

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

RESOLUTION NO. 14-096

Executive Director Contract

WHEREAS, the Central Texas Regional Mobility Authority (“CTRMA”) was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.1, *et. seq.* (the “RMA Rules”); and

WHEREAS, the Board of Directors of the CTRMA has been constituted in accordance with the Transportation Code and the RMA Rules; and

WHEREAS, after a thorough process the CTRMA Board of Directors selected Mike Heiligenstein to serve as the CTRMA’s Executive Director and approved entry into an employment contract with Mike Heiligenstein (the “ED Contract”); and

WHEREAS, pursuant to Resolution No. 09-60, dated August 26, 2009, the Board of Directors approved certain changes to the ED Contract and authorized execution of an Amended and Restated ED Contract reflecting those changes; and

WHEREAS, pursuant to Resolutions Nos. 10-86, 11-146, 12-090, and 13-082 dated August 25, 2010, December 7, 2011, December 21, 2012, and December 18, 2013, respectively, the Board of Directors approved various amendments to the Amended and Restated ED Contract; and

WHEREAS, the Amended and Restated ED Contract provides for review of the Executive Director’s performance and compensation on or about every anniversary of the Amended and Restated ED Contract and at such other times as agreed upon by the parties; and

WHEREAS, the Board of Directors has reviewed the Executive Director’s performance and has concluded that he has served the CTRMA well; and

WHEREAS, the Board of Directors has determined that the Amended and Restated ED Contract should be further amended as reflected in the revised contract terms set forth in the Fifth Amendment to the Amended and Restated ED Contract, attached hereto as Attachment “A”.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby approves the Fifth Amendment to the Amended and Restated ED Contract, in the form or substantially the same form attached hereto as Attachment “A”; and

BE IT FURTHER RESOLVED, that for purposes of administrative efficiency, the terms of Amended & Restated ED Contract and each of the amendments thereto may be revised and incorporated into a single document; and

BE IT FURTHER RESOLVED, that the Board of Directors authorizes the Chairman to execute the Fifth Amendment to the Amended and Restated ED Contract and to execute a revised form of agreement incorporating the terms of the Amended & Restated ED Contract and all amendments thereto.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 17th day of December, 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 14-096
Date Passed 12/17/14

ATTACHMENT "A"
Resolution No. 14-___

**Fifth Amendment To
Amended and Restated
Employment Agreement
Between
Central Texas Regional Mobility Authority
And
Mike Heiligenstein**

This Fifth Amendment to the Amended and Restated Employment Agreement Between Central Texas Regional Mobility Authority ("CTRMA") and Mike Heiligenstein ("Employee") is made for the purpose of amending Paragraphs 3.1, 4.1, 4.2, and 4.3 of the Amended and Restated Employment Agreement Between CTRMA and Employee effective January 10, 2009 (the "Agreement"). This Fifth Amendment shall be effective as of January 10, 2014 (the "Effective Date"), with certain provisions having effective dates as specifically indicated.

Pursuant to action of the CTRMA Board of Directors on December 17, 2014, Paragraphs 3.1, 4.1(a), 4.2, and 4.3(e), (f), and (j) of the Agreement are amended as described below.

Paragraph 3.1 is amended to read as follows:

Employee's employment under this Agreement is effective as of the Effective Date (January 10, 2009) and will continue in effect until the third anniversary of the Effective Date (January 10, 2012), unless Employee's services are terminated in accordance with Section 3.2 ("Remaining Term"). At the end of the Remaining Term, the Agreement will be extended for an additional seven (7) years, such that the Agreement will terminate on January 10, 2019, unless Employee's services are terminated in accordance with Section 3.2 ("Extended Term"). At the end of the Extended Term, the parties may agree to renew, extend, or modify the Agreement, execute a new agreement, or terminate their relationship. Notwithstanding the foregoing, the parties may agree to conduct an Optional Review (as defined in Section 4.1(b)) at any time prior to the expiration of the Extended Term.

Paragraph 4.1(a) is amended to read as follows:

Effective as of January 10, 2015, the base salary payable to Employee shall be \$22,028.28 per month (or \$264,339.34 per year) (the "Base Salary"), which shall be payable, less applicable withholding for federal and other required taxes, in bi-weekly installments or otherwise in such manner as the salaries of other employees of CTRMA are paid in accordance with CTRMA's standard payroll procedures, but not less frequently than monthly.

Paragraph 4.2 is amended to read as follows:

Prior to each of the first, second, third, and fourth anniversaries of the commencement of the Extended Term (such commencement date being January 10, 2012), at a time to be determined by the Board of Directors, Employee shall be paid annual deferred compensation of \$38,000.00, which may be received in the form of (i) a lump sum payment; (ii) a discretionary employer contribution to the CTRMA's retirement plan; (iii) if so elected by the Employee, a deferral contribution to Employee's deferred compensation plan account, subject to all applicable contribution limitations under the plans and the law; or (iv) some combination of (i), (ii), and/or (iii). Future deferred compensation payments, if any, may be determined at the discretion of the Board of Directors, provided any such payments are paid out of operating revenue of the Authority and not out of funds transferred from another public entity which are not operating revenues.

Paragraph 4.3(e) is added to read as follows:

Employee shall be entitled to four (4) weeks annual paid vacation during the Remaining Term, five (5) weeks of annual paid vacation during year one of the Extended Term, six (6) weeks of annual paid vacation during years two and three of the Extended Term, and seven (7) weeks of annual paid vacation during all remaining years of the Extended Term; *provided, however*, that Employee shall not take more than two (2) consecutive weeks of vacation without prior approval of the Board of Directors, and vacation must be taken at a time and in a manner consistent with Employee's duties hereunder. Vacation leave shall accrue ratably on a pay period per pay period basis. Accrued but unused vacation leave shall carry over from one leave year (January 1 – December 31) to the next without limit and shall be paid upon termination of employment in accordance with the Base Salary in effect at the time the applicable leave was accrued.

Paragraph 4.3(f) is added to read as follows:

Employee shall be entitled to seven (7) days annual paid personal leave and up to ten (10) days annual sick leave, with additional sick leave provided by mutual agreement of the parties if Employee requires an extended treatment period for a medical condition. Personal leave and sick shall accrue ratably on a pay period per pay period basis. Accrued but unused personal leave and sick shall carry over from one leave year (January 1 – December 31) to the next without limit and shall be paid upon termination of employment in accordance with the Base Salary in effect at the time the applicable leave was accrued.

Paragraph 4.3(j) is amended to read as follows:

Additional Benefits. Employee shall also be entitled to an annual payment of up to \$9000 for financial plan maintenance, legal advice/counsel, document preparation (will, power of attorney, advanced health care directive, etc.), medical and dependent care expenses, and other health care related expenses. Employee must request the payment in writing and shall certify in such request that he has incurred expenses for the purposes described above in an amount at least equal to the amount requested (not to exceed \$9000). In addition, prior to third anniversary of the commencement of the Extended Term (i.e., prior to January 10, 2015), Employee shall be paid an amount equal to \$30,000 as a one-time cost-of-living and performance payment, provided that such payment is paid out of operating revenue of the Authority and not out of funds transferred from another public entity which are not operating revenues.

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

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

EMPLOYEE

Ray A. Wilkerson,
Chairman
Date: _____

Mike Heiligenstein
Date: _____