

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

RESOLUTION NO. 12-090

**THIRD AMENDMENT TO AMENDED AND RESTATED
EXECUTIVE DIRECTOR CONTRACT**

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

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

WHEREAS, after a thorough process the CTRMA Board of Directors selected Mike Heiligenstein to serve as the CTRMA’s Executive Director and approved entry into an employment contract with Mike Heiligenstein (the “ED Contract”); and

WHEREAS, pursuant to Resolution No. 09-60, dated August 26, 2009, the Board of Directors approved certain changes to the ED Contract and authorized execution of an Amended and Restated ED Contract reflecting those changes; and

WHEREAS, pursuant to Resolutions Nos. 10-86 and 11-146, dated August 25, 2010 and December 7, 2011, respectively, the Board of Directors approved various amendments to the Amended and Restated ED Contract; and

WHEREAS, the Amended and Restated ED Contract provides for review of the Executive Director’s performance and compensation on or about every anniversary of the Amended and Restated ED Contract and at such other times as agreed upon by the parties; and

WHEREAS, the Board of Directors has reviewed the Executive Director’s performance and has concluded that he has served the CTRMA well; and

WHEREAS, the Board of Directors has determined that the Amended and Restated ED Contract should be further amended as reflected in the revised contract terms set forth in the Third Amendment to the Amended and Restated ED Contract, attached hereto as Attachment “A”.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby approves the Third Amendment to the Amended and Restated ED Contract, in the form or substantially the same form attached hereto as Attachment “A”; and

BE IT FURTHER RESOLVED, that the Board of Directors authorizes the Chairman to execute the Third Amendment to the Amended and Restated ED Contract.

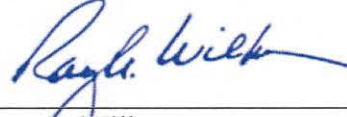
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 21st day of December, 2012.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 12-090
Date Passed 12/21/12

ATTACHMENT "A" TO RESOLUTION NO. 12-090

**THIRD AMENDMENT TO THE AMENDED AND RESTATED
EXECUTIVE DIRECTOR CONTRACT**

[on the following __ pages]

**Third Amendment To
Amended and Restated
Employment Agreement
Between
Central Texas Regional Mobility Authority
And
Mike Heiligenstein**

This Third Amendment to the Amended and Restated Employment Agreement Between Central Texas Regional Mobility Authority (“CTRMA”) and Mike Heiligenstein (“Employee”) is made for the purpose of amending Paragraphs 3.1, 3.2, 4.1, 4.2, and 4.3 of the Amended and Restated Employment Agreement Between CTRMA and Employee effective January 10, 2009 (the “Agreement”). This Third Amendment shall be effective as of January 10, 2012 (the “Effective Date”).

Pursuant to action of the CTRMA Board of Directors on December 21, 2012, Paragraphs 4.2, 4.3(b), and 4.3(j) of the Agreement are amended as described below.

Paragraph 4.2 is amended to read as follows:

Prior to each of the first and second anniversaries of the commencement of the Extended Term (such commencement date being January 10, 2012), at a time to be determined by the Board of Directors, Employee shall be paid annual deferred compensation of \$38,000.00, which may be received in the form of (i) a lump sum payment; (ii) a discretionary employer contribution to the CTRMA’s retirement plan; (iii) if so elected by the Employee, a deferral contribution to Employee’s deferred compensation plan account, subject to all applicable contribution limitations under the plans and the law; or (iv) some combination of (i), (ii), and/or (iii). Future deferred compensation payments, if any, may be determined at the discretion of the Board of Directors, provided any such payments are paid out of operating revenue of the Authority and not out of funds from public sources.

Paragraph 4.3(b) is added to read as follows:

Employee and, to the extent applicable, Employee’s family, dependents and beneficiaries, shall be allowed to participate in all benefits, plans and programs, including improvements or modifications of the same, which are now, or may hereafter be, available to employees of CTRMA generally. Such benefits, plan and programs may include, without limitation: (i) health and dental insurance, or healthcare and dental care plans (including a flexible benefits plan that allows pre-tax medical and dental deductions); and (ii) group life insurance and accidental death and disability (“AD&D”) coverage, voluntary supplemental life and AD&D insurance, and long term disability coverage. Employee shall be provided with life insurance coverage available for up to \$3000 per year in annual premiums.

Paragraph 4.3(j) is added to read as follows:

Additional Benefits. Employee shall also be entitled to an annual payment of up to \$7500 for financial plan maintenance, legal advice/counsel, document preparation (will, power of attorney, advanced health care directive, etc.), non-covered medical and dependent care expenses, and other health care related expenses. Employee must request the payment in writing and shall certify in such request that he has incurred expenses for the purposes described above in an amount at least equal to the amount requested (not to exceed \$7500). In addition, prior to first anniversary of the commencement of the Extended Term, and at a time to be determined by the Board of Directors, Employee shall be paid an amount equal to five percent (5%) of his Base Salary for the first year of the Extended Term as a one-time cost-of-living and performance payment, provided that such payment is paid out of operating revenue of the Authority and not out of funds from public sources.

By their signatures below, the parties to the Agreement evidence their agreement to these amendments set forth above.

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

EMPLOYEE

Ray A. Wilkerson,
Chairman
Date: _____

Mike Heiligenstein
Date: _____