



**CENTRAL TEXAS
Regional Mobility Authority**

Regular Meeting of the Board of Directors

9:00 a.m.

Wednesday, March 30, 2016

Lowell H. Lebermann, Jr., Board Room
3300 N. IH-35, Suite 300
Austin, Texas 78705

*A live video stream of this meeting may be viewed on the internet
at www.mobilityauthority.com*

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.

Consent Agenda

*See **Notes** at the end of this agenda.*

Regular Items

Items to discuss, consider, and take appropriate action.

3. Approve the minutes for the February 24, 2016, Regular Board Meeting.
4. Accept the financial statements for February 2016.
5. Award a contract for general engineering consulting services.
6. Approve an Interlocal Agreement for the adjustment and relocation of City of Austin Water and Wastewater System utilities in connection with the 183 South Project.

7. Award a professional services contract to provide design services for the 290E/ SH130 direct connectors.
8. Approve an amendment to the Zellmer McConnell MoPac Express Lane Information outreach contract.
9. Approve First Amendment to the Transportation Infrastructure Finance and Innovation (TIFIA) Agreement.

Briefings and Reports

Items for briefing and discussion. No action will be taken by the Board.

10. Project updates.
 - A. MoPac Improvement Project.
 - B. 183 South Project.
 - C. SH 45 SW.
11. Public outreach for projects.
12. Express lanes/Park and Ride.
13. Value Pricing Pilot Program – Texas Transportation Institute (VPPP – TTI) Presentation on Project Findings.
14. Executive Director’s Report.

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:

15. Discuss acquisition of one or more parcels or interests in real property needed for the Bergstrom Expressway (183 South) Project and the US 290 E Project and related legal issues, including consideration of the use of eminent domain to condemn property, pursuant to §551.072 (Deliberation Regarding Real Property; Closed Meeting) and §551.071 (Consultation With Attorney; Closed Meeting).

16. 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).
17. Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects, as authorized by §551.071 (Consultation with Attorney).
18. Discuss personnel matters as authorized by §551.074 (Personnel Matters).

Reconvene in Open Session.

Regular Items

Items to discuss, consider, and take appropriate action.

19. Adjourn Meeting.

Notes

Opportunity for Public Comment. At the beginning and at the end 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.

Consent Agenda. The Consent Agenda includes routine or recurring items for Board action with a single vote. The Chairman or any Board Member may defer action on a Consent Agenda item for discussion and consideration by the Board with the other Regular Items.

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 Laura Bohl at (512) 996-9778 at least two days before the meeting so that appropriate arrangements can be made.

Español. Si desea recibir asistencia gratuita para traducir esta información, llame al (512) 996-9778.



**CENTRAL TEXAS
Regional Mobility Authority**

March 30, 2016
AGENDA ITEM # 1

Welcome and opening remarks by the
Chairman and members of the Board of
Directors.

Welcome, Opening Remarks and Board Member Comments

Board Action Required: No



**CENTRAL TEXAS
Regional Mobility Authority**

March 30, 2016
AGENDA ITEM # 2

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: None.



**CENTRAL TEXAS
Regional Mobility Authority**

March 30, 2016
AGENDA ITEM # 3

Approve the minutes for the February 24, 2016
Regular Board Meeting.

Strategic Plan Relevance: Regional Mobility
Department: Legal
Contact: Geoffrey Petrov, General Counsel
Associated Costs: N/A
Funding Source: N/A
Action Requested: Consider and act on motion to approve minutes

Summary:

Approve the attached draft minutes for the February 24, 2016 Regular Board Meeting.

Backup provided: Draft Minutes, February 24, 2016 Regular Board Meeting

MINUTES
Regular Meeting of the Board of
Directors of the
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
Wednesday, February 24, 2016
9:00 A.M.

The meeting was held in the Mobility Authority's Lowell H. Lebermann, Jr. Board Room at 3300 N. Interstate 35, #300, Austin, Texas 78705-1849. Notice of the meeting was posted February 18, 2016 at the respective County Courthouses of Williamson and Travis Counties; online on the website of the Mobility Authority; and in the Mobility Authority's office lobby at 3300 N. Interstate 35, #300, Austin, Texas 78705-1849.

**An archived copy of the live-streamed video of this meeting
is available at:**

<http://www.mobilityauthority.com/about/vod.php>

1. Welcome and Opening Remarks by Chairman Ray Wilkerson.

After noting that a quorum of the Board was present, Chairman Ray Wilkerson called the meeting to order at 9:01 a.m. with the following Board members present: James H. Mills, David B. Armbrust, David Singleton, Nikelle Meade.

2. Opportunity for Public Comment.

Public comment by A.J. Bingham, Director of Governmental Affairs with Real Estate Council of Austin.

Consent Board Items

Chairman Ray Wilkerson presented Items 3 through 10 for Board consideration as the consent agenda:

MOTION: Approval of consent agenda items 3-10.
RESULT: Approved (Unanimous); 5-0
MOTION BY: David Singleton
SECOND BY: Jim Mills
AYE: Wilkerson, Mills, Meade, Armbrust, and Singleton.
NAY: None

3. Approve Amendment No. 1 to the Advanced Funding Agreement with TxDOT for Highway Emergency Response Operator Patrol Services (HERO Program).

ADOPTED AS: RESOLUTION NO. 16-006

4. Approve Amendment No. 6 to the Agreement for HERO Program.

ADOPTED AS: RESOLUTION NO. 16-007

5. Approve Supplement No. 2 to Work Authorization No. 12 for HNTB for services related to the HERO Program.

ADOPTED AS: RESOLUTION NO. 16-008

6. Approve a new Interoperability Agreement that allows for out of state participation and adjusts the existing interoperability fee structure.

ADOPTED AS: RESOLUTION NO. 16-009

7. Award Work Authorization No. 2 and amend Work Authorization No.1 to extend the current project schedule for survey quality assurance services for the 183 South Project.

ADOPTED AS: RESOLUTION NO. 16-010

8. Award Work Authorization No. 2 and amend Work Authorization No.1 to extend the current project schedule for construction inspection services for the 183 South Project.

ADOPTED AS: RESOLUTION NO. 16-011

9. Award Work Authorization No. 2 and amend Work Authorization No.1 to extend the current project schedule for materials acceptance testing for the 183 South Project.

ADOPTED AS: RESOLUTION NO. 16-012

10. Approve an agreement with the Texas Department of Transportation (TxDOT) to authorize the Mobility Authority connection to and use of the TxDOT telecommunications network for the SH 71 Express Toll Lane Project.

ADOPTED AS: RESOLUTION NO. 16-013

Regular Board Items

11. Approve the minutes for the January 27, 2016, Regular Board Meeting.

MOTION: Approval for January 27, 2016, Board Meeting minutes.

RESULT: Approved (Unanimous); 5

MOTION BY: Jim Mills

SECONDED BY: Nikelle Meade

AYE: Wilkerson, Mills, Meade, Armbrust, and Singleton.

NAY: None

12. Approve the minutes for the February 16, 2016, Special Called Board Meeting.

MOTION: Approval for the February 16, 2016, Special Called Board Meeting minutes.
RESULT: Approved (Unanimous); 5
MOTION BY: David Singleton
SECONDED BY: David Armbrust
AYE: Wilkerson, Mills, Meade, Armbrust, and Singleton.
NAY: None

***NOTE:** Bob Bennett joined the board meeting at 9:06 a.m.*

13. Accept the financial statements for January 2016.

Speaking on: Mary Temple, Controller

MOTION: Accept the financial statements for January 2016.
RESULT: Approved (Unanimous); 6-0
MOTION BY: Nikelle Meade
SECONDED BY: David Armbrust
AYE: Wilkerson, Armbrust, Mills, Singleton, Meade, Bennett
NAY: None
ADOPTED AS: **RESOLUTION NO. 16-015**

14. Authorize the issuance, sale and delivery of Central Texas Regional Mobility Authority Senior Lien Revenue Refunding Bonds, Series 2016, in accordance with specified parameters.

MOTION: Authorize the issuance, sale and delivery of Central Texas Regional Mobility Authority Senior Lien Revenue Refunding Bonds, Series 2016, in accordance with specified parameters.

Speaking on: Bill Chapman, Chief Financial Officer

RESULT: Approved (Unanimous); 6-0
MOTION BY: Bob Bennett
SECONDED BY: David Singleton
AYE: Wilkerson, Armbrust, Mills, Singleton, Meade, Bennett
NAY: None
ADOPTED AS: **RESOLUTION NO. 16-014**

Briefing and Discussion on the Following:

15. MoPac Improvement Project.

Speaking on: Steve Pustelnyk Director of Community Relations

16. Public Outreach for Projects

Speaking on: Dee Anne Heath, Director of Communications

17. General Engineering Consultant Procurement

Speaking on: Justin Word, P.E., Director of Engineering.

18. 45SW Construction Engineering & Inspection Procurement

Speaking on: Justin Word, P.E., Director of Engineering

19. Executive Director's Report.

A. Project/Other Updates.

Speaking on: Mike Heiligenstein Executive Director

B. Public Information Coordinator.

Speaking on: Mike Heiligenstein Executive Director

Executive Session Pursuant to Government Code, Chapter 551

Chairman Wilkerson announced in open session at 10:04 a.m. that the Board would recess the open meeting and reconvene in Executive Session to deliberate the following items:

The Board then recessed into an executive session in the Travis Conference Room.

20. Discuss acquisition of one or more parcels or interests in real property needed for the Bergstrom Expressway (183 South) Project and the US 290 E Project and related legal issues, including consideration of the use of eminent domain to condemn property, pursuant to §551.072 (Deliberation Regarding Real Property; Closed Meeting) and §551.071 (Consultation With Attorney; Closed Meeting).

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).

After completing the executive session, the Board reconvened in open meeting at 11:11 a.m. in the Lebermann Board Room.

After confirming that no member of the public wished to address the Board, Chairman Wilkerson declared the meeting adjourned at 11:12 am.



**CENTRAL TEXAS
Regional Mobility Authority**

March 30, 2016
AGENDA ITEM # 4

Accept the financial statements for
February 2016.

Department: Finance
Contact: Bill Chapman, Chief Financial Officer
Action Requested: Consider and act on draft resolution

Summary:

Presentation and acceptance of the monthly financial statements for February 2016.

Backup provided: Draft Financial Statements for February 2016.
Draft Resolution

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

RESOLUTION NO. 16-0XX

ACCEPT THE FINANCIAL STATEMENTS FOR FEBRUARY 2016.

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 February 2016, and has caused Financial Statements to be prepared and attached to this resolution as Exhibit 1.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the Financial Statements for February 2016, attached as Exhibit 1.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30TH day of March 2016.

Submitted and reviewed by:

Approved:

Geoffrey S. Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

Exhibit 1

Financial Statements for February 2016

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

| Account Name | Budget Amount FY 2016 | Actual Year to Date 2/29/2016 | Percent of Budget | Actual PY to Date 3/1/2015 |
|--------------------------------|-----------------------------|-------------------------------------|-------------------------|----------------------------------|
| Revenue | | | | |
| Operating Revenue | | | | |
| Toll Revenue-TxTag-183A | 32,107,731 | 18,330,846 | 57.09% | 17,116,288 |
| Toll Revenue-HCTRA-183A | 1,678,072 | 1,602,431 | 95.49% | 1,056,342 |
| Toll Revenue-NTTA-183A | 1,425,660 | 2,607,579 | 182.90% | 626,198 |
| Toll Revenue-TxTag-Manor | 8,014,417 | 6,129,109 | 76.48% | 5,073,682 |
| Toll Revenue-HCTRA Manor | 1,561,572 | 1,207,452 | 77.32% | 1,111,395 |
| Toll Revenue-NTTA-Manor | 392,459 | 390,668 | 99.54% | 229,413 |
| Video Tolls 183A | 9,541,998 | 5,304,819 | 55.59% | 4,592,606 |
| Video Tolls Manor Expressway | 4,334,167 | 2,118,985 | 48.89% | 1,603,535 |
| Fee revenue 183A | 2,471,500 | 2,073,591 | 83.90% | 1,357,114 |
| Fee revenue Manor Expressway | 885,000 | 1,037,485 | 117.23% | 606,592 |
| Total Operating Revenue | 62,412,575 | 40,802,965 | 65.38% | 33,373,163 |
| | | | | |
| Other Revenue | | | | |
| Interest Income | 250,000 | 316,130 | 126.45% | 214,463 |
| Grant Revenue | 3,130,258 | 39,897,833 | 1274.59% | 85,646,817 |
| Reimbursed Expenditures | - | 2,849 | - | - |
| Misc Revenue | - | 48,322 | - | 15,959 |
| Total Other Revenue | 3,380,258 | 40,265,134 | 1191.19% | 85,877,239 |
| Total Revenue | \$ 65,792,833 | \$ 81,068,099 | 123.22% | 119,250,402 |

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

| Account Name | Budget Amount FY 2016 | Actual Year to Date 2/29/2016 | Percent of Budget | Actual PY to Date 3/1/2015 |
|---------------------------------|-----------------------------|-------------------------------------|-------------------------|----------------------------------|
| Expenses | | | | |
| Salaries and Wages | | | | |
| Salary Expense-Regular | 2,710,710 | 1,876,406 | 69.22% | 1,556,262 |
| Part Time Salary Expense | 36,000 | - | - | - |
| Overtime Salary Expense | 3,000 | - | - | - |
| Salary Reserve | 40,000 | - | - | - |
| TCDRS | 349,552 | 257,097 | 73.55% | 208,925 |
| FICA | 109,682 | 79,082 | 72.10% | 58,761 |
| FICA MED | 34,956 | 27,341 | 78.22% | 22,684 |
| Health Insurance Expense | 232,154 | 170,410 | 73.40% | 131,295 |
| Life Insurance Expense | 6,468 | 2,946 | 45.54% | 2,806 |
| Auto Allowance Expense | 10,200 | 6,800 | 66.67% | 425 |
| Other Benefits | 203,942 | 141,347 | 69.31% | 112,223 |
| Unemployment Taxes | 14,400 | 276 | 1.92% | 4,016 |
| Total Salaries and Wages | 3,751,064 | 2,561,705 | 68.29% | 2,097,397 |

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

| Account Name | Budget Amount FY 2016 | Actual Year to Date 2/29/2016 | Percent of Budget | Actual PY to Date 3/1/2015 |
|---|-----------------------------|-------------------------------------|-------------------------|----------------------------------|
| Administrative | | | | |
| Administrative and Office Expenses | | | | |
| Accounting | 7,500 | 14,245 | 189.94% | 5,125 |
| Auditing | 75,000 | 36,247 | 48.33% | 51,888 |
| Human Resources | 50,000 | 3,288 | 6.58% | 81,365 |
| IT Services | 64,000 | 32,280 | 50.44% | 37,167 |
| Internet | 1,700 | 3,722 | 218.95% | 961 |
| Software Licenses | 76,100 | 22,157 | 29.12% | 18,880 |
| Cell Phones | 13,600 | 7,359 | 54.11% | 7,624 |
| Local Telephone Service | 13,000 | 7,512 | 57.79% | 9,677 |
| Overnight Delivery Services | 850 | 102 | 12.03% | 128 |
| Local Delivery Services | 900 | 250 | 27.81% | - |
| Copy Machine | 12,000 | 9,612 | 80.10% | 7,296 |
| Repair & Maintenance-General | 1,000 | 2,034 | 203.40% | 965 |
| Meeting Facilities | 250 | - | - | - |
| Community Meeting/ Events | 2,000 | 616 | 30.80% | - |
| Meeting Expense | 15,000 | 4,887 | 32.58% | 5,743 |
| Public Notices | 2,000 | - | - | - |
| Toll Tag Expense | 1,700 | 594 | 34.95% | 863 |
| Parking | 3,475 | 2,209 | 63.58% | 2,182 |
| Mileage Reimbursement | 9,600 | 3,227 | 33.61% | 3,603 |
| Insurance Expense | 180,000 | 84,566 | 46.98% | 61,258 |
| Rent Expense | 525,000 | 251,124 | 47.83% | 252,810 |
| Legal Services | 220,000 | 96,071 | 43.67% | 89,614 |
| Total Administrative and Office Expenses | 1,274,675 | 582,104 | 45.67% | 637,147 |
| Office Supplies | | | | |
| Books & Publications | 5,950 | 297 | 5.00% | 1,755 |
| Office Supplies | 12,000 | 14,649 | 122.08% | 6,275 |
| Computer Supplies | 20,200 | 10,224 | 50.62% | 8,466 |
| Copy Supplies | 2,200 | 1,294 | 58.83% | 939 |
| Other Reports-Printing | 13,000 | 5,088 | 39.14% | 553 |
| Office Supplies-Printed | 2,700 | 2,907 | 107.66% | 1,073 |
| Misc Materials & Supplies | 3,000 | 387 | 12.91% | 538 |
| Postage Expense | 5,850 | 382 | 6.53% | 440 |
| Total Office Supplies | 64,900 | 35,229 | 54.28% | 20,039 |

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

| Account Name | Budget Amount FY 2016 | Actual Year to Date 2/29/2016 | Percent of Budget | Actual PY to Date 3/1/2015 |
|--|-----------------------------|-------------------------------------|-------------------------|----------------------------------|
| Communications and Public Relations | | | | |
| Graphic Design Services | 50,000 | 18,008 | 36.02% | 5,546 |
| Website Maintenance | 100,000 | 12,403 | 12.40% | 4,385 |
| Research Services | 50,050 | - | - | 3,577 |
| Communications and Marketing | 250,000 | 124,768 | 49.91% | 122,838 |
| Advertising Expense | 225,200 | 105,193 | 46.71% | 52,823 |
| Direct Mail | 10,000 | 380 | 3.80% | 420 |
| Video Production | 20,000 | 34,229 | 171.14% | - |
| Photography | 10,000 | 8,950 | 89.50% | - |
| Radio | 10,000 | - | - | - |
| Other Public Relations | 27,500 | 3,500 | 12.73% | - |
| Promotional Items | 17,500 | 8,322 | 47.55% | 6,979 |
| Displays | 5,000 | - | - | 159 |
| Annual Report printing | 14,000 | - | - | - |
| Direct Mail Printing | 11,300 | - | - | - |
| Other Communication Expenses | 1,500 | 660 | 43.98% | 5,422 |
| Total Communications and Public Relations | 802,050 | 316,411 | 39.45% | 202,148 |
| Employee Development | | | | |
| Subscriptions | 1,500 | 2,840 | 189.36% | 1,051 |
| Memberships | 49,300 | 34,085 | 69.14% | 30,723 |
| Continuing Education | 4,550 | 3,000 | 65.93% | 6,520 |
| Other Licenses | 950 | 430 | 45.26% | 457 |
| Seminars and Conferences | 41,000 | 12,261 | 29.90% | 23,531 |
| Travel | 88,000 | 44,987 | 51.12% | 23,435 |
| Total Employee Development | 185,300 | 97,604 | 52.67% | 85,717 |

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

| Account Name | Budget Amount FY 2016 | Actual Year to Date 2/29/2016 | Percent of Budget | Actual PY to Date 3/1/2015 |
|--|-----------------------------|-------------------------------------|-------------------------|----------------------------------|
| Financing and Banking Fees | | | | |
| Trustee Fees | 16,000 | 3,225 | 20.16% | - |
| Bank Fee Expense | 8,000 | 3,838 | 47.98% | 3,559 |
| Continuing Disclosure | 10,000 | - | - | 15,647 |
| Arbitrage Rebate Calculation | 8,000 | 3,685 | 46.06% | 7,970 |
| Loan Fee Expense | 5,000 | - | - | - |
| Rating Agency Expense | 50,000 | 14,000 | 28.00% | 13,500 |
| Total Financing and Banking Fees | 97,000 | 24,748 | 25.51% | 40,676 |
| Total Administrative | 2,423,925 | 1,056,095 | 43.57% | 985,727 |
| Operations and Maintenance | | | | |
| Operations and Maintenance Consulting | | | | |
| General Engineering Consultant | 250,000 | - | - | (5,718) |
| GEC-Trust Indenture Support | 142,000 | 75,625 | 53.26% | 88,398 |
| GEC-Financial Planning Support | 10,000 | - | - | 5,436 |
| GEC-Toll Ops Support | 20,000 | 3,180 | 15.90% | 7,522 |
| GEC-Roadway Ops Support | 261,000 | 268,020 | 102.69% | 206,183 |
| GEC-Technology Support | 15,000 | 36,131 | 240.88% | - |
| GEC-Public Information Support | - | 13,334 | - | 738 |
| GEC-General Support | 318,000 | 225,952 | 71.05% | 227,033 |
| General System Consultant | 175,000 | 113,192 | 64.68% | 85,719 |
| Traffic and Revenue Consultant | 60,000 | 66,553 | 110.92% | 28,015 |
| Total Ops and Mtce Consulting | 1,251,000 | 801,988 | 64.11% | 643,327 |
| Road Operations and Maintenance | | | | |
| Roadway Maintenance | 1,800,000 | 320,828 | 17.82% | 413,452 |
| Landscape Maintenance | 110,000 | 108,103 | 98.28% | 121,908 |
| Signal & Illumination Maint | 20,000 | 113,316 | 566.58% | 54,313 |
| Maintenance Supplies-Roadway | 30,000 | 68,470 | 228.23% | 251 |
| Tools & Equipment Expense | 250 | 475 | 190.16% | 227 |
| Gasoline | 6,000 | 1,541 | 25.68% | 1,646 |
| Repair & Maintenance-Vehicles | 1,500 | 7,190 | 479.35% | 1,902 |
| Roadway Operations | - | 521 | - | - |
| Electricity - Roadways | 160,000 | 96,723 | 60.45% | 71,976 |

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

| Account Name | Budget Amount FY 2016 | Actual Year to Date 2/29/2016 | Percent of Budget | Actual PY to Date 3/1/2015 |
|---|-----------------------------|-------------------------------------|-------------------------|----------------------------------|
| Total Road Operations and Maintenance | 2,127,750 | 717,168 | 33.71% | 665,675 |
| Toll Processing and Collection Expense | | | | |
| Image Processing | 4,527,740 | 1,218,931 | 26.92% | 1,463,725 |
| Tag Collection Fees | 2,823,744 | 1,991,728 | 70.54% | 1,379,956 |
| Court Enforcement Costs | 30,000 | 7,575 | 25.25% | 13,955 |
| DMV Lookup Fees | 4,000 | 1,424 | 35.60% | 1,702 |
| Total Toll Processing and Collections | 7,385,484 | 3,219,658 | 43.59% | 2,859,338 |
| Toll Operations Expense | | | | |
| Facility maintenance | - | 787 | - | 67 |
| Generator Maintenance | 10,000 | 3,662 | 36.62% | 6,300 |
| Generator Fuel | 6,000 | 1,291 | 21.51% | 749 |
| Fire and Burglar Alarm | 500 | 247 | 49.35% | 247 |
| Elevator Maintenance | 2,800 | - | - | - |
| Refuse | 800 | 512 | 63.97% | 465 |
| Pest Control | 1,600 | 3,074 | 192.14% | 896 |
| Custodial | 2,000 | 1,313 | 65.63% | 2,081 |
| Telecommunications | 80,000 | 49,305 | 61.63% | 52,890 |
| Water | 8,000 | 6,619 | 82.74% | 2,995 |
| Electricity | - | - | - | 10,166 |
| Repair & Maintenance Toll Equip | 500,000 | 299,375 | 59.87% | - |
| Law Enforcement | 265,225 | 132,519 | 49.96% | 124,940 |
| ETC Maintenance Contract | 1,368,000 | 910,200 | 66.54% | 682,808 |
| ETC Testing | 70,000 | - | - | - |
| Total Toll Operations | 2,314,925 | 1,408,903 | 60.86% | 884,604 |
| Total Operations and Maintenance | 13,079,159 | 6,147,717 | 47.00% | 5,052,944 |
| Other Expenses | | | | |
| Special Projects and Contingencies | | | | |
| HERO | 1,400,000 | 796,572 | 56.90% | 725,745 |
| Special Projects | 200,000 | 587,196 | 293.60% | 312,861 |
| Other Contractual Svcs | 130,000 | 28,369 | 21.82% | 35,104 |
| Contingency | 165,000 | 12,195 | 7.39% | - |

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

| Account Name | Budget Amount FY 2016 | Actual Year to Date 2/29/2016 | Percent of Budget | Actual PY to Date 3/1/2015 |
|---|-----------------------------|-------------------------------------|-------------------------|----------------------------------|
| Total Special Projects and Contingencies | 1,895,000 | 1,424,333 | 75.16% | 1,073,710 |
| Non Cash Expenses | | | | |
| Amortization Expense | 275,000 | 255,487 | 92.90% | 177,768 |
| Amort Expense - Refund Savings | 1,030,000 | 685,240 | 66.53% | 685,240 |
| Dep Exp- Furniture & Fixtures | 5,000 | 736 | 14.72% | - |
| Dep Expense - Equipment | 15,000 | 6,172 | 41.15% | 5,814 |
| Dep Expense - Autos & Trucks | 10,000 | 3,244 | 32.44% | 4,599 |
| Dep Expense-Buildng & Toll Fac | 200,000 | 118,077 | 59.04% | 118,077 |
| Dep Expense-Highways & Bridges | 20,000,000 | 11,255,742 | 56.28% | 11,075,389 |
| Dep Expense-Communic Equip | 250,000 | 130,743 | 52.30% | 130,743 |
| Dep Expense-Toll Equipment | 3,000,000 | 1,835,479 | 61.18% | 1,828,559 |
| Dep Expense - Signs | 350,000 | 217,262 | 62.07% | 214,914 |
| Dep Expense-Land Improvemts | 900,000 | 589,956 | 65.55% | 583,323 |
| Depreciation Expense-Computers | 28,000 | 10,910 | 38.96% | 18,231 |
| Total Non Cash Expenses | 26,063,000 | 15,109,047 | 57.97% | 14,842,657 |
| Total Other Expenses | 27,958,000 | 16,533,380 | 59.14% | 15,916,367 |
| Non Operating Expenses | | | | |
| Non Operating Expense | | | | |
| Bond issuance expense | 200,000 | 142,339 | 71.17% | 142,339 |
| Interest Expense | 44,660,046 | 27,799,687 | 62.25% | 27,474,214 |
| Community Initiatives | 65,000 | 35,000 | 53.85% | 46,000 |
| Total Non Operating Expense | 44,925,046 | 27,977,026 | 62.27% | 27,662,553 |
| Total Expenses | \$ 92,137,194 | \$ 54,275,923 | 58.91% | \$ 51,714,988 |
| Net Income | \$ (26,344,361) | \$ 26,792,177 | | \$ 67,535,414 |

Central Texas Regional Mobility Authority

Balance Sheet

as of 2/29/2016

as of 2/28/2015

Assets

Current Assets

Cash

| | | |
|---------------------------|-----------|-----------|
| Regions Operating Account | \$747,217 | \$600,126 |
| Cash In TexSTAR | 581,879 | 681,021 |
| Regions Payroll Account | 135,853 | 74,913 |

Restricted Cash

| | | |
|-------------------------|-------------|-------------|
| Fidelity Govt MMA | 424,345,449 | 235,682,245 |
| Restricted Cash-TexStar | 7,026,209 | 8,967,933 |
| Overpayments account | 128,083 | 71,316 |

Total Cash and Cash Equivalents

432,964,689 246,077,554

Accounts Receivable

| | | |
|---------------------|-----------|------------|
| Accounts Receivable | 14,485 | 85,880 |
| Due From TTA | 591,871 | 370,332 |
| Due From NTTA | 384,195 | 292,501 |
| Due From HCTRA | 343,530 | 516,024 |
| Due From TxDOT | 6,701,684 | 27,061,036 |
| Interest Receivable | 142,518 | 73,250 |

Total Receivables

8,178,283 28,399,023

Short Term Investments

| | | |
|----------|-------------|------------|
| Agencies | 114,958,510 | 19,785,711 |
|----------|-------------|------------|

Total Short Term Investments

114,958,510 19,785,711

Total Current Assets

556,101,481 294,262,289

Total Construction In Progress

267,216,402 115,673,702

Fixed Assets (Net of Depreciation)

| | | |
|-------------------------------|-------------|-------------|
| Computers | 45,672 | 63,295 |
| Computer Software | 1,266,641 | 1,010,019 |
| Furniture and Fixtures | 15,819 | - |
| Equipment | (2,800) | 5,057 |
| Autos and Trucks | 22,956 | 2,874 |
| Buildings and Toll Facilities | 5,526,692 | 5,714,699 |
| Highways and Bridges | 613,936,244 | 610,920,188 |
| Communication Equipment | 283,793 | 441,259 |
| Toll Equipment | 18,175,441 | 20,791,206 |
| Signs | 11,364,987 | 11,548,833 |
| Land Improvements | 11,803,851 | 12,486,484 |
| Right of Way | 86,849,829 | 85,152,004 |
| Leasehold Improvements | 167,825 | 185,927 |

Total Fixed Assets

749,456,950 748,321,845

Other Assets

| | | |
|---------------------------|------------|------------|
| Intangible Assets-Net | 12,215,183 | 13,243,043 |
| 2005 Bond Insurance Costs | 4,786,143 | 4,999,651 |
| Prepaid Insurance | 82,868 | 52,890 |

Total Other Assets

17,084,194 18,295,585

Total Assets

\$1,589,859,028 \$1,176,553,420

Central Texas Regional Mobility Authority

Balance Sheet

as of 2/29/2016

as of 2/28/2015

Liabilities

Current Liabilities

| | | |
|--------------------------------|-----------|-----------|
| Accounts Payable | \$816,494 | \$957,923 |
| Construction Payable-Maha Loop | 3,029,808 | 6,536,651 |
| Overpayments | 130,247 | 73,117 |
| Interest Payable | 9,509,577 | 6,639,246 |
| Due to Other Funds | 103,701 | - |
| TCDRS Payable | 50,186 | 41,166 |
| Medical Reimbursement Payable | 2,160 | - |
| Due to Other Entities | 660,166 | 954,175 |
| Other | 650,000 | - |

| | | |
|----------------------------------|------------|------------|
| Total Current Liabilities | 14,952,338 | 15,202,278 |
|----------------------------------|------------|------------|

Long Term Liabilities

| | | |
|----------------------------------|---------|---------|
| Accrued Vac & Sick Leave Payable | 189,089 | 189,089 |
| Total Long Term Payables | 189,089 | 189,089 |

Bonds Payable

Senior Lien Revenue Bonds:

| | | |
|--------------------------------|-------------|-------------|
| Senior Lien Revenue Bonds 2010 | 114,378,536 | 110,453,485 |
| Senior Lien Revenue Bonds 2011 | 309,227,006 | 308,426,101 |
| Senior Refunding Bonds 2013 | 147,880,000 | 182,555,000 |
| Senior Lien Revenue Bonds 2015 | 298,790,000 | - |
| Senior Lien Put Bnd 2015 | 68,785,000 | - |
| Sn Lien Rev Bnd Prem/Disc 2010 | 25,908 | 66,339 |
| Sn Lien Rev Bnd Prem/Disc 2011 | (3,301,620) | (3,482,996) |
| Sn Lien Rev Bnd Prem/Disc 2013 | 12,738,041 | 15,067,877 |
| Sn Lien Revenue Bnd Prem 2015 | 23,569,193 | - |
| Sn Lien Put Bnd Prem 2015 | 8,074,316 | - |

| | | |
|--|-------------|-------------|
| Total Senior Lien Revenue Bonds | 980,166,380 | 613,085,807 |
|--|-------------|-------------|

Sub Lien Revenue Bonds:

| | | |
|------------------------------|-------------|-------------|
| Subordinated Lien Bond 2011 | 70,000,000 | 70,000,000 |
| Sub Refunding Bnds 2013 | 102,030,000 | 102,530,000 |
| Sub Lien Bond 2011 Prem/Disc | (1,723,720) | (1,821,701) |
| Sub Refunding 2013 Prem/Disc | 2,975,868 | 3,462,424 |

| | | |
|-----------------------------------|-------------|-------------|
| Tot Sub Lien Revenue Bonds | 173,282,148 | 174,170,723 |
|-----------------------------------|-------------|-------------|

Other Obligations

| | | |
|------------------------------|-----------|-----------|
| TIFIA Note 2015 | 50,618 | - |
| SIB Loan 2015 | 31,572 | - |
| State Highway Fund Loan 2015 | 31,572 | - |
| 2011 Regions Draw Down Note | - | 1,730,258 |
| 2013 American Bank Loan | 5,300,000 | 5,300,000 |

| | | |
|--------------------------------|-----------|-----------|
| Total Other Obligations | 5,413,763 | 7,030,258 |
|--------------------------------|-----------|-----------|

| | | |
|------------------------------------|---------------|-------------|
| Total Long Term Liabilities | 1,159,051,380 | 794,475,877 |
|------------------------------------|---------------|-------------|

| | | |
|--------------------------|---------------|-------------|
| Total Liabilities | 1,174,003,718 | 809,678,155 |
|--------------------------|---------------|-------------|

Net Assets

| | | |
|-------------------------|-------------|-------------|
| Contributed Capital | 35,847,060 | 35,847,060 |
| Net Assets Beginning | 353,216,073 | 263,492,791 |
| Current Year Operations | 26,792,177 | 67,535,414 |
| Total Net Assets | 415,855,310 | 366,875,265 |

| | | |
|---|-----------------|-----------------|
| Total Liabilities and Net Assets | \$1,589,859,028 | \$1,176,553,420 |
|---|-----------------|-----------------|

Central Texas Regional Mobility Authority
Statement of Cash Flows - FY 2016
as of February 29, 2016

Cash flows from operating activities:

| | |
|---|--------------------|
| Receipts from toll fees | \$41,155,542 |
| Receipts from Department of Transportation | |
| Receipts from other fees | 51,171 |
| Receipts from interest income | |
| Payments to vendors | (9,299,990) |
| Payments to employees | <u>(2,563,996)</u> |
| Net cash flows provided by (used in) operating activities | 29,342,726 |

Cash flows from capital and related financing activities:

| | |
|---|----------------------|
| Proceeds from bonds | 397,488,251 |
| Receipts from Department of Transportation | 45,410,732 |
| Payments on interest | (71,637,423) |
| Acquisitions of construction in progress | <u>(147,986,845)</u> |
| Net cash flows provided by (used in) capital and related financing activities | <u>223,274,716</u> |

Cash flows from investing activities:

| | |
|---|---------------------|
| Interest income | 237,316 |
| Purchase of investments | (119,877,767) |
| Proceeds from sale or maturity of investments | 33,322,732 |
| Net cash flows provided by (used in) investing activities | <u>(86,317,719)</u> |

| | |
|--|-----------------------------|
| Net increase (decrease) in cash and cash equivalents | 166,299,722 |
| Cash and cash equivalents at beginning of period | <u>259,056,878</u> |
| Cash and cash equivalents at end of January | <u><u>\$425,356,601</u></u> |

Reconciliation of change in net assets to net cash provided by operating activities:

| | |
|---|----------------------------|
| Operating income | <u>\$14,330,775</u> |
| Adjustments to reconcile change in net assets to net cash provided by operating activities: | |
| Depreciation and amortization | 14,168,321 |
| Changes in assets and liabilities: | |
| Decrease in accounts receivable | 403,748 |
| (Increase) decrease in prepaid expenses and other assets | (59,737) |
| (Increase) in non-cash revenue (due from other agencies) | |
| (Decrease) increase in accounts payable | (1,295,533) |
| Increase (decrease) in accrued expenses | 854,426 |
| (Decrease) increase in Deferred Revenue | |
| (Increase) in deferred inflow of resources | 940,727 |
| Total adjustments | 15,011,951 |
| Net cash flows provided by (used in) operating activities | <u><u>\$29,342,726</u></u> |

Reconciliation of cash and cash equivalents:

| | |
|--|-----------------------------|
| Unrestricted cash and cash equivalents | \$1,011,152 |
| Restricted cash and cash equivalents | 424,345,449 |
| Total | <u><u>\$425,356,601</u></u> |

INVESTMENTS by FUND

| | | Balance | | |
|--|------------------------|----------------------|--------------------------|--|
| | | | February 29, 2016 | |
| Renewal & Replacement Fund | | | | TexSTAR 7,608,087.99 |
| | TexSTAR | 3,111.38 | | CD's - |
| | Regions Sweep | 688,060.05 | | Regions Sweep 421,323,672.45 |
| | Agencies | | 691,171.43 | Agencies 90,024,000.00 |
| TxDOT Grant Fund | | | | |
| | TexSTAR | 82,316.50 | | |
| | Regions Sweep | 9,454,690.81 | | |
| | CD's | | | |
| | Agencies | | 9,537,007.31 | |
| Senior Debt Service Reserve Fund | | | | |
| | TexSTAR | 590,907.26 | | |
| | Regions Sweep | 38,782,456.37 | | |
| | Agencies | 17,486,786.01 | 56,860,149.64 | |
| Senior Debt Service Reserve 2015 | | | | |
| | Regions Sweep | 1,274.98 | 1,274.98 | |
| 2010 Senior Lien DSF | | | | |
| | Regions Sweep | 842,834.09 | | |
| | TexSTAR | - | 842,834.09 | |
| 2011 Debt Service Acct | | | | |
| | Regions Sweep | 5,773,771.82 | 5,773,771.82 | |
| 2013 Sr Debt Service Acct | | | | |
| | Regions Sweep | 1,933,671.70 | 1,933,671.70 | |
| 2013 Sub Debt Service Account | | | | |
| | Regions Sweep | 934,190.68 | 934,190.68 | |
| 2015 Sr Capitalized Interest | | | | |
| | Regions Sweep | 75,462,098.22 | 75,462,098.22 | |
| 2015A Debt Service Account | | | | |
| | Regions Sweep | 3.30 | 3.30 | |
| 2015B Debt Service Account | | | | |
| | Regions Sweep | 573,234.14 | 573,234.14 | |
| 2011 Sub Debt DSRF | | | | |
| | Regions Sweep | 7,069,248.72 | | |
| | CD's | | 7,069,248.72 | |
| 2011 Sub DSF | | | | |
| | Regions Sweep | 394,269.49 | 394,269.49 | |
| Operating Fund | | | | |
| | TexSTAR | 581,878.70 | | |
| | TexSTAR-Trustee | 2,172,714.58 | | |
| | Regions Sweep | - | 2,754,593.28 | |
| Revenue Fund | | | | |
| | Regions Sweep | 2,859,837.71 | 2,859,837.71 | |
| General Fund | | | | |
| | TexSTAR | 53.78 | | |
| | Regions Sweep | 27,849,050.14 | | |
| | Agencies | | 27,849,103.92 | |
| 2013 Sub Debt Service Reserve Fund | | | | |
| | Regions Sweep | 8,463,167.49 | | |
| | Agencies | | 8,463,167.49 | |
| MoPac Construction Fund | | | | |
| | Regions Sweep | 75,998,365.35 | 75,998,365.35 | |
| 2011 Sub Debt Project fund | | | | |
| | TexSTAR | 4,177,105.79 | | |
| | Agencies | | | |
| | Regions Sweep | 10,900,394.50 | 15,077,500.29 | |
| 2015B Project Account | | | | |
| | Regions Sweep | 19,602,093.77 | 19,602,093.77 | |
| 2015A Project Account | | | | |
| | Regions Sweep | 96,290,377.34 | | |
| | Agencies | 72,537,213.99 | 168,827,591.33 | |
| 2015 TIFIA Project Account | | | | |
| | Regions Sweep | 183.31 | 183.31 | |
| 2015 State Highway Fund Project Account | | | | |
| | Regions Sweep | 1.37 | 1.37 | |
| 2015 SIB Project Account | | | | |
| | Regions Sweep | 1.37 | 1.37 | |
| 2011 Sr Financial Assistance Fund | | | | |
| | Regions Sweep | 29,279,160.91 | 29,279,160.91 | |
| 2011 Senior Lien Project Fund | | | | |
| | Regions Sweep | 299,185.96 | | |
| | Agencies | | 299,185.96 | |
| 45SW Trust Account Hays County | | | | |
| | Regions Sweep | 84,552.33 | 84,552.33 | |
| 45SW Trust Account Travis County | | | | |
| | Regions Sweep | 7,787,496.52 | 7,787,496.52 | |
| | | | \$ 518,955,760.44 | |

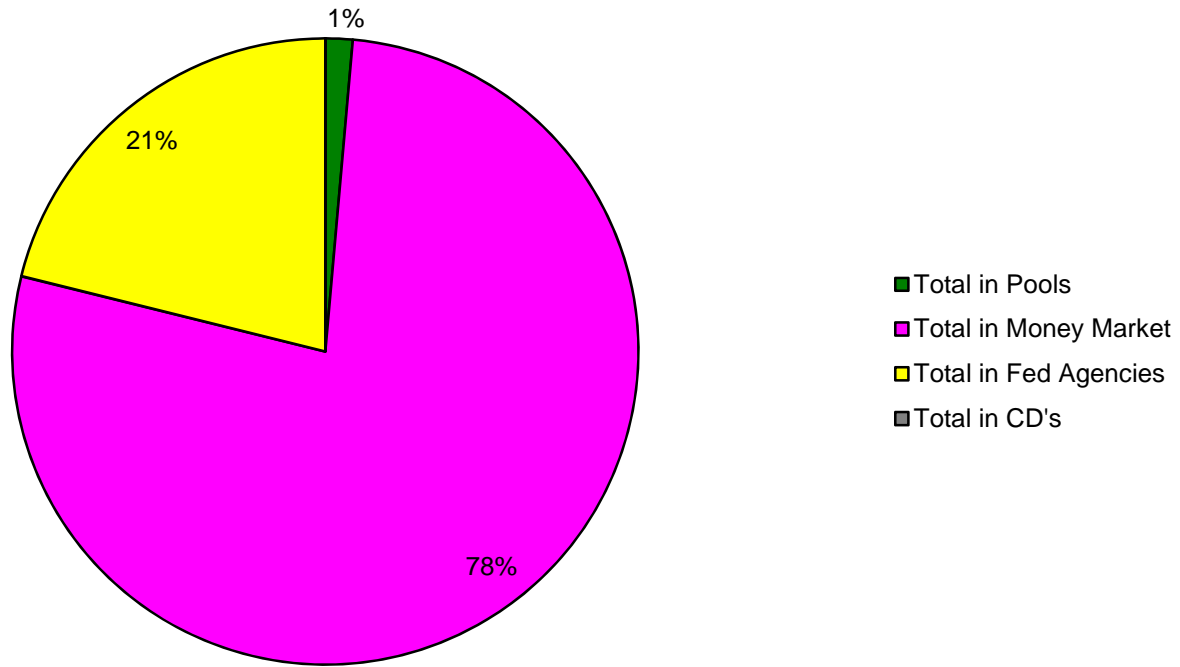
CTRMA INVESTMENT REPORT

| | Month Ending 2/29/16 | | | | | Rate Feb 16 | |
|--|-----------------------|----------------------|--------------------------|------------------|-----------------------|-----------------------|----------------------|
| | Balance 2/1/2016 | Additions | Discount Amortization | Accrued Interest | Withdrawals | | Balance 2/29/2016 |
| Amount in Trustee TexStar | | | | | | | |
| 2011 Sub Lien Construction Fund | 4,176,061.73 | | | 1,044.06 | | 4,177,105.79 | 0.242% |
| General Fund | 53.78 | | | | | 53.78 | 0.242% |
| Trustee Operating Fund | 2,372,161.39 | 1,300,000.00 | | 553.19 | 1,500,000.00 | 2,172,714.58 | 0.242% |
| Renewal and Replacement | 3,110.55 | | | 0.83 | | 3,111.38 | 0.242% |
| TxDOT Grant Fund | 82,295.93 | | | 20.57 | | 82,316.50 | 0.242% |
| Senior Lien Debt Service Reserve Fund | 590,759.56 | | | 147.70 | | 590,907.26 | 0.242% |
| | 7,224,442.94 | 1,300,000.00 | | 1,766.35 | 1,500,000.00 | 7,026,209.29 | |
| Amount in TexStar Operating Fund | | | | | | | |
| | 581,715.62 | 1,500,000.00 | | 163.08 | 1,500,000.00 | 581,878.70 | 0.242% |
| Regions Sweep Money Market Fund | | | | | | | |
| Operating Fund | 0.00 | 1,300,000.00 | | | 1,300,000.00 | 0.00 | 0.100% |
| 45SW Trust Account Travis County | 9,504,255.25 | 1,774.01 | | 869.15 | 1,719,401.89 | 7,787,496.52 | 0.100% |
| 45SW Trust Account Hays County | 86,718.97 | | | 7.37 | 2,174.01 | 84,552.33 | 0.100% |
| 2015A Project Account | 185,435,206.71 | 1,036,793.91 | | 16,250.96 | 90,197,874.24 | 96,290,377.34 | 0.100% |
| 2015B Project Account | 40,004,712.44 | | | 3,397.63 | 20,406,016.30 | 19,602,093.77 | 0.100% |
| 2015 State Highway Fund Project Acct | 1.37 | | | | | 1.37 | 0.100% |
| 2015 TIFIA Project Account | 183.29 | | | 0.02 | | 183.31 | 0.100% |
| 2015 SIB Project Account | 1.37 | | | | | 1.37 | 0.100% |
| 2011 Sub Lien Project Acct | 11,735,476.89 | | | 996.66 | 836,079.05 | 10,900,394.50 | 0.100% |
| 2011 Senior Lien Project Acct | 299,160.55 | | | 25.41 | | 299,185.96 | 0.100% |
| 2011 Sr Financial Assistance Fund | 29,276,640.04 | | | 2,520.87 | | 29,279,160.91 | 0.100% |
| 2010 Senior DSF | 421,619.15 | 421,181.17 | | 33.77 | | 842,834.09 | 0.100% |
| 2011 Senior Lien Debt Service Acct | 4,980,023.61 | 793,316.53 | | 431.68 | | 5,773,771.82 | 0.100% |
| 2011 Sub Debt Service Fund | 600.02 | 393,650.00 | | 19.47 | | 394,269.49 | 0.100% |
| 2013 Senior Lien Debt Service Acct | 968,320.90 | 965,235.82 | | 114.98 | | 1,933,671.70 | 0.100% |
| 2013 Subordinate Debt Service Acct | 467,492.13 | 466,651.57 | | 46.98 | | 934,190.68 | 0.100% |
| 2015 Sr Capitalized Interest | 75,455,675.38 | | | 6,422.84 | | 75,462,098.22 | 0.100% |
| 2015 Capitalized Interest Subaccount | 0.00 | 1,742,941.67 | | | 1,742,941.67 | 0.00 | 0.100% |
| 2015 Regions Bank Loan | 0.00 | | | 0.01 | | 0.01 | 0.100% |
| 2015A Debt Service Acct | 0.00 | | | 3.30 | | 3.30 | 0.100% |
| 2015B Debt Service Acct | 286,619.74 | 286,601.05 | | 13.35 | | 573,234.14 | 0.100% |
| TxDOT Grant Fund | 9,453,887.88 | | | 802.93 | | 9,454,690.81 | 0.100% |
| Renewal and Replacement | 688,001.62 | | | 58.43 | | 688,060.05 | 0.100% |
| Revenue Fund | 2,650,125.42 | 5,759,886.60 | | 186.93 | 5,550,361.24 | 2,859,837.71 | 0.100% |
| General Fund | 28,305,822.13 | 250,476.27 | | 2,470.13 | 709,718.39 | 27,849,050.14 | 0.100% |
| 2011 Sub Debt Service Reserve Fund | 7,068,648.37 | | | 600.35 | | 7,069,248.72 | 0.100% |
| Senior Lien Debt Service Reserve Fund | 38,743,348.42 | | | 39,107.95 | | 38,782,456.37 | 0.100% |
| Senior Lien Debt Proceeds | 1,274.88 | | | 0.10 | | 1,274.98 | 0.100% |
| 2013 Sub Debt Service Reserve Fund | 8,462,448.77 | | | 718.72 | | 8,463,167.49 | 0.100% |
| MoPac Managed Lane Construction Fund | 76,909,694.86 | | | 6,698.93 | 918,028.44 | 75,998,365.35 | 0.100% |
| | 531,205,960.16 | 13,418,508.60 | 0.00 | 81,798.92 | 123,382,595.23 | 421,323,672.45 | |
| Amount in Fed Agencies and Treasuries | | | | | | | |
| Amortized Principal | 42,419,346.09 | 72,549,665.60 | (10,501.91) | | | 114,958,509.78 | |
| | 42,419,346.09 | 72,549,665.60 | | | | 114,958,509.78 | |
| Certificates of Deposit | | | | | | | |
| Total in Pools | 7,806,158.56 | 2,800,000.00 | | 1,929.43 | 3,000,000.00 | 7,608,087.99 | |
| Total in Money Market | 531,205,960.16 | 13,418,508.60 | | 81,798.92 | 123,382,595.23 | 421,323,672.45 | |
| Total in Fed Agencies | 42,419,346.09 | 72,549,665.60 | (10,501.91) | | 0.00 | 114,958,509.78 | |
| Total Invested | 581,431,464.81 | 88,768,174.20 | (10,501.91) | 83,728.35 | 126,382,595.23 | 543,890,270.22 | |

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

William Chapman, CFO

Allocation of Funds



Amount of investments As of February 29, 2016

| Agency | CUSIP # | COST | Book Value | Market Value | Yield to Maturity | Purchased | Matures | FUND |
|------------------------|-----------|-----------------------|-----------------------|-----------------------|-------------------|-----------|------------|------------------|
| Fannie Mae | 3135G0VA8 | 5,003,500.00 | 5,000,134.62 | 5,000,500.00 | 0.0468% | 1/23/2014 | 3/30/2016 | Senior DSRF |
| Federal Home loan Bank | 3130A4MN9 | 2,499,600.00 | 2,499,933.33 | 2,499,975.00 | 0.3650% | 3/11/2015 | 4/6/2016 | Senior DSRF |
| Farmer Mac | 31315PV55 | 2,501,200.00 | 2,500,600.00 | 2,500,975.00 | 0.7751% | 3/11/2015 | 2/23/2017 | Senior DSRF |
| Federal Farm Credit | 3133ECA79 | 4,959,250.00 | 4,971,701.39 | 4,948,100.00 | 1.2155% | 3/11/2015 | 3/19/2018 | Senior DSRF |
| Northeast Texas ISD | 659155HF6 | 2,534,600.00 | 2,514,416.67 | 2,516,825.00 | 0.6010% | 8/3/2015 | 8/1/2016 | Senior DSRF |
| Federal Farm Credit | 3133EE4K3 | 24,928,346.00 | 24,934,509.78 | 24,976,250.00 | 0.7200% | 1/13/2016 | 7/21/2017 | Senior DSRF |
| Federal Home loan Bank | 3130A5K57 | 1,254,574.50 | 1,254,644.45 | 1,254,523.10 | 0.3300% | 2/5/2016 | 6/30/2016 | 2015A Sr Project |
| Federal Farm Credit | 3133EFSG3 | 10,057,749.23 | 10,056,229.51 | 10,036,400.00 | 0.8421% | 2/8/2016 | 3/14/2018 | 2015A Sr Project |
| Federal Home loan Bank | 313378QK0 | 10,253,642.07 | 10,253,642.07 | 10,233,900.00 | 1.0369% | 2/8/2016 | 3/8/2019 | 2015A Sr Project |
| Federal Home loan Bank | 3030A3J70 | 5,001,836.28 | 5,001,700.50 | 17,002,890.00 | 0.5781% | 2/9/2016 | 11/23/2016 | 2015A Sr Project |
| Federal Home loan Bank | 3030A3J70 | 12,005,994.72 | 12,005,761.59 | | 0.5580% | 2/23/2016 | 11/23/2016 | 2015A Sr Project |
| Freddie Mac | 3137EADF3 | 16,124,658.17 | 16,116,250.70 | 16,091,520.00 | 0.6259% | 2/9/2016 | 11/23/2016 | 2015A Sr Project |
| Freddie Mac | 3134G4Z84 | 9,850,343.91 | 9,848,131.58 | 9,840,180.00 | 0.8097% | 2/18/2016 | 10/10/2017 | 2015A Sr Project |
| Federal Farm Credit | 3133ECKC7 | 8,000,866.72 | 8,000,853.59 | 7,995,440.00 | 0.6400% | 2/23/2016 | 3/28/2017 | 2015A Sr Project |
| | | <u>114,976,161.60</u> | <u>114,958,509.78</u> | <u>114,897,478.10</u> | | | | |

| Agency | CUSIP # | COST | Cummulative Amortization | 2/29/2016 | | Interest Income February 29, 2016 | | |
|------------------------|-----------|-----------------------|--------------------------|-----------------------|-----------------------|-----------------------------------|--------------------|-------------------|
| | | | | Book Value | Maturity Value | Accrued Interest | Amortization | Interest Earned |
| Fannie Mae | 3135G0VA8 | 5,003,500.00 | 3,365.38 | 5,000,134.62 | 5,000,000.00 | 2,083.33 | (134.62) | 1,948.71 |
| Federal Home loan Bank | 3130A4MN9 | 2,499,600.00 | (333.33) | 2,499,933.33 | 2,500,000.00 | 729.17 | 33.33 | 762.50 |
| Farmer Mac | 31315PV55 | 2,501,200.00 | 600.00 | 2,500,600.00 | 2,500,000.00 | 1,666.67 | (50.00) | 1,616.67 |
| Federal Farm Credit | 3133ECA79 | 4,959,250.00 | (12,451.39) | 4,971,701.39 | 5,000,000.00 | 3,916.67 | 1,131.94 | 5,048.61 |
| Northeast Texas ISD | 659155HF6 | 2,534,600.00 | 20,183.33 | 2,514,416.67 | 2,500,000.00 | 4,166.67 | (2,883.33) | 1,283.34 |
| Federal Farm Credit | 3133EE4K3 | 24,928,346.00 | (6,163.78) | 24,934,509.78 | 25,000,000.00 | 15,000.00 | 3,852.37 | 18,852.37 |
| Federal Home loan Bank | 3130A5K57 | 1,254,574.50 | (69.95) | 1,254,644.45 | 1,255,000.00 | 340.40 | 69.95 | 410.35 |
| Federal Farm Credit | 3133EFSG3 | 10,057,749.23 | 1,519.72 | 10,056,229.51 | 10,000,000.00 | 13,750.00 | (1,519.72) | 12,230.28 |
| Federal Home loan Bank | 313378QK0 | 10,253,642.07 | - | 10,253,642.07 | 10,000,000.00 | 0.00 | | 0.00 |
| Federal Home loan Bank | 3030A3J70 | 5,001,836.28 | 135.78 | 5,001,700.50 | 5,000,000.00 | 3,906.25 | (135.78) | 3,770.47 |
| Federal Home loan Bank | 3030A3J70 | 12,005,994.72 | 233.13 | 12,005,761.59 | 12,000,000.00 | 9,375.00 | (233.13) | 9,141.87 |
| Freddie Mac | 3137EADF3 | 16,124,658.17 | 8,407.47 | 16,116,250.70 | 16,000,000.00 | 25,000.00 | (8,407.47) | 16,592.53 |
| Freddie Mac | 3134G4Z84 | 9,850,343.91 | 2,212.33 | 9,848,131.58 | 9,800,000.00 | 18,375.00 | (2,212.33) | 16,162.67 |
| Federal Farm Credit | 3133ECKC7 | 8,000,866.72 | 13.13 | 8,000,853.59 | 8,000,000.00 | 13,000.00 | (13.13) | 12,986.87 |
| | | <u>114,976,161.60</u> | <u>17,651.82</u> | <u>114,958,509.78</u> | <u>114,555,000.00</u> | <u>111,309.16</u> | <u>(10,501.92)</u> | <u>100,807.24</u> |

February 29, 2016

Certificates of Deposit Outstanding

| Bank | CUSIP # | COST | Yield to Maturity | Purchased | Matures | February 29, 2016 Interest | FUND |
|------|---------|------------|----------------------|-----------|---------|-------------------------------|------|
| | | - ===== | | | | \$ - ===== | |

Travis County Escrow account

| Balance | | Accrued | | Balance |
|-----------------|-----------|-----------|--------------|-----------------|
| 2/1/2016 | Additions | Interest | Withdrawals | 2/29/2016 |
| \$ 3,033,543.35 | | \$ 260.59 | \$ 12,027.63 | \$ 3,021,776.31 |



Monthly Newsletter - February 2016

Performance

As of February 29, 2016

| | |
|---------------------------------------|--------------------|
| Current Invested Balance | \$6,329,887,983.78 |
| Weighted Average Maturity (1) | 44 Days |
| Weighted Average Maturity (2) | 83 Days |
| Net Asset Value | 1.000020 |
| Total Number of Participants | 797 |
| Management Fee on Invested Balance | 0.05%* |
| Interest Distributed | \$1,819,743.22 |
| Management Fee Collected | \$248,860.68 |
| % of Portfolio Invested Beyond 1 Year | 5.11% |
| Standard & Poor's Current Rating | AAAm |

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

February Averages

| | |
|--|--------------------|
| Average Invested Balance | \$6,281,679,912.17 |
| Average Monthly Yield, on a simple basis | 0.3147% |
| Average Weighted Average Maturity (1)* | 46 Days |
| Average Weighted Average Maturity (2)* | 85 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.

Holiday Reminder

In observance of Good Friday, **TexSTAR will be closed Friday, March 25, 2016.** All ACH transactions initiated on Thursday, March 24th will settle on Monday, March 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

February brought a sense of relief after January's steep market declines as investor fears of slowing global growth derailing the U.S. economy subsided, oil prices stabilized and equity prices of the hardest hit sectors rebounded. The labor market continued to improve, with wages showing signs of a pickup and inflation accelerating beyond the Federal Reserve (Fed) year-end expectation for core PCE. The month had a volatile start as oil prices and equity markets slumped before rebounding during the last two weeks. Investment grade corporate issuance was nonexistent amid the volatility, but activity picked up as the month progressed, bringing new issue supply to just under \$101 billion for the month. The two-year U.S. Treasury yield started the month at 0.78%, fell to a low of 0.65%, and then sold off to end the month at 0.85%. The minutes from January's Federal Open Market Committee (FOMC) meeting were released. As expected, concerns on growth and inflation were voiced, with dollar strength and oil weakness being the main headwinds for inflation. Despite the dovishness, the bias towards tightening remained given sustained improvements in the labor market.

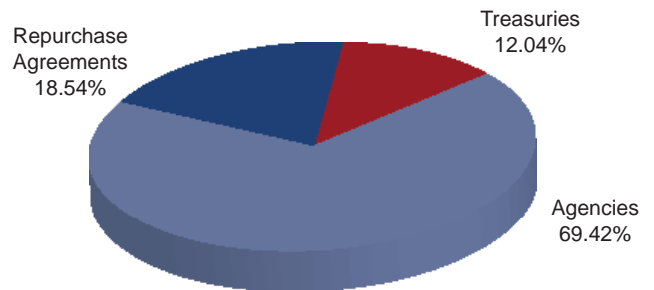
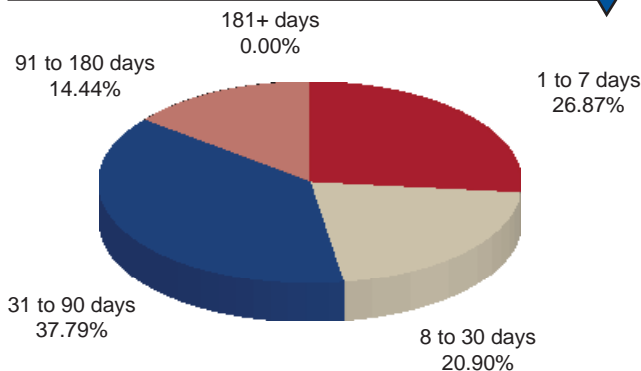
Preliminary economic data from the first quarter of 2016 looks more encouraging and suggests the U.S. will grow closer to trend in the coming quarters. Consumer spending in the service sector and housing market should remain the primary source of growth in 2016, as labor markets reach full employment and wages finally accelerate. The energy sector will likely remain weak, but its sequential impact on growth should diminish, and other industries should rebound once the inventory overhang finishes running its course. Net exports will remain a headwind to growth as global growth remains tepid. Market participants have expressed growing concerns regarding the ineffectiveness of recent global central bank monetary policies to stimulate growth or inflation. Broad measures of inflation should continue to accelerate toward the Federal Reserve's year-end objective on a year-over-year basis. Headline inflation measures will remain subject to energy price volatility. The Fed's preferred measure, the Core PCE price index, has already exceeded its year-end target of 1.6%. Inflation expectations, on the other hand, are at the lower end of their ranges for both market- and survey-based measures. Wages are expected to accelerate, but the improvement should be gradual. Continued U.S. dollar strength remains a downside risk to price inflation. The recent market volatility and strength in the U.S. dollar are likely to restrain the Fed, forcing it to take a more cautious approach to tightening monetary policy. In the current market environment, the Fed faces a negative feedback loop between tighter policy, a stronger dollar, and underperformance in risk assets. If the U.S. economy were to experience a sustainable, multi-month rise in inflation and wages along with stabilization in the industrial sector, the Fed may be able to break the negative cycle and increase rates at a faster pace, confirming the Fed's current policy framework. In that situation, the narrative of a policy mistake would certainly diminish.

This information is an excerpt from an economic report dated February 2016 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

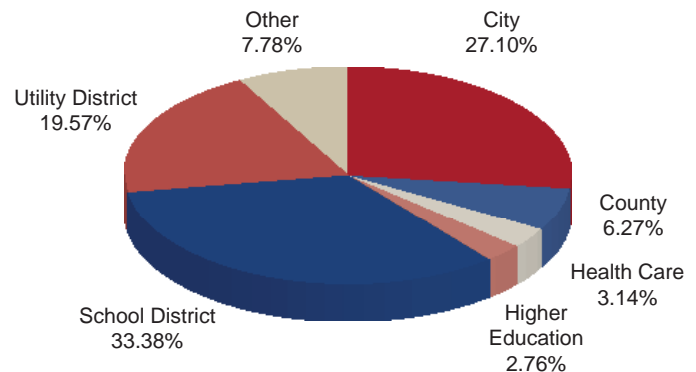
For more information about TexSTAR, please visit our web site at www.texstar.org.

Information at a Glance

Portfolio by Type of Investment As of February 29, 2016



Portfolio by Maturity As of February 29, 2016



Distribution of Participants by Type As of February 29, 2016

Historical Program Information

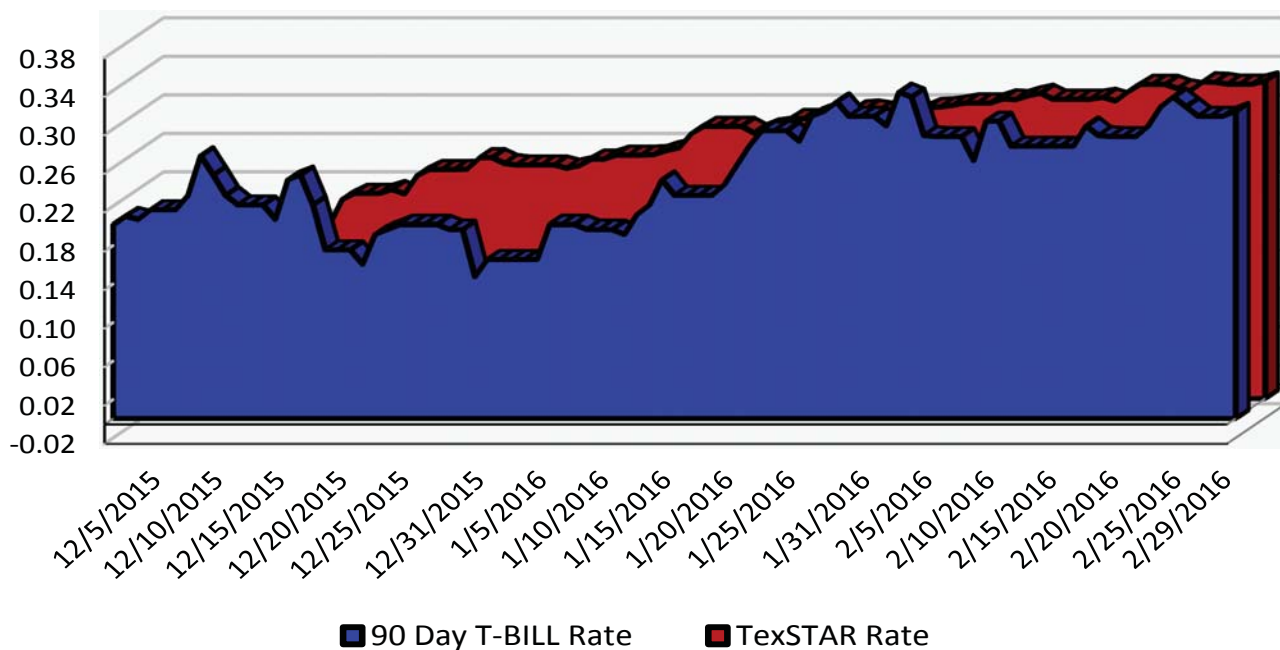
| Month | Average Rate | Book Value | Market Value | Net Asset Value | WAM (1)* | WAM (2)* | Number of Participants |
|--------|--------------|--------------------|--------------------|-----------------|----------|----------|------------------------|
| Feb 16 | 0.3147% | \$6,329,887,983.78 | \$6,330,019,653.99 | 1.000020 | 46 | 85 | 797 |
| Jan 16 | 0.2713% | 5,856,455,946.61 | 5,856,245,669.97 | 0.999964 | 41 | 79 | 797 |
| Dec 15 | 0.1868% | 5,077,006,074.74 | 5,076,619,261.50 | 0.999915 | 45 | 75 | 797 |
| Nov 15 | 0.1155% | 4,985,405,721.88 | 4,985,138,368.79 | 0.999946 | 48 | 80 | 797 |
| Oct 15 | 0.1099% | 5,137,746,592.55 | 5,138,104,083.30 | 1.000066 | 45 | 72 | 796 |
| Sep 15 | 0.0994% | 5,171,964,839.33 | 5,172,390,234.79 | 1.000082 | 46 | 62 | 796 |
| Aug 15 | 0.0823% | 5,444,712,315.25 | 5,444,863,919.29 | 1.000027 | 47 | 60 | 796 |
| Jul 15 | 0.0722% | 5,191,663,669.11 | 5,192,008,905.67 | 1.000063 | 50 | 63 | 795 |
| Jun 15 | 0.0719% | 5,113,377,874.72 | 5,113,798,319.64 | 1.000082 | 52 | 68 | 794 |
| May 15 | 0.0643% | 5,481,487,398.04 | 5,481,958,268.19 | 1.000085 | 52 | 70 | 794 |
| Apr 15 | 0.0701% | 5,578,041,120.52 | 5,578,486,668.16 | 1.000079 | 52 | 74 | 793 |
| Mar 15 | 0.0604% | 5,532,363,738.20 | 5,532,642,521.32 | 1.000050 | 52 | 76 | 792 |

Portfolio Asset Summary as of February 29, 2016

| | Book Value | Market Value |
|--------------------------------------|----------------------------|----------------------------|
| Uninvested Balance | \$ 26,192.95 | \$ 26,192.95 |
| Accrual of Interest Income | 1,310,773.98 | 1,310,773.98 |
| Interest and Management Fees Payable | (1,918,764.00) | (1,918,764.00) |
| Payable for Investment Purchased | (285,014,242.50) | (285,014,242.50) |
| Repurchase Agreement | 1,226,686,999.80 | 1,226,686,999.80 |
| Government Securities | 5,388,797,023.55 | 5,388,928,693.76 |
| Total | \$ 6,329,887,983.78 | \$ 6,330,019,653.99 |

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 historical 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 February 2016

| Date | Mny Mkt Fund Equiv. [SEC Std.] | Daily Allocation Factor | TexSTAR Invested Balance | Market Value Per Share | WAM Days (1)* | WAM Days (2)* |
|-----------|--------------------------------|-------------------------|--------------------------|------------------------|---------------|---------------|
| 2/1/2016 | 0.2959% | 0.000008106 | \$5,961,472,043.24 | 0.999983 | 47 | 86 |
| 2/2/2016 | 0.3013% | 0.000008255 | \$6,098,242,745.56 | 0.999986 | 47 | 83 |
| 2/3/2016 | 0.3019% | 0.000008271 | \$6,301,602,945.25 | 0.999991 | 47 | 84 |
| 2/4/2016 | 0.3038% | 0.000008322 | \$6,249,150,595.61 | 0.999994 | 48 | 85 |
| 2/5/2016 | 0.3061% | 0.000008386 | \$6,189,766,131.13 | 0.999997 | 46 | 86 |
| 2/6/2016 | 0.3061% | 0.000008386 | \$6,189,766,131.13 | 0.999997 | 46 | 86 |
| 2/7/2016 | 0.3061% | 0.000008386 | \$6,189,766,131.13 | 0.999997 | 46 | 86 |
| 2/8/2016 | 0.3103% | 0.000008501 | \$6,146,939,063.42 | 1.000006 | 49 | 89 |
| 2/9/2016 | 0.3096% | 0.000008483 | \$6,307,342,401.37 | 1.000007 | 47 | 86 |
| 2/10/2016 | 0.3135% | 0.000008590 | \$6,296,992,868.27 | 1.000015 | 47 | 85 |
| 2/11/2016 | 0.3162% | 0.000008663 | \$6,361,387,229.67 | 1.000033 | 45 | 84 |
| 2/12/2016 | 0.3100% | 0.000008493 | \$6,345,868,797.87 | 1.000029 | 43 | 81 |
| 2/13/2016 | 0.3100% | 0.000008493 | \$6,345,868,797.87 | 1.000029 | 43 | 81 |
| 2/14/2016 | 0.3100% | 0.000008493 | \$6,345,868,797.87 | 1.000029 | 43 | 81 |
| 2/15/2016 | 0.3100% | 0.000008493 | \$6,345,868,797.87 | 1.000029 | 43 | 81 |
| 2/16/2016 | 0.3119% | 0.000008545 | \$6,312,313,375.33 | 1.000027 | 43 | 80 |
| 2/17/2016 | 0.3082% | 0.000008444 | \$6,420,565,252.14 | 1.000033 | 45 | 83 |
| 2/18/2016 | 0.3177% | 0.000008705 | \$6,400,739,487.55 | 1.000023 | 48 | 85 |
| 2/19/2016 | 0.3254% | 0.000008914 | \$6,245,456,128.36 | 1.000015 | 46 | 87 |
| 2/20/2016 | 0.3254% | 0.000008914 | \$6,245,456,128.36 | 1.000015 | 46 | 87 |
| 2/21/2016 | 0.3254% | 0.000008914 | \$6,245,456,128.36 | 1.000015 | 46 | 87 |
| 2/22/2016 | 0.3209% | 0.000008791 | \$6,240,053,867.11 | 1.000010 | 46 | 87 |
| 2/23/2016 | 0.3188% | 0.000008734 | \$6,227,918,917.06 | 1.000010 | 46 | 86 |
| 2/24/2016 | 0.3280% | 0.000008985 | \$6,306,377,143.77 | 1.000010 | 46 | 86 |
| 2/25/2016 | 0.3276% | 0.000008976 | \$6,355,209,040.83 | 1.000017 | 45 | 86 |
| 2/26/2016 | 0.3256% | 0.000008920 | \$6,387,793,507.66 | 1.000015 | 44 | 85 |
| 2/27/2016 | 0.3256% | 0.000008920 | \$6,387,793,507.66 | 1.000015 | 44 | 85 |
| 2/28/2016 | 0.3256% | 0.000008920 | \$6,387,793,507.66 | 1.000015 | 44 | 85 |
| 2/29/2016 | 0.3289% | 0.000009012 | \$6,329,887,983.78 | 1.000020 | 44 | 83 |
| Average | 0.3147% | 0.000008621 | \$6,281,679,912.17 | | 46 | 85 |

TexSTAR Participant Services
FirstSouthwest, A Division of Hilltop Securities
1201 Elm Street, Suite 3500
Dallas, Texas 75270



TexSTAR Board Members

| | | |
|----------------------------|--|--|
| <i>William Chapman</i> | <i>Central Texas Regional Mobility Authority</i> | <i>Governing Board President</i> |
| <i>Nell Lange</i> | <i>City of Frisco</i> | <i>Governing Board Vice President</i> |
| <i>Kenneth Huewitt</i> | <i>Houston ISD</i> | <i>Governing Board Treasurer</i> |
| <i>David Medanich</i> | <i>FirstSouthwest / Hilltop Securities</i> | <i>Governing Board Secretary</i> |
| <i>Joni Freeman</i> | <i>JP Morgan Chase</i> | <i>Governing Board Asst. Sec./Treas.</i> |
| <i>Eric Cannon</i> | <i>City of Allen</i> | <i>Advisory Board</i> |
| <i>Nicole Conley</i> | <i>Austin ISD</i> | <i>Advisory Board</i> |
| <i>Monte Mercer</i> | <i>North Central TX Council of Government</i> | <i>Advisory Board</i> |
| <i>Stephen Fortenberry</i> | <i>Plano ISD</i> | <i>Advisory Board</i> |
| <i>Becky Brooks</i> | <i>Government Resource Associates, LLC</i> | <i>Advisory Board</i> |

For more information contact TexSTAR Participant Services ★ 1-800-TEX-STAR ★ www.texstar.org



J.P.Morgan
Asset Management



Awarding a Contract for General Engineering Consulting services.

**CENTRAL TEXAS
Regional Mobility Authority**

Strategic Plan Relevance: Regional Mobility/Innovation/Economic Vitality/ Sustainability
Department: Engineering
Contact: Justin Word, P.E., Director of Engineering
Associated Costs: TBD
Funding Source: General Fund/Bond Sale Funds/Operating Fund/Capital Project Funds
Action Requested: Consider and act on draft resolution

Summary:

The Mobility Authority procured the services of HNTB as its General Engineering Consultant (GEC) on August 26, 2009, and entered into a GEC Agreement with HNTB as of December 23, 2009. The termination date of the GEC Agreement was extended until June 30, 2016 by Board action in December 2014. The Board authorized staff to proceed with procurement efforts for a GEC consultant at the October 2015 Board meeting. A chronology is provided below:

| | |
|-------------------|--|
| October 28, 2015 | Board Authorized Procurement |
| November 16, 2015 | Issue Draft GEC Request for Qualifications |
| January 7, 2016 | Issue Final GEC Request for Qualifications |
| February 23, 2016 | Notice to Shortlisted Firms |
| March 4, 2016 | Interviews |

The following three firms submitted Statements of Qualifications, were shortlisted, and were interviewed:

- HDR, Inc.
- HNTB Corporation
- WSP Parsons Brinkerhoff

Scoring was based upon an evaluation of the statements of qualifications and interviews. An overview of the process, scoring, and recommendation will be presented at the Board meeting. Staff requests Board consideration and approval of a resolution that authorizes staff negotiate a contract with the recommended GEC.

Backup provided: Draft Resolution for Board Consideration

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

RESOLUTION NO. 16-0XX

**AWARD A CONTRACT FOR GENERAL ENGINEERING CONSULTING
SERVICES.**

WHEREAS, by Resolution No. 15-076, dated October 28, 2015, the Board of Directors authorized the Executive Director to procure general engineering consulting services; and

WHEREAS, the Mobility Authority received three responses to the request for qualifications issued on January 7, 2016, and those responses were reviewed and evaluated by a selection committee in accordance with the request for qualifications and the Mobility Authority's Procurement Policies and all three teams were short-listed; and

WHEREAS, following interviews with the three short-listed teams, the selection committee has made its recommendations to the Executive Director, and the Executive Director recommends to the Board, that the Board select and authorize negotiation of a contract for general engineering consulting services with _____.

NOW THEREFORE, BE IT RESOLVED that the Board hereby approves the selection of _____ to provide general engineering consulting services to the Mobility Authority; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to negotiate a general engineering consulting services contract with _____. If the Executive Director and _____ cannot agree on the terms of a contract, the Executive Director may elect not to contract with _____, and may enter into negotiations with the next most highly ranked respondent as provided in Section 400.025 of the Policy Code; and

BE IT FURTHER RESOLVED that once an agreement is reached the Executive Director shall present that proposed contract to the Board for its approval.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of March 2016.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors



**CENTRAL TEXAS
Regional Mobility Authority**

March 30, 2016
AGENDA ITEM # 6

Approve an Interlocal Agreement for the adjustment and relocation of City of Austin Water and Wastewater System utilities in connection with the 183 South Project.

Strategic Plan Relevance: Regional Mobility

Department: Engineering

Contact: Justin Word, P.E., Director of Engineering

Associated Costs: Receipt of up to \$6,717,549 from the City of Austin

Funding Source: Project Funds

Action Requested: Consider and act on draft resolution

Summary:

On July 29, 2015, the CTRMA Board of Directors (“Mobility Authority”) authorized the Executive Director to execute a Design Build Contract for the 183 South Project with Colorado River Constructors (“CRC”). Under this project, CRC is obligated to adjust and relocate utilities belonging to the City of Austin Water and Wastewater System (“the City”) and to make betterments to the City’s system as requested by the City.

To clearly define roles and responsibilities for each of the parties, to define the payment obligations for the City for their requested betterments, and to identify the City’s reimbursable efforts being provided to the Developer, an Interlocal Agreement (“ILA”) was developed in cooperation with the City.

On December 17, 2015, the Austin City Council approved negotiation and execution of the draft ILA. The current ILA includes \$10.1 MM in betterments to City of Austin system, \$1.5 MM in reimbursable services the City provided during planning and procurement of the project, and \$1.9 MM in reimbursable services the City will provide to the design build contractor. The net value of the current ILA is a \$6.7 MM payment from the City to the Mobility Authority.

The Executive Director seeks Board approval to finalize and execute the Interlocal Agreement with the City in the form or substantially in the form of the proposed Interlocal Agreement as attached.

Backup provided: Interlocal Agreement for the adjustments of City of Austin Water and Wastewater System Utilities in Connection with the Bergstrom Expressway (183 South) Project

Resolution for Board Consideration

Dec 17, 2015 Austin City Council (Resolution, Action Taken and Expense Detail)

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

RESOLUTION NO. 16-0XX

**INTERLOCAL AGREEMENT FOR THE ADJUSTMENTS OF CITY OF AUSTIN
WATER AND WASTEWATER SYSTEM UTILITIES IN CONNECTION WITH THE
BERGSTROM EXPRESSWAY (183 SOUTH) PROJECT**

WHEREAS, Transportation Code, Chapter 370.161, authorizes Mobility Authority to acquire, construct, operate, maintain, or expand a transportation project in Travis County; and

WHEREAS, Subchapter E of Transportation Code Chapter 370 allows Mobility Authority to use the design-build method for the design, construction, financing, expansion, extension, related capital maintenance, rehabilitation, alteration or repair of a transportation project; and

WHEREAS, Transportation Code, Chapter 370.170 grants to Mobility Authority the power to install, construct, relocate and remove public utilities in, on or under a transportation project and to pay the cost of the relocation, removal, or grade separation of a public utility (other than betterments); and

WHEREAS, by Resolution No. 15-049, the Board authorized the Executive Director to execute a Design Build Contract for the 183 South Project with Colorado River Constructors (“CRC”); and

WHEREAS, pursuant to the Design Build Contract, CRC is obligated to adjust and relocate utilities belonging to the City of Austin Water and Wastewater System (“the City”) and to make betterments to the City’s system as requested by the City; and

WHEREAS, the Executive Director and the City developed an Interlocal Agreement in order to clearly define roles and responsibilities for each of the parties, to define the payment obligations for the City for their requested betterments, and to identify the City’s reimbursable efforts being provided to the Develop; and

WHEREAS, the Austin City Council approved the Interlocal Agreement attached hereto as Exhibit 1 on December 17, 2015.

NOW THEREFORE, BE IT RESOLVED, that the Board authorizes the Executive Director to finalize and execute an interlocal agreement with the City in the form or substantially in the form of the proposed Interlocal Agreement attached as Exhibit 1.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of March 2016.

Submitted and reviewed by:

Approved:

Geoffrey S. Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

Exhibit 1

**INTERLOCAL AGREEMENT FOR THE ADJUSTMENTS OF CITY OF AUSTIN
WATER AND WASTEWATER SYSTEM UTILITIES IN CONNECTION WITH THE
BERGSTROM EXPRESSWAY (183 SOUTH) PROJECT**

THIS AGREEMENT is made by and between the Central Texas Regional Mobility Authority ("Mobility Authority") and the City of Austin, Texas, a Texas home rule municipal corporation ("City"), hereinafter referred to as the "Parties", and each as a "Party".

WITNESSETH

WHEREAS, Transportation Code, Chapter 370.161, authorizes Mobility Authority to acquire, construct, operate, maintain, or expand a transportation project in Travis County;

WHEREAS, Subchapter E of Transportation Code Chapter 370 allows Mobility Authority to use the design-build method for the design, construction, financing, expansion, extension, related capital maintenance, rehabilitation, alteration or repair of a transportation project;

WHEREAS, Transportation Code, Chapter 370.170 grants to Mobility Authority the power to install, construct, relocate and remove public utilities in, on or under a transportation project and to pay the cost of the relocation, removal, or grade separation of a public utility (other than betterments);

WHEREAS, the Interlocal Cooperation Act (chapter 791 of the Government Code) authorizes an interlocal contract between local governments and a political subdivision of the State, and authorizes the parties, in performing a service under the contract, to apply the law applicable to a party, as agreed by the parties;

WHEREAS, Mobility Authority's Board has authorized Mobility Authority to undertake and complete a transportation project generally described as: the Bergstrom Expressway (183 South) Project ("Project");

WHEREAS, City possesses utility facilities and appurtenances that are or may be in locational conflict with the Project and/or with the ultimate configuration of the Project (the "City Utilities")

WHEREAS, the Mobility Authority intends to execute with a private entity (the "D/B Contractor") a certain Design/Build Contract ("D/BC") which will obligate the D/B Contractor to design and construct the Project, pursuant to Subchapter E of Chapter 370 of the Texas Transportation Code;

WHEREAS, the D/B Contractor's obligation to design and construct the Project includes the obligation to adjust and relocate the City Utilities as necessary to accommodate the Project (the "City Adjustments").

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them kept and performed as hereafter set forth, Mobility Authority and City do agree as follows:

AGREEMENT

1. Time Period Covered

This Agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the Effective Date of this Agreement shall be the date on which it becomes effective. This Agreement shall be in full force and effect until the Parties have completely performed their obligations as stated herein, unless earlier terminated, as provided.

2. Procurement

This is an interlocal agreement providing for the design and construction of the adjustment of City Utilities as necessary to accommodate the Project. Pursuant to § 791.012 of the Texas Government Code, Mobility Authority and the City agree to apply the law applicable to Mobility Authority in procuring the contractor to perform that work, including but not limited to, Texas Transportation Code, Chapter 370, Subchapter E.

3. Funding and Work Responsibilities

A. City's Payment

- 1) The City shall pay to the Mobility Authority within 45 days of receiving the Mobility Authority's invoice a single payment in the full amount of the "City's Total Payment Obligation." The City's Total Payment Obligation shall be an amount equal to the "City's Costs for Betterments," less the "City's Property and Services Contribution." The terms "City's Costs for Betterments," and "City's Property and Services Contribution," are defined as follows:
 - a. "City's Costs for Betterments" The City intends to improve certain segments of utility infrastructure affected by the Project. The improvements, which will consist of upgrades and new infrastructure, are hereafter referred to as the "Betterments," and are described in Exhibit B attached hereto. The term "City's Costs for Betterments," means the City's maximum contribution obligation for Betterments. The City's Cost for Betterments shall not exceed the amount stated in Exhibit A and shall not be increased unless the Parties agree to a modified scope of work.
 - b. "City's Property and Services Contribution" The City is providing the Mobility Authority certain property interests and services in

support of the Project, which are collectively termed, for the purposes of this agreement, the “City’s Property and Services Contribution.” The City’s Property and Services Contributions includes easements needed for completion of the Project, 30% design documents for the City Adjustments and Betterments, and “Special Administrative Costs,” that will be incurred in the City’s dedication of staff specifically to carry out its design review and support, permitting obligations, inspection, and Project Management in the interest of efficient Project completion. The Special Administrative Costs, as specified in Exhibit A are a lump sum and shall not be increased, except as stated in the following section 3.A.2.

2) Modification of Special Administrative Costs. If substantial completion or final completion of the Project is delayed by more than two months, the Parties shall meet in good faith to determine the amount of additional cost incurred by the City, if any, by such delay and to determine the means for the Mobility Authority’s prompt reimbursement for such additional costs. If the Parties are unable to agree on the amount of additional costs, the dispute shall be subject to non-binding mediation as a condition precedent to the institution of legal proceedings by either party. The Parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in Travis County, Texas, unless another location is mutually agreed upon. Any settlement agreements reached through mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

3) [RESERVED]

4) Whenever funds are paid or remitted by the City to Mobility Authority under this Agreement, the City will remit a warrant made payable to the "Central Texas Regional Mobility Authority." The warrant will be deposited by Mobility Authority in an escrow account to be managed by Mobility Authority. Until the final Project accounting, funds in the escrow account may only be applied by Mobility Authority to the City Adjustment Costs.

5) [RESERVED]

6) Payment or reimbursement by either Party City under this contract beyond the end of the current fiscal year is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party. To the extent that the City shall owe to the Mobility Authority payment under the preceding subsection 3.A, such payment may be subject to the approval of the City Council of the City of Austin. Such payment shall be made within a reasonable period of time, subject to the City Council schedule.

B. Performance of Work

1) City agrees that, subject to the terms of this Agreement, Mobility Authority, through its D/B Contractor and subcontractors selected by D/B Contractor, shall effect the adjustment of the City Utilities that are in locational conflict with the Project, as such are determined by Mobility Authority, the City, and/or D/B Contractor, and shall also construct the Betterments, on behalf of Mobility Authority. The City acknowledges that D/B Contractor is an independent contractor of Mobility Authority. The D/BC by and between Mobility Authority and the D/B Contractor confers third-party beneficiary status to the City which extends to and includes any and all warranty and indemnity provisions of the D/BC. Mobility Authority agrees to incorporate within the D/BC provisions requiring the D/B Contractor to comply with the standards for design and construction contained in this Agreement. Mobility Authority shall enforce all D/BC provisions requiring the D/B Contractor to comply with the standards for design and construction contained in this Agreement and shall provide reasonable support for the City's enforcement of its third-party claims against the D/B Contractor.

2) Mobility Authority will authorize the performance of only those City Adjustment items of work which are eligible for relocation reimbursements or for which City has requested and has agreed to pay for as described in this Agreement. This Agreement shall include Exhibit A, *City Adjustment Costs*, which includes the costs for which the City shall be responsible.

3) The Mobility Authority may not allow the D/B to begin work on City Adjustments until final plans have been approved by the City.

C. Preparation of Plans

The 30% design plans, specifications, and cost estimates necessary to adjust the City's facilities, and the full plans, specifications, and cost estimates necessary to complete the Betterments (collectively the "Preliminary Plans"), are attached to this Agreement as Exhibit B. The parties agree that after this Agreement is executed, the Preliminary Plans will be finalized, and the finalized Plans will be substituted for the Preliminary Plans that are attached to this Agreement at execution, and the finalized plans will then become the "Plans" for the purposes of this Agreement. The finalized Plans shall be designated as "Reviewed and Approved for Construction" by the City. Exhibit of the finalized Plans to this Agreement shall be by amendment which shall be administrative in nature and will not require the approval of the governing authority of either Party, but shall require the signature of the Assistant City Manager overseeing the City's Water Utility or his designee for the City and the _____ for Mobility Authority. The Parties agree that the finalized Plans will be generally consistent with the preliminary Plans. Each Party represents and warrants that the finalized Plans as attached to this Agreement after execution are approved as to the location and manner in which the utilities will be installed, adjusted, or relocated within the Project right of way (the "ROW"), subject to the D/B Contractor's satisfactory performance of the City Adjustments in accordance with the Plans.

D. Design and Construction Standards

1) Mobility Authority shall require in the D/BC that all design and construction performed for the City Adjustments, and construction performed for the Betterments, by the D/B Contractor shall comply with and conform to the following:

- a. All applicable local and state laws, regulations, decrees, ordinances and policies, including the Utility Accommodation Rules (UAR), the Utility Manual issued by TxDOT (to the extent its requirements are mandatory for the City Adjustments necessitated by the Project), and the policies of Mobility Authority;
- b. All Federal laws, regulations, decrees, ordinances and policies applicable to projects receiving Federal funding, financing and/or credit assistance, including without limitation 23 CFR 645 Subparts A and B; and the Buy America provisions of 23 U.S.C § 313 and 23 CFR 635.410.
- c. The terms of all governmental permits or other approvals, as well as any private approvals of third parties necessary for such work;
- d. The standard specifications, standards of practice, and construction methods (collectively, "standards") which City customarily applies to utility facilities comparable to the City Utilities that are constructed by the City or for the City by its contractors at the City's expense, which standards are current at the time this Agreement is signed by the City, and which include but are not limited to: (i) the Utility Criteria Manual, (ii) the Standard Products List, and (iii) Technical Criteria Manuals. The City agrees to provide these materials to Mobility Authority and the D/B Contractor in writing (including email transmission of documents).
- e. The completed Plans; and
- f. The warranty provided by D/B Contractor in the D/BC with regard to all other work performed under the D/BC.

2) Mobility Authority shall require the D/B to carry insurance of the types and in amounts no less than those specified in the attached Exhibit “_” and shall ensure that the City is named as an additional insured on such policies.

3) Mobility Authority shall require in the D/BC that such design and construction also shall be consistent and compatible with (i) the D/B Contractor's current design and construction of the Project, (ii) the "Ultimate Configuration" for the Project, and (iii) any other utilities being installed in the same vicinity. In case of any inconsistency among any of the standards referenced in this Agreement, the most stringent standard shall apply.

4) The Plans shall identify all utility facilities that the City intends to abandon in place rather than remove, including material type, quantity, size, age, condition (if known), and method of abandonment, which shall be subject to Mobility Authority's approval.

5) For any asbestos cement ("AC") pipe removal work, the D/B Contractor shall follow the National Emissions Standards for Hazardous Air Pollutants ("NESHAP"), the Occupational Safety and Health Administration ("OSHA"), the Texas Department of State Health Services ("TDSHS"), and the City's established procedures and requirements. In the event of any contamination caused by the pipeline removal, the D/B Contractor shall be responsible for that remediation.

6) With the exception of undisturbed AC pipe as approved to remain in place, no facilities containing hazardous or contaminated materials may be abandoned, but shall be specifically identified and removed in accordance with the requirements of this Agreement. The Mobility Authority agrees to pay for the assessment and remediation or other corrective actions relating to soil and groundwater contamination caused by the utility facility prior to the removal.

7) The City agrees that all service meters must be placed outside of the Project ROW unless otherwise agreed by Mobility Authority.

E. City Provided Services

In addition to services provided by the City as specified elsewhere in this Agreement, the City shall provide the following services:

1) Review any and all plans addressed in the preceding section 3.C in a timely manner for substantial compliance with the requirements of this agreement and applicable City procedures, Legal Requirements and City Standards, and will approve all Plans and Specifications that comply with these requirements in all material respects within a reasonable period of time after submission.

2) Reasonable assistance to D/B Contractor in obtaining any necessary local or municipal permits as not otherwise provided for under the D/BC, as may be required for the City Adjustments and the Betterments.

3) Throughout the City Adjustment work, and the Betterment work, hereunder, the City shall provide adequate inspectors and appropriate supporting resources for such construction. The work shall be inspected by the City's inspector(s) at least once each working day, and more often if such inspections are deemed necessary by City. Further, upon request by the D/B Contractor or its contractors, the City shall furnish an inspector at any reasonable time in which construction is underway pursuant to this Agreement, including occasions when construction is underway in excess of the usual forty (40) hour work week and at such other times as reasonably required. The City agrees to promptly notify the D/B Contractor and Mobility Authority of any concerns resulting from any such inspection.

4) For this Agreement, “Substantial Completion,” means that construction of one or more segments of the City Adjustments has been substantially completed in accordance with the Plans with the exception of only minor punch list items. Further, with regard to water and wastewater lines construction, Substantial Completion means that the City Adjustments, including all testing and disinfection in accordance with the City of Austin 510 Pipe Specifications, have been completed and accepted, including “as-built” drawings have been provided, costs and quantities have been provided, a certified letter from the D/B Contractor’s design engineer indicating that the City Adjustments were constructed in accordance with the Plans and that installation of all components is in accordance with all the design and construction standards as stated in this Agreement, and the line(s) placed into service. Work that remains after Substantial Completion could include the final pavement of roadways, adjustment of structures to final grade and revegetation.

- a. When the D/B Contractor considers that the City Adjustments, or a segment thereof which the City agrees to accept separately, are substantially complete, the D/B Contractor shall notify Mobility Authority and the City and request a determination as to whether the City Adjustments or a designated segment thereof are substantially complete. If the City does not consider the City Adjustments, or a segment thereof, substantially complete, the City will notify Mobility Authority and the D/B Contractor giving reasons therefor. After performing any required work, the D/B Contractor shall then submit another request for the City to determine Substantial Completion. If the City considers the City Adjustments (or a segment thereof) to be substantially complete, the City will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, and shall include a punch list of items (“Punch List Items”) to be completed or corrected. In each case, the City shall provide such determination within 14 days of the notice from the D/B Contractor. Failure to include an item on the Punch List Items does not alter the responsibility of Mobility Authority to cause the completion of the City Adjustments in accordance with this Agreement.
- b. Mobility Authority shall cause completion of all Punch List Items no later than final acceptance of the Project, subject to Force Majeure Delays, as that term is defined in the D/BC.
- c. Mobility Authority shall cause the D/B Contractor to provide the City with a certified letter indicating that the City Utilities are free and clear of all liens, claims and encumbrances.
- d. Mobility Authority and/or the D/B Contractor shall have the obligation to maintain the adjusted City Utilities until the City accepts the adjusted City Utilities as stated herein.

5) By final acceptance of the Project, Mobility Authority shall cause the D/B Contractor to submit to the City written documentation showing that the Punch List Items have been satisfactorily completed, along with the letters described in subsection (3) above. Also by final acceptance of the Project, Mobility Authority and/or the D/B Contractor shall provide the City with final “as-built” drawings of the City Adjustments and Betterments.

6) Within 30 days of receiving documentation described in subsection (4) above, the City shall perform a final inspection of the adjusted City Utilities, including conducting any tests as are necessary or appropriate, and that are not the obligation of D/B Contractor as stated in 3.G. below, and accept such construction by giving written notice of such acceptance to Mobility Authority and D/B Contractor. If the City does not accept the construction, then the City shall, not later than the 15th business day after the inspection of the adjusted City Utilities, notify Mobility Authority and D/B Contractor in writing of the grounds for non-acceptance. Mobility Authority and D/B Contractor shall notify the City in writing upon completion of corrections to the non-conforming work. With regard to any re-inspection (and re-testing if appropriate) of any revised construction, Mobility Authority, the D/B Contractor, and the City shall follow the same notice and inspection schedule set forth above.

7) From and after the City’s acceptance of an adjusted City Utility, the City agrees to accept ownership of, and full operation and maintenance responsibility for, such City Utility. The City shall not have ownership and operation and maintenance responsibility for any adjusted City Utility until the City has accepted such City Utility in accordance with the preceding section 3.E.5.

8) At the D/B Contractor’s request, the City shall assist the D/B Contractor in locating any City Utilities (including appurtenances) which are owned and/or operated by City and may be impacted by the Project. Without limiting the generality of the foregoing, or limiting D/B Contractor’s obligation under the D/BC to make inspections and investigations necessary to locate and avoid existing utilities, in order to help facilitate that neither the adjusted City Utilities nor existing, unadjusted utilities owned or operated by the City are damaged during construction of the Project, the City shall make reasonable attempts based on available "as built" information, to mark in the field the location of all such utilities horizontally on the ground in advance of Project construction in the immediate area of such utilities.

F. Mobility Authority Provided Services

1) In addition to services provided by Mobility Authority as specified elsewhere in this Agreement, Mobility Authority shall provide the following services:

- a. Provide plans to the City for review and approval in accordance with the preceding section 3.C. and 3.E..
- b. Participate with D/B Contractor in inspections of the work by the City.
- c. Permit City’s inspectors and other authorized representatives to inspect the City Adjustments at all times.

- d. Ensure delivery of as-built drawings to City
- 2) The Mobility Authority shall ensure that the D/B Contractor will provide the following services and documentation
- a. Project management during the City Adjustments and perform the City Adjustments
 - b. Documentation of any field modifications occurring in the City Adjustments
 - c. As-built plans of the City Adjustments for Mobility Authority and the City
 - d. Detailed records of work and payments to manage and account for the City's funds that have been escrowed with Mobility Authority
 - e. Maintain a job file
 - f. Maintenance of all adjusted facilities until City acceptance
 - g. Secure any necessary local or municipal permits as not otherwise provided for under the D/BC, as may be required for the City Adjustments, with the reasonable assistance of the City
 - h. The D/B shall not begin work on any portion of the City Adjustments until the City has approved the final plans for such work.

G. Betterments

1) For purposes of this Agreement, unless otherwise specified, the term "Betterment" means any upgrading of a City Utility being adjusted that is not attributable to the construction of the Project and is made solely for the benefit of and at the election of the City, including but not limited to an increase in the capacity, capability, efficiency or function of the adjusted City Utility over that provided by the existing City Utility facility or an expansion of the existing City Utility facility; provided, however, that the following are not considered Betterments:

- a. any upgrading which is required for accommodation of the Project;
- b. replacement devices or materials that are of equivalent standards although not identical;
- c. replacement of devices or materials no longer regularly manufactured with the next highest grade or size;

- d. any upgrading required by applicable laws, regulations, codes or ordinances;
- e. replacement devices or materials which are used for reasons of economy (e.g., non-stocked items may be uneconomical to purchase); or
- f. any upgrading required by the City's written "standards" meeting the requirements of Paragraph 3.D.(1)(d).

2) It is understood and agreed that Mobility Authority shall not pay for any Betterments and that the City shall be solely responsible therefore. No Betterment may be performed hereunder (i) which is incompatible with the Project or the Ultimate Configuration, (ii) which cannot be performed within the other constraints of applicable law or any applicable governmental approvals, or (iii) which cannot be performed within the requirements of the Project schedule.

3) The determinations and calculations of Betterment described in this Paragraph 3.H. shall exclude right of way acquisition costs. Betterment in connection with right-of-way acquisition is addressed in Paragraph 4.

4) The total costs for all Betterments performed pursuant to this Agreement are included within the City Adjustment Costs shown on Exhibit A. The City Adjustment Costs shall not be modified on account of Betterments unless a change in the scope of work occurs, as referenced in subsections 3.A.2) and 3.A.3).

4. Real Property Interests

A. Definitions Relevant to this Article 4, *Real Property Interests*

1. *Applicable Law*, for the purposes of this Article 4, *Real Property Interests*, means any law, code, regulation, or ordinance applicable to the acquisition of interests in real property for the Project, including, without limitation, all Federal laws, regulations, decrees, ordinances and policies applicable to projects securing Federal Funds, 42 U.S. Code Chapter 61 – *Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs*; and state and local laws, regulations, decrees, ordinances and policies, including without limitation the Texas Property Code, Texas Transportation Code §§ 370.161- 370.193, *Acquisition, Construction, and Operation of Transportation Projects*, and Texas Parks and Wildlife Code, §§ 26.001- 26.004, *Protection of Public Parks and Recreational Lands*.
2. *Betterment Property Interests*, for the purposes of this Article 4, *Real Property Interests*, means any new easement or other interest in real property outside of the Project right of way that is not attributable to the Project, and that is made solely for the benefit and at the election of the

City and is not required in order to comply with any other law, code, or ordinance.

3. *Existing Utility Property Interests*, for the purposes of this Article 4, *Real Property Interests*, means any right, title, claim, including prescriptive rights, or interest in real property claimed by the City with respect to the City Utilities in their existing location(s)
4. *Mobility Authority*, for the purposes of this Article 4, *Real Property Interests*, means the Mobility Authority or its lawfully designated agent for acquiring Betterment Property Interests and Replacement Utility Property Interests.
5. *Replacement Utility Property Interests*, means any new easement or other interest in real property outside of the Project right of way that is attributable solely to the Project and is required to comply with an applicable law, code, or ordinance.

B. City to provide documentation of Existing Utility Property Interests. The City has provided, or upon execution of this Agreement shall promptly provide to Mobility Authority documentation indicating any Existing Utility Property Interest

C. Acquisition of Property Interests in City-owned land. For those portions of the City Adjustments that require the relocation of utilities to a Replacement Property Interest owned by the City, the City will undertake the acquisition and establishment of easements in that City-Owned property at the cost of the Mobility Authority, pursuant the Applicable Laws.

D. Acquisition of Property Interests in Land Not Owned by the City. The Mobility Authority shall be responsible for acquiring Replacement Property Interests and Betterment Property Interests as follows.

1. If acquisition of Replacement Property Interests is necessary, then the Mobility Authority shall be responsible for undertaking such acquisition, with the assistance of the City. The City shall use reasonable efforts to assist the Mobility Authority if necessary. Mobility Authority shall ensure that each acquisition complies with Applicable Law. Acquisition of Replacement Property Interests is at the Mobility Authority's cost
 - a. Mobility Authority use easement forms provided by the City. Any alterations and/or revisions to the easement forms are subject to approval by the City, which shall not be unreasonably withheld.
 - b. Mobility Authority acknowledges that the City's easement forms may contain rights not contained within the forms covering the Existing Utility Property Interests. Any difference in the rights between the Existing Utility Property Interest forms and the

easement forms provided by the City are NOT to be considered "Betterments.

- c. For each Existing Utility Property Interest located within the final Project right of way upon completion of the related City Adjustment work and its acceptance by the City, the City agrees to execute a quitclaim deed or other appropriate documentation (e.g. release of easement) relinquishing such Existing Utility Property Interest to Mobility Authority, unless the affected City Utility is remaining in its original location or is being reinstalled in a new location within the area subject to such Existing Utility Property Interest. All quitclaim deeds or other relinquishment documents shall be subject to Mobility Authority's reasonable approval provided, however such documents shall release the City's interests in the Existing Utility Property Interest on an "as-is, where-is" basis and the City shall not be required to give any warranty of title. For each such Existing Utility Property Interest relinquished by the City, Mobility Authority shall do one of the following to compensate the City for such Existing Utility Property Interest, as appropriate:
- (1) If the City or the D/B Contractor on behalf of the City acquires a Replacement Utility Property Interest for the affected City Utility, Mobility Authority shall pay or cause the D/B Contractor to pay the City for the City's actual acquisition costs in accordance with the terms of this Article 4; or
 - (2) If the City does not acquire a Replacement Utility Property Interest for the affected City Utility, Mobility Authority shall compensate the City or cause the D/B Contractor to compensate the City for the fair market value of such relinquished Existing Utility Property Interest, as mutually agreed between the City and Mobility Authority and supported by an independent appraisal performed by a State Certified General Real Estate Appraiser. In the event City and Mobility Authority cannot agree on the fair market value of such relinquished Existing Utility Property Interest, the City and Mobility Authority may each engage at their expense a State Certified General Real Estate Appraiser, and the fair market value of such relinquished Existing Utility Property Interest for purposes hereof shall be the mean value between the two appraisals.
- d. The compensation provided to the City pursuant to this Article 4.C.1 shall constitute complete compensation to the City for the relinquished Existing Utility Property Interest and any

Replacement Utility Property Interest, and no further compensation shall be due to the City the Mobility Authority on account of such Existing Utility Property Interest or Replacement Utility Property Interest(s).

2. If acquisition of Betterment Property Interests in necessary, then the City shall be responsible for the costs of acquiring such interest
 - a. City payment for Betterment Property Interests will be based on a fair market appraisal and will only be composed of the portion of the property interest in excess of the size of the required by Applicable Law.
 - b. The City's obligation for the costs of acquiring Betterment Replacement Property Interests shall not exceed the fair market value of such interest as determined in accordance with an appraisal prepared in accordance with Applicable Law.
 - c. The appraisal of any Betterment Replacement Property Interest is subject to the City's review and approval prior to the Mobility Authority's entering into any purchase agreement for the interest

E. The City shall execute a Utility Joint Use Acknowledgment for each City Adjustment where required pursuant to Mobility Authority policies. All City Joint Use Acknowledgments shall be in substantially the form attached to this Agreement as Exhibit " _".

5. Termination

- A.** This Agreement may be terminated in the following manner:
- 1) By mutual written agreement and consent of both parties;
 - 2) By either party upon the failure of the other party to cure an Event of Default as provided below;
 - 3) By either party if a party fails to appropriate funds for the completion of this Project; or
 - 4) By either party if the Project is cancelled or modified so as to eliminate the necessity of the Adjustment work described herein. Upon such termination, the parties shall negotiate in good faith an amendment that shall provide mutually acceptable terms and conditions for handling the respective rights and liabilities of the parties relating to such termination. In particular, and without limitation, each party shall be liable to the other for its share of any costs incurred by the other party prior to receipt of notice of termination, and for its share of any costs incurred by the other party after receipt of notice of termination, and which could not be reasonably avoided.

- B.** In the event either party fails to perform its material obligations as set forth in this Agreement (an "Event of Default"), the other party (the "Non-Defaulting Party") shall provide prompt written notice of such failure. The party receiving the notice (the "Defaulting Party") shall then have thirty (30) days in which to cure the Event of Default, or if the failure is such that it cannot be cured in thirty days, to make substantial and continued progress toward curing the Event of Default within a reasonable time. In the event that, after written notice as provided herein, the Defaulting Party fails, within thirty days, to cure the Event of Default, or, if the Event of Default is such that it cannot be cured in thirty days, to make substantial and continued progress toward curing the Event of Default within a reasonable time, then the Non-Defaulting Party, by further written notice to the Defaulting Party, may immediately terminate this Agreement.
- C.** If the Agreement is terminated in accordance with the above provisions, City will be responsible for the payment of its share of City Adjustment Costs incurred by Mobility Authority on behalf of City up to the time of termination.

6. Right of Access

If City is the owner of any part of the Project site, City shall permit Mobility Authority, D/B Contractor, or their authorized representatives to have access to the site to perform any activities required to execute the City Adjustments.

7. Responsibilities of the Parties and Indemnity

City acknowledges that it is not an agent, servant, or employee of the Mobility Authority or D/B Contractor, nor is it engaged in a joint enterprise with either of them, and it is responsible for its own acts and deeds and for those of its agents or employees during the performance of the City Adjustments. **TO THE EXTENT PERMITTED BY TEXAS LAW, CITY AGREES THAT IT IS RESPONSIBLE, TO THE EXCLUSION OF ANY SUCH RESPONSIBILITY OF THE MOBILITY AUTHORITY, ITS AGENTS AND EMPLOYEES, FOR ANY AND ALL LIABILITY, SUITS, ACTIONS, AND CLAIMS FOR ANY AND ALL INJURIES OR DAMAGES SUSTAINED BY ANY PERSON OR PROPERTY TO THE EXTENT THAT THEY ARE CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS AND/OR THE NEGLIGENT ACTS OR OMISSIONS OF ITS EMPLOYEES, PROFESSIONAL CONSULTANTS, CONTRACTORS, AND AGENTS, DURING THEIR PERFORMANCE OF WORK AND IN CONSEQUENCE WITH THE PERFORMANCE OF THE DESIGN, CONSTRUCTION, MAINTENANCE AND OPERATION OF THE CITY UTILITIES AND/OR THE ADJUSTED UTILITIES, AS DETERMINED BY A COURT OF COMPETENT JURISDICTION. THE CITY IS NOT RESPONSIBLE FOR ANY LIABILITY, SUITS, ACTIONS, AND/OR CLAIMS FOR ANY AND ALL INJURIES OR DAMAGES SUSTAINED BY ANY PERSON OR PROPERTY TO THE**

EXTENT THAT THEY ARE CAUSED BY ANY OTHER ENTITY, INCLUDING THE MOBILITY AUTHORITY, ITS EMPLOYEES, PROFESSIONAL CONSULTANTS, CONTRACTORS, AND/OR AGENTS. SUCH RESPONSIBILITY INCLUDES BUT IS NOT LIMITED TO ANY CLAIMS OR AMOUNTS ARISING OR RECOVERED UNDER THE "WORKERS COMPENSATION LAW," THE TEXAS TORT CLAIMS ACT, CHAPTER 101, TEXAS CIVIL PRACTICE AND REMEDIES CODE; OR ANY OTHER APPLICABLE LAWS OR REGULATIONS, ALL AS TIME TO TIME MAY BE AMENDED.

8. Entire Agreement

This Agreement embodies the entire agreement between the parties, supersedes all prior agreements, understandings, statements, representations and negotiations between the Parties with respect to its subject matter, and there are no oral or written agreements between the parties or any representations made which are not expressly set forth herein.

9. Successors and Assigns

Mobility Authority and City each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

10. Amendments

This Agreement may be amended only in a writing signed by both parties.

11. Notices

All notices to either party by the other required under this Agreement shall be delivered by receipted overnight delivery service, addressed to such party at the following addresses:

| | |
|---|---|
| <p>CITY:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> | <p>MOBILITY AUTHORITY:</p> <p>[name of person or office]</p> <p>Central Texas Regional Mobility Authority</p> <p>3300 N. IH-35, Suite 300</p> <p>Austin, Texas 78705</p> |
|---|---|

All notices shall be deemed given on the date so delivered, unless otherwise provided in this Agreement. Either party may change the above address by sending written notice of the change to the other party.

12. Approvals

Any acceptance, approval, or any other like action (collectively "Approval") required or permitted to be given by either the City or Mobility Authority pursuant to this Agreement:

- A. Must be in writing to be effective (except if deemed granted pursuant hereto), and
- B. Shall not be unreasonably withheld or delayed; and if Approval is withheld, such withholding shall be in writing and shall state with specificity the reason for withholding such Approval, and every effort shall be made to identify with as much detail as possible what changes are required for Approval.

13. Signatory Warranty

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

THIS AGREEMENT IS EXECUTED by Mobility Authority and the City in duplicate.

THE CITY

Signature

Typed or Printed Name

Title

Date

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

[Title]

Date

EXHIBIT A

| | <u>CITY to CTRMA</u> | <u>CTRMA to CITY</u> |
|--|-------------------------|-------------------------------|
| NEGOTIATED LUMP SUM COSTS FOR BETTERMENTS | | |
| Construction Costs for Betterments | \$ 9,705,504.02 | |
| Easements Costs for Betterments | \$ 400,580.76 | |
| Subtotal: | \$ 10,106,084.78 | |
| PREVIOUSLY EXPENDED INDIRECT COSTS FOR CITY RELATED TO UTILITY RELOCATIONS | | |
| Engineering/PM/Easement Acq./AWU Design Review/Coordination with CTRMA and DB Contractor | | \$ 1,989,393.75 |
| Credit Adjustment for New Infrastructure against Proposed Indirect Costs - 25% | | \$ (497,348.44) |
| Subtotal: | | \$ 1,492,045.31 |
| PROPOSED LUMP SUM INDIRECT COSTS FOR CITY RELATED TO UTILITY RELOCATIONS | | |
| Design Reviews and Engineering/Field Support/Administrative (Austin Water Utility, Public Works) | | \$ 529,974.00 |
| Easement Acquisition (Office of Real Estate) | | \$ 189,760.00 |
| Construction Inspection (Public Works) | | \$ 904,040.00 |
| | | \$ 1,623,774.00 |
| Credit Adjustment for New Infrastructure against Proposed Indirect Costs - 25% | | \$ (405,943.50) |
| Subtotal: | | \$ 1,217,830.50 |
| Project Management (Public Works) | | \$ 446,160.00 |
| Subtotal: | | \$ 446,160.00 |
| PROPOSED LUMP SUM INDIRECT COSTS FOR PERMITTING | | |
| Permitting Assistance | | |
| (Development Services Department) | | \$ 260,000.00 |
| (Austin Transportation Department) | | \$ 50,000.00 |
| | | \$ 310,000.00 |
| Credit Adjustment for New Infrastructure against Proposed Indirect Costs - 25% | | \$ (77,500.00) |
| Subtotal: | | \$ 232,500.00 |
| Total: | <u>\$ 10,106,084.78</u> | <u>\$ 3,388,535.81</u> |
| City of Austin Cost Responsibility for Betterments | | \$ 10,106,084.78 |
| CTRMA Cost Responsibility for City indirect costs related to Non-Betterment Relocations | | \$ (3,388,535.81) |
| Total Pay-out to CTRMA for Project Utility Relocations | | <u>\$ 6,717,548.97</u> |

EXHIBIT B

PLANS

EXHIBIT C

FORM OF UTILITY JOINT USE ACKNOWLEDGMENT



UTILITY JOINT USE ACKNOWLEDGEMENT REIMBURSABLE UTILITY ADJUSTMENT

U-Number:

District:

Highway:

County:

WHEREAS, the State of Texas, ("**State**"), acting by and through the Texas Department of Transportation ("**TxDOT**"), proposes to make certain highway improvements on that section of the above-indicated highway; and

WHEREAS, the _____, ("**Utility**"), proposes to adjust or relocate certain of its facilities, if applicable, and retain title to any property rights it may have on, along or across, and within or over such limits of the highway right of way as indicated by the location map attached hereto.

NOW, THEREFORE, in consideration of the covenants and acknowledgements herein contained, the parties mutually agree as follows:

It is agreed that joint usage for both highway and utility purposes will be made of the area within the highway right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Nothing in this Acknowledgement shall serve to modify or extinguish any compensable property interest vested in the **Utility** within the above described area. If the facilities shown in the aforementioned plans need to be altered or modified or new facilities constructed to either accommodate the proposed highway improvements or as part of **Utility's** future proposed changes to its own facilities, **Utility** agrees to notify **TxDOT** at least 30 days prior thereto, and to furnish necessary plans showing location and type of construction, unless an emergency situation occurs and immediate action is required. If an emergency situation occurs and immediate action is required, **Utility** agrees to notify **TxDOT** promptly. If such alteration, modification or new construction is in conflict with the current highway or planned future highway improvements, or could endanger the traveling public using said highway, **TxDOT** shall have the right, after receipt of such notice, to prescribe such regulations as necessary for the protection of the highway facility and the traveling public using said highway. Such regulations shall not extend, however, to requiring the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

If **Utility's** facilities are located along a controlled access highway, **Utility** agrees that ingress and egress for servicing its facilities will be limited to frontage roads where provided, nearby or adjacent public roads and streets, or trails along or near the highway right of way lines which only connect to an intersecting road. Entry may be made to the outer portion of the highway right of way from any one or all access points. Where supports, manholes or other appurtenances of the **Utility's** facilities are located in medians or interchange areas, access from the through-traffic roadways or ramps will be allowed by permit issued by the **State** to the **Utility** setting forth the conditions for policing and other controls to protect highway users. In an emergency situation, if the means of access or service operations as herein provided will not permit emergency repairs as required for the safety and welfare of the public, the **Utility** shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required repairs, provided **TxDOT** is notified immediately when such repairs are initiated and adequate provision is made by **Utility** for the convenience and safety of highway traffic. Except as expressly provided herein, the **Utility's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public.

If **Utility's** facilities are located along a non-controlled access highway, the **Utility's** rights of ingress and egress to the through-traffic roadways and/or ramps are subject to the same rules and regulations as apply to the general public.

Initial

Date

Participation in actual costs incurred by the **Utility** for any future adjustment, removal or relocation of utility facilities required by highway construction shall be in accordance with applicable laws of the State of Texas.

It is expressly understood that **Utility** conducts the new installation, adjustment, removal, and/or relocation at its own risk, and that **TxDOT** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The **Utility** and the **State**, by execution of this Acknowledgement , do not waive or relinquish any right that they may have under the law.

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

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

Owner: _____
Utility Name

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

\

The State of Texas

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Texas Department of Transportation

Title: _____

Date: _____

AGENDA



Recommendation for Council Action

| | | | | |
|---------------------|----------------|-------|----------------------|-----|
| Austin City Council | Item ID | 51774 | Agenda Number | 35. |
|---------------------|----------------|-------|----------------------|-----|

| | | | |
|----------------------|------------|--------------------|--------------|
| Meeting Date: | 11/19/2015 | Department: | Public Works |
|----------------------|------------|--------------------|--------------|

Subject

Authorize negotiation and execution of an interlocal agreement with the Central Texas Regional Mobility Authority for the relocation and improvement of water and wastewater utilities in connection with the Mobility Authority's Bergstrom Expressway (183 South) Project for the amount of \$6,717,549 plus a contingency of \$1,010,608, for a total agreement amount not to exceed \$7,728,157.

Amount and Source of Funding

Funding is available in the Fiscal Year 2015-2016 Capital Budget of the Austin Water Utility.

Fiscal Note

A fiscal note is attached.

Purchasing Language:

Prior Council Action:

For More Information: Randy Harvey, 512-974-1585; Aldo Ranzani, 512-972-1122; Lucy Bonee, 512-974-7967

Council Committee, Boards and Commission Action: Recommended by the Water & Wastewater Commission on December 9, 2015.

MBE / WBE:

Related Items:

Additional Backup Information

The Central Texas Regional Mobility Authority's board has authorized the CTRMA to undertake and complete a transportation project generally described as the Bergstrom Expressway (183 South) from US 290 at Springdale / Manor Road to SH 71 near Bergstrom Airport.

The City possesses utility infrastructure that is or may be in conflict with the proposed Bergstrom Expressway. CTRMA is obligated to relocate, at their expense, existing City utilities as necessary to accommodate their project. The City has to date incurred approximately \$1,492,045 in costs associated with the acquisition of easements, project management, and engineering costs to facilitate these relocations and these costs are reimbursable to the City from CTRMA.

This project also provides an opportunity for Austin Water to upgrade their existing infrastructure during this project as well as add new infrastructure to better serve the growing Austin Metropolitan area. These requested upgrades and additions are considered "betterments" and will be constructed by the CTRMA as part of this project and will be funded by Austin Water. The City and CTRMA have agreed on a lump sum cost of \$10,106,085 associated with these betterments. The City and CTRMA agree that the \$10,106,085 represents the total lump sum cost associated with the requested betterments and that there will be no adjustments to this cost unless the agreed scope of work is modified.

A project of this size, scope, and schedule will stress City staff responsible for design support and permitting reviews which can translate into extended City process timelines for this project as well impacting other unrelated projects moving through the permitting and review processes. To mitigate this impact, the City has agreed to provide dedicated City permit and review staff from the various departments impacted by this project and the CTRMA has agreed to fund the additional City staff required to fulfill this obligation. The City and CTRMA have agreed on a lump sum cost of \$1,896,491 associated with the dedicated City services.

This Inter-local Agreement allows the Austin Water to pay CTRMA the agreed lump sum cost of the betterments in the amount of \$10,106,085, less the agreed lump sum costs incurred to date by the City of \$1,492,045, and less the negotiated lump sum costs associated with providing the dedicated City services of \$1,896,491. The payment to CTRMA from the City for the betterments less the agreed upon City expenses will be \$6,717,549. A 10% contingency in funding is requested to cover possible changes or additions to the scope of betterments that may become necessary during design or construction due to unforeseen conditions.

The Project location is within Council Districts 1, 2, and 3.

This project is managed by the Public Works Department.



Action taken by the City Council during the meeting of: Thursday, December 17, 2015

All the information on this page is tentative and subject to change without notice. Details of Council's votes are **not** captured below but will be incorporated in the minutes approved by the City Council at a subsequent Council Meeting and posted to the web.

Approval of Minutes

1. Approve the minutes of the Austin City Council work session of December 8, 2015 and regular meeting of December 10, 2015.

APPROVED ON CONSENT

Austin Energy

2. Authorize amendments to two existing contracts with Atmos Pipeline - Texas, for natural gas transportation services, to extend the contracts for 36 months for an estimated aggregate amount not to exceed \$3,000,000.

APPROVED ON CONSENT

Austin Water Utility

3. Authorize negotiation and execution of an interlocal agreement with Travis County for the Slaughter Lane East improvement project, in the amount of \$48,350 plus a \$3,975 contingency for a total amount of \$52,325. (District 2)

APPROVED ON CONSENT

4. Authorize negotiation and execution of an interlocal agreement with Williamson County for the Forest North, Pearson Ranch Road, Bayswater Gardens, and Lakeline Boulevard improvement projects in the amount of \$1,300,435.62 plus a \$108,997.47 contingency for a total of \$1,409,433.09. (District 6).

APPROVED ON CONSENT

2016 until May 8, 2016.

APPROVED ON CONSENT

32. Approve an ordinance amending the Fiscal Year 2015-2016 Special Revenue Fund Operating Budget of the Parks and Recreation Department (Ordinance No. 20150910-001) to accept and appropriate up to \$250,000 from the Trail of Lights Foundation for payment of City services, and authorize waiver of certain permit, application and similar fees and requirements for the 2015 Trail of Lights in an amount not to exceed \$205,000.

APPROVED ON CONSENT

Planning and Zoning

33. Approve an ordinance extending the expiration date of Ordinance No. 20141120-056 relating to requirements for non-peak hour concrete installation within portions of the Central Business District and Public zoning districts.

APPROVED ON CONSENT

Public Works

34. Authorize negotiation and execution of an interlocal agreement with the City of Sunset Valley for the construction and maintenance of Violet Crown Trail – North project. (District 8).

APPROVED ON CONSENT

35. Authorize negotiation and execution of an interlocal agreement with the Central Texas Regional Mobility Authority for the relocation and improvement of water and wastewater utilities in connection with the Mobility Authority's Bergstrom Expressway (183 South) Project for the amount of \$6,717,549 plus a contingency of \$1,010,608, for a total agreement amount not to exceed \$7,728,157.

APPROVED ON CONSENT

36. Authorize negotiation and execution of an interlocal agreement with the Capital Metropolitan Transportation Authority for the relocation and improvement of a water line in connection with the Plaza Saltillo Track Realignment project in the amount of \$75,350 plus a contingency of \$7,535, for a total amount not to exceed \$82,885.

APPROVED ON CONSENT

37. Authorize negotiation and execution of an interlocal agreement with Travis County for construction of new water lines within the Texas Department of Transportation at FM 1626 from Manchaca Road to Brodie Lane Project, in the amount of \$382,263.00, plus a \$38,227.00 contingency, for a total contract amount not to exceed \$420,490.00.

APPROVED ON CONSENT

CIP EXPENSE DETAIL

DATE OF COUNCIL CONSIDERATION:
CONTACT DEPARTMENT(S):

12/17/15
Austin Water

SUBJECT: Authorize negotiation and execution of an interlocal agreement with the Central Texas Regional Mobility Authority for the relocation and improvement of water and wastewater utilities in connection with the Mobility Authority's Bergstrom Expressway (183 South) Project for the amount of \$6,717,549 plus a contingency of \$1,010,608, for a total agreement amount not to exceed \$7,728,157.

CURRENT YEAR IMPACT:

| | |
|------------------------|---|
| Department: | Austin Water |
| Project Name: | E Hwy 183 Tm |
| Fund/Department/Unit: | 3960-2207-7935 |
| Funding Source: | Commercial Paper |
| Current Appropriation: | 3,838,675.00 |
| Unencumbered Balance: | 3,622,444.56 |
| Amount of This Action: | <u>(3,420,737.00)</u> |
| Remaining Balance: | <u>201,707.56</u> |
| | |
| Project Name: | Txdot-Us 183 Bergstrom Expway (Us 290 To Sh 71) |
| Fund/Department/Unit: | 3920-2207-6421 |
| Funding Source: | AWU Fund Transfer |
| Current Appropriation: | 3,066,175.00 |
| Unencumbered Balance: | 2,236,934.74 |
| Amount of This Action: | <u>(1,410,504.00)</u> |
| Remaining Balance: | <u>826,430.74</u> |
| | |
| Project Name: | Us 183 Bergstrom Expressway Relocation - Txdot |
| Fund/Department/Unit: | 4570-2307-4691 |
| Funding Source: | Commercial Paper |
| Current Appropriation: | 1,268,146.00 |
| Unencumbered Balance: | 969,455.39 |
| Amount of This Action: | <u>(804,909.00)</u> |
| Remaining Balance: | <u>164,546.39</u> |

**CIP
EXPENSE DETAIL**

DATE OF COUNCIL CONSIDERATION:
CONTACT DEPARTMENT(S):

12/17/15
Austin Water

| | |
|------------------------|--|
| Project Name: | Linger Ln To Boggy Crk Lift Station Gravity Ww Line |
| Fund/Department/Unit: | 4570-2307-4742 |
| Funding Source: | Commercial Paper |
| Current Appropriation: | 2,235,365.00 |
| Unencumbered Balance: | 2,215,365.00 |
| Amount of This Action: | <u>(2,092,007.00)</u> |
| Remaining Balance: | <u>123,358.00</u> |

| | |
|---|----------------------------|
| Total Amount of this Action funded by CIP | <u><u>7,728,157.00</u></u> |
|---|----------------------------|

ANALYSIS / ADDITIONAL INFORMATION: As the funds were previously authorized by Council, there is no analysis/ additional information required to demonstrate funding. If additional funding is needed it will be contingent on funding in future budgets.



**CENTRAL TEXAS
Regional Mobility Authority**

March 30, 2016
AGENDA ITEM # 7

Award a professional services contract to provide design services for the 290E/ SH130 direct connectors.

Strategic Plan Relevance: Regional Mobility
Department: Engineering
Contact: Justin Word, P.E., Director of Engineering
Associated Costs: \$3,500,000
Funding Source: General Fund
Action Requested: Consider and act on draft resolution.

Summary:

On September 29, 2015, the Mobility Authority's Board of Directors authorized the issuance of procurement for professional engineering services for the 290 East/ SH130 direct connectors to improve the addition of a new SB SH130 to WB 290 East direct connect ramp to the main lanes in order to improve safety and operational issues.

A Selection Committee composed of Mobility Authority staff and consultants evaluated the Proposals against the criteria provided. The committee reviewed and scored the responses and made a recommendation of firm selection to the Executive Director.

Based on the evaluations, the Executive Director seeks Board approval to award a professional services contract to provide design services for the 290E/ SH130 direct connectors.

Backup provided: Draft Resolution for Board Consideration

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

RESOLUTION NO. 16-0XX

**AWARDING A PROFESSIONAL SERVICES CONTRACT TO PROVIDE DESIGN
SERVICES FOR 290E / SH 130 DIRECT CONNECTORS**

WHEREAS, by Resolution No. 15-062 dated September 30, 2015, the Board of Directors authorized and directed the Executive Director to procure professional engineering services to design one or more direct connectors at the intersection of SH 130 and the Manor Expressway, in accordance with the procurement policies established in the Mobility Authority Policy Code; and

WHEREAS, the Mobility Authority received three responses to the request for qualifications issued on November 13, 2015, and those responses were reviewed and evaluated by a selection committee in accordance with the request for qualifications and the Mobility Authority's Procurement Policies and three teams were short-listed; and

WHEREAS, following interviews of the three short-listed teams held on February 18, 2016, the selection committee has made its recommendations to the Executive Director, and the Executive Director recommends to the Board, that the Board select and authorize negotiation of a contract for professional engineering services with _____.

NOW THEREFORE, BE IT RESOLVED that the Board hereby approves the selection of _____ to provide professional engineering services to design one or more direct connectors at the intersection of SH 130 and the Manor Expressway; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to negotiate a professional engineering consulting services contract with _____. If the Executive Director and _____ cannot agree on the terms of a contract, the Executive Director may elect not to contract with _____, and may enter into negotiations with the next most highly ranked respondent as provided in Section 400.025 of the Policy Code; and

BE IT FURTHER RESOLVED that once an agreement is reached the Executive Director shall present that proposed contract to the Board for its approval.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of March, 2016.

Submitted and reviewed by:

Approved:

Geoffrey S. Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors



March 30, 2016
AGENDA ITEM # 8

Amendment to Contract with Zellmer McConnell
for MoPac Express Lane Education Campaign.

CENTRAL TEXAS
Regional Mobility Authority

Strategic Plan Relevance: Regional Mobility
Department: Communications
Contact: Dee Anne Heath, Director of External Affairs
Associated Costs: \$600,000.00
Funding Source: MoPac North Capital Budget
Action Requested: Approval of Contract Amendment

Summary: At the direction of the Mobility Authority, Zellmer McConnell instituted a number of pre-opening educational campaigns for the MoPac North Express Lanes over the past year. These innovative and successful campaigns were implemented in order to build awareness and familiarity with express lanes during the extended construction process. These campaigns were implemented at a cost of approximately \$465,000.

The MoPac North Express Lane between RM 2222 and Parmer Lane is now set to open on or before June 8, 2016. In preparation for the opening, Zellmer McConnell is recommending a comprehensive educational campaign that will ensure widespread knowledge and familiarity with the operational aspects and benefits of the new lane. They are also recommending continued educational outreach through the full opening of the MoPac North Express Lanes in late 2016.

To meet these goals, staff is requesting approval of a resolution to amend the original Zellmer McConnell contract. The amendment would add an additional \$600,000 to the original \$950,000 contract.

Backup provided: Draft Resolution

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

RESOLUTION NO. 16-0XX

**AMENDMENT TO THE ZELLMER MCCONNELL CONTRACT FOR THE MOPAC
EXPRESS LANES INFORMATION CAMPAIGN**

WHEREAS, by Resolution No. 14-82, dated October 29, 2014, the Board awarded a contract to Zellmer McConnell for marketing services for the MoPac Express Lanes Information Campaign, and the Executive Director finalized and executed the contract with Zellmer McConnell in an amount not to exceed \$950,000, effective March 26, 2015.

WHEREAS, the campaign implemented by Zellmer McConnell that focused on building awareness and familiarity with express lanes during the extended construction process at a cost of approximately \$465,000, has proven successful.

WHEREAS, opening of the MoPac North Express Lane between RM 2222 and Parmer Lane to traffic is anticipated to occur on or before June 8, 2016 and the full opening of the MoPac North Express Lanes is anticipated in late 2016.

WHEREAS, in preparation for the partial opening of the MoPac North Express Lanes in June 2016 and the full opening of the MoPac North Express Lanes later in the year, Mobility Authority staff recommends that an additional educational campaign be developed and implemented to ensure there is widespread knowledge and familiarity with the operational aspects and benefits of the new lane among the traveling public.

WHEREAS, the Executive Director and Zellmer McConnell have agreed to an Amendment No. 1 to the March 26, 2015 contract, increasing the contract amount by \$600,000 to a total amount not to exceed \$1,550,000 to develop and implement the additional elements of the MoPac Express Lanes Information Campaign.

NOW THEREFORE, BE IT RESOLVED that the proposed amendment is approved and the Executive Director is hereby authorized to finalize and execute an amendment on behalf of the Mobility Authority to increase the contract amount by \$600,000 to a total amount not exceed \$1,550,000.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30TH day of March 2016.

Submitted and reviewed by:

Approved:

Geoffrey S. Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors



**CENTRAL TEXAS
Regional Mobility Authority**

March 30, 2016
AGENDA ITEM # 9

Approve First Amendment to the
Transportation Infrastructure Finance and
Innovation (TIFIA) Agreement

Strategic Plan Relevance: Regional Mobility

Department: Finance

Contact: Bill Chapman, Chief Financial Officer

Associated Costs: N/A

Funding Source: N/A

Action Requested: Consider and act on draft resolution

Summary:

In connection with the Mobility Authority's issuance of bonds to provide funds for the 183 South Project, the Mobility Authority entered into a TIFIA Loan Agreement with USDOT, a State Highway Fund Loan Agreement with TXDOT, and a State Infrastructure Bank Loan Agreement with TXDOT.

Amendments are proposed to clarify TXDOT language to authorize the refunding of bonds. Each of the loan agreements contains substantially identical provisions relating to the issuance of Additional Senior Obligations by the junior lien refunding bonds for debt service savings that have maturity dates prior to the initial debt service payments dates under the loan agreements without TIFIA or TXDOT consent, respectively, as long as the other requirements of the loan agreements are satisfied.

Backup Provided: Resolution for Board Consideration, Amendment Draft

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

RESOLUTION 16 – 0XX

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO TIFIA LOAN AGREEMENT, A FIRST AMENDMENT TO STATE HIGHWAY FUND LOAN AGREEMENT AND A FIRST AMENDMENT TO STATE INFRASTRUCTURE BANK LOAN AGREEMENT; AND ENACTING OTHER PROVISIONS RELATED THERETO

WHEREAS, the Central Texas Regional Mobility Authority (the “Authority”) has previously entered into (i) that certain TIFIA Loan Agreement, dated as of November 18, 2015 (the “TIFIA Loan Agreement”), between the Authority and the United States Department of Transportation, acting by and through the Federal Highway Administrator, (ii) that certain State Highway Fund Loan Agreement, dated as of November 18, 2015 (the “State Highway Fund Loan Agreement”), between the Authority and the Texas Department of Transportation, and (iii) that certain State Infrastructure Bank Loan Agreement, dated as of November 18, 2015 (the “State Infrastructure Bank Loan Agreement” and, together with the TIFIA Loan Agreement and the State Highway Fund Loan Agreement, the “Agreements”); and

WHEREAS, the Authority desires to amend each of the Agreements to modify certain provisions relating to the issuance of Additional Senior Obligations; and

WHEREAS, the Agreements each permit the amendment thereof with the written consent of the parties thereto;

WHEREAS, it is hereby found and determined that the meeting at which this Resolution is approved is open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Resolution, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY THAT:

Section 1. Findings. The findings and determinations contained in the preambles hereof are hereby incorporated herein for all purposes as if set forth herein in their entirety.

Section 2. Approval of First Amendment to TIFIA Loan Agreement. The form, terms and provisions of the First Amendment to TIFIA Loan Agreement, in substantially the form attached hereto as Exhibit A, are hereby approved, with such changes as may be approved by the officer executing such First Amendment to TIFIA Loan Agreement, such approval to be evidenced by the execution thereof. The Chairman and Vice Chairman of the Board and the Executive Director of the Authority are hereby authorized, and each of them singly and individually, to finalize, execute and deliver the First Amendment to TIFIA Loan Agreement.

Section 3. Approval of First Amendment to State Highway Fund Loan Agreement. The form, terms and provisions of the First Amendment to State Highway Fund Loan Agreement, in substantially the form attached hereto as Exhibit B, are hereby approved, with such changes as may be approved by the officer executing such First Amendment to State Highway Fund Loan Agreement, such approval to be evidenced by the execution thereof. The Chairman and Vice Chairman of the Board and the Executive Director of the Authority are hereby authorized, and each of them singly and individually, to finalize, execute and deliver the First Amendment to State Highway Fund Loan Agreement.

Section 4. Approval of First Amendment to State Infrastructure Bank Loan Agreement. The form, terms and provisions of the First Amendment to State Infrastructure Bank Loan Agreement, in substantially the form attached hereto as Exhibit C, are hereby approved, with such changes as may be approved by the officer executing such First Amendment to State Infrastructure Bank Loan Agreement, such approval to be evidenced by the execution thereof. The Chairman and Vice Chairman of the Board and the Executive Director of the Authority are hereby authorized, and each of them singly and individually, to finalize, execute and deliver the First Amendment to State Infrastructure Bank Loan Agreement.

Section 5. Further Actions. The Chairman, Vice Chairman and Secretary/Treasurer of the Board, and the Executive Director, the Chief Financial Officer and the Controller of the Authority, and each of them singly and individually, and staff of the Authority, and its professional consultants, are hereby authorized and directed to take any and all actions and to execute and deliver any and all instruments and documents as may be necessary or desirable to carry out and effectuate the purposes of this Resolution and the Agreements.

Adopted by the Board of Directors of Central Texas Regional Mobility Authority on the 30th day of March, 2016.

Submitted and reviewed by:

Approved:

Geoff Petrov
General Counsel for the Central
Texas Regional Mobility Authority

Ray A. Wilkerson
Chairman, Board of Directors
Resolution No. 16- _____
Date Passed: March 30, 2016

EXHIBIT A

FIRST AMENDMENT TO TIFIA LOAN AGREEMENT

EXHIBIT B

FIRST AMENDMENT TO STATE HIGHWAY FUND LOAN AGREEMENT

EXHIBIT C

FIRST AMENDMENT TO STATE INFRASTRUCTURE BANK LOAN AGREEMENT

**FIRST AMENDMENT
TO
TIFIA LOAN AGREEMENT**

THIS FIRST AMENDMENT TO TIFIA LOAN AGREEMENT (this “First Amendment”), dated as of _____, 2016, is entered into by and between **CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**, a body politic and corporate and political subdivision of the State of Texas (the “State”), created under the laws of the State, with an address of 3300 North IH-35, Suite 300, Austin, Texas 78705 (the “Borrower”), and the **UNITED STATES DEPARTMENT OF TRANSPORTATION**, an agency of the United States of America, acting by and through the Federal Highway Administrator, with an address of 1200 New Jersey Avenue, S.E., Washington, D.C. 20590 (the “TIFIA Lender”).

RECITALS:

WHEREAS, the Borrower and the TIFIA Lender have entered into that certain TIFIA Loan Agreement (the “Agreement”), dated as of November 18, 2015; and

WHEREAS, the Borrower and the TIFIA Lender desire to amend the Agreement as provided herein to modify certain provisions thereof relating to Additional Senior Obligations; and

WHEREAS, the Agreement permits the amendment thereof with the written consent of the Borrower and the TIFIA Lender;

NOW, THEREFORE, the premises being as stated above, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged to be adequate, and intending to be legally bound hereby, it is hereby mutually agreed by and between the Borrower and the TIFIA Lender as follows:

SECTION 1. Definitions. Capitalized terms used in this First Amendment and not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

SECTION 2. Amendments to Agreement. The final proviso to the definition of “Additional Senior Obligations” is amended in its entirety to read as follows:

provided that (i) for each of clauses (a) through (c) above, (x) no Event of Default under any Indenture Document or this Agreement has occurred and is continuing and (y) the Nationally Recognized Rating Agency that provided the most recent public ratings of the Senior Obligations and the TIFIA Loan in accordance with Section 16(j) shall have confirmed that the incurrence of such Additional Senior Obligations shall not result in a downgrade of the then-existing credit ratings of the Senior Obligations or the TIFIA Loan to a rating lower than ‘BBB-’ or the equivalent public rating from a Nationally Recognized Rating Agency and (ii) for each of clauses (a) and (c) above, repayment of the principal amount of such Additional Senior Obligations does not commence until on or after the Debt Service Payment Commencement Date

SECTION 3. Amendments and Waivers. No amendment, modification, termination or waiver of any provision of this First Amendment shall in any event be effective without the written consent of each of the parties hereto.

SECTION 4. Governing Law. This First Amendment shall be governed by the federal laws of the United States of America if and to the extent such federal laws are applicable and the internal laws of the State, if and to the extent such federal laws are not applicable.

SECTION 5. Severability. In case any provision in or obligation under this First Amendment shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 6. Successors and Assigns. This First Amendment shall be binding upon the parties hereto and their respective permitted successors and assigns and shall inure to the benefit of the parties hereto and their permitted successors and assigns. Neither the Borrower's rights or obligations hereunder nor any interest thereof may be assigned or delegated by the Borrower without the prior written consent of the TIFIA Lender.

SECTION 7. Counterparts. This First Amendment and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument, signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

SECTION 8. Effectiveness. This First Amendment shall be effective as of the date first written above.

SECTION 9. Effect on Agreement; Integration. Except as specifically amended by this First Amendment, all other terms and provisions of the Agreement shall remain in full force and effect and, as applicable, shall apply to this First Amendment. In the event of any conflict or inconsistency between this First Amendment and the Agreement, the terms and provisions of this First Amendment shall govern and prevail to the extent necessary to resolve such conflict or inconsistency. The Agreement, as modified by this First Amendment, constitutes the entire contract between the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed and delivered by their respective officers thereunder truly authorized as of the date first written above.

CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY

By: _____
Name: Mike Heiligenstein
Title: Executive Director

UNITED STATES DEPARTMENT OF
TRANSPORTATION, acting by and through the
Federal Highway Administrator

By: _____
Name: Duane Callender
Title: Director, TIFIA Joint Program Office

**FIRST AMENDMENT
TO
STATE HIGHWAY FUND LOAN AGREEMENT**

THIS FIRST AMENDMENT TO STATE HIGHWAY FUND LOAN AGREEMENT (this "First Amendment"), dated as of _____, 2016, is entered into by and between **CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**, a regional mobility authority in the State of Texas ("CTRMA"), and the **TEXAS DEPARTMENT OF TRANSPORTATION**, an agency of the State ("TxDOT").

RECITALS:

WHEREAS, the CTRMA and TxDOT have entered into that certain State Highway Fund Loan Agreement (the "Agreement"), dated as of November 18, 2015; and

WHEREAS, the CTRMA and TxDOT desire to amend the Agreement as provided herein to modify certain provisions thereof relating to Additional Senior Obligations; and

WHEREAS, the Agreement permits the amendment thereof with the written consent of the CTRMA and TxDOT;

NOW, THEREFORE, the premises being as stated above, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged to be adequate, and intending to be legally bound hereby, it is hereby mutually agreed by and between the CTRMA and TxDOT as follows:

SECTION 1. Definitions. Capitalized terms used in this First Amendment and not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

SECTION 2. Amendments to Agreement. The final proviso to the definition of "Additional Senior Obligations" is amended in its entirety to read as follows:

provided that (i) for each of clauses (a) through (c) above, (x) no Event of Default under any Indenture Document or this Agreement has occurred and is continuing and (y) the Nationally Recognized Rating Agency that provided the most recent public ratings of the Senior Obligations shall have confirmed that the incurrence of such Additional Senior Obligations shall not result in a downgrade of the then-existing credit ratings of the Senior Obligations or the TIFIA Loan to a rating lower than 'BBB-' or the equivalent public rating from a Nationally Recognized Rating Agency and (ii) for each of clauses (a) and (c) above, repayment of the principal amount of such Additional Senior Obligations does not commence until on or after the Initial Principal Payment Date

SECTION 3. Amendments and Waivers. No amendment, modification, termination or waiver of any provision of this First Amendment shall in any event be effective without the written consent of each of the parties hereto.

SECTION 4. Governing Law. This First Amendment shall be governed by, and construed in accordance with, the internal laws of the State of Texas, without reference to choice of law doctrine.

SECTION 5. Severability. In case any provision in or obligation under this First Amendment shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 6. Successors and Assigns. This First Amendment shall be binding upon the parties hereto and their respective permitted successors and assigns and shall inure to the benefit of the parties hereto and their permitted successors and assigns. Neither CTRMA's rights or obligations hereunder nor any interest thereof may be assigned or delegated by CTRMA without the prior written consent of TxDOT.

SECTION 7. Counterparts. This First Amendment and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument, signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

SECTION 8. Effectiveness. This First Amendment shall be effective as of the date first written above.

SECTION 9. Effect on Agreement; Integration. Except as specifically amended by this First Amendment, all other terms and provisions of the Agreement shall remain in full force and effect and, as applicable, shall apply to this First Amendment. In the event of any conflict or inconsistency between this First Amendment and the Agreement, the terms and provisions of this First Amendment shall govern and prevail to the extent necessary to resolve such conflict or inconsistency. The Agreement, as modified by this First Amendment, constitutes the entire contract between the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed and delivered by their respective officers thereunder truly authorized as of the date first written above.

CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY

By: _____

Name: Mike Heiligenstein

Title: Executive Director

TEXAS DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

**FIRST AMENDMENT
TO
STATE INFRASTRUCTURE BANK LOAN AGREEMENT**

THIS FIRST AMENDMENT TO STATE INFRASTRUCTURE BANK LOAN AGREEMENT (this “First Amendment”), dated as of _____, 2016, is entered into by and between **CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**, a regional mobility authority in the State of Texas (“CTRMA”), and the **TEXAS DEPARTMENT OF TRANSPORTATION**, an agency of the State (“TxDOT”).

RECITALS:

WHEREAS, the CTRMA and TxDOT have entered into that certain State Infrastructure Bank Loan Agreement (the “Agreement”), dated as of November 18, 2015; and

WHEREAS, the CTRMA and TxDOT desire to amend the Agreement as provided herein to modify certain provisions thereof relating to Additional Senior Obligations; and

WHEREAS, the Agreement permits the amendment thereof with the written consent of the CTRMA and TxDOT;

NOW, THEREFORE, the premises being as stated above, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged to be adequate, and intending to be legally bound hereby, it is hereby mutually agreed by and between the CTRMA and TxDOT as follows:

SECTION 1. Definitions. Capitalized terms used in this First Amendment and not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

SECTION 2. Amendments to Agreement. The final proviso to the definition of “Additional Senior Obligations” is amended in its entirety to read as follows:

provided that (i) for each of clauses (a) through (c) above, (x) no Event of Default under any Indenture Document or this Agreement has occurred and is continuing and (y) the Nationally Recognized Rating Agency that provided the most recent public ratings of the Senior Obligations shall have confirmed that the incurrence of such Additional Senior Obligations shall not result in a downgrade of the then-existing credit ratings of the Senior Obligations or the TIFIA Loan to a rating lower than ‘BBB-’ or the equivalent public rating from a Nationally Recognized Rating Agency and (ii) for each of clauses (a) and (c) above, repayment of the principal amount of such Additional Senior Obligations does not commence until on or after the Initial Principal Payment Date

SECTION 3. Amendments and Waivers. No amendment, modification, termination or waiver of any provision of this First Amendment shall in any event be effective without the written consent of each of the parties hereto.

SECTION 4. Governing Law. This First Amendment shall be governed by, and construed in accordance with, the internal laws of the State of Texas, without reference to choice of law doctrine.

SECTION 5. Severability. In case any provision in or obligation under this First Amendment shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 6. Successors and Assigns. This First Amendment shall be binding upon the parties hereto and their respective permitted successors and assigns and shall inure to the benefit of the parties hereto and their permitted successors and assigns. Neither CTRMA's rights or obligations hereunder nor any interest thereof may be assigned or delegated by CTRMA without the prior written consent of TxDOT.

SECTION 7. Counterparts. This First Amendment and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument, signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

SECTION 8. Effectiveness. This First Amendment shall be effective as of the date first written above.

SECTION 9. Effect on Agreement; Integration. Except as specifically amended by this First Amendment, all other terms and provisions of the Agreement shall remain in full force and effect and, as applicable, shall apply to this First Amendment. In the event of any conflict or inconsistency between this First Amendment and the Agreement, the terms and provisions of this First Amendment shall govern and prevail to the extent necessary to resolve such conflict or inconsistency. The Agreement, as modified by this First Amendment, constitutes the entire contract between the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed and delivered by their respective officers thereunder truly authorized as of the date first written above.

CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY

By: _____
Name: Mike Heiligenstein
Title: Executive Director

TEXAS DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

**FIRST AMENDMENT
TO
TIFIA LOAN AGREEMENT**

THIS FIRST AMENDMENT TO TIFIA LOAN AGREEMENT (this “First Amendment”), dated as of March 14, 2016, is entered into by and between **CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**, a body politic and corporate and political subdivision of the State of Texas (the “State”), created under the laws of the State, with an address of 3300 North IH-35, Suite 300, Austin, Texas 78705 (the “Borrower”), and the **UNITED STATES DEPARTMENT OF TRANSPORTATION**, an agency of the United States of America, acting by and through the Federal Highway Administrator, with an address of 1200 New Jersey Avenue, S.E., Washington, D.C. 20590 (the “TIFIA Lender”).

RECITALS:

WHEREAS, the Borrower and the TIFIA Lender have entered into that certain TIFIA Loan Agreement (the “Agreement”), dated as of November 18, 2015; and

WHEREAS, the Borrower and the TIFIA Lender desire to amend the Agreement as provided herein to modify certain provisions thereof relating to Additional Senior Obligations; and

WHEREAS, the Agreement permits the amendment thereof with the written consent of the Borrower and the TIFIA Lender;

NOW, THEREFORE, the premises being as stated above, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged to be adequate, and intending to be legally bound hereby, it is hereby mutually agreed by and between the Borrower and the TIFIA Lender as follows:

SECTION 1. Definitions. Capitalized terms used in this First Amendment and not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

SECTION 2. Amendments to Agreement. The final proviso to the definition of “Additional Senior Obligations” is amended in its entirety to read as follows:

provided that (i) for each of clauses (a) through (c) above, (x) no Event of Default under any Indenture Document or this Agreement has occurred and is continuing and (y) the Nationally Recognized Rating Agency that provided the most recent public ratings of the Senior Obligations and the TIFIA Loan in accordance with Section 16(j) shall have confirmed that the incurrence of such Additional Senior Obligations shall not result in a downgrade of the then-existing credit ratings of the Senior Obligations or the TIFIA Loan to a rating lower than ‘BBB-’ or the equivalent public rating from a Nationally Recognized Rating Agency and (ii) for each of clauses (a) and (c) above, repayment of the principal amount of such Additional Senior Obligations does not commence until on or after the Debt Service Payment Commencement Date

SECTION 3. Amendments and Waivers. No amendment, modification, termination or waiver of any provision of this First Amendment shall in any event be effective without the written consent of each of the parties hereto.

SECTION 4. Governing Law. This First Amendment shall be governed by the federal laws of the United States of America if and to the extent such federal laws are applicable and the internal laws of the State, if and to the extent such federal laws are not applicable.

SECTION 5. Severability. In case any provision in or obligation under this First Amendment shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 6. Successors and Assigns. This First Amendment shall be binding upon the parties hereto and their respective permitted successors and assigns and shall inure to the benefit of the parties hereto and their permitted successors and assigns. Neither the Borrower's rights or obligations hereunder nor any interest thereof may be assigned or delegated by the Borrower without the prior written consent of the TIFIA Lender.

SECTION 7. Counterparts. This First Amendment and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument, signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

SECTION 8. Effectiveness. This First Amendment shall be effective as of the date first written above.

SECTION 9. Effect on Agreement; Integration. Except as specifically amended by this First Amendment, all other terms and provisions of the Agreement shall remain in full force and effect and, as applicable, shall apply to this First Amendment. In the event of any conflict or inconsistency between this First Amendment and the Agreement, the terms and provisions of this First Amendment shall govern and prevail to the extent necessary to resolve such conflict or inconsistency. The Agreement, as modified by this First Amendment, constitutes the entire contract between the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed and delivered by their respective officers thereunder truly authorized as of the date first written above.


CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY

By: _____

Name: Ray A. Wilkerson

Title: Chairman

UNITED STATES DEPARTMENT OF
TRANSPORTATION, acting by and through the
Federal Highway Administrator

By: 
Name: Duane Callender
Title: Director, TIFIA Joint Program Office



Project updates.

CENTRAL TEXAS
Regional Mobility Authority

Strategic Plan Relevance: Regional Mobility

Department: Communications / Engineering / Operations

Contact: Steve Pustelnyk, Director of Community Relations
Justin Word, P.E., Director of Engineering
Tim Reilly, Director of Operations

Associated Costs: N/A

Funding Source: N/A

Action Requested: Briefing and Board Discussion Only

Summary:

- A. MoPac Improvement Project.
- B. 183 South Project.
- C. SH 45 SW.

Backup provided: None



March 30, 2016
AGENDA ITEM # 11

Public Outreach for Projects

**CENTRAL TEXAS
Regional Mobility Authority**

Strategic Plan Relevance: Regional Mobility
Department: Communications
Contact: Dee Anne, Director of External Affairs
Associated Costs: N/A
Funding Source: N/A
Action Requested: Briefing and Board Discussion Only

Summary:

Update on public outreach process for projects under development and highlights of public activity engagement.

Backup provided: None



March 30, 2016
AGENDA ITEM # 12

Express Lanes/Park and Ride.

**CENTRAL TEXAS
Regional Mobility Authority**

Strategic Plan Relevance: Regional Mobility
Department: Engineering
Contact: Justin Word, P.E., Director of Engineering
Associated Costs: N/A
Funding Source: N/A
Action Requested: Briefing and Board Discussion Only

Summary:

Express Lanes/Park and Ride Presentation.

Backup provided: None



**CENTRAL TEXAS
Regional Mobility Authority**

March 30, 2016
AGENDA ITEM # 13

Briefing on the VPPP Real-time Ridesharing
Technology to Support Differential Tolling by
Occupancy study.

Strategic Plan Relevance: Regional Mobility
Department: Operations
Contact: Tim Reilly, Director of Operations
Associated Costs: N/A
Funding Source: N/A
Action Requested: Briefing and Board Discussion Only

Summary:

Report the results for the study on the VPPP Real-time Ridesharing Technology to Support Differential Tolling by Occupancy (Real-time Ridesharing Technology) Program.

Backup provided: To be provided at the Board meeting.



March 30, 2016
AGENDA ITEM # 14

Executive Director's Report.

CENTRAL TEXAS
Regional Mobility Authority

Strategic Plan Relevance: Regional Mobility
Department: Executive
Contact: Mike Heiligenstein, Executive Director
Associated Costs: N/A
Funding Source: N/A
Action Requested: Briefing and Board Discussion Only

Summary:

Executive Director's Monthly Report

Backup provided: Executive Director's Report



PROJECT UPDATES

MoPac Improvement Project



- CH2M construction resources have increased over the previous month. Field staff regularly exceeds 350 per day.
- Contract Amendment No. 1 was executed on Feb. 21st. Amendment includes project recovery schedule, an interim milestone in June 2016 for the opening of the southbound segments, and the re-structuring of Liquidated Damages. Notice of Default was rescinded following the execution of the amendment.
- The Mobility Authority, their GEC, and CH2M are negotiating a number of change orders to change the payment structure to lump sum. This will provide additional cost certainty to the project.
- Drilled shaft foundation work for retaining walls and soundwalls is more than 71% complete. Approximately 22% of the soundwalls are in place.
- Construction activities related to the 42" City waterline relocation at Camp Hubbard and Camp Mabry are nearly complete. Tie-in to the existing water system anticipated in March.
- Paving operations (except for the final driving surface) are nearing completion on the northern half of the project.
- The major traffic shift associated with the start of the northbound undercrossing construction was implemented on the evening of 2/21. Travel times in the corridor initially increased significantly but have generally decreased after 2/22 as motorists become more familiar with the revised traffic configuration.

- CH2M's recovery schedule is under refinement; it indicates a completion of the project in November of 2016, with an interim milestone for the opening of southbound segments in June 2016.
- The hearing for the second claim submitted by CH2M regarding the hardness of the encountered rock was held on March 2, 2016. A recommendation by the Disputes Board (DB) is expected in mid- to late-March.
- The DB submitted a recommendation for the first claim, involving the City's 42" waterline relocation on March 6th. The DB denied the contractor's claim for additional compensation since there is no contractual provision to authorize additional compensation for delays that are not the fault of either party or both parties. The DB recommended an extension of time be granted for the amount of time that the water line delay extended the time of completion of the project.

183 North Mobility Project



- The project team submitted the final Environmental Assessment to TxDOT, which includes the Public Hearing Summary and Response report. An environmental decision on the project is expected in spring 2016.
- The public hearing summary and response report was posted to the project website on in early March.
- The preliminary design is pending resolution of design exception comments and signage updates; review and approval of design exceptions is being coordinated with TxDOT.
- A value engineering study is planned for mid-2016.

MoPac South Environmental Study



- Work on technical memoranda for the Environmental Assessment continues as the project team works toward the identification of a configuration for the Express Lane(s) Alternative.
- A memo describing how feedback gathered during the 4th Technical Working Group (TWG) will be incorporated into the evaluation criteria for the six operational configurations was distributed to TWG participants, along with the notes from the Working Group discussion.
A Public Hearing is anticipated in mid-2015.

MoPac Intersections Environmental Study

- An environmental decision was received from TxDOT on December 22, 2015. TxDOT will now assume responsibility for final design and construction.

SH 45SW Environmental Study



- The designer submitted final plans to the Mobility Authority and TxDOT for concurrence.
- The design team included refinements which would reduce environmental impacts and improve safety. These design refinements required a reevaluation of the environmental impacts in the area of the changes. The reevaluation is anticipated to be approved in mid-2016.
- The Mobility Authority advertised for an Independent Environmental Compliance Management consultant in March 2016.
- The Mobility Authority anticipates selecting a Construction Engineering & Inspection consultant in April 2016.
- Letting for construction is anticipated in mid-2016.

183 South Project



- Preparation efforts continue for a Groundbreaking Ceremony to be held on April 6, 2016.
- Weekly Coordination Meetings are held between the oversight team and Colorado River Constructors to successfully work through many of the design, right-of-way and utility challenges on this project.
- CRC is completing submittals for their 65% Design plans and Early Release Construction submittals. The oversight team continues to review and provide comments for each of these submittals.
- CRC continues to finalize deliverables for their project management plan. There are only four remaining plans requiring final approval. These approvals should be complete by the end of March 2016 in advance of upcoming construction.
- ROW Acquisition efforts to complete acquisition prior to the March 8, 2016 deadline as specified in the D/B contract are completed. All 12 of the land parcels and all six easements are now available for construction.
- Utility coordination remains a key function of schedule success as CRC is working with 15 different utility companies in securing the necessary agreements for relocations. Currently the contractor has reached agreements (MUAAs) with 5 utility companies.
- Work continues to develop and agree on an InterLocal Agreement (ILA) between City of Austin Water and Wastewater and the Mobility Authority. This ILA has been approved by the Austin City Council and is currently scheduled to be on the agenda for the March 30, 2106 Mobility Authority Board meeting.
- The community relations team worked to improve branding and other graphics as well as toward finalization of the overall outreach plan.
- Coordination meetings with ABIA and City of Austin's 311 were held to develop inter-

organizational plans to collaboratively keep traveling public informed about project impacts.

- The contractor launched the 24/7 telephone hotline - 1-855-245-4CRC (272).
- The team held a neighborhood wall workshop on March 8th.

Kellam Road, Phase I Project



Kellam Rd. open to traffic

- Signal construction on Pearce was completed in January and will undergo a 30-day test period once Austin Energy installs the transformer.
- Final surveying of ponds was completed. K. Friese prepared a report determining the non-conforming items that will go on the final punch list.
- Met with Contractor early March to outline non-conforming work and remaining required activities.

290 East Toll (Manor Expressway) Phase II



- CTMC is finalizing the non-conflict utility relocations required by the project to obtain Final Acceptance. Anticipated completion is March 9th.
- CTMC is submitting final documentation to achieve Final Acceptance.
- A Dispute Resolution Board is scheduled for April 28th for the outstanding drainage issues.

290 East Toll Interim Intersection Project

- A construction kick-off meeting was held February 19 to set a path forward.
- The 290 East Toll/SH 130 Operational Interim Improvements construction should begin in mid-March. Contractor submitted necessary documents and a schedule. We anticipate that the interim improvements could be open to traffic as early as summer 2016.
- Ultimately, when funding is identified, the Mobility Authority anticipates constructing up to three direct connector bridges between the SH 130 and 290 Toll facilities. These bridges will give drivers a free-flowing direct connection and free up mobility on the frontage road intersection underneath the toll facilities. We advertised for a Design Firm on November 13, held a pre-proposal meeting December 7, and received ten (10) statements of qualifications on January 12. Shortlist interviews were held February 18. We anticipate awarding a contract at the March 2016 Board Meeting.

Oak Hill Parkway Project



- Efforts with TxDOT and the City of Austin continue for potential off-site water detention facilities.
- The design level schematics for both Alternatives A and C have been refined as a result of continued stakeholder outreach and public comment from the sixth open house.
- The environmental study team has begun the robust analysis of Alternatives A, C, and the No Build Alternative against the phase three evaluation criteria. The results of this analysis will indicate the preferred alternative. We anticipate the evaluation results as well as the full Draft Environmental Impact Statement being made available for public review and comment in 2017. A public hearing is anticipated to be held in the first quarter of 2017.

- Stakeholder outreach has continued. The team anticipates holding a public workshop on environmental issues in the May/June timeframe as well as providing project information at several events including the City of Bee Caves' SpringFest and the City of Dripping Springs' Founder's Day this April.
- The project team continues to work on the draft October 29 Open House Summary and Comment/Response Report; this effort is being led by TxDOT.

SH 71 Toll Lanes



- Coordination meetings between McCarthy and the Toll Integrator continue with a focus on construction now that the design is complete.
- SH 71 bridge over SH 130 is fully complete including bridge rail and approaches.
- Concrete for mainlanes being placed between FM 973 and SH 130.
- Work on walls at Presidential and bridge widening ongoing.
- Spirit of Texas retaining walls completed.
- Emphasis is to complete the FM 973 interchange; all drill shafts were completed, and work is underway on columns.
- Placement of conduit for the illumination is ongoing.
- Work on pouring the concrete driveways in areas where the frontage road is at final grade is ongoing.
- Eastbound traffic was switched to the new general purpose lanes February 20.
- An open house will be held on March 23 to inform the public about construction activity including a major traffic shift along SH 71 that will occur in April.
- Marketing efforts have launched, including coordination with TxTAG marketing personnel.