

R A P I D
T R A N S I T
C O N T R A C T

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A S S I S T A N C E

A G R E E M E N T

Metropolitan Atlanta Rapid Transit Authority

**RAPID TRANSIT CONTRACT AND ASSISTANCE AGREEMENT
AND
AMENDMENTS**

<u>Amendment</u>	<u>Effective Date</u>	<u>Description</u>
1	December 21, 1973	Relocation of Vine City Station, addition of Techwood Station, and changing Tucker-North DeKalb Busway to rapid rail line
2	April 15, 1974	Consolidation of Piedmont Road and Lindbergh Drive Stations into one station
3	August 21, 1974	Relocation of Northside Drive Station
4	October 10, 1978	Addition of Airport Station
5	September 1, 1979	Construction Priorities mandated by Legislation
6	May 27, 1980	Permits extension of System into Clayton County and waives "catch-up" payments
7	October 1, 1980	Relocation of Fairburn Road Station
8	June 1, 1983	Construction Priorities
9	May 11, 1987	Realignment of East Line between Avondale Yard and Kensington Station, deletion of North Atlanta busway and addition of North Line, and modification of Proctor Creek Line
10	March 14, 1988	Relocation of Doraville Station
11	August 29, 1990	Extension of the Northeast Line to and within Gwinnett County
12	April 24, 2007	Extended sales tax through June 30, 2047 and added West Line BRT Corridor, I-20 East BRT Corridor, Beltline Rail Corridor and Clifton Corridor rail segment
13	November 5, 2008	Amended I-20 East Corridor from BRT to fixed guideway; added Atlanta Circulation Network; extended fixed guideway segment north along Marietta Blvd; extended the North Line to Windward Parkway; added a fixed guideway segment along the Northern I-285 Corridor in Fulton and DeKalb Counties; extended the Northeast Line to the DeKalb County Line
14	December 9, 2014	Extension of System into Clayton County

Amendment

Effective Date

Description

15

February 11, 2020

City of Atlanta additional funding for MORE MARTA Projects

**RAPID TRANSIT CONTRACT AND
ASSISTANCE AGREEMENT**

THIS CONTRACT AND AGREEMENT, made and entered into as of the 1st day of September, 1971, by, between and among Fulton County, a political subdivision of the State of Georgia (hereinafter sometimes called "Fulton"), DeKalb County, a political subdivision of the State of Georgia (hereinafter sometimes called "DeKalb"), Clayton County, a political subdivision of the State of Georgia (hereinafter sometimes called "Clayton"), Gwinnett County, a political subdivision of the State of Georgia (hereinafter sometimes called "Gwinnett"), the City of Atlanta, a municipal corporation of the State of Georgia (hereinafter sometimes called "Atlanta") and the Metropolitan Atlanta Rapid Transit Authority (hereinafter sometimes called the "Authority"), a public body corporate and a joint instrumentality of Fulton, DeKalb, Clayton, Gwinnett and Atlanta organized and existing under an Act of the General Assembly of the State of Georgia, approved March 10, 1965, Ga. Laws 1965, p. 2243 (said Act as amended by an Act of said General Assembly approved March 4, 1966, Ga. Laws 1966, p. 3264, by an Act of said General Assembly approved March 16, 1971, Ga. Laws 1971, p. 2082, and by an Act of said General Assembly also approved March 16, 1971, Ga. Laws 1971, p. 2092, and as the same may hereafter be amended, is hereinafter sometimes called the "Act");

WITNESSETH, THAT:

WHEREAS, the Authority was created and now exists for the purpose of planning, designing, leasing (as lessee), purchasing, acquiring, holding, owning, maintaining, improving and administering a rapid transit system within the territory comprising the Metropolitan Area (said term meaning for the purposes of this contract and agreement all the territory within the geographic limits of those counties which shall initially become parties hereto by obtaining voter approval of this contract and agreement on or before December 31, 1972), and operating the same, or contracting therefor, or leasing (as lessor) the same for operation by private parties, pursuant to the Act, is now organized, existing and operating; and

WHEREAS, the Act was adopted and the Authority was created pursuant to and in accordance with an amendment to the Constitution of the State of Georgia (Ga. Laws 1964, p. 1008), ratified at the November, 1964 General Election and thereafter duly proclaimed, which amendment sets forth that the acquisition, establishment, operation or administration of a system of public transportation of passengers for hire within the Metropolitan Area is an essential governmental function and a public purpose for which the powers of taxation and eminent domain may be exercised and public funds of Fulton, DeKalb, Clayton, Gwinnett and Atlanta expended; and

WHEREAS, the Constitution and laws of the State of Georgia, including specifically but without limitation the aforesaid constitutional amendment and the Act, authorize Fulton, DeKalb, Clayton and Gwinnett each to enter into a rapid transit contract or contracts with the Authority providing for payments from said counties to the Authority over a period of time not to exceed 50 years for the use of a rapid transit system provided by the Authority within the Metropolitan Area and as to the obligations imposed upon said four counties (but not as to Atlanta) this instrument is intended to be and shall be deemed to be a rapid transit contract; and

WHEREAS, the Constitution and laws of the State of Georgia, including specifically but without limitation the aforesaid constitutional amendment and the Act, authorize Atlanta to transfer to the Authority any property or facilities, or to render services, with or without consideration, which may be useful to the establishment, operation and administration of a rapid transit system, and Atlanta may contract with the Authority for any other purpose incidental to the establishment, operation or administration of such system, or any part or project thereof or the usual facilities related thereto; and

WHEREAS, the obligations imposed upon Atlanta herein do not contemplate or involve a contractual obligation on the part of Atlanta to make periodic payments to the Authority or to issue any bonds or other obligations evidencing indebtedness for the benefit of the Authority and as to Atlanta this instrument is not

intended to be and shall not be deemed to be a rapid transit contract but it is intended to be and shall be deemed to be an assistance agreement; and

WHEREAS, after careful investigation, the parties hereto have each determined that the acquisition, construction, improvement and operation of a rapid transit system, including the use of buses as well as a rail system (hereinafter sometimes called the "System"), is in the best interests of the residents of the Metropolitan Area, and to that end the acquisition and improvement of the Atlanta bus operations presently provided by Atlanta Transit System, Inc. and certain related facilities is desirable in the development of a balanced transportation system throughout said area; and

WHEREAS, the Authority has caused preliminary plans and recommendations, dated September, 1971 (hereinafter called the "Engineering Report"), for the acquisition and construction of the System (including the improvement of said existing Atlanta bus operations subsequent to acquisition of same) to be prepared by Parsons Brinckerhoff-Tudor-Bechtel, General Engineering Consultants, Glenn Building, Atlanta, Georgia, and Fulton, DeKalb, Clayton, Gwinnett and Atlanta each have reviewed and approved the Engineering Report (copies of the Engineering Report are on file in the office of the Authority, in the offices of the respective Clerks of the Boards of Commissioners of Fulton, DeKalb, Clayton and Gwinnett and in the office of the City Clerk of Atlanta, and, by this reference thereto, the Engineering Report is hereby incorporated herein); and

WHEREAS, the Engineering Report has been approved upon the reasonable assumption that the United States of America will provide funds with which to defray a substantial part of the cost of acquiring, constructing and improving the entire System; and

WHEREAS, it has been determined and the Engineering Report indicates that a less extensive, but nonetheless feasible System can be acquired, constructed and improved without receiving the level of financial assistance from the United States of America which is presently contemplated; and

WHEREAS, pursuant to an Act of the General Assembly of the State of Georgia approved March 16, 1971 (Ga. Laws 1971, p. 2082) amendatory of the Act, Fulton, DeKalb, Clayton and Gwinnett are each authorized to levy within their respective geographical areas a retail sales and use tax for rapid transit purposes provided a favorable vote of the qualified voters is obtained in the manner prescribed in the Act; and

WHEREAS, it has been determined and the Engineering Report indicates that the funds reasonably expected to be received from said retail sales and use tax (whether from Fulton and DeKalb, Fulton and DeKalb and one of the other counties, or Fulton and DeKalb and both of the other counties) and from the United States of America will be sufficient to defray the costs of acquiring, constructing and improving a feasible System serving the residents of the Metropolitan Area; and

WHEREAS, the Authority is willing to undertake the acquisition, construction, improvement and operation of a System as extensive in scope as its total financial resources will permit; and

WHEREAS, Fulton, DeKalb, Clayton and Gwinnett are willing to make the periodic payments hereinafter set forth in consideration of the undertaking on the part of the Authority to acquire, construct, improve, operate and maintain the System and to make the same available for use, all for the safety, health, welfare and social and economic well being of the residents in the Metropolitan Area and the development of the educational, commercial and industrial resources thereof;

NOW, THEREFORE, in consideration of the premises and the undertakings hereinafter set forth, Fulton, DeKalb, Clayton, Gwinnett, Atlanta and the Authority, each acting by and through its authorized officers, pursuant to a resolution or ordinance duly adopted and properly passed by its governing body, covenant and agree as follows:

1.

The Authority covenants and agrees as follows:

(a) It shall immediately undertake the acquisition, construction, improvement, operation and maintenance of the System and it shall proceed as rapidly with said undertaking as its financial resources will permit. The

term "financial resources" as used herein means all monies received by the Authority pursuant to this contract and agreement, funds received from the United States of America or from any other source, and all revenues generated from rates, fees and charges made by the Authority for services and facilities rendered and made available by it, and it is expressly understood and agreed that all such financial resources as and when received shall be committed to said undertaking and to no other.

(b) It shall commence service on any operable portion of the System as soon as practicable and it shall continuously operate and maintain the System so as to make its benefits primarily available to the residents of the Metropolitan Area.

(c) It shall operate the System in an efficient and economical manner and it shall maintain the System, or cause the same to be maintained, in a good state of repair, order and condition, and in a good state of operating efficiency.

(d) It shall, to the extent practicable, prescribe, revise and collect such rates, fees and charges for transportation so that, together with any other income and available funds, it will be able to fulfill its budgeted obligations.

(e) It shall comply with the provisions of all pertinent laws now in existence or hereafter enacted which relate to its budget or budgeting procedure.

(f) Any extensions of the System beyond the Metropolitan Area must be approved by Fulton, DeKalb, Clayton, Gwinnett and Atlanta in advance in the manner hereinafter set forth in paragraph 5, provided that the Authority shall have determined that no financial advantage over the parties to this contract and agreement has accrued or will accrue to any local government within which such extension is proposed to be made.

2

Fulton, DeKalb, Clayton and Gwinnett each covenant and agree as follows:

(a) It has taken all necessary action to approve the Engineering Report, which approval is hereby ratified and reaffirmed, and a record of said approval and proper authorization for the execution of this contract and agreement appear in its official records and minutes.

(b) It shall pay to the Authority during the term of this contract and agreement an amount of money equal to its total receipts or credits during said term from the levy (provided for hereinafter) of the retail sales and use tax for rapid transit purposes.

(c) The Act authorizing the levy of a retail sales and use tax for rapid transit purposes provides that the Georgia State Revenue Commissioner shall pay over to the Georgia State Treasurer all of said retail sales and use tax monies collected to the credit of a special fund styled "Collection of Metropolitan Atlanta Rapid Transit Authority Taxes" and further provides that as soon as practicable after said tax monies have been paid into the State Treasury in any month for the preceding month, the State Treasurer shall draw his warrant on the State Treasury in the proper amount in favor of each local government entitled to the monthly return of its local retail sales and use tax monies. It is the intention of Fulton, DeKalb, Clayton and Gwinnett that such monies be paid monthly by the State Treasurer directly to the Authority and accordingly such monies and the right to receive same are hereby assigned by Fulton, DeKalb, Clayton and Gwinnett to the Authority and the State Treasurer is hereby authorized and directed to make such payments directly to the Authority, which payments the Authority shall credit to each local government in the appropriate amounts. The Authority is hereby authorized to use said monies in any manner it deems necessary or desirable in accomplishing the aforesaid undertaking, including without being limited to, the pledging of anticipated receipts to the repayment of monies borrowed by the Authority; provided, however, that commencing with January 1 of the eleventh full year after the effective date of the tax as to Fulton, DeKalb, Clayton or Gwinnett and for every year thereafter, the proceeds of such tax as to Fulton, DeKalb, Clayton or Gwinnett, as the case may be, shall not be used to subsidize operations of the System to an extent greater than 50% of the operating costs of the System, exclusive of depreciation and amortization. In adopting its annual budget, the Board of Directors of the Authority shall be authorized to rely upon estimates of all revenues, operating costs, patronage and other factors which may affect the amount of the fare required to limit its operating subsidy requirements. If the results of

any year's operations (commencing with January 1 of the eleventh full year after the effective date of the tax) reflect that the annual receipts of said retail sales and use tax were used to subsidize operations to an extent greater than herein permitted, the Authority shall adjust fares upwards in order to make up the deficit in operations within the three (3) succeeding years.

(d) As soon as this contract and agreement shall become final and binding as to Fulton, DeKalb, Clayton or Gwinnett through proper voter approval each such political subdivision shall immediately levy a retail sales and use tax for rapid transit purposes at the maximum rate permitted by law and it will continue to levy such tax at the maximum rate so permitted from time to time during the full term of this contract and agreement. It is understood and agreed that the Act of the General Assembly of the State of Georgia approved March 16, 1971 (Ga. Laws 1971, p. 2082), which authorizes the levy of the aforesaid retail sales and use tax for rapid transit purposes, provides for a maximum rate of taxation of one percent for ten years following the effective date of said tax and at a maximum rate of one-half of one percent thereafter and that, to the fullest extent permitted by law, those entities which, from time to time, shall lend monies to the Authority shall be deemed to have relied for repayment security on this contract and agreement and they shall be third party beneficiaries hereof, such reliance relating particularly to the covenants of Fulton, DeKalb, Clayton and Gwinnett hereby expressed that the rates of taxation to be levied during the full term of this contract and agreement shall not be less than the maximum rates now set forth in the aforesaid Act. *It is further understood and agreed that in no event shall Fulton, DeKalb, Clayton or Gwinnett be called upon or required by the Authority to levy or collect ad valorem taxes or any other category of tax (other than said retail sales and use tax for rapid transit purposes) in order to fulfill the obligations which are undertaken herein.*

(e) The obligations to make the payments at the times and in the manner specified above are absolute and unconditional and such payments shall not abate or be reduced because of damage to or destruction of the System or any part thereof, interruption or stoppage of service or for any reason whatsoever. Furthermore, Fulton, DeKalb, Clayton and Gwinnett, and each of them, will not exercise any right of set-off or any similar right with respect to any such payment, nor will they, or any of them, withhold any such payment because of any claimed breach of this contract and agreement by the Authority or any other party hereto. This provision shall not affect the obligation of the Authority to perform this contract and agreement or otherwise, nor shall this provision otherwise than as specified above affect the remedies available to Fulton, DeKalb, Clayton or Gwinnett on account of any such claimed breach.

3.

Fulton, DeKalb, Clayton, Gwinnett and Atlanta each covenant and agree as follows:

(a) During the period of acquisition, construction and improvement of the System it will be necessary to condemn certain personal property and parcels of real property or rights or interests therein, from time to time, and any such condemnation action shall be brought by Fulton, DeKalb, Clayton, Gwinnett or Atlanta for the benefit of the Authority if at the time the Authority has no power of eminent domain. To this end, Fulton, DeKalb, Clayton, Gwinnett and Atlanta each, severally, agree that upon receipt of a written request from the Authority setting forth the need therefor in accordance with the Engineering Report and any amendments to same as hereinafter provided it shall exercise as expeditiously as possible its power of eminent domain to acquire the property or rights or interests therein described in such request and upon the acquisition of title thereto shall convey the same immediately to the Authority at cost (which shall include, but not be limited to, acquisition costs, court costs, attorneys' fees, witness fees, special masters fees, appraisals, the cost of additional personnel to acquire rights of way and any other costs incurred in connection with such acquisition or conveyance to the Authority); provided only that the exercise of such power by any party shall be in accordance with the requirements (both substantive and procedural) of the laws governing same and the Authority shall pay such funds as shall be required to accomplish such acquisition. Not later than the date on which any of the aforesaid condemning authorities is committed to pay into court the amount of money theretofore determined to constitute just and adequate compensation for the taking of a condemnee's property, the Authority will advance a like amount of money to said condemning authority for such purpose. All costs actually incurred under this subparagraph (a) shall in any event be payable within 30 days after billing by the condemning authority.

(b) It shall convey, without cost to the Authority, any and all easements in, across, through and above public property as may be necessary or desirable to facilitate the acquisition, construction, improvement and

efficient operation of the System so long as the public use of such property for rapid transit purposes is superior to the existing or proposed public use of said property by the owner thereof; provided only that the Authority shall pay, or cause to be paid, any costs incurred in connection with the utilization of any such easement, such as, without being limited to, utility relocation costs and any damages to or alterations of existing structures, streets and highways.

(c) It shall close and permit the closing and modification of streets and sidewalks, both temporarily and permanently, and shall reroute traffic to the extent it considers such closing, modification or rerouting to be necessary or convenient in its discretion in the facilitation of the acquisition, construction, improvement and efficient operation of the System, all costs and any damages in connection therewith to be paid by the Authority.

(d) It shall revoke or modify licenses and permits to third parties (such as sidewalk vaults) which may interfere with or impede the acquisition, construction, improvement and efficient operation of the System, all costs and any damages in connection therewith to be paid by the Authority.

(e) It shall cooperate with the Authority in providing adequate police and fire protection for the System and passengers thereon during and after acquisition, construction and improvement.

(f) It shall permit the relocation, rearrangement or replacement of utilities and sewerage facilities.

(g) It shall issue all construction permits, licenses and other privileges necessary or convenient to the acquisition, construction and improvement of the System without cost and it is hereby relieved, to the extent permitted by law, of the responsibility of making related inspections which responsibility is hereby assumed by the Authority. Should the Authority undertake to exercise any such responsibility on behalf of any party hereto, it shall indemnify and hold harmless such party against any and all claims or losses resulting therefrom.

(h) It shall credit or pay the Authority for (i) betterments which are defined as additional facilities and replacement facilities of greater capacity, durability, or efficiency than those replaced when such betterments are accomplished by the Authority upon request of a party and (ii) the salvage value of any facilities removed and retained by a party, the replacement or rearrangement cost of which is charged to the Authority.

(i) It may enter into additional contracts with the Authority in the public interest for the joint use of facilities, the implementation of any of the commitments contained herein and such other and further arrangements and agreements between the parties hereto as may benefit the public with respect to the System and its acquisition, construction, improvement and operation.

4.

The Authority, Fulton, DeKalb, Clayton, Gwinnett and Atlanta mutually covenant and agree as follows:

(a) Nothing in this contract and agreement is intended or shall be construed as prohibiting or impairing the right of Fulton, DeKalb, Clayton, Gwinnett and Atlanta or any one of them to make contributions to the Authority of money or property, either real or personal, in addition to those provided for in this contract and agreement or to enter into additional contracts and agreements with the Authority or among themselves to the full extent now or hereafter permitted by law; nor as prohibiting or impairing the right of the Authority to exercise all of the powers and privileges now or hereafter given to it by law, including the right to lease the System or portions thereof; provided only, that all such leases are consistent with the operation of the System as a public facility for the benefit of Fulton, DeKalb, Clayton and Gwinnett (including Atlanta), respectively, and the residents of each such party hereto; and, that the terms and conditions of any such lease involving the entire System or any substantial portion thereof shall have been approved by Fulton, DeKalb, Clayton, Gwinnett and Atlanta in the manner hereinafter provided in paragraph 5.

(b) In addition to any budget requirements imposed by law, the Authority shall prepare annually, in accordance with procedures and guidelines submitted by the chief financial or administrative officers of Fulton, DeKalb, Clayton, Gwinnett and Atlanta, a budget covering all of its financial program, operations and expenditures of all funds received from any and all sources, and shall include details with respect to all items of expense, as well as revenues, including salary scales and fares to be charged, all capital expenditures to be made and all other relevant matters. Should it become necessary because of any emergency or unforeseen circumstance for the Authority to amend its budget during any year, the same shall be prepared in the same manner as the annual budget. Further, the Authority shall have an annual audit prepared by independent public ac-

accountants as soon as practicable after the close of each year and shall submit copies of the same to Fulton, DeKalb, Clayton, Gwinnett and Atlanta.

(c) The Authority may not make any capital expenditures not approved in its annual budget except those incidental to the initial acquisition, construction and improvement of the System or the expenditure of insurance proceeds or other expenditures required to be made to replace existing plant, facilities and equipment which may become damaged or destroyed.

(d) In recognition of the fact that (i) the acquisition, construction and improvement of the System is an undertaking of great magnitude and complexity which will require a number of years to complete, (ii) radical changes in the areas proposed to be served by the System will undoubtedly occur during such period as witnessed by the widespread changes in the Metropolitan Area now occurring and forecast to occur in the coming years, and (iii) equally radical changes are now occurring and will continue to occur in the technology of mass transit in the coming years, it is agreed that provision should be made to permit perfections of and deviations from the Engineering Report and this contract and agreement from time to time, including, without limitation, changes in the order of acquisition, construction and improvement of particular proposed lines or projects, the substitution of newly conceived and planned lines or projects for presently proposed lines or projects and the final location and design of stations, lines and routes, and the Authority is hereby specifically authorized in its discretion to make any such perfections and minor deviations so long as the same are generally consistent with its obligation to implement the acquisition, construction and improvement of the System substantially in accordance with the plans and recommendations set forth in the Engineering Report. Furthermore, nothing in this contract and agreement shall be construed to prevent or forbid the Authority from modifying, amending or extending the Engineering Report or this contract and agreement, from time to time, with the approval of Fulton, DeKalb, Clayton, Gwinnett and Atlanta given in the manner hereinafter provided in paragraph 5 where such modifications, amendments and extensions amount to substantial deviations from the Engineering Report or this contract and agreement and in the discretion of the governing bodies of the Authority and each of the approving parties it is determined that the acquisition and establishment of an improved rapid transit system for the Metropolitan Area will be realized through such modifications, amendments and extensions.

(e) The Authority shall not be required to pay any license fees or taxes or franchise fees or taxes to any of the other parties to this contract and agreement.

5.

Wherever the approval of Fulton, DeKalb, Clayton, Gwinnett and Atlanta is required in this contract and agreement, each entity shall be entitled to one vote. All such approvals shall be upon written request from the Authority, shall require formal action of the governing bodies of the parties involved and shall be reflected in their official minutes and records. Approval shall be indicated by the favorable action of a majority of the votes cast within sixty (60) days after receiving a request submitted by the Authority.

Fulton, DeKalb, Clayton, Gwinnett and Atlanta further agree that where their approval, or the approval of any of them, is required for any thing or undertaking whatever in connection with the undertaking contemplated by this contract and agreement, such approval shall not be withheld arbitrarily or the privilege of dissent exercised to gain some concession or advantage personal to such party where the result of the same is not of mutual benefit to the System.

6.

Should the qualified voters of either Fulton or DeKalb fail to approve the execution of this contract and agreement by December 31, 1972 so that the same shall become final and binding as provided by law, then all parties hereto shall be released from all responsibilities hereunder and this contract and agreement shall stand automatically terminated and shall have no further force or effect. Should the qualified voters of Fulton and of DeKalb approve the same, this contract and agreement shall become final and binding upon Fulton, DeKalb and Atlanta and upon the Authority and upon all other parties hereto who have obtained voter approval as required by law. If the voters of either Clayton or Gwinnett, or both of said political subdivisions, fail to approve the execution of this contract and agreement by said date, the same shall nevertheless remain in full force and effect with respect to all other parties hereto and all reference to the party or parties failing to obtain voter approval shall be deemed to be stricken herefrom ab initio and the engineering design and the acquisi-

tion, construction and improvement of the System shall be modified and amended accordingly as indicated in the Engineering Report. The geographical area of the Metropolitan Area shall also be reduced to reflect the non-participation of any such party which fails to conduct an approving election by the date aforesaid. Should any such party which fails to conduct an approving election by the date aforesaid later desire to join the System, such entry shall be governed by the provisions of paragraph 1(f) above. Nothing contained herein shall be construed as requiring Fulton, DeKalb, Clayton and Gwinnett to seek voter approval on the same date or as prohibiting the calling of more than one referendum in any one of said political subdivisions so long as final and binding approval is obtained by the date specified.

7.

If any provision of this contract and agreement or the application thereof to any entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of this contract and agreement and the application of its provisions to entities or circumstances other than those as to which it has been held to be invalid or unenforceable, shall not be affected thereby, and each provision of this contract and agreement shall be valid and shall be enforceable to the fullest extent permitted by law. It is the intention of the parties hereto that insofar as any provision of this contract and agreement provides for the delegation to the Authority of the power to make decisions and determinations with respect to the various matters covered herein and to thereby bind the other parties hereto, such delegation is granted to the maximum extent permitted by law but no further, and this contract and agreement shall be construed so as to accomplish this objective.

8.

The term of this contract and agreement shall commence as of the date first above written and shall expire at midnight on August 31, 2021.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized officers, have caused this contract and agreement to be executed in several counterparts, each of which may be considered an original without the presentation of the others, as of the day and year first above written.

Approved as to Form
Robert J. Young
County Attorney

Attest:
Paul D. Young
Clerk

Approved as to Form
Ben A. Stump
County Attorney

Attest:
Cal M. Sandme
Clerk

Approved as to Form
John P. Cannon
County Attorney

Attest:
John P. Cannon
Clerk

Approved as to Form
John P. Cannon
County Attorney

Attest:
T. J. Stoll
Clerk

Approved as to Form
John P. Cannon
City Attorney

Attest:
John P. Cannon
City Clerk

Approved as to Form
John P. Cannon
Authority Attorney

Attest:
John P. Cannon
Secretary

FULTON COUNTY
By: *Charlie Brown*

William G. Jones
Charles Cole

Board of Commissioners
DEFINITION
By: *John P. Cannon*

John P. Cannon
John P. Cannon

John P. Cannon
John P. Cannon

John P. Cannon
John P. Cannon

Board of Commissioners
CLAYTON COUNTY
By: *John P. Cannon*

John P. Cannon
John P. Cannon

Board of Commissioners
GWINNETT COUNTY
By: *John P. Cannon*

John P. Cannon
John P. Cannon

John P. Cannon
John P. Cannon

Board of Commissioners
CITY OF ATLANTA
By: *John P. Cannon*

John P. Cannon
Mayor

By: *John P. Cannon*
Director of Finance

METROPOLITAN ATLANTA RAPID
TRANSIT AUTHORITY

By: *John P. Cannon*
Chairman

FIRST AMENDMENT TO RAPID TRANSIT
CONTRACT AND ASSISTANCE AGREEMENT

THIS AMENDMENT made and entered into as of the 7
day of August, 1974, by, between and among Fulton County,
a political subdivision of the State of Georgia (hereinafter sometimes
called "Fulton"), DeKalb County, a political subdivision of the State
of Georgia (hereinafter sometimes called "DeKalb"), the City of
Atlanta, a municipal corporation of the State of Georgia (hereinafter
sometimes called "Atlanta") and the Metropolitan Atlanta Rapid
Transit Authority (hereinafter sometimes called the "Authority"),
a public body corporate and a joint instrumentality of Fulton,
DeKalb, Clayton County, Gwinnett County and Atlanta, organized
and existing under an Act of the General Assembly of the State
of Georgia, approved March 10, 1965, Ga. Laws 1965, p. 2243 (said
Act as amended by an Act of said General Assembly approved March
4, 1966, Ga. Laws 1966, p. 3264, by an Act of said General Assembly
approved March 16, 1971, Ga. Laws 1971, p. 2082, by an Act of said
General Assembly also approved March 16, 1971, Ga. Laws 1971,
p. 2092, by an Act of said General Assembly approved March 17, 1973,
Ga. Laws 1973, p. 1415, and as the same may hereafter be amended,
is hereinafter sometimes called the "Act");

W I T N E S S E T H, T H A T:

WHEREAS, the Authority, Atlanta, Fulton and DeKalb have
previously entered into a Rapid Transit Contract and Assistance
Agreement as of the first day of September, 1971, (hereinafter
called the "Contract"), which sets forth and delineates the respective
duties, obligations and commitments of the parties hereto to each
other with respect to construction, development and implementation

of the Authority's rapid transit system (hereinafter called the "System") and incorporates by reference the Engineering Report dated September, 1971, which embodies preliminary plans and recommendations for the acquisition and construction of the System, and

WHEREAS, Section 4(d) of the Contract recognizes and contemplates that changes to the System from that embodied in the Engineering Report may from time to time become necessary or appropriate, and makes provision for procedures to effectuate approval by Fulton, DeKalb and Atlanta of any substantial deviation from the Engineering Report; and

WHEREAS, on November 26, 1973, the Authority adopted certain changes to the System which constitute substantial deviations from the Engineering Report, as described in Exhibit A attached hereto; and

WHEREAS, pursuant to said Section 4(d) of the Contract approval by Fulton, DeKalb and Atlanta of said substantial deviations was given by appropriate and duly passed resolutions adopted by Fulton on December 5, 1973, by DeKalb on December 21, 1973, and by Atlanta on December 21, 1973; and

WHEREAS, pursuant to the said resolutions of approval and in accordance with the desires of the parties, Fulton, DeKalb, Atlanta and the Authority hereby incorporate, establish and bind each other to such amendments to the Engineering Report and provide evidence of mutual agreement thereto.

NOW, THEREFORE, in consideration of the premises and the undertakings hereinafter set forth, Fulton, DeKalb, Atlanta and

the Authority, each acting by and through its authorized officers, pursuant to a resolution or ordinance duly adopted and properly passed by its governing body covenant and agree as follows:

1. Fulton, DeKalb, Atlanta and the Authority do hereby amend the Contract and the Engineering Report so as to reflect certain substantial deviations from the Engineering Report as more fully described in Exhibit A attached hereto and by this reference made a part hereof, which involve:

- (1) Relocation of the Vine City Station and the realignment of the West Line between Ashby Street Station and Five Points Station;
- (2) The addition of a Rapid Rail Station on the West Line in the vicinity of the Techwood Viaduct, to be known as the "Techwood Station";
and
- (3) Changing the Tucker-North DeKalb Busway to Rapid Rail Line extending to North Druid Hills Road;

It is agreed that such changes constitute substantial deviations from the Engineering Report and, as required by the Contract, have been appropriately and duly approved.

2. The Engineering Report shall be deemed modified to the extent, and only to the extent, as is specifically provided in Exhibit A attached hereto, and as it may be otherwise inconsistent with said Exhibit A; any specific term or provision of Exhibit A

shall prevail over any inconsistent general term or provision of the Engineering Report.

3. The effective date of this amendment to the Contract and Engineering Report shall be December 21, 1973.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized officer, have caused this first amendment to Rapid Transit Contract and Assistance Agreement to be executed in several counterparts each of which may be considered an original without the presentation of the others, as of the day and year first above written.

Approved as to Form

Robert H. Young
County Attorney

ATTEST:

Alfred K. ...
Clerk

FULTON COUNTY

Charles ...
By: _____

Chairman

Approved as to Form

Andrew Hillard
County Attorney

ATTEST:

Clerk

DEKALB COUNTY

A. C. ...
By: _____

Chairman

Approved as to Form

Ralph ...
City Attorney

ATTEST:

...
City Clerk

CITY OF ATLANTA

Raymond Jackson
By: _____

Mayor

Approved as to Form

R. William ...
Authority Attorney

ATTEST:

Lauren H. Soloman
Secretary

METROPOLITAN ATLANTA RAPID
TRANSIT AUTHORITY

...
By: _____

General Manager

"EXHIBIT A"

AMENDMENT TO METROPOLITAN ATLANTA RAPID TRANSIT PLAN

The Report summarizing the comprehensive transit plan for the Atlanta Metropolitan Area and referred to in the Rapid Transit Contract and Assistance Agreement with the City of Atlanta, Fulton and DeKalb Counties as the "Engineering Report", dated September, 1971 is hereby amended to provide for the following modifications:

1. Relocation of the Vine City Station and the re-alignment of the West Line, between Ashby Street Station and Five Points Station
2. The addition of a rapid rail station on the West Line in the vicinity of the Techwood Viaduct, hereafter called "Techwood Station"
3. The changing of the Tucker-North DeKalb Busway to a rapid rail line, hereafter called "Tucker-North DeKalb Branch", and extending to North Druid Hills Road

The amendments shown herein apply to Section 1, General and Section 2, System Plan of the Engineering Report; however, all other provisions of this Report inconsistent with this amendment are hereby modified to the extent necessary to render such provisions in conformance herewith. The amendments are as follows:

1. General

1.3 SCOPE

1.3.1 System Components - Change the last sentence in the second paragraph (page 5) to: "As further defined herein, the total, long range

plan includes some 60.2 miles of dual-track rail line, about 8.0 miles of dual-line busways, and approximately 1,530 route miles of surface bus operations."

2. System Plan

2.1 FOUR-COUNTY BASIS

Figure 1 Map (page 8) - change as follows:

- (a) Add Techwood Station, between Vine City Station and Five Points Station
- (b) Change Tucker-North DeKalb Busway to Tucker-North DeKalb Branch. Show line as rail to North Druid Hills Road and show future extension to beyond I-285.
- (c) Change mileage to 60.2 rail and 8.0 busway

2.1.1 Rail Line Component - Change first sentence of of first paragraph (page 7) to: "The adopted rail rapid transit plan consists of 60.2 miles of dual-track rail line with 43 stations."

Change second paragraph (page 7) to: "Appropriate types of rail line structures have been selected and applied with the result that 20.0 miles of line including 10 stations are on aerial structure; 30.7 miles of line including 21 stations are at grade or graded construction; and 9.5 miles of line including 12 stations are in subway. About 68% of the rail system is located adjacent to existing railroad rights-of-way and an additional five per cent is located beneath public streets in subway."

2.1.16 West Line - Change last line of first paragraph (Page 13) to: "The line includes six stations and is comprised of 0.9 miles of aerial structure, 4.3 miles of at-grade construction, and 1.7 miles of subway."

Change third sentence of second paragraph (page 13) to: "Subway stations are provided at Techwood Viaduct, Electric Avenue (Vine City Station) and at Ashby Street.

2.1.1.8 East Line - Change third sentence of third paragraph to: "West of the East Lake Drive Station provisions are made for the Connection of the Tucker-DeKalb Branch."

Add a new Section after 2.1.1.9 Interline Connection:

2.1.1.10 Tucker-North DeKalb Branch. The Tucker-North DeKalb Branch connects the East Line, west of the East Lake Drive Station, with the communities of North Decatur and North Druid Hills. The Branch is 4.0 miles long from its junction with the East Line to an interim terminal station near North Druid Hills Road. Provisions will be made for a possible future extension of the Branch to a terminus station located easterly of the Perimeter Highway (I-285). The Branch consists of 0.3 miles of aerial structure, 3.3 miles of at-grade construction, and 0.4 miles of subway.

Beginning at its junction with the East Line, the Tucker-North DeKalb Branch proceeds northward along the east side of the Seaboard Coastline Railroad with grade separations provided at DeKalb Avenue and East Lake Drive. Proceeding northward along the east side of the Seaboard Coastline Railroad, generally at grade, the line passes under North Decatur Road with a station

provided near the wye of the Seaboard Coastline Railroad mainline tracks. The line proceeds northward from the North Decatur Road Station and continues to be located along the east side of the Seaboard Coastline Railroad with a station provided near North Druid Hills Road.

Parking facilities are provided at both stations on the Tucker-North DeKalb Branch with capacities adequate for estimated patronage.

2.1.2 Busway Component - Change first paragraph (page 17) to: "The comprehensive plan includes two separate busways designed to serve important branch corridors and to provide high-speed feeder bus service to the rail rapid transit system. These busways, which are special, two-lane, bus roadways for exclusive use of the Authority's buses, total 8.0 miles in length and embrace in their length certain bus stops, terminal stations and access ramps.

Delete last sentence of second paragraph (page 17).

2.1.2.3 Tucker-North DeKalb Busway - Delete this entire section.

SECOND AMENDMENT TO RAPID TRANSIT
CONTRACT AND ASSISTANCE AGREEMENT

THIS AMENDMENT made and entered into as of the 18th
day of December, 1974, by, between and among Fulton County,
a political subdivision of the State of Georgia (hereinafter sometimes
called "Fulton"), DeKalb County, a political subdivision of the State
of Georgia (hereinafter sometimes called "DeKalb"), the City of
Atlanta, a municipal corporation of the State of Georgia (hereinafter
sometimes called "Atlanta") and the Metropolitan Atlanta Rapid
Transit Authority (hereinafter sometimes called the "Authority"),
a public body corporate and a joint instrumentality of Fulton,
DeKalb, Clayton County, Gwinnett County and Atlanta, organized
and existing under an Act of the General Assembly of the State
of Georgia, approved March 10, 1965, Ga. Laws 1965, p. 2243 (said
Act as amended by an Act of said General Assembly approved March
4, 1966, Ga. Laws 1966, p. 3264, by an Act of said General Assembly
approved March 16, 1971, Ga. Laws 1971, p. 2082, by an Act of said
General Assembly also approved March 16, 1971, Ga. Laws 1971,
p. 2092, by an Act of said General Assembly approved March 17, 1973,
Ga. Laws 1973, p. 1415, and as the same may hereafter be amended,
is hereinafter sometimes called the "Act");

W I T N E S S E T H, T H A T:

WHEREAS, the Authority, Atlanta, Fulton and DeKalb have
previously entered into a Rapid Transit Contract and Assistance
Agreement as of the first day of September, 1971, (hereinafter
called the "Contract"), which sets forth and delineates the respective
duties, obligations and commitments of the parties hereto to each
other with respect to construction, development and implementation

of the Authority's rapid transit system (hereinafter called the "System") and incorporates by reference the Engineering Report dated September, 1971, which embodies preliminary plans and recommendations for the acquisition and construction of the System; and

WHEREAS, Section 4(d) of the Contract recognizes and contemplates that changes to the System from that embodied in the Engineering Report may from time to time become necessary or appropriate, and makes provision for procedures to effectuate approval by Fulton, DeKalb and Atlanta of any substantial deviation from the Engineering Report; and

WHEREAS, the Authority, Atlanta, Fulton and DeKalb in accordance with Sections 4(d) and 5 of the Contract have previously accomplished certain changes to the System as embodied in the First Amendment to the Rapid Transit Contract and Assistance Agreement between the parties hereto effective as of December 21, 1973, and

WHEREAS, on March 25, 1974, the Authority adopted certain changes to the System which constitute substantial deviations from the Engineering Report, as described in Exhibit A attached hereto; and

WHEREAS, pursuant to said Section 4(d) of the Contract, approval by Fulton, DeKalb and Atlanta of said substantial deviations was given by appropriate and duly adopted resolutions, by Fulton on April 3, 1974, by Atlanta on April 15, 1974, and by DeKalb on April 23, 1974; and

WHEREAS, pursuant to the said resolutions of approval and in accordance with the desires of the parties, Fulton, DeKalb, Atlanta and the Authority hereby incorporate, establish and bind each

other to such amendments to the Engineering Report and provide evidence of mutual agreement thereto.

NOW, THEREFORE, in consideration of the premises and the undertakings hereinafter set forth, Fulton, DeKalb, Atlanta and the Authority, each acting by and through its authorized officers, pursuant to a resolution or ordinance duly adopted and properly passed by its governing body covenant and agree as follows:

1. Fulton, DeKalb, Atlanta and the Authority do hereby amend the Contract and the Engineering Report so as to reflect certain substantial deviations from the Engineering Report as more fully described in Exhibit A attached hereto and by this reference made a part hereof, which involve consolidation of the Piedmont Road and Lindbergh Drive Stations into one station to be located in the Northwest quadrant of the intersection of Piedmont Road and Lindbergh Drive, together with corresponding line adjustments, all as more fully described in Exhibit A attached hereto and by this reference made a part hereof.

It is agreed that such changes constitute substantial deviations from the Engineering Report and, as required by the Contract, have been appropriately and duly approved.

2. The Engineering Report shall be deemed modified to the extent, and only to the extent, as is specifically provided in Exhibit A attached hereto, and as it may be otherwise inconsistent with said Exhibit A; any specific term or provision of Exhibit A shall prevail over any inconsistent general term or provision of the Engineering Report.

3. The effective date of this amendment to the Contract and Engineering Report is April 15, 1974.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized officer, have caused this Second Amendment to Rapid Transit Contract and Assistance Agreement to be executed in several counterparts each of which may be considered an original without the presentation of the others, as of the day and year first above written.

Approved as to Form

Robert H. Young
County Attorney

ATTEST:

Cliff E. Homan
Clerk

FULTON COUNTY

By: Charles Cross
Chairman

Approved as to Form

Arnold Hillard
County Attorney

ATTEST:

Cal M. Sandman
Clerk

DEKALB COUNTY

By: A. C. Gual
Chairman

Approved as to Form

Paul H. Wood
ASSOC. City Attorney

ATTEST:

J. H. Little
City Clerk

CITY OF ATLANTA

By: Wayard Jackson
Mayor

Approved as to Form

R. H. Williams
Authority Attorney

ATTEST:

Lauren H. Solomon
Secretary

METROPOLITAN ATLANTA RAPID
TRANSIT AUTHORITY

By: [Signature]
General Manager

"EXHIBIT A"

AMENDMENT TO METROPOLITAN ATLANTA RAPID TRANSIT PLAN

The report summarizing the comprehensive transit plan for the Atlanta Metropolitan Area and referred to in the Rapid Transit Contract and Assistance Agreement with the City of Atlanta, Fulton and DeKalb Counties as the "Engineering Report", dated September, 1971, as amended on November 26, 1973, is hereby further amended to provide for the following modification:

1. Relocation of the Northeast Line and the consolidation of the Lindbergh Drive and Piedmont Road rapid transit stations into a single station, between the Seaboard Coastline Railroad and Piedmont Road.

The amendments shown herein apply to Section 1, General and Section 2, System Plan of the Engineering Report; however, all other provisions of this Report inconsistent with this amendment are hereby modified to the extent necessary to render such provisions in conformance herewith. The amendments are as follows:

1. General

- 1.3 SCOPE

- 1.3.1 System Components - Change the last sentence in the second paragraph (page 5) to: "As further defined herein, the total, long range plan includes some 60.1 miles of dual-track rail line, about 8.0 miles of dual-line busways, and approximately 1,530 route miles of surface bus operations."

2. System Plan

2.1 FOUR-COUNTY BASIS

Figure 1 Map (page 8) - change as follows:

- (a) Relocate line to the east of Southern Railway, between Seaboard Coastline Railroad and Piedmont Road. Eliminate Lindbergh Drive and Piedmont Road Stations and show new station just north of Lindbergh Drive. Call new station Lindbergh-Piedmont Station.

- 2.1.1.1 RAIL LINE COMPONENT - Change first sentence of first paragraph (page 7) to: "The rail rapid transit plan consists of 60.1 miles of dual-track rail line with 42 stations."

Change second paragraph (page 7) to: "Appropriate types of rail line structures have been selected and applied with the results that 20.1 miles of line including 9 stations are on aerial structure 30.4 miles of the line including 21 stations are at grade or graded construction; and 9.6 miles of line including 12 stations are in subway. About 66% of the rail system is located adjacent to existing railroad rights-of-way and an additional five per cent is located beneath public streets in subway."

- 2.1.1.2 Northeast Line - Change last two lines of first paragraph (page 9) to: "This line is 13.9 miles long from its junction with the Central Line to

its terminal station at Norcross in Gwinnett County. The Northeast Line contains six stations and is comprised of 3.8 miles of aerial structure, 10.0 miles of at-grade construction and 0.1 mile of subway."

Change second paragraph (page 10) to: "Beginning at its south end, the Northeast Line crosses above the Northeast Expressway (I-85), skirts alongside Armour Industrial Park, until it becomes aligned with the Southern Railway main line tracks. The line remains thusly along the railroad right-of-way to the Seaboard Coastline Railroad, utilizing both aerial structure and at-grade construction. From near the Seaboard Coastline Railroad the line curves northeasterly away from the Southern Railway right-of-way; crossing over Lindbergh Drive near Garson Drive and passing through property located in the Northwest quadrant of the Piedmont Road and Lindbergh Drive intersection, where a station (Lindbergh-Piedmont) is provided. Proceeding northeasterly the line passes under Piedmont Road, near Button Road, and under the Southern Railway, east of Piedmont Road, where it becomes aligned with the west side of the railroad. The line remains thusly along the railroad right-of-way generally at grade to the vicinity of Peachtree Industrial Park. Stations are provided at Lenox Road and Dresden Drive (Brookhaven). At Lenox Road Station provisions are made for feeder access via the proposed Atlanta Busway.

Change second sentence of last paragraph to: "Parking facilities are provided at all six stations with capacities adequate for estimated patronage."

THIRD AMENDMENT TO RAPID TRANSIT
CONTRACT AND ASSISTANCE AGREEMENT

THIS AMENDMENT made and entered into as of the 30th day of January, 1975, by, between and among Fulton County, a political subdivision of the State of Georgia (hereinafter sometimes called "Fulton"), DeKalb County, a political subdivision of the State of Georgia (hereinafter sometimes called "DeKalb"), the City of Atlanta, a municipal corporation of the State of Georgia (hereinafter sometimes called "Atlanta") and the Metropolitan Atlanta Rapid Transit Authority (hereinafter sometimes called the "Authority"), a public body corporate and a joint instrumentality of Fulton, DeKalb, Clayton County, Gwinnett County and Atlanta, organized and existing under an Act of the General Assembly of the State of Georgia, approved March 10, 1965, Ga. Laws 1965, p. 2243 (said Act as amended by an Act of said General Assembly approved March 4, 1966, Ga. Laws 1966, p. 3264; by an Act of said General Assembly approved March 16, 1971, Ga. Laws 1971, p. 2082, by an Act of said General Assembly also approved March 16, 1971, Ga. Laws 1971, p. 2092, by an Act of said General Assembly approved March 17, 1973, Ga. Laws 1973, p. 141, by an Act of said General Assembly approved March 21, 1974, Ga. Laws 1974, p. 2608, by an Act of said General Assembly March 21, 1974, Ga. Laws 1974, p. 2617, and by an Act of said General assembly approved March 21, 1974, Ga. laws 1974, p. 2627, and as the same may hereafter be amended, is hereinafter sometimes called the "Act");

W I T N E S S E T H, T H A T:

WHEREAS, the Authority, Atlanta, Fulton and DeKalb have previously entered into a Rapid Transit Contract and Assistance Agreement as of the first day of September, 1971, (hereinafter called the "Contract"), which sets forth and delineates the

respective duties, obligations and commitments of the parties hereto to each other with respect to construction, development and implementation of the Authority's rapid transit system (hereinafter called the "System") and incorporates by reference the Engineering Report dated September, 1971, which embodies preliminary plans and recommendations for the acquisition and construction of the System; and

WHEREAS, Section 4(d) of the Contract recognizes and contemplates that changes to the System from that embodied in the Engineering Report may from time to time become necessary or appropriate, and makes provision for procedures to effectuate approval by Fulton, DeKalb and Atlanta of any substantial deviation from the Engineering Report; and

WHEREAS, the Authority, Atlanta, Fulton and DeKalb in accordance with Sections 4(d) and 5 of the Contract have previously accomplished certain changes to the System as embodied in the First Amendment to the Rapid Transit Contract and Assistance Agreement effective as of December 21, 1973, and the Second Amendment thereto, effective as of April 15, 1974; and

WHEREAS, on June 24, 1974, the Authority adopted certain changes to the System which constitute substantial deviations from the Engineering Report, as described in Exhibit A attached hereto; and

WHEREAS, pursuant to said Section 4(d) of the Contract, approval by Fulton, DeKalb and Atlanta of said substantial deviations was given by appropriate and duly adopted resolutions, by DeKalb on August 13, 1974, by Fulton on August 21, 1974, and by Atlanta on January 30, 1975; and

WHEREAS, pursuant to the said resolutions of approval and in accordance with the desires of the parties, Fulton, DeKalb, Atlanta and the Authority hereby incorporate, establish and bind each other to such amendments to the Engineering Report and provide evidence of mutual agreement thereto.

NOW, THEREFORE, in consideration of the premises and the undertakings hereinafter set forth, Fulton, DeKalb, Atlanta and the Authority, each acting by and through its authorized officers, pursuant to a resolution or ordinance duly adopted and properly passed by its governing body, covenant and agree as follows:

1. Fulton, DeKalb, Atlanta and the Authority do hereby amend the Contract and the Engineering Report so as to reflect certain substantial deviations from the Engineering Report as more fully described in Exhibit A attached hereto and by this reference made a part hereof, which involve relocation of the Northside Drive Station and the realignment of the Northwest Line, between Northside Drive and Alden Avenue.

It is agreed that such changes constitute substantial deviations from the Engineering Report and, as required by the Contract, have been appropriately and duly approved.

2. The Engineering Report shall be deemed modified to the extent, and only to the extent, as is specifically provided in Exhibit A attached hereto, and as it may be otherwise inconsistent with said Exhibit A; any specific term or provision of Exhibit A shall prevail over any inconsistent general term or provision of the Engineering Report.

3. The effective date of this amendment to the Contract and Engineering Report is August 21, 1974.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized officer, have caused this Third Amendment to Rapid Transit Contract, and Assistance Agreement to be executed in several counterparts each of which may be considered an original without the presentation of the others, as of the day and year first above written.

Approved as to Form

Dwight H. Young
County Attorney

ATTEST:

Alvin E. Johnson
Clerk

Approved as to Form

Billy Dean
Asst. County Attorney

ATTEST:

Carl M. Sandman
Clerk

Approved as to Form

Robert H. Pitt
City Attorney

ATTEST:

J. H. H. H.
City Clerk

Approved as to Form

R. William DeLoach
Authority Attorney

ATTEST:

Laurie H. Tolson
Secretary

FULTON COUNTY

By: Stephen C. Carter
Chairman

DEKALB COUNTY

By: A. C. Gresham
Chairman

CITY OF ATLANTA

By: Maynard Jackson
Mayor

METROPOLITAN ATLANTA RAPID
TRANSIT AUTHORITY

By: [Signature]
General Manager

"EXHIBIT A"

AMENDMENT TO METROPOLITAN ATLANTA RAPID TRANSIT PLAN

The report summarizing the comprehensive transit plan for the Atlanta Metropolitan Area and referred to in the Rapid Transit Contract and Assistance Agreement with the City of Atlanta, Fulton and DeKalb Counties as the "Engineering Report," dated September 1971, as amended by the MARTA Board on November 26, 1973, and March 25, 1974, and subsequently approved by the local governments, is hereby further amended to provide for the following modification:

1. Relocation of the Northside Drive Station and the re-alignment of the Northwest Line, between Northside Drive and Alden Avenue.

The amendments shown herein apply to Section 2, System Plan of the Engineering Report; however, all other provisions of this Report inconsistent with this amendment are hereby modified to the extent necessary to render such provisions in conformance herewith.

The amendments are as follows:

1. System Plan

- 2.1 FOUR-COUNTY BASIS

Figure 1 Map (page 8) - change as follows:

- ~~(a)~~ Relocate the Northwest Line, west of Alden Avenue, to go south of the Northwest Expressway (I-75) with the Northside Drive Station located west of Northside Drive and south of Holmes Street.

- 2.1.1 Rail Line Component - Change second paragraph (page 7) to: "Appropriate types of rail line structures have been selected and applied with the result that 20.3 miles of line including 9 stations are on aerial structure; 30.3 miles of the line including 21 stations are at-grade or graded construction; and 9.5 miles of line including 12 stations are in subway. About 66% of the rail system is located adjacent to existing

railroad rights-of-way and an additional five per cent is located beneath public streets in subway."

2.1.1.3 Northwest Line --Change last sentence of first paragraph (page 11) to: "There are two stations in this distance, 0.9 miles of aerial structure, 0.2 miles of at-grade construction, and 0.6 miles of subway."

Change second and third sentences of second paragraph (page 11) to: "Proceeding westerly in subway in Twenty-Sixth Street, the line comes to grade and aerial structure west of Alden Avenue, where it curves to the southwest passing over the Northwest Expressway (I-75). Proceeding southwesterly, the line passes over the Seaboard Coastline Railroad and Northside Drive just south of the Holmes Street intersection with Northside Drive. An interim terminal station is provided west of Northside Drive and south of Holmes Street."

FOURTH AMENDMENT TO RAPID TRANSIT
CONTRACT AND ASSISTANCE AGREEMENT

THIS AMENDMENT made and entered into as of the 22nd day of January, 1979, by, between and among Fulton County, a political subdivision of the State of Georgia (hereinafter sometimes called "Fulton"), DeKalb County, a political subdivision of the State of Georgia (hereinafter sometimes called "DeKalb"), the City of Atlanta, a municipal corporation of the State of Georgia (hereinafter sometimes called "Atlanta") and the Metropolitan Atlanta Rapid Transit Authority (hereinafter sometimes called the "Authority"), a public body corporate and a joint instrumentality of Fulton, DeKalb, Clayton County, Gwinnett County and Atlanta, organized and existing under an Act of the General Assembly of the State of Georgia, approved March 10, 1965, Ga. Laws 1965, p. 2243 (said Act having been amended by an Act of said General Assembly approved March 4, 1966, Ga. Laws 1966, p. 3264, by an Act of said General Assembly approved March 16, 1971, Ga. Laws 1971, p. 2082, by an Act of said General Assembly also approved March 16, 1971, Ga. Laws 1971, p. 2092, by an Act of said General Assembly approved March 17, 1973, Ga. Laws 1973, p. 141, by an Act of said General Assembly approved March 21, 1974, Ga. Laws 1974, p. 2608, by an Act of said General Assembly approved March 21, 1974, Ga. Laws 1974, p. 2617, by an Act of said General Assembly approved March 21, 1974, Ga. Laws 1974, p. 2627, by an Act of said General Assembly approved February 20, 1976, Ga. Laws 1976, p. 217, by an Act of said General Assembly approved March 24, 1976, Ga. Laws 1976, p. 3092, by an Act of said General Assembly approved March 24, 1976, Ga. Laws 1976, p. 3098, by an Act of said General Assembly approved March 24, 1976, Ga. Laws 1976, p. 3407, by an Act of said General Assembly approved March 23, 1977, Ga. Laws 1977, p. 1211, and by an Act of said General Assembly approved April 8, 1977, Ga. Laws 1977, p. 1312, and as the same may hereafter be amended, hereinafter sometimes called the "Act");

W I T N E S S E T H, T H A T:

WHEREAS, the Authority, Atlanta, Fulton and DeKalb have previously entered into a Rapid Transit Contract and Assistance Agreement as of the first day of September, 1971, (hereinafter called the "Contract"), which sets forth and delineates the respective duties, obligations and commitments of the parties hereto to each other with respect to construction, development and implementation of the Authority's rapid transit system (hereinafter called the "System") and incorporates by reference the Engineering Report dated September, 1971, which embodies preliminary plans and recommendations for the acquisition and construction of the System; and

WHEREAS, Section 4(d) of the Contract recognizes and contemplates that changes to the System from that embodied in the Engineering Report may from time to time become necessary or appropriate, and makes provision for procedures to effectuate approval by Fulton, DeKalb and Atlanta of any substantial deviation from the Engineering Report; and

WHEREAS, the Authority, Atlanta, Fulton and DeKalb in accordance with Sections 4(d) and 5 of the Contract have previously accomplished certain changes to the System as embodied in the First Amendment to the Rapid Transit Contract and Assistance Agreement effective as of December 21, 1973, the Second Amendment thereto, effective as of April 15, 1974 and the Third Amendment thereto, effective as of August 21, 1974; and

WHEREAS, on September 11, 1978, the Authority adopted certain changes to the System which constitute substantial deviations from the Engineering Report, as described in Exhibit A attached hereto; and

WHEREAS, the substantial deviations from the Engineering Report, as described in the aforesaid Exhibit A, involve the extension of the System into Clayton County; and

WHEREAS, Clayton County is not a part of the Metropolitan Area as defined in the Contract; and

WHEREAS, on September 11, 1978, the Authority determined, pursuant to Section 1(f) of the Contract, that no financial advantage over the parties to this Contract has accrued or will accrue to any local government not a party to the Contract, including, without limitation, Clayton County, by virtue of the changes to the Engineering Report as provided in the aforesaid Exhibit A; and

WHEREAS, pursuant to said Section 4(d) of the Contract, approval by Fulton, DeKalb and Atlanta of said substantial deviations was given by appropriate and duly adopted resolutions, by DeKalb on October 10, 1978, by Fulton on September 20, 1978, and by Atlanta on October 23, 1978; and

WHEREAS, pursuant to Section 1(f) of the Contract, extension of the System beyond the Metropolitan Area as defined by the Contract in the manner set forth in the aforesaid Exhibit A was approved by appropriate and duly adopted resolutions, by DeKalb on October 10, 1978, by Fulton on September 20, 1978, and by Atlanta on October 23, 1978; and

WHEREAS, pursuant to the said resolutions of approval and in accordance with the desires of the parties, Fulton, DeKalb, Atlanta and the Authority hereby incorporate, establish and bind each other to such amendments to the Contract and the Engineering Report and provide evidence of mutual agreement thereto.

NOW, THEREFORE, in consideration of the premises and the undertakings hereinafter set forth, Fulton, DeKalb, Atlanta and the Authority, each acting by and through its authorized officers, pursuant to a resolution or ordinance duly adopted and properly passed by its governing body, covenant and agree as follows:

1. Fulton, DeKalb, Atlanta and the Authority do hereby amend the Contract and the Engineering Report so as to reflect certain substantial deviations from the Engineering Report as more fully described in Exhibit A attached hereto and by this reference made a part hereof, which involve the addition of a station at the new Hartsfield International Airport Terminal Complex.

It is agreed that such changes constitute substantial deviations from the Engineering Report and, as required by the Contract, have been appropriately and duly approved.

2. The Engineering Report shall be deemed modified to the extent, and only to the extent, as is specifically provided in Exhibit A attached hereto. Any specific term or provision of Exhibit A shall prevail over any inconsistent general or specific term or provision of the Engineering Report.

3. It is agreed by and between Fulton, DeKalb, Atlanta, and the Authority that the amendment to the Engineering Report agreed to in Sections 1 and 2 of this Fourth Amendment to the Contract will extend the System beyond the Metropolitan Area as defined in the Contract. Fulton, DeKalb and Atlanta specifically approve the aforesaid extension of the System beyond the Metropolitan Area, and the Authority, Fulton, DeKalb, and Atlanta hereby agree that no financial advantage over the parties to this Contract has accrued or will accrue to any local government not a party to the Contract, including without limitation, Clayton County, by virtue of the aforesaid extension beyond the Metropolitan Area.

4. Atlanta, Fulton, and DeKalb hereby ratify and approve all acts which the Authority may have taken heretofore and all expenditures of funds which the Authority may have made heretofore in preparing to undertake the acquisition, construction, improvement, operation and maintenance of that portion of the System described in Exhibit A attached hereto.

5. The effective date of this amendment to the Contract and Engineering Report is October 10, 1978.

IN WITNESS WHEREOF, the parties hereto, each acting through its duly authorized officer, have caused this Fourth Amendment to Rapid Transit Contract and Assistance Agreement to be executed in several counterparts, each of which may be considered an original without the presentation of the others, as of the day and year first above written.

Approved as to Form

Frederick H. [Signature]
County Attorney

FULTON COUNTY

By: [Signature]

Chairman

ATTEST:

[Signature]
Clerk

Approved as to Form

George P. Dillard
County Attorney
George P. Dillard

DEKALB COUNTY, GEORGIA

By: [Signature]

Chairman, Board of Commissioners
Walter B. Russell, Jr.

ATTEST:

[Signature]
Clerk, Board of Commissioners
Patrick C. Glisson

DATE December 1, 1978

Approved as to Form

[Signature]
Asst City Attorney

CITY OF ATLANTA

By: [Signature]
Mayor

ATTEST:

[Signature]
City Clerk

Approved as to Form

[Signature]
Authority Attorney

METROPOLITAN ATLANTA RAPID
TRANSIT AUTHORITY

By: [Signature]
General Manager

ATTEST:

[Signature]
Secretary

"EXHIBIT "A" TO FOURTH AMENDMENT TO
RAPID TRANSIT CONTRACT AND ASSISTANCE AGREEMENT"

AMENDMENT TO METROPOLITAN ATLANTA RAPID TRANSIT PLAN

The Report summarizing the comprehensive transit plan for the Atlanta Metropolitan Area and referred to in the Rapid Transit Contract and Assistance Agreement with the City of Atlanta, Fulton and DeKalb Counties as the "Engineering Report", dated September, 1971 is hereby amended to provide for the following modification:

1. Addition of a station at the new Hartsfield International Airport Terminal Complex.

The amendments shown herein apply to Section 2, System Plan of the Engineering Report; however, all other provisions of this Report inconsistent with this amendment are hereby modified to the extent necessary to render such provisions in conformance herewith. The amendments are:

2.1.1.4 South Line - Change as follows: "The South Line provides service to the communities south of the Atlanta CBD. This line is 9.0 miles long from a point just south of the Five Points Station to an interim terminal station at the new Hartsfield International Airport Terminal Complex. The South Line contains seven stations.

Beginning at its north end, the South Line proceeds in subway under Broad Street to the Garnett Station. South of this station the line leaves the subway and crosses over I-20 to an alignment along the south side of this expressway. Proceeding southwesterly the line crosses over the joint rights-of-way of the Central of Georgia Railroad and the Atlanta and West Point Railroad, where it curves south-

2.1.1.5 Hapeville Branch - Change as follows: "The Hapeville Branch connects the South Line at East Point with the community of Hapeville. The branch is 1.8 miles long from the East Point Station along the Central of Georgia Railroad to an interim station in the City of Hapeville. Parking provisions are made at this station."

ward on aerial structure away from the freeway to an alignment between Lee and West Whitehall Streets.

The West End Station is proposed in this vicinity, south of Gordon Street. The line proceeds southward, with at grade and aerial construction, aligned alongside the joint railroad rights-of-way east of Lee Street and Main Street. Stations are provided at Arden Avenue (Oakland Circle) and Lakewood Expressway.

To the south, the line enters East Point, where a station is provided for at East Taylor Avenue. In this area, south of the East Point Station, the Hapeville Branch joins the South Line. The South Line continues south along the Atlanta and West Point Railroad. A station serving the City of College Park is provided north of Camp Creek Parkway.

Continuing south, the line crosses over relocated I-85, the access ramps to the new Hartsfield International Airport Terminal Complex, and the airport parking lot. The Airport Station is located immediately adjacent to the west end of the new airport terminal building. This station is the interim terminus of the South Line.

Included in the development of the South Line are several grade-separation structures, carrying intersecting streets over or under the rail line, and provisions for rapid transit car storage and repair. Parking facilities are provided at all stations except Garnett and Airport Stations."

"Exhibit B"

FIFTH AMENDMENT TO RAPID TRANSIT
CONTRACT AND ASSISTANCE AGREEMENT

THIS AMENDMENT made and entered into as of the 11th day of September, 1979, by, between and among Fulton County, a political subdivision of the State of Georgia (hereinafter sometimes called "Fulton"), DeKalb County, a political subdivision of the State of Georgia (hereinafter sometimes called "DeKalb"), the City of Atlanta, a municipal corporation of the State of Georgia (hereinafter sometimes called "Atlanta") and the Metropolitan Atlanta Rapid Transit Authority (hereinafter sometimes called the "Authority"), a public body corporate and a joint instrumentality of Fulton, DeKalb, Clayton County, Gwinnett County and Atlanta, organized and existing under an Act of the General Assembly of the State of Georgia, approved March 10, 1965, Ga. Laws 1965, p. 2243 (said Act having been amended by an Act of said General Assembly approved March 4, 1966, Ga. Laws 1966, p. 3264, by an Act approved March 16, 1971, Ga. Laws 1971, p. 2082, by an Act approved March 16, 1971, Ga. Laws 1971, p. 2092, by an Act approved March 17, 1973, Ga. Laws 1973, p. 141, by an Act approved March 21, 1974, Ga. Laws 1974, p. 2608, by an Act approved March 21, 1974, Ga. Laws 1974, p. 2617, by an Act approved March 21, 1974, Ga. Laws 1974, p. 2627, by an Act approved February 20, 1976, Ga. Laws 1976, p. 217, by an Act approved March 24, 1976, Ga. Laws 1976, p. 3092, by an Act approved March 24, 1976, Ga. Laws 1976, p. 3098, by an Act approved March 24, 1976, Ga. Laws 1976, p. 3104, by an Act approved March 31, 1976, Ga. Laws 1976, p. 3407, by an Act approved March 23, 1977, Ga. Laws 1977, p. 724, by an Act approved March 30, 1977, Ga. Laws 1977, p. 1211, by an Act approved April 8, 1977, Ga. Laws 1977, p. 1312, and by Act 623 (H.B. 515) approved April 16, 1979, Ga. Laws 1979, p. 4634, and as the same may hereafter be amended, hereinafter sometimes referred to as the "Act").

W I T N E S S E T H , T H A T :

WHEREAS, the Authority, Atlanta, Fulton and DeKalb have previously entered into a Rapid Transit Contract and Assistance Agreement as of the first day of September, 1971, (hereinafter called the "Contract"), which sets forth and delineates the respective duties, obligations and commitments of the parties hereto to each other with respect to construction, development and implementation of the Authority's rapid transit system (hereinafter called the "System") and incorporates by reference the Engineering Report dated September, 1971, which embodies preliminary plans and recommendations for the acquisition and construction of the System; and

WHEREAS, the Georgia General Assembly, by Act 623 (H.B. 515) approved April 16, 1979, Ga. Laws 1979, p. 4634 (hereinafter referred to as the "1979 Amendment"), enacted a new Subsection 25(k) of the Act which sets forth certain priorities for the use of proceeds from a retail sales and use tax levied for transit purposes; and

WHEREAS, the Authority, Atlanta, Fulton and DeKalb desire to amend the Engineering Report to accomplish such changes in the sequencing of construction of the System as are necessary to insure that the aforesaid tax proceeds are used in accordance with the intent of the General Assembly as expressed in Section 1 of the 1979 Amendment, and in accordance with Section 10 of the 1979 Amendment; and

WHEREAS, Section 4(d) of the Contract recognizes and contemplates that changes to the System from that embodied in the Engineering Report may from time to time become necessary or appropriate, and makes provision pursuant to Section 5 of the Contract for procedures to effectuate approval by Fulton,

DeKalb and Atlanta of any substantial deviation from the Engineering Report; and

WHEREAS, the Authority, Atlanta, Fulton and DeKalb in accordance with Sections 4(d) and 5 of the Contract have previously accomplished certain changes to the System as embodied in the First Amendment to the Rapid Transit Contract and Assistance Agreement effective as of December 21, 1973, the Second Amendment thereto, effective as of April 15, 1974, the Third Amendment thereto, effective as of August 21, 1974, the Fourth Amendment thereto, effective as of October 10, 1978; and

WHEREAS, on August 27, 1979, the Authority adopted certain changes to the System which constitute substantial deviations from the Engineering Report, as described in Exhibit A attached hereto; and

WHEREAS, Section 2(c) of the Contract authorizes the Authority to use monies derived from the levy of a retail sales and use tax for rapid transit purposes, subject, however, to certain restrictions on the use of the proceeds of the tax commencing with January 1 of the eleventh full year after the effective date of the tax; and

WHEREAS, Section 2(d) of the Contract provides that Fulton and DeKalb shall levy a retail sales and use tax for transit purposes, and refers to the maximum rate of said tax as one percent for ten years following the effective date of said tax and at a maximum rate of one-half of one percent thereafter; and

WHEREAS, the Georgia General Assembly, in the 1979 Amendment, amended Section 25 of the Act to provide that the maximum rate of said tax shall be one percent until June 30, 1997 and shall be reduced to one-half of one percent

thereafter, and to provide that certain limitations on the use of proceeds of the tax shall commence on July 1, 1997; and

WHEREAS, on August 27, 1979, the Authority adopted a resolution approving certain amendments to the text of the Contract; and

WHEREAS, pursuant to Sections 4(d) and 5 of the Contract, approval by Fulton, DeKalb and Atlanta of said substantial deviations from the Engineering Report and said amendments to the text of the Contract was given by appropriate and duly adopted resolutions, by DeKalb on September 11, 1979, by Fulton on September 5, 1979, and by Atlanta on _____, 1979; and

WHEREAS, pursuant to the said resolutions of approval and in accordance with the desires of the parties, Fulton, DeKalb, Atlanta and the Authority hereby incorporate, establish and bind each other to such amendments to the Contract and the Engineering Report and provide evidence of mutual agreement thereto.

NOW, THEREFORE, in consideration of the premises and the undertakings hereinafter set forth, Fulton, DeKalb, Atlanta and the Authority, each acting by and through its authorized officers, pursuant to a resolution or ordinance duly adopted and properly passed by its governing body, covenant and agree as follows:

Section 1. Fulton, DeKalb, Atlanta and the Authority do hereby amend Subsection 2(c) of the Contract by striking from the third sentence of Subsection 2(c) the following:

"; provided, however, that commencing with January 1 of the eleventh full year after the effective date of the tax as to Fulton,

DeKalb, Clayton or Gwinnett and for every year thereafter, the proceeds of such tax as to Fulton, DeKalb, Clayton or Gwinnett, as the case may be, shall not be used to subsidize operations of the System to an extent greater than 50% of the operating costs of the System, exclusive of depreciation and amortization.", and by inserting in lieu thereof ".", and by striking the fourth and fifth sentences of Subsection 2(c) in their entirety, so that when so amended, said Subsection 2(c) shall read as follows:

"(c) The Act authorizing the levy of a retail sales and use tax for rapid transit purposes provides that the Georgia State Revenue Commissioner shall pay over to the Georgia State Treasurer all of said retail sales and use tax monies collected to the credit of a special fund styled "Collection of Metropolitan Atlanta Rapid Transit Authority Taxes" and further provides that as soon as practicable after said tax monies have been paid into the State Treasury in any month for the preceding month, the State Treasurer shall draw his warrant on the State Treasury in the proper amount in favor of each local government entitled to the monthly return of its local retail sales and use tax monies. It is the intention of Fulton, DeKalb, Clayton and Gwinnett that such monies be paid monthly by the State Treasurer directly to the Authority and accordingly such monies and the right to receive same are hereby assigned by Fulton, DeKalb, Clayton and Gwinnett to the Authority and the State Treasurer is hereby authorized and directed to make such payments

directly to the Authority, which payments the Authority shall credit to each local government in the appropriate amounts. The Authority is hereby authorized to use said monies in any manner it deems necessary or desirable in accomplishing the aforesaid undertaking, including without being limited to, the pledging of anticipated receipts to the repayment of monies borrowed by the Authority."

Section 2. Fulton, DeKalb, Atlanta and the Authority do hereby amend the second sentence of Subsection 2(d) of the Contract by inserting after the following:

"March 16, 1971 (Ga. Laws 1971, p. 2082)," ,
the following:

"as amended by Act 623 (H.B. 515) approved April 16, 1979, (Ga. Laws 1979, p. 4634),"

and by striking the following:

"for ten years following the effective date of said tax",

and by inserting in lieu thereof the following:

"until June 30, 1997",

so that when amended, the second sentence of Subsection 2(d) of the Contract shall read as follows:

"It is understood and agreed that the Act of the General Assembly of the State of Georgia approved March 16, 1971 (Ga. Laws 1971, p. 2082), as amended by Act 623 (H.B. 515) approved April 16, 1979, (Ga. Laws 1979, p. 4634), which authorizes the levy of the aforesaid retail sales and use tax for rapid transit purposes, provides for a maximum rate of taxation of one percent until June 30, 1997 and at a maximum rate of one-half of one percent thereafter and that, to the fullest extent permitted by

law, those entities which, from time to time, shall lend monies to the Authority shall be deemed to have relied for repayment security on this contract and agreement and they shall be third party beneficiaries hereof, such reliance relating particularly to the covenants of Fulton, DeKalb, Clayton and Gwinnett hereby expressed that the rates of taxation to be levied during the full term of this contract and agreement shall not be less than the maximum rates now set forth in the aforesaid Act."

Section 3. Fulton, DeKalb, Atlanta and the Authority do hereby amend the Contract and the Engineering Report so as to reflect certain changes in the sequence of construction, which changes are substantial deviations from the Engineering Report, all as more fully described in "Exhibit A" attached hereto and by this reference made a part hereof.

It is agreed that such changes in the sequence of construction constitute substantial deviations from the Engineering Report and, as required by the Contract, have been appropriately and duly approved. It is further agreed that said changes in the sequence of construction as agreed to herein conform to the intent and substantive requirements of the 1979 Amendment.

Section 4. The Engineering Report shall be deemed modified to the extent, and only to the extent, as is specifically provided in "Exhibit A" attached hereto. Any specific term or provision of "Exhibit A" shall prevail over any inconsistent general or specific term or provision of the Engineering Report.

Section 5. Fulton, DeKalb, Atlanta and the Authority all recognize that Fulton, DeKalb, Atlanta and the Authority are the only present parties to the Contract and that neither Clayton County nor Gwinnett County are present parties to the Contract. Retained references to "Clayton" and "Gwinnett" in the amended and restated Contract language adopted herein do not and shall not affect in any way the present status or possible future participation of Clayton County and Gwinnett County under the terms of the Contract.

Section 6. The effective date of this amendment to the Contract and Engineering Report is September 11, 1979, said amendment having been approved on or before that date by a majority of Fulton, DeKalb and Atlanta.

IN WITNESS WHEREOF, the parties hereto, each acting through its duly authorized officer, have caused this Fifth Amendment to the Rapid Transit Contract and Assistance Agreement to be executed in several counterparts, each of which may be considered an original without the presentation of the others, as of the day and year first above written.

Approved as to Form

Robert D. Young
County Attorney

ATTEST:

[Signature]
Clerk

Approved as to Form

[Signature]
County Attorney

ATTEST:

[Signature]
Patrick C. Glisson
Clerk, Board of Commissioners

FULTON COUNTY

By: [Signature]
Chairman

DEKALB COUNTY, GEORGIA

By: [Signature]
Walter B. Russell, Jr.
Chairman, Board of Commissioners

Date: September 25, 1979

Approved as to Form

CITY OF ATLANTA

City Attorney

By: _____
Mayor

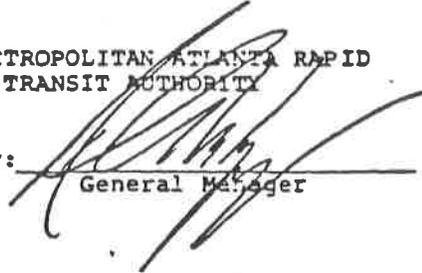
ATTEST:

City Clerk

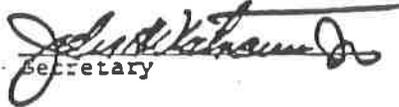
Approved as to Form

METROPOLITAN ATLANTA RAPID
TRANSIT AUTHORITY


Authority Attorney

By: 
General Manager

ATTEST:


Secretary

"Exhibit A"
AMENDMENT TO METROPOLITAN
ATLANTA RAPID TRANSIT PLAN

The Report summarizing the comprehensive transit plan for the Atlanta Metropolitan Area and referred to in the Rapid Transit Contract and Assistance Agreement by and between the Metropolitan Atlanta Rapid Transit Authority, the City of Atlanta, Fulton County, and DeKalb County as the "Engineering Report," dated September, 1971, is hereby amended as follows:

Section 5, SCHEDULE OF SYSTEM DEVELOPMENT (together with all of its subparts, to wit: 5.1 SCHEDULING CRITERIA; 5.2 DEVELOPMENT PHASING; and 5.3 PHASE DEFINITIONS) is deleted in its entirety and a new Section 5 is inserted in lieu thereof, to read as follows:

***5. SCHEDULE OF SYSTEM DEVELOPMENT**

5.1 SCHEDULE CRITERIA

This new schedule has been developed in 1979 to reflect changes in the availability of financial resources and other factors which have occurred since 1971. The Authority shall undertake the acquisition, construction, improvement, operation and maintenance of the System and it shall proceed as rapidly with said undertaking as its financial resources will permit. The Authority shall commence service on any operable portion of the System as soon as practicable and it shall continuously operate and maintain the System so as to make its benefits primarily available to the residents of the Atlanta metropolitan area.

5.2 SEQUENCE OF CONSTRUCTION

The Authority shall construct, complete, and operate the following phases of its rail rapid transit system in the following numerical and alphabetical order of priority:

1. Phase "A"- the rapid rail system extending from Avondale Station on the East Line to Hightower Road on the West Line, and from North Avenue on the Central Line to Garnett Street on the Central Line.
2. Phase "B" - the rapid rail system extending from Lenox Road on the Northeast Line to Lakewood on the South Line (including those portions of the Central Line not included in Phase "A"), and the construction of the first stage (station shell) of the Airport Station (in Clayton County, Georgia).

"Exhibit A"
Page Two

3. Phase "C" - the rapid rail system extending from Lenox Road on the Northeast Line to Doraville on the Northeast Line, and those portions of the South Line and the Southwest Branch extending from Lakewood on the South Line to the Airport Station (located in Clayton County, Georgia) on the Southwest Branch, giving equal priority to extending said rail system to serve the City of Doraville and the Hartsfield International Airport.

4. Phase "D" - the rapid rail system, viz., the Proctor Creek Branch, the line extending from Hightower Road on the West Line to Fairburn Road on the West Line, and the line extending from Avondale Station on the East Line to Indian Creek on the East Line.

5. Phase "E" - the rapid rail system, viz., the Tucker/North DeKalb Branch, the Northwest Line, and that portion of the South Line extending from East Point to Hapeville.

SIXTH AMENDMENT TO RAPID TRANSIT CONTRACT
AND ASSISTANCE AGREEMENT BY, BETWEEN AND AMONG
FULTON COUNTY, DEKALB COUNTY, THE CITY OF ATLANTA, AND
THE METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY

THIS AMENDMENT made and entered into as of the 22nd
day of August, 1980, by, between and among Fulton
County, a political subdivision of the State of Georgia
(hereinafter sometimes called "Fulton"), DeKalb County, a
political subdivision of the State of Georgia (hereinafter
sometimes called "DeKalb"), the City of Atlanta, a municipal
corporation of the State of Georgia (hereinafter sometimes
called "Atlanta"), and the Metropolitan Atlanta Rapid Transit
Authority (hereinafter sometimes called the "Authority"), a
public body corporate and a joint instrumentality of Fulton,
DeKalb, Clayton County, Gwinnett County and Atlanta, organized
and existing under an Act of the General Assembly of the State
of Georgia, approved March 10, 1965, Ga. Laws 1965, p. 2243
(said Act having been amended by an Act of said General
Assembly approved March 4, 1966, Ga. Laws 1966, p. 3264, by an
Act approved March 16, 1971, Ga. Laws 1971, p. 2082, by an Act
approved March 16, 1971, Ga. Laws 1971, p. 2092, by an Act
approved March 17, 1973, Ga. Laws 1973, p. 141, by an Act
approved March 21, 1974, Ga. Laws 1974, p. 2608, by an Act
approved March 21, 1974, Ga. Laws 1974, p. 2617, by an Act
approved March 21, 1974, Ga. Laws 1974, p. 2627, by an Act
approved February 20, 1976, Ga. Laws 1976, p. 217, by an Act
approved March 24, 1976, Ga. Laws 1976, p. 3092, by an Act
approved March 24, 1976, Ga. Laws 1976, p. 3098, by an Act
approved March 24, 1976, Ga. Laws 1976, p. 3104, by an Act
approved March 31, 1976, Ga. Laws 1976, p. 3407, by an Act
approved March 23, 1977, Ga. Laws 1977, p. 724, by an Act
approved March 30, 1977, Ga. Laws 1977, p. 1211, by an Act
approved April 8, 1977, Ga. Laws 1977, p. 1312, by an Act
approved April 16, 1979, Ga. Laws 1979, p. 4634, by Act 1152

(H.B. 1284), approved March 25, 1980, Ga. Laws 1980, p. 3831 and by Act 1289 (H.B. 1686); approved March 27, 1980, Ga. Laws 1980, p. 4333, and as the same may hereafter be amended, hereinafter sometimes referred to as the "Act").

W I T N E S S E T H, T H A T:

WHEREAS, the Authority, Atlanta, Fulton and DeKalb have previously entered into a Rapid Transit Contract and Assistance Agreement as of the first day of September, 1971, (hereinafter called the "Contract"), which sets forth and delineates the respective duties, obligations and commitments of the parties hereto to each other with respect to construction, development and implementation of the Authority's rapid transit system (hereinafter called the "System") and incorporates by reference the Engineering Report dated September, 1971, which embodies preliminary plans and recommendations for the acquisition and construction of the System; and

WHEREAS, Paragraph 4(d) of the Contract recognizes and contemplates that the Authority may amend the Contract with the approval of Fulton, DeKalb and Atlanta pursuant to Paragraph 5 of the Contract; and

WHEREAS, the Authority, Atlanta, Fulton and DeKalb in accordance with Paragraphs 4(d) and 5 of the Contract have previously accomplished certain changes to the Contract and to the System as embodied in the First Amendment to the Rapid Transit Contract and Assistance Agreement effective as of December 21, 1973, the Second Amendment thereto, effective as of April 15, 1974, the Third Amendment thereto, effective as of August 21, 1974, the Fourth Amendment thereto, effective as of October 10, 1978, and the Fifth Amendment thereto, effective as of September 11, 1979; and

WHEREAS, the Georgia General Assembly, by Act 1152 (H.B. 1284) approved March 25, 1980, Ga. Laws 1980, p. 3831

(hereinafter referred to as the "1980 Amendment"), authorized, subject to certain conditions precedent, Clayton County, a political subdivision of the State of Georgia (hereinafter sometimes called "Clayton"), to create the Clayton County-Atlanta Airport Public Transportation District (hereinafter sometimes called "District"), to encompass those areas defined in subsection 24(1) of the Act, and further authorized Clayton, for and on behalf of the District, to enter into contracts with the Authority for the provision of public transportation services to and from and within said District in return for periodic payments from Clayton (on behalf of the District) to the Authority; and

WHEREAS, the 1980 Amendment provided that as a condition precedent to the local governing body of Clayton County exercising any power pursuant to subsection 24(1) of the Act, including, inter alia, the creation of the District, "the Rapid Transit Contract and Assistance Agreement by and between the Authority, the Counties of Fulton and DeKalb, and the City of Atlanta, dated September 1, 1971, as amended, must first be amended to provide that any rapid transit contract between Clayton County on behalf of the entire county and the Authority which requires Clayton County to levy the sales and use tax authorized by [the] Act throughout its territorial limits shall also provide for the extension of the rapid transit system and project into Clayton County to provide rapid transit services on substantially the same basis that such services are provided or will be provided within Fulton and DeKalb counties, without the necessity of any payment being made by Clayton County other than the proceeds of the sales and use tax levied throughout its territorial limits;" and

WHEREAS, the Authority, Fulton, DeKalb, and Atlanta desire to permit Clayton to establish the District, to enter into contracts with the Authority for the provision of public transportation services to and from and within said District in

return for periodic payments from Clayton (on behalf of the District) to the Authority, and, pursuant to said contract with the Authority to levy the sales and use tax for rapid transit purposes therein; and

WHEREAS, on April 14, 1980, prior to the creation and establishment of the District, the Authority adopted a resolution adopting this Sixth Amendment to the Contract and requesting Fulton, DeKalb and Atlanta to approve same, and

WHEREAS, pursuant to Sections 4(d) and 5 of the Contract, approval by Fulton, DeKalb and Atlanta of this Sixth Amendment was given by appropriate and duly adopted resolutions, by DeKalb on May 27, 1980, by Fulton on May 7, 1980, and by Atlanta on May 27, 1980; and

WHEREAS, pursuant to the said resolutions of approval and in accordance with the desires of the parties, Fulton, DeKalb, Atlanta and the Authority hereby incorporate, establish and bind each other to this amendment to the Contract and provide evidence of mutual agreement thereto.

NOW, THEREFORE, in consideration of the premises and the undertakings hereinafter set forth, Fulton, DeKalb, Atlanta and the Authority, each acting by and through its authorized officers, pursuant to a resolution or ordinance duly adopted and properly passed by its governing body, covenant and agree as follows:

1. Fulton, DeKalb, Atlanta and the Authority do hereby amend the Contract by adding at the end of Paragraph 1 thereof a new subparagraph (g) to read as follows:

(g) Anything in subparagraph (f) of this Paragraph 1 to the contrary notwithstanding, any rapid transit contract between Clayton County on behalf of the entire county and the Authority which requires Clayton County to levy the sales and use tax authorized by the Act throughout its territorial limits, shall also provide for the extension of the System into Clayton

County to provide rapid transit services within Clayton County on substantially the same basis that such services are provided or will be provided within Fulton and DeKalb, without the necessity of any payment being made by Clayton County other than the proceeds of the sales and use tax levied throughout its territorial limits.

2. Fulton, DeKalb, Atlanta and the Authority do hereby acknowledge, agree, and confirm that the covenants expressed in Section 1 of this Amendment shall not apply, and shall not be deemed or construed to apply, to any rapid transit contract between the Authority and any local government other than as expressly set forth in Section 1 of this Amendment.

3. The effective date of this amendment to the Contract is May 27, 1980, said amendment having been approved on or before that date by a majority of Fulton, DeKalb and Atlanta.

IN WITNESS WHEREOF, the parties hereto, each acting through its duly authorized officer, have caused this Sixth Amendment to the Rapid Transit Contract and Assistance Agreement to be executed in several counterparts, each of which may be considered an original without the presentation of the others, as of the day and year first above written.

Approved as to Form

Robert D. Young
County Attorney

ATTEST:

[Signature]
Clerk

(SEAL)

Approved:

Maie C. Blake
County Attorney
Associate

ATTEST:

[Signature]
Clerk, DeKalb County
Board of Commissioners

(SEAL)

FULTON COUNTY

By: [Signature]
Chairman

DEKALB COUNTY, GEORGIA

By: [Signature]
Chairman, DeKalb County
Board of Commissioners

Approved as to Form

Robert W. Witt
City Attorney

CITY OF ATLANTA

By: Maynard Jackson
Mayor

ATTEST:

By Jerry C. Beale
City Clerk
(SEAL)

Approved as to Form

John R. Barney
Authority Attorney

METROPOLITAN ATLANTA RAPID
TRANSIT AUTHORITY

By: [Signature]
General Manager

ATTEST:

Hil W. Wengray
Secretary
(SEAL)

SEVENTH AMENDMENT TO RAPID TRANSIT CONTRACT
AND ASSISTANCE AGREEMENT BY, BETWEEN, AND AMONG
FULTON COUNTY, DEKALB COUNTY, THE CITY OF ATLANTA,
AND THE METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY

THIS AMENDMENT made and entered into as of the ____ day of _____, 1980, by, between and among Fulton County, a political subdivision of the State of Georgia (hereinafter sometimes referred to as "Fulton"), DeKalb County, a political subdivision of the State of Georgia (hereinafter sometimes referred to as "DeKalb"), the City of Atlanta, a municipal corporation of the State of Georgia (hereinafter sometimes referred to as "Atlanta"), and the Metropolitan Atlanta Rapid Transit Authority (hereinafter sometimes referred to as the "Authority"), a public body corporate and a joint instrumentality of Fulton, DeKalb, Clayton County, Gwinnett County and Atlanta, organized and existing under an Act of the General Assembly of the State of Georgia, approved March 10, 1965, Ga. Laws 1965 p. 2243, as amended, and as the same may be hereafter amended (hereinafter sometimes referred to as the "Act").

W I T N E S S E T H A T:

WHEREAS, the Authority, Atlanta, Fulton and DeKalb have previously entered into a Rapid Transit Contract and Assistance Agreement as of the first day of September, 1971, (hereinafter referred to as the "Contract"), which sets forth and delineates the respective duties, obligations and commitments of the parties hereto to each other with respect to construction, development and implementation of the Authority's rapid transit system (hereinafter referred to as the "System") and incorporated by reference the Engineering Report dated September, 1971, which embodies preliminary plans and recommendations for the acquisition and construction of the System; and

WHEREAS, Paragraph 4(d) of the Contract recognizes and contemplates that changes to the System from that embodied in the Engineering Report may from time to time become necessary or appropriate, and makes provision pursuant to Paragraph 5 of the Contract for procedures to effectuate approval by Fulton, DeKalb and Atlanta of any substantial deviation from the Engineering Report; and

WHEREAS, the Authority, Atlanta, Fulton and DeKalb in accordance with Paragraphs 4(d) and 5 of the Contract have previously accomplished certain changes to the Contract and to the System as embodied in the First Amendment to the Rapid Transit Contract and Assistance Agreement effective as of December 21, 1973, the Second Amendment thereto, effective as of April 15, 1974, the Third Amendment thereto, effective as of August 21, 1974, the Fourth Amendment thereto, effective as of October 10, 1978, the Fifth Amendment thereto, effective as of September 11, 1979, and the Sixth Amendment thereto, effective as of May 27, 1980; and

WHEREAS, on June 23, 1980, the Authority adopted certain changes to the System which constitute substantial deviations from the Engineering Report, as described in Exhibit A attached hereto; and

WHEREAS, pursuant to said Paragraph 4(d) of the Contract, approval by Fulton, DeKalb and Atlanta of said substantial deviations was given by appropriate and duly adopted resolution, by DeKalb on October 14, 1980, by Fulton on October 1, 1980, and by Atlanta on August 8, 1980; and

WHEREAS, pursuant to the said resolutions of approval and in accordance with the desires of the parties, Fulton, DeKalb, Atlanta, and the Authority hereby incorporate, establish, and

bind each other to such amendments to the Contract and the Engineering Report and provide evidence of mutual agreement thereto.

NOW, THEREFORE, in consideration of the premises and undertakings hereinafter set forth, Fulton, DeKalb, Atlanta and the Authority each acting by and through its authorized officers, pursuant to a resolution or ordinance duly adopted and passed by its governing body, covenant and agree as follows:

Section 1. Fulton, DeKalb, Atlanta, and the Authority do hereby amend the Contract and the Engineering Report so as to reflect certain substantial deviations from the Engineering Report as more fully described in Exhibit A attached hereto and by this reference made a part hereof. It is agreed that such changes constitute substantial deviations from the Engineering Report and, as required by the Contract, have been appropriately and duly approved.

Section 2. The Engineering Report shall be deemed modified to the extent, and only to the extent, as is specifically provided in Exhibit A attached hereto. Any specific term or provision of Exhibit A shall prevail over any inconsistent general or specific term of the Engineering Report.

Section 3. The effective date of this amendment to the Contract and Engineering Report is October 1, 1980, said amendment having been approved on or before that date by a majority of Fulton, DeKalb and Atlanta.

IN WITNESS WHEREOF, the parties hereto, each acting through its duly authorized officer, have caused this Seventh Amendment to the Rapid Transit Contract and Assistance Agreement to be executed in several counterparts, each of which may be

considered an original without the presentation of the others,
as of the day and year first above written.

APPROVED AS TO FORM:

FULTON COUNTY

Robert D. Young
County Attorney

By: Michael L. Long
Chairman
Item # 24, SA 1/7/81 Am
[SEAL]

Attest: [Signature]
Clerk

APPROVED AS TO FORM:

DEKALB COUNTY, GEORGIA

John P. Smith
County Attorney

By: [Signature]
Chairman, Board of Commissioners
[SEAL]

Attest: [Signature]
Clerk, Board of Commissioners

APPROVED AS TO FORM:

CITY OF ATLANTA

Ralph Stettin
City Attorney

By: Maynard Jackson
Mayor
[SEAL]

Attest: [Signature]
City Clerk

APPROVED AS TO FORM:

METROPOLITAN ATLANTA RAPID
TRANSIT AUTHORITY

James J. Rangan
Authority Attorney

By: [Signature]
General Manager
[SEAL]

Attest:

Gil Y. Winney
Asst. Secretary to Board of Directors

"EXHIBIT A"

AMENDMENT TO METROPOLITAN ATLANTA RAPID TRANSIT PLAN

The Report summarizing the comprehensive transit plan for the Atlanta metropolitan area and referred to in the Rapid Transit Contract and Assistance Agreement with the City of Atlanta, Fulton and DeKalb Counties as the "Engineering Report", dated September 1971, is hereby amended to provide for the following modification:

1. Relocation of the Fairburn Road Station to a location immediately east of I-285.

The amendments shown herein substitute a new Section 2.1.1.6 of the System Plan of the Engineering Report; however, all other provisions of this Report inconsistent with this amendment are hereby modified to the extent necessary to render such provisions in conformance herewith. The amendments delete Section 2.1.1.6 West Line and substitute a new Section 2.1.1.6 West Line to read as follows:

2.1.1.6 West Line. The West Line begins at the Five Points Station, at the intersection with the North-South Line. The West Line is 6.2 miles long from its junction with the East Line at Five Points Station to its terminal station near I-285, and includes six stations.

Beginning at Five Points Station, the line proceeds west in subway to the Omni Station at Techwood Drive. The line continues west, with several subway and at-grade sections, to stations at Electric Avenue (Vine City) and Ashby Street. West of Ashby Station provisions are made for the connection of the Proctor Creek Branch.

The West Line joins the alignment of the Seaboard Coast Line Railroad at Chappell Road and remains along its south side, generally at-grade, westward to I-285. Stations are provided at West Lake Avenue, Bightower Road, and immediately east of I-285. Provision is made for future extension of the West Line to the west of I-285.

Included in the development of the West Line are several grade-separation structures, carrying intersecting streets over or under the rail line. Parking facilities are provided at all stations except Omni Station.

EIGHTH AMENDMENT TO RAPID TRANSIT
CONTRACT AND ASSISTANCE AGREEMENT

THIS AMENDMENT made and entered into as of the 1st day of June, 1983, by, between and among Fulton County, a political subdivision of the State of Georgia (hereinafter sometimes called "Fulton"), DeKalb County, a political subdivision of the State of Georgia (hereinafter sometimes called "DeKalb"), the City of Atlanta, a municipal corporation of the State of Georgia (hereinafter sometimes called "Atlanta") and the Metropolitan Atlanta Rapid Transit Authority (hereinafter sometimes called the "Authority"), a public body corporate and a joint instrumentality of Fulton, DeKalb, Clayton County, Gwinnett County and Atlanta, organized and existing under an Act of the General Assembly of the State of Georgia, approved March 10, 1965, Ga. Laws 1965, p. 2243 (said Act having been amended by an Act of said General Assembly approved March 4, 1966, Ga. Laws 1966, p. 3264, by an Act approved March 16, 1971, Ga. Laws 1971, p. 2082, by an Act approved March 16, 1971, Ga. Laws 1971, p. 2092, by an Act approved March 17, 1973, Ga. Laws 1973, p. 141, by an Act approved March 21, 1974, Ga. Laws 1974, p. 2608, by an Act approved March 21, 1974, Ga. Laws 1974, p. 2617, by an Act approved March 21, 1974, Ga. Laws 1974, p. 2627, by an Act approved February 20, 1976, Ga. Laws 1976, p. 217, by an Act

approved March 24, 1976, Ga. Laws 1976, p. 3092, by an Act approved March 24, 1976, Ga. Laws 1976, p. 3098, by an Act approved March 24, 1976, Ga. Laws 1976, p. 3104, by an Act approved March 31, 1976, Ga. Laws 1976, p. 3407, by an Act approved March 23, 1977, Ga. Laws 1977, p. 724, by an Act approved March 30, 1977, Ga. Laws 1977, p. 1211, by an Act approved April 8, 1977, Ga. Laws 1977, p. 1312, by an Act approved April 16, 1979, Ga. Laws 1979, p. 4634, by an Act approved March 25, 1980, Ga. Laws 1980, p. 3831, by an Act approved March 27, 1980, Ga. Laws 1980, p. 4333, by an Act approved April 7, 1981, Ga. Laws 1981, p. 4289, by an Act approved April 12, 1982, Ga. Laws 1982, p. 3707, by an Act approved April 20, 1982, Ga. Laws 1982, p. 5101, by Act 366 (H.B. 340) approved March 18, 1983, Ga. Laws 1983, p. 764, by Act 449 (H.B. 339) approved March 29, 1983, Ga. Laws 1983, p. 1079, and by Act 450 (H.B. 648) approved March 29, 1983, Ga. Laws 1983, p. 1087, and as the same may hereafter be amended, hereinafter sometimes referred to as the "Act").

W I T N E S S E T H, T H A T :

WHEREAS, the Authority, Atlanta, Fulton and DeKalb have previously entered into a Rapid Transit Contract and Assistance Agreement as of the first day of September, 1971, (hereinafter called the "Contract"), which sets forth and delineates the respective duties, obligations and commitments

of the parties hereto to each other with respect to construction, development and implementation of the Authority's rapid transit system (hereinafter called the "System") and incorporates by reference the Engineering Report dated September, 1971, which embodies preliminary plans and recommendations for the acquisition and construction of the System; and

WHEREAS, Section 4(d) of the Contract recognizes and contemplates that amendments to the Contract and changes to the System from that embodied in the Engineering Report may from time to time become desirable, and makes provision pursuant to Section 5 of the Contract for procedures to effectuate approval by Fulton, DeKalb and Atlanta of any amendment to the Contract or substantial deviation from the Engineering Report; and

WHEREAS, the Authority, Atlanta, Fulton and DeKalb in accordance with Sections 4(d) and 5 of the Contract have previously accomplished certain amendments to the Contract and changes to the System as embodied in the First Amendment to the Contract effective as of December 21, 1973, the Second Amendment thereto, effective as of April 15, 1974, the Third Amendment thereto, effective as of August 21, 1974, the Fourth Amendment thereto, effective as of October 10, 1978, the Fifth Amendment thereto, effective as of September 11, 1979, the Sixth Amendment thereto, effective as of May 27,

1980, and the Seventh Amendment thereto, effective as of October 1, 1980; and

WHEREAS, the Georgia General Assembly, by an Act approved April 16, 1979, Ga. Laws 1979, p. 4634 enacted a new Subsection 25(k) of the Act which set forth certain priorities for the use of proceeds from a retail sales and use tax levied for rapid transit purposes; and

WHEREAS, in the Fifth Amendment to the Contract, effective September 11, 1979, the Contract and the Engineering Report were amended to reflect certain changes in the sequence of construction to conform to the intent and substantive requirements of Subsection 25(k) of the Act; and

WHEREAS, the Georgia General Assembly, by Act 450 (H.B. 648), approved March 29, 1983, Ga. Laws 1983, p. 1087 has amended Subsection 25(k) of the Act to select from among and specify one of the several permissible sequences of construction permitted by the Fifth Amendment to the Contract and former Subsection 25(k) of the Act; and

WHEREAS, the Authority, Atlanta, Fulton and DeKalb desire to amend the Engineering Report to accomplish such changes in the sequencing of construction of the System as are necessary to insure that the aforesaid tax proceeds are used in accordance with the intent of the General Assembly as expressed in Subsection 25(k) of the Act; and

WHEREAS, on April 11, 1983, the Authority adopted certain changes to the System and amendments to the Engineering Report, as described in Exhibit A attached hereto; and

WHEREAS, Section 2(d) of the Contract, as amended, provides that Fulton and DeKalb shall levy a retail sales and use tax for rapid transit purposes at the maximum rate permitted by law from time to time during the full term of the Contract, and refers to the maximum rate of said tax as one percent until June 30, 1997 and at a maximum rate of one-half of one percent thereafter; and

WHEREAS, the Georgia General Assembly by Act 449 (H.B. 339), approved March 29, 1983, Ga. Laws 1983, p. 1079 amended Section 25 of the Act to provide that the maximum rate of said tax shall be one percent until and including June 30, 2012 and shall be reduced to one-half of one percent thereafter, and to provide that certain limitations on the use of proceeds of the tax shall commence on July 1, 2012; and

WHEREAS, on April 11, 1983, the Authority adopted a resolution approving certain amendments to the text of the Contract; and

WHEREAS, Pursuant to Sections 4(d) and 5 of the Contract, approval by Fulton, DeKalb and Atlanta of said changes to the Engineering Report and said amendments to the text of

the Contract was given by appropriate and duly adopted resolutions, by DeKalb on May 10, 1983, by Fulton on June 1, 1983, and by Atlanta on May 18, 1983; and

WHEREAS, pursuant to the said resolutions of approval and in accordance with the desires of the parties, Fulton, DeKalb, Atlanta and the Authority hereby incorporate, establish and bind each other to such amendments to the Contract and the Engineering Report and provide evidence of mutual agreement thereto.

NOW, THEREFORE, in consideration of the premises and the undertakings hereinafter set forth, Fulton, DeKalb, Atlanta and the Authority, each acting by and through its authorized officers, pursuant to a resolution or ordinance duly adopted and properly passed by its governing body, covenant and agree as follows:

Section 1. Fulton, DeKalb, Atlanta and the Authority do hereby amend the second sentence of Subsection 2(d) of the Contract, as amended, by inserting after the following:

"as amended by Act 623 (H.B. 515) approved
April 16, 1979, (Ga. Laws 1979, p. 4634),"

the following:

"and as further amended by Act 449 (H.B. 339)
approved March 29, 1983, (Ga. Laws 1983, p. 1079),"

and by striking the following:

"until June 30, 1997",

and by inserting in lieu thereof the following:

"until and including June 30, 2012",

so that when amended, the second sentence of Subsection 2(d) of the Contract shall read as follows:

"It is understood and agreed that the Act of the General Assembly of the State of Georgia approved March 16, 1971 (Ga. Laws 1971, p. 2082), as amended by Act 623 (H.B. 515) approved April 16, 1979, (Ga. Laws 1979, p. 4634), and as further amended by Act 449 (H.B. 339) approved March 29, 1983, (Ga. Laws 1983, p. 1079), which authorizes the levy of the aforesaid retail sales and use tax for rapid transit purposes, provides for a maximum rate of taxation of one percent until and including June 30, 2012 and at a maximum rate of one-half of one percent thereafter and that, to the fullest extent permitted by law, those entities which, from time to time, shall lend monies to the Authority shall be deemed to have relied for repayment security on this contract and agreement and they shall be third party beneficiaries hereof, such reliance relating particularly to the covenants of Fulton, DeKalb, Clayton and Gwinnett hereby expressed that the rates of taxation to be levied during the full term of this contract and agreement shall not be less

than the maximum rates now set forth in the aforesaid Act."

Section 2. Fulton, DeKalb, Atlanta and the Authority do hereby amend the Contract and the Engineering Report so as to adopt a new sequence of construction, all as more fully described in "Exhibit A" attached hereto and by this reference made a part hereof.

It is agreed that if adoption of such new sequence of construction requires approval pursuant to Sections 4(d) and 5 of the Contract then such new sequence of construction has been and hereby is appropriately and duly approved. It is further agreed that such new sequence of construction as agreed to herein conforms to the intent and substantive requirements of both subsection 25(k) of the Act and the sequence of construction required by the Fifth Amendment to the Contract, effective September 11, 1979.

Section 3. The Engineering Report shall be deemed modified to the extent, and only to the extent as is specifically provided in "Exhibit A" attached hereto. Any specific term or provision of "Exhibit A" shall prevail over any inconsistent general or specific term or provision of the Engineering Report.

Section 4. Fulton, DeKalb, Atlanta and the Authority all recognize that Fulton, DeKalb, Atlanta and the Authority are the only present parties to the Contract and that neither

Clayton County nor Gwinnett County are present parties to the Contract. Retained references to "Clayton" and "Gwinnett" in the amended and restated Contract language adopted herein do not and shall not affect in any way the present status or possible future participation of Clayton County and Gwinnett County under the terms of the Contract.

Section 5: The effective date of this amendment to the Contract and Engineering Report is May 18, 1983, said amendment having been approved on or before that date by a majority of Fulton, DeKalb and Atlanta.

IN WITNESS WHEREOF, the parties hereto, each acting through its duly authorized officer, have caused this Eighth Amendment to the Rapid Transit Contract and Assistance Agreement to be executed in several counterparts, each of which may be considered an original without the presentation of the others, as of the day and year first above written.

Approved as to Form

Robert B. Young
County Attorney

FULTON COUNTY

By: [Signature]
Chairman, Board of
Commissioners
ITEM #17, SM 6/1/83 gm

ATTEST:

Alice H. Smith
Clerk

Approved as to Form

DEKALB COUNTY, GEORGIA

[Signature]
County Attorney

By: [Signature]
Chairman, Board of
Commissioners

ATTEST:

[Signature]
Deputy
Clerk

Approved as to Form

CITY OF ATLANTA

[Signature]
Asst. City Attorney

By: [Signature]
Mayor

ATTEST:

[Signature]
City Clerk

Approved as to Form

METROPOLITAN ATLANTA RAPID
TRANSIT AUTHORITY

[Signature]
Authority Attorney

By: [Signature]
General Manager

ATTEST:

[Signature]
Secretary

EXHIBIT "A"
1983
AMENDMENT TO METROPOLITAN
ATLANTA RAPID TRANSIT PLAN

The Report summarizing the comprehensive transit plan for the Atlanta Metropolitan Area and referred to in the Rapid Transit Contract and Assistance Agreement by and between the Metropolitan Atlanta Rapid Transit Authority, the City of Atlanta, Fulton County, and DeKalb County as the "Engineering Report," dated September, 1971, as amended, is hereby further amended as follows:

Section 5, SCHEDULE OF SYSTEM DEVELOPMENT (together with all of its subparts, to wit: 5.1 SCHEDULE CRITERIA AND 5.2 SEQUENCE OF CONSTRUCTION) is deleted in its entirety and a new Section 5 is inserted in lieu thereof, to read as follows:

"5. SCHEDULE OF SYSTEM DEVELOPMENT

5.1 SCHEDULE CRITERIA

This new schedule has been developed in 1983 to reflect recent changes in the availability of financial resources and other factors. The Authority shall undertake the acquisition, construction, improvement, operation and maintenance of the System and it shall proceed as rapidly with said undertaking as its financial resources will permit. The Authority shall construct the System in operable segments, shall commence service on any operable portion of the System as soon as practicable, and shall continuously operate and maintain the System so as to make its benefits primarily available to the residents of the Atlanta metropolitan area.

5.2 SEQUENCE OF CONSTRUCTION

The Authority shall construct, complete and operate the following phases of its rail rapid transit system in the following numerical and alphabetical order of priority:

1. Phase "A" - the rapid rail system extending from Avondale Station on the East Line to Hightower Road on the West Line, and from North Avenue on the Central Line to Garnett Street on the Central Line.

2. Phase "B" - the rapid rail system extending from Lenox Road on the Northeast Line to Lakewood on the South Line (including those portions of the Central Line not included in Phase "A"), and the construction of the first stage (station shell) of the Airport Station (in Clayton County, Georgia).

3. Phase "C" - the rapid rail system extending from Lenox Road on the Northeast Line to Doraville on the Northeast Line, and those portions of the South Line and the Southwest Branch extending from Lakewood on the South Line to the Airport Station (located in Clayton County, Georgia) on the Southwest Branch, in the following manner and order of priority: first, that portion of Phase C extending from Lenox Road to Brookhaven on the Northeast Line and from Lakewood to East Point on the South Line, with completion of Brookhaven occurring before completion of East Point; second, that portion of Phase C extending from Brookhaven to Chamblee on the Northeast Line; third, that portion of Phase C extending from East Point to College Park to the mid-field terminal (Airport Station) in Clayton County, Georgia, at the Hartsfield International Airport on the South Line and Southwest Branch; and fourth, that portion of Phase C extending from Chamblee to Doraville on the Northeast Line.

4. Phase "D" - the rapid rail system, viz., the Proctor Creek Branch, the line extending from Hightower Road on the West Line to Fairburn Road on the West Line and the line extending from Avondale Station on the East Line to Indian Creek on the East Line.

5. Phase "E" - the rapid rail system, viz., the Tucker/North DeKalb Branch, the Northwest Line, and that portion of the South Line extending from East Point to Hapeville.

This Sequence of Construction shall not be construed to preclude the Authority from purchasing on terms advantageous to the Authority real property necessary and appropriate to construct, complete, and operate any Phase of the System or to preclude the Authority from undertaking technical studies.

NINTH AMENDMENT TO RAPID TRANSIT
CONTRACT AND ASSISTANCE AGREEMENT

THIS AMENDMENT made and entered into as of the 11 day of May, 1987, by, between and among Fulton County, a political subdivision of the State of Georgia (hereinafter sometimes called "Fulton"), DeKalb County, a political subdivision of the State of Georgia (hereinafter sometimes called "DeKalb"), the City of Atlanta, a municipal corporation of the State of Georgia (hereinafter sometimes called "Atlanta"), and the Metropolitan Atlanta Rapid Transit Authority (hereinafter sometimes called the "Authority"), a public body corporate and a joint instrumentality of Fulton, DeKalb, Clayton County, Gwinnett County and Atlanta, organized and existing under an Act of the General Assembly of the State of Georgia, approved March 10, 1965, Ga. Laws 1965, p. 2243 (said act having been amended by an Act of said General Assembly approved March 4, 1966, Ga. Laws 1966, p. 3264, by an Act approved March 16, 1971, Ga. Laws 1971, p. 2082, by an Act approved March 16, 1971, Ga. Laws 1971, p. 2092, by an Act approved March 17, 1973, Ga. Laws 1973, p. 141, by an Act approved March 21, 1974, Ga. Laws 1974, p. 2608, by an Act approved March 21, 1974, Ga. Laws 1974, p. 2617, by an Act approved March 21, 1974, Ga. Laws 1974, p. 2627, by an Act approved February 20, 1976, Ga. Laws 1976, p. 217, by an Act approved March 24, 1976, Ga. Laws 1976, p.

3092, by an Act approved March 24, 1976, Ga. Laws 1976, p.
3098, by an Act approved March 24, 1976, Ga. Laws 1976, p.
3104, by an Act approved March 31, 1976, Ga. Laws 1976, p.
3407, by an Act approved March 23, 1977, Ga. Laws 1977, p.
724, by an Act approved March 30, 1977, Ga. Laws 1977, p.
1211, by an Act approved April 8, 1977, Ga. Laws 1977, p.
1312, by an Act approved April 16, 1979, Ga. Laws 1979, p.
4634, by an Act approved March 25, 1980, Ga. Laws 1980, p.
3831, by an Act approved March 27, 1980, Ga. Laws 1980, p.
4333, by an Act approved April 7, 1981, Ga. Laws 1981, p.
4289, by an Act approved April 12, 1982, Ga. Laws 1982, p.
3707, by an Act approved April 20, 1982, Ga. Laws 1982, p.
5101, by an Act approved March 18, 1983, Ga. Laws 1983, p.
764, by an Act approved March 29, 1983, Ga. Laws 1983, p.
1079, by an Act approved March 29, 1983, Ga. Laws 1983, p.
1087, by an Act approved March 14, 1985, Ga. Laws 1985, p.
3609, by an Act approved March 14, 1986, Ga. Laws 1986, p.
3756, and by an Act approved March 20, 1986, Ga. Laws 1986,
p. 4115, and as the same may hereafter be amended,
hereinafter sometimes referred to as the "Act").

WITNESSETH THAT:

WHEREAS, the Authority, Atlanta, Fulton and DeKalb have
previously entered into a Rapid Transit Contract and
Assistance Agreement as of the first day of September, 1971,

(hereinafter called the "Contract"), which sets forth and delineates the respective duties, obligations and commitments of the parties hereto to each other with respect to construction, development and implementation of the Authority's rapid transit system (hereinafter called the "System") and incorporates by reference the Engineering Report dated September, 1971, which embodies preliminary plans and recommendations for the acquisition and construction of the System; and

WHEREAS, Section 4(d) of the Contract recognizes and contemplates that amendments to the Contract and changes to the System from that embodied in the Engineering Report may from time to time become desirable, and makes provision pursuant to Section 5 of the Contract for procedures to effectuate approval by Fulton, DeKalb and Atlanta of any amendment to the Contract or substantial deviation from the Engineering Report; and

WHEREAS, the Authority, Atlanta, Fulton and DeKalb in accordance with Sections 4(d) and 5 of the contract have previously accomplished certain amendments to the Contract and changes to the System as embodied in the First Amendment to the Contract effective as of December 21, 1973, the Second Amendment thereto, effective as of April 15, 1974, the Third Amendment thereto, effective as of August 21, 1974, the Fourth Amendment thereto, effective as of October 10, 1978,

the Fifth Amendment thereto, effective as of September 11, 1979, the Sixth Amendment thereto, effective as of May 27, 1980, the Seventh Amendment thereto, effective as of October 1, 1980, and the Eighth Amendment thereto, effective May 18, 1983; and

WHEREAS, the Georgia General Assembly, by an Act approved April 16, 1979, Ga. Laws 1979, p. 4634 enacted a new Subsection 25(k) of the Act which set forth certain priorities for the use of proceeds from a retail sales and use tax levied for rapid transit purposes; and

WHEREAS, in the Fifth Amendment to the Contract, effective September 11, 1979, the Contract and the Engineering Report were amended to reflect certain changes in the sequence of construction to conform to the intent and substantive requirements of Subsection 25(k) of the Act; and

WHEREAS, the Georgia General Assembly, by an Act approved March 29, 1983, Ga. Laws 1983, p. 1087 has amended Subsection 25(k) of the Act to select from among and specify one of the several permissible sequences of construction permitted by the Fifth Amendment to the Contract and former Subsection 25(k) of the Act; and

WHEREAS, in the Eighth Amendment to the Contract, effective May 18, 1983, the Contract and the Engineering report were amended to accomplish such changes in the sequencing of construction of the System as were necessary to

insure that the aforesaid tax proceeds were used in accordance with the intent of the General Assembly as expressed in Subsection 25(k) of the Act; and

WHEREAS, the Authority, Atlanta, Fulton and DeKalb desire to amend the Engineering Report to accomplish changes in the sequencing of construction of the System beyond that sequence of construction selected by the General Assembly in Subsection 25(k) of the Act, so as to allow the orderly extension of the System in a manner which reflects the changes in the metropolitan area and best serves the public need; and

WHEREAS, the Authority, Atlanta, Fulton and DeKalb desire to amend the Engineering Report among other things (1) to realign the East Line between Avondale Yard and Kensington Station, (2) to delete the North Atlanta Busway and to add a new segment of rapid rail line of the System to be known as the North Line, and (3) to modify the Proctor Creek Line to operate in a feeder mode, all to allow development of the System in a manner which reflects the changes in the metropolitan area and best serves the public need; and

WHEREAS, on November 12, 1986, the Authority adopted certain changes to the System and amendments to the Engineering Report, as described in Exhibit A attached hereto; and

WHEREAS on November 12, 1986, the Authority adopted a resolution approving certain amendments to the text of the Contract; and

WHEREAS, pursuant to Sections 4(d) and 5 of the Contract, approval by Fulton, DeKalb and Atlanta of said changes to the Engineering Report and said amendments to the text of the Contract was given by appropriate and duly adopted resolutions, by DeKalb on February 10, 1987, by Fulton on January 26, 1987, and by Atlanta on February 2, 1987; and

WHEREAS, pursuant to the said resolutions of approval and in accordance with the desires of the parties, Fulton, DeKalb, Atlanta and the Authority hereby incorporate, establish and bind each other to such amendments to the Contract and the Engineering Report and provide evidence of mutual agreement thereto.

NOW, THEREFORE, in consideration of the premises and the undertakings hereinafter set forth, Fulton, DeKalb, Atlanta and the Authority, each acting by and through its authorized officers, pursuant to a resolution or ordinance duly adopted and properly passed by its governing body, covenant and agree as follows:

Section 1. Fulton, DeKalb, Atlanta and the Authority do hereby amend the Contract and the Engineering report so as to reflect certain substantial deviations from the Engineering

Report as more fully described in Exhibit A attached hereto and by this reference made a part hereof, which involve:

- (1) Realignment of the East Line between Avondale Yard and Kensington Station;
- (2) Deletion of the North Atlanta Busway and the addition of a new segment of rapid rail line of the System to be known as the North Line and extending to the vicinity of Georgia Highway 400 at Spalding Drive; and
- (3) Modification of the Proctor Creek Line to operate in a feeder mode.

It is hereby agreed that the final location and design of each of the above changes in the Engineering Report shall be determined by the Authority in accordance with such approved environmental studies as may be required by state or federal law and regulations.

It is further agreed that such changes constitute substantial deviations from the Engineering Report and, as required by the Contract, have been and hereby are appropriately and duly approved.

Section 2. Fulton, DeKalb, Atlanta and the Authority do hereby amend the Contract and the Engineering report so as to adopt a new sequence of construction, all as more fully described in Exhibit A" attached hereto and by this reference made a part hereof.

It is agreed that if adoption of such new sequence of construction requires approval pursuant to Sections 4(d) and 5 of the Contract then such new sequence of construction has been and hereby is appropriately and duly approved.

It is further agreed that such new sequence of construction shall be effective to the fullest extent permitted under applicable state law.

Section 3. The Engineering Report shall be deemed modified to the extent, and only to the extent as is specifically provided in "Exhibit A" attached hereto. Any specific term or provision of "Exhibit A" shall prevail over any inconsistent general or specific term or provision of the Engineering Report.

Section 4. Atlanta, Fulton and DeKalb hereby ratify and approve all acts which the Authority may have taken heretofore and all expenditures of funds which the Authority may have made heretofore in preparing to undertake the acquisition, construction, improvement, operation and maintenance of those portions of the System described in Exhibit A attached hereto.

Section 5. Fulton, DeKalb, Atlanta and the Authority all recognize that Fulton, DeKalb, Atlanta and the Authority are the only present parties to the Contract and that neither Clayton County nor Gwinnett County are present parties to the Contract. Retained references to "Clayton" and "Gwinnett" in

the amended and restated Contract language adopted herein do not and shall not affect in any way the present status or possible future participation of Clayton County and Gwinnett County under the terms of the Contract.

Section 6. The effective date of this amendment to the Contract and Engineering Report is February 10, 1987, said amendment having been approved on or before that date by a majority of Fulton, DeKalb and Atlanta.

IN WITNESS WHEREOF, the parties hereto, each acting through its duly authorized officer, have caused this Ninth Amendment to the Rapid Transit Contract and Assistance Agreement to be executed in several counterparts, each of which may be considered an original without the presentation of the others, as of the day and year first above written.

Approved as to Form

Elizabeth E. Long
County Attorney

FULTON COUNTY

By: [Signature]
Chairman, Board of Commissioners.

ATTEST:

Alice H. Smith
Clerk

ITEM # 25 REC'D 1/21/87 A.M.

EXHIBIT A
1986 AMENDMENT TO
METROPOLITAN ATLANTA RAPID TRANSIT PLAN

The Report summarizing the comprehensive transit plan for the Atlanta Metropolitan Area and referred to in the Rapid Transit Contract and Assistance Agreement by and between the Metropolitan Atlanta Rapid Transit Authority, the City of Atlanta, Fulton County, and DeKalb County as the "Engineering Report," dated September, 1971, as amended, is hereby further amended as follows:

1. Realignment of the East Line between the Avondale Yard and the Kensington Station.

The third paragraph of Section 2.1.1.8 of the System Plan of the Engineering Report is deleted and replaced with the following paragraph:

To the east the line continues generally at grade between the railroad and DeKalb Avenue or West Howard Avenue. Stations are provided at Candler Park Drive (Edgewood-Candler Park Station) and at East Lake Drive. West of the East Lake Station provisions are made for the connection of the Tucker North/DeKalb Line. East of the East Lake Station the line curves northward in subway crossing under West Howard Avenue and departing from the railroad right-of-way. The subway line generally follows the alignment of Atlanta Avenue in private property proceeding toward the Decatur Central Business District. The line then curves eastward beneath Sycamore Street and a station (Decatur Station) is provided at Old Courthouse Square. Proceeding eastward the line in subway beneath Sycamore street returns to the railroad alignment along the north side of the railroad tracks. A station is provided at Sams Crossing (Avondale Station). Continuing eastward the line ascends to aerial structure crossing over the railroad near Laredo Drive. The line continues on aerial structure and at grade, and enters subway in the vicinity of the American Legion Post Golf Course. To the east the line continues on the surface, and a station is provided at Memorial Drive (Kensington Station). Continuing eastward, generally at grade, the line crosses the Perimeter Highway (I-285) north of Redan Road. An interim terminal station is provided at Indian Creek Road south of Durham Park Road. At the Indian Creek Station provision is made for future extension of the East Line.

2. The deletion of the North Atlanta Busway and the addition of a rapid rail line, hereafter called the North Line and extending to the vicinity of the Ga.-400 Highway at Spalding Drive.

Delete section 2.1.2.1 in its entirety.

Delete, in Section 2.1.1.2, the last sentence of the second paragraph.

Add the following new Section 2.1.1.10:

North Line. The North Line is an extension of the Central Line into the north sector of the Metropolitan area, including the Perimeter Center area and North Fulton County. The North Line includes the segment previously designated Northeast Line from the Central Line to the junction between the Lindbergh Center and Lenox stations. From that junction, the North Line extends 9.7 miles to its terminal at North Springs Station. The line enters the median of Ga.-400 south of Lenox Square and runs essentially at grade. A Buckhead Station is north of Peachtree Road. South of Johnson Ferry Road the line leaves the highway median and runs northeast with stations at Medical Center and Perimeter Center. The line then continues northwest to Dunwoody Station at Mount Vernon Highway, then north along Ga.-400 to North Springs Station. Parking will be provided at Perimeter Center, Dunwoody and North Springs.

3. Modification of the Proctor Creek Line to operate in a feeder mode.

Delete Section 2.1.1.7 in its entirety and substitute a new section 2.1.1.7, Proctor Creek Line to read as follows:

The Proctor Creek Line connects the West Line near Ashby Street with the communities of Rockdale Park and Perry Homes. The Line is approximately 3 miles long from its junction with the West Line, west of Ashby Street to a terminal station northwest of Johnson road (Perry Homes Station).

The Line will operate in a feeder mode between the Perry Homes Station and the West Line. Station platforms will be sized to accomodate two of the present 75 foot rail vehicles.

Beginning at its junction with the West Line, the Proctor Creek Line curves northward in subway beneath Washington

Park and proceeds northwesterly on the surface with a station provided at Bankhead Highway. North of Bankhead Station, the line curves westerly through undeveloped area to a site northwest of Johnson Road where the terminal Perry Homes Station is provided.

Parking facilities are provided at both stations on the Proctor Creek Line with capacities for expected patronage.

4. Delete Figure 1 at Page 8 and substitute a new Figure 1, dated September, 1986 (which is attached hereto).
5. Change in sequence of construction of the System.

Section 5, SCHEDULE OF SYSTEM DEVELOPMENT (together with all of its subparts, to wit: 5.1 SCHEDULE CRITERIA AND 5.2 SEQUENCE OF CONSTRUCTION) is deleted in its entirety and a new Section 5 is inserted in lieu thereof, to read as follows:

5. SCHEDULE OF SYSTEM DEVELOPMENT

5.1 SCHEDULE CRITERIA

This new schedule has been developed in 1986 to reflect recent changes in the availability of financial resources, changes in the population base of the metropolitan area, the public needs and other factors. The Authority shall undertake the acquisition, construction, improvement, operation and maintenance of the system and it shall proceed as rapidly with said undertaking as its financial resources will permit. The Authority shall construct the system in operable segments, shall commence service on any operable portion of the System as soon as practicable, and shall continuously operate and maintain the System so as to make its benefits primarily available to the residents of the Atlanta metropolitan area.

5.2 SEQUENCE OF CONSTRUCTION

The Authority shall commit its resources to the construction of the following phases of its rail rapid transit system in the following numerical order of priority:

1. Phase "A" - the rapid rail system extending from Avondale Station on the East Line to Hightower Road on the West Line, and from North Avenue on the Central Line to Garnett Street on the Central Line.

2. Phase "B" - the rapid rail system extending from Lenox road on the Northeast Line to Lakewood on the South Line (including those portions of the Central Line not included in Phase "A"), and the construction of the first stage (station shell) of the Airport Station (in Clayton County, Georgia).

3. Phase "C" - the rapid rail system extending from Lenox Road on the Northeast Line to Doraville on the Northeast Line, and those portions of the South Line and the Southwest Line extending from Lakewood on the South Line to the Airport Station (located in Clayton County, Georgia) on the Southwest Line, in the following manner and order of priority: first, that portion of Phase C extending from Lenox Road to Brookhaven on the Northeast Line and from Lakewood to East Point on the South Line, with completion of Brookhaven occurring before completion of East Point; second, that portion of Phase C extending from Brookhaven to Chamblee on the Northeast Line; third, that portion of Phase C extending from East Point to College Park to the mid-field terminal (Airport Station) in Clayton County, Georgia, at the Hartsfield International Airport on the South Line and Southwest Line; and fourth, that portion of Phase C extending from Chamblee Station to Doraville Station on the Northeast Line.

4. Phase "D" - the rapid rail system consisting of the following projects:

- a. The East Line extending from Avondale Yards to the Kensington Station;
- b. The Proctor Creek Line from the Ashby Station to the Bankhead Station; and
- c. The North Line from the Northeast Line to the Medical Center Station.

Each of the above referenced projects shall be constructed concurrently insofar as possible within the constraints of available funding, engineering design, environmental approvals, acquisition and construction schedules.

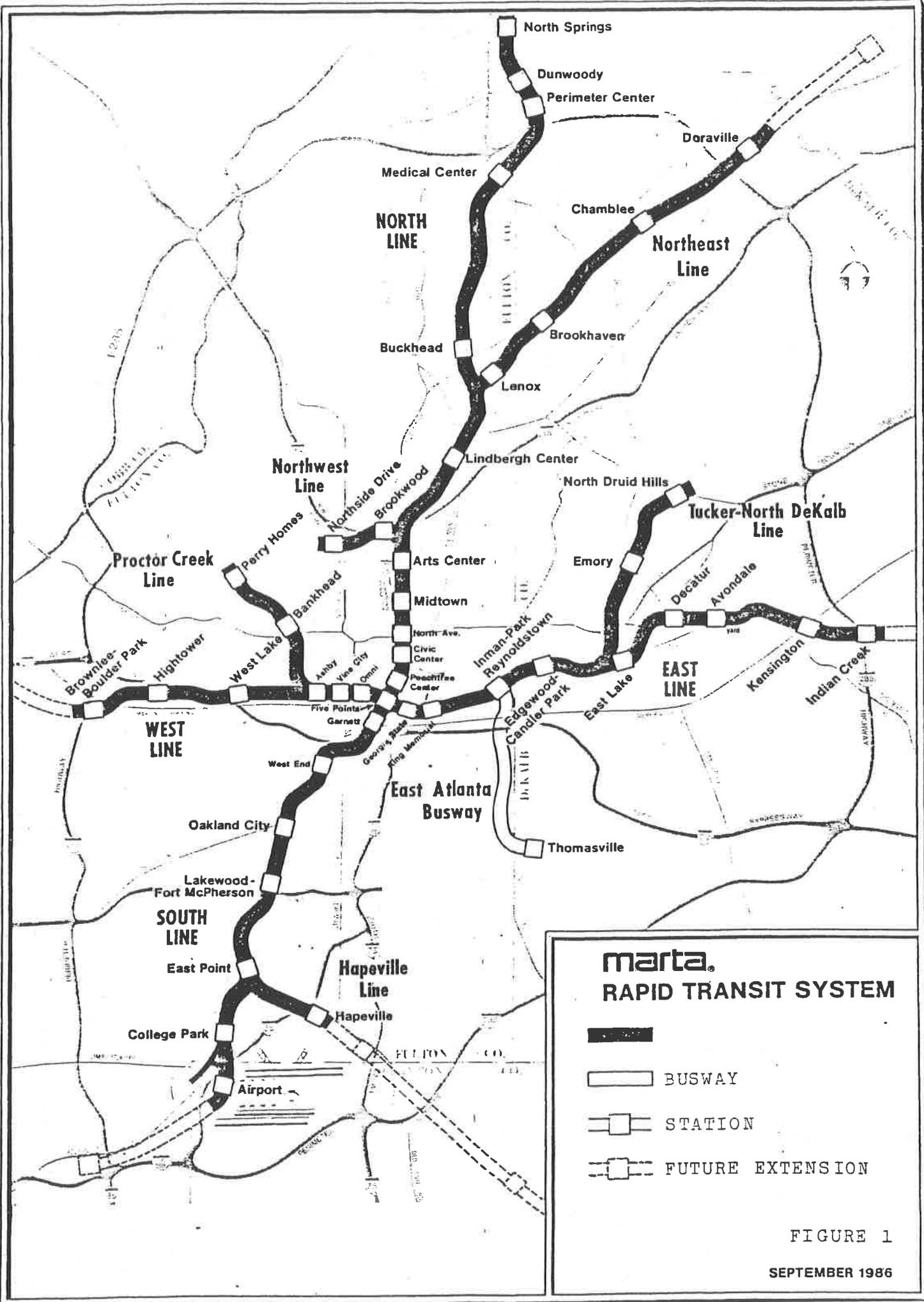
- d. The East Line from the Kensington Station to the Indian Creek Station.

5. Phase "E" - the rapid rail system consisting of the following projects, subject to revision based on availability of federal funds and other sources of funds, additional counties joining the Authority, future population and employment patterns, and a detailed evaluation of each segment to determine cost effectiveness, impacts, modes, sequence of construction, and alignments, all as may be determined by the Authority:

- a. The North Line from the Medical Center Station to the North Springs Station;
- b. The Proctor Creek Line from the Bankhead Station to the Perry Homes Station;
- c. The West Line from the Hightower Station to the Brownlee Station;
- d. The Hapeville Line;
- e. The Tucker/North DeKalb Line;
- f. The Northwest Line;
- g. The East Atlanta Busway.

The Sequence of Construction shall not be construed to preclude the Authority from acquiring on terms advantageous to the Authority real property necessary and appropriate to construct, complete, and operate any Phase of the System or to preclude the Authority from undertaking technical studies. The term "technical studies" shall include, but shall not be limited to environmental impact studies, feasibility studies, soils studies, appraisals and detailed engineering design.

This Sequence of Construction shall not be construed to preclude the Authority from constructing any Phase (or a part thereof) of the System so long as the Authority has available sufficient funds, grants-in-aid, proceeds of unissued bonds or other sources of revenue to construct, complete and operate each preceding Phase of the System, and is proceeding as expeditiously as possible with the design and construction thereof.



marta.
RAPID TRANSIT SYSTEM



 BUSWAY

 STATION

 FUTURE EXTENSION

FIGURE 1
 SEPTEMBER 1986

TENTH AMENDMENT TO RAPID TRANSIT CONTRACT
AND ASSISTANCE AGREEMENT

THIS AMENDMENT made and entered into as of the 14th day of MARCH, 1988, by, between and among Fulton County, a political subdivision of the State of Georgia (hereinafter sometimes called "Fulton"), DeKalb County, a political subdivision of the State of Georgia (hereinafter sometimes called "DeKalb"), the City of Atlanta, a municipal corporation of the State of Georgia (hereinafter sometimes called "Atlanta"), and the Metropolitan Atlanta Rapid Transit Authority (hereinafter sometimes called the "Authority"), a public body corporate and a joint instrumentality of Fulton, DeKalb, Clayton County, Gwinnett County and Atlanta, organized and existing under an Act of the General Assembly of the State of Georgia, approved March 10, 1965, Ga. Laws 1965, p. 2243 (said act having been amended by an Act of said General Assembly approved March 4, 1966, Ga. Laws 1966, p. 3264, by an Act approved March 16, 1971, Ga. Laws 1971, p. 2082, by an Act approved March 16, 1971, Ga. Laws 1971, p. 2092, by an Act approved March 17, 1973, Ga. Laws 1973, p. 141, by an Act approved March 21, 1974, Ga. Laws 1974, p. 2608, by an Act approved March 21, 1974, Ga. Laws 1974, p. 2617, by an Act approved March 21, 1974, Ga. Laws 1974, p. 2627, by an Act

approved February 20, 1976, Ga. Laws 1976, p. 217, by an Act
approved March 24, 1976, Ga. Laws 1976, p. 3092, by an Act
approved March 24, 1976, Ga. Laws 1976, p. 3098, by an Act
approved March 24, 1976, Ga. Laws 1976, p. 3104, by an Act
approved March 31, 1976, Ga. Laws 1976, p. 3407, by an Act
approved March 23, 1977, Ga. Laws 1977, p. 724, by an Act
approved March 30, 1977, Ga. Laws 1977, p. 1211, by an Act
approved April 8, 1977, Ga. Laws 1977, p. 1312, by an Act
approved April 16, 1979, Ga. Laws 1979, p. 4634, by an Act
approved March 25, 1980, Ga. Laws 1980, p. 3831, by an Act
approved March 27, 1980, Ga. Laws 1980, p. 4333, by an Act
approved April 7, 1981, Ga. Laws 1981, p. 4289, by an Act
approved April 12, 1982, Ga. Laws 1982, p. 3707, by an Act
approved April 20, 1982, Ga. Laws 1982, p. 5101, by an Act
approved March 18, 1983, Ga. Laws 1983, p. 764, by an Act
approved March 29, 1983, Ga. Laws 1983, p. 1079, by an Act
approved March 29, 1983, Ga. Laws 1983, p. 1087, by an Act
approved March 14, 1985, Ga. Laws 1985, p. 3609, by an Act
approved March 14, 1986, Ga. Laws 1986, p. 3756, by an Act
approved March 20, 1986, Ga. Laws 1986, p. 4115, and, as the
same may hereafter be amended, (hereinafter sometimes referred
to as the "Act").

WITNESSETH THAT:

WHEREAS, the Authority, Atlanta, Fulton and DeKalb have previously entered into a Rapid Transit Contract and Assistance Agreement as of the first day of September, 1971, (hereinafter called the "Contract"), which sets forth and delineates the respective duties, obligations and commitments of the parties hereto to each other with respect to construction, development and implementation of the Authority's rapid transit system (hereinafter called the "System") and incorporates by reference the Engineering Report dated September, 1971, which embodies preliminary plans and recommendations for the acquisition and construction of the System; and

WHEREAS, Section 4(d) of the Contract recognizes and contemplates that changes to the System from that embodied in the Engineering report may from time to time become desirable, and makes provision pursuant to Section 5 of the Contract for procedures to effectuate approval by Fulton, DeKalb and Atlanta of any substantial deviation from the Engineering Report; and

WHEREAS, the Authority, Atlanta, Fulton and DeKalb in accordance with Sections 4(d) and 5 of the Contract have previously accomplished certain amendments to the Contract and changes to the System as embodied in the First Amendment to the Contract effective as of December 21, 1973, the Second Amendment

thereto, effective as of April 15, 1974, the Third Amendment thereto, effective as of August 21, 1974, the Fourth Amendment thereto, effective as of October 10, 1978, the Fifth Amendment thereto, effective as of September 11, 1979, the Sixth Amendment thereto, effective as of May 27, 1980, the Seventh Amendment thereto, effective as of October 1, 1980, the Eighth Amendment thereto, effective May 18, 1983; and the Ninth Amendment thereto, effective February 10, 1987; and

WHEREAS, the Authority, Atlanta, Fulton and DeKalb desire to amend the Engineering Report to provide for the relocation of the Doraville Station to a site at Park Avenue and New Peachtree Road in Doraville; and

WHEREAS, on January 11, 1988, the Authority adopted the aforesaid changes to the System and amendments to the Engineering Report as described in Exhibit A attached hereto; and

WHEREAS, pursuant to Sections 4(d) and 5 of the Contract, approval by Fulton, DeKalb and Atlanta of said changes to the Engineering Report was given by appropriate and duly adopted resolutions, by DeKalb on January 26, 1988, by Fulton on January 25, 1988, and by Atlanta on March 7, 1988; and

WHEREAS, pursuant to the said resolutions of approval and in accordance with the desires of the parties, Fulton, DeKalb, Atlanta and the Authority hereby incorporate, establish and bind each other to such amendments to the Engineering Report and provide evidence of mutual agreement thereto.

NOW, THEREFORE, in consideration of the premises and the undertakings hereinafter set forth, Fulton, DeKalb, Atlanta and the Authority, each acting by and through its authorized officers, pursuant to a resolution or ordinance duly adopted and properly passed by its governing body, covenant and agree as follows:

Section 1. Fulton, DeKalb, Atlanta and the Authority do hereby amend the Contract and the Engineering Report so as to reflect certain substantial deviations from the Engineering Report as more fully described in Exhibit A attached hereto and by this reference made a part hereof.

It is hereby agreed that the final location and design of such changes in the Engineering Report shall be determined by the Authority in accordance with such approved environmental studies as may be required by state or federal law and regulations.

It is further agreed that such changes constitute substantial deviations from the Engineering Report and, as required by the Contract, have been and hereby are appropriately and duly approved.

Section 2. The Engineering Report shall be deemed modified to the extent, and only to the extent as is specifically provided herein. Any specific term or provision herein shall prevail over any inconsistent general or specific term or provision of the Engineering Report.

Section 3. The effective date of this amendment to the Contract and Engineering Report is January 26, 1988, said amendment having been approved on or before that date by a majority of Fulton, DeKalb and Atlanta.

IN WITNESS WHEREOF, the parties hereto, each acting through its duly authorized officer, have caused this Tenth Amendment to the Rapid Transit Contract and Assistance Agreement to be executed in several counterparts, each of which may be considered an original without the presentation of the others, as of the day and year first above written.

Approved as to Form

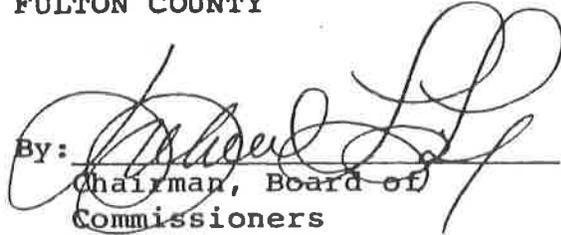

County Attorney

ATTEST:


Clerk

ITEM # 12, RCM 1/25/88, A.M.

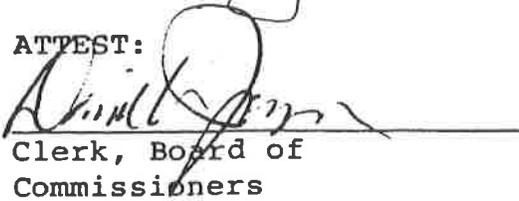
FULTON COUNTY

By: 
Chairman, Board of
Commissioners

Approved as to Form


County Attorney

ATTEST:


Clerk, Board of
Commissioners

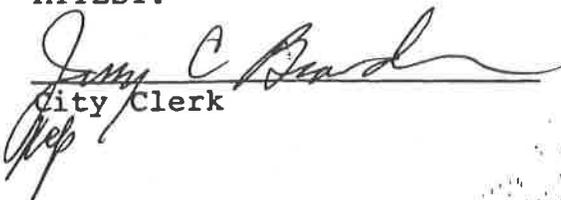
DEKALB COUNTY, GEORGIA

By: 
Chief Executive Officer

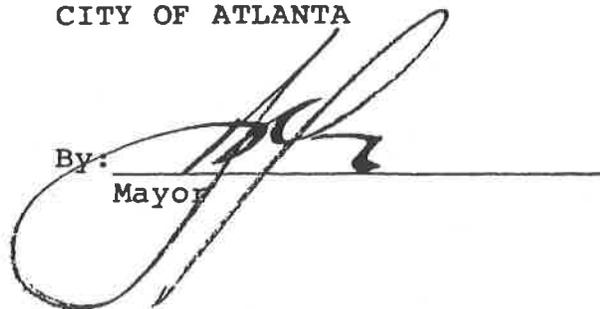
Approved as to Form


City Attorney

ATTEST:


City Clerk

CITY OF ATLANTA

By: 
Mayor

Approved as to Form

METROPOLITAN ATLANTA RAPID
TRANSIT AUTHORITY

John R. Barneyn

Authority Attorney

By:

Lawrence M. Geyer

General Manager

ATTEST:

Margaret Lopez

Secretary

"EXHIBIT A"

AMENDMENT TO METROPOLITAN ATLANTA RAPID TRANSIT PLAN

The report summarizing the comprehensive transit plan for the Atlanta Metropolitan Area and referred to in the Rapid Transit Contract and Assistance Agreement by and between the Metropolitan Atlanta Rapid Transit Authority, The City of Atlanta, Fulton County and DeKalb County as the "Engineering Report", dated September 1971, as amended, is hereby further amended to provide for the following modifications:

1. Relocation of the Doraville Station on the Northeast Line from a location at Oakcliff Road to a location at Park Avenue and New Peachtree Road.

In the 6th line of the penultimate paragraph of Section 2.1.1.2, change the words "Oakcliff Road" to "Park Avenue and New Peachtree Road".

2. Delete Figure 1 attached to Exhibit A of the Ninth Amendment to the aforesaid Rapid Transit Contract and Assistance Agreement and substitute a new Figure 1, dated December, 1987 (which is attached hereto).

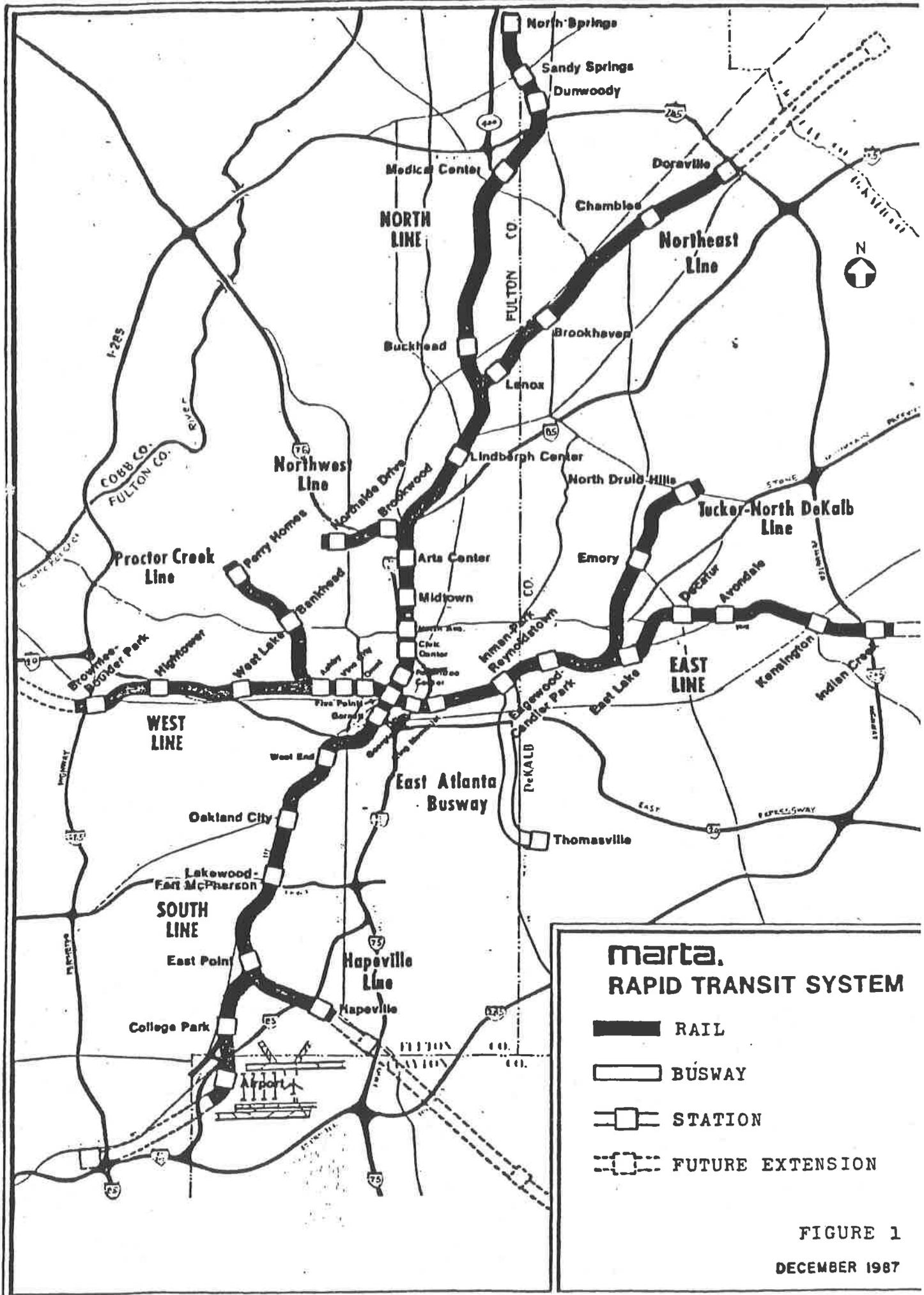


FIGURE 1
DECEMBER 1987

ENGINEERING REPORT SUMMARIZING THE
COMPREHENSIVE TRANSIT PLAN FOR THE
ATLANTA METROPOLITAN AREA, INCLUDING THE
SHORT-RANGE TRANSIT IMPROVEMENT PROGRAM

Prepared by Parsons Brinckerhoff-Tudor-Bechtel
for the
Metropolitan Atlanta Rapid Transit Authority

(Included in the Rapid Transit Contract and Assistance Agreement)

Report PBTB A-71.1

METROPOLITAN ATLANTA RAPID TRANSIT PLAN

**Engineering Report Summarizing the Comprehensive Transit Plan
for the Atlanta Metropolitan Area, Including the Short-Range
Transit Improvement Program**

**Parsons Brinckerhoff-Tudor-Bechtel
320 Glenn Building, Atlanta, Ga. 30303
814 Mission Street, San Francisco, Ca. 94103**

September, 1971

**Preparation of this report was financed in part through a Grant
for Technical Studies from the Department of Transportation
under the provisions of Section 9 of the Urban Mass Transportation
Act of 1964, as amended, and in part by the State of Georgia**

Prepared for

**METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY
808 Glenn Building, Atlanta Ga. 30303**

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1. GENERAL

1.1 INTRODUCTION

The Metropolitan Atlanta Rapid Transit Authority has caused to be developed a comprehensive plan of mass transportation system improvements for application to the Atlanta Metropolitan Area over the next eight years. These planned improvements, which are programmed to be made within the jurisdiction of the Authority, include both short-range, immediate-action improvements to the existing surface bus system, and longer-range development of new components to the mass transit network in the form of rail rapid transit and rapid busways. The Authority has completed development studies and preliminary engineering of this total system and is seeking formal public support for implementation of the plan. This report summarizing the technical aspects of the plan records and defines key facts and statistics pertaining to that plan.

1.2 PURPOSE

The more specific purpose of this report is to exhibit details of the comprehensive plan as a reference document to the "Rapid Transit Contract and Assistance Agreement", the contract and agreement under which the participating political subdivisions and the Authority mutually pledge certain actions and monies toward implementation of the plan. This report is the "Engineering Report" referred to throughout said Agreement.

1.3 SCOPE

1.3.1 System Components. On August 9, 1971, the Board of Directors of the Authority formally adopted the system plan which is the subject of initial financing and programming. Included in the physical aspect of this plan are two major components of the proposed mass transit system - the bus component and the rail rapid transit component.

The bus component includes manually operated and guided bus vehicles routed over existing and proposed public streets and highways and over specially constructed, exclusive roadways, or busways. The rail component includes

rail guided and automatically controlled cars or trains of cars operating over exclusive, grade-separated trackways. As further defined herein, the total, long-range plan includes some 56.2 miles of dual-track rail line, about 14.4 miles of dual-lane busways, and approximately 1,530 route miles of surface bus operations.

Programmed as an important initial action by the Authority is the acquisition of Atlanta Transit System, Inc., followed by a major reduction in the level of fares and significant improvements to the service and operations, all made possible by subsidized public ownership.

1.3.2 Scope of Planning, Estimating and Scheduling. Over the past two-and-one-half years, the Authority has conducted technical studies which have contributed to the various elements of the comprehensive plan. Included were transportation planning, preliminary architectural and engineering design, studies of planning and environmental impact, economic benefits studies, surveys of existing ridership, studies of bus service improvements, cost and revenue estimating, financing studies, and evaluations of phasing and development scheduling. All of this work, conducted by the Authority staff and several consultants retained by the Authority, was gauged to be at a depth and degree of detail commensurate with the purposes of the Authority's pre-referendum program. The system development program, which spans eight years into the future and which forecasts conditions beyond for an additional seven years, includes reasonable projections of what circumstances will pertain over that period for which the plan must make allowances. Such allowances have been made by enlisting competent experts in such forecasting, assuring to all extent possible a viable plan in all respects. Examples of future projections made include the extent of development of the highway network, changes in land usage and distribution, rates of escalation of construction and operating costs, growth in retail sales volume and inflation of sales prices.

1.3.3 Financing Considerations. The funds needed to accomplish development of the comprehensive transit plan have been estimated and sources of funds identified. Operation

of the system itself generates revenues through the fares charged, but these funds will not be sufficient under the adopted fare-level policy to offset operating and maintenance costs, and, of course, fare revenues will be inadequate to provide for construction of fixed facilities and rolling stock. The two primary sources of funds to subsidize low-fare operations and to pay construction and other capital costs are:

- a. Retail sales and use tax revenues derived by operation of the "Rapid Transit Contract and Assistance Agreement", and.
- b. Federal grants derived under the provisions of the Urban Mass Transportation Act of 1964, as amended, and other Federal aid. (Available to assist in meeting capital costs only)

All proposed cost components of the comprehensive plan which are currently eligible to be funded under existing Federal law are programmed to be so funded to the extent of two-thirds of their projected cost. Locally-derived funds from the retail sales and use tax are applied to subsidize operating cost and to provide the one-third matching portion of the Federally-aided construction and procurement contracts.

- 1.3.4 Alternative Plans. The basic comprehensive plan adopted by the Authority is based on the contention that the qualified voters of all four political subdivisions (Fulton County, DeKalb County, Clayton County, and Gwinnett County) will approve the execution of the "Rapid Transit Contract and Assistance Agreement". However, such a contention may not pertain, and either one or both of Clayton and Gwinnett counties may fail to pass the approving referenda. Such circumstances are provided for in the "Rapid Transit Contract and Assistance Agreement"; however, alternative physical and financial plans then pertain, varying with the status of the two outlying counties.

Included in this report are descriptions of the manner in which the basic (four-county) plan is modified should either or both Clayton and Gwinnett counties decline to participate at this time in the costs and benefits of the comprehensive plan.

2. SYSTEM PLAN

2.1 FOUR-COUNTY BASIS

Depicted on the map of Figure 1 is the proposed route and fixed facilities of the comprehensive plan. Shown are the rail rapid transit lines and stations and the busways and their bus stations. Not shown in Figure 1 are the extensive surface bus routes, which cannot be legibly depicted at the scale of this map.

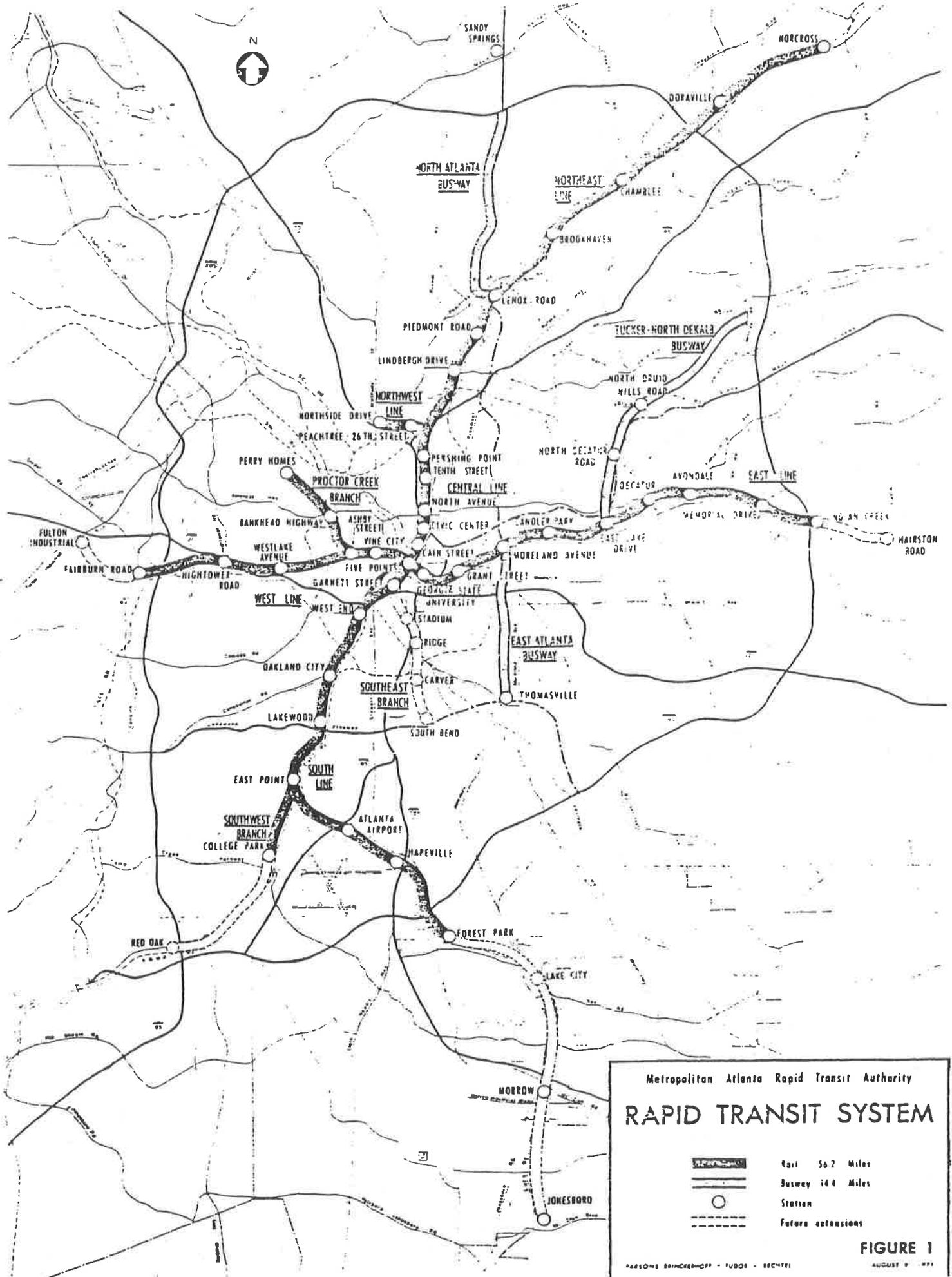
Further to the definition of the fixed facilities of the comprehensive transit plan are the statistical summaries contained in the Appendix, including Table A-1, "Type of Construction", and Table A-2, "Stations and Parking".

2.1.1 Rail Line Component. The adopted rail rapid transit plan consists of 56.2 miles of dual-track rail line with 40 stations. The plan includes four main lines extending radially from Central Atlanta, with three branch lines, including a short initial increment of a Northwest Line. The hub of the system is at Five Points Station, located in the Atlanta Central Business District (CBD) at the point common to proposed east-west operations and north-south operations.

Appropriate types of rail line structures have been selected and applied with the result that 19.8 miles of line including 11 stations are on aerial structure; 27.6 miles of line including 19 stations are of at-grade or graded construction; and 9.8 miles of line including 10 stations are in subway. About 65 per cent of the rail system is located adjacent to existing railroad rights-of-way and an additional five per cent is located beneath public streets in subway.

Reference should be made to the map of Figure 1 in tracing the following line descriptions:

2.1.1.1 Central Line. The Central Line is the primary distribution facility of the rail system, extending throughout Central Atlanta along its elongated north-south axis. The Central Line is



Metropolitan Atlanta Rapid Transit Authority

RAPID TRANSIT SYSTEM

	Rail 56.2 Miles
	Busway 14.4 Miles
	Station
	Future extensions

FIGURE 1
AUGUST 9, 1971

3.8 miles long from its junction with the South Line at the southern limit of the Atlanta CBD to its junction with the two northern lines north of Pershing Point. The line contains seven stations, including the Five Points Station, and is entirely in subway.

Beginning at its south end, the Central Line lies beneath Broad Street from its southern terminus at Garnett Street to its intersection with Peachtree Street. Stations are included at Garnett Street (where also provision is made for a future branch line connection to the southeast) and at the Gulch (Five Points Station). Proceeding northward the line follows Peachtree Street to Baker Street, thence West Peachtree Street to North Avenue. Stations are proposed at Cain Street, at the crossing of the Downtown Connector (I-75/85) - Civic Center Station, and at North Avenue. Between North Avenue and Pershing Point the line is located between the Peachtrees, following successively the general location of Cypress Street, Columbia Street and Lombardy Way. Stations are provided at Tenth Street and behind the Atlanta Memorial Arts Center (Pershing Point Station). North of Sixteenth Street and the Pershing Point Station, the line returns to a West Peachtree Street alignment, crosses Peachtree Street, and splits into the Northeast Line and Northwest Line just south of the Northeast Expressway (I-85).

2.1.1.2 Northeast Line. The Northeast Line is an extension of Central Line operations into the northeast quadrant of the metropolitan area, including northeast Atlanta and portions of DeKalb and Gwinnett counties. This line is 14.0 miles long from its junction with the Central Line to its terminal station at Norcross in Gwinnett County. The Northeast Line contains seven stations and is comprised of 3.7 miles of aerial structure and 10.3 miles of at-grade construction.

Beginning at its south end, the Northeast Line crosses above the Northeast Expressway (I-85) and the Southern Railway, skirts alongside Armour Industrial Park and Peachtree Creek, until it becomes aligned along the west side of the Southern Railway main line tracks where they cross Peachtree Creek. The line remains thusly along the railroad right-of-way generally at grade to the vicinity of Peachtree Industrial Park. Stations are provided at Lindbergh Drive, Piedmont Road, Lenox Road and Dresden Drive (Brookhaven). At the Lenox Road Station provisions are made for feeder access via the proposed North Atlanta Busway.

South of Chamblee the line crosses to the east side of the Southern Railway but continues northward alongside its right-of-way, utilizing both aerial structure and at-grade construction. Stations are provided at Malone Drive (Chamblee), at Oakcliff Road (Doraville) and at Rockbridge Road (Norcross). The Norcross Station is an interim terminal station of the Northeast Line, allowing for future extensions to other Gwinnett County centers.

Included in the development of the Northeast Line are several grade separation structures, carrying intersecting streets over or under the rail line, and provisions for rapid transit car storage and repair. Parking facilities are provided at all seven stations with capacities adequate for estimated patronage. (See Appendix Table A-2 for a tabulation of station types and parking lot capacities.)

2.1.1.3 Northwest Line. Like the Northeast Line, the Northwest Line is an extension of Central Line operations but toward the northwest quadrant of Atlanta and the metropolitan area. This line as shown in the regional master plan is destined to eventually reach into Cobb County, an area not currently within the Authority's jurisdiction.

The adopted plan provides only for a 1.7-mile stub of the Northwest Line, extending from its junction with the Central Line to an interim terminal station at Northside Drive. There are two stations in this distance, 0.7 miles of aerial structure, 0.3 miles of at-grade construction, and 0.7 miles of subway.

Beginning at its south end the Northwest Line crosses above the Northeast Expressway (I-85) and enters subway passing beneath Peachtree Street at Twenty-Sixth Street where a station is provided. Proceeding northwesterly the line comes to grade and aerial structure west of Alden Avenue and follows along the north side of the Northwest Expressway (I-75) to its interchange with Northside Drive. An interim terminal station is provided at Northside Drive. Parking provisions are made at the Northside Drive Station.

2.1.1.4 South Line. The South Line provides for the north-south operations south of the Atlanta CBD, through the southwest quadrant of Atlanta to portions of south Fulton County and Clayton County. This line is 11.5 miles long from its junction with the Central Line to its terminal station in Forest Park in Clayton County. The South Line contains seven stations and is comprised of 8.0 miles of aerial structure, 3.4 miles of at-grade construction, and 0.1 miles of subway.

Beginning at its north end, the South Line leaves the subway configuration of the Central Line south of Garnett Street and crosses over the West Expressway (I-20) to an alignment along its south side. Proceeding southwesterly the line crosses over the joint rights-of-way of the Central of Georgia Railroad and the Atlanta and West Point Railroad, where it curves southward on aerial structure away from the freeway to an alignment between Lee and West Whitehall streets.

The West End Station is proposed in this vicinity south of Gordon Street. The line proceeds southward, generally at grade, aligned alongside the joint railroad rights-of-way east of Lee Street and Main Street. Stations are provided at Arden Avenue (Oakland City) and Lakewood Expressway.

To the south, the line enters East Point, where a station is provided at East Taylor Avenue, then it continues to follow the Central of Georgia Railroad south of its junction with the Atlanta and West Point Railroad. In this area, south of the East Point Station, the Southwest Branch joins the South Line.

The line continues southeasterly following the railroad right-of-way through the cities of Hapeville and Mountain View, to Forest Park. Stations are provided at the Airport Connector (I-85) - Atlanta Airport Station, at the South Expressway (I-75) - Hapeville Station, and near Old Highway No. 4 in Forest Park. The Forest Park Station is an interim terminal station for the South Line, with future extensions to Lake City and Jonesboro provided for.

Included in the development of the South Line are several grade-separation structures, carrying intersecting streets over or under the rail line, and provisions for rapid transit car storage and repair. Parking facilities are provided at all seven stations with capacities adequate for estimated patronage. (See Appendix Table A-2 for a tabulation of station types and parking lot capacities.)

2.1.1.5 Southwest Branch. The Southwest Branch connects the South Line at East Point with the community of College Park and points to the south. The Branch is all on aerial structure and is 2.3 miles long from the East Point Station to an interim terminal station at Camp Creek

Parkway (College Park). The College Park Station is located to jointly serve that community and a relocated passenger terminal complex of Atlanta Airport, if and when the airport development includes such a relocation. Parking provisions are made at the College Park Station.

2.1.1.6 West Line. East-west operations of the rail rapid transit system penetrate the densely developed Atlanta CBD by utilizing the railroad Gulch. At the Gulch on the Central Line, Five Points Station is proposed. This hub station serves as the major focal point of both the north-south and east-west operations which cross here. The West Line extends to the west of the Atlanta CBD and Five Points Station and provides service to the west side of the city. The West Line is 6.9 miles long from its junction with the East Line at Five Points Station to its terminal station near the Perimeter Highway (I-285). The line includes five stations and is comprised of 1.0 miles of aerial structure, 4.5 miles of at-grade construction, and 1.4 miles of subway.

Beginning at its east end, the West Line passes beneath the multiple tracks of the Southern Railway and the Seaboard Coast Line Railroad and beneath Northside Drive in subway. The line is aligned generally below grade along Rhodes and Lena streets in private property, largely within the Nash-Bans Redevelopment Project area. Stations are provided at Maple Street (Vine City Station) and at Ashby Street. West of Ashby Street Station provisions are made for the connection of the Proctor Creek Branch.

The West Line joins the alignment of the Seaboard Coast Line Railroad at Chappell Road and remains along its south side, generally at grade, westward to the Perimeter Highway (I-285). Stations are provided at West Lake Avenue and Hightower

Road. The line continues west of the Perimeter Highway (I-285) in private right-of-way to an interim terminal station at Fairburn Road in the Adamsville community. Provision for future extension of the West Line is made at Fairburn Road Station.

Included in the development of the West Line are several grade-separation structures, carrying intersecting streets over or under the rail line, and provisions for rapid transit car storage and repair. Parking facilities are provided at all five stations with capacities adequate for estimated patronage. (See Appendix Table A-2 for a tabulation of station types and parking lot capacities.)

2.1.1.7 Proctor Creek Branch. The Proctor Creek Branch connects the West Line near Ashby Street with the communities of Rockdale Park and Perry Homes. The Branch is 3.7 miles long from its junction with the West Line west of Ashby Street to an interim terminal station northwest of Johnson Road (Perry Homes Station). The Branch consists of 0.8 miles of aerial structure, 2.4 miles of at-grade construction, and 0.5 miles of subway.

Beginning at its junction with the West Line, the Proctor Creek Branch curves northward in subway beneath Washington Park and becomes aligned along the tracks of the Louisville and Nashville Railroad where it comes to grade. Proceeding northward a station is provided at Bankhead Highway. North of Bankhead Highway Station the line curves westerly leaving the railroad alignment and following the general course of Proctor Creek through undeveloped area to a site northwest of Johnson Road, where the terminal Perry Homes Station is provided.

Parking facilities are provided at both stations on the Proctor Creek Branch with capacities adequate for estimated patronage. (See Appendix Table A-2 for a tabulation of station types and parking lot capacities.)

2.1.1.8 East Line. The East Line is an operational continuation of the West Line, extending eastward from Five Points Station in the Atlanta CBD to serve East Atlanta areas and central portions of DeKalb County. The East Line is 10.5 miles long from its junction with the West Line at Five Points Station to its terminal station east of the Perimeter Highway (I-285). The line includes nine stations and is comprised of 2.6 miles of aerial structure, 5.6 miles of at-grade construction, and 2.3 miles of subway.

Beginning at its west end, the East Line shares the Gulch with the Georgia Railroad east of Five Points Station. The line lies south of the railroad tracks and is generally at grade. A station is provided at Piedmont Avenue (Georgia State University Station). Continuing eastward the line crosses the Downtown Connector (I-75/85) and crosses over the railroad to become aligned along its north side on aerial structure between the railroad and Decatur Street, later DeKalb Avenue. Stations are provided at Grant Street and at Moreland Avenue. At the Moreland Avenue Station provision is made for feeder bus access via the proposed East Atlanta Busway.

To the east the line continues, now generally at grade between the railroad and DeKalb Avenue or West Howard Avenue. Stations are provided at Candler Park Drive (Candler Park Station) and at East Lake Drive. At the East Lake Drive Station provision is made for feeder bus access via the proposed Tucker-North DeKalb Busway. East of East Lake Drive Station the line curves northward in subway crossing under West Howard Avenue and departing from the railroad right-of-way. The subway line generally follows the alignment of Atlanta Avenue in private property proceeding toward the Decatur Central Business District. The line then curves eastward beneath Sycamore Street and a station (Decatur Station) is provided at Old Courthouse Square.

Proceeding eastward the line in subway beneath Sycamore Street returns to the railroad alignment along the north side of the railroad tracks. A station is provided at Sam's Crossing (Avondale Station). Continuing eastward the line ascends to aerial structure and departs from the railroad alignment by following Covington Highway. In the vicinity of the American Legion Post Golf Course the line is in subway. To the east the line returns above grade and a station is provided at Memorial Drive. Continuing eastward, generally at grade, the line passes beneath the Perimeter Highway (I-285) north of Redan Road. An interim terminal station is provided at Indian Creek Road south of Durham Park Road. At the Indian Creek Station provision is made for future extension of the East Line.

Included in the development of the East Line are several grade-separation structures, carrying intersecting streets over or under the rail line, and provisions for rapid transit car storage and repair. Parking facilities are provided at all but the Georgia State University and Decatur stations. (See Appendix Table A-2 for a tabulation of station types and parking lot capacities.)

2.1.1.9 Interline Connection. In addition to the revenue service dual trackage described in the preceding sections, a single-track maintenance connection is provided joining east-west operations with north-south operations. This interline connection provides for balancing rolling stock between the two services and allows for all rapid transit cars to be serviced at a single major overhaul and repair facility located on the East Line.

The connection is 1.8 miles long, including 0.7 miles of aerial structure and 1.1 miles of at-grade construction. It connects the West Line just west of Five Points Station with the South Line near Gordon Street. Its alignment is generally along the right-of-way of the Central of Georgia Railroad.

2.1.2 Busway Component. The comprehensive plan includes three separate busways designed to serve important branch corridors and to provide high-speed feeder bus service to the rail rapid transit system. These busways, which are special, two-lane, bus roadways for exclusive use of the Authority's buses, total 14.4 miles in length and embrace in their length certain bus stops, terminal stations and access ramps.

Two of the proposed busways are planned as joint Authority-State developments where the busway facilities occupy the median strips of two toll highways or tollways proposed by the State Highway Department. The third busway is located relatively independent of new highways or freeways.

The busway facilities described here include only the fixed facilities to be constructed within the plan. Unlike for the rail component, the utilization of or operations over such busways are not restricted to the busway facilities but continue into public streets and highways. Therefore, the surface bus system network, described generally in Section 2.1.3, is a continuous part of the busway system.

Reference should be made to the map of Figure 1 in tracing the following busway descriptions:

2.1.2.1 North Atlanta Busway. The North Atlanta Busway is an adjunct of the Northeast Line of the rail rapid transit component, connecting with the Lenox Road Station (see Section 2.1.1.2). This busway extends northward in the median strip of the proposed North Atlanta Toll Road to the Perimeter Highway (I-285) where its bus operations continue northward to Sandy Springs in mixed traffic on the North Fulton Expressway (Ga. 400). The North Atlanta Busway is 4.7 miles long, as an exclusive bus roadway, and it includes 0.4 miles of aerial structure, mostly access ramps, and 4.3 miles of at-grade construction in the tollway.

Beginning at its southern terminal at Lenox Road Station, the North Atlanta Busway connects that station site complex with the proposed tollway west of the Lenox Square Shopping Center. Curving northward the busway enters the tollway median via aerial structure as it crosses Peachtree Road. Northward in the tollway bus access ramps are located at Wieuca Road and Trimble Road. Near the Perimeter Highway (I-285) the busway lanes merge with the mixed traffic lanes of the North Fulton Expressway and permit express operations to continue northward to a terminal bus station at Abernathy Road (Sandy Springs Station). Parking facilities are included at the Sandy Springs terminal.

- 2.1.2.2 East Atlanta Busway. The East Atlanta Busway is an adjunct of the East Line, providing high-speed feeder bus service to the Moreland Avenue Station (see Section 2.1.1.8). This busway extends southward in the median of the proposed East Atlanta Toll Road toward the Constitution community, where its bus operations continue on existing and proposed streets and highways. The East Atlanta Busway is 3.3 miles long and contains 0.2 miles of aerial structure and 3.1 miles of at-grade construction.

Beginning at its northern terminal at Moreland Avenue Station, the busway joins the tollway at its crossing of the Georgia Railroad and proceeds southward in the tollway median to the vicinity of Moreland Drive. Bus access ramp connections are provided at Glenwood Avenue and at East Confederate Avenue. At Moreland Drive, where the busway leaves the tollway, a terminal bus station (Thomasville Station) with parking facilities is provided.

- 2.1.2.3 Tucker-North DeKalb Busway. The Tucker-North DeKalb Busway also is an adjunct to the East Line, but in this case the busway is proposed on rights-of-way separate from proposed new freeways or

tollways. The busway connects the East Lake Drive Station (see Section 2.1.1.8) with the communities of North Decatur and North Druid Hills and serves the LaVista Road corridor. The Tucker-North DeKalb Busway is 6.4 miles in length and it includes 0.4 miles of aerial structure and 6.0 miles of at-grade construction.

Beginning at its southern terminal at East Lake Drive Station, the busway proceeds northward along the east side of the Seaboard Coast Line Railroad, generally at grade. Provision is made for passing over the proposed Stone Mountain Toll Road and over Ponce de Leon Avenue and Coventry Road. Proceeding northward along the railroad alignment, the busway allows for crossing over the proposed Stone Mountain Toll Road and under North Decatur Road, where a bus station is provided. Continuing northward along the railroad the busway extends to Montreal Road near the Perimeter Highway (I-285). An additional bus station is provided at North Druid Hills Road. Busway access ramps are proposed at Clairmont Road, at North Druid Hills Road and at Montreal Road. Parking facilities are included at the North Druid Hills Road Station.

- 2.1.3 Surface Bus Component. The third component of the comprehensive transit plan is the surface bus network. Approximately 112 bus routes and 1,530 route miles are included in the comprehensive plan. This network will provide vital complementary transit service to the other components of the transit plan. It is considered impractical to describe either by words or a small sized map the details of this complex, extensive network. Only a general description of the features of the plan is included here. Unlike the rail rapid transit and busway component, there is little fixed and rigid about a surface bus system projected for a period eight years hence, when the newly constructed fixed transit system components are all operational. This ability of a surface bus plan to remain flexible perhaps warrants the absence of a recording of great detail herein at this time.

The surface bus network will in general accomplish several different objectives in the total plan. It will provide nearby public transportation at low cost to all areas of the metropolitan area, especially to those areas outside the service range of the rail rapid transit component. It will provide a cheap public means for connecting the neighborhood areas with the rail rapid transit stations. It will provide extensive cross-town service connecting suburban communities and neighborhoods with major destination centers not otherwise easily reached. It will compete with the rail component in radial service where the relative locations of residential areas and employment or shopping centers are not conducive to using the rail system. It will even include two major circumferential routes. It will provide special shuttle service where outlying concentrations of employment or other attractions are significant enough to call for specialized service.

Most major arterial streets and highways and many local neighborhood streets will enjoy bus service. Approximately 90 per cent of the people living within the ring formed by the Perimeter Highway (I-285) will be within reasonable walking distance of a bus route. All bus routes will connect with the rail rapid transit stations, and 38 of the 112 proposed routes are routed over the three proposed busways.

In Section 3. herein is defined the Authority's Immediate-Action Plan which includes the accomplishment of many improvements to the operations, service and equipment of the Atlanta Transit System, Inc., once acquired by the Authority. Reference to that description will indicate the types of new and improved services which to a large extent will still pertain over the long-range period, even as the rail and busway facilities are developed. There will, however, be a continuous adjustment of bus routes and services in areas within the influence of the fixed system facilities as these open to revenue service.

2.2 THREE-COUNTY BASIS WITHOUT CLAYTON COUNTY

As indicated in Section 1.3.4, the "Rapid Transit Contract and Assistance Agreement" provides for the eventualities that the voters of either Clayton County or Gwinnett County, or both, may fail to approve the "Rapid Transit Contract and Assistance Agreement" within its deadline. In such case, the counties of Fulton and DeKalb, including the City of Atlanta, plus whichever of the outlying counties, if any, participate, will proceed to implement a modified plan.

Should Clayton County alone fail to approve entering into the "Rapid Transit Contract and Assistance Agreement", the following modifications to the plan described in Section 2.1 and Section 3. pertain:

- a. The South Line rail rapid transit facilities will terminate at Atlanta Airport Station and appropriate modifications will be made in that station to support terminal functions.
- b. Surface bus network service proposed in both the short-range, immediate-action plan and in the long-range plan for areas within Clayton County will be deleted.
- c. Surface bus network service in the southeast quadrant of the metropolitan area will be appropriately adjusted to reflect the deletion of routes within Clayton County and the truncation of the South Line rail operations at Atlanta Airport Station. Such adjustments will provide within Fulton County and DeKalb County appropriate feeder bus service to the rail stations.

2.3 THREE-COUNTY BASIS WITHOUT GWINNETT COUNTY

Should the voters of Gwinnett County alone fail to approve entering into the "Rapid Transit Contract and Assistance Agreement", the following modifications to the plan described in Section 2.1 and Section 3. pertain:

- a. The Northeast Line rail rapid transit facilities will terminate at Doraville Station and appropriate modifications will be made in that station to support terminal functions.

- b. Surface bus network service proposed in both the short-range, immediate-action plan and in the long-range plan for areas within Gwinnett County will be deleted.
- c. Surface bus network service in the northeast quadrant of the metropolitan area will be appropriately adjusted to reflect the deletion of routes within Gwinnett County and the truncation of the Northeast Line rail operations at Doraville Station. Such adjustments will provide within Fulton County and DeKalb County appropriate feeder bus service to the rail stations.

2.4 TWO-COUNTY BASIS

Should the voters of both Clayton County and Gwinnett County fail to approve entering into the "Rapid Transit Contract and Assistance Agreement", the plan described herein in Section 2.1 and Section 3. shall be modified by the sum of modifications defined in Sections 2.2 and 2.3.

3. IMMEDIATE ACTION PLAN

3.1 GENERAL

Aimed at improving transit service in the Atlanta Metropolitan Area, an Immediate Action Plan consisting of a bus service improvement program has been developed and scheduled for implementation at the earliest possible time after acquisition of the Atlanta Transit System, Inc. (ATS) by the Authority. This short-range program is the preraid transit element of the comprehensive plan for the region and will consist of a series of immediate improvements to bus network coverage, bus routing, service frequencies and passenger amenities and will include modernization of the existing ATS bus fleet.

In the Immediate Action Plan, main emphasis has been placed on improvements which, by providing a faster and more convenient trip for the present transit rider, will assist to reverse the downward trend of transit usage in the Atlanta region. In addition, however, it is anticipated that improved and low-cost transit service will prove to be attractive to the commuter presently not adequately served by bus transit and that, thereby, an improved transit system will be beneficial to the community as a whole.

Systemwide, this improvement program will affect more than half of the existing ATS bus routes and will improve service in terms of vehicle miles and vehicle hours by approximately 40 per cent. The implementation of the proposed improvements will result in an increase of 450 route miles and will require an expansion and renewal of the present bus fleet by 490 buses.

3.2 TRANSIT IMPROVEMENT PROGRAM

The elements of the immediate action and short-range transit improvement program are as follows:

- 3.2.1 New Cross-town Routes. The proposed plan includes adding eight new cross-town routes designed to interconnect major traffic generators, such as residential areas, employment centers, industrial parks, colleges, hospitals, and shopping centers. In summary, these are:

Route A - Connecting West End and Lenox Square area.

Route B - Connecting Dixie Hills and Buckhead.

Route C - Connecting Thomasville and Lenox Square, via Moreland Shopping Center and Executive Park.

Route D - Connecting Sandy Springs, Lenox Square and Executive Park.

Route E - Connecting East Point, College Park, Atlanta Airport, Hapeville, Mountain View, Forest Park, Atlanta Army Depot, and Lake City.

Route F - Connecting Decatur residential areas with Peachtree Industrial Boulevard District in Chamblee and Doraville.

Route G - Connecting Atlanta Regional Hospital, South DeKalb Shopping Center, and East Lake residential areas with Decatur, DeKalb General Hospital, and North DeKalb Shopping Center.

Route H - Connecting Stone Mountain and Stone Mountain-Tucker Industrial Park with Peachtree Industrial Boulevard District in Chamblee and Doraville.

3.2.2 New Radial Routes. In order to provide transit service for communities and areas presently not adequately served by ATS, eight new radial routes are proposed between the Atlanta CBD and these areas:

Route NR 1 - New service to residential areas in East Forest Park (Murray Lake area).

Route NR 2 - New service to Tucker.

Route NR 3 - New service to residential areas along Chamblee-Tucker Road east of the Perimeter Highway (I-285).

Route NR 4 - New service to Perimeter Industrial Park and Perimeter Mall.

Route NR 5 - New service to Jonesboro.

Route NR 6 - New service to commercial and industrial development along the Northeast Expressway (I-85) between Pleasantdale Road and Stevens Road.

Route NR 7 - New service to Alpharetta.

Route NR 8 - New service to Lithonia.

3.2.3 Extension of Existing Routes. In order to similarly provide transit service for communities and areas not adequately served at present, the following radial bus routes will be extended:

Route M5 (X) - Sandy Springs Limited: Extend from Bridgewood Valley-Long Island terminal to Dalrymple Road.

Route 23 - Oglethorpe: Extend from Oglethorpe terminal along Peachtree Industrial Boulevard and Longview Drive to North Shallowford Road.

Route M30 - LaVista Limited: Extend from Oak Grove terminal to North Lake Shopping Center.

Route M54 - Blair Village - Forest Park Limited: Extend to the residential areas along Ash Street and Holiday Boulevard and to Morrow.

- Route 50 - Farmers Market Limited; Extend from present terminal along Old Dixie Road and Upper Riverdale Road into Riverdale.
- Route 72 - Airport Limited; Extend from Village Green Apartments via Crystal Lake Road to Godby Road apartment areas and to Club Candlewood apartment area via Camp Creek Parkway.
- Route 56 - Adamsville Limited; Extend to residential areas south of Adamsville and to Holy Family Hospital.

3.2.4 Route Revisions. Changes and modifications to several existing bus routes are proposed to achieve better passenger distribution and to decrease transit travel times by eliminating circuitous and unproductive route detours.

- Route 2P - Ponce de Leon - Decatur; Provide a straighter routing via West Ponce de Leon Avenue.
- Route 2W - Westview; Extend present terminal from Westview Drive to Gordon Road/Mozley Drive intersection to facilitate transfers with intersecting routes.
- Route 17L - Lakewood - Polar Rock; Eliminate Jonesboro Road detour via Margaret and Harriet Streets.
- Route 18C - Candler-Glenwood; Eliminate East Lake Drive/Fourth Avenue detour and continue with a direct routing along Boulevard Drive.
- Route 19R - River; Extend line from Bolton and Marietta roads via Bolton Road, Coronet Way and Marietta Boulevard back to Bolton Road.

- Route 27M - Monroe Drive: Extend existing line to Ansley Mall Shopping Center.
- Route 29 - Roxboro Limited: Reroute line from Lanier Avenue and Windsor Parkway to end of line to reflect proposed extension of Route 23, Oglethorpe, as well as changes in residential pattern.
- Route 55 - Orchard Knob Limited: Reroute line along Browns Mill Road between McWilliams Road and Harper Road.
- Route 57 - Collier Heights: Reroute certain bus trips of Delmar Lane Branch via Hedgewood Road and Burton Road to Hightower Road.
- Route 72 - Airport Limited: Reroute from Atlanta Airport Terminal via the Airport Connector (I-85) to downtown Atlanta.
- Route 16S - Sylvan Hills: Extend existing line south along Sylvan Road to Hapeville residential area south of Custer Street.
- Route M2 - Fairburn: Reroute existing route from Cleveland Avenue and Winburn Terrace via Cleveland Avenue and South Expressway (I-75) to downtown Atlanta.
- Route M1 - Garden Hills: Using existing loop, reroute from Pharr Road and Lookout Place, via Lookout Place, Brentwood Drive, Brentwood Terrace, to existing route at Brentwood Terrace and Pine Tree Road.
- Route M3B - Ben Hill: Reroute line in the Campbellton Road/Perimeter Highway (I-285) area to include Greenbriar Shopping Center.

- Route M3M - Mount Olive: Continue on Campbellton Road between Poole Road and Campbellton Road and Campbellton Road and Venetian Drive.
- Route M7 - Glenwood - Columbia - Covington Road: (Glenwood Branch) Operate along Glenwood Avenue between Columbia Drive and Derrill Drive. (Columbia Branch) Operate across McAfee Road between Glendale Drive and Meadows Lane.
- Route M8 - Center Hill Limited: Branch line from Hightower Road and Bankhead Highway to end of line.
- Route M12 - Medlock Limited: Expand terminal loop across Valley Brook Road to Lawrenceville Highway.
- Route M14 - Dixie Hills: Branch line from Simpson Road at West Lake Avenue to end of line. Simpson Woods Branch to continue across Simpson Road to Simpson Woods Apartments. Dixie Hills Branch to traverse West Lake Avenue, Tiger Flower Drive, Whitaker Circle, Callaway Drive, and Anderson Avenue.
- Route M30 - LaVista Limited: Reroute limited-stop portion from Piedmont Road and Cheshire Bridge Road along Piedmont Road, Fourteenth and Tenth Streets, to West Peachtree Street.
- Route M54 - Blair Village - Forest Park Limited: Eliminate detour along Lacey Circle.
- Route M75 - Tucker Limited: Eliminate entire route.

3.2.5 Special Neighborhood Services. In addition to the new cross-town and radial routes and the improvement to existing routes, the short-range transit improvement plan

Includes a series of special new neighborhood services designed to specifically improve the ability of residents of poor and otherwise disadvantaged areas to reach areas of job opportunities, public recreational and cultural facilities, commercial and shopping centers, hospitals and educational institutions, and to have more choice among these destinations within reasonable reach.

Specifically, the services thus planned include:

- a. Northeast Employment Area Service - connects Northwest-Perry, Dixie Hills and Model Cities areas with employment locations in the north-east quadrant of the metropolitan area and with Atlanta Stadium.
- b. Forest Park Employment Area Service - provides direct service from Northwest-Perry and Dixie Hills areas to Forest Park and extends existing service for the benefit of Model Cities residents.
- c. Fulton Industrial Boulevard Employment Area Service - provides direct service from Northwest-Perry to Fulton Industrial Boulevard and a connecting service from Dixie Hills to existing service in the Fulton Industrial Park area.
- d. Northwest-Perry Neighborhood Service - provides local service within Northwest-Perry and an extension to the Moores Mill Shopping Center.
- e. Dixie Hills Neighborhood Service - provides local service on a loop within Dixie Hills, as well as extensions to Gordon Plaza and the Cascade-Donnelly Shopping Center.
- f. Buckhead Domestic Employment Area Service - provides direct service from Northwest-Perry and Dixie Hills to the Buckhead area for domestic and other workers who presently have to transfer in downtown Atlanta.
- g. Charter Services - provides low-cost charter service to qualified non-profit groups for educational and recreational trips from various neighborhoods

- 3.2.6 Park-Ride Program. As permitted by the long-range program and its progress in early acquisition of rights-of-way for rapid transit system parking lots, the Authority will initiate a "park-ride" program. Parking lot sites, where appropriate, will be developed early to serve the park-ride program as an interim measure and improvement in the surface bus system. The lots will be available as a point where transit riders may leave their cars and travel to downtown Atlanta via improved or new express bus routes.

Representative future station sites where such lots and connection bus service will be developed are:

Doraville Station
East Point Station
Forest Park Station
Memorial Drive Station

- 3.2.7 New Express and Limited-Stop Service. New rush-hour express or limited-stop service is proposed for the following bus routes:

Route M55 - Sandy Springs Limited
Route M65 - Northwoods-Oakcliff Limited
Route M30 - LaVista Limited
Route 72 - Airport Limited
Route 56 - Adamsville Limited
Route M8 - Center Hill Limited

- 3.2.8 Increased Service Frequencies. Based on an analysis of load point data, the plan includes an increase in the number of buses operated during peak travel periods for the following routes:

Route I,H,C - Howell Mill and Coronet Way
Route 2P - Ponce de Leon-Decatur

Route 3I - Irwin Street
Route 3W - West Hunter
Route 4F - Federal Prison
Route 6A - Atlanta Avenue
Route 6E, C - Emory-Clairmont
Route 10C - Cascade Heights
Route 11E - English Avenue
Route 13 - West Fair
Route 17M - Main Decatur
Route 18 - Candler-Glenwood-South Decatur
Route 19 - Browntown-River-Bankhead
Route 20 - College Park-Hapeville-Ford
Route 26 - Perry Homes
Route 27 - Hapeville (Stewart) -Monroe
Route 32/42 - Cooper-Carver-Joyland
Route 35D - Decatur
Route 35M - Magnolia
Route 47 - Lynhurst Limited
Route 49 - McDonough Limited
Route 56 - Adamsville Limited
Route M1 - Garden Hills
Route M3,B,M- Ben Hill-Mount Olive
Route M5 - Sandy Springs Limited

- Route M8 - Center Hill Limited
- Route M14 - Dixie Hills
- Route M30 - LaVista Limited
- Route M10 - Belvedere-Peachcrest
- Route M22 - Avondale-DeKalb College-Pine Lake
- Route M65 - Northwoods-Oakcliff

3.2.9 Extended Service Periods. An expansion of present operating periods appears to be advisable for the following bus routes and is recommended:

a. Expansion of service during morning or late evening periods:

- Route 29 - Roxboro Limited
- Route 35D - Decatur Street
- Route 41 - Piedmont Limited
- Route 49 - McDonough Limited
- Route M2 - Fairburn-Sylvan Heights
- Route M3, B, M - Ben Hill-Mount Olive
- Route M7, M, S - Glenwood-Columbia-Covington Road
- Route M8 - Center Hill Limited

b. Expansion of service predominantly during weekday base and Saturday periods:

- Route M10 - Belvedere-Peachcrest
- Route M22 - Avondale-DeKalb College-Pine Lake
- Route M65 - Northwoods-Oakcliff Limited
- Route M70 - Chamblee-Doraville Limited

- 3.2.10 Bus Fleet Modernization. To achieve the bus fleet upgrading deemed necessary and desirable for an attractive and efficient bus operation, it is planned that 490 new, air-conditioned buses be purchased within the first five years to replace 125 older vehicles, as well as to provide the 365-vehicle fleet enlargement estimated to be required for the implementation of the short-range transit improvement program.
- 3.2.11 Passenger Waiting Shelters. The program also includes the providing of over 100 passenger waiting shelters at major bus boarding and transfer locations.
- 3.2.12 Improved Transit Information Services. To assure that the general public is properly familiarized with the existing and improved transit services and routes, it is necessary to establish an aggressive and effective public information and education program. This information program will be directed toward both the present bus rider and the potential new rider, not now commuting by transit, and will comprise a variety of approaches, such as increased promotion, establishment of transit information centers, revision and improvement of public time schedules and system maps, and improved bus stop signs.

4. PATRONAGE AND OPERATIONS

4.1 PATRONAGE ESTIMATES

For the purposes of planning the capacity of system features and of estimating revenues to be derived from fares, analyses were made of the relative attraction of the proposed comprehensive transit plan, to derive indications of how many people would ride the system. Such estimates of anticipated patronage were formally made at two levels of system development - year 1983 and year 1995.

The need to look into the future almost 25 years relates to the need to build into the system capability to be expanded relatively easily to accommodate passenger loadings which are certain to occur well within the life of the initial system. The comprehensive transit plan adopted by the Authority will be accomplished by 1980, will be experiencing seasoned traffic by 1983, and will be paid for by 1987. However, the design must include reasonably adequate allowances for extension into new areas and for growth within its initial service areas. These considerations affect not only the extremities of the initial plan, where most extension and growth will occur, but vitally affect the flow capacity to handle such combined effects within the inner portions of the system, hence, the need to view the 1995 conditions, as well as those more imminent.

An explanation of the use herein of both 1980 and 1983 is warranted. Year 1983 is the target year for all intermediate level regional planning in the Atlanta Metropolitan Area - the date to which planning projections are readily available and the date to which the Atlanta Area Transportation Study (AATS-I) addressed itself. Year 1983 also is three years after full operational status will be achieved on the comprehensive transit plan - due for completion early in 1980. Transit system planning normally allows a two to three-year period for major new services to become "seasoned" and to have attracted a full increment of habitual users. So, patronage and operations data reported herein are identified with year 1983, although all of the proposed facilities will be "on-line" by early 1980.

The method of estimating patronage at the 1983 and 1995 levels of regional development was that which is generally employed - application of a set of special modal split equations

to defined circumstances of future regional planning conditions. These identified conditions involved the extent of the highway network, patterns of land use and densities, and various demographic and economic projections. Use was made of the mathematical model of travel behavior which was developed under the Atlanta Area Transportation Study, and the assumptions on highway development and other projections were consistent with those of that Study.

Once figures on station-to-station and point-to-point transit traffic flow were obtained for the years 1983 and 1995, as well as for the short-range future under the bus transit improvement program, estimates of patronage were made for intervening years within the span of the financing plan. These interpolated data formed the basis of annual fare revenue estimates.

Table 1 summarizes the patronage as estimated for the years 1983 and 1995. Patronage figures in this table constitute the total of all daily and yearly one-way trips made on the future transit system from origin to destination, regardless of mode of access to the system (if other than transit) and regardless of the number of mode-to-mode transfers required for the completion of the trip. The estimated percentage of all transit patrons utilizing the rail rapid transit component for all or a portion of their trip is also given in Table 1.

TABLE 1. - ESTIMATED WEEKDAY AND ANNUAL TRANSIT PATRONAGE

	<u>1983</u>	<u>1995</u>
Total Daily Transit Ridership	344,600	600,200
Total Annual Transit Ridership	102,000,000	177,000,000
Per Cent of Trips Involving Rail	82	87

Table 2 shows the maximum directional passenger volumes estimated to occur on the several rapid transit lines in the two forecast years in the morning peak hour. These figures represent the total number of passengers traveling in one direction

TABLE 2. - ESTIMATED A. M. PEAK-HOUR RAPID TRANSIT
PASSENGER VOLUMES AT MAXIMUM LOAD POINTS

LINE NAME	PEAK-HOUR PEAK-DIRECTION VOLUME			
	1983	LOCATION	1995	LOCATION
Central Line	11,000	Cain/Five Points	20,700	Pershing/10th
Northeast Line	6,200	Lindbergh/Pershing	10,800	Lindbergh/Pershing
Northwest Line	1,800	26th/Pershing	10,700	26th/Pershing
South Line	8,700	W.End/Garnett	11,000	W.End/Garnett
Southwest Branch	1,700	College Pk./E. Point	2,200	College Pk./E. Point
West Line	6,900	Vine/Five Points	10,000	Vine/Five Points
Proctor Creek Branch	2,400	Bankhead/Ashby	2,600	Bankhead/Ashby
East Line	11,500	Grant/University	17,600	Grant/University
North Atlanta Busway	1,200	Wieuca/Lenox	2,000	Wieuca/Lenox
East Atlanta Busway	2,300	Glenwood/Moreland	3,500	Glenwood/Moreland
Tucker-N. DeKalb Busway	1,500	N. Decatur/E. Lake	2,500	N. Decatur/E. Lake

at the heaviest load point during the 60 minutes of maximum demand on the average weekday. As in Table 1, the volumes shown for 1983 correspond to the adopted rapid transit plan. The volumes shown for 1995 assume that the extensions to the adopted system are in operation.

4.2 OPERATIONS

For the two future levels of system development for which detailed patronage analyses were made, plans of operations were developed to serve as a basis for identifying in the rail component needs for various operational support facilities and for planning the train control system, and for developing in both the rail and bus components estimates of operating cost and rolling stock requirements.

4.2.1 Rail Operations. Given the patronage estimates and the general plan of lines and stations, many alternative patterns of operation were devised and evaluated for both 1983 and 1995 conditions. Considerations weighed in each of these were operational practicality, operational efficiency and annual cost, public acceptance and convenience, relative attraction, and sensitivity to adverse circumstances.

In all schemes there are two basic services - east-west and north-south - which interface at Five Points Station. The adopted operating pattern includes several sets of services in these two principal directions and is a blending of all objectives to be sought. Table 3 summarizes some of the more pertinent statistics for the operating plan as of the 1980 level of development for the Authority's adopted rapid transit system.

The east-west services comprise two alternating services: the Avondale-Perry Homes service and the Indian Creek-Fairburn Road service. In the peak periods, four-car trains will operate on the Avondale-Perry Homes circuit approximately every 200 seconds (3.3 minutes), and five-car trains on the Indian Creek-Fairburn Road circuit every 200 seconds. This results in a combined peak service frequency of one train every 100 seconds (or 36 trains per hour) in the line section common to both these services - Avondale Station to Ashby Street Station.

TABLE 3. - OPERATING PATTERN STATISTICS - 1980/83

SERVICE	PEAK PERIOD			MID-DAY			NIGHT		
	Head-way (min.)	Trains per Hour	Cars per Train	Head-way (min.)	Trains per Hour	Cars per Train	Head-way (min.)	Trains per Hour	Cars per Train
<u>EAST-WEST SERVICES</u>									
A. Avondale-Perry Homes	3.3	18	4	10.0	6	2	10.0	6	1
B. Indian Creek-Fairburn	3.3	18	5	10.0	6	2	10.0	6	1
<u>COMMON SECTION:</u> Avondale-Ashby Street									
	1.7	36	4-5	5.0	12	2	5.0	12	1
<u>NORTH-SOUTH SERVICES</u>									
C. Northside Drive-Oakland City	6.0	10	4	10.0	6	2	Does not operate		
D. Norcross-College Park	6.0	10	5	10.0	6	2	10.0	6	1
E. Doraville-Forest Park	6.0	10	4	10.0	5	2	10.0	6	1
<u>COMMON SECTIONS:</u> Pershing Point-Oakland City									
	2.0	30	4-5	3.3	18	2	5.0	12	1
Doraville-Pershing Point	4.0	20	4-5	5.0	12	2	5.0	12	1
West End-East Point	4.0	20	4-5	5.0	12	2	5.0	12	1

The north-south services comprise three alternating services: the Northside Drive-Oakland City service, the Norcross-College Park service, and the Doraville-Forest Park service. In the peak periods, four-car trains will operate in the Northside Drive-Oakland City circuit every six minutes; five-car trains in the Norcross-College Park circuit every six minutes; and four-car trains in the Doraville-Forest Park circuit every six minutes. This results in a combined peak service frequency of one train every two minutes in the Central Line (Pershing Point-Oakland City), and every four minutes (average) in the line sections Doraville-Pershing Point and Oakland City-East Point. Table 3 shows peak period, mid-day and night service frequencies, trains per hour and train consists for each circuit and for the common section of overlapping circuits of both north-south and east-west train services.

By 1995, it is estimated that future extensions to the adopted system and growth in ridership will require seven-car trains in operation on the principal east-west services and eight-car trains on the principal north-south services. Peak period combined service frequency in the central common sections of both east-west and north-south services will be 90 seconds (40 trains per hour).

For both 1983 and 1995, the operating plan of the rail system is based on a frequency of trains and number of cars per train such that the seated capacity in the hour of maximum demand is equal to the average volume of passengers at any line section of the system. This results in a peak-hour average ratio of passengers to seats of unity, recognizing and accepting that for short periods within the peak hour standees will be experienced in a few locations on the system.

Similarly, off-peak (mid-day) service has been tailored to demand, though in these hours it is estimated that the occupancy of the cars would average 85 per cent. Night-time service has also been established along these considerations with a maximum policy headway on any branch of the system of 10 minutes, even at late

night and early morning hours. The system would be in operation for 18 to 19 hours per day, including Saturdays, Sundays and holidays.

- 4.2.2 Bus Operations. The future bus system will consist of about 112 bus routes and will include 1,530 route miles in 1980. The bus system will furnish feeder service from neighborhoods to all rail rapid transit stations and local distribution service from all rail rapid transit stations to nearby employment centers, shopping areas and other destinations. The system will also provide local neighborhood service and extensive cross-town service, including two major circumferential routes. Thirty-eight of the bus routes will utilize the proposed busways.

Most major arterials and many local neighborhood streets will have bus service. It is estimated that approximately 90 per cent of the population inside the Perimeter Highway (I-285) will be within walking distance of a bus route, and all bus routes will connect with rail rapid transit stations. All major employment centers and shopping centers will have bus service, and shuttle bus service will connect stations to major generators such as the Atlanta Airport Terminal and the new sports arena.

Nearly all bus routes will provide mid-day, evening and Saturday service, as well as peak-hour service, and most routes will have Sunday service also. Typical peak-hour headways will be ten minutes for areas inside the Perimeter Highway (I-285), and approximately twenty minutes for less densely developed suburban areas. Off-peak headways will generally be 20 minutes inside the Perimeter Highway and 30 minutes beyond.

4.3 OPERATING STATISTICS

Table 4 summarizes some of the more significant operating statistics derived for 1983 and 1995 levels of operation. Refer to Section 6.1.3 herein for a description of the operating cost estimating method. All cost figures in Table 4 are in 1971 dollars.

TABLE 4. - OPERATING STATISTICS

(All cost data shown are at 1971 price levels)

ITEM	LEVEL OF DEVELOPMENT	
	1983	1995
<u>RAIL RAPID TRANSIT COMPONENT:</u>		
Route Miles	56.2	77.8
Weekday Car Miles:		
East-West	24,400	47,500
North-South	34,700	83,800
Total	59,100	131,300
Cars Required (incl. spares):		
East-West	152	259
North-South	178	406
Total	330	665
Annual Car Miles	17,620,000	39,130,000
Cost per Car Mile	\$0.73	\$0.70
Annual Operating Cost	\$12,860,000	\$27,390,000
<u>BUS COMPONENT:</u>		
Route Miles	1,530	1,700
Weekday Vehicle Miles	121,400	144,800
Weekday Vehicle Hours	7,650	9,130
Buses Required (incl. spares)	937	871
Annual Bus Miles	35,570,000	42,430,000
Annual Bus Hours	2,240,000	2,680,000
Cost per Bus Mile	\$0.60	\$0.60
Annual Operating Cost	\$21,260,000	\$25,370,000
<u>TOTAL TRANSIT SYSTEM:</u>		
Annual Operating Cost	\$34,120,000	\$52,760,000

5. SCHEDULE OF SYSTEM DEVELOPMENT

5.1 SCHEDULING CRITERIA

Inherent in the comprehensive plan is an orderly schedule for development of each component of the plan. The need to define a calendar-oriented sequence of development is related to other program factors which are tied to real time, including the rate at which funding becomes available, the projected worth of the dollar, and certain time-controlled events stipulated by law. Also, it is of great public interest to know what transit improvements will be available when.

Several factors, assumptions and judgments underlie the development schedule finally derived. The most significant of these are:

- a. Acquisition of Atlanta Transit System, Inc. by the Authority and completion of transition to public agency operations will be completed by July 1, 1972.
- b. Full freedom and funding availability to initiate improvements to the bus system, to start detailed design, to acquire rights-of-way, and to consummate agreements with utility agencies and railroads will pertain as of July 1, 1972.
- c. Rates of progress on detailed design, right-of-way acquisition and agency agreements will be normal - not a "crash" program, nor one slowed by abnormal restrictions and controls.
- d. Rates of construction progress will be normal for the type of work, and shut-downs or slow-downs due to labor disputes or other adverse influences will not occur.
- e. The current schedule of the State Highway Department of Georgia for construction of the North Atlanta Toll Road and the East Atlanta Toll Road will be met, and joint development of these highways and the Authority's busways will be permitted.
- f. There will be no restriction on the rate of funds commitment needed to effect the progress defined herein - such drawdown of funds being that set forth in the financial plan and summarized in Section 6.

5.2 DEVELOPMENT PHASING

The first year of the Authority's implementation program will see many items of work started. Some of the earliest relate to improving the newly acquired bus system; other work pertains to the initiation of a major level of engineering and architectural design of fixed construction and related activities of surveying, soils exploration, data collection, and utility relocation.

Since almost all of the fixed construction has a linear orientation, these facilities must be programmed and constructed in a sequence which will maximize their value and utilization as early as possible in the program. The rail component especially must be developed and opened to revenue service in route segments which are reasonably operable and attractive to early public use. Further, the most difficult facilities to design and construct are generally those in the congested central areas, where subway construction dominates, utility relocation and traffic handling are most severe, and right-of-way value the greatest. Yet, the achievement of early functional status depends largely on completing at least portions of the central elements of the system.

In the Authority's plan, the extensive subway construction of the Central Line controls the initiation of revenue service both for east-west operations (due mostly to the complex Five Points Station) and for north-south operations. A schedule of system evolution was prepared around these controls and twelve phases of development were defined. For each of these the time requirements of major activities were estimated and the overall phase time-spans derived. Figure 2, "Schedule of System Development", defines the time schedule and sequencing of the twelve phases of development.

5.3 PHASE DEFINITIONS

The elements and activities contained in each of the twelve phases are defined as follows:

Phase 1 - Acquire Atlanta Transit System, Inc. and complete transition to public agency operations. (By mid-1972)

Phase 2 - Make improvements in bus system service, operations, and equipment. (By early 1973)
Replace and expand bus fleet. (Through 1976)

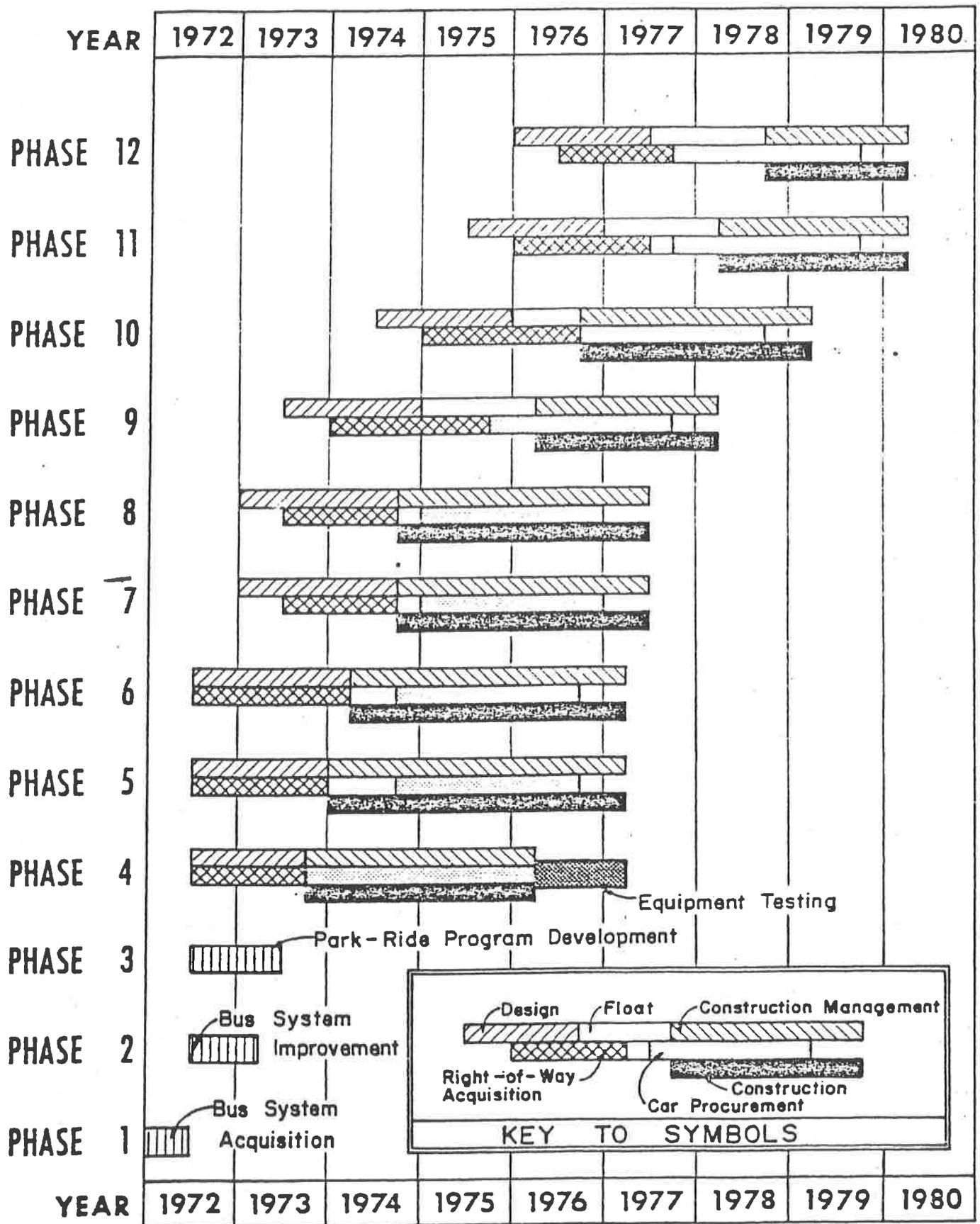


FIGURE 2: SCHEDULE OF SYSTEM DEVELOPMENT
 Note: For definition of system facilities and activities included in each phase refer to Section 5.3

- Phase 3 - Acquire advance rapid transit rights-of-way and develop parking lots for early park-ride bus system usage. (By mid-1973)
- Phase 4 - Construct East Line between Five Points Station and Avondale Station. Construct West Line between Five Points Station and Vine City Station. Complete East Atlanta Busway and Tucker-North DeKalb Busway. Begin equipment testing between Avondale Station and Georgia State University Station. Begin limited revenue operations on the two busways. Adjust routings of the surface bus network to reflect the availability of these busway facilities. (By early 1976)
- Phase 5 - Construct Five Points Station. Extend West Line to Hightower Road Station. Construct Proctor Creek Branch. Begin revenue service on east-west rail operations from Avondale Station to Hightower Road Station and Perry Homes Station. Adjust routings of the surface bus network to reflect the availability of these new rail facilities. (By early 1977)
- Phase 6 - Construct Central Line south of Five Points Station and South Line to Lakewood Avenue Station. Construct interline connection. Extend revenue service to Lakewood Avenue Station and make appropriate adjustments in the surface bus network. (By early 1977)
- Phase 7 - Complete construction of Central Line to Pershing Point Station and extend revenue operations to that point. (By mid-1977)
- Phase 8 - Construct Northeast Line to Lenox Road Station. Construct North Atlanta Busway. Extend revenue service to Lenox Road Station and to Sandy Springs Station and make appropriate adjustments in routings of surface bus network. (By mid-1977)

- Phase 9 - Extend East Line to Indian Creek Station. Extend West Line to Fairburn Road Station. Extend South Line to Atlanta Airport Station. Extend Northeast Line to Brookhaven Station. Open these additional rail facilities to revenue service and adjust routings of surface bus network accordingly. (By early 1978)
- Phase 10 - Extend Northeast Line to Doraville Station. Construct Northwest Line to Northside Drive Station. Construct Southwest Branch to College Park Station. Extend revenue service into these new system segments and adjust routings of the surface bus network accordingly. (By early 1979)
- Phase 11 - Extend South Line to Forest Park Station and open to revenue service, making appropriate adjustments in the surface bus network. (By early 1980)
- Phase 12 - Extend Northeast Line to Norcross Station and open to revenue service, making appropriate adjustments in the surface bus network. (By early 1980)

6. COST AND FINANCING ASPECTS

6.1 SYSTEM COSTS

Based on several of the planning and preliminary engineering studies conducted by the Authority and its consultants, the various contributions to an estimate of total cost of the comprehensive plan were derived. Among these investigations were:

- a. Rapid transit preliminary engineering and architectural design study - by Parsons Brinckerhoff-Tudor-Bechtel
- b. Bus system acquisition study - by Coverdale and Colpitts and Ernst and Ernst
- c. Short-range bus system improvement study - by Parsons Brinckerhoff-Tudor-Bechtel
- d. Northwest-Perry, Dixie Hills and Model Cities neighborhood transit study - by Economic Opportunity Atlanta, Inc. and Alan M. Voorhees and Associates, Inc.
- e. Northeast urban corridor demonstration study - by Parsons Brinckerhoff-Tudor-Bechtel and Wilbur Smith and Associates, Inc.
- f. Busway preliminary engineering and design criteria study - by Parsons Brinckerhoff-Tudor-Bechtel

The elements of system cost are several and they are of different types and, most importantly, they bear certain restrictions regarding eligibility and limitation on sources of their funding. Included in the total cost of the comprehensive plan as met by the recommended 15-year financing program are:

- a. Capital cost of acquisition of Atlanta Transit System, Inc.
- b. Capital cost of fixed facilities and rolling stock (buses) associated with the short-range bus system improvement program.
- c. Capital cost of the fixed construction of rail rapid transit and busway facilities.

- d. Capital cost of rail rapid transit cars .
- e. Operating and maintenance cost of bus and rapid transit systems .
- f. Interest on borrowed money .
- g. Pre-operating and administrative costs of the Authority .

6.1.1 Capital Cost. Estimates of all capital costs, as they are forecast to pertain over the next 15 years, were carefully made by the Authority and its consultants. Underlying the construction cost estimates are preliminary plans of the system line and grade; station site development plans; preliminary designs of typical aerial, subway, tunnel, and at-grade line structures; architectural definitive plans for typical stations; preliminary structural plans for typical stations; cross sections taken at controlling points; preliminary right-of-way plans; and special study plans for critical areas.

Research was conducted into Atlanta area construction costs, unit prices, wage rates, labor agreement provisions, productivity, cost trends, construction contractor capacity, projected concurrent other work, and other factors which can influence the bidding climate the Authority will find.

A unit-price type estimate was made, utilizing material quantity estimates developed from the plans. Units of labor cost by type, equipment cost, and material cost were the basis of the estimate.

The appraisal of current market value of real estate required for the rights-of-way was made by an expert familiar with the local area and the trends in property and improvement costs.

Allowances were also included for cost escalation, inflation, and other contingencies. Table 5 presents a summary of the capital costs of the comprehensive plan. Table 6 shows the distribution of total capital cost to the twelve phases of development defined in Section 5.

TABLE 5. - CAPITAL COST BY MAJOR ITEM OF EXPENSE
 Cost Data Shown are in Thousands of Dollars

Line	Basic Const.	Finish Const.	Trackwork	Train Control	Power Distribution	Right of Way	Total (1971)
<u>RAIL COMPONENT:</u>							
Central Line	\$ 92,140	\$ 24,540	\$ 2,000	\$ 6,880	\$ 2,290	\$ 19,790	\$147,640
Northeast Line	52,940	12,570	5,180	5,020	8,370	22,320	106,400
Northwest Line	12,910	5,330	650	1,370	860	3,000	24,120
South Line	58,640	11,630	5,090	4,720	7,430	19,200	106,710
Southwest Branch	11,020	1,760	1,000	710	1,250	2,160	17,900
West Line*	35,520	8,440	2,690	2,390	4,960	13,670	67,670
Proctor Creek Branch	16,220	5,190	1,530	770	1,610	2,570	27,890
East Line	73,650	16,010	4,100	3,810	6,010	20,340	123,920
Yards & Shops	19,770	-	5,510	3,990	7,270	7,150	43,690
Sub-Totals	\$372,810	\$ 85,470	\$ 27,750	\$29,660	\$40,050	\$110,200	\$665,940
*Includes Interline Connection							
<u>BUSWAY COMPONENT:</u>							
North Atlanta	\$ 5,570	\$ 520	\$ -	\$ -	\$ -	\$ 1,600	\$ 7,690
East Atlanta	4,630	670	-	-	-	2,950	8,250
Tucker-N. DeKalb	6,860	790	-	-	-	2,320	9,970
Sub-Totals	\$ 17,060	\$ 1,980	\$ -	\$ -	\$ -	\$ 6,870	\$ 25,910
Totals (1971)	\$389,870	\$ 87,450	\$ 27,750	\$29,660	\$40,050	\$117,070	\$691,850
Construction Cost \$ 691,850 Design and Construction Management 81,050 Rapid Transit Cars - 330 each 91,700 Contingencies 129,700 Sub-Total - 1971 Dollars \$ 994,300 Escalation Allowance 383,900 Bus System Allowance 42,800 Total Capital Cost \$1,421,000							

TABLE 6. - CAPITAL COST BY DEVELOPMENT PHASE
 (Costs shown are escalated to pertinent price levels)

PHASE	COST
Phase 1 } Phase 2 }	\$ 42,800,000
Phase 3	2,500,000
Phase 4	198,900,000
Phase 5	221,000,000
Phase 6	125,000,000
Phase 7	189,700,000
Phase 8	82,100,000
Phase 9	193,300,000
Phase 10	195,000,000
Phase 11	75,800,000
Phase 12	94,900,000
TOTAL	\$ 1,421,000,000

Note: Refer to Section 5.3 for definition of system facilities included in each Phase.

6.1.2 Definition of Capital Cost Items. The major items of cost shown in Table 5 include the following work and materials:

Basic Construction. This item includes the basic heavy construction work pertaining to rapid transit line and station structures in both the rail and busway component. The construction of aerial structures, cut-and-cover subways, tunnels, cut and fill, station shells, parking lots, yards and shops is represented in this item. Types of other activities included are demolition, clearing and grubbing, utilities maintenance and relocation, railroad removal and relocation, fencing, drainage, traffic control, street restoration and underpinning.

Finish Construction. This item includes the finishing work within each prime or shell construction contract. The cost of such items as architectural finishing of floors, walls, and ceilings; landscaping; electrical and mechanical systems for ventilation, lighting, service power, water supply and plumbing; and the furnishing and installing of escalator, elevator and fare collection equipment.

Trackwork. This item includes the cost of furnishing and installing ballast, ties, and rails on the at-grade, aerial and subway structures and in the yards and shops.

Train Control. This item includes a complete train operation control system including trackside control, route interlocking, system control and localized station control. Included in this item is a communications system providing for a public address system and communication between the central control point and the stations.

Power Distribution. This item includes the cost of furnishing and installing Authority-owned rectifier and auxiliary substations, required to furnish power for train propulsion and operation of system facilities.

Right-of-Way. This item includes the acquisition of real property, based on current market value, for the proposed routes, yards and shops, stations and parking lots, and access and frontage roads. An allowance has been included for right-of-way acquisition, engineering, and management costs, and allowances for relocating families and businesses.

Design and Construction Management. This item provides for engineering and architectural design services and management of design and construction. Services include soil borings and soils engineering; surveys and mapping; conceptual design; route location; structural, electrical and mechanical design; yard and shop design; and architectural and landscaping design. Conceptual engineering and design of systemwide facilities such as track, power distribution, communications and train control are included, as are development and engineering of the rail rapid transit vehicle. Staff support to the Authority on design matters, cost estimating and cost control, special consultants, and operational planning are included. Also included are construction inspection, contract administration and design support to the construction management forces.

Rapid Transit Cars. This item includes the cost of 330 rapid transit cars required to service the 56.2-mile system.

Contingencies. This item is an unallocated allowance of 15 per cent of all costs to cover items of cost for scope changes, unforeseen conditions, and addition of design details.

Escalation Allowance. This item is an unallocated allowance developed by projecting 1971 construction costs on a model construction schedule and applying an average inflation rate of 6.2 per cent, compounded annually, to construction expenditures over the development schedule.

Bus System Allowance. This item includes an allowance for the cost of acquisition of Atlanta Transit System, Inc. and for the purchase of an initial increment of new buses to support expanded service and to replace obsolete equipment. In advance of the conclusion of negotiations between the Authority and the owners of Atlanta Transit System, Inc., it is neither appropriate nor possible to do more than make a cost allowance for the purchase of the system and for the initial purchase of new buses.

- 6.1.3 Operating Cost Estimates. Based on the selected rail and bus operating patterns, an analysis was made of operating and maintenance costs. A pro forma manning of the system at its 1983 and 1995 levels of development was the basis for the labor increment of cost. To this, cost of power, fuel, supplies, and other expendable items were added, as well as allowances for administrative and general expenses. Unit cost statistics were developed to test the overall validity of certain assumptions made. Once reasonable crosschecks were obtained, these operating cost data were used in the financial plan.

For the short-range transit improvement program, an estimate was made of operating cost of the bus system for each of the next five years, as it becomes publicly owned and the improvements accomplished.

Once these formal estimates were in hand for the period 1972-1976 and for the years 1983 and 1995, through judicious interpolation, using the schedule of system development, annual operating cost figures were determined for the interim years within the span of the financial plan.

- 6.1.4 Other Costs. In addition to the construction costs and costs related to acquiring the bus system and to operating the total system, other specific cost allowances are made in the financing plan.

An allowance has been included for certain start-up costs required prior to the time when all components of the viable transit system are fully producing fare revenues. The schedule of system development calls for successive interim openings of portions of the rapid transit system as they become serviceable. In many instances such operations are at a low rate of fare revenue return due to the incomplete status of the line involved. The policy will be to open such segments of the system to provide even such limited public service; however, there is an associated surcharge cost on the needed operational subsidy. This cost and certain other pre-operating start-up costs, including training of personnel, are specially allowed for in the estimates.

Also included is the cost of administration of the Authority during the developmental period and the maintaining and protecting system facilities once completed but prior to operation.

Allowances are also made for repaying the Advance for Public Works Planning received in 1966 from the U.S. Department of Housing and Urban Development (Project No. P-Ga-3092), and for repaying an Authority commitment on an early right-of-way agreement.

The financing plan includes the borrowing of funds on a short-term basis in anticipation of retail sales and use tax revenues. This plan, as summarized in Section 6.3, requires an allowance for the payment of interest on these borrowings. This interest cost allowance is provided for in the plan.

Over the span of the financing plan, there will be need to acquire additional buses to replace obsolete and expended equipment and to increase the fleet to meet the growth in surface bus system usage. A capital allowance for the initial increment of such replacement and additional buses has been made in Phase 2 of the program, and, beyond this, a fund has been programmed out of which later bus purchases will be made. The annual allocations to this bus replacement fund are shown in the financing plan summary. (Section 6.3)

6.2 SOURCES OF FUNDS

The comprehensive plan includes three primary sources of funds to meet capital and annual costs. These are:

- a. Revenues derived from system operations including fare revenues and concession revenues;
- b. Revenues derived by operation of the "Rapid Transit Contract and Assistance Agreement", providing to the Authority proceeds of the retail sales and use tax levied for rapid transit purposes; and
- c. Federal aid under the provisions of the Urban Mass Transportation Assistance Act of 1964, as amended, and other Federal law.

There may be other more minor income to the Authority, such as interest on short-term invested funds, interim rents from properties acquired, parking fees, and insurance dividends, but the financing plan does not rely on other than the three primary sources of funds enumerated above and explained below.

6.2.1 Fare and Concession Revenues. Under the Authority's present policy, fares to be charged to users of any segment of the comprehensive transit plan are to be uniform and equal regardless of trip length, transfers made, or component of the system used. Furthermore, the policy is one of low fares, virtually removing any cost barrier to use of the system. Estimates of the annual income to be derived from the fare box under this policy and to be reasonably expected from concessionaires were made. The fare schedule applied to the patronage figures is that publicly declared by the Authority on August 9, 1971. This gross fare income increment is tabulated in Section 6.3, herein.

6.2.2 Retail Sales and Use Tax. Operation of the "Rapid Transit Contract and Assistance Agreement" will produce the proceeds of the statutory retail sales and use tax as it may be applied for rapid transit purposes. The Authority and its financial consultants derived an annual forecast of such proceeds based on a reasonable projection of retail sales volume and value over the period covered by the financing plan. The annual revenues from this tax source are listed in Section 6.3, herein.

- 6.2.3 Federal Aid. The financing plan includes Federal capital grants in aid to the value of two-thirds of the system capital cost. Under existing Federal laws - Urban Mass Transportation Act of 1964, as amended, and Urban Mass Transportation Assistance Act of 1970 - the Urban Mass Transportation Administration, U.S. Department of Transportation, may make such grants to qualified public agencies. The Authority and its comprehensive plan qualify for this assistance, as agreed by Federal authorities.

The Authority's plan of development and capital outlays for construction and rolling stock spans more than eight years, 1972 to 1980 inclusive. Established Federal policy of aid to the development of new and improved mass transit systems supports the projected Federal participation in the Authority's project. The Federal government operates on a fiscal year basis and only annual budgets and appropriations are made in support of the longer range policies. Under this system there can be no "guarantee" of the anticipated Federal support to the Authority's plan nor to most other Federally aided improvements, including the region's highway program. It is, however, well within all reasonable expectations, based on established and recorded Federal policy and attitude, in both the Executive and Legislative branches of the government, that the Federal share of financing indicated in Section 6.3 will indeed be available on schedule.

Without the impossible guarantee of Federal aid to the extent and on the schedule set forth in Section 6.3, a test was made of the feasibility of a less extensive system, or one achieved at a later date than now scheduled, in the event that the Federal aid expectations defined herein were not fully met. The conclusions drawn were that:

- a. Well within the financial capacity established by fare revenues and retail sales and use tax revenues, there is a set of lesser scope systems which are viable and feasible of accomplishment.

- b. The accomplishment of public ownership of the surface bus system and improvement of its service, operations and equipment, as contemplated in the immediate-action program, is in itself feasible and well within just locally-derived financial resources.
- c. The outlook for substantial Federal aid as capital grants at levels which other operating systems are now experiencing under today's levels of appropriations is excellent, and such funds, augmenting the locally-derived monies, broaden the band of feasible systems which can surely be accomplished by the Authority.
- d. Where necessary or at times necessary, the Authority can proceed to spend higher ratios of local funds, not fully matched by Federal funds of double value, and receive full credit toward later fully-matched Federal funds, once a prior Federal ruling of "no-prejudice" is obtained.

6.3 FINANCING PLAN

The Authority's plan of financing the comprehensive transit proposal is a blending of work by many experts, including economists, financial consultants, bond counsel, general counsel, and other advisors. Inputs to the financing plan itself were the funds drawdown requirements to meet the capital expenditures, the annual cost of operations, the projected needs for an equipment replacement reserve, and, on the income side, the projection of sales tax revenues, fare revenues, and possible Federal grants.

The development of a financing plan required enlistment of available monies plus short-term borrowed capital to meet the annual costs, including capital cost outlays. As short-term borrowing entered the picture, a cost of borrowed money - interest - was added to the liability side. It became clear that no long-term bonded indebtedness would be needed but that short-term borrowing was necessary if the desired schedule of development was to be met.

The interplay of funding requirements and eligible sources of funds was complex, because certain funds were earmarked for limited purposes and these stipulations had to be carefully honored in the plan. For example, under Federal law Federal aid is not currently available to offset operating deficits nor to pay interest on borrowed money, and these costs must be met entirely by locally-derived funds. Also, under the Authority's Act, after the tenth year, sales tax revenues cannot be applied to subsidize operations in excess of 50 per cent of operating cost, exclusive of depreciation and amortization. These and other restrictions were reflected in developing the financing plan.

Table 7 summarizes the financing plan. It presents the annual costs and funding requirements over the 15-year period of financing. It indicates what income is expected from each source and how those funds are applied. It shows that by the fifteenth year (1987) the outstanding debt is paid off and that a small financing contingency of \$46.2 million has been included. In further summary the essence of the 15-year financing plan is as follows:

Sales Tax Income	\$1,037,700,000
Fare Income	355,200,000
Total Local Revenue	<u>\$1,392,900,000</u>
Federal Grants	947,300,000
Total Income	<u>\$2,340,200,000</u>
Operating Expenses	\$ 719,400,000
Equipment Replacement	73,600,000
Capital Cost	1,421,000,000
Interest	80,000,000
Financing Contingency	46,200,000
Total Expenditures	<u>\$2,340,200,000</u>

APPENDIX

TABLE A-1. — TYPE OF CONSTRUCTION

LINE NAME	LENGTH OF LINE IN FEET			
	AERIAL STRUCTURE	AT-GRADE CONSTRUCTION	SUBWAY	TOTAL
	<u>RAIL RAPID TRANSIT COMPONENT</u> —			
Central Line	-	-	19,875	19,875
Northeast Line	19,685	54,405	-	74,090
Northwest Line	3,770	1,715	3,655	9,140
South Line	42,295	18,170	460	60,925
Southwest Branch	12,040	-	-	12,040
West Line	5,300	23,620	7,380	36,300
Proctor Creek Branch	3,970	12,560	2,770	19,300
East Line	13,780	29,430	12,160	55,370
Interline Connection	3,900	5,935	-	9,835
RAIL TOTALS	104,740	145,835	46,300	296,875
	<u>RAPID BUSWAY COMPONENT</u> —			
North Atlanta	2,500	22,500	-	25,000
East Atlanta	780	16,420	-	17,200
Tucker - N. DeKalb	2,000	31,700	-	33,700
BUSWAY TOTALS	5,280	70,620	-	75,900

TABLE A-2. — STATIONS AND PARKING

<u>STATION NAME</u>	<u>TYPE</u>	<u>SPACING IN MILES</u>	<u>MILES TO FIVE POINTS</u>	<u>PARKING - CARS</u>	
				1983	1995
— RAIL RAPID TRANSIT COMPONENT —					
— <u>CENTRAL LINE</u> —					
1. Garnett Street	Subway		0.36	0	0
2. Five Points	Subway	0.36	0	0	0
3. Cain Street	Subway	0.54	0.54	0	0
4. Civic Center	Subway	0.45	0.99	0	0
5. North Avenue	Subway	0.41	1.40	0	0
6. Tenth Street	Subway	0.62	2.02	0	0
7. Pershing Point	Subway	0.55	2.57	0	0
— <u>NORTHEAST LINE</u> —					
(Pershing Point)					
8. Lindbergh Drive	Aerial	2.50	5.07	250	250
9. Piedmont Road	Grade	0.55	5.62	825	1,100
10. Lenox Road	Grade	1.67	7.29	970	1,195
11. Brookhaven	Aerial	1.43	8.72	1,100	1,300
12. Chamblee	Grade	2.69	11.41	1,150	1,580
13. Doraville	Grade	3.07	14.48	2,000	2,000
14. Norcross	Grade	2.53	17.01	3,000	3,000
— <u>NORTHWEST LINE</u> —					
(Pershing Point)					
15. Peachtree-26th	Subway	1.19	3.76	0	0
16. Northside Drive	Grade	0.90	4.67	1,275	1,500

Table A-2. cont'd.

<u>STATION NAME</u>	<u>TYPE</u>	<u>SPACING IN MILES</u>	<u>MILES TO FIVE POINTS</u>	<u>PARKING - CARS</u>	
				1983	1995
- <u>SOUTH LINE</u> -					
(Garnett Street)					
17. West End	Aerial	1.43	1.79	315	315
18. Oakland City	Grade	1.56	3.35	710	710
19. Lakewood Avenue	Aerial	1.13	4.48	1,200	1,200
20. East Point	Aerial	1.88	6.36	1,210	1,500
21. Atlanta Airport	Aerial	1.79	8.15	300	300
22. Hapeville	Aerial	1.19	9.34	510	510
23. Forest Park	Grade	2.44	11.78	1,550	1,550
- <u>SOUTHWEST BRANCH</u> -					
(East Point)					
24. College Park	Aerial	2.18	8.54	2,000	2,000
- <u>WEST LINE</u> -					
(Five Points)					
25. Vine City	Aerial	0.84	0.84	90	90
26. Ashby Street	Subway	0.65	1.49	220	220
27. West Lake Avenue	Grade	1.67	3.16	580	750
28. Hightower Road	Aerial	1.46	4.62	1,090	1,650
29. Fairburn Road	Grade	2.21	6.83	1,430	1,430

<u>STATION NAME</u>	<u>TYPE</u>	<u>SPACING IN MILES</u>	<u>MILES TO FIVE POINTS</u>	<u>PARKING - CARS</u>	
				1983	1995
— <u>PROCTOR CREEK BRANCH</u> —					
(Ashby Street)					
30. Bankhead Highway	Grade	1.36	2.65	100	100
31. Perry Homes	Grade	1.97	4.82	300	300
— <u>EAST LINE</u> —					
(Five Points)					
32. Georgia State Univ.	Grade	0.40	0.40	0	0
33. Grant Street	Aerial	0.61	1.01	270	270
34. Moreland Avenue	Grade	1.46	2.47	520	520
35. Candler Park	Grade	0.85	3.32	800	1,240
36. East Lake Drive	Grade	1.66	4.98	1,140	1,630
37. Decatur	Subway	1.27	6.25	0	0
38. Avondale	Grade	0.83	7.08	820	1,170
39. Memorial Drive	Grade	1.86	8.94	2,510	2,510
40. Indian Creek	Grade	1.22	10.16	3,000	3,000
— <u>BUSWAY STATIONS</u> —					
NORTH ATLANTA BUSWAY					
Sandy Springs Station				1,600	1,600
EAST ATLANTA BUSWAY					
Thomasville Station				1,000	1,000
TUCKER - NORTH DEKALB BUSWAY					
North Druid Hills Road Station				600	600

**ELEVENTH AMENDMENT TO RAPID TRANSIT
CONTRACT AND ASSISTANCE AGREEMENT**

THIS AMENDMENT made and entered into as of the 29th day of August, 1990, by, between and among Fulton County, a political subdivision of the State of Georgia (hereinafter sometimes called "Fulton"), DeKalb County, a political subdivision of the State of Georgia (hereinafter sometimes called "DeKalb"), the City of Atlanta, a municipal corporation of the State of Georgia (hereinafter sometimes called "Atlanta"), and the Metropolitan Atlanta Rapid Transit Authority (hereinafter sometimes called the "Authority"), a public body corporate and a joint instrumentality of Fulton, DeKalb, Clayton County, Gwinnett County and Atlanta, organized and existing under an Act of the General Assembly of the State of Georgia, approved March 10, 1965, Ga. Laws 1965, p. 2243 (said Act having been amended by an Act of said General Assembly approved March 4, 1966, Ga. Laws 1966, p. 3264, by an Act approved March 16, 1971, Ga. Laws 1971, p. 2082, by an Act approved March 16, 1971, Ga. Laws 1971, p. 2092, by an Act approved March 17, 1973, Ga. Laws 1973, p. 141, by an Act approved March 21, 1974, Ga. Laws 1974, p. 2608, by an Act approved March 21, 1974, Ga. Laws 1974, p. 2617, by an Act approved March 21, 1974, Ga. Laws 1974, p. 2627, by an Act approved February 20, 1976, Ga. Laws 1976, p. 217, by an Act approved March 24, 1976, Ga. Laws 1976, p. 3092, by an Act approved March 24, 1976, Ga. Laws 1976, p. 3098, by an Act approved March 24, 1976, Ga. Laws 1976, p. 3104, by an Act approved March 31, 1976, Ga. Laws 1976, p. 3407, by an Act approved March

23, 1977, Ga. Laws 1977, p. 724, by an Act approved March 30, 1977, Ga. Laws 1977, p. 1211, by an Act approved April 8, 1977, Ga. Laws 1977, p. 1312, by an Act approved April 16, 1979, Ga. Laws 1979, p. 4634, by an Act approved March 25, 1980, Ga. Laws 1980, p. 3831, by an Act approved March 27, 1980, Ga. Laws 1980, p. 4333, by an Act approved April 7, 1981, Ga. Laws 1981, p. 4289, by an Act approved April 12, 1982, Ga. Laws 1982, p. 3707, by an Act approved April 20, 1982, Ga. Laws 1982, p. 5101, by an Act approved March 18, 1983, Ga. Laws 1983, p. 764, by an Act approved March 29, 1983, Ga. Laws 1983, p. 1079, by an Act approved March 29, 1983, Ga. Laws 1983, p. 1087, by an Act approved March 14, 1985, Ga. Laws 1985, p. 3609, by an Act approved March 14, 1986, Ga. Laws 1986, p. 3756, by an Act approved March 20, 1986, Ga. Laws 1986, p. 4115, by an Act approved January 29, 1988, Ga. Laws 1988, p. 3510, by an Act approved April 11, 1988, Ga. Laws 1988, p. 5013, by an Act approved April 12, 1988, Ga. Laws 1988, p. 5023, by an Act approved March 30, 1989, Ga. Laws 1989, p. 4313, by an Act approved March 13, 1990, Ga. Laws 1990, p. 3860, and, as the same may hereafter be amended (hereinafter sometimes referred to as the "Act").

W I T N E S S E T H T H A T :

WHEREAS, the Authority, Atlanta, Fulton and DeKalb have previously entered into a Rapid Transit Contract and Assistance Agreement as of the First day of September, 1971 (hereinafter called the "Contract"), which sets forth and delineates the

respective duties, obligations and commitments of the parties hereto to each other with respect to construction, development and implementation of the Authority's rapid transit system (hereinafter called the "System") and incorporates by reference the Engineering Report dated September, 1971, which embodies preliminary plans and recommendations for the acquisition and construction of the System; and

WHEREAS, Section 4(d) of the Contract recognizes and contemplates that changes to the System from that embodied in the Engineering Report may from time to time become desirable, and makes provision pursuant to Section 5 of the Contract for procedures to effectuate approval by Fulton, DeKalb and Atlanta of any substantial deviation from the Engineering Report; and

WHEREAS, the Authority, Atlanta, Fulton and DeKalb in accordance with Section 4(d) and 5 of the Contract have previously accomplished certain amendments to the Contract and changes to the System as embodied in the First Amendment to the Contract effective as of December 21, 1973, the Second Amendment thereto, effective as of April 15, 1974, the Third Amendment thereto, effective as of August 21, 1974, the Fourth Amendment thereto, effective as of October 10, 1978, the Fifth Amendment thereto, effective as of September 11, 1979, the Sixth Amendment thereto, effective as of May 27, 1980, the Seventh Amendment thereto, effective as of October 1, 1980, the Eighth Amendment thereto, effective May 18,

1983, the Ninth Amendment thereto, effective February 10, 1987, and the Tenth Amendment thereto, effective January 26, 1988; and

WHEREAS, on August 3, 1990, the Authority adopted certain changes to the System which constitute substantial deviations from the Engineering Report, as described in Exhibit A attached hereto; and

WHEREAS, the substantial deviations from the Engineering Report, as described in the aforesaid Exhibit "A," involve the extension of the System into Gwinnett County (hereinafter sometimes called "Gwinnett"); and

WHEREAS, Gwinnett is not a part of the Metropolitan Area as defined in the Contract; and

WHEREAS, on August 3, 1990, the Authority determined, pursuant to Section 1(f) of the Contract, that no financial advantage over the parties to this Contract has accrued or will accrue to any local government not a party to the Contract, including, without limitation, Gwinnett, by virtue of the changes to the Engineering Report as provided in the aforesaid Exhibit "A;" and

WHEREAS, Section 2(d) of the Contract, as amended, provides that Fulton and DeKalb shall levy a retail sales and use tax for rapid transit purposes at the maximum rate permitted by law from

time to time during the full term of the Contract, and refers to the maximum rate of said tax as one percent until June 30, 2012 and at a maximum rate of one-half of one percent thereafter; and

WHEREAS, the Georgia Assembly by Act 779 (H.B. 1502), approved March 13, 1990, Ga. Laws 1990, p. 3860 amended Section 25 of the Act to provide that the maximum rate of said tax shall be one percent until and including June 30, 2032 and shall be reduced to one-half of one percent thereafter; and

WHEREAS, on August 3, 1990, the Authority adopted a resolution approving certain amendments to the text of the Contract and certain amendments to the term of the Contract; and

WHEREAS, pursuant to said Sections 4(d) and 5 of the Contract, approval by Fulton, DeKalb and Atlanta of said substantial deviations, said changes to the Engineering Report and said amendments to the text and the term of the Contract were given by appropriate and duly adopted resolutions, by DeKalb on August 14, 1990, by Fulton on August 29, 1990, and by Atlanta on September 4, 1990; and

WHEREAS, pursuant to Section 1(f) of the Contract, extension of the System beyond the Metropolitan Area as defined by the Contract in the manner set forth in the aforesaid Exhibit "A" was approved by appropriate and duly adopted resolutions, by DeKalb on

August 14, 1990, by Fulton on August 29, 1990, and by Atlanta on September 4, 1990; and

WHEREAS, pursuant to the said resolutions of approval and in accordance with the desires of the parties, Fulton, DeKalb, and Atlanta and the Authority hereby incorporate, establish and bind each other to such amendments to the Contract and the Engineering Report and provide evidence of mutual agreement thereto.

NOW, THEREFORE, in consideration of the premises and the undertakings hereinafter set forth, Fulton, DeKalb, Atlanta and the Authority, each acting by and through its authorized officers, pursuant to a resolution or ordinance duly adopted and properly passed by its governing body, covenant and agree as follows:

Section 1. Fulton, DeKalb, Atlanta and the Authority do hereby amend the Contract and the Engineering Report so as to reflect certain substantial deviations from the Engineering Report as more fully described in Exhibit "A" attached hereto and by this reference made a part hereof, which involve the extension of the System into Gwinnett, including the addition of three stations and a storage facility.

It is agreed that such changes constitute substantial deviations from the Engineering Report and, as required by the Contract, have been appropriately and duly approved.

Section 2. The Engineering Report shall be deemed modified to the extent, and only to the extent, as is specifically provided in Exhibit "A" attached hereto. Any specific term or provision of Exhibit "A" shall prevail over any inconsistent general or specific term or provision of the Engineering Report.

Section 3. It is agreed by and between Fulton, DeKalb, Atlanta and the Authority that the amendment to the Engineering Report agreed to in Sections 1 and 2 of this Eleventh Amendment to the Contract will extend the System beyond the Metropolitan Area as defined in the Contract. Fulton, DeKalb and Atlanta specifically approve the aforesaid extension of the System beyond the Metropolitan Area, and the Authority, Fulton, DeKalb and Atlanta hereby agree that no financial advantage over the parties to this Contract has accrued or will accrue to any local government not a party to the Contract, including without limitation, Gwinnett, by virtue of the aforesaid extension beyond the Metropolitan Area.

Section 4. Atlanta, Fulton and DeKalb hereby ratify and approve all acts which the Authority may have taken heretofore and all expenditures of funds which the Authority may have made heretofore in preparing to undertake the acquisition, construction, improvement, operation and maintenance of that portion of the System described in Exhibit "A" attached hereto.

Section 5. Fulton, DeKalb, Atlanta and the Authority all recognize that while Fulton, DeKalb, Atlanta and the Authority are the only present parties to the Contract, Gwinnett and the Authority have entered into a Rapid Transit Contract to provide for the extension of the System into Gwinnett as described in Exhibit "A." Fulton, DeKalb, Atlanta and the Authority hereby approve said Rapid Transit Contract, and further agree that upon the approval of said Rapid Transit Contract by a majority of the qualified voters of Gwinnett, Gwinnett shall become a party to the Contract and all references to Gwinnett in the Contract, as amended, shall have full force and effect.

Section 6. Fulton, DeKalb, Atlanta and the Authority do hereby amend the second sentence of Subsection 2(d) of the Contract, as amended, by inserting after the following:

"and as further amended by Act 449 (H.B. 339) approved March 29, 1983 (Ga. Laws 1983, p. 1079),"

the following:

"and as further amended by Act 779 (H.B. 1502) approved March 13, 1990 (Ga. Laws 1990, p. 3860),"

and by striking the following:

"until June 30, 2012,"

and by inserting in lieu thereof the following:

"until and including June 30, 2032,"

so that when amended, the second sentence of Subsection 2(d) of the Contract shall read as follows:

"It is understood and agreed that the Act of the General Assembly of the State of Georgia approved March 16, 1971 (Ga. Laws 1971, p. 2082), as amended by Act 623 (H.B. 515) approved April 16, 1979 (Ga. Laws 1979, p. 4634), and as further amended by Act 449 (H.B. 339) approved March 29, 1983 (Ga. Laws 1983, p. 1079), and as further amended by Act 779 (H.B. 1502) approved March 13, 1990 (Ga. Laws 1990, p. 3860), which authorizes the levy of the aforesaid retail sales and use tax for rapid transit purposes, provides for a maximum rate of taxation of one percent until and including June 30, 2032 and at a maximum rate of one-half of one percent thereafter and that, to the fullest extent permitted by law, those entities which, from time to time, shall lend monies to the Authority shall be deemed to have relied for repayment security on this contract and agreement and they shall be third party beneficiaries hereof, such reliance relating particularly to the covenants of Fulton, DeKalb, Clayton and Gwinnett hereby expressed that the rates of taxation to be levied during the full

term of this contract and agreement shall not be less than the maximum rates now set forth in the aforesaid Act."

Section 7. Fulton, DeKalb, Atlanta and the Authority recognize and acknowledge that while the Constitution and laws of the State of Georgia authorize a term of the Contract not to exceed fifty years, the Contract presently will expire at midnight on August 31, 2021. Fulton, DeKalb, Atlanta and the Authority hereby agree that the term of the Contract shall be extended to the maximum term authorized by law, and that the term of the Contract, as extended, shall expire at midnight on July 31, 2040.

Section 8. The effective date of this amendment to the Contract and Engineering Report is August 29, 1990, said amendment having been approved on or before that date by a majority of Fulton, DeKalb and Atlanta.

IN WITNESS WHEREOF, the parties hereto, each acting through its duly authorized officer, have caused this Eleventh Amendment to Rapid Transit Contract and Assistance Agreement to be executed in several counterparts, each of which may be considered an original

without the presentation of the others, as of the day and year first above written.

APPROVED AS TO FORM:

Susan Forsling
County Attorney

FULTON COUNTY

BY: [Signature]
Chairman, Board of Commissioners

ATTEST:

Avarita L. Hanson
Clerk

APPROVED AS TO FORM:

[Signature]
County Attorney

DEKALB COUNTY

BY: [Signature]
Chief Executive Officer

ATTEST:

[Signature]
Clerk, Board of Commissioners

APPROVED AS TO FORM:

City Attorney

CITY OF ATLANTA

BY: _____
Mayor

ATTEST:

City Clerk

ITEM # 649, SCM 812990

APPROVED AS TO FORM:

Charles R. Rusley
Authority Attorney

METROPOLITAN ATLANTA RAPID
TRANSIT AUTHORITY

BY: Bennett W. Legaw
General Manager

ATTEST:

Marcia W. Ridley
Secretary

EXHIBIT A
1990 AMENDMENT TO
METROPOLITAN ATLANTA RAPID TRANSIT PLAN

The Report summarizing the comprehensive transit plan for the Atlanta Metropolitan Area and referred to in the Rapid Transit Contract and Assistance Agreement by and between the Metropolitan Atlanta Rapid Transit Authority, the City of Atlanta, Fulton County, and DeKalb County as the "Engineering Report," dated September, 1971, as amended, is hereby further amended as follows:

1. Extension of the Northeast Line to and within Gwinnett County (the "Gwinnett Extension").

The following new Section 2.1.1.2a is added following the last paragraph of Section 2.1.1.2:

2.1.1.2a Gwinnett Extension. The Gwinnett Extension rail component is a continuation of the Northeast Line running from the tail tracks north of Doraville Station at-grade along the Southern Railway tracks and Buford Highway to Jimmy Carter Boulevard. The Norcross/Peachtree Corners Station is located 3.9 miles north of Doraville Station in the southwest corner of the intersection of Jimmy Carter Boulevard and Buford Highway. This station is an open-cut subgrade design and will have a 2-level parking deck for 1,100 cars, with land purchased to allow for expansion to a total of 2,100 cars.

The line continues north, crossing Buford Highway into the Georgia Power transmission line corridor. The line continues parallel to this corridor on the north side until it reaches Beaver Ruin Road. The line then turns east along the north side of Beaver Ruin Road on aerial structure within the Georgia Department of Transportation right-of-way to a station adjacent to the Georgia Department of Transportation park/ride lot at Indian Trail and Interstate Highway 85 (hereinafter called "I-85"). The Indian Trail Station initially will have space for 1,350 cars, 500 of which are in the existing park/ride lot. Land will be purchased to allow for expansion to accommodate 2,600 cars. This aerial station will be approximately 3.0 miles north of the Norcross/Peachtree Corners Station and will serve as the main commuter station for the I-85 corridor.

The line continues north along I-85 at-grade to Steve Reynolds Boulevard, where it turns west across the Georgia Power Transmission lines to the north side, and passes under Pleasant Hill Road to an open-cut subgrade station site east of Gwinnett Place Mall inside the southeast corner of Ring Road. A parking lot for 550 cars will be provided for local rail line patrons, reflecting the function of Gwinnett Place Station as a major destination station. This station is 3.2 miles north of Indian Trail Station.

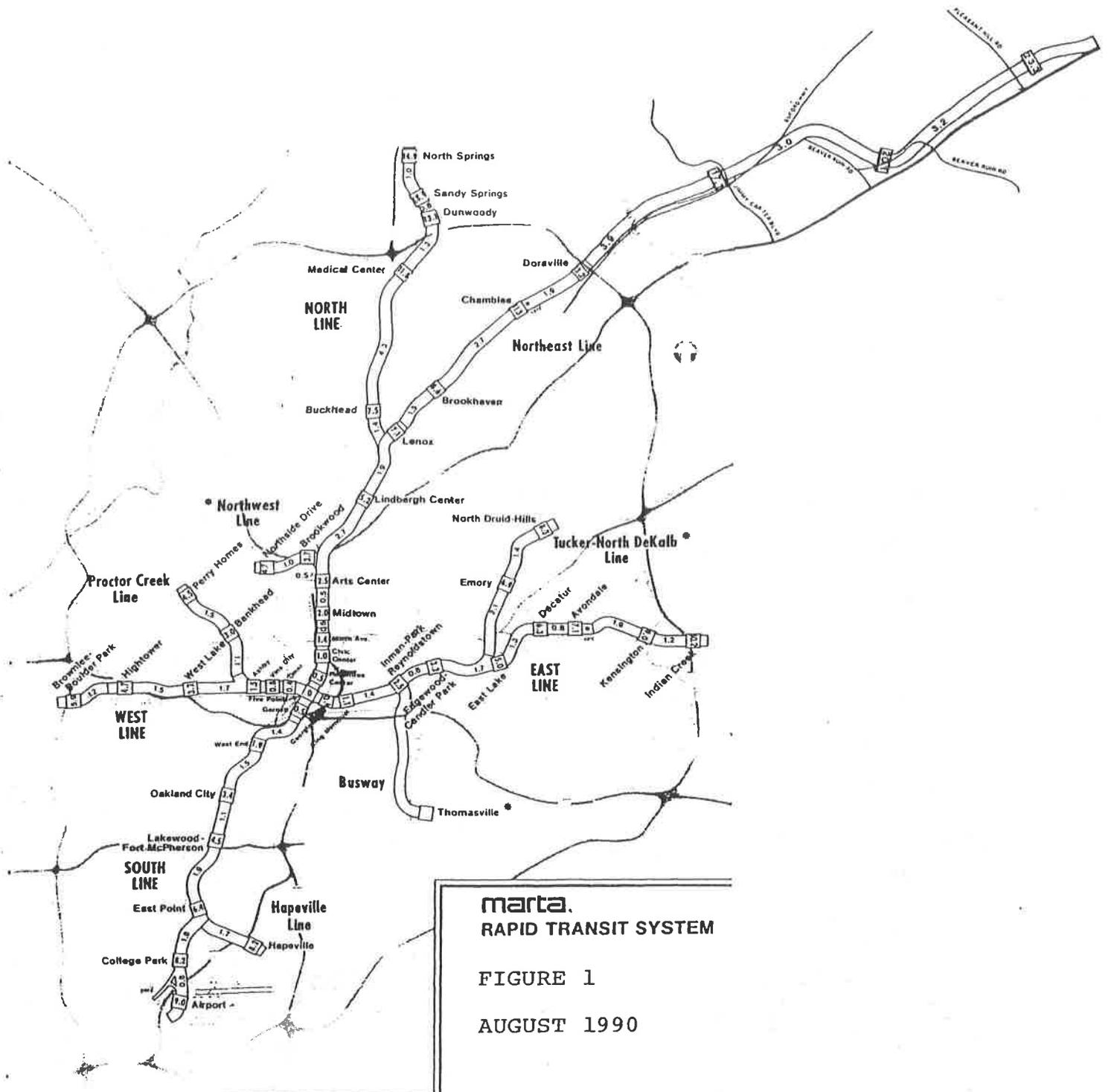
The line continues north to a storage facility north of Old Norcross Road between Satellite Boulevard and I-85. Storage for 88 rail cars will be provided along with a car washer and an operator dispatch facility.

2. Addition to the sequence of construction of the System.

The following new subsection h. is added to Paragraph 5, Phase "E" of Section 5.2 SEQUENCE OF CONSTRUCTION:

h. The Gwinnett Extension.

3. Delete Figure 1 attached to Exhibit A of the Tenth Amendment to the Rapid Transit Contract and Assistance Agreement and substitute a new Figure 1, dated August, 1990 (which is attached hereto).



marta.
RAPID TRANSIT SYSTEM

FIGURE 1
AUGUST 1990

⊙ Alternative Alignments and/or Station Locations under study

11 — Mileage From Five Points

0 — Mileage Between Stations or Junctions

Scale in Miles

**TWELFTH AMENDMENT TO RAPID TRANSIT CONTRACT
AND ASSISTANCE AGREEMENT**

THIS AMENDMENT, made and entered into as of the 24th day of April, 2007, by, between, and among Fulton County, a political subdivision of the State of Georgia (hereinafter sometimes called "Fulton"), DeKalb County, a political subdivision of the State of Georgia (hereinafter sometimes called "DeKalb"), the City of Atlanta, a municipal corporation of the State of Georgia (hereinafter sometimes called "Atlanta"), and the Metropolitan Atlanta Rapid Transit Authority (hereinafter sometimes called the "Authority"), a public body corporate and a joint instrumentality of Fulton, DeKalb, Clayton County, Gwinnett County, and Atlanta, organized and existing under an Act of the General Assembly of the State of Georgia, approved March 10, 1965, (Ga. L. 1965, p. 2243), said Act having been amended by an Act of the General Assembly approved March 4, 1966, (Ga. L. 1966, p. 3264), by an Act approved March 16, 1971, (Ga. L. 1971, p. 2082), by an Act approved March 16, 1971, (Ga. L. 1971, p. 2092), by an Act approved March 17, 1973, (Ga. L. 1973, p. 141), by an Act approved March 21, 1974, (Ga. L. 1974, p. 2617), by an Act approved March 21, 1974, (Ga. L. 1974p, 2627), by an Act approved February 20, 1976, (Ga. L. 1976, p. 3092), by an Act approved March 24, 1976, (Ga. L. 1976, p. 3098), by an Act approved March 24, 1976, (Ga. L. 1976, p. 3098), by an Act approved March 24, 1976, (Ga. L. 1976, p. 3104), by an Act approved March 31, 1976, (Ga. L. p. 3407, by an Act approved March 23, 1977, (Ga. L. 1977, p. 724), by an Act approved March 30, 1977, (Ga. L. 1977, p. 1211), by an Act approved April 8, 1977, (Ga. L. 1977, p. 1312), by an Act approved April 16, 1979, (Ga. L. 1979, p. 4634), by an Act approved March 27, 1980, (Ga. L. 1980, p. 3831), by an Act approved March 27, 1980, (Ga. L. 1980, p. 4333), by an Act approved April 7, 1981, (Ga. L. 1981, p. 4289), by an Act approved April 20, 1982, (Ga. L. 1982, p. 5101), by an Act approved March 18, 1983, (Ga. L. 1983, p. 764), by an Act approved March 14, 1985, (Ga. L. 1985, p. 3609), by an Act approved March 14, 1986, (Ga. L. 1986, p. 3756), by an Act approved March 20, 1986,

(Ga. L. 1986 p. 4115), by an Act approved January 29, 1988, (Ga. L. 1988, p. 3510), by an Act approved April 11, 1988, (Ga. L. 1988, p. 5013), by an Act approved April 12, 1988, (Ga. L. 1988, p. 5023), by an Act approved March 30, 1989, (Ga. L. 1989, p. 4313), by an Act approved March 13, 1990, (Ga. L. 1990, p. 3860), by an Act approved April 4, 1991 (Ga. L. 1991, p. 4626), by an Act approved April 11, 1991 (Ga. L. 1991, p. 4755), by an Act approved April 11, 1991 (Ga. L. 1991, p. 4761), by an Act approved April 7, 1992 (Ga. L. 1992, p. 5690), by an Act approved April 9, 1993 (Ga. L. 1993, p. 5251), by an Act approved April 8, 1994 (Ga. L. 1994, p. 4952), by an Act approved April 8, 1994 (Ga. L. 1994, p. 4959), by an Act approved April 1, 1996 (Ga. L. 1996, p. 3717), by an Act approved April 8, 1996 (Ga. L. 1996, p. 4314), by an Act approved March 27, 1998 (Ga. L. 1998, p. 3561), by an Act approved April 14, 1998 (Ga. L. 1998, p. 4450), by an Act approved April 19, 2000 (Ga. L. 2000, p. 4492), by an Act approved May 1, 2000 (Ga. L. 2000, p.4567), by an Act approved May 10, 2002 (Ga. L. 2002, p. 5683), by an Act approved May 10, 2002 (Ga. L. 2002, p. 5690), by an Act approved May 10, 2002 (Ga. L. 2002, p. 5698), by an Act approved June 4, 2003 (Ga. L. 2003, p. 4740), by an Act approved April 27, 2006 (Ga. L. 2006, p. 3746), and by an Act approved April 27, 2006 (Ga. L. 2006 p.3751)(hereinafter sometimes referred to as the "Act");

WITNESSETH THAT:

Whereas, the Authority, Atlanta, Fulton, and DeKalb have previously entered into a Rapid Transit Contract and Assistance Agreement as of the first day of September, 1971 (hereinafter called the "Contract"), which sets forth and delineates the respective duties, obligations, and commitments of the parties hereto to each other with respect to construction, development, and implementation of the Authority's rapid transit system (hereinafter called the "System") and incorporates by reference the Engineering Report dated September, 1971, which embodies preliminary plans and recommendations for the acquisition and construction of the System; and

Whereas, The Authority, Atlanta, Fulton, and DeKalb, in accordance with Sections 4(d) and 5 of the Contract, have previously made eleven amendments to the Contract making changes to the System; and

Whereas, Section 2(d) of the Contract, as heretofore amended, provides that Fulton and DeKalb shall levy a retail sales and use tax for rapid transit purposes at the maximum rate permitted by law from time to time during the full term of the Contract, and recites that the maximum rate of the said tax shall be one percent until June 30, 2032, and one-half of one percent thereafter; and

Whereas, the General Assembly by an Act (H.B. 1615) approved March 16, 2000, amended Section 25 of the Act to provide that the maximum rate of the said tax shall be one percent until and including June 30, 2047, and shall thereafter be reduced to one-half of one percent; and

Whereas, the Authority, Atlanta, Fulton, and DeKalb desire to amend Section 2(d) of the Contract to conform to the said amendment of Section 25 of the Act, and to extend the term of the Contract until April 24, 2057; and

Whereas, the Authority, Atlanta, Fulton, and DeKalb desire to amend the Engineering Report to: add a Bus Rapid Transit segment to extend west from the Hamilton E. Holmes Station, formerly the Hightower Station, within the I-20 West highway facility, to stations located at the interchange of I-20 and MLK, Jr. Drive and the southwest quadrant of the interchange of I-20 and Fulton Industrial Boulevard; and to include the alignment for the I-20 East Bus Rapid Transit segment to extend from the Garnett Station to an area in the vicinity of the Mall at Stonecrest in DeKalb County; and to include a Beltline Corridor encompassing the Downtown and Midtown areas of Atlanta along the existing Southern Railway, Atlanta and West Point Railroad, Louisville and Nashville Railroad and Seaboard Air Line Railroad rights-of-way; and to include a transit segment in the Clifton corridor connecting the Lindbergh Center Station to the Emory University Campus.

Whereas, on February 5, 2007, the Authority adopted the aforesaid changes to the System and amendments to the Contract and the Engineering Report as described in Exhibit A attached hereto; and

Whereas, pursuant to Sections 4(d) and 5 of the Contract, approval by Fulton, DeKalb, and Atlanta of the said amendments to the Contract and changes to the Engineering Report has been given by appropriate and duly adopted resolutions, by Atlanta on March 28, 2007, by DeKalb on April 24, 2007, and by Fulton on May 2, 2007; and

Whereas, pursuant to the said resolutions of approval and in accordance with the desires of the parties, Fulton, DeKalb, Atlanta, and the Authority hereby incorporate, establish, and bind each other to such amendments to the Contract and to the Engineering Report and provide evidence of their mutual agreement thereto:

NOW THEREFORE, in consideration of the premises and the undertakings hereinafter set forth, Fulton, DeKalb, Atlanta, and the Authority, each acting by and through its authorized officers, pursuant to a resolution or ordinance duly adopted and properly passed by its governing body, covenant and agree as follows:

Section 1. Fulton, DeKalb, Atlanta, and the Authority do hereby amend the second sentence of Subsection 2(d) of the Contract, as heretofore amended, by inserting after the following:

“and as further amended by Act 779 (H. B. 1502) approved March 13, 1990 (Ga. L. 1990, p. 3860,”

the following:

“and as further amended by an Act (H. B. 1615) approved March 16, 2000,”

and by striking the following”

“until and including June 30, 2032,”
and by inserting in lieu thereof the following”

“until and including June 30, 2047,”

so that when so amended the second sentence of Subsection 2(d) of the Contract shall read as follows:

“It is understood and agreed that the Act of the General Assembly of the State of Georgia approved March 16, 1971 (Ga. L. 1971, p. 2082), as amended by Act 623 (H. B. 515) approved April 16, 1979 (Ga. L. 1979, p. 4634), and as further amended by Act 449 (H. B. 339) approved March 29, 1983 (Ga. L. 1983, p. 1079), and as further amended by Act 779 (H. B. 1502) approved March 13, 1990 (Ga. Laws 1990, p. 3860), and as further amended by an Act (H. B. 1615) approved March 16, 2000 (Ga. L. 2000, p. 4567), which authorizes the levy of the aforesaid retail sales and use tax for rapid transit purposes, provides for a maximum rate of taxation of one percent until and including June 30, 2047, and at a maximum rate of one-half of one percent thereafter and that, to the fullest extent permitted by law, those entities which, from time to time, shall lend monies to the Authority shall be deemed to have relied for repayment security on this contract and agreement and they shall be third party beneficiaries hereof, such reliance relating particularly to the covenants of Fulton, DeKalb, Clayton and Gwinnett hereby expressed that the rates of taxation to be levies during the full term of this contract and agreement shall not be less than the maximum rates now set forth in the aforesaid Act.”

Section 2. Fulton, DeKalb, Atlanta, and the Authority recognize and acknowledge that while the Constitution and laws of the State of Georgia authorize a term of the Contract not to exceed fifty years, the Contract presently will expire at midnight on August 31, 2040. Fulton, DeKalb, Atlanta, and the Authority hereby agree that the term of the Contract shall be extended and is hereby extended to expire at midnight on April 24, 2057.

Section 3. Fulton, DeKalb, Atlanta, and the Authority do hereby amend the Contract and the Engineering Report so as to make and incorporate certain substantial deviations from

the Engineering Report as more fully described in Exhibit A attached hereto and by this reference made a part hereof.

It is hereby agreed that such changes constitute substantial deviations from the Engineering Report and, as required by the Contract, have been and hereby are appropriately and duly approved. It is further agreed that the final location and design of such changes in the Engineering Report shall be determined by the Authority in accordance with such approved environmental studies as may be required by State or federal law and regulations.

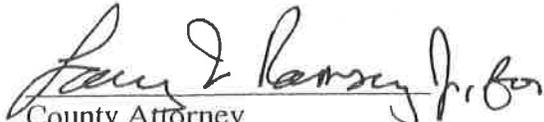
Section 4. The Engineering Report shall be deemed modified to the extent, and only to the extent, as is specifically provided herein. Any specific term or provision herein shall prevail over any inconsistent general or specific term or provision of the Engineering Report.

Section 5. The effective date of this amendment to the Contract and Engineering Report is April 24, 2007, the said amendment having been approved on or before that date by a majority of Fulton, DeKalb, and Atlanta.

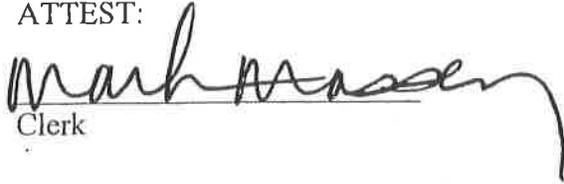
IN WITNESS WHEREOF, the parties hereto, each acting through its duly authorized officer, have caused this Amendment to the Rapid Transit Contract and Assistance Agreement to be executed in several counterparts, each of which may be considered an original without the presentation of the others, as of the day and year first above written.

[Signatures are on the following pages.]

Approved as to form:


County Attorney

ATTEST:


Clerk

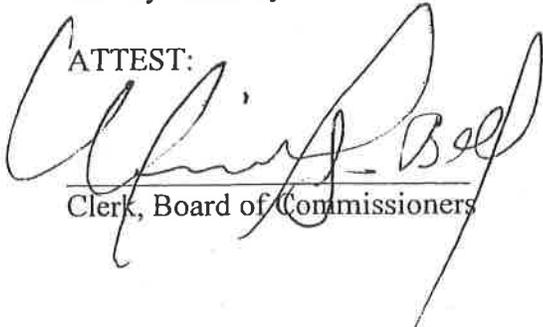
FULTON COUNTY:

By: 
Chairman, Board of
Commissioners

Approved as to form:


County Attorney

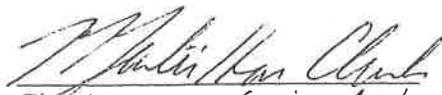
ATTEST:


Clerk, Board of Commissioners

DeKALB COUNTY:

By: 
Chief Executive Officer

Approved as to form:


City Attorney, Senior Asst.

ATTEST:

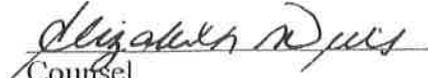

City Clerk

CITY of ATLANTA:

By: 
Mayor

Approved as to form:

METROPOLITAN ATLANTA
RAPID TRANSIT AUTHORITY:


Counsel

By: 
General Manager / CEO

ATTEST:


Secretary



EXHIBIT A
2007 AMENDMENT TO
METROPOLITAN ATLANTA RAPID TRANSIT PLAN

The report summarizing the comprehensive transit plan for the Atlanta Metropolitan Area and referred to in the Rapid Transit Contract and Assistance Agreement by and between the Metropolitan Atlanta Rapid Transit Authority, the City of Atlanta, Fulton County and DeKalb County as the "Engineering Report", dated September, 1971, as amended, is hereby further amended as follows:

1. Creation of a West Line Bus Rapid Transit (BRT)

The West Line BRT Alignment will exit from the existing Hamilton E. Holmes Station, formerly the Hightower Station, north on Hamilton E. Holmes Drive, entering into the I-20 West highway facility for approximately 2.5 miles, to a station via a direct access ramp located below the interchange of I-20 and MLK, Jr. Drive (MLK, Jr). The alignment will enter the High Occupancy (HOV) Lanes at the I-20/I-285 Interchange. From the I-20/MLK, Jr. Station, the BRT Alignment re-enters the I-20 West Facility via direct access ramps and continues for approximately 1.2 miles to a station, via direct access (HOV Only Ramps), located in the southwest quadrant of the interchange of I-20 and Fulton Industrial Boulevard.

2. I-20 East Bus Rapid Transit

The I-20 East BRT alignment begins near Garnett Station on Trinity Avenue continuing left on Garnett Street and continuing on Garnett Street before making a right on Pryor Road. The Alignment continues in street on Pryor Road before turning left at Fulton Street and entering the I-20 East Facility to diverge into the existing High Occupancy Vehicle (HOV) lanes. The Alignment continues in the HOV lanes for less than 1.5 miles before diverging across all lanes on I-20 to exit at Moreland Avenue to serve the Moreland Avenue Station. From Moreland Avenue, the alignment would continue in a new elevated busway facility. The alignment continues along the south side of I-20 East for approximately 1.0 mile passing under Maynard Terrace and Clifton Road to the Glenwood Road Station just south of Glenwood Road. The alignment will continue 2.0 miles along I-20, passing under Flat Shoals and Fayetteville Roads to the Gresham Station, east of Gresham Road. From Gresham, the alignment continues approximately 1.5 miles passing under Lloyd Road to the South DeKalb Mall Station. From South DeKalb, the busway alignment continues along I-20 for 3.1 miles, passing under Candler Road, Columbia Drive, over the I-20/I-285 interchange, and under Wesley Chapel Road to serve the Wesley Chapel Station. The alignment continues for 1.5 miles to the Miller Road Station. From Miller Road, the facility continues 3.3 miles passing under Panola Road, Fairington Drive and Evans Mill

Road to the Evans Mill Road Station. The alignment will continue approximately 1.0 miles, terminating in the vicinity of the Mall at Stonecrest in DeKalb County.

3. Creation of a BeltLine

Northeast Segment (10 Stations)

The BeltLine Corridor begins at Armour Yard and proceeds southeasterly along the Decatur Belt (Southern Railway) passing under I-85 and over the Buford connector along the east side of Ansley Park Golf Club to a station near or under Montgomery Ferry Road. The alignment continues south through McClatchey Park under Piedmont Road to a station near Ansley Mall. The alignment curves southward and continues along the east side of Piedmont Park to a station near Amsterdam Avenue. The alignment will continue under Park Drive, proceeding southeasterly to cross Monroe Drive at grade to a station between Monroe Drive and Virginia Avenue. This portion will pass under Virginia Avenue and proceed south to a station near or over Ponce de Leon Avenue, adjacent to City Hall East. The alignment continues over North Avenue and curves slightly southeasterly to a station near or over Ralph McGill Boulevard. From this point the alignment would curve southwest, under Freedom Parkway and continue to a station near or under Highland Avenue. The alignment proceeds southwesterly to an at grade station at or near Irwin Street. The line continues to a station near or under Edgewood Avenue before leaving the Decatur Belt Corridor and curving to the east to cross Airline Street and DeKalb Avenue at grade to run in-street along DeKalb Avenue to a station near the existing Inman Park-Reynoldstown Station on MARTA's East Line.

Southeast Segment (15 Stations)

This segment of the BeltLine Corridor would continue from the existing Inman Park-Reynoldstown Station on MARTA's East Line to Moreland Avenue where the line will curve sharply south to run in-street along Moreland Avenue to a station north of Hardee Street. The line continues to south to Wylie Street and curves directly west to proceed along Wylie Street at grade to a point between Flat Shoals Road and Kenyon Street where the alignment will bend south into the former Atlanta and West Point Railroad (A&WP) BeltLine Corridor. The line would continue to an at grade station south of Kirkwood Avenue. The alignment proceeds south, in-street, crossing over Memorial Drive then further to a station north of I-20 via the Glenwood-Memorial Connector. The alignment continues south to a station at or near Glenwood Avenue SE. From this station, the alignment bends slightly to the southwest, remaining in the A&WP BeltLine Corridor passing under Berne Street to a station north of Ormewood Avenue. From the Ormewood Avenue station, the alignment continues in the corridor southwesterly to a station north of Confederate Avenue. Following the existing rail corridor, the alignment would continue west to an at grade station west of Boulevard. From Boulevard the alignment would proceed slightly northwesterly to a station west of Hill Street. Leaving the Hill Street station, the corridor continues, bending slightly southwesterly to cross Milton Avenue at grade and

passing over, in parallel with CSX, Northside Drive. From Northside Drive, the alignment would continue in the northeast direction, passing under I-75 to stations at Collier and Peachtree Roads. From Peachtree, the alignment would continue, parallel to the CSX tracks along Peachtree Creek up to the Armour Yard area.

4. Clifton Corridor Segment (Lindbergh Center to Emory)

The alignment for the segment connecting Lindbergh Center area to Emory University will follow along, or in parallel, the CSXT line from the intersection of the MARTA North Line and Norfolk Southern's mainline from Gainesville to an area near Clifton Road on the campus of Emory University. Intermediate station located between Cheshire Bridge Road and Lenox is an option.

**THIRTEENTH AMENDMENT
TO RAPID TRANSIT CONTRACT
AND ASSISTANCE AGREEMENT**

THIS AMENDMENT, made and entered into as of the 5th day of November, 2008, by, between, and among Fulton County, a political subdivision of the State of Georgia (hereinafter sometimes called "Fulton"), DeKalb County, a political subdivision of the State of Georgia (hereinafter sometimes called "DeKalb"), the City of Atlanta, a municipal corporation of the State of Georgia (hereinafter sometimes called "Atlanta"), and the Metropolitan Atlanta Rapid Transit Authority (hereinafter sometimes called the "Authority"), a public body corporate and a joint instrumentality of Fulton, DeKalb, Clayton County, Gwinnett County, and Atlanta, organized and existing under an Act of the General Assembly of the State of Georgia, approved March 10, 1965, (Ga. L. 1965, p. 2243), said Act having been amended by an Act of the General Assembly approved March 4, 1966, (Ga. L. 1966, p. 3264), by an Act approved March 16, 1971, (Ga. L. 1971, p. 2082), by an Act approved March 16, 1971, (Ga. L. 1971, p. 2092), by an Act approved March 17, 1973, (Ga. L. 1973, p. 141), by an Act approved March 21, 1974, (Ga. L. 1974, p. 2617), by an Act approved March 21, 1974, (Ga. L. 1974p, 2627), by an Act approved February 20, 1976, (Ga. L. 1976, p. 3092), by an Act approved March 24, 1976, (Ga. L. 1976, p. 3098), by an Act approved March 24, 1976, (Ga. L. 1976, p. 3098), by an Act approved March 24, 1976, (Ga. L. 1976, p. 3104), by an Act approved March 31, 1976, (Ga. L. p. 3407, by an Act approved March 23, 1977, (Ga. L. 1977, p. 724), by an Act approved March 30, 1977, (Ga. L. 1977, p. 1211), by an Act approved April 8, 1977, (Ga. L. 1977, p. 1312), by an Act approved April 16, 1979, (Ga. L. 1979, p. 4634), by an Act approved March 27, 1980, (Ga. L. 1980, p. 3831), by an Act approved March 27, 1980, (Ga. L. 1980, p. 4333), by an Act approved April 7, 1981, (Ga. L. 1981, p. 4289), by an Act approved April 20, 1982, (Ga. L. 1982, p. 5101), by an Act approved March 18, 1983, (Ga. L. 1983, p. 764), by an Act approved March 14, 1985, (Ga. L. 1985, p. 3609), by an Act approved March 14, 1986, (Ga. L. 1986, p. 3756), by an Act approved March 20, 1986, (Ga. L. 1986 p. 4115), by an Act approved January 29, 1988, (Ga. L.

1988, p. 3510), by an Act approved April 11, 1988, (Ga. L. 1988, p. 5013), by an Act approved April 12, 1988, (Ga. L. 1988, p. 5023), by an Act approved March 30, 1989, (Ga. L. 1989, p. 4313), by an Act approved March 13, 1990, (Ga. L. 1990, p. 3860), by an Act approved April 4, 1991 (Ga. L. 1991, p. 4626), by an Act approved April 11, 1991 (Ga. L. 1991, p. 4755), by an Act approved April 11, 1991 (Ga. L. 1991, p. 4761), by an Act approved April 7, 1992 (Ga. L. 1992, p. 5690), by an Act approved April 9, 1993 (Ga. L. 1993, p. 5251), by an Act approved April 8, 1994 (Ga. L. 1994, p. 4952), by an Act approved April 8, 1994 (Ga. L. 1994, p. 4959), by an Act approved April 1, 1996 (Ga. L. 1996, p. 3717), by an Act approved April 8, 1996 (Ga. L. 1996, p. 4314), by an Act approved March 27, 1998 (Ga. L. 1998, p. 3561), by an Act approved April 14, 1998 (Ga. L. 1998, p. 4450), by an Act approved April 19, 2000 (Ga. L. 2000, p. 4492), by an Act approved May 1, 2000 (Ga. L. 2000, p.4567), by an Act approved May 10, 2002 (Ga. L. 2002, p. 5683), by an Act approved May 10, 2002 (Ga. L. 2002, p. 5690), by an Act approved May 10, 2002 (Ga. L. 2002, p. 5698), by an Act approved June 4, 2003 (Ga. L. 2003, p. 4740), by an Act approved April 27, 2006 (Ga. L. 2006, p. 3746), and by an Act approved April 27, 2006 (Ga. L. 2006 p.3751)(hereinafter sometimes referred to as the "Act");

WITNESSETH THAT:

Whereas, the Authority, Atlanta, Fulton, and DeKalb have previously entered into a Rapid Transit Contract and Assistance Agreement as of the first day of September, 1971 (hereinafter called the "Contract"), which sets forth and delineates the respective duties, obligations, and commitments of the parties hereto to each other with respect to construction, development, and implementation of the Authority's rapid transit system (hereinafter called the "System") and incorporates by reference the Engineering Report dated September, 1971, which embodies preliminary plans and recommendations for the acquisition and construction of the System; and

Whereas, The Authority, Atlanta, Fulton, and DeKalb, in accordance with Sections 4(d) and 5 of the Contract, have previously made twelve amendments to the Contract making changes to the System; and

Whereas, the Authority, Atlanta, Fulton, and DeKalb desire to amend the Engineering Report to: include a fixed-guideway transit extension for the I-20 East corridor featuring a segment extending from the Garnett or West End Stations, as appropriate and feasible, to an area in the vicinity of the Mall at Stonecrest in DeKalb County; and to further amend the Engineering Report to include an integrated Atlanta circulation network with initial segments in or near the Peachtree Street corridor from downtown to Midtown and segments serving the Martin Luther King, Jr. Historic District and Centennial Olympic park; and to further amend the Engineering Report to extend a fixed-guideway transit segment along Marietta Blvd corridor into northwest Atlanta; and to further amend the Engineering Report to include a fixed-guideway transit segment extending along State Route GA400 corridor from I-285 up to Windward Parkway; and to further amend the Engineering Report to include the segment of fixed-guideway transit along the northern section of the I-285 corridor within Fulton and DeKalb Counties; and to further amend the Engineering Report to include an extension of the MARTA northeast heavy rail segment from Doraville to the DeKalb County line as needed to prepare for future system expansion; and to further amend the Engineering Report to include a segment of transit (technology to be determined) extending from the College Park Station to South Fulton via the South Fulton Parkway corridor; and to further amend the Engineering report to extend the Clifton corridor from Emory University, as previously set out in the Twelfth Amendment, to the Decatur Station; and to further amend the Engineering report to include a high capacity rail project from Arts Center Station to the City of Atlanta/Fulton County line; and

Whereas, on September 15, 2008, the Authority adopted the aforesaid changes to the System and amendments to the Engineering Report.; and

Whereas, pursuant to Sections 4(d) and 5 of the Contract, approval by Fulton, DeKalb, and Atlanta of the said changes to the Engineering Report was given by appropriate and duly adopted resolutions, by Atlanta on October 6, 2008, by Fulton on November 5, 2008, and by DeKalb on November 18, 2008; and

Whereas, pursuant to the said resolutions of approval and in accordance with the desires of the parties, Fulton, DeKalb, Atlanta, and the Authority hereby incorporate, establish, and bind each other to such amendments to the Engineering Report and provide evidence of their mutual agreement thereto:

NOW THEREFORE, in consideration of the premises and the undertakings hereinafter set forth, Fulton, DeKalb, Atlanta, and the Authority, each acting by and through its authorized officers, pursuant to a resolution or ordinance duly adopted and properly passed by its governing body, covenant and agree as follows:

Section 1. Fulton, DeKalb, Atlanta, and the Authority do hereby amend the Contract and Engineering Report so as to reflect certain substantial deviations from the Engineering Report to include a fixed-guideway transit extension for the I-20 East corridor featuring a segment extending from the Garnett or West End Stations, as appropriate and feasible, to an area in the vicinity of the Mall at Stonecrest in DeKalb County; and to further amend the Engineering Report to include an integrated Atlanta circulation network with initial segments in or near the Peachtree Street corridor from downtown to Midtown and segments serving the Martin Luther King, Jr. Historic District and Centennial Olympic park; and to further amend the Engineering Report to extend a fixed-guideway transit segment along Marietta Blvd corridor into northwest Atlanta; and to further amend the Engineering Report to include a fixed-guideway transit segment extending along State Route GA400 corridor from I-285 up to Windward Parkway; and to further amend the Engineering Report to include the segment of fixed-guideway transit along the northern section of the I-285 corridor within Fulton and DeKalb Counties; and to further amend the Engineering Report to include an extension of the MARTA northeast heavy rail segment from Doraville to the DeKalb County line as needed to prepare for future system

expansion; and to further amend the Engineering Report to include a segment of transit (technology to be determined) extending from the College Park Station to South Fulton via the South Fulton Parkway corridor; and to further amend the Engineering report to extend the Clifton corridor from Emory University, as previously set out in the Twelfth Amendment, to the Decatur Station; and to further amend the Engineering report to include a high capacity rail project from Arts Center Station to the City of Atlanta/Fulton County line.

It is hereby agreed that such changes constitute substantial deviations from the Engineering Report and, as required by the Contract, have been and hereby are appropriately and duly approved. It is further agreed that the final location and design of such changes in the Engineering Report shall be determined by the Authority in accordance with such approved environmental studies as may be required by State or federal law and regulations.

Section 2. The Engineering Report shall be deemed modified to the extent, and only to the extent, as is specifically provided herein. Any specific term or provision herein shall prevail over any inconsistent general or specific term or provision of the Engineering Report.

Section 3. The effective date of this amendment to the Contract and Engineering Report is November 5, 2008, the said amendment having been approved on or before that date by a majority of Fulton, DeKalb, and Atlanta.

IN WITNESS WHEREOF, the parties hereto, each acting through its duly authorized officer, have caused this Thirteenth Amendment to the Rapid Transit Contract and Assistance Agreement to be executed in several counterparts, each of which may be considered an original without the presentation of the others, as of the day and year first above written.

[Signatures are on the following pages.]

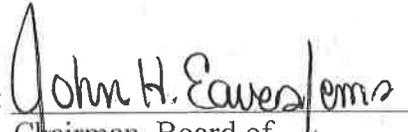
Approved as to form:


County Attorney

ATTEST:

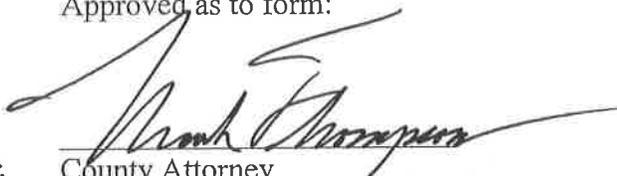

Clerk

FULTON COUNTY:

By: 
Chairman, Board of
Commissioners

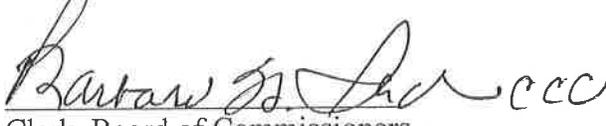
ITEM # 08-0890 RM 11,508
REGULAR MEETING

Approved as to form:


County Attorney

Jr. Asst.

ATTEST:


Clerk, Board of Commissioners

DeKALB COUNTY:

By: 
Chief Executive Officer

Approved as to form:


City Attorney, Senior Asst.

ATTEST:


City Clerk

CITY of ATLANTA:

By: 
Mayor

Approved as to form:

METROPOLITAN ATLANTA
RAPID TRANSIT AUTHORITY:

Richard Davis
Counsel

By: Beverly H. Scott
General Manager/CEO

ATTEST:

Lucy Elison Taylor
Secretary

**FOURTEENTH AMENDMENT
TO RAPID TRANSIT CONTRACT
AND ASSISTANCE AGREEMENT**

THIS AMENDMENT, made and entered into as of the 9th day of December, 2014 , by, between, and among Fulton County, a political subdivision of the State of Georgia (hereinafter sometimes called “Fulton”), DeKalb County, a political subdivision of the State of Georgia (hereinafter sometimes called “DeKalb”), the City of Atlanta, a municipal corporation of the State of Georgia (hereinafter sometimes called “Atlanta”), and the Metropolitan Atlanta Rapid Transit Authority (hereinafter sometimes called the “Authority”), a public body corporate and a joint instrumentality of Fulton, DeKalb, Clayton County, Gwinnett County, and Atlanta, organized and existing under an Act of the General Assembly of the State of Georgia, approved March 10, 1965, (Ga. L. 1965, p. 2243), said Act having been amended by an Act of the General Assembly approved March 4, 1966, (Ga. L. 1966, p. 3264), by an Act approved March 16, 1971, (Ga. L. 1971, p. 2082), by an Act approved March 16, 1971, (Ga. L. 1971, p. 2092), by an Act approved March 17, 1973, (Ga. L. 1973, p. 141), by an Act approved March 21, 1974, (Ga. L. 1974, p. 2617), by an Act approved March 21, 1974, (Ga. L. 1974p, 2627), by an Act approved February 20, 1976, (Ga. L. 1976, p. 3092), by an Act approved March 24, 1976, (Ga. L. 1976, p. 3098), by an Act approved March 24, 1976, (Ga. L. 1976, p. 3098), by an Act approved March 24, 1976, (Ga. L. 1976, p. 3104), by an Act approved March 31, 1976, (Ga. L. p. 3407, by an Act approved March 23, 1977, (Ga. L. 1977, p. 724), by an Act approved March 30, 1977, (Ga. L. 1977, p. 1211), by an Act approved April 8, 1977, (Ga. L. 1977, p. 1312), by an Act approved April 16, 1979, (Ga. L. 1979, p. 4634), by an Act approved March 27, 1980, (Ga. L. 1980, p. 3831), by an Act approved March 27, 1980, (Ga. L. 1980, p. 4333), by an Act approved April 7, 1981, (Ga. L. 1981, p. 4289), by an Act approved April 20, 1982, (Ga. L. 1982, p. 5101), by an Act approved March 18, 1983, (Ga. L. 1983, p. 764), by an Act approved March 14, 1985, (Ga. L. 1985, p. 3609), by an Act approved March 14, 1986, (Ga. L. 1986, p. 3756), by an Act approved March 20, 1986, (Ga. L. 1986 p. 4115), by an Act approved January 29, 1988, (Ga. L. 1988, p. 3510), by

an Act approved April 11, 1988, (Ga. L. 1988, p. 5013), by an Act approved April 12, 1988, (Ga. L. 1988, p. 5023), by an Act approved March 30, 1989, (Ga. L. 1989, p. 4313), by an Act approved March 13, 1990, (Ga. L. 1990, p. 3860), by an Act approved April 4, 1991 (Ga. L. 1991, p. 4626), by an Act approved April 11, 1991 (Ga. L. 1991, p. 4755), by an Act approved April 11, 1991 (Ga. L. 1991, p. 4761), by an Act approved April 7, 1992 (Ga. L. 1992, p. 5690), by an Act approved April 9, 1993 (Ga. L. 1993, p. 5251), by an Act approved April 8, 1994 (Ga. L. 1994, p. 4952), by an Act approved April 8, 1994 (Ga. L. 1994, p. 4959), by an Act approved April 1, 1996 (Ga. L. 1996, p. 3717), by an Act approved April 8, 1996 (Ga. L. 1996, p. 4314), by an Act approved March 27, 1998 (Ga. L. 1998, p. 3561), by an Act approved April 14, 1998 (Ga. L. 1998, p. 4450), by an Act approved April 19, 2000 (Ga. L. 2000, p. 4492), by an Act approved May 1, 2000 (Ga. L. 2000, p.4567), by an Act approved May 10, 2002 (Ga. L. 2002, p. 5683), by an Act approved May 10, 2002 (Ga. L. 2002, p. 5690), by an Act approved May 10, 2002 (Ga. L. 2002, p. 5698), by an Act approved June 4, 2003 (Ga. L. 2003, p. 4740), by an Act approved April 27, 2006 (Ga. L. 2006, p. 3746), and by an Act approved April 27, 2006 (Ga. L. 2006 p.3751), and an Act approved April 24, 2014 (Ga. L. 2014, p.) (hereinafter sometimes referred to as the "Act");

WITNESSETH THAT:

Whereas, the Authority, Atlanta, Fulton, and DeKalb have previously entered into a Rapid Transit Contract and Assistance Agreement as of the first day of September, 1971 (hereinafter called the "Contract"), which sets forth and delineates the respective duties, obligations, and commitments of the parties hereto to each other with respect to construction, development, and implementation of the Authority's rapid transit system (hereinafter called the "System") and incorporates by reference the Engineering Report dated September, 1971, which embodies preliminary plans and recommendations for the acquisition and construction of the System; and

Whereas, Section 4(d) of the Contract recognizes and contemplates that changes to the System from that embodied in the Engineering Report may from time to time become

desirable, and makes provision pursuant to Section 5 of the Contract for procedures to effectuate approval by Fulton, DeKalb and Atlanta of any substantial deviation from the Engineering Report; and

Whereas, the Authority, Atlanta, Fulton, and DeKalb, in accordance with Sections 4(d) and 5 of the Contract, have previously made thirteen amendments to the Contract making changes to the System; and

Whereas, on July 1, 2014, the Authority adopted certain changes to the System which constitute substantial deviations from the Engineering Report, as set out in Exhibit A, attached hereto; and

Whereas, the substantial deviations from the Engineering Report, as described in the aforesaid Exhibit "A", involve the extension of the System into Clayton County (hereinafter sometimes called "Clayton"); and

Whereas, Clayton is not a part of the Metropolitan Area as defined in the Contract; and

Whereas, on May 27, 1980, the effective date of approval of the Sixth Amendment to the Contract, Fulton, DeKalb, Atlanta and the Authority, provided that any rapid transit contract between Clayton County on behalf of the entire county and the Authority which requires Clayton County to levy the sales and use tax authorized by the Act throughout its territorial limits, shall also provide for the extension of the System into Clayton County to provide rapid transit services within Clayton County on substantially the same basis that such services are provided or will be provided within Fulton and DeKalb, without the necessity of any payment being made by Clayton other than the proceeds of the sales and use tax levied throughout its territorial limits; and

Whereas, the Authority, Atlanta, Fulton, and DeKalb desire to amend the Engineering Report to: include a fixed-guideway transit extension for the I-20 East corridor featuring a segment extending from the Garnett or West End Stations, as appropriate and feasible,

to an area in the vicinity of the Mall at Stonecrest in DeKalb County; and to further amend the Engineering Report to include an integrated Atlanta circulation network with initial segments in or near the Peachtree Street corridor from downtown to Midtown and segments serving the Martin Luther King, Jr. Historic District and Centennial Olympic park; and to further amend the Engineering Report to extend a fixed-guideway transit segment along Marietta Blvd corridor into northwest Atlanta; and to further amend the Engineering Report to include a fixed-guideway transit segment extending along State Route GA400 corridor from I-285 up to Windward Parkway; and to further amend the Engineering Report to include the segment of fixed-guideway transit along the northern section of the I-285 corridor within Fulton and DeKalb Counties; and to further amend the Engineering Report to include an extension of the MARTA northeast heavy rail segment from Doraville to the DeKalb County line as needed to prepare for future system expansion; and to further amend the Engineering Report to include a segment of transit (technology to be determined) extending from the College Park Station to South Fulton via the South Fulton Parkway corridor; and to further amend the Engineering report to extend the Clifton corridor from Emory University, as previously set out in the Twelfth Amendment, to the Decatur Station; and to further amend the Engineering report to include a high capacity rail project from Arts Center Station to the City of Atlanta/Fulton County line; and

Whereas, on July 1, 2014 the Authority adopted the aforesaid changes to the System and amendments to the Engineering Report.; and

Whereas, pursuant to Sections 4(d) and 5 of the Contract, approval by Fulton, DeKalb, and Atlanta of the said changes to the Engineering Report was given by appropriate and duly adopted resolutions, by Atlanta on November 17, 2014, by Fulton on December 3 2014, and by DeKalb on December 9, 2014; and

Whereas, pursuant to the said resolutions of approval and in accordance with the desires of the parties, Fulton, DeKalb, Atlanta, and the Authority hereby incorporate, establish,

and bind each other to such amendments to the Engineering Report and provide evidence of their mutual agreement thereto:

NOW THEREFORE, in consideration of the premises and the undertakings hereinafter set forth, Fulton, DeKalb, Atlanta, and the Authority, each acting by and through its authorized officers, pursuant to a resolution or ordinance duly adopted and properly passed by its governing body, covenant and agree as follows:

Section 1. Fulton, DeKalb, Atlanta, and the Authority do hereby amend the Contract and Engineering Report so as to reflect certain substantial deviations from the Engineering Report so as to reflect certain substantial deviations from the Engineering Report as more fully described in Exhibit "A" attached hereto and by this reference made a part hereof, which involves the extension of the System in Clayton.

It is hereby agreed that such changes constitute substantial deviations from the Engineering Report and, as required by the Contract, have been and hereby are appropriately and duly approved. It is further agreed that the final location and design of such changes in the Engineering Report shall be determined by the Authority.

Section 2. The Engineering Report shall be deemed modified to the extent, and only to the extent, as is provided for in Exhibit "A" attached hereto, recognizing that a final determination of the rapid transit component of the Clayton Extension is still being .

Section 3. The effective date of this amendment to the Contract and Engineering Report is December 9, 2014, the said amendment having been approved on or before that date by Fulton, DeKalb, and Atlanta.

IN WITNESS WHEREOF, the parties hereto, each acting through its duly authorized officer, have caused this Fourteenth Amendment to the Rapid Transit Contract and Assistance Agreement to be executed in several counterparts, each of which may be considered

an original without the presentation of the others, as of the day and year first above written.

[Signatures are on the following pages.]

Approved as to form:


County Attorney

ATTEST:


Clerk **MARK MASSE**
CLERK TO THE COMMISSION

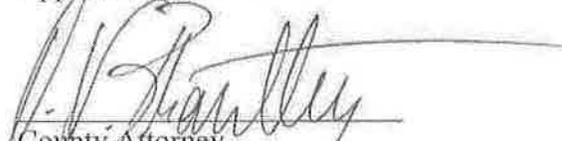


FULTON COUNTY:

By: 
Chairman, Board of Commissioners **JOHN H. EAVES**
CHAIRMAN

ITEM # 14-1038 RM 12/3/2014
REGULAR MEETING

Approved as to form:


County Attorney

ATTEST:


Clerk, Board of Commissioners

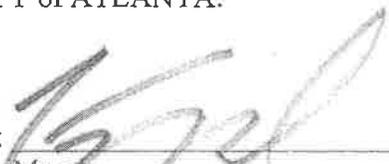
DeKALB COUNTY:

By: 
Chief Executive Officer

Approved as to form:


Deputy City Attorney

CITY of ATLANTA:

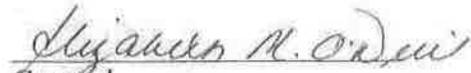
By: 
Mayor

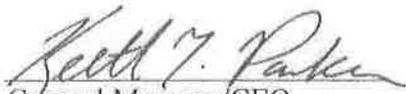
ATTEST:


City Clerk
FORIS WEBB III
DEPUTY MUNICIPAL CLERK

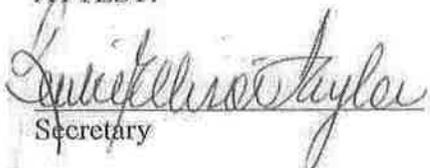
Approved as to form:

METROPOLITAN ATLANTA
RAPID TRANSIT AUTHORITY:


Counsel

By: 
General Manager/CEO

ATTEST:


Secretary

RAPID TRANSIT CONTRACT

THIS CONTRACT AND AGREEMENT, made and entered into as of the 5th day of July, 2014, by and between Clayton County, a political subdivision of the State of Georgia (hereinafter called "Clayton" or "Clayton County") and the Metropolitan Atlanta Rapid Transit Authority (hereinafter called the "Authority"), a public body corporate and a joint instrumentality of Fulton and DeKalb counties and the City of Atlanta, a political subdivision of the State of Georgia, organized and existing under an Act of the General Assembly of the State of Georgia, approved March 10, 1965, Ga. Laws 1965, p. 2243, as amended (said Act as amended and as the same may hereafter be amended, is hereinafter called the "Act");

WITNESSETH, THAT:

WHEREAS, the Authority was created and now exists for the purpose of planning, designing, leasing (as lessee), purchasing, acquiring, holding, owning, operating, maintaining, improving and administering a rapid transit system within the territory comprising the Metropolitan Area (as said term is defined in the Act) , and operating the same, or contracting therefore, or leasing (as lessor) the same for operation by private parties, pursuant to the Act, and the Authority is now organized, existing and operating; and

WHEREAS, the Act was adopted and the Authority was created pursuant to and in accordance with an amendment to the Constitution of the State of Georgia (Ga. Laws 1964, p. 1008), ratified at the November, 1964 General Election and thereafter duly proclaimed, which amendment sets forth that the acquisition, establishment, operation or administration of a system of public

transportation of passengers for hire within the Metropolitan Area (as that term is defined in the Act) is an essential governmental function and a public purpose for which the powers of taxation and eminent domain may be exercised and public funds expended; and

WHEREAS, the Constitution and laws of the State of Georgia, including specifically but without limitation the aforesaid constitutional amendment and the Act, authorize Fulton, DeKalb, Clayton and Gwinnett each to enter into a rapid transit contract or contracts with the Authority providing for payments from said counties to the Authority over a period of time not to exceed 50 years for the use of a rapid transit system provided by the Authority within the Metropolitan Area; and

WHEREAS, the Constitution and laws of the State of Georgia, including specifically but without limitation the aforesaid constitutional amendment and the Act, authorize Atlanta to contract with the Authority for various purposes incidental to the establishment, operation and administration of such system; and

WHEREAS, Fulton, DeKalb, Atlanta and the Authority have entered into a final and binding Rapid Transit Contract and Assistance Agreement as of September 1, 1971, as amended, (hereinafter called the "Rapid Transit Contract and Assistance Agreement"), to carry out the acquisition, construction, improvement and operation of a rapid transit system, including the use of buses as well as a rail system (hereinafter called the "System"); and

WHEREAS, after careful investigation, Clayton and the Authority each have determined that the acquisition, construction, improvement and operation of a rapid transit system, including the

use of buses as well as a potential rail system to and within Clayton, as an extension of the System (hereinafter called the "Clayton Extension"), is in the best interests of the residents of Clayton and of the Metropolitan Area, and that said extension of the System is desirable in the development of a balanced transportation system throughout said area; and

WHEREAS, the Authority has caused preliminary plans and recommendations, dated , 2014 (hereinafter called the "Clayton Extension Report"), for the extension of the System to be prepared, and Clayton has reviewed and approved the Clayton Service Extension Report (copies of the Clayton Extension Report are on file in the Planning Office of the Authority and in the office of the Clerk of the Board of Commissioners of Clayton), and the Clayton Extension Report attached hereto as Exhibit "A" is hereby incorporated into this contract; and

WHEREAS, pursuant to the Act, as amended, Clayton is authorized to levy within its geographical area a retail sales and use tax for rapid transit purposes provided a favorable vote of the qualified voters of Clayton is obtained in the manner prescribed in the Act; and

WHEREAS, it has been determined and the Clayton Extension Report indicates that the funds reasonably expected to be received from said retail sales and use tax or from that portion of the proceeds of future issues of Authority sales tax revenue bonds which can be repaid from the proceeds of said retail sales and use tax will be sufficient to defray the costs of acquiring, constructing, and improving the Clayton Extension as set forth in the Clayton Extension Report; and

WHEREAS, the Authority is willing to undertake the acquisition, construction, improvement and operation of the Clayton Extension as extensive in scope as the said retail sales and use tax proceeds and that portion of the proceeds of future issues of Authority sales tax revenue bonds which can be repaid from the proceeds of said retail sales and use tax will permit; and

WHEREAS, Clayton is willing to make the periodic payments hereinafter set forth in consideration of the undertaking on the part of the Authority to acquire, construct, improve, operate and maintain the said Clayton Extension and to make the same available for use, all for the safety, health, welfare and social and economic well-being of the residents in Clayton and the Metropolitan Area and the development of the educational, commercial and industrial resources thereof;

NOW, THEREFORE, in consideration of the promises and the undertakings hereinafter set forth, Clayton and the Authority, each acting by and through its authorized officers, pursuant to a resolution or ordinance duly adopted and properly passed by its governing body, covenant and agree as follows:

1. The Authority covenants and agrees as follows:

(a) It shall immediately undertake the acquisition, construction, improvement, operation and maintenance of the Clayton Extension as set forth in the Clayton Extension Report and it shall proceed as rapidly with said undertaking as its financial resources will permit. The term "financial resources" as used herein means all monies received by the Authority pursuant to this contract including, without limitation, Federal funds which Clayton presently may be entitled to receive and the proceeds of the

retail sales and use tax levied in Clayton as authorized herein and that portion of the proceeds of future issues of Authority sales tax revenue bonds which can be repaid from the proceeds of said retail sales and use tax less and except the direct operating costs of the Clayton Extension and the common operating costs shared between the Authority's System and the Clayton Extension (as those common operating costs are set forth in the Clayton Extension Report).

(b) It shall commence service on any operable portion of the Clayton Extension as soon as practicable. Should the Extension as envisioned not prove feasible the Authority will develop further plans for an alternative high capacity transit option and it shall continuously operate and maintain the System, so as to make its benefits primarily available to the residents of the Metropolitan Area.

(c) It shall operate the System in an efficient and economical manner and it shall maintain the System, or cause the same to be maintained, in a good state of repair, order and condition, and in a good state of operating efficiency.

(d) It shall, to the extent practicable, prescribe, revise and collect such rates, fees and charges for transportation so that, together with any other income and available funds, it will be able to fulfill its budgeted obligations, provided, however, that the fares charged for services on the Clayton Extension shall be at the same rates as charged for the same services on the Authority's existing System.

(e) It shall comply with the provisions of all pertinent laws now in existence or hereafter

enacted which relate to its budget or budgeting procedure.

(f) It shall conduct job fairs and other recruiting opportunities within Clayton County to advise Clayton County residents of employment opportunities generated by the system.

(g) It shall operate a bus facility within Clayton from which service will originate.

2 Clayton covenants and agrees as follows:

(a) It has taken all necessary action to approve the Clayton Extension Report, which approval is hereby ratified and reaffirmed, and a record of said approval and proper authorization for the execution of this contract appear in its official records and minutes.

(b) It shall pay to the Authority during the term of this contract an amount of money equal to its total receipts or credits during said term from the levy (provided for hereinafter) of the retail sales and use tax for rapid transit purposes in the full amount authorized by the Act, provided, however, that the rate of said retail sales and use tax shall not be greater than the rate of the retail sales and use tax for rapid transit purposes as levied in any other portion of the Metropolitan Area (as that term is defined in the Act).

(c) The Act authorizing the levy of a retail sales and use tax for rapid transit purposes provides that the Georgia State Revenue Commissioner shall pay over to the Georgia State Treasurer (whose functions have been transferred to the Fiscal Division, Georgia Department of Administrative Services)

all of said retail sales and use tax monies collected for rapid transit purposes to the credit of a special fund styled "Collection of Metropolitan Atlanta Rapid Transit Authority Taxes" and further provides that as soon as practicable after said tax monies' have been paid into the State Treasury in any month for the preceding month, a warrant shall be drawn on the State Treasury in the proper amount in favor of each local government entitled to the monthly return of its local retail sales and use tax monies. It is the intention of Clayton that such monies be paid monthly directly to the Authority and accordingly such monies and the right to receive same are hereby assigned by Clayton to the Authority and the Fiscal Division, Georgia Department of Administrative Services is hereby authorized and directed to make such payments directly to the Authority. The Authority is hereby authorized to use said monies, to the maximum extent permitted by law, in any manner it deems necessary or desirable in accomplishing the Clayton Extension, including without being limited to, the pledging of anticipated receipts to the repayment of monies borrowed by the Authority. In borrowing such monies, the Authority shall be authorized to pledge to the repayment of such borrowings both the revenues received pursuant to this contract and the revenues received pursuant to the Rapid Transit Contract and Assistance Agreement, and the Authority shall be authorized to use the proceeds from such total borrowings to finance the costs of the Clayton Extension and the costs of other Authority projects, subject, however, to the obligations of the Authority to construct and operate the Clayton Extension as set forth in paragraph 1(a) of this contract.

(d) As soon as this contract shall become final and-binding as to Clayton through proper voter approval said political subdivision shall immediately levy a retail sales and use tax for rapid transit purposes at the maximum rate permitted by law and it will continue to levy such tax at the maximum rate so permitted from time to time during the full term of this contract. It is understood and agreed

that the act of the General Assembly of the State of Georgia approved , 2000 {Ga. Laws 2006, p. 4492), provides for a maximum rate of taxation of one percent until and including June 30, 2047, and at a maximum rate of one-half of one percent thereafter, and that to the fullest extent permitted by law, those entities which, from time to time, shall lend monies to the Authority shall be deemed to have relied for repayment security on this contract and they shall be third party beneficiaries hereof, such reliance relating particularly to the covenants of Clayton hereby expressed that the rates of taxation to be levied during the full term of this contract and agreement shall not be less than the maximum rates now set forth in the Act. It is further understood and agreed that in no event shall Clayton be called upon or required by the Authority to levy or collect ad valorem taxes or any other category of tax (other than said retail sales and use tax for rapid transit purposes) in order to fulfill the obligations which are undertaken herein.

(e) The obligations to make the payments at the times and in the manner specified above are absolute and unconditional and such payments shall not abate or be reduced because of damage to or destruction of the System or any part thereof, interruption or stoppage of service or for any reason whatsoever. Furthermore, Clayton will not exercise any right of set-off or any similar right with respect to any such payment, nor will it withhold any such payment because of any claimed breach of this contract by the Authority. This provision shall not affect the obligation of the Authority to perform this contract, nor shall this provision otherwise than as specified above affect the remedies available to Clayton on account of any such claimed breach.

(f) During the period of acquisition, construction and improvement of the Clayton Extension it may be necessary to condemn certain personal property and parcels of real property or rights or interests therein, from time to time, and any such condemnation action shall be brought by Clayton for the benefit

of the Authority if at such time the Authority has no power of eminent domain. To this end, Clayton agrees that upon receipt of a written request from the Authority setting forth the need therefore in accordance with the Clayton Engineering Report and any amendments thereto, it shall exercise as expeditiously as possible its power of eminent domain to acquire the property or rights or interests therein described in such request and upon the acquisition of title thereto shall convey the same immediately to the Authority at cost (which shall include, but not be limited to, acquisition costs, court costs, attorneys' fees, witness fees, special masters fees, appraisals, and any other costs incurred in connection with such acquisition or conveyance to the Authority); provided only that the exercise of such power by Clayton shall be in accordance with the requirements (both substantive and procedural) of the laws governing same and the Authority shall pay such funds as shall be required to accomplish such acquisition. Upon said conveyance from Clayton to the Authority, the Authority shall be authorized, to the extent permitted by law, to be added or substituted as a party in any eminent domain proceedings and to participate in any trials, appeals or other proceedings in connection therewith. All costs actually incurred under this subparagraph (a) shall in any event be payable within 30 days after billing by the condemning authority.

(g) It shall convey, without cost to the Authority, any and all right, title and interest in, across, through and above public property owned by Clayton as may be necessary or desirable to facilitate the acquisition, construction, improvement and efficient operation of the Clayton Extension so long as the public use of such property for rapid transit purposes is superior to the existing or proposed public use of said property by the owner thereof; provided only that the Authority shall pay, or cause to be paid, any costs incurred in connection with the utilization of any such property, such as, without being limited to, utility relocation costs and any damages to or alterations of

existing structures, streets and highways.

(h) It shall close and permit the closing and modification of streets and sidewalks, both temporarily and permanently, and shall reroute traffic to the extent such closing, modification or rerouting is necessary or convenient in the facilitation of the acquisition, construction, improvement and efficient operation of the Clayton Extension, all costs and any damages in connection therewith to be paid by the Authority.

(i) It shall revoke or modify licenses and permits to third parties which may interfere with or impede the acquisition, construction, improvement and efficient operation of the System, all costs and any damages in connection therewith to be paid by the Authority, and it shall cooperate with the Authority and take such actions as may be permitted by law to protect and preserve the present conditions within the rail corridor as shown in the Clayton Extension Report.

(j) It shall cooperate with the Authority in providing adequate police and fire protection for the System and passengers thereon during and after acquisition, construction and improvement.

(k) It shall permit the relocation, rearrangement or replacement of utilities and sewerage facilities, all costs in connection therewith to be paid by the Authority to the extent that such relocation, rearrangement or relocation is necessary for the construction or operation of the Clayton Extension.

(l) It shall issue all construction permits, licenses and other privileges necessary or

convenient to the acquisition, construction and improvement of the Clayton Extension without cost and it is hereby relieved, to the extent permitted by law, of the responsibility of making related inspections which responsibility is hereby assumed by the Authority. Should the Authority undertake to exercise any such responsibility on behalf of Clayton, it shall indemnify and hold harmless Clayton against any and all claims or losses resulting therefrom. To the extent that the payment of sewer connection fees or water connection fees is required by law or by contract, such fees shall be paid by Clayton.

(m) It shall credit or pay the Authority for (i) betterments which are defined as additional facilities and replacement facilities of greater capacity, durability, or efficiency than those replaced when such betterments are accomplished by the Authority and (ii) the salvage value of any facilities removed and retained by Clayton, the replacement or rearrangement cost of which is charged to the Authority.

(n) It may enter into additional contracts with the Authority in the public interest for the joint use of facilities, the implementation of any of the commitments contained herein and such other and further arrangements and agreements between the parties hereto as may benefit the public with respect to the System and its acquisition, construction, improvement and operation.

3. The Authority and Clayton mutually covenant and agree as follows:

(a) Nothing in this contract is intended or shall be construed as prohibiting or impairing the right of Clayton to make contributions to the Authority of money or property, either real or personal, in addition to those provided for in this contract or to enter into additional contracts and

agreements with the Authority to the full extent now or hereafter permitted by law; nor as prohibiting or impairing the right of the Authority to exercise all of the powers and privileges now or hereafter given to it by law, including the right to lease the System or portions thereof; provided only, that all such leases are consistent with the operation of the System as a public facility.

(b) In recognition of the fact that (i) the acquisition, construction and improvement of the Clayton Extension is an undertaking of great magnitude and complexity which will require a number of years to complete, (ii) radical changes in the areas proposed to be served by the Clayton Extension and the System may occur during such period as witnessed by the widespread changes in the Metropolitan Area now occurring and forecast to occur in the coming years, and (iii) equally radical changes are now occurring and will continue to occur in the technology of mass transit in the coming years, it is agreed that provision should be made to permit perfections of and minor deviations from the Clayton Extension Report and this contract from time to time, and the Authority is hereby specifically authorized in its discretion to make any such perfections and minor deviations so long as the same are generally consistent with its obligation to implement the acquisition, construction and improvement of the Clayton Extension substantially in accordance with the plans and recommendations set forth in the Clayton Extension Report. Any substantial deviations from the plans for the rail extension resulting from circumstances beyond the control of the parties hereto shall not be undertaken by the Authority without the prior approval of Clayton.

(c) The Authority shall not be required to pay any license fees or taxes or franchise fees or

taxes to Clayton, provided, however, that this subparagraph (c) shall not apply to Authority contractors or subcontractors.

(d) This contract shall become final and binding, as provided by law, upon both the favorable vote of the qualified voters of Clayton to approve the execution of this contract. The Rapid Transit Contract and Assistance Agreement as set forth in Exhibit "B" and as the same may be amended hereafter is hereby incorporated into this contract, and Clayton and the Authority agree that the favorable vote of the qualified voters of Clayton to approve the execution of this contract also shall constitute authority for Clayton's execution of the Rapid Transit Contract and Assistance Agreement and for Clayton's authority to agree and consent to future amendments thereto. Clayton and the Authority further agree that they shall take such other actions as may be necessary to add Clayton as a party to the Rapid Transit Contract and Assistance Agreement.

(e) Clayton and the Authority acknowledge that pursuant to the Rapid Transit Contract and Assistance Agreement and pursuant to the Act, the Authority has constructed, or is proceeding with, the design and construction of various portions of the System set out in the original Rapid Transit Contract and Assistance Agreement and the Thirteen Amendments thereto. Clayton and the Authority further acknowledge that other portions of the System as set forth in the Rapid Transit Contract and Assistance Agreement together with new lines or extensions of the System within the Metropolitan Area will be studied in accordance with the Authority's planning process for future design, construction and operation. The funds received from the levy of the sales tax within Clayton County not designated by this Agreement as that portion of the one cent tax to be used for capital improvements and expenses and operating expenses for the bus service(s) to be provided as outlined in the attached Engineering Report for Clayton County shall

be placed into an interest bearing account for the sole purpose of providing rail extension or other high capacity transit option service including but not limited to operating expenses and capital expenses and improvements to and for the benefit of Clayton County. Once the funds are utilized for the planning, construction and initial operation of a high capacity transit option, the account shall terminate and no future funds will be deposited in such separate account. Clayton and the Authority agree that upon Clayton being added as a party to the Rapid Transit Contract and Assistance Agreement, and upon completion of the Clayton Extension or high capacity transit option, as set out in the attached Engineering Report, any other extensions of the System within Clayton shall receive equal consideration in the Authority's planning process and in the selection of projects for future design, construction and operation, provided, however that the Authority's planning process for any such extensions may begin before completion of a Clayton Rail Extension.

(f) Clayton and the Authority recognize that membership and representation on the Authority's Board of Directors on behalf of any Local Government (as that term is defined in the Act) is established by the Georgia General Assembly pursuant to the Act, and that neither Clayton nor the Authority may by contract add to or vary the membership of the Board of Directors.

4. This contract may be amended from time to time upon the agreement and approval of Clayton and the Authority pursuant to the formal action of the governing body of Clayton and the Authority reflected in their official minutes and records. Clayton and the Authority each agree that where its approval is required for anything or undertaking whatever in connection with the undertaking contemplated by this contract, such approval shall not be delayed or withheld arbitrarily or the privilege of dissent exercised to gain some concession or advantage where the result of the same is not of mutual

benefit to the System.

5. If the qualified voters of Clayton fail to approve the execution of this contract, this contract shall stand automatically null and void and shall have no further force or effect, and the parties hereto shall be released from all responsibilities hereunder, and neither party shall have any further liability to the other.

6. If any provision of this contract or the application thereof to any entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of this contract and the application of its provisions to entities or circumstances other than those as to which it has been held to be invalid or unenforceable, shall not be affected thereby, and each provision of this contract shall be valid and shall be enforceable to the fullest extent permitted by law. It is the intention of the parties hereto that insofar as any provision of this contract and agreement provides for the delegation to the Authority of the power to make decisions and determinations with respect to the various matters covered herein and to thereby bind the other party hereto, such delegation is granted to the maximum extent permitted by law but no further, and this contract shall be construed so as to accomplish this objective.

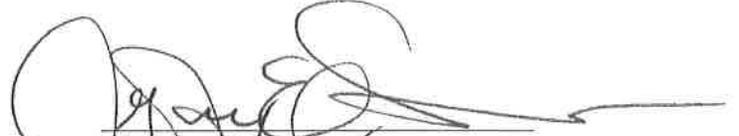
7. The term of this contract and agreement shall commence as of the date first above written and shall expire at midnight on July 1, 2057.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized officers, have caused this contract and agreement to be executed in several counterparts, each of which may be considered an original without the presentation of the others, as of the day and year first above written.

Approved as to Form:

CLAYTON COUNTY

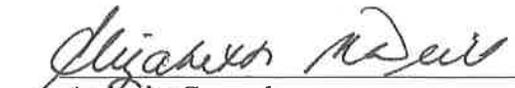

County Attorney


Chairman


Attest: Clerk

Approved as to Form:

METROPOLITAN ATLANTA RAPID
TRANSIT AUTHORITY


Authority Counsel


Chairman

Attest:


Secretary



Metropolitan Atlanta Rapid Transit Authority

EXHIBIT A

Clayton Extension Report

Summarizing the Comprehensive Transit Plan for Extension of Transit Services into Clayton County, including Rail Transit and Surface Bus Transportation

Prepared By:

Metropolitan Atlanta Rapid Transit Authority
2424 Piedmont Road, Atlanta, Georgia 30324-3324

July 2014

Version # [2.0] Updated on 7/1/2014

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Clayton County Comprehensive Transit Plan – Clayton Extension Report

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1 INTRODUCTION

The Metropolitan Atlanta Rapid Transit Authority (MARTA) is the transit agency for Fulton County, DeKalb County and the City of Atlanta, providing bus, paratransit, and heavy rail service pursuant to the MARTA Act of 1965 and the Rapid Transit Contract and Assistance Agreement (RTCAA) that stipulate the provision of transit services provided in these jurisdictions. Additionally, these jurisdictions impose a 1% sales tax to provide funding for MARTA service.

To the south of these two counties is Clayton County, the location of the Hartsfield-Jackson International Airport and the southernmost MARTA Airport heavy rail station. From 2001-2010 Clayton County operated its own bus system, C-Tran, to provide connectivity for the many residents who work at the airport and travel to Fulton and DeKalb Counties on a daily basis. However, due to lack of funds, the C-Tran system dissolved in 2010. Clayton County is presently not a party to the RTCAA.

Today, Clayton County's demographics and commute patterns are compelling arguments for transit services that serve the county and connect to the broader Atlanta metropolitan region. In January 2014, the Clayton County Board of Commissioners authorized a transit feasibility study to determine feasibility, define transit needs, and to identify potential revenue sources. Completed in June 2014, the results of the study indicate a significant need for transit services, strong public support for joining MARTA, and a willingness to support a sales tax to fund transit service.

Based on the feasibility study results, Clayton County has expressed a desire to enter into a Rapid Transit Contract with MARTA, whereby both bus service and rail transit will be extended into Clayton County. MARTA has completed a comprehensive 10-year plan for the application of transit service in Clayton County. This report summarizes the technical aspects and defines key facts and statistics pertaining to the plan.

Furthermore, it should be noted that this Clayton Extension Report and provisions described herein is intended to serve as an illustrative proposal for extension of transit services into Clayton County. It is expected that adjustments and/or refinements to the service plan will be required, either as the result of further engineering/environmental studies, customer trials/acceptance of service, to address changes in demand over time, or due to inclement weather, special occurrences/events such as emergency/disaster response and recovery, etc.

1.1 Purpose

The purpose of this report is to exhibit the details of the comprehensive transit service plan for Clayton County. Thus, the report serves as a reference document to the Transit Contract, the contract under which Clayton County and MARTA mutually pledge certain actions and monies toward implementation of the plan. This report is the "Clayton Extension Report" which is referred to throughout the said Transit Contract.

1.2 Scope

This report includes an illustrative 10-year system plan, implementation plan, patronage estimates, and a financing plan for Clayton County transit service. The system plan describes general physical aspects such as routes, service plans, and necessary acquisitions for bus service. The implementation plan is broken into 5-year increments

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based on MARTA's Fiscal Year (FY) schedule, which begins July 1st and ends June 30th each year. The implementation of the bus component is scheduled for the beginning of FY 2016.

To support capacity planning and scheduling as well as anticipated revenues due to patronage, the number of daily riders has been estimated. Finally, the financing plan includes anticipated capital costs for bus extension options into Clayton County, and a year-by-year examination of revenues and expenditures.

2 SYSTEM PLAN

This chapter describes the generalized planned routes by mode, anticipated service plans, and infrastructure needs to expand MARTA service into Clayton County. The Bus System Components, Rail Line Components, and Other Considerations are presented. As previously noted, the system plan is illustrative and it is expected that adjustments and/or refinements will be required.

2.1 Bus System Components

The MARTA bus component proposed in Clayton County consists of three bus-related services that will be implemented in phases between early FY 2016 and the FY 2025 plan horizon. The three include local bus, flex bus, and ADA complementary paratransit. Each of the three options are introduced and described further below. The service characteristics are included in Chapter 3: Implementation Plan by implementation year.

It should also be noted that pending the successful passage of the 1% sales tax in November 2014, it is anticipated that MARTA could potentially extend adjacent existing MARTA bus routes into Clayton County with revenue service by March 2015.

2.1.1 Planned Local Route Descriptions

Local Bus Service

Local bus is the primary surface public transportation option available throughout the majority of the Atlanta metropolitan region today. Local bus service uses rubber-tired motorbus vehicles and operates with traditional bus stops, makes frequent stops, and travels at lower speeds. It operates in regular traffic and can have service frequencies that range from low to high depending on application and demand.

The planned local bus service in the Clayton County network includes eight fixed routes. For the purposes of this report, the routes have been designated as Routes 1-8. Six of these routes are expected to be in place by beginning of FY 2016, and the seventh and eighth routes are planned to start service by FY 2020. In addition, two of these routes (Routes 2 and 5) are proposed to be extended and/or modified in FY 2020.

It is important to recognize that these routes are based on the overarching philosophy of providing Clayton County with as much of a grid-based network that the roadway configuration will allow. This, in turn, will provide convenient access and connectivity throughout much of the County's core. In this regard, Routes 2 and 6 are designed to be the key north-south and east-west line-haul "spines" of the network, respectively, which is reflected in their frequencies of service. Routes 1 & 1A, 3, and 4 are intended to provide other north-south alternatives across the core, with Routes 5, and 7 and 8 serving as additional east-west connectors. It should be noted that the implementation of local bus service requires flexibility in implementation to respond to ever-changing corridor conditions and route structure requirements.

Following are general descriptions of the alignments proposed for each of the seven routes.

- *Route 1 & 1A, State Road (SR) 85/Riverdale/SR 138* – This route starts in the north at the Mountain View Hub and heads south on Old Dixie Highway to Forest Parkway, where it then heads west to SR 85. At SR 85, the route proceeds south to connect to the Riverdale Hub. The route then operates south on SR 85 to Flint River Road via Pointe South Parkway. The route heads east on Flint River Road to Tara Boulevard,

then goes south on Tara to connect to its southern terminus at the Justice Center Hub OR from the Riverdale Hub, the route proceeds south to SR 138 then east to Tara Blvd then south to the Justice Center Hub. (Note: when Route 8 is introduced this route will return to Flint River Rd. for all trips; Route 1A will be eliminated).

- *Route 2, Old Dixie/Tara* – This route starts in southern Fulton County at the East Point MARTA Station and goes southeast on Central Avenue/Porsche Avenue/Old Dixie Highway (through connection via Main Street and Irene Kidd Parkway from the station) to the Mountain View Hub. From this hub, the route heads south on Old Dixie Highway until it connects with Tara Boulevard just south of the I-75 interchange. Once on Tara, the route proceeds south to its southern terminus at the Justice Center Hub. The alignment is maintained from that point south to the Justice Center Hub, which becomes an intermediate layover point on the way farther south along Tara to the Lovejoy Hub, which then becomes the route's southern terminus.
- *Route 3, SR 54/Jonesboro* – This route starts in southern Fulton County on Jonesboro Road between I-285 and Conley Road SE, where it connects with MARTA Route 55. The route then heads south on Jonesboro Road (SR 54), with intermediate connections at the Fort Gillem and Morrow Hubs, until it merges onto Main Street and continues south to Smith Street. On Smith, the route proceeds west, then turns south onto Tara Boulevard to connect to its southern terminus at the Justice Center Hub.
- *Route 4, Conley/SR 42/Mt. Zion* – This route starts in the north at the Mountain View Hub and heads east on Conley Road to Moreland Avenue, where it then heads southeast to Rex Road. At Rex, the route proceeds west to Mt. Zion Boulevard, where it turns south. The route heads southwest on Mt. Zion until it connects with Stockbridge Road via Southlake Parkway, then goes west on Stockbridge to Main Street (SR 54) and turns south towards Smith Street. On Smith, the route proceeds west, then turns south onto Tara Boulevard to connect to its southern terminus at the Justice Center Hub.
- *Route 5, Forest Parkway* – This route starts in southern Fulton County at the College Park MARTA Station and goes southwest on Roosevelt Highway to Riverdale Road. The route stays on Riverdale until it reaches Forest Parkway, then it heads east. On Forest Parkway, the route connects with the Fort Gillem Hub before continuing east to terminate at a location near the intersection with Bouldercrest Road in FY 2016. This eastern terminus is maintained until the route is extended north by FY 2020 to connect with MARTA in DeKalb County. In this later year, the route continues north on Bouldercrest Road until it reaches Panthersville Road, then it heads slight east and north again into DeKalb until eventually connecting with MARTA Routes 15 and 34 at the Decatur Campus of Georgia Perimeter College at Clifton Springs Road.
- *Route 6, Church/Upper Riverdale/Mt. Zion* – This route starts in southern Fulton County at the College Park MARTA Station and goes southwest on Roosevelt Highway to Riverdale Road. The route stays heading southeast on Riverdale (SR 139) and Church Street until it reaches Main Street/Valley Hill Road SE, where it turns east to SR 85. It proceeds south on SR 85 to the Riverdale Hub, then goes back north on SR 85 to Valley Hill Road SE to turn east and continue onto Upper Riverdale Road. From Upper Riverdale, the route goes south on Tara Boulevard to Mt. Zion Road, where it heads east once again to connect with the Morrow Hub before continuing east to complete a terminal loop using Mt. Zion to Southlake Parkway to Jonesboro Road.
- *Route 7, Valley Hill/Battlecreek* – This route starts at the Riverdale Hub and heads north on SR 85 to Valley Hill Road SE, where it turns east to continue on Valley Hill Road. From Valley Hill, the route shifts over to Battlecreek Road before crossing Tara

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Boulevard. The route continues on Battlecreek until it reaches Jonesboro Road, where it proceeds north to Mt. Zion Road. The route heads east on Mt. Zion Road until it crosses Mt. Zion Boulevard, then it completes a large loop using Conkle Road to the southeast, Fielder Road to the northeast, and Mt. Zion Parkway to the northwest, and a short jog back to Mt. Zion Road via Mt. Zion Boulevard.

- *Route 8, SR-138* – This route starts at the Mt. Zion Park & Ride and continues west to Old National Highway. (Note: when this route is initiated Route 1 will return to Flint River Rd. for all trips; Route 1A will be eliminated).

It should be noted that basic route designations have been assumed for the routes (Route 1, 2, etc.) for purposes of this report. While these designations can easily be changed for the final routes that are ultimately implemented, it is recommended that the naming convention not utilize the prior C-Tran designations to enable a clean break with any history and/or perceptions of that previous service.

Based on the described routes, Table 2-1 shows the general characteristics of the local bus routes for Clayton County.

Table 2-1: General Characteristics for Local Bus Service by Route

Route	One-Way Length in Miles ¹	Assumed Average Operating Speed ³	Annual Weekday Days of Service	Annual Saturday Days of Service ⁴	Annual Sunday Days of Service
1 & 1A – SR 85/Riverdale/SR 138	14.26	15	255	58	52
2 – Old Dixie/Tara	14.23	15	255	58	52
3 – SR 54/Jonesboro	11.82	15	255	58	52
4 – Conley/SR 42/Mt. Zion	17.40	15	255	58	52
5 – Forest Parkway	14.26 ²	15	255	58	52
6 – Church/Upper Riverdale/Mt. Zion	17.07	15	255	58	52
7 – Valley Hill/Battlecreek	8.58	15	255	58	52
8 – SR 138	11.65	15	255	58	52

Notes:

1. All route distance mileages have been estimated using Google Earth aerial images and verified to the extent possible with ArcGIS measuring tools. The mileage for Route 2 increases to 15.03 miles in FY 2020 due to changes in its termini.
2. The mileage for Route 5 increases to 20.30 miles in 2020 due to an extension north to DeKalb County.
3. The average speed of 15 mph is based on historical C-Tran system-level revenue miles per revenue hour data.
4. It should be noted that the number of Weekdays, Saturdays and Sundays can change on an annual basis.

2.1.2 Planned Bus Transit Hubs and Stops

In addition to routes, Figure 2-1 shows the presence of five key transit “hubs” that will be the primary points of connection for the proposed initial local bus routes in Clayton County, as well as a sixth hub (in Lovejoy) that will be developed by FY 2020. Sometimes referred to as Transfer (or Transit) Centers, these enhanced stops are intended to be larger and more involved in terms of infrastructure and available amenities than regular bus stops. The general concept for a hub is that it will be an access point to the fixed-route bus network that acts as a transfer point for two or more routes. The hubs will be co-located with major activity centers, and have convenient access to nearby major intersections. The hubs also will provide sufficient bays (depending on anticipated demand) to allow for at least two buses to simultaneously board and alight passengers. Some of the desired infrastructure and amenities that will be considered to support the high level of passenger activity that typically occurs at these types of stops include concrete bus pads, sidewalk connectivity, ADA-compliant boarding and alighting areas, shelter space, benches, trash receptacles, lighting, bicycle racks, security telephones, and bus network and schedule information.

The hubs that have been proposed for the Clayton County local bus network are as follows:

- *Mountain View Hub* – This hub is proposed to be located near the Conley Road and Old Dixie Highway intersection in the Mountain View community area. It is intended to provide a northwest Clayton County connection point for local service, as well as convenient access to Hartsfield-Jackson Atlanta International Airport.
- *Fort Gillem Hub* – This hub is proposed to be located adjacent to the Fort Gillem redevelopment area, near the confluence of State Road (SR) 54 (Jonesboro Road), Forest Parkway, and Metcalf Road. It is intended to provide a northeast county connection point between the Forest Park and Lake City communities.
- *Morrow Hub* – This hub is proposed to be located adjacent to the Southlake Mall, near the Mt. Zion Road and Jonesboro Road intersection. It is intended to provide a connection point in the central portion of the county's core.
- *Riverdale Hub* – This hub is proposed to be located adjacent to the Walmart Supercenter on SR 85 at Lamar Hutcheson Parkway. It is intended to provide a connection point in the western portion of the county's core.
- *Justice Center Hub* – This hub is proposed to be located adjacent to the Harold R. Banke Justice Center on Tara Boulevard. It is intended to provide a connection point in the southern portion of the county's core.
- *Lovejoy Hub* – This hub is proposed to be developed by FY 2020 adjacent to the commercial development straddling Tara Boulevard south of McDonough road. It is intended to eventually become the southernmost connection point in the county.

Specific guidance on the locations of “non-hub” local bus stops is not provided herein. These stops will need to be located as part of a final bus operating plan once route alignments have been finalized. However, it will be important to ensure that typical stop spacing ranges from 0.25 to 0.5 miles, dependent on passenger access demand and logical access to adjacent major uses, but also to ensure maintenance of efficient local bus operations.

2.1.3 Flex Route Description

A Flex route is a fixed schedule service with a set circulator route serving a particular area that deviates from its route when requested. Calls to deviate from the general circulator route can be scheduled ahead of time. In this way, one vehicle can provide fixed route and

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demand responsive service in an area with lower demand for transit, but a need to connect to the main bus system in Clayton County.

Table 2-3 shows the general characteristics for all flex route areas and the year they are slated for implementation.

Table 2-2: 2025 General Characteristics for Flex Bus/Circulator Service by Route

Route	FY Year	One-Way Length in Miles ¹	Assumed Average Operating Speed ²	Annual Weekday Days of Service	Annual Saturday Days of Service ³	Annual Sunday Days of Service
West Riverdale	2016	15	15	255	58	52
Irondale/Lovejoy ⁴	2016	15	15	255	58	52
Ellenwood	2020	15	15	255	58	52

Notes:

1. The mileage for each flex route is based on the amount of service that could be provided by one vehicle in one hour within an assumed 7-square-mile zone.
2. The average speed of 15 mph was used to match that assumed for local bus service, which is based on historical C-Tran system-level revenue miles per revenue hour data.
3. It should be noted that the number of Weekdays, Saturdays and Sundays can change on an annual basis.
4. The Irondale/Lovejoy flex route is replaced with the extension of Route 2 in 2020.

Figure 2-1 shows a map of the full bus system vision in FY 2025, including all local bus routes, flex routes, and the transit hubs.

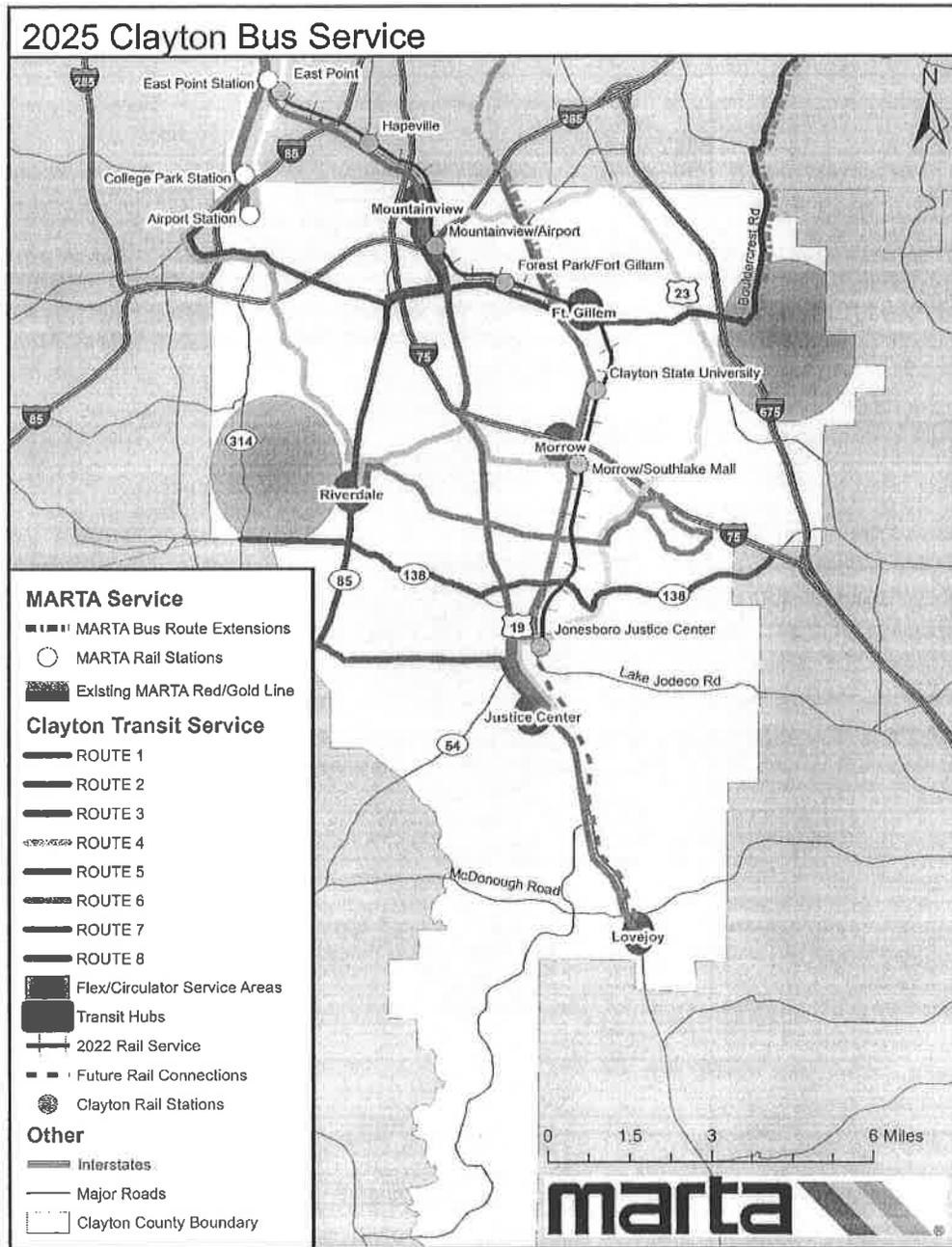


Figure 2-1: FY 2025 Built Out Clayton Transit System

2.2 ADA Complementary Paratransit

Section 223 of the Americans with Disabilities Act of 1990 (ADA) requires public entities operating non-commuter, fixed-route transportation services to also provide complementary paratransit service for individuals unable to use the fixed-route system due to disabilities or physical limitations. The regulations require such agencies to offer a level of service that is comparable to the level of service offered to the general public without disabilities. Comparability generally includes specifications for the following six ADA minimum paratransit service requirements:

- *Service area* - within $\frac{3}{4}$ mile of a fixed route;
- *Hours and days of service* - same hours and days as fixed route;
- *Fares*- may not exceed twice the fare that would be charged to an individual paying full fare for a trip of similar length at a similar time of day on the fixed route (with no charge for a personal care attendant);
- *Response time* - service must be provided at any requested time on a particular day in response to a request for service made the previous day. (Real time scheduling, in which a call to the transit provider would result in pickup the same day, is explicitly allowed but not mandated.);
- *Trip purpose restrictions* - no restrictions or priorities based on trip purpose are allowed; and
- *Capacity constraints* - restrictions on the number of trips per eligible individual, waiting lists for access to the service, substantial numbers of significantly untimely pickups for initial or return trips, substantial numbers of trip denials or missed trips, and substantial numbers of trips with excessive trip lengths are not allowed.

In addition, the ADA regulations require the agencies that are subject to the complementary paratransit requirements to develop and administer a process for determining whether individuals who request service meet the regulatory criteria for eligibility. Since Clayton County would be joining MARTA, eligible Clayton residents would have to follow the current MARTA *Mobility* procedures for receiving a pass to ride the ADA complementary paratransit service.

As discussed previously, complementary paratransit service must be provided within the same service area extents as that of the local fixed-route bus service. The federal definition of this service area includes a buffer encompassing $\frac{3}{4}$ of a mile on either side of and around all fixed bus routes, with no small, enclosed areas left unserved. Figure 2-2 presents a map of the proposed local bus routes in Clayton with a $\frac{3}{4}$ mile buffer applied in the shaded areas surrounding the local routes. It is important to note that federal law requires that small areas surrounded by coverage be included in the service as depicted in the Figure 2-2.

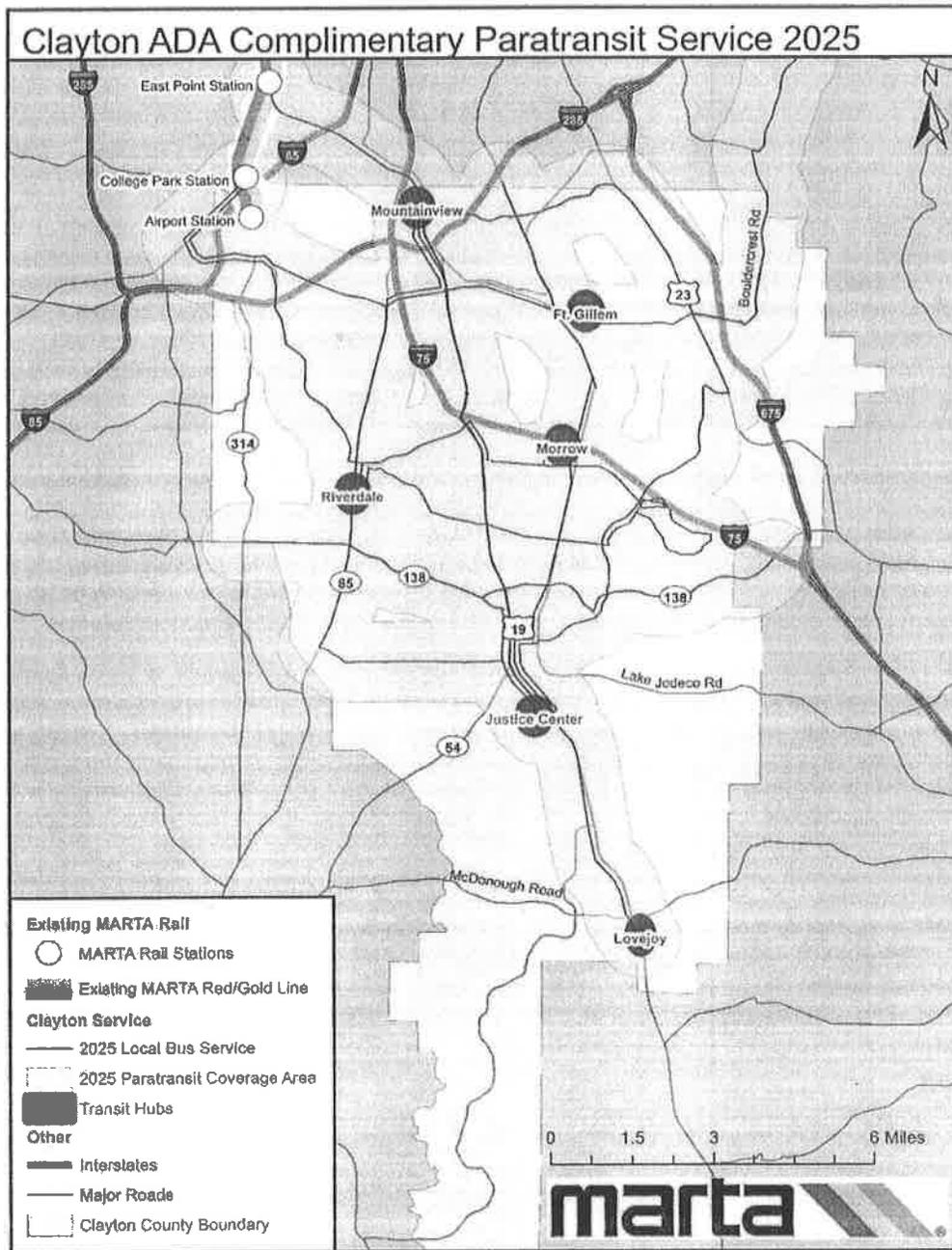


Figure 2-2: FY 2025 Clayton County Paratransit Coverage Area

2.1 Rail Line Components

The MARTA Clayton Rail Extension line will require track, stations, grade crossings, signals and communications, structures, roadway modifications, civil works, utility

relocations, vehicle storage and maintenance facility, vehicles, right-of-way, professional services, and unallocated contingency for exclusive operations. The project will require new rail work construction and the adjustment/relocation of Norfolk Southern facilities to accommodate passenger rail service.

2.1.1 Planned Rail Route Description

There are two rail infrastructure alternatives described in this report; shared use and exclusive track. In the shared use alternative, passenger rail will run along the same tracks as the Norfolk Southern freight trains with temporal separation. The exclusive track alternative requires construction of a separate track adjacent to the Norfolk Southern freight tracks. Both of these alternatives will require a lease of right-of-way and/or use from Norfolk Southern and will be examined further during the environmental/engineering studies to determine the most cost-effective alternative based on passenger demand.

It should be noted that the rail project development process is dynamic and will require a number of actions, agreements (e.g. Norfolk Southern), to be in place in order to achieve timely delivery of the project. Figure 2-3 shows a map of the rail transit line in Clayton County slated for implementation in FY 2022. The alignment generally begins at the East Point MARTA station and extends south to Clayton State University, where the alignment continues through the Morrow/Southlake area, and then to Jonesboro.

2.1.2 Planned Rail Station Locations

The exact location of stations will require detail station area planning, agreements with local governments and property owners, as well as, potential property acquisition. Thus, generalized station locations are shown in Figure 2-3, and include the following areas:

- East Point (with elevated transfer to MARTA East Point Station)
- Hapeville
- Mountain View | Airport
- Forest Park | Fort Gillem
- Clayton State University
- Morrow | Southlake Mall
- Jonesboro

2.1.3 Infrastructure/ROW Requirements

The existing Norfolk Southern right-of-way along the corridor is nominally 100-ft wide, and generally the MARTA Clayton Rail Extension would remain within the right-of-way. However, there are areas within Hapeville and Morrow where existing streets encroach upon the railroad right-of-way. In these locations, there are impacts to the adjacent roadways and the potential for isolated right-of-way impacts in the case of the exclusive track alternative. Additionally, there would be the need to purchase property for a Vehicle Storage and Maintenance Facility (VSMF).

2.1.4 Rail Service Plans

By FY 2022, it is envisioned that revenue passenger service could begin in Clayton County. Rail service plan options include a 15-minute headway option during peak hours or a 30-minute headway option during peak hours. These headway options as well as others (such as midday service) will be further analyzed as part future engineering and design studies.

2.2 Other System Components

In addition to the bus system in Clayton County, this section defines the other potential components of the successful extension of MARTA service into Clayton County.

2.2.1 Safety and Security

MARTA's current security system includes its own dedicated law enforcement agency as well as security cameras and direct emergency telephone service. MARTA security systems would be appropriately expanded into Clayton County. The costs included in this report incorporate extending MARTA law enforcement and security systems proportionately throughout Clayton County.

In accordance with the federal legislation Moving Ahead for Progress in the 21st Century Act (MAP-21), the Federal Transit Administration (FTA) is currently identifying and implementing new nationwide safety standards for transit agencies. As these new safety standards come online, MARTA will work with the FTA to ensure that all areas served by MARTA bus and rail meet these new federal requirements including Clayton County.

2.2.2 Transit Amenities

Transit amenities may include, but are not limited to, bus shelters at bus stops, benches at stops, trash receptacles at stops, and real-time bus arrival information. MARTA has a range of amenities at various bus stops based on the location of the stop and the usage. These amenities would be appropriately extended into Clayton County. Bus shelters providing posted maps, shelter, and benches will be placed at stops that are most heavily used, with benches and trash receptacles placed as appropriate. In addition to providing these amenities, it will be essential MARTA will maintain these amenities to ensure that the benches and shelters remain in a safe and clean condition. Costs for amenities are included in Chapter 5.

In addition to physical amenities, the real-time arrival information for bus service will be extended into Clayton County. This will include coding all Clayton County stops and routes into MARTA's existing General Transit Feed Specification (GTFS) database so that the current MARTA real-time mobile application and any third party real-time mobile applications can provide information for Clayton County routes.

2.2.3 MARTA Maintenance/Dispatch/Security Center

A maintenance/dispatch/ bus fueling and security facility on approximately 10 acres of land fully fenced and lighted with secured access to support a 70+ bus fleet with an 11,000 square foot building capable of housing at 150+ staff for maintenance, operations and police will be constructed by 2020. Fuel facility would include 3 Compressed Natural Gas (CNG) pumps housed in a separate (but on-site) 3,600 square foot facility.

2.2.4 Park and Ride Facilities

A plan to situate up to 300 park and ride stalls either in one location or in a combination of locations to accommodate parking for commuters wishing to ride local service. The facilities would for surface parking only with shelters for customer convenience.

3 SYSTEM IMPLEMENTATION PLAN

This section provides an overview of the 10-year implementation plan describing the activities that are slated for completion as well as the system components scheduled to be in revenue service broken out by FY 2016, FY 2020, and FY 2025 respectively. This will include an incremental delivery approach to the provision for both bus services. It is important to note that this implementation plan is based on the assumption that Clayton County will pass a 1% sales tax to support transit within the county. It is important to note that this implementation plan is based on the assumption that Clayton County will pass a 1% sales tax to support transit within the county, and two out of the three current MARTA jurisdictions ratify the RTCAA between MARTA and Clayton County. Figure 3-1 below provides a high level implementation timeline for Clayton County transit services.

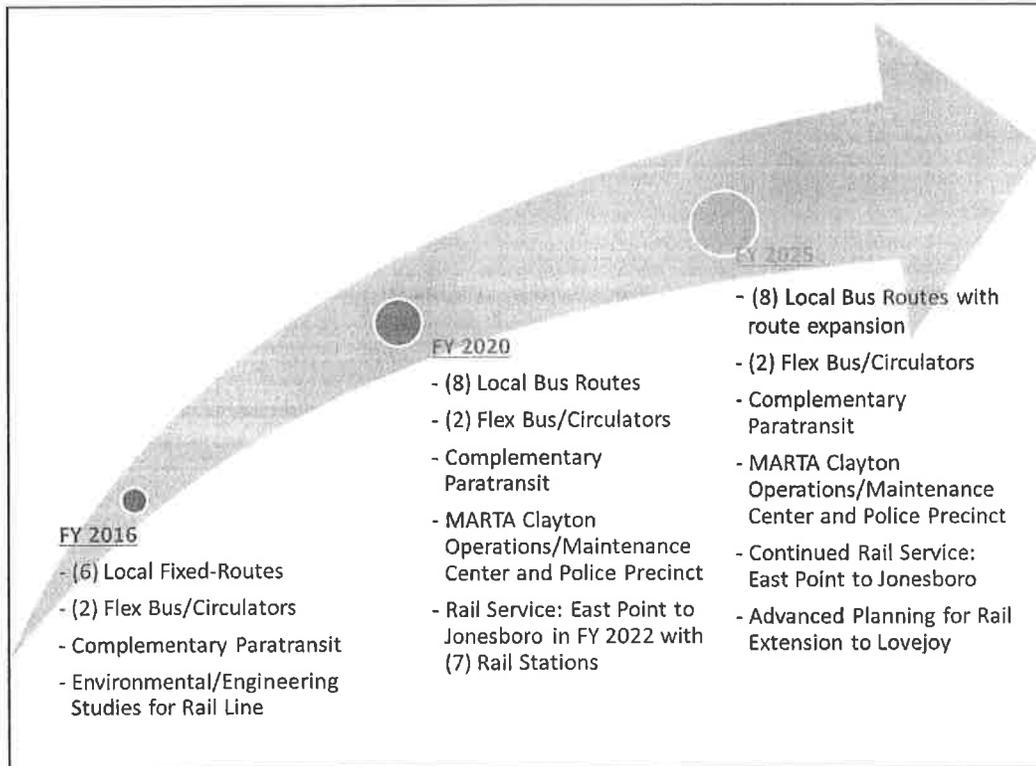


Figure 3-1: Clayton County Transit Implementation Timeline

3.1 FY 2016

It is proposed that bus revenue service begin in Clayton County early FY 2016 (i.e., July 2015). The service plan includes local bus service, limited flex route service, ADA complementary paratransit, and planning activities for future implementations.

3.1.1 Planned Revenue Bus Service

This section describes the bus service plan for FY 2016. The service will include six local bus routes, two flex route areas, and ADA complementary paratransit.

Local Bus Service

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Based on the proposed operating characteristics for the FY 2016 service plan, items including frequency, span of service, and vehicle requirements were estimated for the fixed-route bus-related services and can be seen in Table 3-1. The following information describes the operating results for bus service proposed for Clayton County for FY 2016. It is important to note that the service estimates contained herein are preliminary and will be confirmed prior to implementation. However, the statistics are presented in sufficient detail and based on reasonable assumptions such that they can be utilized for estimation of probable operating costs for the service plan.

Table 3-1: FY 2016 Service Characteristics by Route

Route	Service Characteristics			
	Frequency	Span of Service	# of Vehicles	
1 & 1A– SR 85/Riverdale/SR138	Weekday	30	5a – 12a	4
	Saturday	30	6a – 12a	4
	Sunday	60	7a – 10p	2
2 – Old Dixie/Tara	Weekday	30	5a – 12a	5
	Saturday	30	6a – 12a	4
	Sunday	60	7a – 10p	2
3 – SR 54/Jonesboro	Weekday	60	5a – 12a	2
	Saturday	60	6a – 12a	2
	Sunday	60	7a – 10p	2
4 – Conley/SR 42/Mt. Zion	Weekday	60	5a – 12a	3
	Saturday	60	6a – 12a	3
	Sunday	60	7a – 10p	3
5 – Forest Parkway	Weekday	60	5a – 12a	2
	Saturday	60	6a – 12a	2
	Sunday	60	7a – 10p	2
6 – Church/Upper Riverdale/ Mt. Zion	Weekday	30	5a – 12a	6
	Saturday	30	6a – 12a	5
	Sunday	60	7a – 10p	3

Complementary Paratransit Service

Given the nature of paratransit being a demand-response service that is dependent on the extents of the corresponding local bus service area and the demographics of the potential riders within it, it is not possible to project an assumed level of future service provision

(e.g., revenue miles or hours) without first establishing some relationship in this factor between these modes. As such, based on historical C-Tran data, it was assumed that the amount of service expended for paratransit is approximately 15 percent of the amount of local bus service provided on an annual basis. Therefore, paratransit miles and hours of service are assumed to equal 15 percent of the total miles and hours of local bus service, respectively. This will help ensure that the two services are comparable as required by the regulations of the ADA. The span of service for the complementary paratransit area will be the same as the route for which it is providing complementary service. Additionally, similar to the local fixed route service, it is expected that the paratransit service will require adjustment and calibration based on usage and demand.

Flex Bus/Circulator Service

For FY 2016, there are two planned flex route circulators serving West Riverdale, and Irondale/Lovejoy. Table 3-2 provides information on the service characteristics for each flex bus service area. The primary purpose of the flex bus service is to provide circulation within each community or residential area in which the service is located, as well as provide a means for convenient connectivity to the rest of the local bus network and other county transit services.

Table 3-2: FY 2016 Service Characteristics by Flex Area

Route	Service Characteristics		
	Frequency	Span of Service	# of Vehicles
West Riverdale			
Weekday	60	5a – 12a	1
Saturday	60	6a – 12a	1
Sunday	60	7a – 10p	1
Irondale/Lovejoy			
Weekday	60	5a – 12a	2
Saturday	60	6a – 12a	2
Sunday	60	7a – 10p	2

Summary of Proposed Services

Table 3-3 provides a summary of the total bus operating statistics for FY 2016 for all of bus services proposed for Clayton County, while Figure 3-2 shows local bus system by route for FY 2016.

Table 3-3: FY 2016 Estimated Operating Statistics for Bus-Related Services by Service Type

Service Type	Operating Statistics	
	Revenue Hours	Platform Hours
Local Bus	128,960	141,471
Complementary Paratransit	19,344	21,110
Flex Bus/ Circulator	20,007	21,948
Total	168,311	184,640

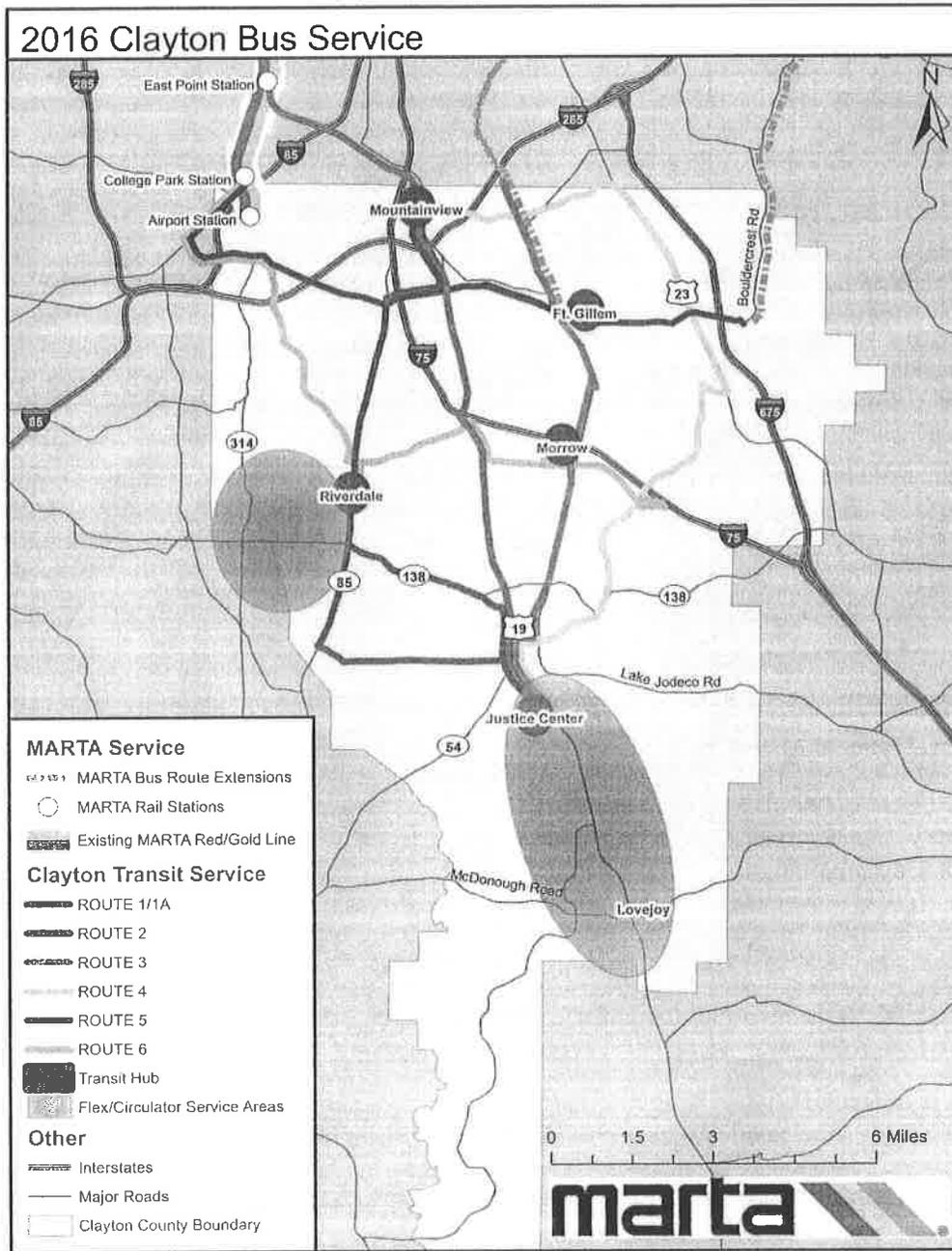


Figure 3-2: FY 2016 Clayton County Bus Service

3.1.2 Rail Project Development and Engineering

For the initial transit system in FY 2016 there will be no rail service extended into Clayton County. However, MARTA will complete environmental and engineering studies to prepare for rail service project delivery. This will include planning and engineering for the rail line as well as associated maintenance facilities. The detailed engineering studies will also include selecting the preferred alternative: shared or exclusive track.

3.1.2.1 Environmental/Engineering Studies – Rail System

An environmental document and construction documents will be required to develop the project. Preliminary engineering and mapping would be required to support the environmental analysis. The GDOT commuter rail environmental document from 2001 would need to be re-evaluated due to its age and changes that have occurred within the corridor. Upon the approval of an environmental document, final design would commence along with procurement of vehicles.

3.1.2.2 Environmental/Site Development Plans – MARTA Clayton Operations Center

A site development plan will be required for design and construction of a MARTA Clayton Operations Center in Clayton County. The site design work would also commence in FY 2016, and be completed in approximately 6 to 8 months.

3.1.2.3 Construction of Park & Ride Lot(s)

Identify a specific location(s) where park & ride lots will be beneficial to the development of ridership within the County. Commence property acquisition and development of site specific details for implementation within 2 years. Site(s) may be in conjunction with the development of rail station development, however are not contingent upon rail development.

3.2 FY 2020

3.2.1 Planned Revenue Bus Service

This describes the revenue bus service plan for FY 2020. The plan includes eight local bus routes, two flex route areas, and ADA complementary paratransit.

Local Bus Service

The FY 2020 service plan proposes two additional local bus routes. The Route 7 provides service between Riverdale and Mt. Zion Parkway. The Route 8 provides service between Mt. Zion Park & Ride and Old National Highway on SR-138. The additional service results in a need for an additional four buses. Finally, Routes 2 and 5 will provide service to extended areas, as seen in Figure 3-2.

Table 3-4: 2020 New Service Characteristics

Route	Service Characteristics		
	Frequency	Span of Service	# of Vehicles
7 – Valley Hill/Battlecreek Weekday	60	5a – 12:00a	2
8 – SR 138 Weekday	60	5a – 12:00a	2

Complementary Paratransit Service

As with the service provided in 2016, the ADA complementary paratransit will provide service within ¼ miles of the existing local bus service. In 2020 this service area will be expanded to include the new Route 7 and Route 8. The service will provide service during the same times as the local bus services are available.

Flex Bus/Circulator Service

The FY 2020 service plan includes two planned flex routes West Riverdale and Ellenwood. Table 3-6 provides information on the service characteristics and the proposed operating assumptions for the flex areas in FY 2020. The Irondale/Lovejoy flex route is replaced with the extension of Route 2 to Lovejoy.

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Table 3-5: FY 2020 Service Characteristics by Flex Route

Route	Service Characteristics		
	Frequency	Span of Service	# of Vehicles
Ellenwood			
Weekday	60	5a – 12:00a	1
Saturday	60	6a – 12:00a	1
Sunday	60	7a – 10p	1
West Riverdale			
Weekday	60	5a – 12:00a	1
Saturday	60	6a – 12:00a	1
Sunday	60	7a – 10p	1

Summary of Proposed Services

Table 3-7 provides a summary of the total operating statistics for the FY 2020 for all Clayton County bus services. Figure 3-3 provides a map showing all bus services.

Table 3-6: 2020 Estimated Revenue and Platform Hours for Bus-Related Services by Service Type

Service Type	2020	
	Revenue Hours	Platform Hours
Local Bus	143,295	156,190
Complementary Paratransit	21,495	23,430
Flex Bus/ Circulator	14,260	15,543
Total	179,050	195,163

3.2.2 Rail Services

3.2.2.1 Planned Revenue Rail Services

There are two rail alternatives illustrated for Clayton County; the shared use and exclusive track option. It is proposed that revenue rail passenger service in Clayton County would begin in FY 2022. The service would provide rail transit access to the major activity centers within Clayton County, as described in Chapter 2. The rail service plan options include a 15-minute headway option during peak hours and/or a 30-minute headway option during peak hours. These headway options as well as other operating scenarios (such as midday service) will be further analyzed as part future engineering and system design.

Table 3-8 describes the service characteristics of the rail service planned for FY 2022.

Table 3-7: FY 2022 Rail Service Characteristics

Route	Shared Track		Exclusive Track	
	Frequency	# of Vehicles ¹	Frequency	# of Vehicles ¹
Weekday	15	5 (3-car)	TBD	TBD
Saturday	15	5 (3-car)	TBD	TBD
Sunday	15	5 (3-car)	TBD	TBD

Notes:

- The final number of rail vehicles will be determined based on future detailed engineering and analysis of system capacity vs. passenger demand.*

3.2.2.2 Planned Rail Infrastructure

As previously mentioned, there are two alternatives for the rail line, sharing the existing Norfolk Southern tracks or building an exclusive track within the Norfolk Southern right-of-way. Both alternatives will require a corridor access lease with Norfolk Southern.

For the shared track alternative, MARTA would be required to upgrade the tracks and assist Norfolk Southern with track maintenance. This alternative would also require temporal separation of passenger rail vehicles and freight train operations.

In the case of the exclusive track, MARTA would construct a single track with passing sidings with the sole purpose of providing passenger rail operations within the railroad right-of-way. The single track would allow rail service between East Point and Jonesboro, without restricting Norfolk Southern freight train operations in the same corridor. Norfolk Southern will likely require access to the tracks outside of normal operations to provide freight service to existing customers located to the west of the MARTA Clayton Rail Extension tracks.

3.2.3 Construction of MARTA Clayton Operations Center

An administrative/dispatch/ bus fueling facility on approximately 8 acres of land fully fenced and lighted with secured access to support a 70+ bus fleet with a 5,000 square foot administrative building capable of housing at 150+ staff for operations and dispatch is also planned for Clayton County. Fuel facility would include 3 Compressed Natural Gas (CNG) pumps housed in a separate (but on-site) 3,000 square foot facility.

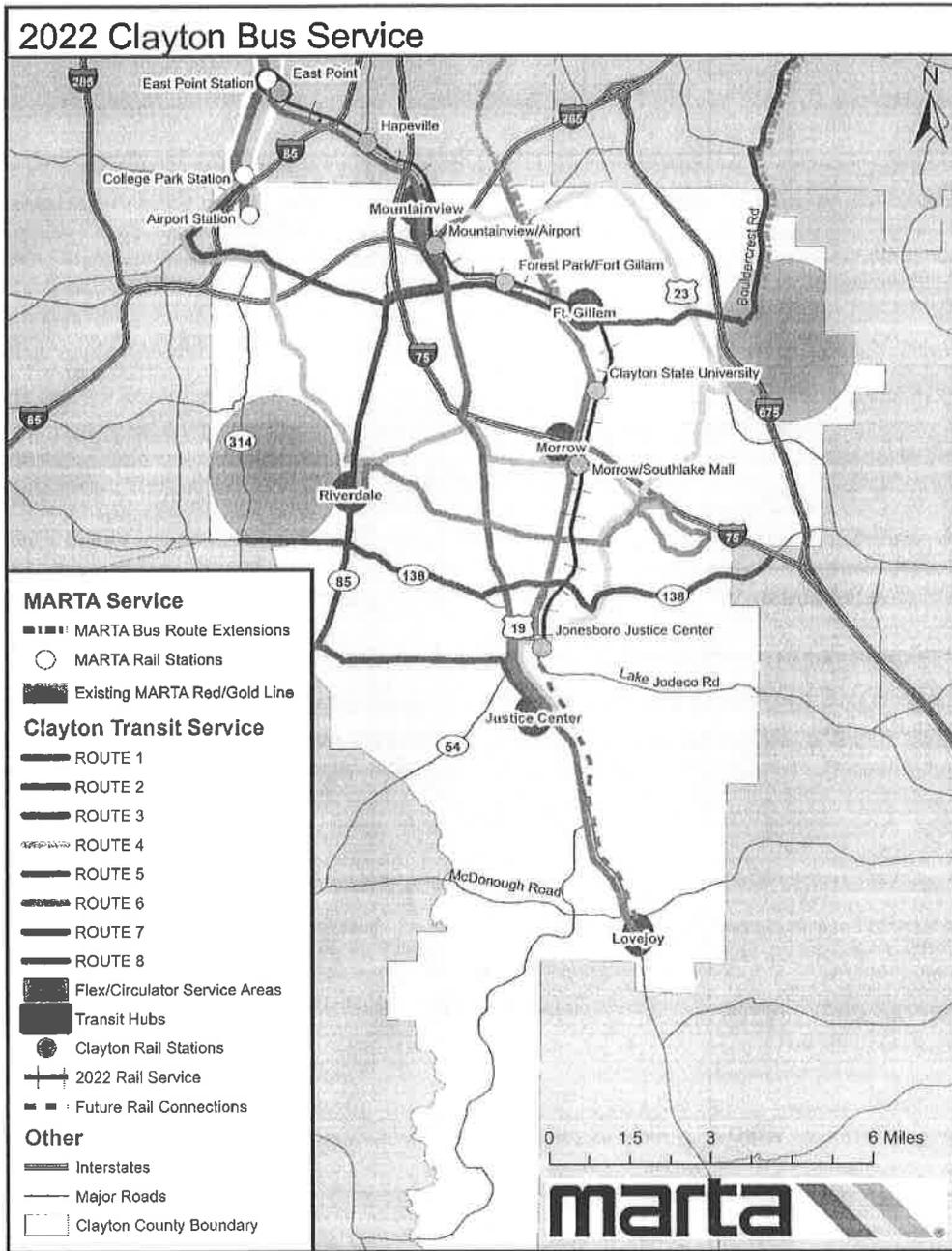


Figure 3-3: FY 2022 Clayton County Transit Service

3.3 FY 2025

3.3.1 Planned Revenue Bus Service

This describes the revenue bus service plan for FY 2025. The plan includes eight local bus routes, two flex route areas and ADA complementary paratransit. This section will describe the FY 2025 bus service plan, and any changes to the service previously implemented.

Local Bus Service

The local bus service plan would remain the same in 2025, with Routes 1 through 8 continuing service. The span of service would remain that same as 2020.

Complementary Paratransit Service

FY 2025 bus service plan would include no additional local bus routes, therefore the service area providing ADA complementary paratransit will remain the same

Flex Bus/Circulator Service

The FY 2025 bus service plan includes two flex route/circulator service areas similar to 2020. Table 3-9 provides the service characteristics for the flex routes. The flex routes would have their span of service as noted in the table.

Table 3-8: FY 2025 Service Characteristics by New Flex Route

Route	Service Characteristics		
	Frequency	Span of Service	# of Vehicles
Ellenwood			
Weekday	60	5a – 12a	1
Saturday	60	6a – 12a	1
Sunday	60	7a – 10p	1
West Riverdale			
Weekday	60	5a – 12a	1
Saturday	60	6a – 12a	1
Sunday	60	7a – 10p	1

Summary of Proposed Services

Table 3-10 provides a summary of the total operating statistics for the proposed FY 2025 bus service plan, all of which can be seen on the map provided in Figure 3-3.

Table 3-9: FY 2025 Estimated Revenue and Platform Hours for Bus-Related Services

Service Type	FY 2025	
	Revenue Hours	Platform Hours
Local Bus	151,570	165,212
Complementary Paratransit	24,874	27,113
Flex Bus/ Circulator	14,260	15,543
Total	190,704	207,868

3.3.2 Rail Services

3.3.2.1 Planned Revenue Rail Services

The FY 2025 rail service plan would continue between East Point MARTA Rail station and the Jonesboro Justice Center Rail station. Additionally, advanced planning studies to evaluate a rail line extension to Lovejoy would be required if demand and conditions warrant such a system expansion.

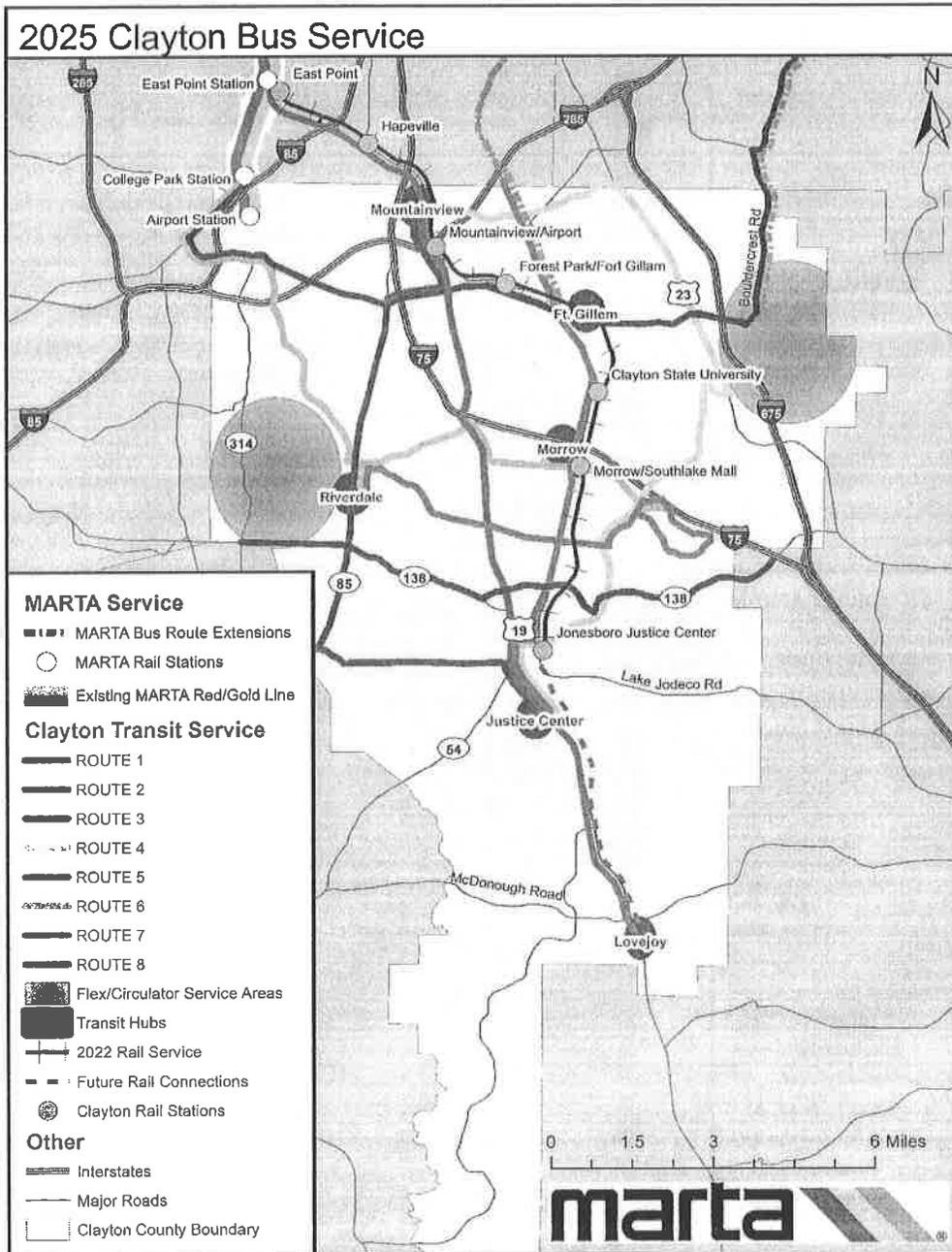


Figure 3-4: FY 2025 Clayton County Transit Service

4 PATRONAGE ESTIMATES

For the purposes of planning the capacity of transit service in Clayton County and estimating future fare revenues, analyses were made of the relative attraction of the proposed Clayton County transit service plan based on the implementation scheduled discussed in Chapter 3.

As described in Chapter 3: Implementation Plan, the service scenarios in the system development years used to estimate ridership are as follows:

- **Network 2016:** Countywide local bus services, limited flex route service, and ADA complementary paratransit. There will be no rail service considered in 2016.
- **Network 2022:** Improved headways and extended span of service on local bus routes, additional flex service, ADA complementary paratransit, and rail service to Jonesboro.
- **Network 2025:** Same local bus route service as 2020, additional flex service, ADA complimentary paratransit, and continued rail service to Jonesboro.

The rail patronage estimates were made using data from the Atlanta Regional Commission's (ARC) regional travel demand model that has been updated for the 2040 Regional Transportation Plan. To focus the model specifically on Clayton County growth rather than general growth, jobs were added to select traffic analysis zones (TAZ) based on the following assumptions of increased growth in Clayton County surrounding the proposed rail stations (employment for areas outside Clayton County were proportional reduced so that the regional control totals remained the same as in the current ARC forecasts):

- **Hapeville Station:** Jobs were added in this area to account for the new Porsche Headquarters Site currently under construction as well as the planned Aerotropolis multi-use development surrounding the airport with proposed hotels, Business Park, retail, and parking facilities.
- **Airport/Mountain View Station:** Jobs were added in these TAZs to account for planned Mountain View development, inclusion in a Clayton County development subarea, a potential new Community Improvement District (CID), and the creation of an opportunity zone with incentives for businesses.
- **Forest Park (Fort Gillem) Station:** Jobs were added in this area to account for the redevelopment planned as part of the Fort Gillem Base Realignment and Closure Act of 2005. This will include development for multiple uses in the area.
- **Clayton State Station:** The Clayton State University Master Plan projects an enrollment of 11,000 with full build-out and focused development in the areas immediately near the proposed rail station.
- **Southlake Mall Station:** Redevelopment in the area is expected after the planned mall acquisition. Employment projections by the Southlake Mall LCI Study are forecast to be higher than those in the current ARC Model. Additionally, Chime Solutions has recently announced the addition of 1,200 jobs in the area.

Using these service descriptions and employment adjustments, Table 4-1 shows the estimated daily ridership range for bus service and at individual rail stations.

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Table 4-1: Patronage Estimates

Service	Station	2016 Patronage Estimate		2022 Patronage Estimate		2025 Patronage Estimate	
		Low	High	Low	High	Low	High
Bus	N/A	9,400	12,800	13,400	18,100	14,100	19,000
Fixed Guideway	East Point	N/A	N/A	960	4,500	980	5,500
	Hapeville	N/A	N/A	130	810	140	1,000
	Mt. View/Airport	N/A	N/A	300	1,290	390	1,700
	Forest Park/Fort Gillem	N/A	N/A	360	960	430	1,300
	Clayton State	N/A	N/A	350	720	390	900
	Southlake	N/A	N/A	350	820	400	1,100
	Jonesboro	N/A	N/A	1,200	2,560	4,590	4,700
	Total Rail	N/A	N/A	3,650	11,660	7,320	16,200
Total		9,400	12,800	17,050	23,760	21,420	35,200

It is important to note that the East Point Boardings are higher than all other stations because it includes all rail boardings at that station, including those for MARTA's existing Red and Gold heavy rail lines.

5 COST AND FINANCING PLAN

This section outlines all of the estimated costs for implementing the previously described transit service in Clayton County. The cost estimates herein are based on the anticipated service plans for bus service as well as current costs per mile and revenue hour of service used by MARTA.

The purpose of these estimates is not to guarantee costs for service within Clayton County, but to provide a reasonable estimate so that both parties understand the magnitude of funds needed to provide the system described in this report.

5.1 System Costs

System costs are broken up by mode and by capital and annual operating and maintenance costs. These costs are estimates based on current allocated costs from MARTA, as well as, comparable transit systems whose costs are available from the National Transit Database.

5.1.1 Bus

5.1.1.1 Bus Capital Costs

The majority of bus capital costs will be the acquisition of vehicles. In addition, the proposed Clayton County fixed-route bus-related services will require expenditures on capital and supplementary infrastructure needs, including vehicles, but also bus stop and transit hub infrastructure and amenities. Following is a summary of the capital infrastructure that will be needed to provide and support the proposed service plan, along with related units, assumed unit costs, and resulting estimates of probable cost. Note that the provided unit costs come from MARTA's Fleet Maintenance Operations Division. Additionally, all vehicle figures include spare vehicles to maintain a standard 20 percent spare ratio.

- Bus Vehicles
 - Local bus vehicles = 32 vehicles x \$500,000/vehicle = \$16,000,000
 - Flex bus vehicles = 5 vehicles x \$125,000/vehicle = \$625,000
 - Paratransit vehicles = 10 vehicles x \$100,000/vehicle = \$1,000,000
- Bus stops, shelters and amenities: \$10,000,000 (over 10-year horizon period or approximately \$1M per year)
- Additional equipment to support expanded service area (e.g., service vehicles, police vehicles, etc.).

5.1.1.2 Bus Operating Costs

To develop estimates of probable cost by year for the proposed bus-related services contained in this report, it is necessary to convert the planned revenue hours for each service type to platform hours (which includes deadhead and operator report times) so that typical MARTA unit costs can be used for this process. This is done by applying a relationship factor that was derived from the MARTA Service Planning and Scheduling. Using the platform hours reported in Chapter 3 for each year, the estimated annual costs for operations and maintenance can be seen in Table 5-1.

Table 5-1: Estimated Operations and Maintenance Costs

Service Type	2016	2020	2025
Local Bus	\$15,150,131	\$16,718,577	\$17,684,292
Complementary Paratransit	\$1,897,975	\$2,095,580	\$2,425,000
Flex Bus/ Circulator	\$2,350,000	\$1,663,723	\$1,663,723
Total	\$19,398,514	\$20,477,880	\$21,773,015

Note: Costs include costs for safety and security/law enforcement.

5.1.2 Rail Costs

5.1.2.1 Rail Capital Costs

Capital cost estimate for the exclusive rail alignment and shared track are shown below. The alignment anticipated an at-grade station located at East Point and extends south to Jonesboro. These estimates are preliminary and will be refined as part of the engineering and design phase.

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Table 5-2: Exclusive Track Rail Capital Costs

SCC #	FTA Standard Cost Category	Estimated Cost
10	Guideway and Track Elements	\$64,220,000
20	Stations, Stops, Terminals, Intermodals	\$14,560,000
30	Support Facilities: Yards, Shops, Admin. Bldgs.	\$8,760,000
40	Sitework & Special Conditions	\$30,960,000
50	Systems & Signals	\$46,050,000
	Construction Cost	\$164,550,000
60	ROW, Land, Existing Improvements ¹	\$2,450,000
70	Vehicles ²	\$96,040,000
80	Professional Services	\$56,140,000
90	Unallocated Contingency	\$95,420,000
100	Finance Charges	\$0
	Total Rail Construction Cost	\$414,600,000

Note:

1. *Right-of-Way only for VSMF.*
2. *2022 five three-car trains estimated to be required.*

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Table 5-3: Shared Use Rail Capital Costs

SCC #	FTA Standard Cost Category	Estimated Cost
10	Guideway and Track Elements	\$26,660,000
20	Stations, Stops, Terminals, Intermodals	\$15,660,000
30	Support Facilities: Yards, Shops, Admin. Bldgs.	\$7,470,000
40	Sitework & Special Conditions	\$12,410,000
50	Systems & Signals	\$47,870,000
	Construction Cost	\$110,070,000
60	ROW, Land, Existing Improvements ¹	\$2,450,000
70	Vehicles ²	\$55,210,000
80	Professional Services	\$37,410,000
90	Unallocated Contingency	\$63,260,000
100	Finance Charges	\$0
	Total Rail Construction Cost	\$250,000,000

Note:

1. Right-of-Way only for the VSMF.
2. 2022 four two-car trains estimated to be required.

These rail construction costs are estimates based upon conceptual plans, the purpose of which is to inform the Rapid Transit Contract parties of anticipated costs and not to guarantee costs of the rail construction nor do they reflect all potential Norfolk Southern requirements. These estimates are in 2014 dollars and do not account for inflation.

5.1.2.2 Rail Operating Costs

Based on the planned rail service for FY 2022 and FY 2025, analyses were performed on the rail corridor to estimate the annual operation and maintenance costs associated with each service plan.

For 2022, the operations and maintenance cost estimates are based 15 minute headway during peak period between the East Point MARTA Rail Station and the proposed Jonesboro Station. However, as previously mentioned, a 30-minute peak hour headway option will also be analyzed as part of future engineering and design studies.

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The annual estimates operations and maintenance costs for shared track and exclusive track are \$10,000,000 and \$12,000,000 respectively. These costs are exclusive to the access fee for the Norfolk Southern right-of-way. These estimates account for costs such as administration, contractor fee, dispatching, sales and marketing, train crew personnel, fuel, train maintenance, track and right-of-way maintenance, station maintenance, and insurance.

Table 5-4: Exclusive Track Annual Operating and Maintenance Costs

Annual Operations	Estimated Operating Costs
Annual O&M Cost	\$10,000,000
Overhead	\$1,350,000
Contingency	\$650,000
Total Annual O&M Cost	\$12,000,000

Table 5-5: Shared Track Annual Operating and Maintenance Costs

Annual Operations	Estimated Operating Costs
Annual O&M Cost	\$8,400,000
Overhead	\$1,045,000
Contingency	\$555,000
Total Annual O&M Cost	\$10,000,000

These rail operating costs are estimates, the purpose of which is to inform the Rapid Transit Contract parties of anticipated costs and not to guarantee costs of the rail service. These estimates are in 2014 dollars and do not account for inflation.

5.1.3 MARTA Clayton Operations Center

The MARTA Clayton Operations Center for Clayton County costs are estimated in the table below. The center will provide the services as previously noted.

Table 5-6: MARTA Clayton Operations Center Building Estimated Costs

Description	Total
Construction Total¹	\$25,000,000
Real Estate Cost	\$1,250,000
Total Project Cost	\$26,250,000

Note:

- 1. Architecture/engineering/project management is included in the construction cost. Land cost will be subject to the prevailing prices at the times of construction.*

5.2 Sources of Funds

The Clayton County Transit Plan includes two primary sources of revenue funds to meet the capital and operating costs. These are the proceeds of the retail sales and use tax levied for transit purposes pursuant to the Transit Contract, and the revenues derived from fare revenue from the MARTA extension into Clayton County. In addition to the revenue sources, MARTA anticipates obtaining financing primarily from Federal transit grants and

Bond Issuance to fund the capital costs associated with the implementation of the Clayton County Transit Plan. Additionally, based on the 1% sales tax sales, the MARTA policy regarding 50-50 split between capital and operating costs is not required.

5.2.1 Projected Sales Tax Generation

Operation of the Clayton County Transit Plan will be funded by a portion of the proceeds of the statutory retail sales and use tax as it may be applied for rapid transit purposes. The Authority derived an annual forecast of such proceeds based upon a reasonable projection of retail sales volume and value over the period covered by the Financing Plan. This source of revenue includes the proceeds of the retail sales and use tax and that portion of the proceeds of future issues of Authority sales tax revenue bonds which can be repaid from the proceeds of the retail sales and use tax levied within Clayton County.

5.2.2 Farebox Revenues

The rates charged for services on Clayton County Transit will be same rates charged for the same services on the Authority's existing System. Under the Authority's present policy, fares to be charged to users of any segment of the existing System are to be uniform and equal regardless of trip length, transfers made, or component of the system used. Furthermore, the Authority's present Fare policy is to charge the lowest fare consistent with its ability to fulfill its budgeted obligations. The rates charged for services on the Authority's system, including Clayton County Transit, may, in the sole discretion of the Authority, be based in the future upon zone fares or time and distance based fares provided that such rates or fares are applied uniformly throughout the System.

5.2.3 Other Sources

MARTA has not assumed Federal operating and maintenance funding since the availability of such funds is dependent on accurate ridership estimates, which are not yet available. Once ridership estimates can be prepared with a reasonable degree of accuracy, estimates of annual Federal funding for operations and maintenance will be included in the Financing Plan.

5.3 Financing Plan

The Authority's plan of financing the Clayton County Transit Plan is a blending of work by many experts, including financial consultants, general counsel, and other advisors. Input into the Financing Plan itself included the funds draw down requirements to meet the capital expenditures, the annual costs of operations, the projected needs for equipment replacement, and, on the income side, the projection of sales tax revenues and fare revenues.

The following tables summarize the Financing (Cash Flow) Plan for both alternatives. It presents the annual costs and funding requirements for the Clayton County Transit Plan together with the anticipated income and the manner in which that income is applied. This table also summarizes the revenue distribution from the retail sales and use tax levied in Clayton County, as well as the debt service schedule. Note that the cash flow assumes no increase in annual operating costs for bus or rail service over time. This will be revisited as part of implementing the system and analyzing passenger demand.

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Table 5-7: Shared Track Option Cash Flow

	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	TOTAL
Sources											
Sales Tax 1%	46.1	46.1	46.2	46.2	46.3	46.3	46.4	46.6	46.8	47.1	464.2
Clayton County SPLOST	7.0	-	-	-	-	-	-	-	-	-	7.0
Bus - Farebox Recovery	4.4	4.4	4.4	4.4	4.7	4.7	4.7	4.7	4.7	5.1	46.4
Rail - Farebox Recovery	-	-	-	-	-	2.7	2.7	2.7	2.7	2.7	13.5
Federal Funds - Capital	5.9	1.6	1.6	56.2	52.5	12.1	2.1	1.7	1.6	3.0	138.3
Federal Funds - Operating	-	-	-	-	-	-	-	-	-	-	-
Financing	-	-	-	-	-	55.0	-	-	-	-	55.0
Total Sources	63.4	52.2	52.2	106.9	103.5	120.9	55.9	55.7	55.9	57.9	724.4
Uses											
Operating											
Rail Operations	-	-	-	-	-	10.0	10.0	10.0	10.0	10.0	50.0
Rail Corridor Access Fee	-	-	-	1.0	1.0	1.0	1.0	1.0	1.0	1.0	7.0
Bus/Paratransit Operations	19.4	19.4	19.4	19.4	20.5	20.5	20.5	20.5	20.5	21.8	201.9
Total Operating Expenditures	19.4	19.4	19.4	20.4	21.5	31.5	31.5	31.5	31.5	32.8	258.9
Capital/Debt Service											
Rail Feasibility and Engineering Environmental	5.0	5.0	5.0	-	-	-	-	-	-	-	15.0
Rail/Facilities Sustaining Capital	-	-	-	-	-	-	2.5	2.5	2.5	2.5	10.0
Rail Capital Investment	-	-	-	50.0	100.0	109.2	-	-	-	9.2	268.4
Bus/Facilities Sustaining Capital	4.0	4.0	4.0	4.9	4.0	4.5	4.9	4.1	4.0	10.2	48.6
Bus/Facilities Capital Investment	18.2	1.0	1.0	8.3	16.1	10.0	6.0	1.0	1.0	4.4	67.0
Debt Service	-	-	-	-	-	7.0	7.0	7.0	7.0	7.0	34.8
Total Capital/Debt Service	27.2	10.0	10.0	63.2	120.1	130.7	20.4	14.6	14.5	33.2	443.7
Total Uses	46.6	29.4	29.4	83.6	141.6	162.2	51.9	46.1	46.0	66.0	702.6
Balance	16.8	22.8	22.8	23.3	(38.1)	(41.3)	4.1	9.7	9.9	(8.1)	
Cumulative Balance	16.8	39.6	62.4	85.7	47.6	6.3	10.4	20.0	30.0	21.8	
* Note Fare Box Recovery Ratio of 27%											

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Table 5-8: Exclusive Track Option Cash Flow

	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	TOTAL
Sources											
Sales Tax 1%	46.1	46.1	46.2	46.2	46.3	46.3	46.4	46.6	46.8	47.1	464.2
Clayton County SPLOST	7.0	-	-	-	-	-	-	-	-	-	7.0
Bus - Farebox Recovery	4.4	4.4	4.4	4.4	4.7	4.7	4.7	4.7	4.7	5.1	46.4
Rail - Farebox Recovery	-	-	-	-	-	-	3.2	3.2	3.2	3.2	13.0
Federal Funds - Capital	5.9	1.6	2.0	66.2	42.1	62.1	22.1	2.1	2.1	2.1	208.3
Federal Funds - Operating	-	-	-	-	-	-	-	-	-	-	-
Financing	-	-	-	-	65.0	85.0	-	-	-	20.0	170.0
Total Sources	63.4	52.2	52.6	116.9	158.1	198.2	76.4	56.7	56.9	77.5	908.9
Uses											
Operating											
Rail Operations	-	-	-	-	-	-	12.0	12.0	12.0	12.0	48.0
Rail Corridor Access Fee	-	-	-	1.0	1.0	1.0	1.0	1.0	1.0	1.0	7.0
Bus/Paratransit Operations	19.4	19.4	19.4	19.4	20.5	20.5	20.5	20.5	20.5	21.8	201.9
Total Operating Expenditures	19.4	19.4	19.4	20.4	21.5	21.5	33.5	33.5	33.5	34.8	256.9
Capital/Debt Service											
Rail Feasibility and Engineering Environmental	5.0	5.0	5.0	-	-	-	-	-	-	-	15.0
Rail/Facilities Sustaining Capital	-	-	-	-	-	-	2.5	2.5	2.5	2.5	10.0
Rail Capital Investment	-	-	-	114.0	137.0	149.8	-	-	-	13.8	414.6
Bus/Facilities Sustaining Capital	4.0	4.0	4.0	4.9	4.0	4.5	4.9	4.1	4.0	10.2	48.6
Bus/Facilities Capital Investment	18.2	1.0	1.0	8.3	16.1	10.0	6.0	1.0	1.0	4.4	67.0
Debt Service	-	-	-	-	5.0	11.5	11.5	11.5	11.5	14.1	65.2
Total Capital/Debt Service	27.2	10.0	10.0	127.2	162.1	175.8	24.9	19.1	19.0	44.9	620.3
Total Uses	46.6	29.4	29.4	147.6	183.6	197.3	58.4	52.6	52.5	79.7	877.2
Balance	16.8	22.8	23.2	(30.7)	(25.5)	0.8	18.0	4.0	4.4	(2.2)	
Cumulative Balance	16.8	39.6	62.8	32.1	6.6	7.4	25.4	29.5	33.9	31.6	
* Note Fare Box Recovery Ratio of 27%											

**FIFTEENTH AMENDMENT
TO RAPID TRANSIT CONTRACT
AND ASSISTANCE AGREEMENT**

THIS AMENDMENT, made and entered into as of the 11th day of February, 2020, by, between, and among Fulton County, a political subdivision of the State of Georgia (hereinafter sometimes called "Fulton"), DeKalb County, a political subdivision of the State of Georgia (hereinafter sometimes called "DeKalb"), the City of Atlanta, a municipal corporation of the State of Georgia (hereinafter sometimes called "Atlanta"), and the Metropolitan Atlanta Rapid Transit Authority (hereinafter sometimes called the "Authority"), a public body corporate and a joint instrumentality of Fulton, DeKalb, Clayton County, Gwinnett County, and Atlanta, organized and existing under an Act of the General Assembly of the State of Georgia, approved March 10, 1965, (Ga. L. 1965, p. 2243), said Act having been amended by an Act of the General Assembly approved March 4, 1966, (Ga. L. 1966, p. 3264), by an Act approved March 16, 1971, (Ga. L. 1971, p. 2082), by an Act approved March 16, 1971, (Ga. L. 1971, p. 2092), by an Act approved March 17, 1973, (Ga. L. 1973, p. 141), by an Act approved March 21, 1974, (Ga. L. 1974, p. 2617), by an Act approved March 21, 1974, (Ga. L. 1974p, 2627), by an Act approved February 20, 1976, (Ga. L. 1976, p. 3092), by an Act approved March 24, 1976, (Ga. L. 1976, p. 3098), by an Act approved March 24, 1976, (Ga. L. 1976, p. 3098), by an Act approved March 24, 1976, (Ga. L. 1976, p. 3104), by an Act approved March 31, 1976, (Ga. L. p. 3407, by an Act approved March 23, 1977, (Ga. L. 1977, p. 724), by an Act approved March 30, 1977, (Ga. L. 1977, p. 1211), by an Act approved April 8, 1977, (Ga. L. 1977, p. 1312), by an Act approved April 16, 1979, (Ga. L. 1979, p. 4634), by an Act approved March 27, 1980, (Ga. L. 1980, p. 3831), by an Act approved March 27, 1980, (Ga. L. 1980, p. 4333), by an Act approved April 7, 1981, (Ga. L. 1981, p. 4289), by an Act approved April 20, 1982, (Ga. L. 1982, p. 5101), by an Act approved March 18, 1983, (Ga. L. 1983, p. 764), by an Act approved March 14, 1985, (Ga. L. 1985, p. 3609), by an Act approved March 14, 1986, (Ga. L. 1986, p. 3756), by an Act approved March 20, 1986, (Ga. L. 1986 p. 4115), by an Act approved January 29, 1988, (Ga. L. 1988, p. 3510), by

an Act approved April 11, 1988, (Ga. L. 1988, p. 5013), by an Act approved April 12, 1988, (Ga. L. 1988, p. 5023), by an Act approved March 30, 1989, (Ga. L. 1989, p. 4313), by an Act approved March 13, 1990, (Ga. L. 1990, p. 3860), by an Act approved April 4, 1991 (Ga. L. 1991, p. 4626), by an Act approved April 11, 1991 (Ga. L. 1991, p. 4755), by an Act approved April 11, 1991 (Ga. L. 1991, p. 4761), by an Act approved April 7, 1992 (Ga. L. 1992, p. 5690), by an Act approved April 9, 1993 (Ga. L. 1993, p. 5251), by an Act approved April 8, 1994 (Ga. L. 1994, p. 4952), by an Act approved April 8, 1994 (Ga. L. 1994, p. 4959), by an Act approved April 1, 1996 (Ga. L. 1996, p. 3717), by an Act approved April 8, 1996 (Ga. L. 1996, p. 4314), by an Act approved March 27, 1998 (Ga. L. 1998, p. 3561), by an Act approved April 14, 1998 (Ga. L. 1998, p. 4450), by an Act approved April 19, 2000 (Ga. L. 2000, p. 4492), by an Act approved May 1, 2000 (Ga. L. 2000, p.4567), by an Act approved May 10, 2002 (Ga. L. 2002, p. 5683), by an Act approved May 10, 2002 (Ga. L. 2002, p. 5690), by an Act approved May 10, 2002 (Ga. L. 2002, p. 5698), by an Act approved June 4, 2003 (Ga. L. 2003, p. 4740), by an Act approved April 27, 2006 (Ga. L. 2006, p. 3746), and by an Act approved April 27, 2006 (Ga. L. 2006 p.3751), and an Act approved April 24, 2014 (Ga. L. 2014, p. 634) and an Act approved May 5, 2015 (Ga. L. 2015, p.3532) (hereinafter sometimes referred to as the “Act”);

WITNESSETH THAT:

Whereas, the Authority, Atlanta, Fulton, and DeKalb previously entered into a Rapid Transit Contract and Assistance Agreement as of the first day of September, 1971 (hereinafter called the “Contract”), which set forth and delineated the respective duties, obligations, and commitments of the parties hereto to each other with respect to construction, development, and implementation of the Authority’s rapid transit system (hereinafter called the “System”) and incorporated by reference the Engineering Report dated September, 1971, which embodied preliminary plans and recommendations for the acquisition and construction of the System; and

Whereas, pursuant to the fourteenth amendment to such contract, effective December 9, 2014, the parties approved the extension of the system into Clayton County thereby adding Clayton as a party to the Contract; and

Whereas, Section 4(d) of the Contract recognizes and contemplates that changes to the System from that embodied in the Engineering Report may from time to time become desirable;

Whereas, Section 5 of the Contract provides for procedures to effectuate approval by the governing bodies of the parties to the Contract for any substantial deviation from the Engineering Report; and

Whereas, the Authority, Atlanta, Fulton, and DeKalb and Clayton, in accordance with Sections 4(d) and 5 of the Contract, have previously made fourteen amendments to the Contract, making changes to the System; and

Whereas, Tables 5-7 and 5-8 of the Clayton County Comprehensive Transit Plan- Clayton Extension Report refers to Clayton County SPLOST funds as a source of revenue; and

Whereas, Clayton County SPLOST revenue was not utilized as contemplated as a source of revenue in the Rapid Transit Contract entered into between the Authority and Clayton and further the Clayton County SPLOST revenues for the year in question did not collect the amounts anticipated by 25,000,000.00; and

Whereas, the Authority, Atlanta, Fulton, DeKalb and Clayton desire to remove all references to the Clayton County SPLOST from Tables 5-7 and 5-8; and

Whereas, pursuant to O.C.G.A. 32-9-13, the City of Atlanta was authorized to levy a retail sales and use tax of up to .50 percent in addition to the tax currently authorized by the MARTA Act which such said tax is to run concurrently with the tax authorized by the

MARTA Act, once such tax was approved by a majority of the qualified voters of the City in a referendum where the question presented to the electorate was “Shall an additional sales tax of .50 percent be collected in the City of Atlanta for the purpose of significantly expanding and enhancing MARTA transit service in Atlanta ?” ; and

Whereas, pursuant to the aforementioned Code section a list of rapid transit projects, within or serving the City, that is to be funded by the .50 percent, is to be incorporated into the Contract, which such list of approved projects is annexed hereto as Exhibit “A”; and

Whereas, Fulton and DeKalb Counties have adopted Transit Master Plans outlining potential future transit initiatives that may be implemented within those counties and incorporated into the Engineering Report and a list of such projects for each jurisdiction is annexed hereto as Exhibit B and Exhibit C; and

Whereas, Section 2(d) of the Contract, as heretofore amended, provides that the levy of a retail sales and use tax for rapid transit purposes at the maximum rate permitted by law from time to time during the full term of the Contract and recites that the maximum rate of the said tax shall be one percent until June 2047 and one-half of one percent thereafter; and

Whereas, the General Assembly, by an Act approved May 15, 2015, amended Section 25 of the Act to provide the maximum rate of the said tax shall be one percent until and including June 30, 2057 and shall thereafter be reduced to one-half of one percent thereafter; and

Whereas, the Authority, Atlanta, Fulton, DeKalb and Clayton desire to amend Section 2(d) of the Contract to conform to the said amendment of Section 25 of the Act; and

Whereas, in consideration for the additional ten (10) years of a full penny tax that may be levied for rapid transit purposes in Atlanta, Fulton, DeKalb and Clayton, the Authority

commits to ensuring that transit projects are designed and executed within each jurisdiction according to the priorities of the jurisdictions; and

Whereas, the Authority and Atlanta, Fulton, DeKalb and Clayton acknowledge that there have been numerous changes to the System through amendments to the Contract which have created inconsistencies in the Engineering Report and therefore the MARTA Board of Directors has requested all jurisdictions to work together to bring forth a sixteenth amendment to the Contract setting forth a comprehensive Engineering Report and other changes; and

Whereas, pursuant to Sections 4(d) and 5 of the Contract, approval by Atlanta, Fulton, DeKalb, and Clayton of the said amendments to the Contract and changes to the Engineering Report was given by appropriate and duly adopted resolutions, by Atlanta on February 3, 2020, by Fulton on January 22, 2020, by Clayton on February 4 2020, and by DeKalb on February 11, 2020; and

Whereas, pursuant to the said resolutions of approval and in accordance with the desires of the parties, Atlanta, Fulton, DeKalb, Clayton and the Authority hereby incorporate, establish, and bind each other to such amendments to the Contract and changes to the Engineering Report and provide evidence of their mutual agreement thereto.

NOW THEREFORE, in consideration of the premises and the undertakings hereinafter set forth, Atlanta, Fulton, DeKalb, Clayton and the Authority, each acting by and through its authorized officers, pursuant to a resolution or ordinance duly adopted and properly passed by its governing body, covenant and agree as follows:

Section 1. Atlanta, Fulton, DeKalb, Clayton, and the Authority do hereby amend the Contract and Engineering Report so as to reflect certain substantial deviations from the Engineering Report as more fully described in "Exhibit A" attached hereto and by this reference made a part hereof, which lists those projects to be funded in whole or in part

by the levy of an additional sales tax of .50 percent within the limits of the City of Atlanta as approved pursuant to a referendum held on November 8, 2016, such tax to run concurrently with the tax authorized by the Act.

Furthermore, Atlanta, Fulton, DeKalb, Clayton and the Authority do hereby amend the Contract and Engineering Report so as to reflect certain substantial deviations from the Engineering Report that may be accomplished in Fulton County outside the City of Atlanta, as more fully described in "Exhibit B", attached hereto and by this reference made a part hereof, which lists those projects to be funded either through the sales taxes levied for rapid transit purposes through 2057 or through additional sales taxes or other funding sources.

Furthermore, Atlanta, Fulton, DeKalb, Clayton and the Authority do hereby amend the Contract and Engineering Report so as to reflect certain substantial deviations from the Engineering Report that may be accomplished in Dekalb County, as more fully described in "Exhibit C", attached hereto and by this reference made a part hereof, which lists those projects to be funded either through the sales taxes levied for rapid transit purposes through 2057 or through additional sales taxes or other funding sources.

Furthermore, Atlanta, Fulton, DeKalb, Clayton and the Authority do hereby amend the Contract and Engineering Report so as to reflect certain deviations from the Clayton Extension Report that may be accomplished in Clayton County, as more fully described in "Exhibit D", attached hereto and by this reference made a part hereof, which lists a system implementation plan.

It is hereby agreed that such changes constitute substantial deviations from the Engineering Report and, as required by the Contract, have been and hereby are appropriately and duly approved.

Section 2. The Engineering Report shall be deemed modified to the extent, and only to the extent, as is provided for in Exhibits "A", "B", "C" and "D" attached hereto.

Section 3. The effective date of this amendment to the Contract and Engineering Report is February 11, 2020, the said amendment having been approved on or before that date by Atlanta, Fulton, DeKalb, and Clayton.

Section 4. Atlanta, Fulton, DeKalb, Clayton and the Authority do hereby amend the second sentence of Subsection 2(d) of the Contract, as heretofore amended, by inserting after the following:

“and as further amended by an Act (H.B. 1615) approved March 16, 2000,”

the following:

“and as further amended by an Act (H.B.213) approved May 5, 2015 (Ga. L. 2015, p. 3532),”

and by striking the following:

“until and including June 30, 2047”

and by inserting in lieu thereof the following:

“until and including June 30, 2057,”

So that when so amended the second sentence of Subsection 2(d) of the Contract shall read as follows:

“It is understood and agreed that the Act of the General Assembly of the State of Georgia approved March 16, 1971 (Ga. L. 1971, p. 2082), as amended by Act 623 (H.B. 515) approved April 16, 1979 (Ga. L. 1979, p. 4634), and as further amended by Act 449(H.B. 339) approved March 29, 1983 (Ga. L. 1983, p. 1079) and as further amended by an Act (H.B. 1502) approved March 3, 1990 (Ga. L. 1990, p. 3860) and as further amended by an Act (H.B. 1615) approved March 16, 2000 (Ga. L. 2000, p. 4567) and as further amended by an Act (H. B. 213) approved May 5, 2015 (Ga. L. 2015, 3532), which authorizes the levy of the aforesaid retail sales and use tax for rapid transit purposes, provides for a maximum rate of taxation of one percent until and including June 30, 2057, and at a maximum rate of one-half of one percent thereafter and that, to the fullest extent permitted by law, those entities which, from time to time shall lend monies to the Authority, shall be deemed to have relied for repayment security on this contract and agreement and they shall be third party beneficiaries hereof, such reliance relating particularly to the covenants of Fulton, DeKalb, Clayton and Gwinnett hereby expressed that the rates of taxation to be levied during the full term of this contract and agreement shall not be less than the maximum rates now set forth in the aforesaid Act.”

Section 5. Atlanta, Fulton, DeKalb, Clayton and the Authority do hereby amend Subsection 4 of the Contract, as heretofore amended, by inserting a new Subsection 4(j) which shall state the following:

“4(j) To facilitate smart transit-oriented development that aligns MARTA’s priorities with each jurisdiction’s priorities, each jurisdiction may elect to create a Transit Oriented Development Council. The majority of the Council members for each jurisdiction shall be appointed by the jurisdiction. The City of Atlanta shall have the exclusive right to decide whether to create a Council to review transit-oriented developments within the City of Atlanta, as well as the right of appointment of the majority of any such Council members. A MARTA Board member from the respective jurisdiction, appointed by the Chair of the MARTA Board, shall also serve on any such Councils. In those jurisdictions in which a Council is created, prior to the issuance of a Request for Proposal by MARTA for a transit-oriented development project in which MARTA proposes to include the allowance of a tax abatement, the TOD Council will approve by a majority vote whether to allow MARTA to permit a developer to seek a tax abatement as part of its proposal. The TOD Councils shall not review or approve any MARTA TOD project that does not allow the developer to seek a tax abatement.

Section 6. Atlanta, Fulton, DeKalb, Clayton and the Authority do hereby amend the Clayton County Comprehensive Transit Plan-Clayton Extension by deleting therefrom the reference to Clayton County SPLOST for FY 2016 contained in Tables 5-7 and 5-8.

Section 7. Atlanta, Fulton, DeKalb, Clayton and the Authority do hereby amend Subsection 1 of the Contract, as heretofore amended, by inserting a new subsection 1(f) which shall state the following:

“1(f) Any extensions of the System beyond the Metropolitan Area must be approved by Fulton, DeKalb, Clayton, Gwinnett and Atlanta in advance in the manner set forth in paragraph 5, provided that the Authority shall have determined that no financial advantage over the parties to the this contract and agreement has accrued or will accrue to any local government within which such extension is proposed to be made. If that approval to expand the system is given as set forth in paragraph 5, each existing party to

this Contract shall have the right, within ninety (90) days of such approval, to renegotiate this Contract, amendments thereto, and the Engineering Report; provided that any such renegotiation of this Contract, as amended, shall not alter, abate or impair the obligation of Fulton, DeKalb, Clayton or Gwinnett to levy a retail sales and use tax for rapid transit purposes at the maximum rate permitted by law or the payment of such tax moneys to the Authority.

IN WITNESS WHEREOF, the parties hereto, each acting through its duly authorized officer, have caused this Fifteenth Amendment to the Rapid Transit Contract and Assistance Agreement to be executed in several counterparts, each of which may be considered an original without the presentation of the others, as of the day and year first above written.

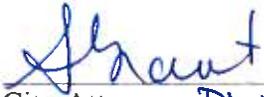
[Signatures are on the following pages.]

this Contract shall have the right, within ninety (90) days of such approval, to re-negotiate this Contract, amendments thereto, and the Engineering Report; provided that any such renegotiation of this Contract, as amended, shall not alter, abate or impair the obligation of Fulton, DeKalb, Clayton or Gwinnett to levy a retail sales and use tax for rapid transit purposes at the maximum rate permitted by law or the payment of such tax moneys to the Authority.

IN WITNESS WHEREOF, the parties hereto, each acting through its duly authorized officer, have caused this Fifteenth Amendment to the Rapid Transit Contract and Assistance Agreement to be executed in several counterparts, each of which may be considered an original without the presentation of the others, as of the day and year first above written.

[Signatures are on the following pages.]

Approved as to form:


City Attorney, Division Chief

CITY OF ATLANTA:

By: 
Mayor

ATTEST:


City Clerk

Approved as to form:

County Attorney

DeKALB COUNTY:

By: _____
Chief Executive Officer

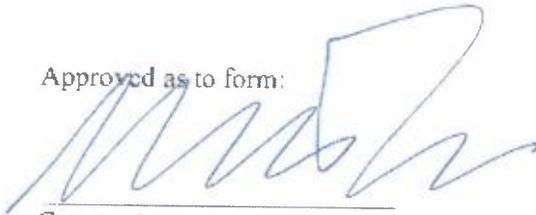
Approved as to form:

City Attorney

ATTEST:

City Clerk

Approved as to form:



County Attorney

ATTEST:



Clerk, Board of Commissioners

Approved as to form:



County Attorney

ATTEST:



County Clerk



CITY OF ATLANTA:

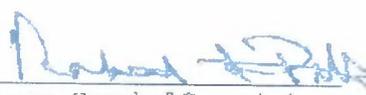
By: _____
Mayor

DeKALB COUNTY:

By: 

Chief Executive Officer

FULTON COUNTY:

By: 

Chairman, Board of Commissioners

Approved as to form:

Eddie McF
County Attorney

ATTEST:

Drenda James
County Clerk

CLAYTON COUNTY:

By: [Signature]
Chairman, Board of Commissioners



Approved as to form:

[Signature]
Counsel

ATTEST:

[Signature]
Secretary

METROPOLITAN ATLANTA
RAPID TRANSIT AUTHORITY:

By: [Signature]
General Manager/CEO

Exhibit A - City of Atlanta

<p>The following is a list of potential transit operational enhancements, service improvements and future high capacity transit and other projects within or serving the geographical limits of the City to be funded by the additional one-half penny sales tax and/or other non-sales tax funding sources.</p>	
<p>High Capacity Transit Corridor</p>	<p>Description</p>
BeltLine Loop - Southeast	Atlanta BeltLine corridor between Oakland City and King Memorial
<i>BeltLine Loop - Southwest</i>	Atlanta BeltLine corridor between Bankhead and Oakland City
<i>BeltLine Loop - Northeast</i>	Atlanta BeltLine corridor between King Memorial and Lindbergh
BeltLine Loop - Northwest	Atlanta BeltLine corridor between Bankhead and Lindbergh
<i>Clifton Road</i>	Lindbergh Center Station to Emory University
<i>Campbellton Road</i>	Oakland City Station to Greenbriar Mall
<i>Capitol Avenue</i>	North Avenue Station to Atlanta BeltLine - Southeast
Luckie Street	North Avenue Station to Downtown Streetcar
Crosstown Crescent	Joseph E Lowery Blvd/Ralph D Abernathy Blvd/Georgia Ave between the Southeast and Southwest BeltLine corridors
<i>DL Hollowell Pkwy / North Avenue</i>	Bankhead Station to Atlanta BeltLine - Northeast
Peachtree Street / Lee Street	Oakland City Station to Downtown Streetcar
<i>Northside Drive / Metropolitan Parkway</i>	Atlanta Metropolitan State College to a new regional bus system transfer point at I-75 North
I-20 West	HE Holmes Station to MLK Jr Drive and I-285
I-20 East	Five Points Station to Moreland Ave
<i>Crosstown Downtown West</i>	Downtown Streetcar to Atlanta BeltLine - Southwest
<i>Crosstown Downtown East</i>	Downtown Streetcar to Ponce City Market
<p>Other Transit Project</p>	<p>Description</p>
<i>Arterial Rapid Transit (ART) Program</i>	Expand Arterial Rapid Transit service frequency (10 peak, 12-15 midday, 15-20 nights and weekends) and service span along the following corridors to match heavy rail service hours: <i>Peachtree Road/Roswell Road, Cascade Road, Cleveland Avenue, Campbellton Road, Metropolitan Parkway</i>
Downtown Streetcar Operations	Operations of the existing Downtown Streetcar
Bus Service Improvements	Bus frequency, span of service, and community circulator improvements across routes primarily within the City of Atlanta
<i>Greenbriar Transit Center</i>	Park and ride transit hub for local or enhanced bus service at Greenbriar Mall along Greenbriar Pkwy
<i>Moore's Mill Transit Center</i>	Park and ride transit hub for local or enhanced bus service at

	Bolton Rd and Marietta Blvd
<i>Station Enhancements</i>	Access, wayfinding, operational, aesthetic improvements across Stations within the City of Atlanta
Armour	Infill Station at BeltLine near Armour Dr between Arts Center and Lindbergh Stations
Boone	Infill Station at BeltLine and Boone Blvd between Ashby and Bankhead Stations
Hulsey/Krog	Infill Station at BeltLine and Hulsey/Krog St between King Memorial and Inman Park/Reynoldstown Stations
Mechanicsville	Infill Station at McDaniel Street on the Red Line between Garnett and West End Stations
Murphy Crossing	Infill Station at BeltLine near Murphy Crossing between West End and Oakland City Stations
General Amenities	Bus stop amenities, including shelters, seating, and digital information at many bus stops within the City of Atlanta
20 railcars for Green Line expansion	Additional 20 railcars to accommodate capacity improvements along the Green Line
10 railcars for Blue Line expansion	Additional 10 railcars to accommodate capacity improvements along the Blue Line

NOTE: Italicized projects represent those projects prioritized by the MARTA Board of Directors on June 13, 2019.

TRANSIT IMPROVEMENTS WITHIN CITY OF ATLANTA

The following is a list of transit operational enhancements, service improvements and future high capacity transit planning studies within the City of Atlanta currently being examined by MARTA to serve the City under the existing 1 cent sales tax.

Project	Description
Existing MARTA bus, rail and mobility	Maintain the existing bus, rail and mobility services within the City of Atlanta. This includes providing safe and reliable service, maintaining the system infrastructure and supporting facilities in a state of good repair, implement customer and technological advancements and adjust bus and rail services as needed. Bus and rail services will be expanded based upon available resources and customer demand.
MARTA Comprehensive Operations Analysis	Implement recommendations from the Strategic Transportation Plan's Comprehensive Operations Analysis to improve bus and rail transit reliability and frequency on existing services. These include improving transit operations efficiency, identifying alternative service strategies, improving service to current riders, attracting new and/or "choice" riders, developing sustainable future service plans and connecting communities.
Rail Enhancements	Maintenance of Way track renovation (TR4) – Completed by 2025 Power systems (traction, auxiliary, elevator, lighting, security) – Ongoing AVIS info systems – Completed 2022
Bus Enhancements	Bus stop upgrades (approximately 300 amenities) – Completed by 2024
Transit Oriented Initiatives (TOD)	Continue support of TOD initiatives at: H.E. Holmes Bankhead Ashby Vine City West End Lakewood/Ft. McPherson Edgewood-Candler Park King Memorial Arts Center Peachtree Center North Avenue

The following is a list of transit operational enhancements, service improvements and future high capacity transit planning studies within the City of Atlanta currently being examined by MARTA to serve the City under the existing 1 cent sales tax.

Project	Description																										
Station Refurbishments	<p>The Station refurbishment program will be done based on an on-going station condition assessment. The current assessment results in the following station refurbishment plan with construction beginning in the following years. MARTA may substitute stations to meet current conditions within the City. Station and targeted completion dates are illustrated below</p> <table data-bbox="695 583 1409 1081"> <tbody> <tr> <td>Five Points - 2022</td> <td>Lakewood – 2024</td> </tr> <tr> <td>Airport – 2022</td> <td>Ashby St – 2024</td> </tr> <tr> <td>Oakland City– 2020</td> <td>Garnett St – 2024</td> </tr> <tr> <td>Omni/Dome – 2020</td> <td>Civic Center – 2025</td> </tr> <tr> <td>Edgewood / Candler Park – 2022</td> <td>Inman Park – 2025</td> </tr> <tr> <td>Lenox – 2022</td> <td>West End – 2025</td> </tr> <tr> <td>H.E. Holmes – 2022</td> <td>Lindbergh - 2025</td> </tr> <tr> <td>Midtown – 2023</td> <td>Bankhead – 2025</td> </tr> <tr> <td>East Lake – 2023</td> <td>Vine City – 2025</td> </tr> <tr> <td>Peachtree Center – 2023</td> <td>North Ave – 2026</td> </tr> <tr> <td>West Lake – 2023</td> <td>Georgia State – 2026</td> </tr> <tr> <td>Arts Center – 2024</td> <td>Buckhead – 2026</td> </tr> <tr> <td>King Memorial -2024</td> <td>Medical Center – 2026</td> </tr> </tbody> </table>	Five Points - 2022	Lakewood – 2024	Airport – 2022	Ashby St – 2024	Oakland City– 2020	Garnett St – 2024	Omni/Dome – 2020	Civic Center – 2025	Edgewood / Candler Park – 2022	Inman Park – 2025	Lenox – 2022	West End – 2025	H.E. Holmes – 2022	Lindbergh - 2025	Midtown – 2023	Bankhead – 2025	East Lake – 2023	Vine City – 2025	Peachtree Center – 2023	North Ave – 2026	West Lake – 2023	Georgia State – 2026	Arts Center – 2024	Buckhead – 2026	King Memorial -2024	Medical Center – 2026
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King Memorial -2024	Medical Center – 2026																										

EXHIBIT B

POTENTIAL TRANSIT IMPROVEMENTS WITHIN FULTON COUNTY

The following is a list of transit operational enhancements, service improvements and future high capacity transit planning studies within Fulton County currently being examined by MARTA to serve Fulton County under the existing 1 cent sales tax.

Project	Description
Existing MARTA bus, rail and mobility	Maintain the existing bus, rail and mobility services within Fulton County. This includes providing safe and reliable service, maintaining the system infrastructure and supporting facilities in a state of good repair, implement customer and technological advancements and adjust bus and rail services as needed. Bus and rail services will be expanded based upon available resources and customer demand.
MARTA Comprehensive Operations Analysis	Re-evaluate the Comprehensive Operations Analysis (2016) and implement recommendations to improve bus and rail transit reliability and frequency on existing services within Fulton County. These include improving transit operations efficiency, identifying alternative service strategies, improving service to current riders, attracting new and/or "choice" riders, developing sustainable future service plans and connecting communities.
Georgia 400 Transit Initiative	In coordination with GDOT's Express Lane project on GA400, MARTA will further conceptual planning of a bus rapid transit line from North Springs rail station to Windward Parkway that aligns with Fulton County's Comprehensive Transit Master Plan. Provide the funding for the operations and maintenance of the MARTA transit portion of this project.
South Fulton Parkway Transit Initiative	In alignment with Fulton County's Comprehensive Transit Master Plan, MARTA will support and further conceptual plans along the South Fulton Parkway to improve transportation access between South Fulton County residents and regional trip generators such as Hartsfield-Jackson International Airport and Downtown/Midtown Atlanta. Provide the funding for the operation and maintenance of this project.
Clayton County High Capacity Transit Initiative (Interjurisdictional project)	In coordination with Clayton County, MARTA will further conceptual planning of high capacity transit through the County.
Rail Enhancements	Maintenance of Way track renovation (TR4) – Completed by 2025 Power systems (traction, auxiliary, elevator, lighting, security) – Ongoing AVIS info systems – Completed 2022
Bus Enhancements	Bus stop upgrades (approximately 300 amenities) – Completed by 2024
Station Refurbishments	College Park – 2022 Medical Center - 2027 East Point – 2023 North Springs - 2027 Sandy Springs - 2026

The following is a list of potential transit operational enhancements, service improvements and future high capacity transit and other projects within Fulton County currently being examined by MARTA to service Fulton County under additional sales taxes or other funding sources.

Fulton County Transit Master Plan Project List – North Fulton County Transit Project List	Description
Bus Rapid Transit – GA 400	Advance plans into Project Development phases for high capacity transit from North Springs Station to the vicinity of Windward Parkway.
Arterial Rapid Transit – Holcomb Bridge Road	Bowen Road to SR 141.
SR 141	Study viability of ART on SR 141 from McGinnis Ferry Road to Doraville MARTA
Arterial Rapid Transit – Old Milton Parkway	Georgia SR 9 (Alpharetta Highway) to SR 141.
Arterial Rapid Transit – Roswell Road	Sandy Springs MARTA Station to Old Milton Parkway.
Local Bus Service – Abernathy/Johnson Ferry	Sandy Springs MARTA Station into Cobb County.
Micro-transit areas (3)	Sandy Springs City Center, North Sandy Springs, Roswell Road.
I-285 (Interjurisdictional project)	In coordination with Fulton County, MARTA will either advance plans into Project Development phases or further conceptual planning of specific elements of the project along I-285 within Fulton County between Cobb and DeKalb counties.
Fulton County Transit Master Plan Project List – South Fulton County Transit Project List	Description
Arterial Rapid Transit – Highway 29/Roosevelt Highway	College Park Station to Palmetto.
Bus Rapid Transit – South Fulton Parkway	College Park MARTA Station to SR 92. (Utilizing existing ROW)
Arterial Rapid Transit – Fulton Industrial Boulevard	I-20 to SR 154.
Arterial Rapid Transit – Camp Creek Parkway	College Park MARTA Station to Fulton Industrial Boulevard.
Micro-transit areas (5)	Fairburn, College Park, Flat Shoals Road / Buffington Road.
South Side Park and Ride Facility	Located at SR74 and I-85, this lot would serve Xpress buses in the area and expand direct access into downtown from Fairburn.

Arterial Rapid Transit (ART) Service	Expand Arterial Rapid Transit service frequency (10 peak, 12-15 midday, 15-20 nights and weekends) and service span along the following corridors to match heavy rail service hours: Roswell Road/Hammond Drive, Cascade Road, Cleveland Avenue, Virginia Avenue/Dogwood Drive, Fulton Industrial Boulevard, Camp Creek Parkway/Washington Road/Roosevelt Highway and Old National Highway.
Frequent Local Service	Expand Frequent Local service (15 peak, 20 off-peak and weekends) and service span along the following corridors to match heavy rail service hours: Roswell Road/Dunwoody Place, Flat Shoals Road and Delowe Drive.
Supporting Local Service	Expand Supporting Local service to the following areas: Commerce Drive, East Holcomb Bridge Road and Union City.
Community Circulator Service	Create Community Circulator service using smaller, neighborhood-friendly buses for the following communities: Medical Center/Perimeter Center and Oakley Industrial Boulevard.
Union City Transit Center	Improve bus-to-bus connectivity in the Union City area.
Camp Creek Transit Center	Improve bus-to-bus connectivity in the Camp Creek area.
Park and Ride Facilities	In support of the implementation of express bus service in Fulton County, develop park and ride facilities to meet the commuter market demand as needed.

EXHIBIT C

POTENTIAL TRANSIT IMPROVEMENTS WITHIN DEKALB COUNTY

<p>The following is a list of transit operational enhancements, service improvements and future high capacity transit planning studies within DeKalb County currently being examined by MARTA to serve DeKalb County under the existing 1 cent sales tax.</p>	
Project	Description
Existing MARTA bus, rail and mobility	Maintain the existing bus, rail and mobility services within DeKalb County. This includes providing safe and reliable service, maintaining the system infrastructure and supporting facilities in a state of good repair, implement customer and technological advancements and adjust bus and rail services as needed. Bus and rail services will be expanded based upon available resources and customer demand.
MARTA Comprehensive Operations Analysis	Implement recommendations from the Comprehensive Operations Analysis to improve bus and rail transit reliability and frequency on existing services. These include improving transit operations efficiency, identifying alternative service strategies, improving service to current riders, attracting new and/or “choice” riders, developing sustainable future service plans and connecting communities.
Transit Master Plan Alternatives	Support the continued refinement of alternative scenarios as identified in DeKalb’s 2019 Transit Master Plan.
Arterial Rapid Transit (ART) Services	In conjunction with Dekalb Co. signal prioritization project, support the implementation of the Buford Highway and Candler Road ART corridors as identified in DeKalb’s 2019 Transit Master Plan – Completed by 2024
I20 and I285 BRT Initiative	In coordination with GDOT’s Express Lane project, MARTA will support conceptual planning of feasibility of bus rapid transit on I285 and I20 that aligns with DeKalb County’s Transit Master Plan.
South DeKalb Mall Transit Center and Bus to Bus Routing	In alignment with DeKalb County’s Comprehensive Transit Master Plan, MARTA will plan and implement a Transit Center at South DeKalb Mall as well as route restructuring of bus to bus service to the center – Completed by 2023.
Stonecrest Mobility Center	Continue planning efforts, proceed with the design of, and support the implementation of the Stonecrest Mobility Center as well as other such hubs and park and ride locations, considering all available transit options.
TOD Initiatives	Continue support of TOD initiatives at Kensington, Indian Creek, and I20 East Corridor.

The following is a list of transit operational enhancements, service improvements and future high capacity transit planning studies within DeKalb County currently being examined by MARTA to serve DeKalb County under the existing 1 cent sales tax.

Project	Description
System Refurbishments	<p>Station refurbishments – Station refurbishment program will be done based on an on-going station condition assessment. The current assessment results in the following station refurbishment plan with construction beginning in the following years. MARTA may substitute stations to meet current conditions within Dekalb County.</p> <p>Indian Creek – late 2020 Brookhaven – 2022 Chamblee – 2023 Decatur – 2023 Avondale – 2024 Dunwoody – 2024 Kensington – 2025 Doraville – 2025</p> <p>Bus amenities bus stop upgrade (approximately 350 amenities) – Completed by 2024</p> <p>Maintenance of Way track renovation (TR4) – Completed by 2025</p> <p>Power systems (traction, auxiliary, elevator, lighting, security) – Ongoing</p> <p>AVIS info systems – Completed 2022</p>

The following is a list of potential transit operational enhancements, service improvements and future high capacity transit and other projects within DeKalb County currently being examined by MARTA to service DeKalb County under additional sales taxes or other funding sources.

DeKalb County Transit Master Plan Project Name	Description
ART-6	Memorial Drive ART from Five Points to Kensington
ART-7	Candler Road ART
ART-8	Clairmont Road ART
ART-9	Johnson Ferry Road ART
ART-10	North Druid Hills ART
ART-13	Lawrenceville Hwy ART
ART-15	LaVista Road ART
ART-16	Hairston Road ART
ART-17	Memorial Drive ART (Segment 3)
ART-18	Covington Highway ART
ART-19	Clifton Corridor ART (Segment 2)
BRT-1	I-20 East BRT (Segment 1)
BRT-2	I-285 BRT (Segment 1)
BRT-4	I-285 BRT (Segment 2)
BRT-15	Buford Highway BRT
BRT-17	I-20 East BRT (Segment 2)
LRT-1b	Clifton Corridor LRT (Emory to Clairmont Rd)
LRT-2	Clifton Corridor LRT (Clairmont to Avondale)
LRT-3	Clifton Corridor LRT Extension (Segment 3)
LRT-10	LRT to Wesley Chapel Road
HRT-1	Heavy Rail to Stonecrest

EXHIBIT D
CLAYTON COUNTY SYSTEM IMPLEMENTATION PLAN

The following is a list of transit operations, service improvements and high capacity transit planning studies and targeted implementation dates within Clayton County to serve Clayton County under existing 1 cent Clayton sales tax and other potential funding sources.

Project	Description
Existing MARTA Bus and Mobility (Paratransit)	Maintain the ten existing routes within Clayton County. (Route 32, 55, 89, 191, 192, 193, 194, 195, 196, 800) - Ongoing Plan and implement 2 additional routes. (Route 197; Route 198). Implemented in 2021
Clayton County High Capacity Transit (HCT)/Commuter Rail (CRT)	Continue planning and design of a 22-mile commuter rail corridor from East Point Station to Lovejoy, implemented in a phased approach. Funding sources for this project will include existing Clayton Co. Reserve Funds and Federal Transit Administration New Starts Funds. Initial phase East Point to Southlake Mall in service in 2030.
Clayton County High Capacity Transit (HCT) Bus Rapid Transit (BRT)	Continue planning, design and implementation of a BRT corridor route aligned along SR 85 and SR 139. Funding sources for this project will include existing Clayton Co. Reserve Funds and Federal Transit Administration Small Starts Funds. In service in 2026.
Clayton County Bus Stops Amenities Program	Bus amenities bus stop upgrade (approximately 175 amenities). Completed by 2024.
Clayton County Multipurpose Operations and Maintenance Facility	Construction of a new multipurpose operations and maintenance facility to replace the existing Hamilton Mills Bus Facility. This facility will also house a police precinct and administrative offices for MARTA staff. Funding sources for this project will include 1 cent sales tax (all jurisdictions), existing Clayton Co. Reserve Funds, Federal Transit Administration Discretionary Grants and Federal Transit Administration Formula Funds. In service by 2026.
Mobility Centers (Hubs) and Park n Ride Facilities	Continue planning efforts to identify and proceed with the design of mobility center (hubs) and park and ride locations. These transit facilities will be implemented through the HCT/CRT and HCT/BRT projects.

