – April 23, 2013)



Source: Municipal Market Data

Muni Fund Flows (January 1, 2013 – April 23, 2013) (\$mm)



Source: Lipper FMI, iMoneyNet; Reflects all tax-exempt mutual funds that report on a weekly and monthly basis, excluding tax-exempt money market funds

Series 2013 Revenue Refunding Bonds:

Final Pricing Scales

		Series 2013A Senior Lien Revenue Refunding Bonds (Baa2 / BBB- / NR)			Series 2013 Subordinate Lien Revenue Refunding Bonds (Baa3 / BB+ / NR)		
	MMD*	Coupon	Yield	Spread to MMD	Coupon	Yield	Spread to MMD
2014	0.19%	3.00%	0.84%	65	3.00%	1.24%	105
2015	0.28%	4.00%	1.01%	73	4.00%	1.48%	120
2016	0.40%	5.00%	1.21%	81	5.00%	1.75%	135
2017	0.53%	5.00%	1.43%	90	5.00%	2.03%	150
2018	0.70%	5.00%	1.70%	100	5.00%	2.30%	160
2019	0.87%	5.00%	1.97%	110	5.00%	2.57%	170
2020	1.08%	5.00%	2.19%	111	5.00%	2.83%	175
2021	1.30%	5.00%	2.42%	112	5.00%	3.10%	180
2022	1.49%	5.00%	2.62%	113	5.00%	3.33%	184
2023	1.68%	5.00%	2.82%	114	5.00%	3.51%	183
2024	1.82%						
2025	1.95%						
2026	2.09%						
2027	2.23%						
2028	2.32%						
2029	2.40%						
2030	2.46%						
2031	2.51%						
2032	2.56%						
2033	2.61%	5.00%	3.85%	124	5.00%	4.48%	187
2034	2.66%						
2035	2.71%						
2036	2.76%						
2037	2.80%						
2038	2.83%						
2039	2.86%						
2040	2.87%						
2041	2.88%						
2042	2.89%				5.00%	4.73%	184
2043	2.90%	5.00%	4.12%	122			

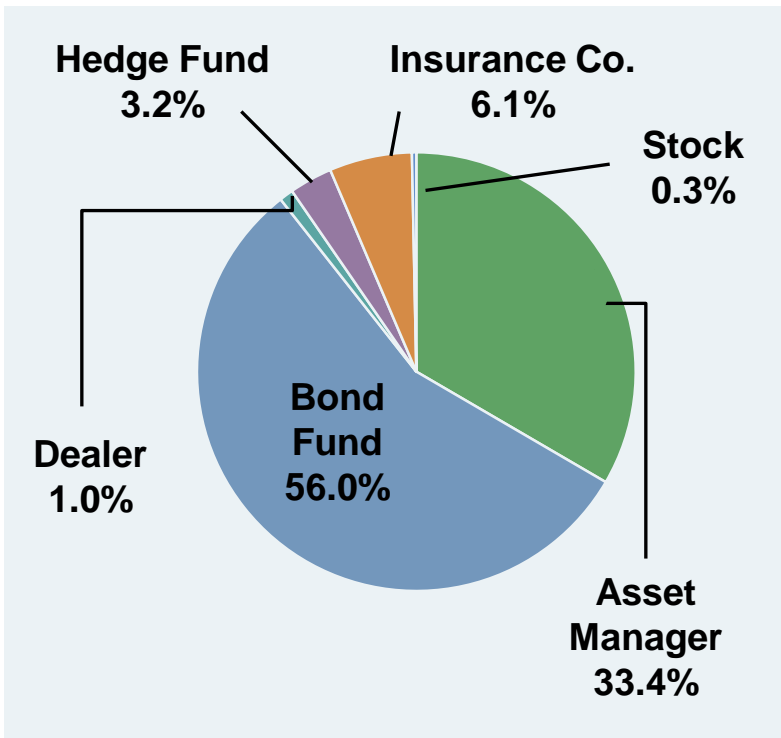
"MMD" is the long-term tax-exempt benchmark rate set daily by Thomson Reuters Municipal Market Data, based on primary and secondary market activity in investment grade municipal securities; Rates as of COB April 23, 2013; *Early MMD through 2026

The Series 2013B Put Bonds priced with a 3.00% coupon, a 1.45% yield, and a 9% step-up rate

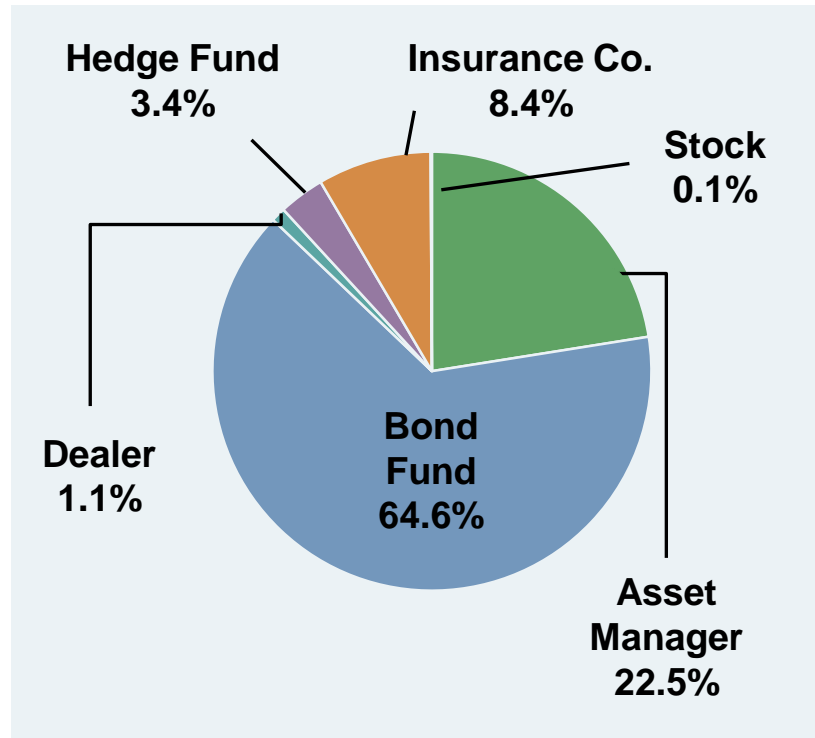
Series 2013 Revenue Refunding Bonds:
Final Allotments for Fixed-Rate Series

Allotments by Investor Type

Series 2013A Senior Lien



Series 2013 Subordinate Lien



The Series 2013A Senior Lien and Series 2013 Subordinate Lien bonds received, in aggregate, nearly \$3.1 billion of orders (\$2.9 billion of which were “priority” orders), representing approximately 12x subscription

Series 2013 Revenue Refunding Bonds:

Investor Participant Conversion

Summary of Investor Participation by Outreach Event¹

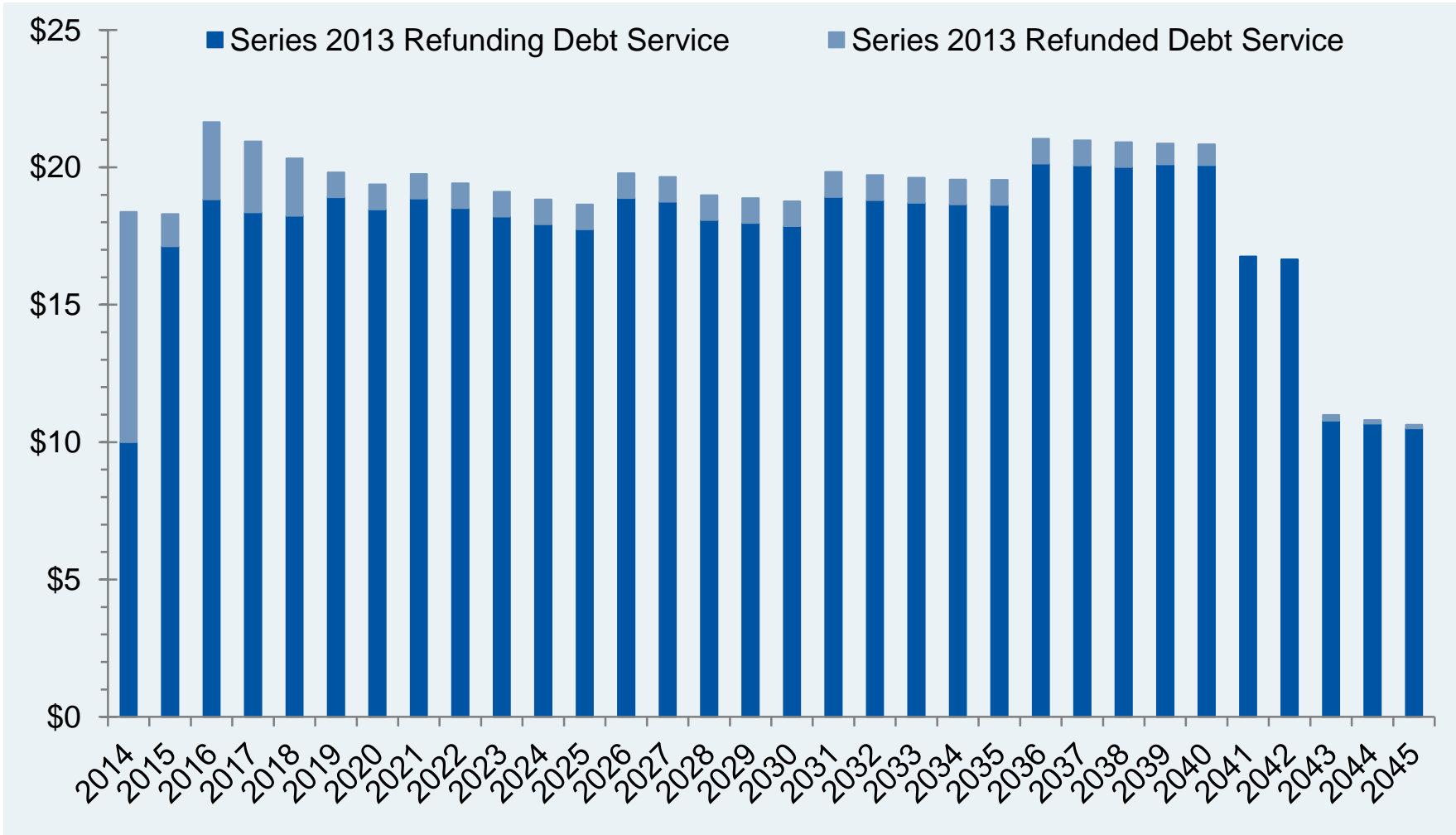
<i>Outreach Event</i>	<i>Investor Participants</i>	<i>Investors Placing Orders</i>	<i>Conversion Rate</i>	<i>Orders Placed by Participants (\$mm)</i>
In-Person Investor Meetings	4	4	100%	598.9
J.P. Morgan Transportation Conference	7 ²	5	71%	431.8
NetRoadshow	37	22	59%	1,754.3
One-on-One Follow-up	8	8	100%	449.0

(1) Investor participants may appear in more than one category; Excludes 2013B Revenue Refunding Put Bonds

(2) Represents one-on-one meetings; Excludes attendees at group presentation

Series 2013 Revenue Refunding Bonds: Debt Service Savings

Projected Debt Service Savings (\$mm)



CTRMA achieved an average of nearly \$1 million in annual debt service cost savings through the Series 2013 refunding

Series 2013 Revenue Refunding Bonds: Post-Transaction Debt Position

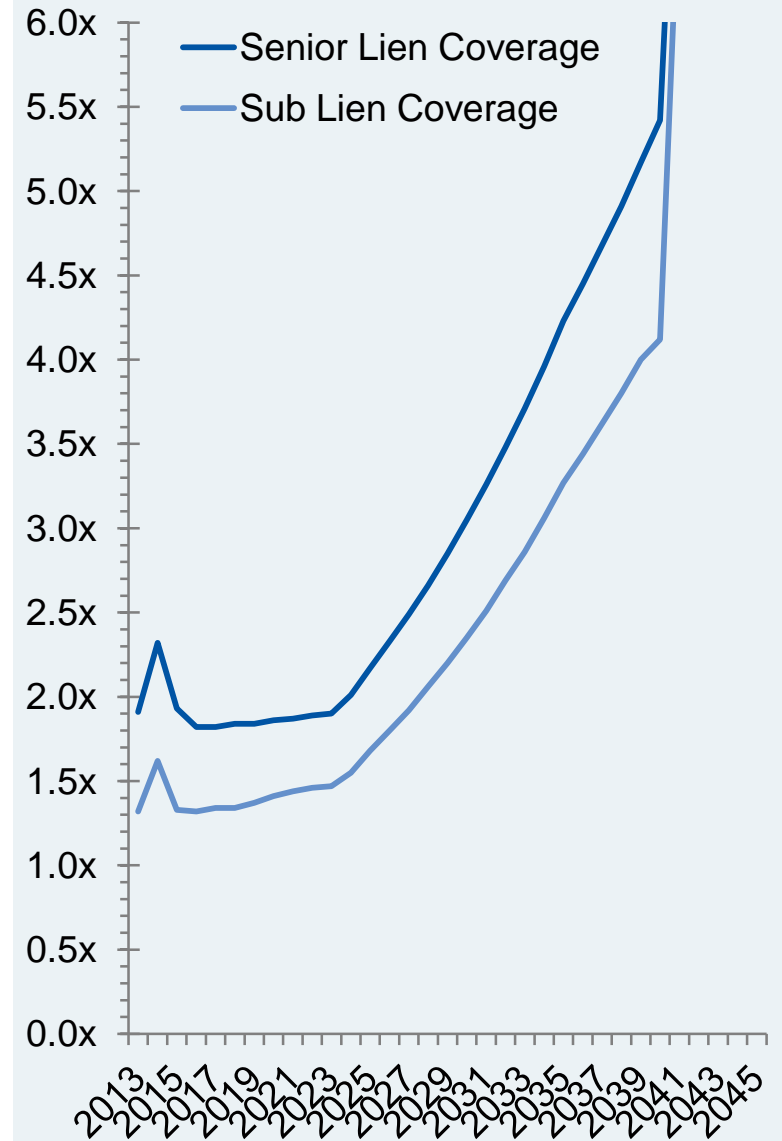
Outstanding CTRMA Debt

Lien	Description	Outstanding Post Series 2013 Transaction
Senior	Series 2010	\$103,020,178
	Series 2011	\$306,905,778
	Series 2013A	\$155,810,000
	Series 2013B	\$30,000,000 ¹
Senior Total		\$595,735,956 (77% of total debt outstanding)
Junior	None	—
Subordinate	Series 2011	\$70,000,000
	Series 2013	\$103,960,000
Subordinate Total		\$173,960,000 (23% of total debt outstanding)
Other Obligations	None	—
Total Debt Outstanding		\$769,695,956

Note: Does not include Regions Bank Drawdown Note

(1) Represents 3.9% of total debt outstanding

Projected Debt Service Coverage





**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #6 SUMMARY

Authorize execution of a contract for
landscape maintenance services for Mobility
Authority road corridors.

Strategic Plan Relevance:	Regional Mobility
Department:	Engineering
Associated Costs:	\$420,761
Funding Source:	General Funds
Board Action Required:	Yes

Description of Matter: On May 15, 2013, four bids for landscape maintenance services were received and publicly opened. The bids were reviewed by the GEC.

The Executive Director recommends that the landscape maintenance contract be awarded to the lowest responsive and responsible bidder, Maldonado Nursery & Landscaping, Inc., for a not to exceed amount of \$420,761.00. If approved, a notice of award can be issued to the successful proposer. Following submittal and review of the contract bond and insurance documents, the contract will be executed and a notice to proceed can be issued.

Reference documentation:
Draft Agreement
Draft Resolution

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

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

RESOLUTION NO. 13-___

**AUTHORIZING EXECUTION OF A CONTRACT FOR LANDSCAPE MAINTENANCE
SERVICES FOR MOBILITY AUTHORITY ROAD CORRIDORS.**

WHEREAS, the Mobility Authority issued an invitation to bid on providing landscape maintenance and associated services for Mobility Authority road corridors on April 21, 2013, and four bids were received and opened immediately following the May 15, 2013, bid response deadline established by the invitation to bid; and

WHEREAS, after reviewing the opened bids to confirm compliance with the Mobility Authority's procurement policies, all four bids were determined to be a responsive to the bid proposal, and

WHEREAS, after a review and analysis of the proposal by HNTB Corporation, the Mobility Authority's general engineering consultant, and by Mobility Authority staff, the Executive Director recommends awarding a landscape maintenance contract to the lowest responsive bidder, Maldonado Nursery & Landscaping, Inc.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby awards the contract to provide landscape maintenance and associated services for Mobility Authority road corridors to Maldonado Nursery & Landscaping, Inc., for a total amount not to exceed \$420,761.00; and

BE IT FURTHER RESOLVED that the Board authorizes the Executive Director to finalize and execute the contract on the terms and conditions acceptable to the Executive Director and consistent with Mobility Authority procurement policies, the invitation to bid, the bid proposal package received from Maldonado Nursery & Landscaping, Inc., and this resolution.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 22nd day of May, 2013.

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 13-___
Date Passed: 5/22/13

Central Texas Regional Mobility Authority

183A TOLL ROAD AND MANOR EXPRESSWAY PROJECTS

CONTRACT NO. 13-227/246-01M

LANDSCAPE MAINTENANCE

PROPOSAL DOCUMENTS
CONTRACT
SPECIAL PROVISIONS
SPECIAL SPECIFICATIONS

HNTB Corporation

April 2013

Central Texas Regional Mobility Authority

183A TOLL ROAD AND MANOR EXPRESSWAY PROJECTS

CONTRACT NO. 13-227/246-01M

LANDSCAPE MAINTENANCE

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Central Texas Regional Mobility Authority

183A TOLL ROAD AND MANOR EXPRESSWAY PROJECTS

CONTRACT NO. 13-227/246-01M

LANDSCAPE MAINTENANCE

INVITATION TO BID

Sealed Proposals for the above project will be received by the Central Texas Regional Mobility Authority (Mobility Authority), 3300 N. IH-35, Suite 300, Austin, Texas 78705 until 11:30 a.m. local time, May 15, 2013, at which time and place the bids will be publicly opened and read.

The work under this Contract shall be completed no later than June 30, 2015. The principal work and locations are as follows:

Landscape Maintenance and associated items for 183A Toll Road, Manor Expressway, 183A Field Operations Building, 183A Brushy Creek Pedestrian Bridge and 183A Shared-Use Path.

A Pre-bid meeting will be held at 3300 N. IH-35, Suite 300, Austin, Texas 78705 at 11:00 a.m. local time, on May 1, 2013.

Bids for this Contract must be submitted on completed bidding forms. The successful bidder will be notified in writing.

To submit Proposals for this Contract, prospective bidders must meet the following requirements:

- Submit the "Landscape Maintenance Prequalification Form"* to the Mobility Authority's Construction/Maintenance Manager on or before May 8, 2013.
- Be approved to bid on landscape maintenance projects via the "Landscape Maintenance Prequalification Form" by the Mobility Authority on or before May 10, 2013 in order to receive an official bid form from the Construction/Maintenance Manager to bid on this project.

Contract documents will be available on Monday, April 22, 2013 for bidders and interested non-bidders through the Mobility Authority's website (www.ctrma.org) and CivCast's website (www.civcastusa.com).

*Landscape Maintenance Prequalification Form can be found on the Mobility Authority's website (<http://www.mobilityauthority.com/opportunities/contractor-forms.php>) and Civcast's website (www.civcastusa.com).

Any questions concerning this bid must be submitted to the CivCastusa.com website. Responses to questions will be posted to the www.civcastusa.com for the benefit of all potential respondents. Questions must be received by 5 pm, local time, on May 7, 2013. Responses to questions will be posted to the www.civcastusa.com website no later than 5 pm, local time, on May 9, 2013.

Contract documents, without Standard Specifications or other referenced standards are available upon request. Specifications ([Texas Department of Transportation “Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges”, 2004; ftp://ftp.dot.state.tx.us/pub/txdot-info/des/specs/specbook.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/des/specs/specbook.pdf)) which form an integral part of this Contract, are available online at the Texas Department of Transportation (TxDOT) website. In response to questions or at its own initiative, the Mobility Authority may issue one or more addenda to this Invitation to Bid. Bidders are responsible for monitoring the Mobility Authority and CivCast websites for any information, updates, or announcements regarding this Invitation to Bid. A Bidder is responsible for monitoring the websites and is required to consider and act accordingly with respect to any addenda that revise information or responses provided in the Bidder’s Sealed Proposal.

The Mobility Authority strongly encourages minority-owned and women-owned businesses to submit proposals for this contract.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
Mike Heiligenstein, Executive Director
Austin, Texas

Central Texas Regional Mobility Authority

183A TOLL ROAD AND MANOR EXPRESSWAY PROJECTS

CONTRACT NO. 13-227/246-01M

LANDSCAPE MAINTENANCE

BID FOR GENERAL MAINTENANCE CONTRACT

To: Central Texas Regional Mobility Authority
3300 N. IH-35, Suite 300
Austin, Texas 78705

I/we, the undersigned, declare: that no other person, firm or corporation is interested in this Bid; that I/we have carefully examined the Plans, Standard Specifications, Special Specifications, and all other documents pertaining to this Contract which form a part of this Bid as if set forth at length herein; that I/we understand that the quantities of items shown herein below are approximate only; that I/we have examined the location of the proposed work; that I/we agree to bind myself/ourselves, upon award to me/us by the Central Texas Regional Mobility Authority (Mobility Authority) under this Bid, to enter into and execute a Contract for the project named above; that I/we agree to start work no later than the date stated in the written Notice to Proceed (Section 8.1 of the Specifications), to furnish all necessary materials, provide all necessary labor, equipment and tools, pay for all required insurance, bonds, permits, fees and service, and do all required work in strict compliance with the terms of all documents comprising said Contract, and to fully complete the entire project by June 30, 2015 (unless the contract is extended by an Amendment); and that I/we agree to accept as full compensation for the satisfactory prosecution of this project the following named unit and lump sum prices for the various scheduled items of work.

**TO RECEIVE AN OFFICIAL BID FORM YOU MUST BE APPROVED
BY THE MOBILITY AUTHORITY TO BID ON THIS CONTRACT VIA
THE LANDSCAPE MAINTENANCE PREQUALIFICATION FORM
ON OR BEFORE MAY 10, 2013, PLEASE CONTACT GINNY
BURCHAM AT 512-413-5253 OR gburcham@ctrma.org**

BASE BID ITEMS

Spec.	Item No.	Description and Unit Pricing in Writing		Unit of Measure-	Approx. Quantity
168	1	Vegetative Watering	Per	MG	260
500	2	Mobilization	Per	YR	2
1007-001	3	Plant Bed Maintenance (183A Toll Road)	Per	Cycle*	38
1007-002	4	Plant Bed Maintenance (Manor Expressway)	Per	Cycle*	19
1007-003	5	Roadway Planting (183A Toll Road)	Per	Cycle*	38
1007-004	6	Roadway Planting (Manor Expressway)	Per	Cycle*	19
1007-005	7	Field Operations Building (FOB)	Per	Cycle*	42
1007-006	8	183A Brushy Creek Pedestrian Bridge	Per	Cycle*	20
1007-007	9	183A Corridor Shared-Use Path (SUP)	Per	Cycle*	20

ADDITIVE ALTERNATE

ITEM 1					
169	10	Permanent Soil Retention Blanket (CL 2) (TY G)	Per	SY	6800
432	11	Riprap (Stone Protection)(12 in)	Per	CY	400

*Items Include Materials, Labor, Complete Functioning, and in Place

The quantities shown in the above schedule of items are considered to be approximate only and are given as the basis for comparison of bids. The Mobility Authority may increase or decrease the amount of any item or portion of the work as may be deemed necessary or expedient. The Mobility Authority reserves the right to delete, in whole or in part, without prejudice after the award of the Contract, any items listed in the Bid. It is understood that payment for unit price items will be made for the actual quantities of such work satisfactorily completed, rather than the estimated quantities given hereinabove. An increase or decrease in the quantity for any unit price item will not be regarded as sufficient ground for an increase or decrease in the unit price, nor in the time allowed for the completion of the work, except as provided for in the Specifications.

The cost of any work performed, materials furnished, services provided or expenses incurred, whether or not specifically delineated in the Contract documents but which are incidental to the scope, intent and completion of this Contract, have been included in the price bid for the various items scheduled hereinabove.

Business Name of Bidder _____

Type of Organization Individual
 Partnership
 Corporation

Texas Corporation Registration No. _____

Address of Bidder: _____

Signature of Owner,
Partner or Corp. Officer: _____

Title: _____

Date: _____

Witness or Attest _____

(Affix Corporate Seal Here)

Central Texas Regional Mobility Authority

183A TOLL ROAD AND MANOR EXPRESSWAY PROJECTS

CONTRACT NO. 13-227/246-01M

LANDSCAPE MAINTENANCE

NON-COLLUSION AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

I, _____, of the City of _____, County of _____ and State of _____, being of full age and duly sworn according to law on my oath depose and say:

That I am _____(Title) of _____, the Bidder making the Bid submitted to the Central Texas Regional Mobility Authority, on the _____ day of _____, 20____, for Contract No. 13-227/246-01M in connection with Landscape Maintenance on the 183A Toll Road and Manor Expressway Projects; that I executed the said Bid with full authority to do so;

The said Bidder has not, directly or indirectly, entered into any combination or arrangement with any person, firm or corporation or entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding or which would increase the cost of construction or maintenance in connection with the said Contract; that no person or selling agency has been employed or retained to solicit or secure the said Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide full-time employees;

And that said Bidder is or has been a member of the following highway contractors' association(s) during the preceding twelve months:

Name of Association	Location of Principal Office
_____	_____
_____	_____
_____	_____

I further warrant that all statements contained in said Bid and in this Affidavit are true and correct and made with full knowledge that the said Authority relies upon the truth of the statements contained in said Bid and in this Affidavit in awarding the said Contract.

Sworn to and subscribed
before me this _____
day of _____,
20__.

By: _____
Person Signing Bid

Print Name: _____
Title: _____

Notary Public

My commission expires:

Central Texas Regional Mobility Authority

183A TOLL ROAD AND MANOR EXPRESSWAY PROJECTS

CONTRACT NO. 13-227/246-01M

LANDSCAPE MAINTENANCE

CONTRACT AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 20 ____, between the Central Texas Regional Mobility Authority, 3300 N. IH-35, Suite 300, Austin, Texas 78705, hereinafter called the Mobility Authority and _____, or his, its or their successors, executors, administrators and assigns, hereinafter called the Contractor.

WITNESSETH, that the Contractor agrees with the Mobility Authority for the consideration herein mentioned, and at his, its or their own proper cost and expense, to do all the work and furnish all the materials, equipment, teams and labor necessary to prosecute and complete and to extinguish all liens therefore, Contract No. 13-227/246-01M, entitled Landscape Maintenance, in the manner and to the full extent as set forth in the Plans, Standard Specifications, Special Specifications, Special Provisions, Bid (for the basis of award stated herein below) and other documents related to said Contract which are on file at the office of the Mobility Authority and which are hereby adopted and made part of this Agreement as completely as if incorporated herein, and to the satisfaction of the Mobility Authority or its duly authorized representative who shall have at all times full opportunity to inspect the materials to be furnished and the work to be done under this Agreement.

This Contract is awarded on the basis of the Total Bid Price (based on Bid quantities) of _____ **dollars and** _____ **cents (\$** _____ **).**

In consideration of the foregoing premise, the Mobility Authority agrees to pay the Contractor for all items of work performed and materials furnished at the unit and lump sum prices bid therefore in the Bid submitted for this Contract, subject to any percentage reductions in the total Contract amount that may be named in the Bid corresponding to the basis of award stated in the above paragraph, and subject to the conditions set forth in the Specifications.

The Contractor agrees as follows:

a. I/WE will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor.

I/WE agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. I/WE in any solicitations or advertising for employees placed by or on behalf of itself, will state that it is an equal opportunity employer.

c. Notices and advertisements and solicitations placed in accordance with federal law, rule or regulation, shall be deemed sufficient for the purposes of meeting the requirements of this section.

d. Failure by Contractor to fulfill these requirements is a material breach of the Contract, which may result in the termination of this Contract, or such other remedy, as the Authority deems appropriate.

e. The Mobility Authority may terminate this Contract at its sole option, at any time, with or without cause, by providing 30 days written notice to Contractor of its intention to terminate and the termination date established by that notice. Upon such termination, the Mobility Authority shall enter into a settlement with the Contractor upon an equitable basis as determined by the Mobility Authority, which shall fix the value of the work performed by the Contractor prior to the termination date.

f. All work on this Contract shall be completed within two (2) years following receipt of the Notice to Proceed No. 1 for the 183A Toll Road (including frontage roads, Brushy Creek Pedestrian Bridge and Shared-Use Path) and the 183A Field Operations Building. The Mobility Authority, through mutual written agreement, may extend the Contract for up to a one (1) one-year period, which may include an adjustment in the Total Bid Price to account for the extension of services.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year written above.

CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY

By: _____

Mike Heiligenstein
Executive Director

CONTRACTOR:

Business Name

Address

by: _____

Title

(Affix Corporate Seal Here)

Additional Requirements:

- A. If the proposer is a corporation, enter state or country of incorporation in addition to the business address. If the proposer is a partnership, enter state or country of formation. If the proposer is a limited liability company, enter state or country of organization.
- B. Describe in detail the legal structure of the entity making the Proposal. If the proposer is a partnership or joint venture, attach full name and addresses of all partners or joint venturers and the equity ownership interest of each entity, provide the aforementioned incorporation, formation and organization information for each general partner or joint venturer and attach a letter from each general partner or joint venturer stating that the respective partner or joint venturer agrees to be held jointly and severally liable for any and all of the duties and obligations of the proposer under the Proposal and under any contract arising therefrom. If the proposer is a limited liability entity, attach full names and addresses of all equity holders and other financially responsible entities and the equity ownership interest of each entity. If the proposer is a limited liability company, include an incumbency certificate executed by a Secretary thereof in the form set on the following page listing each officer with signing authority and its corresponding office. Attach evidence to the Proposal and to each letter that the person signing has authority to do so.
- C. With respect to authorization of execution and delivery of the Proposal and the Agreements and validity thereof, if any signature is provided pursuant to a power of attorney, a copy of the power of attorney shall be provided as well as a certified copy of corporate or other appropriate resolutions authorizing said power of attorney. If the Proposer is a corporation, it shall provide evidence of corporate authorization in the form of a resolution of its governing body certified by an appropriate officer of the corporation. If the Proposer is a limited liability company, evidence of authorization would be in the form of a limited company resolution and a managing member resolution providing such authorization, certified by an appropriate officer of the managing member. If the Proposer is a partnership or a joint venture, evidence of authorization shall be provided for the governing body of the Proposer and for the governing bodies of each of its general partners/joint venture members, at all tiers, and in all cases certified by an appropriate officer. If the Proposer is a joint venture, the proposal letter must be executed by all joint venture members.
- D. The Proposer must also identify those persons authorized to enter discussions on its behalf with the Authority in connection with this Proposal, the Project, and The Agreement. The Proposer shall submit with its Proposal a power of attorney executed by the Proposer and each member, partner or joint venturer of the Proposer, appointing and designating one or more individuals to act for and bind the Proposer in all matters relating to the Proposal. If the Proposal is a joint venture, each of the joint venture members shall also affirmatively state in a letter to be included in the Proposal that it will be, if awarded the Agreement, jointly and severally liable for performance of the Developer's obligations under The Agreement.

INCUMBENCY CERTIFICATE

The undersigned hereby certifies to _____ that he/she is the duly elected and acting _____ Secretary of _____ (the "Company"), and that, as such, he/she is authorized to execute this Incumbency Certificate on behalf of the Company, and further certifies that the persons named below are duly elected, qualified and acting officers of the Company, holding on the date hereof the offices set forth opposite their names.

NAME

OFFICE

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

IN WITNESS WHEREOF, the undersigned has executed this Incumbency Certificate this _____ day of _____.

Secretary

Central Texas Regional Mobility Authority

183A TOLL ROAD AND MANOR EXPRESSWAY PROJECTS

CONTRACT NO. 13-227/246-01M

LANDSCAPE MAINTENANCE

PERFORMANCE BOND

STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____

_____ of the City of _____

County of _____, and State of _____, as principal,
and _____

authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the Central Texas Regional Mobility Authority (Mobility Authority), in the penal sum of _____ Dollars

(\$ _____) for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Mobility Authority dated the _____ day of _____, 20____ (the "Contract"), to which the said Agreement, along with the Contract Documents referenced therein are hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Agreement and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by the Agreement agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Agreement and the Contract Documents hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work performed thereunder, or to the Contract Documents referenced therein, shall in anyway affect the obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms on the Agreement, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

PRINCIPAL

SURETY

SIGNATURE

SIGNATURE

NAME & TITLE

NAME & TITLE

ADDRESS

ADDRESS

(_____) _____
PHONE NUMBER

(_____) _____
PHONE NUMBER

The name and address of the Resident Agency of Surety is:

(_____) _____
PHONE NUMBER

SIGNATURE OF LICENSED LOCAL
RECORDING AGENT appointed to countersign
on behalf of Surety (Required by Art. 21.09 of
the Insurance Code)

I, _____, having executed Bonds
SIGNATURE

for _____ do hereby affirm I have
NAME OF SURETY

verified that said Surety is now certified with Authority from either: (a) the Secretary of the Treasury of the United States if the project funding includes Federal monies; or (b) the State of Texas if none of the project funding is from Federal sources; and further, said Surety is in no way limited or restricted from furnishing Bond in the State of Texas for the amount and under conditions stated herein.

Central Texas Regional Mobility Authority

183A TOLL ROAD AND MANOR EXPRESSWAY PROJECTS

CONTRACT NO. 13-227/246-01M

LANDSCAPE MAINTENANCE

RECEIPT OF ADDENDA

I/We hereby acknowledge receipt of the following addenda and have made the necessary revisions to the Contractor's Proposal, plans, and specifications, etc., and agree that these addenda are included in the Contractor's Proposal.

<u>Addenda #</u>	<u>Signature</u>	<u>Date</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____

I understand that failure to confirm receipt of addenda will result in the bid being considered non-responsive and will not be considered.

Central Texas Regional Mobility Authority

183A TOLL ROAD AND MANOR EXPRESSWAY PROJECTS

CONTRACT NO. 13-227/246-01M

LANDSCAPE MAINTENANCE

GENERAL NOTES

Two Notices to Proceed will be issued on this Contract. All work under this Contract shall be completed by June 30, 2015 after notice to proceed unless the contract is extended by an Amendment. The contract time includes the mobilization and material procurement period if applicable.

Office of Record: For this Contract, the Office of Record will be the Central Texas Regional Mobility Authority Offices at 3300 N. IH-35, Suite 300, Austin, Texas 78705. Questions concerning this proposal may be directed to the attention of Ginny Burcham, Construction/Maintenance Manager, (512) 413-5258, gburcham@ctrma.org.

It is the Contractor's responsibility to ensure familiarity with the existing site conditions and all aspects of the Contract prior to responding.

Immediately notify the Construction/Maintenance Manager or a designated representative of all emergency situations. An after-hours/holiday emergency number will be provided to the Contractor.

This Contract is for work in Travis and Williamson Counties.

Pre-Work Meeting:

Prior to beginning work on the Contract, a pre-work meeting will be requested by the Mobility Authority between the Contractor, Mobility Authority, and other stakeholders.

Stockpile, Storage and Equipment Sites:

No office sites, stockpile sites, employee parking or storage of equipment/materials will be allowed on the Mobility Authority's right-of-way. Secure separate sites off the Mobility Authority's right-of-way for the above activities.

Remove all equipment, construction debris and project-related surplus material from the right-of-way to keep the facilities in a neat and presentable condition at all times.

Protect all areas of the right-of-way from damage or destruction. Exercise care to prevent damage to trees, vegetation, and other natural surroundings that are to remain in place. Restore any area disturbed, as a result of the Contractor's operations, to a condition as good as or better than prior to the Contract.

Furnish all materials (except as listed below), tools, and labor required to provide complete maintenance of the designated landscape areas in accordance with the documents and specifications. Furnished materials will be new undepreciated stock.

All damaged and unsalvageable materials will become property of the Contractor and will be removed and legally disposed of off the Mobility Authority's right-of-way.

Equip all construction/maintenance equipment involved in roadway work with a permanently mounted 360° revolving or strobe warning light with amber lens. The lights will have a minimum lens diameter of five inches (5"), a mounting height of not less than six feet (6') above the roadway surface and be visible from all sides. Attach at each side of the rear end of the construction/maintenance equipment an approved orange warning flag mounted not less than six feet (6') above the roadway surface.

Provide vehicles that are licensed, inspected, and in good working condition. All field personnel shall wear approved safety equipment.

Trained, qualified crews, working under experienced supervisory personnel, will be used in the various applications of this Contract, which will be exposed to active highway traffic conditions.

Overhead and underground utilities exist in the vicinity of the Project. The exact location of underground utilities is not known. Contact the Austin area **Texas 811** at 800-344-8377 or the area utility companies for exact locations at least 48 hours prior to commencing any work that might affect existing utilities. Confirmation of the required contact with **Texas 811** must be provided to the Mobility Authority's Construction/Maintenance Manager at least 24 hours prior to commencing any such work.

The Authority will issue two separate Notices to Proceed for services performed under this contract. The first Notice to Proceed will be issued for the 183A Toll Road (including frontage roads, 183A Brushy Creek Pedestrian Bridge and 183A Shared-Use Path) and the 183A Field Operations Building. The second Notice to Proceed will be issued for the Manor Expressway Mainlanes, Shared-Use Path and flyover direct connect interchange).

Project Limits for Notice to Proceed No. 1:

This project consists of performing Landscape Maintenance on the following roadways:

<u>Roadway</u>	<u>Limits</u>	<u>Centerline Miles</u>
183A Toll Road, incl. Frontage Roads, Pedestrian Bridge & Shared Use Path	From: Lakeline Blvd To: Hero Way	Approx. 9.0
<u>183A Field Operations Building Grounds</u>		<u>Approx. Area</u> 15,000 SqFt

The limits of work shall include all designated landscape areas within the 183A Toll Road right-of-way. The areas shall include ramps, islands, medians, cross streets, pedestrian bridge, Shared Use Path, etc.

The limits of maintenance on the cross roads shall generally be as follows:

1. To the 183A right-of-way line or the setback right-of-way on intersecting highways, County Roads and City Streets.
2. Interchange areas.

The 183A Toll Road is considered an urban roadway.

Project Limits for Notice to Proceed No. 2:

This project consists of performing Landscape Maintenance on the following roadways:

<u>Roadway</u>	<u>Limits</u>	<u>Centerline Miles</u>
Manor Expressway, incl. Frontage Roads, Shared Use Path & Flyover Direct Connect Interchange	From: US 183 To: East of Parmer Lane	6.2

The limits of maintenance on the cross roads shall generally be as follows:

1. To the Manor Expressway right-of-way line or the setback right-of-way on intersecting highways, County Roads and City Streets.
2. Interchange areas.

Manor Expressway is considered an urban roadway.

Department manuals can be found on the TxDOT internet site at:

<http://www.txdot.gov/inside-txdot/forms-publications.html>

Use materials from pre-qualified producers as shown on the Construction Division (CST) of the Texas Department of Transportation (TxDOT) Material Producers List or information to be provided by the Mobility Authority. Use the following website to view this list:

<http://www.txdot.gov/business/resources/materials.html>

Work Provided by Others

There will be work performed by other maintenance contractors and roadway construction contractors along the length of the facility. The limits of the Contractor's work will be generally defined as those areas as indicated on the attached exhibits or as specifically designated by the Construction/Maintenance Manager. Coordinate with the other contractors and scheduled work activities and locations to avoid any conflicts. The Contractor's personnel working within other contractor's active construction zones will be required to wear hard hats, safety vests, and be equipped with appropriate personal gear.

Environmental

Karst Preserve Areas

There are karst preserve areas that exist within or adjacent to the Mobility Authority's right-of-way. Maintain the right-of-way areas that are adjacent to karst preserve areas by avoiding the use of potential contaminants, including but not limited to fertilizers, pesticides, and herbicides. Particular care should be made to avoid disturbance of the right-of-way in these areas.

The 183A Toll Road right-of-way area between Stations 765+00 to 850+00 and surrounding properties fall within U.S. Fish and Wildlife Service (USFWS) karst zones 1 and 2 – an area known to contain federally listed endangered species.

The Contractor's attention is directed to the 183A Toll Road's center median between Stations 769+00 and 785+25 where the southbound frontage road lanes and southbound main lanes are split. Remaining vegetation within this 10-acre center median will not be disturbed, unless directed otherwise. Particular care should be made to avoid damaging Big Oak Cave (approximately located at Station 781+50 250' RT CL) and its subsurface hydrologic basin. Unauthorized entry of any cave, particularly Big Oak Cave and Raccoon Cave (approximately located at Station 785+60 600' LT CL), is prohibited by law. Any suspected entry of any cave within the right-of-way shall be reported to the Construction/Maintenance Manager.

Infestations

Report the presence of red imported fire ants to the Construction/Maintenance Manager. Upon confirmation of red imported fire ant mounds by the Construction/Maintenance Manager, submit integrated pest management plan to treat fire ant mounds consistent with U.S. Fish and Wildlife Service protocol to the Construction/Maintenance Manager for approval prior to implementation.

The use of topsoil or sod from off-site will be minimized to limit the spread of fire ants and the introduction of non-native species. Certify in writing that each load of off-site topsoil, compost, and sod is free of red imported fire ants prior to placement. The certification shall contain the following as a minimum: the date, supplier, materials, truck number, location of placement, and signature of the Contractor's agent or representative.

Migratory Bird Treaty & Endangered Species Acts

The Contract maintenance limits on the 183A Toll Road and the Manor Expressway are subject to the Migratory Bird Treaty Act. Additionally, the 183A maintenance limits are subject to the Endangered Species Act, due to the presence of the endangered golden-cheeked warbler. Four areas along the 183A Toll Road corridor have been identified as Potential Endangered Species Habitat. The approximate limits of these areas are between Sta. 410 to 435, Sta. 485 to 500, Sta. 635 to 685 and Sta. 755 to 790. Woody vegetation clearing and tree trimming throughout the designated areas shall occur only between September 1 and February 28, outside the nesting season. Submit a plan (including description of work, proposed dates and location) two weeks prior to trimming or clearing date. Obtain approval from the Construction/Maintenance Manager for woody vegetation removal from March 1 to August 31.

Notify the Construction/Maintenance Manager if any occupied birds' nests are identified in the path of any vegetation removal or trimming. According to the Migratory Bird Treaty Act, it is unlawful to pursue, hunt, take, capture or kill; attempt to take, capture or kill; possess, offer to or sell, barter, purchase, deliver or cause to be shipped, exported, imported, transported, carried or received any migratory bird, part, nest, egg or product, manufactured or not.

Edwards Aquifer Recharge and Contributing Zones

There are maintenance areas within the Edwards Aquifer Recharge Zone or Contributing Zone and are subject to 30 TAC Chapter 213. The following websites can be used to find details on location and regulations:

- <http://info.sos.state.tx.us/>
- <http://www.usgs.gov/>
- <http://www.gis3.tceq.state.tx.us>

Report Submissions

- The Contractor shall submit a monthly report detailing all activities performed and dates.
 - All activities performed during the previous month including:
 - Fertilizer application – formulation, application rate and location
 - Location of herbicide application
 - Tree and/or shrub maintenance
 - Ornamental grass trimming
 - Bed maintenance – i.e. mulch replacement, pruning, weeding etc.
 - Irrigation inspection (report result)
- The Contractor shall submit a monthly report detailing repair/improvements/recommendations for the Mobility Authority to consider based on their monthly observation. The report will include items and time to complete based on unit priced items within the Bid Form and shall be for “on-call” maintenance items.

Landscape Maintenance Guidelines

The Contractor is responsible for maintaining all landscape plantings in the designated areas within the right-of-way of the 183A Corridor and Manor Expressway, as well as the landscape plantings and grounds of the 183A Field Operations Building in a neat, clean, healthy, and manicured appearance at all times. Work will be performed in accordance with *Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* as modified by these Special Provisions. For this Contract, Item 1007, "Landscape Maintenance", will be measured by the item and paid by the cycle. A cycle constitutes a completion of all items identified under the following: Plant Bed Maintenance, Roadway Planting Maintenance, 183A Brushy Creek Pedestrian Bridge and the 183A Field Operations Building (FOB). All other pay items will be measured and paid by the on-call unit price. Additional guidelines for the work are described below and will be performed at the locations shown on the enclosed exhibits and the frequencies as indicated.

All new landscape plantings and planting beds shall be watered. If these areas are not within an irrigated area, they will be maintained as directed and approved by the Construction/Maintenance Manager under Bid Item 168, Vegetative Watering.

The Contractor shall commence work within seven (7) calendar days of notification by the Construction/Maintenance Manager unless otherwise approved by the Construction/Maintenance Manager in writing.

The Contractor shall complete all work within seven (7) calendar days after commencement of such work unless otherwise approved by the Construction/Maintenance Manager in writing.

The Contractor's Project Manager shall participate in a monthly walk-through with the Construction/Maintenance Manager within the first ten (10) days of each month as requested. This item is considered subsidiary to Item 1007, "Landscape Maintenance."

The Contractor's landscape maintenance work during each cycle will include the following components:

Landscape Maintenance Bid Item Components*					
Components	Plant Bed Maintenance (Bid Items 1007-001 and -002)	Roadway Maintenance (Bid Item 1007-003)	183A Toll Road FOB (Bid Item 1007-004)	183A Brushy Creek Pedestrian Bridge (Bid Item 1007-005)	183A Toll Road SUP (Bid Item 1007-006)
Mulching	X	X	X	X	
Mowing	X	X	X	X	X
Pruning	X	X	X	X	
Litter	X	X	X		
Sweeping				X	X
Fertilizer	X	X	X		
Herbicide/Pesticide Treatment	X	X	X	X	X
Irrigation	X		X		
FOB Plant Maintenance			X		
Monthly Walk-through	X	X	X	X	X

* This summary is being provided **for informational purposes only** to serve as a guide in preparing the bids.

Vegetative Watering (Bid Item 168)

- All new/existing designated landscape planting and landscape planting beds, and specific locations as identified by the Mobility Authority or as directed by the Construction/Maintenance Manager shall be maintained to ensure healthy prolific plant material. Primary target areas include new plantings along 183A north of FM 1431.
- The Contractor is responsible for furnishing and placing water as directed by the Construction/Maintenance Manager to ensure healthy plantings.
- Water shall be obtained by the Contractor, hauled, and vegetative watering accomplished by approved mechanical means.

Estimated Vegetative Watering for 183A Toll north of FM 1431 per Year*				
Plant Description	Quantity	Watering Rate/Gallon	Frequency/Year	Gallons/Year
Shrubs/Grasses	4,273	1	26	111,098
Small Trees	38	5	26	4,940
Large Trees	51	10	26	13,260
			Total	129,298

* This tabulation only reflects an estimate of the anticipated frequencies for the cycle activity that the Contractor may be requested to provide. This summary is being provided **for informational purposes only** to serve as a guide in preparing the bids.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

SPECIAL PROVISIONS

To

TEXAS DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF
HIGHWAYS, STREETS, AND BRIDGES

2004

FOR

183A TOLL ROAD AND MANOR EXPRESSWAY PROJECTS

CONTRACT NO. 13-227/246-01M

LANDSCAPE MAINTENANCE

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CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

SPECIAL PROVISIONS

PREFACE:

The "Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges" of the Texas Department of Transportation, 2004, as amended and augmented by the Special Provisions following, shall govern the performance of the Contract. These specifications hereby are made a part of the Contract as fully and with the same effect as if set forth at length herein.

Attention is directed to the fact that any other documents printed by the Texas Department of Transportation modifying or supplementing said "Standard Specifications", such as Standard Supplemental Specifications, Special Provisions (by the Department), Notice to Bidders, etc., do not form a part of this Contract nor govern its performance, unless specifically so stated in the Special Provisions herein contained.

References made to specific section numbers in these Special Provisions, or in any of the various documents that constitute the complete Contract Documents shall, unless otherwise denoted, be construed as referenced to the corresponding section of the "Standard Specifications" issued by the Texas Department of Transportation in 2004.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

SPECIAL PROVISIONS

TO

STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF
HIGHWAYS, STREETS, AND BRIDGES
2004

The following provisions represent modifications to the corresponding sections of the Texas Department of Transportation Specifications, described above, and relate exclusively to the Central Texas Regional Mobility Authority Contracts. In case of conflicting requirements between the Texas Department of Transportation Specifications and these modifications, the modifications shall govern. Any applicable provision in the Texas Department of Transportation Specifications not amended by and not in conflict with any Special Specifications or Special Provisions shall be in full effect.

All modifications contained herein are additions to the provisions of the designated sections of the Texas Department of Transportation Specifications unless the text specifically identifies a requirement to be an amendment to, deletion of or substitution for a provision in the Texas Department of Transportation Specifications.

SPECIAL PROVISION

ITEM 1

DEFINITION OF TERMS

For this project, Item 001, "Definition of Terms," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

1.2 Abbreviation

The following new abbreviation is added to this section:

Mobility Authority - Central Texas Regional Mobility Authority

1.3 Terms

The definitions for the following terms as they appear in this section are deleted and the following definitions substituted therefore:

CONSTRUCTION/MAINTENANCE MANAGER - The authorized representative(s) of the Mobility Authority, who will be duly appointed by the Authority to monitor the work performed in connection therewith.

SPECIFICATIONS - The general term comprising all the directions, provisions and requirements contained in the Texas Department of Transportation, "Standard Specifications For Construction and Maintenance Of Highways, Streets, And Bridges," 2004 Edition, the Mobility Authority's Special Specifications and Special Provisions, and in any Addenda and Change Orders or Supplemental Agreements that may be issued, all of which are necessary for the proper performance of the Contract.

The following new definitions are added to this section:

MOBILITY AUTHORITY - The Central Texas Regional Mobility Authority, an agency created under Texas Transportation Code Chapter 370 and approved by the Texas Transportation Commission, together with its members, partners, employees, agents officers, directors, shareholders, representatives, consultants, successors, and assigns. The Authority's principal office is presently located at 3300 N. IH-35, Suite 300, Austin, Texas 78705.

STANDARDS - Whenever the Plans and/or Specifications refer to "Standard Sheets" or "Design Details" such reference shall be construed to mean the set of drawings issued by the Design Division, Texas Department of Transportation, and entitled "Standard Sheets". Only those standards or standard drawings specifically referred to by number on the Plans or in the various Contract Documents are applicable to work on this Contract.

Whenever in the various Contract Documents the term, "Department" or "State" appears, it shall be replaced by the term, "Central Texas Regional Mobility Authority." Similarly, the term, "Executive Director" shall be replaced by the term, "Executive Director of the Central Texas Regional Mobility Authority".

Whenever in the Texas Department of Transportation Specifications and Standard Drawings the term, "Department" or "Texas Department of Transportation" appears, it shall be replaced by the term, "Central Texas Regional Mobility Authority," except in references to said Texas Department of Transportation as being the author of certain Specifications and Standard Drawings, and in reference to said Department as the agency prequalifying prospective Bidders.

Whenever in the Texas Department of Transportation Specifications and Standard Drawings the term, "District Engineer" appears, it shall be replaced by the term, "Construction/Maintenance Manager of the Central Texas Regional Mobility Authority."

The following Articles are voided and replaced by the following:

1.50. Disadvantaged Business Enterprise (DBE). A small business certified through the Texas Unified Certification Program in accordance with 49 CFR Part 26, that is at least 51% owned by one or more socially and economically disadvantaged individuals, or in the case of a publicly owned business, in which at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals, and whose management and daily business operations are controlled by one or more of the individuals who own it.

The following Articles are voided and not replaced.

1.97. Proposal.

1.98. Proposal Form.

1.99. Proposal Guaranty.

1.128. Subcontractor. A Subcontractor is defined as an individual, partnership, limited liability company, corporation, or any combination thereof that the Contractor sublets, or proposes to sublet, any portion of a Contract, excluding a material supplier, a hauling firm hauling only from a commercial source to the project, truck owner-operator, wholly owned subsidiary, or specialty-type businesses such as security companies and rental companies.

This Item is supplemented by the following:

1.148. Additive Alternate. A bid item contained in a proposal that is not a regular or on-call base bid item. The additive alternate item(s) include work that may be added to the base bid work.

1.149. Base Bid. The total bid (includes regular bid items or corresponding on-call bid items) amount without additive alternates.

1.150. Bid. The offer of the bidder for performing the work described in the plans and specifications including any changes made by addenda.

1.156. Family Member. A family member of an individual is the individual's parent, parent's spouse, step-parent, step-parent's spouse, sibling, sibling's spouse, spouse, child, child's spouse, spouse's child, spouse's child's spouse, grandchild, grandparent, uncle, uncle's spouse, aunt, aunt's spouse, first cousin, or first cousin's spouse.

1.158. Bid Form. The form provided by the Mobility Authority used by the bidder to submit a bid. The bid form is a Mobility Authority bidder's form (traditional proposal submitted manually).

SPECIAL PROVISION

ITEM 2

INSTRUCTIONS TO BIDDERS

For this project, Item 002, "Instruction to Bidders," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

2.2 Eligibility of Bidders

Delete this section in its entirety and substitute the following:

Only contractors who are pre-qualified by the Mobility Authority for Landscape Maintenance projects on or before May 10, 2013, will be permitted to submit Proposals for this Project.

2.4. Interpreting Estimated Quantities. The quantities listed in the bid form are approximate and will be used for the comparison of bids. Payments will be made for the work performed in accordance with the Contract.

2.5 Examining Documents and Work Locations

At the end of the fifth paragraph, add the following:

In the event a word, phrase, clause, or other portion of the plans, specifications, or other contract documents is alleged to be ambiguous, the Bidder shall submit to the Mobility Authority's Construction/Maintenance Manager a written notice of same prior to the date of receipt of Proposals, and request an interpretation thereof.

Add the following paragraphs:

The Bidders are encouraged to visit the Project site to form their own conclusions regarding access requirements, effort required to perform the tasks, and other information needed to prepare their Proposal. Prior to visiting the site, a Bidder shall notify the Mobility Authority's Construction/Maintenance Manager, Ginny Burcham (512-413-5258), of the time and date of the Bidder's visit. Access may be limited due to ongoing construction.

Any Addenda that may be issued by the Mobility Authority will be posted on the CivCast website (www.civcastusa.com). The prospective Bidder's acknowledgement of receipt of such Addenda and that it has taken the contents thereof into consideration in preparing the Bidder's Bid must be so indicated on the RECEIPT OF ADDENDA form.

2.6 Preparing the Proposal

Add the following paragraphs:

The Bidders will submit their bids on the Bid Forms provided for Landscape Maintenance, furnished by the Mobility Authority, upon which the award of contract will be based.

The Central Texas Regional Mobility Authority may elect to receive bids on more than one construction contract on the same date. When this event occurs, the Mobility Authority will award the various contracts after all of the bids for the various contracts are received and analyzed.

This proposal also includes items that will be included on an On-Call basis. The unit price for these items will be negotiated during contracting and will not be considered in the total bid submitted. The following is a list of On-Call items:

Item Number	Description	Unit
1	Furnish and Placing Topsoil	CY
2	Compost Manufactured Topsoil	CY
3	Block Sodding (Bermuda Grass/Buffalo Grass)	SY
4	Broadcast Seeding (Perm)(Urban)(Sandy)	SY
5	Broadcast Seeding (Perm)(Urban)(Clay)	SY
6	Repair Irrigation System (FOB and Manor Expressway)	HR
7	Plant Material (1 Gallon)	EA
8	Plant Material (5 Gallon)	EA
9	Plant Material (15 Gallon)	EA
10	Plant Material (30 Gallon)	EA
11	Riprap (Dry)(Stone)	CY
12	Strip Mowing (on-call)	AC
13	Herbicide Application and Cleanup (For Removal of Noxious Vegetation)	Cycle
14	Tree Trimming and Brush Removal	AC
15	Supervisor	HR
16	Laborer	HR
17	Pick Up Truck	HR
18	Skid Steer Loader	HR
19	Backhoe	HR
20	Haul Truck and Trailer	HR

2.8 Proposal Guaranty

This section is deleted in its entirety and replaced by the following:

A proposal guaranty is not required.

2.9 Delivery of Proposal

The fourth sentence of the first paragraph of this Section is deleted, and the following sentence substituted:

Bids will be accepted at the Mobility Authority's office at 3300 N. IH-35, Suite 300, Austin, Texas 78705 until scheduled bid opening time. Electronic bids will not be accepted. Proposals are requested to be delivered in a sealed envelope with the following information on the envelope:

1. Name of Proposer
2. Contract Name

2.14. Tabulating Bids.

The following sections are deleted in its entirety and replaced.

A. This project includes an Additive Alternate. The Total Bid Price for this project includes the sum for all required items plus the Additive Alternate. The Additive Alternate may be removed at the Mobility Authority's discretion. Should the Additive Alternate be removed, the total contract price will be adjusted accordingly, based on the price listed on the Bid Form for the Bid Alternate. The Total Bid Price is the basis for determining the Low Bidder. The total bid amounts will be compared and the results made public. The bidder shall commit to the Total Bid Price for a period of ninety (90) days from the date of the Bid Opening.

C. Rounding of Unit Prices. The Mobility Authority will round off all unit bids involving fractional parts of a cent to the nearest one-tenth cent (\$0.001) in determining the amount of the bid as well as computing the amount due for payment of the Special Measurement Items under the Contract. For rounding purposes, entries of five-hundredths of a cent (\$0.0005) or more will be rounded up to the next highest tenth of a cent, while entries less than five-hundredths of a cent will be rounded down to the next lowest tenth of a cent.

SPECIAL PROVISION

ITEM 3

AWARD AND EXECUTION OF CONTRACT

For this project, Item 3, “Award and Execution of Contract,” of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

3.1 Award of Contract

A. Award

The first sentence of the first paragraph under this Section is deleted, and replaced by the following:

The Mobility Authority will award the Contract to the lowest responsive and responsible Bidder as determined by Article 2.14, “Tabulation of Bids”, for the Landscape Maintenance Contract.

SPECIAL PROVISION

ITEM 4

SCOPE OF WORK

For this project, Item 4, "Scope of Work," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

4.2 Changes in the Work

The last two paragraphs are deleted in their entirety and replaced by the following:

Alteration of quantities shall be addressed as follows:

1. Major items: There are no major items under this Contract.
2. Minor items: All items under this Contract are considered minor items. No adjustment of Contract unit prices will be made for overruns or underruns of the original Contract quantities, regardless of the extent of such overruns or underruns.

4.4 Requests or Claims for Additional Compensation

B. Dispute or Claims Procedure

This Subsection is supplemented with the following:

- (1) Additional Compensation. At the time of occurrence or prior to beginning the work the Contractor shall furnish the Mobility Authority's Construction/Maintenance Manager, in writing, an itemized list of materials, equipment, and labor for which additional compensation will be claimed. The Contractor shall afford the Construction/Maintenance Manager every facility for keeping an actual cost record of the work. The Contractor and the Construction/Maintenance Manager shall compare records and bring them into agreement at the end of each day. Failure on the part of the Contractor to afford the Construction/Maintenance Manager proper facilities for keeping a record of actual costs will constitute a conclusive waiver of a claim for such extra compensation except to the extent that it is substantiated by the Mobility Authority's records. The filing of such notice by the Contractor and the keeping of cost records by the Construction/Maintenance Manager shall in no way establish the validity of a claim. Failure to submit such written itemized list shall be a conclusive waiver of such claim for additional compensation. Mere oral notice or statement will not be sufficient, nor will notice or statement after the fact.
- (2) Verification. If the Contractor's claim contains data furnished by the Contractor that cannot be verified by the Mobility Authority's records, the data shall be subject to complete audit by the Mobility Authority or its authorized representative if they are to be used as a basis for claim settlement.

- (3) Claims Procedure. Upon completion of the Contract, the Contractor may, within 60 days from expiration of the period for review of the Final Estimate by the Contractor as provided in Section 9.8, submit to the Mobility Authority a written claim (original plus three legible copies) for such amount as the Contractor deems it is entitled to under the said Contract setting forth the facts upon which said claim is based and including all pertinent data and correspondence which may substantiate the claim, provided that written notice of intention to file such claim shall have been given to the Mobility Authority at the time of occurrence or beginning of the work upon which claim and subsequent action is based. Failure of the Contractor to furnish any of the items required as prerequisite to the issuance of final payment shall not extend the time period in which the Contractor may submit a claim under this or any other section of the Contract. If the claim is not disposed of by agreement, then within 90 days from receipt of said claim, the Mobility Authority will make an investigation and notify the Contractor by registered or certified mail, return receipt requested, of its decision; however, the Mobility Authority and Contractor may, by mutual agreement, extend such 90-day period for another 30 days. The decision of the Executive Director of the Mobility Authority shall be final, and failure of the Contractor to comply with the provisions of this section shall constitute a conclusive waiver of any such claim hereunder.

4.6 Final Cleanup

Add the following after the first sentence of the second paragraph:

All damaged and unsalvageable materials removed by the Contractor as specified therein, shall become the property of the Contractor, except as may be otherwise specifically required, and shall be legally disposed of by the Contractor away from the Mobility Authority's right-of-way.

SPECIAL PROVISION

ITEM 5

CONTROL OF THE WORK

For this project, Item 5, “Control of Work,” of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

5.5 Cooperation of Contractor

At the end of the first paragraph, add the following:

The Contractor shall obtain at the Contractor’s expense all necessary copies of the Texas Department of Transportation (TxDOT) Standard Specifications and Standard Drawings from the TxDOT.

SPECIAL PROVISION

ITEM 6

CONTROL OF MATERIALS

For this project, Item 6, "Control of Materials," of the Standard Specifications is amended hereby with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

6.7 Department-furnished Materials

This Section is supplemented by the following:

Any materials supplied by the Mobility Authority that are damaged as a result of improper handling or storage by the Contractor shall be replaced in kind by the Contractor at no cost to the Mobility Authority. Invoices for the replacement of materials delivered to the site shall show actual prices for such materials.

SPECIAL PROVISION

ITEM 7

LEGAL RELATIONS AND RESPONSIBILITIES

For this project, Item 7, "Legal Relations and Responsibilities," of the Standard Specifications is amended hereby with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

7.4 Insurance and Bonds

The first sentence is deleted and replaced by the following:

Provide the Mobility Authority with Certificates of Insurance verifying the types and amounts of coverage shown in Table 1. Satisfactory evidence, in triplicate, of all required insurance coverage, including special endorsements and listing the Mobility Authority as Additional Insured, shall be forwarded to the Mobility Authority for approval within fourteen (14) Calendar Days after the date of written Notice of Award of the Contract. All insurance coverage must be approved by the Mobility Authority before the Contract will be executed by the Mobility Authority.

The last paragraph is deleted in its entirety and replaced with the following:

The cost of bonds and insurance will be paid 1 year at a time. The cost for bonds and insurance shall be paid per Special Provision 500-RMA01.

Add the following:

The insurance specified shall be with an insurance company acceptable to the parties hereto and licensed to do business in the State of Texas. All insurance must be obtained before any work is commenced and kept in effect until its completion.

The Mobility Authority's approval of insurance furnished by the Contractor, or its failure to disapprove such insurance shall not relieve the Contractor of full responsibility for liability, damages and accidents as set forth elsewhere herein.

All policies required above shall include an endorsement requiring thirty (30) days prior written notice to the Mobility Authority before any change or cancellation is made effective.

All policies required shall be maintained until completion and Final Acceptance of all work under this Contract.

Except as noted below, the consent to sublet any part of the work, or obtain supplies, shall not be construed to be an approval of the said subcontract, supply contract or any of its

terms, but shall operate only as an approval of the making of a subcontract or supply contract between the Contractor and Subcontractor or Supplier. The Contractor agrees, as a condition of entering into a subcontract on the project, that the Subcontractor shall make no claim whatsoever against the Mobility Authority, the Construction/Maintenance Manager, or any of their officers, servants, agents or employees for any work performed or thing done by reason of said subcontract, or for any other cause whatsoever that may arise by reason of the relationship created between the Contractor and Subcontractor unless the proposed Subcontractor furnishes a statement to the effect that said Subcontractor is acquainted with all provisions of the Contract and agrees thereto.

Sublet work shall not begin until approval thereof has been secured from the Construction/Maintenance Manager. It is understood, however, that any consent by the Construction/Maintenance Manager for the subletting of any of the work under the Contract in no way relieves the Contractor from the Contractor's full obligations under the Contract. The Contractor shall be responsible for all acts of omissions of any Subcontractor or Supplier.

7.8. Hauling and Loads on Roadways and Structures

This section is supplemented by the following:

D. Stockpiling of Materials. Do not store or stockpile material on bridge structures without written permission. If required, submit a structural analysis and supporting documentation by a licensed professional engineer for review by the Construction/Maintenance Manager. Permission may be granted if the Construction/Maintenance Manager finds that no damage or overstresses in excess of those normally allowed for occasional overweight loads will result to structures that will remain in use after Contract completion. Provide temporary matting or other protective measures as directed.

7.12 Responsibility for Damage Claims

Delete the first line of the first paragraph and substitute:

“THE CONTRACTOR SHALL INDEMNIFY AND SAVE HARMLESS THE MOBILITY AUTHORITY, THE ENGINEER AND ITS AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS AND FROM ALL LIABILITY AND DAMAGES FOR ANY INJURY OR DAMAGE TO ANY PERSON OR PROPERTY DUE TO THE CONTRACTOR'S NEGLIGENCE IN THE PERFORMANCE OF THE WORK AND FROM ANY CLAIMS ARISING OR AMOUNTS RECOVERED UNDER ANY LAWS, INCLUDING WORKERS' COMPENSATION AND THE TEXAS TORT CLAIMS ACT.”

7.19. Preservation of Cultural and Natural Resources and the Environment.

This section is supplemented by the following:

G. Migratory Birds

The Contractor's attention is directed to the fact that there is the possibility that migratory birds may be nesting within the project limits. Migratory bird nesting activity can be concentrated on roadway structures such as bridges and culverts. Remove all old migratory bird nests from any structures between September 1 and January 31, and while the nests are not occupied or being used by migratory birds. In addition, be prepared to prevent migratory birds from re-nesting between February 1 and August 31.

All methods used for the removal of old bird nests and the prevention of re-nesting must be approved by the Construction/Maintenance Manager, well in advance of the planned use.

In the event that any active nest of a migratory bird species is encountered on-site during project construction, all construction activity, within the immediate vicinity of the nest, will cease immediately. Contact the Construction/Maintenance Manager to determine how to proceed.

SPECIAL PROVISION

ITEM 8

PROSECUTION AND PROGRESS

For this project, Item 8, "Prosecution and Progress," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

8.2 Progress Schedules

Section 8.2.A, Routine Maintenance Contracts, is supplemented by the following:

Contractor shall meet with the Construction/Maintenance Manager once every three (3) months to develop and submit a quarterly schedule of work showing the upcoming activities for review and approval by the Construction/Maintenance Manager. Work will not begin until the schedule of work is approved in writing. The approved schedule shall become the baseline and shall be updated and submitted to the Construction/Maintenance Manager quarterly. The schedule shall be provided in electronic format acceptable to the Construction/Maintenance Manager.

The Contractor's Project Manager shall participate in a monthly walk-through with the Construction/Maintenance Manager within the first ten (10) days of each month as requested. This item is considered subsidiary to Item 1007, "Landscape Maintenance."

Work Schedule. The Contractor shall commence work within seven (7) calendar days of notification by the Construction/Maintenance Manager unless otherwise approved by the Construction/Maintenance Manager in writing.

The Contractor shall complete all work within seven (7) calendar days after commencement of such work unless otherwise approved by the Construction/Maintenance Manager in writing.

8.3 Computation of Contract Time for Completion

Delete the first line of the first paragraph and substitute:

Working day charges will begin 15 calendar days (0 calendar days for maintenance Contracts) after the date of the written authorization to begin work.

8.5 Failure to Complete Work on Time

This section is supplemented by the following:

Contractor Non-Performance. If, in the opinion of the Mobility Authority, the Contractor is not meeting the performance standards as shown in this Contract or is not performing work according to this Contract, the Mobility Authority shall notify the Contractor in writing of non-

performance. The Contractor shall have five (5) calendar days to address the non-performance or the Mobility Authority may deduct from the next payment due.

Deductions, representing the estimated cost of administration, engineering, supervision, inspection and other expenses, will be charged against the Contractor and will result in a ten percent (10%) deduction in the next payment due to the Contractor for each Item of non-performance not met.

Contractor Non-Compliance of Work Method. If, in the opinion of the Mobility Authority, the Contractor is not meeting the work method standards as shown in Section 1007.3, or is not completing work according to this Contract, the Mobility Authority shall notify the Contractor of non-compliance in writing.

Failure to complete work as defined in the Work Method within five (5) days and after notification by the Mobility Authority will result in a ten percent (10%) deduction per day from the next payment due to the Contractor for each Item not met.

SPECIAL PROVISION

ITEM 9

MEASUREMENT AND PAYMENT

For this project, Item 9, "Measurement and Payment," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

9.3 Scope of Payment

The first sentence is deleted and replaced by the following:

Payment of the Contract unit price is full compensation for all materials, equipment, labor, tools, roadway tolls, and supplies necessary to complete the Item of work under the Contract.

9.5. Force Account,

A. Labor. Delete the last sentence of the paragraph.

C. Materials. Delete this section in its entirety and substitute the following:

Compensation will be made for materials associated with the work based on actual delivered invoice costs. All materials required for the repair or replacement will be reimbursed directly to the Contractor at cost.

D. Equipment. The last sentence of the first paragraph under this section is deleted.

9.6 Progress Payments

Delete the first paragraph in its entirety and substitute the following:

Payments will be made once each month covering work performed and materials complete-in-place in accordance with the Contract. The Contractor shall submit the invoice to the Mobility Authority within the first ten (10) calendar days of the month for work completed in the previous month. The invoice form to be submitted each month will be provided to the Contractor in Microsoft Excel format. The Contractor must be able to use Microsoft Excel to complete the invoice form. Payments will be made on the value of work performed based on approximate estimates prepared by the Contractor, provided, however, that no estimate shall be certified or payment made where the net amount receivable by the Contractor is less than five hundred dollars (\$500.00). Estimates less than this amount will be combined with the following months invoice.

The Construction/Maintenance Manager and Mobility Authority staff will review the payment estimate to verify the quantities of completed and accepted work prior to each payment.

Total Contract value shall be considered to mean the original amount of the Contract, except when the Contract is increased or decreased by a supplemental agreement in which case the adjusted total shall be used.

The Mobility Authority reserves the right to withhold the payment of any partial or final estimate invoice or any sum or sums thereof from such invoices in the event of the failure of the Contractor to promptly make payment to all persons supplying equipment, tools or materials, or for any labor used by the Contractor in the prosecution of the work provided for in the Contract, and for any other cause as determined by the Mobility Authority in its sole discretion, including overpayment on previous partial payments.

SPECIAL PROVISION

ITEM 168

VEGETATIVE WATERING

For this Contract, Item 164, of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 168.3. Construction. This section is supplemented by the following:

All new/existing designated landscape planting and landscape planting beds, and specific locations as identified by the Mobility Authority or as directed by the Construction/Maintenance Manager shall be maintained to ensure healthy prolific plant material. Primary target areas include new plantings along 183A north of FM 1431.

The Contractor is responsible for furnishing and placing water as directed by the Construction/Maintenance Manager to ensure healthy plantings.

Water shall be obtained by the Contractor, hauled, and vegetative watering accomplished by approved mechanical means.

SPECIAL PROVISION

ITEM 169

SOIL RETENTION BLANKET

For this project, Item 169, “Soil Retention Blankets,” of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 169.2 Materials. The first sentence is voided and replaced by the following:

Provide only SRB that meet the requirements of DMS-6370 and are on the Approved Products List, “Erosion Control Approved Products.”

Article 169.2. Materials, Section B. Class 2 – Flexible Channel Liners is voided and replaced with the following:

1. **Type E.** Biodegradable materials with shear stress less than 2.0 lbs. per square foot,
2. **Type F.** Biodegradable materials with shear stress less than 4.0 lbs. per square foot,
3. **Type G.** Non-biodegradable materials with shear stress less than 6.0 lbs. per square foot,
4. **Type H.** Non-biodegradable materials with shear stress less than 8.0 lbs. per square foot.

Article 169.3. Construction is voided and replaced by the following:

Provide a copy of the manufacturer’s installation instructions to the Engineer prior to placement of the material. Place the SRB within 24 hr. after the seeding or sodding operation, or when directed. Installation and anchorage of the SRB shall be in strict accordance with the recommendations contained within the manufacturer’s published literature. Installation includes the repair of ruts, reseeding or resodding, and the removal of rocks, clods, and other foreign materials which may prevent contact of the blanket with the soil.

SPECIAL PROVISION

ITEM 500-RMA01

MOBILIZATION

For this project, Item 500, “Mobilization,” of the Standard Specifications, is hereby voided and replaced with the following:

500.1. Description. Obtain bonds and insurance required for the project.

500.2. Measurement. This item will be measured by the lump sum on a per year basis.

500.3. Payment. Payment will only be made for the Contractor’s actual cost of the performance bond and required insurance. Payment will be made upon presentation of a paid invoice for such performance bond and required insurance.

SPECIAL PROVISION

ITEM 730

ROADSIDE MOWING

For this Contract, Item 730, "Roadside Mowing", of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

730.3. Work Methods. Paragraph B is deleted and replaced by the following:

B. Mowing Types.

1. Strip Mowing (performed in conjunction with Bid Item 1007)
 - Mow a minimum five (5) foot strip of vegetation along edge of the planting beds and roadside plants.
 - Mow around appurtenances within the strip width.

730.4. Measurement. Paragraph is deleted and replaced by the following:

"Strip Mowing" will be measured as a component to the various Bid Item 1007 cycles.

730.5. Payment. Paragraph is deleted and replaced by the following:

The work performed and materials furnished in accordance with "Strip Mowing" are considered subsidiary to Item 1007.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

SPECIAL SPECIFICATIONS

To

TEXAS DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF
HIGHWAYS, STREETS, AND BRIDGES
2004

FOR

183A TOLL ROAD AND MANOR EXPRESSWAY PROJECTS

CONTRACT NO. 13-227/246-01M

LANDSCAPE MAINTENANCE

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SPECIAL SPECIFICATION

ITEM 1007

LANDSCAPE MAINTENANCE

1007.1 Description. Perform landscape maintenance, including mowing, trimming, edging, fertilizing, weeding, and litter pickup, in the designated landscape areas within the designated limits of the 183A Toll Road and Manor Expressway Corridors as indicated in the designated cycle or on-call item per the Construction/Maintenance Manager's request.

The following requirements are intended to describe the minimum expectations that the Mobility Authority deems necessary to result in healthy and vigorous plant growth for this region of Texas. All areas will be inspected by the Mobility Authority after the Contractor notifies the Construction/Maintenance Manager that a cycle is complete. If the minimum maintenance expectation activities do not result in a healthy, vigorous and/or acceptable plant growth, the Contractor is required to implement additional maintenance activities to bring the planting beds into compliance.

1007.2 Materials. Furnish materials in accordance with Section 192.2 "Materials" unless otherwise specified.

1007.3 Work Methods.

A. Plant Bed Maintenance. The Contractor is responsible for all landscape plant materials (group plantings) within landscape planting beds in the designated areas along the 183A Toll Road and Manor Expressway right-of-way to ensure healthy and vigorous plant growth. All landscape plants and landscape beds within the designated project limits will be inspected by the Mobility Authority. All deficiencies discovered shall be repaired by the Contractor within seven (7) calendar days of notification by the Mobility Authority.

The Contractor will perform the following tasks in the designated areas shown within the designated 183A Toll Road and Manor Expressway Project Limits of Work:

1. Mulching and Reshaping of Plant Beds. Any area of bare soil within planting beds or tree rings shall have mulch added. Mulch shall be maintained at a settled depth of three inches (3"). Replacement mulch shall be shredded hardwood mulch. All landscape beds shall be mulched every late March and September.

As requested by the Mobility Authority, the Contractor will inspect aggregate areas. Aggregate outside of identified boundaries shall be returned. Where aggregate areas are thin or bare, additional gravel/stone that matches the area shall be added.

2. Mowing. The provisions of Item 730 shall govern.

3. Pruning. Pruning shall be defined as arboriculture within this article. *All tree care shall be supervised by an ISA Certified Arborist.*

Trees shall be pruned once each year in accordance with accepted pruning practices as set forth by the National Arborist Association in Pruning Standards for Shade Trees. Pruning shall be "Class II" pruning and shall be completed in such a manner that the original symmetry of the particular tree species is maintained and promoted. On an as-needed basis, trees shall be pruned to ensure they do not interfere with vehicles or sight distance, or inhibit the visibility of signs, as required to meet applicable TXDOT standards or as otherwise required by the Mobility Authority.

The Contractor shall inspect all tree plantings for any disease or insect infestations and shall notify the Mobility Authority's Construction/Maintenance Manager immediately upon discovery.

4. Litter Pickup. Remove and dispose of litter from the landscape bed areas. Litter includes matter not part of the highway facility, such as trash, garbage, scrap metals, paper, wood, plastic, glass products, animal remains, rubber products, household appliances, and large bulky items.
5. Fertilizer Application. Perform fertilization in all landscaped beds detailed in exhibits. Turf fertilization is to occur only at the FOB. For tree and shrub fertilizer, all fertilizers shall be commercially produced and submitted for approval prior to application. Applications logs are required. Fertilizer application shall be applied no more than twice per year (it is anticipated to take place in late March and September). The application for shrubs shall be a solid fertilizer with an N-P-K ratio of 10-10-10 at a rate of 5 pounds per 1000 square feet, 50% of which must be in slow release form. Trees shall receive ½ pound of the same fertilizer evenly spread over a diameter of 10' surrounding the tree trunk.

Ornamental grasses shall not require fertilizer within the duration of this Contract. Equipment for fertilizer application shall be properly calibrated and thoroughly cleansed between each use.

6. Herbicide/Pesticide Treatment. All herbicide treatments for designated landscape planter beds and landscape areas shall be supervised by a licensed TDA Pesticide Applicator. All herbicide activities shall be recorded and maintained on file and submitted to the Mobility Authority upon request. The records shall contain dates of application, application rates, mixing rates, manufacturer's labels, etc.

Planting beds shall be kept clean of all vegetation not identified for that area by the Construction/Maintenance Manager. Separation lines between vegetation types shall be maintained by removing plants that have re-seeded themselves over plant boundaries. For example, Little Bluestem seedlings found growing in a Flame Grass planting bed shall be removed.

Herbicides may be used to assist the Contractor in weed eradication under the following specific conditions: 1) the proposed plan of application has been approved by the Mobility Authority's Construction/Maintenance Manager; 2) the herbicide does no damage to desirable vegetation; and 3) noticeable dead vegetation is removed within seven (7) calendar days following an effective application.

The Contractor may use a pre-emergent in bed areas. Equipment for herbicide application shall be properly calibrated and thoroughly cleaned between each use.

Herbicides should not be applied when rainfall is imminent or in windy conditions. Precautions shall be taken to avoid contact with unprotected persons.

The TxDOT Roadside Vegetation Maintenance Manual should be referenced for additional herbicide application guidance.

Herbicide/Pesticide Treatment will not be paid directly and will be considered subsidiary to Items 1007-001 and 1007-002.

7. Irrigation System Operation and Inspection (Manor Expressway only). *All irrigation maintenance shall be supervised by a Licensed Irrigator.* The existing irrigation system will consist of an automated below ground drip/spray-type system. The Contractor shall inspect each zone of the system as part of the Plant Bed Maintenance cycle for the duration of the maintenance Contract. The Contractor shall notify the Mobility Authority immediately of any malfunctioning zone or part upon discovery.

The Contractor shall provide the Mobility Authority a designated 24-hour contact for repairs deemed to be urgent in nature. Upon verbal notification by the Construction/Maintenance Manager, the Contractor shall dispatch personnel for immediate repair, regardless of the hour or date of the year.

8. Work Schedule. The Contractor shall commence work within seven (7) calendar days of notification by the Construction/Maintenance Manager unless otherwise approved by the Construction/Maintenance Manager in writing.

The Contractor shall complete all work within seven (7) calendar days after commencement of such work unless otherwise approved by the Construction/Maintenance Manager in writing.

9. Monthly Walk-through. The Contractor's Project Manager shall participate in a monthly walk-through with the Mobility Authority's Construction/Maintenance Manager within the first ten (10) days of each month as requested.

B. Roadway Planting Maintenance. The Contractor is responsible for all individually planted materials (shade trees, ornamental trees and large shrubs) in the designated areas along the 183A Toll Road right-of-way to ensure healthy and vigorous plant growth. All individual plants within the designated project limits will be inspected by the Mobility Authority. All

deficiencies discovered shall be repaired by the Contractor within seven (7) calendar days of notification by the Mobility Authority.

1. Mulching and Reshaping of Plant Tree or Shrub Rings. Any area of bare soil within tree and large shrub rings shall have mulch added. Mulch shall be maintained at a settled depth of three inches (3"). Replacement mulch shall be shredded hardwood mulch. Any trees and large shrubs located in turf grass area will be mulched within the tree ring every late March and September.
2. Mowing. The provisions of Item 730 shall govern.
3. Pruning. Pruning shall be defined as arboriculture within this article. *All tree care shall be supervised by an ISA Certified Arborist.*

Trees shall be pruned once each year in accordance with accepted pruning practices as set forth by the National Arborist Association in Pruning Standards for Shade Trees. Pruning shall be "Class II" pruning and shall be completed in such a manner that the original symmetry of the particular tree species is maintained and promoted. On an as-needed basis, trees shall be pruned to ensure they do not interfere with vehicles or sight distance, or inhibit the visibility of signs, as required to meet applicable TXDOT standards or as otherwise required by the Mobility Authority.

The Contractor shall inspect all tree plantings for any disease or insect infestations and shall notify the Mobility Authority's Construction/Maintenance Manager immediately upon discovery.

4. Litter Pickup. Remove and dispose of litter from the landscape bed areas. Litter includes matter not part of the highway facility, such as trash, garbage, scrap metals, paper, wood, plastic, glass products, animal remains, rubber products, household appliances, and large bulky items.
5. Fertilizer Application. Perform fertilization of all individually planted trees and large shrubs as detailed in exhibits. Turf fertilization is to occur only at the FOB. For tree and shrub fertilizer, all fertilizers shall be commercially produced and submitted for approval prior to application. Applications logs are required. Fertilizer application shall be applied no more than twice per year (it is anticipated to take place in late March and September). The application for shrubs shall be a solid fertilizer with an N-P-K ratio of 10-10-10 at a rate of 5 pounds per 1000 square feet, 50% of which must be in slow release form. Trees shall receive ½ pound of the same fertilizer evenly spread over a diameter of 10' surrounding the tree trunk.

Ornamental grasses shall not require fertilizer within the duration of this Contract. Equipment for fertilizer application shall be properly calibrated and thoroughly cleansed between each use.

6. Herbicide/Pesticide Treatment. All herbicide treatments for designated landscape planter beds and landscape areas shall be supervised by a licensed TDA Pesticide Applicator. All herbicide activities shall be recorded and maintained on file and submitted to the Mobility Authority upon request. The records shall contain dates of application, application rates, mixing rates, manufacturer's labels, etc.

Planting beds shall be kept clean of all vegetation not identified for that area by the Construction/Maintenance Manager. Separation lines between vegetation types shall be maintained by removing plants that have re-seeded themselves over plant boundaries. For example, Little Bluestem seedlings found growing in a Flame Grass planting bed shall be removed.

Herbicides may be used to assist the Contractor in weed eradication under the following specific conditions: 1) the proposed plan of application has been approved by the Mobility Authority's Construction/Maintenance Manager; 2) the herbicide does no damage to desirable vegetation; and 3) noticeable dead vegetation is removed within seven (7) calendar days following an effective application.

The Contractor may use a pre-emergent in bed areas. Equipment for herbicide application shall be properly calibrated and thoroughly cleaned between each use.

Herbicides should not be applied when rainfall is imminent or in windy conditions. Precautions shall be taken to avoid contact with unprotected persons.

The TxDOT Roadside Vegetation Maintenance Manual should be referenced for additional herbicide application guidance.

Herbicide/Pesticide Treatment will not be paid directly and will be considered subsidiary to Items 1007-003.

7. Work Schedule. The Contractor shall commence work within seven (7) calendar days of notification by the Construction/Maintenance Manager unless otherwise approved by the Construction/Maintenance Manager in writing.

The Contractor shall complete all work within seven (7) calendar days after commencement of such work unless otherwise approved by the Construction/Maintenance Manager in writing.

8. Monthly Walk-through. The Contractor's Project Manager shall participate in a monthly walk-through with the Mobility Authority's Construction/Maintenance Manager within the first ten (10) days of each month as requested.

C. 183A Field Operations Building (FOB). The Contractor will maintain the FOB grounds by performing mowing, trimming and edging, plant maintenance, and other activities. The Contractor shall perform all of these tasks that constitute “183A Field Operations Building (FOB) by the cycle as shown in the plans. Landscape maintenance for the FOB includes the following:

1. FOB Plant Maintenance. The Contractor is responsible for all landscape plant materials (group plantings) within landscape beds and individually planted materials in the designated areas located at the FOB to ensure healthy and vigorous plant growth. All landscape plants and landscape beds within the designated project limits will be inspected by the Mobility Authority.

All landscape plants and landscape beds on the FOB grounds will be inspected weekly by the Mobility Authority. All deficiencies discovered shall be repaired within seven (7) days of notification by the Mobility Authority. Replacement plant material shall be identical in species to those removed and shall be of similar size to adjacent material of the same species. In the event that a suitable type and size of plant material cannot be found, the Contractor shall make a recommendation of the type and size of the plant material to be replaced.

2. Mulching and Reshaping of Planting Beds and Tree/Shrub Rings. Any area of bare soil within planting beds, tree rings and large shrub rings shall have mulch added. Mulch shall be maintained at a settled depth of three inches (3”). Replacement mulch shall be shredded hardwood mulch. Any trees and large shrubs located in turf grass area will be mulched within the tree ring every late March and September.
3. Mowing, Trimming, and Edging. The turf at the FOB shall be maintained to ensure a solid, healthy Bermuda grass stand, free of weeds and undesirable grasses. Turf density shall be maintained at all times to prevent washouts and/or erosion. The Contractor shall make every effort to eliminate all broadleaf weeds and undesirable grasses in order to ensure a solid, healthy grass stand. Turf areas will be inspected after each cycle is complete by the Mobility Authority. The Contractor shall repair all deficiencies discovered prior to the next inspection. In all turf area at the FOB, the height of turf shall be kept between two inches (2”) and three inches (3”) at all times. All litter shall be removed from the area prior to the commencement of mowing.

Grass clippings are not permitted on parking lots, sidewalks, trails, riprap, curbs, etc. and shall be removed and disposed of away from the Mobility Authority right-of-way. The Contractor shall not allow grass clippings to enter any drainage inlets. Excessive grass clippings remaining on the turf areas shall be removed either by raking or additional mowing to mulch the grass clippings. No visible grass clumps or clippings shall be visible from the street. Turf grass shall be trimmed around all fixed objects (such as signs, ornamental steel fence, wooden fences, and retaining walls, etc.) at each turf grass mowing cycle. Trimmed areas shall be of identical finished height of adjoining mowed turf height. Trimming shall be accomplished within 24 hours of turf mowing in the designated areas.

Turf grass edging along mow curbs, vehicular curbs, sidewalks, trails, drainage flumes, drain inlet boxes, electrical boxes and irrigation boxes shall be performed every cycle. Any vegetation in pavement joints shall be killed and removed within ten (10) days of discovery. Turf shall not be allowed to encroach along walls, sidewalks, islands, riprap or curbs and will be killed and removed.

Only rotary mowers are allowed for turf grass and strip mowing. Mower blades shall be maintained in such a manner that grass cuts are clean and sharp. No mowing equipment exceeding 2,000 pounds is allowed. Turf trimming shall be accomplished with nylon line trimmers. Steel blade rotary edges may be utilized along mow curbs, pavement edges, and sidewalks.

Mowing shall not be performed within ten (10) calendar days following an application of herbicide or when soil and turf conditions are wet to the point that turf damage or ruts will occur.

Mowing will not be paid directly and will be considered subsidiary to Item 1007-004.

4. Pruning. Pruning shall be defined as arboriculture within this article. *All tree care shall be supervised by an ISA Certified Arborist.*

Trees shall be pruned once each year in accordance with accepted pruning practices as set forth by the National Arborist Association in Pruning Standards for Shade Trees. Pruning shall be "Class II" pruning and shall be completed in such a manner that the original symmetry of the particular tree species is maintained and promoted. On an as-needed basis, trees shall be pruned to ensure they do not interfere with vehicles or sight distance, or inhibit the visibility of signs, as required to meet applicable TXDOT standards or as otherwise required by the Mobility Authority.

The Contractor shall inspect all tree plantings for any disease or insect infestations and shall notify the Mobility Authority's Construction/Maintenance Manager immediately upon discovery.

5. Litter Pickup. Remove and dispose of litter from the landscape bed areas. Litter includes matter not part of the highway facility, such as trash, garbage, scrap metals, paper, wood, plastic, glass products, animal remains, rubber products, household appliances, and large bulky items.
6. Fertilizer Application. Perform fertilization in all landscaped beds and tree areas detailed in exhibits. Turf fertilization is to occur only at the FOB. For tree and shrub fertilizer, all fertilizers shall be commercially produced and submitted for approval prior to application. Applications logs are required. Fertilizer application shall be applied no more than twice per year (it is anticipated to take place in late March and September). The application for shrubs shall be a solid fertilizer with an N-P-K ratio of 10-10-10 at a rate of 5 pounds per 1000 square feet, 50% of which must be in slow release form. Trees

shall receive ½ pound of the same fertilizer evenly spread over a diameter of 10' surrounding the tree trunk.

Ornamental grasses shall not require fertilizer within the duration of this Contract. Equipment for fertilizer application shall be properly calibrated and thoroughly cleansed between each use.

7. Herbicide/Pesticide Treatment. All herbicide treatments for designated landscape planter beds and landscape areas shall be supervised by a licensed TDA Pesticide Applicator. All herbicide activities shall be recorded and maintained on file and submitted to the Mobility Authority upon request. The records shall contain dates of application, application rates, mixing rates, manufacturer's labels, etc.

Planting beds shall be kept clean of all vegetation not identified for that area by the Construction/Maintenance Manager. Separation lines between vegetation types shall be maintained by removing plants that have re-seeded themselves over plant boundaries. For example, Little Bluestem seedlings found growing in a Flame Grass planting bed shall be removed.

Herbicides may be used to assist the Contractor in weed eradication under the following specific conditions: 1) the proposed plan of application has been approved by the Mobility Authority's Construction/Maintenance Manager; 2) the herbicide does no damage to desirable vegetation; and 3) noticeable dead vegetation is removed within seven (7) calendar days following an effective application.

The Contractor may use a pre-emergent in bed areas. Equipment for herbicide application shall be properly calibrated and thoroughly cleaned between each use.

Herbicides should not be applied when rainfall is imminent or in windy conditions. Precautions shall be taken to avoid contact with unprotected persons.

The TxDOT Roadside Vegetation Maintenance Manual should be referenced for additional herbicide application guidance.

Herbicide/Pesticide Treatment will not be paid directly and will be considered subsidiary to Item 1007-004.

8. Irrigation System Operation and Inspection. *All irrigation maintenance shall be supervised by a Licensed Irrigator.* The existing irrigation system will consist of an automated below ground drip/spray-type system. The Contractor shall inspect each zone of the system as part of the Plant Bed Maintenance cycle for the duration of the maintenance Contract. The Contractor shall notify the Mobility Authority immediately of any malfunctioning zone or part upon discovery.

The Contractor shall provide the Mobility Authority a designated 24-hour contact for repairs deemed to be urgent in nature. Upon verbal notification by the

Construction/Maintenance Manager, the Contractor shall dispatch personnel for immediate repair, regardless of the hour or date of the year.

9. Work Schedule. The Contractor shall commence work within seven (7) calendar days of notification by the Construction/Maintenance Manager unless otherwise approved by the Construction/Maintenance Manager in writing.

The Contractor shall complete all work within seven (7) calendar days after commencement of such work unless otherwise approved by the Construction/Maintenance Manager in writing.

10. Monthly Walk-through. The Contractor's Project Manager shall participate in a monthly walk-through with the Mobility Authority's Construction/Maintenance Manager within the first ten (10) days of each month as requested.

D. 183A Brushy Creek Pedestrian Bridge (Pedestrian Bridge). The Contractor shall perform all of these tasks that constitute "183A Brushy Creek Pedestrian Bridge (Pedestrian Bridge)" by the cycle as shown in the plans. Landscape maintenance of the Pedestrian Bridge grounds (including the adjacent parking lot) includes the following:

1. Mulching. As requested by the Mobility Authority, the Contractor will inspect aggregate areas. Aggregate outside of identified boundaries shall be returned. Where aggregate areas are thin or bare, additional gravel/stone that matches the area shall be added.
2. Mowing. The sodded areas identified in the plan exhibits shall be maintained to ensure solid, healthy grass stands. Mowing shall include mowing, trimming, edging and blowing of the pedestrian bridge grounds including areas surrounding the parking lot, adjacent inlets (at both ends of parking lot) and within five feet (5') of landscape areas (aggregate mulch) at each mowing cycle. Upon completion of a mowing cycle, finished grass shall have a consistent height of between six inches (6") and eight inches (8"). Edging shall be performed following the completion of mowing. Turf shall not be allowed to encroach along any paved surfaces along the SUP or the landscape areas. Turf maintenance equipment shall not be used when ground is sufficiently wet to produce ruts.

Grass clippings are not permitted on any paved surfaces within the Pedestrian Bridge grounds. The Contractor shall not allow grass clippings to enter any drainage inlets. Excessive grass clippings remaining on the turf areas shall be removed by raking, bagging, or blowing them outside of the limit of work. Clumps of grass shall not be visible from the Pedestrian Bridge grounds.

Only rotary mowers are allowed for turf grass mowing. Mower blades shall be maintained in such a manner that grass cuts are clean and sharp. No mowing equipment exceeding 2000 pounds and/or 48" width mowing deck is allowed. Turf trimming shall be accomplished with nylon line trimmers. Steel blade rotary edges may be utilized along mow curbs, pavement edges, and sidewalks.

Mowing will be included in the Pedestrian Bridge cycle. The work performed and materials furnished in accordance with this Item are considered subsidiary to Item 1007-005.

3. Pruning. Pruning shall be defined as arboriculture within this article. *All tree care shall be supervised by an ISA Certified Arborist.*

Trees shall be pruned once each year in accordance with accepted pruning practices as set forth by the National Arborist Association in Pruning Standards for Shade Trees. Pruning shall be “Class II” pruning and shall be completed in such a manner that the original symmetry of the particular tree species is maintained and promoted. On an as-needed basis, trees shall be pruned to ensure they do not interfere with vehicles or sight distance, or inhibit the visibility of signs, as required to meet applicable TXDOT standards or as otherwise required by the Mobility Authority.

The Contractor shall inspect all tree plantings for any disease or insect infestations and shall notify the Mobility Authority’s Construction/Maintenance Manager immediately upon discovery.

4. Sweeping. Sweeping includes litter pickup. All litter shall be removed from all areas visible from the Pedestrian Bridge grounds. Litter is defined as trash, garbage, scrap metals, wood, rags, paper, plastic, glass, rubber, feces, animal remains, and any other foreign materials that are located in paved and grassy areas.

Excessive soil shall be removed along paved areas such that the path maintains a clean and presentable appearance. The Pedestrian Bridge grounds shall be swept and scrubbed, where necessary, in order to maintain this appearance.

5. Herbicide/Pesticide Treatment. All herbicide treatments for designated landscape areas, primarily aggregate mulch, shall be supervised by a licensed TDA Pesticide Applicator. All herbicide activities shall be recorded and maintained on file and submitted to the Mobility Authority upon request. The records shall contain dates of application, application rates, mixing rates, manufacturer’s labels, etc.

Landscape areas shall be kept clean of all vegetation not identified for that area by the Construction/Maintenance Manager. Separation lines between vegetation types shall be maintained by removing plants that have re-seeded themselves over plant boundaries. For example, Little Bluestem seedlings found growing in a Flame Grass planting bed shall be removed.

Herbicides may be used to assist the Contractor in weed eradication under the following specific conditions: 1) the proposed plan of application has been approved by the Mobility Authority’s Construction/Maintenance Manager; 2) the herbicide does no damage to desirable vegetation; and 3) noticeable dead vegetation is removed within seven (7) calendar days following an effective application.

The Contractor may use a pre-emergent in bed areas. Equipment for herbicide application shall be properly calibrated and thoroughly cleaned between each use.

Herbicides should not be applied when rainfall is imminent or in windy conditions. Precautions shall be taken to avoid contact with unprotected persons.

The TxDOT Roadside Vegetation Maintenance Manual should be referenced for additional herbicide application guidance.

Herbicide/Pesticide Treatment will not be paid directly and will be considered subsidiary to Item 1007-005.

6. Work Schedule. The Contractor shall commence work within seven (7) calendar days of notification by the Construction/Maintenance Manager unless otherwise approved by the Construction/Maintenance Manager in writing.
The Contractor shall complete all work within seven (7) calendar days after commencement of such work unless otherwise approved by the Construction/Maintenance Manager in writing.
7. Monthly Walk-through. The Contractor's Project Manager shall participate in a monthly walk-through with the Mobility Authority's Construction/Maintenance Manager within the first ten (10) days of each month as requested.

E. 183A Shared-Use Path (SUP). The Contractor shall perform all of these tasks that constitute "183A Shared-Use Path (SUP) by the cycle as shown in the plans. The total length of the 183A Shared-Use Path (including Phase I and Phase II) is 37,465 Linear Feet (LF). Landscape maintenance of the designated limits of work for the 183A Corridor SUP includes the following:

1. Mowing. The turf alongside the 183A Corridor SUP shall be maintained to ensure solid, healthy grass stands. Mowing shall include mowing, trimming, edging and blowing along the SUP. The Contractor will mow and trim all grass within five feet (5') of both edges of the SUP at each mowing cycle. Upon completion of a mowing cycle, finished grass shall have a consistent height of between six inches (6") and eight inches (8"). Edging shall be performed following the completion of mowing. Turf shall not be allowed to encroach along any paved surfaces along the SUP. Turf maintenance equipment shall not be used when ground is sufficiently wet to produce ruts.

Grass clippings are not permitted on any paved surfaces along the SUP. The Contractor shall not allow grass clippings to enter any drainage inlets. Excessive grass clippings remaining on the turf areas shall be removed by raking, bagging, or blowing them outside of the SUP. Clumps of grass shall not be visible from the SUP.

Only rotary mowers are allowed for turf grass mowing. Mower blades shall be maintained in such a manner that grass cuts are clean and sharp. No mowing equipment exceeding 2000 pounds and/or 48" width mowing deck is allowed. Turf trimming shall

be accomplished with nylon line trimmers. Steel blade rotary edges may be utilized along mow curbs, pavement edges, and sidewalks.

Mowing will be included in the SUP cycle. The work performed and materials furnished in accordance with this Item are considered subsidiary to Item 1007-006.

2. Sweeping. Sweeping includes litter pickup. All litter shall be removed from all areas visible from the SUP. Litter is defined as trash, garbage, scrap metals, wood, rags, paper, plastic, glass, rubber, feces, animal remains, and any other foreign materials that are located in paved and grassy areas.

Excessive soil shall be removed along paved areas such that the path maintains a clean and presentable appearance. The SUP shall be swept and scrubbed, where necessary, in order to maintain this appearance.

3. Herbicide/Pesticide Treatment. All herbicide treatments shall be supervised by a licensed TDA Pesticide Applicator. All herbicide activities shall be recorded and maintained on file and submitted to the Authority upon request. The records shall contain dates of application, application rates, mixing rates, manufacturer's labels, etc. For herbicide and weed control, spot spraying of areas within the pavement and within 48 inches (48") of both edges of the SUP shall be applied to weeds, foreign grass, leaves and/or other undesirable vegetation at all times.

Herbicides may be used to assist the Contractor in weed eradication under the following specific conditions: 1) the proposed plan of application has been approved by the Authority's Maintenance Supervisor; 2) the herbicide does no damage to desirable vegetation; and 3) noticeable dead vegetation is removed within 3 days following an effective application.

The Contractor may use a pre-emergent. Equipment for herbicide application shall be properly calculated and thoroughly cleaned between each use.

Herbicides should not be applied when rainfall is imminent or in windy conditions. Precautions shall be taken to ensure no contact of herbicides is made with unprotected persons.

The TxDOT Roadside Vegetation Maintenance Manual should be referenced for additional herbicide application guidance.

Herbicide Treatment will be included in the SUP cycle. The work performed and materials furnished in accordance with this Item are considered subsidiary to Item 1007-006.

4. Work Schedule. The Contractor shall commence work within seven (7) calendar days of notification by the Construction/Maintenance Manager unless otherwise approved by the Construction/Maintenance Manager in writing.

The Contractor shall complete all work within seven (7) calendar days after commencement of such work unless otherwise approved by the Construction/Maintenance Manager in writing.

5. Monthly Walk-through. The Contractor’s Project Manager shall participate in a monthly walk-through with the Mobility Authority’s Construction/Maintenance Manager within the first ten (10) days of each month as requested.

1007.4 Measurement. This Item will be measured as follows:

- A. **Plant Bed Maintenance.** By the cycle.
- B. **Roadway Planting.** By the cycle.
- C. **183A Field Operations Building (FOB).** By the cycle.
- D. **183A Brushy Creek Pedestrian Bridge (Pedestrian Bridge).** By the cycle.
- E. **183A Shared-Use Path (SUP).** By the cycle.

Landscape Maintenance Summary*	
	Cycles per Year
Plant Bed Maintenance for 183A Toll Road (Bid Item 1007-001)	19/yr
Plant Bed Maintenance for Manor Expressway (Bid Item 1007-002)	19/yr
Roadway Planting for 183A Toll Road (Bid Item 1007-003)	19/yr
183A Field Operations Building (Bid Item 1007-004)	21/yr
183A Brushy Creek Pedestrian Bridge (Bid Item 1007-005)	10/yr
183A Shared-Use Path (Bid Item 1007-006)	10/yr

* This tabulation only reflects an estimate of the anticipated frequencies for the various cycles/landscape maintenance activities that the Contractor may be requested to provide. This summary is being provided **for informational purposes only** to serve as a guide in preparing the bids.

1007.5 Payment.

The work performed and materials furnished in accordance with this Item and measured as provided under “Measurement” will be paid for at the unit prices bid for “Plant Bed Maintenance”, “Roadway Planting”, “183A Field Operations Building (FOB)”, “183A Brushy Creek Pedestrian Bridge (Pedestrian Bridge)” and “183A Shared-Use Path (SUP)” at locations specified.

The payment for each cycle shall be full compensation for providing all labor, equipment, materials, fuel, tools, roadway tolls and incidentals for the Landscape Maintenance work required during the Contract period.



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #7 SUMMARY

Authorize the Executive Director to execute a development agreement with Cedar Park Town Center LP, and to advertise for bids for improvements to the southbound 183A frontage road north of its intersection with RM 1431.

Strategic Plan Relevance: Regional Mobility

Department: Engineering

Associated Costs: \$150,000

Funding Source: General Funds

Board Action Required: Yes

Description of Matter: In connection with the construction of a new Costco store, Cedar Park Town Center LP (the “Developer”) needs to add a right-turn lane and associated improvements to the southbound 183A frontage road, starting approximately 3,100 feet north of RM 1431 (East Whitestone Boulevard) and continuing south to the intersection with RM 1431.

The Mobility Authority staff recommends a proposed development agreement with the Developer under which the Mobility Authority will bid out, manage the construction, and inspect the required work based on agreed-upon project plans. The Developer will escrow an agreed-upon estimate for construction costs, plus a 15% contingency reserve and 8% for fees the Mobility Authority will incur to oversee and inspect the contractor’s work through its general engineering consultant HNTB Corporation. The proposed work includes minor roadway improvements desired by the Mobility Authority, so the proposal includes a Mobility Authority participation in the project cost of \$150,000. The Developer assumes the risk and must cover any cost overruns that exceed the escrowed funds plus the Mobility Authority participation.

Reference documentation: Draft Resolution and proposed agreements

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

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

RESOLUTION NO. 13-___

**AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A DEVELOPMENT
AGREEMENT WITH CEDAR PARK TOWN CENTER LP, AND TO ADVERTISE FOR
BIDS FOR IMPROVEMENTS TO THE SOUTHBOUND 183A FRONTAGE ROAD
NORTH OF ITS INTERSECTION WITH RM 1431.**

WHEREAS, Cedar Park Town Center LP (the “Developer”) is developing property abutting the southbound 183A frontage road at and near its intersection with RM 1431 (East Whitestone Boulevard); and

WHEREAS, to provide safe and sufficient access to the development and travelers on the 183A frontage road, the Developer and the Mobility Authority have negotiated a development agreement to provide a right-turn lane and associated improvements for the southbound 183A frontage road to provide safer access to the accessed property after it is developed for retail uses; and

WHEREAS, the Executive Director recommends approval of the proposed development agreement attached to this resolution as Exhibit 1.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves the proposed development agreement and authorizes the Executive Director to execute the development agreement with Cedar Park Town Center LP in the form or substantially in the form attached to this resolution as Exhibit 1; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized to advertise for bids to construct the proposed right-turn lane in accordance with terms of the development agreement and the Mobility Authority’s procurement policies.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 22nd day of May, 2013.

Submitted and reviewed by:

Approved:

Andrew Martin, General Counsel
Central Texas Regional Mobility Authority

Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 13-___
Date Passed: 5/22/13

EXHIBIT 1 TO RESOLUTION NO. 13-
PROPOSED DEVELOPMENT AGREEMENT

[on the next 16 pages]

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is effective May ____, 2013, and is between the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (“Mobility Authority”) and CEDAR PARK TOWN CENTER LP, a Texas limited partnership (“Developer”). Mobility Authority and Developer may be referred to collectively in this Agreement as the “Parties,” and individually as a “Party.”

WHEREAS, Mobility Authority recently completed its construction of the 183A Phase II Turnpike Project, from RM 1431 to a point north of the intersection of 183A and Hero Way (“183A”); and

WHEREAS, Developer is the owner of certain real property in the City of Cedar Park, Texas, that abuts the southbound frontage roads for 183A, consisting of Tract 1 (49.12 acres, the “Property”), as more fully described in **Exhibit 1** attached to this Agreement.

WHEREAS, to facilitate traffic management for the benefit of both the public and for the users and occupants of the Property after the Property is developed, Developer and Mobility Authority have agreed on construction of a new frontage road lane and associated improvements including milling and overlay of existing pavement in the southbound 183A frontage road abutting and serving the Property, starting at a point located approximately 3,100 feet north of RM 1431, continuing south to the intersection of the southbound 183A frontage road with RM 1431 (the “Roadway Project”), and

WHEREAS, this Agreement establishes the Parties respective obligations with respect to the Roadway Project.

NOW THEREFORE, Mobility Authority and Developer hereby agree as follows:

A. ROADWAY PROJECT

1. The Roadway Project is further defined as construction of a 12-ft wide frontage road lane, curbed and guttered, together with milling and overlay of existing pavement and all required and related construction and drainage improvements, as generally illustrated by **Exhibit 2** to this Agreement.

2. Developer has prepared and provided to Mobility Authority the design and construction documents required for the Roadway Project, including plans in accordance to TxDOT Standards and Specifications; a Construction Manual that includes all documents, specifications, special provisions, special specifications and general notes required by Mobility Authority; a Construction Schedule; native CADD files used in the development of the construction documents; an electronic file in PDF format for each document provided under this section; and any other documents identified by Mobility Authority as necessary to construct the Roadway Project (the “Project Plans”). Based on the Project Plans, Developer has provided the Engineer’s Opinion of Estimated Construction Costs dated May 13, 2013, attached as **Exhibit 3** (the “Cost Estimate”). Mobility Authority has reviewed and approved the Project Plans and the Cost Estimate. Mobility Authority hereby agrees to pay \$150,000.00 towards the total costs of the

Roadway Project paid to outside contractors for actual construction costs and construction oversight.

3. No later than five days after the effective date of this Agreement, Developer shall pay \$386,702.16 into an escrow account established in accordance with and subject to the Escrow Agreement attached as **Exhibit 4** to this Agreement (the “Escrow Agreement”) as Developer’s initial portion of the total estimated cost of the Roadway Project.

4. Mobility Authority shall procure and supervise the construction contract for the Roadway Project in accordance with the Procurement Policies established by the Mobility Authority Policy Code. Mobility Authority shall initiate the procurement process required to hire a contractor to build the Roadway Project no later than ten days after:

a. Mobility Authority, Developer, and the escrow agent identified in that agreement (the “Escrow Agent”) have executed the Escrow Agreement, and a duly-executed counterpart original of the Escrow Agreement has been delivered to the Escrow Agent; and

b. the Escrow Agent has received from Developer the funds required to be paid to and held by Escrow Agent under this Agreement and the Escrow Agreement.

5. After Mobility Authority has selected the contractor to build the Roadway Project and based on that selection knows the actual cost of a construction contract with the selected contractor for the Roadway Project (the “Actual Contract Cost”), the amount of funds deposited with the Escrow Agent shall be adjusted as follows:

a. If the Actual Contract Cost is less than the total bid items cost of \$464,392.00 established by the Cost Estimate, no later than three days after signing the construction contract Mobility Authority shall provide written instructions to Escrow Agent to authorize and direct the Escrow Agent to release surplus funds to Developer, documenting in reasonable detail Mobility Authority’s calculation of the surplus funds and confirming that the procurement process for the Roadway Project complied with the Mobility Authority’s Procurement Policies. For purposes of this subsection, the amount of surplus funds is calculated by this formula:

$$(\$464,392.00 - \text{Actual Contract Cost}) \times 1.23 = \text{Surplus Funds}$$

b. If the Actual Contract Cost is more than the total bid items cost of \$464,392.00 established by the Cost Estimate, Developer shall pay the additional cost to the Escrow Agent no later than ten days after receiving written notice from Mobility Authority of the additional cost, documenting in reasonable detail Mobility Authority’s calculation of the additional cost and confirming that the procurement process for the Roadway Project complied with the Mobility Authority’s Procurement Policies. The additional cost paid by Developer shall be held as escrow funds subject to the Escrow Agreement. For purposes of this subsection, the amount of additional cost is calculated by this formula:

$$(\text{Actual Contract Cost} - \$464,392.00) \times 1.23 = \text{Additional Cost}$$

Mobility Authority is not required to execute the construction contract with the selected contractor for the Roadway Project or to otherwise proceed with the Roadway Project if Developer fails to timely pay the additional cost into the escrow account under this section.

c. If a change order to the construction contract is necessary due to (i) unanticipated conditions, (ii) to correct any error or deficiency in the Project Plans, or (iii) at the written request of Developer to Mobility Authority, the payment for that change order shall be made from the escrowed funds. If the projected total cost of that change order and related construction oversight expense exceeds the amount of escrowed funds then held by Escrow Agent, Mobility Authority shall notify Developer of the total additional projected costs that exceed the escrowed funds (the "Developer's change order expense"), documenting in reasonable detail Mobility Authority's calculation of the Developer's change order expense, and confirming the change order is required to complete the Roadway Project in accordance with Project Plans revised as necessary to address a circumstance arising under this subsection. Developer shall pay the Developer's change order expense to the Escrow Agent no later than ten days after receiving written notice from Mobility Authority under this subsection of the Developer's change order expense and the reasons therefor, and the payment shall be held by the Escrow Agent as escrowed funds subject to the Escrow Agreement.

d. If a change order is not a Developer's change order expense as identified under subsection 5(c), Mobility Authority shall be solely responsible for all of the costs of any change order that it approves under the construction contract for the Road Project, including, without limitation, the costs of supervision and inspection.

6. Mobility Authority shall oversee the construction of the Roadway Project in an effective manner to assure timely and proper completion thereof no later than October 31, 2013, in accordance with the Project Plans. Mobility Authority shall require the contractor awarded the Roadway Project not to unreasonably interfere with the contemporaneous development on the Property and Mobility Authority shall exercise commercially reasonable efforts to enforce such obligation.

7. Mobility Authority may draw upon the funds deposited by Developer into the escrow account to pay its outside contractors who provide services relating to bidding and oversight of the construction contract in an amount not to exceed 8% of the contract price and to pay the contract price for construction of the Roadway Project to the bidder selected for the contract, including change orders, in accordance with the terms and conditions of the Escrow Agreement. Mobility Authority will complete and submit each draw request to Escrow Agent in the form attached as Exhibit 1 to the Escrow Agreement. After the Roadway Project is completed and accepted by Mobility Authority, and after Mobility Authority has established and paid the authorized expenses described in this section, any funds remaining in the escrow account, including any accrued interest, shall be returned to Developer. Mobility Authority shall within a reasonable time after a written request by Developer from time to time furnish Developer with an accounting in reasonable detail of the Actual Contract Cost.

8. Mobility Authority shall keep and maintain records to document and support that each individual draw request paid to Mobility Authority has been used only for an authorized purpose

established by Section 7. Records maintained under this subsection shall be made available for review and copying by Developer upon Developer's written request.

9. All of Mobility Authority's expenditures under this Development Agreement shall be subject to audit by Developer, at Developer's request and sole expense.

B. DEFAULT; REMEDIES; TERMINATION

1. Either Party may terminate this Agreement if the other Party defaults in its obligation and, after receiving notice of the default and of the non-defaulting Party's intent to terminate, fails to cure the default no later than ten days after receipt of that notice.

2. This Agreement will terminate on the date when all escrowed funds have been disbursed in accordance with the terms of the Escrow Agreement.

C. MISCELLANEOUS PROVISIONS

1. Actions Performable; Venue. Mobility Authority and Developer agree that all actions to be performed under this Agreement are performable in Williamson County, Texas. The parties agree that the exclusive venue for any lawsuit arising out of or relating to this Agreement will be in Williamson County, Texas, and waive the right to sue or be sued elsewhere.

2. Governing Law. Mobility Authority and Developer agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

3. Complete Agreement; Amendment. This Agreement represents the entire agreement between the parties regarding the Roadway Project and supersedes all oral statements and prior writings relating to this Agreement. This Agreement may not be amended except by an instrument in writing signed by Developer and Mobility Authority.

4. Exhibits. All exhibits and attachments attached hereto are incorporated herein by this reference.

Exhibit 1	-	Description of the Properties
Exhibit 2	-	Roadway Project Illustration
Exhibit 3	-	Engineer's Cost Estimate
Exhibit 4	-	Escrow Agreement

5. Notice. All notices, demands or other requests, and other communications required or permitted under this Agreement or which any Party may desire to give, shall be in writing and shall be deemed to have been given on the sooner to occur of (i) receipt by the Party to whom the notice is hand-delivered, with a written receipt of notice provided by the receiving Party, or (ii) two days after deposit in a regularly maintained express mail receptacle of the United States Postal Service, postage prepaid, or registered or certified mail, return receipt requested, express mail delivery, addressed to such Party at the respective addresses set forth below, or such other address as each Party may from time to time designate by written notice to the others as herein

required or (iii) facsimile transmission on which standard confirmation has been received by the sending Party:

For the Mobility Authority:

Mike Heiligenstein, Executive Director
Central Texas Regional Mobility Authority
301 Congress Avenue, Suite 650
Austin, TX 78701
(512) 996-9784 (facsimile)

For the Developer:

CEDAR PARK TOWN CENTER LP
c/o Mr. Michael Ainbinder
The Ainbinder Company
2415 W. Alabama, Suite 205
Houston, Texas 77098
(713) 892-5656 (facsimile)

6. Calculation of Days. Each reference in this Agreement to a day or days refers to a day that is not a Saturday, Sunday, or a legal holiday. If the last day of any period described in this Agreement is a Saturday, Sunday, or legal holiday, the period is extended to include the next day that is not a Saturday, Sunday, or legal holiday.

7. Force Majeure. Whenever a period of time is prescribed by this Agreement for action to be taken by either Party, the Party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorist acts or activities, governmental laws, regulations, or restrictions, or any other causes of any kind whatsoever which are beyond the control of such party.

8. Assignment. This Agreement may be assigned by Developer. Developer must deliver to Mobility Authority a written acknowledgement from the entity being assigned Developer's position in this Agreement, acknowledging this Agreement and committing to assume all of Developer's obligations included in this Agreement. No assignment of this Agreement shall release Developer from its obligations under this Agreement, but rather Developer and its assignee shall be jointly and severally liable for those obligations.

9. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of Mobility Authority and Developer, respectively.

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

CEDAR PARK TOWN CENTER LP

By: Ainbinder Cedar Park, LLC

By: _____
Mike Heiligenstein, Executive Director

By: _____
Michael C. Ainbinder
Chairman, CEO and Manager

Exhibit 1 - Description of the Property

[to be provided]

Exhibit 2 - Roadway Project Illustration

[to be provided]

Exhibit 3 - Engineer's Cost Estimate

[to be provided]

ENGINEER'S OPINION OF ESTIMATED CONSTRUCTION COSTS								
ROADWAY								
183-A								
PREPARED FOR: Central Texas Regional Mobility Authority						DATE: 5/13/2013		
PREPARED BY: KIMLEY-HORN AND ASSOCIATES, INC.								
ITEM NO.	S.P. NO.	ALT	DESCRIPTION	UNIT	ESTIMATED QUANTITY	PRICE PER UNIT	AMOUNT	
TRAFFIC CONTROL PLAN								
1	0500 2001		MOBILIZATION	LS	1.0	\$ 39,940.31	\$	39,940.31
2	0502 2001		BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	3.0	\$ 2,500.00	\$	7,500.00
3	6834 2002		PORTABLE CHANGEABLE MESSAGE SIGN	EA	1.0	\$ 1,500.00	\$	1,500.00
REMOVAL								
1	0354 2017		PLAN & TEXT CONC PAV(0" TO 2")	SY	14300.0	\$ 2.14	\$	30,602.00
ROADWAY								
1	0529 2004		CONC CURB & GUTTER (TY IIA)	LF	3200.0	\$ 19.38	\$	62,016.00
2	0530 2010		DRIVEWAYS (CONC)	SY	475.0	\$ 69.60	\$	33,060.00
3	3268 2003		D-GR HMA (QCQA) TY-A PG64-22	TON	380.0	\$ 70.00	\$	26,600.00
4	3268 2029		D-GR HMA (QCQA) TY-C SAC-A PG76-22	TON	1600.0	\$ 131.10	\$	209,763.20
EARTHWORK								
1	0100 2001		PREPARING ROW	AC	1.3	\$ 1,150.00	\$	1,460.50
2	0110 2003		EXCAVATION (SPECIAL)	CY	134.0	\$ 4.86	\$	651.24
3	0132 2004		EMBANKMENT (FINAL)(DENS CONT)(TY B)	CY	546.0	\$ 4.86	\$	2,653.56
DRAINAGE								
1	0465 2073		INLET (COMPL)(CURB)(TY 4-BC)(5')	EA	4.0	\$ 2,500.00	\$	10,000.00
2	0465 2074		INLET (COMPL)(CURB)(TY 4-BC)(10')	EA	2.0	\$ 5,600.00	\$	11,200.00
SIGNING AND PAVEMENT MARKINGS								
1	0636 2010		REPLACE EXISTING ALUMINUM SIGNS (RDSD)	EA	1.0	\$ 300	\$	300.00
2	0644 2056		RELOCATE SM RD SN SUP & AM TY 10BWG	EA	1.0	\$ 352	\$	352.00
3	0644 2070		INS SM RD SN SUP & AM TY10BWG (2) SA (T)	EA	4.0	\$ 450.32	\$	1,801.28
4	0666 2002		REFL PAV MRK TY I (W) 4" (BRK)(090MIL)	LF	4390.0	\$ 0.90	\$	3,951.00
5	0666 2011		REFL PAV MRK TY I (W) 4" (SLD)(090MIL)	LF	2600.0	\$ 0.58	\$	1,508.00
6	0666 2023		REFL PAV MRK TY I (W) 6" (SLD)(090MIL)	LF	475.0	\$ 0.52	\$	247.00
7	0666 2035		REFL PAV MRK TY I (W) 8" (SLD)(090MIL)	LF	787.0	\$ 0.94	\$	739.78
8	0666 2041		REFL PAV MRK TY I (W) 12"(SLD)(090MIL)	LF	260.0	\$ 3.66	\$	951.60
9	0666 2053		REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	14.0	\$ 196.13	\$	2,745.82
10	0666 2095		REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	8.0	\$ 150.95	\$	1,207.60
11	0666 2110		REFL PAV MRK TY I (Y) 4" (SLD)(090MIL)	LF	3025.0	\$ 0.52	\$	1,573.00
12	0666 2119		REFL PAV MRK TY I (Y) 6" (SLD)(090MIL)	LF	470.0	\$ 0.53	\$	249.10
13	0666 2142		REF PAV MRK TY II (W) 4" (BRK)	LF	4390.0	\$ 0.16	\$	702.40
14	0666 2145		REF PAV MRK TY II (W) 4" (SLD)	LF	2600.0	\$ 0.16	\$	416.00
15	0666 2149		REF PAV MRK TY II (W) 6" (SLD)	LF	475.0	\$ 0.53	\$	251.75
16	0666 2153		REF PAV MRK TY II (W) 8" (SLD)	LF	787.0	\$ 0.39	\$	306.93
17	0666 2155		REF PAV MRK TY I (W) 12" (SLD)	LF	260.0	\$ 1.04	\$	270.40
18	0666 2160		REF PAV MRK TY II (W) (ARROW)	EA	14.0	\$ 45.97	\$	643.58
19	0666 2173		REF PAV MRK TY II (W) (WORD)	EA	8.0	\$ 55.21	\$	441.68
20	0666 2178		REF PAV MRK TY II (Y) 4" (SLD)	LF	3025.0	\$ 0.15	\$	453.75
21	0666 2181		REF PAV MRK TY II (Y) 6" (SLD)	LF	470.0	\$ 0.53	\$	249.10
22	0672 2017		REFL PAV MRKR TY II-C-R	EA	65.0	\$ 3.76	\$	244.40
SW3P								
1	0166 2002		FERTILIZER	TON	0.06	\$ 800.00	\$	48.00
2	0164 2009		BROADCAST SEED (TEMP) (WARM)	SY	900.0	\$ 0.50	\$	450.00
3	0168 2001		VEGETATIVE WATERING	MG	0.05	\$ 13.66	\$	12.17

CSJ.

183-A
TOLL ROAD

ENGINEER'S OPINION OF ESTIMATED CONSTRUCTION COSTS									
ROADWAY									
183-A									
PREPARED FOR: Central Texas Regional Mobility Authority						DATE: 5/13/2013			
PREPARED BY: KIMLEY-HORN AND ASSOCIATES, INC.									
ITEM NO.	S.P. NO.	ALT	DESCRIPTION	UNIT	ESTIMATED QUANTITY	PRICE PER UNIT	AMOUNT		
5	0506 2001		ROCK FILTER DAMS (INSTALL) (TY 1)	LF	115.0	\$ 3.00	\$ 345.00		
6	0506 2009		ROCK FILTER DAMS (REMOVE)	LF	115.0	\$ 4.00	\$ 460.00		
4	1122 2037		TEMPORARY SEDIMENT CONTROL FENCE INSTALL	LF	2465.0	\$ 1.88	\$ 4,634.20		
7	1122 2038		TEMPORARY SDMT CONTROL FENCE (INLET PROTECTION)	LF	72.0	\$ 8.10	\$ 583.20		
8	1122 2057		TEMPORARY SEDIMENT CONTROL FENCE REMOVE	LF	2465.0	\$ 0.53	\$ 1,306.45		
TOTAL BID ITEMS COST							\$	464,392.00	
CTRA CONTRIBUTION							\$	150,000.00	
SUB TOTAL							\$	314,392.00	
CONSTRUCTION ADMINSTRATIVE ENGINEERING INSPECTION (CEI)						8.00%	\$	25,151.36	
TOTAL CONTINGENCIES COST						15.00%	\$	47,158.80	
299	TOTAL PROJECT COST						\$	386,702.16	

CSJ: _____
183-A
TOLL ROAD

Exhibit 4 - Escrow Agreement

[on the following eight pages]

ESCROW AGREEMENT

This Escrow Agreement (“Escrow Agreement”) is effective May _____, 2013, between CEDAR PARK TOWN CENTER LP, a Texas limited partnership (“Developer”), the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (“Mobility Authority”), a Texas political subdivision, and VERITAS TITLE PARTNERS, L.P. (“Veritas”), as the Escrow Agent. Developer, Mobility Authority, and Veritas may be referred to collectively in this Escrow Agreement as the “Parties,” and individually as a “Party.”

RECITALS

WHEREAS, Developer and Mobility Authority have entered into a Development Agreement effective May ____, 2013 (the “Development Agreement”) to fund certain roadway and related improvements described in that agreement (the “Roadway Project”);

WHEREAS, Developer has agreed in the Development Agreement to deposit \$386,702.16 in an escrow account as an initial source of funds to be used by Mobility Authority to build the Roadway Project; and

WHEREAS, Veritas has agreed to serve as the escrow agent for Developer and Mobility Authority in accordance with the terms and conditions of this Escrow Agreement.

NOW, THEREFORE, for Parties agree as follows:

1. **Incorporation of Recitals and Findings.** The Recitals above are a part of this agreement. Capitalized words and phrases that are not defined in this Escrow Agreement have the meaning given in the Development Agreement.

2. **Appointment of Escrow Agent.** Developer and Mobility Authority hereby appoint Veritas to act as escrow agent (“Escrow Agent”) and to act as their agent with respect to the Escrowed Items, and Escrow Agent hereby accepts such appointment. The Escrow Items shall include the Escrow Agreement and the Escrowed Funds as set forth in Sections 3 and 4 below.

3. **Deposit of Escrow Agreement with Escrow Agent.** No later than five days after all Parties have signed this Escrow Agreement, Developer shall deliver one duly-executed counterpart original of this Escrow Agreement to Escrow Agent.

4. **Deposit of Escrowed Funds.**

(a) Concurrently with the delivery of the duly-executed counterpart original of this Escrow Agreement to Escrow Agent, Developer shall deposit with Escrow Agent the sum of \$386,702.16 (the “Escrowed Funds”). Escrow Agent shall not be responsible for the collection of the Escrowed Funds and may fully rely on Developer to assure the Escrowed Funds are timely deposited.

(b) Escrow Agent shall keep all the Escrowed Funds and any additional funds received from Developer under Section 5 of the Development Agreement in one or more interest-bearing accounts under the name and tax identification number of Developer and insured by the FDIC. Escrow Agent shall not be liable in the event of loss of the Escrowed Funds due to failure of the bank or savings and loan institution.

(c) Any interest which accrues on the Escrowed Funds shall be paid to the person/entity receiving any amounts remaining in the Escrow at the close of the Escrow, in accordance with the terms of this Escrow Agreement.

5. **Escrow Term.** The Escrow shall close when all of the Escrowed Funds are disbursed in accordance with Sections 6 and 7 below, as applicable.

6. **Disbursement of Escrowed Funds to Developer.** Escrow Agent is instructed to disburse funds from the Escrowed Funds to the Developer in accordance with the following procedures:

(a) If Escrow Agent receives an authorization and instructions from Mobility Authority to disburse surplus funds to Developer under Section 5.a. of the Development Agreement, Escrow Agent shall disburse the authorized amount to the Developer no later than ten days after receipt of those instructions.

(b) Escrow Agent shall disburse to Developer any funds that remain in the Escrow Account no later than ten days after receipt of notice from Mobility Authority to Escrow Agent and to Developer that the Roadway Project has been completed and accepted by Mobility Authority, and that all funds eligible for disbursement to Mobility Authority under Section 7 have been disbursed to Mobility Authority.

7. **Disbursement of Escrowed Funds to Mobility Authority.** Escrow Agent is instructed to disburse payments from the Escrowed Funds to Mobility Authority in accordance with the following procedures:

(a) Mobility Authority will submit a draw request to Escrow Agent by completing and using the form attached as Exhibit 1. A true and correct copy of each draw request submitted to the Escrow Agent shall be submitted contemporaneously by Mobility Authority to Developer using the same method of notice Mobility Authority uses under Section 10(d) to submit the draw request to Escrow Agent.

(b) The Escrow Agent shall disburse the draw amount to Mobility Authority or its trustee no later than five days after the date Escrow Agent receives a draw request. The draw request shall be paid in the dollar amount actually submitted in writing by Mobility Authority to the extent sufficient Escrowed Funds are available.

8. **Resignation of Escrow Agent.** Escrow Agent reserves the right to resign hereunder, upon 20 days prior written notice to Mobility Authority and Developer. In the event of said resignation, and prior to the effective date thereof, either (a) Mobility Authority and Developer, by joint written notice to Escrow Agent, shall designate a

successor escrow agent to assume the responsibilities of Escrow Agent under this Escrow Agreement, and Escrow Agent shall immediately deliver all of the Escrowed Funds in Escrow Agent's possession to such successor escrow agent, or (b) if Mobility Authority and Developer do not agree on a successor escrow agent, or if they fail to deliver to Escrow Agent such written notice, Escrow Agent shall be entitled to interplead the Escrowed Funds into a court with proper jurisdiction in Williamson County, Texas.

9. **Escrow Fee.** Escrow Agent waives any right to receive a fee in connection with its services under this Escrow Agreement.

10. **Miscellaneous.**

(a) Time is of the essence with respect to each and every provision of this Escrow Agreement and in the performance, occurrence, fulfillment or satisfaction of each and every term and condition of the escrow created hereby.

(b) Each reference in this Agreement to a day or days refers to a day that is not a Saturday, Sunday, or a legal holiday. If the last day of any period described in this Agreement is a Saturday, Sunday, or legal holiday, the period is extended to include the next day that is not a Saturday, Sunday, or legal holiday.

(c) Escrow Agent shall be entitled to assume that documents and writings that are deposited into escrow or that are received in the course of carrying out its instructions hereunder are genuine and are in fact signed by the person or persons purporting to execute them, and Escrow Agent is entitled to act upon and use such documents and writings, unless and until Escrow Agent has actual knowledge of facts or circumstances that would cause a reasonably prudent person to suspect that they are not genuine. Escrow Agent shall not be responsible or liable for the accuracy, validity or appropriateness of any document or request submitted to it, and may fully rely on such document or request in acting or proceeding in accordance with this Escrow Agreement.

(d) All notices, demands, draw or other requests, and other communications required or permitted hereunder or which any Party may desire to give, shall be in writing and shall be deemed to have been given on the sooner to occur of (i) receipt by the Party to whom the notice is hand-delivered, with a written receipt of notice provided by the receiving Party, or (ii) two days after deposit in a regularly maintained express mail receptacle of the United States Postal Service, postage prepaid, or registered or certified mail, return receipt requested, express mail delivery, addressed to such Party at the respective addresses set forth below, or such other address as each Party may from time to time designate by written notice to the others as herein required, or (iii) facsimile or electronic mail transmission (the latter of scanned documents in formats such as .pdf or .tif) for which confirmation of receipt by the other parties has been obtained by the sending Party:

Escrow Agent: Veritas Title Partners. L.P.
Attn: Sandra Paige
2415 W. Alabama, Suite 203

Houston, Texas 77098
(713) 482-2802
(713) 482-2840 (facsimile)
Email: spaige@veritastitlepartners.com

Developer: Cedar Park Town Center LP
c/o Mr. Michael Ainbinder
The Ainbinder Company
2415 W. Alabama, Suite 205
Houston, Texas 77098
(713) 892-5600
(713) 892-5656 (facsimile)
Email: mca@ainbinder.com

Mobility Authority: Central Texas Regional Mobility Authority
Attn: Wes Burford, Director of Engineering
301 Congress Avenue, Suite 650
Austin, Texas 78701
(512) 996-9778
(512) 996-9784 (facsimile)
Email: wburford@ctrma.org

(e) Escrow Agent shall not be obligated to determine or resolve conflicting demands or claims to funds, documents or items deposited in escrow or conflicting demands or claims concerning the validity or interpretation of, or performance under, this Escrow Agreement. Until such conflicting demands or claims have been determined, resolved or eliminated by written agreement of the Parties, a valid amendment to this Escrow Agreement or a final order of judgment of the court of competent jurisdiction, Escrow Agent shall be authorized to (i) refrain from carrying out its duties hereunder, and to retain in escrow any funds, documents or items that are the subject of the conflict or that may be dependent on or affected by the resolution of the conflict or (ii) interplead the subject matter of this Escrow into any court of competent jurisdiction and the act of such interpleader shall immediately relieve Escrow Agent of its duties, liabilities and responsibilities hereunder. In that regard, the Parties hereto expressly acknowledge Escrow Agent's right to interplead the Escrowed Items into a court of competent jurisdiction in Williamson County, Texas, as provided by this Escrow Agreement.

(f) This Escrow Agreement may be amended only by means of a written amendment signed by all the Parties to this Escrow Agreement. Any purported oral amendment of this Escrow Agreement shall be ineffective and invalid.

(g) This Escrow Agreement may be executed in counterparts, each of which individually shall be an original and all of which together shall constitute but one and the same document. Any signature page to any counterpart of this Escrow Agreement may be detached from such counterpart without impairing the legal effect of the signature thereon

and thereafter attached to another counterpart identical thereto except having to it additional signature pages.

(h) The captions contained in this Escrow Agreement are for purposes of identification only and shall not be considered in construing this Escrow Agreement.

(i) This Escrow Agreement shall be governed by and construed in accordance with the laws in the State of Texas. The Parties agree that the exclusive venue for any lawsuit arising out of or relating to this Escrow Agreement will be in Williamson County, Texas, and waive the right to sue or be sued elsewhere.

(j) This Escrow Agreement shall be binding on the Parties hereto and their respective heirs, executives, administrators, successors and assigns when all Parties have executed and delivered a counterpart hereof.

(k) Each Party represents that it has full power and authority rightfully to execute and deliver this Escrow Agreement and to perform the actions contemplated hereby.

11. **Conflict with Development Agreement.** In the event of a conflict between any term, provision or condition of the Development Agreement and this Escrow Agreement, the terms, conditions and provisions of the Development Agreement shall govern with respect to Developer and Mobility Authority. Escrow Agent shall be bound by only the terms and stipulations of this Escrow Agreement.

12. **Effective Date.** The Effective Date shall be the date the last of the Parties shown below executes this Escrow Agreement.

13. **Term.** This Escrow Agreement shall terminate when all Escrowed Funds have been disbursed in accordance with the terms hereof.

Executed to be effective as of the Effective Date.

MOBILITY AUTHORITY: CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By: _____
Mike Heiligenstein
Executive Director

Date: _____

DEVELOPER: CEDAR PARK TOWN CENTER LP

By: Ainbinder Cedar Park, LLC

By: _____
Michael C. Ainbinder
Chairman, CEO and Manager

Date: _____

ESCROW AGENT:

VERITAS TITLE PARTNERS, L.P.

By: _____

Name:

Title: _____

Date: _____

EXHIBIT 1

DRAW REQUEST

Date: _____

Veritas Title Partners, L.P.
Attn: Sandra Paige
2415 W. Alabama, Suite 203
Houston, Texas 77098

Re: Escrow Agreement by and between CEDAR PARK TOWN CENTER LP, a Texas limited partnership (“Developer”), the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (“Mobility Authority”), a Texas political subdivision, and VERITAS TITLE PARTNERS LP (“Escrow Agent”).

To Whom It May Concern:

In connection with the above captioned escrow, the undersigned hereby requests disbursement from the captioned escrow as follows:

\$ _____ draw request for Payment Period: _____, 2013.

\$ _____ Amount Remaining in Escrow following Current Draw.

The undersigned certifies that these funds are requested exclusively for the purpose of:

1. Reimbursement of costs paid by Mobility Authority to HNTB Corporation, its general engineering consultant, for services relating to procurement and oversight of the construction contract for the Roadway Project.
2. Reimbursement of costs paid by Mobility Authority to _____, its _____, for services relating to procurement and oversight of the construction contract for the Roadway Project.
3. Reimbursement of costs paid by Mobility Authority to _____, the general contractor selected by Mobility Authority, for costs and charges incurred under the contract to construct the Roadway Project, including any change orders authorized under that contract.

The undersigned further certifies that:

1. all work described by this draw request has been undertaken in compliance with applicable local, state, and federal laws and regulations; and

2. Mobility Authority has provided a true and correct copy of this draw request to Developer contemporaneously with submission of this draw request to the Escrow Agent, using the same method of notice it used to give notice of this draw request to Escrow Agent.

True and correct records and documents are available and in the possession of Mobility Authority to document the expenses included in this draw request.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By: _____
Name: _____
Title: _____
Date: _____

cc: CEDAR PARK TOWN CENTER, L.P.
c/o Mr. Michael Ainbinder
The Ainbinder Company
2415 W. Alabama, Suite 205
Houston, Texas 77098



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #8 SUMMARY

Report on legislative issues and possible action to revise the Mobility Authority legislative program for the 83rd Texas Legislature.

Strategic Plan Relevance: Economic Vitality; Sustainability; Innovation

Department: Law

Associated Costs: None

Funding Source: None

Board Action Required: Yes

Description of Matter:

The 83rd Legislature is in session and is considering legislative proposals and issues that affect the Mobility Authority.

This item is to brief the Board on any proposals and issues that may affect the Mobility Authority and to update the status of the Mobility Authority Legislative Program adopted in October 2012 by the Board in Resolution No. 12-070.

Written materials reflecting the status of bills as of May 21 will be provided at the board meeting.

Documentation for reference: Legislative Program

Contact for further information: Andy Martin, General Counsel



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #9 SUMMARY

Amend the Policy Code to adopt procedures and standards concerning direct access from abutting properties to Mobility Authority frontage roads.

Strategic Plan Relevance: Regional Mobility

Department: Engineering and Law

Associated Costs: None

Funding Source: None

Board Action Required: Yes

Description of Matter:

From time to time, abutting property owners seek to provide direct access from their property to Mobility Authority frontage roads on 183A for a driveway or new street construction. Staff has consistently applied criteria and procedures set forth in the *Access Management Manual* promulgated by the Texas Department of Transportation, pursuant to the Mobility Authority Policy Code.

The existing Policy Code language for access management was adopted by the Board in August 2007. The proposed amendment updates and simplifies the policy. It adopts by reference the criteria and standards of the current TxDOT *Access Management Manual*, except when a specific provision of the Policy Code establishes a different procedure or standard.

Attached documentation for reference:

Current Policy Code Article 3 (to be repealed)
TxDOT Access Management Manual (for reference)
Draft Resolution
Exhibit 1: Proposed new Article 3, Chapter 3, Policy Code

Contact for further information:

Andy Martin, General Counsel

Article 3. FRONTAGE ROAD ACCESS

301.040 Statement of General Policy

(a) The mission of the authority is to implement innovative multi-modal transportation solutions that reduce congestion and create transportation choices that enhance quality of life and economic vitality. It is the policy of the authority that all actions shall be based on achieving the highest degree of regional mobility and transportation safety while encouraging economic development and enhancing the quality of life.

(b) On August 29, 2007, all previously permitted access as a condition of the acquisition process for the 183A facility are “grandfathered” as accepted access. However, property owners must coordinate with the authority or the municipality responsible for access permitting prior to making any property modifications that will result in changes to the traffic patterns associated with the access. To ensure an effective and consistent process for consideration of requests for additional access connections, criteria for establishing driveways to abutting properties shall be in accordance with the criteria established for frontage roads in the *TxDOT Access Management Manual, current issue*, except as may be required otherwise herein.

301.041 Application of Access Criteria

(a) Frontage roads are considered essential elements of the highway facilities being developed in the region by the authority, particularly to provide direct access to abutting property where:

- (1) alternative access is not available and the property might otherwise be landlocked;
- (2) it is not feasible for the authority to purchase the access; and/or
- (3) the frontage road allows for improved mobility together with the property access.

(b) Direct access to the frontage roads is prohibited in the vicinity of existing ramp connections to the mainlane roadways and as proposed on the approved Schematic design, and as proposed and indicated by a “Control of Access” area on the Right-of-Way Maps for the 183A Project, or as described in the *TxDOT Roadway Design Manual, Chapter 3*.

301.042 Driveways

(a) Driveways should provide free and safe access to properties along roadway facilities. Driveways can be classified into two main categories based on the property served:

- (1) Private: serving dwellings, duplexes, and townhouses.
- (2) Commercial & Public: serving either business and commercial establishments or public places (schools, churches, cemeteries, etc.).

(b) Driveways are also classified into urban (curbed) or rural (uncurbed) based on their location along rural or urban facilities. The 183A Turnpike is classified as an Urban Freeway. Moreover, driveways are classified into three categories based on the direction of traffic and the separation of vehicles entering and exiting the served property: one-way, two-way divided, two-way undivided.

301.043 Connection Spacing Criteria for Frontage Roads

(a) Access to the frontage roads shall not be granted or approved in the "Control of Access" areas depicted on maps and drawings on file with the authority. In the event ramp locations for the 183A Turnpike depicted on maps and drawings on file with the authority are moved prior to the design and construction of the 183A Turnpike mainlanes, access points shall not be granted within the areas reasonably designated by the authority as "Control of Access" areas. Nothing herein shall preclude the authority from requiring the expansion of either or both frontage roads if necessary, at the authority's sole discretion, to accommodate traffic volumes or to improve safety.

(b) Outside of the designated "Control of Access" areas, criteria for establishing driveways to abutting properties shall be in accordance with the criteria established for Frontage Roads in *TxDOT Access Management Manual, Chapter 2, Section 5*.

(c) Table 2-1 gives the minimum connection spacing criteria for Frontage Roads. However, a lesser connection spacing may be allowed without deviation in the following situations:

- (1) To keep from land-locking a property where such land-locking is solely the result of action by the authority (for example, design and construction modifications which physically prevent a driveway installation due to grade changes, retaining walls, or barrier installations) where the authority does not control the access; or
- (2) Replacement or re-establishment of reasonable access.

Table 2-1

Access connection is from EOP to EOP

Posted Speed (mph)	One-Way FR(ft)	Two-Way FR(ft)
<30	200	200
35	250	300
40	305	360
45	360	435
≥50	425	510

(d) The above references to land-locking do not apply to circumstances where an existing larger tract of land is subdivided (and the subdivided lots sold to separate owners) after August 29, 2007, and the original tract of land either already has an existing permitted access connection point, or would qualify for such an access connection point based upon the spacing requirements of this section. Potential land-locking caused by subdivision and resale is the result of such subdivision process and will not alone justify variances or deviations in the spacing requirements contained in this section. Therefore, as part of the subdividing process, the party proposing the subdivision (and the municipality approving such subdivisions) should require and provide some type of internal access easements to the existing access connection points (or to such access connection point locations that qualify for future permits based on this section's spacing requirements).

(e) The distance between access connections is measured along the edge of the traveled way from the closest edge of pavement (EOP) of the first access connection to the closest edge of pavement of the second access connection. Additionally, the access connection spacing in the proximity of frontage road U-turn lanes will be measured from the inside edge of the U-turn lane to the closest edge of the first access connection.

(f) A spacing that is shorter than the minimum allowable, as set forth in this section, is considered a deviation from the guidelines. Requests for deviations, accompanied by supporting analyses and documentation, shall be submitted to the authority for consideration.

301.044 Access Management Coordination with Municipalities

(a) The Access Management Plan initially is intended to be tailored to the 183A Turnpike facility. Municipalities wanting authority to govern access connection location decisions within their jurisdiction are encouraged to develop access management guidelines or plans for the 183A Corridor within their jurisdiction acceptable to the authority, or adopt the authority's guidelines.

(b) Granting location permit authority to municipalities does not preclude the need for engineering driveway locations. Any impacts to drainage or hydraulics on the authority's highway system resulting from access connections must be coordinated with the authority prior to any local access location approval. Issuance of access permits by a municipality must address traffic operations, driveway geometrics, utility location/relocation, compliance with the Americans with Disabilities Act (ADA) and Texas Accessibility Standards (TAS), environmental requirements, wetland considerations if appropriate, and all other applicable state and federal laws, rules, and regulations.

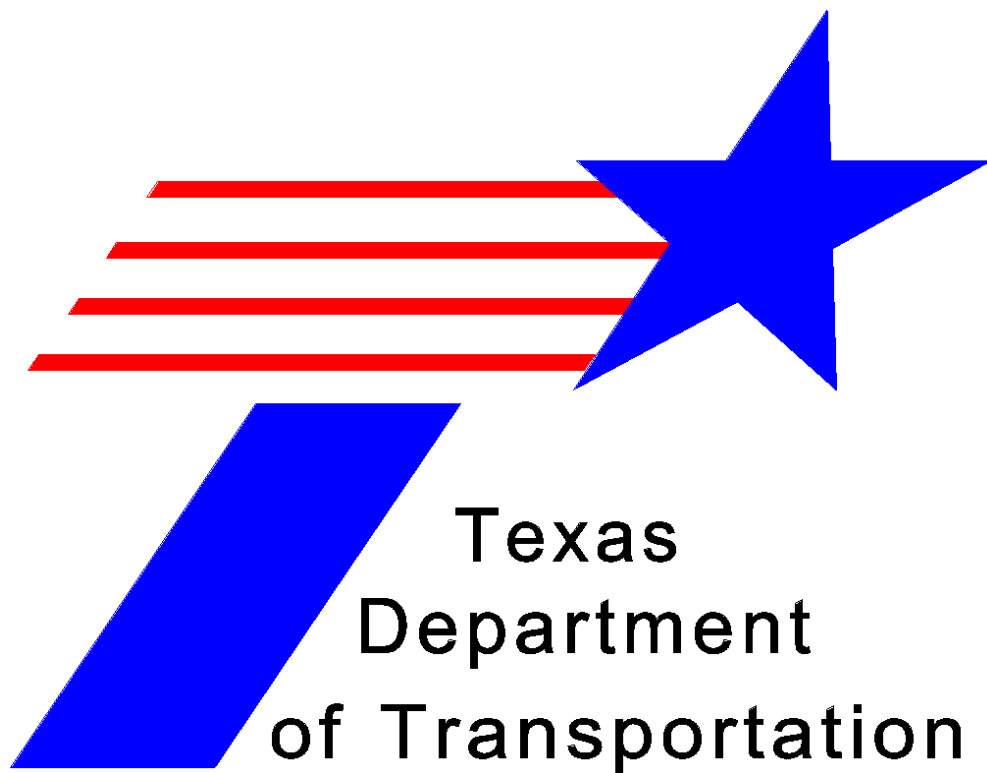
301.045 Access Permit Application Process

(a) In the absence of any safety or operational problems, additional access connections may be considered if the size and trip generation potential of the proposed development requires additional access in order to maintain good roadway traffic operations. Any additional access must not interfere with the location, planning, and operation of the frontage roads and the public street system. Where the property abuts or has primary access to a lesser function road, to an internal street system, or by means of dedicated access easement, any access to the authority's highway system will be considered as an additional access.

(b) If the access connection causes operational problems (i.e. reduced the capacity of the through lanes, etc.) or the operational analysis causes the intersection to exceed a V/C ratio of 1.0, mitigation and/or additional operational improvements may be required as a condition of the permit.

(c) Requests for driveway access shall be initiated with the preparation and submittal of a "Permit to Construct Access Driveway Facilities on Highway Right of Way" form. Forms are available from the authority. Pending review and acceptance of the documentation provided with the permit form, the authority's "*Right of Way Access Application*" form should be submitted for approval. The permit may be issued, accompanied by General Plan Requirements, Special Provisions, and the associated Access Driveway Regulations. Construction and operation of any access granted shall be strictly in accordance with the specific requirements of the issued permit.

Access Management Manual



July 2011

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Manual Notice 2011-1

From: Mark A Marek, P.E.

Manual: *Access Management Manual*

Effective Date: July 01, 2011

Purpose

This revision is intended to update the *Access Management Manual*, specifically to include a note to users that recent changes to Chapter 21 of the Texas Property Code and Chapter 2206 of the Texas Government Code, regarding the compensation of buying and selling of access to abutting property owners along state highways, may not be reflected in the manual. These changes will be included in the next revision of the manual estimated to be released by early Fall 2011.

Contact

Address questions concerning the information contained in the manual to the Roadway Design Section in the Design Division.

Copyright Notice

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Archives

Past manual notices are available in a [PDF archive](#).

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Chapter 1 — Access Management General

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Section 1 — Introduction

NOTE: The information contained in this manual is in the process of being updated to reflect recent changes to Chapter 21 of the Texas Property Code and Chapter 2206 of the Texas Government Code, and may not accurately reflect current law or department procedures. Please contact the Design Division at 512-416-2678 for more information.

Non-discrimination

TxDOT policy is to ensure that no person in the United States of America shall on the grounds of race, color, national origin, sex, age or disability be excluded from the participation in, be denied the benefits of or otherwise be subjected to discrimination under any of our programs or activities.

Applicability

The access management criteria contained in this manual are applicable to all classes of state highways. This manual also provides a mechanism for municipalities to be granted permitting authority to the state highway system. Municipalities that choose to handle access permitting for state highway system roadways within their jurisdiction can either develop their own access management guidelines or they can adopt the guidelines contained in this manual. Because they have authority to implement su

division and zoning regulations, municipalities also have the ability to apply a host of access management techniques: shared access, cross access, lot width requirements, driveway throat length, internal street circulation, and general thoroughfare planning. It is through a cooperative relationship between the Department and municipalities that the safety and operational benefits of access management can be fully realized. The following subsection provides an overview of access management and discusses some of its principles.

Overview

Proper access management assists in protecting the substantial public investment in transportation by preserving roadway efficiency and enhancing traffic safety, thus reducing the need for expensive improvements. Furthermore, access management can significantly reduce traffic accidents, personal injury, and property damage. To appreciate how access management fits into the entire spectrum of the roadway network, one should understand that freeways, arterials, collectors, and local streets serve varying levels of through-traffic movement and access to property (see Figure 1-1).

- ◆ **Freeways** - provide the highest level of mobility and are intended to carry the greatest amount of traffic at the highest speeds. Accordingly, freeway mainlanes provide no direct access to property and access to the freeway mainlanes is provided only at interchanges and ramps.
- ◆ **Arterials** - provide the next highest level of mobility and are intended to carry substantial amounts of traffic over relatively long distances and at relatively high speeds. Direct property access may be provided but must be carefully managed to preserve arterial mobility and avoid creating unsafe and congested traffic operations.
- ◆ **Collectors** - provide lower mobility and are intended to carry lower volumes of traffic at lower speeds. Since most of the trips on collectors are shorter distance local trips, these streets can safely provide a higher amount of property access.
- ◆ **Local streets** - provide the lowest level of mobility and are intended to provide direct access to properties, preserve the neighborhood environment, and enhance pedestrian and bicycle safety.

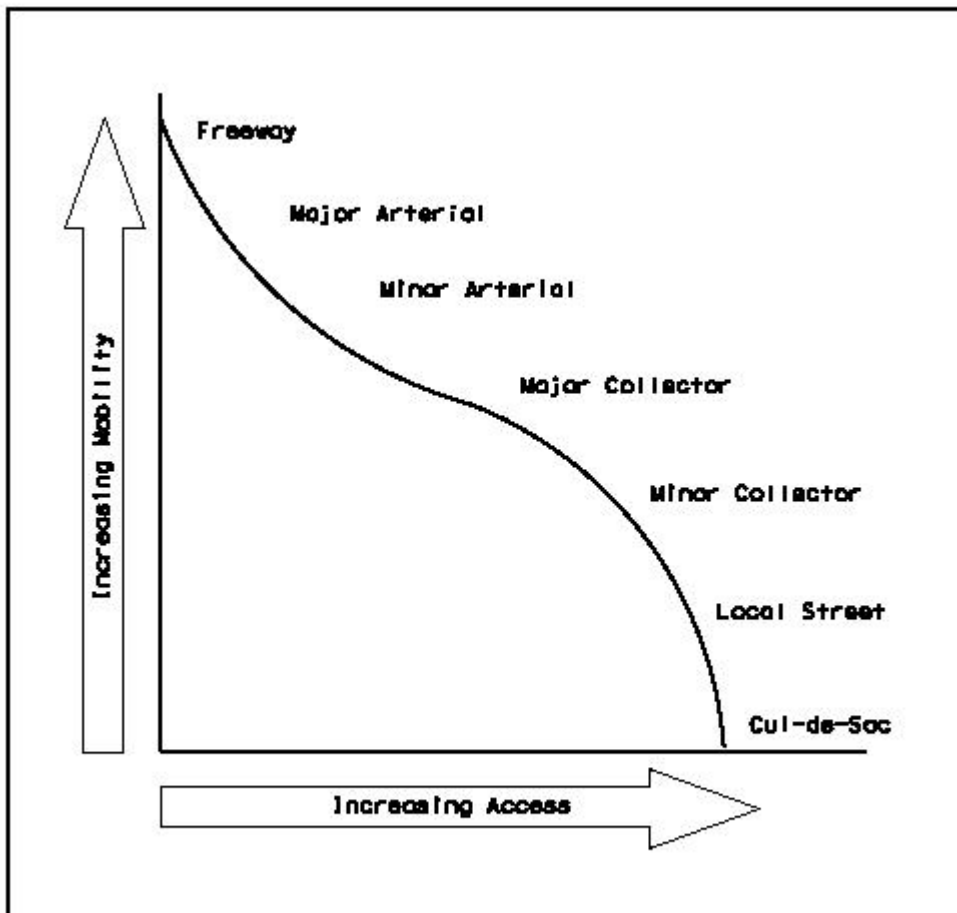


Figure 1-1. Access Function¹

1. TRB Committee on Access Management, Access Management Manual, Transportation Research Board, Washington, D.C., 2003.

Section 2 — The Benefits of Access Management

Overview

Below are some of the benefits that have been realized in communities with effective access management policies:

- ◆ Delaying or preventing costly highway improvements,
- ◆ Improving roadway safety conditions (reduced crash rates),
- ◆ Reducing traffic delay and congestion, which has a positive economic effect on market areas (as seen in Figure 1-4),
- ◆ Promoting properly designed access and circulation systems for development,
- ◆ Improving the appearance of transportation corridors and increasing the area available for landscaping, which can help attract investment and enhance the image of an area,
- ◆ Providing property owners and customers with safe access to roadways,
- ◆ Reducing air pollution, and
- ◆ Making pedestrian and bicycle travel safer.

Another significant benefit is that access management requires a more coordinated, long-term approach to land use and transportation; therefore, effective access management promotes inter-governmental cooperation relating to land development and transportation decisions.

Effects on Safety

More than four decades of research conducted throughout the United States have shown that access management improves roadway safety. These safety benefits are attributable to improved access design, fewer traffic conflict locations, and higher driver response time to potential conflicts. Some key findings on the impacts of arterial access management on safety are summarized below.

- ◆ **As access density increases, crash rates increase.** Relative increases in crash rates are remarkably consistent among the various studies. Figure 1-2 shows composite crash rate indices derived from the analysis of 37,500 crashes, as compared with a synthesis of previous studies¹. The indices were developed by correlating crash rates with access density - using the crash rates for 10 access points per mile as a base and then averaging crash rates for each access density. For example, these indices suggest that an increase from 10 access points to 20 access points per mile would increase crash rates by roughly 30 percent.

1. Gluck, J., H.S. Levinson and V.G. Stover, NCHRP Report 420: Impacts of Access Management Techniques, National Cooperative Highway Research Program, Transportation Research Board, Washington, D.C., National Academy Press, 1999.

Composite Crash Rate Indices

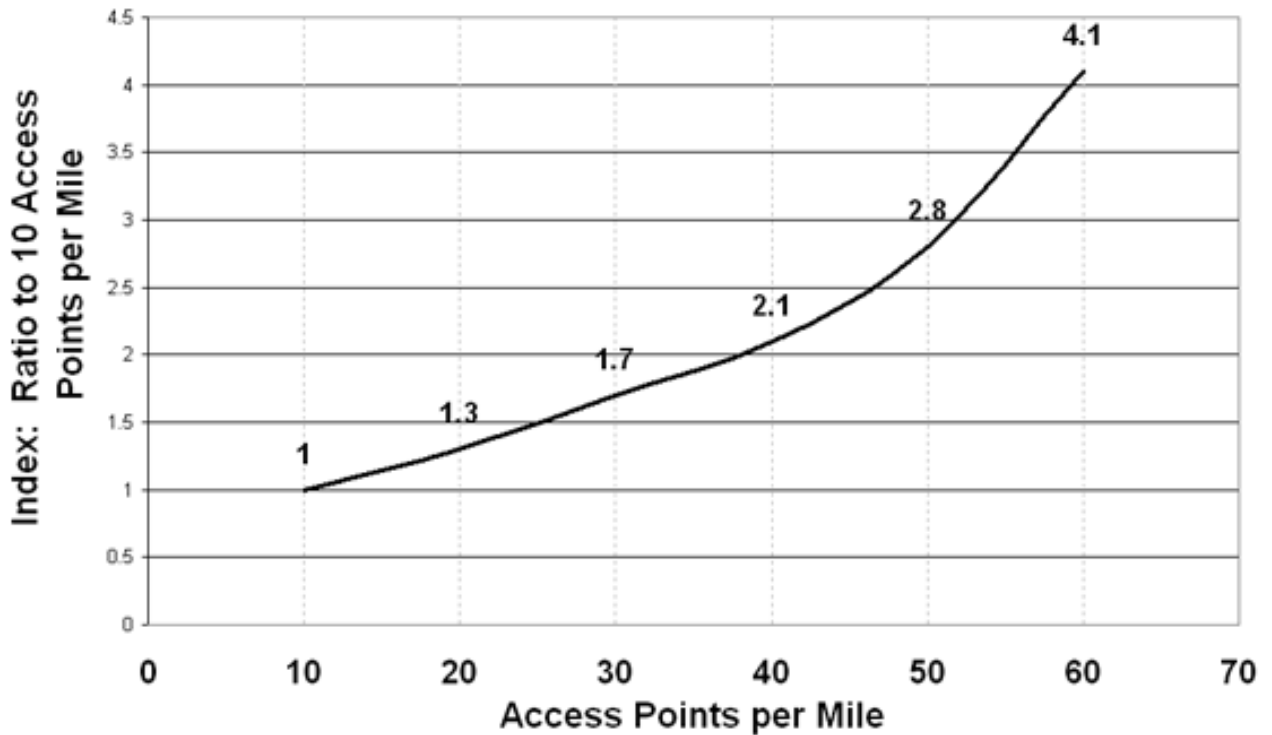


Figure 1-2. Composite Crash Rates

- ◆ **Roadways with nontraversable medians are safer at higher speeds and at higher traffic volumes than undivided roadways or those with continuous two-way left-turn lanes (TWLTL).** Numerous studies from across the nation have been conducted relating to undivided, TWLTL, and divided roadways with a nontraversable median. Based on studies, it can be concluded that roadways with a nontraversable median have an average crash rate about 30 percent less than roadways with a TWLTL. Table 1-1 summarizes the representative crash rates by median type for urbanized areas. Additionally, where ADT exceeds 20,000 vehicles per day and the demand for mid-block turns is high, a raised median should be considered.¹

Table 1-1: Accident Rates

Representative Accident Rates (Crashes Per Million VMT) by Type of Median - Urban and Suburban Areas			
	Median Type		
Total Access Points Per Mile (1)	Undivided	Two-Way Left-Turn Lane	Non-Traversable Median
< 20	3.8	3.4	2.9

(1) Includes both signalized and unsignalized access points.

Table 1-1: Accident Rates

Representative Accident Rates (Crashes Per Million VMT) by Type of Median - Urban and Suburban Areas			
	Median Type		
Total Access Points Per Mile (1)	Undivided	Two-Way Left-Turn Lane	Non-Traversable Median
20.01 - 40	7.3	5.9	5.1
40.01 - 60	9.4	7.9	6.8
> 60	10.6	9.2	8.2
Average Rate	9.0	6.9	5.6
(1) Includes both signalized and unsignalized access points.			

Operational Effects

Frequent access connections, median openings, and closely spaced traffic signals are a recipe for congestion on major roadways (See Figure 1-3). Studies of the effects of access management on roadway operations have addressed effects of access spacing on travel time by simulating traffic performance. Collectively, these studies indicate that access management helps to maintain desired speed and reduce delays, which also reduces fuel consumption and vehicle emissions.

1. Texas Department of Transportation (TxDOT), Roadway Design Manual, 2002.



Figure 1-3. Signal Spacing and Queuing

For example, analysis based on procedures in the Highway Capacity Manual indicates that the typical reduction in free-flow speed (for one direction) is approximately 0.15 mph per access point and 0.005 mph per right-turning movement per hour per mile of road.¹ Using the Highway Capacity Manual, Table 1-2 provides suggested access density adjustment factors for level of service determinations. These benefits extend not only to free-flow conditions, but to platoon flow as well.

Table 1-2: Access Points and Free Flow Speed

Access Points and Free Flow Speed	
Access points per mile	Reduction in free flow speed, mph
0	0.0
10	2.5
20	5.0

1. Reilly, W., et al., Capacity and Service Procedures for Multi-lane Rural and Suburban Highways, Final Report NCHRP Project 3-33, JHK & Associates and Midwest Research Institute, May 1989.

Table 1-2: Access Points and Free Flow Speed

Access Points and Free Flow Speed	
Access points per mile	Reduction in free flow speed, mph
30	7.5
40 or more	10

Other analyses suggest that a four lane divided major roadway with long, uniform signal spacing, directional openings between signals, and auxiliary lanes could accommodate a similar volume and similar quality of service as a six lane divided roadway having traffic signals at ¼-mile intervals, unregulated access between the signals, and no auxiliary lanes.¹

Minimizing the number of traffic signals and promoting appropriate signal spacing significantly improves travel times. Each traffic signal per mile added to a roadway reduces through travel speed about two to three mph. Table 1-3 indicates percentage increases in travel times that can be expected as signal density increases, using two traffic signals per mile as a base. For example, travel time on a segment with four signals per mile is about 16 percent greater than on a segment with two signals per mile.

Table 1-3: Travel Time and Signal Density

Percentage Increase in Travel Times as Signalized Density Increases	
Signals Per Mile	Percent Increase in Travel Times (Compared with 2 Signals Per Mile)
2.0	0
3.0	9
4.0	16
5.0	23
6.0	29
7.0	34
8.0	39

Economic Effects

A safe and efficient transportation system is an important element of a vibrant economy. The quality of the transportation system affects the economy in a variety of ways: it determines how quickly

1. S/K Transportation Consultants, Inc., National Highway Institute Course No. 133078: Access Management, Location and Design, April 2000.

goods get to market, whether an area is attractive to investors, and the size of the market area for a particular business.

For real estate developers, the importance of well designed access and circulation systems cannot be overstated. The Urban Land Institute's (ULI) *Shopping Center Development Handbook* warns that "poorly designed entrances and exits not only present a traffic hazard but also cause congestion that can create a negative image of the center".¹

The market area for a business is important to its success as well. Closely spaced or poorly designed access connections reduce average travel speeds and increase delay on the roadway. Market area analysis shows that these increases in average travel times result in longer commute times and reduce the market area for businesses. The National Highway Institute reports that inadequate access management can increase travel time and delay by as much as 40 to 60 percent.² Yet, even a 10 percent reduction in average travel speeds can cause a business to lose 20% of its market area. Although the average size of market area varies for different types of businesses, the proportionate reduction in market area is the same. This relationship is illustrated in Figure 1-4.

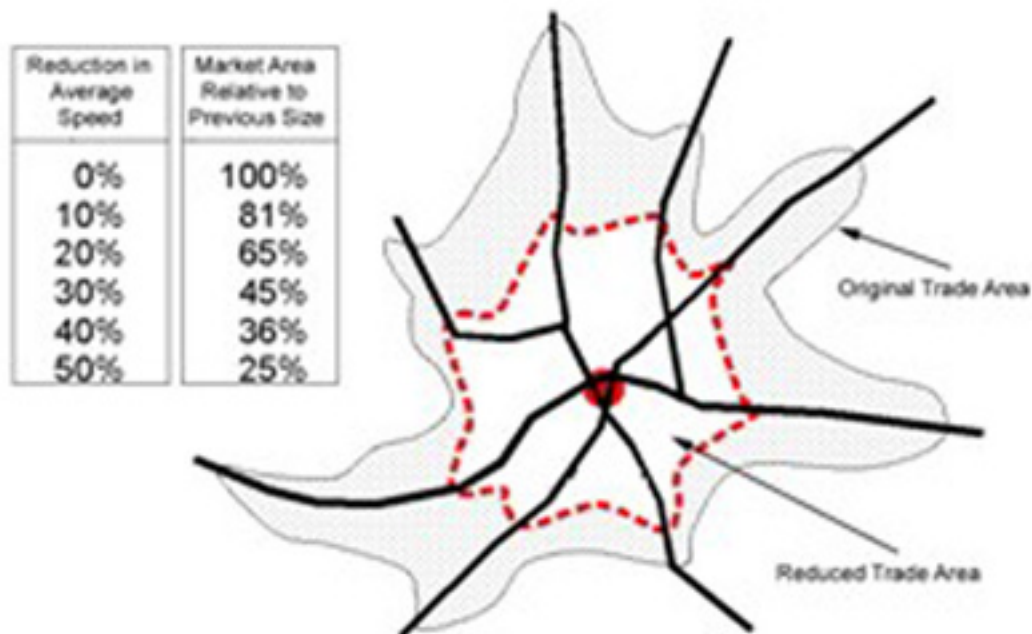


Figure 1-4. Market Area, Speed Relationship³

The appearance of a corridor and quality of access to development also impact property values and investment. Property values tend to increase rapidly during commercial development, but can

1. Urban Land Institute (ULI), *Shopping Center Development Handbook*, Second Edition, Washington, D.C., 1985.
2. Reilly, W., et al., *Capacity and Service Procedures for Multi-lane Rural and Suburban Highways*, Final Report NCHRP Project 3-33, JHK & Associates and Midwest Research Institute, May 1989.
3. Stover, V. and F. Koepke, *Transportation and Land Development*, Institute for Transportation Engineers (ITE), 1988, 2002.

decline after the corridor is built out if the character and efficiency of that corridor have been damaged in the process. This is exemplified by the growing number of older highway commercial strips across the state that are now experiencing economic decline; many such areas are the subjects of revitalization efforts that include access management strategies.

Individual business owners are sometimes concerned about the potential impact of access management requirements on business activity. Studies conducted of businesses within areas where access management has been implemented show that improved driveway spacing and design, alternative access, and installation of nontraversable medians have virtually no adverse impact on business activity. For example, a study of the economic impacts of left-turn restrictions in College Station, Houston, McKinney, Longview, Wichita Falls, Odessa, Port Arthur, and Amarillo was conducted for the Texas Department of Transportation in the mid 1990s.¹ Key findings relative to access management include the following:

- ◆ Business owners reported no change in pass-by traffic after median installation.
- ◆ Most business types (including specialty retail, fast-food restaurants, and sit-down restaurants) reported increases in numbers of customers per day and gross sales.
- ◆ When asked what factors were important to attracting customers, business owners generally ranked "accessibility to store" lower than customer service, product quality, and product price, and ahead of store hours and distance to travel.

A study of the effects of access management on business vitality was conducted in 1996.² Before and after data were collected on a series of corridor case studies. Results indicated that:

- ◆ Corridors with completed access management projects performed better in terms of retail sales than the surrounding communities. Business failure rates along access managed corridors were at or below the statewide average.
- ◆ Close to 80 percent of businesses reported no customer complaints about access to their businesses after project completion.
- ◆ Over 90 percent of motorists surveyed had a favorable opinion of improvements made to roadways that involve access management. The vast majority of motorists thought that the improved roadways were safer and that traffic flow had improved.

The results of these and other studies indicate that access management has little or no adverse impact on business activity. Before and after studies indicate that business owner perceptions of the potential for adverse impacts of access changes tend to be much worse than actual impacts. In addition, levels of business activity often correlate more closely with factors such as competition, the regional economy, quality of management, and other issues unrelated to property access.

1. Eisele, W. and W. Frawley, A Methodology for Determining Economic Impacts of Raised Medians: Data Analysis on Additional Case Studies, Research Report 3904-3, Texas Transportation Institute, College Station, TX, October 1999.
2. Iowa State University, Iowa Access Management Research and Awareness Project: Executive Summary, 1997.

Chapter 2 — Access Management Standards

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Section 1 — Application of Access Standards

This chapter describes the Department's access management standards for access connections on the state highway system. The standards in the following sections are designed to preserve highway safety and to assure that each highway's importance to statewide mobility will be considered when evaluating requests for access to a roadway under the jurisdiction of TxDOT. The number, location, spacing, design, and construction of access connections have a direct and often significant effect on the safety and operation of the highway. The standards are necessary to enable the highway to continue to function efficiently and safely in the future, while at the same time providing reasonable access to development. To the extent any provision in this chapter conflicts with 43 Texas Administrative Code, Chapter 11, Subchapter C Access Connections To State Highways, the rules in Subchapter C shall control.

The access management standards in the following sections are intended for application to state highways where municipalities have not been granted location permitting authority (as described in Chapter 3, Section 1).

In areas where local access management guidelines or plans are not in place, municipalities, prior to the approval of new developments, should contact TxDOT with respect to any state highway access that will be provided. This will enable the Department to identify any problems with the proposed access and to suggest alternatives. Early state and local coordination will also help reduce unnecessary delays in the access permitting process.

Median treatments and other design of median openings play a critical role in the operation and safety of roadways. These design requirements are not addressed in this manual. Median design and minimum median opening spacing requirements can be found in the TxDOT *Roadway Design Manual*, Chapters 2 and 3.

Section 2 — Definitions

Acceleration Lane: A speed-change lane, including tapered areas, for the purpose of enabling a vehicle entering a roadway to increase its speed to a rate at which it can more safely merge with through traffic.

Access Connection: Facility for entry and/or exit such as a driveway, street, road, or highway that connects to a highway on the state highway system.

ADT: The average daily traffic volume. It represents the total two-way traffic on a roadway for some period less than a year, divided by the total number of days it represents, and includes both weekday and weekend traffic. Usually, ADT is adjusted for day of the week, seasonal variations, and/or vehicle classification.

Auxiliary Lane: A lane striped for use as an acceleration lane, or deceleration lane, right-turn lane, or left-turn lane, but not for through traffic use.

Connection Spacing: The distance between connections, which is measured along the edge of the traveled way from the closest edge of pavement of the first access connection to the closest edge of pavement of the second access connection.

Capacity: The number of vehicles that can traverse a point or section of a lane or roadway during a set time period under prevailing roadway, traffic, and control conditions.

Commercial Driveway: An entrance to, or exit from, any commercial, business, or similar type establishment

Corner Clearance: The distance along the edge of the traveled way from the closest edge of pavement of the intersecting roadway to the closest edge of pavement of the nearest access connection.

Corner Lot: A lot located at the intersection of two roadways that has frontage on each roadway.

Deceleration Lane: A speed-change lane, including tapered areas, for the purpose of enabling a vehicle that is exiting a roadway to leave the travel lanes and slow to a safe exit.

Department: The Texas Department of Transportation.

Directional Median Opening: An opening in a nontraversable median that accommodates specific movements, such as U-turn movements and/or left-turn movements from the highway, and physically restricts other movements.

Divided Highway: A highway with a median designed to separate traffic moving in opposite directions.

Drainage Structure: A circular pipe, elliptical pipe, arch pipe, box culvert, or other similar conduit installed for the purpose of draining the flow of surface water.

Field Driveway: A limited use driveway for the occasional/infrequent use by equipment used for the purpose of cultivating, planting, and harvesting or maintenance of agricultural land, or by equipment used for ancillary mineral production.

Frontage Road: A local street or road along an arterial highway allowing control of access and service to adjacent areas and property. A frontage road may also be referred to as a service road.

Full Median Opening: In a nontraversable median, an opening that allows all turning movements from the highway and the adjacent connection, as well as crossing movements.

Functional Area (Intersection): The area of an intersection necessary to provide all required storage lengths for separate turn lanes and for through traffic plus any maneuvering distance for separate turn lanes. The functional boundary of an intersection includes more than just the physical area of the intersection.

Intersection: Any at grade connection with a roadway, including two roads or a driveway and a road.

Level of Service (LOS): A measure of traffic flow and congestion. As defined in the Highway Capacity Manual, it is a qualitative measure describing operational conditions within a traffic stream, generally described in terms of such factors as speed and travel time, freedom to maneuver, traffic interruptions, comfort and convenience, and safety.

Limited Access Roadway: A roadway especially designed for through traffic and over, from, or to which owners or occupants of abutting land or other persons have no right or easement of access by reason of the fact that their property abuts such limited access facility or for any other reason. Interstate highways, parkways, and freeways are usually developed as limited-access facilities.

Local Access Management Plan: A plan or guideline in a formally adopted rule or ordinance that is related to the application of access management within the municipality's or eligible county's jurisdiction.

Local Access Road: A local public street or road, generally one parallel to a highway on the state highway system to which access for businesses or properties located between the highway and the local access road is provided as a substitute for access to the highway. A local access road may also be called a lateral road or reverse frontage road, depending on individual location and application.

Median: That portion of a divided highway separating the opposing traffic flows. A median may be traversable or nontraversable.

Median, Nontraversable: A physical barrier in a roadway or driveway that separates vehicular traffic traveling in opposite directions. Nontraversable medians include physical barriers (such as a

concrete barrier, a raised concrete curb and/or island, and a grass or a swale median) that prohibit movement of traffic across the median.

Median Opening Spacing: The allowable spacing between openings in a non-traversable median to allow for crossing the opposing traffic lanes in order to access property or for crossing the median to travel in the opposite direction (U-turn). The distance is measured from centerline to centerline of the openings along the traveled way.

Median, Traversable: A median that by its design does not physically discourage vehicles from entering or crossing over it. This may include painted medians.

Permit: Authorization for entry to and/or exit from a state highway and adjacent real property, issued by the department under Transportation Code, Chapter 203.

Permittee: A real property owner, or the owner's authorized representative, who receives an access connection permit from the department to construct or modify an access connection from the owner's property to a highway on the state highway system.

Private Driveway: An entrance to or exit from a residential dwelling, farm, or ranch for the exclusive use and benefit of the permittee.

Public Driveway: An approach from a publicly maintained street, road, or highway.

Reverse Frontage Road: See "local access road".

Right of Way: A general term denoting land, property, or interest therein, usually in a strip, acquired for or devoted to transportation purposes.

Service Road: See "frontage road".

Shared Access: A single connection serving two or more adjoining lots or parcels.

Sight Distance: The distance visible to the driver of a passenger vehicle measured along the normal travel path of a roadway from a designated location and to a specified height above the roadway when the view is unobstructed by traffic.

Signal: A traffic control signal.

Stopping Sight Distance (SSD): The distance required by a driver of a vehicle, traveling at a given speed, to bring the vehicle to a stop after an object on the roadway becomes visible. It includes the distance traveled during driver perception-reaction time and the vehicle braking distance.

Storage Lane Length: The portion of an auxiliary lane required to store the number of vehicles expected to accumulate in the lane during an average peak period.

Temporary Access: Time-limited provision of direct access to a roadway. Such access must be closed when permit conditions for access removal are satisfied. Typically, such conditions relate to such time when adjacent properties develop in accordance with a joint access agreement or front-age road plan.

Traffic impact analysis: A traffic engineering study to the level of analysis determined by the Department that determines the potential current and future traffic impacts of a proposed traffic generator and is signed, sealed, and dated by an engineer licensed to practice in the state of Texas.

TxDOT: Texas Department of Transportation.

Section 3 — Number, Location, and Spacing of Access Connections

Overview

The access connection distances in the following subsections are based on stopping sight distance and are intended for passenger cars on a level grade. These distances may be increased for downgrades, truck traffic, or where otherwise indicated for the specific circumstances of the site and the roadway. In other cases, shorter distances may be appropriate to provide reasonable access, and such decisions should be based on safety and operational factors supported by an engineering study.

The distance between access connections is measured along the edge of the traveled way from the closest edge of pavement of the first access connection to the closest edge of pavement of the second access connection (Refer to Figure 2-1).

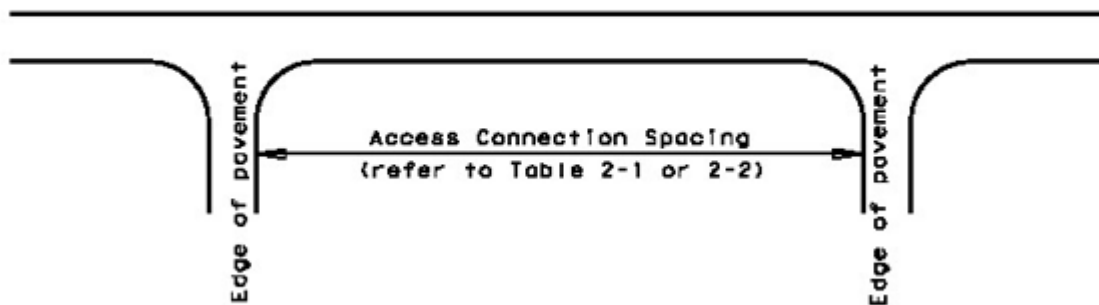


Figure 2-1. Access Connection Spacing Diagram

Conditions for granting access to the state highway system will be stated in the access permit. Violation of the conditions under which the permit was granted, as determined by the Department, may require reevaluation of the access by TxDOT.

Where topography or other existing conditions make it inappropriate or not feasible to conform to the connection spacing intervals, the location of reasonable access will be determined with consideration given to topography, established property ownerships, unique physical limitations, and/or physical design constraints. The selected location should serve as many properties and interests as possible to reduce the need for additional direct access to the highway. In selecting locations for full movement intersections, preference will be given to public roadways that are on local thoroughfare plans.

In the absence of any safety or operational problems, additional access connections may be considered. Any additional access must not interfere with the location, planning, and operation of the public street system. Where the property abuts or has primary access to a lesser function road, to an internal street system, or by means of dedicated access easement, any access to the state highway will be considered as an additional access.

New Highways on New Alignments (New Location)

When a new highway is constructed on a new alignment (new location), and the Commission designates that the new highway will be access controlled, direct access to the new highway will be determined prior to right-of-way acquisition and will be described in the right-of-way deeds.

Such new highways may initially have at-grade intersections, yet be intended for ultimate upgrade to full freeway criteria. In such cases, temporary access may be permitted where a property would otherwise be landlocked. When temporary access is permitted, the access permit will clearly state that the connection is temporary and will identify the terms and conditions of its temporary use and the conditions of the permanent access connection. The permit will also clearly state that the temporary connection will be closed and removed at such time that permanent access becomes available.

Freeway Mainlanes

Freeways are intended to provide a very high degree of mobility. Accordingly, freeway mainlanes provide no direct access to property and access to the freeway mainlanes is provided only at interchanges and ramps. The spacing of interchanges and ramps needs to allow entering and exiting vehicles to weave safely and to provide adequate acceleration/deceleration.

The design of freeways is governed by the *TxDOT Roadway Design Manual*, Chapter 3.

Frontage Roads

Frontage roads are roadways that are constructed generally parallel to a freeway or other highway. Figure 2-2 shows a typical frontage road application. Freeway frontage roads normally have at-grade interchanges with the arterial streets, which are generally perpendicular to the freeway and are grade-separated from the freeway mainlanes. Under fully developed conditions, the at-grade intersections of frontage roads and arterials are typically signalized.

Ramps provide connections between the frontage roads and the freeway. Traffic traveling from an arterial street to the freeway first turns from the arterial onto the frontage road and then travels along the frontage road to a freeway entrance ramp. Traffic traveling from the freeway to an arterial street leaves the freeway by means of an exit ramp that connects to the frontage road and then travels along the frontage road to its intersection with the arterial street.

Direct access to the frontage road is prohibited in the vicinity of ramp connections, as described in the *TxDOT Roadway Design Manual*, Chapter 3.

Other streets may also intersect with frontage roads. By means of these intersections, access is provided between the freeway system and the developments that have access onto these streets.



Figure 2-2. Freeway with Frontage Roads

Frontage roads may be considered in order to provide direct access to abutting property where 1) alternative access is not available and the property would otherwise be landlocked, 2) it is not feasible for the Department to purchase the access, or 3) the frontage road allows for improved mobility together with the property access.

Table 2-1 gives the minimum connection spacing criteria for frontage roads. However, a lesser connection spacing than set forth in this document may be allowed without variance in the situations described in Chapter 2, Section 5.

It should be noted that for areas with conventional diamond ramp patterns, where an exit ramp is just prior to the arterial street, the most critical areas for operations are between the exit ramp and the arterial street and between the arterial street and the entrance ramp. In X-ramp configurations, where the exit ramp is just after the arterial street, the most critical areas are between the exit ramp and the subsequent entrance ramp. While Table 2-1 gives minimum connection spacing criteria, the critical areas with respect to the ramp pattern may need greater spacing requirements for operational, safety, and weaving efficiencies.

The distance between access connections is measured along the edge of the traveled way from the closest edge of pavement of the first access connection to the closest edge of pavement of the second access connection (Refer to Figure 2-1). Additionally, the access connection spacing in the proximity of frontage road U-turn lanes will be measured from the inside edge of the U-turn lane to the closest edge of the first access connection (Refer to Figure 2-3).

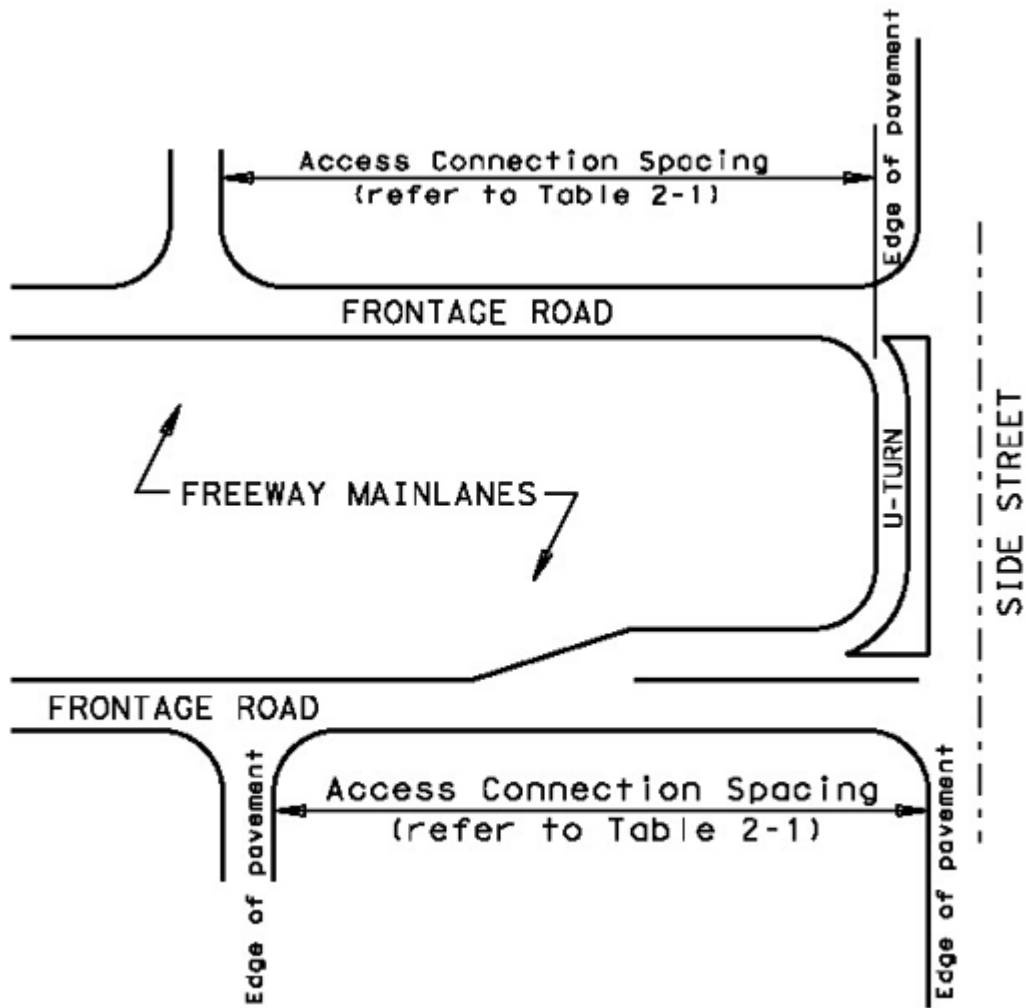


Figure 2-3. Frontage Road U-Turn Spacing Diagram

Table 2-1: Frontage Road Connection Spacing Criteria

Minimum Connection Spacing Criteria for Frontage Roads ⁽¹⁾⁽²⁾		
	Minimum Connection Spacing (feet)	
Posted Speed (mph)	One-Way Frontage Roads	Two-Way Frontage Roads
≤ 30	200	200
35	250	300
40	305	360
45	360	435
≥ 50	425	510

(1) Distances are for passenger cars on level grade. These distances may be adjusted for downgrades and/or significant truck traffic. Where present or projected traffic operations indicate specific needs, consideration may be given to intersection sight distance and operational gap acceptance measurement adjustments.

(2) When these values are not attainable, refer to the variance process as described in Chapter 2, Section 5.

Other State System Highways

This section applies to all state highway system routes that are not new highways on new alignments, freeway mainlanes, or frontage roads.

Table 2-2 provides minimum connection spacing criteria for other state system highways. However, a lesser connection spacing than set forth in this document may be allowed without variance in the situations described in Chapter 2, Section 5.

Table 2-2 does not apply to rural highways outside of metropolitan planning organization boundaries where there is little, if any, potential for development with current ADT volumes below 2000. For those highways, access location and design will be evaluated based on safety and traffic operation considerations. Such considerations may include traffic volumes, posted speed, turning volumes, presence or absence of shoulders, and roadway geometrics.

Table 2-2: Other State Highways Connection Spacing Criteria

Other State Highways Minimum Connection Spacing ⁽¹⁾⁽²⁾⁽³⁾	
Posted Speed (mph)	Distance (ft)
≤ 30	200
35	250
40	305
45	360
≥ 50	425

(1) Distances are for passenger cars on level grade. These distances may be adjusted for downgrades and/or significant truck traffic. Where present or projected traffic operations indicate specific needs, consideration may be given to intersection sight distance and operational gap acceptance measurement adjustments.

(2) When these values are not attainable, refer to the variance process as described in Chapter 2, Section 5.

(3) Access spacing values shown in this table do not apply to rural highways outside of metropolitan planning organization boundaries where there is little, if any, potential for development with current ADT levels below 2000. Access connection spacing below the values shown in this table may be approved based on safety and operational considerations as determined by TxDOT.

Corner clearance refers to the separation of access connections from roadway intersections. Table 2-2 provides minimum corner clearance criteria.

Where adequate access connection spacing cannot be achieved, the permitting authority may allow for a lesser spacing when shared access is established with an abutting property. Where no other alternatives exist, construction of an access connection may be allowed along the property line farthest from the intersection. To provide reasonable access under these conditions but also provide the safest operation, consideration should be given to designing the driveway connection to allow only the right-in turning movement or only the right-in/right out turning movements if feasible.

Auxiliary Lanes

This subsection describes the basic use and functional criteria associated with auxiliary lanes. Auxiliary lanes consist of left-turn and right-turn movements, deceleration, acceleration, and their associated transitions and storage requirements. Left-turn movements may pose challenges at driveways and street intersections. They may increase conflicts, delays, and crashes and often complicate traffic signal timing. These problems are especially acute at major highway intersections

where heavy left-turn movements take place, but also occur where left-turn movements enter or leave driveways serving adjacent land development. As with left-turn movements, right-turn movements pose problems at both driveways and street intersections. Right-turn movements increase conflicts, delays, and crashes, particularly where a speed differential of 10 mph or more exists between the speed of through traffic and the vehicles that are turning right.

Table 2-3 presents thresholds for auxiliary lanes. These thresholds represent examples of where left turn and right turn lanes should be considered. Refer to the TxDOT *Roadway Design Manual*, Chapter 3, for proper acceleration and deceleration lengths.

Table 2-3: Auxiliary Lane Thresholds

Median Type	Left Turn to or from Property		Right Turn to or from Property ⁽⁵⁾	
	Acceleration	Deceleration	Acceleration	Deceleration
Non-Traversable (Raised Median)	(2)	All	Right turn egress > 200 vph (4)	<ul style="list-style-type: none"> ◆ > 45 mph where right turn volume is > 50 vph (3) ◆ ≤ 45 where right turn volume is > 60 vph (3)
Traversable (Undivided Road)	(2)	(1)	Same as above	Same as Above

(1) Refer to Table 3-11, TxDOT *Roadway Design Manual*, for alternative left-turn-bay operational considerations.

(2) A left-turn acceleration lane may be required if it would provide a benefit to the safety and operation of the roadway. A left-turn acceleration lane would interfere with the left-turn ingress movements to any other access connection.

(3) Additional right-turn considerations:

- ◆ Conditions for providing an exclusive right-turn lane when the right-turn traffic volume projections are less than indicated in Table 2-3:
 - High crash experience
 - Heavier than normal peak flow movements on the main roadway
 - Large volume of truck traffic
 - Highways where sight distance is limited
- ◆ Conditions for NOT requiring a right-turn lane where right-turn volumes are more than indicated in Table 2-3:
 - Dense or built-out corridor where space is limited
 - Where queues of stopped vehicles would block the access to the right turn lane
 - Where sufficient length of property width is not available for the appropriate design

(4) The acceleration lane should not interfere with any downstream access connection.

- ◆ The distance from the end of the acceleration lane taper to the next unsignalized downstream access connection should be equal to or greater than the distances found in Table 2-2.
- ◆ Additionally, if the next access connection is signalized, the distance from the end of the acceleration lane taper to the back of the 90th percentile queue should be greater than or equal to the distances found Table 2-2.

(5) Continuous right-turn lanes can provide mobility benefits both for through movements and for the turning vehicles.^a Access connections within a continuous right turn lane should meet the spacing requirements found in Table 2-2. However, when combined with crossing left in movements, a continuous right-turn lane can introduce additional operational conflicts.

- a. Florida Department of Transportation (FDOT), Florida's Driveway Handbook, 2002.

Emergency Access

Direct emergency access (to be used by authorized emergency vehicles only) may be permitted if it is not feasible to provide adequate emergency access to a secondary roadway. A written explanation with references to local criteria from an appropriate government public safety official will be included with the permit application.

Field Driveways

Field driveways will be permitted where, in the determination of TxDOT, the field has no other reasonable access. Typically, one field driveway to a property under the same ownership or controlling interest may be granted; additional field driveways may be permitted if the necessity for such additional access (due to topography or ongoing agriculture activities) is demonstrated. Field driveways will be kept to the minimum necessary in order to provide reasonable access. A permit for a field driveway will state the conditions as to its use by agricultural equipment only. A change in the use of the property may require a reevaluation of the access permit as determined by the Department or municipality that has been granted access connection location permit authority.

Section 4 — Driveway Permits, Design, and Materials

Overview

Physical obstructions and influence on traffic caused by the presence and use of access driveways to property along the highways make it necessary that they be controlled for the safe movement of normal highway traffic. This section describes the Department's criteria for the construction and maintenance of private, public, and commercial driveways. The purpose is to accomplish a coordinated development between the highway and the abutting property which it serves. It is essential that entrances or exits of adequate design be provided for abutting properties, especially commercial properties, in order that ingress and egress may be made as safe as possible to the traveling public, and to those who patronize the roadside commercial establishments.

Permits

To obtain a permit to construct a driveway or to revise any existing driveway, the applicant should contact the local District TxDOT office. The applicant shall complete and submit to TxDOT a Form 1058, *Permit to Construct Access Driveway Facilities on Highway Right of Way*, which must include a description of the proposed work, the applicant's name, mailing address, telephone number and location of the proposed driveway. Applications for permits shall be made by the property owner or their authorized representative, who shall represent all parties in interest. Applications for permits shall be made only for the bona fide purpose of securing or changing access to the owner's property, but not for the purpose of parking or servicing vehicles on state highway rights of way.

No construction work on the driveway shall be undertaken on the right of way until a fully executed driveway permit has been received by the applicant and the applicant has given 24-hour notification to TxDOT.

A driveway must be constructed in accordance with a fully executed driveway permit and all applicable regulations. A TxDOT inspector will review the driveway construction to determine if it is acceptable or if modifications are needed. A driveway will be considered an authorized permitted driveway installation only after construction has been completed and the construction has been determined to be satisfactory to TxDOT.

Where a local public agency has been granted access driveway permitting authority to state highways, the granting of permit authority does not preclude the need for properly engineering access driveways. Any impacts to drainage on the state highway system resulting from installation of access driveways must be coordinated with and approved by TxDOT prior to any local approval. Consideration also needs to be given to driveway geometrics, utility location or relocation, environmental requirements, wetlands considerations (if appropriate) and the need to follow all applicable

state and federal laws, rules and regulations, including compliance with the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and the Texas Accessibility Standards (TAS).

Driveway Design

All parts of entrances and exits on highway right of way, including the radii, shall be confined within the permittee's property frontage. Frontage is that portion of the right of way lying between two most distant possible lines drawn perpendicularly from the centerline of the highway to the permittee's abutting property line.

When the permittees of two or more adjoining properties agree to combine their property frontage for a shared access driveway, the combination would be encouraged and authorized under the applicable regulations. The frontage will then be the portion of the right of way lying between the two most distant possible lines of the combined frontage drawn perpendicularly from the centerline of the highway to the permittees' abutting property lines.

At any intersection of a state highway with another highway, road, or street where the existing right of way is flared or widened to allow for additional sight distance, no access driveway will be permitted within the flared or widened right of way section.

Fixed objects will not be allowed in the highway right of way.

The angle of the driveway from the highway pavement shall be 75 to 90 degrees, except that one-way 45 to 90 degree angle driveways will be permitted for connections to one-way frontage roads or lane divided highways.

All driveway construction shall comply with the Americans with Disabilities Act Accessibility Guidelines and Texas Accessibility Standards requirements and standards. The applicant shall provide appropriate access as determined by TxDOT regardless of the presence of adjacent sidewalks.

The width of a private residential driveway shall not exceed 24 feet measured at right angles to the centerline of the driveway, except as increased by permissible radii. The radius connecting the driveway to the highway pavement shall not be less than 15 feet.

A typical design for a private farm/ranch driveway should provide a 25-foot return radii and a 20-foot throat width. The distance from the edge of the highway pavement to a gate must be sufficient to store the longest vehicle, or combination of vehicles anticipated for use of the property. At a minimum, this distance should accommodate a pickup truck with trailer.

The width of a commercial driveway and the radius of curvature connecting the driveway to highway pavement may vary in size depending on traffic and location and should be selected in accordance with Appendix C of the Roadway Design Manual.

A divided commercial driveway having a one-way in and a one-way out, must provide for a raised separation (4-inch height) between the entry and exit lanes. The separation area may be landscaped or may contain a surface material having a contrasting color to the driveway pavement that will be highly visible to motorists. An excessively wide raised separator may be confusing to motorists and may appear to be two closely spaced two-way driveways. To avoid this problem, the maximum allowable width of a raised separator in a divided driveway is 15 feet. Exceptions to the raised separation requirements must be approved by TxDOT.

Drainage

Drainage in highway side ditches shall not be altered or impeded. When drainage structures are required, the size and other design features shall be approved by TxDOT.

Access driveways shall be constructed to match the grade of the highway pavement edge or the shoulder edge if a shoulder is present. The driveway shall be designed and constructed in such a manner as to not impede the flow of water away from the highway pavement.

If the driveway is approved to be constructed at grade through the roadside ditch or natural grade of the roadside, the driveway shall be paved with a stabilized all weather surface material acceptable to TxDOT to conform to the cross section shape of the ditch or other natural grade of the roadside to form a stable driveway. An exception to using stabilized new surface may be approved by TxDOT if the roadside or ditch is naturally stabilized with rock which may be driven on without eroding or rutting in all types of weather.

Safety end treatments will be used for all driveways with drainage structures constructed within the highway right of way. The side slopes of the driveways must not be greater than the slope of the required safety end treatment and shall match the slope of the safety end treatment at the junction of the two. Approved safety end treatments may be found at standard CAD drawing under Bridge Standards for Safety End Treatments. The most frequently used standard is 'Parallel Drainage for 12"-72" Diameter.' These can be found under [Bridge Standards \(English\)](#), Safety End Treatments. The design requirements of the safety end treatments are as follows:

- ◆ There shall be no culvert headwalls or similar vertical ends.
- ◆ Ends shall be sloped at 6:1 (6 horizontal to 1 vertical) or flatter, with concrete riprap to prevent erosion and to protect the pipe end.
- ◆ The access driveway embankment slope shall be 6:1 maximum, with 8:1 preferred beginning at the edge of the driveway pavement.
- ◆ For pipes greater than 30 inches in diameter or multiple pipes with individual diameters greater than 24 inches, grates shall be provided with maximum slope of 6:1 or a preferred slope of 8:1. Cross-pipes are not required on small (single pipes having a diameter of 30 inches or less) structures regardless of end location with respect to the horizontal clearance requirements;

however, the ends of small structures shall be sloped and provided with concrete riprap as described above.

A ditch within the highway right of way may be filled in with dirt or other approved material, provided that prior TxDOT approval is obtained and the following conditions are met:

- ◆ The property along the right-of-way frontage has two or more permitted driveways that are in compliance with the "Number, Location and Spacing of Access Connections" requirements described in Section 3 of this chapter.
- ◆ Surface drainage shall be provided so that all surface water on the filled-in area shall be carried away from the highway roadbed in a suitable manner.
- ◆ The design of a drainage structure underneath the filled-in area shall be adequate to carry the flow of water in the highway ditches.
- ◆ The filled-in area shall be sufficiently delineated and, where required by TxDOT, delineation or other satisfactory methods shall be used to prevent the use of the area for parking or travel. The area shall be kept free of obstructions.
- ◆ The filled-in area shall extend from the right-of-way line to the edge of pavement, edge of shoulder or back of curb as the case may be. Other requirements may be imposed by TxDOT for filled-in areas in order to conform with planned future improvements to the existing highway section.
- ◆ The filled-in area and safety end treatment on the drainage structure may not extend beyond the boundary line of the permittee's property without written consent of the adjoining property owner whose property will contain the extension.

Materials

The permittee shall furnish all materials necessary for the construction of the access driveways and all appurtenances authorized by the permit. All materials shall be of satisfactory quality and shall be subject to inspection and approval by TxDOT. Access driveways shall be paved with a stabilized all weather surface material acceptable to TxDOT to prevent tracking mud onto the highway and to prevent damage to the edge of the roadway from vehicles using the driveway.

Section 5 — Variance Process

A variance to any requirement contained in this chapter may be requested by a property owner or permittee. Variance requests shall be submitted to the proper TxDOT District office for a decision by the District Engineer, or his or her designee, in accordance with 43 Texas Administrative Code, Chapter 11, Subchapter C Access Connections To State Highways, Section 11.52 Access Connection Facilities. If the variance is denied by TxDOT, reference can be made to the appeal process in Chapter 3, Section 5, of this manual.

A spacing that is shorter than the minimum allowable, as set forth in this chapter, is considered a variance to the access criteria. However, a lesser connection spacing than set forth in this chapter may be allowed as a permissible deviation without resort to the variance process in the following situations:

- ◆ To keep from land-locking a property where such land-locking is solely the result of action by TxDOT (for example, design and construction modifications which physically prevent a driveway installation due to grade changes, retaining walls, or barrier installations) where TxDOT does not control the access; or
- ◆ Replacement or re-establishment of reasonable access to the state highway system under highway reconstruction/rehabilitation projects.

The above references to land-locking do not apply to circumstances where an existing larger tract of land is subsequently further subdivided (and the subdivided lots sold to separate owners) and the original tract of land either already has an existing permitted access connection point, or would qualify for such an access connection point based upon the spacing requirements of this chapter. Potential land-locking caused by subdivision and resale is the result of such subdivision process and will not alone justify a variance in the spacing requirements contained in this chapter. Therefore, as part of the subdividing process, the party proposing the subdivision (and the municipality approving such subdivisions) should require and provide some type of internal access easements to the existing access connection points (or to such access connection point locations that qualify for future permits based on this chapter's spacing requirements).

When a variance to an access criteria is approved, the permit will include conditions such as the maximum permitted traffic volume to ingress and egress the property or other conditions with respect to granting the variance. Violation of the conditions under which the variance was granted may require reevaluation of the access permit, particularly if safety or crash records indicate deteriorated traffic safety on the abutting state highway.

The TxDOT variance process applies except within the jurisdiction of municipalities that have access connection location permit authority. For those situations, refer to the deviation procedures outlined in Chapter 3, Section 1. While the municipality will approve/disapprove individual deviations or variances to the local access management plans or guidelines, the deviation or variance

shall be coordinated with TxDOT prior to resolution of the deviation or variance request to evaluate impacts to the state highway system.

Chapter 3 — Administrative Procedures

Contents:

[Section 1 — Approval Process for Local Guidelines](#)

[Section 2 — Corridor Access Management Plans](#)

[Section 3 — Engineering Analysis](#)

[Section 4 — Sale of TxDOT Controlled Access](#)

[Section 5 — Appeal Process](#)

Section 1 — Approval Process for Local Guidelines

Overview

Municipalities, upon request, may use their own access management guidelines to determine appropriate access connection locations. Local access management guidelines will then apply to all or part, as stated in the guidelines, of the state highway system within that municipal jurisdiction, except where the Department controls the access. The local access management guidelines or plans should be based on sound engineering practices and accepted access management principles. There are two approaches for municipalities to apply their local access management plans or guidelines to state highways within that municipal jurisdiction.

Application Local Access Management Plans (TxDOT as Permitting Authority)

TxDOT will apply a local access management plan when the municipality provides in writing its local access management plan to the local TxDOT district office with an indication of its desire that the plan be applied within its jurisdiction and an implementation date. TxDOT will implement any subsequent changes to the local access management plan when the municipality submits the changes to TxDOT with a proposed implementation date for the changes. The approval of the design and engineering of the access location will be handled by TxDOT. TxDOT will issue the access location permits.

Application Local Access Management Plans (Municipality as Permitting Authority)

A municipality that desires to undertake the access permitting process on highways on the state highway system within their jurisdiction shall submit in writing its proposed permitting procedures and an implementation date to TxDOT. If TxDOT determines that the proposed procedures adequately address the engineering and design of access locations as described in this manual in Chapter 3, Section 1, Engineering Access Locations, TxDOT will transfer to the municipality the access permitting function within the municipality's jurisdiction. The municipality will then issue the access permits.

The municipality shall submit to the Department a copy of each approved access permit on the state highway system within ten working days of its approval and prior to initiation of any access construction on the state highway system. The contractor installing the access connection shall have a copy of the permit at the site.

A municipality may also choose to adopt the Department's guidelines as their own and retain access connection location permit authority. Access location permit authority may be transferred to the municipality by letter from the TxDOT District Engineer and then, at the next opportunity, incorporated into the municipal maintenance agreement between TxDOT and the participating authority.

For example, if a city actively applies its subdivision regulations within its extraterritorial jurisdiction (ETJ), the municipal maintenance agreement may also extend the municipality's access permitting authority to the ETJ rather than the corporate limits.

Assumption of Permitting Function Optional

Municipalities are not required to take over the access permitting function for state highways within their jurisdictions.

Engineering Access Locations

Granting location permit authority to municipalities does not preclude the need to properly engineer access locations. Any impacts to drainage or hydraulics on highways on the state highway system resulting from access connections must be coordinated with TxDOT prior to any local access approval. Issuance of access permits must address driveway geometrics, utility location/relocation, compliance with the Americans with Disabilities Act (ADA) and Texas Accessibility Standards (TAS), environmental requirements, wetland considerations if appropriate, and all other applicable state and federal laws, rules, and regulations.

Deviation Process (Municipality as Permitting Authority)

Any deviation or variance from the municipality's access criteria shall be handled by the appropriate local appeals procedure (which shall be determined by the municipality). While the municipality will approve/disapprove individual deviations or variances to the local access management plans or guidelines, the deviation or variance must be coordinated with TxDOT prior to resolution of the deviation or variance request to evaluate impacts to the state highway system.

Submission of Local Access Management Plans

Once the TxDOT District has transferred to the municipality the access permitting function within the municipal jurisdiction, a copy of the local access management plan and implementation date will be sent to the Design Division for record purposes. Also, when TxDOT will be the permitting authority and apply a local access management plan within a municipal jurisdiction, a copy of that local access management plan and implementation date will be sent to the Design Division.

Subsequent changes or updates to local access management plans and new implementation dates will be sent to the Design Division for record purposes.

The Design Division can be consulted on local access management plan development or implementation at the TxDOT District's request.

Section 2 — Corridor Access Management Plans

Overview

Any municipality or Metropolitan Planning Organization may, in cooperation with TxDOT, develop an access management plan for a specified state highway segment for the purposes of preserving or enhancing that highway's safe and efficient operation. Once adopted by the affected agencies, such plans will form the basis for all future access connection locations. Priority in developing corridor access management plans should be placed on those facilities with high traffic volumes or those that provide important statewide or regional connectivity and mobility, such as hurricane evacuation routes, relief routes, and NAFTA corridors.

Functional Criteria

The corridor access management plan will provide comprehensive area-wide traffic and mobility solutions, while providing reasonable access to abutting property. Each plan should include a combination of policy, design, and improvement actions aimed at achieving access management objectives. These plans should emphasize the host of access management techniques: shared access, cross access, internal street circulation, properly spaced collector system, proper driveway design, and median design techniques.

The corridor access management plan may include the following elements:

- ◆ Existing and future access locations,
- ◆ All major access-related roadway design elements,
- ◆ Lots or parcels currently having frontage on the highway segment,
- ◆ Pedestrian and bicycle amenities and associated safety implication,
- ◆ Transit facility considerations; and
- ◆ All supporting technical materials, if applicable.

TxDOT and any local government within the plan area should be parties to the plan, which will then be adopted by agreement among the agencies. After an access management plan is in effect, all action taken in regard to access will be in conformance with the plan and any modifications to the plan must be approved by the affected local governments and TxDOT.

Section 3 — Engineering Analysis

Overview

Engineering studies or analyses can be used to assist in the evaluation of future access connections to the state highway system. In many cases, such as low volume or rural access connections, an engineering study will not be needed. For locations where TxDOT is the permitting authority, the need for an engineering study, and the level of detail, will be determined by TxDOT. In the case of a dispute resolution, the Design Division can request an engineering study and specify the level of study detail.

The purpose of an engineering study is to determine the safety, mobility, and operational impacts that the access connection will have on the highway system. While not applicable to TxDOT, municipalities may require that such studies also determine the compatibility between the proposed land use and the transportation network.

Early Coordination

As early as possible in the development process, applicants are encouraged to meet with the local TxDOT district staff, and the municipality if applicable, to discuss specific requirements associated with obtaining access to the state highway system. This meeting, in addition to bringing all affected parties together regarding access connection issues, will also help to define the requirements of any needed engineering study.

Concurrence with Local Guidelines

If the proposed development is within a jurisdictional boundary and the municipality has engineering study or traffic impact analysis guidelines in place, then the applicant is required to adhere to the municipality's guidelines.

Questions to Consider

When determining the need for and level of detail of an engineering study, the following questions should be considered:

- ◆ Do the proposed driveway(s) meet the minimum spacing requirements per Tables 2-1 and 2-2 (or local requirements, as applicable)?
- ◆ Will the proposed driveway(s) require a deceleration or acceleration lane? If so, refer to the TxDOT Roadway Design Manual for lengths and other design criteria.
- ◆ Are there any sight distance or physical obstructions that will result in a safety problem?

- ◆ Are there any environmental or hydraulic issues associated with the proposed driveway(s)?

The responses to the above list of questions will assist in determining the level of detail required in an engineering study.

If necessary, specifics regarding needed level of study, time of day analysis, phasing of development, and project area can be defined and agreed upon at the initial coordination meeting.

Additional information and analysis may be required if the access connection cannot meet the minimum spacing requirements, or there is an operational or safety impact.

Engineering Study versus Traffic Impact Analysis (TIA)

A Traffic Impact Analysis (TIA), the requirements of which are described below, may be required when a permit for an access connection or the sale of TxDOT controlled access is requested. The following section outlines the purpose and requirements of an engineering study and a TIA.

In nearly all other cases where the access requirements set forth herein are satisfied, a TIA will not be required. Typically, the impacts of an access point along a state facility can be ascertained by means of an engineering study that indicates the forecasted turning movements at the proposed access connections. The forecasted turning movements, used in conjunction with the TxDOT Roadway Design Manual, will determine the need for and the required length of left-turn and/or right-turn deceleration lanes.

Requirements for Engineering Studies and TIAs

The intent of this section of the Access Management Manual is to identify the possible criteria for engineering studies and TIAs. It is by no means meant to minimize the need for the applicant to meet with the local TxDOT district staff to determine the study's requirements. It is the intent of TxDOT to require only those elements of an engineering study or TIA that are necessary to answer the specific questions that arise during the permitting process for specific access points. It is not the intent of TxDOT to require an exhaustive TIA for every application for a driveway permit on a state roadway. The early coordination meeting, as discussed above, will be the mechanism to identify whether or not an engineering study or TIA is necessary and, if so, the level of detail that will be required.

Engineering Study. Should an engineering study be required, it may include the following elements: trip generation, trip distribution, and traffic assignment at the proposed access points. Additionally, the engineering study may require that existing traffic volume data be collected.

The trip generation will be conducted using the latest edition of the Institute of Transportation Engineers Trip Generation manual unless there is acceptable data that supports the use of another trip generation source. Trip distribution will be performed with input from the local TxDOT district staff (and the municipality, if applicable). The traffic assignment will be conducted to determine the forecasted turning movements attributable to the proposed development. The existing traffic counts

will be grown using an annual growth rate as agreed to by the local TxDOT district staff (and the municipality, if applicable) to the build-out year of the proposed development. As an example, if the proposed development will take two years to construct and occupy, the existing traffic volumes will be grown by the agreed upon growth factor for two years. The resulting traffic volumes will be used as background traffic volumes, and the assigned forecasted turning movements will be added to the background traffic volumes resulting in the total traffic volumes.

The total traffic volumes will be used to determine the need for left-turn and right-turn lanes. If such lanes are needed, refer to the TxDOT Roadway Design Manual to determine their lengths and other design criteria.

TIA. In the rare instances where a TIA is required by TxDOT, it may include the above mentioned elements as well as the same type of data for intersections adjacent to the proposed site (specific study limits to be defined by TxDOT). Additionally, the TIA may require operational analyses (including LOS and capacity analyses) for the study intersections as determined during the initial meeting between the applicant and the local TxDOT district staff. Furthermore, the applicant's TIA should include recommendations for mitigation measures should the impact of the proposed access point(s) on the state highway system result in unacceptable levels of service.

Examples of Levels of Engineering Studies

This section presents examples of scenarios under which an engineering study or TIA would likely be required by TxDOT and the level of detail that would be needed to address the issues associated with the requested access connection. These scenarios are for illustration purposes only and should not be used as thresholds for study level requirements.

The first scenario involves a request that meets the driveway spacing criteria, but is a major development that consists of more than 200,000 square feet of retail development along with associated pad-type developments. Even though the driveway spacing criteria (as defined herein) have been met, it is important for TxDOT to understand the impacts that this large development will have on the adjacent roadway network and the intersections adjacent to the site. The parameters of the engineering study or TIA would be defined by TxDOT based upon the characteristics of the existing traffic, the major intersections relative to the site access, and other operational or safety concerns. Additionally, the engineering study or TIA would likely examine multiple phases of development, assuming that the entire site will not be developed at one time. The phased study or TIA would enable TxDOT to determine the necessary mitigation measures for each phase of development and the specific improvements that should be in place to accommodate the development's traffic. As stated previously, the intent of a TxDOT required engineering study or TIA is not to determine the compatibility of the land use with the surrounding area, but rather to determine the impact of the development and its associated traffic volumes on the state roadway.

The second scenario involves the application for a driveway for a small development such as a single residential unit, single retail unit, or similar land use. The driveway spacing requirements set

forth herein are satisfied by the applicant. The existing traffic volumes along the state roadway are relatively low. Neither an engineering study nor TIA would be required in this scenario.

A third scenario would be the application for a driveway for a moderate-sized development that meets the spacing criteria outlined herein, but that raises questions about the proper length of a right-turn deceleration lane as well as the need for a left-turn lane. The local TxDOT district staff may require an engineering study to examine the issues at hand. The applicant would need to provide forecasted turning movement volumes at the subject driveway location as well as background traffic volumes that will also pass through the intersection. These forecasted volumes, along with the state roadway's design speed, can then be used in conjunction with the TxDOT Roadway Design Manual to determine if a right-turn deceleration lane and/or left-turn lane is needed. If it is determined that a left-turn lane is necessary, an operational analysis can be performed by the applicant to determine the appropriate length of the left-turn lane.

The fourth scenario involves an application for a driveway that does not meet the spacing requirements set forth herein. If necessary, TxDOT may request an engineering study or TIA to determine the operational impacts of the proposed driveway on the existing state roadway and adjacent driveways or intersections. The level of detail of this study or TIA will be dependent upon the intensity of the traffic expected to be generated by the planned development. The study may include trip generation, distribution and assignment, but may also include operational analyses at the proposed driveway and the adjacent intersections and driveways. Further analyses may be necessary to determine the operational and safety impacts of the sub-standard spacing on the overall roadway system.

Section 4 — Sale of TxDOT Controlled Access

In locations where TxDOT controls the access along the state highway, a request to purchase the access must first be submitted to the local TxDOT district office and then sent to the TxDOT Administration through the Design Division. If the Administration concurs with the purchase request, then the Commission will consider the sale of the access. It is important to understand that access is an interest in real property and cannot be sold without Commission approval.

While the data will vary based on the individual request or location, information required for submission of a request to sell TxDOT controlled access may include:

- ◆ District, county, city, highway, location, and right of way points of proposed access breaks,
- ◆ Dated chronology of correspondence, meetings, or discussion concerning the access request,
- ◆ Participants in the request process, including city, county, developers, consultants, legal counsel, etc.,
- ◆ Any local funding contributions (amount or percentages),
- ◆ Highway layout showing the proposed access site and the upstream/downstream roadway system and associated access (including roadway/driveway geometrics if applicable to resolution),
- ◆ Future development (both of the roadway and adjacent property),
- ◆ Present and future traffic volumes, including turning movements, at intersections and access points within the logical termini,
- ◆ Any engineering studies or traffic modeling that have been completed,
- ◆ Unified Transportation Program (UTP) status,
- ◆ Environmental status,
- ◆ Right of Way (ROW) status; and
- ◆ District discussion/comments on present and future impacts to the state highway system.

Refer to Chapter 3, Section 3 for engineering study and/or Traffic Impact Analysis (TIA) discussion.

Section 5 — Appeal Process

Appeal Process (TxDOT as Permitting Authority)

It is preferable that access requests to the state highway system and other issues related to an access connection be resolved at the District level. However, a dispute over a request for an access permit to the state highway system, a requirement for a change or repair of an existing access connection, the denial of a request for a variance, or a finding of significant impact and threat to public safety may be elevated through the appeal process first to the Design Division, then to the Executive Director, and ultimately to a Board of Variance appointed by the Executive Director, all in accordance with 43 Texas Administrative Code, Chapter 11, Subchapter C Access Connections To State Highways, Section 11.55 Appeal Process.

The District should act on a request for a permit or other property owner request related to an access connection no later than 60 days after the date the request is submitted to the District. When an access connection request has been denied by the District, the appeal, if requested, must be submitted to the Director of the Design Division. The petition of appeal must be in writing, completely and succinctly state the grounds for appeal and its factual basis, and include sufficient factual documentation, such as drawings, surveys, or photographs, to establish the merits of the appeal.

In the case where a municipality has access permitting authority, the permit requestor cannot appeal a denial of access to the Department as described above.

Data Requirements for an Appeal to Design Division

If a property owner or its representative appeals a District decision on an access related issue, the District must promptly provide its position on the issue and sufficient background information to the Design Division. While the data will vary based on the individual request or location, the District's submission of appeal information should include:

1. District, county, city, highway, and location,
2. Dated chronology of correspondence, meetings, or discussion concerning the access request,
3. Participants in the request process, including city, county, developers, consultants, legal counsel, etc.,
4. Status of municipal platting/zoning requests and any city council actions or resolutions,
5. Highway layout showing the requested access site and the upstream/downstream roadway system and associated access (including roadway/driveway geometrics if applicable to resolution),
6. TIA as indicated in Chapter 3, Section 3,

7. The requestor's proposed access solution,
8. The District's proposed access solution; and,
9. District discussion/comments with respect to the access request.

The TxDOT appeal process will determine final resolution of the access request and whether or not the District is to issue the access permit. Once the appeal process is completed for an access request, no additional appeal or dispute resolution will be granted.

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

RESOLUTION NO. 13-___

**AMENDING THE POLICY CODE TO ADOPT PROCEDURES AND STANDARDS
CONCERNING DIRECT ACCESS FROM ABUTTING PROPERTIES
TO MOBILITY AUTHORITY FRONTAGE ROADS.**

WHEREAS, by Resolution No. 12-016 adopted February 29, 2012, the Board of Directors adopted the Mobility Authority Policy Code (“Policy Code”); and

WHEREAS, the Policy Code adopted February 29, 2012, was a non-substantive codification of all policy resolutions adopted by the Board of Directors since 2003.

WHEREAS, the Executive Director recommends that the Board of Directors amend the Policy Code to adopt by reference and incorporation into the Policy Code the *Access Management Manual* promulgated by the Texas Department of Transportation, with certain specific exceptions, as set forth in Exhibit 1 to this resolution.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby amends the Policy Code to repeal Article 3 (Frontage Road Access), Chapter 3 (Operations) of the Policy Code, and substitute in its entirety a new Article 3 (Access Management Standards), Chapter 3 (Operations), as set forth in Exhibit 1.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 22nd day of May, 2013.

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: 13-___
Date Passed: 5/22/2013

EXHIBIT 1 TO RESOLUTION NO. 13-

Article 3 (Frontage Road Access), Chapter 3 (Operations) of the Policy Code is repealed in its entirety and a new Article 3 (Access Management Standards), Chapter 3 (Operations) of the Policy Code is adopted to read as follows on the following two pages:

Article 3. ACCESS MANAGEMENT STANDARDS

301.040 Application and Permit Required

- (a) This article establishes standards and policies to manage access to authority roadways from abutting property.
- (b) Before constructing an access connection that connects to an authority roadway, a property owner with a right to establish the access connection must file an application with the authority and receive a direct access permit from the authority in accordance with this article and other applicable law.

301.041 Criteria for Approval of an Access Connection

- (a) Unless otherwise specifically provided by this article, an access connection to an authority roadway shall comply with the all criteria and standards established for a frontage road by the *Access Management Manual* adopted by the Texas Department of Transportation, as that manual is in effect on the date the application for the permit is filed with the authority.
- (b) A decision under the TxDOT *Access Management Manual* that may be made by a TxDOT employee at the district engineer level or below may under this article be made on behalf of the authority by the executive director or his or her designee.
- (c) The executive director may promulgate and adopt application or other forms necessary or desirable to facilitate the review and decision on a direct access permit required by this article.

301.042 Prohibited Direct Access

Direct access to an authority frontage road is prohibited in the vicinity of existing ramp connections to mainlane roadways, as detailed by a defined “control of access” area illustrated on official right-of-way maps for the authority roadway on file with the authority.

301.043 Costs of Associated Infrastructure Improvements

- (a) If the executive director determines a proposed access connection may reasonably cause safety or operational problems on the frontage road, including a reduction in the capacity of through lanes on the frontage road, as a condition of approval for a direct access permit the executive director may require the applicant to bear all or a portion of the costs of providing infrastructure improvements necessary to resolve or mitigate the safety or operational problems.
- (b) The executive director may negotiate and execute a development agreement and associated agreements with an applicant to implement requirements under subsection (b). Board approval of an

agreement under this subsection is required if the authority will pay more than \$50,000 in costs that are not reimbursed by the applicant.

301.044 **Appeal**

(a) An applicant may appeal a decision of the executive director to the Board in accordance with the appeal rights and procedures set out the *TxDOT Access Management Manual*, as modified by this section. The board shall exercise the power of the TxDOT Design Division to hear and decide an appeal under the *TxDOT Access Management Manual*.

(b) An applicant must file a written notice of appeal with the executive director no later than 15 days after the date the applicant receives written notice of the decision being appealed.

(c) The executive director shall schedule the appeal for a hearing by the board no sooner than seven days and no later than 45 days after the date the notice of appeal is received.

(d) The decision by the board on an appeal is final.



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #10 SUMMARY

Approve an amended agreement with Stantec Consulting Services Inc. to provide additional traffic and revenue support services for existing and proposed Mobility Authority projects

Strategic Plan Relevance: Regional Mobility

Department: Finance

Associated Costs: up to \$250,000

Funding Source: Operating Fund or General Fund

Board Action Required: Yes

Description of Matter:

This proposed revision will authorize additional work by Stantec for traffic and revenue studies and related work associated with annual bond covenant compliance, as well as special project work that may arise as the Mobility Authority proceeds with proposed projects.

Attached documentation for reference:

Draft Resolution

Draft Agreement

Contact for further information:

Bill Chapman, Chief Financial Officer

Cindy Demers, Controller

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

RESOLUTION NO. 13-__

APPROVING AN AMENDED AGREEMENT WITH STANTEC CONSULTING SERVICES INC. TO PROVIDE ADDITIONAL TRAFFIC AND REVENUE SUPPORT SERVICES FOR EXISTING AND PROPOSED MOBILITY AUTHORITY PROJECTS.

WHEREAS, by Resolution No. 07-62, dated October 3, 2007, the Board of Directors authorized entry into a Traffic and Revenue Engineering Services Agreement (the "Agreement") with Stantec Consulting Services, Inc. ("Stantec") for the provision of certain traffic and revenue engineering work for the Mobility Authority; and

WHEREAS, by Resolution No. 11-62, dated May 25, 2011, the Board of Directors authorized an amendment to the Agreement to extend the term of the Agreement to March 1, 2014, and to expand the authorized scope of work and associated compensation as set forth in that resolution; and

WHEREAS, by Resolution No. 13-031, dated April 24, 2013, the Board of Directors authorized traffic and revenue engineering work and studies from Stantec in connection with 183A, for a proposed cost of \$150,803; and

WHEREAS, additional ongoing traffic and revenue engineering work and studies are needed for existing and proposed Mobility Authority projects, and the Executive Director recommends using Stantec to provide the services described in Exhibit 1.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors authorizes the Executive Director to negotiate and execute an amendment to the Consulting Agreement with Stantec Consulting Services, Inc., relating to traffic and revenue engineering work and studies for existing and proposed Mobility Authority projects for additional compensation not to exceed \$250,000, consistent with this resolution and the scope and cost of services described in Exhibit 1.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 22nd day of May, 2013.

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: 13-__
Date Passed: 5/22/13

EXHIBIT 1 TO RESOLUTION 13-
STANTEC PROPOSED SCOPE OF WORK
AND COST OF SERVICES

[on the following 2 pages]



Stantec

Stantec Consulting Services Inc.
50 West 23rd Street 8th floor
New York NY 10010
Tel: (212) 366-5600
Fax: (212) 366-5629

May 6, 2013

Mr. William Chapman, Chief Financial Officer
Central Texas Regional Mobility Authority
3300 N. IH-35, Suite 300
Austin, TX 78705

Reference: Traffic and Revenue Support, Additional Services:

Dear Mr. Chapman:

As you requested, we are submitting herewith our proposal to conduct additional ongoing traffic and revenue support services in our role as your traffic consultant for the existing system as well as potential new elements. These services are expected to include such tasks as monitoring the existing system transactions, revenues and toll schedules; conducting sketch or planning level feasibility studies for new system elements or expansion of existing elements; preparing evaluations, studies and opinions as necessary; preparing studies and certificates as required by the Trust Indenture; attending meetings and providing any additional support services you may specify.

Cost of Services

The attached spreadsheet details the cost breakdown for this additional level of effort. The total cost for these services is \$250,000 which includes an allowance for direct expenses and sub consultant fees. As in the base contract we will only invoice for actual expenditures.

Please let us know if you have any questions about the information contained in this extra work proposal. We are happy to provide you with any additional information you may need.

Very truly yours,

William Ihlo, PE
Principal

Tel: (212) 366-5600, ext. 1506
Fax: (212) 366-5629
william.ihlo@stantec.com

Stantec Consulting Traffic & Revenue Services, May 6, 2013

Task Description	Principal	Project Manager	Senior Engineer	Junior Engineer	Total Hours	Total Direct Labor	Total Labor Cost
Traffic & Revenue Support Services	40	230	500	490	1260	\$73,747	\$222,929
Total Hours	40	230	500	490	1260	\$73,747	\$222,929
Labor Rate	\$117.00	\$85.65	\$64.22	\$35.22			
Total Direct Labor	\$4,680	\$19,700	\$32,110	\$17,258			
Multiplier	3.023	3.023	3.023	3.023			
Total Labor Cost	\$14,147	\$59,549	\$97,065	\$52,168			\$222,929
Direct Expenses							\$2,071
Total Stantec Effort							\$225,000
Subconsultants ATG and GRAM							\$25,000
Total All Work							\$250,000



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #11 SUMMARY

Accept the monthly financial reports for April 2013.

Department: Finance

Associated Costs: None

Funding Source: None

Board Action Required: YES

Description of Matter:

Presentation and acceptance of the monthly financial reports for April 2013

Attached documentation for reference:

Draft Resolution

Financial Reports for April 2013.

Contact for further information: Bill Chapman, Chief Financial Officer

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

RESOLUTION NO. 13-___

ACCEPT THE FINANCIAL REPORTS FOR APRIL 2013.

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

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

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

WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements necessary for the month of April 2013, and has caused Financial Reports to be prepared and attached to this resolution as Attachment A.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the Financial Reports for April 2013, attached as Attachment A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 22th day of May, 2013.

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: 13-___
Date Passed: 5/22/2013

Attachment A

Financial Reports for April 2013

Central Texas Regional Mobility Authority

Balance Sheet

As of

April 30, 2013

April 30, 2012

Assets

Current Assets

Cash in Regions Operating Account	304,922		283,882	
Cash In TexSTAR	145,825		14,031	
Regions Payroll Account	103,093		71,213	
Restricted cash/cash equivalents				
Fidelity Government MMA	97,282,895		46,887,485	
Restricted Cash-TexStar	33,503,603		57,384,357	
Overpayment accounts	31,878		28,361	
Total Cash and Cash Equivalents		131,372,216		104,669,329

Accounts Receivable	15,569		15,053	
Due From Employees	1,095		18	
Due From TTA	145,894		615,850	
Due From NTTA	105,558		41,574	
Due From HCTRA	113,300		70,166	
Due From TxDOT	8,050,467		1,843,017	
Due From Federal Government	617,955		608,041	
Interest Receivable	353,723		466,301	
Total Receivables		9,403,561		3,660,020

Short Term Investments

Treasuries	0		4,549,017	
Short Term Investments		134,328,226		205,328,155

Other Current Assets

Prepaid Insurance		38,737		26,083
Total Current Assets		275,167,583		313,683,587

Construction Work In Process

	345,037,286		323,435,059	
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Fixed Assets

Computers(net)	22,430		29,748	
Computer Software(net)	0		272,187	
Furniture and Fixtures(net)	451		12,769	
Equipment(net)	24,633		42,606	
Autos and Trucks(net)	15,521		22,419	
Buildings and Toll Facilities(net)	6,039,410		6,196,999	
Highways and Bridges(net)	274,428,287		173,580,183	
Communication Equipment(net)	800,804		983,246	
Toll Equipment(net)	8,800,363		2,160,536	
Signs(net)	5,953,986		4,978,036	
Land Improvements(net)	3,272,431		1,123,518	
Right of Way	24,800,630		24,683,553	
Leasehold Improvements	7,116		59,922	
Total Fixed Assets		324,166,063		214,145,723

Long Term Investments

GIC (Restricted)		0		0
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Other Assets

Security Deposits		8,644		8,644
Intangible Assets		650		650
Total Bond Issuance Costs		14,740,687		15,271,666

Total Assets

	959,120,913		884,691,241	
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Liabilities

Current Liabilities

Accounts Payable	64,127	2,590,715
Overpayments	33,021	29,208
Interest Payable	14,426,910	14,874,876
Due to other Funds	171,248	0
TCDRS Payable	33,723	32,056
Medical Reimbursement Payable	(63.86)	63
Due to other Entities	234,189.39	3,571
Other	0	17,178
Total Current Liabilities	14,963,153	17,547,666

Long Term Liabilities

Accrued Vac & Sick Leave Paybl	189,089	413,815
Senior Lien Revenue Bonds 2005	170,404,728	171,678,662
Senior Lien Revenue Bonds 2010	104,115,352	99,524,562
Senior Lien Revenue Bonds 2011	307,143,776	306,463,541
Sn Lien Rev Bnd Prem/Disc 2005	4,533,310	4,655,396
Sn Lien Rev Bnd Prem/Disc 2010	138,242	174,680
Tot Sr Lien Rev Bond Pay Pre/D	925,367	862,516
Subordinated Lien Bond 2010	45,000,000	45,000,000
Subordinated Lien Bond 2011	70,000,000	70,000,000
Sub Lien Bond 2011 Prem/Disc	(2,001,333)	(2,091,149)
TIFIA note 2008	77,506,077	77,526,562
2011 Regions Draw Down Note	1,172,378	400,000
Total Long Term Liabilities	774,455,434	769,778,508
Total Liabilities	789,418,587	787,326,174

Net Assets Section

Contributed Capital	18,334,846	18,334,846
Net Assets beginning	93,597,898	61,913,602
Current Year Operations	57,769,581	17,116,619
Total Net Assets	151,367,480	79,030,221
Total Liabilities and Net Assets	959,120,913	884,691,241

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2013	Actual Year to Date 4/30/2013	Percent of Budget	Actual Prior Year to Date 4/29/2012
Revenue				
Operating Revenue				
Toll Revenue-TxTag-Manor	574,358	626,242	109.03%	-
Toll Revenue-TxTag-183A	23,317,359	17,769,873	76.21%	11,961,454
Toll Revenue-HCTRA-183A	741,110	810,523	109.37%	523,658
Toll Revenue-HCTRA-Manor	14,957	89,146	596.01%	-
Toll Revenue-NTTA-183A	444,666	545,077	122.58%	338,079
Toll Revenue-NTTA-Manor	8,974	22,997	256.27%	-
Video Tolls 183A	3,599,122	4,011,756	111.46%	2,703,205
Video Tolls Manor Expressway	30,000	113,032	376.77%	-
Fee revenue 183A	1,502,134	1,463,891	97.45%	1,101,749
Fee revenue Manor Expressway	10,000	59,469	594.69%	-
Total Operating Revenue	30,242,680	25,512,006	84.36%	16,628,145
Other Revenue				
Interest Income	180,000	198,646	110.36%	150,102
Grant Revenue	1,236,000	65,190,354	5274%	21,135,725
Reimbursed Expenditures	-	34,774		150,000
Misc Revenue	2,500	223,260	8930%	918,366
Gain/Loss on Sale of Asset	-	-	0.00%	12,342
Unrealized Loss	-	42,708		-
Total Other Revenue	1,418,500	65,689,741	4631%	22,366,536
Total Revenue	\$ 31,661,180	\$ 91,201,747	288.06%	\$ 38,994,681

Expenses

Salaries and Wages

Salary Expense-Regular	2,115,939	1,542,270	72.89%	1,540,853
Part Time Salary Expense	12,000	480	4.00%	7,927
Overtime Salary Expense	3,000	-	0.00%	-
Contractual Employees Expense	5,000	1,202	24.03%	7,623
TCDRS	307,536	209,531	68.13%	216,062
FICA	96,433	62,591	64.91%	65,701
FICA MED	30,899	22,379	72.43%	22,107
Health Insurance Expense	186,370	155,317	83.34%	143,672
Life Insurance Expense	5,684	3,571	62.82%	3,219
Auto Allowance Expense	10,200	-	0.00%	4,462

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2013	Actual Year to Date 4/30/2013	Percent of Budget	Actual Prior Year to Date 4/29/2012
Other Benefits	185,610	69,862	37.64%	143,304
Unemployment Taxes	12,960	(15)	0.00%	2,514
Salary Reserve	50,000	-	0.00%	-
Total Salaries and Wages	3,021,631	2,067,187	68.41%	2,157,444

Contractual Services

Professional Services

Accounting	12,000	6,950	57.92%	26,024
Auditing	65,000	44,990	69.22%	44,771
General Engineering Consultant	1,250,000	123,715	9.90%	780,443
GEC-Trust Indenture Support	-	52,303		-
GEC-Financial Planning Support	-	35,554		-
GEC-Toll Ops Support	-	1,748		-
GEC-Roadway Ops Support	-	154,460		-
GEC-Technology Support	-	26,231		-
GEC-Public Information Support	-	7,673		-
GEC-General Support	-	182,690		-
General System Consultant	175,000	6,439	3.68%	40,805
Image Processing	780,000	865,536	110.97%	583,662
Facility maintenance	41,954	12,620	30.08%	16,676
HERO	1,629,000	933,380	57.30%	511,596
Human Resources	25,000	11,196	44.78%	70,421
Legal	270,000	198,229	73.42%	100,714
Photography	15,000	-	0.00%	12,549
Traffic & Revenue Consultants	-	2,999	0.00%	-
Communications and Marketing	-		0.00%	15,549
Total Professional Services	4,262,954	2,666,714	62.56%	2,203,210

Other Contractual Services

IT Services	65,000	31,615	48.64%	34,385
Graphic Design Services	10,000	11,070	110.70%	400
Website Maintenance	35,000	2,929	8.37%	16,977
Research Services	50,000	3,154	6.31%	3,100
Copy Machine	10,000	5,331	53.31%	4,819
Software Licenses	17,200	19,968	116.09%	805
ETC Maintenance Contract	1,029,900	427,951	41.55%	552,257
ETC Development	125,000	-	0.00%	15,356
ETC Testing	30,000	-	0.00%	1,620

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2013	Actual Year to Date 4/30/2013	Percent of Budget	Actual Prior Year to Date 4/29/2012
Communications and Marketing	140,000	162,655	116.18%	77,777
Advertising Expense	60,000	69,205	115.34%	31,906
Direct Mail	5,000	757	15.15%	-
Video Production	5,000	20,920	418.40%	1,946
Radio	10,000	-	0.00%	-
Other Public Relations	2,500	-	0.00%	-
Law Enforcement	250,000	134,581	53.83%	193,727
Special assignments	5,000	-	0.00%	-
Traffic Management	-	42,823		55,890
Emergency Maintenance	10,000	-	0.00%	-
Security Contracts	600	114	18.94%	-
Roadway Maintenance Contract	640,000	98,118	15.33%	74,559
Landscape Maintenance	280,000	103,950	37.13%	119,361
Signal & Illumination Maint	-	46,743		64,950
Mowing and litter control	-	40,806		52,095
Striping	-	-	0.00%	26,459
Graffiti removal	-	225		-
Cell Phones	9,700	7,483	77.14%	6,910
Local Telephone Service	18,000	12,276	68.20%	10,908
Internet	4,500	-	0.00%	435
Fiber Optic System	63,000	32,465	51.53%	51,720
Other Communication Expenses	11,500	127	1.11%	337
Subscriptions	1,850	500	27.04%	120
Memberships	33,959	27,679	81.51%	29,115
Continuing Education	7,300	2,845	38.97%	4,492
Professional Development	14,000	-	0.00%	3,490
Seminars and Conferences	33,000	17,346	52.57%	11,559
Staff-Travel	76,000	55,953	73.62%	36,989
Other Contractual Svcs	200	-	0.00%	177
Roadway maintenance contract	-	-	0.00%	(210)
TxTag Collection Fees	1,434,788	1,096,865	76.45%	1,004,920
Contractual Contingencies	250,500	649	0.26%	34,115
Total Other Contractual Services	4,738,497	2,477,104	52.28%	2,523,467
Total Contractual Services	9,001,451	5,143,818	57.14%	4,726,677

Materials and Supplies

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2013	Actual Year to Date 4/30/2013	Percent of Budget	Actual Prior Year to Date 4/29/2012
Books & Publications	12,500	4,504	36.03%	7,738
Office Supplies	11,000	2,505	22.77%	4,897
Computer Supplies	12,500	6,023	48.18%	9,812
Copy Supplies	2,200	742	33.71%	1,207
Annual Report printing	7,000	5,534	79.06%	7,673
Other Reports-Printing	10,000	3,408	34.08%	2,000
Direct Mail Printing	5,000	-	0.00%	-
Office Supplies-Printed	2,500	2,100	83.99%	1,328
Maintenance Supplies-Roadway	9,175	-	0.00%	9,175
Promotional Items	10,000	4,827	48.27%	-
Displays	5,000	-	0.00%	-
ETC spare parts expense	30,000	-	0.00%	3,178
Tools & Equipment Expense	1,000	-	0.00%	142
Misc Materials & Supplies	3,000	14	0.45%	683
Total Materials and Supplies	120,875	29,656	24.53%	47,833

Operating Expenses

Gasoline Expense	5,000	2,924	58.48%	4,098
Mileage Reimbursement	5,950	4,520	75.96%	3,893
Toll Tag Expense	3,120	1,716	54.99%	2,773
Parking	41,175	30,992	75.27%	33,178
Meeting Facilities	250	-	0.00%	-
Community Meeting/ Events	5,000	-	0.00%	-
Meeting Expense	9,800	8,222	83.90%	4,304
Public Notices	2,200	-	0.00%	100
Postage Expense	5,650	380	6.72%	538
Overnight Delivery Services	1,600	264	16.49%	551
Local Delivery Services	1,250	12	0.96%	6
Insurance Expense	90,000	54,389	60.43%	53,087
Repair & Maintenance-General	500	926	185.27%	480
Repair & Maintenance-Vehicles	500	203	40.54%	460
Repair & Maintenance Toll Equip	5,000	400	8.01%	2,047
Rent Expense	250,000	172,036	68.81%	173,006
Water	7,500	5,293	70.57%	5,183
Electricity	178,500	58,144	32.57%	53,152
Other Licenses	640	729	113.91%	510
Community Initiative Grants	65,000	30,000	46.15%	47,500

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2013	Actual Year to Date 4/30/2013	Percent of Budget	Actual Prior Year to Date 4/29/2012
<u>Non Cash Operating Expenses</u>				
Amortization Expense	76,000	264,757	348.36%	921,644
Dep Exp- Furniture & Fixtures	9,000	11,458	127.31%	6,422
Dep Expense - Equipment	26,400	14,335	54.30%	11,783
Dep Expense - Autos & Trucks	7,000	5,749	82.12%	4,599
Dep Expense-Buildng & Toll Fac	177,000	139,055	78.56%	132,419
Dep Expense-Highways & Bridges	8,000,000	5,475,681	68.45%	3,725,405
Dep Expense-Communic Equip	195,000	150,639	77.25%	143,128
Dep Expense-Toll Equipment	965,000	799,384	82.84%	346,336
Dep Expense - Signs	135,000	122,510	90.75%	99,951
Dep Expense-Land Improvemts	67,000	119,942	179.02%	49,353
Depreciation Expense-Computers	10,000	9,219	92.19%	7,309
Total Operating Expenses	10,346,035	7,483,878	72.34%	5,833,213
<u>Financing Expenses</u>				
Arbitrage Rebate Calculation	6,000	5,605	93.42%	5,455
Loan Fee Expense	12,500	-	0.00%	12,000
Rating Agency Expense	35,000	40,300	115.14%	5,300
Trustee Fees	6,000	6,500	108.33%	-
Bank Fee Expense	8,000	4,815	60.19%	16,400
Continuing Disclosure	4,000	-	0.00%	-
Interest Expense	20,318,015	18,265,439	89.90%	9,017,391
Contingency	15,000	-	0.00%	-
<u>Non Cash Financing Expenses</u>				
Bond issuance expense	300,000	384,969	128.32%	377,710
Total Financing Expenses	20,704,515	18,707,627	90.36%	9,434,257
<u>Other Gains or Losses</u>				
Total Other Gains or Losses	-	-	0.00%	-
Total Expenses	\$ 43,194,507	\$ 33,432,166	77.40%	\$ 22,199,424
Net Income	\$ (11,533,327)	\$ 57,769,581		\$ 16,795,257

Central Texas Regional Mobility Authority
Statement of Cash Flows - FY 2013
as of April 30, 2013

Cash flows from operating activities:

Receipts from Department of Transportation	\$ 66,728,854
Receipts from toll fees	26,184,637
Receipts from other fees	-
Receipts from interest income	1,575,072
Receipts from other sources	424,483
Payments to vendors	(7,163,543)
Payments to employees and benefits	(1,959,163)
Net cash flows used in operating activities	<u>85,790,341</u>

Cash flows from capital and related financing activities:

Payments on interest	(41,263,309)
Payment on Bonds/Notes	(3,597,622)
Acquisitions of property and equipment	(3,875)
Acquisitions of construction in progress	(99,786,979)
Proceeds from Draw Down Note	1,500,000
Net cash flows used in capital and related financing activities	<u>(143,151,785)</u>

Cash flows from investing activities:

Purchase of investments	(35,425,320)
Proceeds from sale or maturity of investments	123,270,907
Net cash flows provided by investing activities	<u>87,845,587</u>

Net increase in cash and cash equivalents	30,484,142
Cash and cash equivalents at beginning of July 2012	100,680,911
Cash and cash equivalents at end of April 2013	<u>\$ 131,372,216</u>

Reconciliation of change in net assets to net cash provided by operating activities:

Change in net assets	\$ 57,769,581
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation and amortization	7,105,613
Nonoperating interest	18,263,795
Bond Issuance Expense	177,232
Changes in assets and liabilities:	
(Increase)/Decrease in accounts receivable	2,101,946
(Increase)/Decrease in prepaid expenses and other assets	(47,658)
(Increase)/Decrease in interest receivable	1,475,601
Increase/(Decrease) in deferred revenue (audit adjustments)	(77,482)
Increase/(Decrease) in other payable	50,114
Increase/(Decrease) in accounts payable	(1,028,401)
Total adjustments	<u>28,020,759</u>
Net cash flows provided by operating activities	<u>\$ 85,790,341</u>

INVESTMENTS by FUND

		Balance		
			April 30, 2013	
Renewal & Replacement Fund				
TexSTAR	661,101.29			TexSTAR 33,649,428.36
Regions Sweep	0.66			CD's 8,000,000.00
Agencies			661,101.95	Regions Sweep 97,282,895.08
TxDOT Grant Fund				Agencies 126,327,155.22
TexSTAR	5,424,858.08			
Regions Sweep	39,428.95			
CD's	3,000,000.00			
Agencies	1,000,000.00		9,464,287.03	\$ 265,259,478.66
Subordinate Lien DS Fund 05				
Regions Sweep	1,268,574.08		1,268,574.08	
Debt Service Reserve Fund 05				
TexSTAR	12,571,753.39			
Regions Sweep	56,755.93			
Agencies	30,416,167.97		43,044,677.29	
Debt Service Fund 05				
Regions Sweep	3,443,431.42			
Agencies			3,443,431.42	
2010 Senior Lien DSF				
Regions Sweep	1,148,350.93			
TexSTAR	0.00		1,148,350.93	
2010-1 Debt Service Fund				
Regions Sweep	882,076.47		882,076.47	
2010-2 Debt Service Fund				
Regions Sweep	388,246.39		388,246.39	
Agencies				
2011 Debt Service Acct				
Regions Sweep	0.33		0.33	
2011 Sub Debt DSRF				
Regions Sweep	2,022,222.83			
CD's	5,000,000.00		7,022,222.83	
Operating Fund				
TexSTAR	145,825.09			
TexSTAR-Trustee	1,601,885.46			
Regions Sweep	2.18		1,747,712.73	
Revenue Fund				
TexSTAR	1.00			
Regions Sweep	1,888,249.85		1,888,250.85	
General Fund				
TexSTAR	53.78			
Regions Sweep	6,454,577.75		6,454,631.53	
2011 Sr Capitalized Interest Fund				
Regions Sweep	37,581.18			
Agencies	17,764,659.37		17,802,240.55	
2011 Sub Capitalized Interest Fund				
Regions Sweep	574.31			
Agencies	4,690,970.53		4,691,544.84	
2010 Senior Lien Debt Service Reserve Fund				
TexSTAR	5,560,943.04			
Regions Sweep	65,864.82			
Agencies	3,911,285.63		9,538,093.49	
2010-2 Sub Lien Debt Service Reserve Fund				
TexSTAR	779,591.61			
Regions Sweep	203,961.10			
Agencies	190,000.00		1,173,552.71	
2010-1Sub Lien Debt Service Reserve Fund				
TexSTAR	1,911,731.47			
Regions Sweep	17,502.78			
Agencies	2,046,265.33		3,975,499.58	
MoPac Construction Fund				
Regions Sweep	32,197,251.44		32,197,251.44	
2010-1 Sub Lien Projects Fund				
TexSTAR	822,936.06			
Regions Sweep	0.00		822,936.06	
2010 Senior Lien Construction Fund				
TexSTAR	1.19			
Regions Sweep	2,706,984.43		2,706,985.62	
2011 Sub Debt Project fund				
TexSTAR	4,168,627.24			
Agencies	25,005,305.56			
Regions Sweep	18,888,970.56		48,062,903.36	
2011 Sr Financial Assistance Fund				
Regions Sweep	31.73		31.73	
2011 Senior Lien Project Fund				
TexSTAR	119.66			
Regions Sweep	25,572,254.96			
Agencies	41,302,500.83		66,874,875.45	
			<u>66,874,875.45</u>	
			<u>\$ 265,259,478.66</u>	

CTRMA INVESTMENT REPORT

Month Ending 4/30/13						
Balance 4/1/2013	Additions	Discount Amortization	Accrued Interest	Withdrawals	Balance 4/30/2013	Rate Apr 13
Amount in Trustee TexStar						
2011 Sub Lien Construction Fund			355.69		4,168,627.24	0.090%
2011 Senior Lien Construction Fund					119.66	0.090%
2010 Senior Lien Construction Fund					1.19	0.090%
2010-1 Sub Lien Projects			70.21		822,936.06	0.090%
General Fund					53.78	0.090%
Trustee Operating Fund	1,000,000.00		130.12	1,200,000.00	1,601,885.46	0.090%
Renewal and Replacement			56.41		661,101.29	0.090%
TxDOT Grant Fund			462.86		5,424,858.08	0.090%
Revenue Fund					1.00	0.090%
Senior Lien Debt Service Reserve Fund			1,072.66		12,571,753.39	0.090%
2010 Senior Lien DSF				0.15	0.00	0.090%
2010 Senior Lien Debt Service Reserve Fund			474.50		5,560,943.04	0.090%
2010-2Sub Lien Debt Service Reserve Fund			66.52		779,591.61	0.090%
2010-1Sub Lien Debt Service Reserve Fund			163.11		1,911,731.47	0.090%
2010 Senior Lien Capitalized Interest				487.87	0.00	0.090%
2010-2 Sub Liien Capitalized Interest				33.69	0.00	0.090%
33,701,272.90	1,000,000.00	0.00	2,852.08	1,200,521.71	33,503,603.27	
Amount in TexStar Operating Fund						
145,804.63	1,200,000.00		20.46	1,200,000.00	145,825.09	0.090%

CTRMA INVESTMENT REPORT

Month Ending 4/30/13						
Balance 4/1/2013	Additions	Discount Amortization	Accrued Interest	Withdrawals	Balance 4/30/2013	Rate Apr 13
Regions Sweep Money Market Fund						
Operating Fund	1,000,000.00			1,000,000.00	2.18	0.150%
2010-1 Sub Lien Project Acct					0.00	0.150%
2010 Senior Lien Project Acct			364.01	86,389.00	2,706,984.43	0.150%
2011 Sub Lien Project Acct			1,347.96		18,888,970.56	0.150%
2011 Senior Lien Project Acct			26,286.73	15,503,906.10	25,572,254.96	0.150%
2011 Sr Financial Assistance Fund					31.73	0.150%
2005 Debt Service Fund	860,729.17		279.47		3,443,431.42	0.150%
2010 Senior DSF	287,413.09		93.16		1,148,350.93	0.150%
2011 Senior Lien Debt Service Acct					0.33	0.150%
2010-1 Debt Service Fund	220,411.13		71.61		882,076.47	0.150%
Subordinate Lien TIFIA DS Fund	317,096.50		102.96		1,268,574.08	0.150%
2010-2 Debt Service Fund	57,187.96		38.88		388,246.39	0.150%
2010-2 Cap I Fund	33.69			33.70	0.00	0.150%
2010 CAP Interest Senior lien	487.87			487.94	0.00	0.150%
2011 Sr Cap I Fund			4.79		37,581.18	0.150%
2011 Sub Debt CAP I			0.07		574.31	0.150%
2010-1 Sub lien BABs supplemental Security				20.50	0.00	0.150%
TxDOT Grant Fund			1,879.78		39,428.95	0.150%
Renewal and Replacement					0.66	0.150%
Revenue Fund	3,598,187.95		200.27	2,847,339.81	1,888,249.85	0.150%
General Fund	277,767.64		662.68	506,784.73	6,454,577.75	0.150%
2010 Senior Debt Service Reserve Fund			6.86		65,864.82	0.150%
2010-1 Debt Service Reserve Fund			2,501.91		17,502.78	0.150%
2010-2 Debt Service Reserve Fund			25.98		203,961.10	0.150%
2011 Sub Debt Debt Service Reserve Fund			257.59		2,022,222.83	0.150%
2005 Senior Lien Debt Service Reserve Fund			5.72		56,755.93	0.150%
MoPac Managed Lane Construction Fund	16,500,000.00		2,064.35	346,394.38	32,197,251.44	0.150%
94,418,741.46	23,119,315.00	0.00	36,194.78	20,291,356.16	97,282,895.08	
Amount in Fed Agencies and Treasuries						
Amortized Principal	126,418,714.43	(91,559.21)			126,327,155.22	
Accrued Interest			111,937.51			
126,418,714.43	0.00	(91,559.21)		0.00	126,327,155.22	

CTRMA INVESTMENT REPORT

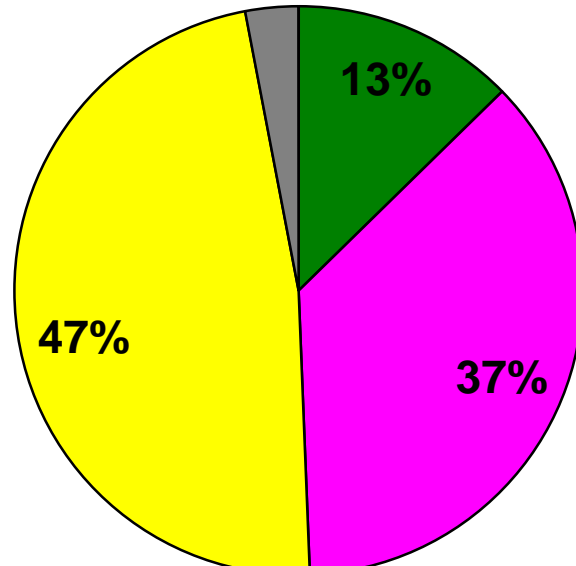
	Month Ending 4/30/13					
	Balance 4/1/2013	Additions	Discount Amortization	Accrued Interest	Withdrawals	Balance 4/30/2013
Certificates of Deposit	3,000,000.00	5,000,000.00			0.00	8,000,000.00
Total in Pools	33,847,077.53	2,200,000.00		2,872.54	2,400,521.71	33,649,428.36
Total in Money Market	94,418,741.46	23,119,315.00		36,194.78	20,291,356.16	97,282,895.08
Total in Fed Agencies	126,418,714.43	0.00	(91,559.21)		0.00	126,327,155.22
Total Invested	257,684,533.42	30,319,315.00	(91,559.21)	39,067.32	22,691,877.87	265,259,478.66

Rate
Apr 13

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

William Chapman, CFO

Allocation of Funds



■ Total in Pools

■ Total in Money Market

■ Total in Fed Agencies

■ Total in CD's

Amount of investments As of April 30, 2013

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
San Antonio Water Utilities	79642BLN1	190,000.00	190,000.00	190,076.00	1.4570%	11/23/2010	5/15/2013	2010-2 DSRF
Freddie Mac	3134G2U42	1,000,000.00	1,000,000.00	1,001,160.00	0.3750%	3/15/2012	10/15/2013	TxDOT Grant Fund
Federal Home loan Bank	3137EABM0	2,473,720.78	2,331,893.50	2,332,658.91	0.3930%	6/29/2011	6/28/2013	2011 Sub Debt CAP I
Federal Home loan Bank	3134A4UL6	2,326,924.30	2,359,077.03	2,353,142.50	0.6300%	6/29/2011	11/15/2013	2011 Sub Debt CAP I
Federal Home loan Bank	3134A4UL6	8,794,454.76	8,935,204.56	8,912,452.50	0.7190%	6/29/2011	11/15/2013	2011 Sr Debt CAP I
Federal Home loan Bank	3137EABM0	9,351,457.81	8,829,454.81	8,833,725.98	0.4830%	6/29/2011	6/28/2013	2011 Sr Debt CAP I
Davis Cnty Utah Sch Dist	239019UK6	1,397,056.00	1,320,128.50	1,320,023.30	0.2300%	2/9/2012	6/1/2013	2011 SR DSRF
Fannie Mae	31398A3L4	3,883,198.70	3,841,083.05	3,844,668.90	0.2605%	2/7/2012	9/17/2013	2005 Sr DSRF
Fannie Mae	31398A3L4	3,954,171.00	3,911,285.63	3,914,937.00	0.2605%	2/7/2012	9/17/2013	2010 Sr DSRF
Federal Home Loan Bank	3133XR88	7,370,650.00	7,102,958.33	7,094,710.00	0.2990%	3/30/2012	9/6/2013	2011 Sr Project
Federal Home Loan Bank	313378U41	12,009,480.00	12,003,160.00	12,011,880.00	0.2970%	3/30/2012	9/30/2013	2011 Sr Project
Freddie Mac	3134G3BF6	12,054,960.00	12,018,320.00	12,035,280.00	0.3592%	3/30/2012	12/23/2013	2011 Sr Project
Federal Home Loan Bank	313376KS3	25,047,750.00	25,005,305.56	25,008,250.00	0.2440%	3/30/2012	6/21/2013	2011 Sub Project
Federal Home Loan Bank	3133XWKV0	10,388,500.00	10,178,062.50	10,193,200.00	0.3791%	3/30/2012	3/14/2014	2011 Sr Project
Freddie Mac	3137EADD8	1,004,940.00	1,003,952.00	1,004,790.00	0.2290%	12/3/2012	4/17/2015	2010-1 DSRF
Northside ISD	66702RAG7	1,057,700.00	1,042,313.33	1,048,900.00	0.3580%	12/5/2012	2/15/2015	2010-1 DSRF
Fannie Mae	3135G0BY8	8,081,952.00	8,070,822.72	8,071,520.00	0.2150%	2/8/2013	8/28/2014	2005 DSRF
Fannie Mae	313560TW3	4,999,250.00	4,999,325.00	5,000,250.00	0.4060%	2/8/2013	7/30/2015	2005 DSRF
Federal Home Loan Bank	313371W51	12,217,422.00	12,184,808.70	12,176,280.00	0.2646%	2/8/2013	12/12/2014	2005 DSRF
		<u>101,247,263.35</u>	<u>126,327,155.22</u>	<u>126,347,905.09</u>				

Agency	CUSIP #	COST	Cumulative Amortization	4/30/2013		Interest Income April 30, 2013		
				Book Value	Maturity Value	Accrued Interest	Amortizatuion	Interest Earned
San Antonio Water Utilities	79642BLN1	190,000.00	0.00	190,000.00	190,000.00			-
Freddie Mac	3134G2U42	1,000,000.00	-	1,000,000.00	1,000,000.00	312.50		312.50
Federal Home loan Bank	3137EABM0	2,473,720.78	141,827.28	2,331,893.50	2,319,000.00	7,246.88	(6,446.70)	800.18
Federal Home loan Bank	3134A4UL6	2,326,924.30	32,152.73	2,359,077.03	2,362,000.00		1,461.49	1,461.49
Federal Home loan Bank	3134A4UL6	8,794,454.76	140,749.80	8,935,204.56	8,946,000.00		6,397.72	6,397.72
Federal Home loan Bank	3137EABM0	9,351,457.81	522,003.00	8,829,454.81	8,782,000.00	27,443.75	(23,727.41)	3,716.34
Davis Cnty Utah Sch Dist	239019UK6	1,397,056.00	76,927.50	1,320,128.50	1,315,000.00	5,479.17	(5,128.50)	350.67
Fannie Mae	31398A3L4	3,883,198.70	42,115.65	3,841,083.05	3,830,000.00	3,590.63	(2,216.61)	1,374.02
Fannie Mae	31398A3L4	3,954,171.00	42,885.37	3,911,285.63	3,900,000.00	3,656.25	(2,257.13)	1,399.12
Federal Home Loan Bank	3133XR88	7,370,650.00	267,691.67	7,102,958.33	7,000,000.00	23,333.33	(20,591.70)	2,741.63
Federal Home Loan Bank	313378U41	12,009,480.00	6,320.00	12,003,160.00	12,000,000.00	3,500.00	(526.67)	2,973.33
Freddie Mac	3134G3BF6	12,054,960.00	36,640.00	12,018,320.00	12,000,000.00	6,250.00	(2,290.00)	3,960.00
Federal Home Loan Bank	313376KS3	25,047,750.00	42,444.44	25,005,305.56	25,000,000.00	8,333.33	(2,652.78)	5,680.55
Federal Home Loan Bank	3133XWKV0	10,388,500.00	210,437.50	10,178,062.50	10,000,000.00	19,791.67	(16,187.50)	3,604.17
Freddie Mac	3137EADD8	1,004,940.00	988.00	1,003,952.00	1,000,000.00	500.00	(197.60)	302.40
Northside ISD	66702RAG7	1,057,700.00	15,386.67	1,042,313.33	1,000,000.00	2,500.00	(1,923.33)	576.67
Fannie Mae	3135G0BY8	8,081,952.00	11,129.28	8,070,822.72	8,000,000.00	5,833.33	(4,426.42)	1,406.91
Fannie Mae	313560TW3	4,999,250.00	(75.00)	4,999,325.00	500,000.00	1,666.67	25.00	1,691.67
Federal Home Loan Bank	313371W51	12,217,422.00	32,613.30	12,184,808.70	12,000,000.00	15,000.00	(10,871.10)	4,128.90
		<u>127,603,587.35</u>	<u>1,622,237.19</u>	<u>126,327,155.22</u>	<u>121,144,000.00</u>	<u>111,937.51</u>	<u>(91,559.24)</u>	<u>35,650.79</u>

April 30, 2013

Certificates of Deposit Outstanding

Bank	CUSIP #	COST	Yield to Maturity	Purchased	Matures	April 30, 2013 Interest	FUND
Compass Bank	CD9932129	3,000,000	0.35%	8/27/2012	2/27/2014	\$ 863.01	TxDOT Grant Fund
Compass Bank	CD 02636	5,000,000	0.35%	2/5/2013		\$ 1,458.33	2011 Sub DSRF
		<u>8,000,000</u>				<u>\$ 2,321.34</u>	



Monthly Newsletter - April 2013

Performance

As of April 30, 2013

Current Invested Balance	\$5,496,240,712.35
Weighted Average Maturity (1)	56 Days
Weighted Average Maturity (2)	61 Days
Net Asset Value	1.000129
Total Number of Participants	773
Management Fee on Invested Balance	0.05%*
Interest Distributed	\$707,009.41
Management Fee Collected	\$229,846.57
% of Portfolio Invested Beyond 1 Year	0.00%
Standard & Poor's Current Rating	AAAm

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

April Averages

Average Invested Balance	\$5,592,782,461.70
Average Monthly Yield, on a simple basis	0.1038%
Average Weighted Average Maturity (1)*	51 Days
Average Weighted Average Maturity (2)*	57 Days

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

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

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

New Participants

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

★ Austin ISD ★ City of Deer Park ★ Lubbock Emergency Communication District

Holiday Reminder

In observance of **Memorial Day, TexSTAR will be closed on Monday, May 27, 2013.** All ACH transactions initiated on Friday, May 24th will settle on Tuesday, May 28th. 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

Global risk markets reached new record highs in April as investors largely ignored weak economic data and took solace in the continued accommodative support from central banks. The Standard & Poor's 500 Index ended up 1.8%, its sixth straight month of gains. The yield of the two-year Treasury note fell 4 bps to 0.21%, and the yield of the five-year note decreased 9 bps to 0.68%. The U.S. also experienced poorer economic data particularly in the labor market. The worsening backdrop in Europe and U.S. assured investors that the ECB and Fed would continue to keep monetary policy accommodative at their upcoming meetings in May and in the long run. Inflation remains low and appears to be decelerating. Low income growth should continue to limit inflation, and a number of FOMC participants have recently argued that a case for additional easing could be warranted if inflation levels continue to fall.

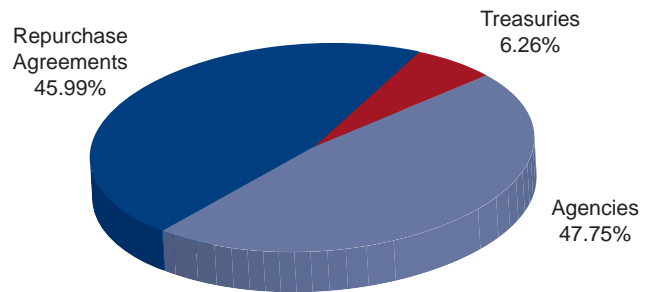
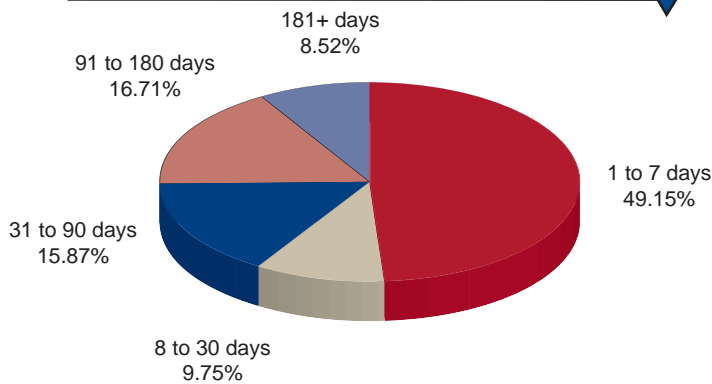
The U.S. economy appears to be experiencing a spring swoon for the fourth year in a row. Heading into the first quarter, many economists expected the slow pace of fourth quarter growth to provide positive momentum going forward. Some of this prior growth was due to transitory variables, such as a fast pace of inventory accumulation after Hurricane Sandy and an increase in energy consumption due to an unseasonably cold winter. However, other data now suggest that the slowdown may persist as future consumer consumption will likely be restricted by an already low savings rate. Additionally, the stagnant state of labor markets and the large overhang of unemployed workers make it unlikely that wage growth will be the impetus for accelerating consumption. The recent rollout of sequestration fiscal cuts is dragging on economic growth, and its effects are expected to grow in the upcoming quarters. Also, growth out of emerging markets as well as Europe appears set to disappoint in the quarters ahead. It is expected that the Fed will maintain its current pace of monthly purchases through 2013, with the potential to increase Treasury purchases if labor market conditions deteriorate significantly. Also it is anticipated that interest rates will move lower and test the lower band of the recent range in the second quarter, though technical factors may create some temporary volatility.

This information is an excerpt from an economic report dated April 2013 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

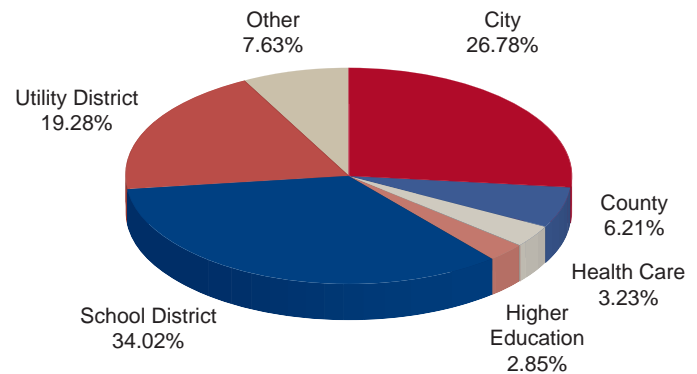
For more information about TexSTAR, please visit our web site at www.texstar.org.

Information at a Glance

Portfolio by Type of Investment As of April 30, 2013



Portfolio by Maturity As of April 30, 2013



Distribution of Participants by Type As of April 30, 2013

Historical Program Information

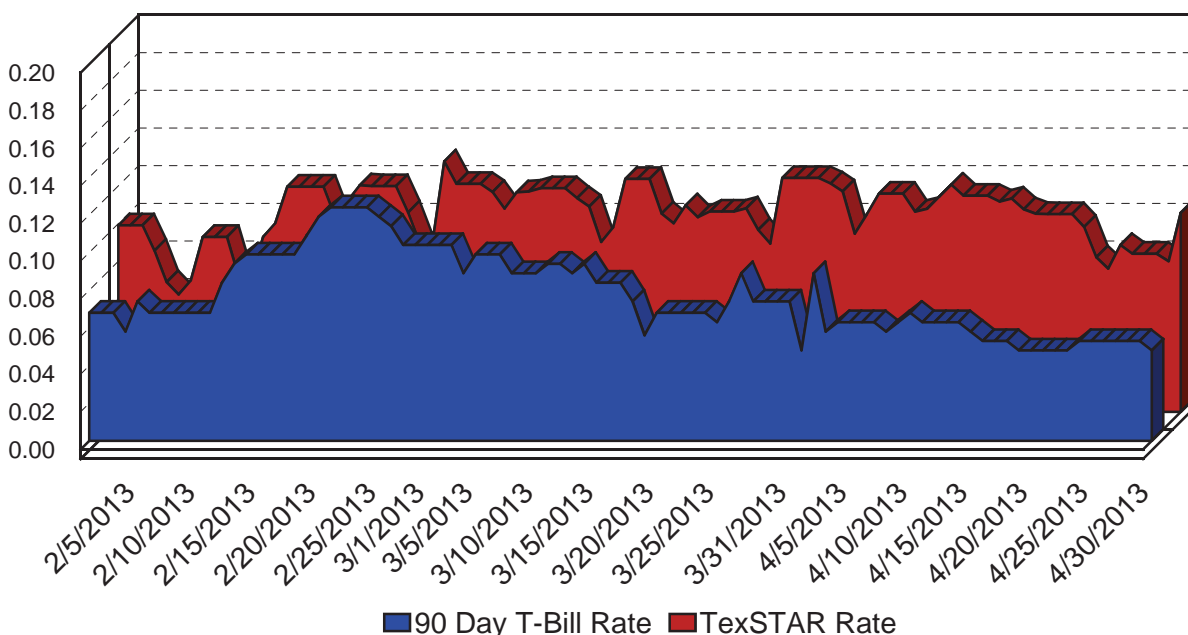
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Apr 13	0.1038%	\$5,496,240,712.35	\$5,496,953,468.88	1.000129	51	57	773
Mar 13	0.1125%	5,635,357,483.25	5,636,069,051.83	1.000126	52	60	770
Feb 13	0.0996%	6,248,843,373.19	6,249,277,988.81	1.000069	51	58	768
Jan 13	0.1103%	6,030,821,287.69	6,031,600,682.90	1.000129	48	57	767
Dec 12	0.1647%	5,411,874,896.68	5,412,541,199.28	1.000123	49	60	767
Nov 12	0.1720%	4,745,368,285.66	4,745,870,906.22	1.000105	51	63	765
Oct 12	0.1746%	4,755,942,789.56	4,756,394,096.44	1.000094	45	60	763
Sep 12	0.1574%	4,659,065,730.90	4,659,684,743.38	1.000132	46	63	759
Aug 12	0.1326%	4,724,281,980.85	4,724,862,450.42	1.000122	49	67	759
Jul 12	0.1359%	5,189,684,471.14	5,190,308,464.19	1.000120	46	66	757
Jun 12	0.1379%	4,983,255,681.46	4,983,767,166.12	1.000102	48	70	756
May 12	0.1273%	5,178,606,480.90	5,179,224,581.51	1.000119	47	70	754

Portfolio Asset Summary as of April 30, 2013

	Book Value	Market Value
Uninvested Balance	\$ 576.48	\$ 576.48
Accrual of Interest Income	2,183,841.02	2,183,841.02
Interest and Management Fees Payable	(836,321.81)	(836,321.81)
Payable for Investment Purchased	(49,993,734.00)	(49,993,734.00)
Repurchase Agreement	2,550,190,000.00	2,550,190,000.00
Government Securities	2,994,696,350.66	2,995,409,107.19
Total	\$ 5,496,240,712.35	\$ 5,496,953,468.88

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 April 2013

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
4/1/2013	0.1213%	0.000003323	\$5,533,423,235.23	1.000119	53	60
4/2/2013	0.1171%	0.000003209	\$5,593,192,601.23	1.000120	52	59
4/3/2013	0.0946%	0.000002591	\$5,590,540,585.83	1.000124	52	59
4/4/2013	0.1049%	0.000002875	\$5,567,869,536.90	1.000121	52	58
4/5/2013	0.1159%	0.000003174	\$5,503,542,420.85	1.000120	50	57
4/6/2013	0.1159%	0.000003174	\$5,503,542,420.85	1.000120	50	57
4/7/2013	0.1159%	0.000003174	\$5,503,542,420.85	1.000120	50	57
4/8/2013	0.1063%	0.000002911	\$5,483,778,978.20	1.000120	50	57
4/9/2013	0.1078%	0.000002954	\$5,508,613,537.14	1.000124	51	57
4/10/2013	0.1143%	0.000003132	\$5,516,816,504.83	1.000123	51	57
4/11/2013	0.1207%	0.000003306	\$5,538,036,663.51	1.000119	52	58
4/12/2013	0.1148%	0.000003144	\$5,672,036,516.36	1.000114	50	56
4/13/2013	0.1148%	0.000003144	\$5,672,036,516.36	1.000114	50	56
4/14/2013	0.1148%	0.000003144	\$5,672,036,516.36	1.000114	50	56
4/15/2013	0.1117%	0.000003061	\$5,721,729,793.78	1.000119	50	56
4/16/2013	0.1133%	0.000003104	\$5,717,275,270.90	1.000120	51	57
4/17/2013	0.1076%	0.000002948	\$5,677,555,122.75	1.000124	52	57
4/18/2013	0.1052%	0.000002882	\$5,664,498,531.27	1.000122	52	58
4/19/2013	0.1050%	0.000002878	\$5,604,169,747.38	1.000120	51	56
4/20/2013	0.1050%	0.000002878	\$5,604,169,747.38	1.000120	51	56
4/21/2013	0.1050%	0.000002878	\$5,604,169,747.38	1.000120	51	56
4/22/2013	0.0982%	0.000002690	\$5,584,514,842.64	1.000124	52	52
4/23/2013	0.0821%	0.000002250	\$5,639,086,402.31	1.000122	50	56
4/24/2013	0.0761%	0.000002086	\$5,596,696,209.39	1.000120	51	56
4/25/2013	0.0886%	0.000002427	\$5,604,185,328.72	1.000120	52	57
4/26/2013	0.0840%	0.000002302	\$5,612,328,677.76	1.000117	50	55
4/27/2013	0.0840%	0.000002302	\$5,612,328,677.76	1.000117	50	55
4/28/2013	0.0840%	0.000002302	\$5,612,328,677.76	1.000117	50	55
4/29/2013	0.0800%	0.000002191	\$5,573,187,906.95	1.000124	51	56
4/30/2013	0.1057%	0.000002896	\$5,496,240,712.35	1.000129	56	61
Average	0.1038%	0.000002844	\$5,592,782,461.70		51	57

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



TexSTAR Board Members

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For more information contact TexSTAR Participant Services ★ 1-800-TEX-STAR ★ www.texstar.org



J.P.Morgan
Asset Management



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #12 SUMMARY

Briefing on the communications plan for the MoPac Improvement Project.

Strategic Plan Relevance: Regional Mobility

Department: MoPac Project

Associated Costs: N/A

Funding Source: N/A

Board Action Required: No

Description of Matter:

Steve Pustelnyk, Director of Community Relations – MoPac Improvement Project, will provide the Board with an overview of the Community Relations Plan (CRP) for the MoPac Improvement Project and the schedule for implementation.

Contact for further information:

Steve Pustelnyk, Director of Community Relations- MoPac Improvement Project



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #13 SUMMARY

Executive Director's Report.

Department: Administrative

Associated Costs: None

Funding Source: None

Board Action Required: No

Description of Matter:

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

- A. Project Status Updates.
- B. Moody's Rating for Mobility Authority

Attached documentation for reference:

Executive Director's Report

Contact for further information:

Mike Heiligenstein, Executive Director



REPORT TO THE BOARD OF DIRECTORS MAY 22, 2013

MIKE HEILIGENSTEIN - EXECUTIVE DIRECTOR

PRIORITY ISSUES



Bond Refinancing and Moody's
Rating Upgrade



Oak Hill Parkway Open House -
May 23rd at Clint Small Middle
School



Presidential State Car on Manor Expressway

FINANCE

BOND REFINANCING

The financial team met with investors in New York, Philadelphia and Chicago to refund our existing bonds because of historical low interest rates. All \$260 million in bonds were put on the market in April and were sold within 20 minutes. Demand was so high, we had ten times (\$3.2 billion) as many orders as we needed.

Investors we met with, such as insurance companies, mutual funds and fund managers, all submitted orders. The agency was able to capitalize on our good relationships with investors. Feedback included praise for the management of the agency, highlighting our transparency, project delivery and financial management.

A special thanks to our key advisors, Richard Ramirez with First Southwest and Marshall Crawford with JP Morgan.

PROJECT DEVELOPMENT

MANOR EXPRESSWAY

PHASE II PROJECT

Central Texas Mobility Constructors (CTMC) continue to focus their construction activities on completing the frontage roads along the entire project. Traffic has recently been shifted to the newly completed frontage road bridge over Gilleland Creek. Intersection construction at Blue Goose Road has recently begun, but CTMC's priority at this time is completing the westbound frontage road between SH 130 and Giles Road.

Utility adjustments east of Johnny Morris Road are constraining CTMC's ability to complete construction of the eastbound frontage road between Johnny Morris Road and Harris Branch Parkway. Construction along the rest of the eastbound frontage road continues. Mainlane construction between Walnut Creek and Johnny Morris Road is also moving forward. CTMC plans to begin concrete paving later this month.

During President Obama's trip to Austin, he made two stops along the Manor Expressway corridor. We worked closely with the Presidential Advance Team to facilitate his trip. President Obama specifically said to tell Vice-Chairman Jim Mills "Hello."

MO PAC IMPROVEMENT PROJECT

PROJECT DEVELOPMENT

A series of partnering meetings happened throughout May to identify different project objectives including: safety, schedule, stakeholder outreach, project quality and environmental responsibility. Development of the Community Relations Plan continues, and the Board will be briefed during the May Board Meeting. Agency coordination is ongoing.

Intermittent night time lane closures will begin Sunday, May 19, 2013 and continue through July to allow roadway designers to survey the corridor and collect soil samples for construction. To minimize traffic impacts, the lane closures will only occur between the hours of 9:00 p.m. and 5:00 a.m. Lane closures will be brief, with surveyors spending approximately 15 minutes at each location. Significant noise or light impacts are not anticipated during these operations. The survey work will also involve low altitude helicopter flights over the corridor. Those flights are expected to take place the week of May 28th between the daytime hours of 9:00 a.m. and 3:00 p.m.

Drilling rigs will also be deployed the week of May 28th to collect the soil samples. Because the work will occur at night, the drilling rigs may be noticeable. There will be no lane closures during special events or on holidays, including the upcoming Memorial Day Weekend.

BERGSTROM EXPRESSWAY

PROJECT DEVELOPMENT

Public involvement and environmental activities for the study continue. The team is currently incorporating feedback from the second Open House, held on March 7th at East Austin College Prep (formerly Solid Rock Church) and a value engineering study into both the design schematic and study document. These new documents will be presented at the third Open House, tentatively scheduled for September. Prior to the Open House, the team will meet and share the updates with project stakeholders.

The project team continues to coordinate and support TxDOT with schematic development and utility coordination. Additional financial and alternative project delivery models are currently being evaluated. An example of this was my involvement with a City of Austin wastewater utility air shaft. By asking the right questions and getting buy-in from the City of Public Works Director, we were able to save an estimated \$8 million in project costs.

OAK HILL PARKWAY

PROJECT DEVELOPMENT

A series of workgroup meetings developed to get environmental, design and bicycle and pedestrian input from the community for the Oak Hill Parkway Environmental Study are wrapping up. Initial design concepts were presented on May 16th at a second design workgroup. These same concepts will be shown to the general public at the second project Open House on May 23rd at Clint Small Middle School. To ensure all members of the public have the opportunity to be actively engaged in the project's development, the project team is working with the Texas A&M Transportation Institute to launch a Virtual Open House on the same day as the Open House. A link from our project website will provide online participants a similar experience to the live Open House. Team members will also be available on May 24th from 11 am – 1 pm and on May 28th from 6 pm – 8 pm to answer questions in real time through an online chat.

MO PAC SOUTH ENVIRONMENTAL STUDY

PROJECT DEVELOPMENT

A kick off meeting was held at the Lady Bird Johnson Wildflower Center to introduce all the members of the environmental team and begin schedule development. Jacobs is finalizing their schedule and development plan. Stakeholder outreach and data collection will begin this summer, and the first Open House is scheduled for this fall. Meetings with key stakeholders, including neighborhood and business associations and the environmental community will take place prior to the Open House.

New Issue: Moody's assigns Baa2 to Series 2013A and 2013B senior lien bonds of the Central Texas Regional Mobility Authority; Baa3 to Series 2013 subordinate bonds and upgrades parity senior bonds to Baa2 and subordinate bonds to Baa3; outlook stable

Global Credit Research - 10 Apr 2013

Authority has \$775 million rated debt outstanding

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY, TX
Toll Facilities
TX

Moody's Rating

ISSUE	RATING
Senior Lien Revenue Bonds, Series 2013A	Baa2
Sale Amount \$158,460,000	
Expected Sale Date 04/22/13	
Rating Description Revenue: Government Enterprise	
Subordinate Lien Revenue Bonds, Series 2013	Baa3
Sale Amount \$105,660,000	
Expected Sale Date 04/22/13	
Rating Description Revenue: Government Enterprise	
Senior Lien Revenue Bonds, Series 2013B	Baa2
Sale Amount \$30,000,000	
Expected Sale Date 04/22/13	
Rating Description Revenue: Government Enterprise	

Moody's Outlook STA

Opinion

NEW YORK, April 10, 2013 --Moody's Investors Service assigns a Baa2 to the Series 2013A and Series 2013B senior lien revenue bonds and a Baa3 to the Series 2013 subordinate lien revenue bonds of the Central Texas Regional Mobility Authority (CTRMA). We also have upgraded the parity senior lien bonds to Baa2 from Baa3 and the subordinate lien bonds to Baa3 from Ba1. The ratings carry a stable outlook.

RATINGS RATIONALE

The ratings upgrade for senior and subordinate lien bonds is based on the CTRMA's demonstrated ability to deliver and manage new toll road projects in a diverse, highly rated and growing service area (Austin, Aaa; Travis County, Aaa; Williamson County, Aa1); traffic and revenue ramp up generally in line with forecasts and expected steady continued revenue growth; and satisfactory forecasted debt service coverage ratios (DSCRs) for both liens; reasonable traffic and revenue growth assumptions; a fixed price construction contract for a phased expansion project (290E, also called Manor Expressway); strong legal covenants and an adopted toll plan of annual CPI-U indexed-based toll rate increases through 2035. These factors help mitigate construction and ramp-up risks associated with the US 290 project, nearly doubling outstanding debt, and continued, but slower than forecasted traffic ramp up of Phase II of the 183A. Available capitalized interest of \$37.7million; cash-funded debt service reserve funds (DSRFs) and Texas Department of Transportation (TxDOT) grant funds provide additional liquidity and credit strength.

USE OF PROCEEDS: The Series 2013A and 2013B senior lien and 2013 subordinate bonds advance refund the \$159.59

million Series 2005 senior bonds, the \$45 million 2010 subordinate lien Build America Bonds (BABs) and prepay the \$77 million 2005 TIFIA loan as well as cash-fund the DSRFs for the subordinate lien bonds. The TIFIA loan will be refunded into the senior lien (25%) and the subordinate lien (75%). TIFIA may be prepaid at par plus accrued interest and this avoids future accelerated pre-payments based on the CTRMA projected excess cash flow. The refunding also removes the MBIA (National) insurance insurer from the refunded bonds and yields an estimated \$10.68 million in net present value savings or about 5% of refunded bonds. The \$30 million Series 2013B are being issued as soft-put bonds with three year maturity schedule and a mandatory Tender Date of 1/4/2016.

LEGAL SECURITY: The senior lien bonds are secured by a first lien on net revenues of toll road system, consisting primarily of toll road revenues from the 183A and the US 290. The subordinate lien bonds are payable on a third lien basis following the payment of senior lien and junior lien debt service; however, there is no junior lien debt currently outstanding and none expected. Both senior and subordinate lien bonds have cash-funded debt service reserve funds.

INTEREST RATE DERIVATIVES: None, but authority will now have \$30 million in soft put bonds.

OUTLOOK

The rating outlook is stable based on our expectation that traffic and revenue will perform as forecasted and **no additional debt will be issued in the near term.**

WHAT COULD MAKE THE RATING GO UP

The bond rating could be positively impacted by traffic and revenue that exceeds the base case forecast beyond the ramp-up period, and provides higher than forecasted DSCRs. Completion of the 290 project ahead of schedule and below budget also could have a positive impact on the rating.

WHAT COULD MAKE THE RATING GO DOWN

The rating could be pressured downward by recurrence of **downturn in the service area economy** that would depress projected traffic and revenue growth significantly below forecasts and reduce DSCR below 1.5 times for senior bonds and below 1.2 times for subordinate bonds. The rating also could face downward pressure from the addition of debt-financed projects that add leverage and are not fully supported by new revenues, particularly give the currently the authority's very high ratio of debt to operating revenue.

STRENGTHS

- * Both 183A Phases were **completed on schedule and within budget** and Manor Expressway is under budget and scheduled to open several months early
- * Service area is **rapidly growing suburban area north** of City of Austin with relatively stable economy anchored in state government, higher education, healthcare and high technology industries that is recovering steadily from recession
- * Both 183A and 290 provide significant **travel time savings due to** heavily congested non-toll frontage road alternatives-all with traffic signals; traffic on Manor is well ahead of forecast for the first three months of operation
- * Reasonable traffic and revenue growth assumptions based on lower than historic population and employment growth rates in service area provide satisfactory projected debt service coverage under Moody's stress scenarios
- * Total debt service is fairly level, and gradually escalates to peak in 2025, then levels off
- * Satisfactory legal covenants include cash funded DSRFs for both senior and subordinate lien bonds
- * CTRMA has **rate-setting autonomy and** rates are currently programmed to increase annually based on CPI. Authority has independent rate-setting
- * **Strong current cash position** with board target of maintaining at **least one year of operations in unrestricted balances**

CHALLENGES

- *Traffic and revenue on 183A was about 10% lower than forecasted in FY 2011 and 2012 due to the recession-related

slowdown in service area construction, and delayed construction of two feeder roads at northern end of 183A , which are now open

* Some construction risk remains for Manor Expressway project, though substantially mitigated by design-build construction contracts; acquisition of all right-of-way; project contingencies and capitalized interest one year beyond expected project completion

*Limited, though expanding history of tolling in the Central Texas area; traffic ramp-up is somewhat dependent on ramp-up on other toll roads in the area constructed by Texas Turnpike Authority (TTA), though thus far actual performance is generally in line with forecast

*Authority has been identified as lead agency to develop new projects in the service area and these projects could designated as part of the CTRMA system (System designation can be done by official act of board of directors, but no additional bond financed projects are currently planned

* Regional economy has experienced a slowdown, affecting high tech industries in particular, though Austin area is recovering faster than many areas and unemployment rate of 5.9% is lowest level since 2008 and below both state and national levels

DETAILED CREDIT DISCUSSION/RECENT DEVELOPMENTS

The 183A Phase II project was completed and opened in April 2012, on schedule and within budget expectations. FY 2012 traffic and revenue have been about 10% lower than forecasted in 2011 due to slower development than expected and delayed construction of two feeder roads at the northern end of Phase II. However, these were recently completed and traffic growth has begun to accelerate with average weekday transactions reportedly up 37% over last year. Slower economic development along the corridor attributable to the recession; reduced employment and more local traffic patterns than forecasted due to commercial also contributed to lower than forecasted traffic growth.

The traffic consultant has revised downward the forecasted population and employment growth in the service area based on more conservative development assumptions on actual traffic on 183A. The revised growth rates are now lower than those forecasted by Capital Area Municipal Planning Organization (CAMPO). The traffic consultant's service area population growth forecast is 2.1% compared to CAMPO's 2.5% lower than CAMPO and the employment forecast 15% to 24% lower than latest CAMPO model and population growth through 2035. Moody's regards these more conservative forecasts underpinning traffic and revenue growth as reasonable, particularly given the travel time advantages of 183A relative to free alternatives ranging from four to eight minutes.

Full Build Phase II of the 6.2 mile Manor Expressway is currently under construction, under budget and expected to open ahead of schedule. The project is \$26 million under the \$426.4 million project budget with Phase II ROW 100% obtained and construction 56% complete. Phase I and Interim Milestone Phase II began tolling in January 2013 and average weekday transactions and revenue are coming in 100% higher than and approximately five years ahead of forecast. While the traffic consultant is not revising the underlying forecast assumptions, the 2014 revenue forecast has been adjusted to reflect the expected early opening of Full Build Phase II and implementation of tolling in August 2014 compared to the forecasted January 2015. The assumed three years of ramp-up may be faster than forecasted due to the 290's role as congestion reliever. The toll rate at opening will be 25.6 cents mile or \$1.59 for a full length trip, which is among the highest per mile rates for US toll roads, though we note time-savings is significant.

Manor Expressway faces limited competition as there is no highway east-west connection between SH-130 to the east and IH-35 to the west in north central Austin. Existing 290 frontage roads are congested and have six traffic signals (between 183 and 130).

Total 183A and 290 transaction growth forecast averages 8% from 2013 to 2023 and 3.4% from 2023 to 2033 and the revenue growth forecast averages 10.8% and 6.6%, respectively, including the programmed 3% annual rate increases. After 290 ramp-up ends in 2016 and through 2026, transaction growth is forecasted to average 6.6% annually and revenue growth 9.3% .

Management's base case forecast shows senior minimum DSCR of 1.8 times and 1.3 times for all debt. Moody's estimates that the project can withstand revenues that are 15% lower in every year than those projected and still provide for minimum 1.49 times coverage of senior debt and 1.06 times coverage for all debt. We believe this haircut is in line with the pressure that could accompany a moderate economic downturn and a five-year delay in development.

On a bond resolution basis FY 2012 senior DSCR was 2.02 times senior and total DSCR was 1.25 times and on a Moody's calculated basis 1.97 times and 1.22 times, including TIFIA debt repayment. The FY 2013 budget is conservative with estimated toll revenues of \$31.6 million compared to a forecasted \$37.6 million.

Liquidity was healthy at the end of FY 2012 with \$6.785 million unrestricted cash on hand (operating and general funds); \$9.45 million in TXDOT grant funds, which may be used for operations; cash-funded DSRFs of \$64.7 million; \$168 million in project construction funds and \$35.5 million capitalized interest, equivalent to 995 days cash on hand. As of February 28, 2013 balances were \$7.459 million in operating and general funds; \$9.461 million in the grant fund; \$68 million in construction funds and \$22.5 million in capitalized interest in addition to cash funded DSRFs.

The service area economy performing well according to Moody's Economy.com and Austin is expanding at a firm pace. Employment is growing at more than twice the national rate, and payrolls are now 6% above their prerecession peak. Most industries are advancing, with professional services leading the way. Even state government, which plays an above-average role in the local economy and had been declining since mid- 2010 under the pressure of the state budget deficit, has now bottomed out. The unemployment rate has declined to 5.8%, its lowest level since late 2008, and the labor force is growing strongly. Austin's economy will expand at a steady pace in 2013, bolstered by significant gains in professional and information technology-related services. Housing will strengthen measurably, particularly multifamily, supported by job gains, a young working age population, and good credit quality. Longer term, a well-educated labor force, high concentration of technology businesses, and strong population gains will enable Austin to perform better than the state and nation.

CTRMA is the lead transportation planning and financing agency in the Austin Metro Area and as such has first right of refusal for projects in its service area. The agency does not, however, expect to debt finance any new projects over the next three years. Additional debt financed projects could place downward pressure on the ratings.

The authority and TxDOT have executed two Financial Assistance Agreements for the 290 project that provides for TxDOT to make \$128.9 million available in quarterly payments over a period of five fiscal years. A portion of the funds are to be used to pay costs of construction the Manor Expressway Project. The TxDOT Grant Funds are not subject to repayment but the authority is required to use surplus revenues, if any, from the project to pay costs of other transportation projects in an amount up to the amount of the funds granted.

CTRMA BACKGROUND/GOVERNANCE

CTRMA was the first regional mobility authority formed in Texas in 2002 to improve transportation networks in Travis and Williamson Counties. CTRMA is identified by CAMPO as the lead agency for lead transportation planning and financing agency in Austin Metro Area and has first right of first refusal on all major transportation projects.

The authority built and operates the US 183A Project Phase I and Phase II . 183A is 11.6 mile limited access toll road roughly parallel to existing US 183 northwest of the City of Austin, Williamson, and Travis counties connecting at its southern end to the western end of SH 45. CTRMA projects are part of an integrated system of new toll roads in the greater Austin area. Authority also operates Phase I and Interim Milestone Phase II of the Manor Expressway in Austin and Travis County which was built with TX DOT funds and began tolling in January 2013 and is constructing Full Build Phase II. The Manor Expressway is a 6.2 mile project with tolled mainlines and non-tolled frontage roads. Full Build Phase II construction is in construction and under budget with expected project completion in May 2014 and tolling expected in August 2014 compared to previously forecasted in January 2015.

CTRMA is overseen by a seven-member Board of Directors. The chairman is appointed by the Governor. The County Commissioners of Travis and Williamson counties each appoint three board members.

KEY INDICATORS:

Type of toll road: Multi-asset start-up toll road, primarily passenger cars

Toll rate, 183A: 24.7 cents/mile

Toll rate, 290E: 25.6 cents/mile at Full Build Phase II completion

Actual Population CAGR 2000-2010: [1] 2.5%

Revised Population CAGR through 2035: 2.1%[1]

Total forecast AAG transaction growth, 2013-2023/2023-33: 8%/3.5%

Total forecast AAG revenue growth:, 2013-2023/2023-33: 10.9%/6.5%

FY 2012 Senior/total Bond ordinance DSCR: 2.02/1.25x



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #14 SUMMARY

EXECUTIVE SESSION

Executive Session:

Discuss legal issues relating to legislation proposed to the 83rd Texas Legislature that could affect the Mobility Authority or its operations, pursuant to §551.071 (Consultation with Attorney; Closed Meeting).



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #15 SUMMARY

EXECUTIVE SESSION

Executive Session:

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



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #16 SUMMARY

EXECUTIVE SESSION

Executive Session:

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



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #17 SUMMARY

EXECUTIVE SESSION

Executive Session:

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