



ALAMO RMA

Alamo Regional Mobility Authority

"Moving people faster"

AGENDA

ALAMO REGIONAL MOBILITY AUTHORITY REGULAR BOARD OF DIRECTORS MEETING

Alamo Area Council of Governments

8700 Tesoro Drive, Suite 100

San Antonio, Texas

April 15, 2010

1:00 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) Swearing-in of the following to the Board of Directors of the Alamo Regional Mobility Authority (i) Dr. William E. Thornton for a term of office to expire on February 1, 2012, (ii) James R. Reed for a term of office to expire on February 1, 2012, (iii) Robert G. Rodriguez for a term of office to expire on February 1, 2011, (iv) Reynaldo Diaz for a term of office to expire on February 1, 2012, (v) Christel Villarreal for a term of office to expire on February 1, 2011
- 3) Approval of minutes from the Regular Board of Directors Meeting of March 11, 2010
- 4) Discussion and appropriate action on a resolution to authorize execution of the U.S. 281 North/Loop 1604 Interchange Project Design/Build Comprehensive Development Agreement between the Alamo RMA and Williams Brothers Construction Co., Inc. (Terry Brechtel/Pat Irwin) (Resolution No. 10-20)
- 5) Discussion and appropriate action on a resolution approving the selection of a depository bank and approval of a contract to provide bank depository services (Terry Brechtel/Milo Nitschke) (Resolution No. 10-21)
- 6) Discussion and appropriate action on a resolution approving an Interlocal Agreement with the Texas Department of Transportation for the materials inspection and testing services relating to the US 281 Super Street (Terry Brechtel/Pat Irwin) (Resolution No. 10-22)
- 7) Discussion and appropriate action on the financial statements for the period ending March 31, 2010 (Terry Brechtel / Carrie Conner)
- 8) Executive Director's Report
 - A) Board Calendar and notification of upcoming events
 - B) Status report on GEC work authorizations
 - C) Monthly Update on US 281/1604 Interchange Project
 - D) Monthly Update on US 281 Super Street Project

- E) Monthly Update on Loop 1604 Super Street Project
- F) Monthly Update on US 281 Environmental Impact Statement
- G) Monthly Update on Loop 1604 Environmental Impact Statement
- H) Legislative Update

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 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 and Texans Uniting for Reform and Freedom 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.

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 MOBILITY AUTHORITY ACCESSIBILITY STATEMENT FOR DISABLED PERSONS

This meeting site is accessible to disabled persons as follows: Entrance to Alamo Area Council of Governments is accessible through the main entrance at 8700 Tesoro Drive. Parking spaces reserved for the disabled are located at the main entrance. 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 Gayle McDaniel at (210) 495-5256 at least two working days prior to the meeting so that appropriate arrangements can be made.

Presenters with audiovisual needs are requested to contact Gayle McDaniel at (210) 495-5256, at least two working days prior to the meeting.

Posted at the Bexar County Courthouse and the Alamo RMA Administrative Offices (1222 N. Main, Ste 1000) at 12:00 p.m., Friday, April 9, 2010



ALAMO RMA
Alamo Regional Mobility Authority
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Board Memorandum

To: Alamo RMA Board of Directors
From: Terry M. Brechtel, Executive Director *TMB*
Copies: File
Date: Wednesday, April 7, 2010

Agenda Item 2: Swearing-in of Board Members

BOARD OF DIRECTORS

DR. WILLIAM E. THORNTON
CHAIRMAN

ROBERT S. THOMPSON
VICE-CHAIR

REYNALDO L. DIAZ, JR.
SECRETARY/TREASURER

ARTHUR J. DOWNEY, JR.

JAMES R. REED

ROBERT G. RODRIGUEZ

CHRISTEL VILLARREAL

TERRY M. BRECHTEL
EXECUTIVE DIRECTOR

Bexar County District Clerk Margaret Montemayor will be on hand to swear in the following to the Alamo RMA Board of Directors:

- (i) Dr. William E. Thornton for a term of office to expire on February 1, 2012, who was appointed by the Texas Governor as Governor Rick Perry's appointee;
- (ii) James R. Reed for a term of office to expire on February 1, 2012, who was appointed by Bexar County Commissioners' Court as County Judge Nelson Wolff's appointee;
- (iii) Robert G. Rodriguez for a term of office to expire on February 1, 2011, who was appointed by Bexar County Commissioners' Court as Commissioner Sergio "Chico" Rodriguez's appointee;
- (iv) Reynaldo Diaz for a term of office to expire on February 1, 2012, who was appointed by Bexar County Commissioners' Court as Commissioner Paul Elizondo's appointee; and
- (v) Christel Villarreal for a term of office to expire on February 1, 201, who was appointed by Bexar County Commissioners' Court as Commissioner Tommy Adkisson's appointee.

These actions were taken to comply with the provisions of Section 370.251(c), Texas Transportation Code which states: "Directors serve two-year terms, with as near as possible to one-half of the directors' terms expiring on February 1 of each year".

There is no formal action of the Board required on this item.

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Board Memorandum

To: Alamo RMA Board of Directors
From: Terry M. Brechtel, Executive Director
Copies: File
Date: Wednesday, April 7, 2010

TMB

Agenda Item 3: Approval of Minutes

The minutes for the March 11, 2010 regular meeting of the Alamo RMA Board of Directors Meeting are attached for your review and consideration.

Staff recommends approval of these minutes.

BOARD OF DIRECTORS

DR. WILLIAM E. THORNTON
CHAIRMAN

ROBERT S. THOMPSON
VICE-CHAIR

REYNALDO L. DIAZ, JR.
SECRETARY/TREASURER

ARTHUR J. DOWNEY, JR

JAMES R. REED

ROBERT G. RODRIGUEZ

CHRISTEL VILLARREAL

TERRY M. BRECHTEL
EXECUTIVE DIRECTOR

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Alamo Regional Mobility Authority

*Meeting March 11, 2010, 1:00p.m.,
in the Al J. Notzon III Conference Room
of the Alamo Area Council Of Governments, at 8700 Tesoro Drive.*

Minutes

1. Call meeting to order. Chairman Thornton called the meeting to order at 1:00 p.m. All Board members present.
2. Approval of minutes from the Regular Board of Directors Meeting of February 11, 2010. *J. Reed made the motion to approve the minutes as presented to the Board. R. Thompson seconded. Motion passed by a unanimous vote.*
3. Discussion and appropriate action on a resolution to approve the selection of the best value proposer for the U.S. 281 North/Loop 1604 Project Design/Build Comprehensive Development Agreement (Terry Brechtel/Pat Irwin) (Resolution No. 10-16). T. Brechtel made a presentation (see power point) addressing the procurement process, the schedule, segment description, team makeup, the organization chart for review committees and the process for review and scoring. Pat Irwin discussed the scoring process, categories, points summary and calculations and ranking. Chairman Thornton discussed the options and that the motion in the resolution is to recommend the selection of Williams Brothers. *J. Reed made the motion to approve the resolution as presented to the Board, R. Diaz seconded.* J. Reed asked whether there was any reason not to go forward and T. Brechtel answered no. R. Thompson asked a question about the price and confirming that it was for all segments and whether there had been a discussion on the use of the additional funds. T. Brechtel stated that the use of the additional funds has not been discussed but that the incorporation of value added concepts is part of the CDA negotiations and that there is a stipend for the unsuccessful bidders and other costs such as contingency. R. Rodriguez asked whether all bidders were present and T. Brechtel stated that one other bidder, Austin Bridge, was there. R. Rodriguez asked about the involvement of the consultants in the proposal review process and whether this was a conflict of interest and T. Brechtel described the confidentiality and conflict disclosure forms and process for review. R. Rodriguez asked if HNTB or LLBL had any business with the bidders and T. Brechtel stated that she could not make that statement and B. Cassidy described the process for the distribution of the conflict forms and the review and discussion regarding the proposed plan to address the conflicts, to the extent any were described, to ensure it did not impact the proposal reviews and scoring process.. T. Brechtel stated that we did not find a conflict that was not addressed by the plan included in the forms. C. Villarreal stated that Williams Brothers was doing a project on the south side and they were doing a good job. Chairman Thornton thanked the teams and making it competitive and that the Board has stayed out of the process and this process encouraged competition and encouraged value added concepts and lets the engineers be creative. R. Diaz stated that in deciding to go out with this process that TxDOT wanted to get as much as possible and bid it out with segments and the authority to use design/build also helps. R. Thompson stated that design/build allows the RMA to proceed to construction much quicker. R. Thompson asked Austin Bridge whether the stipend was sufficient and the representative, Joseph Weich stated that the amount is less than they hoped for and each proposer is different in their approach and cost structure and what is reasonable depends on the resources committed but they would bid again. R. Rodriguez asked about what other RMA's pay for stipends and T. Brechtel stated that they would provide the information the RMA received addressing that during the prior 281 North toll transaction that

was never executed or paid. Pat Irwin stated that the prior survey indicated that $\frac{3}{4}$ to $\frac{1}{2}$ % for a stipend was typical. Mario Medina of TxDOT stated that they were involved in process and concurred in the process and oversight and they have found the best value proposer and recommend moving forward. Randy Rogers of Williams Brothers stated that they were thrilled to be chosen and Chairman Thornton asked him when the project would be complete and R. Rogers stated it depended on the start date but approximately 30 months. *All voted in favor.*

4. Discussion and appropriate action on a resolution approving an amended contract for legal services with Locke Lord Bissell & Liddell LLP (Terry Brechtel/Lisa Adelman) (Resolution No. 10-17). T. Brechtel made the presentation and stated that the current contract expires March 16, 2010 and described the proposed term and services and that it was divided by expertise in specific subject matters as set forth in Attachment A and further divided by primary and secondary levels of responsibility and allows the RMA to bring in local or subcontracted counsel for specific assignments. T. Brechtel stated that the rates are continuing to be offered at 30%/20% discount depending on the type of services and a list has been provided of the firm's clients as requested during the Finance Committee meeting and staff recommends approval. *J. Reed made the motion to approve the resolution as presented to the Board, A. Downey made the second.* R. Rodriguez stated that this agreement has been discussed in the Finance Committee and he had requested a list of clients which he received at the Board meeting and he noted that the firm represents 4 other RMA's and why wasn't this a conflict of interest and is there an association of RMA's and aren't there times when the RMAs are all seeking the same dollars so that is a conflict for the firm. T. Brechtel stated that there is an organization called Team Texas where all RMAs and other tolling authorities like NTTA get together to share information but no formal association. B. Cassidy stated that there are 8 RMAs and his firm represents 6 and as far as conflicts, his firm does not assist the MRA in pursuing funds or financial assistance, they only help with the structure and use of funds and it is the job of TxDOT and the MPO to handle the financial issues as well as the staff and leadership of the Alamo RMA. B. Cassidy stated that since he was hired there has not been a conflict scenario that has arisen and that in fact the common representation has provided a benefit to the RMAs as far as cost savings/sharing, planning, and legislation and the allocation of funding is done by region and a specific formula and the few instances where there was an interlocal agreement between 2 RMAs they used separate counsel. B. Cassidy stated that the legal ethics rules require that he disclose any potential conflict. R. Rodriguez stated that he would like a complete list of all of the firm's clients for transparency purposes and show that we are being thorough. B. Cassidy stated that the firm has over 5,000 clients and many can't be disclosed as they are not governmental entities and the firm is not at liberty to disclose the names. R. Rodriguez stated that there should be an RFP process to see if there are other competent and capable firms to do this work. R. Thompson stated that the code of professional responsibility for lawyers is an absolute standard and can't be waived and this firm has unique abilities and the RMA needs a broader look than just local issues such as legislative issues and working directly with TxDOT. J. Reed concurred with what Brian and Bob stated regarding the ability to have the firm as a resource as to what the other RMAs are doing is invaluable to the Planning Committee. R. Thompson stated that when the RMA went through the original procurement process he wanted to hire a local firm but they selected Brian and his firm for their expertise and Austin is as far as he is willing to reach for representation, C. Villarreal stated that since it was 5 years ago the process could have changed. B. Cassidy stated that when he was hired by the RMA he

represented 2 RMAs and now he is up to 6. R. Thompson stated that he reviewed the bar list and there is nobody in San Antonio with the expertise and the RMA tried Tim Tuggey and that was not helpful and there is no other firm with the same resources available that can answer the questions. R. Thompson stated that the original amendment was for another 5 year extension but that he requested it be changed to a 3 year extension with two one year renewals so the RMA can re-visit it if things change. R. Diaz stated that the professional code of conduct for lawyers includes conflict checks and penalties greater than losing a client for violations. R. Rodriguez stated that he was just bringing up a new view on the process and not the person. *All voted in favor except R. Rodriguez and C. Villarreal who voted no.*

5. Discussion and appropriate action on a resolution approving an amendment to the interlocal agreement with Bexar County for the Loop 1604 Super Street Project (Terry Brechtel) (Resolution No. 10-18). T. Brechtel made the presentation and stated that this amendment adds another \$900,000 for the next phase for design and environmental work with additional phases (see power point). *R. Diaz made the motion to approve the resolution as presented to the Board, R. Thompson made the second.* R. Rodriguez asked about the source of these funds and T. Brechtel stated that they are from savings from various pass-through projects from the ATD, Culebra and Blanco Road projects, and Bexar County obtained the approvals of the ATD, TxDOT and Commissioners Court for the use of the funds. C. Villarreal asked about the CE and the whether there would be a significant impact on the human environment and T. Brechtel stated that the requests to prepare CEs for the two projects have been submitted to FHWA and are currently under review and the environmental documents will look at the environmental impacts from the proposed projects. R. Thompson stated that it may be a close call on whether these projects can be classified as CEs. T. Brechtel stated that those are decisions for FHWA and that we have known that from the beginning and that all information that is being obtained will be incorporated into the 1604 EIS. Chairman Thornton stated that these requests were initiated by County Commissioners and a Councilmember. *All voted in favor.*
6. Discussion and appropriate action on a resolution approving an amendment to the advance funding agreement with the Texas Department of Transportation for the US 281 Super Street Project (Terry Brechtel) (Resolution No. 10-19). T. Brechtel made the presentation and stated that the amendment is for minor changes regarding reimbursement and invoicing. *J. Reed made the motion to approve the resolution as presented to the Board, R. Diaz made the second. All voted in favor.*
7. Discussion and appropriate action on the financial statements for the period ending February 28, 2010. C. Conner made a brief presentation on the balance sheet, statement of capitalized costs, statement of cash flow, and statement of revenues, expenses and changes in fund deficit. *R. Diaz made the motion to accept the Financial Statements as presented to the Board. R. Rodriguez seconded. All voted in favor.*
8. Executive Director's Report. T. Brechtel reviewed the calendar. C. Villarreal asked is times could be added to each item and T. Brechtel stated that they would be added in the future. T. Brechtel stated that Finance Committee would be the second Monday of each month at 4 p.m. and C. Villarreal asked if these were open to the public and T. Brechtel stated that they are not open to

the public. B. Cassidy gave a brief update on the legislature. R. Thompson stated that he noted that there are currently 240 EIS' ongoing around the US and 1/3 are in California, Texas and New York. R. Rodriguez asked if the minutes and agenda were placed on the RMA website and C. Villarreal asked if the whole packet could be placed on the website. T. Brechtel stated that the agenda and minutes are put on the website and that staff will discuss how to put the entire packet on the website. R. Rodriguez stated that we should add as much as possible.

9. Citizens' Communications. None.

10. Executive Session. In accordance with 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 and Texans Uniting for Reform and Freedom v. United States Federal Highway Administration et. al*, settlement offers and negotiations, and other legal issues, the Board adjourned for Executive Session at 3:00pm.

Chairman reconvened the meeting at 3:55 p.m. stating that no decisions had been made while in Executive Session and adjourned the meeting.

APPROVED:

DR. WILLIAM E. THORNTON, CHAIRMAN

DATE ADOPTED: 4/15/2010

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 March 11, 2010.

ATTEST: _____

REYNALDO L. DIAZ, JR
SECRETARY/TREASURER



ALAMORMA
Alamo Regional Mobility Authority
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Board Memorandum

To: Alamo RMA Board of Directors
From: Terry M. Brechtel, Executive Director **TMB**
Copies: File
Date: Wednesday, April 7, 2010

Agenda Item 4: Discussion and appropriate action on a resolution to approve the final terms of the U.S. 281 North/Loop 1604 Interchange Project Design/Build Comprehensive Development Agreement between the Alamo RMA and Williams Brothers Construction Co., Inc.

In accordance with Board direction at the March 11, 2010 Board of Directors meeting, the Alamo RMA has finalized the terms of the contract with Williams Brothers Construction Co., Inc. ("WB"), for design build services for the U.S. 281 North/Loop 1604 Interchange Project.

Key among the terms in the contract are:

1. Guaranteed Maximum Price: (section 13) \$109,097,279.00
(Used Proposal Price for all 8 segments in Best Value Selection)
2. Guaranteed Schedule: (Sections 5, 13 and 18)
 - Interim Milestone: 900 days after NTP (approx 30 months) (Segment 1)
 - Substantial Completion: 1099 days after NTP (approx 37 months) (all 8 segments)
 - Liquidated Damages: \$5,000/day interim completion or completion deadline, \$2,500/day final acceptance deadline by TxDOT and Alamo RMA
 - Early completion incentives: \$10,000/day to max of \$500,000 for Interim Completion of the Interim Milestone (Segment 1)
3. DBE requirements: (Section 8)
 - DBE requirement: 11.1% for both design and construction
 - Minimum DBE design and construction allocation: approx \$12 Million

A detailed breakdown of the full terms included in the contract is attached for your information and review. Staff recommendation is for approval of this contract, as outlined.

BOARD OF DIRECTORS

DR. WILLIAM E. THORNTON
CHAIRMAN

ROBERT S. THOMPSON
VICE-CHAIR

REYNALDO L. DIAZ, JR.
SECRETARY/TREASURER

ARTHUR J. DOWNEY, JR

JAMES R. REED

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CHRISTEL VILLARREAL

TERRY M. BRECHTEL
EXECUTIVE DIRECTOR

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**SUMMARY OF TERMS AND CONDITIONS
U.S. 281 NORTH/LOOP 1604 INTERCHANGE PROJECT
DESIGN/BUILD CDA**

1. **Guaranteed Maximum Price:** (section 13) **\$109,097,279 (the "Development Price")**
 - Proposal Price Used in Best Value Selection: Proposal Price for all 8 segments
 - **Maximum payment curve** (Exhibit G): WB will not be paid more than the amount shown on payment curve
 - Draw will be based on **actual progress** based on detailed reviews
 - **Retainage Bond used in lieu of holding retainage**
 - If NTP is not issued by **210 days** after proposal date (September 10, 2010), price adjustment will be calculated based on Engineering News Record Construction Cost Index
 - If NTP is not issued by **365 days** after proposal date (February 12, 2011), contract can be renegotiated or terminated

2. **Guaranteed Schedule:** (Section 5)
 - Interim Milestone: **900 days** after NTP (approx **30 months**)
 - Substantial Completion: **1099 days** after NTP (approx **37 months**)
 - **Liquidated Damages:** \$5,000/day interim completion or completion deadline, \$2,500/day acceptance deadline
 - **Early completion incentives:** \$10,000/day to max of \$500,000 for Interim Completion of the Interim Milestone (Segment 1)

3. **Change Orders:** (Section 14)
 - Change orders allowed for only:
 - a. Alamo RMA directed change
 - b. Alamo RMA caused delay (Change Orders are only allowed if the Critical Path is adversely affected by the delay and the Design/Builder cannot work around the issue or area of impact)
 - c. Force Majeure Events
 - d. Differing Site conditions

4. **Disputes:** (Section 25)
 - Partnering meetings and lower level issue resolution will be implemented
 - Disputes Review Board for formal disputes
 - a. One member selected by Alamo RMA
 - b. One member selected by WB
 - c. One member selected by other two members

5. **Bonds, Insurance, Warranties:** (Sections 9 ,10, 12)
 - **Bonds**
 - a. Proposal Bond: \$7,500,000
 - b. At NTP Performance Bond: the amount of the Development Price
 - c. At NTP Payment Bond: the amount of the Development Price
 - d. At NTP, Retainage Bond: 10% of the Development Price
 - e. At Final Acceptance Warranty Bond: \$20,000,000
 - **Insurance:**
 - a. Commercial General Liability: \$2,000,000 occurrence/ \$4,000,000 annual
 - b. Umbrella: \$30,000,000

- c. Workers Comp: \$2,000,000 per accident
 - d. Business Automobile Liability Insurance: \$2,000,000
 - e. Professional Liability Insurance: \$10,000,000
 - f. Pollution Liability Insurance: \$10,000,000
 - g. Builder's Risk: \$100,000,000
- **Warranties (Section 24.2 Technical Provisions):**
 - a. Various, see Technical Provisions, generally one year after Final Acceptance
6. **DBE requirements:** (Section 8)
- DBE requirement: 11.1% for both design and construction
 - a. Minimum DBE design and construction allocation: approximately \$12 Million
7. **Design/Builder responsibilities:**
- ROW Acquisition for Design/Builder-Designated ROW
 - a. Cost of all ROW acquisition efforts, condemnation proceedings, and purchase
 - b. Possession and Use within 365 days of NTP or schedule extension may be allowed
 - Utility Costs
 - a. WB responsible for coordination and agreements
 - b. The cost of design and construction incurred by the utility
 - ATCs - cost and coordination of Environmental Approvals, including supplements to CE if necessary
 - Revision of approved schematics, if required
8. **Alamo RMA responsibilities:**
- Oversight of design and construction quality
 - Hazardous Materials
 - a. If WB identifies existing hazardous materials, Alamo RMA has 14 days to remove the materials through a third party remediation contractor (Change Orders to extend schedule will be allowed only if the Critical Path is adversely affected and Design/Builder cannot work around the area)
 - Oversight/ Quality Acceptance/ Draw Approval
 - a. Alamo RMA is responsible to satisfy FHWA Quality Assurance requirements through sufficient design and construction oversight, verification testing, independent assurance certifications, and quarterly and annual reporting.
 - b. Alamo RMA will have a detailed process for certifying monthly draw requests to assure payments are accurate.

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
ALAMO REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 10-20

WHEREAS, the Alamo Regional Mobility Authority ("Alamo RMA") was created pursuant to the request of Bexar County and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.01, *et. seq.* (the "RMA Rules"); and

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

WHEREAS, Section 370.033(f), Texas Transportation Code, as amended, authorizes a regional mobility authority to develop a project within its boundaries on behalf of the Texas Department of Transportation; and

WHEREAS, in Minute Order Number 111741 the Texas Transportation Commission authorized the Alamo RMA to construct improvements to the state highway system in connection with the design and construction of the U.S. 281 North and Loop 1604 Interchange (the "U.S. 281 North/Loop 1604 Interchange Project"); and

WHEREAS, the Alamo RMA has identified the U.S. 281 North/Loop 1604 Interchange Project as a project it intends to develop through a design/build comprehensive development agreement ("CDA"); and

WHEREAS, in Resolution No. 09-15, the Alamo RMA Board of Directors authorized the initiation of the CDA process and directed its staff to issue a request for qualifications ("RFQ") to solicit proposals for the development of the U.S. 281 North/Loop 1604 Interchange Project through a design/build CDA; and

WHEREAS, staff issued an RFQ on March 27, 2009 and Addendum No. 1 dated April 17, 2009, with a response deadline of April 28, 2009; and

WHEREAS, the Alamo RMA received six responses to the RFQ from CCI, Williams Brothers, Gold Canyon, Austin Bridge and Road, Ballenger and CH2M Hill; and

WHEREAS, the Alamo RMA staff, with the assistance of its consultants, assessed the RFQ responses based on the criteria identified in the RFQ for the purpose of making a recommendation of a short-list of teams to further participate in the development and procurement process and to receive a request for detailed proposals ("RFDP") in the next phase of the design/build CDA process for the U.S. 281 North/Loop 1604 Interchange Project as set forth in the Alamo RMA Procurement Policies; and

WHEREAS, in Resolution No. 09-18, the Alamo RMA Board of Directors approved CCI, Williams Brothers, Gold Canyon, and Austin Bridge and Road as the short-list of proposer teams recommended by Alamo RMA staff; and

WHEREAS, in Resolution No. 09-22, the Alamo RMA Board of Directors authorized its staff to issue a RFDP for the development of the U.S. 281 North/Loop 1604 Interchange Project to each of the four short-listed teams; and

WHEREAS, based on the evaluation of the RFDP responses, the Alamo RMA Executive Director recommended to the Board that the proposal received from Williams Brothers Construction Co., Inc. was the proposal that provided the best value to the Alamo RMA; and

WHEREAS, in Resolution No. 10-16, the Board of Directors of the Alamo RMA approved of the selection of Williams Brothers Construction Co., Inc. as the team presenting the best value proposal to the Alamo RMA for the development of the U.S. 281 North/Loop 1604 Interchange Project and directed staff to negotiate a design/build CDA for the development of the U.S. 281 North/Loop 1604 Interchange Project with Williams Brothers Construction Co., Inc. and to present the design/build CDA to the full Board for approval; and

WHEREAS, staff has negotiated the final terms of the design/build CDA between the Alamo RMA and Williams Brothers Construction Co., Inc., and those terms are attached hereto as Attachment "A".


NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the final terms of the U.S. 281 North/Loop 1604 Interchange Project design/build CDA between the Alamo RMA and Williams Brothers Construction Co., Inc., attached hereto as Attachment "A"; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized to execute a design/build CDA with Williams Brothers Construction Co., Inc. incorporating the terms attached hereto as Attachment "A".

Adopted by the Board of Directors of the Alamo Regional Mobility Authority on the 15th day of April, 2010.

Submitted and reviewed by:

Approved:


Terry M. Brechtel
Executive Director for the
Alamo Regional Mobility Authority

William E. Thornton
Chairman, Board of Directors
Resolution Number 10-20
Date Passed 4/15/10



ALAMO RMA

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"Moving people faster"

Board Memorandum

To: Alamo RMA Board of Directors

From: Terry M. Brechtel, Executive Director *TMB*

Copies: File

Date: Wednesday, April 7, 2010

BOARD OF DIRECTORS

DR. WILLIAM E. THORNTON
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ROBERT G. RODRIGUEZ

CHRISTEL VILLARREAL

TERRY M. BRECHTEL
EXECUTIVE DIRECTOR

Agenda Item 5: Discussion and appropriate action on selection of a depository bank and approval of a contract to provide bank depository services

This action item will approve the selection of Frost Bank to provide bank depository services for a term of three years with two optional one year extensions.

Staff issued the request for proposals on January 15, 2010 and received four responses from Broadway Bank, Capital One Bank, Frost Bank and Wells Fargo Bank National Association.

The proposals were scored based upon cost, experience, access to individual with authority to make decisions, depository services provided, and HUB/DBE commitment.

Based upon the evaluation of the RFP responses, staff recommends that the proposal received from Frost Bank is the one that is the most advantageous to the Alamo RMA and that the Executive Director is authorized to execute the depository services contract to be effective May 1, 2010 in substantially the form provided by Frost Bank in their proposal.

Staff recommends approval of this action.

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**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
ALAMO REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 10-21

WHEREAS, the Alamo Regional Mobility Authority ("Alamo RMA") was created pursuant to the request of Bexar County and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 TEX. ADMIN. CODE § 26.01, *et. seq.* (the "RMA Rules"); and

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

WHEREAS, the prudent and legally permissible management and expenditure of Alamo RMA funds is the responsibility of the Board of Directors and its designees; and

WHEREAS, the Alamo RMA's Investment Policy enacted pursuant to Chapter 2256, Texas Government Code adopts the provisions of Chapter 105, Texas Local Government Code, for the protection of its monetary assets; and

WHEREAS, Chapter 105, Texas Local Government Code authorizes the procurement and award of contracts for depository services; and

WHEREAS, §7 of the Alamo RMA's Procurement Policies sets forth the process by which the Alamo RMA may solicit proposals relating to the procurement of banking and depository services through the issuance of a request for proposals ("RFP"); and

WHEREAS, pursuant to Section 105.011(b), Texas Local Government Code, the Alamo RMA Board of Directors has made the determination that it will only consider applications to provide the banking and depository services from eligible depositories that are doing business within the City of San Antonio;

WHEREAS, pursuant to Resolution No. 10-07, the Alamo RMA Board of Directors authorized the issuance of an RFP to solicit proposals to provide banking and depository services to the Alamo RMA; and

WHEREAS, staff issued the RFP on January 15, 2010, with a response deadline of March 1, 2010; and

WHEREAS, the Alamo RMA received four responses to the RFP and the Alamo RMA staff, with the assistance of a representatives from a local agency, assessed those responses based on the criteria identified in the RFP; and

WHEREAS, based on the evaluation of the RFP responses, the Alamo RMA Executive Director recommends to the Board that the proposal received from Frost Bank is the one that is the most advantageous to the Alamo RMA, considering price and the evaluation factors in the RFP; and

WHEREAS, the staff has negotiated a contract with Frost Bank to provide the bank depository services for three years with two optional one year renewals, which is attached hereto as Attachment "A"; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the Alamo RMA approves of the selection of Frost Bank as the firm providing the best value to the Alamo RMA; and


BE IT FURTHER RESOLVED, that the Alamo RMA Board of Directors authorizes and approves the execution of the contract in substantially the form as set forth in Attachment "A"; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized to execute the contracts on behalf of the Alamo RMA.

Adopted by the Board of Directors of the Alamo Regional Mobility Authority on the 15th day of April, 2010.

Submitted and reviewed by:

Approved:



Terry M. Brechtel
Executive Director for the
Alamo Regional Mobility Authority

William E. Thornton
Chairman, Board of Directors
Resolution Number 10-21
Date Passed 04/15/10



BANK DEPOSITORY AGREEMENT

This depository agreement for public fund entities, together with the terms of the BANK's bid to serve as depository, a copy of which is attached hereto, if applicable (collectively, this "Agreement"), is made and entered into on the date last herein written by and between ALAMO REGIONAL MOBILITY AUTHORITY, hereinafter called "DEPOSITOR," and THE FROST NATIONAL BANK, a national banking association, duly organized and authorized by law to do banking business in the State of Texas and now carrying on such business in said State (the "BANK").

1. Appointment of Depository and Term.

DEPOSITOR designates BANK as a depository for the period beginning May 1, 2010 and continuing until this Agreement has been canceled in accordance with the provisions hereof, for certain accounts in the name of the DEPOSITOR, and such accounts shall be opened by the DEPOSITOR designating the accounts and making deposits therein and the BANK accepting said deposits. The term of this Agreement (the "Term") shall be May 1, 2010 TO April 30, 2013 with two one-year extension options ending April 30, 2014 and as defined in the ALAMO REGIONAL MOBILITY AUTHORITY'S Request for Proposal, unless the parties mutually agree to an extension of the Term of this Agreement if such extension is allowed by applicable law and subject to approval by the Board of Directors of the Alamo Regional Mobility Authority. If the parties agree to such an extension of the Term, then the parties shall either execute an addendum to this Agreement or other written evidence stating that the parties have agreed to an extension, the statutory or other legal authority for such extension and the date upon which such extension of the Term expires.

During the Term of this Agreement, the DEPOSITOR will, through appropriate action of its governing body, designate the officer or officers who, individually or jointly, will be authorized to represent and act on behalf of the DEPOSITOR in any and all matters of every kind arising under this Agreement, including, but not limited to, taking such actions as: (a) executing and delivering to BANK an electronic fund or funds transfer agreement (and any addenda thereto); (b) appointing and designating, from time to time, a person or persons authorized to request withdrawals, orders for payment, or transfers on behalf of DEPOSITOR in accordance with the electronic fund or funds transfer agreement and addenda; (c) making withdrawals or transfers by written instrument; and (d) delivering to BANK the DEPOSITOR'S collateral policy and evidence of approval by the DEPOSITOR'S governing body of (1) the collateral policy, (2) the CUSTODIAN (defined below), (3) this Agreement, and (4) the attached Security Agreement (defined below).

2. Establishment of Accounts.

DEPOSITOR shall deposit such of its funds as it may choose, and BANK shall receive such deposits as "Demand Deposits," Interest on Checking Accounts ("IOCs"), "Savings Accounts," Money Management Accounts ("MMAs"), and/or Certificates of Deposit ("CDs"), as designated by DEPOSITOR, and BANK shall hold said Demand Deposits, IOCs, Savings Accounts, MMAs, and/or CDs subject to payment in accordance with the terms of the particular deposit. BANK will allow, credit, and pay interest on such IOCs, Savings Accounts, MMAs, and/or CDs at a rate to be set by the BANK, with: (1) interest on IOCs and MMAs to be paid monthly as it accrues through the last day of each month; (2) interest on Savings Accounts to be paid quarterly as it accrues through the last day each quarter; and (3) interest on

CDs to be paid at maturity. Interest on CDs shall be calculated for the exact number of days on the basis of a 365-day year. All BANK accounts or products listed above shall be in the name of ALAMO REGIONAL MOBILITY AUTHORITY with the designation of the fund or account in accordance with instructions of ALAMO REGIONAL MOBILITY AUTHORITY.

3. Depository Services; DEPOSITOR Records; Fees.

Subject to the provisions stated above and to the particular terms of MMAs, Savings Accounts, or IOCs, BANK shall pay on demand to the order of DEPOSITOR upon presentation of checks, drafts, or vouchers properly issued, all or any portion of said deposits now on deposit or to be deposited with said BANK, as long as collected funds are on deposit.

BANK statements, check images, check registers, deposit slips, debit and credit notices, reconciliations, notices of interest earned, and any other related documentation, or images thereof, shall be retained by BANK for a period of 7 years after the date of receipt of the items. To the extent permitted by law, BANK shall make all records, books, and supporting documents, or images thereof, pertaining to services applicable to DEPOSITOR accounts and transactions pursuant to this Agreement available at any reasonable time during the term of this Agreement, to DEPOSITOR and its designated representatives. To the extent permitted by law, DEPOSITOR shall have the right to examine, audit, inspect, or make copies of any of such documents.

To determine charges for services rendered, BANK utilizes the previous month's average 91 day Treasury Bill auction discount rate plus 25 basis points as an earnings credit rate on BANK'S account analysis system. This system is used to calculate and account for all BANK service charges. BANK will calculate the DEPOSITOR'S combined average daily collected balances less combined average daily Federal Reserve requirements, and using the previous month's average 91-day Treasury Bill auction discount rate, will calculate the earnings of the BANK and use those earnings to offset the cost to the DEPOSITOR of combined services rendered by BANK. For any amount of cost of services not offset by DEPOSITOR'S balances as described above, DEPOSITOR shall remit payment in such amount to BANK monthly. Any excess available balance can be carried to the next month for service compensation. Any interest paid on IOCs, Savings Accounts, or MMAs is considered an expense on the account analysis statement.

4. Security of Funds; Acceptable Security; Appointment of CUSTODIAN; Increases in Collateral Amounts.

All funds on deposit with BANK to the credit of the DEPOSITOR (including Demand Deposits, IOCs, Savings Accounts, MMAs, and CDs) shall be secured pursuant to the BANK'S "Security Agreement" or similar agreement (the "Security Agreement") and any agreement required by the CUSTODIAN (defined below), all of which are attached hereto.

DEPOSITOR and BANK, by execution of this Agreement, designate Federal Reserve Bank/Federal Home Loan Bank as the "CUSTODIAN," to hold collateral in an account maintained by CUSTODIAN in the name of the BANK and subject to the control of DEPOSITOR, according to the terms and conditions of this Agreement, the Security Agreement, and any agreement required by the CUSTODIAN to document such relationship.

DEPOSITOR recognizes that the Federal Deposit Insurance Corporation (or its successor) (the "FDIC") provides insurance for DEPOSITOR'S funds deposited at any one Texas financial institution, including accrued interest on such funds, only up to maximum regulatory limits as set by the FDIC. All uninsured funds on deposit with BANK to the credit of the DEPOSITOR shall be secured by collateral as provided for in the Texas Public Funds Collateral Act and in other applicable law (collectively, the "Acts"), and DEPOSITOR agrees and certifies that the collateral listed in Exhibit A to the Security Agreement shall be used as collateral to secure DEPOSITOR'S funds on deposit with the BANK. The market value of the collateral securing DEPOSITOR'S funds must at all times equal or exceed 102% (110% when mortgage-

backed securities are used for collateral) of the daily ledger balance (amount of funds plus the amount of any accrued interest on the funds) of all DEPOSITOR'S Demand Deposits, IOC's, Savings Accounts, MMA's and CDs, less the FDIC standard maximum deposit insurance amount ("SMDIA") (the "Collateral Requirement"). The market value with respect to any collateral as of any date and priced on such date will be obtained by the BANK from a generally recognized pricing source.

When the need for collateral with the BANK is expected to increase on any given day or over a series of days, DEPOSITOR agrees to notify the BANK of such expected increase at least 1 business day prior to the expected date the additional deposits are expected to be received.

5. Delivery of Collateral to CUSTODIAN.

BANK already, or will immediately after the effective date of this Agreement, deliver to CUSTODIAN collateral of the kind and character above mentioned of sufficient amount and market value to provide adequate collateral for the uninsured funds (as described in Section 4 above) of DEPOSITOR deposited with BANK. Such collateral or substitute collateral (as discussed below), shall be kept and retained by CUSTODIAN in an account maintained in the name of BANK and subject to the control of DEPOSITOR pursuant to the terms of this Agreement and of the Security Agreement, so long as the depository relationship between DEPOSITOR and BANK shall exist, and after the termination or expiration of this Agreement so long as any portion of the deposits made by DEPOSITOR with BANK shall have not been properly paid out by BANK to DEPOSITOR or on its order. The BANK grants a security interest in such collateral to DEPOSITOR. The joint custody account at the Federal Reserve Bank/ Federal Home Loan Bank will be held in the BANK's and DEPOSITOR's name.

6. Custodian Safekeeping Account.

The BANK shall cause CUSTODIAN to accept said collateral and hold the same in trust for the purposes stated in this Agreement, in a separate joint safekeeping account with the CUSTODIAN, the DEPOSITOR, and the BANK, to be managed pursuant to the Security Agreement, and the operating agreements, guidelines, and procedures as stated in this Agreement and pursuant to the terms of any separate agreement with the CUSTODIAN.

7. Duties and Liabilities of CUSTODIAN.

It is distinctly understood by all the parties that the CUSTODIAN shall not be required to ascertain the amount of funds on deposit by the DEPOSITOR with BANK, nor the validity, authenticity, genuineness, or negotiability of the securities deposited with the CUSTODIAN by BANK pursuant to this Agreement, and the CUSTODIAN is not liable to anyone for performing in accordance with this Agreement, except for the safekeeping of the securities delivered to Custodian, and for any negligence, gross negligence or willful misconduct of CUSTODIAN's own officers, agents, and employees.

8. Right of DEPOSITOR Upon BANK'S Breach of Duties Under Agreement or BANK'S Insolvency.

Should BANK fail at any time to pay immediately and satisfy upon proper presentation any check, draft, or voucher lawfully drawn upon any Demand Deposit, or fail at any time upon proper presentation or authorization to pay and satisfy, when due, any check, draft, or voucher lawfully drawn against any IOC, MMA, or Savings Account and the interest on such IOC, MMA, or Savings Account, or in case BANK becomes insolvent or in any manner breaches its contract with DEPOSITOR, it shall be the duty of the CUSTODIAN, upon the demand of DEPOSITOR (in DEPOSITOR'S sole discretion, and supported by proper evidence of any of the above listed circumstances), to surrender the above-described collateral to DEPOSITOR. DEPOSITOR may, in accordance with the terms of this Depository Agreement and any applicable provisions of a Security Agreement, sell all or any part of such collateral, and out of the proceeds of such sale deduct for itself payment of all damages and losses sustained by it, together with all expenses of

any kind and every kind incurred by DEPOSITOR on account of such breach, failure or insolvency, accounting to BANK for the remainder, if any, of such proceeds or collateral remaining unsold.

9. Collateral Substitutions by BANK.

If BANK shall desire to sell or otherwise dispose of any one or more of such collateral so deposited with the CUSTODIAN, it may, with prior approval of DEPOSITOR, substitute for any one or more of such collateral other collateral of the same market value and of the character authorized in this Agreement, and such right of substitution shall remain in full force and be exercised by BANK as often as it may desire to sell or otherwise dispose of any such collateral; provided, however, that at all times, the aggregate amount of such collateral or substituted collateral deposited with the CUSTODIAN shall always be such that it meets the Collateral Requirement. If at any time the aggregate amount of such collateral so deposited with the CUSTODIAN is less than the Collateral Requirement, then in that event, BANK shall immediately deposit with the CUSTODIAN additional collateral as may be necessary to meet the Collateral Requirement.

BANK shall be entitled to income on collateral held by the CUSTODIAN, and the CUSTODIAN may dispose of such income as directed by BANK without approval of DEPOSITOR, to the extent such income is not needed to secure DEPOSITOR's deposits, and provided that retention of such income does not otherwise violate this Agreement.

10. Trust Receipts For Collateral; DEPOSITOR'S Right To Itemized List of Collateral.

BANK shall cause CUSTODIAN to promptly forward to DEPOSITOR trust receipts covering all such collateral held for DEPOSITOR by CUSTODIAN, including substitute collateral substituted in accordance with this Agreement. BANK shall also maintain records relating to all such collateral held for the benefit of DEPOSITOR. Upon written request of the DEPOSITOR, and if in accordance with the CUSTODIAN's agreement, the BANK shall request that the CUSTODIAN furnish as of any date requested a completely itemized list of collateral held as security for DEPOSITOR.

11. Collateral Value In Excess of Collateral Requirement.

If at any time the collateral held by the CUSTODIAN for the benefit of the DEPOSITOR has a market value in excess of the Collateral Requirement, then upon the written authorization of an authorized representative of the BANK, confirmed by an authorized representative of the DEPOSITOR, the BANK may request withdrawal of a specified amount of collateral, the CUSTODIAN shall deliver this amount of collateral (and no more) to BANK, and the CUSTODIAN shall have no further liability for collateral so redelivered to BANK.

All substitutions, releases, and additional pledges of collateral pursuant to the terms hereof and of the Security Agreement shall be completed at the earliest time as is commercially reasonable.

12. Termination; Amendment of Agreement.

Either DEPOSITOR or BANK shall have the right to terminate this Agreement prior to the expiration date by providing the other party with 90 days prior written notice of its election to terminate. The Agreement shall terminate 90 days after delivery of such written notice, provided that all provisions of this Agreement have been fulfilled.

In addition to any other remedy that DEPOSITOR may have at law or in equity, if BANK breaches this Agreement in any manner or defaults on its obligations hereunder and does not cure such breach or default within 30 days of BANK receiving notice of such breach or default from DEPOSITOR, then after expiration of such 30 day cure period, DEPOSITOR may terminate this Agreement and withdraw its funds by giving BANK written notice of termination and withdrawal. Both BANK and DEPOSITOR agree that

among other items constituting default under this Agreement is a failure to maintain adequate collateral or adequate capital ratios (if applicable).

In the event that DEPOSITOR fails to comply with any of its promises in this Agreement, or if any of its representations are untrue or any of its warranties is breached, and DEPOSITOR does not cure such breach or default within 30 days of DEPOSITOR receiving notice of such breach or default from BANK, then after expiration of such 30 day cure period, BANK may terminate this Agreement and withdraw its funds by giving DEPOSITOR written notice of termination and withdrawal.

This Agreement may be amended in a writing executed by both the DEPOSITOR and the BANK.

13. Post-Termination/Expiration Obligations.

When the relationship of DEPOSITOR and BANK shall have ceased to exist, and when BANK shall have properly paid out all deposits of DEPOSITOR, it shall be the duty of DEPOSITOR to give the CUSTODIAN a certificate to that effect. Upon CUSTODIAN'S receipt of such certificate, the CUSTODIAN shall redeliver to BANK all collateral then in its possession belonging to BANK for the benefit of DEPOSITOR, and taking its receipt for such delivery. An order in writing presented to the CUSTODIAN by DEPOSITOR and a receipt for such collateral by BANK shall constitute a full and final release of the CUSTODIAN of all its duties and obligations under this Agreement, and the CUSTODIAN shall not have any liability of any kind whatsoever to both DEPOSITOR and BANK, except for any liability as set forth in Section 7 above where such liability arose while the collateral was in CUSTODIAN'S control.

14. Representations and Warranties of the Parties.

The BANK represents and warrants that:

- (a) the BANK is the sole legal and actual owner of the securities or of a beneficial interest in the securities utilized to collateralize deposits;
- (b) other than the security interest granted to DEPOSITOR herein, no other security interest has been, nor will be, granted in the securities utilized to collateralize deposits;
- (c) BANK accounts are insured to the regulatory limits of the FDIC;
- (d) this Agreement has been approved by the BANK'S Board of Directors, and such approval is evidenced by a true and correct copy of the resolution of BANK'S Board of Directors adopted at the meeting at which this Agreement was approved (attached to this Agreement and incorporated for all purposes), and further, such approval is reflected in the minutes of such meeting of the Board of Directors; and
- (e) this Agreement is an official record of the BANK, and has been, and will continue to be, an official record of the BANK from the date of its approval by the BANK'S Board of Directors.

The DEPOSITOR represents, warrants and promises that:

- (a) the DEPOSITOR has complied with all applicable law governing the selection of a depository bank, that DEPOSITOR has full power and authority to enter into this Agreement, the Agreement is a valid and binding agreement enforceable against the DEPOSITOR pursuant to its terms, and does not and will not violate any statute or regulation applicable to DEPOSITOR;
- (b) all acts, conditions, and things required to exist, happen, or to be performed on DEPOSITOR'S part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed; and

- (c) DEPOSITOR will comply with the terms of any other agreements it may have with BANK in connection with this Agreement.

15. Incorporation of Request For Proposal and Response; Conflicting Provisions.

The DEPOSITOR'S Request for Proposal to provide Depository Bank Services dated January 15, 2010 ("RFP") and the BANK'S response to the DEPOSITOR'S Request For Proposal, dated March 1, 2010 ("Response"), are incorporated into this Agreement by reference. In the event of any conflicts between the RFP and the Response, the provisions of the RFP control. In the event of any conflicts between the Response and this Agreement regarding provisions and topics addressed in both documents, the provisions of this Agreement control. In the event of any provisions and topics addressed in the Response and not addressed in this Agreement, the Response controls.

16. Liability of the Parties.

The BANK's and DEPOSITOR'S duties and responsibilities to each other are limited as set forth in this Agreement, except with respect to any provisions of the law which cannot be varied or waived by agreement. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER BANK NOR DEPOSITOR WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS), OR FOR ANY INDIRECT LOSS THAT THE OTHER PARTY MAY INCUR OR SUFFER IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER (EVEN IF THE SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES.**

17. Invalidity; Severability.

If any clause or provision of this Agreement is for any reason held to be invalid, illegal, or unenforceable, such holding shall not affect the validity, legality, or enforceability of the remaining clauses or provisions of this Agreement.

18. Governing Law; Venue.

This Agreement shall be construed in accordance with the substantive laws of the State of Texas, without regard to conflicts of law principles thereof. BANK and DEPOSITOR consent to the non-exclusive jurisdiction of a state or federal court situated in Bexar County, Texas, in connection with any dispute arising from or relating to this Agreement. BANK and DEPOSITOR irrevocably waive, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that such proceeding brought in such a court has been brought in an inconvenient forum. BANK and DEPOSITORY each irrevocably waives any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement.

19. Notices.

Any communication, notice, or demand to be given hereunder shall be duly given when delivered in writing or sent by telex or facsimile to a party at its address indicated below.

If to the DEPOSITOR:

Milo Nitschke, CFO
Alamo Regional Mobility Authority
1222 N. Main Street, Suite 1000
San Antonio, TX 78212

If to BANK:

Tom Frost III

Senior Executive Vice President
Frost National Bank
P.O. Box 1600
San Antonio, TX 78296-1600

20. Security Measures.

BANK and DEPOSITOR agree to implement and follow mutually agreeable and adequate measures to protect the privacy and security of DEPOSITOR's transactions and information, including communications and information held by DEPOSITORY or BANK, or transmitted between DEPOSITOR and BANK. These measures may set forth in various BANK service-specific agreements or documentation, and shall address such issues as: (1) signature and identity verification; (2) fraud detection, prevention and reporting; (3) security codes and similar controls; (4) transmittal procedures and prior and proper authorization of telecopy, telephone, electronic and other transactions; (5) e-commerce issues such as encryption, e-mail security, and website security; and (6) computer and other access controls. BANK shall provide DEPOSITOR with at least 30 days prior written notice of any changes or amendments to the Bank's security procedures, as described in this Section 20 and elsewhere in this Agreement or other BANK service-specific agreements or documents, unless such changes or amendments must, in BANK'S sole opinion and discretion, be made: (i) immediately in order to guard against or mitigate a risk of fraud or criminal activity; or (ii) immediately to comply with an order or directive from law enforcement, court of law or any other regulatory agency with authority over the BANK's activities and operations.

21. Assignment and Binding Effect; Amendment.

The DEPOSITOR may not assign all or any part of its rights or obligations under the Agreement without the BANK'S prior express written consent, which may be withheld in the BANK'S sole discretion. The BANK may assign or delegate all or any part of its rights or obligations under the Agreement, including, without limitation, the performance of the services described herein. The Agreement will be binding on and inure to the benefit of the successors and permitted assigns of either party.

22. Third Party Service Providers.

In the normal course of its business, BANK may engage third party vendors or subcontractors to provide or assist in providing all or part of certain services. In the event that BANK engages such third party vendors or subcontractors, any contracts that BANK enters into with such third party vendors or subcontractors for the assistance in providing services under this Agreement shall contain necessary clauses requiring such third party vendors or subcontractors to comply with the provisions of this Agreement, including, but not limited to, levels of performance, service and data security. Any third party vendor or subcontractor used by BANK is an independent contractor and not the BANK'S agent. This Agreement may not be amended or modified in any manner except by written agreement executed by all of the parties.

23. Records, Reports and Audits.

BANK shall maintain separate, accurate and complete records relating to the DEPOSITOR'S funds, the pledged securities and all transactions relating to the pledged securities. BANK will also take reasonable steps to insure that the CUSTODIAN shall maintain separate, accurate and complete records relating to the pledged securities and all transactions relating to the pledged securities. DEPOSITOR and its representatives or agents shall have the right to examine and audit at any reasonable time upon 5 days prior written notice all records maintained pursuant to this Section 23.

IN WITNESS WHEREOF, the BANK and DEPOSITOR have caused this Agreement to be duly executed as of the _____ day of _____, 2010.

BANK:

THE FROST NATIONAL BANK, N.A.

ATTEST:

By: _____
Name: Tom Frost III
Title: Senior Executive Vice President

Name: Karen Faltisek
Title: Relationship Administrative Officer

DEPOSITOR accepts and agrees as the _____ day of _____, 2010.

DEPOSITOR:

ALAMO REGIONAL MOBILITY AUTHORITY

ATTEST:

By: _____
Name: Terry Brechtel
Title: Executive Director

Name:
Title:



SECURITY AGREEMENT

THE FROST NATIONAL BANK, N.A. (the "Bank"), for valuable consideration, the receipt and sufficiency of which is acknowledged, grants a security interest in and a pledge and assignment of (a) any and all Eligible Collateral (as defined below) from time to time held by The Federal Reserve Bank and/or Federal Home Loan Bank (the "Custodian"), identified on the Custodian's books as held for the account of the Depositor or jointly for the account of the Bank and the Depositor, together with (b) the products and proceeds of the foregoing and any substitutions or replacements thereof, whenever acquired and wherever located (the "Collateral") to ALAMO REGIONAL MOBILITY AUTHORITY (the "Depositor"), in order to secure the payment when due, of the Deposits (as defined below) pursuant to the depository agreement ("Depository Agreement") between the Bank and the Depositor, dated of even date with this security agreement (the "Agreement") :

1. Definitions. Except as otherwise expressly defined in this Agreement, all terms used herein which are defined in the Uniform Commercial Code as in effect from time to time in Texas (the "Code") have the same meaning as in the Code. All other terms capitalized but not defined herein or in the Code have the meanings assigned to them in the Depository Agreement.

"Account" shall mean the separate custodial account established with Custodian in the name of Bank and for the benefit and subject to the control of Depositor as secured party in accordance with this Agreement.

"Authorized Person" shall be any officer of Depositor or Bank, as the case may be, duly authorized to give Written Instructions on behalf of Depositor or Bank, respectively, such authorized persons for Depositor to be designated in a certificate substantially in the form of Exhibit B, attached hereto, as such exhibit may be amended from time to time, or as designated in such other forms as may be prescribed by the Bank.

"Book-Entry System" shall mean the Federal Reserve/Treasury Book Entry System for receiving and delivering U.S. Government Securities.

"Business Day" shall mean any day on which Custodian and Bank are open for business and on which the Book Entry System is open for business.

"Collateral Requirement" shall mean an amount of Securities with a Market Value equal to 102% of Uninsured Deposits; provided, however, to the extent that mortgage-backed securities (declining principal balance) are used as Eligible Collateral, "Collateral Requirement" shall mean an amount of Securities with a Market Value equal to 110% of Uninsured Deposits secured with such mortgage-backed securities.

"Deposits" shall mean all deposits by Depositor in Bank, including all accrued interest on such deposits, that are available for all uses generally permitted by Bank to Depositor for actually and finally collected funds under the Bank's account agreement or policies.

"Eligible Collateral" shall mean any Securities of the types enumerated in the Schedule of Eligible Collateral (which types are in compliance with the collateral policy adopted and approved by the

governing body of Depositor) attached hereto as Exhibit A, as such exhibit may be amended from time to time pursuant to a written amendment signed by each of the parties to this Agreement, and any Proceeds of such Securities.

"Market Value" shall mean: (i) with respect to any Security held in the Account, the market value of such Security as made available to Bank or Custodian by a generally recognized source selected by the Bank or the Custodian, plus, if not reflected in the market value, any accrued interest on such Security, or, if such source does not make available a market value, the market value shall be as determined by Custodian or the Bank in its sole discretion based on information furnished to Custodian or Bank by one or more brokers or dealers; and (ii) with respect to any cash held in the Account, the face amount of such cash.

"Proceeds" shall mean any principal or interest payments or other distributions made in connection with Eligible Collateral and anything acquired upon the sale, lease, license, exchange, or other disposition of Eligible Collateral.

"Security" or "Securities" shall include, without limitation, any security or securities held in the Book-Entry System; common stock and other equity securities; bonds, debentures and other debt securities; notes, mortgages, or other obligations; and any instruments representing rights to receive, purchase, or subscribe for the same, or representing any other rights or interests in such security or securities.

"Trust Receipt" shall mean evidence of receipt, identification, and recording, including a written or electronically transmitted advice or confirmation of transaction or statement of account. Each advice or confirmation of transaction shall identify the specific securities which are the subject of the transaction. If available, statements of account may be provided by the Bank or the Custodian at least once each month and when reasonably requested by the Depositor, and must identify all Eligible Collateral in the Account and its Market Value.

"Uninsured Deposits" shall mean that portion of the daily ledger balance (amount of funds plus the amount of any accrued interest on the funds) of Depositor's Deposits with Bank which exceeds the standard maximum deposit insurance amount ("SMDIA") of the Federal Deposit Insurance Corporation ("FDIC").

"Written Instructions" shall mean written communications actually received by Bank or Custodian from an Authorized Person or from a person reasonably believed by Bank or Custodian to be an Authorized Person by a computer, telex, telecopier, or any other system whereby the receiver of such communications is able to verify by codes or otherwise with a reasonable degree of certainty the identity of the sender of such communication.

2. Security Requirement.

(a) The Bank, to secure the timely payment of Uninsured Deposits made by Depositor, has deposited with Custodian certain Securities as more fully described in the initial confirmation or Trust Receipt of such deposit delivered by Custodian to Bank and Depositor respectively. Pursuant to the Code, the Custodian shall act as a bailee or agent of the Depositor and, to the extent not inconsistent with such duties, shall hold Securities as a securities intermediary (as such term is defined in Chapter 8 of the Code) in accordance with the provisions of this Agreement, the Depository Agreement, and of any agreement entered into with the Custodian further governing the provision of Security by the Bank for Uninsured Deposits.

- (b) (i) To secure the timely payment of Uninsured Deposits made by Depositor with Bank, Bank agrees to deliver or cause to be delivered to Custodian for transfer to the Account, Eligible Collateral having a Market Value equal or greater than the Collateral Requirement.
- (ii) If the Market Value of such Eligible Collateral on any Business Day is less than the Collateral Requirement for such day, the Bank shall be required to deliver additional Eligible Collateral having a Market Value equal to or greater than such deficiency as soon as possible but no later than the close of business of Custodian on the Business Day on which Bank determined such deficiency. If on any Business Day, the aggregate Market Value of the Eligible Collateral provided pursuant to this Agreement exceeds the Collateral Requirement for such day, Custodian shall, at the direction of Bank and with the approval of the Authorized Person acting on behalf of the Depositor, transfer from the Account to or for the benefit of Bank, Eligible Collateral having a Market Value no greater than such excess amount.
- (iii) When additional Eligible Collateral is required to cover incremental Deposits, the Bank must receive the request for collateral one (1) Business Day prior to the Business Day the incremental Deposits are received, and the Bank shall be required to deliver additional Eligible Collateral having a Market Value equal to or greater than the deficiency on the Business Day the incremental Deposits are received.
- (c) For any changes made to the Eligible Collateral held in the Account due to releases, substitutions, or additions of Eligible Collateral, the Custodian shall update its records of the Account accordingly as soon as possible and promptly issue a Trust Receipt to the Depositor and the Bank.
- (d) The Bank shall be entitled to income on Securities held by the Custodian in the Account, and the Custodian may dispose of such income as directed by Bank without approval of the Depositor, to the extent such income is not needed to meet the Collateral Requirement.

3. Custody of Securities. The parties agree that all Securities held in the Account shall be treated as financial assets. For purposes of the Code, the security interest granted by Bank in the Eligible Collateral and Proceeds for the benefit of the Depositor is created, attaches, and is perfected for all purposes under Texas law from the time Custodian identifies the pledge of any Eligible Collateral or Proceeds to the Depositor and issues a Trust Receipt to the Depositor for such Eligible Collateral or Proceeds. The security interest of the Depositor in Securities and all Proceeds shall terminate upon the transfer of such Securities or Proceeds from the Account.

4. Delivery of Securities. Bank and Depositor agree that Securities and Proceeds delivered to or received by Custodian for deposit in the Account may be in the form of credits to the accounts of Custodian in the Book Entry System. Bank and Depositor authorize Custodian on a continuous and ongoing basis to deposit in the Book Entry System all Securities and Proceeds that may be deposited therein and to utilize the Book Entry System in connection with its performance under this Agreement. Securities and Proceeds credited to the Account and deposited in the Book Entry System will be represented in accounts that include only assets held by Custodian or its agent(s) for third parties, including but not limited to accounts in which assets are held in a fiduciary, agency, or representative capacity.

The Bank acknowledges that to the extent permitted by law, the records of the Bank and/or the Custodian with respect to the pledge of Eligible Collateral as described in this Agreement: (a) may be inspected by the Depositor or by the Texas Comptroller of Public Accounts (the "Comptroller"), at any

time during regular business hours of the Bank or the Custodian; (b) such records may be subject to audit or inspection at any time pursuant to Sections 2257.025 and 2257.061 of the Texas Government Code, as amended; and (c) reports must be filed by the Custodian with the Comptroller when requested by the Comptroller.

5. Collection of Securities. If Depositor certifies in writing to Custodian that (a) Bank is in default under any underlying pledge or security agreement between Depositor and Bank, including the Depository Agreement and (b) Depositor has satisfied any notice or other requirement to which Depositor is subject pursuant to the Depository Agreement, then Depositor may give Custodian Written Instructions (x) to transfer specific amounts and issues of Securities held in the Account and, if applicable, specific amounts of the Proceeds held in the Account which have not previously been released to Bank, to designated accounts of Depositor and (y) to cease releasing to an account of Bank any Proceeds reflecting interest and principal on Securities in the Account as provided in Section 2(d).

6. Representation and Warranties.

(a) Representations of Bank. Bank represents and warrants, which representations and warranties shall be deemed to be continuing, that:

(i) the Board of Directors of the Bank has authorized the Bank to enter into this Agreement, and such authorization is reflected in the approving resolution of the Bank's Board of Directors and in the minutes of the meeting of the Board of Directors at which this Agreement was approved, and this Agreement has been legally and validly entered into and is enforceable against Bank in accordance with its terms;

(ii) this Agreement and the pledge of Eligible Collateral under this Agreement do not violate or contravene the terms of the Bank's charter documents, by-laws, or any agreement or instrument binding on the Bank or its property, or any statute or regulation applicable to the Bank;

(iii) the Bank has entered into this Agreement and the Depository Agreement (A) in the ordinary course of business, (B) in good faith and on an arm's-length basis with the Depositor, (C) not in contemplation of bankruptcy or insolvency, and (D) without intent to hinder, delay, or defraud the Bank's creditors;

(iv) a copy of each of (A) this Agreement, (B) the Depository Agreement, and (C) the resolution of the Board of Directors of the Bank approving this Agreement and the minutes of the meeting of the Board of Directors at which this Agreement was approved, have been placed (and will be continuously maintained) in the official records of the Bank;

(v) the Bank is sole legal and actual owner of the Securities or of beneficial interests in Securities deposited in the Account, free of all security interests or other encumbrances, except the security interest created by this Agreement;

(vi) this Agreement was executed by an officer of Bank who was authorized by the Bank's Board of Directors to do so;

(vii) the Bank is a bank or trust company duly authorized to do business in the State of Texas; and

(viii) all acts, conditions, and things required to exist, happen, or to be performed on its part precedent to and in the execution and delivery of this Agreement by it exist or have happened or have been performed.

(b) Representations of Depositor. Depositor represents and warrants, which representations and warranties shall be deemed to be continuing, that:

(i) this Agreement has been legally and validly entered into, has been approved by the Depositor's governing body, and does not and will not violate any statute or regulation applicable to it and is enforceable against Depositor in accordance with its terms;

(ii) the appointment of Custodian has been duly authorized by Depositor and this Agreement was executed by an officer of Depositor duly authorized to do so;

(iii) (A) all Securities identified on the Schedule of Eligible Collateral, attached hereto as Exhibit A, may be used to secure Depositor's Uninsured Deposits under applicable statutes and regulations, (B) the Collateral Requirement meets the requirements of such applicable statutes and regulations, (C) the governing board of Depositor has approved a collateral policy which authorizes all such Securities to be used as Eligible Collateral, and (D) such collateral policy complies with all applicable statutes and regulations;

(iv) it will not sell, transfer, assign, convey, pledge, or otherwise dispose in whole or in part its interests in or the rights with respect to any Securities deposited in the Account, or the Proceeds of such Securities, except as permitted in Section 5 of this Agreement;

(v) all acts, conditions, and things required to exist, happen, or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed;

(vi) Depositor will comply with the terms of any other agreements it may have with the Bank in connection with this Agreement; and

(vii) In the event Depositor requests any financial services from the Bank other than depository services, the Depositor shall provide the Bank with a copy of the Depositor's current investment policy.

7. Continuing Agreement. This Agreement shall continue and remain in full force and effect and shall be binding upon the Bank and its successors and assigns until such time as (a) all Deposits have been paid in full to the Depositor or otherwise paid as instructed by the Depositor, and (b) the Depository Agreement is no longer in effect.

8. Rights and Remedies of the Depositor. The Depositor's rights and remedies with respect to the Collateral shall be those of a secured party under the Code and under any other applicable law, as the same may from time to time be in effect, in addition to those rights granted in this Agreement, in the Depository Agreement, and in any other agreement in effect between the Bank and the Depositor. The Depositor agrees to provide the Bank and the Custodian with reasonable notice of the sale, disposition, or other intended action subject to the provisions of this Agreement in connection with the Collateral, whether required by the Code or otherwise.

9. **Application of Proceeds by the Depositor.** In the event the Depositor sells or otherwise disposes of the Collateral in the course of exercising the remedies provided for in Section 5 above and in the Depository Agreement, any amounts held, realized, or received by the Depositor pursuant to the provisions of this Agreement, including the proceeds of the sale, in whole or in part, of any of the Collateral, shall be applied by the Depositor first toward the payment of any costs and expenses incurred by the Depositor in enforcing this Agreement, in realizing on or protecting any Collateral and in enforcing or collecting any Deposits, including attorneys' fees, and then toward payment of the Deposits in such order or manner as the Depositor may elect. Any Collateral remaining after such application and after payment to the Depositor of all the Deposits in full shall be paid or delivered to the Bank, its successors or assigns, or as a court of competent jurisdiction may direct.

10. **Notices.** Any communication, notice, or demand to be given under this Agreement shall be duly given when delivered in writing or sent by telex or facsimile to a party at its address indicated below.

If to the Depositor, at:

Mr. Milo Nitschke
Chief Financial Officer
Alamo Regional Mobility Authority
1222 N. Main Street, Suite 1000
San Antonio, TX 78212

If to the Bank, at:

Ms. Donna Easterling
Assistant Vice President
Frost National Bank
P. O. Box 1600
San Antonio, TX 78296

11. **Miscellaneous.**

(a) **Updating Certificate of Authorized Persons.** Depositor agrees to furnish to Bank a new and updated "Certificate of Authorized Persons" substantially in the form of Exhibit B, attached hereto, or in similar form as Bank may require, within a reasonable amount of time after there are additions or deletions to list of Authorized Persons authorized to act on behalf of the Depositor.

(b) **Invalidity; Severability.** If any clause or provision of this Agreement is for any reason held to be invalid, illegal or unenforceable, such holding shall not affect the validity, legality or enforceability of the remaining clauses or provisions of this Agreement.

(c) **Amendment.** This Agreement may not be amended or modified in any manner except by written agreement executed by all of the parties.

(d) **Assignment and Binding Effect.** The Depositor may not assign all or any part of its rights or obligations under the Agreement without the Bank's prior express written consent, which may be withheld in the Bank's sole discretion. The Bank may assign or delegate all or any part of its rights or obligations under the Agreement, including, without limitation, the performance of the services described herein. The Agreement will be binding on and inure to the benefit of the successors and permitted assigns of either party.

(e) **Governing Law; Venue.** This Agreement shall be construed in accordance with the substantive laws of the State of Texas, without regard to conflicts of law principles thereof. Bank and Depositor hereby consent to the non-exclusive jurisdiction of a state or federal court situated in Bexar

County, Texas, in connection with any dispute arising hereunder. Bank and Depositor hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that such proceeding brought in such a court has been brought in an inconvenient forum. Bank and Depositor each hereby irrevocably waives any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement.

(f) Liability of the Parties. The Bank's and Depositor's duties and responsibilities to each other are limited as set forth in this Agreement, except with respect to any provisions of the law which cannot be varied or waived by agreement. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER BANK NOR DEPOSITOR WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS) OR FOR ANY INDIRECT LOSS THAT THE OTHER PARTY MAY INCUR OR SUFFER IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER (EVEN IF SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES.**

IN WITNESS WHEREOF, the Bank and Depositor have caused this Agreement to be duly executed as of the _____ day of _____, 2010.

THE FROST NATIONAL BANK, N.A.

By _____
Name: Tom Frost III
Title: Senior Executive Vice President
Dated: _____

DEPOSITOR ACCEPTS AND AGREES
as of _____, 20__

ALAMO REGIONAL MOBILITY AUTHORITY

By _____
Name: Terry Brechtel
Title: Executive Director

EXHIBIT A
Schedule of Eligible Collateral

Eligible Collateral

All funds on deposit under the provisions of this agreement shall be continuously secured in accordance with the Texas Public Funds Collateral Act, Chapter 2257 of the Texas Government Code.

The following securities are approved as collateral for Alamo Regional Mobility Authority funds:

1. United States Treasury Notes, Bills, Bonds or obligations fully and unconditionally guaranteed as to principal and interest by the full faith and credit of the United States.
2. Obligations of the Federal Home Loan Bank, Federal Home Loan Mortgage Corporation, or the Federal National Mortgage Association.
3. Obligations of the Government National Mortgage Association.
4. Any obligation of an approved government agency which is considered to be an asset-backed, mortgage-backed, or pooled security.
5. Direct obligations of this State or its agencies or instrumentalities.
5. Letters of Credit issued by the Federal Home Loan Bank.

**EXHIBIT B
 CERTIFICATE OF AUTHORIZED PERSONS
 (Depositor)**

The undersigned hereby certifies that he/she is the duly elected and acting _____ of _____ (the "Depositor"), and further certifies that the following officers or employees of Depositor have been duly authorized in conformity with the approval of the Depositor's governing body to deliver Written Instructions to the [name of custodian] ("Custodian") pursuant to the Security Agreement between Depositor and the Bank dated _____, and that the signatures appearing opposite their names are true and correct:

Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature

This certificate supersedes any certificate of authorized individuals you may currently have on file.

[corporate
 seal]

Title:

Date:



ALAMO RMA

Alamo Regional Mobility Authority

"Moving people faster"

Board Memorandum

To: Alamo RMA Board of Directors

From: Terry M. Brechtel, Executive Director

Copies: File

Date: Wednesday, April 7, 2010

TMB

Agenda Item 6: Discussion and appropriate action on a resolution authorizing the Executive Director to execute an interlocal agreement with the Texas Department of Transportation for off-site materials inspection and testing for the U.S. 281 Super Street project

The Alamo RMA has proposed to enter into an Interlocal agreement with the Texas Department of Transportation to provide off-site material inspection and testing to assist with quality assurance and control for prefabricated materials for the U.S. 281 Super Street project (the "Project").

As the Texas Department of Transportation has inspectors across the state, these inspectors can be available to perform the necessary inspections to allow for materials to be constructed or developed off the Project job site, and be accepted for use within the Project.

The cost for the off-site inspection will be paid by the Alamo RMA from the Project budget when the services of the inspectors are utilized.

In order to engage the services of the TxDOT inspectors, the Alamo RMA must enter into the interlocal agreement with TxDOT.

Staff recommends approval of this resolution.

BOARD OF DIRECTORS

DR. WILLIAM E. THORNTON
CHAIRMAN

ROBERT S. THOMPSON
VICE-CHAIR

REYNALDO L. DIAZ, JR.
SECRETARY/TREASURER

ARTHUR J. DOWNEY, JR.

JAMES R. REED

ROBERT G. RODRIGUEZ

CHRISTEL VILLARREAL

TERRY M. BRECHTEL
EXECUTIVE DIRECTOR

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**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
ALAMO REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 10-22

WHEREAS, the Alamo Regional Mobility Authority (“Alamo RMA”) was created pursuant to the request of Bexar County and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code §26.01, *et. seq.* (the “RMA Rules”); and

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

WHEREAS, on January 14, 2009 pursuant to Resolution No. 09-04, the Alamo RMA Board of Directors authorized the submission of various proposed projects for consideration under the federal economic stimulus program, the American Recovery and Reinvestment Act of 2009 (the “Federal Stimulus Funds”), including the proposed “Super Street” project on U.S. 281 North (the “U.S. 281 Super Street Project”); and

WHEREAS, in connection with the development and construction of the U.S. 281 Super Street Project, in addition to the Federal Stimulus Funds, the City of San Antonio (the “City”), and the Advanced Transportation District (the “ATD”) will also serve as sources of funding; and

WHEREAS, pursuant to Minute Order 111817, the Texas Transportation Commission authorized the Alamo RMA to construct improvements to the state highway system in connection with the U.S. 281 Super Street Project and authorized the execution of a project development agreement with the Alamo RMA for such improvements; and

WHEREAS, pursuant to Resolution No. 09-31, dated October 8, 2009, the Alamo RMA Board of Directors approved an Advance Funding Agreement and a Memorandum of Understanding with TxDOT to provide funds for the development and construction of the U.S. 281 Super Street Project and the monitoring of the performance results from the U.S.281 Super Street Project; and

WHEREAS, in connection with the oversight of the construction of the U.S. 281 Super Street Project by the Alamo RMA, it is important to provide for the independent testing of materials used in the Project; and

WHEREAS, TxDOT has the resources and expertise to provide such testing services at a reasonable cost; and

WHEREAS, Alamo RMA staff recommends that the Alamo RMA enter into the Interlocal Agreement attached hereto as Attachment “A” with TxDOT to authorize TxDOT to provide materials inspection and testing for the U.S. 281 Super Street Project;


NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the Alamo RMA hereby approves the entry into the Interlocal Agreement, in the form or substantially the same form attached hereto as Attachment “A”, between TxDOT and the Alamo RMA; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized to execute such Interlocal Agreement on behalf of the Alamo RMA.

Adopted by the Board of Directors of the Alamo Regional Mobility Authority on the 15th day of April, 2010.

Submitted and reviewed by:

Approved:



Terry M. Brechtel
Executive Director for the Alamo
Regional Mobility Authority

William E. Thornton
Chairman, Board of Directors
Resolution Number 10-22
Date Passed 04/15/10



ALAMORMA

Alamo Regional Mobility Authority

"Moving people faster"

Board Memorandum

To: Alamo RMA Board of Directors

From: Terry M. Brechtel, Executive Director

TMB

Copies: File

Date: Wednesday, April 7, 2010

BOARD OF DIRECTORS

DR. WILLIAM E. THORNTON
CHAIRMAN

ROBERT S. THOMPSON
VICE-CHAIR

REYNALDO L. DIAZ, JR.
SECRETARY/TREASURER

ARTHUR J. DOWNEY, JR

JAMES R. REED

ROBERT G. RODRIGUEZ

CHRISTEL VILLARREAL

TERRY M. BRECHTEL
EXECUTIVE DIRECTOR

Agenda Item 7: Discussion and appropriate action on the financial statements for the period ending March 31, 2010

Carrie Conner, Comptroller for the Alamo RMA, will present the monthly financial statements for the periods ending March 31, 2010.

Staff recommends acceptance of the financial statements to be recorded in the minutes of the meeting.

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ALAMO REGIONAL MOBILITY AUTHORITY

FINANCIAL STATEMENTS

March 31, 2010

Board of Directors Reports

ALAMO REGIONAL MOBILITY AUTHORITY

Balance Sheet

March 31, 2010

ASSETS

Current Assets:	
Cash and cash investments	14,567,197
Total Current Assets	<u>14,567,197</u>
Noncurrent Assets:	
Capitalized cost (see Statement of Capitalized Costs)	7,645,848
Total Noncurrent Assets	<u>7,645,848</u>
Other Assets:	
Prepaid Expense	8,844
Security Deposit	8,023
Total Other Assets	<u>16,868</u>
Total Assets	<u><u>22,229,914</u></u>

LIABILITIES AND FUND EQUITY

Current Liabilities:	
Accrued Expense	1,578,415
Accrued Vacation Time	49,368
Total Current Liabilities	<u>1,627,783</u>
Other Liabilities:	
Bexar County Loan #1 Payable	250,000
Bexar County Loan #2 Payable	500,000
City of San Antonio Loan #1 Payable	500,000
TxDOT Financial Assistance Agreement #1	913,890
TxDOT Financial Assistance Agreement #2	4,542,185
TxDOT Financial Assistance Agreement #3	3,043,925
TxDOT Financial Assistance Agreement #5	8,260,000
Deferred Revenue TxDOT ArmaGrant2	8,059,093
Deferred Revenue Local Transportation Project	
Advance Funding Agreement - US281 Superstreet	860,711
Deferred Revenue Bexar County - Loop 1604 Superstreet	150,000
Accrued Interest	195,564
Total Other Liabilities	<u>27,275,370</u>
Total Liabilities	<u>28,903,152</u>
Fund Deficit:	
Retained Deficit	(7,601,061)
Unreserved - Net loss	927,821
Total Fund Deficit	<u>(6,673,240)</u>
Total Liabilities and Fund Deficit	<u><u>22,229,914</u></u>

These financial statements are unaudited and for management's use only.

ALAMO
REGIONAL MOBILITY AUTHORITY
Statement of Capitalized Cost
March 31, 2010

	FISCAL YEAR THROUGH March 31, 2010	CUMULATIVE TOTAL THROUGH March 31, 2010
<u>US281N TOLL PROJECT</u>		
General Engineering Services	29,042	632,011
Environmental Impact Statement Services	1,546,395	2,229,644
Legal Counsel	47,363	168,926
Rating Agency	-	66,000
Project Development Advisor	-	3,269
Biological Assessment Team	-	30,991
Meeting Facilitators	-	4,655
Legal/Public Notices	482	1,874
Financial Advisor	-	34,942
TOTAL CAPITALIZED COST - US281N	Note 1 <u>1,623,281</u>	<u>3,172,312</u>
<u>LOOP 1604 TOLL PROJECT</u>		
General Engineering Services	23,613	83,651
Environmental Impact Statement Services	1,861,634	2,881,956
Legal Counsel	2,303	43,318
Rating Agency	-	-
Project Development Advisor	-	2,194
Biological Assessment Team	-	30,991
Meeting Facilitators	-	4,655
Legal/Public Notices	8,192	10,747
TOTAL CAPITALIZED COST - LOOP 1604	Note 1 <u>1,895,742</u>	<u>3,057,512</u>
<u>US281 INTERCHANGE PROJECT</u>		
General Engineering Services	128,308	359,883
Environmental Impact Statement Services	-	-
Legal Counsel	24,813	82,692
Rating Agency	-	-
Project Development Advisor	-	1,325
Biological Assessment Team	-	-
Meeting Facilitators	-	-
Legal/Public Notices	4,717	13,443
TOTAL CAPITALIZED COST - US281 INTERCHANGE	Note 1 <u>157,838</u>	<u>457,343</u>
<u>US281N SUPERSTREET PROJECT</u>		
General Engineering Services	247,264	840,389
Environmental Impact Statement Services	-	-
Legal Counsel	12,156	16,400
Rating Agency	-	-
Project Development Advisor	-	-
Biological Assessment Team	-	-
Meeting Facilitators	-	-
Legal/Public Notices	3,354	9,724
TOTAL CAPITALIZED COST - US281N SUPERSTREET	Note 1 <u>262,774</u>	<u>866,513</u>

	FISCAL YEAR THROUGH March 31, 2010	CUMULATIVE TOTAL THROUGH March 31, 2010
<u>LOOP 1604 SUPERSTREET PROJECT</u>		
General Engineering Services	92,171	92,171
Environmental Impact Statement Services		
Legal Counsel		
Rating Agency		
Project Development Advisor		
Biological Assessment Team		
Meeting Facilitators		
Legal/Public Notices		
	<u>92,171</u>	<u>92,171</u>
TOTAL CAPITALIZED COST	<u>4,031,806</u>	<u>7,645,849</u>

Note 1: Professional Services for the fiscal year and cumulative total also include accruals for services provided, but not paid, and are as follows:

	<i>Fiscal Year</i>		<i>Cumulative Total</i>
HNTB	802,528	HNTB	2,290,236
Moodys	-	Moodys	66,000
Locke Lord	86,635	Locke Lord/Tuggy	311,336
Jim Griffin	-	Jim Griffin	6,788
Blanton & Associates	-	Blanton & Associates	61,982
Adisa Communications	-	Adisa Communications	9,310
Michael Baker Jr., Inc.	1,861,635	Michael Baker Jr., Inc.	2,881,957
Jacobs Engineering Group,	1,264,265	Jacobs Engineering Group, Inc.	1,947,514
Estrada Hinijosa	-	Estrada Hinijosa	34,942
ATT	12	ATT	12
Newspapers	-	Newspapers	-
SA Express News	10,090	SA Express News	24,455
La Prensa	3,907	La Prensa	6,230
Dallas Morning News	892	Dallas Morning News	3,246
San Antonio Current New	385	San Antonio Current News	385
Daily Commercial Record	109	Daily Commercial Record	109
Houston Chronicle	726	Houston Chronicle	726
Austin American Statesm.	199	Austin American Statesman	199
San Antonio Business Jou	90	San Antonio Business Journal	90
Helotes Echo	111	Helotes Echo	111
Other	225	Other	225
	<u>4,031,806</u>		<u>7,645,849</u>

These financial statements are unaudited and for management's use only.

ALAMO
REGIONAL MOBILITY AUTHORITY
Statement of Revenue, Expenses and Changes in Fund Deficit
For the period ending March 31, 2010

	ACTUAL MONTH	ACTUAL FISCAL YEAR	ADOPTED BUDGET FISCAL YEAR	ACTUAL VS. BUDGET VARIANCE FISCAL YEAR
Operating Income				
Grant Revenue	448,414	1,697,934	-	1,697,934
Operating Expenses:				
Salary, Benefits and Retirement Expense	98,442	586,417	569,334	(17,083)
Payroll Tax Expense	6,976	33,438	33,264	(174)
Accrued Vacation	-	-	-	-
Travel/Conference & Staff Develop/Licensure	1,034	8,881	28,413	19,531
Insurance Expense	916	6,919	7,386	467
Website Maintenance	-	300	375	75
Telephone	674	5,535	10,050	4,515
Supplies	203	2,229	3,309	1,080
Printing	4,472	4,676	3,000	(1,676)
Postage	273	1,037	1,500	463
Equipment	1,745	17,339	17,526	187
Subscriptions	97	271	750	479
Office Space	8,023	47,538	50,174	2,636
Meeting Expense	147	2,531	2,680	149
Memberships		4,605	3,090	(1,515)
Professional Services	377	25,074	75,000	49,926
Advertising/Recruiting		1,228	1,750	522
Miscellaneous Expense	247	1,131	1,119	(12)
Total Operating Expenses	<u>123,627</u>	<u>749,150</u>	<u>808,720</u>	<u>59,570</u>
Non-Capitalized Equipment Purchases	<u>1,370</u>	<u>2,428</u>	<u>65,500</u>	<u>63,072</u>
Operating Income/(Loss)	<u>323,417</u>	<u>946,356</u>	<u>(874,220)</u>	<u>1,820,576</u>
Non-Operating Income:				
Interest Income	105	491	-	491
Nonoperating Expenses:				
Interest Expense	<u>3,171</u>	<u>19,026</u>	<u>19,025</u>	<u>(1)</u>
Non-Operating Income/(Loss)	<u>(3,066)</u>	<u>(18,535)</u>	<u>(19,025)</u>	<u>490</u>
Net Loss	<u><u>320,349</u></u>	<u><u>927,822</u></u>	<u><u>(893,244)</u></u>	<u><u>1,821,069</u></u>
Retained deficit at October 1, 2009		(7,601,061)		
Retained deficit at March 31, 2010		(6,673,240)		

Note 1: Professional Services for the month and fiscal year also include accruals for services provided, but not paid, and are as follows:

	<i>March</i>		<i>Fiscal Year</i>
	-		
Garza Gonzalez		Garza Gonzalez	15,600
Locke Lord	377	Locke Lord	9,474
	<u>377</u>		<u>25,074</u>

These financial statements are unaudited and for management's use only.

ALAMO
REGIONAL MOBILITY AUTHORITY

Statement of Cash Flow

For the period ending March 31, 2010

OPERATING ACTIVITIES:	
Income (Loss) from Operations	927,821
Adjustments to reconcile loss from operations to net cash used by operating activities:	
Increase (Decrease) in Deferred Revenue	5,052,066
Increase (Decrease) in Interest Payable	19,026
(Increase) Decrease in Prepaid Expense	(5,601)
Increase (Decrease) in Accounts Payable	(1,196,791)
Increase (Decrease) in Accrued Expense	1,578,415
Increase (Decrease) accrued paid leave	-
(Increase) Decrease in Security Deposits	-
Net cash provided by Operating Activities	<u>6,374,936</u>
CAPITAL FINANCING ACTIVITIES	
Purchase US281N Project Assets	(1,623,282)
Purchase Loop 1604 Project Assets	(1,895,742)
Purchase US281N Interchange Project Assets	(157,838)
Purchase US281N Super Street Project Assets	(262,775)
Purchase Loop 1604 Super Street Project Assets	(92,171)
Net cash used by Capital Financing Activities	<u>(4,031,807)</u>
NON-CAPITAL FINANCING ACTIVITIES:	
Proceeds TxDOT FAA #3	-
Proceeds TxDOT FAA #5	4,130,000
Net cash provided by Non-Capital Financing Activities	<u>4,130,000</u>
Net cash increase (decrease) for period	<u>6,473,128</u>
Net increase (decrease) in cash and cash investments	
Cash and Cash Investments, October 1, 2009	8,094,069
Cash and Cash Investments, March 31, 2010	<u>14,567,197</u>
Net cash increase (decrease) for period	<u>6,473,128</u>

These financial statements are unaudited and for management's use only.



ALAMO RMA
Alamo Regional Mobility Authority
"Moving people faster"

Board Memorandum

To: Alamo RMA Board of Directors

From: Terry M. Brechtel, Executive Director *TMB*

Copies: File

Date: Wednesday, April 7, 2010

Agenda Item 8: Executive Director's Report

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

- A) Board Calendar and notification of upcoming events
- B) Status report of GEC Work Authorizations
- C) Monthly Update on the US 281 / Loop 1604 Interchange Project
- D) Monthly Update on the US 281 Super Street Project
- E) Monthly Update on the Loop 1604 Super Street Project
- F) Monthly Update on the US 281 Environmental Impact Statement process
- G) Monthly Update on the Loop 1604 Environmental Impact Statement process
- H) Legislative Update

This information is included in your packets for your review.

There is no action required of the Board on this item.

BOARD OF DIRECTORS

DR. WILLIAM E. THORNTON
CHAIRMAN

ROBERT S. THOMPSON
VICE-CHAIR

REYNALDO L. DIAZ, JR.
SECRETARY/TREASURER

ARTHUR J. DOWNEY, JR

JAMES R. REED

ROBERT G. RODRIGUEZ

CHRISTEL VILLARREAL

TERRY M. BRECHTEL
EXECUTIVE DIRECTOR

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ALAMO RMA
 Alamo Regional Mobility Authority
 "Moving people faster"

May 2010 Alamo RMA Calendar

SUN	MON	TUE	WED	THU	FRI	SAT
2	3 Alamo RMA Planning Committee Meeting 3:30 p.m. – RMA Offices	4	5	6	7 Alamo RMA (L. Alloway) presentation to Oak Hills Rotary – Noon	8
9	10 Alamo RMA Finance Committee Meeting - 4 p.m. – RMA Offices	11	12	13 Alamo RMA Board of Directors Meeting – 1:00 p.m. AACOG	14	15
16	17 Alamo RMA Planning Committee Meeting – 3:30 p.m. – RMA Offices	18	19	20	21	22
23	24 San Antonio Bexar County MPO – 1:30 p.m. at VJA Metro Center – San Pedro	25 Alamo RMA (T. Brechtel) presentation to WTS – Noon	26	27	28	29
30	31 Alamo RMA Holiday – RMA Offices Closed – Memorial Day					



ALAMO RMA
 Alamo Regional Mobility Authority
 "Moving people better"

April 2010 Alamo RMA Calendar

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5 Alamo RMA Planning Committee Meeting - 3:30 p.m. RMA Offices	6	7 US 281 Community Advisory Committee Mtg # 3	8	9	10
11	12 RMA Finance Committee Mtg - 4:00 p.m. RMA Offices Loop 1604 EIS Scoping Meeting # 2 @Valero - 6 p.m.	13 Loop 1604 EIS Scoping Meeting # 2 @Live Oak Civic Center -- 6 p.m.	14 Loop 1604 EIS Scoping Meeting # 2 @Vale Middle School - 6 p.m.	15 Alamo RMA Board of Directors Meeting - 1:00 p.m. AACOG	16	17
18	19 Alamo RMA Planning Committee Meeting - 3:30 p.m. RMA Offices	20 Alamo RMA (L. Alloway) presentation to Kiwanis Club - Noon at Barn Door	21 Alamo RMA (T. Brechtel) presentation to SA Real Estate Council Leadership Day - Noon	22	23 Alamo RMA Holiday - Office Closed - Battle of San Jacinto / Battle of Flowers	24
25	26 San Antonio Bexar County MPO - 1:30 p.m. at V/A Metro Center - San Pedro	27	28	29 US 281 EIS Public Meeting # 3 @Summit Christian Center - 5:30 p.m.	30	May 1 st



ALAMO RMA
 Alamo Regional Mobility Authority
 "Moving people faster"

June 2010 Alamo RMA Calendar

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7 Alamo RMA Planning Committee Meeting - 3:30 p.m. - RMA Offices	8	9	10 Alamo RMA Board of Directors Meeting - 1:00 p.m. - AACOG	11	12
13	14 Alamo RMA Finance Committee Meeting - 4:00 p.m. - RMA Offices	15	16	17	18	19
20	21 Alamo RMA Planning Committee Meeting - 3:30 p.m. - RMA Offices	22	23	24	25	26
27	28 San Antonio Bexar County MPO Meeting - 1:30 p.m. VIA Community Ctr	29	30			

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GEC ACTIVITIES REPORT

March 2010

The efforts this month focused on procurement, technical support, public involvement, and environmental tasks on the US 281/Loop 1604 Interchange Project, US 281 Superstreet Project, and the Loop 1604 Superstreet Project. Technical support was provided for the **Design/Build procurement efforts**, including the **completion of the proposal review process**. **Construction inspection services** were initiated on the US 281 Superstreet Project which began construction on March 15. **Traffic analysis** efforts continued for the **Loop 1604 Superstreet** project as well as work on the **schematic design** and the **categorical exclusion environmental document**. Support was also provided to the RMA staff in the current **community involvement efforts**.

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

Environmental Support Efforts:

- Continued work on the Loop 1604 Superstreet Categorical Exclusion

Technical Support Efforts:

- Assisted RMA staff with Design/Build procurement efforts for the US 281/Loop 1604 Interchange; completed proposal reviews; assisted in the evaluation and scoring for the Design/Builder selection
- Continued work on the traffic analysis and schematic design for the SH 151 underpass at Loop 1604 project
- Completed schematic design and pavement design for the Loop 1604 Superstreet project
- Initiated PS&E plans for the Loop 1604 Superstreet Project
- Initiated construction oversight and inspection efforts for the US 281 Superstreet project

Community Relations Efforts:

- Supported Alamo RMA staff in public relations and outreach efforts
- Supported Alamo RMA staff at the US 281 Superstreet Groundbreaking

Alamo Regional Mobility Authority
General Engineering Consultant Services

GEC TEAM WORK AUTHORIZATION STATUS - as of March 26, 2010

Work Auth. No.	Project Management	BUDGET STATUS				REMARKS
		Amounts under Commitment	Costs to be billed through 003/26/10*	BALANCE	% COMPLETE	
		\$1,737,957	\$1,542,647	\$195,310		
1	General Engineering Services / Timeline	\$23,943	\$23,943	\$0	100%	Work Complete
3	General Engineering Services / Implementation Planning	\$24,508	\$24,508	\$0	100%	Work Complete
9.1	Project Management	\$1,302,983	\$1,302,983	\$0	100%	Work Complete
10	General Engineering Assistance	\$24,633	\$24,633	\$0	100%	Work Complete
19	Project Management	\$381,980	\$185,580	\$195,310	48%	Ongoing Tasks - Management / Administration / Coordination
	Public Involvement Program	\$1,050,404	\$688,683	\$361,711		
2	Phase 1 - Public Surveys & Key Messages	\$69,982	\$69,982	\$0	100%	Work Complete
4	Phase 1A - Message Delivery & Media	\$292,160	\$292,160	\$0	100%	Work Complete
11	Phase 1B - Public Involvement & Outreach	\$281,368	\$281,368	\$0	100%	Work Complete
13	Public Involvement Services	\$153,418	\$153,418	\$0	100%	Work Complete, balance decommissioned = \$559,437
18	General Public Involvement Support	\$273,478	\$191,787	\$81,711	70%	Ongoing Tasks - Assist with PI and outreach for US 281/Loop 1604
	Loop 1604 Engineering Services	\$893,345	\$186,817	\$706,728		
5	Initial CDA Evaluation	\$13,984	\$13,984	\$0	100%	Work Complete
21	Loop 1604 Engineering Services	\$110,832	\$52,429	\$58,403	47%	No work this month.
23	Loop 1604 Super Street	\$768,529	\$120,204	\$648,325	16%	Continued Categorical Exclusions, traffic operations modeled, initiated design
	IH35 Project Development	\$610,842	\$610,842	\$0		
6	Development of Work Plan and Schedule for IH35 Project	\$24,611	\$24,611	\$0	100%	Work Complete
9.5	IH 35 Toll Project - Phase 1	\$586,231	\$586,231	\$0	100%	Work Complete
	SH16 (Bandera Road) Project Development	\$1,114,786	\$1,114,786	\$0		
7/7.1	Development of Work Plan and Schedule, Data Analysis	\$43,862	\$43,862	\$0	100%	Work Complete
9.2	SH 16 Toll Project - Phase 1	\$824,350	\$824,350	\$0	100%	Work Complete
9.6	SH 16 Toll Project - Phase 2	\$299,929	\$299,929	\$0	100%	WA closed, balance decommissioned = \$1,592,831
12	Bandera Road Community Working Group Process	\$146,645	\$146,645	\$0	100%	WA closed, balance decommissioned = \$85,922
	US281/Wurzbach Parkway Inter. Project Development	\$637,797	\$637,797	\$0		
8/8.1	Development of Work Plan and Schedule for US281/WP Project	\$36,319	\$36,319	\$0	100%	Work Complete
9.3	Wurzbach Parkway	\$95,431	\$95,431	\$0	100%	WA closed
9.3F	Wurzbach Parkway and Interchange Project	\$498,480	\$498,480	\$0	100%	WA closed, balance decommissioned = \$1,015,790,338
9.4	Wurzbach Parkway Preliminary Cost Study	\$9,567	\$9,567	\$0	100%	Work tasks moved to 9.3F
	281 Engineering Services	\$4,130,784	\$2,737,735	\$1,393,048		
14	281 Toll Project: Procurement, GEC report, technical support.	\$1,289,419	\$1,289,567	-\$148	100%	No work this month.
15	281 Toll Project: Toll Support/IT Systems	\$84,452	\$3,101	\$81,351	4%	No work this month.
16	281 Toll Project: ROW Acquisition Services	\$910,605	\$237,740	\$672,865	26%	Acquisition services stopped
20	281 Engineering and Environmental Support Services	\$670,894	\$581,658	\$109,036	84%	D/B procurement; technical assistance
22	281 Super Street	\$834,443	\$593,628	\$240,815	71%	Additional design modifications, traffic analysis
25	281 Super Street/CEI	\$290,971	\$1,841	\$289,130	1%	Initiated CEI services for 281 Superstreet
26	281 VISSIM Model	\$90,000	\$50,000	\$40,000	100%	Work Complete.
	Project Summary Status	\$10,175,914	\$7,799,116.48	\$2,376,797		

* Figures do not include outstanding subconsultant invoices

**Alamo Regional Mobility Authority
 General Engineering Consultant Services
 DBE and Local Effort Distribution (through 03/26/10)**

Total Contracted (through 03/26/10)		\$	10,175,914
DBE Contracted (through 03/26/10)	18%	\$	1,785,969
Total Costs (through 03/26/10)		\$	7,799,117
DBE Costs (through 03/26/10)	17%	\$	1,355,929
Local Effort Costs (through 03/26/10)	95%	\$	7,387,131

SUPPORTING INFORMATION

DBE Effort Distribution (through 03/26/10)

	Contracted	Invoiced
Arias and Associates	\$ 71,181	\$ 16,924
Foster	\$ 72,640	\$ -
Guerra DeBerry Coody	\$ 95,204	\$ 95,197
Kelly Morris Public Relations	\$ 36,655	\$ 10,561
Poznecki-Camarillo & Associates	\$ 392,125	\$ 311,673
RJ Rivera & Associates	\$ 582,052	\$ 577,435
Rodriguez Transportation Group	\$ 261,734	\$ 148,025
Vickrey & Associates	\$ 222,064	\$ 170,480
Miscellaneous Vendors	\$ 52,315	\$ 25,634
Total	\$ 1,785,969	\$ 1,355,929

Local Effort Distribution (through 03/26/10)

	Local	Non-local	Total	% Local
HNTB	\$ 4,935,386	\$ 351,014	\$ 5,286,399	93.36%
Subconsultants	\$ 2,451,746	\$ 60,972	\$ 2,512,718	97.57%
Total	\$ 7,387,131	\$ 411,986	\$ 7,799,117	94.72%

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Date March 11, 2010
To Lisa Adelman, Legal Counsel to the Alamo RMA
From Jimmy Robertson, AICP
Subject US 281 EIS
Period January 30, 2010 – February 26, 2010

A. Activities During Reporting Period (February 2010)

Project Management and Coordination

- Updated the project schedule
- Executed supplemental authorization #2 to Work Authorization #2
- Submitted invoice and progress report #9
- Began preparations for Peer Technical Review Committee meeting
 - Revised November 2009 Peer Technical Review Committee meeting summary
- Continued coordination with UTSA officials on US 281 EIS internship program
- Maintained Project Files system
- Managed subcontractor work activity

Community Involvement

- Conducted PI team meetings
- Held coordination meeting with RMA community development staff
- Provided updates of the PI calendar
- Maintained and updated the US 281 EIS web pages
- Progressed re-design of new EIS web pages
- Continued social media outreach
- Submitted revised draft summary of questionnaire for RMA review
- Monitored project web site and other media outlets for information related to the US 281 EIS
- Continued planning for the third public meeting scheduled for April 29, 2010
 - Developed objectives, meeting format
 - Researched publications for ad placements, Street Banner pricing and placement requirements, and vendors for backup dynamic messaging
- Began work on Newsletter #3
 - Researched print bids
 - Outlined articles
- Continued planning for the third Community Advisory Committee Meeting
- Submitted draft meeting summary for CAC meeting #2 to RMA for review and comment
- Finalized Public Scoping Meeting #1 Summary Report

Assembly and Review of Data

- Continued to collect and analyze data, reports and maps

US 281 EIS Progress Report No. 10

Alternative Analysis

- Continued travel demand analyses using MPO model data
- Continued coordination with VIA consulting team regarding transit alternatives
- Continued alternatives screening analysis
- Continued conceptual design of alternatives
- Conducted work session with RMA to review screening results and alternatives
- Continued work on alternatives funding analysis

Draft EIS

- Prepared and distributed Right-of-Entry (ROE) request letters for biological surveys; maintained GIS data-base of ROE denials and permissions
- Began developing geometric drawings for reasonable alternatives
- Conducted internal coordination meeting with Loop 1604 EIS team regarding field work for karst and geologic assessments
- Scanned and reviewed previous geologic assessments for the project area
- Created detailed field maps for karst surveys within the right-of-way
- Performed karst feature surveys in the US 281 ROW from Borgfeld Road to Overlook Parkway and on privately owned parcels along US 281
- Continued baseline data gathering for indirect and cumulative impact analysis
- Initiated pre-field activities for karst and bird surveys
- Continued work on ICI baseline descriptions
- Submitted list of potential land use expert panelists to RMA for review
- Conducted coordination meeting with Loop 1604 EIS team regarding indirect and cumulative impact analysis; prepared meeting minutes

B. Activities Planned for Upcoming Month (March 2010)

Project Management and Coordination

- Update the project schedule
- Prepare and execute supplemental authorization #3 to Work Authorization #2
- Submit invoice and progress report #10
- Prepare for and conduct Peer Technical Review Committee meeting #2
 - Circulate final meeting summary to Peer Technical Review Committee
 - Prepare and distribute meeting package
- Continue coordination with UTSA officials on US 281 EIS internship program
- Maintain Project Files system
- Manage subcontractor work activity

Community Involvement

- Conduct PI team meetings
- Hold coordination meetings with RMA community development staff
- Maintain and update the US 281 EIS web pages
- Complete re-design and launch new EIS web pages
- Monitor and respond to emails from the US 281 EIS email account
- Continue social media outreach postings
- Monitor 411 on 281 web site and other media outlets for information related to the US 281 EIS

US 281 EIS

Progress Report No. 10

Community Involvement (continued)

- Continue planning for public meeting #3 scheduled for April 29, 2010
 - Prepare legal notice; publish 30-day notice
 - Prepare and distribute elected official letters
 - Prepare display ad and meeting flyer
 - Conduct facility "walk through"
 - Conduct outreach initiatives (community calendars, email notification, notices to HOAs)
- Prepare Newsletter #3, English and Spanish versions
- Continue planning for the third Community Advisory Committee Meeting
 - Prepare and distribute meeting package, including meeting summary for CAC meeting #2
 - Invite Camp Bullis representative to join the CAC
- Post Public Scoping Meeting #1 Summary Report on web site, distribute hard copies to RMA office and local library, and notify all individuals who submitted a comment and provided contact information of availability of report
- Prepare for and conduct coordination meeting with VIA
- Provide presentations to local agencies and community groups as directed by RMA
- Provide elected and appointed official briefings as directed by RMA

Assembly and Review of Data

- Continue to collect and analyze data, reports and maps

EIS Project Initiation

- Coordinate with FHWA regarding revision and distribution of Coordination Plan to cooperating and participating agencies

Alternative Analysis

- Continue travel demand analyses using MPO model data
- Continue coordination with VIA regarding transit alternatives
- Continue alternatives screening analysis
- Continue conceptual design of alternatives
- Conduct work session(s) with RMA staff and board planning committee to review screening results and alternatives
- Continue work on alternatives funding analysis

Draft EIS

- Continue Right-of-Entry (ROE) request/management for biological surveys and maintenance of GIS data-base of ROE denials and permissions
- Continue development of geometric drawings for reasonable alternatives
- Continue karst field surveys in the ROW and in any properties granting ROE
- Continue baseline data gathering for indirect and cumulative impact analysis
- Continue coordination of indirect and cumulative impact analysis with Loop 1604 EIS team
- Continue work on ICI baseline descriptions
- Begin contacting ICI land use panel members for agreement to participate

US 281 EIS

Progress Report No. 10

C. Problems/Delays Encountered and Remedial Actions Needed and/or Exercised to Alleviate the Same

- We are attempting to receive permission from the TxDOT Transportation Planning & Programming Division to develop the traffic analysis for highway design and associated traffic data diagrams for use with the US 281 EIS. The request is being coordinated through the TxDOT-San Antonio District.

D. Safety Performance

- Safety meetings were conducted daily prior to the start of karst survey fieldwork
- Appropriate personal protective equipment (PPE) was maintained during every karst field survey
- No safety incidents or issues

JACOBS

Alamo Regional Mobility Authority
 Environmental Impact Statement
 DBE and Local Effort Distribution (through 02/26/10)

Total Contracted (through 02/26/10)	\$ 3,687,953.56
DBE Contracted (through 02/26/10)	23% \$ 845,165.49
Total Costs (through 02/26/10)	\$ 1,997,958.50
DBE Costs (through 02/26/10)	16% \$ 316,695.35
Local Effort Costs (through 02/26/10)	33% \$ 652,179.76

SUPPORTING INFORMATION

DBE Effort Distribution (through 02/26/10)

	Contracted	Invoiced
Ecological Communications Corporation	\$ 39,948.80	\$ 26,680.89
Hicks & Company	\$ 266,196.23	\$ 129,677.24
Ximenes	\$ 227,625.34	\$ 93,227.26
Zara	\$ 311,395.12	\$ 67,109.96
Total	\$ 845,165.49	\$ 316,695.35

Local Effort Distribution (through 02/26/10)

	Local	Non-Local	Total	% Local
Jacobs Engineering Group Inc.	\$ 357,514.86	\$ 1,122,310.65	\$ 1,479,825.51	24.16%
Subconsultants	\$ 294,664.90	\$ 223,468.09	\$ 518,132.99	56.87%
Total	\$ 652,179.76	\$ 1,345,778.74	\$ 1,997,958.50	32.64%

Alamo Regional Mobility Authority
Environmental Impact Statement

EIS TEAM WORK AUTHORIZATION STATUS - as of February 26, 2010

Project Authorization - Description	Total Amount under Commitment	PA #1	BUDGET STATUS		Costs to be billed through 01/28/10 - 07/28/10	BALANCE	% COMPLETE	REMARKS
			PA #2	PA #2				
Task 1.0 - Project Management & Coordination	\$490,417.20	\$199,992.67	\$290,424.62		\$335,457.76	\$154,940.53	65.05%	
Jacobs Engineering Group	\$24,132.32	\$156,906.08	\$275,528.17		\$279,399.16	\$154,733.09	64.36%	
Ecological Communications Corporation	\$9,428.45	\$5,427.32	\$3,001.13		\$5,283.49	\$965.04	110.26%	
Hicks & Company	\$27,692.99	\$15,596.67	\$12,097.32		\$13,899.49	\$13,804.50	50.16%	
Smith & Associates Consulting, LLC	\$5,679.69	\$5,679.69	\$0.00		\$16,242.41	\$10,563.25	285.93%	
Xinemas & Associates, Inc.	\$10,862.37	\$10,862.37	\$0.00		\$3,537.06	\$4,537.06	49.03%	
Zara Environmental, LLC	\$3,620.24	\$3,620.24	\$0.00		\$11,316.90	\$7,596.66	312.90%	
Task 2.0 - Community Involvement	\$652,394.67	\$101,590.62	\$493,803.95		\$487,744.10	\$167,950.31	74.42%	
Jacobs Engineering Group	\$278,165.54	\$59,628.33	\$218,537.21		\$295,172.04	\$22,993.50	91.78%	
Ecological Communications Corporation	\$14,405.43	\$0.00	\$14,405.43		\$5,660.32	\$8,725.11	39.43%	
Hicks & Company	\$11,560.52	\$698.68	\$10,861.84		\$8,469.95	\$3,091.16	73.26%	
Smith & Associates Consulting, LLC	\$120,216.11	\$33,390.03	\$86,826.08		\$137,444.64	\$17,258.53	114.33%	
Xinemas & Associates, Inc.	\$289,195.67	\$57,483.26	\$151,712.72		\$76,627.50	\$131,560.47	38.63%	
Zara Environmental, LLC	\$29,851.10	\$10,400.33	\$10,450.77		\$3,350.30	\$17,500.60	15.07%	
Task 3.0 - Assembly & Review of Data	\$282,294.60	\$112,504.31	\$169,790.65		\$298,050.85	\$15,771.66	105.59%	
Jacobs Engineering Group	\$142,606.21	\$69,526.61	\$53,079.57		\$149,984.09	\$7,393.76	105.16%	
Ecological Communications Corporation	\$16,652.42	\$2,559.61	\$14,092.81		\$9,377.43	\$7,274.89	56.31%	
Hicks & Company	\$67,357.68	\$14,734.72	\$52,622.96		\$97,691.44	\$20,755.76	144.19%	
Smith & Associates Consulting, LLC	\$0.00	\$0.00	\$0.00		\$200.00	\$200.00	0.00%	
Xinemas & Associates, Inc.	\$55,868.69	\$5,064.37	\$50,804.31		\$41,332.99	\$4,285.69	74.33%	
Zara Environmental, LLC	\$144,221.93	\$89,818.23	\$54,403.10		\$119,087.15	\$26,194.20	92.87%	
Task 4.0 - EIS Project Initiation	\$136,397.36	\$84,094.25	\$54,303.10		\$106,609.87	\$31,607.48	77.10%	
Jacobs Engineering Group	\$0.00	\$0.00	\$0.00		\$2,204.13	\$2,204.13	0.00%	
Ecological Communications Corporation	\$5,824.00	\$5,824.00	\$0.00		\$10,083.15	\$4,259.15	173.13%	
Hicks & Company	\$0.00	\$0.00	\$0.00		\$100.00	\$100.00	0.00%	
Smith & Associates Consulting, LLC	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	0.00%	
Xinemas & Associates, Inc.	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	0.00%	
Zara Environmental, LLC	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	0.00%	
Task 5.0 - Alternative Analysis	\$1,332,259.09	\$0.00	\$1,332,259.09		\$659,907.62	\$672,351.26	48.93%	
Jacobs Engineering Group	\$1,332,259.09	\$0.00	\$1,332,259.09		\$659,907.62	\$672,351.26	48.93%	
Ecological Communications Corporation	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	0.00%	
Hicks & Company	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	0.00%	
Smith & Associates Consulting, LLC	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	0.00%	
Xinemas & Associates, Inc.	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	0.00%	
Zara Environmental, LLC	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	0.00%	
Task 6.0 - Draft EIS	\$894,334.17	\$0.00	\$894,334.17		\$21,742.26	\$582,591.61	3.62%	
Jacobs Engineering Group	\$250,931.21	\$0.00	\$250,931.21		\$11,178.40	\$238,754.72	4.45%	
Ecological Communications Corporation	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	0.00%	
Hicks & Company	\$131,950.04	\$0.00	\$131,950.04		\$0.00	\$131,950.04	0.00%	
Smith & Associates Consulting, LLC	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	0.00%	
Xinemas & Associates, Inc.	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	0.00%	
Zara Environmental, LLC	\$221,432.92	\$0.00	\$221,432.92		\$10,565.77	\$210,857.15	4.77%	
Task 7.0 - Final EIS and Schematic Design	\$178,042.00	\$22,467.60	\$155,575.00		\$75,932.50	\$103,089.50	42.42%	
Jacobs Engineering Group	\$51,180.00	\$5,000.00	\$55,680.00		\$16,475.14	\$44,704.86	26.93%	
Ecological Communications Corporation	\$482.50	\$200.00	\$282.50		\$125.32	\$336.08	27.14%	
Hicks & Company	\$21,800.00	\$400.00	\$21,400.00		\$143.80	\$21,656.20	9.66%	
Smith & Associates Consulting, LLC	\$78,220.00	\$16,050.00	\$62,170.00		\$47,449.50	\$50,770.41	93.68%	
Xinemas & Associates, Inc.	\$7,597.00	\$0.00	\$7,597.00		\$11,274.45	\$3,702.45	149.96%	
Zara Environmental, LLC	\$9,612.50	\$200.00	\$9,612.50		\$184.00	\$9,328.50	4.93%	
Expenses	\$3,687,393.95	\$596,473.09	\$3,101,466.47		\$1,397,958.50	\$1,699,995.06	64.18%	

* Figures do not include outstanding subcontractor invoices

Loop 1604 Environmental Impact Statement: U.S. 90 to Interstate Highway 35

Project Authorization No. 2 – Executed November 9, 2009
Consultant Team Progress Report No. 9

Progress for period: February 1, 2010 through February 28, 2010
Contract dated April 09, 2009

ACTIVITIES COMPLETED IN THIS PERIOD:

Task 1.0 – Project Management, Coordination, and Administration

Project Management

- Day to day management of the project budget, schedule, work progress, and project team. These efforts continued through this reporting period (February 1 through February 28, 2010).
- Continued coordination with Alamo Regional Mobility Authority (Alamo RMA) on Contracting and Sub-consultant invoicing and progress reporting processes and procedures.
- Reviewed subconsultant progress reports and processed subconsultant invoices.

Project Coordination

- Held four weekly coordination conference calls with the Project Team. Conference calls were held on January 6, 13, 20, 27, 2010 from 10:00 AM to 11:00 AM.
- Held four weekly Loop 1604 Environmental Impact Statement (EIS) Project Status conference calls with Alamo RMA staff on February 5, 12, 19, and 26 2010 from 10:00 AM to 10:30 AM. Participants discussed project status, emerging issues and activities and events planned in the following two-week time period.
- Held Draft Second and Third Level Alternative Screening and Development Analysis conference call meeting with Project Team staff on February 15, 2010 from 1:30 to 2:30 PM.
- Met with the Project Team to finalize the second level of the alternatives screening and development process and to discuss metrics that will be used in the third level of alternatives screening and analysis process. The meeting occurred via conference call from 1:30 PM to 3:00 PM on February 25, 2010.
- Met with the U.S. 281 EIS Team on February 16, 2010 from 2:00 PM to 3:00 PM to discuss Indirect and Cumulative Impacts Analyses methods. Specifically, the methods used to develop the indirect impacts Areas of Influence for each project were discussed and compared. Participants discussed the differences in the methods and how those differences were attributed to differences in trips served by the Loop 1604 and U.S. 281 facilities. Participants also discussed the use of expert panels and the public and agency involvement processes as viable means for gaining input on the indirect and cumulative impacts assessments. The meeting was held at the offices of Hicks and Company located at 1504 West 5th Street, Austin, Texas, 78703.
- Met with Project Team staff on Tuesday February 24, 2010, from 2:00 PM to 3:00 PM via conference call. Participants discussed on-going right-of-entry, karst survey efforts, specifically surveys outside of the existing loop 1604 right-of-way within a 500 feet buffer and conducting survey work in Karst Zone 3. Participants also discussed the need to coordinate with the U.S. Fish & Wildlife Service regarding survey methods, mitigation, critical habitat units and construction practices and procedures.

Project Administration and Record Keeping

- Continued entering files into the Loop 1604 Project and Administrative Record database.
- Developed draft *Consultant Supplemental Procedures for Proposed Administrative & Project Records* document that describes the processes and procedures for assembling project communications and documents into the proposed Administrative and Project Record database.

Task 1.0 of PA #2 is 45% complete.

Task 2.0 – Public Awareness, Involvement, and Education

Public Meetings

- Revise Summary report as per Texas Department of Transportation and Federal Highway Administration comments.
- Conducted internal Preplanning Meeting for Scoping Meeting #2 on February 2, 2010. Held planning meetings with Alamo Regional Mobility Authority on February 4, 2010 and February 18, 2010.
- Continued facility search and other meeting planning efforts. Secured Vale Middle School for April 14th, Valero for April 12th, and Live Oak Civic Center for April 13th.
- Began preparing meeting materials.

Other Community Engagement Meetings

- Prepared and sent meeting summary for Community Advisory Group Meeting #2 on January 28, 2010 from 6:30 p.m. to 8:30 p.m. at Valero Corporate Headquarters Building F – Room FB 118, One Valero Way, San Antonio, Texas 78249.
- Scheduled and began preparations for Community Advisory Group Meeting #3 to be held on March 25, 2010.
- Held planning meeting for Community Advisory Group Meeting #3 with Alamo Regional Mobility Authority on February 18, 2010.
- Began preparation for Randolph Metrocom presentation to be held on March 9, 2010.

Project Website and Virtual Communications

- Continued ongoing maintenance and updates to the Loop 1604 project website and project specific social media sites (Twitter, Facebook, YouTube, and Flickr).
- Website hits to date total 3,444 (reported on March 12, 2010).

Media Campaign

- No activity on this task during this reporting period.

School Education Campaign

- Intern assisted with planning of meetings and solicited outreach to organizations to assist with notifications.

Surveys

- No activities to report on this task for this time period.

Other Communication Tools

- Project Hotline (1-888-4LP-1604) – Monitored hotline. No hotline calls this month, except call backs related to our messages requesting assistance with outreach efforts for the Public Meeting.
- Project Office –No visitors this month.
- Project E-mail – Monitored Alamo RMA Loop 1604 EIS e-mail account and responded to inquiries.

Notices and Public Information Materials

- Prepared mailer announcement, legal notice, display ad, flyer, and letter to elected officials for Public Scoping Meeting #2.
- Mailing Lists – On-going updates.

PA #2 Task 2.0 is 25% complete.

Task 3.0 – Environmental Impact Statement Initiation

Project Coordination Plan

- Project Coordination Plan revised to include extension of project to U.S. 90 and to incorporate supplemental Need and Purpose data and analyses including future traffic analyses for 2035 conditions.

PA #2 Task 3.0 is 80% complete.

Task 4.0 – Draft Environmental Impact Statement (DEIS)

Need and Purpose

- Revised need and purpose using future traffic data from the 2035 San Antonio Bexar County Metropolitan Planning Organization Travel Demand Model.

Alternatives Analysis

- Continued the development of Draft Alternative Design Concepts.
- Identified and applied draft quantitative screening criteria (i.e. measures of effectiveness) to “viable” alternatives that were recommended from the screening of reasonable alternatives in the first level of alternatives screening.
- Initiated development of detailed alternatives screening criteria (third level) that will be used in the detailed DEIS analyses.

Affected Environment

- Continued field work to identify karst features within the existing Loop 1604 right of way.
- Continued write-ups of Affected Environment Sections of the EIS.
- Mailed Right of Entry letters for environmental survey work required beyond the existing right of way.
- Responded to Right of Entry inquiries from letter recipients.
- Evaluated responses (seven from churches and seven from Home Owner Associations (HOAs) for a total of 14) received from the distributed HOA and Places of Worship Surveys as part of the Community Impact Assessment process. Integrating responses into social and economic analyses underway for the Loop 1604 EIS.
- Assembled information for Floodplains section.
- Drafted existing Land Use section. Adding additional information for the extension to U.S. 90.
- Prime Farmlands affected environment section drafted.
- Water quality section underway.
- Drafted Research Designs for cultural resource surveys (archaeological and historic structures).

Environmental Consequences

- No activities to report at this time for this task.

Indirect and Cumulative Impacts Analysis

- Initiated data collection to identify current and reasonably foreseeable transportation and non-transportation projects within the Land use Resource Study Area as part of step 5 of the Cumulative Impacts Assessment process.
- Acquired 2009 aerials and began refining the Geographic Information System (GIS) undeveloped lands layer within the updated Indirect Impacts Area of Influence (i.e. Traffic Analysis Study Area).

- Compiled and summarized goals and trends from comprehensive plans so that they can be used in Step 2 of the Indirect Impacts Assessment process.

DEIS Preparation and Circulation

- No activities to report at this time for this task.

PA #2 Task 4.0 is 35% complete.

Task 6.0 – Engineering

Traffic

- Finalized development of traffic-oriented Draft Alternatives Screening Criteria.
 - Research and development of appropriate capacity/demand figures for transit and transportation management alternatives
- Continued development of expanded facility (add general purpose lanes) build alternative traffic model.
- Continued development of managed lane build alternative traffic model.
- Continued HCS model runs on build alternatives.

Mapping and Survey

- No activity on this task during this reporting period.

Data Assembly and Review

- Continued assembly of digital terrain data from various sources for extension to U.S. 90.

Route Studies and Alternatives Analysis

- Continued developing typical sections and plan view layouts for the following three (3) conceptual alternatives, including modifications for CAG meeting #2.
 - Add General Purpose Lanes (formerly Expanded Freeway).
 - Managed Lane-Inside (2 lanes in each direction).
 - Managed Lane-Outside (2 lanes in each direction).
- Continued developing interchange layouts (Loop 1604/IH-10)
- Continued developing “architecturalized” typical sections.
- Continued assembling drainage data for existing condition volume calculations.
- Finalized secondary screening criteria and continued development of presentation of alternatives screening for CAG meeting #2 and Scoping meeting #2.
- Initiated development of DEIS text for alternatives analysis.

Right of Way/Utility Coordination

- No activity on this task during this reporting period.

PA #2 Task 6.0 is 70% complete

ACTIVITIES PLANNED FOR THE NEXT PERIOD

Task 1.0 – Project Management, Coordination, and Administration

Project Management

- Continue day-to-day management of the project budget, schedule, work progress, and project team. These efforts commenced on May 1, 2009 and are expected to continue throughout the life of this Project Authorization.
- Develop and submit monthly invoices and progress reports.

- Develop and execute Master Agreement, PA #2 Supplemental Agreement, and subcontract supplements to reflect revised study limits.

Project Coordination

- Prepare for, schedule and attend a meeting with the U.S. Fish & Wildlife Service regarding status of on-going EIS efforts, field survey protocols, right of entry, mitigation and critical habitat units.
- Hold weekly coordination conference calls with Engineering Team.
- Prepare for, schedule and attend quarterly joint meeting with the U.S. 281 Team, Federal Highway Administration (FHWA), and Texas Department of Transportation (TxDOT).

Project Administration and Record Keeping

- Continue populating the Project and Administrative Record database with files as the Environmental Impact Statement process proceeds.
- Finalize and submit draft *Consultant Supplemental Procedures for Proposed Administrative & Project Records* document that describes the processes and procedures for assembling project communications and documents into the proposed Administrative and Project Record database. Address Alamo RMA comments on this document.

Task 2.0 – Public Awareness, Involvement, and Education

Public Meetings

- Obtain approval and post Summary Report for Scoping Meeting #1 on the Loop 1604 website.
- Identify and secure possible kiosk locations, consider retail centers such as Rolling Oaks Mall and libraries.
- Prepare and submit meeting materials and revise as per Alamo RMA, TxDOT, and FHWA review.
- Conduct meeting with TxDOT and FHWA at Baker Austin Office to review meeting materials on March 29 2010 at 10:00 AM.
- Conduct rehearsal meeting with Alamo RMA on March 30, 2010 at 10:30 AM at Guadalupe Cultural Arts Center.
- Continue other planning activities for Scoping Meeting #2 scheduled for April 12-14, 2010.

Other Community Engagement Meetings

- Prepare for and conduct Community Advisory Group Meeting #3 on March 25, 2010 from 6:30 p.m. to 8:30 p.m. at Valero Corporate Headquarters Building F – Room FB 118, One Valero Way, San Antonio, Texas 78249.
- Prepare presentation for and attend Randolph Metrocom Chamber of Commerce luncheon on March 9, 2010 at 11:45 AM, at Olympia Hills Golf and Conference Center, 12900 Mount Olympus, Universal City, Texas 78148.
- Prepare presentation for and attend Northeast Economic Development Partnership luncheon on March 11, 2010 at 11:30 AM, at Olympia Hills Golf and Conference Center, 12900 Mount Olympus, Universal City, Texas 78148.

Project Website and Virtual Communications

- Ongoing maintenance and updates to the Loop 1604 project website and project specific social media sites (Twitter, Facebook, YouTube, and Flickr). Post upcoming public meeting information.

Media Campaign

- Support requests from Alamo Regional Mobility Authority as needed.

School Education Campaign

- Continue search for additional intern. Continue involving current intern in a variety of Loop 1604 Environmental Impact Statement activities including field studies.

Surveys

- No activities anticipated for this time period.

Other Communication Tools

- Project Hotline (1-888-4LP-1604) – Update message script to reflect extension of project limits and upcoming public meeting information. Continue to monitor hotline.
- Project Office – Continue to staff office.
- Project E-mail – Continue to monitor Alamo RMA Loop 1604 EIS e-mail account and responded to inquiries.

Notices and Public Information Materials

- Prepare/publish/mail – Announcement mailer, legal notice, display ad, flyer, and letter to elected officials for Public Scoping Meeting #2.
- Hand-deliver additional notices along the corridor.
- Mailing Lists – On-going updates.

Task 3.0 – Environmental Impact Statement Initiation

Project Coordination Plan

- Address Alamo RMA, FHWA and TxDOT comments on Final Coordination Plan.. Submit Final Coordination Plan for approval.

Task 4.0 – Draft Environmental Impact Statement

Need and Purpose

- Address FHWA and TxDOT comments on Need and Purpose and include revisions in the Final Project Coordination Plan.

Alternatives Analysis

- Continue to incorporate Participating and Cooperating Agency and Community Advisory Group input into the draft Alternatives and Screening Criteria package.
- Address Alamo RMA comments on revised Alternatives and Screening Criteria package.
- Address Alamo RMA comments on quantitative traffic measures of effectiveness screening criteria, screening and alternative concepts.

Affected Environment

- Continue work to identify karst features and habitat evaluations for Threatened and Endangered Species in those features.
-
- Gain right of entry for properties adjacent to the Loop 1604 right of way as needed. Initiate karst feature identifications and evaluations in areas outside of Loop 1604 right of way.
- Continue to conduct desk top research and author sections of the Affected Environment for inclusion in the Loop 1604 EIS.

Environmental Consequences

- No activities are planned for this task during the month of March 2010.

Indirect and Cumulative Impacts Analysis

- Continue to coordinate with the U.S. 281 EIS team.

- Continue development of cumulative impacts resource study areas.
- Continue to establish and document baseline conditions within the Indirect Impacts Area of Influence.
- Secure City of San Antonio Master Development Plan database.
- Initiate preparation of Indirect and Cumulative Impacts Analysis section of DEIS.

Task 6.0 – Engineering

Traffic

- Continue to provide technical content for finalizing the Need and Purpose document.
- Provide technical input into the development of Draft Design Concepts.

Mapping and Survey

- No activities anticipated during this time period.

Engineering Data Assembly and Review

- Continue to review Texas Department of Transportation schematics and design cross sections to supplement the digital terrain model.
- Assemble existing drainage system data.

Engineering Route Studies and Design

- Finalize development of secondary quantitative draft screening criteria, screening matrix, and screening presentation for conceptual alternative analysis.
- Continue preparing typical sections and exhibits (roll plots) for the following build alternatives
 - Add General Purpose Lanes (formerly Expanded Freeway)
 - Managed Lane-Inside (2 lanes in each direction)
 - Managed Lane-Outside (2 lanes in each direction)
- Continue CORSIM operational models to confirm the three (3) conceptual alternatives.
- Respond to comments and refine “stacked” presentations of three alternatives for Community Advisory Group meeting #2 and Scoping Meeting #2
- Respond to comments and continue developing “architecturalized” typical sections.
- Continue coordinating with other designers on conceptual alternative ties to U.S. 281 interchange.
- Continue to utilize Draft Conceptual Alternatives to begin developing drainage areas and Best Management Practices.
- Continue development of Scoping Meeting #2 exhibits.

PROBLEMS/DELAYS ENCOUNTERED:

- Regional Toll Analysis will be required for the Loop 1604 Environmental Impact Statement. San Antonio-Bexar County Metropolitan Planning Organization is responsible for preparing this analysis.

STRATEGIES FOR ADDRESSING PROBLEMS/DELAYS:

- Continue coordination with San Antonio-Bexar County Metropolitan Planning Organization on the 2035 network development and the development of the Regional Toll Analysis.

Timothy J. Smith

Tim Smith

Loop 1604 Environmental Impact Statement Project Manager



Alamo Regional Mobility Authority
 Loop 1604 - Environmental Impact Statement and Record of Decision

LOOP 1604 EIS TEAM PROJECT AUTHORIZATION STATUS REPORT - as of January 31, 2010

Total Completed PA #1 and Current PA #2	\$ 5,501,310.72	
DBE Completed PA #1 and Current PA #2	\$ 2,456,792.53	44.66%
Total Agreement Costs Billed through 1/31/10	\$ 2,247,969.62	
Total DBE Costs Billed through 1/31/10	\$ 830,752.82	36.96%
Total Local Effort Costs Billed through 1/31/10	\$ 530,170.89	23.58%

SUPPORTING INFORMATION

DBE Effort Distribution through 1/31/10

DBE Firms	Completed PA #1	PA #2 Contracted	PA #2 Invoiced	Total Costs Billed
Blanton & Associates, Inc.	\$ 16,176.07	\$ 542,497.84	\$ -	\$ 16,176.07
Community Awareness Services, Inc.	\$ 89,991.77	\$ -	\$ -	\$ 89,991.77
Cox/McLain Environmental Consulting, Inc.	\$ 6,260.80	\$ 134,629.00	\$ 28,543.59	\$ 34,804.39
Poznecki-Camarillo, Inc.	\$ 22,508.22	\$ 44,301.00	\$ -	\$ 22,508.22
RJ Rivera & Associates, Inc.	\$ 104,612.76	\$ 514,232.99	\$ 32,968.44	\$ 137,581.20
Rodriguez Transportation Group	\$ 73,129.49	\$ 562,754.20	\$ 366,485.64	\$ 439,615.13
Zara Environmental, LLC	\$ 15,731.00	\$ 329,967.39	\$ 74,345.04	\$ 90,076.04
Total	\$ 328,410.11	\$ 2,128,382.42	\$ 502,342.71	\$ 830,752.82

Local Effort Distribution through 1/31/10
 Includes Completed PA #1 and PA #2 Billed Costs

	Local	Non-local	Total	% Local
Michael Baker Jr., Inc.	\$ 163,096.72	\$ 984,160.23	\$ 1,147,256.95	14.22%
Subconsultants (DBE and Non-DBE)	\$ 367,074.17	\$ 733,638.50	\$ 1,100,712.67	33.35%
Total	\$ 530,170.89	\$ 1,717,798.73	\$ 2,247,969.62	23.58%

Alamo Regional Mobility Authority
Loop 1604 EIS

LOOP 1604 EIS TEAM PROJECT AUTHORIZATION STATUS REPORT - as of January 31, 2010

Project Tasks and Firms	BUDGET STATUS				
	Total Amount Currently Under Commitment	PA #2	PA #2 Costs billed through 1/31/10*	PA #2 BALANCE	PA #2 % COMPLETE
Task 1.0 - Project Management, Coordination, and Administration	\$454,028.03	\$454,028.03	\$86,487.97	\$367,540.06	19.05%
Michael Baker Jr., Inc.	\$355,280.00	\$355,280.00	\$79,890.37	\$275,389.63	22.49%
Rodriguez Transportation Group, Inc.	\$33,481.94	\$33,481.94	\$0.00	\$33,481.94	0.00%
RJ Rivera & Associates, Inc.	\$7,354.25	\$7,354.25	\$2,740.48	\$4,613.77	37.26%
Blanton & Associates, Inc.	\$12,310.57	\$12,310.57	\$0.00	\$12,310.57	0.00%
Cox-McLain Environmental Consulting, Inc.	\$13,507.20	\$13,507.20	\$1,397.20	\$12,110.00	10.34%
Zara Environmental, LLC	\$21,831.51	\$21,831.51	\$2,459.82	\$19,371.59	11.27%
Poznecki-Camarillo, Inc.	\$10,262.56	\$10,262.56	\$0.00	\$10,262.56	0.00%
Task 2.0 - Public Awareness, Involvement, and Education	\$969,209.35	\$969,209.35	\$83,363.49	\$905,845.86	6.54%
Michael Baker Jr., Inc.	\$613,689.11	\$613,689.11	\$34,555.94	\$579,133.17	5.63%
Lockwood, Andrews and Newman, Inc.	\$53,268.74	\$53,268.74	\$5,013.98	\$48,254.76	9.41%
Rodriguez Transportation Group, Inc.	\$11,504.05	\$11,504.05	\$0.00	\$11,504.05	0.00%
Cox-McLain Environmental Consulting, Inc.	\$12,060.00	\$12,060.00	\$0.00	\$12,060.00	0.00%
Blanton & Associates, Inc.	\$19,451.50	\$19,451.50	\$0.00	\$19,451.50	0.00%
Zara Environmental, LLC	\$8,763.97	\$8,763.97	\$0.00	\$8,763.97	0.00%
Poznecki-Camarillo, Inc.	\$8,134.80	\$8,134.80	\$0.00	\$8,134.80	0.00%
RJ Rivera & Associates, Inc.	\$242,337.18	\$242,337.18	\$23,793.57	\$218,543.61	9.82%
Task 3.0 - Environmental Impact Statement (EIS) Initiation	\$24,129.00	\$24,129.00	\$8,467.42	\$17,661.58	26.80%
Michael Baker Jr., Inc.	\$22,629.00	\$22,629.00	\$8,467.42	\$16,161.58	28.58%
Poznecki-Camarillo, Inc.	\$1,500.00	\$1,500.00	\$0.00	\$1,500.00	0.00%
Task 4.0 - Draft Environmental Impact Statement (DEIS)	\$1,521,299.61	\$1,521,299.61	\$157,325.94	\$1,363,973.67	10.34%
Michael Baker Jr., Inc.	\$561,448.00	\$561,448.00	\$58,294.43	\$503,153.57	10.36%
Blanton & Associates, Inc.	\$510,735.78	\$510,735.78	\$0.00	\$510,735.78	0.00%
Cox-McLain Environmental Consulting, Inc.	\$109,061.80	\$109,061.80	\$27,146.39	\$81,915.41	24.89%
LBG-Guyton Associates	\$16,277.72	\$16,277.72	\$0.00	\$16,277.72	0.00%
Zara Environmental, LLC	\$299,371.91	\$299,371.91	\$71,885.12	\$227,486.79	24.01%
Poznecki-Camarillo, Inc.	\$24,404.40	\$24,404.40	\$0.00	\$24,404.40	0.00%
Task 5.0 - Final Environmental Impact Statement (EIS)	\$0.00	\$0.00	\$0.00	\$0.00	
Task 6.0 - Engineering	\$1,164,735.92	\$1,164,735.92	\$566,415.99	\$598,319.93	48.63%
Michael Baker Jr., Inc.	\$223,649.00	\$223,649.00	\$113,748.21	\$109,900.79	50.86%
Lockwood, Andrews and Newman, Inc.	\$158,777.16	\$158,777.16	\$57,793.19	\$100,983.97	36.40%
Rodriguez Transportation Group, Inc.	\$517,768.20	\$517,768.20	\$368,485.64	\$151,282.56	70.78%
RJ Rivera & Associates, Inc.	\$264,541.56	\$264,541.56	\$28,388.95	\$236,152.61	10.73%
Totals	\$4,133,401.91	\$4,133,401.91	\$880,060.81	\$3,253,341.10	21.29%

* Figures do not include outstanding subconsultant invoices

All Firms	PA #1 Costs PA Complete	PA #2 Costs	Total Costs Through 1/31/10
Michael Baker Jr., Inc.	\$854,300.58	\$292,956.37	\$1,147,256.95
Lockwood, Andrews and Newman, Inc.	\$175,116.97	\$62,807.17	\$237,924.14
Rodriguez Transportation Group, Inc.	\$73,129.49	\$366,485.64	\$439,615.13
RJ Rivera & Associates, Inc.	\$104,612.76	\$54,923.00	\$159,535.76
Community Awareness Services	\$89,991.77	\$0.00	\$89,991.77
Blanton & Associates, Inc.	\$18,176.07	\$0.00	\$18,176.07
Cox-McLain Environmental Consulting, Inc.	\$6,260.80	\$28,543.59	\$34,804.39
LBG-Guyton Associates	\$10,081.15	\$0.00	\$10,081.15
Zara Environmental, LLC	\$15,731.00	\$74,345.04	\$90,076.04
Poznecki-Camarillo, Inc.	\$22,508.22	\$0.00	\$22,508.22
SAM	\$0.00	\$0.00	\$0.00
TOTALS	\$1,367,908.81	\$880,060.81	\$2,247,969.62