

A RESOLUTION

AUTHORIZING AND DIRECTING THE GENERAL MANAGER TO EXECUTE AND DELIVER CONTRACTS WITH THE FOLLOWING FIRMS FOR THE PROVISION OF SERVICES UNDER THE METROLIFT SUBSIDY PROGRAM: GREATER HOUSTON TRANSPORTATION COMPANY, UNITED CAB COMPANY AND LIBERTY CAB COMPANY; AND MAKING OTHER FINDINGS AND PROVISIONS RELATIVE THERETO.

WHEREAS, the Board of Directors in 1985 authorized a transportation program for disabled persons utilizing both regular and specially-equipped taxicabs known as the METROLift Subsidy Program; and

WHEREAS, the METROLift Subsidy Program has proven to be very successful in supplementing the regular METROLift Program to accommodate emergency and spontaneous trips by eligible participants; and

WHEREAS, the METROLift Subsidy Program yields lower per-trip costs than the regular METROLift and is, thus, a very cost effective means to serve the special needs of the disabled community; and

WHEREAS, the Board of Directors is of the opinion that the METROLift Subsidy Program should be continued and that appropriate contracts should be entered into with transportation providers to meet these special transportation needs; and

WHEREAS, three (3) local taxicab companies responded to METRO's request for qualifications to provide transportation services under the METROLift Subsidy Program and all three (3) firms meet METRO's criteria for participation in this program;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1. The General Manager be and he is hereby authorized and directed to execute and deliver contracts with the following firms and in the following not-to-exceed amounts to provide transportation services to qualified METROLift Subsidy Program participants for a one-year period:

- | | |
|---|---------------|
| a. Greater Houston Transportation Company | \$ 574,880.00 |
| b. United Cab Company | 330,271.00 |
| c. Liberty Cab Company | 48,600.00 |

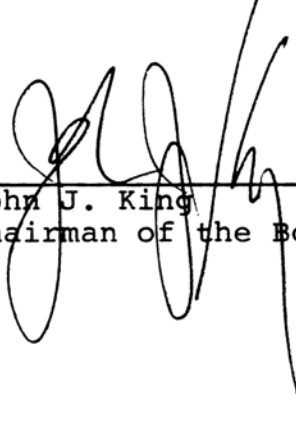
The General Manager is further authorized and directed to include in said contracts options for renewal of the contracts for one (1) additional year at the same rates and in the same total not-to-exceed amounts as for the first year of service.

Section 2. This resolution is effective immediately upon passage.

PASSED this 22nd day of May, 1986.
APPROVED this 22nd day of May, 1986.

ATTEST:


Assistant Secretary


John J. King
Chairman of the Board

A RESOLUTION

DESIGNATING STREET IMPROVEMENTS TO TIDWELL STREET BETWEEN THE UNION PACIFIC RAILROAD CROSSING AND MESA STREET AS A JOINT PROJECT WITH THE CITY OF HOUSTON; AND MAKING OTHER FINDINGS AND PROVISIONS RELATIVE THERETO.

WHEREAS, by way of Resolution No. 84-58, the Board of Directors expressed its intent to participate in various transportation improvement projects with other governmental entities within the METRO service area; and

WHEREAS, the City of Houston has proposed that METRO participate with it in improvements to Tidwell Street, between its intersection with the Union Pacific Railroad crossing and Mesa as a joint mass transportation improvement project under Mass Transportation Improvement Projects Agreement; and

WHEREAS, the Board has reviewed the proposal of the City of Houston and is of the opinion that it is appropriate for METRO to participate in this project;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1. Street improvements to Tidwell Street, between its intersection with the Union Pacific Railroad crossing and Mesa Street within the City of Houston is hereby designated as a joint project between METRO and the City of Houston under the Mass Transportation Improvements Project Agreement.

Section 2. The General Manager be and he is hereby authorized and directed to agree with the City of Houston for the Tidwell

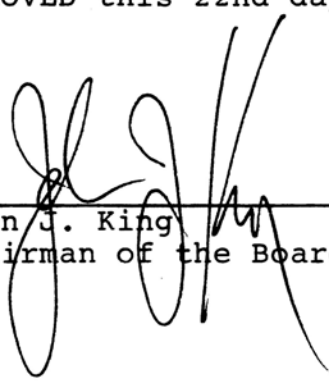
street project for METRO to contribute one-half of the total cost of the project, and for METRO to be managing partner for design and construction of the project.

Section 3. This resolution is effective immediately upon passage.

PASSED this 22nd day of May, 1986.
APPROVED this 22nd day of May, 1986.

ATTEST:


Assistant Secretary



John J. King
Chairman of the Board

A RESOLUTION

AUTHORIZING AND DIRECTING THE GENERAL MANAGER TO NEGOTIATE, EXECUTE AND DELIVER A CONTRACT WITH CHARLES B. GOODEN CONSULTING ENGINEERS, INC. FOR REDESIGN OF THE HIRAM CLARKE TRANSIT CENTER; AND MAKING OTHER FINDINGS AND PROVISIONS RELATIVE THERETO.

WHEREAS, METRO engaged Charles B. Gooden Consulting Engineers, Inc. ("Gooden") to design a transit center in the southern portion of METRO's service area known as the Hiram Clarke Transit Center; and

WHEREAS, Gooden satisfactorily completed the design in accordance with its contract in December, 1985; and

WHEREAS, the design provided by Gooden contains components sized for the ultimate full development of the site; and

WHEREAS, it is intended for the site to be developed in phases commensurate with the anticipated growth in utilization; and

WHEREAS, a facility with fewer parking spaces would satisfactorily serve the existing and near-term requirements in the area and a redesign of the Hiram Clarke Transit Center is desirable; and

WHEREAS, by virtue of its work on the initial design, the Gooden firm is particularly qualified to perform the redesign expeditiously and cost effectively;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

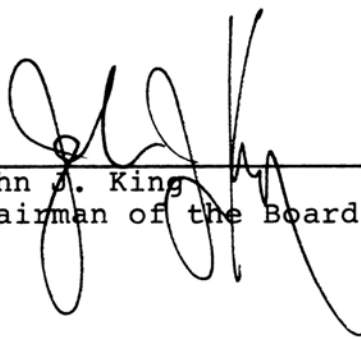
Section 1. The General Manager be and he is hereby authorized and directed to negotiate, execute and deliver a contract with Charles B. Gooden Consulting Engineers, Inc. for redesign of the Hiram Clarke Transit Center at a cost of \$50,000. Such redesign is to include the following: (a) drainage adequate to accommodate full development of the site in its ultimate configuration, (b) an eight-foot wooden fence as a sound and sight barrier across the rear of the property, and (c) a forty-foot landscaping reserve on Buffalo Speedway and Fuqua Street surrounding the property with an upgraded landscaping plan designed to further enhance the transit center's compatibility within the community.

Section 2. This resolution is effective immediately upon passage.

PASSED this 22nd day of May, 1986.
APPROVED this 22nd day of May, 1986.

ATTEST:


Assistant Secretary


John J. King
Chairman of the Board

A RESOLUTION

AUTHORIZING AND DIRECTING THE GENERAL MANAGER TO EXECUTE AND DELIVER A CONTRACT WITH BROWN & ROOT U.S.A., INC. FOR CONSTRUCTION OF THE KATY FREEWAY TRANSITWAY NORTH RAMP BRIDGE STRUCTURE INTO THE ADDICKS PARK & RIDE LOT; AND MAKING OTHER FINDINGS AND PROVISIONS RELATIVE THERETO.

WHEREAS, the Katy Freeway Transitway is designed with a flyover bridge from the transitway into METRO's Addicks Park & Ride lot; and

WHEREAS, invitations for bid were issued for the construction of this flyover bridge; and

WHEREAS, the firm of Brown & Root U.S.A., Inc. submitted the lowest responsive and responsible bid for this construction project; and

WHEREAS, the Board of Directors wishes to proceed with a contract for construction of the flyover ramp from the Katy Freeway Transitway into the Addicks Park & Ride lot;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

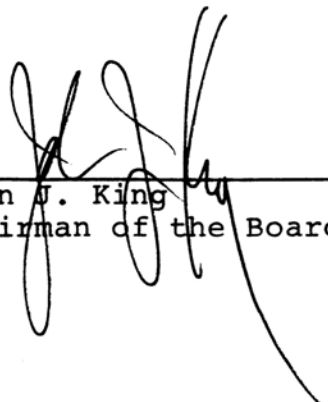
Section 1. The General Manager be and he is hereby authorized and directed to execute and deliver a contract with Brown & Root U.S.A., Inc. to construct the north ramp bridge structure from the Katy Freeway Transitway into METRO's Addicks Park & Ride facility at a cost of \$1,554,027.73. The General Manager is further authorized and directed to include in said contract a provision for an incentive payment to the contractor of \$5,100 per day for up to forty-five (45) days for early completion of said bridge structure.

Section 2. This resolution is effective immediately upon passage.

PASSED this 22nd day of May, 1986.
APPROVED this 22nd day of May, 1986.

ATTEST:


Assistant Secretary



John J. King
Chairman of the Board

A RESOLUTION

AUTHORIZING THE GENERAL MANAGER TO EXECUTE AND DELIVER A CONTRACT WITH THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON FOR AN EMPLOYEE ASSISTANCE PROGRAM; AND MAKING OTHER FINDINGS AND PROVISIONS RELATIVE THERETO.

WHEREAS, METRO intends to establish an employee assistance program to provide counseling and referral service for employees and their families experiencing personal problems which affect their on-the-job performance; and

WHEREAS, proposals were solicited from firms and organizations capable of providing the required referral and counseling services; and

WHEREAS, the University of Texas Health Science Center in Houston submitted the most satisfactory proposal for the provision of these services;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

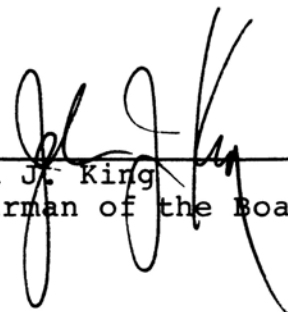
Section 1. The General Manager be and he is hereby authorized and directed to negotiate, execute and deliver a contract with the University of Texas Health Science Center in Houston for the provision of services in support of an employee assistance program under a one-year contract with two (2) one-year options. The compensation for the first year of the contract is not to exceed \$44,700, with each optional year of service to be limited to an amount not to exceed \$44,000 per year.

Section 2. This resolution is effective immediately upon passage.

PASSED this 22nd day of May, 1986.
APPROVED this 22nd day of May, 1986.

ATTEST:


Assistant Secretary


John J. King
Chairman of the Board

A RESOLUTION

AUTHORIZING AND DIRECTING THE GENERAL MANAGER TO FILE A GRANT APPLICATION WITH THE URBAN MASS TRANSPORTATION ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR PHASE II OF A PRODUCTIVITY AND SUPERVISORY SKILLS TRAINING DEMONSTRATION PROGRAM; AUTHORIZING AND DIRECTING THE GENERAL MANAGER TO EXECUTE ANY SUBSEQUENT GRANT AGREEMENT WITH THE URBAN MASS TRANSPORTATION ADMINISTRATION FOR THE PHASE II PROGRAM; AND MAKING OTHER FINDINGS AND PROVISIONS RELATIVE THERETO.

WHEREAS, at the request of the Urban Mass Transportation Administration (UMTA), METRO has been the leader of a transit industry consortium in the development, testing and evaluation of a productivity and supervisory skills program for first line supervisors; and

WHEREAS, the first phase of this program was fully funded by an UMTA grant under Section 6 of the Urban Mass Transportation Act; and

WHEREAS, UMTA has indicated that it wishes to proceed with Phase II of this project to provide a similar program for other transit management personnel, and is prepared to fully fund a grant for that purpose; and

WHEREAS, the Board of Directors is of the opinion that this program is worthwhile and will result in a training device which will significantly improve the skills of transit managers;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1. The General Manager be and he is hereby authorized and directed to file a grant application with the Urban Mass Transportation Administration of the United States Department of

Transportation for Phase II of a productivity and supervisory skills training program.

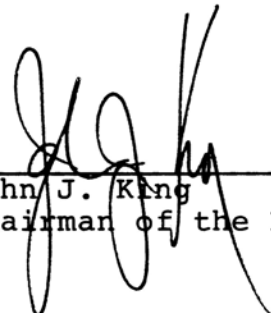
Section 2. The General Manager be and he is hereby authorized to execute any subsequent grant contract with the Urban Mass Transportation Administration for Phase II of a productivity and supervisory skills training demonstration program.

Section 3. This resolution is effective immediately upon passage.

PASSED this 22nd day of May, 1986.
APPROVED this 22nd day of May, 1986.

ATTEST:


Assistant Secretary



John J. King
Chairman of the Board

A RESOLUTION

AUTHORIZING AND DIRECTING THE GENERAL MANAGER TO NEGOTIATE, EXECUTE AND DELIVER A CONTRACT WITH GOLLE & HOLMES, INC. FOR DEVELOPMENT OF PHASE II OF A PRODUCTIVITY AND SUPERVISORY SKILLS TRAINING DEMONSTRATION PROGRAM; AND MAKING OTHER FINDINGS AND PROVISIONS RELATIVE THERETO.

WHEREAS, the firm of Golle & Holmes, Inc. performed Phase I of an Urban Mass Transportation Administration-sponsored productivity and supervisory skills training demonstration program; and

WHEREAS, the Urban Mass Transportation Administration proposes to fund a Phase II of that program; and

WHEREAS, the firm of Golle & Holmes, Inc. is the most qualified to develop a Phase II training program for transit industry management personnel;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

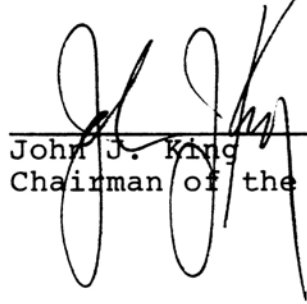
Section 1. Subject to receipt of a grant from the Urban Mass Transportation Administration for development of Phase II of the productivity and supervisory skills training demonstration program, the General Manager be and he is hereby authorized and directed to negotiate, execute and deliver a contract with Golle & Holmes, Inc. to develop such a program at a cost not to exceed \$234,000.

Section 2. This resolution is effective immediately upon passage.

PASSED this 22nd day of May, 1986.
APPROVED this 22nd day of May, 1986.

ATTEST:


Assistant Secretary


John J. King
Chairman of the Board

A RESOLUTION

AUTHORIZING EXECUTION AND DELIVERY OF DEPOSITORY CONTRACTS BY AND BETWEEN THE METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY, TEXAS AND SPECIFIED BANKING INSTITUTIONS; AND MAKING OTHER FINDINGS AND PROVISIONS RELATIVE THERETO.

WHEREAS, TEX.REV.CIV.STAT.ANN. art. 1118x §12(g) authorizes the Metropolitan Transit Authority of Harris County, Texas ("METRO") to designate one or more banks to serve as the depository for the funds of METRO; and

WHEREAS, Article IV §1 of the METRO By-laws provides that all checks, drafts, notes or other orders for the payment of money shall be signed by such officers or employees of METRO as shall from time to time be authorized by resolution of the Board; and

WHEREAS, METRO has established certain demand deposit and savings accounts ("Accounts") with a number of local banking institutions ("Banks"); and

WHEREAS, TEX.REV.CIV.STAT.ANN. art. 1118x §12(d) authorizes METRO to invest its funds in direct or indirect obligations of the United States of America, the State of Texas, or any county, city, school district or other political subdivision of the State of Texas, to place its funds in certificates of deposit of state or national banks or savings and loan associations within the State of Texas provided they are secured in the manner provided for the security of the funds of counties of the State of Texas and it, further, provides for the investment and reinvestment of its funds

and, further, provides for the withdrawal of money from the Accounts for the investments on such terms as the Board considers advisable (all of the foregoing herein called "Investments"); and

WHEREAS, Article IV §3 of the METRO By-laws provides that the Board, by resolution, may designate authorized representatives of METRO to make withdrawals from the Accounts of METRO, for the Investments of METRO; and

WHEREAS, the Board has previously enacted numerous resolutions establishing the Accounts and authorizing signatories thereon; and

WHEREAS, the Board of Directors desires to consolidate and restate its previous resolutions authorizing and designating representatives to transact business with the Banks specified herein with respect to METRO's Accounts and Investments;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1. Execution and Delivery. The General Manager or his designee be and he is hereby authorized and directed to execute and deliver agreements ("Depository Contracts") with the Banks designated in the Addendum attached hereto and incorporated herein setting forth the terms and conditions upon which the Banks will accept deposits to the Accounts and permit withdrawals and transfers from and between the Accounts. The General Manager or his designee may agree in said Depository Contracts that the Banks will be relieved from liability under the Depository Contracts if they act in accordance with said Contracts and, further, that METRO assumes

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full responsibility for any and all payments made by the said Banks in reliance upon the facsimile signature of any person or persons named in the Addendum and agrees to indemnify and hold harmless the said Banks against any and all loss, cost, damage or expense suffered or incurred by the said Banks arising out of the misuse or unlawful or unauthorized use by any person of such facsimile signature.

Section 2. Withdrawal of Funds. The Board hereby authorizes the withdrawal of funds from the Accounts upon the written or telephone instructions of METRO by the person or persons designated in the Addendum.

Section 3. Investments. The Board hereby authorizes the withdrawal of funds from the Accounts pursuant to the Depository Contracts upon the written instructions of METRO signed by the person or persons designated in the Addendum for the Investments. The Board hereby authorizes and directs the withdrawal of funds from the Accounts for the Investments, including without limitation, the purchase by METRO of Treasury Bills, repurchase agreements and certificates of deposit, and the Board further authorizes the withdrawal of funds from the Accounts for the Investments upon the telephonic instructions of the person or persons designated in the Addendum (which instructions shall be thereafter confirmed in writing by the persons designated in the Addendum as authorized to confirm telephonic investment transactions).

Section 4. Certification of Resolution. The Secretary or any Assistant Secretary is hereby authorized and directed to certify this Resolution to the Banks or any one of them.

Section 5. Amendment or Recission. The Banks or any one of them shall be promptly notified in writing by the Secretary or any Assistant Secretary of any change in this Resolution and until the

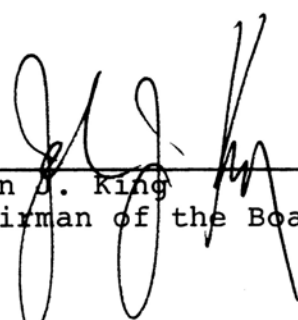
Banks or any one of them have actually received such notice in writing, the Banks or any one of them are authorized to act in pursuance of this Resolution.

Section 6. Effective Date. This resolution is effective immediately upon passage.

PASSED this 22nd day of May, 1986.
APPROVED this 22nd day of May, 1986.

ATTEST:


Assistant Secretary



John J. King
Chairman of the Board

METROPOLITAN TRANSIT AUTHORITY

OF HARRIS COUNTY

ADDENDUM TO RESOLUTION NO. 86-

SIGNATURE AUTHORIZATION FOR TRANSFER AND WITHDRAWAL OF FUNDS

METRO

AUTHORIZED PERSONNEL TO APPROVE TRANSFERS AND WITHDRAWALS

PAGE 1

DATED: MAY 16, 1986

CHECKS OR DRAFTS

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ACCOUNT NUMBER	TITLE	AUTHORIZED LIMIT	AUTHORIZED SIGNERS	TITLE	FACSIMILE Y OR N
90-0605-2	MTA REVENUE ACCOUNT (FIRST CITY NATIONAL BANK)	CHECKS OR DRAFTS NOT PERMITTED			
90-0606-0	MTA OPERATING ACCOUNT (FIRST CITY NATIONAL BANK)	UNDER \$5,000 ANY SIGNATURE 1-4 FROM \$5,000 - \$100,000 ANY TWO SIGNATURES 1-4 OVER \$100,000 SIGNATURE 1 OR 2 AND ANY OTHER SIGNATURE 1-4	1 CHRIS TOMASIDES 2 LARRY S. WILLIAMSON 3 DONALD E. HOLSAPPLE 4 MILLIE GARLINGTON	AGM/FINANCE DIRECTOR/TREASURY DIRECTOR/ACCOUNTING DIRECTOR/RISK MANAGEMENT	Y N N N
90-0608-7	MTA PAYROLL ACCOUNT (FIRST CITY NATIONAL BANK)	UNDER \$5,000 ANY SIGNATURE 1-4 FROM \$5,000 - \$100,000 ANY TWO SIGNATURES 1-4 OVER \$100,000 SIGNATURE 1 OR 2 AND ANY OTHER SIGNATURE 1-4	1 CHRIS TOMASIDES 2 LARRY S. WILLIAMSON 3 CAROLE ANN SMITH 4 MILLIE GARLINGTON	AGM/FINANCE DIRECTOR/TREASURY DEV. & PLAN. ANALYST DIRECTOR/RISK MANAGEMENT	Y N N N
90-0627-3	MTA MMS ACCOUNT (FIRST CITY NATIONAL BANK) *****INTEREST BEARING*****	CHECKS OR DRAFTS NOT PERMITTED			
079-4073	MTA CLAIMS ACCOUNT (TEXAS COMMERCE BANK)	UNDER \$1500 ANY SIGNATURE 1-6 UNDER \$5,000 ANY SIGNATURE 1-4 FROM \$5,000 - \$100,000 ANY TWO SIGNATURES 1-4 OVER \$100,000 SIGNATURE 1 OR 2 AND ANY OTHER SIGNATURE 1-4	1 CHRIS TOMASIDES 2 DONALD E. HOLSAPPLE 3 LARRY S. WILLIAMSON 4 MILLIE GARLINGTON 5 DEANNA HESS 6 B. J. MC WHIRTER	AGM/FINANCE DIRECTOR/ACCOUNTING DIRECTOR/TREASURY DIRECTOR/RISK MANAGEMENT MANAGER/RISK MANAGEMENT MANAGER/CLAIMS	Y N N N N N
01-7167-0	MTA CLAIMS ACCOUNT HEALTH BENEFITS (REPUBLIC BANK HOUSTON)	UNDER \$1500 ANY SIGNATURE 1-5 UNDER \$5,000 ANY SIGNATURE 1-4 FROM \$5,000 - \$100,000 ANY TWO SIGNATURES 1-4 OVER \$100,000 SIGNATURE 1 OR 2 AND ANY OTHER SIGNATURE 1-4	1 CHRIS TOMASIDES 2 LARRY S. WILLIAMSON 3 DONALD E. HOLSAPPLE 4 DON VINCENT 5 JAMES W HUNTER	AGM/FINANCE DIRECTOR/TREASURY DIRECTOR/ACCOUNTING AGM/PERSONEL MGR/COMP. & BENEFITS	Y N N N N
80-32912	MTA OWNER CONTROLLED ACCOUNT (NBC HEIGHTS)	UNDER \$1500 ANY SIGNATURE 1-6 UNDER \$5,000 ANY SIGNATURE 1-4 FROM \$5,000 - \$100,000 ANY TWO SIGNATURES 1-4 OVER \$100,000 SIGNATURE 1 OR 2 AND ANY OTHER SIGNATURE 1-4	1 CHRIS TOMASIDES 2 DONALD E. HOLSAPPLE 3 LARRY S. WILLIAMSON 4 MILLIE GARLINGTON 5 DEANNA HESS 6 B. J. MC WHIRTER	AGM/FINANCE DIRECTOR/ACCOUNTING DIRECTOR/TREASURY DIRECTOR/RISK MANAGEMENT MANAGER/RISK MANAGEMENT MANAGER/CLAIMS	Y N N N N N

INTERNAL BANK TRANSFERS
(TRANSFERS FROM ONE ACCOUNT TO ANOTHER WITHIN THE SAME BANK)
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ACCOUNT NUMBER	TITLE	NBR OF SIGNATURES REQUIRED	AUTHORIZED SIGNERS	TITLE	FACSIMILE Y OR N	AUTHORIZED LIMIT
90-0605-2	MTA REVENUE ACCOUNT (FIRST CITY NATIONAL BANK)		AUTOMATIC ZERO BALANCE ACCOUNT ONLY			
90-0606-0	MTA OPERATING ACCOUNT (FIRST CITY NATIONAL BANK)		AUTOMATIC ZERO BALANCE ACCOUNT ONLY			
90-0608-7	MTA PAYROLL ACCOUNT (FIRST CITY NATIONAL BANK)		AUTOMATIC ZERO BALANCE ACCOUNT ONLY			
90-0627-3	MTA MMS ACCOUNT (FIRST CITY NATIONAL BANK) *****INTEREST BEARING*****	1 SIGNATURE REQUIRED	CHRIS TOMASIDES LARRY S. WILLIAMSON DONALD E. HOLSAPPLE	AGM/FINANCE DIRECTOR/TREASURY DIRECTOR/ACCOUNTING	N N N	UNLIMITED UNLIMITED UNLIMITED
079-4073	MTA CLAIMS ACCOUNT (TEXAS COMMERCE BANK)	1 SIGNATURE REQUIRED	CHRIS TOMASIDES LARRY S. WILLIAMSON DONALD E. HOLSAPPLE	AGM/FINANCE DIRECTOR/TREASURY DIRECTOR/ACCOUNTING	N N N	UNLIMITED UNLIMITED UNLIMITED
01-7167-0	MTA CLAIMS ACCOUNT HEALTH BENEFITS (REPUBLIC BANK HOUSTON)	1 SIGNATURE REQUIRED	CHRIS TOMASIDES LARRY S. WILLIAMSON DONALD E. HOLSAPPLE	AGM/FINANCE DIRECTOR/TREASURY DIRECTOR/ACCOUNTING	N N N	UNLIMITED UNLIMITED UNLIMITED
80-32912	MTA OWNER CONTROLLED ACCOUNT (NBC HEIGHTS)	1 SIGNATURE REQUIRED	CHRIS TOMASIDES LARRY S. WILLIAMSON DONALD E. HOLSAPPLE	AGM/FINANCE DIRECTOR/TREASURY DIRECTOR/ACCOUNTING	N N N	UNLIMITED UNLIMITED UNLIMITED

INVESTMENT TRANSACTIONS

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ACCOUNT NUMBER	TITLE	TELEPHONIC AUTHORITY		WRITTEN CONFIRM	
		NAME	TITLE	NAME	TITLE
90-0605-2	MTA REVENUE ACCOUNT (FIRST CITY NATIONAL BANK)	CHRIS TOMASIDES	AGM/FINANCE	CHRIS TOMASIDES	AGM/FINANCE
		LARRY S. WILLIAMSON	DIRECTOR/TREASURY	LARRY S. WILLIAMSON	DIRECTOR/TREASURY
		DONALD E. HOLSAPPLE	DIRECTOR/ACCOUNTING	DONALD E. HOLSAPPLE	DIRECTOR/ACCOUNTING
		KENNETH P. MEADOR	INVESTMENT OFFICER	***** (2 SIGNATURES REQUIRED) *****	
		(1 CALL REQUIRED)			
90-0606-0	MTA OPERATING ACCOUNT (FIRST CITY NATIONAL BANK)	INVESTMENT TRANSACTIONS NOT PERMITTED			
90-0608-7	MTA PAYROLL ACCOUNT (FIRST CITY NATIONAL BANK)	INVESTMENT TRANSACTIONS NOT PERMITTED			
90-0627-3	MTA MMS ACCOUNT (FIRST CITY NATIONAL BANK) *****INTEREST BEARING*****	INVESTMENT TRANSACTIONS NOT PERMITTED			
079-4073	MTA CLAIMS ACCOUNT (TEXAS COMMERCE BANK)	INVESTMENT TRANSACTIONS NOT PERMITTED			
01-7167-0	MTA CLAIMS ACCOUNT HEALTH BENEFITS (REPUBLIC BANK HOUSTON)	INVESTMENT TRANSACTIONS NOT PERMITTED			
80-32912	MTA OWNER CONTROLLED ACCOUNT (NBC HEIGHTS)	INVESTMENT TRANSACTIONS NOT PERMITTED			

EXTERNAL TRANSFERS
(TRANSFERS TO A METRO ACCOUNT AT ANOTHER BANK)

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ACCOUNT NUMBER	TITLE	***** * TELEPHONIC AUTHORITY * *****	* WRITTEN CONFIRM * *****
-----	-----	* NAME TITLE *	* NAME TITLE *
90-0605-2	MTA REVENUE ACCOUNT (FIRST CITY NATIONAL BANK)	* EXTERNAL TRANSFERS NOT PERMITTED *	
90-0606-0	MTA OPERATING ACCOUNT (FIRST CITY NATIONAL BANK)	* CHRIS TOMASIDES AGM/FINANCE * LARRY S. WILLIAMSON DIRECTOR/TREASURY * DONALD E. HOLSAPPLE DIRECTOR/ACCOUNTING * KENNETH P. MEADOR INVESTMENT OFFICER * (1 CALL REQUIRED) *	* CHRIS TOMASIDES AGM/FINANCE * LARRY S. WILLIAMSON DIRECTOR/TREASURY * DONALD E. HOLSAPPLE DIRECTOR/ACCOUNTING * ***** (2 SIGNATURES REQUIRED) ***** *
90-0608-7	MTA PAYROLL ACCOUNT (FIRST CITY NATIONAL BANK)	* EXTERNAL TRANSFERS NOT PERMITTED *	
90-0627-3	MTA MMS ACCOUNT (FIRST CITY NATIONAL BANK) *****INTEREST BEARING*****	* EXTERNAL TRANSFERS NOT PERMITTED *	
079-4073	MTA CLAIMS ACCOUNT (TEXAS COMMERCE BANK)	* EXTERNAL TRANSFERS NOT PERMITTED *	
01-7167-0	MTA CLAIMS ACCOUNT HEALTH BENEFITS (REPUBLIC BANK HOUSTON)	* EXTERNAL TRANSFERS NOT PERMITTED *	
80-32912	MTA OWNER CONTROLLED ACCOUNT (NBC HEIGHTS)	* EXTERNAL TRANSFERS NOT PERMITTED *	

A RESOLUTION

AUTHORIZING THE GENERAL MANAGER TO EXECUTE AND DELIVER A FLOOD CONTROL AGREEMENT WITH THE HARRIS COUNTY FLOOD CONTROL DISTRICT FOR METRO'S SOUTHEAST TRANSIT CENTER; AUTHORIZING A CONTRIBUTION TO THE FLOOD CONTROL REGIONAL DETENTION PROGRAM OF \$48,916.70; AND MAKING OTHER FINDINGS AND PROVISIONS RELATIVE THERETO.

WHEREAS, the Board of Directors by way of Resolution No. 86-49 approved of METRO's participation in the Harris County Flood Control District (HCFCD) regional detention program; and

WHEREAS, Resolution No. 86-49 also directed the General Manager to negotiate with HCFCD an agreement setting out the terms and conditions of METRO's participation in this program for the development of the Southeast Transit Center; and

WHEREAS, the General Manager has presented to the Board a draft flood control agreement which is satisfactory to the Board;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1. The General Manager be and he is hereby authorized and directed to execute and deliver a flood control agreement to the Harris County Flood Control District for METRO's participation in the regional detention system program for development of METRO's Southeast Transit Center essentially in the form attached hereto as Exhibit A.

Section 2. The General Manager be and he is hereby authorized and directed to contribute to the Harris County Flood Control District's regional detention program the amount of \$48,916.70 as

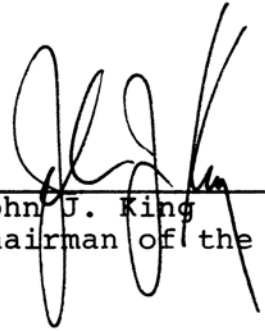
METRO's contribution to the regional detention program for development of METRO's Southeast Transit Center.

Section 3. This resolution is effective immediately upon passage.

PASSED this 22nd day of May, 1986.
APPROVED this 22nd day of May, 1986.

ATTEST:


Assistant Secretary



John J. King
Chairman of the Board

DRAFT
February 24, 1986

FLOOD CONTROL AGREEMENT

THE STATE OF TEXAS §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

This Flood Control Agreement (the "Agreement") is made and entered into as of this, the _____ day of _____, 1985, by and between _____, its successors or assigns (the "Owner"), and Harris County Flood Control District, a political subdivision of the State of Texas, also organized under Article 16, Section 59 of the Constitution of the State of Texas (the "District"):

RECITATIONS

1. WHEREAS the Owner requires drainage for _____ acres of real property which is more particularly described in Exhibit "A" attached hereto, which exhibit is incorporated herein by reference, said real property hereinafter is referred to as the "Property"; and

2. WHEREAS the Owner proposes to develop the Property. Such development is subject to regulation by the District; and

3. WHEREAS the District has determined that the Brays Bayou system must be improved to handle storm water from the Property if the Property is to be developed without On-Site Detention; and

5. WHEREAS the District has performed engineering studies to analyze alternatives for providing drainage capacity and to define an improvement program (hereinafter referred to as the "Project" and hereinafter more fully defined) which would be cost effective, and accomplished with local funds, including funds from the District, the Owner and other owners of property within the Brays Bayou Watershed; and

6. WHEREAS the District has estimated the cost of the Project and an equitable method for distributing the cost thereof to the owners of unimproved property within the Brays Bayou Watershed; and

7. WHEREAS the parties hereto have determined that any development plans for the Property as well as for all property within the Brays Bayou Watershed will require the creation of additional drainage capacity within the Brays Bayou system; and

8. WHEREAS the Owner and the District have determined that it would be in their mutual best interests to contract to implement the Project.

NOW, THEREFORE, for and in consideration of the good and valuable consideration hereinafter described, the receipt and sufficiency of which are hereby acknowledged, the parties hereby contract, covenant and agree as follows:

I - DEFINITIONS

The terms and expressions used in the Contract, (unless the context shows clearly otherwise), shall have the following meanings:

1.01 "Construction Costs" shall mean all costs and expenses relating to the acquisition or construction of Brays Bayou improvements as part of the Project.

1.02 "Project" shall mean construction of channel improvements, regional detention facilities and acquisition of right-of-way deemed necessary by the District to be accomplished for the purpose of providing System Capacity as defined herein for the Property in accordance with Current Discharge Methodology.

1.03 "On-Site Detention" shall mean the impoundment of peak 100-year flows on the Property under fully developed conditions due to the lack of System Capacity.

1.04 "Current Discharge Methodology" shall mean the method of determining flood flows for Brays Bayou as defined in the report titled "Harris County Flood Hazard Study - Final Report," dated September 1984, produced by the District in coordination with the Federal Emergency Management Agency (FEMA) and currently used by the District and FEMA for flood plain definition and regulation in Harris County, Texas.

1.05 "System Capacity" shall mean the peak 100-year flow rate in the main channel of Brays Bayou allocated to the Property under conditions of full development of the Property and calculated using the Current Discharge Methodology.

1.06 "Drainage Plans" shall mean any construction drawings or plans, requiring District approval, for internal and offsite drainage facilities to deliver storm runoff to Brays Bayou from the Property.

1.07 "Property" shall mean the property described in Exhibit "A" attached hereto.

II - PLANS AND SPECIFICATIONS

The District shall prepare detailed plans and specifications for the Project.

III - INCORPORATION INTO DISTRICT SYSTEM

The District shall incorporate the Project into the drainage system of the District for maintenance and repair.

IV - PAYMENT FOR DRAINAGE IMPROVEMENT

4.01 The Construction Costs shall be paid by the District from District funds and from funds contributed by the Owner and other property owners within Brays Bayou Watershed as set forth hereinafter.

4.02 The Owner shall furnish to the District in a form and manner to be prescribed by the County Attorney of Harris County, evidence that the Owner has good title to the Property described herein and the District may at its sole discretion require all owners or lien holders of said Property to join in execution of this Agreement before any allocation of System Capacity is made hereunder. It is expressly understood and agreed that any misrepresentation of Ownership of the aforesaid property shall give the District the right to rescind this Agreement without further notice.

4.03 The Owner agrees to pay the District, by certified check, the cash sum of \$_____, being \$_____ per acre, for each acre included within the Property (hereinafter referred to as the "Contribution"), which, upon the payment thereof, the District agrees to assign the System Capacity expressly allocated herein to the Property, and further agree that at no time in the future, shall the System Capacity allocated herein be reduced. No allocation of System Capacity shall be effective unless and until confirmed in writing by the District.

4.04 Upon receipt of the Contribution from the Owner and subject to other conditions herein stated; the District shall, with due diligence, proceed to complete engineering plans, to secure necessary regulatory approvals, to advertise for construction contract bids, to accept and award such bids, and to proceed with the construction of the Project.

4.05 The District and the Owner expressly covenant and agree that in the event that the amount contributed by the Owner and other owners contracting with the District for System Capacity, together with amounts now allocated by the District for the construction of the Project, prove inadequate for the purpose of constructing the Project, the District may, at its sole discretion, appropriate such additional sums of money as are necessary to complete the Project without the requirement of (a) the payment of additional sums by the Owner, its successors and assigns or any such other parties contracting with the District for system capacity; or (b) the dedication or maintenance of any On-Site Detention areas on the Property by the Owner, its successors and assigns. If funds are inadequate and the District determines that it is not in its best interest of the District to proceed with the Project the District shall terminate this Agreement by notice in writing as provided herein and shall have no further obligation other than to promptly return the Contribution of the Owners, including any interest earned thereon. The District shall have the right to retain all funds remaining from the Owner's contributions after completion of the Project.

V - APPROVAL OF SUBDIVISION PLATS AND/OR DRAINAGE PLANS

Upon receipt of the Contribution to be made by the Owner and the allocation of the System Capacity provided for herein, the District shall approve all subdivision plats and/or Drainage Plans for development within the Property by the Owner

without the requirement of On-Site Detention. The District shall not object to the approval by other regulatory agencies of plans and specifications for the construction of streets, utilities, or other improvements generally associated with development submitted by the Owner subject to the conditions and terms stated herein. Where flood plains will be eliminated as a result of the Project the District agrees, subject to the other terms and conditions stated herein, to prepare documentation necessary to apply for a "Letter of ^Relief" from FEMA as soon as the design for drainage facilities has been completed and to process an application for a revision to the 100-year flood plain designations by FEMA as soon as the improvements projected to be made have been completed.

VI - LIMITATIONS OF FUNDS AVAILABLE TO THE DISTRICT
AND WAIVER OF LEGAL RIGHTS

It is expressly understood and agreed that the District has available the sum of money hereinafter certified available by the County Auditor to satisfy its obligations hereunder and it is expressly understood and agreed that in no event shall the District be required to expend funds in excess of the amount provided for herein even to the extent that this provision may constitute a waiver of legal rights or remedies on the part of the Owner which is hereby expressly acknowledged by the Owner.

VII - TRANSFERABILITY OF SYSTEM CAPACITY

It is expressly agreed by the Owner that the Owner may not transfer the System Capacity allocated to the Property specifically described herein to any other real property. It is expressly agreed by the Owner that the right to System Capacity is a right which attaches to the specific Property described herein and any transfer or attempt to transfer said right shall render null and void the District's duties hereunder without the necessity of further notice. The District may, however, at its

sole discretion and after first receiving a written request from the Owner, transfer the system capacity allocated to the property described herein to any other property. It is expressly agreed and understood that nothing herein shall be construed to create any obligation on the District to make any transfer or reallocation of the System Capacity allocated herein.

VIII - LAW GOVERNING

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

IX - AMENDMENTS

This Agreement and the instruments referred to herein represent the entire agreement and understanding among the parties hereto regarding the subject matter dealt with herein and may not be amended, waived or discharged except by instruments in writing executed by the party against which enforcement of such amendment, waiver or discharge is sought.

X - SUCCESSORS AND ASSIGNS

This Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

XI - COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be considered an original but all of which shall constitute one agreement.

XII - SEVERABILITY

This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the State of Texas. If any provision of this Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to such other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

XIII - HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation thereof.

XIV - TERM OF AGREEMENT

This Agreement shall remain in effect unless terminated by at least six (6) months' written notice served by the District on the Owner or until the Project is implemented and plats for all of the Property have been approved by the District.

XV - NOTICES

Notices required to be given by this contract shall be forwarded to the addresses provided in this Article. Any party may change this address or may forward notice to such address by posting a first-class letter via the U.S. Postal Service to such address.

Harris County Flood Control District
Attn:

_____ Owner

In WITNESS WHEREOF, the parties have executed this Agreement
as of _____, to be effective as herein stated.

"Owner"

ATTEST:

HARRIS COUNTY FLOOD CONTROL DIST.

By _____
JON LINDSAY, COUNTY JUDGE
HARRIS COUNTY, TX

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of _____
are available to accomplish and pay the obligation of the Harris
County Flood Control District under the foregoing contract.

J. F. FLACK, County Auditor