



**TRANSPORTATION POLICY BOARD MEETING**

The Junior League of Austin Community Impact Center  
5330 Bluffstone Lane  
Austin, TX 78759  
Monday, April 10, 2023  
2:00 p.m.

Livestream at [www.campotexas.org](http://www.campotexas.org)

*All individuals attending the CAMPO Transportation Policy Board Meeting are required by the meeting facility to follow the Center for Disease Control (CDC), state, and local guidance.*

**AGENDA**

- 1. Certification of Quorum – Quorum requirement is 12 members.  
..... Commissioner Cynthia Long, Chair

- 2. Public Comments  
The public is invited to comment on transportation-related topics in the CAMPO geographic area. Up to 10 individuals may sign up to speak and must adhere to the three (3) minute time limit. Written comments may be emailed to [TPBcomments@campotexas.org](mailto:TPBcomments@campotexas.org) by 5:00 p.m., Thursday, April 6, 2023.

This is an opportunity for the public to address the Transportation Policy Board concerning an issue of community interest that is not on the agenda. Comments on a specific agenda item must be made when the agenda item comes before the Board. The Chair may place a time limit on all comments. Any deliberation of an issue raised during Public Comments is limited to a statement of fact regarding the item, a statement concerning the policy regarding the item or a proposal to place the item on a future agenda.

**EXECUTIVE SESSION:**

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

- 3. Executive Session ..... Commissioner Cynthia Long, Chair  
*The Transportation Policy Board will recess to an Executive Session, if needed.*

- 4. [Report from the Technical Advisory Committee \(TAC\) Chair](#) ..... Ms. Laurie Moyer, P.E.  
*Ms. Moyer will provide an overview of TAC discussion items and recommendations to the Transportation Policy Board.*

**PUBLIC HEARING:**

The public is invited to comment on agenda item 5. Speakers must adhere to the three (3) minute time limit. Written comments may be emailed to [TPBcomments@campotexas.org](mailto:TPBcomments@campotexas.org) by 5:00 p.m., Thursday, April 6, 2023.

- 5. [Public Hearing and Presentation of Amendments to the Transportation Improvement Program \(TIP\) and Regional Transportation Plan \(RTP\)](#)..... Mr. Ryan Collins, CAMPO  
*Mr. Collins will present potential amendments to the TIP and RTP and provide opportunity for public comment.*

The public is invited to comment on agenda items 6-14. Speakers must adhere to the three (3) minute time limit. Written comments may be emailed to [TPBcomments@campotexas.org](mailto:TPBcomments@campotexas.org) by 5:00 p.m., Thursday, April 6, 2023.

- 6. [Discussion and Take Appropriate Action on February 13, 2023 Meeting Minutes](#)..... Commissioner Cynthia Long, Chair  
*Chair Long will request Transportation Policy Board approval of the February 13, 2023 meeting minutes.*
- 7. [Discussion and Take Appropriate Action on 2023 Federal Performance Measure Target Updates](#)..... Mr. Ryan Collins, CAMPO  
*Mr. Collins will present federal performance measure target updates for 2023 and request adoption by the Transportation Policy Board.*
- 8. [Discussion and Take Appropriate Action on Memorandum of Understanding \(MOU\) Between CAMPO, The City of San Marcos, and TxDOT](#)..... Mr. Ryan Collins, CAMPO  
*Mr. Collins will present the planning memorandum of understanding between CAMPO, the City of San Marcos, and TxDOT and request Transportation Policy Board approval.*
- 9. [Discussion and Take Appropriate Action on FM 1626 and RM 967 Intersection Study Interlocal Agreement \(ILA\)](#)..... Mr. Will Lisska, CAMPO  
*Mr. Lisska will request Transportation Policy Board authorization for CAMPO to enter into an ILA with the City of Buda with accompanying Resolution 2023-4-9.*
- 10. [Discussion and Take Appropriate Action on Functional Classification for the Missouri-Kansas-Texas Railway \(MoKan\) Corridor](#)..... Ms. Akila Thamizharasan, P.E., TxDOT-Austin District  
*Ms. Thamizharasan will provide an update on the project background and request Transportation Policy Board approval of a functional classification designation for the MoKan Corridor with accompanying Resolution 2023-4-10.*

**Persons with Disabilities:**

Upon request, reasonable accommodations are provided. Please call 737-226-4840 at least three (3) business days prior to the meeting to arrange for assistance.

**Transportation from Transit Stops:**

Upon request, transportation vouchers from adjacent transit stops are available. Please call 737-226-4840 at least three (3) business days prior to the meeting to arrange for a voucher.

- 11. [Discussion and Take Appropriate Action on CAMPO Lease Agreement for Office Space with University Federal Credit Union \(UFCU\)](#)..... Mr. Ashby Johnson, CAMPO  
*Mr. Johnson will request Transportation Policy Board authorization for CAMPO to enter into a lease agreement for the occupancy of office space in the UFCU Building.*
- 12. [Update on Regional Transportation Demand Management \(TDM\) Program](#)  
..... Mr. Nirav Ved, CAMPO  
*Mr. Ved will brief the Transportation Policy Board on the current and upcoming activities of the Regional TDM Program.*
- 13. A. [Discussion on 2024 Unified Transportation Program \(UTP\)](#)  
..... Ms. Heather Ashley-Nguyen, P.E., TxDOT-Austin District  
*Ms. Ashley-Nguyen will provide a briefing on projects in the FY 2024 UTP including projects deferred for CapEx (IH 35).*
- B. [Discussion on Surface Transportation Block Grant \(STBG\) Deferred Projects](#)  
..... Mr. Ryan Collins, CAMPO  
*Mr. Collins will discuss STBG deferred projects.*
- 14. [Discussion on Federal Transit Administration \(FTA\) Section 5310 Project Call](#)  
..... Mr. Ryan Collins, CAMPO  
*Mr. Collins will present an update on the 2023 FTA Section 5310 Project Call.*
- 15. Executive Director’s Report on Transportation Planning Activities
  - a. [Quarterly Project Progress Report](#)
- 16. Announcements
  - a. Transportation Policy Board Chair Announcements
  - b. Next Technical Advisory Committee Meeting, April 24, 2023 – 2:00 p.m.
  - c. Next Transportation Policy Board Meeting, May 8, 2023 – 2:00 p.m.
- 17. Adjournment

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**Capital Area Metropolitan Planning Organization  
Technical Advisory Committee Meeting**

Livestream at: [www.campotexas.org](http://www.campotexas.org)

**Meeting Minutes  
February 27, 2023  
2:00 p.m.**

**1. Certification of Quorum ..... Ms. Laurie Moyer, P.E., Chair**

The Chair called the CAMPO Technical Advisory Committee (TAC) meeting to order at 2:01 p.m.

A quorum was announced present.

**Present:**

	<b>Member</b>	<b>Representing</b>	<b>Member Attending</b>	<b>Alternate Attending</b>
1.	Stevie Greathouse	City of Austin	Y	
2.	Cole Kitten	City of Austin	Y	
3.	Richard Mendoza, P.E.	City of Austin	Y	
4.	Tom Gdala	City of Cedar Park	Y	
5.	Nick Woolery	City of Georgetown	Y	
6.	Vacant	City of Kyle	N/A	
7.	Ann Weis	City of Leander	Y	
8.	Emily Barron	City of Pflugerville	Y	
9.	Gary Hudder, Vice Chair	City of Round Rock	Y	
10.	Laurie Moyer, P.E., Chair	City of San Marcos	Y	

11.	Aimee Robertson	Bastrop County	Y	
12.	Keehren Baah	Bastrop County (Smaller Cities)	Y	
13.	Greg Haley, P.E.	Burnet County	Y	
14.	Mike Hodge, P.E.	Burnet County (Smaller Cities)	Y	
15.	Will Conley	Caldwell County	Y	
16.	David Fowler, AICP	Caldwell County (Smaller Cities)	Y	
17.	Jerry Borcharding	Hays County	N	
18.	Angela Kennedy	Hays County (Smaller Cities)	Y	
19.	Charlie Watts	Travis County	Y	
20.	Cathy Stephens	Travis County (Smaller Cities)	Y	
21.	Bob Daigh, P.E.	Williamson County	Y	
22.	Tom Yantis	Williamson County (Smaller Cities)	Y	
23.	David Marsh	CARTS	N	Ed Collins
24.	Mike Sexton, P.E.	CTRMA	Y	
25.	Sharmila Mukherjee	Capital Metro	N	Nadia Barrera-Ramirez
26.	Heather Ashley-Nguyen, P.E.	TxDOT	Y	

**2. Election of Officers for Technical Advisory Committee (TAC) Chair and Vice Chair**

The Chair recognized Mr. Chad McKeown, CAMPO Deputy Executive Director who informed the Committee that the Nominating Committee met on February 22, 2023 to develop recommendations for TAC Chair and Vice Chair. The members of the Nominating Committee include Ms. Aimee Roberts (Bastrop County), Mr. Tom Gdala (City of Cedar Park), and Ms. Emily Barron (City of Pflugerville). Mr. McKeown introduced Ms. Aimee Roberts as the presenter of the committee’s recommendations.

Ms. Roberts thanked Ms. Laurie Moyer, P.E. and Mr. Gary Hudder for their service to the TAC as Chair and Vice Chair. Ms. Roberts noted that Ms. Moyer and Mr. Hudder have agreed to serve an additional term as TAC Officers if re-elected. Ms. Roberts concluded that it is the recommendation of the Nominating Committee to re-elect Ms. Laurie Moyer, P.E. as Chair and Mr. Gary Hudder as Vice Chair of the 2023 TAC membership.

Mr. Bob Daigh, P.E. moved for approval to re-elect Ms. Laurie Moyer, P.E. as Chair and Mr. Gary Hudder as Vice Chair of the 2023 TAC membership.

Mr. Mike Sexton seconded the motion.

The motion prevailed unanimously.

### **3. Approval of January 23, 2023 Meeting Summary**

..... Mr. Chad McKeown, CAMPO

The Chair entertained a motion for approval of the January 23, 2023 meeting summary, as presented.

Mr. Mike Hodge, P.E. moved for approval of the January 23, 2023 meeting summary, as presented.

Mr. Bob Daigh, P.E. seconded the motion.

The motion prevailed unanimously.

The Chair changed the order of business to welcome new TAC members and allow video introductions of each TAC member. The Chair resumed the order of business with Agenda Item 4 Presentation of FM 685 Corridor Study following conclusion of the introductions.

### **4. Presentation of FM 685 Corridor Study**

..... Ms. Emily Barron, City of Pflugerville

The Chair recognized Ms. Emily Barron, Assistant City Manager for the City of Pflugerville who informed the Committee that the FM 685 Corridor is a key corridor for the City of Pflugerville and the region. The Committee was also informed that the City of Pflugerville has been working with CAMPO, Travis County, and TxDOT on the FM 685 Corridor Study for the past year. Ms. Barron identified a portion of Dessau Road between Wells Branch Parkway and SH 130 as the project limits for the study. Ms. Barron identified Kimley-Horn as the consultant for the FM 685 Corridor Study and introduced Mr. Jake Gutekunst of Kimley-Horn as the presenter.

Mr. Gutekunst informed the Committee that the FM 685 Corridor Study was identified in the City of Pflugerville’s Master Plan and funded through the design phase in 2020. Mr. Gutekunst noted that the FM 685 Corridor Study is not funded for construction. Mr. Gutekunst also highlighted and discussed the following information:

1. Project scope for the FM 685 Corridor Study
2. Public engagement process for the FM 685 Corridor Study

3. Existing traffic and safety conditions
4. Conceptual layout and alternative parameters
5. Prioritization evaluation, prioritization summary, and results
6. Proposed concept for “Urban Boulevard” and specific intersections

The presentation was concluded by question and answer with comments.

Mr. Will Conley (Caldwell County) joined the meeting.

**5. Presentation on Texas State Infrastructure Bank (SIB) Program**

..... Mr. Dallas Teston, TxDOT

The Chair recognized Mr. Dallas Teston who informed the Committee that the Texas SIB Program is a revolving fund of which all repayments go back into the SIB. Mr. Teston informed the Committee that the Texas SIB Program has completed 147 loans ranging from \$10 thousand to \$42 million since inception in 1997. Mr. Teston also informed the Committee that the SIB has approved \$728 million in loans of which \$485 million has been repaid and added that the median SIB loan amount is \$1 million.

Mr. Teston reported that funding used for the Texas SIB Program is non-federal dollars and will not trigger environmental or federal regulations on projects. Mr. Teston also reported that the SIB approved \$8 million in projects for the State and provided a detailed summary of the following:

1. TxDOT SIB loan process
2. Eligibility and eligible uses for SIB loans
3. Borrower types for SIB loans
4. Discount for Economically Disadvantaged County (EDC)
5. Eligible projects
6. Advantages of borrowing from the Texas SIB Program
7. Key Takeaways for SIB Program

The presentation was concluded by question and answer with comments.

**6. Demonstration of CAMPO Data Dashboards**

..... Mr. Nirav Ved, CAMPO

The Chair recognized Mr. Nirav Ved, CAMPO Data & Operations Manager who provided a demonstration of the Data, Safety, Demographics, and Inventory Dashboards for the Committee and discussed the capabilities and features of each dashboard. Mr. Ved also identified additional dashboards on the CAMPO website that are available for use. The presentation concluded without questions or comments.

**7. Discussion on 2020 Travel Demand Model Update**

..... Mr. Greg Lancaster, CAMPO

The Chair recognized Mr. Greg Lancaster, CAMPO Travel Demand Modeling Manager who thanked TAC members for responding with their comments by the deadline.

Mr. Lancaster informed the Committee that staff received over 230 comments from 17 agencies via the CAMPO website. Mr. Lancaster also informed the Committee that adjustments were made to the UrbanSim inputs and TAC review and additional feedback is required by the March 3, 2023 deadline. TAC members were encouraged to provide their comments via the CAMPO website and to only review their areas of responsibility.

Mr. Lancaster provided a summary of the work completed and highlighted the next steps as follows:

1. Continue 2020 Base Year calibration
2. Finalize 2050 Network
3. Begin second TAC/Stakeholder/Technical Working Group demographic review
4. Hold 3<sup>rd</sup> Technical Working Group Meeting - March 2, 2023 (Tentative)

Mr. Lancaster later addressed inquiries regarding the feedback loop between the demographics and the network and concerns regarding continuous demographics updates by CAMPO throughout the 2050 Regional Transportation Plan process. The presentation was concluded by question and answer with comments.

The Chair later requested clarity on the process for how the data provided in the TAC member feedback is used in UrbanSim.

Mr. Lancaster identified AECOM as the consultant for the 2020 Travel Demand Model and introduced Mr. Aichong Sun to provide clarity and further address concerns regarding the data sets and how the data provided in the feedback from TAC members is used in UrbanSim. Additional comments and discussion followed.

## **8. Report on Transportation Planning Activities**

The Chair recognized Mr. Chad McKeown, CAMPO Deputy Executive Director who provided an update on Project Readiness for Regional Corridor Improvement Program. Mr. McKeown reported that staff is working with TxDOT on additional funding for several corridors identified for the Regional Corridor Improvement Program. Mr. McKeown concluded that the Ad hoc subcommittee would reconvene when TxDOT has provided the requested funding information.

The Chair recognized Mr. Ryan Collins, CAMPO Short-Range Planning Manager who reported that CAMPO staff is moving forward with procurement for the Carbon Reduction Program (CRP). Mr. Collins noted that an update on the CRP will be provided to the TAC next month. Mr. Collins concluded that CAMPO staff is moving forward with the Travel Demand Management (TDM) recommendation as a result of the January TAC discussion.

The Chair recognized Mr. Ashby Johnson, CAMPO Executive Director who reported that CAMPO will be relocating its offices to the University Federal Credit Union (UFCU) Building located on MoPac and Steck. Mr. Johnson further reported that the lease agreement for the current office space is scheduled to expire this October. Mr. Johnson concluded that approval of a lease agreement for the new office space in the UFCU Building will be included on the agenda for the April Transportation Policy Board Meeting.



## **9. TAC Chair Announcements**

The Chair announced that the next Transportation Policy Board Meeting will be held on Mar 13, 2023 at 2:00 p.m. and the next Technical Advisory Committee will be held on March 27, 2023 at 2:00 p.m.

## **10. Adjournment**

The Chair entertained a motion to adjourn the February 27, 2023 meeting of the Technical Advisory Committee.

Mr. Ed Collins moved to adjourn the February 27, 2023 meeting of the Technical Advisory Committee.

Vice Chair Gary Hudder seconded the motion.

The February 27, 2023 meeting of the Technical Advisory Committee was adjourned at 3:53 p.m.



**Date:** April 10, 2023  
**Continued From:** N/A  
**Action Requested:** Information

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**To:** Transportation Policy Board  
**From:** Mr. Ryan Collins, Short-Range Planning Manager  
**Agenda Item:** 5  
**Subject:** Public Hearing and Presentation of Amendments to the Transportation Improvement Program (TIP) and Regional Transportation Plan (RTP)

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**RECOMMENDATION**

None. This item is for information purposes only.

**PURPOSE AND EXECUTIVE SUMMARY**

The Capital Area Metropolitan Planning Organization (CAMPO) is conducting the routine amendment cycle for the Transportation Improvement Program (TIP) and Regional Transportation Plan (RTP). This is the amendment process for regular amendment requests submitted by project sponsors to add projects, remove projects, or make significant changes to projects currently listed in the TIP and RTP. This process includes a public hearing, 30-days of public comment, and direct approval by the Transportation Policy Board (TPB) as detailed in both the Public Participation Plan and Amendment Procedures.

**FINANCIAL IMPACT**

The amendment cycle will not include any new allocation of funding from programs administered directly by the TPB including Surface Transportation Block Grant and Transportation Alternative Set-Aside funding. However, any projects selected for federal funding through surface transportation programs including federal highway and transit formula and discretionary programs, must be approved directly by the TPB through the TIP for federal funding to be obligated to projects or sponsors.

**BACKGROUND AND DISCUSSION**

CAMPO develops and maintains the TIP and RTP. As part of routine updates, the TIP and RTP are amended on a regular basis to ensure that the most up-to-date information is approved by the TPB. Sponsors may submit a request for an amendment at any time using the online application which are then processed according to the amendment policies either through a regular amendment cycle, administratively, or as an out-of-cycle amendment. The nature of the request is determined upon review of the submission and additional coordination with the project sponsors as needed.

**SUPPORTING DOCUMENTS**

**Attachment A** – Amendment Request List

## 2023 Spring Amendment Cycle – Requested Amendments

MPO ID/CSJ	County	Sponsor	Project Name	Limits (From)	Limits (To)	Description	Phase	Fiscal Year	Cost (YOE)	Amendment Request
73-00091-00	Travis	CapMetro	ADA Vehicle Purchase	N/A	N/A	Capital Metro North Austin ADA Paratransit Base-Wheelchair Accessible Vehicles Purchase	Construction	2023	\$4,125,000	<b>Add Listing</b> - Add new individually listed transit project. Project is selected for funding through the Transit Infrastructure Grants - Community Project Funding Program (Congressional Selection)
73-00092-00	Travis	CapMetro	Charging Infrastructure	N/A	N/A	Charging infrastructure for the Transition to a Zero-Emissions Public Transportation Fleet	Construction	2023	\$5,212,400	<b>Add Listing</b> - Add new individually listed transit project. Project is selected for funding through the Transit Infrastructure Grants - Community Project Funding Program (Congressional Selection)
51-00189-00/ 0015-13-388	Travis	TxDOT	IH 35	US 290E	US 290W/ SH71	Reconstruct IH-35 from US 290E to US 290W/SH 71, add 2 northbound (NB) and 2 southbound (SB) non-tolled managed lanes from 51st to US290W/SH71, add 1 NB and 1 SB non-tolled managed lanes from US 290E to 51st St., add 1 NB frontage road lane between 32nd St. and 15th St., add 1 SB frontage road lane between 8th St. and 5th St., construct bypass lanes, rail/ped bridges and structural retrofit, drainage, shared-use path, and reconstruct intersections, ramps, general purpose lanes and frontage roads.	Construction	2026	\$1,557,827,010	<b>Modify Fiscal Year</b> - Move Fiscal Year from 2025 to 2026
										<b>Modify Description</b> - Minor clarification on segment limits and additional information on scope of work.
										<b>Modify Funding</b> - Adjust project costs and associated funding to reflect the breakout of earlier phases into individual projects (listed below).
51-00189-01/ 0015-13-423	Travis	TxDOT	IH 35	US 290E	US 290W/ SH71	Reconstruct IH-35 to add 2 northbound (NB) and 2 southbound (SB) non-tolled managed lanes from 51st to US290W/SH71, add 1 NB and 1 SB non-tolled managed lanes from US 290E to 51st St., add 1 NB FR Lane between 32nd St. and 15th St., add 1 SB frontage road lane between 8th St. and 5th St., construct bypass lanes, structures, rail bridges and structural retrofit, drainage, shared use path, and reconstruct intersections, ramps, general purpose lanes and frontage roads.	Construction	2026	\$2,429,840,354	<b>Modify Description</b> - Minor clarification on segment limits and additional information on scope of work.
										<b>Modify Funding</b> - Adjust project costs and associated funding to reflect the breakout of earlier phases into individual projects (listed below).
51-00189-02/ 0015-13-428	Travis	TxDOT	IH 35	Holly Street	US 290W/ SH71	Reconstruct I-35 to add 2 northbound and 2 southbound non-tolled managed lanes, construct bypass lanes, structures, drainage, shared-use paths, and reconstruct intersections, ramps and general purpose lanes and frontage roads.	Construction	2024	\$300,000,000	<b>Modify Description</b> - Minor clarification on segment limits and additional information on scope of work.
										<b>Modify Funding</b> - Adjust project costs and associated funding to reflect the breakout of earlier phases into individual projects (listed below).
51-00189-03/ 0914-04-341	Travis	TxDOT	IH 35	IH 35	Colorado River	Construct Capital Express Central Drainage Tunnel along Cesar Chavez	Construction	2024	\$104,000,000	<b>Add Listing</b> - Add new individually listed roadway project. This project is an early phase breakout project from the Capital Express - Central projects listed above (CSJ 0015-13-388/423/428). All associated cost, funding, and scope have been previously approved as part of the overall project but are being broken out individually to be let for construction as an earlier phase of the main project.

51-00189-04/ 0015-13-433	Travis	TxDOT	IH 35	Martin Luther King Jr Blvd	Holly Street	Construct Capital Express Central East Drainage Tunnel along IH-35	Construction	2024	\$104,000,000	<b>Add Listing</b> - Add new individually listed roadway project. This project is an early phase breakout project from the Capital Express - Central projects listed above (CSJ 0015-13-388/423/428). All associated cost, funding, and scope have been previously approved as part of the overall project but are being broken out individually to be let for construction as an earlier phase of the main project.
51-00189-05/ 0015-13-432	Travis	TxDOT	IH 35	Airport Blvd	Martin Luther King Jr Blvd	Southbound Upper Deck Bridge Structural Retrofit	Construction	2024	\$10,400,000	<b>Add Listing</b> - Add new individually listed roadway project. This project is an early phase breakout project from the Capital Express - Central projects listed above (CSJ 0015-13-388/423/428). All associated cost, funding, and scope have been previously approved as part of the overall project but are being broken out individually to be let for construction as an earlier phase of the main project.
0113-13-168	Travis	TxDOT	SL 360	At Courtyard Drive		Grade separate intersection	Construction	2026	\$52,693,759	<b>Add Listing</b> - Add new individually listed roadway project. This project was deferred in May 2020 but was refunded as part of the 2023 Unified Transportation Program (UTP). This project is associated with the RM 2222 at SL 360 project listed below (CSJ 2100-01-065)
2100-01-065	Travis	TxDOT	RM 2222	At SL 360		Construct diverging diamond intersection.	Construction	2026	\$5,992,000	<b>Add Listing</b> - Add new individually listed roadway project. This project was deferred in May 2020 but was refunded as part of the 2023 Unified Transportation Program (UTP). This project is associated with the SL 360 at Courtyard project listed above (CSJ 0113-13-168)
0914-05-222	Williamson	Williamson County	Hero Way	183A	RM 2243	Reconstruct 2-Lane undivided roadway to 2 travel lanes with continuous left-turn lane and extend existing Hero Way to RM 2243.	Construction	2026	\$12,788,091	<b>Add Listing</b> - Add new individually listed roadway project. This locally funded project and associated phases have been previously approved in the 2019-2022 and 2021-2024 Transportation Improvement Programs under the Grouped Category.
51-00483-00/ 0700-03-149	Travis	TxDOT	SH 71	RM 620	Silvermine Dr.	Installation of Advanced Traffic Management System	Construction	2023	\$7,000,000	<b>Add Listing</b> - Add new individually listed roadway project. This project was deferred in May 2020. Carbon Reduction Program (CRP) funding is being requested for refunding.
51-00484-00/ 0914-00-050	Travis	CAMPO	VA	N/A	N/A	Development of the Mobile Emission Reduction Plan	Construction	2023	\$1,000,000	<b>Add Listing</b> - Add new individually listed roadway project. This project was allocated Carbon Reduction Program (CRP) funding by the Transportation Policy Board in January 2023.
71-00010-00/ 0914-00-425	Travis	CAMPO	VA	N/A	N/A	Implementation of the Regional Transportation Demand Management (TDM) Program.	Construction	2024	\$4,000,000	<b>Add Listing</b> - Add new individually listed roadway project. This project is currently funded with Surface Transportation Block Grant (STBG). Carbon Reduction Program (CRP) funding is being requested for program continuation through 2027.
61-00123-00/ 1566-01-009	Williamson	TxDOT/ Williamson County	FM 1660	CR 101 North of Hutto	US 79	Upgrade roadway from 2-lane undivided to a 4-lane undivided	Construction	2024	\$13,720,145	<b>Remove Listing</b> - Remove project from individual roadway listing.

61-00124-00/ 1566-02-020	Williamson	TxDOT/ Williamson County	FM 1660	US 79	FM 3349	Construct new location 4-lane divided roadway	Construction	2024	\$12,588,857	<b>Remove Listing</b> Remove project from individual roadway listing.
31-00200-00/ 0805-02-008	Caldwell	TxDOT	FM 2720	Old Spanish Trail	SH 142	Widen from 2-lane undivided to 4-lane divided with shoulders, add cable barrier	Construction	2025	\$44,931,658	<b>Remove Listing</b> Remove project from individual roadway listing. Project remains in development and will be moved to Project Development List in the Transportation Improvement Program.
31-00200-01/ 0805-05-004	Caldwell	TxDOT	FM 2720	SH 21	Old Spanish Trail	Widen from 2-lane undivided to 4-lane divided with shoulders, add cable barrier	Construction	2025	\$1,796,482	<b>Remove Listing</b> Remove project from individual roadway listing. Project remains in development and will be moved to Project Development List in the Transportation Improvement Program.

**Transportation Improvement Program (TIP) Amendment** (All approved amendments to the Transportation Improvement Program are automatically amended in the Regional Transportation Plan per CFR 450.218.)

**Regional Transportation Plan (RTP) Amendment** (No amendments for the Regional Transportation Plan were submitted for the 2023 Spring Amendment Cycle)



**Capital Area Metropolitan Planning Organization**

**Transportation Policy Board Meeting**

The Junior League of Austin Community Impact Center

5330 Bluffstone Lane Austin, TX 78759

Monday, February 13, 2023 – 2:00 p.m.

Livestream at: [www.campotexas.org](http://www.campotexas.org)

**1. Certification of Quorum – Quorum requirement is 12 members.**

.....Commissioner Cynthia Long, Chair

The CAMPO Transportation Policy Board was called to order by the Chair at 2:02 p.m.

The roll was taken and a quorum was announced present.

	<b>Member</b>	<b>Representing</b>	<b>Member Attending</b>	<b>Alternate Attending</b>
1	Cynthia Long, Chair	Commissioner, Williamson County	Y	
2	Rudy Metayer, Vice-Chair	City of Pflugerville, Place 4	Y	
3	Clara Beckett, Secretary	Commissioner, Bastrop County	Y	
4	Alison Alter	City of Austin, District 10	Y	
5	Andy Brown	Judge, Travis County	N	Ms. Amy Pattillo
6	Christine DeLisle	Mayor City of Leander	Y	
7	Paige Ellis	Mayor Pro Tem, City of Austin, District 8	Y	
8	Tucker Ferguson, P.E.	TxDOT-Austin District	Y	
9	Vanessa Fuentes	City of Austin, District 2	Y	
10	Natasha Harper-Madison	City of Austin, District 1	N	Council Member Alison Alter
11	Matt Harriss	Capital Metro Board Member	Y	
12	Ann Howard	Commissioner, Travis County	N	Mayor Pro Tem Paige Ellis
13	Jane Hughson	Mayor, City of San Marcos	Y	
14	Debbie Ingalsbe	Commissioner, Hays County	Y	

15	Travis Mitchell	Mayor, City of Kyle	Y	
16	Craig Morgan	Mayor, City of Round Rock	N	Council Member Kristin Stevens
17	James Oakley	Judge, Burnet County	Y	
18	Amy Pattillo	Travis County	Y	
19	Jim Penniman-Morin	City of Cedar Park	Y	
20	Josh Schroeder	Mayor, City of Georgetown	Y	
21	Edward Theriot	Commissioner, Caldwell County	Y	
22	Jeffrey Travillion	Commissioner, Travis County	Y	

**2. Public Comments**

There were no public comments.

Video of this item can be viewed at <https://www.youtube.com/live/Y85UhUFuBpo?feature=share>.  
Start Video at 00:00:12

**3. Executive Session**

An Executive Session was not convened.

Video of this item can be viewed at <https://www.youtube.com/live/Y85UhUFuBpo?feature=share>.  
Start Video at 00:00:20

**4. Report from Technical Advisory Committee (TAC) Chair**

The Chair recognized Ms. Laurie Moyer, P.E. who provided a report of the discussion and action items from the January 23, 2023 TAC Meeting.

Ms. Moyer reported that the TAC had significant discussion on the Carbon Reduction Program (CRP) and whether projects included in the deferred project list would meet the intent of the CRP funding.

The Committee consensus was that the deferred projects were not eligible for implementation in the timeframe for the CRP.

Ms. Moyer also reported that the TAC received a presentation on Performance Measure Target Updates and the Regional Traffic Safety Plan.

Video of this item can be viewed at <https://www.youtube.com/live/Y85UhUFuBpo?feature=share>.  
Start Video at 00:00:23

##### **5. Discussion and Take Appropriate Action on January 9, 2023 Meeting Minutes**

The Chair entertained a motion for approval of the January 9, 2023 meeting minutes, as presented.

Judge James Oakley moved for approval of the January 9, 2023 meeting minutes, as presented.

Commissioner Clara Beckett seconded the motion.

The motion prevailed unanimously.

Ayes: Commissioner Cynthia Long, Council Member Rudy Metayer, Commissioner Clara Beckett, Council Member Alison Alter (Proxy for Council Member Natasha Harper-Madison), Mayor Christine DeLisle, Mr. Tucker Ferguson, P.E., Council Member Vanessa Fuentes, Mr. Matt Harriss, Mayor Jane Hughson, Commissioner Debbie Ingalsbe, Mayor Travis Mitchell, Judge James Oakley, Ms. Amy Pattillo (Proxy for Judge Andy Brown), Mayor Jim Penniman-Moran, Mayor Josh Schroeder, Council Member Kristin Stevens (Proxy for Mayor Craig Morgan), Commissioner Edward Theriot, and Commissioner Jeffrey Travillion

Nays: None

Abstain: None

Absent and Not Voting: Mayor Pro Tem Paige Ellis (Proxy for Commissioner Ann Howard)

Video of this item can be viewed at <https://www.youtube.com/live/Y85UhUFuBpo?feature=share>.  
Start Video at 00:02:26

##### **6. Discussion and Take Appropriate Action on Amendments to FY 2022 & 2023 Unified Planning Work Program (UPWP)**

The Chair recognized Ms. Theresa Hernandez, Finance and Administration Manager who provided a brief summary of the UPWP document. Ms. Hernandez presented UPWP Amendment #4 which will add two (2) studies for Capital Metro and add a Travis County Safety Action Plan to the FY 2022 & 2023 UPWP.



The presentation was concluded with a request for approval of FY 2022 & 2023 Unified Planning Work Program (UPWP) Amendment #4 with accompanying Resolution 2023-2-6.

The Chair entertained a motion for approval of FY 2022 & 2023 Unified Planning Work Program (UPWP) Amendment #4 with accompanying Resolution 2023-2-6.

Mayor Jane Hughson moved for approval of FY 2022 & 2023 Unified Planning Work Program (UPWP) Amendment #4 with accompanying Resolution 2023-2-6.

Council Member Alison Alter seconded the motion.

The motion prevailed unanimously.

Ayes: Commissioner Cynthia Long, Council Member Rudy Metayer, Commissioner Clara Beckett, Council Member Alison Alter (Proxy for Council Member Natasha Harper-Madison), Mayor Christine DeLisle, Mr. Tucker Ferguson, P.E., Council Member Vanessa Fuentes, Mr. Matt Harriss, Mayor Jane Hughson, Commissioner Debbie Ingalsbe, Mayor Travis Mitchell, Judge James Oakley, Ms. Amy Pattillo (Proxy for Judge Andy Brown), Mayor Jim Penniman-Moran, Mayor Josh Schroeder, Council Member Kristin Stevens (Proxy for Mayor Craig Morgan), Commissioner Edward Theriot, and Commissioner Jeffrey Travillion

Nays: None

Abstain: None

Absent and Not Voting: Mayor Pro Tem Paige Ellis (Proxy for Commissioner Ann Howard)

Mayor Pro Tem Paige Ellis joined the meeting following the vote on Agenda Item 6 Discussion and Take Appropriate Action on Amendments to FY 2022 & 2023 Unified Planning Work Program (UPWP).

Video of this item is not available due to technical difficulties.

## **7. Consideration and Appropriate Action on the Nomination and Appointments to Capital Metro Board of Directors**

The Chair informed the Board that were 2 (two) vacancies to be filled on the Capital Metro Board of Directors which include CAMPO Appointees for the Executive Level position and Elected Official position. The Chair reported that the Nominating Committee was utilized to fill the vacancy for the Executive Level position. Members of the Nominating Committee were identified as follows:

1. Commissioner Cynthia Long, Chair
2. Commissioner Ann Howard
3. Ms. Sandy Guzman

The Chair further reported that the Nominating Committee's recommendation for the Executive Level position was Ms. Dianne Bangle. The Chair also shared comments by Commissioner Ann Howard in her absence.

The Chair moved for approval of Ms. Dianne Bangle as CAMPO Appointee for the Executive Level position to the Capital Metro Board of Directors.

Judge James Oakley seconded the motion.

The motion prevailed unanimously.

The Chair noted that Ms. Bangle's term is effective immediately.

Ayes: Commissioner Cynthia Long, Council Member Rudy Metayer, Commissioner Clara Beckett, Council Member Alison Alter (Proxy for Council Member Natasha Harper-Madison), Mayor Christine DeLisle, Mayor Pro Tem Paige Ellis (Proxy for Commissioner Ann Howard), Mr. Tucker Ferguson, P.E., Council Member Vanessa Fuentes, Mr. Matt Harriss, Mayor Jane Hughson, Commissioner Debbie Ingalsbe, Mayor Travis Mitchell, Judge James Oakley, Ms. Amy Pattillo (Proxy for Judge Andy Brown), Mayor Jim Penniman-Moran, Mayor Josh Schroeder, Council Member Kristin Stevens (Proxy for Mayor Craig Morgan), Commissioner Edward Theriot, and Commissioner Jeffrey Travillion

Nays: None

Abstain: None

Absent and Not Voting: None

Video of Part 1 of this item is not available due to technical difficulties.

The Chair later provided an overview of the voting privileges for appointment of an elected official to the Capital Metro Board of Directors pursuant to Texas Transportation Code Section 451.5021(b)(1). The Chair advised the Board that only Transportation Policy Board members representing the following cities and counties were allowed to vote on the CAMPO Appointee for the Elected Official position:

1. Travis County
2. City of Austin
3. Williamson County
4. City of Leander

The Chair informed the Board that Mayor Pro Tem Paige Ellis was the only board member that expressed interest in filling the Elected Official position on the Capital Metro Board. As a result, the Chair recommended Mayor Pro Tem Paige Ellis for the Elected Official position on the Capital Metro Board and moved for approval.

Council Member Alison Alter seconded the motion.

The motion prevailed unanimously.

The Chair noted that Mayor Pro Tem Ellis's term is effective immediately.

Ayes: Commissioner Cynthia Long, Council Member Alison Alter (Proxy for Council Member Natasha Harper-Madison), Mayor Christine DeLisle, Mayor Pro Tem Paige Ellis (Proxy for Commissioner Ann Howard), Council Member Vanessa Fuentes, Ms. Amy Pattillo (Proxy for Judge Andy Brown) and Commissioner Jeffrey Travillion

Nays: None

Abstain: None

Absent and Not Voting: None

Video of Part 2 of this item can be viewed at <https://www.youtube.com/live/ZyIVYkse5nM?feature=share>.  
Start Video at 00:00:27

## **8. Discussion and Appropriate Action on Categories 2 & 4 on Deferred Projects**

The Chair recognized Ms. Heather Ashley-Nguyen, TxDOT Transportation Planning & Development Director who informed the Board that the discussion on Categories 2 and 4 on deferred projects is for informational purposes only. Ms. Ashley-Nguyen added that the purpose of the discussion is to provide a summary of activities in the coming months regarding the 2024 UTP.

Ms. Ashley-Nguyen provided an overview of the 2024 Unified Transportation Program (UTP) which includes projects beginning in September 2023 and forward. Ms. Ashley-Nguyen highlighted the distribution process, distribution comparisons, statewide allocations, and estimates. Ms. Ashley-Nguyen also highlighted the previous estimated funding and current restored funding amounts for Categories 2, 4, and 7 deferred projects.

Video of this item can be viewed at <https://www.youtube.com/live/ZyIVYkse5nM?feature=share>.  
Start Video at 00:02:10

## **9. Discussion on Carbon Reduction Program (CRP) and Funding Scenarios**

The Chair recognized Mr. Ryan Collins, CAMPO Short-Range Planning Manager who reminded the Board that the CRP is a new formula program as a result of the Infrastructure Investment and Jobs Act (IIJA). Mr. Collins informed the Board that CAMPO will be receiving approximately \$22 million for the Transportation Management Area (TMA) through 2026. Mr. Collins noted that the funding has a 4-year obligation limitation of which funding will begin to lapse within 4 years of apportionment to the region. Mr. Collins further noted that that the 2020 funding will begin to lapse in 2 years which presents an urgency to program funding as quickly as possible.

Mr. Collins informed the Board that deferred projects will take priority for new available funding opportunities and summarized the TAC discussion regarding deferred projects and current allocation. Mr. Collins discussed the planning scope summary and funding scenarios for the CRP.

Video of this item can be viewed at <https://www.youtube.com/live/ZyIVYkse5nM?feature=share>.  
Start Video at 00:22:11

## 10. Discussion 2023 Federal Performance Measure Target Updates

The Chair recognized Mr. Ryan Collins who provided a brief overview of Transportation Performance Management and discussed the requirement for annual adoption of performance measure targets. Mr. Collins discussed the performance measures process, safety initiatives, and reported that the Performance Measures Dashboard is online and available on the CAMPO website. The Board was informed that the performance measures target updates will be presented for potential adoption at the next Transportation Policy Board meeting.

Video of this item can be viewed at <https://www.youtube.com/live/ZyIVYkse5nM?feature=share>.  
Start Video at 00:36:49

## 11. Executive Director's Report on Transportation Planning Activities

### a. Safe Streets for All (SS4A) Federal Discretionary Grant Results

Mr. Ashby Johnson, CAMPO Executive Director announced that CAMPO was awarded \$3.32 million in SS4A Grant funding to develop and implement safety projects in the region. Mr. Johnson also announced that Travis County was also awarded SS4A Grant funding to develop and implement safety projects. Mr. Johnson summarized next steps in the SS4A planning process and noted that completion of a safety plan is anticipated for early 2025.

Mr. Johnson informed the Board that CAMPO is considering new office space at the University Federal Credit Union (UFCU) Building located on Mopac at Steck Avenue. Mr. Johnson reported that a request for approval to proceed in the negotiation of a lease agreement with the UFCU will be presented at the next Transportation Policy Board meeting.

Mr. Johnson provided a briefing on his participation in a meeting to discuss utilization programming rates for TxDOT funding Categories 5 & 7. Mr. Johnson reminded the Board that CAMPO does not receive Category 5 funding. Mr. Johnson reported that CAMPO was first in the state for the utilization of Category 7 funding in the 2-year and 4-year summaries. The Chair and Mr. Johnson thanked TxDOT-Austin District's Mr. Tucker Ferguson, P.E. and Heather Ashley-Nguyen and CAMPO's Mr. Ryan Collins for their hard work in ensuring good use of Category 7 funding.

Video of this item can be viewed at <https://www.youtube.com/live/ZyIVYkse5nM?feature=share>.  
Start Video at 00:44:49

## 12. Announcements

### a. Transportation Policy Board Chair Announcements

The Chair provided a brief overview of the composition and purpose of the CAMPO Executive Committee. The Chair also identified members of the Committee as follows:

1. Commissioner Cynthia Long, Chair (Williamson County)
2. Council Member Rudy Metayer, Vice Chair (City of Pflugerville)

3. Commissioner Clara Beckett, Secretary (Bastrop County)
4. Commissioner Debbie Ingalsbe (Hays County)
5. Commissioner Edward Theriot (Caldwell County)
6. Judge James Oakley (Burnet County)
7. Mr. Tucker Ferguson, P.E. (TxDOT-Austin District)
8. Mr. Matt Harriss (Capital Metro)
9. Judge Andy Brown (Travis County)

The Chair noted the appointment of Mayor Pro Tem Paige Ellis (City of Austin) to the CAMPO Executive Committee in the absence of an interested person. The Chair requested that Mayor Pro Tem Ellis provide confirmation of who will represent the City of Austin at future meetings of the CAMPO Executive Committee.

- b. The next Technical Advisory Committee Meeting will be held on February 27, 2023 at 2:00 p.m.
- c. The next Transportation Policy Board Meeting will be held on March 13, 2023 at 2:00 p.m.

Video of this item can be viewed at <https://www.youtube.com/live/ZyIVYkse5nM?feature=share>.  
Start Video at 00:52:32

### **13. Adjournment**

The February 13, 2023 meeting of the Transportation Policy Board was adjourned at 3:05 p.m. by unanimous consent.

Video of this item can be viewed at <https://www.youtube.com/live/ZyIVYkse5nM?feature=share>.  
Start Video at 00:55:50



**Date:** April 10, 2023  
**Continued From:** February 13, 2023  
**Action Requested:** Approval

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**To:** Transportation Policy Board  
**From:** Mr. Ryan Collins, Short-Range Planning Manager  
**Agenda Item:** 7  
**Subject:** Discussion and Take Appropriate Action on 2023 Performance Measure Target Updates

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**RECOMMENDATION**

Staff and Technical Advisory Committee recommend the Transportation Policy Board (TPB) approve the 2023 performance measures target updates as outlined in the 2023 Performance Measure Report.

**PURPOSE AND EXECUTIVE SUMMARY**

As part of the performance-based transportation planning process, the TPB has adopted performance targets for Safety (PM1), Pavement and Bridge Conditions (PM2), System Performance and Freight Performance Measures (PM3) as well as Transit Asset Management (TAM) and Transit Safety. As part of this process, the TPB must adopt PM1, TAM, and Transit Safety annually. PM2 and PM3 are adopted in response to TxDOT’s target updates which typically occur every two years.

**FINANCIAL IMPACT**

None.

**BACKGROUND AND DISCUSSION**

The use of a performance-based transportation planning process is required in the development of the Transportation Improvement Program (TIP) and Regional Transportation Plan (RTP) including the adoption of performance targets in key areas. On an annual basis, the TPB adopts updated performance measure targets included in the Performance Measure Report, which are then incorporated into the programming and planning processes.

**SUPPORTING DOCUMENTS**

**Attachment A** – *2023 Performance Measure Report*

**Attachment B** – *Resolution 2023-4-7*

# Performance Measure Report

2023



## Background

To provide more transparency in the selection and prioritization of surface transportation projects, federal legislation requires a performance-based planning process framework in the development of the Transportation Improvement Program (TIP) and Regional Transportation Plan (RTP) including the adoption of performance measure targets.

The U.S. Department of Transportation (USDOT) developed performance measures in seven key goal areas identified in federal transportation legislation. State departments of transportation and metropolitan planning organizations must set performance measure targets in these key areas as part of a larger performance measure planning system that creates an outcome driven approach.



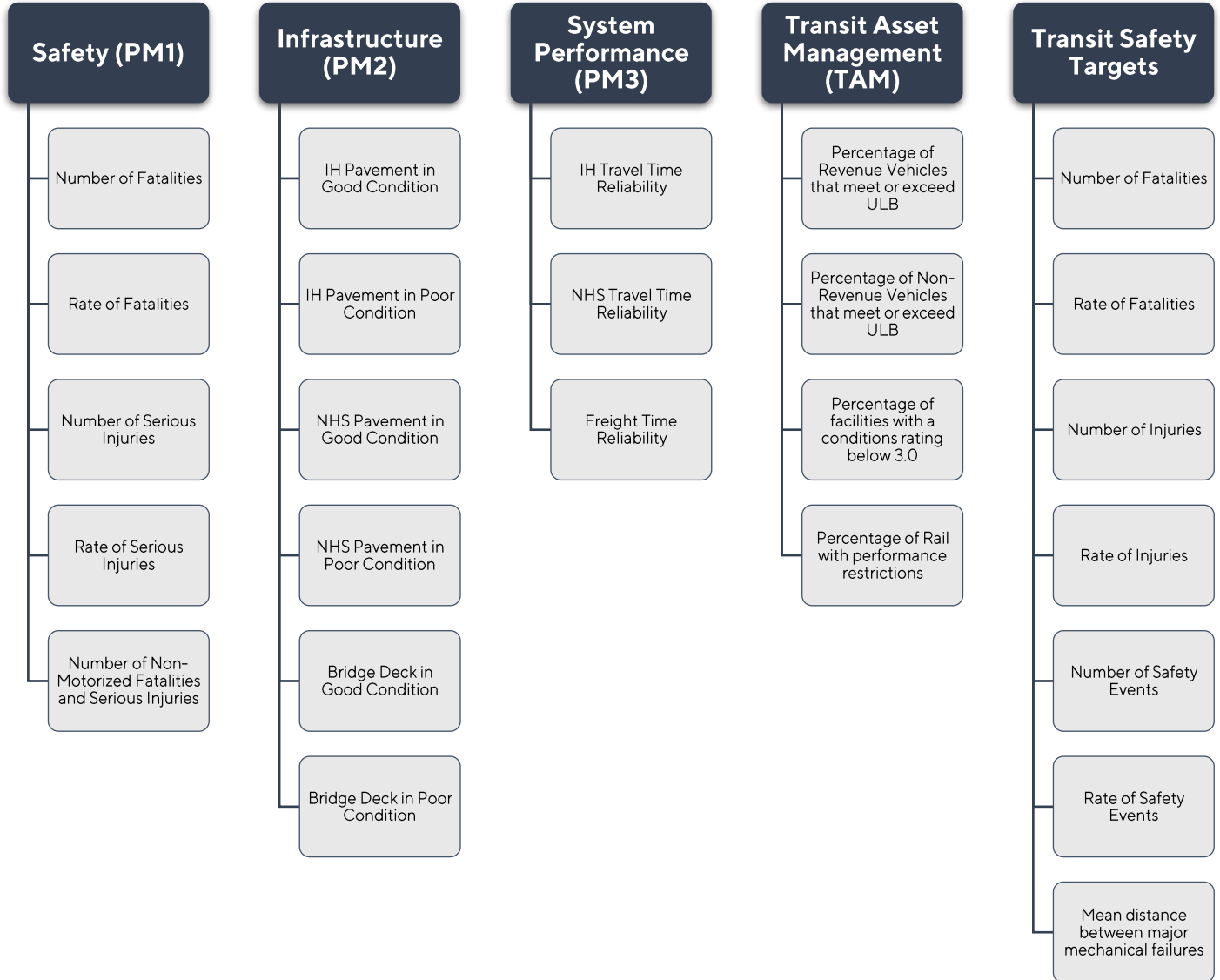
Transportation performance management is an iterative process that helps guide the planning process by providing directional goals for the plans and programs, but also provides a feed-back mechanism in which to measure success. To achieve the federal goals, states and MPOs jointly develop performance measures and targets with which to guide the transportation development process.

The Transportation Policy Board adopts the Performance Measure Report and updated performance measure targets on an annual basis. These targets are then incorporated into the programming and planning processes of the Transportation Improvement Program, Regional Transportation Plan, and other planning activities.



## Summary

The use of a performance-based transportation planning process is required in the development of the Transportation Improvement Program (TIP) and Regional Transportation Plan (RTP). Part of the performance-based planning process requires the adoption of performance targets in key areas including Safety (PM1), Pavement and Bridge Conditions (PM2), System Performance and Freight Performance Measures (PM3) for on-system facilities as well as Transit Asset Management (TAM) and Transit Safety.



## Safety Performance Measures (PM1)

The Transportation Policy Board currently supports the state’s efforts and has adopted the Safety targets set by the Texas Department of Transportation (TxDOT). The table below details the statewide safety numbers which are supported by the priorities of the Transportation Policy Board and project investment. Targets are set annually, both at the state and local level, and are adjusted based on the previous year’s safety information and policy changes. Please refer to CAMPO’s [performance measure dashboards](#) for more information on regional performance.

Safety (PM1)	Current Target	2023 Target	5-Year Rolling Average Target
Number of Fatalities	3,272	3,159	3,682
Rate of Fatalities	1.23	1.2	1.38
Number of Serious Injuries	19,065	17,819	17,062
Rate of Serious Injuries	6.47	6.77	6.39
Number of Non-Motorized Fatalities and Serious Injuries	2,642	2,340	2,357

Please note, in addition to the calendar year targets, TxDOT sets a rolling 5-year target for each of the performance measures that is adjusted every year based on the actual safety data available from the previous year. These 5-year average targets represent the overarching safety goals set forth by the Texas Transportation Commission, namely a specific percentage reduction over the 5-year period. The new calendar year targets are calculated each year to support the rolling 5-year average targets. Because the calendar year targets are the actual targets needed for the current year to achieve the rolling 5-year average, the Transportation Policy Board adopts the calendar year targets.

## Pavement and Bridge Conditions (PM2)

The Transportation Policy Board evaluates the general condition of the regional transportation system by establishing minimum condition standards and setting targets conditions for pavement and bridges. The Transportation Policy Board currently supports the state’s efforts and has adopted the Pavement and Bridge Performance Measures (PM2) targets set by the Texas Department of Transportation. Please refer to CAMPO’s [performance measure dashboards](#) for more information on regional performance.

Infrastructure (PM2)	Current Target	Baseline	2-Year Target	4-Year Target
IH Pavement in Good Condition	66.5%	64.5%	63.9%	63.6%
IH Pavement in Poor Condition	.2%	.1%	.2%	.2%
NHS Pavement in Good Condition	54.1%	51.7%	45.5%	46%
NHS Pavement in Poor Condition	14.2%	1.3%	1.5%	1.5%
Bridge Deck in Good Condition	50.4%	49.2%	48.5%	47.6%
Bridge Deck in Poor Condition	1.5%	1.1%	1.5%	1.5%

Please note, in updating this year’s performance measure targets for PM2, the Texas Department of Transportation (TxDOT) has set 2 and 4-year targets for 2022 through 2025. These targets were set utilizing the most recent data available (baseline) regarding performance metrics.

## System and Freight Performance (PM3)

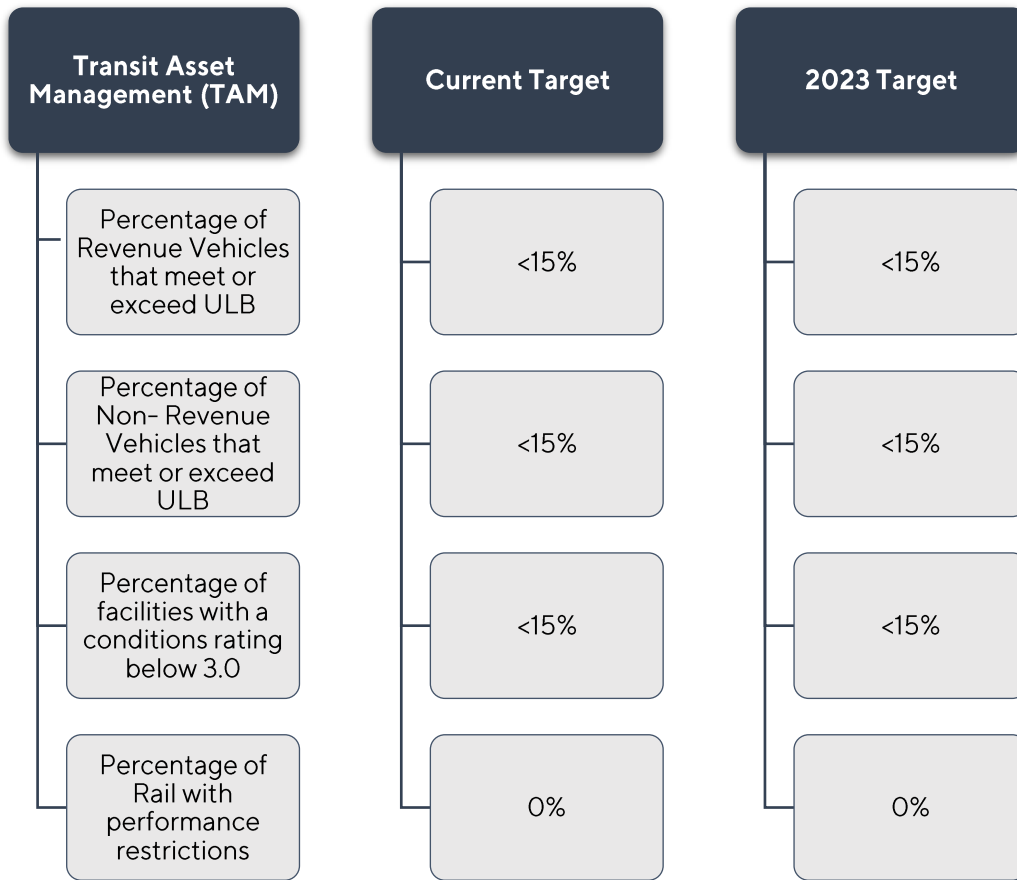
The Transportation Policy Board has prioritized addressing congestion in the region by establishing system performance measures and setting targets for travel time reliability. The Transportation Policy Board currently supports the state’s efforts and adopted the System and Freight Performance targets set by the Texas Department of Transportation. Please refer to CAMPO’s [performance measure dashboards](#) for more information on regional performance.

System Performance (PM3)	Current Target	Baseline	2-Year Target	4-Year Target
IH Travel Time Reliability	70.0%	84.6%	70%	70%
NHS Travel Time Reliability	70.0%	90.3%	70%	70%
Freight Time Reliability	1.76%	1.39	1.55	1.55

Please note, in updating this year’s performance measure targets for PM3, the Texas Department of Transportation (TxDOT) has set 2 and 4-year targets for 2022 through 2025. These targets were set utilizing the most recent data available (baseline) regarding performance metrics.

## Transit Asset Management (TAM)

Direct recipients of federal funds from the Federal Transit Agency (FTA), must comply with the FAST Act by adopting Transit Asset Management (TAM) performance measures and targets. These direct recipients, including Capital Metro and the City of Round Rock, must develop a Transit Asset Management (TAM) Plan with performance measure goals related to capital assets. In addition to the plan, the transit agencies must set annual performance measure targets for asset classes that they manage.



Note that regional transit providers approach Transit Asset Management target setting differently; whereas some providers set specific targets for their asset classes, others set a more generalized range in their Transit Asset Management Plans. Because of this, CAMPO adopts an overall range that is inclusive of both the agency specific targets and set ranges across providers.

## Transit Safety Targets

Direct recipients of 5307 federal funding from the Federal Transit Agency (FTA), must comply with the federal regulations by adopting a Public Transportation Agency Safety Plan (PTASP) which includes transit safety targets that are adopted annually by the agency and the Transportation Policy Board. These direct recipients, including Capital Metro, the City of Round Rock and the City of San Marcos. Please note that rate targets are weighted averages between the providers, whereas specific number targets are the combined targets of the recipients.

Transit Safety Targets	Current Targets	2023 Targets
Number of Fatalities	-	1
Rate of Fatalities	0	.004
Number of Injuries	-	65
Rate of Injuries	0.35	.54
Number of Safety Events	-	85
Rate of Safety Events	0.195	0.65
Mean distance between major mechanical failures	17,200	12,500

## Performance Measure Resources

Transportation Performance Management (TPM) is a federally mandated strategic approach that uses system information to inform investment and policy decisions to achieve national performance goals. While target setting provides those critical benchmarks to measure success, it is the actionable investment decisions that directly impact the region. With that in mind, CAMPO has prioritized performance management in its investment strategies, planning activities, and has also developed digital tools to help provide real-time information and in-depth analysis regarding performance.

Transportation Performance Management Resources	
<a href="#"><u>Project Selection Criteria</u></a>	Project selection process that included a significant focus on the prioritization of projects that provide significant safety benefits, specifically in a project’s ability to directly reduce fatalities and serious injuries.
<a href="#"><u>Performance Measure Dashboards</u></a>	Comprehensive digital dashboards that provide the most up-to-date regional performance information. The dashboard provides users with the ability to do in-depth analyses on safety, performance, and pavement/bridge conditions
<a href="#"><u>Planning Activities</u></a>	<p>CAMPO’s planning activities from the Regional Transportation Plan and Transportation Improvement Program to the numerous regional and local studies include transportation performance management as an integral part of the planning process. Examples include:</p> <ul style="list-style-type: none"> <li>• Regional Transportation Plan</li> <li>• Transportation Improvement Program</li> <li>• Regional Safety Plan</li> <li>• Regional Freight Study</li> <li>• Regional Bottlenecks/Interchange Study</li> <li>• Mobile Emission Reduction Plan</li> <li>• Local Studies</li> </ul>

## **Appendix A – Federal Performance Measure Fact Sheets**



# Metropolitan Planning Organization Safety Performance Measures Fact Sheet

## Safety Performance Measures

The Safety Performance Management Measures regulation supports the Highway Safety Improvement Program (HSIP) and requires State Departments of Transportation (DOTs) and Metropolitan Planning Organizations (MPOs) to set HSIP targets for 5 safety performance measures. This document highlights the requirements specific to MPOs and provides a comparison of MPO and State DOT responsibilities.

## How do MPOs establish HSIP targets?

Coordination is the key for all stakeholders in setting HSIP targets. Stakeholders should work together to share data, review strategies and understand outcomes. MPOs must work with the State DOT. MPOs should also coordinate with the State Highway Safety Office, transit operators, local governments, the FHWA Division Office, National Highway Transportation Safety Administration (NHTSA) Regional Office, law enforcement and emergency medical services agencies, and others. By working together, considering and integrating the plans and programs of various safety stakeholders, MPOs will be better able to understand impacts to safety performance to establish appropriate HSIP targets. Coordination should start with the Strategic Highway Safety Plan (SHSP). More information on the SHSP is available at <http://safety.fhwa.dot.gov/hsip/shsp/>.

HSIP Safety Targets Established by MPOs	
1	Number of fatalities
2	Rate of fatalities
3	Number of serious injuries
4	Rate of serious injuries
5	Number of non-motorized fatalities and non-motorized serious injuries

### MPOs establish HSIP targets by either:

1. agreeing to plan and program projects so that they contribute toward the accomplishment of the State DOT HSIP target or
2. committing to a quantifiable HSIP target for the metropolitan planning area.

To provide MPOs with flexibility, MPOs may support all the State HSIP targets, establish their own specific numeric HSIP targets for all of the performance measures, or any combination. MPOs may support the State HSIP target for one or more individual performance measures and establish specific numeric targets for the other performance measures.

If an MPO agrees to support a State HSIP target, the MPO would ...	If an MPO establishes its own HSIP target, the MPO would...
<ul style="list-style-type: none"> <li>■ Work with the State and safety stakeholders to address areas of concern for fatalities or serious injuries within the metropolitan planning area</li> <li>■ Coordinate with the State and include the safety performance measures and HSIP targets for all public roads in the metropolitan area in the MTP (Metropolitan Transportation Plan)</li> <li>■ Integrate into the metropolitan transportation planning process, the safety goals, objectives, performance measures and targets described in other State safety transportation plans and processes such as applicable portions of the HSIP, including the SHSP</li> <li>■ Include a description in the TIP (Transportation Improvement Program) of the anticipated effect of the TIP toward achieving HSIP targets in the MTP, linking investment priorities in the TIP to those safety targets</li> </ul>	<ul style="list-style-type: none"> <li>■ Establish HSIP targets for all public roads in the metropolitan planning area in coordination with the State</li> <li>■ Estimate vehicles miles traveled (VMT) for all public roads within the metropolitan planning area for rate targets</li> <li>■ Include safety (HSIP) performance measures and HSIP targets in the MTP</li> <li>■ Integrate into the metropolitan transportation planning process, the safety goals, objectives, performance measures and targets described in other State safety transportation plans and processes such as applicable portions of the HSIP, including the SHSP</li> <li>■ Include a description in the TIP of the anticipated effect of the TIP toward achieving HSIP targets in the MTP, linking investment priorities in the TIP to those safety targets</li> </ul>



**Volumes for HSIP Rate Targets:** MPOs that establish fatality rate or serious injury rate HSIP targets must report the VMT estimate used for such targets, and the methodology used to develop the estimate, to the State DOT. For more information on volumes for HSIP rate targets, see [http://www.fhwa.dot.gov/planning/processes/tools/technical\\_guidance/index.cfm](http://www.fhwa.dot.gov/planning/processes/tools/technical_guidance/index.cfm).

**Roads addressed by MPO HSIP Targets:** HSIP targets cover all public roadways within the metropolitan planning area boundary regardless of ownership or functional classification, just as State HSIP targets cover all public roads in the State.

## How do MPOs with multi-State boundaries establish HSIP targets?

MPOs with multi-State boundaries must coordinate with all States involved. If an MPO with multi-State boundaries chooses to support a State HSIP target, it must do so for each State. For example, an MPO that extends into two States would agree to plan and program projects to contribute to two separate sets of HSIP targets (one for each State). If a multi-State MPO decides to establish its own HSIP target, the MPO would establish the target for the entire metropolitan planning area.

## When do MPOs need to establish these targets?

States establish HSIP targets and report them for the upcoming calendar year in their HSIP annual report that is due August 31 each year. MPOs must establish HSIP targets within 180 days of the State establishing and reporting its HSIP targets. Since FHWA deems the HSIP reports submitted on August 31, MPOs must establish HSIP targets no later than February 27 of each year.

Top 5 Things to Know about MPO HSIP Safety Performance Targets	
✓	All MPOs must set a target for each of the 5 HSIP Safety Performance Measures
✓	MPOs may adopt and support the State's HSIP targets, develop their own HSIP targets, or use a combination of both
✓	MPOs must establish their HSIP targets by February 27 of the calendar year for which they apply
✓	MPO HSIP targets are reported to the State DOT
✓	MPO HSIP targets are not annually assessed for significant progress toward meeting targets; State HSIP targets are assessed annually

## Where do MPOs report targets?

While States report their HSIP targets to FHWA in their annual HSIP report, MPOs do not report their HSIP targets directly to FHWA. Rather, the State(s) and MPO mutually agree on the manner in which the MPO reports the targets to its respective DOT(s). MPOs must include baseline safety performance, HSIP targets and progress toward achieving HSIP targets in the system performance report in the MTP.

Whether an MPO agrees to support a State HSIP target or establishes its own HSIP target the MPO would include in the MTP a systems performance report evaluating the condition and performance of the transportation system with respect to the safety performance targets described in the MTP including progress achieved by the MPO in achieving safety performance targets

## Assessment of Significant Progress

While FHWA will determine whether a State DOT has met or made significant progress toward meeting HSIP targets, it will not directly assess MPO progress toward meeting HSIP targets. However, FHWA will review MPO performance as part of ongoing transportation planning process reviews including the Transportation Management Area certification review and the Federal Planning Finding associated with the approval of the Statewide Transportation Improvement Program.



# PAVEMENT PERFORMANCE MEASURES



## Final Rulemaking

The Federal Highway Administration (FHWA) published in the *Federal Register* (82 FR 5886) a [final rule](#) establishing performance measures for State Departments of Transportation (DOTs) to use in managing pavement and bridge performance on the National Highway System (NHS). The National Performance Management Measures; Assessing Pavement Condition for the National Highway Performance Program and Bridge Condition for the National Highway Performance Program Final Rule addresses requirements established by the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21) and reflects passage of the Fixing America's Surface Transportation (FAST) Act. The rule is effective **May 20, 2017**.

### Performance Measures

- |   |   |
|---|---|
| ✓ | % of Interstate pavements in Good condition         |
| ✓ | % of Interstate pavements in Poor condition         |
| ✓ | % of non-Interstate NHS pavements in Good condition |
| ✓ | % of non-Interstate NHS pavements in Poor condition |

### About Condition

- **Good condition:** Suggests no major investment is needed.
- **Poor condition:** Suggests major reconstruction investment is needed.

### Penalty Provisions

If FHWA determines the State DOT's Interstate pavement condition falls below the minimum level for the most recent year, the State DOT must obligate a portion of National Highway Performance Program (NHPP) and transfer a portion of Surface Transportation Program (STP) funds to address Interstate pavement condition.

### Target Setting

#### State DOTs:

- Must establish targets, regardless of ownership, for the full extent of the Interstate and non-Interstate NHS.
- Must establish statewide 2- and 4-year targets for the non-Interstate NHS and 4-year targets for the Interstate by May 20, 2018, and report by October 1, 2018.
- May adjust targets at the Mid Performance Period Progress Report (October 1, 2020).

#### Metropolitan Planning Organizations (MPOs):

- Support the relevant State DOT(s) 4-year target or establish their own by 180 days after the State DOT(s) target is established.



# PAVEMENT PERFORMANCE MEASURES



## Key Dates

<b>May 20, 2017</b>	Final rule effective date.
<b>January 1, 2018</b>	1st 4-year performance period begins.
<b>May 20, 2018</b>	State DOT targets must be established.
<b>January 1, 2018</b>	State DOTs collect data for Interstate pavements that conform to the final rule (IRI, Rutting, Cracking %, Faulting, and Inventory).
<b>Within 180 days of relevant State DOT(s) target establishment</b>	MPOs must commit to support state target or establish separate quantifiable target.
<b>October 1, 2018</b>	Baseline Performance Period Report for 1 <sup>st</sup> Performance Period due. State DOTs report 4-year targets for Interstate and 2-year and 4-year targets for non-Interstate NHS; etc.
<b>April 15, 2019, and each April 15 thereafter</b>	State DOTs submit first Interstate data that conform to the final rule.
<b>January 1, 2020</b>	State DOTs collect data for non-Interstate NHS pavements that conform to the final rules.
<b>October 1, 2020</b>	Mid Performance Period Progress Report for the 1st Performance Period due. State DOTs report 2-year condition/performance; progress toward achieving 2-year targets; etc.
<b>June 15, 2021, and each June 15 thereafter</b>	State DOTs submit non-Interstate NHS data that conform to the final rule.
<b>December 31, 2021</b>	1st 4-year performance period ends.
<b>October 1, 2022</b>	Full Performance Period Progress Report for 1 <sup>st</sup> Performance Period due. State DOTs reports 4-year condition/performance; progress toward achieving 4-year targets, etc. Baseline Performance Period Report for 2 <sup>nd</sup> Performance Period due. State DOTs report 2-year and 4-year targets for Interstate and non-Interstate NHS; baseline condition; etc.

Visit [www.fhwa.dot.gov/tpm/](http://www.fhwa.dot.gov/tpm/) to learn about training, guidance, and other implementation-related information.



### Final Rulemaking

The Federal Highway Administration (FHWA) published in the *Federal Register* (82 FR5886) a [final rule](#) establishing performance measures for State Departments of Transportation (DOTs) to use in managing pavement and bridge performance on the National Highway System (NHS). The National Performance Management Measures; Assessing Pavement Condition for the National Highway Performance Program and Bridge Condition for the National Highway Performance Program Final Rule addresses requirements established by the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21) and reflects passage of the Fixing America's Surface Transportation (FAST) Act. The rule is effective **May 20, 2017**.

#### Performance Measures

✓ % of NHS bridges by deck area classified as in Good condition

✓ % of NHS bridges by deck area classified as in Poor condition

#### Condition-Based Performance Measures

- Measures are based on deck area.
- The classification is based on National Bridge Inventory (NBI) condition ratings for item 58 - Deck, 59 - Superstructure, 60 - Substructure, and 62 - Culvert.
- Condition is determined by the lowest rating of deck, superstructure, substructure, or culvert. If the lowest rating is greater than or equal to 7, the bridge is classified as good; if is less than or equal to 4, the classification is poor. (Bridges rated below 7 but above 4 will be classified as fair; there is no related performance measure.)
- Deck area is computed using NBI item 49 - Structure Length, and 52 - Deck Width or 32 - Approach Roadway Width (for some culverts).

#### Target Setting

##### State DOTs:

- Must establish targets for all bridges carrying the NHS, which includes on- and off-ramps connected to the NHS within a State, and bridges carrying the NHS that cross a State border, regardless of ownership.
- Must establish statewide 2- and 4-year targets by May 20, 2018, and report targets by October 1, 2018, in the Baseline Performance Period Report.
- May adjust 4-year targets at the Mid Performance Period Progress Report (October 1, 2020).

##### Metropolitan Planning Organizations (MPOs):

- Support the relevant State DOT(s) 4-year target or establish their own by 180 days after the State DOT(s) target is established.

# BRIDGE

## PERFORMANCE MEASURES



### Key Dates

<b>May 20, 2017</b>	Final rule effective date.
<b>January 1, 2018</b>	1st 4- year performance period begins.
<b>May 20, 2018</b>	Initial 2- and 4-year targets established.
<b>October 1, 2018</b>	Baseline Performance Period Report for the 1 <sup>st</sup> Performance Period due. State DOTs report 2-year and 4-year targets; etc.
<b>Within 180 days of relevant State DOT(s) target establishment</b>	MPOs must commit to support State target or establish separate quantifiable target.
<b>October 1, 2020</b>	Mid Performance Period Progress Report for the 1 <sup>st</sup> Performance Period due. State DOTs report 2-year condition/performance; progress toward achieving 2-year targets; etc.
<b>December 31, 2021</b>	1st 4-year performance period ends.
<b>October 1, 2022</b>	Full Performance Period Progress Report for 1 <sup>st</sup> performance period due. State DOTs report 4-year condition/performance; progress toward achieving 4-year targets; etc. Baseline report due for 2 <sup>nd</sup> performance period due. State DOTs report 2- and 4-year targets; baseline condition, etc.

### Other Specifics

- State DOT targets should be determined from asset management analyses and procedures and reflect investment strategies that work toward achieving a state of good repair over the life cycle of assets at minimum practicable cost. State DOTs may establish additional measures and targets that reflect asset management objectives.
- The rule applies to bridges carrying the NHS, including bridges on on- and off-ramps connected to the NHS.
- If for 3 consecutive years more than 10.0% of a State DOT’s NHS bridges’ total deck area is classified as Structurally Deficient, the State DOT must obligate and set aside National Highway Performance Program (NHPP) funds for eligible projects on bridges on the NHS.
- Deck area of all border bridges counts toward both States DOTs’ totals.

Visit [www.fhwa.dot.gov/tpm/](http://www.fhwa.dot.gov/tpm/) to learn about training, guidance, and other implementation-related information.



# NHS Travel Time Reliability Measures



**WHAT:** Measurement of travel time reliability on the Interstate and non-Interstate National Highway System (NHS). Read the final rule in the [Federal Register](#) [82 FR 5970 (January 18, 2017)].

**WHO:** State DOTs, as well as MPOs with Interstate and/or non-Interstate NHS within their metropolitan planning area.

**WHY:** Through MAP-21, Congress required FHWA to establish measures to assess performance in 12 areas, including performance on the Interstate and non-Interstate NHS. [See 23 CFR 490.507(a)]

**WHEN:** Implementation differs for the Interstate and non-Interstate NHS measures for the first performance period. State DOTs must establish 2- and 4-year targets for the Interstate, but only a 4-year target for the non-Interstate NHS, by **May 20, 2018**. Those targets will be reported in the State's baseline performance period report due by **October 1, 2018**. The State DOTs have the option to adjust 4-year targets in their mid performance period progress report, due **October 1, 2020**. For the first performance period only, there is no requirement for States to report baseline condition/performance or 2-year targets for the non-Interstate NHS before the mid performance period progress report. This will allow State DOTs to consider more complete data. The process will align for both Interstate and non-Interstate measures with the beginning of the second performance period on **January 1, 2022**.

MPOs must either support the State target or establish their own quantifiable 4-year targets within 180 days of the State target establishment.

**HOW:** Level of Travel Time Reliability (LOTTR) is defined as the ratio of the longer travel times (80<sup>th</sup> percentile) to a "normal" travel time (50<sup>th</sup> percentile), using data from FHWA's National Performance Management Research Data Set (NPMRDS) or equivalent. Data are collected in 15-minute segments during all time periods between 6 a.m. and 8 p.m. local time. The measures are the percent of person-miles traveled on the relevant portion of the NHS that are reliable. Person-miles take into account the users of the NHS. Data to reflect the users can include bus, auto, and truck occupancy levels.

**Note: The FHWA is preparing guidance on how all rules should be implemented.**



# Freight Reliability Measure



**WHAT:** Measurement of travel time reliability on the Interstate System (Truck Travel Time Reliability (TTTR) Index). Read the final rule in the [Federal Register](#) [82 FR 5970 (January 18, 2017)].

**WHO:** State DOTs and MPOs.

**WHY:** Through MAP-21, Congress required FHWA to establish measures to assess performance in 12 areas, including freight movement on the Interstate. The measure considers factors that are unique to this industry, such as the use of the system during all hours of the day and the need to consider more extreme impacts to the system in planning for on-time arrivals. [23 CFR 490.607]

**WHEN:** State DOTs must establish 2- and 4-year targets by **May 20, 2018**. Those targets will be reported in the State's baseline performance period report due by **October 1, 2018**. The State DOTs have the option to adjust 4-year targets in their mid performance period progress report, due **October 1, 2020**.

MPOs must either support the State target or establish their own quantifiable 4-year targets within 180 days of the State target establishment.

**HOW:** Freight movement will be assessed by the TTTR Index. Reporting is divided into five periods: morning peak (6-10 a.m.), midday (10 a.m.-4 p.m.) and afternoon peak (4-8 p.m.) Mondays through Fridays; weekends (6 a.m.-8 p.m.); and overnights for all days (8 p.m.-6 a.m.). The TTTR ratio will be generated by dividing the 95<sup>th</sup> percentile time by the normal time (50<sup>th</sup> percentile) for each segment. The TTTR Index will be generated by multiplying each segment's largest ratio of the five periods by its length, then dividing the sum of all length-weighted segments by the total length of Interstate.

State DOTs and MPOs will have the data they need in FHWA's National Performance Management Research Data Set (NPMRDS) as data set includes truck travel times for the full Interstate System. State DOTs and MPOs may use an equivalent data set if they prefer.

**Note: The FHWA is preparing guidance on how all rules should be implemented.**







## TAM Performance Measures

### Background

In 2012, MAP-21 mandated FTA to develop a rule establishing a strategic and systematic process of operating, maintaining, and improving public capital assets effectively through their entire life cycle. The TAM Final Rule 49 USC 625 became effective Oct. 1, 2016 and established four performance measures. The performance management requirements outlined in 49 USC 625 Subpart D are a minimum standard for transit operators. Providers with more data and sophisticated analysis expertise are allowed to add performance measures and utilize those advanced techniques in addition to the required national performance measures.

### Performance Measures

**Rolling Stock:** The percentage of revenue vehicles (by asset class) that have met or exceeded the useful life benchmark (ULB).

**Equipment:** The percentage of non-revenue service vehicles (by asset class) that have met or exceeded the ULB.

**Facilities:** The percentage of facilities (by group) that are rated less than 3.0 on the Transit Economic Requirements Model (TERM) Scale. Condition assessments must be no more than four years old.

**Infrastructure:** The percentage of track segments (by mode) that have performance restrictions. Track segments are measured to the nearest 0.01 of a mile.

#### Resources:

- [ULB Cheat Sheet](#)
- [Facility Performance Measure Guidebook](#)
- [Infrastructure Performance Measure Guidebook](#)
- [Narrative report template](#)

### Data To Be Reported to the National Transit Database (NTD)

**Rolling Stock:** The NTD lists 26 types of rolling stock, including bus and rail modes. Targets are set for each mode an agency, or Group Plan Sponsor, has in its inventory.

**Equipment:** Only 3 classes of non-revenue service vehicles are collected and used for target setting: 1) automobiles, 2) trucks and other rubber tire vehicles, and 3) other steel wheel vehicles.

**Useful Life Benchmark (ULB):** Default ULBs represent maximum useful life for rolling stock and equipment based on the TERM model. Agencies can choose to use the FTA provided default ULB OR

to customize based on analysis of their data.

**Facilities:** Four types of facilities are reported to NTD; they are combined to two categories for target setting: 1) Administrative and Maintenance and 2) Passenger and Parking.

**Infrastructure:** The NTD lists 9 types of rail modes; the NTD collects data by mode for track and other infrastructure assets.

BRT and Ferry are NTD fixed guideway modes but are not included in TAM performance measures and targets.

#### TAM Performance Metrics:

Agencies report data on current year performance and targets for the next fiscal year through the NTD Asset Inventory Module (AIM).

**TAM Narrative Report:** Agencies submit this report to the NTD annually. The report describes conditions in the prior year that impacted target attainment.

For more details visit  
[www.transit.dot.gov/TAM](http://www.transit.dot.gov/TAM)  
or email [TAM@dot.gov](mailto:TAM@dot.gov)

**TERM Scale:** Facility condition assessments reported to the NTD have one overall TERM rating per facility. Agencies are not required to use TERM model for conducting condition assessment but must report the facility condition assessment as a TERM rating score.

TERM Rating	Condition	Description
Excellent	4.8–5.0	No visible defects, near-new condition.
Good	4.0–4.7	Some slightly defective or deteriorated components.
Adequate	3.0–3.9	Moderately defective or deteriorated components.
Marginal	2.0–2.9	Defective or deteriorated components in need of replacement.
Poor	1.0–1.9	Seriously damaged components in need of immediate repair.

## What You Need to Know About Establishing Targets

### Include:

- Only those assets for which you have direct capital responsibility.
- Only asset types specifically referenced in performance measures.
- Only vehicles that are part of the active fleet.

### Group Plans:

- Only one unified target per asset class.
- Sponsors may choose to develop more than one Group Plan.

### MPOs:

- MPOs must establish targets specific to the MPO planning area for the same performance measures for all public transit providers in the MPO planning area within 180 days of when the transit provider(s) establish their targets.
- Coordinate with transit providers.

## Example Target Calculations

**Rolling Stock and Equipment:** Each target is based on the agency’s fleet and age. Agencies set only one target per mode/class/asset type. If an agency has multiple fleets in one asset type (see example BU and CU) of different service age, it must combine those fleets to calculate the performance metric percentage of asset type that exceeds ULB and to set the following fiscal year’s target. The performance metric calculation does not include emergency contingency vehicles.

Rolling Stock	Over the road bus (BU)	10	5	14 years	0%	60%
		15	13	14 years		
	Cutaway bus (CU)	19	8	10 years	21%	21%
		5	12	10 years		
	Mini Van (MV)	5	5	8 years	0%	0%
	Van (VN)	1	10	8 years	67%	67%
2		5	8 years			
Equipment	Auto (AO)	5	4	8 years	0%	0%

This example assumes no new vehicle purchases in the calculation of targets for FY22, therefore the FY22 target for over the road bus (BU) increases due to the second fleet vehicles aging another year and exceeding the default ULB. If an agency is more conservative, then it might set higher value targets. If an agency is more ambitious or expects funding to purchase new vehicles, then it might set lower value targets.

There is no penalty for missing a target and there is no reward for attaining a target. Targets are reported to the NTD annually on the A-90 form. The fleet information entered in the inventory forms will automatically populate the A-90 form with the appropriate classes and asset types associated with the modes reported.



# Safety Performance Targets Fact Sheet

## Overview

The Public Transportation Agency Safety Plan (PTASP) regulation at [49 CFR § 673.11\(a\)\(3\)](#) states that an Agency Safety Plan must include performance targets based on the safety performance measures established in the [National Public Transportation Safety Plan](#). This fact sheet contains guidance on how to determine safety performance targets (SPTs) to meet that requirement.<sup>1</sup>

## Setting Targets

Generally, an agency sets SPTs for each mode that represent its goals for the upcoming year (calendar, fiscal, or National Transit Database [NTD] reporting year). These goals could maintain current safety performance levels or aim to improve upon current safety performance. The Federal Transit Administration (FTA) has not specified how transit providers must set their targets nor established a required methodology.

You may choose to set your targets based on the safety data reported for each mode to the NTD in the past year or an average of the data (per mode) you reported over a certain number of years. You may consider benchmarking peer agencies or transit industry averages based on data reported to the NTD (see resources section for a link to the NTD time-series data).

## Fatality Target

For the fatality safety performance measure, FTA uses the NTD definition of fatality (death confirmed within 30 days) and excludes trespassing and suicide-related fatalities. This means that although you may have to report a trespassing fatality to the NTD, you would exclude that trespassing fatality from your fatality performance target.

## Injury Target

For the injury safety performance measure, FTA uses the NTD definition of injury (harm to a person requiring immediate medical attention away from the scene). FTA uses injuries reported on both the NTD S&S-40 (major) and S&S-50 (non-major) forms and excludes injuries resulting from assaults and other crimes (security events). This means you may have to report a crime-

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<sup>1</sup> The contents of this document do not have the force and effect of law and are not meant to bind the public in any way. This document is intended only to provide clarity to the public regarding existing requirements under the law or agency policies. Grantees and subgrantees should refer to FTA's statutes and regulations for applicable requirements.



related injury to the NTD, but you would exclude that injury from your injury performance target.

## Safety Event Target

For the safety event performance measure, FTA uses all *safety* events meeting an NTD major event threshold (events reported on the S&S-40 form). For this measure, FTA includes only major *safety* events and excludes major *security* events (both of which are reported to the NTD). This means you may have to report a major security event to the NTD, but you would exclude that security event from your safety events performance target.

## System Reliability Target

The system reliability target is expressed in miles and is the mean (average) distance between major mechanical failures. The NTD defines a major mechanical system failure as “a failure of some mechanical element of the revenue vehicle that prevents the vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip because actual movement is limited or because of safety concerns.” NTD Full Reporters report major mechanical failures to the NTD on the Maintenance Performance form (R-20). To calculate the mean distance between failures for a transit mode, you divide total vehicle revenue miles (VRM) by the total number of failures.

Agency B, which operates 45 fixed-route Vehicles Operated in Annual Maximum Service (VOMs), reported 2,560,000 total VRM and 250 major mechanical failures in the past year.

$$\text{VRM} / \text{failures} = \text{SPT}$$

$$2,560,000 / 250 = 10,240 \text{ miles}$$

## Data for NTD Reduced Reporters

Reduced Reporters report the total annual number of fatalities and injuries that occur in their systems, the total number of reportable events, and their annual VRM.<sup>2</sup> You can use this information to support the development of SPTs for fatalities, injuries, and safety events. As noted above, when you develop SPTs for fatalities, you will exclude trespassing and suicide-related fatalities; for injuries, you will exclude injuries resulting from assaults and other crimes (security events).

Reduced Reporters are not required to report major mechanical failures to the NTD. To set the system reliability performance target, you may, for example, review vehicle maintenance records to determine the number of major mechanical failures experienced in the prior year or the average of major mechanical failures over a certain number of years.

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<sup>2</sup> Reduced reporters receive or benefit from Section 5307 funding, operate 30 vehicles or less across all modes and types of service, and do not operate fixed guideway and/or high intensity busway.



## Resources

- [Safety Performance Targets Guide](#) provides information to help transit agencies develop SPTs based on the safety performance measures in FTA's [National Public Transportation Safety Plan](#). See, for example, the section "Strategies for Establishing SPTs."
- [PTASP Safety Performance Targets Webinar Presentation](#) (February 4, 2020) reviews the requirements for SPTs in the PTASP regulation.
- The most recent *NTD Safety and Security Policy Manual* lists the major reporting thresholds for rail and non-rail modes. For more information on NTD reporting, see the most recent *NTD Reporting Policy Manual* or *NTD Reduced Reporting Manual*. See the full list of [NTD manuals here](#).
- [NTD Glossary](#) includes definitions for reporting fatalities, injuries, safety events, and major mechanical system failures to the NTD and lists the NTD forms on which they are reported.
- [NTD Safety & Security Major-Only Time Series Data](#) includes data on events, injuries, and fatalities reported in previous years to the NTD by Full Reporters.
- [NTD Safety & Security Quick Reference Guides](#) define reportable Safety & Security events and identify reporting thresholds for rail and non-rail modes reporting to the NTD.



### PTASP Technical Assistance Available Now

- Access one-on-one Agency Safety Plan support
- Learn and share through the PTASP Community of Practice
- Explore the PTASP Resource Library

<https://www.transit.dot.gov/PTASP-TAC>



## Resolution 2023-4-7

### Adoption of Performance Measure Targets and 2023 Performance Measure Report

**WHEREAS**, pursuant to federal law, the Governor of the State of Texas designated the Capital Area Metropolitan Planning Organization (CAMPO) as the Metropolitan Planning Organization for the Austin region in 1973; and

**WHEREAS**, CAMPO's Transportation Policy Board is the regional forum for cooperative decision-making regarding transportation issues in Bastrop, Burnet, Caldwell, Hays, Travis, and Williamson Counties in Central Texas; and

**WHEREAS**, use of a performance-based transportation planning process is required by the federal government in the development of the Transportation Improvement Program (TIP) and long-range Metropolitan Transportation Plan (MTP); and

**WHEREAS**, part of the performance-based planning process requires the adoption of performance targets in key areas by the effective date set by the FHWA's Final Rulemaking; and

**WHEREAS**, by these rulemakings, CAMPO must adopt performance measure targets for Safety (PM1), Pavement and Bridge Conditions (PM2), System Performance and Freight Performance Measures (PM3), Transit Asset Management (TAM) and Transit Safety Targets; and

**WHEREAS**, CAMPO has updated its performance measure targets in the required areas as part of the 2023 Performance Measure Report; and

**NOW, THEREFORE BE IT RESOLVED** that the CAMPO Transportation Policy Board hereby votes to adopt the updated performance measures targets as reflected in the 2023 Performance Measure Report; and

Hereby orders the recording of this resolution in the minutes of the Transportation Policy Board; and

**BE IT FURTHER RESOLVED** that the Board delegates the signing of necessary documents to the Board Chair.

The above resolution being read, a motion to adopt the updated performance measures targets as reflected in the 2023 Performance Measure Report as reflected was made on April 10<sup>th</sup>, 2023 by \_\_\_\_\_ duly seconded by \_\_\_\_\_.

Ayes:

Nays:

Abstain:

Absent and Not Voting:

SIGNED this 10<sup>th</sup> day of April 2023

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**Chair, CAMPO Board**

Attest:

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**Executive Director, CAMPO**



**Date:** April 10, 2023  
**Continued From:** N/A  
**Action Requested:** Approval

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**To:** Transportation Policy Board  
**From:** Mr. Ryan Collins, Short-Range Planning Manager  
**Agenda Item:** 8  
**Subject:** Discussion and Take Appropriate Action on Memorandum of Understanding (MOU) Between CAMPO, the City of San Marcos, and TxDOT

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**RECOMMENDATION**

Staff requests the approval of the Memorandum of Understanding (MOU) between the Capital Area Metropolitan Planning Organization (CAMPO), the City of San Marcos, and the Texas Department of Transportation (TxDOT) regarding the responsibilities in carrying out the Metropolitan Planning Process and Performance Based Planning and Programming.

**PURPOSE AND EXECUTIVE SUMMARY**

The purpose of the MOU is to make provisions for cooperative mutual responsibilities in carrying out the Metropolitan Planning Process and Performance Based Planning and Programming in the Capital Area Metropolitan Planning Area and to provide an agreement between TxDOT, CAMPO, and the City of San Marcos (Transit Provider), in accordance with current Federal Legislation and as required by 23 CFR 450.314.

**FINANCIAL IMPACT**

None.

**BACKGROUND AND DISCUSSION**

CAMPO, TxDOT and federally-funded transit providers in the CAMPO region are required to jointly agree upon and develop specific written procedures for cooperatively developing and sharing information related to transportation performance data, the selection of performance targets, the reporting of performance targets, the reporting of performance to be used in tracking progress toward attainment of critical outcomes for the region of the MPO, and the collection of data for the State asset management plan for the National Highway System.

**SUPPORTING DOCUMENTS**

**Attachment A – Memorandum of Understanding (Approved by the City of San Marcos)**



**RESOLUTION NO. 2023-18R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING A MEMORANDUM OF UNDERSTANDING WITH CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION AND TEXAS DEPARTMENT OF TRANSPORTATION, PUBLIC TRANSPORTATION DIVISION DETERMINING MUTUAL RESPONSIBILITIES IN CARRYING OUT THE METROPOLITAN TRANSPORTATION PLANNING (MTP) PROCESS AND MEETING FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS; AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO EXECUTE THE MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY; AND DECLARING EFFECTIVE DATE.**

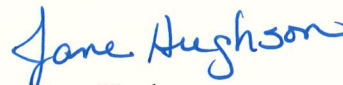
**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS:**

**PART 1.** The attached Memorandum of Understanding with Capital Area Metropolitan Planning Organization and Texas Department of Transportation, Public Transportation Division meeting Federal Transit Administration requirement is approved.


**PART 2.** The City Manager or her designee is authorized to execute the Memorandum of Understanding on behalf of the City.

**PART 3.** This resolution shall be in full force and effect immediately from and after its passage.

**ADOPTED** on January 17, 2023.

  
Jane Hughson  
Mayor

Attest:

  
Elizabeth Trevino  
City Clerk

Res  
2023-18R

**MEMORANDUM OF  
UNDERSTANDING  
AMONG  
THE CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION (MPO)  
TEXAS DEPARTMENT OF TRANSPORTATION  
CITY OF SAN MARCOS**

**WHEREAS**, the Infrastructure Investment and Jobs Act (IIJA) promulgated regulations 23 CFR 450.314, and

**WHEREAS**, the MPO and the City of San Marcos are required by 23 CFR 450.314 to cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process, and

**WHEREAS**, these responsibilities shall be clearly identified in written agreements among the MPO and the City of San Marcos (Transit Provider), and

**WHEREAS**, the federal regulations require the written agreement to include specific provisions for cooperatively developing and sharing information related to the development of financial plans that support the metropolitan transportation plan (MTP), the metropolitan Transportation Improvement Program (“TIP”), and development of the annual listing of obligated projects.

**WHEREAS**, the MPO and the designated air quality planning agency entered into a written agreement on May 12, 1978, followed by a letter from the Governor of Texas to the United States Environmental Protection Agency dated July 24, 1978, describing their respective roles and responsibilities for air quality related transportation planning. The agreement and letter were submitted as part of a revision to the State Implementation Plan that was approved by the United States Environmental Protection Agency on March 29, 1982, effective May 28, 1982. The roles and responsibilities for air quality related transportation planning were subsequently codified in Title 30 Texas Administrative Code Chapter 114, Subchapter G Transportation Planning, which was approved into the State Implementation Plan on November 8, 1995, effective January 8, 1996.

**WHEREAS**, the federal regulations require that the MPO, State DOT, and the public transit providers shall jointly agree upon and develop specific written procedures for cooperatively developing and sharing information related to transportation performance data, the selection of performance targets, the reporting of performance targets, the reporting of performance to be used in tracking progress toward attainment of critical outcomes for the region of the MPO, and the collection of data for the State asset management plan for the National Highway System (NHS).

**NOW THEREFORE**, the parties agree as follows:

1. **Purpose**. It is the purpose of this Memorandum of Understanding (MOU) to make provision for cooperative mutual responsibilities in carrying out the Metropolitan Planning Process and Performance Based Planning and Programming in the Capital Area Metropolitan Planning Area and to provide an agreement between the State of Texas Department of Transportation (TxDOT), Capital Area Metropolitan Planning Organization (MPO), the City of San Marcos, in accordance with current Federal Legislation and as required by 23 CFR 450.314.

2. **Responsibilities of all**

**parties**. All parties will:

- a. Cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process in a performance-based planning format and final form. Decide upon and adopt performance targets for this planning process in accordance with Federal and State requirements and guidance.
- b. Make provisions for cooperatively developing and sharing information related to the development of financial plans that support the Metropolitan Transportation Plan (“MTP”) and TIP.
- c. Ensure TxDOT, the Public Transportation Operator(s) and the MPO cooperatively develop a listing of projects that comprehensively address the transportation system within the MPO boundaries. Identified projects shall include both roadway and transit initiatives, including but not limited to investments in pedestrian walkways and bicycle transportation facilities for which federal funds were obligated in the preceding fiscal year.
- d. Ensure that the Unified Planning Work Program (UPWP) will detail and document these responsibilities, deliverables and associated costs.

3. **Performance Based Planning & Programming**

- a. Developing transportation performance data
  - i. TxDOT will provide the MPO with a subset for their MPA of the state performance data used in developing statewide targets.

- ii. If an MPO chooses to develop their own target for any measure, they will provide TxDOT with any supplemental data they utilize in association with the target-setting process.
- b. Selection of transportation performance targets
  - i. TxDOT will develop draft statewide federal performance targets in coordination with the applicable MPOs. Coordination may include in-person meetings, web meetings, conference calls, and/or email communication. MPOs shall be given an opportunity to provide comments on statewide targets one month prior to final statewide targets adoption.
  - ii. If the MPO chooses to adopt their own target for any measure, it will develop draft MPO performance targets in coordination with TxDOT. Coordination methods will be at the discretion of the MPO, but TxDOT shall be provided an opportunity to provide comments on draft MPO performance targets prior to final approval.
- c. Reporting of performance targets
  - i. TxDOT performance targets will be reported to FHWA and FTA, as applicable. The MPO will be notified when TxDOT has reported final statewide targets.
  - ii. MPO performance targets will be reported to TxDOT.
    - 1. For each target, the MPO will provide the following information no later than 180 days after the date TxDOT or the Public Transportation Operator establishes performance targets, or the date specified by federal code:
      - a. Written agreement to plan and program projects so that they contribute toward the accomplishment of TxDOT or Public Transportation Operator performance target, or;
      - b. Written notification that the MPO will set a quantifiable target for that performance measure for the MPO's planning area.
        - i. If a quantifiable target is set for the MPO planning area, the MPO will provide any supplemental data used in determining any such target.

- c. Documentation of the MPO’s target or support of the statewide or relevant public transportation provider target will be provided in the form of a resolution or meeting minutes.
  - iii. TxDOT will include information outlined in 23 CFR 450.216 (f) in any statewide transportation plan amended or adopted after May 27, 2018, and information outlined in 23 CFR 450.218 (q) in any statewide transportation improvement program amended or adopted after May 27, 2018.
  - iv. The MPO will include information outlined in 23 CFR 450.324 (g) (3-4) in any MTP amended or adopted after May 27, 2018, and information outlined in 23 CFR 450.326 (d) in any TIP amended or adopted after May 27, 2018.
  - v. Reporting of targets and performance by TxDOT and the MPO shall conform to 23 CFR 490, 49 CFR 625, and 49 CFR 673
- a. Reporting of performance to be used in tracking progress toward attainment of critical outcomes for the region of the MPO
  - i. TxDOT will provide the MPO with an update of the subset for their MPA of the state performance data used in developing statewide targets including prior performance data.
- b. The collection of data for the State asset management plans for the NHS
  - i. TxDOT will be responsible for collecting bridge and pavement condition data for the State asset management plan for the NHS.

4. **Responsibilities of the MPO**

The MPO will:

- a. Work in consultation with the Transportation Policy Board that includes the City of San Marcos as a voting member and TxDOT in developing the financial plan for the MTP.
- b. Work in consultation with the Transportation Policy Board that includes the City of San Marcos as a voting member and TxDOT in developing the financial plan for the TIP.

- c. Conduct Technical Committee and Policy Board meetings as required and necessary.
- d. In consultation with the Transportation Policy Board that includes the City of San Marcos as a voting member and TxDOT, update the MTP and TIP in accordance with State and Federal laws.
- e. Invite the City of San Marcos to participate in all public participation processes.
- f. Conduct comprehensive, cooperative and continuous transportation planning for the Capital Area Metropolitan Planning Organization.
- g. Establish necessary transportation performance targets, share information related to the performance data, and document the reporting of performance to be used in tracking progress toward attainment of critical outcomes within the MPO MPA, if the MPO elects to develop quantifiable targets for performance measures for the MPO's planning area.
- h. Solicit public participation and input into the development of the long-range plan and the TIP.

5. **Responsibilities of the Public Transportation Operator(s)**

In its role as the City of San Marcos and a voting member on the Transportation Policy Board and the Technical Advisory Committee, the Public Transportation Operator(s) will:

- a. Work in consultation with the MPO in developing short-range and long-range plans for transit for inclusion in the MTP.
- b. Assist in validation of data used as input into the transportation plan.
- c. Work in consultation with the MPO and TxDOT in developing the financial plan for the MTP.
- d. Work in consultation with the MPO and TXDOT in developing the financial plan for the TIP.
- e. Provide the MPO with the annual list of transit obligated projects.
- f. Serve on the MPO Technical Committee and Policy Board as applicable.
- g. Notify the MPO of changes to projects that would affect the MTP or TIP.

- h. Invite the MPO to participate in all public participation processes.
- i. Establish transit asset management performance targets and share with the MPO and other interested parties.

6. **Responsibilities of TxDOT.**

- a. Work in consultation with Public Transportation Operator(s) and the MPO in developing the financial plan for the TIP and MTP.
  - b. Assist in the validation of data used as input into the transportation plan.
  - c. Provide the MPO with the annual list of obligated projects.
  - d. Serve on the MPO Technical Committee and Policy Board.
  - e. Notify the MPO of changes to projects that would affect the MTP or TIP.
  - f. In consultation with the MPO and Transit District, update the MTP and TIP in accordance with State and Federal laws.
  - g. Work in consultation with the MPO and Public Transportation Operator(s) in developing short-range and long-range plans for transit for inclusion in the MTP and TIP.
7. **Term.** This Memorandum shall become effective as to each Party when fully executed by all parties. It shall remain in full force and effect until such time it is terminated in writing by one or all the parties.
8. **Validity and Enforceability.** If any current or future legal limitations affect the validity or enforceability of a provision of this MOU, then the legal limitations are made a part of this MOU and shall operate to amend this MOU to the minimum extent necessary to bring this MOU into conformity with the requirements of the limitations, and so modified, this MOU shall continue in full force and effect.
9. **Governing Law and Venue.** This MOU shall be governed by the laws of the State of Texas. Venue for an action arising under this MOU shall lie exclusively in Travis County, Texas.

10. **Severability.** If a provision contained in this MOU is held invalid for any reason, the invalidity does not affect other provisions of the MOU and can be given effect without the invalid provision, and to this end the provisions of this MOU are severable.

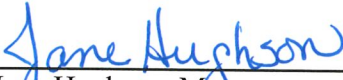
EXECUTED by the parties hereto, each respective entity acting by and through its duly authorized official as required by law.

\_\_\_\_\_  
Chairperson of the MPO Policy Board

Date: \_\_\_\_\_

\_\_\_\_\_  
Texas Department of  
Transportation District Engineer

Date: \_\_\_\_\_

  
\_\_\_\_\_  
Jane Hughson, Mayor  
City of San Marcos

Date: \_\_\_\_\_

**Approved as to Content:**

\_\_\_\_\_  
Director  
Metropolitan Planning Organization





**Date:** April 10, 2023  
**Continued From:** N/A  
**Action Requested:** Approval

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**To:** Transportation Policy Board  
**From:** Mr. Will Lisska, Regional Planning Manager  
**Agenda Item:** 9  
**Subject:** Discussion and Take Appropriate Action on FM 1626 and RM 967 Intersection Study Interlocal Agreement (ILA)

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**RECOMMENDATION**

Staff requests the Transportation Policy Board authorize the CAMPO Executive Director to execute an interlocal agreement (Attachment A) with the City of Buda for the FM 1626 and RM 967 Intersection Study.

**PURPOSE AND EXECUTIVE SUMMARY**

CAMPO seeks to assist Buda with the development of an improvements study for the intersection of FM 1626 and RM 967.

**FINANCIAL IMPACT**

This study will use up to \$160,000 in Surface Transportation Block Grant (STBG) funds, as listed in the Unified Planning Work Program. The City of Buda will provide an additional \$40,000 in local contributions for a total project budget amount not to exceed \$200,000.

**BACKGROUND AND DISCUSSION**

This study will be led by CAMPO in partnership with the City of Buda (City). The purpose of this initiative is to assist the City with a multimodal improvements study for the FM 1626 and RM 967 intersection. The study will identify multimodal needs and develop a context-sensitive transportation vision for the intersection that addresses both local and regional goals. The study will build upon previous local and regional plans and will guide recommendations for CAMPO's long-range Regional Transportation Plan (RTP), the City's Comprehensive Plan update, and other planning efforts.

This agenda item covers the request for approval of an interlocal agreement (ILA) between CAMPO and the City of Buda for the FM 1626 and RM 967 Intersection Study. CAMPO has issued a request for proposals (RFP) for planning service for this study with a due date of April 21, 2023. Following the evaluation of qualifying responses, staff will ask the Transportation Policy Board at a future meeting to authorize the CAMPO Executive Director to negotiate and execute a contract with the top-ranked consultant firm.

**SUPPORTING DOCUMENTS**

**Attachment A** – *FM 1626 and RM 967 Intersection Study Interlocal Agreement (ILA)*

**Attachment B** – *Resolution 2023-4-9*

**INTERLOCAL AGREEMENT BETWEEN  
CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION (CAMPO)  
AND  
CITY OF BUDA  
FOR  
FM 1626 AND RM 967 INTERSECTION STUDY**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made by and between the CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION, a **metropolitan planning organization**, (“CAMPO”) and the CITY OF BUDA, a **Texas Home Rule Municipal Corporation in Hays County**, (“the City”) pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791, *Texas Government Code*.

**WHEREAS**, the Texas Interlocal Cooperation Act, Texas Government Code Chapter 791 (the “Act”), provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and for the mutual benefit of the parties; and

**WHEREAS**, the Governor of the State of Texas has designated CAMPO (formerly the Austin Transportation Study), acting through its Transportation Policy Board, to be the Metropolitan Planning Organization (MPO) for the Austin urbanized area(s), and the lead agency for the region’s Metropolitan Planning process; and

**WHEREAS**, the Metropolitan Planning process addresses requirements under state and Federal law that promote efficient system management and operation; and

**WHEREAS**, CAMPO’s planning process is a multimodal approach to addressing congestion and transportation needs and uses comprehensive planning to ensure the regional nature of their planning work is locally driven; and

**WHEREAS**, CAMPO’s planning process translates federal and state transportation guidelines into actions that are consistent and appropriate for our region’s and local communities’ context; and

**WHEREAS**, FM 1626 is the primary north and south corridor for traffic in eastern Hays County other than IH 35, and congestion at the intersection with RM 967 is expected to grow as the City and region’s population increases; and

**WHEREAS**, the City’s 2030 Comprehensive Plan envisions the land surrounding the intersection of FM 1626 and RM 967 as a Green Growth District, with the goal of balancing land development growth and transportation pressures while protecting environmental assets and maintaining natural character; and

**WHEREAS**, the City wishes to partner with CAMPO to complete a study of the FM 1626 and RM 967 intersection, to address the historic and emerging mobility and economic development issues along this corridor, and recommend projects and implementation plans that

enhance multi-modal transportation, safety, mobility and connectivity; enhance economic development potential; and establishes the area as a premier gateway into Buda (“FM 1626 and RM 967 Intersection Study”).

**NOW, THEREFORE**, in consideration of the mutual covenants and promises made by the parties, CAMPO and the City hereby agree as follows:

## **I. PAYMENT**

CAMPO’s and the City’s payment obligations are payable only and solely from funds appropriated by the City Council of the City of Buda and the CAMPO Transportation Policy Board, respectively (“Appropriated funds”) and available for the purpose of this purchase. The absence of appropriated funds or other lawfully available funds shall render this Agreement null and void to the extent funds are not appropriated or available. Within 45 days of the adoption of the City’s annual budget or CAMPO’s Unified Planning Work Program, the applicable party shall provide the other party written notice of the failure of the party’s governing body to make adequate appropriation for any fiscal year to pay for the amounts due under this Agreement, or the reduction of any appropriation to an amount insufficient to permit the applicable party to pay its obligation under this Agreement.

## **II. OBLIGATIONS OF CAMPO**

- A. CAMPO shall support the inclusion of the City’s 2030 Comprehensive Plan, Our Buda, Our Future Comprehensive Plan update, Transportation Master Plan, Unified Development Code, Parks Master Plan, Transit Development Plan, and Capital Improvement Program, as part of the FM 1626 and RM 967 Intersection Study.
- B. CAMPO agrees to actively work with the City of Buda in the development of the FM 1626 and RM 967 Intersection Study.
- C. CAMPO will form a steering committee that includes the City, TXDOT and other stakeholders to guide the planning process of the FM 1626 and RM 967 Intersection Study.
- D. CAMPO will manage all phases of development and administration of a consultant contract, including, but not limited to, procurement, contract execution, review and approval of deliverables, enforcement of contract terms and conditions, payment of invoices, and contract close-out. CAMPO will actively engage and partner with the City throughout the process to ensure that the final plan meets the needs of the City and the goals of the City’s 2030 Comprehensive Plan.
- E. CAMPO will coordinate with the City of Buda on any proposed and/or necessary changes to the Project Schedule, Public Participation Plan, and other related documents, prior to approval.

- F. CAMPO will ensure significant community outreach is completed during the project and will ensure the City Council is presented information on the study during a minimum of two City Council Meetings.
- G. CAMPO will pay an amount not to exceed **\$160,000 or 80% of the total project costs of \$200,000** to cover planning services.

### **III. OBLIGATIONS OF THE CITY**

- A. The City will actively work with CAMPO in the development of the FM 1626 and RM 967 Intersection Study.
- B. The City will actively work with CAMPO in the development of the FM 1626 and RM 967 Intersection Study consistent with Attachment A - Scope of Work.
- C. The City will remit to CAMPO **\$40,000, or 20% of the \$200,000** total project cost as the local match for this study, within thirty (30) days of the effective date of this Agreement or the date CAMPO executes the Advanced Funding Agreement with the Texas Department of Transportation for the FM 1626 and RM 967 Intersection Study.
- D. The City will participate in the consultant selection process and the planning process of the FM 1626 and RM 967 Intersection Study.
- E. Upon completion of the FM 1626 and RM 967 Intersection Study, the City will track and report to CAMPO on plan implementation activity such as transportation investments, new development projects, public and private dollars invested, new policies established or amended, etc.
- F. The City will present the FM 1626 and RM 967 Intersection Study to its local decision making bodies for review and possible adoption and implementation.

### **IV. TERM AND TERMINATION**

- A. This Agreement is effective on the date of the last party to sign, provided that the obligations of the Parties shall be subject to CAMPO executing the Advanced Funding Agreement with the Texas Department of Transportation for the FM 1626 and RM 967 Intersection Study. The Agreement terminates on **April 30, 2025**, unless otherwise terminated pursuant to this Agreement.
- B. If either party defaults in the performance of any terms or conditions of this Agreement the defaulting party shall have 30 days after receipt of written notice of such default within which to cure such default. If such default is not cured within such period of time then the offended party shall have the right without further notice to terminate this Agreement.
- C. This Agreement may be terminated, in whole or in part, by either party whenever such termination is found to be in the best interest of either party. Either party shall provide

written notification to the other party at least thirty (30) days in advance of the effective date of the termination. All notices pursuant to this Agreement shall be deemed given when either delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party at the following address:

If to CAMPO: Ashby Johnson  
Executive Director  
CAMPO  
3300 N. Interstate 35, Suite 630  
Austin, Texas 78705

with a copy to: Will Lisska  
Regional Planning Manager  
CAMPO  
3300 N. Interstate 35, Suite 630  
Austin, Texas 78705

If to the City: Micah Grau  
City Manager  
City of Buda  
405 E Loop Street, Building 100  
Buda, Texas 78610

with a copy to: Angela Kennedy  
City Engineer / Assistant Director of Development Services  
City of Buda  
405 E Loop Street, Building 100  
Buda, Texas 78610

## **V. RESTRICTION ON LOBBYING**

In accordance with 31 USC Section 1352, CAMPO and the City hereby certify that no Federal appropriated funds have been or will be paid by or on behalf of CAMPO and/or the City to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, grant, loan, or cooperative agreement, CAMPO and/or the City shall complete and submit standard form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. CAMPO and/or the City shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly. CAMPO and its subcontractors shall

require that the language of this certification be included in any subcontract exceeding \$100,000 by any tier in that any such subcontractor shall certify and disclose accordingly.

## **VI. INSPECTION OF WORK AND RETENTION OF DOCUMENTS**

- A. CAMPO when federal funds are involved, shall grant the U.S. Department of Transportation, the Texas Department of Transportation and any authorized representative thereof, the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.
- B. All records or materials required by or produced under this Agreement, including records produced by any subcontractor to CAMPO and/or the City, shall be maintained for at least four (4) years after CAMPO and/or the City payment under this Agreement or the termination or expiration of this Agreement.

## **VII. PROCUREMENT**

In accordance with the Interlocal Cooperation Act, it is mutually agreed that all parties hereto shall conduct all procurements and award all contracts necessary to this Agreement in accordance with federal and state laws and regulations, including Federal Transit Administration Circular 4220.1D, if federal funds are used to execute procurement and award of services. No officer, employee, independent consultant, or elected official of either party who is involved in the development, evaluation, or decision-making process of the performance of any procurement related to this Agreement shall have a financial interest, direct or indirect, in the Agreement resulting from the procurement.

## **VIII. LEGAL CONSTRUCTION**

If any of the provisions contained in this Agreement are for any reason held to be unconstitutional, void, or invalid, illegal or unenforceable in any respect, such unconstitutionality, invalidity, illegality or unenforceability shall not affect the remaining portions of the Agreement; and this Agreement shall be construed as if such unconstitutional, void, or invalid, illegal or unenforceable provision had never been contained herein.

## **IX. LAW AND VENUE**

The laws of the State of Texas govern all matters arising out of this Agreement, and venue shall lie in the state courts of Travis County, Texas. The parties acknowledge and agree that each party shall be responsible for any attorney's fees incurred by that party relating to this Agreement.

## **X. NON-DISCRIMINATION**

It is mutually agreed that all parties hereto are bound by the provisions of Title 49, Code of Federal Regulations, Part 21, which was promulgated to effectuate Title VI of the Civil Rights Act of 1964, Title 23, Code of Federal Regulations, Part 710.405(b), and Executive Order 11246

titled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR Part 60).

**XI. INTERPRETATION OF LAWS AND AUTHORITIES**

CAMPO is responsible for the settlement of all contractual and administrative issues arising out of procurement entered into in support of the contract work.

**XII. ALTERATION, AMENDMENT, OR MODIFICATION**

- A. This Agreement may not be altered, amended, or modified except in writing and any alterations, amendments, or modifications must be approved by both parties.
- B. This Agreement constitutes the entire Agreement between CAMPO and the City. No other agreement, statement or promise relating to the subject matter of this Agreement that is not contained in the Agreement is valid or binding

CITY OF BUDA

CAPITAL AREA METROPOLITAN  
PLANNING ORGANIZATION

By: \_\_\_\_\_  
Micah Grau  
City Manager

By: \_\_\_\_\_  
Ashby Johnson,  
Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form only:

\_\_\_\_\_

## **ATTACHMENT A SCOPE OF WORK**

**Service Description:** FM 1626 and RM 967 Intersection Study

### **1. PURPOSE**

The Capital Area Metropolitan Planning Organization (CAMPO) seeks offers in response to this Solicitation from firms qualified and experienced in developing multimodal intersection studies. Qualified firms must demonstrate an understanding of transportation planning practices and requirements in the Central Texas region; urban street design and its relationship to mobility, safety, and placemaking; land use and economic development concepts; traffic operational analysis methods for multimodal streets; and effective and inclusive public outreach.

The purpose of this initiative is to assist CAMPO and the City of Buda (City) with a multimodal study of the intersection of RM 967 and FM 1626 in Buda, TX. The study will identify needs and develop a context-sensitive transportation vision for the intersection that addresses both the City and CAMPO's goals. The plan will focus on strategies to develop mixed-use environments with the density, services, and amenities to support a mix of transportation options – specifically transit, bicycling and walking. The study will build upon previous local and regional plans and will guide recommendations for CAMPO's long-range Regional Transportation Plan (RTP), the City's Comprehensive Plan update, and other planning efforts.

### **2. BACKGROUND**

According to the US Census Bureau, Hays County grew by 53% between 2010 and 2020, the highest growth percentage of any county in the US with a population over 100,000. The City of Buda was the fastest growing City in Hays County during this time period, with its population increasing by 107% (7,295 residents in 2010 to 15,108 in 2020). This significant growth has resulted in increased demand for facilities and services, particularly transportation infrastructure. As the City, surrounding cities, such as Austin and Kyle, Hays County, and the region continue to grow, the local and regional transportation systems are becoming more interrelated and dependent on each other. Only a few major roadways connect the City with communities to the north and south, and even fewer routes connect the City west to the Hill Country.

FM 1626 is a critical north-south arterial corridor for traffic traveling from Hays County and other communities to employment and activity centers in Travis County, Austin, and surrounding areas. FM 1626 also serves as an important commuter route and as an alternative route to IH-35. Just north of the City, FM 1626 is also the beginning and end point of the SH 45 SW toll road, which connects to Loop 1/MoPac Expressway. Improvements to FM 1626 were completed in 2020, expanding the roadway to 5 lanes with sidewalk improvements.

RM 967 is an east-west arterial through Hays County, providing access to FM 1626, IH-35, Downtown Buda, Driftwood, Dripping Springs, and other locations north and west in Hays County.



### 3. STUDY AREA

The limits of study extend along RM 967 from Canyon Wren Drive to Buda Sportsplex Drive and along FM 1626 from Maybrook Drive to Oyster Creek Drive. As shown in the map below, the project area includes three signalized intersections (FM 1626 and RM 967; Buda Sportsplex Drive and RM 967; and FM 1626 and Oyster Creek Drive) and adjacent land uses to the roadway limits.

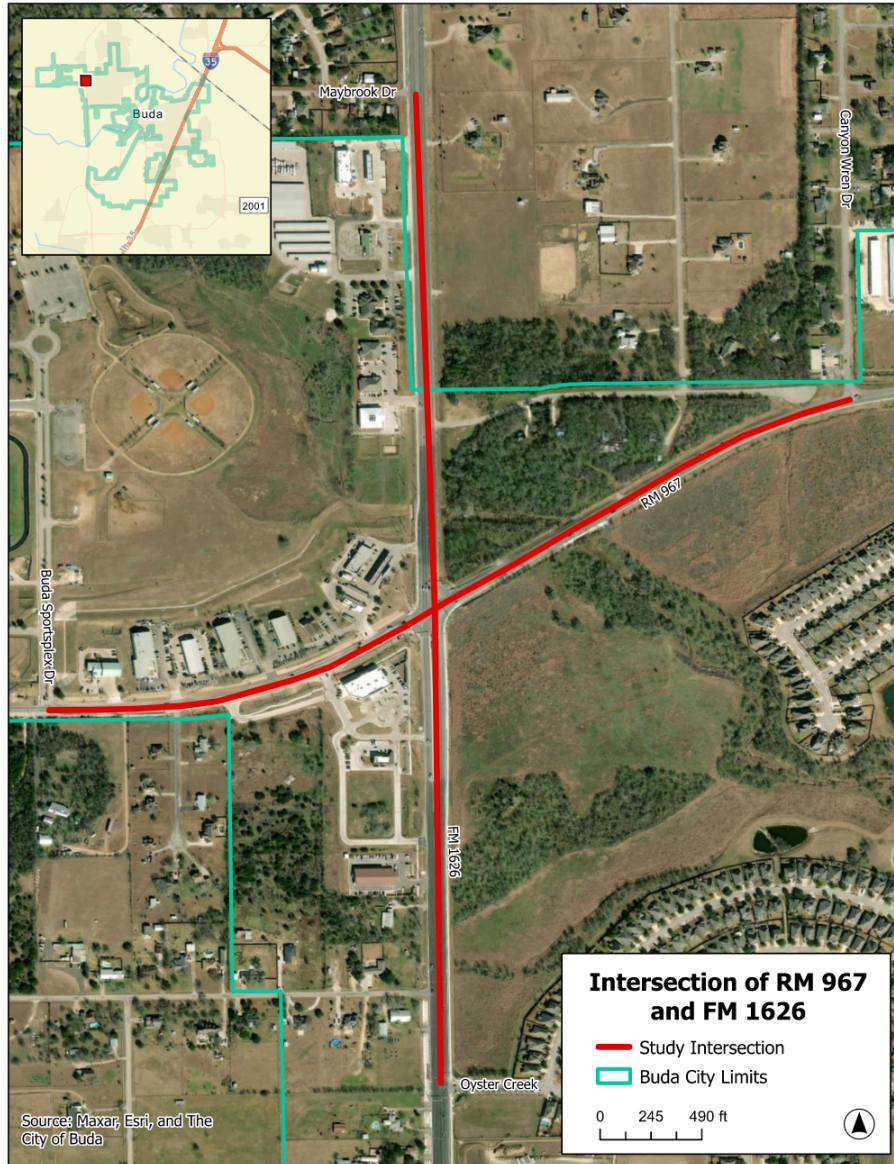


Figure 1. Study Area Map

### 4. STUDY GOALS

This Study will help analyze the intersection and identify other improvements needed to complement the recent improvements to FM 1626 and RM 967, keeping FM 1626 a viable alternative for IH-35 by removing a potential bottleneck along a regional arterial. The Study will identify and analyze conceptual alternatives to improve the intersection to provide multimodal connectivity, define right-of-way needs, determine approximate costs, develop a project scope for design of the preferred alternative, and recommend a timeline for implementing the improvements. The Study will be guided by the following goals:

- **System Preservation, Access Management, and Operations** - The study will determine additional improvements needed at this intersection to maintain efficient operations and create a more redundant transportation system for the region. The Buda 2030 Comprehensive Plan designated this intersection as part of a Community Node in the Green Growth District. This plan calls for Community Nodes to contain more intense development with a greater mix of uses. Mixed-use areas create a more walkable community where residents can live, work, and play in close proximity, lessening dependence on automobiles for transportation. The Study will determine how to integrate alternative transportation uses and identify appropriate safety measures.
- **Improve Environmental Quality and Public Health** - The Green Growth District was established to provide protective environmental measures and protect the environmentally sensitive Edwards Aquifer recharge zones which is a drinking water source for the region. The restrictions in this district were intended to promote environmentally sensitive policies. These requirements will need to be considered during the study to ensure that any proposed improvements protect the sensitive environment.
- **Promote Economic Development** - The proposed Study will facilitate the efficient use of existing infrastructure. With the recent expanded capacity of FM 1626, additional improvements at FM 1626/RM 967 will need to be made to prevent a network bottleneck. This study will identify the appropriate improvements and the timeframe and phasing for implementation, allowing congestion to be addressed before it profoundly impacts roadway operations. These transportation improvements should promote mixed-use development, creating a positive economic impact to the City, Hays County, and other surrounding communities.

## 5. TIMELINE AND BUDGET

The FM 1626 and RM 967 Intersection Study shall be completed within 12 to 18 months of Notice to Proceed. The budget for this work shall not exceed \$200,000.

## **6. DETAILED SCOPE OF WORK**

### **TASK 1 – PROGRAM ADMINISTRATION AND MANAGEMENT**

This task shall include the management of all project activities and work. This task will involve continuous project coordination and administration; preparation of monthly progress reports, invoices, and billings; meetings and coordination activities; preparation of meeting summaries; quality assurance/quality control (QA/QC); and other project management activities specified by CAMPO.

#### **Project Management Plan**

Outlines project team organization, roles, and responsibilities; program schedule; coordination and communication procedures; document and graphics formatting protocols; QA/QC plan; filing protocols; contract close-out procedures, and other operational information.

#### **Quality Assurance/Quality Control Plan**

Documents the quality control program to be implemented by the consultant team. It will outline review processes for all work to ensure that the work is conducted and completed in accordance with CAMPO requirements and applicable standards. The Quality Assurance/Quality Control (QA/QC) plan will acknowledge that thorough QA/QC is the responsibility of the consultant and not CAMPO staff.

#### **Management of Work Activities**

Management of all project activities and work to ensure they are conducted and completed in accordance with applicable CAMPO requirements and applicable Federal and State statutes, regulations, rules, and guidelines.

#### **Program Schedule**

A study schedule will be developed, maintained, and actively monitored for major work programs or tasks. Progress will be reviewed during coordination meetings. The FM 1626 and RM 967 Intersection Study shall be completed within 12 to 18 months of Notice to Proceed.

#### **Invoice Preparation and Submittal**

Monthly invoices prepared in accordance with current CAMPO invoicing procedures.

#### **Progress Report Preparation and Submittal**

Unless otherwise directed in the work authorization, progress reports shall be submitted no later than the tenth day of the month following the month to which they apply. Each invoice shall include a copy of the progress report or reports for the period covered by the invoice. Each progress report shall specify, for each type of work that has been assigned under a work authorization, any deliverables that were completed during that month or other backup documentation as requested; physical and financial percent complete for that work; the precise nature of work that was done that did not result in a deliverable; whether the work is on schedule or not; any issues that may delay the work in the future; any actions by CAMPO or other remedial actions that are required; and, for the following month, the anticipated work to be performed and the deliverables that will be submitted.

#### **Kick-off and Coordination Meetings**

A kick-off meeting is to be held immediately after the work authorization is approved. Coordination meetings are to be held at regular intervals as established in the work authorization.

**Action Tracking Log**

The Consultant shall develop and maintain a log of action items. The log shall identify the action item, its status, responsible party, date assigned, and date completed. The log shall be a tool for managing assignments and shall be reviewed with CAMPO staff during coordination meetings.

**Document Control**

The Consultant shall develop, implement, and maintain an electronic document control and filing system that shall govern the distribution and file copies of all program-related correspondence, reports, plans and technical data.

**Project Files**

Project files (electronic and hard copy) shall be assembled, maintained, and delivered to CAMPO with a complete index at project closeout or as directed by CAMPO.

**Information Technology**

Establishment and/or maintenance of an online electronic management tool (EMT) for internal and external transfer of program and planning data, document management, scheduling, and coordination.

**Deliverables**

The consultant shall produce all materials related to the project management. Materials to be produced include, but are not limited to, the following:

- Project management plan (draft and final)
- Quality assurance and quality control plan (draft and final)
- Program schedule
- Monthly invoices
- Monthly progress reports
- Meeting summaries
- Action tracking log
- Indexed project file (electronic and hard copy)

**TASK 2 – STAKEHOLDER OUTREACH AND ENGAGEMENT**

The consultant will work with CAMPO staff and coordinate with the City of Buda to develop and execute a comprehensive and inclusive public involvement strategy that will lead to thorough and meaningful participation of various stakeholders in the visioning and evaluation of the study corridor.

**Steering Committee**

The consultant, in coordination with CAMPO and City staff, will develop a steering committee to help guide the study, review the study's recommendations, and provide a forum for interagency coordination. Members of the steering committee shall include staff from CAMPO, the City, TxDOT, CARTS, Hays County, and other agencies, as needed. The consultant will provide updates on the planning and design processes and incorporate feedback from the steering committee. With input from the steering committee, the consultant shall develop and confirm a set of principles/goals to guide the development of the Study concept plan and recommendations.

### **Stakeholder Identification and Outreach**

The consultant shall be responsible for researching, identifying, and conducting outreach to all relevant stakeholders. This targeted outreach will concentrate on stakeholders, through focus groups and interviews, including but not limited to:

- business leaders,
- community leaders,
- key homeowner associations and property owners,
- staff from other City departments (e.g., Parks & Recreation, Fire Department)
- Hays Consolidated Independent School District,
- and other entities or specific groups recommended by the Steering Committee.

The consultant will engage and solicit feedback from stakeholders throughout the process and specifically during development of the existing conditions, concept plan, and the recommendations/prioritization analyses. At least three rounds of stakeholder interviews and three public meetings shall be held at various study milestones during the planning process.

### **Public Meetings/Open Houses (Virtual and In-Person)**

The consultant shall hold public meetings/open houses both online and in-person in the project vicinity at milestone points during the study to gain the perspective of residents, advocacy groups, homeowner associations, business and community leaders, school boards, as well as other stakeholders. To the extent possible, public commenting opportunities and open houses shall be coordinated and held in conjunction with those for related City planning processes.

### **Online Engagement**

The consultant shall coordinate with CAMPO on the development of online engagement tools, including but not limited to a project website, social media, and public preference surveys to be administered at key points during the process. The consultant shall be responsible for producing all outreach materials and online engagement tools to be utilized throughout the study.

### **Environmental Justice Outreach**

The consultant shall provide a robust and coordinated effort to engage individuals and populations that are traditionally underserved and under-represented in the planning process. Efforts may include strategies such as meeting underserved populations where they are already receiving services and providing telephone, mail, and other non-technical information and participation methods. Many underserved and under-represented populations are often less likely to have access to high-speed internet to be able to engage online. Thus, outreach efforts will need to be flexible and be able to reach public spaces and resources that these groups commonly engage with.

### **Outreach Database**

The consultant shall develop an outreach stakeholder database that includes all relevant information, such as a list of all outreach participants, contact information, method of engagement, and engagement results.

### **Additional Engagement**

The consultant shall coordinate and execute any additional outreach and engagement as deemed necessary by the study process, including with local governments, transportation authorities, TxDOT, and other state and federal agencies.

## **Deliverables**

The consultant shall produce all materials related to the development and execution of the public involvement strategy. Materials to be produced include, but are not limited to, the following:

- Public engagement plan (draft and final)
- Stakeholder outreach database
- Public involvement summary report (draft and final)
- Public meeting/open house coordination and materials
- Stakeholder outreach meeting coordination and materials
- Environmental Justice meeting coordination and materials
- Online outreach materials
- Additional outreach materials

## **TASK 3 –EXISTING AND FUTURE CONDITIONS ASSESSMENT**

The consultant shall develop an existing and future conditions assessment within the FM 1626 and RM 967 Intersection Study limits that includes review of previous plans and studies; data compilation and summary; and identification of issues and needs. The results of this assessment will inform the development of the concept plan and recommendations list.

### **Comprehension Review of Existing Studies, Plans, and Reports**

Recently completed land use, transportation and economic development studies and plans should guide and inform the Study. The consultant shall review, evaluate, and summarize current local, state, and regional documents and policies relevant to transportation and supportive land use planning, particularly in the vicinity of the study area. At a minimum, the Study will analyze the following:

- Buda 2030 Comprehensive Plan
- Transportation Mobility Master Plan (2020)
- Parks Master Plan (2021)
- Unified Development Code (2017)
- Strategic Plan (2021)
- Draft FM 1626 Corridor Study as part of the Our Buda, Our Future Comprehensive Plan update
- Draft Trails Plan as part of the Our Buda, Our Future Comprehensive Plan update
- Capital Improvement Programs (City, Hays County, TxDOT)
- Transit Development Plan (2016)
- 2045 Regional Transportation Plan (2020)
- Regional Arterials Concept Inventory (2019)
- 2021 Hays County Transportation Plan Update

### **Data Compilation and Summary**

The consultant will collect and analyze relevant available data to characterize existing and potential future conditions for the FM 1626 and RM 967 Intersection study area. The data collection will pay particular attention to the use of various multimodal transportation related items such as pedestrian and bicycle facilities, streetscapes, and street sections; traffic operations and safety; land use related items such as market trends, existing built form and building types, infill development, public spaces, the opportunities for economic development, and housing. Specific data items that shall be examined as part of components of this study include, but shall not be limited to:

- Existing and planned multimodal network connectivity (walk, bike, transit, freight, and auto)
- Street cross-sections
- Daily traffic volumes (existing and future estimated)
- Peak hour turning movements at key intersections
- Existing and no build traffic operations
- Traffic speeds

- Vehicle, pedestrian, and bicycle safety analysis
- Active transportation activity levels, as available
- Driveways and other access management considerations
- Available right of way and utility locations
- Origin-destination activity
- Existing and future land use, land suitability analysis, and land use susceptibility to change analysis
- Environmental concerns such as floodplains, watersheds, and drainage

Upon review of the data, the consultant will work with CAMPO and City staff to determine if additional, independent data collection is warranted. In order to communicate data findings to CAMPO and City staff, stakeholders, and the public, the consultant will develop a series of maps, exhibits, and/or tables illustrating the key takeaways from each data item included in the process.

### **Needs Assessment**

The data collected and analyzed by the consultant, combined with input from stakeholders as described in Task 2, will be used to inform a needs assessment for the FM 1626 and RM 967 Intersection Study area. The needs assessment will identify issues related to multimodal safety, roadway operations/capacity, network connectivity, infrastructure design deficiencies, quality of life, placemaking, design barriers, land use compatibility, and any other goals/priorities established during the outreach and engagement process. The consultant will prepare a comprehensive list of identified issues with accompanying location maps and figures.

### **Revision of Goals and Objectives**

CAMPO staff will work with the City of Buda and the Steering Committee to revise the study goals and objectives, as needed, based on the findings of the Existing and Future Conditions Assessment.

### **Deliverables**

The consultant shall produce the following materials related to the existing and future conditions assessment:

- Compendium of maps, exhibits, and/or tables illustrating the key takeaways from each data item included in the Data Compilation and Summary process
- Issues list and maps
- Existing and Future Conditions Assessment Memorandum (draft and final) summarizing analysis and findings from the Review of Existing Studies, Plans, and Reports; Data Compilation and Summary; and Needs Assessment

### **TASK 4 – CONCEPT PLAN DEVELOPMENT**

The Consultant will develop a draft conceptual plan based on the Study guiding principles/goals, public and stakeholder input (Task 2), and the needs assessment (Task 3).

#### **Concept Plan**

This concept plan shall identify relevant projects and policies to improve the transportation network and supportive land uses that, if implemented, will enhance mobility, connectivity, safety, and various multimodal travel options; support economic development with catalytic land use opportunities; and enhance a sense of place. Several build alternatives shall be considered during the concept plan development task, including various human scale innovative intersection designs.

#### **Traffic Operations Analysis**

The consultant shall develop and apply a traffic operations and simulation model to analyze improvements for FM 1626 and RM 967 Intersection Study area. The purpose of this effort will be to determine the ability of proposed multimodal improvements to accommodate expected traffic flow at the intersection(s).

Additionally, the model will be used as a visual communications tool to illustrate the overall functionality of the intersection for staff, decision-makers, and the public.

The consultant shall work with City staff to determine the two weekday peak periods with the highest traffic demand (e.g., AM and PM) and shall develop peak period models for existing, no-build, and up to two (2) build alternatives. Future year traffic demand shall be determined using available data and tools such as historical counts and the CAMPO 2045 Transportation Plan Travel Demand Model. The consultant shall develop operational performance measures to compare the analysis scenarios including but not limited to level of service (LOS), travel time, and network delay. Based on model results and input from City staff and stakeholders, the consultant shall update the model and summarize results for the recommended concept (Task 5).

The consultant shall also develop a test scenario with the travel demand model and traffic operations model to determine potential impacts and changes to the identified conceptual improvements if a north-south arterial is constructed to the east of the FM 1626 and RM967 intersection, roughly connecting between RM 967 at Haleys Way Drive and FM 1626 at SH 45 SW. Based on the results of this test scenario, the consultant shall develop a summary of recommended modifications to the improvement concept.

### **Deliverables**

The consultant shall produce the following materials related to the concept plan:

- Concept Plan Memorandum (draft and final) including a narrative describing the concept development process; descriptive catalog/toolbox of treatments and strategies considered; visualizations of potential urban character and placemaking elements; and maps, cross-sections, and planning-level concept layouts.
- Traffic Operations Analysis Memorandum (draft and final) summarizing the development and results of the operational model scenario analysis.
- Video of the peak period traffic simulation for existing, no-build, build alternatives, and recommended conditions that can be used for stakeholder communication.

### **TASK 5 – DRAFT RECOMMENDATIONS AND PROJECT PRIORITIZATION**

From the concept plan, the consultant shall create quick win, near-term, medium-term, and long-term projects and policy recommendations that are tailored to the needs of the stakeholder/implementing entities in the study area. Timeframes for the recommendations and implementation strategies are defined as:

- Quick Win: 1 Year or Less
- Near-Term: 2–4 years
- Medium-Term: 5–10 years
- Long-Term: 11 years or more

### **Evaluation Categories and Criteria**

The consultant shall develop a set of qualitative and quantitative criteria to assist in evaluating each improvement concept. The broad categories of multimodal mobility, access, safety, urban design and placemaking, land use/environmental compatibility, cost effectiveness, and other project guiding principles/goals (Task 2) will be further defined into evaluation criteria. If desired by the City, these criteria could be developed to reflect the current CAMPO Transportation Improvement Program and Regional Transportation Plan project selection criteria.

### **Cost Estimates and Cost-Effectiveness**

The consultant shall develop planning-level cost estimates for each of the recommended transportation improvements. Additionally, the consultant shall evaluate cost-effectiveness for the combined package of improvements. Monetary benefits associated with the improvements could include reduction in travel delay,



reduction in crash events/severity, increase in land values, economic development potential, and other factors.

### **Prioritization**

The consultant shall create a matrix tool for scoring and prioritizing the individual project recommendations as well as determining preferred implementation timeframes (Quick Win, Near-Term, Medium-Term, or Long-Term). The matrix tool shall score projects based on the evaluation criteria and stakeholder input. Potential criteria for prioritization include cost effectiveness, connectivity, congestion relief, safety, and multi-modal enhancements. The consultant shall develop a methodology for calculating composite prioritization scores using the established criteria and category weights, if needed. Based on the outcomes of the evaluation, the consultant shall develop a prioritized list of projects and policies by timeframe.

### **Deliverables**

The consultant shall produce the following materials related to the recommendations and prioritization analysis:

- Scoring/prioritization matrix (draft and final)
- Recommendations and Prioritization Memorandum (draft and final) including sections describing and summarizing the evaluation criteria, cost estimates, cost-effectiveness analysis, and project prioritization. A summary of current and planned transportation projects and quick wins, near, medium, and long-term project recommendations that will impact the study area.

### **TASK 6 – FINAL REPORT WITH IMPLEMENTATION PLAN**

The consultant shall document and summarize the component tasks described in this scope into a final FM 1626 and RM 967 Intersection Study Report. This document will serve as a synthesis of the component memoranda and include an executive summary, chapters, appendices, and section summaries as needed. The document should use narrative, non-technical language where possible so that it is accessible to multiple potential readers including City staff, local decision-makers, and the general public.

The Report will include the development of three strategic implementation frameworks (Regulatory, Decision, and Plans/Programs/Partnerships) to organize the use of the Implementation Plan as a tool for development decisions, partnerships, and capital investment strategies. The development of the Report will include interviews with City staff to determine use of the Study and integration into the City's planning processes including annual budgeting, capital improvement planning, annual reporting, and related efforts.

The consultant shall develop materials and present Study results at a minimum of two (2) Buda City Council meetings, including as an action agenda item. As needed, the consultant shall also develop materials and present Study results at up to three (3) CAMPO Technical Advisory Committee (TAC) meetings. It is anticipated that presentations for the TAC will be for information-only agenda items.

The report will be reviewed first by CAMPO staff and the City of Buda project team, followed by the Steering Committee. The report shall include the following elements:

- Executive summary
- Outreach and engagement summary
- Existing and future conditions assessment
- Concept plan
- Recommendations and prioritization
- Implementation plan
- Appendices, as needed

### **Deliverables**

- Presentation materials (slide decks, scripts, etc.) for at least two (2) Buda City Council meetings and up to three (3) TAC meetings.
- Final Report in electronic format (PDF) and Five (5) hard color copies of the Final Report (with Appendices). The Final Report should be in 8.5" X 11" format.
- All GIS, traffic model, Photoshop, InDesign, Illustrator, MS Word, MS Excel, photos, graphics, and other associated files.



## **RESOLUTION 2023-4-9**

### **Authorizing the CAMPO Executive Director to Enter into an Interlocal Agreement with the City of Buda for the Receipt of Local Funds for the FM 1626 and RM 967 Intersection Study**

**WHEREAS**, the Capital Area Metropolitan Planning Organization (CAMPO) issued a competitive call for sponsors to apply for Federal and State funding assistance for transportation projects; and

**WHEREAS**, the City of Buda submitted an application for the FM 1626 and RM 967 Intersection Study; and

**WHEREAS**, The City of Buda was subsequently selected to receive up to \$160,000 in Federal Surface Transportation Block Grant (STBG) funding for the FM 1626 and RM 967 Intersection Study; and

**WHEREAS**, CAMPO and the City of Buda will partner in the execution of the FM 1626 and FM 967 Intersection Study; and

**WHEREAS**, the City of Buda will transfer the committed funding for the match of no less than \$40,000 to CAMPO prior to issuing a Notice to Proceed with a contractor approved by the Transportation Policy Board; and

**WHEREAS**, the City of Buda and CAMPO will execute an Interlocal Agreement approving the transfer of funds; and

**NOW, THEREFORE BE IT RESOLVED** that the CAMPO Transportation Policy Board hereby votes to authorize the execution of an Interlocal Agreement with the City of Buda for the FM 1626 and RM 967 Intersection Study; and

Hereby orders the recording of this resolution in the minutes of the Transportation Policy Board; and

**BE IT FURTHER RESOLVED** that the Board delegates the signing of necessary documents to the Board Chair.

Ayes:

Nays:

Abstain:

Absent and Not Voting:

SIGNED this 10<sup>th</sup> day of April, 2023.

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**Chair, CAMPO Board**

Attest:

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**Executive Director, CAMPO**



**Date:** April 10, 2023  
**Continued From:** N/A  
**Action Requested:** Approval

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**To:** Transportation Policy Board  
**From:** Ms. Akila Thamizharasan, P.E., TxDOT-Austin District  
**Agenda Item:** 10  
**Subject:** Discussion and Take Appropriate Action on Functional Classification for the Missouri-Kansas-Texas Railway (MoKan) Corridor

---

**RECOMMENDATION**

Staff recommends that the Transportation Policy Board approve the functional classification of the MoKan Corridor as provided in Resolution 2023-4-10.

**PURPOSE AND EXECUTIVE SUMMARY**

Staff is requesting a functional classification assignment for the MoKan corridor sponsored by the Texas Department of Transportation (TxDOT). The MoKan Corridor, located along the abandoned Missouri-Kansas-Texas railway between IH 35 and SH 130, and extends approximately 28 miles from east Austin (Travis County) north to Georgetown (Williamson County).

TxDOT is currently evaluating the feasibility of developing a Connected and Automated Vehicle (CAV) facility along this preserved sliver of land on the abandoned MoKan alignment. This corridor, called MoCAV (Mobility for Connected and Automated Vehicles), is envisioned as a controlled access north-south roadway extending from approximately US 183 in Austin north to the CARTS Georgetown Station at 3620 S. Austin Ave. near the SE Inner Loop interchange with IH 35. This corridor traverses the cities of Austin, Pflugerville, Round Rock, and Georgetown and intersects major east-west highways, including US 290, SH 45, FM 734/Parmer Lane, and US 79. TxDOT is also considering using a portion of Dessau Rd, and A.W. Grimes Blvd. north of E. Old Settlers Blvd. as an alternate alignment to MoCAV due to right-of-way and ownership constraints (see Attachment A). Overall, the MoCAV corridor will integrate CAV technology to provide a safe, less congested, and sustainable facility for commuters in this region.

As a new location facility, the roadway is not currently functionally classified, and because of the regional connectivity provided by MoCAV, the facility's express character, TxDOT recommends CAMPO functionally classify MoCAV as a Principal Arterial.

**FINANCIAL IMPACT**

None.

**BACKGROUND AND DISCUSSION**

Functional classification changes reflect changes to the roadway network including connectivity, traffic, and capacity changes often the result of transportation projects. The final determination of roadway functional classification is made by the Federal Highway Administration (FHWA) for funding eligibility; however, any functional classification change requests must have concurrence from CAMPO prior to FHWA's determination.

MoCAV is being analyzed as a four-lane typical section from US 183 to FM 734/Parmer Lane and as a four- or two-lane facility from FM 734/Parmer Lane to the northern project terminus with design speeds that could range from 45 to 60 mph. Design speed is influenced by the surrounding land uses, which become more suburban in the northern areas of the corridor, and the need to balance mobility with access to adjacent development.

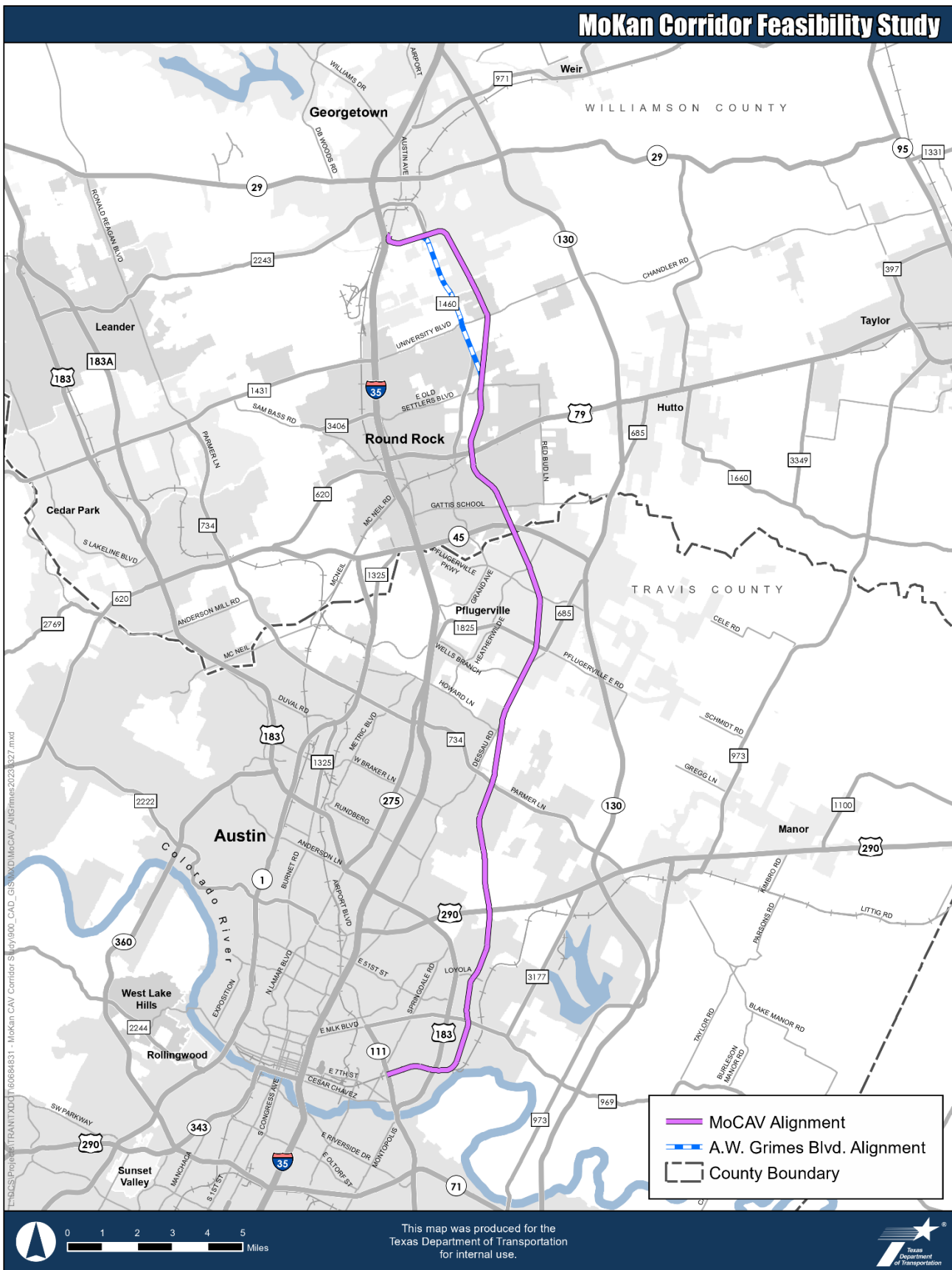
All options studied for MoCAV include transit/CAV lanes, also in addition to accommodating traditional vehicles (passenger cars and light/medium trucks). Additionally, all typical sections include shared use paths (SUPs) on each side of the road to provide additional connectivity to the region's robust trail network and to connect communities divided by the existing MoKan right of way. The road will be grade separated at key intersections, preserving the express character of the roadway, and providing improved mobility.

#### **SUPPORTING DOCUMENTS**

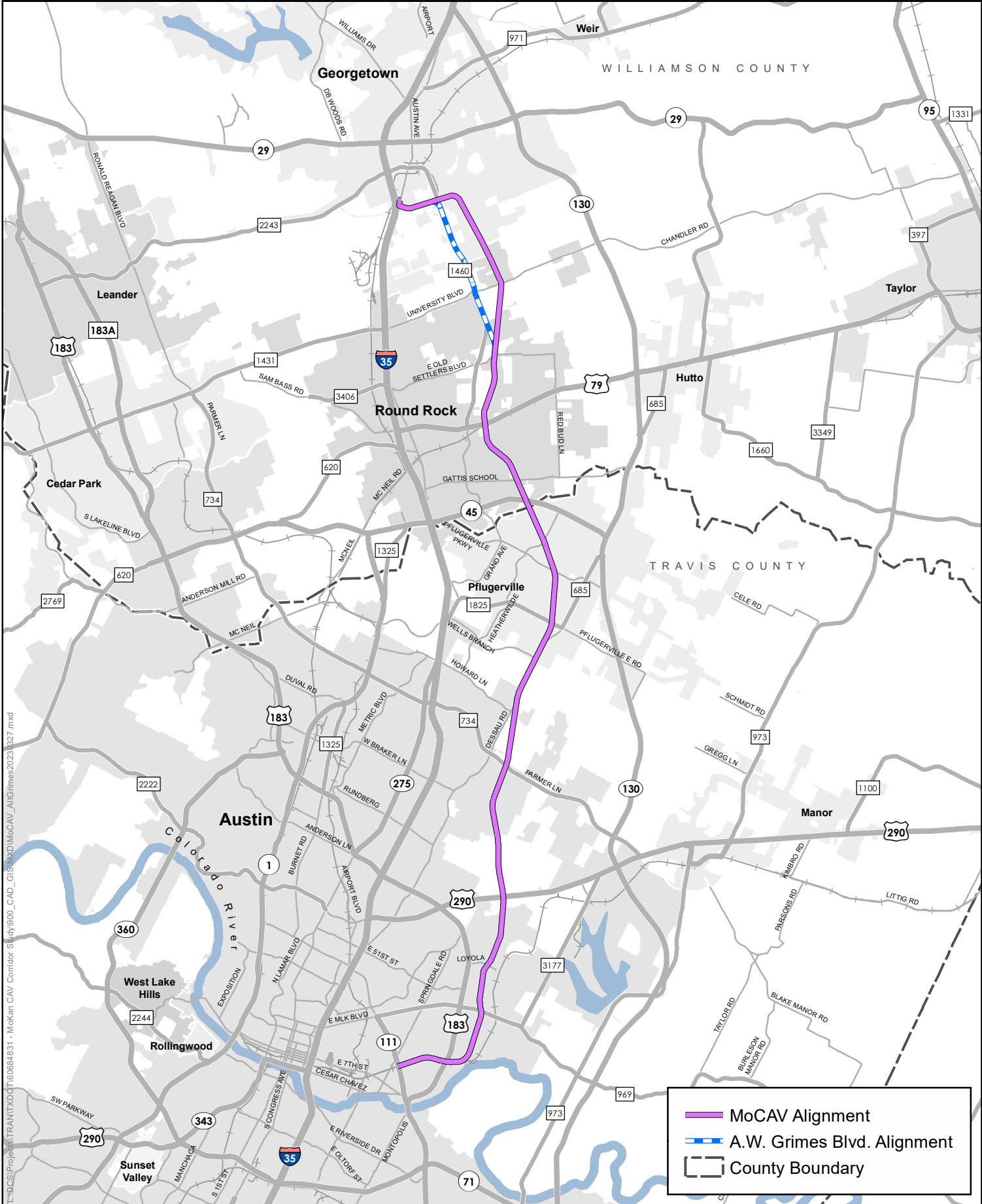
**Attachment A** – *Project Location Map*

**Attachment B** – *Resolution 2023-4-10*

# Attachment A



# MoKan Corridor Feasibility Study



- MoCAV Alignment
- - - A.W. Grimes Blvd. Alignment
- County Boundary

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This map was produced for the Texas Department of Transportation for internal use.







## Resolution 2023-4-10

### Approval of the Functional Classification Change for MoKan Corridor

**WHEREAS**, pursuant to federal law, the Governor of the State of Texas designated the Capital Area Metropolitan Planning Organization (CAMPO) as the Metropolitan Planning Organization for the Austin region in 1973; and

**WHEREAS**, CAMPO's Transportation Policy Board is the regional forum for cooperative decision-making regarding transportation issues in Bastrop, Burnet, Caldwell, Hays, Travis and Williamson Counties in Central Texas; and

**WHEREAS**, CAMPO is authorized by Federal and State law to conduct planning activities as required to develop regional plans and programs and to assist local entities as necessary to implement their plans and programs; and

**WHEREAS**, the Texas Department of Transportation (TxDOT), in coordination with the Federal Highway Administration (FHWA), periodically reviews the functional classifications of the federal and state roadway network and recommends changes based on current information and project development; and

**WHEREAS**, all functional classification change recommendations must be approved by the Transportation Policy Board; and

**WHEREAS**, TxDOT has submitted a functional classification change request to the Transportation Policy Board for the MoKan Corridor; and

**WHEREAS**, the functional classification of the MoKan Corridor is currently unclassified; and

**WHEREAS**, the functional classification change request is for the MoKan Corridor to be classified as a principal arterial; and

**NOW, THEREFORE BE IT RESOLVED** that the Transportation Policy Board hereby votes to approve the functional classification change request of the MoKan Corridor; and

Hereby orders the recording of this resolution in the minutes of the Transportation Policy Board; and

**BE IT FURTHER RESOLVED** that the Board delegates the signing of necessary documents to the Board Chair.

The above resolution being read, a motion to approve the functional classification change request MoKan Corridor as reflected was made on April 10<sup>th</sup>, 2023 by \_\_\_\_\_ duly seconded by \_\_\_\_\_.

Ayes:

Nays:

Abstain:

Absent and Not Voting:

SIGNED this 10<sup>th</sup> day of April 2023.

---

**Chair, CAMPO Board**

Attest:

---

**Executive Director, CAMPO**



**Date:** April 10, 2023  
**Continued From:** February 13, 2023  
**Action Requested:** Approval

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**To:** Transportation Policy Board  
**From:** Mr. Ashby Johnson, Executive Director  
**Agenda Item:** 11  
**Subject:** Discussion and Take Appropriate Action on CAMPO Lease Agreement for Office Space with University Federal Credit Union (UFCU)

---

**RECOMMENDATION**

Staff requests the authorization for the CAMPO Executive Director to execute an office space lease agreement with University Federal Credit Union at their building located at 8303 N. Mopac Expressway. The lease has been reviewed by CAMPO legal counsel.

**PURPOSE AND EXECUTIVE SUMMARY**

The purpose of this item is to ratify/authorize signature of the lease agreement. The lease would commence September 2023 and end in 2033.

**FINANCIAL IMPACT**

Please see attached lease agreement. The funding for the lease comes from the federal planning funds (PL-112) received by CAMPO staff through TxDOT and the fiscal agent (Williamson County). The lease with UFCU holds the line on office space costs for CAMPO especially when compared to other potential locations that were considered.

Under the terms of the lease, CAMPO would pay \$42.08/square foot (fully loaded) for 5,765 square feet starting in month six of the lease (please see schedule on Page 2 of the Lease Summary).

**BACKGROUND AND DISCUSSION**

CAMPO staff hired Mr. Derek Lewis with Lincoln Property Company to assist us with finding office space. Mr. Lewis is the same commercial broker we used to locate our current office space. CAMPO's current lease began October 2016 and ends October 31, 2023. The lease began at a monthly cost of \$40.21/square foot and we currently pay \$48.64/square foot for 5,727 square feet.

Due to an increase in rental rates, CAMPO staff began the process of looking for new space in Spring of 2022. We reviewed financials for 20 different locations and narrowed it down to seven spaces to tour. Potential costs of office space toured ranged from \$28.50/square foot for Class B, warm shell to \$55.50 for Class A, warm shell with limited parking.

We also explored the alternative of renewing our current lease but the costs were going to increase to \$53.72/square foot. We chose UFCU because of its advantageous cost, location near the geographic center of our region, its proximity to downtown Austin, the TxDOT Austin District and our Transportation Policy Board meeting location at the Junior League.

**SUPPORTING DOCUMENTS**

**Attachment A – Lease Agreement**

**BASIC LEASE INFORMATION**

**Lease Date:** \_\_\_\_\_

**Tenant:** CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION, a metropolitan planning organization

**Tenant's Address:** 3300 N. Interstate 35, Suite 630  
Austin, Texas 78705

**Tenant Contact:** Ashby Johnson

**Tenant Telephone:** (512) 596-9459

**Tenant E-mail:** [campo@campotexas.org](mailto:campo@campotexas.org), with copy to [ashby.johnson@campotexas.org](mailto:ashby.johnson@campotexas.org)

**Tenant's Broker:** Derek Lewis & Amelia Benigno, Lincoln Property Company, to be paid by Landlord.

**Landlord:** University Federal Credit Union, a federal credit union

**Landlord's Contact:** Aquila Management Services, Property Manager for Landlord

**Contact Address:** Attention: Director of Property Management  
1717 West 6<sup>th</sup> Street, Suite #400  
Austin, Texas 78703

With a copy to  
c/o Aguila Management Services  
Attention: Property Manager  
8303 N. Mopac Expressway, Suite A-115  
Austin, TX 78759

**Contact Telephone:** (512) 338-0101

**Contact E-Mail:** [putman@aquilacommercial.com](mailto:putman@aquilacommercial.com), with copy to [ashford@aquilacommercial.com](mailto:ashford@aquilacommercial.com)

**Landlord's Broker:** Aquila Commercial, LLC

**Building:** The building commonly known as 8303 MOPAC or UFCU Plaza, located at 8303 N MOPAC EXPY, AUSTIN, TX 78759.

**Premises:** Suite No. A210 containing approximately 5,765 rentable square feet ("RSF") on the second floor of the Building. The Premises are outlined on the plan attached to the Lease as Exhibit A. The RSF comprising the Premises are computed based on the usable square feet within the Premises plus Tenants proportionate share of the common areas.

**Term:** 125 months, commencing the earlier of (i) September 1, 2023 or (ii) substantial completion of Tenant Improvements (the "Commencement Date"), and ending at 5:00 p.m. on the last day of the end of the one hundred twenty fifth (125<sup>th</sup>) month after the Commencement Date, subject to adjustment and earlier termination as provided in the Lease.

**Base Rent:** Upon the Commencement Date, Base Rent shall be the following:

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EXHIBITS TO THIS LEASE

Exhibit A	Outline of Premises
Exhibit B	Building Rules and Regulation
Exhibit C	Basic Costs
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Exhibit D-1	Space Plan
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Exhibit F	Commencement Date Memorandum
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**LEASE AGREEMENT**

**BETWEEN**

**UNIVERSITY FEDERAL CREDIT UNION,  
A FEDERAL CREDIT UNION**

**AS LANDLORD,**

**AND**

**CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION,  
A METROPOLITAN PLANNING ORGANIZATION**

**AS TENANT,**

**COVERING APPROXIMATELY 5,765 RENTABLE SQUARE FEET**

**OF THE BUILDING KNOWN AS**

**8303 MOPAC**

**LOCATED AT**

**8303 N MOPAC EXPY**

**AUSTIN, TX 78759**

<u>Period</u>	<u>Per RSF</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>
Months 1-5:	\$ 0.00	\$ 0.00	\$ 0.00
Months 6-12:	\$28.00	\$13,451.67	\$94,161.67*
Months: 13-24:	\$28.84	\$13,855.22	\$166,262.60
Months: 25-36	\$29.71	\$14,273.18	\$171,278.15
Months: 37-48	\$30.60	\$14,700.75	\$176,409.00
Months: 49-60	\$31.52	\$15,142.73	\$181,712.80
Months: 61-72	\$32.47	\$15,599.13	\$187,189.55
Months: 73-84	\$33.44	\$16,065.13	\$192,781.60
Months: 84-96	\$34.44	\$16,545.55	\$198,546.60
Months: 97-108	\$35.47	\$17,040.38	\$204,484.55
Months: 109-120	\$36.53	\$17,549.62	\$210,595.45
Months: 121-125	\$37.63	\$18,078.08	\$90,390.40**

\* to remove any doubt, this amount represents the seven month period immediately following abatement of months one (1) through five (5) of the Term.

\*\* to remove any doubt, this amount represents the total of the final five (5) months of the Term.

If the actual square footage of the Premises is other than 5,765 RSF, the above shown Monthly and Annual Rent numbers will be adjusted accordingly and will be set forth in the Commencement Date Memorandum, which Commencement Date Memorandum will supersede the Monthly Rent and Annual Rent numbers shown herein. Upon execution of this Lease, Tenant shall pre-pay the Base Rent and Tenant's Estimated Share of Basic Costs (defined in 4(c) of the Lease) for the first full month that such Rent is due. If the Commencement Date falls on a day other than the first day of a month, Tenant shall pay Base Rent and Tenant's Estimated Share of Basic Costs for such pro-rated month, and the rent schedule as set forth herein shall begin on the first full month of the Term.

**Security Deposit:** \$20,215.94 which is the sum equal to the Base Rent and Tenant's Estimated Share of Basic Costs (defined in 4(c) below) for the first full month that such Rent is due (e.g. Month 6).

**Rent:** Base Rent, Tenant's Proportionate Share of Basic Costs and all other sums that Tenant may owe to Landlord under the Lease.

**Permitted Use:** General office use and uses incidental thereto.

**Tenant's Proportionate Share:** 2.34%, which is the percentage obtained by dividing (a) the 5765 RSF in the Premises by (b) the 246,869 RSF in the Building.

**Tenant's Estimated Share of Basic Costs:** For year 2023 estimated costs of \$14.08 per RSF per year (\$6,764.27 per month).

**Initial Liability Insurance Amount:** \$2,000,000 per occurrence. See Section 11.

**Tenant Improvement Allowance:** Landlord grants Tenant a Tenant Improvement Allowance ("TI Allowance") of \$32.00 per RSF, which TI Allowance will be applied towards the cost of construction of the tenant improvements and Tenant's cabling as more fully set forth in Exhibit D attached hereto.

In addition, Landlord grants Tenant up to \$57,650.00 (\$10.00 per RSF) in Additional

## Lease Summary Page 2




Tenant Improvement Allowance (“Additional Allowance”). Tenant must request a specific amount of said Additional Allowance in writing (“Allowance Request”), and Landlord must receive said Allowance Request prior to Commencement Date. Should Tenant fail to timely deliver such notice, any right Tenant may have to Additional Allowance will automatically terminate. Commencing on the date that Landlord disburses such Additional Allowance or any portion(s) thereof, Tenant shall pay the amount necessary to fully amortize the full amount of the Additional Allowance in equal monthly payments with interest at a rate of 10% per annum over the period of time not to exceed the first ten (10) years, which interest shall begin to accrue on the date that Landlord first disburses such Additional Allowance or any portion(s) thereof. Any of the Additional Allowance and applicable interest remaining unpaid as of the expiration or earlier termination of the Lease shall be paid to Landlord in a lump sum at the expiration of the first ten (10) years or earlier termination of the Lease.

The foregoing Basic Lease Information is incorporated into and made a part of the Lease executed concurrently herewith (the “Lease”). All terms set forth in the left column of this Basic Lease Information are defined terms used in the Lease and have the meaning set forth in the corresponding right column. If any direct conflict exists between any Basic Lease Information and the Lease, then this Basic Lease Information shall control.

LANDLORD: University Federal Credit Union,  
a federal credit union

By: \_\_\_\_\_  
Name: John Orton  
Title: Vice President – Enterprise Risk Management

TENANT: Capital Area Metropolitan Planning Organization,  
A metropolitan planning organization

By:   
Name: Ashby Johnson  
Title: Executive Director

## LEASE

THIS LEASE AGREEMENT ("Lease") is entered into as of \_\_\_\_\_, between University Federal Credit Union, a federal credit union ("Landlord"), and CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION., a Metropolitan Planning Organization ("Tenant").

SECTION 1.                    The definitions and basic provisions set forth in the Basic Lease Information (the "Basic DEFINITIONS AND BASIC Lease Information") executed by Landlord and Tenant contemporaneously herewith are PROVISIONS                    incorporated herein by reference for all purposes.

SECTION 2.                    Subject to the terms of this Lease, Landlord leases to Tenant, and Tenant leases from LEASE GRANT                    Landlord, the Premises.

SECTION 3.                    (a) Term Defined. The Term of this Lease begins on the Commencement Date and ends on TERM                    the date shown in the section labeled "Term" in the Basic Lease Information. At Landlord's or Tenant's request, and no later than ten (10) days following the Commencement Date, Landlord and Tenant shall execute a Commencement Date Memorandum in the form attached hereto as Exhibit F.

(b) Provided no Event of Default exists beyond any applicable cure periods and Tenant is occupying more than 75% of the entire Premises at the time of such election, for that part of the Premises occupied by Tenant as of the Commencement Date, Tenant may renew the Lease for one (1) additional period of five (5) years on the same terms provided in the Lease (except as set forth below), by delivering written notice of the exercise thereof to Landlord not later than two hundred seventy (270) days and not before three hundred sixty-five (365) days prior to the expiration of the Primary Term or Extended Term as the Term may have been extended by the previous exercise of Tenant's option to extend the Term. Any notices given prior to said 365- day period or following said 270-day period shall be void and without force and effect. No later than sixty (60) days following the date Tenant has provided written notice of the exercise of its option to extend the Term, Landlord and Tenant shall execute an amendment to this Lease extending the Term on the same terms provided in this Lease, except as follows:

- (1) The Base Rent payable for each month during the Extended Term shall be the prevailing market rental rate in the Building at the commencement of such Extended Term, for space of equivalent quality, size, utility and location.
- (2) On or before one hundred and fifty (150) days prior to the expiration of the Primary Term or Extended Term, whichever is the current Term, Landlord has the unalienable right to provide notice to Tenant of its intent to recapture Premises at the conclusion of the then current Term, thereby voiding Tenant's right to exercise any additional options. Upon providing notice, the Lease shall terminate at the conclusion of the then current Term.
- (3) Except as specifically set forth above, Tenant shall have no further renewal options unless expressly granted by Landlord in writing. Tenant's rights under this Section shall terminate if Tenant fails to timely exercise its option under this Section, or if Landlord timely exercises its rights under this Section, time being of the essence with respect to Tenant's and Landlord's, respectively, exercise thereof.

(c) No Liability if Term Delayed. If this Lease is executed before the Premises become vacant or otherwise available and ready for occupancy by Tenant, if Tenant is delayed in its construction of tenant improvements based on events out of Landlord's control, or if any

present occupant of the Premises holds over and Landlord cannot acquire possession of the Premises before the Commencement Date, then (i) Tenant's obligation to pay Rent hereunder shall be waived until Landlord tenders possession of the Premises to Tenant, (ii) the Term shall be extended by the time between the scheduled Commencement Date and the date on which Landlord tenders possession of the Premises to Tenant (which date will then be defined as the Commencement Date), (iii) Landlord shall not be in default hereunder or be liable for damages therefore, and (iv) Tenant shall accept possession of the Premises when Landlord tenders possession thereof to Tenant.

(d) Condition of the Premises. Prior to the Commencement Date, Landlord will construct the tenant improvements in accordance with the terms of Exhibit D, Tenant Finish-Work, attached hereto. By occupying the Premises, Tenant shall be deemed to have accepted the Premises in their AS-IS condition as of the date of such occupancy, subject to any punch-list items attached to the Commencement Date Memorandum.

SECTION 4.  
RENT

(a) Payment. Tenant shall timely pay to Landlord the Base Rent and all additional sums to be paid by Tenant to Landlord under this Lease, including Tenant's Proportionate Share of Basic Costs as set forth in subsection (c) below, without notice or demand and without deduction or set off, at Landlord's Address (or such other address as Landlord may from time to time designate in writing to Tenant). Base Rent, adjusted as herein provided, shall be payable monthly in advance. An installment of Base Rent for a full calendar month shall be payable contemporaneously with the execution of this Lease; thereafter, except for those months shown in the Basic Lease Information for which Rent has been abated, monthly installments of Base Rent shall be due on the first day of the second full calendar month of the Term and continuing on the first day of each succeeding calendar month during the Term. Base Rent for any fractional month at the beginning of the Term shall be prorated based on 1/365<sup>th</sup> of the current annual Base Rent for each day of such partial month, and shall be due on the Commencement Date.

(b) Consumer Price Index Increases to Basic Rental. The monthly Base Rent shall increase as shown in the section entitled "Base Rent" in the Basic Lease Information.

(c) Basic Costs. On a monthly basis, Tenant shall pay to Landlord an amount equal to one-twelfth (1/12<sup>th</sup>) of the product of (i) Landlord's estimate of the annual Basic Costs for the Building (as described in Exhibit C), multiplied by (ii) Tenant's Proportionate Share (hereinafter "Tenant's Estimated Share of Basic Costs"). Tenant shall pay to Landlord, on the Commencement Date and on the first day of each calendar month thereafter, an amount equal to Tenant's Estimated Share of Basic Costs for the ensuing month. From time to time during any calendar year, Landlord may estimate and re-estimate the Tenant's Estimated Share of Basic Costs for that calendar year and deliver a copy of the estimate or re-estimate to Tenant. Thereafter, the monthly installments of Tenant's Estimated Share of Basic Costs shall be appropriately adjusted in accordance with the estimations so that, by the end of the calendar year in question, Tenant shall have paid all of Tenant's Estimated Share of Basic Costs. It is understood that the "estimated" cost is subject to revision based on the actual operating costs of the Building and Project.

(d) Annual Cost Statement. By April 1 of each calendar year, or as soon thereafter as practicable, Landlord shall furnish to Tenant a statement of Landlord's actual Basic Costs (the "Annual Cost Statement") for the previous year, adjusted as provided in Section 4(c). Such Annual Cost Statement shall contain the information used by Landlord to prepare its standard accounting documents required to compute Landlord's actual Basic Costs, plus Landlord's calculation in determining Tenant's Proportionate Share. If the Annual Cost Statement reveals that Tenant paid more for Basic Costs than Tenant's actual share of Basic Costs in the year for which such statement was prepared, then Landlord shall, at its option, reimburse or credit Tenant for such excess within thirty (30) days after delivery of the

Annual Cost Statement in question; likewise, if Tenant paid less than Tenant's actual share of Basic Costs, then Tenant shall pay Landlord such deficiency within thirty (30) days after delivery of the Annual Cost Statement in question. Tenant shall have the right, at Tenant's expense and no more frequently than once per calendar year, to inspect Landlord's books and records pertaining to Basic Costs. In the event Tenant's inspection of Landlord's books and records reveals a verifiable error in Landlord's computation of Tenant's share of excess Basic Costs and if Landlord has overcharged Tenant by more than five percent (5%), Landlord shall reimburse Tenant for the cost of the inspection.

(e) Adjustments to Basic Costs. With respect to any calendar year or partial calendar year in which the Building is not occupied to the extent of ninety-five percent (95%) of the rentable area thereof, the Basic Costs for such period shall, for the purposes hereof, be increased to the amount which would have been incurred had the Building been occupied to the extent of 95% of the rentable area thereof.

SECTION 5.  
DELINQUENT  
PAYMENT;  
HANDLING  
CHARGES

In the event any Rent has not been paid within three (3) days following the date such payment is due, Tenant shall pay to Landlord a late fee equal to ten percent (10%) of the delinquent payment to reimburse Landlord for its cost and inconvenience incurred as a consequence of Tenant's delinquency. In addition, if any Rent has not been paid within ten (10) days following the date such payment is due, any such delinquent Rent shall bear interest from the date due until paid at the rate of ten percent per annum. In no event, however, shall the charges permitted under this Section 5 or elsewhere in this Lease, to the extent the same are considered to be interest under applicable law, exceed the maximum lawful rate of interest.

SECTION 6.  
SECURITY  
DEPOSIT

Contemporaneously with the execution of this Lease, Tenant shall pay to Landlord the Security Deposit, which shall be held by Landlord without liability for interest and as security for the performance by Tenant of its obligations under this Lease. Landlord may, from time to time and without prejudice to any other remedy, after the passage of any notice and cure periods set forth in this Lease, use all or a part of the Security Deposit to perform any obligation which Tenant was obligated, but failed, to perform hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount and if Tenant fails to do so within five (5) days of such demand, it shall constitute an Event of Default. Within a reasonable time after the Term ends, which shall not exceed sixty (60) days after Tenant has provided Landlord with written notice of Tenant's forwarding address, Landlord shall return to Tenant the balance of the Security Deposit not applied to satisfy Tenant's obligations, with a written description and itemization of any deductions. If Landlord transfers its interest in the Premises, then Landlord may assign the Security Deposit to the transferee and Landlord thereafter shall have no further liability for the return of the Security Deposit.

SECTION 7.  
LANDLORD'S  
OBLIGATIONS

(a) Services. Landlord shall furnish to Tenant (i) water (hot and cold) at those points of supply provided for general use of tenants of the Building; (ii) heated and refrigerated air conditioning as appropriate, during normal business hours, and at such temperatures and in such amounts as are reasonably considered by Landlord to be standard; (iii) janitorial service to the Premises on weekdays other than Holidays for Building-standard installations (Landlord reserves the right to bill Tenant separately for extra janitorial service required for non-standard installations) and such window washing as may from time to time in Landlord's judgment be reasonably required; (iv) elevator(s) for ingress and egress to the floor on which the Premises are located, in common with other tenants, provided that Landlord may reasonably limit the number of elevators to be in operation at times other than during normal business hours and on Holidays; (v) replacement of Building-standard light bulbs and fluorescent tubes; (vi) electrical current at a power capacity of four (4) watts per rentable space foot for lighting and outlets ("Normal Usage"), and cardkeys for cardkey

access to the Building and the Premises at four (4) per one thousand (1,000) RSF. For buildings having lobby-based electronic sign directories, Landlord shall install Tenant's name and suite information into the Building's electronic sign directory at no charge. Landlord shall maintain the common areas of the Building in commercially reasonably good order and condition, except for damage occasioned by Tenant, or its employees, agents or invitees. If Tenant desires heated and refrigerated air conditioning at any time other than normal business hours, such services shall be supplied to Tenant upon the written request of Tenant delivered to Landlord before 3:00 p.m. on the business day preceding such extra usage, and Tenant shall pay to Landlord the cost of such services (at the hourly rate of thirty-five dollars (\$35.00) per hour) the first day of the following calendar month after Landlord has delivered to Tenant an invoice therefore. As used herein, the term "normal business hours" shall mean from 7:00 a.m. to 7:00 p.m. Monday through Friday and from 8:00 a.m. to 1:00 p.m. on Saturdays, except for the following holidays (or the day observed in lieu thereof by national banks): New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day (collectively, the "Holidays").

(b) Excess Utility Use. Landlord shall use reasonable efforts to furnish electrical current for special lighting, computers and other equipment whose electrical energy consumption exceeds Normal Usage through the then-existing feeders and risers serving the Building and the Premises (not to exceed, however, four (4) watts per rentable square foot), and Tenant shall pay to Landlord the cost of such service the first day of the following calendar month after Landlord has delivered to Tenant an invoice therefore. Landlord may determine the amount of such additional consumption and potential consumption by either or both: (i) a survey of standard or average tenant usage of electricity in the Building performed by a reputable consultant selected by Landlord and paid for by Tenant; or (ii) a separate meter in the Premises installed, maintained, and read by Landlord, all at Tenant's expense. Tenant shall not install any electrical equipment requiring special wiring or requiring electrical current in excess of Normal Usage unless approved in advance by Landlord. The use of electricity in the Premises shall not exceed the capacity of existing feeders and risers or wiring in the Premises. Any risers or wiring required to meet Tenant's excess electrical requirements shall, upon Tenant's written request, be installed by Landlord, at Tenant's cost, if, in Landlord's sole and absolute judgment, the same are necessary and shall not cause permanent damage or injury to the Building or the Premises, cause or create a dangerous or hazardous condition, entail excessive or unreasonable alterations, repairs, or expenses, or interfere with or disturb other tenants of the Building. If Tenant uses machines or equipment (other than general office machines, personal computers and electronic data processing equipment not exceeding requirements of Normal Usage) in the Premises that affect the temperature otherwise maintained by the air conditioning system or otherwise overload any utility, Landlord may install supplemental air conditioning units or other supplemental equipment in the Premises, and the cost thereof, including the cost of installation, operation, use, and maintenance, shall be paid by Tenant to Landlord the first day of the following calendar month after Landlord has delivered to Tenant an invoice therefor.

(c) Discontinuance. Landlord's obligation to furnish services under Section 7 shall be subject to the rules and regulations of the supplier of such services and governmental rules and regulations. Landlord may, upon not less than thirty (30) days prior written notice to Tenant, discontinue any such service to the Premises, provided Landlord first arranges for a direct connection thereof through the supplier of such service. Tenant shall, however, be responsible for contracting with the supplier of such service and for paying all deposits for, and costs relating to, such service.

(d) Restoration of Services; Abatement. Landlord shall use reasonable efforts to restore any service that becomes unavailable; however, such unavailability shall not (i) render Landlord

liable for any damages caused thereby, (ii) be a constructive eviction of Tenant, (iii) constitute a breach of any express or implied warranty, or, except as provided in the next sentence, (iv) entitle Tenant to any abatement of Tenant's obligations hereunder. However, if Tenant is prevented from making reasonable use of the Premises for more than thirty (30) consecutive days (or ten (10) consecutive days if the reason for such unavailability is within the reasonable control of Landlord) because of the unavailability of any such service, Tenant shall, as its exclusive remedy therefore, be entitled to a reasonable abatement of Rent for each consecutive day (after such 30-day or 10-day period, as applicable) that Tenant is so prevented from making reasonable use of the Premises.

(e) Tenant Signage. Landlord is to place Tenant's information in the electronic directory in the lobby of the Building. Tenant may place Tenant's door signage at the Premises entry.

#### **SECTION 8. IMPROVEMENTS AND REPAIRS**

(a) Improvements; Alterations. Following the Commencement Date, Tenant may alter or further improve the Premises, or paint or install fixed lighting or wiring in the Premises, only in accordance with plans and specifications which have been approved in writing by Landlord. Tenant shall not install decorations, signs, window or door lettering, or advertising media of any type in or facing the Common Area of the Building, without the written consent of Landlord. Any alterations, additions, or improvements (whether temporary or permanent in character, and including without limitation all air-conditioning equipment and all other equipment that is in any manner connected to the Building's plumbing system) made in or upon the Premises following the Commencement Date, shall be removed by Tenant prior to the end of the Term, and Tenant shall repair any damage and shall restore the Premises to its condition on the Commencement Date. Approval by Landlord of any of Tenant's drawings and plans and specifications prepared in connection with any improvements in the Premises shall not constitute a representation or warranty of Landlord as to the adequacy or sufficiency of such drawings, plans and specifications, or the improvements to which they relate, for any use, purpose, or condition, but such approval shall merely be the consent of Landlord as required hereunder. Notwithstanding anything in this Lease to the contrary, and solely to the extent necessitated by any installations, additions, or alterations made in or to the Premises following the Commencement Date, Tenant shall be responsible for the cost of all work required in the Premises and Building to comply with the requirements of the Americans with Disabilities Act of 1990, and all rules, regulations, and guidelines promulgated thereunder, as the same may be amended from time to time.

(b) Repairs; Maintenance. Tenant shall maintain the Premises in a clean, safe, operable and attractive condition, and shall not permit or allow to remain any waste or damage to any portion of the Premises. Tenant shall repair or replace, subject to Landlord's direction and supervision, any damage to the Building caused by Tenant or Tenant's agents, contractors, or invitees. If Tenant fails to make such repairs or replacements within fifteen (15) days after the occurrence of such damage, then Landlord may make the same at Tenant's cost. In lieu of having Tenant repair any such damage outside of the Premises, Landlord may repair such damage at Tenant's cost. The cost of any repair or replacement work performed by Landlord under this Section 8 shall be paid by Tenant to Landlord within ten (10) days after Landlord has delivered to Tenant an invoice therefore.

(c) Performance of Work. All work described in this Section 8 shall be performed only by Landlord or by contractors and subcontractors approved in writing by Landlord. Tenant shall cause all contractors and subcontractors to procure and maintain insurance coverage against risks, in such amounts, and with such companies as Landlord may reasonably require, and to procure payment and performance bonds reasonably satisfactory to Landlord covering the cost of the work. All such work shall be performed in accordance with all legal requirements and in a good and workmanlike manner so as not to damage the Premises, the primary structure or structural qualities of the Building, or plumbing, electrical lines, or

other utility transmission facility. All such work which may affect the HVAC, electrical system, or plumbing must be approved by Landlord.

(d) Mechanic's Liens. Tenant has no authority, express or implied, to create, permit or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord or Tenant in the Premises. Tenant acknowledges and agrees that in connection with all improvements or alterations to the Premises, (i) Tenant does not act as Landlord's agent; (ii) the improvements or alterations are done solely for the benefit of Tenant; and (iii) the improvements or alterations do not "enrich" Landlord because they are specific to the needs of Tenant and therefore have little or no intrinsic value to Landlord. Tenant will save and hold Landlord harmless from any and all loss, cost or expense, including without limitation attorneys' fees, based on or arising out of asserted claims or liens against the leasehold estate or against the title of Landlord in the Premises. If any such a mechanics lien or encumbrance is filed, then Tenant shall, within ten (10) days after Landlord has delivered notice of the filing to Tenant, either pay the amount of the lien or diligently contest such lien and deliver to Landlord a bond or other security reasonably satisfactory to Landlord. If Tenant fails to timely take either such action, then Landlord may pay the lien claim without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be paid by Tenant to Landlord within ten (10) days after Landlord has delivered to Tenant an invoice therefore.

SECTION 9.  
PERMITTED AND  
PROHIBITED USES

Permitted and Prohibited Uses. Tenant has access to the Premises three hundred sixty-five (365) days per year, twenty-four (24) hours a day, for all Permitted Uses. Tenant shall use the Premises only for the Permitted Use and shall comply with all laws, orders, rules, and regulations relating to the use, condition, and occupancy of the Premises, the Building, the parking areas and all common areas. The Premises shall not be used selling retail goods to the public, and for a use which is disreputable, illegal or immoral; creates extraordinary fire hazards; results in a nuisance to other tenants; induces vibrations, noise, odors or blight noticeable by the public or other tenants; results in an increased rate of insurance on the Building or its contents or the storage of any hazardous materials or substances. If, because of Tenant's acts or omissions, the rate of insurance on the Building or its contents increases, then such acts shall be an Event of Default. Tenant shall conduct its business and control its agents, employees, and invitees in such a manner as not to create any nuisance or interfere with other tenants or Landlord in its management of the Building. The total number of persons constituting Tenant and Tenant's employees and agents that are using the Premises on a daily basis shall not exceed four (4) persons for every one thousand (1,000) square feet of rentable space or part thereof.

SECTION 10.  
ASSIGNMENT  
AND SUBLETTING

(a) Transfers; Consent. Tenant shall not, without the prior written consent of Landlord, which consent Landlord shall not unreasonably withhold, condition or delay, (i) assign, transfer, or encumber this Lease or any estate or interest herein, whether directly or by operation of law; (ii) permit any other entity to become Tenant hereunder by merger, consolidation, or other reorganization; (iii) permit the transfer of an ownership interest in Tenant which would result in a change in the current control of Tenant; (iv) sublet any portion of the Premises; (v) grant any license, concession, or other right of occupancy of any portion of the Premises; or (vi) permit the use of the Premises by any parties other than Tenant (any of the events listed in Sections 10(a)(i) through 10(a)(vi) being a "Transfer"). If Tenant requests Landlord's consent to a Transfer, then Tenant shall provide Landlord with a written description of all terms and conditions of the proposed Transfer, copies of the proposed documentation (including but not limited to any sales agreement, assignments or sub-leases), and the following information about the proposed transferee: name and address; reasonably satisfactory information about its business and business history; proposed use of the Premises; current financial, and other credit information; and general references sufficient to enable Landlord to determine the proposed transferee's creditworthiness and character. Tenant shall pay Landlord's reasonable legal costs

associated with any Transfer, in a sum not to exceed one thousand dollars (\$1,000.00). If Landlord consents to a proposed Transfer, then the proposed transferee shall deliver to Landlord a written agreement whereby it expressly assumes the Tenant's obligations hereunder. Landlord's consent to a Transfer shall not release Tenant from performing its obligations under this Lease, but rather Tenant and its transferee shall be jointly and severally liable therefore. Landlord's consent to any Transfer shall not waive Landlord's rights to object to or deny any subsequent Transfers. Tenant authorizes its transferees to make payments of rent directly to Landlord upon receipt of notice from Landlord to do so.

(b) Cancellation. Landlord may, within thirty (30) days after submission of Tenant's written request for Landlord's consent to a Transfer, cancel this Lease (or, as to a subletting or assignment, cancel as to the portion of the Premises proposed to be sublet or assigned) as of the date the proposed Transfer was to be effective. If Landlord cancels this Lease as to any portion of the Premises, then Tenant may rescind its request for a Transfer within ten (10) days following its receipt of Landlord's cancellation notice. If Landlord elects to cancel this Lease and Tenant fails to rescind its request for a Transfer, then this Lease shall cease for such portion of the Premises, and Tenant shall pay to Landlord all Rent accrued through the cancellation date relating to the portion of the Premises covered by the proposed Transfer. Thereafter, Landlord may lease such portion of the Premises to the prospective transferee (or to any other person) without liability to Tenant.

(c) Additional Compensation. Tenant shall pay to Landlord, immediately upon receipt thereof, one-half (1/2) of all compensation received by Tenant for a Transfer that exceeds the Base Rent and Tenant's share of Basic Costs allocable to the portion of the Premises covered thereby, less all transaction costs including but not limited to leasing commissions, legal fees, leasehold improvements, free rent and other disbursements reasonably incurred by Tenant.

**SECTION 11.**  
**INSURANCE;**  
**WAIVERS;**  
**SUBROGATION;**  
**INDEMNITY**

(a) Tenant Insurance. Tenant shall at its expense procure and maintain throughout the Term the following insurance policies:

- (1) Commercial general liability (CGL) and, if necessary, commercial umbrella insurance, on an occurrence basis, with a limit of not less than two million dollars (\$2,000,000.00) each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location. CGL insurance shall be written on ISO occurrence form CG 00 01 01 96 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, liability assumed under an insured contract and the performance by Tenant of the indemnity agreements set forth in this Lease. Landlord shall be included as an insured under the CGL policy, using ISO additional insured endorsement CG 20 11 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Landlord. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. Tenant waives all rights against Landlord and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement.
- (2) Commercial property insurance covering (i) all office furniture, trade fixtures, office equipment, merchandise and all other items of Tenant's property on the Premises installed by, for, or at the expense of Tenant, and (ii) the Tenant Improvements and Alterations. Such insurance shall cover the perils insured under the ISO special causes of loss form (CP 10 30) and shall include coverage for vandalism and



malicious mischief, terrorism coverage for both certified and non-certified acts of terrorism, water damage, sprinkler leakage coverage, boiler and machinery (systems breakdown) and earthquake sprinkler leakage coverage. The amount insured shall equal the full replacement cost value new without deduction for depreciation of the covered items. Any coinsurance requirement in the policy shall be eliminated through the attachment of an agreed amount endorsement, the activation of an agreed value option, or as is otherwise appropriate under the particular policy form. In no event shall Landlord be liable for any damage to or loss of personal property sustained by Tenant, whether or not it is insured, even if such loss is caused by the negligence of Landlord, its employees, officers, directors or agents. Landlord and Tenant hereby waive any recovery of damages against each other (including their employees, officers, directors, agents, or representatives) for loss or damage to the Building, tenant improvements and betterments, fixtures, equipment, and any other personal property to the extent covered by the commercial property insurance required above. If the commercial property insurance purchased by Tenant as required above does not allow the insured to waive rights of recovery against others prior to loss, Tenant shall cause them to be endorsed with a waiver of subrogation as required above.

- (3) Business income, Business interruption and extra expense insurance in such amounts as will reimburse Tenant for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent tenants or attributable to prevention of access to the Premises or to the Building as a result of such perils. In no event shall Landlord be liable for any business interruption or consequential loss sustained by Tenant, whether or not it is insured, even if such loss is caused by the negligence of Landlord, its agents, employees, directors, officers or contractors.

All such insurance policies shall be in form, and issued by companies, reasonably satisfactory to Landlord. By requiring insurance herein, Landlord does not represent that coverage and limits will necessarily be adequate to protect Tenant, and as such coverage and limits shall not be deemed as a limitation of Tenant's liability under the indemnities granted to Landlord in this Lease.

(b) Landlord Insurance. Landlord shall maintain, without cost to Tenant (except as otherwise provided in Basic Costs), with an insurer(s) holding a Best's Rating of B+ or higher with a Financial Size of Class IX or higher, and reasonably acceptable to Tenant:

- (1) ISO Simplified Commercial General Liability Insurance. The limits of liability of such insurance shall be an amount not less (i) than three million dollars (\$3,000,000.00) per occurrence, Bodily Injury including death, and three million dollars (\$3,000,000.00) per occurrence, Property Damage Liability, or (ii) three million dollars (\$3,000,000.00) combined single limit for Bodily Injury and Property Damage Liability; and

- (2) Property insurance on the Building, the Premises and the common areas insuring ninety percent (90%) of the full replacement value thereof (less foundations). The policy shall not include a deductible in excess of one hundred thousand dollars (\$100,000.00), and shall include, but not be limited to, fire and extended coverage perils. The policy will contain appropriate endorsements waiving the insurer's right of subrogation against Tenant.

(c) Waiver of Negligence Claims; No Subrogation. Except to the extent due to Landlord's negligence, willful misconduct or breach of this Lease, Landlord shall not be liable to Tenant or those claiming by, through, or under Tenant for any injury to or death of any person or persons or the damage to or theft, destruction, loss, or loss of use of any property or inconvenience (a "Loss") caused by casualty, theft, fire, third parties, or any other matter

(including Losses arising through repair or alteration of any part of the Building, or failure to make repairs, or from any other cause). LANDLORD AND TENANT AGREE TO HAVE THEIR RESPECTIVE INSURANCE COMPANIES ISSUING PROPERTY DAMAGE, WORKER'S COMPENSATION INSURANCE AND LOSS OF INCOME AND EXTRA EXPENSE INSURANCE WAIVE ANY RIGHTS OF SUBROGATION THAT SUCH COMPANIES MAY HAVE AGAINST LANDLORD OR TENANT, AS THE CASE MAY BE. NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, LANDLORD AND TENANT HEREBY WAIVE ANY RIGHT THAT EITHER MAY HAVE AGAINST THE OTHER ON ACCOUNT OF ANY LOSS OR DAMAGE IF SUCH LOSS OR DAMAGE IS INSURABLE UNDER THE PROPERTY DAMAGE OR LOSS OF INCOME AND EXTRA EXPENSE INSURANCE REQUIRED TO BE MAINTAINED HEREUNDER, WHETHER OR NOT SUCH INSURANCE IS ACTUALLY CARRIED BY THE RESPECTIVE PARTY (THIS WAIVER EXTENDS TO DEDUCTIBLES UNDER SUCH INSURANCE AND INCLUDES CLAIMS FOR LANDLORD'S OWN NEGLIGENCE).

(d) Indemnity. Subject to Section 11(c), each party shall defend, indemnify, and hold harmless the other party and its agents from and against all claims, demands, liabilities, causes of action, suits, judgments, and expenses (including attorneys' fees) for any Loss arising from the indemnifying party's failure to perform its obligations under this Lease, other than a Loss arising from the sole or gross negligence or willful misconduct, or breach of this Lease by the other party or its agents.

SECTION 12.  
SUBORDINATION;  
ATTORNMEN;  
NOTICE TO  
LANDLORD'S  
MORTGAGEE

(a) Subordination. This Lease is subordinate to any deed of trust, mortgage, or other security instrument (a "Mortgage") that now or hereafter covers all or any part of the Premises (the mortgagee under any Mortgage, or a prospective lender to any entity that is under contract to purchase the Building is referred to herein as "Landlord's Mortgagee"). The provisions of this Section 12(a) shall be self-operative, and no further instrument shall be required to effect such subordination; however, Landlord may deliver to Tenant, and Tenant shall execute from time to time within ten (10) days after delivery to Tenant, an instrument from each Landlord's Mortgagee evidencing the subordination of this Lease to any such Mortgage or Primary Lease, which instrument shall be on Landlord's Mortgagee's standard form, and which instrument shall include a provision that Tenant's occupancy and use of the Premises shall not be disturbed so long as Tenant is not in default of this Lease.

(b) Attornment. Tenant shall attorn to any party succeeding to Landlord's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease, or otherwise, upon such succeeding party's request, and shall execute such agreements confirming such attornment as such party may reasonably request.

(c) Notice to Landlord's Mortgagee. Tenant shall not seek to enforce any remedy it may have for any default on the part of the Landlord without first giving written notice by certified mail, return receipt requested, specifying the default in reasonable detail, to any Landlord's Mortgagee whose address has been given to Tenant, and affording such Landlord's Mortgagee a reasonable opportunity to perform Landlord's obligations hereunder.

SECTION 13.  
RULES AND  
REGULATIONS

Tenant shall comply with the rules and regulations of the Building which are attached hereto as Exhibit B, and all parking rules and regulations that are attached hereto as Exhibit E. Landlord may, from time to time, change such rules and regulations for the safety, care, or cleanliness of the Building and related facilities, provided that such changes are reasonable, applicable to all similarly situated tenants of the Building, and will not unreasonably interfere with Tenant's Permitted Use of the Premises. Tenant shall be responsible for the compliance with such rules and regulations by its employees, agents, and invitees, and with any subsequent rules and regulations as Landlord at any time or

times hereafter may make and communicate in writing to Tenant, provided, however, that in case of any conflict or inconsistency between the provisions of this Lease and any of the Rules and Regulations as originally promulgated or as changed, the provisions of this Lease shall control.

SECTION 14.  
CONDEMNATION

(a) Taking - Landlord's and Tenant's Rights. If any part of the Building is taken by right of eminent domain or conveyed in lieu thereof (a "Taking"), and such Taking prevents Tenant from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Taking, then Tenant may terminate this Lease as of the date of such Taking by giving written notice to Landlord within sixty (60) days after the Taking, and Rent shall be apportioned as of the date of such Taking. If the Taking is for less than the total Premises and Tenant remains able to conduct its business in the Premises in a manner reasonably comparable to that conducted immediately before such Taking, then Rent shall be adjusted on a reasonable basis as to that portion of the Premises rendered untenable by the Taking.

(b) Taking - Landlord's Rights. If any material portion, but less than all, of the Building becomes subject to a Taking, or if Landlord is required to pay any of the proceeds received for a Taking to Landlord's Mortgagee, then this Lease, at the option of Landlord, exercised by written notice to Tenant within thirty (30) days after such Taking, shall terminate and Rent shall be apportioned as of the date of such Taking.

(c) Award. If any Taking occurs, then Landlord shall receive the entire award or other compensation for the Land, the Building, the leasehold estate and other improvements taken. Any value or award separately attributed to the leasehold shall belong to Landlord, and Tenant may separately pursue a claim against the condemnor only for the value of Tenant's personal property which Tenant is entitled to remove under this Lease, moving costs and loss of business.

SECTION 15.  
FIRE OR OTHER  
CASUALTY

(a) Repair Estimate. If the Premises or the Building are damaged by fire or other casualty (a "Casualty"), Landlord shall, within sixty (60) days after such Casualty, deliver to Tenant a good faith estimate (the "Damage Notice") of the time needed to repair the damage caused by such Casualty.

(b) Landlord's and Tenant's Rights. If a material portion of the Premises or the Building is damaged by Casualty such that Tenant is prevented from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Casualty and Landlord estimates that the damage caused thereby cannot be repaired within one hundred eighty (180) days after the commencement of repair, then Tenant may terminate this Lease by delivering written notice to Landlord of its election to terminate within thirty (30) days after the Damage Notice has been delivered to Tenant. If Tenant does not terminate this Lease, then (subject to Landlord's rights under Section 15(c)), Landlord shall repair the Building or the Premises, as the case may be, as provided below, and Rent for the portion of the Premises rendered untenable by the damage shall be adjusted on a reasonable basis from the date of damage until the completion of the repair. Notwithstanding the above, if Tenant caused such damage, Tenant shall continue to pay Rent without abatement.

(c) Landlord's Rights. If a Casualty damages a material portion of the Building, and Landlord makes a good faith determination that restoring the Premises would be uneconomical, or if Landlord is required to pay any insurance proceeds arising out of the Casualty to Landlord's Mortgagee, then Landlord may terminate this Lease by giving written notice of its election to terminate within thirty (30) days after the Damage Notice has been delivered to Tenant, and Base Rent hereunder shall be abated as of the date of the Casualty.

(d) Repair Obligation. If neither party elects to terminate this Lease following a Casualty, then Landlord shall, within a reasonable time after such Casualty, commence to repair the Building and the Premises and shall proceed with reasonable diligence to restore the Building and Premises to substantially the same condition as they existed immediately before such Casualty; however, Landlord shall not be required to repair or replace any part of the furniture, equipment, fixtures, and other improvements which may have been placed by Tenant in the Premises, and Landlord's obligation to repair or restore the Building or Premises shall be limited to the extent of the insurance proceeds actually received by Landlord for the Casualty in question.

SECTION 16.  
TAXES

Tenant shall be liable for all taxes levied or assessed against personal property, furniture, or fixtures placed by Tenant in the Premises. If any taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property and Landlord elects to pay the same, or if the assessed value of Landlord's property is increased by inclusion of such personal property, furniture or fixtures and Landlord elects to pay the taxes based on such increase, then Tenant shall pay to Landlord, as additional Rent and upon demand, that part of such taxes for which Tenant is primarily liable hereunder.

SECTION 17.  
EVENTS OF  
DEFAULT

Each of the following occurrences (a) through (d) is an "Event of Default" by Tenant:

(a) Tenant's failure to pay Rent, or any other sums due from Tenant to Landlord under the Lease, when due, and such failure to pay is not cured within three (3) days of the date written notice of such event is received by Tenant (provided Tenant shall be entitled to more than one (1) such notice during any rolling twelve (12) month period);

(b) Tenant's failure to perform, comply with, or observe any agreement or obligation of Tenant under this Lease (other than a payment obligation) on or before the tenth (10th) business day following written notice of such failure;

(c) the filing of a petition by or against Tenant (the term "Tenant" shall include, for the purpose of this Section 17(c), any guarantor of the Tenant's obligations hereunder) (i) in any bankruptcy or other insolvency proceeding; (ii) seeking any relief under any state or federal debtor relief law; (iii) for the appointment of a liquidator or receiver for all or substantially all of Tenant's property or for Tenant's interest in this Lease; or (iv) for the reorganization or modification of Tenant's capital structure; provided that Tenant shall have sixty (60) days following the commencement of an involuntary proceeding to have such proceeding dismissed before such proceeding shall constitute an Event of Default; and

(d) the admission by Tenant that it cannot meet its obligations as they become due, the making of any transfer in fraud of creditors, or the making by Tenant of an assignment for the benefit of its creditors.

Landlord's Default. If Landlord fails to fulfill any covenant or provision of this Lease on its part to be performed and fail to remedy such failure within thirty (30) days after Tenant shall have given Landlord written notice of such failure, then the same shall be an Event of Default by Landlord and Tenant shall have the right to seek an action to (i) terminate this Lease based on material default of Landlord, (ii) seek a proportionate reduction in Base Rent to compensate Tenant due to Landlord's default, or (iii) seek the remedy of specific performance requiring Landlord to perform its duty under this Lease.

SECTION 18.  
REMEDIES

Upon any Event of Default by Tenant, Landlord may, without further notice or demand, in addition to all other rights and remedies afforded Landlord hereunder or by law or equity, take any of the following actions:

(a) Terminate this Lease, in which event, Tenant shall pay to Landlord the sum of (i) all Rent accrued hereunder through the date of termination, (ii) all amounts due under Section 19(a), and (iii) an amount equal to (A) the total Rent that Tenant would have been required to pay for the remainder of the Term discounted to present value at a per annum rate equal to the "Prime Rate" as published on the date this Lease is terminated by The Wall Street Journal, Southwest Edition, in its listing of "Money Rates", minus (B) the then-present fair rental value of the Premises for such period, similarly discounted; or

(b) Terminate Tenant's right to possession of the Premises without terminating this Lease, in which event Tenant shall pay to Landlord (i) all Rent and other amounts accrued hereunder to the date of termination of possession, (ii) all amounts due from time to time under Section 19(a), and (iii) all Rent and other sums required hereunder to be paid by Tenant during the remainder of the Term, diminished by any net sums thereafter received by Landlord through reletting the Premises during such period. Landlord shall use reasonable efforts to relet the Premises. Landlord and Tenant agree that compliance with the following shall constitute reasonable efforts:

1) Landlord may relet the Premises on such market terms and conditions as is commercially reasonable as of such time period (including a term different from the Term, rental concessions, and alterations to, and improvement of, the Premises);

2) however, Landlord shall not be obligated to relet the Premises before leasing other portions of the Project.

Landlord shall not be liable for, nor shall Tenant's obligations hereunder be diminished because of, Landlord's failure to relet the Premises or to collect rent due for such reletting. Tenant shall not be entitled to the excess of any consideration obtained by reletting over the Rent due hereunder. Reentry by Landlord in the Premises shall not affect Tenant's obligations hereunder for the unexpired Term; rather, Landlord may, from time to time, bring action against Tenant to collect amounts due by Tenant, without the necessity of Landlord's waiting until the expiration of the Term. Unless Landlord delivers written notice to Tenant expressly stating that it has elected to terminate this Lease, all actions taken by Landlord to exclude or dispossess Tenant of the Premises shall be deemed to be taken under this Section 18(b) without having terminated the Lease. If Landlord elects to proceed under this Section 18(b), it may at any time elect to terminate this Lease under Section 18(a).

(c) Pursuant to Section 93.002 of the Texas Property Code, change the door locks to the Premises and exclude Tenant from the Premises. However, if Landlord has theretofore formally terminated this Lease or Tenant's right of possession of the Premises due to an Event of Default, or if Event of Default is not subject to cure (such as, but without limitation, Tenant's assignment or subletting, change of Permissible Use or change of trade name without Landlord's consent), Landlord shall not be obligated to provide the key(s) to Tenant under any circumstances, and Landlord shall not be bound by the provisions of Section 93.002 of the Texas Property Code pertaining to the affixation of notice on the door of the Premises advising of any lockout and/or disclosing the time at which, and/or person from whom, the new key(s) to the Premises may be obtained.

**SECTION 19.  
COSTS DUE TO  
DEFAULT; NO  
WAIVER**

(a) Costs Due to Default. Upon any Event of Default, Tenant shall pay to Landlord all costs incurred by Landlord (including court costs and reasonable attorneys' fees and expenses) in (i) obtaining possession of the Premises, (ii) removing, storing and/or selling Tenant's or any other occupant's property, (iii) repairing, restoring, altering, remodeling, or otherwise putting the Premises into condition acceptable to a new tenant, (iv) if Tenant is dispossessed of the Premises and this Lease is not terminated, reletting all or any part of the Premises (including brokerage commissions, cost of tenant finish work, and other costs incidental to such reletting), and (v) performing Tenant's obligations which Tenant failed to perform.

(b) No Waiver. Landlord's acceptance of all or a portion of Rent following an Event of Default shall not waive Landlord's rights regarding such Event of Default. No waiver by Landlord of any violation or breach of any of the terms contained herein shall waive Landlord's rights regarding any future violation of such term or violation of any other term.

SECTION 20.  
SURRENDER OF  
PREMISES

No act by Landlord shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless the same is made in writing and signed by Landlord. At the expiration or termination of this Lease, Tenant shall deliver to Landlord the Premises with all improvements located thereon in good repair and condition, reasonable wear and tear (and condemnation and fire or other casualty damage not caused by Tenant, as to which Sections 14 and 15 shall control) excepted, and shall deliver to Landlord all keys to the Premises. Tenant shall remove all unattached trade fixtures, furniture, and personal property placed in the Premises by Tenant (but Tenant shall not remove any such item which was paid for, in whole or in part, by Landlord). Additionally, Tenant shall remove such alterations, additions, improvements, trade fixtures, equipment, wiring, and furniture that is installed or placed in the Premises by Tenant following the Commencement Date. Tenant shall repair all damage caused by such removal. All items not so removed shall be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant and without any obligation to account for or to pay for such items. The provisions of this Section 20 shall survive the end of the Term.

SECTION 21.  
HOLDING OVER

If Tenant fails to vacate the Premises at the end of the Term, then Tenant shall be a tenant at will and, in addition to all other damages and remedies to which Landlord may be entitled for such holding over, Tenant shall pay, in addition to the other Rent, a daily Base Rent equal to one hundred fifty percent (150%) of the daily Base Rent payable during the last month of the Term. In addition, in the event of such holding over, Tenant shall be liable for and shall indemnify Landlord for all costs, losses, awards, or judgments (or reasonable negotiated settlement amount if any claim results in a settlement prior to any judgment award) due to Landlord's inability to deliver the Premises to a successor tenant due to Tenant's holding over. Nothing contained herein shall be deemed Landlord's consent to any holding over by Tenant.

SECTION 22.  
CERTAIN RIGHTS  
RESERVED BY  
LANDLORD

Provided that the exercise of such rights does not unreasonably interfere with Tenant's occupancy of the Premises, Landlord has all rights afforded to an owner of property and not granted to Tenant per this Lease, including but not limited to the following rights:

(a) to decorate and to make inspections, repairs, alterations, additions, changes, or improvements, whether structural or otherwise, in and about the Building or Project (all references to Building herein include the Project), or any part thereof for such purposes and, during the continuance of any such work, to temporarily close doors, entryways, public space, and corridors in the Building; to interrupt or temporarily suspend Building services and facilities; and to change the arrangement and location of entrances or passageways, doors, and doorways, corridors, elevators, stairs, restrooms, or other public parts of the Building;

(b) to take such reasonable measures as Landlord deems advisable for the security of the Building and its occupants, including without limitation searching all persons entering or leaving the Building; evacuating the Building for cause, suspected cause, or for drill purposes; temporarily denying access to the Building; and closing the Building after normal business hours and on Saturdays, Sundays, and Holidays, subject, however, to Tenant's right to enter when the Building is closed after normal business hours by means of personal electronic entry device and under such reasonable regulations as Landlord may prescribe from time to time which may include by way of example, but not of limitation, that persons

entering or leaving the Building, whether or not during normal business hours, identify themselves to a security officer by registration or otherwise and that such persons establish their right to enter or leave the Building;

(c) to change the name by which the Building is designated; and

(d) to enter the Premises during business hours and upon giving Tenant reasonable notice (except in the case of any emergency) to show the Premises to existing or prospective purchasers, lenders, or tenants.

**SECTION 23.**  
**SUBSTITUTION**  
**SPACE**

(a) From time to time during the Term, Landlord may substitute for the Premises other space that has an area (rentable square feet) at least equal to that of the Premises and is located in the Building (the "Substitution Space").

(b) If Landlord exercises such right by giving Tenant notice in writing, with Tenant in receipt of such notice, thereof ("Substitution Notice") at least one hundred twenty (120) days before the effective date of such substitution, then (i) the description of the Premises shall be replaced by the description of the Substitution Space; and (ii) all of the terms and conditions of this Lease shall apply to the Substitution Space except that if the Substitution Space contains less square footage than the Premises, then the Base Rent then in effect shall be decreased proportionately or if the Substitution Space is more square footage than the Premises, then the Base Rent will not be increased proportionately, Tenant will pay on the same square footage as the Premises. The effective date of such substitution (the "Substitution Effective Date") shall be the date specified in the Substitution Notice or, if Landlord is required to perform tenant finish work to the Substitution Space under Section 23(c), then the date on which Landlord substantially completes such tenant finish work.

(c) Tenant may either accept possession of the Substitution Space in its "as is" condition as of the Substitution Effective Date or require Landlord to alter the Substitution Space in the same manner as the Premises were altered or were to be altered. Tenant shall deliver to Landlord written notice of its election within ten (10) days after the Substitution Notice has been delivered to Tenant. If Tenant fails to timely deliver notice of its election or if an Event of Default then exists, then Tenant shall be deemed to have elected to accept possession of the Substitution Space in its "as is" condition. If Tenant timely elects to require Landlord to alter the Substitution Space, then Tenant shall continue to occupy the Premises (upon all of the terms of this Lease) until the Substitution Effective Date.

(d) Tenant shall move from the Premises into the Substitution Space and shall surrender possession of the Premises by the Substitution Effective Date.

(e) If Landlord exercises its substitution right, then Landlord shall reimburse Tenant for Tenant's reasonable out-of-pocket expenses for moving Tenant's furniture, equipment, supplies and communications equipment from the Premises to the Substitution Space and for reprinting Tenant's stationery of the same quality and quantity of Tenant's stationery supply on hand immediately prior to Landlord's notice to Tenant of the exercise of this relocation right. In addition, Tenant's Base Rent shall be abated for seven (7) days upon Tenant having moved into the Substitution Space.

**SECTION 24.**  
**HAZARDOUS**  
**SUBSTANCES**

The term "Hazardous Substances", as used in this Lease shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances, the removal of which is required or the use of which is restricted, prohibited or penalized by any "Environmental Law," which term shall mean any Law relating to health, pollution, or protection of the environment. Tenant hereby agrees that (a) Tenant will not allow any activity to be conducted on the Premises that will produce any Hazardous Substances; (b) Tenant will not allow the Premises to be used in any manner for the storage of any Hazardous Substances

except for any temporary storage of incidental amounts of standard office and cleaning materials that are used in the ordinary course of Tenant's business (the "Permitted Materials") provided such Permitted Materials are properly stored in a manner and location satisfying all Environmental Laws; (c) Tenant will not allow any portion of the Premises to be used as a landfill or a dump; (d) Tenant will not install any underground tanks of any type; (e) Tenant will not allow any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time may constitute, a public or private nuisance; (f) Tenant will not permit any Hazardous Substances to be brought onto the Premises, except for the Permitted Materials, and if any Hazardous Substances other than Permitted Materials are brought or found located thereon, the same shall be immediately removed by Tenant, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws; and (g) Tenant shall remove all Permitted Materials from the Premises in a manner acceptable to Landlord before Tenant's right to possess the Premises is terminated. If at any time during or after the Term, the Premises are found to be so contaminated or subject to such conditions due to Tenant's actions, Tenant shall defend, indemnify and hold Landlord harmless from all claims, demands, actions, liabilities, costs, expenses, damages and obligations of any nature arising from or as a result of the use of the Premises by Tenant, including Landlord's legal fees and costs incurred, except for any conditions or contamination caused by Landlord. The foregoing indemnity shall survive termination or expiration of this Lease. Landlord may enter the Premises and conduct environmental inspections and tests therein as it may reasonably require from time to time, provided that Landlord shall use reasonable efforts to minimize the interference with Tenant's business. Such inspections and tests shall be conducted at Landlord's expense, unless they reveal the presence of Hazardous Substances (other than Permitted Materials or those placed in the Premises by Landlord) or that Tenant has not complied with the requirements set forth in this Section 24, in which case Tenant shall reimburse Landlord for the cost thereof within ten (10) days after Landlord's request therefore.

**SECTION 25.**  
**MISCELLANEOUS**

(a) Landlord Transfer. Landlord may transfer, in whole or in part, the Building and any of its rights under this Lease. If Landlord assigns its rights under this Lease and the assignee assumes all of Landlord's liabilities under the Lease arising following such transfer, then Landlord shall thereby be released from any obligations under this Lease following such transfer.

(b) Landlord's Liability. The liability of Landlord to Tenant for any default by Landlord under the terms of this Lease shall be limited to Tenant's actual direct, but not special, incidental, or consequential, damages therefore, and shall only be recoverable from the interest of Landlord in the Building, and Landlord shall not be personally liable for any deficiency.

(c) Force Majeure. Other than for Tenant's monetary obligations under this Lease and obligations which can be cured by the payment of money (e.g., maintaining insurance), whenever a period of time is herein prescribed for action to be taken by either party hereto, such party shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations, delay or restrictions, or any other causes of any kind whatsoever which are beyond the control of such party.

(d) Brokers. Landlord and Tenant each warrant to the other that it has not dealt with any broker or agent in connection with the negotiation or execution of this Lease, except for Landlord's Broker and Tenant's Broker, as may be shown in the Basic Lease Information. Landlord's Broker and Tenant's Broker shall be paid by the party named next to the name of the Broker as shown in the Basic Lease Information. Except as specifically set forth in this subsection (d), Tenant and Landlord shall each indemnify the other against all costs,



expenses, attorneys' fees, and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through, or under the indemnifying party.

(e) Estoppel Certificates and Financial Information. From time to time, Tenant shall furnish to any party designated by Landlord, within ten (10) days after Landlord has made a request therefore, a certificate signed by Tenant confirming and containing such factual certifications and representations as to this Lease as Landlord or Landlord's Mortgagee may reasonably request. Further, from time to time (but not more often than once in any given one (1) year period), within ten (10) days after Landlord's request therefore, Tenant shall furnish to Landlord or Landlord's Mortgagee the most recent annual financial statements, including the last four (4) quarters' balance sheet and income statement, as prepared in Tenant's standard form.

(f) Notices. All notices and other communications given pursuant to this Lease shall be in writing and shall be (i) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address specified in the Basic Lease Information, or (ii) hand delivered or delivered by overnight delivery service to the intended address. Notice sent by certified mail, postage prepaid, shall be effective three (3) business days after being deposited in the United States Mail; all other notices shall be effective upon delivery to the address of the addressee. The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision.

(g) Severability. If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Lease shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

(h) Amendments; Binding Effect. This Lease may not be amended except by instrument in writing signed by Landlord and Tenant. No provision of this Lease shall be deemed to have been waived by Landlord or Tenant unless such waiver is in writing signed by such party, and no custom or practice which may evolve between the parties in the administration of the terms hereof shall waive or diminish the right of Landlord or Tenant to insist upon the performance by the other party in strict accordance with the terms hereof. The terms and conditions contained in this Lease shall inure to the benefit of and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. This Lease is for the sole benefit of Landlord and Tenant, and, other than Landlord's Mortgagee, no third party shall be deemed a third party beneficiary hereof.

(i) Quiet Enjoyment. So long as there is no uncured Event of Default, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term, without hindrance from Landlord or any party claiming by, through, or under Landlord, subject to the terms and conditions of this Lease.

(j) Joint and Several Liability. If there is more than one Tenant, then the obligations hereunder imposed upon Tenant shall be joint and several. If there is a guarantor of Tenant's obligations hereunder, then the obligations hereunder imposed upon Tenant shall be the joint and several obligations of Tenant and such guarantor, and Landlord need not first proceed against Tenant before proceeding against such guarantor nor shall any such guarantor be released from its guaranty for any reason whatsoever.

(k) Captions. The captions contained in this Lease are for conveniences of reference only,

and do not limit or enlarge the terms and conditions of this Lease.

(l) No Offer. The submission of this Lease to Tenant shall not be construed as an offer, nor shall either party have any right under this Lease unless mutual execution of this Lease by Landlord and Tenant. Neither the prospective Landlord nor the prospective Tenant shall have any obligation to negotiate the terms of a possible lease and may withdraw from negotiations at any time for any reason or for no reason, without liability to the other party.

(m) Exhibits. All exhibits and attachments hereto are incorporated herein by this reference.

(n) Entire Agreement. This Lease and the Basic Lease Information executed concurrently herewith constitutes the entire agreement between Landlord and Tenant regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this Lease and the Basic Lease Information, no representations, warranties, or agreements have been made by Landlord or Tenant to the other with respect to this Lease or the obligations of Landlord or Tenant in connection therewith.

(o) Dates of Performance. In the event that any date for performance by either party of any obligation hereunder required to be performed by such party falls on a Saturday, Sunday, or Holiday, the time for performance of such obligation shall be deemed extended until the next business day following such date.

(p) Non-Disclosure. Landlord and Tenant agree that the terms of this Lease are confidential and constitute proprietary information of the parties hereto. Each of the parties hereto agrees that such party, and its respective partners, officers, directors, and attorneys, shall not disclose (including by press release, internet article, or other such publicity of any kind to the public or press) the terms and conditions of this Lease to any other person without the prior written consent of the other party hereto except pursuant to an order of a court of competent jurisdiction; provided, however, that either party may release (i) the fact this lease was consummated including the name of Landlord and Tenant, location and size of the Premises, Term of the Lease and the identity of the brokers involved, and (ii) the terms of this Lease to its lenders or prospective lenders or its respective accountants who audit its respective financial statements or prepare its respective tax returns, to any prospective transferee of all or any portions of their respective interests hereunder (including a prospective assignee or subtenant of Tenant), to any governmental entity, agency or person to whom disclosure is required by applicable law, regulation or duty of diligent inquiry and in connection with any action brought to enforce the terms of this Lease, on account of the breach or alleged breach hereof or to seek a judicial determination of the rights or obligations of the parties hereunder

(q) Time of the Essence. Time is of the essence in this Lease and each and every term, condition and provision hereof.

(r) Waiver of Jury Trial. The parties hereto desire and intend that any disputes arising between them with respect to or in connection with this Lease be subject to expeditious resolution in a court trial without a jury. Therefore, the parties hereto each hereby waive the right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding or other hearing brought by any of the parties hereto against any other of the parties hereto on any matter whatsoever arising out of or in any way connected with this Lease or the matters contemplated thereby or any claim of injury or damage or the enforcement of any remedy under any law, statute or regulation, emergency or otherwise, now or hereafter in effect.

(s) Attorneys' Fees. In the event either party files suit or is required to appear before a court of competent jurisdiction, to enforce any rights such party may have under the Lease,

to request a court to interpret any provisions of this Lease, or to seek a declaration of such party's rights under this Lease or the existence of a violation or default under this Lease, the party prevailing in such action (the "Prevailing Party") shall be entitled, in addition to any remedy or damages awarded to the Prevailing Party, the Prevailing Party's costs of court, out of pocket expenses, and attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, bankruptcy matters, costs of collection, and in addition a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and the discovery, travel, experts' fees, and all other necessary costs incurred in such litigation. The term "prevailing party" as used herein shall mean the party who obtains substantially the relief sought.

(t) Test Fit. Landlord shall provide Tenant up to \$0.12 per rentable square footage for an initial space plan with the building architect.

(u) Security. Landlord will continue to provide a roaming Courtesy Patrol Officer from 7:00 a.m. to 6:00 p.m. Monday through Friday. The Landlord has installed and will maintain security cameras at each entry door.

(v) Building Amenities The Building currently has and will continue to have the following amenities for Tenant's use at no additional charge building conference facility, fitness center with showers and onsite management.

**Signature Page to Follow**

DATED as of the date first written above.

LANDLORD: University Federal Credit Union,  
a federal credit union

By: \_\_\_\_\_  
Name: John Orton  
Title: Vice President – Enterprise Risk Management

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by John Orton, in his official capacity on behalf of said Tenant.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

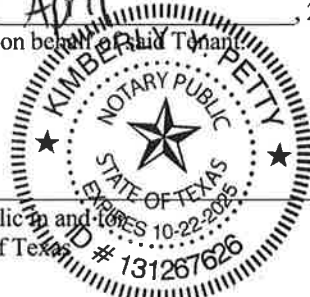
TENANT: Capital Area Metropolitan Planning Organization,  
A metropolitan planning organization

By: *Ashley Johnson*  
Name: Ashley Johnson  
Title: Executive Director

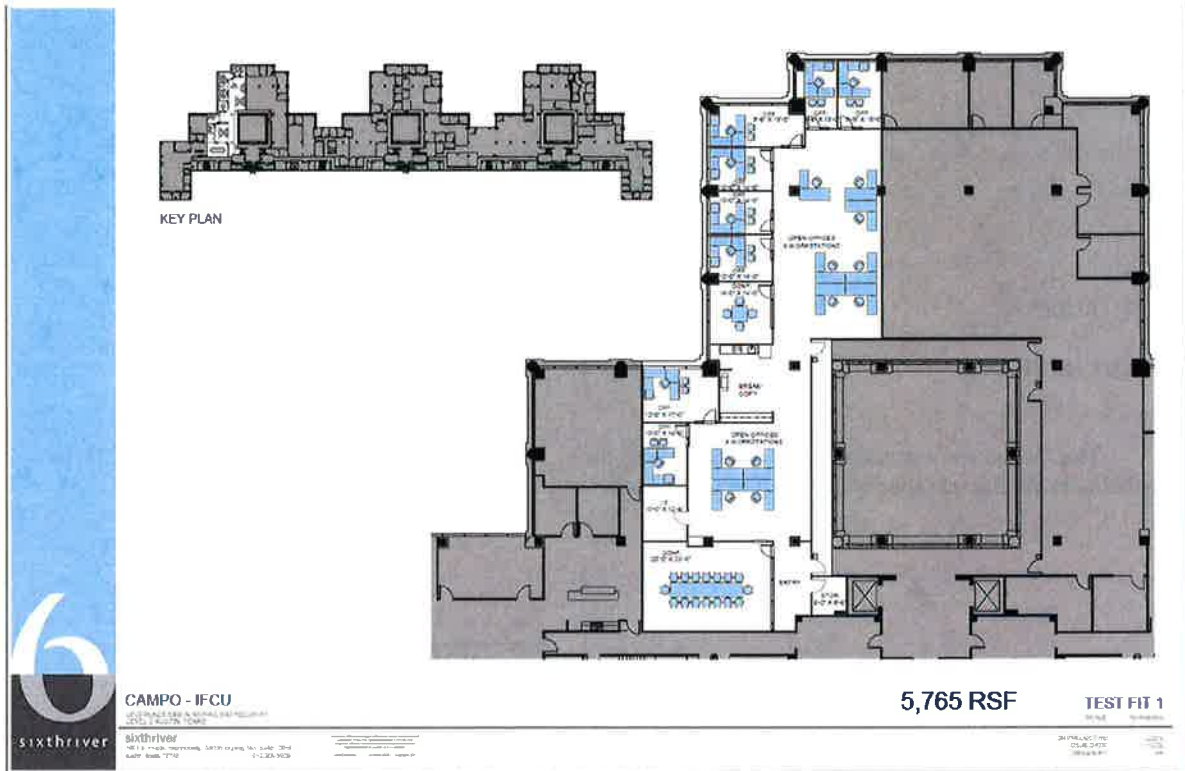
STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on the 3<sup>rd</sup> day of April, 2023, by *Kimberly G. Petty*, in his/her official capacity on behalf of said Tenant.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas



**EXHIBIT A**  
**OUTLINE OF PREMISES**



A

23-12-07-L2100  
 LEASE - UFCU/CAMPO

## EXHIBIT E

### PARKING

1. Landlord shall provide at no cost, and so long as there is no Event of Default, Tenant shall be permitted to use, 21 undesignated vehicular parking spaces (including visitor and handicap) in the unreserved parking area associated with the Building (the "Parking Facilities") during the Term at no charge and subject to such terms, conditions and regulations as are from time to time applicable to patrons of the Parking Facilities.

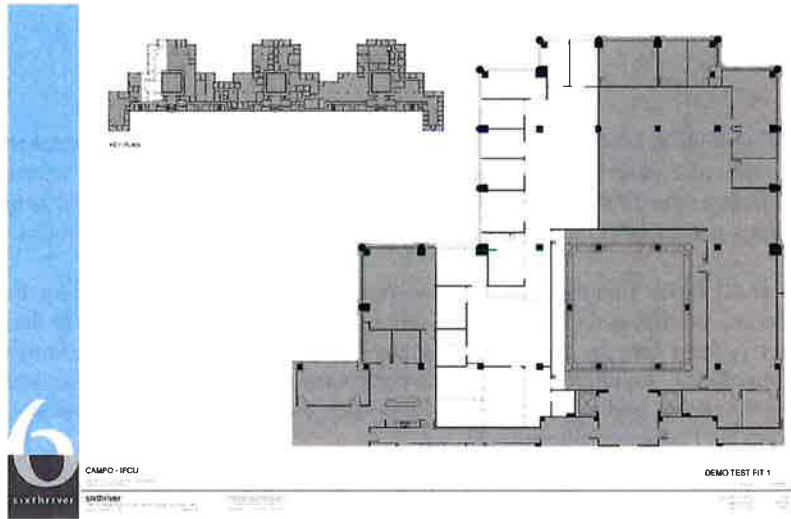
2. Tenant shall at all times comply with all Laws respecting the use of the Parking Facilities. Landlord reserves the right to adopt, modify, and enforce reasonable rules and regulations governing the use of the Parking Facilities or the Property, from time to time, including any key-card, sticker, or other identification or entrance systems and hours of operations. Landlord may refuse to permit any person who violates such rules and regulations to park in the Parking Facilities, and any violation of the rules and regulations shall subject the automobile in question to removal from the Parking Facilities.

3. Unless specified to the contrary above, the parking spaces shall be provided on an unreserved, "first-come, first-served" basis. Tenant acknowledges that Landlord has arranged or may arrange for the Parking Facilities to be operated by an independent contractor, un-affiliated with Landlord. In such event, Tenant acknowledges that Landlord shall have no liability for claims arising through acts or omissions of such independent contractor. Landlord shall have no liability whatsoever for any damage to vehicles or any other items located in or about the Parking Facilities, and in all events, Tenant agrees to seek recovery from its insurance carrier and to require Tenant's employees to seek recovery from their respective insurance carriers for payment of any property damage sustained in connection with any use of the Parking Facilities.

4. No portion of the parking areas may be used for any purpose other than the temporary parking of street-legal automobiles, except that no oversize vehicles, trailers or campers may be parked. There shall be no vehicular maintenance, washing, cleaning, detailing, or similar activities performed in the parking area. All vehicles shall be parked within the lines of a parking space and all vehicles shall obey all directional and restrictive signs placed in the parking areas.

5. If any governmental authority requires same, Landlord may impose parking fees or parking restrictions (i.e., car pool parking limitations). In the event parking fees are imposed as allowed herein, Tenant may offer parking validation in a form determined by Landlord. If parking fees are imposed, the payee of such fees shall pay to Landlord all state taxes assessed against such parking fees pursuant to Title 2 of the Texas Tax Code. Landlord reserves the right to assign specific parking spaces, and to reserve parking spaces for visitors, small cars, handicapped persons and for other tenants, guests of tenants or other parties, with assigned and/or reserved spaces. Such reserved spaces may be relocated as determined by Landlord from time to time, and Tenant and persons designated by Tenant hereunder shall not park in any such assigned or reserved parking spaces. Landlord also reserves the right to close all or any portion of the Parking Facilities, at its discretion or if required by casualty, strike, condemnation, repair, alteration, act of God, Laws, or other reason beyond Landlord's reasonable control; provided, however, that except for matters beyond Landlord's reasonable control, any such closure shall be temporary in nature.

[end of Exhibit E]

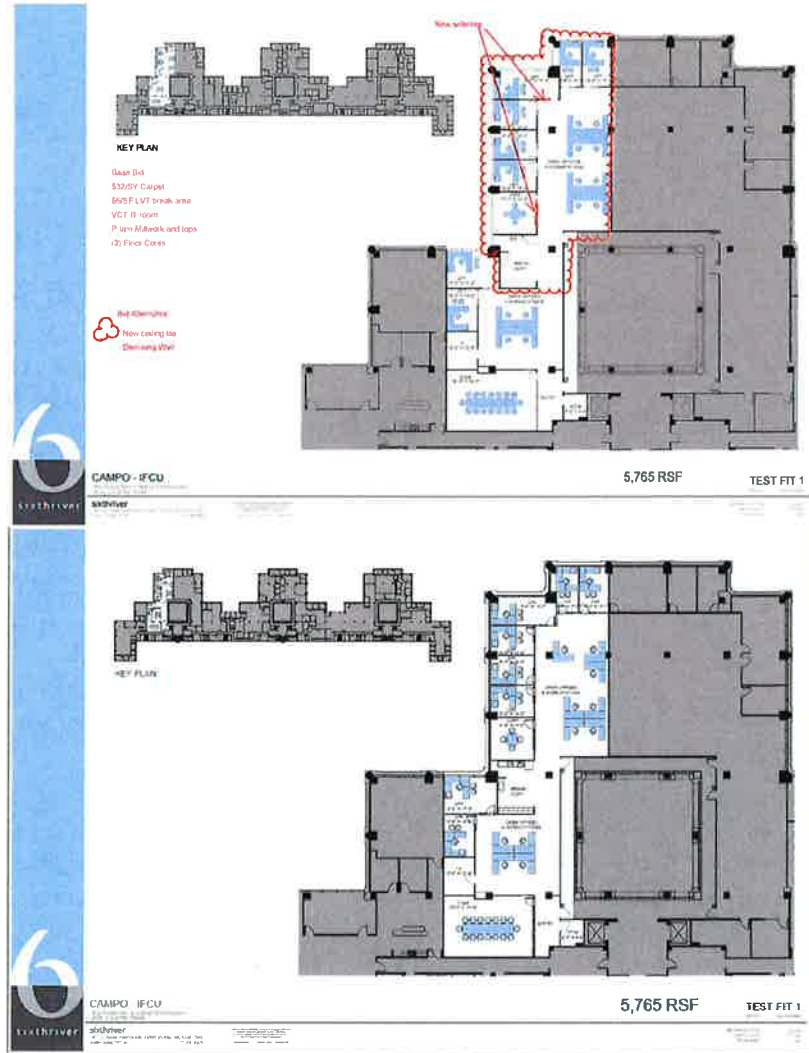


D-2

23-12-07-L2100  
LEASE - UFCU/CAMPO

EXHIBIT D-1  
SPACE PLAN

The following Space Plan (not to scale) details the “As Is” plans and specifications approved by Landlord and Tenant for the Premises. Tenant acknowledges that the dimensions listed below are guidelines for the contractors only and the final dimensions of the interior walls may vary to some extent to accommodate such items as plumbing, mechanical and electrical systems.



D-1



Improvement Allowance Subject to the Tenant Improvement Allowance as set forth in the Basic Lease Information, Tenant will reimburse Landlord the cost of the Initial Improvements.

4. COMMENCEMENT DATE DELAY. The Commencement Date shall not be delayed based on the failure to complete the tenant improvements to the Premises.
5. ACCESS BY TENANT PRIOR TO COMMENCEMENT OF TERM. Landlord at its discretion may permit Tenant and its agents to enter the Premises prior to the Commencement Date to prepare the Premises for Tenant's use and occupancy. Any such permission shall constitute a license only, conditioned upon Tenant's:
  - (a) working in harmony with Landlord and Landlord's agents, contractors, workmen, mechanics and suppliers and with other tenants and occupants of the Building;
  - (b) obtaining in advance Landlord's approval of the contractors proposed to be used by Tenant and depositing with Landlord in advance of any work (i) security satisfactory to Landlord for the completion thereof, and (ii) the contractor's affidavit for the proposed work and the waivers of lien from the contractor and all subcontractors and suppliers of material; and
  - (c) furnishing Landlord with such insurance as Landlord may require against liabilities which may arise out of such entry.

Landlord shall have the right to withdraw such license for any reason upon twenty-four (24) hours written notice to Tenant. Landlord shall not be liable in any way for any injury, loss or damage which may occur to any of Tenant's property or installations in the Premises prior to the Commencement Date. Tenant shall protect, defend, indemnify and save harmless Landlord from all liabilities, costs, damages, fees and expenses arising out of the activities of Tenant or its agents, contractors, suppliers or workmen in the Premises or the Building. Any entry and occupation permitted under this Section shall be governed by Section 5 and all other terms of the Lease.

6. LANDLORD WORK. Landlord, at its sole cost, shall demise the Premises as depicted in Exhibit D-1.

[end of Exhibit D]

## EXHIBIT D

### TENANT FINISH WORK

1. **INITIAL IMPROVEMENTS.** Landlord shall cause to be performed the Tenant Improvements (hereinafter defined) to the Premises in accordance with the Space Plan and Construction Drawings approved by Tenant and Landlord (collectively the "Plans"). A copy of the Space Plan is attached hereto as Exhibit D-1. "Construction Drawings" herein means fully dimensioned architectural construction drawings and specifications, and any required engineering drawings (including mechanical, electrical, plumbing, air-conditioning, ventilation and heating), prepared using the Space Plan as a basis, showing in detail the improvements to be made to the Premises for Tenant. Within ten (10) days after the execution of this Lease (the "Construction Drawings Date"), Tenant shall provide all information concerning Tenant's requirements in order for Landlord to cause the architect and engineer to prepare the Construction Drawings. Landlord shall use commercially reasonable efforts to cause the architect and engineer to complete the Construction Drawings within thirty-five (35) business days after receipt of Tenant's information. After completion of the plans by architect and engineer, Landlord and Tenant shall have ten (10) days to provide their written approval thereof.

"Tenant Improvements" herein means: (i) the improvements and items of work shown on the Plans approved by Landlord (including changes thereto), and (ii) any demolition, preparation or other work within the Premises required in connection therewith, including without limitation, structural or mechanical work, additional HVAC equipment or sprinkler heads, or modifications to any building, mechanical, electrical, plumbing or other systems and equipment located within the Premises or relocation of any existing sprinkler heads either within or outside the Premises required as a result of the layout, design, or construction of the work to be performed within the Premises, or in order to obtain building permits for the work to be performed within the Premises (unless Landlord requires that the Plans be revised to eliminate the necessity for such work).

Landlord shall select the contractor to perform the construction of the Initial Improvements. Landlord shall use commercially reasonable efforts to cause the Initial Improvements to be substantially completed, except for minor "Punch List" items, on or before the Commencement Date specified in the Schedule to the Lease, subject to Tenant Delay (as defined in Section 4 hereof) and Force Majeure.

Landlord shall provide project management services in connection with the construction of the Initial Improvements and the Change Orders (hereinafter defined). Tenant shall pay Landlord an amount equal to four percent (4%) of the total cost of the of the Initial Improvements for such project management services.

2. **CHANGE ORDERS.** If, prior to the Commencement Date, Tenant shall require improvements or changes (individually or collectively, "Change Orders") to the Premises in addition to, revision of, or substitution for the Initial Improvements, Tenant shall deliver to Landlord for Landlord's approval, plans and specifications for such Change Orders. If Landlord does not approve of the plans for Change Orders, Landlord shall advise Tenant of the revisions required. Tenant shall revise and redeliver the plans and specifications to Landlord within five (5) business days of Landlord's advice or Tenant shall be deemed to have abandoned its request for such Change Orders. Tenant shall pay the cost for all preparations and revisions of plans and specifications, and the costs of construction of all Change Orders. Tenant shall pay such Change Order costs and expenses to Landlord prior to commencement of construction of the improvements covered by any such Change Orders.
3. **PAYMENT OF COSTS OF INITIAL IMPROVEMENTS.** Landlord shall provide Tenant an allowance for tenant improvements to the Premises in an amount . not to exceed the LESSER OF (i) the Tenant Improvement Allowance specified in the Basic Lease Information, or (ii) the total cost of construction of the Initial Improvements. Costs of the Initial Improvements and Change Orders are defined as all costs incurred pertaining to same, including but not limited to architectural and engineering costs, plans and permits, actual costs of building materials and labor to construct the Initial Improvements, all costs pertaining to any change Orders, and a construction management fee payable to Pyramid Properties, Inc. equal to four percent (4%) of the total construction costs. Landlord makes no guarantee the Tenant Improvement Allowance will be sufficient to cover the total costs of the Initial Improvements, and Tenant shall pay for all such costs in excess of the Tenant

- (ix) renovating or otherwise improving space for occupants of the Building or non-Common Area vacant space in the Building;
- (x) expenses of Landlord in curing defaults or performing work expressly provided in this Lease to be borne at Landlord's expense;
- (xi) federal income taxes imposed on or measured by the income of Landlord from the operation of the Improvements;
- (xii) debt service, refinancing costs and mortgage interest and amortization payments;
- (xiii) expenses incurred by Landlord to resolve disputes, enforce or negotiate lease terms with prospective or existing tenants or in connection with any financing, sale or syndication of the Improvements; and
- (xiv) Landlord's general corporate overhead and administrative expenses, except if it is solely for the Improvements.

[end of Exhibit C]

depreciated or amortized for federal income tax purposes);

- b. Cost of all utilities for the common areas of the Project (including, without limitation, landscape irrigation and parking lot lighting), other than the costs of utilities actually reimbursed to Landlord by the tenants of the Project;
- c. Cost of any insurance or insurance related expense applicable to the common areas of the Project and Landlord's personal property used in connection therewith;
- d. Cost of repairs, replacements and general maintenance of the common areas of the Project; and
- e. Cost of service or maintenance contracts with independent contractors for the operation, maintenance, repair and replacement of the common area improvements.

As used herein the term "Taxes" shall mean all taxes and assessments and governmental charges whether federal, state, county or municipal and whether they be by taxing or management districts or authorities presently taxing or by others, subsequently created or otherwise, and any other taxes and assessments attributable to the Project (or its operation), including the buildings and the grounds, parking areas, driveways and alleys around the buildings, excluding, however, (A) any interest or penalties; (B) any capital levy, estate, succession, inheritance, transfer, sales, use or franchise taxes, or any income, profits, or revenue tax, assessment or charge imposed upon the rent received as such by Landlord under this Lease.

Notwithstanding subsection (B) of the previous paragraph, the tax imposed pursuant to the 2006 amendments to the Texas Tax Code, Chapter 171, and all subsequent legislation altering, amending, or modifying such amendments, pertaining to certain franchise, margin, revenue, or income taxes, imposed on any entity pursuant to such legislation, and any assessments or charges or part thereof so based, shall be deemed to be included within the term "Taxes" and shall not be excluded by subsection (B) of the previous paragraph. If at any time during the Term of this Lease the present method of taxation shall be further changed by the taxing authorities, so that the whole or any part of the taxes, assessments or governmental charges shall be discontinued or reduced, and that as a substitute thereof or in lieu of or in addition thereto, taxes, assessments and governmental charges shall be levied, assessed, or imposed, wholly or partially, on (or shall be calculated with reference to rents received from the Project or rents reserved herein or the income of Landlord received directly from the Project), then such substituted, additional or increased taxes, assessments and governmental charges, to the extent so levied, assessed or imposed, shall be deemed to be included within the definition of Taxes. Notwithstanding anything to the contrary in this Exhibit C or elsewhere in this Lease, the tax, if any, imposed pursuant to Texas Tax Code, Chapter 171, as it may be amended, and any substituted tax set forth in the preceding sentence, shall be calculated, throughout the term of this Lease, including any extensions, as if the Project is the sole asset of any nature owned by Landlord.

There are specifically excluded from the definition of the term "Basic Costs":

- (i) costs for capital improvements made to the Building or Project, other than capital improvements described in subparagraphs 3 and 10 above of this Exhibit, and except for items which, though capital for accounting purposes, are properly considered maintenance and repair items, such as painting of common areas, replacement of carpet in elevator lobbies, and the like;
- (ii) executives' salaries above the grade of building manager;
- (iii) costs for repair, replacements and general maintenance paid by proceeds of insurance or by Tenant or other third parties, and alterations attributable solely to tenants of the Building other than Tenant; for interest, amortization or other payments on loans to Landlord;
- (iv) depreciation of the Improvements;
- (v) leasing commissions;
- (vi) legal expenses, other than those incurred for the general benefit of the Building's tenants (e.g., real estate tax disputes);
- (vii) repairs or replacements incurred by reason of fire or other casualty that is covered under any insurance policy maintained by Landlord;
- (viii) any losses due to condemnation;

## EXHIBIT C

### BASIC COSTS

The term "Basic Costs" shall mean all expenses and disbursements of every kind (subject to the limitations set forth below) which Landlord incurs, pays or becomes obligated to pay in connection with the ownership, operation, and maintenance of (i) the Building, (ii) all parking areas servicing the Building, and (iii) all common areas owned by Landlord that are appurtenant to the Building (all such areas described in (i), (ii) and (iii) collectively "Improvements"), all determined in accordance with generally accepted accounting principles consistently applied, including but not limited to the following:

1. Wages and salaries (including management fees or fees paid to an independent management company) of all employees engaged in the operation, repair, replacement, maintenance, and security of the Improvements, including taxes, insurance and benefits relating thereto;
2. All supplies and materials used in the operation, maintenance, repair, replacement, and security of the Improvements;
3. Annual cost of all capital improvements made to the Improvements which although capital in nature can reasonably be expected to reduce the normal operating costs of the Improvements, as well as all capital improvements made in order to comply with any law hereafter promulgated by any governmental authority, as amortized over the useful economic life of such improvements as determined by Landlord in its reasonable discretion (without regard to the period over which such improvements may be depreciated or amortized for federal income tax purposes);
4. Cost of all utilities for the Improvements, other than the cost of utilities actually reimbursed to Landlord by the Building's tenants (including Tenant under Section 7(b) of this Lease);
5. Cost of any insurance or insurance related expense applicable to the Improvements and Landlord's personal property used in connection therewith;
6. Cost of repairs, replacements, and general maintenance of the Improvements;
7. Cost of service or maintenance contracts with independent contractors for the operation, maintenance, repair, replacement, or security of the Improvements (including, without limitation, alarm service, window cleaning, and elevator maintenance);
8. Cost of providing maintenance, utilities and cleaning services to any tenant premises to the extent same are not separately reimbursed by any such tenant;
9. Taxes (described below); and
10. The Building's proportionate share of all expenses and disbursements of every kind (subject to the limitations set forth below), and not accounted for as part of the definition of Basic Costs pursuant to subparagraphs 1 through 9 above, which Landlord incurs, pays or becomes obligated to pay in connection with the ownership, operation and maintenance of the common areas of the Project (including the associated parking facilities to the extent not already accounted for, driveways and landscaped areas), determined in accordance with generally accepted accounting principles consistently applied, including but not limited to the following:
  - a. Annual cost of all capital improvements made to the common areas that, although capital in nature, can reasonably be expected to reduce the normal operating costs of the Project, as well as all capital improvements made in order to comply with any law hereafter promulgated by any governmental authority, as amortized over the useful economic life of such improvements as determined by Landlord in its reasonable discretion (without regard to the period over which such improvements may be

11. No machinery of any kind (other than normal office equipment) shall be operated by any tenant on its leased area without Landlord's prior written consent, nor shall any tenant use or keep in the Building any flammable or explosive fluid or substance other than standard office and cleaning supplies.
12. Landlord will not be responsible for lost or stolen personal property, money or jewelry from tenant's leased premises or public or common areas regardless of whether such loss occurs when the area is locked against entry or not.
13. Except for machines used exclusively by Tenant's employees, no vending or dispensing machines of any kind may be maintained in any leased premises without the prior written permission of Landlord.
14. All mail chutes located in the Building shall be available for use by Landlord and all tenants of the Building according to the rules of the United States Postal Service.
15. Tenant shall turn off all lighting and equipment when Tenant is not using the Premises, except for such equipment that is normally operated on a full time basis such as fax machines, refrigerators, computer servers, etcetera.
16. Tenant shall not prepare any foodstuffs or operate any food equipment or stoves other than is typical in an office kitchenette, such as coffee machines, microwave oven, and the like. **In no event shall any cooking equipment, candle, or other item having an open flame, or which may cause a substantial risk of fire, be operated in the Premises.**
17. Tenant shall not use any electronic equipment that causes any electronic interference with standard office equipment used by Landlord or any other tenant. Tenant shall not install any electronic equipment such as antennas, reception dishes, telephone, microwave or other similar transmission dishes, or their progeny, outside of the Premises or on the sides or top of the Building.

These rules may be amended or supplemented as reasonably determined by Landlord and as long as such amendment or supplement is equally applied to all similarly situated tenants in the Building and in the Project.

[end of Exhibit B]

## EXHIBIT B

### BUILDING RULES AND REGULATIONS

The following rules and regulations shall apply to the Premises, the Building, the Project, and the exterior walkways and parking area associated therewith ("Common Area"), the land and the appurtenances thereto:

1. Sidewalks, doorways, vestibules, halls, stairways, and other similar areas shall not be obstructed by tenants or used by any tenant for purposes other than ingress and egress to and from their respective leased premises and for going from one to another part of the Building. To maintain correct balance of the Building's HVAC systems, the main entryway between the Premises and the common area hallways shall not be permanently left open.
2. Plumbing, fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or deposited therein. Damage resulting to any such fixtures or appliances from misuse by a tenant or its agents, employees or invitees, shall be paid by such tenant.
3. No signs, advertisements or notices shall be painted or affixed on or to any windows or exterior doors or other part of the Common Area without the prior written consent of Landlord. No curtains or other window treatments shall be placed between the glass and the Building standard window treatments.
4. Landlord shall provide a building standard sign plaque with Tenant's name next to the main door to the Premises. Tenant shall not erect any signs, plaques or names other than as provided for by Landlord.
5. Landlord shall provide all door locks in each tenant's leased premises, and no tenant shall place any additional door locks in its leased premises without Landlord's prior written consent. Landlord shall furnish to each tenant a reasonable number of keys or access cards to such tenant's leased premises, and no tenant shall make a duplicate thereof.
6. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by tenants of any bulky material, merchandise or materials which require use of elevators or stairways, or movement through the Building entrances or lobby shall be conducted under Landlord's supervision at such times and in such a manner as Landlord may reasonably require. Each tenant assumes all risks of and shall be liable for all damage to articles moved and injury to persons or public engaged or not engaged in such movement, including equipment, property and personnel of Landlord if damaged or injured as a result of acts in connection with carrying out this service for such tenant.
7. Landlord may prescribe weight limitations and determine the locations for safes, filing cabinets, and other heavy equipment or items, which shall in all cases be placed in the Building so as to distribute weight in a manner acceptable to Landlord which may include the use of such supporting devices as Landlord may require. All damages to the Building caused by the installation or removal of any property of a tenant, or done by a tenant's property while in the Building, shall be repaired at the expense of such tenant.
8. Exterior doors, when not in use, shall be kept closed. Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways. No birds or animals shall be brought into or kept in, on or about any tenant's leased premises. No portion of any tenant's leased premises shall at any time be used or occupied as sleeping or lodging quarters.
9. Tenant shall cooperate with Landlord's employees in keeping its leased premises neat and clean.
10. Tenant shall not make or permit any improper, objectionable or unpleasant noises or odors in the Building or otherwise interfere in any way with other tenants or persons having business with them.

**EXHIBIT F**

**COMMENCEMENT DATE MEMORANDUM**

Re: Lease dated \_\_\_\_\_ (the "Lease") between University Federal Credit Union, a federal credit union ("Landlord") and \_\_\_\_\_, a \_\_\_\_\_ ("Tenant") for the Premises described below. Unless otherwise specified, all capitalized terms used herein shall have the same meaning as in the Lease.

Landlord and Tenant agree that:

The Premises subject to the Lease are Suite A210, on the 2nd floor, at 8303 N MOPAC EXPY, AUSTIN, TX 78759.

The rentable square feet are 5765 rentable square feet.

Tenant has accepted possession of the Premises. Tenant acknowledges the Premises are usable by Tenant as intended, the Building and the Premises are satisfactory, Tenant accepts the Premises, and Landlord has performed all of its obligations with respect to the Premises (except for punch-list items, if any, attached to this Memorandum).

The Commencement Date of the Lease is \_\_\_\_\_.

The Expiration Date of the Lease is \_\_\_\_\_.

Tenant's address at the Premises after the Commencement Date is:

name: \_\_\_\_\_  
attention: \_\_\_\_\_  
address: 8303 N MOPAC EXPY STE \_\_\_\_  
AUSTIN, TX 78759  
telephone: \_\_\_\_\_

The terms and conditions of the Lease constitute the complete final agreement of Landlord and Tenant and are ratified and acknowledged to be unchanged and in full force and effect.

EXECUTED as of \_\_\_\_\_.

LANDLORD: University Federal Credit Union,  
a federal credit union

By: \_\_\_\_\_  
Name: John Orton  
Title: Vice President – Enterprise Risk Management

TENANT: Capital Area Metropolitan Planning Organization

By: \_\_\_\_\_  
Name: Ashby Johnson



Title: Executive Director

23-12-07-L2100  
LEASE – UFCU/CAMPO





**Date:** April 10, 2023  
**Continued From:** N/A  
**Action Requested:** Information

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**To:** Transportation Policy Board  
**From:** Mr. Nirav Ved, Data and Operations Manager  
**Agenda Item:** 12  
**Subject:** Update on Regional Transportation Demand Management (TDM) Program

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**RECOMMENDATION**

None. This item is for information only.

**PURPOSE AND EXECUTIVE SUMMARY**

In partnership with the TDM Subcommittee of the Technical Advisory Committee, CAMPO staff has worked to identify TDM strategies that are effective for the region in the wake of the COVID-19 Pandemic. These strategies are:

- SchoolPool – A tool that utilizes the Commute Solutions website where parents can find potential carpools for their kids while addressing privacy and security concerns.
- Essential Worker Outreach – Provide TDM solutions for employees who cannot work from home.
- Congested Corridors – Develop TDM solutions for corridors in conjunction with CAMPO’s Corridor Readiness Program.
- Major Transportation Project Construction Mitigation – Develop TDM solutions to mitigate congestion resulting from upcoming large construction projects such as Capital Express and Project Connect.
- Guaranteed Ride Home – Provides a backup plan for transit riders and carpool users who need to make an unscheduled trip.
- Park-and-Ride Campaigns – Promote greater usage of existing park-and-rides to facilitate the decrease in single-occupied vehicles.
- Large-event Carpools – Adapts the SchoolPool tool towards large events such as Austin City Limits and South by Southwest

**FINANCIAL IMPACT**

CAMPO staff will request \$4,000,000 in Carbon Reduction Program funds to implement these strategies over a four-year period.

**BACKGROUND AND DISCUSSION**

Since the onset of the COVID-19 Pandemic, the approach to TDM has drastically changed. Prior to the pandemic, TDM strategies primarily focused on convincing downtown-based employers about the potential benefits of working from home policies. Those benefits were realized upon the issuance of various stay-at-home orders in March 2020.

At its August 2021 meeting, the Transportation Policy Board created the TAC TDM Subcommittee to work with CAMPO staff and provide guidance on the implementation of the Regional TDM Program in a post-pandemic environment. Since then, the TAC TDM Subcommittee has convened multiple times to discuss potential strategies and their effectiveness on reducing demand on the region's transportation network.

**SUPPORTING DOCUMENTS**

None.



**Date:** April 10, 2023  
**Continued From:** N/A  
**Action Requested:** Information

**To:** Transportation Policy Board  
**From:** Ms. Heather Ashley-Nguyen, P.E., TxDOT-Austin District  
**Agenda Item:** 13A  
**Subject:** Discussion on 2024 Unified Transportation Program (UTP)

**RECOMMENDATION**

None. This item is for information only.

**PURPOSE AND EXECUTIVE SUMMARY**

TxDOT will present the 2024 Unified Transportation Program including a review of the proposed individually listed projects for Categories 2, 4, and 12 in the CAMPO Region. As part of the discussion, TxDOT will present changes to two current Surface Transportation Block Grant (STBG/Category 7) funded projects, 183A Frontage Roads and RM 620 at Anderson Mill. The proposed change includes refunding RM 620 at Anderson Mill with Category 2 and moving the STBG/Category 7 funding to the 183A Frontage Road project.

Project	Current Funding	After Funding Changes
RM 620 at Anderson Mill	\$25 Million (STBG/Category 7)	\$25 Million (Category 2)
183A Frontage Roads	\$75 Million (STBG/Category 7)	\$100 Million (STBG/Category 7)

**FINANCIAL IMPACT**

The Unified Transportation Program (UTP) represents TxDOT’s Category 2, 4, and 12 funding commitments in the CAMPO region over the next ten years. The 2024 UTP includes new listings including restoring funding to many Category 2, 4, and 12 projects deferred for the IH-35 Capital Express Project. The proposed funding change regarding RM 620 at Anderson Mill and the 183A Frontage Roads does not alter the original STBG/Category 7 funding commitment of \$100 Million to these two projects by the Transportation Policy Board per Resolution 2019-5-8.

**BACKGROUND AND DISCUSSION**

The Unified Transportation Program (UTP) is TxDOT’s 10-year transportation plan that allocates funding across 12 categories to transportation programs across the state. The UTP also individually lists and schedules Categories 2, 4, and 12 roadway projects in the CAMPO region.

**SUPPORTING DOCUMENTS**

**Attachment A – Resolution 2019-5-8**



## **Resolution 2019-5-8**

### **Acknowledging the Transportation Policy Board's Conditional Approval of Allocation of Funding for Congestion Relief Projects**

**WHEREAS**, pursuant to federal law, the Governor of the State of Texas designated the Capital Area Metropolitan Planning Organization (CAMPO) as the Metropolitan Planning Organization for the Austin region in 1973; and

**WHEREAS**, CAMPO's Transportation Policy Board is the regional forum for cooperative decision-making regarding transportation issues in Bastrop, Burnet, Caldwell, Hays, Travis and Williamson Counties in Central Texas; and

**WHEREAS**, the mission of a Metropolitan Planning Organization is to conduct a coordinated, comprehensive and continuous metropolitan transportation planning process; and

**WHEREAS**, every two years, CAMPO allocates Category 2, 7 and 9 funding to implement transportation improvements in the six-county region; and

**WHEREAS**, the Texas Department of Transportation maintains and operates the most travelled corridors in the CAMPO region including IH 35, US 183-A and RM 620; and

**WHEREAS**, US 183-A lacks frontage roads from RM 1431 to Avery Ranch Boulevard and is one of the most congested corridors in the CAMPO region; and

**WHEREAS**, RM 620 from RM 2222 to SH 45 is one of the most congested corridors in the CAMPO region; and

**WHEREAS**, IH 35 is the central artery of Texas, carries goods and people from Mexico to Canada, is the third most congested roadway in Texas, and the top mobility priority for the CAMPO region; and

**WHEREAS**, approximately \$500 million in Category 2 and 7 funding remains unallocated;

**NOW, THEREFORE BE IT RESOLVED** that the CAMPO Transportation Policy Board hereby votes to commit the allocation of \$500 million in Category 2 and 7 funding to the Texas Department of Transportation to construct congestion relief projects and deployed in the following manner: \$400 million to construct non-tolled managed lanes on IH 35, \$75 million to construct frontage roads on US 183-A from RM 1431 to Avery Ranch Boulevard, and \$25 million to construct a grade separation at the intersection of RM 620 and Anderson Mill Road; and

Hereby orders the recording of this resolution in the minutes of the Transportation Policy Board; and

**BE IT FURTHER RESOLVED** that the Board delegates the signing of necessary documents to the Board Chair.

The above resolution being read, a motion to conditionally approve the Allocation of Funding for Congestion Relief Projects as reflected was made on May 6, 2019 by Commissioner Cynthia Long duly seconded by Judge Sarah Eckhardt.

Ayes: Mayor Steve Adler, Commissioner Cynthia Long, Council Member Alison Alter, Commissioner Clara Beckett, Commissioner Gerald Daugherty, Judge Sarah Eckhardt, Council Member Jimmy Flannigan, Council Member Rudy Metayer (Proxy for Mayor Victor Gonzales), Mayor Jane Hughson, Commissioner Mark Jones (Proxy for Commissioner Edward Theriot), Council Member Ann Kitchen, Mr. Terry McCoy, Mr. Terry Mitchell, Mayor Craig Morgan, Mayor Dale Ross, Commissioner Brigid Shea, Commissioner Jeffrey Travillion, and Mayor Corbin Van Arsdale

Nays: None

Abstain: None

Absent and Not Voting: None

SIGNED this 6th day of May 2019.



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Chair, CAMPO Board

Attest:



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Executive Director, CAMPO





**Date:** April 10, 2023  
**Continued From:** N/A  
**Action Requested:** Information

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**To:** Transportation Policy Board  
**From:** Mr. Ryan Collins, Short-Range Planning Manager  
**Agenda Item:** 13B  
**Subject:** Discussion on Surface Transportation Block Grant (STBG) Deferred Projects

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**RECOMMENDATION**

None. This item is for information only.

**PURPOSE AND EXECUTIVE SUMMARY**

To facilitate the refunding process of currently deferred projects previously funded with Surface Transportation Block Grant (STBG)/Category 7 funding, staff will work with project sponsor staff and TxDOT to assess project readiness and develop a project refunding schedule for TPB consideration. This assessment will evaluate the project development status, inflation impacts, and viability of refunding to develop a refunding recommendation for future consideration.

**FINANCIAL IMPACT**

The scheduling of deferred projects will impact future cash-flow planning and the availability of STBG in the next comprehensive call for projects.

**BACKGROUND AND DISCUSSION**

On June 8, 2020, the Transportation Policy Board (TPB) approved a selection of Surface Transportation Block Grant (STBG) funded projects to be deferred in support of the IH-35 Capital Express project. As part of this decision, the TPB also endorsed the prioritization of these deferred projects for refunding as additional funds become available. The formal prioritization process was approved in January 2021.

**SUPPORTING DOCUMENTS**

**Attachment A – Current Deferred Project List (Category 7)**

## Surface Transportation Block Grant (STBG) - Deferred Project List

CSJ	Sponsor	County	Project Name	Limits (From)	Limits (To)	Description	Funding Authorization
0914-04-314	City of Austin	Travis	West Rundberg Lane	Metric Blvd.	Burnet Road	Extend current roadway as a four-lane major divided arterial with sidewalks, bike lanes, and new signalized intersection	\$11,000,000
0914-05-194	City of Austin	Williamson	Lakeline Blvd	Parmer Lane	Lyndhurst Blvd	Add two additional travel lanes and upgrade bicycle facilities and sidewalks	\$14,425,000
0151-09-148	CTRMA/TxDOT	Travis	Colorado River Scenic Byway (US 183)	At Colorado River		Construct a bicycle and pedestrian path	\$4,550,000
0914-04-326	Travis County	Travis	Pearce Lane	Travis/Bastrop County Line	Kellam Road	Widen existing two-lane facility to a four-lane divided arterial with bike lanes and sidewalks	\$22,000,000
0914-04-316	Travis County	Travis	Braker Lane North	Harris Branch Parkway	Samsung Blvd.	Widen current and extend roadway as a four-lane divided roadway with bicycle and pedestrian facilities	\$14,671,250
0683-01-100*	TxDOT	Travis	RM 620	North of Hatch Road	Travis County Line	Reconstruct intersection to add overpass at Anderson Mill Road.	\$15,000,000
0683-02-079*	TxDOT	Williamson	RM 620	Williamson County Line	North of Foundation Road	Reconstruct intersection to add overpass at Anderson Mill Road.	\$10,000,000

\*To be refunded with Category 2 funding.



**Date:** April 10, 2023  
**Continued From:** N/A  
**Action Requested:** Information

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**To:** Transportation Policy Board  
**From:** Mr. Ryan Collins, Short-Range Planning Manager  
**Agenda Item:** 14  
**Subject:** Discussion on Federal Transit Administration (FTA) Section 5310 Project Call

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**RECOMMENDATION**

None. This item is for informational purposes only.

**PURPOSE AND EXECUTIVE SUMMARY**

The Capital Area Metropolitan Planning Organization (CAMPO) manages the competitive project selection process for awarding federal funding through the Section 5310 Program for the Austin Urbanized Area. This program awards funding for projects that enhance mobility for seniors and person with disabilities by providing funds to serve the special needs of transit-dependent populations beyond traditional public transportation services and Americans with Disabilities Act (ADA) complementary paratransit services.

CAMPO received 10 applications for the 2023 Project Call. Staff are currently reviewing proposals for eligibility and readiness to ensure sponsors and their program or services are adequately prepared to receive federal funding. Projects that are determined to be eligible and ready will then be evaluated using the scoring criteria and the information provided in the application and supporting documentation. Results of the readiness evaluations and scores will be provided in the recommendation report.

**FINANCIAL IMPACT**

This project call will potentially allocate up to \$3,145,214 funding to eligible projects with no less than \$1,758,382 to be allocated to traditional capital projects and no more than \$1,386,832 to be allocated for other eligible projects and operating expenses.

**BACKGROUND AND DISCUSSION**

The FTA Enhanced Mobility of Seniors and Individuals with Disabilities Section 5310 program is intended to enhance mobility for seniors and person with disabilities by providing funds for programs to serve the special needs of transit-dependent populations beyond traditional public transportation services and ADA complementary paratransit services.

**SUPPORTING DOCUMENTS**

None.

# Project Progress Report

Fourth Quarter – 2022





## Project Information

**MPO ID:** 21-00009-00  
**CSJ:** 0914-24-024  
**Federal ID:** 2B20090  
**Project Name:** Wirtz Dam Road Bridge  
**Limits (To):** RM 1431  
**Limits (From):** RM 2147  
**Description:** Engineering and Design of Bridge and Approaches

## Sponsor Information

**Sponsor Agency:** Burnet County  
**Partner Agency:** NA  
**Project Manager:** Greg Haley  
**Phone:** (830) 693-5635  
**Email:** gregh@kcengineering.com  
**TxDOT Manager:** Joe Muck  
**Phone:** (512) 715-5702  
**Email:** Joe.Muck@txdot.gov  
**Project Website:** NA

## Financial Information

**Funding Call:** Project Call (2019-2022)  
**Award Date:** 5/7/2018  
**Resolution:** 2018-5-7  
**Funding Type:** 7  
**Awarded Phase:** Preliminary Engineering  
**Funding Award:** \$2,981,250.00  
**Appropriations Code:** L23E  
**Obligation Amount:** \$2,981,250.00  
**Fiscal Year (Original):** 2019  
**Fiscal Year (Current):** 2019

## Progress Information

Milestone	Status	Completion Date	Status Detail
<b>Advance Funding Agreement:</b>	Complete	3/31/2020	
<b>Federal Project Authorization:</b>	Complete	4/28/2020	FPAA modified on 12/16/2020
<b>Planning:</b>	Complete	10/1/2020	
<b>Preliminary Engineering:</b>	In Progress		Expected completion date of 5/1/2023 (Previously 11/15/2022, 8/15/2022).
<b>Environmental:</b>	In Progress		Expected completion date of 5/1/2023 (Previously 12/15/2022, 8/15/2022). Waiting on Traffic Data/ROW Acce
<b>Right-of-Way Acquisition:</b>	Not Started		Expected completion date of 12/31/2023 (Previously 6/15/2023, 2/15/2023)
<b>Plans, Specifications and Estimate:</b>	Not Started		Expected completion date of 2/28/2024 (Previously 9/15/2023, 6/30/2023)
<b>Let:</b>	Not Started		Expected let date of 6/10/2024 (Previously 2/10/2024)
<b>Construction:</b>	Not Started		Expected completion 6/10/2026 (Previously 8/31/2025)
<b>Implementation (Non-Construction):</b>	NA		
<b>Close-Out:</b>	Not Started		

**Additional Information:**

## Project Information

**MPO ID:** 75-00001-00  
**CSJ:** 0914-33-081  
**Federal ID:**  
**Project Name:** FM 1626/RM 967 Intersection  
**Limits (To):** NA  
**Limits (From):** NA  
**Description:** Land use and transportation nodal analysis

## Sponsor Information

**Sponsor Agency:** CAMPO  
**Partner Agency:** City of Buda  
**Project Manager:** Nick Samuel  
**Phone:** (737) 224-3849  
**Email:** nicholas.samuel@campotexas.org  
**TxDOT Manager:** Sara Garza  
**Phone:** (956) 712-7780  
**Email:** Sara.Garza@txdot.gov  
**Project Website:** <https://www.campotexas.org/local-plans-and-studies/>

## Financial Information

**Funding Call:** Special Funding Action- November 2021  
**Award Date:** 11/8/2021  
**Resolution:** 2021-11-7  
**Funding Type:** 7  
**Awarded Phase:** Study  
**Funding Award:** \$160,000.00  
**Appropriations Code:**  
**Obligation Amount:**  
**Fiscal Year (Original):** 2021  
**Fiscal Year (Current):** 2022

## Progress Information

Milestone	Status	Completion Date	Status Detail
<b>Advance Funding Agreement:</b>	In Progress		Scope under review with City of Buda. ILA with City of Buda up for TPB action in April.
<b>Federal Project Authorization:</b>	In Progress		
<b>Planning:</b>	Not Started		
<b>Preliminary Engineering:</b>	NA		
<b>Environmental:</b>	NA		
<b>Right-of-Way Acquisition:</b>	NA		
<b>Plans, Specifications and Estimate:</b>	NA		
<b>Let:</b>	NA		
<b>Construction:</b>	NA		
<b>Implementation (Non-Construction):</b>	Not Started		
<b>Close-Out:</b>	Not Started		
<b>Additional Information:</b>	Refunded in November 2021		

## Project Information

**MPO ID:** 75-00002-00  
**CSJ:** 0914-33-082  
**Federal ID:**  
**Project Name:** Garlic Creek Parkway  
**Limits (To):** NA  
**Limits (From):** NA  
**Description:** Corridor and connectivity analysis

## Sponsor Information

**Sponsor Agency:** CAMPO  
**Partner Agency:** City of Buda  
**Project Manager:** Nick Samuel  
**Phone:** (737) 224-3849  
**Email:** nicholas.samuel@campotexas.org  
**TxDOT Manager:** Sara Garza  
**Phone:** (956) 712-7780  
**Email:** Sara.Garza@txdot.gov  
**Project Website:** <https://www.campotexas.org/local-plans-and-studies/>

## Financial Information

**Funding Call:** Special Funding Action- November 2021  
**Award Date:** 11/8/2021  
**Resolution:** 2021-11-7  
**Funding Type:** 7  
**Awarded Phase:** Study  
**Funding Award:** \$280,000.00  
**Appropriations Code:**  
**Obligation Amount:**  
**Fiscal Year (Original):** 2021  
**Fiscal Year (Current):** 2022

## Progress Information

Milestone	Status	Completion Date	Status Detail
<b>Advance Funding Agreement:</b>	In Progress		Awaiting response from City of Buda. Potential cancellation.
<b>Federal Project Authorization:</b>	In Progress		
<b>Planning:</b>	Not Started		
<b>Preliminary Engineering:</b>	NA		
<b>Environmental:</b>	NA		
<b>Right-of-Way Acquisition:</b>	NA		
<b>Plans, Specifications and Estimate:</b>	NA		
<b>Let:</b>	NA		
<b>Construction:</b>	NA		
<b>Implementation (Non-Construction):</b>	Not Started		
<b>Close-Out:</b>	Not Started		
<b>Additional Information:</b>	Refunded in November 2021		



## Project Information

**MPO ID:** 71-00010-00  
**CSJ:** 0914-00-425  
**Federal ID:** 2019813  
**Project Name:** Regional TDM Program  
**Limits (To):** VA  
**Limits (From):** VA  
**Description:** Implementing a transportation demand management program within the CAMPO region. The study area includes Bastrop, Burnet, Caldwell, Hays, Travis and Williamson counties

## Sponsor Information

**Sponsor Agency:** CAMPO  
**Partner Agency:** NA  
**Project Manager:** Nirav Ved  
**Phone:** (737) 230-1591  
**Email:** nirav.ved@campotexas.org  
**TxDOT Manager:** Sara Garza  
**Phone:** (956) 712-7780  
**Email:** Sara.Garza@txdot.gov  
**Project Website:** www.commutesolutions.com

## Financial Information

**Funding Call:** Special Funding Action- November 2019  
**Award Date:** 11/4/2019  
**Resolution:** 2019-11-9A  
**Funding Type:** 7  
**Awarded Phase:** Other  
**Funding Award:** \$498,720.00  
**Appropriations Code:** L230, H230, Z240  
**Obligation Amount:** \$498,720.00  
**Fiscal Year (Original):** 2019  
**Fiscal Year (Current):** 2019

## Progress Information

Milestone	Status	Completion Date	Status Detail
<b>Advance Funding Agreement:</b>	Complete	1/7/2019	
<b>Federal Project Authorization:</b>	Complete	2/5/2019	FPAA modified on 12/15/2020
<b>Planning:</b>	NA		
<b>Preliminary Engineering:</b>	NA		
<b>Environmental:</b>	NA		
<b>Right-of-Way Acquisition:</b>	NA		
<b>Plans, Specifications and Estimate:</b>	NA		
<b>Let:</b>	NA		
<b>Construction:</b>	NA		
<b>Implementation (Non-Construction):</b>	In Progress		Expected completion 8/1/2023. Due to be extended with additional funding.
<b>Close-Out:</b>	Not Started		

**Additional Information:**

## Project Information

**MPO ID:** 75-00006-00  
**CSJ:** 0914-33-084  
**Federal ID:** 2020670  
**Project Name:** San Marcos Transportation Corridors Study  
**Limits (To):** NA  
**Limits (From):** NA  
**Description:** Land use, corridor and node analysis

## Sponsor Information

**Sponsor Agency:** CAMPO  
**Partner Agency:** City of San Marcos  
**Project Manager:** Doise Miers  
**Phone:** (737) 226-4840  
**Email:** doise.miers@campotexas.org  
**TxDOT Manager:** Willie Semora  
**Phone:** (512) 292-2401  
**Email:** William.Semora@txdot.gov  
**Project Website:** <https://www.campotexas.org/local-plans-and-studies/san-marcos-platinum-planning-study/>

## Financial Information

**Funding Call:** Project Call (2019-2022)  
**Award Date:** 5/7/2018  
**Resolution:** 2018-5-7  
**Funding Type:** 7  
**Awarded Phase:** Study  
**Funding Award:** \$800,000.00  
**Appropriations Code:** Z230  
**Obligation Amount:** \$824,000.00  
**Fiscal Year (Original):** 2022  
**Fiscal Year (Current):** 2022

## Progress Information

Milestone	Status	Completion Date	Status Detail
<b>Advance Funding Agreement:</b>	Complete	9/17/2019	
<b>Federal Project Authorization:</b>	Complete	12/13/2019	FPAA modified on 12/1/2020 and 4/27/2021
<b>Planning:</b>	Complete		Complete, currently awaiting City of San Marcos approval.
<b>Preliminary Engineering:</b>	NA		
<b>Environmental:</b>	NA		
<b>Right-of-Way Acquisition:</b>	NA		
<b>Plans, Specifications and Estimate:</b>	NA		
<b>Let:</b>	NA		
<b>Construction:</b>	NA		
<b>Implementation (Non-Construction):</b>	NA		
<b>Close-Out:</b>	In Progress		

**Additional Information:**

## Project Information

**MPO ID:** 31-00033-00  
**CSJ:** 0914-22-072  
**Federal ID:** 1902256  
**Project Name:** Western Caldwell County Transportation Study  
**Limits (To):** SH 21  
**Limits (From):** SH 130  
**Description:** Corridor planning, preliminary engineering and schematic development for an east-west connection between SH-130 and SH-21

## Sponsor Information

**Sponsor Agency:** CAMPO  
**Partner Agency:** Caldwell County  
**Project Manager:** Ryan Collins  
**Phone:** (737) 217-8306  
**Email:** ryan.collins@campotexas.org  
**TxDOT Manager:** Diana Schulze  
**Phone:** (512) 308-4468  
**Email:** Diana.Schulze@txdot.gov  
**Project Website:** <https://www.campotexas.org/local-plans-and-studies/wccts/>

## Financial Information

**Funding Call:** Project Call (2019-2022)  
**Award Date:** 5/7/2018  
**Resolution:** 2018-5-7  
**Funding Type:** 7  
**Awarded Phase:** Preliminary Engineering  
**Funding Award:** \$1,725,000.00  
**Appropriations Code:** Z230  
**Obligation Amount:** \$1,370,750.00  
**Fiscal Year (Original):** 2019  
**Fiscal Year (Current):** 2020

## Progress Information

Milestone	Status	Completion Date	Status Detail
<b>Advance Funding Agreement:</b>	Complete	2/11/2019	AFA amended on 7/19/2019
<b>Federal Project Authorization:</b>	Complete	5/19/2019	FPAA modified on 2/2/2021 and 6/2/2021
<b>Planning:</b>	In Progress		Expected completion date of 12/31/2022
<b>Preliminary Engineering:</b>	In Progress		Expected completion date of 4/30/2023 (Previously 12/31/2022). 90% Schematic submitted to TxDOT 10/202
<b>Environmental:</b>	In Progress		Expected completion date of 4/30/2023
<b>Right-of-Way Acquisition:</b>	NA		
<b>Plans, Specifications and Estimate:</b>	NA		
<b>Let:</b>	NA		
<b>Construction:</b>	NA		
<b>Implementation (Non-Construction):</b>	NA		
<b>Close-Out:</b>	Not Started		

**Additional Information:**

## Project Information

**MPO ID:** 71-00009-00  
**CSJ:** 0914-04-321  
**Federal ID:** 2022461  
**Project Name:** North Lamar/Airport Blvd  
**Limits (To):** Airport Blvd  
**Limits (From):** N. Lamar  
**Description:** Grade separation of Metrorail Red Line and N. Lamar Blvd.

## Sponsor Information

**Sponsor Agency:** Capital Metro  
**Partner Agency:** NA  
**Project Manager:** King Kaul  
**Phone:** (512) 541-8428  
**Email:** king.kaul@capmetro.org  
**TxDOT Manager:** Jason Cavness  
**Phone:** (512) 997-2202  
**Email:** Jason.Cavness@txdot.gov  
**Project Website:** <https://www.capmetro.org/project-connect/system-plan/austin-rail-system>

## Financial Information

**Funding Call:** Special Funding Action- November 2021  
**Award Date:** 11/8/2021  
**Resolution:** 2021-11-7  
**Funding Type:** 7  
**Awarded Phase:** Preliminary Engineering  
**Funding Award:** \$4,697,745.00  
**Appropriations Code:** L230, L23E, L23R, M230, M23E, Q230, Z23  
**Obligation Amount:** \$4,697,744.00  
**Fiscal Year (Original):** 2019  
**Fiscal Year (Current):** 2022

## Progress Information

Milestone	Status	Completion Date	Status Detail
<b>Advance Funding Agreement:</b>	Complete	12/20/2021	
<b>Federal Project Authorization:</b>	Complete	1/6/2022	
<b>Planning:</b>	NA		
<b>Preliminary Engineering:</b>	In Progress		Expected completion date of 8/31/2022
<b>Environmental:</b>	In Progress		Expected completion date of 8/31/2022
<b>Right-of-Way Acquisition:</b>	NA		
<b>Plans, Specifications and Estimate:</b>	NA		
<b>Let:</b>	Not Started		
<b>Construction:</b>	Not Started		
<b>Implementation (Non-Construction):</b>	NA		
<b>Close-Out:</b>	Not Started		

**Additional Information:** Refunded in November 2021. Sponsor has not submitted a progress report in two reporting cycles. Potential action to be determined.

## Project Information

**MPO ID:** 51-00224-00  
**CSJ:** 0914-04-313  
**Federal ID:** 2022913  
**Project Name:** Austin to Manor Trail (Phase 2)  
**Limits (To):** Decker and Lindell Lane  
**Limits (From):** Ben E. Fisher Park  
**Description:** 12-foot concrete trail from Lindell Ln to Manor, Texas (approximately 2.9 miles)

## Sponsor Information

**Sponsor Agency:** City of Austin  
**Partner Agency:** Travis County  
**Project Manager:** Shobana Angia  
**Phone:** (512) 974-1581  
**Email:** shobana.angia@austintexas.gov  
**TxDOT Manager:** Susana Ceballos  
**Phone:** (512) 997-2210  
**Email:** Susana.Ceballos@txdot.gov  
**Project Website:** <http://austintexas.gov/page/austin-manor-trail>

## Financial Information

**Funding Call:** Project Call (2019-2022)  
**Award Date:** 5/7/2018  
**Resolution:** 2018-5-7  
**Funding Type:** 9  
**Awarded Phase:** Construction  
**Funding Award:** \$3,773,000.00  
**Appropriations Code:** Z301  
**Obligation Amount:** \$3,773,000.00  
**Fiscal Year (Original):** 2019  
**Fiscal Year (Current):** 2022

## Progress Information

Milestone	Status	Completion Date	Status Detail
<b>Advance Funding Agreement:</b>	Complete	9/6/2019	
<b>Federal Project Authorization:</b>	Complete	6/3/2022	Bids opened on 8/18/22. SLOA with TxDOT concurrence on the low bid.
<b>Planning:</b>	Complete	3/25/2022	
<b>Preliminary Engineering:</b>	Complete	6/5/2022	
<b>Environmental:</b>	Complete	3/25/2022	
<b>Right-of-Way Acquisition:</b>	Complete	3/25/2022	
<b>Plans, Specifications and Estimate:</b>	Complete	3/25/2022	
<b>Let:</b>	Complete	12/14/2022	Construction contract awarded to MAC Inc. Notice to Proceed expected February 2023.
<b>Construction:</b>	Not Started		Expected completion on 2/28/2024
<b>Implementation (Non-Construction):</b>	NA		
<b>Close-Out:</b>	Not Started		

**Additional Information:**

## Project Information

**MPO ID:** 51-00228-00  
**CSJ:** 0914-04-315  
**Federal ID:**  
**Project Name:** Braker Lane  
**Limits (To):** Dawes Place  
**Limits (From):** Samsung Blvd  
**Description:** Extend roadway as a four-lane divided roadway with bicycle and pedestrian facilities

## Sponsor Information

**Sponsor Agency:** City of Austin  
**Partner Agency:** NA  
**Project Manager:** Matt Harold  
**Phone:** (512) 974-2964  
**Email:** Matt.Harold@austintexas.gov  
**TxDOT Manager:** Sonia Mercado  
**Phone:** (512) 997-2212  
**Email:** Sonia.Mercado@txdot.gov  
**Project Website:** <https://capitalprojects.austintexas.gov/projects/7487.002?categoryId=Mobility%2520Infrastructure;Other:&tab=list>

## Financial Information

**Funding Call:** Project Call (2019-2022)  
**Award Date:** 5/7/2018  
**Resolution:** 2018-5-7  
**Funding Type:** 7  
**Awarded Phase:** Construction  
**Funding Award:** \$11,240,000.00  
**Appropriations Code:**  
**Obligation Amount:**  
**Fiscal Year (Original):** 2020  
**Fiscal Year (Current):** 2022

## Progress Information

Milestone	Status	Completion Date	Status Detail
<b>Advance Funding Agreement:</b>	Complete	9/30/2019	
<b>Federal Project Authorization:</b>	Not Started		Expected FPAA date of 4/1/2023 (Previously 10/1/2022)
<b>Planning:</b>	Complete	12/6/2019	
<b>Preliminary Engineering:</b>	Complete	2/6/2020	
<b>Environmental:</b>	In Progress		Expected completion date of 1/1/2023 (Previously 9/30/2022)
<b>Right-of-Way Acquisition:</b>	In Progress		Expected completion date of 4/1/2023 (Previously 10/30/2022)
<b>Plans, Specifications and Estimate:</b>	In Progress		90% design complete; expected completion date of 12/31/2022 (Previously 9/30/2022)
<b>Let:</b>	Not Started		Expected let date of 4/1/2023 (Previously 2/7/2023).
<b>Construction:</b>	Not Started		Expected completion on 8/1/2025
<b>Implementation (Non-Construction):</b>	NA		
<b>Close-Out:</b>	Not Started		Expected completion date of 8/1/2026
<b>Additional Information:</b>	No report received this reporting cycle. Potential action to be determined.		

## Project Information

**MPO ID:** 51-00225-00  
**CSJ:** 0914-05-194  
**Federal ID:** 2020633  
**Project Name:** Lakeline Blvd  
**Limits (To):** Lyndhurst Blvd  
**Limits (From):** Parmer Lane  
**Description:** Add two additional travel lanes and upgrade bicycle facilities and sidewalks

## Sponsor Information

**Sponsor Agency:** City of Austin  
**Partner Agency:** NA  
**Project Manager:** Fernando Cantero  
**Phone:** (956) 334-2295  
**Email:** fernando.cantero@austintexas.gov  
**TxDOT Manager:** John Peters  
**Phone:** (512) 930-6002  
**Email:** John.Peters@txdot.gov  
**Project Website:** NA

## Financial Information

**Funding Call:** Special Funding Action- November 2021  
**Award Date:** 11/8/2021  
**Resolution:** 2021-11-7  
**Funding Type:** 7  
**Awarded Phase:** Preliminary Engineering, Construction  
**Funding Award:** \$2,160,000.00  
**Appropriations Code:** Z230  
**Obligation Amount:** \$2,160,000.00  
**Fiscal Year (Original):** 2019  
**Fiscal Year (Current):** 2022

## Progress Information

Milestone	Status	Completion Date	Status Detail
<b>Advance Funding Agreement:</b>	Complete	6/14/2022	
<b>Federal Project Authorization:</b>	Complete	6/23/2022	
<b>Planning:</b>	NA		
<b>Preliminary Engineering:</b>	In-Progress		Expected completion date of 8/5/2024 (Previously reported 3/1/2023)
<b>Environmental:</b>	In-Progress		Expected completion date of 7/10/2024 (Previously reported 6/1/2023).
<b>Right-of-Way Acquisition:</b>	Not Started		Expected completion date of 7/15/2027 (Previously 6/1/2024) Evaluation of utility relocation 60% Submittal.
<b>Plans, Specifications and Estimate:</b>	Not Started		Expected completion date of 8/15/2024 (Previously 9/1/2023)
<b>Let:</b>	Not Started		Expected let date of 1/15/2025 (Previously 4/1/2024)
<b>Construction:</b>	Not Started		Expected completion on 4/1/2027 (Previously 1/1/2026)
<b>Implementation (Non-Construction):</b>	NA		
<b>Close-Out:</b>	Not Started		Expected completion on 5/15/2027
<b>Additional Information:</b>	Preliminary engineering refunded in November 2021; No report received this reporting cycle. Potential action to be determined.		

## Project Information

**MPO ID:** 51-00226-00  
**CSJ:** 0914-04-319  
**Federal ID:** 2020554  
**Project Name:** Pedestrian Safety and Transit Connections  
**Limits (To):** VA  
**Limits (From):** VA  
**Description:** Construct 10 pedestrian hybrid beacons

## Sponsor Information

**Sponsor Agency:** City of Austin  
**Partner Agency:** Capital Metro  
**Project Manager:** Renee Orr  
**Phone:** (512) 974-5607  
**Email:** renee.orr@austintexas.gov  
**TxDOT Manager:** Sonia Mercado  
**Phone:** (512) 997-2212  
**Email:** Sonia.Mercado@txdot.gov  
**Project Website:** <https://capitalprojects.austintexas.gov/projects/12720.002?categoryId=Mobility%2520Infrastructure;Other:&tab=list>

## Financial Information

**Funding Call:** Project Call (2019-2022)  
**Award Date:** 5/7/2018  
**Resolution:** 2018-5-7  
**Funding Type:** 9  
**Awarded Phase:** Preliminary Engineering, Construction  
**Funding Award:** \$1,167,600.00  
**Appropriations Code:** Z301  
**Obligation Amount:** \$1,128,477.00  
**Fiscal Year (Original):** 2019  
**Fiscal Year (Current):** 2021

## Progress Information

Milestone	Status	Completion Date	Status Detail
<b>Advance Funding Agreement:</b>	Complete	9/27/2019	
<b>Federal Project Authorization:</b>	Complete	10/29/2019	FCAA modified on 9/23/2020 and 9/25/2020
<b>Planning:</b>	Complete	4/30/2020	
<b>Preliminary Engineering:</b>	Complete	5/4/2020	Design complete on 1/3/2023.
<b>Environmental:</b>	Complete	8/11/2020	
<b>Right-of-Way Acquisition:</b>	NA		
<b>Plans, Specifications and Estimate:</b>	Complete	8/23/2021	Bid documents complete on 1/6/2023
<b>Let:</b>	In Progress		Expected let date of 4/13/2023 (Previously 10/6/2022). Currently advertised. Bid opening 2/9/2023.
<b>Construction:</b>	Not Started		Expected completion on 6/2/2024
<b>Implementation (Non-Construction):</b>	NA		
<b>Close-Out:</b>	Not Started		

**Additional Information:** Locations: Red River, Blessing Ave., West Rundburg Lane, Sandshof Dr., South Congress Ave, Burnet. Rd.



## Project Information

**MPO ID:** 51-00227-00  
**CSJ:** 0914-04-317  
**Federal ID:** 2020647  
**Project Name:** Slaughter Lane  
**Limits (To):** N. Mopac Expressway  
**Limits (From):** Brodie Lane  
**Description:** Convert existing four-lane to six-lane divided roadway with shared use path and intersection improvements

## Sponsor Information

**Sponsor Agency:** City of Austin  
**Partner Agency:** NA  
**Project Manager:** Ismael Galvez  
**Phone:** (915) 730-1125  
**Email:** ismael.galvez@austintexas.gov  
**TxDOT Manager:** Tommy Abrego  
**Phone:** (512) 292-2405  
**Email:** Tommy.Abrego@txdot.gov  
**Project Website:** <https://data.austintexas.gov/stories/s/Slaughter-Lane-Corridor/35rd-kzw7>

## Financial Information

**Funding Call:** Project Call (2019-2022)  
**Award Date:** 5/7/2018  
**Resolution:** 2018-5-7  
**Funding Type:** 7  
**Awarded Phase:** Preliminary Engineering, Construction  
**Funding Award:** \$12,581,000.00  
**Appropriations Code:** L230  
**Obligation Amount:** \$400,000.00  
**Fiscal Year (Original):** 2019  
**Fiscal Year (Current):** 2022

## Progress Information

Milestone	Status	Completion Date	Status Detail
<b>Advance Funding Agreement:</b>	Complete	11/1/2019	
<b>Federal Project Authorization:</b>	Complete	12/4/2019	FPAA modified on 9/23/2020
<b>Planning:</b>	NA		
<b>Preliminary Engineering:</b>	Complete	6/3/2022	
<b>Environmental:</b>	In Progress		Expected completion date of 10/16/2022
<b>Right-of-Way Acquisition:</b>	In Progress		Expected completion date of 10/5/2022
<b>Plans, Specifications and Estimate:</b>	Complete	6/27/2022	
<b>Let:</b>	In Progress		Let date delayed from 12/15/2022 to 4/28/2023 due to COA Council Meeting obstacles.
<b>Construction:</b>	Not Started		Expected start on 8/10/2023. See note below. Design changes under review.
<b>Implementation (Non-Construction):</b>	NA		
<b>Close-Out:</b>	Not Started		

**Additional Information:** Obligation amount is currently for PE, Construction funding to be obligated at a later date. Potential design changes under discussion.

## Project Information

**MPO ID:** 71-00011-00  
**CSJ:** 0914-04-320  
**Federal ID:** 2020799  
**Project Name:** Smart Trips  
**Limits (To):** VA  
**Limits (From):** VA  
**Description:** Expand the Smart Trips program to four additional central Austin neighborhoods

## Sponsor Information

**Sponsor Agency:** City of Austin  
**Partner Agency:** Capital Metro  
**Project Manager:** Andrew Aylward  
**Phone:** (512) 974-1150  
**Email:** Shelby.Smith@austintexas.gov  
**TxDOT Manager:** Sara Garza  
**Phone:** (956) 712-7780  
**Email:** Sara.Garza@txdot.gov  
**Project Website:** <https://smartripsaustin.org/>

## Financial Information

**Funding Call:** Project Call (2019-2022)  
**Award Date:** 5/7/2018  
**Resolution:** 2018-5-7  
**Funding Type:** 7  
**Awarded Phase:** Other  
**Funding Award:** \$180,000.00  
**Appropriations Code:** L230  
**Obligation Amount:** \$179,712.00  
**Fiscal Year (Original):** 2019  
**Fiscal Year (Current):** 2020

## Progress Information

Milestone	Status	Completion Date	Status Detail
<b>Advance Funding Agreement:</b>	Complete	1/1/2020	
<b>Federal Project Authorization:</b>	Complete	1/28/2020	FPAA modified on 3/3/2020
<b>Planning:</b>	Complete	9/1/2020	
<b>Preliminary Engineering:</b>	NA		
<b>Environmental:</b>	NA		
<b>Right-of-Way Acquisition:</b>	NA		
<b>Plans, Specifications and Estimate:</b>	NA		
<b>Let:</b>	NA		
<b>Construction:</b>	NA		
<b>Implementation (Non-Construction):</b>	Complete	12/31/2022	
<b>Close-Out:</b>	In Progress		Expected 2/28/2023
<b>Additional Information:</b>	Consultant contract executed on 10/16/2020, Expenditures complete at the end of 2022.		

## Project Information

**MPO ID:** 51-00223-00  
**CSJ:** 0914-04-311  
**Federal ID:** 2021803  
**Project Name:** Violet Crown Trail North  
**Limits (To):** Home Depot Blvd  
**Limits (From):** MoPac Expressway and William Cannon Drive  
**Description:** 1.2 mile 12-foot wide natural composite trail

## Sponsor Information

**Sponsor Agency:** City of Austin  
**Partner Agency:** NA  
**Project Manager:** Javi Gonzalez  
**Phone:** (512) 974-5635  
**Email:** Javi.Gonzalez@austintexas.gov  
**TxDOT Manager:** Tommy Abrego  
**Phone:** (512) 292-2405  
**Email:** Tommy.Abrego@txdot.gov  
**Project Website:** <http://austintexas.gov/page/violet-crown-trail>

## Financial Information

**Funding Call:** Project Call (2019-2022)  
**Award Date:** 5/7/2018  
**Resolution:** 2018-5-7  
**Funding Type:** 9  
**Awarded Phase:** Construction  
**Funding Award:** \$1,177,000.00  
**Appropriations Code:** Z301  
**Obligation Amount:** \$882,474.00  
**Fiscal Year (Original):** 2019  
**Fiscal Year (Current):** 2021

## Progress Information

Milestone	Status	Completion Date	Status Detail
<b>Advance Funding Agreement:</b>	Complete	9/14/2019	
<b>Federal Project Authorization:</b>	Complete	7/6/2021	
<b>Planning:</b>	Complete	5/14/2021	
<b>Preliminary Engineering:</b>	Complete	5/14/2021	
<b>Environmental:</b>	Complete	6/4/2021	
<b>Right-of-Way Acquisition:</b>	NA		
<b>Plans, Specifications and Estimate:</b>	Complete	7/26/2021	
<b>Let:</b>	Complete	8/26/2021	
<b>Construction:</b>	In Progress		Expected completion on 4/27/2023 (Previously 2/28/2023) Change Order.
<b>Implementation (Non-Construction):</b>	NA		
<b>Close-Out:</b>	Not Started		

**Additional Information:**

## Project Information

**MPO ID:** 51-00221-00  
**CSJ:** 0914-04-318  
**Federal ID:** 2020671  
**Project Name:** William Cannon  
**Limits (To):** Running Water Drive  
**Limits (From):** McKinney Falls Pkwy  
**Description:** Convert existing two-lane to four-lane divided roadway with shared use path and intersection improvements

## Sponsor Information

**Sponsor Agency:** City of Austin  
**Partner Agency:** NA  
**Project Manager:** Allen Crozier  
**Phone:** (512) 461-5498  
**Email:** allen.crozier@austintexas.gov  
**TxDOT Manager:** Tommy Abrego  
**Phone:** (512) 292-2405  
**Email:** Tommy.Abrego@txdot.gov  
**Project Website:** <https://data.austintexas.gov/stories/s/William-Cannon-Corridor/njh3-ee8j/>

## Financial Information

**Funding Call:** Project Call (2019-2022)  
**Award Date:** 5/7/2018  
**Resolution:** 2018-5-7  
**Funding Type:** 7  
**Awarded Phase:** Preliminary Engineering, Construction  
**Funding Award:** \$11,750,000.00  
**Appropriations Code:** L230  
**Obligation Amount:** \$11,550,000.00  
**Fiscal Year (Original):** 2019  
**Fiscal Year (Current):** 2021

## Progress Information

Milestone	Status	Completion Date	Status Detail
<b>Advance Funding Agreement:</b>	Complete	10/31/2019	
<b>Federal Project Authorization:</b>	Complete	12/5/2019	FCAA modified on 9/23/2020. FCAA for Construction issued 4/13/22
<b>Planning:</b>	NA		
<b>Preliminary Engineering:</b>	Complete	5/1/2019	
<b>Environmental:</b>	Complete	10/15/2021	
<b>Right-of-Way Acquisition:</b>	NA		
<b>Plans, Specifications and Estimate:</b>	Complete	5/13/2022	
<b>Let:</b>	Complete	12/6/2022	Construction contract awarded by City Council on 12/6/2022
<b>Construction:</b>	Not Started		Expected completion on 8/8/2025
<b>Implementation (Non-Construction):</b>	NA		
<b>Close-Out:</b>	Not Started		

**Additional Information:** Obligation amount is currently for PE, Construction funding to be obligated at a later date

## Project Information

**MPO ID:** 12-00002-00  
**CSJ:** 0914-18-113  
**Federal ID:** 2021285  
**Project Name:** River Loop Shared Use Path  
**Limits (To):** Old Austin Highway  
**Limits (From):** Walnut Street  
**Description:** Complete 1.8 mile 'River Loop' shared-use path

## Sponsor Information

**Sponsor Agency:** City of Bastrop  
**Partner Agency:** NA  
**Project Manager:** Tony Buonodono  
**Phone:** (512) 332-8800  
**Email:** tbuonodono@cityofbastrop.org  
**TxDOT Manager:** Diana Schulze  
**Phone:** (512) 308-4468  
**Email:** Diana.Schulze@txdot.gov  
**Project Website:** NA

## Financial Information

**Funding Call:** Project Call (2019-2022)  
**Award Date:** 5/7/2018  
**Resolution:** 2018-5-7  
**Funding Type:** 7  
**Awarded Phase:** Construction  
**Funding Award:** \$475,200.00  
**Appropriations Code:** L230  
**Obligation Amount:** \$268,481.00  
**Fiscal Year (Original):** 2019  
**Fiscal Year (Current):** 2019

## Progress Information

Milestone	Status	Completion Date	Status Detail
<b>Advance Funding Agreement:</b>	Complete	2/17/2021	AFA amended on 10/1/2021
<b>Federal Project Authorization:</b>	Complete	5/5/2021	
<b>Planning:</b>	Complete	9/24/2020	
<b>Preliminary Engineering:</b>	Complete	3/26/2021	Previously reported completion date is 2/14/2021
<b>Environmental:</b>	Complete	10/1/2019	Previously reported completion date is 3/12/2021 (Follow Up)
<b>Right-of-Way Acquisition:</b>	NA		
<b>Plans, Specifications and Estimate:</b>	Complete	3/26/2021	Previously reported completion date of 4/29/2021
<b>Let:</b>	Complete	6/24/2021	Previously reported Let date of 5/19/2021
<b>Construction:</b>	In Progress		Expected completion on 11/1/2022 (Previously 7/29/2022)
<b>Implementation (Non-Construction):</b>	NA		
<b>Close-Out:</b>	In-Progress		Expected date of 11/1/2022
<b>Additional Information:</b>	No report received this reporting cycle. Potential action to be determined.		

## Project Information

**MPO ID:** 41-00188-00  
**CSJ:** 1776-02-020  
**Federal ID:** 2023032  
**Project Name:** FM 2001  
**Limits (To):** Overpass Road/FM 2001  
**Limits (From):** FM 119/Old Goforth Road  
**Description:** Construct a 10' wide multi-use path for pedestrian and bicycle traffic along the east side of FM 2001 and Overpass Road

## Sponsor Information

**Sponsor Agency:** City of Buda  
**Partner Agency:** NA  
**Project Manager:** John Nett  
**Phone:** (512) 523-1025  
**Email:** jnett@ci.buda.tx.us  
**TxDOT Manager:** Jerry Boado  
**Phone:** (512) 282-2113  
**Email:** Jerry.Boado@txdot.gov  
**Project Website:** <https://www.ci.buda.tx.us/Blog.aspx?IID=104>

## Financial Information

**Funding Call:** Project Call (2019-2022)  
**Award Date:** 5/7/2018  
**Resolution:** 2018-5-7  
**Funding Type:** 9  
**Awarded Phase:** Preliminary Engineering, Construction  
**Funding Award:** \$400,000.00  
**Appropriations Code:** Z3E1  
**Obligation Amount:** \$304,683.90  
**Fiscal Year (Original):** 2020  
**Fiscal Year (Current):** 2022

## Progress Information

Milestone	Status	Completion Date	Status Detail
<b>Advance Funding Agreement:</b>	Complete	4/15/2022	
<b>Federal Project Authorization:</b>	Complete	8/17/2022	TXDOT Austin District completed review.
<b>Planning:</b>	Complete	1/20/2021	
<b>Preliminary Engineering:</b>	Complete	8/31/2021	
<b>Environmental:</b>	Complete	5/11/2022	
<b>Right-of-Way Acquisition:</b>	Complete	1/6/2022	Project was realigned to avoid utility conflicts. No additional ROW needed.
<b>Plans, Specifications and Estimate:</b>	Complete	6/30/2022	
<b>Let:</b>	Complete	9/29/2022	Bid award presented for Buda City Council approval on 10/18/22.
<b>Construction:</b>	Not Started		Expected completion on 3/2/2023
<b>Implementation (Non-Construction):</b>	NA		
<b>Close-Out:</b>	Not Started		
<b>Additional Information:</b>	No report received this reporting cycle. Potential action to be determined.		

## Project Information

**MPO ID:** 62-00004-00  
**CSJ:** 0914-05-198  
**Federal ID:** 2022912  
**Project Name:** Brushy Creek North Fork Trail  
**Limits (To):** Parmer Lane  
**Limits (From):** Brush Creek Road  
**Description:** Construct 3-mile shared-use path along Brushy Creek North Fork

## Sponsor Information

**Sponsor Agency:** City of Cedar Park  
**Partner Agency:** NA  
**Project Manager:** Marisa McKnight  
**Phone:** (512) 401-5064  
**Email:** marisa.mcknight@cedarparktexas.gov  
**TxDOT Manager:** Kyle Russell  
**Phone:** (512) 930-6003  
**Email:** Kyle.Russell@txdot.gov  
**Project Website:** <https://www.cedarparktexas.gov/departments/engineering/city-project-updates>

## Financial Information

**Funding Call:** Project Call (2019-2022)  
**Award Date:** 5/7/2018  
**Resolution:** 2018-5-7  
**Funding Type:** 9  
**Awarded Phase:** Construction  
**Funding Award:** \$2,672,408.00  
**Appropriations Code:** M301, Z301, Z3E1  
**Obligation Amount:** \$2,672,408.00  
**Fiscal Year (Original):** 2021  
**Fiscal Year (Current):** 2022

## Progress Information

Milestone	Status	Completion Date	Status Detail
<b>Advance Funding Agreement:</b>	Complete	6/27/2019	
<b>Federal Project Authorization:</b>	Complete	7/6/2022	
<b>Planning:</b>	Complete	8/15/2022	
<b>Preliminary Engineering:</b>	Complete	8/15/2022	
<b>Environmental:</b>	Complete	8/26/2022	
<b>Right-of-Way Acquisition:</b>	In Progress		Expected completion date of 12/1/2023 (Previsouly 1/30/2023)
<b>Plans, Specifications and Estimate:</b>	Complete	8/26/2022	
<b>Let:</b>	Complete	8/26/2022	Contract Awarded
<b>Construction:</b>	In Progress		Expected completion on 12/1/2023
<b>Implementation (Non-Construction):</b>	NA		
<b>Close-Out:</b>	Not Started		Expected 3/31/2024

**Additional Information:**

## Project Information

**MPO ID:** 61-00129-00  
**CSJ:** 0914-05-200  
**Federal ID:** 2020567  
**Project Name:** Williams Drive  
**Limits (To):** Jim Hogg Dr  
**Limits (From):** Austin Avenue  
**Description:** Access Management

## Sponsor Information

**Sponsor Agency:** City of Georgetown  
**Partner Agency:** NA  
**Project Manager:** Nathaniel Waggoner  
**Phone:** (512) 930-6576  
**Email:** nat.waggoner@georgetown.org  
**TxDOT Manager:** John Peters  
**Phone:** (512) 930-6002  
**Email:** John.Peters@txdot.gov  
**Project Website:** <https://transportation.georgetown.org/williams-drive/>

## Financial Information

**Funding Call:** Project Call (2019-2022)  
**Award Date:** 5/7/2018  
**Resolution:** 2018-5-7  
**Funding Type:** 7  
**Awarded Phase:** Preliminary Engineering, Construction  
**Funding Award:** \$1,380,000.00  
**Appropriations Code:** Z230  
**Obligation Amount:** \$150,000.00  
**Fiscal Year (Original):** 2019  
**Fiscal Year (Current):** 2020

## Progress Information

Milestone	Status	Completion Date	Status Detail
<b>Advance Funding Agreement:</b>	Complete	7/17/2019	
<b>Federal Project Authorization:</b>	Complete	11/1/2019	FPAA modified on 11/24/2020
<b>Planning:</b>	In Progress		Expected completion date of 10/17/2023 (Previously 12/31/2022, 10/30/2022)
<b>Preliminary Engineering:</b>	Not Started		Expected completion date of 10/30/2023 (CSJ 0914-05-201/202)
<b>Environmental:</b>	Not Started		Expected completion date of 6/19/2024 (Previously 10/30/2023)(CSJ 0914-05-201/202)
<b>Right-of-Way Acquisition:</b>	Not Started		Expected completion date of 6/19/2024 (Previously 10/30/2023)(CSJ 0914-05-201/202)
<b>Plans, Specifications and Estimate:</b>	Not Started		Expected completion date of 6/19/2024 (Previously 10/30/2023)(CSJ 0914-05-201/202)
<b>Let:</b>	Not Started		Expected let date 6/25/2024 (Previously 3/30/2024)
<b>Construction:</b>	In Progress		CSJ 0914-05-200 is complete. CSJ 0914-05-201/202 expected 6/25/2025
<b>Implementation (Non-Construction):</b>	NA		
<b>Close-Out:</b>	Not Started		CSJ 0914-05-200 close out 2/28/2023. CSJ 0914-05-201/202 expected 2026.
<b>Additional Information:</b>	Split into three smaller projects; Extension project is under construction and Access Management Design Contract is to be awarded by 12/31/2022.		



## Project Information

**MPO ID:** 61-00132-00  
**CSJ:** 0914-05-196  
**Federal ID:** 2021685  
**Project Name:** Gattis School Road, Seg. 6  
**Limits (To):** Sonoma Trail  
**Limits (From):** Red Bud Lane  
**Description:** Widen from four to six-lanes including intersection improvements, raised median and turn-lanes

## Sponsor Information

**Sponsor Agency:** City of Round Rock  
**Partner Agency:** NA  
**Project Manager:** Gerald Pohlmeier  
**Phone:** (512) 218-5589  
**Email:** gpohlmeier@roundrocktexas.gov  
**TxDOT Manager:** Kyle Russell  
**Phone:** (512) 930-6003  
**Email:** Kyle.Russell@txdot.gov  
**Project Website:** <https://www.roundrocktexas.gov/transport-projects/gattis-school-road-segment-6/>

## Financial Information

**Funding Call:** Project Call (2019-2022)  
**Award Date:** 5/7/2018  
**Resolution:** 2018-5-7  
**Funding Type:** 7  
**Awarded Phase:** Construction  
**Funding Award:** \$9,100,000.00  
**Appropriations Code:** Z230  
**Obligation Amount:** \$9,100,000.00  
**Fiscal Year (Original):** 2020  
**Fiscal Year (Current):** 2020

## Progress Information

Milestone	Status	Completion Date	Status Detail
<b>Advance Funding Agreement:</b>	Complete	5/7/2019	
<b>Federal Project Authorization:</b>	Complete	7/1/2021	
<b>Planning:</b>	Complete	5/1/2019	
<b>Preliminary Engineering:</b>	Complete	8/1/2019	
<b>Environmental:</b>	Complete	10/10/2020	
<b>Right-of-Way Acquisition:</b>	Complete	7/1/2021	
<b>Plans, Specifications and Estimate:</b>	Complete	6/1/2021	
<b>Let:</b>	Complete	4/26/2022	
<b>Construction:</b>	Not Started		Expected completion on 1/1/2024 (Previously 11/1/2022) 6-month delay for utility relocations.
<b>Implementation (Non-Construction):</b>	NA		
<b>Close-Out:</b>	Not Started		
<b>Additional Information:</b>	Utility relocation in progress causing minor delays. Contractor eager to get started.		

## Project Information

**MPO ID:** 61-00131-00  
**CSJ:** 0914-05-195  
**Federal ID:** 2021745  
**Project Name:** Kenney Fort Blvd, Seg. 2. 3  
**Limits (To):** Forest Creek Drive  
**Limits (From):** SH 45 North  
**Description:** Construction of a limited access six-lane divided major arterial with shared use path

## Sponsor Information

**Sponsor Agency:** City of Round Rock  
**Partner Agency:** Williamson County  
**Project Manager:** Gerald Pohlmeier  
**Phone:** (512) 218-5589  
**Email:** gpohlmeier@roundrocktexas.gov  
**TxDOT Manager:** Kyle Russell  
**Phone:** (512) 930-6003  
**Email:** Kyle.Russell@txdot.gov  
**Project Website:** <https://www.roundrocktexas.gov/transport-projects/kenney-fort-boulevard-segments-2-3/>

## Financial Information

**Funding Call:** Project Call (2019-2022)  
**Award Date:** 5/7/2018  
**Resolution:** 2018-5-7  
**Funding Type:** 7  
**Awarded Phase:** Construction  
**Funding Award:** \$12,250,000.00  
**Appropriations Code:** Z230, Z24E  
**Obligation Amount:** \$12,250,000.00  
**Fiscal Year (Original):** 2019  
**Fiscal Year (Current):** 2019

## Progress Information

Milestone	Status	Completion Date	Status Detail
<b>Advance Funding Agreement:</b>	Complete	5/7/2019	
<b>Federal Project Authorization:</b>	Complete	7/2/2021	
<b>Planning:</b>	Complete	4/1/2018	
<b>Preliminary Engineering:</b>	Complete	1/1/2020	
<b>Environmental:</b>	Complete	5/21/2021	
<b>Right-of-Way Acquisition:</b>	Complete	5/13/2021	
<b>Plans, Specifications and Estimate:</b>	Complete	5/25/2021	
<b>Let:</b>	Complete	7/27/2021	
<b>Construction:</b>	In Progress		Expected completion on 6/15/2023 (Previously 5/1/2023). 52% Complete and on schedule.
<b>Implementation (Non-Construction):</b>	NA		
<b>Close-Out:</b>	Not Started		Expected completion of 1/16/2024.
<b>Additional Information:</b>	Utilities/Culverts placed. Lime treatment for subgrade. Soundwall, erosion control, and right turnlanes installed.		

## Project Information

**MPO ID:** 61-00130-00  
**CSJ:** 0914-05-193  
**Federal ID:** 2021278  
**Project Name:** University Boulevard  
**Limits (To):** A.W. Grimes (FM 1460)  
**Limits (From):** Co. Rd. 110  
**Description:** Reconstruct two-lane facility with shoulders to four-lane divided roadway with left-turn lanes

## Sponsor Information

**Sponsor Agency:** City of Round Rock  
**Partner Agency:** Williamson County  
**Project Manager:** Gerald Pohlmeier  
**Phone:** (512) 218-5589  
**Email:** gpohlmeier@roundrocktexas.gov  
**TxDOT Manager:** Kyle Russell  
**Phone:** (512) 930-6003  
**Email:** Kyle.Russell@txdot.gov  
**Project Website:** <https://www.roundrocktexas.gov/transport-projects/university-boulevard-expansion-a-w-grimes-to-sh-130/>

## Financial Information

**Funding Call:** Project Call (2019-2022)  
**Award Date:** 5/7/2018  
**Resolution:** 2018-5-7  
**Funding Type:** 7  
**Awarded Phase:** Construction  
**Funding Award:** \$6,300,000.00  
**Appropriations Code:** Z230, Z240  
**Obligation Amount:** \$6,300,000.00  
**Fiscal Year (Original):** 2019  
**Fiscal Year (Current):** 2021

## Progress Information

Milestone	Status	Completion Date	Status Detail
<b>Advance Funding Agreement:</b>	Complete	5/7/2019	
<b>Federal Project Authorization:</b>	Complete	9/25/2020	
<b>Planning:</b>	Complete	10/1/2019	
<b>Preliminary Engineering:</b>	Complete	1/1/2020	
<b>Environmental:</b>	Complete	6/1/2020	
<b>Right-of-Way Acquisition:</b>	Complete	1/1/2020	
<b>Plans, Specifications and Estimate:</b>	Complete	10/10/2020	
<b>Let:</b>	Complete	12/2/2020	
<b>Construction:</b>	In Progress		Expected completion on 3/30/2023 (Previously 11/30/2022). Contractor behind schedule.
<b>Implementation (Non-Construction):</b>	NA		
<b>Close-Out:</b>	Not Started		
<b>Additional Information:</b>	Contractor is 64% complete. Schedule slip from material cost impacts. WB lanes are nearing completion, signal work in progress.		

## Project Information

**MPO ID:** 41-00016-00  
**CSJ:** 0914-33-075  
**Federal ID:** 1802394  
**Project Name:** Hopkins Bike/Ped Facility  
**Limits (To):** CM Allen Pkwy  
**Limits (From):** Thorpe Rd  
**Description:** Construct multi-use bike/ped facility

## Sponsor Information

**Sponsor Agency:** City of San Marcos  
**Partner Agency:** NA  
**Project Manager:** Shaun Condor  
**Phone:** (512) 393-8134  
**Email:** scondor@sanmarcostx.gov  
**TxDOT Manager:** Willie Semora  
**Phone:** (512) 292-2401  
**Email:** William.Semora@txdot.gov  
**Project Website:** <http://www.sanmarcostx.gov/3293/About-the-Project>

## Financial Information

**Funding Call:** 2015-2019 Call for Projects  
**Award Date:** 11/10/2014  
**Resolution:** 2014-11-4  
**Funding Type:** 7  
**Awarded Phase:** Construction  
**Funding Award:** \$2,500,000.00  
**Appropriations Code:** M23E  
**Obligation Amount:** \$1,984,214.00  
**Fiscal Year (Original):** 2019  
**Fiscal Year (Current):** 2020

## Progress Information

Milestone	Status	Completion Date	Status Detail
<b>Advance Funding Agreement:</b>	Complete	8/8/2016	AFA amended on 7/19/2017
<b>Federal Project Authorization:</b>	Complete	4/13/2018	FPAA modified on 6/23/2020, 9/25/2020 and 5/17/2021
<b>Planning:</b>	Complete	10/30/2018	
<b>Preliminary Engineering:</b>	Complete	12/1/2019	
<b>Environmental:</b>	Complete	12/1/2019	
<b>Right-of-Way Acquisition:</b>	Complete	6/11/2020	
<b>Plans, Specifications and Estimate:</b>	Complete	5/18/2020	
<b>Let:</b>	Complete	10/15/2020	
<b>Construction:</b>	Complete	4/18/2022	
<b>Implementation (Non-Construction):</b>	NA		
<b>Close-Out:</b>	Complete	9/20/2022	Final payment to the City received 9/20/2022.

**Additional Information:**

## Project Information

**MPO ID:** 41-00015-00  
**CSJ:** 0914-33-074  
**Federal ID:** 2019755  
**Project Name:** Hopkins Street Reconstruction  
**Limits (To):** Moore Street  
**Limits (From):** Bishop Street  
**Description:** Reconstruct street, multi-use path and sidewalks

## Sponsor Information

**Sponsor Agency:** City of San Marcos  
**Partner Agency:** NA  
**Project Manager:** Richard Reynosa  
**Phone:** (512) 393-8130  
**Email:** rreynosa@sanmarcostx.gov  
**TxDOT Manager:** Willie Semora  
**Phone:** (512) 292-2401  
**Email:** William.Semora@txdot.gov  
**Project Website:** <https://www.sanmarcostx.gov/3037/About-the-Project>

## Financial Information

**Funding Call:** 2015-2019 Call for Projects  
**Award Date:** 11/10/2014  
**Resolution:** 2014-11-4  
**Funding Type:** 7  
**Awarded Phase:** Construction  
**Funding Award:** \$2,400,000.00  
**Appropriations Code:** Z230  
**Obligation Amount:** \$2,400,000.00  
**Fiscal Year (Original):** 2019  
**Fiscal Year (Current):** 2020

## Progress Information

Milestone	Status	Completion Date	Status Detail
<b>Advance Funding Agreement:</b>	Complete	8/16/2016	
<b>Federal Project Authorization:</b>	Complete	9/17/2019	FPAA modified on 9/21/2020 and 3/25/2021
<b>Planning:</b>	Complete	2/13/2016	
<b>Preliminary Engineering:</b>	Complete	2/13/2016	
<b>Environmental:</b>	Complete	3/28/2018	
<b>Right-of-Way Acquisition:</b>	Complete	8/18/2017	
<b>Plans, Specifications and Estimate:</b>	Complete	3/28/2018	
<b>Let:</b>	Complete	10/31/2019	
<b>Construction:</b>	Complete	11/30/2022	
<b>Implementation (Non-Construction):</b>	NA		
<b>Close-Out:</b>	In Progress		Expected 4/30/2023

**Additional Information:**

## Project Information

**MPO ID:** 41-00196-00  
**CSJ:** 0914-33-076  
**Federal ID:**  
**Project Name:** FM 150  
**Limits (To):** Burleson Street  
**Limits (From):** Kohlers Crossing  
**Description:** Relocation of the UP Rail-Siding in downtown Kyle where it crosses FM 150 to north of FM 1626

## Sponsor Information

**Sponsor Agency:** Hays County  
**Partner Agency:** City of Kyle  
**Project Manager:** Jerry Borcharding  
**Phone:** (512) 393-7385  
**Email:** jerry@co.hays.tx.us  
**TxDOT Manager:** Tommy Abrego  
**Phone:** (512) 292-2405  
**Email:** Tommy.Abrego@txdot.gov  
**Project Website:** <https://hayscountytexas.com/residents/transportation-projects/road-projects/>

## Financial Information

**Funding Call:** Project Call (2019-2022)  
**Award Date:** 5/7/2018  
**Resolution:** 2018-5-7  
**Funding Type:** 7  
**Awarded Phase:** Preliminary Engineering,ROW,Construction  
**Funding Award:** \$15,209,034.00  
**Appropriations Code:**  
**Obligation Amount:**  
**Fiscal Year (Original):** 2020  
**Fiscal Year (Current):** 2024

## Progress Information

Milestone	Status	Completion Date	Status Detail
<b>Advance Funding Agreement:</b>	Complete	7/28/2021	AFA Amendment 1 Executed 06/20/22: Authorization to expend ROW funding.
<b>Federal Project Authorization:</b>	Complete	6/10/2022	
<b>Planning:</b>	Complete	10/1/2021	
<b>Preliminary Engineering:</b>	Complete	10/1/2021	
<b>Environmental:</b>	Complete	10/1/2021	
<b>Right-of-Way Acquisition:</b>	In Progress		Expected completion date of 12/31/2023 (Previous 12/31/2022) UP Diagnostic Review Meeting on 3/8/2023.
<b>Plans, Specifications and Estimate:</b>	In Progress		Expected completion date of 04/30/2023 (Previous was 10/31/2022). 90% TxDOT Plan Review 05/20/22.
<b>Let:</b>	Not Started		Expected Let Date of 6/1/2024 (Previously 12/31/2024, 12/31/2023)
<b>Construction:</b>	Not Started		Expected completion on 12/31/2024
<b>Implementation (Non-Construction):</b>	NA		
<b>Close-Out:</b>	Not Started		
<b>Additional Information:</b>	90% plans submitted to TxDOT. UP will complete ROW acquisition. Construction and Maintenance agreement with UP to be discussed on 3/8/2023.		

## Project Information

**MPO ID:** 41-00195-00  
**CSJ:** 1776-02-018  
**Federal ID:**  
**Project Name:** FM 2001  
**Limits (To):** Existing FM 2001  
**Limits (From):** Graef Road  
**Description:** Construct new location 2-lane roadway with shoulders

## Sponsor Information

**Sponsor Agency:** Hays County  
**Partner Agency:** NA  
**Project Manager:** Jerry Borcharding/Erica Ortiz  
**Phone:** (512) 393-7385/(512)619-2216  
**Email:** jerry@co.hays.tx.us/eroritz@hntb.com  
**TxDOT Manager:** Willie Semora  
**Phone:** (512) 292-2401  
**Email:** William.Semora@txdot.gov  
**Project Website:**

## Financial Information

**Funding Call:** Special Funding Action- November 2021  
**Award Date:** 11/8/2021  
**Resolution:** 2021-11-7  
**Funding Type:** 7  
**Awarded Phase:** Construction  
**Funding Award:** \$5,808,000.00  
**Appropriations Code:**  
**Obligation Amount:**  
**Fiscal Year (Original):** 2019  
**Fiscal Year (Current):** 2023

## Progress Information

Milestone	Status	Completion Date	Status Detail
<b>Advance Funding Agreement:</b>	In Progress		Expected completion date of 12/31/2023
<b>Federal Project Authorization:</b>	Not Started		Expected completion date of 6/1/2024 (TxDOT will move forward once construction funding is identified)
<b>Planning:</b>	Complete	5/24/2020	
<b>Preliminary Engineering:</b>	Complete	3/24/2020	
<b>Environmental:</b>	Complete	1/24/2021	
<b>Right-of-Way Acquisition:</b>	In Progress		Expected completion date of 4/30/2024 (Previously 11/30/20, 10/31/2023). Parcel and utility relocation under
<b>Plans, Specifications and Estimate:</b>	In Progress		Expected completion date of 1/31/2024.
<b>Let:</b>	Not Started		Expected let date of 6/1/2024. Estimated date based on potential future funding.
<b>Construction:</b>	Not Started		Expected completion on 6/1/2024
<b>Implementation (Non-Construction):</b>	NA		
<b>Close-Out:</b>	Not Started		Expected completion date of 8/1/2024.
<b>Additional Information:</b>	Refunded in November 2021		

## Project Information

**MPO ID:** 41-00194-00  
**CSJ:** 0987-03-012  
**Federal ID:** 2021806  
**Project Name:** FM 621  
**Limits (To):** De Zavala Drive  
**Limits (From):** CR 266/ Old Bastrop Hwy  
**Description:** Widen roadway with center turn lane

## Sponsor Information

**Sponsor Agency:** Hays County  
**Partner Agency:** NA  
**Project Manager:** Jerry Borcharding  
**Phone:** (512) 393-7385  
**Email:** jerry@co.hays.tx.us  
**TxDOT Manager:** Tommy Abrego  
**Phone:** (512) 292-2405  
**Email:** Tommy.Abrego@txdot.gov  
**Project Website:** <https://hayscountytexas.com/residents/transportation-projects/road-projects/>

## Financial Information

**Funding Call:** Project Call (2019-2022)  
**Award Date:** 5/7/2018  
**Resolution:** 2018-5-7  
**Funding Type:** 7  
**Awarded Phase:** Construction  
**Funding Award:** \$4,080,000.00  
**Appropriations Code:** Z230, Z24E  
**Obligation Amount:** \$2,615,820.00  
**Fiscal Year (Original):** 2019  
**Fiscal Year (Current):** 2019

## Progress Information

Milestone	Status	Completion Date	Status Detail
<b>Advance Funding Agreement:</b>	Complete	4/2/2020	AFA Amendment #2 approved by both TxDOT and Hays County
<b>Federal Project Authorization:</b>	Complete	7/7/2021	
<b>Planning:</b>	Complete	10/1/2019	
<b>Preliminary Engineering:</b>	Complete	10/1/2019	
<b>Environmental:</b>	Complete	10/7/2021	
<b>Right-of-Way Acquisition:</b>	In Progress		Expected completion 6/30/2023 (Previously 5/30/2023) Phase 2: Remaining parcels close 2/2023. Utility Dela
<b>Plans, Specifications and Estimate:</b>	Complete	4/23/2021	
<b>Let:</b>	Complete	8/4/2021	CSJ 0987-03-012 was let in 8/2021; CSJs (0987-03-011, 0987-03-014, 0914-33-0985) let in 8/2022.
<b>Construction:</b>	In Progress		Phase 1 - Construction in Progress, Final paving wont happen until 4/2023. Phase 2 starts in 4/2023
<b>Implementation (Non-Construction):</b>	NA		
<b>Close-Out:</b>	Not Started		

**Additional Information:** Two Phase Project. Phase 1 awarded on 8/4/2021. Phase 2 awarded on 8/4/2022. Subject to 180 construction delay will Let 4/2023.



## Project Information

**MPO ID:** 41-00005-00  
**CSJ:** 0285-03-059, 0805-04-030  
**Federal ID:** 2022475  
**Project Name:** RM 12/FM 3237  
**Limits (To):** RM 12 at FM 3237  
**Limits (From):** NA  
**Description:** Intersection improvements including turn lanes and pedestrian crossings

## Sponsor Information

**Sponsor Agency:** Hays County  
**Partner Agency:** NA  
**Project Manager:** Jerry Borcharding/Antonio Rodriguez  
**Phone:** (512) 393-7385/(512) 800-0382  
**Email:** jerry@co.hays.tx.us/anrodriguez@hntb.com  
**TxDOT Manager:** Willie Semora  
**Phone:** (512) 292-2401  
**Email:** William.Semora@txdot.gov  
**Project Website:** <https://hayscountytexas.com/residents/transportation-projects/road-projects/>

## Financial Information

**Funding Call:** Special Funding Action- November 2021  
**Award Date:** 11/8/2021  
**Resolution:** 2021-11-7  
**Funding Type:** 7  
**Awarded Phase:** Construction  
**Funding Award:** \$400,000.00  
**Appropriations Code:** L230, Z230, Z24E  
**Obligation Amount:** \$874,728.80  
**Fiscal Year (Original):** 2015  
**Fiscal Year (Current):** 2022

## Progress Information

Milestone	Status	Completion Date	Status Detail
<b>Advance Funding Agreement:</b>	Complete	11/11/2022	Previous AFA completed on 7/19/2016.
<b>Federal Project Authorization:</b>	Complete	3/2/2022	
<b>Planning:</b>	NA		
<b>Preliminary Engineering:</b>	NA		
<b>Environmental:</b>	Complete	4/30/2021	
<b>Right-of-Way Acquisition:</b>	Complete	7/22/2021	Previously reported 8/30/2021
<b>Plans, Specifications and Estimate:</b>	Complete	3/2/2022	
<b>Let:</b>	In Progress		Expected let date of 1/26/2023. Project advertised on 1/5/2023.
<b>Construction:</b>	Not Started		Expected completion on 12/29/2023 (Previously 8/31/2023)
<b>Implementation (Non-Construction):</b>	NA		
<b>Close-Out:</b>	Not Started		Expected completion 1/31/2024
<b>Additional Information:</b>	Refunded in November 2021; Will be re-advertised in December 2022		

## Project Information

**MPO ID:** 41-00190-00  
**CSJ:** 1776-01-037  
**Federal ID:** 2021809  
**Project Name:** RM 967  
**Limits (To):** FM 1626  
**Limits (From):** Oak Forest Drive  
**Description:** Widen roadway with center turn lane

## Sponsor Information

**Sponsor Agency:** Hays County  
**Partner Agency:** NA  
**Project Manager:** Jerry Borcharding  
**Phone:** (512) 393-7385  
**Email:** jerry@co.hays.tx.us  
**TxDOT Manager:** Tommy Abrego  
**Phone:** (512) 292-2405  
**Email:** Tommy.Abrego@txdot.gov  
**Project Website:** <https://hayscountytexas.com/residents/transportation-projects/road-projects/>

## Financial Information

**Funding Call:** Project Call (2019-2022)  
**Award Date:** 5/7/2018  
**Resolution:** 2018-5-7  
**Funding Type:** 7  
**Awarded Phase:** Construction  
**Funding Award:** \$4,252,000.00  
**Appropriations Code:** Z230, Z24E  
**Obligation Amount:** \$4,252,000.00  
**Fiscal Year (Original):** 2019  
**Fiscal Year (Current):** 2021

## Progress Information

Milestone	Status	Completion Date	Status Detail
<b>Advance Funding Agreement:</b>	Complete	4/2/2020	
<b>Federal Project Authorization:</b>	Complete	7/8/2021	
<b>Planning:</b>	Complete	11/1/2019	
<b>Preliminary Engineering:</b>	Complete	11/1/2019	
<b>Environmental:</b>	Complete	7/22/2021	
<b>Right-of-Way Acquisition:</b>	Complete	3/1/2022	
<b>Plans, Specifications and Estimate:</b>	Complete	4/23/2021	
<b>Let:</b>	Complete	8/15/2021	
<b>Construction:</b>	Complete	12/31/2022	
<b>Implementation (Non-Construction):</b>	NA		
<b>Close-Out:</b>	In-Progress		Expected completion 1/31/2023
<b>Additional Information:</b>	Associated with CSJ 1776-01-036		

## Project Information

**MPO ID:** 41-00040-00  
**CSJ:** 0286-01-057  
**Federal ID:** 2022440  
**Project Name:** SH 80  
**Limits (To):** West of Old Bastrop Hwy (CR 266)  
**Limits (From):** East of Old Bastrop Hwy (CR 266)  
**Description:** Construct center left-turn lanes

## Sponsor Information

**Sponsor Agency:** Hays County  
**Partner Agency:** NA  
**Project Manager:** Jerry Borcharding  
**Phone:** (512) 393-7385  
**Email:** jerry@co.hays.tx.us  
**TxDOT Manager:** Demissie Sema  
**Phone:** (512) 832-7195  
**Email:** Demissie.Sema@txdot.gov  
**Project Website:** <https://hayscountytexas.com/residents/transportation-projects/road-projects/>

## Financial Information

**Funding Call:** 2015-2019 Call for Projects  
**Award Date:** 11/10/2014  
**Resolution:** 2014-11-4  
**Funding Type:** 7  
**Awarded Phase:** Construction  
**Funding Award:** \$1,200,000.00  
**Appropriations Code:** Y240  
**Obligation Amount:** \$5,812,002.00  
**Fiscal Year (Original):** 2014  
**Fiscal Year (Current):** 2022

## Progress Information

Milestone	Status	Completion Date	Status Detail
<b>Advance Funding Agreement:</b>	Complete	11/15/2016	AFA amended on 2/20/2019
<b>Federal Project Authorization:</b>	Complete	3/9/2022	
<b>Planning:</b>	Complete	9/2/2019	
<b>Preliminary Engineering:</b>	NA		
<b>Environmental:</b>	Complete	3/9/2022	
<b>Right-of-Way Acquisition:</b>	Complete	9/23/2021	
<b>Plans, Specifications and Estimate:</b>	Complete	3/9/2022	
<b>Let:</b>	Complete	4/20/2022	
<b>Construction:</b>	In Progress		Expected completion on 8/15/2023
<b>Implementation (Non-Construction):</b>	NA		
<b>Close-Out:</b>	Not Started		Expected completion date 10/31/2023

**Additional Information:** Associated with CSJ 0286-02-034. TxDOT is managing the project directly.

## Project Information

**MPO ID:** 51-00197-00  
**CSJ:** 0914-04-273  
**Federal ID:** 2014386  
**Project Name:** Blake Manor Shared Use Path  
**Limits (To):** Proposed Wildhorse Connector  
**Limits (From):** Travis County East Metro Park  
**Description:** Construct multi-use path

## Sponsor Information

**Sponsor Agency:** Travis County  
**Partner Agency:** NA  
**Project Manager:** Miguel Villarreal  
**Phone:** (512) 854-7586  
**Email:** miguel.villarreal@traviscountytexas.gov  
**TxDOT Manager:** Victor Vargas  
**Phone:** (512) 997-2201  
**Email:** Victor.Vargas@txdot.gov  
**Project Website:** <https://www2.traviscountytexas.gov/tnr/publicworks/cip/project.asp?projectnumber=7>

## Financial Information

**Funding Call:** Special Action - January 2021  
**Award Date:** 1/11/2021  
**Resolution:** 2021-1-8  
**Funding Type:** 9  
**Awarded Phase:** Construction  
**Funding Award:** \$2,208,400.00  
**Appropriations Code:** L23E  
**Obligation Amount:** \$192,000.00  
**Fiscal Year (Original):** 2012 (2021)  
**Fiscal Year (Current):** 2022

## Progress Information

Milestone	Status	Completion Date	Status Detail
<b>Advance Funding Agreement:</b>	Complete	5/20/2022	
<b>Federal Project Authorization:</b>	Complete	10/21/2013	FPAA modified on 8/27/2019 and 11/30/2020
<b>Planning:</b>	Complete	9/1/2016	
<b>Preliminary Engineering:</b>	Complete	6/3/2020	
<b>Environmental:</b>	Complete	2/3/2020	
<b>Right-of-Way Acquisition:</b>	Complete	7/31/2020	
<b>Plans, Specifications and Estimate:</b>	In Progress		Expected completion date of 1/31/2023 (Previously 12/1/2022, 9/1/2022)
<b>Let:</b>	Not Started		Expected let date of 8/1/2023
<b>Construction:</b>	Not Started		Expected completion on 8/30/2024
<b>Implementation (Non-Construction):</b>	NA		
<b>Close-Out:</b>	Not Started		
<b>Additional Information:</b>	Project was deferred and refunded with Category 9 funds in January 2021		

## Project Information

**MPO ID:** 51-00202-00  
**CSJ:** 2689-01-023  
**Federal ID:** 1902245  
**Project Name:** FM 2304 (Manchaca Road)  
**Limits (To):** FM 1626  
**Limits (From):** Ravenscroft Drive  
**Description:** Construct a four lane, divided arterial with bicycle lanes and sidewalks

## Sponsor Information

**Sponsor Agency:** Travis County  
**Partner Agency:** TxDOT  
**Project Manager:** Charles Watts  
**Phone:** (512) 854-7654  
**Email:** charlie.watts@traviscountytexas.gov  
**TxDOT Manager:** Willie Semora  
**Phone:** (512) 292-2401  
**Email:** William.Semora@txdot.gov  
**Project Website:** [https://apps3.txdot.gov/apps-cq/project\\_tracker/](https://apps3.txdot.gov/apps-cq/project_tracker/)

## Financial Information

**Funding Call:** 2015-2019 Call for Projects  
**Award Date:** 4/10/2017  
**Resolution:** 2017-4-9  
**Funding Type:** 7  
**Awarded Phase:** Construction  
**Funding Award:** \$7,600,000.00  
**Appropriations Code:** Z230, Z240  
**Obligation Amount:** \$8,073,832.00  
**Fiscal Year (Original):** 2017  
**Fiscal Year (Current):** 2019

## Progress Information

Milestone	Status	Completion Date	Status Detail
<b>Advance Funding Agreement:</b>	Complete	5/20/2019	
<b>Federal Project Authorization:</b>	Complete	6/13/2019	FPAA modified on 8/6/2019, 8/19/2019, 11/5/2019 and 11/15/2019
<b>Planning:</b>	Complete		
<b>Preliminary Engineering:</b>	Complete		
<b>Environmental:</b>	Complete		
<b>Right-of-Way Acquisition:</b>	Complete		
<b>Plans, Specifications and Estimate:</b>	Complete		
<b>Let:</b>	Complete	8/1/2019	Extra \$473,832.12 of federal funds allocated from Z240
<b>Construction:</b>	In Progress		Expected completion on 9/1/2022
<b>Implementation (Non-Construction):</b>	NA		
<b>Close-Out:</b>	Not Started		
<b>Additional Information:</b>	Awarded ST-MM Funds from reallocated funds awarded in TPB Resolution 2014-11-4		

## Project Information

**MPO ID:** 61-00135-00  
**CSJ:** 0151-10-001  
**Federal ID:**  
**Project Name:** 183A  
**Limits (To):** RM 1431  
**Limits (From):** Avery Ranch Blvd.  
**Description:** Construct 2-lane grade separated northbound and southbound frontage roads

## Sponsor Information

**Sponsor Agency:** TxDOT  
**Partner Agency:** NA  
**Project Manager:** Brandon Marshall  
**Phone:** (512) 832-7298  
**Email:** Brandon.Marshall@txdot.gov  
**TxDOT Manager:** Martha Gandara  
**Phone:** (512) 832-7197  
**Email:** Martha.Gandara@txdot.gov  
**Project Website:** NA

## Financial Information

**Funding Call:** Special Action - May 2019  
**Award Date:** 5/6/2019  
**Resolution:** 2019-5-8  
**Funding Type:** 7  
**Awarded Phase:** Construction  
**Funding Award:** \$60,000,000.00  
**Appropriations Code:**  
**Obligation Amount:**  
**Fiscal Year (Original):** 2023  
**Fiscal Year (Current):** 2023

## Progress Information

Milestone	Status	Completion Date	Status Detail
<b>Advance Funding Agreement:</b>	NA		
<b>Federal Project Authorization:</b>	In Progress		
<b>Planning:</b>	Complete		
<b>Preliminary Engineering:</b>	In Progress		
<b>Environmental:</b>	In Progress		
<b>Right-of-Way Acquisition:</b>	In Progress		
<b>Plans, Specifications and Estimate:</b>	In Progress		100% plans expected 11/4/2022
<b>Let:</b>	Not Started		Expected let date of 8/1/2023
<b>Construction:</b>	Not Started		
<b>Implementation (Non-Construction):</b>	NA		
<b>Close-Out:</b>	Not Started		
<b>Additional Information:</b>			

## Project Information

**MPO ID:** 51-00352-00  
**CSJ:** 0015-13-077  
**Federal ID:**  
**Project Name:** IH 35  
**Limits (To):** US 290W/SH 71  
**Limits (From):** LP 275-Slaughter Lane  
**Description:** IH-35 Capital Express South

## Sponsor Information

**Sponsor Agency:** TxDOT  
**Partner Agency:** NA  
**Project Manager:** Brandon Marshall  
**Phone:** (512) 832-7298  
**Email:** Brandon.Marshall@txdot.gov  
**TxDOT Manager:** Wally Elmarsi  
**Phone:** (346) 704-7743  
**Email:** WELMAS-C@txdot.gov  
**Project Website:** <https://my35capex.com/projects/i-35-capital-express-south/>

## Financial Information

**Funding Call:** Special Action - May 2019  
**Award Date:** 5/6/2019  
**Resolution:** 2019-5-8  
**Funding Type:** 7  
**Awarded Phase:** Construction  
**Funding Award:** \$30,682,000.00  
**Appropriations Code:**  
**Obligation Amount:**  
**Fiscal Year (Original):** 2022  
**Fiscal Year (Current):** 2022

## Progress Information

Milestone	Status	Completion Date	Status Detail
<b>Advance Funding Agreement:</b>	NA		
<b>Federal Project Authorization:</b>	In Progress		
<b>Planning:</b>	In Progress		
<b>Preliminary Engineering:</b>	Complete		
<b>Environmental:</b>	Complete	10/1/2021	
<b>Right-of-Way Acquisition:</b>	In Progress		Right of way acquisition began in 2019
<b>Plans, Specifications and Estimate:</b>	Complete	2/1/2022	
<b>Let:</b>	Complete	5/1/2022	
<b>Construction:</b>	Not Started		Anticipated construction beginning late 2022
<b>Implementation (Non-Construction):</b>	NA		
<b>Close-Out:</b>	Not Started		
<b>Additional Information:</b>	\$7,520,000 of CAT 7 Funding		

## Project Information

**MPO ID:** 51-00355-00  
**CSJ:** 0015-13-388, 0015-13-428, 0914-04-341  
**Federal ID:**  
**Project Name:** IH 35  
**Limits (To):** US 290E  
**Limits (From):** US 290W/SH 71  
**Description:** IH-35 Capital Express Central

## Sponsor Information

**Sponsor Agency:** TxDOT  
**Partner Agency:** NA  
**Project Manager:** Brandon Marshall  
**Phone:** (512) 832-7298  
**Email:** Brandon.Marshall@txdot.gov  
**TxDOT Manager:** Michelle Cooper  
**Phone:** (512) 930-6008  
**Email:** Michelle.Cooper@txdot.gov  
**Project Website:** <https://my35capex.com/projects/i-35-capital-express-central/>

## Financial Information

**Funding Call:** Special Action - June 2020  
**Award Date:** 6/8/2020  
**Resolution:** 2020-6-7  
**Funding Type:** 7  
**Awarded Phase:** Construction  
**Funding Award:** \$120,883,114.00  
**Appropriations Code:**  
**Obligation Amount:**  
**Fiscal Year (Original):** 2025  
**Fiscal Year (Current):** 2025

## Progress Information

Milestone	Status	Completion Date	Status Detail
<b>Advance Funding Agreement:</b>	NA		
<b>Federal Project Authorization:</b>	In Progress		
<b>Planning:</b>	In Progress		
<b>Preliminary Engineering:</b>	In Progress		Preliminary engineering began in 2020
<b>Environmental:</b>	In Progress		Environmental study began in 2020
<b>Right-of-Way Acquisition:</b>	In Progress		Right of way acquisition began in 2020
<b>Plans, Specifications and Estimate:</b>	In Progress		Schematic design started in 2020 and an anticipated completion date of 2023
<b>Let:</b>	Not Started		Expected let date of 8/1/2025
<b>Construction:</b>	Not Started		Anticipated construction beginning late 2025
<b>Implementation (Non-Construction):</b>	NA		
<b>Close-Out:</b>	Not Started		

**Additional Information:** \$120,883,114 of CAT 7 Funding. Let Dates: 0015-13-388 (09/2024) 0015-13-428/341 (03/2024)



## Project Information

**MPO ID:** 51-00034-00  
**CSJ:** 0366-01-077  
**Federal ID:**  
**Project Name:** SH 123  
**Limits (To):** IH 35  
**Limits (From):** DeZavalla Dr  
**Description:** Construct sidewalks

## Sponsor Information

**Sponsor Agency:** TxDOT  
**Partner Agency:** NA  
**Project Manager:** Brandon Marshall  
**Phone:** (512) 832-7298  
**Email:** Brandon.Marshall@txdot.gov  
**TxDOT Manager:** Willie Semora  
**Phone:** (512) 292-2401  
**Email:** William.Semora@txdot.gov  
**Project Website:** [https://apps3.txdot.gov/apps-cq/project\\_tracker/](https://apps3.txdot.gov/apps-cq/project_tracker/)

## Financial Information

**Funding Call:** Special Funding Action- November 2021  
**Award Date:** 11/8/2021  
**Resolution:** 2021-11-7  
**Funding Type:** 7  
**Awarded Phase:** Construction  
**Funding Award:** \$700,000.00  
**Appropriations Code:**  
**Obligation Amount:**  
**Fiscal Year (Original):** 2014  
**Fiscal Year (Current):** 2022

## Progress Information

Milestone	Status	Completion Date	Status Detail
<b>Advance Funding Agreement:</b>	NA		
<b>Federal Project Authorization:</b>	Not Started		
<b>Planning:</b>	In Progress		
<b>Preliminary Engineering:</b>	In Progress		
<b>Environmental:</b>	In Progress		
<b>Right-of-Way Acquisition:</b>	NA		
<b>Plans, Specifications and Estimate:</b>	Not Started		
<b>Let:</b>	Not Started		Expected let date of 1/1/2027
<b>Construction:</b>	Not Started		
<b>Implementation (Non-Construction):</b>	NA		
<b>Close-Out:</b>	Not Started		
<b>Additional Information:</b>	Refunded in November 2021		

## Project Information

**MPO ID:** 61-00134-00  
**CSJ:** 0015-09-167  
**Federal ID:** 2012811  
**Project Name:** IH 35 Operational Analysis  
**Limits (To):** SH 45  
**Limits (From):** RM 1431  
**Description:** Operational Analysis for Improvements

## Sponsor Information

**Sponsor Agency:** Williamson County  
**Partner Agency:** NA  
**Project Manager:** John Friend  
**Phone:** (512) 527-6713  
**Email:** Jfriend@hntb.com  
**TxDOT Manager:** John Peters  
**Phone:** (512) 930-6002  
**Email:** John.Peters@txdot.gov  
**Project Website:** <https://www.wilco.org/Departments/Infrast ructure/Projects/Precinct-1/IH-35-Corridor-Operational-Analysis>

## Financial Information

**Funding Call:** 2012-2014 Call for Projects  
**Award Date:** 12/13/2011  
**Resolution:** 2011 (3)  
**Funding Type:** 7  
**Awarded Phase:** Study  
**Funding Award:** \$1,450,000.00  
**Appropriations Code:** L230  
**Obligation Amount:** \$1,450,000.00  
**Fiscal Year (Original):** 2012  
**Fiscal Year (Current):** 2012

## Progress Information

Milestone	Status	Completion Date	Status Detail
<b>Advance Funding Agreement:</b>	Complete	12/17/2018	AFA Date Modified (Previously 2016)
<b>Federal Project Authorization:</b>	Complete	8/10/2012	FPAA modified on 9/20/2012, 2/26/2014, 4/29/2014 and 8/27/2019
<b>Planning:</b>	In Progress		Expected completion date of 6/23/2023 (Previously 3/19/2023)
<b>Preliminary Engineering:</b>	NA		
<b>Environmental:</b>	NA		
<b>Right-of-Way Acquisition:</b>	NA		
<b>Plans, Specifications and Estimate:</b>	NA		
<b>Let:</b>	NA		
<b>Construction:</b>	NA		
<b>Implementation (Non-Construction):</b>	Not Started		Expected completion date of 12/19/2023
<b>Close-Out:</b>	Not Started		

**Additional Information:**

## Project Information

**MPO ID:** 61-00019-00  
**CSJ:** 2103-01-038  
**Federal ID:** 1902412  
**Project Name:** RM 2243  
**Limits (To):** 183A  
**Limits (From):** IH 35  
**Description:** Widen to 4-lane divided controlled-access facility with 3-lane frontage roads in each direction

## Sponsor Information

**Sponsor Agency:** Williamson County  
**Partner Agency:** NA  
**Project Manager:** John Friend  
**Phone:** (512) 527-6713  
**Email:** Jfriend@hntb.com  
**TxDOT Manager:** Justin Goolsby  
**Phone:** (512) 930-6002  
**Email:** Justin.Goolsby@txdot.gov  
**Project Website:** <https://www.wilco.org/rm2243>

## Financial Information

**Funding Call:** Project Call (2019-2022)  
**Award Date:** 5/7/2018  
**Resolution:** 2018-5-7  
**Funding Type:** 7  
**Awarded Phase:** Preliminary Engineering  
**Funding Award:** \$8,900,000.00  
**Appropriations Code:** Z230  
**Obligation Amount:** \$8,900,000.00  
**Fiscal Year (Original):** 2019  
**Fiscal Year (Current):** 2022

## Progress Information

Milestone	Status	Completion Date	Status Detail
<b>Advance Funding Agreement:</b>	Complete	5/20/2019	
<b>Federal Project Authorization:</b>	Complete	8/5/2019	FPAA modified on 11/30/2020
<b>Planning:</b>	In Progress		Expected completion date of 6/23/2023 (Previously 1/23/2023 and 12/19/2022)
<b>Preliminary Engineering:</b>	In Progress		Expected completion date of 5/23/2023
<b>Environmental:</b>	In Progress		Expected completion date of 6/23/2023
<b>Right-of-Way Acquisition:</b>	NA		
<b>Plans, Specifications and Estimate:</b>	In Progress		Expected completion date of 10/19/2023
<b>Let:</b>	NA		Expected Let Date of 12/19/2023
<b>Construction:</b>	NA		
<b>Implementation (Non-Construction):</b>	NA		
<b>Close-Out:</b>	Not Started		

**Additional Information:**