

## Notice of Meeting and Agenda

**Bi-State Development  
Board of Commissioners  
Friday, September 23, 2016, 8:00 a.m.**

**Headquarters - Board Room, 6<sup>th</sup> Floor  
211 N. Broadway, Suite 650 - St. Louis, Missouri 63102**

**This location is accessible to persons with disabilities. Individuals with disabilities needing information or communication accommodations should call Metro at (314) 982-1400; for TTY access, call Relay 711. Sign language interpreter services or other accommodations for persons with hearing or speech disabilities will be arranged if a request for such service is made at least two days in advance of the meeting. Large print material, Braille material or other formats will also be provided upon request.**

<b>Agenda</b>	<b>Disposition</b>	<b>Presentation</b>
1. Call to Order	Approval	Chairman Dietzel
2. Roll Call	Quorum	S. Bryant
3. Minutes of June 24, 2016, Open Session Board Meeting	Approval	Chairman Dietzel
4. Report of Treasurer	Information	Commissioner Buehlhorn
5. Report of President	Information	J. Nations
6. Operations Committee Report	Information	Commissioner Buehlhorn
7. Finance & Administration Committee Report	Information	Commissioner Kicielinski
8. Adjustment of Consent Agenda	Approval	Chairman Dietzel
9. Consent Agenda Item(s)	Approval	Chairman Dietzel
(a) Contact Award: Pavlov Advertising for Development and Implementation of Marketing Activities (Operations Committee Recommends Approval)	Approval	J. Nations / D. Williams / L. Jackson
(b) Contract Modification to Expand Scope of Marketing Agency Services Contract With Maring Weissman (d/b/a Dovetail) (Finance & Administration Committee Recommends Approval)	Approval	J. Nations / J. Nixon
(c) Sole Source Contract Award to Mike's Towing & Automotive for Towing and Wrecker Services (Finance & Administration Committee Recommends Approval)	Approval	J. Nations / L. Jackson
(d) Sole Source Contracts for Hardware and Software Maintenance (Finance & Administration Committee Recommends Approval)	Approval	J. Nations / L. Jackson / K. Kinkade
(e) Design and Construction Agreement for Jefferson National Expansion Memorial Tucker Theater Repurposing (Operations Committee Recommends Approval)	Approval	J. Nations / J. Nixon / C. Baragary

Agenda	Disposition	Presentation
(f) Design and Construction Agreement for Jefferson National Expansion Memorial Signage Design, Fabrication, and Installation (Operations Committee Recommends Approval)	Approval	J. Nations / J. Nixon / C. Baragary
(g) St. Louis Regional Freightway 2016 Freight Development Project List (Finance & Administration Committee Recommends Approval)	Approval	J. Nations / M. Lamie
10. Revision to Board Policies, Section 10.060, <i>Board and Committee Meetings</i> , Section 10.070 <i>Public Meetings</i> , Section 10.080 <i>Public Records</i> (Finance & Administration Committee Recommends Approval)	Approval	J. Nations / B. Enneking
11. Financial Statements – Fourth Quarter, Fiscal Year 2016 (Presented to Finance & Administration Committee)	Information	J. Nations / K. Klevorn
12. Performance Indicators – Fourth Quarter, Fiscal Year 2016 (Presented to Finance & Administration Committee)	Information	J. Nations / K. Klevorn
13. Procurement Activity Report – Fourth Quarter, Fiscal Year 2016 (Presented to Finance & Administration Committee)	Information	J. Nations / L. Jackson
14. Unscheduled Business	Approval	Chairman Dietzel
15. Public Comment*	Information	Chairman Dietzel
16. Call of Dates for Future Board Meetings	Information	S. Bryant
17. Adjournment to Executive Session	Approval	Chairman Dietzel
<p><i>If such action is approved by a majority vote of The Bi-State Development Agency's Board of Commissioners who constitute a quorum, the Board may go into closed session to discuss legal, confidential, or privileged matters under §610.021(1), RSMo; leasing, purchase or sale of real estate under §610.021(2); personnel actions under §610.021(3); discussions regarding negotiations with employee groups under §610.021(9); sealed bids, proposals and documents related to negotiated contracts under §610.021(12); personnel records or applications under §610.021(13); records which are otherwise protected from disclosure by law under §610.021(14); records relating to hotlines established for reporting abuse and wrongdoing under §610.021(16); or confidential or privileged communications with the District's auditor, including auditor work products under §610.021(17).</i></p>		

**Note: Public comment may be made at the written request of a member of the public specifying the topic(s) to be addressed and provided to the Agency's information officer at least 48 hours prior to the meeting.**

**Open Session Item**

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**BI-STATE DEVELOPMENT  
BOARD OF COMMISSIONERS MEETING  
OPEN SESSION MINUTES  
FRIDAY, JUNE 24, 2016**

**Board Members in Attendance**

**Missouri**

Vernal Brown, (absent)  
Constance Gully, Vice Chair  
Aliah Holman, Secretary  
Vincent C. Schoemehl, (via phone)  
Vacant

**Illinois**

Michael S. Buehlhorn, Treasurer, (via phone)  
David Dietzel, Chairman  
Irma Golliday, (via phone)  
Tadas Kicielinski  
Jeffrey Watson, (via phone)

**Staff in Attendance**

John Nations, President & CEO  
Barbara Enneking, General Counsel and Deputy Secretary  
Shirley Bryant, Certified Paralegal  
Jim Cali, Director of Internal Audit  
Ray Friem, Executive Director, Metro Transit  
Larry Jackson, Executive Vice President for Administration  
Barbara Georgeff, Director of Executive Services  
Linda Espy, Executive Assistant  
Kent Swagler, Director, Corporate Compliance and Ethics  
John Langa, Vice President, Economic Development  
John Wagner, Project Manager, Economic Development  
Richard Zott, Chief of Public Safety  
Kathy Klevorn, Sr. Vice President & Chief Financial Officer  
Mark Vago, Controller  
Tamara Fulbright, Director, Treasury Services  
Les Nations, Chief, MetroBus Operations  
Mary Schmitt, Manager, Bus Operations Control  
Edith Rowe, Transit Service Manager – Bus Dispatch  
Felicia Isbell, Bus Operator  
Michael Riley, Public Safety Officer  
Dave Sanders, Strategic Business Development Manager  
Lisa Burke, Temporary Executive Assistant  
Mandi Myers, Compliance & Ethics Analysis & Training Specialist  
Diana Wagner- Hilliard, Director, Workforce Diversity/EEO  
Ted Zimmerman, Director, Marketing  
Oliver Berman, Marketing Manager  
Danielle Williams, Individual & Group Sales Supervisor  
Melinda Schmidt, Intern  
Tonya Lewis, Administrative Assistant  
Ellen Vollmer, Intern  
Loretta Sebourn, Sr. Graphic Designer  
Michael Gibbs, Accountant, Business Enterprises  
Jonathan Frederick, Director, Accounting & Budget



Patti Beck, Director, Communications  
Dianne Williams, Vice President Communications & Marketing  
Jerry Vallely, External Communications Manager  
Kathy Brittin, Director, Risk Management Safety & Claims  
Kerry Kinkade, Acting Vice President, Chief Information Officer  
Charles Stewart, Vice President, Pension & Insurance  
Virginia Alt-Hildebrandt, Executive Assistant  
David Toben, Director, Benefits

**Others in Attendance**

Jeff White, Columbia Capital Management, LLC  
Jason Terry  
Gretchen Land  
Philip Prouhet  
Susan Holtzwagner, IRS

1. **Call to Order**  
2:00 p.m. Chairman Dietzel called the Open Session Board Meeting to order at 2:00 p.m.
2. **Roll Call**  
2:00 p.m. Roll call was taken.
3. **Minutes of April 22, 2016, Open Session Board Meeting**  
2:00 p.m. The April 22, 2016, Open Session Board Meeting minutes were provided in the Board packet. A motion to approve the minutes was made by Commissioner Holman and seconded by Commissioner Kicielinski. **Motion passed unanimously.**
4. **Report of Treasurer**  
2:01 p.m. No presentation was made. This agenda item was informational only. The Treasurer's Report was provided in the Board packet and will be kept at the office of the Deputy Secretary.
5. **Report of President**  
2:01 p.m. John Nations, President & CEO, introduced Ray Friem, Executive Director Metro Transit, to make a special presentation to several employees for their extraordinary actions under very unusual circumstances. Mr. Friem commended the stellar efforts of Bi-State Development employees, both past and present, who have offered their assistance to those in need and who directly benefited the community and the Agency. He introduced Richard Zott, Chief of Public Safety, and Les Nations, Chief MetroBus Operations, to provide more detail surrounding the actions of the employees being recognized today.

Mr. Zott stated that on the morning of April 1, 2016, Bus Operator, Felicia Isbell, while driving the bus, overheard a conversation of a male passenger talking on a cell phone stating that he was going to kill someone that day. That conversation caused her grave concern so she contacted Edith Rowe, Transit Service Manager Bus Dispatch, and briefed her on the situation. Ms. Rowe then contacted Major Mike Riley, Public Safety Officer, and informed him of the conversation Ms. Isbell overheard. Due to the nature of the allegations, Major Riley immediately contacted federal partners in the St. Louis Federal Building. Working with the federal partners we were able to identify the intended victim, who was a federal employee with the Internal Revenue Service (IRS). The intended victim was taken into protective custody, and the person who intended to carry out this heinous act was arrested. Ms. Susan Holtzwagner, on behalf of the IRS, expressed her sincere appreciation and gratitude to everyone involved and made a special presentation to the BSD employees, recognizing that their quick action helped save not only the

intended victim's life, but possibly other potential innocent lives. Mr. Friem and Mr. Zott also acknowledged the extraordinary actions exhibited by Ms. Isbell, Ms. Rowe, and Major Riley, and presented each of them with proclamations and certificates of appreciation on behalf of the Agency and the Public Safety Department. Commissioner Dietzel offered his appreciation on behalf of the Board to Ms. Isbell, Ms. Rowe, and Major Riley.

Mr. Nations informed the Board that Linda Espy, Executive Assistant to Ray Friem, Executive Director Metro Transit, has done a tremendous job for the company since October 9, 1978. Ms. Espy has announced her retirement, effective June 30, 2016, and in recognition of her service, Mr. Friem was introduced to make a special acknowledgment of her service. Mr. Friem stated that Ms. Espy has been with the Agency for more than thirty-seven (37) years and has worked under a number of Executive Directors and Chief Operating Officers. She has been a very important part of Metro Transit and a tremendous help to him personally, practically running the Operations Committee for the better part of the last six (6) years. He congratulated her on her retirement, stating that he will truly miss her and wished her the very best going forward.

In continuing his President's report, Mr. Nations stated that in this past fiscal year, the Agency has accomplished significant achievements and received numerous awards and acknowledgements. The Internal Audit and the Procurement Departments were recognized for excellence in their practice and operations. The Finance Department was honored with three awards from the Government Finance Officers Association including the Distinguished Budget Award and the 20<sup>th</sup> consecutive Certificate of Achievement for Excellence in Financial Reporting. The Marketing and Communications Department has had an extremely successful year and was the recipient of several awards and accolades for their work, receiving 39 awards, some of which are on display in the Board Room. In addition to receiving an award for the 2016 Annual Report to the Region, several successful components of Bi-State Development rebranding efforts including print ads, the rebranding strategy and the "We Are Bi-State Development" won 9 awards. Marketing and Communication also received recognition for the "Live, Work, Play" campaign and billboards for creative designs of posters and websites. The "Next Stop" blog was a grand prize winner for social media at the American Public Transit Association Ad Wheel Awards. A complete list of all the honors and achievements was provided in a handout to the Board. Mr. Nations asked the Board to join him in congratulating the BSD award winning team for their hard work over the past 12 months.

#### **6. Operations Committee Report**

**2:15 p.m.** The May 17, 2016, Operations Committee Open Session Minutes were provided in the Board packet. At the request of Commissioner Buehlhorn, John Nations, President & CEO, presented this report. Mr. Nations stated that the Operations Committee met in Open Session on May 17, 2016, and the draft minutes of that meeting were in the Board packet at tab #6. Mr. Nations advised that the Committee was introducing three (3) items on the Consent Agenda for Board consideration and approval, as follows: Consent Agenda Item 9(a) – Sole Source Contract Modification With Jones Worley for Automated Fare Collection System Customer Education Services; Consent Agenda Item #9(b) Contract Award to Werremeyer, Incorporated for Development and Implementation of Marketing Activities for Bi-State Development and its Emerging Enterprises; and Consent Agenda Item #9(c) Contract Award – Ironhorse, Incorporated for Track Maintenance Service. Also on the agenda is Agenda Item #10, a Revision to Board Policy, Chapter 80, Agency Property, with the Committee's recommendation that the Chairman designate that the proposed policy revision not be tabled pursuant to Article VI (D) of the Board Policies, as it is in the best interest of BSD that this revision be approved at today's Board meeting. As an informational update, Ray Friem, Executive Director of Metro Transit, provided an overview of the Transit Operations FY16, Third Quarter Performance Report, and the Capital Projects update.

7. **Audit Committee Report**

**2:16 p.m.** The May 20, 2016, Audit Committee Open Session Minutes were provided in the Board packet. Commissioner Gully stated that the Audit Committee met in Open Session on May 20, 2016, and the draft minutes of that meeting were in the Board packet at tab #7. She reported that the Audit Committee had no items for approval on the Open Session Agenda. The Committee did review the Internal Audit Status Report; the Internal Audit Follow-Up Summary, Third Quarter of Fiscal Year 2016; and the Safekeeping Quarterly Accounts Audit ending December 31, 2015. The Committee also reviewed and approved the Fiscal Year 2017 Annual Audit Work Plan and Risk Assessment. Three additional items being presented for informational purposes only were Agenda Item #13 – Financial Statements, Third Quarter, Fiscal Year 2016; Agenda Item #14 – Performance Indicators, Third Quarter, Fiscal Year 2016; and Agenda Item #15 – Procurement Activity Report, Third Quarter, Fiscal Year 2016

8. **Adjustment of Consent Agenda**

**2:18 p.m.** There was no adjustment of the Consent Agenda.

9. **Consent Agenda Item(s): 9(a) Sole Source Contract Modification With Jones Worley for Automated Fare Collection System Customer Education Services (Operations Committee Recommends Approval) (Resolution #764); Contract Award to Werremeyer, Incorporated for Development and Implementation of Marketing Activities for Bi-State Development and Its Emerging Enterprises (Operations Committee Recommends Approval) (Resolution #762); Contract Award: Ironhorse, Incorporated for Track Maintenance Service (Operations Committee Recommends Approval) (Resolution #765).**

**2:19 p.m.** A motion to approve the Consent Agenda items was made by Commissioner Gully and seconded by Commissioner Holman. **Motion passed unanimously.**

10. **Revision to Board Policy, Chapter 80, *Agency Property* (Operations Committee Recommends Approval)**

**2:20 p.m.** The briefing paper regarding Revision to Board Policy, Chapter 80, *Agency Property* was provided in the Board packet. Commissioner Dietzel stated that no additional presentation was required and asked for a motion to approve this agenda item. A motion was made by Commissioner Holman and seconded by Commissioner Gully to approve the following: 1) Change the order of Sections 80.010 and 80.020 for a more logical flow between policies regarding distribution of literature and policies controlling sales activities; 2) Change the title of the new Section 80.010 from *Distribution of Literature on Certain Agency Property* to *Expressive Activities on Agency Property* in order to include all forms of speech; 3) No longer provide a provision for outside organizations or individuals to poll, distribute material, or construct booths for the distribution of literature on Agency property as is found in the current Section 80.020 – *Distribution of Literature on Certain Agency Property*; 4) The proposed new Section 80.020 (*The Solicitation of Funds or Sale of Products on Agency Property*), allows the Agency to reserve the exclusive right to sell, or to provide or authorize the sale or provision of, products or services on Agency property. The Policy, as written in the current Chapter 80.010, prohibits any sales activity on Agency property; 5) in Section 80.030, make minor changes to include new products. For example, the Agency currently prohibits advertising of tobacco products. The proposed change would also prohibit advertisements of e-cigarettes and vaporizers. **Motion passed unanimously. (Resolution #767)**

11. **Refunding of Certain Series 2009 and Series 2013 Cross County Bonds/Revised Fifth Amendment to Memorandum of Agreement**

**2:21 p.m.** The briefing paper regarding the Refunding of Certain Series 2009 and Series 2013 Cross County Bonds/Revised Fifth Amendment to Memorandum of Agreement (MOA) was provided in the Board packet. John Nations, President & CEO, introduced Kathy Klevorn, Sr. Vice President & Chief


Financial Officer, and Jeff White, Principal, Columbia Capital Management, LLC, to present an overview of Agenda Items #11 and #12.

Mr. White provided the overview stating that the Board previously approved the Fifth Amendment to the Memorandum of Agreement for the Series 2009 Bonds in September 2015; however, this MOA has not yet been executed. The Agency currently has two series of bonds outstanding related to the MetroLink Cross County Extension Project. The Agency's Series 2009 Bonds and the 2013A Bonds, based upon the current markets, could be refinanced to reduce the Agency's borrowing costs. In order to do this, the Agency must obtain approval from the City of St. Louis, and St. Louis County (the "Funding Partners") for any financing secured by Prop M, Prop M2, and Prop A receipts, including financing to reduce the Agency's borrowing costs. This current transaction has the opportunity to pick up a bit more refunding savings because of current market conditions. The request today is for the Board to broaden the ability to take advantage of these savings through the MOA. Upon approval from the Funding Partners, and should the market conditions continue to be favorable, Board approval is being sought to permit the refunding and refinancing of all the Series 2009 Bonds and a portion of the Series 2013 Bonds. If this transaction were executed in the market this week, the expected debt service savings would have been approximately \$15 million over the remaining life of the bonds in 2016 dollars. This is a very substantial opportunity to save the taxpayers of the City of St. Louis and St. Louis County some money to provide additional sales tax dollars for operations of transit and it's a good news story all around.

Commissioner Dietzel asked for a motion to approve both Agenda Items #11 and #12. A motion was made by Commissioner Schoemehl and seconded by Commissioner Buehlhorn to approve the following: Agenda Item #11 – Approval of the Revised Fifth Amendment to the MOA, permitting the Agency to proceed with a refunding of certain of its Series 2009 Bonds and Series 2013 Bonds for economic savings if the opportunity is presented (**Resolution #771**); and Agenda Item #12 – Approval of the resolution authorizing the refunding transaction; authorizing Agency staff to engage the professional team necessary to execute the financing; and it delegates to the Board's Executive Committee the final approvals for the financing subject to certain parameters, including that the financing produces a minimum savings level. (**Resolution #770**) **Motions passed unanimously.**

12. **Refunding of Certain Series 2009 and Series 2013 Cross County Bonds**  
2:21 p.m. The briefing paper regarding the Refunding of Certain Series 2009 and Series 2013 Cross County Bonds was provided in the Board packet. This agenda item was discussed and approved during the discussion of agenda item #11 and no additional presentation was made. **Motion passed unanimously. (Resolution #770)**
13. **Financial Statements – Third Quarter, Fiscal Year 2016 (Presented to Audit Committee)**  
2:25 p.m. The Financial Statements – Third Quarter, Fiscal Year 2016 report was provided in the Board packet. This report was presented and discussed extensively at the Audit Committee meeting and no additional presentation was made. This report was informational only, and no Board action was required. A copy of the report will be kept at the office of the Deputy Secretary.
14. **Performance Indicators – Third Quarter, Fiscal Year 2016 (Presented to Audit Committee)**  
2:25 p.m. The Performance Indicators – Third Quarter, Fiscal Year 2016 report was provided in the Board packet. This report was presented and discussed extensively at the Audit Committee meeting and no additional presentation was made. This report was informational only, and no Board action was required. A copy of the report will be kept at the office of the Deputy Secretary.

15. **Procurement Activity Report – Third Quarter, Fiscal Year 2016 (Presented to Audit Committee)**  
**2:25 p.m.** The Procurement Activity Report – Third Quarter, Fiscal Year 2016 report was provided in the Board packet. This report was presented and discussed extensively at the Audit Committee meeting and no additional presentation was made. This report was informational only, and no Board action was required. A copy of the report will be kept at the office of the Deputy Secretary.
16. **Unscheduled Business**  
**2:26 p.m.** There was no unscheduled business.
17. **Public Comment**  
**2:26 p.m.** There was no public comment.
18. **Call of Dates for Future Board Meetings**  
**2:27 p.m.** The next Operations Committee meeting is scheduled for Tuesday, August 16, 2016, at 8:00 a.m.; the next Finance & Administration Committee meeting is scheduled for Friday, August 26, 2016, at 8:00 a.m.; the next Board meeting is scheduled for Friday, September 23, 2016, at 8:00 a.m.
18. **Adjournment to Executive Session - If such action is approved by a majority vote of the Bi-State Development's Board of Commissioners who constitute a quorum, the Board may go into closed session to discuss legal, confidential, or privileged matters under §610.021(1); RSMo; leasing, purchase or sale of real estate under §610.021(2); personnel actions under §610.021(3); discussions regarding negotiations with employee groups under §610.021(9); sealed bids, proposals and documents related to negotiated contracts under §610.021(12); personnel records or applications under §610.021(13); records which are otherwise protected from disclosure by law under §610.021(14); records relating to hotlines established for reporting abuse and wrongdoing under §610.021(16); or confidential or privileged communications with the District's auditor, including auditor work products under §610.021(17).**  
**2:28 p.m.** Pursuant to the requirements of Section 610.021(1); 610.021(12); 610.021(14); 610.021(16) and 610.021(17); of the Revised Statutes of Missouri, Chairman Dietzel requested a motion to allow the Board to go into closed session. A motion to go into Executive Session was made by Commissioner Gully and seconded by Commissioner Holman. A roll call vote was taken and the Commissioners present, Gully, Holman, Schoemehl, Buehlhorn, Dietzel, Golliday, Kicielinski, and Watson voted to approve this agenda item. **Motion passed unanimously and the Open Session meeting was adjourned.**

  
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Deputy Secretary to the Board of Commissioners  
Bi-State Development



**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF THE BI-STATE DEVELOPMENT AGENCY  
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT  
APPROVING THE EXTENSION OF TIME FOR PERFORMANCE FOR  
CONTRACT WITH JONES WORLEY FOR AUTOMATED FARE  
COLLECTION SYSTEM CUSTOMER EDUCATION SERVICES**

**PREAMBLES:**

*Whereas*, The Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the "Agency"/"BSD") is a body corporate and politic, created by an interstate compact between the States of Missouri and Illinois, acting by and through its Board of Commissioners (the "Board of Commissioners"); and

*Whereas*, the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the "Compact") to plan, construct, maintain, own and operate passenger transportation facilities, and to perform all other necessary and incidental functions, and to disburse funds for its lawful activities, to adopt rules and regulations for the proper operation of its passenger transportation facilities and conveyances, to contract and to be contracted with; and

*Whereas*, Board Policy Chapter 50, §50.010(A)(8) and §50.010(E)(1)(b), requires Board approval of all Non-Competitive Procurements exceeding \$100,000 and Board Policy Chapter 50.010, Section G.2, requires the Board of Commissioners to approve all extensions of contract performance that exceed 180 days; and

*Whereas*, the funding for this project is to be provided through FTA grant MO-90-X231 and Local Funds; and

*Whereas*, Agency entered into a sole source contract with Jones Worley in September, 2013 for \$250,000 for SmartCard branding and customer education services for the project. The current contracted funds were intended to last through September, 2016, at which time Agency had planned to utilize a local PR firm for the rollout marketing strategy. However it is now recognized that Jones Worley would bring more value during the launch and implementation phases than another PR firm; and

*Whereas*, Jones Worley will be providing additional customer education and communication services when the SmartCard system is ready for launch to the public; and

*Whereas*, it is feasible, necessary and in the public interest for the Agency to approve an extension of time for performance of the contract with Jones Worley to July, 2018 and for a total not to exceed contract amount of \$500,000 for SmartCard customer education and communication services, in accordance with the terms and conditions described herein.

**NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:**

Section 1. Findings. The Board of Commissioners hereby finds and determines those matters set forth in the preambles hereof as fully and completely as if set out in full in this Section 1.

Section 2. Approval of the Contract Modifications. The Board of Commissioners hereby approves an extension of time for performance of the contract with Jones Worley to July, 2018 and for a total not to exceed

contract amount of \$500,000 for SmartCard customer education and communication services, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preamble hereof and subject to conditions hereinafter provided.

Section 3. Actions of Officers Authorized. The officers of the Agency, including, without limitation, the President and CEO, and the Vice President of Procurement are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and the Contract and the execution of such documents or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 4. Severability. It is hereby declared to be the intention of the Board of Commissioners that each and every part, section and subsection of this Resolution shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Commissioners intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Resolution shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the intent of this Resolution.

Section 5. Rights Under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency and Jones Worley.

Section 6. Governing Law. The laws of the State of Missouri shall govern this Resolution.

Section 7. No Personal Liability. No member of the Board of Commissioners, officer, employee or agent of the Agency shall have any personal liability for acts taken in accordance with this Resolution.

Section 8. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

**ADOPTED** by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 24th of June, 2016.

THE BI-STATE DEVELOPMENT AGENCY OF THE  
MISSOURI-ILLINOIS METROPOLITAN DISTRICT

By David A. Dufil  
Title Chairman

[SEAL]

ATTEST:

By Barbara E. Eubank  
Deputy Secretary to the Board of Commissioners



**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF THE BI-STATE DEVELOPMENT AGENCY  
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT  
AWARDING A CONTRACT TO WERREMEYEER, INCORPORATED FOR  
DEVELOPMENT AND IMPLEMENTATION OF MARKETING ACTIVITIES**

**PREAMBLES:**

*Whereas*, The Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the "Agency"/"BSD") is a body corporate and politic, created by an interstate compact between the States of Missouri and Illinois, acting by and through its Board of Commissioners (the "Board of Commissioners"); and

*Whereas*, the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the "Compact") to plan, construct, maintain, own and operate passenger transportation facilities, and to perform all other necessary and incidental functions, and to disburse funds for its lawful activities, to adopt rules and regulations for the proper operation of its passenger transportation facilities and conveyances, to contract and to be contracted with; and

*Whereas*, Board Policy Chapter 50, §50.010(A)(2) and §50.010 (E)(1)(a), requires Board approval of all negotiated procurements exceeding \$500,000; and

*Whereas*, funding for this contract is provided by the Agency Operating Budget; and

*Whereas*, Request for Proposal 16-RFP-102886-CG was issued on March 21, 2016 seeking proposals from qualified firms that could provide full-service marketing and creative agency assistance in the development and implementation of marketing activities for Agency and its emerging enterprises; and

*Whereas*, four proposals were received and the Werremeyer, Incorporated proposal was determined to be the most advantageous offer, technical and cost factors considered, the quality of services to be performed, their conformity with the scope of services, and their suitability to the requirements of the Agency entities involved; and

*Whereas*, it is feasible, necessary and in the public interest for the Agency to approve the award to Werremeyer, Incorporated for a three (3) year contract period in the not to exceed amount of \$600,000, award monetary and administrative contract modifications as needed, and award two (2) option years in an amount not to exceed \$400,000 if the following criteria are met: 1) funding is available, 2) the contract performance is satisfactory, 3) the exercise of the option is in accordance with the terms and conditions of the option stated in the initial contract awarded, and 4) the option price is determined to be better than the prices available in the market, or that the option is the more advantageous offer at the time the option is exercised, in accordance with the terms and conditions described herein.

**NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:**

**Section 1. Findings.** The Board of Commissioners hereby finds and determines those matters set forth in the preambles hereof as fully and completely as if set out in full in this Section 1.

**Section 2. Approval of the contract Award.** The Board of Commissioners hereby approves the negotiated procurement contract award to Werremeyer, Incorporated for a three (3) year contract period in the not to exceed amount of \$600,000, award monetary and administrative contract modifications as needed and award two (2)

option years in an amount not to exceed \$400,000 if the following criteria are met: 1) funding is available, 2) the contract performance is satisfactory, 3) the exercise of the option is in accordance with the terms and conditions of the option stated in the initial contract awarded, and 4) the option price is determined to be better than the prices available in the market, or that the option is the more advantageous offer at the time the option is exercised, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

Section 3. Actions of Officers Authorized. The officers of the Agency, including, without limitation, the President and CEO, and Vice President of Procurement are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and the Contract and the execution of such documents or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 4. Severability. It is hereby declared to be the intention of the Board of Commissioners that each and every part, section and subsection of this Resolution shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Commissioners intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Resolution shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the intent of this Resolution.

Section 5. Rights Under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency and Werremeyer, Incorporated.

Section 6. Governing Law. The laws of the State of Missouri shall govern this Resolution.

Section 7. No Personal Liability. No member of the Board of Commissioners, officer, employee or agent of the Agency shall have any personal liability for acts taken in accordance with this Resolution.

Section 8. Payment of Expenses. The Senior Vice President and CFO is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to this Resolution and Contract.

Section 9. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 24<sup>th</sup> day of June, 2016.

THE BI-STATE DEVELOPMENT AGENCY OF THE  
MISSOURI-ILLINOIS METROPOLITAN DISTRICT

By

Title

*David A. Dietzel*

Chairman

[SEAL]

ATTEST:

By

*Debra A. Smith*  
Deputy Secretary to the Board of Commissioners



**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF THE BI-STATE DEVELOPMENT AGENCY  
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT  
APPROVING THE CONTRACT AWARD TO IRONHORSE, INCORPORATED  
FOR TRACK MAINTENANCE SERVICES**

**PREAMBLES:**

*Whereas*, The Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the "Agency") is a body corporate and politic, created by an interstate compact between the States of Missouri and Illinois, acting by and through its Board of Commissioners (the "Board of Commissioners"); and

*Whereas*, the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the "Compact") to plan, construct, maintain, own and operate passenger transportation facilities, and to perform all other necessary and incidental functions, and to disburse funds for its lawful activities, to adopt rules and regulations for the proper operation of its passenger transportation facilities and conveyances, to contract and to be contracted with; and

*Whereas*, Board Policy Chapter 50, §50.010(A)(2) and §50.010(E)(1)(a), requires Board approval of all Competitive Negotiated Procurements exceeding \$500,000; and

*Whereas*, funding is through the Metro Transit Operating Budget; and

*Whereas*, Agency issued a Request for Proposal 16-RFP-102633-CB in March, 2016 seeking proposals from qualified contractors to provide maintenance services and also routine and emergency repairs along the MetroLink alignment. The solicitation was sent to eighteen (18) firms and advertised on Agency's website; and

*Whereas*, Agency received proposals from three firms and after evaluation and scoring by the Technical Evaluation Team it determined that the proposal from Ironhorse, Incorporated provided the Agency with the best value based on the most advantageous offer, technical and cost factors considered, the quality of services to be performed, their conformity with the scope of services and their suitability to the requirements of the Agency; and

*Whereas*, it is feasible, necessary and in the public interest for the Agency to approve the three year time and material contract award to Ironhorse, Incorporated for track maintenance services in an amount not-to-exceed \$1,737,448.85, award monetary and administrative contract modifications as needed, and award two option years in an amount not to exceed \$1,431,574.70 if the following criteria are met; 1) funding is available, 2) the performance of the contract is satisfactory, 3) the exercise option is in accordance with the terms and conditions of the option stated in the initial contract, and 4) the option price is determined to be better than prices available in the market or that the option is the more advantageous offer at the time the option is exercised, in accordance with the terms and conditions described herein.

**NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:**

**Section 1. Findings.** The Board of Commissioners hereby finds and determines those matters set forth in the preambles hereof as fully and completely as if set out in full in this Section 1.

**Section 2. Approval of the Contract.** The Board of Commissioners hereby approves the three year time and material contract award to Ironhorse, Incorporated for track maintenance services in an amount not-to-exceed \$1,737,448.85, award monetary and administrative contract modifications as needed, and award two option years in an amount not to exceed \$1,431,574.70 if the following criteria are met; 1) funding is available, 2) the

performance of the contract is satisfactory, 3) the exercise option is in accordance with the terms and conditions of the option stated in the initial contract, and 4) the option price is determined to be better than prices available in the market or that the option is the more advantageous offer at the time the option is exercised, under an pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preamble hereof and subject to the conditions hereinafter provided.

Section 3. Actions of Officers Authorized. The officers of the Agency, including, without limitation, the President and CEO, and Vice President of Procurement are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and the Contract and the execution of such documents or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 4. Severability. It is hereby declared to be the intention of the Board of Commissioners that each and every part, section and subsection of this Resolution shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Commissioners intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Resolution shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the intent of this Resolution.

Section 5. Rights Under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency and Ironhorse, Incorporated.

Section 6. Governing Law. The laws of the State of Missouri shall govern this Resolution.

Section 7. No Personal Liability. No member of the Board of Commissioners, officer, employee or agent of the Agency shall have any personal liability for acts taken in accordance with this Resolution.

Section 8. Payment of Expenses. The Senior Vice President and CFO is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to this Resolution and Contract.

Section 9. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 24<sup>th</sup> day of June, 2016.

THE BI-STATE DEVELOPMENT AGENCY OF THE  
MISSOURI-ILLINOIS METROPOLITAN DISTRICT

By David A. Ditzel  
Title Chairman

[SEAL]

ATTEST:

By Walter E. Schubert  
Deputy Secretary to the Board of Commissioners



**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF THE BI-STATE DEVELOPMENT AGENCY OF  
THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT  
AMENDING BOARD POLICY CHAPTER 80, AGENCY PROPERTY**

**PREAMBLES:**

*Whereas*, the Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the “Agency”/ “BSD”) is a body corporate and politic, created by an interstate compact between the states of Missouri and Illinois, acting by and through its Board of Commissioners (the “Board of Commissioners”); and

*Whereas* the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the “Compact”); to make suitable rules and regulations consistent with its mission and not inconsistent with the constitution or laws of either state, or any political subdivision thereof; and

*Whereas*, Article VI of the Bylaws – Board Policies of the Agency, provides that any action by the Board establishing policy, administrative, business, or otherwise, shall be known as “Board Policies” and that the Board may adopt, amend or repeal, in whole or in part, the Board Policies at any meeting of the Board, except that unless otherwise designated by the Chair, all Board Policies shall be tabled for a period of one month and shall become effective upon adoption by the Board; and

*Whereas*, Board Policy Chapter 80, Agency Property, governs the Agency’s guidelines for use of Agency property and facilities; and

*Whereas*, in a review of Board Policy Chapter 80, Agency Property, it was determined that the Policy should be amended to reflect the current needs of the Agency, to allow for future Agency opportunities, and to meet the operational requirements of the Metro transit system; and

*Whereas*, the amended Board Policy Chapter 80, Agency Property, was presented to the Operations Committee on May 17, 2016. The Committee recommended that the amended policy be referred to the Board of Commissioners for consideration at the June 24<sup>th</sup>, 2016 meeting, and that the Board waive tabling the amended policy so that it is effective upon Board approval; and

*Whereas*, it is feasible, necessary and in the public interest for the Agency to approve the amended Board Policy Chapter 80, Agency Property, as referenced in Briefing Paper Attachment #3, and that the Board waive tabling of the amended policy so that it is effective upon Board approval, in accordance with the terms and conditions described herein.

**NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:**

Section 1. Findings. The Board of Commissioners hereby finds and determines those matters set forth in the preambles as fully and completely as if set out in full in this Section 1.

Section 2. Approval of Amendment to Board Policy. The Board of Commissioners hereby authorizes and approves the amendment to Board Policy Chapter 80, Agency Property, (as provided in Attachment #3 of the Briefing Paper and made a part hereof), and waives tabling of the amended policy so that it is effective upon Board approval.

Section 3.      Actions of Officers Authorized. The officers of the Agency, including without limitation, the President and CEO and the Vice President and Chief Financial Officer, are hereby authorized and directed to execute all necessary changes to Board Policies, and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution; and the execution of such changes and taking of such actions shall be conclusive evidence of such necessity or advisability.

Section 4.      Severability. It is hereby declared to be the intention of the Board of Commissioners that each and every part, section and subsection of this Resolution shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Commissioners intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Resolution shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the intent of this Resolution.

Section 5.      Rights Under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency, officers and employees.

Section 6.      Governing Law. The laws of the State of Missouri shall govern this Resolution.

Section 7.      No Personal Liability. No member of the Board of Commissioners, officer, employee or agent of the Agency shall have any personal liability for acts taken in accordance with this Resolution.

Section 8.      Payment of Expenses. The Senior Vice President and CFO is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to this Resolution and the Policy.

Section 9.      Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 24th day of June, 2016.

THE BI-STATE DEVELOPMENT AGENCY OF THE  
MISSOURI-ILLINOIS METROPOLITAN DISTRICT

By David A. Ditzel  
Its Chairman

[SEAL]

ATTEST:

By W. B. [Signature]  
Deputy Secretary to the Board of Commissioners



**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE BI-  
STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS  
METROPOLITAN DISTRICT APPROVING THE FIFTH  
AMENDMENT TO MEMORANDUM OF AGREEMENT WITH THE  
CITY OF ST. LOUIS AND ST. LOUIS COUNTY AND THE ACTIONS  
OF CERTAIN OFFICERS OF THE AGENCY**

**PREAMBLE:**

**WHEREAS**, The Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the “Agency”) is a body corporate and politic, created by an interstate compact between the States of Missouri and Illinois, acting by and through its Board of Commissioners (the “Board of Commissioners”); and

**WHEREAS**, the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (the “Compact”) to receive for its lawful activities any contributions or moneys appropriated by municipalities, counties, state or other political subdivisions or agencies; to acquire by gift, purchase or lease, and to plan, construct, operate and maintain, or lease to others for operation and maintenance passenger transportation facilities, rail, motor vehicle and other terminal or parking facilities; to borrow money for any of the authorized purposes of the Agency and to issue the negotiable notes, bonds or other instruments in writing of the Agency in evidence of the sum or sums to be borrowed; to issue negotiable refunding notes, bonds or other instruments in writing for the purpose of refunding, extending or unifying the whole or any part of its valid indebtedness from time to time outstanding, whether evidenced by notes, bonds or other instruments in writing; and to contract and to be contracted with; and

**WHEREAS**, The City of St. Louis, Missouri (the “City”), St. Louis County, Missouri (the “County”) and the Agency entered into a Memorandum of Understanding dated December 1, 2000, relating to an expansion of MetroLink, including Segment I of the Cross-County Corridor and improvements associated with the related upgrade and expansion in transit service (the “Project,” and as further described in the Original Agreement defined below); and

**WHEREAS**, the parties agreed that financing was necessary to provide funds to acquire, plan, construct, equip and improve the Project, to fund reasonable reserves for such financing and for the Project and to fund the costs of issuance relating to such financing; and

**WHEREAS**, the City, the County and the Agency entered into the Memorandum of Agreement dated as of November 1, 2002 (the “Original Agreement”) to provide for the issuance of bonds by the Agency to provide funds to finance the Project, to provide for the application of the proceeds of such bonds to pay the costs of the Project and to provide a source of repayment for such bonds; and

**WHEREAS**, in accordance with the Original Agreement, on November 21, 2002, the Agency issued (a) \$100,000,000 original principal amount Mass Transit Sales Tax Appropriation Bonds (MetroLink Cross County Extension Project) Series 2002A (the “Series 2002A Bonds”), (b) \$313,305,000 original principal amount Mass Transit Sales Tax Appropriation Bonds (MetroLink Cross County Extension Project) Series 2002B (the “Series 2002B Bonds”), and (c) \$816,760.73 original principal amount Mass Transit Sales Tax Appropriation Bonds (MetroLink Cross County Extension Project) Series 2002C (the “Series 2002C Bonds” and together with the Series 2002A Bonds and the Series 2002B Bonds, the “Series 2002 Bonds”) pursuant to the Trust Indenture dated as of November 1, 2002 (the “2002 Original Indenture”) between the Agency and The Bank of New York Mellon Trust Company, N.A. (formerly known as BNY Trust Company of Missouri), as trustee (the “Trustee”); and

**WHEREAS**, in accordance with the Original Agreement as amended by the First Amendment to Memorandum of Agreement dated November 1, 2005 (the “First Amendment”), on November 2, 2005, the Agency issued \$150,000,000 original principal amount Subordinate Mass Transit Sales Tax Appropriation Bonds (MetroLink Cross County Extension



Project) Series 2005A (the "Series 2005A Bonds") pursuant to the Trust Indenture dated as of November 1, 2005 between the Agency and the Trustee; and

**WHEREAS**, in accordance with the Original Agreement as amended by the First Amendment and the Second Amendment to Memorandum of Agreement dated as of December 1, 2007 (the "Second Amendment"), on December 19, 2007, the Agency issued \$20,820,000 original principal amount Mass Transit Sales Tax Appropriation Refunding Bonds (MetroLink Cross County Extension Project) Series 2007 (the "Series 2007 Bonds") pursuant to the 2002 Original Indenture, as supplemented by the First Supplemental Trust Indenture dated as of May 1, 2006 (the "First Supplemental Trust Indenture") and the Second Supplemental Trust Indenture dated as of December 1, 2007 (the "Second Supplemental Trust Indenture"); and

**WHEREAS**, in accordance with the Original Agreement, as amended by the First Amendment, the Second Amendment and the Third Amendment to Memorandum of Agreement dated as of November 1, 2009 (the "Third Amendment") with the consent of the Trustee, the Agency was authorized to provide for the issuance of Refunding Bonds until December 31, 2010; and

**WHEREAS**, in accordance with the Original Agreement, as amended by the First Amendment, the Second Amendment and the Third Amendment, on November 9, 2009, the Agency issued \$97,220,000 original principal amount Mass Transit Sales Tax Appropriation Refunding Bonds (MetroLink Cross County Extension Project) Series 2009 (the "Series 2009 Bonds") pursuant to the 2002 Original Indenture, as supplemented by the First Supplemental Trust Indenture, the Second Supplemental Trust Indenture and the Third Supplemental Trust Indenture dated as of November 1, 2009 (the "Third Supplemental Trust Indenture") (the 2002 Original Indenture, as supplemented and amended by the First Supplemental Trust Indenture, the Second Supplemental Trust Indenture and the Third Supplemental Trust Indenture is hereinafter referred to as the "2002 Indenture"); and

**WHEREAS**, in accordance with the Original Agreement, as amended by the First Amendment, the Second Amendment and the Third Amendment, on October 14, 2010, the Agency issued (a) \$75,000,000 original principal amount Subordinate Mass Transit Sales Tax Appropriation Refunding Bonds (MetroLink Cross County Extension Project) Series 2010A (the "Series 2010A Bonds"), and (b) \$70,290,000 original principal amount Subordinate Mass Transit Sales Tax Appropriation Refunding Bonds (MetroLink Cross County Extension Project) Series 2010B (the "Series 2010B Bonds" and together with the Series 2010A Bonds, the "Series 2010 Bonds") pursuant to the Trust Indenture dated as of October 1, 2010 (the "2010 Indenture") between the Agency and the Trustee for the purpose of refunding the Series 2005A Bonds; and

**WHEREAS**, in accordance with the Original Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment, on August 1, 2013, the Agency issued (a) \$381,225,000 aggregate principal amount of Combined Lien Mass Transit Sales Tax Appropriation Refunding Bonds, Series 2013A (the "Series 2013A Bonds") pursuant a Master Trust Indenture dated as of August 1, 2013, between the Agency and Trustee (the "2013 Master Indenture"), as supplemented by the Supplemental Trust Indenture No. 1 dated as of August 1, 2013 (the "First Supplemental 2013 Indenture") and (b) not to exceed \$400,000,000 aggregate principal amount of Super Subordinate Combined Lien Mass Transit Sales Tax Appropriation Indebtedness, Series 2013B (the "Series 2013B Bonds" and together with the Series 2013A Bonds, the "Series 2013 Bonds") pursuant to the 2013 Master Indenture as supplemented by the Supplemental Trust Indenture No. 2 dated as of August 1, 2013 (the "Second Supplemental 2013 Indenture" and together with the 2013 Master Indenture and the First Supplemental 2013 Indenture, the "2013 Indenture") between the Agency and the Trustee; and

**WHEREAS**, only the Series 2009 Bonds and the Series 2013 Bonds remain outstanding; and

**WHEREAS**, on September 25, 2015, the Agency approved a Fifth Amendment which authorized only the refunding of the Series 2009 Bonds; and

**WHEREAS**, the Agency desires to authorize the refunding of all or a portion of the Series 2009 Bonds and the callable Series 2013A Bonds; and

**WHEREAS**, the Agency desires to repeal the September 25, 2015 Resolution; and

**WHEREAS**, the Agency desires to amend the Original Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment, pursuant to a Fifth Amendment to Memorandum of Agreement (the "Fifth Amendment") with the City and the County, the form of which is attached hereto as Exhibit A, and made a part hereof, in order to provide for the refunding of all or a portion of the Series 2009 Bonds and the callable Series 2013A Bonds (collectively, the "Refunded Bonds") for economic savings purposes as more particularly described in the Fifth Amendment; and

**WHEREAS**, it is feasible, necessary and in the public interest for the Agency to approve the Fifth Amendment, in accordance with the terms and conditions described herein;

**NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:**

Section 1. Findings. The Board of Commissioners hereby finds and determines those matters set forth in the preambles hereof as fully and completely as if set out in full in this Section 1.

Section 2. Repeal of September 25, 2015 Resolution. The Board of Commissioners hereby repeals the September 25, 2015 Resolution under and pursuant to this Resolution and the Compact for authorized Agency purposes set forth in the preambles.

Section 3. Approval of the Fifth Amendment. The Board of Commissioners hereby approves the Fifth Amendment under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

Section 4. Form of the Fifth Amendment. The Fifth Amendment (attached hereto as Exhibit A and made a part hereof), in substantially the form presented to this meeting is hereby approved, and officers of the Agency, including without limitation, the President and CEO and Senior Vice President and CFO, are hereby authorized and directed to execute and deliver and attest, respectively, the Fifth Amendment, with such changes, modifications, insertions and omissions as may be deemed necessary or desirable to effect the Fifth Amendment, with the necessity or desirability of such changes, modifications, insertions and omissions being conclusively evidenced by their execution thereof.

Section 5. Further Negotiation. The Board of Commissioners further authorizes and directs the officers of the Agency, including without limitation, the President and CEO and Senior Vice President and CFO, to negotiate with the City and the County as may be necessary to finalize the terms and conditions of the Fifth Amendment consistent with the Agency's Briefing Paper presented to this meeting, and the officers of the Agency, including without limitation the President and CEO and Senior Vice President and CFO, are hereby further authorized and directed to make any such changes, modifications, insertions and omissions as may be consistent with the intent of this Resolution and as may be deemed necessary or desirable to finalize the Fifth Amendment, with the necessity or desirability of such changes, modifications, insertions and omissions being conclusively evidenced by their execution thereof.

Section 6. Actions of Officers Authorized. The officers of the Agency, including, without limitation, the President and CEO and Senior Vice President and CFO, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and the Fifth Amendment, and the execution of such documents or taking of such action shall be conclusive evidence of such necessity or advisability.



Section 7.        Severability. It is hereby declared to be the intention of the Board of Commissioners that each and every part, section and subsection of this Resolution shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Commissioners intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Resolution shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the intent of this Resolution.

Section 8.        Rights Under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency, the City and the County.

Section 9.        Governing Law. The laws of the State of Missouri shall govern this Resolution and the Fifth Amendment.


Section 10.       No Personal Liability. No member of the Board of Commissioners, officer, employee or agent of the Agency shall have any personal liability for acts taken in accordance with this Resolution and the Fifth Amendment.

Section 11.       Payment of Expenses. The Senior Vice President and CFO is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to this Resolution and the Fifth Amendment.

Section 12.       Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

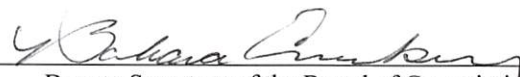
ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 24<sup>th</sup> day of June, 2016.

THE BI-STATE DEVELOPMENT AGENCY OF THE  
MISSOURI-ILLINOIS METROPOLITAN DISTRICT

By   
Its Chairman

[SEAL]

ATTEST:

By   
Deputy Secretary of the Board of Commissioners

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE BI-STATE DEVELOPMENT AGENCY OF THE  
MISSOURI-ILLINOIS METROPOLITAN DISTRICT  
APPROVING AND PROVIDING FOR THE REFUNDING OF  
CERTAIN OF THE AGENCY'S OBLIGATIONS**

**PREAMBLES:**

*Whereas*, the Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the "Agency") is a body corporate and politic, created by an interstate compact (the "Compact") between the States of Missouri and Illinois, acting by and through its Board of Commissioners (the "Board"); and

*Whereas*, the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (the "Compact") to receive for its lawful activities any contributions or moneys appropriated by municipalities, counties, state or other political subdivisions or agencies; to acquire by gift, purchase or lease, and to plan, construct, operate and maintain, or lease to others for operation and maintenance passenger transportation facilities, rail, motor vehicle and other terminal or parking facilities; to borrow money for any of the authorized purposes of the Agency and to issue the negotiable notes, bonds or other instruments in writing of the Agency in evidence of the sum or sums to be borrowed; to issue negotiable refunding notes, bonds or other instruments in writing for the purpose of refunding, extending or unifying the whole or any part of its valid indebtedness from time to time outstanding, whether evidenced by notes, bonds or other instruments in writing; and to contract and to be contracted with; and

*Whereas*, the Agency has previously issued the following obligations, among others:

<u>Name of Obligation</u>	<u>Issue Date</u>	<u>Original Principal Amount</u>
Mass Transit Sales Tax Appropriation Refunding Bonds (MetroLink Cross County Extension Project), Series 2009 (the "Series 2009 Bonds")	November 9, 2009	\$ 97,220,000
Combined Lien Mass Transit Sales Tax Appropriation Refunding Bonds, Series 2013A (the "Series 2013A Bonds")	August 1, 2013	381,225,000

*Whereas*, the Agency now desires to issue its Combined Lien Mass Transit Sales Tax Appropriation Refunding Bonds, Series 2016 (the "Series 2016 Bonds") pursuant to the Compact and pursuant to a Master Trust Indenture dated as of August 1, 2013 (the "Master Indenture") and a Supplemental Trust Indenture No. 3 dated as of August 1, 2016 (the "Supplemental Indenture No. 3" and together with the Master Indenture and all other supplemental indentures, the "Indenture") to be entered into by and between the Agency and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") in order to provide funds to refund all or a portion of the outstanding Series 2009 Bonds and/or the Series 2013A Bonds maturing on October 1, 2048 (collectively, the "Refunded Bonds"); and

*Whereas*, the terms of sale of the Series 2016 Bonds shall be specified in a bond purchase agreement to be executed and delivered by the Agency and the representative of the purchasers thereof; and

*Whereas*, it is feasible, necessary and in the public interest for the Agency to issue the Series 2016 Bonds in order to provide funds to refund the Refunded Bonds.



**NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:**

Section 1. Findings. The Board hereby finds and determines those matters set forth in the Preambles hereof as fully and completely as if set out in full in this Section 1.

Section 2. Authorization of Series 2016 Bonds.

- (a) The Board hereby approves the issuance, execution and delivery of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District Combined Lien Mass Transit Sales Tax Appropriation Refunding Bonds, Series 2016, subject to the terms and conditions set forth herein, for the purpose of (i) defeasing and refunding all or a portion of the Refunded Bonds and (ii) paying the costs of issuance with respect to the Series 2016 Bonds.
- (b) The Series 2016 Bonds, together with interest thereon, shall constitute special, limited obligations of the Agency and are payable solely out of the Agency Revenues (as defined in the Indenture) received by the Agency from The City of St. Louis, Missouri (the "City") and St. Louis County, Missouri (the "County") pursuant to the Memorandum of Agreement dated as of November 1, 2002 (as amended, the "Memorandum of Agreement") and other funds to be pledged under the Indenture. The Series 2016 Bonds shall not be a debt of the State of Missouri, the State of Illinois, the County or the City and none of the State of Missouri, the State of Illinois, the County, the City or any political subdivision of any of the aforesaid shall be liable thereon nor in any event shall the Series 2016 Bonds be payable out of any funds or properties other than those acquired or pledged under the Indenture, and the Series 2016 Bonds shall not constitute an indebtedness within the meanings of any constitutional or statutory debt limitation or restriction. In addition, notwithstanding anything contained in the Indenture or the Memorandum of Agreement to the contrary, the Agency shall not have a general obligation for the payment of other amounts required to be paid by the Agency under the Indenture, such amounts to be payable only from the sources pledged pursuant to the Indenture for the payment of the Series 2016 Bonds, and neither the Trustee nor any holder of any Series 2016 Bonds shall bring or maintain any suit, action or other proceeding for judgment against the Agency for any payment required to be made under the Indenture, it being understood that the Trustee and the owners of the Series 2016 Bonds will look, insofar as the Agency is concerned, solely to the sources pledged pursuant to the Indenture for the payment of the Series 2016 Bonds for payment of all of the Agency's obligations under the Indenture, and no other property or assets of the Agency shall be subject to levy, execution or other enforcement procedure for the satisfaction of the Agency's obligations under the Indenture.

Section 3. Authorization of Chief Financial Officer. The Board hereby authorizes the Agency's Chief Financial Officer to:

- (a) appoint an underwriting team including one or more senior underwriters and one or more co-senior managers or co-managers;
- (b) with the approval of the Agency's General Counsel, engage one or more law firms to provide bond counsel, disclosure counsel and/or underwriters' counsel services associated with the transaction;
- (c) request one or more bond ratings for the Series 2016 Bonds;
- (d) appoint an escrow agent to hold the proceeds of the Series 2016 Bonds to be used to refund the Refunded Bonds;

- (e) appoint a dissemination agent to assist the Agency in complying with its continuing disclosure obligations, if any, under Rule 15c2-12 adopted by the United States Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule"); and
- (f) appoint other professionals, as necessary, to include a verification agent, financial printer and others necessary to effectuate the financing.

Section 4. Authorization of Executive Committee. The Board hereby authorizes its Executive Committee to act for and on behalf of the Board and the Agency to:

- A. Determine and approve (i) which of the outstanding Series 2009 Bonds and/or the Series 2013A Bonds maturing on October 1, 2048 will be refunded with proceeds of the Series 2016 Bonds, and (ii) the final terms of the Series 2016 Bonds, including the interest rate or rates, the maturity amounts, the redemption provisions and redemption dates and other terms of the Series 2016 Bonds, subject to the following provisions: the Series 2016 Bonds will be issued in an aggregate principal amount not to exceed \$150,000,000, representing the outstanding par amount of the Refunded Bonds and accrued interest to the date of maturity or redemption thereof, plus, (a) the costs of issuance of the Series 2016 Bonds, (b) any amounts required to fund a debt service reserve account for the Series 2016 Bonds and (c) any original issue discount and the underwriting fee thereon; will have an aggregate initial issue price which shall not be less than 98% nor greater than 120% of the par amount thereof; will mature not later than 40 years from the date of issuance thereof; will produce present value savings of not less than 4.0% of the par amount of the Refunded Bonds being refunded, as calculated by the Agency's Chief Financial Officer; and, at the discretion of the Agency's Chief Financial Officer, may be subject to redemption prior to their maturity date, based upon prevailing market conditions at the time of pricing.
- B. Approve and execute the Supplemental Indenture No. 3 with the Trustee.
- C. Approve and execute a Bond Purchase Agreement relating to the Series 2016 Bonds (the "Bond Purchase Agreement"), between the Agency and the underwriting firm appointed by the Agency's Chief Financial Officer (the "Underwriter"). The Series 2016 Bonds shall be sold to the Underwriter at a purchase price to be approved by the Executive Committee on the terms and conditions set forth in the Bond Purchase Agreement. The underwriting fee for the Series 2016 Bonds shall not exceed a weighted average of 0.60% of the par amount of the Series 2016 Bonds, plus reasonable expenses.
- D. Approve and execute an Escrow Trust Agreement (the "Escrow Agreement") with the escrow agent named therein.
- E. Approve and execute a Disclosure Dissemination Agent Agreement (the "Continuing Disclosure Agreement") with the dissemination agent named therein.
- F. Approve and execute a Tax Compliance Agreement (the "Tax Agreement") between the Agency and the Trustee.
- G. Authorize and approve the distribution of a preliminary official statement, final official statement or other disclosure document relating to the Series 2016 Bonds (collectively, the "Official Statement").

For purposes of this Resolution, a quorum of the Executive Committee shall consist of not less than two of the four members of the Executive Committee.



The approval of the Executive Committee shall be conclusively evidenced by a resolution, adopted by a unanimous vote of the members of the Executive Committee participating at a meeting for such purpose, setting forth the final terms of the Series 2016 Bonds and approving the final form of the above-listed documents. Such resolution is to be signed by the Chairman or Vice Chairman of the Executive Committee and attested by the Chief Financial Officer or Deputy Secretary of the Agency.

Section 5. Preliminary and Final Official Statement. The Chairman or Vice Chairman of the Board and the President or Chief Financial Officer of the Agency are hereby authorized and directed to execute the Official Statement and any amendments or supplements thereto on behalf of the Agency, and to cause the Official Statement and any such amendments or supplements to be delivered to the Underwriter. The Agency agrees to provide to the Underwriter within seven business days of the date of the sale of Series 2016 Bonds sufficient copies of the final Official Statement to enable the Underwriter to comply with the requirements of the Rule and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 6. Actions of Officers Authorized. The officers of the Agency, including the Chairman, Vice Chairman, Treasurer, Secretary and Deputy Secretary of the Board and the President and Chief Financial Officer of the Agency shall be, and they each hereby are, authorized and directed to execute and deliver all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution, including giving direction to the Trustee to give notices of redemption of the Refunded Bonds, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 7. Partial Invalidity. If any term or provision of this Resolution, the Series 2016 Bonds or other document approved hereby or the application thereof for any reason or circumstance shall to any extent be held invalid or unenforceable, the remaining provisions or the application of such term or provision to persons in situations other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision hereof and thereof shall be valid and enforced to the fullest extent permitted.

Section 8. Execution of Documents. The officers of the Agency, including the Chairman, Vice Chairman, Treasurer, Secretary and Deputy Secretary of the Board and the President and Chief Financial Officer of the Agency, are authorized and directed to execute and deliver all documents, including without limitation, the Supplemental Indenture No. 3, the Bond Purchase Agreement, the Continuing Disclosure Agreement, the Escrow Agreement and the Tax Agreement and to take such actions as they may deem necessary or advisable in order to carry out the purposes of this Resolution.

Section 9. Payment of Costs. The Chief Financial Officer of the Agency is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to the refunding of the Refunded Bonds and the issuance of the Series 2016 Bonds, including payment to the Underwriter of an underwriting fee, subject to the limits set forth herein.

Section 10. No Personal Liability. No member of the Board, officer or employee of the Agency shall have any personal liability for acts taken in accordance with this Resolution.

Section 11. Effective Date. This Resolution shall become effective immediately upon its adoption.

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 24<sup>th</sup> day of June, 2016.



THE BI-STATE DEVELOPMENT AGENCY OF THE  
MISSOURI-ILLINOIS METROPOLITAN DISTRICT

[SEAL]

By David A. Ditzel  
Title Chairman

ATTEST

By: [Signature]  
Deputy Secretary of the Board of Commissioners

**Open Session Item**

**4**

**BI-STATE DEVELOPMENT  
TREASURER'S REPORT  
July 29, 2016**

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**INVESTMENTS**

***Yields:***

Bi-State investments had an average yield of .55% in July, up from .50% in June. The Federal Reserve has held the federal funds rate steady at .5% since December. Although the jobs market is close to fully recovered, inflation levels continue to hover below the 2% objective, and the Fed has voted again to defer a rate increase.

***Invested Funds:***

In July, Bi-State directed \$180 million of cash and investments. Approximately 47% of the invested funds for July were invested in U.S. Treasury or U.S. Government Agency securities, and 14% were invested in collateralized Certificates of Deposit (CDs) or Repurchase Agreements (Repos). The balance was invested in AAA rated money market funds. The average maturity of Bi-State investments was approximately 186 days.

**DEBT MANAGEMENT**

***Debt Restructuring, 2013:***

On July 1, 2013, Bi-State successfully sold its \$381,225,000 Series 2013A Bonds. More than \$1.5 billion in orders were placed for the bonds. The deal closed on August 1, 2013. An effective cost of funds of 4.44% was achieved. The effects of the \$75 million County loan bring the true interest cost to 3.68%. The bond restructuring, of essentially all of the Cross County Bonds, with the exception of the \$97 million Series 2009 Bonds, achieved important long-term financial objectives for Bi-State:

- Improved debt ratings. The bonds were assigned ratings of 'AA+' and 'Aa3' by S&P and Moody's, respectively. The higher ratings will benefit Bi-State in future financings.
- Eliminated exposure of Bi-State to variable and short-term debt obligations.
- Brought 2010 subordinate bonds to senior lien status, and began their amortization.
- Optimized the debt service funding requirements to preserve long-term funding flexibility for operations and capital.
- Incorporated the availability of the County Loan by using the Prop A Capital Reserve to reduce borrowing costs.
- Returned \$18 million of Federal funding from the 2002 Debt Service Reserve Fund to Bi-State's capital program.

In 2014, St Louis County approved the appropriation of the 2nd loan advance in the amount of \$30 million to Bi-State. The Series 2052 bonds were redeemed on October 1, 2014. This lowered the interest rate on \$30 million in debt from 4.75% to 1.04%.

In August 2015, St Louis County approved the appropriation of the 3<sup>rd</sup> loan advance and the Series 2050 bonds were redeemed on October 1, 2015. The interest rate on this \$30 million in debt decreased from 4.75% to 1.02%. The debt service reserve fund requirement on the 2013A bonds also decreased. The new debt service reserve requirement is now approximately \$23.6 million.

***Arch Tram Revenue Bonds, 2014:***

On December 3, 2014, Bi-State closed on the Series 2014 Taxable Arch Tram Revenue Bonds. These bonds have a par value of \$7,656,000 and a 30-year term. The initial fixed rate term is 10 years with a fixed interest rate of 4.016%. The funds from this bond issuance will pay for the cost of issuance, a portion of the interior roof

over the Arch visitor's center, and the replacement of the motor generator sets. The debt service requirement is approximately \$454 thousand.

***Bi-State Development/St. Clair County Transit District Revenue Bonds Refunding, 2014:***

On December 4, 2014, Bi-State and St Clair County Transit District closed on the \$4,160,000 issuance of the Series 2014 Bi-State Development/St Clair County Metrolink Extension Project Refunding Revenue Bonds. The refunding provides a savings of approximately \$700,000 in debt service expenses. It also eliminated the need for the debt service reserve funding of approximately \$450 thousand.

***Capital Leases:***

Bi-State has one remaining capital lease, its 2001 LRV Lease (C1, C2 Tranches). In February 2011, staff negotiated a default cure agreement with the 2001 C1 C2 lease investor. The agreement provided that Bi-State deposit additional collateral with the lease trustee, of which the St. Clair County Transit District (SCCTD) provided 70%. We currently have approximately \$7.8 million in collateral.

**FUEL HEDGING**

In July, in conjunction with its diesel fuel hedging program, Bi-State had a *realized loss* of \$250 thousand on the sale of Home Heating Oil #2 futures contracts. Oil prices decreased from June by approximately 13.9%. Generally, as the price of oil increases, the value of Bi-State's future positions also increases. A gain in the futures partially offsets the actual increase in the cost of diesel fuel. If oil prices drop, the value of the futures decline. An increase in unrealized gains generally indicates that the price of fuel is rising, and losses generally indicate oil prices are falling.



# BI-STATE DEVELOPMENT - MONTHLY TREASURER'S REPORT

AS OF:

29-Jul-2016

30-Jun-2016

BI-STATE DIRECTED:	Dollars		Percentage		Market Value (2)
	Wt. Avg. Maturity (1)	Of Total	Rate	Of Total	
Cash	0	19.9%	0.00%	16.1%	\$22,849
Repurchase Agreements	3	14.7%	0.37%	16.0%	22,682
Certificates of Deposit	353	3.1%	0.53%	2.9%	4,150
U.S. Agencies (discounted)	35	4.5%	0.34%	4.2%	5,997
U.S. Agencies (coupon)	461	17.0%	0.87%	16.1%	22,872
U.S. Treasury Securities	157	16.6%	0.59%	15.7%	22,370
Other Investments (3)	3	24.2%	0.21%	28.8%	40,123
<b>SUB-TOTAL BI-STATE</b>	<b>118</b>	<b>100.0%</b>	<b>0.48%</b>	<b>100.0%</b>	<b>\$141,043</b>
<b>BI-STATE DIRECTED-PROP M:</b>					
Certificates of Deposit	325	3.3%	0.87%	2.8%	\$1,510
U.S. Agencies (discounted)	248	13.2%	0.59%	11.1%	6,000
U.S. Agencies (coupon)	619	53.5%	1.00%	45.1%	24,369
U.S. Treasury Securities	188	6.6%	0.50%	5.5%	2,993
Other Investments (3)	3	23.4%	0.30%	35.5%	19,165
<b>SUB-TOTAL PROP M</b>	<b>388</b>	<b>100.0%</b>	<b>0.74%</b>	<b>100.0%</b>	<b>\$54,037</b>
<b>TOTAL BI-STATE DIRECTED</b>	<b>186</b>	<b>100.0%</b>	<b>0.55%</b>	<b>100.0%</b>	<b>\$195,080</b>
<b>TRUSTEE DIRECTED:</b>					
Cash	0	0.0%	0.00%	0.0%	\$0
Municipal Bonds	1723	15.4%	2.31%	18.6%	9,447
U.S. Agencies (coupon)	1614	25.5%	2.25%	46.9%	24,126
Commercial Paper	0	0.0%	0.00%	0.0%	0
Other Investments (3)	3	59.1%	0.21%	34.5%	17,260
<b>SUB-TOTAL TRUSTEE</b>	<b>679</b>	<b>100.0%</b>	<b>1.05%</b>	<b>100.0%</b>	<b>\$50,833</b>
<b>TOTAL BI-STATE &amp; TRUSTEE</b>	<b>304</b>	<b>100.0%</b>	<b>0.67%</b>	<b>100.0%</b>	<b>\$245,913</b>
<b>LRV LEASE/LEASEBACK 2001:</b>					
Cash	0	0.0%	0.00%	0.0%	2
US Treasury Securities	160	7.4%	0.44%	7.4%	7,829
Other Investments (3)	0	0.0%	0.00%	0.0%	0
Other Investments (4)	98,162	92.6%	5.80%	92.6%	97,644
<b>SUB-TOTAL LRV 2001</b>	<b>\$105,978</b>	<b>100.0%</b>	<b>5.40%</b>	<b>100.0%</b>	<b>\$105,475</b>
<b>SUB-TOTAL LEASES</b>	<b>\$105,978</b>	<b>100.0%</b>	<b>5.40%</b>	<b>100.0%</b>	<b>\$105,475</b>
<b>Grand Total (5)</b>	<b>\$341,552</b>	<b>100.0%</b>	<b>0.67%</b>	<b>100.0%</b>	<b>\$351,388</b>

## Explanatory Notes:

- (1) Approximate weighted average of days to effective maturity, from last business day of the month.
- (2) Market value of government securities provided by safekeeping agent. Cost equals market for other investments.
- (3) Includes money market funds and fuel hedging accounts.
- (4) Investment Contracts (leases). Values of investment contracts adjusted to conform to lease payment schedules.
- (5) All amounts preliminary and subject to audit and adjustment.

Prepared by:

Terril Gudowitz Green, Mgr of Treas Ops

Date

Reviewed by:

Tammy Fulbright, Dir of Treasury Services

Date

Approved:

Kathy Kleivorn, CFO

Date

**BI-STATE DEVELOPMENT  
MONTHLY TREASURER'S REPORT- ALL COMPANIES  
BANK / ISSUER SUMMARY as of:**

**7/29/2016**

*Section 1 Bank/Issuer Summary*

<b>BI-STATE DIRECTED *</b> <i>all non debt/lease assets, inc. Prop M:</i>	<b>CASH</b>	<b>CERTIFICATES OF DEPOSIT</b>	<b>REPURCHASE AGREEMENTS</b>	<b>OTHER</b>	<b>GOVERNMENT SECURITIES</b>	<b>COMMERCIAL PAPER\ BA's</b>	<b>TOTAL</b>	<b>MARKET VALUE</b>	<b>NOTES</b>
BANK OF AMERICA MERRILL LYNCH	25,452,687	0	0	0	0	0	25,452,687	25,452,687	FDIC\tri-party collateral(deposits).
BLACK ROCK	0	0	0	27,299,174	0	0	27,299,174	27,299,174	Money Market Fund (Govt. Securities).
COMMERCE BANK	0	5,009,952	0	0	0	0	5,009,952	5,009,952	FDIC\FRB collateral.
FIDELITY	0	0	0	12,478,483	0	0	12,478,483	12,478,483	Money Market Fund (First Tier\Prime)
FIRST CLOVERLEAF	0	650,000	0	0	0	0	650,000	650,000	FDIC\tri-party collateral(deposits).
JEFFERSON BANK & TRUST	25,005	0	1,122,216	0	0	0	1,147,221	1,147,221	FDIC; repo collateral held at JBT.
JP MORGAN CHASE	83,095	0	0	0	0	0	83,095	83,095	FDIC (bank acct.)MMKT (First Tier\Prime)
OPTUM	15,429	0	0	0	0	0	15,429	15,429	FDIC\FRB collateral.
BENEFLEX	4,307	0	0	0	0	0	4,307	4,307	FDIC\FRB collateral.
HEALTHSCOPE	50,370	0	0	0	0	0	50,370	50,370	FDIC\FRB collateral.
PNC BANK	464,722	0	0	0	0	0	464,722	464,722	FDIC\FRB collateral.
RBC DAIN RAUSCHER	0	0	0	1,907,815	0	0	1,907,815	1,907,815	Commodities Margin Acct. (fuel hedging)
RJ O'BRIEN	0	0	0	945,188	0	0	945,188	945,188	Commodities Trading Acct. (fuel hedging)
REGIONS BANK	102,212	0	0	0	0	0	102,212	102,212	FDIC Insured.
UMB BANK	286	0	18,585,000	0	0	0	18,585,286	18,585,286	FDIC\FRB Collateral.
U.S. BANK	73,883	0	0	0	0	0	73,883	73,883	FDIC\FRB Collateral.
ILLINOIS FUNDS	0	0	0	434,887	0	0	434,887	434,887	Illinois State Treasurer Investment Pool.
FARM CREDIT BANK	0	0	0	0	41,455,350	0	41,455,350	41,538,933	Safekept at Bank of America (BOA).
FEDERAL HOME LOAN BANK	0	0	0	0	17,643,058	0	17,643,058	17,681,825	Safekept at Bank of America (BOA).
U.S. TREASURY	0	0	0	0	25,246,329	0	25,246,329	25,367,290	Safekept by BOA or designated agent.
OTHER	407,407	0	0	0	0	0	407,407	407,407	
<b>sub-total Bi-State directed</b>	<b>26,679,403</b>	<b>5,659,952</b>	<b>19,707,216</b>	<b>43,065,547</b>	<b>84,344,737</b>	<b>0</b>	<b>179,456,855</b>	<b>179,700,166</b>	
<b>TRUSTEE DIRECTED</b>									
<b><u>DEBT ISSUES</u></b>									
<b>Cross County Bonds</b>									
<b>Series 2009, 2013</b>									
<b><u>BANK OF NEW YORK -MELLON TRUST</u></b>									
BANK OF NEW YORK	0	0	0	0	0	0	0	0	FDIC Insured.
GOLDMAN	0	0	0	33,168,692	0	0	33,168,692	33,168,692	Money Market Fund (First Tier\Prime).
FEDERATED GOVT OBLIG	0	0	0	0	0	0	0	0	Safekept at Bank of New York
MORGAN STANLEY	0	0	0	0	0	0	0	0	Safekept at Bank of New York
GOVERNMENT AGENCIES	0	0	0	0	14,329,182	0	14,329,182	14,968,604	Safekept at Bank of New York
MUNICIPAL BONDS	0	0	0	0	8,619,851	0	8,619,851	8,833,931	Safekept at Bank of New York
<b>sub-total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>33,168,692</b>	<b>22,949,033</b>	<b>0</b>	<b>56,117,725</b>	<b>56,971,227</b>	
<b>SUB-TOTAL TRUSTEE (BONDS)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>33,168,692</b>	<b>22,949,033</b>	<b>0</b>	<b>56,117,725</b>	<b>56,971,227</b>	
<b>SUB-TOTAL BI-STATE AND TRUSTEE</b>	<b>26,679,403</b>	<b>5,659,952</b>	<b>19,707,216</b>	<b>76,234,239</b>	<b>107,293,770</b>	<b>0</b>	<b>235,574,580</b>	<b>236,671,393</b>	
<b>LRV Lease\Leaseback 2001 C1 C2</b>									
FSA\AIG	0	0	0	98,161,580	0	0	98,161,580	98,161,580	Guaranteed Investment Contract (GIC).
US TREASURY	1,633	0	0	0	7,814,167	0	7,815,800	7,832,583	Safekept by Lease Trustee.
<b>sub-total</b>	<b>1,633</b>	<b>0</b>	<b>0</b>	<b>98,161,580</b>	<b>7,814,167</b>	<b>0</b>	<b>105,977,380</b>	<b>105,994,163</b>	
<b>sub-total leases</b>	<b>1,633</b>	<b>0</b>	<b>0</b>	<b>98,161,580</b>	<b>7,814,167</b>	<b>0</b>	<b>105,977,380</b>	<b>105,994,163</b>	
<b>GRAND TOTAL</b>	<b>\$26,681,036</b>	<b>\$5,659,952</b>	<b>\$19,707,216</b>	<b>\$174,395,819</b>	<b>\$115,107,937</b>	<b>\$0</b>	<b>\$341,551,960</b>	<b>\$342,665,556</b>	

\* Please refer to Pages 5 and 10 for explanatory notes and credit ratings.

**+ ABBREVIATIONS (above):**  
FDIC- Federal Deposit Insurance Corp.  
FRB - Federal Reserve Bank

## **INVESTMENT CATEGORY DESCRIPTIONS**

**CASH:** Demand deposit accounts. Some accounts are consolidated by bank for presentation purposes. Negative balances generally reflect check float. Bi-State's bank accounts are protected either by Federal Deposit Insurance Corporation (FDIC), or collateralized with securities pledged to Bi-State and held either in a segregated customer account, tri-party account, or at the Federal Reserve.

**CERTIFICATES OF DEPOSIT:** Non-negotiable certificates of deposit, protected by FDIC insurance, AAA rated surety or Letter of Credit, or collateralized with securities placed in joint safekeeping with Bi-State at the Federal Reserve Bank.

**BANKER'S ACCEPTANCE (BAs):** Negotiable investment instruments created by banks to finance commercial trade transactions. Bi-State's investment policy permits purchase of BAs only from banks rated "B" or better by Fitch Ratings (formerly Thomson BankWatch-see ratings descriptions below).

**REPURCHASE AGREEMENTS (REPOs):** An investment created by the simultaneous sale and repurchase of a security (usually a government security) for different settlement dates. Bi-State's repos are collateralized with securities held in segregated customer accounts, or at the Federal Reserve.

**OTHER:** Interest checking, money market funds, guaranteed investment contracts (GICs) and investment agreements. Also includes fuel hedging related accounts. Bi-State's policy restricts use of money market funds to Triple A rated institutional funds which have over \$500 million in assets.

**GOVERNMENT SECURITIES:** Securities (bills, discount notes, strips, coupon notes and bonds), issued by the U.S. Treasury or U.S. Government Agencies. Some securities are subject to "call" (redemption before stated final maturity).

**COMMERCIAL PAPER:** Short-term unsecured promissory note that is the obligation of the issuing entity, generally a large corporation (see ratings descriptions below).

**NOTE:** Permitted Bi-State investments are specified in Board Policy 30.040. All investments are shown at cost, unless otherwise noted. Market values shown for government securities or commercial paper are considered "subject to market" and provided for informational use only. Cost or par approximates market for other investments, and some of these may be subject to penalty for early redemption.

## **CREDIT QUALITY RATING DEFINITIONS (also see Page 9)**

### **Standard & Poor's, Moody's Investor Services, Fitch:**

**AAA** Standard & Poor's, Moody's and Fitch rate credit quality on an A to C scale, with A generally regarded as "upper investment grade" and C as "speculative" (D would indicate default). Within each category are different gradients. The triple A rating indicates that the issuer's long term unsecured debt rating or specific investment instrument (such as money market funds) are of the highest credit quality (lowest expectation of risk.) The AAA rating is assigned only when there is exceptionally strong capacity for timely payment of financial commitments.

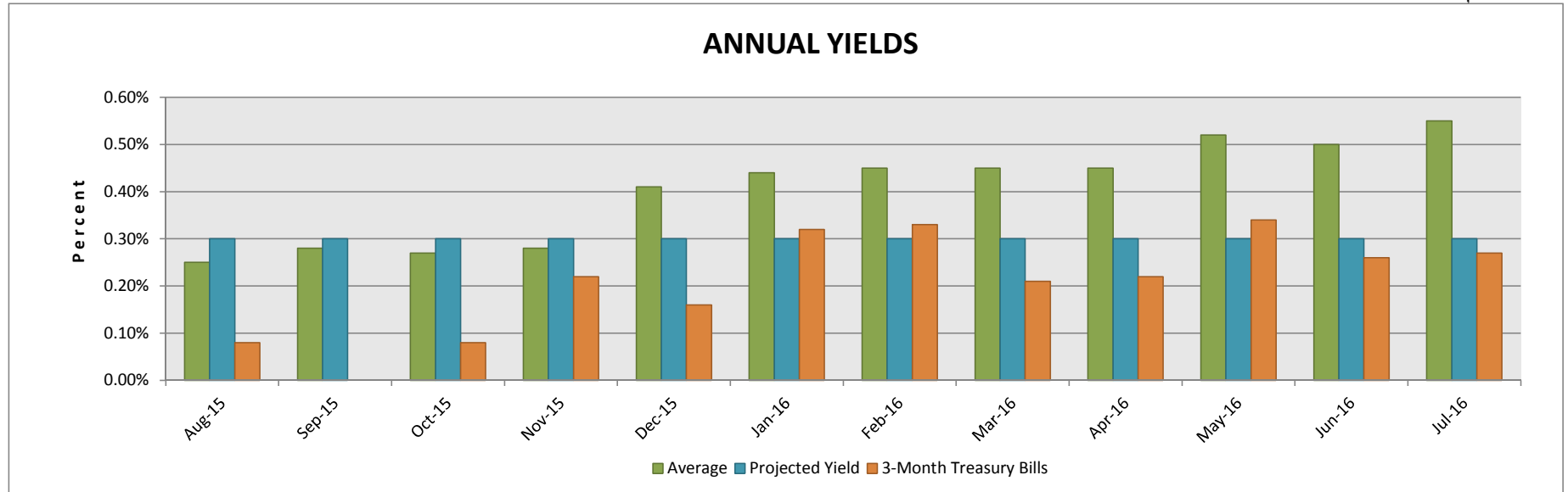
**A1-P1** Commercial Paper issues rated "A-1" by Standard and Poor's and "P-1" by Moody's have the greatest capacity for timely payment (least risk). Bi-State's investment policy permits purchase of A2-P2 commercial paper from issuers with a business presence in the St. Louis region.



**BI-STATE DEVELOPMENT  
ANNUAL INVESTMENT REPORT  
FOR MOST CURRENT 12 MONTHS**

<b>Funds (ooo's omitted)</b>	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16
Bi-State Investments	120,216	146,970	142,105	139,346	135,576	140,566	137,801	146,526	143,992	144,238	141,500	<b>134,032</b>
Bi-State Prop M Investments	56,396	56,843	56,570	56,301	54,763	52,845	52,234	53,057	53,263	53,310	53,951	<b>45,424</b>
Total	176,612	203,813	198,675	195,647	190,339	193,411	190,035	199,583	197,255	197,548	195,451	<b>179,456</b>
Projected Total	145,000	145,000	145,000	145,000	145,000	145,000	145,000	145,000	145,000	145,000	145,000	<b>145,000</b>
Trustee Investments	61,678	88,714	42,492	45,196	47,571	49,812	51,819	53,542	45,048	47,700	49,998	<b>56,118</b>

<b>Yields\Rates Information</b>	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16
Bi-State	0.22%	0.22%	0.21%	0.22%	0.37%	0.40%	0.42%	0.41%	0.41%	0.46%	0.45%	<b>0.48%</b>
Prop M	0.31%	0.45%	0.42%	0.42%	0.51%	0.54%	0.53%	0.56%	0.58%	0.70%	0.64%	<b>0.74%</b>
<b>Average</b>	<b>0.25%</b>	<b>0.28%</b>	<b>0.27%</b>	<b>0.28%</b>	<b>0.41%</b>	<b>0.44%</b>	<b>0.45%</b>	<b>0.45%</b>	<b>0.45%</b>	<b>0.52%</b>	<b>0.50%</b>	<b>0.55%</b>
<b>Projected Yield</b>	<b>0.30%</b>	<b>0.30%</b>	<b>0.30%</b>	<b>0.30%</b>	<b>0.30%</b>	<b>0.30%</b>	<b>0.30%</b>	<b>0.30%</b>	<b>0.30%</b>	<b>0.30%</b>	<b>0.30%</b>	<b>0.30%</b>
Trustee	1.15%	0.81%	1.25%	1.53%	1.43%	1.39%	1.35%	1.39%	1.54%	1.23%	1.21%	<b>1.05%</b>
<b>3-Month Treasury Bills</b>	<b>0.08%</b>	<b>0.00%</b>	<b>0.08%</b>	<b>0.22%</b>	<b>0.16%</b>	<b>0.32%</b>	<b>0.33%</b>	<b>0.21%</b>	<b>0.22%</b>	<b>0.34%</b>	<b>0.26%</b>	<b>0.27%</b>
1 Year Treasury	0.37%	0.31%	0.32%	0.48%	0.61%	0.44%	0.60%	0.58%	0.55%	0.66%	0.44%	<b>0.49%</b>
Fed Funds (target)	0.25%	0.25%	0.25%	0.25%	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%	<b>0.50%</b>
20-Year Municipals	3.79%	3.71%	3.66%	3.63%	3.57%	3.38%	3.34%	3.38%	3.32%	3.26%	2.85%	<b>2.85%</b>
SIFMA (BMA) Index (month end)	0.02%	0.02%	0.01%	0.01%	0.01%	0.01%	0.01%	0.40%	0.41%	0.39%	0.41%	<b>0.44%</b>



## Diesel Fuel Hedging Program - FY 2017

	<b>Diesel Fuel Budget \ Actual Comparison:</b>	<b>Jul-16</b>	<b>Year to Date</b>	<b>Life to Date</b>
a	Gallons consumed-actual	503,675	503,675	74,690,024
b=(c/a)	Average cost per gallon-actual	\$ 1.51	\$ 1.51	\$ 2.14
c	<b>Total Diesel Fuel Cost-Actual</b>	<b>\$ 758,786</b>	<b>\$ 758,786</b>	<b>\$ 159,976,393</b>
d	Gallons consumed- budget	475,591	475,591	78,103,452
e=(f/d)	Average cost per gallon- budget	\$ 1.95	\$ 1.95	\$ 2.38
f	<b>Total Diesel Fuel Cost- Budget</b>	<b>\$ 927,402</b>	<b>\$ 927,402</b>	<b>\$ 185,994,155</b>
g=(f-c)	<b>Budget Variance (Unfavorable)</b>	<b>\$ 168,616</b>	<b>\$ 168,616</b>	<b>\$ 26,017,762</b>
h	<b>Realized Futures Gains (Losses)</b>	<b>\$ (249,455)</b>	<b>\$ (249,455)</b>	<b>\$ (1,932,701)</b>
i=(c-h)	<b>Net Cost of Fuel</b>	<b>\$ 1,008,241</b>	<b>\$ 1,008,241</b>	<b>\$ 161,909,094</b>
j=(i-f)	<b>Net Budget Variance (Unfavorable)</b>	<b>\$ (80,839)</b>	<b>\$ (80,839)</b>	<b>\$ 24,085,061</b>
j=(i/f)	Net Cost of Fuel, Per Gallon, inc. Hedge	\$ 2.00	\$ 2.00	\$ 2.17
k=(e-i)	Net Budget Variance Per Gallon	\$ (0.05)	\$ (0.05)	\$ 0.21
<b>Futures Activity:</b>		<b>Price of Barrel of Oil:</b>		
	Futures Contracts Purchased	21	<b>Date</b>	<b>Price</b>
	Futures Contracts Sold	23	03/31/2016	\$ 38.34
	Futures Contracts Net Change at month end	(2)	04/30/2016	\$ 45.92
	Total Open Futures Contracts, at month end	232	05/31/2016	\$ 49.10
	Futures Contracts Unrealized Gain/(Loss) *	(\$1,274,587)	06/30/2016	\$ 48.33
	(% of Estimated Future Consumption)	77%	07/29/2016	\$ 41.60

\* = At month end

### **Explanatory Notes:**

Consumption budgeted at approximately 120,000 gallons per week.

Current diesel contracts: diesel =Platts +10.17 cents per gal.; B2 diesel= Platts + 10.93 cents per gal.

A futures contract equals 42,000 gallons.

Numbers above rounded.

Amounts do not include transaction or consulting costs.

Futures Contracts are purchased from Sep 2016 through Dec 2018 (28 months).

### **Background:**

Linwood Capital is a consultant retained by Bi-State since April 2004 to assist with its energy price risk management program.

Bi-State manages the cost of fuel by utilizing purchase of exchange traded futures, specifically NYMEX Heating Oil#2 (HO#2) futures.

Generally, as oil prices increase, the value of the futures goes up, and acts to partially offset the actual increase in the price of fuel.

**Bi-State Development  
Monthly Investment Report  
Report of Term Investment\* Purchases: July 2016**

Item	Investment:	Par Amount	Settled	Maturity Date	Term(days)	Yield	Purchased From	Fund
1	Collateralized CD	\$ 150,000	07/16/16	07/16/17	366	0.50%	First Cloverleaf	Self Insurance
2	Collateralized CD	\$ 500,000	07/16/16	07/16/17	366	0.50%	First Cloverleaf	Sales Tax
	<b>Total</b>	<b>\$ 650,000</b>						
					<b>366</b>	<b>0.50%</b>		

**Notes:**

\* Investments with an original term of over 14 days.

**Bi-State Development Agency dba Metro**  
**Credit Ratings of Financial Institutions (see also page 5)**

Depository Banks:	Long-Term Debt Rating			Short-Term Debt Rating			Fitch Bank Rating
	S&P	Moody's	Fitch	S&P	Moody's	Fitch	
Bank of America, N.A.	A	A1	AA-	A-1	P-1	F1	NA
Commerce Bank	A	A2			P-1		NA
PNC Bank	A	Aa2	AA-	A-1	P-1	F1+	NA
Regions Bank	BBB+	A3	BBB	A-2	P-2	F2	NA
U.S. Bank		Aa1	AA+		P-1	F1+	NA
UMB Bank	A-		A+	A-2		F1	NA
<b>Trust Companies:</b>							
Bank of New York Mellon Trust	AA-	Aa1	AA+	A-1+	P-1	F1+	NA
<b>Money Market Funds:</b>							
	S&P			Moody's			
Black Rock Fed Trust	AAAm			Aaa-mf			
Black Rock Temp	AAAm			Aaa-mf			
Black Rock T Fund	AAAm			Aaa-mf			
FFI Treasury Fund	AAAm			Aaa-mf			
Columbia (BOA/Merrill) Money Market Reserves	AAAm			Aaa-mf			
Columbia (BOA/Merrill) Government	AAAm			Aaa-mf			
Dreyfus Government Cash Management	AAAm			Aaa-mf			
Federated Prime	AAAm			Aaa-mf			
Federated Treasury	AAAm			Aaa-mf			
Federated Government	AAAm			Aaa-mf			
Fidelity Government	AAAm			Aaa-mf			
Fidelity Prime	AAAm			Aaa-mf			
Fidelity Treasury	AAAm			Aaa-mf			
Goldman Financial Government	AAAm			Aaa-mf			
JP Morgan Prime	AAAm			Aaa-mf			
Wells Fargo Treasury	AAAm			Aaa-mf			
Other:	Long-Term Debt Rating						
	S&P	Moody's	Fitch				
AIG (2001 LRV Lease)	A+	A2	A+	NA = Fitch overall bank ratings or LT debt ratings have been withdrawn			
U.S. Treasury	AA+	Aaa	AAA				
Federal Home Loan Bank (FHLB)	AA+	Aaa					
Federal Farm Credit Bank (FCB)	AA+	Aaa	AAA				

Bi-State Development				
Mass Transit Sales Tax Appropriation Cross-County Bonds & St Louis County Loan				
Series	2009	2013		Total Cross County
	Refunding	2013A Bonds	2013B Loan	
Issue date	9-Nov-09	1-Aug-13	1-Aug-13	
Principal (original)	\$97,220,000	\$381,225,000	\$75,000,000	
<b>Principal (currently outstanding)</b>	<b>\$97,220,000</b>	<b>\$306,990,000</b>	<b>\$135,000,000</b>	<b>\$539,210,000</b>
Lien on 1\4 cent Prop M, Prop M2, Prop A tax	Senior	Senior	Subordinate	
Stand alone credit rating (S&P\Moody's)	AA+\A2	AA+\Aa3	NA	
Maturity date(s)	2023 – 2039	2048	2053	
Optional Call Date	2019	Various	Anytime	
Optional Put Date	NA	NA	2018	
Interest rate mode	Fixed	Fixed	1% + SIFMA	
Rate	4.50%-5.00%	3.00%-5.00%	1.02%-1.06%	
Interest pmt. Dates (4/1/16 & 10/1/16)	April, October	April, October	April, October	
<b>Annual debt service:</b>				
<b>Interest</b>	<b>\$4,767,975</b>	<b>\$15,095,513</b>	<b>\$1,413,000</b>	<b>\$21,276,488</b>
<b>Principal - (1st pymt 10/1/14-\$7,015,000, 2nd pymt 10/1/15 \$7,220,000) (next payment 10/1/16 - \$7,880,000)</b>	<b>\$0</b>	<b>\$7,880,000</b>	<b>\$0</b>	<b>\$7,880,000</b>
<b>total princ.&amp;int.</b>	<b>\$4,767,975</b>	<b>\$22,975,513</b>	<b>\$1,413,000</b>	<b>\$29,156,488</b>
Debt Service Reserve Fund (DSRF)	\$9.1 million in DSRF with bond trustee, BONY-Mellon.	\$23.7 million in DSRF with bond trustee, BONY-Mellon.	NA	
Other	Refunded balance of 2002 A	Refunded Series 2002A,B,C, 2007, and Series 2010B	Refunded Series 2010A Bonds	

**Open Session Item**

**6**



**BI-STATE DEVELOPMENT  
OPERATIONS COMMITTEE MEETING  
OPEN SESSION MINUTES  
AUGUST 16, 2016**

**Committee Members in Attendance**

**Missouri**

Vernal Brown, (absent)  
Vacant

**Illinois**

Michael Buehlhorn, Chairman  
Irma Golliday (absent)  
Jeffrey Watson (absent)

**Other Commissioners in Attendance**

David Dietzel  
Tadas Kicielinski  
Aliah Holman, (via phone)  
Constance Gully (via phone @ 8:02 a.m.)

**Staff in Attendance**

John Nations, President & CEO  
Barbara Enneking, General Counsel and Deputy Secretary  
Shirley Bryant, Certified Paralegal  
Ray Friem, Executive Director Metro Transit  
Larry Jackson, Executive Vice President for Administration  
Barbara Georgeff, Director of Executive Services  
Kathy Klevorn, Sr. Vice President, Chief Financial Officer  
Mark Vago, Controller  
Jenny Nixon, Executive Director Tourism Innovation  
Patti Beck, Director, Communications  
Dianne Williams, Vice President, Communications and Marketing  
Scott Grott, Chief MetroLink Operations  
Richard Zott, Chief of Public Safety  
Ted Zimmerman, Director of Marketing  
Kathy Brittin, Director, Risk Management, Safety & Claims  
Fred Bakarich, Director, Engineering Systems  
Chance Baragary, Manager Gateway Arch Construction  
Kerry Kinkade, Vice President, Chief Information Officer  
Matthew Hibbard, Social Media Communications Manager  
Andrew Ghiassi, Manager, Safety & Loss Control  
Jerry Vallely, External Communications Manager  
Virginia Alt-Hildebrandt, Executive Assistant  
Charles Stewart, Vice President Pension & Insurance  
Jessica Mefford-Miller, Chief Transit Planning & System Development

**Others in Attendance**

None

**1. Call to Order**

**8:00 a.m.** Chairman Buehlhorn called the Open Session Operations Committee Meeting to order at 8:00 a.m.

**2. Roll Call**

**8:00 a.m.** Roll call was taken.

**3. Public Comment**

**8:00 a.m.** There was no public comment.

John Nations, President & CEO, informed the Board that the Transit Division was recognized by the Federal Government in a case study in the Federal Register on page 48,958. The case study stated in part "...within the trade literature one recent case study from the Bi-State Development Agency in St. Louis presents results from a transit asset management program that has altered bus maintenance and replacement practices..."; it then highlights the transit division's accomplishments such as extending the longevity, the mean distance between failures, the savings, and the long term strategy for the Asset Management Program.. It says, "...these actions all go beyond what is required by the Transit Asset Management Rule but provides a useful real world illustration to the point that the implementing action associated with an Asset Management Program is not an additional cost but instead opportunities for significant life cycle cost savings. Case studies of this type provide compelling evidence of the benefit of Transit Asset Management." Mr. Nations stated that Ray Friem and his team do a great job and it is really nice when they are recognized around the country and especially by one of our most important funding partners, the Federal Government, for the tremendous job they do. Mr. Nations congratulated Mr. Friem and his team for this well-deserved recognition.

**\*\*8:02 a.m. Commissioner Gully joined the meeting by phone.**

Ray Friem, Executive Director Metro Transit stated that the entire vehicle maintenance team is to be commended for building on what was started fifteen (15) years ago into something that is recognized by every level of government. People throughout the country are trying to study and adopt this program. In conclusion, he added that he is very excited and honored to be in charge of the Maintenance Department.

**4. Minutes of May 17, 2016 Operations Committee**

**8:04 a.m.** The May 17, 2016, Open Session Operations Committee Meeting minutes were provided in the Committee packet. A motion to approve the minutes was made by Commissioner Dietzel and seconded by Commissioner Kicielinski. **Motion passed unanimously.**

**5. Contract Award: Pavlov Advertising for Development and Implementation of Marketing Activities**

**8:05 a.m.** The briefing paper regarding the Contract Award for Pavlov Advertising for Development and Implementation of Marketing Activities was provided in the Committee packet. Dianne Williams, Vice President, Communications & Marketing, provided a brief overview. Bi-State Development (BSD) issued a solicitation on April 18, 2016 to retain a full-service

marketing and creative agency to assist in the development and implementation of marketing activities. Of the six (6) proposals received, Pavlov Advertising was selected. Pavlov provided the Agency with the best value, and the cost was fair and reasonable in comparison with the other proposals submitted. Management recommends that the Operations Committee forward this agenda item to the Board to authorize the President & CEO to enter into a three (3) year contract with Pavlov Advertising for \$400,000 per year, in the not to exceed amount of \$1,200,000; award monetary and administrative contract modifications as needed; and award two one-year options in an amount not to exceed \$400,000 per year if funding is available, the performance of the contract is satisfactory, the exercise of the option is in accordance with the terms and conditions of the option stated in the initial contract awarded, and the option price is determined to be better than prices available in the market or that the option is the more advantageous offer at the time the option is executed. A motion to approve the contract award to Pavlov Advertising for development and implementation of marketing activities as stipulated in the briefing paper was made by Commissioner Dietzel and seconded by Commissioner Kicielski. **Motion passed unanimously.**

**6. Design and Construction Agreement for Jefferson National Expansion Memorial Signage Design, Fabrication, and Installation**

**8:04 a.m.** The briefing paper regarding the Design and Construction Agreement for Jefferson National Expansion Memorial (JNEM) Signage, Design, Fabrication, and Installation was provided in the Committee packet. Chance Baragary, Manager Gateway Arch Construction, provided a brief overview. The National Park Service (NPS) created a sign program and had signage designed, but installation was halted when the City-Arch-River (CAR) project began. Now that the CAR project is nearing completion, the NPS wants to move forward with the previously designed signage plan. The expected total cost of this project is \$590,000 and the funds are available in the JNEM Beneficial Fund to offset these costs. Management recommended that the Committee approve and refer to the Board for approval the Design and Construction Agreement for the JNEM Signage Design, Fabrication, and Installation. A motion was made by Commissioner Gully and seconded by Commissioner Kicielski to approve this agenda item as presented in the briefing paper and forward to the Board for final approval. **Motion passed unanimously.**

**7. Design and Construction Agreement for Jefferson National Expansion Memorial Tucker Theater Repurposing**

**8:07 a.m.** The briefing paper regarding the Design and Construction Agreement for Jefferson National Expansion Memorial (JNEM) Tucker Theater Repurposing was provided in the Committee packet. Chance Baragary, Manager Gateway Arch Construction, provided a brief overview. Renovation of the Tucker Theater, located in the Gateway Arch Ticketing Lobby is not in the scope of the City-Arch-River (CAR) projects currently underway. The National Park Service (NPS) wants to use this space to create an additional attraction to provide an alternative for those who do not ride the tram and supplement the experience of those who do. The expected cost of this newly created experience is \$8,000,000 and the funds are available in the JNEM Beneficial Fund. This business initiative, made possible by this project, is expected to be self-sufficient, and should recoup the initial capital investment and generate a profit. Larry Jackson, Executive Vice President for Administration, clarified that the approval requested was regarding an intergovernmental agreement with the NPS for design and construction for the project. Management recommends Committee approval and referral to the Board to approve the Design and Construction Agreement for the JNEM Tucker Theater Repurposing. A motion was made by



Commissioner Kicielinski and seconded by Commissioner Dietzel to approve this agenda item as presented in the briefing paper. **Motion passed unanimously.**

**8. 4<sup>th</sup> Quarter Operations Report and Capital Projects Update**

**8:10 a.m.** The 4<sup>th</sup> Quarter Operations Report and Capital Projects Update was provided in the Committee packet. Ray Friem, Executive Director Metro Transit provided a brief overview of the Financials, Ridership Comparison, Year-To-Date Service Profiles and System Efficiencies, Security Activity, and Service Quality Indicators. Revenue for FY16 missed the budgeted goal by \$7.7 million, the FY16 actuals were approximately \$7 million short of the FY15 actuals. Expenses for FY16 were below budget by approximately \$21 million, as a result of lower than anticipated costs for labor, lower healthcare costs and diesel fuel. Ridership loss continued in the 4<sup>th</sup> quarter of FY16 with MetroLink down 3.5%, MetroBus down 8.4%, Call-A-Ride down 5.1% and the System down 6.6%. Year-to-Date MetroLink was down 5.4%, MetroBus down 7%, and Call-A-Ride down 1.6%. Ridership for the system was down 6.3% in FY16 compared to FY15. Ridership loss is not just a Bi-State Development problem, ridership is down nationally by approximately 5.5% to 6% for bus and 1.5% to 2% for rail. Larger systems like New York and Chicago, where transit is a way of life, show less ridership loss. The Service Plan for FY16 called for stable service levels, and these goals were met primarily due to a small increase in year-over-year service miles while achieving a slight reduction in service hours. The loss of ridership has had a significant impact on modal and system efficiency statistics. Passengers per revenue mile were down across the system, but more significantly for MetroBus and MetroLink. Passengers per revenue hour were also down, particularly on fixed route operations. Management will continue to monitor these performance indicators and may make recommendations for adjustments in the future. Valid security complaints continued to increase in FY16. A large portion of the complaints is due to an increase in actual complaints presented, and some of the increase was attributed to better data tracking and follow up of complaints. Summonses were down for the quarter due to a change in the Missouri State procedures which prohibit Metro's Public Safety Department and the contracted Securitas Officers from issuing a summons for a violation of MetroLink rules committed in Missouri. Metro's Security is now required to obtain a separate law enforcement identifier number, known as an ORI. In the past, Metro Security used the ORI number of the St. Louis County Police Department. All the Service Quality Indicators continue to be top of the industry in quality achievements. Metro's Transit Information and Customer Service Call Center experienced significantly less call volume in 2016 primarily due to real time system information applications. Call volume was also impacted by customer use of social media and email as a means of communicating with the Agency. Vehicle maintenance was completed at 100% for FY 2016. In conclusion, Mr. Friem discussed the key capital projects status for FY 2016. This report was informational only and no Committee action was required. A copy of the report will be kept at the office of the Deputy Secretary.

**9. Unscheduled Business**

**8:36 a.m.** There was no unscheduled business.

**10. Call of Dates for Future Committee Meetings**

**8:36 a.m.** The next Finance & Administration Committee meeting is scheduled for Friday, August 26, 2016, at 8:00 a.m.; the next Board meeting is scheduled for Friday, September 23, 2016, at 8:00 a.m.; the next Business Services & Economic Development Committee meeting is scheduled for Friday, October 14, 2016, at 8:00 a.m.; and the next Operations Committee meeting is scheduled for Tuesday, October 18, 2014, at 8:00 a.m.

11. **Executive Session - If such action is approved by a majority vote of the Bi-State Development's Board of Commissioners who constitute a quorum, the Board may go into closed session to discuss legal, confidential, or privileged matters under §610.021(1); RSMo; leasing, purchase or sale of real estate under §610.021(2); personnel actions under §610.021(3); discussions regarding negotiations with employee groups under §610.021(9); sealed bids, proposals and documents related to negotiated contracts under §610.021(12); personnel records or applications under §610.021(13); records which are otherwise protected from disclosure by law under §610.021(14); records relating to hotlines established for reporting abuse and wrongdoing under §610.021(16); or confidential or privileged communications with the District's auditor, including auditor work products under §610.021(17).**

**8:40 a.m.** Pursuant to the requirements of Section 610.021(1), 610.021(9), 610.021(12) and 610.021(14) of the Revised Statutes of Missouri, Chairman Buehlhorn requested a motion to allow the Committee to go into closed session. A motion to go into Executive Session was made by Commissioner Kicielinski and seconded by Commissioner Dietzel. A roll call vote was taken and the Commissioners present, Buehlhorn, Dietzel, Kicielinski, Holman and Gully voted to approve this agenda item. **Motion passed unanimously, and the Open Session meeting was adjourned.**

  
Deputy Secretary to the Board of Commissioners  
Bi-State Development





**BI-STATE DEVELOPMENT  
FINANCE & ADMINISTRATION COMMITTEE MEETING  
OPEN SESSION MINUTES  
AUGUST 26, 2016**

**Committee Members in Attendance**

**Missouri**

Vernal Brown  
Constance Gully, Chair of Meeting  
Aliah Holman (via phone)

**Illinois**

Tadas Kicielinski, Committee Chairman (absent)  
David Dietzel (absent)

**Other Commissioners in Attendance**

Michael Buehlhorn (via phone @ 8:03 a.m.)

**Staff in Attendance**

John Nations, President & CEO  
Barbara Enneking, General Counsel and Deputy Secretary  
Shirley Bryant, Certified Paralegal  
Jim Cali, Director of Internal Audit  
Larry Jackson, Executive Vice President for Administration  
Kathy Klevorn, Sr. Vice-President and Chief Financial Officer  
Barbara Georgeff, Director of Executive Services  
Brenda Krieger, Executive Assistant  
Lisa Burke, Temporary Executive Assistant  
Mark Vago, Controller  
Erick Dahl, Director, St. Louis Downtown Airport  
Patti Beck, Director, Communications  
Tammy Fulbright, Director, Treasury Services  
Charlie Pogorelac, Manager, Financial Planning & Budget  
Christine Olden, Supervisor Accounting  
Adam Schisler, Budget System Administrator  
Virginia Alt-Hildebrandt, Executive Assistant  
Dave Sanders, Strategic Business Development Manager  
Jenny Nixon, Executive Director Tourism Innovation  
Maryanne Coley, Manager Benefits  
Kathy Brittin, Director, Risk Management, Safety & Claims  
Kevin Kloeber, Manager, Insurance & Analysis  
David Toben, Director, Benefits  
Elizabeth Farr, Associate Project Manager – Economic Development  
John Langa, Vice President, Economic Development  
Michael Gibbs, Accountant-Business Enterprises  
Charles Priscu, Director, Labor Relations  
Scott Patsaros, Manager, Absence Management

**Others in Attendance**

None

1. **Call to Order**  
**8:02 a.m.** Chair Gully called the Open Session Finance and Administration Committee Meeting to order at 8:02 a.m.
2. **Roll Call**  
**8:03 a.m.** Roll call was taken.
3. **Public Comment**  
**8:03 a.m.** There was no public comment.
4. **Minutes from March 18, 2016 Finance and Administration Committee Meeting - Open Session**  
**8:03 a.m.** The March 18, 2016, Open Session Finance and Administration Committee Meeting minutes were provided in the Committee packet. A motion to approve the minutes was made by Commissioner Brown and seconded by Commissioner Holman. **Motion passed unanimously.**
5. **Expanded Scope of Marketing Agency Services Contract with Maring Weissman (dba Dovetail)**  
**8:04 a.m.** The briefing paper regarding the Expanded Scope of Marketing Agency Services Contract with Maring Weissman d/b/a Dovetail was provided in the Committee packet. Jenny Nixon, Executive Director Tourism Innovation, introduced Dave Sanders, Strategic Business Development Manager to provide a brief overview. During the last four years the City Arch River Project (CAR) and other improvements at the Jefferson National Expansion Memorial (JNEM) have progressed and the extent of the new visitor experience at the Gateway Arch Riverfront has become clearer. Some major changes include a new ticketing center, new museum with multimedia exhibits new interactive tram load zone exhibits, and new changes to the riverfront. Because of these new changes, the Gateway Arch Riverfront brand needs to be redefined and updated to reflect the new visitor experience. A motion for the Finance & Administration Committee to approve and refer to the Board to approve the request to expand the scope and overall contract amount of the marketing Agency Services Contract (13-RFP-5975-SS) with Maring Weissman (d/b/a Dovetail) for the purpose of rebranding the Gateway Arch Riverfront brand to reflect the new visitor experience as a result of the CAR Project and other changes at the JNEM for a total cost of \$724,000 was made by Commissioner Brown and seconded by Commissioner Holman. **Motion passed unanimously.**
6. **Sole Source Contracts for Hardware and Software Maintenance**  
**8:07 a.m.** The briefing paper regarding the Sole Source Contracts for Hardware and Software Maintenance was provided in the Committee packet. Larry Jackson, Executive Vice President Administration, provided a brief overview. Pursuant to the Commissioners' request at the 2013 Operations Committee meeting it was suggested that the Agency consider revising the individual contract submission for approval in favor of an annual approval of the required contracts. As such, the Bi-State Development FY17 Operating Budget allocates approximately \$2.4 million for costs associated with hardware and software maintenance contracts. Most of the contracts are less than \$100,000 and do not require Board approval; however, there are three providers whose annual costs are anticipated to exceed \$100,000 and, therefore, will require Board approval. Those providers are Kronos, Oracle, and Trapeze. A motion for the Finance and Administration Committee to approve and forward to the Board for approval the request to authorize the President & CEO to enter into "sole source" contracts for the support of Bi-State Development's hardware and software systems as required and within the amounts provided for in the FY 2017 Operating Budget as

approved by the Board on April 22, 2016, was made by Commissioner Brown and seconded by Commissioner Buehlhorn. **Motion passed unanimously.**

**7. Revision of Board Policies – Section 10.060 Board and Committee Meetings, Section 10.070 Public Meetings, Section 10.080 Public Records**

**8:09 a.m.** The briefing paper and attachments regarding the revision of Board Policies, *Section 10.060 Board and Committee Meetings, Section 10.070 Public Meetings, Section 10.080 Public Records* was provided in the Committee packet. Barbara Enneking, General Counsel provided a brief overview. These policies need to be updated to conform with current Bi-State Development (BSD) practices and more particularly to reflect the following changes: Board Policy, *Section 10.060 Board and Committee Meetings, Section 10.070 Public Meetings*, needs to reflect the changes to the BSD meeting notices and posting procedures due to the new Headquarters location. Board Policy, *Section 10.080 Public Records* needs to be revised to fully implement the decision in *KMOV TV, Inc. v. Bi-State Development Agency of the Missouri-Illinois Metropolitan District, d/b/a Metro* (2008), which held that the Agency is not subject to the Missouri Sunshine Law or the Illinois Freedom of Information Act. The Agency has acknowledged its desire to continue to be transparent, however, these policies, as they are currently written, allow for ambiguity or a conflict as to which jurisdiction's laws should apply. In addition, the Agency enters into closed session meetings, pursuant to Missouri Sunshine Law statutory exemptions, to discuss confidential matters. These Missouri exemptions are not always identical to the Illinois Freedom of Information Act exemptions and this could also cause ambiguity or conflicts regarding the appropriate law to use. The revision to the Board Policies, *Section 10.080 Public Records* will be policies unique to the Agency. The revised Public Records policy also indicates that the Agency reserves the right to close any records at its discretion, if it is deemed to be in the best interest of the Agency. Because of these revisions a new internal appeal provision has been added to allow for a review of a denied record request. Additionally, a twenty-five dollar (\$25) record request fee has been added to help defray the expenses of the considerable staff time that is devoted to Agency records requests. This fee can be waived or reduced in circumstances where the records would contribute to the understanding of the Agency's operations or activities. A motion for the Finance and Administration Committee to approve and refer to the Board for approval the revised Board Policies, *Section 10.060 Board and Committee Meetings, Section 10.070 Public Meetings, and Section 10.080 Public Records*; and that the Chairman of the Board designate that the proposed revisions not be tabled pursuant to *Article VI(D)* of the Board Policies; and that the Board Policies be approved at the September 23, 2016 Board meeting was made by Commissioner Brown and seconded by Commissioner Holman. **Motion passed unanimously.**

**8. Sole Source Contract Award: Mike's Towing & Automotive for Towing and Wrecker Services**

**8:15 a.m.** The briefing paper regarding the Sole Source Contract Award for Mike's Towing & Automotive for Towing and Wrecker Services was provided in the Committee packet. Larry Jackson, Executive Vice President Administration, provided a brief overview. Bi-State Development (BSD) solicited bids for qualified contracts to provide on-call towing and wrecker services for BSD's fleet of buses, trucks, automobiles, and vans. There were nine (9) local towing companies invited to participate and only one (1) bid was received from Mike's Towing & Automotive (Mike's Towing). Mike's Towing is the current contractor for this service and the previous contract towing costs averaged approximately \$76,940 per year. BSD has been satisfied with the service provided by this company. A motion for the Finance and Administration Committee to approve and refer to the Board to approve the sole source contract for Mike's Towing & Automotive for a three year base contract with two one-year pre-priced exercisable options for



towing and wrecker services, per the rates established in the contract was made by Commissioner Brown and seconded by Commissioner Holman. **Motion passed unanimously.**

**9. 4<sup>th</sup> Quarter Financial Statements**

**8:22 a.m.** The 4<sup>th</sup> Quarter Financial Statements Report was provided in the Committee packet. Mark Vago, Controller, provided a brief overview. The 4<sup>th</sup> Quarter Financial Statements for June 30, 2016, show results, including analysis and financial position, for each operating unit. These results are unaudited and subject to change. BSD's enterprise funds and internal service funds indicate that the government wide entity has net assets of \$1.45 billion and income before depreciation of \$9 million for FY 2016 ending June 30, 2016. Mr. Vago also discussed the total revenue, expenses and net income before depreciation for the Executive Services, Gateway Arch Trams, Riverfront Attractions, and the St. Louis Downtown Airport. Some discussion followed regarding the capital budget and the replenishment plan compared to the depreciation loss; and the Government Wide Statement of Activities. This report was informational only and no Committee action was required. A copy of this report will be kept at the office of the Deputy Secretary.

**10. 4<sup>th</sup> Quarter Performance Indicators**

**8:34 a.m.** The 4<sup>th</sup> Quarter Performance Indicators Report was provided in the Committee packet. Mark Vago, Controller, provided a brief overview. Metro Transit's performance indicators show the two year trend for ridership for MetroBus is down about 8%, the two year trend for MetroLink is down 9.5%, and Call-A-Ride has remained stable. Fare Box Recovery has been above 20%, and this year it is down to 18.3%. The fuel sales and aircraft movement and the aircraft that are based at the airport are also up slightly and the revenue is up slightly as well. The Arch Tram ridership is down but revenue remained constant because of the pricing strategy that was initiated. The Research Institute, Arts-In-Transit, and the Freight District, at this point, do not have performance indicators. This report was informational only and no Committee action was required. A copy of this report will be kept at the office of the Deputy Secretary.

**11. 4<sup>th</sup> Quarter Procurement Report**

**8:35 a.m.** The 4<sup>th</sup> Quarter Procurement Report was provided in the Committee packet. Larry Jackson, Executive Vice President Administration, provided a brief overview. The year-end procurement activity report for FY 2016 includes information on the sole source contracts and all the contract awards for applications for the year. This report indicates that total sole source contracts at year-end was 8.6% or \$9.9 million of the \$115 million in expenditures. All sole source contracts that exceed \$100,000 are presented to the Board for approval; and although there may be a perceived high volume of sole source contracts, the amount of sole source compared to all contracts awarded is low. Mr. Jackson informed the Committee that the Procurement Department was recently awarded the Procurement Award of Excellence for the fourth year in a row. BSD is one of only two entities in the State of Missouri that has achieved this level of recognition. This report was informational only and no Committee action was required. A copy of this report will be kept at the office of the Deputy Secretary.

**12. June Treasury Report**

**8:40 a.m.** The June 30, 2016, Treasury Report was provided in the Committee packet. Tammy Fulbright, Director, Treasury Services, provided a brief overview. Bi-State Directed Funds at June 30, 2016 were approximately \$196 million. This consisted of cash, cash equivalents such as repurchase agreements, money markets, and investments of collateralized CDs, US Treasury Bills, Notes, Agency Bonds, and Agency Discount Notes. The average return on Bi-State Directed Funds averaged 15 basis points for 2014; 28 basis points in 2015; and 50 basis points in 2016. The Trustee Directed Funds are at \$50 million with an average rate of return of 1 ¼ percent. Because of poor

job reporting and actual inflation numbers, the Fed met in June and decided not to raise rates. They met again in July and the job reporting number had improved but the inflation rates were still questionable and under 2%, so they again decided to wait on raising rates. It is unlikely that they will raise rates during election time; the speculation is that they will increase in September or most likely in December. Today's markets are showing one year short term investments are trading at 56 basis points, a little higher than what they were in June. Long term rates for 2-year and 3-year agencies are up, 2-year bonds are at 1%, and 3-year bonds are at 1.10%. This report was informational only and no Committee action was required. A copy of the report will be kept at the office of the Deputy Secretary.

**13. Update on Risk Management Insurance Program**

**8:48 a.m.** The briefing paper regarding the Update on Risk Management Insurance Program was provided in the Committee packet. Charles Stewart, Vice President Pension and Insurance, and Kathy Brittin, Director, Risk Management Safety & Claims, provided a brief overview. Risk Management is responsible for the design, implementation and monitoring of the self-insurance and insurance program. BSD has an insurance consultant contract with Arthur Gallagher Risk Management Services, Inc. to provide insurance marketing services, loss control consulting and risk financing recommendations. BSD reviews and renews coverage on July 1 of each fiscal year. Depending on market conditions and changes in operating exposures, BSD, along with the consultant, selectively markets some lines and renew others. The FY 2017 improvements were as follows: 1) Aviation liability was placed with a new insurance carrier, Starr Indemnity, that resulted in a 49% saving over the expiring contract. 2) Workers' Compensation coverage for the St. Louis Downtown Airport was marketed because the insurance carrier from last year no longer wrote airport workers' compensation coverage. The new workers' compensation insurance carrier is Starr Indemnity, and the premium increased because of payroll increases. 3) The Riverboats Marine Insurance coverage was renewed with a 7% decrease. The decrease was due in part because of the reduction in the value of the patio barge after a marine appraisal; and market competition. The Hartford package and umbrella policies decreased due to the deletion of the old headquarters building and a rate reduction. 4) Cyber liability insurance coverage was secured for FY 2017. This coverage is with Indian Harbor Insurance Company, an XL Catlin company. The liability limit is \$10,000,000 and the retention is \$100,000. Overall the insurance premiums are just under \$3 million for FY 2016, insurance premiums for FY 2017 are \$2.87 million. The savings over last year, with the same coverages in place, are just under \$100,000, which allowed Risk Management to purchase the cyber coverage and have a savings in the amount of \$12,000. This report was informational only and no Committee action was required. A copy of the report will be kept at the office of the Deputy Secretary.

**14. Pension Plan, 401K Retirement Savings Program and OPEB Trust Investment Performance Update as of June 30, 2016**

**8:55 a.m.** The briefing paper and attachments regarding the Pension Plan, 401K Retirement Savings Program and OPEB Trust Investment Performance Update as of June 30, 2016 were provided in the Committee packet. Charles Stewart, Vice President Pension and Insurance, provided a brief overview. Asset allocation studies for the pension plans and the OPEB Trust were prepared by Ellwood. The annual valuation reports prepared by Milliman, Inc. were also reviewed by Ellwood. These reports provide details on the funding status, expected obligations and changes to actuarial assumptions. Ellwood concluded that the portfolios would likely achieve lower capital market returns over the next several years due to: 1) U.S. economic growth continuing a moderate recovery; 2) Widespread concern about global economic growth; 3) Lower and/or negative interest rates; and 4) Concerns regarding corporate earnings growth, with a potential to negatively impact stock prices. Ellwood changed expectations for returns to 6.7% for the OPEB Trust, 6.3% for the

Salaried Pension Plan, 6.3% for the IBEW Pension Plan and 6.7% for the 788 Pension Plan. There were no recommendations to alter asset allocations as a result of this analysis. As of June 30, the Salaried Pension Plan assets were \$54.1 million, and all the portfolio's investments are performing in line with expectations. The total 401(k) Plan assets are \$41.4 million. The Committee approved two changes to the 401(k) program, which were the elimination of the Goldman Sachs Money Market Fund, as well as the addition of the MetWest Total Return Fund. This transition was finalized in July 2016. The IBEW Pension Trust, Local 2 and Local 309 total assets are \$4.0 million. The IBEW Pension Trust asset allocation continues to be split between 65% equities and 35% fixed income. Ellwood recommended, and the Committee approved reinvesting \$50,000 of the Pension's cash balance with Harbor International. All of the Portfolio's investment managers are performing in line with expectations. The 788 Pension Plan total assets are \$116.2 million. Fund flows to date have been modestly negative with contributions of \$6.5 million and benefit payments and/or withdrawals of \$8 million. Longer term performance remains favorable and no action to rebalance the Portfolio is recommended at this time. BlueCrest Capital Management announced in November 2015 that they were closing their investment business to outside investors and returned client capital. The Plan has received back most of their investment and a 10% reserve will be withheld until July 2016, when the Fund completes its final audit. Due to the fund closing, the Committee approved redeploying the proceeds from BlueCrest to the existing hedge fund managers at \$2 million each. All other investment managers are performing in line with Ellwood's expectations. The OPEB Trust total assets were \$21.5 million and all of the Portfolio's investment managers were performing in line with expectations. This report was informational only and no Committee action was required. A copy of the report will be kept at the office of the Deputy Secretary.

**15. Unscheduled Business**


**9:13 a.m.** Mary Lamie, Executive Director, St. Louis Regional Freightway, presented a briefing paper entitled St. Louis Regional Freightway 2016 Freight Development Project List, a copy of which was distributed to the Committee. The St. Louis Regional Freightway's mission is to develop and grow the manufacturing and logistic industries through partnerships with public and private sector leaders. The Needs Analysis and Freight Development Committee (NAFD) Committee prepared a priority list of multimodal transportation projects that align economic development with the region's supply chain. The projects were developed through a request for projects throughout the St. Louis region from state and local agencies and the NAFD Committee members. At the inaugural NAFD Committee meeting held on February 23, 2016, projects were vetted with public and private stakeholders from across the region. The project list was coordinated with both the Missouri and Illinois Department of Transportation, as well as the East-West Gateway Council of Governments. NAFD met on April 5, 2016 to finalize the list and release it to the public during the April 2016 Freight Summit. The list was also approved by the Freightway Council during the August 17, 2016 Council meeting. A motion for the Committee to refer this agenda item to the Board for approval of the St. Louis Regional Freightway 2016 Freight Development Project List was made by Commissioner Holman and seconded by Commissioner Brown. **Motion passed unanimously.**

**16. Call of Dates for Future Committee Meetings**

**9:20 a.m.** The next Board meeting is scheduled for Friday, September 23, 2016 at 8:00 a.m.; the next Business Services and Economic Development Committee meeting is scheduled for Friday, October 14, 2016 at 8:00 a.m.; the next Operations Committee meeting is scheduled for Tuesday, October 18, 2016 at 8:00 a.m.; and the next Audit Committee meeting is scheduled for Friday, October 21, 2016 at 8:00 a.m.

21. **Executive Session - If such action is approved by a majority vote of the Bi-State Development's Board of Commissioners who constitute a quorum, the Board may go into closed session to discuss legal, confidential, or privileged matters under §610.021(1); RSMo; leasing, purchase or sale of real estate under §610.021(2); personnel actions under §610.021(3); discussions regarding negotiations with employee groups under §610.021(9); sealed bids, proposals and documents related to negotiated contracts under §610.021(12); personnel records or applications under §610.021(13); records which are otherwise protected from disclosure by law under §610.021(14); records relating to hotlines established for reporting abuse and wrongdoing under §610.021(16); or confidential or privileged communications with the District's auditor, including auditor work products under §610.021(17).**

**8:20 a.m.** Pursuant to the requirements of Section 610.021(1) of the Revised Statutes of Missouri, Chair Gully requested a motion to allow the Committee to go into closed session. A motion to go into Executive Session was made by Commissioner Brown and seconded by Commissioner Holman. A roll call vote was taken and the Commissioners present, Brown, Gully, Holman and Buehlhorn voted to approve this agenda item. **Motion passed unanimously, and the Open Session meeting was adjourned.**



Deputy Secretary to the Board of Commissioners  
Bi-State Development





**Bi-State Development  
Board of Commissioners  
Agenda Item  
September 23, 2016**

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**From:** John M. Nations, President and CEO  
**Subject:** **Contract Award: Pavlov Advertising for Development and Implementation of Marketing Activities**  
**Disposition:** Approval  
**Presentation:** Dianne Williams, Vice President Marketing & Communications; Larry B. Jackson, Executive Vice President of Administration

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**Objective:**

To present to the Board of Commissioners for approval, a request to award a contract to Pavlov Advertising to provide for a full-service marketing and creative agency that will assist in the development and implementation of marketing activities aimed at increasing ridership and revenue generation for the Metro Transit brand.

**Committee Dispositions:**

This item was presented and discussed at the Operations Committee on August 16, 2016. The Committee voted to recommend that the Board of Commissioners approve the authorization to award a contract to Pavlov Advertising for development and implementation of marketing activities.

**Board Policy:**

*Board Policy Chapter 50.010, Section E.1.a.,* requires the Board of Commissioners to approve all Competitive Negotiation Procurements which exceed \$500,000.

**Funding Source:**

Funding is provided through the Bi-State Development Operating Budget.

**Background:**

On April 18, 2016, Bi-State Development issued Solicitation 16-RFP-102975-CG to retain a full-service marketing and creative agency to assist in the development and implementation of marketing activities specifically for Metro Transit. The products and services included in the scope of work were Metro Bus, MetroLink and Metro Call-A-Ride and any ancillary transit services developed under the Metro brand.

Proposals were due May 17, 2016; a total of six (6) proposals were received. A Disadvantaged Business Enterprise (**DBE**) Goal was not recommended for this project. The contract period of performance includes three (3) base years and (2) two option years.

**Analysis:**

Proposals were received from six firms and forwarded to a technical evaluation team for evaluation and scoring. The team was comprised of six (6) staff members representing the areas of Marketing, Graphics, Social Media, and Metro Transit. The offerors' technical proposals were initially evaluated based on their responses to the evaluation criteria presented in the solicitation. The maximum points that could be achieved for the technical qualifications were 325. The proposal received 65% of the total score and costs received 35%. The technical evaluation criteria is shown below, in the order of importance:

1. Experience and capabilities of the proposer
2. Ability to deliver quality work at a low cost with short lead times and on-time
3. Experience and skill set of specific individuals to work on the Metro account

Cost was evaluated using a pre-established formula whereby the firm with the lowest cost received a maximum score of 150 points. The second lowest cost firm received points based on a formula which assigns points in such a manner that is inversely proportional to increasing costs. A consensus meeting was held by the evaluation team. Listed below are the results of the consensus and cost scoring:

<b>Firm:</b>	<b>Cost (Amounts used for evaluation purposes only)</b>	<b>Cost Score</b>	<b>Technical Score</b>	<b>Total</b>
Pavlov	\$1,000,000.00	150.00	236.67	386.67
Dovetail	\$1,270,000.00	118.11	246.67	364.78
Werremeyer	\$1,000,000.00	150.00	253.33	403.33
Falk Harrison	\$1,320,000.00	113.64	190.00	303.64
Elasticity	\$1,280,000.00	117.19	178.33	295.52
Yellow Brick	\$1,250,000.00	120.00	155.83	275.83
<b>Total Possible Points</b>		<b>150.00</b>	<b>350.00</b>	<b>500.00</b>
<b>Percentage of Total Points</b>				
	<b>30%</b>			<b>70%</b>
				<b>100%</b>

The evaluation team determined a competitive range and offerors within that range were invited to give formal oral presentations relating to their technical proposal. Following the presentations, offerors' oral presentations were scored; with cost scores remaining unchanged.

<b>Firm:</b>	<b>Cost (Amounts used for evaluation purposes only)</b>	<b>Cost Score</b>	<b>Technical Score</b>	<b>Total</b>
Pavlov	\$1,000,000.00	150.00	267.50	417.50
Dovetail	\$1,270,000.00	118.11	275.00	393.11
Werremeyer	\$1,000,000.00	150.00	214.17	364.17
<b>Total Possible Points</b>		<b>150.00</b>	<b>350.00</b>	<b>500.00</b>
<b>Percentage of Total Points</b>				
	<b>30%</b>			<b>70%</b>
				<b>100%</b>

The evaluation team determined that the proposal from Pavlov provided the Agency with the best value based on being the most advantageous offer, technical and cost factors considered, the quality of the services to be performed, their conformity with the scope of services and their suitability to the requirements of the Agency's entities involved.

Pavlov's cost is fair and reasonable in comparison with others that submitted proposals.

Pavlov Advertising is a Texas-based national agency with a strong 15 year history of performance in a wide range of industries. Pavlov Advertising has extensive transit experience which includes work with:

- Fort Worth Transportation Authority (**The T**);
- Dallas Area Rapid Transit (**DART**);
- Sun Metro Mass Transit System of El Paso, Texas;
- Denton County Transportation Authority (**DCTA**) of Denton, Texas;
- Hillsboro Area Rapid Transit (**HART**) of Tampa, Florida;
- VIA Metropolitan Transit of San Antonio, Texas;
- Metro Greater Portland Transit of Portland, Maine.

In addition, even though a DBE goal was not included, Pavlov has included a St. Louis based DBE Subcontractor (Conversion Global Marketing) to assist with local public outreach on an as needed basis.

**Board Action Requested:**

Approval, by the Board of Commissioners, to authorize the President & CEO to enter into a three (3) year contract with Pavlov Advertising for \$400,000 per year, in the not to exceed amount of \$1,200,000; award monetary and administrative contract modifications as needed; and award two one year options in an amount not to exceed \$400,000 per year, if the following criteria are met:

- Funding is available;
- The performance of the contract is satisfactory;
- The exercise of the option is in accordance with the terms and conditions of the option stated in the initial contract awarded; and
- The option price is determined to be better than prices available in the market or that the option is the more advantageous offer at the time the option is exercised.



**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF THE BI-STATE DEVELOPMENT AGENCY  
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT  
AWARDING A CONTRACT TO PAVLOV ADVERTISING FOR  
DEVELOPMENT AND IMPLEMENTATION OF MARKETING ACTIVITIES**

**PREAMBLES:**

*Whereas*, The Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the "Agency"/ "BSD") is a body corporate and politic, created by an interstate compact between the States of Missouri and Illinois, acting by and through its Board of Commissioners (the "Board of Commissioners"); and

*Whereas*, the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the "Compact") to plan, construct, maintain, own and operate passenger transportation facilities, and to perform all other necessary and incidental functions, and to disburse funds for its lawful activities, to adopt rules and regulations for the proper operation of its passenger transportation facilities and conveyances, to contract and to be contracted with; and

*Whereas*, Board Policy Chapter 50, §50.010(A)(2) and §50.010 (E)(1)(a), requires Board approval of all negotiated procurements exceeding \$500,000; and

*Whereas*, funding for this contract is provided by the Agency Operating Budget; and

*Whereas*, Request for Proposal 16-RFP-102975-CG was issued on April 18, 2016 seeking proposals from qualified firms that could provide full-service marketing and creative agency assistance in the development and implementation of marketing activities for the Agency, specifically for Metro Transit; and

*Whereas*, six proposals were received and the Pavlov Advertising proposal was determined to be the most advantageous offer, technical and cost factors considered, the quality of services to be performed, their conformity with the scope of services, and their suitability to the requirements of the Agency entities involved; and

*Whereas*, it is feasible, necessary and in the public interest for the Agency to approve the award to Pavlov Advertising for a three (3) year contract period in the not to exceed amount of \$1,200,000, award monetary and administrative contract modifications as needed, and award two one year options years in an amount not to exceed \$400,000 if the following criteria are met: 1) funding is available, 2) the contract performance is satisfactory, 3) the exercise of the option is in accordance with the terms and conditions of the option stated in the initial contract awarded, and 4) the option price is determined to be better than the prices available in the market, or that the option is the more advantageous offer at the time the option is exercised, in accordance with the terms and conditions described herein.

**NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:**

Section 1.        Findings. The Board of Commissioners hereby finds and determines those matters set forth in the preambles hereof as fully and completely as if set out in full in this Section 1.

Section 2.        Approval of the Contract Award. The Board of Commissioners hereby approves the negotiated procurement contract award to Pavlov Advertising for a three (3) year contract period in the not to exceed amount of \$1,200,000, award monetary and administrative contract modifications as needed and award two (2) option years in an amount not to exceed \$400,000 if the following criteria are met: 1) funding is available, 2) the

contract performance is satisfactory, 3) the exercise of the option is in accordance with the terms and conditions of the option stated in the initial contract awarded, and 4) the option price is determined to be better than the prices available in the market, or that the option is the more advantageous offer at the time the option is exercised, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

Section 3. Actions of Officers Authorized. The officers of the Agency, including, without limitation, the President and CEO, and Vice President of Procurement are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and the Contract and the execution of such documents or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 4. Severability. It is hereby declared to be the intention of the Board of Commissioners that each and every part, section and subsection of this Resolution shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Commissioners intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Resolution shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the intent of this Resolution.

Section 5. Rights Under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency and Pavlov Advertising.

Section 6. Governing Law. The laws of the State of Missouri shall govern this Resolution.

Section 7. No Personal Liability. No member of the Board of Commissioners, officer, employee or agent of the Agency shall have any personal liability for acts taken in accordance with this Resolution.

Section 8. Payment of Expenses. The Senior Vice President and CFO is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to this Resolution and Contract.

Section 9. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 23rd day of September, 2016.

**THE BI-STATE DEVELOPMENT AGENCY OF THE  
MISSOURI-ILLINOIS METROPOLITAN DISTRICT**

By \_\_\_\_\_

Title \_\_\_\_\_

[SEAL]

ATTEST:

By \_\_\_\_\_  
Deputy Secretary to the Board of Commissioners

**Open Session Item**

**9(b)**

**Bi-State Development  
Board of Commissioners  
Agenda Item  
September 23, 2016**

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**From:** John M. Nations, President & CEO  
**Subject:** **Contract Modification to Expand Scope of Marketing Agency Services  
Contract With Maring Weissman (d/b/a Dovetail)**  
**Disposition:** Approval  
**Presentation:** Jennifer S. Nixon, Executive Director – Tourism Innovation

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**Objective:**

To present to the Board of Commissioners for approval a request for a contract modification to expand the scope of services and overall contract amount of the Marketing Agency Services Contract (13-RFP-5975-SS) with Maring Weissman (**d/b/a Dovetail**) for the purpose of rebranding the Gateway Arch Riverfront to reflect the new visitor experience as a result of the CityArchRiver (**CAR**) Project and other changes at the Jefferson National Expansion Memorial (**JNEM**). The activities of the expanded scope would take place in Base Year Three (March 14, 2016 – March 13, 2017) and Option Year One (March 14, 2017 – March 13, 2018) and total \$724,000.

**Committee Disposition:**

This item was presented and discussed at the Finance & Administration Committee meeting on Friday, August 26, 2016. The Committee voted to recommend that the Board of Commissioners approve this request to expand the scope and overall contract amount with Maring Weissman (d/b/a Dovetail).

**Board Policy:**

*Chapter 50 Purchasing, Section 50.010 Procurement and Contract Administration, (G) Contract Modifications* states:

1. The President & CEO may enter into modification(s) to contracts awarded pursuant to this Article if the cost of the modification is within (a) the amount budgeted or otherwise approved, for that contract, by the Board of Commissioners; or (b) is within the originally established contract contingency approved by the Board of Commissioners. Contract modifications which do not satisfy such parameters must be approved by the Board of Commissioners.

**Funding Source:**

Funding is provided through the Gateway Arch annual operating budget.

**Background:**

In December 2012, the scope of work for the Gateway Arch Riverfront Marketing Agency Services was written and the corresponding solicitation (13-RFP-5975-SS) was issued on February 14, 2013. The successful bidder selected was Dovetail, and Base Year One of the Period of Performance began on March 14, 2014 and ended March 13, 2015. The current contract year is Base Year Three (March 14, 2016 – March 13, 2017). The annual contract amount for the three



Base Years and two Option Years is \$331,250 per year for a total contract amount of \$1,656,250 for five years.

Over the last four years as the CAR Project and other improvements at the JNEM have progressed, the extent of the new visitor experience at the Gateway Arch riverfront has become more clear. Some of the major changes include a new ticketing center as part of the new western entrance, new museum with multimedia exhibits, new interactive tram load zone exhibits, and new changes to the riverfront. Given all of these changes, the Gateway Arch riverfront brand needs to be redefined and updated to reflect what will be a totally new visitor experience.

The 2013 Marketing Agency Services RFP and subsequent contract with Dovetail does not include rebranding within the scope of services. Thus, the current contract needs to be modified to reflect the expanded scope of services and increased contract amount. The expanded contract scope and contract amount for the rebranding process will result in the following deliverables:

1. Understanding and insight into our current brand equities, what differentiates us from other entities, and what are the perceived benefits of our brand.
2. Understanding and insight of the emotional connection to our brand and thus the decision-making factors of visitors to visit the Gateway Arch riverfront.
3. Development of a brand that reflects the new visitor experience as well as connects with the next generation of visitors.
4. Development of a brand that is more clearly defined and is more consistently used by all JNEM partners.
5. Development, production, and launch of a new brand prior to the end of the CAR project construction and the grand opening of the new visitor experience (estimated January 5, 2018).

Specifically, these deliverables will include the following:

A three-phase research study will assess the brand equity of the Gateway Arch as well as assess which target audiences represent the greatest opportunity for increased revenue. The first phase will be an online/email survey of previous visitors designed to measure interest in future Journey to the Top (tram ride) visitation. The second phase will be a 10-minute, random telephone survey of prospective visitors from St. Louis, central/mid-Missouri, Kansas City, and Indianapolis/Nashville. Also as part of the telephone survey study, two audience-specific studies in St. Louis and Kansas City will survey prospective African-American and Hispanic visitors. The third phase will consist of focus groups in St. Louis, Kansas City, central/mid-Missouri, and Indianapolis/Nashville designed to test the new brand messages and initial creative concepts.

The brand architecture, positioning, and creative phases will use data gathered from the research studies to develop brand positioning option(s) for the Gateway Arch. Positioning options will demonstrate how the Gateway Arch brand can/will differentiate itself from other competing local

and regional attractions. Specifically, the brand positioning options will include the tangible/rational benefits, emotional benefits and societal benefits of visiting the Gateway Arch.

After the initial brand development and then concept testing via focus groups, the final brand positioning concept would be refined and finalized for production of all brand assets as well as the brand launch strategy. In addition to reskinning the GatewayArch.com website (new content and graphics), all marketing and advertising creative assets (i.e. brochures; signage; tickets; ads) will be updated with the new brand design.

**Analysis:**

The contract with Dovetail would be increased by \$238,500 in Base Year Three to \$569,750 and increased by \$485,500 in Option Year One to \$816,750.

	<b>Base Year 3 (3/14/16 – 3/13/17)</b>	<b>Option Year 1 (3/14/17 – 3/13/18)</b>	<b>Notes</b>
<b>Brand Research, Analysis, &amp; Stakeholder Interviews</b>	\$113,500	\$59,500	
<b>Brand Development &amp; Refinement</b>	\$125,000	\$25,000	
<b>Brand Production &amp; Launch</b>		\$401,000	
<b>Total Increase Needed</b>	\$238,500	\$485,500	
<b>Current Approved Contract Amount</b>	\$331,250	\$331,250	
<b>New Contract Amount</b>	\$569,750	\$816,750	

**Board Action Requested:**

Approval by the Board of Commissioners to expand the scope and overall contract amount of the Marketing Agency Services Contract (13-RFP-5975-SS) with Maring Weissman (d/b/a/ Dovetail) for the purpose of rebranding the Gateway Arch Riverfront brand to reflect the new visitor experience as a result of the CAR Project and other changes at the JNEM. The activities of the expanded scope would take place in Base Year Three (March 14, 2016 – March 13, 2017) and Option Year One (March 14, 2017 – March 13, 2018) and total \$724,000.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF THE BI-STATE DEVELOPMENT AGENCY  
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT  
APPROVING THE MODIFICATION OF THE CURRENT MARING  
WEISSMAN D/B/A DOVETAIL CONTRACT FOR AGENCY  
MARKETING SERVICES**

**PREAMBLES:**

*Whereas*, The Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the “Agency”/ “BSD”) is a body corporate and politic, created by an interstate compact between the States of Missouri and Illinois, acting by and through its Board of Commissioners (the “Board of Commissioners”); and

*Whereas*, the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the “Compact”) to plan, construct, maintain, own and operate passenger transportation facilities, and to perform all other necessary and incidental functions, and to disburse funds for its lawful activities, to adopt rules and regulations for the proper operation of its passenger transportation facilities and conveyances, to contract and to be contracted with; and

*Whereas*, Board Policy Chapter 50, §50.010 G.1(a) requires Board approval of all modifications above the approved contract amount or contingency; and

*Whereas*, the funding for this project will come from the Gateway Arch annual operating budget; and

*Whereas*, in February, 2013 the Gateway Arch Riverfront Agency Marketing Services solicitation (13-RFP-5975-SS) was issued. Maring Weissman d/b/a Dovetail was the successful bidder and awarded a three year contract with two one year options. The current contract year is Base Year Three (March 14, 2016 – March 13, 2017); and

*Whereas*, due to the changes at the Gateway Arch Riverfront over the past several years, the Gateway Arch brand needs to be redefined and updated to reflect the totally new visitor experience. However the current contract with Dovetail does not include rebranding within the scope of services; and

*Whereas*, the current contract with Dovetail needs to be modified to reflect the expanded scope of services to include the rebranding effort and therefore the cost of services for Base Year Three would be increased by \$238,500 for a new third year contract amount of \$569,750 and increased by \$485,500 in Option Year One for a new option year one contract amount of \$816,750; and

*Whereas*, it is feasible, necessary and in the public interest for the Board to approve this modification of the current Maring Weissman d/b/a Dovetail contract for Agency Marketing Services to include the rebranding effort by an increase of \$238,500 for a new third year contract amount of \$569,750 and by an increase of \$485,500 for a new option year one contract amount of \$816,750, in accordance with the terms and conditions described herein.

**NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:**

Section 1.      Findings. The Board of Commissioners hereby finds and determines those matters set forth in the preambles hereof as fully and completely as if set out in full in this Section 1.

Section 2.        Approval of the Contract Modifications. The Board of Commissioners hereby approves this modification of the current Maring Weissman d/b/a Dovetail contract for Agency Marketing Services to include the rebranding effort by an increase of \$238,500 for a new third year contract amount of \$569,750 and by an increase of \$485,500 for a new option year one contract amount of \$816,750, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

Section 3.        Actions of Officers Authorized. The officers of the Agency, including, without limitation, the President and CEO, and the Vice President of Procurement are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and the modification of the Contract and the execution of such documents or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 4.        Severability. It is hereby declared to be the intention of the Board of Commissioners that each and every part, section and subsection of this Resolution shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Commissioners intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Resolution shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the intent of this Resolution.

Section 5.        Rights Under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency and Maring Weissman d/b/a Dovetail.

Section 6.        Governing Law. The laws of the State of Missouri shall govern this Resolution.

Section 7.        No Personal Liability. No member of the Board of Commissioners, officer, employee or agent of the Agency shall have any personal liability for acts taken in accordance with this Resolution.

Section 8.        Payment of Expenses. The Senior Vice President and CFO is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to this Resolution and the Contract.

Section 9.        This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 23rd day of September, 2016.

**THE BI-STATE DEVELOPMENT AGENCY OF THE  
MISSOURI-ILLINOIS METROPOLITAN DISTRICT**

By \_\_\_\_\_

Title \_\_\_\_\_

[SEAL]

ATTEST:

By \_\_\_\_\_  
Deputy Secretary to the Board of Commissioners



**Open Session Item**

**9(c)**

**Bi-State Development  
Board of Commissioners  
Agenda Item  
September 23, 2016**

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**From:** John M. Nations, President & CEO  
**Subject:** **Sole Source Contract Award to Mike's Towing & Automotive for Towing and Wrecker Services**  
**Disposition:** Approval  
**Presentation:** Larry B. Jackson, Executive Vice President – Administration

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**Objective:**

To present to the Board of Commissioners for approval a request for the President and CEO to award a three-year contract to Mike's Towing & Automotive for towing and wrecker services, with two one-year pre-priced exercisable options.

**Committee Disposition:**

This item was presented and discussed at the Finance & Administration Committee meeting on Friday, August 26, 2016. The Committee voted to recommend that the Board of Commissioners approve this contract award.

**Board Policy:**

*Chapter 50 Purchasing, Section 50.010 Procurement and Contract Administration, (E) Award Authority, 1.b. states:*

1. The Board of Commissioners shall approve the following procurements:
  - b. Non-Competitive Procurements which exceed \$100,000.00.

It is the policy of the Agency to conduct all procurements in a manner which fosters full and open competition. In some cases, competition is not feasible or practical. Sole source procurements totaled 8.6% of all procurements over the last four quarters.

**Funding Source:**

Funding is provided through operating funds.

**Background:**

Bi-State Development (**BSD**) solicited bids from qualified contractors to provide on-call towing and wrecker services for BSD's fleet of buses, trucks, automobiles, and vans.

Nine local towing companies were invited to participate. The solicitation was advertised on BSD's website. The solicitation was conducted utilizing BSD's on-line sourcing system which is accessible by any interested party. BSD received only one bid in response to the solicitation.

**Analysis:**

The previous contract towing costs have averaged approximately \$76,940.00 per year.

Mike's Towing and Automotive is the current contractor for this service. BSD personnel have been satisfied with the good and reliable service provided by this company. The Safety Department and Internal Audit also reviewed and approved the required submissions.

No Disadvantaged Business Enterprise (**DBE**) goal was assigned for this procurement. Mike's Towing and Automotive Specialties, Inc. is, however, a BSD certified DBE firm.

**Board Action Requested:**

Approval by the Board of Commissioners to enter into a contract with Mike's Towing & Automotive for a Three Base Year Contract, with two one-year pre-priced exercisable options for towing and wrecker services, per the rates established in the contract.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF THE BI-STATE DEVELOPMENT AGENCY  
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT  
AWARDING A CONTRACT TO MIKE'S TOWING & AUTOMOTIVE FOR  
TOWING AND WRECKER SERVICES**

**PREAMBLES:**

*Whereas*, The Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the "Agency"/ "BSD") is a body corporate and politic, created by an interstate compact between the States of Missouri and Illinois, acting by and through its Board of Commissioners (the "Board of Commissioners"); and

*Whereas*, the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the "Compact") to plan, construct, maintain, own and operate passenger transportation facilities, and to perform all other necessary and incidental functions, and to disburse funds for its lawful activities, to adopt rules and regulations for the proper operation of its passenger transportation facilities and conveyances, to contract and to be contracted with; and

*Whereas*, Board Policy Chapter 50, §50.010(A)(8) and §50.010 (E)(1)(b), requires Board approval of all Non-competitive ("sole source" or "single bid") Procurements exceeding \$100,000; and

*Whereas*, funding is provided through the Agency Operating Budget; and

*Whereas*, the Agency solicited bids from qualified contractors to provide on-call towing and wrecker services for BSD's fleet of buses, trucks, automobiles and vans. Nine local towing companies were invited to participate; and

*Whereas*, the Agency received only one bid in response to its solicitation from Mike's Towing and Automotive. Previous towing costs have averaged approximately \$76,940 per year; and

*Whereas*, Mike's Towing & Automotive is the current contractor for this service and Agency personnel have been satisfied with the good and reliable service provided by this company; and

*Whereas*, it is feasible, necessary and in the public interest for the Agency to approve the award of a three year contract with two one year options to Mike's Towing & Automotive for towing and wrecker services per the rates established in the contract, in accordance with the terms and conditions described herein.

**NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:**

Section 1.      Findings. The Board of Commissioners hereby finds and determines those matters set forth in the preambles hereof as fully and completely as if set out in full in this Section 1.

Section 2.      Approval of the Sole Source Contract. The Board of Commissioners hereby approves the sole source three year contract award with two one year options to Mike's Towing & Automotive for towing and wrecker services per the rates established in the contract, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

Section 3.      Actions of Officers Authorized. The officers of the Agency, including, without limitation, the President and CEO, and Vice President of Procurement are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the



purposes of this Resolution and the Contract and the execution of such documents or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 4.        Severability. It is hereby declared to be the intention of the Board of Commissioners that each and every part, section and subsection of this Resolution shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Commissioners intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Resolution shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the intent of this Resolution.

Section 5.        Rights Under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency and Mike's Towing & Automotive.

Section 6.        Governing Law. The laws of the State of Missouri shall govern this Resolution.

Section 7.        No Personal Liability. No member of the Board of Commissioners, officer, employee or agent of the Agency shall have any personal liability for acts taken in accordance with this Resolution.

Section 8.        Payment of Expenses. The Senior Vice President and CFO is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to this Resolution and Contract.

Section 9.        Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 23rd day of September, 2016.

**THE BI-STATE DEVELOPMENT AGENCY OF THE  
MISSOURI-ILLINOIS METROPOLITAN DISTRICT**

By \_\_\_\_\_  
Title \_\_\_\_\_

[SEAL]

ATTEST:

By \_\_\_\_\_  
Deputy Secretary to the Board of Commissioners

**Open Session Item**

**9(d)**

**Bi-State Development  
Board of Commissioners  
Agenda Item  
September 23, 2016**

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**From:** John M. Nations, President & CEO  
**Subject:** **Sole Source Contracts for Hardware and Software Maintenance**  
**Disposition:** Approval  
**Presentation:** Larry B. Jackson; Executive Vice President – Administration, and Kerry Kinkade;  
Vice President & Chief Information Officer

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**Objective:**

To present to the Board of Commissioners for approval a request for Sole Source Contracts for Hardware and Software Maintenance, as budgeted for FY2017.

**Committee Disposition:**

This item was presented and discussed at the Finance & Administration Committee meeting on Friday, August 26, 2016. The Committee voted to recommend that the Board of Commissioners approve this request for sole source contracts for hardware and software maintenance.

**Board Policy:**

*Chapter 50 Purchasing, Section 50.010 Procurement and Contract Administration, (E) Award Authority, I.b. states:*

1. The Board of Commissioners shall approve the following procurements:
  - b. Non-Competitive Procurements which exceed \$100,000

It is the policy of Bi-State Development to conduct all procurements in a manner which fosters full and open competition. In some cases, competition is not feasible or practical. Sole source procurements totaled 8.6% of all procurements over the last four quarters.

**Funding Source:**

Hardware and software maintenance is budgeted in the annual operating budget and funded through local sales tax appropriations.

**Background:**

Bi-State Development (**BSD**) has made significant investment in its technology platforms to enhance all aspects of our businesses. Each of these systems require continued support from the manufacturer/developer to ensure the software functions as expected and remains current with technology updates. When software products are initially licensed and deployed, BSD enters into software maintenance agreements with the manufacturer/developer that ensure the necessary support is available. These software maintenance agreements provide for: 1) correction of "bugs" discovered after software delivery, 2) enhancement of the software to improve performance and maintainability, 3) adaptive maintenance to ensure continued efficient operation in changing operational environments, and 4) emergency support to correct issues that may interfere with the efficient operation of the software.

Contracts for technology hardware and software maintenance have historically been submitted to the Board individually as needed. During the October 2013 Operations Committee meeting, it was suggested that the Agency consider revising this approach in favor of an annual approval of the required contracts.

**Analysis:**

BSD's FY2017 Operating Budget allocates approximately \$2.4 million for costs associated with hardware and software maintenance contracts. Most of the contracts are less than \$100,000 per year, therefore, do not require approval of the Board of Commissioners. There are three providers, however, whose annual costs are anticipated to approach or exceed the \$100,000 threshold, which requires Board approval.

<b><u>Supplier</u></b>	<b><u>Product Description</u></b>	<b><u>Annual Cost</u></b>
Kronos	Employee Timekeeping System	\$ 113,500
Oracle	Financial/ERP System	\$ 453,075
Trapeze	Operations and Customer Service Systems	\$ 1,246,000

BSD staff shall analyze each situation prior to entering into any contracts to verify the continued need and appropriate level of support. Negotiations will be conducted with the contractor to ensure reasonableness of cost.

**Board Action Requested:**

Approval by the Board of Commissioners to authorize the President & CEO to enter into "sole source" contracts for the support of BSD's hardware and software systems as required and within the amounts provided for in the FY2017 Operating Budget, as approved by the Board of Commissioners on April 22, 2016.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF THE BI-STATE DEVELOPMENT AGENCY  
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT  
AWARDING CONTRACTS FOR HARDWARE AND SOFTWARE  
MAINTENANCE SERVICES**

**PREAMBLES:**

*Whereas*, The Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the “Agency”/ “BSD”) is a body corporate and politic, created by an interstate compact between the States of Missouri and Illinois, acting by and through its Board of Commissioners (the “Board of Commissioners”); and

*Whereas*, the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the “Compact”) to plan, construct, maintain, own and operate passenger transportation facilities, and to perform all other necessary and incidental functions, and to disburse funds for its lawful activities, to adopt rules and regulations for the proper operation of its passenger transportation facilities and conveyances, to contract and to be contracted with; and

*Whereas*, Board Policy Chapter 50, §50.010(A)(8) and §50.010 (E)(1)(b), requires Board approval of all Non-competitive (“sole source” or “single bid”) Procurements exceeding \$100,000; and

*Whereas*, funding is provided through the Agency Operating Budget; and

*Whereas*, the Agency has made significant investment in its technology platforms to enhance all aspects of its operations. Each of these systems require continued support from the manufacturer/developer to ensure that the software functions as expected and remains current with technology updates; and

*Whereas*, when software products are initially licensed and deployed, the Agency enters into software maintenance agreements with the manufacturer/developer to ensure that the necessary support is available. Pursuant to the October, 2013 Board Operations Committee recommendation, only annual Board approval of hardware and software maintenance contracts will henceforth be obtained rather than individually as needed; and

*Whereas*, the cost of most of the contracts are less than the \$100,000 Board Policy threshold and therefore do not require Board approval, however three providers: Kronos, Oracle and Trapeze, their annual contract costs are each anticipated to approach or exceed the \$100,000 threshold; and

*Whereas*, it is feasible, necessary and in the public interest for the Agency to approve the award of “sole source” contracts for the support of the Agency’s hardware and software systems as required and within the amounts provided for in the FY2017 Operations Budget as approved by the Board of Commissioners on April 22, 2016, in accordance with the terms and conditions described herein.

**NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:**

Section 1.        Findings. The Board of Commissioners hereby finds and determines those matters set forth in the preambles hereof as fully and completely as if set out in full in this Section 1.

Section 2.        Approval of the Sole Source Contracts. The Board of Commissioners hereby approves the sole source contracts for the support of the Agency’s hardware and software systems as required and within the amounts provided for in the FY2017 Operations Budget as approved by the Board of Commissioners on April 22,



2106, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

Section 3. Actions of Officers Authorized. The officers of the Agency, including, without limitation, the President and CEO, and Vice President of Procurement are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and the Contracts and the execution of such documents or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 4. Severability. It is hereby declared to be the intention of the Board of Commissioners that each and every part, section and subsection of this Resolution shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Commissioners intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Resolution shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the intent of this Resolution.

Section 5. Rights Under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency and Kronos, Oracle and Trapeze.

Section 6. Governing Law. The laws of the State of Missouri shall govern this Resolution.

Section 7. No Personal Liability. No member of the Board of Commissioners, officer, employee or agent of the Agency shall have any personal liability for acts taken in accordance with this Resolution.

Section 8. Payment of Expenses. The Senior Vice President and CFO is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to this Resolution and the Contracts.

Section 9. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 23rd day of September, 2016.

**THE BI-STATE DEVELOPMENT AGENCY OF THE  
MISSOURI-ILLINOIS METROPOLITAN DISTRICT**

By \_\_\_\_\_  
Title \_\_\_\_\_

[SEAL]

ATTEST:

By \_\_\_\_\_  
Deputy Secretary to the Board of Commissioners

**Open Session Item**

**9(e)**

**Bi-State Development  
Board of Commissioners  
Agenda Item  
September 23, 2016**

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**From:** John M. Nations, President & CEO  
**Subject:** **Design and Construction Agreement for Jefferson National Expansion Memorial Tucker Theater Repurposing**  
**Disposition:** Approval  
**Presentation:** Jennifer Nixon, Executive Director Tourism Innovation, and Chance M. Baragary, Manager Gateway Arch Construction

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**Objective:**

To request the Board of Commissioners to approve the Design and Construction Agreement for the Jefferson National Expansion Memorial (**JNEM**) Tucker Theater Repurposing, a project which will update the existing Tucker Theater space and provide a new element to the experience for visitors to the park.

**Committee Disposition:**

This item was presented and discussed at the Operations Committee meeting on August 16, 2016. The Committee voted to recommend that the Board of Commissioners approve the Design and Construction Agreement for the JNEM Tucker Theater Repurposing.

**Board Policy:**

No Board Policy applies, however, Missouri Revised Statutes §70.220 and §70.230 require agreements between municipalities and other units of government to be approved by the Governing Board of such entity. The National Park Service (**NPS**) is a bureau in the United States Department of the Interior.

**Funding Source:**

Per the Design and Construction Agreement, this project will be fully funded by the JNEM Beneficial Fund.

**Background:**

Renovation of the 4,800 square feet Tucker Theater, located in the Gateway Arch Ticketing Lobby, is not within the scope of the current City-Arch-River (**CAR**) projects that are underway. Once operations stabilize after the CAR projects are complete, the NPS wishes to utilize this available space to create an additional attraction that furthers the visitor experience. To enable timely implementation of this project, efforts need to begin soon.

**Analysis:**

The project consists of repurposing the Tucker Theater to create a space in which a new, pay-to-enter, universally designed experience can be implemented, as well as development of all related aspects to enable operation of such. The experience will provide an alternative for those who do not ride the tram system to the top of the Arch, and also to supplement the experience of those who do. To achieve the desired goals, the experience must differentiate itself from the new museum exhibits and all other available attractions.

The process outlined in the Design and Construction Agreement is as follows:

- Engage a Leisure Attraction Consultant (**LAC**) to advise and support Bi-State Development (**BSD**) and the NPS throughout the project.  
Issue a Request for Qualifications for Experience Concept Development (**ECD**) teams.
- Contract with two or three ECD's to produce concepts, complete with business models and expected return periods.
- Review ECD proposals with the help of the LAC, and make a selection.
- ECD to complete a design and create solicitation documents, as well as refine a business plan and expected financial considerations.
- BSD and the NPS to review terms of the Cooperative Agreements and update as necessary to properly consider this new revenue stream.
- BSD to award contracts necessary for construction, installation, video or other attraction production, and others as needed.

The expected cost for the creation of the new experience is \$8,000,000, funds which are available in the JNEM Beneficial Fund. Ultimately, the business initiative made possible by this project is expected to be self-sufficient, and should recoup the initial capital investment (i.e. project costs) and generate a profit.

If, at any point throughout the project, the NPS or BSD feel the expected financial return is jeopardized so the project should no longer be pursued, the project will be closed or reconfigured to minimize losses.

**Board Action Requested:**

Approval by the Board of Commissioners of the Design and Construction Agreement for the Jefferson National Expansion Memorial Tucker Theater Repurposing, which will update the existing Tucker Theater space to provide a new element to the experience for visitors to the park.

Attachment 1 – Design and Construction Agreement with National Park Service for JNEM Tucker Theater Repurposing

**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF THE BI-STATE DEVELOPMENT AGENCY  
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT  
APPROVING THE DESIGN AND CONSTRUCTION AGREEMENT WITH  
THE NATIONAL PARK SERVICE FOR THE JNEM TUCKER THEATER  
REPURPOSING PROJECT**

**PREAMBLES:**

*Whereas*, the Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the “Agency”/ “BSD”) is a body corporate and politic, created by an interstate compact between the States of Missouri and Illinois, acting by and through its Board of Commissioners (the “Board of Commissioners”); and

*Whereas*, the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the “Compact”) to purchase or lease, sell or otherwise dispose of, and to plan, construct, operate and maintain, or lease to others for operation and maintenance, passenger transportation facilities, and motor vehicle and other terminal or parking facilities; to contract with municipalities or other political subdivisions for the services or use of any facility owned or operated by the Agency, or owned or operated by any such municipality or other political subdivision; to contract and to be contracted with; and to perform all other necessary and incidental functions; and

*Whereas*, no Board Policy applies. However, Missouri Revised Statutes § 70.220, and § 70.230 require agreements between municipalities or other units of government to be approved by the Governing Board of such entity; and

*Whereas*, per the Design and Construction Agreement with the National Park Service this Project will be fully funded by the Jefferson National Expansion Memorial (JNEM) Beneficial Fund; and

*Whereas*, renovation of the 4,800 square feet Tucker Theater, located in the Gateway Arch Ticketing Lobby, is not within the scope of the current City-Arch-River projects that are currently underway. The National Park Service wishes to utilize this available space to create an additional attraction that furthers the visitor experience; and

*Whereas*, under the JNEM Tucker Theater Repurposing Project the Agency will repurpose the Tucker Theater to create a space in which a new experience can be realized to provide an alternative experience for those who do not ride the tram system to the top of the Gateway Arch and also to supplement the experience of those who do. The expected cost of the Project is \$8 million and the new business initiative made possible by this Project is expected to be self-sufficient, recouping the initial capital investment and generating a profit; and

*Whereas*, is feasible, necessary and in the public interest for the Agency to approve the Design and Construction Agreement with the National Park Service for the Jefferson National Expansion Memorial Tucker Theater Repurposing Project, in accordance with the terms and conditions described herein.

**NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:**

Section 1. Findings. The Board of Commissioners hereby finds and determines those matters set forth in the preambles hereof as fully and completely as if set out in full in this Section 1.

Section 2. Approval of the Agreement. The Board of Commissioners hereby approves the Design and Construction Agreement with the National Park Service for the Jefferson National Expansion Memorial Tucker



Theater Repurposing Project, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

Section 3.        Form of the Agreement. The form of the Agreement (attached hereto as Attachment 1 and made a part hereof), in substantially the form presented to this meeting is hereby approved, and officers of the Agency, including without limitation, the President and CEO, are hereby authorized and directed to execute and deliver and attest, respectively, the Agreement, with such changes, modifications, insertions and omissions as may be deemed necessary or desirable to effect the Agreement, with the necessity or desirability of such changes, modifications, insertions and omissions being conclusively evidenced by their execution thereof.

Section 4.        Actions of Officers Authorized. The officers of the Agency, including, without limitation, the President and CEO, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and the Agreement and the execution of such documents or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 5.        Severability. It is hereby declared to be the intention of the Board of Commissioners that each and every part, section and subsection of this Resolution shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Commissioners intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Resolution shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the intent of this Resolution.

Section 6.        Rights Under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency and the National Park Service.

Section 7.        Governing Law. The laws of the State of Missouri shall govern this Resolution.

Section 8.        No Personal Liability. No member of the Board of Commissioners, officer, employee or agent of the Agency shall have any personal liability for acts taken in accordance with this Resolution.

Section 9.        Payment of Expenses. The Senior Vice President and CFO is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to this Resolution and the Agreement.

Section 10.       This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 23<sup>rd</sup> day of September, 2016.

**THE BI-STATE DEVELOPMENT AGENCY OF THE  
MISSOURI-ILLINOIS METROPOLITAN DISTRICT**

By \_\_\_\_\_  
Title \_\_\_\_\_

[SEAL]

ATTEST:

By \_\_\_\_\_  
Deputy Secretary to the Board of Commissioners

**Attachment**

**DESIGN AND CONSTRUCTION AGREEMENT**

**Between**

**NATIONAL PARK SERVICE  
UNITED STATES DEPARTMENT OF THE INTERIOR**

**and**

**THE BI-STATE DEVELOPMENT AGENCY  
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT**

**For**

**JEFFERSON NATIONAL EXPANSION MEMORIAL  
TUCKER THEATER REPURPOSING  
PMIS #**

This Design and Construction Agreement (the "Agreement") is hereby entered into between The Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the "BSDA") and the National Park Service ("NPS") (each a "Party", and jointly the "Parties") and establishes the terms and conditions under which the BSDA will contract for the planning, design, and construction related to the repurposing of the Tucker Theater into a new pay-to-enter attraction that provides an alternative type of experience for those that are unable or choose not to ride the tram system to the top of the Arch, or to supplement a trip to the top for those who do go up. A project description is provided in Attachment A, attached hereto and made a part hereof (the "Project") at the Gateway Arch, part of Jefferson National Expansion Memorial (the "Park"). This Agreement is executed consistent with the intent of the Jefferson National Expansion Memorial Services Agreement and the Jefferson National Expansion Memorial Fee Management Agreement between the BSDA and NPS both dated February 1, 2014 (collectively, the "Cooperative Agreement"). It is the intent of both Parties to be legally bound by this Agreement and both expressly waive the defense of lack of consideration. The waiver of the defense of lack or failure of consideration shall inure to any assign, surety or insurer of the Parties hereto.

**ARTICLE I. BACKGROUND**

The BSDA is a body corporate and politic, created by an interstate compact between Missouri and Illinois (Compact) under Mo. Rev. Stat. Sections 70.730 et. seq. and 45 ILL. Comp. Stat. 100/1 et. seq., and ratified by the United States Congress. Its headquarters is located at 211 North Broadway, Suite 700, St. Louis, MO 63102.

The BSDA wishes to undertake the Project and seeks to be authorized to conduct activities necessary to accomplish the planning, design and construction of the Project. The Project includes all labor, travel, and expenses related to the planning, design, film production and/or other elements of the experience, engineering, development of the bid documents, and the fabrication/installation/construction associated with the repurposing of the Tucker Theater.

This Agreement establishes the obligations and understandings of the BSDA and the NPS regarding the BSDA's completion of the Project, in accordance with a design approved by the NPS and the intent of the Cooperative Agreement, and in compliance with applicable laws, regulations, government policies, and Park management plans. This Agreement is consistent with the intent of the Cooperative Agreement; however, this Agreement is not to be construed as amending or modifying the terms of the Cooperative Agreement in any manner. This Agreement and the Cooperative Agreement are separate, independent agreements between the NPS and the BSDA and neither this Agreement nor the Cooperative Agreement are to be considered incorporated into one another.

## **ARTICLE II.                    DEFINITIONS**

As used in this Agreement, the following terms shall have the following meanings, and are applicable to both capitalized and non-capitalized forms of the term, and to both the singular and plural forms of the term:

"Contractor" means any entity (including without limitation, general Contractors and subcontractors, vendors, suppliers, architectural and engineering firms, landscape architecture firms, design firms, exhibit fabricators, or other professional service firms) retained by BSDA or its agents to provide any design-related or construction-related, labor, materials, products, or services for the Project.

"Construction" means any fabrication, installation, improvements to, or modification of NPS real property or personal property, including any ground or site disturbance for the Project.

"Construction Document" means the drawings and specifications generated in association with this Agreement that fully describe the construction work to be completed.

"Cost Estimate" means a cost estimate appropriate for the level and complexity of design and/or construction of the Project, as determined by NPS, including NPS designated Class C estimates for Conceptual Design; Class B estimates for Design Development; and Class A estimates for Construction Documents.

"Design" defines the construction requirement (including the functional relationships and technical systems to be used, such as architectural, landscape architectural, environmental, structural, electrical, mechanical, and fire protection), producing the technical specifications and drawings, and preparing the construction cost estimate for the Project. Design includes the development of a range of conceptual alternatives through a variety of means including design, design build or design competition; at the sole discretion of NPS, the development of regulatory compliance documentation for NPS review and approval, including National Environmental Policy Act and National Historic Preservation Act documentation; value analysis and alternative refinement during schematic design and design development; required NPS design-related reviews and approvals; and the preparation of Construction Documents.

"Project Development Plans" contain detailed instructions regarding project-specific design and construction and are attached to most Partner Construction Contracts. Project Development Plans generally address (1) design elements and NPS construction standards that must be addressed in Project designs, (2) NPS's Development Advisory Board reviews, and (3) Project deliverables and delivery dates.

"Third-Party Contract" means any contract between BSDA and any contractor, furnishing planning, design, construction, labor; supplies or services for the Project.

## **ARTICLE III.                    RESPONSIBILITIES OF THE PARTIES**

A. Pursuant to this Agreement, the NPS shall –



1. Timely review and, in writing, approve or deny:
    - a. Any Third-Party Contract to determine whether the Third-Party Contract is appropriate and consistent with this Agreement. NPS may, at its sole discretion, decline to review a Third-Party Contract. If NPS declines to review a Third-Party Contract, NPS will notify the BSDA of its decision in writing.
    - b. All Designs, Construction Documents, including without limitation, plans, construction drawings, engineering documents, environmental compliance documents, change orders and Cost Estimates generated by the BSDA or the BSDA's Contractors. NPS may, in its discretion, identify in writing categories of *de minimus* activities, such as minor change orders, that do not require NPS approval.
  2. Monitor the general implementation of the Project, to include periodic inspection and tests for compliance with the requirements of this Agreement, Designs, Construction Documents, any Project implementation plan or applicable special use permit, and relevant laws, regulations, and policies.
  3. Engage and enter into a Project Agreement with the Harpers Ferry Center (HFC) for support as needed.
  4. Inspect each successively constructed section of the Project to determine whether to accept it as complete. In the event that NPS cannot accept any section of the Project as complete, NPS must identify in writing what the BSDA must accomplish, subject to the availability of funds from the Project Account (as defined below) to allow NPS to accept it as complete.
  5. Notify the BSDA of any change in NPS policy that may affect implementation of this Agreement.
  6. Subject to the availability of appropriations, undertake NPS activities identified in this Agreement.
  7. Hereby approve access to the Park as needed by the BSDA to accomplish work under this Agreement.
- B. Pursuant to this Agreement, the BSDA shall—
1. Ensure that the Project meets NPS standards and requirements.
  2. Undertake each phase, as outlined in Attachment A, of the Project without the transfer of congressionally appropriated funds from NPS to BSDA. BSDA will finance the Project with and only to the extent funds are available from the JNEM Beneficial Fund (the "JNEM Beneficial Fund") held by the Parties pursuant to the Cooperative Agreement. Under no circumstances shall the BSDA be required to pay for Project costs using Agency funds. In order to make funds available for each phase of the Project, NPS and

the BSDA shall disburse a sufficient amount of no less than the amounts indicated for each phase in Attachment A (collectively the "Project Funds") from the JNEM Beneficial Fund into a mutually agreeable project account (the "Project Account").

3. Notify the NPS in a timely manner of the dates needed for access to the Park to accomplish the Project in accordance with applicable law, the NPS policies, and the terms of this Agreement. Ensure that BSDA's Contractors and any subcontractors do the same.
4. Undertake and complete the Project identified in this Agreement and Attachments hereto in a timely manner, solely from funds in the Project Account.
5. Provide to the NPS, prior to entering into any contract or agreement between the BSDA and any Third-Party related to the Project, a copy of the proposed Third-Party Contract.
6. Execute any Third-Party Contract only after receiving either written NPS approval or written notification that NPS will not review the proposed Third-Party Contract.
7. Provide to the NPS in advance of entering into any Third-Party Contract, written certification that--
  - a. The Contractor:
    - i. Has all required licenses to do the work contemplated by the agreement in the state(s) in which the work will be performed;
    - ii. Is not suspended or debarred from federal contracting; and
    - iii. Demonstrates relevant experience and competence to perform the work contemplated in the Third-Party Contract.
  - b. The BSDA, with NPS hereby acknowledging that the BSDA will follow the BSDA's procurement policy to select all contractors for the Project:
    - i. Used competition in selecting the Contractor to perform the work;
    - ii. Has taken measures to avoid or mitigate conflicts of interest; and
    - iii. Has incorporated provisions reflecting best practices in contract management and project administration into the Third-Party Contract.
8. Make the NPS an express third-party beneficiary of all Third-Party Contracts, and require that all Third-Party Contracts contain the following clause:

"The National Park Service is a third-party beneficiary of this contract, with all legal rights associated with that status, including the right to enforce the contract."
9. Submit all Design and Construction Documents for NPS approval prior to the commencement of construction.
10. Ensure and cause its Contractors to ensure that the Project Design complies with:



- a. All applicable laws, regulations, rules, orders, or other legal requirements;
  - a. All applicable building codes and environmental, cultural, safety, accessibility, and sustainable design requirements; and
  - b. NPS management documents.
11. Prior to initiating work on the Project, the BSDA and NPS shall deposit the Project Funds from the JNEM Beneficial Fund into the Project Account in such a manner that the BSDA has full access to all Project Funds necessary to pay for and complete the Project and all expenses associated with the Project.
12. Undertake the Project only when all necessary written NPS approvals have been obtained. NPS shall respond in a timely fashion to BSDA's requests for approvals.
13. Require Contractor(s) to establish and maintain, throughout the course of the Project, (i) security in favor of the United States in the form of a surety bond guaranteeing performance (performance bond) of the BSDA's obligations under this Agreement, or where a Contractor obtains the performance bond, the Contractor's performance of its contract with the BSDA, and (ii) a payment bond assuring payment of all persons supplying labor and material in the execution of the work undertaken for the Project, with the following conditions:
- a. All bonds shall be in an amount equal to 100% of the total cost of the section of the Project addressed by the contract as approved by the NPS. The NPS may require additional performance and payment bond protection if the estimated costs increase during Project planning or construction;
  - b. All bonds shall be in the form of a firm commitment, supported by corporate sureties that appear on the list contained in Treasury Department Circular 570;
  - c. No term of any bond obtained pursuant to this Article shall be inconsistent with the term of this Agreement; and
  - d. Should any bond issued pursuant to this section be canceled or withdrawn, the BSDA must immediately notify the NPS in writing.
14. Include the following requirements identified in quotations verbatim in any Third-Party Contract for the performance of any work or for fulfilling any obligation related to the Project:

*"The Contractor agrees —*

- a. To comply with all applicable laws, regulations, rules, orders, other legal requirements, the BSDA policies, and NPS policies;*
- b. To comply with the terms and conditions of any scope-of-work, Project designs, Construction Documents, Project development plan, Project implementation plan, or special use permits, etc., relating to the Project;*
- c. To follow any National Park Service (NPS) order to suspend work;*

- d. *To obtain and provide all warranties that would be given in normal commercial practice from subcontractors, manufacturers or suppliers for work performed and materials furnished:*
  - i. *For a period of not less than one year; and*
  - ii. *Executed, in writing, for the benefit of the BSDA and the United States;*
- e. *To be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence because of, or in any way growing out of or connected to the Project;*
- f. *To waive any defense to any claim of breach or negligence based on the Contractor's alleged reliance on the BSDA's or NPS' Project monitoring, inspections or tests. All monitoring, inspections or tests are for the sole benefit of the BSDA and / or NPS and do not relieve the Contractor of responsibility for (i) providing adequate quality control measures, or (ii) ensuring against damage or loss prior to Project acceptance. In addition, such monitoring, inspections or test do not imply Project acceptance by either the BSDA or NPS, nor does it affect the continuing rights of the BSDA or NPS after Project acceptance;*
- g. *That neither the BSDA's nor NPS' review, approval or acceptance of, nor the BSDA's payment for, Contractor services shall be construed to operate as a waiver of any rights of the BSDA or NPS, nor of any cause of action that the BSDA or NPS may have, and the Contractor shall be and remain liable to the BSDA and the NPS in accordance with the terms of this Contract and applicable law for all damages for which the Contractor is legally responsible;*
- h. *That in the event of a conflict between the provisions of this Contract and the provisions of the Design and Construction Agreement between NPS and the BSDA, dated \_\_\_\_\_, to recognize that the terms of the Design and Construction Agreement controls;*
- i. *To obtain and maintain insurance consistent with the requirements of the Design and Construction Agreement between NPS and the BSDA, dated \_\_\_\_\_;*
- j. *That it has no recourse against the United States with respect to any aspect of construction activities and shall not do anything to cause a lien to be placed upon, or otherwise to encumber, any land, structures, fixtures, or improvements associated with this Contract; and*
- k. *To be jointly and severally liable under this Contract if the Contractor is comprised of more than one legal entity."*

15. In addition to the provisions of Paragraph 14 (above), any Third-Party Contract for the provision of architectural or engineering services must contain verbatim the following provisions identified in quotations:

*"The Contractor agrees —*



- a. *To comply with all applicable laws, regulations, rules, orders, other legal requirements, the BSDA policies, and NPS policies;*
  - b. *That it is solely responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Contractor and warrants that the Project can be built as designed;*
  - c. *To correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services without any additional compensation;*
  - d. *That the final signed and sealed Final Construction Documents provided by the Contractor, as reviewed and approved in writing by NPS and the BSDA are the only true contract documents of record for this Project. By submission of the Final Construction Documents to the BSDA, the Contractor warrants that all review comments have been resolved to the satisfaction of the BSDA and incorporated into the Final Construction Documents."*
16. Permit the NPS to monitor, inspect, and have access to the construction site and construction-related materials and documents during normal business hours or as required.
17. At no cost to NPS and/or the BSDA, promptly take steps necessary, including the suspension of work, at no cost to NPS and/or the BSDA, to address any concerns raised by NPS and/or the BSDA.
18. Certify in writing that upon BSDA's acceptance of the Project as complete, all right, title, and interest to any completed construction, improvements, installations, fixtures, or associated donations, are free and clear of all debts, liabilities, or obligations.
19. Waive any claim or right to any property interest, including use rights, or to compensation for any Project components provided to NPS by or on behalf of the BSDA.
20. Comply with, and cause its contractors to comply with, the wage requirements of the Davis Bacon Act, 40 U.S.C. § 3142 *et seq.*, and the relevant Department of Labor regulations, 29 C.F.R. Part 5.
21. Act in accordance with any Project development plan, Project implementation plan or special use permit that may be in place at the time of the execution of this Agreement, or that is subsequently agreed to by the Parties for the furtherance of the Project.
22. Ensure that no Third-Party Contract contains a binding arbitration clause or other clause that may interfere with NPS' ability to seek judicial review in its capacity as a third-party beneficiary to the Third-Party Contract.
23. Provide NPS with the signed Contractor Certification Form included as Attachment D to this Agreement prior to executing any Third-Party Contract.
24. Provide NPS with a copy of Third-Party Contracts upon execution.

C. The BSDA and NPS jointly agree that—

1. The Project's overall cost is estimated to be approximately \$8,000,000 (Eight Million Dollars). Prior to the BSDA initiating work on any section of the Project, both Parties must deposit the Project Funds from the JNEM Beneficial Fund into the Project Account.
2. In making programmatic and resource-related decisions, NPS is relying upon the BSDA's promise to undertake and diligently pursue the Project in accordance with this Agreement.
3. As long as Project Funds are available to the BSDA in the Project Account, and to the extent permitted by law, Jefferson National Expansion Memorial land and facilities shall not be subject to liens by the BSDA or any Contractors, or any other third-parties as a result of the Project and the BSDA shall have the right to contest any such liens.
4. The BSDA and NPS are not establishing a joint venture, a joint enterprise or other entity by entering into this Agreement and neither is liable for the contracts or actions of the other Party relating to this Agreement.
5. NPS review and approval of documents pursuant to Article III.A.1 of this Agreement shall not be construed to operate as a waiver of any rights of the NPS, or a waiver of any cause of action that NPS may have, arising under this Agreement or any Third-Party Contract.

**ARTICLE IV.            ATTACHMENTS**

A Project description is provided in Attachment A. A description of the financing of the Project is provided in Attachment B. A Site Plan/Map of the Project is provided in Attachment C. The Contractor Certification Form is included as Attachment D. Attachments A-D are hereby incorporated into this Agreement.

**ARTICLE V.            KEY OFFICIALS**

- A. Key Officials: The personnel specified below are considered essential to successful coordination and communication between the BSDA and NPS for the work to be performed under this Agreement. Upon written notice to the other Party, either Party may designate an alternate to act in the place of the designated Key Official(s), or designate new Key Official(s).

**For the BSDA:**

Name: Jennifer Nixon  
Title: Sr. Vice President, Business Enterprises  
Address: 211 N. Broadway, St. Louis, MO 63102  
Phone: 314 982 1400, ext. 1675  
Fax: 314 335 3438  
E-mail: [jsnixon@bistatedev.org](mailto:jsnixon@bistatedev.org)

With two originals to John Nations, President and CEO at the above BSDA mailing address and email addresses as follows: [jmnations@bistatedev.org](mailto:jmnations@bistatedev.org).

**For the National Park Service:**



Name: Michael M. Ward  
Title: Superintendent  
Address: Jefferson National Expansion Memorial, 11 N. Fourth St., St. Louis, MO 63102  
Phone: 314 655 1611  
Fax: 314 655 1641  
E-mail: [mike\\_ward@nps.gov](mailto:mike_ward@nps.gov)

Name: Franklin D. Mares  
Title: Deputy Superintendent  
Address: Jefferson National Expansion Memorial, 11 N. Fourth St., St. Louis, MO 63102  
Phone: 314 655 1633  
Fax: 314 655 1641  
E-mail: [frank\\_mares@nps.gov](mailto:frank_mares@nps.gov)

- B. Notices: Any notice from one Party to the other Party required or provided in association with this Agreement shall be delivered in writing, by mail, personal delivery, electronic delivery or other appropriate means, to the Key Officials of the other Party, at the address or contact number indicated in this Article, or at such other address or contact number for such Key Officials as may be provided from time to time, and shall be considered delivered upon receipt at the office of such Key Officials.

#### **ARTICLE VI. TERM OF AGREEMENT**

Unless modified by the parties in writing, or unless terminated by operation of the terms of this Agreement, this Agreement shall be in effect for a period of five (5) years beginning on the date of the last signature hereto. Nothing in this Article shall alter or affect the term of any bond or insurance coverage obtained in furtherance of the Project.

#### **ARTICLE VII. INSURANCE AND INDEMNITY**

##### **A. Insurance**

1. All contractors must comply with all insurance related provisions of this Article. All contractors are responsible for ensuring that these insurance requirements are included, as appropriate, in their respective contracts with subcontractors. Unless otherwise specified herein, the term "contractor(s)" as used in this Article means entities providing any construction, utility, architectural, engineering, or design related labor, materials, products, or services.
2. NPS will not be responsible for any omissions or inadequacies of any insurance coverage or amounts in the event that insurance purchased by BSDA's contractor proves to be inadequate or insufficient for any reason.
3. All contractors must acquire and maintain the following insurance and comply with the following associated requirements:
  - a. All contractors must have appropriate insurance including coverage for commercial general liability, contractual liability, automobile, and excess or umbrella coverage, from a responsible company or companies. Unless higher limits are required by the NPS in writing, commercial general liability insurance and automobile insurance shall each have a minimum

limitation of One Million Dollars (\$1,000,000) combined single limit one claim, and an annual aggregate limitation of Three Million Dollars (\$3,000,000) for any number of claims arising from any one incident. Insurance must be acquired prior to the initiation of any in-park activities and must be maintained until the Project is accepted as complete by NPS. The contractor and subcontractors will also obtain Worker's Compensation insurance for the MO Statutory limit and for Employer Liability of \$500,000. BSDA and NPS shall be named as Alternate Employers on WC Endorsement WC 00 03 01.

- b. The BSDA's Prime Contractor or General Contractor must have Builder's Risk Insurance or an Installation Floater sufficient to cover the replacement cost of the section of Project addressed by their contract(s).
  - c. Contractors must have appropriate insurance coverage when warranty work is conducted. This provision shall survive termination or expiration of this Agreement. Warranty work requires the Superintendent's prior approval.
  - d. Contractors providing architectural or engineering service must have Professional Error and Omissions Insurance coverage that, at a minimum, conforms to the requirements of applicable state law and provides limits of \$1,000,000 per claim and an annual aggregate of \$1,000,000.
  - e. Where a contractor is authorized to utilize NPS structures or facilities in conjunction with this Agreement, the contractor shall procure and maintain, at its sole cost and expense, fire and hazard protection insurance in an amount equal to the replacement cost of structures or facilities utilized. This insurance shall be maintained for the term of use.
4. First Party (property) insurance shall name BSDA and NPS as Loss Payees. Third Party (liability) insurance (with the exception of Professional Liability and Workers' compensation) shall name BSDA and NPS as Additional Insureds.
5. All insurance policies (with the exception of Workers Compensation) required by this Agreement shall name the United States as an Additional Insured and shall specify that the insurer has no right of subrogation against the United States. If in NPS' judgment the contractor is unable to meet its obligation to correct the damage, harm, or deficiencies at issue, NPS may file insurance claims and use insurance proceeds consistent with law and NPS policies.
6. All insurance policies of or on behalf of the BSDA required in this Agreement or the Project documents shall contain the following language: "This insurance policy does not apply to any claim or suit which is barred by the doctrines of sovereign immunity or official immunity but we will have the right and duty to defend any suit. No provision of this endorsement or of the policy, to which it is attached, shall constitute a waiver of our right, or the right of any of our employees in the course of their official duties, or the right of any insured, to assert a defense based on the doctrines of sovereign immunity or official immunity for any monetary amount whatsoever."
7. Prior to beginning the work authorized herein, the BSDA shall provide the NPS with copies of Certificates of Insurance demonstrating that the contractors have acquired all insurance required by this Article. Insurance coverage shall be reviewed every year beginning on the date of execution of this Agreement and shall be modified if necessary to ensure consistency with generally accepted insurance practices, the BSDA policies and NPS policies. The BSDA and



contractors must immediately notify NPS if an insurance policy is canceled or terminates for any reason.

8. Insurance Carrier Requirements:

- a. Each issuer of the insurance required by this Article must be rated no lower than A- by the most recent edition of the A.M. Best's Key Rating Guide (Property-Casualty Edition).
  - a. All insurers for all coverage must have a Best's Financial Size Category of at least VII according to the most recent edition of A.M. Best's Key Rating Guide (Property-Casualty Edition).
  - b. All insurers must be admitted, licensed, and approved to operate in Missouri.
9. BSDA is not required to obtain insurance under this section because BSDA asserts that it is self-insured.

B. Contractor Liability

BSDA will include the following indemnification language in all contracts associated with this Project:

1. *The Contractor assumes liability for and does hereby agree to save, hold harmless, defend and indemnify the BSDA and United States of America, its agents and employees from and against any and all liabilities, obligations, losses, damages or judgments (including without limitation penalties and fines), claims, actions, suits, costs and expenses (including without limitation attorneys' fees and experts' fees) of any kind and nature whatsoever including fire or other peril, bodily injury, death, or real, personal, or intellectual property damage of any nature whatsoever, and by whomsoever made, in any way arising out of any act or omission of the Contractor, or the Contractor's employees, agents or subcontractors in furtherance of the Project. This indemnification shall survive the termination or expiration of this Agreement.*
2. *The Contractor must pay the United States the full value of all damages to the lands or other property of the United States directly caused by the Contractor, its employees, agents, representatives, or subcontractors in connection with any activities under this Agreement.*
3. *The Contractor must pay the BSDA the full value of all damages to the property of the BSDA directly caused by the Contractor, its employees, agents, representatives, or subcontractors in connection with any activities under this Agreement.*
4. *The Contractor must cooperate with the NPS and the BSDA in the investigation and defense of any claims that may be filed with or against the NPS and/or BSDA arising out of the activities of the Contractor, or the Contractor's employees, agents, representatives, or subcontractors.*

C. BSDA Indemnity

To the fullest extent permitted by applicable law, BSDA shall indemnify and hold harmless NPS, its officers, directors, employees, agents, servants, successors and assigns from and against any and all direct loss, claim or damage, relating to, based upon or arising out of the negligent acts or omissions of BSDA, its officials or employees, arising out of the performance of this Agreement and no indemnification will be provided for consequential or punitive damages. By execution and performance of this Agreement, BSDA does not intend to, nor shall it be deemed to have waived or relinquished any immunity or defense on behalf of itself, its

commissioners, officers, directors, employees, agents, servants, successors or assigns, as a result of the execution of this Agreement and performance of the functions or obligations described herein.

**ARTICLE VIII. CONFIDENTIAL AND PROPRIETARY INFORMATION AND INTELLECTUAL PROPERTY**

A. With respect to confidential and proprietary information and intellectual property created in association with this Agreement the BSDA agrees that --

1. NPS Review of Bid Proposals

- a. The BSDA will receive all bid proposals, associated documents, and other communications from bidders and provide copies of them to the NPS Key Official identified in this Agreement so that they may be distributed to appropriate NPS personnel for review. Any information delivered in writing or by other tangible form from the BSDA to NPS, or from NPS to the BSDA, that is to be considered Confidential Information must be conspicuously labeled on every page as "Confidential and Proprietary" at the time of delivery. If proprietary information is delivered orally by either the BSDA (including information provided by the bidder) or NPS, the BSDA or NPS (as the case may be) must identify such information at the time of disclosure, subsequently reduce it to writing, label it "Confidential and Proprietary," and provide this writing to the appropriate Key Official.
- b. Each Party will implement reasonable internal controls to protect confidential information in its possession. The BSDA will destroy Confidential Information provided by losing bidders after termination of the bid selection process, unless the respective Key Official has been provided a written request that the Confidential Information be returned at the time it is received by the Key Official. NPS' retention, disclosure and destruction of materials are governed by applicable federal law.
- c. Both Parties will ensure their compliance with applicable state or federal law. Confidential Information does not include information that:
  - i. Is generally known and available in the public domain through no fault of the receiver;
  - ii. Was known by the receiver prior to the date of disclosure;
  - iii. Was received from a third party without any obligation of confidentiality; or
  - iv. Was independently developed without reliance on Confidential Information.
- d. In all bid solicitations, the BSDA shall notify bidders of all provisions in this Article VIII that affect their interests, and shall provide that all such provisions will be binding on all bidders including the winning Contractor.
- e. This Article VIII.A.1 shall survive termination or expiration of this Agreement.
- f. Notwithstanding anything to the contrary contained in this Agreement, the BSDA's performance of this Agreement shall be in accordance with and subject to the BSDA's



procurement, records retention, intellectual property and public disclosure policies applicable to the Project.

2. Rights to Works Produced in the Performance Contract

- a. The BSDA is bound by the following provisions. Additionally, the BSDA will ensure that provisions b through d below are incorporated into all contracts and subcontracts with Contractors that are executed in furtherance of this Agreement. These provisions should be modified by including the BSDA's name and the Contractor's name when such provisions are inserted into any contract.
- b. NPS shall own any and all rights, titles, and interests, including any and all patents, copyrights, trademarks, trade secrets, inventions, products or other intellectual property rights created as a result of, arising from, or relating to this Agreement, including without limitation intellectual property utilized in bid proposals and any pre-existing intellectual property belonging to the Contractor that is provided in association with the Project, provided, however, that the BSDA may request from NPS a non-exclusive license to use any intellectual property for purposes related to the BSDA's authorized purposes and mission. NPS shall consider the request for such non-exclusive license on a case-by-case basis. This provision shall survive expiration or termination of this Agreement.
- c. The BSDA and the Contractor shall fully cooperate with the NPS in the protection and enforcement of any intellectual property rights resulting from activities and services performed in connection with this Agreement. This obligation includes timely execution, acknowledgment, and delivery to the NPS of all documents and papers that may be necessary to enable the NPS to utilize in any manner any copyrights, patents, trademarks, trade secrets, and other intellectual property and proprietary rights.
- d. In the event that any invention or material created in the course of performing tasks under this Agreement or any associated agreement is patentable intellectual property, the Contractor shall report the invention or patentable intellectual property to the BSDA within thirty days of its creation. Upon receiving notice of the creation of an invention or patentable intellectual property, the BSDA will immediately report the invention or intellectual property to the NPS.

**ARTICLE IX.           DEFAULT AND TERMINATION**

- A. In the event that the NPS reasonably believes that the BSDA is in breach of its obligations under this Agreement, the NPS must provide the BSDA written notice of such alleged breach (notice). The BSDA shall have thirty (30) days (cure period) after receipt of the notice to cure such alleged breach, or if the alleged breach cannot be cured within the cure period, the BSDA shall obtain the NPS' approval of a written remedial plan specifying the BSDA's intent to cure the alleged breach as promptly as is reasonably practical and within a deadline determined by mutual agreement.
- B. In the event that the BSDA fails to cure the alleged breach within the cure period or to diligently pursue the action detailed in the remedial plan, the NPS may, without first obtaining a judgment or declaration of breach by any court, board, arbitrator or any other adjudicator, exercise its rights to proceed against the surety bonds required in Article III.B.13.a-d of this Agreement, and / or seek any alternative or additional remedies available to it including termination of this Agreement.



- C. Either the BSDA or NPS may terminate this Agreement for any reason by providing at least 120 days prior written notice to the other party, provided that the termination will not affect NPS' responsibility to pay the BSDA from the JNEM Beneficial Fund for all work performed and costs and expenses incurred for the Project up to the effective date of the notice of termination, and for any further work required or costs and expenses incurred by BSDA in order to facilitate an orderly turnover of matters in process at the time of termination.

#### **ARTICLE X. DISPUTES, VENUE AND CHOICE OF LAW**

- A. The Parties agree that in the event of a dispute between them, NPS and the BSDA shall promptly use their best efforts to resolve the dispute in an informal fashion through communication and consultation, or other forms of non-binding alternative dispute resolution that are mutually acceptable to the parties.
- B. The Parties agree that the venue to commence litigation of any disputes stemming from this Agreement shall be a Federal court with appropriate jurisdiction.

#### **ARTICLE XI. ACCOUNTING AND REPORTS**

The BSDA and its Contractors and subcontractors shall maintain accounting books and records under a system of accounts and financial controls meeting Generally Accepted Accounting Principles, and must permit the Department of the Interior or its designee, including the NPS Comptroller and Office of the Inspector General, to verify and audit financial documents from the books, correspondence, memoranda and other records of the BSDA relating to this Agreement, during the period of this Agreement, and for such time thereafter as may be necessary to accomplish such verification. Such period shall be a minimum of three years after the Project is completed. BSDA will ensure that the requirements of this provision are incorporated into its contracts with Contractors.

#### **ARTICLE XII. COMPLIANCE WITH APPLICABLE LAW**

- A. This Agreement and performance hereunder is subject to all applicable laws and regulations whether now in force or hereafter enacted or promulgated. This Agreement and performance hereunder is also subject to applicable government policies, including without limitation the BSDA's policies. Nothing in this Agreement shall be construed as in any way limiting the general powers of the NPS for supervision, regulation, and control of its property under such applicable laws, regulations, and management policies. Nothing in this Agreement shall be deemed inconsistent with or contrary to the purpose of or intent of any Act of Congress. Notwithstanding anything to the contrary contained in this Agreement, the BSDA's performance of this Agreement shall be in accordance with and subject to the BSDA's procurement, records retention, intellectual property and public disclosure policies applicable to the Project.
- B. In addition to other laws, regulations, and policies referenced in this Agreement, the BSDA is on notice that, where applicable, it must comply with, and assist NPS in complying with additional laws, regulations, Executive Orders and policies including, but not limited to, the Americans with Disabilities Act (42 U.S.C. § 12101), Architectural Barriers Act (42 U.S.C. § 4151 *et seq.*), the Rehabilitation Act (29 U.S.C. § 701 *et seq.*, as amended), the Resource Conservation and Recovery Act (42 U.S.C. § 6901, *et seq.*), the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801, *et seq.*), the National Environmental Policy Act (42 U.S.C. § 4321, *et seq.*), the Coastal Zone



Management Act (16 U.S.C. § 1451 *et seq.*), Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Safe Drinking Water Act (42 U.S.C. § 300, *et seq.*), the Endangered Species Act (16 U.S.C. § 1531 *et seq.*), the Wild and Scenic Rivers Act (16 U.S.C. § 1271, *et seq.*), the National Historic Preservation Act (16 U.S.C. § 470), the Archaeological and Historic Preservation Act (16 U.S.C. § 469), Strengthening Federal Environmental, Energy and Transportation Management (Exec. Order No. 13423), Notification of Violating Facilities (Exec. Order No. 11738), Wetlands Protection (Exec. Order No. 11990), and Flood Hazards in Floodplains (Exec. Order No. 11988).

### **ARTICLE XIII.      REQUIRED AND MISCELLANEOUS CLAUSES**

- A. Non-Discrimination: All activities pursuant to or in association with this Agreement shall be conducted without discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex, as well as in compliance with the requirements of any applicable federal laws, regulations, or policies prohibiting such discrimination.
- B. NPS Appropriations: Pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement shall be construed to obligate the government to any current or future expenditure of funds in excess or advance of the availability of appropriations from Congress. Nor does this Agreement obligate the government to spend funds on any particular project or purpose, even if funds are available.
- C. Limitations on Lobbying. BSDA agrees that it will not lobby for or otherwise seek the appropriation of funds from Congress to fund the Project under this Agreement. BSDA may not use any appropriated funds (including property, utilities, or services acquired with, or supported by, appropriated funds) to lobby or attempt to influence Congress or any official of any government.
- D. Release of Information: Except to the extent required by law, the BSDA must obtain prior NPS approval through the NPS Key Officials for any public information releases which refer to the Department of the Interior, any bureau, a park or park unit, a government employee (by name or title), or this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted with the request for approval.
- E. Merger: This Agreement, including any attachments hereto and documents incorporated by reference herein, contains the sole and entire agreement of the parties with respect to the subject matter of this Agreement.
- F. Modifications: This Agreement may be extended, renewed or amended only when agreed to in writing by the NPS and the BSDA.
- G. Waiver: If a Party fails to exercise any right or to insist that the other Party comply with any obligation, no such failure or insistence shall be a waiver of a right of a Party to demand strict compliance with each duty or obligation. No custom or practice of the Parties which varies from this Agreement shall constitute a waiver of the right of a Party to demand exact compliance. Waiver by one Party of any particular default by the other Party shall not affect or impair a Party's rights in connection with any subsequent default of the same or of a different nature, nor shall any delay or omission of a Party to exercise any rights arising from such default affect or impair the rights of that Party as to such default or any subsequent default. All waivers of any duty or obligation by a Party must be express and evidenced in writing.
- H. Effect of Approval: Any approval or consent given by the NPS regarding any Third-Party Contract or Contractor, or by operation of inspection, or any other consent or approval given by the NPS under this Agreement, or NPS' decision to decline review of a Third-Party Contract, does not relieve



the BSDA or the BSDA's Contractors of responsibility for any errors or omissions, or from the responsibility to comply with the requirements of this Agreement.

- I. Effect of Acceptance: Any acceptance by the NPS of the Project or any component thereof does not relieve the BSDA, to the extent permitted by applicable law, or the BSDA's Contractors from liability for any known defect, or any latent defect, fraud, or gross mistake or negligence.
- J. Assignment: No part of this Agreement shall be assigned to any other party without prior written approval of the NPS.
- K. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a Party by facsimile transmission) as against the Party signing such counterpart, but which together shall constitute one and the same instrument.
- L. Member of Congress: Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
- M. Agency: The BSDA is not an agent or representative of the United States, the Department of the Interior, or NPS, or the Park, nor will the BSDA represent its self as such to third parties. NPS employees are not agents of the BSDA and will not act on behalf of the BSDA.
- N. Non-Exclusive Agreement: This Agreement in no way restricts the BSDA or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
- O. No Third-Party Beneficiaries: Unless expressly stated herein, nothing in this Agreement is intended to grant any rights or to provide any benefits to any third-party.
- P. Survival: Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement, shall survive expiration or termination of this Agreement.
- Q. Partial Invalidity: If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- R. Captions and Headings: The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement, nor in any way affecting this Agreement.
- S. Drug Free Workplace Act: The BSDA shall take comprehensive action to ensure the workplace is drug-free.
- T. Jointly Drafted: This Agreement shall be deemed to have been jointly drafted by both Parties and, in the event of a dispute, shall not be construed against either Party.

U. Further Assurances: If requested by one Party, the other Party shall execute and deliver such other documents and take such other action as may be necessary to effect the terms of this Agreement.

**ARTICLE XIV. AUTHORIZING SIGNATURES**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date the last signature is affixed.

**NATIONAL PARK SERVICE**



Michael M. Ward, Superintendent

Date 08/01/16

**THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT**

Date \_\_\_\_\_

John M. Nations, President & CEO

**Attachments:**

- Attachment A – The Project Description
- Attachment B – Financial Obligations
- Attachment C – Site Plan/Map
- Attachment D – Contractor Certification Form

## ATTACHMENT A - PROJECT DESCRIPTION

### REPURPOSING OF TUCKER THEATER

The Project consists of repurposing the existing 4,800 square feet Tucker Theater located in the Gateway Arch Ticketing Lobby into a new, pay-to-enter, universally designed attraction that provides an alternative Experience for those that are unable or choose not to ride the tram system to the top of the Arch. The intention is for the outcome of the Project to also supplement the experience enjoyed by those who do take the ride to the top, offering them an additional element to the complete Arch experience. To achieve the desired goals, the Experience must differentiate itself from the new museum exhibits and all other available attractions.

#### Phasing

The Project is envisioned to consist of the following phases:

##### Phase I – Selecting Consultants

###### **Step 1 – Engage a Leisure Attraction Consultant (LAC) and HFC**

BSDA will contract with a LAC who will serve to advise and support the NPS and BSDA for the duration of the project. See attached Exhibit 1 outlining the LAC Scope of Services.

The NPS-JNEM will team with NPS-HFC (Harpers Ferry Center) for the duration of the project. HFC will serve in an advisory role, to include assisting with accessibility reviews and scoping appropriate project accommodations to enable a universally accessible project.

###### **Step 2 - Request for Qualifications (RFQ) to select Experience Concept Development teams:**

Request qualifications for consultants (or teams) to determine who will be invited to develop and propose an Experience Concept. Outline the general scope of the project and request qualification proposals, and select two or three teams for continuation to Phase 1, Step 3 below. Desired team qualifications include expertise in the following areas:

- Entertainment and Leisure Design
- Experiential Attractions
- Educational, Exhibit Design
- Architecture
- Engineering – civil, structural, electrical, mechanical
- AV system development
- Film Making
- Business Planning

Proposals will be evaluated on:

- Samples of six (6) but no more than ten (10) projects that are particularly relevant to the nature of the envisioned Experience and have been completed in the last ten (10) years. Describe the precise roles team members played in the projects listed and the order of cost



magnitude. At least two (2) projects should show audiovisual (AV) experience with reenactments, historical vignettes in varied geographical locations.

- Samples of at least two (2) projects with integrated, large format AV programming that include, at a minimum, originally shot High Definition footage, historically accurate and plausible reenactments, stock images and footage.
- Samples of CGI that demonstrate the team's ability to produce realistic and plausible scenes created using a combination of original footage and computer generated elements.
- Proposed key personnel, specialists, and individual consultants who will be assigned to this project is team is selected.

### **Step 3 – Experience Concept Development by selected teams:**

Award a contract to each of the two or three selected firms for \$50,000 each. These scope of these contracts will be to produce an Experience Concept. Firms will be asked to make a site visit; develop a concept design; write a treatment; propose a production plan; and provide an all- inclusive budget.

Teams are also expected to evaluate their proposed Experience to determine if the investment will:

- Have an appropriate \_\_?\_\_ year return on investment based on the proposed budget.
- Be a product that meets a demand not provided with other JNEM activities.
- Evaluate the overall visitor experience from a time and fiscal viewpoint to determine that this will be able to be incorporated into a planned visit.

### **Step 4 – Selection of Designer by Technical Evaluation Panel:**

A Technical Evaluation Panel, selected jointly by the BSDA and the NPS, will evaluate the proposals received in Phase I, Step 3 and select a Designer. It is expected that this Technical Evaluation Panel will consist of, at a minimum, representatives from each of the BSDA and the NPS, as well as the LAC.

### **Phase II – Experience Design**

BSDA will enter into a contract with the Designer selected in Phase I. This contract scope will include completion of the design and production of necessary Contract Documents for construction and installation activities, and the associated phasing of such work. The procurement plan for the remainder of the project will also be more fully developed in Phase II, based on the necessary elements of the selected Experience, the capabilities of the Designer (can/should they produce a video or other element?), and other variables identified at this stage.

### **Phase III – Experience Creation**

BSDA will solicit for and award contracts for the necessary portions of producing the Experience designed in Phase II, expected to include the following:

- Construction and Installation
- Video Production (Designer or other)
- Construction support by the Designer

### Project Schedule

The Project will not be undertaken beyond Phase I, Step 1 prior to a point in time when Arch operations are considered stabilized after completion of the City-Arch-River projects. Once this “stabilization” has been achieved, the phases are planned to be undertaken in the months that follow “stabilization” as outlined below:

<u>Phase</u>	<u>Start</u>	<u>Finish</u>
Phase I, Step 1	3 mos	5 mos
Phase I, Step 2	5 mos	8 mos
Phase I, Step 3	8 mos	8 mos
Phase II	9 mos	15 mos
Phase III	15 mos	24 mos

NOTE: If necessary to accommodate filming or coordinate construction on site with periods of lesser visitor impact, above phase durations may be adjusted.



**EXHIBIT 1 to ATTACHMENT A - PROJECT DESCRIPTION:**  
**REPURPOSING OF TUCKER THEATER**

**DRAFT: Leisure Attraction Consultant Scope of Services**

The NPS and BSDA, collectively the Owner, wish to implement a new visitor experience as outlined in PROJECT DESCRIPTION: REPURPOSING OF TUCKER THEATER. The Leisure Attraction Consultant (LAC) referenced in this project description will play an important role, supporting the Owner as needed to help ensure project success. Services requested from the LAC include:

- P1S1 - Orientation Meeting: Meet with Owner to discuss details of the project and visit the site.
- P1S1 - Analyze/Validate Project Objective: Conduct an initial evaluation to determine potential use of available location, consider other attractions, study demographics of market based on previous visitor survey results, collect visitor and other relevant data, etc.. Conduct a high-level cost/benefit analysis and make recommendation to Owner to either continue project, modify approach, or abandon.
- P1S1 (and all future phases) - Focus Groups: Coordinate focus groups considered beneficial to assisting with project development process, including local, out-of-town, and tour group visitors. Focus groups should be available for utilization as needed throughout development and execution of the project.
- P1S2 – RFQ Development: Create RFQ referenced in Phase 1, Step 2 of the Project Description. Meet with Owner groups as necessary to review and complete the RFQ.
- P1S2 – Selection of Teams: Advise the Owner of recommended teams that should be retained to produce concepts for P1S3.
- P1S3 – RFP Development: Create Request for Proposal that will be given to teams selected in P1S2.
- P1S3 – Preproposal Meeting: Host (at the JNEM or nearby) a meeting attended by the two or three selected participants from P1S2.
- P1S4 – Evaluation Panel: Serve on the Technical Evaluation Panel to analyze proposals received in P1S3. In addition to general evaluation of proposal, LAC is asked to dissect and analyze the fiscal return assumptions presented in each of the proposals. Upon evaluating the financial feasibility of each of the proposed Experiences, provide a written recommendation to the Owner explaining which of the proposed options is most likely to generate max visitor satisfaction and revenue, as well as continued viability.
- PII – Assist the Owner with periodic review of design iterations presented in this phase. Specifics of Services in this phase to be determined.
- PIII - Assist the Owner as necessary. Specifics of Services in this phase to be determined.

**ATTACHMENT B – FINANCIAL OBLIGATIONS**

The BSDA has agreed to fund the design and construction of the Project solely with Project Funds from the JNEM Beneficial Fund which are placed into the Project Account prior to each phase.

**Project costs are estimated to be:**

**Phase I**

Leisure Attraction Consultant (LAC)	\$100,000
NPS-JNEM Contract with HFC	\$ 25,000
P1S3: Concept Development	\$150,000
<u>BSDA Admin</u>	<u>\$ 25,000</u>
<b>Phase Subtotal</b>	<b>\$300,000</b>

**Phase II**

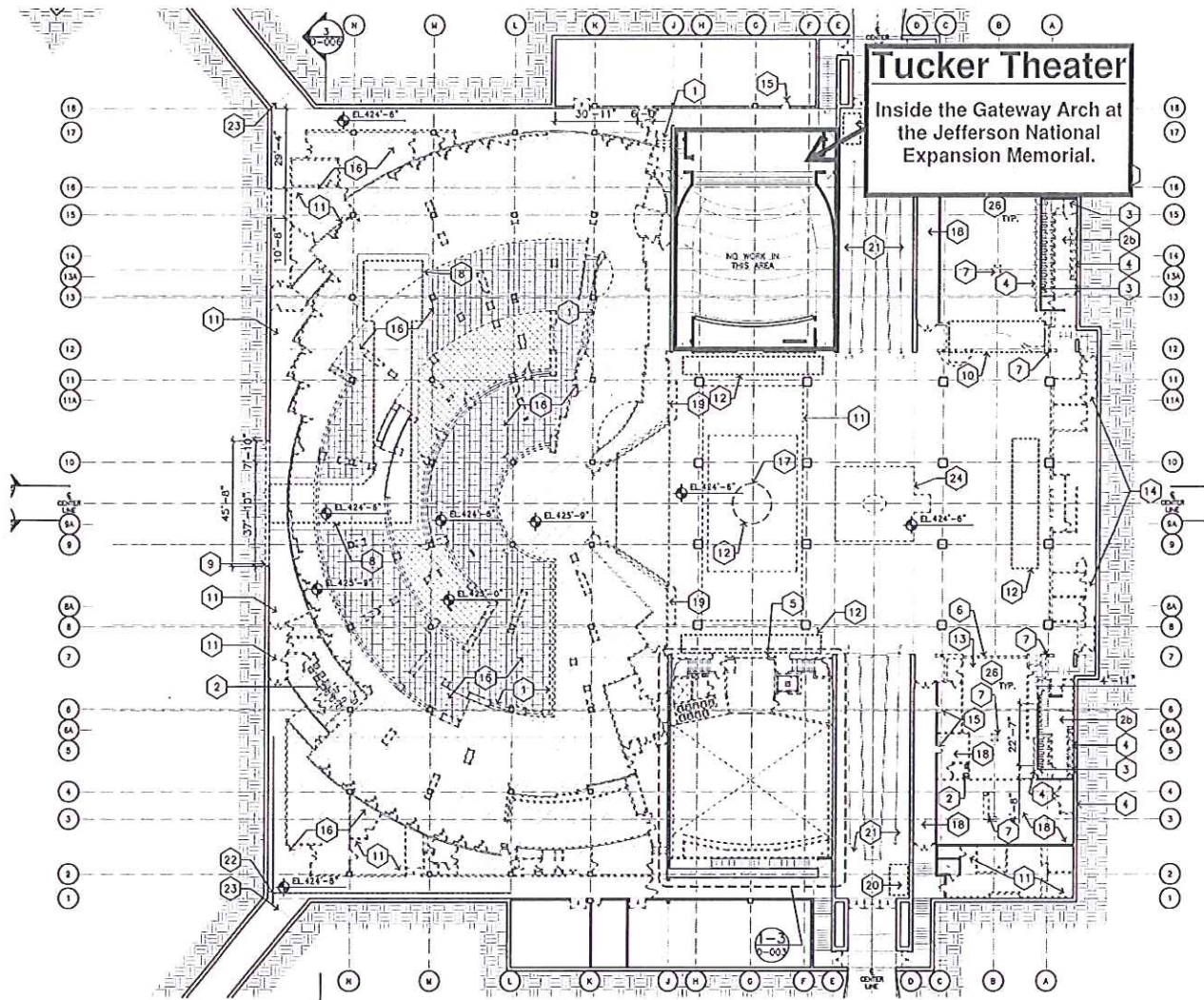
Designer	\$1,000,000
LAC Support	\$ 50,000
NPS-JNEM Contract with HFC	\$ 50,000
<u>BSDA Admin</u>	<u>\$ 25,000</u>
<b>Phase Subtotal</b>	<b>\$1,125,000</b>

**Phase III**

Construction and Installation	\$5,000,000
Video Production	\$1,000,000
Support – Designer	\$ 375,000
Support - LAC	\$ 50,000
NPS_JNEM Contract with HFC	\$ 50,000
<u>BSDA Admin</u>	<u>\$ 100,000</u>
<b>Phase Subtotal</b>	<b>\$6,575,000</b>

<b>Total Project Budget</b>	<b>\$8,000,000</b>
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ATTACHMENT C – SITE PLAN/MAP





**ATTACHMENT D – CONTRACTOR CERTIFICATION FORM**

[INSERT CONTRACTOR'S NAME] ("Contractor") agrees and certifies that any contract between the Contractor and The Bi-State Development Agency of the Missouri-Illinois Metropolitan District ("BSDA"), or any subcontract between the Contractor and a subcontractor, including any associated addendum, attachment, exhibit, modification, or change order thereto, whether executed in writing or not, must be consistent with the terms of the Design and Construction Agreement ("Design and Construction Contract") between the BSDA and the National Park Service, dated \_\_\_\_\_.

The Contractor agrees and certifies that in the event of a conflict between the Design and Construction Agreement, as it may be amended from time-to-time, and any contract or subcontract relating to the Design and Construction Agreement to which the Contractor is a party, the terms of the Design and Construction Agreement will control.

The Contractor agrees that any provision of the Design and Construction Agreement that purports to apply to a BSDA contractor or any subcontractor is binding on the Contractor, whether or not that provision is included in a contract between BSDA and the Contractor.

Nothing herein is intended to prohibit the Contractor from seeking payment from BSDA in association with potential modifications to the Design and Construction Agreement, consistent with law and the payment terms of its contract with BSDA. BSDA will promptly provide the Contractor with copies of any modifications to the Design and Construction Agreement.

The Contractor agrees and certifies that it has received a copy of the Design and Construction Agreement and that it has reviewed that Design and Construction Agreement. The Contractor will provide certification of receipt of any modifications to the Design and Construction Agreement provided by BSDA upon request of BSDA.

\_\_\_\_\_  
Name, Title  
The Bi-State Development Agency  
of the Missouri-Illinois Metropolitan District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title  
Contractor

\_\_\_\_\_  
Date



**Open Session Item**

**9(f)**

**Bi-State Development  
Board of Commissioners  
Agenda Item  
September 23, 2016**

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**From:** John M. Nations, President and CEO  
**Subject:** **Design and Construction Agreement for Jefferson National Expansion Memorial Signage Design, Fabrication, and Installation**  
**Disposition:** Approval  
**Presentation:** Jennifer Nixon, Executive Director Tourism Innovation, and Chance M. Baragary, Manager Gateway Arch Construction

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**Objective:**

To present to the Board of Commissioners a request for approval of a Design & Construction Agreement for the Jefferson National Expansion Memorial (**JNEM**) Signage Design, Fabrication, and Installation, a project which will implement identification and wayfinding signage throughout the JNEM site.

**Committee Disposition:**

This item was presented and discussed at the Operations Committee on August 16, 2016. The Committee voted to recommend that the Board of Commissioners approve the Design & Construction Agreement for the JNEM Signage Design, Fabrication and Installation.

**Board Policy:**

No Board Policy applies, however, Missouri Revised Statutes §70.220 and §70.230 require agreements between municipalities and other units of government to be approved by the Governing Board of such entity. The National Park Service (**NPS**) is a bureau in the United States Department of the Interior.

**Funding Source:**

Per the Design and Construction Agreement, this project will be fully funded by the JNEM Beneficial Fund.

**Background:**

As the City-Arch-River (**CAR**) grounds projects are completed, the National Park Service wishes to provide signage within the JNEM grounds. Prior to initiation of the CAR projects, the NPS created a sign program and had signage designed, but the project was shelved when the CAR projects began. Now that phases of the CAR effort are nearing completion, the NPS wishes to utilize the previously designed signage plan, modifying only as necessary to fit the new park configuration.

**Analysis:**

This project approach is as follows:

- Utilize the previously approved signage design, updating as necessary to reflect new site layout, programming needs, and intended visitor flow, i.e. new west entrance to Arch, no on-site parking, integration with Wayside signs that are being installed as part of the grounds project, etc.
- Bi-State Development to issue two outside solicitations - the first for a Sign Consultant to update the previous design, the second for a Sign Contractor to facilitate sign fabrication and installation.

The expected total cost of this project is \$590,000. Funds are available in the JNEM Beneficial Fund to offset these costs. The intended signage will bring value to the park by improving the visitor experience.

**Board Action Requested:**

Approval by the Board of Commissioners of the Design & Construction Agreement for the Jefferson National Expansion Memorial (**JNEM**) Signage Design, Fabrication, and Installation, a project which will implement identification and wayfinding signage throughout the JNEM site.

Attachment 1 – Design and Construction Agreement with National Park Service for JNEM Signage Design, Fabrication & Installation

**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF THE BI-STATE DEVELOPMENT AGENCY  
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT  
APPROVING THE DESIGN AND CONSTRUCTION AGREEMENT WITH  
THE NATIONAL PARK SERVICE FOR THE JNEM SIGNAGE PROJECT**

**PREAMBLES:**

*Whereas*, the Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the “Agency”/ “BSD”) is a body corporate and politic, created by an interstate compact between the States of Missouri and Illinois, acting by and through its Board of Commissioners (the “Board of Commissioners”); and

*Whereas*, the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the “Compact”) to purchase or lease, sell or otherwise dispose of, and to plan, construct, operate and maintain, or lease to others for operation and maintenance, passenger transportation facilities, and motor vehicle and other terminal or parking facilities; to contract with municipalities or other political subdivisions for the services or use of any facility owned or operated by the Agency, or owned or operated by any such municipality or other political subdivision; to contract and to be contracted with; and to perform all other necessary and incidental functions; and

*Whereas*, no Board Policy applies. However, Missouri Revised Statutes § 70.220, and § 70.230 require agreements between municipalities or other units of government to be approved by the Governing Board of such entity; and

*Whereas*, per the Design and Construction Agreement with the National Park Service this Project will be fully funded by the Jefferson National Expansion Memorial (JNEM) Beneficial Fund; and

*Whereas*, now that the Gateway Arch grounds renovation is nearing completion, the National Park Service wishes to utilize a previously designed signage plan, modifying only as necessary to fit the new grounds configuration. The Signage Project will implement identification and wayfinding signage throughout the JNEM site; and

*Whereas*, under the JNEM Signage Project the Agency will issue two outside solicitations, one for a Sign Consultant to update previous sign designs and the second for a Sign Contractor to facilitate sign fabrication and installation. The expected total cost for this Project is \$590,000; and

*Whereas*, is feasible, necessary and in the public interest for the Agency to approve the Design and Construction Agreement with the National Park Service for the Jefferson National Expansion Memorial Signage Design, Fabrication and Installation Project, in accordance with the terms and conditions described herein.

**NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:**

Section 1.        Findings. The Board of Commissioners hereby finds and determines those matters set forth in the preambles hereof as fully and completely as if set out in full in this Section 1.

Section 2.        Approval of the Agreement. The Board of Commissioners hereby approves the Design and Construction Agreement with the National Park Service for the Jefferson National Expansion Memorial Signage Design, Fabrication and Installation Project, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.



Section 3.        Form of the Agreement. The form of the Agreement (attached hereto as Attachment 1 and made a part hereof), in substantially the form presented to this meeting is hereby approved, and officers of the Agency, including without limitation, the President and CEO, are hereby authorized and directed to execute and deliver and attest, respectively, the Agreement, with such changes, modifications, insertions and omissions as may be deemed necessary or desirable to effect the Agreement, with the necessity or desirability of such changes, modifications, insertions and omissions being conclusively evidenced by their execution thereof.

Section 4.        Actions of Officers Authorized. The officers of the Agency, including, without limitation, the President and CEO, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and the Agreement and the execution of such documents or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 5.        Severability. It is hereby declared to be the intention of the Board of Commissioners that each and every part, section and subsection of this Resolution shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Commissioners intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Resolution shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the intent of this Resolution.

Section 6.        Rights Under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency and the National Park Service.

Section 7.        Governing Law. The laws of the State of Missouri shall govern this Resolution.

Section 8.        No Personal Liability. No member of the Board of Commissioners, officer, employee or agent of the Agency shall have any personal liability for acts taken in accordance with this Resolution.

Section 9.        Payment of Expenses. The Senior Vice President and CFO is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to this Resolution and the Agreement.

Section 10.       This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 23<sup>rd</sup> day of September, 2016.

**THE BI-STATE DEVELOPMENT AGENCY OF THE  
MISSOURI-ILLINOIS METROPOLITAN DISTRICT**

By \_\_\_\_\_  
Title \_\_\_\_\_

[SEAL]

ATTEST:

By \_\_\_\_\_  
Deputy Secretary to the Board of Commissioners

**Open Session Item 9(f)**

**Attachment**

**DESIGN AND CONSTRUCTION AGREEMENT**

**Between**

**NATIONAL PARK SERVICE  
UNITED STATES DEPARTMENT OF THE INTERIOR**

**and**

**THE BI-STATE DEVELOPMENT AGENCY  
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT**

**For**

**JEFFERSON NATIONAL EXPANSION MEMORIAL  
SIGNAGE DESIGN, FABRICATION, & INSTALLATION  
PMIS 234194**

This Design and Construction Agreement (the "Agreement") is hereby entered into between The Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the "BSDA") and the National Park Service ("NPS") (each a "Party", and jointly the "Parties") and establishes the terms and conditions under which the BSDA will contract for the planning, design, fabrication, and installation of the signage for the Jefferson National Expansion Memorial (the "Park"). A project description is provided in Attachment A, attached hereto and made a part hereof (the "Project"). This Agreement is executed consistent with the intent of the Jefferson National Expansion Memorial Services Agreement and the Jefferson National Expansion Memorial Fee Management Agreement between the BSDA and NPS both dated February 1, 2014 (collectively, the "Cooperative Agreement"). It is the intent of both Parties to be legally bound by this Cooperative Agreement and both expressly waive the defense of lack of consideration. The waiver of the defense of lack or failure of consideration shall inure to any assign, surety or insurer of the Parties hereto.

**ARTICLE I.        BACKGROUND**

The BSDA is a body corporate and politic, created by an interstate compact between Missouri and Illinois (Compact) under Mo. Rev. Stat. Sections 70.730 et. seq. and 45 ILL. Comp. Stat. 100/1 et. seq., and ratified by the United States Congress. Its headquarters is located at 211 North Broadway, Suite 700, St. Louis, MO 63102.

The BSDA wishes to undertake the Project and seeks to be authorized to conduct activities necessary to accomplish the planning, design, fabrication and installation of the Project. The Project includes all labor, travel, and expenses related to the planning, design, engineering, development of the bid documents, and the fabrication/installation/construction associated with the Project.

This Agreement establishes the obligations and understandings of the BSDA and the NPS regarding BSDA's completion of the Project, in accordance with a design approved by the NPS and the intent of the Cooperative Agreement, and in compliance with applicable laws, regulations, government policies, and Park management plans. This Agreement is consistent with the intent of the Cooperative Agreement; however, this Agreement is not to be construed as amending or modifying the terms of the Cooperative Agreement in

any manner. This Agreement and the Cooperative Agreement are separate, independent agreements between the NPS and the BSDA and neither this Agreement nor the Cooperative Agreement are to be considered incorporated into one another.

## **ARTICLE II.           DEFINITIONS**

As used in this Agreement, the following terms shall have the following meanings, and are applicable to both capitalized and non-capitalized forms of the term, and to both the singular and plural forms of the term:

"Contractor" means any entity (including without limitation, general Contractors and subcontractors, vendors, suppliers, architectural and engineering firms, landscape architecture firms, design firms, exhibit fabricators, or other professional service firms) retained by BSDA or its agents to provide any design-related or construction-related, labor, materials, products, or services for the Project.

"Construction" means any fabrication, installation, improvements to, or modification of NPS real property or personal property, including any ground or site disturbance for the Project.

"Construction Document" means the drawings and specifications generated in association with this Agreement that fully describe the construction work to be completed.

"Cost Estimate" means a cost estimate appropriate for the level and complexity of design and/or construction of the Project, as determined by NPS, including NPS designated Class C estimates for Conceptual Design; Class B estimates for Design Development; and Class A estimates for Construction Documents.

"Design" defines the construction requirement (including the functional relationships and technical systems to be used, such as architectural, landscape architectural, environmental, structural, electrical, mechanical, and fire protection), producing the technical specifications and drawings, and preparing the construction cost estimate for the Project. Design includes the development of a range of conceptual alternatives through a variety of means including design, design build or design competition; at the sole discretion of NPS, the development of regulatory compliance documentation for NPS review and approval, including National Environmental Policy Act and National Historic Preservation Act documentation; value analysis and alternative refinement during schematic design and design development; required NPS design-related reviews and approvals; and the preparation of Construction Documents.

"Project Development Plans" contain detailed instructions regarding project-specific design and construction and are attached to most Partner Construction Contracts. Project Development Plans generally address (1) design elements and NPS construction standards that must be addressed in Project designs, (2) NPS's Development Advisory Board reviews, and (3) Project deliverables and delivery dates.

"Third-Party Contract" means any contract between BSDA and any contractor, furnishing planning, design, construction, labor, supplies or services for the Project.

## **ARTICLE III.           RESPONSIBILITIES OF THE PARTIES**

A. Pursuant to this Agreement, the NPS shall –

1. Timely review and, in writing, approve or deny:

- a. Any Third-Party Contract to determine whether the Third-Party Contract is appropriate and consistent with this Agreement. NPS may, at its sole discretion, decline to review a Third-Party Contract. If NPS

declines to review a Third- Party Contract, NPS will notify the BSDA of its decision in writing.

- b. All Designs, Construction Documents, including without limitation, plans, construction drawings, engineering documents, environmental compliance documents, change orders and Cost Estimates generated by the BSDA or the BSDA's Contractors. NPS may, in its discretion, identify in writing categories of *de minimus* activities, such as minor change orders, that do not require NPS approval.
2. Monitor the general implementation of the Project, to include periodic inspection and tests for compliance with the requirements of this Agreement, Designs, Construction Documents, any Project implementation plan or applicable special use permit, and relevant laws, regulations, and policies.
3. Inspect each successively constructed section of the Project to determine whether to accept it as complete. In the event that NPS cannot accept any section of the Project as complete, NPS must identify in writing what the BSDA must accomplish, subject to the availability of funds from the Project Account (as defined below) to allow NPS to accept it as complete.
4. Notify the BSDA of any change in NPS policy that may affect implementation of this Agreement.
5. Subject to the availability of appropriations, undertake NPS activities identified in this Agreement.
6. Hereby approve access to the Park as needed by the BSDA to accomplish work under this Agreement.

B. Pursuant to this Agreement, the BSDA shall—

1. Ensure that the Project meets NPS standards and requirements.
2. Undertake each phase, as outlined in Attachment A, of the Project without the transfer of congressionally appropriated funds from NPS to BSDA. BSDA will finance the Project design, with and only to the extent funds are available from the JNEM Beneficial Fund (the Beneficial Fund") held by the Parties pursuant to the Cooperative Agreement. Under no circumstances shall the BSDA be required to pay for Project costs using Agency funds. In order to make funds available for each phase of the Project, NPS and the BSDA shall disburse a sufficient amount of no less than the amounts indicated for each phase in Attachment A (collectively the "Project Funds") from the Beneficial Fund into a mutually agreeable project account (the "Project Account").
3. Notify the NPS in a timely manner of the dates needed for access to the Park to accomplish the Project in accordance with applicable law, the NPS policies, and the terms of this Agreement. Ensure that BSDA's Contractors and any subcontractors do the same.



4. Undertake and complete the Project identified in this Agreement and Attachments hereto in a timely manner, solely from funds in the Project Account.
5. Provide to the NPS, prior to entering into any contract or agreement between the BSDA and any Third-Party related to the Project, a copy of the proposed Third-Party Contract.
6. Execute any Third-Party Contract only after receiving either written NPS approval or written notification that NPS will not review the proposed Third-Party Contract.
7. Provide to the NPS in advance of entering into any Third-Party Contract, written certification that--
  - a. The Contractor:
    - i. Has all required licenses to do the work contemplated by the agreement in the state(s) in which the work will be performed;
    - ii. Is not suspended or debarred from federal contracting; and
    - iii. Demonstrates relevant experience and competence to perform the work contemplated in the Third-Party Contract.
  - b. The BSDA, with NPS hereby acknowledging that the BSDA will follow the BSDA's procurement policy to select all contractors for the Project:
    - i. Used competition in selecting the Contractor to perform the work;
    - ii. Has taken measures to avoid or mitigate conflicts of interest; and
    - iii. Has incorporated provisions reflecting best practices in contract management and project administration into the Third-Party Contract.
8. Make the NPS an express third-party beneficiary of all Third-Party Contracts, and require that all Third-Party Contracts contain the following clause:

"The National Park Service is a third-party beneficiary of this contract, with all legal rights associated with that status, including the right to enforce the contract."
9. Submit all Design and Construction Documents for NPS approval prior to the commencement of construction.
10. Ensure and cause its Contractors to ensure that the Project Design complies with:
  - a. All applicable laws, regulations, rules, orders, or other legal requirements;
  - b. All applicable building codes and environmental, cultural, safety, accessibility, and sustainable design requirements; and
  - c. NPS management documents.

11. Prior to initiating work on the Project, the BSDA and NPS shall deposit the Project Funds from the JNEM Beneficial Fund into the Project Account in such a manner that the BSDA has full access to all Project Funds necessary to pay for and complete the Project and all expenses associated with the Project.
12. Undertake the Project only when all necessary written NPS approvals have been obtained. NPS shall respond in a timely fashion to BSDA's requests for approvals.
13. Require Contractor(s) to establish and maintain, throughout the course of the Project, (i) security in favor of the United States in the form of a surety bond guaranteeing performance (performance bond) of the BSDA's obligations under this Agreement, or where a Contractor obtains the performance bond, the Contractor's performance of its contract with the BSDA, and (ii) a payment bond assuring payment of all persons supplying labor and material in the execution of the work undertaken for the Project, with the following conditions:
  - a. All bonds shall be in an amount equal to 100% of the total cost of the section of the Project addressed by the contract as approved by the NPS. The NPS may require additional performance and payment bond protection if the estimated costs increase during Project planning or construction;
  - b. All bonds shall be in the form of a firm commitment, supported by corporate sureties that appear on the list contained in Treasury Department Circular 570;
  - c. No term of any bond obtained pursuant to this Article shall be inconsistent with the term of this Agreement; and
  - d. Should any bond issued pursuant to this section be canceled or withdrawn, the BSDA must immediately notify the NPS in writing.
14. Include the following requirements identified in quotations verbatim in any Third-Party Contract for the performance of any work or for fulfilling any obligation related to the Project:

*"The Contractor agrees —*

- a. To comply with all applicable laws, regulations, rules, orders, other legal requirements, the BSDA policies, and NPS policies;*
- b. To comply with the terms and conditions of any scope-of-work, Project designs, Construction Documents, Project development plan, Project implementation plan, or special use permits, etc., relating to the Project;*
- c. To follow any National Park Service (NPS) order to suspend work;*
- d. To obtain and provide all warranties that would be given in normal commercial practice from subcontractors, manufacturers or suppliers for work performed and materials furnished:*
  - i. For a period of not less than one year; and*

- ii. Executed, in writing, for the benefit of the BSDA and the United States;
- e. To be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence because of, or in any way growing out of or connected to the Project;
- f. To waive any defense to any claim of breach or negligence based on the Contractor's alleged reliance on the BSDA's or NPS' Project monitoring, inspections or tests. All monitoring, inspections or tests are for the sole benefit of the BSDA and / or NPS and do not relieve the Contractor of responsibility for (i) providing adequate quality control measures, or (ii) ensuring against damage or loss prior to Project acceptance. In addition, such monitoring, inspections or test do not imply Project acceptance by either the BSDA or NPS, nor does it affect the continuing rights of the BSDA or NPS after Project acceptance;
- g. That neither the BSDA's nor NPS' review, approval or acceptance of, nor the BSDA's payment for, Contractor services shall be construed to operate as a waiver of any rights of the BSDA or NPS, nor of any cause of action that the BSDA or NPS may have, and the Contractor shall be and remain liable to the BSDA and the NPS in accordance with the terms of this Contract and applicable law for all damages for which the Contractor is legally responsible;
- h. That in the event of a conflict between the provisions of this Contract and the provisions of the Design and Construction Agreement between NPS and the BSDA, dated \_\_\_\_\_, to recognize that the terms of the Design and Construction Agreement controls;
- i. To obtain and maintain insurance consistent with the requirements of the Design and Construction Agreement between NPS and the BSDA, dated \_\_\_\_\_;
- j. That it has no recourse against the United States with respect to any aspect of construction activities and shall not do anything to cause a lien to be placed upon, or otherwise to encumber, any land, structures, fixtures, or improvements associated with this Contract; and
- k. To be jointly and severally liable under this Contract if the Contractor is comprised of more than one legal entity."

15. In addition to the provisions of Paragraph 14 (above), any Third-Party Contract for the provision of architectural or engineering services must contain verbatim the following provisions identified in quotations:

"The Contractor agrees —

- a. To comply with all applicable laws, regulations, rules, orders, other legal requirements, the BSDA policies, and NPS policies;
- b. That it is solely responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Contractor and warrants that the Project can be built as designed;

- c. To correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services without any additional compensation;*
  - d. That the final signed and sealed Final Construction Documents provided by the Contractor, as reviewed and approved in writing by NPS and the BSDA are the only true contract documents of record for this Project. By submission of the Final Construction Documents to the BSDA, the Contractor warrants that all review comments have been resolved to the satisfaction of the BSDA and incorporated into the Final Construction Documents."*
- 16. Permit the NPS to monitor, inspect, and have access to the construction site and construction-related materials and documents during normal business hours or as required.
  - 17. At no cost to NPS and/or the BSDA, promptly take steps necessary, including the suspension of work, at no cost to NPS and/or the BSDA, to address any concerns raised by NPS and/or the BSDA.
  - 18. Certify in writing that upon BSDA's acceptance of the Project as complete, all right, title, and interest to any completed construction, improvements, installations, fixtures, or associated donations, are free and clear of all debts, liabilities, or obligations.
  - 19. Waive any claim or right to any property interest, including use rights, or to compensation for any Project components provided to NPS by or on behalf of the BSDA.
  - 20. Comply with, and cause its contractors to comply with, the wage requirements of the Davis Bacon Act, 40 U.S.C. § 3142 *et seq.*, and the relevant Department of Labor regulations, 29 C.F.R. Part 5.
  - 21. Act in accordance with any Project development plan, Project implementation plan or special use permit that may be in place at the time of the execution of this Agreement, or that is subsequently agreed to by the Parties for the furtherance of the Project.
  - 22. Ensure that no Third-Party Contract contains a binding arbitration clause or other clause that may interfere with NPS' ability to seek judicial review in its capacity as a third-party beneficiary to the Third-Party Contract.
  - 23. Provide NPS with the signed Contractor Certification Form included as Attachment D to this Agreement prior to executing any Third-Party Contract.
  - 24. Provide NPS with a copy of Third-Party Contracts upon execution.

C. The BSDA and NPS jointly agree that—

- 1. The Project's overall cost is estimated to be approximately \$590,000. Prior to the BSDA initiating work on any section of the Project, both Parties must agree to deposit the Project Funds from Beneficial Fund into the Project Account.
- 2. In making programmatic and resource-related decisions, NPS is relying upon the BSDA's promise to undertake and diligently pursue the Project in accordance with this Agreement.
- 3. As long as Project Funds are available to the BSDA in the Project Account, and to the extent permitted by law, Jefferson National Expansion Memorial land and facilities shall

not be subject to liens by the BSDA or any Contractors, or any other third-parties as a result of the Project and the BSDA shall have the right to contest any such liens.

4. The BSDA and NPS are not establishing a joint venture, a joint enterprise or other entity by entering into this Agreement and neither is liable for the contracts or actions of the other Party relating to this Agreement.
5. NPS review and approval of documents pursuant to Article III.A.1 of this Agreement shall not be construed to operate as a waiver of any rights of the NPS, or a waiver of any cause of action that NPS may have, arising under this Agreement or any Third-Party Contract.

#### **ARTICLE IV.            ATTACHMENTS**

A Project description is provided in Attachment A. A description of the financing of the Project is provided in Attachment B. A Site Plan/Map of the Project is provided in Attachment C. The Contractor Certification Form is included as Attachment D. Attachments A-D are hereby incorporated into this Agreement.

#### **ARTICLE V.            KEY OFFICIALS**

- A. Key Officials: The personnel specified below are considered essential to successful coordination and communication between the BSDA and NPS for the work to be performed under this Agreement. Upon written notice to the other Party, either Party may designate an alternate to act in the place of the designated Key Official(s), or designate new Key Official(s).

##### **For the BSDA:**

Name: Jennifer H. Nixon  
Title: Executive Director, Tourism Innovation  
Address: 211 N. Broadway, St. Louis, MO 63102  
Phone: 314 982 1400, ext. 1675  
Fax: 314 335 3438  
E-mail: [jsnixon@bistatedev.org](mailto:jsnixon@bistatedev.org)

With two originals to John Nations, President and CEO at the above BSDA mailing address and email addresses as follows: [jmnations@bistatedev.org](mailto:jmnations@bistatedev.org).

##### **For the National Park Service:**

Name: Michael M. Ward  
Title: Superintendent  
Address: Jefferson National Expansion Memorial, 11 N. Fourth St., St. Louis, MO 63102  
Phone: 314 655 1611  
Fax: 314 655 1641  
E-mail: [mike\\_ward@nps.gov](mailto:mike_ward@nps.gov)

Name: Franklin D. Mares  
Title: Deputy Superintendent  
Address: Jefferson National Expansion Memorial, 11 N. Fourth St., St. Louis, MO 63102  
Phone: 314 655 1633  
Fax: 314 655 1641  
E-mail: [frank\\_mares@nps.gov](mailto:frank_mares@nps.gov)



- B. Notices: Any notice from one Party to the other Party required or provided in association with this Agreement shall be delivered in writing, by mail, personal delivery, electronic delivery or other appropriate means, to the Key Officials of the other Party, at the address or contact number indicated in this Article, or at such other address or contact number for such Key Officials as may be provided from time to time, and shall be considered delivered upon receipt at the office of such Key Officials.

## ARTICLE VI. TERM OF AGREEMENT

Unless modified by the parties in writing, or unless terminated by operation of the terms of this Agreement, this Agreement shall be in effect for a period of two (2) years beginning on the date of the last signature hereto. Nothing in this Article shall alter or affect the term of any bond or insurance coverage obtained in furtherance of the Project.

## ARTICLE VII. INSURANCE AND INDEMNITY

### A. Insurance

1. All contractors must comply with all insurance related provisions of this Article. All contractors are responsible for ensuring that these insurance requirements are included, as appropriate, in their respective contracts with subcontractors. Unless otherwise specified herein, the term "contractor(s)" as used in this Article means entities providing any construction, utility, architectural, engineering, or design related labor, materials, products, or services.
2. NPS will not be responsible for any omissions or inadequacies of any insurance coverage or amounts in the event that insurance purchased by BSDA's contractor proves to be inadequate or insufficient for any reason.
3. All contractors must acquire and maintain the following insurance and comply with the following associated requirements:
  - a. All contractors must have appropriate insurance including coverage for commercial general liability, contractual liability, automobile, and excess or umbrella coverage, from a responsible company or companies. Unless higher limits are required by the NPS in writing, commercial general liability insurance and automobile insurance shall each have a minimum limitation of One Million Dollars (\$1,000,000) combined single limit one claim, and an annual aggregate limitation of Three Million Dollars (\$3,000,000) for any number of claims arising from any one incident. Insurance must be acquired prior to the initiation of any in-park activities and must be maintained until the Project is accepted as complete by NPS. The contractor and subcontractors will also obtain Worker's Compensation insurance for the MO Statutory limit and for Employer Liability of \$500,000. BSDA and NPS shall be named as Alternate Employers on WC Endorsement WC 00 03 01.
  - b. The BSDA's Prime Contractor or General Contractor must have Builder's Risk Insurance or an Installation Floater sufficient to cover the replacement cost of the section of Project addressed by their contract(s).

- c. Contractors must have appropriate insurance coverage when warranty work is conducted. This provision shall survive termination or expiration of this Agreement. Warranty work requires the Superintendent's prior approval.
  - d. Contractors providing architectural or engineering service must have Professional Error and Omissions Insurance coverage that, at a minimum, conforms to the requirements of applicable state law and provides limits of \$1,000,000 per claim and an annual aggregate of \$1,000,000.
  - e. Where a contractor is authorized to utilize NPS structures or facilities in conjunction with this Agreement, the contractor shall procure and maintain, at its sole cost and expense, fire and hazard protection insurance in an amount equal to the replacement cost of structures or facilities utilized. This insurance shall be maintained for the term of use.
4. First Party (property) insurance shall name BSDA and NPS as Loss Payees. Third Party (liability) insurance (with the exception of Professional Liability and Workers' compensation) shall name BSDA and NPS as Additional Insureds.
  5. All insurance policies (with the exception of Workers Compensation) required by this Agreement shall name the United States as an Additional Insured and shall specify that the insurer has no right of subrogation against the United States. If in NPS' judgment the contractor is unable to meet its obligation to correct the damage, harm, or deficiencies at issue, NPS may file insurance claims and use insurance proceeds consistent with law and NPS policies.
  6. All insurance policies of or on behalf of the BSDA required in this Agreement or the Project documents shall contain the following language: "This insurance policy does not apply to any claim or suit which is barred by the doctrines of sovereign immunity or official immunity but we will have the right and duty to defend any suit. No provision of this endorsement or of the policy, to which it is attached, shall constitute a waiver of our right, or the right of any of our employees in the course of their official duties, or the right of any insured, to assert a defense based on the doctrines of sovereign immunity or official immunity for any monetary amount whatsoever."
  7. Prior to beginning the work authorized herein, the BSDA shall provide the NPS with copies of Certificates of Insurance demonstrating that the contractors have acquired all insurance required by this Article. Insurance coverage shall be reviewed every year beginning on the date of execution of this Agreement and shall be modified if necessary to ensure consistency with generally accepted insurance practices, the BSDA policies and NPS policies. The BSDA and contractors must immediately notify NPS if an insurance policy is canceled or terminates for any reason.
8. Insurance Carrier Requirements:
    - a. Each issuer of the insurance required by this Article must be rated no lower than A- by the most recent edition of the A.M. Best's Key Rating Guide (Property-Casualty Edition).
    - a. All insurers for all coverage must have a Best's Financial Size Category of at least VII according to the most recent edition of A.M. Best's Key Rating Guide (Property-Casualty Edition).
    - b. All insurers must be admitted, licensed, and approved to operate in Missouri.

9. BSDA is not required to obtain insurance under this section because BSDA asserts that it is self-insured.

B. Contractor Liability

BSDA will include the following indemnification language in all contracts associated with this Project:

1. *The Contractor assumes liability for and does hereby agree to save, hold harmless, defend and indemnify the BSDA and United States of America, its agents and employees from and against any and all liabilities, obligations, losses, damages or judgments (including without limitation penalties and fines), claims, actions, suits, costs and expenses (including without limitation attorneys' fees and experts' fees) of any kind and nature whatsoever including fire or other peril, bodily injury, death, or real, personal, or intellectual property damage of any nature whatsoever, and by whomsoever made, in any way arising out of any act or omission of the Contractor, or the Contractor's employees, agents or subcontractors in furtherance of the Project. This indemnification shall survive the termination or expiration of this Agreement.*
2. *The Contractor must pay the United States the full value of all damages to the lands or other property of the United States directly caused by the Contractor, its employees, agents, representatives, or subcontractors in connection with any activities under this Agreement.*
3. *The Contractor must pay the BSDA the full value of all damages to the property of the BSDA directly caused by the Contractor, its employees, agents, representatives, or subcontractors in connection with any activities under this Agreement.*
4. *The Contractor must cooperate with the NPS and the BSDA in the investigation and defense of any claims that may be filed with or against the NPS and/or BSDA arising out of the activities of the Contractor, or the Contractor's employees, agents, representatives, or subcontractors.*

C. BSDA Indemnity

To the fullest extent permitted by applicable law, BSDA shall indemnify and hold harmless NPS, its officers, directors, employees, agents, servants, successors and assigns from and against any and all direct loss, claim or damage, relating to, based upon or arising out of the negligent acts or omissions of BSDA, its officials or employees, arising out of the performance of this Agreement and no indemnification will be provided for consequential or punitive damages. By execution and performance of this Agreement, BSDA does not intend to, nor shall it be deemed to have waived or relinquished any immunity or defense on behalf of itself, its commissioners, officers, directors, employees, agents, servants, successors or assigns, as a result of the execution of this Agreement and performance of the functions or obligations described herein.

ARTICLE VIII. CONFIDENTIAL AND PROPRIETARY INFORMATION AND INTELLECTUAL PROPERTY

- A. With respect to confidential and proprietary information and intellectual property created in association with this Agreement the BSDA agrees that --

1. NPS Review of Bid Proposals

- a. The BSDA will receive all bid proposals, associated documents, and other communications from bidders and provide copies of them to the NPS Key Official

identified in this Agreement so that they may be distributed to appropriate NPS personnel for review. Any information delivered in writing or by other tangible form from the BSDA to NPS, or from NPS to the BSDA, that is to be considered Confidential Information must be conspicuously labeled on every page as "Confidential and Proprietary" at the time of delivery. If proprietary information is delivered orally by either the BSDA (including information provided by the bidder) or NPS, the BSDA or NPS (as the case may be) must identify such information at the time of disclosure, subsequently reduce it to writing, label it "Confidential and Proprietary," and provide this writing to the appropriate Key Official.

- b. Each Party will implement reasonable internal controls to protect confidential information in its possession. The BSDA will destroy Confidential Information provided by losing bidders after termination of the bid selection process, unless the respective Key Official has been provided a written request that the Confidential Information be returned at the time it is received by the Key Official. NPS' retention, disclosure and destruction of materials are governed by applicable federal law.
- c. Both Parties will ensure their compliance with applicable state or federal law. Confidential Information does not include information that:
  - i. Is generally known and available in the public domain through no fault of the receiver;
  - ii. Was known by the receiver prior to the date of disclosure;
  - iii. Was received from a third party without any obligation of confidentiality; or
  - iv. Was independently developed without reliance on Confidential Information.
- d. In all bid solicitations, the BSDA shall notify bidders of all provisions in this Article VIII that affect their interests, and shall provide that all such provisions will be binding on all bidders including the winning Contractor.
- e. This Article VIII.A.1 shall survive termination or expiration of this Agreement.
- f. Notwithstanding anything to the contrary contained in this Agreement, the BSDA's performance of this Agreement shall be in accordance with and subject to the BSDA's procurement, records retention, intellectual property and public disclosure policies applicable to the Project.

## 2. Rights to Works Produced in the Performance Contract

- a. The BSDA is bound by the following provisions. Additionally, the BSDA will ensure that provisions b through d below are incorporated into all contracts and subcontracts with Contractors that are executed in furtherance of this Agreement. These provisions should be modified by including the BSDA's name and the Contractor's name when such provisions are inserted into any contract.
- b. NPS shall own any and all rights, titles, and interests, including any and all patents, copyrights, trademarks, trade secrets, inventions, products or other intellectual property rights created as a result of, arising from, or relating to this Agreement, including

without limitation intellectual property utilized in bid proposals and any pre-existing intellectual property belonging to the Contractor that is provided in association with the Project, provided, however, that the BSDA may request from NPS a non-exclusive license to use any intellectual property for purposes related to the BSDA's authorized purposes and mission. NPS shall consider the request for such non-exclusive license on a case-by-case basis. This provision shall survive expiration or termination of this Agreement.

- c. The BSDA and the Contractor shall fully cooperate with the NPS in the protection and enforcement of any intellectual property rights resulting from activities and services performed in connection with this Agreement. This obligation includes timely execution, acknowledgment, and delivery to the NPS of all documents and papers that may be necessary to enable the NPS to utilize in any manner any copyrights, patents, trademarks, trade secrets, and other intellectual property and proprietary rights.
- d. In the event that any invention or material created in the course of performing tasks under this Agreement or any associated agreement is patentable intellectual property, the Contractor shall report the invention or patentable intellectual property to the BSDA within thirty days of its creation. Upon receiving notice of the creation of an invention or patentable intellectual property, the BSDA will immediately report the invention or intellectual property to the NPS.

#### **ARTICLE IX. DEFAULT AND TERMINATION**

- A. In the event that the NPS reasonably believes that the BSDA is in breach of its obligations under this Agreement, the NPS must provide the BSDA written notice of such alleged breach (notice). The BSDA shall have thirty (30) days (cure period) after receipt of the notice to cure such alleged breach, or if the alleged breach cannot be cured within the cure period, the BSDA shall obtain the NPS' approval of a written remedial plan specifying the BSDA's intent to cure the alleged breach as promptly as is reasonably practical and within a deadline determined by mutual agreement.
- B. In the event that the BSDA fails to cure the alleged breach within the cure period or to diligently pursue the action detailed in the remedial plan, the NPS may, without first obtaining a judgment or declaration of breach by any court, board, arbitrator or any other adjudicator, exercise its rights to proceed against the surety bonds required in Article III.B.13.a-d of this Agreement, and / or seek any alternative or additional remedies available to it including termination of this Agreement.
- C. Either the BSDA or NPS may terminate this Agreement for any reason by providing at least 120 days prior written notice to the other party, provided that the termination will not affect NPS' responsibility to pay the BSDA from the Beneficial Fund for all work performed and costs and expenses incurred for the Project up to the effective date of the notice of termination, and for any further work required or costs and expenses incurred by BSDA in order to facilitate an orderly turnover of matters in process at the time of termination.

#### **ARTICLE X. DISPUTES, VENUE AND CHOICE OF LAW**

- A. The Parties agree that in the event of a dispute between them, NPS and the BSDA shall promptly use their best efforts to resolve the dispute in an informal fashion through communication and consultation, or other forms of non-binding alternative dispute resolution that are mutually acceptable to the parties.



- B. The Parties agree that the venue to commence litigation of any disputes stemming from this Agreement shall be a Federal court with appropriate jurisdiction.

#### **ARTICLE XI. ACCOUNTING AND REPORTS**

The BSDA and its Contractors and subcontractors shall maintain accounting books and records under a system of accounts and financial controls meeting Generally Accepted Accounting Principles, and must permit the Department of the Interior or its designee, including the NPS Comptroller and Office of the Inspector General, to verify and audit financial documents from the books, correspondence, memoranda and other records of the BSDA relating to this Agreement, during the period of this Agreement, and for such time thereafter as may be necessary to accomplish such verification. Such period shall be a minimum of three years after the Project is completed. BSDA will ensure that the requirements of this provision are incorporated into its contracts with Contractors.

#### **ARTICLE XII. COMPLIANCE WITH APPLICABLE LAW**

- A. This Agreement and performance hereunder is subject to all applicable laws and regulations whether now in force or hereafter enacted or promulgated. This Agreement and performance hereunder is also subject to applicable government policies, including without limitation the BSDA's policies. Nothing in this Agreement shall be construed as in any way limiting the general powers of the NPS for supervision, regulation, and control of its property under such applicable laws, regulations, and management policies. Nothing in this Agreement shall be deemed inconsistent with or contrary to the purpose of or intent of any Act of Congress. Notwithstanding anything to the contrary contained in this Agreement, the BSDA's performance of this Agreement shall be in accordance with and subject to the BSDA's procurement, records retention, intellectual property and public disclosure policies applicable to the Project.
- B. In addition to other laws, regulations, and policies referenced in this Agreement, the BSDA is on notice that, where applicable, it must comply with, and assist NPS in complying with additional laws, regulations, Executive Orders and policies including, but not limited to, the Americans with Disabilities Act (42 U.S.C. § 12101), Architectural Barriers Act (42 U.S.C. § 4151 *et seq.*), the Rehabilitation Act (29 U.S.C. § 701 *et seq.*, as amended), the Resource Conservation and Recovery Act (42 U.S.C. § 6901, *et seq.*), the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801, *et seq.*), the National Environmental Policy Act (42 U.S.C. § 4321, *et seq.*), the Coastal Zone Management Act (16 U.S.C. § 1451 *et seq.*), Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Safe Drinking Water Act (42 U.S.C. § 300, *et seq.*), the Endangered Species Act (16 U.S.C. § 1531 *et seq.*), the Wild and Scenic Rivers Act (16 U.S.C. § 1271, *et seq.*), the National Historic Preservation Act (16 U.S.C. § 470), the Archaeological and Historic Preservation Act (16 U.S.C. § 469), Strengthening Federal Environmental, Energy and Transportation Management (Exec. Order No. 13423), Notification of Violating Facilities (Exec. Order No. 11738), Wetlands Protection (Exec. Order No. 11990), and Flood Hazards in Floodplains (Exec. Order No. 11988).

#### **ARTICLE XIII. REQUIRED AND MISCELLANEOUS CLAUSES**

- A. Non-Discrimination: All activities pursuant to or in association with this Agreement shall be conducted without discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex, as well as in compliance with the requirements of any applicable federal laws, regulations, or policies prohibiting such discrimination.

- B. NPS Appropriations: Pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement shall be construed to obligate the government to any current or future expenditure of funds in excess or advance of the availability of appropriations from Congress. Nor does this Agreement obligate the government to spend funds on any particular project or purpose, even if funds are available.
- C. Limitations on Lobbying. BSDA agrees that it will not lobby for or otherwise seek the appropriation of funds from Congress to fund the Project under this Agreement. BSDA may not use any appropriated funds (including property, utilities, or services acquired with, or supported by, appropriated funds) to lobby or attempt to influence Congress or any official of any government.
- D. Release of Information: Except to the extent required by law, the BSDA must obtain prior NPS approval through the NPS Key Officials for any public information releases which refer to the Department of the Interior, any bureau, a park or park unit, a government employee (by name or title), or this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted with the request for approval.
- E. Merger: This Agreement, including any attachments hereto and documents incorporated by reference herein, contains the sole and entire agreement of the parties with respect to the subject matter of this Agreement.
- F. Modifications: This Agreement may be extended, renewed or amended only when agreed to in writing by the NPS and the BSDA.
- G. Waiver: If a Party fails to exercise any right or to insist that the other Party comply with any obligation, no such failure or insistence shall be a waiver of a right of a Party to demand strict compliance with each duty or obligation. No custom or practice of the Parties which varies from this Agreement shall constitute a waiver of the right of a Party to demand exact compliance. Waiver by one Party of any particular default by the other Party shall not affect or impair a Party's rights in connection with any subsequent default of the same or of a different nature, nor shall any delay or omission of a Party to exercise any rights arising from such default affect or impair the rights of that Party as to such default or any subsequent default. All waivers of any duty or obligation by a Party must be express and evidenced in writing.
- H. Effect of Approval: Any approval or consent given by the NPS regarding any Third-Party Contract or Contractor, or by operation of inspection, or any other consent or approval given by the NPS under this Agreement, or NPS' decision to decline review of a Third-Party Contract, does not relieve the BSDA or the BSDA's Contractors of responsibility for any errors or omissions, or from the responsibility to comply with the requirements of this Agreement.
- I. Effect of Acceptance: Any acceptance by the NPS of the Project or any component thereof does not relieve the BSDA, to the extent permitted by applicable law, or the BSDA's Contractors from liability for any known defect, or any latent defect, fraud, or gross mistake or negligence.
- J. Assignment: No part of this Agreement shall be assigned to any other party without prior written approval of the NPS.
- K. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a Party by facsimile transmission) as against the Party signing such counterpart, but which together shall constitute one and the same instrument.


- L. Member of Congress: Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
- M. Agency: The BSDA is not an agent or representative of the United States, the Department of the Interior, or NPS, or the Park, nor will the BSDA represent its self as such to third parties. NPS employees are not agents of the BSDA and will not act on behalf of the BSDA.
- N. Non-Exclusive Agreement: This Agreement in no way restricts the BSDA or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
- O. No Third-Party Beneficiaries: Unless expressly stated herein, nothing in this Agreement is intended to grant any rights or to provide any benefits to any third-party.
- P. Survival: Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement, shall survive expiration or termination of this Agreement.
- Q. Partial Invalidity: If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- R. Captions and Headings: The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement, nor in any way affecting this Agreement.
- S. Drug Free Workplace Act: The BSDA shall take comprehensive action to ensure the workplace is drug-free.
- T. Jointly Drafted: This Agreement shall be deemed to have been jointly drafted by both Parties and, in the event of a dispute, shall not be construed against either Party.
- U. Further Assurances: If requested by one Party, the other Party shall execute and deliver such other documents and take such other action as may be necessary to effect the terms of this Agreement.

#### ARTICLE XIV. AUTHORIZING SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date the last signature is affixed.

NPS Number JEFF16001  
BSDA Contract Number

NATIONAL PARK SERVICE

  
\_\_\_\_\_  
Michael M. Ward, Superintendent

Date 7/28/16

THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN  
DISTRICT

\_\_\_\_\_  
John M. Nations, President & CEO

**Attachments:**

- Attachment A – The Project Description
- Attachment B – Financial Obligations
- Attachment C – Site Plan/Map
- Attachment D – Contractor Certification Form

## ATTACHMENT A - PROJECT DESCRIPTION:

### JNEM SIGNAGE DESIGN, FABRICATION, & INSTALLATION

The Project consists of implementing signage throughout the JNEM grounds, from the Old Courthouse down to, but not including LKS signage, which is being completed as a separate effort. The scope will not include Kiener Plaza signage or any wayfinding to the Park. Signage is to be installed following completion of current construction efforts (the City-Arch-River project) on the Park grounds.

#### Project Approach

Utilize the sign types, fonts, and other relevant elements from the previously NPS approved Signage and Graphics Package created by Hunt Design, circa 2011. Update the Hunt design as necessary to reflect new site layout, programming needs, and intended visitor flow, i.e. new west entrance to Arch, no on-site parking, integration with Wayside signs that are being installed as part of the grounds project, etc.

BSDA will issue two outside solicitations - the first for a Sign Consultant to update the Hunt design, then second for a Sign Contractor to facilitate sign fabrication and installation.

NPS will utilize Harper's Ferry Center as consultants as appropriate throughout the design.

BSDA will contract with the Signage Consultant to: review the altered park grounds; create a comprehensive signage approach; amend the existing Hunt design as necessary; and ensure that proper signage accessibility requirements are achieved. BSDA will also coordinate with Michael Van Valkenburgh Associates, Inc. (the City-Arch-River Landscape Architect) to resolve sign locations, avoid underground conflicts, and understand soil parameters. The Signage Consultant will create drawings, specifications, and develop a fabrication and installation cost estimate. Their services will be retained throughout construction for submittal review, Request for Information responses, punchlist development, etc.

BSDA will contract with a Sign Contractor for sign fabrication and installation. This will include development of shop drawings, fabrication, and footing and sign installation.

#### Anticipated Project Schedule

Signage Consultant	
Proposal from Hunt, evaluate	June 2016
RFP for new consultant if needed	July - August 2016
Design by Signage Consultant	Sept - Oct 2016
Sign Contractor IFB?	Nov 2016
Sign Contractor Notice to Proceed	Feb 2017
Install where possible	May 2017
Complete install as site becomes available	Fall 2017



**ATTACHMENT B – FINANCIAL OBLIGATIONS**

The BSDA has agreed to fund the design and construction of the Project solely with Project Funds from the JNEM Beneficial Fund which are placed into the Project Account prior to each phase.

**Project costs are estimated to be:**

Signage Consultant	\$100,000
HFC Consultation & Review	\$20,000
Signage Fabrication and Installation	\$450,000
<u>BSDA Admin</u>	<u>\$ 20,000</u>
<b>Total Project Cost</b>	<b>\$590,000</b>

NPS Number JEFF16001  
BSDA Contract Number

ATTACHMENT C – SITE PLAN/MAP



**ATTACHMENT D – CONTRACTOR CERTIFICATION FORM**

[INSERT CONTRACTOR'S NAME] ("Contractor") agrees and certifies that any contract between the Contractor and The Bi-State Development Agency of the Missouri-Illinois Metropolitan District ("BSDA"), or any subcontract between the Contractor and a subcontractor, including any associated addendum, attachment, exhibit, modification, or change order thereto, whether executed in writing or not, must be consistent with the terms of the Design and Construction Agreement ("Design and Construction Contract") between the BSDA and the National Park Service, dated \_\_\_\_\_.

The Contractor agrees and certifies that in the event of a conflict between the Design and Construction Agreement, as it may be amended from time-to-time, and any contract or subcontract relating to the Design and Construction Agreement to which the Contractor is a party, the terms of the Design and Construction Agreement will control.

The Contractor agrees that any provision of the Design and Construction Agreement that purports to apply to a BSDA contractor or any subcontractor is binding on the Contractor, whether or not that provision is included in a contract between BSDA and the Contractor.

Nothing herein is intended to prohibit the Contractor from seeking payment from BSDA in association with potential modifications to the Design and Construction Agreement, consistent with law and the payment terms of its contract with BSDA. BSDA will promptly provide the Contractor with copies of any modifications to the Design and Construction Agreement.

The Contractor agrees and certifies that it has received a copy of the Design and Construction Agreement and that it has reviewed that Design and Construction Agreement. The Contractor will provide certification of receipt of any modifications to the Design and Construction Agreement provided by BSDA upon request of BSDA.

\_\_\_\_\_  
Name, Title  
The Bi-State Development Agency  
of the Missouri-Illinois Metropolitan District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title  
Contractor

\_\_\_\_\_  
Date

**Open Session Item**

**9(g)**

**Bi-State Development  
Board of Commissioners  
Agenda Item  
September 23, 2016**

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**From:** John M. Nations, President & CEO  
**Subject:** **St. Louis Regional Freightway 2016 Freight Development Project List**  
**Disposition:** Approval  
**Presentation:** Mary C. Lamie, Executive Director, St. Louis Regional Freightway

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**Objective:**

To present the St. Louis Regional Freightway (**Freightway**) 2016 Freight Development Project List to the Board of Commissioners (**Board**) for approval.

**Committee Disposition:**

This item was presented and discussed at the Finance & Administration Committee meeting on Friday, August 26, 2016. The Committee voted to recommend that the Board of Commissioners approve this project list.

**Board Policy:**

No Board policy applies for the approval of the Freightway 2016 Freight Development Project List.

**Funding Source:**

Funding approval is not required. The projects will be funded through various sources, including federal, state and local funding and public-private partnerships.

**Background/Analysis:**

The mission of the St. Louis Regional Freightway is to develop and grow the manufacturing and the logistic industries through partnerships with public and private sector leaders. The Needs Analysis and Freight Development Committee (**NAFD**), chaired by Terminal Railroad Association of St. Louis (**TRRA**) President Mike McCarthy, is responsible for preparing the region's Freight Development Plan (**FDP**) that includes a list of multimodal transportation projects that will help grow our economy through the region's manufacturing and logistics industries. The Freight Development Plan will help drive economic growth through freight infrastructure improvements and will help raise awareness and support for multimodal infrastructure funding. Investing in our transportation infrastructure will increase the freight network's efficiency, reliability, capacity and level of service, leading to increased productivity, competitiveness, and economic growth.

NAFD committee members include a broad cross-section of industry leaders representing manufacturing, logistics, commercial real estate, workforce development, economic development organizations, academia, all modes of transportation, both the Illinois and Missouri Departments of Transportation and the East-West Gateway Council of Governments. Through these collaborative efforts, the committee prepared a priority list of multimodal transportation projects that align economic development with the region's supply chain.



The projects in the attached Freight Development Project List were developed through a request for projects throughout the St. Louis region from state and local agencies and our committee members. On February 23, 2016, the inaugural NAFD committee meeting was held, during which projects were vetted with public and private stakeholders from across the region. Selection criteria to prioritize projects was voted on and projects were ranked based on a weighted selection criteria. The project list was then coordinated with both the Missouri and Illinois Departments of Transportation, as well as the East-West Gateway Council of Governments.

On April 5, 2016, the NAFD committee reconvened to finalize the list and released the list of projects to the public during the April 2016 Freight Summit that included U.S. Department of Transportation Federal Highway Administration Administrator Gregory Nadeau. The list was also posted on the Freightway website at [TheFreightway.com](http://TheFreightway.com). Finally, the Freightway Council approved the project list during the August 17, 2016 Council Meeting.

A copy of the Freightway 2016 Freight Development Project List is included as **Exhibit A**.

**Board Action Requested:**

Approval by the Board of Commissioners of the St. Louis Regional Freightway 2016 Freight Development Project List.

**Attachments:**

**Exhibit A:** St. Louis Regional Freightway 2016 Freight Development Project List

**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF THE BI-STATE DEVELOPMENT AGENCY  
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT  
APPROVING THE 2016 FREIGHT DEVELOPMENT PROJECT LIST OF THE  
ST. LOUIS REGIONAL FREIGHTWAY**

**PREAMBLES:**

*Whereas*, the Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the “Agency”/ “BSD”) is a body corporate and politic, created by an interstate compact between the States of Missouri and Illinois, acting by and through its Board of Commissioners (the “Board of Commissioners”); and

*Whereas*, the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the “Compact”) to acquire by gift, purchase or lease, sell or otherwise dispose of, and to plan, construct, operate and maintain, or lease to others for operation and maintenance, airports, wharves, docks, harbors, and industrial parks adjacent to and necessary and convenient thereto, bridges, tunnels, warehouses, grain elevators, commodity and other storage facilities, sewage disposal plants, passenger transportation facilities, and air, water, rail, motor vehicle and other terminal or parking facilities; to contract and to be contracted with; and to perform all other necessary and incidental functions; and

*Whereas*, the mission of the St. Louis Regional Freightway (Freightway) is to develop and grow the freight industry in the St. Louis region and to optimize the region’s freight portfolio. The Freightway will work to initiate and support key public and private infrastructure projects, freight-related investments and land use requirements, in addition to marketing and advocating for the region’s freight opportunities, focusing specifically on freight industry elements of pipeline, roadways, rivers, runways and rail; and

*Whereas*, the Freightway Needs Analysis and Freight Development (NAFD) Committee is responsible for preparing the region’s Freight Development Plan which includes a list of multimodal transportation projects that will help grow the local economy through the region’s manufacturing and logistics industries; and

*Whereas*, NAFD Committee members prepared a priority list of multimodal projects, the 2016 Freight Development Project List, attached hereto as Exhibit A, which was developed through a request for projects throughout the St. Louis region from state and local agencies and the NAFD Committee members. The Freightway Council approved the Project List during its August 17, 2016 Council Meeting; and

*Whereas*, it is feasible, necessary and in the public interest for the Agency to approve the 2016 Freight Development Project List of the St. Louis Regional Freightway, attached hereto as Exhibit A, in accordance with the terms and conditions described herein.

**NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:**

Section 1. Findings. The Board of Commissioners hereby finds and determines those matters set forth in the preambles hereof as fully and completely as if set out in full in this Section 1.

Section 2. Approval of the Freight Development Project List. The Board of Commissioners hereby approves the 2016 Freight Development Project List of the St. Louis Regional Freightway, (as provided in the Exhibit A attachment to the Briefing Paper and made a part hereof), under and pursuant to this Resolution and the

Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

Section 3. Actions of Officers Authorized. The Officers of the Agency, including without limitation, the President and CEO, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution, including the payment of all costs, expenses, and fees incurred in the connection with or incidental to this Resolution; and the execution of such documents or taking of such actions shall be conclusive evidence of such necessity or advisability.

Section 4. Severability. It is hereby declared to be the intention of the Board of Commissioners that each and every part, section, and subsection of this Resolution shall be separate and severable from each and every other part, section and subsection hereof, and that the Board intends to adopt each part, section, and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Resolution shall be determined to be, or to have been, unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine the valid portions, standing alone, are incomplete and are therefore incapable of being executed in accordance with the intent of this Resolution.

Section 5. Rights Under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency, its officers and employees.

Section 6. Governing Law. The laws of the State of Missouri shall govern this Resolution.

Section 7. No Personal Liability. No member of the Board of Commissioners, officer, employee or agent of the Agency shall have any personal liability for acts taken in accordance with this Resolution.

Section 8. Payment of Expenses. The Senior Vice President and CFO is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to this Resolution.

Section 9. This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 23th day of September, 2016.

**THE BI-STATE DEVELOPMENT AGENCY OF THE  
MISSOURI-ILLINOIS METROPOLITAN DISTRICT**

By \_\_\_\_\_

Title \_\_\_\_\_

[SEAL]

ATTEST:

By \_\_\_\_\_  
Deputy Secretary to the Board of Commissioners

Open Session Item 9(g)

**Exhibit A**



## St. Louis Regional Freightway 2016 Freight Development Project List

The following Freight Development Project List includes high priority projects for the St. Louis region based on the following:

**Primary Criteria** - Economic Impact, Multimodal Impact and Efficiency Impact

**Secondary Criteria** - Strategic Alignment, Business Development Impact, and Public Safety Impact

This list will be reviewed and presented to the St. Louis Regional Freightway Council in summer of 2016. It will also be updated on an as needed basis and as new projects are evaluated based on the needs of the region's supply chain and economic growth.

### Improving the Multimodal Transportation Network:

- **Merchants Rail (TRRA) Bridge Replacement over the Mississippi River.**  
Total estimated project cost is \$222 million.
- **Replace the I-270 Mississippi River Bridge** (constructed in 1966) with a new 6-lane structure. Total estimated project cost is \$160-\$175 million.
- **I-270 widening from 4 to 6 lanes between IL 111 in Illinois and Lilac Avenue in Missouri.** Total estimated project cost is approximately \$350-\$400 million.
- **I-270 improvements from Lilac Avenue to Lindbergh Boulevard in Missouri.** The total estimated project cost is \$243 million.
- Replace Lenox Rail Tower (Union Pacific Railroad) and track switches in Mitchell, Illinois with a modern system to address existing bottleneck. Total estimated project cost is \$12-\$15 million.
- Lambert-St. Louis International Airport - North Cargo City Improvements:
  - Norfolk Southern Spur on Northern Tract. Provides rail access to new North Cargo City. Total estimated project cost is \$2.5 million.
  - Banshee Road Reconstruction. Total estimated project cost is \$9.1 million.
  - McDonnell Boulevard/Airport Road Intersection Reconstruction. Total estimated project cost is \$3 million.
  - Taxiway V Connector to Cargo Ramp. Total estimated project cost is \$6.1 million.
- Pontoon Road overpass to elevate traffic over the Alton & Southern Railroad track in Granite City, Illinois. Total estimated project cost is \$14-\$16 million.

**Note:** Project titles in **bold** indicate St. Louis Regional Freightway's highest priority projects





ST LOUIS REGIONAL  
FREIGHTWAY

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## St. Louis Regional Freightway 2016 Freight Development Project List (Continued)

### Improving Access to the Multimodal Transportation Network:

- **North Riverfront Commerce Corridor Improvements** in St. Louis, Missouri:
  - Hall Street Improvements. Total estimated cost is \$45 million.
  - Branch Street Improvements. Total estimated cost is \$5 million.
  - Municipal River Terminal Rail Access Improvements. Total estimated cost is \$5 million.
- **Relocated Illinois Route 3** in St. Clair County, Illinois from River Park Drive in East St. Louis south to Monsanto Avenue in Sauget (1.1 miles) with a 2-lane option (\$125 million) and a 4-lane option (\$170 million).
- **Falling Springs Road/Illinois Route 3 Railroad Bypass** in Sauget, Illinois. Diversion bypass loop including a structure to carry traffic from Illinois Route 3 over the A&S Railroad and TRRA. Total estimated project cost is \$20 - \$25 million. Partial funding received from the Illinois Commerce Commission.
- Interstate 255/Davis Street Ferry Road New Interchange in Dupou, Illinois. IDOT has included \$19.5 million in the MYP 2016-2021. The funding shortfall is \$7-\$9 million.
- Interstate 70 St. Louis County Improvements between Natural Bridge and Hanley Road, including the Interstate 170 Interchange. Estimated total cost of \$200 million.
- Interstate 255/Fish Lake Interchange and additional access to Union Pacific Railroad's intermodal Dupou yard in Columbia, Illinois. Estimated project cost is \$27 million
- Lambert-St. Louis International Airport - Access Improvements:
  - Cargo City Access Analysis. Aimed at finding alternatives for truck access between Cargo City and the interstate network. Total estimated cost \$250,000.
  - Fee-Fee Road Bridge Improvement. Bridges Norfolk Southern Railroad mainline and provides new intersection at Missouri Bottom Road. Total estimated cost \$10 million.
  - Gist Road Upgrade. Adds center lane to existing two lane road for trucks. Total estimated cost is \$7 million.
- **Crystal City Port Improvements** in Jefferson County, Missouri - Land acquisition and preliminary engineering for a public freight harbor that services Union Pacific and the BNSF railroads. Total estimated cost is \$8.1 million.

**Note:** Project titles in **bold** indicate St. Louis Regional Freightway's highest priority projects

Mary C. Lamie, P.E.  
Executive Director

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ST LOUIS REGIONAL  
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## **St. Louis Regional Freightway 2016 Freight Development Project List (Continued)**

### **Improving the Multimodal Transportation Network:**

- America's Central Port (ACP) rail enhancements that support the new Madison Harbor (formerly the South Harbor) in Granite City, Illinois. Total estimated cost is \$11.5 million.
- MidAmerica St. Louis Airport Distribution Improvements for a Norfolk Southern Railroad Spur. Estimated cost \$45 million.
- Boeing Composite Center Access Improvements – Roadway and rail improvements in Berkeley, Missouri. Total estimated cost is \$2.4 million.

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## Individual Project Descriptions

### *Improving the Multimodal Network*

#### **Merchants Rail Bridge (TRRA) Replacement over the Mississippi River**

The 126-year-old Merchants Bridge spans the Mississippi River between St. Louis, Missouri and Venice, Illinois, and is owned by the Terminal Railroad Association of St. Louis (TRRA). The Merchants Bridge has rail connections to Amtrak's St. Louis Station and to all six Class I railroads serving BNSF, CSX, Canadian National (CN), KCS, Norfolk Southern and Union Pacific. These railroads serve the St. Louis region's manufacturing and logistics companies that are part of an interdependent supply chain requiring access to markets on both sides of the Mississippi River, across the United States and internationally, including:

U.S. Steel in Granite City, IL	Conoco Phillip's (Largest U.S. refining facility in Wood River, IL)	Cargill	ADM
World Wide Technologies	General Motors	Hersey's	Unilever
Mallinckrodt	Bunge	AB InBev	Monsanto
SCF Lewis & Clark Marine	Afton Chemical	Boeing (Defense, Space & Security)	Kinder Morgan

As the sixth **busiest Mississippi rail bridge in the country serving the nation's third largest rail hub**, **Merchants Bridge carries over 40 million gross tons annually**, playing a critical role linking America's eastern and western freight rail networks. The TRRA interfaces with the nation's third largest inland port system, the northern most year-round ice-free Mississippi River port providing services to America's Central Port (with container on barge capacity), Kaskaskia River Port District and the St. Louis Port Authority. The Merchants Bridge is in close proximity to four interstate freight corridors **I-70, I-55, I-44 and I-64** providing national north-south and east-west access. With improvements to the bridge, an estimated 185,676 truckloads will be diverted from these highways to rail, reducing vehicle miles traveled by trucks by 74 million and saving \$63 million in roadway damage over 20 years.

The Merchants Bridge has both clearance and weight restrictions. The clearance issues prevent the crossing of two trains simultaneously, limiting the bridge to one track at all times. Since trains cannot pass on the bridge, they often come to a complete stop on or near the approach grades. Weight restrictions prevent the Merchants Bridge to accommodate modern train loads, which impose operating costs in terms of delay, braking and startup.

**The Merchants Rail Bridge replacement project** includes removal and replacement of the three river-span trusses, seismically retrofitting the existing river piers and improving the east approach. The new double track structure will provide additional capacity for increased freight and passenger rail. The double-track will also provide more reliable movements and reduce grade crossing delays for motorists and emergency vehicles. All of these benefits will help reduce stress on the National Highway Freight Network that is anticipated to grow by 125 percent by 2040. Total estimated project cost is \$222 million. If funded, construction could start late 2017 and be completed as early as 2021.

**Public-Private Partners: TRRA: \$46 mil (21%)**

**Federal Share FASTLANE: \$75 mil (34%) (MODOT/ Bi-State Development sponsors)**

**RRIF Financing paid by TRRA: \$101 mil (45%)**

**Total Cost: \$222 mil**

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**Contact: TRRA President Mike McCarthy**

**(314) 539-4704**



## Individual Project Descriptions

### *Improving the Multimodal Network*

#### **Interstate 270 Widening and Improvements in Missouri and Illinois**

The St. Louis region is home to national and international manufacturers and logistics companies that are part of the global supply chain, and they require access to markets on both sides of the Mississippi River, across the U.S. and internationally. The I-270 and I-255 outer belt freeway is a key link to the region's freight network that provides connectivity to I-55, I-44, I-70 and I-64, and it is one of the most travelled freight corridors in the St. Louis region. During morning and evening rush periods, heavy levels of traffic cause significant delays throughout the region.

The I-270/I-255 outer belt consists of a minimum of six lanes, with the exception of a four-lane section of I-270 from Lilac Avenue in Missouri to IL Route 111 in Illinois. Furthermore, the section of I-270 from Lilac Avenue to Lindbergh Boulevard in Missouri needs additional improvements to address congestion issues near the I-170 and Lindbergh interchanges.

The section of I-270 from Lindbergh Boulevard east to IL Route 111 is currently one of the most important regional freight corridors. On the Missouri side, this stretch serves major freight generators in and around Lambert – St. Louis International Airport. On the Illinois side, it feeds directly into Lakeview Commerce Center and Gateway Commerce Center, two of the region's largest and fastest growing logistics parks. The northern side of this Illinois stretch offers easy access to the Conoco Phillips Refinery in Wood River and the Triple Crown Services Intermodal Yard between the Gateway and Lakeview Commerce Centers. To the south, this stretch provides convenient access to America's Central Port and the Terminal Railroad Association's railyard in Madison, Illinois.

With freight forecasted to grow heavily in the next few decades, traffic around these freight generators and users will continue to increase. The ability for this stretch of the interstate to absorb this traffic will play a major role in the speed, efficiency and cost to move freight through the region. The following proposed improvements are considered to be a **Very High Priority** for the St. Louis Regional Freightway as part of its Freight Development Plan.



## Individual Project Descriptions *Improving the Multimodal Network*

### **Interstate 270 Widening and Improvements in Missouri and Illinois**

- **Replacement of the existing two structures carrying I-270 over the Mississippi river (constructed in 1966) and constructing a new structure** - This structure has experienced a significant increase in traffic from a projected average daily traffic (ADT) of 19,800 vehicles per day in 1975, to more than 51,000 vehicles per day today. Because the structure is nearing the end of its design life, additional repairs have become necessary and geometrics have become sub-standard. At just four lanes wide, this bridge is not prepared to handle the large freight flow increases forecasted for the region.

Expected total cost is \$160-\$175 million. IDOT MYP 2016-2021 includes \$9 million for preliminary engineering. Advanced funding for final plans to the FY 2018 annual fiscal program is requested.

**Contact:** IDOT Region 5 Engineer Jeff Keirn (618) 346-3110

- **Widening I-270 from Lilac Avenue (Missouri) to IL Route 111 (Illinois) from four to six lanes** – This project involves increasing the capacity of I-270 by increasing the number of lanes from four to six. Doing so would mean the entire I-270/I-255 belt in the St. Louis region would have a minimum of six lanes, better accommodating future freight flows while reducing congestion and bottleneck. Estimated to cost \$350-\$400 million

**Contact:** IDOT Region 5 Engineer Jeff Keirn (618) 346-3110  
MODOT Assistant District Engineer Tom Blair (314) 453-1803

- **I-270 Corridor Improvements from Lilac Avenue to Lindbergh Boulevard** - This project addresses various safety and congestion issues from Lilac Avenue to Lindbergh Boulevard. Also included are interchange improvements at Lindbergh and at I-170. Currently, both interchanges suffer from congestion issues. This is a critical bottleneck for regional freight because Lindbergh Boulevard and I-170 are the primary routes trucks take from I-270 to Lambert Airport and the surrounding logistics and manufacturing businesses. These improvements will be necessary for the regional freight system to be able to handle future forecasted traffic. The estimated total cost is \$243 million.

**Contact:** MODOT Assistant District Engineer Tom Blair (314) 453-1803





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## Individual Project Descriptions

### *Improving the Multimodal Network*

#### **Replacing the Union Pacific Railroad Lenox Rail Tower in Mitchell, Illinois**

Built in 1924, the existing Lenox Tower located at the junction of Union Pacific (UPRR) rail lines in Mitchell, Illinois controls a major railroad junction where **five** of the region's six Class 1 railroads operate services. The existing tower and its associated switching equipment are obsolete and unable to handle the traffic moving through the area.

Modernization of the Lenox interlocking will increase freight train speed limits from the 5 - 30 mph range to the 40 - 60 mph range through the intersection. Passenger train speeds could increase through this section from 40 - 60 mph range to 79 mph. This increased velocity will reduce the existing bottleneck while increasing the capacity and efficiency of the St. Louis region's rail network. Dispatching control would be automated and incorporated into Union Pacific's centralized dispatching office in Omaha, NE. This would optimize the local rail traffic, allowing the railroads to increase the velocity through the St. Louis terminal, which creates a competitive advantage with other interchange locations such as Chicago. There are an average of 46 trains passing through the Lenox Tower interlocking plant a day. This project would reduce train delay by 43 hours a week for Amtrak and freight trains.

This increase in velocity would also decrease the amount of time crossing gates are down for passing trains, thus decreasing traffic delay for the Granite City community, which would reduce emissions from idling cars. Overall, this change would allow local rail traffic flow to be better integrated into regional and system-wide patterns.

These improvements will provide more reliable on-time performance for Amtrak and help move freight rail through the region more efficiently and safely. This project is a high priority for the St. Louis Regional Freightway. Estimated to cost \$12-\$15 million to complete.

**Contact:** Union Pacific Railroad Superintendent Kelli Dunn

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## **Individual Project Descriptions** *Improving the Multimodal Network*

### **Pontoon Road Overpass over Alton and Southern Railway in Granite City, Illinois**

The Pontoon Road Overpass project will elevate traffic (9,800 ADT) over the existing Alton & Southern Railway mainline track in Granite City, Illinois. The proposed project will eliminate the additional time burden created by the ongoing expansion of the Alton & Southern Rail Yard in Mitchell, Illinois. The estimated current traffic on the crossing is 25 trains per day.

The Pontoon Road corridor is a critical route for emergency services vehicles and transportation to a nearby grade school. The project will reinstate non-hindered emergency service access to areas on both sides of the crossing lost due to the closure of the Morrison Road mainline railroad crossing. An additional mainline track at Pontoon Road is being considered, which would greatly increase the vehicle delay at the crossing. Railroads benefiting from these improvements include the UPRR and A&S RR.

The total estimated cost of this project is \$14-16 million.

**Contact:** Madison County Economic Development Austin Kornis (618) 296-4386

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## Individual Project Descriptions

### *Improving the Multimodal Network*

#### **Lambert –St. Louis International Airport - North Cargo City Improvements**

Lambert-St. Louis International Airport (STL) located in St. Louis County is Missouri's largest and most used airport. Positioned within Foreign Trade Zone 102, it is an attractive destination for logistics businesses thanks to its multimodal transportation infrastructure combined with available and accessible land for business growth.

Lambert Airport is moving forward with their international air-cargo facility, which includes construction of a new terminal with ramp for freighter aircraft. The airport is also pursuing several infrastructure projects to improve service delivery for existing air cargo facilities including FedEx, UPS and Forward Air. One of the proposed tenants is in the process of securing local approval for a "dual customs" facility capable of clearing goods moving to and from Mexico. Each of the specific high priority projects below further these goals, provide multimodal flexibility along with potential economic benefits for the region:

- **Norfolk Southern Railroad Spur on Northern Tract** - This project would involve building a 1,200 ft. long railway spur off Norfolk Southern Railroad's mainline track, connecting it to the Northern Tract of Lambert Airport. This spur would support the development of the 50-acre logistics and air cargo center being planned at this site. The total estimated cost for this project is \$2.5 million.
- **Banshee Road Reconstruction** - This project would entail rebuilding Banshee Road to accommodate heavy commercial truck traffic. While recently resurfaced, the three-lane road has issues with drainage and road geometry that makes it un conducive to major freight flows. This project would help support the planned cargo development at the airport, along with potential development along the airport's Northern Tract. Project scope also includes a structure over Coldwater Creek. The total estimated cost for this project is \$9.1 million.
- **McDonnell Boulevard/Airport Road Intersection Reconstruction** - This project would reconstruct the intersection at McDonnell Boulevard and Airport Road. This intersection plays a critical role in freight movement for the St. Louis Air Cargo Facility, currently used by FedEx, UPS and Forward Air. The existing intersection is a complex series of turning movements in a very confined area, and it experiences numerous traffic accidents and is viewed as a "hot spot" for safety concerns. This project would correct the roadway geometry, eliminate turning movements and bring the intersection up to standards for current and future users. The total estimated cost for this project is \$3 million.
- **Taxiway Victor Connector to Cargo Ramp** – This project includes the construction of a full-strength concrete taxiway capable of supporting and transporting Group V aircraft from Taxiway Victor to the Trans States Airlines and Airport Terminal Services ramps, as well as the proposed Bi-National Air Cargo ramp. The project also includes the geometrical improvement of the existing connecting taxiway between the ramp pavements and Taxiway Victor just west of the Taxiway Victor/F intersection, as well as all taxiway edge lights, sign modifications and pavement marking to support this improvement. Total estimated project cost is \$6.1 million. A grant application was submitted to MODOT.

**Contact:** Lambert Airport Deputy Director Planning & Development Jerry Beckmann (314) 551-5034



## Individual Project Descriptions *Improving the Multimodal Network*

### **North Riverfront Commerce Corridor Improvements in St. Louis, Missouri**

The North Riverfront Commerce Corridor is a 3,000 acre multimodal logistics and business district located on the north end of downtown St. Louis. With access to highways, rail and barge shipping options, this area is home to dozens of major manufacturers and warehouses. This location is also home to the BNSF Railroad's North St. Louis Yard, Norfolk Southern Railroad's Luther Yard, TRRA's Bremen Yard and the Municipal River Terminal (MRT). Manufacturers and logistics companies within this corridor are part of the global supply chain and require access to markets on both sides of the Mississippi River, across the U.S. and internationally. In addition, several existing and new shippers are in the process of expanding, resulting in a significant increase in the quantity and diversity of goods shipped throughout the region. Despite these regional benefits, the North Riverfront Commerce Corridor suffers from mobility and circulation issues. The St. Louis Regional Freightway rated the following projects identified in the 2012 North River Front Commerce Corridor Land Use Plan as a **Very High Priority**. These projects will improve supply chain reliability, increase efficiency and improve/maintain transportation costs.

- **Hall Street Improvements** – Hall Street is the primary corridor that trucks utilize to access I-70 from the Riverfront Corridor. Project scope for each of the following may include resurfacing, drainage improvements, improving at-grade rail crossings, ITS signage when at-grade crossings are blocked by trains and evaluation of grade separation structures. Total cost for all phases is \$45 million.
  - **Phase I East Grand Ave. to Adelaide Ave.** - The City of St. Louis submitted a STP grant application. Announcement will be made July 2016. (PEFY18 and Construction FY19) Total cost is \$4.3 million. Metropolitan Sewer District will fund \$1.3 million of the total \$4.3 million project cost.  
**Contact:** St. Louis City Port Development Susan Taylor (314) 657-3744
  - **Phase II Adelaide Ave. to Gimblin St.** – Estimated cost is \$11 million.  
**Contact:** St. Louis City Port Development Susan Taylor (314) 657-3744
  - **Phase III Gimblin St. to Scranton Ave.** – Estimated cost is \$18 million  
**Contact:** MODOT Assistant District Engineer Tom Blair (314) 453-1803
  - **Phase IV Scranton Ave. to I-70** – Estimated cost is \$12 million  
**Contact:** MODOT Assistant District Engineer Tom Blair (314) 453-1803
- **Branch Street Improvements** – Branch Street provides truck traffic access to the MRT. Connecting directly to I-70, this street provides convenient interstate access for trucks using the terminal and for freight users in the surrounding area. As trains have continued grow in length, rail delays have increased and are impacting growth. Project scope will improve the at-grade crossings, improving the speed and efficiency of current freight flows, while preparing the area for future traffic demands. Estimated cost is \$5 million.  
**Contact:** St. Louis City Port Development Susan Taylor (314) 657-3744
- **Municipal River Terminal (MRT) Rail Access Improvements** – This project seeks to better align tracks running through the MRT, making it easier for trains to pass through and access the terminal. Train traffic trying to utilize the terminal interferes with mainline rail flows. Preventing interference will make it easier to ship bulk goods through the MRT, which is needed to handle future freight demands. This project will include a public-private partnership with terminal operator SCF. This project has a total estimated cost of \$5 million.  
**Contact:** St. Louis City Port Development Susan Taylor (314) 657-3744



## Individual Project Descriptions *Improving the Multimodal Network*

### **Relocated IL Route 3 from River Park Dr. in East St. Louis to Monsanto Ave in Sauget**

IL Route 3 is considered to be the backbone of a nearly 60-mile long, five-mile wide economic corridor in southwestern Illinois, providing access through the industrial heart of the region including Wood River, Granite City, East St. Louis, Sauget and Dupu. This corridor is responsible for 215,000 jobs and a \$9.2 billion annual payroll (LCSW 2013) and is home to a significant portion of the region's freight generators and users, including the America's Central Port, Dupu Intermodal Yard, American Milling and business parks like Gateway Commerce Center and Lakeview Commerce District.

The State of Illinois has made significant investments in recent years in this important north-south transportation link through the heart of the region's major manufacturing center, but IL Route 3 is still in need of additional improvements. Completion of the IL Route 3 relocation project will support long-term, high-paying job growth in manufacturing and transportation sectors; improve access to the I-70 Stan Musial Veteran's Memorial Bridge, the Sauget Industrial Park, and St. Louis Downtown Airport; and accelerate the redevelopment of brownfield sites and underutilized properties all along the corridor.

This project includes new construction of IL Route 3 from River Park Drive (West Broadway) in East St. Louis south to Monsanto Avenue in Sauget (1.1 miles) with a two-lane option (\$125 million) and a four-lane option (\$170 million). The project could also be phased with the north section between River Park Drive and Trendley Avenue at the south edge of the Malcolm Martin Park for two lanes at \$65 million and a four-lane option for \$90 million, and the south section between Trendley and Monsanto Avenue at \$60 million and \$80 million, respectively. The majority of the north section would be on structure due to existing railroads. The south section requires two grade separation structures over railroads. The proposed additional lanes and grade separated structures will decrease congestion, improve safety, address clearance issues and better accommodate truck and freight movements. The St. Louis Regional Freightway scored this project as a **Very High Priority**.

**Contact:** IDOT Region 5 Engineer Jeff Keirn

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## Individual Project Descriptions

### *Improving the Multimodal Network*

#### **Fallings Springs Diversion Loop/IL Route 3 Railroad Bypass in Sauget, Illinois over the Alton & Southern Railroad**

This project includes the construction of the Falling Springs Diversion bypass loop with a structure that carries traffic from IL Route 3 over the A&S Railroad in Sauget between Monsanto Avenue and Queeny Avenue.

Tens of thousands of business and commuter vehicles use IL Route 3 each day. This location will continue to experience significant delays due to the costly 20 to 30 minute traffic delays for each unit car train (a slow moving train that dumps as it moves) that result in hours of through-traffic delays each day. In addition, it is also anticipated the nearby rail barge offload facilities will increase the number of unit during the summer of 2016 and in the immediate future. This project has multiple benefits to the region in terms of improving access to the growing business community, encouraging future business development in St. Clair County, Illinois and opening as much as 220 acres of dormant industrial land for active use adjacent to a community of chronic economic distress.

The proposed project will bypass the existing heavily utilized IL Route 3 using the existing local roads, Monsanto Avenue, Queeny Avenue and the parallel running Falling Springs Road. This work will include a single grade separation bridge where two railroads (the Alton Southern and Terminal Railroad) converge, eliminating two public crossings along a segment of Falling Springs Road. Improvements to the intersections of the three roads will be needed to effectively move vehicles to the proposed grade separation to the east.

A preliminary cost of \$20-\$25 million for bridge and roadway improvements has been estimated. An initial request for engineering funding of approximately 10 percent of total project cost, or \$1.8 million is sought. Grants for various segments of this project have been allocated in the amount totaling \$10,975,934, with \$9.2 million of that granted by the Illinois Commerce Commission Grade Crossing Protection Fund and is part of the 2017-2020 cycle. The other grants are made up of state intersection improvement funds, TARP, CMAQ and STP grants, and each of these are restricted in the location, manner and time in which they can be applied. The St. Louis Regional Freightway scored this project as a **Very High Priority**.

TRRA and A&S railroad have come to an understanding on the alignment and project scope. This will allow IDOT, Railroad and Regional leaders to focus on funding solutions for railroad, road and bridge improvements.

The estimated project cost is \$20-\$25 million.

**Contact:** Village of Sauget Mayor Richard Sauget, Jr

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## **Individual Project Descriptions** *Improving the Multimodal Network*

### **I-255 / Davis Street Ferry Road New Interchange in Dupo, Illinois**

The Dupo Intermodal Yard in Illinois is one of the region's largest intermodal assets. Access to this yard includes several at-grade crossings with Union Pacific Railroads mainline tracks, causing delays to trucks serving this facility and creating safety issues for motorists. The site also lacks enough storage for intermodal containers, necessitating off-site storage. The storage issues, combined with the congestion these crossings create, makes current expansion of the site unattractive. These issues will play a major role in how Union Pacific Railroad will utilize the yard in the future. Without better access, Union Pacific Railroad will be forced to expand its facilities outside the St. Louis region in an attempt to meet growing intermodal demand.

The proposed I-255 Davis Street Ferry Road interchange project includes a grade-separated road overpass at the south end of the intermodal yard, crossing five rail tracks near Davis Street Ferry Road. The benefit of these enhancements will enable more cost-effective throughput traffic into the Dupo Intermodal Rail Facility, thus enhancing the Dupo Discovery Business Park's ability to attract business development and further the potential for the creation of thousands of new jobs. This is a unique situation in the St. Louis region that will provide a competitive advantage to value-added rail freight movement and business development opportunities. The surrounding development is estimated to bring thousands of jobs to the area as the project proceeds. For these reasons, improving access to the Dupo Yard is a high priority for St. Louis Regional Freightway.

IDOT has included \$19.5 million in their MYP 2016-2021 program. The funding shortfall is \$7 - \$9 million.

**Contact:** IDOT Region 5 Engineer Jeff Keirn

(618) 346-3110



## Individual Project Descriptions *Improving the Multimodal Network*

### **I-255/Fish Lake (Ramsey Road) Interchange in Columbia, Illinois**

This project would improve the current Fish Lake (Ramsey Road) overpass into a full highway interchange. It would provide additional access to Union Pacific Railroad's Dupo Yard, enabling further expansion of the facility, and complement the proposed improvements at the proposed IL 255 Davis Street Ferry Interchange. The interchange would aid growth of manufacturing/distribution in a mutual benefit area north of the highway currently being planned with the Village of Dupo as well as economic development south of I-255 in Columbia.

Total estimated cost is \$27 million.

**Contact:** Columbia City Engineer Chris Smith                      (618) 281-7144



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## Individual Project Descriptions

### *Improving the Multimodal Network*

#### **I-70 Improvements from Natural Bridge Avenue to Hanley Road in St. Louis County**

Interstate 70 is one of the most important national east-west freight corridors and is the backbone of a transportation system connecting the St. Louis region to other states and the entire nation. Each year, the I-70 corridor in Missouri carries more than 31.5 million tons of freight with a value in excess of \$59 billion. Any improvements along this corridor are considered a high priority for the St. Louis Regional Freightway.

This project includes safety and pavement improvements between Natural Bridge Road to Hanley Road along I-70. Work also includes I-170 interchange improvements that will address current congestion and bottleneck issues. This project will help reduce congestion, increase safety and improve capacity of this stretch of the interstate. The total estimated cost for this project is \$200 million.

**Contact:** MODOT Assistant District Engineer Tom Blair      (314) 453-1803

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## **Individual Project Descriptions** *Improving the Multimodal Network*

### **Crystal City Port Improvements**

Proposed improvements for a public freight harbor in Crystal City, Missouri includes land acquisition and preliminary engineering for a public freight harbor. This work will allow the Jefferson County Port Authority to move forward with the phased construction of the proposed multimodal port facility. This proposed facility is well positioned for aggregate, sand and Missouri River grain shippers, and has intersecting rail lines from the Union Pacific and BNSF railroads, and these rail carriers also provide connections to the Norfolk Southern Railroad and the CSX Railroad. The proposed Crystal City Port will assist in creating additional flexibility and connectivity to the region's freight system, while assisting in repurposing existing industrial sites, making it a high priority for St. Louis Regional Freightway. Total estimated project cost is \$8.1 mil.

**Contact:** Jefferson County Port Authority Director Janice Luchan (636) 797-6048



## Individual Project Descriptions

### *Improving the Multimodal Network*

#### **America's Central Port Rail Enhancements**

America's Central Port (ACP) located in Granite City, Illinois recently opened its new Madison Harbor (formerly known as the South Harbor) expansion in 2016. This new harbor offers the most northerly lock-free and ice-free access to the Gulf of Mexico on the Mississippi River, and provides additional opportunities for the container-on-barge industry. America's Central Port is seeking several rail improvements to enhance this new expansion.

This project would construct two parallel rail lines in its new South Rail Loop, providing added benefit to the existing rail track. Each new rail line will help to establish tracks for separate commodities that will be utilizing the new Madison Harbor and improving the new harbor's efficiency. Also included are new access tracks that tie directly into rail served by Union Pacific and Kansas City Southern Railroads, adding another routing option for getting freight to the Mississippi River. This new track would be constructed in the A&K rail yard. Total estimated project cost is \$11.5 million.

**Contact:** America's Central Port Executive Director Dennis Wilmsmeyer (618) 877-8444



## Individual Project Descriptions

### *Improving the Multimodal Network*

#### **Lambert - St. Louis International Airport Access Improvements**

Lambert – St. Louis International Airport (STL) located in St. Louis County is Missouri’s largest and most used airport. It is positioned within Foreign Trade Zone 102 and is an attractive destination for logistics businesses thanks to its multimodal transportation infrastructure combined with available and accessible land for logistics business growth. Lambert Airport has over 200 acres of underutilized industrial land adjacent to the airport that is ideal for logistic businesses and airborne cargo users. The St. Louis Regional Freightway has included the following Lambert Airport projects as high priority projects that will attract more freight-centered development:

- **Cargo City Access Analysis** - Cargo City is the logistics center for all freight air cargo. Access to Cargo City from the interstate system is circuitous and not conducive to truck movements. Entry requires trucks to intermingle with passenger vehicles that are accessing the airport passenger terminals. This initiative proposes to analyze and develop alternatives for improving truck access to Cargo City from the interstate network. Estimated cost for the feasibility study is \$250,000.
- **Fee Fee Road Bridge Improvement** – This project will provide commercial vehicle access to 200 acres slated for commercial/industrial development at Lambert-St. Louis International Airport. It includes the proposed Fee Fee Road Bridge over the Norfolk-Southern rail mainline and a new intersection between Fee Fee Road (Bridgeton) and Missouri Bottom Road (Hazelwood). The existing Fee Fee Road/Missouri Bottom Road intersection is sub-standard, the geometry is not suitable for heavy truck traffic and the available land envelope provides no opportunity for improvements. This project would construct a new road intersection suitable for heavy vehicle movements, bridge the mainline of the Norfolk-Southern and tie-in to Fee Fee Road. By creating a new intersection along another stretch of Missouri Bottom Road, development along Fee Fee Road becomes more attractive for heavy freight users. The total estimated cost for this project is \$10 million.
- **Gist Rd. Upgrade** - The western side of Lambert Airport is also another prime location for future development. With over 300 acres of unused land adjacent to the airport, developing this land is an excellent opportunity to strengthen the region’s intermodal options. This project includes upgrading and realigning Gist Road (Bridgeton) between the Norfolk-Southern Railroad mainline and the Interstate 270 Bridge. Gist Road is a two-lane road with an asphalt surface designed for light vehicle traffic. The upgrade provides a signalized crossing at the Norfolk-Southern mainline and expands the road to two-lane concrete pavement with center turn lane; suitable for heavy truck traffic. This project will provide interstate access to 300 acres at Lambert-St. Louis International Airport identified for commercial development. The total estimated cost of this project is \$7 million.

**Contact:** Lambert Airport Deputy Director Planning & Development Jerry Beckmann (314) 551-5034

## Individual Project Descriptions

### *Improving the Multimodal Network*

#### **MidAmerica St. Louis (St. Clair County, Illinois) Airport Distribution Improvements**

This project improves MidAmerica St. Louis Airport's (BLV) (MidAmerica) ability to attract and retain clustered manufacturing and distribution sites. MidAmerica is a commercial/cargo and passenger airport co-located with Scott Air Force Base in Mascoutah, Illinois. MidAmerica offers air cargo facility development of over 2,500 acres within Foreign Trade Zone 31 and is in an Enterprise Zone, making it an ideal location for modern freight needs with an emphasis on e-commerce businesses. Located along I-64 with on-site customs services and easy airplane to truck processes, the airport makes air cargo transfer highly efficient by reducing time on the ground and cost of operations.

To better accommodate these operations, the land surrounding the airport requires improved access to the freight network. Proposed improvements include:

- **Norfolk Southern Railroad Spur.** This project entails building an approximately two-mile long rail spur from Norfolk Southern Railroad's mainline at the southern edge of the airport, enabling rail freight access for businesses on the eastern side of the airport. This improvement would provide MidAmerica and surrounding businesses easy access to the rail network, giving this cluster access to three of the four primary modes of freight distribution. Estimated cost of \$45 million.

**Contact:** MidAmerica St. Louis Airport Director Tim Cantwell (618)566-5240



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## Individual Project Descriptions *Improving the Multimodal Network*

### **Boeing Composite Center Access Improvements**

One focus of the St. Louis Regional Freightway is to help the region attract businesses in emerging areas, like e-commerce, by building on current strengths. Building upon already existing strengths helps lay the groundwork for St. Louis to become a difference maker when it comes to freight. One of the region's greatest assets is its extensive manufacturing base, especially when it comes to defense and aerospace. Boeing, one of the region's largest employers and the leader behind the region's strong aerospace sector, recently selected St. Louis to be home for its new Composite Center, which will produce parts for the 777X aircraft. The fact that this new facility will be for commercial aircraft, when most of the region's aerospace capabilities are in defense, shows a significant vote of confidence in the region's continued position in aerospace manufacturing. This project is aimed at helping support this new Composite Center by linking the newly expanded plant to the multimodal freight network. This will also provide additional flexibility for freight flows within the manufacturing cluster north of Lambert Airport. Most important, by supporting this new Composite Center, St. Louis improves its chances of receiving additional aerospace business in the future.

**Boeing Composite Center Access Improvements\*** This project entails rebuilding Eva Avenue from James McDonnell Boulevard to Frost Avenue, which is currently in a state of disrepair. The project would also address flooding issues along Eva Avenue, which combined with the poor roadway surface, make it wholly ill-suited for truck movements. Included in this project is the intersection of Eva Avenue and Frost Avenue, which crosses the Norfolk Southern railway spur nearby. Replacing the dilapidated rail crossing will improve safety, and when combined with the improvements to Eva Avenue, will facilitate freight flow between James McDonnell Boulevard and North Hanley Road. While still in the planning phase, St. Louis County has indicated that this project could move extremely quickly once funding is secured.

Total estimated cost is \$2.4 million.

**Contact:** St. Louis County Department of Transportation Nicholas Gardner (314) 615-8501

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**Bi-State Development  
Board of Commissioners  
Agenda Item  
September 23, 2016**

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**From:** John Nations, President and CEO  
**Subject:** **Revision to Board Policies – Section 10.060 *Board and Committee Meetings*, Section 10.070 *Public Meetings*, and Section 10.080 *Public Records***  
**Disposition:** Approval  
**Presentation:** Barbara Enneking, General Counsel

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**Objective:**

To present to the Board of Commissioners for approval a revision to Board Policies, Section 10.060 - *Board and Committee Meetings*, Section 10.070 - *Public Meetings*, and Section 10.080 - *Public Records*. The objective of the revision is to update the Policies and remove ambiguity regarding the application of the appropriate Missouri and Illinois law pertaining to meetings and records. The Current Policies, Proposed Policies (Redlined), and Proposed Policies (Final/Clean) are attached.

**Committee Disposition:**

This item was presented and discussed at the Finance & Administration Committee Meeting on Friday, August 26, 2016. The Committee voted to recommend that the Board of Commissioners approve the Revision to Board Policies, and additionally recommended that the revisions not be tabled pursuant to *Article VI(D)* of the Board Policies, as it is in the best interest of the Agency that these revised Board Policies be approved at the Board Meeting on September 23, 2016.

**Current Board Policy:**

Board Policies - Section 10.060 *Board and Committee Meetings*, Section 10.070 *Public Meetings*, and Section 10.080 *Public Records* (See Attachment 1).

**Funding Source:**

No funding source is required to revise the Board Policies.

**Background:**

The Board Policies, Section 10.060 *Board and Committee Meetings* and Section 10.070 *Public Meetings*, needed to be updated in order to conform to current BSD meeting practices and most particularly to reflect the changes to BSD meeting notices and posting procedures due to the new Headquarters location. In addition, it has long been advised that Section 10.070 *Public Meetings* and Section 10.080 *Public Records* be revised to more fully implement the decision in *KMOV TV, Inc. v. Bi-State Development Agency of the Missouri-Illinois Metropolitan District, d/b/a/Metro* (2008), which held that the Agency is not subject to either the Missouri Sunshine Law (RSMO §610.010 *et seq.*) or the Illinois Freedom of Information Act (5 ILCS §140/1 *et seq.*). Although the current Board Policies recognize that the Agency is not subject to either state's open meeting and public record laws, the Board Policies do provide that the Agency will generally abide by them. Therefore, the current Agency practice is to follow the Missouri Sunshine Law and the Illinois Freedom of Information Act regarding its open meetings and public records.

**Analysis:**

It is acknowledged that the Agency wishes to continue to be transparent and open with its constituents and the public. However, in following the Missouri Sunshine Law and the Illinois Freedom of Information Act, situations do arise where there is an ambiguity or a conflict as to which jurisdiction's laws should apply. Furthermore, it has been the practice of the Agency to enter into closed (executive) session meetings for the discussion of confidential matters in accordance with the Missouri Sunshine Law statutory exemptions. However, these exemptions are not always identical to the Illinois Freedom of Information Act exemptions and this meeting practice could also cause ambiguity or conflict regarding the appropriate law and may also inadvertently subject the Agency to the Missouri Sunshine Law. The revised Board Policies, particularly Section 10.080 *Public Records*, will be policies unique to the Agency. However, the revised Section 10.080 *Public Records Policy* is an amalgamation of the public record provisions of the Missouri Sunshine Law and the Illinois Freedom of Information Act, as well as providing for some items pertinent to the Agency. Also, the revised *Public Record Policy* specifically indicates that the Agency reserves the right to close any record at its discretion if the Agency deems it to be in its best interest whereas this is not expressly permitted under the current policy. Because of these revisions a new internal appeal provision has been added in order to allow for a review of a denied record request. In addition, a nonrefundable \$25.00 record request fee has been included to help defray the expense of the considerable staff time that is devoted to Agency record requests. This fee will be used to offset any record production costs that the requestor may incur and the fee, as well as the production costs, can also be waived or reduced in circumstances where the records will contribute significantly to the understanding of Agency operations or activities.

**Board Action Requested:**

It is recommended that the Board of Commissioners approve the following revised Board Policies - Section 10.060 *Board and Committee Meetings*, Section 10.070 *Public Meetings*, and Section 10.080 *Public Records*.

In addition, it is recommended that the Chairman of the Board of Commissioners designate that the proposed revision to Board Policies- Section 10.060 *Board and Committee Meetings*, Section 10.070 *Public Meetings*, and Section 10.080 *Public Records*, not be tabled pursuant to *Article VI(D)* of the Board Policies, as it is in the best interest of the Agency that these revised Board Policies be approved at the Board Meeting on September 23, 2016.

**Attachments:**

1. Current Board Policies: Section 10.060 *Board and Committee Meetings*, Section 10.070 *Public Meetings*, and Section 10.080 *Public Records*
2. Redlined Proposed Board Policies: Section 10.060 *Board and Committee Meetings*, Section 10.070 *Public Meetings*, and Section 10.080 *Public Records*
3. Final Proposed Board Policies: Section 10.060 *Board and Committee Meetings*, Section 10.070 *Public Meetings*, and Section 10.080 *Public Records*

**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF THE BI-STATE DEVELOPMENT AGENCY OF  
THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT  
AMENDING BOARD POLICIES, SECTIONS 10.060, 10.070 AND 10.080  
PERTAINING TO AGENCY PUBLIC MEETINGS AND RECORDS**

**PREAMBLES:**

*Whereas*, the Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the “Agency”/ “BSD”) is a body corporate and politic, created by an interstate compact between the states of Missouri and Illinois, acting by and through its Board of Commissioners (the “Board of Commissioners”); and

*Whereas* the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the “Compact”); to make suitable rules and regulations consistent with its mission and not inconsistent with the constitution or laws of either state, or any political subdivision thereof; and

*Whereas*, Article VI of the Bylaws – Board Policies of the Agency, provides that any action by the Board establishing policy, administrative, business, or otherwise, shall be known as “Board Policies” and that the Board may adopt, amend or repeal, in whole or in part, the Board Policies at any meeting of the Board, except that unless otherwise designated by the Chair, all Board Policies shall be tabled for a period of one month and shall become effective upon adoption by the Board; and

*Whereas*, Board Policies, Sections 10.060, 10.070 and 10.080, governs the Agency’s rules regarding its public meetings and records; and

*Whereas*, in a review of Board Policies, Sections 10.060, 10.070 and 10.080 it was determined that the Policies should be updated in order to conform to current Agency meeting practices due to the move to the new Headquarters location and to remove ambiguity regarding their application; and

*Whereas*, the amended Board Policies, Sections 10.060, 10.070 and 10.080 were presented to the Finance and Administration Committee on August 26, 2016. The Committee recommended that the amended policies be referred to the Board of Commissioners for consideration at the September 23<sup>rd</sup>, 2016 meeting, and that the Board waive tabling the amended policies so that they are effective upon Board approval; and

*Whereas*, it is feasible, necessary and in the public interest for the Agency to approve the amended Board Policies, Sections 10.060, 10.070 and 10.080 pertaining to Agency public meetings and records, as referenced in Briefing Paper Attachment #3, and that the Board waive tabling of the amended policies so that they are effective upon Board approval, in accordance with the terms and conditions described herein.

**NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:**

Section 1.      Findings. The Board of Commissioners hereby finds and determines those matters set forth in the preambles as fully and completely as if set out in full in this Section 1.

Section 2.      Approval of Amendment to Board Policies. The Board of Commissioners hereby authorizes and approves the amendment to Board Policies, Sections 10.060, 10.070 and 10.080 pertaining to Agency public meetings and records, (as provided in Attachment #3 of the Briefing Paper and made a part hereof), and waives tabling of the amended policies so that they are effective upon Board approval.

Section 3. Actions of Officers Authorized. The officers of the Agency, including without limitation, the President and CEO and the General Counsel, are hereby authorized and directed to execute all necessary changes to Board Policies, and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution; and the execution of such changes and taking of such actions shall be conclusive evidence of such necessity or advisability.

Section 4. Severability. It is hereby declared to be the intention of the Board of Commissioners that each and every part, section and subsection of this Resolution shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Commissioners intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Resolution shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the intent of this Resolution.

Section 5. Rights Under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency, officers and employees.

Section 6. Governing Law. The laws of the State of Missouri shall govern this Resolution.

Section 7. No Personal Liability. No member of the Board of Commissioners, officer, employee or agent of the Agency shall have any personal liability for acts taken in accordance with this Resolution.

Section 8. Payment of Expenses. The Senior Vice President and CFO is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to this Resolution.

Section 9. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 23rd day of September, 2016.

**THE BI-STATE DEVELOPMENT AGENCY OF THE  
MISSOURI-ILLINOIS METROPOLITAN DISTRICT**

By \_\_\_\_\_  
Its \_\_\_\_\_

[SEAL]

ATTEST:

By \_\_\_\_\_  
Deputy Secretary to the Board of Commissioners

**Open Session Item 10**  
**Attachment 1**

## **Section 10.060                      Board and Committee Meetings**

A.     Compact and Bylaws to Control. The conduct of regular and special meetings of the Board of Commissioners and committees thereof, including the provision of notice, place where such meetings are held, and applicable attendance and quorum requirements shall be done pursuant to and in accordance with the Board Bylaws and the Compact. The provisions of this section shall supplement such matters.

B.     Agendas. The President & CEO shall prepare the agenda for Board and Committee meetings in accordance with the provisions of the Compact and Board Policy. He shall place such matters upon the agenda as may be requested by the Chair of the Board and such Committee or any Board Commissioner. Requests by a Committee or a Commissioner for the preparation of a report, policy or report for a Board Agenda, which in the opinion of the President & CEO will require the expenditure of significant staff time or funds, may not be acted upon by the President & CEO until approved by the Board.

C.     Consent Agenda Procedure. The President & CEO may, at his discretion, place any item of business on the consent agenda, provided the item of business does not involve any advertised public hearing, does not require a super majority vote, and as to which no request has been made by a Commissioner to discuss the matter. The consent agenda shall be prepared by the President & CEO. An item of business placed on the consent agenda may be removed from such agenda at any time prior to the finalization of the consent agenda as set forth herein. An item of business shall be automatically removed from the consent agenda if a request is made by a Commissioner that they wish to speak or have discussion on the matter. An item included on the consent agenda shall not be debated or discussed by a Commissioner unless the Commissioner has requested an opportunity to speak on the matter prior to the finalization of the consent agenda. Items of business contained on the consent agenda shall be voted upon by the Board considering the consent agenda in its entirety and shall not be taken up for consideration as separate matters, except that nothing contained herein shall be construed to prohibit a Commissioner from voting individually on each separate item shown on the consent agenda.

A vote by a Commissioner for adoption of the consent agenda shall mean that the Commissioner has requested that his vote be recorded as an "aye" vote for each separate item on the consent agenda and shall be recorded as such. A vote against adoption of the consent agenda shall be recorded as a "nay" vote on each item placed on the consent agenda and shall be recorded as such. Provided, however, a Commissioner, when casting an "aye" or "nay" vote, may specifically exclude from such vote for approval or disapproval of the consent agenda specific items on the agenda, and in such event the minutes shall record the exceptions accordingly.



D. Order of Business.

1. Call to Order
2. Roll Call
3. Approval of Minutes
4. Executive Session, if requested
5. Information Items
6. Report of Treasurer
7. Report of Chair
8. Report of President & CEO
9. Approval and Adjustment of Agenda - Commissioners to indicate matters for deletion from Consent Agenda on which discussion is requested
10. Executive Session Action Items
11. Committee Action Items
12. Consent Agenda Items - which shall include all items recommended for Board action by a Board Committee except matters requiring a public hearing, matters which discussion is requested by a Commissioner, matters requiring a super majority vote, or matters on which a presentation is deemed desirable by the President & CEO
13. Unscheduled Business
14. Comments by Board, Staff and Public (requested pursuant to Board policy)
15. Call of and Dates for Future Board and Committee Meetings
16. Adjournment

E. Conduct of Meetings; Rules of Order.

1. Rules of Order. The Chair will conduct Board meetings under informal Roberts Rules of Order. Issues may be discussed by the Board as a committee of the whole. In order to insure order, the Chair (or a majority

motion) may, for an individual meeting, require strict adherence to Roberts Rules of Order, current U.S. edition.

2. Conduct of Meetings. Persons authorized to speak at the Board meetings are the Commissioners and the President & CEO. Other Agency staff or agents may be called upon to participate in meetings at the sole discretion of the Board. Persons wishing to address the Commissioners may do so only pursuant to the Agency's public comment policy provided that the matter is appropriate, is delivered in an orderly and brief manner, and does not interfere with the Board's timely conduct of business as determined by the Chair.

F. Public Comment.

1. Meetings of the Board and Committees shall provide for public comment in the following instances:
  - a. In connection with matters related to capital grant applications, fare increases and service changes, and changes to the paratransit plan as required by provision of applicable law
  - b. On motion adopted by the Board permitting public comment on a specified topic or topics
  - c. At the written request of a member of the public specifying the topic or topics to be addressed during such public comment and provided to the Agency's public information officer at least 48 hours prior to the Board meeting at which such public comment is requested. No public comment shall be allowed by parties or their legal counsel in connection with any matter involving a pending bid protest or litigation.
2. That all public comments shall be made pursuant to the following rules of decorum:
  - a. All individuals shall state their name, address and topic for comment
  - b. All individuals shall address the Chair and shall not proceed with public comment until recognized by the Chair
  - c. No disrespectful language used or comments with respect to personalities shall be made
  - d. An individual called to order by the Chair shall immediately desist from speaking until permitted to continue by the Chair

- e. Public comment by an individual shall be limited to five minutes unless permission to continue is given by motion adopted by the Board

**Section 10.070      Public Meetings** *(revised 9/26/08)*

A.     Policy. It is the policy of the Agency to hold its meetings open to the public except in instances where the open meetings law of Missouri or Illinois would provide for closed meetings, if such laws were applicable to the Agency.

B.     Meetings, Notices and Emergencies.

1.     Regular Meetings. The Agency shall give public notice of the schedule of regular meetings of the Board of Commissioners (the “Board”) at the beginning of each calendar year, stating the dates, times and places of such regular meetings. When it is necessary to reschedule a regular meeting, at least 10 days’ notice of such change shall be given by publication in a newspaper of general circulation in the St. Louis metropolitan area.
2.     Special Meetings; Emergencies. The Agency shall give public notice of any special meeting at least 48 hours before such meeting, except a meeting held in the event of a bona fide emergency or a reconvened meeting where the original meeting was open to the public and (a) it is to be reconvened within 24 hours, and (b) an announcement of the time and place of the reconvened meeting was made at the original meeting. Public notice shall be given by posting a copy of the notice at the Agency’s Headquarters Building, 707 North First Street, St. Louis, Missouri 63102. When it is necessary to hold a meeting on less than 48 hours notice, the nature of the good cause justifying the departure from the normal notice requirements shall be stated in the minutes.
3.     Notice to News Media and Others. The Agency shall also supply copies of the schedule of regular meetings and notice of any special, emergency, rescheduled or reconvened meeting to any news medium or member of the public that has filed an annual request for such notice with the Agency. Such annual request shall be filed with the Agency and shall include an address or

telephone number within the territorial jurisdiction of the Agency at which such notice may be given.

4. Posting of Meeting Agenda. The tentative agenda of each regular meeting and that of any special, rescheduled, or reconvened meeting shall be posted at the Agency's Headquarters Building, 707 North First Street, St. Louis, Missouri 63102, and at the location where the meeting is to be held at least 48 hours in advance of the holding of the meeting.
5. Notice of Closed Meetings or Vote. (revised 9/26/08) Notice of any closed meeting or vote shall be provided by giving notice of the time, date and place of such meeting in the manner prescribed by this section. Such notice shall also state the reason for holding such closed session. Any motion to go into closed session will state the reason for holding such closed session.

C. Accessibility. Each meeting shall be held at a place accessible to the public and at a time reasonably convenient to the public, unless for good cause such a place or time is impossible or impractical. When it is necessary to hold a meeting at a place that is not reasonably accessible to the public, or at a time that is not reasonably convenient to the public, the nature of the good cause justifying the departure from the normal requirements shall be stated in the minutes.

D. Disruption of Meetings. No person shall be allowed to conduct themselves during the proceedings of open meetings of the Board in any manner, which disrupts the meetings.

E. Minutes. (revised 9/26/08) The Agency shall keep written minutes of all meetings of its Board, which minutes shall include the following:

1. the date, time and place of the meeting;
2. the members of the Board recorded as either present or absent; and
3. a roll call vote during open session on the vote to go into closed session;

4. a roll call of all votes taken during closed session; and
1. a general description of all matters proposed, discussed or decided, and a record of any votes taken

The minutes of meetings open to the public shall be available for public inspection at the Agency's Headquarters Building within seven days of the approval of such minutes by the Board. Minutes of meetings closed to the public shall be available only after the Board determines that it is no longer necessary to protect the public interest or the privacy of an individual by keeping them confidential. In determining whether closed minutes and votes should be opened, the Agency shall be guided by the open meeting laws of Missouri or Illinois, as if such laws were applicable to the Agency. In approving closed session minutes, the Board shall consider whether any matters considered in such closed session have since become public. If so, the minutes and vote on such matter shall be public and identified in the open meeting minutes as "Closed Session Items Made Public." In addition, Agency General Counsel shall review closed session minutes periodically, and at least two times a year, to determine the necessity for continuing confidentiality. Agency General Counsel shall report the results of each such review to the Board in an open session meeting.

#### **Section 10.080      Public Records**

A. Policy. It is the policy of the Agency to make its official records available to the public except in instances where the public records laws of Missouri or Illinois would provide for closed records, if such laws were applicable to the Agency.

B. Custodian. (revised 6/27/08) The Agency hereby appoints the General Counsel as custodian of the Agency's official records. The office of the General Counsel is located at the Agency's Headquarters Building, 707 North First Street, St. Louis, Missouri 63102.

C. Requests for Records. (revised 6/27/08) Requests for Agency records must be in writing to the General Counsel. The General Counsel will reply to a written request for Agency records within three business days of its receipt, except in the case of an emergency or for other reasonable cause, either arranging access to the Agency records or denying the request.

D. Fees. (revised 6/27/08) The Agency may charge fees not to exceed the actual cost of producing the requested records, including document search, reasonable fees and expenses incurred in connection therewith, and duplication of the requested records. The fees to be charged for furnishing copies of records and other estimated costs of production shall be paid

prior to production or reproduction of records requested. The custodian may choose to furnish documents without charge or at a reduced charge when the custodian determines that a waiver or reduction of the fee is in the public interest because it is likely to contribute significantly to public understanding of the operations or activities of the Agency and it is not primarily in the commercial interest of the requestor.



**Open Session Item 10**  
**Attachment 2**

## Section 10.060 Board and Committee Meetings

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A. Compact and Bylaws to Control. The conduct of regular and special meetings of the Board of Commissioners and Committees thereof established pursuant to this Chapter 10 of the Collected Board Policies, including the provision of notice, place where such meetings are held, and applicable attendance and quorum requirements shall be done pursuant to and in accordance with the Board Bylaws and the Compact. The provisions of this section shall supplement such matters.

B. Agendas. The President & CEO shall prepare the agenda for Board and Committee meetings in accordance with the provisions of the Compact and Board Policy. He or she shall place such matters upon the agenda as may be requested by the Chair of the Board and such Committee or any Board Commissioner. Requests by a Committee or a Commissioner for the preparation of a report, policy or report for a Board Agenda, which in the opinion of the President & CEO will require the expenditure of significant staff time or funds, may not be acted upon by the President & CEO until approved by the Board.

C. Consent Agenda Procedure. The President & CEO may, at his or her discretion, place any item of business on the consent agenda, provided the item of business does not involve any advertised public hearing, does not require a super majority vote, and as to which no request has been made by a Commissioner to discuss the matter. The consent agenda shall be prepared by the President & CEO. An item of business placed on the consent agenda may be removed from such agenda at any time prior to the finalization of the consent agenda as set forth herein. An item of business shall be automatically removed from the consent agenda if a request is made by a Commissioner that they wish to speak or have discussion on the matter. An item included on the consent agenda shall not be debated or discussed by a Commissioner unless the Commissioner has requested an opportunity to speak on the matter prior to the finalization of the consent agenda. Items of business contained on the consent agenda shall be voted upon by the Board considering the consent agenda in its entirety and shall not be taken up for consideration as separate matters, except that nothing contained herein shall be construed to prohibit a Commissioner from voting individually on each separate item shown on the consent agenda.

A vote by a Commissioner for adoption of the consent agenda shall mean that the Commissioner has requested that his or her vote be recorded as an "aye" vote for each separate item on the consent agenda and shall be recorded as such. A vote against adoption of the consent agenda shall be recorded as a "nay" vote on each item placed on the consent agenda and shall be recorded as such. Provided, however, a Commissioner, when casting an "aye" or "nay" vote, may specifically exclude from such vote for approval or disapproval of the consent agenda specific items on the agenda, and in such event the minutes shall record the exceptions accordingly.

Consent agendas following this procedure may also be used for closed (executive) session agendas.

D. Order of Business.

1. Call to Order
2. Roll Call
3. Public Comment (requested pursuant to Board policy)
- ~~4. Approval of Minutes~~
- ~~4. Executive Session, if requested~~
- ~~5. Information Items~~
- ~~5. Report of Treasurer~~
- ~~6. Report of Chair~~
- ~~7. Report of President & CEO~~
- ~~8. Committee Reports~~
9. Approval and Adjustment of Agenda - Commissioners to indicate matters for deletion from Consent Agenda on which discussion is requested
- ~~10. Consent Agenda Items - which shall include all items recommended for Board action by a Board Committee except matters requiring a public hearing, matters which discussion is requested by a Commissioner, matters requiring a super majority vote, or matters on which a presentation is deemed desirable by the President & CEO~~
- ~~11. Committee Action Items~~
- ~~10. Executive Session Action Items~~
- ~~11. Committee Action Items~~
- ~~12. Consent Agenda Items - which shall include all items recommended for Board action by a Board Committee except matters requiring a public hearing, matters which discussion is requested by a Commissioner, matters requiring a super majority vote, or matters on which a presentation is deemed desirable by the President & CEO~~
- ~~12.4. Unscheduled Business~~

~~12. Comments by Board, Staff and Public (requested pursuant to Board policy)~~

13. Call of and Dates for Future Board and Committee Meetings

14. Adjournment to Closed (Executive) Session

E. Conduct of Meetings; Rules of Order.

1. Rules of Order. The Chair will conduct Board meetings under informal Roberts Rules of Order. Issues may be discussed by the Board as a committee of the whole. In order to ensure order, the Chair (or a majority motion) may, for an individual meeting, require strict adherence to Roberts Rules of Order, current U.S. edition.

2. Conduct of Meetings. Persons authorized to speak at the Board meetings are the Commissioners and the President & CEO. Other Agency staff or agents may be called upon to participate in meetings at the sole discretion of the Board. Persons wishing to address the Commissioners may do so only pursuant to the Agency's public comment policy as set forth herein, provided that the matter is appropriate, is delivered in an orderly and brief manner, and does not interfere with the Board's timely conduct of business as determined by the Chair.

F. Public Comment.

1. Meetings of the Board and Committees shall provide for public comment in the following instances:

- a. In connection with matters related to capital grant applications, fare increases and service changes, and changes to the paratransit plan as required by provision of applicable law
- b. On motion adopted by the Board permitting public comment on a specified topic or topics
- c. At the written request of a member of the public specifying the topic or topics to be addressed during such public comment and provided to the Agency's public information officer at least 48 hours prior to the Board or Committee meeting at which such public comment is requested. No public comment shall be allowed by parties or their legal counsel in connection with any matter involving a pending bid protest ~~or~~ litigation or legal matter.

2. ~~That a~~ All public comments shall be made pursuant to the following rules of decorum:
- a. All individuals shall state their name, address and topic for comment
  - b. All individuals shall address the Chair and shall not proceed with public comment until recognized by the Chair
  - c. No disrespectful language may be used or comments with respect to personalities shall be made
  - d. An individual called to order by the Chair shall immediately desist from speaking until permitted to continue by the Chair
  - e. Public comment by an individual shall be limited to five minutes unless permission to continue is given by motion adopted by the Board

**Section 10.070 Public Meetings** *(revised 9/26/08)*

A. Policy. ~~It is the policy of the Agency to hold its meetings open to the public except in instances where the open meetings law of Missouri or Illinois would provide for closed meetings, if such laws were applicable to the Agency.~~ As an interstate compact agency, the Agency is not subject to the requirements of the Missouri or Illinois Open Records Laws. See *KMOV-TV Inc. v. Bi-State Development Agency*, 625 F. Supp. 2d 808 (E.D. Mo. 2008). However, as a public entity, the Agency recognizes the importance of transparency and accountability with its constituents. As a result, the Agency adopts this Policy governing public meetings of the Agency.

B. Meetings, Notices and Emergencies.

1. Regular Meetings. The Agency shall give public notice of the schedule of regular meetings of the Board of Commissioners (the "Board") at the beginning of each calendar year, stating the dates, times and places of such regular meetings. When it is necessary to reschedule a regular meeting, at least 10 days' notice of such change, whenever possible, shall be given by publication ~~in a newspaper of general circulation in the St. Louis metropolitan area~~ on the Agency's website.

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2. Special Meetings; Emergencies. The Agency shall give public notice of any special meeting of the Board or its Committees at least 48 hours before such meeting, except a meeting held in the event of a bona fide emergency or a reconvened meeting where the original meeting was open to the public and (a) it is to be reconvened within 24 hours, and (b) an announcement of the time and place of the reconvened meeting was made at the original meeting. Public notice shall be given by posting a copy of the notice at the Agency's Headquarters ~~Building, 211 North Broadway, Suite 650~~707 North First Street, St. Louis, Missouri 63102. When it is necessary to hold a meeting on less than 48 hours notice, the nature of the good cause justifying the departure from the normal notice requirements shall be stated in the minutes.

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3. Notice to News Media and Others. The Agency shall also supply copies of the schedule of regular meetings and notice of any special, emergency, rescheduled or reconvened meeting of the Board or its Committees to any news medium or member of the public that has filed an annual request for such notice with the Agency. Such annual request shall be filed with the Agency and shall include an addressemail address or telephone number within the territorial jurisdiction of the Agency at which such notice may be given.

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4. Posting of Meeting Agenda. The tentative agenda of each regular meeting of the Board or its Committees and that of any special, rescheduled, or reconvened meeting shall be posted on the Agency's website at least 48 hours in advance of the holding of the meeting.

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5. Notice of Closed Meetings or Vote. ~~(revised 9/26/08)~~ Notice of any closed meeting or vote shall be provided by giving notice of the time, date and place of such meeting in the manner prescribed by this section. Such notice shall also state the reason for holding such closed ~~meeting session.~~ The Agency may close its meetings, or parts thereof, for any of the circumstances listed for closing records in the Agency's Public Records Policy (Section 10.080). Any motion to go into closed (executive) session will state the reason for holding such closed (executive) session.

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C. Accessibility. Each meeting shall be held at a place accessible to the public and at a time reasonably convenient to the public, unless for good cause such a place or time is impossible or

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impractical. When it is necessary to hold a meeting at a place that is not reasonably accessible to the public, or at a time that is not reasonably convenient to the public, the nature of the good cause justifying the departure from the normal requirements shall be stated in the minutes.

D. Disruption of Meetings. No person shall be allowed to conduct themselves during the proceedings of open meetings of the Board or its Committees in any manner, which disrupts the meetings. Public meetings of the Agency may be videotaped at the discretion of the Chair as long as such activity does not become disruptive. The Chair may order the removal of any disruptive person from the meeting.

E. Minutes, ~~(revised 9/26/08)~~. The Agency shall keep written minutes of all meetings of its Board and its Committees, which minutes shall include the following:

1. the date, time and place of the meeting;
2. the members of the Board recorded as either present or absent; and
3. a roll call vote during open session on the vote to go into closed (executive) session;
4. a roll call of all votes taken during closed (executive) session; and
5. a general description of all matters proposed, discussed or decided, and a record of any votes taken.

The minutes of meetings open to the public shall be available for public inspection at the Agency's Headquarters ~~Building~~ within seven days of the approval of such minutes by the Board. Minutes of meetings closed to the public or closed (executive) sessions shall be available only after the Board determines that it is no longer necessary to protect the public interest or the privacy of an individual by keeping them confidential. In determining whether closed minutes and votes should be opened, the Agency shall be guided by its Public Records Policy and the exemptions set forth therein, and whether any matters considered in such closed meetings or sessions have since become public. the open meeting laws of Missouri or Illinois, as if such laws were applicable to the Agency. In approving closed session minutes, the Board shall consider

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~~whether any matters considered in such closed session have since become public. If so, The minutes, or any parts thereof, and vote on such matter may shall be made public at the discretion of the Board and identified in the open meeting minutes as "Closed Session Items Made Public." In addition, Agency General Counsel shall review closed session minutes periodically, and at least two times a year, to determine the necessity for continuing confidentiality. Agency General Counsel shall report the results of each such review to the Board in an open session meeting.~~

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## Section 10.080 Public Records

A. Policy. ~~It is the policy of the Agency to make its official records available to the public except in instances where the public records laws of Missouri or Illinois would provide for closed records, if such laws were applicable to the Agency. As an interstate agency, the Agency is not subject to the requirements of the Missouri or Illinois Open Records Laws. See *KMOV-TV Inc. v. Bi-State Development Agency*, 625 F. Supp. 2d 808 (E.D. Mo. 2008). However, as a public entity, the Agency recognizes the importance of transparency and accountability with its constituents. As a result, the Agency adopts this Policy governing the public records of the Agency.~~

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B. Definition. ~~"Public record", any record, whether written or electronically stored, retained by the Agency, including any report, survey, memorandum, or other document or study prepared for the Agency by a consultant or other professional service paid for in whole or in part by public funds, including records created or maintained by private contractors under an agreement with the Agency or on behalf of the Agency. The term "public record" does not include 1) any internal memorandum or letter received or prepared by or on behalf of the Agency consisting of advice, opinions and recommendations in connection with the deliberative decision-making process of the Agency or any preliminary drafts, notes, recommendations, memoranda and other recordings in which opinions are expressed, or policies or actions are formulated, unless such records are presented at a public meeting; 2) off-line communications with the public on social medial including but not limited to responses, messages, phone records, and emails; or 3) communications and other documents of independent business enterprises established by the Agency, such as the Research Institute, unless such documents are presented to the governing body of the enterprise or the Agency.~~

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C. Custodian. ~~(revised 6/27/08)~~ The Agency hereby appoints the General Counsel as Custodian of the Agency's official records. The office of the General Counsel is located at the

Agency's Headquarters ~~Building, 211 North Broadway, Suite 700~~~~707 North First Street~~, St. Louis, Missouri 63102.

D. Closed Records. Circumstances under which Agency records are closed include, but are not limited to, the following:

- (1) Legal: Actual or potential legal actions, causes of action or litigation involving the Agency, including but not limited to any confidential or privileged communications between the Agency or its representatives and its attorneys. Any minutes, vote or settlement agreement relating to legal actions, causes of action or litigation involving the Agency or any agent or entity representing its interests or acting on its behalf or with its authority, including any insurance company, shall be made public upon final disposition of the matter voted upon or upon the signing by the parties of the settlement agreement, unless, prior to final disposition, the settlement agreement is ordered closed by a court. Legal work product shall be considered a closed record;
- (2) Real Estate: Leasing, purchase or sale of real estate by the Agency where public knowledge of the transaction might adversely affect the legal consideration therefor. However, any minutes, vote or public record approving a contract relating to the leasing, purchase or sale of real estate by the Agency shall be made public upon closing of the lease, purchase or sale of the real estate. Despite the provisions herein, any lease at the St. Louis Downtown Airport wherein the Agency is lessor shall be a closed record, except any rental and fees paid to the Agency thereunder shall be public;
- (3) Personnel: Hiring, firing, disciplining or promoting of particular employees by the Agency when personal information about the employee is discussed or recorded. However, any vote on a final decision, when taken by the Agency, to hire, fire, promote or discipline an employee shall be made available with a record of how each member voted to the public within seventy-two hours; provided, however, that any employee so affected shall be entitled to prompt notice of such decision during the seventy-two-hour period before such decision is made available to the public. Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment, including but not limited to records reflecting any health, disability, drug and alcohol matters, and discrimination issues, except that this exemption shall not apply to the names, positions, salaries and lengths of service of officers and employees of the Agency once they are employed as such;
- (4) Health Proceedings: Non-judicial mental or physical health proceedings involving identifiable persons, including medical, psychiatric, psychological, or alcoholism or drug dependency diagnosis or treatment;

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- (5) Employee Negotiations: Records relating to collective negotiating or bargaining matters between the Agency or its representatives and its employees or representatives, including but not limited to any discussions, work product, offers or positions, except that any final contract or agreement shall be open;
- (6) Data Processing: Administrative or technical information associated with automated data processing operations, including but not limited to software, operating protocols, computer program abstracts, file layouts, source listings, object modules, load modules, user guides, documentation pertaining to all logical and physical design of computerized systems, employee manuals, and any other information that, if disclosed, would jeopardize the security of the system or its data or the security of materials exempt under this Policy;
- (7) Purchasing and Contracts: Proposals and bids and related documents for any contract, grant, or agreement, including information which if it were disclosed would frustrate procurement or give an advantage to any person proposing to enter into a contractor agreement with the Agency, and any documents related to a negotiated contract, until an award or final selection is made or a contract is executed. Information prepared by or for the Agency in preparation of a bid solicitation, including but not limited to specifications for competitive bidding, shall be exempt until an award or final selection is made;
- (8) Proprietary Interest: Records relating to scientific and technological innovations in which the owner has a proprietary interest. Trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested;
- (9) Hotlines: Records relating to hotlines established for the reporting of abuse and wrongdoing, including the Agency's Compliance Program under Chapter 100 of Agency Policy, and any investigations and reports relating to such records;
- (10) Auditors: Confidential or privileged communications between the Agency and its auditors, including all auditor work product and materials prepared or compiled with respect to internal or external audits of the Agency;
- (11) Security: Vulnerability assessments; security measures (including security force measures, reports, policies and videos for Agency facilities, rail and bus); safety investigations and reports; operational guidelines; and response policies or plans that are designed to identify, prevent, or respond to potential incidents or attacks upon Agency patrons or systems, facilities, or installations, the destruction or contamination of which has the potential to endanger individual or public safety or health, but only to the extent that disclosure could reasonably be expected to jeopardize the effectiveness of the measures or the safety of the personnel who

implement them or the public. Architects' plans, engineers' technical submissions, existing or proposed security systems, structural plans, and other construction related technical documents for Agency projects, but only to the extent that disclosure would compromise security or safety. The portion of a record that identifies security systems or access codes or authorization codes for security systems of Agency real property;

- (12) Computers: Records that identify the configuration of components or the operation of a computer, computer system, computer network, or telecommunications network, and would allow unauthorized access to or unlawful disruption of a computer, computer system, computer network, or telecommunications network of the Agency. This exception shall not be used to limit or deny access to otherwise public records in a file, document, data file or database containing public records. Records related to the procurement of or expenditures relating to such computer, computer system, computer network, or telecommunications network, including the amount of moneys paid by, or on behalf of, the Agency for such computer, computer system, computer network, or telecommunications network shall be open;
- (13) Personal Access Codes: Credit card numbers, personal identification numbers, digital certificates, physical and virtual keys, access codes or authorization codes that are used to protect the security of electronic transactions between the Agency and a person or entity doing business with the Agency;
- (14) Personal Information: Personal information contained within public records, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, unless the disclosure is consented to in writing by the individual subjects of the information. "Unwarranted invasion of personal privacy" means the disclosure of information that is highly personal or objectionable to a reasonable person and in which the subject's right to privacy outweighs any legitimate public interest in obtaining the information. This shall include any personnel information exempt from disclosure under subsection (3), except that the disclosure of information that bears on the public duties of public employees and officials shall not be considered an invasion of personal privacy. Any personal information relating to Agency patrons, including but not limited to, medical information, shall be excluded pursuant to this section;
- (15) Insurance Information: Any and all proprietary information and records related to the operation of an intergovernmental risk management association or self-insurance pool or jointly self-administered health and accident cooperative or pool. Insurance or self-insurance (including any intergovernmental risk management association or self-insurance pool) claims (including but not limited to liability, workers' compensation, and equal employment), loss or risk management information, records, data, advice or communications;

(16) Rail, Bus or Facilities Safety and Accidents: Any and all documents related to rail, bus or facilities safety and accidents, including security camera videos or footage, security, portions of system safety program plans, investigation reports, surveys, schedules, lists, data, or information compiled, collected, or prepared by the Agency in connection with internal or external investigations;

(17) Protected by Law: Records and information which are protected from disclosure by law, including federal or state laws or rules or regulations.

In addition, although the Missouri Sunshine Law (Mo. Rev. Stat. § 610.010, *et seq.*) and Illinois Freedom of Information Act (5 Ill. Comp. Stat. § 140/1, *et seq.*) are not applicable to the Agency as an interstate compact agency, as a matter of policy, in addition the specific exemptions listed above, the Agency reserves the right to close any record of the Agency which would be permitted to be closed under any exemption in these Missouri or Illinois laws, as amended, if those laws were applicable to the Agency.

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Notwithstanding anything else provided herein, the Agency also reserves the right to close any record at its discretion if the Agency deems such closure to be in the Agency's best interests.

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C.E. Requests for Records. ~~(revised 6/27/08)~~ Requests for Agency records must be in writing to the Custodian of Records, the General Counsel. The General Counsel will reply to a written request for Agency records within three business days of its receipt, except in the case of an emergency or for other reasonable cause, either arranging or determining access to the Agency records or denying the request.

F. Interpretation and Appeal. The determination of whether or not a particular record is exempt from disclosure is in the discretion of the Custodian of Records. Any person wishing to appeal such determination may, within 10 business days of the Custodian's determination, file an appeal with the President & CEO of the Agency, who shall respond to the appeal within 10 business days. The determination of the President & CEO shall be final.

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DG. Fees. ~~(revised 6/27/08)~~ The Agency may charge fees not to exceed the actual cost of producing the requested records, including document search, review, assembly and duplication of the requested records, ~~reasonable fees and expenses incurred in connection therewith, and duplication of the requested records.~~ The fees, including reasonable costs, to be charged for the search, review, assembly and furnishing copies of the records ~~and other estimated costs of production~~ shall be paid prior to production or reproduction of records requested. A non-refundable fee of \$25.00 shall be paid for each record request at the time of the request but such fee will be applied to the cost of production for any documents produced. The Ceustodian may choose to furnish documents without charge or at a reduced charge when the Ceustodian

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determines that a waiver or reduction of the fee is in the public interest because it is likely to contribute significantly to public understanding of the operations or activities of the Agency and it is not primarily in the commercial interest of the requestor.

**Open Session Item 10**  
**Attachment 3**

## **Section 10.060                      Board and Committee Meetings**

A.     Compact and Bylaws to Control. The conduct of regular and special meetings of the Board of Commissioners and Committees thereof established pursuant to this Chapter 10 of the Collected Board Policies, including the provision of notice, place where such meetings are held, and applicable attendance and quorum requirements shall be done pursuant to and in accordance with the Board Bylaws and the Compact. The provisions of this section shall supplement such matters.

B.     Agendas. The President & CEO shall prepare the agenda for Board and Committee meetings in accordance with the provisions of the Compact and Board Policy. He or she shall place such matters upon the agenda as may be requested by the Chair of the Board and such Committee or any Board Commissioner. Requests by a Committee or a Commissioner for the preparation of a report, policy or report for a Board Agenda, which in the opinion of the President & CEO will require the expenditure of significant staff time or funds, may not be acted upon by the President & CEO until approved by the Board.

C.     Consent Agenda Procedure. The President & CEO may, at his or her discretion, place any item of business on the consent agenda, provided the item of business does not involve any advertised public hearing, does not require a super majority vote, and as to which no request has been made by a Commissioner to discuss the matter. The consent agenda shall be prepared by the President & CEO. An item of business placed on the consent agenda may be removed from such agenda at any time prior to the finalization of the consent agenda as set forth herein. An item of business shall be automatically removed from the consent agenda if a request is made by a Commissioner that they wish to speak or have discussion on the matter. An item included on the consent agenda shall not be debated or discussed by a Commissioner unless the Commissioner has requested an opportunity to speak on the matter prior to the finalization of the consent agenda. Items of business contained on the consent agenda shall be voted upon by the Board considering the consent agenda in its entirety and shall not be taken up for consideration as separate matters, except that nothing contained herein shall be construed to prohibit a Commissioner from voting individually on each separate item shown on the consent agenda.

A vote by a Commissioner for adoption of the consent agenda shall mean that the Commissioner has requested that his or her vote be recorded as an "aye" vote for each separate item on the consent agenda and shall be recorded as such. A vote against adoption of the consent agenda shall be recorded as a "nay" vote on each item placed on the consent agenda and shall be recorded as such. Provided, however, a Commissioner, when casting an "aye" or "nay" vote, may specifically exclude from such vote for approval or disapproval of the consent agenda specific items on the agenda, and in such event the minutes shall record the exceptions accordingly.

Consent agendas following this procedure may also be used for closed (executive) session agendas.

D. Order of Business.

1. Call to Order
2. Roll Call
3. Public Comment (requested pursuant to Board policy)
4. Approval of Minutes
5. Report of Treasurer
6. Report of Chair
7. Report of President & CEO
8. Committee Reports
9. Approval and Adjustment of Agenda - Commissioners to indicate matters for deletion from Consent Agenda on which discussion is requested
10. Consent Agenda Items - which shall include all items recommended for Board action by a Board Committee except matters requiring a public hearing, matters which discussion is requested by a Commissioner, matters requiring a super majority vote, or matters on which a presentation is deemed desirable by the President & CEO
11. Committee Action Items
12. Unscheduled Business
13. Call of and Dates for Future Board and Committee Meetings
14. Adjournment to Closed (Executive) Session

E. Conduct of Meetings; Rules of Order.

1. Rules of Order. The Chair will conduct Board meetings under informal Roberts Rules of Order. Issues may be discussed by the Board as a committee of the whole. In order to ensure order, the Chair (or a majority motion) may, for an individual meeting, require strict adherence to Roberts Rules of Order, current U.S. edition.
2. Conduct of Meetings. Persons authorized to speak at the Board meetings are the Commissioners and the President & CEO. Other Agency staff or agents may be called upon to participate in meetings at the sole discretion

of the Board. Persons wishing to address the Commissioners may do so only pursuant to the Agency's public comment policy as set forth herein, provided that the matter is appropriate, is delivered in an orderly and brief manner, and does not interfere with the Board's timely conduct of business as determined by the Chair.

F. Public Comment.

1. Meetings of the Board and Committees shall provide for public comment in the following instances:
  - a. In connection with matters related to capital grant applications, fare increases and service changes, and changes to the paratransit plan as required by provision of applicable law
  - b. On motion adopted by the Board permitting public comment on a specified topic or topics
  - c. At the written request of a member of the public specifying the topic or topics to be addressed during such public comment and provided to the Agency's public information officer at least 48 hours prior to the Board or Committee meeting at which such public comment is requested. No public comment shall be allowed by parties or their legal counsel in connection with any matter involving a pending bid protest, litigation or legal matter.
2. All public comments shall be made pursuant to the following rules:
  - a. All individuals shall state their name, address and topic for comment
  - b. All individuals shall address the Chair and shall not proceed with public comment until recognized by the Chair
  - c. No disrespectful language may be used or comments with respect to personalities shall be made
  - d. An individual called to order by the Chair shall immediately desist from speaking until permitted to continue by the Chair
  - e. Public comment by an individual shall be limited to five minutes unless permission to continue is given by motion adopted by the Board

## **Section 10.070      Public Meetings**

A.    Policy.    As an interstate compact agency, the Agency is not subject to the requirements of the Missouri or Illinois Open Records Laws.    See *KMOV-TV Inc. v. Bi-State Development Agency*, 625 F. Supp. 2d 808 (E.D. Mo. 2008).    However, as a public entity, the Agency recognizes the importance of transparency and accountability with its constituents.    As a result, the Agency adopts this Policy governing public meetings of the Agency.

### **B.    Meetings, Notices and Emergencies.**

1.    Regular Meetings. The Agency shall give public notice of the schedule of regular meetings of the Board of Commissioners (the “Board”) at the beginning of each calendar year, stating the dates, times and places of such regular meetings. When it is necessary to reschedule a regular meeting, at least 10 days’ notice of such change, whenever possible, shall be given by publication on the Agency’s website.
2.    Special Meetings; Emergencies. The Agency shall give public notice of any special meeting of the Board or its Committees at least 48 hours before such meeting, except a meeting held in the event of a bona fide emergency or a reconvened meeting where the original meeting was open to the public and (a) it is to be reconvened within 24 hours, and (b) an announcement of the time and place of the reconvened meeting was made at the original meeting. Public notice shall be given by posting a copy of the notice at the Agency’s Headquarters, 211 North Broadway, Suite 650, St. Louis, Missouri 63102. When it is necessary to hold a meeting on less than 48 hours notice, the nature of the good cause justifying the departure from the normal notice requirements shall be stated in the minutes.
3.    Notice to News Media and Others. The Agency shall also supply copies of the schedule of regular meetings and notice of any special, emergency, rescheduled or reconvened meeting of the Board or its Committees to any news medium or member of the public that has filed an annual request for such notice with the Agency. Such annual request shall be filed with the Agency and shall include an email address or telephone number within the territorial jurisdiction of the Agency at which such notice may be given.



4. Posting of Meeting Agenda. The tentative agenda of each regular meeting of the Board or its Committees and that of any special, rescheduled, or reconvened meeting shall be posted on the Agency's website at least 48 hours in advance of the holding of the meeting.
5. Notice of Closed Meetings or Vote. Notice of any closed meeting or vote shall be provided by giving notice of the time, date and place of such meeting in the manner prescribed by this section. Such notice shall also state the reason for holding such closed meeting. The Agency may close its meetings, or parts thereof, for any of the circumstances listed for closing records in the Agency's Public Records Policy (Section 10.080). Any motion to go into closed (executive) session will state the reason for holding such closed (executive) session.

C. Accessibility. Each meeting shall be held at a place accessible to the public and at a time reasonably convenient to the public, unless for good cause such a place or time is impossible or impractical. When it is necessary to hold a meeting at a place that is not reasonably accessible to the public, or at a time that is not reasonably convenient to the public, the nature of the good cause justifying the departure from the normal requirements shall be stated in the minutes.

D. Disruption of Meetings. No person shall be allowed to conduct themselves during the proceedings of open meetings of the Board or its Committees in any manner which disrupts the meetings. Public meetings of the Agency may be videotaped at the discretion of the Chair as long as such activity does not become disruptive. The Chair may order the removal of any disruptive person from the meeting.

E. Minutes. The Agency shall keep written minutes of all meetings of its Board and its Committees, which minutes shall include the following:

1. the date, time and place of the meeting;
2. the members of the Board recorded as either present or absent; and

3. a roll call vote during open session on the vote to go into closed (executive) session;
4. a roll call of all votes taken during closed (executive) session; and
5. a general description of all matters proposed, discussed or decided, and a record of any votes taken.

The minutes of meetings open to the public shall be available for public inspection at the Agency's Headquarters within seven days of the approval of such minutes by the Board. Minutes of meetings closed to the public or closed (executive) sessions shall be available only after the Board determines that it is no longer necessary to protect the public interest or the privacy of an individual by keeping them confidential. In determining whether closed minutes and votes should be opened, the Agency shall be guided by its Public Records Policy and the exemptions set forth therein, and whether any matters considered in such closed meetings or sessions have since become public. The minutes, or any parts thereof, and vote on such matter may be made public at the discretion of the Board and identified in the open meeting minutes as "Closed Session Items Made Public."

## **Section 10.080          Public Records**

A.     Policy. As an interstate agency, the Agency is not subject to the requirements of the Missouri or Illinois Open Records Laws. See *KMOV-TV Inc. v. Bi-State Development Agency*, 625 F. Supp. 2d 808 (E.D. Mo. 2008). However, as a public entity, the Agency recognizes the importance of transparency and accountability with its constituents. As a result, the Agency adopts this Policy governing the public records of the Agency.

B.     Definition. "Public record", any record, whether written or electronically stored, retained by the Agency, including any report, survey, memorandum, or other document or study prepared for the Agency by a consultant or other professional service paid for in whole or in part by public funds, including records created or maintained by private contractors under an agreement with the Agency or on behalf of the Agency. The term "public record" does not include 1) any internal memorandum or letter received or prepared by or on behalf of the Agency consisting of advice, opinions and recommendations in connection with the deliberative decision-making process of the Agency or any preliminary drafts, notes, recommendations, memoranda and other recordings in which opinions are expressed, or policies or actions are formulated, unless such records are presented at a public meeting; 2) off-line communications

with the public on social media including but not limited to responses, messages, phone records, and emails; or 3) communications and other documents of independent business enterprises established by the Agency, such as the Research Institute, unless such documents are presented to the governing body of the enterprise or the Agency.

C. Custodian. The Agency hereby appoints the General Counsel as Custodian of the Agency's official records. The office of the General Counsel is located at the Agency's Headquarters, 211 North Broadway, Suite 700, St. Louis, Missouri 63102.

D. Closed Records. Circumstances under which Agency records are closed include, but are not limited to, the following:

- (1) Legal: Actual or potential legal actions, causes of action or litigation involving the Agency, including but not limited to any confidential or privileged communications between the Agency or its representatives and its attorneys. Any minutes, vote or settlement agreement relating to legal actions, causes of action or litigation involving the Agency or any agent or entity representing its interests or acting on its behalf or with its authority, including any insurance company, shall be made public upon final disposition of the matter voted upon or upon the signing by the parties of the settlement agreement, unless, prior to final disposition, the settlement agreement is ordered closed by a court. Legal work product shall be considered a closed record;
- (2) Real Estate: Leasing, purchase or sale of real estate by the Agency where public knowledge of the transaction might adversely affect the legal consideration therefor. However, any minutes, vote or public record approving a contract relating to the leasing, purchase or sale of real estate by the Agency shall be made public upon closing of the lease, purchase or sale of the real estate. Despite the provisions herein, any lease at the St. Louis Downtown Airport wherein the Agency is lessor shall be a closed record, except any rental and fees paid to the Agency thereunder shall be public;
- (3) Personnel: Hiring, firing, disciplining or promoting of particular employees by the Agency when personal information about the employee is discussed or recorded. However, any vote on a final decision, when taken by the Agency, to hire, fire, promote or discipline an employee shall be made available with a record of how each member voted to the public within seventy-two hours; provided, however, that any employee so affected shall be entitled to prompt notice of such decision during the seventy-two-hour period before such decision is made available to the public. Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment, including but not limited to records reflecting any health, disability, drug and

alcohol matters, and discrimination issues, except that this exemption shall not apply to the names, positions, salaries and lengths of service of officers and employees of the Agency once they are employed as such;

- (4) Health Proceedings: Non-judicial mental or physical health proceedings involving identifiable persons, including medical, psychiatric, psychological, or alcoholism or drug dependency diagnosis or treatment;
- (5) Employee Negotiations: Records relating to collective negotiating or bargaining matters between the Agency or its representatives and its employees or representatives, including but not limited to any discussions, work product, offers or positions, except that any final contract or agreement shall be open;
- (6) Data Processing: Administrative or technical information associated with automated data processing operations, including but not limited to software, operating protocols, computer program abstracts, file layouts, source listings, object modules, load modules, user guides, documentation pertaining to all logical and physical design of computerized systems, employee manuals, and any other information that, if disclosed, would jeopardize the security of the system or its data or the security of materials exempt under this Policy;
- (7) Purchasing and Contracts: Proposals and bids and related documents for any contract, grant, or agreement, including information which if it were disclosed would frustrate procurement or give an advantage to any person proposing to enter into a contractor agreement with the Agency, and any documents related to a negotiated contract, until an award or final selection is made or a contract is executed. Information prepared by or for the Agency in preparation of a bid solicitation, including but not limited to specifications for competitive bidding, shall be exempt until an award or final selection is made;
- (8) Proprietary Interest: Records relating to scientific and technological innovations in which the owner has a proprietary interest. Trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested;
- (9) Hotlines: Records relating to hotlines established for the reporting of abuse and wrongdoing, including the Agency's Compliance Program under Chapter 100 of Agency Policy, and any investigations and reports relating to such records;
- (10) Auditors: Confidential or privileged communications between the Agency and its auditors, including all auditor work product and materials prepared or compiled with respect to internal or external audits of the Agency;

- (11) Security: Vulnerability assessments; security measures (including security force measures, reports, policies and videos for Agency facilities, rail and bus); safety investigations and reports; operational guidelines; and response policies or plans that are designed to identify, prevent, or respond to potential incidents or attacks upon Agency patrons or systems, facilities, or installations, the destruction or contamination of which has the potential to endanger individual or public safety or health, but only to the extent that disclosure could reasonably be expected to jeopardize the effectiveness of the measures or the safety of the personnel who implement them or the public. Architects' plans, engineers' technical submissions, existing or proposed security systems, structural plans, and other construction related technical documents for Agency projects, but only to the extent that disclosure would compromise security or safety. The portion of a record that identifies security systems or access codes or authorization codes for security systems of Agency real property;
- (12) Computers: Records that identify the configuration of components or the operation of a computer, computer system, computer network, or telecommunications network, and would allow unauthorized access to or unlawful disruption of a computer, computer system, computer network, or telecommunications network of the Agency. This exception shall not be used to limit or deny access to otherwise public records in a file, document, data file or database containing public records. Records related to the procurement of or expenditures relating to such computer, computer system, computer network, or telecommunications network, including the amount of moneys paid by, or on behalf of, the Agency for such computer, computer system, computer network, or telecommunications network shall be open;
- (13) Personal Access Codes: Credit card numbers, personal identification numbers, digital certificates, physical and virtual keys, access codes or authorization codes that are used to protect the security of electronic transactions between the Agency and a person or entity doing business with the Agency;
- (14) Personal Information: Personal information contained within public records, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, unless the disclosure is consented to in writing by the individual subjects of the information. "Unwarranted invasion of personal privacy" means the disclosure of information that is highly personal or objectionable to a reasonable person and in which the subject's right to privacy outweighs any legitimate public interest in obtaining the information. This shall include any personnel information exempt from disclosure under subsection (3), except that the disclosure of information that bears on the public duties of public employees and officials shall not be considered an invasion of personal privacy. Any personal information relating to Agency patrons, including but not limited to, medical information, shall be excluded pursuant to this section;

- (15) Insurance Information: Any and all proprietary information and records related to the operation of an intergovernmental risk management association or self-insurance pool or jointly self-administered health and accident cooperative or pool. Insurance or self-insurance (including any intergovernmental risk management association or self-insurance pool) claims (including but not limited to liability, workers' compensation, and equal employment), loss or risk management information, records, data, advice or communications;
- (16) Rail, Bus or Facilities Safety and Accidents: Any and all documents related to rail, bus or facilities safety and accidents, including security camera videos or footage, security, portions of system safety program plans, investigation reports, surveys, schedules, lists, data, or information compiled, collected, or prepared by the Agency in connection with internal or external investigations;
- (17) Protected by Law: Records and information which are protected from disclosure by law, including federal or state laws or rules or regulations.

In addition, although the Missouri Sunshine Law (Mo. Rev. Stat. § 610.010, *et seq.*) and Illinois Freedom of Information Act (5 Ill. Comp. Stat. § 140/1, *et seq.*) are not applicable to the Agency as an interstate compact agency, as a matter of policy, in addition the specific exemptions listed above, the Agency reserves the right to close any record of the Agency which would be permitted to be closed under any exemption in these Missouri or Illinois laws, as amended, if those laws were applicable to the Agency.

Notwithstanding anything else provided herein, the Agency also reserves the right to close any record at its discretion if the Agency deems such closure to be in the Agency's best interests.

E. Requests for Records. Requests for Agency records must be in writing to the Custodian of Records, the General Counsel. The General Counsel will reply to a written request for Agency records within three business days of its receipt, except in the case of an emergency or for other reasonable cause, either arranging or determining access to the Agency records or denying the request.

F. Interpretation and Appeal. The determination of whether or not a particular record is exempt from disclosure is in the discretion of the Custodian of Records. Any person wishing to appeal such determination may, within 10 business days of the Custodian's determination, file an appeal with the President & CEO of the Agency, who shall respond to the appeal within 10 business days. The determination of the President & CEO shall be final.



G. Fees. The Agency may charge fees not to exceed the actual cost of producing the requested records, including document search, review, assembly and duplication of the requested records. The fees, including reasonable costs, to be charged for the search, review, assembly and furnishing copies of the records shall be paid prior to production or reproduction of records requested. A non-refundable fee of \$25.00 shall be paid for each record request at the time of the request but such fee will be applied to the cost of production for any documents produced. The Custodian may choose to furnish documents without charge or at a reduced charge when the Custodian determines that a waiver or reduction of the fee is in the public interest because it is likely to contribute significantly to public understanding of the operations or activities of the Agency and it is not primarily in the commercial interest of the requestor.



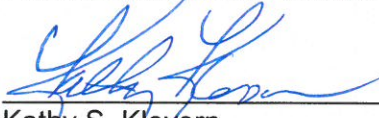
# FISCAL YEAR 2016 QUARTERLY FINANCIAL STATEMENTS

**Fourth Quarter**  
Ending June 30, 2016





To: John M. Nations  
President and Chief Executive Officer

From:   
Kathy S. Klevorn,  
Senior Vice President Finance and CFO

Date: August 2, 2016

Subject: Bi-State Development Financial Statements – June 2016

Enclosed is the financial statement package for June 30, 2016. Results, including the analysis and financial position, are provided by operating unit. These results are *unaudited* and subject to change. The financial statements presented are not prepared in conformity with U.S. Generally Accepted Accounting Principles (U.S. GAAP). A U.S. GAAP presentation would include, among other things, revenue and expenses identified as operating or non-operating and segregated accordingly, depreciation shown as an operating expense; full disclosure of all material financial and non-financial events with accompanying footnote disclosures; and a Management Discussion and Analysis (MD&A) section.

A summary of all Bi-State Development (BSD) enterprise funds and the internal service fund indicates that the government wide entity has net assets of \$1.45 billion and Income before Depreciation of \$9.0 million for the twelve months ending June 30, 2016. When analyzing BSD's financial position, the primary focus is on Income before Depreciation. The majority of the capital program is funded through Federal grants - not profits from operations. Net Loss after Depreciation is \$65.1 million. The government wide financials are reflected on pages 3-5.

A combining schedule of all enterprise funds can be viewed on pages 6-8. Within the complete package, each Bi-State Development entity has a comprehensive financial section including financial analysis, Statement of Net Position, Statement of Revenues, Expenses and Changes in Net Position, Detail Schedule of Wages and Benefits, Cash Receipts and Disbursement Schedule, Statement of Cash Flows, and Capital Expenditures for Active Projects as applicable. These sections are designed to give the reader a comprehensive understanding of the financial operation of each entity.

Table 1 below summarizes Government Wide Income (Loss) before Depreciation by entity. For the twelve months ended June 30, 2016, BSD has Income before Depreciation of \$9.0 million compared to a budget of (\$6.3) million for a positive variance of \$15.3 million. Metro represents 73% of the \$9.0 million and historically operates positive to budget until the end of the year. Several large expenses require an annual actuarial review and are adjusted in June. They include medical expenses, pension and insurance programs. Full accrual of other expenses are reflected in the June financials as well. Several efficiencies have been implemented by management to reduce costs. The most notable is the retiree medical program transition to Health Savings Accounts (HSA) for post age 65 retiree participants. Favorable variances in active medical, fuel, parts, utilities and services are offsetting lower passenger revenue due to ridership loss. Gateway Arch Tram income has exceeded expectations during this renovation year as well. The Gateway Arch financials are impacted by multiple contributions of renovation funds to and from the National Park Service; therefore, a prior year comparison is not indicative of usual operations. Riverfront Attractions had a weak start to fiscal year 2016 due to flooding

and obstruction from construction activity, but ended the year better than budget. Riverfront Attractions owes Executive Service in excess of \$1 million as a result of losses over several years. The St. Louis Downtown Airport is operating at a loss because of tenant vacancies. Executive Service is operating at a favorable variance as expenses are lower than anticipated during budget development. The Health Self-Insurance Internal Service Fund is not designed long term to have gains or losses due to the internal nature of the fund. The remaining enterprises marginally impact the financials; however they are expanding regional development opportunities.

**Table 1**  
**Government Wide Income(Loss) before Depreciation**

	<b>Year-to-Date</b>				
	<b>Actual</b>	<b>Budget</b>	<b>Prior Year</b>	<b>\$ Var Bgt</b>	<b>\$ Var Prior Yr</b>
<b>Enterprise Funds</b>					
Executive Services	\$ 320,572	\$ 17,128	\$ 1,075,645	\$ 303,444	\$ (755,073)
Gateway Arch Tram	2,399,823	1,142,590	(6,017,960)	1,257,233	8,417,783
Metro	6,529,657	(7,611,683)	10,513,237	14,141,340	(3,983,580)
St. Louis Downtown Airport	(188,991)	(34,455)	144,526	(154,536)	(333,517)
Riverfront Attractions	112,980	10,512	(386,436)	102,468	499,416
St. Louis Regional Freightway	(223,461)	154,273	-	(377,734)	(223,461)
Research Institute	39,409	-	(282)	39,409	39,691
Arts In Transit	20,313	-	2,261	20,313	18,052
<b>Total Enterprise Funds</b>	<b>9,010,302</b>	<b>(6,321,635)</b>	<b>5,330,991</b>	<b>15,331,937</b>	<b>3,679,311</b>
<b>Internal Service Fund</b>	<b>(57,553)</b>	<b>(37,819)</b>	<b>-</b>	<b>(19,734)</b>	<b>(57,553)</b>
<b>Total Government Wide</b>	<b>\$ 8,952,749</b>	<b>\$ (6,359,454)</b>	<b>\$ 5,330,991</b>	<b>\$ 15,312,203</b>	<b>\$ 3,621,758</b>

Table 2 takes into account the impact of depreciation on the financial position of all enterprises resulting in a cumulative \$65.1 million loss.

**Table 2**  
**Government Wide Net Income(Loss)**

	<b>Year-to-Date</b>				
	<b>Actual</b>	<b>Budget</b>	<b>Prior Year</b>	<b>\$ Var Bgt</b>	<b>\$ Var Prior Yr</b>
<b>Enterprise Funds</b>					
Executive Services	\$ 318,635	\$ 15,191	\$ 1,073,212	\$ 303,444	\$ (754,577)
Gateway Arch Tram	2,325,403	990,716	(5,864,796)	1,334,687	8,190,199
Metro	(65,530,131)	(83,645,901)	(58,958,881)	18,115,770	(6,571,250)
St. Louis Downtown Airport	(1,746,937)	(1,596,832)	(1,420,330)	(150,105)	(326,607)
Riverfront Attractions	(220,329)	(304,900)	(676,486)	84,571	456,157
St. Louis Regional Freightway	(223,461)	154,273	-	(377,734)	(223,461)
Research Institute	39,409	-	(282)	39,409	39,691
Arts In Transit	20,313	-	2,261	20,313	18,052
<b>Total Enterprise Funds</b>	<b>(65,017,098)</b>	<b>(84,387,453)</b>	<b>(65,845,302)</b>	<b>19,370,355</b>	<b>828,204</b>
<b>Internal Service Fund</b>	<b>(57,553)</b>	<b>(37,819)</b>	<b>-</b>	<b>(19,734)</b>	<b>(57,553)</b>
<b>Total Government Wide</b>	<b>\$ (65,074,651)</b>	<b>\$ (84,425,272)</b>	<b>\$ (65,845,302)</b>	<b>\$ 19,350,621</b>	<b>\$ 770,651</b>

The Finance Division is available for any questions concerning the June 30, 2016 financial report. Thank you.



BI·STATE  
DEVELOPMENT

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**Bi-State Development Agency of the  
Missouri-Illinois Metropolitan District  
Government Wide  
Quarterly Statement of Net Position  
June 30, 2016  
(unaudited)**

	Enterprise Funds Total	Internal Service Fund Total	Total	Eliminations	Government-Wide Financial Total
<b>Assets</b>					
Current assets					
Cash	\$ 109,481,888	\$ 5,247,324	\$ 114,729,212	\$ -	\$ 114,729,212
Investments	138,325,561	-	138,325,561	-	138,325,561
Accounts and notes receivable	2,179,669	18,405	2,198,074	-	2,198,074
Interfund accounts receivable	-	1,158,751	1,158,751	(1,158,751)	-
Restricted accounts receivable	220,433	-	220,433	-	220,433
Federal, state and local assistance receivable	38,113,821	-	38,113,821	-	38,113,821
Materials and supplies inventory	8,916,617	-	8,916,617	-	8,916,617
Other current assets	1,546,407	-	1,546,407	-	1,546,407
Total current assets	298,784,396	6,424,480	305,208,876	(1,158,751)	304,050,125
Capital assets					
Capital assets - motorbus	376,200,259	-	376,200,259	-	376,200,259
Capital assets - paratransit	18,235,313	-	18,235,313	-	18,235,313
Capital assets - lightrail	1,602,450,229	-	1,602,450,229	-	1,602,450,229
Capital assets	64,755,621	-	64,755,621	-	64,755,621
Total capital assets	2,061,641,422	-	2,061,641,422	-	2,061,641,422
Accumulated depreciation	(1,157,992,965)	-	(1,157,992,965)	-	(1,157,992,965)
Total capital assets, net	903,648,457	-	903,648,457	-	903,648,457
Land	101,741,850	-	101,741,850	-	101,741,850
Construction-in-process	31,060,393	-	31,060,393	-	31,060,393
Total capital assets	1,036,450,700	-	1,036,450,700	-	1,036,450,700
Non-current assets					
Restricted investments	97,643,652	-	97,643,652	-	97,643,652
Deferred charges	5,883	-	5,883	-	5,883
Other non-current assets, net amort	123,354	-	123,354	-	123,354
Total non-current assets	97,772,889	-	97,772,889	-	97,772,889
Total assets	1,433,007,985	6,424,480	1,439,432,465	(1,158,751)	1,438,273,714
Deferred outflow of resources					
Deferred pension loss	1,824,508	-	1,824,508	-	1,824,508
Deferred pension expense	2,113,257	-	2,113,257	-	2,113,257
Deferred loss on hedging instruments	628,560	-	628,560	-	628,560
Deferred loss on debt refunding	3,210,592	-	3,210,592	-	3,210,592
Total deferred outflow of resources	7,776,917	-	7,776,917	-	7,776,917
<b>Total</b>	<b>\$ 1,440,784,902</b>	<b>\$ 6,424,480</b>	<b>\$ 1,447,209,382</b>	<b>\$ (1,158,751)</b>	<b>\$ 1,446,050,631</b>

**Bi-State Development Agency of the  
Missouri-Illinois Metropolitan District  
Government Wide  
Quarterly Statement of Net Position  
June 30, 2016  
(unaudited)**

	Enterprise Funds Total	Internal Service Fund Total	Total	Eliminations	Government-Wide Financial Total
<b>Liabilities</b>					
Current liabilities					
Accounts payable	\$ 7,350,702	\$ -	\$ 7,350,702	\$ -	\$ 7,350,702
Interfund accounts payable	(3,022,770)	4,181,521	1,158,751	(1,158,751)	-
Accrued expenses	20,817,565	44,600	20,862,165	-	20,862,165
Other current liabilities	22,177,746	-	22,177,746	-	22,177,746
Total current liabilities	47,323,243	4,226,121	51,549,364	(1,158,751)	50,390,613
Current liab payable from restricted assets					
Accounts payable and retention	1,148,773	-	1,148,773	-	1,148,773
Accrued interest payable	5,344,744	-	5,344,744	-	5,344,744
General self-insurance liability	6,905,964	-	6,905,964	-	6,905,964
Medical self-insurance liability	-	2,255,254	2,255,254	-	2,255,254
Current portion of long-term debt	8,026,020	-	8,026,020	-	8,026,020
Total current liabilities payable from restricted assets	21,425,501	2,255,254	23,680,755	-	23,680,755
Total current liabilities	68,748,744	6,481,375	75,230,119	(1,158,751)	74,071,368
Non-current liabilities					
Other post-employment benefits	51,097,774	658	51,098,432	-	51,098,432
Long-term self-insurance	6,162,476	-	6,162,476	-	6,162,476
Long-term debt	553,118,291	-	553,118,291	-	553,118,291
Capital lease obligations	97,628,680	-	97,628,680	-	97,628,680
Unfunded pension liabilities	89,160,637	-	89,160,637	-	89,160,637
Other non-current liabilities	7,118,610	-	7,118,610	-	7,118,610
Total non-current liabilities	804,286,468	658	804,287,126	-	804,287,126
Total liabilities	873,035,212	6,482,033	879,517,245	(1,158,751)	878,358,494
<b>Net Position</b>					
Net position - capital investments	1,148,594,276	-	1,148,594,276	-	1,148,594,276
Net position - unrestricted	(515,827,488)	-	(515,827,488)	-	(515,827,488)
Net income (loss)	(65,017,098)	(57,553)	(65,074,651)	-	(65,074,651)
Total net position	567,749,690	(57,553)	567,692,137	-	567,692,137
<b>Total</b>	\$ 1,440,784,902	\$ 6,424,480	\$ 1,447,209,382	\$ (1,158,751)	\$ 1,446,050,631

**Bi-State Development Agency of the  
Missouri-Illinois Metropolitan District  
Government Wide  
Statement of Activities  
For the Twelve Months Ended June 30, 2016  
(unaudited)**

	Enterprise Funds Total	Internal Service Fund Total	Total	Eliminations	Government-Wide Financial Total
<b>Revenue</b>					
Passenger and service revenues	\$ 57,641,988	\$ -	\$ 57,641,988	\$ -	\$ 57,641,988
Partnership fees	259,611	-	259,611	-	259,611
City of St. Louis	33,611,685	-	33,611,685	-	33,611,685
St. Louis County	119,553,646	-	119,553,646	-	119,553,646
St. Clair County Transit District	52,979,061	-	52,979,061	-	52,979,061
State of Missouri and Illinois	1,086,504	-	1,086,504	-	1,086,504
Federal funding	21,339,904	-	21,339,904	-	21,339,904
Other local/regional funding	1,069,131	-	1,069,131	-	1,069,131
Contributions	66,693	-	66,693	-	66,693
Advertising, maint services, rental income	8,059,168	-	8,059,168	-	8,059,168
Interest income	7,486,902	-	7,486,902	-	7,486,902
Other Operating Revenue	362,219	-	362,219	-	362,219
Charges for services	-	29,962,388	29,962,388	(23,237,254)	6,725,134
<b>Total revenue</b>	<b>303,516,512</b>	<b>29,962,388</b>	<b>333,478,900</b>	<b>(23,237,254)</b>	<b>310,241,646</b>
<b>Expense</b>					
Wages and benefits	177,975,696	852,725	178,828,421	-	178,828,421
Services	32,695,041	170,327	32,865,368	-	32,865,368
Fuel and lube consumed	14,484,706	-	14,484,706	-	14,484,706
Materials and supplies	23,730,248	11,964	23,742,212	-	23,742,212
Utilities	7,457,139	3,660	7,460,799	-	7,460,799
Casualty and liability costs	6,223,139	-	6,223,139	-	6,223,139
Other expenses	5,184,144	28,502	5,212,646	-	5,212,646
Interest expense	25,408,510	-	25,408,510	-	25,408,510
Contribution to outside entities	112,225	-	112,225	-	112,225
Other non-operating expense	1,235,362	-	1,235,362	-	1,235,362
Claims paid and insurance administrative costs	-	28,952,763	28,952,763	(23,237,254)	5,715,509
<b>Total expense</b>	<b>294,506,210</b>	<b>30,019,941</b>	<b>324,526,151</b>	<b>(23,237,254)</b>	<b>301,288,897</b>
<b>Income (loss) before depreciation</b>	<b>9,010,302</b>	<b>(57,553)</b>	<b>8,952,749</b>	<b>-</b>	<b>8,952,749</b>
Depreciation and amortization expense	74,027,400	-	74,027,400	-	74,027,400
<b>Net income (loss)</b>	<b>\$ (65,017,098)</b>	<b>\$ (57,553)</b>	<b>\$ (65,074,651)</b>	<b>\$ -</b>	<b>\$ (65,074,651)</b>

**Bi-State Development Agency of the  
Missouri-Illinois Metropolitan District  
Enterprise Funds  
Quarterly Statement of Net Position  
June 30, 2016  
(unaudited)**

	Executive Services	Gateway Arch Tram	Riverfront Attractions	St. Louis Downtown Airport	Metro	St. Louis Regional Freightway	Bi-State Development Research Inst.	Arts In Transit, Inc.	Totals	Interfund Eliminations	Totals After Eliminations
<b>Assets</b>											
Current assets											
Cash	\$ 4,066,098	\$ 17,987,902	\$ 93,263	\$ 607,682	\$ 86,659,206	\$ 6,036	\$ 39,127	\$ 22,574	\$ 109,481,888	\$ -	\$ 109,481,888
Investments	-	-	-	-	138,325,561	-	-	-	138,325,561	-	138,325,561
Accounts and notes receivable	74,318	6,547	19,415	41,618	1,880,996	152,775	-	4,000	2,179,669	-	2,179,669
Interfund accounts receivable	1,969,245	1,398,580	186,782	153,954	4,349,337	-	-	-	8,057,898	(8,057,898)	-
Restricted accounts receivable	-	-	-	-	220,433	-	-	-	220,433	-	220,433
Federal, state and local assistance receivable	-	16,796	-	-	38,097,025	-	-	-	38,113,821	-	38,113,821
Materials and supplies inventory	-	-	39,773	61,591	8,815,253	-	-	-	8,916,617	-	8,916,617
Other current assets	40,701	-	-	16,111	1,489,595	-	-	-	1,546,407	-	1,546,407
Total current assets	6,150,362	19,409,825	339,233	880,956	279,837,406	158,811	39,127	26,574	306,842,294	(8,057,898)	298,784,396
Capital assets											
Capital assets - motorbus	-	-	-	-	376,200,259	-	-	-	376,200,259	-	376,200,259
Capital assets - paratransit	-	-	-	-	18,235,313	-	-	-	18,235,313	-	18,235,313
Capital assets - lightrail	-	-	-	-	1,602,450,229	-	-	-	1,602,450,229	-	1,602,450,229
Capital assets	56,240	6,708,247	5,187,190	52,803,944	-	-	-	-	64,755,621	-	64,755,621
Total capital assets	56,240	6,708,247	5,187,190	52,803,944	1,996,885,801	-	-	-	2,061,641,422	-	2,061,641,422
Accumulated depreciation	(53,584)	(6,684,557)	(3,651,948)	(34,443,521)	(1,113,159,355)	-	-	-	(1,157,992,965)	-	(1,157,992,965)
Total capital assets, net	2,656	23,690	1,535,242	18,360,423	883,726,446	-	-	-	903,648,457	-	903,648,457
Land	-	-	-	4,542,564	97,199,286	-	-	-	101,741,850	-	101,741,850
Construction-in-process	-	3,823,334	-	18,887	27,218,172	-	-	-	31,060,393	-	31,060,393
Total capital assets	2,656	3,847,024	1,535,242	22,921,874	1,008,143,904	-	-	-	1,036,450,700	-	1,036,450,700
Non-current assets											
Restricted investments	-	-	-	-	97,643,652	-	-	-	97,643,652	-	97,643,652
Deferred charges	-	-	-	5,883	-	-	-	-	5,883	-	5,883
Other non-current assets, net amort	-	-	-	-	123,354	-	-	-	123,354	-	123,354
Total non-current assets	-	-	-	5,883	97,767,006	-	-	-	97,772,889	-	97,772,889
Total assets	6,153,018	23,256,849	1,874,475	23,808,713	1,385,748,316	158,811	39,127	26,574	1,441,065,883	(8,057,898)	1,433,007,985
Deferred outflow of resources											
Deferred pension loss	-	-	-	-	1,824,508	-	-	-	1,824,508	-	1,824,508
Deferred pension expense	-	-	-	-	2,113,257	-	-	-	2,113,257	-	2,113,257
Deferred loss on hedging instruments	-	-	-	-	628,560	-	-	-	628,560	-	628,560
Deferred loss on debt refunding	-	-	-	-	3,210,592	-	-	-	3,210,592	-	3,210,592
Total deferred outflow of resources	-	-	-	-	7,776,917	-	-	-	7,776,917	-	7,776,917
<b>Total</b>	<b>\$ 6,153,018</b>	<b>\$ 23,256,849</b>	<b>\$ 1,874,475</b>	<b>\$ 23,808,713</b>	<b>\$ 1,393,525,233</b>	<b>\$ 158,811</b>	<b>\$ 39,127</b>	<b>\$ 26,574</b>	<b>\$ 1,448,842,800</b>	<b>\$ (8,057,898)</b>	<b>\$ 1,440,784,902</b>

**Bi-State Development Agency of the  
Missouri-Illinois Metropolitan District  
Enterprise Funds  
Quarterly Statement of Net Position  
June 30, 2016  
(unaudited)**

	Executive Services	Gateway Arch Tram	Riverfront Attractions	St. Louis Downtown Airport	Metro	St. Louis Regional Freightway	Bi-State Development Research Inst.	Arts In Transit, Inc.	Totals	Interfund Eliminations	Totals After Eliminations
<b>Liabilities</b>											
Current liabilities											
Accounts payable	\$ 134,219	\$ 527,774	\$ 59,718	\$ 16,337	\$ 6,607,904	\$ 4,750	\$ -	\$ -	\$ 7,350,702	\$ -	\$ 7,350,702
Interfund accounts payable	355,779	931,029	1,396,340	208,087	1,848,095	295,798	-	-	5,035,128	(8,057,898)	(3,022,770)
Accrued expenses	268,300	58,700	106,000	65,200	20,312,465	6,900	-	-	20,817,565	-	20,817,565
Other current liabilities	18,250	18,848	119,075	3,063	21,939,510	75,000	-	4,000	22,177,746	-	22,177,746
Total current liabilities	776,548	1,536,351	1,681,133	292,687	50,707,974	382,448	-	4,000	55,381,141	(8,057,898)	47,323,243
Current liab payable from restricted assets											
Accounts payable and retention	-	142,246	-	-	1,006,527	-	-	-	1,148,773	-	1,148,773
Accrued interest payable	-	25,622	-	-	5,319,122	-	-	-	5,344,744	-	5,344,744
General self-insurance liability	-	-	-	-	6,905,964	-	-	-	6,905,964	-	6,905,964
Current portion of long-term debt	-	146,020	-	-	7,880,000	-	-	-	8,026,020	-	8,026,020
Total current liabilities payable from restricted assets	-	313,888	-	-	21,111,613	-	-	-	21,425,501	-	21,425,501
Total current liabilities	776,548	1,850,239	1,681,133	292,687	71,819,587	382,448	-	4,000	76,806,642	(8,057,898)	68,748,744
Non-current liabilities											
Other post-employment benefits	683,711	-	297,021	277,007	49,840,211	(176)	-	-	51,097,774	-	51,097,774
Long-term self-insurance	300	7,010	33,654	27,154	6,094,358	-	-	-	6,162,476	-	6,162,476
Long-term debt	-	7,509,980	-	-	545,608,311	-	-	-	553,118,291	-	553,118,291
Capital lease obligations	-	-	-	-	97,628,680	-	-	-	97,628,680	-	97,628,680
Unfunded pension liabilities	592,090	183,752	449,172	183,752	87,751,871	-	-	-	89,160,637	-	89,160,637
Other non-current liabilities	-	-	-	-	7,118,610	-	-	-	7,118,610	-	7,118,610
Total non-current liabilities	1,276,101	7,700,742	779,847	487,913	794,042,041	(176)	-	-	804,286,468	-	804,286,468
Total liabilities	2,052,649	9,550,981	2,460,980	780,600	865,861,628	382,272	-	4,000	881,093,110	(8,057,898)	873,035,212
<b>Net Position</b>											
Net position - capital investments	234,215	-	254,907	32,954,818	1,115,150,336	-	-	-	1,148,594,276	-	1,148,594,276
Net position - unrestricted	3,547,519	11,380,465	(621,083)	(8,179,768)	(521,956,600)	-	(282)	2,261	(515,827,488)	-	(515,827,488)
Net income (loss)	318,635	2,325,403	(220,329)	(1,746,937)	(65,530,131)	(223,461)	39,409	20,313	(65,017,098)	-	(65,017,098)
Total net position	4,100,369	13,705,868	(586,505)	23,028,113	527,663,605	(223,461)	39,127	22,574	567,749,690	-	567,749,690
<b>Total</b>	<u>\$ 6,153,018</u>	<u>\$ 23,256,849</u>	<u>\$ 1,874,475</u>	<u>\$ 23,808,713</u>	<u>\$ 1,393,525,233</u>	<u>\$ 158,811</u>	<u>\$ 39,127</u>	<u>\$ 26,574</u>	<u>\$ 1,448,842,800</u>	<u>\$ (8,057,898)</u>	<u>\$ 1,440,784,902</u>

**Bi-State Development Agency of the  
Missouri-Illinois Metropolitan District  
Enterprise Funds  
Combining Statement of Revenues, Expenses by Business Unit  
For the Twelve Months Ended June 30, 2016  
(unaudited)**

	Executive Services	Gateway Arch Tram	Riverfront Attractions	St. Louis Downtown Airport	Metro	St. Louis Regional Freightway	Bi-State Development Research Inst.	Arts In Transit, Inc.	Totals	Eliminations	Totals After Eliminations
<b>Revenue</b>											
Passenger and service revenues	\$ -	\$ 5,417,105	\$ 2,117,762	\$ 1,330,244	\$ 48,857,281	\$ -	\$ -	\$ -	\$ 57,722,392	\$ (80,404)	\$ 57,641,988
Interfund administrative fees	3,062,482	-	-	-	-	-	-	-	3,062,482	(3,062,482)	-
Partnership fees	-	-	-	-	-	259,611	-	-	259,611	-	259,611
City of St. Louis	-	-	-	-	33,611,685	-	-	-	33,611,685	-	33,611,685
St. Louis County	-	-	-	-	119,553,646	-	-	-	119,553,646	-	119,553,646
St. Clair County Transit District	-	-	-	-	52,979,061	-	-	-	52,979,061	-	52,979,061
State of Missouri and Illinois	-	-	-	-	1,086,504	-	-	-	1,086,504	-	1,086,504
Federal funding	-	-	-	-	21,339,904	-	-	-	21,339,904	-	21,339,904
Other local/regional funding	-	-	-	-	1,069,131	-	-	-	1,069,131	-	1,069,131
Contributions	-	-	-	-	-	-	39,805	26,888	66,693	-	66,693
Advertising, maint services, rental income	172,800	22,331	195,992	111,681	7,550,964	5,400	-	-	8,059,168	-	8,059,168
Interest income	4,548	16,536	-	2,803	7,463,015	-	-	-	7,486,902	-	7,486,902
Other operating revenue	260,750	(56,439)	60,042	97,866	-	-	-	-	362,219	-	362,219
<b>Total revenue</b>	<b>3,500,580</b>	<b>5,399,533</b>	<b>2,373,796</b>	<b>1,542,594</b>	<b>293,511,191</b>	<b>265,011</b>	<b>39,805</b>	<b>26,888</b>	<b>306,659,398</b>	<b>(3,142,886)</b>	<b>303,516,512</b>
<b>Expense</b>											
Wages and benefits	2,247,531	1,630,092	1,182,283	937,749	171,765,184	212,857	-	-	177,975,696	-	177,975,696
Services	649,563	740,107	265,814	183,029	30,637,280	212,377	296	6,575	32,695,041	-	32,695,041
Fuel and lube consumed	835	55	43,748	17,271	14,422,797	-	-	-	14,484,706	-	14,484,706
Materials and supplies	18,629	5,630	408,354	119,493	23,178,129	13	-	-	23,730,248	-	23,730,248
Utilities	6,344	105,074	72,122	180,288	7,093,311	-	-	-	7,457,139	-	7,457,139
Casualty and liability costs	-	53,717	148,285	64,548	5,956,589	-	-	-	6,223,139	-	6,223,139
Other expenses	257,106	1,283,841	140,210	100,642	6,481,906	63,225	100	-	8,327,030	(3,142,886)	5,184,144
Interest expense	-	307,465	-	-	25,101,045	-	-	-	25,408,510	-	25,408,510
Contribution to outside entities	-	(1,131,639)	-	-	1,243,864	-	-	-	112,225	-	112,225
Other non-operating expense	-	5,368	-	128,565	1,101,429	-	-	-	1,235,362	-	1,235,362
<b>Total expense</b>	<b>3,180,008</b>	<b>2,999,710</b>	<b>2,260,816</b>	<b>1,731,585</b>	<b>286,981,534</b>	<b>488,472</b>	<b>396</b>	<b>6,575</b>	<b>297,649,096</b>	<b>(3,142,886)</b>	<b>294,506,210</b>
<b>Income (loss) before depreciation</b>	<b>320,572</b>	<b>2,399,823</b>	<b>112,980</b>	<b>(188,991)</b>	<b>6,529,657</b>	<b>(223,461)</b>	<b>39,409</b>	<b>20,313</b>	<b>9,010,302</b>	<b>-</b>	<b>9,010,302</b>
Depreciation and amortization expense	1,937	73,793	333,309	1,557,946	72,060,415	-	-	-	74,027,400	-	74,027,400
<b>Net income (loss) before transfers</b>	<b>318,635</b>	<b>2,326,030</b>	<b>(220,329)</b>	<b>(1,746,937)</b>	<b>(65,530,758)</b>	<b>(223,461)</b>	<b>39,409</b>	<b>20,313</b>	<b>(65,017,098)</b>	<b>-</b>	<b>(65,017,098)</b>
Net transfers in (out)	-	(627)	-	-	627	-	-	-	-	-	-
<b>Net income (loss)</b>	<b>\$ 318,635</b>	<b>\$ 2,325,403</b>	<b>\$ (220,329)</b>	<b>\$ (1,746,937)</b>	<b>\$ (65,530,131)</b>	<b>\$ (223,461)</b>	<b>\$ 39,409</b>	<b>\$ 20,313</b>	<b>\$ (65,017,098)</b>	<b>\$ -</b>	<b>\$ (65,017,098)</b>





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# Executive Services

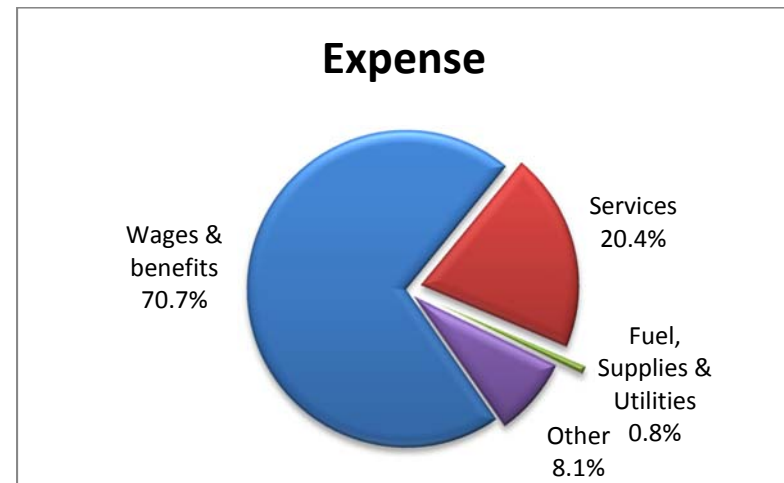
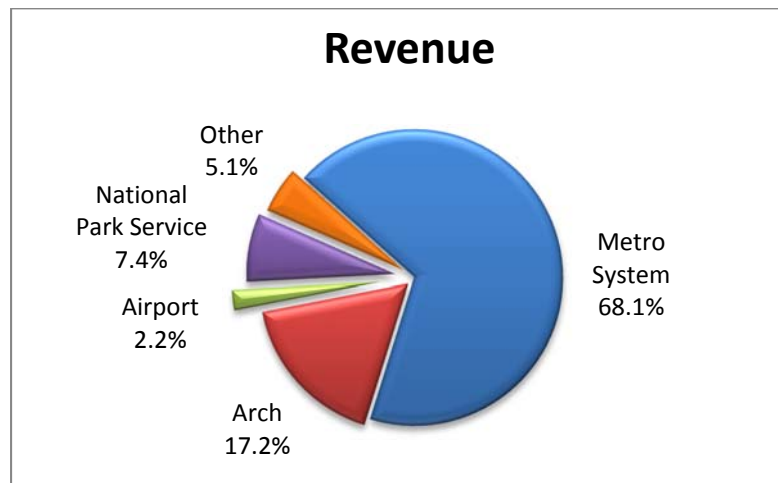
For the 12 Months Ended June 30, 2016

(Preliminary, subject to audit)

**Executive Services** is a service company that supports all Bi-State Development operating units.

**Income before depreciation** of \$320,572 is favorable to the budget as a result of lower than budget expenses.

**Total revenue** includes the management fee assessments to Bi-State operating units and the National Park Service. Total revenue for the period was 15.6% lower than budget because actual management fees from Transit, assessed on Executive Services operating expenses, were below budget.



**Wages and benefits** are \$337,705 or 13.1% favorable to budget due to position vacancies.

**Services** are favorable to budget by \$501,703. Fees for legal, audit and consulting are favorable.

**Materials and supplies** are \$7,430 favorable to budget primarily due to lower spending for office supplies, computer supplies and training materials.

**Other expenses** are \$100,793 favorable to budget due to lower dues and subscriptions and travel, training and meetings expense.

**Executive Services**  
**Quarterly Statement of Net Position**  
**June 30, 2016**  
(unaudited)

	Current				Prior Year		
	Current Period	Prior Period	Dollar Change	Percent Change	Prior Year	Dollar Change	Percent Change
<b>Assets</b>							
Current assets							
Cash	\$ 4,066,098	\$ 3,950,648	\$ 115,450	2.9	\$ 4,615,149	\$ (549,051)	(11.9)
Accounts and notes receivable	74,318	438	73,880	n/a	86,625	(12,307)	(14.2)
Interfund accounts receivable	1,969,245	2,001,612	(32,367)	(1.6)	1,076,539	892,706	82.9
Other current assets	40,701	-	40,701	n/a	-	40,701	n/a
Total current assets	6,150,362	5,952,698	197,664	3.3	5,778,313	372,049	6.4
Capital assets							
Capital assets	56,240	56,240	-	-	56,240	-	-
Accumulated depreciation	(53,584)	(53,287)	(297)	(0.6)	(51,647)	(1,937)	(3.8)
Total capital assets, net	2,656	2,953	(297)	(10.1)	4,593	(1,937)	(42.2)
Total capital assets	2,656	2,953	(297)	(10.1)	4,593	(1,937)	(42.2)
Total assets	6,153,018	5,955,651	197,367	3.3	5,782,906	370,112	6.4
<b>Total</b>	<u>\$ 6,153,018</u>	<u>\$ 5,955,651</u>	<u>\$ 197,367</u>	3.3	<u>\$ 5,782,906</u>	<u>\$ 370,112</u>	6.4

**Executive Services**  
**Quarterly Statement of Net Position**  
**June 30, 2016**  
(unaudited)

	Current				Prior Year		
	Current Period	Prior Period	Dollar Change	Percent Change	Prior Year	Dollar Change	Percent Change
<b>Liabilities</b>							
Current liabilities							
Accounts payable	\$ 134,219	\$ 103,890	\$ 30,329	29.2	\$ 135,828	\$ (1,609)	(1.2)
Interfund accounts payable	355,779	223,857	131,922	58.9	219,687	136,092	61.9
Accrued expenses	268,300	253,800	14,500	5.7	214,815	53,485	24.9
Other current liabilities	18,250	-	18,250	n/a	-	18,250	n/a
Total current liabilities	776,548	581,547	195,001	33.5	570,330	206,218	36.2
Non-current liabilities							
Other post-employment benefits	683,711	850,987	(167,276)	(19.7)	838,451	(154,740)	(18.5)
Long-term self-insurance	300	300	-	-	300	-	-
Unfunded pension liabilities	592,090	592,090	-	-	592,090	-	-
Total non-current liabilities	1,276,101	1,443,377	(167,276)	(11.6)	1,430,841	(154,740)	(10.8)
Total liabilities	2,052,649	2,024,924	27,725	1.4	2,001,171	51,478	2.6
<b>Net Position</b>							
Net position - capital investments	234,215	234,215	-	-	234,215	-	-
Net position - unrestricted	3,547,519	3,547,519	-	-	2,474,308	1,073,211	43.4
Net income (loss)	318,635	148,993	169,642	113.9	1,073,212	(754,577)	(70.3)
Total net position	4,100,369	3,930,727	169,642	4.3	3,781,735	318,634	8.4
<b>Total</b>	<b>\$ 6,153,018</b>	<b>\$ 5,955,651</b>	<b>\$ 197,367</b>	<b>3.3</b>	<b>\$ 5,782,906</b>	<b>\$ 370,112</b>	<b>6.4</b>

**Executive Services**  
**Statement of Revenues, Expenses and Income (Loss)**  
**For the Quarter Ended June 30, 2016**  
(unaudited)

	Current					Year to Date				
	Actual	Budget	\$ Favorable (Unfavorable)	% Fav (Unfav)	Prior Year	Actual	Budget	\$ Favorable (Unfavorable)	% Fav (Unfav)	Prior Year
<b>Revenue</b>										
Admin fees - Transit	\$ 567,807	\$ 774,477	\$ (206,670)	(26.7)	\$ 699,999	\$ 2,385,006	\$ 3,097,907	\$ (712,901)	(23.0)	\$ 2,800,000
Admin fees - Gateway Arch	269,853	293,077	(23,224)	(7.9)	199,765	600,346	578,382	21,964	3.8	558,263
Admin fees - Airport	18,551	19,035	(484)	(2.5)	12,737	77,130	75,271	1,859	2.5	73,318
National Park Service management fee	69,318	126,704	(57,386)	(45.3)	103,691	260,750	393,561	(132,811)	(33.7)	383,005
Other operating revenue	-	-	-	-	-	172,800	-	172,800	-	-
Interest income	1,486	638	848	132.9	636	4,548	2,550	1,998	78.4	2,156
<b>Total revenue</b>	<u>927,015</u>	<u>1,213,931</u>	<u>(286,916)</u>	<u>(23.6)</u>	<u>1,016,828</u>	<u>3,500,580</u>	<u>4,147,671</u>	<u>(647,091)</u>	<u>(15.6)</u>	<u>3,865,553</u>
<b>Expense</b>										
Wages and benefits <sup>1</sup>	560,918	640,851	79,933	12.5	466,770	2,247,531	2,585,236	337,705	13.1	2,025,759
Services	144,873	281,939	137,066	48.6	182,152	649,563	1,151,266	501,703	43.6	558,007
Fuel and lube consumed	40	396	356	89.9	200	835	1,584	749	47.3	809
Materials and supplies	9,024	6,515	(2,509)	(38.5)	2,225	18,629	26,059	7,430	28.5	11,242
Utilities	2,293	2,125	(168)	(7.9)	1,150	6,344	8,499	2,155	25.4	5,206
Other expenses	39,928	89,024	49,096	55.1	30,817	257,106	357,899	100,793	28.2	188,885
<b>Total expense</b>	<u>757,076</u>	<u>1,020,850</u>	<u>263,774</u>	<u>25.8</u>	<u>683,314</u>	<u>3,180,008</u>	<u>4,130,543</u>	<u>950,535</u>	<u>23.0</u>	<u>2,789,908</u>
<b>Income (loss) before depreciation</b>	<u>169,939</u>	<u>193,081</u>	<u>(23,142)</u>	<u>(12.0)</u>	<u>333,514</u>	<u>320,572</u>	<u>17,128</u>	<u>303,444</u>	<u>1,771.6</u>	<u>1,075,645</u>
Depreciation and amortization expense	297	297	-	-	608	1,937	1,937	-	-	2,433
<b>Net income (loss)</b>	<u>\$ 169,642</u>	<u>\$ 192,784</u>	<u>\$ (23,142)</u>	<u>(12.0)</u>	<u>\$ 332,906</u>	<u>\$ 318,635</u>	<u>\$ 15,191</u>	<u>\$ 303,444</u>	<u>1,997.5</u>	<u>\$ 1,073,212</u>

<sup>1</sup> - Detailed schedule included.

**Executive Services**  
**Detailed Schedule of Wages and Benefits**  
**For the Quarter Ended June 30, 2016**  
(unaudited)

	Current					Year to Date				
	Actual	Budget	\$ Favorable (Unfavorable)	% Fav (Unfav)	Prior Year	Actual	Budget	\$ Favorable (Unfavorable)	% Fav (Unfav)	Prior Year
<b>Personnel expense</b>										
Wages	\$ 454,408	\$ 491,036	\$ 36,628	7.5	\$ 388,927	\$ 1,813,413	\$ 1,977,510	\$ 164,097	8.3	\$ 1,566,698
<b>Company paid benefits</b>										
<b>Payroll related taxes and insurance</b>										
FICA	31,112	37,564	6,452	17.2	29,687	120,431	151,280	30,849	20.4	108,587
Unemployment insurance	373	525	152	29.0	371	3,667	9,030	5,363	59.4	4,098
Worker's compensation insurance	-	1,482	1,482	100.0	-	-	5,948	5,948	100.0	-
<b>Health and welfare</b>										
Medical	34,973	35,756	783	2.2	30,704	139,188	143,022	3,834	2.7	96,847
Dental	1,137	953	(184)	(19.3)	596	4,075	3,813	(262)	(6.9)	3,167
Other post employment benefits	240	32,276	32,036	99.3	29,954	12,776	129,600	116,824	90.1	126,989
Life insurance / AD&D	556	233	(323)	(138.6)	453	1,916	934	(982)	(105.1)	1,801
Short and long term disability	3,646	374	(3,272)	(874.9)	2,776	12,340	1,494	(10,846)	(726.0)	11,449
FMLA administration expense	127	108	(19)	(17.6)	115	468	433	(35)	(8.1)	442
EAP expense	67	69	2	2.9	59	239	274	35	12.8	231
<b>Retirement</b>										
Pension expense	12,549	19,330	6,781	35.1	(36,140)	57,777	77,319	19,542	25.3	43,022
401 K contributions	24,470	21,145	(3,325)	(15.7)	19,778	84,808	84,579	(229)	(0.3)	62,938
<b>Other</b>										
Miscellaneous benefits	-	-	-	-	-	2,390	-	(2,390)	-	-
Benefit costs applied to capital projects.	(2,740)	-	2,740	-	(510)	(5,957)	-	5,957	-	(510)
<b>Total company paid benefits</b>	<u>106,510</u>	<u>149,815</u>	<u>43,305</u>	<u>28.9</u>	<u>77,843</u>	<u>434,118</u>	<u>607,726</u>	<u>173,608</u>	<u>28.6</u>	<u>459,061</u>
<b>Total wages and benefits</b>	<u>\$ 560,918</u>	<u>\$ 640,851</u>	<u>\$ 79,933</u>	<u>12.5</u>	<u>\$ 466,770</u>	<u>\$ 2,247,531</u>	<u>\$ 2,585,236</u>	<u>\$ 337,705</u>	<u>13.1</u>	<u>\$ 2,025,759</u>

**Executive Services**  
**Cash Receipts and Disbursements Schedule**  
**For the Quarter Ended June 30, 2016**  
(unaudited)

<u>Description</u>	<u>Total</u>	<u>Executive Services Operating Fund</u>	<u>Investments Operating Fund</u>	<u>Other Restricted Fund</u>
<b>Balance at April 1, 2016</b>				
<b>Cash &amp; Investments</b>	\$ 3,950,648	\$ 25,004	\$ 3,074,657	\$ 850,987
<b>Add:</b>				
Gateway Arch Tram	164,108	164,108	-	-
St Louis Downtown Airport	31,961	31,961	-	-
Riverfront Attractions	739,274	739,274	-	-
St. Louis Regional Freightway	34,500	34,500	-	-
Internal Service Fund - Health	61,594	61,594	-	-
Interest received	1,486	295	1,191	-
<b>Total cash receipts</b>	<u>1,032,923</u>	<u>1,031,732</u>	<u>1,191</u>	<u>-</u>
Interfund transfers	-	(114,260)	281,536	(167,276)
<b>Less:</b>				
Cash disbursements	<u>(917,473)</u>	<u>(917,473)</u>	<u>-</u>	<u>-</u>
<b>Total cash disbursements</b>	<u>(917,473)</u>	<u>(917,473)</u>	<u>-</u>	<u>-</u>
<b>Balance at June 30, 2016</b>				
<b>Cash &amp; Investments</b>	<u>\$ 4,066,098</u>	<u>\$ 25,003</u>	<u>\$ 3,357,384</u>	<u>\$ 683,711</u>



**Executive Services**  
**Statement of Cash Flows**  
**For the Year Ended June 30, 2016**  
**(unaudited)**

<b>Cash flows from operating activities</b>		<b>Supplemental disclosure of cash flow information</b>	
Receipts from customers	\$ 445,857		
Payments to employees	(2,348,786)	<b>Noncash Activities:</b>	No disclosures.
Payments to vendors	(956,538)		
Receipts (payments) from inter-fund activity	<u>2,305,867</u>		
<b>Net cash provided by (used in) operating activities</b>	<u>(553,600)</u>		
<b>Cash flows from non capital financing activities</b>			
None noted.			
<b>Cash flows from capital and related financing activities</b>			
None noted.			
<b>Cash flows from investing activities</b>			
Interest received	<u>4,548</u>		
<b>Net cash provided by (used in) investing activities</b>	<u>4,548</u>		
<b>Net increase (decrease) in cash and cash equivalents</b>	(549,052)		
<b>Cash and cash equivalents, beginning of year</b>	<u>4,615,149</u>		
<b>Cash and cash equivalents, year to date</b>	\$ 4,066,097		

Note: Cash and cash equivalents for this cash flow statement are defined according to General Accepted Accounting Principles as cash and all investments with a maturity of 90 days or less. The Consolidated Cash Receipts & Disbursement (CR&D), the Cross County CR&D report and the Balance Sheet report on cash and all investments, regardless of maturity date. Therefore, the beginning and ending cash balances on this report may not agree to the CR&D report and the balance sheet.

**Executive Services**  
**Capital Expenditures for Active Projects**  
For the Quarter Ended June 30, 2016  
(unaudited)

Description	Budget	Current	Year-To-Date	Life-To-Date	Balance
	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Executive Services</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>



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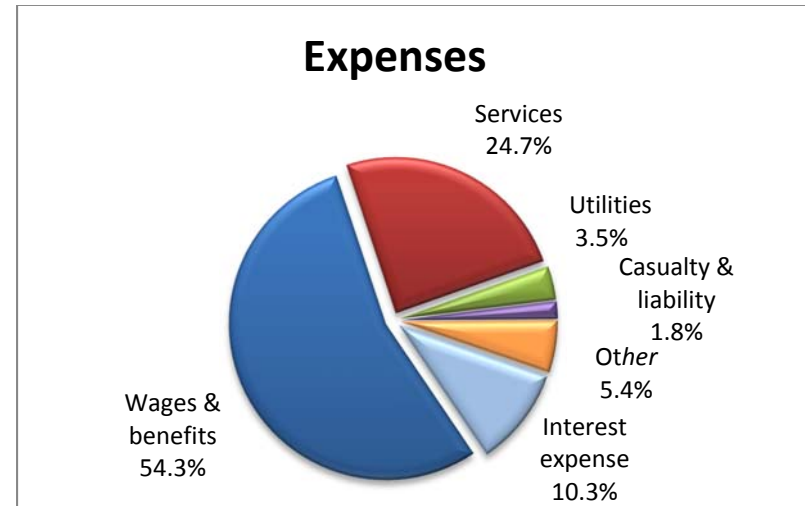
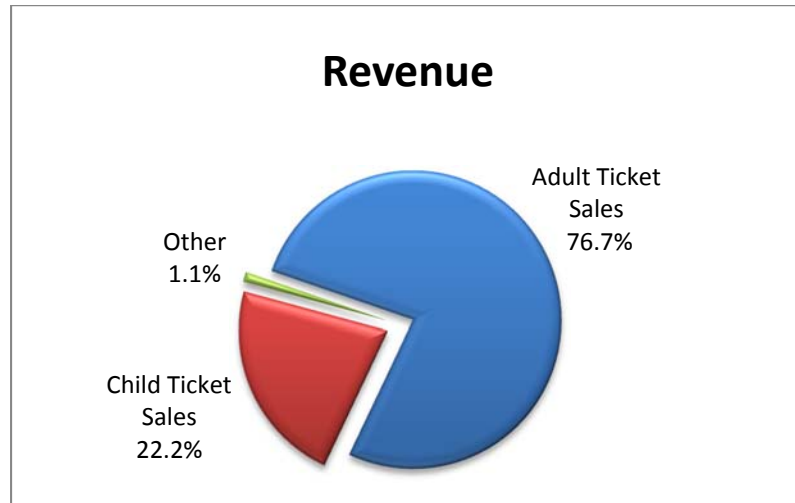
# Gateway Arch Tram

For the 12 Months Ended June 30, 2016

(Preliminary, subject to audit)

**Income before depreciation** for the Gateway Arch Tram for the 12 months ended June 30, 2016 was \$2,399,823, which resulted in a \$1,257,233 favorable variance to budget. This favorable variance was primarily due to excess funds returned from the National Park Service for the construction of the museum roof.

**Total revenue** was 10.0% less than budget but 2.7% over prior year revenue. Arch ticket sales make up the majority of the revenue and were 10.4% lower than budget but 2.5% favorable to prior year. Ticket sales are favorable to prior year because tram fares increased in March 2016 from \$7.00 for adults and \$5.00 for children to \$10.00 for both adults and children.



**Services** are 24.4% favorable to budget due to lower legal fees, website and other maintenance expense and National Park Service mechanics cost.

**Utilities** are \$22,539 or 17.7% favorable to budget due to lower electricity usage.

**Casualty & liability** of \$53,717 remains near budget level.

**Interest expense** is \$307,465 and relates to the bonds issued for Arch improvements.

**Materials and supplies** including fuel are favorable to budget because of lower tram repair parts, ticket stock, office furniture, and computer equipment expenses.

**Other operating expenses** include unfavorable advertising costs and management fees paid to the Executive Services.

**Contributions to outside entities** include a temporary return of funds from the National Park Service of \$1.6 million due to savings on a project. These funds will be held in reserve to be used on future capital projects at the Arch.

**Other non-operating expense** of \$5,368 includes a loss on disposal of asset and a prior period adjustment.

Tram Ridership Comparison			
	<u>Adult</u>	<u>Child</u>	<u>Total</u>
FY16 Actual	522,750	174,155	696,905
FY16 Budget	556,188	201,497	757,685
FY15 Actual	605,087	209,650	814,737

**Tram ridership** for the year ended June 30, 2016 was 8.0% less than budget. Tram ridership decreased 14.5% compared to prior year due to the Arch grounds construction.

**Gateway Arch Tram**  
**Quarterly Statement of Net Position**  
**June 30, 2016**  
(unaudited)

	Current				Prior Year		
	Current Period	Prior Period	Dollar Change	Percent Change	Prior Year	Dollar Change	Percent Change
<b>Assets</b>							
Current assets							
Cash	\$ 17,987,902	\$ 17,759,338	\$ 228,564	1.3	\$ 18,227,540	\$ (239,638)	(1.3)
Accounts and notes receivable	6,547	-	6,547	n/a	140,300	(133,753)	(95.3)
Interfund accounts receivable	1,398,580	521,883	876,697	168.0	206,971	1,191,609	575.7
Federal, state and local assistance receivable	16,796	394,547	(377,751)	(95.7)	2,347	14,449	615.6
Other current assets	-	13,613	(13,613)	(100.0)	22,101	(22,101)	(100.0)
Total current assets	<u>19,409,825</u>	<u>18,689,381</u>	<u>720,444</u>	3.9	<u>18,599,259</u>	<u>810,566</u>	4.4
Capital assets							
Capital assets	6,708,247	9,599,793	(2,891,546)	(30.1)	9,599,793	(2,891,546)	(30.1)
Accumulated depreciation	(6,684,557)	(9,559,294)	2,874,737	30.1	(9,499,544)	2,814,987	29.6
Total capital assets, net	<u>23,690</u>	<u>40,499</u>	<u>(16,809)</u>	(41.5)	<u>100,249</u>	<u>(76,559)</u>	(76.4)
Construction-in-process	<u>3,823,334</u>	<u>3,150,296</u>	<u>673,038</u>	21.4	<u>1,111,493</u>	<u>2,711,841</u>	244.0
Total capital assets	<u>3,847,024</u>	<u>3,190,795</u>	<u>656,229</u>	20.6	<u>1,211,742</u>	<u>2,635,282</u>	217.5
Total assets	<u>23,256,849</u>	<u>21,880,176</u>	<u>1,376,673</u>	6.3	<u>19,811,001</u>	<u>3,445,848</u>	17.4
<b>Total</b>	<u>\$ 23,256,849</u>	<u>\$ 21,880,176</u>	<u>\$ 1,376,673</u>	6.3	<u>\$ 19,811,001</u>	<u>\$ 3,445,848</u>	17.4

**Gateway Arch Tram**  
**Quarterly Statement of Net Position**  
**June 30, 2016**  
(unaudited)

	Current				Prior Year		
	Current Period	Prior Period	Dollar Change	Percent Change	Prior Year	Dollar Change	Percent Change
<b>Liabilities</b>							
Current liabilities							
Accounts payable	\$ 527,774	\$ 637,305	\$ (109,531)	(17.2)	\$ 323,533	\$ 204,241	63.1
Interfund accounts payable	931,029	130,661	800,368	612.6	98,313	832,716	847.0
Accrued expenses	58,700	62,972	(4,272)	(6.8)	69,601	(10,901)	(15.7)
Other current liabilities	18,848	130,700	(111,852)	(85.6)	60,937	(42,089)	(69.1)
Total current liabilities	1,536,351	961,638	574,713	59.8	552,384	983,967	178.1
Current liab payable from restricted assets							
Accounts payable and retention	142,246	109,406	32,840	30.0	-	142,246	n/a
Accrued interest payable	25,622	102,488	(76,866)	(75.0)	25,622	-	-
Current portion of long-term debt	146,020	73,010	73,010	100.0	-	146,020	n/a
Total current liabilities payable from restricted assets	313,888	284,904	28,984	10.2	25,622	288,266	n/a
Total current liabilities	1,850,239	1,246,542	603,697	48.4	578,006	1,272,233	220.1
Non-current liabilities							
Other post-employment benefits	-	11,942	(11,942)	(100.0)	7,273	(7,273)	(100.0)
Long-term self-insurance	7,010	5,414	1,596	29.5	5,504	1,506	27.4
Long-term debt	7,509,980	7,582,990	(73,010)	(1.0)	7,656,000	(146,020)	(1.9)
Unfunded pension liabilities	183,752	183,752	-	-	183,752	-	-
Total non-current liabilities	7,700,742	7,784,098	(83,356)	(1.1)	7,852,529	(151,787)	(1.9)
Total liabilities	9,550,981	9,030,640	520,341	5.8	8,430,535	1,120,446	13.3
<b>Net Position</b>							
Net position - unrestricted	11,380,465	11,380,465	-	-	17,245,262	(5,864,797)	(34.0)
Net income (loss)	2,325,403	1,469,071	856,332	58.3	(5,864,796)	8,190,199	139.7
Total net position	13,705,868	12,849,536	856,332	6.7	11,380,466	2,325,402	20.4
<b>Total</b>	<b>\$ 23,256,849</b>	<b>\$ 21,880,176</b>	<b>\$ 1,376,673</b>	<b>6.3</b>	<b>\$ 19,811,001</b>	<b>\$ 3,445,848</b>	<b>17.4</b>



**Gateway Arch Tram**  
**Statement of Revenues, Expenses and Income (Loss)**  
**For the Quarter Ended June 30, 2016**  
(unaudited)

	Current					Year to Date				
	Actual	Budget	\$ Favorable (Unfavorable)	% Fav (Unfav)	Prior Year	Actual	Budget	\$ Favorable (Unfavorable)	% Fav (Unfav)	Prior Year
<b>Revenue</b>										
Arch tickets	\$ 2,302,502	\$ 2,720,970	\$ (418,468)	(15.4)	\$ 1,673,058	\$ 5,417,105	\$ 6,042,614	\$ (625,509)	(10.4)	\$ 5,285,976
Other operating revenue	1,606	-	1,606	-	422	22,331	-	22,331	-	2,806
Service fee revenue	4,260	9,758	(5,498)	(56.3)	8,790	18,918	28,799	(9,881)	(34.3)	29,243
Interest income	7,663	3,573	4,090	114.5	685	16,536	14,293	2,243	15.7	4,335
Sales discount	(26,359)	(44,563)	18,204	40.9	(18,113)	(75,357)	(87,798)	12,441	14.2	(64,620)
<b>Total revenue</b>	<u>2,289,672</u>	<u>2,689,738</u>	<u>(400,066)</u>	<u>(14.9)</u>	<u>1,664,842</u>	<u>5,399,533</u>	<u>5,997,908</u>	<u>(598,375)</u>	<u>(10.0)</u>	<u>5,257,740</u>
<b>Expense</b>										
Wages and benefits <sup>1</sup>	492,053	553,010	60,957	11.0	345,127	1,630,092	1,945,533	315,441	16.2	1,434,815
Services	217,873	250,197	32,324	12.9	(28,353)	740,107	979,257	239,150	24.4	566,801
Fuel and lube consumed	-	-	-	-	20	55	-	(55)	-	66
Materials and supplies	(56,065)	31,574	87,639	277.6	19,604	5,630	241,133	235,503	97.7	405,915
Utilities	32,788	37,903	5,115	13.5	30,093	105,074	127,613	22,539	17.7	111,926
Casualty and liability costs	12,162	13,391	1,229	9.2	12,075	53,717	53,566	(151)	(0.3)	48,284
Other expenses	592,175	477,419	(114,756)	(24.0)	312,110	1,283,841	1,200,751	(83,090)	(6.9)	1,222,549
Interest expense	76,866	153,732	76,866	50.0	76,297	307,465	307,465	-	-	343,427
Contribution to outside entities	46,455	-	(46,455)	-	705,041	(1,131,639)	-	1,131,639	-	7,141,917
Other non-operating expense	4,989	-	(4,989)	-	-	5,368	-	(5,368)	-	-
<b>Total expense</b>	<u>1,419,296</u>	<u>1,517,226</u>	<u>97,930</u>	<u>6.5</u>	<u>1,472,014</u>	<u>2,999,710</u>	<u>4,855,318</u>	<u>1,855,608</u>	<u>38.2</u>	<u>11,275,700</u>
<b>Income (loss) before depreciation</b>	<u>870,376</u>	<u>1,172,512</u>	<u>(302,136)</u>	<u>(25.8)</u>	<u>192,828</u>	<u>2,399,823</u>	<u>1,142,590</u>	<u>1,257,233</u>	<u>110.0</u>	<u>(6,017,960)</u>
Depreciation and amortization expense	14,044	28,765	14,721	51.2	63,856	73,793	151,874	78,081	51.4	322,970
<b>Net income (loss) before transfers</b>	<u>856,332</u>	<u>1,143,747</u>	<u>(287,415)</u>	<u>(25.1)</u>	<u>128,972</u>	<u>2,326,030</u>	<u>990,716</u>	<u>1,335,314</u>	<u>134.8</u>	<u>(6,340,930)</u>
<b>Net transfers in (out)</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>363,835</u>	<u>(627)</u>	<u>-</u>	<u>(627)</u>	<u>-</u>	<u>476,134</u>
<b>Net income (loss)</b>	<u>\$ 856,332</u>	<u>\$ 1,143,747</u>	<u>\$ (287,415)</u>	<u>(25.1)</u>	<u>\$ 492,807</u>	<u>\$ 2,325,403</u>	<u>\$ 990,716</u>	<u>\$ 1,334,687</u>	<u>134.7</u>	<u>\$ (5,864,796)</u>

<sup>1</sup> - Detailed schedule included.

**Gateway Arch Tram**  
**Detailed Schedule of Wages and Benefits**  
**For the Quarter Ended June 30, 2016**  
(unaudited)

	Current					Year to Date				
	Actual	Budget	\$ Favorable (Unfavorable)	% Fav (Unfav)	Prior Year	Actual	Budget	\$ Favorable (Unfavorable)	% Fav (Unfav)	Prior Year
<b>Personnel expense</b>										
Wages	\$ 414,674	\$ 433,499	\$ 18,825	4.3	\$ 404,058	\$ 1,350,187	\$ 1,480,857	\$ 130,670	8.8	\$ 1,265,169
<b>Company paid benefits</b>										
<b>Payroll related taxes and insurance</b>										
FICA	33,480	33,163	(317)	(1.0)	29,501	104,733	113,285	8,552	7.5	92,819
Unemployment insurance	3,583	5,364	1,781	33.2	4,208	11,234	27,246	16,012	58.8	13,605
Worker's compensation insurance	3,046	4,654	1,608	34.6	10,507	15,016	18,623	3,607	19.4	18,836
<b>Health and welfare</b>										
Medical	26,656	28,361	1,705	6.0	24,311	105,773	113,441	7,668	6.8	78,218
Dental	934	756	(178)	(23.5)	649	3,203	3,025	(178)	(5.9)	2,713
Other post employment benefits	126	12,950	12,824	99.0	11,875	4,796	52,000	47,204	90.8	46,311
Life insurance / AD&D	244	185	(59)	(31.9)	211	844	741	(103)	(13.9)	776
Short and long term disability	1,175	296	(879)	(297.0)	1,089	4,233	1,185	(3,048)	(257.2)	4,073
FMLA administration expense	943	86	(857)	(996.5)	722	2,878	344	(2,534)	(736.6)	2,870
EAP expense	57	54	(3)	(5.6)	49	202	218	16	7.3	180
<b>Retirement</b>										
Pension expense	3,251	15,332	12,081	78.8	(143,659)	15,216	61,328	46,112	75.2	(118,676)
401 K contributions	11,078	16,772	5,694	33.9	10,342	40,665	67,087	26,422	39.4	37,682
<b>Other</b>										
Uniform allowance	5,143	1,538	(3,605)	(234.4)	-	7,690	6,153	(1,537)	(25.0)	110
Miscellaneous benefits	-	-	-	-	83	3,748	-	(3,748)	-	3,330
Benefit costs applied to capital projects.	(12,337)	-	12,337	-	(8,819)	(40,326)	-	40,326	-	(13,201)
<b>Total company paid benefits</b>	<u>77,379</u>	<u>119,511</u>	<u>42,132</u>	<u>35.3</u>	<u>(58,931)</u>	<u>279,905</u>	<u>464,676</u>	<u>184,771</u>	<u>39.8</u>	<u>169,646</u>
<b>Total wages and benefits</b>	<u>\$ 492,053</u>	<u>\$ 553,010</u>	<u>\$ 60,957</u>	<u>11.0</u>	<u>\$ 345,127</u>	<u>\$ 1,630,092</u>	<u>\$ 1,945,533</u>	<u>\$ 315,441</u>	<u>16.2</u>	<u>\$ 1,434,815</u>

**Gateway Arch Tram**  
**Cash Receipts and Disbursements Schedule**  
**For the Quarter Ended June 30, 2016**  
(unaudited)

Description	Total	Arch Collection Facility Fund	Arch Tram Fee Account	JNEM Arch Operating Fund	JNEM Beneficial Fund	Drainage Project Fund	Exhibit Rehabilitation Fund	Motor Generator Sets Design Fund	Corrosion Study Fund	Other Restricted Funds	2014 Arch Bonds Project Fund	2014 Arch Bonds Debt Service Reserve	2014 Arch Bonds Debt Service Fund	2014 Arch Bonds Debt Revenue Fund
<b>Balance at April 1, 2016</b>														
<b>Cash &amp; Investments</b>	\$17,759,338	\$ 494,912	\$ 15	\$ 523,126	\$6,060,191	\$ 528,255	\$ 3,376,702	\$ 99,291	\$ 27,398	\$ 500,000	\$ 5,541,903	\$ 453,735	\$ 153,808	\$ 2
<b>Add:</b>														
Receipts	3,361,935	3,361,935	-	-	-	-	-	-	-	-	-	-	-	-
Interest received	7,677	-	-	316	1,971	146	928	28	8	-	3,817	300	103	60
<b>Total cash receipts</b>	<u>3,369,612</u>	<u>3,361,935</u>	<u>-</u>	<u>316</u>	<u>1,971</u>	<u>146</u>	<u>928</u>	<u>28</u>	<u>8</u>	<u>-</u>	<u>3,817</u>	<u>300</u>	<u>103</u>	<u>60</u>
Interfund transfers	(0)	(1,420,768)		525,647	-							(550)	37,611	858,060
<b>Less:</b>														
Cash disbursements	(3,141,048)	(1,510,077)	(15)	(16,933)	-	(23,785)	(228,429)	-	-	-	(349,955)	-	(153,732)	(858,122)
<b>Total cash disbursements</b>	<u>(3,141,048)</u>	<u>(1,510,077)</u>	<u>(15)</u>	<u>(16,933)</u>	<u>-</u>	<u>(23,785)</u>	<u>(228,429)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(349,955)</u>	<u>-</u>	<u>(153,732)</u>	<u>(858,122)</u>
<b>Balance at June 30, 2016</b>														
<b>Cash &amp; Investments</b>	<u>\$17,987,902</u>	<u>\$ 926,002</u>	<u>\$ -</u>	<u>\$ 1,032,156</u>	<u>\$6,062,162</u>	<u>\$ 504,616</u>	<u>\$ 3,149,201</u>	<u>\$ 99,319</u>	<u>\$ 27,406</u>	<u>\$ 500,000</u>	<u>\$ 5,195,765</u>	<u>\$ 453,485</u>	<u>\$ 37,790</u>	<u>\$ -</u>

**Gateway Arch**  
**Statement of Cash Flows**  
**For the Year Ended June 30, 2016**  
(unaudited)

<b>Cash flows from operating activities</b>		<b>Supplemental disclosure of cash flow information</b>	
Receipts from customers	\$ 5,516,750	<b>Noncash Activities:</b>	No disclosures.
Payments to employees	(1,648,266)		
Payments to vendors	(1,350,108)		
Payments for self-insurance	(52,211)		
Receipts (payments) from inter-fund activity	(959,239)		
<b>Net cash provided by (used in) operating activities</b>	<u>1,506,926</u>		
<b>Cash flows from non capital financing activities</b>			
Contributions to outside entities	1,131,639		
Net transfers	(627)		
<b>Net cash provided by (used in) non capital financing activities</b>	<u>1,131,012</u>		
<b>Cash flows from capital and related financing activities</b>			
Acquisitions of capital assets	(2,586,647)		
Interest Paid	(307,465)		
<b>Cash flows from capital and related financing activities</b>	<u>(2,894,112)</u>		
<b>Cash flows from investing activities</b>			
Interest received	<u>16,536</u>		
<b>Net cash provided by (used in) investing activities</b>	<u>16,536</u>		
<b>Net increase (decrease) in cash and cash equivalents</b>	(239,638)		
<b>Cash and cash equivalents, beginning of year</b>	<u>18,227,540</u>		
<b>Cash and cash equivalents, year to date</b>	<u>\$ 17,987,902</u>		

**Gateway Arch Tram**  
**Capital Expenditures for Active Projects**  
**For the Quarter Ended June 30, 2016**  
**(unaudited)**

<b>Description</b>		<b>Budget</b>	<b>Current</b>	<b>Year-To-Date</b>	<b>Life-To-Date</b>	<b>Balance</b>
ATS Motor Generator Set Replacement - Construction	x	\$ 7,490,083	\$ 398,220	\$ 1,841,884	\$ 2,455,335	\$ 5,034,748
Arch Transportation System (ATS) Load Zone Rehab	x	2,718,280	186,769	511,668	993,837	1,724,443
Exhibit Rehabilitation	x	1,446,720	-	-	-	1,446,720
JNEM Trench Drain Project	xy	2,288,001	19,091	52,681	1,563,282	724,719
JNEM Arch Lobby Rehabilitation	y	1,087,107	(862)	2,160	77,919	1,009,188
Arch Ticketing Upgrade	y	400,000	88,911	374,289	374,289	25,711
JNEM Rail Station Improvements	z	359,612	-	627	97,457	262,155
Distributed Antenna System	x	300,000	-	-	-	300,000
PGAV - Arch Welcoming Portal		44,000	-	13,238	13,238	30,762
Copier Machine	x	5,000	-	-	-	5,000
<b>Total Gateway Arch</b>		<b>\$ 16,108,803</b>	<b>\$ 692,129</b>	<b>\$ 2,796,547</b>	<b>\$ 5,575,357</b>	<b>\$ 10,563,446</b>

- x Projects are carryover from prior year.
- y Upon completion of this project, assets to be contributed to National Park Service (NPS).
- z Upon completion of this project, assets to be contributed to Metro Transit



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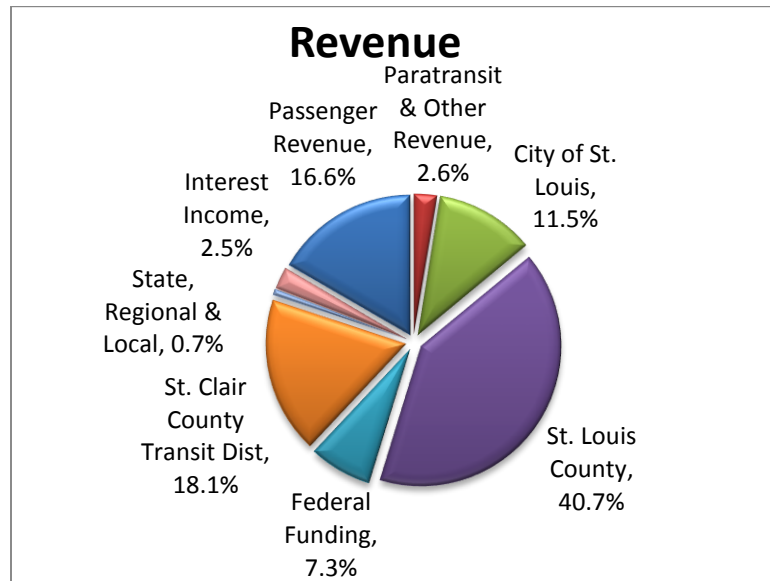
# Metro

## For the 12 Months Ended June 30, 2016 (Preliminary, subject to audit)

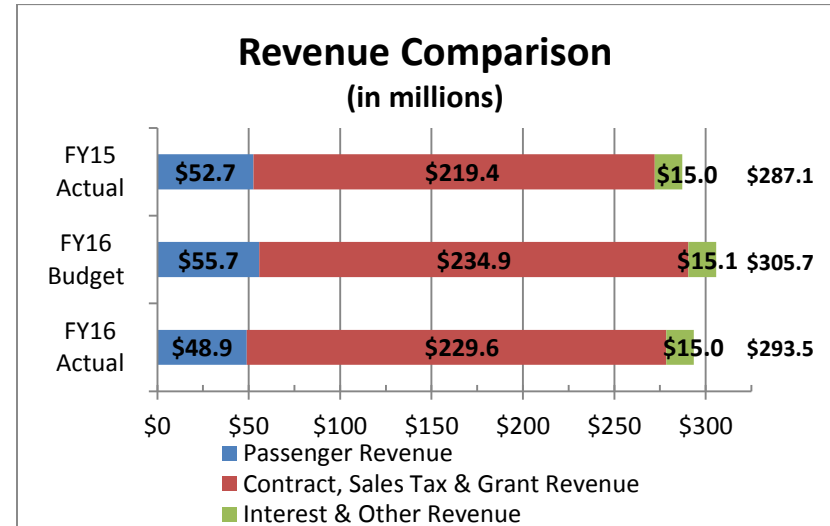
**Income before depreciation** for the 12 months ended June 30, 2016 was \$14.1 million favorable to the budget. Compared to budget, revenue was down 4.0% and total expenses are favorable 8.4%.

### Revenue

The chart below illustrates the relative importance of each revenue source in fiscal year 2016. The chart to the right reports revenue trends in each major revenue category.



**Passenger Revenue** of \$48.9 million is 12.3% less than budget and 7.2% less than prior year due to ridership decline.



### Contract, Sales Tax & Grant Revenue

Combined St. Louis City and County sales tax used in operations by Bi-State Development was 1.1% greater than FY 2015 actual. Sales taxes were distributed to capital needs at a higher rate than planned to support several high profile projects such as the North County Transit Center.

St. Clair County Transit District payment of \$53.0 million is 1.8% greater than budget and 10.1% greater than prior year. St. Clair County contracts for service and pays 100% of the cost of service.

Federal funding of \$21.3 million includes federal vehicle maintenance funds of \$16.0 million.

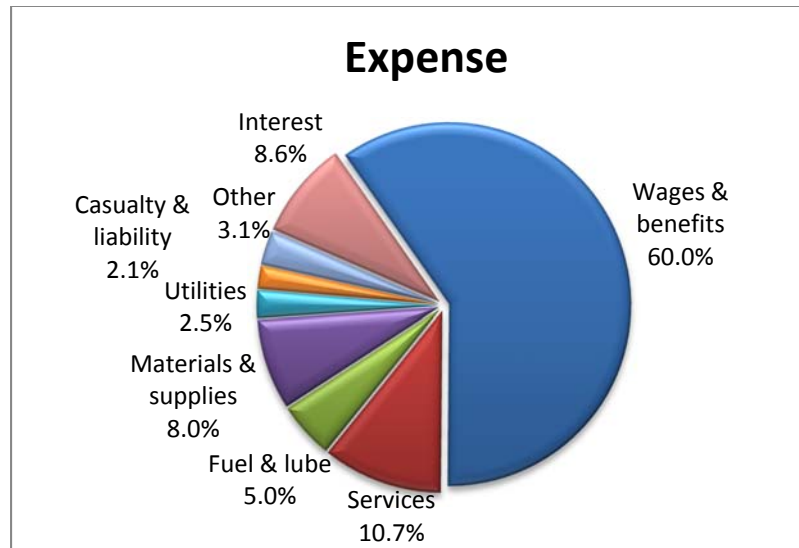


**Advertising, maintenance services and rental income** is below budget due to lower than expected paratransit contract and ATS revenue.

**Interest revenue** is favorable to budget due to longer term investment strategy.

### Expense

The chart below illustrates the relative significance of each expense in FY 2016.



**Wages and benefits** of \$171.8 million are 10.0% favorable to budget. The favorable variance in wages and benefits is due to vacant positions, changes in retiree medical benefit policy and lower than expected medical claims.

**Services** of \$30.6 million are 4.0% favorable to budget as a result of less than anticipated maintenance and custodial expenses.

**Fuel and lube consumed** is \$4.0 million or 21.9% favorable to budget mainly due to lower diesel prices.

**Materials and supplies** expenditures of \$23.2 million are 0.9% favorable to budget.

**Utilities** are favorable to budget by \$1.5 million or 17.1% as a result of lower than budgeted natural gas prices, less electric propulsion expense and electricity usage.

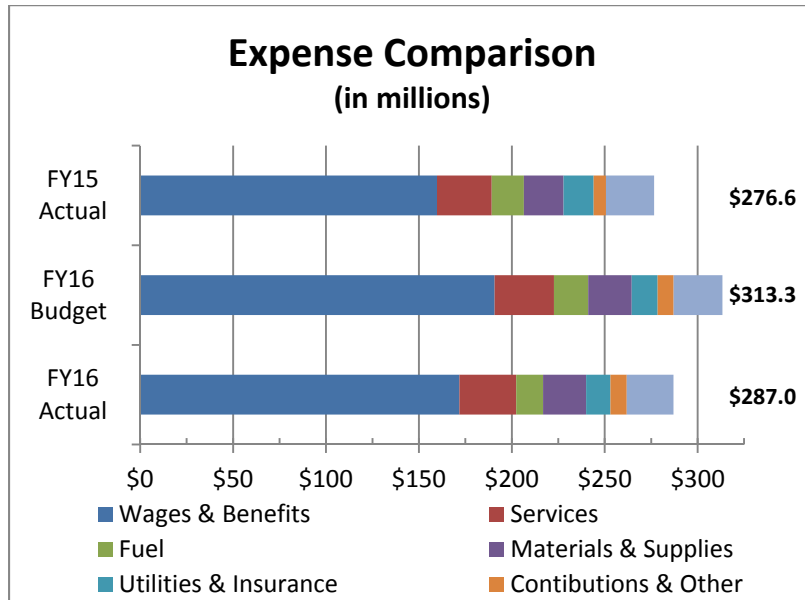
**Casualty & liability** expense is \$0.5 million or 9.8% unfavorable to budget due to higher than expected self-insured claims that include MetroBus and MetroLink related accidents.

**Other operating expense** is favorable to budget by 7.5% due to lower than budgeted agency fees.

**Interest expense** of \$1.1 million is 4.2% favorable to budget. The acceleration of debt lowers interest expense to BSD.

**Other non-operating expense** was greater than budget due to prior period adjustment regarding St. Clair County Transit OPEB, which was somewhat offset by the gain on disposal of former headquarters building.

The chart below shows expense trends in each major expense category.



**Passenger boardings** for year ending FY 2016 are 5.6% below FY 2015 and 8.6% below FY 2014. The decrease from FY 2015 for MetroBus is 5.9%, MetroLink is 5.2% and Call-A-Ride is 1.6%.

Ridership has trended downward since 2014 based on a number of factors. Lower fuel prices continue with the oil glut making it more attractive to return to the automobile. Employment centers and city population has shifted changing work commute practices. These changes have been trending away from the core city which has historically Metro's highest service area.

Passenger Boardings			
(in millions – YTD)			
	FY 2016	FY 2015	FY 2014
MetroBus	27.70	29.44	30.12
MetroLink	15.78	16.64	17.47
Call-A-Ride	<u>0.57</u>	<u>0.58</u>	<u>0.58</u>
Total System	44.05	46.66	48.17

**Metro**  
**Quarterly Statement of Net Position**  
**June 30, 2016**  
(unaudited)

	Current				Prior Year		
	Current Period	Prior Period	Dollar Change	Percent Change	Prior Year	Dollar Change	Percent Change
<b>Assets</b>							
Current assets							
Cash	\$ 86,659,206	\$ 106,902,048	\$ (20,242,842)	(18.9)	\$ 102,539,648	\$ (15,880,442)	(15.5)
Investments	138,325,561	132,245,498	6,080,063	4.6	134,624,337	3,701,224	2.7
Accounts and notes receivable	1,880,996	2,132,348	(251,352)	(11.8)	2,308,763	(427,767)	(18.5)
Interfund accounts receivable	4,349,337	475,645	3,873,692	814.4	234,789	4,114,548	n/a
Restricted accounts receivable	220,433	165,066	55,367	33.5	81,575	138,858	170.2
Federal, state and local assistance receivable	38,097,025	35,438,823	2,658,202	7.5	24,116,055	13,980,970	58.0
Materials and supplies inventory	8,815,253	8,984,534	(169,281)	(1.9)	9,028,864	(213,611)	(2.4)
Other current assets	1,489,595	2,161,083	(671,488)	(31.1)	1,742,477	(252,882)	(14.5)
Total current assets	<u>279,837,406</u>	<u>288,505,045</u>	<u>(8,667,639)</u>	<u>(3.0)</u>	<u>274,676,508</u>	<u>5,160,898</u>	<u>1.9</u>
Capital assets							
Capital assets - motorbus	376,200,259	366,124,640	10,075,619	2.8	356,648,421	19,551,838	5.5
Capital assets - paratransit	18,235,313	18,230,491	4,822	-	17,342,800	892,513	5.1
Capital assets - lightrail	1,602,450,229	1,549,191,770	53,258,459	3.4	1,549,191,314	53,258,915	3.4
Total capital assets	1,996,885,801	1,933,546,901	63,338,900	3.3	1,923,182,535	73,703,266	3.8
Accumulated depreciation	(1,113,159,355)	(1,096,711,830)	(16,447,525)	(1.5)	(1,057,186,526)	(55,972,829)	(5.3)
Total capital assets, net	<u>883,726,446</u>	<u>836,835,071</u>	<u>46,891,375</u>	<u>5.6</u>	<u>865,996,009</u>	<u>17,730,437</u>	<u>2.0</u>
Land	97,199,286	96,207,291	991,995	1.0	96,396,817	802,469	0.8
Construction-in-process	27,218,172	84,844,508	(57,626,336)	(67.9)	60,832,932	(33,614,760)	(55.3)
Total capital assets	<u>1,008,143,904</u>	<u>1,017,886,870</u>	<u>(9,742,966)</u>	<u>(1.0)</u>	<u>1,023,225,758</u>	<u>(15,081,854)</u>	<u>(1.5)</u>
Non-current assets							
Restricted investments	97,643,652	96,089,836	1,553,816	1.6	91,652,896	5,990,756	6.5
Other non-current assets, net amort	123,354	208,918	(85,564)	(41.0)	102,886	20,468	19.9
Total non-current assets	<u>97,767,006</u>	<u>96,298,754</u>	<u>1,468,252</u>	<u>1.5</u>	<u>91,755,782</u>	<u>6,011,224</u>	<u>6.6</u>
Total assets	<u>1,385,748,316</u>	<u>1,402,690,669</u>	<u>(16,942,353)</u>	<u>(1.2)</u>	<u>1,389,658,048</u>	<u>(3,909,732)</u>	<u>(0.3)</u>
<b>Deferred outflow of resources</b>							
Deferred pension loss	1,824,508	1,976,548	(152,040)	(7.7)	2,432,688	(608,180)	(25.0)
Deferred pension expense	2,113,257	2,113,257	-	-	2,113,257	-	-
Deferred loss on hedging instruments	628,560	3,753,742	(3,125,182)	(83.3)	2,755,810	(2,127,250)	(77.2)
Deferred loss on debt refunding	3,210,592	3,316,796	(106,204)	(3.2)	3,636,671	(426,079)	(11.7)
Total deferred outflow of resources	<u>7,776,917</u>	<u>11,160,343</u>	<u>(3,383,426)</u>	<u>(30.3)</u>	<u>10,938,426</u>	<u>(3,161,509)</u>	<u>(28.9)</u>
<b>Total</b>	<u>\$ 1,393,525,233</u>	<u>\$ 1,413,851,012</u>	<u>\$ (20,325,779)</u>	<u>(1.4)</u>	<u>\$ 1,400,596,474</u>	<u>\$ (7,071,241)</u>	<u>(0.5)</u>

**Metro**  
**Quarterly Statement of Net Position**  
**June 30, 2016**  
(unaudited)

	Current				Prior Year		
	Current Period	Prior Period	Dollar Change	Percent Change	Prior Year	Dollar Change	Percent Change
<b>Liabilities</b>							
Current liabilities							
Accounts payable	\$ 6,607,904	\$ 6,131,581	\$ 476,323	7.8	\$ 7,384,703	\$ (776,799)	(10.5)
Interfund accounts payable	1,848,095	989,316	858,779	86.8	177,382	1,670,713	941.9
Accrued expenses	20,312,465	20,809,916	(497,451)	(2.4)	18,523,291	1,789,174	9.7
Other current liabilities	21,939,510	26,060,250	(4,120,740)	(15.8)	23,882,015	(1,942,505)	(8.1)
Total current liabilities	50,707,974	53,991,063	(3,283,089)	(6.1)	49,967,391	740,583	1.5
Current liab payable from restricted assets							
Accounts payable and retention	1,006,527	3,623,217	(2,616,690)	(72.2)	5,149,961	(4,143,434)	(80.5)
Accrued interest payable	5,319,122	10,638,244	(5,319,122)	(50.0)	5,671,072	(351,950)	(6.2)
General self-insurance liability	6,905,964	9,405,964	(2,500,000)	(26.6)	9,405,964	(2,500,000)	(26.6)
Medical self-insurance liability	-	-	-	n/a	2,255,254	(2,255,254)	(100.0)
Current portion of long-term debt	7,880,000	7,880,000	-	-	37,220,000	(29,340,000)	(78.8)
Total current liabilities payable from restricted assets	21,111,613	31,547,425	(10,435,812)	(33.1)	59,702,251	(38,590,638)	(64.6)
Total current liabilities	71,819,587	85,538,488	(13,718,901)	(16.0)	109,669,642	(37,850,055)	(34.5)
Non-current liabilities							
Other post-employment benefits	49,840,211	52,476,327	(2,636,116)	(5.0)	51,607,738	(1,767,527)	(3.4)
Long-term self-insurance	6,094,358	3,112,083	2,982,275	95.8	5,512,087	582,271	10.6
Long-term debt	545,608,311	546,229,416	(621,105)	(0.1)	526,051,385	19,556,926	3.7
Capital lease obligations	97,628,680	96,074,864	1,553,816	1.6	91,637,924	5,990,756	6.5
Unfunded pension liabilities	87,751,871	87,751,871	-	-	87,751,871	-	-
Other non-current liabilities	7,118,610	6,789,134	329,476	4.9	6,741,118	377,492	5.6
Total non-current liabilities	794,042,041	792,433,695	1,608,346	0.2	769,302,123	24,739,918	3.2
Total liabilities	865,861,628	877,972,183	(12,110,555)	(1.4)	878,971,765	(13,110,137)	(1.5)
<b>Deferred Inflow of Resources</b>							
Deferred gain on hedging instruments	-	-	-	n/a	28,661	(28,661)	(100.0)
Total deferred inflow of resources	-	-	-	n/a	28,661	(28,661)	(100.0)
<b>Net Position</b>							
Net position - capital investments	1,115,150,336	1,097,359,035	17,791,301	1.6	1,043,552,648	71,597,688	6.9
Net position - unrestricted	(521,956,600)	(521,956,600)	-	-	(462,997,719)	(58,958,881)	(12.7)
Net income (loss)	(65,530,131)	(39,523,606)	(26,006,525)	(65.8)	(58,958,881)	(6,571,250)	(11.1)
Total net position	527,663,605	535,878,829	(8,215,224)	(1.5)	521,596,048	6,067,557	1.2
<b>Total</b>	<b>\$ 1,393,525,233</b>	<b>\$ 1,413,851,012</b>	<b>\$ (20,325,779)</b>	<b>(1.4)</b>	<b>\$ 1,400,596,474</b>	<b>\$ (7,071,241)</b>	<b>(0.5)</b>

**Metro**  
**Statement of Revenues, Expenses and Income (Loss)**  
**For the Quarter Ended June 30, 2016**  
(unaudited)

	Current					Year to Date				
	Actual	Budget	\$ Favorable (Unfavorable)	% Fav (Unfav)	Prior Year	Actual	Budget	\$ Favorable (Unfavorable)	% Fav (Unfav)	Prior Year
<b>Revenue</b>										
Passenger revenue	\$ 12,117,461	\$ 14,388,882	\$ (2,271,421)	(15.8)	\$ 12,664,709	\$ 48,857,281	\$ 55,701,595	\$ (6,844,314)	(12.3)	\$ 52,655,826
City of St. Louis <sup>1</sup>	6,927,886	8,201,835	(1,273,949)	(15.5)	5,600,322	33,611,685	34,595,827	(984,142)	(2.8)	32,013,300
St. Louis County <sup>1</sup>	23,572,699	30,297,469	(6,724,770)	(22.2)	22,594,692	119,553,646	124,511,293	(4,957,647)	(4.0)	119,500,156
St. Clair County Transit District <sup>1</sup>	11,235,830	10,722,421	513,409	4.8	10,316,656	52,979,061	52,018,796	960,265	1.8	48,110,848
State of Missouri and Illinois <sup>1</sup>	183,477	552,497	(369,020)	(66.8)	608,076	1,086,504	2,209,985	(1,123,481)	(50.8)	2,509,847
Federal funding <sup>1</sup>	5,567,951	5,185,719	382,232	7.4	2,958,224	21,339,904	20,742,875	597,029	2.9	16,280,667
Other local/regional funding <sup>1</sup>	87,630	190,000	(102,370)	(53.9)	144,564	1,069,131	760,000	309,131	40.7	1,025,474
Contributions	-	15,000	(15,000)	(100.0)	-	-	40,000	(40,000)	(100.0)	26,500
Advertising, maint services, rental income	1,900,420	2,115,131	(214,711)	(10.2)	2,121,899	7,550,964	8,478,512	(927,548)	(10.9)	8,274,477
Concessions	-	-	-	-	-	-	-	-	-	-
Other revenue	-	-	-	-	274,368	-	-	-	-	19,387
Interest income	6,483,305	6,155,299	328,006	5.3	5,864,784	7,463,015	6,671,257	791,758	11.9	6,691,806
<b>Total revenue</b>	<u>68,076,659</u>	<u>77,824,253</u>	<u>(9,747,594)</u>	<u>(12.5)</u>	<u>63,148,294</u>	<u>293,511,191</u>	<u>305,730,140</u>	<u>(12,218,949)</u>	<u>(4.0)</u>	<u>287,108,288</u>
<b>Expense</b>										
Wages and benefits <sup>1</sup>	40,618,144	47,611,552	6,993,408	14.7	32,011,603	171,765,184	190,761,494	18,996,310	10.0	159,739,061
Services	7,476,036	8,104,599	628,563	7.8	7,874,052	30,637,280	31,902,835	1,265,555	4.0	29,434,245
Fuel and lube consumed	2,992,205	4,586,772	1,594,567	34.8	4,396,855	14,422,797	18,466,981	4,044,184	21.9	17,298,208
Materials and supplies	7,108,042	5,978,431	(1,129,611)	(18.9)	5,972,815	23,178,129	23,388,332	210,203	0.9	21,384,936
Utilities	1,550,661	1,857,747	307,086	16.5	1,726,419	7,093,311	8,551,765	1,458,454	17.1	7,505,260
Casualty and liability costs	1,649,719	1,358,427	(291,292)	(21.4)	4,785,490	5,956,589	5,424,602	(531,987)	(9.8)	8,710,342
Other expenses	1,715,261	1,725,799	10,538	0.6	1,502,706	6,481,906	7,005,822	523,916	7.5	5,302,738
Interest expense	10,708,436	11,046,621	338,185	3.1	9,909,161	25,101,045	26,208,897	1,107,852	4.2	25,886,956
Contribution to outside entities	291,802	307,994	16,192	5.3	297,573	1,243,864	1,207,516	(36,348)	(3.0)	1,333,305
Other non-operating expense	1,254,967	105,895	(1,149,072)	(1,085.1)	-	1,101,429	423,579	(677,850)	(160.0)	-
<b>Total expense</b>	<u>75,365,273</u>	<u>82,683,837</u>	<u>7,318,564</u>	<u>8.9</u>	<u>68,476,674</u>	<u>286,981,534</u>	<u>313,341,823</u>	<u>26,360,289</u>	<u>8.4</u>	<u>276,595,051</u>
<b>Income (loss) before depreciation</b>	<u>(7,288,614)</u>	<u>(4,859,584)</u>	<u>(2,429,030)</u>	<u>(50.0)</u>	<u>(5,328,380)</u>	<u>6,529,657</u>	<u>(7,611,683)</u>	<u>14,141,340</u>	<u>185.8</u>	<u>10,513,237</u>
Depreciation and amortization expense	18,717,911	20,067,125	1,349,214	6.7	17,979,673	72,060,415	76,034,218	3,973,803	5.2	69,485,447
<b>Net income (loss) before transfers</b>	<u>(26,006,525)</u>	<u>(24,926,709)</u>	<u>(1,079,816)</u>	<u>(4.3)</u>	<u>(23,308,053)</u>	<u>(65,530,758)</u>	<u>(83,645,901)</u>	<u>18,115,143</u>	<u>21.7</u>	<u>(58,972,210)</u>
<b>Net transfers in (out)</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>627</u>	<u>627</u>	<u>-</u>	<u>627</u>	<u>-</u>	<u>13,329</u>
<b>Net income (loss)</b>	<u>\$ (26,006,525)</u>	<u>\$ (24,926,709)</u>	<u>\$ (1,079,816)</u>	<u>(4.3)</u>	<u>\$ (23,307,426)</u>	<u>\$ (65,530,131)</u>	<u>\$ (83,645,901)</u>	<u>\$ 18,115,770</u>	<u>21.7</u>	<u>\$ (58,958,881)</u>

<sup>1</sup> - Detailed schedule included.

**Metro**  
**Detailed Schedule of Contract, Sales Tax and Grant Revenue**  
**For the Quarter Ended June 30, 2016**  
(unaudited)

	Current					Year to Date				
	Actual	Budget	\$ Favorable (Unfavorable)	% Fav (Unfav)	Prior Year	Actual	Budget	\$ Favorable (Unfavorable)	% Fav (Unfav)	Prior Year
<b>Contract, sales tax and grant revenue</b>										
Missouri assistance										
City of St. Louis 1/2 cent	\$ 3,700,845	\$ 4,365,238	\$ (664,393)	(15.2)	\$ 3,010,665	\$ 18,121,311	\$ 18,756,937	\$ (635,626)	(3.4)	\$ 17,336,211
City of St. Louis 1/4 cent	1,739,309	2,128,363	(389,054)	(18.3)	1,474,848	8,560,576	8,818,212	(257,636)	(2.9)	8,292,850
City of St. Louis Prop M2 (1/4 cent)	1,487,732	1,708,234	(220,502)	(12.9)	1,114,809	6,929,798	7,020,678	(90,880)	(1.3)	6,384,239
Total City of St. Louis	6,927,886	8,201,835	(1,273,949)	(15.5)	5,600,322	33,611,685	34,595,827	(984,142)	(2.8)	32,013,300
St. Louis County 1/2 cent	7,883,410	9,736,291	(1,852,881)	(19.0)	8,339,618	39,019,077	39,586,633	(567,556)	(1.4)	39,228,873
St. Louis County 1/4 cent	6,404,849	8,202,837	(1,797,988)	(21.9)	7,265,187	33,559,417	34,932,767	(1,373,350)	(3.9)	34,143,614
St. Louis County Prop A (1/2 cent)	9,284,440	12,358,341	(3,073,901)	(24.9)	6,989,887	46,975,152	49,991,893	(3,016,741)	(6.0)	46,127,669
Total St. Louis County	23,572,699	30,297,469	(6,724,770)	(22.2)	22,594,692	119,553,646	124,511,293	(4,957,647)	(4.0)	119,500,156
East-West Gateway Council of Govts.	40,000	40,000	-	-	40,000	160,000	160,000	-	-	160,000
Non-capital projects and other	47,630	150,000	(102,370)	(68.2)	104,564	909,131	600,000	309,131	51.5	865,474
Total other local	87,630	190,000	(102,370)	(53.9)	144,564	1,069,131	760,000	309,131	40.7	1,025,474
State of Missouri	102,486	67,538	34,948	51.7	469,351	459,187	270,150	189,037	70.0	668,968
Total State of Missouri	102,486	67,538	34,948	51.7	469,351	459,187	270,150	189,037	70.0	668,968
Total Missouri assistance	30,690,701	38,756,842	(8,066,141)	(20.8)	28,808,929	154,693,649	160,137,270	(5,443,621)	(3.4)	153,207,898
Illinois assistance										
St. Clair Transit District	11,235,830	10,722,421	513,409	4.8	10,316,656	52,979,061	52,018,796	960,265	1.8	48,110,848
State of Illinois	80,991	484,959	(403,968)	(83.3)	138,725	627,317	1,939,835	(1,312,518)	(67.7)	1,840,879
Total Illinois assistance	11,316,821	11,207,380	109,441	1.0	10,455,381	53,606,378	53,958,631	(352,253)	(0.7)	49,951,727
Total local and state assistance	42,007,522	49,964,222	(7,956,700)	(15.9)	39,264,310	208,300,027	214,095,901	(5,795,874)	(2.7)	203,159,625
Federal assistance										
Vehicle maintenance	4,000,000	4,000,000	-	-	3,250,000	16,000,000	16,000,000	-	-	13,000,000
Non-capital grants (i.e. JARC)	1,567,951	1,185,719	382,232	32.2	(291,776)	5,339,904	4,742,875	597,029	12.6	3,280,667
Total federal assistance	5,567,951	5,185,719	382,232	7.4	2,958,224	21,339,904	20,742,875	597,029	2.9	16,280,667
<b>Total contract, sales tax and grant revenue</b>	<b>\$ 47,575,473</b>	<b>\$ 55,149,941</b>	<b>\$ (7,574,468)</b>	<b>(13.7)</b>	<b>\$ 42,222,534</b>	<b>\$ 229,639,931</b>	<b>\$ 234,838,776</b>	<b>\$ (5,198,845)</b>	<b>(2.2)</b>	<b>\$ 219,440,292</b>

**Metro**  
**Detailed Schedule of Wages and Benefits**  
**For the Quarter Ended June 30, 2016**  
(unaudited)

	Current					Year to Date				
	Actual	Budget	\$ Favorable (Unfavorable)	% Fav (Unfav)	Prior Year	Actual	Budget	\$ Favorable (Unfavorable)	% Fav (Unfav)	Prior Year
<b>Personnel expense</b>										
Wages	\$ 29,795,128	\$ 30,765,869	\$ 970,741	3.2	\$ 28,271,444	\$ 119,454,941	\$ 122,762,059	\$ 3,307,118	2.7	\$ 114,728,562
<b>Company paid benefits</b>										
<b>Payroll related taxes and insurance</b>										
FICA	2,069,711	2,288,706	218,995	9.6	1,958,984	8,333,006	9,126,848	793,842	8.7	8,003,340
Unemployment insurance	76,968	103,740	26,772	25.8	51,666	429,328	777,721	348,393	44.8	499,525
Worker's compensation insurance	1,416,806	998,263	(418,543)	(41.9)	822,554	4,664,689	3,973,829	(690,860)	(17.4)	3,594,659
<b>Health and welfare</b>										
Medical	3,428,269	7,626,168	4,197,899	55.0	5,544,140	22,376,644	30,470,006	8,093,362	26.6	22,051,522
Dental	146,518	123,363	(23,155)	(18.8)	116,505	548,503	492,760	(55,743)	(11.3)	513,580
Other post employment benefits	24,335	1,926,020	1,901,685	98.7	(8,386,140)	893,113	7,670,809	6,777,696	88.4	(1,716,448)
Life insurance / AD&D	117,398	124,060	6,662	5.4	108,356	465,192	495,957	30,765	6.2	456,704
Short and long term disability	85,769	11,199	(74,570)	(665.9)	55,722	291,399	44,797	(246,602)	(550.5)	221,471
FMLA administration expense	15,801	11,535	(4,266)	(37.0)	15,776	61,349	46,057	(15,292)	(33.2)	63,658
EAP expense	9,212	8,779	(433)	(4.9)	8,770	34,686	35,064	378	1.1	35,386
<b>Retirement</b>										
Pension expense	3,029,516	2,907,115	(122,401)	(4.2)	3,097,688	12,274,031	11,608,483	(665,548)	(5.7)	9,267,844
401 K contributions	359,771	664,153	304,382	45.8	294,138	1,295,998	2,656,611	1,360,613	51.2	1,174,230
<b>Other</b>										
Uniform allowance	178,368	149,014	(29,354)	(19.7)	106,134	1,056,708	986,219	(70,489)	(7.1)	1,061,204
Miscellaneous benefits	326	3,590	3,264	90.9	4,567	9,928	14,361	4,433	30.9	16,631
Benefit costs applied to capital projects	(135,752)	(100,022)	35,730	35.7	(58,701)	(424,331)	(400,087)	24,244	6.1	(232,807)
<b>Total company paid benefits</b>	<u>10,823,016</u>	<u>16,845,683</u>	<u>6,022,667</u>	<u>35.8</u>	<u>3,740,159</u>	<u>52,310,243</u>	<u>67,999,435</u>	<u>15,689,192</u>	<u>23.1</u>	<u>45,010,499</u>
<b>Total wages and benefits</b>	<u>\$ 40,618,144</u>	<u>\$ 47,611,552</u>	<u>\$ 6,993,408</u>	<u>14.7</u>	<u>\$ 32,011,603</u>	<u>\$ 171,765,184</u>	<u>\$ 190,761,494</u>	<u>\$ 18,996,310</u>	<u>10.0</u>	<u>\$ 159,739,061</u>



**Metro**  
**Cash Receipts and Disbursements Schedule**  
**For the Quarter Ended June 30, 2016**  
(unaudited)

	Total	Revenue Fund	Operating Fund	Internally Restricted Fund	Prop M Fund	Prop A Fund	Sales Tax Capital Fund	Commodity Funds	Insurance Funds	Other Restricted Funds
<b>Balance April 1, 2016</b>										
<b>Cash &amp; Investments</b>	\$ 191,754,734	\$ 1,233,662	\$ 43,842,643	\$ 15,679,173	\$ 53,065,065	\$ 22,846,242	\$ 19,425,547	\$ 8,878,531	\$ 18,247,050	\$ 8,536,821
<b>Add :</b>										
Passenger Fares	13,122,339	12,976,851	145,488	-	-	-	-	-	-	-
City of St. Louis	8,496,113	-	6,755,764	-	1,193,035	-	547,314	-	-	-
St. Louis County	27,260,781	-	24,757,433	-	1,124,841	-	1,378,507	-	-	-
State of Illinois	53,017	-	53,017	-	-	-	-	-	-	-
St. Clair County	12,123,035	-	12,123,035	-	-	-	-	-	-	-
FTA	5,876,450	-	5,876,450	-	-	-	-	-	-	-
Commodity Fund	-	-	-	-	-	-	-	-	-	-
All Other	4,638,025	-	4,483,928	5,600	71,690	36,022	19,788	-	20,997	-
<b>Cash Receipts</b>	71,569,760	12,976,851	54,195,115	5,600	2,389,566	36,022	1,945,609	-	20,997	-
<b>Interfund Transfers</b>	-	(13,160,000)	12,642,249	37,027	(1,491,905)	2,251,829	(41,695)	(3,000,000)	2,153,557	608,938
<b>Less:</b>										
Cash Disbursements	(82,636,188)	-	(79,823,886)	-	-	-	-	(872,273)	(1,927,835)	(12,194)
<b>Balance June 30, 2016</b>										
<b>Cash &amp; Investments</b>	180,688,305	1,050,513	30,856,120	15,721,800	53,962,726	25,134,093	21,329,461	5,006,258	18,493,769	9,133,565
<b>Less:</b>										
<b>Pre-Encumbrances &amp; Restrictions</b>										
Local Match - Approved Grants	35,978,406	-	-	-	33,734,939	-	2,243,467	-	-	-
- Grant Applications	13,905,436	-	-	-	13,905,436	-	-	-	-	-
- Long Range Capital Programs (1)	25,408,345	-	-	-	6,322,351	-	19,085,994	-	-	-
SIR Worker Comp Pledged Funds	2,405,000	-	-	-	-	-	-	-	2,405,000	-
Other Restrictions	102,991,118	1,050,513	30,856,120	15,721,800	-	25,134,093	-	5,006,258	16,088,769	9,133,565
Total Restrictions	180,688,305	1,050,513	30,856,120	15,721,800	53,962,726	25,134,093	21,329,461	5,006,258	18,493,769	9,133,565
<b>Unencumbered Cash &amp; Investments</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

(1) Restricted to finance obligations.

**Metro**  
**Cross County Metrolink Debt**  
**Cash Receipts and Disbursements Schedule**  
**For the Quarter Ended June 30, 2016**  
**(unaudited)**

	Total Trustee Statements	Revenue Funds	Debt Service Funds	Expense Funds	Debt Service Reserve Funds
Balance at April 1, 2016					
<b>Cash &amp; investments</b>	\$ 47,392,812	\$ -	\$ 14,578,243	\$ 72,550	\$ 32,742,018
<b>Add cash receipts:</b>					
St. Louis County sales tax - Prop M	10,083,591	10,083,591	-	-	-
St. Louis County sales tax - Prop A	12,963,248	12,963,248	-	-	-
St. Louis City sales tax - Prop M	2,503,088	2,503,088	-	-	-
St. Louis City sales tax - Prop M2	2,503,088	2,503,088	-	-	-
Realized gain/(loss)	9,009	-	-	-	9,009
Interest received	272,382	4,154	6,416	56	261,756
<b>Total cash receipts</b>	28,334,406	28,057,169	6,416	56	270,765
<b>Less fund disbursements:</b>					
Debt service - Series 2009	(2,383,988)	-	(2,383,988)	-	-
Debt service - Series 2013A	(7,547,756)	-	(7,547,756)	-	-
Debt service - Series 2013B	(706,500)	-	(706,500)	-	-
Expenses/Accrued interest reclassification	(1,166)	-	-	(1,166)	-
Prop M/Prop A to Metro	(20,774,463)	(20,774,463)	-	-	-
Realized gain/(loss)	(2,070)	-	-	-	(2,070)
<b>Total disbursements</b>	(31,415,943)	(20,774,463)	(10,638,244)	(1,166)	(2,070)
<b>Interfund transfers:</b>					
Interest/principal transfers	-	(7,282,706)	7,282,706	-	-
<b>Total interfund transfers</b>	-	(7,282,706)	7,282,706	-	-
Balance at June 30, 2016					
<b>Cash &amp; investments</b>	<u>\$ 44,311,274</u>	<u>\$ -</u>	<u>\$ 11,229,122</u>	<u>\$ 71,440</u>	<u>\$ 33,010,712</u>

**Metro**  
**Statement of Cash Flows**  
**For the Year Ended June 30, 2016**  
**(unaudited)**

**Cash flows from operating activities**

Receipts from customers	\$ 56,836,012
Payments to employees	(174,823,797)
Payments to vendors	(81,303,735)
Payments for self-insurance	(10,129,572)
Receipts (payments) from inter-fund activity	<u>(1,748,580)</u>

**Net cash provided by (used in)  
operating activities**

(211,169,672)

**Cash flows from non capital financing activities**

Operating assistance received	215,520,101
Contributions to outside entities	(1,243,864)
Net transfers	627
Nonoperating contributions	<u>(1,661,847)</u>

**Net cash provided by (used in)  
non capital financing activities**

212,615,017

**Cash flows from capital and related financing activities**

Acquisitions of capital assets	(61,121,996)
Payments of long-term debt	(7,220,000)
Interest Paid	(19,417,313)
Contributed capital	<u>71,597,689</u>

**Cash flows from capital and  
related financing activities**

(16,161,620)

**Cash flows from investing activities**

Purchases of investments	(97,244,741)
Proceeds from sale of investments	97,238,534
Interest received	<u>1,471,185</u>

**Net cash provided by (used in)  
investing activities**

1,464,978

**Net increase (decrease) in cash  
and cash equivalents**

(13,251,297)

**Cash and cash equivalents, beginning of year**

115,493,453

**Cash and cash equivalents, year to date**

\$ 102,242,156

**Supplemental disclosure of cash flow information**

**Noncash Activities:**

Interest received on capital lease	\$ 5,990,756
Interest accrued on capital lease	(5,990,756)
Gain on disposal of fixed assets	550,298
Deferred Loss Amortization	426,079
Series 2013B loan proceeds	30,000,000
Series 2013A loan pay down	(30,000,000)

**Metro**  
**Schedule of Aged Receivables - Invoiced**  
**June 30, 2016**  
(unaudited)

	<b>Less than 30 days</b>	<b>31-60 days</b>	<b>61-90 days</b>	<b>91-180 days</b>	<b>181-360 days</b>	<b>Over 361 days</b>	<b>Total</b>
Due from TMA Customers	\$ 256,862	\$ 31,269	\$ 12,140	\$ 9,787	\$ 11,661	\$ 17,758	\$ 339,477
Due from Call-A-Ride	178,964	219,490	-	-	-	-	398,454
Due from Advertising (Marketing)	1,529	-	-	-	-	-	1,529
Due from Leases and Rents	66,663	-	-	5,228	-	-	71,891
Due from Auxiliary Services/Others	517,610	40	161,018	-	272,899	255	951,822
Due from Grants (Accounting)	4,469,066	10,110	1,127,224	36,170	204,888	60,270	5,907,728
Due from Passes	153,590	23,454	4,300	327,855	2,130	1,800	513,129
<b>Subtotal</b>	<b>5,644,283</b>	<b>284,363</b>	<b>1,304,682</b>	<b>379,040</b>	<b>491,578</b>	<b>80,083</b>	<b>8,184,029</b>
Due from Engineering	-	-	-	-	125	-	125
Due from Airport	27,810	1,985	1,734	8,399	1,832	1,074	42,834
<b>Total</b>	<b>\$ 5,672,093</b>	<b>\$ 286,348</b>	<b>\$ 1,306,416</b>	<b>\$ 387,439</b>	<b>\$ 493,535</b>	<b>\$ 81,157</b>	<b>\$ 8,226,988</b>

**Metro**  
**Capital Expenditures for Active Projects**  
**For the Quarter Ended June 30, 2016**  
**(unaudited)**

Description		Budget	Current	Year-To-Date	Life-To-Date	Balance
<b>Project #</b>						
0034	Van Procurement FY04-FY08 (X204) 2	\$ 2,740,824	\$ -	\$ -	\$ 2,720,471	\$ 20,353
1237	CAR Van Replacement FY07	2,975,815	-	-	2,913,172	62,643
1279	Fare Collection System Upgrade/Replacement (06 Earmark)	30,984,490	1,779,052	3,482,344	25,019,821	5,964,669
1290	Buses FY05 Fed Earmark (25)	1,210,235	-	-	1,210,235	-
1361	Radio System CAD/AVL	23,857,144	634,517	715,400	10,458,972	13,398,172
1530	Eads Bridge Rehab ARRA	25,338,774	-	-	25,338,774	-
1531	Rail & Tie Replacement	1,718,025	-	-	1,718,025	-
1574	CAR Van Replacement	8,650,165	-	1,586,637	7,132,307	1,517,858
1666	Slope Stabilization	z 4,097,297	-	193,907	4,088,949	8,348
1668	Embankment Erosion	z 3,223,073	72,643	431,579	573,269	2,649,804
1708	Feeder Wire/Water Mitigation MO--12	z 1,058,564	253	5,702	708,420	350,144
1717	Non-Revenue Vehicles FY12 MO	1,718,858	6,995	121,018	1,517,317	201,541
1722	Missouri Slopes Stability	z 1,144,600	(5,978)	568,458	809,969	334,631
1723	MO OCS Wire Rehab	z 1,646,670	120,645	330,253	1,638,164	8,506
1734	EADS Bridge Rehab Phase II	29,708,943	1,014,095	12,377,071 #	17,459,986	12,248,957
1739	Downtown Transfer Center	10,498,596	635,666	837,543	1,565,804	8,932,792
1755	IT Systems Upgrade Yr 2 - FY13	1,425,750	52,019	259,193	575,451	850,299
1756	North County Transit Center	10,280,000	195,064 #	4,798,274	10,108,734	171,266
1817	Radio System Tower Sites	6,555,992	623,590	2,098,869	3,610,539	2,945,453
1834	Rail Tie Replacement Year 2	z 1,939,408	-	58,625	1,519,022	420,386
1844	Tactile Warning Strip Phase II	z 1,719,616	-	265,757	1,025,067	694,549
1848	Articulated Buses	11,441,319	-	-	6,490,426	4,950,893
1855	Arch Bike Trail	1,105,000	72,743	167,126	281,259	823,741
1860	Bus Procurement Duluth	20,911,804	2,298	2,298	20,910,583	1,221
1862	North County Transit Phase II	2,200,481	57,196	232,075	1,653,148	547,333

**Metro**  
**Capital Expenditures for Active Projects**  
**For the Quarter Ended June 30, 2016**  
**(unaudited)**

<b>Description</b>		<b>Budget</b>	<b>Current</b>	<b>Year-To-Date</b>	<b>Life-To-Date</b>	<b>Balance</b>
<b>Projects continued</b>						
1863 Bus Procurement Duluth II		\$ 11,582,762	\$ -	\$ -	\$ 10,893,680	\$ 689,082
1869 Phase 1 Audio Frequency Circuit		3,101,678	85,039	216,751	353,735	2,747,943
1875 Rail Tie Replace Year 3	z	2,147,572	7,491	1,890,739	1,927,269	220,303
1885 TOI Operation Management Software		2,859,367	32,095	319,503	606,957	2,252,410
1887 TOI Transit Business Intellegence		1,031,572	-	-	-	1,031,572
1905 Buses - FY13 CMAQ		18,565,431	20,811	7,680,943	18,206,956	358,475
1933 FY14 Preventive Maintance	z	20,000,000	-	-	20,000,000	-
1937 Innovative High School Career	z	2,129,435	-	-	-	2,129,435
1941 Duluth Piggyback III 40'		12,698,501	1,549	12,351,743	12,351,743	346,758
1955 Spruce Street Bridge		7,549,171	626,784	5,509,092	5,709,564	1,839,607
1959 Z-Gate Ped Barriers & Fence		1,257,938	43,808	259,984	292,984	964,954
1960 Rail ROW Repairs-MP 0-15.4 MO		1,905,200	-	66,474	66,474	1,838,726
1962 Elevator Rehab - 8 Units - MO		1,302,000	32,711	137,989	141,125	1,160,875
1973 Portable Bus Lifting System - MO		1,004,619	535,965	535,965	535,965	468,654
1983 DC to AC Rail Car Upgrades		22,500,000	-	-	-	22,500,000
1988 Ewing Wall Rehabilitation		10,037,743	100,058	892,239	907,348	9,130,395
1997 IL Bus Facility Rehabilitation		1,850,692	-	14,850	14,850	1,835,842
2000 Administrative Facility		1,604,600	20,318	1,022,606	1,022,606	581,994
2020 Feeder Wire-Water Mitigation	z	1,644,372	641	867,088	872,100	772,272
2021 Bus Northwest Connector	z	2,355,536	-	-	-	2,355,536
2029 FY15 Preventive Maintenance	z	16,250,000	-	-	16,250,000	-
2030 FY15 100% 7 SCCTD Buses		2,076,050	885,450	2,067,854	2,069,685	6,365
2035 Mobile Data Terminal		1,050,000	-	-	-	1,050,000
2053 Buses (4) FY15 Formula		1,856,000	-	-	-	1,856,000
2054 Call-A-Ride Vans (7) FY15		2,161,300	-	-	-	2,161,300

**Metro**  
**Capital Expenditures for Active Projects**  
**For the Quarter Ended June 30, 2016**  
**(unaudited)**

Description	Budget	Current	Year-To-Date	Life-To-Date	Balance
<b>Projects continued</b>					
2057 Non-Rev Vehicles (16) MO FY14	\$ 1,146,145	\$ -	\$ -	\$ -	\$ 1,146,145
2060 Boyle Street ML Station	12,998,985	10,034	43,350	43,350	12,955,635
2061 CWE ML Station Rehab	1,544,046	-	-	-	1,544,046
2070 DC to AC Propulsion YR 2	2,033,859	-	-	-	2,033,859
2077 Buses FY15 Bus Facility	3,615,724	-	-	-	3,615,724
2078 Buses FY14 CMAQ	5,210,000	-	-	-	5,210,000
2079 MO Buses	3,709,048	-	-	-	3,709,048
2081 Convention Center Escalator FY15 SGR	1,103,500	-	-	-	1,103,500
2094 CAR Vans (7) FY14 Fed Formula	1,479,456	-	-	-	1,479,456
2108 Buses (8) IDOT Reimburse SCCTD	3,457,944	-	-	-	3,457,944
2109 Union Station Tunnel	5,089,126	257	257	257	5,088,869
2113 TAM-EAM System Development	1,411,147	-	-	-	1,411,147
All others	*z 43,441,544	825,151	2,860,937	18,980,662	24,460,882
<b>Total active projects</b>	<b>\$ 444,913,506</b>	<b>\$ 8,488,960</b>	<b>\$ 65,270,493</b>	<b>\$ 262,295,194</b>	<b>\$ 182,618,312</b>

\* "All Others" list all projects with a budget less than one million dollars.

z Some Projects/Awards do not produce a fixed asset; they are considered operating expenditures.





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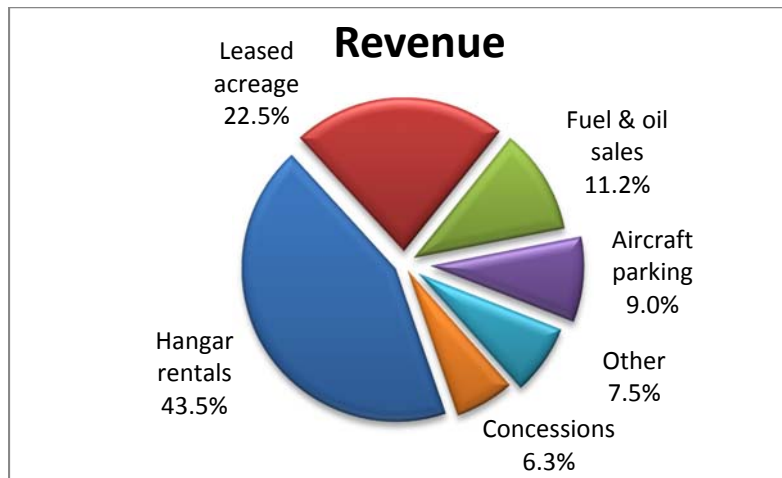
Capital Expenditures for Active Projects.....50

# St. Louis Downtown Airport

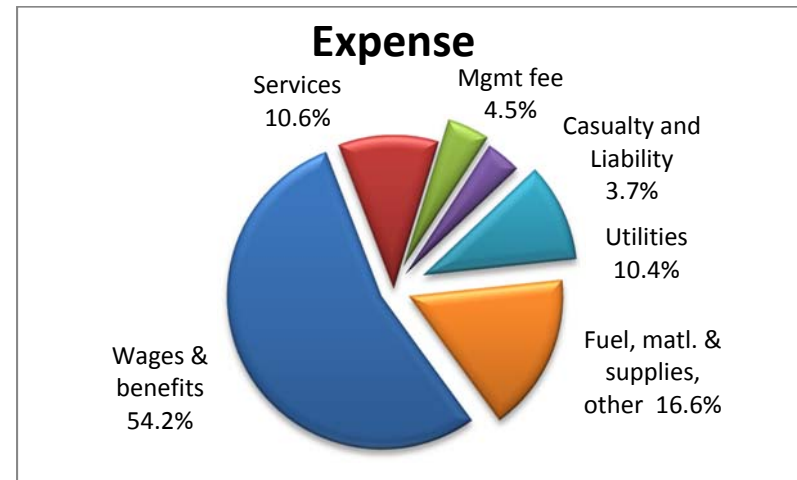
**For the 12 Months Ended June 30, 2016**  
(Preliminary, subject to audit)

**Loss before depreciation** for the St. Louis Downtown Airport for the 12 months ended June 30, 2016 was \$188,991. This is unfavorable to budget by \$154,536. These results are unfavorable to prior year by \$333,517.

**Revenue** is greater than last year by \$76,224 or 2.7% and favorable to budget by 2.5% or \$37,183. Revenue benefited from new hangar rental leases and from charges for after-hours firefighter coverage.



**Wages and benefits** are unfavorable to budget by \$36,489 or 4.0%.



**Services** are \$67,728 unfavorable to budget and \$84,429 unfavorable to prior year primarily due to higher consulting fees and maintenance services.

**Materials and supplies** are favorable to budget by \$10,707 due to lower vehicle, buildings, and grounds repair parts.

**Utilities** are \$10,372 favorable to budget. Electricity, natural gas and waste removal expenses are favorable.

**Other expenses** are favorable to budget by \$10,477 or 9.4% due to lower travel, staff training and farm expenses.

**Other non-operating expense** is \$128,565 unfavorable to budget due to the disposal of a fixed asset.

Performance Indicators			
YTD	Fuel sales (gallons)	Aircraft movements	Avg. based aircraft
FY16 Actual	1,849,645	101,227	326
FY16 Budget	1,773,630	90,000	320
FY15 Actual	1,742,032	88,345	325

**Average based aircraft** remains at prior year levels.

**Aircraft movements and Fuel sales** increased over the prior year. Airport activity can vary because of the economy, weather conditions and special events.

**St. Louis Downtown Airport**  
**Quarterly Statement of Net Position**  
**June 30, 2016**  
(unaudited)

	Current				Prior Year		
	Current Period	Prior Period	Dollar Change	Percent Change	Prior Year	Dollar Change	Percent Change
<b>Assets</b>							
Current assets							
Cash	\$ 607,682	\$ 665,183	\$ (57,501)	(8.6)	\$ 420,954	\$ 186,728	44.4
Accounts and notes receivable	41,618	78,440	(36,822)	(46.9)	317,721	(276,103)	(86.9)
Interfund accounts receivable	153,954	112,943	41,011	36.3	-	153,954	n/a
Materials and supplies inventory	61,591	61,609	(18)	-	61,584	7	-
Other current assets	16,111	41,916	(25,805)	(61.6)	14,717	1,394	9.5
Total current assets	880,956	960,091	(79,135)	(8.2)	814,976	65,980	8.1
Capital assets							
Capital assets	52,803,944	52,728,214	75,730	0.1	52,728,357	75,587	0.1
Accumulated depreciation	(34,443,521)	(34,054,006)	(389,515)	(1.1)	(32,891,745)	(1,551,776)	(4.7)
Total capital assets, net	18,360,423	18,674,208	(313,785)	(1.7)	19,836,612	(1,476,189)	(7.4)
Land	4,542,564	4,542,564	-	-	4,542,564	-	-
Construction-in-process	18,887	211,874	(192,987)	(91.1)	150,484	(131,597)	(87.4)
Total capital assets	22,921,874	23,428,646	(506,772)	(2.2)	24,529,660	(1,607,786)	(6.6)
Non-current assets							
Deferred charges	5,883	14,978	(9,095)	(60.7)	16,653	(10,770)	(64.7)
Total non-current assets	5,883	14,978	(9,095)	(60.7)	16,653	(10,770)	(64.7)
Total assets	23,808,713	24,403,715	(595,002)	(2.4)	25,361,289	(1,552,576)	(6.1)
<b>Total</b>	<b>\$ 23,808,713</b>	<b>\$ 24,403,715</b>	<b>\$ (595,002)</b>	<b>(2.4)</b>	<b>\$ 25,361,289</b>	<b>\$ (1,552,576)</b>	<b>(6.1)</b>

**St. Louis Downtown Airport**  
**Quarterly Statement of Net Position**  
**June 30, 2016**  
(unaudited)

	Current				Prior Year		
	Current Period	Prior Period	Dollar Change	Percent Change	Prior Year	Dollar Change	Percent Change
<b>Liabilities</b>							
Current liabilities							
Accounts payable	\$ 16,337	\$ 70,473	\$ (54,136)	(76.8)	\$ 24,844	\$ (8,507)	(34.2)
Interfund accounts payable	208,087	157,967	50,120	31.7	21,128	186,959	884.9
Accrued expenses	65,200	54,800	10,400	19.0	53,308	11,892	22.3
Other current liabilities	3,063	6,724	(3,661)	(54.4)	1,335	1,728	129.4
Total current liabilities	<u>292,687</u>	<u>289,964</u>	<u>2,723</u>	<u>0.9</u>	<u>100,615</u>	<u>192,072</u>	<u>190.9</u>
Non-current liabilities							
Other post-employment benefits	277,007	351,628	(74,621)	(21.2)	347,061	(70,054)	(20.2)
Long-term self-insurance	27,154	27,154	-	-	28,991	(1,837)	(6.3)
Unfunded pension liabilities	183,752	183,752	-	-	183,752	-	-
Total non-current liabilities	<u>487,913</u>	<u>562,534</u>	<u>(74,621)</u>	<u>(13.3)</u>	<u>559,804</u>	<u>(71,891)</u>	<u>(12.8)</u>
Total liabilities	<u>780,600</u>	<u>852,498</u>	<u>(71,898)</u>	<u>(8.4)</u>	<u>660,419</u>	<u>120,181</u>	<u>18.2</u>
<b>Net Position</b>							
Net position - capital investments	32,954,818	32,945,949	8,869	-	32,880,637	74,181	0.2
Net position - unrestricted	(8,179,768)	(8,179,768)	-	-	(6,759,437)	(1,420,331)	(21.0)
Net income (loss)	<u>(1,746,937)</u>	<u>(1,214,964)</u>	<u>(531,973)</u>	<u>(43.8)</u>	<u>(1,420,330)</u>	<u>(326,607)</u>	<u>(23.0)</u>
Total net position	<u>23,028,113</u>	<u>23,551,217</u>	<u>(523,104)</u>	<u>(2.2)</u>	<u>24,700,870</u>	<u>(1,672,757)</u>	<u>(6.8)</u>
<b>Total</b>	<u>\$ 23,808,713</u>	<u>\$ 24,403,715</u>	<u>\$ (595,002)</u>	<u>(2.4)</u>	<u>\$ 25,361,289</u>	<u>\$ (1,552,576)</u>	<u>(6.1)</u>

**St. Louis Downtown Airport**  
**Statement of Revenues, Expenses and Income (Loss)**  
**For the Quarter Ended June 30, 2016**  
(unaudited)

	Current					Year to Date				
	Actual	Budget	\$ Favorable (Unfavorable)	% Fav (Unfav)	Prior Year	Actual	Budget	\$ Favorable (Unfavorable)	% Fav (Unfav)	Prior Year
<b>Revenue</b>										
Airport parking	\$ 34,798	\$ 34,853	\$ (55)	(0.2)	\$ 35,726	\$ 139,350	\$ 139,410	\$ (60)	-	\$ 142,092
Leased acreage	84,134	43,169	40,965	94.9	99,382	347,891	172,677	175,214	101.5	390,922
Hangar rental	173,938	202,553	(28,615)	(14.1)	149,082	670,764	810,212	(139,448)	(17.2)	559,856
Aviation sales flowage	38,899	48,723	(9,824)	(20.2)	45,402	172,239	177,365	(5,126)	(2.9)	170,355
Other operating revenue	27,514	22,514	5,000	22.2	23,668	111,681	90,054	21,627	24.0	104,425
Concessions	11,286	28,790	(17,504)	(60.8)	11,286	97,066	115,159	(18,093)	(15.7)	97,814
Service fee revenue	-	50	(50)	(100.0)	50	800	200	600	300.0	725
Interest income	415	84	331	394.0	59	2,803	334	2,469	739.2	181
<b>Total revenue</b>	<u>370,984</u>	<u>380,736</u>	<u>(9,752)</u>	<u>(2.6)</u>	<u>364,655</u>	<u>1,542,594</u>	<u>1,505,411</u>	<u>37,183</u>	<u>2.5</u>	<u>1,466,370</u>
<b>Expense</b>										
Wages and benefits <sup>1</sup>	237,509	222,592	(14,917)	(6.7)	69,190	937,749	901,260	(36,489)	(4.0)	709,216
Services	47,350	28,825	(18,525)	(64.3)	44,226	183,029	115,301	(67,728)	(58.7)	98,600
Fuel and lube consumed	5,662	7,678	2,016	26.3	3,531	17,271	26,300	9,029	34.3	17,337
Materials and supplies	16,488	35,485	18,997	53.5	17,172	119,493	130,200	10,707	8.2	112,582
Utilities	37,467	41,882	4,415	10.5	63,037	180,288	190,660	10,372	5.4	214,007
Casualty and liability costs	16,139	16,265	126	0.8	15,537	64,548	65,026	478	0.7	56,687
Other expenses	26,475	30,997	4,522	14.6	27,363	100,642	111,119	10,477	9.4	113,415
Other non-operating expense	126,000	-	(126,000)	-	-	128,565	-	(128,565)	-	-
<b>Total expense</b>	<u>513,090</u>	<u>383,724</u>	<u>(129,366)</u>	<u>(33.7)</u>	<u>240,056</u>	<u>1,731,585</u>	<u>1,539,866</u>	<u>(191,719)</u>	<u>(12.5)</u>	<u>1,321,844</u>
<b>Income (loss) before depreciation</b>	<u>(142,106)</u>	<u>(2,988)</u>	<u>(139,118)</u>	<u>(4,655.9)</u>	<u>124,599</u>	<u>(188,991)</u>	<u>(34,455)</u>	<u>(154,536)</u>	<u>(448.5)</u>	<u>144,526</u>
Depreciation and amortization expense	<u>389,867</u>	<u>388,492</u>	<u>(1,375)</u>	<u>(0.4)</u>	<u>391,571</u>	<u>1,557,946</u>	<u>1,562,377</u>	<u>4,431</u>	<u>0.3</u>	<u>1,564,856</u>
<b>Net income (loss)</b>	<u>\$ (531,973)</u>	<u>\$ (391,480)</u>	<u>\$ (140,493)</u>	<u>(35.9)</u>	<u>\$ (266,972)</u>	<u>\$ (1,746,937)</u>	<u>\$ (1,596,832)</u>	<u>\$ (150,105)</u>	<u>(9.4)</u>	<u>\$ (1,420,330)</u>

<sup>1</sup> - Detailed schedule included.

**St. Louis Downtown Airport**  
**Detailed Schedule of Wages and Benefits**  
**For the Quarter Ended June 30, 2016**  
(unaudited)

	Current					Year to Date				
	Actual	Budget	\$ Favorable (Unfavorable)	% Fav (Unfav)	Prior Year	Actual	Budget	\$ Favorable (Unfavorable)	% Fav (Unfav)	Prior Year
<b>Personnel expense</b>										
Wages	\$ 169,498	\$ 139,198	\$ (30,300)	(21.8)	\$ 128,058	\$ 665,589	\$ 562,469	\$ (103,120)	(18.3)	\$ 545,100
<b>Company paid benefits</b>										
<b>Payroll related taxes and insurance</b>										
FICA	11,374	10,649	(725)	(6.8)	9,572	46,934	43,029	(3,905)	(9.1)	39,251
Unemployment insurance	556	315	(241)	(76.5)	168	2,932	5,712	2,780	48.7	3,140
Worker's compensation insurance	10,671	9,162	(1,509)	(16.5)	8,769	36,338	36,653	315	0.9	32,258
<b>Health and welfare</b>										
Medical	27,064	22,970	(4,094)	(17.8)	26,112	106,639	91,880	(14,759)	(16.1)	97,538
Dental	714	612	(102)	(16.7)	556	2,509	2,450	(59)	(2.4)	2,385
Other post employment benefits	147	11,919	11,772	98.8	9,819	4,715	48,000	43,285	90.2	43,966
Life insurance / AD&D	240	150	(90)	(60.0)	197	794	600	(194)	(32.3)	787
Short and long term disability	1,293	240	(1,053)	(438.8)	1,062	4,467	960	(3,507)	(365.3)	4,150
FMLA administration expense	83	70	(13)	(18.6)	77	295	278	(17)	(6.1)	309
EAP expense	53	44	(9)	(20.5)	46	180	176	(4)	(2.3)	185
<b>Retirement</b>										
Pension expense	3,327	12,418	9,091	73.2	(124,849)	15,695	49,672	33,977	68.4	(100,344)
401 K contributions	11,309	13,584	2,275	16.7	8,794	40,663	54,336	13,673	25.2	36,206
<b>Other</b>										
Uniform allowance	1,180	1,261	81	6.4	809	9,999	5,045	(4,954)	(98.2)	4,285
<b>Total company paid benefits</b>	<u>68,011</u>	<u>83,394</u>	<u>15,383</u>	<u>18.4</u>	<u>(58,868)</u>	<u>272,160</u>	<u>338,791</u>	<u>66,631</u>	<u>19.7</u>	<u>164,116</u>
<b>Total wages and benefits</b>	<u>\$ 237,509</u>	<u>\$ 222,592</u>	<u>\$ (14,917)</u>	<u>(6.7)</u>	<u>\$ 69,190</u>	<u>\$ 937,749</u>	<u>\$ 901,260</u>	<u>\$ (36,489)</u>	<u>(4.0)</u>	<u>\$ 709,216</u>



**St. Louis Downtown Airport**  
**Cash Receipts and Disbursements Schedule**  
**For the Quarter Ended June 30, 2016**  
(unaudited)

<u>Description</u>	<u>Total</u>	<u>Revenue Fund</u>	<u>Investments Operating Fund</u>	<u>Other Restricted Funds</u>
<b>Balance at April 1, 2016</b>				
<b>Cash &amp; Investments</b>	\$ 665,183	\$ 167,791	\$ 145,764	\$ 351,628
<b>Add:</b>				
Customer payments	404,784	404,784	-	-
Interest received	415	11	404	-
<b>Total cash receipts</b>	<u>405,199</u>	<u>404,795</u>	<u>404</u>	<u>-</u>
Interfund transfers	-	(448,211)	522,832	(74,621)
<b>Less:</b>				
Cash disbursements	<u>(462,700)</u>	<u>(723)</u>	<u>(461,977)</u>	<u>-</u>
<b>Total cash disbursements</b>	<u>(462,700)</u>	<u>(723)</u>	<u>(461,977)</u>	<u>-</u>
<b>Balance at June 30, 2016</b>				
<b>Cash &amp; Investments</b>	<u>\$ 607,682</u>	<u>\$ 123,652</u>	<u>\$ 207,023</u>	<u>\$ 277,007</u>

**St. Louis Downtown Airport**  
**Statement of Cash Flows**  
**For the Year Ended June 30, 2016**  
(unaudited)

<b>Cash flows from operating activities</b>		<b>Supplemental disclosure of cash flow information</b>	
Receipts from customers	\$ 1,610,523	<b>Noncash Activities:</b>	No disclosures.
Payments to employees	(995,911)		
Payments to vendors	(521,003)		
Payments for self-insurance	(66,385)		
Receipts (payments) from inter-fund activity	(44,125)		
<b>Net cash provided by (used in) operating activities</b>	<u>(16,901)</u>		
<b>Cash flows from non capital financing activities</b>			
Nonoperating contributions	<u>(2,565)</u>		
<b>Net cash provided by (used in) non capital financing activities</b>	<u>(2,565)</u>		
<b>Cash flows from capital and related financing activities</b>			
Acquisitions of capital assets	(76,159)		
Contributed capital	<u>74,181</u>		
<b>Cash flows from capital and related financing activities</b>	<u>(1,978)</u>		
<b>Cash flows from investing activities</b>			
Interest received	<u>2,803</u>		
<b>Net cash provided by (used in) investing activities</b>	<u>2,803</u>		
<b>Net increase (decrease) in cash and cash equivalents</b>	(18,641)		
<b>Cash and cash equivalents, beginning of year</b>	<u>626,326</u>		
<b>Cash and cash equivalents, year to date</b>	<u>\$ 607,685</u>		

**St. Louis Downtown Airport**  
**Schedule of Aged Receivables - Invoiced**  
**June 30, 2016**  
(Unaudited)

<b>Customers owing over \$1,000</b>	<b>Less than 30 days</b>	<b>31-60 days</b>	<b>61-90 days</b>	<b>91-180 days</b>	<b>181-360 days</b>	<b>Over 361 days</b>	<b>Total</b>
Aviation Business Corporation	\$ 5,288	\$ 1,291	\$ 1,112	\$ 3,310	\$ -	\$ -	\$ 11,001
Charlie Booth	230	230	230	460	1,380	920	3,450
Ideal Aviation Illinois	6,077	-	-	4,021	-	-	10,098
Jet Aviation - Teterboro, NJ	8,640	-	-	-	-	-	8,640
Parks Aviation Holdings LLC	4,041	-	-	-	-	-	4,041
William Wilson	230	230	230	460	460	-	1,610
Subtotal	24,506	1,751	1,572	8,251	1,840	920	38,840
All other customers	3,304	234	162	148	(8)	154	3,994
<b>Total</b>	<b>\$ 27,810</b>	<b>\$ 1,985</b>	<b>\$ 1,734</b>	<b>\$ 8,399</b>	<b>\$ 1,832</b>	<b>\$ 1,074</b>	<b>\$ 42,834</b>

**St. Louis Downtown Airport**  
**Capital Expenditures for Active Projects**  
For the Quarter Ended June 30, 2016  
(unaudited)

Description		Budget	Current	Year-To-Date	Life-To-Date	Balance
Reconstruct Taxiway B, Phase 1	x	\$ 4,500,000	\$ -	\$ -	\$ -	\$ 4,500,000
Land acquisition for future airport expansion	x	4,000,000	-	-	-	4,000,000
Improve 4-way intersection - turn lanes and traffic lights	x	900,000	-	-	-	900,000
Earthwork - Grade Ditch Parallel to Main Runway	x	755,490	9,096	76,082	724,820	30,670
Rapid Intervention Vehicle	x	500,000	-	-	-	500,000
Rehab parking lot by Hangar 1 and 2	x	312,000	-	-	-	312,000
Terminal Roof Replacement	x	144,700	-	493	129,773	14,927
Taxiway B Northside Drainage Improvements		1,000,000	-	-	-	1,000,000
Taxiway B Northside Environmental Assessment	x	125,000	-	-	-	125,000
<b>Total St. Louis Downtown Airport</b>		<u>\$ 12,237,190</u>	<u>\$ 9,096</u>	<u>\$ 76,575</u>	<u>\$ 854,593</u>	<u>\$ 11,382,597</u>

x Projects are carryover from prior year.



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# Riverfront Attractions

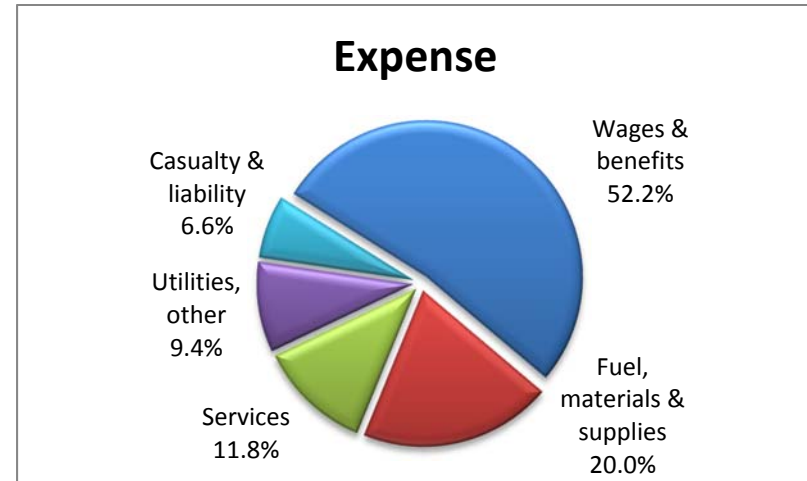
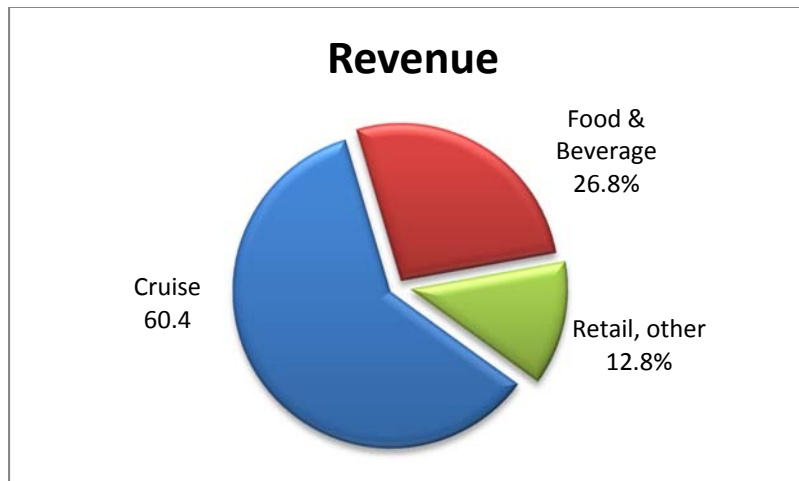
For the 12 Months Ended June 30, 2016

(Preliminary, subject to audit)

**Riverfront Attractions** includes the Tom Sawyer and Becky Thatcher riverboats which feature sightseeing, dinner, and specialty cruises, a gift shop, snack bar, and photography sales. There is also leased heliport operations.

**Income before depreciation** for Riverfront Attractions for the year ended June 30, 2016 was \$112,980. This is \$102,468 favorable to budget and \$499,416 better than prior year.

**Revenue** is \$2,373,796 which is 4.2% lower than budget because of flooding. Riverfront flooding during the year resulted in the loss of 31 cruising days. Revenue is favorable to prior year by \$703,849 or 42.1% because of the completion of the south end of the Leonor K. Sullivan Boulevard construction project.



**Wages and benefits** are \$62,037 or 5.0% favorable to budget due to fewer seasonal part time hours and benefits.

**Services** are 19.7% unfavorable to budget primarily due to additional boat maintenance and repair and removing flood debris.

**Fuel and lube consumed** is \$39,252 favorable to budget because of lower than expected fuel prices and 127 fewer cruises than budgeted.

**Materials and supplies** are \$112,107 favorable to budget primarily due to fewer purchases of food and beverages related to the fewer dinner and specialty cruises.

**Utilities** are \$20,723 or 22.3% favorable to budget due to lower electricity, natural gas, telephone, water and sewer, and waste removal expenses.

**Casualty and liability** expense is \$25,430 or 14.6% favorable to budget.

**Other expenses** are unfavorable to budget by \$9,410. The unfavorable variance to budget is primarily related to licenses and permits.

Performance Indicators			
YTD	Passengers	Cruises	Passengers per Cruise
FY16 Actual	87,588	790	111
FY16 Budget	103,910	917	113
FY15 Actual	73,091	667	110

**Riverboat passengers increased** 19.8% from FY 2015 but is 15.7% lower than budget. Riverfront flooding and construction unfavorably impacted the number of passengers.

The number of **Cruises** increased from FY 2015 by 123 or 18.4% but 127 less than budget. This was the result of the cruising days lost due to flooding and construction.

The average **Passengers per Cruise** in FY 2016 is consistent with the FY 2015 Actual and slightly lower than FY 2016 Budget.



**Riverfront Attractions**  
**Quarterly Statement of Net Position**  
**June 30, 2016**  
(unaudited)

	Current				Prior Year		
	Current Period	Prior Period	Dollar Change	Percent Change	Prior Year	Dollar Change	Percent Change
<b>Assets</b>							
Current assets							
Cash	\$ 93,263	\$ 33,422	\$ 59,841	179.0	\$ 24,572	\$ 68,691	279.5
Accounts and notes receivable	19,415	24,508	(5,093)	(20.8)	7,882	11,533	146.3
Interfund accounts receivable	186,782	19,172	167,610	874.2	-	186,782	n/a
Materials and supplies inventory	39,773	41,565	(1,792)	(4.3)	49,318	(9,545)	(19.4)
Other current assets	-	38,257	(38,257)	(100.0)	132	(132)	(100.0)
Total current assets	<u>339,233</u>	<u>156,924</u>	<u>182,309</u>	<u>116.2</u>	<u>81,904</u>	<u>257,329</u>	<u>314.2</u>
Capital assets							
Capital assets	5,187,190	5,166,217	20,973	0.4	5,123,578	63,612	1.2
Accumulated depreciation	(3,651,948)	(3,567,773)	(84,175)	(2.4)	(3,317,358)	(334,590)	(10.1)
Total capital assets, net	<u>1,535,242</u>	<u>1,598,444</u>	<u>(63,202)</u>	<u>(4.0)</u>	<u>1,806,220</u>	<u>(270,978)</u>	<u>(15.0)</u>
Total capital assets	<u>1,535,242</u>	<u>1,598,444</u>	<u>(63,202)</u>	<u>(4.0)</u>	<u>1,806,220</u>	<u>(270,978)</u>	<u>(15.0)</u>
Total assets	<u>1,874,475</u>	<u>1,755,368</u>	<u>119,107</u>	<u>6.8</u>	<u>1,888,124</u>	<u>(13,649)</u>	<u>(0.7)</u>
<b>Total</b>	<u>\$ 1,874,475</u>	<u>\$ 1,755,368</u>	<u>\$ 119,107</u>	<u>6.8</u>	<u>\$ 1,888,124</u>	<u>\$ (13,649)</u>	<u>(0.7)</u>

**Riverfront Attractions**  
**Quarterly Statement of Net Position**  
**June 30, 2016**  
(unaudited)

	Current				Prior Year		
	Current Period	Prior Period	Dollar Change	Percent Change	Prior Year	Dollar Change	Percent Change
<b>Liabilities</b>							
Current liabilities							
Accounts payable	\$ 59,718	\$ 42,295	\$ 17,423	41.2	\$ 21,849	\$ 37,869	173.3
Interfund accounts payable	1,396,340	1,584,922	(188,582)	(11.9)	995,401	400,939	40.3
Accrued expenses	106,000	109,900	(3,900)	(3.5)	89,803	16,197	18.0
Other current liabilities	119,075	-	119,075	n/a	291,408	(172,333)	(59.1)
Total current liabilities	1,681,133	1,737,117	(55,984)	(3.2)	1,398,461	282,672	20.2
Non-current liabilities							
Other post-employment benefits	297,021	375,591	(78,570)	(20.9)	371,113	(74,092)	(20.0)
Long-term self-insurance	33,654	33,654	-	-	35,554	(1,900)	(5.3)
Unfunded pension liabilities	449,172	449,172	-	-	449,172	-	-
Total non-current liabilities	779,847	858,417	(78,570)	(9.2)	855,839	(75,992)	(8.9)
Total liabilities	2,460,980	2,595,534	(134,554)	(5.2)	2,254,300	206,680	9.2
<b>Net Position</b>							
Net position - capital investments	254,907	254,907	-	-	254,907	-	-
Net position - unrestricted	(621,083)	(621,083)	-	-	55,403	(676,486)	n/a
Net income (loss)	(220,329)	(473,990)	253,661	53.5	(676,486)	456,157	67.4
Total net position	(586,505)	(840,166)	253,661	30.2	(366,176)	(220,329)	(60.2)
<b>Total</b>	<b>\$ 1,874,475</b>	<b>\$ 1,755,368</b>	<b>\$ 119,107</b>	<b>6.8</b>	<b>\$ 1,888,124</b>	<b>\$ (13,649)</b>	<b>(0.7)</b>

**Riverfront Attractions**  
**Statement of Revenues, Expenses and Income (Loss)**  
**For the Quarter Ended June 30, 2016**  
(unaudited)

	Current					Year to Date				
	Actual	Budget	\$ Favorable (Unfavorable)	% Fav (Unfav)	Prior Year	Actual	Budget	\$ Favorable (Unfavorable)	% Fav (Unfav)	Prior Year
<b>Revenue</b>										
Cruise	\$ 696,209	\$ 408,102	\$ 288,107	70.6	\$ 401,914	\$ 1,434,140	\$ 1,557,615	\$ (123,475)	(7.9)	\$ 974,579
Food and beverage	315,613	179,969	135,644	75.4	219,355	634,852	759,828	(124,976)	(16.4)	549,212
Retail	47,227	21,291	25,936	121.8	26,275	84,777	76,930	7,847	10.2	58,231
Other operating revenue	39,900	30,935	8,965	29.0	34,110	195,992	116,181	79,811	68.7	115,273
Other revenue	-	-	-	-	-	60,042	-	60,042	-	-
Sales discount	(14,723)	(10,175)	(4,548)	(44.7)	(12,159)	(36,007)	(32,821)	(3,186)	(9.7)	(27,348)
<b>Total revenue</b>	<u>1,084,226</u>	<u>630,122</u>	<u>454,104</u>	<u>72.1</u>	<u>669,495</u>	<u>2,373,796</u>	<u>2,477,733</u>	<u>(103,937)</u>	<u>(4.2)</u>	<u>1,669,947</u>
<b>Expense</b>										
Wages and benefits <sup>1</sup>	380,658	329,489	(51,169)	(15.5)	337,726	1,182,283	1,244,320	62,037	5.0	1,067,106
Services	43,304	42,420	(884)	(2.1)	105,696	265,814	222,080	(43,734)	(19.7)	250,537
Fuel and lube consumed	16,630	27,000	10,370	38.4	11,283	43,748	83,000	39,252	47.3	48,011
Materials and supplies	193,970	166,533	(27,437)	(16.5)	136,804	408,354	520,461	112,107	21.5	300,834
Utilities	18,704	24,320	5,616	23.1	17,506	72,122	92,845	20,723	22.3	77,363
Casualty and liability costs	37,564	43,974	6,410	14.6	38,605	148,285	173,715	25,430	14.6	149,226
Other expenses	56,842	33,038	(23,804)	(72.1)	26,046	140,210	130,800	(9,410)	(7.2)	163,306
Contribution to outside entities	(1,000)	-	1,000	-	-	-	-	-	-	-
Other non-operating expense	1,000	-	(1,000)	-	-	-	-	-	-	-
<b>Total expense</b>	<u>747,672</u>	<u>666,774</u>	<u>(80,898)</u>	<u>(12.1)</u>	<u>673,666</u>	<u>2,260,816</u>	<u>2,467,221</u>	<u>206,405</u>	<u>8.4</u>	<u>2,056,383</u>
<b>Income (loss) before depreciation</b>	<u>336,554</u>	<u>(36,652)</u>	<u>373,206</u>	<u>1,018.2</u>	<u>(4,171)</u>	<u>112,980</u>	<u>10,512</u>	<u>102,468</u>	<u>974.8</u>	<u>(386,436)</u>
Depreciation and amortization expense	82,893	78,853	(4,040)	(5.1)	74,465	333,309	315,412	(17,897)	(5.7)	290,050
<b>Net income (loss)</b>	<u>\$ 253,661</u>	<u>\$ (115,505)</u>	<u>\$ 369,166</u>	<u>319.6</u>	<u>\$ (78,636)</u>	<u>\$ (220,329)</u>	<u>\$ (304,900)</u>	<u>\$ 84,571</u>	<u>27.7</u>	<u>\$ (676,486)</u>

<sup>1</sup> - Detailed schedule included.

**Riverfront Attractions**  
**Detailed Schedule of Wages and Benefits**  
**For the Quarter Ended June 30, 2016**  
(unaudited)

	Current					Year to Date				
	Actual	Budget	\$ Favorable (Unfavorable)	% Fav (Unfav)	Prior Year	Actual	Budget	\$ Favorable (Unfavorable)	% Fav (Unfav)	Prior Year
<b>Personnel expense</b>										
Wages	\$ 302,002	\$ 238,587	\$ (63,415)	(26.6)	\$ 240,315	\$ 906,721	\$ 886,180	\$ (20,541)	(2.3)	\$ 760,947
<b>Company paid benefits</b>										
<b>Payroll related taxes and insurance</b>										
FICA	23,224	18,252	(4,972)	(27.2)	18,056	65,328	67,793	2,465	3.6	55,252
Unemployment insurance	1,671	2,017	346	17.2	1,999	4,814	12,761	7,947	62.3	6,052
Worker's compensation insurance	693	2,032	1,339	65.9	672	2,804	8,132	5,328	65.5	7,690
<b>Health and welfare</b>										
Medical	21,447	25,796	4,349	16.9	20,909	82,085	102,246	20,161	19.7	73,539
Dental	863	687	(176)	(25.6)	637	2,969	2,726	(243)	(8.9)	2,779
Other post employment benefits	115	10,958	10,843	99.0	12,107	4,593	44,000	39,407	89.6	44,303
Life insurance / AD&D	256	168	(88)	(52.4)	211	849	668	(181)	(27.1)	840
Short and long term disability	1,420	272	(1,148)	(422.1)	1,178	4,838	1,068	(3,770)	(353.0)	4,540
FMLA administration expense	466	78	(388)	(497.4)	447	1,707	310	(1,397)	(450.6)	1,984
EAP expense	53	49	(4)	(8.2)	46	180	196	16	8.2	185
<b>Retirement</b>										
Pension expense	19,599	13,940	(5,659)	(40.6)	34,535	81,607	55,275	(26,332)	(47.6)	91,903
401 K contributions	5,933	15,253	9,320	61.1	4,267	19,705	60,465	40,760	67.4	14,234
<b>Other</b>										
Uniform allowance	2,916	1,400	(1,516)	(108.3)	2,347	4,083	2,500	(1,583)	(63.3)	2,858
<b>Total company paid benefits</b>	<u>78,656</u>	<u>90,902</u>	<u>12,246</u>	<u>13.5</u>	<u>97,411</u>	<u>275,562</u>	<u>358,140</u>	<u>82,578</u>	<u>23.1</u>	<u>306,159</u>
<b>Total wages and benefits</b>	<u>\$ 380,658</u>	<u>\$ 329,489</u>	<u>\$ (51,169)</u>	<u>(15.5)</u>	<u>\$ 337,726</u>	<u>\$ 1,182,283</u>	<u>\$ 1,244,320</u>	<u>\$ 62,037</u>	<u>5.0</u>	<u>\$ 1,067,106</u>

**Riverfront Attractions**  
**Cash Receipts and Disbursements Schedule**  
**For the Quarter Ended June 30, 2016**  
(unaudited)

<u>Description</u>	<u>Total</u>	<u>Operating Fund</u>	<u>Change Fund</u>
<b>Balance at April 1, 2016</b>			
<b>Cash &amp; Investments</b>	\$ 33,422	\$ 27,522	\$ 5,900
<b>Add:</b>			
Revenue receipts	1,011,526	1,011,526	-
<b>Total cash receipts</b>	1,011,526	1,011,526	-
Interfund transfers	-	-	-
<b>Less:</b>			
Transfers to Metro	(80,003)	(80,003)	-
Transfers to Executive Services	(739,274)	(739,274)	-
Transfers to Internal Service Fund - Health	(131,172)	(131,172)	-
Cash disbursements	(1,236)	(1,236)	-
<b>Total cash disbursements</b>	(951,685)	(951,685)	-
<b>Balance at June 30, 2016</b>			
<b>Cash &amp; Investments</b>	<u>\$ 93,263</u>	<u>\$ 87,363</u>	<u>\$ 5,900</u>

**Riverfront Attractions**  
**Statement of Cash Flows**  
**For the Year Ended June 30, 2016**  
(unaudited)

<b>Cash flows from operating activities</b>		<b>Supplemental disclosure of cash flow information</b>	
Receipts from customers	\$ 2,362,263	<b>Noncash Activities:</b>	No Disclosures.
Payments to employees	(1,240,178)		
Payments to vendors	(1,055,036)		
Payments for self-insurance	(150,185)		
Receipts (payments) from inter-fund activity	214,157		
<b>Net cash provided by (used in) operating activities</b>	<u>131,021</u>		
<b>Cash flows from non capital financing activities</b>			
None noted.			
<b>Cash flows from capital and related financing activities</b>			
Acquisitions of capital assets	(62,331)		
<b>Cash flows from capital and related financing activities</b>	<u>(62,331)</u>		
<b>Cash flows from investing activities</b>			
None noted.			
<b>Net increase (decrease) in cash and cash equivalents</b>	68,690		
<b>Cash and cash equivalents, beginning of year</b>	<u>24,572</u>		
<b>Cash and cash equivalents, year to date</b>	<u>\$ 93,262</u>		

**Riverfront Attractions**  
**Capital Expenditures for Active Projects**  
For the Quarter Ended June 30, 2016  
(unaudited)

Description	Budget	Current	Year-To-Date	Life-To-Date	Balance
Riverboat Gangway	\$ 121,052	\$ -	\$ 1,010	\$ 106,768	\$ 14,284
Copy machine	5,000	-	5,767	5,767	(767)
<b>Total Riverfront Attractions</b>	<u>\$ 126,052</u>	<u>\$ -</u>	<u>\$ 6,777</u>	<u>\$ 112,535</u>	<u>\$ 13,517</u>





**REGIONAL  
FREIGHT  
DISTRICT**

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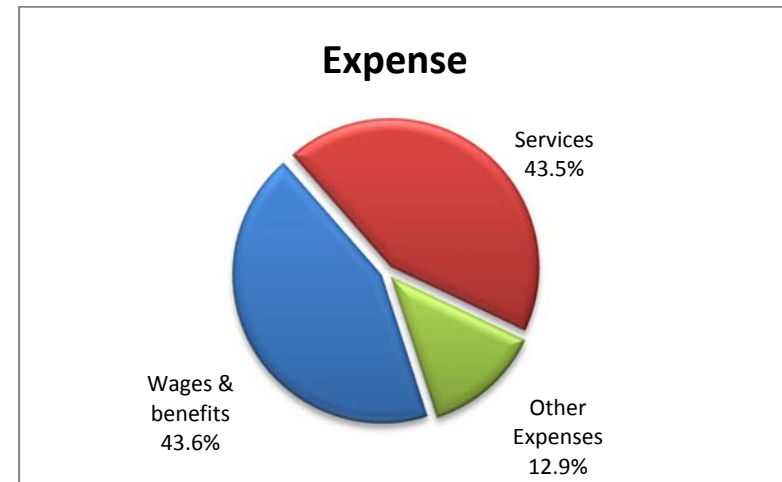
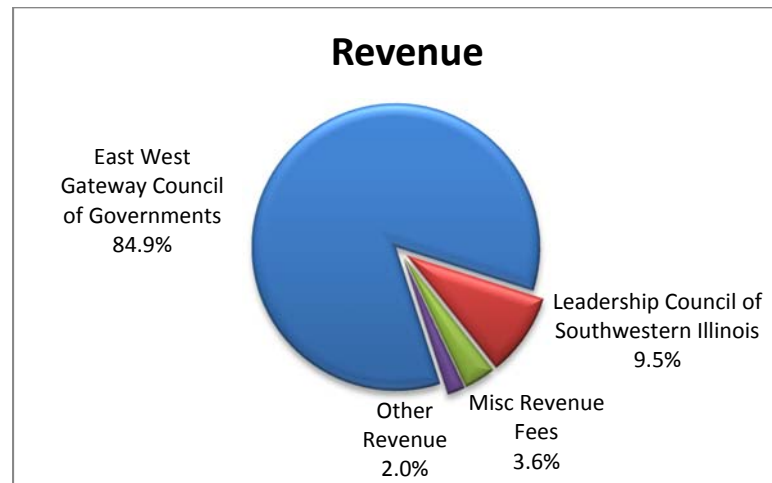
# St. Louis Regional Freightway

For the 12 Months Ended June 30, 2016

(Preliminary, subject to audit)

**Loss before depreciation** for the St. Louis Regional Freightway for the year ended June 30, 2016 was \$223,461. This is unfavorable to budget by \$377,734.

**Revenue** of \$265,011 is less than budget by \$184,989 or 41.1%. Partnership Revenue Fees are from the Leadership Council of Southwestern Illinois and the East-West Gateway Council of Governments.



**Total Operating Expense** is \$192,745 or 65.2% unfavorable to budget.

**Wages and benefits** are favorable to budget by \$36,670.

**Services** is \$172,377 unfavorable to budget due to higher consulting expenses.

**Other expenses** are unfavorable to budget by \$59,725 due to greater than budgeted travel and meeting expense and incurred non-budgeted advertising expense.

**St. Louis Regional Freightway**  
**Quarterly Statement of Net Position**  
**June 30, 2016**  
(unaudited)

	Current				Prior Year		
	Current Period	Prior Period	Dollar Change	Percent Change	Prior Year	Dollar Change	Percent Change
<b>Assets</b>							
Current assets							
Cash	\$ 6,036	\$ 40,000	\$ (33,964)	(84.9)	\$ -	\$ 6,036	n/a
Accounts and notes receivable	152,775	137,764	15,011	10.9	-	152,775	n/a
Total current assets	158,811	177,764	(18,953)	(10.7)	-	158,811	n/a
Total assets	158,811	177,764	(18,953)	(10.7)	-	158,811	n/a
<b>Total</b>	<u>\$ 158,811</u>	<u>\$ 177,764</u>	<u>\$ (18,953)</u>	<u>(10.7)</u>	<u>\$ -</u>	<u>\$ 158,811</u>	<u>n/a</u>

**St. Louis Regional Freightway**  
**Quarterly Statement of Net Position**  
**June 30, 2016**  
(unaudited)

	Current				Prior Year		
	Current Period	Prior Period	Dollar Change	Percent Change	Prior Year	Dollar Change	Percent Change
<b>Liabilities</b>							
Current liabilities							
Accounts payable	\$ 4,750	\$ -	\$ 4,750	n/a	\$ -	\$ 4,750	n/a
Interfund accounts payable	295,798	198,514	97,284	49.0	-	295,798	n/a
Accrued expenses	6,900	5,300	1,600	30.2	-	6,900	n/a
Other current liabilities	75,000	-	75,000	n/a	-	75,000	n/a
Total current liabilities	382,448	203,814	178,634	87.6	-	382,448	n/a
Non-current liabilities							
Other post-employment benefits	(176)	1,270	(1,446)	(113.9)	-	(176)	n/a
Total non-current liabilities	(176)	1,270	(1,446)	(113.9)	-	(176)	n/a
Total liabilities	382,272	205,084	177,188	86.4	-	382,272	n/a
<b>Net Position</b>							
Net income (loss)	(223,461)	(27,320)	(196,141)	(717.9)	-	(223,461)	n/a
Total net position	(223,461)	(27,320)	(196,141)	(717.9)	-	(223,461)	n/a
<b>Total</b>	\$ 158,811	\$ 177,764	\$ (18,953)	(10.7)	\$ -	\$ 158,811	n/a

**St. Louis Regional Freightway**  
**Statement of Revenues, Expenses and Income (Loss)**  
**For the Quarter Ended June 30, 2016**  
(unaudited)

	Current					Year to Date				
	Actual	Budget	\$ Favorable (Unfavorable)	% Fav (Unfav)	Prior Year	Actual	Budget	\$ Favorable (Unfavorable)	% Fav (Unfav)	Prior Year
<b>Revenue</b>										
Partnership fees	\$ (53,152)	\$ 112,500	\$ (165,652)	(147.2)	\$ -	\$ 259,611	\$ 450,000	\$ (190,389)	(42.3)	\$ -
Advertising, maint services, rental income	5,400	-	5,400	-	-	5,400	-	5,400	-	-
<b>Total revenue</b>	<u>(47,752)</u>	<u>112,500</u>	<u>(160,252)</u>	<u>(142.4)</u>	<u>-</u>	<u>265,011</u>	<u>450,000</u>	<u>(184,989)</u>	<u>(41.1)</u>	<u>-</u>
<b>Expense</b>										
Wages and benefits <sup>1</sup>	52,798	71,768	18,970	26.4	-	212,857	249,527	36,670	14.7	-
Services	66,771	10,000	(56,771)	(567.7)	-	212,377	40,000	(172,377)	(430.9)	-
Materials and supplies	-	375	375	100.0	-	13	1,500	1,487	99.1	-
Utilities	-	300	300	100.0	-	-	1,200	1,200	100.0	-
Other expenses	28,820	875	(27,945)	(3,193.7)	-	63,225	3,500	(59,725)	(1,706.4)	-
<b>Total expense</b>	<u>148,389</u>	<u>83,318</u>	<u>(65,071)</u>	<u>(78.1)</u>	<u>-</u>	<u>488,472</u>	<u>295,727</u>	<u>(192,745)</u>	<u>(65.2)</u>	<u>-</u>
<b>Net income (loss)</b>	<u>\$ (196,141)</u>	<u>\$ 29,182</u>	<u>\$ (225,323)</u>	<u>(772.1)</u>	<u>\$ -</u>	<u>\$ (223,461)</u>	<u>\$ 154,273</u>	<u>\$ (377,734)</u>	<u>(244.8)</u>	<u>\$ -</u>

<sup>1</sup> - Detailed schedule included.

**St. Louis Regional Freightway  
Detailed Schedule of Wages and Benefits  
For the Quarter Ended June 30, 2016**

(unaudited)

	Current					Year to Date				
	Actual	Budget	\$ Favorable (Unfavorable)	% Fav (Unfav)	Prior Year	Actual	Budget	\$ Favorable (Unfavorable)	% Fav (Unfav)	Prior Year
<b>Personnel expense</b>										
Wages	\$ 43,388	\$ 57,753	\$ 14,365	24.9	\$ -	\$ 174,603	\$ 195,354	\$ 20,751	10.6	\$ -
<b>Company paid benefits</b>										
<b>Payroll related taxes and insurance</b>										
FICA	3,104	4,418	1,314	29.7	-	12,294	14,945	2,651	17.7	-
Unemployment insurance	-	-	-	-	-	372	840	468	55.7	-
Worker's compensation insurance	-	146	146	100.0	-	-	586	586	100.0	-
<b>Health and welfare</b>										
Medical	3,854	4,335	481	11.1	-	15,441	17,336	1,895	10.9	-
Dental	105	116	11	9.5	-	374	462	88	19.0	-
Other post employment benefits	18	-	(18)	-	-	1,288	-	(1,288)	-	-
Life insurance / AD&D	52	28	(24)	(85.7)	-	184	113	(71)	(62.8)	-
Short and long term disability	277	45	(232)	(515.6)	-	751	181	(570)	(314.9)	-
FMLA administration expense	8	13	5	38.5	-	27	53	26	49.1	-
EAP expense	5	8	3	37.5	-	17	33	16	48.5	-
<b>Retirement</b>										
Pension expense	210	2,343	2,133	91.0	-	1,211	9,372	8,161	87.1	-
401 K contributions	1,777	2,563	786	30.7	-	6,295	10,252	3,957	38.6	-
<b>Total company paid benefits</b>	<u>9,410</u>	<u>14,015</u>	<u>4,605</u>	<u>32.9</u>	<u>-</u>	<u>38,254</u>	<u>54,173</u>	<u>15,919</u>	<u>29.4</u>	<u>-</u>
<b>Total wages and benefits</b>	<u>\$ 52,798</u>	<u>\$ 71,768</u>	<u>\$ 18,970</u>	<u>26.4</u>	<u>\$ -</u>	<u>\$ 212,857</u>	<u>\$ 249,527</u>	<u>\$ 36,670</u>	<u>14.7</u>	<u>\$ -</u>

**St. Louis Regional Freightway**  
**Cash Receipts and Disbursements Schedule**  
**For the Quarter Ended June 30, 2016**  
(unaudited)

<u>Description</u>	<u>Total</u>	<u>Operating Fund</u>
<b>Balance at April 1, 2016</b>		
<b>Cash &amp; Investments</b>	\$ 40,000	\$ 40,000
<b>Add:</b>		
Revenue receipts	<u>7,736</u>	<u>7,736</u>
<b>Total cash receipts</b>	7,736	7,736
Interfund transfers	-	-
<b>Less:</b>		
Cash disbursements	<u>(41,700)</u>	<u>(41,700)</u>
<b>Total cash disbursements</b>	(41,700)	(41,700)
<b>Balance at June 30, 2016</b>		
<b>Cash &amp; Investments</b>	<u>\$ 6,036</u>	<u>\$ 6,036</u>

**St. Louis Regional Freight District**  
**Statement of Cash Flows**  
**For the Year Ended June 30, 2016**  
(unaudited)

<b>Cash flows from operating activities</b>		<b>Supplemental disclosure of cash flow information</b>	
Receipts from customers	\$ 112,236	<b>Noncash Activities:</b>	No disclosures.
Payments to employees	(206,133)		
Payments to vendors	(195,865)		
Receipts (payments) from inter-fund activity	<u>295,798</u>		
<b>Net cash provided by (used in) operating activities</b>	<u>6,036</u>		
<b>Cash flows from non capital financing activities</b>			
None noted.			
<b>Cash flows from capital and related financing activities</b>			
None noted.			
<b>Cash flows from investing activities</b>			
None noted.			
<b>Net increase (decrease) in cash and cash equivalents</b>	6,036		
<b>Cash and cash equivalents, beginning of year</b>	<u>-</u>		
<b>Cash and cash equivalents, year to date</b>	<u>\$ 6,036</u>		





BI-STATE DEVELOPMENT  
RESEARCH  
INSTITUTE

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# Bi-State Development Research Institute

**For the 12 Months Ended June 30, 2016**  
(Preliminary, subject to audit)

The Bi-State Development Research Institute is a 501(c)(3) non-profit. BSD Research Institute was developed to focus on three primary goals:

- Focus on real estate acquisition and conveyance in support of Transit-Oriented Development ("TOD") and regional economic development; and
- Plan, study and evaluate regional land use, public policy, economic and community development and infrastructure investment, including, but not limited to transit activities; and
- Insure that the Institute is self-sustaining and able to fiscally support itself; that is serve as a conduit for charitable donations supporting Institute goals and specific community support, such as providing transit tickets for deserving youth and as a fund raising conduit for events.

**Income before depreciation** for the year ended June 30, 2016 is \$39,409.

**Revenue** of \$39,805 is greater than budget by \$34,805, resulting from the receipt of a grant award.

**Expense** is \$4,604 favorable to budget and is primarily banking fees.

**Bi-State Development Research Institute**  
**Quarterly Statement of Net Position**  
**June 30, 2016**  
(unaudited)

	Current				Prior Year		
	Current Period	Prior Period	Dollar Change	Percent Change	Prior Year	Dollar Change	Percent Change
<b>Assets</b>							
Current assets							
Cash	\$ 39,127	\$ 39,195	\$ (68)	(0.2)	\$ 4,718	\$ 34,409	729.3
Total current assets	39,127	39,195	(68)	(0.2)	4,718	34,409	729.3
Total assets	39,127	39,195	(68)	(0.2)	4,718	34,409	729.3
<b>Total</b>	<u>\$ 39,127</u>	<u>\$ 39,195</u>	<u>\$ (68)</u>	(0.2)	<u>\$ 4,718</u>	<u>\$ 34,409</u>	729.3

**Bi-State Development Research Institute**  
**Quarterly Statement of Net Position**  
**June 30, 2016**  
(unaudited)

	Current				Prior Year		
	Current Period	Prior Period	Dollar Change	Percent Change	Prior Year	Dollar Change	Percent Change
<b>Liabilities</b>							
Current liabilities							
Accounts payable	\$ -	\$ -	\$ -	n/a	\$ 5,000	\$ (5,000)	(100.0)
Total current liabilities	-	-	-	n/a	5,000	(5,000)	(100.0)
Total liabilities	-	-	-	n/a	5,000	(5,000)	(100.0)
<b>Net Position</b>							
Net position - unrestricted	(282)	(282)	-	-	-	(282)	n/a
Net income (loss)	39,409	39,477	(68)	(0.2)	(282)	39,691	n/a
Total net position	39,127	39,195	(68)	(0.2)	(282)	39,409	n/a
<b>Total</b>	<u>\$ 39,127</u>	<u>\$ 39,195</u>	<u>\$ (68)</u>	<u>(0.2)</u>	<u>\$ 4,718</u>	<u>\$ 34,409</u>	<u>729.3</u>

**Bi-State Development Research Institute**  
**Statement of Revenues, Expenses and Income (Loss)**  
**For the Quarter Ended June 30, 2016**  
(unaudited)

	Current					Year to Date				
	Actual	Budget	\$ Favorable (Unfavorable)	% Fav (Unfav)	Prior Year	Actual	Budget	\$ Favorable (Unfavorable)	% Fav (Unfav)	Prior Year
<b>Revenue</b>										
Not for Profit Revenue	\$ -	\$ 1,250	\$ (1,250)	(100.0)	\$ -	\$ 39,805	\$ 5,000	\$ 34,805	696.1	\$ 900
<b>Total revenue</b>	-	1,250	(1,250)	(100.0)	-	39,805	5,000	34,805	696.1	900
<b>Expense</b>										
Services	68	1,250	1,182	94.6	74	296	5,000	4,704	94.1	260
Other expenses	-	-	-	-	-	100	-	(100)	-	850
<b>Total expense</b>	68	1,250	1,182	94.6	74	396	5,000	4,604	92.1	1,182
<b>Income (loss) before depreciation</b>	(68)	-	(68)	-	(74)	39,409	-	39,409	-	(282)
<b>Net income (loss)</b>	\$ (68)	\$ -	\$ (68)	-	\$ (74)	\$ 39,409	\$ -	\$ 39,409	-	\$ (282)

<sup>1</sup> - Detailed schedule included.

**Bi-State Development Research Institute**  
**Cash Receipts and Disbursements Schedule**  
**For the Quarter Ended June 30, 2016**  
(unaudited)

<u>Description</u>	<u>Total</u>	<u>Operating Fund</u>
<b>Balance at April 1, 2016</b>		
<b>Cash &amp; Investments</b>	\$ 39,195	\$ 39,195
<b>Add:</b>		
Receipts	-	-
<b>Total cash receipts</b>	-	-
Interfund transfers	-	-
<b>Less:</b>		
Cash disbursements	(68)	(68)
<b>Total cash disbursements</b>	(68)	(68)
<b>Balance at June 30, 2016</b>		
<b>Cash &amp; Investments</b>	<u>\$ 39,127</u>	<u>\$ 39,127</u>

**Bi-State Development Research Institute**  
**Statement of Cash Flows**  
**For the Year Ended June 30, 2016**  
(unaudited)

<b>Cash flows from operating activities</b>		<b>Supplemental disclosure of cash flow information</b>	
Receipts from customers	\$ 39,805	<b>Noncash Activities:</b>	No disclosures.
Payments to vendors	(5,396)		
<b>Net cash provided by (used in) operating activities</b>	<u>34,409</u>		
<b>Cash flows from non capital financing activities</b>			
None noted.			
<b>Cash flows from capital and related financing activities</b>			
None noted.			
<b>Cash flows from investing activities</b>			
None noted.			
<b>Net increase (decrease) in cash and cash equivalents</b>	34,409		
<b>Cash and cash equivalents, beginning of year</b>	<u>4,718</u>		
<b>Cash and cash equivalents, year to date</b>	<u>\$ 39,127</u>		



Arts in Transit

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# Arts In Transit, Inc.

**For the 12 Months Ended June 30, 2016  
(Preliminary, subject to audit)**

Arts In Transit, Inc. is a non-profit 501(c)(3). Its primary role is to establish and coordinate a collaboration of artists to design and build standalone artwork, which is integrated into the transit system.

**Income before depreciation** for Arts In Transit, Inc. for the year ended June 30, 2016 was \$20,313.

**Total revenue** of \$26,888 includes the annual contribution of \$26,500 from the Regional Arts Commission and sales of MetroScapes posters. MetroScapes are original works of art created by ten St. Louis artists and showcases local art at Metro transit locations. The posters were reproduced in large-scale and featured at more than 200 MetroBus shelters in the St. Louis region.

**Service expenses** were \$6,575 and includes expenses for an art bus painting project and bank service charges.

**Arts In Transit, Inc.**  
**Quarterly Statement of Net Position**  
**June 30, 2016**  
(unaudited)

	Current				Prior Year		
	Current Period	Prior Period	Dollar Change	Percent Change	Prior Year	Dollar Change	Percent Change
<b>Assets</b>							
Current assets							
Cash	\$ 22,574	\$ 25,771	\$ (3,197)	(12.4)	\$ 8,846	\$ 13,728	155.2
Accounts and notes receivable	4,000	-	4,000	n/a	4,000	-	-
Total current assets	26,574	25,771	803	3.1	12,846	13,728	106.9
Total assets	26,574	25,771	803	3.1	12,846	13,728	106.9
<b>Total</b>	<u>\$ 26,574</u>	<u>\$ 25,771</u>	<u>\$ 803</u>	3.1	<u>\$ 12,846</u>	<u>\$ 13,728</u>	106.9

**Arts In Transit, Inc.**  
**Quarterly Statement of Net Position**  
**June 30, 2016**  
(unaudited)

	Current				Prior Year		
	Current Period	Prior Period	Dollar Change	Percent Change	Prior Year	Dollar Change	Percent Change
<b>Liabilities</b>							
Current liabilities							
Accounts payable	\$ -	\$ -	\$ -	n/a	\$ 4,195	\$ (4,195)	(100.0)
Interfund accounts payable	-	-	-	n/a	6,390	(6,390)	(100.0)
Other current liabilities	4,000	-	4,000	n/a	-	4,000	n/a
Total current liabilities	4,000	-	4,000	n/a	10,585	(6,585)	(62.2)
Total liabilities	4,000	-	4,000	n/a	10,585	(6,585)	(62.2)
<b>Net Position</b>							
Net position - unrestricted	2,261	2,261	-	-	-	2,261	n/a
Net income (loss)	20,313	23,510	(3,197)	(13.6)	2,261	18,052	798.4
Total net position	22,574	25,771	(3,197)	(12.4)	2,261	20,313	898.4
<b>Total</b>	<u>\$ 26,574</u>	<u>\$ 25,771</u>	<u>\$ 803</u>	3.1	<u>\$ 12,846</u>	<u>\$ 13,728</u>	106.9

**Arts In Transit, Inc.**  
**Statement of Revenues, Expenses and Income (Loss)**  
**For the Quarter Ended June 30, 2016**  
(unaudited)

	Current					Year to Date				
	Actual	Budget	\$ Favorable (Unfavorable)	% Fav (Unfav)	Prior Year	Actual	Budget	\$ Favorable (Unfavorable)	% Fav (Unfav)	Prior Year
<b>Revenue</b>										
Not for Profit Revenue	\$ -	\$ -	\$ -	-	\$ 12,425	\$ 26,888	\$ -	\$ 26,888	-	\$ 12,925
<b>Total revenue</b>	-	-	-	-	12,425	26,888	-	26,888	-	12,925
<b>Expense</b>										
Services	3,197	-	(3,197)	-	10,606	6,575	-	(6,575)	-	10,646
<b>Total expense</b>	3,197	-	(3,197)	-	10,606	6,575	-	(6,575)	-	10,664
<b>Income (loss) before depreciation</b>	(3,197)	-	(3,197)	-	1,819	20,313	-	20,313	-	2,261
<b>Net income (loss)</b>	<u>\$ (3,197)</u>	<u>\$ -</u>	<u>\$ (3,197)</u>	-	<u>\$ 1,819</u>	<u>\$ 20,313</u>	<u>\$ -</u>	<u>\$ 20,313</u>	-	<u>\$ 2,261</u>

**Arts in Transit, Inc.**  
**Cash Receipts and Disbursements Schedule**  
**For the Quarter Ended June 30, 2016**  
(unaudited)

<u>Description</u>	<u>Total</u>	<u>Operating Fund</u>
<b>Balance at April 1, 2016</b>		
<b>Cash &amp; Investments</b>	\$ 25,771	\$ 25,771
<b>Add:</b>		
Receipts	-	-
<b>Total cash receipts</b>	-	-
Interfund transfers	-	-
<b>Less:</b>		
Cash disbursements	(3,197)	(3,197)
<b>Total cash disbursements</b>	(3,197)	(3,197)
<b>Balance at June 30, 2016</b>		
<b>Cash &amp; Investments</b>	<u>\$ 22,574</u>	<u>\$ 22,574</u>

**Art In Transit, Inc.**  
**Statement of Cash Flows**  
**For the Year Ended June 30, 2016**  
(unaudited)

<b>Cash flows from operating activities</b>		<b>Supplemental disclosure of cash flow information</b>	
Receipts from customers	\$ 26,888	<b>Noncash Activities:</b>	No disclosures.
Payments to vendors	(6,770)		
Receipts (payments) from inter-fund activity	<u>(6,390)</u>		
<b>Net cash provided by (used in) operating activities</b>	<u>13,728</u>		
<b>Cash flows from non capital financing activities</b>			
None noted.			
<b>Cash flows from capital and related financing activities</b>			
None noted.			
<b>Cash flows from investing activities</b>			
None noted.			
<b>Net increase (decrease) in cash and cash equivalents</b>	13,728		
<b>Cash and cash equivalents, beginning of year</b>	<u>8,846</u>		
<b>Cash and cash equivalents, year to date</b>	<u>\$ 22,574</u>		



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# Health Self-Insurance Internal Service Fund

**For the 12 Months Ended June 30, 2016**

**(Preliminary, subject to audit)**

Health and welfare benefits are a major expense for Bi-State Development (BSD). BSD has elected to establish an Internal Service Fund for this major expense category. An Internal Service Fund (ISF) is a proprietary fund used to account for goods or services provided by one department or agency to another department or agency on a cost-reimbursement basis.

The Health and Welfare Internal Service Fund will provide Management and the Board of Commissioners with greater visibility and enhanced financial reporting for Bi-State Development's \$30 million self-funded health and welfare insurance activities. The implementation of the ISF enhances the governance and oversight of the Agency's annual contribution and will provide a means to clearly see the true cost of the health insurance benefit covering the Agency's employees and retirees.

The ISF will be directly responsible for functions which were previously in different divisions of BSD. This will improve coordination and effort. The Vice President in charge of the ISF will be responsible for the Benefits Department and the Wellness Department.

Revenue for the ISF is generated from other BSD operational units for services provided and from participant contributions. Expense includes staff compensation and other general operating expenses to operate the fund and claims paid expense.

**Loss before depreciation** for the Internal Service Fund for the 12 months ended June 30, 2016 was \$57,553.

**Revenue** of \$30.0 million is \$1.4 million less than budget and includes \$23.1 million in employer contributions and \$6.9 million in employee/participant contributions.

**Expense** of \$30.0 million is 4.3% favorable to budget.

General operating expenses include wages and benefits, services, material and supplies, utilities and other are \$1.1 million compared to a budget of \$1.5 million.

Medical and dental claims paid are \$20.5 million compared to a budget of \$23.2 million. Prescription claims paid are \$6.5 million. Fees and other administrative expenses accounted for \$1.9 million of expense.



**Health Self Insurance - Internal Service Fund**  
**Quarterly Statement of Net Position**  
**June 30, 2016**  
(unaudited)

	<u>Current Period</u>	<u>Prior Year</u>
<b>Assets</b>		
Current assets		
Cash and Cash Equivalents	\$ 5,247,324	\$ -
Accounts and notes receivable	18,405	-
Interfund accounts receivable	<u>1,158,751</u>	<u>-</u>
Total current assets	<u>6,424,480</u>	<u>-</u>
Total assets	<u>6,424,480</u>	<u>-</u>
<b>Total</b>	<u><u>\$ 6,424,480</u></u>	<u><u>\$ -</u></u>

**Health Self Insurance - Internal Service Fund**  
**Quarterly Statement of Net Position**  
**June 30, 2016**  
(unaudited)

	<u>Current Period</u>	<u>Prior Year</u>
<b>Liabilities</b>		
Current liabilities		
Interfund accounts payable	\$ 4,181,521	\$ -
Accrued expenses	44,600	-
Total current liabilities	<u>4,226,121</u>	<u>-</u>
Current liab payable from restricted assets		
Medical self-insurance liability	<u>2,255,254</u>	<u>-</u>
Total current liabilities payable		
from restricted assets	<u>2,255,254</u>	<u>-</u>
Total current liabilities	<u>6,481,375</u>	<u>-</u>
Non-current liabilities		
Other post-employment benefits	<u>658</u>	<u>-</u>
Total non-current liabilities	<u>658</u>	<u>-</u>
Total liabilities	<u>6,482,033</u>	<u>-</u>
<b>Net Position</b>		
Net income (loss)	<u>(57,553)</u>	<u>-</u>
Total net position	<u>(57,553)</u>	<u>-</u>
<b>Total</b>	<u>\$ 6,424,480</u>	<u>\$ -</u>

**Health Self Insurance - Internal Service Fund**  
**Statement of Revenues, Expenses and Income (Loss)**  
**For the Quarter Ended June 30, 2016**  
(unaudited)

	<u>Current</u>	<u>Year to Date</u>
<b>Revenue</b>		
Employee medical contributions	\$ 1,522,486	\$ 6,451,807
Employee dental contributions	120,667	467,821
Employee gym membership	1,710	5,216
Bi-State Dev medical contributions	3,567,799	22,612,590
Bi-State Dev dental contributions	149,979	586,982
Bi-State Dev EAP contributions	9,349	37,682
Healthy Savings Plan	(54,409)	(199,710)
<b>Total revenue</b>	<u>5,317,581</u>	<u>29,962,388</u>
<b>Expense</b>		
Wages and benefits	194,118	852,725
Services	65,452	170,327
Materials and supplies	6,725	11,964
Utilities	1,353	3,660
Other expenses	15,905	28,502
Medical claims paid	5,397,091	22,073,464
Contra medical	(674,501)	(2,449,807)
Dental claims paid	230,901	890,935
Medical TPA fees	235,148	1,130,955
Prescription (RX) claims/admin fees	1,268,065	6,552,171
Medical stop loss	77,857	327,631
Other administrative and third party fees	48,279	427,414
<b>Total expense</b>	<u>6,866,393</u>	<u>30,019,941</u>
<b>Income (loss) before depreciation</b>	<u>(1,548,812)</u>	<u>(57,553)</u>
<b>Net income (loss)</b>	<u>\$ (1,548,812)</u>	<u>\$ (57,553)</u>

<sup>1</sup> - Detailed schedule included.

**Health Self Insurance - Internal Service Fund**  
**Detailed Schedule of Wages and Benefits**  
**For the Quarter Ended June 30, 2016**  
(unaudited)

	<u>Current</u>	<u>Year to Date</u>
	<u>Actual</u>	<u>Actual</u>
<b>Personnel expense</b>		
Wages	\$ 150,166	\$ 665,944
<b>Company paid benefits</b>		
<b>Payroll related taxes and insurance</b>		
FICA	11,448	45,018
Unemployment insurance	251	1,960
Worker's compensation insurance	-	-
<b>Health and welfare</b>		
Medical	12,918	54,637
Dental	618	2,265
Other post employment benefits	265	3,965
Life Insurance / AD&D	226	773
Short and Long Term Disability	1,268	4,489
FMLA administration expense	64	220
EAP expense	39	136
<b>Retirement</b>		
Pension expense	9,255	48,738
401 K contributions	7,600	24,580
<b>Total company paid benefits</b>	43,952	186,781
<b>Total wages and benefits</b>	<u>\$ 194,118</u>	<u>\$ 852,725</u>

**Health Self-Insurance Internal Service Fund**  
**Cash Receipts and Disbursements Schedule**  
**For the Quarter Ended June 30, 2016**  
**(unaudited)**

<u>Description</u>	<u>Total</u>	<u>Health and Welfare</u>	<u>Medical HRA</u>	<u>Medical Self Insurance</u>	<u>Medical RRA</u>
<b>Balance at April 1, 2016</b>					
<b>Cash &amp; investments</b>	\$ 3,628,814	\$ 3,587,612	\$ 50,370	\$ (24,597)	\$ 15,429
<b>Add:</b>					
Receipts	13,716,607	8,190,004	215,554	5,254,785	56,264
<b>Total cash receipts</b>	13,716,607	8,190,004	215,554	5,254,785	56,264
<b>Less:</b>					
Cash disbursements	(12,098,097)	(6,679,310)	(215,429)	(5,147,094)	(56,264)
<b>Total cash disbursements</b>	(12,098,097)	(6,679,310)	(215,429)	(5,147,094)	(56,264)
<b>Balance at June 30, 2016</b>					
<b>Cash &amp; investments</b>	<u>\$ 5,247,324</u>	<u>\$ 5,098,306</u>	<u>\$ 50,495</u>	<u>\$ 83,094</u>	<u>\$ 15,429</u>

**Health Self-Insurance Internal Service Fund**  
**Statement of Cash Flows**  
**For the Year Ended June 30, 2016**  
**(unaudited)**

<b>Cash flows from operating activities</b>		<b>Supplemental disclosure of cash flow information</b>
Receipts from customers	\$ (18,406)	<b>Noncash Activities:</b>
Payments to employees	(807,467)	
Payments to vendors	(214,453)	
Payments for self-insurance	(26,697,510)	
Receipts (payments) from inter-fund activity	32,985,159	
<b>Net cash provided by (used in) operating activities</b>	<u>5,247,323</u>	
<b>Cash flows from non capital financing activities</b>		
None noted.		
<b>Net cash provided by (used in) non capital financing activities</b>	<u>-</u>	
<b>Cash flows from capital and related financing activities</b>		
None noted.		
<b>Cash flows from capital and related financing activities</b>	<u>-</u>	
<b>Cash flows from investing activities</b>		
None noted.		
<b>Net cash provided by (used in) investing activities</b>	<u>-</u>	
<b>Net increase (decrease) in cash and cash equivalents</b>	5,247,323	
<b>Cash and cash equivalents, beginning of year</b>	<u>-</u>	
<b>Cash and cash equivalents, year to date</b>	<u>\$ 5,247,323</u>	



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**BI-STATE DEVELOPMENT  
STAFFING LEVEL REPORT  
June 2016**

	EMPLOYEES AT END OF MONTH				BUDGETED POSITIONS	VARIANCE	PERCENT VARIANCE
	PRIOR MONTH	ADDED	DELETED	CURRENT MONTH			
A.T.U. Maintenance & Operations:							
Light Rail Vehicle Operators	110	-	(7)	103	102	1	1.0%
PT Bus Operators	87	11	(5)	93	86	7	8.1%
Bus Operators	836	4	(4)	836	798	38	4.8%
Van Operators	216	-	(4)	212	200	12	6.0%
Vehicle Maintenance	273	2	-	275	286	(11)	-3.8%
MetroBus Support Services and Facility Maintenance	22	-	(1)	21	24	(3)	-12.5%
Maintenance of Way	51	-	-	51	53	(2)	-3.8%
Revenue	12	1	-	13	13	-	0.0%
Materials Management	27	-	-	27	27	-	0.0%
<b>SUBTOTAL A.T.U. Maintenance &amp; Operations</b>	<b>1,634</b>	<b>18</b>	<b>(21)</b>	<b>1,631</b>	<b>1,589</b>	<b>42</b>	<b>2.6%</b>
Other:							
A.T.U. Clerical Unit	49	2	-	51	52	(1)	-1.9%
I.B.E.W.	64	-	-	64	66	(2)	-3.0%
Salaried	464	9	(6)	467	498	(31)	-6.2%
<b>SUBTOTAL Other</b>	<b>577</b>	<b>11</b>	<b>(6)</b>	<b>582</b>	<b>616</b>	<b>(34)</b>	<b>-5.5%</b>
<b>TOTAL</b>	<b>2,211</b>	<b>29</b>	<b>(27)</b>	<b>2,213</b>	<b>2,205</b>	<b>8</b>	<b>0.4%</b>
ARCH							
Salaried:	13	-	-	13	12	1	8.3%
Hourly:*	126	3	(19)	110	84	26	31.0%
<b>TOTAL ARCH</b>	<b>139</b>	<b>3</b>	<b>(19)</b>	<b>123</b>	<b>96</b>	<b>27</b>	<b>28.1%</b>
AIRPORT	12	-	-	12	11	1	9.1%
RIVERBOAT CRUISES							
Salaried:	12	-	-	12	12	-	0.0%
Hourly:*	55	6	(2)	59	49	10	20.4%
<b>TOTAL RIVERBOAT CRUISES</b>	<b>67</b>	<b>6</b>	<b>(2)</b>	<b>71</b>	<b>61</b>	<b>10</b>	<b>16.4%</b>
EXECUTIVE OFFICE	27	-	-	27	27	-	0.0%
<b>GRAND TOTAL</b>	<b>2,456</b>	<b>38</b>	<b>(48)</b>	<b>2,446</b>	<b>2,400</b>	<b>46</b>	<b>1.9%</b>

Does not include Security Officers, Interns or Temporary Employees  
 \*Includes PT and Seasonal - Actual depends on availability  
 7/12/2016





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# FISCAL YEAR 2016 PERFORMANCE INDICATORS

**Fourth Quarter**  
Ending June 30, 2016



BI-STATE  
DEVELOPMENT



Bi-State Development of the Missouri-Illinois Metropolitan District

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## EXECUTIVE SUMMARY

### METRO

#### **SERVICE CHANGES AND FARE INCREASES**

With the opening of the new North County Transit Center (NCTC) in March 2016, changes to MetroBus service routes were made that impacted nearly 50 bus routes. These changes were implemented to improve MetroBus on-time performance and connections to MetroLink. Service changes were made in April to coincide with the temporary closure of the Civic Center Transit Center with further service changes occurring in June to improve efficiencies. In FY 2015, Metro increased fares affecting the price of MetroLink base and reduced fares and weekly, monthly and university semester passes. The cost of the MetroLink base fare increased 25¢ to \$2.50; weekly passes increased \$1 to \$27; monthly passes increased \$6 to \$78 and the university semester pass increased \$25 to \$175. There was no fare increase in FY 2016.

#### **REVENUES AND EXPENSES**

Passenger revenue of \$48.9 million is 7.2% less than prior year as a result of lower ridership. Operating expenses are 4.1% greater than prior year and 9.1% below budget. Expenses are greater than prior year primarily due to higher wage and benefit costs, revenue equipment parts expense and self-insured casualty losses. The favorable variance to budget is related to wages and benefits, fuel, utilities and material and supplies' tickets and passes.

#### **RIDERSHIP AND OTHER CUSTOMER MEASURES**

Passenger boardings for FY 2016 decreased 5.6% when compared to the prior year. By mode, the decrease was MetroBus 5.9%, MetroLink 5.2% and Call-A-Ride 1.6%. Ridership on Metrobus and Metrolink was down due to lower fuel prices and employment shift away from Metro's core service area. System passenger injuries per 100,000 boardings is 1.6 compared to 1.4 last year.

#### **BUSINESS MEASURES**

The average fare for FY 2016 is \$1.08, compared to \$1.11 for the budget and \$1.10 for the prior year. Farebox recovery is lower than the prior year primarily due to lower passenger revenue. Operating expense per revenue hour increased 3.1% compared to the prior year, while remaining below budget. Operating expense per passenger boarding increased 10.2% to \$5.89, when compared to the prior year. The increase over prior year was due to higher operating expenses and lower ridership.

#### **OPERATING MEASURES**

In FY 2016, vehicle accidents per 100,000 vehicle miles is 1.5, which is below prior year by 0.1 and below budget by 0.4. Unscheduled absenteeism is 3.6%, against a prior year of 3.5%. Passenger boardings per revenue mile and revenue hour are below prior year due to lower ridership.



## **EXECUTIVE SUMMARY (Cont.)**

### **EXECUTIVE SERVICES**

Income before depreciation for Executive Services was greater than budget by \$303,444 primarily as a result of expenses being lower than budget. The lower than budgeted expenses are due to unfilled positions and lower spending on legal, auditing and consulting fees. Other expenses are favorable due to lower dues and subscriptions and travel, training and meetings expense.

### **GATEWAY ARCH**

Income before depreciation of \$2,399,823 is greater than budget due to returned funds from the National Park Service. Arch tram ridership was 8.0% unfavorable to budget and 14.5% unfavorable to prior year actual. Although ticket sales were lower compared to prior year due to the on-going CityArchRiver construction project, operating revenue was 2.5% greater as a result of pricing strategies.

### **ST. LOUIS DOWNTOWN AIRPORT**

Operating expenses grew at a higher rate than revenues causing a loss before depreciation for the airport of \$154,536 greater than budgeted. Revenue was favorable to budget by 2.5%. Airport activity varies because of the economy, special events and weather conditions. Aircraft movements increased 14.6% from last year while the gallons of fuel sold increased 6.3% and the average number of aircraft based at the airport increased 0.3% compared to last year.

### **RIVERFRONT ATTRACTIONS**

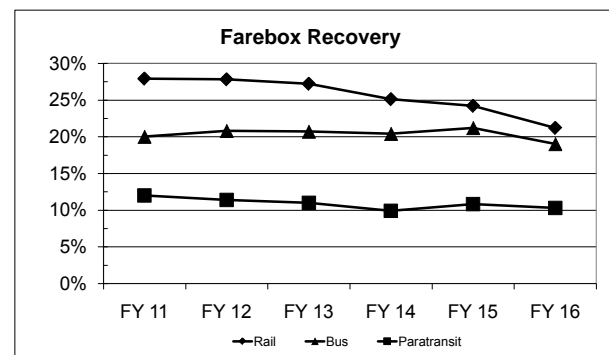
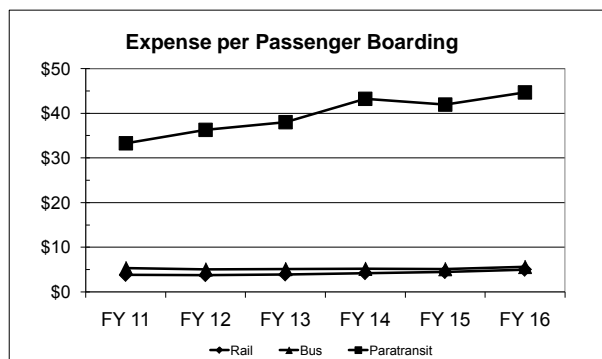
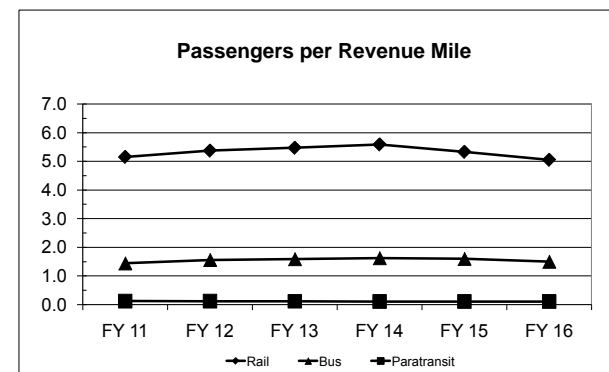
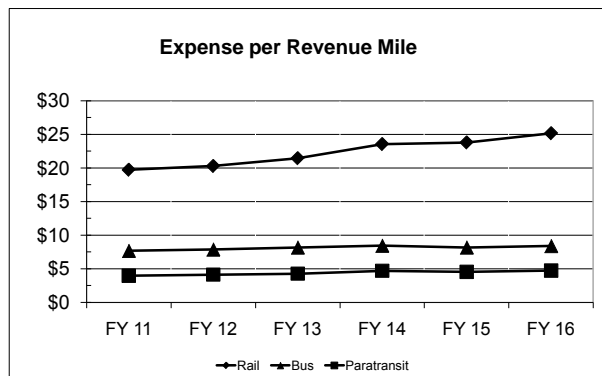
Riverboat passengers for the year ended June 30, 2016 were 15.7% lower than budget but 19.8% greater than FY 2015. There were 18.4% more cruises than FY 2015, but 127 less than budget due to 31 cruising days lost due to flooding. The lost cruising days occurred during our busy peak summer season. The fewer number of cruises resulted in expenses being under budget 8.4%.

### **ST. LOUIS REGIONAL FREIGHTWAY**

Loss before depreciation for the year ended June 30, 2016 was \$223,461. This is unfavorable to budget by \$377,734. Revenue is \$184,989 or 41.1% less than budget. Expenses are 65.2% greater than budget due to consulting, advertising, travel and meetings expense.

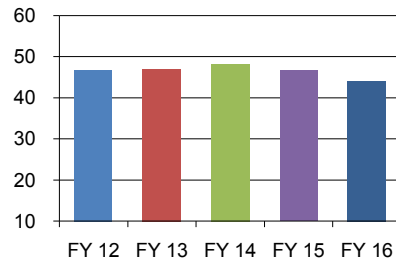


## ANNUAL TRANSIT PERFORMANCE

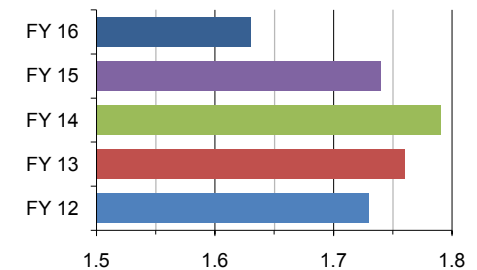


## Metro System Profile

Annual Ridership (in millions)



Annual Passengers per Revenue Mile



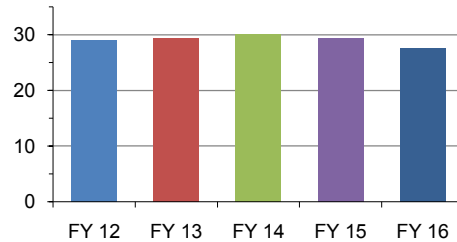
### Fiscal Year Ended June 30

Goal	FY 2016	FY 2015	Change		FY 2014	FY 2013	FY 2012
<b><u>Customer Measures</u></b>							
153,198	137,879	146,682	-6.0%	Average Weekday Ridership	151,630	149,907	137,314
48,679,022	44,046,960	46,653,939	-5.6%	Passenger Boardings	48,170,065	47,119,266	46,704,850
1.0	1.6	1.4	10.7%	Passenger Injuries per 100,000 Boardings	1.3	1.4	1.2
10.0	14.1	11.9	18.3%	Customer Complaints per 100,000 Boardings	10.6	14.0	14.7
<b><u>Business Measures</u></b>							
\$1.11	\$1.08	\$1.10	-1.8%	Average Fare (Includes Fixed & Special)	\$1.07	\$1.08	\$1.05
19.5%	18.3%	20.6%	-10.9%	Farebox Recovery	20.2%	21.0%	21.2%
\$155.94	\$142.72	\$138.46	3.1%	Operating Expense per Revenue Hour	\$141.51	\$134.07	\$127.98
\$5.87	\$5.89	\$5.35	10.2%	Operating Expense per Passenger Boarding	\$5.31	\$5.12	\$4.93
\$4.35	\$4.62	\$4.02	14.8%	Subsidy per Passenger Boarding	\$4.03	\$3.84	\$3.68
<b><u>Operating Measures</u></b>							
1.9	1.5	1.6	-6.4%	Vehicle Accidents per 100,000 Vehicle Miles	1.6	1.5	1.5
3.0%	3.6%	3.5%	2.9%	Unscheduled Absenteeism	3.2%	3.0%	3.4%
1.78	1.63	1.74	-5.9%	Passenger Boardings per Revenue Mile	1.79	1.76	1.73
26.58	24.22	25.90	-6.5%	Passenger Boardings per Revenue Hour	26.66	26.21	25.96

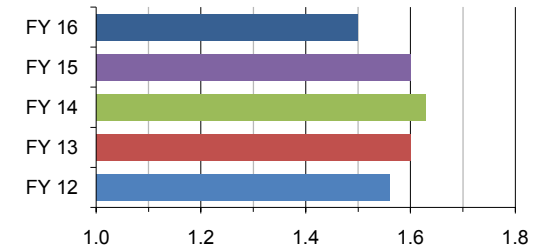


## MetroBus Profile

Annual Ridership (in millions)



Annual Passengers per Revenue Mile

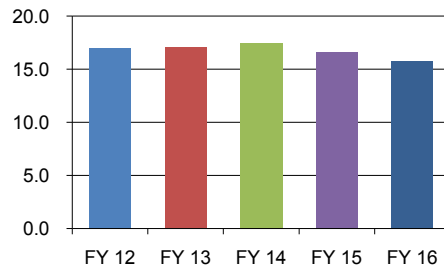


### Fiscal Year Ended June 30

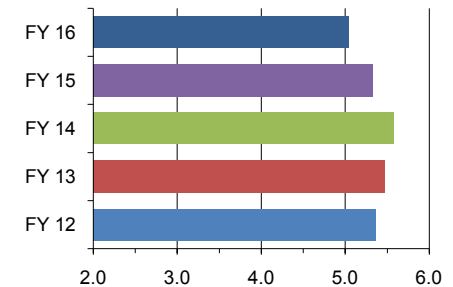
Goal	FY 2016	FY 2015	Change		FY 2014	FY 2013	FY 2012
<b><u>Customer Measures</u></b>							
97,516	87,213	93,284	-6.5%	Average Weekday Ridership	95,577	94,547	85,064
30,751,987	27,701,279	29,439,358	-5.9%	Passenger Boardings	30,123,181	29,473,585	29,120,554
1.2	2.1	1.9	10.9%	Passenger Injuries per 100,000 Boardings	1.7	1.8	1.6
15.0	12.2	13.2	-7.3%	Customer Complaints per 100,000 Boardings	11.4	15.6	16.2
<b><u>Business Measures</u></b>							
\$1.10	\$1.06	\$1.09	-2.0%	Average Fare (Fixed and Special)	\$1.06	\$1.07	\$1.04
19.0%	19.0%	21.2%	-10.5%	Farebox Recovery	20.4%	20.7%	20.8%
\$128.81	\$112.50	\$110.65	1.7%	Operating Expense per Revenue Hour	\$115.13	\$111.89	\$107.14
\$5.81	\$5.61	\$5.12	9.6%	Operating Expense per Passenger Boarding	\$5.21	\$5.14	\$5.00
<b><u>Operating Measures</u></b>							
2.30	2.14	2.24	-4.5%	Vehicle Accidents per 100,000 Vehicle Miles	2.23	2.09	1.84
91.0%	92.0%	92.0%	0.0%	On-Time Performance	91.5%	92.3%	91.4%
1.63	1.50	1.60	-6.3%	Passenger Boardings per Revenue Mile	1.63	1.60	1.56
22.18	20.04	21.59	-7.2%	Passenger Boardings per Revenue Hour	22.11	21.75	21.42
99.9%	99.8%	99.8%	0.0%	Percent of Trips Completed	99.8%	99.9%	99.9%
22,000	20,568	18,214	12.9%	Revenue Miles Between Roadcalls	19,967	21,239	20,464

## MetroLink Profile

Annual Ridership (in millions)



Annual Passengers per Revenue Mile

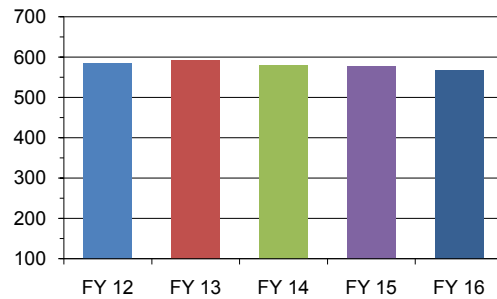


### Fiscal Year Ended June 30

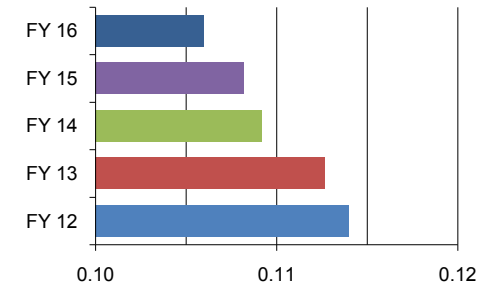
Goal	FY 2016	FY 2015	Change		FY 2014	FY 2013	FY 2012
<b><u>Customer Measures</u></b>							
53,693	48,752	51,442	-5.2%	Average Weekday Ridership	54,077	53,339	50,262
17,340,669	15,777,584	16,637,447	-5.2%	Passenger Boardings	17,466,322	17,054,484	17,000,005
0.6	0.4	0.5	-27.4%	Passenger Injuries per 100,000 Boardings	0.5	0.5	0.4
1.8	2.3	1.5	55.6%	Customer Complaints per 100,000 Boardings	1.4	1.5	1.1
<b><u>Business Measures</u></b>							
\$1.10	\$1.06	\$1.09	-2.0%	Average Fare (Fixed and Special)	\$1.06	\$1.07	\$1.04
23.7%	21.2%	24.2%	-12.4%	Farebox Recovery	25.1%	27.2%	27.8%
\$596.37	\$592.01	\$561.46	5.4%	Operating Expense per Revenue Hour	\$554.05	\$506.36	\$477.75
\$4.65	\$4.98	\$4.47	11.6%	Operating Expense per Passenger Boarding	\$4.22	\$3.92	\$3.74
<b><u>Operating Measures</u></b>							
0.10	0.05	0.08	-40.0%	Vehicle Accidents per 100,000 Vehicle Miles	0.06	0.00	0.05
98.0%	97.0%	97.3%	-0.3%	On-Time Performance	97.0%	97.5%	98.4%
5.43	5.05	5.33	-5.2%	Passenger Boardings per Revenue Mile	5.58	5.47	5.37
128.29	118.81	125.71	-5.5%	Passenger Boardings per Revenue Hour	131.40	129.05	127.88
30,000	32,723	36,535	-10.4%	Vehicle Miles between Failures	27,196	32,150	46,911

## Call-A-Ride Profile

Annual Ridership (in thousands)



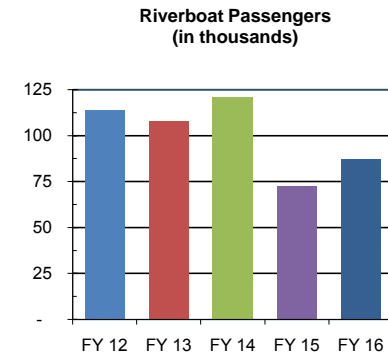
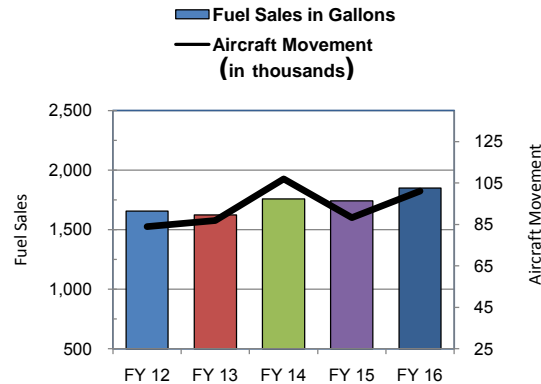
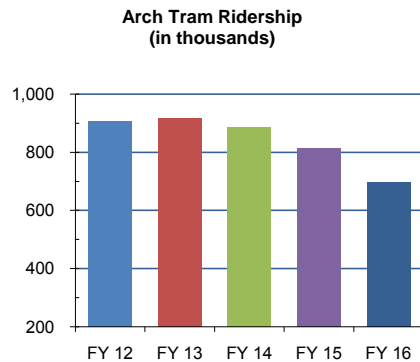
Annual Passengers per Revenue Mile



## Fiscal Year Ended June 30

Goal	FY 2016	FY 2015	Change		FY 2014	FY 2013	FY 2012
<b>Customer Measures</b>							
1,988	1,914	1,957	-2.2%	Average Weekday Ridership	1,976	2,021	1,988
586,366	568,097	577,134	-1.6%	Passenger Boardings	580,562	591,197	584,291
5.0	11.1	5.0	120.7%	Passenger Injuries per 100,000 Boardings	6.7	6.6	6.7
15.0	29.7	22.5	32.1%	Customer Complaints per 100,000 Boardings	18.1	14.4	12.8
<b>Business Measures</b>							
\$1.97	\$2.27	\$2.11	7.5%	Average Fare	\$1.96	\$1.86	\$1.69
9.9%	10.3%	10.8%	-4.9%	Farebox Recovery (excludes contractual)	9.9%	11.0%	11.4%
22.2%	18.3%	22.7%	-19.6%	Revenue Recovery (includes contractual)	22.7%	26.3%	29.4%
\$85.09	\$83.74	\$79.28	5.6%	Operating Expense per Revenue Hour	\$80.82	\$72.48	\$68.62
\$44.87	\$44.71	\$41.96	6.6%	Operating Expense per Passenger Boarding	\$43.37	\$38.11	\$35.95
<b>Operating Measures</b>							
1.50	0.79	0.99	-19.9%	Vehicle Accidents per 100,000 Vehicle Miles	0.76	1.22	1.84
95.0%	92.3%	94.3%	-2.1%	On-Time Performance	93.3%	94.0%	95.3%
0.11	0.11	0.11	-1.7%	Passenger Boardings per Revenue Mile	0.11	0.11	0.11
1.90	1.87	1.89	-1.1%	Passenger Boardings per Revenue Hour	1.86	1.90	1.91
50,000	38,451	31,383	22.5%	Revenue Miles between Maintenance Failure	47,459	44,090	51,271

## Bi-State Development Enterprises



### Fiscal Year Ended June 30

Goal	FY 2016	FY 2015	Change		FY 2014	FY 2013	FY 2012
<b>Gateway Arch</b>							
\$1,142,590	\$2,399,823	(\$6,017,961)	139.9%	Income (Loss) Before Depreciation	\$1,466,881	\$1,607,388	\$1,558,181
757,685	696,905	814,737	-14.5%	Tram Ridership	885,165	916,611	907,147
<b>Riverfront Attractions</b>							
\$10,512	\$112,980	(\$386,436)	129.2%	Income (Loss) Before Depreciation	\$33,330	(\$120,603)	\$95,484
103,910	87,588	73,091	19.8%	Passengers	120,723	108,122	113,731
917	790	667	18.4%	Cruises	932	1,000	1,114
252	239	202	18.3%	Days of Operation	248	245	263
<b>St. Louis Downtown Airport</b>							
(\$34,455)	(\$188,991)	\$144,526	-230.8%	Income (Loss) Before Depreciation	\$247,851	\$879,085	\$192,768
1,773,630	1,849,645	1,742,032	6.2%	Fuel Sales (gallons)	1,757,640	1,622,881	1,655,296
90,000	101,227	88,345	14.6%	Aircraft Movements	106,996	87,091	84,040
320	326	325	0.3%	Average Based Aircraft	321	322	328
<b>Executive Services</b>							
\$17,128	\$320,572	\$1,075,644	-70.2%	Income (Loss) Before Depreciation	\$586,829	\$1,220,499	\$294,438
<b>St. Louis Regional Freightway</b>							
\$154,273	(\$223,461)	n/a	n/a	Income (Loss) Before Depreciation	n/a	n/a	n/a

## Peer Performance - System

CHARACTERISTICS AND PERFORMANCE MEASURES		ST. LOUIS	BUFFALO	CLEVELAND	DALLAS	DENVER	MINNEAPOLIS	PITTSBURGH	PORTLAND	SACRAMENTO	SAN DIEGO	SAN JOSE	AVERAGE
Population of service area (in millions)	FY 14	1.54	1.18	1.41	2.33	2.88	1.84	1.42	1.54	1.04	2.22	1.88	1.75
	FY 13	1.54	1.18	1.41	2.44	3.16	1.84	1.42	1.49	0.97	2.22	1.88	1.78
	FY 12	1.54	1.18	1.41	2.42	2.62	1.81	1.42	1.49	0.97	1.96	1.88	1.70
Passenger Boardings (in millions)	FY 14	48.1	26.4	49.2	70.9	104.3	84.5	63.7	99.5	26.4	91.9	44.5	64.5
	FY 13	47.1	29.8	49.2	71.3	101.4	81.4	63.6	99.3	27.3	82.1	44.2	63.3
	FY 12	46.7	30.8	48.2	70.5	98.5	81.1	65.9	103.2	26.3	85.2	43.4	63.6
Average Weekday Passenger Boardings	FY 14	151,998	89,281	157,573	237,392	341,480	273,036	214,295	317,091	91,145	292,946	145,060	210,118
	FY 13	149,797	102,859	134,644	239,166	333,857	266,688	215,288	316,247	94,545	261,202	144,379	205,334
	FY 12	148,190	105,078	162,601	237,516	325,050	264,273	221,239	328,358	91,235	271,069	141,162	208,706
Average Saturday Passenger Boardings	FY 14	101,528	40,388	98,272	120,242	182,086	162,025	102,367	194,568	32,107	183,390	76,481	117,587
	FY 13	97,174	44,411	136,484	118,702	171,758	148,429	100,443	197,406	37,705	170,704	76,864	118,189
	FY 12	94,981	50,995	80,470	115,114	165,703	149,077	104,063	205,164	33,861	183,648	76,347	114,493
Average Sunday Passenger Boardings	FY 14	67,580	27,506	68,066	71,279	131,978	117,666	62,858	143,800	23,346	133,483	60,800	82,578
	FY 13	64,565	23,566	133,918	69,308	124,157	103,615	61,827	143,471	23,715	118,200	60,281	84,238
	FY 12	63,952	22,503	50,262	67,910	114,294	104,179	62,176	146,402	23,221	112,726	69,447	76,097
Vehicles in Operated in Maximum Service	FY 14	469	361	537	1,080	1,416	861	900	894	223	690	677	737
	FY 13	467	357	531	1,071	1,328	831	951	888	221	649	667	724
	FY 12	468	366	431	807	564	774	630	600	212	294	401	504
Farebox Recovery	FY 14	21.5%	29.2%	20.2%	15.7%	25.3%	27.1%	27.3%	30.3%	22.5%	41.2%	12.4%	24.8%
	FY 13	22.7%	29.4%	22.4%	15.1%	26.4%	29.1%	28.0%	29.6%	22.2%	40.0%	13.0%	25.3%
	FY 12	22.0%	26.0%	22.6%	13.7%	27.4%	31.2%	26.4%	28.1%	23.7%	41.4%	13.4%	25.1%
Subsidy per Passenger Boarding	FY 14	4.02	3.38	4.06	5.54	3.42	2.97	4.19	2.75	3.94	1.46	6.55	3.84
	FY 13	3.81	2.95	3.61	5.48	3.25	2.74	4.07	2.77	3.94	1.66	6.23	3.68
	FY 12	3.71	3.01	3.56	5.51	3.07	2.48	4.17	2.59	3.66	1.46	6.03	3.57

Source: National Transit Database - Calculations based on NTD definitions

		Peer Performance - Bus											
CHARACTERISTICS AND PERFORMANCE MEASURES		ST. LOUIS	BUFFALO	CLEVELAND	DALLAS	DENVER	MINNEAPOLIS	PITTSBURGH	PORTLAND	SACRAMENTO	SAN DIEGO	SAN JOSE	AVERAGE
Fleet Size	FY 14	383	322	391	861	1,101	905	701	608	225	582	452	594
	FY 13	378	312	391	650	1,029	912	695	597	225	517	455	560
	FY 12	381	321	399	629	1,024	888	714	591	235	507	452	558
Fleet Age (average in years)	FY 14	8.2	8.3	9.7	4.0	8.9	4.7	7.5	11.4	8.6	6.7	10.2	8.0
	FY 13	8.9	7.9	9.4	7.6	9.8	5.1	7.2	13.0	7.6	7.2	9.3	8.5
	FY 12	7.9	8.1	8.3	12.2	9.7	5.0	7.8	13.9	7.0	6.7	8.4	8.6
Passenger Boardings (in millions)	FY 14	30.1	21.6	34.4	37.4	76.7	67.8	53.4	59.7	13.7	51.3	32.9	43.5
	FY 13	29.4	23.3	34.3	37.9	76.3	70.4	53.1	58.7	13.8	51.6	32.7	43.8
	FY 12	29.1	23.5	33.9	38.4	76.7	69.9	55.7	59.5	13.1	51.8	32.3	44.0
Bus Boardings as a Percent of System Boardings	FY 14	62.6%	81.8%	70.0%	52.7%	73.5%	80.3%	83.8%	60.0%	51.7%	55.9%	73.8%	67.8%
	FY 13	62.4%	78.2%	69.7%	53.2%	75.2%	86.5%	83.5%	59.1%	50.5%	62.8%	74.1%	68.7%
	FY 12	62.3%	76.3%	70.3%	54.5%	77.9%	86.2%	84.5%	57.7%	49.8%	60.8%	74.4%	68.6%
Operating Expense (in millions)	FY 14	\$ 150.4	\$ 95.4	\$ 166.7	\$ 238.6	\$ 327.0	\$ 280.8	\$ 276.8	\$ 240.9	\$ 77.9	\$ 138.2	\$ 238.3	\$ 202.8
	FY 13	145.4	93.0	153.0	248.8	313.1	264.4	270.4	239.1	73.8	143.0	226.0	197.3
	FY 12	139.6	92.8	143.0	242.6	301.7	248.5	282.7	230.7	68.8	133.5	218.2	191.1
Operating Expense per Revenue Mile	FY 14	\$ 8.13	\$ 11.22	\$ 12.59	\$ 8.91	\$ 9.19	\$ 11.71	\$ 14.56	\$ 12.32	\$ 12.98	\$ 8.23	\$ 15.88	\$ 11.43
	FY 13	7.87	10.72	11.80	9.13	8.82	11.43	14.32	12.51	12.52	8.67	15.27	11.19
	FY 12	7.49	10.28	11.70	8.94	9.00	10.94	15.02	12.04	12.25	8.30	14.98	10.99
Operating Expense per Passenger Mile	FY 14	\$ 0.95	\$ 1.15	\$ 1.15	\$ 1.57	\$ 0.84	\$ 0.99	\$ 1.16	\$ 0.84	\$ 1.47	\$ 0.76	\$ 1.36	\$ 1.11
	FY 13	0.95	1.08	1.06	1.61	0.78	0.93	1.30	1.04	1.49	0.79	1.35	1.13
	FY 12	0.92	1.07	0.99	1.50	0.75	0.84	1.29	0.99	1.48	0.75	1.28	1.08
Operating Expense per Passenger Boarding	FY 14	\$ 5.00	\$ 4.42	\$ 4.84	\$ 6.38	\$ 4.27	\$ 4.14	\$ 5.18	\$ 4.03	\$ 5.71	\$ 2.69	\$ 7.25	\$ 4.90
	FY 13	4.94	4.00	4.46	6.56	4.10	3.75	5.09	4.08	5.35	2.77	6.90	4.73
	FY 12	4.79	3.95	4.22	6.32	3.93	3.56	5.08	3.88	5.23	2.58	6.75	4.57
Boardings per Revenue Mile	FY 14	1.6	2.5	2.6	1.4	2.2	2.8	2.8	3.1	2.3	3.1	2.2	2.4
	FY 13	1.6	2.7	2.7	1.4	2.2	3.0	2.8	3.1	2.3	3.1	2.2	2.5
	FY 12	1.6	2.6	2.8	1.4	2.3	3.1	3.0	3.1	2.3	3.2	2.2	2.5
Boardings per Revenue Hour	FY 14	22.1	27.7	30.0	18.0	28.7	33.1	36.0	35.8	24.9	32.6	26.0	28.6
	FY 13	21.7	29.4	30.4	18.1	29.3	35.1	36.5	36.2	25.9	33.4	26.7	29.3
	FY 12	21.4	28.8	32.7	19.1	28.9	35.7	37.3	36.6	26.0	34.5	26.8	29.8

Source: National Transit Database - Calculations based on NTD definitions

## Peer Performance - Light Rail

CHARACTERISTICS AND PERFORMANCE MEASURES		ST. LOUIS	BUFFALO	CLEVELAND	DALLAS	DENVER	MINNEAPOLIS	PITTSBURGH	PORTLAND	SACRAMENTO	SAN DIEGO	SAN JOSE	AVERAGE
Fleet Size	FY 14	87	27	48	163	172	86	83	131	76	162	99	103
	FY 13	87	27	48	163	172	62	83	131	76	175	99	102
	FY 12	87	27	48	163	171	27	83	129	76	154	99	97
Fleet Age (average in years)	FY 14	15.3	29.9	33.0	12.0	8.7	3.5	22.6	17.0	18.1	14.1	12.7	17.0
	FY 13	14.3	28.9	32.0	11.0	7.7	3.9	21.6	16.2	17.1	15.8	11.7	16.4
	FY 12	13.3	27.9	31.0	10.0	6.7	7.7	20.4	15.2	16.1	17.2	10.7	16.0
Passenger Boardings (in millions)	FY 14	17.5	4.6	2.8	29.5	26.4	16.0	7.9	38.2	12.7	39.7	11.0	18.7
	FY 13	17.1	6.3	2.9	29.5	23.8	10.2	8.0	39.2	13.5	29.7	10.7	17.3
	FY 12	17.0	7.1	2.9	27.7	20.6	10.5	7.1	42.2	13.2	32.7	10.4	17.4
Rail Boardings as a Percent of System Boardings	FY 14	36.3%	17.6%	5.6%	41.5%	25.3%	18.9%	12.5%	38.4%	48.1%	43.2%	24.6%	28.4%
	FY 13	36.2%	21.2%	5.9%	41.3%	23.4%	12.5%	12.6%	39.5%	49.5%	36.2%	24.3%	27.5%
	FY 12	36.4%	23.1%	6.0%	39.3%	20.9%	12.9%	10.8%	40.9%	50.2%	38.4%	24.0%	27.5%
Operating Expense (in millions)	FY 14	\$ 71.6	\$ 22.1	\$ 13.1	\$ 165.0	\$ 102.2	\$ 48.9	\$ 53.1	\$ 108.1	\$ 54.8	\$ 71.6	\$ 74.7	\$ 71.4
	FY 13	64.8	23.3	11.7	151.0	87.1	32.4	51.5	99.3	50.0	66.4	69.0	64.2
	FY 12	62.1	24.5	12.3	135.9	68.5	27.9	52.0	99.7	45.5	63.3	61.7	59.4
Operating Expense per Vehicle Revenue Mile	FY 14	\$ 11.47	\$ 24.34	\$ 15.78	\$ 17.92	\$ 9.16	\$ 12.21	\$ 25.66	\$ 14.00	\$ 13.92	\$ 8.41	\$ 22.03	\$ 15.90
	FY 13	10.41	23.77	14.92	16.55	8.56	14.03	25.52	12.87	12.76	8.55	21.50	15.40
	FY 12	9.82	24.22	17.65	17.98	8.10	13.56	26.98	12.88	11.91	8.39	20.00	15.59
Operating Expense per Passenger Mile	FY 14	\$ 0.49	\$ 1.81	\$ 0.80	\$ 0.68	\$ 0.51	\$ 0.67	\$ 1.57	\$ 0.50	\$ 0.73	\$ 0.31	\$ 1.21	\$ 0.84
	FY 13	0.42	1.42	0.68	0.63	0.43	0.60	1.56	0.50	0.66	0.38	1.19	0.77
	FY 12	0.41	1.26	0.73	0.63	0.39	0.50	1.53	0.45	0.61	0.32	1.10	0.72
Operating Expense per Passenger Boarding	FY 14	\$ 4.10	\$ 4.77	\$ 4.71	\$ 5.60	\$ 3.88	\$ 3.06	\$ 6.69	\$ 2.83	\$ 4.31	\$ 1.80	\$ 6.82	\$ 4.42
	FY 12	3.65	3.45	4.32	4.92	3.32	2.66	7.30	2.36	3.45	1.94	5.95	3.94
	FY 11	3.66	4.08	4.29	6.27	3.06	2.47	6.96	2.27	3.49	1.91	5.87	4.03
Boardings per Vehicle Revenue Mile	FY 14	2.8	5.1	3.3	3.2	2.4	4.0	3.8	4.9	3.2	4.7	3.2	3.7
	FY 13	2.7	6.5	3.7	3.2	2.3	4.4	4.0	5.1	3.5	3.8	3.4	3.9
	FY 12	2.7	7.0	4.1	3.7	2.4	5.1	3.7	5.5	3.5	4.3	3.4	4.1
Boardings per Vehicle Revenue Hour	FY 14	65.8	54.8	51.1	65.1	40.5	48.6	49.2	72.2	58.3	78.7	50.1	57.7
	FY 13	64.6	73.5	55.1	65.2	41.8	62.0	50.5	74.2	62.2	63.0	54.1	60.6
	FY 12	63.9	79.5	61.2	72.4	46.0	72.5	48.1	79.8	67.4	76.4	53.3	65.5

Source: National Transit Database - Calculations based on NTD definitions

## Peer Performance - Demand Response

CHARACTERISTICS AND PERFORMANCE MEASURES		ST. LOUIS	BUFFALO	CLEVELAND	DALLAS	DENVER	MINNEAPOLIS	PITTSBURGH	PORTLAND	SACRAMENTO	SAN DIEGO	SAN JOSE	AVERAGE
Fleet Size	FY 14	116	74	158	165	450	-	346	268	2	146	244	219
	FY 13	120	69	146	165	386	-	390	268	12	145	254	216
	FY 12	116	74	146	209	375	-	382	267	-	137	228	215
Fleet Age (average in years)	FY 14	5.8	4.1	4.9	1.8	4.5	-	5.6	3.7	5.0	4.1	2.9	4.2
	FY 13	4.7	5.3	4.0	0.6	5.3	-	5.4	3.7	4.0	3.1	2.4	3.8
	FY 12	3.7	5.4	3.8	5.0	4.4	-	4.9	4.7	-	3.5	4.3	4.4
Passenger Boardings (in millions)	FY 14	0.58	0.16	0.75	0.47	1.27	-	1.59	0.93	0.008	0.55	0.73	0.78
	FY 13	0.59	0.17	0.70	0.52	1.23	-	1.72	0.93	0.004	0.51	0.73	0.79
	FY 12	0.58	0.17	0.65	1.14	1.16	-	1.77	0.95	-	0.47	0.78	0.85
Demand-Response Boardings as a Percent of System Boardings	FY 14	1.2%	0.6%	1.5%	0.7%	1.2%	-	2.5%	0.9%	0.0%	0.6%	1.6%	1.2%
	FY 13	1.3%	0.6%	1.4%	0.7%	1.2%	-	2.7%	0.9%	0.0%	0.6%	1.7%	1.2%
	FY 12	1.2%	0.6%	1.3%	1.6%	1.2%	-	2.7%	0.9%	0.0%	0.6%	1.8%	1.3%
Operating Expense (in millions)	FY 14	\$ 24.7	\$ 8.3	\$ 32.4	\$ 23.7	\$ 48.1	\$ -	\$ 36.3	\$ 32.8	\$ 1.2	\$ 15.5	\$ 20.0	\$ 26.8
	FY 13	21.9	7.9	29.9	21.0	46.9	-	36.3	32.2	1.0	14.5	22.0	25.8
	FY 12	20.4	7.8	30.6	43.1	46.4	-	37.0	31.2	0.6	13.4	22.8	28.1
Operating Expense per Revenue Mile	FY 14	\$ 4.64	\$ 5.40	\$ 6.24	\$ 8.07	\$ 4.59	\$ -	\$ 3.75	\$ 5.01	\$ 36.77	\$ 4.25	\$ 3.23	\$ 5.02
	FY 13	4.17	4.93	6.00	4.99	4.68	-	3.64	4.92	61.82	4.41	3.66	4.60
	FY 12	3.97	4.78	6.35	4.88	4.51	-	3.23	4.74	-	4.46	3.84	4.53
Operating Expense per Passenger Mile	FY 14	\$ 4.29	\$ 4.86	\$ 4.45	\$ 3.81	\$ 4.64	\$ -	\$ 2.91	\$ 3.63	\$ 62.50	\$ 2.94	\$ 2.47	\$ 3.78
	FY 13	3.66	4.31	6.02	2.90	4.40	-	2.73	3.50	61.82	3.05	2.68	3.69
	FY 12	3.74	4.56	6.69	3.36	4.43	-	2.77	3.30	-	3.18	2.79	3.87
Operating Expense per Passenger Boarding	FY 14	\$ 42.53	\$ 50.63	\$ 43.07	\$ 50.56	\$ 37.85	\$ -	\$ 22.74	\$ 35.33	\$ 155.97	\$ 28.38	\$ 27.47	\$ 37.62
	FY 13	37.00	46.30	42.40	40.51	38.15	-	21.13	34.61	254.07	28.38	29.96	35.38
	FY 12	34.88	45.38	47.08	37.73	39.94	-	20.91	32.97	-	28.24	29.44	35.17
Boardings per Revenue Mile	FY 14	0.1	0.1	0.1	0.2	0.1	-	0.2	0.1	0.2	0.1	0.1	0.1
	FY 13	0.1	0.1	0.1	0.1	0.1	-	0.2	0.1	0.2	0.2	0.1	0.1
	FY 12	0.1	0.1	0.1	0.1	0.1	-	0.2	0.1	-	0.2	0.1	0.1
Boardings per Revenue Hour	FY 14	1.9	1.8	2.0	2.1	1.8	-	2.4	2.0	2.1	2.6	2.6	2.1
	FY 13	1.9	1.9	2.0	1.8	1.8	-	2.6	2.0	1.6	2.7	2.6	2.1
	FY 12	1.9	1.8	2.0	2.2	1.8	-	2.5	2.0	-	2.7	2.6	2.2

\* Minneapolis and Sacramento are not included in the Average

Source: National Transit Database - Calculations based on NTD definitions



## Average Weekday Ridership

Period	MetroBus			MetroLink			Call-A-Ride			System		
	FY 2016	FY 2015	Change	FY 2016	FY 2015	Change	FY 2016	FY 2015	Change	FY 2016	FY 2015	Change
1st Qtr YTD	93,722	100,687	-6.9%	52,865	56,877	-7.1%	1,949	1,948	0.1%	148,536	159,512	-6.9%
2nd Qtr YTD	92,135	97,868	-5.9%	50,217	53,367	-5.9%	1,925	1,928	-0.2%	144,277	153,164	-5.8%
3rd Qtr YTD	88,902	94,326	-5.8%	48,328	51,214	-5.6%	1,928	1,950	-1.2%	139,158	147,490	-5.6%
Full year	87,213	93,284	-6.5%	48,752	51,442	-5.2%	1,914	1,957	-2.2%	137,879	146,682	-6.0%

July	88,084	96,481	-8.7%	51,382	56,267	-8.7%	1,940	1,903	1.9%	141,406	154,651	-8.6%
August	94,249	99,160	-5.0%	51,481	55,674	-7.5%	1,983	1,988	-0.3%	147,713	156,822	-5.8%
September	98,832	106,420	-7.1%	55,731	58,690	-5.0%	1,925	1,952	-1.4%	156,488	167,062	-6.3%
October	96,538	103,809	-7.0%	50,371	55,874	-9.8%	2,001	2,026	-1.2%	148,910	161,709	-7.9%
November	90,193	93,086	-3.1%	47,165	47,498	-0.7%	1,881	1,878	0.2%	139,239	142,462	-2.3%
December	84,914	88,254	-3.8%	45,172	46,200	-2.2%	1,818	1,822	-0.2%	131,904	136,276	-3.2%
January	81,748	87,201	-6.3%	44,336	46,033	-3.7%	1,883	1,921	-2.0%	127,967	135,155	-5.3%
February	83,666	85,957	-2.7%	44,756	46,658	-4.1%	1,986	2,023	-1.8%	130,408	134,638	-3.1%
March	81,896	88,566	-7.5%	44,556	48,030	-7.2%	1,931	2,039	-5.3%	128,383	138,635	-7.4%
April	84,675	91,847	-7.8%	51,127	53,497	-4.4%	1,917	2,006	-4.4%	137,719	147,350	-6.5%
May	80,883	90,640	-10.8%	50,473	51,827	-2.6%	1,802	1,950	-7.6%	133,158	144,417	-7.8%
June	80,882	87,984	-8.1%	48,476	51,052	-5.0%	1,896	1,976	-4.0%	131,254	141,012	-6.9%

# Passenger Boardings

Period	MetroBus			MetroLink			Call-A-Ride			System		
	FY 2016	FY 2015	Change	FY 2016	FY 2015	Change	FY 2016	FY 2015	Change	FY 2016	FY 2015	Change
1st Qtr YTD	7,547,124	8,039,048	-6.1%	4,367,923	4,730,660	-7.6%	144,989	144,792	0.1%	12,060,036	12,914,500	-6.6%
2nd Qtr YTD	14,639,057	15,523,874	-5.7%	8,183,650	8,739,359	-6.4%	287,643	288,060	-0.1%	23,110,350	24,551,293	-5.9%
3rd Qtr YTD	21,115,622	22,284,905	-5.2%	11,743,327	12,458,498	-5.7%	430,011	431,635	-0.4%	33,288,960	35,175,038	-5.4%
Full year	27,701,279	29,439,358	-5.9%	15,777,584	16,637,447	-5.2%	568,097	577,134	-1.6%	44,046,960	46,653,939	-5.6%

July	2,435,625	2,614,885	-6.9%	1,482,226	1,618,750	-8.4%	49,535	48,491	2.2%	3,967,386	4,282,126	-7.4%
August	2,516,668	2,659,210	-5.4%	1,386,198	1,528,210	-9.3%	47,939	48,349	-0.8%	3,950,805	4,235,769	-6.7%
September	2,594,831	2,764,953	-6.2%	1,499,499	1,583,700	-5.3%	47,515	47,952	-0.9%	4,141,845	4,396,605	-5.8%
October	2,594,484	2,837,701	-8.6%	1,389,283	1,562,305	-11.1%	50,066	51,699	-3.2%	4,033,833	4,451,705	-9.4%
November	2,245,054	2,289,928	-2.0%	1,205,121	1,201,463	0.3%	45,271	44,002	2.9%	3,495,446	3,535,393	-1.1%
December	2,252,395	2,357,197	-4.4%	1,221,323	1,244,931	-1.9%	47,317	47,567	-0.5%	3,521,035	3,649,695	-3.5%
January	2,094,931	2,286,288	-8.4%	1,153,882	1,226,807	-5.9%	45,881	47,835	-4.1%	3,294,694	3,560,930	-7.5%
February	2,145,122	2,095,365	2.4%	1,181,298	1,159,299	1.9%	46,927	45,434	3.3%	3,373,347	3,300,098	2.2%
March	2,236,512	2,379,378	-6.0%	1,224,497	1,333,033	-8.1%	49,560	50,306	-1.5%	3,510,569	3,762,717	-6.7%
April	2,226,706	2,425,632	-8.2%	1,352,859	1,427,239	-5.2%	46,096	49,647	-7.2%	3,625,661	3,902,518	-7.1%
May	2,195,478	2,369,603	-7.3%	1,363,270	1,375,524	-0.9%	45,229	47,302	-4.4%	3,603,977	3,792,429	-5.0%
June	2,163,473	2,359,218	-8.3%	1,318,128	1,376,186	-4.2%	46,761	48,550	-3.7%	3,528,362	3,783,954	-6.8%

## Passengers by Jurisdiction

Period	MetroBus						MetroLink					
	Missouri			St. Clair			Missouri			St. Clair		
	FY 2016	FY 2015	Change	FY 2016	FY 2015	Change	FY 2016	FY 2015	Change	FY 2016	FY 2015	Change
1st Qtr YTD	6,712,288	7,152,041	-6.1%	834,836	887,007	-5.9%	3,555,037	3,841,877	-7.5%	812,886	888,783	-8.5%
2nd Qtr YTD	13,092,685	13,862,702	-5.6%	1,546,372	1,661,172	-6.9%	6,674,869	7,103,544	-6.0%	1,508,781	1,635,815	-7.8%
3rd Qtr YTD	18,923,479	19,955,638	-5.2%	2,192,143	2,329,267	-5.9%	9,578,464	10,136,357	-5.5%	2,164,863	2,322,141	-6.8%
Full year	24,768,747	26,334,282	-5.9%	2,932,532	3,105,076	-5.6%	12,878,546	13,535,457	-4.9%	2,899,038	3,101,990	-6.5%

July	2,162,731	2,330,567	-7.2%	272,894	284,318	-4.0%	1,208,720	1,319,626	-8.4%	273,506	299,124	-8.6%
August	2,244,861	2,354,244	-4.6%	271,807	304,966	-10.9%	1,127,630	1,236,244	-8.8%	258,568	291,966	-11.4%
September	2,304,696	2,467,230	-6.6%	290,135	297,723	-2.5%	1,218,687	1,286,007	-5.2%	280,812	297,693	-5.7%
October	2,335,913	2,543,215	-8.2%	258,571	294,486	-12.2%	1,135,921	1,273,341	-10.8%	253,362	288,964	-12.3%
November	2,023,166	2,054,174	-1.5%	221,888	235,754	-5.9%	986,553	977,035	1.0%	218,568	224,428	-2.6%
December	2,021,318	2,113,272	-4.4%	231,077	243,925	-5.3%	997,358	1,011,291	-1.4%	223,965	233,640	-4.1%
January	1,886,900	2,055,213	-8.2%	208,031	231,075	-10.0%	942,470	996,050	-5.4%	211,412	230,757	-8.4%
February	1,930,819	1,892,071	2.0%	214,303	203,294	5.4%	959,132	944,413	1.6%	222,166	214,886	3.4%
March	2,013,075	2,145,652	-6.2%	223,437	233,726	-4.4%	1,001,993	1,092,350	-8.3%	222,504	240,683	-7.6%
April	1,977,577	2,171,437	-8.9%	249,129	254,195	-2.0%	1,104,355	1,165,179	-5.2%	248,504	262,060	-5.2%
May	1,941,932	2,106,188	-7.8%	253,546	263,415	-3.7%	1,110,695	1,113,838	-0.3%	252,575	261,686	-3.5%
June	1,925,759	2,101,019	-8.3%	237,714	258,199	-7.9%	1,085,032	1,120,083	-3.1%	233,096	256,103	-9.0%

# Passenger Revenue

Period	MetroBus			MetroLink			Call-A-Ride *			System		
	FY 2016	FY 2015	Change	FY 2016	FY 2015	Change	FY 2016	FY 2015	Change	FY 2016	FY 2015	Change
1st Qtr YTD	\$8,143,742	\$8,844,891	-7.9%	\$4,655,536	\$5,153,495	-9.7%	\$632,072	\$643,724	-1.8%	\$13,431,350	\$14,642,110	-8.3%
2nd Qtr YTD	\$15,604,859	\$16,749,400	-6.8%	\$8,622,614	\$9,385,899	-8.1%	\$1,284,900	\$1,293,472	-0.7%	\$25,512,372	\$27,428,771	-7.0%
3rd Qtr YTD	\$22,433,442	\$24,405,558	-8.1%	\$12,382,538	\$13,607,822	-9.0%	\$1,923,840	\$1,977,736	-2.7%	\$36,739,820	\$39,991,116	-8.1%
Full year	\$29,564,500	\$32,044,267	-7.7%	\$16,682,695	\$17,995,520	-7.3%	\$2,610,086	\$2,616,039	-0.2%	\$48,857,281	\$52,655,826	-7.2%

1st Qtr	\$8,143,742	\$8,844,891	-7.9%	\$4,655,536	\$5,153,495	-9.7%	\$632,072	\$643,724	-1.8%	\$13,431,350	\$14,642,110	-8.3%
2nd Qtr	\$7,461,117	\$7,904,509	-5.6%	\$3,967,078	\$4,232,404	-6.3%	\$652,827	\$649,748	0.5%	\$12,081,022	\$12,786,661	-5.5%
3rd Qtr	\$6,828,583	\$7,656,158	-10.8%	\$3,759,925	\$4,221,923	-10.9%	\$638,941	\$684,264	-6.6%	\$11,227,448	\$12,562,345	-10.6%
4th Qtr	\$7,131,059	\$7,638,708	-6.6%	\$4,300,157	\$4,387,697	-2.0%	\$686,245	\$638,303	7.5%	\$12,117,461	\$12,664,709	-4.3%

\* Call-A-Ride passenger revenue does not include Medicaid and Department of Mental Health contractual subsidies.

# Revenue Miles

Period	MetroBus*			MetroLink*			Call-A-Ride			System		
	FY 2016	FY 2015	Change	FY 2016	FY 2015	Change	FY 2016	FY 2015	Change	FY 2016	FY 2015	Change
1st Qtr YTD	4,680,474	4,675,879	0.1%	788,550	787,374	0.1%	1,334,285	1,354,466	-1.5%	6,803,309	6,817,718	-0.2%
2nd Qtr YTD	9,259,390	9,297,580	-0.4%	1,567,159	1,573,351	-0.4%	2,669,369	2,676,164	-0.3%	13,495,918	13,547,094	-0.4%
3rd Qtr YTD	13,810,040	13,788,831	0.2%	2,343,414	2,344,293	0.0%	3,997,691	3,986,657	0.3%	20,151,145	20,119,781	0.2%
Full year	18,470,425	18,396,462	0.4%	3,125,069	3,123,718	0.0%	5,344,645	5,335,156	0.2%	26,940,139	26,855,335	0.3%

July	1,595,537	1,580,498	1.0%	267,305	268,160	-0.3%	449,461	452,806	-0.7%	2,312,303	2,301,463	0.5%
August	1,563,357	1,573,079	-0.6%	263,542	263,356	0.1%	442,206	449,359	-1.6%	2,269,105	2,285,794	-0.7%
September	1,521,581	1,522,303	0.0%	257,703	255,858	0.7%	442,618	452,301	-2.1%	2,221,902	2,230,462	-0.4%
October	1,563,396	1,599,734	-2.3%	260,628	266,487	-2.2%	467,532	476,950	-2.0%	2,291,557	2,343,170	-2.2%
November	1,467,430	1,472,726	-0.4%	251,888	253,263	-0.5%	423,870	405,168	4.6%	2,143,188	2,131,157	0.6%
December	1,548,090	1,549,241	-0.1%	266,093	266,227	-0.1%	443,682	439,580	0.9%	2,257,864	2,255,049	0.1%
January	1,506,339	1,534,238	-1.8%	257,208	264,499	-2.8%	425,401	439,592	-3.2%	2,188,948	2,238,330	-2.2%
February	1,461,584	1,407,647	3.8%	250,504	239,760	4.5%	432,002	414,146	4.3%	2,144,090	2,061,552	4.0%
March	1,582,727	1,549,366	2.2%	268,542	266,683	0.7%	470,919	456,755	3.1%	2,322,188	2,272,804	2.2%
April	1,536,178	1,533,579	0.2%	257,806	259,549	-0.7%	442,185	456,045	-3.0%	2,236,168	2,249,173	-0.6%
May	1,566,916	1,530,930	2.4%	264,878	262,362	1.0%	447,853	442,595	1.2%	2,279,647	2,235,887	2.0%
June	1,557,292	1,543,123	0.9%	258,971	257,513	0.6%	456,916	449,859	1.6%	2,273,180	2,250,494	1.0%

\* Scheduled

May not sum to total due to rounding

# Total Miles

Period	MetroBus*			MetroLink*			Call-A-Ride			System		
	FY 2016	FY 2015	Change	FY 2016	FY 2015	Change	FY 2016	FY 2015	Change	FY 2016	FY 2015	Change
1st Qtr YTD	5,347,458	5,336,309	0.2%	795,593	795,036	0.1%	1,421,459	1,439,390	-1.2%	7,564,510	7,570,734	-0.1%
2nd Qtr YTD	10,554,764	10,590,187	-0.3%	1,580,915	1,588,429	-0.5%	2,840,534	2,849,872	-0.3%	14,976,214	15,028,488	-0.3%
3rd Qtr YTD	15,719,011	15,696,714	0.1%	2,363,230	2,365,589	-0.1%	4,259,736	4,244,563	0.4%	22,341,977	22,306,866	0.2%
Full year	21,053,207	20,957,915	0.5%	3,151,334	3,151,443	0.0%	5,700,005	5,678,749	0.4%	29,904,545	29,788,107	0.4%

July	1,824,368	1,802,358	1.2%	269,868	271,057	-0.4%	477,810	481,181	-0.7%	2,572,046	2,554,596	0.7%
August	1,783,018	1,797,276	-0.8%	265,688	265,683	0.0%	471,436	476,915	-1.1%	2,520,142	2,539,874	-0.8%
September	1,740,072	1,736,675	0.2%	260,038	258,295	0.7%	472,213	481,294	-1.9%	2,472,323	2,476,264	-0.2%
October	1,778,457	1,821,835	-2.4%	262,972	269,301	-2.4%	497,084	509,671	-2.5%	2,538,513	2,600,807	-2.4%
November	1,667,475	1,670,199	-0.2%	254,048	255,632	-0.6%	449,616	432,581	3.9%	2,371,139	2,358,412	0.5%
December	1,761,375	1,761,844	0.0%	268,302	268,461	-0.1%	472,375	468,230	0.9%	2,502,051	2,498,535	0.1%
January	1,710,021	1,744,931	-2.0%	259,197	266,591	-2.8%	454,722	468,131	-2.9%	2,423,939	2,479,653	-2.2%
February	1,662,479	1,600,196	3.9%	252,498	241,727	4.5%	460,777	440,516	4.6%	2,375,754	2,282,439	4.1%
March	1,791,748	1,761,400	1.7%	270,620	268,842	0.7%	503,703	486,044	3.6%	2,566,071	2,516,286	2.0%
April	1,749,009	1,749,885	-0.1%	259,986	261,775	-0.7%	473,125	485,453	-2.5%	2,482,120	2,497,113	-0.6%
May	1,800,429	1,747,668	3.0%	267,105	264,421	1.0%	478,690	470,008	1.8%	2,546,224	2,482,097	2.6%
June	1,784,758	1,763,648	1.2%	261,012	259,658	0.5%	488,454	478,725	2.0%	2,534,224	2,502,031	1.3%

\* Scheduled

May not sum to total due to rounding

# Revenue Hours

Period	MetroBus*			MetroLink*			Call-A-Ride			System		
	FY 2016	FY 2015	Change	FY 2016	FY 2015	Change	FY 2016	FY 2015	Change	FY 2016	FY 2015	Change
1st Qtr YTD	351,540	347,612	1.1%	33,541	33,351	0.6%	76,485	77,549	-1.4%	461,566	458,512	0.7%
2nd Qtr YTD	690,237	687,880	0.3%	66,489	66,410	0.1%	152,879	153,674	-0.5%	909,604	907,965	0.2%
3rd Qtr YTD	1,027,940	1,018,861	0.9%	99,584	99,186	0.4%	227,991	228,389	-0.2%	1,355,515	1,346,436	0.7%
Full year	1,382,349	1,363,258	1.4%	132,794	132,347	0.3%	303,336	305,467	-0.7%	1,818,479	1,801,072	1.0%

July	120,016	117,212	2.4%	11,356	11,393	-0.3%	26,062	26,310	-0.9%	157,434	154,915	1.6%
August	116,969	117,552	-0.5%	11,230	11,156	0.7%	25,302	25,753	-1.8%	153,501	154,461	-0.6%
September	114,555	112,848	1.5%	10,954	10,803	1.4%	25,121	25,486	-1.4%	150,630	149,137	1.0%
October	115,672	117,968	-1.9%	11,044	11,225	-1.6%	26,257	26,910	-2.4%	152,972	156,103	-2.0%
November	108,440	108,155	0.3%	10,617	10,541	0.7%	24,037	23,375	2.8%	143,094	142,071	0.7%
December	114,584	114,146	0.4%	11,288	11,293	0.0%	26,100	25,840	1.0%	151,972	151,279	0.5%
January	111,380	112,961	-1.4%	11,053	11,250	-1.7%	24,257	25,142	-3.5%	146,689	149,352	-1.8%
February	108,224	103,837	4.2%	10,641	10,194	4.4%	24,154	23,526	2.7%	143,019	137,557	4.0%
March	118,100	114,183	3.4%	11,401	11,332	0.6%	26,701	26,047	2.5%	156,201	151,562	3.1%
April	116,786	114,075	2.4%	10,958	11,021	-0.6%	24,953	25,971	-3.9%	152,697	151,068	1.1%
May	119,698	114,811	4.3%	11,269	11,170	0.9%	25,094	25,441	-1.4%	156,062	151,422	3.1%
June	117,924	115,512	2.1%	10,983	10,969	0.1%	25,298	25,666	-1.4%	154,206	152,147	1.4%

\* Scheduled

May not sum to total due to rounding

# Total Hours

Period	MetroBus*			MetroLink*			Call-A-Ride			System		
	FY 2016	FY 2015	Change	FY 2016	FY 2015	Change	FY 2016	FY 2015	Change	FY 2016	FY 2015	Change
1st Qtr YTD	377,198	372,986	1.1%	34,073	33,901	0.5%	82,416	83,595	-1.4%	493,687	490,482	0.7%
2nd Qtr YTD	741,257	738,539	0.4%	67,539	67,742	-0.3%	164,834	165,875	-0.6%	973,629	972,156	0.2%
3rd Qtr YTD	1,103,728	1,094,446	0.8%	101,131	101,016	0.1%	246,157	246,480	-0.1%	1,451,016	1,441,942	0.6%
Full year	1,484,149	1,464,132	1.4%	134,852	134,690	0.1%	328,609	329,398	-0.2%	1,947,610	1,928,220	1.0%

July	128,751	125,809	2.3%	11,541	11,591	-0.4%	28,057	28,442	-1.4%	168,349	165,842	1.5%
August	125,480	126,057	-0.5%	11,403	11,331	0.6%	27,273	27,666	-1.4%	164,156	165,054	-0.5%
September	122,967	121,120	1.5%	11,128	10,979	1.4%	27,086	27,487	-1.5%	161,181	159,586	1.0%
October	124,311	126,687	-1.9%	11,221	11,420	-1.7%	28,270	29,056	-2.7%	163,802	167,163	-2.0%
November	116,548	116,043	0.4%	10,784	10,954	-1.6%	25,907	25,277	2.5%	153,239	152,274	0.6%
December	123,199	122,823	0.3%	11,461	11,467	-0.1%	28,241	27,947	1.1%	162,901	162,237	0.4%
January	119,676	121,490	-1.5%	11,217	11,418	-1.8%	26,301	27,179	-3.2%	157,193	160,087	-1.8%
February	116,372	111,710	4.2%	10,803	10,350	4.4%	26,112	25,350	3.0%	153,288	147,411	4.0%
March	126,424	122,707	3.0%	11,572	11,505	0.6%	28,910	28,076	3.0%	166,906	162,288	2.8%
April	124,966	122,525	2.0%	11,128	11,195	-0.6%	27,240	27,941	-2.5%	163,334	161,660	1.0%
May	128,659	123,148	4.5%	11,443	11,336	0.9%	27,449	27,329	0.4%	167,551	161,813	3.5%
June	126,796	124,012	2.2%	11,150	11,144	0.0%	27,763	27,648	0.4%	165,709	162,804	1.8%

\* Scheduled

May not sum to total due to rounding



## Operating Expense by Mode

Period	MetroBus			MetroLink			Call-A-Ride			System		
	FY 2016	FY 2015	Change	FY 2016	FY 2015	Change	FY 2016	FY 2015	Change	FY 2016	FY 2015	Change
1st Qtr YTD	\$40,696,991	\$38,355,015	6.1%	\$19,844,558	\$17,535,294	13.2%	\$6,132,183	\$5,903,525	3.9%	\$66,673,732	\$61,793,835	7.9%
2nd Qtr YTD	\$79,499,292	\$80,413,499	-1.1%	\$39,898,530	\$35,689,987	11.8%	\$12,764,435	\$11,880,236	7.4%	\$132,162,257	\$127,983,722	3.3%
3rd Qtr YTD	\$118,873,958	\$119,009,955	-0.1%	\$58,477,891	\$54,003,099	8.3%	\$19,073,278	\$18,091,795	5.4%	\$196,425,127	\$191,104,849	2.8%
Full year	\$155,518,382	\$150,850,611	3.1%	\$78,615,734	\$74,307,494	5.8%	\$25,401,080	\$24,216,685	4.9%	\$259,535,196	\$249,374,790	4.1%

1st Qtr	\$40,696,991	\$38,355,015	6.1%	\$19,844,558	\$17,535,294	13.2%	\$6,132,183	\$5,903,525	3.9%	\$66,673,732	\$61,793,834	7.9%
2nd Qtr	\$38,802,301	\$42,058,484	-7.7%	\$20,053,972	\$18,154,693	10.5%	\$6,632,252	\$5,976,711	11.0%	\$65,488,525	\$66,189,887	-1.1%
3rd Qtr	\$39,374,666	\$38,596,456	2.0%	\$18,579,361	\$18,313,112	1.5%	\$6,308,843	\$6,211,559	1.6%	\$64,262,870	\$63,121,127	1.8%
4th Qtr	\$36,644,423	\$31,840,655	15.1%	\$20,137,843	\$20,304,395	-0.8%	\$6,327,802	\$6,124,890	3.3%	\$63,110,068	\$58,269,940	8.3%

# Unscheduled Absenteeism

Period	Operators			Maintenance			Facility Support			Total		
	FY 2016	FY 2015	Change	FY 2016	FY 2015	Change	FY 2016	FY 2015	Change	FY 2016	FY 2015	Change
1st Qtr YTD	4.1%	3.0%	1.1%	2.0%	2.1%	0.0%	1.5%	2.2%	-0.7%	3.5%	3.0%	0.5%
2nd Qtr YTD	4.0%	3.3%	0.8%	1.8%	2.0%	-0.2%	1.8%	2.8%	-1.0%	3.4%	3.3%	0.1%
3rd Qtr YTD	4.2%	3.4%	0.8%	1.7%	2.1%	-0.4%	2.0%	2.5%	-0.5%	3.6%	3.4%	0.1%
Full year	4.2%	3.5%	0.8%	1.7%	2.1%	-0.4%	2.0%	2.3%	-0.3%	3.6%	3.5%	0.1%

July	3.9%	3.1%	0.8%	2.7%	3.0%	-0.3%	1.1%	1.8%	-0.8%	3.4%	3.1%	0.3%
August	4.1%	2.8%	1.3%	2.2%	1.9%	0.3%	1.8%	2.3%	-0.5%	3.6%	2.8%	0.8%
September	4.3%	3.1%	1.2%	1.1%	1.2%	-0.1%	1.6%	2.3%	-0.8%	3.5%	3.1%	0.4%
October	4.5%	3.3%	1.2%	2.0%	2.3%	-0.3%	2.7%	3.8%	-1.1%	3.9%	3.3%	0.5%
November	4.0%	3.2%	0.7%	1.5%	2.5%	-1.0%	1.9%	2.9%	-1.1%	3.3%	3.2%	0.1%
December	3.4%	4.0%	-0.6%	1.3%	1.3%	0.0%	1.5%	3.4%	-1.9%	2.8%	4.0%	-1.2%
January	4.5%	3.6%	0.9%	1.0%	1.3%	-0.3%	2.0%	2.0%	0.0%	3.6%	3.6%	0.0%
February	4.6%	3.7%	0.9%	1.8%	2.7%	-1.0%	3.0%	2.3%	0.7%	4.0%	3.7%	0.3%
March	4.8%	3.7%	1.1%	1.3%	2.6%	-1.2%	2.0%	1.1%	0.9%	3.9%	3.7%	0.2%
April	4.8%	3.4%	1.4%	1.5%	1.6%	0.0%	1.2%	2.3%	-1.1%	3.9%	3.4%	0.5%
May	3.9%	4.4%	-0.5%	1.3%	2.1%	-0.8%	2.4%	1.8%	0.7%	3.3%	4.4%	-1.1%
June	4.3%	3.7%	0.6%	2.5%	2.1%	0.4%	2.5%	1.5%	1.0%	3.8%	3.7%	0.1%

# Gateway Arch

	<b>Income (Loss) Before Depreciation and Transfers</b>		
<b>Quarter</b>	<b>FY 2016</b>	<b>FY 2015</b>	<b>Change</b>
<b>1st Qtr YTD</b>	\$555,478	\$816,317	-32.0%
<b>2nd Qtr YTD</b>	\$2,063,675	(\$4,291,640)	148.1%
<b>3rd Qtr YTD</b>	\$1,529,447	(\$6,210,789)	124.6%
<b>Full Year</b>	\$2,399,823	(\$6,017,960)	139.9%

	<b>Tram Ridership</b>		
<b>Quarter</b>	<b>FY 2016</b>	<b>FY 2015</b>	<b>Change</b>
<b>1st Qtr YTD</b>	313,500	327,008	-4.1%
<b>2nd Qtr YTD</b>	441,738	451,989	-2.3%
<b>3rd Qtr YTD</b>	462,780	555,271	-16.7%
<b>Full Year</b>	696,905	814,737	-14.5%

	<b>Tram Ridership</b>		
<b>Month</b>	<b>FY 2016</b>	<b>FY 2015</b>	<b>Change</b>
<b>July</b>	151,269	153,124	-1.2%
<b>August</b>	101,490	117,575	-13.7%
<b>September</b>	60,741	56,309	7.9%
<b>October</b>	55,554	52,740	5.3%
<b>November</b>	41,001	39,556	3.7%
<b>December</b>	31,683	32,685	-3.1%
<b>January</b>	4,513	25,878	-82.6%
<b>February</b>	-	20,455	n/a
<b>March</b>	16,529	56,949	-71.0%
<b>April</b>	48,136	63,117	-23.7%
<b>May</b>	73,161	84,144	-13.1%
<b>June</b>	112,828	112,205	0.6%

# Riverfront Attractions

	Riverboat Passengers		
Month	FY 2016	FY 2015	Change
July	1,665	6,496	-74.4%
August	17,180	20,101	-14.5%
September	10,463	4,446	135.3%
October	8,641	5,660	52.7%
November	2,233	1,964	13.7%
December	107	340	-68.5%
January	0	0	0.0%
February	0	0	0.0%
March	5,210	5,434	-4.1%
April	10,229	9,405	8.8%
May	12,829	13,273	-3.3%
June	19,031	5,972	218.7%

Quarter	FY 2016	FY 2015	Change
1st Qtr YTD	29,308	31,043	-5.6%
2nd Qtr YTD	40,289	39,007	3.3%
3rd Qtr YTD	45,499	44,441	2.4%
Full Year	87,588	73,091	19.8%

	Income (Loss) Before Depreciation		
Quarter	FY 2016	FY 2015	Change
1st Qtr YTD	\$9,839	\$43,255	-77.3%
2nd Qtr YTD	(\$77,714)	(\$123,400)	37.0%
3rd Qtr YTD	(\$223,574)	(\$382,265)	41.5%
Full Year	\$112,980	(\$386,436)	129.2%

	Riverboat Cruises		
Quarter	FY 2016	FY 2015	Change
1st Qtr YTD	247	256	-3.5%
2nd Qtr YTD	354	339	4.4%
3rd Qtr YTD	401	382	5.0%
Full Year	790	667	18.4%

	Riverboat Days of Operation		
Quarter	FY 2016	FY 2015	Change
1st Qtr YTD	63	55	14.5%
2nd Qtr YTD	124	105	18.1%
3rd Qtr YTD	149	130	14.6%
Full Year	239	202	18.3%

# St. Louis Downtown Airport

	Fuel Sales in Gallons		
Month	FY 2016	FY 2015	Change
July	169,207	147,048	15.1%
August	167,025	138,056	21.0%
September	171,343	146,556	16.9%
October	150,389	171,728	-12.4%
November	123,096	154,712	-20.4%
December	154,169	112,910	36.5%
January	147,092	117,692	25.0%
February	133,737	140,418	-4.8%
March	156,372	155,977	0.3%
April	157,260	134,439	17.0%
May	168,594	160,934	4.8%
June	151,361	161,562	-6.3%

Quarter	FY 2016	FY 2015	Change
1st Qtr YTD	507,575	431,660	17.6%
2nd Qtr YTD	935,229	871,010	7.4%
3rd Qtr YTD	1,372,430	1,285,097	6.8%
Full Year	1,849,645	1,742,032	6.2%

	Income (Loss) Before Depreciation		
Quarter	FY 2016	FY 2015	Change
1st Qtr YTD	\$55,765	(\$20,727)	369.0%
2nd Qtr YTD	\$44,289	\$29,088	52.3%
3rd Qtr YTD	(\$46,886)	\$19,927	-335.3%
Full year	(\$188,991)	\$144,526	-230.8%

	Aircraft Movements		
Quarter	FY 2016	FY 2015	Change
1st Qtr YTD	23,433	23,874	-1.8%
2nd Qtr YTD	49,722	44,412	12.0%
3rd Qtr YTD	73,234	64,523	13.5%
Full Year	101,227	88,345	14.6%

	Average Based Aircraft		
Quarter	FY 2016	FY 2015	Change
1st Qtr YTD	329	317	3.9%
2nd Qtr YTD	329	318	3.5%
3rd Qtr YTD	328	322	1.8%
Full Year	326	325	0.3%

# St. Louis Regional Freightway

## Income (Loss) Before Depreciation

Quarter	FY 2016	FY 2015	Change
1st Qtr YTD	\$37,779	n/a	n/a
2nd Qtr YTD	(\$7,785)	n/a	n/a
3rd Qtr YTD	(\$27,320)	n/a	n/a
Full Year	(\$223,461)	n/a	n/a

Quarter	FY 2016	FY 2015	Change
1st Qtr	\$37,779	n/a	n/a
2nd Qtr	(\$45,564)	n/a	n/a
3rd Qtr	(\$19,535)	n/a	n/a
4th Qtr	(\$196,141)	n/a	n/a

# Executive Services

## Income (Loss) Before Depreciation

Quarter	FY 2016	FY 2015	Change
1st Qtr YTD	\$325,942	\$415,850	-21.6%
2nd Qtr YTD	\$303,998	\$584,509	-48.0%
3rd Qtr YTD	\$150,632	\$742,130	-79.7%
Full Year	\$320,572	\$1,075,645	-70.2%

Quarter	FY 2016	FY 2015	Change
1st Qtr	\$325,942	\$415,850	-21.6%
2nd Qtr	(\$21,944)	\$168,659	-113.0%
3rd Qtr	(\$153,366)	\$157,622	-197.3%
4th Qtr	\$169,940	\$333,514	-49.0%

# Definitions

## Transit

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### **Customer complaint**

Passenger or general public dissatisfaction expressed to Customer Service by phone call, letter or email for which there is no immediate, satisfactory explanation; includes operator behavior, service, equipment maintenance or suitability, or other concerns. System customer complaints have been restated to include complaints not specifically related to an operating facility.

### **Expense**

Excludes depreciation, amortization, debt expense and the 2% sheltered workshop pass-through. Allocations by mode are based on a management-developed model. (See also "Operating Expense.")

### **Failure**

**Metro Call A Ride:** Revenue service interruption whereby a vehicle is unable to complete the assigned run and must be removed from service because of a mechanical, wheelchair lift, or other equipment failure. Road hazard tire failures, vandalism, accidents, and other failures not related to maintenance of vehicles are not reported.

**MetroLink:** Revenue service interruption whereby a train is delayed by five minutes or more or removed from service for mechanical reasons.

### **Farebox recovery**

Passenger revenue as a percent of operating expense.

### **Fleet size**

Number of revenue vehicles at the end of the reporting period.

### **On-time performance**

**MetroBus and MetroLink:** A trip is considered "on-time" if the vehicle departs within the time frame of 59 seconds before schedule or arrives within 4:59 minutes after schedule.

**Metro Call-A-Ride:** Appointments are made giving the passenger an estimated arrival time. A trip is considered on-time if arrival for the appointment is within 20 minutes before or after the appointment time.

### **Operating expense**

Expense less leases and rentals, which is a National Transit Database definition. Allocations by mode are based on National Transit Database instructions which are different than the management-developed cost allocation model. (See also "Expense.")

### **Passenger boardings**

Includes original revenue vehicle boardings and all transfers based on bus farebox counts, MetroLink ridership modeling using Automatic Passenger Counter (APC) technology, and actual Call-A-Ride passengers.



## Transit

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### **Passenger injury**

Physical harm or alleged physical harm to a passenger or bystander involved in an Agency accident. One vehicle accident may result in multiple injuries.

### **Revenue hours**

Time that MetroBus/Call-A-Ride vehicles or MetroLink trains operate in passenger service including special service.

### **Revenue miles**

Distance that MetroBus/Call-A-Ride vehicles or MetroLink trains operate in passenger service including special service.

### **Revenue recovery**

Passenger revenue, Transit Management Association revenue, and paratransit contractual revenue as a percent of expense.

### **Ridership**

Total passenger boardings.

### **Roadcall**

MetroBus revenue service interruption whereby the vehicle is delayed because of mechanical, tire, farebox, wheelchair lift or other equipment failure. A delay is not counted as a roadcall unless the delay is five minutes or more.

### **Subsidy**

Subsidy as reported on "System Profile" - Expense less operating revenue except federal, state and local assistance.

Subsidy as reported on "Peer Performance - System" - Operating expense less passenger revenue.

### **Total hours**

Revenue hours plus deadhead hours (e.g., from the facility to the start of a revenue trip).

### **Total miles**

Revenue miles plus deadhead miles (e.g., from the facility to the start of a revenue trip).

### **Unscheduled absenteeism**

Operator, mechanic and facility support sick time and unauthorized leave as a percent of current staffing, excluding overtime.

### **Vehicle accident**

Incident in which an Agency vehicle makes physical contact with another vehicle, a fixed object or a person. It also includes derailments or leaving the road.

### **Vehicle miles**

For MetroBus and Call-A-Ride, total miles and vehicle miles are the same. For MetroLink, total mileage for each car of a two-car train is included.

## **Non-Transit**

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### **Aircraft movement**

Takeoff or landing recorded by the tower. Movements when the tower is closed are not included.

### **Airport fuel sales (gallons)**

Number of gallons of aviation fuel delivered to the fixed base operators.

### **Arch tram ridership**

Number of adult and child tickets sold.

### **Based aircraft**

Average number of aircraft stored in owned or leased hangers or outside ramps. Quarterly, the amount represents the average of the month-end counts.

### **Riverfront Attractions**

Includes the Gateway Arch Riverboats and bike rentals, operated by Metro, and a heliport owned by Metro but operated under contract by another party.





# Memorandum

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**To:** Finance and Administration Committee

**From:** Larry B. Jackson   
Executive Vice President – Administration

**Date:** August 8, 2016

**Subject: Quarterly Procurement Activity Report  
Fourth Quarter Fiscal Year 2016**

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BSD Board Policy Chapter 50 Section 010 Paragraph N.3 requires that we provide quarterly reports to the Board relating to procurement activities, which exceed \$100,000, including contract modifications and award of options. The report format that has been used the past several years includes the key sections that are explained below.

**Section 1 – Non-Competitive Procurement Trend**

Federal regulations and Board Policy require that all procurements be conducted in a manner which fosters full and open competition. In certain instances however, competition is not feasible or practical. This section of the report summarizes the trend and relationship of non-competitive spend to total spend. All individual non-competitive contract awards exceeding \$100,000 are presented to the Board of Commissioners for approval prior to award. Other non-competitive expenditures must be approved by the appropriate Division Vice President, the Vice President of Procurement, and the President & CEO prior to award.

**Section 2 – Procurement Contract Awards**

This report lists all major (>\$100,000) contract awards during the reporting period and the relevant contract information for each. Information in this report is now listed in descending contract dollar value as requested previously by the Committee.

### **Section 3 – Contract Modifications**

This report lists all contract modification actions executed during the period where the total revised contract amount exceeds \$100,000. Contract modifications include changes to contract scope, exercise of options and extensions, or other actions effecting the contract term. Information in this report is listed in descending contract dollar value as requested previously by the Committee.

### **Section 4 – Davis Bacon Act Projects**

The Davis Bacon Act requires that all construction contracts financed with Federal assistance contain provisions requiring that all laborers and mechanics employed by the contractors or subcontractors who work on the project must be paid wages not less than those established for the area by the Secretary of Labor. The contractors listed in this section submit weekly “certified payrolls” to BSD, which we monitor in accordance with the regulatory requirements.

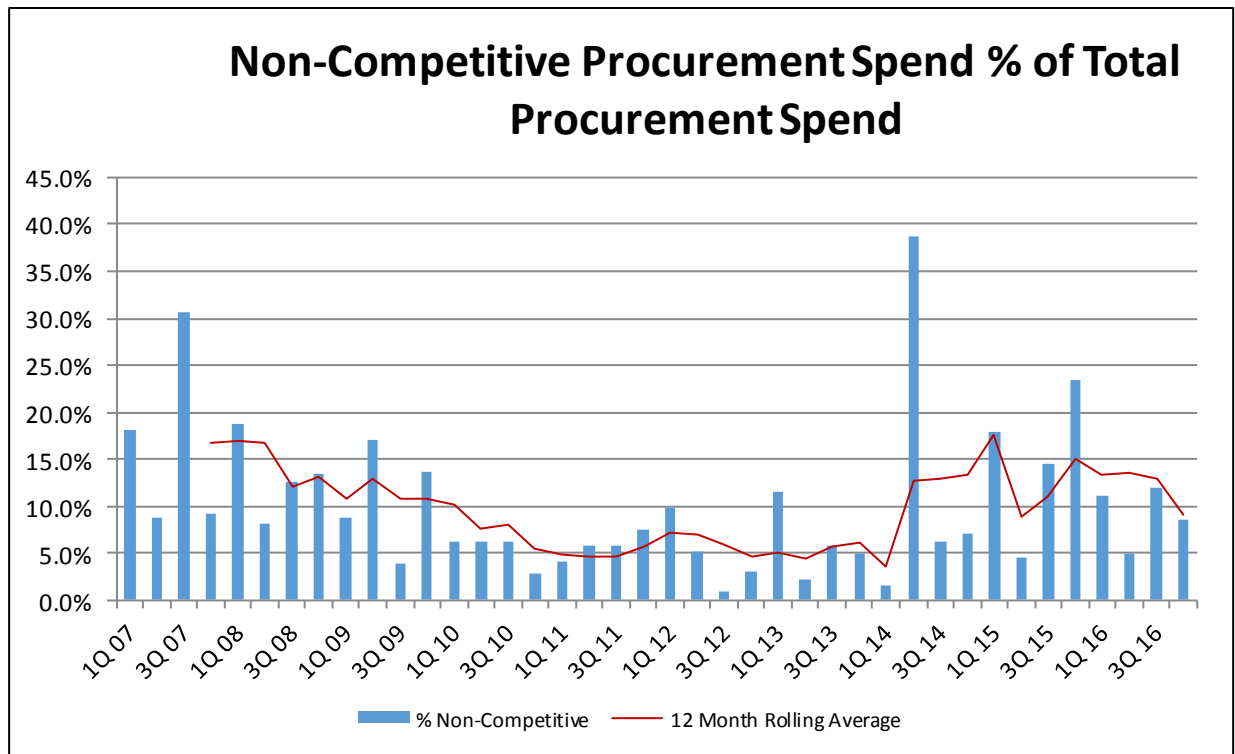
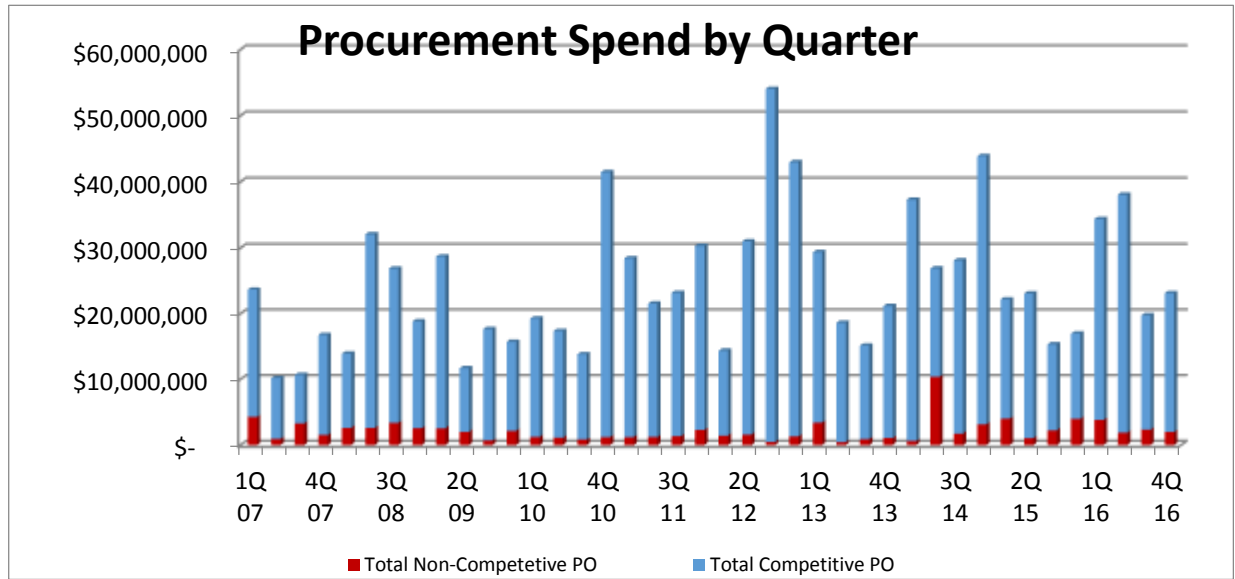
### **Section 5 – Procurement Card Administration**

BSD’s Procurement Department administers a Procurement Card Program, which provides a means for cardholders to procure low-dollar goods and services independently. This program reduces the administrative burden of processing Purchase Orders and Check Requests for small dollar purchases (typically less than \$2500). The report included in this section details the overall volume of transactions and information related to procedural violations and administrative actions on those violations.

Please feel free to contact me with any suggestions, questions, or information requests that you may have.

# **Procurement Activity Report** **Non-Competitive Procurement Trend** **Fourth Quarter FY2016**

Fourth Quarter 2016 Non-Competitive Procurements totaled \$1,966,522 or 8.5% of total Purchase Order Commitment volume of \$23,122,163. Last 12 months Non-Competitive Procurements totaled \$9,965,009 or 8.6% of total Purchase Order Commitment volume of \$115,284,325.



**CONTRACT AWARDS EXCEEDING \$100,000**  
**JULY 1, 2015 - JUNE 30, 2016**

<u>Number</u>	<u>Rev</u>	<u>Description</u>	<u>Type</u>	<u>Order Date</u>	<u>Supplier</u>	<u>Amount</u>	<u>Buyer</u>	<u>Closure Status</u>	<u>DBE Goal</u>
51038	1	15-SB-101735-DAB Purchase & Delivery of Ultra Low Sulfur #2 Diesel and B5 Biodiesel, Two Base Years, Period of Performance December 1, 2015 - November 30, 2017	Contract Purchase Agreement	11/24/15	MANSFIELD OIL COMPANY	\$ 31,044,254	Baldwin, Deborah	Open	0%
51211	0	15-RFP-100793-DH Heavy Duty Transit Buses - TASK ORDER #1	Standard Purchase Order	12/17/15	GILLIG LLC	\$ 11,450,348	Hill, Diana	Open	0%
		15-RFP-101626-CG Agreement for Legal Counsel, Three Base Years and Two Option years, period of performance November 19, 2015 - November 18, 2020.		11/19/15	VARIOUS (13 Firms)	\$ 10,000,000	Gates, Carol	Open	0%
52287	0	16-SB-102360-CB Metro Downtown Transit Center-Period of Performance April 3, 2016 - July 31, 2017	Standard Purchase Order	03/31/16	KCI CONSTRUCTION	\$ 7,267,000	Bonds, Charcita	Open	23%
50446	0	16-SB-101846-DGR Spruce Street Bridge Replacement, Period of Performance October 1, 2015 - June 30, 2016.	Standard Purchase Order	09/25/15	KOZENY WAGNER INC	\$ 5,283,793	Ramsay, David	Open	0%
50787	0	16-SB-101993-CB JNEM Arch Transportation System MG Set Replacement, Period of Performance November 2, 2015 - March 31, 2017.	Standard Purchase Order	11/02/15	HARLAN COMPANY (THE)	\$ 5,002,100	Bonds, Charcita	Open	7%
49639	0	15-RFP-101065-CB Design/Build Ewing Yard Retaining Wall Remediation Part 2, Period of Performance July 17, 2015 - September 2, 2016.	Standard Purchase Order	07/13/15	ST LOUIS BRIDGE CO	\$ 4,142,110	Bonds, Charcita	Open	23%
53013	0	16-RFP-102248-DR - Boyle Ave./CWE Metrolink Station Design & Construction Phase Services - Period of Performance: June 8, 2016 - January 31, 2019	Standard Purchase Order	06/14/16	HNTB ARCHITECTS ENGINEERS AND PLANNERS	\$ 2,432,373	Rowey, Deborah M	Open	9%
50705	0	16-SB-101807-DGR JNEM Gateway Arch Exhibit Rehabilitation, Period of Performance November 2015 - March 2016.	Standard Purchase Order	10/23/15	CONFERENCE TECHNOLOGIES INC	\$ 2,244,420	Ramsay, David	Open	0%
49668	0	Seven Refurbished Gillig 40' buses.	Standard Purchase Order	07/15/15	COMPLETE COACH WORKS	\$ 2,066,050	Hill, Diana	Open	0%
49533	0	15-SB-101657-DGR Missouri Radio System Tower Site Upgrades. Period of performance the end of July, 2015 - end of May, 2016.	Standard Purchase Order	07/02/15	IHC CONSTRUCTION COMPANIES LLC	\$ 1,811,308	Ramsay, David	Open	0%



**CONTRACT AWARDS EXCEEDING \$100,000**  
**JULY 1, 2015 - JUNE 30, 2016**

<u>Number</u>	<u>Rev</u>	<u>Description</u>	<u>Type</u>	<u>Order Date</u>	<u>Supplier</u>	<u>Amount</u>	<u>Buyer</u>	<u>Closure Status</u>	<u>DBE Goal</u>
52137	0	Replacement of Obsolete Audio Frequency Track Circuitry	Standard Purchase Order	03/22/16	ALSTOM SIGNALING OPERATION, LLC	\$ 1,072,461	Hill, Diana	Open	0%
49778	0	16-SB-101806-DGR Missouri Rail Tie Replacement Services, Period of Performance August, 2015 - December, 2015.	Standard Purchase Order	07/28/15	MUSSELMAN & HALL CONTRACTORS LLC	\$ 950,015	Ramsay, David	Open	0%
49525	1	15-SB-101528-CG Oracle Annual Maintenance - E-Business Suite, Two Base Years and Two Option Years, Period of Performance August 1, 2015 - July 31, 2019.	Contract Purchase Agreement	07/01/15	MYTHICS INC	\$ 894,867	Gates, Carol	Open	0%
53140	1	16-RFP-102886-CG Development and Implementation of Marketing Activities, Three Base Years and Two One Option Years, Period of Performance July 7, 2016 - July 6, 2019.	Contract Purchase Agreement	06/28/16	WERREMEYER, INC	\$ 600,000	Gates, Carol Renee	Open	0%
52921	1	16-SB-103084-DAB LED High Bay Lighting Fixtures	Standard Purchase Order	06/07/16	HOLT ELECTRICAL SUPPLIES INC	\$ 583,656	Baldwin, Deborah A	Closed	0%
52774	0	National Park Service - Arch Transportation System Tram Mechanics & Materials - FY15 and FY16 (April '15 - April '16)	Standard Purchase Order	05/24/16	NATIONAL PARK SERVICE	\$ 539,636	Dillard, Marian Denise	Closed	0%
51634	1	16-RFQ-102242-DAB Portable Bus Lifting System	Standard Purchase Order	02/02/16	NATION & FLETCHER INC	\$ 535,965	Baldwin, Deborah	Open	0%
50584	0	Annual Service Agreement for software monitoring & support of SCADA & PACIS systems provided by ARINC, Period of performance July 1, 2015 - June 30, 2020.	Contract Purchase Agreement	10/07/15	ARINC INCORPORATED	\$ 527,905	Wright, Diane	Open	0%
52731	0	16-SB-102785-CB Union Station Tunnel Temporary Repairs - Period of Performance 5/25/2016 thru 11/25/2016	Standard Purchase Order	05/18/16	L. KEELEY CONSTRUCTION CO.	\$ 498,110	Bonds, Charcita M	Open	0%
50894	0	Structural Engineering Services Arch Transportation System MG Replacement.	Standard Purchase Order	11/12/15	MAIDA ENGINEERING INC	\$ 429,993	Griffin, Sandra	Open	0%
49737	0	Transit Master Hardware/Software Agreement with Trapeze Group, Period of Performance July 1, 2015 - June 30, 2016.	Standard Purchase Order	07/22/15	TRAPEZE SOFTWARE GROUP	\$ 423,101	Hill, Diana	Closed	0%

**CONTRACT AWARDS EXCEEDING \$100,000**  
**JULY 1, 2015 - JUNE 30, 2016**

<u>Number</u>	<u>Rev</u>	<u>Description</u>	<u>Type</u>	<u>Order Date</u>	<u>Supplier</u>	<u>Amount</u>	<u>Buyer</u>	<u>Closure Status</u>	<u>DBE Goal</u>
50671	0	16-SS-102282-VH Transit Asset Managment Phase II Period of Performance October 26, 2015 - October 25, 2018	Standard Purchase Order	10/20/15	FOUR NINES TECHNOLOGIES	\$ 418,000	Haynes, Vickie	Open	0%
51625	0	16-RFP-102014-DR - Claims Administration & Risk Management Information System, Three Base Years and Two Option Years, Period of Performance February 1, 2016 - January 31, 2021	Contract Purchase Agreement	02/01/16	COMPUTER SCIENCES CORPORATION	\$ 372,310	Rowey, Deborah	Open	0%
52602	0	16-SB-102506-CG Underground Loop Fire Suppression System	Standard Purchase Order	05/05/16	GATEWAY FIRE PROTECTION SYSTEMS INC	\$ 361,237	Gates, Carol Renee	Open	0%
51783	0	16-RFP-101988-DH High Speed Printer/Encoder	Standard Purchase Order	02/17/16	ELLIOTT DATA SYSTEMS MIDWEST INC	\$ 324,044	Hill, Diana	Open	0%
52553	0	16-RFP-102011-CG On Call GEC Services/Multiple Disciplines, Three Base Years, Period of Performance April 1, 2016 - March 31, 2019	Contract Purchase Agreement	03/29/16	JACOBS ENGINEERING	\$ 300,000	Gates, Carol	Open	0%
52603	0	16-RFP-102791-CG On Call GEC Traction Power Engineering Services, Three Base Years and Two Option Years, Period of Performance May 5, 2016 - April 4, 2019.	Contract Purchase Agreement	05/05/16	STV INCORPORATED	\$ 300,000	Gates, Carol Renee	Open	0%
52337	0	16-RFP-102385-VH/DW On Call GEC Communication System Engineering Services, Period of Performance April 11, 2016 - April 10, 2021 - DBE Goal 0%	Contract Purchase Agreement	04/11/16	HNTB ARCHITECTS ENGINEERS AND PLANNERS	\$ 300,000	Wright, Diane	Open	0%
51461	0	Food and Supplies for Gateway Riverboats, Period of Performance January 1, 2016 - December 31, 2016	Standard Purchase Order	01/19/16	US FOODSERVICE INC	\$ 293,400	Griffin, Sandra	Open	0%
50804	0	16-RFQ-102171-2, Rotor Squirrel Cage Assembly and Wound Stator Core	Standard Purchase Order	11/03/15	SHERWOOD ELECTROMOTION INC	\$ 285,980	Baldwin, Deborah	Open	0%
50884	0	Arch Transporation System MG Sets Replacement Project, System Integration Related Services.	Standard Purchase Order	11/11/15	MAIDA ENGINEERING INC	\$ 281,110	Griffin, Sandra	Open	0%
51562	0	15-RFP-101653-DR - Pension Plan Actuarial Services, Period of Performance Three Base Years and Two Option Years - November 9, 2015 - December 8, 2020	Contract Purchase Agreement	11/05/15	MILLIMAN INC	\$ 278,850	Rowey, Deborah	Open	0%

**CONTRACT AWARDS EXCEEDING \$100,000**  
**JULY 1, 2015 - JUNE 30, 2016**

<u>Number</u>	<u>Rev</u>	<u>Description</u>	<u>Type</u>	<u>Order Date</u>	<u>Supplier</u>	<u>Amount</u>	<u>Buyer</u>	<u>Closure Status</u>	<u>DBE Goal</u>
50295	1	16-RFQ-102093-DAB Winter Storm Supplies, Period of Performance October 1, 2015 - September 30, 2016	Standard Purchase Order	09/15/15	W. W. GRAINGER INC	\$ 260,000	Baldwin, Deborah	Open	0%
52417		15-RFP-101356-DR Post 65 Retiree Medicare Exchange (Amalgamated Transit Union), Three Base Years and Two Option Years, Period of Performance January 1, 2016 - December 31, 2020	Contract Purchase Agreement	03/31/16	HEALTHSCOPE, INC	\$ 250,000	Rowey, Deborah	Open	0%
50745	1	16-SB-102052-CG Union Station Track Z-Crossing/DTC-Clark Avenue Improvements.	Standard Purchase Order	10/27/15	RAINERI CONSTRUCTION, LLC	\$ 246,938	Gates, Carol	Open	0%
49582	0	15-RFP-101675-CB On-Site Construction Management Services, Period of Performance July 8, 2015 - March 31, 2016.	Standard Purchase Order	07/08/15	JACOBS ENGINEERING GROUP INC	\$ 241,000	Baldwin, Deborah	Open	0%
50640	1	16-RFP-101944-VH Gateway Arch Ticketing Software, Period of Performance Oct 21, 2015 through October 20, 2018.	Standard Purchase Order	10/15/15	GATEWAY TICKETING SYSTEMS	\$ 219,250	Haynes, Vickie	Open	0%
53128	0	16-RFP-102778-SG Threat Vulnerability Assessment Consultant Two (2) Year Contract June 29, 2016 to June 28, 2018	Standard Purchase Order	06/24/16	ERNEST R. FRAZIER	\$ 195,723	Griffin, Sandra P	Open	0%
50061	0	14-SB-99133-DH Bulk Oils, Period of Performance September 2, 2015 - March 1, 2016.	Standard Purchase Order	08/24/15	WALLIS LUBRICANT INC.	\$ 194,520	Hill, Diana	Open	0%
52145	1	16-SB-102826-CB Purchase of Mohawk Lifts Brake Tester Equipment	Standard Purchase Order	03/23/16	MOHAWK RESOURCES LTD	\$ 190,169	Bonds, Charcita	Open	0%
50007	0	16-SB-101973-CB Replacement of Two Rooftop Heating Units and One A/C Unit at Central Facility, Period of Performance August 18, 2015 - November 11, 2015.	Standard Purchase Order	08/18/15	TRANE US, INC	\$ 181,876	Bonds, Charcita	Open	0%
50148	0	16-RFQ-102093-DAB Winter Storm Supplies, Period of Performance October 1, 2015 - September 30, 2016	Standard Purchase Order	08/31/15	LANGE-STEGMANN CO	\$ 178,750	Baldwin, Deborah	Open	0%
52003	0	16-SB-102518-CG Illinois Bus Garage Floor Repair	Standard Purchase Order	03/04/16	L. KEELEY CONSTRUCTION CO.	\$ 174,455	Gates, Carol	Open	0%
50401	0	15-RFP-101663-CG Engineering Design to Increase the Life of the MetroLink Elevators.	Standard Purchase Order	09/23/15	ROSS AND BARUZZINI INC	\$ 171,150	Gates, Carol	Open	0%

**CONTRACT AWARDS EXCEEDING \$100,000**  
**JULY 1, 2015 - JUNE 30, 2016**

<u>Number</u>	<u>Rev</u>	<u>Description</u>	<u>Type</u>	<u>Order Date</u>	<u>Supplier</u>	<u>Amount</u>	<u>Buyer</u>	<u>Closure Status</u>	<u>DBE Goal</u>
50608	0	15-SB-101727-DAB Water Jet Cutting Machine	Standard Purchase Order	10/09/15	FLOW INTERNATIONAL CORPORATION	\$ 170,760	Baldwin, Deborah	Closed	0%
50476	0	15-SB-101510-CG Services to Rebuild Twenty-seven (27) Alstom Model 5F Switch Machines.	Standard Purchase Order	09/29/15	ARROWHEAD INDUSTRIES LLC	\$ 149,265	Gates, Carol	Open	0%
52587	0	15-RFP-101514-DR - On-Call Internal Audit Consulting Services - Task Order No. 2 - Health Insurance Claims Audit - Period of Performance: May 9, 2016 - May 8, 2017	Standard Purchase Order	05/04/16	BKD, LLP	\$ 144,175	Rowey, Deborah M	Open	0%
51462	0	Food and Supplies for Gateway Riverboats, Period of Performance January 1, 2016 - December 31, 2016	Standard Purchase Order	01/19/16	SYSCO ST LOUIS LLC	\$ 129,000	Griffin, Sandra	Open	0%
51052	0	15-SB-101107-TJ Synthetic Transmission Fluid, Period of Performance November 11, 2015 - May 29, 2016.	Standard Purchase Order	11/30/15	WALLIS LUBRICANT INC.	\$ 128,250	Johnson, Theresa	Open	0%
49827	0	15-RFQ-101635-TJ Fuel Price Risk Management Consulting Services, Three Base Years and Two Option Years , Period of Performance August 1, 2015 - July 31, 2018	Contract Purchase Agreement	07/30/15	LINWOOD CAPITAL LLC	\$ 126,000	Johnson, Theresa	Open	0%
49744	0	SCADA and Public Address System Service Agreement, Five Base Years, Period of Performance July 1, 2015 - June 30, 2020.	Standard Purchase Order	07/22/15	ARINC INCORPORATED	\$ 123,853	Bonds, Charcita	Open	0%
51349	2	Monthly Medicare Complete Retiree Plan, Period of Performance January 1, 2016 - December 31, 2016	Standard Purchase Order	01/07/16	UNITEDHEALTHCARE INSURANCE CO	\$ 121,000	Rowey, Deborah	Open	0%
52138	0	16-SB-102735-CB Ewing Backup Generator-Period of Performance, March 24, 2016 - August 2, 2016	Standard Purchase Order	03/22/16	STREIB ELECTRIC COMPANY	\$ 110,919	Bonds, Charcita	Open	0%
49711	0	15-SB-101743-DH Furnish and Install 349 Task and Conference Room Chairs at Met Square.	Standard Purchase Order	07/20/15	INTERIOR INVESTMENTS OF ST LOUIS	\$ 109,096	Hill, Diana	Closed	0%
51961	0	15-RFP-101482-DAB Portable Call-A-Ride Lifting Jacks and Stands	Standard Purchase Order	03/02/16	NEUMAYER EQUIPMENT COMPANY	\$ 104,883	Baldwin, Deborah	Open	0%

**CONTRACT AWARDS EXCEEDING \$100,000**  
**JULY 1, 2015 - JUNE 30, 2016**

<u>Number</u>	<u>Rev</u>	<u>Description</u>	<u>Type</u>	<u>Order Date</u>	<u>Supplier</u>	<u>Amount</u>	<u>Buyer</u>	<u>Closure Status</u>	<u>DBE Goal</u>
51203	0	Kronos Annual Maintenance, Period of Performance January 23, 2016 - January 22, 2017.	Standard Purchase Order	12/16/15	KRONOS	\$ 103,391	Haynes, Vickie	Closed	0%
52531	0	16-RFP-102793-VH/DW On Call GEC Signal Systems Engineering Services - Period of Performance May 1, 2016 - April 30, 2021 - DBE Goal 0%	Contract Purchase Agreement	04/28/16	ISIS CONSULTANTS LLC	\$ 100,000	Wright, Diane	Open	0%

Contract Modifications  
July 1, 2015-June 30, 2016

Contract #	Task Order	Mod #	Description	Reason for Mod	Contractor	DBE %	Original Contract Amount	Mod Date	Mod Amount	Revised Contract Amount	Funding Source	# Days Extended	# of Extensions to Date
12-SB-5786-MM		6	Eads Bridge Rehabilitation	Time Extension	St. Louis Bridge Construction Company	12%	\$36,326,412	01/12/16	\$ -	\$40,360,704	MO-96-X005 MO-90-X279 MO-90-X281 Prop M	180	2
13-RFP-5980-SG		9	Security & Fare Enforcement Services	Additional Funds Change in Scope	Securitas Security Services USA, Inc.	0%	\$3,235,705	05/11/16	\$ 266,080	\$11,453,054	Operations	0	0
13/RFP-5980-SG		8	Security & Fare Enforcement Services	Additional Work Additional Funds	Securitas Security Services USA, Inc	10%	\$3,235,705	02/10/16	\$ 87,182	\$11,186,974	Operations	0	0
13-RFP-5980-SG		7	Security & Fare Enforcement Services	Additional Work Additional Funds	Securitas Security Services USA, Inc	10%	\$3,235,705	12/16/15	\$ 100,000	\$11,099,792	Operations	0	0
13-RP-5980-SG		6	Security and Fare Enforcement	Change in Scope Additional Funds	Securitas Security Services USA, Inc.	10%	\$3,235,705	09/18/15	\$ 731,381	\$10,999,792	Operations	0	0
10-RFP-5564-DH	23		Automatic Fare Collection and Smart Card System	Change in Scope	Indra, USA	0%	\$6,625,896	03/29/16	\$ 65,907	\$10,876,695	MO-04-0113 MO-05-0028 Prop M SCCTD	0	0
10-RFP-5564-DH	22		Fare Collection	Change in Scope	Indra, USA	0%	\$6,625,896	12/03/15	\$ 64,338	\$10,810,788	MO-04-0113 MO-05-0028 Prop M SCCTD	0	0
10-RFP-5564-DH		10	Automatic Fare Collection and Smart Card System	Change Order 20	Indra, USA	0%	\$6,625,896	07/01/15	\$ 100,000	\$10,746,450	MO-90-X231 Prop M SCCTD	0	0
13-RFP-5949-DH		2	Communications System Agreement	Time Extension	Motorola Solutions, Inc.	0%	\$9,533,163	07/01/15	\$ -	\$ 9,533,163	MO-90-X204 Prop M	45	1
16-SB-101846-DGR		1	Spruce Street Bridge Replacement	Change in Scope	KozenyWagner, Inc.	0%	\$5,283,793	06/15/16	\$ 51,418	\$ 5,335,210	MO-95-X266 MO-54-0001 Prop M	0	0
15-SB-100842-CB		4	North County Transfer Center - Phase 1	Change in Scope	C Rallo Contracting	15%	\$5,085,000	02/10/16	\$ 133,593	\$ 5,315,791	MO-90-X296	90	1

Contract Modifications  
July 1, 2015-June 30, 2016

Contract #	Task Order	Mod #	Description	Reason for Mod	Contractor	DBE %	Original Contract Amount	Mod Date	Mod Amount	Revised Contract Amount	Funding Source	# Days Extended	# of Extensions to Date
15-SB-100842-CB	6	7	North County Transfer Center - Phase I	Change in Scope	C Rallo Contracting	15%	\$5,085,000	05/31/16	\$ 63,749	\$ 5,305,606	MO-90-X296	0	0
15-SB-100842-CB		6	North County Transfer Center - Phase 1	Change in Scope	C Rallo Contracting	15%	\$5,085,000	03/25/16	\$ 12,113	\$ 5,241,857	MO-90-X296	90	1
15-SB-100842-CB		5	North County Transfer Center - Phase 1	Change in Scope	C Rallo Contracting	15%	\$5,085,000	03/04/16	\$ (86,047)	\$ 5,229,744	MO-90-X296	90	1
15-SB-100842-CB		3	North County Transfer Center - Phase 1	Time Extension	C Rallo Contracting	15%	\$5,085,000	01/25/16	\$ -	\$ 5,182,197	MO-90-X296	90	1
16-SB-100842-CB		2	North County Transfer Center -Phase 1 Mod 2	Change in Scope	C Rallo Contracting	0%	\$5,085,000	09/24/15	\$ 44,808	\$ 5,182,197	MO-90-X296	0	0
16-SB-100842-CB		1	North County Transfer Center -Phase 1 Mod 1	Change in Scope	C Rallo Contracting	0%	\$5,085,000	09/22/15	\$ 52,389	\$ 5,137,389	MO-90-X296	0	0
13-SB-5933-DGR		4	Illinois Slope Stabilization Services & Scour	Time Extension	Illinois Excavators, Inc.	15%	\$4,705,629	07/01/15	\$ -	\$ 4,857,874	CAP-11-986-ILL SCCTD	180	1
11-RFP-5737-DGR		9	Elevator and Escalator Full Maintenance and Repair	Change in Scope	ThyssenKrupp Elevator Corporation	0	\$2,092,660	11/03/15	\$ -	\$ 3,738,837	Operations	0	0
11-RFP-5737-DGR		8	Elevator and Escalator Full Maintenance and Repair	Exercise Option Year 2	ThyssenKrupp Elevator Corporation	0%	\$2,092,660	10/16/15	\$ 100,000	\$ 3,738,837	Operations	0	0
11-RFP-5737-DGR	4	7	Elevator and Escalator Full Maintenance and Repair	Additional Funds	ThyssenKrupp Elevator Corporation	0%	\$2,092,660	07/20/15	\$ 19,968	\$ 3,638,837	Operations	0	0
12-RFP-5883-DGR		3	ML Structures Inspection ProGram Engineering Services	Exercising Option Yr 1	Juneau Associated, Inc.	15%	\$2,512,030	02/12/16	\$ 930,000	\$3,632,030	Operations	0	0

Contract Modifications  
July 1, 2015-June 30, 2016

Contract #	Task Order	Mod #	Description	Reason for Mod	Contractor	DBE %	Original Contract Amount	Mod Date	Mod Amount	Revised Contract Amount	Funding Source	# Days Extended	# of Extensions to Date
11-RFP-5737-DGR		6	Elevator and Escalator Full Maintenance and Repair	Exercise Option Year 2	ThyssenKrupp Elevator Corporation	0%	\$2,092,660	07/02/15	\$ 684,486	\$ 3,618,869	Operations	0	0
14-RFP-100998-DR		1	Metro Operator Uniforms	Additional Funds	Leon Uniform Company	0%	\$3,257,250	07/08/15	\$ 80,000	\$ 3,337,250	Operations	0	0
11-RFP-5690-CB		3	Track Maintenance Services	Time Extenson	Ironhorse, Inc.	0%	\$1,737,448	02/17/16	\$ 715,788	\$ 3,269,024	Operations	60	1
14-RFP-100998-DR		2	Metro Operator Uniforms	Change in Scope	Leon Uniform Company	0%	\$3,257,250	04/08/16	\$ -	\$ 3,257,250	Operations	0	0
12-RFP-5883-DGR		2	ML Structures Inspection ProGram Engineering Services	Additional Work Additional Funds	Juneau Associated, Inc.	15%	\$2,512,030	11/30/15	\$ 190,000	\$2,702,030	Operations	0	0
13-RFP-5995-CB		4	Design & Construction Phase Services North County Transfer Center Phase I & II	Change in Scope	NCTC-2013 JV	13%	\$2,243,447	12/02/15	\$ 33,533	\$ 2,629,087	MO-95X015 & STCF	0	0
13-RFP-5995-CB		3	Design & Constrution Phase Services North County Transfer Center Phase 1 & 2	Change in Scope	NCTC-2013 JV	13%	\$2,243,447	09/01/15	\$ 27,604	\$ 2,595,555	MO-95X015 STCF	0	0
16-SB-101807-DGR		1	JNEM Gateway Arch Exhibit Rehabilitation	Time Extsion	Conference Technologies, Inc.	0%	\$2,244,420	03/08/16	\$ -	\$ 2,244,420	JNEM Beneficial Fund	365	1
15-SB-101657-DGR		1	Missouri Radio System Tower Site Upgrades	Additional Work Additional Funds	IHC Construction Company, LLC	0%	\$1,811,308	06/29/16	\$ 105,012	\$ 1,916,320	MO-90-X231 Prop M SCCTD	0	0
14-RFP-99435-TJ		1	Natural Gas Supply/Marketer	Exercise Option Yr 1	Laclede Energy Resources	0%	\$1,082,344	04/07/16	\$568,761	\$ 1,651,106	Operations	0	0
13-SB-5935-SS/SG		2	Bus Shelter/Transit Center Cleaning Optioin Year Two	Exercise Option Yr 2	Mers/Goodwill	0%	\$802,302	01/27/16	\$ 403,804	\$ 1,609,911	Operations	0	0



Contract Modifications  
July 1, 2015-June 30, 2016

Contract #	Task Order	Mod #	Description	Reason for Mod	Contractor	DBE %	Original Contract Amount	Mod Date	Mod Amount	Revised Contract Amount	Funding Source	# Days Extended	# of Extensions to Date
15-SS-101454-DW		2	Tunnel #2 and Skinker Station/ Tunnel #3 Big Bend Station Leak Remediation	Change in Scope	Gall Zeidler Consultants, LLC	0%	\$1,533,152	05/02/16	\$ 11,200	\$ 1,544,352	Self Insured Claimes Liability Account	90	1
15-SS-101454-DW		1	Tunnel #2 and Skinker Station/Tunnel #3 Big Bend Station Leak Remediation	Time Extension	Gall Zeidler Consultants, LLC	0%	\$1,533,152	03/30/16	\$ -	\$1,533,152	Self Insured Claimes Liability Account	90	1
12-SB-5831-DAB		3	Brentwood Bus Cleaning	Exercise Option Yr 3	World Management	15%	\$529,886	01/25/16	\$ 275,857	\$ 1,347,378	Operations	0	0
14-SB-99536-DR		1	Temporary Help Services	Change in Scope	Staffing Solutions	0%	\$1,208,677	03/02/16	\$ 133,075	\$ 1,341,752	Operations	0	0
12-SB-5833-DAB		3	DeBaliviere Bus Cleaning	Exercise Option Year 2	MERS/Goodwill	15%	\$617,776	10/21/15	\$ 338,335	\$ 1,294,446	Operations	0	0
15-SB-101008-SG		1	Metro Armored Car Services	Base Yrs 2 & 3	Loomis	0%	\$407,782	05/02/16	\$ 830,904	\$ 1,238,686	Operations	0	0
11-SB-5788-CE/DAB		3	CAR Van Cleaning Option Year three	Exercise Option Year 3	World Management Inc.	12%	\$478,806	09/03/15	\$ 252,197	\$ 1,218,552	Operations	0	0
PO 45652 Req 107874	3	3	Agreement for Engineering, Design and Development of Bid Documents for the Replacement of Arch Transportation System Motor Generator Sets with Variable Frequency Drives in Each Leg of the Arch.	Change in Scope	Maida Engineering, Inc	0%	\$581,100	01/07/16	\$ 166,550	\$ 1,210,143	JNEM Beneficial Funds	0	0
14-RFP-99256-DAB		1	Brentwood Facility Cleaning	Exercise Option Yr 1	ISS Facility Services, Inc.	25%	\$791,168	06/14/16	\$ 395,584	\$ 1,186,752	Operations	0	0

Contract Modifications  
July 1, 2015-June 30, 2016

Contract #	Task Order	Mod #	Description	Reason for Mod	Contractor	DBE %	Original Contract Amount	Mod Date	Mod Amount	Revised Contract Amount	Funding Source	# Days Extended	# of Extensions to Date
P.O. 106658		2	Agreement for Engineering, Design and Development of Bid Documents for the Replacement of Arch Transportation System Motor Generatory Sets with Variable Frequency Drives in Each Leg of the Arch.	Change in Scope	Maida Engineering, Inc.	0	\$581,100	11/09/15	\$ 429,993	\$ 1,043,593	JNEM Beneficial Funds	0	0
12-SB-5832-DAB		5	Central (Main Shop) Industrial Facility Cleaning	Time Extension Additional Funds	LRL Commercial Cleaning, Inc.	25%	\$429,846	06/13/16	\$ 54,481	\$ 974,053	Operations	180	2
12-RFP-5919-MM		5	Downtown Transfer Center	Change in Scope	Arcturis	15%	\$558,657	06/09/16	\$ 286,963	\$ 922,486	MO-04-0113 Prop M	130	2
12-SB-5832-DAB		1	Central (Main Shop) Industrial Facility Cleaning	Time Extension	LRL Commercial Cleaning, Inc.	25%	\$ 381,846	02/19/16	\$ 54,481	\$ 919,572	Operations	90	1
12-SB-5823-EM/TJ		3	Illinois Bus Facility Cleaning	Exercise Option Yr 3	World Management, Inc.	17%	\$182,176	02/12/16	\$ 182,176	\$ 910,879	Operations	0	0
12-RFP-5918-SS/SG		1	Bus Shelter Advertising Sales and Service	Time Extension	Lamar Obie Corporation	0%	\$608,852	01/05/16	TBD	\$ 792,992	Operations	30	1
15-SB-100690-SM/CG		2	Tactile Warning Strip Replacement II	Change in Scope	L. Kelley	19%	\$718,062	02/10/16	\$ (68,396)	\$ 667,057	MO-90-X281 Prop M	0	0
13-SB-5989-CB		1	Missouri Ground Maintenance & Landscaping	Exercise Option Yr 1	Ideal Landscape Management, Inc.	17%	\$465,948	06/24/16	\$ 160,310	\$ 626,258	Operations	0	0
12-SB-5838-EM/TJ		2	St. Clair Yards & Shops Facility Cleaning	Exercise Option Yr 2	MERS/Goodwill	0%	\$ 361,947	02/10/16	\$ 120,649	\$ 603,245	Operations	0	0

Contract Modifications  
July 1, 2015-June 30, 2016

Contract #	Task Order	Mod #	Description	Reason for Mod	Contractor	DBE %	Original Contract Amount	Mod Date	Mod Amount	Revised Contract Amount	Funding Source	# Days Extended	# of Extensions to Date
15-SB-101554-DGR		1	Feeder Wire Rehabilitation & Substation Waterproofing @ MO-08 & 09	Additional Funds Change in Scope	TGB, Inc.	95%	\$568,286	02/08/16	\$ 2,938	\$ 571,224	MO-05-0028 Prop M	0	0
13-SB-5990-CB		1	Illinois Ground Maintenance & Landscaping	Exercise Option Yr 1	Ideal Landscape Management, Inc.	17%	\$386,710	06/24/16	\$ 132,590	\$ 519,300	Operations	0	0
15-SB-100757-SM/CG	4	1	Shrewsbury Station Pavement & Wall Repairs	Adjustment to Pay Allowance	St. Louis Bridge Construction Company - Arnold	17%	\$576,890	11/11/15	\$ (63,568)	\$ 513,322	MO-05-0028	0	0
15-SS-101268-DW		1	JNEM AV/IT Software Production Contract	Time Extension Change in Scope	Aperture Films, Ltd.	0%	\$497,550	03/14/16	\$ -	\$ 497,550	JNEM - OP	365	1
11-SB-5688-CB		10	Refuse Removal Services Mod 10	Time Extension	Allied Waste	0%	\$170,925	01/26/16	\$ 11,944	\$ 488,694	Operations	150	2
14-RFP-99005-SS/VH		3	On-Call Graphic Design Services	Additional Funds	Werremeyer	0%	\$341,600	03/24/16	\$ 69,000	\$ 480,600	Operations	0	0
11-SB-5688-CB		9	Refuse Removal Services	Time Extension	Allied Waste Inc.	0%	\$170,925	10/20/15	\$ 20,857	\$ 476,750	Operations	180	1
13-RFP-5991-DR/VH/MD	3	4	On-Call Information Technology Consulting Services ERP Analyst III- Oracle HCMS	Time Extension Additional Funds	Randstad Technologies	0%	\$61,360	06/22/16	\$ 92,040	\$ 460,200	Operations	0	0
13-SB-5857-TJ		4	Uniform Rental & Cleaning Services	Change in Scope Time Extension	G&K Services	0%	\$529,886	04/27/16	\$ 23,476	\$ 422,558	Operations	180	2
14-RFP-100638-SG		2	Passenger Counting & Surveying	Exercise Option Yr 1 Additional Work	Critique Personnel, Inc.	10%	\$165,720	08/20/15	\$ 230,020	\$ 420,740	Operations	0	0
14-RFP-99005-SS/VH		2	On-Call Graphic Design Services	Additional Funds	Werremeyer	0%	\$341,600	02/24/16	\$ 50,000	\$ 411,600	Operations	0	0

Contract Modifications  
July 1, 2015-June 30, 2016

Contract #	Task Order	Mod #	Description	Reason for Mod	Contractor	DBE %	Original Contract Amount	Mod Date	Mod Amount	Revised Contract Amount	Funding Source	# Days Extended	# of Extensions to Date
13-SB-5857-TJ		3	Uniform Rental & Cleaning Services	Time Extension	G & K Services	0%	\$ 187,803	02/18/16	\$ 23,476	\$ 399,082	Operations	90	1
13-RFP-5974-SS/DR		1	Gateway Arch Communication Services	Exercise Option Yr 1	Common Ground Public Relations	0%	\$285,000	05/18/16	\$ 100,000	\$ 385,000	Operations	0	0
11-RFP-5732-DW	CO 2	2	Motorola Solutions Inc., Service Agreement	Time Extension	Motorola Solutions, Inc.	0%	\$376,800	09/09/15	\$ -	\$ 376,800	MO-90-X204	365	1
11-RFP-5724-SG		4	Testing of Fire Protection Systems	Time Extnsion	SimplexGrinnell	0%	\$67,033	03/04/16	\$ 26,268	\$ 364,064	Operations	45	1
14-RFP-99005-SS/VH		1	On-Call Graphic Design Services	Exercise Option Yr 1	Werremeyer	0%	\$341,600	01/14/16	\$ 20,000	\$ 361,600	Operations	0	0
11-SB-5751-CB	CO 3	2	Roadbed Spraying Services	Exercise Option Year 2	Asplundh Tree Expert Co.	0%	\$209,134	07/24/15	\$ 73,269	\$ 354,455	Operations	0	0
11-RFP-5756-DP/DAB		3	Safety Footwear Services	Time Extension	Red Wing	0%	\$185,000	08/11/15	\$ -	\$ 345,000	Operations	90	1
12-RFP-5845-SG		2	Metro Broker of Record Services	Exercise Option Yr 2	Artury J. Gallagher Risk Management Svcs, Inc	10%	\$202,500	03/04/16	\$ 67,500	\$ 337,500	Operations	0	0
14-SB-99081-SM/CG		1	Arch Bike Trail Signage	Time Extension	Star Signs, LLC	0%	\$286,266	01/04/15	\$ -	\$ 286,266	MO-20-X001	180	2
16-SB-102052-CG	5	3	Union Station Track Z-Crossing/DTC-Clark Ave Improvements	Change in Scope	Raineri Construction, LLC	0%	\$246,938	06/23/16	10671.54	\$ 280,201	Operations	0	0
IFB-16-SB-102052-CG		2	Union Station Track Z-Crossing/DTC-Clark Avenue Improvements	Change in Scope	Raineri Construction, LLC	0%	\$247,237	04/07/16	\$ 22,292	\$ 269,530	MO-54-001	0	0

Contract Modifications  
July 1, 2015-June 30, 2016

Contract #	Task Order	Mod #	Description	Reason for Mod	Contractor	DBE %	Original Contract Amount	Mod Date	Mod Amount	Revised Contract Amount	Funding Source	# Days Extended	# of Extensions to Date
15-RFP-101675-CB		3	On-Site Construction Management Services	Time Extension	Jacobs Project Management Co.	0%	\$240,259	05/10/16	\$ 8,000	\$ 256,259	Operations	60	1
14-SB-99081-SM/CG		2	Arch Bike Trail Signage	Change in Scope	Star Signs, LLC	0%	\$286,266	06/06/16	\$ (37,993)	\$248,273	MO-20-X001	180	2
15-RFP-101675-CB		2	On-Site Construction Management Services	Additional Time	Jacobs Project Management Company	0%	\$240,259	04/01/16	\$ 8,000	\$ 248,259	Operations	60	1
IFB-16-SB-102052-CG		1	Union Station Track Z-Crossing/DTC-Clark Avenue Improvements	Time Extension	Raineri Construction, LLC	0%	\$246,938	01/28/16	\$ -	\$ 246,938	MO-54-001-Prop M	30	1
15-RFP-101675-CB		1	On-Site Construction Management Services	Change in Scope	Jacobs Project Management Co.	0%	\$240,259	07/29/15	\$ -	\$ 240,259	MO-90-X296	0	0
13-RFQ-5947-SS/VH		4	Consulting & Design Services for Annual Report	Additional Funds	Falk Harrison	0%	\$37,300	05/13/16	\$ 50,000	\$ 233,467	Operations	365	1
13-RFP-5961-SG/DR		4	Metro Background Check Additional Funds	Additional Funds	Inquiries, Inc.	0%	\$ 107,313	06/23/16	\$ 35,770	\$ 214,999	Operations	180	2
13-SB-5985-DGR		4	Feeder Wire Rehaabilitation & Substation Waterproofing @ MO-12	REDUCE COST	Reinhold Electric, Inc.	15%	\$234,408	09/25/15	\$ (40,063)	\$ 198,637	MO-05-0028 Prop M	0	0
13-RFP-5961-SG/DR		3	Metro Background Check	Time Extension	Inquiries, Inc.	0%	\$ 107,313	03/23/16	\$ 35,000	\$ 179,229	Operations	180	1
13-SB-6006-CB		1	Unisonic Rail Testing	Exercise Option Yr 1	Sperry Rail Inc.	0%	\$132,319	04/08/16	\$ 45,882	\$ 178,201	Operations	0	0

Contract Modifications  
July 1, 2015-June 30, 2016

Contract #	Task Order	Mod #	Description	Reason for Mod	Contractor	DBE %	Original Contract Amount	Mod Date	Mod Amount	Revised Contract Amount	Funding Source	# Days Extended	# of Extensions to Date
14-SB-99514-CB		2	HVAC System Repair and Preventative Maintenance- Headquarters Building & Gateway Arch Riverboats	Change in Scope	Trane Company	0	\$85,122	11/05/15	\$ -	\$ 170,244	Operations	0	0
14-RFP-100702-VH		1	Transit Asset Management	Change in Scope	Four Nines Tecnology	0%	\$130,720	08/20/15	\$ 24,000	\$ 154,720	Operations	180	2
13-RFQ-5947-SS/VH		3	Consulting and Design Service for Annual Report	Exercise Option Year 3	Falk Harrison	0%	\$35,000	09/09/15	\$ 45,000	\$ 150,000	Operations	0	0
10-RFQ-5654-DR		7	Material Safety Data Sheet Chemical Management System- Year 2	Time Extension	Safetec Compliance Systems, Inc.	0%	\$45,540	09/22/15	\$ 5,455	\$ 145,085	Operations	180	2
13-SB-5960-TJ		1	Oil Testing & Analysis	Exercise Option Yr 1	ANA Laboratories, Inc	0%	\$99,128	01/28/16	\$ 33,043	\$ 132,170	Operations	0	0
15-RFP-101596-VH/MD		1	Metro Website Redesign	Change in Scope	Dovetail	0%	\$87,450	05/18/16	\$ 31,550	\$ 119,000	Operations	0	0
15-RFP-101566-CB		3	Procedure Review Consultant Services	Time Extsion	CGN Global	0%	\$106,915	03/29/16	\$ -	\$ 115,000	2014-RA-00032	61	2
15-RFP-101566-CB		2	Procedure Review Consultant Services	Time Extension	CGN Global	0%	\$106,915	01/28/16	\$ -	\$ 115,000	2014-RA-00032	30	1
15-RFP-101566-CB		1	Procedure Review Consultant Services	Change in Scope	CGN Global	0%	\$106,915	11/17/15	\$ 8,085	\$ 115,000	TSGP Funds - 2014-RA-00032	0	0
14-RFP-99224-DR		2	Fare Collection Web Design	Time Extension Additional Funds	Toky Branding & Design	0%	\$99,238	09/11/15	\$ 900	\$ 100,138	Federal	90	1

## Prevailing Wage Report Fiscal Year 2016 January 1, 2016 - March 31, 2016

**Project:** 12-SB-5786-MM EADS BRIDGE REHABILITATION FTA Grant No. MO-96-x005; MO-90-x279; MO-90-x281

**Project Control ID:** Is Community Hiring Goal a Requirement: No

Prime Contractor	Subcontractor	Sub Subcontractor	Sub Sub Subcontractor	Sub Sub Sub Subcontractor
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6362963300

ST. LOUIS BRIDGE COMPANY

Start Date: 03/06/2012 End 06/30/2016  
Contract Amount: \$36,326,411.91

655 LANDMARK DRIVE ,  
ARNOLD , MO 63010

636-274-0802

ATK SAFETY SUPPLY INC

Start Date: 10/05/2012

End Date: 05/25/2013

314-524-6111

B & P Construction, Inc.

Start Date: 10/02/2012

End Date: 09/10/2013

773-721-9350

Era Valdivia Contractors Inc

Start Date: 03/23/2013

End Date: 04/25/2014

314-892-2963

M.T.C. Construction dba K. Bates Steel

Start Date: 09/11/2012

End Date: 11/14/2014

6364753500

THOMAS INDUSTRIAL COATINGS, INC.

Start Date: 08/19/2012

End Date: 11/14/2014

314-773-8813

WESTERN WATERPROOFING

Start Date: 07/06/2013

End Date: 01/24/2014

618-398-7575

Wissehr Electrical Contractor

Start Date: 09/09/2012

End Date: 11/14/2014

**Project:** 13-SB-5933-DGR ILLINOIS SLOPE STABILIZATION SERVICES & SCOUR PROTECTION PHASE 2 IDOT Grant IL CAP-11-98-ILL

**Project Control ID:** Is Community Hiring Goal a Requirement: No

Prime Contractor	Subcontractor	Sub Subcontractor	Sub Sub Subcontractor	Sub Sub Sub Subcontractor
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6182823844

ILLINOIS EXCAVATORS, INC.

Start Date: 08/01/2013

End 06/30/2016

Contract Amount: \$4,705,629.45

55 E. MILL STREET ,  
RUMA , IL 62278

3148698000  
COLLINS & HERMANN

Start Date: 06/27/2013

618-277-4280  
MAYER LANDSCPAING INC

Start Date: 07/10/2013

6185669117  
N & W HORIZONTAL BORING CO.

Start Date: 06/27/2013

636-978-0752  
PJR ASSOCIATES

Start Date: 06/27/2013

Project: 14-SB-99081-SM ARCH BIKE TRAIL SIGNAGE FTA Grant No. MO-20-x001 and GRG District

Project Control ID: Is Community Hiring Goal a Requirement: No

Prime Contractor

Subcontractor

Sub Subcontractor

Sub Sub Subcontractor

Sub Sub Sub Subcontractor

7853121020

STAR SIGNS

Start Date: 07/07/2014

End 07/07/2016

Contract Amount: \$286,266.00

801 E. 9TH STREET ,  
LAWERENCE , KS 66044

Project: 15-RFP-101065-CB EWING YARD RETAINING WALL REMEDICATION PART 2 - FTA Grant Nos. MO-05-0028, MO-54-001, MO-90-x296

Project Control ID: Is Community Hiring Goal a Requirement: No

Prime Contractor

Subcontractor

Sub Subcontractor

Sub Sub Subcontractor

Sub Sub Sub Subcontractor

6362963300

ST. LOUIS BRIDGE COMPANY

Start Date: 08/02/2015

End 09/02/2016

Contract Amount: \$4,142,110.00

655 LANDMARK DRIVE ,  
ARNOLD , MO 63010

6369378300  
D & S FENCING CO INC

Start Date: 11/20/2015



<b>Project:</b> 15-SB-100690-SM TACTILE WARNING STRIP REPLACEMENT II FTA Grant No. MO-90-x281				
<b>Project Control ID:</b>		<b>Is Community Hiring Goal a Requirement:</b> No		
<b>Prime Contractor</b>	<b>Subcontractor</b>	<b>Sub Subcontractor</b>	<b>Sub Sub Subcontractor</b>	<b>Sub Sub Sub Subcontractor</b>
3144215933				
L. Keeley		Start Date: 10/06/2014	End	12/01/2015
		Contract Amount: \$718,062.00		
2901 Falling Springs Road , Sauget , IL 62206				
	3147310800			
	X-L CONTRACTING, INC.	Start Date: 11/04/2014		
		Contract Amount: \$134,730.00		

<b>Project:</b> 15-SB-100757-SM SHREWSBURY PAVEMENT AND WALL REPAIR FTA Grant No. MO-05-0028				
<b>Project Control ID:</b>		<b>Is Community Hiring Goal a Requirement:</b> No		
<b>Prime Contractor</b>	<b>Subcontractor</b>	<b>Sub Subcontractor</b>	<b>Sub Sub Subcontractor</b>	<b>Sub Sub Sub Subcontractor</b>
6362963300				
ST. LOUIS BRIDGE COMPANY		Start Date: 10/24/2014	End	07/01/2016
		Contract Amount: \$576,890.25		
655 LANDMARK DRIVE , ARNOLD , MO 63010				
	314-524-6111			
	B & P Construction, Inc.	Start Date: 08/05/2015		

636-300-0908  
E. Meier Contracting

Start Date: **09/13/2015**

314-892-2963  
M.T.C. Construction dba K. Bates Steel

Start Date: **07/15/2015**

**Project:** 15-SB-100842-CB NORTH COUNTY TRANSFER CENTER - PHASE 1 FTA Grant No. MO-90-x296, MO-95-x015

**Project Control ID:** Is Community Hiring Goal a Requirement: No

Prime Contractor	Subcontractor	Sub Subcontractor	Sub Sub Subcontractor	Sub Sub Sub Subcontractor
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3146642900

C. RALLO CONTRACTING CO., INC.

Start Date: <b>01/05/2015</b>	End	<b>03/30/2016</b>
Contract Amount: <b>\$5,085,000.00</b>		

5000 Kemper ,  
St. Louis , MO 63139

3149913255  
AALCO ENTERPRISES, INC.

Start Date: **03/11/2015**

6366779190  
ACCURATE FIRE PROTECTION SYSTEMS,  
LLC.

Start Date: **03/31/2015**

6306081200  
AQUA PAVING CONSTRUCTION CO.

Start Date: **02/10/2016**

314-785-0078  
BRK ELECTRICAL CONTRACTORS, LLC.

Start Date: **01/27/2015**

3147070232  
BRYDIE CONSTRUCTION

Start Date: **12/14/2015**

3142090935  
CCR, INC.

Start Date: **09/01/2015**

3143495801  
DH & A SHEET METAL

Start Date: **10/15/2015**

6363495801  
DH&A Sheet Metal

Start Date: **09/01/2015**

3143301839  
GATEWAY CONSTRUCTION SERVICES, INC. Start Date: **02/06/2015**

3142317799  
GEORGE WEIS COMPANY Start Date: **03/11/2015**

3143530104  
J. W. BOMMARITO CONSTRUCTION Start Date: **02/01/2015**

3145352222  
KAEMMERLEN FACILITY SOLUTIONS Start Date: **05/01/2015**

3145206844  
KSG ENTERPRISES Start Date: **02/01/2015**

6363321099  
MAR-II CONCRETE CO. Start Date: **09/01/2015**

**6363985255**

Select Steel Services, Inc

Start Date: **09/01/2015**

6362191860  
NIGEL'S FLOORING, LLC Start Date: **06/01/2015**

6363871888  
NOR-VEL GRADING & EXCAVATING Start Date: **02/01/2015**

6963985255  
SELECT STEEL SERVICES, INC. Start Date: **08/01/2015**

6363988038  
Select Steel Services Start Date: **08/01/2015**

6362966667  
SHERRELL CONSTRUCTION Start Date: **11/18/2015**

6036214090  
SPAN SYSTEMS, INC. Start Date: **04/01/2015** End Date: **05/31/2015**

636332889  
ST. CHARLES GLASS & GLAZING Start Date: **10/22/2015**

343672181  
TJ PLUMBING CO., INC.

Start Date: **03/01/2015**

6364332033  
WARREN COUNTY ELECTRIC

Start Date: **02/05/2015**

**Project:** 15-SB-101554-DGR FEEDER WIRE REHABILITATION & SUBSTATION WATERPROOFING AT MO - 08 & 09 FTA Grant No. MO-05-0028

**Project Control ID:** Is Community Hiring Goal a Requirement: No

**Prime Contractor**      **Subcontractor**      **Sub Subcontractor**      **Sub Sub Subcontractor**      **Sub Sub Sub Subcontractor**

3146644444

TGB, INC.

Start Date: **07/16/2015**      End      **01/16/2016**  
Contract Amount: **\$568,286.00**

1104 S. JEFFERSON ,  
ST. LOUIS , MO 63104

3148698000  
COLLINS & HERMANN

Start Date: **10/20/2015**

3146441666  
Sally Waterproofing

Start Date: **10/07/2015**  
Contract Amount: **\$6,750.00**

**Project:** 15-SB-101657-DGR MISSOURI RADIO SYSTEM TOWER SITE UPGRADES - FTA Grant No. MO-90-x231

**Project Control ID:** Is Community Hiring Goal a Requirement: No

**Prime Contractor**      **Subcontractor**      **Sub Subcontractor**      **Sub Sub Subcontractor**      **Sub Sub Sub Subcontractor**

8478417724

IHC Construction Companies, LLC

Start Date: **07/30/2015**      End      **05/30/2016**  
Contract Amount: **\$1,811,307.55**

1500 Executive Drive ,  
Elgin , IL 60123

3147812400  
RJP Electric, LLC

Contract ID: **15180-203**  
Start Date: **08/26/2015**      End Date:      **04/01/2016**  
Contract Amount: **\$190,000.00**

**Project:** 16-RFQ-101937-CB AIRPORT BRIDGE (mp 0.42) SPAN 36 BEAM REPAIR - FTA Grant No. MO-54-0001

**Project Control ID:** Is Community Hiring Goal a Requirement: No

**Prime Contractor**      **Subcontractor**      **Sub Subcontractor**      **Sub Sub Subcontractor**      **Sub Sub Sub Subcontractor**



636-255-0808

TRAMAR CONTRACTING INC.

Start Date: **10/06/2015**

3147310800

X-L CONTRACTING, INC.

Start Date: **10/06/2015**

**Project:** 16-SB-101993-CB JNEM ARCH TRANSPORTATION SYSTEM MOTOR-GENERATOR SET REPLACEMENT

**Project Control ID:** Is Community Hiring Goal a Requirement: No

**Prime Contractor**

**Subcontractor**

**Sub Subcontractor**

**Sub Sub Subcontractor**

**Sub Sub Sub Subcontractor**

3148902351

THE HARLAN COMPANY

Start Date: **11/12/2015**

End **05/31/2017**

Contract Amount: **\$5,002,100.00**

9810 PAGE BLVD. ,  
ST. LOUIS , MO 63132

6366802178

AirMasters

Start Date: **02/08/2016**

End Date: **03/31/2017**

Contract Amount: **\$0.00**

6363431211

Aschinger Electric

Start Date: **01/04/2016**

End Date: **03/31/2017**

Contract Amount: **\$0.00**

6182542323

Fire Safety Inc.

Start Date: **08/01/2016**

End Date: **03/31/2017**

Contract Amount: **\$0.00**

6369389813

Meyer Painting Company

Start Date: **03/09/2016**

End Date: **03/31/2017**

Contract Amount: **\$0.00**

6189310729

Platinum Scaffolding

Start Date: **11/23/2015**

End Date: **02/29/2016**

Contract Amount: **\$22,192.00**

3142802800

St. Louis Steel

Start Date: **01/04/2016**

End Date: **07/31/2016**

3143681714

X-Cell Electric

Start Date: **01/04/2016**

End Date: **03/31/2017**

Contract Amount: **\$0.00**

**Project:** 16-SB-102052-CG Union Station Track Z Crossing DTC Clark Avenue Improvements FTA Grant No. MO-04-0113

**Project Control ID:** Is Community Hiring Goal a Requirement: No

Prime Contractor	Subcontractor	Sub Subcontractor	Sub Sub Subcontractor	Sub Sub Sub Subcontractor
3146675913				
RAINERI CONSTRUCTION				
		Start Date: 11/09/2015	End	02/29/2016
		Contract Amount: \$246,938.25		
1300 Hampton Avenue Ste 200 , ST. LOUIS , MO 63109				
Project: 16-SB-102518-CG Illinois Bus Garage Floor Repair FTA Grant No. 90-x296				
Project Control ID:		Is Community Hiring Goal a Requirement: No		
Prime Contractor	Subcontractor	Sub Subcontractor	Sub Sub Subcontractor	Sub Sub Sub Subcontractor
3144215933				
L. Keeley				
		Start Date: 03/14/2016	End	06/13/2016
		Contract Amount: \$174,455.00		
2901 Falling Springs Road , Sauget , IL 62206				
Project: 16-SB-102735-CB EWING BACKUP GENERATOR FTA Grant No MO-90-x296				
Project Control ID:		Is Community Hiring Goal a Requirement: No		
Prime Contractor	Subcontractor	Sub Subcontractor	Sub Sub Subcontractor	Sub Sub Sub Subcontractor
3144877474				
STREIB ELECTRIC COMPANY				
		Start Date: 04/04/2016	End	08/02/2016
		Contract Amount: \$110,919.00		
11011 LIN VALLE DRIVE , ST. LOUIS , MO 63123				

**PROCUREMENT CARD PROGRAM  
ADMINISTRATIVE REVIEW STATISTICS  
JULY1, 2015 - JUNE 30, 2016**

	1ST QUARTER FY15		2nd QUARTER FY15		3rd QUARTER FY15		4th QUARTER FY15		FY2015 YTD TOTAL	
	TRANSACTION COUNT	TRANSACTION AMOUNT	TRANSACTION COUNT	TRANSACTION AMOUNT	TRANSACTION COUNT	TRANSACTION AMOUNT	TRANSACTION COUNT	TRANSACTION AMOUNT	TRANSACTION COUNT	TRANSACTION AMOUNT
TOTAL TRANSACTIONS	4591	\$ 1,660,010	4402	\$ 1,621,242	4269	\$1,461,725	4291	\$1,477,051	17553	\$ 6,220,029
TRANSACTIONS REVIEWED	4591	\$ 1,660,010	4402	\$ 1,621,242	4269	\$1,461,725	4291	\$1,477,051	17553	\$ 6,220,029
PERCENTAGE REVIEWED	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
TRANSACTIONS INVESTIGATED	42	\$ 69,486	17	\$ 20,609	32	\$ 39,795	22	\$ 39,535	113	\$ 169,424
PERCENTAGE OF TOTAL INVESTIGATED	0.9%	4.2%	0.4%	1.3%	0.7%	2.7%	0.5%	2.7%	0.6%	2.7%
CONFIRMED PROCEDURAL VIOLATIONS	0 TRANS 0 INCIDENTS	\$ -	5 TRANS 1 INCIDENTS	\$ 7,349	4 TRANS, 2 INCIDENTS	\$ 9,604	4 TRANS 1 INCIDENT	\$ 9,600	8 TRANS 3 INCIDENTS	\$ 26,553
CONFIRMED VIOLATION PERCENTAGE OF TOTAL	0.0%	0.0%	0.0%	0.5%	0.0%	0.7%	0.0%	0.6%	0.0%	0.4%
TRANSACTIONS WITH SALES TAX	35	\$ 7,061	69	\$ 13,221	25	\$ 7,513	19	\$ 2,378	148	\$ 30,173
SALES TAX CHARGED		\$ 341		\$ 956		\$ 277		\$ 294		\$ 1,867
PERCENTAGE OF TOTAL TRANSACTIONS WITH SALES TAX	0.8%	0.4%	1.6%	0.8%	0.6%	0.5%	0.4%	0.2%	0.8%	0.5%
REFUNDED SALES TAX	18	\$ 283	8	\$ 278	3	\$ 60	7	\$ 143	36	\$ 765