

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

RESOLUTION NO. 16-016

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

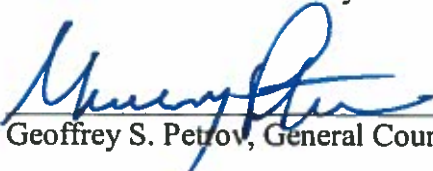
WHEREAS, the Board has adopted policies and procedures intended to provide strong fiscal oversight and which authorize the Executive Director, working with the Mobility Authority's Chief Financial Officer, to review invoices, approve disbursements, and prepare and maintain accurate financial records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



Geoffrey S. Petrov, General Counsel

Approved:



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
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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
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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
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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
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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
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Total Long Term Liabilities	1,159,051,380	794,475,877
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Total Liabilities	1,174,003,718	809,678,155
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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
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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	

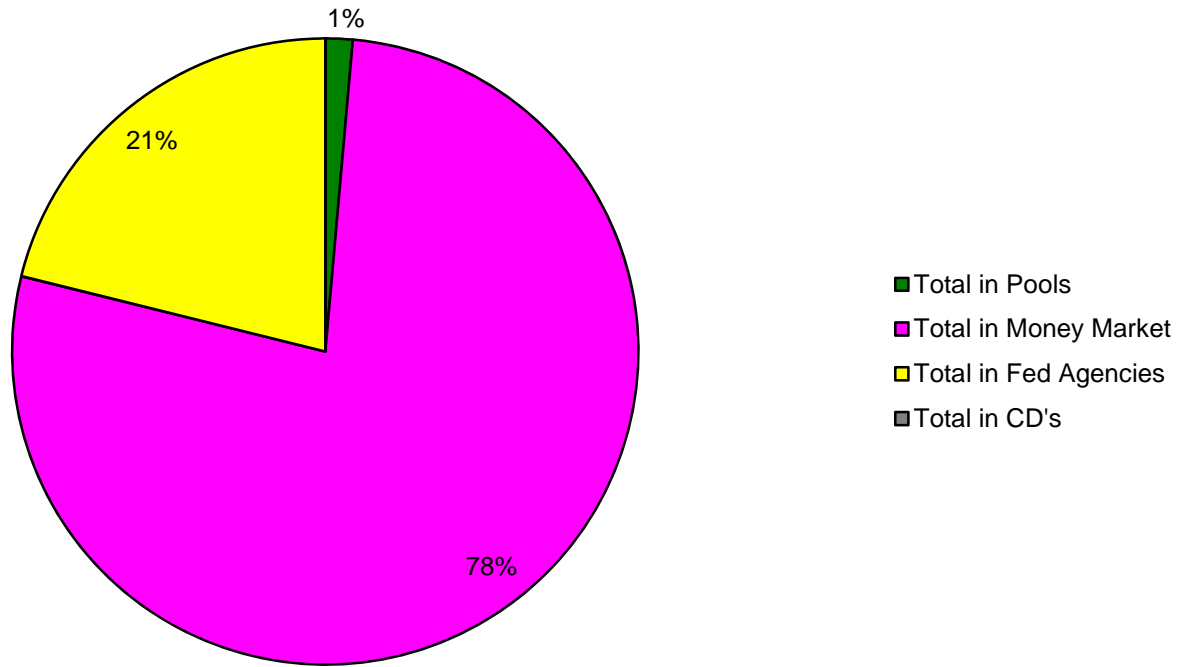
CTRMA INVESTMENT REPORT

	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	17,002,890.00	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	Cumulative 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.

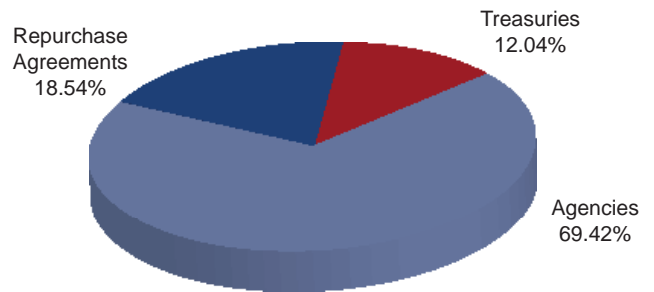
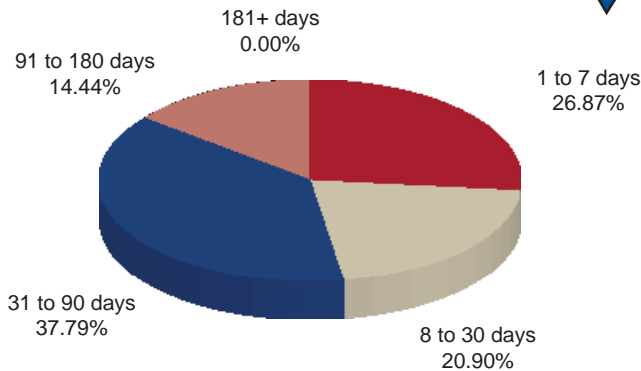
Preliminary economic data from the first quarter of 2016 looks more encouraging and suggests the U.S. will grow closer to trend in the coming quarters. Consumer spending in the service sector and housing market should remain the primary source of growth in 2016, as labor markets reach full employment 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.

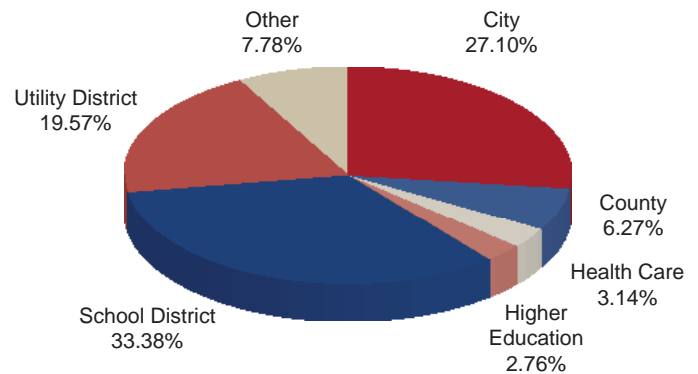
For more information about TexSTAR, please visit our web site at www.texstar.org.

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

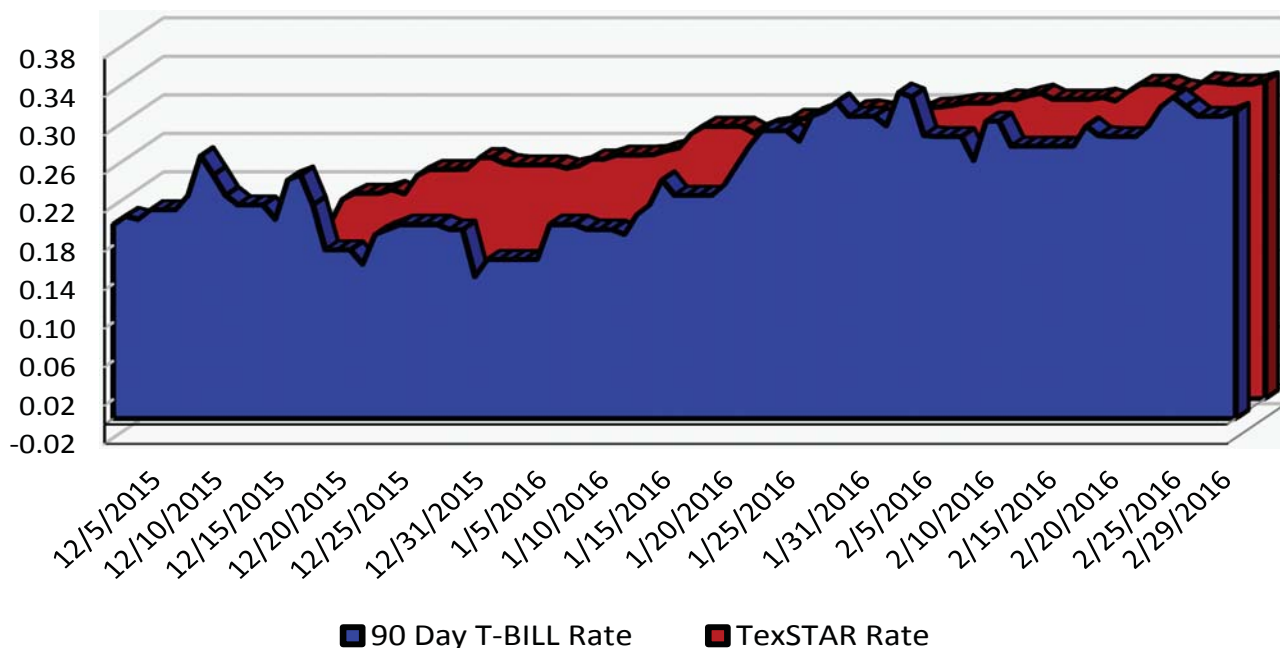
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Feb 16	0.3147%	\$6,329,887,983.78	\$6,330,019,653.99	1.000020	46	85	797
Jan 16	0.2713%	5,856,455,946.61	5,856,245,669.97	0.999964	41	79	797
Dec 15	0.1868%	5,077,006,074.74	5,076,619,261.50	0.999915	45	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

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

RESOLUTION NO. 16-017

**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 WSP: Parsons Brinkerhoff.

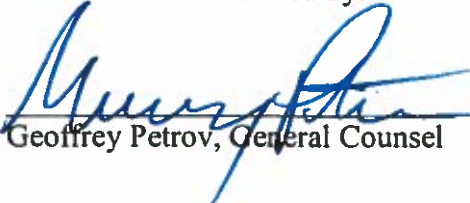
NOW THEREFORE, BE IT RESOLVED that the Board hereby approves the selection of WSP: Parsons Brinkerhoff to provide general engineering consulting services to the Mobility Authority; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to negotiate a general engineering consulting services contract with WSP: Parsons Brinkerhoff. If the Executive Director and WSP: Parsons Brinkerhoff cannot agree on the terms of a contract, the Executive Director may elect not to contract with WSP: Parsons Brinkerhoff, 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:


Geoffrey Petrov, General Counsel

Approved:



Ray A. Wilkerson
Chairman, Board of Directors

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

RESOLUTION NO. 16-018

**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

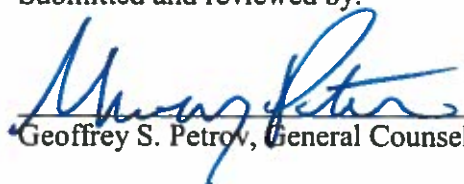
WHEREAS, the Executive Director and the City developed an Interlocal Agreement in order to clearly define roles and responsibilities for each of the parties, to define the payment obligations for the City for their requested betterments, and to identify the City's reimbursable efforts being provided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


Geoffrey S. Petrov, General Counsel

Approved:


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>
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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: _____

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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.
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Meeting Date:	11/19/2015	Department:	Public Works
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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>
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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.

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

RESOLUTION NO. 16-019

**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 CP&Y Inc.

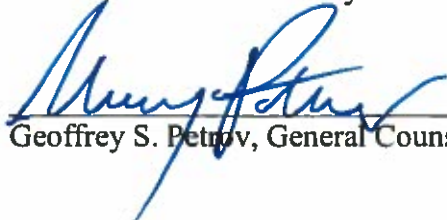
NOW THEREFORE, BE IT RESOLVED that the Board hereby approves the selection of CP&Y Inc. to provide professional engineering services to design one or more direct connectors at the intersection of SH 130 and the Manor Expressway; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to negotiate a professional engineering consulting services contract with CP&Y Inc. If the Executive Director and CP&Y Inc. cannot agree on the terms of a contract, the Executive Director may elect not to contract with CP&Y Inc., 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:



Geoffrey S. Petrov, General Counsel

Approved:



Ray A. Wilkerson
Chairman, Board of Directors

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

RESOLUTION NO. 16-020

**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.

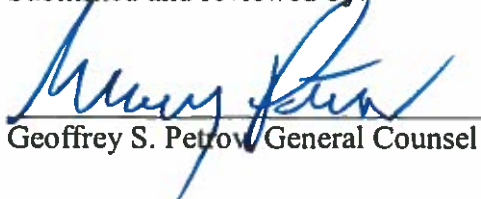
WHEREAS, in preparation for the partial opening of the MoPac North Express Lanes in June 2016 and the full opening of the MoPac North Express Lanes later in the year, Mobility Authority staff recommends that an additional educational campaign be developed and implemented to ensure there is widespread 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:


Geoffrey S. Petrov General Counsel

Approved:


Ray A. Wilkerson
Chairman, Board of Directors

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

RESOLUTION 16 – 021

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:



Geoff Petrov
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Willkerson
Chairman, Board of Directors

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.

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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