

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

RESOLUTION NO. 14-027

ACCEPT THE FINANCIAL STATEMENTS FOR MARCH 2014.

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 2014, and has caused Financial Statements to be prepared and attached to this resolution as Attachments A.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the Financial Statements for March 2014, attached as Attachments A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of April, 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: 14-027
Date Passed: 4/30/2014

Attachment A

Financial Statements for March 2014

**Central Texas Regional Mobility Authority
Balance Sheet**

As of	March 31, 2014	March 31, 2013
Assets		
Current Assets		
Cash in Regions Operating Account	668,374	192,842
Cash In TexSTAR	2,909,893	145,804
Regions Payroll Account	109,405	86,713
Restricted cash/cash equivalents		
Fidelity Government MMA	174,759,953	94,418,741
Restricted Cash-TexStar	9,367,117	33,701,273
Overpayment accounts	35,565	29,012
Total Cash and Cash Equivalents	187,850,308	128,574,385
Accounts Receivable	20,967	15,302
Due From TTA	287,203	266,197
Due From NTTA	157,671	68,998
Due From HCTRA	147,303	112,607
Due From TxDOT	947,335	24,606,995
Due From Federal Government	0	463,466
Interest Receivable	90,453	242,109
Total Receivables	1,650,933	25,775,674
Short Term Investments		
Short Term Investments	54,007,166	134,419,785
Other Current Assets		
Prepaid Insurance	45,683	29,547
Total Current Assets	243,554,090	288,824,235
Construction Work In Process		
	402,192,715	327,450,881
Fixed Assets		
Computers(net)	88,362	23,475
Computer Software(net)	399,584	0
Furniture and Fixtures(net)	0	727
Equipment(net)	15,294	26,383
Autos and Trucks(net)	9,198	16,096
Buildings and Toll Facilities(net)	5,877,055	6,054,169
Highways and Bridges(net)	320,483,617	275,063,989
Communication Equipment(net)	621,031	817,147
Toll Equipment(net)	11,142,458	8,898,419
Signs(net)	8,646,951	5,968,168
Land Improvements(net)	6,922,078	3,287,794
Right of Way	46,642,851	24,800,630
Leasehold Improvements	172,717	34,006
Total Fixed Assets	401,021,196	324,991,003
Long Term Investments		
Other Assets		
Security Deposits	0	8,644
Intangible Assets	15,032,168	650
2005 Bond Insurance Costs	5,337,706	
Total Assets	1,067,137,876	956,035,024

Liabilities

Current Liabilities

Accounts Payable	417,114	943,113
Overpayments	37,058	30,130
Interest Payable	8,632,117	10,820,623
Due to other Funds	0	171,248
TCDRS Payable	45,535	33,958
Due to other Entities	338,436	0
Total Current Liabilities	10,764,749	11,999,072

Long Term Liabilities

Accrued Vac & Sick Leave Paybl	189,089	189,089
Senior Lien Revenue Bonds 2005	0	170,404,728
Senior Lien Revenue Bonds 2010	107,244,519	103,842,348
Senior Lien Revenue Bonds 2011	307,797,538	307,086,315
Senior Refunding Bonds 2013	185,810,000	0
Sn Lien Rev Bnd Prem/Disc 2010	103,017	141,348
Sn Lien Rev Bnd Prem/Disc 2011	(3,612,590)	(3,759,966)
Sn Lien Rev Bnd Prem/Disc 2013	17,513,595	0
Subordinated Lien Bond 2010	0	45,000,000
Subordinated Lien Bond 2011	70,000,000	70,000,000
Subordinated Refunding Bonds 2013	103,960,000	
Sub Lien Bond 2011 Prem/Disc	(1,911,517)	(2,009,498)
Sub Lien Bond 2013 Prem/Disc	3,917,658	
TIFIA note 2008	0	77,506,077
2011 Regions Draw Down Note	3,049,820	1,066,640
2013 American Bank Loan	5,300,000	
Total Long Term Liabilities	799,361,128	774,010,241
Total Liabilities	810,125,877	786,009,313

Net Assets Section

Contributed Capital	18,734,897	18,334,846
Net Assets beginning	153,384,260	93,629,931
Current Year Operations	84,892,842	58,060,934
Total Net Assets	238,277,102	151,690,865

Total Liabilities and Net Assets

1,067,137,876	956,035,024
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**Central Texas Regional Mobility Authority
Income Statement
All Operating Departments**

Account Name	Budget Amount FY 2014	Actual Year to Date 3/31/2014	Percent of Budget	Actual Prior Year to Date 3/31/2013
Revenue				
Operating Revenue				
Toll Revenue-TxTag-Manor	1,188,228	1,625,451	136.80%	420,833
Toll Revenue-TxTag-183A	29,507,860	17,767,797	60.21%	15,855,451
Toll Revenue-HCTRA-183A	884,163	904,243	102.27%	734,319
Toll Revenue-HCTRA Manor	173,689	235,194	135.41%	63,094
Toll Revenue-NTTA-183A	580,498	696,847	120.04%	487,791
Toll Revenue-NTTA-Manor	77,633	71,346	91.90%	16,109
Video Tolls 183A	4,243,980	4,331,978	102.07%	3,509,454
Video Tolls Manor Expressway	452,664	549,980	121.50%	45,764
Fee revenue 183A	1,661,750	1,722,255	103.64%	1,338,703
Fee revenue Manor Expressway	179,820	393,149	218.63%	28,741
Total Operating Revenue	38,950,285	28,298,240	72.65%	22,500,260
Other Revenue				
Interest Income	180,000	131,811	73.23%	170,832
Grant Revenue	1,236,000	83,363,066	6745%	65,076,160
Reimbursed Expenditures	-	-	0.00%	34,774
Misc Revenue	92,500	3,187,761	3446%	217,776
Unrealized Loss	-	-	0.00%	42,708
Total Other Revenue	1,508,500	86,682,638	5746%	65,542,251
Total Revenue	\$ 40,458,785	\$ 114,980,879	284.19%	\$ 88,042,510
Expenses				
Salaries and Wages				
Salary Expense-Regular	2,185,005	1,658,451	75.90%	1,387,326
Part Time Salary Expense	12,000	-	0.00%	480
Overtime Salary Expense	3,000	-	0.00%	-
Contractual Employees Expense	5,000	-	0.00%	1,202
TCDRS	317,550	230,876	72.71%	187,672
FICA	102,241	68,430	66.93%	53,021
FICA MED	31,900	24,202	75.87%	20,141
Health Insurance Expense	193,060	150,336	77.87%	138,704

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

Account Name	Budget Amount FY 2014	Actual Year to Date 3/31/2014	Percent of Budget	Actual Prior Year to Date 3/31/2013
Life Insurance Expense	5,874	2,184	37.18%	3,433
Auto Allowance Expense	10,200	5,100	50.00%	-
Other Benefits	190,261	78,862	41.45%	63,606
Unemployment Taxes	12,960	194	1.50%	(16)
Salary Reserve	50,000	-	0.00%	-
Total Salaries and Wages	3,119,051	2,218,635	71.13%	1,855,569
Contractual Services				
<u>Professional Services</u>				
Accounting	12,000	8,212	68.44%	5,734
Auditing	65,000	51,480	79.20%	44,990
General Engineering Consultant	460,000	8,062	1.75%	123,715
GEC-Trust Indenture Support	75,000	48,910	65.21%	25,593
GEC-Financial Planning Support	50,000	48,301	96.60%	35,554
GEC-Toll Ops Support	5,000	879	17.59%	1,748
GEC-Roadway Ops Support	325,000	198,865	61.19%	128,766
GEC-Technology Support	50,000	98,749	197.50%	26,231
GEC-Public Information Support	10,000	461	4.61%	7,673
GEC-General Support	275,000	174,165	63.33%	171,411
General System Consultant	175,000	72,723	41.56%	6,028
Image Processing - 183A	1,140,000	824,980	72.37%	760,492
Image Processing - Manor	120,000	198,737	165.61%	-
Facility maintenance	-	5,827		9,749
HERO	1,629,000	791,049	48.56%	817,681
Special Projects	-	322,979		-
Human Resources	50,000	6,021	12.04%	11,196
Legal	250,000	124,481	49.79%	175,025
Photography	10,000	9,146	91.46%	-
Traffic and Revenue Consultant	5,000	36,068	721.35%	2,999
Communications and Marketing	-	-	0.00%	139,169
Total Professional Services	4,706,000	3,030,095	64.39%	2,493,753

Other Contractual Services

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

Account Name	Budget Amount FY 2014	Actual Year to Date 3/31/2014	Percent of Budget	Actual Prior Year to Date 3/31/2013
IT Services	63,000	27,185	43.15%	27,705
Graphic Design Services	40,000	15,394	38.48%	11,070
Website Maintenance	35,000	38,277	109.36%	2,929
Research Services	50,000	9,286	18.57%	3,154
Copy Machine	10,000	6,023	60.23%	4,931
Software Licenses	17,200	18,958	110.22%	8,467
ETC Maintenance Contract	1,291,625	839,585	65.00%	427,951
ETC Development	125,000	-	0.00%	-
ETC Testing	30,000	-	0.00%	-
Communications and Marketing	140,000	128,916	92.08%	204
Advertising Expense	60,000	33,802	56.34%	68,756
Direct Mail	5,000	75	1.50%	-
Video Production	20,000	6,704	33.52%	20,920
Radio	10,000	-	0.00%	-
Other Public Relations	2,500	-	0.00%	-
Law Enforcement	250,000	218,685	87.47%	115,281
Special assignments	5,000	-	0.00%	-
Traffic Management	-	-	0.00%	42,823
Emergency Maintenance	10,000	-	0.00%	-
Generator Maintenance	20,000	-	0.00%	-
Generator Fuel	9,000	1,573	17.48%	-
Fire and Burglar Alarm	3,660	123	3.37%	114
Elevator Maintenance	2,640	2,797	105.94%	-
Refuse	780	383	49.04%	-
Pest Control	1,536	3,028	197.14%	-
Custodial	4,440	1,110	25.00%	-
Roadway Maintenance - 183A	750,000	301,092	40.15%	98,118
Roadway Maintenance - 290	-	12,979		-
Landscape Maintenance	250,000	78,880	31.55%	92,450
Signal & Illumination Maint	-	30,740		46,743
Mowing and litter control	-	-	0.00%	40,806
Graffiti removal	-	-	0.00%	225
Cell Phones	10,000	8,906	89.06%	6,721
Local Telephone Service	25,000	11,618	46.47%	11,100
Internet	6,000	824	13.73%	-
Fiber Optic System	30,000	55,622	185.41%	27,651
Other Communication Expenses	1,000	656	65.59%	127

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

Account Name	Budget Amount FY 2014	Actual Year to Date 3/31/2014	Percent of Budget	Actual Prior Year to Date 3/31/2013
Subscriptions	1,850	1,197	64.68%	107
Memberships	34,600	28,888	83.49%	26,042
Continuing Education	7,300	596	8.16%	2,845
Professional Development	14,000	501	3.58%	-
Seminars and Conferences	32,000	23,057	72.05%	16,559
Staff-Travel	89,000	57,138	64.20%	55,201
Other Contractual Svcs	200	-	0.00%	-
Tag Collection Fees	2,013,000	1,197,015	59.46%	978,352
Court Enforcement Costs	15,000	3,875	25.83%	-
Contractual Contingencies	130,500	12,114	9.28%	649
Total Other Contractual Services	5,615,831	3,177,598	56.58%	2,138,000
Total Contractual Services	10,321,831	6,207,693	60.14%	4,631,753
Materials and Supplies				
Books & Publications	6,500	1,421	21.86%	4,504
Office Supplies	10,000	8,536	85.36%	2,239
Computer Supplies	12,500	7,846	62.77%	5,853
Copy Supplies	2,200	651	29.59%	745
Annual Report printing	7,000	-	0.00%	5,534
Other Reports-Printing	10,000	13	0.13%	3,408
Direct Mail Printing	5,000	-	0.00%	-
Office Supplies-Printed	2,500	840	33.59%	118
Maintenance Supplies	-	36	-	-
Maintenance Supplies-Roadway	9,175	-	0.00%	-
Promotional Items	10,000	2,214	22.14%	4,827
Displays	5,000	-	0.00%	-
ETC spare parts expense	30,000	2,545	8.48%	-
Tools & Equipment Expense	1,000	43	4.29%	-
Misc Materials & Supplies	3,000	1,122	37.39%	-
Total Materials and Supplies	113,875	25,266	22.19%	27,228
Operating Expenses				
Gasoline	5,500	2,280	41.45%	2,595
Mileage Reimbursement	6,750	3,666	54.31%	4,001

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2014	Actual Year to Date 3/31/2014	Percent of Budget	Actual Prior Year to Date 3/31/2013
Toll Tag Expense	2,700	224	8.29%	1,707
Parking	3,175	2,268	71.43%	29,886
Meeting Facilities	250	-	0.00%	-
Community Meeting/ Events	5,000	-	0.00%	-
Meeting Expense	17,300	3,691	21.34%	7,376
Public Notices	2,000	-	0.00%	-
Postage Expense	5,650	441	7.80%	286
Overnight Delivery Services	1,700	282	16.62%	249
Local Delivery Services	1,150	-	0.00%	12
Insurance Expense	90,000	73,984	82.20%	48,038
Repair & Maintenance-General	500	921	184.14%	658
Repair & Maintenance-Vehicles	500	832	166.32%	203
Repair & Maintenance Toll Equip	5,000	170	3.40%	400
Rent Expense	400,000	229,457	57.36%	146,913
Water	7,500	4,266	56.88%	5,093
Electricity	180,000	75,471	41.93%	49,560
Other Licenses	700	470	67.14%	729
Community Initiative Grants	65,000	50,000	76.92%	30,000
<u>Non Cash Operating Expenses</u>				
Amortization Expense	25,000	76,734	306.93%	230,751
Amort Expense - Refund Savings	-	770,895		-
Dep Exp- Furniture & Fixtures	14,000	-	0.00%	11,183
Dep Expense - Equipment	17,000	15,890	93.47%	12,586
Dep Expense - Autos & Trucks	7,000	5,174	73.91%	5,174
Dep Expense-Buildng & Toll Fac	100,000	132,836	132.84%	124,296
Dep Expense-Highways & Bridges	9,000,000	6,754,669	75.05%	4,839,979
Dep Expense-Communic Equip	175,000	147,086	84.05%	134,296
Dep Expense-Toll Equipment	986,000	1,159,857	117.63%	701,328
Dep Expense - Signs	175,000	182,076	104.04%	108,328
Dep Expense-Land Improvemts	160,000	391,791	244.87%	104,579
Depreciation Expense-Computers	11,000	19,420	176.55%	8,174
Total Operating Expenses	11,470,375	10,104,850	88.10%	6,608,379
Financing Expenses				
Arbitrage Rebate Calculation	6,000	6,630	110.50%	5,605

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

Account Name	Budget Amount FY 2014	Actual Year to Date 3/31/2014	Percent of Budget	Actual Prior Year to Date 3/31/2013
Loan Fee Expense	5,000	-	0.00%	-
Rating Agency Expense	50,000	37,000	74.00%	40,300
Trustee Fees	8,000	5,913	73.91%	2,000
Bank Fee Expense	8,000	4,105	51.31%	4,370
Continuing Disclosure	4,000	3,500	87.50%	-
Interest Expense	20,796,755	11,452,321	55.07%	16,426,192
Contingency	15,000	-	0.00%	-
<u>Non Cash Financing Expenses</u>				
Bond issuance expense	400,000	22,123	5.53%	348,148
Total Financing Expenses	21,292,755	11,531,592	54.16%	16,826,615
<u>Other Gains or Losses</u>				
Total Other Gains or Losses	-	-	0.00%	-
Total Expenses	\$ 46,317,887	\$ 30,088,036	64.96%	\$ 29,949,544
Net Income	\$ (5,859,102)	\$ 84,892,842		\$ 58,092,966

Central Texas Regional Mobility Authority
Statement of Cash Flows - FY 2014
as of March 31, 2014

Cash flows from operating activities:	
Receipts from Department of Transportation	\$ 107,764,717
Receipts from toll fees	29,469,241
Receipts from other fees	-
Receipts from interest income	529,307
Receipts from other sources	5,582,040
Payments to vendors	(7,498,179)
Payments to employees and benefits	(2,210,455)
Net cash flows used in operating activities	<u>133,636,672</u>
Cash flows from capital and related financing activities:	
Payments on interest	(36,165,638)
Payment on Bonds/Notes	(974,749)
Acquisitions of property and equipment	(183,794)
Acquisitions of construction in progress	(103,003,849)
Proceeds from Loans and Notes	2,050,000
Net cash flows used in capital and related financing activities	<u>(138,278,029)</u>
Cash flows from investing activities:	
Purchase of investments	(26,955,056)
Proceeds from sale or maturity of investments	69,398,281
Net cash flows provided by investing activities	<u>42,443,225</u>
Net increase in cash and cash equivalents	37,801,869
Cash and cash equivalents at beginning of July 2013	150,048,440
Cash and cash equivalents at end of March 2014	<u>\$ 187,850,308</u>
Reconciliation of change in net assets to net cash provided by operating activities:	
Change in net assets	\$ 84,892,842
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation and amortization	9,599,730
Nonoperating interest	11,774,285
Bond Issuance Expense	-
Changes in assets and liabilities:	
(Increase)/Decrease in accounts receivable	26,097,732
(Increase)/Decrease in prepaid expenses and other assets	426,363
(Increase)/Decrease in interest receivable	372,086
Increase/(Decrease) in deferred revenue (audit adjustments)	-
Increase/(Decrease) in other payable	1,082,759
Increase/(Decrease) in accounts payable	(609,125)
Total adjustments	<u>48,743,830</u>
Net cash flows provided by operating activities	<u>\$ 133,636,672</u>

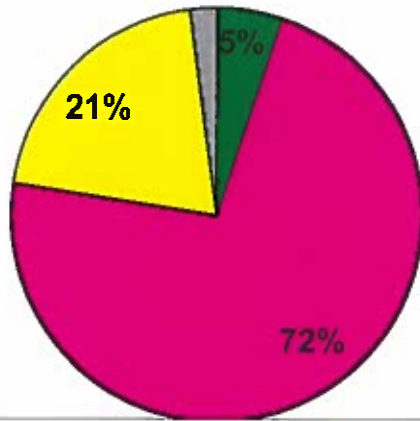
CTRMA INVESTMENT REPORT

	Month Ending 3/31/14					Rate Mar 14	
	Balance 3/1/2014	Additions	Discount Amortization	Accrued Interest	Withdrawals		Balance 3/31/2014
Amount In Trustee TexStar							
2011 Sub Lien Construction Fund	4,170,195.46			141.51		4,170,336.97	0.045%
2011 Senior Lien Construction Fund	119.66					119.66	0.045%
2010 Senior Lien Construction Fund	1.19					1.19	0.045%
2010-1 Sub Lien Projects	795,683.46			26.99	1,354.40	794,356.05	0.045%
General Fund	53.78					53.78	0.045%
Trustee Operating Fund	3,068,670.06	1,100,000.00		123.94	500,000.00	3,668,794.00	0.045%
Renewal and Replacement	61,319.55			2.10		61,321.65	0.045%
TxDOT Grant Fund	82,180.30			2.78		82,183.08	0.045%
Revenue Fund	1.00					1.00	0.045%
Senior Lien Debt Service Reserve Fund	589,929.70			20.01		589,949.71	0.045%
	8,768,154.16	1,100,000.00		317.33	501,354.40	9,367,117.09	
Amount in TexStar Operating Fund	59,798.11	3,350,000.00		94.60	500,000.00	2,909,892.91	0.045%
Regions Sweep Money Market Fund							
Operating Fund	0.00	1,100,000.00			1,100,000.00	0.00	0.100%
2010 Senior Lien Project Acct	125,793.90			9.65		125,803.55	0.100%
2010-1 Sub Lien Projects Fund	0.00	1,354.40			1,354.40	0.00	0.100%
2011 Sub Lien Project Acct	40,813,972.04			3,168.93	7,451,387.35	33,365,753.62	0.100%
2011 Senior Lien Project Acct	1,423.67	10,000,000.00		118,750.10	3,828,645.95	6,291,529.82	0.100%
2011 Sr Financial Assistance Fund	88.16	10,725,000.00		0.01	2,866,504.60	7,858,583.57	0.100%
2010 Senior DSF	597,799.62	298,591.67		35.22		896,426.51	0.100%
2011 Senior Lien Debt Service Acct	8,332,104.71	522,015.16		638.53		8,854,758.40	0.100%
2011 Sub Debt Service Fund	1.73	2,362,500.00				2,362,501.73	0.100%
2013 Senior Lien Debt Service Acct	1,796,792.89	897,412.50		105.87		2,694,311.26	0.100%
2013 Subordinate Debt Service Acct	1,060,148.87	529,475.00		62.47		1,589,686.34	0.100%
2011 Sr Cap I Fund	38,570.66			2.96		38,573.62	0.100%
2011 Sub Debt CAP I	450.98			0.03		451.01	0.100%
TxDOT Grant Fund	3,651,550.91			56.33		3,651,607.24	0.100%
Renewal and Replacement	600,053.26			46.03		600,099.29	0.100%
Revenue Fund	1,530,416.23	3,585,416.12		107.04	3,575,959.36	1,539,880.03	0.100%
General Fund	10,113,082.42	1,674,595.75		738.73	775,247.79	11,013,169.11	0.100%
2011 Sub Debt Service Reserve Fund	2,024,588.12			155.31		2,024,753.43	0.100%
Senior Lien Debt Service Reserve Fund	14,489,231.60			13,608.91		14,502,840.51	0.100%
2013 Sub Debt Service Reserve Fund	3,227,889.25			50,507.62		3,278,396.87	0.100%
MoPac Managed Lane Construction Fund	25,539,853.00	49,500,000.00		1,965.02	2,285,714.39	72,776,103.63	0.100%
	113,943,824.02	81,196,360.60	0.00	189,958.76	21,864,813.84	173,465,329.54	
Amount in Fed Agencies and Treasuries							
Amortized Principal	59,047,716.98		(40,551.26)		10,000,000.00	49,007,165.72	
Accrued Interest				25,928.34			
	59,047,716.98	0.00	(40,551.26)		10,000,000.00	49,007,165.72	
Certificates of Deposit	5,000,000.00					5,000,000.00	
Total In Pools	8,827,952.27	4,450,000.00		412.13	1,001,354.40	12,277,010.00	
Total In Money Market	113,943,824.02	81,196,360.60		189,958.76	21,864,813.84	173,465,329.54	
Total In Fed Agencies	59,047,716.98	0.00	(40,551.26)		10,000,000.00	49,007,165.72	
Total Invested	186,819,493.27	85,646,360.60	(40,551.26)	190,370.89	32,866,168.24	239,749,505.26	

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

William Chapman, CFO Cindy Demers, Controller

Allocation of Funds



- | | |
|-------------------------|-------------------------|
| ■ Total in Pools | ■ Total in Money Market |
| ■ Total in Fed Agencies | ■ Total in CD's |

Amount of Investments As of March 31, 2014

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
Federal Home Loan Bank	313378LX7	4,013,754.20	4,011,175.30	4,012,880.00	0.0267%	1/9/2014	4/30/2015	General
Federal Home Loan Bank	313378M57	1,004,065.22	1,003,347.83	1,003,520.00	0.0028%	1/9/2014	5/29/2015	General
Federal Home Loan Bank	3133XWKV0	Matured	Matured	Matured	0.3791%	3/30/2012	3/14/2014	2011 Sr Project
Freddie Mac	3137EADD8	1,004,940.00	1,002,140.67	1,003,200.00	0.2290%	12/3/2012	4/17/2015	TxDOT Grant Fund
Northside ISD	66702RAG7	1,057,700.00	1,021,156.67	1,024,230.00	0.3580%	12/5/2012	2/15/2015	TxDOT Grant Fund
Federal Home Loan Bank	313371KG0	1,019,000.00	1,016,409.09	1,016,280.00	0.3912%	1/9/2014	10/28/2015	TxDOT Grant Fund
Fannie Mae	3135G0QB2	1,001,990.00	1,001,718.64	2,706,858.00	0.0381%	1/9/2014	10/22/2015	TxDOT Grant Fund
Fannie Mae	3135G0QB2	1,703,383.00	1,702,921.68		0.0381%	1/9/2014	10/22/2015	TxDOT Grant Fund
Fannie Mae	3135G0BY8	8,081,952.00	8,022,132.10	8,026,480.00	0.2150%	2/8/2013	8/28/2014	Senior DSRF
Federal Home Loan Bank	313371W51	12,217,422.00	12,081,533.25	12,084,240.00	0.2646%	2/8/2013	12/12/2014	Senior DSRF
Federal Home Loan Bank	3134G4T57	7,995,920.00	7,996,260.00	8,003,760.00	0.4750%	1/28/2014	1/28/2016	Senior DSRF
Fannie Mae	3135G0VA8	5,003,500.00	5,003,230.77	5,003,350.00	0.0468%	1/23/2014	3/1/2016	Senior DSRF
Federal Home Loan Bank	31398A3T7	5,164,996.34	5,145,139.72	5,151,448.96	0.3660%	1/9/2014	9/21/2015	2013 Sub DSRF
			49,007,165.72	49,036,246.96				

Agency	CUSIP #	COST	Cumulative 3/31/2014			Interest Income March 31, 2014			
			Amortization	Book Value	Maturity Value	Accrued Interest	Amortization	Interest Earned	
Federal Home Loan Bank	313378LX7	4,013,754.20	2,578.90	4,011,175.30	4,000,000.00	2,650.00	(859.64)	1,790.36	
Federal Home Loan Bank	313378M57	1,004,065.22	717.39	1,003,347.83	1,000,000.00	570.00	(239.13)	330.87	
Federal Home Loan Bank	3133XWKV0	Matured	Matured	Matured	10,000,000.00	19,791.67	(16,187.50)	3,604.17	
Freddie Mac	3137EADD8	1,004,940.00	2,799.33	1,002,140.67	1,000,000.00	416.67	(164.67)	252.00	
Northside ISD	66702RAG7	1,057,700.00	36,543.33	1,021,156.67	1,000,000.00	2,500.00	(1,923.33)	576.67	
Federal Home Loan Bank	313371KG0	1,019,000.00	2,590.91	1,016,409.09	1,000,000.00	1,812.50	(863.64)	948.86	
Fannie Mae	3135G0QB2	1,001,990.00	271.36	1,001,718.64	1,000,000.00	625.00	(90.45)	534.55	
Fannie Mae	3135G0QB2	1,703,383.00	461.32	1,702,921.68	1,700,000.00	1,062.50	(153.77)	908.73	
Fannie Mae	3135G0BY8	8,081,952.00	59,819.90	8,022,132.10	8,000,000.00	5,833.33	(4,426.42)	1,406.91	
Federal Home Loan Bank	313371W51	12,217,422.00	135,888.75	12,081,533.25	12,000,000.00	12,500.00	(9,059.25)	3,440.75	
Federal Home Loan Bank	3134G4T57	7,995,920.00	340.00	7,996,260.00	8,000,000.00	3,000.00	170.00	3,170.00	
Fannie Mae	3135G0VA8	5,003,500.00	269.23	5,003,230.77	5,000,000.00	6,250.00	(134.62)	6,115.38	
Federal Home Loan Bank	31398A3T7	5,164,996.34	19,856.62	5,145,139.72	5,026,000.00	16,753.33	(6,618.87)	10,134.46	
			49,268,622.76	262,137.04	49,007,165.72	58,726,000.00	25,928.34	(40,551.29)	6,554.07

March 31, 2014 Certificates of Deposit Outstanding

Bank	CUSIP #	COST	Yield to Maturity	Purchased	Matures	March 31, 2014 Interest	FUND
Compass Bank	CD 02636	5,000,000	0.35%	2/5/2013	2/5/2015	\$ 1,458.33	2011 Sub DSRF
		<u>5,000,000</u>				<u>\$ 1,458.33</u>	

Travis County Escrow account					
Balance 3/1/2014	Additions	Accrued Interest	Withdrawals	Balance 3/31/2014	
\$ 1,534,433.13	\$ -	\$ 117.71	\$ 239,927.10	\$ 1,294,623.74	



Monthly Newsletter - March 2014

Performance

As of March 31, 2014

March Averages

Current Invested Balance	\$5,447,221,784.71	Average Invested Balance	\$5,587,768,965.54
Weighted Average Maturity (1)	49 Days	Average Monthly Yield, on a simple basis	0.0400%
Weighted Average Maturity (2)	65 Days	Average Weighted Average Maturity (1)*	51 Days
Net Asset Value	1.000059	Average Weighted Average Maturity (2)*	66 Days
Total Number of Participants	784		
Management Fee on Invested Balance	0.05%*		
Interest Distributed	\$426,760.19		
Management Fee Collected	\$237,258.48		
% of Portfolio Invested Beyond 1 Year	1.45%		
Standard & Poor's Current Rating	AAAm		

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

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

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

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

New Participants

We would like to welcome the following entity who joined the TexSTAR program in March:

★ City of Glen Rose

Holiday Reminder

In observance of Good Friday, **TexSTAR will be closed Friday, April 18, 2014.** All ACH transactions initiated on Thursday, April 17th will settle on Monday, April 21st. Notification of any early transaction deadlines on the business day preceding this holiday will be sent by email to the primary contact on file for all TexSTAR participants. Please plan accordingly for your liquidity needs.

Economic Commentary

Investors entered 2014 with the expectation that equity markets would continue to rally and bonds would sell-off, yet things turned out a bit different. While developed market equities posted positive returns, these were small compared to the fourth quarter 2013. Meanwhile, bonds outperformed equities and the U.S. Treasuries also strengthened. Concerns about an uneven U.S. economy, a slowdown in the emerging markets, and turmoil in Ukraine benefited U.S. Treasuries during most of the quarter, while emerging market equities and bonds suffered. The Federal Reserve's initiation of its gradual retreat from quantitative easing led to a "liquidity squeeze" in those emerging market countries with weaker current account balances that had relied on the influx of global liquidity over the last few years and a flight to quality in U.S. Treasuries. At the March FOMC meeting, the Committee reiterated that the fed funds rate will remain in the current 0 to 25bps range for a considerable time, but in the press conference, Chairwoman Yellen surprised markets when she mentioned that "considerable time" could mean "six months" after asset purchases end. In addition, the Federal Reserve participants' median projections of the fed funds rate were higher than the December 2013 meeting projections for 2015 and 2016. Investors immediately responded by selling U.S. Treasuries, especially shorter maturities.

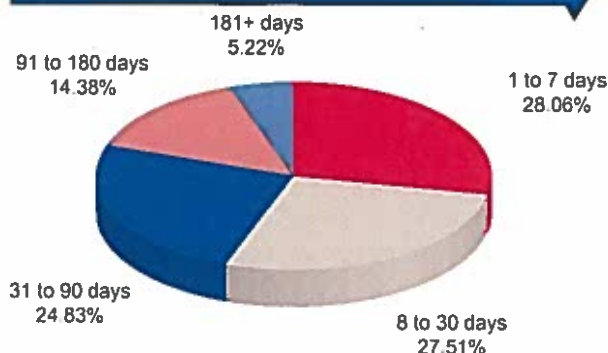
The global economy continues to recover, but not expand, with base case scenario still being sub-trend global growth through the remainder of the year. Economic recovery in the U.S. is broadening, excluding the weather impact, while Europe appears to be stabilizing. However, this optimism is offset by a generally deteriorating trade surplus in Japan and tighter credit conditions in China. Labor market slack in the U.S. remains sufficient to keep inflation at low levels. Inflation risks are to the downside, as deflation is still a very real threat in peripheral Europe, and Japan is exporting its deflation to the U.S. Central banks will remain accommodative until deleveraging is complete or inflation is evident.

This information is an excerpt from an economic report dated March 2014 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

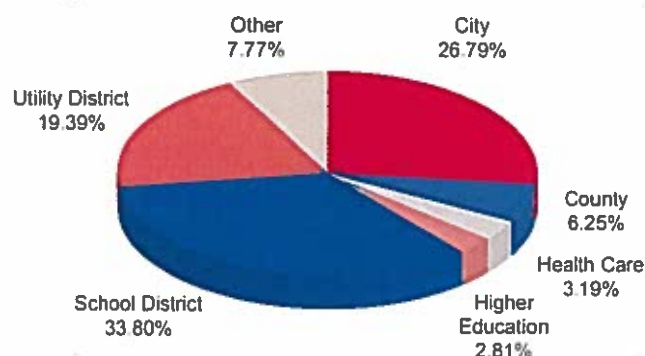
For more information about TexSTAR, please visit our web site at www.texstar.org.

Information at a Glance

Portfolio by Type of Investment As of March 31, 2014



Portfolio by Maturity As of March 31, 2014



Distribution of Participants by Type As of March 31, 2014

Historical Program Information

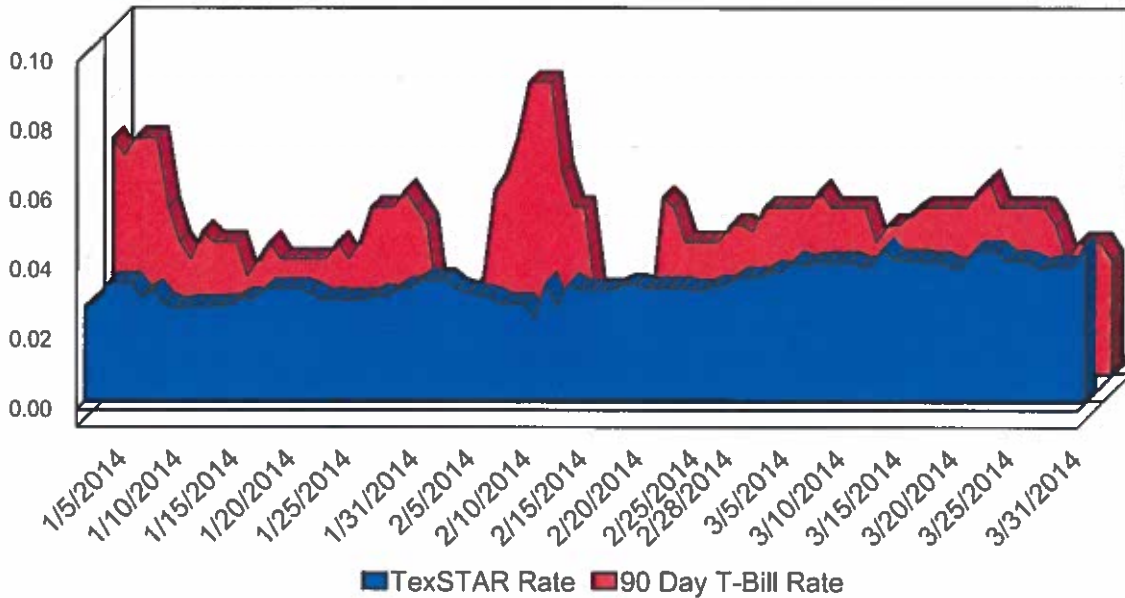
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Mar 14	0.0400%	\$5,447,221,784.71	\$5,447,546,676.56	1.000059	51	66	784
Feb 14	0.0318%	5,890,162,246.46	5,890,513,830.50	1.000066	49	65	783
Jan 14	0.0303%	5,518,659,649.58	5,518,895,897.21	1.000048	49	64	781
Dec 13	0.0357%	4,749,571,555.83	4,749,808,699.35	1.000050	52	65	781
Nov 13	0.0405%	4,358,778,907.03	4,358,933,052.64	1.000035	52	63	781
Oct 13	0.0434%	4,549,543,382.92	4,549,816,768.31	1.000060	52	63	781
Sep 13	0.0390%	4,545,216,845.55	4,545,590,808.40	1.000082	52	64	781
Aug 13	0.0474%	4,682,919,318.35	4,683,351,916.02	1.000091	52	59	777
Jul 13	0.0487%	4,833,856,137.70	4,834,318,370.27	1.000095	52	56	776
Jun 13	0.0614%	5,173,585,142.53	5,173,948,421.52	1.000070	54	58	775
May 13	0.0723%	5,474,920,318.32	5,475,469,836.81	1.000100	54	59	773
Apr 13	0.1038%	5,496,240,712.35	5,496,953,468.88	1.000129	51	57	773

Portfolio Asset Summary as of March 31, 2014

	Book Value	Market Value
Uninvested Balance	\$ (210.76)	\$ (210.76)
Accrual of Interest Income	2,330,729.87	2,330,729.87
Interest and Management Fees Payable	(529,662.01)	(529,662.01)
Payable for Investment Purchased	(55,005,555.00)	(55,005,555.00)
Repurchase Agreement	1,233,113,000.00	1,233,113,000.00
Government Securities	4,267,313,482.61	4,267,638,374.46
Total	\$ 5,447,221,784.71	\$ 5,447,546,676.56

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 2014

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
3/1/2014	0.0356%	0.000000975	\$5,890,162,246.46	1.000066	44	60
3/2/2014	0.0356%	0.000000975	\$5,890,162,246.46	1.000066	44	60
3/3/2014	0.0376%	0.000001030	\$5,628,872,486.03	1.000066	45	62
3/4/2014	0.0372%	0.000001020	\$5,648,164,262.60	1.000060	46	62
3/5/2014	0.0403%	0.000001104	\$5,629,385,290.86	1.000057	44	60
3/6/2014	0.0392%	0.000001073	\$5,671,399,530.32	1.000057	49	65
3/7/2014	0.0400%	0.000001095	\$5,568,571,894.09	1.000047	49	66
3/8/2014	0.0400%	0.000001095	\$5,568,571,894.09	1.000047	49	66
3/9/2014	0.0400%	0.000001095	\$5,568,571,894.09	1.000047	49	66
3/10/2014	0.0400%	0.000001095	\$5,530,876,476.20	1.000046	48	65
3/11/2014	0.0388%	0.000001062	\$5,539,755,658.67	1.000052	51	67
3/12/2014	0.0391%	0.000001071	\$5,512,075,307.92	1.000051	52	68
3/13/2014	0.0441%	0.000001208	\$5,539,989,889.85	1.000052	55	71
3/14/2014	0.0407%	0.000001114	\$5,638,072,986.86	1.000047	52	67
3/15/2014	0.0407%	0.000001114	\$5,638,072,986.86	1.000047	52	67
3/16/2014	0.0407%	0.000001114	\$5,638,072,986.86	1.000047	52	67
3/17/2014	0.0400%	0.000001097	\$5,654,242,986.09	1.000046	51	66
3/18/2014	0.0403%	0.000001103	\$5,603,963,532.88	1.000043	53	69
3/19/2014	0.0385%	0.000001054	\$5,634,928,898.54	1.000039	52	68
3/20/2014	0.0388%	0.000001062	\$5,655,607,375.29	1.000042	54	69
3/21/2014	0.0433%	0.000001185	\$5,579,011,724.61	1.000045	55	70
3/22/2014	0.0433%	0.000001185	\$5,579,011,724.61	1.000045	55	70
3/23/2014	0.0433%	0.000001185	\$5,579,011,724.61	1.000045	55	70
3/24/2014	0.0405%	0.000001109	\$5,520,160,036.60	1.000036	54	70
3/25/2014	0.0406%	0.000001112	\$5,544,219,452.89	1.000041	53	69
3/26/2014	0.0399%	0.000001093	\$5,485,635,601.05	1.000042	53	68
3/27/2014	0.0384%	0.000001053	\$5,498,305,332.40	1.000057	52	67
3/28/2014	0.0391%	0.000001070	\$5,446,246,573.03	1.000052	50	65
3/29/2014	0.0391%	0.000001070	\$5,446,246,573.03	1.000052	50	65
3/30/2014	0.0391%	0.000001070	\$5,446,246,573.03	1.000052	50	65
3/31/2014	0.0454%	0.000001243	\$5,447,221,784.71	1.000059	49	65
Average	0.0400%	0.000001095	\$5,587,768,965.54		51	66

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



TexSTAR Board Members

<i>William Chapman</i>	<i>Central Texas Regional Mobility Authority</i>	<i>Governing Board President</i>
<i>Nell Lange</i>	<i>City of Frisco</i>	<i>Governing Board Vice President</i>
<i>Kenneth Huewitt</i>	<i>Houston ISD</i>	<i>Governing Board Treasurer</i>
<i>Michael Bartolotta</i>	<i>First Southwest Company</i>	<i>Governing Board Secretary</i>
<i>Joni Freeman</i>	<i>JP Morgan Chase</i>	<i>Governing Board Asst. Sec./Treas.</i>
<i>Eric Cannon</i>	<i>Town of Addison</i>	<i>Advisory Board</i>
<i>Nicole Conley</i>	<i>Austin ISD</i>	<i>Advisory Board</i>
<i>Pamela Moon</i>	<i>City of Lubbock</i>	<i>Advisory Board</i>
<i>Monte Mercer</i>	<i>North Central TX Council of Government</i>	<i>Advisory Board</i>
<i>Oscar Cardenas</i>	<i>Northside ISD</i>	<i>Advisory Board</i>
<i>Stephen Fortenberry</i>	<i>Plano ISD</i>	<i>Advisory Board</i>
<i>Becky Brooks</i>	<i>Government Resource Associates, LLC</i>	<i>Advisory Board</i>

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

FirstSouthwest 

J.P.Morgan
Asset Management

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

RESOLUTION NO. 14-028

**APPROVING A NEW WORK AUTHORIZATION WITH TELVENT USA LLC
TO PROVIDE TOLL SYSTEM INSTALLATION SERVICES TO THE
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

WHEREAS, the Mobility Authority provides services to Cameron County Regional Mobility Authority ("CCRMA") through its Contract for Toll System Implementation effective April 27, 2005, with Telvent USA, LLC, formerly known as Caseta Technologies, Inc. (the "Telvent Contract") under an interlocal agreement between the Mobility Authority and CCRMA effective January 27, 2010 (the "ILA"); and

WHEREAS, CCRMA has notified the Mobility Authority that it desires assistance from the Mobility Authority under the ILA and the Telvent Contract for implementation of the toll system for the Direct Connector expansion project as part of its SH 550 toll road; and

WHEREAS, the Executive Director recommends approval of the proposed work authorization under the Telvent Contract attached and incorporated into this resolution as Exhibit 1.

NOW THEREFORE, BE IT RESOLVED that the proposed work authorization is approved; and

BE IT FURTHER RESOLVED that the Executive Director may finalize and execute on behalf of the Mobility Authority the proposed work authorization in the form or substantially the same form attached as Exhibit 1.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of April, 2014.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Willkerson
Chairman, Board of Directors
Resolution Number: 14-028
Date Passed: 04/30/2014

EXHIBIT 1 TO RESOLUTION 14-028

WORK AUTHORIZATION

[on the following 20 pages]

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

WORK AUTHORIZATION

WORK AUTHORIZATION NO. 11

**TOLL COLLECTION SYSTEMS IMPLEMENTATION-
CAMERON COUNTY RMA SH 550-DIRECT CONNECTOR TOLL PROJECT**

THIS WORK AUTHORIZATION No. 11 is made pursuant to the terms and conditions of Article 1 of the GENERAL PROVISIONS, Attachment A to the original Contract for Toll System Implementation, dated April 27, 2005 (the Contract) entered into by and between the Central Texas Regional Mobility Authority (the "Authority" or "CTRMA"), and Teivent USA, LLC, as the successor in interest to Caseta Technologies, Inc. (the "Contractor", also referred to as the "System Integrator" or "SI"), as amended February 26, 2010, and on May 2, 2011.

PART I. The Contractor will perform toll system implementation services described in Exhibit A attached hereto. The Contractor's duties and responsibilities to coordinate with the CCRMA's contracted designers and construction contractors is detailed in the Responsibility Matrix attached thereto as Exhibit C. The Attachments are attached hereto and made a part of this Work Authorization.

PART II. The maximum amount payable under this Work Authorization No. 11 is \$3,970,012. This amount is based generally upon the estimated fees set forth in Exhibit B, which is incorporated herein and made a part of this Work Authorization.

PART III. Payment to the Contractor for the services established under this Work Authorization No. 11 shall be made in accordance with Article 12 of the Contract, and Attachment A, Article 1 of the GENERAL PROVISIONS.

PART IV. This Work Authorization is effective _____, 2014 and shall terminate one year following System Acceptance unless extended by a supplemental Work Authorization as provided in Attachment A, Article 1 of the GENERAL PROVISIONS. The work shall be performed in accordance with the Project Schedule and Milestones as set forth in Exhibit D.

PART V. This Work Authorization No. 11 does not waive any of the parties' responsibilities and obligations provided under the Contract, and except as specifically modified by this Work Authorization No. 11, all such responsibilities and obligations remain in full force and effect.

IN WITNESS WHEREOF, this Work Authorization No. 11 is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE CONTRACTOR: Telvent USA, LLC

Signature	Date
Typed/Printed Name and Title	

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

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

Signature	Date
Typed/Printed Name and Title	

LIST OF ATTACHMENTS

- EXHIBIT A SCOPE OF WORK
- EXHIBIT B FEE PROPOSAL
- EXHIBIT C RESPONSIBILITY MATRIX
- EXHIBIT D SCHEDULE

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

TOLL COLLECTION SYSTEMS IMPLEMENTATION

CCRMA SH 550 – Direct Connector Toll Project

SCOPE OF WORK for Systems Integrator

A1.0 General

A1.01. Background

The Cameron County Regional Mobility Authority (CCRMA) approved the implementation of the proposed Toll Implementation Plan to construct additional capacity on various segments of highway network in the CCRMA Long-Range Plan as toll road facilities in conjunction with lanes for development of the SH550 tolling route. The toll road segments are in various stages of project development, design or construction by the Cameron County Regional Mobility Authority (CCRMA). It is intended that the proposed segment will be implemented by the CTRMA as part of the CCRMA Toll Road System. A tabulation of *Detailed Lane Configuration* for the Toll Collection System (TCS) as currently anticipated for the SH550 – Direct Connector Project (“the Project”) is included as part of this Exhibit A. The TCS for the Project will be all Electronic Toll Collection (ETC).

A1.02. Summary Scope of Work

The Scope of Work for this Work Authorization provides details for the procurement, installation, testing, and implementation of a complete and fully operational TCS for the Project, including all of the required communications and systems interfaces, and one (1) year of toll systems maintenance services. The Work includes the design and installation of a single bidirectional mainline tolling point (two lanes and one shoulder in each direction) and two single-lane ramps (with no shoulders). The Work also includes design, coordination, and project interface activities to facilitate the design and construction of the toll system infrastructure facilities by others on the Project. This Work Authorization also authorizes the Systems Integrator (SI) to establish and maintain relationships with a wide variety of third parties and to coordinate the designs for the proposed TCS with the Project to ensure that the construction of the toll system infrastructure facilities will be fully compatible and will meet the requirements for CCRMA’s TCS. In this role, the SI will work closely with CCRMA, CTRMA, TxDOT, and various designers and roadway contractors in developing the required TCS and network infrastructure.

A2.0 General Description – Toll Road Infrastructure and Site

A2.01. SH550 – Direct Connector

Proposed Facility: The improved corridor will include a four-lane Toll Road (Two Lanes and One Shoulder Lane in each direction). The Toll Lanes will be separated from the frontage roads by a grassed elevated median and physical barrier.

A3.0 General Description - Toll Collection System Elements

A3.01. General Requirements

The TCS for the Project, which is being designed and implemented as one of a series of separate work authorizations for the various segments of the proposed Toll Road System, generally will be fully compatible with the current SH550 Toll Road Project TCS including, Automatic Vehicle Identification (AVI), Automatic Vehicle Detection and Classification (AVDC), a Violation Enforcement System (VES) with an integrated camera and triggering system to capture referenced digital images of license plates, a Remote Online Management System (ROMS) and a Closed Circuit Television (CCTV) System for viewing of traffic and toll equipment cabinets. It is required that the System be interoperable with the other Texas ETC systems. The CCRMA contracts with the CTRMA for access to members of the Texas Statewide Interoperability Task force for CSC services for its customers.

The SI shall provide the systems, communications and bandwidth necessary for the toll transactions, images, CCTV video and system messages to be transferred and processed in a manner consistent with current toll system operations and processes.

A revised detailed tabulation of the elements of the TCS, indicating locations and basic components is attached as "*Detailed Lane Configurations*". The general locations and layouts for the toll facilities of the Project as currently proposed are indicated on the attached schematic diagram. This diagram is based on the latest information currently available and is intended for informational purposes only. The locations are subject to change, and it should be anticipated that refinements and adjustment to the locations and layouts indicated will be required as designs for the TCS are developed further.

A4.0 General Description and Requirements - ETC Systems

For all TCS field installations on the Project, the SI will be required to provide and install the toll equipment systems and hardware for a complete, tested, and operating TCS under this Work Authorization. The principle items of work and primary components of the TCS shall include, but are not limited to:

- Design, Furnish & Install roadside cabinet enclosures, with HVAC for appropriate environmental protection and climate controls for electronic equipment;
- Design, Furnish & Install Lightning Surge Suppression System & Components for the protection of the entire TCS, including microwave-based communications/antennas and service/feeder power;

- Design, Furnish and Install microwave-based communications between the Direct Connector tolling locations and the existing toll collection system;

Note: If microwave-based communications is not feasible between the Direct Connector tolling points and the existing 1847 tolling location, Telvent USA, LLC will work with CCRMA to design and establish a ground-based, fiber network design and implementation. Based on the design, required installation options and estimated costs, CCRMA shall decide if the work will be performed by Telvent USA, LLC or CCRMA. If CCRMA directs the work to be performed by Telvent USA, LLC and the cost cannot be covered within the approved project budget, CCRMA will request an appropriate cost increase to the Interlocal agreement. In either case, Telvent USA, LLC is not responsible for 3rd party communications provider (e.g., AT&T) installation or monthly service fees.
- Design, Furnish and Install Communication System Outside, Inside, and Network Components (i.e.: Cable, Terminations, Switches, routers and other network devices) to interconnect tolling equipment at individual Direct Connector tolling points;
- Design, Furnish and Install Communication System Outside, Inside, and Network Components (i.e.: Cable, Terminations, Switches, routers and other network devices) to interconnect the two Direct Connector ramp tolling locations;
- Design, Furnish & Install ETC Lane components, including Lane Controllers, AVI, AVDC, VES and ROMS systems and hardware;
- Design, Furnish & Install a CCTV systems and hardware capable of monitoring mainline traffic at the Direct Connector tolling point and all toll equipment cabinets including ramps;
- Design, Furnish & Install all ETC Lane Equipment wiring & cable, hardware, brackets, and fasteners required to attach the ETC and CCTV equipment to the gantries provided by the Contractor;
- Design, Furnish & Install ROMs monitoring for all ETC, UPS/power and CCTV;
- Design, Furnish & Install Uninterruptible Power Supply, including wiring & cable, hardware, and ROMs interface;
- Design, Furnish & Install Portable Generator Connections for manual power switchover capability;
- Design, Furnish and Provide Portable Generators capable of providing ample power to the Direct Connector tolling points and compatible with the existing SH550 Portable Generators, and
- Provide complete testing and acceptance of all systems for the complete, fully operational TCS, furnished and installed.

A5.0 Civil Work – Toll System Infrastructure Provide by SI

For all TCS field installations on the Project, the SI will be required to complete certain civil work and provide for the design and installation of certain civil elements. The principle civil items shall include, but are not limited to:

- Design of the following:
 - In-pavement conduit and roadside junction boxes at the toll points;
 - Concrete pads for the toll equipment cabinets and required stub-ups;
 - Conduit from toll equipment cabinets to the roadside junction boxes;
 - Conduit from the power poles to the toll equipment cabinets, and
 - Access Driveways to provide for maintenance vehicles to service toll equipment cabinets under live traffic;
- Coordinate with the Roadway Contractor(s) for the placement and installation of in-pavement conduit and connected roadside ground boxes. these elements to ensure that the construction is acceptable for the TCS as designed;
- Coordinate with CCRMA for the delivery of power to the tolling locations;
- Coordinate with CCRMA and the Roadway Contractor(s) regarding the precise locations for each of the gantry structures and to provide the Roadway Contractor(s) with detailed information for the installation of the TCS equipment at all locations, and
- Coordinate with CCRMA and the Roadway Contractor(s) regarding all TCS infrastructure provided or installed by a CCRMA contractor or the Roadway Contractor(s).

For the following items, CCRMA reserves the right to provide all or part of the Civil Work described. Should CCRMA choose to provide this Work, CTRMA agrees not to invoice CCRMA for these items. Should CCRMA choose to provide a portion of this work, CTRMA will only invoice CCRMA for the portion of the Work provided by CTRMA.

- Installation of conduit and cabling required to extend power from the power poles to the toll equipment cabinets;
- Installation of concrete pads for toll equipment cabinets, including required conduit stub-ups, and
- Installation of Access Driveways to provide for maintenance vehicles to be used in servicing toll equipment cabinets and gantries under live traffic.

A6.0 Civil Work – Toll System Infrastructure Provide by Others

CCRMA, through its roadway construction contract will provide for a minimum of 60 linear feet of jointed concrete pavement at the area designated for the toll collection facilities. The pavement will be reinforced with Glass Fiber Reinforced Polymer (GFRP) bars. Transverse joints and longitudinal joints will be placed at positions equal to lane widths and as shown on the CCRMA details.

A portion of the toll system infrastructure required for the TCS will be provided and installed by others. The principle items of work and primary components of the TCS infrastructure that will be provided and installed by others shall include:

- GFRP Bar Reinforced Pavement Section;
- Retaining Walls and Coping Details;
- Drainage Features;
- Civil Site Work, including Grading, Fencing and Drainage;
- The procurement, fabrication and installation of gantries for the TCS to be located on the Project will be by others, including foundations and gantry structures. NOTE: It is the responsibility of the SI to coordinate with the Roadway Contractor(s) for the placement and installation of these elements to ensure that the construction is acceptable for the TCS as designed;
- In-pavement conduit and connected roadside ground boxes. NOTE: It is the responsibility of the SI to coordinate with the Roadway Contractor(s) for the placement and installation of these elements to ensure that the construction is acceptable for the TCS as designed;
- Power will be provided by others and terminated in an area within 500 feet of toll equipment cabinets;
- Gantry lightning protection air, terminal, Down Conductors;
- Master Ground Bus Bar, and Ground Electrodes. Equipment connection to the Ground Electrode for the toll systems cabinet enclosure Master Ground Bus Bar will be provided by Others, and
- All signing, pavement markings, traffic barriers and other roadway appurtenances.

Except as may be expressly indicated, all toll infrastructure is the responsibility of the SI.

A7.0 Coordination and Project Interface

The work related to this Work Authorization generally will include, but not be limited to:

- Design input and providing detailed information including TCS component details, dimensions and layout configurations, and specific technical requirements for elements of the proposed TCS;
- Preparation of construction/installation guidelines for various components of CCRMA's TCS;
- Review of construction documents prepared by others, and
- Attendance and participation at coordination meetings as determined by project schedule and/or as requested by CCRMA

The SI is to participate in the process for coordination which will enable the contractors and designers on the Project to obtain specific, detailed information regarding the proposed TCS components in order to complete the design/construction of the appropriate toll facilities

infrastructure. The SI will be responsible for maintaining relationships with a wide variety of third parties, including designers, roadway contractors, and various suppliers. In this role, the SI will work closely with CCRMA in developing the required network.

TCS infrastructure facilities at the Direct Connector toll locations will be provided as indicated in *Section A5.0 and Section A6.0* hereof. The SI shall fully coordinate the designs for the TCS with others and provide the required details and technical requirements to ensure that the construction of the toll system infrastructure facilities will be fully compatible and meet the requirements for CCRMA's TCS. The SI is responsible for coordinating with others and for providing all necessary details, system requirements, and reviews of construction documents to ensure that the gantries are located and configured properly to accommodate the SI's own particular system components as required to meet CCRMA TCS performance and accuracy requirements.

A7.0 Work Authorization Toll Facilities Responsibility Matrix

The SI is responsible for design and coordination of the various aspects of the TCS as identified in the *ATTACHMENT C - Toll Facilities Responsibility Matrix*, and shall work with CCRMA, TxDOT, roadway designers and contractors, and others as described herein.

A8.0 Project Schedule

The Project Schedule shall be developed to incorporate the Milestone Dates established for this Work Authorization.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

TOLL COLLECTION SYSTEMS IMPLEMENTATION

CCRMA SH 550 – Direct Connector Toll Project

FEE PROPOSAL for Systems Integrator

B1.0 Fee Proposal

This attachment provides the Fee Proposal that Telvent has developed for the Project.

B1.01. Cost

The cost for specific services and equipment, and the cost of the toll system required to collect and process tolls on the Project, shall not, without prior written consent of CTRMA, exceed the cost provided within this attachment. In order to receive prior written consent Telvent shall provide to CTRMA both the requested increase amount and a written justification. Subsequently, CTRMA will request from CCRMA an authorization for an increase in cost to the Interlocal agreement. Until formal approval is received from CCRMA, Telvent shall be at risk for any work performed, expenses incurred or equipment purchased that result in the Project costs exceeding those provided within this attachment.

B1.02. CCRMA Civil Work Option

CCRMA reserves the right to provide all or part of the Civil Work. Should CCRMA choose to provide this Work, Telvent agrees not to invoice CTRMA for this work. Should CCRMA choose to provide a portion of this work, Telvent shall only invoice CTRMA for the portion of the Work provided by Telvent.

Toll Collection Systems Implementation
 Work Authorization No. 11
Attachment B

B1.03. Detailed Fee Proposal

CCRMA - Direct Connector Toll System Implementation Cost Estimate				
L/I	Description	Cost	QTY	Extended Cost
1	Toll System Implementation - Direct Connector - Mainline (4 Lanes)			
2	Equipment	\$ 229,826	4	\$ 919,304
3	Labor	\$ 278,647	4	\$ 1,114,588
4	Other Direct Costs	\$ -		
5	Install/Maint Misc (veh's, ins, fuel, maint, tools, cell's, etc)	\$ 9,477	4	\$ 37,908
6	Travel (air fare, milage, car rental, hotel, per-deim)	\$ 5,131	4	\$ 20,522
7	Installation SubK Support	\$ 16,476	4	\$ 65,902
8	Subtotal			\$ 2,158,223
9				
10	Toll System Implementation - Direct Connector - Ramps (2 Single Lanes)			
11	Equipment	\$ 306,435	2	\$ 612,869
12				
13	Labor	\$ 315,647	2	\$ 631,294
14	Other Direct Costs	\$ -		
15	Install/Maint Misc (veh's, ins, fuel, maint, tools, cell's, etc)	\$ 12,636	2	\$ 25,272
16	Travel (air fare, milage, car rental, hotel, per-deim)	\$ 6,841	2	\$ 13,681
17	Installation SubK Support	\$ 21,967	2	\$ 43,935
18	Subtotal			\$ 1,327,051
19				
20	General Project Costs			
21	Travel and Substinance			
22	Other Direct Costs			
23	Bonding/Insurance	\$ 45,391	1	\$ 45,391
24	Item 2			
25	Year 1 Maintenance (System Monitoring and Remote Support)			
26	Subtotal			\$ 45,391
27				
28				
29	Civil Work			
30	Mainline Civil Work			
31	Driveway	\$ 18,517	4	\$ 74,066
32	Pad	\$ 14,135	4	\$ 56,538
33	Conduit	\$ 8,685	4	\$ 34,741
34	Power	\$ 15,858	4	\$ 63,430
35				
36	Ramps Civil Work			
37	Driveway	\$ 35,664	2	\$ 71,329
38	Pad	\$ 23,274	2	\$ 46,548
39	Conduit	\$ 16,001	2	\$ 32,002
40	Power	\$ 30,346	2	\$ 60,692
41	Subtotal			\$ 439,347
42	Total			\$ 3,970,012

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
 TOLL COLLECTION SYSTEMS IMPLEMENTATION**

**Responsibility Matrix
 SH550 – Direct Connector Toll Project**

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	1		2		3	
	Design		Procure		Install and/or Construct	

Element/Task/Component/ Sub-system	CCRMA (TXDOIT)			CTRMA (TELAVENT USA, LLC)			Comments Other Responsibility/Information
	1	2	3	1	2	3	
TOLL COLLECTION FACILITIES							
Construction Schedule	A	A	A	C	C	C	
Toll System Implementation Schedule	B	B	B	A	A	A	
Gantry conduit, J boxes, wire ways and pull strings, and horizontal mounting brackets.	B	A	A	A	D	B	SI to provide locations and elevations for gantry mounted conduit, J boxes, wire ways and pull strings and horizontal mounting brackets on gantry for toll equipment mounting.
							Roadway Designer to incorporate into Physical Layout Design Packages.
Gantry down-arm mounting brackets	D	D	B	A	A	A	Roadway Contractor to Procure and Install. SI to design, procure and install all down-arms from the horizontal mounting brackets for the direct mounting of toll system equipment.

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
 TOLL COLLECTION SYSTEMS IMPLEMENTATION**

**Responsibility Matrix
 SH550 – Direct Connector Toll Project**

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	1	2	3
	Design	Procure	Install and/or Construct

Element/Task/Component/ Sub-system	CCRMA (TXDOT) CCRMA, Civil Designer and/or Roadway Contractor	CTRMA (TELVENT USA, LLC) System Integrator (SI)	Comments Other Responsibility/Information	
In pavement toll system conduit and junction box layouts.	A	B	Roadway Contractor to Support the installation within their schedule. SI to provide diagrams, locations relative to the ganneries and pavement requirements (e.g., location of expansion joints, type of rebar, depth of rebar, etc.) for in pavement toll system conduit and junction box layouts.	
Toll system in-pavement loops	B	A	Roadway Designer to incorporate into Physical Layout Design Packages. Roadway Contractor to Support the installation within their schedule. SI to design, procure and install all toll system in-pavement loops (performed after pouring and proper hardening of roadway concrete by the Roadway Contractor at the tolling points).	

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
 TOLL COLLECTION SYSTEMS IMPLEMENTATION**

**Responsibility Matrix
 SH550 – Direct Connector Toll Project**

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	1	2	3
	Design	Procure	Install and/or Construct

Element/Task/Component/ Sub-system	CCRMA (TXDOT) CCRMA, Civil Designer and/or Roadway Contractor	CTRMA (TELUMENT USA, LLC) System Integrator (SI)	Comments Other Responsibility/Information
Concrete pads with conduit stub-ups for roadside toll equipment enclosures.	B D	A A	Roadway Designer to incorporate into Physical Layout Design Packages. Roadway Contractor to Support the installation within their schedule. SI to design procure and install concrete pads with conduit stub-ups for roadside toll equipment enclosures.
Conduit from meter pole to main disconnect at toll equipment enclosures.	B	A A	Concept Drawings provided by Designer and then incorporated into Physical Layout Design Packages. Roadway Contractor to Support the installation SI to design procure and install conduit from power drop to toll equipment enclosures.

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
 TOLL COLLECTION SYSTEMS IMPLEMENTATION**

**Responsibility Matrix
 SH550 – Direct Connector Toll Project**

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	1		2		3	
	Design		Procure		Install and/or Construct	

Element/Task/Component/ Sub-system	GCRMA (TXDOT) GCRMA, Civil Designer and/or Roadway Contractor		GCRMA (ILLINOIS) USA, ILLG) System Integrator (SI)		Comments Other Responsibility/Information
	B	B	A	A	
Wiring from meter pole to main disconnect at toll equipment enclosures.	B	B	A	A	Concept Drawings provided by Designer and then incorporated into Physical Layout Design Packages. SI to design procure and install conduit from power drop to toll equipment enclosures.
Roadside toll equipment enclosures with HVAC and physical security.	B	D	B	A	Concept Drawings provided by Designer and then incorporated into Physical Layout Design Packages. SI to design, procure and install 332D roadside toll equipment enclosures with HVAC and physical security. Concept Drawings provided by Designer and then incorporated into Physical Layout Design Packages.

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
 TOLL COLLECTION SYSTEMS IMPLEMENTATION**

**Responsibility Matrix
 SH550 – Direct Connector Toll Project**

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	1		2		3	
	Design		Procure		Install and/or Construct	

Element/Task/Component/ Sub-system	CCRMA (TXDOT) CCRMA, Civil Designer and/or Roadway Contractor		CCRMA (TRILAVENT USA, LLC) System Integrator (SI)		Comments Other Responsibility/Information
Utilities	A	A	B	D	Roadway Contractor to Support the installation within their schedule. CCRMA or Roadway Contractor to furnish and install electrical service to meet specific electrical power requirements for the Toll System Roadway Contractor to provide necessary "clear zone" at or near ROW for installation of electrical service, including misc grading and drainage as required by service design and /or Utility.
Grading	A	A	D	D	Designer to provide grading requirements. Roadway Contractor to complete all required grading.
Drainage	A	A	D	C	Designer to provide grading requirements. Roadway Contractor to complete all required

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
 TOLL COLLECTION SYSTEMS IMPLEMENTATION**

**Responsibility Matrix
 SH550 – Direct Connector Toll Project**

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	1		2		3	
	Design		Procure		Install and/or Construct	

Element/Task/Component/ Sub-system	GERMA (TIXDOIT) GERMA, Civil Designer and/or Roadway Contractor		CTRMA (TELVENT USA, LLC) System Integrator (SI)		Comments Other Responsibility/Information
	A	A	B	D	
Striping	A	A	B	D	drainage work. Designer to incorporate into Striping Plan. Roadway Contractor to furnish and install
SI to design, procure and install all toll system components.	C	C	A	A	SI to design, procure and install all toll system components, including Lane Controllers, AVI, AVDC, VES, UPS, Communications, Portable Generators and manual power cutover capability for connection to portable generators.
CCTV/DVR System	C	C	A	A	SI to design, procure and the CCTV/DVR to assist in system audits, monitor traffic and monitor all toll system equipment enclosures.
Wireless Intra-Tolling Location Communication	D	D	A	A	SI to provide communications between the Direct Connector tolling points as required and between the Direct Connector tolling points and the existing toll system as required

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
 TOLL COLLECTION SYSTEMS IMPLEMENTATION**

**Responsibility Matrix
 SH550 – Direct Connector Toll Project**

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	1			2			3		
	Design			Procure			Install and/or Construct		

Fiber-based Intra-Tolling Location Communication (should wireless communications not be feasible)	A	A	A	B	C	C	C	C	via wireless microwave communications. Should wireless microwave communications not be feasible, CCRMA to procure and install communications between the Direct Connector tolling points and the existing system.
Toll equipment enclosure protective Fencing/Guardrail/Bollards	B	C	C	A	A	A	A	A	SI to support the design of this system. SI to provide requirements for specific equipment clearances for Toll Collection System, SI intends to have all equipment located in planned designed clear zones
Lightning Protection & Grounding for Gantry	A	A	A	B	A	D	D	D	Designer to provide Lighting Protection System for ETC Gantry. Roadway Contractor to furnish and install Lighting Protection System for Gantry.
Lightning Protection & Grounding for toll equipment enclosure, toll system and CCTV/DVR.	C	D	B	A	A	A	A	A	SI to furnish and install Lighting Protection System for 332D roadside enclosures. SI to furnish and install ETC System lighting surge suppression system, for feeder circuits, video, detector, microwave communication antennas/system, CCTV/DVR, data and

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
 TOLL COLLECTION SYSTEMS IMPLEMENTATION**

**Responsibility Matrix
 SH550 – Direct Connector Toll Project**

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	1	2	3
	Design	Procure	Install and/or Construct

control circuits.

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
 TOLL COLLECTION SYSTEMS IMPLEMENTATION**

**Responsibility Matrix
 SH550 – Direct Connector Toll Project**

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	1	2	3
	Design	Procure	Install and/or Construct

OTHER	A	D	A	A	B	B
FCC Licenses/Regulations as applies to AVI						SI to provide required documentation to permit the CCRMA to obtain the required licenses to use and or operate AVI equipment and components. CCRMA to provide exhibit documents for Application and FCC Schedule D & H Roadway Contractor to provide NAD83 Lat & Long, and Elevation Data
Material On Hand Storage, Insurance, and Transfer of Ownership	D	D	D	A	A	SI to be responsible for storage & control of all materials and equipment until installed on site, and storage.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

TOLL COLLECTION SYSTEMS IMPLEMENTATION

CCRMA SH 550 -- Direct Connector Toll Project

Schedule for Systems Integrator

D1.0 Schedule

Telvent USA, LLC shall, in coordination with CCRMA and the appropriate CCRMA contractors, develop and maintain a toll system implementation schedule. Unless otherwise approved by CCRMA, Telvent USA, LLC shall purchase and install equipment and complete all commissioning tests in order to meet an October 1, 2014 road opening and start of tolling date for the Project.

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

RESOLUTION NO. 14-029

**APPROVING AN AMENDMENT TO THE EXISTING WORK AUTHORIZATION
AND A NEW WORK AUTHORIZATION WITH TELVENT USA LLC TO PROVIDE
TOLL SYSTEM MAINTENANCE SERVICES TO THE
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

WHEREAS, the Mobility Authority provides services to Cameron County Regional Mobility Authority ("CCRMA") through its Maintenance Services Contract for Toll Collection System effective March 3, 2007, with Telvent USA, LLC, formerly known as Caseta Technologies, Inc. (the "Telvent Contract") under an interlocal agreement between the Mobility Authority and CCRMA effective February 22, 2012 (the "ILA"); and

WHEREAS, CCRMA has notified the Mobility Authority that it desires assistance from the Mobility Authority under the ILA and the Telvent Contract for continued maintenance of the CCRMA toll system based on revised maintenance requirements; and

WHEREAS, the Executive Director recommends approval of the two proposed work authorizations under the Telvent Contract attached and incorporated into this resolution as Exhibits 1 and 2, respectively.

NOW THEREFORE, BE IT RESOLVED that the proposed work authorizations are approved; and

BE IT FURTHER RESOLVED that the Executive Director may finalize and execute on behalf of the Mobility Authority the proposed amendment to the existing work authorization and proposed the new work authorization in the forms or substantially the same forms attached as Exhibits 1 and 2, respectively.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of April, 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: 14-029
Date Passed: 04/30/2014

EXHIBIT 1 TO RESOLUTION 14-029
AMENDMENT TO WORK AUTHORIZATION
[on the following page]

**FIRST AMENDMENT TO
WORK AUTHORIZATION NO. 1**

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

This First Amendment to Work Authorization No. 1 Maintenance Services Contract for Toll Collection System – Cameron County RMA SH 550 Toll Project between Central Texas Regional Mobility Authority (“CTRMA”) and Telvent USA Corporation (the “Contractor”) is made effective as of _____, 2014, and is for the purpose of amending Part IV of the Maintenance Services Contract for Toll Collection System – Cameron County RMA SH 550 Toll Project between CTRMA and Contractor effective April 27, 2011

Pursuant to a review of the Scope of Services and associated contract duration under Work Authorization No. 1, under the subject Contract, PART IV. is revised as follows:

The sentence is revised to read as follows:

“This Work Authorization is effective May 12, 2012 and shall terminate on May 31, 2013.”

By their signatures below, the parties of the Contract evidence their agreement to the Amendment No. 1 set forth above.

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

TELVENT USA CORPORATION

Mike Heiligenstein
Executive Director

EXHIBIT 2 TO RESOLUTION 14-029

NEW WORK AUTHORIZATION

[on the following 7 pages]

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

WORK AUTHORIZATION NO. 2

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

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

PART I. The Contractor will perform toll system maintenance services generally as described in **EXHIBIT A**, which is incorporated herein and made a part of this Work Authorization.

PART II. The maximum amount payable under this Work Authorization No. 2 is \$28,167 in Year 1 and \$58,024.02 in Year 2. This amount is based generally upon the estimated fees set forth in Schedule 1.1, as amended by **EXHIBIT B**, which is incorporated herein and made a part of this Work Authorization. Any adjustment in the cost of maintenance services is subject to the written approval of the CCRMA and the CTRMA.

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

PART IV. This Work Authorization is effective **June 1, 2013** and shall terminate on **May 31, 2015** unless extended by a supplemental Work Authorization as provided in Article 11 of the Contract.

PART V. This Work Authorization No. 2 does not waive any of the parties' responsibilities and obligations provided under the Contract, and except as specifically modified by this Work Authorization, all such responsibilities and obligations remain in full force and effect.

IN WITNESS WHEREOF, this Work Authorization No. 2 is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE CONTRACTOR: Telvent USA, LLC

Signature	Date
Typed/Printed Name and Title	

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

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

Signature	Date
Typed/Printed Name and Title	

LIST OF EXHIBITS

- | | |
|-----------|-------------------|
| EXHIBIT A | SCOPE OF SERVICES |
| EXHIBIT B | FEE SCHEDULE |

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
MAINTENANCE SERVICES CONTRACT
FOR TOLL COLLECTION SYSTEM**

WORK AUTHORIZATION NO. 2

SCOPE OF WORK

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

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

M1.0 General

Add the following

M1.04 Phasing of CCRMA SH550 Project

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

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

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

M2.0 Scope of Work Elements

Add the following:

M2.04. Maintenance Remote Support Services

Contractor's responsibilities shall include monitoring, corrective and emergency maintenance of the CCRMA Toll Collection System that is required to support the

EXHIBIT A

operations of the designated remote Tolling Locations as they receive Segment Acceptance.

The CCRMA will provide local maintenance personnel to perform related on-site tasks and assist as required with the maintenance of the toll systems. The Contractor shall monitor and respond to CCRMA toll systems alarms and tickets in a manner consistent with the support of the CTRMA toll systems. It is assumed that most alarms and automatically generated trouble tickets will be investigated and resolved remotely. However, local personnel will be available, at the direction of the Contractor, to assist with issues that require on-site support. Local maintenance personnel will have been trained by the Contractor to access spare parts, perform sub-component replacements, properly handle the return of defective equipment, properly administer inventory as required, etc. It is assumed that any required on-site maintenance support will be paid for by CCRMA on a time and material basis.

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

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

M3.0 Maintenance Plan

Add the following:

The Contractor shall create a Maintenance Plan that covers all aspects of the CCRMA Toll Collection System as segments receive acceptance and provide such Maintenance Plan to the CTRMA and CCRMA.

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

EXHIBIT A

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

M5.0 Staffing

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

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

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

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

M6.0 Personnel Training

Add the following:

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

M6.01. Staff Assignments

Add the following:

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

The CCRMA Maintenance Technicians responsible for the field repairs shall be trained for major module/PC board swap-out and to perform routine preventative maintenance.

[END OF SECTION]

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

**MAINTENANCE SERVICES CONTRACT
FOR TOLL COLLECTION SYSTEM**

WORK AUTHORIZATION NO. 2

SCHEDULE 1.1 PRICE SCHEDULE

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

3. Monthly Maintenance Remote Support Services

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

Basis of Payment

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

EXHIBIT B

CCRMA SH550 HW/SW Maintenance Support - Year 1 & 2 Year 1 - June 1, 2013 - May 31, 2014 Year 2 - June 1, 2014 - May 31, 2015			
	Remote Monitoring	Year 1 Monthly Recurring Cost Total	Year 2 Anticipated Monthly Recurring Cost (Increase)
FM 1847	\$ 2,347.25	\$ 2,347.25	\$ 2,417.67
Port Spur	\$ 2,347.25	\$ -	\$ 2,417.67
Monthly Subtotal		\$ 2,347.25	\$ 4,835.34
New Annual Total		\$ 28,167.00	\$ 58,024.02

Note: Year 1 Port Spur Maintenance is paid for under the Port Spur Toll System Implementation Agreement.

Any work resulting from software changes requested by CCRMA and on-site maintenance support (such as responding to outages and system problems), will be paid for by CCRMA on a time and material basis.

[END OF SECTION]

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

RESOLUTION NO. 14-030

**APPROVING AN AMENDMENT TO THE CONTRACT WITH W.P. ENGINEERING
CONSULTANTS, INC., FOR OPERATION OF THE HERO PROGRAM.**

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

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

WHEREAS, the Executive Director and W.P Engineering Consultants, Inc., have agreed to an amendment to the July 19, 2010, contract to continue the HERO Program, a copy of which is attached to this resolution as Exhibit 1, and the Executive Director recommends approval of the Proposed Amendment.

NOW THEREFORE, BE IT RESOLVED that the Board authorizes the Executive Director to finalize and execute the proposed contract amendment with W.P Engineering Consultants, Inc., in the form or substantially the same form as Exhibit 1.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of April, 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: 14-030
Date Passed: 4/30/2014

Exhibit 1 to Resolution No. 14-030

Proposed Contract Amendment

(on the following 2 pages)

**AMENDMENT NO. 5 TO
AGREEMENT FOR HIGHWAY EMERGENCY RESPONSE OPERATOR
PATROL SERVICES**

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AND
W.P. ENGINEERING CONSULTANTS, INC.**

This Amendment No. 5 to the "Agreement for Highway Emergency Response Operator ("HERO") Patrol Services" ("Amendment") by and between the Central Texas Regional Mobility Authority ("Mobility Authority") and W.P. Engineering Consultant ("Contractor") is entered into effective as of _____, 2014.

WHEREAS, the Mobility Authority and the Contractor entered into the agreement dated effective July 19, 2010 (the "Contract") and Amendment No. 3 dated effective August 31, 2012, wherein the Mobility Authority amended the maximum amount payable under the Contract to \$4,600,000;

WHEREAS, the Mobility Authority and the Contractor entered into the agreement dated effective July 19, 2010 (the "Contract") and Amendment No. 4 dated effective July 18, 2013, wherein the Mobility Authority extended the term of the Contract for all purposes until July 18, 2014;

WHEREAS, the Mobility Authority has obtained additional funding for the HERO program under that certain "Advanced Funding Agreement" between the Mobility Authority and the Texas Department of Transportation, effective August 9, 2012, and now can fund the HERO Program up to a maximum amount of \$6,460,000;

WHEREAS, the Mobility Authority and the Contractor desire to extend the amount to a maximum of \$6,460,000 available to the Authority as funding for the HERO Program; and

WHEREAS, the Mobility Authority and the Contractor desire to extend the term of the Contract for all purposes until February 28, 2016.

NOW, THEREFORE, the Mobility Authority and the Contractor agree to the following:

Section 2(A) of the Contract is hereby amended to read in its entirety as follows:

The maximum amount payable under this Agreement is \$6,460,000. In no event may the aggregate amount of compensation paid to Contractor pursuant to this Agreement exceed \$6,460,000; *provided however*, that to the extent Contractor performs services not otherwise included within the Services set forth in this Agreement and such services are performed pursuant to the written instruction or written direction of the Mobility Authority, such services will not be subject to the maximum amount payable hereunder.

This Agreement shall terminate on February 28, 2016, unless:

- i. before a termination date established under this section, an earlier termination date is provided by Mobility Authority in a written notice from the Authority to Contractor that no additional HERO program funding is available under that certain "Non-Construction Advance Funding Agreement for a Surface Transportation Program: Metropolitan Mobility" between the Mobility Authority and the Texas Department of Transportation, effective August 9, 2012; provided, however, that a termination date established under this subsection (A)(ii) shall be no earlier than 30 days after the date of the written notice to Contractor.

Except as specifically provided in this Amendment, all other terms and conditions of the Contract, as amended, are acknowledged and reaffirmed by the parties hereto and remain in effect without change. If a provision of this Amendment conflicts with a provision of the Contract, the provision of this Amendment shall control.

This Amendment is executed by the parties effective as of _____, 2014, for all purposes.

"Contractor"

"Mobility Authority"

W.P. Engineering Consultants, Inc.

Central Texas Regional Mobility Authority

By: _____
Wayne Freise, President

By: _____
Mike Heiligenstein, Executive Director

Date: _____

Date: _____

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

RESOLUTION NO. 14-031

**AUTHORIZING A PROCUREMENT FOR PROFESSIONAL ENGINEERING
DESIGN SERVICES FOR THE SH 45 SW PROJECT.**

WHEREAS, subject to the state EIS and all other required approvals and requirements, the Mobility Authority intends to design and construct a new four-lane state highway consisting of four tolled main lanes of controlled access roadway, with a possible shared-use path on one side, extending approximately 3.6 miles from MoPac to FM 1626 (the "SH 45 SW Project"): and

WHEREAS, professional engineering design services are necessary for the SH 45 SW Project; and

WHEREAS, the Executive Director recommends initiating a procurement process to solicit professional engineering design services for the SH 45 SW Project.

NOW THEREFORE, BE IT RESOLVED, that the Board authorizes the Executive Director to initiate and implement a procurement process for professional engineering design services for the SH 45 SW Project in accordance with Mobility Authority Procurement Policies.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of March, 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: 14-031
Date Passed: 3/26/14

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

RESOLUTION NO. 14-032

**EXERCISING THE OPTION OF THE MOBILITY AUTHORITY UNDER
STATE LAW TO DEVELOP, FINANCE, CONSTRUCT, AND OPERATE
THE STATE HIGHWAY 45 SOUTHWEST PROJECT**

WHEREAS, under Section 373.052, Transportation Code, the Central Texas Regional Mobility Authority (“Mobility Authority”) has the first option to develop, finance, construct, and operate any new toll project located in the territory of the Mobility Authority, including Travis County; and

WHEREAS, subject to the state EIS and all other required approvals and requirements, the Mobility Authority intends to design and construct a new four-lane state highway consisting of four tolled main lanes of controlled access roadway, with a possible shared-use path on one side, extending approximately 3.6 miles from MoPac to FM 1626 (the “SH 45 SW Project”); and

WHEREAS, the Mobility Authority supports the goal of improving mobility in the Central Texas region through development of the SH 45 SW Project; and

WHEREAS, the Executive Director recommends the Mobility Authority exercise its option under Section 373.052, Transportation Code, to develop, finance, construct, and operate the SH 45 SW Project.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors, as provided by the process and procedures of Chapter 373, Transportation Code, hereby exercises its option as a local toll project entity to develop, finance, construct, and operate the SH 45 SW Project; and

BE IT FURTHER RESOLVED, that the Executive Director is directed to communicate in writing the Mobility Authority’s exercise of this option to the Texas Department of Transportation.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of April, 2014.

Submitted and reviewed by:



Andrew Martin
General Counsel for the
Central Texas Regional Mobility Authority

Approved:



Ray A. Willerson
Chairman, Board of Directors
Resolution Number 14-032
Date Passed 04/30/2014

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

RESOLUTION NO. 14-033

**APPROVING AN AGREEMENT WITH THE CITY OF LEANDER RELATING TO
FINANCING AND CONSTRUCTION OF IMPROVEMENTS TO THE 183/183A
INTERSECTION.**

WHEREAS, by Resolution No. 11-139, dated December 7, 2011, the Board of Directors authorized the Executive Director to finalize and execute a Pass-Through Agreement for Payment of Pass-Through Tolls by the Department with the Texas Department of Transportation ("TxDOT") relating to Mobility Authority improvements to the intersection of the 183A Turnpike and US 183 (the "Project"), and that agreement was executed and became effective on January 19, 2012; and

WHEREAS, additional funding for the Project is available in the amount of a \$1,250,000 contribution by Crescent Leander LLC to the City of Leander, pursuant to that certain Crescent Leander Development and Reimbursement Agreement between those two parties; and

WHEREAS, the Executive Director recommends Board approval of a proposed interlocal agreement with the City of Leander to establish the process and timing of payment to the Mobility Authority of the contribution from Crescent Leander LLC and the City of Leander, a copy of which is attached as Exhibit 1 to this resolution.

NOW THEREFORE, BE IT RESOLVED that the proposed interlocal agreement with the City of Leander is hereby approved; and

BE IT FURTHER RESOLVED that the Executive Director may finalize and execute the proposed interlocal agreement in the form or substantially the same form as shown on Exhibit 1 on behalf of the Mobility Authority.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of April, 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: 14-033
Date Passed: 4/30/14

EXHIBIT 1 TO RESOLUTION 14-033
PROPOSED INTERLOCAL AGREEMENT

[on the following 4 pages]

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the “Agreement”) is effective as of May _____, 2014, and is between the **CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY** (the “Mobility Authority”) and the **CITY OF LEANDER** (the “City”), political subdivisions of the State of Texas (collectively, the “Parties”).

WITNESSETH:

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

WHEREAS, the City is a home rule city and municipal corporation; and

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

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

WHEREAS, the City has entered into a Development and Reimbursement Agreement (the “Development Agreement”) with Crescent Leander, TX, LLC (the “Developer”) and Reinvestment Zone Number One, City of Leander, Texas (the “Zone”) concerning the development of approximately 491 acres owned by the Developer and located in the vicinity of the intersection of 183A and U.S. Highway 183 (the “Developer’s Property”); and

WHEREAS, the Developer has agreed in the Development Agreement to pay \$1,500,000 towards the design and construction of the Project (\$250,000 of which is credited in the Development Agreement based on prior expenditures by Developer, leaving a \$1,250,000 contribution remaining to be paid by Developer); and

WHEREAS, the Parties have agreed that it would be to their mutual benefit for the Mobility Authority to design and construct the Project with the City paying a portion of the design and construction costs for the Project by paying to the Mobility Authority the remaining \$1,250,000 contribution from the Developer to the City pursuant to the Development Agreement.

NOW, THEREFORE, the Parties agree as follows:

- 1. Recitals.** The recitals set forth above are incorporated into this Agreement for all purposes and are found by the Parties to be true and correct. The Parties have further found and determined that each Party has authorized and approved the Agreement by resolution or order adopted by its respective governing body, and that this Agreement will be in full force and effect when approved by each Party.
- 2. 183A/183 Intersection Improvements.** The Project consists of improvements to the intersection of 183A and U.S. Highway 183 and to the initial entryway from 183A/183 into the Developer’s Property, including both northbound and southbound turn-arounds and traffic

signals on the northbound 183A frontage road and the southbound 183A frontage road, consistent with the definitions for “183A/183 Intersection” and “Initial Entryway” set forth in Sections 3.4(a) and 3.4(b), respectively, of the Development Agreement. The Mobility Authority agrees to manage the design, contract procurement, and construction of the Project through its staff and vendors under contract with the Mobility Authority.

3. Payment Obligation of the City. The City agrees to make a single payment of \$1,250,000 to the Mobility Authority as its sole contribution towards the total cost of developing and completing the Project (the “Project Costs”).

4. Timing of Payment. No later than 90 days before the date the Mobility Authority anticipates publishing its notice of bid solicitation for the construction contract for the Project (the “90 Day Notice”), the Mobility Authority shall provide written notice to the City that it anticipates publishing that notice of bid solicitation. No later than five business days after the 90 Day Notice is provided to the City, the City, through its City Engineer, shall provide to Developer the written notice required by Section 4.4(b) of the Development Agreement, notifying the Developer that the Developer’s remaining \$1,250,000 contribution is needed and due to be paid to the City no later than 60 days after the date of the City’s written notice to Developer. The City shall make its \$1,250,000 payment to the Mobility Authority no later than 75 days after the 90 Day Notice is provided to the City; provided that the City has received the \$1,250,000 payment from the Developer. The Mobility Authority has no obligation to publish its notice of bid solicitation for the construction contract for the Project until the City has paid the \$1,250,000 in funds required by this Agreement. If the Project is not completed by December 31, 2015, the Mobility Authority shall refund the \$1,250,000 payment to the City.

5. Funding Obligation of the Mobility Authority. The Mobility Authority will pay, from its own funds or from funds obtained from sources other than the City, all Project Costs incurred that exceed the \$1,250,000 payment from the City.

6. Term and Termination. Subject to the following, this Agreement shall be effective as of the date first written above and shall continue in force and effect until the first to occur of the following events: (a) the Project is completed; or (b) the Parties mutually agree to terminate this Agreement.

7. Notices. All notices, demands or other requests, and other communications required or permitted under this Agreement or which any Party may desire to give to the other Party shall be in writing and shall be deemed to be given on the date of receipt by the Party to whom the notice is either (i) hand-delivered, with written receipt of the notice provided by the receiving Party, or (ii) delivered by facsimile or electronic mail transmission (the latter of scanned documents in formats such as .pdf or .tif) for which a confirmation of receipt by the receiving Party has been obtained by the sending Party, at the respective addresses set forth below, or at such other address as a Party may from time to time designate by written notice to the other Party as herein required:

MOBILITY AUTHORITY: Mike Heiligenstein, Executive Director
Central Texas Regional Mobility Authority
3300 N. IH-35, Suite 300
Austin, TX 78705

(512) 966-9784 (facsimile)
Email address: mheiligenstein@ctrma.org

WITH COPY TO: Andrew Martin, General Counsel
Central Texas Regional Mobility Authority
3300 N. IH-35, Suite 300
Austin, TX 78705
(512) 225-7788 (facsimile)
Email address: amartin@ctrma.org

CITY: Kent Cagle, City Manager
City of Leander
200 West Willis Street
Leander, TX 78641
(512) 259-1605 (facsimile)
Email address: kcagle@leandertx.gov

WITH A COPY TO: Paige Saenz, City Attorney
City of Leander
223 W. Anderson, Suite A-105
Austin, TX 78752
(512) 323-5773 (facsimile)
Email address: paige@cityattorneytexas.com

8. Calculation of Days. Unless otherwise specified, each reference in this Agreement to a day or days refers to a calendar day; however, if the last day of any period described in this Agreement is a Saturday, Sunday, or legal holiday observed by either Party, the period is extended to include the next day that is not a Saturday, Sunday, or legal holiday observed by either Party.

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

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

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

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

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

14. Venue. The parties agree that all disputes that arise out of this Agreement are governed by the laws of the State of Texas and venue for all purposes herewith shall be in Williamson County, Texas.

15. Assignment. Except as otherwise provided in this Agreement, a party may not assign this Agreement or subcontract the performance of services without first obtaining the written consent of the other party.

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

The Parties are signing this agreement to be effective on the date stated in the introductory clause.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By: _____
Mike Heiligenstein, Executive Director

CITY OF LEANDER

By: _____
Kent Cagle, City Manager

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

RESOLUTION NO. 14-034

**AWARDING A CONSTRUCTION CONTRACT FOR THE MANOR EXPRESSWAY
MAINTENANCE YARD.**

WHEREAS, the Mobility Authority issued an invitation to bid on construction of the Manor Expressway maintenance yard on February 7, 2014, and one bid was received; and

WHEREAS, on March 26, 2014, the Board unanimously approved a motion to reject the bid received and re-advertise the project; and

WHEREAS, the Mobility Authority re-advertised for bids to construct the Manor Expressway maintenance yard on March 28, 2014, and three bids were received; ;and

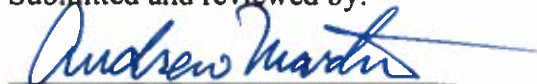
WHEREAS, after a review and analysis of the bids the Mobility Authority staff and the Executive Director recommend awarding a construction contract to the lowest responsive bidder, Forsythe Brothers Infrastructure, LLC.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby awards the construction contract for the Manor Expressway maintenance yard to Forsyth Borthers Infrastructure, LLC, for a total amount not to exceed \$486,476.50; and

BE IT FURTHER RESOLVED that the Board authorizes the Executive Director to finalize and execute the contract on the terms and conditions acceptable to the Executive Director and consistent with Mobility Authority Procurement Policies, the invitation to bid, the bid proposal package received from Forsyth Brothers Infrastructure, LLC, and this resolution.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of April, 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 14-034
Date Passed: 4/30/14

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

RESOLUTION NO. 14-035

**AUTHORIZING A PROCUREMENT FOR A CONTRACT TO
PERFORM MILLING AND OVERLAY WORK ON 183A.**

WHEREAS, there are areas in the asphalt on 183A that need to be milled and overlaid to prevent damage to the road; and

WHEREAS, the Executive Director recommends initiating a procurement process to solicit a contract to provide milling and overlay work on 183A.

NOW THEREFORE, BE IT RESOLVED, that the Executive Director is authorized and directed to procure a contract for milling and overlay work on 183A in accordance with Mobility Authority Procurement Policies.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of April, 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: 14-035
Date Passed: 4/30/14