

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

RESOLUTION NO. 12-001

**APPROVING THE 2012 STRATEGIC PLAN FOR
THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY.**

WHEREAS, at its meetings on November 15 and December 5, 2011, the Board reviewed and considered the proposed five-year strategic plan prepared by the CTRMA Executive Director and staff;

WHEREAS, the Board has reviewed revisions made to the proposed strategic plan based on its previous discussions at those Board meetings; and

WHEREAS, the Executive Director recommends approval and adoption of the proposed 2012 Strategic Plan.

NOW THEREFORE, BE IT RESOLVED that the proposed 2012 Strategic Plan attached and incorporated into this resolution as Attachment A is approved and adopted as the 2012 Strategic Plan for the Central Texas Regional Mobility Authority.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of January, 2012.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 12-001
Date Passed: 1/25/12

ATTACHMENT "A" TO RESOLUTION 12-001

2012 STRATEGIC PLAN

[on the following __ pages]



TOLL ROAD		
		
2 AXLE VEHICLES	\$0.45	\$0.60
EACH ADDITIONAL AXLE	\$0.45	\$0.60

Lakeline Blvd



CENTRAL TEXAS
Regional Mobility Authority

DRAFT

 **MOBILITY 2025 THE STRATEGIC PLAN**

INTRODUCTION



The Central Texas Regional Mobility Authority is authorized by the Texas Legislature under Chapter 370 of the Transportation Code. Formed in 2002 as the State's first regional mobility authority, the Central Texas Regional Mobility Authority represents the Legislature's vision to give local communities greater flexibility to develop and implement innovative transportation programs. With the support and guidance of Travis and Williamson counties, the Mobility Authority has evolved into a vibrant, agile, highly effective organization. The Mobility Authority's first project, 183A, continues to exceed original traffic and revenue expectations. As a result, the Mobility Authority invested an additional \$105 million to extend 183A 7 years ahead of original plans. The Mobility Authority has also invested more than \$426 million on constructing its second project, the Manor Expressway, which is scheduled to open in phases between 2012 and 2014. Perhaps the most high profile project currently being pursued by the Mobility Authority is the MoPac Improvement Project, which would involve the construction of Express Lanes on an 11-mile stretch of MoPac between Lady Bird Lake in downtown Austin and Parmer Lane.

To build on our previous success and continue to plan strategically for the region's mobility future, the following strategic plan represents the Mobility Authority's long-term vision, initiatives, goals and objectives as it continues to evolve as a leading regional mobility provider in the state.

POSITIONING FOR 2025

Austin is consistently ranked as one of the best places to live in the United States and has experienced tremendous growth in the past two decades. With a vibrant economy, great climate and plentiful cultural and social opportunities, there is no expectation that this will change anytime soon. In fact, the Austin area population is projected to grow to 2 million by 2015 and over 2.5 million by 2025. With this level of sustained growth, the region has to anticipate, plan and implement a wide-range of integrated transportation solutions to ensure Central Texas retains the high quality of life currently enjoyed. Mobility is a key component for the region's future.

In addition, it is important to recognize that mobility in general is facing a major transformation in the next 20 years. Not only will there be more people to serve, but every aspect of moving people and goods will change. An increasing percentage of the population will be retired and on fixed incomes. The gas tax, the primary source of funding for transportation, will continue to diminish. There will be tougher air quality requirements, stricter environmental standards to comply with and significant changes to our carbon based economy. These are a few examples of factors the Mobility Authority must consider in developing a long-term mobility strategy.

To frame this Strategic Plan, the Mobility Authority desires to articulate an envisioned future that conveys a concrete, yet unrealized vision for the region's mobility by the year 2025. It consists of our positioning statement, which represents a clear and compelling catalyst that serves as a focal point for our effort, the intersection of what we are passionate about, what we do best and how we can marshal the resources to accomplish the vision. It also includes a visualization of what the year 2025 will be like when the vision is achieved.

CORE IDEOLOGY

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

CORE PURPOSE

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

CORE VALUES

Integrity

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

Accountability

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

Credibility

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

Innovation

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

VISUALIZATION – WHAT DOES 2025 MOBILITY LOOK LIKE?



POSITIONING STATEMENT

The Central Texas Regional Mobility Authority will be the driving force for significant improvement and sustainable mobility in Central Texas by 2025.

The following are descriptive statements of how the world could be different for key stakeholders as a result of the Mobility Authority attaining its vision. These descriptions are classified by the Mobility Authority's four strategic initiatives.

ECONOMIC VITALITY

- Local businesses recognize greater efficiency and profitability due to greater reliability of the transportation network.
- Central Texans benefit from a financially sustainable transportation system, which provides increased resources to meet mobility needs.

REGIONAL MOBILITY

- Central Texans enjoy greater access to a wide range of transportation modes.
- Emergency services reduce response times and increase the health and welfare of Central Texas citizens.
- Travelers benefit from increased safety as they travel through Central Texas.
- Drivers' benefit from reduced auto insurance rates directly attributed to less congestion, greater mobility and safety.
- Citizens of Central Texas enjoy a greatly enhanced quality of life as a result of certainty of travel times due to multi-modal options.

SUSTAINABILITY

- The environment is protected through sustainable air and water quality initiatives and the proactive mitigation of congestion.
- Residents of Central Texas benefit from the Mobility Authority's use of sustainable materials and construction methods.
- Residents and businesses of Central Texas have affordable choices for mobility due to financially sustainable construction and maintenance of facilities.

INNOVATION

- Transportation infrastructure users benefit from pioneering and innovative financing mechanisms.
- Implementing new technology and social media increases transportation choices, improves decision making and drives efficiency.
- Nationwide toll system interoperability improves mobility across the country.
- Residents of Central Texas benefit from more efficient government services as a result of a collaborative and cooperative "business model."
- All individuals and organizations that interact with the Mobility Authority and its contractors receive a prompt, courteous and forthright response that exceeds expectations.

THE PLAN

The following represents the Mobility Authority's proposed long-term goals and objectives for the next five years. Set in context of 4 major strategic initiatives, achievement of these goals will move the Mobility Authority towards realization of its purpose and vision.

INITIATIVE: ECONOMIC VITALITY

A strong, reliable and efficient mobility network is a significant component to a successful regional economy. Residents and businesses alike will benefit with new opportunities for economic expansion while improving mobility in the area.

Goal: Develop projects and programs that support federal, state, regional and local economic development strategies.

OBJECTIVE: Adopt a process to evaluate projects based on their relative value in providing greater mobility given available resources.

OBJECTIVE: Develop programs that ensure consistent and predictable travel times.

Goal: Lead regional efforts to increase transportation capacity particularly in congested areas and desired development zones.

OBJECTIVE: Develop transportation project priorities based on current and future housing and employment centers.

Goal: Partner with regional entities to facilitate economic development initiatives driven by mobility and transportation.

OBJECTIVE: Continue involvement in regional planning activities with community partners.

INITIATIVE: REGIONAL MOBILITY

Central Texas will benefit from greater access to a regionally integrated network of transportation modes that provide safe, reliable, efficient and affordable travel.

Goal: Advocate and/or develop reliable, efficient modes of regional transportation options.

OBJECTIVE: Develop a planning and financing process that results in the creation of a short and long-range Capital Improvement Program.

OBJECTIVE: Be on the forefront of emerging technology, so as to implement more efficient modes of transportation that provide greater mobility options.

THE PLAN

INITIATIVE: REGIONAL MOBILITY (CONTINUED)

Goal: Provide highly reliable and appropriately maintained regional roadway network.

OBJECTIVE: Design and construct transportation facilities that provide for reliability and safety.

OBJECTIVE: Develop and implement reliable and efficient maintenance strategies that continue to protect the initial investment.

OBJECTIVE: Facilitate driver roadside assistance program.

OBJECTIVE: Identify opportunities and efficiencies to develop a consistent and seamless toll road network in Central Texas.

INITIATIVE: SUSTAINABILITY

Central Texans will experience a better quality of life due to the Mobility Authority's planning, implementation, operations and maintenance of transportation facilities using efficient and environmentally sustainable methods.

Goal: Define, use and advocate for environmentally sound design and construction methods for Mobility Authority projects.

OBJECTIVE: Identify and implement innovative techniques to encourage sustainable, cost-effective design.

OBJECTIVE: Encourage and increase scientific advancements of material usage.

OBJECTIVE: Consider innovative land use and mitigation options.

Goal: Build and maintain assets for long-term preservation and reliability.

OBJECTIVE: Identify opportunities for and encourage increased use of sustainable materials and innovative construction methods on all projects.

OBJECTIVE: Develop methods to analyze costs from a long-term sustainability perspective.

Goal: Increase public awareness of environmental benefits related to improved mobility systems.

OBJECTIVE: Include environmental benefits in all presentations and communications regarding Mobility Authority activities.

OBJECTIVE: Highlight Mobility Authority's sustainability achievements.

THE PLAN

INITIATIVE: INNOVATION

The Mobility Authority is a solution-oriented, regional transportation leader and service provider that fosters a high level of trust from the public, elected officials and users of the transportation system through its innovative practices, transparent processes and open communication.

Goal: Advocate for increased transportation management and funding options.

OBJECTIVE: Work closely with elected officials to educate and enact legislation that ensures flexible options to achieve regional mobility, including funding mechanisms and efficient construction methodologies.

OBJECTIVE: Explore and utilize public private partnership (P3) opportunities.

OBJECTIVE: Lead efforts to increase all levels of funding for regional mobility.

Goal: Implement the most efficient and cost effective management of transportation facilities in Central Texas while providing a great customer experience.

OBJECTIVE: Explore expansion of toll tag interoperability and toll tag uses.

OBJECTIVE: Effectively increase use of technology to support traffic management.

OBJECTIVE: Maintain leadership in utilizing innovative and industry best practices.

OBJECTIVE: Preserve and maintain system assets to ensure long-term financial sustainability of the system.

Goal: Increase Mobility Authority communication and accessibility.

OBJECTIVE: Proactively outreach to the community and engage the public in regional transportation issues.

OBJECTIVE: Enhance Mobility Authority's financial and operations reporting.



CENTRAL TEXAS
Regional Mobility Authority

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

RESOLUTION NO. 12-002

**Awarding the Construction Contract for the
183A South Brushy Creek Pedestrian Bridge.**

WHEREAS, CTRMA issued an invitation to bid on the construction of the 183A South Brushy Creek Pedestrian Bridge in December, 2011, and four responsive bids were received and opened immediately following the January 12, 2012 submittal deadline established by the invitation to bid; and

WHEREAS, the responsive bid proposal documents were reviewed and evaluated in accordance with CTRMA's procurement policies; and

WHEREAS, after a review and analysis of the proposals by HNTB Corporation, as general engineering consultant for CTRMA, and by CTRMA staff, the Executive Director recommends awarding construction contract to the lowest and responsive bidder, Montoya Anderson Construction, Inc., d/b/a MAC, Inc.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors awards the contract for construction of the 183A South Brushy Creek Pedestrian Bridge to Montoya Anderson Construction, Inc., d/b/a MAC, Inc, for a total amount not to exceed \$838,703.25; and

BE IT FURTHER RESOLVED that the Board authorizes the Executive Director to finalize and execute the contract on the terms and conditions acceptable to the Executive Director and consistent with CTRMA procurement policies, the invitation to bid, the bid proposal package received from Montoya Anderson Construction, Inc., d/b/a MAC, Inc., and this Resolution.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of January, 2012.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 12-002
Date Passed 01/25/12

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

RESOLUTION NO. 12-003

**APPROVING A NEW INTERLOCAL AGREEMENT WITH THE
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY TO PROVIDE
ONGOING TOLL SYSTEM MAINTENANCE SERVICES.**

WHEREAS, by Resolution No. 10-06, adopted by the Board of Directors on January 27, 2010, the Board authorized an interlocal agreement between CTRMA and the Cameron County Regional Mobility Authority (“CCRMA”) by which CTRMA would provide toll system implementation services to CCRMA (the “Toll System Implementation ILA”); and

WHEREAS, CTRMA currently provides toll system maintenance services to CCRMA under the Toll System Implementation ILA through its Contract for Toll System Implementation effective April 27, 2005, with Telvent USA Corporation, formerly known as Caseta Technologies (the “Telvent Implementation Contract”), pursuant to Resolution No. 11-138, adopted by the Board of Directors on December 7, 2011, CTRMA; and

WHEREAS, CCRMA has asked CTRMA to enter into a new interlocal agreement under which CTRMA will continue to provide maintenance services for CCRMA’s new toll system at the conclusion of the maintenance services provided under the Telvent Implementation Contract; and

WHEREAS, CTRMA can provide continuing toll system maintenance services for CCRMA’s toll system through its Maintenance Service Contract for Toll Collection System, dated March 3, 2007 (the “Telvent Maintenance Contract”), as amended April 27, 2011; and

WHEREAS, the Executive Director recommends that the Board approve an interlocal agreement with CCRMA to provide the requested maintenance service to CCRMA, in the form or substantially the same form attached as Attachment A.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes and approves the proposed interlocal agreement between CTRMA and CCRMA in the form or substantially the same form attached as Attachment A; and

BE IT FURTHER RESOLVED, that the Executive Director may finalize and execute on behalf of the CTRMA the interlocal agreement in the form or substantially the same form attached as Attachment A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of January, 2012.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Willkerson
Chairman, Board of Directors
Resolution Number: 12-003
Date Passed: 1/25/12

ATTACHMENT "A" TO RESOLUTION 12-003

**INTERLOCAL AGREEMENT WITH
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

[on the following 6 pages]

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into effective as of the ____ day of _____, 2012, by and between the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (“CTRMA”) and the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY (“CCRMA”), political subdivisions of the State of Texas (collectively, the “Parties”).

WITNESSETH:

WHEREAS, CTRMA is a regional mobility authority created pursuant to the request of Travis and Williamson Counties and operating pursuant to Chapter 370 of the Texas Transportation Code (the “RMA Act”) and 43 TEX. ADMIN. CODE §§ 26.1 *et seq.* (the “RMA Rules”); and

WHEREAS, CCRMA is a regional mobility authority created pursuant to the request of Cameron County and operating pursuant to Chapter 370 of the RMA Act and Sections 26.1 *et seq.* of the RMA Rules; and

WHEREAS, Chapter 791 of the Texas Government Code provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

WHEREAS, Section 370.033 of the RMA Act provides that a regional mobility authority may enter into contracts or agreements with another governmental entity; and

WHEREAS, CCRMA previously issued an RFI seeking expressions of interests and proposals from other Texas toll authorities interested in providing CCRMA with toll system implementation services and support; and

WHEREAS, CTRMA responded to the RFI and proposed providing the requested services using its own expertise as well as the services of its consultant, Telvent USA Corporation, formerly Caseta Technologies, Inc. (“Telvent”); and

WHEREAS, effective January 27, 2010, CTRMA and CCRMA executed an interlocal agreement, a copy of which is attached as Attachment “A”, pursuant to which CTRMA is providing toll systems implementation equipment and services to CCRMA (the “Toll System Implementation ILA”); and

WHEREAS, CCRMA is in need of toll systems maintenance services and support in connection with the SH 550 Toll Project; and

WHEREAS, CTRMA previously entered into a Maintenance Services Contract with Telvent for the provision of maintenance services for CTRMA’s toll collection system (the “Telvent Maintenance Contract”), and CTRMA, independently and by and through its consultants, has the expertise and infrastructure required to provide toll systems maintenance services in connection with toll projects; and

WHEREAS, the first year of maintenance services is being provided under the Toll System Implementation ILA; and

WHEREAS, the Parties have agreed that it would be to their mutual benefit for CTRMA to provide needed toll systems maintenance services to CCRMA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned Parties agree as follows:

I. FINDINGS

Recitals. The recitals set forth above are incorporated herein for all purposes and are found by the Parties to be true and correct. It is further found and determined that the Parties have authorized and approved the Agreement by resolution or order adopted by their respective governing bodies, and that this Agreement will be in full force and effect when approved and executed by each party.

II. ACTIONS

1. Provision of Services. Subject to the terms of this Agreement, CCRMA shall utilize the resources of CTRMA and/or its consultants, including the resources and services provided under the Telvent Maintenance Contract, in connection with the maintenance of the toll collection systems on the SH 550 Toll Project. All services described in this Agreement shall be provided by CTRMA and/or its consultants at the discretion of CTRMA.

Consistent with the terms of Attachment A to the RFI, CCRMA shall provide local maintenance personnel to perform related on-site tasks and assist as required with maintenance of the Toll Collection Systems. CTRMA shall train CCRMA's local maintenance personnel to access spare parts, perform sub-component replacements, return defective equipment, and administer inventory; shall remotely monitor the Toll Collection Systems; and shall provide annual preventative maintenance. CTRMA shall monitor the Toll Collection Systems and perform annual preventative maintenance in a manner consistent with CTRMA's support and maintenance of its own toll collection systems.

2. Toll System Maintenance Cost and Payment. Beginning on May 10, 2012, CCRMA shall pay a fixed monthly fee in the amount of \$4,674.33 for the maintenance services described in this Agreement which shall not, without prior written consent of CCRMA, exceed \$56,092 per year for the base maintenance services including "Maintenance Remote Support" and "Preventative Maintenance" as described in Attachment "A". Any work resulting from software changes requested by CCRMA and "Maintenance Remote Support" and "Preventative Maintenance" resulting from any required onsite maintenance support other than scheduled preventative maintenance and tuning, including responding to outages and system problems, will be paid for by CCRMA on a time and material basis. The cost of maintenance services may be subject to annual adjustment as conditions and level of effort dictate, provide that any adjustment in the cost of maintenance services is subject to the written approval of the Parties. Labor,

material and expense costs for CTRMA and their subcontractors shall be invoiced to CCRMA on a monthly basis. Labor rates shall be based upon the current contracted rates for all subcontractors and on the actual costs of CTRMA personnel (Base Salary ÷ 2080). Material and expense costs shall be based on the actual costs incurred and invoiced with a 5% markup. CCRMA shall have the same right to dispute invoiced amounts that CTRMA has under the Telvent Maintenance Contract.

First year “Maintenance Remote Support” and “Preventative Maintenance” services costs shall be paid for under the Toll System Implementation ILA. The performance measures incorporated in Section 3 below shall govern the provision of such services.

3. Performance Measures. The Toll Collection Systems being installed and operated pursuant to the Toll System Implementation ILA are identical in form and function to the system in place on CTRMA facilities, and will function as an expansion of the system being maintained for CTRMA by Telvent under the Telvent Maintenance Contract. As such, CTRMA shall assure, through its agreements with Telvent and other of its subcontractors, that the same performance measures are established and maintained (including penalties for non-compliance) with respect to the maintenance of the Toll Collection Systems as are applicable to the maintenance of the toll collection system in place on CTRMA facilities. CTRMA shall enforce such measures and standards on CCRMA’s behalf, and CTRMA shall not agree to modify performance measures or waive any incidents of non-compliance without the prior written consent of CCRMA. Any amounts due for non-compliance, including liquidated damages in the amounts provided for under the Telvent Maintenance Contract, shall be collected by CTRMA and promptly remitted to CCRMA; provided, however, that CTRMA shall not be liable to CCRMA for any amounts due for non-compliance which CTRMA fails to collect from Telvent despite using reasonable efforts to collect such amounts. Further, CTRMA shall not be liable to CCRMA for any incidents of non-compliance of which CTRMA is unaware and could not reasonably have been aware. CCRMA shall have the right to independently audit system maintenance at any time in addition to audit rights which may exist and be enforced by CTRMA through the Telvent Contract.

4. Payment. Payments due to either party under this Agreement shall be made to:

Central Texas Regional Mobility Authority
301 Congress Avenue, Suite 650
Austin, TX 78701
Attn: Chief Financial Officer

Cameron County Regional Mobility Authority
1100 E. Monroe
Brownsville, Texas 78521
Attn: RMA Coordinator

III.
GENERAL AND MISCELLANEOUS

1. Term and Termination. Subject to the following, this Agreement shall be effective as of the date first written above and shall continue in force and effect until June 30, 2015. The term of the Agreement may be extended by written agreement of the Parties. Notwithstanding the foregoing,

(a) if the Telvent Maintenance Contract is terminated pursuant to Section 12 of that agreement, this Agreement shall terminate on the same day that the Telvent Maintenance Contract terminates, provided that CTRMA shall give CCRMA written notice of the termination within ten (10) days of providing notice to or receiving notice from Telvent in accordance with Section 12 of the Telvent Maintenance Contract; and

(b) either party may terminate this Agreement in the event of a material breach of its terms, which may include, but is not limited to, failure to make timely payments of amounts owed and failure to provide services and satisfy performance measures in accordance with this Agreement, provided that the party seeking to terminate the Agreement has provided written notice to the other of the alleged default and the default has not been cured within thirty (30) days of receipt of such notice; and

(c) CCRMA may terminate this Agreement without cause at any time, provided that CCRMA shall provide CTRMA with notice sufficient to allow CTRMA to satisfy its obligations under the Telvent Maintenance Contract.

Notwithstanding the foregoing, CTRMA shall not issue to Telvent any task orders or work authorizations extending beyond the term of the Telvent Maintenance Contract.

2. Prior Written Agreements. This Agreement is without regard to any and all prior written contracts or agreements between the Parties regarding any other subject matter and does not modify, amend, ratify, confirm, or renew any such other prior contract or agreement between the Parties.

3. Other Services. Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other service, or to provide or not to provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties.

4. Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claims on behalf of any third party. Neither of the Parties waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

5. Amendments and Modifications. This Agreement may not be amended or modified except in writing and executed by both Parties to this Agreement and authorized by their respective governing bodies.

6. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

7. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when both Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

By: _____
Mike Heiligenstein,
Executive Director

**CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY**

By: _____
Pete Sepulveda, Jr.,
RMA Coordinator

ATTACHMENT "A"
TOLL IMPLEMENTATION ILA

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

RESOLUTION NO. 12-004

**APPROVING AN AMENDED WORK AUTHORIZATION WITH TELVENT USA
CORPORATION UNDER THE MAINTENANCE SERVICES FOR THE TOLL
COLLECTION SYSTEM CONTRACT TO PROVIDE TOLL SYSTEM MAINTENANCE
SERVICES TO THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY.**

WHEREAS, by Resolution No. 10-06, adopted by the Board of Directors on January 27, 2010, the Board authorized an interlocal agreement between CTRMA and the Cameron County Regional Mobility Authority (“CCRMA”) by which CTRMA would provide toll system implementation services to CCRMA (the “Toll System Implementation ILA”); and

WHEREAS, CTRMA currently provides toll system maintenance services to CCRMA under the Toll System Implementation ILA through its Contract for Toll System Implementation effective April 27, 2005, with Telvent USA Corporation (“Telvent”), formerly known as Caseta Technologies (the “Telvent Implementation Contract”), pursuant to Resolution No. 11-138, adopted by the Board of Directors on December 7, 2011, CTRMA; and

WHEREAS, CCRMA has asked CTRMA to enter into a new interlocal agreement under which CTRMA will continue to provide maintenance services for CCRMA’s new toll system at the conclusion of the maintenance services provided under the Telvent Implementation Contract; and

WHEREAS, CTRMA can provide continuing toll system maintenance services for CCRMA’s toll system by approving a new work authorization for that work under its Maintenance Service Contract for Toll Collection System with Telvent, dated March 3, 2007 (the “Telvent Maintenance Contract”), as amended April 27, 2011; and

WHEREAS, the Executive Director recommends that the Board approve a new work authorization with Telvent to provide the requested maintenance service to CCRMA, in the form or substantially the same form attached as Attachment A.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes and approves the proposed work authorization with Telvent in the form or substantially the same form attached as Attachment A; and

BE IT FURTHER RESOLVED, that the Executive Director may finalize and execute on behalf of CTRMA the proposed work authorization with Telvent in the form or substantially the same form attached as Attachment A.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of January, 2012.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 12-004
Date Passed: 1/25/12

ATTACHMENT "A" TO RESOLUTION 12-004

TELVENT WORK AUTHORIZTATION

[on the following 6 pages]

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

WORK AUTHORIZATION NO. 1

**MAINTENANCE SERVICES CONTRACT
FOR TOLL COLLECTION SYSTEM-
CAMERON COUNTY RMA SH 550 TOLL PROJECT**

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 11 of the Contract for Maintenance Services Contract for Toll Collection System, dated March 3, 2007 (the Contract) entered into by and between the Central Texas Regional Mobility Authority (the "Authority" or "CTRMA"), and Telvent USA Corporation (the Contractor), and as amended April 27, 2011.

PART I. The Contractor will perform toll system maintenance services generally as described in Attachment B to the INTERLOCAL AGREEMENT by and between the CTRMA and the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY attached hereto as **EXHIBIT A**. The INTERLOCAL AGREEMENT, together with Attachment M-1, as amended by **EXHIBIT B** attached hereto, are made a part of this Work Authorization.

PART II. The maximum amount payable under this Work Authorization No. 1 is \$56,092. This amount is based generally upon the estimated fees set forth in Schedule 1.1, as amended by **EXHIBIT C**, which is incorporated herein and made a part of this Work Authorization. Any adjustment in the cost of maintenance services is subject to the written approval of the CCRMA and the CTRMA.

PART III. Payment to the Contractor for the services established under this Work Authorization shall be made in accordance with Article 6 of the Contract.

PART IV. This Work Authorization is effective **May 12, 2012** and shall terminate on June 30, 2015 unless extended by a supplemental Work Authorization as provided in Article 11 of the Contract.

PART V. This Work Authorization No. 1 does not waive any of the parties' responsibilities and obligations provided under the Contract, and except as specifically modified by this Work Authorization, all such responsibilities and obligations remain in full force and effect.

IN WITNESS WHEREOF, this Work Authorization No. 1 is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE CONTRACTOR: Telvent USA Corporation

Signature	Date
Typed/Printed Name and Title	

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

Executed for and approved by the Central Texas Regional Mobility Authority 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.

Signature	Date
Typed/Printed Name and Title	

LIST OF EXHIBITS

- EXHIBIT A INTERLOCAL AGREEMENT
- EXHIBIT B SCOPE OF SERVICES
- EXHIBIT C FEE SCHEDULE

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

MAINTENANCE SERVICES CONTRACT
FOR TOLL COLLECTION SYSTEM

WORK AUTHORIZATION NO. 1

SCOPE OF WORK

Pursuant to action of the CTRMA Board of Directors, reflected in Resolution No. 10-10, dated February 26, 2010, Attachment M-1 of the Contract is amended as described below. Unless noted otherwise, all other provisions of this Attachment M-1 shall remain in effect.

Section M1.0 of Attachment M-1 is amended by adding a new Subsection M1.04 to read as follows:

M1.0 General

Add the following

M1.04 Phasing of CCRMA SH550 Project

The agreement between CTRMA and CCRMA for the implementation of toll systems may be amended to provide for implementation of additional tolling points on SH550 or other facilities by CTRMA on behalf of CCRMA.

Should additional toll lanes and/or equipment be implemented via an amendment to an existing ILA or a new agreement between CTRMA and CCRMA, any adjustment to this maintenance agreement must be agreed to between CTRMA and the Contractor prior to implementation allowing CTRMA to inform CCRMA of the resulting cost adjustments. Upon acceptance of the new toll lanes and/or equipment, the Contractor may be entitled to the increased amount.

Section M2.0 of Attachment M-1 is amended by adding new Subsections M2.04 and M2.05 to read as follows:

M2.0 Scope of Work Elements

Add the following:

M2.04. Maintenance Remote Support Services

Under Phase 1, the Contractor's responsibilities shall include routine, corrective and emergency maintenance of the CCRMA Toll Collection System that is required to support the operations of the designated remote Express Toll Locations as they receive Segment Acceptance.

The CCRMA will provide local maintenance personnel to perform related on-site tasks and assist as required with the maintenance of the toll system. It is assumed that the Agency will monitor and respond to alarms and tickets in a manner consistent with the support of their existing systems. It is assumed that most alarms and automatically generated trouble tickets will be investigated and resolved remotely. However, local personnel will be available, at the direction of the Agency, to assist with issues that require on-site support. Local maintenance personnel will have been trained by the Agency to access spare parts, perform sub-component replacements, properly handle the return of defective

equipment, properly administer inventory as required, etc. It is assumed that any required on-site maintenance support, beyond scheduled preventative maintenance and tuning, will be paid for by CCRMA on a time and material basis.

Maintenance Remote Support - This work will include remotely monitoring the designated toll collection system and responding to and resolving alarms and trouble tickets. This work also will include monitoring the surveillance cameras in a manner consistent with the Agency's current operations and, if required, calling designated Cameron County contacts.

M2.05. Preventative Maintenance

Under Phase 1, the Contractor's responsibilities shall include preventative and predictive maintenance of the CCRMA Toll Collection System that is required to support the operations of the designated remote Express Toll Locations as they receive Segment Acceptance.

Preventative Maintenance - This work will include the estimated labor and expenses for annual preventative maintenance and system tuning as required.

Section M3.0 of Attachment M-1 is amended as follows:

M3.0 Maintenance Plan

Add the following:

The Contractor shall create a Maintenance Plan that covers all aspects of the CCRMA Toll Collection System pertinent to Phase I of the Scope of Work and provide such Maintenance Plan to the CTRMA.

The Maintenance Plan will be updated periodically thereafter by mutual agreement of the parties as they deem reasonably necessary.

Section M5.0 of Attachment M-1 is amended as follows:

M5.0 Staffing

As of the Effective Date, the Contractor shall have the following personnel situated in Austin whose duties will include providing toll system maintenance services to the CCRMA. Changes in the scope of work, including, but not limited, to the addition or subtraction of lanes and/or equipment may cause changes in the staffing levels.

- Maintenance Manager (who shall be responsible for overseeing the performance of the Service)
- Maintenance Technicians (three)
- Network/System Engineer (can be remote)

The Contractor shall ensure that the field maintenance team has technical support in the areas of radio frequency, hardware, systems, communications and software.

Section M6.0 of Attachment M-1 is amended as follows:

M6.0 Personnel Training

Add the following:

The Contractor shall provide for any necessary supplemental training of the CCRMA maintenance technicians responsible for the Toll Collection System, which shall be scheduled such that it will be completed no later than one (1) week prior to field installation of the any new lane configurations. The training shall consist of a minimum of two (2) weeks of both hands-on classroom instruction and on-the-job training.

M6.01. Staff Assignments

Add the following:

Maintenance staff shall participate with the Contractor's field installation team to obtain first-hand experience with the equipment.

The CCRMA Maintenance Technicians responsible for the field repairs shall be trained for major module/PC board swap-out. The Technicians shall be trained at the bench level and to repair equipment at the component level as needed.

[END OF SECTION]

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

**MAINTENANCE SERVICES CONTRACT
FOR TOLL COLLECTION SYSTEM**

WORK AUTHORIZATION NO. 1

SCHEDULE 1.1 PRICE SCHEDULE

Schedule 1.1 of the Contract, as amended, is revised by adding a new Section 3 to read as follows:

3. Monthly Maintenance Remote Support Services

Monthly Fee for providing Maintenance Remote Support and Preventative Maintenance services for maintaining the SH550 Toll Project including Plaza System, Host System, Communications Equipment, Security Access System, System Administration, and all Toll Lanes shall be measured on a per month basis. Each per month unit shall include furnishing labor, materials, and support services to perform Maintenance Remote Support Services for that month in conformance with the requirements of the Specifications, and as accepted by the CTRMA.

Basis of Payment

Payment will be made at the monthly bid price for the Maintenance Remote Support Services provided, upon approval of services by the CTRMA in accordance with the following table:

Maintenance Remote Support Cost Elements					Project Lanes	Total Lanes
					2	2
Item No.	Description	Unit	Rate / Hr	Unit Price per Month	SH550 Phase I	
					QTY.	Per Month
110	Base Monthly Fee	1		\$1,200.33	1	\$1,200.33
111	Software Engineer	173	\$116.00		0.046	\$923
112	System Engineer	173	\$127.00		0.046	\$1,011
113	Technician	173	\$89.00		0.1	\$1,540
114	Technician ODC's	1			0	0
Subtotal \$ /Mo.						\$4,674.33

Any work resulting from software changes requested by CCRMA and "Maintenance Remote Support" and "Preventative Maintenance" resulting from any required onsite maintenance support other than scheduled preventative maintenance and tuning, including responding to outages and system problems, will be paid for by CCRMA on a time and material basis.

[END OF SECTION]

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

RESOLUTION NO. 12-005

**APPROVING AN INTERLOCAL AGREEMENT WITH THE NORTH TEXAS
TRANSPORTATION AUTHORITY, THE TEXAS DEPARTMENT OF
TRANSPORTATION, AND THE HARRIS COUNTY TOLL ROAD AUTHORITY
TO PROVIDE FOR CONTINUING MAINTENANCE OF
THE INTEROPERABILITY HUB SYSTEM.**

WHEREAS, pursuant to an interlocal agreement by and between the Central Texas Regional Mobility Authority, the North Texas Tollway Authority (“NTTA”), the Harris County Toll Road Authority (“HCTRA”), and the Texas Department of Transportation (“TxDOT”) (the “Interoperable HUB Maintenance ILA”), NTTA provides maintenance services for the Interoperable Toll Transaction HUB needed to ensure continuation of toll interoperability among the parties; and

WHEREAS, the Interoperable HUB Maintenance ILA expired on January 15, 2012; and

WHEREAS, the Executive Director recommends that the Interoperable HUB Maintenance ILA be renewed under the terms and conditions shown on the proposed interlocal agreement provided by TxDOT and attached to this resolution as Attachment A.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes and approves the proposed interlocal agreement between CTRMA, NTTA, HCTRA, and TxDOT for maintenance services for the Interoperable Toll Transaction HUB, in the form or substantially the same form attached to this resolution as Attachment A; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized to execute on behalf of CTRMA the proposed interlocal agreement in the form or substantially in the form attached as Attachment “A” to this resolution.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of January, 2012.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 12-005
Date Passed: 1/25/12

ATTACHMENT "A" TO RESOLUTION 12-005
INTERLOCAL AGREEMENT WITH NTTA, TxDOT, & HCTRA

[on the following 11 pages]

Interlocal Agreement
Contract Services Transmittal Form

From: Toll Operations Division (District/Division/Office)	Contact Person: Rosa Lee Phone No.: 512-936-4144
Subject: Toll Operations – Interoperable Toll Transaction HUB Maintenance Agreement.	
Other Entity North Texas Tollway Authority (NTTA), Central Texas Regional Mobility Authority (CTRMA) Harris County (HCTRA)	Contract Maximum Amount Payable \$70,000
Are any federal funds used in this contract? No	
Is the other party to this contract a county? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Does this contract involve the construction, improvement, or repair of a building or road? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If the answer to both questions is yes, a resolution from the commissioners court must be included as Attachment D.	
Was the standard interlocal or amendment format modified? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If modified, date of Contract Services approval: _____ Modifications made are as follows:	

THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791.

I. CONTRACTING PARTIES:

Texas Department of Transportation	TxDOT
North Texas Tollway Authority	NTTA
Central Texas Regional Mobility Authority	CTRMA
Harris County	HCTRA

II. PURPOSE: Toll Operations – Interoperable Toll Transaction HUB Maintenance Agreement.

III. STATEMENT OF SERVICES TO BE PERFORMED: The NTTA will undertake and carry out services described in **Attachment A**, Scope of Services.

IV. CONTRACT PAYMENT: The total amount of this contract shall not exceed **\$70,000** and shall conform to the provisions of **Attachment B**, Time and Material Rate Sheet. The parties intend for each of them (including the NTTA) to bear one-fourth of such amount. Therefore, the amount payable to NTTA under this contract shall be **\$52,500 (TxDOT, CTRMA and HCTRA each will pay equal portion of the total or \$17,500 each)**. This will be a one-time payment, which shall be payable upon the full execution of this contract by all parties.

V. TERM OF CONTRACT: Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party. This contract begins when fully executed by both parties and terminates on January 15, 2013, or when otherwise terminated as provided in this Agreement.

VI. LEGAL AUTHORITY: THE CONTRACTING PARTIES certify that the services provided under this contract are services which are properly within the legal authority of the Contracting Parties

The governing body, by resolution or ordinance dated July 25, 2007, has authorized the Local Government (NTTA) to execute this Interlocal Agreement.

The governing body, by Resolution _____ dated _____, has authorized the Local Government (CTRMA) to execute this Interlocal Agreement.

The governing body, by resolution or order dated _____, has authorized the Local Government (HCTRA) execute this Interlocal Agreement.

This contract incorporates the provisions of Attachment A, Scope of Services, Attachment B, Time and Material Rate Sheet, Attachment C, General Terms and Conditions, and Attachment D, Resolution or Ordinance.

NORTH TEXAS TOLLWAY AUTHORITY

By _____ Date _____

AUTHORIZED SIGNATURE

Typed or Printed Name and Title

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By _____ Date _____

AUTHORIZED SIGNATURE

Typed or Printed Name and Title

HARRIS COUNTY

By _____ Date _____

AUTHORIZED SIGNATURE

Typed or Printed Name and Title

FOR THE STATE OF TEXAS

Executed for the Executive Director 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 _____ Date _____

Janice Mullenix
Director of Contract Services

ATTACHMENT A

Scope of Services

The Interoperable Toll Transaction HUB (“IOPHub”) comprises databases and software used to store and distribute information concerning (1) transponders and transponder-based toll transactions and (2) license plates and certain license-plate-based toll transactions to the Texas toll authorities that are the parties to this contract (each, a “party”; collectively, the “parties”). Transponders are referred to in this contract as “tags.” The IOPHub provides a common interface and location through which lists of valid tags are received from each party that issues tags and are distributed to the other parties to this contract; the IOPHub also provides a common interface and location by and through which a tag-based toll transaction recorded at the facility of a toll authority that is not the issuer of the tag is transmitted from that “visited authority” and is sent to the party that issued the tag in question (the “home authority”) for processing and posting to accounts. The IOPHub also provides a common interface and location through which lists of license plates of vehicles that are associated with an account established with a party are received from that party and are distributed to the other parties. (The party with whom the account is established is a home authority with respect to such license-plate-based transactions). When such a vehicle passes through a party’s toll facility without a tag, the information regarding the transaction is sent to the vehicle’s home authority for processing and posting to accounts.

The North Texas Tollway Authority (“NTTA”) will provide the following services for system maintenance of the IOPHub:

1. NTTA support will provide production system daily application checks, review of daily system monitoring emails, system log and status review, and database/application monitoring to verify the production application and database are operating as intended and/or identify potential issues for address.
2. On a quarterly basis, preventative, predictive and routine maintenance on both the database and application as required in conjunction with any quarterly application and database maintenance releases for bug fix and patches will be performed. Archive, backup, restore and purge procedures, in addition to database reorganization, tuning, index rebuild and optimization, are also performed quarterly.
3. As required, issue resolution escalated from Level 1 Support, technical troubleshooting and application code correction and updates to identify and remediate system issues are a component of level 2 and 3 support. This includes developer and architect support as required to identify the issue and corrective actions required to resolve.
4. Pre-Production, Test and Development environment support will also be provided as required for developer testing and customer User Acceptance Testing (UAT).

Service Levels

As used throughout this contract, “commercially reasonable efforts” means good faith efforts that are consistent with those generally accepted as standard and reasonable in the software maintenance industry for satisfaction of performance requirements substantially similar to those set forth in this contract.

NTTA will perform preventive, predictive, corrective, and emergency maintenance service on the software and databases comprising the IOPHub. NTTA understands the mission critical nature of the IOPHub systems and will use commercially reasonable efforts to meet or exceed availability and reliability metrics that are consistent with the historical baselines that have been established since the implementation of the IOPHub in 2006. The parties acknowledge and agree that the hardware and network availability required for the operation and maintenance of the IOPHub are the responsibility of others, and that the NTTA has no obligations with respect to such items. However, NTTA will cooperate with the other parties to this contract and their respective vendors to troubleshoot and repair issues promptly.

The performance and service levels specified below are based on the parties’ current understanding of system capabilities. The parties agree that these levels will be monitored and reviewed periodically by NTTA to make sure that they are reasonable and fair to all parties and that they represent the levels that are suitable for proper expected operation of the IOPHub system.

Support Levels are defined as:

- Level 1 Support – Help Desk Support and Issue Triage
 - Central point of contact
 - Dedicated staff trained in problem resolution
 - Open / Close help desk tickets for reported issues
 - Answer & resolve basic system questions / issues
 - Problem screening – determine if reported issue is IOPHub issue
 - General application administration
 - User management
 - Roles management
 - Password management
 - Issue triage
 - Priority level assignment
 - Issue routing
 - Tracking system documentation
 - Track and report issue through resolution
- Level 2 Support – Application and Database Maintenance / Issue Analysis and Resolution
 - Daily application checks
 - Daily system log and status review and follow-up
 - Database monitoring and maintenance
 - Application monitoring and maintenance
 - Issue resolution escalated from Level 1 Support
 - Technical troubleshooting
- Level 3 Support – Application and Database Optimization / Escalated Issue Analysis and Resolution
 - Quarterly Application & Database maintenance releases (Bug Fix and Patches)
 - Perform preventative, predictive, routine and corrective maintenance
 - Data archive, backup, restore and purge
 - Quarterly Database reorganization, tuning, index rebuilds, log file purging
 - Quarterly Database optimization
 - Production, Pre-Production, Test and Development environment support
 - Developer and Architect support for escalated issues from Level 2 Support
 - Application code correction and updates

NTTA shall use commercially reasonable efforts to meet annual availability requirements for the following elements of the IOPHub system for unplanned and unapproved downtime:

- IOPHub Application and Database System: 99.0% Availability (87.6 hrs max annual downtime)
- IOPHub File Transfer Protocol (FTP) Services: 99.0% Availability (87.6 hrs max annual downtime)

NTTA shall also use commercially reasonable efforts to meet minimum application performance requirements for the following elements of the IOPHub system; however, it should be noted that there are currently no automated means available to measure current performance levels (system performance may also be affected by system hardware and network connectivity):

- Web Application Response - 10 seconds or less
 - NOTE: Application response is measured from the time that a user invokes action on a web page to the time when the page is fully loaded with the result and is ready for another action.
- Standard Directory Listing Command – 120 seconds or less
 - NOTE: Directory listings are generally invoked as part of the scripting process used to transfer files via FTP. These commands are generally a representation of the system hardware, file

storage input/output (I/O), and/or network response and not of the database performance or software application.

- Report Execution Time:
 - Detail Data Reports shall return data for monthly period (approximately 30 days) within ten (10) minutes
 - Summary Data Reports shall return data for monthly period (approximately 30 days) within two (2) minutes

NOTE: Report performance is heavily dependent on the number of rows being scanned and the number of rows being returned. The parties acknowledge and agree that recent experience has shown that the report performance will degrade sharply once the capacities of the report server (CPU, Memory, or I/O) are reached, and that NTTA has no responsibility to ensure that adequate capacities are maintained.

Priority Levels

Priority level assignments are assigned to incoming reported issues. These assignments provide the criticality or severity of the issue which in turn dictates the response and repair times. The priority level assignments are detailed below:

- **Priority 1** – Any malfunction that result in the loss of revenue or data.
- **Priority 2** – Any malfunction that will degrade the system performance, but not the operational ability of the system.
- **Priority 3** – A degradation of a component or system that could lead to a malfunction.
- **Priority 4** – Informational requests only.

Response/Repair Levels

The following describes the expected response and repair times in terms of mean times calculated over a monthly period, i.e., mean-time-to-respond-and-repair (MTTRR). Response and repair times are calculated as follows: a) Response = from the recorded trouble ticket notification time to the time and acknowledgement to the ticket is provided, and b) Repair = time from the recorded response acknowledgement time to the recorded repair time. NTTA shall use commercially reasonable efforts to meet the following response and repair times:

Production System Response and Repair:

- **Priority 1**
 - 7 days a week
 - 2 hour response following notification
 - 4 hour repair following response
- **Priority 2**
 - Monday – Friday / 8am – 5pm
 - 4 hour response
 - 8 hour repair
 - All Other Times
 - 4 hour response
 - Next business day repair
- **Priority 3**
 - Monday – Friday / 8am – 5pm
 - 4 hour response
 - Next business day repair
 - All Other Times

- 4 hour response
- Next business day repair
- **Priority 4**
 - Next business day response
- **Non-Production Systems Response and Repair:**
 - Business days excluding holidays

NTTA Obligations

The parties acknowledge and agree that the NTTA's obligations under this contract are limited to its commercially reasonable efforts (as defined above) to achieve the availability and reliability metrics, availability requirements, and application performance requirements specified under "Service Levels" and the response and repair times specified under "Response/Repair" levels, and that the NTTA shall not be a default under this contract for its failure to achieve such metrics, requirements, or response and repair times, so long as the NTTA has made commercially reasonable efforts to do so. If the NTTA is determined to have persistently failed to have made such commercially reasonable efforts, any other party's sole and exclusive remedy shall be the right to withdraw from this contract and receive the NTTA's return of the consideration paid to it under this contract.

ATTACHMENT B
Time and Material Rate Sheet

This Time and Material Rate Sheet provides Time and Material Costs through the expiration date of this agreement. Requests for additional Operational Support or Data Analytics beyond that defined and agreed to in Attachment A may be supported via a Time and Materials billing process at the rates listed below.

TITLE	COST PER HOUR
Helpdesk Technician	\$55
Technical Writer	\$85
Data Analyst	\$95
Quality Assurance	\$85
Business Systems Analyst	\$105
Developer	\$120
DBA	\$140
Project Planner	\$90
Project Manager	\$140

Additional support is foreseen to fall within one of the following six (6) categories:

Operational Support / Data Analytics

- a. Ad Hoc reporting – by request from member Authorities, we will develop and execute ad-hoc reports to provide additional data and/or analysis based on the request. We will work with the requesting authority to define the data and report requirements, work with development support as needed to develop/execute queries and formulate the data in a report type format for presentation. The reports will be maintained or provided to other member Authorities to benefit their operations and to generate future similar requests.
- b. Data requests – by request from member Authorities, we will develop and execute queries and provide analysis and investigation to support incoming data requests. We will work with the requesting authority to define the data requirements, work with development support as needed to develop/execute the related queries and formulate the data response. The queries will be maintained to facilitate future similar requests.
- c. Report verification and reconciliation – by request from member Authorities and to facilitate business process checks, we will conduct report verification and reconciliation as needed to verify a data request, reported system issue, advanced system/application question or transaction research.
- d. Advanced System / Application questions – Basic system and application questions such as role management and logins will be answered by the Help Desk. More advanced questions pertaining to business/processing logic, code development, database and system configuration will be facilitated with the Operational Support package.
- e. Daily end-to-end business process checks – The Operational Support package will include comprehensive review of daily system reports to ensure efficient operation of the IOPHub and file transfer/processing. These checks will include review of daily status emails, file transfer and processing logs, execution of queries to confirm operations and response to operational issues identified.
- f. Transaction research, investigation and reconciliation – Similarly defined within the previous sections, based on member requests or internal process checks and verifications, the Operational Support package will provide detailed transaction research, investigation and reconciliation. Based on the request or issue identified, this role will develop, coordinate and execute ad-hoc queries, reports and investigate other data as provided for by the system to respond to an inquiry or investigate an identified issue resulting from the business process checks and daily review.

ATTACHMENT C
General Terms and Conditions

Article 1. Additional Work

Additional services described on Attachment B – Time and Materials Rate Sheet, which the parties hereby agree are beyond the services specified in Attachment A - Scope of Services, may be requested by a party and/or offered by the NTTA, and if the NTTA agrees to provide any such additional services, such services shall be documented in a work authorization or Amendment executed by the NTTA and the requesting party, and the cost therefore shall be in accordance with Attachment B – Time and Materials Rate Sheet. All parties will be notified of the NTTA's agreement to provide such additional services, and each party shall have the option to approve or disapprove such services for that party's use. The cost of the additional services shall be the responsibility of each party that approves the additional services. The parties acknowledge and agree that certain deliverables produced under a work authorization for additional services may be useful to and used by a party that does not expressly approve and/or share in the costs of such additional services.

Article 2. Conflicts Between Agreements

In the event of conflict between this contract and the Interoperability of Toll Collection Systems ("IOP ILA") dated December 13, 2007, the terms described in the IOP ILA shall carry.

Article 3. Disputes [Intentionally omitted]**Article 4. Ownership of Equipment**

Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by NTTA under this contract shall be owned by NTTA.

Article 5. Termination and Options to Renew

(a) This contract terminates at the end of the contract term, or upon written agreement of all the parties. At any time during the term of this contract, any party may notify the NTTA, and the other parties, that such party no longer desires for NTTA to provide services under this contract. Such notice shall constitute a notice of termination of this contract and also notice of the party's intent to terminate its participation under that certain Interlocal Agreement among the parties having an effective date of December 13, 2007, regarding the interoperability of toll collection systems (the "IOP ILA"). As provided in Section 4 of Attachment A to the IOP ILA, termination of the IOP ILA and this contract shall be effective 120 days after such notice is given. NTTA shall cease providing services under this contract simultaneously with termination of the IOP ILA. Likewise, a party's termination of its participation under the IOP ILA will be deemed to be that party's election to terminate its participation under this contract, which will be effective simultaneously with termination of the IOP ILA. A party's termination of services under this contract shall not relieve the party from its obligation to pay all amounts for which it is obligated hereunder through the end of the then-current term of this contract and no amounts will be prorated or otherwise reduced as a consequence of such termination.

(b) This contract is subject to four (4) consecutive renewal options of one (1) year each, which shall be exercisable on the following terms and conditions. Any party to this contract (other than the NTTA) that desires to exercise a renewal option shall provide written notice to all other parties of its intent to exercise its option at least ninety (90) days before the expiration of the initial term or renewal term, as applicable, then in effect. Within thirty (30) days following its receipt of notice of a party's intention to renew, the NTTA shall notify in writing all of the parties to this contract: (1) whether it is willing to continue to provide the services under this contract during the proposed renewal term (which the NTTA shall determine in its sole and absolute discretion), and (2) if so, the total fee that the NTTA will charge to provide the services during the proposed renewal term. The parties agree that the total fee will be a flat fee that will not be adjusted if fewer than all of the parties to this contract elect to exercise a renewal option. All of the renewing parties (including the NTTA) agree to allocate responsibility for the total fee equally among themselves, and each party shall be liable only for payment of its allocated share of the total fee. The NTTA agrees that the total fee will not be more than its actual cost to provide the services (which shall include, but shall not be limited to, actual costs paid by the NTTA to its consultants to provide the services). If additional toll agencies become parties to this contract during the renewal term, the NTTA may increase the total fee during such term to account for actual increased costs attributable to the increased number of parties.

- (i) If the NTTA has given notice of its willingness to continue providing services during the proposed renewal term, then not less than thirty (30) days before the expiration of the then-current term, each

party shall provide written notice to each other party of its election to exercise or decline to exercise, as applicable, its option to renew this contract for the renewal term for the total fee specified by the NTTA. A party's failure to provide timely notice of its intention to renew shall be deemed to be such party's election not to renew this contract. (NTTA's notice that it is willing to continue to provide the services under this contract during the proposed renewal term shall be deemed notice of its election to exercise its renewal option.)

- (ii) If all of the parties to this contract timely exercise their renewal options, then this contract shall be automatically extended for the next renewal term with respect to all parties. The fee payable to the NTTA shall be effective as of the first day of such renewal term, and each party's allocated share of such fee shall be payable not less than fifteen (15) days after the first day of the renewal term.
- (iii) If fewer than all of the parties to this contract timely exercise their renewal options, (A) the parties that exercised their renewal options will consult with each other regarding their desire to renew this contract notwithstanding that one or more other parties elected not to exercise its renewal option, and (B) this contract shall automatically be terminated at the expiration of the then-current term unless not less than seven (7) days before the end of the then-current term, a party provides written notice to the NTTA expressly ratifying such party's election to exercise its renewal option for the next renewal term. If a party provides such ratification, then this contract shall automatically extended for the next renewal term with respect to the NTTA and to each of the other parties that provide such a ratification, the fee payable to the NTTA shall be allocated equally between each of the renewing parties and shall be effective as of the first day of such renewal term, and each renewing party's allocated share of such fee shall be payable not less than fifteen (15) days after the first day of the renewal term.

Article 6. Gratuities

Any person who is doing business with or who reasonably speaking may do business with the signatories to this contract may not make any offer of benefits, gifts, or favors to employees of any party to this contract.

Article 7. Responsibilities of the Parties

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Article 8. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this contract.

Article 9. State Auditor's Provision; Audit Rights

The state auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Furthermore, any party to this contract (an "auditing party") shall have reasonable rights to review and inspect the books and records of another party (an "audited party") that receives funds under this contract from the auditing party. Such audit shall be limited to a review of those books, records, and other materials that are reasonably required to ensure the audited party's compliance with obligations it owes under this contract to the auditing party.

Article 10. Signatory Warranty

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

ATTACHMENT D
Resolution or Ordinance

(Resolution or Ordinance are attached)

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

RESOLUTION NO. 12-006

**APPROVING AN INTERLOCAL AGREEMENT WITH THE TEXAS
DEPARTMENT OF TRANSPORTATION TO PROVIDE
COURTESY PATROLS ON THE 183A TURNPIKE DURING 2012.**

WHEREAS, pursuant to an interlocal agreement by and between the Central Texas Regional Mobility Authority and the Texas Department of Transportation ("TxDOT") authorized by Resolution No. 11-006, adopted by the Board on January 26, 2011 ("Contract No. 86-1XXF7007"), TxDOT provides courtesy patrol services for the 183A Turnpike; and

WHEREAS, Contract No. 86-1XXF7007 expired on December 31, 2011; and

WHEREAS, the Executive Director recommends continuing to provide courtesy patrol services through TxDOT for the 183A Turnpike under the terms and conditions shown on the proposed interlocal agreement provided by TxDOT and attached to this resolution as Attachment A.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes and approves the proposed interlocal agreement between CTRMA and TxDOT for courtesy patrol services for the 183A Turnpike, in the form or substantially the same form attached to this resolution as Attachment A; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized to execute on behalf of CTRMA the proposed interlocal agreement in the form or substantially in the form attached as Attachment "A" to this resolution.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of January, 2012.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 12-006
Date Passed: 1/25/12

ATTACHMENT "A" TO RESOLUTION 12-006

INTERLOCAL AGREEMENT WITH TxDOT

[on the following 7 pages]

Interlocal Agreement

Contract Services Transmittal Form

From: Toll Operations Division - 87 (District/Division/Office)	Contact Person: Sandi Frausto Phone No.: 512-463-6146
Subject: Courtesy Patrol Operations	
Other Entity Central Texas Regional Mobility Authority	Contract Maximum Amount Payable \$85,996.08
Are any federal funds used in this contract? No	
Is the other party to this contract a county? Yes _____ No <u> X </u> Does this contract involve the construction, improvement, or repair of a building or road? Yes _____ No <u> X </u> If the answer to both questions is yes, a resolution from the commissioners court must be included as Attachment D.	
Was the standard interlocal or amendment format modified? Yes _____ No <u> X </u> If modified, date of Contract Services approval: _____ Modifications made are as follows:	

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791.

I. CONTRACTING PARTIES:

The Texas Department of Transportation
Central Texas Regional Mobility Authority

TxDOT
Local Government (CTRMA)

II. PURPOSE: Provide Courtesy Patrol Operations

III. STATEMENT OF SERVICES TO BE PERFORMED: TxDOT will undertake and carry out services described in **Attachment A**, Scope of Services.

IV. CONTRACT PAYMENT: The total amount of this contract shall not exceed \$ 85,996.08 and shall conform to the provisions of **Attachment B**, Budget. Payments shall be billed monthly.

V. TERM OF CONTRACT: This contract begins when fully executed by both parties and terminates on December 31, 2012 or when otherwise terminated as provided in this Agreement.

VI. LEGAL AUTHORITY:

THE PARTIES certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

The governing body, by resolution or ordinance, dated _____, has authorized the Local Government to obtain the services described in **Attachment A**.

This contract incorporates the provisions of **Attachment A**, Scope of Services, **Attachment B**, Budget, **Attachment C**, General Terms and Conditions, **Attachment D**, Resolution or Ordinance and **Attachment E**, Location Map Showing Project.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By _____ Date _____
Mike Heiligenstein

Title Executive Director

FOR THE STATE OF TEXAS

Executed for the Executive Director 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 _____ Date _____
Janice Mullenix
Director of Contract Services

ATTACHMENT A

Scope of Services

TxDOT shall support the Local Government on a 24-hour a day, 7 days a week operation for courtesy patrol for the 183A facility as depicted on the map in Attachment E. The primary services to be provided by TxDOT, directly or through the use of subcontractors, under the terms of TxDOT's procurements, will include the following:

1. Plaza Administration. TxDOT will:

- 1.1. Develop, deploy, maintain and operate traffic management services including but not limited to courtesy patrol;
- 1.2. Coordinate interactions with external entities, including, but not limited to, law enforcement agencies, towing services, and local traffic and emergency management centers;
- 1.3. At a minimum, report on staffing, work activities, incidents, complaints, traffic, revenue, and systems; and
- 1.4. Maintain and deploy disaster recovery plan.

Emergency Issues

Except on an emergency basis, the Local Government must inform TxDOT of any issues that they are having with the operation of the Local Government's toll facilities and TxDOT's subcontractor. Emergency issues must be followed up with informing TxDOT of the emergency as soon as possible.

Standard Operating Procedures

Services will be performed in accordance with standard operating procedures (SOPs) as established by TxDOT. Modification to the SOPs for application to the Local Government will be by mutual agreement between TxDOT and the Local Government.

ATTACHMENT B

Budget

Task	Totals
1). Facility Administration	\$ 85,996.08
Totals	\$ 85,996.08

Pricing Detail / Unit of Measure			
Description	Fixed Price/Variable/Cost Plus (invoice method)	Unit(s)	Unit Price
		2012	2012
Labor			
Manager	Fixed	Monthly	\$682.32
		12	
Direct Cost ⁽¹⁾			
Mileage / vehicle cost, supplies, uniforms, telephone, and fuel.	Fixed	Monthly	\$2,284.79
		12	
Variable Labor:			
Courtesy Patrol ⁽¹⁾	Variable (Hours worked)	Man hours (estimated at)	\$52.71
		956	

ATTACHMENT C

General Terms and Conditions

Article 1. Amendments

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

Article 2. Conflicts Between Agreements

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

Article 3. Disputes

TxDOT shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services.

Article 4. Ownership of Equipment

Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by TxDOT under this contract shall be owned by TxDOT.

Article 5. Termination

This contract terminates at the end of the contract term, when all services and obligations contained in this contract have been satisfactorily completed, by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first.

Article 6. Gratuities

Any person who is doing business with or who reasonably speaking may do business with TxDOT under this contract may not make any offer of benefits, gifts, or favors to employees of TxDOT. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Executive Director of the Texas Department of Transportation.

Article 7. Responsibilities of the Parties

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Article 8. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

Article 9. State Auditor's Provision

The state auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 10. Signatory Warranty

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

ATTACHMENT D
Resolution or Ordinance

ATTACHMENT E

Location Maps Showing Project



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

RESOLUTION NO. 12-007

**APPROVING A POLICY TO ESTABLISH PERMITTING REQUIREMENTS AND
PROCESSES RELATING TO USE OF CTRMA-PROVIDED PUBLIC UTILITY
ENCASEMENTS ON THE 183A TURNPIKE.**

WHEREAS, CTRMA has, at its cost, installed two encasements for public utilities in the right-of-way for the 183A Extension between the intersections of 183A with RM 2243 and Hero Way; and

WHEREAS, the availability of these encasements should facilitate future development along the east side of 183A in this area by providing a more certain and cost-effective method of extending needed public utility facilities to serve new development; and

WHEREAS, the terms and conditions of reimbursement payments to CTRMA for providing the encasements are best determined when there is more information available concerning actual development proposals and when those who will immediately benefit using the encasements are identified; and

WHEREAS, the Executive Director recommends approval of the proposed encasement policy to clearly establish CTRMA policy on this matter.

NOW THEREFORE, BE IT RESOLVED that the proposed "Policy And Procedures For Installation Of A Utility Facility In Encasement Protected Right-Of-Way" attached to this resolution as Attachment A is approved and adopted as CTRMA policy.

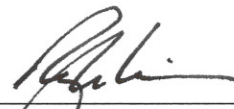
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of January, 2012.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 12-007
Date Passed: 1/25/12

**Policy And Procedures For Installation Of A Utility Facility
In Encasement Protected Right-Of-Way**

SECTION 1. APPLICABILITY

This policy applies only to a utility facility constructed in Encasement Protected ROW after January 25, 2012.

SECTION 2. DEFINITIONS

In this policy:

“CTRMA” means the Central Texas Regional Mobility Authority.

“Board” means the board of directors of the Central Texas Regional Mobility Authority.

“Utility Facility” means: (a) a water, wastewater, natural gas, or petroleum pipeline or associated equipment; (b) an electric transmission or distribution line or associated equipment; or (c) telecommunications information services, or cable television infrastructure or associated equipment, including fiber optic cable, conduit, and wireless communications facilities, used to provide a utility service.

“CTRMA Encasement” means an encasement installed under a roadway within CTRMA right-of-way and owned by CTRMA.

“Encasement Protected ROW” means CTRMA right-of-way for 183A between its intersections with RM 2243 and Hero Way.

SECTION 3. UTILITY FACILITY IN ENCASEMENT PROTECTED ROW.

(a) A Utility Facility installed in Encasement Protected ROW shall be installed only within a CTRMA Encasement.

(b) This section does not apply to a Utility Facility that CTRMA determines cannot reasonably be installed within a CTRMA Encasement because the CTRMA Encasement has insufficient capacity to contain the proposed Utility Facility.

SECTION 4. AGREEMENT TO INSTALL A UTILITY FACILITY IN A CTRMA ENCASEMENT

(a) A Utility Facility may not be installed in a CTRMA Encasement unless the owner of the Utility Facility executes an agreement with CTRMA.

(b) An agreement under this section must:

ATTACHMENT "A" TO RESOLUTION 12-007

- (1) include such terms and conditions as are reasonably necessary to protect the interests of CTRMA and its customers, as may be recommended by the Executive Director and approved by the Board;
 - (2) include payment terms that fully reimburse CTRMA for its actual costs incurred to design, construct, and maintain the CTRMA Encasement; and
 - (3) be competitively neutral and nondiscriminatory among similarly situated users of the Encasement Protected ROW.
- (c) A requirement of this section that directly conflicts with another law relating to use of CTRMA right-of-way for a Utility Facility shall be subject to the provisions of the other law to the extent of such conflict.

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

RESOLUTION NO. 12-008

**APPROVING AN ASSIGNMENT OF THE PROFESSIONAL SERVICES AGREEMENT
FOR LEGAL SERVICES AS CTRMA'S BOND COUNSEL FROM VINSON & ELKINS
LLP TO BRACEWELL & GIULIANI LLP.**

WHEREAS, Vinson & Elkins LLP ("V&E") has served as bound counsel for CTRMA since 2004, pursuant to Resolution No. 03-66, adopted December 17, 2003, and CTRMA's engagement letter with V&E dated April 20, 2004 (the "Bond Counsel Contract"); and

WHEREAS, the attorneys at V&E that provide bond counsel services to CTRMA have joined the law firm of Bracewell & Giuliani, LLP ("Bracewell"), effective January 17, 2012, and V&E no longer provides public finance legal services; and

WHEREAS, subject to agreement by CTRMA to the assignment, V&E has agreed to assign the Bond Counsel Contract to Bracewell, and Bracewell has agreed to accept the assignment; and

WHEREAS, the Executive Director recommends approval of the proposed assignment attached to this resolution as Attachment A.

NOW THEREFORE, BE IT RESOLVED that the proposed assignment attached to this resolution as Attachment A is approved; and

BE IT FURTHER RESOLVED that the proposed assignment in the form or substantially the same form as Attachment "A" may be executed by the Executive Director on behalf of CTRMA.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of January, 2012.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 12-008
Date Passed: 1/25/12

ATTACHMENT "A" TO RESOLUTION 12-008
ASSIGNMENT OF PROFESSIONAL SERVICES AGREEMENT

[on the following 13 pages]

ASSIGNMENT OF PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

RECITALS

WHEREAS, on April 20, 2004, the Central Texas Regional Mobility Authority (“CTRMA”) and Vinson & Elkins, L.L.P. (“V&E”) entered into a legal services agreement under which V&E provides legal services to CTRMA as bond counsel in connection with the issuance by the CTRMA of revenue bonds, notes and other obligations for the purpose of financing the construction, operation and maintenance of transportation projects in Central Texas (the “Contract,” a copy of which is attached to this Assignment as Exhibit “A”); and

WHEREAS, the attorneys and associated staff at V&E who have provided the legal services to CTRMA under the Contract are all departing V&E and joining the law firm of Bracewell & Giuliani LLP (“Bracewell”); and

WHEREAS, the parties to this Assignment desire to assign all rights and obligations under the Contract to Bracewell.

NOW, THEREFORE, the parties agree to the following:

V&E, effective January 17th, 2012, in consideration of the acceptance of all obligations thereunder that accrue and other good and valuable consideration, by this instrument assigns all of its rights, and all of the duties and obligations under the Contract to Bracewell.

Bracewell accepts the assignment of the rights, and all of the duties and obligations under the Contract and does, in consideration of CTRMA’s consent to the Assignment, assume, agree to perform and be bound by the covenants, obligations and agreements contained in the Contract.

CTRMA consents to the assignment of rights, and of all duties and obligations under the Contract, as described above, and requests that V&E transfer all CTRMA files, documents, and related materials, in hardcopy and digital format, as applicable, to Bracewell as soon as practicable.

Vinson & Elkins L.L.P.

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

Bracewell & Giuliani LLP

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

Central Texas Regional Mobility Authority

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

EXHIBIT A
Vinson & Elkins LLP Engagement Letter

April 20, 2004

Central Texas Regional Mobility Authority
Attention: Mr. Mike Heiligenstein, Executive Director
13640 Briarwick Drive, Suite 200
Austin, TX 78729

Re: Representation of the Central Texas Regional Mobility Authority

Dear Mr. Heiligenstein:

We appreciate being selected to represent the Central Texas Regional Mobility Authority (the "CTRMA"), as bond counsel in connection with its issuance of revenue bonds, notes and other obligations (collectively, the "Securities") for the purpose of financing the construction, operation and maintenance of transportation projects in Central Texas. Our experience has been that it is mutually beneficial to set forth, at the outset of our representation, the role and responsibilities of both our law firm and the client. That is the purpose of both this letter and the separate Standard Terms of Engagement for Legal Services that is enclosed with this letter.

Client

The client for this engagement is the Central Texas Regional Mobility Authority. This engagement does not create an attorney-client relationship with any related persons or entities, such as parents, subsidiaries, affiliates, employees, officers, directors, shareholders, or partners.

Scope of Engagement

As your bond counsel, we will perform, to the extent requested, the services identified in Addendum A and any additional matters that are made part of the engagement by written supplement to this letter.

We recognize that we shall be disqualified from representing any other client (i) in any matter which is substantially related to our representation of you and (ii) with respect to any matter where there is a reasonable probability that confidential information you furnished to us could be used to your disadvantage. You understand and agree that, with those exceptions, we are free to represent other clients, including clients whose interests may conflict with yours in litigation, business transactions, or other legal matters. You agree that our representing you in this matter

will not prevent or disqualify us from representing clients adverse to you in other matters and that you consent in advance to our undertaking such adverse representations.

Our Firm represents a number of lawyers and law firms in professional liability, business, tax and other matters. This means that we may have represented, may currently represent, or in the future may represent counsel opposing your interests in a matter in which we represent you. This will not in any way affect the diligence or vigor with which we represent your interests in the matter or the matters on which you engage our Firm. If this is a concern to you, please let us know and we will check on the particular lawyers involved in your matter or matters.

Cooperation

In order to enable us to render effectively the legal services contemplated, the CTRMA agrees to use all reasonable efforts to disclose fully and accurately all known facts and keep us informed of all developments relating to this matter. We necessarily must rely on the accuracy and completeness of the facts and information you and your agents provide to us. To the extent it is necessary for your representatives to attend meetings in connection with this matter, we will attempt to schedule them so that the convenience of those representatives can be served.

Fees

Our fees for services rendered under this Agreement will be based upon (i) hourly time charges, with the hourly rate being determined by the tenure and specialized knowledge of the lawyers providing the service, (ii) certain opinion fees, and (iii) certain document preparation fees. The fees to be paid to us for services performed on an hourly basis will be based upon our standard hourly rates, subject to an hourly rate cap of \$395.00 per hour (with such cap being subject to an annual adjustment of \$10 per hour on January 1 each of the next five calendar years, beginning January 1, 2005; thereafter the cap will be adjusted with your agreement to reflect average annual increases in the standard hourly rates of our partners).

Further, upon the delivery of Securities or the closing of a commercial paper transaction or other transaction in which Securities are not delivered upon the closing, the following opinion fees will be due:

Bond Opinion Fee	An opinion fee of \$0.40 per \$1,000 in Principal Amount of Securities
Securities Opinion Fee (if applicable)	\$10,000

In the event the CTRMA requests us to have primary document production responsibility in connection with the preparation of the official statement relating to a long term bond issue, the CTRMA agrees that there will also be a \$10,000 document preparation fee, which covers maintaining the document on our word processing system and delivering a camera ready copy to the printer. Notwithstanding the foregoing, in the event that we undertake such responsibility with respect to a commercial paper memorandum, the document preparation fee will be \$5,000.

Other Charges

In addition to our fees, there will be other charges for items incident to the performance of our legal services, such as photocopying, messengers, travel expenses, long-distance telephone calls, facsimile transmissions, postage, specialized computer applications such as computerized legal research, and filing fees. The basis upon which we establish these other charges is set forth in the Standard Terms of Engagement For Legal Services attached hereto as Addendum B.

Investment Disclosures

Many of the Firm's lawyers, directly or beneficially, own interests in corporations and other entities or in real property. Although our computerized system used for checking conflicts of interest tracks all investments made in the name of the Firm, it does not contain data as to investments made individually by each of the Firm's lawyers. If you are at all concerned about these individual investments, we will be pleased to canvass our lawyers about their individual investments in any entity or entities about which you may be concerned.

Withdrawal or Termination

Our relationship is based upon mutual consent and you may terminate our representation at any time, with or without cause, by notifying us. Your termination of our services will not affect your responsibility for payment of authorized fees for legal services rendered and of other charges incurred before termination and in connection with an orderly transition of the matter.

We are subject to the rules of professional conduct for the jurisdictions in which we practice, which list several types of conduct or circumstances that require or allow us to withdraw from representing a client, including for example, nonpayment of fees or costs, misrepresentation or failure to disclose material facts, fundamental disagreements, and conflict of interest with another client. We try to identify in advance and discuss with our client any situation which may lead to our withdrawal, and if withdrawal ever becomes necessary, we give the client written notice of our withdrawal. If we elect to withdraw for any reason, you will take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and other charges accrued on your behalf to the date of withdrawal.

If the foregoing, including the items set forth in the enclosed Standard Terms of Engagement for Legal Services, correctly reflects your understanding of the terms and conditions of our representation, please so indicate by executing the enclosed copy of this letter in the space provided below and return it to the undersigned.

Central Texas Regional Mobility Authority
April 20, 2004
Page 4

Please contact the undersigned if you have any questions. We are pleased to have this opportunity to be of service and to work with you.

Very truly yours,

VINSON & ELKINS L.L.P.

By: W. Glenn Opel
W. Glenn Opel

AGREED TO AND ACCEPTED:

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

By: Mike Heiligenstein
Mike Heiligenstein, Executive Director

WGO:dkd
Enclosure

ADDENDUM A

(A) SCOPE OF SERVICES

We are being engaged to provide bond counsel services in connection with bonds, notes and other obligations to be issued by the CTRMA (collectively, the "Securities"). Our services will include those necessary for us to render an opinion (the "Bond Opinion") to the effect that the Securities have been authorized, issued, and delivered in accordance with the Constitution and laws of the State of Texas (the "State"), constitute valid and legally binding special obligations of the CTRMA, and that, assuming that the Securities are issued on such basis, the interest on the Securities is excludable from gross income for federal income tax purposes under existing statutes, regulations, published rulings and court decisions.

We will prepare and direct the legal proceedings and perform the other necessary legal services with reference to the authorization, issuance, and delivery of such Securities, including the duties set forth in this Addendum A.

The Bond Opinion will be based on facts and law existing as of its date. In rendering the Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the CTRMA with applicable laws relating to the Securities.

Specifically, to the extent requested, our services shall include the following:

- (1) Subject to the completion of proceedings to our satisfaction, render the Bond Opinion regarding the validity and binding effect of the Securities and, if the Securities are issued on such basis, the excludability of interest on the Securities from gross income for federal income tax purposes.
- (2) Review legal issues relating to the structure of the Securities and prepare and review the documents necessary or appropriate to the authorization, issuance and delivery of the Securities. We will also coordinate the authorization and execution of such documents.
- (3) Assist the CTRMA in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Securities. We will also assist the CTRMA in reviewing and commenting upon agreements with the Texas Department of Transportation, the Federal Highway Administration and local political subdivisions relating to the financing of the projects.
- (4) Review and, where appropriate and requested, draft enabling legislation.
- (5) Review privatization proposals relating to the financing of proposed transportation projects to the extent requested. Review and assist the CTRMA in the solicitation of proposals for comprehensive development agreements and, to the extent requested, participate in the negotiation of such agreements.

- (6) With reference to the authorization and issuance of the Securities, attend meetings of the Board of Directors to the extent required or requested. We will also meet with and review reports prepared by, the CTRMA's Financial Advisors, Traffic Engineers, Consulting Engineers and other employees and consultants.
- (7) Assist the CTRMA in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Securities.
- (8) Attend information meetings with prospective Securities purchasers and meetings with bond rating agencies to the extent required or requested.
- (9) Submit the transcript of legal proceedings pertaining to the authorization and issuance of the Securities to the Attorney General of Texas for his approval.
- (10) Supervise the printing, Attorney General's approval, and Comptroller of Public Accounts' registration of the Securities, and the delivery thereof to the purchaser.
- (11) Assist the CTRMA in the establishment of securities disclosure controls and procedures to facilitate compliance with federal securities laws, rules and regulations and to mitigate potential securities liability.
- (12) Assist in the preparation of the official statement or other disclosure documents of the CTRMA, including reviewing the contents of such documents with appropriate staff and other officials, reviewing the minutes of the meetings of the CTRMA's Board of Directors, reviewing all proceedings for consistency with outstanding bond provisions and CTRMA policies and comparing such proceedings to the descriptions contained in the offering documents. Subject to the completion of the proceedings to our satisfaction, render an opinion to the CTRMA to the effect that, based upon our investigation, as outlined in the opinion, and the information furnished by representatives of the CTRMA, and with the standard caveats and limitations, no facts have come to our attention which would cause us to believe that the offering documents contained any untrue statement or omitted to state a material fact required to be stated therein or necessary to make the statement therein, in the light of the circumstances under which they were made, not misleading. This opinion will be delivered only to the CTRMA and may not be relied upon by any other person.
- (13) Advise the CTRMA with respect to the CTRMA's compliance with its undertakings under 15c2-12 promulgated by the Securities and Exchange Commission (the "Rule").
- (14) Assist the CTRMA in the preparation of the annual filing required by the Rule.
- (15) Consult with and advise the CTRMA with respect to any event disclosure filings under the Rule.
- (16) Advise the CTRMA with respect to other matters relating to the CTRMA's compliance with the Texas and Federal securities laws which may arise.
- (17) Such other services as may be specifically requested from time to time.

ADDENDUM B

VINSON & ELKINS L.L.P.

Standard Terms of Engagement for Legal Services

This statement sets forth certain standard terms of our engagement as your lawyers and is intended as a supplement to the engagement letter that we have with you as our client. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you as reflected in the engagement letter. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions. We suggest that you retain this statement in your file with the engagement letter.

The Scope of Our Work

You should have a clear understanding of the legal services we will provide. Any questions that you have should be dealt with promptly.

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

It is our policy that the person or entity that we represent is the person or entity that is identified in our engagement letter, and absent an express agreement to the contrary does not include any affiliates of such person or entity (i.e., if you are a corporation or partnership, any parents, subsidiaries, employees, officers, directors, shareholders or partners of the corporation or partnership, or commonly owned corporations or partnerships; or, if you are a trade association, any members of the trade association). If you believe this engagement includes additional entities or persons as our clients you should inform us immediately.

It is also our policy that the attorney-client relationship will be considered terminated upon our completion of any services that you have retained us to perform. If you later retain us to perform further or additional services, our attorney-client relationship will be revived subject to the terms of engagement that we agree on at that time.

This engagement shall be subject to the Texas Disciplinary Rules of Professional Conduct.

Who Will Provide the Legal Services

Customarily, each client of the firm is served by a principal attorney contact. The principal attorney should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal attorney at any time. Subject to the supervisory role of the principal attorney, your work or parts of it may be performed by other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the

most efficient and timely basis. Whenever practicable, we will advise you of the names of those attorneys and legal assistants who work on your matters.

How Our Fees Will Be Set

Generally, our fees are based on the time spent by the lawyers and paralegal personnel who work on the matter. We will charge for all time spent in representing your interests, including, by way of illustration, telephone and office conferences with you and your representatives, consultants (if any), opposing counsel, and others; conferences among our legal and paralegal personnel; factual investigation; legal research; responding to your requests for us to provide information to your auditors in connection with reviews or audits of financial statements; drafting letters and other documents; and travel. We will keep accurate records of the time we devote to your work in units of quarters of an hour.

The hourly rates of our lawyers and legal assistants are reviewed and adjusted annually on a Firm-wide basis to reflect current levels of legal experience, changes in overhead costs, and other factors.

Although we may from time to time, at the client's request, furnish estimates of legal fees and other charges that we anticipate will be incurred, these estimates are by their nature inexact (due to unforeseeable circumstances) and, therefore, the actual fees and charges ultimately billed may vary from such estimates.

With your advance agreement, the fees ultimately charged may be based upon a number of factors, such as:

- The time and effort required, the novelty and complexity of the issues presented, and the skill required to perform the legal services promptly;
- The fees customarily charged in the community for similar services and the value of the services to you;
- The amount of money or value of property involved and the results obtained;
- The time constraints imposed by you as our client and other circumstances, such as an emergency closing, the need for injunctive relief from court, or substantial disruption of other office business;
- The nature and longevity of our professional relationship with you;
- The experience, reputation and expertise of the lawyers performing the services;
- The extent to which office procedures and systems have produced a high-quality product efficiently.

For certain well-defined services (for example, a simple business incorporation), we will (if requested) quote a flat fee. It is our policy not to accept representation on a flat-fee basis except in such defined-service areas or pursuant to a special arrangement tailored to the needs of a

particular client. In all such situations, the flat fee arrangement will be expressed in a letter, setting forth both the amount of the fee and the scope of the services to be provided.

We also will, in appropriate circumstances, provide legal services on a contingent fee basis. Any contingent fee representation must be the subject of a separate and specific engagement letter.

Additional Charges

In addition to our fees, there will be other charges for items incident to the performance of our legal services, such as photocopying, messengers, travel expenses, long-distance telephone calls, facsimile transmissions, postage, overtime for secretaries and other non-legal staff, specialized computer applications such as computerized legal research, and filing fees. The current basis for these charges is set forth below. The Firm will review this schedule of charges on an annual basis and adjust them to take into account changes in the Firm's costs and other factors.

Duplicating

The Firm charges \$.15 per page.

Courier Services

The Firm charges an amount which generally represents cost including the distribution service provided by the Firm. Depending on the volume of work performed by a service provider, the Firm may receive a volume discount during a particular accounting period for which no adjustment is made on an individual client's bill.

Computer Aided Legal Research (CALR)

Third party providers of CALR services charge the Firm amounts each month based on the type, extent, and duration of the services provided. The Firm charges clients for client research only based on the computed cost to the Firm for the use of the services. This cost is monitored and revised periodically to achieve an average "at cost" rate for clients.

Telefax

The Firm charges \$1.00 per page for outgoing telefaxes, which includes all telephone costs.

Telephone

The Firm does not charge for local calls. Due to the Firm-wide volume of long distance calls and multitude of rates for the various area codes and exchanges (over 65,000), the Firm does not bill each individual call based on the statements received from providers, but rather charges a flat rate of \$.41 per minute for each long distance call made within the United States. This rate (\$.41) is an approximation of third party provider charges and internal costs associated with this service. International calls are charged based on the rate in effect for the country being called.

Travel-Related Expenses

Airfare, meals, and related travel expenses charged to the client represent actual,

out-of-pocket cost. Depending on the volume of both Firm and personal travel, the Firm may receive beneficial services, including airline tickets from its travel agent for which no adjustment is made on an individual client's account. In addition, credits earned under the Frequent Flyer Programs accrue to the individual traveler and not to the Firm.

All Other Costs

The Firm charges actual disbursements for third-party services like court reporters, expert witnesses, etc., and may recoup expenses reasonably incurred in connection with services performed in-house, such as mail services, secretarial overtime, file retrieval, etc.

Unless special arrangements are otherwise made, fees and expenses of others (such as experts, investigators, consultants and court reporters) will be the responsibility of, and billed directly to, the client. Further, all invoices in excess of \$500 will be forwarded to the client for direct payment.

Billing Arrangements and Terms

Our billing rates are based on the assumption of prompt payment. Consequently, unless other arrangements are made, fees for services and other charges will be billed monthly and are payable within thirty days of receipt.

Advances

Clients of the firm are sometimes asked to deposit funds as an advance payment with the firm. The advance payment will be applied first to payment of charges for such items as photocopying, messengers, travel, etc., as more fully described below, and then to fees for services. The advance will be deposited in our client advance account and we will charge such other charges and our fees against the advance and credit them on our billing statements. In the event such other charges and our fees for services exceed the advance deposited with us, we will bill you for the excess monthly or may request additional advances. Any unused portion of amounts advanced will be refundable at the conclusion of our representation.

Client Documents

We will maintain any documents you furnish to us in our client file (or files) for this matter. At the conclusion of the matter (or earlier, if appropriate), it is your obligation to advise us as to which, if any, of the documents in our files you wish us to turn over to you. These documents will be delivered to you within a reasonable time after receipt of payment for outstanding fees and costs. We will retain any remaining documents in our files for a certain period of time and ultimately destroy them in accordance with our record retention program schedule then in effect.

CURRENT BILLING RATES
April 21, 2004

<u>NAME</u>	<u>POSITION</u>	<u>CURRENT BILLING RATE</u>
Jerry Turner	Public Finance Partner Section Head Austin Overall Responsibility for Public Finance	\$525
Steve Gerdes	Tax Partner Houston	\$545
Paul Maco	Securities Law Partner Washington D.C. Disclosure Matters	\$500
Glenn Opel	Public Finance Partner Austin Primary Client Contact	\$425
Debbie Ramirez	Public Finance Associate Austin	\$280
Tim Deithloff	Public Finance Associate Austin	\$250
Josh Holleman	Public Finance Associate Austin	\$200
Julie Williams	Tax Legal Assistant Houston	\$190
Nicole Counts	Public Finance Legal Assistant	\$165

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

RESOLUTION NO. 12-009

**APPROVING AN UPDATE TO THE LIST OF AUTHORIZED INVESTMENT BROKER
DEALERS INCLUDED AS A PART OF THE CTRMA INVESTMENT POLICY.**

WHEREAS, Resolution 11-129, adopted by the Board of Directors on September 28, 2011, is the most recently adopted approval of the CTRMA Investment Policy; and

WHEREAS, a list of Authorized Investment Broker Dealers is included as page 14 of the approved CTRMA Investment Policy; and

WHEREAS, the Executive Director, Chief Financial Officer, and Controller recommend that the Board update the list of Authorized Investment Broker Dealers to include the firms shown on the list of Authorized Investment Broker Dealers attached to the resolution as Attachment A.

NOW THEREFORE, BE IT RESOLVED that the proposed list of Authorized Investment Broker Dealers attached to this resolution as Attachment A is approved; and

BE IT FURTHER RESOLVED that the Central Texas Regional Mobility Authority Investment Policy adopted by Resolution 11-129 is hereby amended to delete the list of Authorized Investment Broker Dealers included as page 14 of the Investment Policy attached to that resolution, and to substitute the list of Authorized Investment Broker Dealers approved by this resolution.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of January, 2012.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 12-009
Date Passed: 1/25/12

ATTACHMENT "A" TO RESOLUTION 12-009

LIST OF APPROVED INVESTMENT BROKER DEALERS

[on the following 1 page]

Authorized Investment Broker Dealers

Coastal Securities
206 Wild Basin Road
Suite 109
Austin, Texas 78746

JPMorgan Chase Securities, Inc.
1717 Main Street
Lower Level 1
Dallas, TX 75201

Sterne, Agee & Leach
Institutional Group
6408 Bannington Drive
Charlotte, NC 28226

Gilford Securities Incorporated
777 Third Avenue
New York, NY 10017

First Allied Securities, Inc.
Advanced Equities Plaza
655 West Broadway, 12th Floor
San Diego, CA 92101

First Empire Securities
100 Motor Parkway, 2nd Floor
Hauppauge, NY 11788

First Southwest Company
325 North Saint Paul, 8th Floor
Dallas, TX 75201

BB&T Capital Markets
2 South 9th Street
Richmond, VA 23219

Bank of America Securities
One Bryant Park, 4th Floor
New York, NY 10036

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

RESOLUTION NO. 12-010

**APPROVING AMENDMENTS TO THE GOVERNING DOCUMENTS FOR
THE VOLUNTARY CTRMA RETIREMENT CONTRIBUTIONS PLAN.**

WHEREAS, by Resolution No. 06-11, adopted January 31, 2006, the Board of Directors created and approved the Central Texas Regional Mobility Authority Governmental Plan as a retirement plan for CTRMA employees under section 401(a) of the Internal Revenue Code (the "Plan"); and

WHEREAS, federal law and regulations require the Plan to comply with applicable changes in the law over time; and

WHEREAS, Nationwide Retirement Solutions has provided CTRMA with a proposed amendment to the Plan referred to as the "Nationwide Governmental Volume Submitter Basic Plan Document" (the "Amended Plan") to ensure compliance with applicable federal laws; and

WHEREAS, Nationwide Retirement Solutions has also provided a revised document titled the "Central Texas Regional Mobility Authority Governmental Plan Summary of Plan Provisions" (the "Summary of Plan") that explains the Plan, as amended; and

WHEREAS, the Executive Director recommends approval of the proposed Amended Plan and Summary of Plan provided by Nationwide Retirement Solutions.

NOW THEREFORE, BE IT RESOLVED that the proposed Amended Plan and Summary of Plan presented to the Board at its January 25, 2012 meeting is hereby approved and adopted effective retroactive to January 1, 2011; and

BE IT FURTHER RESOLVED, that the Executive Director and other authorized representatives of CTRMA are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Amended Plan.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of January, 2012.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 12-010
Date Passed: 1/25/12

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

RESOLUTION NO. 12-011

ACCEPT MONTHLY FINANCIAL REPORT

WHEREAS, the Central Texas Regional Mobility Authority ("CTRMA") 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 CTRMA expenditures for goods and services, including those related to project development, as well as close scrutiny of CTRMA's financial condition and records is the responsibility of the Board of Directors and its designees through procedures the Board may implement from time to time; and

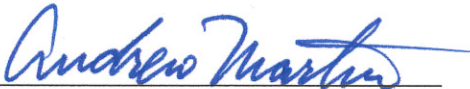
WHEREAS, the Board of Directors has adopted policies and procedures intended to provide strong fiscal oversight and which authorize the Executive Director, working with the CTRMA's Chief Financial Officer, to review invoices, approve disbursements, and prepare and maintain accurate financial records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

WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements necessary for the months of November and December, 2011, and has caused Financial Reports to be prepared which are attached to this resolution as Attachment "A."

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the Financial Reports for November and December, 2011, attached as Attachment "A" to this resolution.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of January, 2012.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 12-011
Date Passed: 1/25/2012

Exhibit A

Financial Reports for November and December, 2011

Central Texas Regional Mobility Authority

Balance Sheet

As of	November 30, 2011		November 30, 2010
Assets			
Current Assets			
Cash in Regions Operating Account	119,290		44,789
Cash In TexSTAR	6,815		46,745
Regions Payroll Account	115,245		2,462
Restricted cash/cash equivalents			
Fidelity Government MMA	18,633,990		12,039,639
Restricted Cash-TexStar	66,505,327		81,425,105
Regions SIB account	0		15,693,189
Overpayment accounts	23,636		12,501
Total Cash and Cash Equivalents	85,285,013		109,264,431
Accounts Receivable	31,862		90,433
Due From TTA	413,977		620,821
Due From NTTA	37,811		36,908
Due From HCTRA	115,047		58,613
Due From TxDOT	889,390		6,350,459
Due From Federal Government	772,443		955,064
Interest Receivable	566,188		94,843
Total Receivables	2,826,717		8,207,142
Short Term Investments			
Treasuries	4,549,017		
Certificates of Deposit	0		3,100,000
Investment in Government Agencies	12,148,972.6		10,406,457
Other Current Assets			
Prepaid Expenses	1,655		
Prepaid Insurance	47,403		79,217
Total Current Assets	104,978,067		131,057,247
Construction Work In Process			
	265,819,070		107,287,219
Fixed Assets			
Computers(net)	27,988		39,204
Computer Software(net)	777,712		1,983,226
Furniture and Fixtures(net)	16,039		24,050
Equipment(net)	50,595		53,973
Autos and Trucks(net)	25,294		2,294
Buildings and Toll Facilities(net)	6,270,565		6,447,123
Highways and Bridges(net)	175,649,852		180,617,059
Communication Equipment(net)	1,062,755		1,242,060
Toll Equipment(net)	2,352,945		2,814,727
Signs(net)	5,033,564		5,166,833
Land Improvements(net)	1,150,936		925,228
Right of Way	24,683,553		23,683,553
Leasehold Improvements	63,409		62,969
Total Fixed Assets	217,165,207		223,062,300
Long Term Investments			
GIC (Restricted)	224,857,200		84,475,953
Agencies-LT	44,308,040		0
Other Assets			
Security Deposits	8,644		9,483
Intangible Assets	650		650
Total Bond Issuance Costs	15,835,778		10,839,975
Total Assets	872,972,657		556,732,827

Liabilities

Current Liabilities

Accounts Payable	49,962	513,067
Overpayments	24,364	12,936
Interest Payable	17,151,972	7,892,657
TCDRS Payable	29,716	25,390
Due to other Entities	19,669	0
Due to State of Texas	2,181	605
Total Current Liabilities	17,277,864	8,444,655

Long Term Liabilities

Accrued Vac & Sick Leave Paybl	413,815	365,641
Retainage Payable	1,655	115,808
Senior Lien Revenue Bonds 2005	172,698,781	172,244,198
Senior Lien Revenue Bonds 2010	99,677,625	96,819,343
Senior Lien Revenue Bonds 2011	306,194,591	0
Sn Lien Rev Bnd Prem/Disc 2005	4,719,763	4,888,835
Sn Lien Rev Bnd Prem/Disc 2010	189,296	222,976
Tot Sr Lien Rev Bond Pay Pre/D	2,750,262	5,111,811
Subordinated Lien Bond 2010	45,000,000	45,000,000
Subordinated Lien Bond 2011	70,000,000	0
Sub Lien Bond 2011 Prem/Disc	(2,131,975)	
TIFIA note 2008	77,626,562	75,558,281
2010 Regions BAB's Payable	0	59,820,000
2009 State Infrastructure loan	0	32,548,269
Total Long Term Liabilities	772,231,316	487,583,350
Total Liabilities	789,509,180	496,028,005

Net Assets Section

Contributed Capital	18,334,846	18,334,846
Net Assets beginning	61,930,780	37,183,660
Current Year Operations	3,197,851	5,186,316
Total Net Assets	65,128,631	42,369,977

Total Liabilities and Net Assets

872,972,657

556,732,827

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2012	Actual Year to Date 11/30/11	Percent of Budget	Actual Prior Year to Date 11/30/10
Revenue				
Operating Revenue				
Toll Revenue-TxTag-183A	21,395,350	6,491,803	30.34%	6,571,594
Toll Revenue-HCTRA-183A	656,250	292,631	44.59%	278,320
Toll Revenue-NTTA-183A	411,600	184,068	44.72%	166,265
Video Tolls	3,004,800	1,374,654	45.75%	1,290,569
Fee revenue	1,252,000	496,064	39.62%	508,512
Total Operating Revenue	26,720,000	8,839,220	33.08%	8,815,259
Other Revenue				
Interest Income	180,000	88,157	48.98%	112,546
Grant Revenue	800,000	4,762,455	595.31%	7,744,271
Misc Revenue	2,200	916,497	41659%	917
Gain/Loss on Sale of Asset	-	12,342		-
Total Other Revenue	982,200	5,779,452	588.42%	7,857,734
Total Revenue	\$ 27,702,200	\$ 14,618,671	52.77%	\$ 16,672,993
Expenses				
Salaries and Wages				
Salary Expense-Regular	2,010,301	669,479	33.30%	625,586
Part Time Salry Expense	12,000	7,858	65.49%	5,934
Overtime Salary Expense	4,000	-	0.00%	-
Contractual Employees Expense	105,000	7,650	7.29%	28,500
TCDRS	304,235	94,815	31.17%	89,602
FICA	97,856	23,982	24.51%	22,285
FICA MED	30,715	9,575	31.17%	8,780
Health Insurance Expense	204,527	78,200	38.23%	41,040
Life Insurance Expense	5,374	1,786	33.23%	2,251
Auto Allowance Expense	9,000	3,612	40.13%	3,698
Other Benefits	171,305	33,890	19.78%	24,425
Unemployment Taxes	13,059	99	0.75%	-
Salary Reserve	91,871	-	0.00%	-
Total Salaries and Wages	3,059,243	930,946	30.43%	852,101

Contractual Services

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2012	Actual Year to Date 11/30/11	Percent of Budget	Actual Prior Year to Date 11/30/10
<u>Professional Services</u>				
Accounting	9,500	11,753	123.71%	3,605
Auditing	55,000	43,046	78.27%	42,650
General Engineering Consultant	1,250,000	202,512	16.20%	267,600
General System Consultant	175,000	26,284	15.02%	3,010
Image Processing	600,000	370,148	61.69%	302,396
Facility maintenance	20,000	4,885	24.43%	27,724
HERO	820,000	189,306	23.09%	379,164
Human Resources	80,000	3,153	3.94%	13,292
Legal	250,000	48,038	19.22%	28,648
Photography	15,000	11,850	79.00%	9,000
Communications and Marketing	-	22,935		-
Total Professional Services	3,274,500	933,910	28.52%	1,077,088
<u>Other Contractual Services</u>				
IT Services	45,000	21,497	47.77%	16,914
Graphic Design Services	10,000	400	4.00%	803
Website Maintenance	25,000	2,416	9.66%	13,051
Research Services	25,000	3,100	12.40%	26,089
Copy Machine	9,000	2,209	24.54%	3,912
Software Licenses	26,000	805	3.09%	7,387
ETC Maintenance Contract	840,000	208,188	24.78%	294,719
ETC Development	125,000	-	0.00%	5,242
ETC Testing	30,000	16,620	55.40%	-
Communications and Marketing	170,000	-	0.00%	59,856
Advertising Expense	40,000	1,281	3.20%	14,447
Direct Mail	5,000	-	0.00%	-
Video Production	5,000	1,946	38.91%	-
Radio	15,000	-	0.00%	-
Other Public Relations	2,500	-	0.00%	-
Law Enforcement	250,000	59,838	23.94%	36,672
Special assignments	5,000	-	0.00%	-
Traffic Management	84,000	27,527	32.77%	19,329
Emergency Maintenance	10,000	-	0.00%	-
Security Contracts	600	-	0.00%	-
Roadway Maintenance Contract	300,000	48,396	16.13%	38,420
Landscape Maintenance	280,000	62,040	22.16%	54,426

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2012	Actual Year to Date 11/30/11	Percent of Budget	Actual Prior Year to Date 11/30/10
Signal & Illumination Maint	175,000	32,069	18.33%	72,534
Mowing and litter control	40,000	34,802	87.01%	49,051
Hazardous Material Cleanup	10,000	-	0.00%	-
Striping	75,000	19,600	26.13%	-
Graffiti removal	10,000	-	0.00%	1,900
Cell Phones	10,700	3,059	28.58%	3,094
Local Telephone Service	16,000	5,286	33.04%	3,328
Long Distance	600	-	0.00%	96
Internet	6,000	349	5.82%	996
Fiber Optic System	63,000	23,220	36.86%	15,331
Other Communication Expenses	1,500	273	18.22%	925
Subscriptions	1,850	120	6.48%	-
Memberships	29,100	5,520	18.97%	5,390
Continuing Education	2,000	962	48.11%	150
Professional Development	5,000	3,020	60.40%	-
Seminars and Conferences	32,500	2,755	8.48%	7,075
Staff-Travel	76,500	22,244	29.08%	19,212
Other Contractual Svcs	125,200	177	0.14%	-
TxTag Collection Fees	1,347,791	454,035	33.69%	458,552
Contractual Contingencies	140,500	3,309	2.36%	1,039
Total Other Contractual Services	4,470,341	1,067,062	23.87%	1,229,941
Total Contractual Services	7,744,841	2,000,971	25.84%	2,307,029

Materials and Supplies

Books & Publications	16,000	2,216	13.85%	3,751
Office Supplies	10,000	2,075	20.75%	2,465
Computer Supplies	13,000	5,965	45.89%	1,258
Copy Supplies	2,200	18	0.81%	506
Annual Report printing	10,000	-	0.00%	-
Other Reports-Printing	20,000	-	0.00%	381
Direct Mail Printing	5,000	-	0.00%	-
Office Supplies-Printed	3,000	349	11.63%	900
Ice Control Materials	25,000	-	0.00%	-
Maintenance Supplies-Roadway	100,000	-	0.00%	-
Promotional Items	10,000	-	0.00%	2,163
Displays	5,000	-	0.00%	-

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2012	Actual Year to Date 11/30/11	Percent of Budget	Actual Prior Year to Date 11/30/10
ETC spare parts expense	30,000	-	0.00%	-
Tools & Equipment Expense	1,000	31	3.10%	14
Misc Materials & Supplies	2,000	279	13.96%	6
Total Materials and Supplies	252,200	10,932	4.33%	11,444
Operating Expenses				
Gasoline Expense	5,000	1,785	35.70%	1,135
Mileage Reimbursement	7,500	1,438	19.18%	1,262
Toll Tag Expense	4,100	1,156	28.20%	907
Parking	38,595	17,019	44.10%	15,978
Meeting Facilities	450	-	0.00%	100
Community Meeting/ Events	5,000	-	0.00%	500
Meeting Expense	6,750	1,610	23.85%	761
Public Notices	2,400	-	0.00%	-
Postage Expense	5,950	26	0.43%	282
Overnight Delivery Services	1,600	166	10.39%	33
Local Delivery Services	1,950	6	0.29%	537
Insurance Expense	90,000	33,708	37.45%	46,782
Repair & Maintenance-General	500	-	0.00%	-
Repair & Maintenance-Vehicles	100	358	358.28%	408
Repair & Maintenance Toll Equip	5,000	-	0.00%	-
Rent Expense	190,000	84,541	44.50%	78,305
Water	7,500	4,079	54.38%	1,567
Electricity	83,500	25,130	30.10%	22,284
Other Licenses	250	275	110.00%	235
Community Initiative Grants	65,000	20,000	30.77%	50,750
Non Cash Operating Expenses				
Amortization Expense	1,230,000	512,340	41.65%	512,340
Dep Exp- Furniture & Fixtures	16,500	3,806	23.07%	7,803
Dep Expense - Equipment	14,500	5,991	41.32%	5,991
Dep Expense - Autos & Trucks	5,000	2,299	45.99%	1,639
Dep Expense-Buildng & Toll Fac	177,000	73,566	41.56%	73,566
Dep Expense-Highways & Bridges	5,000,000	2,069,670	41.39%	2,069,670
Dep Expense-Communic Equip	195,000	79,521	40.78%	81,853
Dep Expense-Toll Equipment	465,000	192,409	41.38%	192,409
Dep Expense - Signs	135,000	55,528	41.13%	55,528

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2012	Actual Year to Date 11/30/11	Percent of Budget	Actual Prior Year to Date 11/30/10
Dep Expense-Land Improvemts	52,000	27,418	52.73%	21,493
Depreciation Expense-Computers	6,500	4,104	63.14%	4,270
Total Operating Expenses	7,817,645	3,217,949	41.16%	3,248,388
Financing Expenses				
Arbitrage Rebate Calculation	2,500	5,455	218.20%	-
Loan Fee Expense	12,500	12,000	96.00%	11,500
Rating Agency Expense	33,000	5,300	16.06%	5,000
Trustee Fees	2,000	-	0.00%	-
Bank Fee Expense	7,500	13,847	184.62%	2,987
Continuing Disclosure	4,000	-	0.00%	-
Interest Expense	12,038,096	5,012,478	41.64%	4,923,890
Contingency	15,000	-	0.00%	-
Non Cash Financing Expenses				
Bond issuance expense	385,707	210,942	54.69%	123,254
Total Financing Expenses	12,500,303	5,260,021	42.08%	5,066,631
Other Gains or Losses				
Total Other Gains or Losses	-	-	0.00%	-
Total Expenses	\$ 31,374,232	\$ 11,420,820	36.40%	\$ 11,485,593
Net Income	\$ (3,672,032)	\$ 3,197,851		\$ 5,187,400

CTRMA INVESTMENT REPORT

	Month Ending 11/30/11					Rate
	Balance 10/31/11	Additions	Discount Amortization	Accrued Interest	Withdrawals	
	141.96			0.00	131.50	10.46
	1.19					1.19
	1,004,239.31			80.31		1,004,319.62
	9,138,887.63			703.64	1,974,905.11	7,164,686.16
	252,228.63	546,341.90		15.62	550,000.00	248,586.15
	659,878.72			52.77		659,931.49
	4,413,019.83			352.93		4,413,372.76
	34.96					34.96
	43,037,433.10			3,441.88		43,040,874.98
	0.15					0.15
	6,756,193.64			540.32		6,756,733.96
	710,915.34			56.85		710,972.19
	2,504,213.37			200.27		2,504,413.64
	842.30			0.07		842.37
	420.03			0.03		420.06
	126.77			0.01		126.78
	68,478,576.93	546,341.90	0.00	5,444.70	2,525,036.61	66,505,326.92
	41,811.24	550,000.00		3.66	585,000.00	6,814.90

Amount in Trustee TexStar

- 2011 Senior Lien Construction Fund
- 2010 Senior Lien Construction Fund
- 2010-1 Sub Lien Projects
- General Fund
- Trustee Operating Fund
- Renewal and Replacement
- TxDOT Grant Fund
- Revenue Fund
- Senior Lien Debt Service Reserve Fund
- 2010 Senior Lien DSF
- 2010 Senior Lien Debt Service Reserve Fund
- 2010-2Sub Lien Debt Service Reserve Fund
- 2010-1Sub Lien Debt Service Reserve Fund
- 2010 Senior Lien Capitalized Interest
- 2010-1 Sub Lien Capitalized Interest
- 2010-2 Sub Lien Capitalized Interest

Amount in TexStar Operating Fund

0.114%

CTRMA INVESTMENT REPORT

	Month Ending 11/30/11					Rate Nov 11
	Balance 10/31/11	Additions	Discount Amortization	Accrued Interest	Withdrawals	
Fidelity Money Market Fund						
Operating Fund	0.00	546,341.75		0.15	546,341.90	0.00
2010-1 Sub Lien Project Acct	19,606.98			0.20		19,607.18
2010 Senior Lien Project Acct	0.65	3,230,520.36			3,230,520.70	0.31
2011 Senior Lien Project Acct	25,700.05	3,197,088.52		0.06	3,222,788.63	0.00
Other Obligations Fund	0.09					0.09
2005 Debt Service Fund	2,632,613.70	1,837,575.33		19.64		4,470,208.67
2011 Senior Lien Debt Service Acct	2,630.94			0.02		2,630.96
Subordinate Lien TIF/ADS Fund	1,304,790.13	311,723.83		9.72		1,616,523.68
2010-2 BABs Supplemental Security	213,138.36			1.81		213,140.17
2010-2 Cap I Fund	2,817.82			0.02		2,817.84
2010 CAP Interest Senior lien	2,081.74			0.02		2,081.76
2010-1 CAP Interest	0.55					0.55
2011 Sr Cap I Fund	256,280.94			2.18		256,283.12
2011 Sub Debt CAP I	105,377.05			0.90		105,377.95
2010-1 Sub lien supplemental Security	13.66					13.66
2011 Subordinate Lien Project	0.10					0.10
TxDOT Grant Fund	0.90					0.90
Renewal and Replacement Revenue Fund	0.66					0.66
888,166.58	1,654,964.05		4.00	1,816,515.10	726,619.53	0.001%
702,828.05	2,245,687.88		7.97	2,919,770.91	28,752.99	0.001%
General Fund	2,765,309.71			23.49		2,765,333.20
2010 Senior Debt Service Reserve Fund	1,363,081.55	19,311.00		11.49		1,382,404.04
2010-1 Debt Service Reserve Fund	32,441.99	7,016.00		2,493.40		41,951.39
2010-2 Debt Service Reserve Fund	7,000,180.30			59.46		7,000,239.76
2011 Sub Debt Debt Service Reserve Fund	0.00			1.65		1.65
2005 Senior Lien Debt Service Reserve Fund	17,317,062.50	60,985,681.26	0.00	2,636.18	59,671,389.78	18,633,990.16

Fidelity Money Market Fund
 Operating Fund
 2010-1 Sub Lien Project Acct
 2010 Senior Lien Project Acct
 2011 Senior Lien Project Acct
 Other Obligations Fund
 2005 Debt Service Fund
 2011 Senior Lien Debt Service Acct
 Subordinate Lien TIF/ADS Fund
 2010-2 BABs Supplemental Security
 2010-2 Cap I Fund
 2010 CAP Interest Senior lien
 2010-1 CAP Interest
 2011 Sr Cap I Fund
 2011 Sub Debt CAP I
 2010-1 Sub lien supplemental Security
 2011 Subordinate Lien Project
 TxDOT Grant Fund
 Renewal and Replacement
 Revenue Fund
 General Fund
 2010 Senior Debt Service Reserve Fund
 2010-1 Debt Service Reserve Fund
 2010-2 Debt Service Reserve Fund
 2011 Sub Debt Debt Service Reserve Fund
 2005 Senior Lien Debt Service Reserve Fund

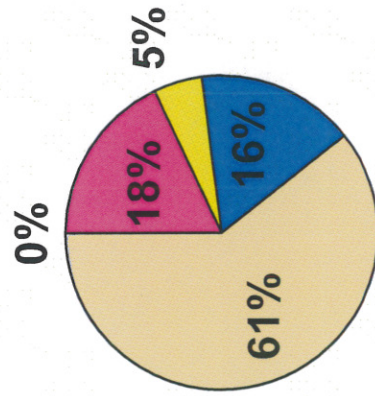
CTRMA INVESTMENT REPORT

	Month Ending 11/30/11					Rate Nov 11
	Balance 10/31/11	Additions	Discount Amortization	Accrued Interest	Withdrawals	
Amount in Bayerische Landesbank GIC						
Subordinate Lien Cap-I 2010-1	1,317,714.47			549.05		0.500%
Subordinate Lien Cap-I 2010-2	339,917.70			141.63		0.500%
Senior Lien Cap-I 2010	5,126,088.91			3,759.13		0.880%
Senior Lien Project Fund 2010	27,465,822.16			21,762.83	3,230,520.36	0.850%
Senior Lien Project Fund 2011	148,988,168.65			37,181.22	3,196,956.70	0.295%
Subordinate Lien Project Fund 2011	47,971,599.72			11,971.70		0.295%
	231,209,311.61	0.00	0.00	75,365.56	6,427,477.06	
Amount in Fed Agencies						
Amortized Principal	61,085,416.07		(79,804.17)			61,005,611.90
Accrued Interest	61,085,416.07	0.00	(79,804.17)	99,166.05	0.00	61,005,611.90
Certificates of Deposit						
Total in Pools	3,000,000.00				3,000,000.00	0.00
Total in Money Market	68,520,388.17	1,096,341.90		5,448.36		66,512,141.82
Total in Fed Agencies	17,317,062.50	60,985,681.26		2,636.18	59,671,389.78	18,633,990.16
Bayerische Landesbank GIC	61,085,416.07	0.00	(79,804.17)		0.00	61,005,611.90
	231,209,311.61	0.00		75,365.56	6,427,477.06	224,857,200.11
Total Invested	381,132,178.35	62,082,023.16	(79,804.17)	83,450.10	72,208,903.45	371,008,943.99

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

William Chapman, CFO

Allocation of Funds



- Certificates of Deposit
- Total in Money Market
- Bayerische Landesbank GIC
- Total in Pools
- Total in Fed Agencies

Amount of investments As of November 30, 2011

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND	
Federal Farm Credit	31331J2B8	1,997,836.00	1,998,918.00	2,000,080.00	1.000280%	11/22/10	2/15/13	TxDOT Grant Fund	
San Antonio Water Utilities	79642BLM3	200,000.00	200,000.00	200,158.00	1.1090%	11/23/10	5/15/12	2010-2 DSRF	
San Antonio Water Utilities	79642BLN1	190,000.00	190,000.00	191,050.70	1.4570%	11/23/10	5/15/13	2010-2 DSRF	
Federal Home loan Bank	3137EABY4	3,064,452.00	3,017,187.20	3,018,780.00	0.4005%	12/23/10	3/23/12	TxDOT Grant Fund	
Fannie Mae	31398A6F4	2,319,702.34	2,318,396.13	2,319,954.10	0.2391%	6/29/11	12/28/12	2011 Sub Debt CAP I	
Federal Home loan Bank	3137EABM0	2,473,720.78	2,441,487.28	2,444,341.95	0.3930%	6/29/11	6/28/13	2011 Sub Debt CAP I	
Federal Home loan Bank	3134A4UL6	2,326,924.30	2,334,231.74	2,323,215.96	0.6300%	6/29/11	11/15/13	2011 Sub Debt CAP I	
Treasury	912828GC8	2,181,302.50	2,140,217.08	2,139,909.72	0.0240%	6/29/11	12/31/11	2011 Sub Debt CAP I	
Treasury	912828GW4	2,367,714.38	2,322,416.72	2,321,732.43	0.0730%	6/29/11	6/30/12	2011 Sub Debt CAP I	
Federal Home loan Bank	3134A4UL6	8,794,454.76	8,826,443.35	8,799,106.68	0.7190%	6/29/11	11/15/13	2011 Sr Debt CAP I	
Federal Home loan Bank	3137EABM0	9,351,457.81	9,232,820.76	9,256,667.10	0.4830%	6/29/11	6/28/13	2011 Sr Debt CAP I	
Treasury	912828NS5	8,776,228.75	8,760,300.10	8,765,000.42	0.1880%	6/29/11	6/30/12	2011 Sr Debt CAP I	
Treasury	912828GC8	8,614,419.84	8,453,236.64	8,452,241.91	0.0550%	6/29/11	12/31/11	2011 Sr Debt CAP I	
Fannie Mae	31398A6F4	8,771,478.75	8,769,956.88	8,784,759.24	0.3331%	6/29/11	12/28/12	2011 Sr Debt CAP I	
		<u>61,429,692.21</u>	<u>61,005,611.88</u>	<u>61,016,998.21</u>					

Agency	CUSIP #	COST	Cummulative Amortization	Book Value	Maturity Value	11/30/11	Accrued Interest	Amortization	Interest Earned
Federal Farm Credit	31331J2B8	1,997,836.00	1,082.00	1,998,918.00	2,000,000.00	1,998,918.00	883.33	72.13	955.46
San Antonio Water Utilities	79642BLM3	200,000.00	0.00	200,000.00	200,000.00	200,000.00	184.83		184.83
San Antonio Water Utilities	79642BLN1	190,000.00	0.00	190,000.00	190,000.00	190,000.00	230.69		230.69
Federal Home loan Bank	3137EABY4	3,064,452.00	47,264.80	3,017,187.20	3,000,000.00	3,017,187.20	5,312.50	(4,296.80)	1,015.70
Fannie Mae	31398A6F4	2,319,702.34	1,306.21	2,318,396.13	2,315,000.00	2,318,396.13	723.44	(261.24)	462.20
Federal Home loan Bank	3137EABM0	2,473,720.78	32,233.50	2,441,487.28	2,319,000.00	2,441,487.28	7,246.88	(6,446.70)	800.18
Federal Home loan Bank	3134A4UL6	2,326,924.30	7,307.44	2,334,231.74	2,362,000.00	2,334,231.74	8,217.08	1,461.49	1,461.49
Treasury	912828GC8	2,181,302.50	41,085.42	2,140,217.08	2,132,000.00	2,140,217.08	9,177.19	(9,059.53)	0.00
Treasury	912828GW4	2,367,714.38	45,297.66	2,322,416.72	2,259,000.00	2,322,416.72	27,443.75	(23,727.41)	117.66
Federal Home loan Bank	3134A4UL6	8,794,454.76	31,988.59	8,826,443.35	8,946,000.00	8,826,443.35	6,397.72	6,397.72	6,397.72
Federal Home loan Bank	3137EABM0	9,351,457.81	118,637.05	9,232,820.76	8,782,000.00	9,232,820.76	4,551.04	(3,185.73)	3,716.34
Treasury	912828NS5	8,776,228.75	15,928.65	8,760,300.10	8,738,000.00	8,760,300.10	32,455.94	(32,236.64)	1,365.31
Treasury	912828GC8	8,614,419.84	161,183.20	8,453,236.64	8,421,000.00	8,453,236.64	2,739.38	(304.38)	219.30
Fannie Mae	31398A6F4	8,771,478.75	1,521.87	8,769,956.88	8,766,000.00	8,769,956.88	99,166.05	(79,804.17)	2,435.00
		<u>61,429,692.21</u>	<u>504,836.39</u>	<u>61,005,611.88</u>	<u>60,430,000.00</u>	<u>61,016,998.21</u>	<u>99,166.05</u>	<u>(79,804.17)</u>	<u>19,361.88</u>

INVESTMENTS by FUND

		Balance November 30, 2011			
Renewal & Replacement Fund				TexSTAR	66,512,141.82
TexSTAR	659,931.49			CD's	0.00
Fidelity	0.66			Fidelity	18,633,990.16
Agencies			659,932.15	SIB	0.00
TxDOT Grant Fund				Agencies	61,005,611.90
TexSTAR	4,413,372.76			Bayerische GIC	224,857,200.11
Fidelity	0.90				
Agencies	5,016,105.20		9,429,478.86		
Subordinate Lien DS Fund 05					
Fidelity	1,616,523.68		1,616,523.68		
Debt Service Reserve Fund 05					
TexSTAR	43,040,874.98				
Fidelity	1.65				
CD's	0.00				
Agencies			43,040,876.63		
Debt Service Fund 05					
Fidelity	4,470,208.67		4,470,208.67		
2011 Debt Service Acct					
Fidelity	2,630.96		2,630.96		
2010 Senior Lien DSF					
TexSTAR	0.15				
Fidelity	0.00		0.15		
2011 Sub Debt DSRF					
Fidelity	7,000,239.76		7,000,239.76		
Operating Fund					
TexSTAR	6,814.90				
TexSTAR-Trustee	248,586.15				
Fidelity	0.00				
Region's SIB Loan MMA	0.00		255,401.05		
Revenue Fund					
TexSTAR	34.96				
Fidelity	726,619.53		726,654.49		
General Fund					
TexSTAR	7,164,686.16				
Fidelity	28,752.99		7,193,439.15		
2010 Senior Lien Capitalized Interest					
Fidelity	2,081.76				
TexSTAR	842.37				
Bayerische GIC	5,129,848.04		5,132,772.17		
2010-1 Sub Lien Capitalized Interest					
Fidelity	0.55				
TexSTAR	420.06				
Bayerische GIC	1,318,263.52		1,318,684.13		
2010-2 Sub Lien Capitalized Interest					
TexSTAR	126.78				
Fidelity	2,817.84				
Bayerische GIC	340,059.33		343,003.95		
2011 Sr Capitalized Interest Fund					
Fidelity	256,283.12				
Agencies	44,042,757.75		44,299,040.87		
2011 Sub Capitalized Interest Fund					
Fidelity	105,377.95				
Agencies	11,556,748.95		11,662,126.90		
2010-1 Sub BABs subsidy					
Fidelity	13.66		13.66		
2010-2 Sub BABs subsidy					
Fidelity	213,140.17		213,140.17		
2010 Senior Lien Debt Service Reserve Fund					
TexSTAR	6,756,733.96				
Fidelity	2,765,333.20				
Agencies			9,522,067.16		
2010-2Sub Lien Debt Service Reserve Fund					
TexSTAR	710,972.19				
Fidelity	41,951.39				
Agencies	390,000.00		1,142,923.58		
2010-1Sub Lien Debt Service Reserve Fund					
TexSTAR	2,504,413.64				
Fidelity	1,382,404.04				
Agencies			3,886,817.68		
2010-1 Sub Lien Projects Fund					
TexSTAR	1,004,319.62				
Fidelity	19,607.18		1,023,926.80		
2010 Senior Lien Construction Fund					
TexSTAR	1.19				
Fidelity	0.31				
Bayerische GIC	24,257,064.63		24,257,066.13		
2011 Sub Debt Project fund					
Bayerische GIC	47,983,571.42				
Fidelity	0.10		47,983,571.52		
2011 Senior Lien Project Fund					
TexSTAR	10.46				
Fidelity	0.00				
Bayerische GIC	145,828,393.17		145,828,403.63		
			\$ 371,008,943.99		



Monthly Newsletter - November 2011

Performance

As of November 30, 2011

Current Invested Balance	\$4,964,174,535.92
Weighted Average Maturity (1)	46 Days
Weighted Average Maturity (2)	76 Days
Net Asset Value	1.000145
Total Number of Participants	747
Management Fee on Invested Balance	0.05%*
Interest Distributed	\$603,816.17
Management Fee Collected	\$204,960.14
% of Portfolio Invested Beyond 1 Year	4.27%
Standard & Poor's Current Rating	AAAm

November Averages

Average Invested Balance	\$4,987,596,393.08
Average Monthly Yield, on a simple basis	0.0973%
Average Weighted Average Maturity (1)*	48 Days
Average Weighted Average Maturity (2)*	80 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.

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

New Participants

We would like to welcome the following entities who joined the TexSTAR program in November:

- ★ Harris Fort Bend County ESD 100 ★ TLC Academy

Holiday Reminder

In observance of the **Christmas holiday**, TexSTAR will be closed **Monday, December 26, 2011**. All ACH transactions initiated on Friday, December 23rd will settle on Tuesday, December 27th.

In observance of the **New Year's Day holiday**, TexSTAR will be closed **Monday, January 2, 2012**. All ACH transactions initiated on Friday, December 30th will settle on Tuesday, January 3rd.

Notification of any early transaction deadlines on the business day preceding the 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

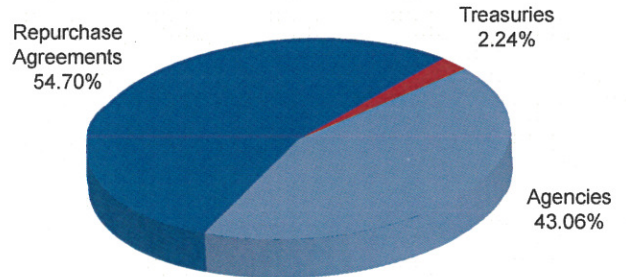
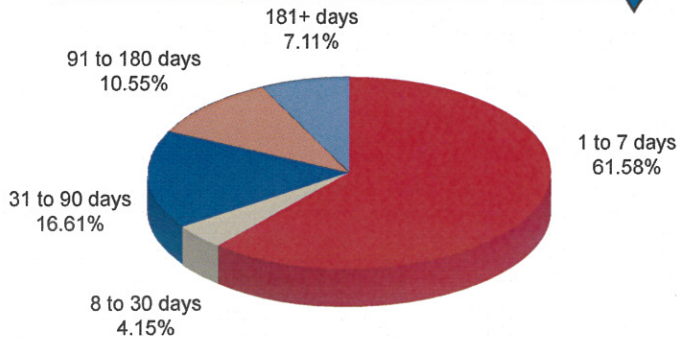
Fears of European debt contagion dictated the tone of global markets for the month. Coordinated central bank action at the end of the month cheered markets, as the Federal Reserve, the Bank of England, the ECB, the Bank of Japan, the Swiss National Bank and the Bank of Canada jointly lowered a U.S. dollar liquidity swap rate. This move represents an important global commitment to maintaining market liquidity, but the difficult work of addressing Europe's government debt and growth problems still remains to be worked out. While U.S. economic data in general has been improving modestly, the Congressional 'super-committee' on deficit reduction was unable to arrive at an agreement prior to its November 23rd deadline. As a result, \$1.2 trillion in automatic spending cuts for defense and entitlement programs are scheduled to take place beginning in 2013. Both S&P and Moody's said their current ratings on U.S. government debt were unaffected, but they both maintained a negative outlook, allowing for future downgrade should spending cuts be weakened or economic growth deteriorate. More importantly, in the near term, the inability of Congress to come to a compromise this year makes it less likely that it will take any action before the end of the year to head off aggressive fiscal tightening scheduled for 2012. This, in turn, will likely create a fiscal drag on the U.S. economy significant enough to raise the potential for recession. The main risk is that ongoing partisanship allows the stimulus measures enacted in late 2010 (a two percentage point employee payroll tax cut and extended unemployment benefits) to lapse, the result of which would be an approximate one percentage point reduction in 2012 GDP growth. A potential tailwind for the economy could come in the form of continued improvement in consumer spending. The recent rebound in U.S. economic data has largely been driven by stronger consumption, but its sustainability has been worrisome, given the decline in real disposable income. Nevertheless, without a change in fiscal policy, the risk of fiscal retrenchment could put U.S. growth close to recessionary levels during the first half of next year.

This information is an excerpt from an economic report dated November 2011 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

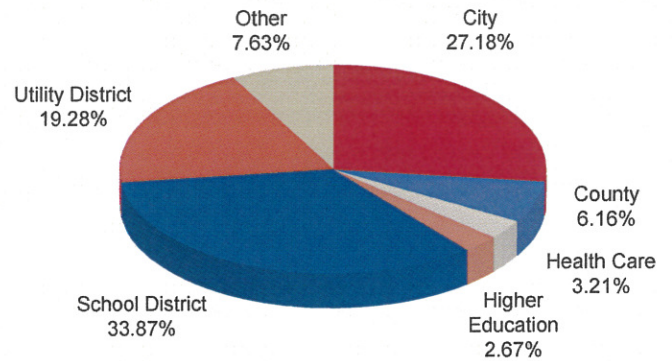
For more information about TexSTAR, please visit our web site at www.texstar.org.

Information at a Glance

Portfolio by Type of Investment As of November 30, 2011



Portfolio by Maturity As of November 30, 2011



Distribution of Participants by Type As of November 30, 2011

Historical Program Information

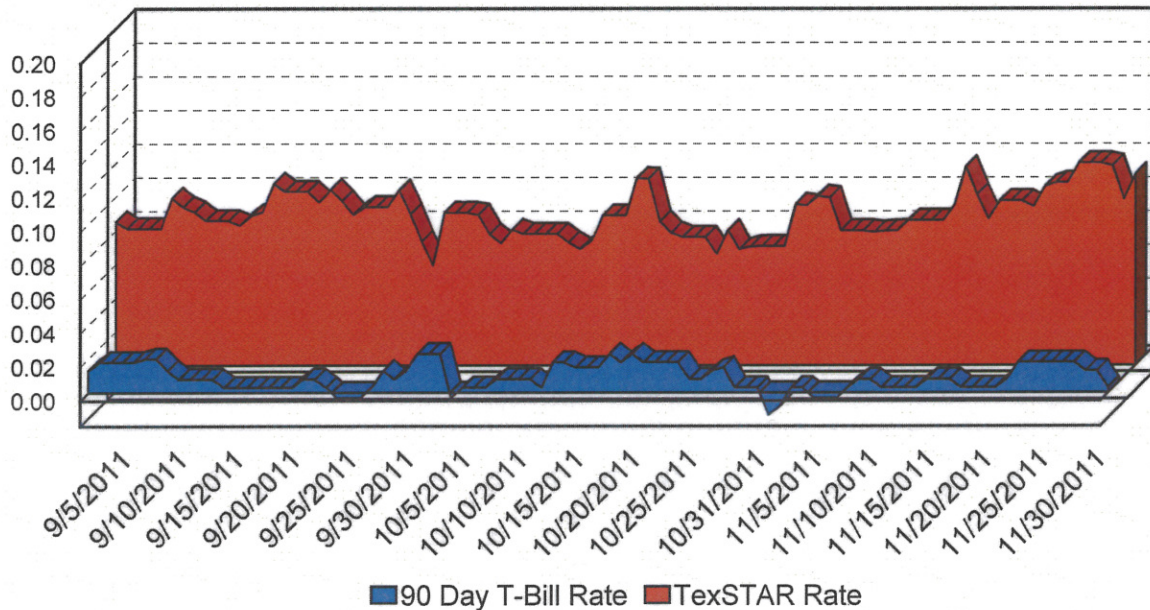
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Nov 11	0.0973%	\$4,964,174,535.92	\$4,964,899,185.74	1.000145	48	80	747
Oct 11	0.0807%	5,191,742,744.46	5,192,081,793.52	1.000065	47	74	745
Sep 11	0.0906%	5,218,150,511.94	5,218,680,416.17	1.000100	46	76	741
Aug 11	0.0940%	4,773,149,074.88	4,773,628,030.81	1.000100	45	69	735
Jul 11	0.0746%	4,990,872,181.48	4,991,025,373.13	1.000030	38	55	735
Jun 11	0.0889%	5,280,726,280.87	5,281,501,501.41	1.000146	50	69	733
May 11	0.0863%	5,566,580,016.75	5,567,478,247.07	1.000161	46	66	732
Apr 11	0.1108%	5,661,130,480.00	5,662,108,871.87	1.000172	50	72	731
Mar 11	0.1408%	5,949,037,975.79	5,949,804,553.22	1.000128	50	73	730
Feb 11	0.1476%	6,548,224,886.40	6,548,880,605.37	1.000100	48	71	729
Jan 11	0.1637%	6,541,049,111.05	6,541,464,771.26	1.000063	39	66	726
Dec 10	0.1713%	5,593,134,506.98	5,593,670,681.79	1.000091	47	79	723

Portfolio Asset Summary as of November 30, 2011

	Book Value	Market Value
Uninvested Balance	\$ 11.05	\$ 11.05
Accrual of Interest Income	910,204.20	910,204.20
Interest and Management Fees Payable	(634,758.69)	(634,758.69)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	2,715,476,000.00	2,715,476,000.00
Government Securities	2,248,423,079.36	2,249,147,729.18
Total	\$ 4,964,174,535.92	\$ 4,964,899,185.74

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 November be subject to change. The TexSTAR management fee November be waived in full or in part at the discretion of the TexSTAR co-administrators and the TexSTAR rate for the period shown reflects waiver of fees. This table represents investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment at \$1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the TexSTAR pool to the T-Bill Yield, you should know that the TexSTAR pool consist of allocations of specific diversified securities as detailed in the respective Information Statements. The T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-day T-Bill.

Daily Summary for November 2011

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
11/1/2011	0.0949%	0.000002599	\$5,171,276,957.89	1.000055	51	83
11/2/2011	0.1005%	0.000002753	\$5,184,742,822.76	1.000057	50	82
11/3/2011	0.0996%	0.000002728	\$5,124,657,333.93	1.000082	51	83
11/4/2011	0.0799%	0.000002190	\$5,016,995,553.17	1.000084	51	84
11/5/2011	0.0799%	0.000002190	\$5,016,995,553.17	1.000084	51	84
11/6/2011	0.0799%	0.000002190	\$5,016,995,553.17	1.000084	51	84
11/7/2011	0.0792%	0.000002169	\$5,001,890,407.21	1.000096	51	83
11/8/2011	0.0797%	0.000002183	\$4,963,817,336.33	1.000119	52	85
11/9/2011	0.0800%	0.000002191	\$4,966,627,237.30	1.000130	51	84
11/10/2011	0.0860%	0.000002356	\$4,905,549,178.58	1.000114	50	83
11/11/2011	0.0860%	0.000002356	\$4,905,549,178.58	1.000114	50	83
11/12/2011	0.0860%	0.000002356	\$4,905,549,178.58	1.000114	50	83
11/13/2011	0.0860%	0.000002356	\$4,905,549,178.58	1.000114	50	83
11/14/2011	0.0949%	0.000002599	\$5,009,876,054.96	1.000091	49	81
11/15/2011	0.1179%	0.000003230	\$5,008,139,287.51	1.000095	49	81
11/16/2011	0.1013%	0.000002776	\$5,001,564,339.65	1.000092	48	80
11/17/2011	0.0869%	0.000002380	\$5,052,770,381.97	1.000105	48	79
11/18/2011	0.0976%	0.000002674	\$4,959,170,019.01	1.000113	47	78
11/19/2011	0.0976%	0.000002674	\$4,959,170,019.01	1.000113	47	78
11/20/2011	0.0976%	0.000002674	\$4,959,170,019.01	1.000113	47	78
11/21/2011	0.0942%	0.000002582	\$4,953,890,376.73	1.000114	46	78
11/22/2011	0.1062%	0.000002909	\$4,951,910,417.31	1.000122	47	78
11/23/2011	0.1084%	0.000002970	\$4,915,556,969.64	1.000120	46	78
11/24/2011	0.1084%	0.000002970	\$4,915,556,969.64	1.000120	46	78
11/25/2011	0.1200%	0.000003288	\$4,964,323,824.63	1.000123	44	75
11/26/2011	0.1200%	0.000003288	\$4,964,323,824.63	1.000123	44	75
11/27/2011	0.1200%	0.000003288	\$4,964,323,824.63	1.000123	44	75
11/28/2011	0.1185%	0.000003247	\$5,005,655,262.28	1.000129	44	74
11/29/2011	0.0985%	0.000002699	\$4,992,120,196.49	1.000152	46	76
11/30/2011	0.1135%	0.000003109	\$4,964,174,535.92	1.000145	46	76
Average	0.0973%	0.000002666	\$4,987,596,393.08		48	80

TexSTAR Participant Services
First Southwest Asset Management, Inc.
325 North St. Paul Street, Suite 800
Dallas, Texas 75201



TexSTAR Board Members

William Chapman

Nell Lange

Melinda Garrett

Michael Bartolotta

Will Williams

Hardy Browder

Oscar Cardenas

Stephen Fortenberry

Monte Mercer

Becky Brooks

Len Santow

Central Texas Regional Mobility Authority

City of Frisco

Houston ISD

First Southwest Company

JP Morgan Chase

City of Cedar Hill

Northside ISD

McKinney ISD

North Central TX Council of Government

Government Resource Associates, LLC

Griggs & Santow

Governing Board President

Governing Board Vice President

Governing Board Treasurer

Governing Board Secretary

Governing Board Asst. Sec./Treas.

Advisory Board

Advisory Board

Advisory Board

Advisory Board

Advisory Board

Advisory Board

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

FirstSouthwest 

J.P.Morgan
Asset Management

Central Texas Regional Mobility Authority

	As of	Balance Sheet December 31, 2011	December 31, 2010
Assets			
Current Assets			
Cash in Regions Operating Account		54,051	146,446
Cash In TexSTAR	106,821		46,754
Regions Payroll Account	4,351		2,983
Restricted cash/cash equivalents			
Fidelity Government MMA	33,506,456		13,917,454
Restricted Cash-TexStar	65,784,979		80,060,959
Regions SIB account	0		15,620,839
Overpayment accounts	24,464		13,840
Total Cash and Cash Equivalents		99,427,071	109,809,274
Accounts Receivable	25,891		95,154
Due From TTA	406,363		448,858
Due From NTTA	83,336		33,745
Due From HCTRA	74,893		54,486
Due From TxDOT	825,050		2,248,335
Due From Federal Government	0		929,886
Interest Receivable	184,657		113,187
Total Receivables		1,600,191	3,923,651
Short Term Investments			
Short Term Investments		4,317,135	13,571,253
Other Current Assets			
Prepaid Expenses		1,655	
Prepaid Insurance		46,405	71,295
Total Current Assets		105,446,508	127,375,472
Construction Work In Process			
		280,737,340	117,330,104
Fixed Assets			
Computers(net)		27,186	38,280
Computer Software(net)		675,732	1,881,246
Furniture and Fixtures(net)		15,385	22,490
Equipment(net)		49,397	52,775
Autos and Trucks(net)		24,719	1,967
Buildings and Toll Facilities(net)		6,255,852	6,432,410
Highways and Bridges(net)		175,235,918	180,203,125
Communication Equipment(net)		1,046,853	1,225,690
Toll Equipment(net)		2,314,464	2,776,245
Signs(net)		5,022,459	5,155,727
Land Improvements(net)		1,145,452	920,929
Right of Way		24,683,553	23,683,553
Leasehold Improvements		62,921	62,482
Total Fixed Assets		216,559,891	222,456,918
Long Term Investments			
GIC (Restricted)		214,929,774	79,570,062
Agencies-LT		44,308,040	0
Other Assets			
Security Deposits		8,644	9,483
Intangible Assets		650	650
Total Bond Issuance Costs		15,781,439	10,754,070
Total Assets		877,772,285	557,496,760

Liabilities

Current Liabilities

Accounts Payable	141,784		21,199
Overpayments	25,216		14,298
Interest Payable	20,645,219		8,939,991
TCDRS Payable	59,450		41,764
Due to other Entities	19,669		0
Due to State of Texas	2,298		605
Total Current Liabilities	20,893,635		9,017,857

Long Term Liabilities

Accrued Vac & Sick Leave Paybl		413,815		365,641
Retainage Payable		1,655		115,808
Senior Lien Revenue Bonds 2005	172,698,781		172,244,198	
Senior Lien Revenue Bonds 2010	99,921,757		97,046,003	
Senior Lien Revenue Bonds 2011	306,247,521		0	
Sn Lien Rev Bnd Prem/Disc 2005	4,705,454		4,875,179	
Sn Lien Rev Bnd Prem/Disc 2010	186,438		220,272	
Tot Sr Lien Rev Bond Pay Pre/D	2,744,876			5,095,451
Subordinated Lien Bond 2010		45,000,000		45,000,000
Subordinated Lien Bond 2011		70,000,000		0
Sub Lien Bond 2011 Prem/Disc		(2,123,809)		
TIFIA note 2008		77,626,562		75,847,928
2010 Regions BAB's Payable		0		59,865,000
2011 Regions Draw Down Note		200,000		
2009 State Infrastructure loan		0		32,627,504
Total Long Term Liabilities		772,731,157		488,207,532
Total Liabilities		793,624,792		497,225,389

Net Assets Section

Contributed Capital		18,334,846		18,334,846
Net Assets beginning		61,930,780		37,183,660
Current Year Operations		3,881,868		4,752,865
Total Net Assets		65,812,647		41,936,525

Total Liabilities and Net Assets

877,772,285	557,496,760
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Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2012	Actual Year to Date 12/31/2011	Percent of Budget	Actual Prior Year to Date 12/31/10
Revenue				
Operating Revenue				
Toll Revenue-TxTag-183A	21,395,350	7,838,796	36.64%	7,897,714
Toll Revenue-HCTRA-183A	656,250	352,420	53.70%	332,585
Toll Revenue-NTTA-183A	411,600	229,593	55.78%	200,009
Video Tolls	3,004,800	1,745,792	58.10%	1,582,316
Fee revenue	1,252,000	631,710	50.46%	613,650
Total Operating Revenue	26,720,000	10,798,311	40.41%	10,626,274
Other Revenue				
Interest Income	180,000	106,489	59.16%	134,906
Grant Revenue	800,000	6,344,211	793.03%	7,867,611
Misc Revenue	2,200	918,227	41738%	1,283
Gain/Loss on Redemption Bonds	-	-	0.00%	1,000
Gain/Loss on Sale of Asset	-	12,342		-
Total Other Revenue	982,200	7,381,269	751.50%	8,004,800
Total Revenue	\$ 27,702,200	\$ 18,179,581	65.63%	\$ 18,631,074
Expenses				
Salaries and Wages				
Salary Expense-Regular	2,010,301	960,937	47.80%	821,427
Part Time Salry Expense	12,000	7,927	66.06%	5,934
Overtime Salary Expense	4,000	-	0.00%	-
Contractual Employees Expense	105,000	7,623	7.26%	28,500
TCDRS	304,235	134,743	44.29%	117,708
FICA	97,856	30,083	30.74%	26,453
FICA MED	30,715	13,773	44.84%	11,553
Health Insurance Expense	204,527	82,624	40.40%	68,750
Life Insurance Expense	5,374	2,534	47.15%	2,955
Auto Allowance Expense	9,000	4,462	49.58%	4,548
Other Benefits	171,305	87,676	51.18%	28,475
Unemployment Taxes	13,059	215	1.65%	-
Salary Reserve	91,871	-	0.00%	-
Total Salaries and Wages	3,059,243	1,332,598	43.56%	1,116,303
Contractual Services				

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2012	Actual Year to Date 12/31/2011	Percent of Budget	Actual Prior Year to Date 12/31/10
<u>Professional Services</u>				
Accounting	9,500	13,403	141.08%	4,454
Auditing	55,000	44,771	81.40%	42,650
General Engineering Consultant	1,250,000	411,696	32.94%	295,452
General System Consultant	175,000	26,996	15.43%	4,013
Image Processing	600,000	442,109	73.68%	383,857
Facility maintenance	20,000	5,999	30.00%	36,965
HERO	820,000	322,100	39.28%	452,165
Human Resources	80,000	3,221	4.03%	14,378
Legal	250,000	76,676	30.67%	65,584
Photography	15,000	11,850	79.00%	9,000
Communications and Marketing	-	36,757		-
Total Professional Services	3,274,500	1,395,578	42.62%	1,308,517
<u>Other Contractual Services</u>				
IT Services	45,000	23,808	52.91%	17,250
Graphic Design Services	10,000	400	4.00%	803
Website Maintenance	25,000	5,783	23.13%	13,051
Research Services	25,000	3,100	12.40%	26,089
Copy Machine	9,000	2,980	33.11%	3,912
Software Licenses	26,000	805	3.09%	7,387
ETC Maintenance Contract	840,000	276,979	32.97%	294,719
ETC Development	125,000	-	0.00%	6,747
ETC Testing	30,000	16,620	55.40%	-
Communications and Marketing	170,000	-	0.00%	59,856
Advertising Expense	40,000	1,281	3.20%	17,618
Direct Mail	5,000	-	0.00%	-
Video Production	5,000	1,946	38.91%	-
Radio	15,000	-	0.00%	-
Other Public Relations	2,500	-	0.00%	-
Law Enforcement	250,000	117,219	46.89%	36,672
Special assignments	5,000	-	0.00%	-
Traffic Management	84,000	34,396	40.95%	25,685
Emergency Maintenance	10,000	-	0.00%	-
Security Contracts	600	-	0.00%	-
Roadway Maintenance Contract	300,000	53,182	17.73%	38,420
Landscape Maintenance	280,000	74,222	26.51%	54,426

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2012	Actual Year to Date 12/31/2011	Percent of Budget	Actual Prior Year to Date 12/31/10
Signal & Illumination Maint	175,000	42,069	24.04%	82,034
Mowing and litter control	40,000	40,603	101.51%	49,051
Hazardous Material Cleanup	10,000	-	0.00%	-
Striping	75,000	19,600	26.13%	-
Graffiti removal	10,000	-	0.00%	1,900
Cell Phones	10,700	3,592	33.57%	4,281
Local Telephone Service	16,000	6,457	40.35%	4,288
Long Distance	600	-	0.00%	113
Internet	6,000	435	7.25%	1,380
Fiber Optic System	63,000	28,261	44.86%	20,295
Other Communication Expenses	1,500	273	18.22%	1,040
Subscriptions	1,850	120	6.48%	-
Memberships	29,100	6,890	23.68%	5,390
Continuing Education	2,000	962	48.11%	150
Professional Development	5,000	3,020	60.40%	-
Seminars and Conferences	32,500	6,990	21.51%	7,650
Staff-Travel	76,500	23,718	31.00%	22,053
Other Contractual Svcs	125,200	177	0.14%	153
Roadway maintenance contract	-	-	0.00%	14,955
TxTag Collection Fees	1,347,791	540,713	40.12%	668,017
Contractual Contingencies	140,500	32,640	23.23%	1,039
Total Other Contractual Services	4,470,341	1,369,242	30.63%	1,486,424
Total Contractual Services	7,744,841	2,764,820	35.70%	2,794,941
Materials and Supplies				
Books & Publications	16,000	4,056	25.35%	4,488
Office Supplies	10,000	2,573	25.73%	2,851
Computer Supplies	13,000	6,891	53.01%	2,086
Copy Supplies	2,200	18	0.81%	506
Annual Report printing	10,000	-	0.00%	-
Other Reports-Printing	20,000	-	0.00%	381
Direct Mail Printing	5,000	-	0.00%	-
Office Supplies-Printed	3,000	688	22.92%	1,246
Ice Control Materials	25,000	-	0.00%	-
Maintenance Supplies-Roadway	100,000	9,175	9.17%	-
Promotional Items	10,000	-	0.00%	2,163

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2012	Actual Year to Date 12/31/2011	Percent of Budget	Actual Prior Year to Date 12/31/10
Displays	5,000	-	0.00%	-
ETC spare parts expense	30,000	-	0.00%	-
Tools & Equipment Expense	1,000	31	3.10%	14
Misc Materials & Supplies	2,000	592	29.61%	6
Total Materials and Supplies	252,200	24,024	9.53%	13,741
Operating Expenses				
Gasoline Expense	5,000	2,163	43.27%	1,552
Mileage Reimbursement	7,500	1,920	25.60%	1,432
Toll Tag Expense	4,100	1,424	34.72%	1,181
Parking	38,595	20,123	52.14%	19,075
Meeting Facilities	450	-	0.00%	100
Community Meeting/ Events	5,000	-	0.00%	500
Meeting Expense	6,750	2,118	31.37%	1,242
Public Notices	2,400	-	0.00%	-
Postage Expense	5,950	72	1.20%	310
Overnight Delivery Services	1,600	193	12.06%	56
Local Delivery Services	1,950	6	0.29%	691
Insurance Expense	90,000	38,964	43.29%	40,935
Repair & Maintenance-General	500	263	52.50%	-
Repair & Maintenance-Vehicles	100	358	358.28%	529
Repair & Maintenance Toll Equip	5,000	-	0.00%	-
Rent Expense	190,000	101,449	53.39%	93,816
Water	7,500	4,386	58.48%	2,293
Electricity	83,500	30,416	36.43%	29,335
Other Licenses	250	275	110.00%	235
Community Initiative Grants	65,000	35,000	53.85%	50,750
Non Cash Operating Expenses				
Amortization Expense	1,230,000	614,808	49.98%	614,808
Dep Exp- Furniture & Fixtures	16,500	4,460	27.03%	9,363
Dep Expense - Equipment	14,500	7,189	49.58%	7,189
Dep Expense - Autos & Trucks	5,000	2,874	57.49%	1,967
Dep Expense-Buildng & Toll Fac	177,000	88,279	49.88%	88,279
Dep Expense-Highways & Bridges	5,000,000	2,483,603	49.67%	2,483,603
Dep Expense-Communic Equip	195,000	95,422	48.93%	98,224
Dep Expense-Toll Equipment	465,000	230,891	49.65%	230,891

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2012	Actual Year to Date 12/31/2011	Percent of Budget	Actual Prior Year to Date 12/31/10
Dep Expense - Signs	135,000	66,634	49.36%	66,634
Dep Expense-Land Improvemts	52,000	32,902	63.27%	25,792
Depreciation Expense-Computers	6,500	4,905	75.47%	5,194
Total Operating Expenses	7,817,645	3,871,095	49.52%	3,875,977
Financing Expenses				
Arbitrage Rebate Calculation	2,500	5,455	218.20%	-
Loan Fee Expense	12,500	12,000	96.00%	11,500
Rating Agency Expense	33,000	5,300	16.06%	5,000
Trustee Fees	2,000	-	0.00%	-
Bank Fee Expense	7,500	14,318	190.91%	3,583
Continuing Disclosure	4,000	-	0.00%	-
Interest Expense	12,038,096	6,014,974	49.97%	5,909,259
Contingency	15,000	-	0.00%	-
Non Cash Financing Expenses				
Bond issuance expense	385,707	253,130	65.63%	147,904
Total Financing Expenses	12,500,303	6,305,177	50.44%	6,077,246
Other Gains or Losses				
Total Other Gains or Losses	-	-	0.00%	-
Total Expenses	\$ 31,374,232	\$ 14,297,713	45.57%	\$ 13,878,209
Net Income	\$ (3,672,032)	\$ 3,881,868		\$ 4,752,865

CTRMA INVESTMENT REPORT

	Month Ending 12/31/11					Rate Nov 11
	Balance 11/30/11	Additions	Discount Amortization	Accrued Interest	Withdrawals	
Amount in Trustee TexStar						
2011 Senior Lien Construction Fund	10.46					10.46
2010 Senior Lien Construction Fund	1.19					1.19
2010-1 Sub Lien Projects General Fund	1,004,319.62			69.53		1,004,389.15
Trustee Operating Fund	7,164,686.16			474.14	576,266.63	6,588,893.67
Renewal and Replacement	248,586.15	546,341.75		11.95	695,000.00	99,939.85
TxDOT Grant Fund	659,931.49			45.69		659,977.18
Revenue Fund	4,413,372.76			305.54		4,413,678.30
Senior Lien Debt Service Reserve Fund	34.96					34.96
2010 Senior Lien DSF	43,040,874.98			2,979.72		43,043,854.70
2010 Senior Lien Debt Service Reserve Fund	0.15					0.15
2010-2Sub Lien Debt Service Reserve Fund	6,756,733.96			467.77		6,757,201.73
2010-1Sub Lien Debt Service Reserve Fund	710,972.19			49.22		711,021.41
2010-1Sub Lien Capitalized Interest	2,504,413.64			173.38		2,504,587.02
2010-1 Sub Lien Capitalized Interest	842.37			0.06		842.43
2010-2 Sub Lien Capitalized Interest	420.06			0.03		420.09
2010-2 Sub Lien Capitalized Interest	126.78			0.01		126.79
	66,505,326.92	546,341.75	0.00	4,577.04	1,271,266.63	65,784,979.08
Amount in TexStar Operating Fund	41,814.90	695,000.00		6.12	630,000.00	106,821.02

CTRMA INVESTMENT REPORT

	Month Ending 12/31/11					Rate Nov 11
	Balance 11/30/11	Additions	Discount Amortization	Accrued Interest	Withdrawals	
Fidelity Money Market Fund						
Operating Fund	0.00	546,341.75		0.90	546,341.75	0.90
2010-1 Sub Lien Project Acct	19,607.18			0.16		19,607.34
2010 Senior Lien Project Acct	0.31	5,404,760.31			5,403,284.27	1,476.35
2011 Senior Lien Project Acct	0.00	4,595,789.33		0.12	4,595,789.33	0.12
2005 Debt Service Fund	4,470,208.67	744,515.00		27.19		5,214,750.86
2011 Senior Lien Debt Service Acct	2,630.96			0.02		2,630.98
Subordinate Lien TIFIA DS Fund	1,616,523.68	316,808.00		12.09		1,933,343.77
2010-2 BABs Supplemental Security	213,140.17	164,722.84		1.75		377,864.76
2010-2 Cap I Fund	2,817.84			0.02		2,817.86
2010 CAP Interest Senior lien	2,081.76			0.02		2,081.78
2010-1 CAP Interest	0.55					0.55
2011 Sr Cap I Fund	256,283.12	8,421,000.00		181,100.86		8,858,383.98
2011 Sub Debt CAP I	105,377.95	2,132,000.00		47,822.75		2,285,200.70
2010-1 Sub lien supplemental Security	13.66	712,031.25				712,044.91
2011 Subordinate Lien Project	0.10					0.10
TxDOT Grant Fund	0.90	2,000,000.00		3,680.56		2,003,681.46
Renewal and Replacement	0.66					0.66
Revenue Fund	726,619.53	1,971,356.44		6.56	1,827,976.15	870,006.38
General Fund	28,752.99	2,342,769.43		4.93	2,362,342.27	9,185.08
2010 Senior Debt Service Reserve Fund	2,765,333.20			22.73		2,765,355.93
2010-1 Debt Service Reserve Fund	1,382,404.04	18,938.78		11.29		1,401,354.11
2010-2 Debt Service Reserve Fund	41,951.39	4,417.17		0.31		46,368.87
2011 Sub Debt Debt Service Reserve Fund	7,000,239.76			57.54		7,000,297.30
2005 Senior Lien Debt Service Reserve Fund	1.65					1.65
	18,633,990.07	77,310,902.84	0.00	232,749.80	62,671,186.31	33,506,456.40

Fidelity Money Market Fund
 Operating Fund
 2010-1 Sub Lien Project Acct
 2010 Senior Lien Project Acct
 2011 Senior Lien Project Acct
 2005 Debt Service Fund
 2011 Senior Lien Debt Service Acct
 Subordinate Lien TIFIA DS Fund
 2010-2 BABs Supplemental Security
 2010-2 Cap I Fund
 2010 CAP Interest Senior lien
 2010-1 CAP Interest
 2011 Sr Cap I Fund
 2011 Sub Debt CAP I
 2010-1 Sub lien supplemental Security
 2011 Subordinate Lien Project
 TxDOT Grant Fund
 Renewal and Replacement
 Revenue Fund
 General Fund
 2010 Senior Debt Service Reserve Fund
 2010-1 Debt Service Reserve Fund
 2010-2 Debt Service Reserve Fund
 2011 Sub Debt Debt Service Reserve Fund
 2005 Senior Lien Debt Service Reserve Fund

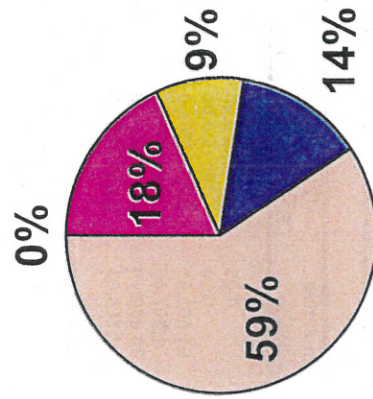
CTRMA INVESTMENT REPORT

	Balance 11/30/11	Additions	Month Ending 12/31/11			Balance 12/31/11	Rate Nov 11
			Discount Amortization	Accrued Interest	Withdrawals		
Amount in Bayerische Landesbank GIC							
Subordinate Lien Cap-I 2010-1	1,318,263.52			549.28		1,318,812.80	0.500%
Subordinate Lien Cap-I 2010-2	340,059.33			141.69		340,201.02	0.500%
Senior Lien Cap-I 2010	5,129,848.04			3,761.89		5,133,609.93	0.880%
Senior Lien Project Fund 2010	24,257,064.63			18,858.64	5,402,809.27	18,873,114.00	0.850%
Senior Lien Project Fund 2011	145,828,393.17			36,011.83	4,595,789.33	141,268,615.67	0.295%
Subordinate Lien Project Fund 2011	47,983,571.42			11,849.38		47,995,420.80	0.295%
	224,857,200.11	0.00	0.00	71,172.71	9,998,598.60	214,929,774.22	
Amount in Fed Agencies and Treasuries							
Amortized Principal	61,005,611.90		(14,087.23)		12,617,707.07	48,373,817.60	
Accrued Interest	61,005,611.90	0.00	(14,087.23)	100,395.28	12,617,707.07	48,373,817.60	
Certificates of Deposit	3,000,000.00				3,000,000.00	0.00	
Total in Pools	66,547,141.82	1,241,341.75		4,583.16	1,901,266.63	65,891,800.10	
Total in Money Market	18,633,990.07	77,310,902.84		232,749.80	62,671,186.31	33,506,456.40	
Total in Fed Agencies	61,005,611.90	0.00	(14,087.23)		12,617,707.07	48,373,817.60	
Bayerische Landesbank GIC	224,857,200.11	0.00		71,172.71	9,998,598.60	214,929,774.22	
Total Invested	374,043,943.90	78,552,244.59	(14,087.23)	308,505.67	90,188,758.61	362,701,848.32	

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

William Chapman, CFO

Allocation of Funds



- Certificates of Deposit
- Total in Money Market
- Bayerische Landesbank GIC
- Total in Pools
- Total in Fed Agencies

Amount of investments As of December 31, 2011

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
Federal Farm Credit	31331J2B8	Called	200,000.00	Called	1.000280%	11/22/10	2/15/13	TxDOT Grant Fund
San Antonio Water Utilities	79642BLM3	200,000.00	200,000.00	200,128.00	1.1090%	11/23/10	5/15/12	2010-2 DSRF
San Antonio Water Utilities	79642BLN1	190,000.00	190,000.00	191,119.10	1.4570%	11/23/10	5/15/13	2010-2 DSRF
Federal Home loan Bank	3137EABY4	3,064,452.00	3,012,890.40	3,013,410.00	0.4005%	12/23/10	3/23/12	TxDOT Grant Fund
Fannie Mae	31398A6F4	2,319,702.34	2,318,134.89	2,319,907.80	0.2391%	6/29/11	12/28/12	2011 Sub Debt CAP I
Federal Home loan Bank	3137EABM0	2,473,720.78	2,435,040.59	2,437,941.51	0.3930%	6/29/11	6/28/13	2011 Sub Debt CAP I
Federal Home loan Bank	3134A4UL6	2,326,924.30	2,335,693.23	2,325,011.08	0.6300%	6/29/11	11/15/13	2011 Sub Debt CAP I
Treasury	912828GC8	Matured	Matured	Matured	0.0240%	6/29/30	12/31/11	2011 Sub Debt CAP I
Treasury	912828GW4	2,367,714.38	2,313,357.19	2,312,289.81	0.0730%	6/29/11	6/30/12	2011 Sub Debt CAP I
Federal Home loan Bank	3134A4UL6	8,794,454.76	8,832,841.07	8,805,905.64	0.7190%	6/29/11	11/15/13	2011 Sr Debt CAP I
Federal Home loan Bank	3137EABM0	9,351,457.81	9,209,093.35	9,232,428.78	0.4830%	6/29/11	6/28/13	2011 Sr Debt CAP I
Treasury	912828NS5	8,776,228.75	8,757,114.38	8,762,204.26	0.1880%	6/29/11	6/30/12	2011 Sr Debt CAP I
Treasury	912828GC8	Matured	Matured	Matured	0.0550%	6/29/11	12/31/11	2011 Sr Debt CAP I
Fannie Mae	31398A6F4	8,771,478.75	8,769,652.50	8,784,583.92	0.3331%	6/29/11	12/28/12	2011 Sr Debt CAP I
		48,636,133.87	48,373,817.60	48,384,929.90				

Agency	CUSIP #	COST	Cummulative Amortization	12/31/11 Book Value	Maturity Value	Accrued Interest	Amortization	Interest Earned
Federal Farm Credit	31331J2B8	Called	0.00	Called	2,000,000.00	2,112.56		2,112.56
San Antonio Water Utilities	79642BLM3	200,000.00	0.00	200,000.00	200,000.00	184.83		184.83
San Antonio Water Utilities	79642BLN1	190,000.00	0.00	190,000.00	190,000.00	230.69		230.69
Federal Home loan Bank	3137EABY4	3,064,452.00	51,561.60	3,012,890.40	3,000,000.00	5,312.50	(4,296.80)	1,015.70
Fannie Mae	31398A6F4	2,319,702.34	1,567.45	2,318,134.89	2,315,000.00	723.44	(261.24)	462.20
Federal Home loan Bank	3137EABM0	2,473,720.78	38,680.19	2,435,040.59	2,319,000.00	7,246.88	(6,446.70)	800.18
Federal Home loan Bank	3134A4UL6	2,326,924.30	8,768.93	2,335,693.23	2,362,000.00	1,461.49		1,461.49
Treasury	912828GC8	Matured	Matured	Matured	2,132,000.00	8,217.08	(8,217.08)	0.00
Treasury	912828GW4	2,367,714.38	54,357.19	2,313,357.19	2,259,000.00	9,177.19	(9,059.53)	117.66
Federal Home loan Bank	3134A4UL6	8,794,454.76	38,386.31	8,832,841.07	8,946,000.00	6,397.72		6,397.72
Federal Home loan Bank	3137EABM0	9,351,457.81	142,364.45	9,209,093.36	8,782,000.00	27,443.75	(23,727.41)	3,716.34
Treasury	912828NS5	8,776,228.75	19,114.37	8,757,114.38	8,738,000.00	4,551.04	(3,185.73)	1,365.31
Treasury	912828GC8	Matured	Matured	Matured	8,421,000.00	32,455.94	33,552.43	(1,096.49)
Fannie Mae	31398A6F4	8,771,478.75	1,826.25	8,769,652.50	8,766,000.00	2,739.38	(304.38)	2,435.00
		48,636,133.87	356,626.74	48,373,817.61	60,430,000.00	100,395.28	(14,087.23)	19,203.19

INVESTMENTS by FUND

		Balance December 31, 2011	
Renewal & Replacement Fund			
TexSTAR	659,977.18		TexSTAR 65,891,800.10
Fidelity	0.66		CD's -
Agencies		659,977.84	Fidelity 33,506,456.40
TxDOT Grant Fund			SIB -
TexSTAR	4,413,678.30		Agencies 48,373,817.62
Fidelity	2,003,681.46		Bayerische GIC 214,929,774.22
Agencies	3,012,890.40	9,430,250.16	
Subordinate Lien DS Fund 05			
Fidelity	1,933,343.77	1,933,343.77	
Debt Service Reserve Fund 05			
TexSTAR	43,043,854.70		
Fidelity	1.65		
CD's	0.00		
Agencies		43,043,856.35	
Debt Service Fund 05			
Fidelity	5,214,750.86	5,214,750.86	
2011 Debt Service Acct			
Fidelity	2,630.98	2,630.98	
2010 Senior Lien DSF			
TexSTAR	0.15		
Fidelity	0.00	0.15	
2011 Sub Debt DSRF			
Fidelity	7,000,297.30	7,000,297.30	
Operating Fund			
TexSTAR	106,821.02		
TexSTAR-Trustee	99,939.85		
Fidelity	0.90		
Region's SIB Loan MMA	0.00	206,761.77	
Revenue Fund			
TexSTAR	34.96		
Fidelity	870,006.38	870,041.34	
General Fund			
TexSTAR	6,588,893.67		
Fidelity	9,185.08	6,598,078.75	
2010 Senior Lien Capitalized Interest			
Fidelity	2,081.78		
TexSTAR	842.43		
Bayerische GIC	5,133,609.93	5,136,534.14	
2010-1 Sub Lien Capitalized Interest			
Fidelity	0.55		
TexSTAR	420.09		
Bayerische GIC	1,318,812.80	1,319,233.44	
2010-2 Sub Lien Capitalized Interest			
TexSTAR	126.79		
Fidelity	2,817.86		
Bayerische GIC	340,201.02	343,145.67	
2011 Sr Capitalized Interest Fund			
Fidelity	8,853,383.98		
Agencies	35,568,701.32	44,427,085.30	
2011 Sub Capitalized Interest Fund			
Fidelity	2,285,200.70		
Agencies	9,402,225.90	11,687,426.60	
2010-1 Sub BABs subsidy			
Fidelity	712,044.91	712,044.91	
2010-2 Sub BABs subsidy			
Fidelity	377,864.76	377,864.76	
2010 Senior Lien Debt Service Reserve Fund			
TexSTAR	6,757,201.73		
Fidelity	2,765,355.93		
Agencies		9,522,557.66	
2010-2Sub Lien Debt Service Reserve Fund			
TexSTAR	711,021.41		
Fidelity	46,368.87		
Agencies	390,000.00	1,147,390.28	
2010-1Sub Lien Debt Service Reserve Fund			
TexSTAR	2,504,587.02		
Fidelity	1,401,354.11		
Agencies		3,905,941.13	
2010-1 Sub Lien Projects Fund			
TexSTAR	1,004,389.15		
Fidelity	19,607.34	1,023,996.49	
2010 Senior Lien Construction Fund			
TexSTAR	1.19		
Fidelity	1,476.35		
Bayerische GIC	18,873,114.00	18,874,591.54	
2011 Sub Debt Project fund			
Bayerische GIC	47,995,420.80		
Fidelity	0.10	47,995,420.90	
2011 Senior Lien Project Fund			
TexSTAR	10.46		
Fidelity	0.12		
Bayerische GIC	141,268,615.67	141,268,626.25	
		<u>362,701,848.34</u>	
		<u>\$ 362,701,848.34</u>	



Monthly Newsletter - December 2011

Performance

As of December 31, 2011

Current Invested Balance	\$5,164,291,074.36
Weighted Average Maturity (1)	42 Days
Weighted Average Maturity (2)	74 Days
Net Asset Value	1.000107
Total Number of Participants	749
Management Fee on Invested Balance	0.05%*
Interest Distributed	\$555,790.91
Management Fee Collected	\$211,442.87
% of Portfolio Invested Beyond 1 Year	4.16%
Standard & Poor's Current Rating	AAAm

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

December Averages

Average Invested Balance	\$4,979,477,393.78
Average Monthly Yield, on a simple basis	0.0815%
Average Weighted Average Maturity (1)*	48 Days
Average Weighted Average Maturity (2)*	79 Days

Definition of Weighted Average Maturity (1) & (2)

- (1) This weighted average maturity calculation uses the SEC Rule 2a-7 definition for stated maturity for any floating rate instrument held in the portfolio to determine the weighted average maturity for the pool. This Rule specifies that a variable rate instrument to be paid in 397 calendar days or less shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate.
- (2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

* The maximum management fee authorized for the TexSTAR Cash Reserve Fund is 12 basis points. This fee may be waived in full or in part in the discretion of the TexSTAR co-administrators at any time as provided for in the TexSTAR Information Statement.

New Participants

We would like to welcome the following entities who joined the TexSTAR program in December:

★ Colmesneil ISD

★ Community ISD

Holiday Reminder

In observance of **Martin Luther King Jr. holiday**, TexSTAR will be closed **Monday, January 16, 2012**. All ACH transactions initiated on Friday, January 13th will settle on Tuesday, January 17th.

In observance of **Presidents' Day**, TexSTAR will be closed **Monday, February 20, 2012**. All ACH transactions initiated on Friday, February 17th will settle on Tuesday, February 21st.

Economic Commentary

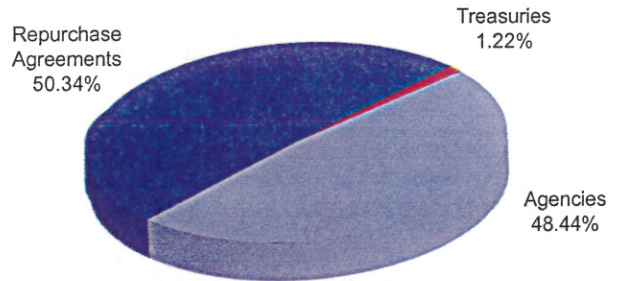
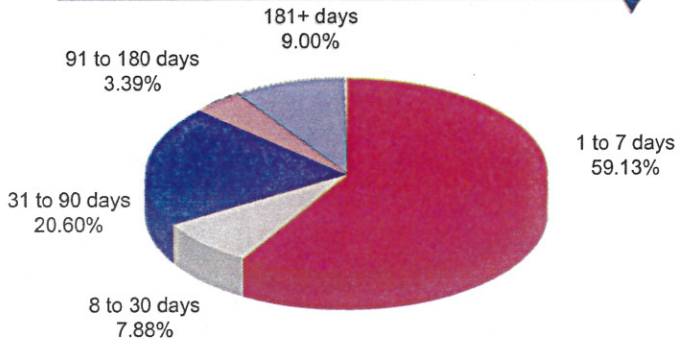
While markets' worst fears of a disorderly credit event in Europe or double-dip recession in U.S. were not realized in the fourth quarter, policy actions and the continued risks to the global economy did not reassure. European summits in October and December attempted to bring needed focus to the growing financial crisis. Proposed resolutions included tighter fiscal integration and discipline in the euro area through budget deficit targets and authority for the European Court of Justice to intervene in issues of budget oversight for individual countries. However, skepticism remains whether these steps will adequately address Europe's issues. U.S. economic data began to improve during the quarter, albeit gradually. However, the impact of a recession in Europe will likely limit domestic growth to a continued sluggish pace at best. Furthermore, the inability of the political parties to reach a consensus on the federal budget in the fourth quarter will likely lead to persistent budgetary battles and gridlock in the new year, creating an environment of continued economic uncertainty. The economy dodged a bullet at the end of 2011 when Congress approved a two-month extension of the payroll tax cut and unemployment benefits. Negotiations in January and February will likely lead to a full-year application of these measures. Nonetheless, it may still have negative implications for consumer spending, which had a positive impact on growth in the second half of 2011. Given the decline in the savings rate, and stagnant growth in real disposable income, a failure of policy makers to extend the programs coupled with a decline in confidence would likely damage momentum in consumption over the first half of 2012. Further unconventional policy from the FOMC is expected, following the release of the December 13th meeting minutes. The enhancement in the FOMC's communications (to include projections of the fed funds rate following the January 24-25 meeting) was likely a first step to another eventual round of asset purchases, which may include agency mortgage backed securities. Given relative weakness in measures of inflation, an uncertain fiscal situation, and a still high unemployment rate, risks are for further policy intervention from the Federal Reserve.

This information is an excerpt from an economic report dated December 2011 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

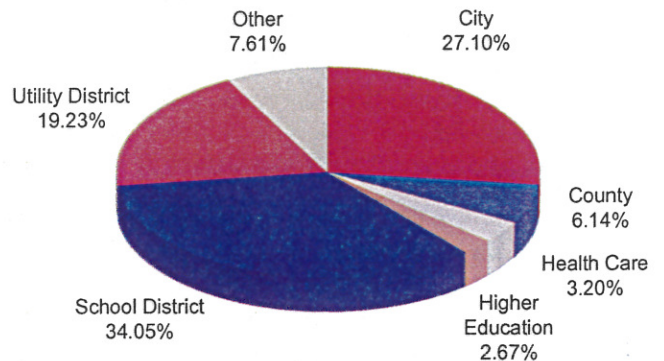
For more information about TexSTAR, please visit our web site at www.texstar.org.

Information at a Glance

Portfolio by Type of Investment As of December 31, 2011



Portfolio by Maturity As of December 31, 2011



Distribution of Participants by Type As of December 31, 2011

Historical Program Information

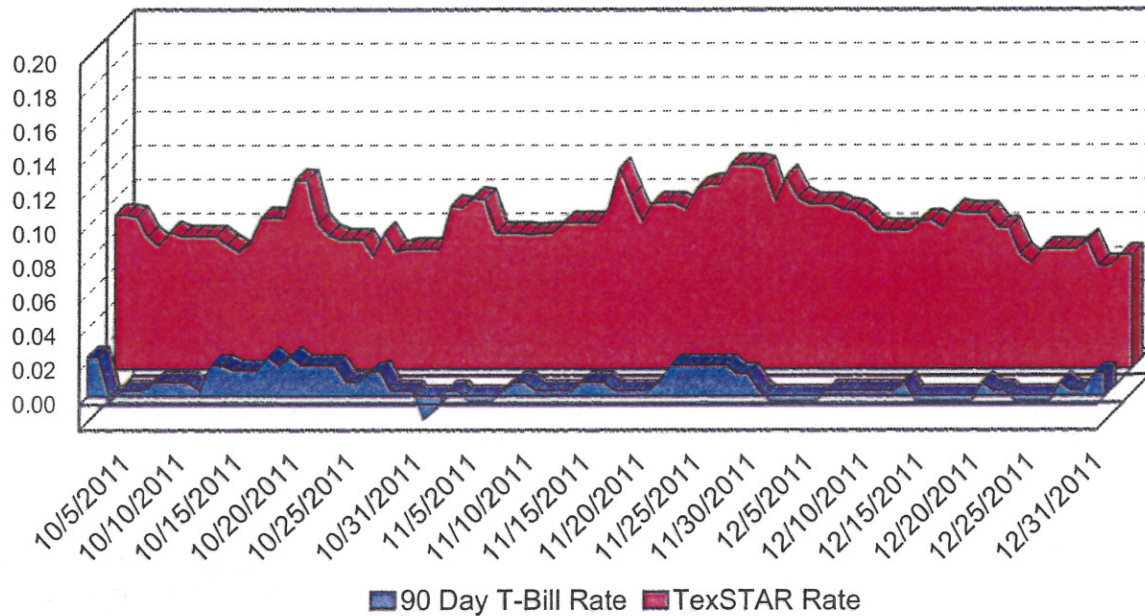
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Dec 11	0.0815%	\$5,164,291,074.36	\$5,164,844,831.26	1.000107	48	79	749
Nov 11	0.0973%	4,964,174,535.92	4,964,899,185.74	1.000145	48	80	747
Oct 11	0.0807%	5,191,742,744.46	5,192,081,793.52	1.000065	47	74	745
Sep 11	0.0906%	5,218,150,511.94	5,218,680,416.17	1.000100	46	76	741
Aug 11	0.0940%	4,773,149,074.88	4,773,628,030.81	1.000100	45	69	735
Jul 11	0.0746%	4,990,872,181.48	4,991,025,373.13	1.000030	38	55	735
Jun 11	0.0889%	5,280,726,280.87	5,281,501,501.41	1.000146	50	69	733
May 11	0.0863%	5,566,580,016.75	5,567,478,247.07	1.000161	46	66	732
Apr 11	0.1108%	5,661,130,480.00	5,662,108,871.87	1.000172	50	72	731
Mar 11	0.1408%	5,949,037,975.79	5,949,804,553.22	1.000128	50	73	730
Feb 11	0.1476%	6,548,224,886.40	6,548,880,605.37	1.000100	48	71	729
Jan 11	0.1637%	6,541,049,111.05	6,541,464,771.26	1.000063	39	66	726

Portfolio Asset Summary as of December 31, 2011

	Book Value	Market Value
Uninvested Balance	\$ 297.61	\$ 297.61
Accrual of Interest Income	714,497.50	714,497.50
Interest and Management Fees Payable	(605,409.03)	(605,409.03)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	2,599,653,000.00	2,599,653,000.00
Government Securities	2,564,528,688.28	2,565,082,445.18
Total	\$ 5,164,291,074.36	\$ 5,164,844,831.26

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 December be subject to change. The TexSTAR management fee December be waived in full or in part at the discretion of the TexSTAR co-administrators and the TexSTAR rate for the period shown reflects waiver of fees. This table represents investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment at \$1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the TexSTAR pool to the T-Bill Yield, you should know that the TexSTAR pool consist of allocations of specific diversified securities as detailed in the respective Information Statements. The T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-day T-Bill.

Daily Summary for December 2011

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
12/1/2011	0.1006%	0.000002755	\$4,949,029,006.88	1.000131	50	81
12/2/2011	0.0970%	0.000002657	\$4,926,366,285.20	1.000106	51	82
12/3/2011	0.0970%	0.000002657	\$4,926,366,285.20	1.000106	51	82
12/4/2011	0.0970%	0.000002657	\$4,926,366,285.20	1.000106	51	82
12/5/2011	0.0938%	0.000002569	\$4,890,220,431.99	1.000106	51	82
12/6/2011	0.0929%	0.000002546	\$4,868,158,081.53	1.000138	52	83
12/7/2011	0.0881%	0.000002413	\$4,795,432,406.00	1.000143	52	83
12/8/2011	0.0817%	0.000002238	\$4,877,642,466.03	1.000014	51	81
12/9/2011	0.0816%	0.000002236	\$5,011,164,600.21	1.000132	47	77
12/10/2011	0.0816%	0.000002236	\$5,011,164,600.21	1.000132	47	77
12/11/2011	0.0816%	0.000002236	\$5,011,164,600.21	1.000132	47	77
12/12/2011	0.0870%	0.000002384	\$5,032,592,451.46	1.000143	50	80
12/13/2011	0.0875%	0.000002396	\$5,015,452,114.20	1.000138	51	80
12/14/2011	0.0835%	0.000002287	\$5,022,101,298.32	1.000126	50	80
12/15/2011	0.0931%	0.000002552	\$5,011,072,829.62	1.000127	50	79
12/16/2011	0.0918%	0.000002516	\$4,982,213,041.71	1.000125	48	77
12/17/2011	0.0918%	0.000002516	\$4,982,213,041.71	1.000125	48	77
12/18/2011	0.0918%	0.000002516	\$4,982,213,041.71	1.000125	48	77
12/19/2011	0.0830%	0.000002273	\$4,958,107,257.81	1.000122	48	77
12/20/2011	0.0827%	0.000002267	\$4,947,324,306.99	1.000119	48	77
12/21/2011	0.0677%	0.000001856	\$4,967,501,239.02	1.000114	47	81
12/22/2011	0.0625%	0.000001711	\$4,952,441,884.56	1.000125	48	81
12/23/2011	0.0704%	0.000001928	\$4,972,436,427.16	1.000129	45	78
12/24/2011	0.0704%	0.000001928	\$4,972,436,427.16	1.000129	45	78
12/25/2011	0.0704%	0.000001928	\$4,972,436,427.16	1.000129	45	78
12/26/2011	0.0704%	0.000001928	\$4,972,436,427.16	1.000129	45	78
12/27/2011	0.0752%	0.000002059	\$4,962,438,107.92	1.000129	45	78
12/28/2011	0.0607%	0.000001663	\$5,027,265,232.20	1.000130	44	77
12/29/2011	0.0608%	0.000001666	\$5,109,460,453.79	1.000118	43	75
12/30/2011	0.0669%	0.000001833	\$5,164,291,074.36	1.000107	42	74
12/31/2011	0.0669%	0.000001833	\$5,164,291,074.36	1.000107	42	74
Average	0.0815%	0.000002233	\$4,979,477,393.78		48	79

TexSTAR Participant Services
First Southwest Asset Management, Inc.
325 North St. Paul Street, Suite 800
Dallas, Texas 75201



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>Melinda Garrett</i>	<i>Houston ISD</i>	<i>Governing Board Treasurer</i>
<i>Michael Bartolotta</i>	<i>First Southwest Company</i>	<i>Governing Board Secretary</i>
<i>Will Williams</i>	<i>JP Morgan Chase</i>	<i>Governing Board Asst. Sec./Treas.</i>
<i>Hardy Browder</i>	<i>City of Cedar Hill</i>	<i>Advisory Board</i>
<i>Oscar Cardenas</i>	<i>Northside ISD</i>	<i>Advisory Board</i>
<i>Stephen Fortenberry</i>	<i>McKinney ISD</i>	<i>Advisory Board</i>
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<i>Becky Brooks</i>	<i>Government Resource Associates, LLC</i>	<i>Advisory Board</i>
<i>Len Santow</i>	<i>Griggs & Santow</i>	<i>Advisory Board</i>

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

FirstSouthwest 

J.P.Morgan
Asset Management