

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

RESOLUTION NO. 12-042

**APPROVE AN INCREASE TO 75 M.P.H. OF THE MAXIMUM SPEED LIMIT
ON THE 183A TURNPIKE.**

WHEREAS, pursuant to legislation enacted in 2011, the Mobility Authority is authorized to increase the maximum speed limit on its roadways from 70 miles per hour to 75 miles per hour in accordance with procedures required by state law; and

WHEREAS, the Board has reviewed and considered the "183A Toll Road 2012 Speed Zone Study" prepared by HNTB Corporation, the engineering and traffic investigation required by law to support a change in the established speed limits for the 183A Turnpike; and

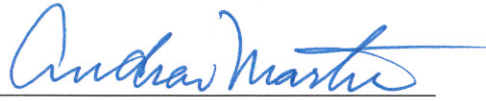
WHEREAS, the Board has determined that a maximum of 75 miles per hour is a safe and reasonable speed for those who travel on the tolled mainlanes of the 183A Turnpike, as recommended by the HNTB speed zone study, and that it is in the best interests of the Mobility Authority and those who travel on the tolled mainlanes of the 183A Turnpike to establish a maximum speed limit of 75 miles per hour.

NOW THEREFORE, BE IT RESOLVED, that the Board accepts the "183A Toll Road 2012 Speed Zone Study" prepared by HNTB Corporation, and hereby approves the recommended maximum speed limit of 75 miles per hour on the tolled mainlanes of the 183A Turnpike; and

BE IT FURTHER RESOLVED, that the Board hereby amends Section 301.030 of the Mobility Authority Policy Code to be consistent with this resolution, with the amended language of that section to read in its entirety as shown on Attachment A to this resolution.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of July, 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: 12-042
Date Passed: 7/25/2012

Attachment A

Sec. 301.030 183A Turnpike

The maximum speed of motor vehicles on the 183A Turnpike shall be limited to ~~75~~ 70 miles per hour except within construction, transitional or reduced speed zones or during any period of adverse atmospheric or weather conditions. Notwithstanding the foregoing, the maximum speed of motor vehicles on the portion of the 183A Turnpike as Frontage Roads lying north of FM 1431 shall be 60 miles per hour.

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

RESOLUTION NO. 12-043

**APPROVE AN ADVANCE FUNDING AGREEMENT WITH THE TEXAS
DEPARTMENT OF TRANSPORTATION FOR THE HERO PROGRAM.**

WHEREAS, the Mobility Authority filed an application with the Capital Area Metropolitan Planning Organization ("CAMPO") for funding to extend in time and scope the Highway Emergency Response Operators program for providing assistance to motorists traveling on certain highways in Central Texas; and

WHEREAS, CAMPO and the Texas Transportation Commission have approved the application, and the Texas Department of Transportation is authorized to provide up to \$4,66,695 in funding for the HERO Program under a proposed "Non-Construction Advance Funding Agreement for a Surface Transportation Program: Metropolitan Mobility," a copy of which is attached and incorporated into this resolution as Attachment A (the "AFA"), subject to the Board's approval and authorization to enter into the AFA; and

WHEREAS, the Board has determined it is in the best interests of the Mobility Authority and the traveling public to continue and expand the HERO Program using the funds to be made available under the AFA.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby approves the AFA and authorizes the Executive Director to execute the AFA for HERO Program funding in the form or substantially the same form attached to this resolution as Attachment A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of July, 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: 12-043
Date Passed: 7/25/2012

Attachment A

HERO Program Advance Funding Agreement

(on the following 11 pages)

STATE OF TEXAS §
COUNTY OF TRAVIS §

**NON-CONSTRUCTION
ADVANCE FUNDING AGREEMENT
for a
Surface Transportation Program:
Metropolitan Mobility**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation (TxDOT), called the "State", and Central Texas Regional Mobility Authority, acting by and through its duly authorized officials, called the "Local Government."

BACKGROUND

Federal law establishes federally funded programs for transportation improvements to implement its public purposes, including the Highway Emergency Response Operators Program (HERO). Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and Federal funds. The Texas Transportation Commission passed Minute Order Number 113074, which provides for development of and funding for the Project identified in this agreement. The Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, 20__, which is attached to and made part of this agreement as Attachment A.

NOW THEREFORE, the State and the Local Government agree as follows:

AGREEMENT

1. Period of the Agreement

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the close of ordinary business on March 30, 2016.

2. Scope of Work

The Scope of Work is the Project as detailed in Attachment B, which is attached to and made part of this agreement.

3. Local Project Sources and Uses of Funds

A. The total estimated cost of the Project is shown in Attachment C – Project Budget Estimate, which is attached and made part of this agreement. The State will pay for only those Project costs that have been approved by the Texas Transportation

Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for one hundred percent (100%) of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

- B. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before a federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C. The State will be responsible for securing the Federal and State share of the funding required for the Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- D. The Local Government will be responsible for all non-federal and non-state participation costs associated with the Project, including any overruns in excess of the approved local Project budget. If the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- E. The State will not pay interest on any funds provided by the Local Government.
- F. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- G. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. These funds may only be applied to the Project. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal Government will be promptly paid by the owing party. After final Project accounting, if excess funds remain in the escrow account, those funds may be applied by the State to

the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

- H. If the Project has been approved for a fixed price or incremental payments under 43 TAC §15.52, Attachment C will clearly state the amount of the fixed price or the incremental payment schedule. If the Local government is an Economically Disadvantaged County and if the State has approved adjustments to the standard financing arrangement, Attachment C will reflect those adjustments.
- I. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement 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.
- J. 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.

4. Termination

This agreement may be terminated:

- A. By mutual consent of the parties;
- B. By one party because of a material breach by the other party, in which case the breaching party shall pay any costs incurred because of the breach;
- C. By the State if the Local Government elects not to provide its share of funding, in which case the Local Government shall pay for the State's reasonable actual costs during the Project; or
- D. If the project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds.

5. Amendments

Amendments to this agreement shall be in writing and shall be executed by both parties.

6. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any default. All legal remedies may be pursued by either party and shall be cumulative.

7. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
Executive Director Central Texas Regional Mobility Authority 301 Congress Avenue, Suite 650 Austin, Texas 78701	Director of Contract Services Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

8. Legal Construction

If any provision in this agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision of this agreement. In that case, this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

9. 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.

10. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government.

11. 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. After receiving a written request from the State, the Local Government shall furnish the State with satisfactory proof of its compliance with this Article.

12. Sole Agreement

This agreement supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

13. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

14. Procurement and Property Management Standards

The parties shall comply with the procurement standards established in 49 CFR §18.36 the property management standard established in 49 CFR §18.32.

15. Inspection of Books and Records

The parties shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make those materials available to the State and the Local Government. If the agreement involves federal funds, the same materials shall be made available to the FHWA, the U.S. Office of the Inspector General, and their authorized representatives for review and inspection. Records shall be maintained for four (4) years from the termination of this agreement or until any related litigation or claims are resolved, whichever is later. Additionally, the State, the Local Government, the FHWA, and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

16. Civil Rights Compliance

The Local Government shall comply with the regulations of the U.S. Department of Transportation (DOT) as they relate to non-discrimination, 49 CFR Part 21 and 23 Part 200, and with Executive Order 11246, as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

17. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps

under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

18. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

19. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative

agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

20. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://www.bpn.gov/ccr/default.aspx>;
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

21. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/contact_us/audit.htm.
- C. If expenditures are less than \$500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We

did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

22. Signatory Warranty

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

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Janice Mullenix
Director of Contract Services
Texas Department of Transportation

Date

CSJ #0914-00-358/0914-00-361
District # 14 AUS
Code Chart 64 #60432
Project: HERO Project
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT A
RESOLUTION OR ORDINANCE

CSJ #0914-00-358/0914-00-361
District # 14 AUS
Code Chart 64 #60432
Project: HERO Project
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT B SCOPE OF WORK

The Local Government will provide the Highway Emergency Response Operator (HERO) Patrol Service Program. The HERO program provides emergency roadside assistance services to improve traffic operations, increase safety, and enhance mobility on the I-35 and US 183 corridors throughout Austin. Services provided by the Program include: staff, vehicles, and materials necessary for roadside assistance with vehicle breakdowns. The HERO program assists law enforcement agencies and/or other emergency and support response agencies with incident management following accidents; and facilitating roadway clean-up. The Program operates along the I-35 mainlanes and frontage roads between SH-130, north of Georgetown, and Yarrington Road, south of Kyle, along with coverage of US 183 from I-35, north to Lakeline Blvd. Service coverage is performed by six trucks from 6 a.m. to 8 p.m., Monday through Friday except for Local Government approved holidays, unless otherwise requested by the local government, under additional services.

The Local Government shall provide the following deliverables:

- Quarterly activity report that summarizes the daily logs prepared by each operator; motorist comment cards and request of service forms;
- Quarterly safety report reflecting safety assignments and/or on the job safety incidents involving operators; and
- Quarterly incident response report that includes information on incident response; roadway, and incident clearance times.

CSJ #0914-00-358/0914-00-361
 District # 14 AUS
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 Not Research and Development

**ATTACHMENT C
 PROJECT BUDGET ESTIMATE**

Costs will be allocated based on 80% Federal funding and 20% State funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
HERO For Obligation in 2013	\$1,931,250	80%	\$1,545,500	20%	\$386,250	0%	\$0
HERO For Obligation in 2014	\$2,703,750	80%	\$2,163,000	20%	\$540,750	0%	\$0
Direct State Costs 3%	\$ 139,050	0%	\$0	100%	\$139,050	0%	\$0
Indirect State Costs 7.12%	\$ 192,645	0%	\$0	100%	\$ 192,645	0%	\$0
TOTAL	\$4,966,695		\$3,708,500		\$1,258,695	0%	\$0

Payment by the Local Government to the State \$0

This is an estimate. The final amount of Local Government participation will be based on actual costs.

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

RESOLUTION NO. 12-044

**APPROVE AN AMENDMENT TO THE CONTRACT WITH
W.P. ENGINEERING CONSULTANTS, INC., TO CONTINUE PROVIDING
SERVICES FOR THE HERO PROGRAM.**

WHEREAS, the Mobility Authority entered into a contract with W.P. Engineering Consultants, Inc., effective July 19, 2010, for safety patrol and related services provided under the Highway Emergency Response Operator program ("HERO Program"); and

WHEREAS, the Mobility Authority will receive additional funding to support a continuing and expanded HERO Program, as approved by the Capital Area Metropolitan Planning Organization ("CAMPO") and the Texas Transportation Commission; and

WHEREAS, the Executive Director and W.P. Engineering Consultants, Inc., have agreed to an amendment to the July 19, 2010, contract to implement a continued and expanded HERO Program, a copy of which is attached to this resolution as Attachment A (the "Proposed Amendment"), and the Executive Director recommends approval of the Proposed Amendment.

NOW THEREFORE, BE IT RESOLVED that the Board authorizes the Executive Director to finalize and execute the Proposed Amendment in the form or substantially the same form as Attachment A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of July, 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: 12-044
Date Passed: 7/25/2012

Attachment A
Proposed Amendment
(on the following 6 pages)

**AMENDMENT NO. 3
TO THE
AGREEMENT FOR HIGHWAY EMERGENCY RESPONSE OPERATOR
PATROL SERVICES**

This amendment to the June 19, 2010, Agreement for Highway Emergency Response Operator (“HERO”) Patrol Services (the “HERO Services Agreement”) is dated as of August __, 2012, and is between the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (“Authority”) and W.P. ENGINEERING CONSULTANTS, INC. (“Contractor”).

Contractor provides certain patrol and emergency assistance services to Authority under the HERO Services Agreement. Authority has received additional funding to continue and expand services it provides to the public through Contractor. Authority and Contractor wish to amend the HERO Services Agreement to establish the specific length and scope of services to be provided by Contractor to the Authority as a result of the additional funding made for those services made available to the Authority.

Authority and Contractor therefore agree as follows:

1. The first paragraph of Section 1 of the HERO Services Agreement is hereby amended to read in its entirety as follows:

The Authority hereby retains the Contractor and the Contractor agrees to provide, pursuant to the terms and conditions set forth in this Agreement, highway traffic operations expertise to manage and operate HERO patrol services on the IH-35 mainlanes and frontage roads between SH-130, north of Georgetown, and Yarrington Road, south of Kyle, and along the US 183 mainlanes and frontage roads beginning at its intersection with IH-35 to Lakeline Boulevard (the “Services Area”). The services provided by Contractor to Authority shall include providing staff, vehicles, and materials necessary for roadside assistance with vehicle breakdowns, assisting the Austin Police Department, other authorized law enforcement agencies, or other emergency and support response agencies with incident management following accidents, and facilitating roadway clean-up (the “Services”). The Services are more particularly described in (i) the Scope of Services set forth in Attachment “A,” attached hereto and made a part hereof, and (ii) the Q&A set forth in Attachment “B,” attached hereto and made a part hereof.

2. Section 1 of the HERO Services Agreement is hereby amended add a new third paragraph to that section, to read in its entirety as follows:

The Authority will issue two separate Notices to Proceed for services performed under this amendment. The first Notice to Proceed will be issued for only the mobilization cost. The second Notice to Proceed will be issued for patrol services on the IH-35 mainlanes and frontage roads between SH-130, north of Georgetown, and Yarrington Road, south of Kyle, and along the US 183 mainlanes and frontage roads beginning at its intersection with IH-35 to Lakeline Boulevard.

3. Subsection (A), Section 2 of the HERO Services Agreement is hereby amended to read in its entirety as follows:

The maximum amount payable under this Agreement is \$4,600,000. In no event may the aggregate amount of compensation paid to Contractor pursuant to this Agreement exceed \$1,800,000; *provided however*, that to the extent Contractor performs services not otherwise included within the Services set forth in this Agreement and such services are performed pursuant to the written instruction or written direction of the Authority, such services will not be subject to the maximum amount payable hereunder.

4. The first paragraph of Subsection (B), Section 2 of the HERO Services Agreement is hereby amended to read in its entirety as follows:

The Authority agrees to pay, and the Contractor agrees to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Agreement, a one-time mobilization fee of \$185,000, monthly labor costs, and charges for vehicles, equipment, and materials as set forth in the Contractor's Bid Tab dated July 3, 2012, attached hereto and incorporated herein as Attachment "C" The compensation set forth in Attachment "C" will be valid through March 30, 2016."

5. Attachment "C" (the Contractor's Bid Tab dated January 24, 2010) to the HERO Services Agreement is hereby deleted, and the Attachment "C" (dated July 3, 2012) attached to this amendment is hereby substituted in its entirety.

6. The first sentence of the second paragraph of Subsection (C), Section 2 of the HERO Services Agreement is hereby amended to read in its entirety as follows:

To establish the Basic Fuel Index (BF) under this Section 2(C), the Authority will use the "Current" average price for "Diesel" from the *AAA's Daily Fuel Gauge Report* for the Austin-San Marcos region published at:

<http://www.fuelgaugereport.com/TXmetro.asp>

on the date the second Notice to Proceed is issued to Contractor pursuant to Section 1 of this agreement, as amended.

7. Section 3 of the HERO Services Agreement is hereby amended to read in its entirety as follows:

3. Time of Performance.

- A. This Agreement shall terminate on July 18, 2013, unless:

- i. prior to that date, the termination date is extended by mutual written consent of the parties for up to two successive one year renewal periods; or

- ii. before a termination date established under this section, an earlier termination date is provided by Authority in a written notice from the Authority to Contractor that no additional HERO program funding is available under that certain “Non-Construction Advance Funding Agreement for a Surface Transportation Program: Metropolitan Mobility” between the Mobility Authority and the Texas Department of Transportation, effective _____; provided, however, that a termination date established under this subsection (A)(ii) shall be no earlier than 30 days after the date of the written notice to Contractor.

B. The Authority may terminate this Agreement at its sole option, at any time, with or without cause, by providing 30 days written notice to Contractor of its intention to terminate and the termination date established by that notice. Upon such termination, the Authority shall enter into a settlement with the Contractor upon an equitable basis as determined by the Authority, which shall fix the value of the work performed by the Contractor prior to the termination date.

8. Section 9 of the HERO Services Agreement is hereby amended to read in its entirety as follows:

The Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, codes and with the orders and decrees of any courts or the Texas Department of Transportation in any matter affecting the performance of Services under this Agreement, including, without limitation, workers’ compensation laws, antidiscrimination laws, environmental laws, minimum and maximum salary and wage statutes and regulations, health and safety codes, licensing laws and regulations, the Authority’s enabling legislation (Chapter 370 of the Texas Transportation Code), and all amendments and modifications to any of the foregoing, if any. The Contractor shall also comply with the Authority’s policies and procedures. When requested, the Contractor shall furnish the Authority with satisfactory proof of compliance with laws, statutes, ordinances, rules, regulations, codes, orders, and decrees.

For all services that are funded under the American Recovery and Reinvestment Act of 2009 (“ARRA”), in addition to complying with all applicable federal and state laws and regulations, the Contractor shall comply with all requirements of ARRA, including, but not limited to: 1) the periodic reporting requirements set forth in Section 1201(c), Section 1512(c), and Section 1609, including the submission of required forms FHWA 1585, FHWA 1586, FHWA 1587, and FHWA 1589; 2) the Disadvantaged Business Enterprise (“DBE”) requirements set forth in Section 1101(b) of Public Law 109-59 and more particularly described in Attachment “D” and in Amendment No. 1 to the Agreement for Highway Emergency Response Operator Patrol Services, and 2) Federal Minimum Wage requirements.

For all services that are funded through Surface Transportation Program – Metropolitan Mobility (STP-MM), in addition to complying with all applicable federal and state laws and regulations, the Contractor shall comply with all requirements of STP-MM, including, but not limited to: 1) the Disadvantaged

Business Enterprise (“DBE”) requirements set forth in Section 1101(b) of Public Law 109-59 and more particularly described in Attachment “D” and Amendment No. 1 to the Agreement for Highway Emergency Response Operator Patrol Services, and 2) Federal Minimum Wage requirements.

9. Section 1.0 GENERAL DESCRIPTION OF SERVICES of Attachment “A” (Scope of Services) to the HERO Services Agreement is hereby amended to read in its entirety as follows:

1.0 GENERAL DESCRIPTION OF SERVICES

The Contractor shall furnish all personnel, supervision, expertise, vehicles, equipment, materials, parts, licenses, supplies, and incidentals necessary to provide Highway Emergency Response Operator Patrol (HERO Patrol) Services to the Services Area, to minimize traffic congestion and improve highway safety by clearing damaged or disabled vehicles from the roadway lanes or shoulders and providing traffic control and scene protection at any incident. The corridors shall include the parallel frontage roads and limited distances east and west of the corridor along major arterial routes although priority for response during peak periods and multiple incident occurrences shall be along the mainlanes, provided that the referenced distance east and west of the corridor shall include only such area established as a temporary detour by authorized law enforcement.

The services to be provided by the Contractor shall include, but not be limited to, patrolling the Services Area to: (a) render motorist assistance (i.e., clearing disabled vehicles from travel lanes, changing flat tires, jump-starting batteries); (2) mitigate and remove minor non-hazardous spills (not to exceed five (5) gallons) and debris from the highway; (3) assist the Austin Police Department (APD), other authorized law enforcement agencies, and other emergency and support response agencies during incidents; and (4) having a basic knowledge and recognition of hazardous materials and immediately reporting spills of hazardous materials to the appropriate authority. The Contractor shall additionally designate one of its patrol operators to participate in the Austin-area Incident Management for Highways (AIMHigh) Team meetings that occur every other month to encourage coordination and cooperation with other area incident responders.

The Contractor shall provide vehicles and personnel to patrol four zones along the IH-35 corridor and one zone along US 183 from 5:30 AM to 8:30 PM, Monday through Friday, with patrols occurring between 6:00 AM to 8:00 PM, Monday through Friday, except for Authority approved holidays, unless otherwise requested by the Authority under additional services.

1.1 Patrol Zones

On IH-35, the service limits (mainlanes and frontage roads) extend from between SH-130, north of Georgetown, and Yarrington Road, south of Kyle, along with coverage of US 183, the service limits (mainlanes and frontage roads) between its intersections with IH-35 and Lakeline Boulevard. Five potential patrol zones (depicted in attached

exhibit “HERO PATROL ZONES”), and the anticipated number of HERO Patrol vehicles necessary to meet response time requirements, are identified as follows:

Route	Zone Limits (north to south)		Approximate Centerline Mileage	Number of HERO Patrol Vehicles
IH-35	Zone 1	SH 130 to FM 3406	11	1
	Zone 2	FM 3406 to IH 35/ US 183	14	1
	Zone 3	IH 35/US 183 to Hwy 71	9	2
	Zone 4	Hwy 71 to Yarrington Rd (Co Rd 159)	20	1
US 183	Zone 5	IH-35 to Lakeline Blvd	12	1
Total			66 miles	6 vehicles

The Contractor may suggest alternate patrol zones and/or vehicle requirements as long as response time requirements are able to be met. The Contractor shall also retain a fully-equipped “backup” vehicle identical to the regular patrol vehicles to replace any of the patrol vehicles that are unavailable for any reason. As such, the Contractor shall provide a total of seven HERO Patrol vehicles.”

10. Figure 1. Highway Emergency Response Operator (HERO) Patrol Zones on page A-3 of Attachment “A” (Scope of Services) to the HERO Services Agreement is hereby deleted, and the “Figure 1. Highway Emergency Response Operator (HERO) Patrol Zones” attached to this amendment is hereby substituted in its entirety.
11. Section 1.2 Hours of Operation of Attachment “A” (Scope of Services) to the HERO Services Agreement is hereby amended to read in its entirety as follows:

1.1 Hours of Operation

The Contractor shall provide vehicles and personnel to patrol sections of the IH-35 corridor and a section of US 183 from IH-35 from 6:00 AM to 8:00 PM (14 hours a day), Monday through Friday (five days a week), excluding Authority approved holidays. The HERO Patrol shall operate regardless of weather conditions. Weekend and overtime work to accommodate significant special events or other may be required and must be authorized by the Authority or its designate. It being understood that the cost of any such approved weekend or overtime work will be borne by the Authority and such costs will not be included in the maximum amount payable under this Agreement.

At the beginning of each patrol shift, the Contractor shall dispatch one vehicle to each of Zones 1, 2, 4 and 5 and two vehicles to Zone 3. The operators of such vehicles shall not congregate in the zones unless multiple units are required to respond to a single or secondary incident in the same location.

12. The first paragraph of Section 5.1 VEHICLE REQUIREMENTS of Attachment "A" (Scope of Services) to the HERO Services Agreement is hereby amended to read in its entirety as follows:

5.1 Vehicle Specifications

All vehicles in the Contractor's HERO Patrol vehicle fleet for this Agreement shall meet the specific vehicle requirements listed in this Agreement. This Agreement requires seven pickup truck vehicles—a full size, three-quarter (3/4) ton, long-bed pickup capable of carrying the equipment specified in this Agreement (extended cab, four-door trucks are optional). Each vehicle must have seat belts for passengers on both the front and, if a four-door, on rear cab benches. Sample vehicles are depicted in Figure 2. The Contractor may suggest alternative vehicles for use as long as the required HERO Patrol service functions are able to be demonstrated.

13. The eighth, ninth, and tenth paragraphs (beginning at the bottom of page A-21) of Section 5.1 VEHICLE REQUIREMENTS of Attachment "A" (Scope of Services) to the HERO Services Agreement are hereby amended to read in their entirety as follows:

All the vehicles in the Contractor's fleet, except as noted below, shall be diesel and not be older than one year old from their original manufactured date and have less than 5,000 miles on an individual vehicle's odometer on the second Notice To Proceed under this amendment, or be vehicles that are already being used as part of the Authority's existing HERO Program. The Contractor's fleet may include a maximum of two "used" pick-up trucks to meet the minimum required number of vehicles for this Agreement. The two "used" pick-up trucks may be:

- diesel powered, be no more than two years old, and have no more than 100,000 miles (whichever comes first).

All used vehicles shall have verifiable maintenance records available for each vehicle that show the vehicle was consistently maintained according to manufacturer's service/interval recommendations. All body panels and parts on the used vehicles shall meet the same appearance standards as new vehicles.

During the term of this Agreement, diesel powered vehicles shall be replaced with a new vehicle when their mileage reaches 300,000 or the age reaches four years, whichever comes first."

14. Except as specifically provided in this amendment, all other terms and conditions of the HERO Services Agreement are acknowledged and reaffirmed by the parties hereto. In the event a provision of this amendment conflicts with a provision of the HERO Services Agreement, the provision of this amendment shall control.

This Amendment is executed by the parties effective as of August ____, 2012, for all purposes.

“Contractor”

W.P. Engineering Consultants, Inc.

By: _____
Wayne Freise, President

Date: _____

“Authority”

Central Texas Regional Mobility Authority

By: _____
Mike Heiligenstein, Executive Director

Date: _____

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

RESOLUTION NO. 12-045

**APPROVE A WORK AUTHORIZATION WITH HNTB CORPORATION
TO PROVIDE OVERSIGHT AND SUPPORT FOR THE HERO PROGRAM.**

WHEREAS, the Central Texas Regional Mobility Authority ("Mobility Authority") is empowered to procure such goods and services as it deems necessary to assist with its operations and to study and develop potential transportation projects, and is responsible to insure accurate financial records are maintained using sound and acceptable financial practices; and

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

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

WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements necessary for the month of June, 2012, and has caused a Financial Report to be prepared and attached to this resolution as Attachments A.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the Financial Report for June, 2012, attached as Attachment A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of July, 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: 12-045
Date Passed: 7/25/2012

Attachment A

Proposed Work Authorization

(on the following 3 pages)

APPENDIX D

WORK AUTHORIZATION

WORK AUTHORIZATION NO. 12.0

This Work Authorization is made as of this 1st day of August, 2012, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of December 23rd, 2009 (the "Agreement"), between the Central Texas Regional Mobility Authority ("Authority") and **HNTB Corporation** ("GEC"). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

HERO Program Support and Oversight

Section A. - Scope of Services

A.1. GEC shall perform the following Services:

The services to be performed by the GEC will include, but not be limited to, professional services and deliverables for tasks related to the requirements for the HERO Program that is funded by Surface Transportation Program Metropolitan Mobility (STP MM) fund. These services include: general project oversight, oversight of Local Government Project Procedures (LGPP) and preparation of reimbursement requests.

A.2. The following Services are not included in this Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the Authority.

Development of detailed studies and/or reports related to the cost benefit of the HERO Program

A.3. In conjunction with the performance of the foregoing Services, GEC shall provide the following submittals/deliverables (Documents) to the Authority:

LGPP Reimbursement Requests and required supporting documentation related to LGPP

Section B. - Schedule

GEC shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Services defined herein shall expire December 31, 2014 with the expiration of the Agreement unless the Agreement is extended. If the Agreement is extended, this WA shall expire April 30, 2016 or when all tasks associated with the Scope of Services are complete.

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed \$50,000 based on a Cost Plus fee listed in Attachment B – Fee Estimate. Compensation shall be in accordance with the Agreement.

The Authority and the GEC agree that the budget amounts contained in Attachment B-Fee Estimate for the GEC are estimates and that these individual figures may be redistributed and/or adjusted as necessary over the duration of this Work Authorization. The GEC may alter the compensation distribution between tasks or work assignments to be consistent with the Services actually rendered within the total Work Authorization amount. The GEC shall not exceed the maximum amount payable without prior written permission by the Authority.

C.2. Compensation for Additional Services (if any) shall be paid by the Authority to the GEC according to the terms of a future Work Authorization.

Section D. - Authority’s Responsibilities

The Authority shall perform and/or provide the following in a timely manner so as not to delay the Services of the GEC. Unless otherwise provided in this Work Authorization, the Authority shall bear all costs incident to compliance with the following:

N/A

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Work Authorization:

N/A

Except to the extent expressly modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

Authority:

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

By: _____

Name: Mike Heiligenstein

Title: Executive Director

Date: _____

GEC:

HNTB Corporation

By: _____

Name: _____

Title: _____

Date: _____

HERO Program
Support and
Oversight

ATTACHMENT B
FEE ESTIMATE

CONTRACT NO. 46837
WORK AUTHORIZATION #12

TASK DESCRIPTION	CLASSIFICATION				TOTAL HOURS BY TASK
	Group Director / Program Manager	Project Manager II	Project Analyst	Office Tech Specialist II	
HERO Program Oversight and LGPP Requirements					
a. Document Control				60	60
b. Prepare and Review Monthly Reimbursement Requests		20		60	80
c. Verify LGPP requirements are being met				60	60
d. Prepare and Review Monthly Progress Reports		8	40	40	88
e. Program Oversight & Support	24	40	10	80	154
TOTAL HOURS	24	68	50	300	442
BASE RATE	\$ 100.00	\$ 58.00	\$ 30.00	\$ 32.00	
TOTAL LABOR	\$ 2,400	\$ 3,944	\$ 1,500	\$ 9,600	\$ 17,444
Overhead Rate 148.13%	\$ 3,555	\$ 5,842	\$ 2,222	\$ 14,220	\$ 25,840
Profit 12.00%	\$ 715	\$ 1,174	\$ 447	\$ 2,858	\$ 5,194
TOTAL	\$ 6,670	\$ 10,961	\$ 4,169	\$ 26,679	\$ 48,478

TOTALS	ITEM
Miscellaneous Expenses - (Estimated)	\$ 1,522
Labor Total	\$ 48,478
TOTAL WORK AUTHORIZATION AMOUNT	\$ 50,000

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

RESOLUTION NO. 12-046

**APPROVE AN AMENDMENT TO THE GEC MASTER CONTRACT
WITH ATKINS NORTH AMERICA, INC., TO PROVIDE CONTINUED
OPERATIONS AND MAINTENANCE, TRUST INDENTURE,
AND FUTURE PROJECT DEVELOPMENT SUPPORT.**

WHEREAS, the Mobility Authority and Atkins North America, Inc., (“Atkins”) are parties to that certain Agreement for General Consulting Civil Engineering Services dated January 4, 2010 (the “Master Contract”); and

WHEREAS, the Executive Director and Atkins have discussed changes to procedures established by the Master Contract that should result in increased efficiency and better oversight of Atkins’ work to support the Mobility Authority’s operations and maintenance, trust indenture requirements, and development of future projects; and

WHEREAS, the Executive Director recommends approval of the proposed Second Amendment to Agreement for General Consulting Civil Engineering Services that is attached to this resolution as Attachment A (the “Proposed Amendment”).

NOW THEREFORE, BE IT RESOLVED that the Board authorizes the Executive Director to finalize and execute the Proposed Amendment in the form or substantially the same form as Attachment A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of July, 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: 12-046
Date Passed: 7/25/2012

Attachment A
Proposed Amendment
(on the following 3 pages)

**SECOND AMENDMENT TO
AGREEMENT FOR GENERAL CONSULTING CIVIL ENGINEERING SERVICES
BETWEEN
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AND
ATKINS NORTH AMERICA, INC.**

This Second Amendment to the Agreement for General Consulting Civil Engineering Services between the Central Texas Regional Mobility Authority (Authority) and Atkins North America, Inc. (formerly Post, Buckley, Schuh & Jernigan, Inc.) (GEC) is made for the purpose of modifying Section 2 and Section 14 of the Agreement for General Consulting Civil Engineering Services (Agreement) between CTRMA and GEC dated January 4, 2010.

The last sentence in Section 2 is deleted in its entirety and hereby replaced with the following:

The GEC shall only be compensated for those activities undertaken in connection with a validly issued Work Authorization and in connection with the Scope defined in Appendix A.

Section 14 is deleted in its entirety and hereby replaced with the following:

14. WORK AUTHORIZATIONS.

a. **Formal Work Authorizations.** Work shall be in accordance with the scope, schedule, and budget set forth in each Formal Work Authorization. The standard form of Formal Work Authorization is attached hereto as Appendix D and made a part hereof, which standard form may be modified during the term of this Agreement upon the reasonable request of the Authority. Upon oral directive from the Authority, the GEC shall prepare the Formal Work Authorization for the specific task, to be submitted for the Authority's approval. No work shall begin on the activity until the Formal Work Authorization is approved and fully executed. The basis for payment on each Formal Work Authorization will be either (i) lump sum, (ii) cost plus to a maximum, or (iii) unit billing rate, or some combination of these methods, as stipulated in the Formal Work Authorization. In neither case will the maximum be exceeded without prior written approval from the Authority. The maximum fee allowable for the performance of services

under each Formal Work Authorization shall be computed as described in Section 4. The costs associated with work performed on any Formal Work Authorization will be tracked and reported to the Authority separately from other work performed by the GEC. The monthly invoice to the Authority will include a progress summary of the work performed the previous month on each ongoing Formal Work Authorization.

b. Letter Agreements. Work shall be in accordance with the budget documented in each Letter Agreement and in accordance with the scope in Appendix A. In relation to the Authority's annual budget development and Board approval process, the Authority and the GEC will identify an annual work program and associated budget for those activities identified for a given fiscal year. The Authority and GEC will prepare Letter Agreements which will formally document a portion of said fiscal year budget as a not to exceed amount to be paid to the GEC in return for the performance of the associated services. No work shall begin on these services until the Letter Agreement is approved and fully executed by the Authority's Director of Engineering. The basis for payment on each Letter Agreement will be either (i) lump sum, (ii) cost plus to a maximum, or (iii) unit billing rate, or some combination of these methods, as stipulated in the Letter Agreement. In neither case will the maximum be exceeded without prior written approval from the Authority. The maximum fee allowable for the performance of services under each Letter Agreement shall be computed as described in Section 4. The costs associated with work performed on any Letter Agreement will be tracked and reported to the Authority separately from other work performed by the GEC. The monthly invoice to the Authority will include a progress summary of the work performed the previous month on each ongoing Letter Agreement. The compensation for these services shall be in accordance with the Agreement. These services will not be performed by the GEC until directed by the Authority.

Except to the extent expressly modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

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

Authority:

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

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

GEC:

ATKINS NORTH AMERICA, INC.

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

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

RESOLUTION NO. 12-047

APPROVE AN AMENDMENT TO THE GEC MASTER CONTRACT WITH HNTB CORPORATION TO PROVIDE CONTINUED OPERATIONS AND MAINTENANCE, TRUST INDENTURE, AND FUTURE PROJECT DEVELOPMENT SUPPORT.

WHEREAS, the Mobility Authority and HNTB Corporation (“HNTB”) are parties to that certain Agreement for General Consulting Civil Engineering Services dated December 23, 2009 (the “Master Contract”); and

WHEREAS, the Executive Director and HNTB have discussed changes to procedures established by the Master Contract that should result in increased efficiency and better oversight of HNTB’s work to support the Mobility Authority’s operations and maintenance, trust indenture requirements, and development of future projects; and

WHEREAS, the Executive Director recommends approval of the proposed Second Amendment to Agreement for General Consulting Civil Engineering Services that is attached to this resolution as Attachment A (the “Proposed Amendment”).

NOW THEREFORE, BE IT RESOLVED that the Board authorizes the Executive Director to finalize and execute the Proposed Amendment in the form or substantially the same form as Attachment A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of July, 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: 12-047
Date Passed: 7/25/2012

Attachment A
Proposed Amendment
(on the following 3 pages)

**SECOND AMENDMENT TO
AGREEMENT FOR GENERAL CONSULTING CIVIL ENGINEERING SERVICES
BETWEEN
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AND
HNTB CORPORATION**

This Second Amendment to the Agreement for General Consulting and Civil Engineering Services between Central Texas Regional Mobility Authority ("CTRMA") and HNTB Corporation (the "GEC") is made for the purpose of modifying Section 2, Section 14, and Appendix A of the Agreement for General Consulting and Civil Engineering Services between CTRMA and GEC dated December 23, 2009.

The last sentence in Section 2 is hereby modified to:

The GEC shall only be compensated for those activities undertaken in connection with a validly issued Work Authorization and in connection with the Scope defined in Appendix A.

Section 14 is deleted in its entirety and hereby replaced with the following:

14. WORK AUTHORIZATIONS.

a. **Formal Work Authorizations.** Work shall be in accordance with the scope, schedule, and budget set forth in each Formal Work Authorizations. The standard form of Formal Work Authorization is attached hereto as Appendix D and made a part hereof, which standard form may be modified during the term of this Agreement upon the reasonable request of the Authority. Upon oral directive from the Authority, the GEC shall prepare the Formal Work Authorization for the specific task, to be submitted for the Authority's approval. No work shall begin on the activity until the Formal Work Authorization is approved and fully executed. The basis for payment on each Formal Work Authorization will be either (i) lump sum, (ii) cost plus to a maximum, or (iii) unit billing rate, or some combination of these methods, as stipulated in the Formal Work Authorization. The maximum fee will not be exceeded without prior written approval from the Authority. The maximum fee allowable for the performance of services under each Formal Work Authorization shall be computed as described in Section 4. The costs

associated with work performed on any Formal Work Authorization will be tracked and reported to the Authority separately from other work performed by the GEC. The monthly invoice to the Authority will include a progress summary of the work performed the previous month on each ongoing Formal Work Authorization.

b. Letter Agreements. Work shall be in accordance with the budget documented in each Letter Agreement and in accordance with the scope in Appendix A. In relation to the Authority's Annual Budget development and Board approval process, the Authority and the GEC will identify an annual work program and associated budget for those activities identified for a given fiscal year. The Authority and GEC will prepare Letter Agreements which will formally document a portion of said fiscal year budget as a not to exceed amount to be paid to the GEC in return for the performance of the associated services. No work shall begin on these services until the Letter Agreement is approved and fully executed by the Authority's Director of Engineering. The basis for payment on each Letter Agreement will be either (i) lump sum, (ii) cost plus to a maximum, or (iii) unit billing rate, or some combination of these methods, as stipulated in the Letter Agreement. The maximum fee will not be exceeded without prior written approval from the Authority. The maximum fee allowable for the performance of services under each Letter Agreement shall be computed as described in Section 4. The costs associated with work performed on any Letter Agreement will be tracked and reported to the Authority separately from other work performed by the GEC. The monthly invoice to the Authority will include a progress summary of the work performed the previous month on each ongoing Letter Agreement. The compensation for these services shall be in accordance with the Agreement. These services will not be performed by the GEC until directed by the Authority.

Appendix A is deleted in its entirety and hereby replaced with the following:

APPENDIX A

SCOPE OF SERVICES

The services to be performed by the GEC will include, but not be limited to:

1) TRUST INDENTURE OBLIGATIONS

The GEC shall serve as the Authority's "General Engineering Consultant" as defined and set forth in current and future Authority Trust Agreements, perform the responsibilities of the General Engineering Consultant as assigned by the Trust Indenture, the related Bond Resolutions and amending and supplemental resolutions thereto.

2) OPERATIONS & MAINTENANCE SUPPORT

The GEC shall serve to support operations and maintenance activities that may include utility and driveway permitting, reviewing and assessing maintenance and operations issues along Authority facilities as well as performing design related to operations and maintenance.

3) GENERAL PROGRAM SUPPORT

The GEC shall provide general program support which may include: public involvement and communications, technology, cost estimating, budget and schedule projections, procurement services, Board Meeting agenda preparation and assistance with Board Meetings, meeting attendance, assistance coordinating with peer agencies, preparation of reports and studies, sustainability reporting and development, project management and administration.

4) FUTURE PROJECT DEVELOPMENT

The GEC will be a resource to support development of the Authority's Programs and Projects and may include: preparation of environmental documents, planning and feasibility studies, preliminary and final engineering, utility and right-of-way activities, assistance in the preparation of project funding applications, construction oversight and inspection.

DELIVERABLES

Deliverables may include, but not be limited to, the following:

- Miscellaneous Correspondence
- Annual Inspection Report of Conditions
- GEC Annual Report
- Certification of invoices and progress reports
- Reports, exhibits, presentations, and whitepapers as requested
- Documents associated with the Authority's Board meetings
- Monthly invoices
- Monthly progress reports
- Concept Reports
- Preliminary and Final drafts of proposals, reports, plans and applications
- Driveway and Utility Permit reviews
- Meeting Minutes and Summaries of Stakeholder Meetings
- Public Involvement Information Materials

Additional Scope of Services will be as defined and agreed to by the Authority and GEC in individual Work Authorizations

Except to the extent expressly modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

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

Authority:

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

By: _____

Name: Mike Heiligenstein

Title: Executive Director

Date: _____

GEC:

HNTB Corporation

By: _____

Name: _____

Title: _____

Date: _____

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

RESOLUTION NO. 12-048

ACCEPT THE FINANCIAL REPORTS FOR JUNE, 2012.

WHEREAS, the Central Texas Regional Mobility Authority ("Mobility Authority") is empowered to procure such goods and services as it deems necessary to assist with its operations and to study and develop potential transportation projects, and is responsible to insure accurate financial records are maintained using sound and acceptable financial practices; and

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

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

WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements necessary for the month of June, 2012, and has caused a Financial Report to be prepared and attached to this resolution as Attachments A.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the Financial Report for June, 2012, attached as Attachment A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of July, 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: 12-048
Date Passed: 7/25/2012

Attachment A

Financial Report for June, 2012

Central Texas Regional Mobility Authority

Balance Sheet

As of

June 30, 2012

June 30, 2011

Assets

Current Assets

Cash in Regions Operating Account		58,647		261,630
Cash In TexSTAR	14,035		41,792	
Regions Payroll Account	6,776		62,242	
Restricted cash/cash equivalents				
Fidelity Government MMA	45,098,220		76,452,091	
Restricted Cash-TexStar	55,402,454		31,064,495	
Regions SIB account	0		888	
Overpayment accounts	30,664		19,525	
Total Cash and Cash Equivalents		100,552,149		107,902,665
Accounts Receivable	204,707		157,064	
Due From Employees	18		0	
Due From Other Funds	135,429		0	
Due From TTA	457,666		355,993	
Due From NTTA	52,695		36,761	
Due From HCTRA	80,668		70,647	
Due From TxDOT	1,852,645		4,802,137	
Due From Federal Government	11,079,369		458,134	
Interest Receivable	507,183		98,481	
Total Receivables		14,370,381		5,979,217
Short Term Investments				
Treasuries	4,549,017		4,549,017	
Short Term Investments		193,785,392		22,709,125
Other Current Assets				
Prepaid Insurance		15,922		23,765
Total Current Assets		308,782,491		136,616,426

Construction Work In Process

355,258,719 **204,303,265**

Fixed Assets

Computers(net)		27,774		32,092
Computer Software(net)		137,355		1,280,961
Furniture and Fixtures(net)		11,909		19,845
Equipment(net)		38,968		45,586
Autos and Trucks(net)		21,270		27,593
Buildings and Toll Facilities(net)		6,167,573		6,344,131
Highways and Bridges(net)		172,752,315		177,719,522
Communication Equipment(net)		951,443		1,142,276
Toll Equipment(net)		2,083,573		2,545,354
Signs(net)		4,933,836		5,089,093
Land Improvements(net)		1,112,550		1,178,354
Right of Way		24,683,553		24,683,553
Leasehold Improvements		57,898		59,556
Total Fixed Assets		212,980,017		220,167,916

Long Term Investments

GIC (Restricted)		0		266,522,987
Agencies-LT		18,145,913		44,308,040

Other Assets

Security Deposits		8,644		9,483
Intangible Assets		650		650
Total Bond Issuance Costs		15,152,758		16,095,507

Total Assets

910,329,192

888,024,274

Liabilities**Current Liabilities**

Accounts Payable	11,504,297	29,815,436
Overpayments	31,558	20,132
Salaries Payable	47,722	22,416
Interest Payable	21,573,937	8,084,628
Due to other Funds	135,429	0
Deferred Compensation Payable	(0)	18,602
TCDRS Payable	59,457	58,772
Medical Reimbursement Payable	194	2,453
Due to other Entities	0	3,617
FICA Payable	0	12,464
FICA MED Payable	0	3,888
Federal Withholding Payable	0	23,629
Due to State of Texas	0	2,202
Total Current Liabilities	33,352,594	38,068,241

Long Term Liabilities

Accrued Vac & Sick Leave Paybl	413,815	413,815
Retainage Payable	0	(1)
Senior Lien Revenue Bonds 2005	172,143,281	173,163,400
Senior Lien Revenue Bonds 2010	101,442,404	98,456,963
Senior Lien Revenue Bonds 2011	306,571,550	305,929,944
Sn Lien Rev Bnd Prem/Disc 2005	4,630,366	4,791,306
Sn Lien Rev Bnd Prem/Disc 2010	168,801	203,591
Tot Sr Lien Rev Bond Pay Pre/D	865,456	1,269,524
Subordinated Lien Bond 2010	45,000,000	45,000,000
Subordinated Lien Bond 2011	70,000,000	70,000,000
Sub Lien Bond 2011 Prem/Disc	(2,074,819)	(2,172,800)
TIFIA note 2008	77,526,562	77,626,562
2010 Regions BAB's Payable	0	0
2011 Regions Draw Down Note	400,000	0
Total Long Term Liabilities	772,288,250	769,687,408
Total Liabilities	805,640,844	807,755,649

Net Assets Section

Contributed Capital	18,334,846	18,334,846
Net Assets beginning	61,930,780	37,764,291
Current Year Operations	24,422,722	24,169,489
Total Net Assets	86,353,502	61,933,780

Total Liabilities and Net Assets

910,329,192	888,024,274
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Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2012	Actual Year to Date 6/30/2012	Percent of Budget	Actual Prior Year to Date 6/30/2011
Revenue				
Operating Revenue				
Toll Revenue-TxTag-183A	21,395,350	17,022,017	79.56%	15,740,530
Toll Revenue-HCTRA-183A	656,250	751,371	114.49%	649,905
Toll Revenue-NTTA-183A	411,600	482,128	117.14%	408,355
Video Tolls	3,004,800	3,822,651	127.22%	3,310,717
Fee revenue	1,252,000	1,525,338	121.83%	1,348,493
Total Operating Revenue	26,720,000	23,603,505	88.34%	21,458,000
Other Revenue				
Interest Income	180,000	208,754	115.97%	239,771
Grant Revenue	800,000	28,423,670	3553%	31,989,492
Reimbursed Expenditures	-	150,000		-
Misc Revenue	2,200	918,366	41744%	2,383
Gain/Loss on Redemption Bonds	-	-	0.00%	1,000
Gain/Loss on Sale of Asset	-	12,342		-
Total Other Revenue	982,200	29,713,133	3025%	32,232,647
Total Revenue	\$ 27,702,200	\$ 53,316,638	192.46%	\$ 53,690,646
Expenses				
Salaries and Wages				
Salary Expense-Regular	2,010,301	1,869,598	93.00%	1,795,329
Part Time Salry Expense	12,000	7,927	66.06%	9,591
Overtime Salary Expense	4,000	-	0.00%	-
Contractual Employees Expense	105,000	9,820	9.35%	36,525
TCDRS	304,235	261,951	86.10%	250,475
FICA	97,856	84,561	86.41%	82,422
FICA MED	30,715	26,813	87.30%	24,789
Health Insurance Expense	204,527	174,546	85.34%	162,667
Life Insurance Expense	5,374	3,551	66.08%	5,576
Auto Allowance Expense	9,000	4,462	49.58%	10,286
Other Benefits	171,305	158,770	92.68%	63,241
Unemployment Taxes	13,059	2,506	19.19%	2,978
Salary Reserve	91,871	-	0.00%	-
Total Salaries and Wages	3,059,243	2,604,506	85.14%	2,443,879

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2012	Actual Year to Date 6/30/2012	Percent of Budget	Actual Prior Year to Date 6/30/2011
Contractual Services				
<u>Professional Services</u>				
Accounting	9,500	27,724	291.83%	5,881
Auditing	55,000	45,931	83.51%	43,751
General Engineering Consultant	1,250,000	991,665	79.33%	1,275,352
General System Consultant	175,000	41,339	23.62%	9,616
Image Processing	600,000	827,592	137.93%	798,784
Facility maintenance	20,000	17,508	87.54%	105,805
HERO	820,000	697,911	85.11%	927,614
Human Resources	80,000	73,059	91.32%	28,638
Legal	250,000	116,440	46.58%	175,463
Photography	15,000	12,549	83.66%	13,795
Total Professional Services	3,274,500	2,851,719	87.09%	3,384,699
<u>Other Contractual Services</u>				
IT Services	45,000	39,792	88.43%	37,132
Graphic Design Services	10,000	400	4.00%	3,509
Website Maintenance	25,000	17,627	70.51%	48,194
Research Services	25,000	3,100	12.40%	26,089
Copy Machine	9,000	6,215	69.06%	7,033
Software Licenses	26,000	805	3.09%	8,719
ETC Maintenance Contract	840,000	703,699	83.77%	876,941
ETC Development	125,000	15,356	12.28%	19,903
ETC Testing	30,000	1,620	5.40%	4,368
Communications and Marketing	170,000	127,232	74.84%	141,556
Advertising Expense	40,000	35,300	88.25%	41,052
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	231,981	92.79%	234,522
Special assignments	5,000	-	0.00%	-
Traffic Management	84,000	69,991	83.32%	66,415
Emergency Maintenance	10,000	-	0.00%	-
Security Contracts	600	-	0.00%	-

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2012	Actual Year to Date 6/30/2012	Percent of Budget	Actual Prior Year to Date 6/30/2011
Roadway Maintenance Contract	300,000	92,084	30.69%	157,775
Landscape Maintenance	280,000	221,456	79.09%	139,276
Signal & Illumination Maint	175,000	142,545	81.45%	138,920
Mowing and litter control	40,000	52,095	130.24%	77,575
Hazardous Material Cleanup	10,000	-	0.00%	-
Striping	75,000	26,459	35.28%	-
Graffiti removal	10,000	-	0.00%	2,125
Cell Phones	10,700	9,266	86.59%	9,781
Local Telephone Service	16,000	13,260	82.87%	11,967
Long Distance	600	-	0.00%	334
Internet	6,000	435	7.25%	3,675
Fiber Optic System	63,000	56,296	89.36%	54,681
Other Communication Expenses	1,500	374	24.92%	1,778
Subscriptions	1,850	658	35.54%	1,464
Memberships	29,100	29,880	102.68%	26,387
Continuing Education	2,000	4,492	224.61%	3,100
Professional Development	5,000	3,490	69.80%	25
Seminars and Conferences	32,500	14,354	44.17%	16,880
Staff-Travel	76,500	46,923	61.34%	43,207
Other Contractual Svcs	125,200	177	0.14%	380
Roadway maintenance contract	-	(210)	0.00%	112,219
TxTag Collection Fees	1,347,791	1,334,845	99.04%	1,350,288
Contractual Contingencies	140,500	34,115	24.28%	27,382
Total Other Contractual Services	4,470,341	3,338,058	74.67%	3,694,652
Total Contractual Services	7,744,841	6,189,777	79.92%	7,079,351
Materials and Supplies				
Books & Publications	16,000	9,776	61.10%	16,452
Office Supplies	10,000	5,554	55.54%	9,860
Computer Supplies	13,000	11,441	88.01%	17,192
Copy Supplies	2,200	1,638	74.45%	1,245
Annual Report printing	10,000	7,673	76.73%	5,354
Other Reports-Printing	20,000	2,000	10.00%	2,451
Direct Mail Printing	5,000	-	0.00%	-
Office Supplies-Printed	3,000	1,985	66.17%	2,099

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2012	Actual Year to Date 6/30/2012	Percent of Budget	Actual Prior Year to Date 6/30/2011
Maintenance Supplies Expense	-	-	0.00%	210
Ice Control Materials	25,000	-	0.00%	-
Maintenance Supplies-Roadway	100,000	9,175	9.17%	-
Promotional Items	10,000	-	0.00%	3,235
Displays	5,000	-	0.00%	-
ETC spare parts expense	30,000	3,178	10.59%	-
Tools & Equipment Expense	1,000	184	18.42%	14
Misc Materials & Supplies	2,000	735	36.73%	413
Total Materials and Supplies	252,200	53,339	21.15%	58,524
Operating Expenses				
Gasoline Expense	5,000	4,999	99.99%	5,083
Mileage Reimbursement	7,500	5,436	72.48%	3,669
Toll Tag Expense	4,100	3,687	89.92%	3,580
Parking	38,595	43,534	112.80%	35,002
Meeting Facilities	450	-	0.00%	100
Community Meeting/ Events	5,000	-	0.00%	500
Meeting Expense	6,750	5,070	75.12%	6,541
Public Notices	2,400	100	4.17%	-
Postage Expense	5,950	665	11.17%	1,374
Overnight Delivery Services	1,600	556	34.72%	170
Local Delivery Services	1,950	6	0.29%	1,558
Insurance Expense	90,000	68,503	76.11%	57,827
Repair & Maintenance-General	500	480	96.09%	158
Repair & Maintenance-Vehicles	100	726	725.74%	3,338
Repair & Maintenance Toll Equip	5,000	2,047	40.94%	-
Rent Expense	190,000	211,666	111.40%	185,771
Water	7,500	5,744	76.59%	6,146
Electricity	83,500	64,481	77.22%	78,235
Other Licenses	250	510	204.00%	235
Community Initiative Grants	65,000	47,500	73.08%	60,250
Non Cash Operating Expenses				
Amortization Expense	1,230,000	1,161,211	94.41%	1,229,616
Dep Exp- Furniture & Fixtures	16,500	7,936	48.10%	14,588
Dep Expense - Equipment	14,500	17,617	121.50%	14,378

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2012	Actual Year to Date 6/30/2012	Percent of Budget	Actual Prior Year to Date 6/30/2011
Dep Expense - Autos & Trucks	5,000	6,323	126.47%	3,933
Dep Expense-Buildng & Toll Fac	177,000	176,558	99.75%	176,558
Dep Expense-Highways & Bridges	5,000,000	4,967,207	99.34%	4,967,207
Dep Expense-Communic Equip	195,000	190,833	97.86%	193,705
Dep Expense-Toll Equipment	465,000	461,781	99.31%	461,781
Dep Expense - Signs	135,000	155,257	115.01%	133,268
Dep Expense-Land Improvmts	52,000	65,804	126.55%	52,769
Depreciation Expense-Computers	6,500	10,269	157.99%	11,382
Total Operating Expenses	7,817,645	7,686,508	98.32%	7,708,722
Financing Expenses				
Arbitrage Rebate Calculation	2,500	5,455	218.20%	5,750
Loan Fee Expense	12,500	12,000	96.00%	11,500
Rating Agency Expense	33,000	5,300	16.06%	31,300
Trustee Fees	2,000	8,000	400.00%	2,000
Bank Fee Expense	7,500	17,380	231.73%	6,606
Continuing Disclosure	4,000	-	0.00%	-
Interest Expense	12,038,096	12,009,794	99.76%	11,875,217
Contingency	15,000	-	0.00%	-
Non Cash Financing Expenses				
Bond issuance expense	385,707	301,858	78.26%	298,307
Total Financing Expenses	12,500,303	12,359,786	98.88%	12,230,680
Other Gains or Losses				
Total Other Gains or Losses	-	-	0.00%	-
Total Expenses	\$ 31,374,232	\$ 28,893,915	92.09%	\$ 29,521,157
Net Income	\$ (3,672,032)	\$ 24,422,722		\$ 24,169,489

INVESTMENTS by FUND

		Balance June 30, 2012		
Renewal & Replacement Fund			TexSTAR	55,416,489.25
TexSTAR	660,349.54		CD's	-
Regions Sweep	0.66		Regions Sweep	45,098,220.12
Agencies		660,350.20	Agencies	211,922,669.98
TxDOT Grant Fund				
TexSTAR	5,418,689.56			
Regions Sweep	3,034,560.79			
Agencies	1,000,000.00	9,453,250.35		\$ 312,437,379.35
Subordinate Lien DS Fund 05				
Regions Sweep	1,886,184.00	1,886,184.00		
Debt Service Reserve Fund 05				
TexSTAR	30,749,682.51			
Regions Sweep	71,924.87			
Agencies	12,236,185.19	43,057,792.57		
Debt Service Fund 05				
Regions Sweep	5,043,330.60	5,043,330.60		
2010 Senior Lien DSF				
TexSTAR	0.15	0.15		
2010-1 Debt Service Fund				
Regions Sweep	1,412,481.81	1,412,481.81		
2010-2 Debt Service Fund				
Regions Sweep	139,243.65	139,243.65		
2011 Debt Service Acct				
Regions Sweep	2,631.75	2,631.75		
2011 Sub Debt DSRF				
Regions Sweep	3,508,806.77			
Agencies	3,500,761.25	7,009,568.02		
Operating Fund				
TexSTAR	14,035.36			
TexSTAR-Trustee	200,403.14			
Regions Sweep	0.00	214,438.50		
Revenue Fund				
TexSTAR	1.00			
Regions Sweep	1,164,934.49	1,164,935.49		
General Fund				
TexSTAR	1,068,136.10			
Regions Sweep	5,819,399.14	6,887,535.24		
2010 Senior Lien Capitalized Interest				
Regions Sweep	531.49			
TexSTAR	3,425,738.45	3,426,269.94		
2010-1 Sub Lien Capitalized Interest				
Regions Sweep	0.00			
TexSTAR	0.00	-		
2010-2 Sub Lien Capitalized Interest				
TexSTAR	250,610.13			
Regions Sweep	1.03	250,611.16		
2011 Sr Capitalized Interest Fund				
Regions Sweep	215,524.09			
Agencies	26,705,782.53	26,921,306.62		
2011 Sub Capitalized Interest Fund				
Regions Sweep	48,639.48			
Agencies	7,057,389.98	7,106,029.46		
2010-1 Sub BABs subsidy				
Regions Sweep	712,031.64	712,031.64		
2010-2 Sub BABs subsidy				
Regions Sweep	185,167.35	185,167.35		
2010 Senior Lien Debt Service Reserve Fund				
TexSTAR	5,554,619.59			
Regions Sweep	21,943.45			
Agencies	3,933,856.87	9,510,419.91		
2010-2 Sub Lien Debt Service Reserve Fund				
TexSTAR	778,705.10			
Regions Sweep	202,494.34			
Agencies	190,000.00	1,171,199.44		
2010-1 Sub Lien Debt Service Reserve Fund				
TexSTAR	1,963,994.14			
Regions Sweep	9,000.14			
Agencies	2,009,500.00	3,982,494.28		
2010-1 Sub Lien Projects Fund				
TexSTAR	1,167,516.53			
Regions Sweep	0.00	1,167,516.53		
2010 Senior Lien Construction Fund				
TexSTAR	1.19			
Regions Sweep	5,764,258.06	5,764,259.25		
2011 Sub Debt Project fund				
TexSTAR	4,163,887.11			
Agencies	43,568,728.33			
Regions Sweep	50,000.00	47,782,615.44		
2011 Senior Lien Project Fund				
TexSTAR	119.65			
Regions Sweep	15,805,130.52			
Agencies	111,720,465.83	127,525,716.00		
		\$ 312,437,379.35		

CTRMA INVESTMENT REPORT

	Month Ending 6 /30/12					Rate June 12
	Balance 5/31/2012	Additions	Discount Amortization	Accrued Interest	Withdrawals	
Amount in Trustee TexStar						
2011 Sub Lien Construction Fund	4,163,415.26			471.85		4,163,887.11
2011 Senior Lien Construction Fund	119.64			0.01		119.65
2010 Senior Lien Construction Fund	1.19					1.19
2010-1 Sub Lien Projects General Fund	1,171,118.52			132.42	3,734.41	1,167,516.53
Trustee Operating Fund	2,670,125.48			160.95	1,602,150.33	1,068,136.10
Renewal and Replacement	175,376.35	450,000.00		26.79	425,000.00	200,403.14
TxDOT Grant Fund	660,274.71			74.83		660,349.54
Revenue Fund	5,418,075.51			614.05		5,418,689.56
Senior Lien Debt Service Reserve Fund	1.00				1.00	1.00
2010 Senior Lien DSF	30,746,197.95			3,484.56		30,749,682.51
2010 Senior Lien Debt Service Reserve Fund	0.15				0.15	0.15
2010-2Sub Lien Debt Service Reserve Fund	5,553,990.14			629.45		5,554,619.59
2010-1Sub Lien Debt Service Reserve Fund	778,616.86			88.24		778,705.10
2010 Senior Lien Capitalized Interest	1,963,771.58			222.56		1,963,994.14
2010-1 Sub Lien Capitalized Interest	3,425,350.24			388.21		3,425,738.45
2010-2 Sub Lien Capitalized Interest	0.09				0.09	0.00
	250,581.73			28.40		250,610.13
	56,977,016.40	450,000.00	0.00	6,322.32	2,030,884.83	55,402,453.89
Amount in TexStar Operating Fund	14,033.77	625,000.00		1.59	625,000.00	14,035.36

Amount in Trustee TexStar
 2011 Sub Lien Construction Fund
 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

CTRMA INVESTMENT REPORT

	Month Ending 6/30/12					Rate June 12
	Balance 5/31/2012	Additions	Discount Amortization	Accrued Interest	Withdrawals	
Regions Sweep Money Market Fund						
Operating Fund	0.00	650,000.00			650,000.00	0.00
2010-1 Sub Lien Project Acct	0.44	3,734.41			3,734.85	0.00
2010 Senior Lien Project Acct	6,615,574.23			999.08	852,315.25	5,764,258.06
2011 Sub Lien Project Acct	0.00			50,000.00		50,000.00
2011 Senior Lien Project Acct	17,403,454.14	4,200,000.00		62,338.53	5,860,662.15	15,805,130.52
2005 Debt Service Fund	4,202,447.74	840,395.83		487.03		5,043,330.60
2011 Senior Lien Debt Service Acct	2,631.41			0.34		2,631.75
2010-1 Debt Service Fund	1,412,321.30	0.09		160.42		1,412,481.81
Subordinate Lien TIFIA DS Fund	1,563,315.19	322,687.69		181.12		1,886,184.00
2010-2 BABs Supplemental Security	2.25	185,165.10				185,167.35
2010-2 Debt Service Fund	139,243.00			0.65		139,243.65
2010-2 Cap I Fund	1.03					1.03
2010 CAP Interest Senior lien	531.42			0.07		531.49
2010-1 CAP Interest	0.00	0.09			0.09	0.00
2011 Sr Cap I Fund	34,420.95			181,103.14		215,524.09
2011 Sub Debt CAP I	817.50			47,821.98		48,639.48
TxDOT Grant Fund	3,034,174.24			386.55		3,034,560.79
Renewal and Replacement	0.66					0.66
Revenue Fund	1,281,155.38	2,463,223.58		147.16	2,579,591.63	1,164,934.49
General Fund	3,060,168.46	4,430,575.08		491.53	1,671,835.93	5,819,399.14
2010 Senior Debt Service Reserve Fund	21,940.65			2.80		21,943.45
2010-1 Debt Service Reserve Fund	0.14			9,000.00		9,000.14
2010-2 Debt Service Reserve Fund	202,493.40			0.94		202,494.34
2011 Sub Debt Service Reserve Fund	3,499,610.93			9,195.84		3,508,806.77
2005 Senior Lien Debt Service Reserve Fund	21,547.12			50,377.75		71,924.87
	42,495,851.97	13,807,813.12	0.00	412,694.93	11,618,139.90	45,098,220.12

Amount in Fed Agencies and Treasuries

Amortized Principal	223,092,551.26	(172,881.29)	10,997,000.00	211,922,669.97
Accrued Interest	223,092,551.26	(172,881.29)	10,997,000.00	211,922,669.97

Certificates of Deposit

Total in Pools	3,000,000.00		3,000,000.00	0.00
	56,991,050.17	1,075,000.00	6,323.91	55,416,489.25

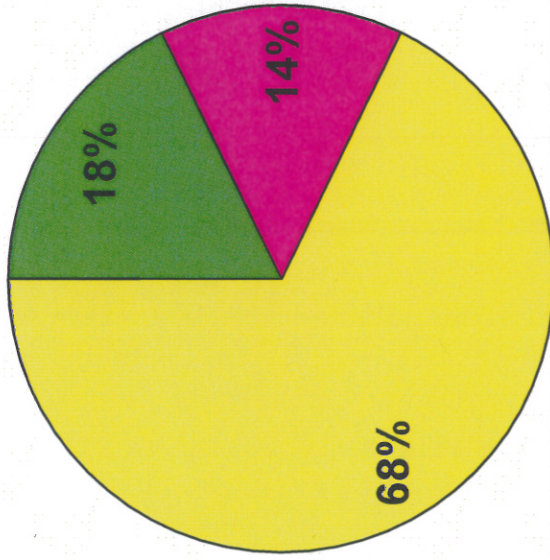
CTRMA INVESTMENT REPORT

	Month Ending 6 /30/12					Rate June 12
	Balance 5/31/2012	Additions	Discount Amortization	Accrued Interest	Withdrawals	
Total in Money Market	42,495,851.97	13,807,813.12		412,694.93	11,618,139.90	45,098,220.12
Total in Fed Agencies	223,092,551.26	0.00	(172,881.29)		10,997,000.00	211,922,669.97
Total Invested	325,579,453.40	14,882,813.12	(172,881.29)	419,018.84	28,271,024.73	312,437,379.34

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

William Chapman, CFO

Allocation of Funds



■ Total in Pools ■ Total in Money Market

■ Total in Fed Agencies

Amount of investments As of June 2012

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
San Antonio Water Utilities	79642BLN1	190,000.00	190,000.00	191,347.10	1.4570%	11/23/2010	5/15/2013	2010-2 DSRF
Freddie Mac	3134G2U42	1,000,000.00	1,000,000.00	1,000,890.00	0.3750%	3/15/2012	10/15/2013	TxDOT Grant Fund
Fannie Mae	31398A6F4	2,319,702.34	2,316,567.44	2,317,662.25	0.2391%	6/29/2011	12/28/2012	2011 Sub Debt CAP I
Federal Home loan Bank	3137EABM0	2,473,720.78	2,396,360.39	2,400,536.04	0.3930%	6/29/2011	6/28/2013	2011 Sub Debt CAP I
Federal Home loan Bank	3134A4UL6	2,326,924.30	2,344,462.15	2,333,419.80	0.6300%	6/29/2011	11/15/2013	2011 Sub Debt CAP I
Treasury	912828GW4	Matured	Matured	Matured	0.0730%	6/29/2011	6/30/2012	2011 Sub Debt CAP I
Federal Home loan Bank	3134A4UL6	8,794,454.76	8,871,227.38	8,837,753.40	0.7190%	6/29/2011	11/15/2013	2011 Sr Debt CAP I
Federal Home loan Bank	3137EABM0	9,351,457.81	9,066,728.90	9,090,775.12	0.4830%	6/29/2011	6/28/2013	2011 Sr Debt CAP I
Treasury	912828NS5	Matured	Matured	Matured	0.1880%	6/29/2011	6/30/2012	2011 Sr Debt CAP I
Fannie Mae	31398A6F4	8,771,478.75	8,767,826.25	8,776,080.90	0.3331%	6/29/2011	12/28/2012	2011 Sr Debt CAP I
Fannie Mae	3135G0GU1	7,002,030.00	7,001,522.50	7,005,530.00	0.4704%	1/3/2012	12/27/2013	2011 Sr DSRF
Fannie Mae	3135G0GU1	3,501,015.00	3,500,761.25	3,502,765.00	0.4704%	1/3/2012	12/27/2013	2011 Sub DSRF
Davis Cnty Utah Sch Dist	239019UK6	1,397,056.00	1,371,413.50	1,371,952.65	0.2300%	2/9/2012	6/1/2013	2011 SR DSRF
Fannie Mae	31398A3L4	3,883,198.70	3,863,249.19	3,864,546.60	0.2605%	2/7/2012	9/17/2013	2005 Sr DSRF
Fannie Mae	31398A3L4	3,954,171.00	3,933,856.87	3,935,178.00	0.2605%	2/7/2012	9/17/2013	2010 Sr DSRF
Fannie Mae	3135G0GH0	2,011,400.00	2,009,500.00	2,005,580.00	0.2104%	2/6/2012	12/5/2014	2010-1 DSRF
Federal Home Loan Bank	3133XR88	7,370,650.00	7,308,875.00	7,305,410.00	0.2990%	3/30/2012	9/6/2013	2011 Sr Project
Federal Home Loan Bank	313376M85	24,999,500.00	24,999,750.00	24,999,500.00	0.1830%	3/30/2012	12/28/2012	2011 Sr Project
Federal Home Loan Bank	313378U41	12,009,480.00	12,007,900.00	12,006,600.00	0.2970%	3/30/2012	9/30/2013	2011 Sr Project
Freddie Mac	3134G3BF6	12,054,960.00	12,041,220.00	12,045,360.00	0.3592%	3/30/2012	12/23/2013	2011 Sr Project
Federal Home Loan Bank	3133765P6	20,007,600.00	20,002,533.33	20,004,400.00	0.1535%	3/30/2012	10/26/2012	2011 Sr Project
Federal Home Loan Bank	3137EACK3	25,081,000.00	25,020,250.00	25,016,250.00	0.1102%	4/2/2012	7/27/2012	2011 Sr Project
Federal Home Loan Bank	313376KS3	25,047,750.00	25,031,833.33	25,020,000.00	0.2440%	3/30/2012	6/21/2013	2011 Sub Project
Fannie Mae	31359MRG0	18,715,860.00	18,536,895.00	18,519,660.00	0.1950%	3/30/2012	3/15/2013	2011 Sub Project
Federal Home Loan Bank	3133XWKV0	10,388,500.00	10,339,937.50	10,340,400.00	0.3791%	3/30/2012	3/14/2014	2011 Sr Project
		212,651,909.44	211,922,669.98	211,888,596.86				

Agency	CUSIP #	COST	Cummulative Amortization	6/30/2012 Book Value	Maturity Value	Accrued Interest	Amortization	Interest Earned
San Antonio Water Utilities	79642BLN1	190,000.00	0.00	190,000.00	190,000.00	230.69		230.69
Freddie Mac	3134G2U42	1,000,000.00	0.00	1,000,000.00	1,000,000.00	312.50		312.50
Fannie Mae	31398A6F4	2,319,702.34	3,134.90	2,316,567.44	2,315,000.00	723.44	(261.24)	462.20
Federal Home loan Bank	3137EABM0	2,473,720.78	77,360.39	2,396,360.39	2,319,000.00	7,246.88	(6,446.70)	800.18
Federal Home loan Bank	3134A4UL6	2,326,924.30	17,537.85	2,344,462.15	2,362,000.00	1,461.49		1,461.49
Treasury	912828GW4	Matured	Matured	Matured	2,259,000.00	9,177.19	(9,059.53)	117.66
Federal Home loan Bank	3134A4UL6	8,794,454.76	76,772.62	8,871,227.38	8,946,000.00	27,443.75	(23,727.41)	6,397.72
Federal Home loan Bank	3137EABM0	9,351,457.81	284,728.91	9,066,728.90	8,782,000.00	4,551.04	(3,185.73)	3,716.34
Treasury	912828NS5	Matured	Matured	Matured	8,738,000.00	2,739.38	(304.38)	1,365.31
Fannie Mae	31398A6F4	8,771,478.75	3,652.50	8,767,826.25	8,766,000.00	2,916.67	(84.58)	2,832.09
Fannie Mae	3135G0GU1	7,002,030.00	507.50	7,001,522.50	7,000,000.00	1,458.33	(42.29)	1,416.04
Fannie Mae	3135G0GU1	3,501,015.00	253.75	3,500,761.25	3,500,000.00	5,479.17	(5,128.50)	350.67
Davis Cnty Utah Sch Dist	239019UK6	1,397,056.00	25,642.50	1,371,413.50	1,315,000.00			

Fannie Mae	31398A3L4	3,883,198.70	19,949.51	3,863,249.19	3,830,000.00	3,590.63	(2,216.61)	1,374.02
Fannie Mae	31398A3L4	3,954,171.00	20,314.13	3,933,856.87	3,900,000.00	3,656.25	(2,257.13)	1,399.12
Fannie Mae	3135G0GH0	2,011,400.00	1,900.00	2,009,500.00	2,000,000.00	1,800.00	(380.00)	1,420.00
Federal Home Loan Bank	3133RX88	7,370,650.00	61,775.00	7,308,875.00	7,000,000.00	23,333.33	(20,591.67)	2,741.66
Federal Home Loan Bank	313376M85	24,999,500.00	(250.00)	24,999,750.00	25,000,000.00	7,500.00	83.33	7,583.33
Federal Home Loan Bank	313378U41	12,009,480.00	1,580.00	12,007,900.00	12,000,000.00	3,500.00	(526.67)	2,973.33
Freddie Mac	3134G3BF6	12,054,960.00	13,740.00	12,041,220.00	12,000,000.00	12,500.00	(4,580.00)	7,920.00
Federal Home Loan Bank	3133765P6	20,007,600.00	5,066.67	20,002,533.33	20,000,000.00	3,666.67	(633.33)	3,033.34
Federal Home Loan Bank	3137EACK3	25,081,000.00	60,750.00	25,020,250.00	25,000,000.00	35,156.25	(20,250.00)	14,906.25
Federal Home Loan Bank	313376KS3	25,047,750.00	15,916.67	25,031,833.33	25,000,000.00	16,666.67	(5,305.56)	11,361.11
Fannie Mae	31359MRG0	18,715,860.00	178,965.00	18,536,895.00	18,000,000.00	65,625.00	(59,655.00)	5,970.00
Federal Home Loan Bank	3133XWKV0	10,388,500.00	48,562.50	10,339,937.50	10,000,000.00	19,791.67	(16,187.50)	3,604.17
		212,651,909.44	917,860.40	211,922,669.98	221,222,000.00	259,065.51	(172,881.29)	86,184.22



Monthly Newsletter - June 2012

Performance

As of June 30, 2012

Current Invested Balance	\$4,983,255,681.46
Weighted Average Maturity (1)	47 Days
Weighted Average Maturity (2)	69 Days
Net Asset Value	1.000102
Total Number of Participants	756
Management Fee on Invested Balance	0.05%*
Interest Distributed	\$801,163.04
Management Fee Collected	\$212,824.64
% of Portfolio Invested Beyond 1 Year	4.02%
Standard & Poor's Current Rating	AAA-

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

June Averages

Average Invested Balance	\$5,192,618,969.19
Average Monthly Yield, on a simple basis	0.1379%
Average Weighted Average Maturity (1)*	48 Days
Average Weighted Average Maturity (2)*	70 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 June:

★ Loraine ISD

★ Water Valley ISD

Program Update

TexSTAR will be going through a conversion of back office systems effective July 23, 2012. You should have already received information regarding the change to your account numbers. In the next week, you will be receiving information regarding the updated internet transaction system along with a new temporary password and system user guide. Should you have any questions, please contact TexSTAR Participant Services at 1-800-839-7827.

Economic Commentary

European and global growth concerns continued to be the main drivers of markets during the quarter. In the U.S., an unseasonably warm winter pulled economic activity forward into the first quarter. While the housing market appears to be stabilizing, consumers continue to de-leverage and corporations are still hoarding cash, thus holding back spending and job creation. Consistent with slowing growth in the labor market, consumer spending growth has waned. In Europe, austerity measures are taking a bite out of growth, pushing the peripheral areas into a recession and threatening to do the same to the core. Growth in Asia, and China in particular, has been below expectations, and the Bank of China has not been as aggressive in stimulating the economy as investors had hoped. Markets found some reassurance from the EU Leaders Summit where the leaders agreed to use pooled ESM funds from all EU countries that can issue bonds to directly recapitalize banks without using the sovereign as intermediary and guarantor. This announcement was the main reason markets rebounded the last day of the quarter, pointing to the extremely low expectations from investors that EU leaders would come up with any substantial agreement. In the U.S., investors hoped that the Federal Reserve would embark on a new asset purchase program, but were disappointed as the Fed announced only the continuation of its "Operation Twist" program until the end of 2012.

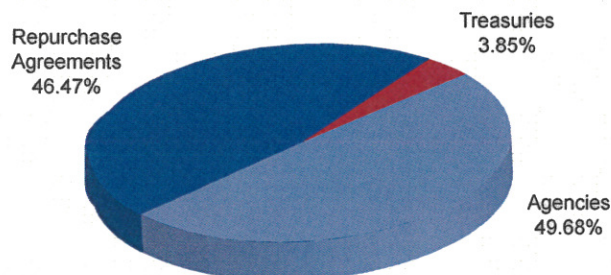
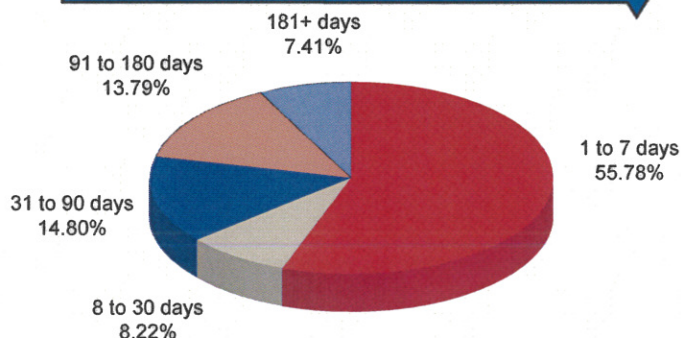
Economic outlook for growth in the U.S. is still mired with uncertainty, much of which is due to the "fiscal cliff" of automatic spending cuts via sequestration and expiring income tax cuts, payroll tax cuts and Medicare reimbursement rates for doctors. Congress will likely vote to delay the effective date of spending cuts until well into the first quarter of 2013. However, the lack of a compromise could detract from GDP by as much as 3% to 4% and trigger a recession next year. If the markets see a growing probability that no agreement can be reached, Treasury rates will fall further and risk assets, such as corporate credit, will underperform, pricing in the expectation of lower earnings. The Fed has communicated that it is ready to ease again, should economic conditions warrant. With inflation subdued and even falling, and little improvement in labor market slack, the chances of further accommodation prior to the end of the year is about even.

This information is an excerpt from an economic report dated June 2012 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

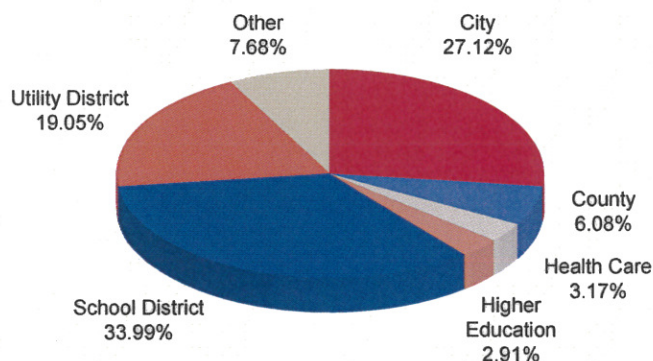
For more information about TexSTAR, please visit our web site at www.texstar.org.

Information at a Glance

Portfolio by Type of Investment As of June 30, 2012



Portfolio by Maturity As of June 30, 2012



Distribution of Participants by Type As of June 30, 2012

Historical Program Information

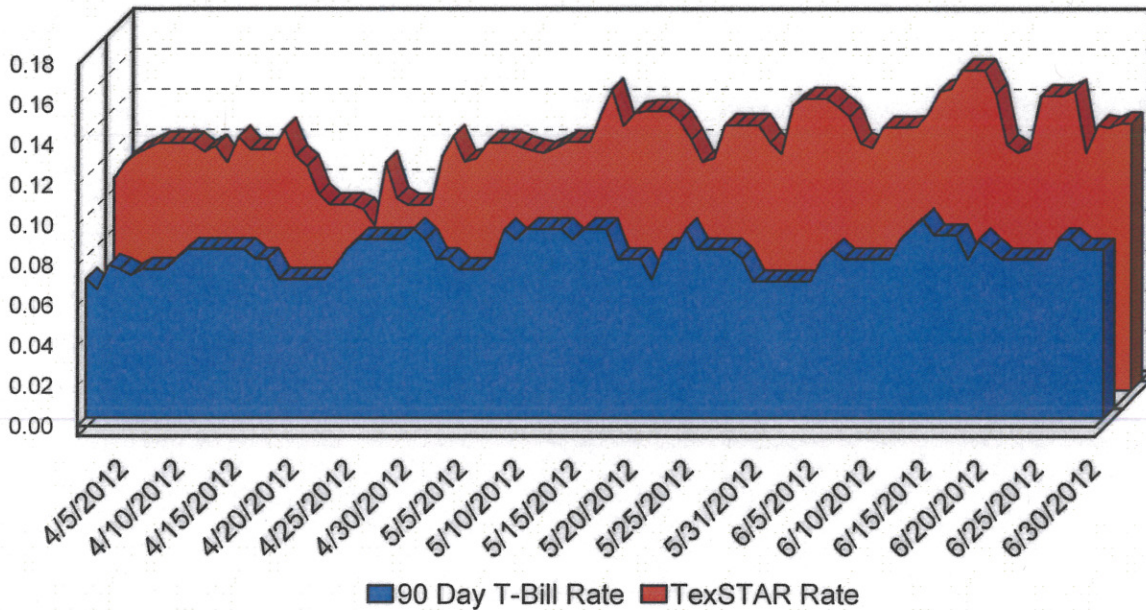
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Jun 12	0.1379%	\$4,983,255,681.46	\$4,983,767,166.12	1.000102	48	70	756
May 12	0.1273%	5,178,606,480.90	5,179,224,581.51	1.000119	47	70	754
Apr 12	0.1098%	5,255,005,296.99	5,255,613,981.07	1.000115	46	69	752
Mar 12	0.1148%	5,668,145,582.64	5,668,844,552.57	1.000123	48	71	751
Feb 12	0.0986%	6,014,562,468.35	6,015,309,681.45	1.000124	48	70	751
Jan 12	0.0902%	6,122,141,791.23	6,122,989,120.67	1.000138	46	73	750
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

Portfolio Asset Summary as of June 30, 2012

	Book Value	Market Value
Uninvested Balance	\$ 804.35	\$ 804.35
Accrual of Interest Income	1,872,034.02	1,872,034.02
Interest and Management Fees Payable	(895,750.02)	(895,750.02)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	2,315,107,000.00	2,315,107,000.00
Government Securities	2,667,171,593.11	2,667,683,077.77
Total	\$ 4,983,255,681.46	\$ 4,983,767,166.12

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by J.P. Morgan Chase & Co. and the assets are safekept in a separate custodial account at the Federal Reserve Bank in the name of TexSTAR. The only source of payment to the Participants are the assets of TexSTAR. There is no secondary source of payment for the pool such as insurance or guarantee. Should you require a copy of the portfolio, please contact TexSTAR Participant Services.

TexSTAR versus 90-Day Treasury Bill



This material is for information purposes only. This information does not represent an offer to buy or sell a security. The above rate information is obtained from sources that are believed to be reliable; however, its accuracy or completeness may be subject to change. The TexSTAR management fee may be waived in full or in part at the discretion of the TexSTAR co-administrators and the TexSTAR rate for the period shown reflects waiver of fees. This table represents 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 June 2012

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
6/1/2012	0.1451%	0.000003975	\$5,135,151,063.92	1.000131	47	70
6/2/2012	0.1451%	0.000003975	\$5,135,151,063.92	1.000131	47	70
6/3/2012	0.1451%	0.000003975	\$5,135,151,063.92	1.000131	47	70
6/4/2012	0.1410%	0.000003864	\$5,150,742,654.57	1.000132	46	69
6/5/2012	0.1362%	0.000003732	\$5,152,319,750.25	1.000130	49	72
6/6/2012	0.1228%	0.000003364	\$5,136,016,906.81	1.000130	50	73
6/7/2012	0.1207%	0.000003308	\$5,180,530,981.16	1.000126	50	73
6/8/2012	0.1308%	0.000003584	\$5,308,676,702.18	1.000121	48	70
6/9/2012	0.1308%	0.000003584	\$5,308,676,702.18	1.000121	48	70
6/10/2012	0.1308%	0.000003584	\$5,308,676,702.18	1.000121	48	70
6/11/2012	0.1311%	0.000003592	\$5,212,552,071.48	1.000121	50	73
6/12/2012	0.1379%	0.000003778	\$5,197,684,149.52	1.000108	51	74
6/13/2012	0.1486%	0.000004071	\$5,178,724,884.35	1.000101	51	73
6/14/2012	0.1499%	0.000004107	\$5,168,798,204.50	1.000102	51	73
6/15/2012	0.1592%	0.000004361	\$5,173,867,394.63	1.000102	49	71
6/16/2012	0.1592%	0.000004361	\$5,173,867,394.63	1.000102	49	71
6/17/2012	0.1592%	0.000004361	\$5,173,867,394.63	1.000102	49	71
6/18/2012	0.1474%	0.000004037	\$5,207,733,992.87	1.000102	48	70
6/19/2012	0.1219%	0.000003340	\$5,212,562,103.89	1.000100	48	70
6/20/2012	0.1183%	0.000003240	\$5,265,337,090.69	1.000104	47	69
6/21/2012	0.1203%	0.000003295	\$5,251,274,654.22	1.000105	47	68
6/22/2012	0.1465%	0.000004015	\$5,219,310,812.66	1.000104	45	67
6/23/2012	0.1465%	0.000004015	\$5,219,310,812.66	1.000104	45	67
6/24/2012	0.1465%	0.000004015	\$5,219,310,812.66	1.000104	45	67
6/25/2012	0.1492%	0.000004089	\$5,209,794,756.93	1.000105	45	66
6/26/2012	0.1182%	0.000003239	\$5,274,687,265.29	1.000091	47	68
6/27/2012	0.1317%	0.000003608	\$5,265,485,559.19	1.000107	47	68
6/28/2012	0.1307%	0.000003582	\$5,236,794,766.92	1.000093	47	68
6/29/2012	0.1329%	0.000003641	\$4,983,255,681.46	1.000102	47	69
6/30/2012	0.1329%	0.000003641	\$4,983,255,681.46	1.000102	47	69
Average	0.1379%	0.000003778	\$5,192,618,969.19		48	70

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

Joni Freeman

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

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

RESOLUTION NO. 12-049

**AUTHORIZING A SETTLEMENT AGREEMENT TO ACQUIRE CERTAIN
PROPERTY IN TRAVIS COUNTY FOR THE US 290 EAST TOLL PROJECT
("MANOR EXPRESSWAY")
(Parcel 60)**

WHEREAS, pursuant to and under the authority of Subchapter E, Chapter 370, Texas Transportation Code, its Resolution 10-50, and other applicable law, the Central Texas Regional Mobility Authority (the "Mobility Authority") found and determined that to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways and the roadways of the State of Texas, public convenience and necessity requires acquisition of fee simple title to that certain 1.090 acre parcel at the southeast corner of 290E and Parmer Lane, as described by metes and bounds in Exhibit "A" attached and incorporated into this Resolution (the "Subject Property"), owned by The Butler Family Partnership (the "Owner"); and

WHEREAS, an independent, professional appraisal report of the Subject Property has been submitted to the Mobility Authority, and an amount has been established to be just compensation for the property rights to be acquired; and

WHEREAS, the Executive Director of the Mobility Authority, through agents employed or contracted with the Mobility Authority, has transmitted official written offers to the Owner based on the amount determined to be just compensation, and entered into good faith negotiations with the Owner of the Subject Property to acquire the Subject Property; and

WHEREAS, after failing to negotiate an agreement with the Owner on an amount to be paid for just compensation, the Mobility Authority instituted an action in eminent domain to acquire the Subject Property; and

WHEREAS, the Executive Director recommends an offer of \$215,000.00 to the Owner as the amount to be paid by the Mobility Authority for just compensation and damages and to acquire the Owner's interest in the Subject Property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors that the Executive Director is authorized and directed to negotiate and execute a purchase agreement, a final settlement agreement, or both, to resolve the pending litigation and acquire the Subject Property, and to negotiate and execute all other associated documents necessary to acquire the fee simple interest in the Subject Property, for a total acquisition price of \$215,000.00.

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

Submitted and reviewed by:



Andrew Martin, General Counsel
Central Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 12-049
Date Passed: 7/25/12

Exhibit "A" to Resolution No. 12-049

Metes and Bounds Description of Parcel 60

EXHIBIT A

County: Travis
Parcel No.: 60
Highway: U.S. Highway 290
Project Limits: From: E of US 183
To: E of SH 130
Right of Way CSJ: 0114-02-085

PROPERTY DESCRIPTION FOR PARCEL 60

DESCRIPTION OF 1.090 ACRES (47,471 SQ. FT.) OF LAND OUT OF THE JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546, IN AUSTIN, TRAVIS COUNTY, TEXAS, SAME BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 27.20 ACRES (SECOND TRACT), OF RECORD IN VOLUME 4282, PAGE 1082, DEED RECORDS, TRAVIS COUNTY, TEXAS, SAID 27.20 ACRE TRACT BEING PART OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 275.66 ACRES (TRACT 3) IN A DEED TO THE BUTLER FAMILY PARTNERSHIP, LTD., OF RECORD IN VOLUME 12271, PAGE 872, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, AND BEING OUT OF THAT TRACT OF LAND DESCRIBED AS 2130 SQUARE FEET IN A DEED TO THE BUTLER FAMILY PARTNERSHIP, LTD., OF RECORD IN DOCUMENT NO. 2009183458, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND BEING OUT THAT TRACT OF LAND DESCRIBED AS 1588 SQUARE FEET IN A ORDER OF VACATION TO THE BUTLER FAMILY PARTNERSHIP, LTD., OF RECORD IN DOCUMENT NO. 2009170331, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 1.090 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set with a TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition, in the proposed south ROW line of U.S. Highway 290, and the existing south ROW line of U.S. Highway 290, 204.23 feet right of Engineer's Baseline Station 1548+00.00, at the northeast corner of the herein described tract, same being in the north line of said 27.20 acre Butler Family tract, and the south line of that certain tract of land described as 5.738 acres in a deed to the State of Texas, of record in Volume 678, Page 401, Deed Records, Travis County, Texas, from which point a 1/2" iron rod found at the southeast corner of said 27.20 acre Butler Family tract and the southwest corner of that certain tract of land described as 12.03 acres in a deed to Manor Independent School District, of record in Volume 2895, Page 310, Deed Records, Travis County, Texas, being in the existing north ROW line of Old Highway 20, for which no record conveyance was found, as shown on TxDOT ROW map CSJ#0114-02-012, bears N74°03'41"E 664.63 feet and S27°28'34"W 1223.66 feet;

EXHIBIT ____

THENCE, with the proposed south ROW line of U.S. Highway 290 and the south line of this tract, crossing said 27.20 acre, 2130 square foot, and 1588 square foot Butler Family tracts, the following six (6) courses numbered 1 through 6;

- 1) **S54°21'29"W 106.21 feet** to a 1/2" iron rod set with a TxDOT aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition, 240.01 feet right of Engineer's Baseline Station 1547+00.00;
- 2) **S73°59'49"W 530.11 feet** to a 1/2" iron rod set with a TxDOT aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition, 240.45 feet right of Engineer's Baseline Station 1541+69.89;
- 3) with a curve to the left, whose intersection angle is **05°02'36"**, radius is **4517.66 feet**, passing at an arc distance of 345.27 feet to a 1/2" iron rod set with a TxDOT aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition, 253.92 feet right of Engineer's Baseline Station 1583+24.97 and continuing an arc distance of 52.39 for a total arc distance of **397.67 feet**, the chord of which bears **S71°28'31"W 397.54 feet** to a 1/2" iron rod set with a TxDOT aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition, 558.02 feet right of Engineer's Baseline Station 1537+70.29;
- 4) **S22°40'28"W 104.57 feet** to a 1/2" iron rod set with a TxDOT aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition, 338.67 feet right of Engineer's Baseline Station 1537+00.08;
- 5) **S23°07'42"E 105.51 feet** to a 1/2" iron rod set with a TxDOT aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition, 443.61 feet right of Engineer's Baseline Station 1537+11.88; and
- 6) **S19°38'00"W 6.55 feet** to a 1/2" iron rod set with a TxDOT aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition, 448.86 feet right of Engineer's Baseline Station 1537+07.63, for the southwest corner of this tract, same being in the west line of said 27.20 acre Butler Family tract and the existing east ROW line of Parmer Lane and the east line of that tract of land described as 47,834 square feet, Parcel B, in a deed to Travis County, of record in Document No. 2008039133, Official Public Records, Travis County, Texas

EXHIBIT ____

- 7) THENCE, with the west line of this tract and said 27.20 acre, 2130 square foot, and 1588 square foot Butler Family tracts and with the existing east ROW line of Parmer Lane and the east line of said 47,834 square foot Travis County tract, continuing with the east line of the remainder portion of Boyce Lane, continuing with the east line of the remainder portion of that tract described as 0.271 of one acre in a deed to Travis County, of record in Volume 4243, Page 1508, Deed Records, Travis County, Texas, and continuing with the east line of that tract described as 847 square feet, Parcel C, in said deed to Travis County in Document No. 2008039133, **N25°22'00"W 249.43 feet** to a calculated point at the northwest corner of this tract and said 27.20 acre Butler Family tract, same being in the existing south ROW line of U.S. Highway 290, and the south line of that tract described as 3.720 acres in a deed to the State of Texas, of record in Volume 663, Page 25, Deed Records, Travis County, Texas from which a 1/2" iron rod found near the west corner of said 847 square foot Travis County tract bears **S74°03'41"W 30.20 feet** and **N15°56'19"W 0.53 feet**;

- 8) THENCE, with the north line of this tract, and of said 27.20 acre Butler Family tract, same being the existing south ROW line of U.S. Highway 290, and the south line of said 3.720 acre State of Texas tract, and continuing with the south line of said 5.738 acre State of Texas tract, **N74°03'41"E 1123.95 feet** to the POINT OF BEGINNING and containing 1.090 acres within these metes and bounds, more or less.

EXHIBIT _____

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83(93) HARN. All distances and coordinates were adjusted to surface using a combined scale factor of 1.00011.

ACCESS MAY BE PERMITTED TO AND FROM THE TRANSPORTATION FACILITY ACROSS THE PROPOSED RIGHT-OF-WAY LINE AS DESCRIBED HEREIN, BEING THE COMMON BOUNDARY LINE BETWEEN THE PROPOSED U.S. 290 HIGHWAY FACILITY AND THE REMAINDER OF THE ABUTTING PROPERTY.

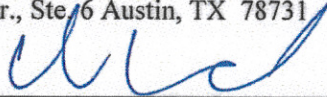
STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Chris Conrad, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 17th day of September, 2010 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste 16 Austin, TX 78731 (512) 451-8591



Chris Conrad, Reg. Professional Land Surveyor No. 5623
Note: There is a plat to accompany this description. US 290 P60REV2
Issued 12/01/06, Rev 03/20/07, 09/17/10

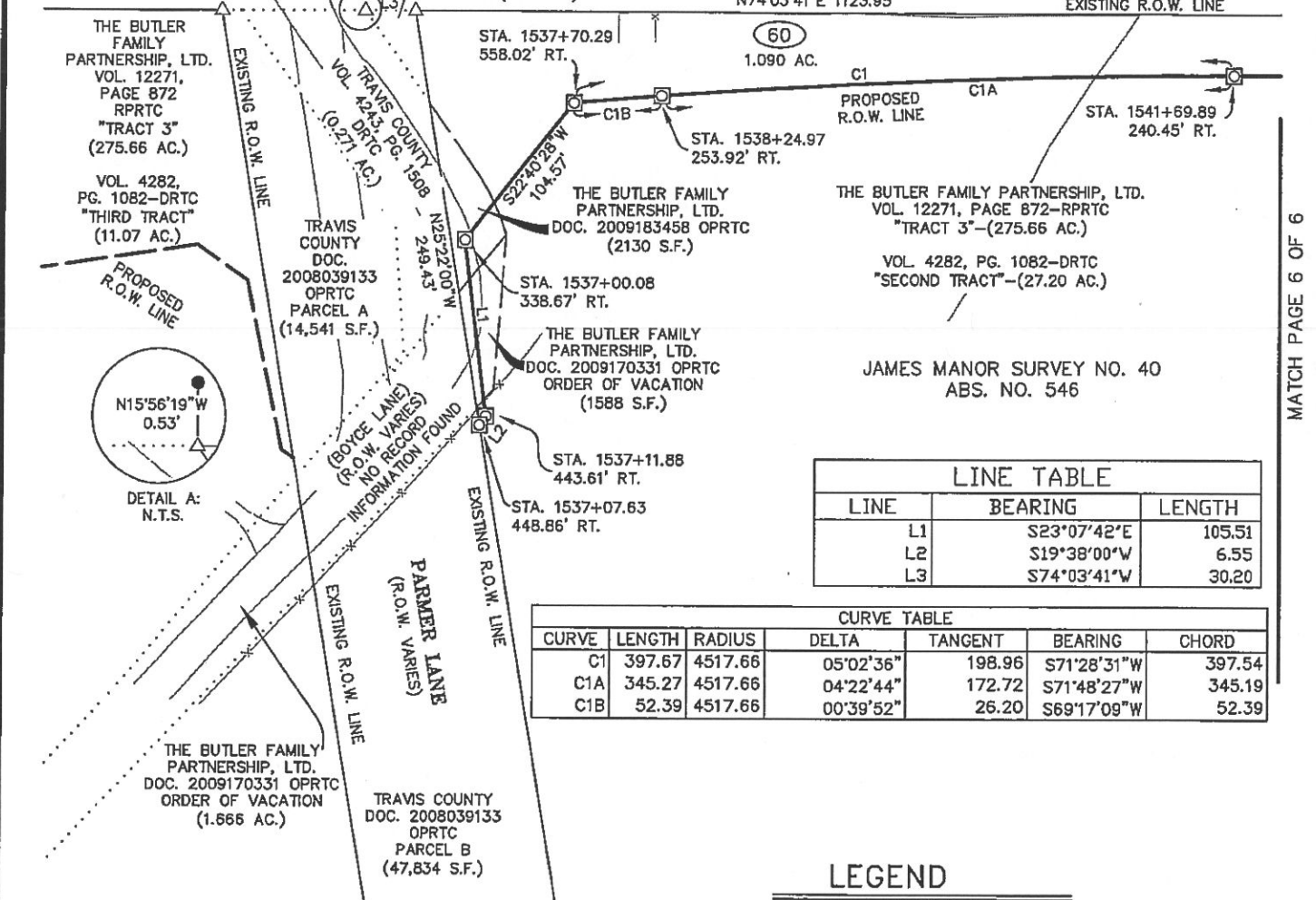


STATE OF TEXAS
VOL. 663, PG. 25
DRTC
(3,720 AC.)

TRAVIS COUNTY
DOC. 2008039133
OPRTC
PARCEL C (847 S.F.)

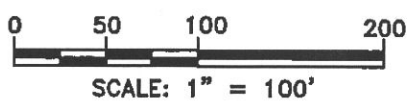
U.S. HIGHWAY 290
(R.O.W. VARIES)

STATE OF TEXAS
VOL. 678, PG. 401 DRTC
(5,738 AC.)



LINE	BEARING	LENGTH
L1	S23°07'42"E	105.51
L2	S19°38'00"W	6.55
L3	S74°03'41"W	30.20

CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	397.67	4517.66	05°02'36"	198.96	S71°28'31"W	397.54
C1A	345.27	4517.66	04°22'44"	172.72	S71°48'27"W	345.19
C1B	52.39	4517.66	00°39'52"	26.20	S69°17'09"W	52.39



CALCULATED ACREAGE	25.012 AC.
ACQUISITION ACREAGE	1,090 AC.
ACQUISITION SQUARE FEET	47,471
REMAINDER ACREAGE	23,922 AC.
REMAINDER SQUARE FEET	1,042,052



LEGEND

- TXDOT TYPE I CONCRETE MONUMENT FOUND
- ⊠ TXDOT TYPE II CONCRETE MONUMENT FOUND
- ⊡ 1/2" IRON ROD SET WITH TXDOT ALUM. CAP TO BE REPLACED WITH A TXDOT TYPE II CONCRETE MONUMENT AFTER ACQUISITION
- 1/2" IRON ROD SET WITH TXDOT ALUM. CAP
- ⊙ IRON PIPE FOUND (SIZE NOTED)
- 1/2" IRON ROD FOUND (UNLESS NOTED)
- ▲ 60D NAIL FOUND
- △ CALCULATED POINT
- FENCE POST
- N.T.S. NOT TO SCALE
- (XXX) RECORD INFORMATION
- P.O.B POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- III ACCESS DENIAL LINE
- PRTC PLAT RECORDS OF TRAVIS COUNTY
- DRTC DEED RECORDS OF TRAVIS COUNTY
- RPRTC REAL PROPERTY RECORDS OF TRAVIS COUNTY
- OPRTC OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY

McGRAY & McGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PLAT OF 1.090 AC. OF LAND OUT OF THE JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546, SAME BEING A PORTION OF THAT CERTAIN TRACT OF LAND CALLED 275.66 AC. (TRACT 3), IN A DEED TO THE BUTLER FAMILY PARTNERSHIP, LTD., OF RECORD IN VOLUME 12271, PAGE 872, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS

TRAVIS COUNTY
U.S. 290
CSJ 0114-02-085
PARCEL 60
PAGE 5 OF 6

MATCH PAGE 6 OF 6

U.S. HIGHWAY 290
(R.O.W. VARIES)

STATE OF TEXAS
VOL. 678, PG. 401 DRTC
(5.738 AC.)

P.O.B.
STA. 1548+00.00
204.23' RT.

(N76°37'E 1820.20')
N74°03'41"E 1123.95'

60
1.090 AC.

S73°59'49"W 530.11'

STA. 1547+00.00
240.01' RT.

S54°21'29"W
106.21'

S74°03'41"W
664.63'

THE BUTLER FAMILY PARTNERSHIP, LTD.
VOL. 12271, PAGE 872-RPRTC
"TRACT 3"-(275.66 AC.)

VOL. 4282, PG. 1082-DRTC
"SECOND TRACT"-(27.20 AC.)

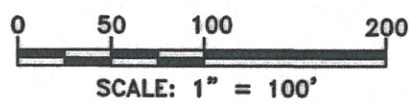
JAMES MANOR SURVEY NO. 40
ABS. NO. 546

MANOR INDEPENDENT
SCHOOL DISTRICT
VOL. 2895, PG. 310
DRTC
(12.03 AC.)

(29°58'W 1225.50')
S27°28'34"W 1223.86'

P.O.R.
OLD STATE HIGHWAY 20
(R.O.W. VARIES)
NO RECORD CONVEYANCE FOUND
DRAWN AS SHOWN ON
CSJ # 0114-02-012

MATCH PAGE 5 OF 6



NOTES:

- 1) BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(93) HARN. ALL DISTANCES AND COORDINATES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.00011.
- 2) SEE PAGES 1, 2, 3 AND 4 OF 6 FOR A DESCRIPTION OF THIS PARCEL.
- 3) IMPROVEMENTS SHOWN ARE TAKEN FROM TXDOT AERIAL SURVEY DIGITAL FILES.
- 4) THIS SURVEY WAS DONE WITHOUT A TITLE REPORT OR EASEMENT SEARCH.
- 5) ENGINEER'S BASELINE IS NOT THE SAME AS THE ORIGINAL SURVEY "CENTERLINE".
- 6) ACCESS MAY BE PERMITTED TO AND FROM THE TRANSPORTATION FACILITY ACROSS THE PROPOSED RIGHT-OF-WAY LINE AS SHOWN HEREON, BEING THE COMMON BOUNDARY LINE BETWEEN THE PROPOSED U.S. 290 HIGHWAY FACILITY AND THE REMAINDER OF THE ABUTTING PROPERTY.

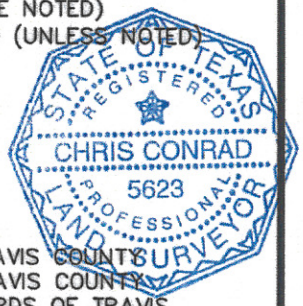
SURVEYED BY: MCGRAY & MCGRAY LAND SURVEYORS, INC.
3301 HANCOCK DR., STE 6, AUSTIN, TX 78731 512/451-8591

09/17/10

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE
SURVEYED ON GROUND UNDER MY DIRECT SUPERVISION

LEGEND

- TXDOT TYPE I CONCRETE MONUMENT FOUND
- TXDOT TYPE II CONCRETE MONUMENT FOUND
- 1/2" IRON ROD SET WITH TXDOT ALUM. CAP TO BE REPLACED WITH A TXDOT TYPE II CONCRETE MONUMENT AFTER ACQUISITION
- 1/2" IRON ROD SET WITH TXDOT ALUM. CAP
- IRON PIPE FOUND (SIZE NOTED)
- 1/2" IRON ROD FOUND (UNLESS NOTED)
- ▲ 60D NAIL FOUND
- △ CALCULATED POINT
- FENCE POST
- N.T.S. NOT TO SCALE
- (XXX) RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
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- III ACCESS DENIAL LINE
- PRTC PLAT RECORDS OF TRAVIS COUNTY
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PLAT OF 1.090 AC. OF LAND OUT OF THE JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546, SAME BEING A PORTION OF THAT CERTAIN TRACT OF LAND CALLED 275.66 AC. (TRACT 3), IN A DEED TO THE BUTLER FAMILY PARTNERSHIP, LTD., OF RECORD IN VOLUME 12271, PAGE 872, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS

TRAVIS COUNTY
U.S. 290
CSJ 0114-02-085
PARCEL 60
PAGE 6 OF 6

FINAL CLOSURE PARCEL 60 US HIGHWAY 290

PARCEL 60 - SKETCH MAPCHECK

North: 10096256.2025 East: 3171843.8969
Course: S 54-21-29 W Distance: 106.21000
North: 10096194.3120 East: 3171757.5827
Course: S 73-59-49 W Distance: 530.11000
North: 10096048.1667 East: 3171248.0161
Arc Length: 397.66838 Radius: 4517.66000 Delta: -5-02-37
Tangent: 198.96268 Chord: 397.54000 Ch Course: S 71-28-31 W
Course In: S 16-00-11 E Out: N 21-02-47 W
Ctr North: 10091705.5780 East: 3172493.4780
End North: 10095921.8628 East: 3170871.0739
Course: S 22-40-28 W Distance: 104.57000
North: 10095825.3750 East: 3170830.7628
Course: S 23-07-42 E Distance: 105.51000
North: 10095728.3451 East: 3170872.2063
Course: S 19-38-00 W Distance: 6.55000
North: 10095722.1759 East: 3170870.0055
Course: N 25-22-00 W Distance: 249.43000
North: 10095947.5570 East: 3170763.1473
Course: N 74-03-41 E Distance: 1123.95000
North: 10096256.2018 East: 3171843.8887

Perimeter: 2623.99838

Area: 47471.38491 1.08979 acres

Mathematical Closure - (Uses Survey Units)

Error of Closure: 0.008212 Course: N 85-30-30 E

Precision 1: 319515.55

PARCEL 60 - STRIPMAP MAPCHECK

North: 10097190.2711 East: 3170161.2517
Course: S 54-21-29 W Distance: 106.21000
North: 10097128.3806 East: 3170074.9376
Course: S 73-59-49 W Distance: 530.11000
North: 10096982.2353 East: 3169565.3709
Arc Length: 397.66838 Radius: 4517.66000 Delta: -5-02-37
Tangent: 198.96268 Chord: 397.54000 Ch Course: S 71-28-31 W
Course In: S 16-00-11 E Out: N 21-02-47 W
Ctr North: 10092639.6466 East: 3170810.8329
End North: 10096855.9313 East: 3169188.4288
Course: S 22-40-28 W Distance: 104.57000
North: 10096759.4435 East: 3169148.1177
Course: S 23-07-42 E Distance: 105.51000
North: 10096662.4137 East: 3169189.5611
Course: S 19-38-00 W Distance: 6.55000
North: 10096656.2445 East: 3169187.3603
Course: N 25-22-00 W Distance: 249.43000
North: 10096881.6256 East: 3169080.5021
Course: N 74-03-41 E Distance: 1123.95000
North: 10097190.2704 East: 3170161.2435

Perimeter: 2623.99838

FINAL CLOSURE PARCEL 60 US HIGHWAY 290

PARCEL 60 - STRIPMAP MAPCHECK (cont.)

Area: 47471.38491 1.08979 acres
Mathematical Closure - (Uses Survey Units)
Error of Closure: 0.008212 Course: N 85-30-30 E
Precision 1: 319515.55

PARCEL 60 - DESCRIPTION MAPCHECK

North: 10095290.0964 East: 3174052.9781
Course: S 54-21-29 W Distance: 106.21000
North: 10095228.2059 East: 3173966.6639
Course: S 73-59-49 W Distance: 530.11000
North: 10095082.0606 East: 3173457.0973
Arc Length: 397.66838 Radius: 4517.66000 Delta: -5-02-37
Tangent: 198.96268 Chord: 397.54000 Ch Course: S 71-28-31 W
Course In: S 16-00-11 E Out: N 21-02-47 W
Ctr North: 10090739.4720 East: 3174702.5592
End North: 10094955.7567 East: 3173080.1552
Course: S 22-40-28 W Distance: 104.57000
North: 10094859.2689 East: 3173039.8440
Course: S 23-07-42 E Distance: 105.51000
North: 10094762.2390 East: 3173081.2875
Course: S 19-38-00 W Distance: 6.55000
North: 10094756.0698 East: 3173079.0867
Course: N 25-22-00 W Distance: 249.43000
North: 10094981.4509 East: 3172972.2285
Course: N 74-03-41 E Distance: 1123.95000
Press any key for more...
North: 10095290.0958 East: 3174052.9699

Perimeter: 2623.99838

Area: 47471.38491 1.08979 acres
Mathematical Closure - (Uses Survey Units)
Error of Closure: 0.008212 Course: N 85-30-30 E
Precision 1: 319515.55

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

RESOLUTION NO. 12-050

**AUTHORIZING A SETTLEMENT AGREEMENT TO ACQUIRE CERTAIN
PROPERTY IN TRAVIS COUNTY FOR THE US 290 EAST TOLL PROJECT
("MANOR EXPRESSWAY")
(Parcel 35)**

WHEREAS, pursuant to and under the authority of Subchapter E, Chapter 370, Texas Transportation Code, its Resolution 10-50, and other applicable law, the Central Texas Regional Mobility Authority (the "Mobility Authority") found and determined that to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways and the roadways of the State of Texas, public convenience and necessity requires acquisition of fee simple title to that certain 1.31 acre parcel at 9306 Old Manor Road, as described by metes and bounds in Exhibit "A" attached and incorporated into this Resolution (the "Subject Property"), owned by Arturo Diaz (the "Owner"); and

WHEREAS, an independent, professional appraisal report of the Subject Property has been submitted to the Mobility Authority, and an amount has been established to be just compensation for the property rights to be acquired; and

WHEREAS, the Executive Director of the Mobility Authority, through agents employed or contracted with the Mobility Authority, has transmitted official written offers to the Owner based on the amount determined to be just compensation, and entered into good faith negotiations with the Owner of the Subject Property to acquire the Subject Property; and

WHEREAS, after failing to negotiate an agreement with the Owner on an amount to be paid for just compensation, the Mobility Authority instituted an action in eminent domain to acquire the Subject Property; and

WHEREAS, the Executive Director recommends an offer of \$370,000.00 to the Owner as the amount to be paid by the Mobility Authority for just compensation and damages and to acquire the Owner's interest in the Subject Property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors that the Executive Director is authorized and directed to negotiate and execute a purchase agreement, a final settlement agreement, or both, to resolve the pending litigation and acquire the Subject Property, and to negotiate and execute all other associated documents necessary to acquire the fee simple interest in the Subject Property, for a total acquisition price of \$370,000.00.

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

Submitted and reviewed by:



Andrew Martin, General Counsel
Central Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 12-050
Date Passed: 7/25/12

Exhibit "A" to Resolution No. 12-050

Metes and Bounds Description of Parcel 35

EXHIBIT A

County: Travis
Parcel No.: 35
Highway: U.S. Highway 290
Project Limits: From: E of US 183
 To: E of SH 130
Right of Way CSJ: 0114-02-085

PROPERTY DESCRIPTION FOR PARCEL 35

DESCRIPTION OF 1.310 ACRES (57,045 SQ. FT.) OF LAND OUT OF THE LUCAS MUNOS SURVEY NO. 55, ABSTRACT NO. 513, IN AUSTIN, TRAVIS COUNTY, TEXAS, SAME BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 2.419 ACRES IN A DEED TO ARTURO DIAZ, OF RECORD IN VOLUME 12724, PAGE 714, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, SAID 1.310 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set with a TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) aluminum cap, in the proposed south right-of-way (ROW) line of U.S. Highway 290, 215.00 feet right of Engineer's Baseline Station 369+46.59, at the southeast corner of the herein described tract, same being in the east line of said Diaz tract, and the west line of Lot 1, Block A, N Line Subdivision, of record in Document Number 200400101, Real Property Records, Travis County, Texas, said Lot 1 being described in a deed to A&E Properties, of record in Document 2004078755, Official Public Records, Travis County, Texas, from which point a 1/2" iron rod found at the southeast corner of said Diaz tract, and the southwest corner of said Lot 1 and said A&E Properties tract, same being in the existing north ROW line of Old State Highway 20 for which no record conveyance was found, as shown on TxDOT ROW map CSJ# 0114-02-012, bears S06°02'28"E 225.63 feet;

- 1) THENCE, with the south line of this tract, and the proposed south ROW line of U.S. Highway 290, crossing said Diaz tract, S84°02'32"W 189.69 feet to a 1/2" iron rod set with a TxDOT aluminum cap, 215.00 feet right of Engineer's Baseline Station 367+56.90, at the southwest corner of this tract, same being in the west line of said Diaz tract, and the east line of that certain tract of land described as 1.93 acres in a deed to Paul DeVooght and wife, Verena DeVooght, of record in Volume 2449, Page 13, Deed Records, Travis County, Texas, from which point a 1/2" iron pipe found at

EXHIBIT A

the southwest corner of said Diaz tract, and the southeast corner of said DeVooght tract, same being in the existing north ROW line of Old State Highway 20, bears $S05^{\circ}58'16''E$ 284.23 feet;

THENCE, with the west line of this tract, and said Diaz tract, and the east line of said DeVooght tract the following three (3) courses numbered 2, 3, and 4;

- 2) $N05^{\circ}58'16''W$ 53.45 feet to a 1/2" iron pipe found;
- 3) $N63^{\circ}05'36''W$ 156.48 feet to a 1/2" iron rod found; and
- 4) $N05^{\circ}41'39''W$ 78.66 feet to a 1/2" iron rod found at the northwest corner of this tract, and said Diaz tract, same being the southeast corner of that certain tract of land described as 0.092 of one acre in a deed to the State of Texas, of record in Volume 3055, Page 307, Deed Records, Travis County, Texas, and the southwest corner of that certain tract of land described as 4.233 acres in deeds to the State of Texas, of record in Volume 3057, Page 1540 and Volume 3122, Page 1826, Deed Records, Travis County, Texas, same being in the existing south ROW line of U.S. Highway 290, and in the east line of said DeVooght tract;
- 5) THENCE, with the north line of this tract, and said Diaz tract, same being the existing south ROW line of U.S. Highway 290, and the south line of said 4.233 acre State of Texas tract, $N84^{\circ}02'10''E$ 320.46 feet to a calculated point at the northeast corner of this tract, and said Diaz tract, and the northwest corner of said Lot 1 and said A&E Properties tract, from which point a 1/2" iron rod found bears $N06^{\circ}02'28''W$ 0.27 feet;

EXHIBIT A

6) THENCE, with the east line of this tract, and said Diaz tract, and the west line of said Lot 1 and said A&E Properties tract S06°02'28"E 217.06 feet to the POINT OF BEGINNING and containing 1.310 acres within these metes and bounds, more or less.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83(93) HARN. All distances and coordinates were adjusted to surface using a combined scale factor of 1.00011.

ACCESS MAY BE PERMITTED TO AND FROM THE TRANSPORTATION FACILITY ACROSS THE PROPOSED RIGHT-OF-WAY LINE AS DESCRIBED HEREIN, BEING THE COMMON BOUNDARY LINE BETWEEN THE PROPOSED U.S. 290 HIGHWAY FACILITY AND THE REMAINDER OF THE ABUTTING PROPERTY.

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Chris Conrad, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 20th day of October, 2010 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Drive, Suite 6 Austin, Texas 78731
(512) 451-8591



A handwritten signature in cursive script, appearing to read "Chris Conrad".

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Note: There is a plat to accompany this description. US 290 P35REV3
Issued 12/01/06, Rev 03/20/07, 10/20/2010

"EXHIBIT A"

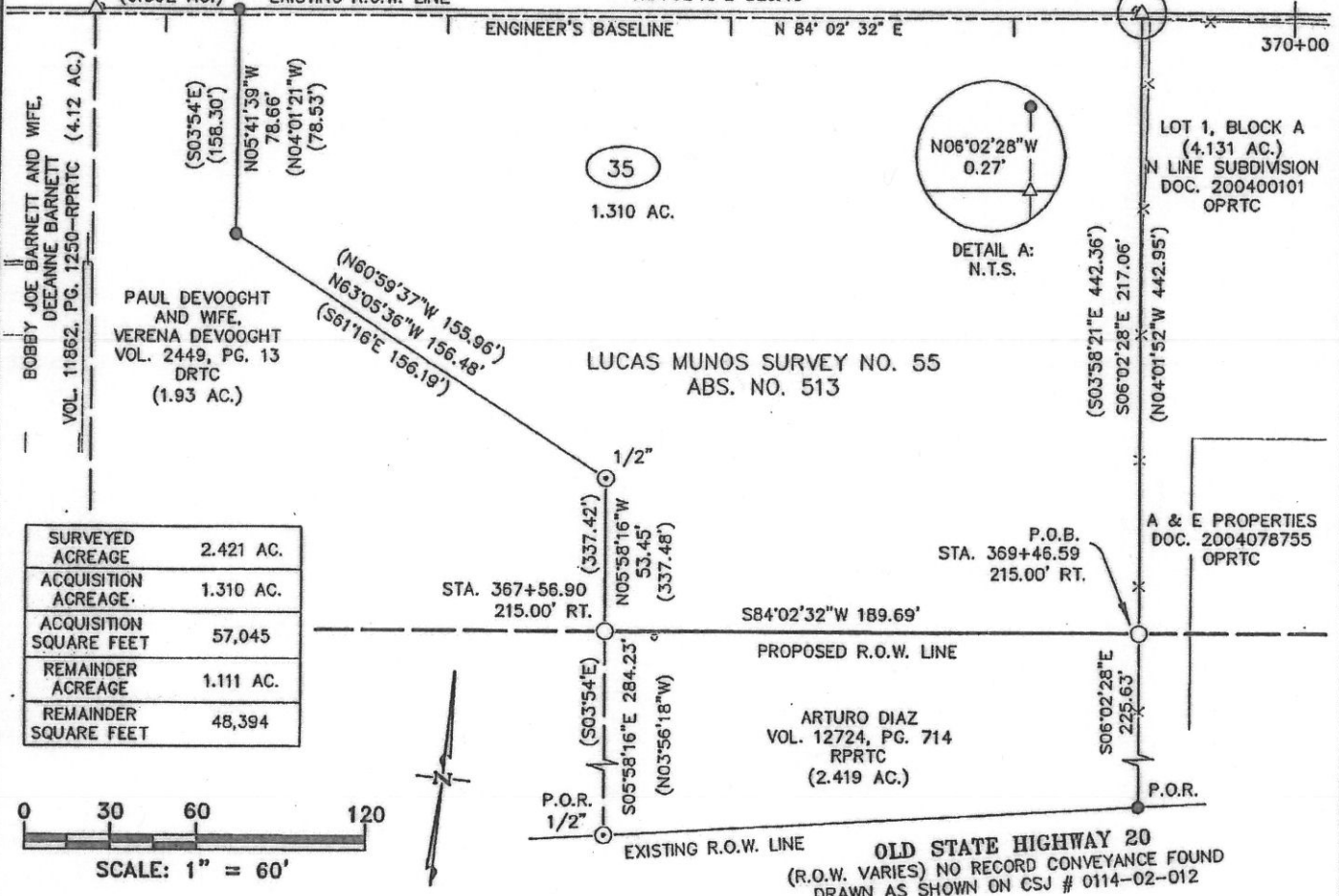
STATE OF TEXAS
VOL. 3055,
PG. 307
DRTC
(0.092 AC.)

U.S. HIGHWAY 290
(R.O.W. VARIES)

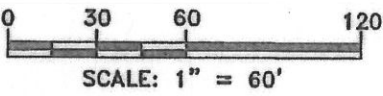
STATE OF TEXAS
VOL. 3057, PG. 1540-DRTC
VOL. 3122, PG. 1826-DRTC
(4.233 AC.)

SEE
DETAIL A

(N86°03'59"E 320.75')
(N84°02'10"E 320.46')



SURVEYED ACREAGE	2.421 AC.
ACQUISITION ACREAGE	1.310 AC.
ACQUISITION SQUARE FEET	57,045
REMAINDER ACREAGE	1.111 AC.
REMAINDER SQUARE FEET	48,394



- NOTES:
- 1) BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NADB3(93) HARN. ALL DISTANCES AND COORDINATES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.00011.
 - 2) SEE PAGES 1, 2, AND 3 OF 4 FOR A DESCRIPTION OF THIS PARCEL.
 - 3) IMPROVEMENTS SHOWN ARE TAKEN FROM TXDOT AERIAL SURVEY DIGITAL FILES.
 - 4) THIS SURVEY WAS DONE WITHOUT A TITLE REPORT OR EASEMENT SEARCH.
 - 5) ENGINEER'S BASELINE IS NOT THE SAME AS THE ORIGINAL SURVEY "CENTERLINE".
 - 6) ACCESS MAY BE PERMITTED TO AND FROM THE TRANSPORTATION FACILITY ACROSS THE PROPOSED RIGHT-OF-WAY LINE AS SHOWN HEREON, BEING THE COMMON BOUNDARY LINE BETWEEN THE PROPOSED U.S. 290 HIGHWAY FACILITY AND THE REMAINDER OF THE ABUTTING PROPERTY.

SURVEYED BY: MCGRAY & MCGRAY LAND SURVEYORS, INC.
3301 HANCOCK DR., STE 6, AUSTIN, TX 78731 512/451-8591

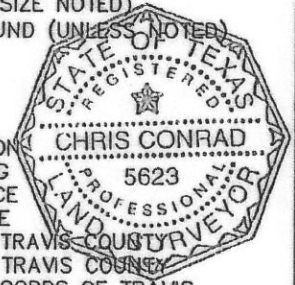
Chris Conrad

10/20/10

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE
SURVEYED ON GROUND UNDER MY DIRECT SUPERVISION

LEGEND

- TXDOT TYPE I CONCRETE MONUMENT FOUND
- ▣ TXDOT TYPE II CONCRETE MONUMENT FOUND
- ⊠ 1/2" IRON ROD SET WITH TXDOT ALUM. CAP TO BE REPLACED WITH A TXDOT TYPE II CONCRETE MONUMENT AFTER ACQUISITION
- 1/2" IRON ROD SET WITH TXDOT ALUM. CAP
- ⊙ IRON PIPE FOUND (SIZE NOTED)
- 1/2" IRON ROD FOUND (UNLESS NOTED)
- ▲ 60D NAIL FOUND
- △ CALCULATED POINT
- FENCE POST
- N.T.S. NOT TO SCALE
- (XXX) RECORD INFORMATION
- P.O.B POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- ACCESS DENIAL LINE
- PRTC PLAT RECORDS OF TRAVIS COUNTY
- DRTC DEED RECORDS OF TRAVIS COUNTY
- RPRTC REAL PROPERTY RECORDS OF TRAVIS COUNTY
- OPRTC OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY

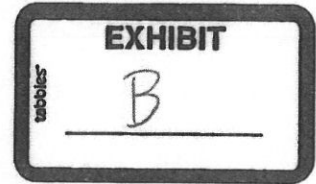


MCGRAY & MCGRAY
LAND SURVEYORS, INC.
9301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78791
(512) 451-8591

PLAT OF 1.310 AC. OF LAND OUT OF THE LUCAS MUNOS SURVEY NO. 55, ABSTRACT NO. 513, SAME BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 2.419 AC. IN A DEED TO ARTURO DIAZ, OF RECORD IN VOLUME 12724, PAGE 714, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS.

TRAVIS COUNTY
U.S. 290
CSJ 0114-02-085
PARCEL 35
PAGE 4 OF 4

SPECIAL WARRANTY DEED
US 290E Right of Way



THE STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WHEREAS, the Central Texas Regional Mobility Authority and the State of Texas are authorized to purchase and receive land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the proposed US 290E roadway improvements ("Project"); and,

WHEREAS, the acquisition of the hereinafter-described premises has been deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of the Project;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That ARTURO DIAZ, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by the Central Texas Regional Mobility Authority, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas, acting by and through the Texas Transportation Commission, all those certain tracts or parcels of land lying and being situated in the County of Travis, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 1.310 acre tract of land, more or less, out of the Lucas Munos Survey No. 55, Abstract No. 513, Travis County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 35)

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the State of Texas/Central Texas Regional Mobility Authority or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of US 290E, but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2012.

GRANTOR:

Arturo Diaz

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2012 by Arturo Diaz, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas

GRANTEE'S MAILING ADDRESS:

Central Texas Regional Mobility Authority
301 Congress Avenue
Suite 650
Austin, Texas 78701

AFTER RECORDING RETURN TO: