



BOARD OF DIRECTORS

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY

MEETING OF THE BOARD OF DIRECTORS

THURSDAY, MARCH 9, 2023

ATLANTA, GEORGIA

MEETING MINUTES

CALL TO ORDER AND ROLL CALL

Vice-Chair Kathryn Powers called the meeting to order at 1:30 P.M.

Board Members

Present:

Stacy Blakley
Jim Durrett
William Floyd
Roderick Frierson
Freda Hardage
Russell McMurry
Kathryn Powers
Rita Scott
Valencia Williamson
Jennifer Ide
Jacob Tzegaegbe
Jannine Miller

Board Members

Absent:

Al Pond
Thomas Worthy
Roderick Mullice

Staff Members Present:

Collie Greenwood
Ralph McKinney
Raj Srinath
Luz Borrero
Rhonda Allen
Peter Andrews
George Wright
Carrie Rocha

Also in Attendance: Leah Ward Sears
Kirk Talbott
George Wright
Jonathan Hunt
Colleen Kiernan
Paula Nash
Donna DeJesus
Jacqueline Holland

PUBLIC COMMENTS (SUBMITTALS VIA TELEPHONE, U.S. MAIL AND IN PERSON)

Ed Williams [via email]
Beverly Miller [in person]
Phillip Richardson [in person]
Jeremiah Jones [in person]
Chris Golaeb [in person]

1. APPROVAL OF THE MINUTES

Approval of the February 9, 2023 Board Meeting Minutes.

Approval of the February 9, 2023, Board Meeting Minutes. On a motion by Board Member Durrett, seconded by Board Member Ide, the motion passed by a vote of 10 to 0 with 2 members abstaining and 12 members present.

2. RESOLUTION APPROVING THE MARTA 2020B 2021D TENDER 2023A ISSUANCE

Approval of the MARTA 2020B 2021D Tender 2023A Issuance.

Approval of the MARTA 2020B 2021D Tender 2023A Issuance. On a motion by Board Member Durrett, seconded by Board Member Williamson, the motion passed by a vote of 10 to 0 with 2 members abstaining and 12 members present.

3. RESOLUTION APPROVING THE MARTA 2007A CASH DEFEASANCE

Approval of the MARTA 2007A Cash Defeasance

Approval of the MARTA 2007A Cash Defeasance On a motion by Board Member Hardage, seconded by Board Member Blakley, the motion passed by a vote of 10 to 0 with 2 members abstaining and 12 members present.

4. BUSINESS MANAGEMENT COMMITTEE REPORT

Committee Chair James Durrett reported that the Committee met on February 23, 2023, and approved the following resolutions:

Committee Chair Report Business Management

Approval of the Business Management Committee Resolutions 4a, 4b, 4c & 4d. On a motion by Board Member Ide, seconded by Board Member Frierson, the resolutions passed by a vote of 10 to 0 with 2 members abstaining and 12 members present.

5. PLANNING & CAPITAL PROGRAMS COMMITTEE REPORT

Committee Chair Stacy Blakley reported that the Committee met on February 23, 2023 and approved the following resolution:

Committee Chair Report Planning & Capital Programs

Approval of the Planning & Capital Programs Committee Resolution 5a. On a motion by Board Member Durrett, seconded by Board Member Hardage, the resolution passed by a vote of 10 to 0 with 2 members abstaining and 12 members present.

6. OPERATIONS & SAFETY COMMITTEE REPORT

Committee Vice-Chair William Floyd reported that the Committee met on February 23, 2023 and approved the following resolutions:

Committee Chair Report Operations & Safety

Approval of the Operations & Safety Committee Resolutions 6a, 6b, 6c & 6d. On a motion by Board Member Blakley, seconded by Board Member Hardage, the resolutions passed by a vote of 10 to 0 with 2 members abstaining and 12 members present.

7. EXTERNAL RELATIONS COMMITTEE REPORT

Committee Chair Rita Scott reported that the Committee met on February 23, 2023.

Committee Chair Report External Relations

No action items.

8. OTHER MATTERS

Chief Legal Counsel Peter Andrews read into the record a motion emanating from the Executive Session. Amendment to the settlement agreement with Alstom to allow for use of settlement funds to acquire spare parts with no increase to the overall settlement amount previously approved. On a motion by Board Member Durrett, seconded by Board Member Hardage, the motion passed by a vote of 10 to 0, with 2 members abstaining and 12 members present.

9. COMMENTS FROM THE BOARD

Board Member Stacy Blakley thanked the maintenance staff for coming out to show solidarity and concern about union negotiations. She asked that MARTA be more transparent and intentional about keeping them updated on where things stand.

10. ADJOURNMENT

The Board meeting adjourned at 1:48 P.M.

Respectfully submitted,



Tyrene L. Huff
Assistant Secretary to the Board

YouTube link: <https://youtube.com/live/1GSML3834t8?feature=share>

March 9, 2023 Board Meeting Public Comments

Received via (404) 848-6000, marta.board@itsmarta.com, public@itsmarta.com

Summary: One customer provided a public comment

2 – E-mails

0 – Voice Messages

1.) Message Date: Wednesday, March 8, 2023

3:02 p.m. (Via Public Email)

3:02 p.m. (Via MARTA Board Email)

Dr. Ed. Williams

truthcrushtheearth@gmail.com

Good Afternoon Directors:

My name is Ed Williams. I am chair of the group Concerned Citizens for Effective Government. I am a taxpayer and resident of DeKalb County.

Why has MARTA failed to provide access to public comments in the Board Meeting minutes that have been published on MARTA's website? This includes January 12, 2023, December 8, 2022, and November 10, 2022. The MARTA staff state at every board meeting that the minutes will include public comments with the minutes but this is not been done for the last several board meetings. The MARTA Board has intentionally, willfully, and negligently omitted and denied access to public comments from several MARTA board meeting minutes in violation of the Open Meetings and Records Acts. O.C.G.A. §§ 50-14-1. Seq. and 50-18-70. Seq. It should be noted that MARTA has included other attachments including "MARTA/Falcons sustainability partnership" brochure, and resolutions to the minutes.

MARTA does not include the cost of the contracts or bonds being voted on in its agenda or minutes. The MARTA Board employs this strategy to intentionally omit for the record the amount of money for any project, contract, or bond being approved by the board. This is a clear violation of the board's fiduciary responsibility and it is an intentional tactic to keep the public in the dark regarding the costs.

The Board has on the meeting agenda a bond issuance entitled "Resolution for Authorization and Validation of additional Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Bond". I am not sure how MARTA can issue revenue bonds with sales taxes. As its method of financing. The MARTA Act the GA Constitution Article 9, Section 6, Paragraph 1, prohibits the use of taxes to pay for revenue bonds. The MARTA Act section 9(h)(4), section 10(m), 10(s).

Why has Marta never stated what the daily projected ridership numbers are estimated to be for the BRTs, and streetcar expansion to the Beltline will be after 1 billion dollars of construction? MARTA has stated that it will complete these projects in 2028. So far Marta's price tag for the Summer Hill BRT at \$90 million, the Campbellton Rd BRT at \$140 million, the Clifton Rd BRT is \$700 million, and the street car expansion to Belt line is 230 million dollars. Once these projects are completed in 2028, what are MARTA's expected operating costs for these projects?

Lastly, how can MARTA promise Clayton 10 bus routes, 2 BRTs, and a bus maintenance garage for \$55 million in sales tax es a year while it costs over a billion dollars for these other projects in Atlanta?

Thank You

Ed Williams Attachment: (3 Pages)

Entitled – Concerned Citizens for Effective Government MARTA Public Comment MARTA Mar 09 2023

P.O. Box 361626
Decatur, Georgia
30036 (678) 304-7736
9 March 2023

MARTA Board of Directors
Metropolitan Atlanta Rapid Transit Authority
2424 Piedmont Road
Atlanta, Georgia 30324
(404) 848-5000
marta.board@itsmarta.com
public@itsmarta.com

Re: MARTA Projects and Bonds Validation

From Dr. Ed Williams

Begin Comment

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Thank You

End of Comment

Ed Williams. Ed.D. Chair

[Concerned Citizens For Effective Government](#)

<https://www.facebook.com/groups/ccegov/>

<http://ccegov.blogspot.com>

(678) 304-7736

email: truthcrushtheearth@gmail.com

Twitter: <http://Twitter.com/@truthcrushthee2>

2.) Message Date: Thursday, March 9, 2023

12:48 p.m. (Via MARTA Board Email)

Sherry B. Williams

sherryb92@gmail.com

Hello MARTA Board Members and CEO Greenwood,

The Campbellton Greenbriar Corridor Residents and SW Atlanta NPUs realize that there are some challenges you face with the number of projects for which you previously committed. However, as you scale back and set your new project list, we expect the Campbellton Corridor BRT Project will remain on your list. As communicated to you in numerous community meetings over the years, since the 2016 T-SPLOST (then MORE MARTA) we expect :

- 1) our project to remain on schedule for a 5-7 year completion date
- 2) quarterly online update
- 3) semiannual in-person updates at the Southside YMCA, Adams Park Library or at Junction 2800.

Because we are a transit dependent corridor and have supported MARTA since its inception, we expect nothing less than open communication and a state of the art project from the Oakland City MARTA Station to the Barge Road MARTA Park & Ride. We hope any cash shortfalls should result in you working with the City of Atlanta Mayor Dickens to secure funding from the IIJA Federal Program that is specifically targeted to underserved communities such as ours. Since those funds include transportation and infrastructure projects, we know we meet those requirements and will not settle for further taxing ourselves for any funding gaps that you may be facing for this much needed project.

Thank you in advance for your continued support of this community and moving forward on your commitment to the Campbellton Corridor Transit project. We look forward to seeing you at your next Campbellton Corridor community update meeting before the end of 2023.

Sherry B. Williams
on behalf of Campbellton Corridor residents and six NPUs

(P.S. Please excuse any typos.)

H&K Draft: 02/___/2023

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY

Resolution

A RESOLUTION authorizing the issuance, sale, execution and delivery of the (i) Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Bonds, Refunding Series 2023A (Green Bonds) in the aggregate principal amount of \$_____.

W I T N E S E T H:

WHEREAS, Pursuant to an Act of the General Assembly of the State of Georgia (Ga. Laws 1965, p. 2243), as amended and supplemented (the “Act”), the Metropolitan Atlanta Rapid Transit Authority (the “Authority”) exists for the purposes of planning, designing, leasing (as lessee), purchasing, acquiring, holding, owning, constructing, improving, equipping, financing, maintaining and administering a rapid transit system (the “System”) within the metropolitan area comprising the Counties of Fulton, DeKalb, Cobb, Clayton and Gwinnett (including the City of Atlanta), and operating the same, or contracting therefor, or leasing (as lessor) the same for operation by private parties; and

WHEREAS, plans and recommendations, dated September, 1971 (the “Engineering Report”), for the acquisition and construction of the System were prepared by Parsons Brinckerhoff-Tudor-Bechtel, General Engineering Consultants (a copy of said Engineering Report, as amended from time to time, is on file in the office of the Authority); and

WHEREAS, pursuant to referenda held during 1965 in accordance with the provisions of the Act, the qualified voters of the City of Atlanta, Georgia (the “City”) and of the counties of Fulton, DeKalb, Clayton and Gwinnett voted to participate further in the Authority, and the qualified voters of Cobb County voted not to so participate; and

WHEREAS, the Authority was and is authorized by the Act to enter into a contract with the local governments with respect to the acquisition, construction, improvement, operation and maintenance of a rapid transit system and the financial participation of such governments in the Authority; and

WHEREAS, the Authority entered into a contract, entitled the Rapid Transit Contract and Assistance Agreement (the “Original Contract”), as of the 1st day of September, 1971, as amended, with the City and Fulton, DeKalb, Clayton, and Gwinnett Counties, and the Original Contract sets forth the several promises of the City to perform certain obligations and of Fulton, DeKalb, Clayton and Gwinnett Counties to make the payments and to perform the other obligations therein set out in consideration of the undertaking on the part of the Authority to acquire, construct, improve, operate and maintain the System to the extent that its financial resources permit; and

WHEREAS, in accordance with the provisions of the Act, the Original Contract was approved by the qualified voters of Fulton and DeKalb Counties in 1971 but was not approved by the qualified voters of Clayton and Gwinnett Counties, and pursuant to the terms and the provisions of the Act and the Original Contract, the Original Contract therefore became final and binding on the City and Fulton and DeKalb Counties but did not become final and binding with respect to Clayton and Gwinnett Counties; and

WHEREAS, the payments to be made to the Authority under the Original Contract have been and are in an amount equal to the total receipts or credits during the term of the Original Contract from the levy of a retail sales and use tax for rapid transit purposes in the City, Fulton County and DeKalb County authorized by an Act of the Georgia General Assembly approved

March 16, 1971 (Ga. Laws 1971, p. 2082) and Section 32-9-13, Official Code of Georgia Annotated; and

WHEREAS, the Authority entered into a Rapid Transit Contract dated as of July 5, 2014 (the “Clayton Contract” and, together with the Original Contract, the “Contracts”) with Clayton County, Georgia (“Clayton County”), and the Clayton Contract incorporated the Original Contract therein and sets forth the several promises of Clayton County to make the payments and to perform the other obligations described therein in consideration of the undertaking on the part of the Authority to acquire, construct, improve, operate and maintain the System, to extent that its financial resources permit, including the extension of transit services into Clayton County; and

WHEREAS, in accordance with the provisions of the Act, the Clayton Contract was approved by the qualified voters of the Clayton County on November 4, 2014, and pursuant to the terms and the provisions of the Act and the Clayton Contract, the Clayton Contract therefore became final and binding on Clayton County; and

WHEREAS, the payments to be made to the Authority under the Clayton Contract have been and are in an amount equal to the total receipts or credits during the term of the Clayton Contract from the levy of a retail sales and use tax for rapid transit purposes in Clayton County that began in March 2015; and

WHEREAS, pursuant to the vote of the qualified voters of Clayton County described above, the Clayton Contract and a Fourteenth Amendment to Rapid Transit Contract and Assistance Agreement, dated as of December 9, 2014, among the Authority, the City, Fulton, DeKalb and Clayton Counties, the Original Contract became final and binding with respect to Clayton County; and

WHEREAS, neither the Contracts nor the Act contemplates or authorizes the imposition or collection of any ad valorem tax for the purpose of financing the System; and

WHEREAS, the Contracts were entered into on the assumption that the United States of America would defray a substantial part of the costs of planning, designing, purchasing, acquiring, constructing, improving and equipping the System (collectively, the “Costs of the System”); and

WHEREAS, the Authority has entered into contracts with the United States of America pursuant to which the United States of America has agreed to defray a substantial part of the Costs of the System; and

WHEREAS, a portion of certain title ad valorem taxes on motor vehicles registered in Clayton County, Fulton County and DeKalb County (“TAVT Receipts”) are to be paid by Clayton, Fulton and DeKalb Counties to the Authority pursuant to Section 48-5C-1 et seq., Official Code of Georgia Annotated (the “TAVT Act”) for the purpose of financing the System; and

WHEREAS, the Authority intends to use the payments to be received by it under the Contracts and the TAVT Act to defray the remainder of such Costs of the System; and

WHEREAS, pursuant to a resolution of the Authority adopted November 3, 2003 (the “2003 Bond Resolution”), the Authority authorized the execution, delivery and performance of a Trust Indenture, dated as of October 1, 2003 (the “Original Indenture”), between the Authority and U.S. Bank Trust Company, National Association, a national banking association, as successor trustee (the “Trustee”) to provide for the issuance of revenue bonds for the purposes hereinafter described to assign to the Trustee all right, title and interest of the Authority in, to and under the Contracts and the TAVT Receipts, as security for such revenue bonds; and

WHEREAS, in accordance with Section 2.01 of the Original Indenture and under and pursuant to the 2003 Bond Resolution, the Authority previously authorized the issuance of up to an aggregate principal amount of One Billion Dollars (\$1,000,000,000) in revenue bonds (the “Original Bonds”) of the Authority, in one or more series, for the purposes of (i) paying the Costs of the System, and (ii) refunding from time to time all or any part of any outstanding revenue bonds of the Authority; and

WHEREAS, in accordance with Section 2.01 of the Original Indenture and under and pursuant to the 2003 Bond Resolution and certain other resolutions adopted subsequent to such 2003 Bond Resolution (collectively, the “Bond Resolution”) the Authority previously authorized the issuance of up to an aggregate principal amount of up to \$6,000,000,000 in revenue bonds (the “Bonds”) of the Authority, in one or more series, for the purposes of (i) paying the Costs of the System, and (ii) refunding from time to time all or any part of any outstanding revenue bonds of the Authority; and

WHEREAS, pursuant to the Bond Resolution and as required by the provisions of the Act, proceedings to validate the Bonds and the security therefor in accordance with the Revenue Bond Law of Georgia (Ga. Laws 1937, p. 761) were instituted in the Superior Court of Fulton County, Georgia and such Court entered orders dated February 16, 2004, January 3, 2007, December 8, 2008, October 8, 2013, November 3, 2015, December 3, 2019 and October 8, 2020 confirming and validating the Original Bonds, the Additional Bonds (as defined in the Indenture), the Original Contract, the Clayton Contract and the Authority’s interest in the TAVT Receipts, respectively, and the security therefor in all respects, which orders are now final and binding; and

WHEREAS, the Authority may, but is not required to, provide for an irrevocable letter of credit, a line or lines of credit, a policy of insurance, security agreement, pledge agreement, bond purchase agreement, guaranty, trust deposit receipt, surety bond or other credit or liquidity facility to support timely payments of principal of, purchase price, if any, redemption premium, if any, and interest on, any series of the Bonds, in whole or in part, as provided in any resolution of the Authority duly adopted in connection with the issuance of any Bonds; and

WHEREAS, it is contemplated that the payments to be received by the Authority under the Contracts and the TAVT Act will be sufficient to pay the principal of, redemption premium, if any, and interest on the Authority’s previously issued and outstanding Bonds and the Series 2023A Bonds (described below); and

WHEREAS, the Original Indenture and the Bond Resolution provide that, subject to the conditions contained therein, the Bonds may be issued and sold in one or more series from time to time as may be determined by the Authority for the purposes set forth therein; and

WHEREAS, the Authority proposes to authorize the purchase of all or a portion of the Authority's outstanding (i) Sales Tax Revenue Bonds, Federally Taxable Refunding Series 2020B (the "Purchased 2020B Bonds") and (ii) Sales Tax Revenue Bonds, Federally Taxable Refunding Series 2021D (the "Purchased 2021D Bonds" and, together with the Purchased 2020B Bonds, the "Purchased Bonds"); and

WHEREAS, the Authority now deems it advisable and in its interest to issue its (i) Sales Tax Revenue Bonds, Refunding Series 2023A (Green Bonds) in an aggregate principal amount of \$_____ (the "Series 2023A Bonds"), pursuant to the Existing Indenture, as supplemented by that certain Twenty-Ninth Supplemental Trust Indenture, dated as of April 1, 2023 (the "Twenty-Ninth Supplemental Trust Indenture," and, together with the Existing Indenture, the "Indenture") between the Authority and the Trustee; and

WHEREAS, the Authority now deems it advisable and in its interest to use the proceeds of the Series 2023A Bonds to finance the purchase of the Purchased Bonds and to pay certain costs of issuance of the Series 2023A Bonds; and

WHEREAS, it is necessary to ratify the use and distribution of an Invitation to Tender, dated _____, 2023, as amended by the Notice of Results and Acceptance of Offers, dated _____, 2023, relating to the Authority's offer to purchase the Purchased Bonds (collectively, the "Tender Documents"); and

WHEREAS, it is necessary to ratify the use and distribution of a Preliminary Official Statement relating to the Series 2023A Bonds (the "Preliminary Official Statement") and authorize the execution and distribution of an Official Statement relating to the Series 2023A Bonds (the "Official Statement"); and

WHEREAS, it is necessary to authorize the execution, delivery and performance of a Bond Purchase Agreement, dated its date of execution and delivery (the "Bond Purchase Agreement"), between the Authority and Goldman Sachs & Co. LLC (the "Senior Manager"), on behalf of itself and as representative of Jefferies LLC, Wells Fargo Securities, Loop Capital Markets and Ramirez & Co., Inc. (collectively with the Senior Manager, the "Underwriters"); and

WHEREAS, it is necessary to authorize the execution, delivery and performance of a Disclosure Dissemination Agent Agreement between the Authority and Digital Assurance Certification, L.L.C. relating to the Series 2023A Bonds (the "Continuing Disclosure Agreement") and related documents; and

WHEREAS, it is necessary to ratify the execution, delivery and performance of a Dealer Manager Agreement, dated its date of execution and delivery, among the Authority, the Senior Manager and Jefferies LLC, relating to the Series 2023A Bonds (the "Dealer Manager Agreement") and related documents; and

WHEREAS, in order to effect the undertakings contemplated by this Resolution, it will be necessary for the Authority to obtain certain consulting and other services, including but not limited to Trustee services, legal services, the services of financial advisors and economic advisors, printing services, the services of credit rating agencies and the services of independent certified public accountants and verification agents;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Metropolitan Atlanta Rapid Transit Authority as follows:

Section 1. Resolution. This Resolution is adopted by the Authority pursuant to and in accordance with the Indenture. All covenants, conditions and agreements of the Indenture shall apply with full force and effect to the Series 2023A Bonds, except as otherwise provided herein.

Section 2. Definitions. Except as otherwise defined herein, terms defined in the Indenture are used in this Resolution with the meanings assigned to them in the Indenture.

Section 3. Authorization of Series 2023A Bonds. There shall be issued as a series of Bonds pursuant to Section 2.02 of the Original Indenture, designated “Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Bonds, Refunding Series 2023A (Green Bonds)” in the aggregate principal amount of \$_____, for the purposes set forth herein.

The definitions in, and all the terms, covenants, restrictions and provisions of the Indenture shall be applicable to the Series 2023A Bonds authorized by this Resolution and the proceeds thereof, except as otherwise herein expressly provided. All of the terms and provisions of this Resolution shall be deemed to be a part of the terms and provisions of the Indenture for all purposes, and the Indenture and this Resolution shall be read, taken and construed as one and the same instrument.

The Series 2023A Bonds shall be issued under and pursuant to the authorization contained in this Resolution. The Series 2023A Bonds shall be issued and secured under and in accordance with the Indenture, and the payments to be made to the Authority thereunder (all as provided in the Indenture), and the payment of the principal of and interest on the Series 2023A Bonds shall be made from the Series 2023A Bond Fund established under Section 7.02 of the Original Indenture, the Twenty-Ninth Supplemental Trust Indenture and this Resolution.

Section 4. Terms of Series 2023A Bonds. The Series 2023A Bonds shall be dated as of the date of their delivery, shall mature on July 1 of each of the years (each a “Principal Payment Date”), in the principal amounts set forth on Exhibit “A” attached hereto and shall bear interest at the rates per annum set forth therein, payable semiannually on each January 1 and July 1, commencing July 1, 2023 (each an “Interest Payment Date”), until maturity.

The Series 2023A Bonds shall be subject to optional redemption as described in the Twenty-Ninth Supplemental Trust Indenture. The Series 2023A Bonds shall be payable, executed, authenticated, registrable, exchangeable, secured and subject to optional and mandatory redemption and mandatory tender for purchase all as set forth in this Resolution and the Twenty-Ninth Supplemental Trust Indenture.

Section 5. Authorization of Twenty-Ninth Supplemental Trust Indenture. In order to secure the payment of the principal of and interest on the Series 2023A Bonds herein authorized, and in order to secure the performance and observance of all the agreements and conditions in the Series 2023A Bonds, the execution, delivery and performance of the Twenty-Ninth Supplemental Trust Indenture by and between the Authority and the Trustee are hereby authorized. The General Manager, Chief Financial Officer, Chair or Vice-Chair of the Authority is hereby authorized to execute and deliver, and the Secretary or Assistant Secretary of the Authority is hereby authorized to attest, the Twenty-Ninth Supplemental Trust Indenture on behalf of the Authority. The Twenty-Ninth Supplemental Trust Indenture shall be in substantially the form attached hereto as Exhibit "C," subject to such changes, insertions or omissions as may be approved by the General Manager, Chief Financial Officer, Chair or Vice-Chair of the Authority, and the execution of the Twenty-Ninth Supplemental Trust Indenture by the General Manager, Chief Financial Officer, Chair or Vice-Chair of the Authority as hereby authorized shall be conclusive evidence of any such approval.

Section 6. Tender Documents. The actions of the General Manager, Chief Financial Officer, officers, staff and agents of the Authority in the use, distribution and execution of the Tender Documents are hereby ratified, authorized and approved.

Section 7. The Preliminary Official Statement, Official Statement and other Acts. The actions of the officers, staff and agents of the Authority in the use and distribution of the Preliminary Official Statement and in "deeming final" the Preliminary Official Statement pursuant to Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, are hereby ratified, authorized and approved. The use, distribution, execution and delivery of the Official Statement are hereby authorized and approved. The General Manager, Chief Financial Officer, Chair or Vice-Chair of the Authority is hereby authorized to execute and deliver the Official Statement for and on behalf of the Authority, which shall be substantially in the form of the Preliminary Official Statement on file with the Authority, subject to such changes, insertions and omissions as may be approved by the General Manager, Chief Financial Officer, Chair or Vice-Chair, and the execution of the Official Statement by the General Manager, Chief Financial Officer, Chair or Vice-Chair of the Authority as herein authorized shall be conclusive evidence of any such approval.

Section 8. Authorization of Bond Purchase Agreement. The execution, delivery and performance of the Bond Purchase Agreement are hereby authorized. The General Manager, Chief Financial Officer, Chair or Vice-Chair of the Authority is hereby authorized to execute and deliver, and the Secretary or Assistant Secretary of the Authority is hereby authorized to attest, the Bond Purchase Agreement on behalf of the Authority. The Bond Purchase Agreement shall be in substantially the form attached hereto as Exhibit "D," subject to such changes, insertions or omissions as may be approved by the General Manager, Chief Financial Officer, Chair or Vice-Chair, and the execution of the Bond Purchase Agreement by the General Manager, Chief Financial Officer, Chair or Vice-Chair of the Authority as hereby authorized shall be conclusive evidence of any such approval.

Section 9. Authorization of Continuing Disclosure Agreement. The execution, delivery and performance of the Continuing Disclosure Agreement are hereby authorized. The General Manager, Chief Financial Officer, Chair or Vice-Chair of the Authority is hereby authorized to execute and deliver, and the Secretary or Assistant Secretary of the Authority is hereby authorized to attest, the Continuing Disclosure Agreement on behalf of the Authority. The Continuing Disclosure Agreement shall be in substantially the form attached hereto as Exhibit "E," subject to such changes, insertions or omissions as may be approved by the General Manager, Chief Financial Officer, Chair or Vice-Chair of the Authority, and the execution of the Continuing Disclosure Agreement by the General Manager, Chief Financial Officer, Chair or Vice-Chair of the Authority as hereby authorized shall be conclusive evidence of any such approval.

Section 10. Ratification of Dealer Manager Agreement. The execution and delivery by the Chief Financial Officer of the Authority and the performance of the Dealer Manager Agreement by the Authority are hereby ratified and approved. An executed copy of the Dealer Manager Agreement is attached hereto as Exhibit "F."

Section 11. Non-Arbitrage Certificate and Agreement. Any officer of the Authority is hereby authorized to execute a non-arbitrage agreement or certification with respect to the Series 2023A Bonds in order to comply with Section 148 of the Internal Revenue Code of 1986, as amended, and the applicable Treasury Regulations thereunder.

Section 12. Fees. The officers of the Authority, together with the Authority's staff, are authorized to contract to pay costs in connection with the sale and issuance of the Series 2023A Bonds, including but not limited to the services of a Trustee or Trustees, financial advisors, economic advisors, independent certified public accountants, credit rating agencies, printing services and legal services.

Section 13. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in the Indenture shall be deemed to be a stipulation, obligation or agreement of any officer, director, agent or employee of the Authority in his individual capacity, and no such officer, director, agent or employee shall be personally liable on the Series 2023A Bonds or be subject to personal liability or accountability by reason of the issuance thereof.

Section 14. General Authority. From and after the execution and delivery of the documents hereinabove authorized, the proper officers, directors, agents and employees of the Authority are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such documents as executed, and are further authorized to take any and all further actions and execute and deliver any and all other documents and certificates as may be necessary or desirable in connection with the issuance or sale of the Series 2023A Bonds or the execution and delivery of the Twenty-Ninth Supplemental Trust Indenture and to document compliance with the provisions of the Code or other applicable law.

The General Manager, Chief Financial Officer, Chair or Vice-Chair of the Authority and Secretary or Assistant Secretary of the Authority are hereby authorized and directed to prepare and furnish to the Underwriter, when the Series 2023A Bonds are issued, certified copies of all the proceedings and records of the Authority relating to the Series 2023A Bonds, and such other affidavits and certificates as may be required to show the facts relating to the legality and marketability of the Series 2023A Bonds as such facts appear from the books and records in the officers' custody and control or as otherwise known to them; and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations of the Authority as to the truth of all statements contained therein.

Section 15. Actions Approved and Confirmed. All acts and doings of the officers of the Authority which are in conformity with the purposes and intents of this Resolution, and in the furtherance of the issuance of the Series 2023A Bonds and the execution, delivery and performance of the Twenty-Ninth Supplemental Trust Indenture and the performance of the Indenture, shall be, and the same hereby are, in all respects approved and confirmed.

Section 16. Severability of Invalid Provisions. If any one or more of the agreements or provisions herein contained shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining agreements and provisions and shall in no way affect the validity of any of the other agreements and provisions hereof or of the Series 2023A Bonds authorized hereunder.

Section 17. Repealing Clause. All resolutions or parts thereof of the Authority in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 18. Effective Date. This Resolution shall take effect immediately upon its adoption.

Section 19. Limitation of Rights. With the exception of the rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution is intended or shall be construed to give any person other than the parties hereto and the Owners of the Series 2023A Bonds any legal or equitable right, remedy or claim under or in respect to this Resolution or any covenant, condition and agreement herein contained; this Resolution and all of the covenants, conditions and agreements hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Owners of the Series 2023A Bonds as herein provided.

Section 20. Successors and Assigns. This Resolution shall be binding upon, inure to the benefit of and be enforceable by the Authority and its successors and assigns.

Section 21. Applicable Law. This Resolution shall be governed by the applicable laws of the State of Georgia.

Section 22. Conflicts. This Resolution is adopted in accordance with Section 2.02 of the Original Indenture. All resolutions in conflict herewith are to the extent of such conflict hereby repealed and this Resolution shall take immediate effect.

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Adopted this 9th day of March, 2023.

W. Thomas Worthy
Chair, MARTA Board of Directors

Attest:

Tyrene L. Huff
Assistant Secretary

Approved as to Legal Form:

Peter J. Andrews
Chief Counsel

EXHIBIT "A"

SERIES 2023A BONDS

EXHIBIT "B"

FORM OF TWENTY-NINTH SUPPLEMENTAL INDENTURE

EXHIBIT "C"

BOND PURCHASE AGREEMENT

EXHIBIT "D"

CONTINUING DISCLOSURE AGREEMENT

EXHIBIT "E"

EXECUTED DEALER MANAGER AGREEMENT

SECRETARY'S CERTIFICATE

The undersigned Assistant Secretary of the Metropolitan Atlanta Rapid Transit Authority ("MARTA"), DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of the resolution, adopted on March 9, 2023, by the MARTA Board of Directors in a meeting duly called and assembled, which was open to the public and at which a quorum was present and acting throughout, and that the original of said resolution appears of record in the Minute Book of MARTA which is in the undersigned's custody and control.

WITNESS my hand and the official seal of MARTA, this 9th day of March, 2023.

Tyrene L. Huff
Assistant Secretary

(CORPORATE SEAL)

H&K Draft: 01/___/2023

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY

Resolution

A RESOLUTION authorizing the defeasance of the Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Bonds (Third Indenture Series), Refunding Series 2007A.

W I T N E S E T H:

WHEREAS, Pursuant to an Act of the General Assembly of the State of Georgia (Ga. Laws 1965, p. 2243), as amended and supplemented (the “Act”), the Metropolitan Atlanta Rapid Transit Authority (the “Authority”) exists for the purposes of planning, designing, leasing (as lessee), purchasing, acquiring, holding, owning, constructing, improving, equipping, financing, maintaining and administering a rapid transit system (the “System”) within the metropolitan area comprising the Counties of Fulton, DeKalb, Cobb, Clayton and Gwinnett (including the City of Atlanta), and operating the same, or contracting therefor, or leasing (as lessor) the same for operation by private parties; and

WHEREAS, plans and recommendations, dated September, 1971 (the “Engineering Report”), for the acquisition and construction of the System were prepared by Parsons Brinckerhoff-Tudor-Bechtel, General Engineering Consultants (a copy of said Engineering Report, as amended from time to time, is on file in the office of the Authority); and

WHEREAS, pursuant to referenda held during 1965 in accordance with the provisions of the Act, the qualified voters of the City of Atlanta, Georgia (the “City”) and of the counties of Fulton, DeKalb, Clayton and Gwinnett voted to participate further in the Authority, and the qualified voters of Cobb County voted not to so participate; and

WHEREAS, the Authority was and is authorized by the Act to enter into a contract with the local governments with respect to the acquisition, construction, improvement, operation and maintenance of a rapid transit system and the financial participation of such governments in the Authority; and

WHEREAS, the Authority entered into a contract, entitled the Rapid Transit Contract and Assistance Agreement (the “Original Contract”), as of the 1st day of September, 1971, as amended, with the City and Fulton, DeKalb, Clayton, and Gwinnett Counties, and the Original Contract sets forth the several promises of the City to perform certain obligations and of Fulton, DeKalb, Clayton and Gwinnett Counties to make the payments and to perform the other obligations therein set out in consideration of the undertaking on the part of the Authority to acquire, construct, improve, operate and maintain the System to the extent that its financial resources permit; and

WHEREAS, in accordance with the provisions of the Act, the Original Contract was approved by the qualified voters of Fulton and DeKalb Counties in 1971 but was not approved by the qualified voters of Clayton and Gwinnett Counties, and pursuant to the terms and the provisions of the Act and the Original Contract, the Original Contract therefore became final and binding on the City and Fulton and DeKalb Counties but did not become final and binding with respect to Clayton and Gwinnett Counties; and

WHEREAS, the payments to be made to the Authority under the Original Contract have been and are in an amount equal to the total receipts or credits during the term of the Original Contract from the levy of a retail sales and use tax for rapid transit purposes in the City, Fulton County and DeKalb County authorized by an Act of the Georgia General Assembly approved

March 16, 1971 (Ga. Laws 1971, p. 2082) and Section 32-9-13, Official Code of Georgia Annotated; and

WHEREAS, the Authority entered into a Rapid Transit Contract dated as of July 5, 2014 (the “Clayton Contract” and, together with the Original Contract, the “Contracts”) with Clayton County, Georgia (“Clayton County”), and the Clayton Contract incorporated the Original Contract therein and sets forth the several promises of Clayton County to make the payments and to perform the other obligations described therein in consideration of the undertaking on the part of the Authority to acquire, construct, improve, operate and maintain the System, to extent that its financial resources permit, including the extension of transit services into Clayton County; and

WHEREAS, in accordance with the provisions of the Act, the Clayton Contract was approved by the qualified voters of the Clayton County on November 4, 2014, and pursuant to the terms and the provisions of the Act and the Clayton Contract, the Clayton Contract therefore became final and binding on Clayton County; and

WHEREAS, the payments to be made to the Authority under the Clayton Contract have been and are in an amount equal to the total receipts or credits during the term of the Clayton Contract from the levy of a retail sales and use tax for rapid transit purposes in Clayton County that began in March 2015; and

WHEREAS, pursuant to the vote of the qualified voters of Clayton County described above, the Clayton Contract and a Fourteenth Amendment to Rapid Transit Contract and Assistance Agreement, dated as of December 9, 2014, among the Authority, the City, Fulton, DeKalb and Clayton Counties, the Original Contract became final and binding with respect to Clayton County; and

WHEREAS, neither the Contracts nor the Act contemplates or authorizes the imposition or collection of any ad valorem tax for the purpose of financing the System; and

WHEREAS, the Contracts were entered into on the assumption that the United States of America would defray a substantial part of the costs of planning, designing, purchasing, acquiring, constructing, improving and equipping the System (collectively, the “Costs of the System”); and

WHEREAS, the Authority has entered into contracts with the United States of America pursuant to which the United States of America has agreed to defray a substantial part of the Costs of the System; and

WHEREAS, a portion of certain title ad valorem taxes on motor vehicles registered in Clayton County, Fulton County and DeKalb County (“TAVT Receipts”) are to be paid by Clayton, Fulton and DeKalb Counties to the Authority pursuant to Section 48-5C-1 et seq., Official Code of Georgia Annotated (the “TAVT Act”) for the purpose of financing the System; and

WHEREAS, the Authority intends to use the payments to be received by it under the Contracts and the TAVT Act to defray the remainder of such Costs of the System; and

WHEREAS, pursuant to a resolution of the Authority adopted November 3, 2003 (the “2003 Bond Resolution”), the Authority authorized the execution, delivery and performance of a Trust Indenture, dated as of October 1, 2003 (the “Original Indenture”), between the Authority and U.S. Bank Trust Company, National Association, a national banking association, as successor trustee (the “Trustee”) to provide for the issuance of revenue bonds for the purposes hereinafter described to assign to the Trustee all right, title and interest of the Authority in, to and under the Contracts and the TAVT Receipts, as security for such revenue bonds; and

WHEREAS, in accordance with Section 2.01 of the Original Indenture and under and pursuant to the 2003 Bond Resolution, the Authority previously authorized the issuance of up to an aggregate principal amount of One Billion Dollars (\$1,000,000,000) in revenue bonds (the “Original Bonds”) of the Authority, in one or more series, for the purposes of (i) paying the Costs of the System, and (ii) refunding from time to time all or any part of any outstanding revenue bonds of the Authority; and

WHEREAS, in accordance with Section 2.01 of the Original Indenture and under and pursuant to the 2003 Bond Resolution and certain other resolutions adopted subsequent to such 2003 Bond Resolution (collectively, the “Bond Resolution”) the Authority previously authorized the issuance of up to an aggregate principal amount of up to \$6,000,000,000 in revenue bonds (the “Bonds”) of the Authority, in one or more series, for the purposes of (i) paying the Costs of the System, and (ii) refunding from time to time all or any part of any outstanding revenue bonds of the Authority; and

WHEREAS, pursuant to the Bond Resolution and as required by the provisions of the Act, proceedings to validate the Bonds and the security therefor in accordance with the Revenue Bond Law of Georgia (Ga. Laws 1937, p. 761) were instituted in the Superior Court of Fulton County, Georgia and such Court entered orders dated February 16, 2004, January 3, 2007, December 8, 2008, October 8, 2013, November 3, 2015, December 3, 2019 and October 8, 2020 confirming and validating the Original Bonds, the Additional Bonds (as defined in the Indenture), the Original Contract, the Clayton Contract and the Authority’s interest in the TAVT Receipts, respectively, and the security therefor in all respects, which orders are now final and binding; and

WHEREAS, the Authority may, but is not required to, provide for an irrevocable letter of credit, a line or lines of credit, a policy of insurance, security agreement, pledge agreement, bond purchase agreement, guaranty, trust deposit receipt, surety bond or other credit or liquidity facility to support timely payments of principal of, purchase price, if any, redemption premium, if any, and interest on, any series of the Bonds, in whole or in part, as provided in any resolution of the Authority duly adopted in connection with the issuance of any Bonds; and

WHEREAS, it is contemplated that the payments to be received by the Authority under the Contracts and the TAVT Act will be sufficient to pay the principal of, redemption premium, if any, and interest on the Authority’s previously issued and outstanding Bonds and the Series 2023 Bonds (described below); and

WHEREAS, the Original Indenture and the Bond Resolution provide that, subject to the conditions contained therein, the Bonds may be issued and sold in one or more series from time to time as may be determined by the Authority for the purposes set forth therein; and

WHEREAS, the Authority now deems it advisable and in its interest to use funds of the Authority to defease to maturity its Sales Tax Revenue Bonds (Third Indenture Series), Refunding Series 2007A (the “Defeased Bonds”); and

WHEREAS, the Authority proposes to authorize the execution and delivery of an Escrow Deposit Agreement, to be dated its date of execution and delivery (the “Escrow Deposit Agreement”), with U.S. Bank Trust Company, National Association, as escrow agent and trustee relating to the defeasance of the Defeased Bonds; and

WHEREAS, in order to effect the undertakings contemplated by this Resolution, it will be necessary for the Authority to obtain certain consulting and other services, including but not limited to Trustee services, legal services, the services of financial advisors and economic advisors, printing services, the services of credit rating agencies and the services of independent certified public accountants and verification agents;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Metropolitan Atlanta Rapid Transit Authority as follows:

Section 1. Resolution. This Resolution is adopted by the Authority pursuant to and in accordance with the Indenture. All covenants, conditions and agreements of the Indenture shall apply with full force and effect to the Defeased Bonds, except as otherwise provided herein.

Section 2. Definitions. Except as otherwise defined herein, terms defined in the Indenture are used in this Resolution with the meanings assigned to them in the Indenture.

Section 3. Authorization of Escrow Deposit Agreement. The execution, delivery and performance of the Escrow Deposit Agreement are hereby authorized. The General Manager, Chief Financial Officer, Chair or Vice-Chair of the Authority is hereby authorized to execute and deliver, and the Secretary or Assistant Secretary of the Authority is hereby authorized to attest, the Escrow Deposit Agreement on behalf of the Authority. The Escrow Deposit Agreement shall be in substantially the form attached hereto as Exhibit “A,” subject to such changes, insertions or omissions as may be approved by the General Manager, Chief Financial Officer, Chair or Vice-Chair, and the execution of the Escrow Deposit Agreement by the General Manager, Chief Financial Officer, Chair or Vice-Chair of the Authority as hereby authorized shall be conclusive evidence of any such approval.

Section 4. Fees. The officers of the Authority, together with the Authority’s staff, are authorized to contract to pay costs in connection with the defeasance of the Defeased Bonds, including but not limited to the services of a trustee, escrow agent, financial advisors, economic advisors, independent certified public accountants, credit rating agencies, printing services and legal services.

Section 5. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in the Indenture shall be deemed to be a stipulation, obligation or agreement of any officer, director, agent or employee of the Authority in his individual capacity, and no such officer, director, agent or employee shall be personally liable on the Series 2023A Bonds or be subject to personal liability or accountability by reason of the issuance thereof.

Section 6. General Authority. From and after the execution and delivery of the documents hereinabove authorized, the proper officers, directors, agents and employees of the Authority are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such documents as executed, and are further authorized to take any and all further actions and execute and deliver any and all other documents and certificates as may be necessary or desirable in connection with the defeasance of the Defeased Bonds and to document compliance with the provisions of the Code or other applicable law.

Section 7. Actions Approved and Confirmed. All acts and doings of the officers of the Authority which are in conformity with the purposes and intents of this Resolution, and in the furtherance of the issuance of the defeasance of the Defeased Bonds and the execution, delivery and performance of the Escrow Deposit Agreement and the performance of the Indenture, shall be, and the same hereby are, in all respects approved and confirmed.

Section 8. Severability of Invalid Provisions. If any one or more of the agreements or provisions herein contained shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining agreements and provisions and shall in no way affect the validity of any of the other agreements and provisions hereof or authorized hereunder.

Section 9. Repealing Clause. All resolutions or parts thereof of the Authority in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 10. Effective Date. This Resolution shall take effect immediately upon its adoption.

Section 11. Limitation of Rights. With the exception of the rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution is intended or shall be construed to give any person other than the parties hereto and the Owners of the Defeased Bonds any legal or equitable right, remedy or claim under or in respect to this Resolution or any covenant, condition and agreement herein contained; this Resolution and all of the covenants, conditions and agreements hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Owners of the Defeased Bonds as herein provided.

Section 12. Successors and Assigns. This Resolution shall be binding upon, inure to the benefit of and be enforceable by the Authority and its successors and assigns.

Section 13. Applicable Law. This Resolution shall be governed by the applicable laws of the State of Georgia.

Section 14. Conflicts. This Resolution is adopted in accordance with Section 2.02 of the Original Indenture. All resolutions in conflict herewith are to the extent of such conflict hereby repealed and this Resolution shall take immediate effect.

[Remainder of page intentionally left blank]

Adopted this 9th day of March, 2023.

W. Thomas Worthy
Chair - MARTA Board of Directors

Attest:

Tyrene L. Huff
Assistant Secretary

Approved as to Legal Form:

Peter J. Andrews
Chief Counsel

EXHIBIT "A"

FORM OF ESCROW DEPOSIT AGREEMENT

SECRETARY'S CERTIFICATE

The undersigned Assistant Secretary of the Metropolitan Atlanta Rapid Transit Authority ("MARTA"), DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of the resolution, adopted on March 9, 2023, by the MARTA Board of Directors in a meeting duly called and assembled, which was open to the public and at which a quorum was present and acting throughout, and that the original of said resolution appears of record in the Minute Book of MARTA which is in the undersigned's custody and control.

WITNESS my hand and the official seal of MARTA, this 9th day of March, 2023.

Tyrene L. Huff
Assistant Secretary

(CORPORATE SEAL)

**RESOLUTION AUTHORIZING THE PLACEMENT OF EXCESS WORKERS' COMPENSATION
INSURANCE FOR POLICY PERIOD APRIL 1, 2023 – APRIL 1, 2024**

WHEREAS, MARTA has excess workers' compensation insurance with statutory limits with an expiration date of April 1, 2023, and

WHEREAS, negotiations by MARSH have resulted in proposals for replacing this policy, effective April 1, 2023 for one year, to April 1, 2024, and

WHEREAS, such excess workers' compensation coverage is available for a one-year period and includes statutory limits excess of a \$2,000,000 per occurrence self-insured retention, at a not to exceed total cost of \$ 268,000.

RESOLVED THEREFORE, that the General Manager/CEO or his designee is hereby authorized and directed to effect or place excess workers' compensation coverage effective April 1, 2023 to April 1, 2024 at a not to exceed total cost of \$ \$268,000.

Approved as to Legal Form:

DocuSigned by:
Peter J. Andrews
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**Chief Counsel, Metropolitan Atlanta
Rapid Transit Authority**

**RESOLUTION AUTHORIZING THE MODIFICATION IN CONTRACTRACTUAL
AUTHORIZATION FOR MULT-FUNCTIONAL PRINTERS (MFPs) LEASE AND
MAINTENANCE SERVICES CONTRACT NUMBER RFP P33231**

WHEREAS, on January 1, 2017 the General Manager entered into a Contract with Canon Solutions America, Inc. for Multi-Functional Printers (MFPs) Lease and Maintenance Services, Request for Proposals P33231; and

WHEREAS, on June 22, 2020 the General Manager/CEO's contingency of \$85,949.96 was requested and utilized; and

WHEREAS, on November 12, 2020 the Board of Directors of the Metropolitan Atlanta Rapid Transit Authority authorized the General Manager/CEO or his delegate to increase the contractual authorization to add additional funds for Multi-Functional Printers (MFPs) Lease and Maintenance Services, Request for Proposals P33231 in the amount of \$492,380.00; and

WHEREAS, MARTA staff has determined that it is in the best interest of the Authority to extend the contract term and increase the contract value to provide for known changes and additions to the contract; and

WHEREAS, all contractual changes and additions for this modification will follow the Authority's procurement policies and guidelines; and

RESOLVED THEREFORE, by the Board of Directors of the Metropolitan Atlanta Rapid Transit Authority that the General Manager/CEO or his delegate be, and hereby is, authorized to extend the contract term and increase the authorization for Contract No. P33231 Multi-Functional Printers (MFPs) Lease and Maintenance Services from \$2,297,329.08 to \$2,406,690.63.

Approved as to Legal Form:

DocuSigned by:

Peter J. Andrews

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**Chief Counsel, Metropolitan Atlanta
Rapid Transit Authority**

RESOLUTION AUTHORIZING AWARD OF A CONTRACT FOR THE PROCUREMENT OF MULTIFUNCTIONAL PRINTERS LEASE AND MAINTENANCE SERVICES, IFB B50184

WHEREAS, the Authority's Office of Information Technology has identified the need for the Procurement of Multi-Functional Printers Lease and Maintenance Services, Invitation for Bids Number B50184; and

WHEREAS, on October 3, 2022, the Metropolitan Atlanta Rapid Transit Authority duly sent Notice of the Invitation for Bids to potential Bidders; and

WHEREAS, notice of the said Invitation for Bids was advertised in the local newspaper of the largest circulation in the Atlanta metropolitan area, once in each of the two weeks prior to opening bids; and

WHEREAS, all Bidders were given an opportunity to protest the bid instructions, specifications, and/or procedures; and

WHEREAS, on November 16, 2022 at 11:00 a.m., local time, three (3) bids were publicly opened and read aloud; and

WHEREAS, the lowest bid submitted by Toshiba America Business Solutions, Inc. was determined to be non-responsible as the bidder failed to meet the bid requirements.

WHEREAS, the second lowest bid submitted by Canon Solutions America Inc., is responsive and responsible and the bidder is capable of performing the Contract.

RESOLVED THEREFORE, by the Board of Directors of the Metropolitan Atlanta Rapid Transit Authority that the General Manager/CEO or his delegate be, and hereby is, authorized to execute a Contract on substantially the same terms and conditions as contained in the Invitation for Bids Number B50184, Procurement of Multi-Functional Printers Lease and Maintenance Services between the Authority and Canon Solutions America Inc., in the amount of \$1,346,353.04.

Approved as to Legal Form:

DocuSigned by:
Peter J. Andrews
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**Chief Counsel, Metropolitan Atlanta
Rapid Transit Authority**

AUTHORIZATION AND VALIDATION OF ADDITIONAL
METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY
SALES TAX REVENUE BONDS

RESOLUTION
Adopted March 9, 2023

A RESOLUTION AUTHORIZING (A) THE ISSUANCE OF ITS METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY SALES TAX REVENUE BONDS IN AN AUTHORIZED AGGREGATE AMOUNT NOT TO EXCEED \$1,800,000,000 IN ONE OR MORE SERIES, FROM TIME TO TIME, UNDER THE SUCH INDENTURE, (B) DIRECTING THE GIVING OF NOTICE TO THE DISTRICT ATTORNEY OF THE ATLANTA JUDICIAL CIRCUIT OF THE INTENTION OF THE AUTHORITY TO ISSUE SUCH BONDS, (C) MAKING PROVISIONS FOR THE VALIDATION OF SAID BONDS AND (D) MAKING OTHER PROVISIONS WITH RESPECT TO THE FOREGOING.

WHEREAS, the Metropolitan Atlanta Rapid Transit Authority (the "Authority") was created pursuant to an Act of the General Assembly of the State of Georgia, approved March 10, 1965 (GA. Laws 1965, p. 2243, as supplemented) (the "Act") for the purposes of planning, designing, leasing (as lessee), purchasing, acquiring, holding, owning, constructing, improving, equipping, financing, maintaining and administering a rapid transit system (the "System") within the metropolitan area comprising the Counties of Fulton, DeKalb, Cobb, Clayton and Gwinnett (including the City of Atlanta), and operating the same, or contracting therefor, or leasing (as lessor) the same for operation by private parties; and

WHEREAS, pursuant to referenda held during 1965 in accordance with the provisions of the Act, the qualified voters of the City of Atlanta, Georgia (the "City") and the counties of Fulton, DeKalb, Clayton and Gwinnett voted to participate further in the Authority, and the qualified voters of Cobb County voted not to so participate; and

WHEREAS, the Authority was and is authorized by the Act to enter into a contract with the local governments with respect to the acquisition, construction, improvement, operation and maintenance of a rapid transit system and the financial participation of such governments in the Authority; and

WHEREAS, the Authority entered into a contract, entitled Rapid Transit Contract and Assistance Agreement, dated as of the September 1, 1971 (as amended, the "Contract"), with the City and Fulton, DeKalb, Clayton, and Gwinnett Counties and said Contract sets forth the several promises of the City to perform certain obligations and of Fulton, DeKalb, Clayton and Gwinnett Counties to make the payments and to perform the other obligations therein set out in consideration of the undertaking on the part of the Authority to acquire, construct, improve, operate and maintain the System to the extent that its financial resources permit; and

WHEREAS, in accordance with the provisions of the Act, the Contract was approved by the qualified voters of Fulton and DeKalb Counties but was not approved by the qualified voters of Clayton and Gwinnett Counties, and, pursuant to the terms and the provisions of the Act and the Contract, the Contract therefore became final and binding on the City and Fulton

and DeKalb Counties but did not become final and binding with respect to Clayton and Gwinnett Counties; and

WHEREAS, the payments to be made to the Authority under the Original Contract have been and are in an amount equal to the total receipts or credits during the term of the Original Contract from the levy of a retail sales and use tax for rapid transit purposes in the City, Fulton County and DeKalb County authorized by an Act of the Georgia General Assembly approved March 16, 1971 (Ga. Laws 1971, p. 2082) and Section 32-9-13, Official Code of Georgia Annotated; and

WHEREAS, the Authority entered into a Rapid Transit Contract dated as of July 5, 2014 (the “Clayton Contract” and, together with the Original Contract, the “Contracts”) with Clayton County, Georgia (“Clayton County”), and the Clayton Contract incorporated the Original Contract therein and sets forth the several promises of Clayton County to make the payments and to perform the other obligations described therein in consideration of the undertaking on the part of the Authority to acquire, construct, improve, operate and maintain the System, to extent that its financial resources permit, including the extension of transit services into Clayton County; and

WHEREAS, in accordance with the provisions of the Act, the Clayton Contract was approved by the qualified voters of the Clayton County on November 4, 2014, and pursuant the terms and the provisions of the Act and the Clayton Contract, the Clayton Contract therefore became final and binding on Clayton County; and

WHEREAS, a portion of certain title ad valorem taxes on motor vehicles registered in Clayton County, Fulton County and DeKalb County (“TAVT Receipts”) are to be paid by Clayton, Fulton and DeKalb Counties to the Authority pursuant to Section 48-5C-1 et seq., Official Code of Georgia Annotated (the “TAVT Act”) for the purpose of financing the System; and

WHEREAS, the Authority intends to use the payments to be received by it under the Contracts and the TAVT Act to defray the remainder of such Costs of the System; and

WHEREAS, pursuant to the vote of the qualified voters of Clayton County described above, the Clayton Contract and a Fourteenth Amendment to Rapid Transit Contract and Assistance Agreement, dated as of December 9, 2014, among the Authority, the City, Fulton, DeKalb and Clayton Counties, the Original Contract became final and binding with respect to Clayton County; and

WHEREAS, the payments to be made to the Authority under the Contracts have been and are in an amount equal to the total receipts or credits during the term of the Contracts from the levy of a retail sales and use tax for rapid transit purposes authorized by an Act of the Georgia General Assembly approved March 16, 1971 (Ga. Laws 1971, p. 2082); and

WHEREAS, in order to assure that such funds would be available when needed for the costs of the System, the Authority deemed it necessary and advisable to issue revenue bonds and other obligations in anticipation of and to be repaid from the payments to be received by it under the Contracts; and

WHEREAS, under and pursuant to a resolution of the Authority adopted November 3, 2003 (the "2003 Bond Resolution"), in order that provision be made for the issuance of revenue bonds, commercial paper notes and other obligations for the purposes hereinafter described and that all right, title and interest of the Authority in, to and under the Contracts be assigned to a corporate trustee, the Authority entered into a Trust Indenture dated as of October 1, 2003, between the Authority and U.S. Bank Trust Company, National Association, a national banking association, as trustee (the "Trustee") (as supplemented from time to time, the "Indenture"); and

WHEREAS, in accordance with Section 2.01 of the Indenture and under and pursuant to the 2003 Bond Resolution, the Authority has authorized the issuance of revenue bonds and commercial paper notes (the "Existing Parity Bonds") of the Authority, in one or more series, for the purposes of (i) paying the costs of the System and reimbursing the Authority for amounts expended from other than proceeds of any series of Existing Parity Bonds in payment of costs of the System (but only to the extent that such reimbursement will not cause the interest on the Existing Parity Bonds to become included in the gross income for federal income tax purposes) and (ii) refunding from time to time all or any part of any Existing Parity Bonds issued under the Indenture; and

WHEREAS, pursuant to the 2003 Bond Resolution and as required by the provisions of the Act, proceedings to validate the Existing Parity Bonds were instituted in the Superior Court of Fulton County, Georgia and such Court entered orders dated February 16, 2004, November 24, 2004, January 3, 2007, December 8, 2008, October 8, 2013, November 3, 2015, December 3, 2019 and October 8, 2020, confirming and validating the Existing Parity Bonds and the security therefore in all respects, which orders are now final and binding; and

WHEREAS, in order to assure that continued funds are available when needed for the payment of the Costs of the System, and upon satisfaction of certain terms and conditions set forth in Section 2.12 of the Indenture for issuing revenue bonds secured by a lien on the payments under the Contracts, the Authority deems it necessary and advisable to again authorize the issuance of up to an additional aggregate principal amount of One Billion Eight Hundred Million Dollars. (\$1,800,000,000) in revenue bonds and/or commercial paper notes (the "2023 Additional Bonds" and, together with the Existing Parity Bonds, the "Bonds") of the Authority, in one or more series under the Indenture, for the purposes of (i) paying the costs of the System and reimbursing the Authority for amounts expended from other than proceeds of any series of Additional Bonds in payment of costs of the System (but only to the extent that such reimbursement will not cause the interest on such Additional Bonds to become included in the gross income for federal income tax purposes) and (ii) refunding from time to time all or any part of any Existing Parity Bonds previously or hereafter issued under the Indenture, or any Additional Bonds issued under the Indenture; and

WHEREAS, it is contemplated that (i) the payments to be received by the Authority under the Contracts and the TAVT, after payment of such amounts as are required by the terms of the Indenture to be paid to the Trustee for the benefit of the holders of the Bonds, will be sufficient to pay the principal of, redemption premium, if any, and interest on the Bonds presently

outstanding and issued under and pursuant to the Indenture and any Bonds previously authorized and validated but not presently issued and (ii) the Additional Bonds heretofore and hereinafter authorized, as the same become due, whether at maturity or upon mandatory or optional redemption prior to maturity, together with any redemption premium payable thereon; and

WHEREAS, the Indenture provides that, subject to the conditions contained therein including, without limitation, the requirement that any additional bonds, in aggregate principal amount which exceeds the aggregate principal amount of previously authorized and validated Bonds, be validated in accordance with the laws of the State of Georgia, the Additional Bonds may be issued and sold in one or more series from time to time as may be determined by the Authority for the purposes set forth therein, as provided in a resolution of the Authority (a "Series Resolution") duly adopted or in a supplemental indenture to the Indenture (a "Supplemental Indenture") duly entered into in connection with the issuance of any series of Additional Bonds;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Metropolitan Atlanta Rapid Transit Authority as follows:

Section 1. Authorization of Additional Bonds. Upon satisfaction of certain terms and conditions set forth in Section 2.12 of the Indenture for issuing Additional Bonds secured by a lien on the payments under the Contracts and the TAVT and for the purposes of (i) paying the Costs of the System and reimbursing the Authority for amounts expended from other than proceeds of any series of Bonds in payment of Costs of the System, and (ii) refunding from time to time all or any part of any Bonds issued under the Indenture, there is hereby authorized the issuance of Additional Bonds. The Additional Bonds shall be issued in one or more series from time to time as shall be provided in a Series Resolution or Supplemental Indenture of the Authority, adopted or executed prior to the sale of each such series, shall bear or accrue interest at such rate or rates not to exceed twelve percent (12%) per annum as may be established in the respective Series Resolution or Supplemental Indenture, payable semiannually on the first days of January and July of each year or in such other manner as may be authorized by the related Series Resolution or Supplemental Indenture, shall be callable for redemption at the option of the Authority at such times and for such redemption premium, if any, shall mature or be subject to a mandatory call for redemption in such principal amounts in such years and be dated as of such dates, all as shall be provided in the respective Series Resolution or Supplemental Indenture, provided that (i) the aggregate annual principal (including principal and redemption premium, if any, becoming due by virtue of mandatory redemption prior to maturity) and interest to be paid on said Additional Bonds of all series during any period commencing on July 2 of any year and ending on July 1 of the following year ("Bond Year") shall not exceed the lesser of (A) \$_____ or (B) the total of all sums and amounts to be paid pursuant to the Contracts for each such Bond Year, as reasonably estimated by a Consultant (as defined in the Indenture) prior to the issuance of any series of Additional Bonds, unless authorized by the Authority in accordance with the Act and the terms and conditions of the Indenture, and subject to such further validation proceedings as may be then required by law and (ii) any Additional Bonds shall mature no later than expiration of the Contracts.

The Additional Bonds shall be payable as to principal and interest as provided in the Supplemental Indenture or in a Series Resolution.

The Additional Bonds may be sold at a discount even if as a result thereof the effective interest payable thereon exceeds twelve percent (12%) per annum, provided that the stated rate of interest on any such Additional Bond does not exceed twelve percent (12%) per annum.

In the event the Additional Bonds of any series shall provide for the principal thereof or the redemption premium (if any) or interest thereon to be secured by a Credit Facility (as such term is defined in the Indenture), such Additional Bonds may, but need not, provide for mandatory tender and purchase thereof with the proceeds of such Credit Facility in lieu of payment thereof at any time the principal of such Additional Bonds shall become due and payable, whether at the stated maturity thereof, upon call for redemption or upon acceleration. The Additional Bonds shall be in substantially the form provided by the Indenture or by the respective Series Resolution or Supplemental Indenture and shall be executed on behalf of the Authority by the manual or facsimile signature of the Chairman or Vice Chairman and shall bear the official seal of the Authority, attested by the manual or facsimile signature of the Secretary or Assistant Secretary of the Authority.

Section 2. Authorization of Indenture Supplements. In order to provide for the issuance of and to secure the Additional Bonds, the Authority hereby authorizes the execution and delivery of Supplemental Indentures to be executed by the Chairman or Vice Chairman of the Board of Directors of the Authority under the seal of the Authority, attested by the Secretary or Assistant Secretary of the Authority, and shall be delivered by the Chairman or Vice Chairman to the Trustee prior to or simultaneously with the delivery of each series of the Additional Bonds. The form of any Supplemental Indenture shall be included or attached to the respective Series Resolution of the Board of Directors to be adopted prior to the delivery of any series of Additional Bonds.

Section 3. Pledge. The Bonds and the interest and any redemption premium thereon shall be payable solely from the Metropolitan Atlanta Rapid Transit Authority Bond Fund which has been established with the Trustee in accordance with Section 7.04 of said Indenture. Said Bond Fund shall constitute the special debt retirement fund required by Section 10 of the Act and there is hereby pledged to be paid into said Bond Fund the revenues pledged thereto under the Indenture, including particularly the payments to be made to the Authority under the Contracts and the TAVT. If other political subdivisions hereafter become obligated to make payments under the Contracts, the sums payable by said additional political subdivisions under the Contracts shall also be pledged to said Bond Fund and upon the execution and delivery of the respective Series Resolution or Supplemental Indenture as provided in Article XIII of the Indenture, to the payment of Existing Parity Bonds previously authorized and validated but not presently issued and to the payment of the Additional Bonds. The issuance of the Additional Bonds shall not directly or indirectly or contingently obligate any local government to levy or pledge any form of taxation whatever therefor or to make any appropriation for the payment of said Additional Bonds except in accordance with the Contracts.

As additional security for the payment of the Bonds, and the payment of the interest or any redemption premium thereon, the Authority has pledged and assigned, and does hereby reaffirm such pledge and assignment, under the Indenture to the Trustee, for the benefit of the registered owners of the Bonds, all rights, title and interest of the Authority in, to and under the

Contracts, including, but not limited to, the payments to be made to the Authority thereunder, and the payments to be made to the Authority pursuant to the TAVT.

The Act, including Section 25 thereof authorizing participating local governments to levy a retail sales and use tax upon the retail purchase, retail sale, rental, storage, use or consumption of tangible personal property and services, shall constitute a contract with the registered owners of the Bonds, as declared in Section 10(q) of the Act, and said contract is made in part for the purpose of securing, and inducing investors to buy, the Bonds. In accordance with the provisions of the Act, the rights of the registered owners of the Bonds under said contract shall not be subject to impairment by the General Assembly of the State of Georgia whether or not by repeal or by reducing the rates, subjects or territory at, on and within which such tax is imposed whenever such repeal or reduction would impair the security of the Bonds.

Section 4. Validation. The Chairman of the Board of the Authority shall notify the District Attorney of the Atlanta Judicial Circuit in writing of the fact that this Resolution has been adopted by the Board of Directors and of the intention of the Authority to issue said Additional Bonds. The service of such notice shall be personal upon the District Attorney and shall be accompanied by a certified copy of this Resolution and an executed copy of the Indenture, but in the event said District Attorney is absent from the circuit such notice shall be served in person upon the Attorney General of the State of Georgia. Said District Attorney or Attorney General is hereby requested to proceed to prepare and file in the office of the Clerk of the Superior Court of said County in the name of the State and against the Authority and against the City of Atlanta and the Counties of Fulton, DeKalb and Clayton seeking an order of said Court requiring the Authority by its proper officers to show cause, if any, why said Additional Bonds and the security for the payment thereof should not be confirmed and validated and requiring said City and Counties to show cause, if any, why the Contracts, and the terms and conditions of said Contracts, should not be inquired into by the Court and the validity of the terms thereof to be determined and said Contracts adjudicated as security for the payment of said Additional Bonds. The Chairman and the Secretary or Assistant Secretary of the Authority are hereby authorized to sign all documents and pleadings in connection with the validation of said Additional Bonds and Contracts on behalf of the Authority.

The provisions of the Indenture, solely as it relates to any Additional Bonds, shall not become effective and shall be of no force or effect, nor shall it be binding upon the Authority or the Trustee, unless and until such time as an order of the Court is issued confirming and validating the Additional Bonds and the security therefor and may not be subject to an appeal or petition for review.

Section 5. Ratification of Indenture. The terms and provisions of the Indenture are hereby ratified and reaffirmed in all respects.

Section 6. Waiver of Audit. The waiver of the performance audit or performance review by the Authority with respect to the Additional Bonds as such terms are described in O.C.G.A Section 36-82-100 is hereby authorized and approved.

Section 7. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in the Indenture shall be deemed to be a stipulation, obligation or agreement

of any officer, director, agent or employee of the Authority in his individual capacity, and no such officer, director, agent or employee shall be personally liable on the Bonds or be subject to personal liability or accountability by reason of the issuance thereof.

Section 8. General Authority. From and after the execution and delivery of the documents hereinabove authorized, the proper officers, directors, agents and employees of the Authority are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such documents as executed, and are further authorized to take any and all further actions and execute and deliver any and all other documents and certificates as may be necessary or desirable in connection with the issuance or sale of the Bonds, the execution and delivery of the Second Amendment to Indenture, or the execution and delivery of a Series Resolution or a Supplemental Indenture, and to document compliance with the provisions of the Code or other applicable law.

Section 9. Fees. The officers of the Authority, together with the Authority's staff, are authorized to contract to pay costs in connection with the validation of Additional Bonds, including but not limited to the services of financial advisors, economic advisors, and legal services.

Section 10. Actions Approved and Confirmed. All acts and doings of the officers of the Authority which are in conformity with the purposes and intents of this Resolution, and in the furtherance of the issuance of the Additional Bonds and the execution, delivery and performance of the Second Amendment to Indenture and a Series Resolution or a Supplemental Indenture relating to any Additional Bonds shall be, and the same hereby are, in all respects approved and confirmed.

Section 11. Severability of Invalid Provisions. If any one or more of the agreements or provisions herein contained shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining agreements and provisions and shall in no way affect the validity of any of the other agreements and provisions hereof or of the Additional Bonds and execution, delivery and performance of the Second Amendment to Indenture authorized hereunder.

Section 12. Repealing Clause. All resolutions or parts thereof of the Authority in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 13. Effective Date. This Resolution shall take effect immediately upon its adoption.

[Remainder of page intentionally left blank]

Adopted this 9th day of March, 2023.

W. Thomas Worthy
Chair - MARTA Board of Directors

Tyrene L. Huff
Assistant Secretary

Approved as to Legal Form:

Peter J. Andrews
Chief Counsel

SECRETARY'S CERTIFICATE

THE UNDERSIGNED, Assistant Secretary of the Metropolitan Atlanta Rapid Transit Authority (the "Authority"), DOES HEREBY CERTIFY that the foregoing pages of typewritten matter pertaining to the authorization of certain documents relating to the "Metropolitan Atlanta Rapid Transit Authority Sales Tax Revenue Bonds" in an authorized aggregate amount not to exceed \$1,800,000,000, constitute a true and correct copy of the Resolution, adopted on March 9, 2023, by the directors of the Authority in a meeting duly called and assembled, which was open to the public and at which a quorum was present and acting throughout, and that the original of said Resolution appears of record in the Minute Book of the Authority which is in the undersigned's custody and control.

WITNESS my hand and the official seal of the Metropolitan Atlanta Rapid Transit Authority , this 9th day of March, 2023.

Tyrene L. Huff
Assistant Secretary

(CORPORATE SEAL)

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT FOR THE PROCUREMENT OF
SUMMERHILL BUS RAPID TRANSIT (BRT) CONSTRUCTION, IFB B50070**

WHEREAS, the Authority's Office of Capital Programs & Delivery has identified the need for the Procurement of Summerhill Bus Rapid Transit (BRT) Construction, Invitation for Bids Number B50070; and

WHEREAS, on November 20, 2022, the Metropolitan Atlanta Rapid Transit Authority duly sent Notice of the Invitation for Bids to potential Bidders; and

WHEREAS, notice of the said Invitation for Bids was advertised in the local newspaper of the largest circulation in the Atlanta metropolitan area, once in each of the two weeks prior to opening bids; and

WHEREAS, all Bidders were given an opportunity to protest the bid instructions, specifications, and/or procedures; and

WHEREAS, on February 08, 2023 at 2:00 p.m., local time, one (1) bid was publicly opened and read aloud; and

WHEREAS, the single bid submitted by Archer Western Construction, is responsive and responsible and the bidder is capable of performing the Contract.

RESOLVED THEREFORE, by the Board of Directors of the Metropolitan Atlanta

Rapid Transit Authority that the General Manager/CEO or his delegate be, and hereby is, authorized to execute a Contract on substantially the same terms and conditions as contained in the Invitation for Bids Number B50070, Procurement of Summerhill Bus Rapid Transit (BRT) Construction between the Authority and Archer Western Construction, in the amount of \$59,950,401.00, plus a ten percent (10%) Contract contingency in the amount of \$5,995,040.10, for a total Contract amount of \$65,945,441.10.

Approved as to Legal Form:

DocuSigned by:

Peter J. Andrews

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**Chief Counsel, Metropolitan Atlanta
Rapid Transit Authority**

**RESOLUTION AUTHORIZING THE MODIFICATION IN CONTRACTUAL AUTHORIZATION FOR
SNOW AND DEBRIS REMOVAL SERVICES CONTRACT NUMBER IFB B47306**

WHEREAS, on August 5, 2022 the General Manager entered into a Contract with Good Choice X-pert Tree Service, LLC for Snow and Debris Removal Services, Invitation for Bids B47306; and

WHEREAS, MARTA staff has determined that it is in the best interest of the Authority to increase the contract value to provide for known changes and additions to the contract; and

WHEREAS, all contractual changes and additions for this modification will follow the Authority's procurement policies and guidelines; and

WHEREAS, the Department of Internal Audit will be requested to perform a Cost / Price Analysis to determine fair and reasonable pricing.

RESOLVED THEREFORE; by the Board of Directors of the Metropolitan Atlanta Rapid Transit Authority that the General Manager/CEO or his delegate be, and hereby is, authorized to increase the authorization for Contract No. B47306 Snow and Debris Removal Service from \$199,950.00 to \$499,950.00.

Approved as to Legal Form:

DocuSigned by:

Peter J. Andrews

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**Chief Counsel, Metropolitan Atlanta
Rapid Transit Authority**

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT FOR THE PROCUREMENT OF
ENGINE OIL FOR TRANSIT BUSES & AUTOMOBILES, IFB B50166**

WHEREAS, the Authority's Office of Bus Maintenance has identified the need for the Procurement of Engine Oil for Transit Buses & Automobiles, Invitation for Bids Number B50166; and

WHEREAS, on September 7, 2022, the Metropolitan Atlanta Rapid Transit Authority duly sent Notice of the Invitation for Bids to potential Bidders; and

WHEREAS, notice of the said Invitation for Bids was advertised in the local newspaper of the largest circulation in the Atlanta metropolitan area, once in each of the two weeks prior to opening bids; and

WHEREAS, all Bidders were given an opportunity to protest the bid instructions, specifications, and/or procedures; and

WHEREAS, on September 28, 2022 at 2:00 p.m., local time, Six (6) bids were publicly opened and read aloud; and

WHEREAS, the lowest bid submitted by Taylor Enterprises, Inc., was determined to be non-responsible for failing to meet the Disadvantage Business Enterprise (DBE) goal requirements or providing Good Faith Efforts; and

WHEREAS, the second lowest bid submitted by The McPherson Companies Inc., is responsive and responsible and the bidder is capable of performing the Contract.

RESOLVED THEREFORE, by the Board of Directors of the Metropolitan Atlanta Rapid Transit Authority that the General Manager/CEO or his delegate be, and hereby is, authorized to execute a Contract on substantially the same terms and conditions as contained in the Invitation for Bids Number B50166, Procurement of Engine Oil for Transit Buses & Automobiles between the Authority and The McPherson Companies, Inc., in the amount of \$4,246,535.

Approved as to Legal Form:

DocuSigned by:

Peter J. Andrews

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**Chief Counsel, Metropolitan Atlanta
Rapid Transit Authority**

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT FOR THE PROCUREMENT OF
EXTENDED SERVICE ANTIFREEZE, IFB B50157**

WHEREAS, the Authority's Office of Bus Maintenance has identified the need for the Procurement of Extended Service Antifreeze, Invitation for Bids Number B50157; and

WHEREAS, on September 29, 2022, the Metropolitan Atlanta Rapid Transit Authority duly sent notice of the Invitation for Bids to potential Bidders; and

WHEREAS, notices of the said Invitation for Bids were advertised in the local newspaper of the largest circulation in the Atlanta metropolitan area, once in each of the two weeks prior to opening bids; and

WHEREAS, all Bidders were given an opportunity to protest the bid instructions, specifications, and/or procedures; and

WHEREAS, On November 8, 2022, at 2:00 p.m., local time, six (6) bids were publicly opened and read aloud; and

WHEREAS, the lowest bid submitted for Safety-Kleen Systems, Inc. was determined to be non-responsive for failing to complete the Bid form.

WHEREAS, the second lowest bid submitted for Taylor Enterprises was determined to be non-responsible for failing to meet the Disadvantage Business Enterprise (DBE) goal requirements or providing Good Faith Efforts.

WHEREAS, the third lowest bid submitted for Five Points was determined to be non-responsible for failing to meet the Disadvantage Business Enterprise (DBE) goal requirements or providing Good Faith Efforts.

WHEREAS, the fourth lowest bid submitted for Spenergy, LLC was determined to be responsive and responsible, and the bidder is capable of performing the Contract.

RESOLVED THEREFORE, by the Board of Directors of the Metropolitan Atlanta Rapid Transit Authority that the General Manager/CEO or his delegate be, and hereby is, authorized to execute a Contract on substantially the same terms and conditions as contained in the Invitation of Bids Number B50157 Procurement of Extended Service Antifreeze between the Authority and Spenergy, LLC in the amount of \$1,085,000.00.

Approved as to Legal Form:

DocuSigned by:
Peter J. Andrews
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**Chief Counsel, Metropolitan Atlanta
Rapid Transit Authority**

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT FOR THE PROCUREMENT OF
PARKING LOT SWEEPING & CLEANING SERVICES, IFB B50151**

WHEREAS, the Authority's Office of Facilities has identified the need for the Procurement of Parking Lot Sweeping & Cleaning Services Invitation for Bids Number B50151; and

WHEREAS, on August 12, 2022, the Metropolitan Atlanta Rapid Transit Authority duly sent notice of the Invitation for Bids to potential Bidders; and

WHEREAS, notice of the said Invitation for Bids was advertised in the local newspaper of the largest circulation in the Atlanta metropolitan area, once in each of the two weeks prior to opening bids; and

WHEREAS, all Bidders were given an opportunity to protest the bid instructions, specifications, and/or procedures; and

WHEREAS, On October 4, 2022, at 2:00 p.m., local time, four (4) bids were publicly opened and read aloud; and

WHEREAS, the lowest bid submitted for Metro Vac & Broom Services, LLC. is responsive and responsible and the bidder is capable of performing the Contract.

WHEREAS, the second lowest bid submitted for Eco Sweep, LLC. was determined to be non-responsible for failing to meet the Disadvantage Business Enterprise (DBE) goal requirements or providing Good Faith Efforts.

WHEREAS, the third lowest bid submitted for AC Sweepers and Maintenance, Inc. is responsive and responsible, and the bidder is capable of performing the Contract.

RESOLVED THEREFORE, by the Board of Directors of the Metropolitan Atlanta Rapid Transit Authority that the General Manager/CEO or his delegate be, and hereby is, authorized to execute a Contract on substantially the same terms and conditions as contained in the Invitation of Bids Number B50151 Procurement of Parking Lot Sweeping & Cleaning Services between the Authority and Metro Vac & Broom, LLC. and AC Sweepers and Maintenance, Inc. in the amount of \$ \$2,059,035.52.

Approved as to Legal Form:

DocuSigned by:
Peter J. Andrews
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**Chief Counsel, Metropolitan Atlanta
Rapid Transit Authority**