

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

RESOLUTION NO. 12-058

**APPROVE AN INTERLOCAL AGREEMENT AUTHORIZED BY THE CITY OF
AUSTIN TO PROVIDE \$100,000 FROM CITY FUNDS TOWARDS THE COST OF THE
MOPAC IMPROVEMENT PROJECT.**

WHEREAS, the Mobility Authority is proceeding with development of the MoPac Improvement Project to improve mobility and traffic congestion on this primary north-south corridor through the City of Austin; and

WHEREAS, the City of Austin City Council has offered financial support and assistance towards costs incurred by the Mobility Authority in designing the MoPac Improvement Project from the proceeds of the Austin 2010 Proposition 1 Mobility bond funds; and

WHEREAS, staff for the Mobility Authority and the City of Austin have negotiated an interlocal agreement that sets out the parties' respective obligations concerning financial support provided by the City of Austin; and

WHEREAS, the Austin City Council has approved the financial support agreement attached as Exhibit 1; and

WHEREAS, the Executive Director recommends that the financial support agreement attached as Exhibit 1 be approved by the Board.

NOW THEREFORE, BE IT RESOLVED that financial support agreement attached as Exhibit 1 is hereby approved; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to execute the financial support agreement in the form or substantially the form attached as Exhibit 1.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29th day of August, 2012.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 12-058
Date Passed: 08/29/2012

Exhibit 1

FINANCIAL SUPPORT AGREEMENT

[on the following 3 pages]

FINANCIAL SUPPORT AGREEMENT

This Agreement is made by and between the City of Austin (the "City"), and the Central Texas Regional Mobility Authority (the "Mobility Authority") for the purpose of providing financial support for the development of the proposed MoPac Improvement Project, as described below.

RECITALS

The parties acknowledge the following:

A. The Mobility Authority is a regional mobility authority operating pursuant to Chapter 370 of the Texas Transportation Code (the "RMA Act") and 43 TEX. ADMIN. CODE § 26.1 et seq. (the "RMA Rules"). City is a Texas home-rule municipal corporation, operating pursuant to the Austin City Charter adopted by its citizens.

B. The Mobility Authority's goals include improving mobility within Travis and Williamson counties. To further that goal, the Mobility Authority has exercised its option pursuant to Section 228.0111 of the Texas Transportation Code to develop, construct, and operate a proposed toll project in the City of Austin, Travis County, along an 11-mile portion of Loop 1 (MoPac) between Parmer Lane and Cesar Chavez Street (the "MoPac Improvement Project"). The MoPac Improvement Project is included in the 2035 Transportation Plan approved by the Transportation Policy Board of the Capital Area Metropolitan Planning Organization ("CAMPO") on May 24, 2010 and is consistent with the Statewide Transportation Plan.

C. City is authorized to participate in the design and development of the MoPac Improvement Project through expenditure of money from any source.

D. Among those who will significantly benefit from the design and development of the MoPac Improvement Project are citizens and residents of the City, particularly residents in neighborhood that abut MoPac where sound walls will be constructed to ameliorate traffic noise.

E. The City and the Mobility Authority have the authority under Chapter 791, Government Code, and Chapter 370, Transportation Code, to enter into this Agreement for the performance of governmental functions and services in connection with financing and construction by the Mobility Authority of a highway transportation project.

AGREEMENT

In light of the foregoing recitals, and for good and other valuable consideration, the parties agree as follows:

1. City will provide financial support to the Mobility Authority and to the MoPac Improvement Project from proceeds of the Austin 2010 Proposition 1 Mobility bond funds in the total amount

of \$100,000.00. Funds provided under this Agreement will be used by the Mobility Authority to directly pay, or to reimburse the Mobility Authority for its previous expenditures made, the following costs incurred in connection with the financing and construction of the MoPac Improvement Project:

- (a) \$25,000.00, to be applied towards the cost of detailed sub-corridor operational modeling being provided to the Mobility Authority by CDM Smith, formerly known as Wilbur Smith and Associates (“CDM Smith/WSA”), including evaluation of the southbound 5th St / Cesar Chavez weave, as more fully described in the SERVICES TO BE PROVIDED BY THE ENGINEER attached and incorporated as Exhibit A to this Agreement; and
- (b) \$75,000.00, to be applied towards preparation of a Context Sensitive Design guideline development package for sound walls, new structures, and improvements at local street intersections and crossing being provided to the Mobility Authority by HNTB, as more fully described in the SERVICES TO BE PROVIDED BY THE ENGINEER attached and incorporated as Exhibit B to this Agreement.

2. All funds provided by the City under paragraph 1 are made from current funds available to and committed by the City from proceeds of the Austin 2010 Proposition 1 Mobility bond funds and are not subject to future discretionary action by the City Council. The parties recognize that this funding commitment is an integral part of the overall plan of finance for the MoPac Improvement Project and will be used to secure funding for project construction, and that contractors, rating agencies, capital markets and capital markets participants, and other third parties will act in reliance on the availability of these funds as reflected herein. The parties further recognize and acknowledge that the funds committed herein may be applied to reimburse costs incurred prior to, and in anticipation of, receipt of those funds.

3. All funds provided by the City under paragraph 1(a) shall be paid by the City to the Mobility Authority no later than 30 calendar days after the date the Mobility Authority delivers to the City a copy of the final report produced by CDM Smith/WSA, in accordance with the contract between the Mobility Authority and CDM Smith/WSA for services described in Exhibit A.

4. All funds provided by the City under paragraph 1(b) shall be paid by the City to the Mobility Authority no later than 30 calendar days after the date the Mobility Authority delivers to the City a copy of the final report produced by HNTB, in accordance with the contract and work authorization between the Mobility Authority and HNTB for services described in Exhibit B.

5. If either party defaults in the performance of any obligation described in this Agreement, the other party may exercise any rights and remedies granted by law or this Agreement.

6. This is the complete agreement by and between the parties on the subject matter of the Agreement. It supersedes any other agreement or understanding between the parties, written or oral, and any other commitments, promises, undertakings, understandings, proposals or representations of the parties to each other, written or oral, concerning the subject matter of this Agreement.

7. This Agreement may be modified only by a writing duly executed by each of the parties. Neither any representation or promise made after the execution of this Agreement, nor any modification or amendment of this Agreement, shall be binding on the parties unless made in writing and duly executed by each of the parties.

8. This Agreement shall be effective from the date indicated below until all funds payable by the City to the Mobility Authority under this Agreement have been paid, or until December 31, 2012, whichever date is earlier.

9. The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

City of Austin

Central Texas Regional Mobility Authority

By: Robert Goode, Assistant City Manager
City of Austin

Mike Heiligenstein, Executive Director
Central Texas Regional Mobility Authority