



**CENTRAL TEXAS
Regional Mobility Authority**

Regular Meeting of the Board of Directors

9:00 a.m
Wednesday, April 22, 2015

Lowell H. Lebermann, Jr., Board Room
3300 N. IH-35, Suite 300
Austin, Texas 78705

AGENDA

No action on the following:

1. Welcome and opening remarks by the Chairman and members of the Board of Directors.
2. Opportunity for public comment – See **Notes** at the end of this agenda.

Consent Agenda

See Notes at the end of this agenda.

3. Authorize negotiation and execution of a project development agreement with the Texas Department of Transportation for the Bergstrom Expressway 183 South project.
4. Authorize negotiation and execution of an agreement with the Texas Department of Transportation for Mobility Authority maintenance of non-tolled TxDOT facilities in roadway corridors shared with Mobility Authority toll facilities.
5. Approve a landscape license agreement with Crescent Leander TX, LLC for an entry monument to its development project on 183A.

Regular Items

Items to discuss, consider, and take appropriate action.

6. Approve the minutes for the March 25, 2015, Regular Board Meeting.
7. Accept the financial statements for March 2015.

8. Authorize a traffic engineering analysis and a traffic impact report by the Center for Transportation Research at the University of Texas at Austin on northbound traffic from the proposed Loop 1 South express lanes exiting to West César Chavez Street.
9. Amend the Policy Code to prohibit a vehicle with more than two axles from using a tolled lane on the MoPac Improvement Project unless the Policy Code exempts that vehicle from paying toll charges.
10. Amend the Policy Code relating to toll exemptions on Mobility Authority toll facilities for vehicles providing public transit.
11. Briefing and appropriate action on a proposal to live stream on the Internet meetings of the Mobility Authority Board of Directors.

Briefings and Reports

Items for briefing and discussion. No action will be taken by the Board.

12. Quarterly briefing on the MoPac Improvement Project.
 - A. Public Outreach Update.
13. Quarterly briefing on projects in environmental review.
14. Executive Director's Report.
 - A. Project updates.
 - B. Direct connect between SH 130 southbound to 290 East
 - C. Update on MoPac Express Lanes education program.
 - D. Update on proceedings before the Capital Area Metropolitan Planning Organization.
 - E. Briefing on consideration of indirect and cumulative effects of proposed roadways in an environmental review of a transportation project.

Executive Session

Under Chapter 551 of the Texas Government Code, the Board may recess into a closed meeting (an executive session) to deliberate any item on this agenda if the Chairman announces the item will be deliberated in executive session and identifies the section or sections of Chapter 551 that authorize meeting in executive session. A final action, decision, or vote on a matter deliberated in executive session will be made only after the Board reconvenes in an open meeting.

The Board may deliberate the following items in executive session if announced by the Chairman:

15. Discuss legal issues related to legislation proposed to the 84th Texas Legislature that could affect the Mobility Authority or its operations, as authorized by §551.071 (Consultation With Attorney).

Reconvene in Open Session.

16. Report on legislative issues and possible action to revise the Mobility Authority legislative program for the 84th Texas Legislature.
17. Adjourn Meeting.

Notes

Opportunity for Public Comment. At the beginning and at the end of the meeting, the Board provides a period of up to one hour for public comment on any matter subject to the Mobility Authority's jurisdiction. Each speaker is allowed a maximum of three minutes. A person who wishes to address the Board should sign the speaker registration sheet before the beginning of the public comment period. If a speaker's topic is not listed on this agenda, the Board may not deliberate the speaker's topic or question the speaker during the open comment period, but may direct staff to investigate the matter or propose that an item be placed on a subsequent agenda for deliberation and possible action by the Board. The Board may not deliberate or act on an item that is not listed on this agenda.

Consent Agenda. The Consent Agenda includes routine or recurring items for Board action with a single vote. The Chairman or any Board Member may defer action on a Consent Agenda item for discussion and consideration by the Board with the other Regular Items.

Public Comment on Agenda Items. A member of the public may offer comments on a specific agenda item in open session if he or she signs the speaker registration sheet for that item before the Board takes up consideration of the item. The Chairman may limit the amount of time allowed for each speaker. Public comment unrelated to a specific agenda item must be offered during the open comment period.

Meeting Procedures. The order and numbering of agenda items is for ease of reference only. After the meeting is convened, the Chairman may rearrange the order in which agenda items are considered, and the Board may consider items on the agenda in any order or at any time during the meeting.

Persons with disabilities. If you plan to attend this meeting and may need auxiliary aids or services, such as an interpreter for those who are deaf or hearing impaired, or if you are a reader of large print or Braille, please contact Jennifer Guernica at (512) 996-9778 at least two days before the meeting so that appropriate arrangements can be made.

Español. Si desea recibir asistencia gratuita para traducir esta información, llame al (512) 996-9778.



CENTRAL TEXAS
Regional Mobility Authority

AGENDA ITEM #1 SUMMARY

Welcome, Opening Remarks and Board Member Comments.

Welcome, Opening Remarks and Board Member Comments

Board Action Required: No



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #2 SUMMARY

Open Comment Period for Public Comment.
Public Comment on Agenda Items.

Open Comment Period for Public Comment - At the beginning of the meeting, the Board provides a period of up to one hour for public comment on any matter subject to CTRMA's jurisdiction. Each speaker is allowed a maximum of three minutes. A person who wishes to address the Board should sign the speaker registration sheet before the beginning of the open comment period. If the speaker's topic is not listed on this agenda, the Board may not deliberate the topic or question the speaker during the open comment period, but may direct staff to investigate the subject further or propose that an item be placed on a subsequent agenda for deliberation and possible action by the Board. The Board may not act on an item that is not listed on this agenda.

Public Comment on Agenda Items - A member of the public may offer comments on a specific agenda item in open session if he or she signs the speaker registration sheet for that item before the Board's consideration of the item. The Chairman may limit the amount of time allowed for each speaker. Public comment unrelated to a specific agenda item must be offered during the open comment period.

Board Action: No



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #3 SUMMARY

Authorize negotiation and execution of a project development agreement with the Texas Department of Transportation for the Bergstrom Expressway 183 South project.

Strategic Plan Relevance: Regional Mobility

Department: Engineering

Associated Costs: None

Funding Source: None

Board Action Required: Yes

Description of Matter: The Mobility Authority staff and staff at the Texas Department of Transportation (“TxDOT”) have reached agreement in principle on the terms and conditions of a Project Development, Operation, and Maintenance Agreement for the Bergstrom Expressway 183 South project (the “183S PDA”). The 183S PDA establishes the terms, conditions, and respective obligations of the Mobility Authority and TxDOT concerning development, design, construction, operation, and maintenance of the Bergstrom Expressway.

The resolution for this agenda item authorizes the Executive Director to finalize negotiations with TxDOT and execute the proposed 183S PDA in the form or substantially the same form provided as backup material for this item.

Backup material: Proposed Project Development Agreement
Draft Resolution

Contact: Wesley M. Burford, P.E., Director of Engineering

Draft: 4/14/2015

**PROJECT DEVELOPMENT, OPERATION, AND
MAINTENANCE AGREEMENT
US 183 SOUTH
("BERGSTROM EXPRESSWAY PROJECT")**

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- Exhibit “A” Description and Map
- Exhibit “A-1” Delineation of ROW for Authority Facilities
- Exhibit “A-2” Delineation of ROW for TxDOT Facilities
- Exhibit “B” Certification Regarding Use of Contract Funds for Lobbying
- Exhibit “C” Debarment Certificate
- Exhibit “D” Lower Tier Participation Debarment Certificate

**BERGSTROM EXPRESSWAY PROJECT
PROJECT DEVELOPMENT, OPERATION, AND MAINTENANCE AGREEMENT**

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT, by and between the **TEXAS DEPARTMENT OF TRANSPORTATION**, an agency of the State of Texas, as authorized by the Texas Transportation Commission, hereinafter identified as “TxDOT,” and the **CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**, a political subdivision of the State of Texas, hereinafter identified as the “Authority” (each a “Party” and jointly referred to as the “Parties”), is effective as the date the Toll Equity Grant and the SIB Loan (as defined herein) have been approved by the Texas Transportation Commission (the “Commission”) and the Parties have executed agreements for the Toll Equity Grant and SIB Loan.

WITNESSETH

WHEREAS, on September 3, 2002, Travis and Williamson Counties (the “Counties”) petitioned the Commission for authorization to form the Central Texas Regional Mobility Authority pursuant to provisions of the Texas Transportation Code; and

WHEREAS, in Minute Order No. 109052 adopted by the Commission on October 31, 2002, the Commission authorized the creation of the Authority; and

WHEREAS, the Authority now operates pursuant to Chapter 370 of the Texas Transportation Code (the “RMA Act”) and 43 TEX. ADMIN. CODE §26.11 *et seq.* (the “RMA Rules”), as well as its own policies and procedures; and

WHEREAS, the Authority is charged with funding and developing transportation projects throughout the region to provide innovative transportation solutions, promote economic development, and improve the quality of life for residents of the region; and

WHEREAS, TxDOT and the Authority have been cooperatively developing the Bergstrom Expressway Project (the “Project”), an approximately eight (8) mile project to add three tolled lanes in each direction within the existing US 183 corridor between US 290 and SH 71 and two tolled direct connectors that will connect eastbound SH 71 to northbound Bergstrom Expressway and southbound Bergstrom Expressway to westbound SH 71, all as is more fully described and depicted on Exhibit “A”; and

WHEREAS, the only portion of the Project that will be tolled is the added capacity, and at a minimum the same amount of non-tolled capacity that exists within the corridor at the time construction begins will be maintained within the corridor; and

WHEREAS, the Project is located within the jurisdiction of the Authority; and

WHEREAS, the Project is subject to the “primacy” provisions set forth in Chapter 373 of the Code; and

WHEREAS, Chapter 373 of the Code grants the Authority the first option to develop, finance, construct, and operate the Project; and

WHEREAS, pursuant to Resolution No. 14-023 passed on March 26, 2014, the Board of Directors of the Authority (the “Board”) elected to exercise its option to develop, finance, construct, and operate the Project; and

WHEREAS, in Minute Order No. _____ dated _____, 2015, the Commission approved the connection of the Project with a segment of the state highway system, and authorized the Executive Director of TxDOT to enter into a project development agreement with the Authority; and

WHEREAS, pursuant to an Advance Funding Agreement dated February 6, 2014, between TxDOT and the Authority, as amended on _____, the Authority received \$_____ in funding for utility relocations and other costs related to the Project and the Project corridor; and

WHEREAS, on _____2015, the Authority submitted a request, pursuant to 43 TEX. ADMIN. CODE Sec. 27.50, et seq (the “Toll Equity Rules”), for financial assistance in the form of a grant in the amount of \$_____ million (the “Toll Equity Grant”) to fund the costs of constructing the Project, including but not limited to the costs of utility relocations not previously performed, construction of sound walls, installation of tolling equipment, and construction of direct connectors; and

WHEREAS, on _____2015, the Authority submitted a request, pursuant to 43 TEX. ADMIN. CODE Sec. 6.1, et seq (the “SIB Rules”), for a State Infrastructure Bank loan in the amount of \$_____ million (the “SIB Loan”) to fund the costs of constructing the Project, including but not limited to the costs of utility relocations not previously performed, construction of sound walls, installation of tolling equipment, and construction of direct connectors; and

WHEREAS, the Authority intends to develop the Project through a design/build contract (the “Design/Build Contract”) and to procure the services of a design/build contractor (the “Design/Build Contractor”) pursuant to Sec. 370.401, *et. seq.*, of the RMA Act; and

WHEREAS, this Agreement is necessary and desirable to clarify the relationships between TxDOT and the Authority in connection with the development, design, construction, operation and maintenance of the Project; and

WHEREAS, this Agreement shall not be effective until the Authority and TxDOT have executed agreements for the SIB Loan and the Toll Equity Grant following approval of each by the Commission.

A G R E E M E N T

NOW, THEREFORE, the Parties agree as follows:

1. **Support for the Project.** TxDOT acknowledges its support for the financing, design, acquisition, construction, operation and maintenance by the Authority of the Project as a transportation project pursuant to the RMA Act. Without limiting the provisions of this Agreement, TxDOT and the Commission will take all actions reasonably requested by the Authority which are consistent with this Agreement and in furtherance of the purposes of this Agreement and which are consistent with applicable law. Unless and until the Authority elects to abandon its efforts to develop, construct and operate the Project or such time periods within which the Authority must pursue the Project, as required by law, lapse, TxDOT shall not advance any alternative to or conflicting proposal for the development of the Project during the term of this Agreement. Further, in its consideration of any work that might affect the Project, TxDOT shall use best efforts to minimize or avoid any adverse impact on the Project or its operations.

Nothing contained in the previous paragraph or elsewhere in this Agreement in any manner constrains the ability of TxDOT or any other entity to construct, operate, permit, or support (a) any work or improvements on highway projects necessary for improved safety, maintenance or operational purposes, (b) any rail project, (c) any HOV lanes required by environmental regulatory agencies, or (d) any highway projects or portions of a highway project included in any of the following transportation plans and programs:

- (i) 2013 - 2016 Statewide Transportation Improvement Program (STIP);
- (ii) 2014 Unified Transportation Program (UTP);
- (iii) The Metropolitan Transportation Plan 2035 adopted by CAMPO; or
- (iv) any future transportation plan or program adopted by CAMPO or a successor agency.

2. **Acquisition, Transfer, and Use of Right-of-Way.** The Project will be developed in a manner that allows for the tolled mainlanes and tolled direct connectors at SH 71 (collectively the "Authority Facilities") to be owned, operated and maintained by the Authority, and the non-tolled frontage roads, including the cross streets within the right-of-way (collectively the "TxDOT Facilities"), to be owned, operated and maintained by TxDOT. The Authority shall be responsible for acquiring the additional right-of-way necessary for the Project, and will do so in the name of the State of Texas or in the name of the Authority with provision for subsequent transfer to the State for that portion of the right-of-way to be used for the TxDOT Facilities.

It is the shared intent of TxDOT and the Authority that, after compliance with the applicable requirements of Section 373.101 of the Texas Transportation Code or (if Section 373.101 is repealed and there is no successor provision authorizing the same), Subchapter D of Chapter 228 of the Texas Transportation Code ("Subchapter D") and 43 TEX. ADMIN. CODE §§27.11-27.16,

the Authority Facilities and associated right-of-way shall be removed from the state highway system and transferred to the Authority as more specifically set forth in the following paragraph and pursuant to an agreement for the lease, sale, or conveyance of the Project (the "Transfer Agreement"). The TxDOT Facilities will not be transferred and shall remain on the state highway system.

In accordance with Section 373.101 of the Texas Transportation Code or (if Section 373.101 is repealed and there is no successor provision authorizing the same), Subchapter D, and subject to approval by the Commission, all fee interests, permanent and/or temporary easements, rights of entry, licenses, leases, personal property (if any) and other interests of any kind, whether now or hereafter acquired by purchase, condemnation, dedication or any other means by TxDOT (or otherwise held by TxDOT) for the purpose of constructing and operating the Authority Facilities (the "Property Interests") shall be removed from the state highway system and transferred by TxDOT to the Authority by order of the Commission. To further evidence that transfer, one or more deed(s) without warranty shall be prepared and recorded, utilizing the legal descriptions attached to the applicable Minute Order, which legal descriptions shall be prepared by the Authority at its cost and expense and include any corrections reasonably determined by TxDOT and mutually agreed to by the parties. All costs of recordation shall be the responsibility of the Authority. Except as otherwise provided in this Agreement, the property interests are transferred "as is," without warranty of title, and subject to all matters of record. The foregoing transfer of the property interests shall include all structures and improvements of any kind now or hereafter situated thereon, together with all stored materials, if any, and following the transfer the Authority shall have exclusive rights and control over the property, subject to any previously recorded easements or other legally valid reservations of rights.

At such time as is mutually agreed to by the parties, the Authority shall petition the Commission for approval of the transfer of the Property Interests. TxDOT agrees to promptly take such actions as are reasonably required to secure approval of the transfer as soon as possible following the filing of the petition.

Prior to such time that any right-of-way for the Project, or any portion thereof, is transferred to the Authority, the Authority shall have, and TxDOT hereby grants to the Authority, a license and right of entry and possession on, over, and under such area and right of way owned by, subsequently acquired, and otherwise under TxDOT's control and as necessary to enable the Authority to cause the Project to be constructed. Such license and rights of entry and possession shall remain in effect unless and until responsibility for construction of the Project reverts to TxDOT or is otherwise acquired and assumed by TxDOT with the consent of the Authority or pursuant to applicable law. Additionally, subject to the conditions in this Agreement, TxDOT grants to the Authority a license and right of entry and possession on, over, and under such area and right-of-way owned by, subsequently acquired, and otherwise under TxDOT's control and as necessary to enable the Authority to cause the Authority Facilities to be operated, maintained, policed, and regulated. Such license and rights of entry and possession relating to the aforementioned activities shall be deemed granted upon the Effective Date of this Agreement and shall remain in effect unless and until operation and maintenance of the Authority Facilities is otherwise acquired and assumed by TxDOT with the consent of the Authority or pursuant to applicable law. The right-of-way to which use is granted hereunder, subject to this Agreement, is generally the area upon which the Authority Facilities are, or will be, located, as depicted on

the map attached hereto as Exhibit "A-1". The license for the area upon which the TxDOT Facilities are located (as generally depicted on Exhibit "A-2") shall terminate upon "Final Acceptance" of the Project or shall terminate as to that area subject to "Incremental Acceptance" of a segment of the Project, provided that the Authority shall, subject to the conditions in this Agreement, retain a right of entry for purposes of installing and maintaining signage and illumination as provided in Section 3. For purposes of this Agreement, "Final Acceptance" means the mutual determination by the Authority and TxDOT that "Substantial Completion" (as defined in the Design/Build Contract) has been achieved and all other requirements for Final Acceptance as set forth in the Design/Build Contract have been fully satisfied (including the completion or other satisfaction of punch list items) and the Authority has issued a Certificate of Final Acceptance to the Design/Build Contractor, and "Incremental Acceptance" shall mean the mutual acceptance by the Authority and TxDOT of a designated segment of the Project that is completed to Final Acceptance requirements prior to the Final Acceptance of the entire Project.

3. Maintenance and Operation. Upon Final Acceptance of the Project or Incremental Acceptance of a segment of the Project, TxDOT shall assume all operations and maintenance obligations for the TxDOT Facilities which are the subject of Final or Incremental Acceptance. Upon the issuance of the first notice-to-proceed under the Design/Build Contract, the parties shall work cooperatively to determine appropriate signage and illumination to be located on right-of-way for TxDOT Facilities related to operation of the Authority Facilities. The Authority shall have the right to install and maintain such signage and illumination in such locations as it reasonably deems necessary to maximize the safe and efficient operation of its toll collection system and of the Authority Facilities, provided that said structures and their installation shall conform to all applicable safety codes and standards (including, if applicable, the Texas Manual on Uniform Traffic Control Devices, as amended or revised) and further provided that the signage and/or illumination, and the installation thereof, does not conflict with the operation of the TxDOT Facilities. The signage may be revised, relocated, or supplemented from time-to-time as the Authority deems necessary to assure safe operations or to enhance efficiency of the operations of the Authority Facilities or the aesthetics of the corridor, subject to conformance to all applicable safety codes and standards (including, if applicable, the Texas Manual on Uniform Traffic Control Devices, as amended or revised) and shall not conflict with the operation of any TxDOT Facilities. In the event of a conflict, the parties will work diligently to find an alternative location or other solution that will meet the Authority's objectives of safe and efficient operation of the Authority Facilities without interfering with operation of the TxDOT Facilities. The Authority Facilities shall be owned, operated, maintained, policed, and regulated by the Authority in compliance with all applicable laws, rules, regulations, policies, procedures, and standards, the provisions of this Agreement, and relevant provisions of any trust agreement(s) or similar documentation evidencing or securing the Financing, as hereinafter defined.

Subsequent to Final Acceptance, the Parties shall work together to coordinate maintenance activities (whether performed by a contractor or by TxDOT or the Authority) on the portions of the Project that each will operate so as to minimize disruptions to service and negative impacts to toll operations. The Parties mutually agree to notify and obtain approval from the other Party in advance of any lane closures or blockage of the other Party's facility. Activities on the non-toll lanes and ramps that limit access to the tolled lanes may have an impact on the operations and revenue generation of the facility, particularly during peak hours. TxDOT agrees that it will only

allow or perform closures and associated work to occur during off-peak hours, except in the event of an emergency which poses a threat to the safety of the traveling public.

4. **Utility Relocations.** There will be utility relocations required for the Project. Utility relocations shall be the responsibility of the Authority. The Authority shall ensure that all Utility relocations are performed in accordance with applicable State laws, regulations, rules, policies, and procedures. This includes without limitation 43 TEX. ADMIN. CODE §21.21 relating to State Participation in Relocation, Adjustment, and/or Removal of Utilities, and 43 TEX. ADMIN. CODE §21.31 et seq. relating to Utility Accommodation. TxDOT acknowledges that utility relocation activities may be undertaken on the Authority's behalf by a third-party contractor (including, without limitation, its Design/Build Contractor), in which case the Authority shall be responsible for ensuring that such contractor carries out all such relocation activities in a manner consistent with applicable laws and administrative regulations. The Authority shall pay, or cause to be paid, utility owners pursuant to Section 370.170 of the RMA Act. TxDOT will cooperate with the Authority in securing the performance of all necessary utility relocations.

5. **Construction Obligations of the Authority.** The Authority shall be responsible for construction of the Project. Notwithstanding the allocation of maintenance responsibilities described above, TxDOT shall, during construction activities, remain responsible for incident management, snow and ice control, and operation of the Traffic Management System (TMS) (changeable message signs, lane control signals, cameras, etc.) for the entire Project.

The Authority will not be responsible for the repair or rehabilitation of existing bridges beyond \$50,000 per bridge if the Design/Build Contractor construction activities identify deficiencies beyond those identified under Design/Build Contractor's scope. Unless a cost-sharing agreement is negotiated between the Parties, TxDOT shall be responsible for costs in excess of \$50,000 per bridge. If Design/Build Contractor uncovers out-of-scope items that need repair, including any hazardous materials requiring remediation on existing bridges, the \$50,000 shall cover fixed costs and will not include analytical costs. TxDOT and the Authority shall determine and mutually agree upon the bid unit prices in the in the Design/Build Contractor's assessment of the \$50,000 per bridge. All remediation activity of any type shall be coordinated between TxDOT, the Authority, and the Design/Build Contractor so as to minimize the impacts of such activity on the schedule for completion of the Project.

The Authority or the Design/Build Contractor for the Project shall be responsible for promptly and diligently addressing, through clean-up or other appropriate and lawful steps, based on a property use appropriate risk-based clean-up standard, any hazardous materials that exceed regulatory action levels for highway projects based on a risk-based cleanup standard and, consequently, requires special treatment or disposal ("Hazardous Materials") that are encountered within the Project right-of-way by the Authority or any contractors working on the Project. If soil excavated within the Project right-of-way in the course of the Authority's construction of the Project is identified as containing Hazardous Materials, the Authority or its contractors shall accept delivery of the identified soil and handle it properly. TxDOT shall retain generator status for any and all pre-existing Hazardous Materials discovered within the Project right-of-way. For purposes of this Agreement, the phrase "pre-existing Hazardous Materials" shall mean those Hazardous Materials located within the Project right-of-way (and contiguous areas extending beyond such right-of-way) that existed as of the effective date of the

Design/Build Contract, regardless of whether the existence of such Hazardous Materials was known prior to or at that time. Pre-existing Hazardous Materials shall not include any Hazardous Materials brought on to the Project right-of-way (and contiguous areas extending beyond such right-of-way) subsequent to the effective date of the Design/Build Contract, or that is located on any Additional Properties (as defined in the Design/Build Contract) that are D/B Contractor Designated ROW (as defined in the Design/Build Contract).

The Authority shall be responsible for the operation and regulation of the Authority Facilities in compliance with applicable law, regulations, policies, and procedures, and the relevant provisions of any trust agreement(s) or similar documentation evidencing or securing financing, if any. The Authority shall be responsible for operation and maintenance of all the tolling equipment and tolling infrastructure required for operation of the tolled lanes. The Authority may contract for the performance of any of its obligations in connection with the Project to any other third party, including without limitation a Design/Build Contractor or a toll systems integrator, provided that the Authority shall retain ultimate responsibility for the proper operation, and regulation of the tolled lanes.

6. **Control of Work.** The Authority shall be responsible for the final design and construction of the Project, including: (a) ensuring that all environmental permits, issues, and commitments are adhered to in the Project design; (b) addressing field changes for potential environmental impacts and obtaining any necessary environmental permits, issues, and commitments for such field changes; (c) ensuring that all construction plans are signed, sealed and dated by a professional engineer licensed in the State of Texas; and (d) carrying out required utility relocation and/or adjustments, if any, pursuant to Section 4. Except as hereinafter provided, the Authority shall have sole authority and responsibility for: (i) the final design of the Project and all features thereof; (ii) the selection of underwriters, investment bankers, financial advisors, legal counsel, consultants, construction managers, engineers, architects, surveyors, testing engineers and laboratories, inspecting engineers, geotechnical engineers and scientists, suppliers, a design/build contractor, contractors, subcontractors, vendors, sureties, toll system integrator and other parties retained in connection with the financing, design, construction, or operation of the Project; (iii) the commencement, sequencing and timing of design and construction activities associated with the Project; (iv) the acceptance or rejection of work or other deliverables performed under a contract let by the Authority; (v) the negotiation, bidding, and letting of contracts; and (vi) managing the operation, and toll collection requirements for the Authority Facilities.

The Authority shall be responsible for adhering to all applicable Federal Highway Administration (“FHWA”) and TxDOT rules, regulations, policies, procedures, and standards for the design and construction of the Project, except as specifically stated in this Agreement. The Authority must obtain the approval of the Commission as required by Section 370.187 of the Texas Transportation Code before construction of the Project begins, in accordance with the requirements of 43 TEX. ADMIN. CODE §§11.58 and 26.31.

Plans and specifications developed by the Authority for the Project must be in compliance with either the latest version of the TxDOT design manuals, as defined in 43 TEX. ADMIN. CODE § 27.51, or, in the absence of applicable TxDOT standards in the design manuals, with the latest version of the American Association of State Highway and Transportation Officials

("AASHTO") standards, as described in 43 TEX. ADMIN. CODE § 27.56(b)(1). For purposes of this section, the latest version of the design manuals and AASHTO standards are those that apply on the date the request for detailed proposals for the design and construction of the Project is issued by the Authority, as updated by all non-discriminatory changes made subsequent to that date. If the date that the request for detailed proposals for the design and construction of the Project is issued by the Authority is on or before December 31, 2014, the 2010 Roadway Design Manual shall be the applicable design manual.

The Authority may request exceptions to the design standards pursuant to 43 TEX. ADMIN. CODE § 27.56(b)(2). The TxDOT Executive Director or designee and FHWA may provide written approval of an exception after determining that the particular criteria could not reasonably be met due to physical, environmental or other relevant factors, and that the proposed design is a prudent engineering solution. Requests for design exceptions involving the structural capacity or bridge width shall be sent in writing to the TxDOT Executive Director or designee for review and approval.

Construction plans and specifications for the Project shall conform to the latest version of TxDOT's Standard Specifications (as adopted by TxDOT in November, 2014) for Construction and Maintenance of Highways, Streets, and Bridges, provided that the TxDOT Executive Director or designee may approve use of alternative specifications if the alternative is determined to be sufficient to ensure the quality and durability of the finished product for its intended use and the safety of the traveling public.

The Authority, its Design/Build Contractor, and TxDOT will hold an initial "scoping session" before start of the design activity and a formal review at the end of the Preliminary and Final Design. Preliminary and Final Design is defined as described in 43 TEX. ADMIN. CODE § 27.56(c). During the Preliminary and Final Design phases, TxDOT personnel will participate and provide comments on the design work with FHWA oversight. The Authority and TxDOT personnel will attend progress meetings, working meetings, design workshops, and conduct over-the-shoulder reviews throughout the design process. It is the intent of the over-the-shoulder reviews to check for basic concept-level detail, design criteria, and fatal flaws. These reviews will not include detailed calculation or drawing reviews unless deemed necessary to verify fatal flaws. The Design/Build Contractor shall be fully responsible for all aspects of design quality control (DQC) and design quality assurance (DQA) procedures and shall ensure quality by complying with the approved Design Quality Management Plan (DQMP). All submittals (e.g. plans, specifications, calculations, reports, etc.) shall be subject to review and acceptance by the Authority, with review and concurrence by TxDOT.

When a Preliminary, Intermediate or Final Design package is received, and after each design package has been reviewed by the Authority for completeness, the Authority shall submit, or shall cause its Design/Build Contractor to submit, to the TxDOT Executive Director or designee the information identified in 43 TEX. ADMIN. CODE § 27.56(c)(2) or 43 TEX. ADMIN. CODE § 27.56(c)(4). The Authority and TxDOT shall conduct reviews of each design submittal concurrently. The Design/Build Contractor shall verify that all quality processes are in compliance with the DQMP by certifying that each design package has been prepared in accordance with the DQMP. The Authority shall formally transmit to the Executive Director or

designee a signed and dated certification from the Design/Build Contractor that the design package is complete and meets contract requirements. For a Final Design package, the Design/Build Contractor shall also certify that Authority and TxDOT comments from the Preliminary and Intermediate Design submittals have been addressed and/or incorporated into the Final Design package.

TxDOT will review and provide to the Authority comments on each design package for inclusion in one set of design review comments to be sent to the Design/Build Contractor. TxDOT shall complete its review and the TxDOT Executive Director or designee shall notify the Authority in writing of its concurrence of with the design within ten (10) business days of receipt of the Preliminary and Final Design packages, and within fifteen (15) business days of receipt the Intermediate Design submittal. If rejected, a resubmittal of the design package shall be required for TxDOT concurrence. Resubmittal of any Preliminary or Final Design package will afford TxDOT an additional review period of ten (10) business days after receipt thereof; and an additional fifteen (15) business days after receipt of the resubmittal of an Intermediate Design package. If no notification of concurrence with a package is received from TxDOT by the end of the applicable review period, TxDOT shall be deemed to have concurred with the package, provided that prior to the expiration of the applicable review period TxDOT may notify the Authority, in writing, that additional time is needed to review specific aspects of the package, in which case the deemed concurrence shall only be for those items not identified as being the subject of further review. For any items identified in the written notice as requiring further review TxDOT shall use its best efforts to expedite the further review and to minimize any resulting delays. After TxDOT's review is complete, the TxDOT Executive Director or designee shall submit the design package (or such portions thereof as have been concurred with or deemed to have been concurred with) for FHWA review and concurrence. The Authority will have two (2) business days to review TxDOT and FHWA comments and incorporate into a unified Review Comment Summary and Resolution (RCSR) form. If conflicts or need for clarifications are identified, the Authority and TxDOT will conduct a comment concurrence meeting. After concurrence the Authority will forward comments to the Design/Build Contractor within fifteen (15) business days of receipt of a complete submittal package.

For purposes of this Agreement, the phrase "business day(s)" shall exclude Saturdays, Sundays, and state and federal holidays.

The Design/Build Contractor will have an opportunity to correct or submit additional information to cure any defects or deviations identified by the Authority and TxDOT. Each comment provided by the Authority and TxDOT will be required to be addressed and a response formulated by the Design/Build Contractor.

The Design/Build Contractor shall provide advance notice to the Authority and TxDOT a minimum of ten (10) business days prior to submitting a Preliminary, Intermediate, or Final Design package. If the package is not received on the date indicated in the advance notice, the Authority and TxDOT shall retain the right to extend their review period by one (1) business day for every business day the package was submitted either earlier or later than the date indicated in the advance notice.

Before the start of the 30% design activity, the Authority shall cause its Design/Build Contractor to schedule design workshops to discuss specialized items (at a minimum for retaining walls, sound walls, bridges, and drainage) on the Project. The Authority or its Design/Build Contractor may request additional in-progress design workshops in advance of design submittals. TxDOT shall participate and provide the Design/Build Contractor and/or its designers Project-specific guidance to assist in the design development.

After 30% review but prior to commencement of construction of any portion of the Project, the Authority shall provide TxDOT with early release or release for construction designs, plans, and specifications prepared by its Design/Build Contractor. The Authority shall cause its Design/Build Contractor to make changes to said designs, plans, and specifications as necessary to comply with the design criteria prescribed in this Agreement. Upon approval by the Authority of the early release or release for construction designs, plans, and specifications, the Authority shall have the right to begin or cause its Design/Build Contractor to begin construction of the Project.

The Authority is responsible for establishing and maintaining a system of internal audits. TxDOT and the Authority shall use quality audit results as a tool to review and implement continuous improvement to the DQMP and design activities.

The Authority shall ensure that the plans for and the construction of the Project are in compliance with the Texas Accessibility Standards issued by the Texas Department of Licensing and Regulation and with the Americans with Disability Act Accessibility Guidelines issued by the U.S. Architectural and Transportation Barriers Compliance Board.

To the extent that any revisions to the Design/Build Contract require TxDOT approval, the Authority shall submit, or shall cause its Design/Build Contractor to submit, the proposed revision to TxDOT. TxDOT shall promptly complete its review and the TxDOT Executive Director or designee shall notify the Authority of approval or disapproval of the contract revision within twenty (20) business days. In the event TxDOT withholds approval of the information submitted, it shall notify the Authority of the reasons therefore within such twenty (20) day period. The Authority will have an opportunity to correct or submit additional information to cure any defects or deviations identified by TxDOT. TxDOT shall review and respond to any such re-submittal within five (5) business days.

Construction oversight and inspection, and materials testing and inspection shall be the responsibility of the Authority. The Authority shall use all reasonable efforts to achieve "Substantial Completion" (as defined in the Design/Build Contract) of the Project by December 31, 2021. As provided in Section 14 of this Agreement, the Authority shall cause its Design/Build Contractor to provide to TxDOT an electronic copy and hard set of final construction plans, signed, sealed and dated by a professional engineer, licensed in the State of Texas, certifying that the Project was constructed in accordance with the approved plans and specifications and approved contract revisions.

TxDOT may conduct any and all oversight activities it deems necessary to comply with FHWA oversight requirements or as otherwise expressly required by FHWA. TxDOT shall cooperate

with the Authority and its Design/Build Contractor in conducting such activities, and shall make good faith efforts to minimize or avoid any delay in the performance of development work by the Authority or its Design/Build Contractor. TxDOT personnel may attend partnering meetings, weekly construction status meetings, and monthly long-term strategy meetings. TxDOT personnel may visit the Project periodically and as reasonably necessary to comply with oversight requirements. Any such visits or oversight activities conducted by TxDOT shall be in accordance with the Authority's and the Design/Build Contractor's safety procedures and policies. FHWA may perform construction oversight and periodic construction inspections and review. The Authority shall make available and provide safe access to FHWA to all work areas.

7. **Responsibility for Design.** The Authority acknowledges and fully accepts its responsibility for the design and construction of the Project, and the Authority further acknowledges and fully accepts responsibility for the regulation, signage, and overall operation of the Authority Facilities and hereby contracts to accept said responsibility in any litigation. Neither TxDOT nor the Authority waives, relinquishes, limits or conditions its governmental immunity or any other right to avoid liability which it otherwise might have to third parties. Nothing in this Agreement shall be construed as creating any liability in favor of any third party or parties against either TxDOT or the Authority, nor shall it ever be construed as relieving any third party or parties from any liabilities of such third party or parties to TxDOT or the Authority.

8. **Environmental Permits and Compliance.** An Environmental Decision is anticipated to be obtained for the Project on or before May 1, 2015. The Authority shall be responsible for compliance with applicable requirements of state and federal law regarding environmental permits, issues, and commitments (EPIC) during construction. This shall include, without limitation, full compliance with the approved Environmental Documents (which includes the Environmental Assessment and the Environmental Decision) and completion of any required Section 7 consultations and any required mitigation and additional permitting. In order to fully vest the Authority with the ability and obligation to comply with all EPIC, TxDOT, to the extent permitted by law, hereby commits to transfer and assign to the Authority, as soon as is reasonably practicable, all rights and delegate all obligations granted under the approved Environmental Documents for the Project. In the event that changes are made to the scope of the Project which require a re-evaluation of (or supplement to) the approved Environmental Documents, the cost of such work shall be borne by TxDOT if it requests the change in scope and by the Authority if it requests the change in scope. In the event that conditions which were not reasonably anticipated by either Party are encountered in the course of compliance with EPIC and/or which require a change to the Environmental Documents, the Parties agree to work in good faith to determine a mutually agreeable cost-sharing arrangement.

9. **Contracting Procedures.** Pursuant to Texas Transportation Code Section 370.401, et. seq., the Authority is developing the Project through the Design/Build Method (as defined in Texas Transportation Code Chapter 370, Subchapter K). TxDOT and FHWA representatives have had, and will continue to have, the opportunity to observe the design/build procurement process for purposes of confirming compliance with applicable laws and regulations and to participate in the review of competitive submittals. TxDOT shall in no way be liable for any claims, protests, or causes of action arising out of the design/build procurement process. The Authority shall not execute the Design/Build Contract or authorize work under the Design/Build

Contract until TxDOT and FHWA provide, in writing, the required concurrence or approval. The Authority shall ensure compliance by its selected Design/Build Contractor with the applicable provisions of this Agreement.

10. **HUB Policy; DBE Guidelines.** The Authority shall require its Design/Build Contractor to comply with the Authority's Business Opportunity Policy (the "Policy") as set forth in the Authority's Resolution No. 03-60, as may be amended. Additionally, the Authority shall require its Design/Build Contractor to comply with the applicable DBE guidelines and regulations established in 49 CFR Part 26, as may be amended. In the event of a conflict between the Authority's policy and requirements of federal law, the latter shall control. The Authority shall provide to TxDOT quarterly reports regarding compliance with this paragraph.

11. **Compliance With Applicable Laws.** It is the Authority's obligation to monitor its Design/Build Contractor to ensure the Design/Build Contractor prosecutes its scope of work in compliance with all state and federal laws, including without limitation: (a) labor compliance standards are met in accordance with the provisions of the "Davis-Bacon and Related Acts" established in 29 CFR Parts 1, 3 and 5, and (b) wages of the Design/Build Contractors' employees are not less than those contained in the wage determination established by the U.S. Department of Labor. Additionally, the Authority shall monitor its Design/Build Contractor to ensure compliance with (x) the anti-kickback regulations established in 29 CFR Part 3; (y) the provisions of Title VI of the Civil Rights Act of 1964 codified in 49 CFR Part 21 and 23 CFR Part 710.405(b); and (z) the equal employment opportunity standards established in 41 CFR Part 60, provided that the Authority shall not be liable for violations of the foregoing laws, orders and regulations by the Design/Build Contractor. The Authority shall cause its Design/Build Contractor to make available to the governmental agencies responsible for enforcement of the above-referenced laws, orders and regulations, all documentation and records necessary to review and audit the various requirements established under this Section 11. To the extent required by law, the Authority's construction contract(s) and/or design-build contract(s) shall include the provisions required by FHWA Form 1273, Required Contract Provisions, together with the applicable provisions of the Clean Air Act and Clean Water Act codified in 42 USC 1368, et seq., including but not limited to the certification of the National Pollution Discharge Elimination System permits established under Section 402 of the Clean Water Act. Compliance with these provisions shall be the responsibility of the Authority for all contracts let by the Authority subsequent to the Effective Date of this Agreement. In addition, the Authority shall, to the extent required by law, be responsible for compliance with the Uniform Relocation Assistance and Land Acquisition Policies Act of 1970. This Section 11 shall operate and be construed solely as acknowledging and obligating the Authority to comply with the referenced Federal laws *only* to the extent that, and *only* for so long as, such compliance is required; if due to a change in the law or for any other reason any of the foregoing requirements are found to be inapplicable to the Authority, this Agreement shall be deemed modified automatically to delete said requirement(s). The Authority may rely on the legal opinion of its legal counsel in connection with any action taken or arising under this Agreement, provided that said opinion shall not bind TxDOT or the FHWA.

The Parties shall comply with all applicable federal and state laws, statutes, 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. When requested, the Authority shall

furnish TxDOT with satisfactory proof of this compliance. The Authority shall provide or obtain all applicable permits, plans, or other documentation required by a federal or state entity.

12. **Toll System Interoperability.** Prior to deploying any toll collection equipment or technology the Authority (or its contractor) shall certify to TxDOT that the technology complies with any statewide interoperability standards adopted by TxDOT and with the requirements of any interoperability agreements between TxDOT and the Authority.

13. **Maintenance of Records.** All Project records and documents of the Authority must be made available to authorized representatives of TxDOT and the FHWA during normal work hours. All Project records and documents must be maintained by the Authority for four (4) years after final payment of construction costs incurred in connection with the Project. Additionally, TxDOT, the FHWA, and their duly authorized representatives shall have access to all governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions, including records in the possession of the Authority's agents to the extent that they relate to expenditures for which reimbursement is requested. Notwithstanding the foregoing, the Authority shall comply with all Federal laws pertaining to the retention of records and the provision of access thereto. The Authority shall maintain its books and records in accordance with generally accepted accounting principles in the United States, subject to any exceptions required by existing bond indentures of the Authority, and shall provide TxDOT with a copy of any audit of those books and records.

The State Auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this Agreement or the Financial Assistance Agreement, or indirectly through a contract or subcontract under this Agreement. Acceptance of funds from the state 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.

The Authority shall comply with the audit requirements and other requirements relating to project records in 43 Tex. Admin. Code §27.55(b), including having a full audit of its books and records performed annually in accordance with the standards of OMB Circular No. A-133. 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.

14. **Reports and Plans.** The Authority shall deliver to TxDOT quarterly progress reports for the Project prepared by the Authority's general engineering consultant. Within six (6) months after Final Acceptance of the Project, the Authority will deliver to TxDOT the final record drawings and documents, pursuant to the terms and conditions of this Agreement.

15. **The Financing.** The Authority intends to secure financing for the Project through the SIB Loan, the Toll Equity Grant, and possibly other debt instrument(s). TxDOT shall have no obligation or liability with respect to such financing, provided, however, that if reasonably requested by the Authority, TxDOT shall promptly provide assurances and/or other forms of information necessary or desirable for obtaining the financing, provided that said assurances are, in TxDOT's reasonable judgment, consistent with the provisions of this Agreement and, if

applicable, consistent with accepted practice in the municipal finance industry. Notwithstanding anything in this Agreement to the contrary, this Agreement shall not be effective, and the Authority may not perform any work under this Agreement, until the SIB Loan and Toll Equity Grant have been approved by the Commission and the parties have executed agreements for each.

16. Termination of this Agreement. This Agreement may be terminated upon the occurrence of any of the following conditions:

- (a) By written mutual agreement and consent of the Parties hereto;
- (b) By either Party hereto, upon the failure of the other Party to fulfill the obligations as set forth in this Agreement, provided that the Parties must have first followed the procedures set forth in Section 17 below;
- (c) By TxDOT, upon the inability of the Authority to secure financing for the Project, including due to the Commission's failure to approve the Toll Equity Grant or SIB Loan or the Parties' inability to reach agreement on definitive terms of the agreement for the Toll Equity Grant or SIB Loan;
or
- (d) By satisfactory completion of all responsibilities and obligations described herein.

Notwithstanding the termination of this Agreement as provided for above, the rights and obligations granted under Section 2 shall survive termination of this Agreement and shall only terminate as provided for in Section 2.

17. Dispute Resolution. The Authority and TxDOT will set up a formalized process to resolve any issues that arise in connection with this Agreement. The process will include an issues resolution ladder to resolve questions at the appropriate organizational levels of each Party. Any issues that cannot be resolved by use of the issues resolution ladder will be referred to the Authority's Executive Director or designee and TxDOT's Executive Director or designee to resolve. If a dispute is processed under the issues resolution ladder and not resolved, the Parties agree to use the procedures in the following sentences. The Party making a claim may advance it in accordance with the statutes and administrative rules applicable on the Effective Date, including all statutory provisions that effect a waiver, in whole or part, of sovereign immunity to suit for the purpose of adjudicating a claim for a breach under this Agreement. The parties agree to use any alternative dispute resolution procedure that is a part of the applicable claim procedure. The Parties shall satisfy the requirement for alternative dispute resolution by participating in non-binding arbitration, unless otherwise agreed to by the Parties. During the resolution of an issue the Authority and TxDOT will not hinder work under the Agreement and such work will proceed.

18. Successors and Assigns. This Agreement shall bind, and shall be for the sole and exclusive benefit of, the Parties and their legal successors, including without limitation any successor agency to TxDOT or the Authority. Other than as provided in the preceding sentence, neither TxDOT nor the Authority shall assign, sublet, or transfer its interest in this Agreement

without the prior written consent of the other Party to this Agreement, unless otherwise provided by law.

19. Officials Not to Benefit. No member or delegate to the Congress of the United States of America shall be admitted to any share or part of this Agreement or to any benefit arising therefrom. No member, officer, or employee of the State of Texas, TxDOT, the Authority, or of a local public body during his/her tenure shall have interest in this Agreement or the benefits/proceeds thereof. Pursuant to the provisions of 31 USC 1352, the Authority shall complete the "Certification Regarding Use of Contract Funds for Lobbying", attached hereto as Exhibit "B" and made a part hereof for all purposes.

20. Debarment Requirements. The Authority shall require its Design/Build Contractor to complete the "Debarment Certification", attached hereto as Exhibit "C" and made a part hereof for all purposes. All subcontractors to the Authority's Design/Build Contractor must complete the "Lower Tier Participation Debarment Certification", a sample copy being attached hereto as Exhibit "D" and made a part hereof for all purposes.

21. Circulation of the Agreement. Copies of this Agreement will be provided to, reviewed and relied upon by underwriters, investment bankers, brokerage firms, bond counsel, and similar parties in connection with the provision of any additional Project financing.

22. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of the Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.

23. Written Amendments. Any changes in the character, agreement, terms and/or responsibilities of the Parties hereto must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by the Authority and TxDOT.

24. Notices. All notices to either Party by the other required under this Agreement shall be delivered personally or sent by certified or registered U.S. Mail, postage prepaid, addressed to such Party at the following respective addresses:

Texas Department of Transportation
Austin District Office
7901 N. IH 35
Austin, Texas 78753
Attention: District Engineer

Central Texas Regional Mobility Authority
3300 North IH 35, Suite 300
Austin, Texas 78705
Attention: Executive Director

with copies to:

Texas Department of Transportation
Office of General Counsel
125 E. 11th Street
Austin, Texas 78701

Locke Lord LLP
600 Congress Avenue, Suite 2200
Austin, Texas 78701
Attention: C. Brian Cassidy

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either Party hereto may change the above address by sending written notice of such change to the other in the manner provided for above.

25. Gratuities. Any person who is doing business with or who may do business with TxDOT under this Agreement may not make any offer of benefits, gifts, or favors to employees of TxDOT. The only exceptions allowed are ordinary business lunches and items that have received the advance written approval of TxDOT's Executive Director.

26. Conflict of Interest. The Authority shall not assign an employee to the Project if the employee:

- (a) owns an interest in or is an officer or employee of a business entity that has or may have a contract with TxDOT relating to the Project;
- (b) has a direct or indirect financial interest in the outcome of the Project;
- (c) has performed services regarding the subject matter of the Project for an entity that has a direct or indirect financial interest in the outcome of the Project or that has or may have a contract with TxDOT; or
- (d) is a current part-time or full time employee of TxDOT.

27. Limitations. All covenants and obligations of TxDOT and the Authority under this Agreement shall be deemed to be valid covenants and obligations of said entities, and no officer, director, or employee of TxDOT or the Authority shall have any personal obligations or liability hereunder.

28. Sole Benefit. This Agreement is entered into for the sole benefit of TxDOT and the Authority and their respective successors and permitted assigns. Nothing in this Agreement or in any approval subsequently provided by either Party hereto shall be construed as giving any benefits, rights, remedies, or claims to any other person, firm, corporation or other entity, including, without limitation, the public in general.

29. Relationship of the Parties. Nothing in this Agreement shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent between TxDOT and the Authority, nor do the Parties, by this Agreement, intend to create a joint enterprise, joint venture, or partnership.

30. Authorization. Each Party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement. If and to the extent that any approval or action by the Governor of the State of Texas is required to effectuate or authorize any provision of this Agreement, TxDOT agrees that it will use all reasonable efforts to obtain said approval or action. Each signatory on behalf of TxDOT and the Authority, as applicable, is fully authorized to bind that entity to the terms of this Agreement.

31. Interpretation. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party having or being deemed to have drafted, prepared, structured, or dictated such provision.

32. Conflicts. Insofar as possible the provisions of this Agreement shall be deemed complementary to the terms of any agreement under which TxDOT is providing financial assistance to the Authority to fund certain costs of the Project (the “Financial Assistance Agreements”), but in the event of conflict the terms of the Financial Assistance Agreements shall control.

IN WITNESS WHEREOF, TxDOT and the Authority have executed this Agreement by three (3) multiple counterparts on the dates shown herein below, effective on the date listed above.

**CENTRAL TEXAS
REGIONAL MOBILITY AUTHORITY**

**TEXAS DEPARTMENT OF
TRANSPORTATION**

By: _____
Mike Heiligenstein,
Executive Director

By: _____
LtGen J.F. Weber, USMC (Ret)
Executive Director

Date: _____

Date: _____

[Type text]

EXHIBIT "A"
Bergstrom Expressway Project

[Type text]

EXHIBIT "A-1"
Description of ROW for Authority Facilities

[Type text]

EXHIBIT "A-2"
Description of ROW for TxDOT Facilities

[Type text]

EXHIBIT "B"

Certification Regarding Use of Contract Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.

(2) 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. 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.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require the language of this certification to be included in all lower tier subcontracts which exceed \$100,000, and that all such recipients shall certify and disclose accordingly.

Signature of Certifying Official

Typed Name

Title

Date

[Type text]

EXHIBIT "C"

Debarment Certificate

- (1) The CONTRACTOR certifies to the best of its knowledge and belief, that its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public* transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public* transactions terminated for cause or default.
- (2) Where the CONTRACTOR is unable to certify to any of the statements in this certification, such CONTRACTOR shall attach an explanation to this certification.

*federal, state or local

Signature of Certifying Official

Title

Date

[Type text]

EXHIBIT "D"

Lower Tier Participant Debarment Certification

(Negotiated Contracts)

_____, being duly sworn

(insert name of certifying official)

or under penalty of perjury under the laws of the United States, certifies that

neither _____ nor its

(insert name of lower tier participant)

principals are presently:

- debarred, suspended, proposed for debarment,
- declared ineligible,
- or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the above identified lower tier participant is unable to certify to any of the above statements in this certification, such prospective participant shall indicate below to whom the exception applies, the initiating agency, and dates of action.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

EXCEPTIONS:

Signature of certifying Official

Title

Date of Certification

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

RESOLUTION NO. 15-___

**AUTHORIZING NEGOTIATION AND EXECUTION OF A PROJECT
DEVELOPMENT AGREEMENT WITH THE TEXAS DEPARTMENT OF
TRANSPORTATION FOR THE BERGSTROM EXPRESSWAY 183 SOUTH PROJECT.**

WHEREAS, under the FY 2015-2018 Transportation Improvement Program adopted by the Capital Area Metropolitan Planning Organization, the Mobility Authority is proceeding with development of the Bergstrom Expressway 183 South Project (the "Project"), and must obtain additional funding for continued development, construction, and completion of the Project; and

WHEREAS, before beginning construction of the Project the financial assistance agreement obligates the Mobility Authority and the Texas Department of Transportation ("TxDOT") to enter into an agreement to establish terms and conditions for the development, design, construction, operation, and maintenance of the Project (the "PDA"),

WHEREAS, the Mobility Authority staff and consultants and staff for TxDOT have discussed and agreed to a proposed PDA, subject to revisions both parties agree are necessary or desirable, and a copy of that proposed PDA has been provided to the Board as agenda backup information for this resolution; and

WHEREAS, the Executive Director recommends approval of the proposed PDA in the form or substantially in the form provided to the Board as agenda backup information.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the proposed PDA, and authorizes the Executive Director to finalize negotiations and execute the PDA in the form or substantially in the form provided to the Board as agenda backup information.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 22nd day of April, 2015.

Submitted and reviewed by:

Approved:

Andrew Martin, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #4 SUMMARY

Authorize negotiation and execution of an agreement with the Texas Department of Transportation for Mobility Authority maintenance of non-tolled TxDOT facilities in roadway corridors shared with Mobility Authority toll facilities.

Strategic Plan Relevance: Regional Mobility; Sustainability

Department: Engineering

Associated Costs: N/A

Funding Source: N/A

Board Action Required: Yes

Description of Matter: Under this proposed Interlocal Agreement (ILA) with TxDOT, the Mobility Authority will provide all maintenance and operational services for the Manor Expressway, MoPac Improvement Project, and the 71 Express project for both the Mobility Authority's tolled facilities and for TxDOT's non-tolled facilities. The ILA will be for a period of five years, subject to either party's power to terminate the agreement with notice. TxDOT will pay the Mobility Authority for services based on a percentage of the Mobility Authority's cost to provide the service, subject to a cap on total payments. The services provided for TxDOT facilities include routine maintenance activities such as asphalt and concrete pavement repairs, cleaning and sweeping roadway facilities, mowing and roadside vegetation maintenance, repair of signing, striping, lighting, guardrail, and safety appurtenances, and incident management. The Mobility Authority and TxDOT have agreed on a proposed ILA (attached), subject to revisions both parties agree are necessary or desirable.

The resolution for this agenda item authorizes the Executive Director to finalize negotiations with TxDOT and execute the proposed ILA in the form or substantially the same form provided as backup material for this item.

Backup material: Proposed Maintenance ILA
Draft Resolution

Contact: Wesley M. Burford, P.E., Director of Engineering

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT

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

I. CONTRACTING PARTIES:

The Texas Department of Transportation	TxDOT
Central Texas Regional Mobility Authority	Local Government (Mobility Authority)

II. PURPOSE: Local Government will provide routine maintenance of the three highway corridors identified by the Project Location Maps attached as **Attachments E-1** (Manor Expressway), **E-2** (MoPac Improvement Project), and **E-3** (71 Express). TxDOT will contribute to the costs Local Government incurs to provide that maintenance.

III. STATEMENT OF SERVICES TO BE PERFORMED: The Local Government will procure and, through its contractor, undertake and carry out services described in **Attachment A**, Scope of Services.

IV. CONTRACT PAYMENT: The total amount of this contract shall not exceed the lesser amount of \$_____, or the total of all TxDOT Payments established by **Attachment B**, Budget. Payments shall be billed monthly.

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

VI. LEGAL AUTHORITY:

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

The governing body, by resolution or ordinance, dated _____, has authorized the Local Government to provide the scope of services.

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

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (Mobility Authority)

By _____ Date _____
AUTHORIZED SIGNATURE

Mike Heiligenstein

Title Executive Director

FOR THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
Kenneth Stewart
Director of Contract Services

ATTACHMENT A

Scope of Services

A. Facilities to be Maintained Under this Contract

The Mobility Authority will provide routine maintenance for all Mobility Authority and TxDOT facilities located within the designated maintenance limits for the three Central Texas highway corridors generally identified by the maps included as Attachment E:

1. Manor Expressway (Attachment E-1);
2. MoPac Improvement Project (Attachment E-2); and
3. 71 Express (Attachment E-3);

The designated maintenance limits include all entrance and exit ramps and turnarounds within the public rights-of-way of each of these highway corridors, as may be further identified and shown on any maintenance maps mutually acceptable to the parties (the "Designated Maintenance Areas").

B. Condition Assessment

A Condition Assessment is a monthly inspection of 10% of the centerline mile length of all roadways in the Designated Maintenance Areas. Inspection limits for each Condition Assessment will be selected on a random sample basis by Mobility Authority. Condition Assessments will be scheduled by the Mobility Authority no less frequently than 12 times per year during the first two years of the Vendor Contract. Mobility Authority shall provide reasonable notice to TxDOT of the date, time, and location of each scheduled Condition Assessment so that TxDOT may be present at the Condition Assessment. After the second anniversary of the effective date of the Vendor Contract, if the Contractor has demonstrated consistent, satisfactory performance the Mobility Authority may, in its sole discretion after consulting with TxDOT, reduce the frequency of Condition Assessments in accordance with the terms and conditions of the Vendor Contract.

C. Maintenance Inspections

The Mobility Authority conducts a maintenance inspection of its tolled facilities each year and will provide a copy of that inspection report to TxDOT upon its completion.

TxDOT may conduct any special or additional inspections on non-tolled portions of the system in addition to a Condition Assessment. TxDOT agrees to provide reasonable notice to Mobility Authority of the date, time, and location of each such special or additional inspection so that the Mobility Authority may be present at the inspection, and agrees to provide a copy of any such inspection report to Mobility Authority upon the request of the Mobility Authority.

D. Material Testing

Mobility Authority shall coordinate with TxDOT on Quality Assurance material sampling and testing for acceptance. The costs of such tests submitted to the Materials and Testing Division shall be paid by:

1. Mobility Authority, for materials tested that will be placed only on tolled portions of the Designated Maintenance Areas;
2. TxDOT, for materials tested that will be placed on only on non-tolled portions of the Designated Maintenance Areas; or
3. both the Mobility Authority and TxDOT in a reasonable pro-rata share to be agreed by the parties, for materials tested that are placed on both tolled and non-tolled portions of the Designated Maintenance Areas.

E. Reporting Requirements

The Mobility Authority will maintain a Computerized Maintenance Management System (CMMS) to track and validate work performed during this contract. Mobility Authority will provide TxDOT copies of reports on a monthly basis, or as requested, that cover any work performed on TxDOT facilities.

Bridge Inspection and Appraisal Program (BRINSAP) reports are conducted biannually by TxDOT for all bridges, with the exception of pedestrian bridges. TxDOT shall provide Mobility Authority with copies of BRINSAP reports on a biannual basis. TxDOT shall coordinate with Mobility Authority in addressing any maintenance deficiencies on TxDOT bridges where the maintenance is subject to the terms of this contract.

TxDOT shall notify Mobility Authority of any reports conducted by TxDOT in regards to inspections of assets, including but not limited to: pavement management reports, overhead sign inspection reports, or special inspection reports that are conducted in response to assets exhibiting signs of abnormal wear or fatigue. TxDOT agrees to provide to the Mobility Authority a copy of any such report or study upon the request of the Mobility Authority.

F. Mobility Authority and TxDOT Coordination

Mobility Authority and TxDOT agree to coordinate and participate as needed in recurring interagency status meetings and providing feedback on the Mobility Authority's maintenance of TxDOT facilities during the term of this contract.

TxDOT hereby designates [insert name/title] as its primary contact and [insert name/title] as alternate contact to consult and coordinate with Mobility Authority throughout the duration of this contract.

For the initial staffing requirements to administer the contract, the parties anticipate that 3 to 4 people will be required as follows:

- 1 Maintenance Manager
- 2 full-time field inspectors
- 1 part-time administrative support

Field inspectors may consist of TxDOT personnel due to limited in-house maintenance staff at Mobility Authority. This also ensures that the specific needs of TxDOT are being met on the non-tolled portions of the system.

ATTACHMENT B

Budget and TxDOT Participation Fees

FY2016-FY2020

TxDOT will reimburse the Local Government for TxDOT’s share of maintenance costs, established and calculated as a percentage of the costs incurred to provide maintenance in the Designated Maintenance Areas for each corridor, but excluding from the percentage calculation any of the costs set forth in paragraph A below. In addition to this percentage reimbursement, TxDOT shall pay or reimburse the Mobility Authority for any costs incurred by the Mobility Authority at TxDOT’s request under paragraph B.

The Mobility Authority and TxDOT shall review the percentage split and other aspects of the Mobility Authority’s maintenance obligation under this agreement on an annual basis and may agree to modify the percentage payment by an amendment to this agreement.

Table A.1: Cost Sharing Percentage Split

Roadway	Mobility Authority %	TxDOT %
Manor Expressway	61%	39%
Mopac Improvement Project	25%	75%
71 Express	48%	52%

A. Costs Excluded from Cost Sharing

1. TxDOT is not participating and is not obligated under this contract to pay any portion of a cost incurred by the Mobility Authority to maintain the following Mobility Authority facilities:
 - (a) any maintenance costs for flexible delineators (pylons) associated with the tolled express lane on the MoPac Improvement Project;
 - (b) toll in-lane processing (ILP) buildings;
 - (c) emergency generators;
 - (d) trailheads; or
 - (e) a shared use path.

2. None of the costs listed in subparagraph (A)(1) above shall be included in gross maintenance expenses used to calculate the percentage reimbursement paid by TxDOT to the Mobility Authority under Table A-1 above.

B. TxDOT Payment For A Lane Closure and Other Line Items

1. TxDOT agrees to pay in full any costs incurred for a lane closure or any other line item requested by TxDOT.

ATTACHMENT C

General Terms and Conditions

Article 1. Additional Work

- A. If the Local Government is of the opinion that any assigned work is beyond the scope of this contract and constitutes additional work, it shall promptly notify TxDOT in writing. The written notice shall present the relevant facts and show how the work constitutes additional work.
- B. If TxDOT in its sole discretion finds that the work does constitute additional work, TxDOT shall so advise the Local Government and a written amendment will be executed. The Local Government shall not perform any proposed additional work or incur any additional costs before the execution of an amendment.
- C. TxDOT shall not be responsible for actions by the Local Government or for any costs incurred by the Local Government relating to additional work that is performed before an amendment is executed or that is outside the scope of the contract, as amended.

Article 2. Amendments

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

Article 3. Notice to Proceed

If Attachment A requires a notice to proceed, the Local Government shall not proceed with any work or incur any costs until TxDOT issues a written notice to the Local Government authorizing work to begin. Any costs incurred by the Local Government before receiving the notice are not eligible for reimbursement.

Article 4. Conflicts Between Agreements

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

Article 5. Nonconforming Work

If the Local Government submits work that does not comply with the terms of this contract, TxDOT shall instruct the Local Government to make any revisions that are necessary to bring the work into compliance with the contract. No additional compensation shall be paid for this work.

Article 6. Termination

This contract terminates at the end of the contract term, when all services and obligations contained in this contract have been satisfactorily completed, by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first. TxDOT shall compensate the Local Government only for those eligible expenses that are incurred during this contract and that are directly attributable to the completed portion of the work covered by this contract and only if the work has been completed in a manner satisfactory and acceptable to TxDOT. The Local Government shall neither incur nor be reimbursed for any new obligations after the date of termination.

Article 7. Funding

TxDOT shall pay for services from appropriation items or accounts from which like expenditures would normally be paid. Payments received by the Local Government shall be credited to the current appropriation items or accounts from which expenditures of that character were originally made. If for

any reason subcontractors and suppliers, if any, are not paid before TxDOT reimburses the Local Government for their services, the Local Government shall pay the subcontractors and suppliers all undisputed amounts due for work no more than 10 days after the Local Government receives payment for the work unless a different time is specified by law. This requirement also applies to all lower-tier subcontractors and suppliers and must be incorporated in all subcontracts. If the Local Government fails to comply with this Article, TxDOT may withhold payments and suspend work until the subcontractors and suppliers are paid. The Local Government is authorized to submit requests for reimbursement no more frequently than monthly and no later than ninety (90) days after costs are incurred.

Article 8. Basis for Calculating Reimbursement Costs

TxDOT will reimburse the Local Government for actual costs incurred in carrying out the services authorized in Attachment A, Scope of Services, subject to the cost categories and estimated costs set forth in Attachment B, Budget. TxDOT shall compensate the Local Government for only those eligible expenses incurred during this contract that are directly attributable to the completed portion of the work covered by this contract, provided that the work has been completed in a manner satisfactory and acceptable to TxDOT. The Local Government shall not incur or be reimbursed for any new obligations after the effective date of termination. The Local Government shall bill TxDOT for actual travel expenses, not to exceed the limits reimbursable under state law. Out-of-state or out-of-country travel by the Local Government requires prior approval by TxDOT.

Article 9. Gratuities

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

Article 10. Conflict of Interest

The Local Government shall not assign an employee to a project if the employee:

- A. owns an interest in or is an officer or employee of a business entity that has or may have a contract with the state relating to the project;
- B. has a direct or indirect financial interest in the outcome of the project;
- C. has performed services regarding the subject matter of the project for an entity that has a direct or indirect financial interest in the outcome of the project or that has or may have a contract with TxDOT; or
- D. is a current part-time or full-time employee of TxDOT.

Article 11. Local Government Resources

All employees of the Local Government shall have adequate knowledge and experience to enable them to perform the duties assigned to them. The Local Government certifies that it currently has adequate qualified personnel in its employment to perform the work required under this contract or will be able to obtain adequate qualified personnel from sources other than TxDOT. On receipt of written notice from TxDOT detailing supporting factors and evidence, the Local Government shall remove from the project any employee of the Local Government who is incompetent or whose conduct becomes detrimental to the work. Unless otherwise specified, the Local Government shall furnish all equipment, materials, supplies, and other resources required to perform the work.

Article 12. Assignment Subcontracts

A subcontract may not be executed by the Local Government without prior written authorization by TxDOT. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this contract. No subcontract will relieve the Local Government of its responsibility under this contract. Neither party shall assign any interest in this agreement.

Article 13. Responsibilities of the Parties

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

Article 14. Disputes

The Local Government shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services. TxDOT shall be responsible for the settlement of any dispute concerning this contract unless the dispute involves a subcontract.

Article 15. No Assignment

Neither party shall assign, sublet, or transfer any interest in this agreement.

Article 16. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any default, but either party may avail itself of any remedy existing at law or in equity, and all remedies shall be cumulative.

Article 17. License for TxDOT Logo Use

- A. Grant of License; Limitations:** The Local Government is granted a limited revocable non-exclusive license to use the registered TxDOT trademark logo (TxDOT Flying "T") on any deliverables prepared under this contract that are the property of the State. The Local Government may not make any use of the registered TxDOT trademark logo on any other materials or documents unless it first submits that request in writing to the State and receives approval for the proposed use. The Local Government agrees that it shall not alter, modify, dilute, or otherwise misuse the registered TxDOT trademark logo or bring it into disrepute.
- B. Notice of Registration Required:** The Local Government's use of the Flying "T" under this article shall be followed by the capital letter R enclosed within a circle (®) that gives notice that the Flying "T" is registered in the United States Patent and Trademark Office (USPTO).
- C. No Assignment or Sublicense:** The Local Government may not assign or sublicense the rights granted by this article without the prior written consent of the State.
- D. Term of License:** The license granted to the Local Government by this article shall terminate at the end of the term specified by this contract.

Article 18. Records and Ownership

- A.** The Local Government agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs at its office during the contract period and for four years from the date of final payment under the contract. These materials shall be made available for inspection and copying by TxDOT, by the State Auditor's Office, and by their authorized representatives. If the contract is federally funded, these materials shall also be made available for inspection and copying by the U.S. Department of Transportation and by the Office of the Inspector General.

- B. After completion or termination of this contract, all documents prepared by the Local Government or furnished to the Local Government by TxDOT shall be delivered to and become the property of TxDOT. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, on request, to TxDOT without restriction or limitation of further use.
- C. TxDOT shall own all title to, all interests in, all rights to, and all intellectual property (including copyrights, trade and service marks, trade secrets, and patentable devices or methods) arising from or developed under this contract.
- D. Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by the Local Government or its subcontractors under this contract shall be owned by TxDOT and will be delivered to TxDOT at the time the contract is completed or terminated.
- E. The State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

Article 19. Reference to Costs Principles and Circulars

Reimbursement with state or federal funds will be limited to costs determined to be reasonable and allowable under cost principles established in OMB Circular A-21, "Cost Principles for Educational Institutions," or OMB Circular A-87, "Cost Principles for State and Local Governments." 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.

Article 20. Equal Employment Opportunity

The Local Government agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulations, 41 CFR Part 60. The Local Government agrees to consider minority universities for subcontracts when the opportunity exists. The Local Government warrants that it has developed and has on file appropriate affirmative action programs as required by applicable rules and regulations of the Secretary of Labor.

Article 21. Nondiscrimination

- A. The Local Government shall comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in federally-assisted programs, including 49 CFR, Part 21; 23 CFR, Subchapter C; and 41 CFR, Part 60-74 (the Regulations).
- B. The Local Government, with regard to the work performed during this agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.
- C. In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurements of materials and leases of equipment, but not including routine purchase orders, each potential subcontractor or supplier shall be notified by the Local Government of the Local Government's obligations under this agreement and the Regulations.
- D. The Local Government shall provide all information and reports required by the Regulations and directives issued under the Regulations and shall permit access to its books, records, accounts,

other sources of information, and facilities as may be determined by the Texas Department of Transportation or the U.S. Department of Transportation to be pertinent to ascertain compliance with the Regulations or directives. If any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government shall so certify to the Texas Department of Transportation or the U.S. Department of Transportation, whichever is appropriate, and shall set forth what efforts the Local Government has made to obtain the requested information.

- E. In the event of the Local Government's noncompliance with the nondiscrimination provision of this agreement, the Texas Department of Transportation shall impose such sanctions as it or the U.S. Department of Transportation may determine to be appropriate.
- F. The Local Government shall include the provisions of paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, except routine purchase orders, unless exempt by the Regulations or directives. The Local Government shall take such lawful action with respect to any subcontract or procurement as the Texas Department of Transportation may direct as a means of enforcing these provisions, including sanctions for noncompliance. In the event the Local Government becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of directions given by TxDOT, the Local Government may request the Texas Department of Transportation to enter into the litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into litigation to protect the interests of the United States.

Article 22. Noncollusion

The Performing Agency warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Performing Agency, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. If the Performing Agency breaches or violates this warranty, the Texas Department of Transportation shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

Article 23. Lobbying Certification

In executing this agreement, each signatory certifies 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 Performing Agency 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 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This statement is a material representation of fact upon which reliance was placed when this agreement was made or entered into. Submission of this statement is a prerequisite for making or entering into this agreement imposed by Title 31 U.S.C. §1352. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

By executing this agreement, the parties affirm this lobbying certification with respect to the Project and affirm this certification of the material representation of facts upon which reliance will be made.

Article 24. 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 TxDOT, the Local Government shall furnish TxDOT with satisfactory proof of its compliance with this Article.

Article 25. Signatory Warranty

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

Article 26. Notices

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

Local Government:	Central Texas Regional Mobility Authority Attn: Ginny Burcham, Construction & Maintenance Manager 3300 N. IH-35, Suite 300 Austin, Texas 78705
TxDOT:	[TO BE PROVIDED]

All notices shall be deemed given on the date delivered in person or deposited in the mail. 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.

ATTACHMENT D
Resolution or Ordinance

ATTACHMENT E

Location Maps Showing Project Attachment E-1: Project Location Map – Manor Expressway



Legend	
 Maintenance Limits	

**Interlocal Agreement
290E Maintenance Map**

Attachment E-2: Project Location Map – Mopac Improvement Project



Legend — Maintenance Limits	Interlocal Agreement Mopac Maintenance Map
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Attachment E-3: Project Location Map – 71 Express



Legend — Maintenance Limits	Interlocal Agreement SH71 Express Maintenance Map
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**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 15-___

**AUTHORIZING NEGOTIATION AND EXECUTION OF AN AGREEMENT WITH
THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE MOBILITY
AUTHORITY TO PROVIDE MAINTENANCE FOR TXDOT FACILITIES ADJOINING
CERTAIN MOBILITY AUTHORITY ROADWAYS.**

WHEREAS, by Resolution No. 15-015, the Board authorized and directed the Executive Director a to procure a performance based maintenance contract for existing and future Mobility Authority roadways and related facilities, and for adjacent Texas Department of Transportation roadways;

WHEREAS, the Mobility Authority and TxDOT have discussed and, subject to revisions both parties agree are necessary or desirable, agreed to a proposed interlocal agreement (“ILA”), under which the Mobility Authority will provide all maintenance services for Mobility Authority and TxDOT facilities in the Manor Expressway, the MoPac Improvement Project, and the 71 Express project, and TxDOT will pay the Mobility Authority the proportionate cost of providing maintenance services for TxDOT on those roadway corridors; and

WHEREAS, a copy of the proposed ILA has been provided to the Board as agenda backup information for this resolution and the Executive Director recommends approval of the proposed ILA in the form or substantially in the form provided to the Board.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the proposed ILA, and authorizes the Executive Director to finalize negotiations and execute the ILA in the form or substantially in the form provided to the Board as agenda backup information.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 22nd day of April, 2015.

Submitted and reviewed by:

Approved:

Andrew Martin, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #5 SUMMARY

Approve a landscape license agreement with Crescent Leander TX, LLC for an entry monument to its development project on 183A.

Strategic Plan Relevance: Regional Mobility

Department: Engineering/Legal

Associated Costs: N/A

Funding Source: N/A

Board Action Required: Yes

Description of Matter: Crescent Leander TX, LLC. has requested authorization to install an entrance monument and related landscaping in public right-of-way at the main entrance to its Bryson Development, located at the US183//183A intersection. The proposed License Agreement, if approved, grants that request on terms substantially identical to the license agreement with the Block House Municipal Utility District for a monument and landscaping at 183A and Scottsdale Road.

Backup material: Draft License Agreement
Draft Resolution

Contact: Wesley M. Burford, P.E., Director of Engineering

LANDSCAPE LICENSE AGREEMENT

THIS LANDSCAPE LICENSE AGREEMENT (this "License") is entered into effective April _____, 2015, by and between **CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**, a political subdivision of the State of Texas operating under Chapter 370 of the Texas Transportation Code ("Authority"), and **CRESCENT LEANDER, TX, LLC**, a Delaware limited liability company ("Developer"), and is as follows:

RECITALS

A. Authority controls and manages public rightofway including and adjacent to the 183/183-A intersection for the Highway 183A Toll Road (the "Public ROW").

B. Developer is the owner of real property known as the "Bryson" development, which is adjacent to the 183/183-A intersection, and desires to undertake certain landscape improvements on the portions of the Public ROW as described and depicted on the attached **Exhibit A** (the "Licensed Property").

C. Developer has requested that Authority grant Developer certain rights and privileges as to the Licensed Property.

NOW, THEREFORE, for and in consideration of the payment by Developer of \$10.00 and in further consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. Grant of License over the Licensed Property. Developer is hereby granted a license over, under, through, and across the Licensed Property for the purpose of constructing, placing, installing, maintaining, operating, inspecting, repairing, relocating, replacing, and removing landscaping, masonry walls, identification signage, irrigation, fencing, lighting, and related landscape and hardscape improvements and making electrical connections thereto, including, without limitation, sidewalk, trees, grass, shrubs, flowering plants, and/or other landscaping (collectively, the "Landscaping Improvements"). Developer will not construct or install any other type of improvements on or within the Licensed Property without the prior written approval of Authority, which approval shall not be unreasonably withheld, conditioned or delayed. Authority will not remove any Landscaping Improvements or other improvements existing on the Licensed Property or any other property of Developer without the prior written consent of Developer. Authority will be obligated to restore or replace any Landscaping Improvements that are removed, damaged, or destroyed as a result of Authority's use of the Licensed Property.

2. Conflicting Rights. Subject to any and all existing (recorded or unrecorded) easements, licenses or other grants existing as of the effective date hereof, Authority covenants that Authority (i) will not use the Licensed Property in any manner that interferes with Developer's use of the Licensed Property under this License and (ii) will not convey any other license, easement, or conflicting rights on, within, or to the Licensed Property that is inconsistent with Developer's use of the Licensed Property under this License. Authority, Developer or any other third party exercising any rights within the Licensed Property will be liable for any and all damages resulting to the Licensed Property and the Landscaping Improvements as a result of their activities and, upon completing such activities, will be responsible for restoring the surface of the Licensed Property, at such party's sole cost and expense.

3. Termination. This License will be perpetual; provided, however, Developer may terminate this License at any time upon 30 days' prior written notice to Authority, and, if use of the Licensed Property by Authority becomes necessary for a substantiated public purpose, Authority may terminate this License upon 30 days' prior written notice to Developer. Upon receipt or submittal of a notice of termination of this License, Developer may remove any Landscape Improvements within the 30 day notice period.

4. Maintenance.

a. Developer will maintain all Landscaping Improvements in a neat and attractive manner and in good operating condition. Developer is not and will not be construed as Authority's agent in contracting for any Landscaping Improvements or other improvements on or to Licensed Property, and will have no authority to pledge, mortgage, hypothecate, or otherwise encumber any interest in Licensed Property or any other property of Authority.

b. Developer will indemnify and hold harmless Authority from and against any and all actions, suits or claims (and all costs and expenses associated therewith) arising out of Developer's actions or inactions regarding the Licensed Property. Developer will not create or permit to be created or remain, and will discharge, at Developer's sole cost and expense, and will indemnify Authority against any and all liens, encumbrances, or charges levied on account of any builder's, supplier's, mechanic's, laborer's, materialmen's, or similar lien which might become a lien, encumbrance, or charge upon Licensed Property, or the income derived therefrom, with respect to any work or services performed or material furnished by or at the direction of Developer. If any such liens, encumbrances, or charges are filed against Licensed Property, by reason of work or services performed or material furnished by or at the direction of Developer, Developer, within 30 days after the filing thereof, will use its reasonable efforts to cause the same to be fully discharged and released of record by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise.

c. Developer will not park any maintenance vehicles or stockpile any materials on or along Highway 183A. Developer will provide advanced notice to Authority of any large deliveries of materials or maintenance work to the Licensed Property that would materially affect the flow of traffic in the area, and, if, prior to the date any such delivery or work is scheduled to take place, Authority notifies Developer that the delivery or work must be rescheduled, Developer and Authority will agree on a reasonable rescheduling of the delivery or work.

d. Developer is advised that construction of a shared-use-path along Highway 183A is anticipated. Developer will not obstruct the shared-use-path while performing maintenance activities on the Landscaped Property.

5. Assignment. This License and all rights, duties, or obligations hereunder may be assigned by Developer, with the consent of the Authority in its sole discretion, by a written assignment executed by the Authority, the Developer, and the assignee. Any attempt by Developer to make an assignment without such approval will terminate this License and all privileges granted to Developer hereunder. Nothing in this License shall be construed to give any person or entity, other than the parties hereto, any legal or equitable right, remedy, or claim under this License. Authority, without the consent of any other party, will be entitled to transfer or convey all or any portion of Licensed Property to any party provided that such transfer or conveyance is expressly made subject to this License.

6. No Real Property Interest. This License is a grant of the rights specified herein, and shall not be interpreted or construed to convey any rights in real property or rights that run with the land.

7. Entire Agreement. This License constitutes the entire agreement between the parties. This License may be amended only by a writing signed by both parties. No waiver of any right hereunder shall be effective unless in writing.

8. Miscellaneous. This License shall be governed by the laws of the State of Texas. This License is performable and enforceable in Williamson County, Texas. If any provision of this License is held invalid, the remainder of this License shall continue in full force and the invalid provision shall be replaced by one which, being valid, most closely reflects the intention of the parties contained in the invalid provision. Time is of the essence with respect to this License. This License may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. Electronic signatures on this License shall be valid and enforceable to the same extent as original signatures.

9. Contacts. All communications shall be submitted to the following:

Authority: Central Texas Regional Mobility Authority
Attention: Wesley M. Burford, P.E.
Director of Engineering
Address: 3300 N. IH-35, Suite 300
Austin, Texas 78705
Phone: (512) 996-9778
Email: wburford@ctrma.org

Developer: Crescent Leander, TX, LLC
Attention: Tommy Tucker
Address: 7000 N. Mopac Expressway, Suite 200
Austin, TX 78731
Phone: 512-514-6920
Email: TTucker@crescentcommunities.com

(Signature page follows)

EXECUTED to be effective as of the date first written above.

AUTHORITY:

**CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY**

By: _____
Name: Mike Heiligenstein, Executive Director

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

The instrument was acknowledged before me on _____, 2015, by
_____, _____ of Central Texas Regional
Mobility Authority, on behalf of such entity.

(seal)

Notary Public, State of Texas

DEVELOPER:

CRESCENT LEANDER, TX, LLC, a Delaware limited liability company

By: _____

Name: Thomas G. Tucker

Title: Vice President

THE STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2015, by Thomas G. Tucker, vice president of Crescent Leander, TX, LLC, a Delaware limited liability company, on behalf of such limited liability company.

(seal)

Notary Public Signature

EXHIBIT A
Licensed Property

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

RESOLUTION NO. 15-___

**APPROVING A LANDSCAPE LICENSE AGREEMENT WITH
CRESCENT LEANDER TX, LLC FOR AN ENTRY MONUMENT
TO ITS DEVELOPMENT PROJECT ON 183A.**

WHEREAS, Crescent Leander TX, LLC (“Crescent”) has requested to a license agreement with the Mobility Authority to install and maintain an entrance monument and landscaping in public right-of-way controlled and managed by the Mobility Authority at the main entrance to Crescent’s “Bryson” development at the US183/183A intersection; and

WHEREAS, the Executive Director and Crescent have negotiated a proposed Landscape License Agreement, a copy of which has been provided to the Board as agenda backup information for this resolution.

WHEREAS, the Executive Director recommends approval of the proposed Landscape License Agreement in the form or substantially in the form provided to the Board as agenda backup information.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves the proposed Landscape License Agreement; and

BE IT FURTHER RESOLVED that the Landscape License Agreement may be finalized and executed by the Executive Director on behalf of the Mobility Authority in the form or substantially in the form provided to the Board as agenda backup information.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 22nd day of April, 2015.

Submitted and reviewed by:

Approved:

Andrew Martin, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #6 SUMMARY

Approve the minutes for the March 25, 2015,
Regular Board Meeting.

Department: Law
Funding Source: None
Board Action Required: Yes (by Motion)
Description of Matter:

Approve the Minutes for the March 25, 2015, Regular Board Meeting

Reference: Draft Minutes, March 25, 2015, Regular Board Meeting
Contact: Andrew Martin, General Counsel

MINUTES

Regular Meeting of the Board of Directors of the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

Wednesday, March 25, 2015
9:00 A.M.

The meeting was held in the Mobility Authority's Lowell H. Lebermann, Jr. Board Room at 3300 N. Interstate 35, #300, Austin, Texas 78705-1849. Notice of the meeting was posted March 20, 2015 at the respective County Courthouses of Williamson and Travis Counties; online on the website of the Secretary of State; online on the website of the Mobility Authority; and in the Mobility Authority's office lobby at 3300 N. Interstate 35, #300, Austin, Texas 78705-1849.

1. **Welcome and Opening Remarks by Chairman Ray Wilkerson.**

After noting that a quorum of the Board was present, Chairman Ray Wilkerson called the meeting to order at 9:06 a.m. Directors present at the time the meeting was called to order were Mr. Jim Mills, Ms. Nikelle Meade, Mr. Bob Bennett, Mr. David Singleton, Mr. Charles Heimsath, and Mr. David Armbrust.

2. **Opportunity for Public Comment.**

No public comments were given.

Chairman Wilkerson announced at 9:07 a.m. that the Board would recess the open meeting and would convene the Audit Committee Meeting.

Audit Committee Chairman Bob Bennett called the Audit Committee to order at 9:07 a.m. and took up the following Audit Committee agenda item:

Award a contract for independent auditing services.

Ms. Cindy Demers presented this item.

Mr. Charles Heimsath moved for approval of a contract for independent auditing services with Padgett & Weaver, and Mr. David Singleton seconded the motion. The motion was adopted by unanimous consent, and the resolution was approved as drafted.

Chairman Bob Bennett adjourned the Audit Committee meeting at 9:11 a.m. by unanimous consent.

Chairman Wilkerson reconvened the Board meeting to consider the following agenda items:

3. Approve the minutes for the March 25, 2015, Regular Board Meeting.

Chairman Ray Wilkerson presented for Board consideration the minutes for the March 25, 2015 Regular Board Meeting. Mr. David Singleton moved to approve the minutes as drafted, and Ms. Nikelle Meade seconded the motion. The motion carried unanimously 7-0, and the minutes were approved as drafted.

4. Approve the financial statements for March 2015.

Mr. Bill Chapman presented this item and provided an explanation of the projections and current transactions included in the monthly financial statements. There was nothing unusual to report on the March 2015 financial statements.

Mr. Tim Reilly provided an end to end explanation of the Mobility Authority's toll transaction processes.

Mr. Bob Bennett moved for approval, and Mr. David Singleton seconded the motion. The motion carried unanimously, 7-0, and the resolution was approved as drafted.

Briefing and discussion on the following:

5. Update on the MoPac Improvement Project.

Mr. Paul Petrich, HNTB MoPac Project Manager, presented this item and discussed negotiations of enhancements and additional time to complete them. A schedule has been received and reviewed from the design build contractor that incorporates additional time for negotiated enhancements. The substantial completion date may move to the end of the 2015 calendar year pending approval from FHWA.

There were 415 workers on the project in February 2015, and the projection for March 2015 is 450 workers. CH2M Hill is in final negotiations with Lane Construction to provide more "on the ground" resources in an effort to expedite remaining work.

The Board discussed the need for talking points concerning the project status, additional improvements, and completion schedule. Staff agreed to develop and provide that information to the Board.

No action was taken on this item.

6. Update on CAMPO activities and programs.

Mr. Ashby Johnson, CAMPO Executive Director, presented this item and discussed current CAMPO activities and projects included in their long range plan.

No action was taken on this item.

11. Executive Director's report.

Mr. Wes Burford recognized Ginny Burcham for her dedication working long hours coordinating with local law enforcement and emergency contractors for each of the ice events this winter for Mobility Authority roadways.

Mr. Bill Ihlo of Stantec, and Mr. Marshall Crawford of Chase Morgan provided a presentation on data used for Mobility Authority traffic and revenue studies.

Mr. Rick L'Amie provided an update on public communication and ongoing research for adding live streaming video to Board Meetings.

Mr. Tim Reilly provided an update on operations and tolls for rental cars.

Mr. Mike Heiligenstein recognized Mr. Marshall Crawford for his work for the Mobility Authority over the years, and congratulated him on his retirement.

Chairman Wilkerson announced that he understood no executive sessions were necessary, and without objection the Board would now take up Item 12 on the agenda.

12. Authorize execution of a contract to acquire for the Bergstrom Expressway (183 South) Project a 0.0479 acre parcel of real estate owned by the City of Austin, located at the intersection of Darby Street and Wilcab Road in Travis County, for \$1,460, the appraised value of the parcel.

Mr. Andy Martin presented this item, and recommended acquisition of the parcel from the City of Austin for amount of \$1,460.00.

Mr. Charles Heimsath moved for approval, and Ms. Nikelle Meade seconded the motion. The motion carried unanimously, 7-0, and the resolution was approved as drafted.

14. Report on legislative issues and possible action to revise the Mobility Authority legislative program for the 84th Texas Legislature.

The report on legislative issues was deferred until the April 22, 2015 Board Meeting.

Chairman Ray Wilkerson declared the meeting adjourned at 11:44 a.m. with unanimous consent.



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #7 SUMMARY

Accept the financial statements for March 2015.

Department: Finance

Funding Source: None

Board Action Required: Yes

Description of Matter:

Presentation and acceptance of the monthly financial statements for March 2015

Reference: Draft Resolution

Draft Financial Statements for March 2015

Contact: Bill Chapman, Chief Financial Officer

Cindy Demers, Controller

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

RESOLUTION NO. 15-___

ACCEPT THE FINANCIAL STATEMENTS FOR MARCH 2015.

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 March 2015, and has caused Financial Statements to be prepared and attached to this resolution as Exhibit 1.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the Financial Statements for March 2015, attached as Exhibit 1.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 22nd day of April, 2015.

Submitted and reviewed by:

Approved:

Andrew Martin, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

Exhibit 1

Financial Statements for March 2015

Central Texas Regional Mobility Authority

Balance Sheet

	as of 03/31/2015	as of 03/31/2014	
Assets			
Current Assets			
Cash			
Regions Operating Account	\$ 576,588	\$ 668,374	
Cash In TexSTAR	681,056	2,909,893	
Regions Payroll Account	136,374	109,405	
Restricted Cash			
Fidelity Govt MMA	225,194,903	174,759,953	
Restricted Cash-TexStar	8,552,206	9,367,117	
Overpayments account	73,309	35,565	
Total Cash and Cash Equivalents	235,214,437	187,850,307	
Accounts Receivable			
Accounts Receivable	14,892	20,969	
Due From TTA	599,458	287,203	
Due From NTTA	317,070	157,671	
Due From HCTRA	572,053	147,303	
Due From TxDOT	2,057,769	947,335	
Interest Receivable	29,101	90,453	
Total Receivables	3,590,342	1,650,934	
Short Term Investments			
Certificates of Deposit	-		
Agencies	54,730,861	54,007,166	
Total Short Term Investments	54,730,861	54,007,166	
Total Current Assets	293,535,640	243,508,407	
Total Construction In Progress	120,204,169	402,192,715	
Fixed Assets (Net of Depreciation)			
Computers	61,016	88,362	
Computer Software	989,306	399,584	
Equipment	4,635	15,294	
Autos and Trucks	2,299	9,198	
Buildings and Toll Facilities	5,699,940	5,877,055	
Highways and Bridges	609,535,764	320,483,617	
Communication Equipment	424,916	621,031	
Toll Equipment	20,562,637	11,142,458	
Signs	11,521,969	8,646,951	
Land Improvements	12,413,568	6,922,078	
Right of Way	85,152,004	46,642,851	
Leasehold Improvements	184,418	172,717	
Total Fixed Assets	746,552,473	401,021,196	
Other Assets			
Intangible Assets	13,157,388	15,032,168	
2005 Bond Insurance Costs	4,981,859	5,337,706	
Prepaid Insurance	46,260	45,683	
Total Other Assets	18,185,508	20,415,557	
Total Assets	\$ 1,178,477,790	\$ 1,067,137,875	

as of 03/31/2015

as of 03/31/2014

Liabilities**Current Liabilities**

Accounts Payable	874,863	117,114
Construction Payable-Maha Loop	5,978,720	1,294,488
Overpayments	75,134	37,058
Interest Payable	9,958,869	8,632,117
TCDRS Payable	40,793	45,535
Due to Other Entities	1,079,593	338,436

Total Current Liabilities	<u>18,007,973</u>	<u>10,464,748</u>
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Long Term Liabilities

Accrued Vac & Sick Leave Payable	<u>189,089</u>	<u>189,089</u>
Total Long Term Payables	189,089	189,089

Bonds Payable

Senior Lien Revenue Bonds		
Senior Lien Revenue Bonds 2010	110,770,441	107,244,519
Senior Lien Revenue Bonds 2011	308,491,120	307,797,538
Senior Refunding Bonds 2013	182,555,000	185,810,000
Sn Lien Rev Bnd Prem/Disc 2010	63,047	103,017
Sn Lien Rev Bnd Prem/Disc 2011	(3,471,214)	(3,612,590)
Sn Lien Rev Bnd Prem/Disc 2013	14,847,451	17,513,595
Total Senior Lien Revenue Bonds	<u>613,255,844</u>	<u>614,856,079</u>

Sub Lien Revenue Bonds		
Subordinated Lien Bond 2011	70,000,000	70,000,000
Sub Refunding Bnds 2013	102,530,000	103,960,000
Sub Lien Bond 2011 Prem/Disc	(1,813,536)	(1,911,517)
Sub Refunding 2013 Prem/Disc	3,422,264	3,917,658
Tot Sub Lien Revenue Bonds	<u>174,138,728</u>	<u>175,966,141</u>

Other Obligations

2011 Regions Draw Down Note	1,730,258	3,049,820
2013 American Bank Loan	<u>5,300,000</u>	<u>5,300,000</u>
Total Other Obligations	7,030,258	8,349,820

Total Long Term Liabilities	<u>794,613,919</u>	<u>799,361,129</u>
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Total Liabilities	<u>812,621,892</u>	<u>809,825,877</u>
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Net Assets

Contributed Capital	35,847,060	18,734,896
Net Assets Beginning	263,492,791	153,684,260
Current Year Operations	<u>66,516,047</u>	<u>84,892,842</u>
Total Net Assets	<u>365,855,898</u>	<u>257,311,998</u>

Total Liabilities and Net Assets	<u>\$ 1,178,477,790</u>	<u>\$ 1,067,137,875</u>
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Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2015	Actual Year to Date 3/31/2015	Percent of Budget	Actual Prior Yr to Date 3/31/2014
Revenue				
Operating Revenue				
Toll Revenue-TxTag-183A	22,080,350	19,660,860	89.04%	17,767,797
Toll Revenue-HCTRA-183A	1,089,491	1,181,725	108.47%	904,243
Toll Revenue-NTTA-183A	1,041,069	743,677	71.43%	696,847
Toll Revenue-TxTag-Manor	8,341,268	5,808,403	69.63%	1,625,451
Toll Revenue-HCTRA Manor	1,542,774	1,243,620	80.61%	235,194
Toll Revenue-NTTA-Manor	401,121	272,685	67.98%	71,346
Video Tolls 183A	8,414,300	4,911,964	58.38%	4,331,978
Video Tolls Manor Expressway	4,548,325	1,693,352	37.23%	549,980
Fee revenue 183A	2,660,832	1,549,966	58.25%	1,722,255
Fee revenue Manor Expressway	1,520,242	697,417	45.88%	393,149
Total Operating Revenue	51,639,772	37,763,669	73.13%	28,298,240
Other Revenue				
Interest Income	180,000	232,066	128.93%	131,811
Grant Revenue	2,399,600	86,916,108	3622%	83,363,066
Misc Revenue	-	15,959		3,187,761
Total Other Revenue	2,579,600	87,164,132	3379%	86,682,638
Total Revenue	\$ 54,219,372	\$ 124,927,801	230.41%	\$ 114,980,878
Expenses				
Salaries and Wages				
Salary Expense-Regular	2,286,142	1,743,159	76.25%	1,658,451
Part Time Salary Expense	51,000	-	0.00%	-
Overtime Salary Expense	3,000	-	0.00%	-
Salary Reserve	40,000	-	0.00%	-
TCDRS	334,167	235,412	70.45%	230,876
FICA	104,780	70,401	67.19%	68,430
FICA MED	33,417	25,406	76.03%	24,202
Health Insurance Expense	223,733	149,921	67.01%	150,336
Life Insurance Expense	5,903	3,069	52.00%	2,184
Auto Allowance Expense	10,200	1,275	12.50%	5,100
Other Benefits	190,809	119,827	62.80%	78,862
Unemployment Taxes	12,960	4,158	32.08%	194
Total Salaries and Wages	3,296,111	2,352,629	71.38%	2,218,635

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2015	Actual Year to Date 3/31/2015	Percent of Budget	Actual Prior Yr to Date 3/31/2014
Administrative				
Administrative and Office Expenses				
Accounting	5,000	5,575	111.50%	8,212
Auditing	70,000	51,888	74.13%	51,480
Human Resources	50,000	81,753	163.51%	6,021
IT Services	63,000	40,405	64.13%	27,185
Internet	6,700	1,098	16.39%	824
Software Licenses	20,200	18,880	93.46%	18,958
Cell Phones	12,100	8,473	70.03%	8,906
Local Telephone Service	25,000	10,882	43.53%	11,618
Overnight Delivery Services	1,700	128	7.54%	282
Local Delivery Services	1,150	-	0.00%	
Copy Machine	8,000	8,288	103.60%	6,023
Repair & Maintenance-General	500	965	192.97%	921
Meeting Facilities	250	-	0.00%	
Community Meeting/ Events	5,000	-	0.00%	
Meeting Expense	17,700	6,214	35.10%	3,691
Public Notices	2,000	-	0.00%	
Toll Tag Expense	1,550	895	57.71%	224
Parking	3,400	2,375	69.84%	2,268
Mileage Reimbursement	9,750	3,811	39.09%	3,666
Insurance Expense	180,000	68,968	38.32%	73,984
Rent Expense	490,000	279,633	57.07%	229,457
Legal Services	320,000	89,614	28.00%	124,481
Total Administrative and Office Expenses	1,293,000	679,843	52.58%	578,201
Office Supplies				
Books & Publications	6,650	2,122	31.92%	1,421
Office Supplies	12,000	6,823	56.85%	8,536
Computer Supplies	12,500	8,714	69.71%	7,846
Copy Supplies	2,200	939	42.67%	651
Other Reports-Printing	13,000	553	4.26%	13
Office Supplies-Printed	2,700	1,073	39.73%	840
Misc Materials & Supplies	3,500	538	15.36%	1,158
Postage Expense	5,600	507	9.05%	441
Total Office Supplies	58,150	21,268	36.57%	20,906

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2015	Actual Year to Date 3/31/2015	Percent of Budget	Actual Prior Yr to Date 3/31/2014
Communications and Public Relations				
Graphic Design Services	50,000	5,546	11.09%	15,394
Website Maintenance	65,000	4,385	6.75%	38,277
Research Services	50,000	3,598	7.20%	9,286
Communications and Marketing	150,000	122,838	81.89%	128,916
Advertising Expense	260,000	53,813	20.70%	33,802
Direct Mail	5,000	420	8.40%	75
Video Production	30,000	-	0.00%	6,704
Photography	10,000	-	0.00%	9,146
Radio	10,000	-	0.00%	
Other Public Relations	27,500	-	0.00%	
Promotional Items	10,000	6,979	69.79%	2,214
Displays	5,000	159	3.18%	
Annual Report printing	10,000	-	0.00%	
Direct Mail Printing	5,000	-	0.00%	
Other Communication Expenses	1,000	5,472	547.16%	656
Total Communications and Public Relations	688,500	203,208	29.51%	244,470
Employee Development				
Subscriptions	1,850	1,147	62.01%	1,197
Memberships	37,100	31,148	83.96%	28,888
Continuing Education	5,550	3,520	63.42%	596
Professional Development	12,200	4,743	38.88%	501
Other Licenses	700	457	65.28%	470
Seminars and Conferences	39,000	24,176	61.99%	23,057
Travel	91,000	24,032	26.41%	57,138
Total Employee Development	187,400	89,224	47.61%	111,847
Financing and Banking Fees				
Trustee Fees	16,000	-	0.00%	5,913
Bank Fee Expense	10,000	3,930	39.30%	4,105
Continuing Disclosure	8,500	19,147	225.26%	3,500
Arbitrage Rebate Calculation	7,000	7,970	113.86%	6,630
Loan Fee Expense	5,000	-	0.00%	
Rating Agency Expense	50,000	13,500	27.00%	37,000
Total Financing and Banking Fees	96,500	44,547	46.16%	57,148
Total Administrative	2,323,550	1,038,090	44.68%	1,012,572

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2015	Actual Year to Date 3/31/2015	Percent of Budget	Actual Prior Yr to Date 3/31/2014
Operations and Maintenance				
Operations and Mtce Consulting				
General Engineering Consultant	520,500	-	0.00%	8,062
GEC-Trust Indenture Support	69,500	103,477	148.89%	48,910
GEC-Financial Planning Support	47,000	5,436	11.57%	48,301
GEC-Toll Ops Support	60,000	7,522	12.54%	879
GEC-Roadway Ops Support	187,000	226,369	121.05%	198,865
GEC-Technology Support	150,000	-	0.00%	98,749
GEC-Public Information Support	1,000	738	73.76%	461
GEC-General Support	225,000	246,104	109.38%	174,165
General System Consultant	175,000	85,719	48.98%	72,723
Traffic and Revenue Consultant	60,000	32,515	54.19%	36,068
Total Operations and Mtce Consulting	1,495,000	707,880	47.35%	687,183
Road Operations and Maintenance				
Roadway Maintenance	700,000	409,308	58.47%	314,071
Landscape Maintenance	250,000	137,838	55.14%	78,880
Signal & Illumination Maint	-	60,821		30,740
Maintenance Supplies-Roadway	-	251		
Tools & Equipment Expense	500	227	45.36%	43
Gasoline	6,000	1,801	30.02%	2,280
Repair & Maintenance-Vehicles	1,000	2,422	242.18%	832
Roadway Operations	50,000	-	0.00%	
Electricity - Roadways	150,000	84,671	56.45%	
Total Road Operations and Maintenance	1,157,500	697,339	60.25%	426,846
Toll Processing and Collection Expense				
Image Processing	3,000,791	1,645,618	54.84%	1,023,717
Tag Collection Fees	2,318,079	1,580,950	68.20%	1,197,015
Court Enforcement Costs	45,000	20,955	46.57%	3,875
DMV Lookup Fees	7,000	2,689	38.41%	
Total Toll Processing and Collections	5,370,870	3,250,211	60.52%	2,224,607
Toll Operations Expense				
Facility maintenance	-	67		5,827
Emergency Maintenance	10,000	-	0.00%	
Generator Maintenance	27,700	6,300	22.74%	

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2015	Actual Year to Date 3/31/2015	Percent of Budget	Actual Prior Yr to Date 3/31/2014
Generator Fuel	6,000	749	12.48%	1,573
Fire and Burglar Alarm	-	370		123
Elevator Maintenance	2,800	-	0.00%	2,797
Refuse	800	532	66.54%	383
Pest Control	1,600	1,732	108.25%	3,028
Custodial	5,440	2,331	42.85%	1,110
Fiber Optic System	40,000	59,482	148.70%	55,622
Water	7,500	3,490	46.54%	4,266
Electricity	30,000	10,166	33.89%	75,471
ETC spare parts expense	130,000	-	0.00%	2,545
Repair & Maintenance Toll Equip	5,000	-	0.00%	170
Law Enforcement	257,500	188,888	73.35%	218,685
ETC Maintenance Contract	1,368,000	910,358	66.55%	839,585
ETC Development	125,000	-	0.00%	
ETC Testing	60,000	-	0.00%	
Total Toll Operations	2,077,340	1,184,465	57.02%	1,211,185
Total Operations and Maintenance	10,100,710	5,839,895	57.82%	4,549,821
Other Expenses				
Special Projects and Contingencies				
HERO	1,400,000	950,744	67.91%	791,049
Special Projects	1,190,000	363,585	30.55%	322,979
Other Contractual Svcs	130,200	41,109	31.57%	
Contingency	170,500	-	0.00%	12,114
Total Special Projects and Contingencies	2,890,700	1,355,438	46.89%	1,126,142
Non Cash Expenses				
Amortization Expense	120,000	199,989	166.66%	76,734
Amort Expense - Refund Savings	1,300,000	770,895	59.30%	771,889
Dep Exp- Furniture & Fixtures	14,000	-	0.00%	-
Dep Expense - Equipment	15,000	6,235	41.57%	15,890
Dep Expense - Autos & Trucks	7,000	5,174	73.91%	5,174
Dep Expense-Buildng & Toll Fac	200,000	132,836	66.42%	132,836
Dep Expense-Highways & Bridges	19,000,000	12,459,813	65.58%	6,754,669
Dep Expense-Communic Equip	200,000	147,086	73.54%	147,086
Dep Expense-Toll Equipment	1,860,000	2,057,129	110.60%	1,159,857
Dep Expense - Signs	350,000	241,778	69.08%	182,076

**Central Texas Regional Mobility Authority
Income Statement
All Operating Departments**

Account Name	Budget Amount FY 2015	Actual Year to Date 3/31/2015	Percent of Budget	Actual Prior Yr to Date 3/31/2014
Dep Expense-Land Improvemts	600,000	656,239	109.37%	391,791
Depreciation Expense-Computers	28,000	20,509	73.25%	18,420
Total Non Cash Expenses	23,694,000	16,697,684	70.47%	9,656,422
Total Other Expenses	26,584,700	18,053,122	67.91%	10,782,564
Non Operating Expenses				
Non Operating Expense				
Bond issuance expense	50,000	160,131	320.26%	22,123
Interest Expense	44,384,714	30,921,886	69.67%	11,452,321
Community Initiatives	65,000	46,000	70.77%	50,000
Total Non Operating Expense	44,499,714	31,128,017	69.95%	11,524,444
Total Expenses	\$ 86,804,785	\$ 58,411,754	67.29%	\$ 30,088,036
Net Income	\$ (32,585,413)	\$ 66,516,047		\$ 84,892,842

Central Texas Regional Mobility Authority
Statement of Cash Flows - FY 2015
as of March 31, 2015

Cash flows from operating activities:

Receipts from Department of Transportation	\$ 62,790,303
Receipts from toll fees	60,726,591
Receipts from other fees	-
Receipts from interest income	386,650
Receipts from other sources	14,291,779
Payments to vendors	(9,075,891)
Payments to employees and benefits	(2,343,800)
Net cash flows used in operating activities	<u>126,775,632</u>

Cash flows from capital and related financing activities:

Payments on interest	(39,958,766)
Payment on Bonds/Notes	(4,794,562)
Acquisitions of property and equipment	(21,677)
Acquisitions of construction in progress	(59,423,131)
Reduction of Construction Payable (Maha Loop)	(7,873,163)
Proceeds from Loans and Notes	-
Net cash flows used in capital and related financing activities	<u>(112,071,299)</u>

Cash flows from investing activities:

Purchase of investments	(34,977,780)
Proceeds from sale or maturity of investments	34,135,088
Net cash flows provided by investing activities	<u>(842,692)</u>

Net increase in cash and cash equivalents	13,861,641
Cash and cash equivalents at beginning of July 2014	221,352,797
Cash and cash equivalents at end of March 2015	<u>\$ 235,214,437</u>

INVESTMENTS by FUND

		Balance		
			March 31, 2015	
Renewal & Replacement Fund				
TexSTAR	3,107.23			9,233,262.89
Regions Sweep	786,995.40			-
Agencies			790,102.63	219,385,695.08
TxDOT Grant Fund				
TexSTAR	82,216.83			
Regions Sweep	4,718,009.05			
CD's				
Agencies	4,707,919.71		9,508,145.59	\$ 283,349,819.20
Senior Debt Service Reserve Fund				
TexSTAR	590,191.79			
Regions Sweep	7,806,605.20			
Agencies	39,955,890.38		48,352,687.37	
2010 Senior Lien DSF				
Regions Sweep	859,012.21			
TexSTAR	-		859,012.21	
2011 Debt Service Acct				
Regions Sweep	7,405,895.95		7,405,895.95	
2013 Sr Debt Service Acct				
Regions Sweep	3,301,666.71		3,301,666.71	
2013 Sub Debt Service Account				
Regions Sweep	1,407,169.72		1,407,169.72	
2011 Sub Debt DSRF				
Regions Sweep	7,062,732.79			
CD's			7,062,732.79	
2011 Sub DSF				
Regions Sweep	1,182,370.92		1,182,370.92	
Operating Fund				
TexSTAR	681,056.48			
TexSTAR-Trustee	3,670,152.85			
Regions Sweep	-		4,351,209.33	
Revenue Fund				
TexSTAR	1.00			
Regions Sweep	2,267,974.78		2,267,975.78	
General Fund				
TexSTAR	53.78			
Regions Sweep	19,139,302.76			
Agencies	5,001,337.90		24,140,694.44	
2013 Sub Debt Service Reserve Fund				
Regions Sweep	3,381,940.39			
Agencies	5,065,713.24		8,447,653.63	
MoPac Construction Fund				
Regions Sweep	100,264,783.05		100,264,783.05	
2010-1 Sub Lien Projects Fund				
TexSTAR	34,434.41			
Regions Sweep	-		34,434.41	
2010 Senior Lien Construction Fund				
TexSTAR	0.00			
Regions Sweep	49,482.64		49,482.64	
2011 Sub Debt Project fund				
TexSTAR	4,172,048.52			
Agencies				
Regions Sweep	21,208,976.53		25,381,025.05	
2011 Sr Financial Assistance Fund				
Regions Sweep	24,298,054.92		24,298,054.92	
2011 Senior Lien Project Fund				
TexSTAR	-			
Regions Sweep	298,910.20			
Agencies			298,910.20	
45SW Trust Account Hays County				
Regions Sweep	405,397.36		405,397.36	
45SW Trust Account Travis County				
Regions Sweep	13,540,414.50		13,540,414.50	
			\$ 283,349,819.20	

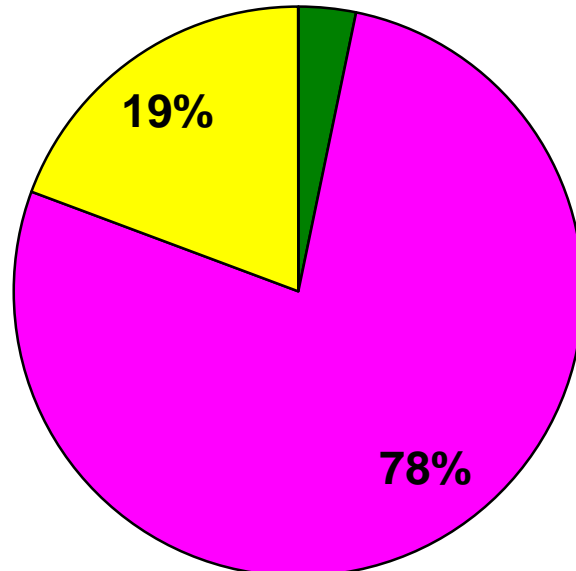
CTRMA INVESTMENT REPORT

Month Ending 3/31/2015						
Balance 3/1/2015	Additions	Discount Amortization	Accrued Interest	Withdrawals	Balance 3/31/2015	Rate Mar 15
Amount in Trustee TexStar						
2011 Sub Lien Construction Fund	4,171,834.40		214.12		4,172,048.52	0.054%
2011 Senior Lien Construction Fund	119.66			119.66	0.00	0.054%
2010 Senior Lien Construction Fund	1.19			1.19	0.00	0.054%
2010-1 Sub Lien Projects General Fund	550,466.32 53.78		19.59	516,051.50	34,434.41 53.78	0.054%
Trustee Operating Fund	3,569,975.82	1,100,000.00	177.03	1,000,000.00	3,670,152.85	0.054%
Renewal and Replacement	3,107.09		0.14		3,107.23	0.054%
TxDOT Grant Fund	82,212.62		4.21		82,216.83	0.054%
Revenue Fund	1.00				1.00	0.054%
Senior Lien Debt Service Reserve Fund	590,161.49		30.30		590,191.79	0.054%
	8,967,933.37	1,100,000.00	445.39	1,516,172.35	8,552,206.41	
Amount in TexStar Operating Fund						
	681,020.79	1,000,000.00	35.69	1,000,000.00	681,056.48	0.054%
Regions Sweep Money Market Fund						
Operating Fund	0.00	1,100,000.00		1,100,000.00	0.00	0.100%
45SW Trust Account Travis County	13,831,498.50		856.12	291,940.12	13,540,414.50	0.100%
45SW Trust Account Hays County	500,237.59		30.70	94,870.93	405,397.36	0.100%
2010 Senior Lien Project Acct	80,072.58	1.19	5.12	30,596.25	49,482.64	0.100%
2010-1 Sub Lien Projects Fund	0.00	516,051.50		516,051.50	0.00	0.100%
2011 Sub Lien Project Acct	21,770,928.34		1,349.13	563,300.94	21,208,976.53	0.100%
2011 Senior Lien Project Acct	298,772.20	119.66	18.34		298,910.20	0.100%
2011 Sr Financial Assistance Fund	18,296,932.04	6,000,000.00	1,122.88		24,298,054.92	0.100%
2010 Senior DSF	572,802.87	286,184.22	25.12		859,012.21	0.100%
2011 Senior Lien Debt Service Acct	6,891,644.52	513,846.51	404.92		7,405,895.95	0.100%
2011 Sub Debt Service Fund	788,941.73	393,394.57	34.62		1,182,370.92	0.100%
2013 Senior Lien Debt Service Acct	2,201,616.80	1,099,953.37	96.54		3,301,666.71	0.100%
2013 Subordinate Debt Service Acct	938,412.84	468,715.73	41.15		1,407,169.72	0.100%
TxDOT Grant Fund	4,717,755.12		253.93		4,718,009.05	0.100%
Renewal and Replacement	973,580.84		49.29	186,634.73	786,995.40	0.100%
Revenue Fund	2,442,818.74	4,787,906.94	164.31	4,962,915.21	2,267,974.78	0.100%
General Fund	17,553,567.82	4,220,870.80	1,090.10	2,636,225.96	19,139,302.76	0.100%
2011 Sub Debt Service Reserve Fund	7,062,575.31		157.48		7,062,732.79	0.100%
Senior Lien Debt Service Reserve Fund	42,745,761.77		38,623.30	34,977,779.87	7,806,605.20	0.100%
2013 Sub Debt Service Reserve Fund	3,331,475.94		50,464.45		3,381,940.39	0.100%
MoPac Managed Lane Construction Fund	84,315,709.83	16,500,000.00	5,250.93	556,177.71	100,264,783.05	0.100%
	229,315,105.38	35,887,044.49	0.00	100,038.43	45,916,493.22	219,385,695.08
Amount in Fed Agencies and Treasuries						
Amortized Principal	19,785,711.02	34,954,300.00	(9,149.79)		54,730,861.23	
	19,785,711.02	34,954,300.00			54,730,861.23	
Certificates of Deposit						
Total in Pools	9,648,954.16	2,100,000.00		481.08	2,516,172.35	9,233,262.89
Total in Money Market	229,315,105.38	35,887,044.49		100,038.43	45,916,493.22	219,385,695.08
Total in Fed Agencies	19,785,711.02	34,954,300.00	(9,149.79)		54,730,861.23	
Total Invested	258,749,770.56	72,941,344.49	(9,149.79)	100,519.51	48,432,665.57	283,349,819.20

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

William Chapman, CFO Cindy Demers, Controller

Allocation of Funds 3%



■ Total in Pools

■ Total in Money Market

■ Total in Fed Agencies

■ Total in CD's

Amount of investments As of March 31, 2015

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
Federal Home Loan Bank	313378LX7	4,013,754.20	4,000,859.64	4,001,360.00	0.0267%	1/9/2014	4/30/2015	General
Federal Home Loan Bank	313378M57	1,004,065.22	1,000,478.26	1,000,670.00	0.0028%	1/9/2014	5/29/2015	General
Freddie Mac	3137EADD8	1,004,940.00	1,000,164.67	1,000,190.00	0.2290%	12/3/2012	4/17/2015	TxDOT Grant Fund
Federal Home Loan Bank	313371KG0	1,019,000.00	1,006,045.45	1,006,590.00	0.3912%	1/9/2014	10/28/2015	TxDOT Grant Fund
Fannie Mae	3135G0QB2	1,001,990.00	1,000,633.18		0.0381%	1/9/2014	10/22/2015	TxDOT Grant Fund
Fannie Mae	3135G0QB2	1,703,383.00	1,701,076.41	2,702,889.00	0.0381%	1/9/2014	10/22/2015	TxDOT Grant Fund
Fannie Mae	3135G0VA8	5,003,500.00	5,001,615.38	5,008,900.00	0.0468%	1/23/2014	3/1/2016	Senior DSRF
Federal Home loan Bank	3130A4MN9	2,499,600.00	2,499,625.00	2,499,050.00	0.3650%	3/11/2015	4/6/2016	Senior DSRF
Farmer Mac	31315PV55	2,501,200.00	2,501,150.00	2,504,600.00	0.7751%	3/11/2015	2/23/2017	Senior DSRF
Federal Farm Credit	3133ECA79	4,959,250.00	4,959,250.00	4,962,850.00	1.2155%	3/11/2015	3/19/2018	Senior DSRF
Federal Home loan Bank	3130A4HH8	4,999,250.00	4,999,250.00	5,006,200.00	0.8826%	3/24/2015	3/24/2017	Senior DSRF
Federal Home loan Bank	3130A4JX1	4,998,750.00	4,998,750.00	5,009,250.00	1.4085%	3/26/2015	3/26/2018	Senior DSRF
Freddie Mac	3134G6JF1	4,996,250.00	4,996,250.00	5,010,150.00	1.4239%	3/26/2015	6/26/2018	Senior DSRF
Freddie Mac	3134G6MC4	5,000,000.00	5,000,000.00	5,009,450.00	1.3000%	3/30/2015	12/29/2017	Senior DSRF
Federal Home loan Bank	3130A4JR4	2,500,000.00	2,500,000.00	2,501,275.00	0.6250%	3/30/2015	9/30/2016	Senior DSRF
Federal Home loan Bank	3130A4KF8	2,500,000.00	2,500,000.00	2,499,225.00	0.4100%	3/30/2015	3/30/2016	Senior DSRF
Federal Home Loan Bank	31398A3T7	5,164,996.34	5,065,713.24	5,068,570.22	0.3660%	1/9/2014	9/21/2015	2013 Sub DSRF
			<u>54,730,861.23</u>	<u>54,791,219.22</u>				

Agency	CUSIP #	COST	Cummulative Amortization	3/31/2015		Interest Income March 31, 2015		
				Book Value	Maturity Value	Accrued Interest	Amortization	Interest Earned
Federal Home Loan Bank	313378LX7	4,013,754.20	12,894.56	4,000,859.64	4,000,000.00	1,766.67	(859.64)	907.03
Federal Home Loan Bank	313378M57	1,004,065.22	3,586.96	1,000,478.26	1,000,000.00	475.00	(239.13)	235.87
Freddie Mac	3137EADD8	1,004,940.00	4,775.33	1,000,164.67	1,000,000.00	416.67	(164.67)	252.00
Federal Home Loan Bank	313371KG0	1,019,000.00	12,954.55	1,006,045.45	1,000,000.00	1,208.33	(863.64)	344.69
Fannie Mae	3135G0QB2	1,001,990.00	1,356.82	1,000,633.18	1,000,000.00	416.67	(90.45)	326.22
Fannie Mae	3135G0QB2	1,703,383.00	2,306.59	1,701,076.41	1,700,000.00	708.33	(153.77)	554.56
Fannie Mae	3135G0VA8	5,003,500.00	1,884.62	5,001,615.38	5,000,000.00	2,083.33	(134.62)	1,948.71
Federal Home loan Bank	3130A4MN9	2,499,600.00	(25.00)	2,499,625.00	2,500,000.00	638.02	25.00	663.02
Farmer Mac	31315PV55	2,501,200.00	50.00	2,501,150.00	2,500,000.00	1,666.67	(50.00)	1,616.67
Federal Farm Credit	3133ECA79	4,959,250.00	-	4,959,250.00	5,000,000.00	1,044.44		1,044.44
Federal Home loan Bank	3130A4HH8	4,999,250.00	-	4,999,250.00	5,000,000.00			
Federal Home loan Bank	3130A4JX1	4,998,750.00	-	4,998,750.00	5,000,000.00			
Freddie Mac	3134G6JF1	4,996,250.00	-	4,996,250.00	5,000,000.00			
Freddie Mac	3134G6MC4	5,000,000.00	-	5,000,000.00	5,000,000.00			
Federal Home loan Bank	3130A4JR4	2,500,000.00	-	2,500,000.00	2,500,000.00			
Federal Home loan Bank	3130A4KF8	2,500,000.00	-	2,500,000.00	2,500,000.00			
Federal Home Loan Bank	31398A3T7	5,164,996.34	99,283.10	5,065,713.24	5,026,000.00	8,376.67	(6,618.87)	1,757.80
		<u>54,869,928.76</u>	<u>139,067.53</u>	<u>54,730,861.23</u>	<u>54,726,000.00</u>	<u>18,800.80</u>	<u>(9,149.79)</u>	<u>9,651.01</u>

March 31, 2015

Certificates of Deposit Outstanding

Bank	CUSIP #	COST	Yield to Maturity	Purchased	Matures	March 31, 2015 Interest	FUND
		- <u> </u>				\$ - <u> </u>	

Travis County Escrow account

Balance		Accrued		Balance
3/1/2015	Additions	Interest	Withdrawals	3/31/2015
\$ 6,367,139.69		\$ 425.20	\$ 558,356.30	\$ 5,809,208.59



Monthly Newsletter - March 2015

Performance

As of March 31, 2015

Current Invested Balance	\$5,532,363,738.20
Weighted Average Maturity (1)	52 Days
Weighted Average Maturity (2)	75 Days
Net Asset Value	1.000050
Total Number of Participants	792
Management Fee on Invested Balance	0.05%*
Interest Distributed	\$531,763.79
Management Fee Collected	\$240,873.03
% of Portfolio Invested Beyond 1 Year	1.81%
Standard & Poor's Current Rating	AAAm

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

March Averages

Average Invested Balance	\$5,672,280,225.17
Average Monthly Yield, on a simple basis	0.0604%
Average Weighted Average Maturity (1)*	52 Days
Average Weighted Average Maturity (2)*	76 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.

Conferences

TexSTAR representatives will be attending the following conferences in April. We look forward to visiting with those of you attending these events.

- ★ Government Finance Officers Association of Texas Spring Institute, April 12-14, San Marcos
- ★ County Treasurers' Annual Continuing Education Seminar, April 20-23, San Marcos

Economic Commentary

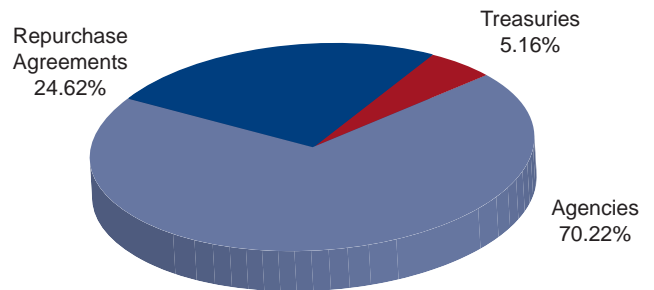
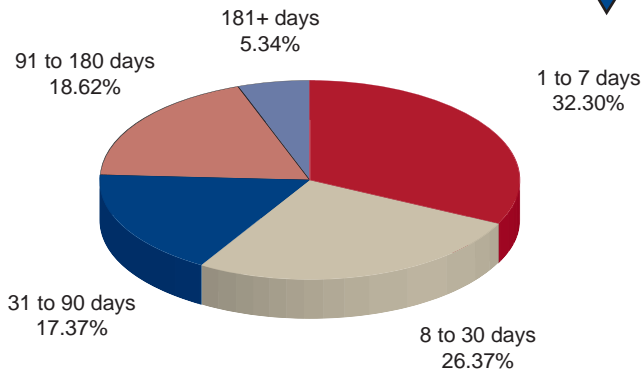
Global growth dynamics shifted in the first quarter. Economic momentum in the eurozone started to build while the U.S. was weaker than expected in most areas. However, it was the aggressive stimulative efforts of the European Central Bank and the recent dovish turn in the U.S. Federal Reserve Open Market Committee (FOMC) communications that held market attention. Markets and the media continued to obsess over the timing of the first rate hike from the Fed, despite weakening global inflation as a result of falling oil prices and monetary policy easing by more than two dozen central banks. Economic data released in the first quarter disappointed. Several factors partly explained the relative weakness – such as frigid temperatures and heavy snowstorms in the Northeast and Midwest and the shutdown of major West Coast ports. However, as these factors recede and consumers spend their gas savings, growth in the second quarter and beyond should accelerate. The FOMC met twice during the quarter, eliminating its forward rate guidance altogether at its March meeting as it removed the word 'patient' from its statement on monetary policy, while leaving intact the language on 'data dependency' as a determinant for future fed funds rates. The Committee also revised lower its Summary of Economic Projections, estimating GDP growth over the next two years will be slower than previously expected due to the drag from net exports. They also revised their estimates of the longer-run unemployment rate down as wage inflation has yet to materialize. Consequently, the Committee's rate expectations over the next few years also shifted lower. Since the beginning of the year, U.S. Treasury rates have fallen, nearly \$2 trillion of government debt across the globe is trading at negative yields and more than 20 central banks have eased. 2015 is on track to be a year dominated by aggressive and, potentially divergent, central bank monetary policies. Despite gradually improving economic conditions in much of the world, inflation remains stubbornly low; and weaker oil prices and a stronger dollar are impacting markets near and far. In the U.S., the FOMC has ostensibly committed to raising ratings in or around September. The Fed recognizes that the economic environment is far better than it was when it moved to a zero interest rate policy. The labor market is improved and emergency liquidity is seemingly unnecessary. Nevertheless, the Fed also recognizes that there's very little pressure on core inflation, and that a strengthening dollar has already tightened financial conditions. The Fed is clearly looking for signs of a move back toward 2% inflation, in particular wage inflation, and has essentially pushed back the market's expectation for an initial tightening from June to September.

This information is an excerpt from an economic report dated March 2015 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

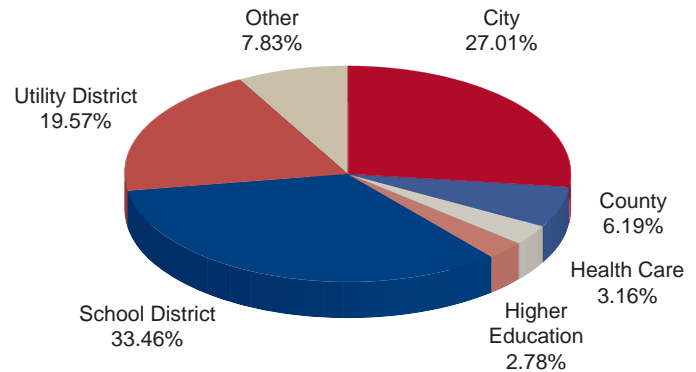
For more information about TexSTAR, please visit our web site at www.texstar.org.

Information at a Glance

Portfolio by Type of Investment As of March 31, 2015



Portfolio by Maturity As of March 31, 2015



Distribution of Participants by Type As of March 31, 2015

Historical Program Information

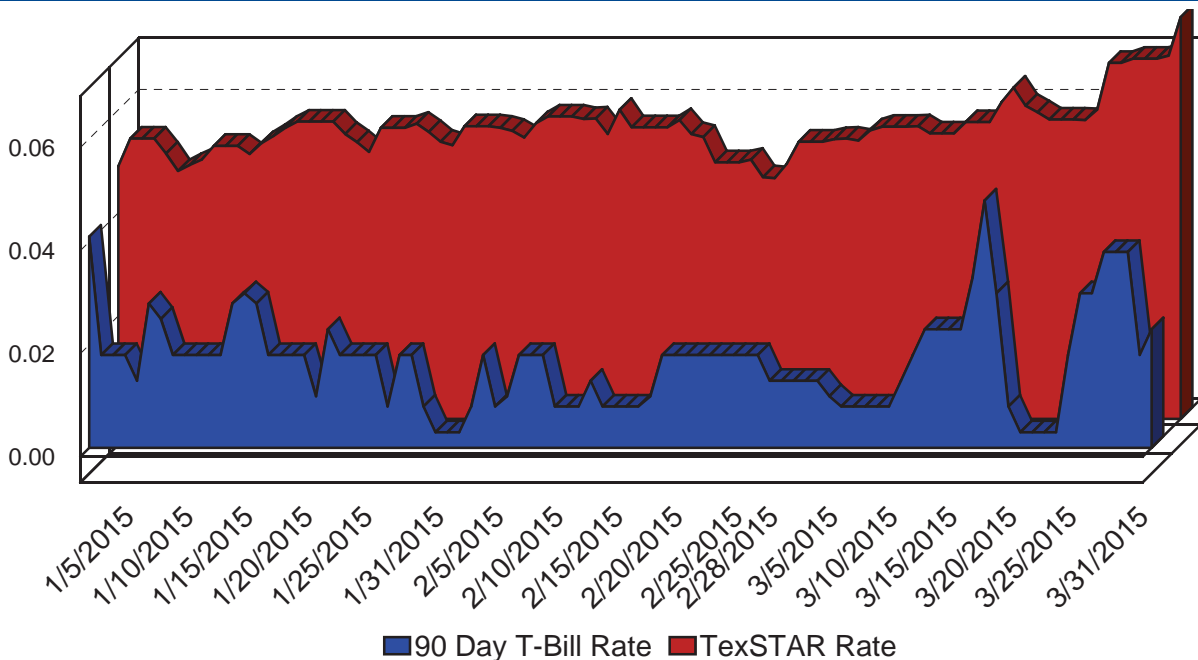
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Mar 15	0.0604%	\$5,532,363,738.20	\$5,532,642,521.32	1.000050	52	76	792
Feb 15	0.0548%	6,025,452,923.84	6,025,900,171.82	1.000073	49	74	792
Jan 15	0.0542%	5,795,866,262.14	5,796,287,813.37	1.000076	50	77	791
Dec 14	0.0501%	5,158,234,676.14	5,158,405,384.45	1.000037	51	80	790
Nov 14	0.0387%	4,453,961,626.26	4,454,149,924.27	1.000042	52	84	790
Oct 14	0.0385%	4,433,918,584.81	4,434,061,738.75	1.000043	50	82	788
Sep 14	0.0317%	4,479,282,436.21	4,479,598,265.68	1.000070	50	80	788
Aug 14	0.0350%	4,815,579,162.38	4,815,792,254.70	1.000043	52	83	788
Jul 14	0.0323%	4,816,487,266.54	4,816,599,027.29	1.000023	52	81	788
Jun 14	0.0322%	4,682,201,994.16	4,682,381,855.14	1.000038	50	76	788
May 14	0.0273%	5,188,136,060.86	5,188,307,944.39	1.000034	52	74	786
Apr 14	0.0379%	5,297,751,521.64	5,298,035,810.85	1.000053	51	71	784

Portfolio Asset Summary as of March 31, 2015

	Book Value	Market Value
Uninvested Balance	\$ (4,840.50)	\$ (4,840.50)
Accrual of Interest Income	637,272.34	637,272.34
Interest and Management Fees Payable	(639,001.91)	(639,001.91)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	1,361,874,999.89	1,361,874,999.89
Government Securities	4,170,495,308.38	4,170,774,091.50
Total	\$ 5,532,363,738.20	\$ 5,532,642,521.32

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

TexSTAR versus 90-Day Treasury Bill



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

Daily Summary for March 2015

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
3/1/2015	0.0538%	0.000001474	\$6,025,452,923.84	1.000073	47	71
3/2/2015	0.0543%	0.000001488	\$5,683,325,101.86	1.000086	51	77
3/3/2015	0.0544%	0.000001490	\$5,710,112,476.56	1.000078	51	76
3/4/2015	0.0540%	0.000001480	\$5,722,006,336.12	1.000076	51	75
3/5/2015	0.0560%	0.000001535	\$5,719,144,036.06	1.000066	51	75
3/6/2015	0.0567%	0.000001554	\$5,648,358,587.09	1.000064	51	76
3/7/2015	0.0567%	0.000001554	\$5,648,358,587.09	1.000064	51	76
3/8/2015	0.0567%	0.000001554	\$5,648,358,587.09	1.000064	51	76
3/9/2015	0.0568%	0.000001556	\$5,612,917,078.78	1.000057	51	75
3/10/2015	0.0554%	0.000001519	\$5,607,124,188.58	1.000067	51	76
3/11/2015	0.0554%	0.000001517	\$5,630,111,975.36	1.000063	51	75
3/12/2015	0.0554%	0.000001519	\$5,610,818,236.44	1.000055	51	76
3/13/2015	0.0576%	0.000001577	\$5,705,909,254.98	1.000046	49	73
3/14/2015	0.0576%	0.000001577	\$5,705,909,254.98	1.000046	49	73
3/15/2015	0.0576%	0.000001577	\$5,705,909,254.98	1.000046	49	73
3/16/2015	0.0615%	0.000001685	\$5,729,351,956.01	1.000036	49	73
3/17/2015	0.0643%	0.000001761	\$5,725,601,541.48	1.000029	49	72
3/18/2015	0.0608%	0.000001667	\$5,728,797,770.96	1.000042	49	72
3/19/2015	0.0595%	0.000001630	\$5,762,750,524.98	1.000045	52	75
3/20/2015	0.0581%	0.000001591	\$5,694,414,755.13	1.000050	55	78
3/21/2015	0.0581%	0.000001591	\$5,694,414,755.13	1.000050	55	78
3/22/2015	0.0581%	0.000001591	\$5,694,414,755.13	1.000050	55	78
3/23/2015	0.0580%	0.000001590	\$5,677,223,504.32	1.000052	54	77
3/24/2015	0.0600%	0.000001645	\$5,626,196,656.06	1.000059	54	77
3/25/2015	0.0691%	0.000001893	\$5,654,347,707.01	1.000057	55	78
3/26/2015	0.0691%	0.000001892	\$5,654,914,840.21	1.000047	55	78
3/27/2015	0.0699%	0.000001916	\$5,586,186,528.91	1.000052	53	77
3/28/2015	0.0699%	0.000001916	\$5,586,186,528.91	1.000052	53	77
3/29/2015	0.0699%	0.000001916	\$5,586,186,528.91	1.000052	53	77
3/30/2015	0.0705%	0.000001932	\$5,523,519,009.26	1.000051	53	76
3/31/2015	0.0780%	0.000002137	\$5,532,363,738.20	1.000050	52	75
Average	0.0604%	0.000001656	\$5,672,280,225.17		52	76

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



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**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #8 SUMMARY

Authorize a traffic engineering analysis and a traffic impact report by the Center for Transportation Research at the University of Texas at Austin on northbound traffic from the proposed Loop 1 South express lanes exiting to West César Chavez Street.

Strategic Plan Relevance: Regional Mobility

Department: Engineering

Associated Costs: To be determined

Funding Source: To be determined

Board Action Required: Yes (by motion)

Description of Matter: In 2012 in connection with the review of the MoPac Improvement Project, we asked the Network Modeling Center of the Center for Transportation Research, University of Texas at Austin (“CTR”) to study the potential impact of traffic exiting from MoPac Express Lanes onto Cesar Chavez and 5th Streets. That study contributed to the discussions with stakeholders on the MoPac Improvement Project and guided our decisions.

As the environmental review for the MoPac South project continues, questions have been raised about the traffic impact from northbound traffic exiting the proposed MoPac express lanes to West César Chavez Street and how that affects area streets. With Board authorization, the Executive Director will engage CTR study and report on traffic exiting the MoPac South Express Lanes onto West César Chavez Street to travel downtown.

Backup material: 2012 Report on MoPac Improvement Project Managed Lanes Traffic Impact

Contact: Wesley M. Burford, P.E., Director of Engineering

MoPac Managed Lanes – Analysis of the Impact on Cesar Chavez and 5th Streets

Prepared by the Network Modeling Center at The University of Texas at Austin

For the Texas Department of Transportation

May 29, 2012



Objective:

Analyze the impact of prohibiting southbound MoPac Expressway Managed Lane drivers from exiting onto 5th Street.

Summary of Method:

Use a Dynamic Traffic Assignment (DTA) model to compare three conditions on MoPac: 1) managed lanes where southbound drivers can exit onto Cesar Chavez St., but not 5th Street, 2) managed lanes with southbound exits onto Cesar Chavez and 5th Streets, and 3) no managed lanes. The DTA model takes as input an origin-destination trip matrix, which is fed into the model in 15-minute increments. The model allows drivers to choose their routes such that the travel cost for trips departing within a specific 15-minute time interval from each origin to each destination will be approximately the same. Origins and destinations are defined using the Capital Area Metropolitan Planning Organization (CAMPO) traffic analysis zone structure in the 2005 base year model. The travel demand was obtained by starting with the CAMPO 2010 demand matrix extracted for the downtown region (bordered by MoPac, IH-35, Cesar Chavez, and 35th Street) and adjusted to match 15-minute cordon counts collected by the City of Austin. The road network was taken from the CAMPO 2010 network (from the 2005 base year model) and improved to add all downtown local streets and intersection controls. At the request of TxDOT, additional improvements were made that are expected to be in the network when the managed lanes are planned to be open. These include signal controls at the intersections of 5th Street with Walsh Street, Pressler Street, and West Lynn Street, as well as continuing Pressler Street south to Reserve Road. The period of analysis is a weekday morning peak, defined as 7-9am. The base case (no managed lanes) DTA model was calibrated to count, turning movement, and travel time data gathered within the modeled area.

Comparison of Results:***Volume Comparison***

To determine the effect of limiting managed lane driver access into downtown, volumes are compared across three scenarios at six downtown locations. The three scenarios are 1) MoPac managed lanes (ML) where southbound drivers can exit onto Cesar Chavez Street (CC), but not 5th Street, 2) MoPac managed lanes with southbound exits onto Cesar Chavez and 5th Streets, and 3) no managed lanes. The six locations are illustrated in Figure 1. Each location represents the eastbound traffic only. The locations are Cesar Chavez Street just east of MoPac, Cesar Chavez Street just east of Lamar Boulevard, Cesar Chavez Street just west of Congress Avenue, 5th Street just east of MoPac, 5th Street just east of Lamar

Boulevard, and 5th Street just west of Congress Avenue. The resulting volumes are reported in 15-minute time increments for each of the six locations in Figures 2 through 7.



Figure 1. Volume Comparison Locations

For Cesar Chavez Street, the difference in volumes across scenarios is most pronounced at the location closest to MoPac Expressway; however the maximum difference is under 200 vehicles per hour. For locations B and C, further east in the network, the volumes are nearly identical across scenarios. This is expected since as we examine results further from the 5th St./Cesar Chavez St. exit, the impact of any change is confounded by other traffic in the network switching routes. Stated another way, since more traffic is exiting onto Cesar Chavez St. under the “ML – Exit to CC only” scenario, drivers who used this street to travel eastbound across downtown in the other scenarios are now finding alternate streets. This is happening because Cesar Chavez is already a congested street and cannot absorb significantly more traffic. Other models that do not account for route-switching behavior may show a more drastic impact on traffic on this street.

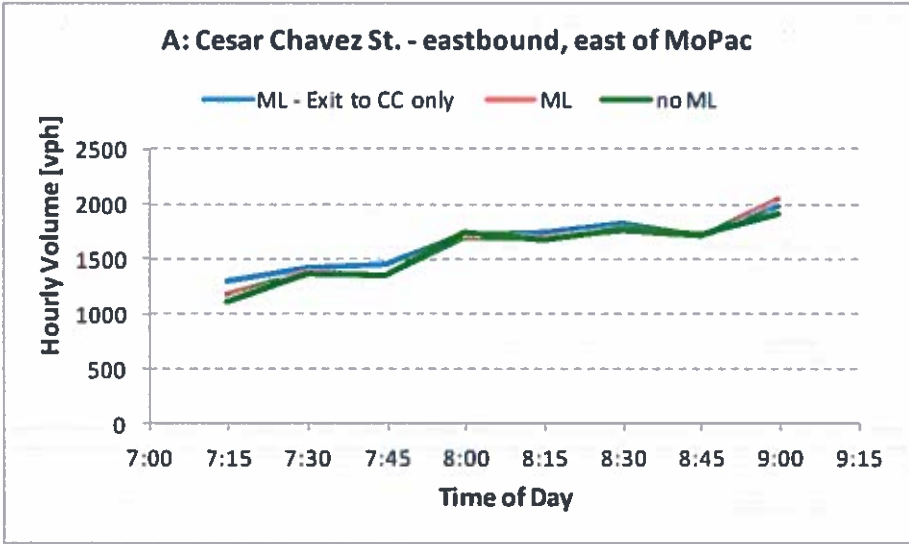


Figure 2. Hourly Volume by Scenario and Time of Day at Location A

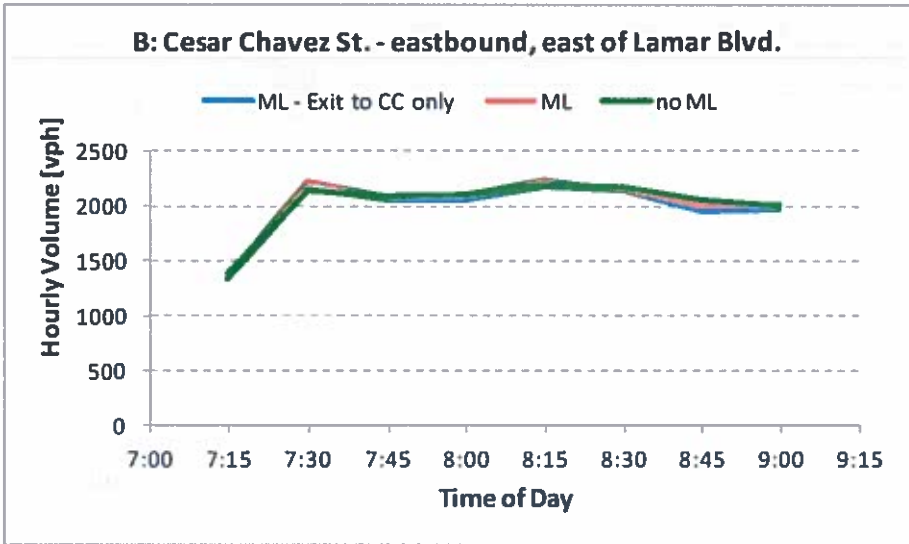


Figure 3. Hourly Volume by Scenario and Time of Day at Location B

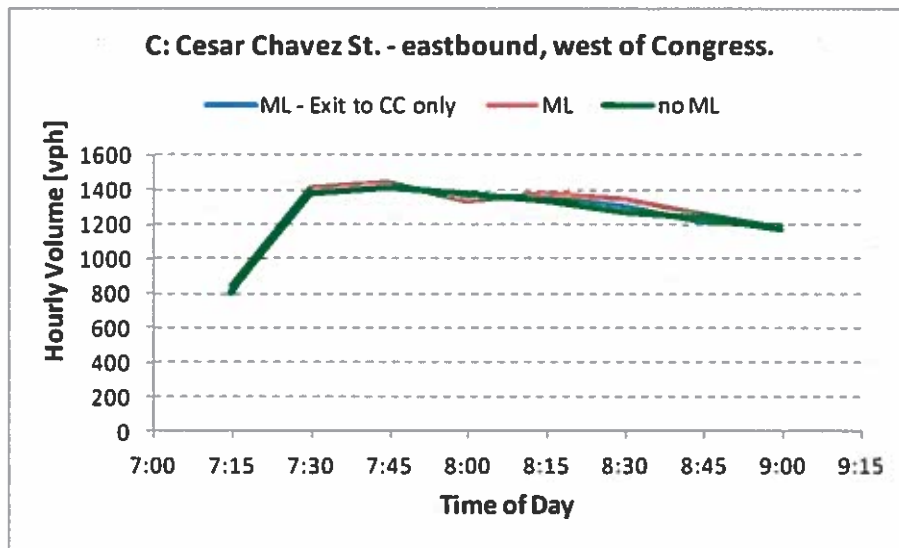


Figure 4. Hourly Volume by Scenario and Time of Day at Location C

The effect of limiting the 5th Street exit to only non-managed lane drivers is only slightly more pronounced on 5th Street than it is on Cesar Chavez Street. The maximum difference is just over 200 vehicles per hour. All three scenarios show very similar traffic volumes across all time periods. In the scenario where managed lane drivers have the same exiting options as non-managed lane drivers, the drivers are more evenly split among the exits. When the managed lane drivers are limited to exit onto Cesar Chavez Street, more of the non-managed lane drivers take 5th Street since it is now the less congested option. In effect, the route-switching behavior of drivers negates the desired result (less traffic on 5th Street) of prohibiting managed lane exiting onto 5th Street.

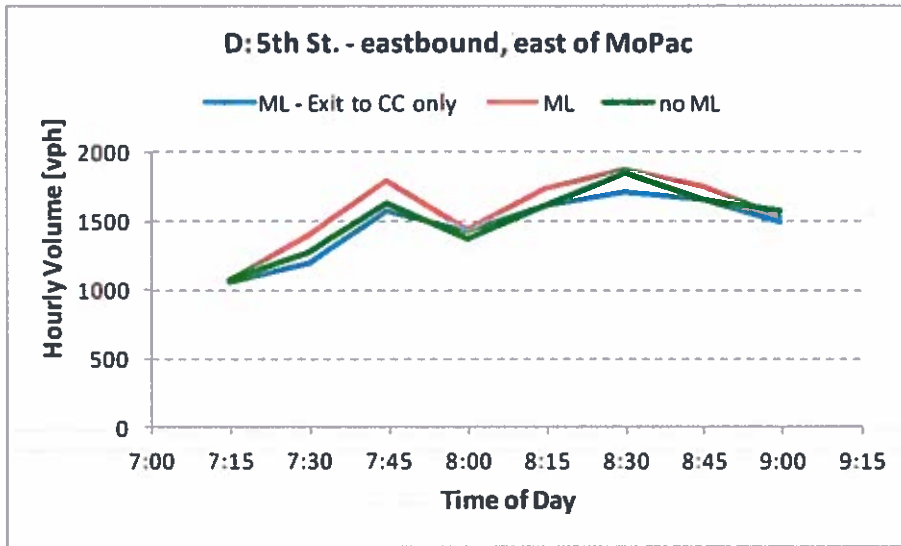


Figure 5. Hourly Volume by Scenario and Time of Day at Location D

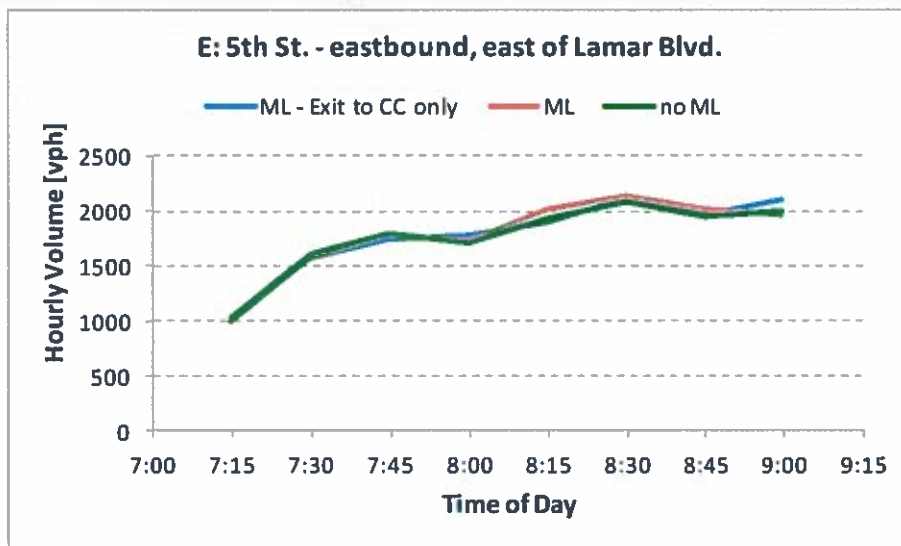


Figure 6. Hourly Volume by Scenario and Time of Day at Location E

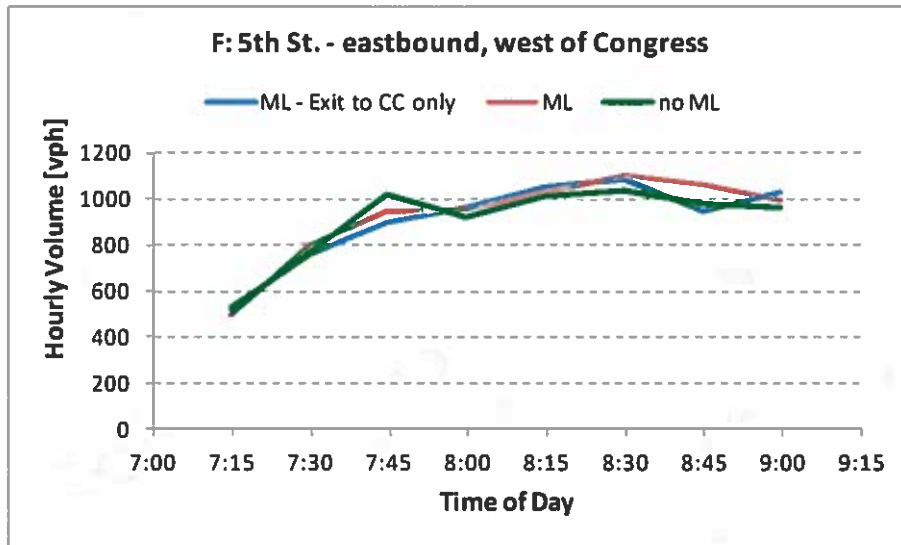


Figure 7. Hourly Volume by Scenario and Time of Day at Location F

Intersection Delay Comparison

In addition to volumes, turning movement counts were also evaluated at all major intersections with Cesar Chavez and 5th Streets and north-south roads between MoPac and Lavaca Street. The intersections of interest are highlighted in Figure 8.

The only intersection that experienced differences in turning movement delays over ten seconds per vehicle is Sandra Muraida Way and Cesar Chavez Street. This intersection is highlighted in red in Figure 8. An increase of approximately 16 seconds per vehicle was observed for right turns from Sandra Muraida Way onto westbound Cesar Chavez Street when the managed lanes were in place. The entrance to the northbound managed lane is accessible from westbound Cesar Chavez, which led to increased traffic using this route after entering the network from South Lamar Boulevard.

A DTA ASSESSMENT OF THE IMPACTS OF MOPAC IMPROVEMENTS ON DOWNTOWN AUSTIN TRAFFIC

Final Report

Jennifer Duthie and Natalia Ruiz Juri
Network Modeling Center
The University of Texas at Austin

PROJECT SUMMARY

This project implemented a Dynamic Traffic Assignment (DTA) approach to study the impacts of incorporating managed lanes along MoPac on the traffic conditions in downtown Austin. The focus of this effort was to assess whether the new facilities are likely to encourage a major shift in traffic patterns, which would worsen the travel times in the downtown area during the AM peak period. More specifically, the proposed improvements will facilitate downtown access from MoPac through Cesar Chavez and 5th St., and this work is meant to address the concerns of the City of Austin (COA) regarding a potential increase in the delays along these arterials and some of the major south-north streets.

This report includes a description of the characteristics of the model, data and methodology used for the study, and a detailed analysis of the corresponding results. Our findings, summarized in the conclusions section, suggest that the proposed MoPac improvements are not likely to have a noticeable impact on the traffic conditions in the downtown Austin area given the assumptions described in this report.

MODELING APPROACH

In this study we developed two DTA models of the downtown Austin area: a Base Case model reflecting 2010 network and demand conditions, and a Managed Lanes Scenario model of the proposed scenario. The latter incorporates the managed lanes to the MoPac section included in the area of study, while keeping the travel demand set to its 2010 value. Maintaining the demand level at its original 2010 reduces the sources of uncertainty in the model, leading to a more realistic assessment of the possible direction of changes in traffic patterns.

The following sections briefly describe the DTA modeling approach, and the data and assumptions used for the two DTA models implemented in this study.

DYNAMIC TRAFFIC ASSIGNMENT MODELS

Traffic assignment models are a fundamental component of the four-step transportation planning process, used to identify drivers' path choice and the resulting traffic volumes on network links. Link flows are typically considered a good indicator of traffic conditions throughout the network, and may be used to estimate network performance measures (e.g., the ratio of volume to available capacity) for various planning-related applications.

The DTA approach incorporates a time dimension, unlike traditional "static" assignment models. This allows DTA models to represent the evolution of traffic conditions throughout the assignment period. By explicitly capturing the formation and dissipation of queues and the propagation of shockwaves and other dynamic traffic phenomena, DTA models provide a more realistic framework to analyze daily traffic conditions, along with traffic management and operation strategies, which are intrinsically time-dependent and cannot be adequately modeled using a static approach. Further, most of the available DTA packages include a traffic simulator, which allows for modeling the impacts of traffic control devices such as signals, variable message signs, and ramp meters.

DTA models require more detailed data than their static counterparts, and typically involve higher computational effort. However, their detailed outputs, sometimes based on aggregating individual vehicle trajectory information, allow for a variety of analyses which would not be possible using other modeling approaches.

BASE CASE MODEL & DATA

The base case model network for this study, displayed in Figure 1, reaches from MoPac (West) to Red River Street (East) and from Cesar Chavez Street (South) to 35th Street (North). The network is a version of CAMPO's 2010 planning network, which the researchers then improved to include most of the local streets in the area delimited by West Avenue, Red River Street, 11th Street, and Cesar Chavez Street. Additional network refinements were conducted for this project; these focused on improving the representation of complex intersections along MoPac and Lamar Boulevard such as Lamar Boulevard at 29th Street and Northwood Road at Jefferson Street. The final network includes most of the traffic signals in the area, and the corresponding timing plans as provided by the City of Austin. Stop sign locations were identified by the researchers and incorporated into the model. Link attributes, such as free flow travel time and speed, were originally extracted from CAMPO's model and later adjusted during the calibration process.

The origin-destination (OD) trip table for the base case was constructed using vehicle trajectories produced by a DTA model of Austin's five-county region developed by the researchers. The regional model uses CAMPO's (projected) 2010 demand. Link count data collected in 2009 by the City of Austin (COA) was used as a reference to adjust the final OD matrix. This data consists of 15-minute counts during the AM peak period on links that form a

cordon around the core of downtown Austin (Figure 1). Further adjustments to the OD matrix were conducted based on Wilbur Smith's 2010 ramp-count and intersection movement data.

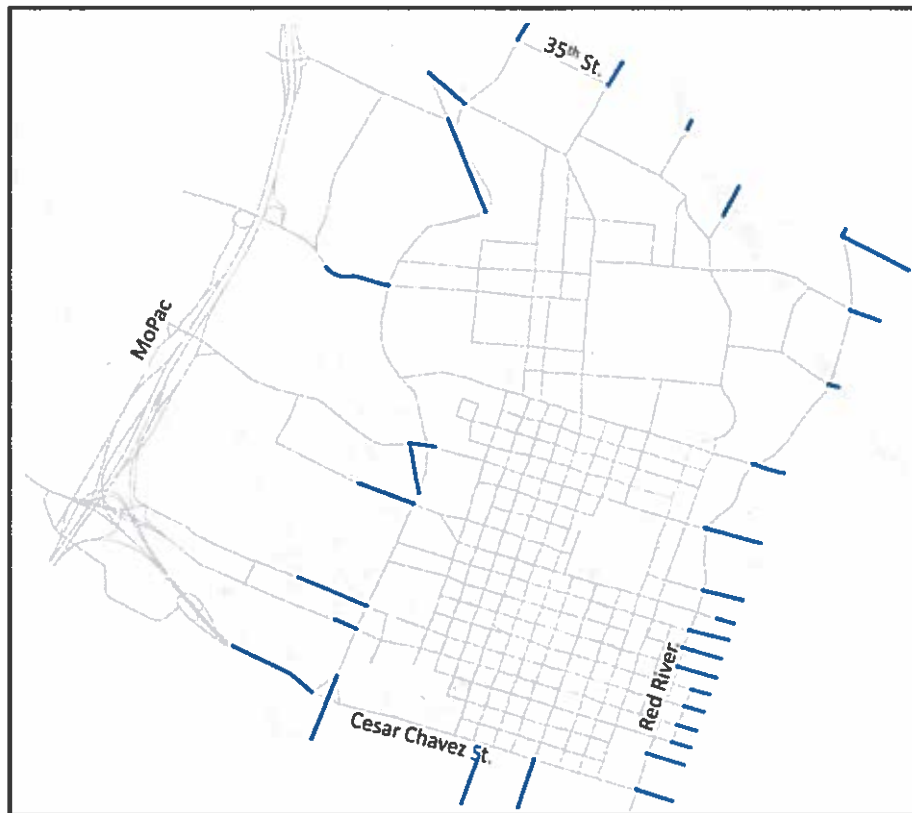


FIGURE 1. DOWNTOWN CORDON LINKS

Researchers also used field travel time measurements to validate the model's results, which were provided by COA and obtained from probe vehicle runs during the AM peak hour. There are approximately five data points per route between 7:30 and 8:30 AM. The routes followed by the vehicles used as probes are depicted in Figure 2 (validation routes), along with other routes used to compare travel times variations between different scenarios in our study.



FIGURE 2.NETWORK BOUNDARIES AND DEFINITION OF ROUTES FOR TRAVEL TIME COMPARISSONS

The link counts used for validation, depicted in Figure 3, are part of the cordon counts described above. Due to the definition of the base case network for this project, these link counts can no longer be used to adjust the OD demand matrix, but are still valuable as validation points.

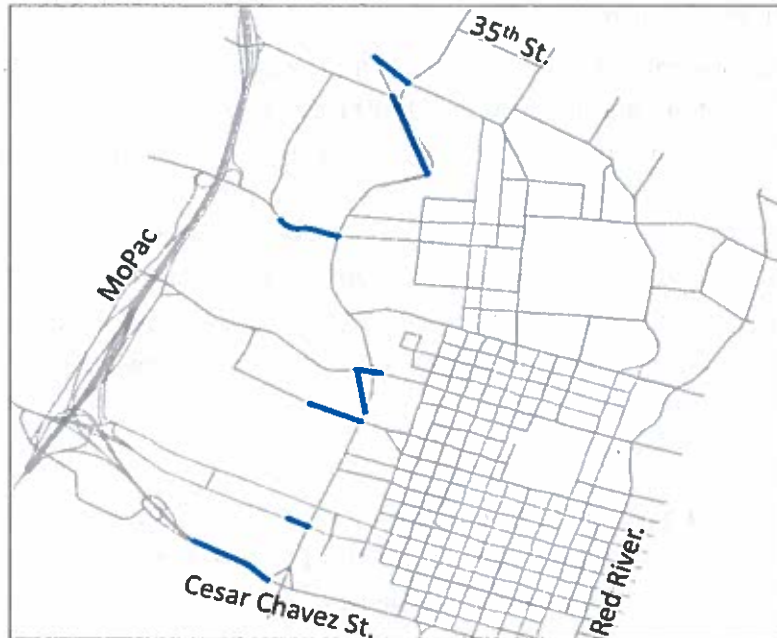


FIGURE 3: LOCATION OF EAST CORDON LINKS USED FOR VALIDATION

MANAGED LANES MODEL & DATA

The network data for the managed lanes model is identical to that used for the base case model, with the addition of new links and nodes corresponding to the managed lanes. Wilbur-Smith Associates provided the geometric data used to create the new links and nodes, which were then manually incorporated to the DTA model. The managed lanes run parallel to MoPac lanes in both directions. The northbound managed facilities can be accessed from Cesar Chavez Street using one of two projected new ramps in the area of study. The second ramp allows traffic using the southbound managed lane to exit the facility and join the existing Cesar Chavez/5th Streets exit. These are the only two points where managed lanes connect to the remainder of the network modeled for this study.

The demand data for the managed lane scenario remained the same as for the base case, but new centroid connectors were added to allow drivers entering the network from either end of MoPac to choose between using the main lane and the managed lane. This approach is somewhat limited, given that in reality drivers may make this decision further north, where congestion conditions are known to be different. The following section describes the managed lane utilization pattern observed in this model's results. It also provides some suggestions to generate more robust model results if desired.

MODELING RESULTS

This section describes the individual results for all the models used in this study, and discusses the possible impacts of the proposed managed lanes implementation.

BASE CASE MODEL VALIDATION RESULTS

The following tables present the validation results for the calibrated base case model, obtained using the route travel time and link count data described in the previous section. Validation results are very satisfactory: the simulated route travel times are within 30 seconds of field measures in 58% of the cases, while exit ramp counts are within 20% of the observed values for those exits most relevant for this project. The total volume entering the downtown area from west of Lamar Boulevard in our model is within 20% of field values on 5th Street and Cesar Chavez Street. These results suggest that the calibrated model is capturing the current network behavior with enough accuracy to allow for reliable results during the analysis of the proposed scenario.

VALIDATION OF ROUTE TRAVEL TIME

The point-to-point travel time measures described earlier were compared to the average travel time of special vehicles created in our model for this purpose. Such vehicles depart every 10 minutes between 7:30 and 8:30 AM and travel along the analyzed routes, emulating the probe vehicle runs used to collect the field travel time data.

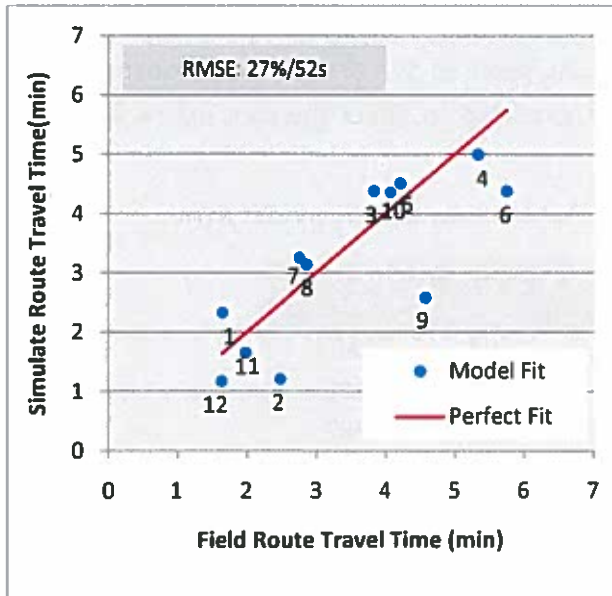
Table 1 and Figure 4 summarize the results of the comparisons described above.

TABLE 1. TRAVEL-TIME VALIDATION RESULTS (7:30-8:30AM)

Route	Field Travel Time (min)	Simulated Travel Time (min)	Difference (sec) **
12th EB	1.64	2.33	41
12th WB	2.48	1.21	-76
5th St.	3.83	4.38	33
6th St.	5.33	4.99	-20
Cesar Chavez EB	4.22	4.51	17
Cesar Chavez WB	5.75	4.38	-83
Congress NB	2.77	3.26	29
Congress SB	2.87	3.14	16
MLK EB	4.57	2.58	-119
MLK WB	4.07	4.36	17
MoPac NB	1.98	1.65	-20
MoPac SB	1.63	1.17	-28

** NEGATIVE VALUES INDICATE UNDERESTIMATION

The average error (Root Mean Squared Error or RMSE) in route travel times is 52 seconds (or 27%). Further, 58% of the errors are under 30 seconds, which is a very good fit considering that the travel time variation within the data itself exceeds one minute. The somewhat larger differences between model results and field data on MLK EB can be attributed to the need of further network refinements in the area. The results and conclusion derived from this work are not expected to be affected by these minor network imperfections.



Point	Route
1	12th EB
2	12th WB
3	5th St.
4	6th St.
5	Cesar Chavez EB
6	Cesar Chavez WB
7	Congress NB
8	Congress SB
9	MLK EB
10	MLK WB
11	MoPac NB
12	MoPac SB

FIGURE 4. TRAVEL TIME VALIDATION (7:30-8:30AM)

VALIDATION OF RAMP COUNTS

The counts on exit ramps along the MoPac segment modeled in this study were compared to the corresponding link flows between 7:00 and 9:00 AM, as predicted by the DTA model. The results (Table 2) exhibit a very good fit, particularly in the southbound direction which is expected to have the largest impact in the results of this study.

TABLE 2. RAMP COUNT VALIDATION IN VPH (7:00-9:00AM)

Exit Ramp	Field Counts	Model Flows	Difference**
SB-Off Westover	165	208	43
SB-Off Windsor	629	366	-263
SB-Off Enfield	1043	962	-81
SB-Off Lake Austin	258	234	-24
SB-Off Cesar Chavez/5 th St.	1781	1966	186
NB-Off Westover	252	584	332
NB-Off Windsor	407	790	384
NB-Off Enfield	1032	1131	99
NB-Off Cesar Chavez/5 th St.	1958	1550	-409

**NEGATIVE VALUES INDICATE UNDERESTIMATION

VALIDATION OF LINK COUNTS

The cordon link counts, available every 15 minutes between 7:00 and 9:00 AM, were compared to the corresponding model's link flows for the same time period.

Table 3 presents the validation results for the former cordon links. These suggest that the model adequately reflects the access pattern to the downtown area from the west during the morning peak hour. The only access link for which the model results are less accurate than

expected is 15th Street. However, the larger underestimation of link flows observed on 15th St. is likely to be correlated to the overestimation of link flows on 12th St. The characteristics of the network in the region are such that this is not expected to affect the conclusions from this work.

TABLE 3. VALIDATION OF COUNTS ON FORMER WEST CORDON LINKS (7:00-9:00AM). VALUES IN VPH.

Exit Ramp	Field Counts	Model Flows	Difference **
29th EB	393	479	86
Claire EB	34	138	105
12th EB	299	696	397
5th EB	2,023	1,795	-229
C.Chavez EB	2,143	1,791	-352
24th EB	928	1,004	76
Parkway EB	181	147	-34
15th EB	2,263	1,435	-828

**NEGATIVE VALUES INDICATE UNDERESTIMATION

MANAGED LANES MODEL RESULTS

The managed lanes model was run using the same data developed for the base case model, and until it achieved a similar lever of convergence (approximately 3.5%). This convergence level is expected to provide stable results based on our previous experience working with DTA models.

Table 4 describes the utilization of managed lanes according to the DTA model. The observed values are close to Wilbur Smith Associate's estimate of a 1600 vph vehicle flow on the managed facilities. In our model, approximately 75% of the vehicles using the managed lane in the southbound direction take the Cesar Chavez/5th exit. This does not introduce a major change in the traffic conditions in the downtown area, given that the combined flow (main lane plus managed lane) exiting from southbound MoPac into Cesar Chavez/5th St. remains almost the same as observed in the base case model.

TABLE 4. UTILIZATION OF MANAGED LANES

Segment	Link Volume (vph)
Managed Lane SB Before Cesar Chavez/ 5th St. Exit	1723
Managed Lane SB After Cesar Chavez/ 5th St. Exit	397
Main Lane SB before Cesar Chavez/ 5th St. Exit	3157
Main Lane SB after Cesar Chavez/ 5th St. Exit	2320
Managed Lane NB after Cesar Chavez Entrance	1428
Managed Lane NB before Cesar Chavez Entrance	1164

The previous results are consistent with the traffic characteristics in the analyzed subnetwork. The segment of MoPac included in our network is not congested, and as a consequence drivers

have no incentive to choose the managed lane over the mainlane. However, MoPac is known to be congested outside the limits of our model, and in reality drivers are likely to make their decision based on conditions that are not captured by this approach. As a result, even though the volumes on the ramp connecting MoPac to Cesar Chavez/5th Street are not likely to be higher from what our model predicts, the traffic composition (in terms of origin-destination patterns) could be somewhat different. If more vehicles destined to centroids north of 5th St. were to use the abovementioned exit, the delay at certain intersections could be affected in a different way than described below.

IMPACTS OF MANAGED LANES INCORPORATION ON DOWNTOWN TRAFFIC

In this section we assess the possible impacts on downtown traffic conditions of incorporating managed lanes to MoPac as specified at the beginning of this report. The study is focused on the AM peak period, between 7:00 and 9:00AM.

Most of the impacts on the downtown area are expected to be a result of the variation in the proportion of vehicles taking the Cesar Chavez/5th St. exit from southbound MoPac, and in the total number of vehicles using the same to exit from the managed lane, as the proposed geometric design does not include any exit ramp from the northbound managed lane into the area of study. Another potential source of changes in the downtown conditions is the composition of traffic on the Cesar Chavez/5th St. exit, in terms of their final destination. If a large number of drivers headed to locations north of 5th St. chose to utilize the managed lanes, turning movements at intersections as well as traffic volumes on northbound streets could be affected.

The following sections compare the results of the base case model and the managed lanes scenario model, focusing on the factors previously described.

MANAGED LANES UTILIZATION

Table 5 compares the downtown access pattern from the west between the base case and the managed lanes scenarios. The total number of vehicles entering downtown through 5th St. and Cesar Chavez remains practically the same in both cases, despite the large proportion of drivers taking the Cesar Chavez/5th St. exit from the managed lanes (Table 4). This suggests that in our model most of the drivers using the managed lanes are those originally taking the Cesar Chavez/5th St. exit, which explains the small magnitude of the changes in downtown traffic conditions described in the following sections.

TABLE 5. WEST CORDON LINK VOLUME COMPARISON (7:00-9:00AM)

Entry Link	Base Case Flow (veh)	Managed Lane Case Flow (veh)	Difference (veh) **
12th EB	1348	1342	-6
15th EB	2918	2920	2
24th EB	2086	2087	1
29th EB	1002	1038	36
5th EB	3827	3791	-36
C.Chavez EB	3688	3583	-105
Claire EB	256	203	-53
Parkway EB	296	393	97

**NEGATIVE VALUE INDICATES REDUCTION IN THE MANAGED LANES SCENARIO

TRAVEL TIME AND LINK FLOW CHANGES ALONG SELECTED ROUTES

Travel times and link flows on the base case and the managed lanes scenario were compared along 30 routes (423 Links). Figures 5 and 6 display vehicle flow differences between scenarios, and do not exhibit a major change in the traffic pattern in downtown Austin during the AM peak hour.

Except for the expected flow changes along MoPac links, most of the link flow differences between scenarios are under 150 vph, which is not significant and can be attributed to imperfections in the model convergence.

A slightly more noticeable flow decrease is observed along 15th Street, probably reflecting the decision of some drivers previously taking the Enfield exit from southbound MoPac to use the managed facility. The former can also explain the reduction in the number of vehicles turning west from Guadalupe Street into 12th Street. The larger flow decreases observed on 5th and 6th Streets west of Lamar Boulevard are less intuitive, but they represent a small percentage of the corresponding link flows and are most likely a consequence of convergence imperfections.

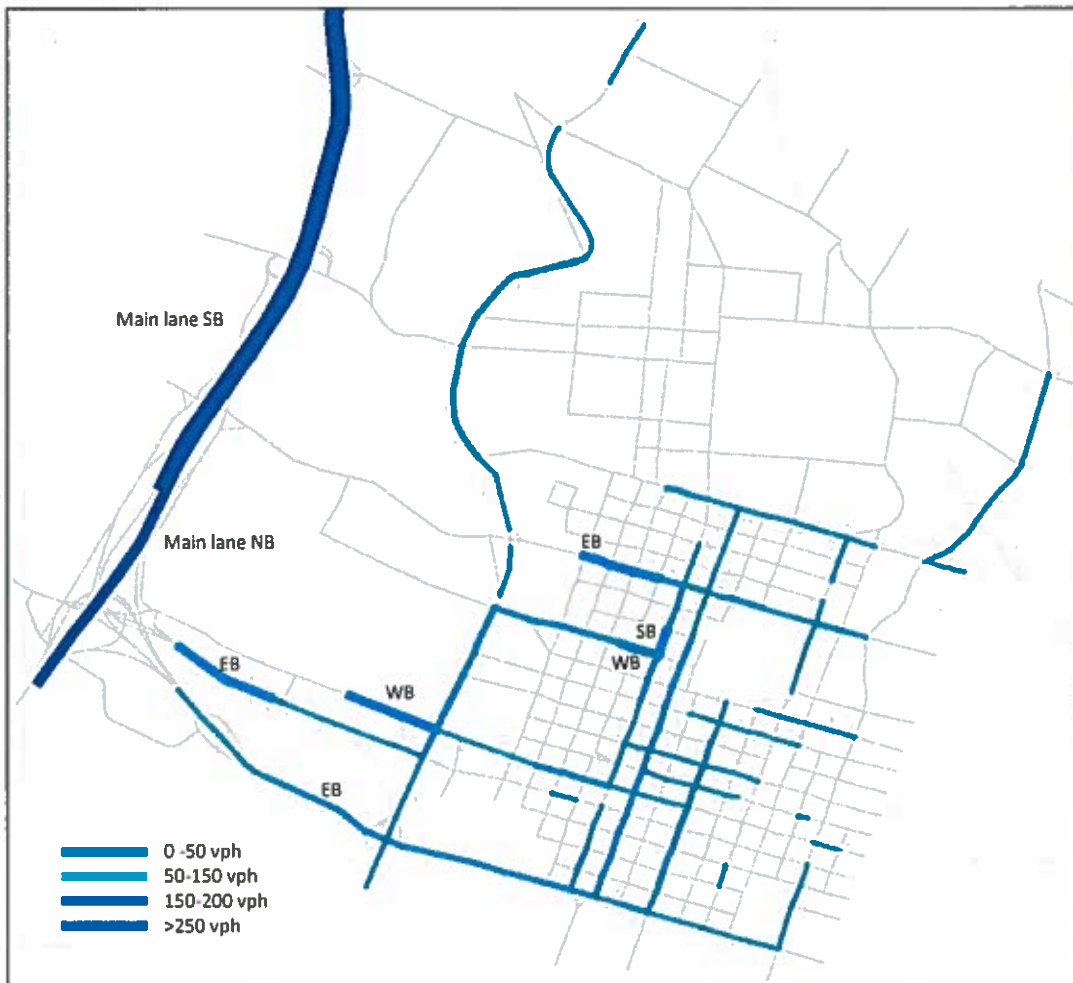


FIGURE 5. LINK FLOW REDUCTIONS IN MANAGED LANES SCENARIO
 (STREET DIRECTION INDICATED WHEN DIFFERENCES ARE GREATER THAN 150 VPH)



FIGURE 6. LINK FLOW INCREASE IN MANAGED LANES SCENARIO
(STREET DIRECTION INDICATED WHEN DIFFERENCES ARE GREATER THAN 150 VPH)

Table 6 presents the difference in travel time along selected routes between the base case and the managed lane scenario models. The results, consistent with the corresponding link flow changes, do not point to any major change in traffic conditions in the downtown area. Changes lower than 30 seconds can easily be attributed to the normal variability of travel time along arterials. There are only three cases for which the observed differences are higher. In the case of southbound MoPac, the observed travel time changes are intuitive, and clearly correspond to a lesser utilization of the main lane in the first case.

The increased travel time on Cesar Chavez WB may be indicating slightly longer delay at intersections due to an increased number of left turning movements from Cesar Chavez EB into the downtown area. This impact is relatively small and may be exaggerated by the limitations of our simulation model which does not fully capture the priorities ruling permissive left turn movements.

The travel time reduction on Lamar NB is somewhat counterintuitive, but may correspond to a small shift in traffic from Lamar to the NB managed lane. The observed change represents 17% of the total route travel time.

TABLE 6. TRAVEL TIME DIFFERENCE ALONG SELECTED ROUTES

Route	Base Case Travel Time (s)	Managed Lanes Scenario Travel Time (s)	Difference (s)**
10th St.	189.5	191.5	2
11th St. EB	336.5	309.5	-27
11th St. WB	368.5	370	2
12th EB	139.5	130.5	-9
12th WB	72.5	63	-10
15th St. EB	228.5	220.5	-8
15th St. WB	276.5	275	-2
5th EB - West of Lamar	84	108	24
5th St.	262.5	263	1
6th St.	299.5	297.5	-2
7th EB	193	183	-10
8 WB	162.5	164.5	2
9th EB - 1	102.5	101.5	-1
9th EB - 2	63	63	0
Cesar Chavez EB	270.5	258	-13
Cesar Chavez WB	262.5	311	49
Chavez EB - West of Lamar	93	85.5	-8
Congress NB	195.5	174.5	-21
Congress SB	188.5	198	10
Guadalupe SB	304	303	-1
Lamar NB	992	826.5	-166
Lamar SB	640.5	647.8333	7
Lavaca NB	306.5	287	-20
Mainlane_NB	132	132	0
Mainlane_SB	160.5	119	-42
MLK EB	155	154.5	-1
MLK WB	261.5	258.8333	-3
Red River NB	618	615.5	-3
Red River SB	667.5	656	-12
San Jacinto SB	392.5	392	-1

** NEGATIVE VALUES INDICATE TRAVEL TIME REDUCTIONS IN THE MANAGED LANES SCENARIO

SELECTED INTERSECTIONS ANALYSIS: DELAY AND TURNING MOVEMENT VOLUME

Turning movements at intersections, and the corresponding delays, were analyzed for five locations identified by COA as critical (Figure 7).

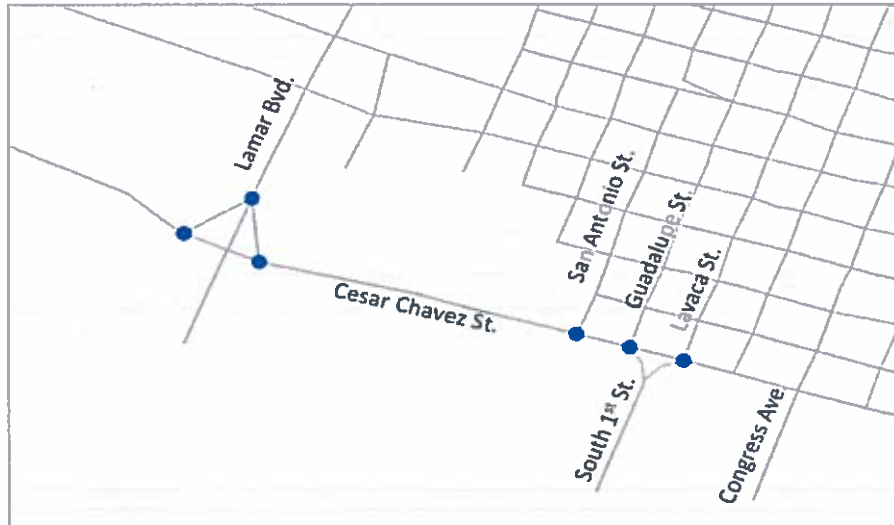


FIGURE 7. INTERSECTION MOVEMENTS AND DELAY ANALYSIS

Figure 8 presents the difference in turning movement volumes between the base case and the managed lanes scenario, for the only case in which such variation was somewhat noticeable. All of the remaining turning movement volume changes are less than 100 vph, while the corresponding delay variations remain well under five seconds per vehicle in the majority of the analyzed cases.



FIGURE 8. CHANGES IN TURNING MOVEMENT AND DELAY PER VEHICLE AT THE MOST AFFECTED INTERSECTION

The model's suggestion of an increased number of vehicles taking a left turn from Cesar Chavez to South First Street may indicate a stronger incentive for all vehicles traveling south of the river to exit on Cesar Chavez Street and not on other exits along MoPac.

CONCLUSIONS

In this work we developed two Dynamic Traffic Assignment (DTA) models of the central Austin area, in order to assess the possible impacts on AM peak downtown traffic of adding managed lanes to both directions of MoPac.

Our models account for dynamic changes in traffic conditions, and explicitly model the impact of traffic control devices. The base case model was built using 2010 network and demand data, and calibrated based on traffic count data. The model validation, conducted using travel time measurements along several routes and additional link count data, produced very satisfactory results. These suggest that the calibrated model is capturing the current network behavior with enough accuracy to allow for reliable results during the analysis of the proposed scenario.

The researchers constructed a Managed Lanes Scenario model using Wilbur Smith Associate's geometric data of the new facilities, and maintaining the same travel demand as in the base case.

The total number of vehicles using the proposed managed lanes in the Managed Lanes Scenario results is close to Wilbur Smith Associate's estimate of 1600 vph in each direction. However, in this model approximately 75% of the vehicles traveling southbound take the Cesar Chavez/5th exit, compared to only 25% in Wilbur Smiths Associate's simulation. Further, most of the drivers traveling on the southbound managed lane in the Managed Lanes Scenario are those taking the Cesar Chavez/5th Streets exit from MoPac in the Base Case model. These results are consistent with the modeling assumptions and calibration data used in this work. The latter suggest that segment of MoPac included in the DTA model is not congested. In virtue of this drivers, who choose their paths based on the network conditions, have no incentive to use the managed lane instead of the main lane.

Given our model characteristics, the comparison of downtown traffic conditions before and after the incorporation of managed lanes to MoPac does not suggest any major change in traffic flow patterns. Link flows and travel times along selected routes remain practically unchanged, and the same is true for intersection delays.

The Managed Lanes Scenario results show a slightly higher travel time on the westbound direction of Cesar Chavez Street, which may be indicating longer delay at the corresponding intersections due to an increased number of left turning movements from the eastbound direction of the same street into the downtown area. This impact is relatively small and may be exaggerated by the limitations of our simulation model which does not fully capture the priorities ruling permissive left turn movements. Similarly, the observation of somewhat lower

flows and travel times on northbound Lamar Boulevard in the Managed Lanes Scenario, which corresponds to a small shift in traffic from Lamar Boulevard to the northbound managed lane, is no significant enough to suggest a major change in traffic flow patterns.

Based on our assumptions, the addition of managed lanes to MoPac will not affect downtown traffic significantly during the AM peak period. The DTA model results present what can be considered the worst-case scenario in terms of the number of drivers destined to downtown using the southbound managed lane. However, the destination pattern of the vehicles using the managed lane and exiting on the Cesar Chavez/5th Streets exit could be different if the congestion on MoPac outside the limits of our model is considered. If more vehicles destined to locations north of 5th St. chose to use the managed lane, the delay at certain intersections could be affected in a different way than described in this study. Even though results are not expected to change dramatically, further analysis exploring different destination patterns for the vehicles exiting on the Cesar Chavez/5th Streets exit from the southbound managed lane can be conducted if desired.



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #9 SUMMARY

Amend the Policy Code to prohibit a vehicle with more than two axles from using a tolled lane on the MoPac Improvement Project unless the Policy Code exempts that vehicle from paying tolls.

Department: Law

Associated Costs: N/A

Funding Source: N/A

Board Action Required: Yes

Description of Matter: This proposed Policy Code amendment will restrict the use of the MoPac Express Lanes to vehicles that have no more than two axles. It also prohibits use of the express lanes by a vehicle towing a trailer.

A vehicle that is exempt from paying a toll under Section 301.044 of the Policy Code is not subject to this restriction and may be operated in an express lane no matter how many axles the vehicle has. This exception allows use of the express lanes by authorized emergency vehicles, military vehicles, and Capital Metropolitan Transportation Authority or the Capital Area Rural Transportation System vehicles that are used to provide public transit.

Backup information: Draft Resolution

Contact: Andrew Martin, General Counsel

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

RESOLUTION NO. 15-___

**AMENDING THE POLICY CODE TO PROHIBIT A VEHICLE WITH MORE
THAN TWO AXLES FROM USING A TOLLED LANE ON THE MOPAC
IMPROVEMENT PROJECT UNLESS THE POLICY CODE EXEMPTS
THAT VEHICLE FROM PAYING TOLLS.**

WHEREAS, the MoPac Improvement Project includes one express lane in each direction that will use variable tolls to keep traffic moving even when the adjacent lanes are congested; and

WHEREAS, to further ensure that the express lanes provide predictable travel times, the Executive Director recommends that vehicles using the express lanes be restricted to passenger cars and trucks with no more than two axles, and toll-exempt vehicles including authorized emergency vehicles such as police, fire, and EMS vehicles and buses and other public transit vehicles operated by the Capital Metropolitan Transportation Authority or the Capital Area Rural Transportation System.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby amends the Policy Code to add a new Section 304.0211, to read in its entirety as set forth in Exhibit 1.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 22nd day of April, 2015.

Submitted and reviewed by:

Approved:

Andrew Martin, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

EXHIBIT 1 TO RESOLUTION NO. 15-

The Policy Code is amended by adding a new Section 301.0211, to read in its entirety as follows:

301.0211 Vehicles Prohibited in a Express Lane

- (a) No person shall operate a vehicle with more than two axles on an authority facility designated as a tolled express lane that has variable rate tolls.
- (b) No person shall operate a vehicle that is towing a trailer on an authority facility designated as a tolled express lane that has variable rate tolls.
- (c) This section does not apply to any vehicle that is exempt from paying a toll to use an authority toll facility under state law and Section 301.044.



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #10 SUMMARY

Amend the Policy Code relating to toll exemptions on Mobility Authority toll facilities for vehicles providing public transit

Department: Law

Associated Costs: N/A

Funding Source: N/A

Board Action Required: Yes

Description of Matter: This proposed Policy Code amendment amends the toll exemption previously established by the Board of Directors for certain public transit vehicles operated by the Capital Metropolitan Transportation Authority and the Capital Area Rural Transportation System. The current exemption applies to “public transportation vehicles with a carrying capacity of 16 or more individuals that are owned or operated on behalf of the Capital Metropolitan Transportation Authority or the Capital Area Rural Transportation System.”

The proposed amended exemption applies to “a vehicle used exclusively to provide transportation to a member of the public under a transit program established and managed by the Capital Metropolitan Transportation Authority or the Capital Area Rural Transportation System.” As drafted, the exemption applies not just to buses and other larger vehicles, but also to vehicles with a capacity of less than 16 persons. Smaller vehicles are used by CapMetro for the MetroAccess program for persons with disabilities and for its Vanpool & Carpool program for commuters. The amended toll exemption does not apply to a taxi or other vehicle used to transport someone through the CapMetro “Access-A-Ride” or “Guaranteed Ride Home” or similar programs, unless that vehicle is used exclusively for transportation under those programs.

The only substantive amendments to Sec. 301.004 are in subsection (d). The revisions to the other subsections are intended to be non-substantive edits.

Backup information: Redline of amendment to Sec. 301.004, Policy Code
Draft Resolution

Contact: Andrew Martin, General Counsel

MOBILITY AUTHORITY POLICY CODE

Redline showing revisions to Sec. 301.004:

301.004 Exemption from Toll

- (a) ~~Users~~The operator or the registered owner of ~~toll facilities~~ area vehicle operated on an authority toll facility ~~is~~ required to pay the toll established by this ~~subsections~~subchapter unless the vehicle is exempted by state law; or ~~as authorized by the board under state law and the bond documents~~this section.
- (b) ~~Pursuant to Sections 370.177, 362.901, and~~ An authorized emergency vehicle defined by Section 541.201, Transportation Code, ~~the authority will create technical procedures to ensure that authorized emergency vehicles, as well as state and federal military vehicles, are~~is exempt from paying ~~tolls on the authority's~~ a toll facility ~~to use an authority toll facility under Section 370.177, Transportation Code.~~
- (c) ~~Pursuant to~~ A state or federal military vehicle is exempt from paying a toll to use an authority toll facility under Section 362.901, Transportation Code.
- ~~(e)~~(d) Under Section 370.177;~~(a-1)~~, Transportation Code, and to facilitate a multi-modal transportation system that ensures safe and efficient travel for all individuals in ~~Central~~central Texas, ~~public~~ a vehicle used exclusively to provide transportation ~~vehicles with a carrying capacity of 16 or more individuals that are owned or operated on behalf of~~ to a member of the public under a transit program established and managed by the Capital Metropolitan Transportation Authority or the Capital Area Rural Transportation System ~~are~~is exempt from paying ~~tolls on the authority's~~ a toll facility ~~to use an authority toll facility.~~
- ~~(d)~~(c) The authority will create technical procedures to implement the toll exemptions described and established by this section.

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

RESOLUTION NO. 15-___

**AMENDING THE POLICY CODE RELATING TO TOLL EXEMPTIONS
ON MOBILITY AUTHORITY TOLL FACILITIES FOR VEHICLES
PROVIDING PUBLIC TRANSIT.**

WHEREAS, the Mobility Authority exempts toll charges on Mobility Authority toll facilities for certain public transit vehicles owned or operated on behalf of the Capital Metropolitan Transportation Authority or the Capital Area Rural Transportation System; and

WHEREAS, since the time those toll exemptions were established, the Capital Metropolitan Transportation Authority and Capital Area Rural Transportation System have established or expanded their transportation services to include programs that use smaller-capacity vehicles for public transportation services; and

WHEREAS, the Executive Director recommends amending the toll exemption criteria to also provide a toll exemption for the smaller-capacity vehicles now used for the MetroAccess program for persons with disabilities and the Vanpool & Carpool programs for commuters.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby amends Section 304.0211 of the Policy Code to read in its entirety as set forth in Exhibit 1 attached to this resolution.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 22nd day of April, 2015.

Submitted and reviewed by:

Approved:

Andrew Martin, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

EXHIBIT 1 TO RESOLUTION NO. 15-

Section 301.0211 of the Policy Code is amended to read in its entirety as follows:

301.0211 Exemption from Toll

(a) The operator or the registered owner of a vehicle operated on an authority toll facility is required to pay the toll established by this subchapter unless the vehicle is exempted by state law or by this section.

(b) An authorized emergency vehicle defined by Section 541.201, Transportation Code, is exempt from paying a toll to use an authority toll facility under Section 370.177, Transportation Code.

(c) A state or federal military vehicle is exempt from paying a toll to use an authority toll facility under Section 362.901, Transportation Code.

(d) Under Section 370.177(a-1), Transportation Code, and to facilitate a multi-modal transportation system that ensures safe and efficient travel for all individuals in central Texas, a vehicle used exclusively to provide transportation to a member of the public under a transit program established and managed by the Capital Metropolitan Transportation Authority or the Capital Area Rural Transportation System is exempt from paying a toll to use an authority toll facility.

(e) The authority will create technical procedures to implement the toll exemptions described and established by this section.



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #11 SUMMARY

Briefing and appropriate action on a proposal to live stream on the internet meetings of the Mobility Authority.

Strategic Plan Relevance: Innovation: Objective- Proactively outreach to the community and engage the public in regional transportation issues.

Departments: Legal and Communications

Associated Costs: To be negotiated

Funding Source: Operating Budget

Board Action Required:

Description of Matter:

The Board requested that staff evaluate and recommend a service provider to install, and operate equipment and support services to video stream Board meetings on the internet via the Mobility Authority Web site. Staff has identified a qualified vendor that has experience with government entities at a fair market value. This item requests authorization for the Executive Director to direct staff to negotiate and execute a contract with the identified vendor for equipment, installation and ongoing support services to produce and distribute the meetings.

Reference: None

Contact:

Rick L'Amie, Manager of Communications
Andrew Martin, Legal Counsel



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #12 SUMMARY

Quarterly briefing on the MoPac Improvement Project.

Strategic Plan Relevance: Regional Mobility

Department: Engineering

Associated Costs: N/A Briefing Only

Funding Source: N/A

Board Action Required: No

Description of Matter:

The report is an account of the activities on the MoPac Improvement Project from January through March, 2015.

A public outreach update will be included.

Reference documentation:

GEC Quarterly Activities Report and Board Presentation

Contact for further information:

Wesley M. Burford, P.E., Director of Engineering



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #13 SUMMARY

Quarterly briefing on projects in environmental review.

Strategic Plan Relevance: Regional Mobility

Department: Engineering

Associated Costs: N/A Briefing Only

Funding Source: Toll Equity Grants, Rider 42, STP MM (CAMPO)

Board Action Required: No

Description of Matter: The Director of Engineering will provide a summary of project activities from January through March, 2015 for the following projects:

- Bergstrom Expressway
- MoPac South Environmental Study
- 183 North Environmental Study
- SH 45 Southwest Environmental Study

Reference documentation:

GEC Quarterly Activities Reports and Board Presentation

Contact for further information:

Wesley M. Burford, P.E., Director of Engineering



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #14 SUMMARY

Executive Director's Report.

Strategic Plan Relevance: Regional Mobility

Department: Executive

Associated Costs: N/A

Funding Source: N/A

Board Action Required: No

Description of Matter:

Executive Director's Monthly report

- A. Project Updates
- B. Direct connect between SH 130 southbound to 290 East
- B. Update on MoPac Express Lanes education program
- C. Update on proceedings before the Capital Area Metropolitan Planning Organization
- D. Briefing on consideration of indirect and cumulative effects of proposed roadways in an environmental review of a transportation project

Reference: Executive Director's report

Contact: Mike Heiligenstein, Executive Director



PROJECT UPDATES

MoPac Improvement Project

◀◀ MOPAC IMPROVEMENT PROJECT ▶▶

- Contractor is working to accelerate productivity by bringing on additional resources and assessing opportunities to expedite delivery of the Project.
- Boring activities for three large tunnels associated with drainage pipes for the undercrossings near downtown are complete. Work on the fourth and final tunnel is 60 % complete.



First span of 525-foot bike/ pedestrian bridge now in place over Union Pacific tracks southbound (April 9)

- Easements and environmental clearances have been obtained for the relocation of the City 42" waterline. Construction is scheduled to begin late April.
- Lane striping in the corridor is being evaluated on a weekly basis; no recent comments received from the public.
- Installation of sound wall columns and panels on the wall near 10th Street is near completion. Construction of other sound walls will follow.

183 North Mobility Project



- Technical Memoranda continues to be prepared for social, economic, and environmental impact evaluations.
- Technical Working Group meeting was held on Feb. 24.
- Open House #3 was held on March 10. Approximately 80 members of the public attended. The Express Lanes alternative was presented along with the additional corridor improvements that includes a consistent 4-lane section from McNeil to MoPac to address bottleneck conditions in the corridor, bike/pedestrian improvements identified, and Context Sensitive Solution alternatives were presented that allowed the public to convey their preference of landscaping, hardscape, water quality, bicycle/pedestrian connectivity and public art.
- More than 300 community members visited the Virtual Open House, which was available at www.183North.com through March 20.
- Project status meetings were held in April with the Austin Fire Department and Travis County EMS, Seton Northwest and the City of Cedar Park.
- 60 % Schematic Design scheduled for submittal and GEC review on April 15.
- Comments received from TxDOT on the Design Exception package are being addressed.
- Initial traffic analysis for operations and environmental evaluations is complete; refinement continues.
- Initial EA submittal is planned for early 2015 with Public Hearing planned for late 2015.

MoPac South Environmental Study



- There has been significant interest in this project since the Open House on February 26.
- The public Open House and the Virtual Open House, available on www.MoPacSouth.com between Feb. 26 and April 2, generated more than 330 comments during the official comment period. The team continues to receive and respond to comments from the website. Mobility Authority staff responded to 46 comments in March after the close of the Open House comment period.
- In response to community feedback for additional public involvement, the Mobility Authority is extending the environmental study process to allow for additional community input and engineering analysis on the project. The Mobility Authority will hold an additional Open House in August and a new schedule is being developed for the study's timeframe.
- Mobility Authority staff and consultants presented at several neighborhood meetings during the month of March, including the March 31 community meeting hosted by Travis County Commissioner Brigid Shea, Austin Mayor Pro Tem Kathie Tovo, and AISD representatives. More than 300 community members attended.
- An online Context Sensitive Solutions survey was visited by 284 people who shared their preferences on several design considerations.
- Refinement of schematics and traffic models continues.

MoPac Intersections Environmental Study

- The draft of the environmental document was submitted to TxDOT in February 2015 and review comments are being addressed.
- The document will be available for public review this summer with a Public Hearing planned

approximately one month following release of the document.

- Stakeholder outreach and public communication will continue as the project approaches the target Public Hearing date.
- Once environmentally cleared, TxDOT will take over final design and construction of the project.

SH 45SW Environmental Study



- A Record of Decision on the Environmental Impact Statement was issued on March 4, allowing the project to move forward with design and construction.
- The Mobility Authority's Design Team completed the majority of fieldwork and is working on the 30% design plans. Remaining fieldwork includes geotechnical borings for pavement and bridge design and a design survey at FM 1626 to capture recently completed construction.
- Stakeholder meetings and Context Sensitive Solutions efforts will be initiated as the project design progresses.
- The development of construction plans is anticipated to take approximately six to eight months.

Bergstrom Expressway Project



- Atkins anticipates the Best Value Selection of a design/build contractor in May 2015. Construction should launch late 2015.
- The request for proposals from public involvement services providers launched on April 3, with proposals expected by April 24. The remaining procurements for construction

inspection, survey and materials testing teams will launch in May 2015.

- The team continues to meet with stakeholders as the project transitions from the environmental phase to construction.
- The website redesign process has launched. Unveiling of the construction-focused site is anticipated to launch July 2015.
- A baseline public opinion survey will be conducted in late April with report of findings to be complete in May or June.
- A traffic noise barrier workshop is anticipated to occur in summer 2015.
- Project programming activities continue as the team works to finalize project funding agreements with TxDOT and FHWA.
- The team has submitted to and received comments from FHWA on the Project Management Plan and the Initial Finance Plan in order to meet federal requirements. The team is addressing FHWA comments and will re-submit final versions.
- Financing activities continue as Atkins develops updates for the TIFIA Program, continues the Investment Grade Traffic & Revenue Study and completes an application for a SIB Loan request from TxDOT.
- ROW Acquisition and early utility coordination activities for items with long lead times continue.

Maha Loop/Elroy Road, Phase I Project



Maha Loop Ribbon Cutting Ceremony and Dedication March 27

- A Ribbon Cutting Ceremony was held March 27. The road was open to traffic that same afternoon.
- Final grading of ponds is complete; placement of rock riprap, filtration material, and plantings are ongoing.
- Final signing and striping is complete.
- Placement of matting and seeding is ongoing for the east ditch.
- The change order to add turn lanes on SH 71 has been approved by Travis County and work is underway; the change order to add signals is under negotiation.

290 Toll (Manor Expressway)



- CTMC is finalizing the non-conflict utility relocations required by the project to obtain Final Acceptance.
- CTMC is submitting final documentation to achieve Final Acceptance.

Oak Hill Parkway Project



- Efforts with TxDOT and the City of Austin continue for potential regional detention facilities.
- The design level schematics for both concepts moving forward into the alternatives analysis phase continue to be refined as the engineering aspects are reviewed.
- The second CSS workshop was held April 7th, and the team continues to work towards

additional issue-specific workshops in advance of the summer Open House.

- Mobility Authority and TxDOT participated in the Keep Austin Beautiful event on April 11 to help clean Williamson Creek in the project area.
- A Value Engineering Study including agency stakeholders was held the week of April 13.
- The team continues to meet with stakeholders with concerns regarding regional water detention and ROW acquisition; this effort will continue for several months.

SH 71 Express



- Coordination meetings between McCarthy and the Toll Integrator continue.
- Atkins and Schneider Electric continue to review design submittals and attend comment resolution meetings.
- McCarthy continues to progress design activities from 60% to Final Design.
- Drilled shafts and caps are completed on the Onion Creek Bridge.
- Earthwork activities at the SH 130 interchange continue.
- McCarthy is currently installing drilled shafts for the bridge at SH 130.
- McCarthy has commenced construction of the joint communications trench.



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #15 SUMMARY

EXECUTIVE SESSION

Executive Session:

Discuss legal issues related to legislation proposed to the 84th Texas Legislature that could affect the Mobility Authority or its operations, as authorized by §551.071 (Consultation with Attorney).



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #16 SUMMARY

Report on legislative issues and possible action to revise the Mobility Authority legislative program for the 84th Texas Legislature.

Strategic Plan Relevance: Regional Mobility; Economic Vitality; Sustainability; Innovation

Department: Law

Associated Costs: None

Funding Source: Operating Fund

Board Action Required: If desired to revise legislative program

Description of Matter:

The 84th Legislature is in session and is considering legislative proposals and issues that affect the Mobility Authority.

This agenda item is to receive reports on those legislative proposals and issues. If desired, the Board may act to revise the legislative program adopted October 29, 2014, a copy of which is attached for reference.

In previous legislative sessions, the Mobility Authority has worked with other regional mobility authorities and tolling entities to address issues of common concern to tolling entities.

Reference: Resolution 14-083 (Legislative Program)

Contact: Andrew Martin, General Counsel

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

RESOLUTION NO. 14-083

**APPROVING A LEGISLATIVE PROGRAM FOR ISSUES AND PROPOSALS
AFFECTING THE MOBILITY AUTHORITY IN THE 84th TEXAS LEGISLATURE.**

WHEREAS, the Texas Legislature is scheduled to convene at noon, Tuesday, January 13, 2015, and to adjourn on Monday, June 1, 2015, in the 84th Regular Legislative Session; and

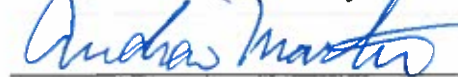
WHEREAS, action on legislation considered by the 84th Legislature can affect the powers, duties, and ability of the Mobility Authority to fulfill its statutory mission as a regional mobility authority existing and operating under Chapter 370 of the Texas Transportation Code; and

WHEREAS, the Board of Directors supports consideration and adoption by the 84th Legislature of legislation that addresses issues identified and supported by other regional mobility authorities throughout Texas, as well as issues that affect only the Mobility Authority, as set forth on the legislative program attached to this resolution as Exhibit 1.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors approves the legislative program set forth in Exhibit 1 to this Resolution.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29th day of October, 2014.

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: 14-083
Date Passed: 10/29/14

Exhibit 1

Mobility Authority Legislative Program

Legislative Priorities 84th Legislative Session

The following is a list of priorities for the 84th Legislative Session:

1. **Increased Transportation Funding:** There is a continuing need for increased funding for the state's transportation system. The Mobility Authority will support viable options to increase funding at the state or local level, including enhancements to make county TRZs more effective; dedication of vehicle sales tax revenues to the state highway fund, ending diversions, and enhanced local options for transportation funding.
2. **Data Protections:** The Mobility Authority supports efforts to enhance protection of customer and trip data on Mobility Authority toll facilities from public disclosure, including efforts to clarify the definition of a "customer" under Chapter 370 of the Transportation Code in regard to the information that is subject to disclosure under Chapter 552, Government Code.

Items specific to the Central Texas Regional Mobility Authority:

3. **Project-Specific CDA Authority:** In the 83rd Legislative Session, SB 1730 authorized certain projects to be developed using a Comprehensive Development Agreement (a "CDA"). If supported by the local legislative delegation, the Mobility Authority will seek to extend that authority as necessary for previously authorized projects, and add projects to the list that are appropriate for development as a CDA.
4. **State Funding for Discounted or Free Tolls under Section 372.053(b), Transportation Code:** The Mobility Authority supports and will seek the appropriation of sufficient state funds to fully defray the cost of providing free or discounted tolls on Mobility Authority toll projects to customers eligible under a discount program established pursuant to Section 372.053 (Veteran Discount Program), Transportation Code.