

A RESOLUTION

AUTHORIZING THE EXECUTION OF A CONTRACT WITH GEORGE B. BUCK CONSULTING ACTUARIES, INC. FOR ACTUARY SERVICES FOR THE METROPOLITAN TRANSIT AUTHORITY'S PENSION PLANS.

WHEREAS, the trust agreement for both the Metropolitan Transit Authority's Union and Non-Union Pension Plans required that annual actuary evaluations be performed by an independent actuary firm each year to determine the amount of funding that is required by the Metropolitan Transit Authority to keep the plans qualified within the limits of the Internal Revenue Service Code; and

WHEREAS, the Metropolitan Transit authority intends to fully comply with the Internal Revenue Service Code.

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


Section 1: The Executive Director be authorized to execute and the Assistant Secretary to attest to a contract with George B. Buck Consulting Actuaries, Inc. for actuary services for the Metropolitan Transit Authority's Pension Plans for a period of one year.

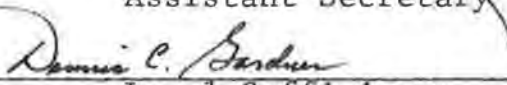
Section 2: The contract shall be effective for a one year period, with provisions for two additional annual option periods.

Section 3: The total amount of the contract for the first year shall be \$21,000.00.

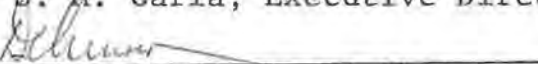
Section 4: This resolution shall become effective immediately upon its passage.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of this Corporation this 16th day of December, 1981.

Attest: 
Assistant Secretary


Legal Sufficiency


S. A. Caria, Executive Director


D.C. Arnold, Board Chairman

A RESOLUTION

AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A CONTRACT FOR THE PURCHASE OF EIGHTY (80) GMC MODEL RTS-04 BUSES.

WHEREAS, the Metropolitan Transit Authority Board is committed to improving transit service by meeting the needs of current riders and providing for service expansion; and

WHEREAS, the MTA Board is committed to increasing service reliability levels by increasing active fleet availability; and

WHEREAS, MTA competitively solicited bids for the purchase of eighty (80) ADB City Type Coaches from vehicle manufacturers of this coach type; and

WHEREAS, on December 1, 1981, MTA received bids from General Motors Corporation (\$11,755,760 or \$146,947 per vehicle) and Grumman Flexible Corporation (\$12,271,120 or \$153,389 per vehicle); and

WHEREAS, General Motors Corporation submitted the lowest responsive and responsible bid; and

WHEREAS, the MTA is pursuing a Grant Application with UMTA for the acquisition of a total of 130 intracity transit Coaches (which includes these 80 buses) and related equipment; and

WHEREAS, a need exists to modify the Contract resulting from this resolution and provide for spare bus components and production line inspection services for the 130 buses; and

WHEREAS, the total amount of this contract for the purchase of eighty (80) buses and required spare components and production line inspection services for one hundred and thirty (130) buses shall not exceed \$14,080,000.

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

Section 1: The Executive Director be authorized to execute and the Assistant Secretary to attest to a Contract with General Motors Corporation, GMC Truck and Coach Division for the purchase of Eighty (80) GMC Model RTS-04 buses for a total contract amount not to exceed \$14,080,000, including spare components and production line services.


Section 2: The Executive Director be authorized to modify this resulting Contract to provide the total of 130 GMC RTS-04 buses with required spare components and production line inspection services not to exceed the total authorization amount.

Section 3: That although a "Letter of No Prejudice" has not yet been received from UMTA, that in the event one is subsequently received, the Executive Director to be authorized to take whatever steps necessary or required in connection with the Grant application, including any action necessary with the State of Texas.

Section 4: The Executive Director be authorized to execute and the Assistant Secretary to attest to any contracts for financial assistance which may result from approval of this application.

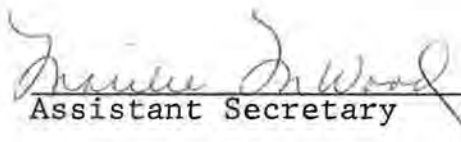
Section 5: This resolution shall be effective immediately upon its passage.

PASSED this 16th day of December, 1981.
APPROVED this 16th day of December, 1981.



Daniel C. Arnold, Chairman of the Board

ATTEST:



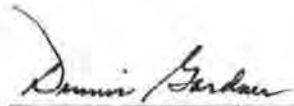
Assistant Secretary

APPROVED AS TO SUBSTANCE:



S. A. Caria, Executive Director

APPROVED AS TO FORM:



Dennis Gardner, Manager of Legal

A RESOLUTION

AUTHORIZING AN AMENDMENT TO THE FY 1982 CAPITAL BUDGET TO PROVIDE FOR THE PURCHASE OF 80 NEW BUSES AND SPARE COMPONENTS.

WHEREAS, the approved Capital Budget for the purchase of eighty (80) new buses has been allocated for FY 1983; and

WHEREAS, due to an acceleration of the purchase of eighty (80) new buses, the funds previously estimated to be spent in FY 1983 will need to be spent in FY 1982; and

WHEREAS, the total budget for the project does not change; and

WHEREAS, funding for the project under UMTA Project No. TX-03-0069 includes eighty percent (80%) Federal, thirteen percent (13%) State, and seven percent (7%) Local funds.

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

Section 1: The FY 1982 Capital Budget shall be amended to include an additional \$14,080,000 to provide for the purchase of eighty (80) new buses and spare components.

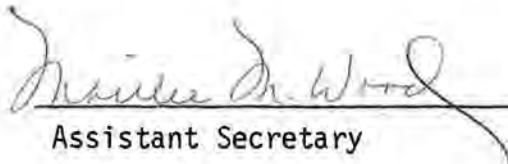
Section 2: Line Item 9010.05 of FY 1982 Capital Budget will be increased from a total of \$8,800,000 to \$22,880,000.


Section 3: This Resolution shall be effective immediately upon the passage.

PASSED this 16th day of December, 1981.

ATTEST:

APPROVED this 16th day of December, 1981.


Assistant Secretary



Daniel C. Arnold, Chairman of the Board

APPROVED AS TO SUBSTANCE:



S. A. CARIA, Executive Director

APPROVED AS TO FORM:



Jonathan Day, Legal Counsel

A RESOLUTION

AUTHORIZING THE EXECUTIVE DIRECTOR TO IMPLEMENT AN INTENSIVE BUS REHABILITATION/MAJOR REPAIR PROGRAM FOR MTA.

WHEREAS, the Metropolitan Transit Authority Board is committed to improving transit services by meeting the needs of current riders and providing for service expansion; and

WHEREAS, the MTA Board approved a fiscal year 1982 Budget with an emphasis on increasing service reliability levels by increasing active fleet availability; and

WHEREAS, MTA intends to return to full operating condition all vehicles (less than twelve (12) years of age) previously purchased with Federal financial assistance by December 1982; and

WHEREAS, internal operations capabilities are focused on meeting severe daily operational requirements; and

WHEREAS, the MTA Board previously recognized the need for a bus rehabilitation/major repair program to meet service availability requirements; and

WHEREAS, extraordinary measures are required to significantly improve service reliability levels and realize agency goals during this fiscal year; and

WHEREAS, implementation of an intensive bus rehabilitation program to increase fleet availability and service reliability will not permit strict conformance to competitive solicitation procedures.

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

Section 1: The MTA Board will waive its "Procedures for the Procurement of Professional, Personal and Non-Personal Services" approved by the MTA Board by Motion No. 79-53 passed April 4, 1979 and as amended by Resolution No. 80-58 passed April 9, 1980 in the interest of time and to expedite implementation of MTA's Bus Rehabilitation/Major Repair Program, as provided by the MTA Board.

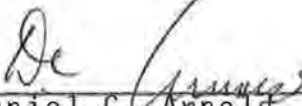
Section 2: The Executive Director be authorized to negotiate and execute agreements on behalf of the MTA and the Assistant Secretary to attest to agreements to implement MTA's Bus Rehabilitation/Major Repair Program, which agreements are hereby approved.

Section 3: The MTA's Bus Rehabilitation/Major Repair Program will be implemented within budget authorization levels approved by the Board for bus rebuild and repair programs.

Section 4: This resolution shall be effective immediately upon its passage.

PASSED this 16th day of December 1981.

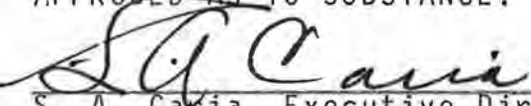
APPROVED this 16th day of December 1981.


Daniel C. Arnold, Chairman of the Board

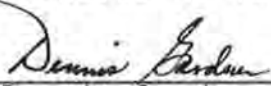
ATTEST:


Assistant Secretary

APPROVED AS TO SUBSTANCE:


S. A. Caria, Executive Director

APPROVED AS TO FORM:


Dennis Gardner, Manager of Legal

A RESOLUTION

AUTHORIZATION TO INCREASE CONTRACT AMOUNTS TO JIMMY DIESEL, INC.
FOR REBUILDING ENGINES AND TRANSMISSIONS

WHEREAS, the MTA competitively solicited bids for engine and transmission rebuilding in 1981; and

WHEREAS, Jimmy Diesel, Inc. was the lowest responsive and responsible bidder for both contracts; and

WHEREAS, the contracts executed with Jimmy Diesel, Inc. for engine and transmission rebuilding included options for extending the period of performance, cost (due to price escalations) and number of engines and transmissions to be rebuilt; and

WHEREAS, MTA has a requirement for additional rebuilt engines and transmissions to ensure bus availability and service reliability.

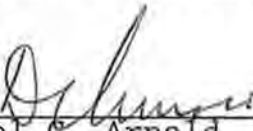
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The Executive Director be authorized to execute and the Assistant Secretary to attest to a modification of MTA's current contracts with Jimmy Diesel, Inc. for engine and transmission rebuilding to increase these contract amounts to provide for rebuild of additional engines and transmissions.

Section 2: The additional engine rebuild amount is estimated at \$532,500 and will not exceed \$550,000. The additional transmission rebuild cost is estimated at \$198,800 and will not exceed \$210,000.

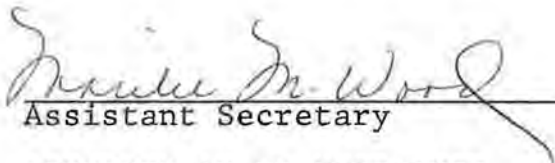
Section 3: This resolution shall be effective immediately upon its passage.

PASSED this 16th day of December, 1981.
APPROVED this 16th day of December, 1981.



Daniel C. Arnold, Chairman of the Board

ATTEST:



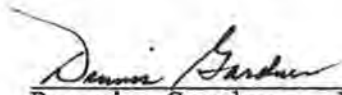
Annie M. Wood
Assistant Secretary

APPROVED AS TO SUBSTANCE:



S. A. Caria, Executive Director

APPROVED AS TO FORM:



Dennis Gardner, Manager of Legal

A RESOLUTION

AUTHORIZING EXTENSION OF MTA'S CONTRACT WITH SANJAC SECURITY SPECIALISTS FOR PROVISION OF SECURITY SERVICE AND PERSONNEL AT MTA FACILITIES AND REVENUE CENTERS

WHEREAS, the MTA Board authorized execution of a contract with SanJac Security Specialists, Inc. (Resolution No. 80-142) for contract security guard services to provide security personnel and service at MTA facilities, revenue centers and park & ride locations; and

WHEREAS, incorporation of security guard services under one Supplier provides uniformity of personnel, operating policy and procedures; and

WHEREAS, MTA's contract with SanJac Security Specialists, Inc. was awarded in accordance with the MTA's "Procedures for the Procurement of Personal, Non-Personal and Professional Services"; and

WHEREAS, MTA's contract with SanJac Security Specialists, Inc. provides for three (3) annual option periods; and

WHEREAS, the existing contract authorization period expires in January 1982; and

WHEREAS, contract negotiations for the first option period have been successfully completed with SanJac Security Specialists, Inc..

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

Section 1: The Executive Director be authorized to negotiate and execute and the Assistant Secretary to attest to an

agreement for provision of security personnel and service at MTA facilities with SanJac Security Specialists.

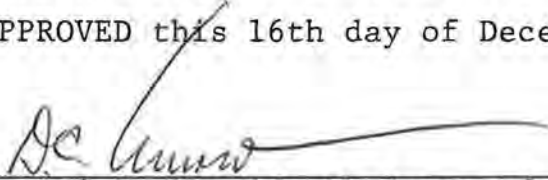
Section 2: The total contract amount shall not exceed \$680,372.52 for a twelve (12) month contract period.

Section 3: The Executive Director be authorized to negotiate and execute and the Assistant Secretary to attest to future extensions of MTA's contract with SanJac Security Specialists, Inc. for security guard services at MTA facilities in accordance with the terms and conditions of the contract and budgetary amounts for contract security services approved in MTA's budget(s) for subsequent fiscal years.

Section 4: This resolution shall be effective immediately upon its passage.

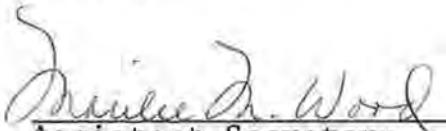
PASSED this 16th day of December, 1981.

APPROVED this 16th day of December, 1981.



Daniel C. Arnold, Chairman of the Board

ATTEST:



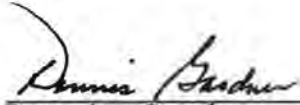
Assistant Secretary

APPROVED AS TO SUBSTANCE:



S. A. Caria, Executive Director

APPROVED AS TO FORM:



Dennis Gardner, Manager of Legal

A RESOLUTION

AUTHORIZING THE EXECUTIVE DIRECTOR TO PROCEED WITH THE NON-COMPETATIVE PROCUREMENT OF REPAIR PARTS FOR "OPTICOM" EQUIPMENT IN PLACE, SPARE PARTS FOR FUTURE REPAIR AND FORTY-FIVE (45) "OPTICOM" EMITTER UNITS TO BE MOUNTED ON BUSES. THIS PROCUREMENT OF EQUIPMENT IS NOT TO EXCEED A TOTAL OF \$66,460 AND MUST BE COMPATIBLE WITH THE "OPTICOM" EQUIPMENT PREVIOUSLY PURCHASED.

WHEREAS, METRO has planned to implement, procured original equipment for the "OPTICOM" bus actuated traffic signal pre-emption system in 1978 funded by UMTA Grant TX-05-0026, and installed the required field equipment along bus routes on Westheimer and Richmond from Fountainview to Montrose; and

WHEREAS, the METRO FY 1982 TRANSIT SERVICE PLAN has scheduled the implementation of this project for June 1982, and

WHEREAS, repair parts, spare parts and forty-five (45) emitters are required to be purchased which are compatible to the "OPTICOM" system currently installed at eighteen intersections, and

WHEREAS, the "OPTICOM" system is an exclusive product of the 3M Company, and

WHEREAS, purchase of the required equipment and associated labor cost shall not exceed \$66,460.

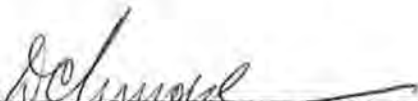
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The Board authorize the Executive Director to proceed with the non-competitive procurement of the above described equipment.

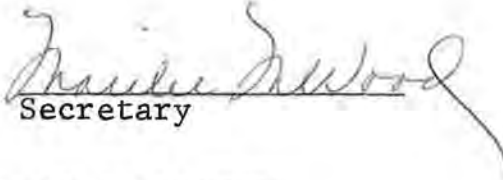
Section 2: This resolution shall be effective immediately upon its passage.

PASSED this 16th day of December, 1981

APPROVED this 16th day of December, 1981


Daniel C. Arnold, Chairman of the Board

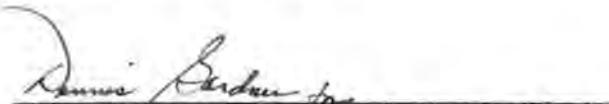
ATTESTED:


Secretary

APPROVED AS TO SUBSTANCE:


S.A. Caria, Executive Director

APPROVED AS TO FORM:


Johnathan Day, Legal Counsel

A RESOLUTION

AUTHORIZING THE NEGOTIATION AND PURCHASE OF A TRACT OF LAND TO BE USED AS EXPANSION AREA OF THE EXISTING STUEBNER-AIRLINE ROAD/NORTH SHEPHERD PARK AND RIDE LOT.

WHEREAS, the North Shepherd Park and Ride Lot, located at the intersection of Stuebner-Airline Road and North Shepherd, was opened to service by METRO in April, 1980; and

WHEREAS, the demand at the North Shepherd lot grew rapidly and by June of 1981 the existing spaces were fully utilized; and

WHEREAS, expansion of the existing facility is desirable for several reasons: The northern terminus of the Contraflow lane is serviced by this lot, passenger demand has been constrained primarily by parking space availability, and analyses conducted by Texas Transportation Institute indicate an existing potential demand for up to 1400 parking spaces, the existing lot having been designed for 750 cars; and

WHEREAS, purchase of the additional contiguous property will relieve the overcrowded conditions at the lot;

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

1. The Executive Director be authorized to negotiate and purchase the 10.45 acre tract contiguous to and west of the existing park and ride lot from the owners;

2. Compensation to be paid shall not exceed Eight Hundred Fifty-four Thousand Seven Hundred Twenty-five Dollars and no/100 (\$854,725.00), plus related closing costs;

3. This Resolution shall be effective immediately upon its passage.

ATTEST:



Marilee M. Wood
Assistant Secretary



S. A. Caria, Executive Director

PASSED this 16th day of December, 1981.

APPROVED this 16th day of December, 1981.



Daniel C. Arnold
Chairman of the Board

APPROVED AS TO FORM:


Legal Counsel

A RESOLUTION

AUTHORIZATION FOR THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A LEASE AGREEMENT WITH HELMSLEY-SPEAR OF TEXAS, INC. FOR THE PALM CENTER PROJECT.

WHEREAS, the Authority's approved 1982 budget provides for expansion of transit service for the Southeast sector of the region, and

WHEREAS, Southeast service changes scheduled for January 31, 1982 include plans for implementation of a transfer center at Palm Shopping Center, and

WHEREAS, the transfer center will be much improved with physical facilities including a transit terminal and park & ride facility at Palm Center, and

WHEREAS, the transfer center will require lease of real property from Helmsley-Spear of Texas, Inc., the current owner and manager of Palm Center, and

WHEREAS, the approved fiscal year 1982 MTA Budget for capital investment for Palm Center includes \$270,000 to cover such physical improvements as may be necessary to render the property adequate for the transit project, and

WHEREAS, staff discussions with Helmsley-Spear representatives are already underway, and

WHEREAS, successful negotiation of the lease for the Palm Center transit project and appropriate improvements will allow MTA to provide for a major transit terminal and park & ride to improve service efficiency and provide a focal point for transit in the southeast sector.

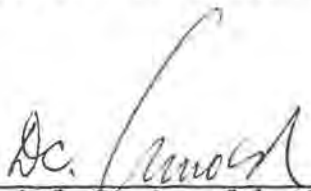
NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The Executive Director is hereby authorized to negotiate and execute a lease agreement with Helmsley-Spear of Texas, Inc. for the Palm Center transit project.

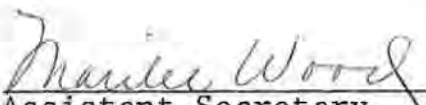
Section 2: Such lease terms shall include a nominal fee for lease of property and may provide for capital investment to cover such physical improvements as may be necessary to render the property adequate for the transit project.

PASSED this 16th day of December, 1981.


APPROVED THIS 16th day of December, 1981.



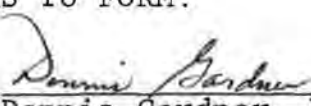
Daniel C. Arnold, Chairman of the Board

ATTESTED: 

Assistant Secretary

APPROVED AS TO SUBSTANCE: 

S. A. Caria, Executive Director

APPROVED AS TO FORM: 

Dennis Gardner, Legal Counsel

A RESOLUTION

AUTHORIZING THE EXECUTION OF A NEW LEASE AGREEMENT WITH HOUSTON OFFICE CENTER FOR ALL CURRENTLY LEASED SPACE EXPIRING DECEMBER 31, 1981.

WHEREAS, the Board of Directors of the Metropolitan Transit Authority has determined the need for the continued use of presently leased office space at the Houston Office Center, 6001 Gulf Freeway, Houston, Harris County, Texas, through April 30, 1982; and

WHEREAS, a lease agreement (a copy of which is attached hereto) has been negotiated with Houston Office Center for a four month renewal of approximately 12,892 square feet of office space, and such lease agreement has been presented to this Board for its approval.

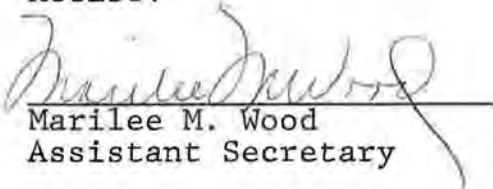
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY, THAT:

Section 1: The Board hereby approves the terms of the attached Lease Agreement and authorizes the Chairman to execute and the Secretary to Attest the attached Lease Agreement.

Section 2: The Executive Director of the Metropolitan Transit Authority is authorized to make payment to Houston Office Center of the first and last months rent in the aggregate total amount of \$20,111.52 on or before January 1, 1982, and to continue to make payments monthly in advance in the amount of \$10,055.76 for the balance of the lease term as therein provided.

Section 3: This Resolution shall be effective immediately upon its passage.

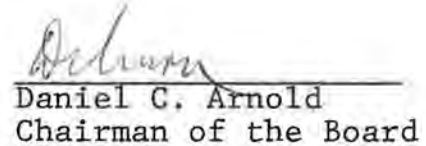
ATTEST:


Marilee M. Wood
Assistant Secretary


S. A. Caria, Executive Director

PASSED this 16th day of December, 1981.

APPROVED this 16th day of December, 1981.


Daniel C. Arnold
Chairman of the Board

APPROVED AS TO FORM:


Legal Counsel

HOUSTON OFFICE CENTER LEASE AGREEMENT

THIS AGREEMENT between HOUSTON OFFICE CENTER, of Houston, Harris County, Texas,
hereinafter called Lessor, and METROPOLITAN TRANSIT AUTHORITY
hereinafter called Lessee,

WITNESSETH:

Lessor hereby leases unto Lessee that certain portion of the Houston Office Center, located at 6001 Gulf Freeway, Houston, Harris County, Texas, described as follows:

UNIT C, BLDG.* , SUITE * , CONTAINING 12,891.84 SQ. FT. @ 78 c

of office space, situated on a portion of a tract of approximately 10 acres in the east 1/2 of Luke Moore League in Houston, Harris County, Texas, described in deed from Houston Petroleum Center Inc. to Houston Office Center Bldg. recorded in Volr 6217, Page 12, Harris County-Deed Records. J.W.T. INC. to Ruth S. Meineke, Trustee, recorded under Clerks' file #159-01-0484 in the Official Real Property Records of Harris County, Texas.

for the term of 4 (four) ^{months} ~~years~~ beginning on the 1st day of January, 1982, and ending on the 30th day of April, 1982, or until this lease is terminated in the manner hereinafter set out, for the agreed rental and observance and performance by Lessee of the conditions, all as hereinafter set out, said premises to be used for the purpose of Office Space

Lessor agrees to furnish at its own expense, water, electricity, 110 volts, for lighting and small office machines, cleaning services, and such heat and air conditioning, for warmth and cool air from the equipment installed in the building, for heating and cooling the building, from 7:30 A.M. until 6:30 P.M. (Sundays and legal holidays excepted) whenever such heat and air conditioning shall in Lessor's judgment be required for the comfortable occupancy of said leased premises. It is expressly understood that the failure to furnish any such services resulting from any cause whatsoever, shall not render Lessor liable in any respect, for damages to either person or property, nor be construed as an eviction of Lessee or work in abatement of rent, nor relieve Lessee from the fulfillment of any agreement hereof.

Lessee agrees to pay the Lessor as rent for said premises, at Lessor's office in said building located at 6001 Gulf Freeway in Houston, Harris County, Texas, monthly payments of \$ 10,055.64 * (per month) payable in advance on or before the 10th day of each calendar month during the term of this lease. Should Lessee fail to pay any of the monthly payments when due, such failure, at the election of the Lessor, shall mature all future payments provided for in this contract and make all the unpaid balance provided in the contract due and payable at said time. Failure, however, to exercise such election to declare the unpaid installments due shall not be construed as a waiver of such right in the event of failure to pay installments at a later date. All sums due hereunder by Lessee shall bear interest after maturity at the rate of 10% per annum. Should any claim for rent be placed in the hands of an attorney for collection or suit be filed on same or the same is collected through the Probate or Bankruptcy Court, Lessee agrees to pay a reasonable amount in addition to the rent as attorney's fees to the Lessor. *First and last months rent in advance. ** Balance of

Lessee covenants and agrees with Lessor: \$1,821.85 to be paid by Metro to bring L.M.R. current.

- (a) To pay all rents and sums provided to be paid to Lessor hereunder at the times and in the manner herein provided;
- (b) To maintain and keep said premises in good condition and good state of repair, replacing and repairing all broken or damaged glass, fittings and fixtures of said premises; and not to permit or allow the walls, ceilings, or floor of said premises to be marred or have any holes drilled or made therein; not to permit or allow any waste or damages to be committed on any portion of said premises; and to fully indemnify Lessor for any and all damages done to said leased premises by Lessee, the agents, servants, employees and invitees of Lessee;
- (c) Not to assign or sublet this lease or said leased premises, in whole or in part, or use any portion of said leased premises for any purpose or business other than those for which said premises are herein stated to be leased, without the written consent of Lessor;
- (d) Not to make any alterations, additions or improvements upon said premises; and not to place or allow to be placed any signs or lettering upon the windows, doors, walls or any portion of said premises or said building without the written consent of Lessor;
- (e) Not to use or permit said premises or any part thereof to be used for any unlawful purpose or in any way or for any purpose that might invalidate or impair any insurance now or hereafter placed upon said building, and in the event the insurance premium upon said building is increased by reason of any extra risk in the use of said leased premises, to pay Lessor the amount of such increase;
- (f) To maintain said premises in a clean and healthful condition; and comply with all laws, ordinances, orders, rules and regulations (State, Federal, Municipal and other agencies or bodies having any jurisdiction thereof, as well as the Board of Fire Underwriters) with reference to the use, condition or occupancy of said premises;
- (g) To permit and allow Lessor, its agents and officers, in and upon said leased premises at any time to inspect the same and make such repairs as Lessor may think necessary for the proper protection and preservation of said building;
- (h) At the termination of this lease, for lapse of time or otherwise, to surrender and yield to Lessor immediate and peaceful possession thereof in addition to all improvements thereon; to surrender and turn over to Lessor all keys to said premises and water closets, etc., and deliver possession of said premises in as good condition as when received less ordinary wear and tear.
- (i) To comply with the rules and regulations printed on the reverse side of the last page hereof and made a part hereof for all purposes.

It is specifically understood, agreed and provided that:

1. Lessee is familiar with said premises, acknowledges that the same are received by it in good state of repair, accepted in the condition in which they are now in (except as might be otherwise expressed in writing by both the parties hereto), and assumes all risks of damage to person and property resulting from condition of said premises, or bursting or leaking of any and all pipes or connections about said premises. All locks, repairs, additions, fixtures and improvements made or placed by Lessee to or on said premises, except movable office furniture, supplies and equipment, shall immediately be and become the property of Lessor and shall remain upon and be surrendered with the premises as a part thereof at the end of said term by lapse of time or otherwise, but in event the removal of said additions, fixtures and improvements, or either of them is desired by Lessor at termination of lease, Lessee shall remove same at its sole cost and expense, and upon its failure to do so Lessor may remove same at Lessee's expense. Lessee shall not permit any mechanic's, materialmen's, contractor's, sub-contractor's, or other liens to arise against the leased premises as the result of any work, alteration, change, repair, addition and/or installation of equipment, machinery, appliances, fixtures, etc. by and/or for Lessee, and Lessee binds and obligates itself promptly to pay or settle any indebtedness and/or claim which is or could form the basis for any such lien and promptly to have such indebtedness, claim or lien released or satisfied and to indemnify and hold harmless the Lessor from all damages, costs, expenses and attorney's fees on account of any such indebtedness, claim or lien, regardless of the validity thereof.

2. A valid first lien and security interest is hereby granted and given to Lessor, its successors and assigns, on all contents and personal property at any time situated in or upon said premises to secure the payment of all rents and sums payable and to be payable to Lessor hereunder, and which said lien and security interest shall be cumulative of and in addition to a landlord's lien and any and all other liens existing and to exist under statute, in law and in equity, to secure the same, none of the same being or are waived.

3. In the event said demised premises be abandoned or vacated by Lessee, Lessor shall have the right, but not the obligation, to relet the same for the remainder of the period covered hereby, and if rent is not received through such reletting at least equal to the rent provided for hereunder, Lessee shall pay and satisfy any deficiency which might exist between the amount of rent called for and that received through such reletting, and all expenses incurred by any such reletting, including cost of renovating, altering and decorating for the new tenant. Nothing herein shall be construed as in any way denying the Lessor the right in case of abandonment, vacation of the premises or other breach of this contract by Lessee to treat same as an entire breach and at Lessor's option immediately sue for the entire breach of this contract and Lessee shall fail to cure such default within ten (10) day grace period hereinafter set forth.

HOUSTON OFFICE CENTER

ADDENDUM "A"

Lease Agreement ("Lease") by and between Houston Office Center, as Lessor, and
Metropolitan Transit Authority, as Lessee

1. Following is an itemized list of the space to be occupied by Metropolitan
Transit Authority at Houston Office Center, 6001 Gulf Freeway, Houston, Texas 77023:

CI	6,132.93	Entire Bldg.
CVI	894.14	142/143
CII	1,500.54	121/122/123
CII	363.38	120
CIV	2,264.89	137/139/140/141
CIII	1,735.96	125b/132/133

2. Any notices required to be given to Lessee in accordance with the terms
of this Lease shall be deemed given when mailed certified or registered mail,
postage prepaid, addressed to Lessee at P. O. Box 61429, Houston, Texas, Attention:
Executive Director.

3. If a fully executed counterpart of this Lease is not returned to Lessor on
or before 5:00 P.M., December 31, 1981, the offer to lease evidenced by this Agreement
shall be null and void and of no further force and effect.

4. Lessor agrees to comply with Title VI and Title VII of the Civil Rights
Act of 1964, as amended, and as is legally applicable to Lessor.

5. This lease shall be automatically extended from month to month on the same
covenants and conditions as herein provided, unless either Lessor or Lessee terminates
this lease at the end of the original term or the then current extension period or
any subsequent month by giving the other at least thirty (30) days written notice.

DATE: 12-15-1981

Ruth S. Meineke, Trustee
Ruth S. Meineke, Trustee for
Houston Office Center
Not Individually LESSOR

DATE: 12-17-81

METROPOLITAN TRANSIT AUTHORITY
BY: Sylvester A. Caria
Sylvester A. Caria, Executive Director

LESSEE

ATTEST: Dorlene Wood
Assistant Secretary

A RESOLUTION

AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE ASSIGNMENT OF SPACE AGREEMENT FOR THE LEASE OF OFFICE SPACE FOR THE METROPOLITAN TRANSIT AUTHORITY ENGINEERING & CONSTRUCTION DEPARTMENT FROM HOUSTON TRANSIT CONSULTANTS TO INCLUDE THE LEASEHOLD IMPROVEMENTS.

WHEREAS, Brown & Root Development, Inc., currently leases space from Hines/C.D. Ltd., in the Control Data Corporation Building at 2000 West Loop South, Houston, Texas; and

WHEREAS, Houston Transportation Consultants (HTC) subleases space from Brown & Root, Inc., in the Control Data Corporation Building; and

WHEREAS, the Metropolitan Transit Authority (MTA) Engineering & Construction Department currently occupies space leased from HTC; and

WHEREAS, it is felt that certain leasehold improvements are necessary to improve the efficient utilization of the space occupied by the MTA.


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

Section 1: The Executive Director be authorized to execute, and the Assistant Secretary to Attest to, an Amendment to the Assignment of Space Agreement to include the necessary provisions for leasehold improvements and that such authorization include improvements accomplished from April 1, 1981 to date.

Section 2: The total cost of the requested leasehold improvements will be limited to \$34,500.00.

PASSED this 16 th day of December , 1981.

APPROVED this 16 th day of December , 1981.



Daniel C. Arnold, Chairman of the Board


ATTEST:


Assistant Secretary

APPROVED AS TO SUBSTANCE:


Sylvester A. Caria
Executive Director

APPROVED AS TO FORM:


Dennis Gardner
Legal Counsel

RESOLUTION TAKING AFFIRMATIVE OFFICIAL ACTION TOWARD
THE ISSUANCE OF OBLIGATIONS TO PROVIDE QUALIFIED
MASS COMMUTING VEHICLES (NEW AND REHABILITATED BUSES);
PRESCRIBING THE FORM AND SUBSTANCE OF AN AGREEMENT
TO ISSUE OBLIGATIONS; AUTHORIZING THE EXECUTION
OF SUCH AGREEMENT WITH FIRST CITY LEASING CORPORATION; AND
CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the Metropolitan Transit Authority (of Harris County, Texas) (the "Issuer") is a public body corporate and politic, duly created, confirmed, and existing under Article 1118x, Vernon's Annotated Texas Civil Statutes, as amended (the "Metro Act"), and is authorized thereby to sell, lease, or dispose of, and to acquire by grant, purchase, lease, or otherwise, personal property, including buses, and by the Public Property Finance Act, Article 2368a.2, Vernon's Texas Civil Statutes, as amended (the "Finance Act"), is further authorized to execute, perform, and make payments under agreements entered into for the use, acquisition, or purchase of personal property, including buses;

WHEREAS, the Issuer desires to enter into a "safe harbor lease agreement" with First City Leasing Corporation, a Delaware corporation, to provide funds to defray all or part of the cost of providing certain qualified mass commuting vehicles, as described in Exhibit A attached hereto (the "Vehicles"), pursuant to the authority of the Metro Act, the Finance Act, and Sections 103(b)(4)(I), 103(b)(9), and 168(f)(8)(D) of the Internal Revenue Code of 1954, as amended (the "Code") and the regulations promulgated thereunder;

WHEREAS, the Issuer desires to prescribe the general form and substance of an Agreement to Issue Obligations, as set out in Exhibit B attached hereto (the "Agreement"), between the Issuer and First City Leasing Corporation (the "Lessor"), which is a corporation (other than a Subchapter S corporation or a personal holding company), a partnership composed of such corporations, or a grantor trust with a grantor and beneficiaries that are such corporations or a partnership composed of such corporations and which shall be designated by the Issuer at a later time;

WHEREAS, the Issuer desires to adopt a bond resolution with respect to the issuance of obligations or take some other similar official action toward the issuance of the obligations prior to the commencement of acquisition of the Vehicles; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE METROPOLITAN TRANSIT AUTHORITY (OF HARRIS COUNTY, TEXAS), THAT:

Section 1: The Issuer hereby authorizes and agrees that it will issue certain lease obligations (the "Obligations") pursuant to an Equipment Lease-Purchase Agreement between the Issuer and Western Bank, a Texas banking corporation, in an aggregate principal amount not to exceed \$500,000, for the purpose of paying part of the costs of providing the Vehicles, together with all costs of authorization, sale, and issuance of the Obligations.

Section 2: The proceeds of the Obligations will be used to provide the Vehicles pursuant to the provisions of the Metro Act, the Finance Act, and the Code.

Section 3: The Issuer will enter into a "safe harbor lease agreement" with the Lessor for the transfer of the accelerated cost recovery system benefits of the Vehicles to the Lessor.

Section 4: The Board hereby finds, determines, and declares that the Vehicles are required for the Issuer's rapid transit system or systems.

Section 5: The Agreement by and between the Issuer and the Lessor in substance and in form substantially as set out in Exhibit B hereof, which is made a part hereof for all purposes, is hereby approved, and the Chairman and Secretary of the Board are hereby authorized to execute and attest such Agreement for and on behalf of the Issuer.

Section 6: This Resolution, together with the Agreement, shall be deemed and construed as a resolution authorizing the issuance of the Obligations or some other similar official action toward the issuance of the Obligations within the meaning of Section 1.103-8(a)(5) of the Treasury regulations issued pursuant to Section 103(b) of the Internal Revenue Code of 1954, as amended.

EXHIBIT A
to
Inducement Resolution
adopted December 31, 1981

The Vehicles, as defined in the resolution to which this Exhibit A is attached, consist of the following:

b/440/6C/E

RESOLUTION AUTHORIZING EXECUTION AND DELIVERY
OF
BILL OF SALE
AND
EQUIPMENT LEASE - PURCHASE AGREEMENT
AND
DOCUMENTS RELATING THERETO

WHEREAS, Section 6(d) of Article 1118x, Vernon's Texas Civil Statutes, as amended (the "Transit Act") authorizes Metropolitan Transit Authority (the "Authority") to sell or dispose of property of every kind and nature whatsoever necessary, convenient or useful for the full exercise of any of its powers; and

WHEREAS, Section 6(d) of the Transit Act authorizes the Authority to acquire by lease personal property of every kind and nature whatsoever necessary, convenient or useful for the full exercise of any of its powers; and

WHEREAS, Section 6(1) of the Transit Act authorizes the Authority to make leases with private corporations and to acquire property under conditional sales contracts, leases, or any other form of contract; and

WHEREAS, Article 2368a.2, Vernon's Texas Civil Statutes, as amended (the "Finance Act") authorizes the Board of the Authority to authorize the execution, performance, and making of payments under contracts with any person for the use, acquisition, or purchase of personal property, equipment, or an interest therein, deemed by the Board of the Authority to be necessary, useful, or appropriate to one or more purposes of the Authority and, subject only to applicable constitutional restrictions, to obligate taxes or revenues for the full term of an agreement entered into pursuant to the Finance Act for the payment of such agreement; and

WHEREAS, Section 9 of the Finance Act provides that the Finance Act is wholly sufficient authority within itself for the entering into of agreements under the Finance Act and the performance of other acts and procedures authorized by the Finance Act and that when agreements pursuant to the Finance Act are entered into, then to the extent of conflict or inconsistency between any of the provisions of the Finance Act and any provisions of any other law, the provisions of the Finance Act prevail and control,

except that any governmental agency may use the provisions of any other law not in conflict with the provisions of the Finance Act to the extent convenient or necessary to carry out any power or authority express or implied, granted by the Finance Act and that the Finance Act shall be liberally construed to effectuate its purpose;

WHEREAS, the Authority has previously acquired eight (8) General Motors Corporation RTS-04 "Advance Design Buses" and caused to be rehabilitated by General Motors Corporation eighty-seven (87) "New Look Buses," which buses would be necessary, convenient or useful for the full exercise of the Authority's powers;

WHEREAS, the Board of the Authority has determined that it would be necessary, convenient, or useful for the full exercise of the powers of the Authority to transfer title to those buses to which the Authority obtained title or caused rehabilitation as an integral part of the lease financing arrangement and thereafter make a lease contract to acquire the buses by lease, with an option to purchase, and to make payments under such lease contract for the acquisition by lease of such buses; and

WHEREAS, the Board of the Authority has examined a proposed form of Bill of Sale from the Authority, as Grantor, to the Western Bank, of Houston, Texas (the "Bank"), as Grantee, disposing of and transferring title to those buses to which the Authority obtained title or caused rehabilitation as an integral part of the lease financing arrangement, and the Board finds the form and substance of such document is satisfactory in that it is in the best interest of the public and the Authority and assists in carrying out the public purpose of the Authority and the Transit Act to authorize the execution and delivery of such Bill of Sale; and

WHEREAS, the Board of the Authority has examined a proposed form of Equipment Lease - Purchase Agreement between the Authority, as Lessee, and the Bank, as Lessor, and the Board finds the form and substance of such document is satisfactory and that it is in the best interest of the public and the Authority and assists in carrying out the public purpose of the Authority and the Transit Act and the Finance Act to authorize the execution and delivery of such Equipment Lease - Purchase Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF METROPOLITAN TRANSIT AUTHORITY, (OF HARRIS COUNTY, TEXAS), THAT:

Section 1. Bill of Sale. The Board hereby authorizes and directs the disposal of and the transfer of title to the buses identified in the Bill of Sale as necessary, convenient, or useful for the full exercise of the powers of the Authority in accordance with a Bill of Sale substantially in the form of the Bill of Sale dated December 31, 1981, by the Authority in favor of the Bank attached to this Resolution as Exhibit "A", the form, terms, and provisions of such Bill of Sale being hereby authorized and approved, and the Chairman or Vice Chairman of the Board is hereby authorized and directed to execute and deliver such Bill of Sale on behalf of the Authority and the Secretary of the Board is hereby authorized and directed to attest thereto and affix the Board's seal.

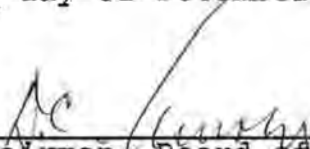
Section 2. Equipment Lease - Purchase Agreement. The Board hereby authorizes and directs the making of a lease contract with the Bank for the acquisition by the Authority by lease of the buses, the title to which is transferred to the Bank in accordance with the Bill of Sale, as necessary, convenient, or useful for the full exercise of the powers of the Authority in accordance with the Equipment Lease - Purchase Agreement substantially in the form of Equipment Lease - Purchase Agreement, dated December 31, 1981, by and between the Authority, as Lessee and the Bank, as Lessor, attached to this Resolution as Exhibit "B", the form, terms, and provisions of such Equipment Lease - Purchase Agreement being hereby authorized and approved, and the Chairman or Vice Chairman of the Board is hereby authorized and directed to execute and deliver such Equipment Lease - Purchase Agreement on behalf of the Authority and the Secretary of the Board is hereby authorized and directed to attest thereto and affix the Board's seal.

Section 3. Authority of Officers; etc. The officers, employees and agents of the Authority, and each of them, shall be and each is expressly authorized, empowered, and directed from time to time and at any time to do and perform all acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the Authority all certificates, instruments, and other papers whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Resolution and of the Bill of Sale hereby authorized and of the Equipment Lease - Purchase Agreement hereby authorized, such determination to be conclusively evidenced by the performance of such acts and things in the execution of any such certificate, instrument or other paper.

Section 4. Resolution is Contract. In consideration of the execution and delivery of the Equipment Lease on behalf of the Bank, which Equipment Lease is to be executed and delivered on behalf of the Authority hereunder, the provisions of this Resolution shall be deemed to be and shall constitute contracts between the Authority and the Bank (and its assignees) from time to time under the Equipment Lease; and the covenants and agreements herein set forth to be performed on behalf of the Authority shall be for the equal benefit, protection, and security of the Bank (and its assignees).


Section 5. Notice of Meeting. The Board officially finds, determines, recites, and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution is adopted was posted in a place convenient to the public and readily accessible to the general public at all times on a bulletin board at the administrative office of the Authority for at least two (2) hours preceding the scheduled time of the meeting, that a copy of such written notice was furnished to the County Clerk of Harris County, Texas in sufficient time for posting for a least two (2) hours preceding the scheduled time of the meeting on a bulletin board located at a place convenient to the public in the Harris County Courthouse, and that a copy of such written notice was posted in a place convenient to the public and readily accessible to the general public at all times on a bulletin board located in the Harris County Courthouse for the time required by law at all times during which said Resolution and the subject matter thereof was discussed, considered, and formally acted upon.

PASSED AND ADOPTED this 31st day of December, 1981.



Chairman, Board of the
Metropolitan Transit Authority
(of Harris County, Texas)

ATTEST:



Secretary, Board of the
Metropolitan Transit Authority
(of Harris County, Texas)

(SEAL)

APPROVED AS TO SUBSTANCE:

for *David A. Bojgs*
S. A. CARIA,
Acting Executive Director

APPROVED AS TO FORM:

Dennis C. Borden for
JONATHAN DAY, Legal Counsel

b/440/6C/C

RESOLUTION APPROVING SAFE HARBOR LEASE AGREEMENT
WITH FIRST CITY LEASING CORPORATION; PRESCRIBING
THE FORM AND SUBSTANCE OF SUCH AGREEMENT;
AUTHORIZING EXECUTION AND DELIVERY OF SUCH AGREEMENT;
AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

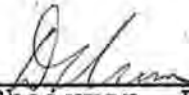
WHEREAS, the Metropolitan Transit Authority (of Harris County, Texas) (the "Authority") has determined that is in the best interest of Metro and necessary, convenient, or useful for the full exercise of its powers to approve the Agreement, to be dated December 31, 1981, between the Authority and First City Leasing Corporation, a Delaware corporation;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE METROPOLITAN TRANSIT AUTHORITY (OF HARRIS COUNTY, TEXAS), THAT:

Section 1. The Board hereby approves the Agreement in the form and substance attached hereto as Exhibit A.

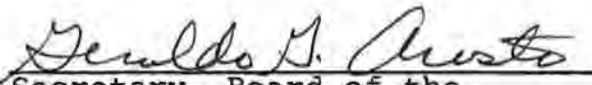
Section 2. The Chairman and Secretary of the Board are hereby authorized, to execute and attest the Agreement for and on behalf of the Authority and, together with the employees and other agents of the Authority, to take such other actions as are necessary or convenient for the completion of the transactions contemplated thereby.

PASSED AND ADOPTED this 31st day of December, 1981.



Chairman, Board of the
Metropolitan Transit Authority
(of Harris County, Texas)

ATTEST:



Secretary, Board of the
Metropolitan Transit Authority
(of Harris County, Texas)

(SEAL)

APPROVED AS TO SUBSTANCE:

for *Daniel B. Caria*
S. A. CARIA
Acting Executive Director

APPROVED AS TO FORM:

Dennis C. Gardner for
JONATHAN DAY, Legal Counsel

b/440/6C/F