



CENTRAL TEXAS
Regional Mobility Authority

Regular Meeting of the Board of Directors

9:30 a.m.
Wednesday, December 18, 2013

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

AGENDA

No action on the following:

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

Discuss, consider, and take appropriate action on the following:

3. Approve the minutes for the November 20, 2013, Regular Board Meeting.
4. Approve a work authorization with Atkins North America, Inc., to provide general engineering consultant services for development of the Bergstrom Expressway project.
5. Approve an amendment to the Policy Code relating to gateway monuments on Mobility Authority right-of-way.
6. Approve an amendment to the contract with Stantec Consulting Services, Inc., for traffic and revenue services.
7. Authorize the borrowing of funds from Regions Bank and execution and delivery of a First Amendment to Secured Loan Agreement and other financing documents in connection therewith; and enacting other provisions related thereto.
8. Approve the financial statements for November, 2013.

Briefing and discussion with no action proposed on the following:

9. Executive Director's report
 - A. Project Status Updates.
 - B. February 1, 2013, expiration of Board Member terms.
 - C. 2013 Board personal financial statements due no later than April 30, 2014.

Executive Session

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

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

10. Discuss legal issues related to claims by or against the Mobility Authority, pending or contemplated litigation and any related settlement offers; or other matters as authorized by §551.071 (Consultation With Attorney).
11. Discuss personnel matters as authorized by §551.074 (Personnel Matters), including evaluation of the performance of the Executive Director.

Reconvene in Open Session.

Discuss, consider, and take appropriate action on the following:

12. Approve an amended employment agreement with the executive director, including compensation and other contract terms.
13. Adjourn Meeting.

NOTES

Opportunity for Public Comment. At the beginning and at the end of the meeting, the Board provides a period of up to one hour for public comment on any matter subject to the Mobility Authority's jurisdiction. Each speaker is allowed a maximum of three minutes. A person who wishes to address the Board should sign the speaker registration sheet before the beginning of the public comment period. If a speaker's topic is not listed on this agenda, the Board may not deliberate the speaker's topic or question the speaker during the

open comment period, but may direct staff to investigate the matter or propose that an item be placed on a subsequent agenda for deliberation and possible action by the Board. The Board may not deliberate or act on an item that is not listed on this agenda.

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

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

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



CENTRAL TEXAS
Regional Mobility Authority

AGENDA ITEM #1 SUMMARY

Welcome, Opening Remarks and Board
Member Comments.

Welcome, Opening Remarks and Board Member Comments

Board Action Required: NO



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #2 SUMMARY

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

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

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

Board Action: NO



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #3 SUMMARY

Approve the minutes for the November 20,
2013 Regular Board Meeting.

Department: Law
Associated Costs: None
Funding Source: None
Board Action Required: YES (by Motion)

Description of Matter:

The Minutes for the November 20, 2013 Regular Board Meeting

Attached documentation for reference:

Draft Minutes for the November 20, 2013 Regular Board Meeting

Contact for further information:

Andrew Martin, General Counsel

MINUTES

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

Wednesday, November 20, 2013
9:30 A.M.

The meeting was held in the Mobility Authority's Lowell H. Lebermann, Jr., Board Room at 3300 N Interstate 35, #300, Austin, Texas 78705-1849. Notice of the meeting was posted November 15, 2013 at the respective County Courthouses of Williamson and Travis Counties; online on the website of the Secretary of State; online on the website of the Mobility Authority; and in the Mobility Authority's office lobby at 3300 N Interstate 35, #300, Austin, Texas 78705-1849.

1. Welcome and Opening Remarks by Chairman Ray Wilkerson.

Chairman Ray Wilkerson called the meeting to order at 9:30 a.m. and called the roll. Directors present at the time the meeting was called to order were Mr. Jim Mills, Mr. David Singleton, and Mr. Bob Bennett. Mr. Charles Heimsath joined the dais at 9:33 a.m. Ms. Nikelle Meade joined the dais at 9:35 a.m. Mr. David Armbrust joined the dais at 9:50 a.m.

2. Open Comment Period.

No public comments were offered during the Open Comment Period.

3. Approve the minutes for the October 30, 2013, Regular Meeting of the Board of Directors.

Chairman Ray Wilkerson presented for Board consideration the minutes for the October 2, 2013, Regular Board Meeting. Mr. David Singleton moved to approve the minutes as drafted, and Mr. Bob Bennett seconded the motion. The motion carried unanimously 4-0, and the minutes were approved as drafted.

4. Approve an amendment to the contract with Austin Traffic Signal Construction Company, L.P., relating to traffic signals and roadway illumination.

Mr. Wes Burford presented this item. The amendment is for the installation of an electronic signal at the intersection of Scottsdale Drive and the northbound 183A frontage road, and for potential future activities along the corridor.

Mr. David Singleton moved for approval, and Mr. Bob Bennett seconded the motion. The motion carried unanimously 5-0, and the resolution was approved as drafted.

5. Authorize procurement of a construction contract for the Manor Expressway maintenance facility.

Mr. Wes Burford presented this item. Staff requests Board approval to advertise, release bid documents, and receive bids, consistent with the Mobility Authority Procurement Policy, to construct the Manor Expressway maintenance facility and associated site improvements.

Mr. Jim Mills moved for approval, and Mr. David Singleton seconded the motion. The motion carried unanimously, 6-0, and the resolution was approved as drafted.

6. Authorize issuing a request for information or a request for qualifications to procure software to assist in managing regional traffic congestion as a result of construction activities on the MoPac Improvement Project.

Mr. Mike Heiligenstein presented this item. The Mobility Authority staff understands there are software packages that may be available and appropriate to address regional traffic congestion. Staff seeks approval to identify and explore the appropriateness of such programs for use in helping manage traffic congestion on MoPac and other traffic corridors in the region that results from construction activity during the MoPac Improvement Project. Staff seeks authorization to prepare and issue a request for information or request for qualifications, as appropriate, to solicit software vendors who may have a product that could provide a feasible and effective method to relieve traffic congestion, specifically as caused by construction on MoPac. After reviewing and analyzing any responses that are received, staff will report its findings to the Board and recommend appropriate next steps.

Mr. Bob Bennett moved for approval, and Mr. Charles Heimsath seconded the motion. The motion carried unanimously, 6-0, and the resolution was approved as drafted.

10. Presentation on regional demographic trends.

Due to the presenter's time constraints, Chairman Wilkerson took item 10 out of sequence.

Mr. Ryan Robinson, City of Austin Demographer provided a brief presentation on demographic trends throughout central Texas.

7. Authorize a boundary adjustment for the Manor Expressway maintenance facility tract consistent with an application for plat approval submitted to the City of Austin by JB 290 Ltd.

Mr. Wes Burford presented this item. Staff requests approval of a boundary adjustment to the approximate 10 acre tract to be used for the Manor Expressway Maintenance Facility, together with Board authorization for the Executive Director to execute the appropriate documents to implement the adjustment. The tract is surrounded on three sides by property owned by JB 290 Ltd. ("Owner"). The Owner has requested a common boundary adjustment with the Authority's tract at no cost to the Mobility Authority, consistent with the Owner's plat application to the City of Austin. The adjustment will slightly increase the size of our tract. All expenses related to the plat application and recording will be paid by the Owner.

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

8. Approve an amendment to the Policy Code relating to gateway monuments on Mobility Authority right-of-way.

This item was postponed until the December 18, 2013 Board Meeting.

9. Approve the financial statements for October, 2013.

Mr. Bill Chapman presented this item. There was nothing unusual to report on the financial statements.

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

Briefing and discussion on the following:

10. Monthly briefing on the MoPac Improvement Project.

Ms. Heather Reavey presented this item and provided the monthly update on the MoPac Improvement Project.

11. Executive Director's report.

Mr. Mike Heiligenstein presented this item and provided a brief update on the MAHA Loop Project in southeast Travis County.

Executive Session Pursuant to Government Code, Chapter 551

Chairman Wilkerson announced in open session at 10:35 a.m. that the Board would recess the open meeting and reconvene in Executive Session to deliberate the following items:

13. Discuss acquisition of one or more parcels or interests in real property needed for the Manor Expressway Project as authorized by §551.072 (Deliberation Regarding Real Property), and related legal issues as authorized by §551.071 (Consultation With Attorney).

14. Discuss legal issues related to claims by or against the Mobility Authority; pending or contemplated litigation and any related settlement offers; or other matters as authorized by §551.071 (Consultation With Attorney).

The Board reconvened in open meeting at 10:45 a.m., and Chairman Wilkerson announced that no action was taken in Executive Session.

15. Authorize negotiation and execution of a purchase contract, a settlement agreement, or both in a pending eminent domain proceeding to acquire the following described parcel or interest for the Manor Expressway Project:

A. Parcel 41 of the Manor Expressway Toll Project, a 0.505 acre tract in Travis County, as the west line of Johnny Morris Road, south of 290E, owned by C.L. Thomas, Inc.

Andrew Martin presented this item, with the staff recommending a purchase price of \$109,955.00 to acquire Parcel 41..

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

16. Adjourn Meeting.

Chairman Ray Wilkerson declared the meeting adjourned at 10:47 a.m. with unanimous consent.



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #7 SUMMARY

Authorize the borrowing of funds from Regions Bank and execution and delivery of a First Amendment to Secured Loan Agreement and other financing documents in connection therewith; and enacting other provisions related thereto.

Strategic Plan Relevance: Finance

Department: Finance

Associated Costs: Interest on loan varies based on draw schedule

Funding Source: FAA with TxDOT and General Fund

Board Action Required: Yes

Description of Matter: In 2011 the Mobility Authority entered into a \$5 million interim financing loan with Regions Bank. The Authority has been drawing down on this note to reimburse expenditures on various projects as well as paying down on the principal from proceeds received through the \$13.6 million multi-project Financial Assistance Agreement (FAA) with TxDOT. The expiration date defined in the original Region's loan agreement is December 15, 2013. The Bank and the Mobility Authority have negotiated an extension of the expiration date to November 15, 2015, a maximum principal amount of \$6.4 million and a reduction of the interest rate by 35 basis points.

Attached documentation for reference:

Draft Resolution

Draft Agreement

Contact for further information:

Bill Chapman, Chief Financial Officer

Cindy Demers, Controller

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

RESOLUTION 13-____

RESOLUTION AUTHORIZING THE BORROWING OF FUNDS
FROM REGIONS BANK AND THE EXECUTION AND DELIVERY
OF A FIRST AMENDMENT TO SECURED LOAN AGREEMENT
AND OTHER FINANCING DOCUMENTS IN CONNECTION
THEREWITH; AND ENACTING OTHER PROVISIONS RELATED
THERE TO

WHEREAS, pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act"), the Central Texas Regional Mobility Authority (the "Authority"), is authorized to: (i) study, evaluate, design, finance, acquire, construct, maintain, repair and operate transportation projects (as defined in the Act), individually or as a system (as defined in the Act); and (ii) issue bonds, certificates, notes or other obligations payable from revenues of a transportation project or system, including tolls, fees, fares or other charges, to pay all or part of the cost of a transportation project and to refund any bonds previously issued for a transportation project; and (iii) impose tolls, fees, fares or other charges for the use of each of its transportation projects and the different parts or sections of each of its transportation projects; and

WHEREAS, pursuant to Section 370.071 of the Act, the Authority is authorized to pay the expenses of studying the cost and feasibility of a transportation project, the design and engineering of a transportation project, and any other expenses relating to the preparation and issuance of bonds for a proposed transportation project by entering into a loan agreement and pledging to the payment of such loan agreement legally available revenue anticipated to be derived from the operation of transportation projects or revenue legally available to the Authority from another source or pledging to the loan agreement the proceeds from the sale of bonds; and

WHEREAS, the Board of Directors (the "Board") of the Authority has determined to proceed with the design and engineering of certain Transportation Projects, as defined below; and

WHEREAS, the Authority and Regions Bank (the "Bank") have heretofore entered into that certain Secured Loan Agreement dated as of December 15, 2011 (the "Loan Agreement"), pursuant to which the Authority may borrow monies, in installments from the Bank as requested by the Authority from time to time, in an aggregate principal amount not to exceed \$5,000,000, on the terms set forth therein, for the purpose of providing funds to pay all or a portion of the expenses of studying the cost and feasibility of certain transportation projects (as defined in the Loan Agreement, the "Transportation Projects") and the design and engineering of such Transportation Projects; and

WHEREAS, the loan (as defined in the Loan Agreement, the “Loan”), made pursuant to the Loan Agreement is a limited obligation of the Authority, payable solely from the “pledged revenues” (as defined in the Loan Agreement, the “Pledged Revenues”), and, at the Authority’s option, other revenue available to the Authority, all as provided in and in accordance with the terms of the Loan Agreement; and

WHEREAS, the Board desires to amend the Loan Agreement for the purpose of (i) extending the date by which the Authority may request loan installments thereunder, (ii) decreasing the interest rate at which interest is payable on the outstanding principal amount thereunder, and (iii) increasing the aggregate principal amount of loan installments that may be made thereunder to an amount equal to \$6.4 million, less the outstanding principal amount of the Loan as of the date hereof of approximately \$1.8 million; and

WHEREAS, the Board has been presented with a First Amendment to Secured Loan Agreement and Other Financing Documents, between the Authority and the Bank (the “First Amendment”), and an Amended and Restated Installment Promissory Note to be executed by the Authority (the “Note”), in each case, for the purpose of effecting the aforementioned amendments to the Loan Agreement; and

WHEREAS, the Board hereby reaffirms the pledge of the Pledged Revenues as security for the repayment of the Loan; and

WHEREAS, it is hereby found and determined that the meeting at which this Resolution is approved is open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Resolution, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY THAT:

Section 1. Findings. The findings and determinations contained in the preambles hereof are hereby incorporated herein for all purposes as if set forth herein in their entirety.

Section 2. Approval of Borrowing. The Board hereby authorizes the borrowing by the Authority in the amount set forth in the Loan Agreement, as amended by the First Amendment, in installments and from time to time, from the Bank for the purpose of providing funds for the Transportation Projects.

Section 3. Approval of the First Amendment. The form, terms and provisions of the First Amendment, in the substantially final form presented at this meeting, are hereby approved, with such changes as may be approved by the officer executing such First Amendment, such approval to be evidenced by the execution thereof. The Chairman and Vice Chairman of the Board and the Executive Director of the Authority

are hereby authorized, and each of them singly and individually, to execute the First Amendment and the Note on behalf of the Authority; the signature of such officer shall be attested by the Secretary/Treasurer of the Board.

Section 4. Pledge of Pledged Revenues. The Board hereby reaffirms the pledge of the Pledged Revenues to the payment of the Loan in accordance with the terms and provisions of the Loan Agreement, as amended by the First Amendment.

Section 5. Authority's Obligations Under Loan Agreement. The Authority's obligations under the Loan Agreement, as amended by the First Amendment, including its obligations to pay interest on and principal of the Loan, shall be as set forth in the Loan Agreement, as amended by the First Amendment.

Section 6. Appointment of Authorized Officers. The Board hereby appoints the Chairman, Vice Chairman and Secretary/Treasurer of the Board, and the Executive Director, the Chief Financial Officer and the Controller of the Authority, and each of them singly and individually, to act in the capacity of "Authorized Officer" under the Loan Agreement, as amended by the First Amendment, and to execute and deliver requests for loan installments and such other instruments, certificates and documents as may be required from time to time to be delivered under or in connection with the Loan Agreement, as amended by the First Amendment, and the Loan.

Section 7. Further Actions. The Authorized Officers and staff of the Authority, and its professional consultants, are hereby authorized and directed to take any and all actions and to execute and deliver any and all instruments and documents as may be necessary or desirable to carry out and effectuate the purposes of this Resolution and the Loan Agreement, as amended by the First Amendment.

Adopted, passed and approved by the Board of Directors of Central Texas Regional Mobility Authority on the 18th day of December, 2013.

Submitted and reviewed by:

Approved:

Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Ray A. Wilkerson
Chairman, Board of Directors
Resolution No. 13- _____

Date Passed: 12/18/2013

**FIRST AMENDMENT TO SECURED LOAN AGREEMENT AND
OTHER FINANCING DOCUMENTS**

THIS FIRST AMENDMENT TO SECURED LOAN AGREEMENT AND OTHER FINANCING DOCUMENTS (this “Amendment”) is dated and effective as of December ____, 2013, by and between the **CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**, a regional mobility authority and a political subdivision of the State of Texas (the “Authority”), and **REGIONS BANK**, an Alabama state banking corporation (the “Bank”).

RECITALS:

WHEREAS, the Authority has requested an increase in the Maximum Principal Amount, as such term is defined in the Secured Loan Agreement, dated as of December 15, 2011, by and between the Authority and the Bank (as hereby and from time to time amended, modified, supplemented, restated, or replaced, the “Loan Agreement”); and

WHEREAS, the Bank has agreed to such requested increase on the terms and conditions set forth herein; and

WHEREAS, the Authority and the Bank have agreed that certain terms of the Loan Agreement and other Financing Documents (as such term is defined in Section 3.2(a)(C) of the Loan Agreement) be therefore amended in the manner set forth herein to be effective as of the date hereof; and

NOW, THEREFORE, in consideration of the mutual covenants and the fulfillment of the conditions set forth herein, the parties hereby agree as follows:

1. **Definitions.** The term “Loan Agreement” as used herein, in the Loan Agreement, and in the other Financing Documents, shall mean the Loan Agreement as hereby amended and modified, and as further amended, modified, supplemented, restated, or replaced from time to time as permitted thereby. The Recitals set forth above are hereby incorporated by reference into this Amendment.
2. **Amendment to the Loan Agreement and Other Financing Documents.** Subject to the conditions hereof and upon satisfaction of the terms set forth herein, the Loan Agreement and other Financing Documents are hereby amended, effective as of the date hereof, as follows:
 - a. Section 2.1 of the Loan Agreement is amended to modify and restate the definition of “Expiration Date” set forth therein in its entirety as follows:

“Expiration Date” shall mean the first to occur of (i) November 15, 2015 or (ii) the occurrence of an Event of Default.
 - b. Section 2.1 of the Loan Agreement is amended to modify and restate the definition of “Interest Rate” set forth therein in its entirety as follows:

“Interest Rate” shall mean a rate equal to the one-month LIBOR rate, plus 2.50%, calculated on the basis of actual number of days elapsed in a 360-day year; provided, however, the Interest Rate shall never exceed the Highest Lawful Rate.

- c. Section 2.1 of the Loan Agreement is amended to modify and restate the definition of “Maximum Principal Amount” set forth therein in its entirety as follows:

“Maximum Principal Amount” shall mean \$6,400,000.

- d. Exhibit C to the Loan Agreement is deleted in its entirety and replaced with the form of Amended and Restated Installment Promissory Note attached hereto as Exhibit A.

Notwithstanding any other provision of this Amendment or the Loan Agreement to the contrary, the parties hereto agree that (i) for all purposes of the Loan Agreement (as amended by this Amendment) and the Amended and Restated Installment Promissory Note referenced herein, the aggregate amount of all Loan Installments as of the date hereof shall be deemed to be the Outstanding Principal Amount as of the date hereof (being \$1,799,820.00), and (ii) therefore, the aggregate amount of all draws eligible to be made by the Authority and the aggregate amount of all Loan Installments eligible to be made to the Authority by the Bank under the Loan Agreement (as amended by this Amendment), in each case, following the effective date hereof, is \$4,600,180.00 (being the Maximum Principal amount of \$6,400,000.00, less the Outstanding Principal Amount as of the date hereof of \$1,799,820.00).

3. Full Force and Effect of Loan Agreement. Except as hereby specifically amended, modified or supplemented, the Authority hereby acknowledges and agrees that the Loan Agreement is hereby confirmed and ratified in all respects and shall remain in full force and effect according to its terms.
4. Representations and Warranties of the Authority. The Authority hereby certifies that:
- a. The representations and warranties of the Authority contained in the Loan Agreement (as amended by this Amendment) are true and correct on and as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date;
 - b. This Amendment has been duly authorized, and when executed and delivered by the Authority will constitute the legal, valid and binding obligation of the Authority;
 - c. No Event of Default (as such term is defined in the Loan Agreement), nor any event which, upon the giving of notice or lapse of time or both may become an Event of Default, exists under the Loan Agreement; and
 - d. As of the date hereof, the Authority is in compliance with the covenants set forth in the Loan Agreement.

5. Confirmation of Security. The Authority hereby confirms, extends, and renews to the Bank the grants, charge, lien, pledge and security interest of the Bank in the Pledged Revenues as security for the Loan Payments and/or the Outstanding Principal Amount (as such terms are defined in the Loan Agreement). The Authority confirms that the grants, charge, lien, pledge and security interest of the Bank in the Pledged Revenues under the Loan Agreement are valid and enforceable against the Authority.
6. Conditions to Effectiveness. On or before the date set forth above:
 - a. the Bank shall have received two original counterparts of this Amendment executed by the Authority;
 - b. the Bank shall have received payment or evidence of payment of all reasonable fees and expenses owed by the Authority to the Bank in connection with the preparation, negotiation, execution and delivery of this Amendment, including, without limitation, the reasonable fees and expenses of Winstead PC, counsel to the Bank in connection with this Amendment, in an amount not to exceed \$7,500.00; and
 - c. the Bank shall have received such other documents, instruments and certificates as reasonably requested by the Bank, including, without limitation, one original Amended and Restated Installment Promissory Note, in the principal amount of \$6,400,000, executed by the Authority.

Effective as of the date hereof, the Bank shall cancel the original Installment Promissory Note in its possession and return same to the Authority within five (5) days thereafter.

7. Further Assurances. The Authority agrees that it shall, upon request of the Bank, duly execute and deliver, or cause to be duly executed and delivered, to the Bank such further instruments and do and cause to be done such further acts as may be necessary or proper in the reasonable opinion of the Bank to carry out the provisions and purposes of this Amendment.
8. No Claim, Cause of Action or Defense. The Authority acknowledges that, as of the effective date hereof, it has no actual knowledge of any facts, events, status or conditions presently existing which, either now or with the passage of time or the giving of notice or both, presently constitute or will constitute a basis for a claim or cause of action against the Bank in connection with the Loan Agreement or any defense to the payment of any of the obligations evidenced or to be evidenced by the Financing Documents.
9. Reference to and Effect on the Loan Agreement.
 - a. Upon the effectiveness hereof, each reference to the Loan Agreement in the Loan Agreement or other Financing Document shall mean and be a reference to the Loan Agreement as amended hereby.
 - b. Each of the Financing Documents is hereby amended and modified to the extent necessary to give full force and effect to the terms of this Amendment, and each of such

Financing Documents shall hereafter be construed and interpreted after giving full force and effect to the terms of this Amendment.

- c. Except as specifically amended above, the Loan Agreement shall remain in full force and effect and is hereby ratified and confirmed.
 - d. Other than as expressly set forth herein, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Bank, nor constitute a waiver of any provision of the Loan Agreement or any other documents, instruments or agreements executed and/or delivered in connection therewith.
10. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original (including facsimile and electronic copies), but all of which together shall constitute one and the same instrument. All parties agree that any executed facsimile (faxed) copy of this Amendment shall be deemed to be of the same force and effect as the original, manually executed Amendment.
 11. Governing Law. This Amendment shall in all respects be governed by, and construed in accordance with, the laws of the State of Texas, without regard to conflicts of laws principles.
 12. Enforceability. Should any one or more of the provisions of this Amendment be determined to be illegal or unenforceable as to one or more of the parties hereto, all other provisions nevertheless shall remain effective and binding on the parties hereto.
 13. No Novation. This Amendment is given as an amendment and modification of, and not as a payment or satisfaction of, the obligations of the Authority under the Financing Documents and is not intended to constitute a novation of the Financing Documents. Except as specifically amended above, all of the obligations of the Authority under the Financing Documents shall continue in full force and effect.
 14. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of each of the Authority and the Bank and their respective successors, assigns and legal representatives; provided, however, that the Authority may not, without the prior written consent of the Bank, assign any of its respective rights, powers, duties or obligations hereunder.
 15. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.
 16. Entire Agreement. This Amendment represents the final agreement between the parties relating to the transactions set out above and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

[Remainder of Page Intentionally Left Blank. Signature Pages Follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

**CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY**

By: _____

Name: _____

Title: _____

ATTEST:

Nikelle Meade, Secretary
Central Texas Regional Mobility Authority

REGIONS BANK

By: _____

Name: _____

Title: _____

Exhibit A

AMENDED AND RESTATED INSTALLMENT PROMISSORY NOTE
(this “Note”)

THIS NOTE IS A LIMITED OBLIGATION OF THE AUTHORITY, PAYABLE SOLELY FROM THE PLEDGED REVENUES UNDER AND AS DEFINED IN THE SECURED LOAN AGREEMENT, AS AMENDED, BETWEEN THE AUTHORITY AND THE BANK, AND IS NOT AN OBLIGATION OF THE STATE, ANY COUNTY OR ANY OTHER GOVERNMENTAL ENTITY AND IS NOT PAYABLE EXCEPT AS PROVIDED IN THE SECURED LOAN AGREEMENT, AS AMENDED.

Principal Amount: \$6,400,000

December __, 2013

FOR VALUE RECEIVED, THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (the “Authority”), does hereby promise to pay to the order of **REGIONS BANK** (the “Bank”), on or before December 15, 2015 in lawful money of the United States of America, the Principal Amount set forth above or the aggregate unpaid amount of all Loan Installments made hereunder, whichever is less. The Authority also will pay interest on the unpaid principal balance outstanding from time to time at a rate and at such times as set forth in the Secured Loan Agreement between the Authority and the Bank (as amended, the “Loan Agreement”), until the earlier of the maturity or prepayment hereof. The Authority may prepay the unpaid principal balance outstanding at any time in accordance with the terms of the Loan Agreement.

Notwithstanding any other provisions of this Note, interest payable on this Note, together with any other costs, consideration, or payments in the nature of and constituting interest under applicable law (whether denominated as interest or as any other type of payment hereunder or thereunder, respectively) shall not exceed, and shall automatically be reduced to, the maximum amount or rate of interest permitted by applicable law as from time to time in effect (the “Highest Lawful Rate”); and all such costs, consideration, and payments constituting interest shall be pro-rated, spread, and allocated, to the fullest extent permitted by applicable law, to such periods and loan amounts as will cause the money so paid or received to conform to and comply with applicable law and the Highest Lawful Rate.

All sums paid hereon shall be applied first to the satisfaction of interest, and then the balance to the unpaid principal amount of this Note.

THIS NOTE is referred to in the Loan Agreement as the “Note,” and is subject to all of the terms, conditions, and provisions thereof, including those respecting the prepayment and the acceleration of maturity hereof. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Loan Agreement.

THIS NOTE is a contract made under and shall be construed in accordance with and governed by the laws of the State of Texas, without regard to such state's conflicts of laws principles.

**CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY**

By: _____

Name: _____

Title: _____

SCHEDULE OF LOAN INSTALLMENTS

As of the date hereof, the aggregate amount of all Loan Installments outstanding is \$1,799,820.00.

<u>Officer Initials</u>	<u>Date of Loan Installment</u>	<u>Amount of Loan Installment</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Any failure by the Bank to make any entry on this Schedule shall not affect the obligation of the Authority to repay such Loan Installment together with interest as provided in the Loan Agreement.



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #8 SUMMARY

Accept the financial statements for November 2013.

Department: Finance

Associated Costs: None

Funding Source: None

Board Action Required: YES

Description of Matter:

Presentation and acceptance of the monthly financial statements for November 2013

Attached documentation for reference:

Draft Resolution

Draft Financial Statements for November 2013

Contact for further information: Bill Chapman, Chief Financial Officer

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

RESOLUTION NO. 13-___

ACCEPT THE FINANCIAL STATEMENTS FOR NOVEMBER 2013.

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 November 2013, 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 November 2013, attached as Attachments A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 18th day of December, 2013.

Submitted and reviewed by:

Approved:

Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 13-___
Date Passed: 12/18/2013

Attachment A

Financial Statements for November 2013

**Central Texas Regional Mobility Authority
Balance Sheet**

As of	November 30, 2013	November 3, 2012
Assets		
Current Assets		
Cash in Regions Operating Account	1,977,112	621,997
Cash In TexSTAR	59,793	74,505
Regions Payroll Account	34,086	12,908
Restricted cash/cash equivalents		
Fidelity Government MMA	126,515,444	53,338,155
Restricted Cash-TexStar	25,423,977	53,725,298
Overpayment accounts	41,270	35,987
Total Cash and Cash Equivalents	154,051,681	107,808,849
Accounts Receivable	3,701	107,147
Due From TTA	292,527	349,185
Due From NTTA	148,584	54,716
Due From HCTRA	297,995	86,211
Due From TxDOT	22,665,464	17,269,844
Due From Federal Government	0	772,444
Interest Receivable	189,206	584,335
Total Receivables	23,597,477	19,223,183
Short Term Investments		
Treasuries	0	4,549,017
Short Term Investments	57,255,797	151,088,667
Other Current Assets		
Prepaid Insurance	80,023	51,067
Total Current Assets	234,984,979	278,171,767
Construction Work In Process		
	359,968,629	292,254,512
Fixed Assets		
Computers(net)	98,226	26,868
Computer Software(net)	430,336	13,391
Furniture and Fixtures(net)	0	11,241
Equipment(net)	12,386	31,931
Autos and Trucks(net)	11,497	18,395
Buildings and Toll Facilities(net)	5,936,093	6,104,899
Highways and Bridges(net)	323,485,692	277,387,833
Communication Equipment(net)	686,403	871,934
Toll Equipment(net)	11,657,950	9,321,380
Signs(net)	8,727,873	6,016,206
Land Improvements(net)	7,108,466	3,345,956
Right of Way	46,642,851	24,800,630
Leasehold Improvements	181,015	52,839
Total Fixed Assets	404,978,789	328,003,505
Long Term Investments		
Other Assets		
Security Deposits	0	8,644
Intangible Assets	15,032,417	650
2005 Bond Insurance Costs	5,337,706	
Total Assets	1,020,302,521	931,413,475

Liabilities

Current Liabilities

Accounts Payable	23,291	404,347
Overpayments	42,663	37,005
Interest Payable	18,353,657	18,031,814
TCDRS Payable	55,385	50,238
Due to other Entities	672,412.99	12,183
Other	0	0
Total Current Liabilities	20,447,408	18,535,587

Long Term Liabilities

Accrued Vac & Sick Leave Paybl	189,089	189,089
Senior Lien Revenue Bonds 2005	0	172,628,655
Senior Lien Revenue Bonds 2010	106,078,495	102,757,589
Senior Lien Revenue Bonds 2011	307,554,895	306,858,228
Senior Refunding Bonds 2013	185,810,000	0
Sn Lien Rev Bnd Prem/Disc 2010	116,059	153,691
Sn Lien Rev Bnd Prem/Disc 2011	(3,659,715)	(3,815,091)
Sn Lien Rev Bnd Prem/Disc 2013	18,595,186	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	(1,944,177)	(2,042,159)
Sub Lien Bond 2013 Prem/Disc	4,082,022	
TIFIA note 2008	0	77,656,077
2011 Regions Draw Down Note	1,799,820	800,000
2013 American Bank Loan	5,300,000	
Total Long Term Liabilities	797,881,673	774,768,400
Total Liabilities	818,329,082	793,303,987

Net Assets Section

Contributed Capital	18,334,846	18,334,846
Net Assets beginning	153,684,260	86,019,147
Current Year Operations	29,954,335	33,755,496
Total Net Assets	183,638,594	119,774,642

Total Liabilities and Net Assets

1,020,302,521

931,413,475

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2014	Actual Year to Date 11/30/2013	Percent of Budget	Actual Prior Year to Date 11/30/2012
Revenue				
Operating Revenue				
Toll Revenue-TxTag-Manor	1,188,228	878,209	73.91%	-
Toll Revenue-TxTag-183A	29,507,860	9,618,214	32.60%	8,771,606
Toll Revenue-HCTRA-183A	884,163	529,349	59.87%	409,796
Toll Revenue-HCTRA Manor	173,689	126,847	73.03%	-
Toll Revenue-NTTA-183A	580,498	377,609	65.05%	262,175
Toll Revenue-NTTA-Manor	77,633	39,047	50.30%	-
Video Tolls 183A	4,243,980	2,315,764	54.57%	1,914,158
Video Tolls Manor Expressway	452,664	315,039	69.60%	-
Fee revenue 183A	1,661,750	893,794	53.79%	761,491
Fee revenue Manor Expressway	179,820	214,710	119.40%	-
Total Operating Revenue	38,950,285	15,308,582	39.30%	12,119,226
Other Revenue				
Interest Income	180,000	72,858	40.48%	107,720
Grant Revenue	1,236,000	31,078,010	2514%	37,154,278
Reimbursed Expenditures	-	-	0.00%	34,774
Misc Revenue	92,500	355,055	383.84%	209,380
Unrealized Loss	-	-	0.00%	42,708
Total Other Revenue	1,508,500	31,505,924	2089%	37,548,859
Total Revenue	\$ 40,458,785	\$ 46,814,506	115.71%	\$ 49,668,085

Expenses

Salaries and Wages

Salary Expense-Regular	2,185,005	891,910	40.82%	810,781
Part Time Salary Expense	12,000	-	0.00%	-
Overtime Salary Expense	3,000	-	0.00%	-
Contractual Employees Expense	5,000	-	0.00%	1,202
TCDRS	317,550	125,439	39.50%	114,038
FICA	102,241	29,691	29.04%	26,127
FICA MED	31,900	12,898	40.43%	11,699
Health Insurance Expense	193,060	71,388	36.98%	74,474
Life Insurance Expense	5,874	817	13.91%	4,059
Auto Allowance Expense	10,200	-	0.00%	-
Other Benefits	190,261	42,280	22.22%	40,793

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2014	Actual Year to Date 11/30/2013	Percent of Budget	Actual Prior Year to Date 11/30/2012
Unemployment Taxes	12,960	21	0.16%	-
Salary Reserve	50,000	-	0.00%	-
Total Salaries and Wages	3,119,051	1,174,444	37.65%	1,083,174
Contractual Services				
<u>Professional Services</u>				
Accounting	12,000	5,282	44.02%	2,748
Auditing	65,000	51,480	79.20%	44,990
General Engineering Consultant	460,000	800	0.17%	117,315
GEC-Trust Indenture Support	75,000	2,659	3.54%	-
GEC-Financial Planning Support	50,000	8,178	16.36%	7,488
GEC-Toll Ops Support	5,000	-	0.00%	-
GEC-Roadway Ops Support	325,000	70,306	21.63%	15,631
GEC-Technology Support	50,000	25,156	50.31%	-
GEC-Public Information Support	10,000	461	4.61%	278
GEC-General Support	275,000	44,033	16.01%	24,803
General System Consultant	175,000	21,090	12.05%	4,384
Image Processing - 183A	1,140,000	464,515	40.75%	369,552
Image Processing - Manor	120,000	114,140	95.12%	-
Facility maintenance	-	3,974		3,079
HERO	1,629,000	451,543	27.72%	395,815
Special Projects	-	56,854		-
Human Resources	50,000	5,439	10.88%	286
Legal	250,000	45,003	18.00%	35,377
Photography	10,000	-	0.00%	-
Traffic and Revenue Consultant	5,000	23,163	463.27%	-
Communications and Marketing	-	-	0.00%	59,023
Total Professional Services	4,706,000	1,394,075	29.62%	1,080,769
<u>Other Contractual Services</u>				
IT Services	63,000	14,731	23.38%	12,679
Graphic Design Services	40,000	-	0.00%	-
Website Maintenance	35,000	-	0.00%	2,929
Research Services	50,000	3,500	7.00%	3,149
Copy Machine	10,000	2,647	26.47%	1,924
Software Licenses	17,200	7,387	42.95%	7,387

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2014	Actual Year to Date 11/30/2013	Percent of Budget	Actual Prior Year to Date 11/30/2012
ETC Maintenance Contract	1,291,625	202,208	15.66%	137,773
ETC Development	125,000	-	0.00%	-
ETC Testing	30,000	-	0.00%	-
Communications and Marketing	140,000	100	0.07%	-
Advertising Expense	60,000	13,411	22.35%	14,260
Direct Mail	5,000	-	0.00%	-
Video Production	20,000	-	0.00%	20,920
Radio	10,000	-	0.00%	-
Other Public Relations	2,500	-	0.00%	-
Law Enforcement	250,000	136,377	54.55%	57,381
Special assignments	5,000	-	0.00%	-
Traffic Management	-	-	0.00%	14,417
Emergency Maintenance	10,000	-	0.00%	-
Generator Maintenance	20,000	-	0.00%	-
Generator Fuel	9,000	596	6.62%	-
Fire and Burglar Alarm	3,660	-	0.00%	114
Elevator Maintenance	2,640	-	0.00%	-
Refuse	780	128	16.35%	-
Pest Control	1,536	256	16.67%	-
Custodial	4,440	360	8.11%	-
Roadway Maintenance Contract	750,000	(63,636)	0.00%	35,088
Landscape Maintenance	250,000	60,711	24.28%	52,775
Signal & Illumination Maint	-	20,169		14,164
Mowing and litter control	-	-	0.00%	8,840
Graffiti removal	-	-	0.00%	225
Cell Phones	10,000	4,077	40.77%	3,045
Local Telephone Service	25,000	6,301	25.21%	5,898
Internet	6,000	-	0.00%	-
Fiber Optic System	30,000	29,589	98.63%	12,071
Other Communication Expenses	1,000	376	37.64%	102
Subscriptions	1,850	108	5.86%	53
Memberships	34,600	2,138	6.18%	3,774
Continuing Education	7,300	596	8.16%	1,935
Professional Development	14,000	501	3.58%	-
Seminars and Conferences	32,000	13,710	42.84%	11,909
Staff-Travel	89,000	41,232	46.33%	40,509
Other Contractual Svcs	200	-	0.00%	-
Tag Collection Fees	2,013,000	616,293	30.62%	464,692

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2014	Actual Year to Date 11/30/2013	Percent of Budget	Actual Prior Year to Date 11/30/2012
Court Enforcement Costs	15,000	-	0.00%	-
Contractual Contingencies	130,500	-	0.00%	649
Total Other Contractual Services	5,615,831	1,113,866	19.83%	928,661
Total Contractual Services	10,321,831	2,507,941	24.30%	2,009,429
Materials and Supplies				
Books & Publications	6,500	722	11.11%	3,225
Office Supplies	10,000	6,377	63.77%	1,018
Computer Supplies	12,500	4,919	39.35%	3,620
Copy Supplies	2,200	25	1.13%	539
Annual Report printing	7,000	-	0.00%	-
Other Reports-Printing	10,000	-	0.00%	2,901
Direct Mail Printing	5,000	-	0.00%	-
Office Supplies-Printed	2,500	484	19.38%	-
Maintenance Supplies-Roadway	9,175	-	0.00%	-
Promotional Items	10,000	370	3.70%	4,827
Displays	5,000	-	0.00%	-
ETC spare parts expense	30,000	-	0.00%	-
Tools & Equipment Expense	1,000	-	0.00%	-
Misc Materials & Supplies	3,000	1,122	37.39%	-
Total Materials and Supplies	113,875	14,019	12.31%	16,129
Operating Expenses				
Gasoline	5,500	1,394	25.35%	2,107
Mileage Reimbursement	6,750	1,468	21.75%	1,782
Toll Tag Expense	2,700	107	3.96%	1,374
Parking	3,175	1,437	45.26%	13,178
Meeting Facilities	250	-	0.00%	-
Community Meeting/ Events	5,000	-	0.00%	-
Meeting Expense	17,300	2,679	15.48%	3,351
Public Notices	2,000	-	0.00%	-
Postage Expense	5,650	260	4.60%	138
Overnight Delivery Services	1,700	78	4.59%	115
Local Delivery Services	1,150	-	0.00%	12
Insurance Expense	90,000	38,366	42.63%	25,994
Repair & Maintenance-General	500	-	0.00%	403
Repair & Maintenance-Vehicles	500	752	150.33%	109

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2014	Actual Year to Date 11/30/2013	Percent of Budget	Actual Prior Year to Date 11/30/2012
Repair & Maintenance Toll Equip	5,000	170	3.40%	400
Rent Expense	400,000	128,072	32.02%	89,350
Water	7,500	2,176	29.01%	3,151
Electricity	180,000	41,283	22.93%	27,425
Other Licenses	700	470	67.14%	494
Community Initiative Grants	65,000	50,000	76.92%	30,000
<u>Non Cash Operating Expenses</u>				
Amortization Expense	25,000	38,440	153.76%	158,549
Amort Expense - Refund Savings	-	428,275		-
Dep Exp- Furniture & Fixtures	14,000	-	0.00%	669
Dep Expense - Equipment	17,000	8,748	51.46%	7,037
Dep Expense - Autos & Trucks	7,000	2,874	41.06%	2,874
Dep Expense-Buildng & Toll Fac	100,000	73,798	73.80%	73,566
Dep Expense-Highways & Bridges	9,000,000	3,752,594	41.70%	2,516,135
Dep Expense-Communic Equip	175,000	81,715	46.69%	79,509
Dep Expense-Toll Equipment	986,000	644,365	65.35%	318,345
Dep Expense - Signs	175,000	101,153	57.80%	60,290
Dep Expense-Land Improvemts	160,000	205,403	128.38%	46,417
Depreciation Expense-Computers	11,000	9,556	86.87%	4,781
Total Operating Expenses	11,470,375	5,615,632	48.96%	3,467,552
<u>Financing Expenses</u>				
Arbitrage Rebate Calculation	6,000	6,630	110.50%	5,605
Loan Fee Expense	5,000	-	0.00%	-
Rating Agency Expense	50,000	6,000	12.00%	11,000
Trustee Fees	8,000	2,688	33.59%	-
Bank Fee Expense	8,000	2,343	29.29%	2,510
Continuing Disclosure	4,000	-	0.00%	-
Interest Expense	20,796,755	7,512,499	36.12%	9,135,787
Contingency	15,000	-	0.00%	-
<u>Non Cash Financing Expenses</u>				
Bond issuance expense	400,000	17,975	4.49%	181,404
Total Financing Expenses	21,292,755	7,548,134	35.45%	9,336,306
Total Expenses	\$ 46,317,887	\$ 16,860,171	36.40%	\$ 15,912,590
Net Income	\$ (5,859,102)	\$ 29,954,335		\$ 33,755,496

INVESTMENTS by FUND

		Balance	
		November 30, 2013	
Renewal & Replacement Fund			
TexSTAR	661,296.87		TexSTAR 25,483,770.62
Regions Sweep	0.66		CD's 8,000,000.00
Agencies		661,297.53	Regions Sweep 126,515,443.61
			Agencies 49,255,797.36
TxDOT Grant Fund			
TexSTAR	3,182,082.08		
Regions Sweep	1,250,431.37		
CD's	3,000,000.00		
Agencies	2,031,649.33	9,464,162.78	
			\$ 209,255,011.59
Senior Debt Service Reserve Fund			
TexSTAR	13,596,487.43		
Regions Sweep	9,366,431.82		
Agencies	25,157,108.03	48,120,027.28	
2010 Senior Lien DSF			
Regions Sweep	1,434,923.42		
TexSTAR	0.00	1,434,923.42	
2011 Debt Service Acct			
Regions Sweep	0.33	0.33	
2013 Sr Debt Service Acct			
Regions Sweep	4,520,531.02	4,520,531.02	
2013 Sub Debt Serrvice Account			
Regions Sweep	2,367,839.29	2,367,839.29	
2011 Sub Debt DSRF			
Regions Sweep	2,024,001.95		
CD's	5,000,000.00	7,024,001.95	
Operating Fund			
TexSTAR	59,793.33		
TexSTAR-Trustee	3,018,455.55		
Regions Sweep	0.00	3,078,248.88	
Revenue Fund			
TexSTAR	1.00		
Regions Sweep	1,158,715.93	1,158,716.93	
General Fund			
TexSTAR	53.78		
Regions Sweep	14,903,060.20	14,903,113.98	
2011 Sr Capitalized Interest Fund			
Regions Sweep	8,983,780.88		
Agencies	0.00	8,983,780.88	
2011 Sub Capitalized Interest Fund			
Regions Sweep	2,362,585.18		
Agencies	0.00	2,362,585.18	
2013 Sub Debt Service Reserve Fund			
Regions Sweep	8,420,888.60	8,420,888.60	
MoPac Construction Fund			
Regions Sweep	28,239,919.98	28,239,919.98	
2010-1 Sub Lien Projects Fund			
TexSTAR	795,619.51		
Regions Sweep	0.00	795,619.51	
2010 Senior Lien Construction Fund			
TexSTAR	1.19		
Regions Sweep	125,756.18	125,757.37	
2011 Sub Debt Project fund			
TexSTAR	4,169,860.22		
Agencies			
Regions Sweep	41,356,576.80	45,526,437.02	
2011 Sr Financial Assistance Fund			
Regions Sweep	0.00	0.00	
2011 Senior Lien Project Fund			
TexSTAR	119.66		
Regions Sweep	0.00		
Agencies	22,067,040.00	22,067,159.66	
		<u>\$ 209,255,011.59</u>	

CTRMA INVESTMENT REPORT

Month Ending 11/30/13						Rate
Balance 11/1/2013	Additions	Discount Amortization	Accrued Interest	Withdrawals	Balance 11/30/2013	Nov 13
Amount in Trustee TexStar						
2011 Sub Lien Construction Fund			138.97		4,169,860.22	0.038%
2011 Senior Lien Construction Fund					119.66	0.038%
2010 Senior Lien Construction Fund					1.19	0.038%
2010-1 Sub Lien Projects			26.58	1,786.33	795,619.51	0.038%
General Fund					53.78	0.038%
Trustee Operating Fund	1,100,000.00		92.67	300,000.00	3,018,455.55	0.038%
Renewal and Replacement			22.05		661,296.87	0.038%
TxDOT Grant Fund			106.03		3,182,082.08	0.038%
Revenue Fund					1.00	0.038%
Senior Lien Debt Service Reserve Fund			453.10		13,596,487.43	0.038%
24,624,924.22	1,100,000.00		839.40	301,786.33	25,423,977.29	
Amount in TexStar Operating Fund						
59,790.98	300,000.00		2.35	300,000.00	59,793.33	0.038%

CTRMA INVESTMENT REPORT

Month Ending 11/30/13						
Balance 11/1/2013	Additions	Discount Amortization	Accrued Interest	Withdrawals	Balance 11/30/2013	Rate Nov 13
Regions Sweep Money Market Fund						
Operating Fund	0.00	1,100,000.00			0.00	0.150%
2010 Senior Lien Project Acct	133,380.73		17.37	7,641.92	125,756.18	0.150%
2011 Sub Lien Project Acct	43,963,682.49		5,600.85	2,612,706.54	41,356,576.80	0.150%
2011 Senior Lien Project Acct	7,991,181.70	2,612,706.54	2,228.55	10,606,116.79	0.00	0.150%
2011 Sr Financial Assistance Fund	0.00			0.00	0.00	0.150%
2010 Senior DSF	1,147,868.69	286,925.00	129.73		1,434,923.42	0.150%
2011 Senior Lien Debt Service Acct	0.33				0.33	0.150%
2013 Senior Lien Debt Service Acct	3,616,209.83	903,912.50	408.69		4,520,531.02	0.150%
2013 Subordinate Debt Service Acct	1,894,191.88	473,433.33	214.08		2,367,839.29	0.150%
2011 Sr Cap I Fund	37,776.07	8,794,454.76	151,550.05		8,983,780.88	0.150%
2011 Sub Debt CAP I	585.11	2,326,924.30	35,075.77		2,362,585.18	0.150%
TxDOT Grant Fund	1,250,329.89		101.48		1,250,431.37	0.150%
Renewal and Replacement	0.66				0.66	0.150%
Revenue Fund	1,975,989.48	3,129,400.01	222.98	3,946,896.54	1,158,715.93	0.150%
General Fund	14,724,476.84	1,197,829.05	1,872.94	1,021,118.63	14,903,060.20	0.150%
2010 Senior Debt Service Reserve Fund	0.00				0.00	0.150%
2011 Sub Debt Debt Service Reserve Fund	2,023,744.13		257.82		2,024,001.95	0.150%
Senior Lien Debt Service Reserve Fund	9,365,238.71		1,193.11		9,366,431.82	0.150%
2013 Sub Debt Service Reserve Fund	8,419,815.94		1,072.66		8,420,888.60	0.150%
MoPac Managed Lane Construction Fund	30,585,458.59		4,849.86	2,350,388.47	28,239,919.98	0.150%
	127,129,931.07	20,825,585.49	0.00	204,795.94	21,644,868.89	126,515,443.61
Amount in Fed Agencies and Treasuries						
Amortized Principal	60,598,513.62		(32,716.26)		11,310,000.00	49,255,797.36
Accrued Interest				28,958.34		
	60,598,513.62	0.00	(32,716.26)		11,310,000.00	49,255,797.36
Certificates of Deposit						
Total in Pools	3,000,000.00	5,000,000.00			0.00	8,000,000.00
Total in Money Market	24,684,715.20	1,400,000.00		841.75	601,786.33	25,483,770.62
Total in Fed Agencies	127,129,931.07	20,825,585.49		204,795.94	21,644,868.89	126,515,443.61
	60,598,513.62	0.00	(32,716.26)		11,310,000.00	49,255,797.36

CTRMA INVESTMENT REPORT

Month Ending 11/30/13					
Balance 11/1/2013	Additions	Discount Amortization	Accrued Interest	Withdrawals	Balance 11/30/2013
215,413,159.89	27,225,585.49	(32,716.26)	205,637.69	33,556,655.22	209,255,011.59

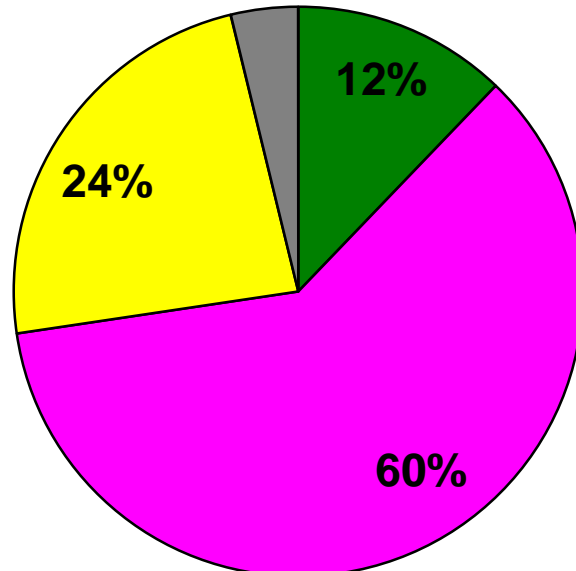
Rate
Nov 13

Total Invested

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

William Chapman, CFO

Allocation of Funds



■ Total in Pools

■ Total in Money Market

■ Total in Fed Agencies

■ Total in CD's

Amount of investments As of November 30, 2013

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
Federal Home loan Bank	3134A4UL6	Matured	Matured	Matured	0.6300%	6/29/2011	11/15/2013	2011 Sub Debt CAP I
Federal Home loan Bank	3134A4UL6	Matured	Matured	Matured	0.7190%	6/29/2011	11/15/2013	2011 Sr Debt CAP I
Freddie Mac	3134G3BF6	12,054,960.00	12,002,290.00	12,003,360.00	0.3592%	3/30/2012	12/23/2013	2011 Sr Project
Federal Home Loan Bank	3133XWKV0	10,388,500.00	10,064,750.00	10,064,100.00	0.3791%	3/30/2012	3/14/2014	2011 Sr Project
Freddie Mac	3137EADD8	1,004,940.00	1,002,799.33	1,003,830.00	0.2290%	12/3/2012	4/17/2015	TxDOT Grant Fund
Northside ISD	66702RAG7	1,057,700.00	1,028,850.00	1,034,140.00	0.3580%	12/5/2012	2/15/2015	TxDOT Grant Fund
Fannie Mae	3135G0BY8	8,081,952.00	8,039,837.78	8,041,840.00	0.2150%	2/8/2013	8/28/2014	2005 DSRF
Fannie Mae	313560TW3	4,999,250.00	4,999,500.00	5,001,250.00	0.4060%	2/8/2013	7/30/2015	2005 DSRF
Federal Home Loan Bank	313371W51	12,217,422.00	12,117,770.25	12,118,680.00	0.2646%	2/8/2013	12/12/2014	2005 DSRF
		<u>23,448,400.00</u>	<u>49,255,797.36</u>	<u>49,267,200.00</u>				

Agency	CUSIP #	COST	Cumulative Amortization	11/30/2013		Interest Income November 30, 2013		
				Book Value	Maturity Value	Accrued Interest	Amortization	Interest Earned
Federal Home loan Bank	3134A4UL6	Matured	Matured	Matured	2,362,000.00		243.58	243.58
Federal Home loan Bank	3134A4UL6	Matured	Matured	Matured	8,946,000.00		1,066.29	1,066.29
Freddie Mac	3134G3BF6	12,054,960.00	52,670.00	12,002,290.00	12,000,000.00	6,250.00	(2,290.00)	3,960.00
Federal Home Loan Bank	3133XWKV0	10,388,500.00	323,750.00	10,064,750.00	10,000,000.00	19,791.67	(16,187.50)	3,604.17
Freddie Mac	3137EADD8	1,004,940.00	2,140.67	1,002,799.33	1,000,000.00	416.67	(164.67)	252.00
Northside ISD	66702RAG7	1,057,700.00	28,850.00	1,028,850.00	1,000,000.00	2,500.00	(1,923.33)	576.67
Fannie Mae	3135G0BY8	8,081,952.00	42,114.22	8,039,837.78	8,000,000.00	5,833.33	(4,426.42)	1,406.91
Fannie Mae	313560TW3	4,999,250.00	(250.00)	4,999,500.00	500,000.00	1,666.67	25.00	1,691.67
Federal Home Loan Bank	313371W51	12,217,422.00	99,651.75	12,117,770.25	12,000,000.00	12,500.00	(9,059.25)	3,440.75
		<u>49,804,724.00</u>	<u>548,926.64</u>	<u>49,255,797.36</u>	<u>55,808,000.00</u>	<u>28,958.34</u>	<u>(32,716.30)</u>	<u>9,702.71</u>

November 30, 2013 Certificates of Deposit Outstanding

Bank	CUSIP #	COST	Yield to Maturity	Purchased	Matures	November 30, 2013 Interest	FUND
Compass Bank	CD9932129	3,000,000	0.35%	8/27/2012	2/27/2014	\$ 863.01	TxDOT Grant Fund
Compass Bank	CD 02636	5,000,000	0.35%	2/5/2013		\$ 1,458.33	2011 Sub DSRF
		<u>8,000,000</u>				<u>\$ 2,321.34</u>	



Monthly Newsletter - November 2013

Performance

As of November 30, 2013

Current Invested Balance	\$4,358,778,907.03
Weighted Average Maturity (1)	52 Days
Weighted Average Maturity (2)	67 Days
Net Asset Value	1.000035
Total Number of Participants	781
Management Fee on Invested Balance	0.05%*
Interest Distributed	\$335,047.27
Management Fee Collected	\$185,139.60
% of Portfolio Invested Beyond 1 Year	1.26%
Standard & Poor's Current Rating	AAA-

November Averages

Average Invested Balance	\$4,505,272,459.93
Average Monthly Yield, on a simple basis	0.0405%
Average Weighted Average Maturity (1)*	52 Days
Average Weighted Average Maturity (2)*	63 Days

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

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

* The maximum management fee authorized for the TexSTAR Cash Reserve Fund is 12 basis points. This fee November 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.

Holiday Reminder

In observance of the Christmas holiday, **TexSTAR will be closed Wednesday, December 25, 2013**. All ACH transactions initiated on Tuesday, December 24th will settle on Thursday, December 26th.

In observance of the New Year's Day holiday, **TexSTAR will be closed Wednesday, January 1, 2014**. All ACH transactions initiated on Tuesday, December 31st will settle on Thursday, January 2nd.

Notification of any early transaction deadlines on the business day preceding the 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

Most fixed income risk markets rose over the month and the Standard & Poor's 500 Index reached a new record high. Longer-term Treasury yields increased as stronger economic data led market participants to speculate that the Fed could begin reducing its asset purchase program as early as December. However, Janet Yellen's confirmation hearing before the Senate Banking Committee to become the Federal Reserve's first chairwoman reflected a continuation of accommodative policy going forward. She stated her preference to remove accommodation cautiously and that she still expects the first reduction in the pace of asset purchases to occur at the Fed's March meeting, likely accompanied by a strengthening of forward rate guidance. The minutes of the Fed's October meeting reaffirmed its view that growth is reviving as the negative effects from the government shutdown have been less than feared. Additionally, the Fed appears to be ready to shift away from asset purchases and towards a policy framework dependent on forward guidance. At the same time, investors seem to have become more comfortable with the Fed's "tapering isn't tightening" message.

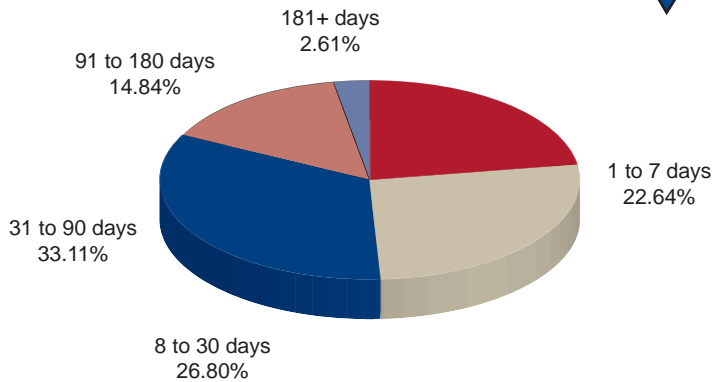
With the return of regular economic data reporting this month, some sectors – e.g., labor markets – showed strength, while others, such as manufacturing, started to slow. Forward-looking indicators point to U.S. economic growth that is still too weak to support a self-sustaining recovery. Loan growth is decelerating, increasing downside risks for economic growth in the near future. Corporate profit growth remains lackluster. Momentum from the housing sector should decelerate, with housing less affordable now relative to earlier this year due to rising home prices and higher mortgage rates limiting the contribution of residential spending to GDP. The future trajectory of fiscal policy remains highly uncertain. A committee of Senators and Representatives is scheduled to present a budget deal in the next few weeks, because the current Continuing Resolution is set to expire in January 2014. The drag from fiscal cuts on economic growth is expected to be below that experienced in 2013. Income taxes are not expected to increase as much as last year; and, with the low base for gasoline prices, consumption could experience a moderate, although limited, boost. Early reports from Thanksgiving weekend retail sales indicate modest growth, but the shorter-than-usual holiday period means that consumers will need to accelerate spending to surpass last year's levels.

This information is an excerpt from an economic report dated November 2013 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

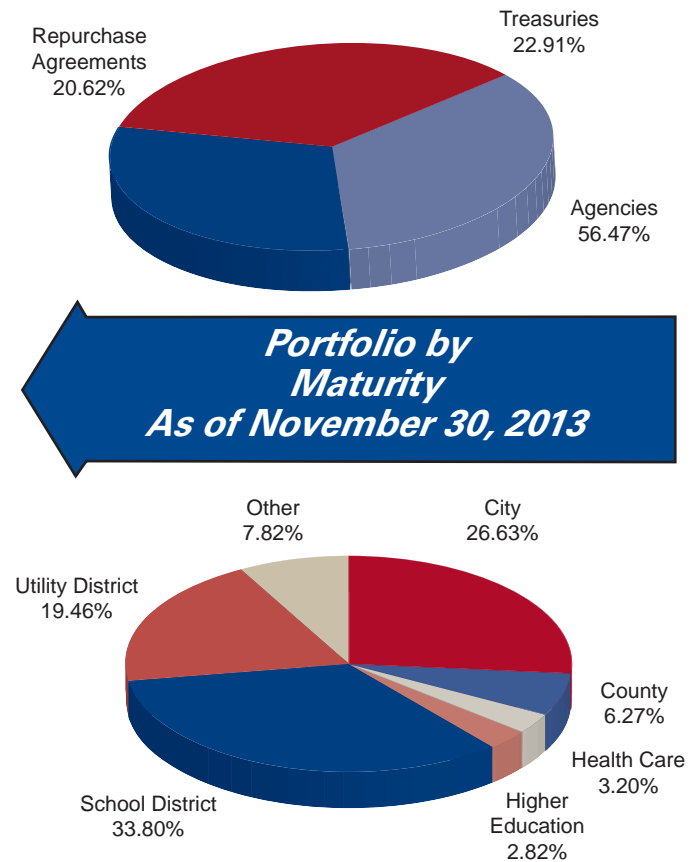
For more information about TexSTAR, please visit our web site at www.texstar.org.

Information at a Glance

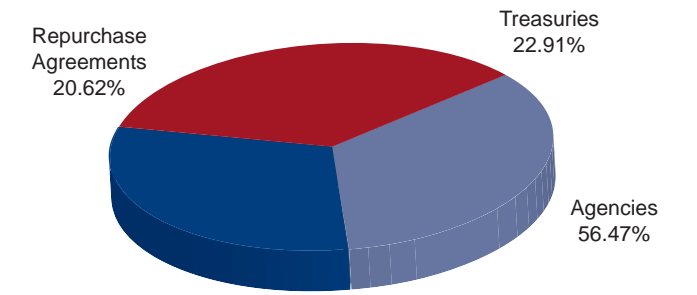
Portfolio by Type of Investment As of November 30, 2013



Distribution of Participants by Type As of November 30, 2013



Portfolio by Maturity As of November 30, 2013



Historical Program Information

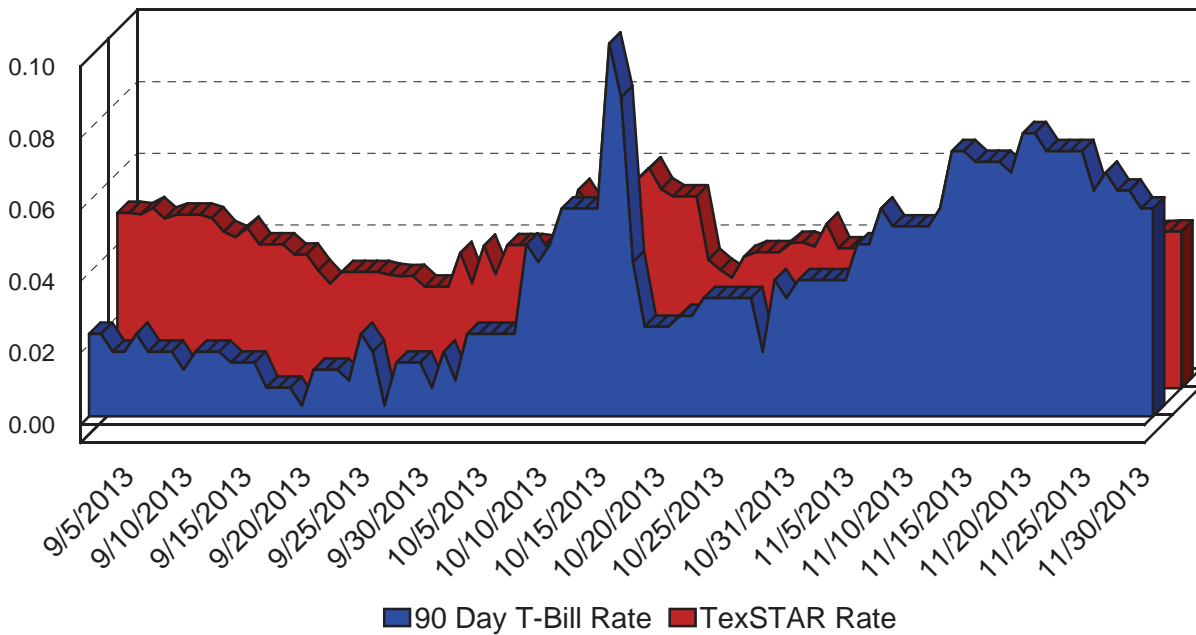
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Nov 13	0.0405%	\$4,358,778,907.03	\$4,358,933,052.64	1.000035	52	63	781
Oct 13	0.0434%	4,549,543,382.92	4,549,816,768.31	1.000060	52	63	781
Sep 13	0.0390%	4,545,216,845.55	4,545,590,808.40	1.000082	52	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
Mar 13	0.1125%	5,635,357,483.25	5,636,069,051.83	1.000126	52	60	770
Feb 13	0.0996%	6,248,843,373.19	6,249,277,988.81	1.000069	51	58	768
Jan 13	0.1103%	6,030,821,287.69	6,031,600,682.90	1.000129	48	57	767
Dec 12	0.1647%	5,411,874,896.68	5,412,541,199.28	1.000123	49	60	767

Portfolio Asset Summary as of November 30, 2013

	Book Value	Market Value
Uninvested Balance	\$ 100,134,580.60	\$ 100,134,580.60
Accrual of Interest Income	1,214,712.44	1,214,712.44
Interest and Management Fees Payable	(371,069.60)	(371,069.60)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	898,708,000.00	898,708,000.00
Government Securities	3,359,092,683.59	3,359,246,829.20
Total	\$ 4,358,778,907.03	\$ 4,358,933,052.64

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

Daily Summary for November 2013

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
11/1/2013	0.0390%	0.000001069	\$4,568,317,363.50	1.000056	51	61
11/2/2013	0.0390%	0.000001069	\$4,568,317,363.50	1.000056	51	61
11/3/2013	0.0390%	0.000001069	\$4,568,317,363.50	1.000056	51	61
11/4/2013	0.0357%	0.000000979	\$4,544,669,007.99	1.000059	51	61
11/5/2013	0.0360%	0.000000985	\$4,613,234,958.17	1.000051	49	58
11/6/2013	0.0345%	0.000000946	\$4,567,262,948.65	1.000057	52	61
11/7/2013	0.0380%	0.000001040	\$4,593,028,539.96	1.000050	53	63
11/8/2013	0.0364%	0.000000998	\$4,705,370,035.22	1.000043	49	58
11/9/2013	0.0364%	0.000000998	\$4,705,370,035.22	1.000043	49	58
11/10/2013	0.0364%	0.000000998	\$4,705,370,035.22	1.000043	49	58
11/11/2013	0.0364%	0.000000998	\$4,705,370,035.22	1.000043	49	58
11/12/2013	0.0386%	0.000001058	\$4,674,609,569.25	1.000048	51	60
11/13/2013	0.0370%	0.000001013	\$4,636,374,249.94	1.000050	54	63
11/14/2013	0.0406%	0.000001112	\$4,621,528,204.31	1.000046	54	64
11/15/2013	0.0468%	0.000001282	\$4,497,711,145.84	1.000045	51	61
11/16/2013	0.0468%	0.000001282	\$4,497,711,145.84	1.000045	51	61
11/17/2013	0.0468%	0.000001282	\$4,497,711,145.84	1.000045	51	61
11/18/2013	0.0402%	0.000001102	\$4,391,865,146.07	1.000041	54	64
11/19/2013	0.0366%	0.000001002	\$4,370,823,477.31	1.000040	53	63
11/20/2013	0.0395%	0.000001082	\$4,356,015,690.32	1.000049	53	63
11/21/2013	0.0424%	0.000001161	\$4,407,197,220.69	1.000049	54	64
11/22/2013	0.0434%	0.000001190	\$4,350,096,896.08	1.000047	52	67
11/23/2013	0.0434%	0.000001190	\$4,350,096,896.08	1.000047	52	67
11/24/2013	0.0434%	0.000001190	\$4,350,096,896.08	1.000047	52	67
11/25/2013	0.0449%	0.000001231	\$4,388,284,294.07	1.000038	53	67
11/26/2013	0.0447%	0.000001224	\$4,437,534,665.24	1.000038	53	67
11/27/2013	0.0435%	0.000001191	\$4,384,165,827.35	1.000042	53	68
11/28/2013	0.0435%	0.000001191	\$4,384,165,827.35	1.000042	53	68
11/29/2013	0.0437%	0.000001197	\$4,358,778,907.03	1.000035	52	67
11/30/2013	0.0437%	0.000001197	\$4,358,778,907.03	1.000035	52	67
Average	0.0405%	0.000001111	\$4,505,272,459.93		52	63

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>
<i>Len Santow</i>	<i>Griggs & Santow</i>	<i>Advisory Board</i>

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



J.P.Morgan
Asset Management



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #9 SUMMARY

Executive Director's report.

Strategic Plan Relevance: Regional Mobility

Department: Executive

Associated Costs: N/A

Funding Source: N/A

Board Action Required: No

Description of Matter:

- A. Project Status Updates.
- B. February 1, 2013, expiration of board member terms.
- C. 2013 personal financial statements due no later than April 30, 2014.

Reference documentation:

Executive Director's report

Contact for further information:

Mike Heiligenstein, Executive Director



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #10 SUMMARY

EXECUTIVE SESSION

Executive Session:

Discuss legal issues related to claims by or against the Mobility Authority, pending or contemplated litigation and any related settlement offers; or other matters as authorized by §551.071 (Consultation with Attorney; Closed Meeting).



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #11 SUMMARY

EXECUTIVE SESSION

Executive Session:

Discuss personnel matters as authorized by §551.074 (Personnel Matters).