

**JOINT RESOLUTION OF THE STATE TRANSPORTATION BOARD  
AND THE STATE ROAD AND TOLLWAY AUTHORITY  
AUTHORIZING AND APPROVING THE FUNDING FOR IMPROVEMENTS TO THE  
INTERCHANGE AT INTERSTATE HIGHWAY 285 AND STATE ROUTE 400**

**WHEREAS**, pursuant to O.C.G.A. § 32-2-2, the Georgia Department of Transportation (the “Department”) has been given certain powers and duties, including, but not limited to, (i) the power and duty to plan, designate, improve, manage, control, construct, and maintain a state highway system and have control of and responsibility for all construction, maintenance, or any other work upon the state highway system, (ii) the authority to negotiate, let, and enter into contracts with the State Road and Tollway Authority (the “Authority”) for the construction or maintenance of any public road, and (iii) along with the Authority, the discharge of all duties imposed on the State of Georgia by any act of Congress allotting federal funds to be expended for public road and other transportation purposes in the State of Georgia;

**WHEREAS**, the Department is the owner of the roadways known as Interstate Highway 285 (“I-285”) and State Route 400 (“SR 400”), specifically (i) the portion of I-285 being approximately 4.3 miles and starting from west of Roswell Road in Fulton County to east of Ashford-Dunwoody Road in Dekalb County, and (ii) the portion of SR 400 being approximately 5.2 miles and starting from Glenridge Connector to Spalding Drive (collectively, the “Property”);

**WHEREAS**, pursuant to O.C.G.A. § 32-2-2, the Department is authorized to undertake a project on the Property consisting of but not limited to the construction of new flyover ramps, new collector-distributor lanes and other related facilities and the reconstruction and widening of several existing bridges to aid east-west travel along I-285 and north-south travel along SR 400 (the “Project”);

**WHEREAS**, pursuant to O.C.G.A. § 32-10-63, the Authority has the power to construct, erect, own, repair, maintain, add to, extend, improve, operate and manage the Project and to purchase, lease, exchange or otherwise, and to hold, lease and dispose of real and personal property of every kind and character;

**WHEREAS**, pursuant to O.C.G.A. § 32-2-80 and O.C.G.A. § 32-10-63, the Department and the Authority have evaluated the Project and determined that the Project should have a combination of public and private funding to accomplish the Project in an efficient and cost effective manner for the State of Georgia;

**WHEREAS**, the Department and the Authority have determined that it is in their mutual best interest and in the best interest of the State of Georgia to cause the design, construction and financing of the Project;

**WHEREAS**, the Department and the Authority estimate that the design, building and financing of the Project will require that public funds be made available for the Project, which will consist of a combination of federal funding, state motor fuel tax revenue and contributions from local jurisdictions and improvement districts (collectively, the “GDOT Funding Sources”);

**WHEREAS**, in order to enable the Department and the Authority to proceed further with the Project, it is necessary for the State Transportation Board (the “Board”) and the Authority to

adopt this Joint Resolution approving the Project and approving in principle the funding of the Project from a combination of funding sources, both public and private; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board and the Authority as follows:

1. The Project is hereby approved.
2. The most feasible method of providing for the design, building and financing of the Project is for the Department to convey the Property to the Authority, and for the Authority to enter into a public-private partnership with a private developer (the "Developer") to provide for the design, building and financing of the Project pursuant to a Design Build Finance Agreement with the Developer (the "DBF Agreement").
3. The Department is authorized to (i) act as the Authority's project manager and agent with regard to managing the design and construction of the Project, and (ii) subject to available annual fiscal year budget appropriations, the Department shall make certain payments to the Authority as necessary or appropriate for the Authority to carry out its obligations and responsibilities (whether capital or otherwise) under the DBF Agreement and in furtherance of the Project.
4. Pursuant to the DBF Agreement, during the construction period of the Project (the "Construction Period"), the Developer shall finance or pay any costs of the Project (the "Developer Amounts").
5. Subject to available annual fiscal year budget appropriations, during the Construction Period, the Department shall make public funds, which will come from the GDOT Funding Sources, available to the Authority for purposes of paying a portion of the Developer Amounts and any other amounts that are owed by the Authority to the Developer under the DBF Agreement, including but not limited to amounts due to the Developer for compensation events arising under the DBF Agreement, or any other amounts that are directly and exclusively related to the Project (collectively with the Developer Amounts, the "Project Cost Payments")
6. Upon completion of the Project and subject to available annual fiscal year budget appropriations, the Department shall make public funds, which will come from the GDOT Funding Sources, available to the Authority for purposes of paying the remaining portion of the Project Cost Payments as required under the DBF Agreement.
7. The maximum aggregate amount of public funds, which will come from the GDOT Funding Sources, made available from the Department to the Authority to pay the Project Cost Payments is up to \$907 million.
8. The Department will act in good faith and in a manner consistent with the mutual best interests of the Department and the Authority with respect to its annual budgeting, funding decisions, payment certifications and approvals, appropriations requests and other matters which could reasonably have a financial or operational impact on the viability of the Project, or the Authority's commitments with respect to such Project.

9. The Authority will act in good faith and in a manner consistent with the mutual best interests of the Department and the Authority with respect to its actions and undertakings related to the Project.

10. The Department, as part of the State of Georgia's budget request process, will request an annual appropriation (and, from time to time, request any supplemental or adjusted appropriation necessitated by any increase in the Developer Amounts or any other unscheduled amounts that become payable under the DBF Agreement) of federal funding and state motor fuel tax revenue sufficient to cover the anticipated amount of the Project Cost Payments or any other amounts that are owed by the Authority that are directly related to the Project for the applicable fiscal year (including payment amounts which are due and payable with respect to any prior fiscal year) and to notify the Authority of such amounts requested and ultimately approved; provided, however, that the amounts due from the Department to the Authority may be offset by any amounts that the Authority has received from the Developer that are available to SRTA for payments owed to the Developer under the DBF Agreement. The Department understands that the Authority's requests for the Project Cost Payments will not be constrained by the amount budgeted by the Department for such fiscal year, but rather limited only by the actual amount necessary for the Authority to perform its obligations with respect to the Project (including, but not limited to, payment of the amounts arising from any increase in the Developer Amounts under the DBF Agreement); provided, however, that the Department shall pay the budgeted amount during the fiscal year it was budgeted for and, in the event that the actual amount appropriated is less than the budgeted amount, the Department may pay the difference between the budgeted amount and the actual amount appropriated and so funded during a particular fiscal year during the next fiscal year as part of the new budgeted amount. The Authority shall not be liable for any difference between the budgeted amount and the actual amount appropriated during the fiscal year it was budgeted for or thereafter unless and until the Authority receives the differential from the Department.

11. The Executive Director of the Authority is hereby authorized to execute, acknowledge and deliver in the name and on behalf of the Authority any agreements, contracts, documents or other instruments relating to the Project.

12. This Joint Resolution shall be a special and limited obligation of the Department and the Authority, payable solely from public funds, which will come from the GDOT Funding Sources, and shall not be deemed to constitute a debt or a general obligation or a pledge of the faith and credit of the State of Georgia, the Department or the Authority and does not directly, indirectly or contingently obligate said State, the Department or the Authority to levy or to pledge any form of taxation or exercise of tolling powers whatsoever for the payment of the Project Cost Payments.


13. Any and all prior resolutions or parts thereof in conflict with this Joint Resolution are hereby repealed.

[SIGNATURE PAGE FOLLOWS]


SO APPROVED ON June 18, 2015:

By:   
Chairman  
State Transportation Board


Attest:

  
Secretary  
State Transportation Board

SO APPROVED ON June 24, 2015:

By:   
Chairman  
State Road and Tollway Authority

Attest:

  
Secretary  
State Road and Tollway Authority