AGENDA

ALAMO REGIONAL MOBILITY AUTHORITY
REGULAR MEETING OF THE BOARD OF DIRECTORS
San Antonio River Authority - Board Room
100 E. Guenther Street
San Antonio, Texas 78204
August 21, 2014
3:00 p.m.

PUBLIC COMMENT
Individuals may sign up to speak on any item shown below on the agenda. Individuals interested in speaking must sign up to speak prior to the item being placed in consideration before the Board of Directors. Speakers are allotted no more than 3 minutes to speak and time is not transferable between speakers. Any comments, which do not address a specific agenda item, must be made during the Citizens’ Communications portion of the agenda, provided the individual has signed to speak prior to this period starting.

1. Call meeting to order

2. Approval of minutes from the Board of Directors Work session on July 17, 2014.

3. Executive Director’s Report (David Smith)
   a. Status report on GEC work authorizations
   b. Monthly Update on US 281/1604 Interchange Project
   d. Monthly Update on Loop 1604 Environmental Assessment Document
   e. Financials

4. Discussion and appropriate action approving of two resolutions regarding Alamo RMA primacy on:
   a) US 281 Improvement Project
   b) IH 10 Expansion Project
   (Brian Cassidy)

5. Discussion and appropriate action regarding an extension of a contract with Locke Lord for professional legal services thru July 2015. (Renee Green)

6. Discussion and appropriate action regarding repayment of the Alamo RMA startup loans to Bexar County in the amount of $750,000 and the City of San Antonio in the amount of $500,000. (Renee Green)

7. Discussion of upcoming milestones for the Alamo RMA and 825 Plan. (Renee Green)

8. Discussion and appropriate action regarding approval of a professional services contract with Estrada-Hinojosa for the provision of financial advisor services to the Alamo RMA. (Seth McCabe)
9. Citizens’ Communications (citizens must sign the register to speak)

10. Executive Session - Pursuant to Chapter 551, Subchapter D, Texas Government Code

- At any time during the meeting of the Alamo RMA Board of Directors, the Board may meet in executive session pursuant to Chapter 551 of the Texas Government Code, including for purposes of the following:

  a. Subsection 551.071. Consultation with Attorney- Consultation with, and advice from, legal counsel concerning pending/ contemplated litigation, settlement offers and negotiations, ongoing disputes and potential disputes, legal issues associated with any item on this agenda, and other legal matters.

  b. Section 551.072. Deliberation Regarding Real Property- Discussion of real property purchase, exchange, lease, license, gift, donation, and/or negotiated settlement, including property to be acquired for right-of-way.

  c. Section 551.074. Personnel Matters- Deliberations concerning the appointment, employment, reassignment, evaluation, duties, discipline, and/or dismissal of personnel.

11. Adjournment

NOTES

Agenda item numbers are assigned for ease of reference only, and do not necessarily reflect the order of their consideration by the Alamo RMA Board of Directors.

ALAMO REGIONAL MOBIITY AUTHORITY ACCESSIBILITY STATEMENT FOR DISABLED PERSONS

This meeting is wheelchair accessible. Accessible parking is located at 100 E. Guenther Street. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services, such as interpreters for persons who are deaf or hearing impaired, and readers of large print or Braille, are requested to contact Maricruz Perez at (210) 335-6782 at least two working days prior to the meeting so that appropriate arrangements can be made.

Presenters with audiovisual needs are requested to contact Maricruz Perez at (210) 335-6782, at least two working days prior to the meeting.

Posted at the Bexar County Courthouse, the Alamo RMA Administrative Offices (233 N. Pecos La Trinidad, Ste. 420, San Antonio, TX 78207) and at www.alamorma.org on
Board Memorandum

To: Alamo RMA Board of Directors
From: David Smith, Executive Director
Copies: File
Date: Thursday, August 21, 2014

Agenda Item 2: Approval of Minutes

Approval of the minutes from the Board of Directors Meeting of July 17, 2014.
Minutes

1. **Call meeting to order.** Chairman Clamp called the meeting to order at 3:08 p.m. Members present: John Clamp, David Starr, Ramiro Cavazos, Tommy Calvert, and Gavino Ramos. Members absent: John Montford, Reynaldo Diaz

2. **Approval of minutes from the Regular Board of Directors Meeting of June 20, 2014.**

   G. Ramos made motion to approve the minutes as presented to the Board of Directors. R. Cavazos seconded the motion. All voted in favor.

3. **Executive Director’s Report (David Smith)** David Smith, Executive Director presented.

   a. **Status report on GEC work authorizations**
      
      - There are five open Work Authorizations with HNTB under their general Engineering Services contract which expires December 31, 2014.
      - Work Authorization #18: General Public Involvement Support. Public Outreach efforts for the US 281 Improvement Project are underway. A “60 Day Update” will be presented at this meeting. WA is 50% complete with $341K remaining.
      - Work Authorization #20: US 281 GEC Engineering Services and Environmental Support (85% complete with $100K remaining) – No work this month.
      - Work Authorization #21: Loop 1604 GEC Engineering Services (14% Complete with $402K remaining) – No work this month.
      - Work Authorization #24: US 281/Loop 1604 Interchange (81% complete with $1.76 Million remaining) – Continued oversight and technical support on Williams Brothers dispute resolution. Dispute is expected to be resolved shortly.
      - Work Authorization #27: US 281 Investment Grade Traffic and Revenue Study (1% complete with $557K Remaining) – Work this month on the investment grade T&R study: 1) collection of field traffic data and traffic counts for US 281, and 2) Comprehensive review and finalization of the T&R assumptions with TxDOT and RMA staff.

   b. **Monthly Update on US 281/1604 Interchange Project**
      
      - Project is 100% complete. Final Acceptance letter was sent January 31, 2014, waiting on TxDOT and FHWA concurrence.
      - Alamo RMA, TxDOT and Williams Brothers are finalizing a settlement offer that is being reviewed by FHWA.
   - Submitted Reevaluation Consultation Checklist and supporting documentation to TxDOT-ENV and obtained FHWA concurrence with the recommendation that the Expressway Alternative (with the funding arrangement of non-tolled and managed lanes) be identified as the preferred alternative to be carried forward into the development of the Final EIS.
   - Completed Biological and Cultural Resources Study
   - Coordinated with Alamo Area MPO on the Regional Toll Analysis
   - Submitted geometric schematic to TxDOT
   - Continued to develop the Engineering Summary Report

d. Monthly Update on Loop 1604 Environmental Assessment Document
   - Continued preparation of the “Purpose and Need” including No-Build condition data from traffic analysis. Traffic modeling efforts continue for future traffic scenarios.
   - Continued an “Affected Environment” chapters of the environmental document, including socioeconomic data per discussions with TxDOT.
   - Continued set up on noise model based on initial traffic results and horizontal and vertical geometry.
   - Completed development of managed lane volumes based on information and coordination with TxDOT, HNTB and Jacobs.
   - Updated traffic models based on latest proposed engineering line diagram and input revised volumes into traffic models.
   - Finalizing hydrologic models and hydraulic impact analysis & retention requirements.
   - Reviewed BMP/HazMat basin sizing and load treatment capacity for new impervious areas above the Edwards Aquifer Recharge and Contributing Zones.
   - Completed LIDAR and digital orthophotography processing.
   - Provided TxDOT with options at Bandera Rd., Huebner and Hausman.
   - Developed horizontal geometry based on line diagrams developed through coordination with TxDOT.
   - Continued development of layout sheets for schematics and plan view / public meeting displays.
   - The Loop 1604 Environmental Assessment is expected to be completed in March 2015.
   - Submitted proposed Loop 1604 website revisions to the Alamo RMA staff.

The report was accepted by the Alamo RMA Board of Directors as presented.

4. Discussion and appropriate action regarding the acceptance of the 3rd Quarter FY 2014 Financial Report. (Albert Carter)
David Smith, Executive Director presented

D. Smith explained the financials in the balance sheet; statement of revenues and expenses; and project costs as of June 30, 2014. The balance sheet on page 1 Balance Sheet under liabilities for the Bexar County – US281N-Loop 1604 Fund II shows a change of $142,894 that represents funding remaining in the super street project. The funds were transferred to Bexar County since the project has been completed. At the boards direction staff is preparing for the
upcoming September meeting a payment to Bexar County and City of San Antonio for a total loan of approximately $1.6M. On page 2, 3, and 4 Statement of Revenues, Expenses, and Changes in Net Assets under vehicle registration fee has collected $5.8M since its inception. Under non-operating expenses in the transfer of asset to other entity which represents the asset which was the super street improvements were transferred to TxDOT.

G. Ramos made the motion to accept the 3rd Quarter FY 2014 Financial Report. R. Cavazos seconded the motion. All voted in favor.

5. Presentation on the proposed 825 Plan Project Development Agreement between Alamo RMA and TxDOT for the US 281 Improvements Project and IH 10 Managed Lane Project. (Renee Green)
Renee Green presented.

The 825 Plan Scenario is for the following corridors as presented in February 20, 2014:
- US 281: Loop 1604 to Bexar County Line
- Loop 1604: Culebra to US 90
- IH 10/Loop 1604 to Ralph Fair Road

The next steps towards the 825 Plan that have been approved:
- Inter-Local Agreement with Bexar County (approved 3/27/14)
- Engage Traffic and Revenue Consultant to perform Investment Grade Traffic and Revenue Studies (approved 3/27/14)
- Re-compete Financial Advisor Services (approved 6/20/14)
- Revise the RMA budget (approved 5/30/14)

The following next steps to completing the 825 Plan that are pending for approval:
- Execute Project Development Agreement with TxDOT
- Execute Loan Agreement with TxDOT

The reason for the Project Development Agreement (PDA) with TxDOT is the following:
- TxDOT will act as the RMA’s agent
- TxDOT will advance the funding for US 281 and IH 10
- TxDOT owns the ROW and will operate and maintain all non-toll lanes
- Alamo RMA will own and operate all managed lanes
- Faster project delivery
- Meets the intent of 825 Plan/Partnership

Next Steps:
- Develop milestone schedule for each project
- Execute project development agreement with TxDOT
  - In Negotiation – Board approval will be requested in August 13, 2014
- Execute Loan Agreement with TxDOT
  - Investment grade T&R Study underway
  - Loan process identified
  - Cash drawdown scenario developed
Financial Advisor involvement is required  
Resolution of Intent to apply from the Board will be requested in September 2014 which will also require TxDOT Commission Action.  
Resolution agreeing to SIB loan terms anticipated in January 2015 which will require TxDOT Commission Action.

**Question by T. Calvert:** Are there any issues that the board needs to address regarding communications with the negotiations with Estrada Hinojosa’s contract term and fees?  
**Response by Representative of Estrada Hinojosa:** No issues we just need to time to review the contract since we just received it last week on Friday.

**Comment/Question by J. Clamp:** A very important tool for the board is the development of a milestone schedule for each project. When will the schedule be ready?  
**Response by R. Green:** The milestone schedule for each project will be ready by the next board meeting in August/September.

**Question by R. Cavazos:** Are there any requirements by Alamo RMA to hire a minority firms for since TxDOT will be the Alamo RMA’s agent for the projects? Will local control be lost from the RMA in awarding contracts to small minority firms?  
**Response by R. Green:** The Alamo RMA has adopted TxDOT DBE policy that sets the minimum requirements. I will meet with TxDOT requesting to set a higher goal in meeting the requirements. Local control will not be lost in that the RMA will own and operate all managed lanes and operations of each facility. In addition TxDOT is working closely with RMA to be included in the procurement document.

**Comment/Question by T. Calvert:** Look at addressing DBE contracting with TxDOT in which that the RMA should be involved in decisions in DBE contracting?  
**Response by R. Green and J. Bean:** TxDOT and Alamo RMA will be working to address the goals of the DBE in order to set higher goal requirements.

**Question by G. Ramos:** Since TxDOT will be serving as Alamo RMA’s agent for the US 281 North Project, how will that work with the GEC for the future projects?  
**Response by D. Smith/R. Green/J. Bean:** The GEC will be a secondary role to the RMA for the projects since TxDOT will be the primary lead on projects. This will allow projects to be efficient in delivery and a cost savings.

**Question by J. Clamp:** What is the timeline for the PDA?  
**Response by R. Green and J. Bean:** The PDA will be ready for Board approval by September 2014.  
**Response by D. Smith:** The PDA will allow the SIB loan to be cheaper and quicker to complete.

6. **Discussion and appropriate action regarding the issuance of a Request for Qualifications (RFQ) for General Engineering Services (GEC) for the Alamo RMA. (Renee Green)**

   R. Green presented

   The current GEC contract with HNTB expires December 31, 2014. Under the current schedule the RFQ will be issued July 18, 2014 and require responses by August 22, 2014. A team of five
will score the proposals and provide the Board of Directors a recommendation on direction to interview or to negotiate a contract by the September meeting. Staff anticipates five to ten proposals to be submitted by firms that do this type of work. The RFQ is attached in your packet along with the scoring criteria. The scoring is located on page 14 of the RFQ. The RFQ has been reviewed and approved by legal counsel (Locke Lord).

Comment by D. Smith: Recommends to change the wording in the RFQ Section 6.1.3 Experience Relevant to Turnpike Projects to Experience Relevant to Transportation Projects throughout the RFQ document to be in accordance to the Transportation Code.

T. Calvert made the motion to approve the issuance of a Request for Qualifications (RFQ) for General Engineering Services (GEC) for the Alamo RMA and to amend Section 6.1.3 Experience Relevant to Turnpike Projects to Experience Relevant to Transportation Projects and to include language consistent with the statute that establishes RMA’s ability to develop multimodal transportation projects. R. Cavazos seconded the motion. All voted in favor.

7. Discussion and appropriate action regarding a resolution in support of a constitutional amendment allowing for increased state funding for transportation. (Renee Green)
   R. Green presented

   The Alamo RMA has been asked to endorse the upcoming election to support the proposed amendment to address Texas’ transportation infrastructure needs on the November 4, 2014 ballot for Proposition 1 which will allow us to reallocate the rainy day fund. The resolution encourages voters to educate themselves on the issue so as to allow an informed vote to be cast and urges members of the upcoming 84th Texas Legislature to make transportation funding a priority. Bexar County Commissioners Court approved the exact resolution in May 2014. The approved resolution will be forward to SAMCo and will organize the outsourcing efforts of the resolution.

   T. Calvert made the motion to approve the resolution in support of a constitutional amendment allowing for increased state funding for transportation. G. Ramos seconded the motion. All voted in favor.

8. Presentation and update on the public outreach efforts for the US 281 North Improvement Project. (Trish DeBerry)
   Trish DeBerry presented

   The 60 day update on the public outreach efforts for the US 281 North Improvement Project. The objective of the public outreach efforts are to brand the project which can be adopted by other Alamo RMA projects; establish terminology and deliver a clear message; and the development and implementation of a public outreach plan. The public outreach components that have been completed are the development of a brand image and terminology; messages; materials (website revisions; factsheet; and visualizations); and paid media started in July 21 – November 3 (billboards, radio, print, digital, and social). In addition, John Clamp prepared an audio commercial that will be airing on radio with a :15 and :30 seconds spots. The outreach is grassroots to target neighborhood/HOAs; businesses/organizations; schools;
churches/community centers in the US 281 North corridor. The schedule will run thru December 2014.

**Comment/Question by R. Cavazos:** On the factsheet, there is a misunderstanding of managed lanes and existing lanes are being taken out with the managed lanes. That is what the public’s perception and we need to explain the facts.

**Response by K. Epp:** We understand that there is a lot of misinformation and that is why we developed a factsheet with the lane graphics with the existing conditions and new proposed lanes.

**Response by R. Green:** The new public outreach is helping clarify some of the misinformation due to a lot of the opposition arguments have changed as we have moved forward.

**Comment/Question by G. Ramos:** On the factsheet I prefer to see “More Choices Less Congestion” to “Less Congestion More Choices” and do not agree with the picture of the existing conditions with very little traffic and recommend switching the photo to actual traffic conditions.

**Response by R. Green:** The reason for the picture was when the visualization was created it was based off a Google map image and we did not want to modify the picture and run the risk of doctoring the photo.

**Response by D. Starr:** Recommends taking picture of existing traffic conditions and document the photo with a note stating the time and day it was taken.

**Response/Comment by J. Clamp:** This is a marketing piece and we can include a different picture if that is okay with legal counsel and it would not be a big cost to do that. Also, I recommend on the factsheet on the lanes by switching the layout from South to North.

**Question from T. Calvert:** Great work on the factsheet especially the phrase “We’re On It”. Do you have any demographic data for the US 281/Stone Oak area regarding age, ethnicity, gender? The Alamo RMA needs address the budget for public outreach and look at future options for TV buys by zone since it’s very expensive.

**Response by T. DeBerry:** Yes we do and we can forward the demographics data to you. The original proposal for the media included TV buy but due to budget constraints it was not included.

**Response by D. Smith:** If the board would like to discuss the budget for the public outreach we can do it at a future meeting.

9. **Discussion and appropriate action appointing a Vice Chairman.** *(John Clamp)*

Chairman Clamp presented and requested a motion to nominate the appointment of a Vice Chair.

R. Cavazos made the motion to nominate Gavino Ramos as Vice Chair. T. Calvert seconded the motion. All voted in favor with Gavino Ramos abstaining.

10. **Discussion and appropriate action regarding the issuance of a Request for Proposal (RFP) for Depository Services for the Alamo RMA.** *(Seth McCabe)*

S. McCabe presented

Attached is the draft of the RFP for depository services for the Alamo RMA. The current
contract is with Frost National Bank which started in May 1, 2010 and continued thru May 1, 2013 and with two optional 1 year renewals and currently expires in April 2015. At the boards direction requested staff to develop a new RFP for depository services. There is a clause in the existing contract that the contract can be terminated with a 90 day notice. The scoring criteria is as follows: Technical Evaluation and Quality of Services 25%; Financial Evaluation (Cost of Service) 25%; Bank Information and Financial Stability 20%; and Technology 30%. The proposed timeline will be 60 days for the RFP and will be issued on July 21, 2014 and accept proposals by September 19, 2014.

Comment/Question by J. Clamp: Recommends changing the scoring criteria to the following: Technical Evaluation and Quality of Services 20%; Financial Evaluation (Cost of Service) 40%; Bank Information and Financial Stability 15%; and Technology 25%. The other comment is what is important for the RMA is yield and cost is not as important but I understand the challenges with that.

Response by D. Smith: I will caveat this calculation will be your net yield on the Cost of Service for the scoring evaluation. I also ask you to review page 8 Exhibit 1 on the Depository Bank Activity based on assumptions and past history of the RMA activity. This will be a proposed cost and will make assumptions the same to everyone on the level of assets under management and assume overnight sweeps.

Response by S. McCabe: The main banking issue is to understand depository services is about earnings credit offsets the cost of services. We will look at the net production versus cost.

Question to D. Starr: For the money being collected for the vehicle registration fee, what type of account is the vehicle registration fee being deposited in since the funds are not going to be used in the short term?

Response by S. McCabe: It is going into a sweep which is an overnight government mutual account.

Response by D. Starr: Why not is it in long term account since the funds are not going to be used in the short term?

Response by D. Smith: In the next couple of months the Alamo RMA is cutting a check for $1.5M and we do not know what the Alamo RMA will be doing in the next few months. I recommend to let the Financial Advisors recommend what type of account the vehicle registration fee should be put in.

The following motions were made for the RFP for depository services:

1. T. Calvert made the motion to adopt the new point scoring schedule under the section “Evaluation and Selection” on page 6-7 for the RFP for Depository Services for the Alamo RMA. The following changes to the section “Evaluation and Selection” are Technical Evaluation and Quality of Services 20%; Financial Evaluation (Cost of Service) 40%; Bank Information and Financial Stability 15%; and Technology 25%. D. Starr seconded the motion. All voted in favor.

2. G. Ramos made the motion to amend the previous motion to include the approval of the issuance of a Request for Proposal (RFP) for Depository Services for the Alamo RMA. T. Calvert seconded the motion. All voted in favor.
11. Citizens' Communications (citizens must sign the register to speak)
   Chairman Clamp acknowledged individuals who signed up to speak. No citizens signed the register to speak.

12. Executive Session - Pursuant to Chapter 551, Subchapter D, Texas Government Code
   Alamo RMA Board of Directors did not meet in Executive Session and no action was taken.

   There being no further action for the Board, Chairman Clamp adjourned the meeting at 4:37 p.m.

APPROVED:

__________________________________________
JOHN CLAMP, CHAIRMAN

DATE ADOPTED: 08/21/2014
I hereby certify that the above foregoing pages constitute the full, true, and correct minutes of all the proceedings and official records of the Alamo Regional Mobility Authority at its meeting on August 21, 2014.

ATTEST: ________________________________
REYNALDO L. DIAZ, JR., SECRETARY/TREASURER
Board Memorandum

To: Alamo RMA Board of Directors
From: David Smith, Executive Director
Copies: File
Date: Thursday, August 21, 2014

**Agenda Item 3: Executive Director’s Report**

The Executive Director’s Report for this month will cover the following topics:

A) Status report of GEC Work Authorizations

B) Monthly Update on the US 281 / Loop 1604 Interchange Project

C) Monthly Update on the US 281 Environmental Impact Statement

D) Monthly Update on the Loop 1604 Environmental Assessment Document

E) Financials

This information is included in your packets for your review. There is no action required of the Board on this item.
Board Memorandum

To:       Alamo RMA Board of Directors
From:    David Smith, Executive Director
Date:     August 21, 2014

Executive Director's Report

Status Report on the General Engineering Consultant (GEC) Work authorizations

There are five open Work Authorizations (WA) with HNTB under their General Engineering Services contract but only two had activity this month. WA#18 Public Outreach for US 281 Improvement Project and WA#27 US 281 Investment Grade Traffic and Revenue Study. HNTB's contract expires December 31, 2014.

- Work Authorization #18: General Public Involvement Support. Public Outreach efforts for the US 281 Improvement Project are ongoing. WA is 54% complete with $315K remaining. Work this month on the community relations effort: 1) Finalized and printed fact sheet; 2) Prepared all components for paid media campaign launch including radio script/recording, multiple print ads, digital banner ads, and billboards; 3) Continued work on grassroots outreach; 4) Revisions to that Alamorma.org website; 4) Drafted new text for the 411n281.com landing page; and 5) Initiated work on Facebook promotions/schedule

- Work Authorization #20: US 281 GEC Engineering Services and Environmental Support (85% complete with $100K remaining) – No work this month

- Work Authorization #21: Loop 1604 GEC Engineering Services (14% Complete with $402K Remaining) – No work this month

- Work Authorization #24: US 281/Loop 1604 Interchange (81% complete with $1.76 Million remaining) – Continued oversight and technical support on Williams Brothers dispute resolution. Dispute is expected to be resolved shortly. No work this month

- Work Authorization #27: US 281 Investment Grade Traffic and Revenue Study (37% complete with $356K Remaining) – Work this month on the investment grade T&R study: 1) Ongoing data analysis; 2) Submitted draft line diagram to Alamo RMA for confirmation; 3) Coordinated with Alamo RMA Area MPO to obtain the latest versions for the 2020 and 2040 networks and databases; 4) Socioeconomic review and coordination; and 5) Base year model development.

Page 1 of 3
Update on US 281/1604 Interchange Project

- Project is 100% complete. Final Acceptance letter was sent January 31, 2014, still waiting on TxDOT and FHWA concurrence.
- Alamo RMA, TxDOT and Williams Brothers are finalizing a settlement offer that is being reviewed by FHWA.

Update on US Hwy 281 Environmental Impact Statement

- Work Authorization #4B:
  - Community Involvement: Monitored and responded to comments on 411on 281 website and US 281 EIS email account; monitored social media (Facebook and Twitter); continued preparing May 8, 2014 Open House summary report
  - Final EIS: Continued coordination with Alamo Area MPO on updated Regional Toll Analysis; and continued revisions to draft Preliminary Final EIS per TxDOT and FHWA comments
  - Draft Preferred Alternative Schematic: Continued preparing Engineering Summary Report; and revised draft Hydraulics and Hydrology Report per TxDOT comments

- Work Authorization #5:
  - Right-of-Way Mapping (ROW): Continued boundary surveys on ROW take parcels where Right-of-Entry (ROE) has been received; continued finalizing ROE for remaining tracts; continued working on preliminary ROW plan sheets; analyzed individual parcel boundaries where ROW takes are proposed; began writing metes and bounds descriptions for individual ROW takes; and began drawing individual exhibits that correspond with individual ROW takes.

Update on Loop 1604 Environmental Assessment Work Authorization #5

- Task 1 - Project Management: ongoing
- Task 2 - Public Awareness, Involvement, and Education:
  - Submitted proposed Loop 1604 website revisions to the Alamo RMA staff.
- Task 3 - Draft Environmental Document:
  - Completed draft of the “Purpose and Need” including No-Build condition data from traffic analysis. Traffic modeling efforts continue for future traffic scenarios.
  - Continued an “Affected Environment” chapters of the environmental document, including socioeconomic data per discussions with TxDOT.
  - Initiated set up on noise model based on initial traffic results and horizontal and vertical geometry.
  - Drafted Environmental Scope Checklist.
Task 5 - Engineering:
- Traffic:
  - Updated traffic models based on latest proposed engineering line diagram and completed loading revised volumes into traffic models.
  - Developed initial build alternative model.
  - Initiated coordination with engineering geometry based on preliminary model results.
- Drainage:
  - Finalizing hydrologic models and back-checking hydrologic model results.
  - Completed hydraulic modeling for major crossings. Based on initial modeling efforts, several structures will require upsizing.
  - Continuing hydraulic impact analysis and retention requirements, pending final services.
  - Developed conceptual combinations of in-line and surface detention within existing ROW at each crossing.
  - Continue the preparation of a drainage report.
  - Received and incorporated plans from TxDOT for existing water quality BMP’s and Hazmat Devices.
  - Completed preliminary estimates of load reduction requirements for new impervious areas above the Edwards Aquifer Recharge and Contributing Zones, as well as BMP/HazMat basin sizing and load treatment capacity.
- Mapping and Survey:
  - Delivered complete 2D, 3D electronic files and aerial orthophotography.
- Geometric Schematic:
  - Coordinated with TxDOT on adjustments to line diagram, developing multiple scenarios for specific locations.
  - Incorporating modifications based on initial traffic volume results.
  - Provided TxDOT with at Bandera Rd., Huebner and Hausman.
  - Updated line diagram based on traffic results and TxDOT coordination.
  - Began the development of proposed guide signs.
  - Continued development of layout sheets for schematics and plan view / public meeting displays.

Monthly Financial Statement:
- Monthly financial statements for the month ending in July 2014 Balance Sheets; Statement of Revenues, Expenses, and Changes in Net Assets; Project Costs (Capitalized and Non-Capitalized); and Statement of Revenues and Expenditures.
The efforts this month focused on public and media outreach and the Investment-grade Traffic and Revenue Study for the US 281 Improvement Project. The GEC also continued efforts to archive the project files from the vendor-based electronic data management system utilized on the US 281/Loop 1604 Interchange project.

The following are specific project tasks for which the GEC provided support to Alamo RMA staff:

**Technical Support Efforts (Traffic and Revenue Study):**
- Ongoing data analysis
- Submitted draft line diagram to Alamo RMA for confirmation
- Coordinated with Alamo Area MPO to obtain the latest versions of the 2020 and 2040 networks and databases (ongoing)
- Socioeconomic review and coordination (ongoing)
- Base year model development (ongoing)

**Community Relations Efforts:**
- Finalized and printed fact sheet
- Prepared all components for paid media campaign launch including radio script/recording, multiple print ads, digital banner ads, and billboards
- Continued work on grassroots outreach
- Developed 60-day update for presentation to the Alamo RMA Board at July meeting
- Revisions to the AlamoRMA.org website
- Drafted new text for the 411on281.com landing page
- Initiated work on Facebook promotions/schedule
July 2014

GENERAL SUMMARY- No Change

Construction activity is complete. The Alamo RMA received delivery of the final construction documents from the Design/Builder. However, the dispute over liquidated damages/delay costs is still under negotiation.

CONSTRUCTION ACTIVITIES

- Have been completed
DBE PROGRESS- No Change

With the December 2013 DBE Progress Report update, the Design/Builder has paid $1,280,524 on DBE contracts for design services and $15,060,674 to DBE contractors for construction services.

The DBE goal is 11.1% for both design and construction efforts. The Design/Builder has exceeded the DBE goal for both Design and Construction.

Alamo Regional Mobility Authority (Interchange Project)
Williams Brothers Construction Co.
DBE Distribution (FINAL)

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<th>WB Contracted Amount- Design</th>
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<td>WB Contracted Amount - Construction</td>
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<td>Design DBE Goal</td>
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<td>Construction DBE Goal</td>
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SUPPORTING INFORMATION

DBE Effort Distribution

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<td>$1,280,524</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Contracted</th>
<th>Invoiced</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hicks &amp; Company</td>
<td>$1,188,889</td>
<td>$1,188,889</td>
</tr>
<tr>
<td>Indus Construction</td>
<td>$4,305,915</td>
<td>$4,305,915</td>
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<tr>
<td>Roadway Specialties</td>
<td>$1,186,799</td>
<td>$1,186,799</td>
</tr>
<tr>
<td>JA Manning</td>
<td>$3,085,211</td>
<td>$3,085,211</td>
</tr>
<tr>
<td>ID Guerra</td>
<td>$2,429,144</td>
<td>$2,429,144</td>
</tr>
<tr>
<td>Best in Town, Inc.</td>
<td>$2,864,717</td>
<td>$2,864,717</td>
</tr>
<tr>
<td></td>
<td>$15,060,674</td>
<td>$15,060,674</td>
</tr>
</tbody>
</table>

Grand Total            | $16,341,198 | $16,341,197 |
SCHEDULE (A Two Month Look Ahead)

Anticipated work activities for the next 60 days include:

- Construction activities are completed. Letter of Final Acceptance was issued on January 31, 2014.

FINANCIAL STATUS- No Change

Draw Requests

Draw request #35 was provided on August 12th and approved for payment. A draw summary is provided below. No additional Draw requests have been submitted since.

<table>
<thead>
<tr>
<th>Draw Requests</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount</td>
<td>$109,097,279.00</td>
</tr>
<tr>
<td>Authorized Changes</td>
<td>$584,177.35</td>
</tr>
<tr>
<td>Current Authorized Contract Amount</td>
<td>$109,681,456.35</td>
</tr>
<tr>
<td>Approved Amount for Work Complete Through Draw #35</td>
<td>$108,981,516.57</td>
</tr>
<tr>
<td>Amount Remaining for Work to be Complete</td>
<td>$699,939.78</td>
</tr>
<tr>
<td>Total Project Complete to Date</td>
<td>99.36%</td>
</tr>
</tbody>
</table>
GEC OVERSIGHT ACTIVITIES (SUMMARIES) – No Change

<table>
<thead>
<tr>
<th>Financials</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contracted Amount</td>
<td>$9,045,940</td>
</tr>
<tr>
<td>Actual Expenditures to Date (through July 25, 2014)</td>
<td>$7,285,450</td>
</tr>
<tr>
<td>Amount Remaining for Work to be Complete</td>
<td>$1,760,490</td>
</tr>
<tr>
<td>Total Project Budget Complete to Date</td>
<td>81%</td>
</tr>
</tbody>
</table>

SCHEDULE MILESTONES

The Design Builder submitted a project schedule update on October 8, 2013. The schedule reflected late completion of the interim and substantial completion dates. This is the central point of the dispute with the design builder.
## GEC TEAM WORK AUTHORIZATION STATUS - as of July 25, 2014

<table>
<thead>
<tr>
<th>Work Auth. No.</th>
<th>BUDGET STATUS</th>
<th>REMARKS</th>
<th>Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Amounts under Commitment</td>
<td>Costs to be billed through 07/25/14*</td>
<td>Balance</td>
</tr>
<tr>
<td><strong>Open/Active Work Authorizations</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>General Public Involvement Support</td>
<td>$586,824</td>
<td>$371,487</td>
</tr>
<tr>
<td>20</td>
<td>281 Engineering and Environmental Support Services</td>
<td>$691,616</td>
<td>$591,178</td>
</tr>
<tr>
<td>21</td>
<td>Loop 1604 Engineering Services</td>
<td>$450,525</td>
<td>$167,257</td>
</tr>
<tr>
<td>24</td>
<td>US 281/Loop 1604 Interchange</td>
<td>$9,045,945</td>
<td>$17,285,450</td>
</tr>
<tr>
<td>27</td>
<td>US 281 Investment Grade Traffic and Revenue Study</td>
<td>$565,508</td>
<td>$209,338</td>
</tr>
<tr>
<td><strong>Open/Active Work Authorizations Sub Total</strong></td>
<td>$11,458,357</td>
<td>$8,524,710</td>
<td>$2,934,647</td>
</tr>
<tr>
<td><strong>Closed/Inactive Work Authorizations</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>General Engineering Services / Timeline</td>
<td>$23,943</td>
<td>$23,943</td>
</tr>
<tr>
<td>2</td>
<td>Phase 1 - Public Surveys &amp; Key Messages</td>
<td>$59,087</td>
<td>$59,087</td>
</tr>
<tr>
<td>3</td>
<td>General Engineering Services / Implementation Planning</td>
<td>$24,505</td>
<td>$24,505</td>
</tr>
<tr>
<td>4</td>
<td>Phase IA - Message Delivery &amp; Media</td>
<td>$202,166</td>
<td>$202,166</td>
</tr>
<tr>
<td>5</td>
<td>Initial CDA Evaluation</td>
<td>$13,984</td>
<td>$13,984</td>
</tr>
<tr>
<td>6</td>
<td>Development of Work Plan and Schedule for IH35 Project</td>
<td>$24,617</td>
<td>$24,617</td>
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<tr>
<td>7.7</td>
<td>Development of Work Plan and Schedule, Data Analysis</td>
<td>$43,865</td>
<td>$43,865</td>
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<tr>
<td>8.9</td>
<td>Development of Work Plan and Schedule for US281/WIP Project</td>
<td>$36,319</td>
<td>$36,319</td>
</tr>
<tr>
<td>9</td>
<td>Project Management</td>
<td>$1,302,983</td>
<td>$1,302,983</td>
</tr>
<tr>
<td>9.2</td>
<td>SH 16 Toll Project - Phase 1</td>
<td>$624,350</td>
<td>$624,350</td>
</tr>
<tr>
<td>9.3</td>
<td>Navarro Parkway</td>
<td>$56,431</td>
<td>$56,431</td>
</tr>
<tr>
<td>9.3F</td>
<td>Navarro Parkway and Interchange Project</td>
<td>$496,482</td>
<td>$496,482</td>
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<tr>
<td>9.4</td>
<td>Navarro Parkway Preliminary Cost Study</td>
<td>$69,567</td>
<td>$69,567</td>
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<tr>
<td>9.5</td>
<td>SH 35 Toll Project - Phase 1</td>
<td>$565,954</td>
<td>$565,954</td>
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<tr>
<td>9.6</td>
<td>SH 16 Toll Project - Phase 2</td>
<td>$299,929</td>
<td>$299,929</td>
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<tr>
<td>10</td>
<td>General Engineering Assistance</td>
<td>$24,633</td>
<td>$24,633</td>
</tr>
<tr>
<td>11</td>
<td>Phase 1B - Public Involvement &amp; Outreach</td>
<td>$261,366</td>
<td>$261,366</td>
</tr>
<tr>
<td>12</td>
<td>Bandera Road Community Working Group Process</td>
<td>$146,645</td>
<td>$146,645</td>
</tr>
<tr>
<td>13</td>
<td>Public Involvement Services</td>
<td>$153,415</td>
<td>$153,415</td>
</tr>
<tr>
<td>14</td>
<td>281 Toll Project: Procurement, GCC report, technical support</td>
<td>$1,289,418</td>
<td>$1,289,418</td>
</tr>
<tr>
<td>15</td>
<td>281 Toll Project: Toll Support/IT Systems</td>
<td>$3,101</td>
<td>$3,101</td>
</tr>
<tr>
<td>16</td>
<td>281 Toll Project: ROW Acquisition Services</td>
<td>$237,749</td>
<td>$237,749</td>
</tr>
<tr>
<td>19</td>
<td>Project Management</td>
<td>$310,094</td>
<td>$310,094</td>
</tr>
<tr>
<td>22</td>
<td>281 Super Street</td>
<td>$918,629</td>
<td>$918,629</td>
</tr>
<tr>
<td>23</td>
<td>Loop 1604 Super Street</td>
<td>$831,077</td>
<td>$831,077</td>
</tr>
<tr>
<td>24</td>
<td>SH 281 Super Street</td>
<td>$209,090</td>
<td>$209,090</td>
</tr>
<tr>
<td>26</td>
<td>281 VISSIM Model</td>
<td>$50,000</td>
<td>$50,000</td>
</tr>
<tr>
<td><strong>Closed/In-Active Work Authorizations Sub Total</strong></td>
<td>$5,314,167</td>
<td>$5,314,167</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Grand Total Project Summary Status</strong></td>
<td>$19,773,564</td>
<td>$16,083,873.74</td>
<td>$2,934,690</td>
</tr>
</tbody>
</table>

* Figures do not include outstanding subcontractor invoices
## DBE Effort Distribution

<table>
<thead>
<tr>
<th>Entity</th>
<th>Contracted</th>
<th>Invoiced</th>
<th>% of Total Costs</th>
<th>% of Sub Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Atlas and Associates</td>
<td>$110,827</td>
<td>$87,109</td>
<td>0.52%</td>
<td>1.28%</td>
</tr>
<tr>
<td>Foster</td>
<td>$457,888</td>
<td>$450,457</td>
<td>2.68%</td>
<td>6.63%</td>
</tr>
<tr>
<td>DeBerry Group</td>
<td>$368,973</td>
<td>$81,699</td>
<td>0.49%</td>
<td>1.20%</td>
</tr>
<tr>
<td>Guerra DeBerry Coody</td>
<td>$95,204</td>
<td>$95,197</td>
<td>0.57%</td>
<td>1.40%</td>
</tr>
<tr>
<td>Kelly Morris Public Relations</td>
<td>$36,655</td>
<td>$10,561</td>
<td>0.06%</td>
<td>0.16%</td>
</tr>
<tr>
<td>Poznecki-Camargo &amp; Associates</td>
<td>$539,206</td>
<td>$489,581</td>
<td>2.53%</td>
<td>7.26%</td>
</tr>
<tr>
<td>REL</td>
<td>$58,653</td>
<td>$37,029</td>
<td>0.22%</td>
<td>0.54%</td>
</tr>
<tr>
<td>RJ Rivera &amp; Associates</td>
<td>$582,052</td>
<td>$576,243</td>
<td>3.43%</td>
<td>8.51%</td>
</tr>
<tr>
<td>Rodriguez Transportation Group</td>
<td>$261,734</td>
<td>$260,394</td>
<td>1.55%</td>
<td>3.83%</td>
</tr>
<tr>
<td>SSA</td>
<td>$10,822</td>
<td>$16,200</td>
<td>0.10%</td>
<td>0.24%</td>
</tr>
<tr>
<td>Vickrey &amp; Associates</td>
<td>$238,306</td>
<td>$238,306</td>
<td>1.42%</td>
<td>3.51%</td>
</tr>
<tr>
<td>Zara Environmental</td>
<td>$16,094</td>
<td>$16,094</td>
<td>0.10%</td>
<td>0.24%</td>
</tr>
<tr>
<td>Miscellaneous Vendors</td>
<td>$52,315</td>
<td>$25,834</td>
<td>0.15%</td>
<td>0.38%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$2,820,538</strong></td>
<td><strong>$2,389,992</strong></td>
<td><strong>14.19%</strong></td>
<td><strong>35.18%</strong></td>
</tr>
</tbody>
</table>

## Non-DBE Effort Distribution

<table>
<thead>
<tr>
<th>Entity</th>
<th>Contracted</th>
<th>Invoiced</th>
<th>% of Total Costs</th>
<th>% of Sub Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bassisco</td>
<td>$28,000</td>
<td>$28,000</td>
<td>0.17%</td>
<td>0.41%</td>
</tr>
<tr>
<td>CDM Smith (Formerly-Wilbur Smith Associates)</td>
<td>$528,010</td>
<td>$199,553</td>
<td>1.19%</td>
<td>2.94%</td>
</tr>
<tr>
<td>Civil Engineering Consultants</td>
<td>$1,448,101</td>
<td>$1,377,532</td>
<td>8.18%</td>
<td>20.27%</td>
</tr>
<tr>
<td>Crossland Acquisition</td>
<td>$803,706</td>
<td>$176,380</td>
<td>1.05%</td>
<td>2.60%</td>
</tr>
<tr>
<td>Davidson and Troie, PC</td>
<td>$10,769</td>
<td>$841</td>
<td>0.00%</td>
<td>0.01%</td>
</tr>
<tr>
<td>Papp-Dawson</td>
<td>$1,254,790</td>
<td>$1,254,773</td>
<td>7.45%</td>
<td>18.47%</td>
</tr>
<tr>
<td>Raba Kistner</td>
<td>$1,061,719</td>
<td>$1,042,749</td>
<td>6.19%</td>
<td>15.35%</td>
</tr>
<tr>
<td>SWCA</td>
<td>$63,146</td>
<td>$63,146</td>
<td>0.37%</td>
<td>0.93%</td>
</tr>
<tr>
<td>Taylor West</td>
<td>$109,441</td>
<td>$109,419</td>
<td>0.65%</td>
<td>1.61%</td>
</tr>
<tr>
<td>Wilbur Smith Associates</td>
<td>$54,516</td>
<td>$54,516</td>
<td>0.32%</td>
<td>0.80%</td>
</tr>
<tr>
<td>eBuilder</td>
<td>$116,293</td>
<td>$97,440</td>
<td>0.56%</td>
<td>1.43%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$5,478,487</strong></td>
<td><strong>$4,404,345</strong></td>
<td><strong>26.16%</strong></td>
<td><strong>64.82%</strong></td>
</tr>
</tbody>
</table>

## Local Effort Distribution

<table>
<thead>
<tr>
<th>Entity</th>
<th>Local</th>
<th>Non-local</th>
<th>Total</th>
<th>% Local</th>
</tr>
</thead>
<tbody>
<tr>
<td>HNTB</td>
<td>$9,567,613</td>
<td>$476,923</td>
<td>$10,044,536</td>
<td>95.25%</td>
</tr>
<tr>
<td>Subconsultants</td>
<td>$6,605,751</td>
<td>$188,588</td>
<td>$6,794,338</td>
<td>97.22%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$16,173,365</strong></td>
<td><strong>$665,509</strong></td>
<td><strong>$16,838,874</strong></td>
<td><strong>96.05%</strong></td>
</tr>
</tbody>
</table>

---

DBE and Local Effort Distribution

July 2014
A. Activities During Reporting Period (July 2014)

Project Management and Coordination
- Submitted invoice and progress report #60
- Maintained Project Files and electronic database system

Community Involvement
- Monitored and responded to comments on 411on281 Website and US 281 EIS email account
- Monitored social media (Facebook & Twitter)
- Continued preparing May 8, 2014 Open House summary report

Final EIS
- Continued coordination with Alamo Area MPO on updated Regional Toll Analysis
- Continued revisions to draft Preliminary Final EIS per TxDOT and FHWA comments

Draft Preferred Alternative Schematic
- Continued preparing Engineering Summary Report
- Revised draft Hydraulics & Hydrology Report per TxDOT comments

B. Activities Planned for Upcoming Month (August 2014)

Project Management and Coordination
- Submit invoice and progress report #61
- Maintain Project Files and electronic database system

Community Involvement
- Make website updates, as directed by the RMA
- Monitor and respond to comments on 411on281 Website and US 281 EIS email account
- Monitor social media (Facebook & Twitter)
A. Activities During Reporting Period (July 2014)

Task 1: Right-of-Way Mapping
- Continued boundary surveys on Right-of-Way (ROW) take parcels where Right-of-Entry (ROE) has been received
- Continued finalizing ROE for remaining tracts
- Continued working on preliminary ROW plan sheets
- Analyzed individual parcel boundaries where ROW takes are proposed
- Began writing Metes and Bounds descriptions for individual ROW takes
- Began drawing individual exhibits that correspond with individual ROW takes

B. Activities Planned for Upcoming Month (August 2014)

Task 1: Right-of-Way Mapping
- Continue boundary surveys on ROW take parcels where ROE has been received
- Continue finalizing ROE for remaining tracts
- Continue working on preliminary ROW plan sheets
- Continue analyzing individual parcel boundaries where ROW takes are proposed
- Continue writing Metes and Bounds descriptions for individual ROW takes
- Continue drawing individual exhibits that correspond with individual ROW takes

C. Problems/Delays Encountered and Remedial Actions Needed and/or Exercised to Alleviate the Same
- None

D. Safety Performance
- Working safely; no safety incidents or issues
Project Authorization No. 5
Progress Report No. 5

Progress for period: July 1, 2014 through July 31, 2014

ACTIVITIES COMPLETED IN THIS PERIOD:

Task 1.0 – Project Management, Coordination, and Administration
- Continued PA #5 activities. Performed project management functions including: identifying and assigning resources to perform the work, communicating roles and responsibilities, supervising the performance of the work, and communication/meetings with RMA/TxDOT personnel on the direction and progress of the work.
- Held bi-weekly internal Team calls to discuss project progress/issues.
- Held bi-weekly project call with TxDOT and RMA.
- Continued Project Record filing.

Task 2.0 – Public Awareness, Involvement, and Education
- Continued working on proposed project website revisions for RMA review and approval.

Task 3.0 – Draft Environmental Document
- Completed a draft of the “Purpose and Need” including No-Build condition data from traffic analysis. Traffic modeling efforts continue for future traffic scenarios.
- Continued “Affected Environment” chapter of the environmental document, including socioeconomics, environmental justice and project specific toll analyses.
- Initiated set up of noise model based on initial traffic results and preliminary horizontal and vertical geometry.
- Drafted Environmental Scope Checklist.

Task 5.0 – Engineering

Traffic
- Revised and updated traffic models based on latest proposed engineering line diagram and coordination with TxDOT.
- Completed loading revised volumes into traffic models.
- Developed initial build alternative model.
- Initiated coordination with engineering geometry based on preliminary model results.

Drainage
- Finalizing hydrologic models and back-checking hydrologic models.
- Completed hydraulic modeling for major crossings. Based on initial modeling efforts, several structures will require upsizing.
- Continuing hydraulic impact analysis & retention requirements, pending final surfaces.
- Developed conceptual combinations of in-line and surface detention within existing Right of Way at each crossing
- Continuing preparation of drainage report.
- Received and incorporated (where applicable) plans from TxDOT (John Bryant) for existing water quality BMPs and HazMat devices.
- Conducted site visits to four existing BMPs to confirm drainage areas and expansion potential.
- Completed preliminary estimates of load reduction requirements for new impervious areas above the Edwards Aquifer Recharge and Contributing Zones, as well as BMP/HazMat basin sizing and load treatment capacity.
- Coordinated with drainage for future analysis of combination water quality and storm water features.
- Draft report on recommendations for compliance with water pollution abatement plan requirements completed and submitted for internal review.

**Mapping and Survey**
- Delivered complete 2D, 3D electronic files.
- Delivered complete aerial ortho-photography.

**Geometric Schematic**
- Coordinated with TxDOT regarding adjustments to line diagram, developing multiple scenarios for specific locations.
- Incorporating modifications based on initial traffic volume results.
- Provided TxDOT with adjustments at Bandera Rd., Hausman, IH10 and O’Conner.
- Updated line diagram based on traffic results and TxDOT coordination.
- Began development of proposed guide signs.
- Continued development of layout sheets for schematics and plan view / public meeting displays.
- Coordinated with drainage effort to develop new impervious surfaces based on proposed geometry.
- Developed more detailed geometry of alternative ideas for specific locations based on coordination with TxDOT.
### ALAMO REGIONAL MOBILITY AUTHORITY
### BALANCE SHEET
### AS OF JULY 31, 2014
### (unaudited)

<table>
<thead>
<tr>
<th>Assets</th>
<th>June 30, 2014</th>
<th>Change</th>
<th>July 31, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Current Assets</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash &amp; Cash Equivalents</td>
<td>$11,628,668</td>
<td>$928,452</td>
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<tr>
<td>Grants Receivable</td>
<td>132,933</td>
<td>(54,540)</td>
<td>78,393</td>
</tr>
<tr>
<td>Construction in Progress</td>
<td>139,560,416</td>
<td>227,174</td>
<td>139,787,590</td>
</tr>
<tr>
<td><strong>Total Assets</strong></td>
<td>$151,322,017</td>
<td>$1,101,086</td>
<td>$152,423,103</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Liabilities</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounts Payable</td>
<td>$</td>
<td>- $</td>
<td>$</td>
</tr>
<tr>
<td>Accrued Liabilities</td>
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<td>(52,230)</td>
<td>16,279</td>
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<tr>
<td><strong>Loans Payable</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Bexar County Loan 1</td>
<td>250,000</td>
<td>-</td>
<td>250,000</td>
</tr>
<tr>
<td>Bexar County Loan 2</td>
<td>500,000</td>
<td>-</td>
<td>500,000</td>
</tr>
<tr>
<td>City of San Antonio 1</td>
<td>500,000</td>
<td>-</td>
<td>500,000</td>
</tr>
<tr>
<td>TxDOT FAA 1</td>
<td>913,890</td>
<td>-</td>
<td>913,890</td>
</tr>
<tr>
<td>TxDOT FAA 2</td>
<td>4,542,185</td>
<td>-</td>
<td>4,542,185</td>
</tr>
<tr>
<td>TxDOT FAA 3</td>
<td>128,714</td>
<td>-</td>
<td>128,714</td>
</tr>
<tr>
<td>TxDOT FAA 5</td>
<td>12,390,000</td>
<td>-</td>
<td>12,390,000</td>
</tr>
<tr>
<td>Accrued Interest</td>
<td>398,513</td>
<td>4,256</td>
<td>402,768</td>
</tr>
<tr>
<td><strong>Deferred Revenue</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TxDOT ARMA Grant2</td>
<td>3,585,441</td>
<td>(237,245)</td>
<td>3,348,197</td>
</tr>
<tr>
<td><strong>Total Liabilities</strong></td>
<td>$23,277,251</td>
<td>(285,219)</td>
<td>$22,992,032</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Net Position</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Unrestricted</td>
<td>(1,131,343)</td>
<td>1,159,587</td>
<td>28,245</td>
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<tr>
<td><strong>Total Net Position</strong></td>
<td>$128,044,765</td>
<td>$1,386,305</td>
<td>$129,431,070</td>
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</table>

| Total Liabilities and Net Position | $151,322,017 | $1,101,086 | $152,423,103 |

*decimals not shown on above amounts
source: gl 291 ran 8/7/14 for JULY 14

H:\RMA\Financial Reports\fy14\1407 July\GL291 op versus nonop July 14\balance sheet
Alamo Regional Mobility Authority  
San Antonio, Texas  

Statement of Revenues, Expenses, and Changes in Net Assets  
as of JULY 30, 2014

### Operating Revenues
- Refund prior year expense: $5,222

Total operating revenues: $5,222

### Operating Expenses
- Payroll and payroll related expenses: $12,668
- Travel and conferences: $2,985
- Professional services: $36,500
- Contracted Services: $57
- Banking Fees: $3,134
- Legal Services: $21,874
- Memberships: $2,170
- Office rent: $206,251
- Equipment rental, maintenance, and depreciation: $10,444
- Sponsored events: $216
- Indemnification Expense: $977
- Liability insurance: $2,983
- Telephone and Internet Service: $2,217
- Miscellaneous: $575
- Supplies and postage: $417

Total operating expenses: $303,466

Operating gain/(loss): $(298,245)

### Nonoperating Revenues (Expenses)
- Vehicle registration revenues: $7,050,050
- State grant revenue: $752,027
- Interest income: $1,330
- Transfer of asset to other entity: $(7,651,761)
- Interest expense: $(41,020)

Total nonoperating revenues (expenses): $110,626

Decrease in net assets before capital contributions: $(187,619)

Capital contributions: $2,135,329

Change in net assets: $1,947,710

Net assets at beginning of year: $127,483,360

Net assets at end of JULY: $129,431,070

*decimals not shown on above amounts
source: gl 291 ran 8/7/14 for JULY 2014
## Alamo Regional Mobility Authority

### Project Costs (Capitalized and Non-Capitalized)

**As of July 31, 2014**

<table>
<thead>
<tr>
<th>Capitalized Costs</th>
<th>U.S. 281 North</th>
<th>U.S. 281 EIS</th>
<th>U.S. 281/1604 Interchange</th>
<th>Loop 1604 EA</th>
<th>Loop 1604 Project</th>
<th>I-35 Project</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bexar County Loan II</td>
<td>$ 2,579</td>
<td>$ 431</td>
<td>$ 170</td>
<td>-</td>
<td>$ 3,829</td>
<td>-</td>
<td>$ 7,009</td>
</tr>
<tr>
<td>City of San Antonio Loan I</td>
<td>25,368</td>
<td>472</td>
<td>84</td>
<td>-</td>
<td>16,023</td>
<td>-</td>
<td>41,447</td>
</tr>
<tr>
<td>TxDOT Loan FAA5</td>
<td>-</td>
<td>1,113</td>
<td>445,770</td>
<td>9,511,576</td>
<td>379,907</td>
<td>-</td>
<td>10,338,366</td>
</tr>
<tr>
<td>TxDOT/MPO ARRA US281N-Loop 1604 Interchange</td>
<td>-</td>
<td>-</td>
<td>24,710,353</td>
<td>-</td>
<td>-</td>
<td>24,710,353</td>
<td></td>
</tr>
<tr>
<td>TxDOT AG2 Grant</td>
<td>1,947,741</td>
<td>8,806,887</td>
<td>818,144</td>
<td>-</td>
<td>474,558</td>
<td>-</td>
<td>12,047,330</td>
</tr>
<tr>
<td>TxDOT Prop 12/14</td>
<td>-</td>
<td>-</td>
<td>92,596,810</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>92,596,810</td>
</tr>
<tr>
<td>TxDOT ILA</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>45,774</td>
<td>-</td>
<td>45,774</td>
</tr>
<tr>
<td>Total Capitalized Costs</td>
<td>$1,975,688</td>
<td>8,808,903</td>
<td>118,571,330</td>
<td>9,511,576</td>
<td>874,318</td>
<td>45,774</td>
<td>139,787,589</td>
</tr>
<tr>
<td></td>
<td>1,878,104</td>
<td>8,680,669</td>
<td>118,570,430</td>
<td>9,511,120</td>
<td>874,318</td>
<td>45,774</td>
<td>139,560,415</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Non-Capitalized</th>
<th>U.S. 281 North</th>
<th>U.S. 281 EIS</th>
<th>U.S. 281/1604 Interchange</th>
<th>Loop 1604 EA</th>
<th>Loop 1604 Project</th>
<th>I-35 Project</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bexar County Loan II</td>
<td>5,659</td>
<td>9,732</td>
<td>84</td>
<td>5,115</td>
<td>1,964</td>
<td>-</td>
<td>22,555</td>
</tr>
<tr>
<td>City of San Antonio Loan I</td>
<td>5,659</td>
<td>9,732</td>
<td>886</td>
<td>5,115</td>
<td>1,964</td>
<td>-</td>
<td>23,356</td>
</tr>
<tr>
<td>TxDOT Loan FAA5</td>
<td>-</td>
<td>-</td>
<td>52,698</td>
<td>706,811</td>
<td>237,683</td>
<td>-</td>
<td>997,193</td>
</tr>
<tr>
<td>TxDOT/MPO ARRA US281N-Loop 1604 Interchange</td>
<td>-</td>
<td>-</td>
<td>959,473</td>
<td>-</td>
<td>-</td>
<td>959,473</td>
<td></td>
</tr>
<tr>
<td>TxDOT Prop 12/14</td>
<td>-</td>
<td>-</td>
<td>218,958</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>218,958</td>
</tr>
<tr>
<td>TxDOT AG2 Grant</td>
<td>926,034</td>
<td>953,427</td>
<td>2,684</td>
<td>-</td>
<td>503,585</td>
<td>-</td>
<td>2,385,730</td>
</tr>
<tr>
<td>TxDOT ILA</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>70,135</td>
<td>-</td>
<td>70,135</td>
</tr>
<tr>
<td>Total Non-Capitalized Costs</td>
<td>$ 937,353</td>
<td>972,891</td>
<td>1,234,784</td>
<td>717,041</td>
<td>745,196</td>
<td>70,135</td>
<td>4,677,399</td>
</tr>
</tbody>
</table>

Total Capitalized and Non-Capitalized Costs $2,913,041 $9,781,794 $119,806,114 $10,228,617 $1,619,513 $115,909 $144,464,988

*decimals not shown on above amounts
Source Old Sage for beginning Ind Cost and AC 290 for Lawson

H:\RMA\Financial Reports\y14\1407 July\GL291 op versus nonop July 14\July Project Cost
# ALAMO REGIONAL MOBILITY AUTHORITY

## STATEMENT OF REVENUES AND EXPENDITURES

**AS OF AND FOR THE MONTH ENDING JULY 31, 2014**

(Revised)

<table>
<thead>
<tr>
<th>Operating Revenue</th>
<th>Original Budget</th>
<th>Revised Budget</th>
<th>July Actuals</th>
<th>July Budget</th>
<th>July Variance</th>
<th>YTD Actual</th>
<th>YTD Budget</th>
<th>YTD Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Refunds</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 2,076</td>
<td>$ 2,076</td>
<td>-</td>
<td>$ 5,222</td>
<td>$ -</td>
<td>$ 5,222</td>
</tr>
<tr>
<td><strong>Total Operating Revenue</strong></td>
<td>$ -</td>
<td>$ 2,076</td>
<td>$ 5,222</td>
<td>$ 5,222</td>
<td>-</td>
<td>$ -</td>
<td>$ -</td>
<td>-</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Operating Expense</th>
<th>Original Budget</th>
<th>Revised Budget</th>
<th>July Actuals</th>
<th>July Budget</th>
<th>July Variance</th>
<th>YTD Actual</th>
<th>YTD Budget</th>
<th>YTD Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary Regular</td>
<td>-</td>
<td>73,902</td>
<td>9,042</td>
<td>9,127</td>
<td>(3,915)</td>
<td>9,042</td>
<td>10,254</td>
<td>1,212</td>
</tr>
<tr>
<td>Social Security</td>
<td>-</td>
<td>546</td>
<td>-</td>
<td>(546)</td>
<td>-</td>
<td>546</td>
<td>-</td>
<td>(546)</td>
</tr>
<tr>
<td>Medicare</td>
<td>-</td>
<td>128</td>
<td>-</td>
<td>(128)</td>
<td>-</td>
<td>(128)</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Life Insurance</td>
<td>-</td>
<td>94</td>
<td>24</td>
<td>24</td>
<td>-</td>
<td>47</td>
<td>47</td>
<td>-</td>
</tr>
<tr>
<td>Health Insurance</td>
<td>-</td>
<td>8,500</td>
<td>2,125</td>
<td>2,125</td>
<td>-</td>
<td>4,250</td>
<td>4,250</td>
<td>-</td>
</tr>
<tr>
<td>Unemployment Insurance</td>
<td>-</td>
<td>412</td>
<td>103</td>
<td>87</td>
<td>16</td>
<td>206</td>
<td>190</td>
<td>-</td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>-</td>
<td>32</td>
<td>-</td>
<td>(32)</td>
<td>32</td>
<td>-</td>
<td>(32)</td>
<td>-</td>
</tr>
<tr>
<td>Retirement</td>
<td>-</td>
<td>5,455</td>
<td>1,203</td>
<td>1,364</td>
<td>160</td>
<td>1,203</td>
<td>2,728</td>
<td>1,524</td>
</tr>
<tr>
<td>Social Security &amp; MD</td>
<td>-</td>
<td>3,933</td>
<td>923</td>
<td>923</td>
<td>-</td>
<td>1,701</td>
<td>1,847</td>
<td>146</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>$ 92,056</td>
<td>$ 10,967</td>
<td>$ 9,666</td>
<td>$ (1,302)</td>
<td>$ 12,668</td>
<td>$ 19,331</td>
<td>$ 6,663</td>
<td>-</td>
</tr>
<tr>
<td>Discretionary - Training Cert Dev-Regist</td>
<td>500</td>
<td>9,295</td>
<td>1,859</td>
<td>1,859</td>
<td>1,500</td>
<td>5,577</td>
<td>4,077</td>
<td></td>
</tr>
<tr>
<td>Discretionary - Mileage &amp; Parking</td>
<td>1,000</td>
<td>1,000</td>
<td>83</td>
<td>83</td>
<td>783</td>
<td>833</td>
<td>50</td>
<td></td>
</tr>
<tr>
<td>Discretionary - Transportation</td>
<td>750</td>
<td>750</td>
<td>63</td>
<td>63</td>
<td>702</td>
<td>625</td>
<td>77</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>$ 2,250</td>
<td>$ 11,045</td>
<td>$ 2,005</td>
<td>$ 2,005</td>
<td>$ 2,955</td>
<td>$ 7,035</td>
<td>$ 4,050</td>
<td>-</td>
</tr>
<tr>
<td>Professional Services</td>
<td>71,500</td>
<td>71,500</td>
<td>5,958</td>
<td>5,958</td>
<td>36,500</td>
<td>59,583</td>
<td>23,883</td>
<td></td>
</tr>
<tr>
<td>Contracted Services</td>
<td>1,700</td>
<td>1,700</td>
<td>142</td>
<td>142</td>
<td>57</td>
<td>1,417</td>
<td>1,361</td>
<td></td>
</tr>
<tr>
<td>Banking Fees</td>
<td>3,684</td>
<td>3,684</td>
<td>337</td>
<td>367</td>
<td>3,134</td>
<td>3,070</td>
<td>(64)</td>
<td></td>
</tr>
<tr>
<td>Legal Services</td>
<td>-</td>
<td>-</td>
<td>7,052</td>
<td>(7,052)</td>
<td>21,874</td>
<td>-</td>
<td>-</td>
<td>(21,874)</td>
</tr>
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<td>Printing and Binding</td>
<td>2,250</td>
<td>2,250</td>
<td>188</td>
<td>188</td>
<td>1,875</td>
<td>1,875</td>
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</tr>
<tr>
<td>Membership Fees</td>
<td>4,075</td>
<td>4,075</td>
<td>340</td>
<td>340</td>
<td>2,170</td>
<td>3,396</td>
<td>1,226</td>
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<tr>
<td>Accreditation &amp; Certification</td>
<td>500</td>
<td>500</td>
<td>42</td>
<td>42</td>
<td>417</td>
<td>417</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dues &amp; Subscriptions</td>
<td>125</td>
<td>125</td>
<td>10</td>
<td>10</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Rental Expenses</td>
<td>94,800</td>
<td>207,200</td>
<td>-</td>
<td>-</td>
<td>206,251</td>
<td>207,200</td>
<td>949</td>
<td></td>
</tr>
<tr>
<td>Copier Rental &amp; Expense</td>
<td>-</td>
<td>-</td>
<td>1,005</td>
<td>(1,005)</td>
<td>10,444</td>
<td>(10,444)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sponsored Events</td>
<td>-</td>
<td>-</td>
<td>16</td>
<td>(16)</td>
<td>216</td>
<td>-</td>
<td>(216)</td>
<td></td>
</tr>
<tr>
<td>Indemnification Expense</td>
<td>1,050</td>
<td>1,050</td>
<td>88</td>
<td>88</td>
<td>977</td>
<td>875</td>
<td>(102)</td>
<td></td>
</tr>
<tr>
<td>Storage</td>
<td>5,000</td>
<td>5,000</td>
<td>417</td>
<td>417</td>
<td>4,167</td>
<td>4,167</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Liability Insurance</td>
<td>26,000</td>
<td>28,000</td>
<td>1,667</td>
<td>1,613</td>
<td>2,983</td>
<td>16,667</td>
<td>13,684</td>
<td></td>
</tr>
<tr>
<td>Telephone and Internet Service</td>
<td>12,265</td>
<td>12,265</td>
<td>1,022</td>
<td>1,022</td>
<td>2,217</td>
<td>16,221</td>
<td>13,004</td>
<td></td>
</tr>
<tr>
<td>Repairs and Maintenance - Computer Software</td>
<td>500</td>
<td>500</td>
<td>42</td>
<td>42</td>
<td>417</td>
<td>417</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>575</td>
<td>-</td>
<td>(575)</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>$ 217,449</td>
<td>$ 329,849</td>
<td>$ 8,465</td>
<td>$ 10,233</td>
<td>$ 287,397</td>
<td>$ 309,409</td>
<td>$ 22,012</td>
<td>-</td>
</tr>
<tr>
<td>Office Supplies</td>
<td>1,000</td>
<td>1,000</td>
<td>83</td>
<td>83</td>
<td>390</td>
<td>833</td>
<td>443</td>
<td></td>
</tr>
<tr>
<td>Postage</td>
<td>500</td>
<td>500</td>
<td>42</td>
<td>42</td>
<td>27</td>
<td>417</td>
<td>390</td>
<td></td>
</tr>
<tr>
<td>Minor Equipment &amp; Machinery</td>
<td>13,379</td>
<td>13,379</td>
<td>1,115</td>
<td>1,115</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>$ 14,879</td>
<td>$ 14,879</td>
<td>$ 1,240</td>
<td>$ 1,240</td>
<td>$ 417</td>
<td>$ 12,399</td>
<td>$ 11,949</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Operating Expense</strong></td>
<td>$ 234,578</td>
<td>$ 355,721</td>
<td>$ 19,432</td>
<td>$ 13,468</td>
<td>$ 5,003</td>
<td>$ 303,466</td>
<td>$ 328,843</td>
<td>$ 38,045</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Non Operating Revenue &amp; Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Non Operating Revenues</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transfer of asset to other entity</td>
</tr>
<tr>
<td>Interest Expense Bexar County COSA Loans</td>
</tr>
<tr>
<td>Bexar County Loan Repayment</td>
</tr>
<tr>
<td>COSA Loan Repayment</td>
</tr>
<tr>
<td><strong>Total Non Operating Expenses</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Excess (Deficiency) of Non Operating Revenue Over (Under) Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>8,961,950</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Excess (Deficiency) of Revenue Over (Under) Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>8,727,372</td>
</tr>
</tbody>
</table>

*Decimals not shown on above amounts*  

Source: gl 291 ran 8 7 14 for JULY 2014
Board Memorandum

To: Alamo RMA Board of Directors
From: David Smith, Executive Director
Copies: File
Date: Thursday, August 21, 2014

Agenda Item 4: Discussion and appropriate action approving of two resolutions regarding Alamo RMA primacy on:
   a) US 281 Improvement Project
   b) IH 10 Expansion Project

(Brian Cassidy)
GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
ALAMO REGIONAL MOBILITY AUTHORITY

RESOLUTION NO. 14 - ___

WAIVING CERTAIN OPTIONS UNDER CHAPTER 373, TRANSPORTATION CODE,
RELATING TO DEVELOPMENT OF ADDITIONAL CAPACITY IN THE US 281
CORRIDOR IN BEXAR COUNTY

WHEREAS, the Alamo Regional Mobility Authority ("Alamo RMA") and the Texas
Department of Transportation ("TxDOT") are interested in jointly developing tolled
improvements in the form of managed lanes in the US 281 corridor from Loop 1604 to the Bexar
County line (the "281 Project"); and

WHEREAS, the Alamo RMA and TxDOT have determined that developing the 281 Project will
increase mobility, improve safety, and decrease congestion in the region; and

WHEREAS, under Section 373.052, Transportation Code, Alamo RMA has the first option to
develop, finance, construct, and operate any new toll project located in the territory of the
authority; and

WHEREAS, under Section 373.055(a), Transportation Code, Alamo RMA may at any time
waive or decline to exercise any option, step, or other right under Subchapter B, Chapter 373,
Transportation Code, that solely benefits the authority; and

WHEREAS, the Alamo RMA Board of Directors previously adopted Resolution No. 07-29
exercising its option to develop the 281 Project under laws and procedures which pre-dated the
enactment of Section 373.052, et seq., of the Transportation Code; and

WHEREAS, the Alamo RMA and TxDOT have tentatively agreed to a joint project development
plan, wherein Alamo RMA would secure project funding and ultimately own and operate the 281
Project, and TxDOT would serve as Alamo RMA’s project agent and would be responsible for
procuring and providing oversight of a design/build contract; and

WHEREAS, to facilitate timely and efficient completion of the 281 Project, the Executive
Director recommends that the Alamo RMA rescind the previous exercise of its option to develop
the 281 Project (as reflected in Resolution No. 07-29), and waive and decline to exercise its
option under Section 373.052, Transportation Code to develop and construct tolled capacity in
the 281 Project, but retain its right and obligation to finance and operate the 281 Project,

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby rescinds the
previous action taken to exercise rights to develop the 281 Project as reflected in Resolution No.
07-29; and
BE IT FURTHER RESOLVED, that the Board of Directors waives and declines to exercise the Alamo RMA’s option to develop and construct the 281 Project from Loop 1604 to the Bexar County line; and

BE IT FURTHER RESOLVED, that the Board of Directors hereby retains and does not waive the Alamo RMA’s option under Chapter 373, Transportation Code, to finance and operate any managed lanes in the 281 Project and to retain the revenues generated therefrom; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized to initiate negotiations with TxDOT for agreements under Chapter 373, Transportation Code, and other applicable law, for (i) TxDOT to serve as Alamo RMA’s project agent and to design, develop, and construct the 281 Project through a design/build contract with the benefit of input from, and collaboration with, the Alamo RMA; and (ii) for the Alamo RMA to own and operate the managed lanes in the 281 Project, and to retain the revenues generated therefrom; and

BE IT FURTHER RESOLVED, that the Executive Director will bring the proposed agreements to the Board for its consideration and action; and

BE IT FURTHER RESOLVED, that the Executive Director is directed to provide a copy of this resolution to the Texas Department of Transportation on behalf of Alamo RMA.

Adopted by the Board of Directors of the Alamo Regional Mobility Authority on the ___ day of August, 2014.

Submitted and reviewed by:                               Approved:

David Smith                                                John Clamp
Executive Director                                         Chairman, Board of Directors
Alamo Regional Mobility Authority                           Resolution No. 14-___
                                                          Date Passed:  August _____, 2014
GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
ALAMO REGIONAL MOBILITY AUTHORITY

RESOLUTION NO. 14 - _____

WAIVING CERTAIN OPTIONS UNDER CHAPTER 373, TRANSPORTATION CODE,
RELATING TO DEVELOPMENT OF ADDITIONAL CAPACITY ON A PORTION OF
IH 10 IN BEXAR COUNTY

WHEREAS, the Alamo Regional Mobility Authority ("Alamo RMA") and the Texas
Department of Transportation ("TxDOT") are interested in jointly developing tolled
improvements in the form of managed lanes on IH 10 from Loop 1604 to Ralph Fair Road (the
"IH 10 Project"); and

WHEREAS, the Alamo RMA and TxDOT have determined that developing the IH 10 Project
will increase mobility, improve safety, and decrease congestion in the region; and

WHEREAS, under Section 373.052, Transportation Code, Alamo RMA has the first option to
develop, finance, construct, and operate any new toll project located in the territory of the
authority; and

WHEREAS, under Section 373.055(a), Transportation Code, Alamo RMA may at any time
waive or decline to exercise any option, step, or other right under Subchapter B, Chapter 373,
Transportation Code, that solely benefits the authority; and

WHEREAS, the Alamo RMA and TxDOT have tentatively agreed to a joint project development
plan, wherein Alamo RMA would secure project funding and ultimately own and operate the IH
10 Project, and TxDOT would serve as Alamo RMA’s project agent and would be responsible
for procuring and providing oversight of a design/build contract; and

WHEREAS, to facilitate timely and efficient completion of the IH 10 Project, the Executive
Director recommends that the Alamo RMA waive and decline to exercise its option under
Section 373.052, Transportation Code to develop and construct tolled managed lanes in the IH
10 Project, but retain its right and obligation to finance and operate the IH 10 Project,

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby waives and
decides to exercise the Alamo RMA’s option to develop and construct the IH 10 Project from
Loop 1604 to Ralph Fair Road in Bexar County; and

BE IT FURTHER RESOLVED, that the Board of Directors hereby retains and does not waive
the Alamo RMA’s option under Chapter 373, Transportation Code, to finance and operate any
tolled managed lanes in the IH 10 Project and to retain the revenues generated therefrom; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized to initiate negotiations
with TxDOT for agreements under Chapter 373, Transportation Code, and other applicable law,
for (i) TxDOT to serve as Alamo RMA’s project agent and to design, develop, and construct the IH 10 Project through a design/build contract with the benefit of input from, and collaboration with, the Alamo RMA; and (ii) for the Alamo RMA to own and operate the tolled managed lanes in the IH 10 Project, and to retain the revenues generated therefrom; and

BE IT FURTHER RESOLVED, that the Executive Director will bring the proposed agreements to the Board for its consideration and action; and

BE IT FURTHER RESOLVED, that the Executive Director is directed to provide a copy of this resolution to the Texas Department of Transportation on behalf of Alamo RMA.

Adopted by the Board of Directors of the Alamo Regional Mobility Authority on the ___ day of August, 2014.

Submitted and reviewed by:                                               Approved:

David Smith
Executive Director
Alamo Regional Mobility Authority

John Clamp
Chairman, Board of Directors
Resolution No. 14-___
Date Passed: August _____, 2014
Board Memorandum

To: Alamo RMA Board of Directors
From: David Smith, Executive Director
Copies: File
Date: Thursday, August 21, 2014

Agenda Item 5: Discussion and appropriate action regarding an extension of a contract with Locke Lord for professional legal services thru July 2015.
(Renee Green)
AMENDMENT TO AND SECOND EXTENSION OF
AMENDED AND RESTATED
PROFESSIONAL SERVICES AGREEMENT

This Amendment to and Second Extension of the Amended and Restated Professional Services Agreement is entered into by and between the Alamo Regional Mobility Authority, a political subdivision of the State of Texas, ("Alamo RMA") and Locke Lord LLP ("Locke Lord", formerly known as "Locke Lord Bissell & Liddell LLP") pursuant to the Alamo RMA’s authority under the Texas Transportation Code, Chapter 370.

RECITALS

WHEREAS, following a competitive procurement process, Alamo RMA previously selected Locke Lord to provide legal services and the parties executed a Professional Services Agreement dated March 16, 2005; and

WHEREAS, the initial Professional Services Agreement was replaced in its entirety by an Amended and Restated Professional Services Agreement executed by and between Alamo RMA and Locke Lord dated March 11, 2010 (the “Agreement); and

WHEREAS, Section 5.01 of the Agreement provides for an initial term of three years beginning March 11, 2010, with a potential for renewal for up to an additional two years beginning at the end of the initial term, provided that at any point during the initial term or any renewal term either Alamo RMA or Locke Lord may give written notice to the other party of termination of the Agreement; and

WHEREAS, Section 10.01 provides that the Agreement may be amended by mutual agreement of the parties; and

WHEREAS, it is the desire of the parties, pursuant to Sections 5.01 and 10.01 of the Agreement, to amend the Agreement and extend the term for a period beginning effective as of March 11, 2014 and ending on July 31, 2015.

NOW, THEREFORE, pursuant to the aforementioned recitals, and for other good and valuable consideration received, the parties agree that the term of the Amended and Restated Professional Services Agreement shall be extended until July 31, 2015, and that all other provisions of the Agreement shall remain in effect as previously set forth.

THIS AGREEMENT IS EXECUTED IN DUPLICATE ORIGINALS EACH OF WHICH HOLD FULL FORCE AND EFFECT OF AN ORIGINAL effective as of the ____ day of ________, 2014.
ALAMO REGIONAL MOBILITY AUTHORITY

BY: __________________________________________

DAVID SMITH
Executive Director

LOCKE LORD LLP

BY: __________________________________________

C. BRIAN CASSIDY
Partner
Board Memorandum

To: Alamo RMA Board of Directors
From: David Smith, Executive Director
Copies: File
Date: Thursday, August 21, 2014

Agenda Item 6: Discussion and appropriate action regarding repayment of the Alamo RMA startup loans to Bexar County in the amount of $750,000 and the City of San Antonio in the amount of $500,000. (Renee Green)
Board Memorandum

To: Alamo RMA Board of Directors  
From: David Smith, Executive Director  
Copies: File  
Date: Thursday, August 21, 2014

Agenda Item 7: Discussion of upcoming milestones for the Alamo RMA and 825 Plan. (Renee Green)
Board of Directors Meeting Milestones

August Board Meeting:
- Approval of Contract for Financial Advisors
- Approval of an extension to the contract with Locke Lord for professional legal services
- Approval of Resolution for Primacy on US 281 and IH-10
- Approval for the repayment of the Bexar County and COSA start up loans

September Board Meeting:
- Approval of the FY 2105 Operating and Capital Project Budgets
- Approval of short listed firms for the Alamo RMA GEC Services
- Approval of PDA with TxDOT for US 281 Expansion and IH-10 Expansion

October Board Meeting:
- Interviews for short listed firms for the Alamo RMA GEC Services
- Approval to negotiate selected firm(s) for GEC Services
- Results of the Banking Services RFP Responses

November Board Meeting (NO MEETING):

December Board Meeting (early December):
- Approval of Contract(s) for Alamo RMA GEC Services
- Approval of Banking Services Contract

January Board Meeting:
- Resolution to apply for SIB Loan
- Approval of the RFQ for Toll Equipment/Systems for US 281 Expansion Project
**Milestones For the Alamo RCA & the 825 Plan**

8/5/14

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**PROJECT-US 281 Expansion: Loop 1604 to County Line**

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**PROJECT-IH-10 Expansion: Loop 1604 to Ralph Fair**

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**PROJECT-Loop 1604: FM 1957 (Potranco) to US 90**

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**PROJECT-Loop 1604: FM 471 (Culebra) to FM 1957 (Potranco)**

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* Agreement may be approved much earlier than the date shown. Date on this timeline reflects the latest an agreement could be approved without delaying the project.
Board Memorandum

To: Alamo RMA Board of Directors  
From: David Smith, Executive Director  
Copies: File  
Date: Thursday, August 21, 2014

Agenda Item 8: Discussion and appropriate action regarding approval of a professional services contract with Estrada-Hinojosa for the provision of financial advisor services to the Alamo RMA. (Seth McCabe)

On June 20, 2014 at the Alamo RMA Board of Directors meeting, the board authorized the Executive Director to negotiate a contract with Estrada-Hinojosa.

On March 17, 2014, at the request of the Alamo RMA Board of Directors, a Request for Proposals for Financial Advisory Services was released by the Alamo RMA. The deadline for proposals was April 17, 2014. A total of four firms responded to the request. At the April 29th meeting the Alamo RMA Board of Directors provided direction on the interview process and requested that all firms be allotted time for an interview. Interviews for each of the firms were conducted at the May 30th meeting.

This item will allow for the Board to approve a professional services contract with Estrada-Hinojosa for financial advisor services.
ALAMO REGIONAL MOBILITY AUTHORITY

AGREEMENT FOR

FINANCIAL ADVISORY SERVICES

THIS AGREEMENT for Financial Advisory Services (the "Agreement") is made and entered into by and between the ALAMO REGIONAL MOBILITY AUTHORITY, hereinafter referred to as the "ARMA", and ESTRADA HINOJOSA & COMPANY, INC., hereinafter referred to as the "Financial Advisor", effective as of the date executed by the ARMA as set forth on the signature page hereof.

WITNESSETH:

WHEREAS, the ARMA will have under consideration from time to time the authorization and issuance of indebtedness in amounts and forms which cannot presently be determined and, in connection with the authorization, sale, issuance and delivery of such indebtedness, the ARMA desires to retain an independent financial advisor; and

WHEREAS, the ARMA desires to obtain the professional services of the Financial Advisor to advise the ARMA regarding financial issues affecting the ARMA and its operations and regarding the issuance and sale of indebtedness or debt obligations that may be authorized and issued or otherwise created or assumed by the ARMA (hereinafter referred to collectively as the "Debt Instruments") from time to time during the period in which this Agreement shall be effective; and

WHEREAS, the ARMA issued a request for proposals ("RFP") to solicit responses from firms interested in providing financial advisory services and Financial Advisor was among the respondents; and

WHEREAS, based on the representations and experience reflected in the response to the RFP submitted by Financial Advisor as well as information provided during an interview with the ARMA Board of Directors, the Board of Directors selected Financial Advisor as the best qualified firm to provide it with financial advisory services; and

WHEREAS, the Financial Advisor is willing to provide its professional services as financial advisor for the ARMA, subject to the terms of this Agreement.

NOW, THEREFORE, the ARMA and the Financial Advisor, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

SECTION I
DESCRIPTION OF SERVICES

Upon the request of an authorized representative of the ARMA, the Financial Advisor agrees to perform the financial advisory services stated in the following provisions of this Section I; and for having rendered such services, the ARMA agrees to pay to the Financial Advisor the compensation as provided in Section V hereof.
A. General Financial Advisory Services. At the direction of ARMA, the Financial Advisor shall:

1. Assessment. Assess the financial resources and overall financial condition of the ARMA to determine the extent of its capacity to authorize, issue and service any planned or proposed Debt Instruments. This assessment will include an analysis of any existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service, including reserves which may be provided from local governments within the ARMA's jurisdictional boundaries and including vehicle registration fee revenues made available by previous action of the Bexar County Commissioners Court. In the event revenues of existing or projected facilities operated by the ARMA are to be pledged to repayment of the Debt Instruments then under consideration, the assessment will take into account any outstanding indebtedness payable from the revenues thereof, additional revenues to be available from any proposed toll rate or other user fee increases, and additional revenues, as reasonably projected by consulting engineers employed by the ARMA, resulting from improvements to be financed by the Debt Instruments under consideration. The assessment will also include consultation and research on various tax related issues such as arbitrage and other related ARMA financing challenges and evaluation of new financing techniques and instruments.

2. Future Financings. Consider and analyze future financing needs as projected by the ARMA's staff and consulting engineers or other experts, if any, employed by the ARMA. Upon request, assist in identifying and obtaining new sources of funding for capital needs of the ARMA such as may be available from open market leasing, state and/or federal grants, and/or incentive programs.

3. Recommendations for Debt Instruments. On the basis of the information developed by the assessment described above, the Financial Advisor's experience, and other information available, submit to the ARMA recommendations regarding the Debt Instruments under consideration, including recommendations as to the date of issue, interest payment dates, schedule of principal maturities, options of prior payment, security provisions, and such other provisions as may be appropriate in order to make the issue attractive to investors while achieving the objectives of the ARMA. All recommendations will be consistent with the goal of designing the Debt Instruments to be sold on terms which are advantageous to the ARMA, including the lowest interest cost consistent with all other considerations.

4. Market Information. Advise the ARMA of current bond market conditions, other related forthcoming bond issues, economic data, and other information which might normally be expected to influence interest rates or bidding conditions so that the date of sale of the Debt Instruments may be set at a favorable time.

5. Review of Unsolicited Proposals. Assist the ARMA in analyzing unsolicited proposals the authority may receive related to project development and/or financing.

6. Preparation, Review and Related Analyses of various solicitations by ARMA. Review and analyze proposed solicitations by the ARMA for goods, services, and resources related to financing, and project development and/or operations; prepare solicitations when requested.
7. **ARMA Meetings.** When requested, attend meetings of the ARMA board of directors, its committees, staff meetings, and other meetings pertaining to the business of the ARMA.

B. **Debt Management and Financial Implementation.** At the direction of the ARMA, the Financial Advisor shall:

1. **Method of Sale.** Evaluate the particular financing being contemplated, giving consideration to the complexity, market acceptance, rating, size and structure in order to make a recommendation as to an appropriate method of sale, and:

   a. If the Debt Instruments are to be sold by an advertised competitive sale, the Financial Advisor will:

      (1) Supervise the sale of Debt Instruments;

      (2) Assist the staff of the ARMA in coordinating the receipt of bids, the safekeeping of good faith checks and the tabulation and comparison of submitted bids; and

      (3) Advise the ARMA regarding the best bid and provide advice regarding acceptance or rejection of the bids.

   b. If the Debt Instruments are to be sold by negotiated sale, the Financial Advisor will:

      (1) Assist with the preparation and mailing of the request for qualifications to provide financial underwriting services and an in-depth evaluation of qualifications submitted

      (2) Recommend for the ARMA's consideration one or more investment banking firms as managers of an underwriting syndicate for the purpose of negotiating the purchase of the Debt Instruments.

      (3) Cooperate with and assist any selected managing underwriter and their counsel in connection with their efforts to prepare any Official Statement or Offering Memorandum. The Financial Advisor will cooperate with and assist the underwriters in the preparation of a bond purchase contract, an underwriter's agreement, and other related documents. The costs incurred in such efforts, including the printing of the documents, will be paid in accordance with the terms of the ARMA's agreement with the underwriters, but shall not be or become an obligation of the Financial Advisor, except to the extent specifically provided otherwise in this Agreement or assumed in writing by the Financial Advisor.

      (4) Assist the staff of the ARMA in the safekeeping of any good faith checks and provide a cost comparison, for both expenses and interest which are suggested by the underwriters, to the then current market.
2. **Offering Documents.** Coordinate the preparation of the notice of sale and bidding instructions, preliminary official statement, official statement, official bid form and such other documents as may be required, and submit all such documents to the ARMA for review and approval. After such review and approval, the Financial Advisor shall provide the ARMA with a supply of all such documents sufficient to meet its needs and distribute by mail or, where appropriate, by electronic delivery, sets of the same to prospective purchasers of the Debt Instruments. Also, the Financial Advisor shall provide copies of the final Official Statement to the purchaser of the Debt Instruments in accordance with the Notice of Sale and Bidding Instructions.

3. **Credit Ratings.** Make recommendations to the ARMA as to the advisability of obtaining a credit rating, or ratings, for the Debt Instruments and, when directed by the ARMA, coordinate the preparation of such information as may be appropriate for submission to the rating agency, or agencies. In those cases where the advisability of personal presentation of information to the rating agency, or agencies, may be indicated, the Financial Advisor will arrange for such personal presentations, utilizing such composition of representatives from the ARMA as may be finally approved or directed by the ARMA.

4. **Trustee, Financial Printer, Paying Agent, Registrar.** Upon request, advise the ARMA in the selection of a Trustee, financial printers, and/or Paying Agent/Registrar for the Debt Instruments, and assist in the negotiation of agreements pertinent to these services and the fees incident thereto.

5. **Due Diligence Investigations.** When requested, advise, inform and assist the ARMA with performing due diligence investigations with respect to firms that the ARMA may contemplate utilizing in a financing transaction. Such due diligence shall include matters pertaining to the investigation of a firm’s alleged or confirmed financial misconduct, securities violations, financial health, regulatory investigation(s), or other financial diligence.

6. **Financial Publications.** When appropriate, advise financial publications of the forthcoming sale of the Debt Instruments and provide them with all pertinent information.

7. **Consultants.** After consulting with and receiving directions from the ARMA, arrange for such reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the Debt Instruments.

8. **Auditors.** In the event formal verification by an independent CPA firm of any calculations incident to the Debt Instruments is required and upon receipt of authorization from the ARMA, make arrangements for such services.

9. **Traffic and Revenue Studies.** Review and provide analysis associated with traffic and revenue studies and any other related work as such studies pertain to potential issuances of Debt Instruments, impacts of toll rates and toll rate adjustments, and other aspects of project funding and operations.

10. **Presentations to Other Entities.** Represent the ARMA and make presentations to the Texas Department of Transportation (“TxDOT”), the Federal Highway Administration (“FHWA”), and
other entities as needed.

11. **Printing.** To the extent authorized by the ARMA, coordinate all work incident to printing of the offering documents and the Debt Instruments.

12. **Legal Counsel.** Coordinate with general counsel and bond counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of Debt Instruments provided that the Financial Advisor shall not authorize or direct any legal counsel to undertake any work without approval of the ARMA.

13. **Changes in Laws.** Provide to the ARMA copies of proposed or enacted changes in federal and state laws, rules and regulations having, or expected to have, a significant effect on the municipal bond market of which the Financial Advisor becomes aware in the ordinary course of its business, it being understood that the Financial Advisor does not and may not act as an attorney for, or provide legal advice or services to the ARMA.

14. **Delivery of Debt Instruments.** As soon as a bid or purchase agreement for the Debt Instruments is accepted by the ARMA, coordinate the efforts of all concerned to the end that the Debt Instruments may be delivered and paid for as expeditiously as possible and assist the ARMA in the preparation or verification of final closing figures incident to the delivery of the Debt Instruments.

15. **Debt Service Schedule: Authorizing Resolution.** After the closing of the sale and delivery of the Debt Instruments, deliver to the ARMA a schedule of annual debt service requirements for the Debt Instruments and in coordination with bond counsel, assure that the paying agent/registrar and/or trustee has been provided with a copy of the authorizing ordinance, order or resolution.

16. **Fee Report.** As may be requested, develop a report within sixty (60) days of completing each debt issuance detailing fees received by all parties involved in any sale of debt of the ARMA.

**SECTION II**

**OTHER AVAILABLE SERVICES**

In addition to the services set forth and described in Section I herein above, the Financial Advisor agrees to make available to the ARMA additional services, when so requested by the ARMA and subject to the agreement by the ARMA and the Financial Advisor regarding the compensation, if any, to be paid for such services, it being understood and agreed that the services set forth in this Section II shall require further agreement as to the compensation to be received by the Financial Advisor for such services. Such additional services may include, but are not limited to:

1. **Exercising Calls and Refunding.** Continually monitor the feasibility of refunding opportunities and provide advice and assistance with regard to exercising any call and/or refunding of any outstanding Debt Instruments.

2. **Escrow Structuring, Bidding and Subscribing.** Structure debt defeasance escrows and bid/subscribe for escrow securities in compliance with prevailing tax law or guidance.
3. Capital Improvements Programs. Provide advice and assistance in the development of any capital improvements programs of the ARMA.

4. Long-Range Planning. Provide advice and assistance in the development of other long-range financing plans of the ARMA, which may include the ARMA long range financial forecast or a long-term debt financing plan.

5. Post-Sale Services. Subsequent to the sale and delivery of Debt Instruments, review the transaction and transaction documentation with legal counsel for the ARMA, bond counsel, auditors and other experts and consultants retained by the ARMA and assist in developing appropriate responses to legal processes, audit procedures, inquiries, internal reviews and similar matters.

6. SEC Rule Compliance. Advise and assist the ARMA in complying with and preparing continuing disclosure of financial information and operating data pursuant to all Securities and Exchange Commission (“SEC”) rules. Routine annual filings will be completed for $3,500 per year while undertakings of other filings will be completed on an hourly basis and as necessary, subject to the prior written authorization of the ARMA Executive Director or their designee.

7. Additional Services. Financial Advisor and ARMA can agree to negotiate for the performance by Financial Advisor of other services not otherwise addressed in this Agreement on mutually agreeable terms and on a case by case basis.

**SECTION III**

**TERM OF AGREEMENT**

This Agreement shall become effective as of the date executed by the ARMA as set forth on the signature page hereof and, unless terminated by either party pursuant to Section IV of this Agreement, shall remain in effect for two (2) years therefrom. The term of this Agreement may be extended for one (1) additional year pursuant to the agreement of the parties and approval of the extension by the ARMA Board of Directors.

**SECTION IV**

**TERMINATION**

This Agreement may be terminated with or without cause by the ARMA or the Financial Advisor upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. In the event of such termination, it is understood and agreed that only the undisputed amounts due the Financial Advisor for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

**SECTION V**

**COMPENSATION AND EXPENSE REIMBURSEMENT**

The fees due to the Financial Advisor for the services set forth and described in Section I of this Agreement with respect to each issuance of Debt Instruments during the term of this Agreement shall be
calculated in accordance with the schedule set forth on Appendix A attached hereto. Unless specifically provided otherwise on Appendix A or in a separate written agreement between the ARMA and the Financial Advisor, such fees, together with any other fees as may have been mutually agreed upon and all expenses for which the Financial Advisor is entitled to reimbursement, shall become due and payable concurrently with the receipt of consideration for the Debt Instruments from the purchasers.

Notwithstanding anything in this Agreement to the contrary, project financing which consists solely of a TxDOT grant of financial assistance or loan (including a State Infrastructure Bank ("SIB") loan), or a combination of TxDOT grant and loan, shall not be considered the issuance of a Debt Instrument for purposes of determining compensation under Appendix A (but shall be considered a Debt Instrument for all other purposes of this Agreement). Provided that the ARMA Executive Director or their designee has authorized the Financial Advisor, in advance and in writing, to pursue work related to securing a TxDOT grant or loan, the Financial Advisor shall be compensated based on time spent in pursuit of the TxDOT grant or loan at the hourly rates set forth in Appendix A. The Financial Advisor must maintain and submit invoices detailing, with reasonable specificity, the work performed, time incurred, the individual performing the work, and their associated billing rate. The ARMA Executive Director or their designee may establish, at or near the time the work is authorized, a maximum fee for work related to a specific TxDOT grant or loan, in which case the fee for such work may not exceed that amount. In addition, other work requested or directed, in writing, by the ARMA Executive Director or their designee related to analyses of financing options, potential financing tools, or pursuit of other sources of funding will, unless combined with a transaction involving the issuance of a Debt Instrument, be compensated on an hourly basis in a manner consistent with the provisions of this paragraph.

For transactions which involve a combination of a TxDOT grant or loan (or other funding sources pursued through hourly work efforts as set forth above) and the issuance of Debt Instruments, the principal amount of the TxDOT grant and/or loan (or other funding sources pursued through hourly work efforts) shall be added to the amount of Debt Instruments issued for purposes of determining the fee to be paid pursuant to the Per Debt Issuance Fee Table shown in Appendix A, subject to the requirement that all hourly fees associated with the TxDOT grant or loan (regardless of when incurred) will be credited against the amount due per the Per Debt Issuance Fee Table (in addition to the crediting of other fees incurred within three (3) months prior to the closing).

Payments due to the Financial Advisor shall be made to:

Estrada Hinojosa & Company, Inc.
100 West Houston Street, Suite 1400
San Antonio, TX 78205

SECTION VI
COVENANTS OF THE PARTIES

1. **Covenants of ARMA.** Upon reasonable request from Financial Advisor, the ARMA will provide or cause to be provided to Financial Advisor information relating to the ARMA relating to matters necessary for Financial Advisor to perform its duties hereunder. The ARMA acknowledges that Financial Advisor shall be entitled to reasonably rely upon the accuracy of such information provided by or on behalf of the ARMA, provided that Financial Advisor shall review and assess the accuracy of such
information and shall not be entitled to rely on information that is within the scope of Financial Advisor's expertise and which Financial Advisor knows, or has reason to know, is inaccurate or requires further investigation.

2. **Covenants of Financial Advisor.** Financial Advisor covenants as follows:

a. Financial Advisor will not submit a bid, either independently or as a member of a syndicate, for any issues of Debt Instruments sold at a negotiated sale, competitive sale, or any other type of sale during the term of this Agreement.

b. All information provided to Financial Advisor by the ARMA shall be used and disseminated only for the purpose of providing the professional services described herein. Financial Advisor shall not disseminate or disclose any information which the ARMA has identified as confidential or proprietary or which Financial Advisor otherwise has constructive or actual knowledge is confidential or proprietary. Financial Advisor shall obtain confidentiality agreements, reasonably acceptable to the ARMA, from all subcontractors, agents, or consultants providing services to the ARMA in connection with this Agreement.

c. Financial Advisor will promptly notify the ARMA of (i) any material adverse change in Financial Advisor's financial condition, business, or operations, (ii) any regulatory proceeding, investigation, inquiry, or action, including without limitation those initiated by the Securities and Exchange Commission, the Municipal Securities Rulemaking Board, or any other federal, state, or local regulatory authority, and (iii) any claim asserted against Financial Advisor in which an adverse decision could have a material adverse effect, including, without limitation, Financial Advisor's financial condition, business operations, or commercial standing and reputation, and including any proceeding involving the Securities and Exchange Commission.

d. Financial Advisor will furnish to the ARMA (i) any information that the ARMA may from time to time reasonably request concerning the Financial Advisor's compliance with any covenant, provision or condition of this Agreement or any matter in connection with the Financial Advisor's business and operations which the ARMA has a reasonable basis for believing will have a material adverse impact on the ability of Financial Advisor to perform its duties pursuant to this Agreement, and (ii) all evidence that the ARMA may from time to time request as to the continuing accuracy and validity of, or compliance with, all representations, warranties, and covenants made by Financial Advisor in this Agreement, and the satisfaction of all conditions contained herein.

e. Financial Advisor shall conduct its business and affairs in compliance with all laws, regulations and orders applicable to Financial Advisor (including, without limitation, those related to securities laws). In performing the services described under this Agreement, Financial Advisor acknowledges that it holds a position of trust and confidence with the ARMA; that it owes a fiduciary obligation to the ARMA; that the ARMA will be relying on the superior expertise of Financial Advisor; and that Financial Advisor shall perform all of its obligations in accordance with the highest professional standards and in furtherance of the ARMA's best interests. Financial Advisor shall not permit any conflict of interest to occur with respect to its performance under this Agreement and its obligations under any other
agreement or to any other party. Financial Advisor shall advise the ARMA of any potential conflict of interest prior to performing any work or accepting any engagement which would result in such a conflict, and Financial Advisor shall notify the ARMA immediately upon discovering or becoming aware that any previously performed (since the date of this Agreement), existing, or ongoing work may create or result in, a conflict of interest. Specifically, and without limiting the foregoing, Financial Advisor shall advise the ARMA of work that Financial Advisor is performing for TxDOT, or of any contractual relationship Financial Advisor has with TxDOT, at such time that the ARMA is considering or negotiating potential financial transactions involving loans, grants, or credit guarantees from TxDOT. If the ARMA, in its sole judgment, determines that an actual or potential conflict of interest could adversely affect the performance or delivery of the financial advisory services to be provided by Financial Advisor, the ARMA may terminate this Agreement upon written notice to Financial Advisor as provided for in Section IV. Upon such termination, or any other termination, any indemnification obligations resulting from or related to acts, occurrences, or admissions prior to termination shall survive. Nothing in this section or in any other provision of this Agreement shall be construed as a waiver of the ARMA’s right to seek damages or other redress as a result of, or related to, any actual or potential conflict of interest. For purposes of this Agreement, the phrase “conflict of interest” means a situation in which the business or economic interest of a Financial Advisor client other than the ARMA is opposed to, inconsistent with, or would suggest a course of action contrary to, the best interests of the ARMA.

f. Upon request by the ARMA, Financial Advisor will furnish a copy of any report that may adversely impact the ability of Financial Advisor to perform its duties pursuant to this Agreement (including, without limitation, reports on Forms 8-K, 10-Q and 10-K, proxy statement, or other filing made by Financial Advisor with the Securities and Exchange Commission, any states’ securities agency, or any national stock exchange or quotation system.

g. FINANCIAL ADVISOR SHALL INDEMNIFY AND HOLD HARMLESS THE ARMA AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND CONSULTANTS FROM ANY CLAIMS, COSTS, OR LIABILITIES OF ANY TYPE OR NATURE AND BY OR TO ANY PERSON WHOMSOEVER, ARISING FROM FINANCIAL ADVISOR’S WRONGFUL ACTS OR NEGLIGENCE IN THE PERFORMANCE OF THE WORK TO BE ACCOMPLISHED UNDER THIS AGREEMENT, PROVIDED THAT SUCH CLAIMS, COSTS, OR LIABILITIES ARE NOT ATTRIBUTABLE SOLELY TO THE ARMA’S GROSS NEGLIGENCE. IN THE EVENT THAT SUCH CLAIMS, COSTS, OR LIABILITIES ARE ATTRIBUTABLE IN PART TO THE ARMA’S NEGLIGENCE AND IN PART TO THE WRONGFUL ACTS OR NEGLIGENCE OF FINANCIAL ADVISOR, FINANCIAL ADVISOR’S INDEMNIFICATION PROVIDED UNDER THIS SECTION VI SHALL BE LIMITED TO THE PERCENTAGE OF FAULT FAIRLY ATTRIBUTABLE TO FINANCIAL ADVISOR. FINANCIAL ADVISOR’S INDEMNIFICATION UNDER THIS SECTION VI SHALL INCLUDE ANY AND ALL EXPENSES, INCLUDING ATTORNEYS’ FEES, INCURRED BY THE ARMA IN LITIGATING OR OTHERWISE RESISTING SAID CLAIMS, COSTS, OR LIABILITIES.
SECTION VII
MISCELLANEOUS

1. **Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws of the State of Texas.

2. **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of the ARMA and the Financial Advisor, their respective successors and assigns; provided however, neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

3. **Notices.** Any notices provided under this Agreement must be sent to:

**Financial Advisor:**

Estrada Hinojosa & Company, Inc.
100 West Houston Street, Suite 1400
San Antonio, TX 78205
Attention: Donald J. Gonzales

**ARMA:**

Alamo Regional Mobility Authority
c/o Bexar County Office of the County Manager
101 W. Nueva, 10th Floor
San Antonio, TX 78205
Attention: David Smith

and:

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

4. **Entire Agreement.** This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties hereto.
ALAMO REGIONAL MOBILITY AUTHORITY

By: ____________________________
    John Clamp
    Chairman, Board of Directors

Date: __________________________

ESTRADA HINOJOSA & COMPANY, INC.

By: ____________________________

Date: __________________________
APPENDIX A

Subject to the provisions of Section V of the Agreement, the fees due to the Financial Advisor will not exceed those contained in the fee schedules and provisions set forth below:

For serving as Financial Advisor to the ARMA and providing services to be compensated hourly pursuant to the Agreement, the following hourly fee structure will be utilized:

<table>
<thead>
<tr>
<th>Title</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Vice President and Above</td>
<td>$350.00</td>
</tr>
<tr>
<td>Vice President</td>
<td>$300.00</td>
</tr>
<tr>
<td>Associate / Assistant Vice President</td>
<td>$250.00</td>
</tr>
<tr>
<td>Clerical / Administrative</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

For serving as Financial Advisor to the ARMA and providing services to be contingent upon the successful issuance of Debt Instruments, the following Per Debt Issuance Fee Table will be utilized:

<table>
<thead>
<tr>
<th>Par Amount</th>
<th>Fee / $1,000 Par</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0 to $10,000,000</td>
<td>$1.00</td>
</tr>
<tr>
<td>Plus from $10,000,001 to $25,000,000</td>
<td>$1.00</td>
</tr>
<tr>
<td>Plus from $25,000,001 to $50,000,000</td>
<td>$1.00</td>
</tr>
<tr>
<td>Plus from $50,000,001 to $75,000,000</td>
<td>$1.00</td>
</tr>
<tr>
<td>Plus from $75,000,001 to $100,000,000</td>
<td>$1.00</td>
</tr>
<tr>
<td>Plus from $100,000,001 to $200,000,000</td>
<td>$0.75</td>
</tr>
<tr>
<td>Plus from $200,000,001 or more</td>
<td>$0.50</td>
</tr>
</tbody>
</table>

Hourly work accrued or billed for services related to a successful issuance of Debt Instruments, and which is incurred within 3 months prior to the closing/funding of such Debt Issuance, will be credited against the fee calculated pursuant to the Per Debt Issuance Fee Table above.

Funding derived solely from TxDOT grants or loans and other work performed on an hourly basis and not directly related to the issuance of Debt Instruments shall be compensated as set forth in Section V; the Per Debt Issuance Fee Table above relates to issuances of Debt Instruments and (subject to Section V) transactions involving a combination of Debt Instruments and TxDOT grants and/or loans (or other funding sources pursued through hourly work efforts per Section V). Federal loans or grants shall be considered the issuance of Debt Instruments for purposes of determining fees due to the Financial Advisor.

The charges for ancillary services, including computer structuring and official statement printing, shall be levied only for those services which are reasonably necessary in completing the transaction and which are reasonable in amount, unless such charges were incurred at the specific direction of the ARMA.
The payment of charges for financial advisory services described in Section I of the foregoing Agreement, unless otherwise agreed to by the parties, shall be contingent upon the delivery of Debt Instruments and shall be due at the time that such funding is delivered. The payment of charges for services described in Section II of the foregoing Agreement shall be due and payable in accordance with the mutual agreement therefor between the Financial Advisor and the ARMA, which agreement must be entered into prior to the rendition of services for which payment is requested.

Subject to prior approval where required, the ARMA shall be responsible for the following expenses, if and when applicable, whether they are charged to the ARMA directly as expenses or charged to the ARMA by the Financial Advisor as reimbursable expenses:

Bond counsel
Bond printing
Bond ratings
Computer structuring
Credit enhancement
CPA fees for refunding
General Counsel
Official statement preparation and printing
Paying agent/registrar/trustee
Travel expenses for authorized travel expenses in excess of $2500 must be authorized in advance by the ARMA; Financial Advisor must use all reasonable efforts to secure government rates for travel
Underwriter and underwriters counsel
Miscellaneous, including copy, delivery, and phone charges

The payment of reimbursable expenses that the Financial Advisor has assumed on behalf of the ARMA shall NOT be contingent upon a funding commitment and shall be due at the time that services are rendered and payable upon receipt of an invoice therefore submitted by the Financial Advisor.
Board Memorandum

To: Alamo RMA Board of Directors
From: David Smith, Executive Director
Copies: File
Date: Thursday, August 21, 2014

**Agenda Item 9: Citizen’s Communications**
Citizens must sign the register to speak
Board Memorandum

To: Alamo RMA Board of Directors
From: David Smith, Executive Director
Copies: File
Date: Thursday, August 21, 2014

**Agenda Item 10: Executive Session**
Pursuant to Chapter 551, Subchapter D, Texas Government Code

At any time during the meeting of the Alamo RMA Board of Directors, the Board may meet in executive session for consultation concerning attorney-client matters (real estate, litigation, contracts, personnel, and security) under Chapter 551 of the Texas Government Code

A. Subsection 551.071(1). Consultation with Attorney – Consultation with, and advice from legal counsel concerning pending/contemplated litigation, including but not limited to *Aquifer Guardians in Urban Areas v. United States Federal Highway Administration et. al*, settlement offers and negotiations, and other legal issues.

B. Section 551.074. Personnel Matters – Deliberation concerning the appointment, employment, reassignment, evaluation, duties, discipline, and/or dismissal of personnel.

C. Section 551.072. Deliberation Regarding Real Property - Discussion of real property purchase, exchange, lease, license, gift, donation, and/or negotiated settlement, including property to be acquired for right-of-way.