

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

RESOLUTION NO. 04-32

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

WHEREAS, the Central Texas Regional Mobility Authority (CTRMA) was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process of 46 Tex. Admin. Code § 26.01 *et seq.* (the "RMA Rules"); and

WHEREAS, the CTRMA staff believes the ability to obtain a CTRMA business credit card for use by the Executive Director solely for CTRMA related expenses would increase efficiency in carrying out the normal business and operational activities of the authority, including without limitation necessary travel and ancillary expenditures related to CTRMA business; and

WHEREAS, CTRMA staff has obtained a preliminary approval from JP Morgan Chase Bank to establish a business credit card with a up to Fifty Thousand Dollar (\$50,000.00) line of credit contingent upon the execution of the JP Morgan Chase Bank "Corporate Borrowing Resolutions;" and

WHEREAS, the business credit card to be obtained pursuant to this resolution will have a maximum credit limit of Twenty Thousand Dollars (\$20,000.00), notwithstanding the bank authorization of a higher credit limit; and

WHEREAS, the CTRMA board has reviewed the "Corporate Borrowing Resolutions" attached as Exhibit A to this Resolution;

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby approves obtaining a business credit card to be used solely by the Executive Director for normal CTRMA related business and operational expenditures, including without limitation travel and ancillary expenses, provided that such card shall have a maximum credit limit of \$20,000.00; and

BE IT FURTHER RESOLVED, that all expenditures incurred via the CTRMA business credit card shall be subject to review by the CTRMA's accountants and in accordance with established invoice review and approval procedures; and

BE IT FURTHER RESOLVED, that the board hereby grants the Chairman the authority to execute the "Corporate Borrowing Resolutions" attached as Exhibit A hereto; and


BE IT FURTHER RESOLVED, that upon execution of these resolutions, the board directs CTRMA staff to transmit the executed documents, along with a copy of this Resolution, to the

appropriate JP Morgan Chase Bank staff to facilitate obtaining the business credit card to be used for the purposes identified in this resolution.

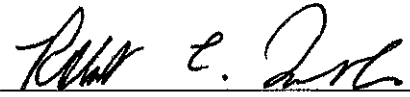
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of June 2004.

Submitted and reviewed by:

Approved:



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



Bob Tesch
Chairman, Board of Directors
Resolution Number 04-32
Date Passed 6/30/04

Exhibit A: "JP Morgan Chase Bank Corporate Borrowing Resolutions"



I, the undersigned Secretary, hereby certify to JPMorgan Chase Bank, that at a meeting of the Board of Directors of Central Texas Regional Mobility Authority ("Corporation") a corporation organized and existing under the laws of the state of Texas duly called and duly held on the 30th day of June, 2004, the following Resolutions were duly adopted, and that the said Resolutions have been entered upon the regular minute books of the Corporation, are in accordance with the By-Laws and are now in full force and effect.

RESOLVED:

1. The Officers of Corporation, or any one or more of them, are hereby authorized to open a bank account or accounts from time to time with JPMorgan Chase Bank and its subsidiaries and affiliates (each being hereinafter referred to as "Bank") for and in the name of Corporation with such title or titles as he or they may designate.

2. The _____
(Indicate by Title person(s) authorized, for example, President, Treasurer, etc.)

_____ of Corporation, signing _____
(For purpose of signing items, indicate for example, singly, any two, etc.)

and their successors and any other person hereafter authorized by any means to sign on behalf of Corporation ("Authorized Person(s)") are hereby authorized to sign, by hand or by facsimile (including, but not limited to, computer generated) signature(s), checks, drafts, acceptances and other instruments (hereinafter each collectively referred to as "Item(s)"). Notwithstanding the above, any Authorized Person is authorized singly to: (1) initiate Automated Clearing House ("ACH") debits without a signature; (2) initiate payments by use of Depository Transfer Checks ("DTC") without a signature other than the name of Corporation printed on the DTC; or (3) give instructions, by means other than the signing of an Item, with respect to any account transaction, including, but not limited to, the payment, transfer or withdrawal of funds by wire, computer or other electronic means, or otherwise, or of money, credits, items or property at any time held by Bank for account of Corporation ("Instructions").

3. Bank is hereby authorized to honor and pay Items, whether signed by hand or by facsimile (including, but not limited to, computer generated) signature(s). In the case of facsimile signatures, Bank is authorized to pay any Item if the signature, regardless of how or by whom affixed, and whether or not the form of signature used on such Item was actually prepared by or for Corporation, resembles the specimens filed with Bank by Corporation. Bank is further authorized to honor and pay DTCs, ACHs, Instructions, and other orders given singly by any Authorized Person, including such as may bring about or increase an overdraft and such as may be payable to or for the benefit of any Authorized Person or other Officer or employee individually, without inquiry as to the circumstances of the issuance or the disposition of the proceeds thereof and without limit as to amount.

4. Bank is hereby authorized to accept for deposit, for credit, or for collection, or otherwise, Items endorsed by any person or by stamp or other impression in the name of Corporation without inquiry as to the circumstances of the endorsement or any lack of endorsement or the disposition of the proceeds.

5. Any one of the Authorized Person(s) of Corporation are hereby authorized to secure from Bank one or more Chase Business Banking Card(s) (the "Card(s)") on behalf of Corporation which may be used by any cardholder named by such Authorized Person(s) to initiate electronic fund transactions as described in the Chase Business Banking Card Agreement (the "Agreement") with respect to any and all such accounts of Corporation as Corporation or such Authorized Person(s) may designate, including without limitation, transfers from business credit line accounts. Such Authorized Person(s) be, and each of them hereby is, further authorized to execute and deliver in the name and on behalf of this Corporation an Agreement and supporting documentation governing the issuance and use of such Cards with such changes, if any, as the Authorized Person(s) executing the same shall approve, and to otherwise conduct any business whatsoever relative to the account(s) and Cards as may be necessary or advisable in order to carry out the full intent and purposes of said Agreement and of these resolutions.

_____ (Indicate account numbers to be accessed by Card)

0 41590939150

6. The _____
(Indicate by Title, person(s) authorized, for example, President, Treasurer, etc.)

of Corporation, and each of them, and their successors in office, and any other person hereafter authorized on behalf of Corporation to possess a Card ACTING ALONE, may exercise all of the rights and privileges of Corporation with regard to any account linked to the Card.

7. The Executive Director and Executive Assistant
(Indicate by Title, person(s) authorized to effect Loans, Advances, etc., for example, President, Vice President, Treasurer, etc.)

of Corporation, signing Singly
(Indicate how Notes, etc. are to be signed, for example, singly, any two, etc.)

are hereby authorized to effect loans and advances and obtain credit at any time for Corporation from Bank (and guarantee on behalf of Corporation the obligations of others to Bank), secured or unsecured, and for such loans and advances and credit and guarantees to make, execute and deliver promissory notes and other written obligations or evidence of indebtedness of Corporation, applications for letters of credit, instruments or guarantee and indemnity and agreements or undertakings, general or specific, with respect to any of the foregoing, and as security for the payment of loans, advances, indebtedness, guarantees and liabilities of, or credit given to, Corporation or others to pledge, hypothecate, mortgage, assign, transfer, grant liens and security interests in, give rights with respect to, endorse and deliver property of any description, real or personal, and any interest therein and evidence of any thereof at any time held by Corporation, and to execute mortgages, deeds of trust, security agreements, instruments of transfer, assignment or pledge, powers of attorney and other agreements or instruments which may be necessary or desirable in connection therewith; and also to sell to, or discount with, Bank, commercial paper, bills receivable, stocks, bonds or any other securities or property at any time held by Corporation, and to that end to endorse, assign, transfer and deliver the same; to execute and deliver instruments or agreements of subordination and assignment satisfactory to Bank and also to give any orders or consents for the delivery, sale, exchange or other disposition of any property or interest therein or evidence thereof belonging to Corporation and at any time in the hands of Bank, whether as collateral or otherwise; and to execute and deliver such agreements, instruments and documents and to do such other acts and things as may be necessary or desirable or required by Bank in connection with any of the foregoing and Bank is hereby authorized to honor, accept and execute any of the transactions described above.

8. All loans, discounts and advances heretofore obtained on behalf of Corporation and all notes and other obligations or evidences thereof of Corporation held by Bank are hereby approved, ratified, and confirmed.

9. Corporation does hereby give to Bank a continuing lien for the amount of any and all liabilities and obligations of Corporation to Bank and claims of every nature and description of Bank against Corporation, whether now existing or hereafter incurred, originally contracted with Bank and/or with another or others and now or hereafter owing to or acquired in any manner by Bank, whether contracted by Corporation alone or jointly and/or severally with another or others, absolute or contingent, secured or unsecured, matured or unmatured upon any and all moneys, securities and any and all other property of Corporation and the proceeds thereof, now or hereafter actually or constructively held or received by or in transit in any manner to or from Bank, its correspondents or agents from or for Corporation, whether for safekeeping, custody, pledge, transmission, collection or otherwise coming into the possession of Bank in any way.

10. In case of conflicting claims or disputes, or doubt on Bank's part as to the validity, extent, modification, revocation or exercise of any of the authorities herein contained in Bank may but need not recognize nor give any effect to any notice from any Officer, or from any other person, purporting to cancel, restrict or change any of said authorities, or the exercise thereof, unless Bank is required to do so by the judgment, decree or order of a court having jurisdiction of the subject matter and of the parties to such conflicting claims or disputes.

11. Corporation agrees to be bound by the Terms and Conditions for Business Accounts and Services, currently in effect and as amended hereafter, as well as any signature card, deposit ticket, checkbook, passbook, statement of account, receipt instrument, document or other agreements, such as, but not limited to, funds transfer agreements, delivered or made available to Corporation from Bank and by all notices posted at the office of Bank at which the account of Corporation is maintained, in each case with the same effect as if each and every term thereof were set forth in full herein and made part hereof.

12. The Officers of Corporation or any one or more of them are hereby authorized to act for Corporation in all other matters and transactions relating to any of its business with Bank including, but not limited to, the execution and delivery of any agreements or contracts necessary to effect the foregoing Resolutions.

13. Bank is hereby released from any liability and shall be indemnified against any loss, liability or expense arising from honoring any of these Resolutions.

14. Subject to paragraph 10 above, each of the foregoing Resolutions and the authority thereby conferred shall remain in full force and effect until written notice of revocation or modification by presentation of new Corporate Resolutions and signature cards shall be received by Bank; provided that such notice shall not be effective with respect to any revocation or modification of said authorities until Bank shall have had a reasonable opportunity to act thereon following receipt of such notice or with respect to any checks or other instruments for the payment of money or the withdrawal of funds dated on or prior to the date of such notice, but presented to Bank after the receipt of such notice. The Secretary or any Assistant Secretary or any other Officer of Corporation is hereby authorized and directed to certify, under the seal of Corporation or not, but with like effect in the latter case, to Bank the foregoing Resolutions, the names of the Officers and other representatives of Corporation and any changes from time to time in the said Officers and representatives and specimens of their respective signatures. Bank may conclusively assume that persons at any time certified to it to be Officers or other representatives of Corporation continue as such until receipt by Bank or written notice to the contrary.

I FURTHER CERTIFY that the persons herein designated as Officers of Corporation have been duly elected to and now hold the offices in Corporation set opposite their respective names and that the following are the authentic, official signatures of the said respective Officers and of the named signatories who are not Corporate Officers, to wit:

<u>Name (Typewritten or Printed)</u>	<u>Office</u>	<u>Signature</u>
_____	President	_____
_____	Vice President	_____
_____	Secretary	_____
_____	Treasurer	_____
<u>Mike Heiligenstein</u>	Executive Dir.	_____
<u>Robin Dworak</u>	Executive Asst.	_____
_____		_____

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary and affixed the seal of the said Corporation this 30th day of June, 2004.

• Attest (Second Officer)

Secretary

Signature

Title

AFFIX
(CORPORATE SEAL)
HERE

* Note: In case the Secretary is authorized to sign by the above Resolutions, this certificate should be attested by a second Officer of Corporation.