



Board of Commissioners  
Open Meeting  
November 22, 2019  
8:00 a.m.

## Open Session Agenda

## Notice of Meeting and Agenda

**Bi-State Development  
Board of Commissioners  
Friday, November 22, 2019, 8:00 a.m.**

**Headquarters - Board Room, 6<sup>th</sup> Floor  
One Metropolitan Square, 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 Bi-State Development 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	Chair Buehlhorn
2. Roll Call	Quorum	M. Bennett
3. Public Comment*	Information	Chair Buehlhorn
4. Minutes of the September 23, 2019 Board of Commissioners, Executive Committee, Open Meeting	Approval	Chair Buehlhorn
5. Minutes of the September 27, 2019 Board of Commissioners, Open Meeting	Approval	Chair Buehlhorn
6. Report of the President	Information	T. Roach
7. Report of the Combined Operations Committee and Audit, Finance, & Administration Committee	Information	Commissioner Holman
8. Report of the Security Sub Committee	Information	Commissioner Windmiller
9. Adjustment of Consent Agenda	Information	Chair Buehlhorn
10. Consent Agenda	Approval	Chair Buehlhorn
a. Amended Agreement between Saint Louis County and Bi-State Development Agency of the Missouri-Illinois Metropolitan District (Metro) d/b/a Transportation Management Association (Operations Committee Recommends Approval) (Resolution #1001)	Approval	J. Mefford-Miller / J. Butler
b. Contract Award: New Flyer, for the Purchase of 14 Battery Electric Articulated Buses (Operations Committee Recommends Approval) (Resolution #1002)	Approval	J. Mefford-Miller / L. Jackson / D. Curry
c. St. Louis Downtown Airport Surplus Property Holdings (Operations Committee Recommends Approval) (Resolution #1003)	Approval	M. Lamie / E. Dahl / J. Langa

Agenda	Disposition	Presentation
d. 2019 Annual Surplus Property Holdings (Operations Committee Recommends Approval) (Resolution #1004)	Approval	J. Langa / J. Braun
e. North Hanley MetroLink Station Development Proposal (Operations Committee Recommends Approval) (Resolution #1005)	Approval	J. Langa / J. Braun
f. On-Call Real Estate Brokerage Services (Operations Committee Recommends Approval) (Resolution #1006)	Approval	J. Langa / G. Smith
g. Contract Modification: Additional Funds for Broker of Record Services (Audit, Finance, & Administration Committee Recommends Approval) (Resolution #1007)	Approval	C. Stewart / K. Brittin
h. Update on Drug & Alcohol Policy & Plan (Audit, Finance, & Administration Committee Recommends Approval) (Resolution #1008)	Approval	C. Stewart / K. Brittin
i. St. Clair County Transit District Bus Shelters (Operations Committee Recommends Approval) (Resolution #1009)	Approval	J. Mefford-Miller / C. Poehler / G. Smith L. Jackson
11. Parkway Interlocking / Richmond Heights Turnout Design Services (Operations Committee Recommends Approval) (Resolution #1010)	Approval	J. Mefford-Miller / C. Poehler / G. Smith
12. Airport Terminal Repair / Replacement (Operations Committee Recommends Approval) (Resolution #1011)	Approval	M. Lamie / E. Dahl / M. Vago
13. Bi-State Development Research Institute Board of Directors (Resolution #1012)	Approval	J. Langa
14. 2020 Board and Committee Meeting Schedule	Approval	Chair Buehlhorn
15. Title VI Program Updates	Information	J. Mefford-Miller / J. Gershman
16. MetroReimagined Update	Information	J. Mefford-Miller
17. Unscheduled Business	Approval	Chair Buehlhorn
18. Call of Dates for Future Committee Meetings	Information	M. Bennett
19. Adjournment to Executive Session:	Approval	Chair Buehlhorn
<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 pursuant to Bi-State Development Board Policy, Chapter 10, Section 10.080 (D) Closed Records: Legal under §10.080(D)(1); Real Estate under §10.080(D)(2); Personnel under §10.080(D)(3); Health Proceedings under §10.080(D)(4); Employee Negotiations under §10.080(D)(5); Data Processing under §10.080(D)(6); Purchasing and Contracts under §10.080(D)(7); Proprietary Interest under §10.080 (D)(8); Hotlines under §10.080(D)(9); Auditors under §10.080(D)(10); Security under §10.080(D)(11); Computers under</i>		



Agenda	Disposition	Presentation
<i>§10.080(D)(12); Personal Access Codes under  §10.080(D)(13); Personal Information under  §10.080(D)(14); Insurance Information under  §10.080(D)(15); Rail, Bus, or Facilities Safety and  Accidents under §10.080(D)(16) or Protected By Law  under §10.080(D)(17).</i>		

**\* 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.

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. The following rules shall be observed: 1) All individuals shall state their name, address and topic for comment; 2) All individuals shall address the Chair and shall not proceed with public comment until recognized by the Chair; 3) No disrespectful language may be used or comments with respect to personalities shall be made; 4) An individual called to order by the Chair shall immediately desist from speaking until permitted to continue by the Chair; and 5) Public comment by an individual shall be limited to five minutes, unless permission to continue is given by motion adopted by the Committee.

**Open Session Item**

**4**

**BI-STATE DEVELOPMENT  
EXECUTIVE COMMITTEE MEETING  
OPEN SESSION MINUTES  
September 23, 2019 10:00 AM**

**Executive Committee Members in Attendance**

Michael S. Buehlhorn, Chair  
Aliah Holman, Vice Chair (via phone)  
Justin Zimmerman, Treasurer

**Other Board Members in Attendance**

Herbert Simmons  
Derrick Cox  
Fred Pestello  
Rose Windmiller (via phone)  
Constance Gully – joined the meeting at 10:12 a.m.

Vernal Brown, Secretary, absent  
Irma Golliday, absent

**Staff in Attendance**

Taulby Roach, President & Chief Executive Officer  
Brenda Deertz, Administrator & Executive Assistant  
Myra Bennett, Manager of Board Administration  
Patti Beck, Director of Communications  
Tammy Fulbright, Sr. Director Financial Planning & Treasury  
Mark Vago, Sr. Vice President & Chief Financial Officer  
Larry Jackson, Executive Vice President Administration  
Ray Macias, Manager Help Desk/Office Services  
Charles Stewart, Executive Vice President Organizational Effectiveness  
Jessica Mefford-Miller, Executive Director Metro Transit  
Mary Lamie, Executive Vice President Multi Modal Enterprises  
Ted Zimmerman, Vice President Marketing and Communications

**Others in Attendance**

Lisa Stump, Lashly and Baer

**1. Open Session Call to Order**

**10:04 a.m.** Chairman Buehlhorn called the Open Session of the Executive Committee Meeting to order at 10:04 a.m.

**2. Roll Call**

**10:04 a.m.** Roll call was taken, as noted above.

**3. Motion to Move to Executive Session for discussion of Legal Matters, pursuant to Board Policy, Chapter 10, 10.080 (D) (1).**

**10:04 a.m.** Chair Buehlhorn requested a motion to allow the Committee to move into closed session as permitted under Bi-State Development Board Policy, Chapter 10, Section 10.080, (D) (1) - Legal.

A motion to move into Executive Session was made by Commissioner Simmons and seconded by Commissioner Pestello. A roll call vote was taken as follows:

Aliah Holman – Yea  
Fred Pestello – Yea  
Rose Windmiller – Yea

Michael S. Buehlhorn – Yea  
Derrick Cox – Yea  
Herbert Simmons – Yea  
Justin Zimmerman – Yea

**Motion passed unanimously, and the Committee moved into executive session at 10:05 a.m.**

**\*\*\* 10:12 a.m. Commissioner Constance Gully joined the Executive Session meeting.**

**4. Reconvene to Regular Meeting**

**11:24 a.m.** The Commissioners reconvened to the regular meeting at approximately 11:24 a.m. Lisa Stump, Lashly & Baer, stated that, per the Executive Session discussion, the suggested language for a motion would be as follows: A motion to authorize Mr. Roach to draft a letter to Councilman Trakas, consistent with the Board's discussion in Executive Session, in response to the Memorandum of Mr. Trakas, dated September 20, 2019, regarding Bi-State operating budget legislation. Mr. Roach will provide a draft of the proposed letter to the Commissioners, prior to issuance.

The motion, as noted above, was made by Commissioner Zimmerman and seconded by Commissioner Simmons. A roll call vote was taken as follows:

Aliah Holman – Yea  
Fred Pestello – Yea  
Rose Windmiller – Yea  
Constance Gully – Yea

Michael S. Buehlhorn – Yea  
Derrick Cox – Yea  
Herbert Simmons – Yea  
Justin Zimmerman – Yea

**Motion passed.**

**5. Adjournment**

**11:26 a.m.** Being no further business, Chair Buehlhorn asked for a motion to adjourn the meeting. The motion to adjourn was made by Commissioner Zimmerman, and seconded by Commissioner Simmons. The motion passed, and the meeting was adjourned at approximately 11:26 a.m.

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Deputy Secretary to the Board of Commissioners  
Bi-State Development

**Open Session Item**

**5**

**BI-STATE DEVELOPMENT  
BOARD OF COMMISSIONERS MEETING  
OPEN SESSION MINUTES  
September 27, 2019**

**Board Members in Attendance**

**Missouri**

Aliah Holman, Vice Chair  
Vernal Brown, Secretary  
Constance Gully  
Fred Pestello – via phone  
Rose Windmiller

**Illinois**

Michael S. Buehlhorn, Chair  
Irma Golliday  
Derrick Cox  
Herbert Simmons  
Justin Zimmerman – absent

**Staff in Attendance**

Taulby Roach, President and Chief Executive Officer  
Barbara Enneking, General Counsel and Deputy Secretary  
Myra Bennett, Manager of Board Administration  
Loretta Flemming  
Anthony Pendleton  
Scott Grott, General Manager MetroLink  
Jamie Kenyon, General Maintenance Mechanic  
Jerry Vallely, External Communications Manager  
Matthew Hibbard, Social Media Communications Manager  
Larry Jackson, Executive Vice President Administration  
Kelli Fitzpatrick, Sr. Internal Auditor/PT  
Karl Tyminski, Sr. Internal Auditor/PT  
Tamara Fulbright, Sr. Director Financial Planning & Treasury  
Lisa Burke, Executive Assistant  
Kathy Brittin, Director Risk Management Safety & Claims  
Kevin Klover, Manager Insurance & Analysis  
Mark Vago, Sr. VP Chief Financial Officer  
Kent Swagler, Director Corporate Compliance & Ethics  
Larry Rusbarsky, Director Financial Planning & Budget  
Kerry Kinkade, VP Chief Information Officer  
Tim Nittler, Director Capital Projects  
John Langa, Vice President Economic Development  
Patti Beck, Director Communications  
Jessica Mefford-Miller, Executive Director Metro Transit  
Chris Poehler, Asst. Executive Director Engineering Systems  
Vernice Kelly, Director Human Resources  
David Toben, Director of Benefits  
Virgie Chaffen, Director Labor Relations

Diana Bentz, Vice President Talent Management  
Lisa Cagle, Director of Innovative Services  
Charles Stewart, Executive Vice President Organizational Effectiveness  
Trenise Winters, General Manager MetroBus  
Ray Macias, Manager Help Desk/Office Services  
Mary Lamie, Executive Vice President Multi Modal Enterprises

### **Others in Attendance**

Ollie M. Stewart, Southside Senior Wellness Center  
Delores Washington  
June M. Fowler, CMT  
Kim Cella, CMT  
Lou Tagliaferre, Central States Bus Sales  
Erica M. Brooks  
Mitch Eagles  
Tom Sullivan  
M. Jordan, ATU Local 788  
Reverend Ken McKoy, AME Zion Church  
Edwilla Massey, Representative Clay's Office  
Erin Achenbach  
Alicia Richardson, ATU Local 788  
Pastor, Richard C. Dalton, Beloved Community UMC

#### **1. Open Session Call to Order**

**8:01 a.m.** Chair Buehlhorn called the Open Session of the Bi-State Development Agency, Board of Commissioners Meeting to order at 8:01 a.m.

#### **2. Roll Call**

**8:02 a.m.** Roll call was taken, as noted above.

#### **3. Public Comment**

**8:02 a.m.** Chair Buehlhorn noted that several speaker cards were submitted for today's meeting.

Ms. Erica Brooks addressed the Board of Commissioners, thanking them for their cooperation in addressing changes to her bus route. Ms. Brooks stated that Metro is not following through with its bus drivers, and asked that an agreement be reached with the Union before September 30<sup>th</sup>. She stated that no one wants to work for free, and she stated that it is her understanding that the drivers are not being paid to attend training. Ms. Brooks asked that Metro do the following: 1) pay the driver, 2) expand the time on transfers, 3) decrease management, and 4) focus on the bus riders and service. It was noted that Metro is working diligently to come to an agreement with the Union, and staff clarified that the drivers are paid for time spent in training.

Mr. Mitch Eagles addressed the Board of Commissioners regarding issues with bus service and communication problems concerning Metro. He expressed concern regarding the elimination of certain bus stops and routes. In addition, he noted problems in attempting to buy fare when the



computer system went down, but noted that during that time, fare enforcement continued. Mr. Eagles stated that he does not want to be a car driver in St. Louis; however, he feels the changes to the bus routes are irresponsible of Metro.

Reverend Ken McKoy, Missouri Annual Conference for Social Action, addressed the Board of Commissioners regarding the need to secure funding of the transit system. He stated that what the State of Missouri provides for public transit is shameful. He noted differences in the demographics of the ridership of the buses versus the trains, and stated that he only hears discussion of how to make the trains safer. He noted safety concerns with regard to relocation and/or removal of bus stops, and stated that he is concerned that money, which could be going to maintain bus stops, is being used for security on the trains.

Reverend Kevin Kosh, Beloved Community United Methodist Church, addressed the Board of Commissions regarding bus route #80, asking that Metro Transit reconsider the proposed changes to the route. He stated that congregation members who use Route #80 had requested a long-range plan, ten years ago. He noted concerns of cutting off east-west routes, by cutting off feeder routes, and stated that if this continues, in ten years it will be devastating. He stated that these routes are used by his congregation members, senior citizens, and school aged children, and he expressed concerns that the cutting of bus stops and routes put them in danger.

Ms. Ollie Stewart, Southside Senior Wellness Center, addressed the Board of Commissioners, asking that they reconsider the closure of bus route #80. She stated that she has worked at the wellness center since 1972, and closure of this route will affect the senior living facilities, and will pose a hardship for not only seniors, but also for the local schools and churches. She stated that it is important for seniors to be independent, and elimination of bus route #80 will affect their ability to live independently. Ms. Stewart stated that, without this route, many will be isolated from transportation. She presented the Board of Commissioners a petition, stating that there are over 300 names on the petition, requesting that the Board reconsider elimination of bus route #80. She stated that she hopes their voices speak to the needs of the community.

Commissioner Cox stated that that everyone on the Board of Commissioners cares about these issues, and he thanked those who addressed the Board for their input.

**4. Minutes of the June 28, 2019 Board of Commissioners, Open Meeting**

**8:34 a.m.** The minutes of the June 28, 2019 Board of Commissioners, Open Meeting were provided in the Board packet. A motion to approve the minutes was made by Commissioner Gully and seconded by Commissioner Holman. **Motion passed.** Commissioner Pestello abstained from the vote.

**5. Minutes of the August 20, 2019 Board of Commissioners, Special Meeting**

**8:34 a.m.** The minutes of the August 20, 2019 Board of Commissioners, Special Meeting were provided in the Board packet. A motion to approve the minutes was made by Commissioner Windmiller and seconded by Commissioner Golliday. **Motion passed.** Commissioner Holman abstained from the vote.

**6. Minutes of the September 3, 2019 Executive Committee Open Meeting**

**8:35 a.m.** The minutes of the September 3, 2019 Executive Committee Open Meeting were provided in the Board packet. A motion to approve the minutes was made by Commissioner

Holman and seconded by Commissioner Brown. **Motion passed.** Commissioners Windmiller, Golliday, and Gully abstained from the vote.

**7. Minutes of the September 12, 2019 Executive Committee Open Meeting**

**8:37 a.m.** The minutes of the September 12, 2019 Executive Committee Open Meeting were provided in the Board packet. A motion to approve the minutes was made by Commissioner Windmiller and seconded by Commissioner Brown. **Motion passed.** Commissioners Golliday and Gully abstained from the vote.

**8. Treasurer's Report**

**8:37 a.m.** Chair Buehlhorn noted that the Treasurer's Report, as included in the Board packet, was presented at the Combined Operations & Audit, Finance, and Administration Committee meeting on August 20, 2019. He asked if there were any questions or comments regarding this report. Being none, Chair Buehlhorn proceeded to Item #9.

**9. Report of the President**

**8:38 a.m.** A Proclamation was presented to Citizens for Modern Transit by Chair Buehlhorn and President and CEO Roach, recognizing 35 years of partnership in the transit industry. President Roach thanked CMT for their service in acting as an advocate for ridership. He thanked them for their many years of partnership and providing valuable input to the Bi-State Development Agency. Chair Buehlhorn stated that he has worked with this organization for years, and it is a terrific group of people who are committed to public transit. He stated that they do a magnificent job, and he thanked them for the work they do.

President and CEO Roach introduced Mr. Kevin Scott, Director - Public Safety, Central Facility, and Mr. Vernon Summers, Manager - Contract Security, Central Facility, two of the newest members of the security team. Mr. Roach noted that Mr. Stephen Berry, General Manager - Public Safety, Central Facility, was unable to be in attendance at today's meeting due to the fact that he is in the process of his move from Florida. He stated that he is looking forward to more detailed reporting to the Commissioners by the new security team staff in the near future.

Mr. Roach noted that we are in Phase II of the WSP study, and are working with our partners on a new security plan. The draft should be ready and made available shortly. He reported that additional officers will be added to the line by St. Louis County, and Mr. Scott has contacted St. Clair County to allow cross jurisdictional movement of the officers.

Mr. Roach noted that the 2009 and 2013 bond transactions have been finalized, with the refinancing of the bonds resulting in a savings of \$49 million dollars to taxpayers, over the life of the bonds. He noted that some of the capital funds will be used for security improvements to Metro Transit, and those details are being finalized through cooperation with the partner jurisdictions.

Mr. Roach thanked the Board members for sending letters to St. Louis County regarding passage of the Bi-State Development, fiscal year 2020 budget. He noted that he will be meeting this afternoon with key officials and the finance department of St. Louis County to work through open issues.

Mr. Roach introduced his new Executive Assistant, Brenda Deertz, who has replaced Brenda Krieger upon her retirement.

Mr. Roach asked Ms. Jessica Mefford-Miller, Executive Director of Metro Transit, to give an update regarding MetroReimagined and address some of the issues noted under “Public Comment”. Ms. Mefford-Miller stated that some hard decisions had to be made with regard to changes to make Metro Transit more efficient; however, Metro understands that adjustments may be needed to those changes, and they continue to reach out to the public to solicit their input. She noted that Jessica Gershman is working on the issues regarding Route #80, noted earlier in the meeting, trying to provide some solutions to meet the needs of the ridership, which may include the use of a shuttle. Ms. Mefford-Miller addressed the comment by Ms. Brooks earlier in the meeting, verifying that drivers are paid for training, and she thanked all those from the public who attended today’s meeting to speak on these issues.

Commissioner Gully posed questions regarding security on bus routes. President and CEO Roach stated that Mr. Scott is addressing more security for the buses. He noted that Mr. Scott is also working on increasing cooperation from the many municipalities, through which the buses travel.

Commissioner Holman posed questions regarding confusion of bus closings, due to signage. Ms. Mefford-Miller stated that 150 bus stops, which were scheduled to be removed, were maintained, and she apologized for any confusion that may have resulted.

Commissioner Simmons asked if the scheduled MetroReimagined changes to Route #80 will be going into effect on Monday, and if additional changes are made, will the Commissioners be notified. Ms. Mefford-Miller stated that the route is scheduled to change Monday; however, Commissioners will continued to be kept informed of the progress, as discussions continue.

Commissioner Simmons noted that the Agency has been hit hard by the media with regard to security issues, and asked if this is being addressed. It was noted that the new security team are working on these issues.

Commissioner Golliday asked if extending the transfer system is being addressed. Ms. Mefford-Miller stated that this is under review, and a recommendation should be coming forward in the spring of 2020.

Commissioner Holman posed questions regarding the recent computer issues and downed system. President and CEO Roach noted that the week began with a challenging start, due to technical issues with the system, and that the computer system had to be frozen to ensure the security of the system. He noted that Mr. Kerry Kinkade, VP Chief Information Officer, and his team have worked day and night to restore the system and that customer interface was back up and operational this morning. Ms. Mefford-Miller stated that fare enforcement was notified to be more relaxed on Monday and Tuesday, due to the issues noted. She stated that fare enforcement was visible, but was not ticketing.

Commissioner Gully asked when the alternate solutions for Route #80 would be implemented. Ms. Mefford-Miller stated that these issues would be addressed by December 2<sup>nd</sup>.

Commissioner Holman asked what impact the recent computer issues had on Call-A-Ride services. Ms. Mefford-Miller stated that the outage had a tremendous impact on Call-A-Ride as Metro Transit had no access to the data bases. She stated that Metro attempted to reach out to riders as much as possible, and used information from our partners and paper files, in those attempts. She stated that Metro also placed press releases in order to get information out to riders. Discussions are currently being held regarding a backup system, so this will not happen in the future. Mr. Roach noted that a post incident report will be provided to the Commissioners by Jim Cali, Chief Audit Executive, Internal Audit, once all of the information is assessed. Commissioner Windmiller asked how many Call-A-Ride riders were impacted by the issues. It was noted that these numbers are not available at this point; however, that information will be included in the post incident report.

**10. Report of the Combined Operations Committee and Audit, Finance, & Administration Committee**

**9:20 a.m.** Committee Chair Holman stated that a combined meeting of the Operations Committee and Audit, Finance, & Administration Committee was held on August 20, 2019, at 8:00 a.m., and the draft minutes of that meeting have been included in the Board Packet. She stated that the Committee is introducing eight (8) items on the Consent Agenda for Board consideration today, with the Committees' recommendation of approval. These items include:

Consent Agenda Items:

- (a) St. Louis Regional Freightway 2020 Multimodal Transportation Project List
- (b) Memorandum of Understanding between the Missouri Department of Social Services MO HealthNet Division and the Bi-State Development Agency of the Missouri-Illinois Metropolitan District
- (c) Contract Award: Central States–Purchase of Paratransit Vans
- (d) Union Station Tunnel, Design Services Contract Modification, Modjeski and Masters
- (e) Contract Modification: Contract Extension with Blue Sky Apparel for Supply of Metro Transit Management Uniforms and Accessories
- (f) Sole Source Contract Award – Indra Sistemas S.A. (Indra USA) for PCI Compliant Software/Hardware Upgrade to Ticket Vending Machines
- (g) Contract Award: Cellular Phone Services
- (h) Contract Award – Life & Disability Insurance

Chair Holman stated that the Committee is presenting two (2) additional items for the Board's consideration, with the Committees' recommendation for approval, which include:

- Item #13. Bus Stop Signage Replacement Project; and
- Item #14. Revisions to Board Policy, Chapter 100 - Compliance Program

Chair Holman reported that, at the August meeting, approval was granted for the Revised Internal Audit Charter. Several reports were also given at the meeting, including: Metro Transit Operations Report, Metro Brand Refresh Overview, Pension Plan Update, Update on Risk Management Insurance Program, Financial Statements, Treasurer's Report, Procurement Report, Internal Audit Follow-up Summary for 4th Quarter, Internal Audit Status Report for 4th Quarter, Internal Audit State Safety Oversight Status Report, and Treasury-Safekeeping Quarterly counts Audit.

**11. Adjustment of Consent Agenda**

**9:23 a.m.** There was no adjustment to the Consent Agenda.

**12. Consent Agenda Items**

**9:23 a.m.** Consent Agenda Items:

- (a) St. Louis Regional Freightway 2020 Multimodal Transportation Project List (Operations Committee Recommends Approval) (Resolution #988)
- (b) Memorandum of Understanding between the Missouri Department of Social Services MO HealthNet Division and the Bi-State Development Agency of the Missouri-Illinois Metropolitan District (Operations Committee Recommends Approval) (Resolution #989)
- (c) Contract Award: Central States – Purchase of Paratransit Vans (Operations Committee Recommends Approval) (Resolution #990)
- (d) Union Station Tunnel, Design Services Contract Modification, Modjeski and Masters (Operations Committee Recommends Approval) (Resolution #991)
- (e) Contract Modification: Contract Extension with Blue Sky Apparel for Supply of Metro Transit Management Uniforms and Accessories (Operations Committee Recommends Approval) (Resolution #992)
- (f) Sole Source Contract Award – Indra Sistemas S.A. (Indra USA) for PCI Compliant Software/ Hardware Upgrade to Ticket Vending Machines (Operations Committee Recommends Approval) (Resolution #993)
- (g) Contract Award: Cellular Phone Services (Operations Committee Recommends Approval) (Resolution #994)
- (h) Contract Award – Life & Disability Insurance (Audit, Finance, & Administration Committee Recommends Approval) (Resolution #995)

A motion to approve the Consent Agenda Items, as presented, was made by Commissioner Gully and seconded by Commissioner Holman. **Motion passed unanimously.**

**13. Bus Stop Signage Replacement Project (Operations Committee Recommends Approval) (Resolution #996)**

**9:24 a.m.** A briefing paper was provided, to present to the Board of Commissioners for approval, a request to enter into a contract with The Harlan Company to replace the current Bus Stop Signage in the City of St. Louis and in St. Louis County. Jessica Mefford-Miller, Executive Director Metro Transit, provided an overview of this issue. She noted that the cost was still under negotiation, when this item was presented to the Committee in August, and the Committee has recommended the item for approval, pending receipt of the final negotiated price. Ms. Mefford-Miller noted that early negotiations and discussions with The Harlan Company provided several necessary clarifications as to the scope of work and resulted in an immediate reduction of almost

\$500,000.00. Further follow-up discussions with The Harlan Company were held, and the final negotiated price for the project is \$2,480,850. Discussion was held regarding signage.

A motion to approve this agenda item, as presented, was made by Commissioner Gully and seconded by Commissioner Holman. **Motion passed unanimously.**

**14. Revisions to Board Policy, Chapter 100 - Compliance Program**

**9:26 a.m.** A briefing paper was provided in the Board packet, regarding a request for approval of an amendment to revise Board Policy, Chapter 100 - Compliance Program. Barbara Enneking, General Counsel, provided a brief overview of this issue. She noted that this Board Policy was last revised in February 2006, and since that time, the Corporate Compliance and Ethics Department was created, and Employee Code of Conduct and Ethics was published to all employees. In addition, a Helpline has been implemented since that time for employee and contractor use. The proposed revisions to Board Policy are needed to reflect the current operations of the Corporate Compliance and Ethics Department, the Helpline business processes, and industry-standard practices.

A motion to approve this agenda item, as presented, was made by Commissioner Brown and seconded by Commissioner Golliday. **Motion passed unanimously.**

Commissioner Pestello left the meeting at approximately 9:28 a.m.

**15. Financial Statements &**

**16. Quarterly Procurement Report**

**9:28 a.m.** Chair Buehlhorn noted that Agenda Item 15. and Agenda Item 16. contain the Financial Statements and the Procurement Report that were presented at the August 20, 2019 Combined Committee meeting. He asked if there were any questions for Mr. Vago or Mr. Smith regarding these reports. Being none, Chair Buehlhorn moved to item 17.

**17. Ad Hoc Security Committee**

**9:28 a.m.**

- (a) **Formation of Committee** – Chair Buehlhorn stated that the primary focus of the Board of the Commissioners and of the President and Chief Executive Officer, Taulby Roach, has been security. He noted that several years ago, the Board of Commissioners had formed an ad hoc Committee to address security issues, and he is asking that the Board approve the creation of a new ad hoc Security Committee for this purpose.

A motion to approve the formation of an ad hoc Security Committee was made by Commissioner Cox and seconded by Commissioner Golliday. **Motion passed unanimously.**

- (b) **Appointment of Security Committee Members** – Chair Buehlhorn stated that he would like to appoint the following Commissioners to serve on the Security Committee:

Commissioner Windmiller – Co-Chair  
Commissioner Brown  
Commissioner Pestello

Commissioner Simmons – Co-Chair  
Commissioner Cox  
Commissioner Golliday

**18. Security Discussion**

**9:32 a.m.** Chair Buehlhorn noted that Commissioner Cox had asked that this item be placed on the agenda. Commissioner Cox stated that the Board of Commissioners hears that we are not held in high regard for security, and he wanted the opportunity to speak to the public and to discuss ideas. He asked if Bi-State has considered changing to a turn stile system. President and CEO Roach stated that the MetroLink System was designed as an “open system”; however, the Agency has invested additional resources for added personnel. It was noted that the Cortex station facility has implemented access control systems, and Metro is pursuing funding sources to increase these types of systems. Mr. Roach noted that pilot programs were tested at five (5) facilities, and those facilities are being redesigned. Discussion was held regarding crime and fare evasion, and Commissioner Cox stated that he would like to see more information relating to these issues. He added that he knows that these discussions are uncomfortable. Chair Buehlhorn stated that he is not uncomfortable with these discussions, and Commissioner Gully stated that she feels it is unfair to think that these discussions are “uncomfortable”. Chair Buehlhorn noted that the Board of Commissioners has been concerned about and has been addressing, security issues for a long time. Commissioner Holman agreed, noting that the Board is very invested in these issues. Chair Buehlhorn stated that he looks forward to the new Security Committee moving forward on these issues very soon.

**19. Unscheduled Business**

**9:43 a.m.** It was noted that there is no unscheduled business.

**20. Call of Dates for Future Board and Committee Meetings**

**9:43 a.m.** Myra Bennett, Manager of Board Administration, advised the Committee of the upcoming meetings, as follows:

- Operations Committee:	Tuesday	October 15, 2019	8:00 AM
- Audit, Finance & Administration:	Friday	October 18, 2019	8:00 AM
- Board of Commissioners Meeting:	Friday	November 22, 2019	8:00 AM

**21. Adjournment to Executive Session – 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 pursuant to Bi-State Development Board Policy Chapter 10, §10.080(D) Closed Records; Legal under §10.080(D)(1); Real Estate under §10.080(D)(2); Personnel under §10.080(D)(3); Health Proceedings under §10.080(D)(4); Employee Negotiations under §10.080(D)(5); Data Processing under §10.080(D)(6); Purchasing and Contracts under §10.080(D)(7); Proprietary Interest under §10.080(D)(8); Hotlines under §10.080(D)(9); Auditors under §10.080(D)(10); Security under §10.080(D)(11); Computers under §10.080(D)(12); Personal Access Codes under §10.080(D)(13); Personal Information under §10.080(D)(14); Insurance Information under §10.080(D)(15); Rail, Bus, or Facilities Safety and Accidents under §10.080(D)(16) or Protected By Law under §10.080(D)(17).**

**9:44 a.m.** Chair Buehlhorn requested a motion to allow the Committee to move into closed session as permitted under Bi-State Development Board Policy, Chapter 10, Section 10.080, (D) (1) - Legal and (D) (10) – Audit.

A motion to move into Executive Session was made by Commissioner Golliday and seconded by Commissioner Brown. A roll call vote was taken as follows:

Aliah Holman – Yea  
Constance Gully – Yea  
Vernal Brown – Yea  
Rose Windmiller – Yea

Michael S. Buehlhorn – Yea  
Derrick Cox – Yea  
Irma Golliday – Yea  
Herbert Simmons – Yea

**Motion passed unanimously, and the Committee moved into executive session at 9:44 a.m.**

**The Committee reconvened to the Regular Meeting at approximately 11:17 a.m.**

Chair Buehlhorn noted that, per recent changes to Board Policy, no final action votes will be taken in a closed meeting or closed (executive) session. For items requiring final action, a roll call vote shall be taken in open session.

Commissioner Golliday made a motion to approve the Minutes from the Executive Session of the June 28, 2019 Board meeting, and the motion was seconded by Commissioner Brown.

Aliah Holman – Yea  
Constance Gully – Abstain  
Vernal Brown – Yea  
Rose Windmiller – Yea

Michael S. Buehlhorn – Yea  
Derrick Cox – Yea  
Irma Golliday – Yea  
Herbert Simmons – Abstain

**Motion passed.**

Commissioner Cox made a motion to approve the Minutes from the September 3, 2019 Executive Session of the Executive Committee meeting. The motion was seconded by Commissioner Brown.

Aliah Holman – Yea  
Constance Gully – Abstain  
Vernal Brown – Yea  
Rose Windmiller – Abstain

Michael S. Buehlhorn – Yea  
Derrick Cox – Yea  
Irma Golliday – Abstain  
Herbert Simmons – Yea

**Motion passed.**

Commissioner Holman made a motion to approve the Draft Inter-Company Account Balances Audit Report (Resolution #998); Draft Compliance & Fraud Helpline Audit Report (Resolution #999); and Draft Passenger Revenue Pass Unit Audit Report (Resolution #1000), as presented in Executive Session. The motion was seconded by Commissioner Golliday.

Aliah Holman – Yea  
Constance Gully – Yea  
Vernal Brown – Yea  
Rose Windmiller – Yea

Michael S. Buehlhorn – Yea  
Derrick Cox – Yea  
Irma Golliday – Yea  
Herbert Simmons – Yea

**Motion passed.**



Commissioner Cox made a motion to authorize the redacted, Executive Session minutes of July 2018 through December 2018, as amended in Executive Session, as open, public records. The motion was seconded by Commissioner Holman.

Aliah Holman – Yea  
Constance Gully – Abstain  
Vernal Brown – Yea  
Rose Windmiller – Yea

Michael S. Buehlhorn – Yea  
Derrick Cox – Yea  
Irma Golliday – Yea  
Herbert Simmons – Abstain

**Motion passed.**

Chair Buehlhorn asked if there was any further business, being none, Commissioner Cox made a motion to adjourn the meeting. The motion was seconded by Commissioner Brown. Unanimous vote in favor taken. Motion passed, and the meeting was adjourned at approximately 11:21 a.m.



**BI-STATE DEVELOPMENT  
COMBINED OPERATIONS / AUDIT, FINANCE & ADMINISTRATION  
COMMITTEE MEETING  
OPEN SESSION MINUTES  
October 18, 2019**

**Operations Committee Members in Attendance**

Michael S. Buehlhorn  
Derrick Cox – via phone  
Irma Golliday – via phone  
Vernal Brown  
Rose Windmiller

**Audit, Finance & Administration Committee Members in Attendance**

Aliah Holman, Chair  
Justin Zimmerman – via phone  
Herbert Simmons – via phone (8:10 am)  
Fred Pestello  
Constance Gully – absent

**Staff in Attendance**

Taulby Roach, President and Chief Executive Officer  
Barbara Enneking, General Counsel and Deputy Secretary  
Myra Bennett, Manager of Board Administration  
Jim Cali, Chief Audit Executive  
Mark Vago, Sr. VP Chief Financial Officer  
Brenda Deertz, Administrator & Executive Assistant  
Jessica Mefford-Miller, Executive Director Metro Transit  
Larry Jackson, Executive Vice President Administration  
John Langa, Vice President Economic Development  
Patti Beck, Director Communications  
Mary Lamie, Executive Director Multi Modal Enterprises  
Diana Bentz, Vice President Talent Management  
Kathy Brittin, Director Risk Management Safety & Claims  
Chris Poehler, Asst. Executive Director Engineering Systems  
Matthew Hibbard, Social Media Communications Manager  
Kent Swagler, Director Corporate Compliance & Ethics  
Tamara Fulbright, Sr. Director Financial Planning & Treasury  
Angela Staicoff, Sr. Internal Auditor  
Kelli Fitzpatrick, Sr. Internal Auditor/PT  
David Toben, Director of Benefits  
Trenise Winters, General Manager MetroBus

Kerry Kinkade, VP Chief Information Officer  
Darren Curry, Chief Mechanical Officer  
Geoffrey Bullock, Superintendent Signal Maintenance  
Michael Gibbs, Manager Financial Operations-Admin & Business Operations  
Jeff Braun, Director of Real Estate  
Carmen Brothers, Retirement Plan Manager  
Anita Dunn, Health & Welfare Plan Manager  
Ted Zimmerman, Vice President Marketing & Communications  
Vicki Potter, Controller  
Tim Nittler, Director Capital Projects  
Amy Parker, ADA Coordinator  
Andrew Ghiassi, Director Safety/Chief Safety Officer  
Stephen Berry, General Manager Public Safety  
Virgie Chaffen, Director Labor Relations

#### **Others in Attendance**

Renita Duncan, Rubin Brown  
Kaleb Lilly, Rubin Brown

1. **Open Session Call to Order**  
**8:00 a.m.** Chairman Holman called the Open Session of the Combined Operations / Audit, Finance & Administration Committee Meeting to order at 8:00 a.m.
2. **Roll Call**  
**8:00 a.m.** Roll call was taken, as noted above.
3. **Public Comment**  
**8:01 a.m.** Chair Holman noted that no speaker cards were submitted for today's meeting.
4. **Minutes of the August 20, 2019 Combined Operations Committee and Audit, Finance & Administration Committee, Open Meeting**  
**8:01 a.m.** The minutes of the August 20, 2019, Combined Operations Committee and Audit, Finance & Administration Committee, Open Meeting were provided in the Committee packet. A motion to approve the minutes was made by Commissioner Windmiller and seconded by Commissioner Buehlhorn. **The motion passed unanimously.**
5. **Amended Agreement between Saint Louis County and Bi-State Development Agency of the Missouri-Illinois Metropolitan District (Metro) d/b/a Transportation Management Association**  
**8:01 a.m.** A briefing paper was provided in the Committee packet, regarding a request to refer to the Board of Commissioners, for approval, a request to renew the annual, Intergovernmental Agreement with Saint Louis County on behalf of its Department of Human Services Office of Family and Community Services Veterans Program and Bi-State Development Agency of the

Missouri-Illinois Metropolitan District (Metro) d\ba Transportation Management Association. Jessica Mefford-Miller, Executive Director Metro Transit, provided an overview of this issue.

A motion to approve this agenda item, as presented, was made by Commissioner Pestello and seconded by Commissioner Brown. **The motion passed unanimously.**

**6. Parkway Interlocking / Richmond Heights Turnout Design Services**

**8:03 a.m.** A briefing paper was provided in the Committee packet, regarding a request to refer to the Board of Commissioners, for approval, a request to enter into a contract with STV Inc. dba STV Engineers, Inc. to provide Parkway Interlocking/Richmond Heights Turnout Design Services. Chris Poehler, Assistant Executive Director Engineering Systems, provided an overview of this issue. He noted that Metro Transit has determined that the construction of an additional power crossover and turnout is necessary to achieve reliable levels of service during the future rehabilitation of the Skinker Tunnel and Big Bend Tunnel. The additional power crossover will be added to the existing single crossover Parkway Interlocking, located west of the Forest Park – DeBaliviere Passenger Station, near the Cross County MetroLink line. The new Richmond Heights Turnout will be located adjacent to the existing Richmond Heights Passenger Station, near Cross County. The turnout will consist of roughly 300 feet of unelectrified storage track, and will allow for the storage of work trains and equipment during revenue service near the respective tunnels. Mr. Poehler noted that this will be a negotiated contract, and those negotiations are ongoing. Final numbers will be presented to the Board of Commissioners at the November meeting. Commissioner Cox asked for clarification of the funding source for this project, and it was noted that the project is funded by a grant.

A motion to approve this agenda item, as presented, was made by Commissioner Brown and seconded by Commissioner Buehlhorn. **The motion passed unanimously.**

**7. Contract Award: New Flyer, for the Purchase of 14 Battery Electric Articulated Buses**

**8:06 a.m.** A briefing paper was provided in the Committee packet, regarding a request to refer to the Board of Commissioners, for approval, an authorization to award a contract to New Flyer for the purchase of fourteen (14) Battery Electric Articulated buses, to replace the Diesel Articulated buses currently in operation on the Grand Line. Jessica Mefford-Miller, Executive Director Metro Transit, provided an overview of this issue. Board of Commissioner discussion was held relating to the number of buses being purchased, future of the previously used buses, and the number of miles the battery electric buses would be capable of traveling per day. It was noted that the previously used buses would be retired and not refurbished, due to the fact that they are at the end of their useful life; the new buses will be capable of traveling 200 miles per day. Commissioner Golliday stated that she is excited to see this change. Commissioner Simmons noted that the Agency may see an increase in the cost on the front end; however, there will be a cost savings over time with the use of electric buses.

A motion to approve this agenda item, as presented, was made by Commissioner Buehlhorn and seconded by Commissioner Pestello. **The motion passed unanimously.**

**8. Airport Terminal Rehabilitation / Replacement**

**8:14 a.m.** A briefing paper was provided in the Committee packet, regarding a request to refer to the Board of Commissioners, for approval, a request for an internal loan, in an amount not to exceed \$850,000, from Bi-State Development (BSD) Executive Services to the St. Louis Downtown Airport (Airport) for the rehabilitation or replacement of the Airport Terminal. Mary Lamie, Executive Director Multi Modal Enterprises, provided an overview of this issue, noting that the St. Louis Downtown Airport Terminal Building (Terminal), which was constructed in 1982, has had consistent ceiling and wall water leaks. The leakage is attributed to several factors that include faulty windows, porous plaster siding, and/or exposed wood under the eaves. Improvements to repair the leakage have included crack and roof repair, structural changes, and caulking. Past repairs have provided temporary relief but have been unsuccessful in correcting the problems beyond a few years. The leakage has resulted in damage to walls, damage to ceiling tiles, and flooring problems; it is imperative that the leak issues be properly addressed, in order to maintain the building and prevent additional safety issues.

Ms. Lamie stated that the desired approach for repair is to conduct a Request for Proposals (RFP) from engineering/construction firms to enter into a Design/Build contract for the total repair of the Terminal. If during the building assessment, which will require portions of the roof and siding to be removed, it is determined a total replacement is more economical, the rehabilitation contract would be terminated and a new option would be developed. It was noted that up to \$850,000 will come from BSD Executive Services funds, which shall be offset by an increase in the Fuel Flow Fee of \$0.05 to \$0.15 from \$0.10. In addition to this increased fee, an additional Terminal Facility Fee shall be assessed, which will be \$10.00 for all aircraft using the East Apron at the Airport Terminal. It is anticipated that the increased fees will generate an additional \$80,000 in fuel flow fees and \$28,000 in Airport Terminal Facility Fee. The Airport has not increased the fuel flow fee for five years, and it is expected that increasing the fee as described above is not expected to cause the Airport to be less competitive than other Airports in the region. If current economic conditions continue, the loan will be paid off within 10 years. However, the Airport shall monitor fuel flow fees, total fuel flow, and Airport operations and may suggest a possible decrease in fees if needed in the future in order to meet market demands, which may extend the loan payback period.

Board discussion was held relating to the loan structure, time frame for repayment of the loan, and current financial standing of the Airport. Commissioner Holman requested that additional financial information be provided to the Board regarding these issues, prior to a decision being made at the November Board meeting.

A motion to forward this agenda item to the Board of Commissioners for consideration and approval at the November meeting, was made by Commissioner Buehlhorn and seconded by Commissioner Windmiller. **The motion passed. Commissioner Pestello abstained from the vote.**

**9. St. Louis Downtown Airport Surplus Property Holdings**

**8:25 a.m.** A briefing paper was provided in the Committee packet, regarding a request to refer to the Board of Commissioners, for approval, the report reaffirming and declaring that the properties located at the St. Louis Downtown Airport (Airport) as portions of property identified by locator

numbers 07-06.0-300-045, 07-06.0-300-043 and 07-06.0-400-033, as indicated in the briefing paper, are not required for BSD purposes and may, therefore, be declared surplus and conveyed to a successful offeror, selected through a competitive process. Mary Lamie, Executive Vice President - Multi Modal Enterprises, and John Langa, Vice President - Economic Development, provided an overview of this issue. Ms. Lamie referred to Exhibit 1, included with the briefing paper, and noted that at present, there is development interest from Sauget Properties (Developer) to acquire Property A in conjunction with a commercial development for a truck stop. It was noted that the next steps would be to conduct a survey and appraisal of the property, and accept bids. Mr. Langa noted that the approximate costs for the next steps is estimated to be approximately \$27,000. Commissioner Buehlhorn asked if Bi-State Development would attempt to recoup those costs, and Mr. Langa stated that the Agency would ask for reimbursement of those expenses. Commissioner Cox asked if Bi-State Development has any plans for the use of the property, and Ms. Lamie replied that it does not.

A motion to approve this agenda item, as presented, was made by Commissioner Brown and seconded by Commissioner Buehlhorn. **The motion passed unanimously.**

**10. 2019 Annual Surplus Property Holdings**

**8:28 a.m.** A briefing paper and supplemental items were provided in the Committee packet, regarding a request to refer to the Board of Commissioners, for approval, the report reaffirming and approving that the properties included in Table 1 are not required for BSD purposes, and may, therefore, be declared surplus and subject to sale, lease, or the grant of other property rights. John Langa, Vice President - Economic Development, and Jeff Braun, Director of Real Estate, provided an overview of this issue. Mr. Langa noted that an update is given annually, regarding Bi-State Development surplus property holdings. This year, there are 94 surplus properties noted, which are outline in Table 1. Commissioner Windmiller asked if the properties are marketed. Mr. Langa noted that they are; however, some of the properties are only remnant parcels. Commissioner Buehlhorn commended John Langa and Jeff Braun for their work on compiling these annual reports.

A motion to approve the agenda item, as presented, was made by Commissioner Simmons and seconded by Commissioner Brown. **The motion passed unanimously.**

**11. North Hanley MetroLink Station Development Proposal**

**8:34 a.m.** A briefing paper was provided in the Committee packet, regarding a request to refer to the Board of Commissioners, for approval, the updated North Hanley Transit Oriented Development (TOD) project, to reconfirm: (1) conveyance of properties via lease, sale, joint development buyout, or other alternative acceptable to BSD, the Federal Transit Administration (FTA) and Bywater Development (Developer) based on the Developer's TOD proposal (Proposal) - conditioned upon St. Louis County (County) and other approvals as needed for development; (2) declare the BSD property in question as an incidental, non-transit use (as described in FTA Circular C 7050.1) and declare the BSD property, proposed for development, as excess property (BSD Board Policy Section 40.050); and, (3) herein authorize, BSD's President and CEO to finalize and execute documents and agreements in support of the project. John Langa, Vice President - Economic Development, provided an overview of this issue, noting that this item was previously approved by the Board of Commissioners; however, the Developer has

submitted a revised request, to increase the size of the development area. The project is moving through the zoning process with St. Louis County, and staff is asking that the Board reaffirm the project, to include the new acreage.

A motion to approve this agenda item, as presented, was made by Commissioner Pestello and seconded by Commissioner Holman. **The motion passed. Commissioner Buehlhorn abstained from the vote.**

**12. On-Call Real Estate Brokerage Services**

**8:36 a.m.** A briefing paper was provided in the Committee packet, regarding a request to refer to the Board of Commissioners, for approval, an authorization to hire CBRE for on-call real estate brokerage services. John Langa, Vice President - Economic Development, provided an overview of this issue, noting that BSD's Economic Development Department uses on-call real estate brokerage services, as needed, to support BSD's overall operations and requirements. He stated that currently, BSD is contracted with the firm Avison Young for these services, and that contract expires on January 19, 2020. Given Avison Young's upcoming contract expiration, in July, BSD Procurement sent RFP's to 11 area brokerage firms for on-call brokerage services and undertook an evaluation process in August to review the qualifications of the responding firms. From that overall effort, three (3) firms responded and BSD staff is recommending CBRE's hiring. The term would be for two-years, starting in January 2020, with one-option year. CBRE, the largest brokerage firm in the world, has a full service office in St. Louis with expertise in office, industrial and retail property in Missouri and Illinois. President and CEO Roach noted that he asked that Avison Young be excluded from consideration, due to the fact that his daughter is an employee of that company in North Carolina.

A motion to approve this agenda item, as presented, was made by Commissioner Buehlhorn and seconded by Commissioner Windmiller. **The motion passed unanimously.**

**13. Contract Modification: Additional Funds for Broker of Record Services**

**8:39 a.m.** A briefing paper was provided in the Committee packet, regarding a request to refer to the Board of Commissioners, for approval, an authorization to a request for additional funding for the current McGriff, Seibels & Williams Broker of Record Services contract #17-RFP-103939-SG. Kathy Brittin, Director – Risk and Absence Management, provided an overview of this issue, noting that on February 27, 2017, Bi-State Development (BSD) awarded a three (3) year contract, with two (2) option years, to McGriff, Seibels & Williams to provide insurance brokerage services, where they secure insurance coverage on behalf of BSD. The period of performance includes three (3) base years and two (2) option years (February 2017– February 2022), for an amount of \$498,750. Bi-state Development is in the final year of the base years; however, a contract modification has been executed to include three (3) new/additional coverages (law enforcement legal, environmental and management liability). Ms. Brittin stated that since additional coverages were secured, the contract will exceed \$500,000 for a competitive negotiation procurements, which will require Board approval. Additional funding in the amount of \$56,000 is needed to complete Contract Year 5. Commissioner Buehlhorn asked if there is money in the operating funds to cover this cost. Ms. Brittin indicated that funds are available.



A motion to approve this agenda item, as presented, was made by Commissioner Buehlhorn and seconded by Commissioner Holman. **The motion passed unanimously.**

**14. Update on Drug & Alcohol Policy & Plan**

**8:41 a.m.** A briefing paper was provided in the Committee packet, regarding a request to refer to the Board of Commissioners, for approval, a request to authorize the President & CEO to approve the Drug & Alcohol Policy & Plan (Policy & Plan) revisions. Kathy Brittin, Director Risk & Absence Management, provided an overview of this issue. She noted that the primary Policy & Plan revisions being implemented are as follows:

- The Policy & Plan will be signed by President & CEO, and the Board of Commissioners will be notified of any major revisions; and
- 49 CFR 655.45 which requires BSD to random test 50% of safety sensitive employees in lieu of 25% per calendar year; and
- 49 CFR 655.33 (b) which deals with alcohol consumption while on call and allows the employee to acknowledge use and be excused from the on call duty; and
- Updated Supervisor Testing Authorization form which will help in the proper selection of the a DOT or Non-DOT test; and
- Implementation of oral rapid (saliva) test devices for Non-DOT test screening.

Ms. Brittin commended Ed Kramer, Drug & Alcohol Program Manager, for his work on the proposed revisions to the Policy & Plan.

Commissioner Buehlhorn asked if the differences in Missouri and Illinois regarding the legalization of cannabis would affect the Policy. Ms. Brittin indicated that it would not have an impact, due to the fact that these policies fall under Federal guidelines.

A motion to approve this agenda item, as presented, was made by Commissioner Brown and seconded by Commissioner Windmiller. **Motion passed unanimously.**

**\*\*\* Commissioner Simmons, who had been participating in the meeting via phone, arrived at the meeting at approximately 8:43 a.m.**

**15. Brentwood Bus Garage, Surplus Property**

**8:44 a.m.** A briefing paper was provided in the Committee packet as an information update on the Brentwood Bus Garage Surplus Property Project. John Langa, Vice President Economic Development, provided a brief overview of this issue. He stated that, in March 2019, Ameren put the Ameren Property under contract ((0.69 +/- acres at \$1.57 per square foot, (based on the most recent appraisal), or \$47,100)). In addition to this acreage, Ameren will have to acquire access easements as noted in the contract (likely in the 0.20 +/- acreage range). It is likely Ameren may close on the Ameren Property this fall after gaining all necessary site development permits. In recent conversations with the City (City Administrator), the City is indicating that at some time in 2020 it could be interested in acquiring a portion or all of the remainder Surplus Property (Remainder Property), estimated at some 6.5 +/- acres, with recently enacted City sales-tax funds for a conservation and park area that would be created in conjunction with Great Rivers Greenway and the Deer Creek Watershed Alliance. Mr. Langa stated that, if, as the Remainder

Property is reappraised and is determined to be approximately \$1.57 per square foot, that sale could be in the \$440,000 range, a disposition amount higher than either the BSD President and CEO or BSD Vice President, Economic Development may approve; however, given the Board's November 2018, Resolution, the BSD President and CEO would be able to negotiate and finalize the documents to convey this Property on their behalf. Mr. Langa noted that, as with the Ameren Property, if there is an offer on the Remainder Property, BSD would advertise for competing interests, re-appraise the Remainder Property and work with the Federal Transit Administration to gain its approval on this disposition. This item was presented for information only.

#### **16. Operations Report**

**8:46 a.m.** An operations report for Metro Transit was included in the Committee packet. Jessica Mefford-Miller, Executive Director of Metro Transit provided a summary of the report for the Committee. This item was submitted as information only, and no action is needed by the Committee. Ms. Mefford-Miller noted that Metro Transit continues to suffer a work force shortage and unauthorized absences have increased. With regard to MetroReimagined and the changes that were made to bus routes, evaluation of the changes is an ongoing process with minor adjustments to the routes being made based upon input from front-line staff and from riders. Metro will continue to collect input from customers and additional modifications will be made in March, 2020. Metro will also be working to bring service levels back up in St. Louis County. She further noted that a limited pilot program is being implemented with Lyft, in order to look at options supplying the right size of service to meet the needs of the ridership. Commissioner Holman asked how the feedback process is being explained to customers. Ms. Mefford-Miller stated that this is being accomplished through communications with Metro Customer Service, operators and other front-line staff, and the Communications Department. Commissioner Windmiller posed questions regarding the Lyft pilot program. Ms. Mefford-Miller stated that the current pilot program is very limited; however, Metro is planning a larger program to be implemented later this month. She noted that Metro has only a limited partnership with Lyft at this point. Commissioner Buehlhorn asked for an update regarding Route #80, and the issues that were brought to the Combined Committee meeting by the public in September. An update will be provided at the next Operations Committee meeting.

**\*\*\* 9:00 a.m. Commissioner Zimmerman, who was participating via phone, left the meeting.**

#### **17. Pension Audit Updates**

**9:04 a.m.** A briefing paper was provided in the Committee packet, providing an informational update on the results of the 2019 audits for all pension plans. David Toben, Director of Benefits, and Carmen Brothers, Retirement Plan Manager, provided a brief overview of this issue. It was noted that the Pension Data Audit, issued by Bi-State Development's Internal Audit Department in March 2012, identified policy, procedure, recordkeeping and internal control deficiencies that affected both financial reporting and the general administration of the pension plans. A major recommendation made by Internal Audit was for the pension trustees to engage an independent certified public accounting firm to perform an annual financial statement audit. It was noted that the recommendation was implemented, and the audit reports referenced reflect compliance through the most recent plan year. Ms. Brothers noted that all three pension plans received unmodified, "clean" audit opinions for plan years ended 2019.

**18. IAD Follow-Up Summary – 1<sup>st</sup> Quarter FY 2020**

**19. IAD Status Report – 1<sup>st</sup> Quarter FY2020**

**20. IAD SSO Status Report – 3<sup>rd</sup> Quarter CY2019**

**9:06 a.m.** Briefing papers were provided in the Committee packet, regarding Items #18, #19, and #20. These items were presented for information only. Chair Holman asked Jim Cali, Chief Audit Executive, if he had any additional comments regarding these items, and asked if there were any questions from the Committee regarding these reports. Being no questions, Chair Holman moved to the next agenda item.

**21. President/CEO Report**

**9:08 a.m.** Bi-State Development President and Chief Executive Officer, Taulby Roach, addressed the Committee, noting that a partial budget has been approved by the St. Louis County Council, on an amended basis. He noted that additional approval would be sought in December, 2019, and would be dependent upon the Agency's submittal to the County Council of a joint security plan and modifications to the MetroReimagined plan. Mr. Roach noted that he would like to receive input from the Board of Commissioners regarding the security plan, at the upcoming Security Sub-Committee meeting. Commissioner Cox thanked Mr. Roach for his continued work with St. Louis County regarding these issues.

**22. Unscheduled Business**

**9:10 a.m.** A briefing paper was provided to the Committee, regarding a request to accept, and refer to the Board of Commissioners for approval, authorization of the President and CEO to award a sole source contract to Raineri Construction, LLC, to provide the necessary work required to remove and replace the existing concrete sidewalks, installation of concrete bus deployed wheel chair ramp pads, concrete bus shelter pads, ADA curb ramps, site restoration, and other miscellaneous items to improve St. Clair County Transit District bus shelters at nine locations, in an amount not to exceed **\$128,691.50**.

Jessica Mefford-Miller, Executive Director Metro Transit, and Chris Poehler, Assistant Executive Director Engineering Systems, provided an overview of this issue.

A motion to accept this agenda item, as presented, was made by Commissioner Brown and seconded by Commissioner Buehlhorn. Commissioner Simmons and Commissioner Cox abstained from the vote. **Motion passed.**

**23. Adjournment to Executive Session – 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 pursuant to Bi-State Development Board Policy Chapter 10, §10.080(D) Closed Records; Legal under §10.080(D)(1); Real Estate under §10.080(D)(2); Personnel under §10.080(D)(3); Health Proceedings under §10.080(D)(4); Employee Negotiations under §10.080(D)(5); Data Processing under §10.080(D)(6); Purchasing and Contracts under §10.080(D)(7); Proprietary Interest under §10.080(D)(8); Hotlines under §10.080(D)(9); Auditors under §10.080(D)(10); Security under §10.080(D)(11); Computers under §10.080(D)(12); Personal**

**Access Codes under §10.080(D)(13); Personal Information under §10.080(D)(14); Insurance Information under §10.080(D)(15); Rail, Bus, or Facilities Safety and Accidents under §10.080(D)(16) or Protected By Law under §10.080(D)(17).**

**9:13 a.m.** Committee Chair Holman requested a motion to allow the Committee to move into closed session as permitted under Bi-State Development Board Policy, Chapter 10, Section 10.080, (D) (1) - Legal and (D) (10) – Audit.

A motion to move into Executive Session was made by Commissioner Simmons and seconded by Commissioner Brown. A roll call vote was taken as follows:

Aliah Holman – Yea  
Vernal Brown – Yea  
Fred Pestello – Yea  
Rose Windmiller – Yea

Michael S. Buehlhorn – Yea  
Derrick Cox – Yea  
Irma Golliday – Yea  
Herbert Simmons – Yea

**Motion passed unanimously, and the Committee moved into Executive Session at 9:13 a.m.**

**24. Reconvene to Open Session**

**10:14 a.m.** The Committee reconvened to the Regular Meeting at approximately 10:14 a.m. Chair Holman noted that, per recent changes to Board Policy, no final action votes will be taken in a closed meeting or closed, executive session. She noted that, for items requiring final action, a roll call vote shall be taken in Open Session.

Commissioner Simmons made a motion to approve the minutes from the August 20, 2019 Executive Session of the Combined Operations & Audit, Finance, and Administration Committee meeting, and that these minutes shall remain a closed record of the Agency. The motion was seconded by Commissioner Brown.

Aliah Holman – Yea  
Vernal Brown – Yea  
Fred Pestello – Yea  
Rose Windmiller – Yea

Michael S. Buehlhorn – Yea  
Derrick Cox – Yea  
Irma Golliday – Yea  
Herbert Simmons – Yea

**The motion passed.**

Commissioner Buehlhorn made a motion to accept, and forward to the Board of Commissioners for approval, the Draft Financial Audit for Fiscal Year ended June 30, 2019. The motion was seconded by Commissioner Brown.

Aliah Holman – Yea  
Vernal Brown – Yea  
Fred Pestello – Yea  
Rose Windmiller – Yea

Michael S. Buehlhorn – Yea  
Derrick Cox – Yea  
Irma Golliday – Yea  
Herbert Simmons – Yea

**The motion passed.**

Commissioner Simmons made a motion to accept, and forward to the Board of Commissioners for approval, the Draft ADA No-Show Policy Audit, as presented. The motion was seconded by Commissioner Windmiller.

Aliah Holman – Yea  
Vernal Brown – Yea  
Fred Pestello – Yea  
Rose Windmiller – Yea

Michael S. Buehlhorn – Yea  
Derrick Cox – Yea  
Irma Golliday – Yea  
Herbert Simmons – Yea

**The motion passed.**

**25. Adjournment**

**10:16 a.m.** Chair Holman asked if there was any further business. Being no further business, Commissioner Windmiller made a motion to adjourn the meeting. The motion was seconded by Commissioner Buehlhorn. Unanimous vote in favor was taken. The motion passed, and the meeting was adjourned at approximately 10:16 a.m.

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Deputy Secretary to the Board of Commissioners  
Bi-State Development



**BI-STATE DEVELOPMENT  
SECURITY SUB-COMMITTEE MEETING  
OPEN SESSION MINUTES  
October 29, 2019**

**Sub-Committee Members in Attendance**

**Missouri**

Rose Windmiller, Co-Chair  
Vernal Brown  
Fred Pestello – absent

**Illinois**

Herbert Simmons, Co-Chair  
Derrick Cox  
Irma Golliday – absent

**Other Commissioners in Attendance**

Constance Gully  
Aliah Holman – absent

Michael Buehlhorn  
Justin Zimmerman – absent

**Staff in Attendance**

Taulby Roach, President and Chief Executive Officer  
Barbara Enneking, General Counsel and Deputy Secretary  
Myra Bennett, Manager of Board Administration  
Brenda Deertz, Administrator/Executive Assistant to the President & CEO  
Stephen Berry, General Manager - Public Safety, Central Facility - Public Safety  
Kevin Scott, Director - Public Safety, Central Facility - Public Safety  
Vernon Summers, Manager - Contract Security, Central Facility - Public Safety  
Jessica Mefford-Miller, Executive Director Metro Transit  
Patti Beck, Director of Communications  
Larry Jackson, Executive Vice President Administration  
Andrew Ghiassi, Director of Safety, Chief Safety Officer  
Ted Zimmerman, Vice President Marketing & Communication  
Jerry Vallely, External Communications Manager

**Others in Attendance**

Ken Sharkey, St. Clair County Transit District  
Jim Wild, East-West Gateway  
Marcie Meystrik, East-West Gateway  
Lurae Stuart, WSP  
Michael Calhoun, KMOX radio

**1. Open Session Call to Order**

**9:00 a.m.** Chair Windmiller called the Open Session of the Bi-State Development Agency, Security Sub-Committee Meeting to order at 9:00 a.m.

**2. Roll Call**

**9:00 a.m.** Roll call was taken, as noted above.

**3. Introduction of Security Team (Preliminary Findings and Current Status)**

**9:02 a.m.** President and Chief Executive Officer, Taulby Roach, noted that the three new members of the Security Team: Stephen Berry, General Manager - Public Safety, Central Facility - Public Safety; Kevin Scott, Director - Public Safety, Central Facility - Public Safety; and Vernon Summers, Manager - Contract Security, Central Facility - Public Safety, are in attendance at today's meeting. Mr. Berry introduced Mr. Scott and Mr. Summers, and all three members of the security team gave brief overviews of their backgrounds.

Stephen Berry gave an overview of the security team's preliminary findings and assessment of the current status of Metro Transit security. He noted that nuisance behavior has been drawn into the transit system, and that Metro must be proactive to reduce those elements from impacting the system. He stated that a team approach will be used to address these issues, and considerable change is needed. Mr. Berry stated that there are multiple layers of issues that are impacting safety issues, and Metro must "unwind", before it will be able to rebuild.

Mr. Berry noted that the system must focus on the needs of its clients and ridership. He stated that ridership is down, due to a number of factors, outside of safety concerns. Ridership stems off of the economy, and currently, it is fairly easy to own a car and drive, versus using public transit. The relationships formed with the riders are extremely important, and this needs to be a focus. He noted that partnering with WSP has been a significant help in identifying and concentrating on the needs of the riders. He added that WSP has identified 99 "bullet points" which need attention, and Metro is working to address those issues.

Mr. Berry stated that Metro has had a history of fragmented relationships with its contracted security and law enforcement partners, and these issues are being addressed. Meetings are being held to rebuild and strengthen these relationships. A code of conduct is being established, as well as contracts which better outline the roles and responsibilities of the members of the team. In addition, Metro needs to develop a long-term technology solution for the transit system, including the updating of cameras, and restructuring of roles so that dispatch can focus on dispatch, and security will focus on monitoring of cameras and other security issues. Mr. Berry noted that obtaining and sharing of safety and security data is necessary, such as times and dates of incidents, in order to determine any patterns of conduct or activity, and address those patterns. He stated that the entire security team understands that, with regard to these issues, all eyes are on them at this point. Mr. Berry stated that the team is focused on changing the climate and atmosphere of the system, and that they are moving as quickly as possible to address these issues.

Commissioner Cox stated that he feels better hearing from the new security staff, and has faith that they can make the needed changes to the system. He asked the security team what the Board of Commissioners can do to help them. Mr. Berry stated that staff appreciates input on any items that the Board feels needs to be addressed. He stated that everyone in this room needs to be on the same team, working towards the same goals, and he stated that he appreciates knowing that leadership stands behind them in addressing these important issues.



Commissioner Gully asked for clarification of the 99 bulleted areas Mr. Berry referenced. He noted that these will be reviewed in more detail by Ms. Lurae Stuart in the executive session; however, they are 99 issues, divided into 6 categories, which WSP has identified as areas in which Metro should improve. He noted that they are not “location based” areas.

Commissioner Gully asked for clarification as to how security efforts will be coordinated within the transit system, not only regarding the trains, but also the buses and with ridership. Mr. Berry stated that contracted security, secondary police officers, and in house public safety officers will be trained regarding the needs of the ridership. Although the riders and operators are the “boots in the field”, they help to provide information of what issues need to be addressed and the level of interaction that may need to improve, in order for the entire system to be more customer focused.

Commissioner Buehlhorn stated that it seems that no matter what happens in the community, Bi-State always seems to be blamed for the issues. He asked how Metro will be working with its law enforcement partners. Mr. Berry was noted that there have been issues between Metro and its law enforcement partners in the past, but that Metro is working to mend those fences; however, there may be some resistance, because they do not know the new security team members yet. It was also noted that through recent meetings, there has been more sharing of information, and that information sharing is critical to Metro achieving its goals and success.

Commissioner Buehlhorn commended Jessica Mefford-Miller, Executive Director Metro Transit, and Scott Grott, General Manager MetroLink, for their work during this interim period and for their efforts regarding the hiring process for the new security team members.

Commissioner Simmons stated that the security team will have the support they need from the Board of Commissioners on these efforts, and he stated that he feels that the bar has been raised.

Commissioner Brown stated that she would like to welcome the new members of the security team, and cannot wait to see them in action.

**4. Public Comment**

**9:40 a.m.** Chair Windmiller noted that no speaker cards were presented.

**5. Motion to move Executive Session**

**9:41 a.m.** Chair Windmiller requested a motion to allow the Committee to move into closed session as permitted under Bi-State Development Board Policy, Chapter 10, Section 10.080, (D) (1) – Legal, (D) (3) – Personnel, (D) (7) – Purchasing and Contracts, and (D) (11) – Security.

A motion to move into Executive Session was made by Commissioner Cox and seconded by Commissioner Brown. A roll call vote was taken as follows:

Rose Windmiller – Yea  
Vernal Brown – Yea  
Constance Gully – Yea

Herbert Simmons – Yea  
Derrick Cox – Yea  
Michael S. Buehlhorn – Yea

**Motion passed unanimously, and the Committee moved into executive session at 9:42 a.m.**

Chair Windmiller left the Executive Session portion of the meeting at approximately 10:29 a.m., and Co-Chair Simmons served as Chair for the remainder of the meeting.

**6. Reconvene to Regular Meeting**

**10:55 a.m.** The Committee reconvened to the Regular Meeting at approximately 10:55 a.m. Chair Simmons noted that no action items votes are needed at this time.

**7. Adjournment**

**10:56 a.m.** Chair Simmons asked if there was any further business; being none, Commissioner Gully made a motion to adjourn the meeting. Motion was seconded by Commissioner Brown. Unanimous vote in favor taken. Motion passed, and the meeting was adjourned at approximately 10:56 a.m.

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Deputy Secretary to the Board of Commissioners  
Bi-State Development

Open Session Item

**10. a.**

**Bi-State Development  
Board of Commissioners  
Open Session Agenda Item  
November 22, 2019**

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**From:** Taulby Roach, President and Chief Executive Officer  
**Subject:** **Amended Agreement between Saint Louis County and Bi-State Development Agency of the Missouri-Illinois Metropolitan District (Metro) d/b/a Transportation Management Association**  
**Disposition:** Approval  
**Presentation:** Jessica Mefford-Miller, Executive Director – Metro Transit; Jeffrey Butler, General Manager Paratransit

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**Objective:**

To present to the Board of Commissioners for approval, a request to renew the Intergovernmental Agreement with Saint Louis County on behalf of its Department of Human Services Office of Family and Community Services Veterans Program and Bi-State Development Agency of the Missouri-Illinois Metropolitan District (**Metro**) d/b/a Transportation Management Association.

**Background:**

In the fall of 1998, the Bi-State Development Agency submitted a proposal to the East-West Gateway Coordinating Council to establish a Transportation Management Association (**TMA**) to better serve the needs of residents and social service agencies in the St. Louis metropolitan area. Bi-State was the successful proposer and has developed the TMA and necessary infrastructure to support a regional service coordination effort. This cooperative association has joined together to provide the community with a coordinated information and referral network that includes unified communications, coordinated vehicle routing, trip scheduling, dispatching, vehicle maintenance, unified record keeping and customer service enhancements.

In March of 2004, the TMA began to provide accessible transportation under an agreement with Saint Louis County on behalf of its Department of Human Services Office of Family and Community Services Veterans Program to provide disabled veterans transportation services to and from doctor and hospital appointments utilizing grant money that was awarded to the County from the Missouri Veterans Commission. This agreement has been extended each successive fiscal year through the current year with the necessary rate increases. The current agreement awaiting approval is for the amount not to exceed Forty Thousand Dollars, (\$40,000) for the extension period (August 22, 2019, to June 30, 2020).

Payments to the TMA are reimbursed according to the following fee scale:

**Ambulatory Riders:**

\$29.70 per ride for the first six miles. Additional mileage cost of \$4.95 for each additional mile over the first six. A charge of \$5.20 for each additional ambulatory rider or caregiver.

**Wheel Chair or Lift Trip:**

\$47.20 per ride for the first eight miles. Additional mileage cost of \$5.90 for each additional mile over the first eight. A charge of \$5.20 for each additional ambulatory rider or caregiver or \$13.85 for additional wheel chair riders.

**No Shows and Late Cancellations with less than 2-hours' notice will be billed at full rate.**

**Previous Committee Action:**

This item was presented at the October 18, 2019, Combined Meeting of the Operations Committee and Audit, Finance & Administration Committee, and it has been recommended by the Committee for approval.

**Board Action Requested:**

The Committee recommends that the Board of Commissioners approve a request to authorize the President & CEO to execute this annual Intergovernmental Agreement with Saint Louis County on behalf of its Department of Human Services Office of Family and Community Services Veterans Program for services provided for the period August 22, 2019, to June 30, 2020.

**Attachments:**

Intergovernmental Agreement with Saint Louis County on behalf of its Department of Human Services Office of Family and Community Services Veterans Program.

**Funding Source:**

Not applicable.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE BI-STATE  
DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN  
DISTRICT APPROVING THE AMENDED AGREEMENT WITH ST LOUIS  
COUNTY FOR THE COMMUNITY SERVICES VETERANS  
TRANSPORTATION PROGRAM**

**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*, with an initial grant from the East-West Gateway Coordinating Council the Agency established a Transportation Management Association (TMA) to better serve the needs of the residents and social service agencies in the St. Louis metropolitan area; and

*Whereas*, the TMA has joined together to provide the community with a coordinated information and referral network that includes unified communications, coordinated vehicle routing, trip scheduling, dispatching, vehicle maintenance, unified record keeping and customer service enhancements; and

*Whereas*, in March 2004 the TMA began delivering services under an agreement between the Agency and St. Louis County on behalf of its Department of Human Services, Office of Family and Community Services, Veterans Program to provide disabled veterans transportation services to and from doctors and hospital appointments and to utilize grant money that was awarded to St. Louis County from the Missouri Veterans Commission; and

*Whereas*, the Amended Agreement with St. Louis County is for an amount not to exceed Forty Thousand Dollars, (\$40,000), for the extension period from August 22, 2019, to June 30, 2020, for the delivery of disabled veterans transportation services; and

*Whereas*, it is feasible, necessary and in the public interest for the Agency to approve the Amended Agreement between the Agency and St. Louis County on behalf of its Department of Human Services, Office of Family and Community Services, Veterans Program in an amount not to exceed Forty Thousand Dollars, (\$40,000), for the extension period from August 22, 2019, to June 30, 2020, 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 Amended Agreement. The Board of Commissioners hereby approves the Amended Agreement with St. Louis County on behalf of its Department of Human Services, Office of Family and Community Services, Veterans Program in an amount not to exceed Forty Thousand Dollars, (\$40,000), for the extension period from August 22, 2019, to June 30, 2020, 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 Amended Agreement. The form of the Amended Agreement (as provided in the Attachment to the Briefing Paper 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 Amended Agreement, with such changes, modifications, insertions and omissions as may be deemed necessary or desirable to effect the Amended Agreement, with the necessity or desirability of such changes, modifications, insertions and omissions being conclusively evidenced by their execution thereof.

Section 4. Further Negotiation. The Board of Commissioners further authorizes and directs the officers of the Agency, including without limitation, the President and CEO, to negotiate with St. Louis County as may be necessary to finalize the terms and conditions of the Amended Agreement consistent with the Agency's Briefing Paper presented to the Board of Commissioners at the meeting approving this Resolution, and the officers of the Agency, including without limitation the President and CEO, 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 Amended Agreement, with the necessity or desirability of such changes, modifications, insertions and omissions being conclusively evidenced by their execution thereof.

Section 5. 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 Amended Agreement and the execution of such documents or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 6. 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 7. Rights Under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency and St. Louis County.

Section 8. Governing Law. The laws of the State of Missouri shall govern this Resolution and the Amended Agreement.

Section 9. 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 Amended Agreement.

Section 10.      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 Amended Agreement.

Section 11.      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 22<sup>nd</sup> day of November, 2019.

***In Witness Whereof***, the undersigned has hereto subscribed his signature and caused the Seal of the Agency to be affixed.

**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 10.a.**

**Attachment**

**AGREEMENT  
BY AND BETWEEN SAINT LOUIS  
COUNTY ON BEHALF OF ITS  
DEPARTMENT OF HUMAN SERVICES  
OFFICE OF FAMILY AND COMMUNITY SERVICES  
VETERANS PROGRAM  
AND  
BI-STATE DEVELOPMENT AGENCY OF THE  
MISSOURI-ILLINOIS METROPOLITAN DISTRICT (METRO)  
d\b\A TRANSPORTATION MANAGEMENT ASSOCIATION**

This amended agreement made and entered into on August 22, 2019, by and between Bi-State Development Agency of the Missouri-Illinois Metropolitan District (METRO) d\b\A Transportation Management Association, hereinafter referred to as "TMA" or "SUB-RECIPIENT" and Saint Louis County, on behalf of its Department of Human Services, Office of Family and Community Services, Veterans Program hereinafter referred to as "County" or "GRANTEE".

WITNESSETH:

WHEREAS, COUNTY has been awarded a grant from the Missouri Veterans Commission, and

WHEREAS, the County Executive is authorized by **Ordinance Number 27,528** to execute this agreement, and

WHEREAS, the purpose of said grant is to provide accessible transportation for disabled veterans to doctor and hospital appointments utilizing TMA's drivers and equipment, and

NOW, THEREFORE, in consideration of the premises and mutual obligation herein stated, the parties do mutually agree as follows:

**ARTICLE I – TERM OF AGREEMENT**

**1.1** The term of this agreement shall expire **June 30, 2020**.

**ARTICLE II – SCOPE OF WORK**

**2.1** The attached **Exhibit A** outlines the Scope of Work for the Veterans Service Officer Grant in regards to the GRANTEE and SUBRECIPIENT responsibilities.

**ARTICLE III – COMPENSATION**

**3.1** Budget Compliance. The SUBRECIPIENT agrees to expend all funds in accordance with ARTICLE III of this agreement.

**3.2** Reimbursement. The COUNTY agrees to reimburse the SUBRECIPIENT an amount not to exceed Forty Thousand Dollars, (\$40,000.00) for the period from August 22, 2019 to June 30, 2020.

**Payment will be reimbursed according to the following fee scale:**

**For ambulatory riders:** \$29.70 per one-way trip for groups under eight persons a six mile minimum and \$4.95 for each additional mile, as reflected on Exhibit B, the Veterans Services Rate Sheet (attached hereto and incorporated by reference herein).

**For additional ambulatory riders:**

\$5.20 each additional rider or care giver

**For veterans using wheelchairs or other assistive devices:**

\$47.20 per one-way trip for an eight mile minimum, and \$5.90 for each additional mile, as reflected on Exhibit B, the Veterans Services Rate Sheet (attached hereto and incorporated by reference herein).

Additional passengers - \$5.20 for each rider or care giver; additional wheelchair passengers @ \$13.85 each.

3.3 Reimbursement Requests. SUBRECIPIENT will submit monthly invoice for payment by the 5<sup>th</sup> business day of each month, beginning October 7, 2019. Reimbursements will be made by the COUNTY within 30 days of receipt of requests that are deemed by county to be valid and complete. Requests for reimbursement that are received more than 60 days after the date the expenditure was incurred may not be reimbursed. A final invoice with proper documentation must be submitted no later than 60 days after the contract termination date. Invoices submitted after this date may not be processed for payment.

**ARTICLE IV-GENERAL TERMS AND CONDITIONS**

4.1 Compliance with Laws. The SUBRECIPIENT shall comply with all provisions of the Constitution and laws of the United States and the State of Missouri, and with the charter and Ordinances of Saint Louis County, as the same shall apply hereto.

4.2 Assurance of Access and Safety. The COUNTY assures compliance with the Americans with Disabilities Act (ADA) in regard to the operation of and provision of services specified in the Contract, and assures that all facilities used to carry out program activities meet ADA requirements and meet applicable health and safety standards.

4.3 Nondiscrimination in Provision of Services. The SUBRECIPIENT gives assurance and understands that this Contract is awarded in reliance on such assurance that the SUBRECIPIENT will not unlawfully exclude persons from services or employment under this Contract on the basis of sex, religion, race, national origin, age, disability or veteran status.

4.4 Assignment of Contract. The SUBRECIPIENT agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Contract without the previous consent and written approval of the COUNTY, provided, however, that, as set forth in the SUBRECIPIENT'S response to the COUNTY'S proposal, TMA participating agencies will be performing certain of the services under this Contract.

4.5 Hold Harmless Agreement. The parties agree that each will be responsible for any personal injury or property damage liability, losses, costs, or expenses proximately caused by or resulting from the negligent acts or omissions of such party or any of its officers, employees, volunteers, clients, residents, or sub-contractors in the performance of this Contract, and neither party will make any claim with regard to the other party's responsibility for the same. Subject to applicable laws

4.6 Waiver. Failure of the COUNTY or SUBRECIPIENT to insist on performance of any of the terms of this Contract shall not be construed as a waiver of such terms and the same shall remain in full force and effect for the total Contract term.

4.7 Venue. In the event any actions or proceedings are initiated with respect to this Contract, the COUNTY and the SUBRECIPIENT agree that venue thereof shall be in St. Louis County, Missouri.

4.8 Independent Contractor. The relationship of the SUBRECIPIENT to the COUNTY shall be that of an independent contractor and no principal/agent or employer/employee relationship is created by this Contract.

4.9 Amendments of Contract. This Contract may be amended only upon the written agreement of the COUNTY and the SUBRECIPIENT.

## **ARTICLE V – TERMINATION**

Termination of this Contract may occur, with or without cause, prior to the expiration of the term of this Contract in the following manner:

5.1 It is understood and agreed that in the event funds from the Missouri Veterans Commission are not obtained and continued at a level sufficient to allow for the purchase of the specified services, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

5.2 It is further understood and agreed that either party at any time may, with cause related to adequacy of performance, terminate this Contract by providing (90) Ninety-Days written notice.

## **ARTICLE VI – NOTICE**

6.1 Any written notice of Contract termination shall be sent by certified mail, first class, postage paid, and notice shall be effective by deposit in the mail. Notices shall be sent to:

- (1) Saint Louis County  
c/o Andrea Jackson-Jennings, Director  
Saint Louis County Department of Human Services  
500 Northwest Plaza Suite 800  
St. Ann, MO 63074
- (2) TMA/METRO  
c/o Jeffrey Butler, General Manager, Paratransit Operations  
211 N. Broadway Suite 700  
St. Louis, MO 63102

6.2 SUBRECIPIENT shall notify COUNTY at least 90 days in advance of the expiration of this Contract if SUBRECIPIENT does not want to renew the Contract for an additional term.

## **ARTICLE VII - EXHIBITS AND ATTACHMENTS**

The following exhibits are attached hereto and made a part of this contract.

Exhibit A - SCOPE OF WORK

Exhibit B - VETERANS SERVICES RATE SHEET

**ARTICLE VII - AUTHORITY TO CONTRACT**

SUBRECIPIENT assures that it possesses legal authority to enter into this contract; that an ordinance or resolution has been duly adopted or passed as an official act of the Contractor's governing body, authorizing participation in this contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the SUBRECIPIENT official representative to execute the contract.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their authorized officials the day and year first above written.

BI-STATE DEVELOPMENT AGENCY OF  
THE MISSOURI ILLINOIS  
METROPOLITAN DISTRICT

BY: \_\_\_\_\_

Taulby Roach, President and CEO

DATE:

SAINT LOUIS COUNTY, MISSOURI

BY: \_\_\_\_\_

Sam Page, County Executive

DATE:

ATTEST:

ATTEST:

\_\_\_\_\_  
Title

DATE:

\_\_\_\_\_  
Administrative Director

DATE:

APPROVED:

\_\_\_\_\_  
Director, Department of Human Services

DATE:

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
County Counselor

DATE:

I hereby certify that balances sufficient to pay the contract sum remain in the appropriation accounts against which this obligation is to be charged, to the extent County continues to receive federal funds sufficient to pay contract sum.

APPROVED:

\_\_\_\_\_  
Accounting Officer

DATE:

# Scope of Work

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This section will detail our approach to the Scope of Work as outlined in the Request for Proposal. This section will start with the approach to the general requirements of the work, followed by our method of performance and finish with a detailed discussion of the transportation services to be provided.

## **A. General Requirements**

### **A.1 Contract Duration**

The TMA understands that services will begin on July 1, 2019 and will continue through June 30, 2020.

### **A2. Service Parameters**

The following is a synopsis of the parameters of the services to be provided under this Request for Proposal:

- The St. Louis County Human Services Veterans Services Program will submit the individual trip requests for transportation services via facsimile or email up to 12:00 noon the business day before the requested trip.
- The services will be limited exclusively to eligible veterans who reside in St. Louis County, Missouri.
- Veteran's status will be determined by submission of a certificate of discharge, a copy of form DD-214, or by a copy of a valid U.S. Department of Veterans Affairs Medical Center Patient I.D. Card. This information will be obtained through the St. Louis County Department of Human Services Veterans Services Program case management.
- The services will be curb-to-curb to and from the individual's residence to hospital and doctors' appointments primarily at the Missouri Veterans' Home, the John Cochran Veteran's Hospital and the Jefferson Barracks Veteran's Hospital.
- The services will be available to be provided to the veterans Monday through Friday between the hours of 4:00 a.m. to 1:00 a.m. of the following day.
- At the time of receipt of the trip information, a TMA representative will enter the passenger's information into the computer system. The TMA representative will then schedule the trip for the passenger for the appropriate day and time, and they will also schedule a return pick up time 3 hours following the initial appointment time. The TMA representative will call the passenger informing them of both the pickup time and the return time.

The TMA representative will also inform the passenger that on the day of service, if they are ready to return from their appointment in advance of the 3-hour pre-specified return time, they will be instructed to call the TMA Customer Assistance Line. At that point, the Paratransit Dispatchers will schedule a return pickup time for them. On the other hand if passenger's appointment time exceeds the 3-hour return pickup time, the passenger will be placed in a "will call" status. When they are actually ready to return, the passenger can call the Customer Assistance line, and the Paratransit Dispatchers will schedule return pick up time for them.

### **Other Responsibilities of the TMA**

- The TMA understands that it will carry adequate levels of liability insurance and will present documents to demonstrate the appropriate insurance coverages St. Louis County Human Services Veterans Services Program who will be named as additional insured.

- The TMA understands that it will provide an inclement weather policy and that it will be communicated to St. Louis County Human Services Veterans Services Program and is reasonable for the services proposed.
- The TMA will provide a comprehensive (24 hours) communication system for St. Louis County Human Services Veterans Services Program participants regarding scheduling. They will be able to access this system to inquire about routes in the event of inclement weather or to inform the Dispatch regarding cancellation of their services.
- The TMA will provide qualified van operators who are appropriately licensed for the vehicles they are operating. The TMA understands that all operators are expected to be courteous and demonstrate respect for persons with differing nationalities, ethnicities, and physical abilities.

### **Responsibilities of St. Louis County Human Services Veterans Services Program**

- The St. Louis County Human Services Veterans Services Program will provide all requests for transportation up to 12:00 p.m. noon on the business day preceding the transportation. This information will be provided by a prior approval of the St. Louis County Human Services Veterans Services Program staff that will be responsible for faxing the approved Authorization Form (See Appendix) to the TMA to complete the transportation request.
- The St. Louis County Human Services Veterans Services Program will provide a staff person that will be responsible for coordination of transportation requests and who will be available as the point of contact to research issues that might arise in service delivery.
- The St. Louis County Human Services Veterans Services Program will provide case management services that pre-screen and verify the eligibility for all individuals accessing the transportation system.

### **A.3 Contract Coordinator**

The TMA currently has a Director of Paratransit Services who is responsible for contract management and a Paratransit Dispatcher who is responsible for obtaining the passenger authorizations from the St. Louis County Human Services Veterans Services Program staff and the routing and scheduling of the individual participants in the program. These staff members will be on duty and available to the St. Louis County Human Services Veterans Services Program staff Monday – Friday from 8am – 5pm. The Director of Paratransit Operations will also be available to attend the various meetings as required by St. Louis County Human Services Veterans Services Program under this proposal.

### **A.4 Scheduling and Dispatching**

The TMA will provide all necessary routing, scheduling, and dispatching for the transportation services to be provided. It is assumed that St. Louis County Human Services Veterans Services Program will coordinate all participant communications for the duration of the program.

A detailed description of the TMA’s sophisticated automated scheduling and dispatching system is contained later in this section under *Method of Performance*. The TMA currently has the Call-A-Ride fleet operational with Mobile Data Computers. The other TMA participating vendor fleets are currently scheduled through the TMA’s automated system but manually dispatched with manifests at this time.

### **A.5 Staffing and Equipment**

The TMA will provide all necessary personnel and equipment for the duration of the program. The TMA will provide all necessary backup personnel and equipment for the duration of the program to ensure the services are provided in a timely manner and that program participants are on time for their work shifts and job interviews.



## **A.6 Vehicles**

The TMA will have over 200 vehicles available to provide this service. Because these vehicles are all painted with a paint scheme unique to each provider, the TMA logo will be clearly identifiable on all vehicles used in the service.

## **A.7 ADA Compliance**

The TMA has over 150 wheelchair accessible vehicles in its combined fleet. All of these vehicles meet current ADA requirements. Additionally, the TMA has TTD service available Monday – Sunday from 7:30am – 4:30pm for those individuals that may need to call our Dispatch Center directly for any reason.

## **A.8 Quality Assurance Standards**

The TMA is committed to Quality Assurance. Consumers must be protected by guaranteeing them a qualified, caring driver in a safe vehicle with equipment that works properly. Consumers must be guaranteed that they will be picked up on time and delivered to their destinations in a timely fashion regardless of operational problems on the part of providers.

To ensure that these goals are met, the TMA has implemented a comprehensive Quality Assurance Standards program. All providers participating in any TMA service must meet these stringent standards. To ensure adherence to the TMA Quality Assurance Standards, the TMA performs on-site annual audits of all of the TMA participating Agencies. Moreover, to ensure that the operators chosen for the service have appropriate employment and personal histories, the TMA participates in the State of Missouri's Family Care Registry that appropriately checks the candidate's criminal convictions and identifies any possible history of adult or child abuse.

## **A.9 Inclement Weather Procedures**

The TMA has a very detailed and comprehensive set of procedures to guide service delivery or cancellation as may be required during inclement weather. These procedures are contained in the Appendix.

## **A.10 Reporting**

The TMA will provide St. Louis County Human Services Veterans Services Program with a monthly invoice showing the detail of the pickup and drop-off locations for each of the trips provided and the number of riders transported on each trip.

# **B. Method of Performance**

This section will describe, in detail, the TMA's operational approach to delivering the services called for. In order to facilitate understanding, the entire process of service delivery, beginning with taking the service request and ending with reporting on service delivery, is described in this section.

## **B.1 Prime/Subcontract Agreements**

Metro d/b/a Bi-State Development Agency, d/b/a the Transportation Management Association, will execute provider agreements with all vendors providing transportation under this service. One purpose of these agreements is to assure that the service standards and insurance requirements are maintained by all participating agencies.

## **B.2 Confidentiality**

Metro, the TMA, and all the vendors participating in this project have agreed to be bound by the most rigorous of standards pertaining to the confidentiality of St. Louis County Human Services Veterans Services Program clients served under this project. Only information directly necessary for the provision of transportation will be collected and transmitted to vendors actually providing services. Individually identifying data shall include:

- ◆ the passenger's name
- ◆ origin address
- ◆ destination address
- ◆ ambulation limitations and
- ◆ any other issues (e.g., visual or auditory constraints) which may have significance in the transportation of individuals.

No other data will be collected and retained about passengers, and the transmission of this information will only be made to authorized vendors who have agreed not to disclose this information for any purpose.

### **B.3 Dispatching and Communications**

The Dispatch Center incorporates state-of-the-art technology with automated trip dispatch software and Mobile Data Computers (MDCs). Dispatchers send customer trips to the drivers in the field via computer and it displays on their MDC. As the drivers perform each trip, the MDCs automatically record key information from the vehicle odometer and clock and transmit this back to the Dispatch Center providing us with "real time" information on each vehicle. This data includes the "real estimated time of arrival" for each trip for every driver in the field enabling dispatchers to monitor trips and appointment times, and move trips to different vehicles when necessary to keep customer trips on time.

Because some of the vendors providing trips under this service may not have MDCs in their vehicles, manual dispatching will also take place. The automated dispatch software also prepares physical route sheets. These sheets will be printed and sent, via secured facsimile transmission, to those vendors who will require manual dispatch.

### **B.4 Quality Assurance Control**

To ensure quality on-street operations *Call-A-Ride has five dedicated Operations Supervisors monitoring service* and responding to problems. Call-A-Ride also has procedures in place to *document and respond to all incidents that occur in the field*. One report is filled out by the driver documenting the incident and detail; the office report is filled out by the supervisory staff that followed-up on the incident and documents how the incident was resolved. All accidents and incidents involving St. Louis County Human Services Veterans Services Program clients shall be reported in writing within 24 hours of occurrence.

Call-A-Ride staff also capture all comments that customer would like to make whenever they call our offices, either at the Reservation Center, the Dispatch Center or our business offices. The staff records complaints, commendations, suggestions or inquiries in our customer success management software. Each call is investigated and the action taken is recorded in this software.

Call-A-Ride has also installed an automatic Digital Voice Recording system that records all telephone calls made to and from our Reservation and Dispatch Center. This system enables us follow up on difficult calls or situations as well as monitor quality control in these key functional areas.

### **B.5 Vehicle Specifications**

Metro's current van fleet consists of 122 vehicles, all of which are wide-body raised-roof lift-equipped vans. A detailed fleet roster is contained in the Appendix.

- ◆ The Call-A-Ride fleet consists of Freightliners on M2 chassis converted by Champion Bus Inc. and Chevrolet one-and-a-half-ton vehicles converted by Eldorado Manufacturing that are wide-body raised-roof vehicles with seating for 3 forward facing wheelchair customers and/or 14 ambulatory customers.
- ◆ All of the vehicles in the Call-A-Ride fleet are equipped with two-way radios and Mobile Data Computers (MDCs) for continuous and instantaneous communication with our paratransit dispatch center. This state-of-the-art

communication equipment enables us to respond quickly to customer requests and on-street conditions to keep customers “on time” for their important appointments.

The vehicles available for this service from the subcontractors are of three basic designs:

- ◆ 5-6 passenger automobiles or mini-vans
- ◆ 14-passenger maxi-vans, both with and without wheelchair accessibility
- ◆ 25 and 30-passenger extended chassis mini-buses, both with and without wheelchair accessibility.

All of the vehicles assigned to this service are equipped with dual air conditioning and heat to ensure maximum passenger comfort throughout the vehicle and maintain interior temperatures within the range of acceptability.

All vehicles are equipped with first aid kits and fire extinguishers and satisfy all city, county, and state licensing and inspection requirements. All vehicles are also equipped with seat belts in order to ensure passenger safety.

Many of the vehicles planned for use on this service have been modified to accommodate passengers requiring transportation seated in their wheelchairs, and, as such, have raised-roofs and are equipped with ADA standard lifts and seven-point, strap-type wheelchair restraints to ensure passenger safety.

All vehicles used in this service will have two-way communication capabilities with the base office. In many cases, both voice and data communication capabilities will be available. But, even in those vehicles not equipped with on-board, mobile data Computers (MDC's), two-way radio communications will be available. Back-up replacement vehicles of different types and sizes will be available in instances of mechanical breakdown or scheduled maintenance.

## **B.6 Vehicle Maintenance**

The TMA recognizes that the quality of its service is directly related to the reliable performance of its vehicle fleet. Strong emphasis is placed on developing and implementing a comprehensive vehicle maintenance program. Full-time mechanics are employed at Metro to provide vehicle repairs and to perform a rigorous preventive maintenance program, which meets the proposed minimum manufacturer's vehicle maintenance procedures.

**Metro's maintenance program.** Vehicle maintenance is performed in a fully equipped maintenance shop located within the Main Shop Maintenance facility. In accordance with the operating principles of the TMA, all participating vendors are able to use the maintenance department and its trained staff to perform routine and unanticipated repairs. The shop has a full time staff of two foremen, one Assistant Superintendent (manager) and 16 trained mechanics with an average of 4.6 years' experience each in the maintenance of paratransit vehicles. All of the mechanics have had formal training through Metro's vocational training program including specialized training on items unique to paratransit vehicles. 100% of our mechanics are also graduates of recognized Mechanic training programs.

In addition to the on-site maintenance, this shop is supported by Metro's Main Repair Facility. This facility has a staff of 40 other mechanics and performs all major repairs, such as bodywork, power train overhauls, and unit overhauls of over 400 different replaceable units on the vehicles. ***Metro has mechanics on duty for road service or in-house maintenance 24 hours a day 7 days a week.***

Preventive maintenance inspections are performed at 5,000-mile intervals, with a mainframe computer program keeping track of when inspections are due, as well as all maintenance activities performed on each vehicle. Copies of all of our preventive maintenance inspection forms are attached. All inspections performed on Metro vehicles exceed the standards of local, county and state safety inspection requirements.

In addition to the scheduled preventive maintenance, every van operator prior to going into service with the van each day performs a pre-trip inspection. Any defects found are noted on defect card, and the defects are repaired when the van turns back into the shop. In the event that safety items or items that would cause an in-service failure are detected

on the pre-trip inspection, these items are repaired prior to pull out, or the operator is assigned a different van until repairs can be made. A copy of the operator's defect card is also attached.

Metro also has a Quality Assurance Department, whose primary responsibility is to assure that all vans are maintained in accordance with manufacturer's recommendations. Quality Assurance also assures that all fluid, lubricants, and replacement parts used on the vans meet manufacturer's specifications.

The excellence of the Agency's paratransit maintenance program is reflected in daily operations. The vehicles are clean inside and out, they are well maintained, and they ***are reliable averaging over 26,000 miles between in-service mechanical delays.***

**Regular vehicle replacement.** In addition to regular maintenance, the TMA members are involved in the regular replacement of vehicles through various public assistance programs. Utilizing funding available through the Federal Transportation Administration, vehicles deployed under this agreement will be newer models, which, when combined with the comprehensive maintenance program, enables the TMA members to offer greater reliability and reduced operating costs.

### **B.7 Insurance Requirements**

The contractor and all vehicles operating under this contract will be appropriately insured to cover any or all liability connected with the provision of service. The insurance coverage is to include, but not necessarily limited to, general liability, professional liability and other coverage.

The TMA certifies that all vendors operating under this agreement are currently insured with liability coverage meeting or exceeding the state's requirements and is prepared to provide written evidence of its insurance coverage including effective dates of coverage, limits of liability, insurers' names, policy numbers, endorsements by representatives of the insurance companies, or any related information needed by St. Louis Office for Veteran's Services.

#### **Commercial Automobile Policy with the following limits:**

\$ 100,000	Liability per individual
\$1,000,000	Combined Single Limit Liability

**Workers Compensation Coverage:** Various agencies use differing methods of complying with State requirements. Some use exclusively insurance agencies while others self-insure with excess limits coverage. In all cases where self-insurance is used, the self-insured programs have been approved by the Missouri Division of Workers Compensation and meet coverage specified by state statute.

# Appendix

## Veteran's Services - Transportation Authorization

### Transportation Management Association

Fax: **314-335-3413** Phone: 314-982-1505 Dispatch: 314-289-5230

Fax completed referral to: Reginald Wayne or Roi Williams

NEW ( ) RECURRING APPT ( ) CHANGE ( )

#### CLIENT INFORMATION

*Passenger's Name:* \_\_\_\_\_ *Date of Birth* \_\_\_\_\_

*Home Address:* \_\_\_\_\_

*City:* \_\_\_\_\_ *State:* \_\_\_\_\_ *Zip Code:* \_\_\_\_\_

*Home Phone* \_\_\_\_\_ *Male* ( ) *Female* ( )

*Medicaid #* \_\_\_\_\_ *DMV #* \_\_\_\_\_ *Social Security #* \_\_\_\_\_

(Circle one) *Ambulatory* *Wheelchair* *Ambulatory needs Lift (same rate as wheelchair)*

*Does this person need an Attendant to ride?* *Yes* ( ) *NO* ( )

*Emergency Contact Person:* \_\_\_\_\_ *(other than home phone: please)*  
*Name:* \_\_\_\_\_ *Relationship:* \_\_\_\_\_ *Phone:* ( ) \_\_\_\_\_

#### Trip Times

P/U \_\_\_\_\_ Appt: \_\_\_\_\_ Return : \_\_\_\_\_  
(leave blank)

*If client needs time to get to / from entrance –*  
\_\_\_\_\_

<b>TRIP INFORMATION</b>	<i>(If different from home address)</i>			
	<b>Pickup</b>			
	Location Name: _____			
	Street Address: _____			
	City: _____	State: _____	Zip Code: _____	Phone: (    ) _____
	<b>Special Instructions:</b> _____			
	<b>Drop Off</b>			
	Location Name: _____		Street Address: _____	
	City: _____	State: _____	Zip Code: _____	Phone: _____
	<b>Special Instructions:</b> _____			
Use same start and end date for a one time ride.		<b>Recurrent appt?</b> weekly		
monthly				
Trip Start Date: _____		Trip End Date: _____		
W   R   F		Day of Week:    M    T		
<i>You may fax trip requests up to one month in advance of appointment.</i> <i>Sorry, NO SAME DAY trip requests will be processed.</i>				
Faxed By: _____		Date: _____ Phone: _____		

**Additional Comments:**

**OFFICE OF VETERANS AFFAIRS INFORMATION:**

<b>Marital status:</b>	Married	Widowed	Single	Divorced	Separated
<b>Ethnicity:</b>	African American	Caucasian	Hispanic	Native American	Asian
	Italian	Other _____			
<b>Household income:</b>	\$0-4,999	\$5,000-9,999	\$10,000-14,999	\$15,000-19,999	
	\$20,000+ _____	Pension:	VA:	SSDI	SSI:
<b>Adults in household:</b>	<b>Children under 18 in household:</b>				

**MILITARY INFORMATION:**

<b>Branch:</b>	<b>Dates of Service:</b>
<b>Service-Connected Disability:</b> Y    N    Rated at:    %	<b>Date/condition:</b>
<b>Veteran status verified:</b>	DD214    VA card    Other:

**TRANSPORTATION INFORMATION:**

Doctor	Clinic	Address	Phone

Previous transportation utilized by:

Health Concerns or additional information we should know about?

**CVP USE ONLY**

**Release of information:**    Date mailed:                      Date returned:

# Exhibit B

St. Louis County DHS Veterans Services Program Service Costs							
St. Louis County Veterans Transportation Program FY 2020 Rate Sheet							
ANY AMBULATORY TRIPS				ANY W/C OR LIFT TRIP			
Mileage Minimum	6			Mileage Minimum	8		
total	\$ 4.95		\$ 29.70		\$ 5.90		\$ 47.20
				add AMB @\$5.20 ea			
add AMB @\$5.20 ea				add W/C pax @\$13.85 ea			
	\$ 5.20		\$				
<b>Total</b>			\$ 29.70	<b>Total</b>			\$ 47.20
6 Mile Minimum				8 mi. minimum			
<i>NoShows and Late Cancellations with less than 2-hours notice will be billed at full rate.</i>							
<i>Cancellations made more than 2 hours in advance will not be charged.</i>							
<i>There will be a 10.5% Rate Increase for Fiscal Year 2020</i>							
Stl Veterans Services Rate Sheet - FY2020 SUBMISSION COPY.xls							
FY 2012 Rate Sheet STL Co Vet						8/13/2019	



**Open Session Item**

**10. b.**

**Bi-State Development  
Board of Commissioners  
Open Agenda Item  
November 22, 2019**

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**From:** Taulby Roach, President and Chief Executive Officer  
**Subject:** **Contract Award: New Flyer, To Purchase 14 Battery Electric Articulated Buses**  
**Disposition:** Approval  
**Presentation:** Jessica Mefford-Miller–Executive Director Metro Transit; Larry Jackson, Executive Vice President of Administration; Darren Curry, Chief Mechanical Officer

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**Objective:**

To present to the Board of Commissioners, a request for authorization to award a contract to New Flyer for the purchase of fourteen (14) Battery Electric Articulated buses, to replace the Diesel Articulated buses currently in operation on the Grand Line.

**Background:**

The 15 60' diesel powered, articulated buses that operate on the 70 Grand line have met their useful life and are scheduled to be replaced in the fourth quarter of 2020. With scheduling changes and the implementation of Metro Reimagined service on the Grand Line, this can now be accomplished with 14 articulated buses.

Looking ahead, Metro recognizes that current emissions requirements will make it difficult to operate diesel engines for as long as we have in the past. To continue to operate a reliable fleet within emissions standards, while minimizing operating costs, Metro will begin to shift our fleet to electric propulsion systems. Metro's planned transition from diesel to electric-powered vehicles is a monumental stride towards creating a more sustainable region by selecting equipment and energy sources that will reduce greenhouse gas emissions. This will also improve the long-term financial outlook of the transit system by reducing equipment maintenance expenses. The introduction of electric buses in the Metro fleet has been carefully planned and coordinated with vehicle manufacturers, Metro and Bi-State personnel, and regional partners to ensure a successful beginning of a more sustainable MetroBus system.

**Analysis:**

In 2018, Metro, Center for Transportation and the Environment (CTE), Ameren, and New Flyer successfully partnered on a Federal LoNo (**low or no emissions**) grant. The purpose of this LoNo grant was to seek funding that helps to support the integration of battery electric buses into transit fleets across the country. This partnership and the LoNo award satisfies the Federal Transportation Administration (FTA) requirement of a fair and open competition.

New Flyer has a history and experience in the design and manufacture of zero-emission buses and a proven record of advancing technology and innovation in the transportation industry. New Flyer is an ideal partner in supporting deployment of FTA Low-No programs for electric buses, and is currently the only original equipment manufacturer to produce a 60' full battery electric vehicle that meets buy America content.

CTE will provide technical assistance through the first phase of the project to perform technical route evaluation and technology recommendations to Metro, based on the evaluation results. CTE has assisted transit agencies with the successful deployment of battery electric, hydrogen fuel cell, and series hybrid technologies and has managed bus demonstration and deployments under multiple FTA programs, including Low and No Emission, TIGGER, Livability, Clean Fuels, and the National Fuel Cell Bus Program.

Ameren has committed \$1,000,000 for electrical supply investments and construction of a system that would directly support Bi-State's bus charging infrastructure, including a redundant power feed for increased grid reliability at the Brentwood garage.

**Previous Committee Action:**

This item was presented at the October 18, 2019, Combined Meeting of the Operations Committee and Audit, Finance & Administration Committee, and it has been recommended by the Committee for approval.

**Board Action Requested:**

The Committee recommends that the Board of Commissioners approve this request to award a contract to New Flyer for the purchase of fourteen (14) Battery electric articulated buses, at a cost not to exceed \$1,330,000 per bus, totaling \$18,620,000.

**Funding Source:**

Funding for this purchase is provided through a combination of FTA grants (80%) and local sales tax sources (20%).

**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF THE BI-STATE DEVELOPMENT AGENCY  
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT  
AWARDING A CONTRACT TO NEW FLYER FOR THE PURCHASE OF  
FOURTEEN (14) BATTERY ELECTRIC ARTICULATED BUSES**

**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 50.010.E(1)(a) requires Board approval of Competitive Negotiated Procurements exceeding \$500,000; and

*Whereas*, the fifteen (15), 60’ diesel powered, articulated buses that operate on the 70 Grand line have met their useful life and are scheduled to be replaced in the fourth quarter of 2020; and

*Whereas*, with scheduling changes and the implementation of Metro Reimagined service on the Grand Line, this can now be accomplished with 14 articulated buses; and

*Whereas*, New Flyer has a history and experience in the design and manufacture of zero-emission buses and a proven record of advancing technology and innovation in the transportation industry. New Flyer is an ideal partner in supporting deployment of FTA Low-No programs for electric buses, and is currently the only original equipment manufacturer to produce a 60’ full battery electric vehicle that meets buy America content; and

*Whereas*, it is feasible, necessary and in the public interest for the Agency to award a contract to New Flyer for the purchase of fourteen (14) battery electric articulated buses, at a cost not to exceed \$1,330,000 per bus, totaling \$18,620,000, 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 award of a contract to New Flyer for the purchase of fourteen (14) battery electric articulated buses, at a cost not to exceed \$1,330,000 per bus, totaling \$18,620,000, 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 New Flyer.

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 and the Contract.

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.        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 22<sup>nd</sup> day of November, 2019.

*In Witness Whereof*, the undersigned has hereto subscribed his signature and caused the Seal of the Agency to be affixed.

**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**

**10. c.**

**Bi-State Development  
Board of Commissioners  
Open Session Agenda Item  
November 22, 2019**

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**From:** Taulby Roach, President and Chief Executive Officer  
**Subject:** **St. Louis Downtown Airport Surplus Property Holdings**  
**Disposition:** Approval  
**Presentation:** Mary Lamie, Executive Vice President – Multi Modal Enterprises;  
Erick Dahl, Airport Director, St. Louis Downtown Airport;  
John Langa, Vice President, Economic Development

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**Objective:**

To present to the Bi-State Development (**BSD**) Board of Commissioners (**Board**) for approval, the report reaffirming and declaring that the properties known at the St. Louis Downtown Airport (**Airport**) as portions of property identified by locator numbers 07-06.0-300-045, 07-06.0-300-043 and 07-06.0-400-033 are not required for BSD purposes and may, therefore, be declared surplus and conveyed to the successful offeror, selected through a competitive process.

**Background:**

The Airport owns 27.77 +/- acres east of I-255 along Mousette Lane, including a 7.4 +/- acre area (locator number 07-06.0-400-033) (**Property A**) of which 0.37 +/- acres is Runway Protection Zone (**RPZ**) and would need to be retained by the Airport; and, a 20.37 +/- acre area (locator numbers 07-06.0-300-045 and 07-06.0-300-043) (**Property B**) of which 14.88 +/- acres would need to be retained by the Airport for RPZ, additional buffer or road access.

In April 2016, the Board approved that Property A be made eligible for annexation by the Village of Sauget (**Village**), which the Village subsequently finalized (Property B was already in the Village). At present, there is development interest from Sauget Properties (**Developer**) to acquire Property A in conjunction with a commercial development for a truck stop.

The portions of Property A and Property B that are part of the Airport's RPZ would not be made available for disposition. The non-RPZ areas of Property A and Property B are both outside the RPZ and are not needed by the Airport for aeronautical purposes, and thus could be declared surplus and available for other uses. Should that course be followed, the non-RPZ areas of Property A and Property B would be declared surplus and available for disposition; the Airport would engage an appraiser to determine a value and an engineer to survey the final acreage not needed for RPZ, additional buffer or road access; the Airport would gain approval from the Federal Aviation Administration (**FAA**) to release the non-RPZ, buffer or access areas of Property A and Property B from Airport use, and make them available, likely for a buyer, through a Request for Proposal (**RFP**) process.

**Analysis**

The Airport does not have an aeronautical or revenue use for non-RPZ area Property A nor Property B; therefore, the best use for the Airport may be a disposition, with the Airport then using these proceeds in support of capital improvements at the Airport campus.

At this time, the Developer has expressed preliminary interest in Property A, only. Property A is zoned Light Industrial and includes approximately 3.1 +/- acres of wetlands, per a June 2019 analysis by SCI Engineering conducted for and by the Developer. This characteristic will likely decrease the value an appraiser would otherwise find for Property A.

**Previous Committee Action:**

This item was presented at the October 18, 2019, Combined Meeting of the Operations Committee and Audit, Finance & Administration Committee, and it has been recommended by the Committee for approval.

**Board Action Requested:**

The Committee recommends that the Board of Commissioners approve the report reaffirming and approving that the properties known at the St. Louis Downtown Airport (**Airport**) as portions of property identified by locator numbers 07-06.0-300-045, 07-06.0-300-043 and 07-06.0-400-033 are not required for BSD purposes and may, therefore, be declared surplus and conveyed to the successful offeror selected through a competitive process.

**Funding Source:**

The Airport budget would be the funding source for this project. The preliminary budget for the project includes some \$4,500 for appraisal for each Property A and Property B, \$1,000 for boundary survey for each Property A and Property B and \$1,000 for advertising the RFP. In addition, if either Property is conveyed, for each Property there would be legal fees, estimated at \$5,000 and standard closing costs, estimated at \$2,500.

**Exhibits:**

Exhibit One: Property Map, I-255 area With Property A and Property B, noted

Exhibit Two: Excess Property Sheets – Property A

Exhibit Three: Excess Property Sheets - Property B



**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE BI-STATE DEVELOPMENT AGENCY  
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT  
DECLARING CERTAIN PROPERTIES AT THE ST. LOUIS DOWNTOWN  
AIRPORT AS SURPLUS 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 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*, the Collected Board Policies of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District, Section 40.050, Disposition of Surplus Property, provides that The President and CEO, in conjunction with the Agency’s Real Estate Department shall review all Agency real estate to determine the appropriate use of each property, and shall annually submit a report to the Board of Commissioners for its approval detailing all Agency property or properties that are not required for Agency purposes and may therefore be declared to be surplus and subject to sale, lease, or the grant of other property rights; and

*Whereas*, the St. Louis Downtown Airport (“Airport”) owns 27.77 +/- acres east of I-255 along Mousette Lane, including a 7.4 +/- acre area (locator number 07-06.0-400-033) (Property A) of which 0.37 +/- acres is Runway Protection Zone (RPZ) and would need to be retained by the Airport; and, a 20.37 +/- acre area (locator numbers 07-06.0-300-045 and 07-06.0-300-043) (Property B) of which 14.88 +/- acres would need to be retained by the Airport for RPZ, additional buffer or road access; and

*Whereas*, in April 2016, the Board approved that Property A be made eligible for annexation by the Village of Sauget (Village), which the Village subsequently finalized (Property B is also located in the Village). At present, there is development interest from a developer, Sauget Properties, to acquire Property A in conjunction with a commercial development for a truck stop; and

*Whereas*, the portions of Property A and Property B that are part of the Airport’s RPZ would not be made available for disposition. The non-RPZ portions of Property A and Property B are not needed by the Airport for aeronautical purposes and thus could be declared surplus and available for other uses; and

*Whereas*, it is feasible, necessary and in the public interest for the Board of Commissioners to approve the properties known as the non-RPZ portions of Property A and Property B, located at the St. Louis Downtown Airport, (Property A identified by locator number 07-06.0-400-033 and Property B identified by locator numbers 07-06.0-300-045 and 07-06.0-300-043), as not required for Agency purposes and may, therefore, be declared surplus and may be subject to sale, lease, or the grant of other property rights, 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. Declaration of Surplus Property. The Board of Commissioners hereby approves the properties known as the non-RPZ portions of Property A and Property B, located at the St. Louis Downtown Airport (Property A identified by locator number 07-06.0-400-033 and Property B identified by locator numbers 07-06.0-300-045 and 07-06.0-300-043), as not required for BSD purposes and may, therefore, be declared surplus and may be subject to sale, lease, or the grant of other property rights, 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 Economic Development, are hereby authorized and directed to take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution.

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, 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. 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 22<sup>nd</sup> day of November, 2019.

***In Witness Whereof***, the undersigned has hereto subscribed his signature and caused the Seal of the Agency to be affixed.

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

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

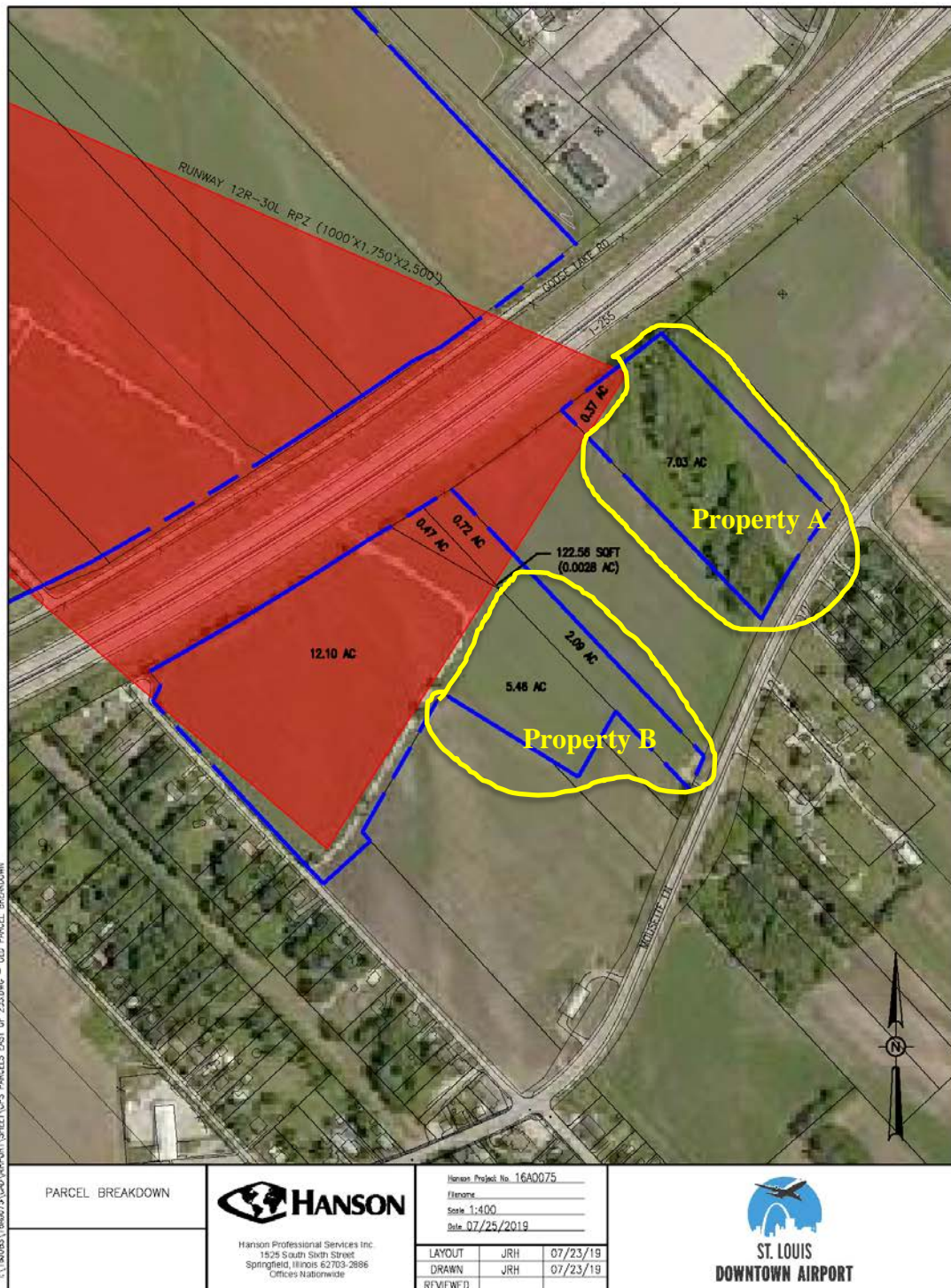
[SEAL]

ATTEST

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

**Exhibit 1**

JUL 25, 2019 3:48 PM HERN001562  
\\S010ES\1640075\CAO\AIRPORT\SHUTT\CP5 PARCELS EAST OF 255 DVC - OLD PARCEL BREAKDOWN



**Open Session Item 10.c.**

**Exhibit 2**

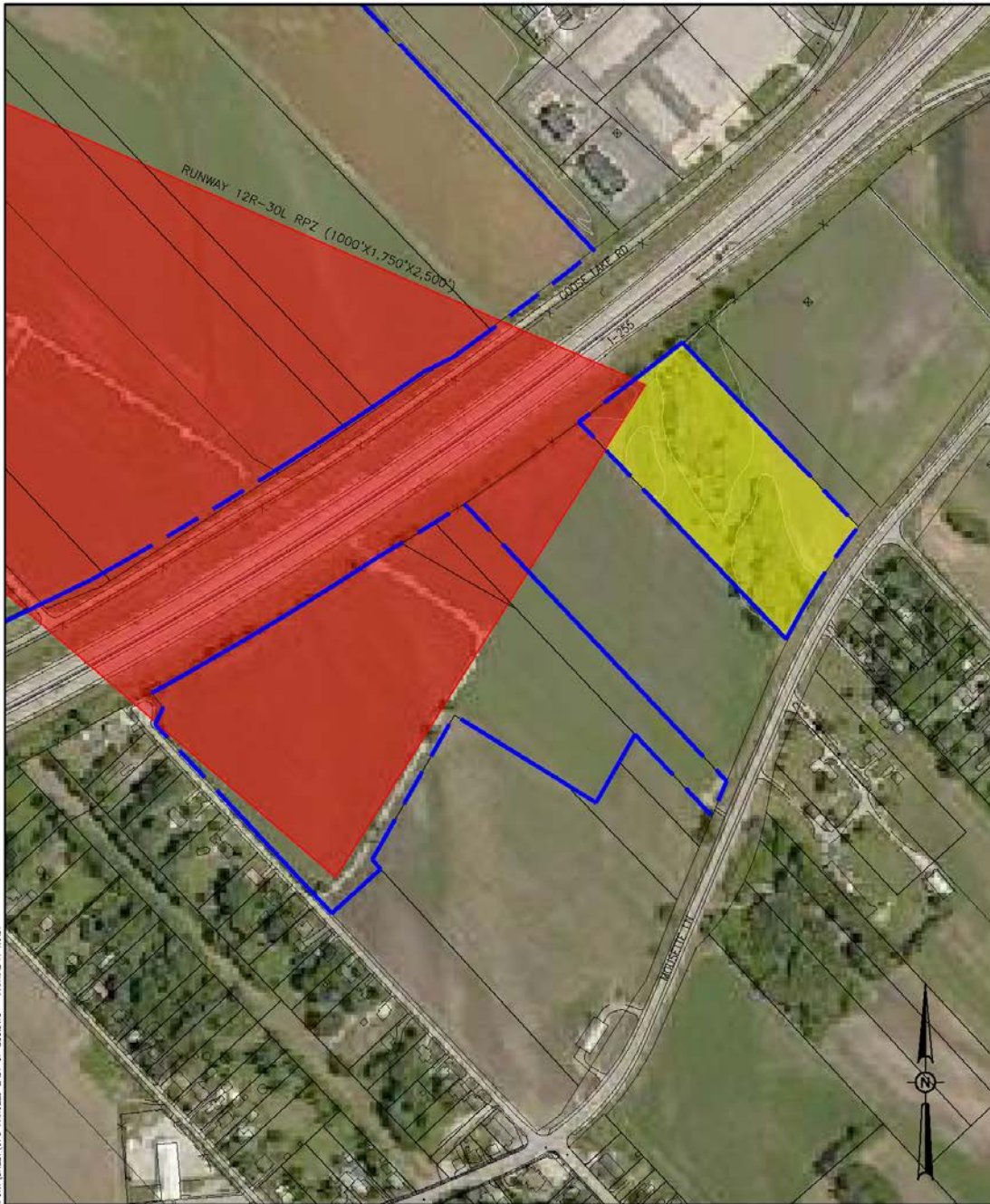
**Exhibit Two:** Excess Property Sheets – Property A

County Parcel Number



07060400033

Type of Interest	Fee Simple
Address	Mousette Ln, Cahokia, IL (Entirety of site is located in the Village of Sauget)
Location	East side of I-255 along Mousette Ln
Parcel Size	7.4 Acres of which .37 acres is RPZ. 7.03 acres would be released as “ <b>Property A</b> ”.
Acquisition Cost	Part of Tract R on the Airports Exhibit A Property Map. Purchased from Illinois State Trust Company on November 29, 1983
Notes	Originally part of Tract R (29.60 acres). 7.4 acres of which were annexed by the Village of Sauget in 2016. The remainder was already within the Village of Sauget. Land originally purchased for security fence and Carol Street demolition
Grant Number	There is no record of FAA or State participation in the purchase of this land. The Exhibit A of the ALP shows no Federal Participation.
Participation Ratio	ALP Exhibit A shows the land was purchased with 100% local funds with no Federal Participation.
Potential Disposition	Released from FAA Grant Assurances and Sold by RFP. An appraisal to calculate land value is currently being conducted.





JUL 24, 2019 2:42 PM HPB001582  
 C:\USERS\160075\LOCAL APPDATA\Hanson\PROJECTS\PARCELS EAST OF 255 DWS - PARTIAL R TRACT

PARTIAL R TRACT		 <b>HANSON</b> Hanson Professional Services Inc. 1525 South Sixth Street Springfield, Illinois 62703-2886 Offices Nationwide	Hanson Project No. 16A0075 Filename _____ Scale 1:400 Date 07/24/2019		 <b>ST. LOUIS          DOWNTOWN AIRPORT</b>								
AREA OUTSIDE RPZ = 7.03 AC AREA INSIDE RPZ = 0.37 AC			<table border="1"> <tr> <td>LAYOUT</td> <td>JRH</td> <td>07/23/19</td> </tr> <tr> <td>DRAWN</td> <td>JRH</td> <td>07/23/19</td> </tr> <tr> <td>REVIEWED</td> <td></td> <td></td> </tr> </table>			LAYOUT	JRH	07/23/19	DRAWN	JRH	07/23/19	REVIEWED	
LAYOUT	JRH	07/23/19											
DRAWN	JRH	07/23/19											
REVIEWED													



**Open Session Item 10.c.**

**Exhibit 3**

**Exhibit Three:** Excess Property Sheets – Property B

County Parcel Number

07060300043

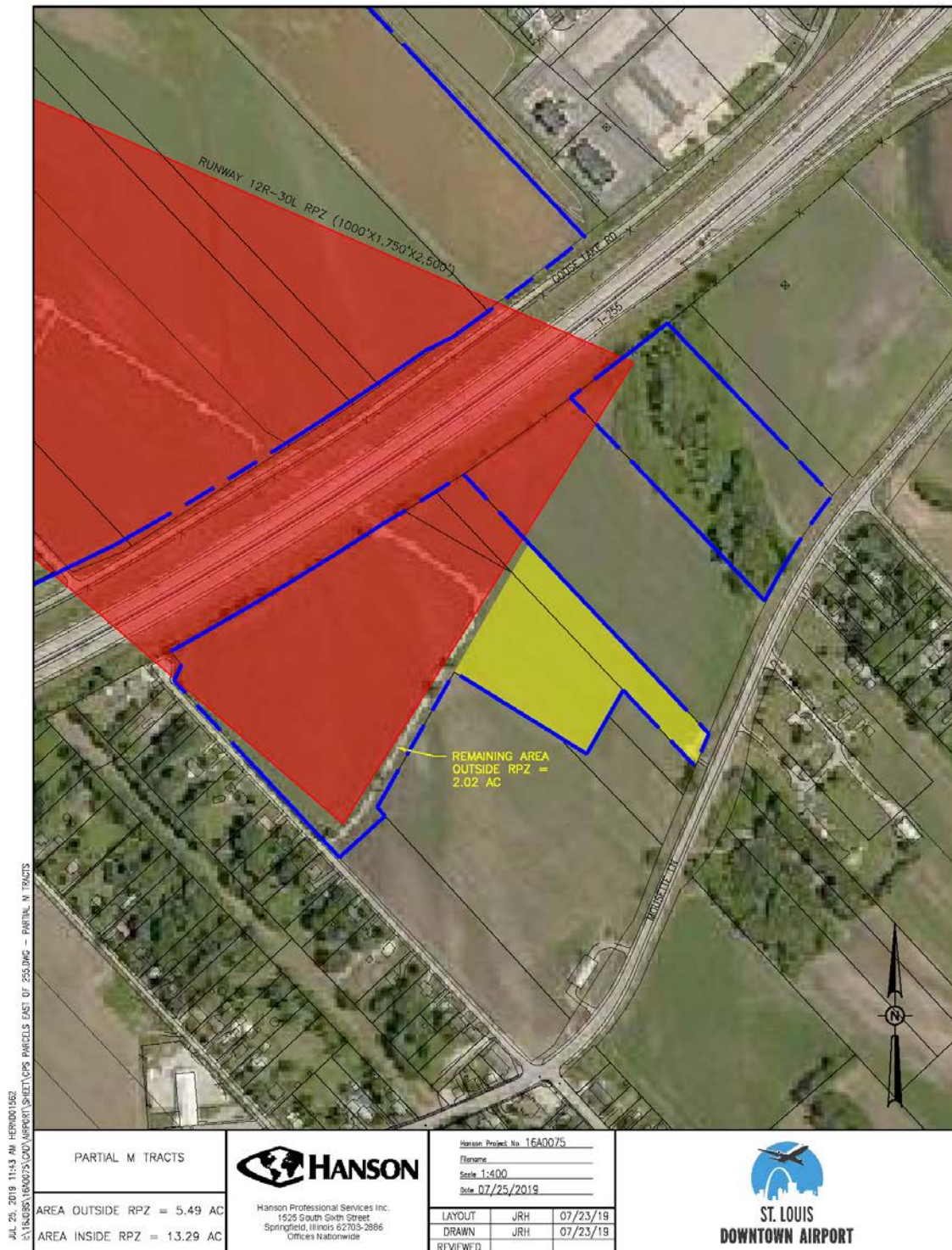
Type of Interest	Fee Simple
Address	Mousette Ln, Cahokia, IL
Location	East side of I-255 along Mousette Ln
Parcel Size	2.81 Acres of which .72 acres is RPZ. 2.03 acres would be released as part of “ <b>Property B</b> ”, the remaining acres would be retained.
Acquisition Cost	Part of Tract M-3 on the Airports Exhibit A Property Map. Purchased from Rose Gordon and Jule Gordon, Her Husband / Southwest Regional District on September 28, 1970
Notes	Tract M-3 is 7.90 Acres. Land originally purchased for ILS site preparation, Marking of Runway 12-30, Airfield Lighting System, and Construction of Airport Access Road.
Grant Number	FAA: ADAP 8-17-0039-02 STATE: 74A-9-60L
Participation Ratio	Federal Share was set at 75% with a maximum offer of \$657,250. Between the State and Local funding sources, 25% or \$219,083.33. No additional information exists.
Potential Disposition	Released from FAA Grant Assurances and Sold by RFP. An appraisal to calculate land value is currently being conducted.

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County Parcel Number

07060300045

Type of Interest	Fee Simple
Address	Mousette Ln, Cahokia, IL
Location	East side of I-255 along Mousette Ln
Parcel Size	17.56 of which 12.10 acres is RPZ. 3.46 acres would be released as part of " <b>Property B</b> " the remaining acres would be retained.
Acquisition Cost	Part of Tract M-2 and Tract E on the Airports Exhibit A Property Map. Purchased from John Lorentzen and Mary V. Lorentzen, His Wife / Southwest Regional Port District on October 9 <sup>th</sup> , 1969 and January 9 <sup>th</sup> , 1965.
Notes	Tract M-2 is 37.80 Acres. Tract E is 16 Acres. Land originally purchased for ILS site preparation, Marking of Runway 12-30, Airfield Lighting System, and Construction of Airport Access Road.
Grant Number	FAA: ADAP 8-17-0039-02 FAA: FAAP 9-11-048-E904 STATE: 74A-9-60L
Participation Ratio	Federal Share was set at 75% with a maximum offer of \$657,250. Between the State and Local funding sources, 25% or \$219,083.33. No additional information exists.
Potential Disposition	Released from FAA Grant Assurances and Sold by RFP. An appraisal to calculate land value is currently being conducted.



**Open Session Item**

**10. d.**

**Bi-State Development  
Board of Commissioners  
Open Session Agenda Item  
November 22, 2019**

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**From:** Taulby Roach, President and Chief Executive Officer  
**Subject:** 2019 Annual Surplus Property Holdings  
**Disposition:** Approval  
**Presentation:** John Langa, Vice President, Economic Development;  
Jeff Braun, Director, Real Estate

---

**Objective:**

To present to the Bi-State Development (**BSD**) Board of Commissioners (**Board**), the report reaffirming and approving that the properties included herein in **Table 1** are not required for BSD purposes, and may, therefore, be declared surplus and subject to sale, lease, or the grant of other property rights.

**Background:**

At the end of the 2013 calendar year, there were 87 surplus (for purposes of this paper, the words “excess” and “surplus” are used interchangeably) properties owned by BSD. There were 92 such properties at the end of 2014, 100 at the end of 2015, 101 at the end of 2016, 100 at the end of 2017 and 90 at the end of 2018. For 2019, there will be 94 surplus properties, as outlined in Table 1. These parcels are identified by their BSD Parcel Number (unless otherwise noted) and the MetroLink stations, section of the alignment, or other areas to which they are in close proximity.

For the 2019 list, all but four (4) of the properties were originally acquired for transit-related purposes, with these four (4) located at the St. Louis Downtown Airport (**Airport**). Please note, that of these four (4) properties, three (3) are being considered by the Committee at this same meeting for declaration as excess property, as part of the Airport’s effort to potentially dispose of property east of I-255. If that action is not approved by the Committee, these three (3) properties will be removed from the final list of surplus properties presented to the Board at its November 2019 meeting.

In addition to the Airport properties noted above, another property was added to the surplus list during 2019, that being 1.7+/- acres at the southwest corner of the North Hanley MetroLink parking lot, which was approved as surplus at the Board’s April 26, 2019 Board meeting in conjunction with pursuing a Transit Oriented Development at that location with Bywater Development. Please note, this property is being considered by the Committee at this same meeting for confirmation of excess property in the amount of 2.0 +/- acres, and not 1.7 +/-, due to site development requirements the developer needs to address. If this action is not approved by the Committee, this property will be noted as 1.7 +/- acres, not 2.0 +/-, in the final list of surplus properties presented to the Board at its November 2019 meeting. Each of these additional properties are further detailed in **Exhibit A**.

**Analysis**

As with similar previous reports, this list will be used by BSD as the basis for future triennial excess property reports for the Federal Transit Administration (**FTA**). **Table 1** is formatted in a manner consistent with these reports, and when the next triennial report is due, the Airport properties will not be included.

**Previous Committee Action:**

This item was presented at the October 18, 2019, Combined Meeting of the Operations Committee and Audit, Finance & Administration Committee, and it has been recommended by the Committee for approval.

**Committee Action Requested:**

The Committee recommends that the Board of Commissioners approve the report reaffirming and approving that the properties included herein in **Table 1** are not required for BSD purposes, and may, therefore, be declared surplus and subject to sale, lease, or the grant of other property rights.

**Funding Source:**

No BSD funds are anticipated to be used as part of this declaration of surplus properties.

**Attachments:**

Table 1. 2019 Annual Excess Property Holdings

Exhibit A. 2019 Annual Excess Property Holdings

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE BI-STATE DEVELOPMENT AGENCY  
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT  
APPROVING THE REPORT DECLARING  
CERTAIN AGENCY PROPERTY AS SURPLUS**

**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*, Board Policy, Section 40.050, Disposition of Surplus Property provides that:

the President and CEO, in conjunction with the Agency's Real Estate Department shall review all Agency real estate to determine the appropriate use of each property, and shall annually submit a report to the Board of Commissioners for its approval detailing all Agency property or properties that are not required for Agency purposes and may therefore be declared to be surplus and subject to sale, lease, or the grant of other property; and

*Whereas*, in accordance with Board policies, the Real Estate Department identified the properties listed on Briefing Paper Table 1 (hereinafter the "Report") as properties that are not required for Agency purposes and may therefore be declared to be surplus and available for disposition; and

*Whereas*, it is feasible, necessary and in the public interest for the Board of Commissioners to approve the Report declaring that the Agency properties included therein are not required for Agency purposes and may, therefore, be declared surplus and subject to sale, lease, or the grant of other property rights, 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 Report. The Board of Commissioners hereby approves the Report as provided in Table 1 (attached hereto as Briefing Paper, Table 1 and made a part hereof), declaring certain Agency properties as surplus and therefore, may be subject to sale, lease, or the grant of other property rights, 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 Economic Development, are hereby authorized and



directed to take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution.

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, 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.        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 22<sup>nd</sup> day of November, 2019.

*In Witness Whereof*, the undersigned has hereto subscribed his signature and caused the Seal of the Agency to be affixed.

**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 10.d.**

**Table 1**

Table 1. 2019 Annual Surplus Property Holdings.

	BSD Parcel Number	Location / Area
	<b><i>Transit-related parcels</i></b>	
	ID802.01F	East Riverfront Area
	02-21.0-119-015 (St. Clair County parcel number)	East St. Louis
	SO1RW144	5 <sup>th</sup> & Missouri Area
	SO1RW107	5 <sup>th</sup> & Missouri Area
	1D003.00F-02, 1D001.00F-02	5 <sup>th</sup> & Missouri Area
	1D012.00F-02, 1P013.00F-02, 1P014.00F-02	5 <sup>th</sup> & Missouri Area
	1P024.01F-02	5 <sup>th</sup> & Missouri Area
	1P026.00F-02	5 <sup>th</sup> & Missouri Area
	1P028.00F-2, 1P029.00F-02, 1P031.00F-02, 1P032.00F-02, 1P033.00F-02, 1P034.00F-02, 1P035.00F-02	Emerson Park Area
	1P036.00F-02	Emerson Park Area
	1P038.00F-02, 1P039.00F-02	Emerson Park Area
	1P041.00F-02, 1P042.00F-02	Emerson Park Area
	1P044.00F-02	Emerson Park Area
	1P046.01F-02, 1P047.01F-02, 1P048.00F-02, 1P049.01F-02, 1P049.02F	Emerson Park Area
	1P048.00F-00, 1P050.02F-02	Emerson Park Area
	1D053.01F-02, 1P053.01F-02, 1P052.02F-02, 1P054.01F-02, 1P052.01F-02	Emerson Park Area
	1P048.00F-00, 1P063.00F-02	Emerson Park Area
	1D064.03F-02	Emerson Park Area
	1P048.00F-02, 1P064.01F-02, 1P065.01F-02, 1P063.01F-02	Emerson Park Area
	1P069.00F-02, 1P069.01F-02, 1D073.00F-02	Emerson Park Area
	1P072.02F-02, 1P072.03F-02	Emerson Park Area
	1P048.00F-02, 1P074.00F-02, 1P074.02F-02, 1P075.00F-02, 1P076.00F-02	Emerson Park Area
	1P048.00F-00	Emerson Park Area
	1P048.00F-02	Emerson Park Area
	1P078.00F-02	Emerson Park Area
	2P001.05F-05	Washington Park Area
	2P038.00F-06, 2P039.00F-06	Belleville Memorial Area
	6P007.00F-10	SWIC Area
	6P002.00F-10	SWIC Area
	6P012.00F-10	SWIC Area
	6P004.00F-10	SWIC Area
	6P005.00F-10	SWIC Area
	6P006.00F-10	SWIC Area
	SO7RW062-068	Lambert #2 Area
	Multiple City Parcel Numbers (14)	Hodiamont ROW
	A portion of 13J311026 (St. Louis County parcel number)	North Hanley
	14H410323, 14H410314, 14H431030 (St. Louis County parcel number)	Webster Groves
	22K-53-0671 (St. Louis County parcel number)	Brentwood Garage
	2P459.01F-X10	Sunnen Station Area
	5522-00-01750 (City of St. Louis parcel number)	Debaliviere Area
	3873-00-06500 (City of St. Louis parcel number)	Debaliviere Area
	<b><i>Airport-related parcels</i></b>	
	07-06.0-400-031 (St. Clair County parcel number)	St. Louis Downtown Airport
	A portion of 07-06.0-400-033 (St. Clair County parcel number)	St. Louis Downtown Airport
	A portion of 07-06.0-300-043 (St. Clair County parcel number)	St. Louis Downtown Airport
	A portion of 07-06.0-300-045 (St. Clair County parcel number)	St. Louis Downtown Airport

Illinois properties

MO properties

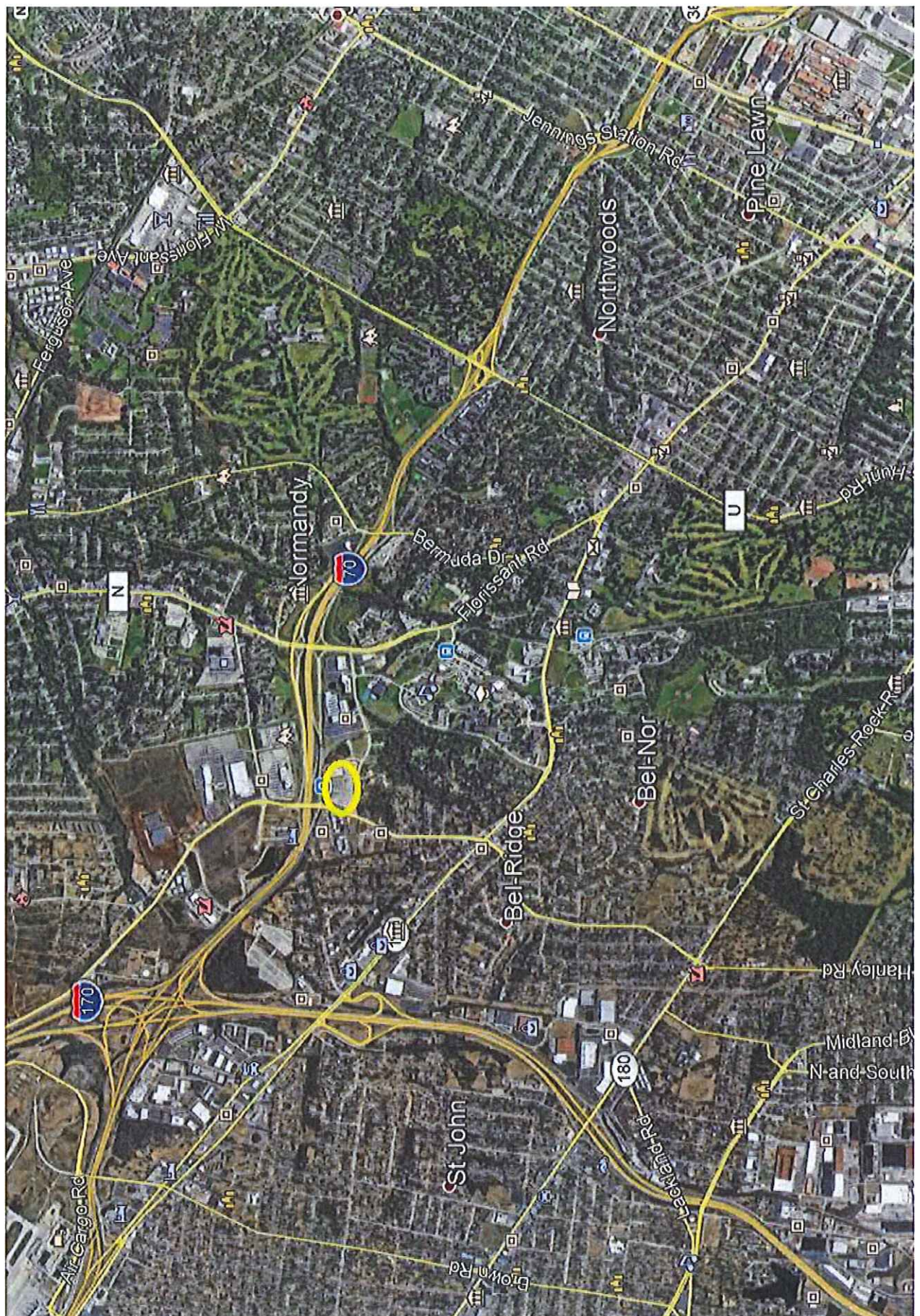
Illinois property

**Exhibit A**

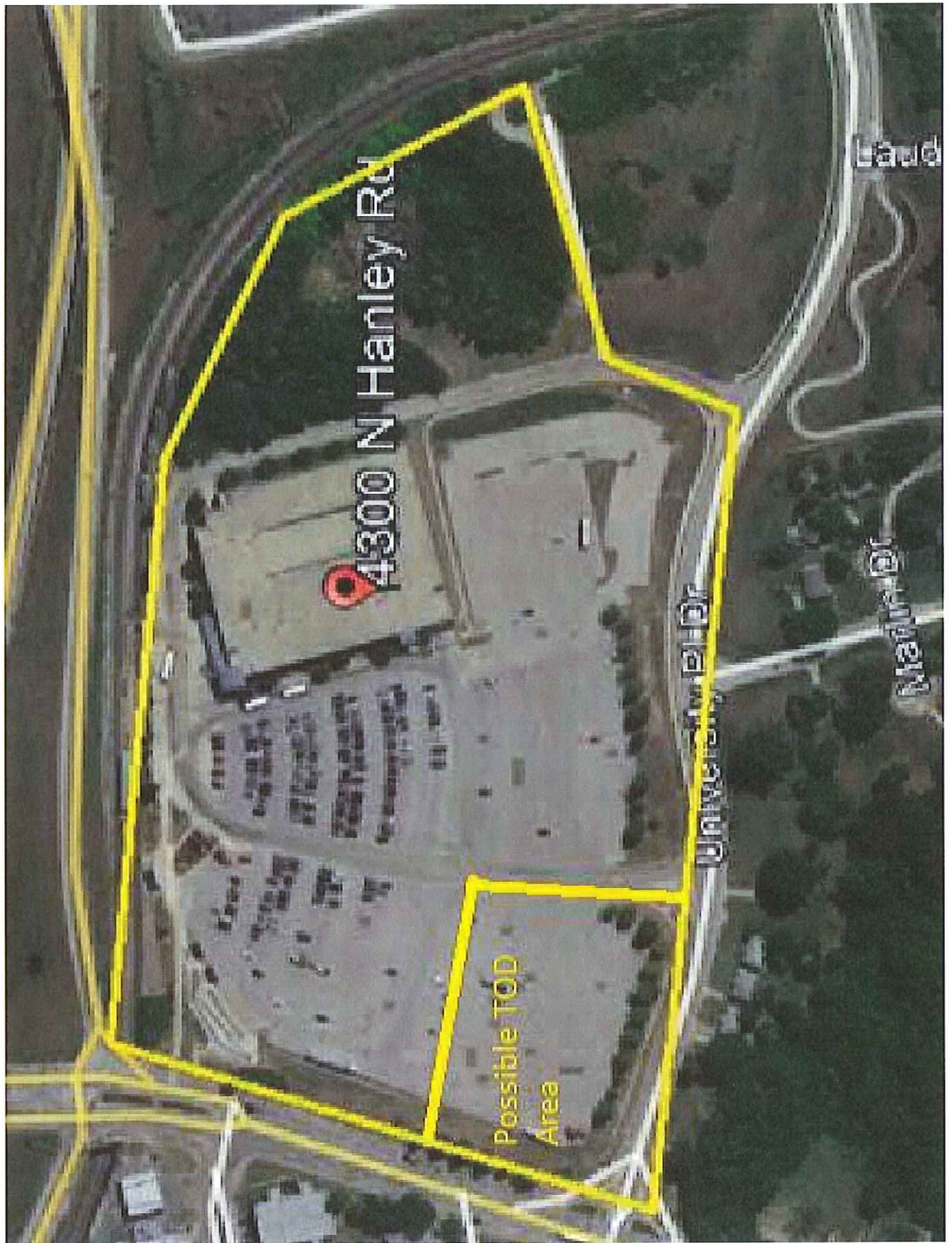
# EXHIBIT A

St. Louis County Parcel Number	13J311026
Type of Interest	Fee Simple
Address	4300 N. Hanley, St. Louis County, MO, 63134
Location	South of the <u>Metrolink</u> tracks, part of the N. Hanley Park and Ride lot
Parcel Size	2.0 +/- acres, part of a 20.38 acre site that includes station area and parking lot and garage
Acquisition Cost	\$10,146,261 ** includes depreciated improvement costs of station and parking garage
Notes	March 2019 appraisal for TOD area valued at 4.50 per square foot
FTA Grant Number	MO-90-X134
FTA Participation Ratio	80% federal participation
Potential Disposition	Possible interest in a TOD in the southwest corner of the parking lot on the 2.0 +/- acres



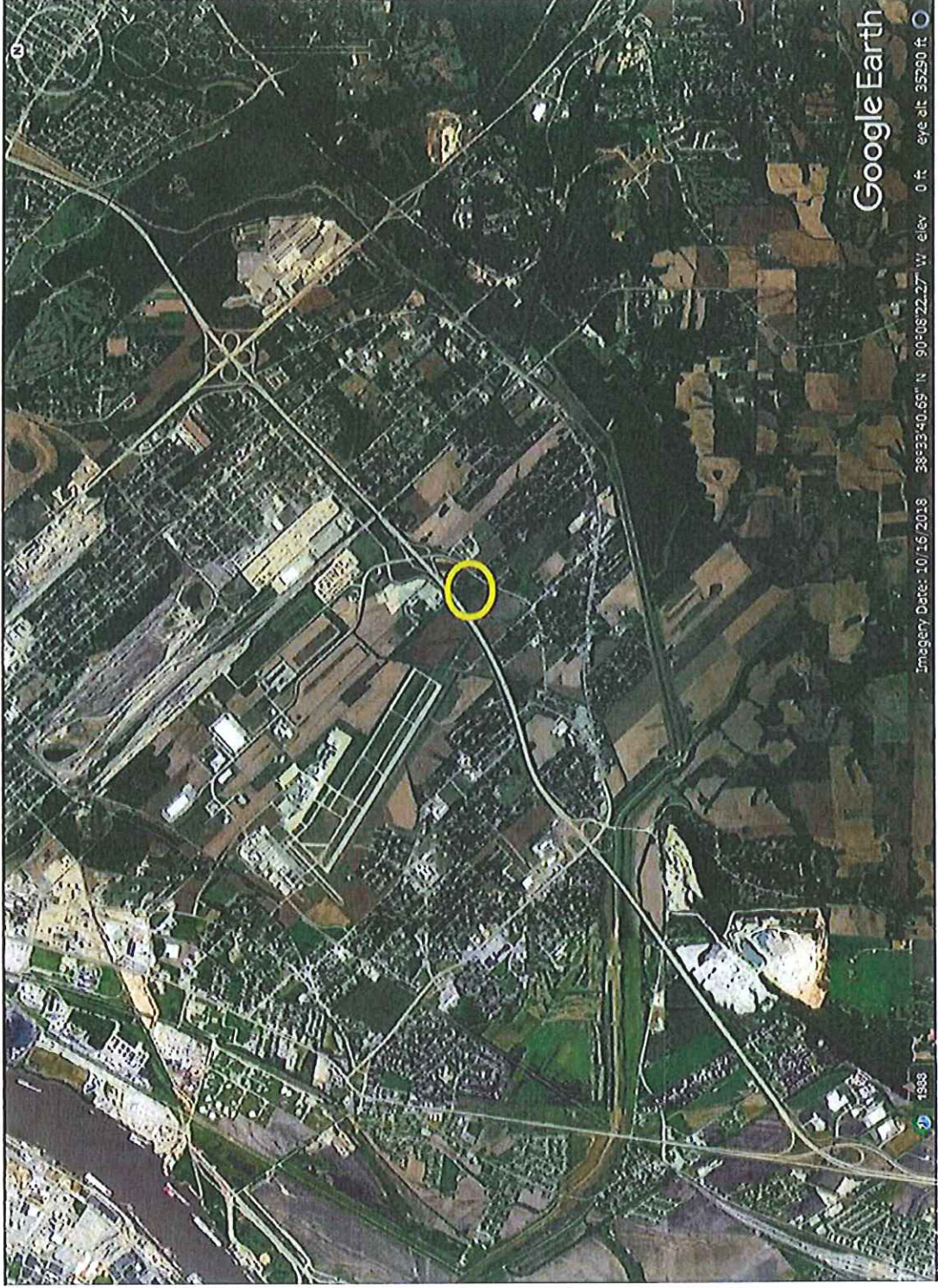






County Parcel Number	07060400033
Type of Interest	Fee Simple
Address	Mousette Ln, Cahokia, IL (Entirety of site is located in the Village of Sauget)
Location	East side of I-255 along Mousette Ln
Parcel Size	7.40 Acres (0.37 Acres RPZ; Market: 7.03 Acres; Keep: 0.37 Acres)
Acquisition Cost	Part of Tract R on the Airports Exhibit A Property Map. Purchased from Illinois State Trust Company on November 29, 1983
Notes	Originally part of Tract R (29.60 acres). 7.4 acres of which were annexed by the Village of Sauget in 2016. The remainder was already within the Village of Sauget. Land originally purchased for security fence and Carol Street demolition
Grant Number	FAA: AIP 3-17-0039-04 STATE: 93A-32-1745
Participation Ratio	Unknown, Could be 50% to 90%
Potential Disposition	Released from FAA Grant Assurances and Sold by RFP. An appraisal to calculate land value is currently being conducted.



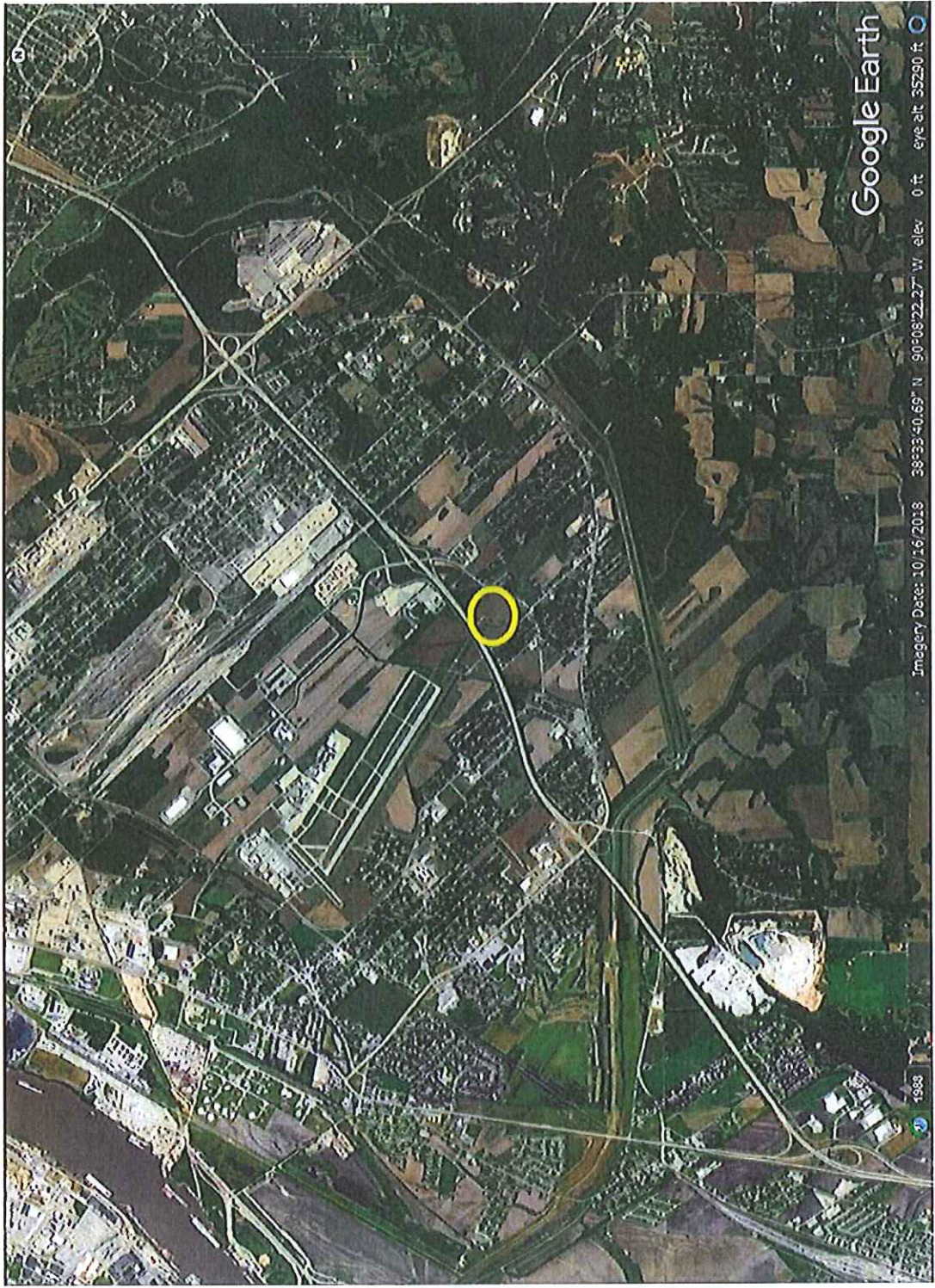








County Parcel Number	07060300043
Type of Interest	Fee Simple
Address	Mousette Ln, Cahokia, IL
Location	East side of I-255 along Mousette Ln
Parcel Size	2.81 Acres (0.72 Acres RPZ; Market: 2.03 Acres; Keep: 0.79 Acres)
Acquisition Cost	Part of Tract M-3 on the Airports Exhibit A Property Map. Purchased from Rose Gordon and Jule Gordon, Her Husband / Southwest Regional District on September 28, 1970
Notes	Tract M-3 is 7.90 Acres. Land originally purchased for ILS site preparation, Marking of Runway 12-30, Airfield Lighting System, and Construction of Airport Access Road.
Grant Number	FAA: ADAP 8-17-0039-02 STATE: 74A-9-60L
Participation Ratio	Unknown, Could be 50% to 90%
Potential Disposition	Released from FAA Grant Assurances and Sold by RFP. An appraisal to calculate land value is currently being conducted.



Google Earth

Imagery Date: 10/16/2018 38°33'40.69" N 90°08'22.27" W elev 0 ft eye alt 35290 ft

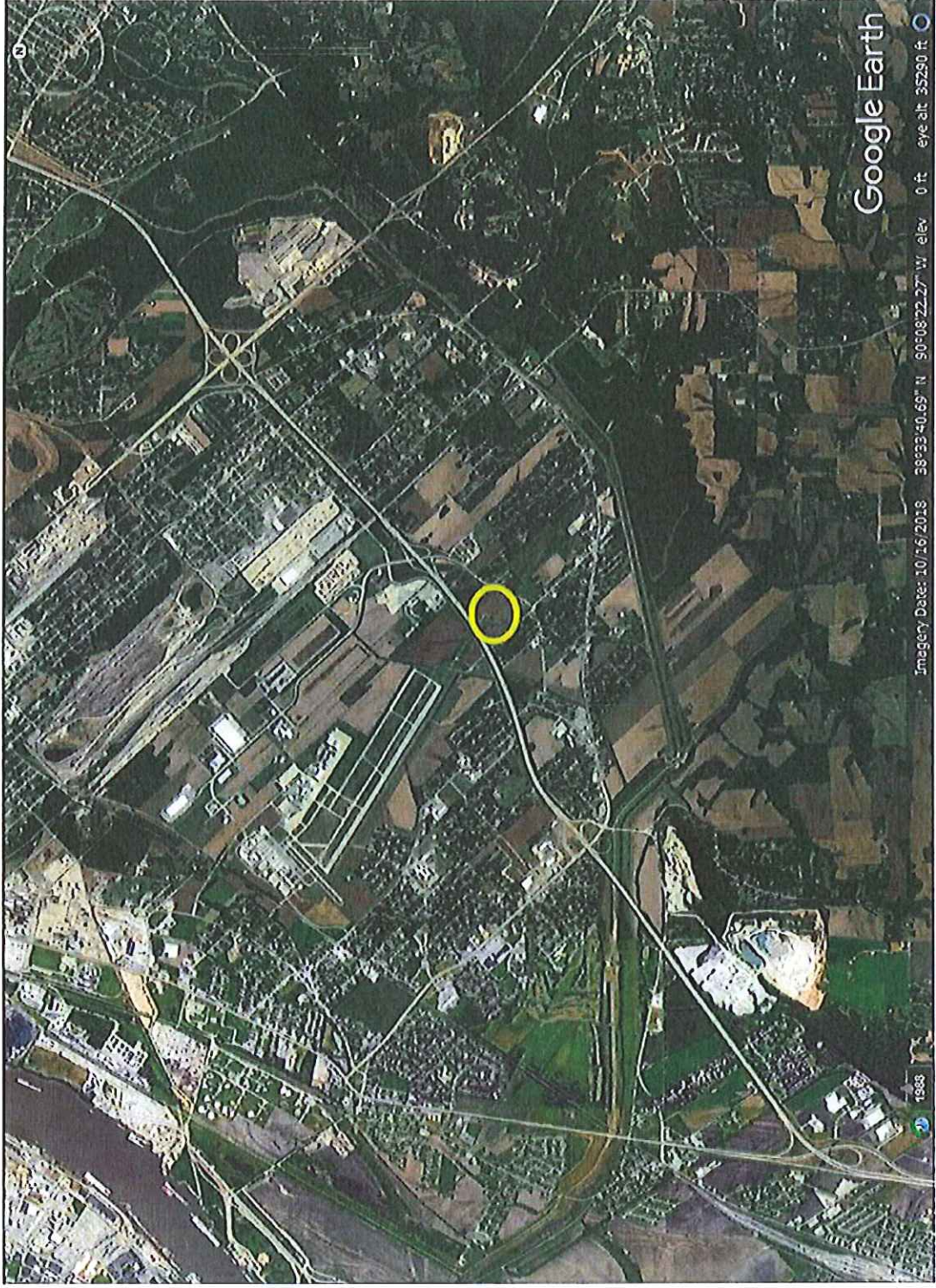
1983







County Parcel Number	070603000045
Type of Interest	Fee Simple
Address	Mousette Ln, Cahokia, IL
Location	East side of I-255 along Mousette Ln
Parcel Size	17.56 Acres (12.10 Acres RPZ; Market: 3.46 Acres; Keep: 14.09 Acres)
Acquisition Cost	Part of Tract M-2 on the Airports Exhibit A Property Map. Purchased from John Lorentzen and Mary V. Lorentzen, His Wife / Southwest Regional Port District on October 9 <sup>th</sup> , 1969
Notes	Tract M-2 is 37.80 Acres. Land originally purchased for ILS site preparation, Marking of Runway 12-30, Airfield Lighting System, and Construction of Airport Access Road.
Grant Number	FAA: ADAP 8-17-0039-02 STATE: 74A-9-60L
Participation Ratio	Unknown, Could be 50% to 90%
Potential Disposition	Released from FAA Grant Assurances and Sold by RFP. An appraisal to calculate land value is currently being conducted.



Google Earth

Imagery Date: 10/26/2018 38°33'40.69" N 90°08'22.27" W elev 0 ft eye alt 35290 ft

1988







Open Session Item

**10. e.**

**Bi-State Development  
Board of Commissioners  
Open Session Agenda Item  
November 22, 2019**

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**From:** Taulby Roach, President & Chief Executive Officer  
**Subject:** **North Hanley MetroLink Station Development Proposal**  
**Disposition:** Approval  
**Presentation:** John Langa, Vice President Economic Development;  
Jeff Braun, Director, Real Estate

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**Objective:**

To present to the Bi-State Development (**BSD**) Board of Commissioners (**Board**) for approval, the updated North Hanley Transit Oriented Development (**TOD**) project, to reconfirm: (1) conveyance of properties via lease, sale, joint development buyout, or other alternative acceptable to BSD, the Federal Transit Administration (**FTA**) and Bywater Development (**Developer**) based on the Developer's TOD proposal (**Proposal**) - conditioned upon St. Louis County (**County**) and other approvals as needed for development; (2) declare the BSD property in question as an incidental, non-transit use (*FTA Circular C 7050.1*) and declare the BSD property, proposed for development, as excess property (BSD Board Policy Section 40.050); and, (3) herein authorize, BSD's President and CEO to finalize and execute agreements in support of the project.

**Background:**

- In spring and summer 2017, BSD Economic Development Department staff worked on TOD opportunities at the North Hanley MetroLink Station (**Station**), including through an Urban Land Institute Technical Assistance Panel; and, a joint request for proposals with the University of Missouri-St. Louis' University Square Community Development Corporation and a private property owner, Sandy Rothschild (Geiger Realty). The Station is in the unincorporated portion of the County.
- On January 18, 2019, BSD received an unsolicited Proposal from the Developer for a TOD on 1.77 +/- acres at the southwest quadrant of the Station parking lot. The Proposal included 60 units of workforce and affordable housing, 2,000-3,000 square feet of commercial space, including permanent offices for the Developer and several crime prevention through environmental design elements (**CPTED**). The Developer initially proposed a 50-year ground lease at appraised value, and that BSD reinvest the proceeds from this lease (estimated at \$347,000, based on appraisal) in the form of on-site infrastructure and project area place making to better link the project to the Station itself. Final Proposal approval would be contingent on necessary approvals from the BSD Board, FTA, County and any other jurisdictional entities.
- BSD staff ordered an appraisal in January 2019.
- BSD staff advertised against this Proposal in the St. Louis Post Dispatch and on our website from February 15, 2019, to March 11, 2019. BSD did not receive any additional proposals.

- This item was presented at the Combined Meeting of the Operations Committee / Audit, Finance & Administration Committee on March 26, 2019. Following that, on April 26, 2019, the BSD Board Approved a request to: (1) consider conveyance of properties via lease, sale, joint development buyout, or other alternative acceptable to the FTA to the Developer based on their TOD proposal at the Station - conditioned upon FTA, County and other approvals needed for development; (2) declare the proposed BSD property in question as an incidental, non-transit use (*FTA Circular C 7050.1*) and declare the BSD property, proposed for development, as excess property (BSD Board Policy Section 40.050); and, (3) herein authorize, BSD President and CEO to finalize and execute agreements in support of finalizing the project. **Exhibit A**, attached, provides a brief overview of the Developer's initial proposal, including a new last page noting site revisions received from the Developer in August.
- Throughout spring and summer 2019, BSD Economic Development worked on the project with the Developer, including meeting with the Developer and the Missouri Housing Development Commission (**MHDC**) in July to discuss the Proposal. MHDC was positive towards the project at the meeting. In addition, the Developer has been meeting with the County on the project throughout the summer, and to date, the County has been favorable on the project.
- BSD updated its appraisal in July confirming the valuation of the property at \$4.50/SF.
- On August 19, 2019, BSD Economic Development staff was made aware by the Developer that they would like to revise the size of the development site from 1.77 +/- acres to 2.03 +/- acres (the shape of the site is generally the same but it is enlarged by increasing the northern boundary, please see the last page of Exhibit A) to include more parking (from approximately 45 to 63 spaces) within the site to meet development and submittal requirements. Given such, BSD updated the most recent appraisal confirming the valuation is \$4.50/SF for all 2.03 +/- acres. This updated, and reviewed appraisal has been sent to the FTA for further review and approval consideration of the project. If the site increases as proposed, the transaction amount would increase to the \$399,000 range.
- On August 21, 2019, the Developer submitted a contract to either purchase or lease the property through a Dual Option Agreement (**Agreement**). A BSD project memo (**Exhibit B**) regarding the draft Agreement (**Exhibit C**) provides an overview of the Agreement, which is contingent upon final BSD, FTA and County approvals. The Agreement includes the only change from the original project, the site increased from 1.77 +/- acres to 2.03 +/- acres; otherwise, the project is the same as originally proposed. The Agreement has been signed by BSD's President and CEO, contingent upon final BSD Board approval, and in conjunction with the April BSD Board approval. This contingent Agreement is enabling the Developer to pursue MHDC financing and county zoning in expedited fashions. Please note, at the time when the Developer and BSD exercise the final lease or purchase agreement for the project, such will require BSD President and CEO signature for that specific lease or purchase.

**Analysis:**

The original plan submitted by the Developer included some 1.77 +/- acres and the most recent iteration would change that to 2.03 +/- acres. Besides that change in acreage and final transaction price (from approximately \$347,000 to \$399,000), the other primary change is that the Developer may likely pursue purchasing not leasing the property. Please note, given that the acreage being conveyed to the Developer is not at this time platted and surveyed, BSD and the Developer may experience unforeseen costs as part of this disposition compared to a property already surveyed, platted and prepped for development.

**Previous Committee Action:**

This item was presented at the October 18, 2019, Combined Meeting of the Operations Committee and Audit, Finance & Administration Committee, and it has been recommended by the Committee for approval.

**Board Action Requested:**

The Committee recommends the Bi-State Development (BSD) Board of Commissioners approve, the updated North Hanley Transit Oriented Development (TOD) project, to reconfirm: (1) conveyance of properties via lease, sale, joint development buyout, or other alternative acceptable to BSD, the Federal Transit Administration (FTA) and Bywater Development (Developer) based on the Developer's TOD proposal (Proposal) - conditioned upon St. Louis County (County) and other approvals as needed for development; (2) declare the BSD property in question as an incidental, non-transit use (FTA Circular C 7050.1) and declare the BSD property, proposed for development, as excess property (BSD Board Policy Section 40.050); and, (3) herein authorize, BSD's President and CEO to finalize and execute agreements in support of the project.

**Funding Source:**

The BSD Economic Development Department has within its budget, funds for legal and consulting expenses. It is expected that the legal and consulting expenses for this project will be in the \$30,000 range, if the project is taken to completion, with the largest portion of expenses related to legal review, appraisal, and preparation of property conveyance and development documents. When and where possible, BSD will pursue these funds being reimbursed by the project.

**Exhibits:**

- Exhibit A: North Hanley TOD Overview
- Exhibit B: September 2019 Project Memo, Bywater Development, Dual Option Agreement
- Exhibit C: Dual Option Agreement - Draft

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE BI-STATE DEVELOPMENT AGENCY  
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT  
APPROVING THE UPDATED NORTH HANLEY STATION  
TRANSIT ORIENTED DEVELOPMENT (TOD) PROJECT, RECONFIRMING  
THE CONVEYANCE OF PROPERTIES AND DECLARING CERTAIN  
AGENCY PROPERTY AS AGENCY SURPLUS PROPERTY AND  
INCIDENTAL NON-TRANSIT USE PROPERTY, AND AUTHORIZING  
THE PRESIDENT AND CEO TO FINALIZE AND EXECUTE DOCUMENTS  
IN SUPPORT OF THE 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*, the Collected Board Policies of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District, *Section 40.050, Disposition of Surplus Property*, provides that the President and CEO, in conjunction with the Agency’s Real Estate Department, shall review all Agency real estate to determine the appropriate use of each property, and shall annually submit a report to the Board of Commissioners for its approval detailing all Agency property or properties that are not required for Agency purposes and may therefore be declared to be surplus and subject to sale, lease, or the grant of other property rights; and

*Whereas*, the Collected Board Policies of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District, *Section 40.030, Disposition*, states (A) Authorization:

1. The Board of Commissioners shall approve any disposition of real property where the appraised value exceeds \$250,000.
2. The President and CEO is authorized to approve any disposition of real property where the appraised value is \$250,000 or less.
3. The Vice President of Economic Development is authorized to approve a disposition of real property where the estimated value is \$100,000 or less.

*Whereas*, the Collected Board Policies of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District, *Section 40.040, Real Property Leasing*, states (A) Policy:

1. Determination of Property Status. Prior to any lease of the Agency’s real property, the Agency shall ensure that the property subject to the proposed lease is not needed for Agency purposes in accordance with Section 40.050.
2. Rate of Return. The Agency shall obtain a fair market rate of return on any Agency-owned real property that is subject to lease, and shall negotiate terms and conditions that will continue to sustain a fair rate of return by means of rent review, consumer price index adjustments, reappraisals, or the application of percentage rents to grow income. The rate of return shall be based upon the highest rate commensurate with the designated public use. Rental rates shall be established based upon a current appraisal, comparative studies, or past rents received.

3. Selection of Lessee. Lease proposals shall be evaluated in terms of the consideration offered in the form of rent, or in the form of value provided through goods or services: Lessee's financial capability; Lessee's expertise regarding the development and operation of the proposed leasehold; the nature of the proposed development; and any special public benefits to be derived; and

**Whereas,** the Collected Board Policies of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District, *Section 40.040, Leasing*, states (B) Authorization:

1. The Board of Commissioners shall approve leases in which (a) the Agency is the lessor or landlord and the consideration for the lease is estimated to exceed \$250,000 in any year during the term of the lease; or (b) the Agency is the lessee or tenant and the consideration of the lease is estimated to exceed \$250,000 in any year during the term of the lease.
2. The President and CEO is authorized to approve leases in which (a) the Agency is the lessor or landlord and the consideration for the lease is estimated to be up to \$250,000 in any year during the term of the lease; or (b) the Agency is the lessee or tenant and the consideration for the lease is estimated to be up to \$250,000 in any year during the term of the lease.
3. The Vice President of Economic Development is authorized to approve leases in which (a) the Agency is the lessor or landlord and the consideration for the lease is estimated to be a maximum of \$100,000 or less in any year during the term of the lease; or (b) the Agency is the lessee or tenant and the consideration for the lease is estimated to be a maximum of \$100,000 or less in any year during the term of the lease; and

**Whereas,** the Collected Board Policies of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District, *Section 40.070, Economic Development, (A) Definitions*, provides that (2) "Joint Development" means an income-producing activity with a transit nexus related to a real property asset. Joint Development projects are commercial, residential, industrial, or mixed-use developments that are induced by, or enhance the effectiveness of, transit projects. Joint Development projects may include private, for-profit, as well as non-profit development activities. In lieu of income, the Agency may accept an equivalent value of goods and/or services including, but not limited to, capital improvements, information services, site maintenance, or other property rights; and

**Whereas,** the Collected Board Policies of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District, *Section 40.070, Economic Development, (A) Definitions*, provides that (3) "Transit Oriented Development" (TOD) means any activity that capitalizes on the investment in public transit that may result in increased ridership, and that creates a critical link between transit and adjacent uses. TOD has three fundamental characteristics: a mix of moderate to high intensity land uses; a physical or functional connection to the transit system; and design features that reinforce pedestrian relationships and scale; and

**Whereas,** the Collected Board Policies of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District, *Section 40.070, Economic Development, (B) Policy* provides that it is the policy of the Agency to encourage Joint Development and Transit Oriented Development. It is further the policy of the Agency to promote public / private partnerships that:

1. Offer economic benefits to the parties;
2. Enhance the quality of life for citizens in the region;
3. Increase public and private employment opportunities;
4. Create new investment opportunities;
5. Enhance accessibility of Agency services;
6. Increase the aesthetic quality of Agency facilities and/or access thereto;
7. Provide appropriate services for the convenience of Agency facilities and/or access thereto;
8. Complement land use plans of affected jurisdictions;
9. Generate revenues;
10. Support development of community consensus relating to regional goals and objectives; and
11. Expand Agency operations and services; and

**Whereas**, in spring and summer 2017, BSD Economic Development Department staff worked on TOD opportunities at the North Hanley Station, including pursuing an Urban Land Institute Technical Assistance Panel (ULI TAP), and joint RFP in conjunction with the University of Missouri-St. Louis (UMSL), the University Square Community Development Corporation (CDC), and a private property owner, Sandy Rothschild (Geiger Realty); and

**Whereas**, on January 18, 2019, BSD received an unsolicited proposal (Proposal) from Bywater Development Group (Developer) for a transit-oriented development on 1.7 +/- acres at the southwest quadrant of the North Hanley Station parking lot. The Proposal includes 60 units of workforce and affordable housing, and also includes 2,000-3,000 square feet of commercial space, including permanent offices for the Developer, and several crime prevention through environmental design (CPTED) elements (the Project).. The Developer proposes a 50-year ground lease at appraised value. The Developer also proposes that BSD reinvest the proceeds from this lease (estimated at \$347,000, based on appraisal) be reinvested into the site by BSD in the form of site infrastructure and place making; and

**Whereas**, on April 26, 2019, the BSD Board approved a request to: (1) consider conveyance of properties via lease, sale, joint development buyout, or other alternative acceptable to the FTA to the Developer based on their TOD proposal at the North Hanley Station - conditioned upon FTA, St. Louis County and other approvals needed for the development; (2) declare the proposed BSD property under consideration as an incidental, non-transit use (*FTA Circular C 7050.1*) and declare the BSD property, proposed for development, as excess property (BSD Board Policy Section 40.050); and, (3) herein authorize, BSD President and CEO to finalize and execute agreements in support of finalizing the Project; and

**Whereas**, throughout spring and summer 2019, BSD Economic Development staff worked on the proposed Project with the Developer, including meeting with the Developer and the Missouri Housing Development Commission (MHDC) in July to discuss the Proposal. MHDC was positive towards the Project at the meeting. In addition, the Developer has been meeting with St. Louis County on the Project throughout the summer, and to date, St. Louis County has been favorable on the Project; and

**Whereas**, BSD updated its appraisal in July confirming the valuation of the proposed property at \$4.50/SF; and

**Whereas**, on August 19, 2019, BSD Economic Development staff was made aware by the Developer that they would like to revise the size of the development site from 1.77 +/- acres to 2.03 +/- acres, and on August 21, 2019, the Developer submitted a contract to either purchase or lease the property through a Dual Option Agreement, which includes a change from the original proposed Project, whereby the site increased from 1.77 +/- acres to 2.03 +/- acres; otherwise, the Project is the same as originally proposed; and

**Whereas**, it is feasible, necessary and in the public interest for the Board of Commissioners to approve the updated North Hanley Station Transit Oriented Development (TOD) Project, to reconfirm: (1) conveyance of properties via lease, sale, joint development buyout, or other alternative acceptable to BSD, the Federal Transit Administration (FTA) and Bywater Development (Developer) based on the Developer's TOD Proposal - conditioned upon St. Louis County and other approvals as needed for development; (2) declare the BSD property under consideration as an incidental, non-transit use (*FTA Circular C 7050.1*) and declare the BSD property, proposed for development, as excess property pursuant to BSD Board Policy Section 40.050; and, (3) authorize, BSD's President and CEO to finalize and execute agreements in support of the 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. Declaration of Surplus Property and Incidental Non-Transit Use, Approval of Conveyance of Properties and Authority to Execute Documents. The Board of Commissioners hereby determines that the Agency's North Hanley Station area properties, (as identified in the Briefing Paper and made apart hereof), located in St. Louis County, Missouri, are not required for Agency purposes and may, therefore, be declared surplus and subject to sale, lease, or the grant of other property rights and that the Agency property under consideration is an incidental non-transit use (per FTA Circular C 7050.1), and authorizes the conveyance of North Hanley Station area properties via lease, sale, joint development buyout, or other alternative acceptable to the Federal Transit Administration (FTA) to Bywater Development Group (Developer) based on their Transit Oriented Development (TOD) Proposal at the North Hanley MetroLink station (North Hanley Station) conditioned upon FTA and all of the St. Louis County and other approvals needed for development and authorizes the President and CEO to finalize and execute agreements and documents in support of finalizing the TOD 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. Actions of Officers Authorized. The officers of the Agency, including, without limitation, the President and CEO, and the Vice President, Economic Development, are hereby authorized and directed to take such actions as they may deem necessary or advisable in order to convey the Agency properties via lease, sale, joint development buyout or other alternative acceptable to the Federal Transit Administration, and Bywater Development Group, based on their Transit Oriented Development (TOD) Proposal at the North Hanley MetroLink station (North Hanley Station), conditioned upon FTA and all of the St. Louis County and other approvals needed for development (as identified in the Briefing Paper and made apart hereof), to finalize and execute any and all documents necessary to support the North Hanley Station TOD Project and carry out and perform the purposes of this Resolution.

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, 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. 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 22<sup>nd</sup> day of November, 2019.



***In Witness Whereof***, the undersigned has hereto subscribed his signature and caused the Seal of the Agency to be affixed.

**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 10.e.**

**Exhibit A**



A Concept Plan and Proposal for a  
Long-Term Lease and Parcel Development  
Agreement for the Development of

# University Crossing

A Transit-Oriented Affordable/Workforce  
Mixed-Use/Rental Apartment Development Located  
at the North Hanley Metro Site in  
Unincorporated St. Louis County

Submitted to:



**BI-STATE  
DEVELOPMENT**  
*Gateway to growth. On both sides of the river.*

Submitted by:

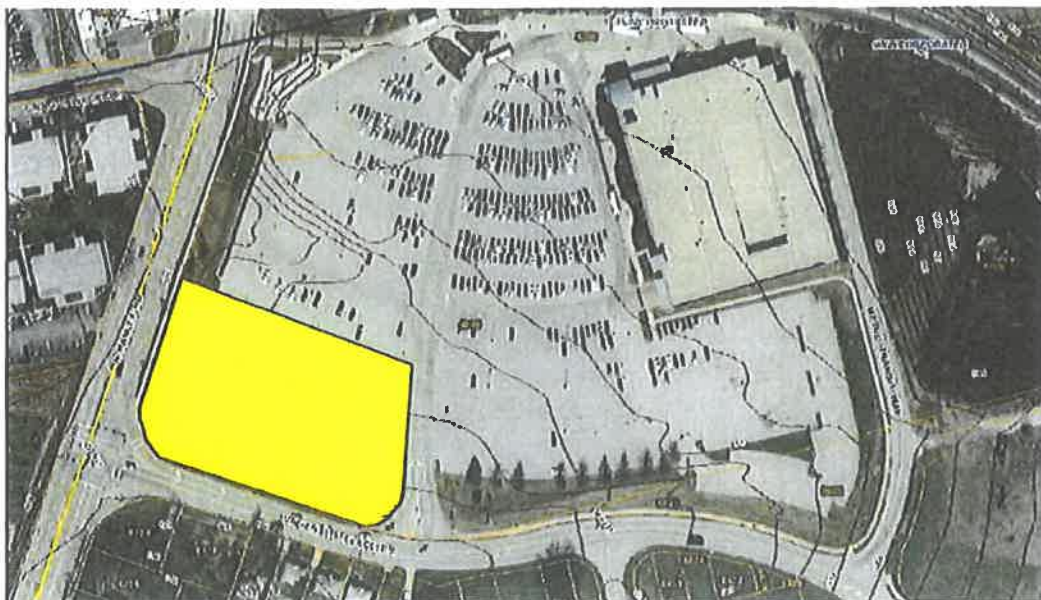


January 18, 2019

Exhibit A—Site Location



Proposed Development Site





## Exhibit B--Preliminary Architectural/Site Plan



Option 1



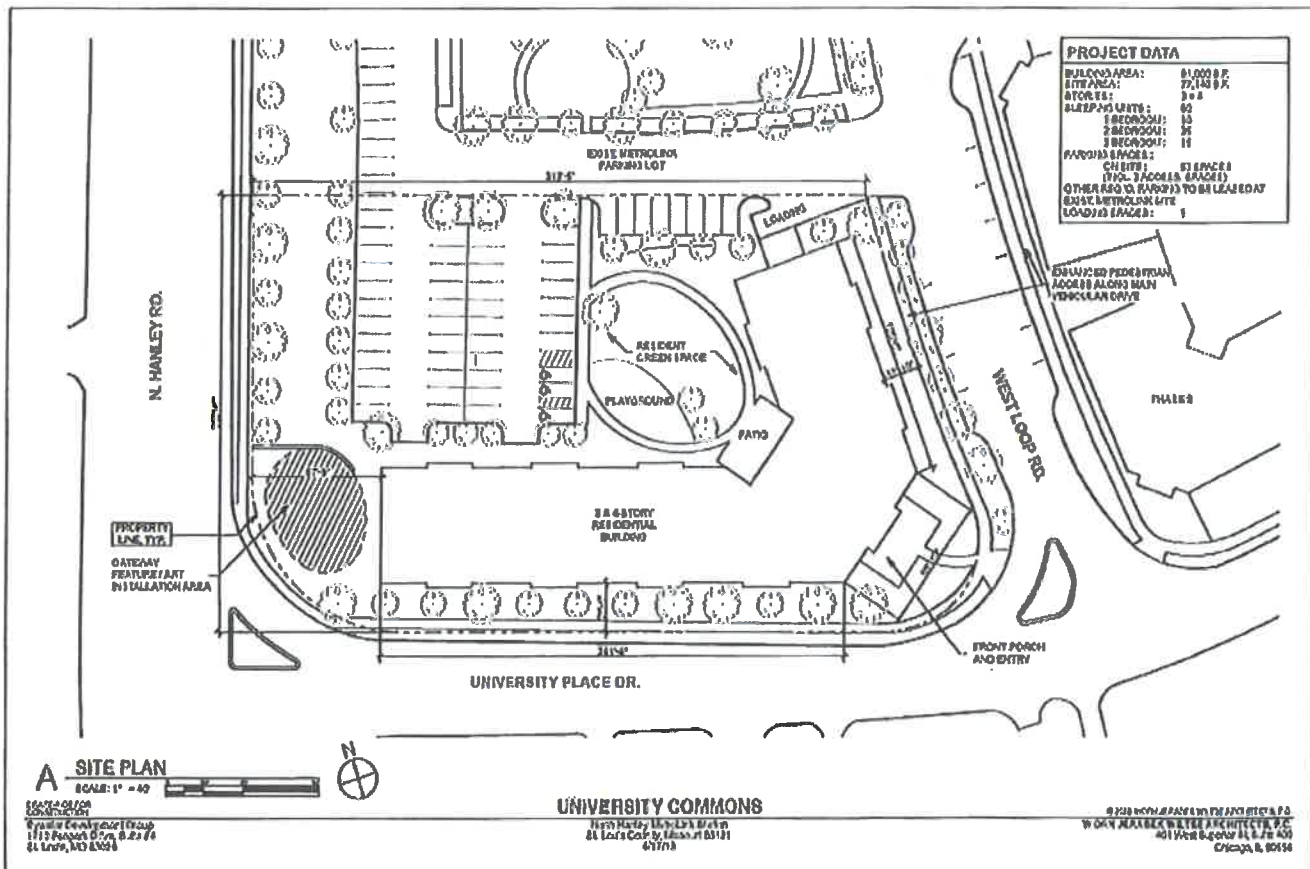
Option 2



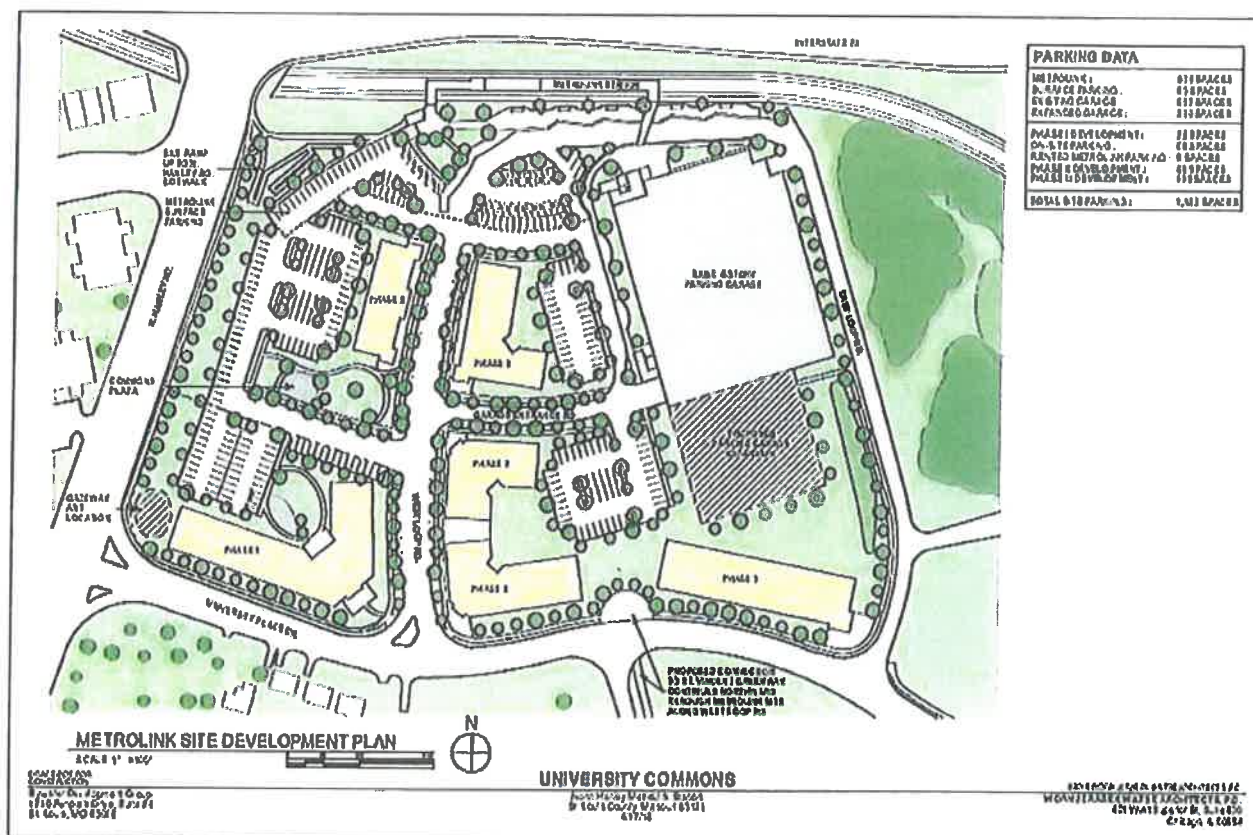
Option 3

Exhibit B--Preliminary Architectural/Site Plan  
Continued

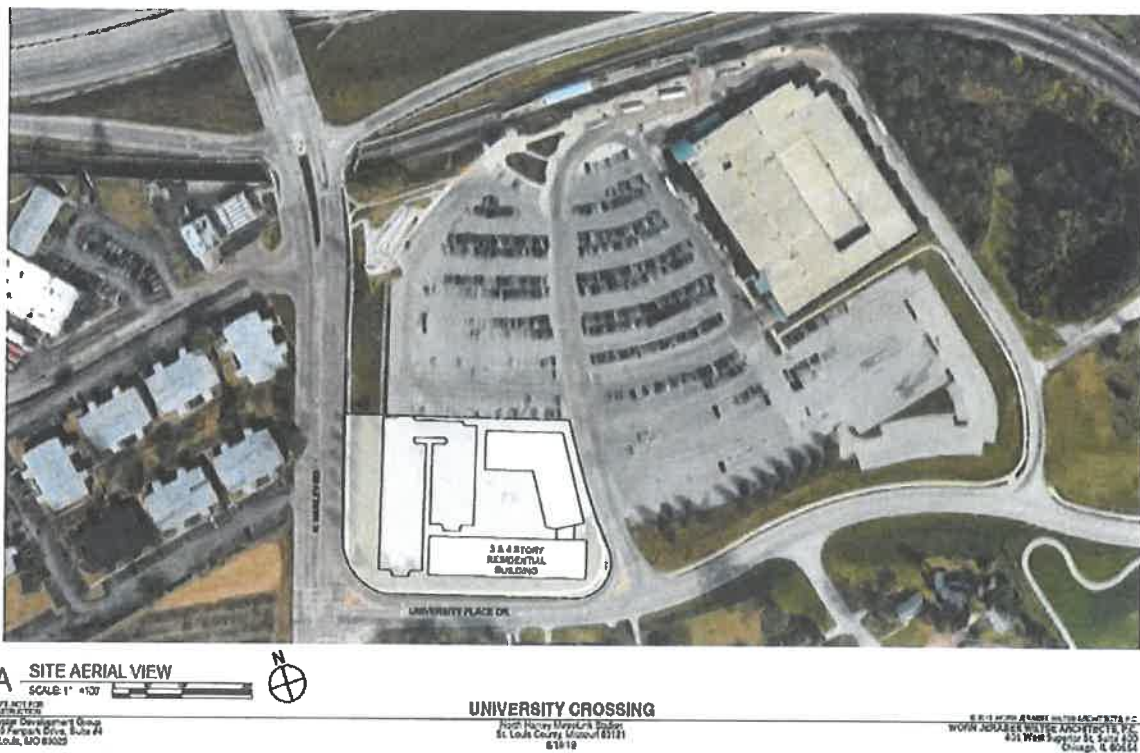
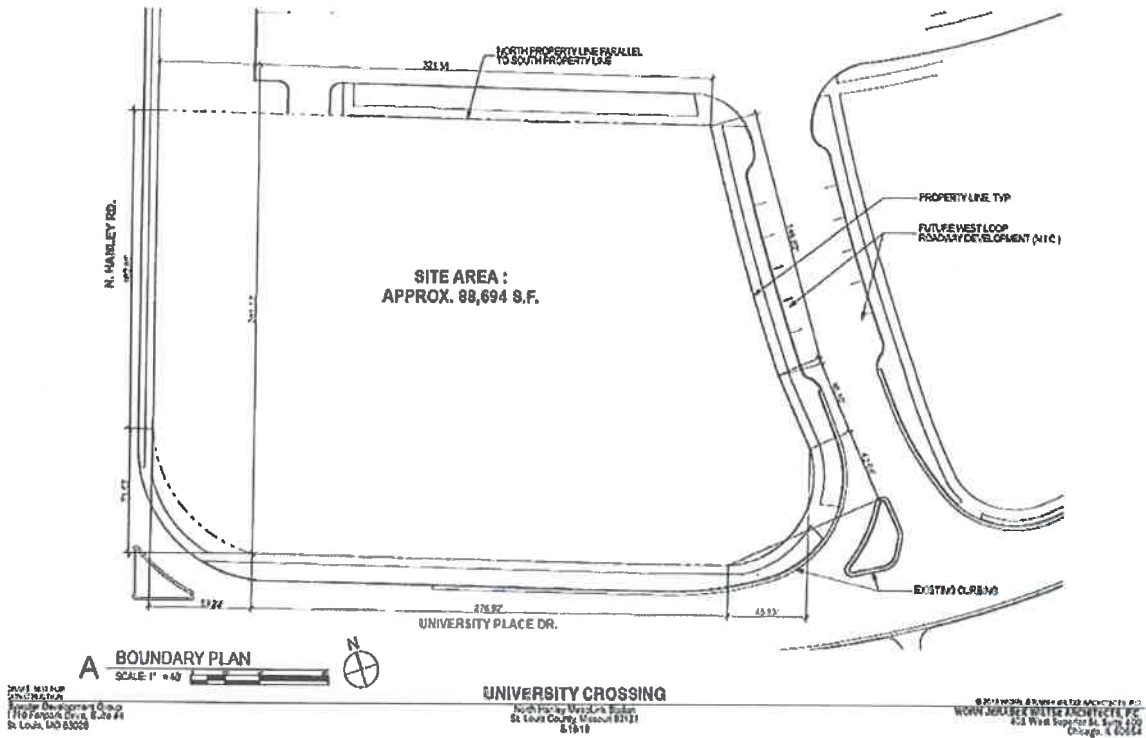
## Preliminary Site Plan



## Exhibit C—Conceptual Future Phasing Plan

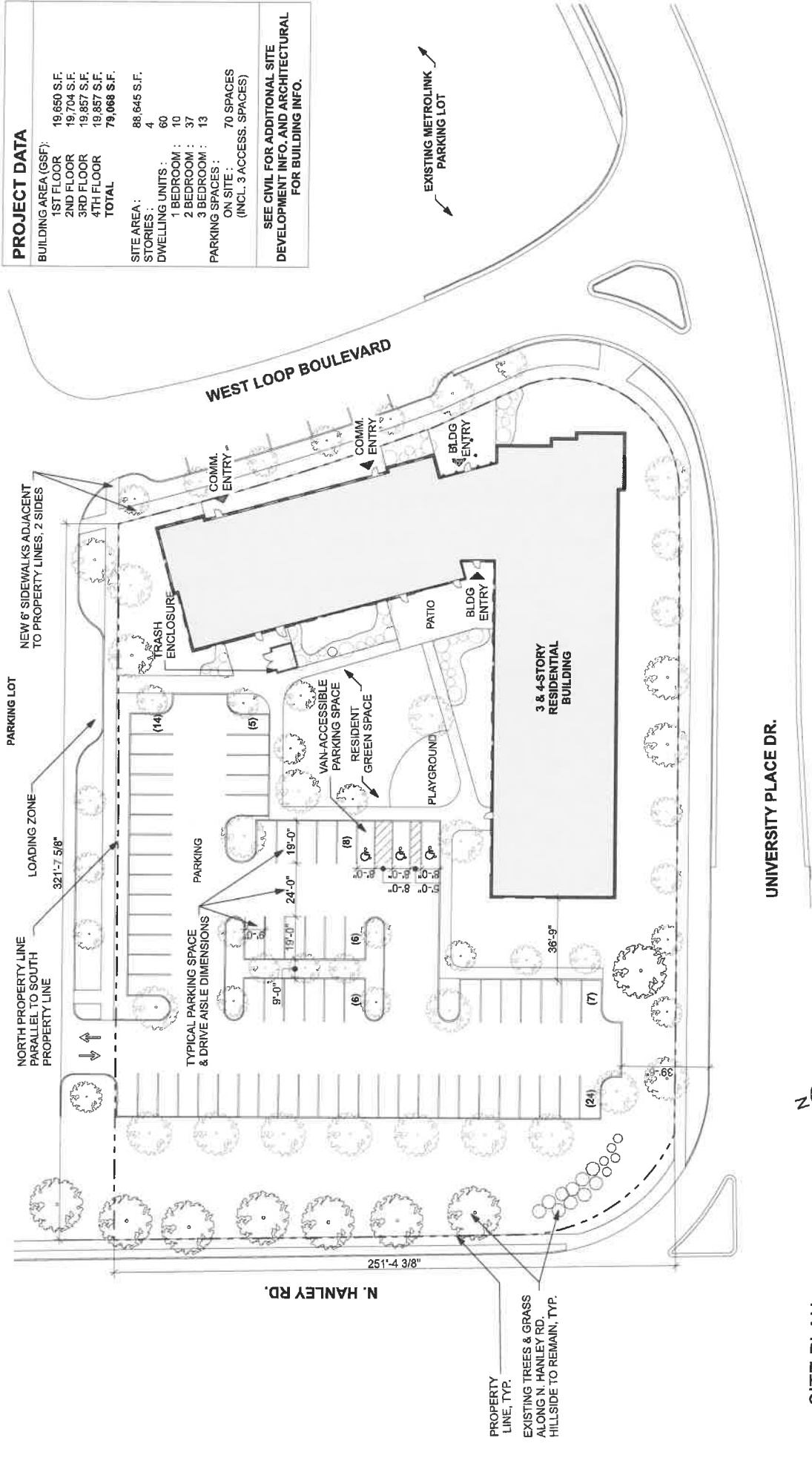


REVISED 8/19/2019





PROJECT DATA	
BUILDING AREA (GSF):	19,650 S.F.
1ST FLOOR	19,704 S.F.
2ND FLOOR	19,857 S.F.
3RD FLOOR	19,857 S.F.
4TH FLOOR	19,857 S.F.
TOTAL	79,068 S.F.
SITE AREA:	88,645 S.F.
STORIES:	4
DWELLING UNITS:	60
1 BEDROOM:	10
2 BEDROOM:	37
3 BEDROOM:	13
PARKING SPACES:	70 SPACES
ON SITE:	(INCL. 3 ACCESS. SPACES)
SEE CIVIL FOR ADDITIONAL SITE DEVELOPMENT INFO. AND ARCHITECTURAL FOR BUILDING INFO.	



# A SITE PLAN

SCALE: 1" = 40'

DRAFT-NOT FOR CONSTRUCTION  
 Bywater Development Group, LLC  
 1710 Fernpark Drive, Suite #4  
 St. Louis, MO 63026

## UNIVERSITY CROSSING

A Portion of 4300 N. Hanley Rd.  
 St. Louis County, Missouri 63121  
 9/20/19

A2.1

© 2019 WORN JERABEK WILTSE ARCHITECTS, P.C.  
 WORN JERABEK WILTSE ARCHITECTS, P.C.  
 401 West Superior St, Suite 400  
 Chicago, IL 60654

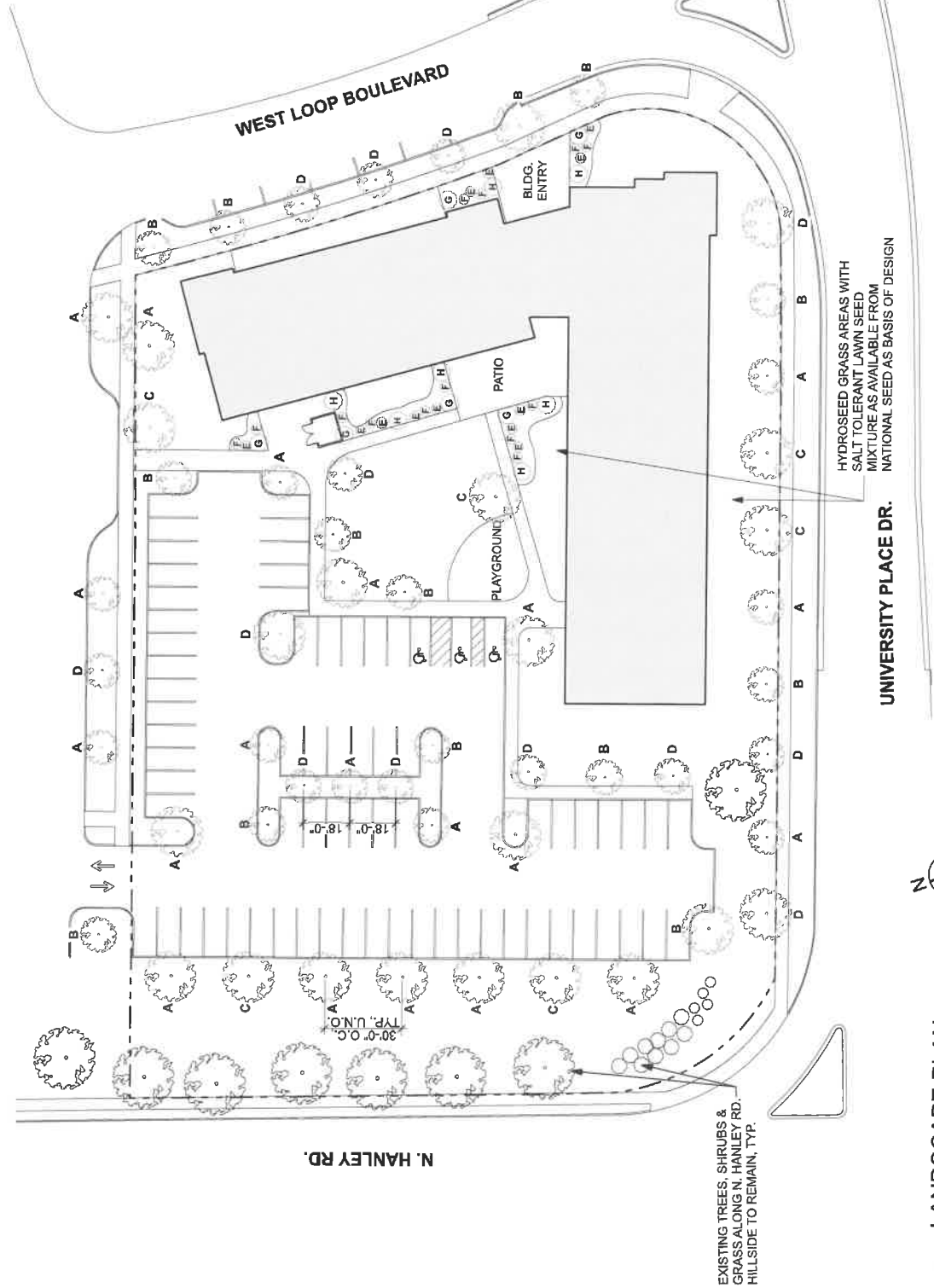
LANDSCAPE KEY	
	EXIST. TREES & SHRUBS TO REMAIN
	PROPOSED TREE
	PROPOSED SHRUB

TREE LEGEND	
QTY.	NAME
20	A MARMO FREEMAN MAPLE
14	B ACER FREEMANII 'WARMO'
6	C SKYLINE HONEYLOCUST
13	D GLEDITSIA TRIACANTHOS 'SKYLINE'
	E SWAMP WHITE OAK
	F QUERCUS BICOLOR
	G REDMOND AMERICAN LINDEN
	H TILIA AMERICANA 'REDMOND'

SHRUB LEGEND	
QTY.	NAME
12	E LITTLE HENRY VIRGINIA SWEETSPICE
13	F ITEA VIRGINICA 'SPRICH'
5	G PHILADELPHUS MINIATURE SNOWFLAKE
7	H BLUE MUFFIN VIBURNUM
	I VIBURNUM DENTATUM 'CHRISTOM'
	J GOLD LACE JUNIPER
	K JUNIPERUS CHINENSIS 'GOLD LACE'



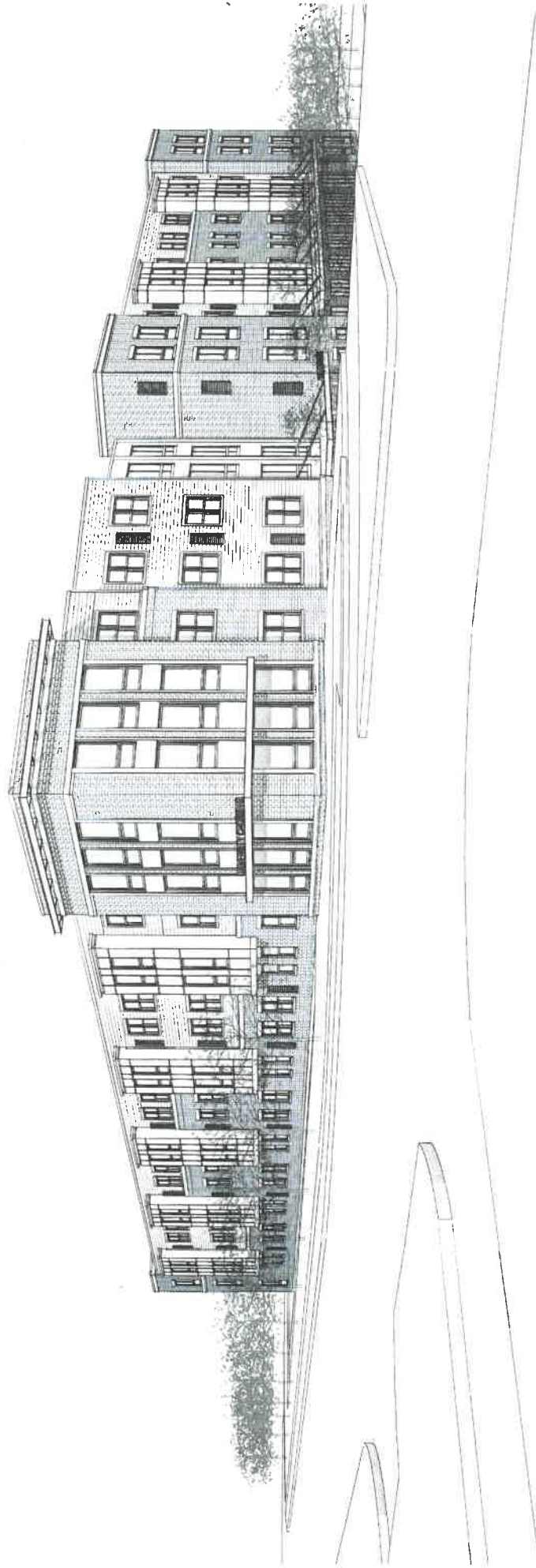
**A LANDSCAPE PLAN**  
 SCALE: 1" = 40'

DRAFT-NOT FOR CONSTRUCTION  
 Bywater Development Group, LLC  
 1710 Fenwick Drive, Suite #4  
 St. Louis, MO 63026

**UNIVERSITY CROSSING**  
 A Portion of 4300 N. Hanley Rd.  
 St. Louis County, Missouri 63121  
 9/20/19

**A2.2**

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**WORN JERABEK WILTSE ARCHITECTS, P.C.**  
 401 West Superior St, Suite 400  
 Chicago, IL 60654



SOUTHEAST CORNER PERSPECTIVE

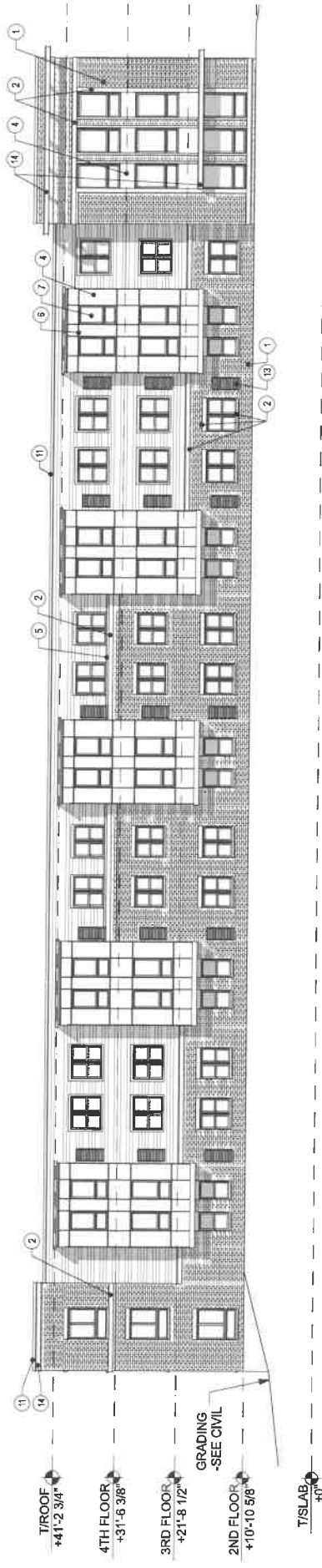
DRAFT-NOT FOR  
CONSTRUCTION

Bywater Development Group, LLC  
1710 Fenpark Drive, Suite #4  
St. Louis, MO 63026

## UNIVERSITY CROSSING

A Portion of 4300 N. Hanley Rd.  
St. Louis County, Missouri 63121  
9/20/19

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WORN JERABEK WILTSE ARCHITECTS, P.C.  
401 West Superior St, Suite 400  
Chicago, IL 60654



**A** SOUTH WING - SOUTH ELEVATION

SCALE: 1/16" = 1'-0"



**B** SOUTH WING - EAST ELEVATION

SCALE: 1/16" = 1'-0"

**ELEVATION MATERIAL KEY**

- 1 - FACE BRICK - 3 5/8"(H) x 3 5/8"(D) x 11 5/8"(L) - MANUF., COLOR & TEXTURE BY ARCHITECT
- 2 - CAST STONE SILL/HEAD/TRIM BAND - SMOOTH FINISH
- 3 - JAMES HARDIE "HARDIEPLANK" FIBER CEMENT LAP SIDING, SMOOTH FINISH COLORPLUS, 4" EXPOSURE
- 4 - JAMES HARDIE "HARDIEPANEL" FIBER CEMENT PANEL SIDING, SMOOTH FINISH
- 5 - FIBER CEMENT TRIM BOARD - SMOOTH FINISH
- 6 - ALUMINUM HORIZONTAL REVEAL TRIM - COLOR MATCH TO HARDIE PANEL COLOR
- 7 - PRE-FINISHED VINYL WINDOW UNIT
- 8 - PRE-FINISHED ALUMINUM STOREFRONT GLASS WINDOW
- 9 - PRE-FINISHED ALUMINUM STOREFRONT GLASS DOOR W/ SIDELIGHT AND TRANSOM - SEE DOOR SCHEDULE
- 10 - INSUL - STEEL ENTRY DOOR
- 11 - PRE-FINISHED ALUMINUM PARAPET COPING
- 13 - PRE-FINISHED VERTICAL HVAC GRILL-COLOR TO MATCH SIDING/BRICK COLOR
- 14 - PAINTED STEEL CHANNEL TRIM

11 - PRE-FINISHED ALUMINUM PARAPET COPING

**A4.1**

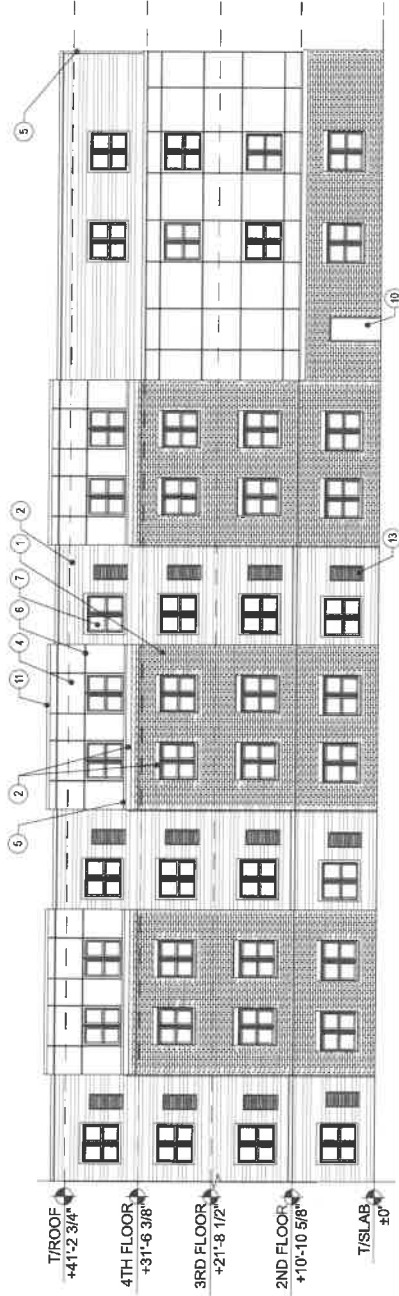
DRAFT-NOT FOR CONSTRUCTION

Bywater Development Group, LLC  
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St. Louis, MO 63026

**UNIVERSITY CROSSING**

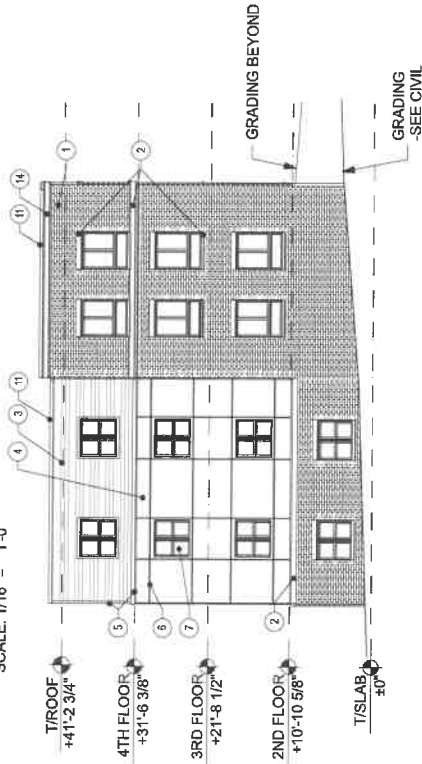
A Portion of 4300 N. Hanley Rd.  
St. Louis County, Missouri 63121  
9/20/19

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401 West Superior St, Suite 400  
Chicago, IL 60654



**A** SOUTH WING - NORTH ELEVATION

SCALE: 1/16" = 1'-0"



**B** SOUTH WING - WEST ELEVATION

SCALE: 1/16" = 1'-0"

**ELEVATION MATERIAL KEY**

- 1 - FACE BRICK - 3 5/8"(H) x 3 5/8"(D) x 11 5/8"(L) - MANUF., COLOR & TEXTURE BY ARCHITECT
- 2 - CAST STONE SILL/HEAD/TRIM BAND - SMOOTH FINISH
- 3 - JAMES HARDIE "HARDIEPLANK" FIBER CEMENT LAP SIDING, SMOOTH FINISH COLORPLUS, 4" EXPOSURE
- 4 - JAMES HARDIE "HARDIEPANEL" FIBER CEMENT PANEL SIDING, SMOOTH FINISH
- 5 - FIBER CEMENT TRIM BOARD - SMOOTH FINISH
- 6 - ALUMINUM HORIZONTAL REVEAL TRIM - COLOR MATCH TO HARDIE PANEL COLOR
- 7 - PRE-FINISHED VINYL WINDOW UNIT
- 8 - PRE-FINISHED ALUMINUM STOREFRONT GLASS WINDOW
- 9 - PRE-FINISHED ALUMINUM STOREFRONT GLASS DOOR W/ SIDE LIGHT AND TRANSOM
- 10 - INSUL. STEEL ENTRY DOOR - SEE DOOR SCHEDULE
- 11 - PRE-FINISHED ALUMINUM PARAPET COPING
- 13 - PRE-FINISHED VERTICAL HVAC GRILL-COLOR TO MATCH SIDING/BRICK COLOR
- 14 - PAINTED STEEL CHANNEL TRIM

**A4.2**

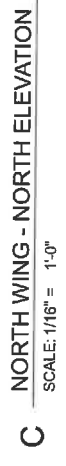
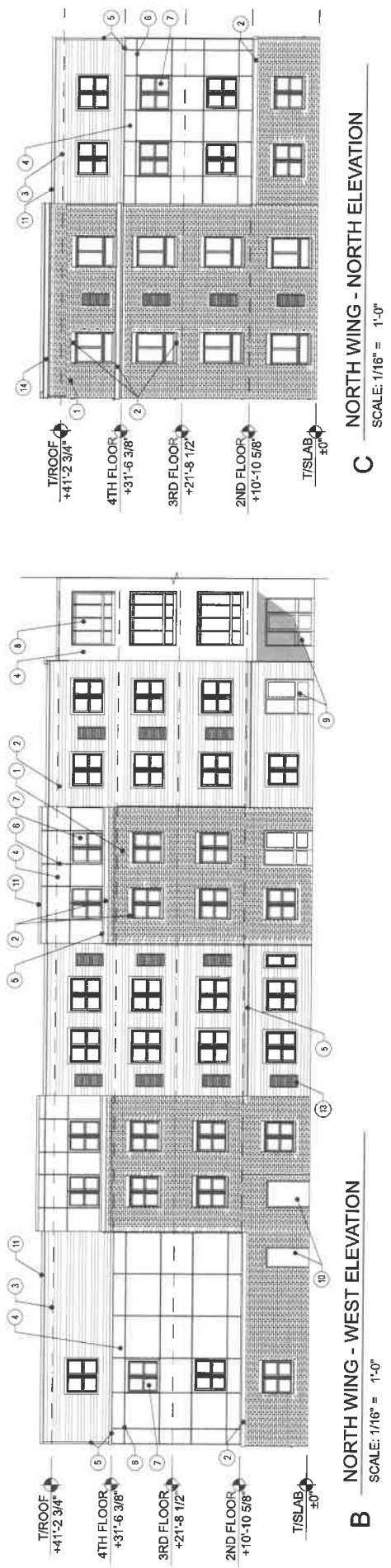
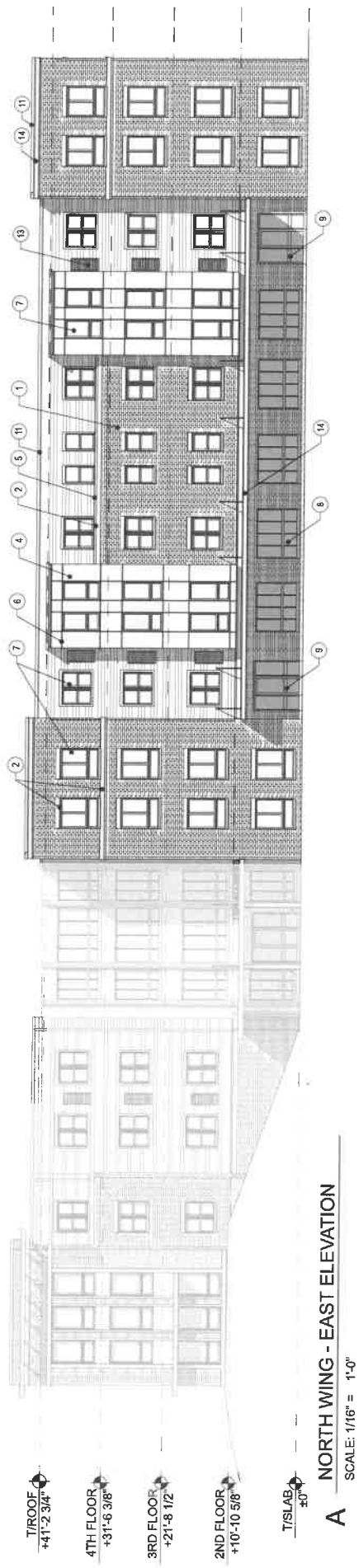
DRAFT-NOT FOR CONSTRUCTION

Bywater Development Group, LLC  
1710 Fenpark Drive, Suite #4  
St. Louis, MO 63026

**UNIVERSITY CROSSING**

A Portion of 4300 N. Hanley Rd.  
St. Louis County, Missouri 63121  
9/20/19

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Chicago, IL 60654



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Chicago, IL 60654

**Open Session Item 10.e.**

**Exhibit B**





## PROJECT MEMO

DATE: September \_\_\_\_, 2019

TO: Taulby Roach, President and CEO, Bi-State Development (**BSD**)

FROM: John Langa, Vice President, Economic Development, BSD

RE: North Hanley MetroLink Station Transit Oriented Development (**TOD**) Project  
Bywater Development  
Dual Option Agreement

Attached is a Dual Option Agreement (**Agreement**) for your review and hopeful signature. The Agreement has been reviewed and revised by Lashly Baer, outside legal counsel for BSD, and reviewed internally by BSD's General Counsel.

The Agreement memorializes constructive control of 2.03 +/- acres of BSD property (**Property**) by Bywater Development (**Developer**) in conjunction with the North Hanley MetroLink station TOD project (**Project**). The Developer will use this document in its application with the Missouri Housing Development Commission (**MHDC**) for project financing, as well as St. Louis County (**County**) for its zoning and permitting process. Through the Agreement, the Developer is provided constructive control of the Property, located at the southwest corner of the BSD North Hanley MetroLink parking lot, contingent upon final approvals by BSD, the Federal Transit Administration (**FTA**) and the County.

At this time, a related Project update and approval is being scheduled for the BSD October Operations Committee and the BSD Board of Commissioners November meetings. The Developer may include the contingent Agreement in its application to MHDC (due September 27, 2019 for possible MHDC approval this calendar year), and may begin the zoning application process with the County within the same general time frame. Please note, if the Developer pursues zoning applications in the same general time frame as its MHDC application, BSD may need to be a co-applicant on zoning paperwork. BSD Economic Development staff has participated in July meetings with the Developer and MHDC, and September meetings with the Developer and the County, all of which have been favorable to the Project.

The Agreement includes approval of a dual option approach whereby the Developer, at a later date, will be able to execute either the lease or purchase provisions contained within the Agreement. This dual approach may provide the Developer, BSD, FTA and the County more flexibility on moving forward with the Project. The dual option would require the Developer to subdivide the 2.03 +/- acres from the larger BSD MetroLink parcel area, and provides through June 2021 to finalize the project (with an option to extend 12-months for additional MHDC consideration). The key contingency for the Developer to achieve

One Metropolitan Square  
211 North Broadway, Suite 700  
St. Louis, MO 63102-2759  
[BiStateDev.org](http://BiStateDev.org)



within this time frame is this MHDC tax-credit financing approval. For the Developer, the lease option would run for 50-years and be exercised at appraised value at lease execution, or \$4.50 per square feet, whichever is greater; and, for the purchase option, it would be exercised at no less than 4.50 per square feet, or the then current appraised value, whichever is greater.

The Project itself is in lines with the Developer's original submittal which was approved by the BSD Board of Commissioners in spring 2019. That approval process included that this item was presented at the Combined Meeting of the Operations Committee / Audit, Finance & Administration Committee on March 26, 2019. Following that, on April 26, 2019, the BSD Board Approved a request to: (1) consider conveyance of properties via lease, sale, joint development buyout, or other alternative acceptable to the FTA to the Developer based on their TOD proposal at the Station - conditioned upon FTA, County and other approvals needed for development; (2) declare the proposed BSD property in question as an incidental, non-transit use (*FTA Circular C 7050.1*) and declare the BSD property, proposed for development, as excess property (BSD Board Policy Section 40.050); and, (3) herein authorize, BSD President and CEO to finalize and execute agreements in support of finalizing the project.

The workforce housing Project includes 60 +/- one, two and three bedroom units, 80% of which would be at 60% of the region's average median income (AMI), or approximately \$46,000 for a family of four, and 20% of which would be at 80% of AMI, or approximately \$61,000 for a family of four. The Project will include approximately 3,000 square feet of first floor office or retail space, including space the Developer may use as its office. Finally, proceeds for Project disposition, approximately \$399,000, would be used for capital upgrades within the station area, specifically to link the Project to MetroLink for pedestrians and riders, and provide an upgraded entryway into the station along the Project area. The only difference in the original application and the updated version (which is requiring it to go back to the BSD Board this fall) is that the project area increased from 1.77 +/- acres to 2.03 +/- acres. Otherwise, the Project remains the same (please note, BSD Economic Development "ran" the updated project by Metro Transit and it has been received favorably).

**Exhibit A**, attached, provides a brief overview of the Developer's initial proposal, including a new last page noting site revisions received from the Developer in late August 2019 along with the draft Agreement. Two execution copies of the Agreement follow Exhibit A.

cc: Barb Enneking, General Counsel, BSD

encl. Exhibit A, North Hanley TOD Overview  
Dual Option Agreement

**Open Session Item 10.e.**

**Exhibit C**

**DUAL OPTION AGREEMENT**

THIS DUAL OPTION AGREEMENT (this "*Agreement*") is made effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "*Effective Date*") by and between BYWATER DEVELOPMENT GROUP LLC, a Missouri limited liability company ("*Bywater*", "*Purchaser*", or "*Prospective Tenant*"), and BI-STATE DEVELOPMENT AGENCY D/B/A METRO, a Missouri and Illinois interstate compact ("*Bi-State*", "*Owner*", or "*Seller*"). Owner and Prospective Tenant are referred to collectively as the "*Parties*."

**WITNESSETH**

**WHEREAS**, Owner owns certain real property, which totals approximately 2.03 acres, located at the southwest corner of the current parking facilities associated with the North Hanley Metrolink Station in unincorporated St. Louis County, Missouri (the "*Property*"), further depicted in Exhibit A attached hereto, the legal description of the Property shall be determined by a survey to be completed at a later date;

**WHEREAS**, Bywater intends to use 88,694 sq. ft. of the Property, to construct, maintain, operate, and manage an approximately sixty (60) unit +/- rental housing project to be occupied primarily by individuals and families of medium and low income as well as 2,000-3,000 square feet of commercial space (the "*Project*");

**WHEREAS**, Bywater intends to finance the Project, in part, through the receipt of Federal low-income housing tax credits allowable under Section 42 of the Internal Revenue Code and, if available, Missouri low-income housing tax credits allowable under Chapter 135 of the Missouri Revised Statutes for low-income housing projects (collectively, the "*Tax Credits*");

**WHEREAS**, Bywater intends to finance the Project, in part, through the receipt of St. Louis County development and incentive financing through the St. Louis County Office of Community Development ("*County Development Funds*");

**WHEREAS**, Owner desires to grant Bywater dual options to obtain the Property consisting of (1) an exclusive option to lease the Property as Prospective Tenant; or (2) an exclusive option to purchase the Property as Purchaser, pursuant to the terms set forth in this Agreement; and

**WHEREAS**, Bywater desires to enter into this Agreement.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the respective obligations of the Parties contained herein, and other good and valuable consideration paid by Prospective Tenant to Owner, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Grant of Option.** As consideration for the Option Payment (as hereinafter defined), Owner hereby grants to Bywater:

(a) The exclusive option (the "*Lease Option*") to lease the Property, as Prospective Tenant, in accordance with the terms of this Agreement. Owner shall not have any discussions or negotiations with any other party as to the sale, lease or development of the Property until the expiration of the Option Term (as defined below); or

(b) The exclusive option (the “**Purchase Option**” and collectively with the Lease Option, the “**Option**”) to purchase the Property, as Purchaser, in accordance with the terms of this Agreement. Owner shall not have any discussions or negotiations with any other party as to the sale, lease or development of the Property until the expiration of the Option Term (as defined below).

The Parties agree that they may enter into only one of the Lease Option and Purchase Option. Bi-State shall have the authority in their sole and reasonable discretion, at any time, to remove one, but not both of the Options hereby granted to Bywater. The execution of either the Lease Option or Purchase Option shall terminate any remaining and unexecuted option and any and all rights of either Party under this Agreement as to the unexecuted option.

2. **Option Term.**

(a) The Option hereby granted may be exercised by Prospective Tenant any time after its receipt, or an affiliate’s receipt of an award for the Tax Credits; provided, however, such Option shall be exercised prior to the later of (i) June 30, 2021 or (ii) the completion of the MHDC annual funding cycles in year 2019 and 2020 as determined by the notification letter of award or rejection of Tax Credits to the Project (the “**Initial Option Term**”).

(b) Bywater shall have the right, at its option, to extend the Initial Option Term for the later of (i) an additional period of twelve (12) months or (ii) an additional MHDC Tax Credit funding cycle (the “**Additional Option Period**”), with said period to begin upon the expiration of the Initial Option Term; provided, however, that the Additional Option Period shall be automatically exercised by Bywater unless Bywater determines not to extend the Initial Option Term and gives Owner written notice of such determination on or prior to the expiration of the Initial Option Term. (The Initial Option Term and the Additional Option Period shall be collectively referred to as the “**Option Term**.”) If the Project fails to qualify for the Tax Credits and/or the County Development Funds upon the expiration of the Option Term, this Agreement shall terminate and the Parties shall have no further obligation hereunder.

3. **Option Payment.** Bywater shall pay Owner a non-refundable (except as otherwise expressly provided herein) option payment in the amount of One Hundred and 00/100 Dollars (\$100.00) (the “**Option Payment**”) as consideration for the Option granted hereunder. The Option Payment shall be a credit against the payment of Rent (as set forth in the Ground Lease Agreement referenced in Section 8 herein) if the Option is exercised. If the Option is not exercised, then Owner shall retain the Option Payment.

4. **Exercise of Option.** Bywater shall give written notice to Owner of its exercise of the Option granted on or before the expiration of the Option Term. The Option exercise notice shall specify a date (the “**Exercise Date**”), which shall be the beginning date of the Lease as described below; provided, however, that the Exercise Date shall occur on or before the date of the Missouri Housing Development Commission’s closing of the Project.

5. **Joint Representation And Warranties.** In addition to any express agreements of the parties contained herein, the following constitute representations and warranties of the parties each to the other.

(a) **Authority.** Each party has the legal power, right and authority to enter into this

Agreement and the instruments referenced herein and to consummate this transaction.

(b) Actions. No further consent of any partner, shareholder, member, manager, creditor, investor, judicial or administrative body, governmental authority or other party is required.

(c) Valid and Binding. This Agreement and all other documents required to close this transaction are and will be valid, legally binding obligations of and enforceable against each party in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

6. Owner's Covenants. So long as this Agreement remains in full force and effect:

(a) Owner will not encumber the Property or any part thereof.

(b) Owner will not sell or otherwise transfer title to the Property or any part thereof to any third party; *provided, however*, Owner may transfer title to the Property to members of the Owner's family or to an entity controlled by the Owner or the Owner's family, subject to the terms of this Agreement.

(c) Owner will reject any prospective leases, purchase agreements or purchase offers for the Property or any part thereof presented by any third party.

(d) Owner represents and warrants that it has merchantable title to the Property and the authority to enter into this Agreement.

7. Due Diligence. During the Option Term, Bywater shall have unlimited access to the Property to conduct such due diligence as Bywater solely determines. Such due diligence shall include but not be limited to soil borings, geotechnical surveys and/or environmental tests, including, but not limited to, "Phase I" or "Phase II" environmental analyses, and other tests to determine whether the Property will be suitable for Bywater's potential business purposes. Owner shall cooperate with Bywater's due diligence. Bywater agrees to indemnify and hold harmless Owner against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from such surveys or tests; provided, however, that Owner shall not be indemnified for the negligence or willful misconduct of Owner, or its employees, agents, contractors or invitees. Within fifteen (15) days after the Effective Date of this Agreement, Owner shall provide to Bywater copies of existing title commitments, owners' policies, maps, surveys, soil borings, zoning information or other documents or records that may be useful in Prospective Tenant's determination of whether to develop the Property.

8. Lease. If Bywater, as Prospective Tenant, exercises the Lease Option, then the Parties shall enter into a ground lease (the "Lease") for the Property, in substantially the form as Exhibit B attached hereto and incorporated herein.

9. Purchase. If Bywater, as Purchaser, exercises the Purchase Option, then the Parties shall enter into a purchase contract (the "Contract") for the Property, in substantially the form as Exhibit C attached hereto and incorporated herein.

10. **Notices.** All notices or other communications required or permitted hereunder must be in writing, and must be personally delivered or sent by recognized overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the intended party at its address set forth below:

Bywater: Bywater Development Group LLC  
Attn: J. David Dodson, CEO  
1710 Fenpark Dr., Suite #4  
St. Louis, MO 63026  
(314) 808-2480

With a copy to: Spencer Fane LLP  
Attn: S. Shawn Whitney  
2144 E. Republic Rd., Ste. B300  
Springfield, MO 65804  
(417) 888-1000

Owner: Bi-State Development Agency d/b/a Metro  
Attn: \_\_\_\_\_  
211 N. Broadway, Suite 700  
St. Louis, MO 63102  
(314) 982-1400

All such notices shall be deemed received on the date delivered or upon refusal of delivery.

11. **Broker.** Owner represents and warrants to Bywater, and Bywater represents and warrants to Owner, that no broker or finder has been engaged by either of them, respectively, in connection with any of the transactions contemplated by this Agreement, or to their knowledge is in any way connected with any of such transactions. Bywater will indemnify, save harmless and defend Owner from any liability, cost, or expense arising out of or connected with any claim for any commission or compensation made by any other person or entity claiming to have been retained or contacted by Bywater in connection with this transaction. Owner will indemnify, save harmless and defend Bywater from any liability, cost, or expense arising out of or connected with any claim for any commission or compensation made by any person or entity claiming to have been retained or contacted by Owner in connection with this transaction.

12. **Costs.** Bywater shall pay any and all costs associated with subdividing the Property, to the extent the Property must be subdivided to carry out the terms of this Agreement, including, but not limited to, any surveying costs and any filing fees incurred by Owner.

13. **Miscellaneous:**

(a) **Partial Invalidity.** If any term or provision of this Agreement will be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby, and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

(b) **Waivers.** No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof, or of any other

covenant or provision contained herein. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act except those of the waiving party, which will be extended by a period of time equal to the period of the delay.

(c) Assignment: Bywater shall have no right to assign this Agreement without the prior written consent of the Owner, except Bywater shall have the right to assign the rights of Bywater under this Agreement to an entity that is an affiliate of Bywater.

(d) Successors and Assigns. This Agreement is binding upon and inures to the benefit of the permitted successors and assigns of the parties hereto.

(e) Attorneys' Fees. If either party breaches this Agreement, the breaching party shall pay any reasonable attorneys fees, court costs, and other expenses that the non-breaching party incurs due to such breach.

(f) Entire Agreement. This Agreement constitutes the entire contract between the parties hereto with respect to the subject matter hereof and may not be modified except by an instrument in writing signed by the party to be charged.

(g) Time of Essence. Owner and Bywater hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof.

(h) Governing Law. Owner and Bywater hereby acknowledge and agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the substantive laws of the State of Missouri.

(i) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but together they shall constitute one and the same agreement. This Agreement may be executed and delivered by facsimile or PDF.

(j) MHDC FIN-305 Seller Certification Form. Completed certification attached hereto required by the Missouri Housing Development Commission attached hereto as Exhibit D.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Option to Lease Agreement as of the date above.

**PROSPECTIVE TENANT/PURCHASER:**

BYWATER DEVELOPMENT GROUP LLC, a Missouri  
limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**OWNER:**

BI-STATE DEVELOPMENT AGENCY D/B/A  
METRO, a Missouri and Illinois interstate compact

By: \_\_\_\_\_

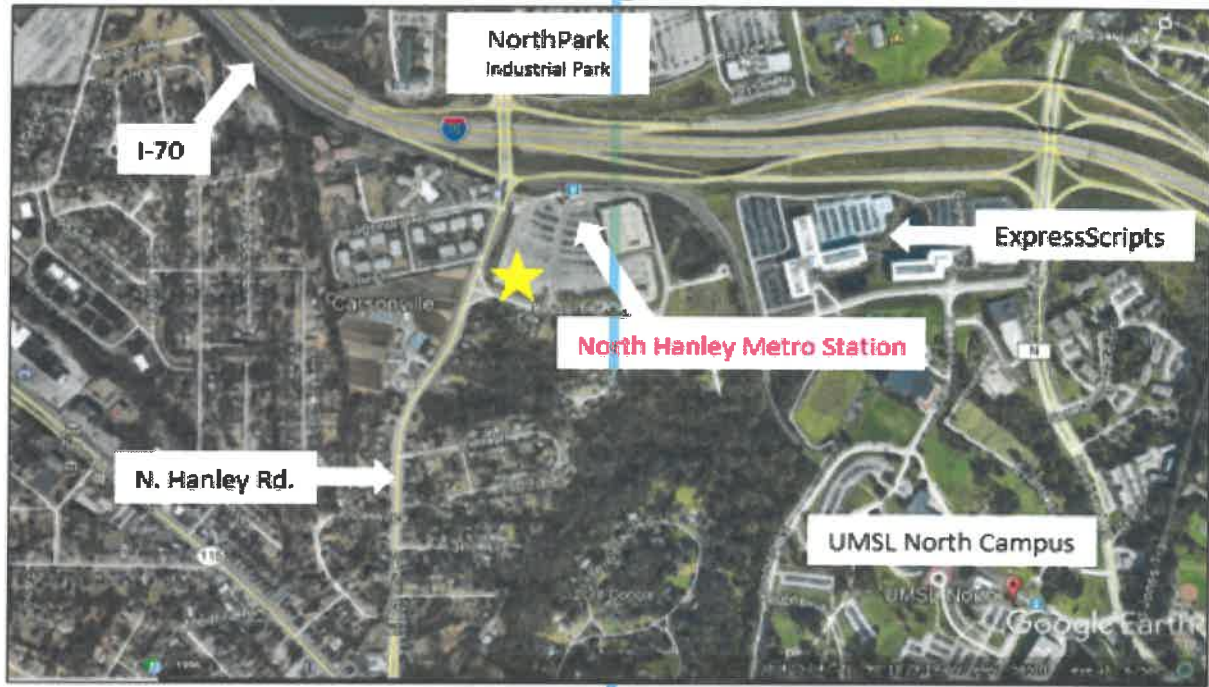
Name: \_\_\_\_\_

Title: \_\_\_\_\_



## EXHIBIT A

Property Depiction (Legal Description to be provided as Set Forth in the Agreement)



### A SITE AERIAL VIEW

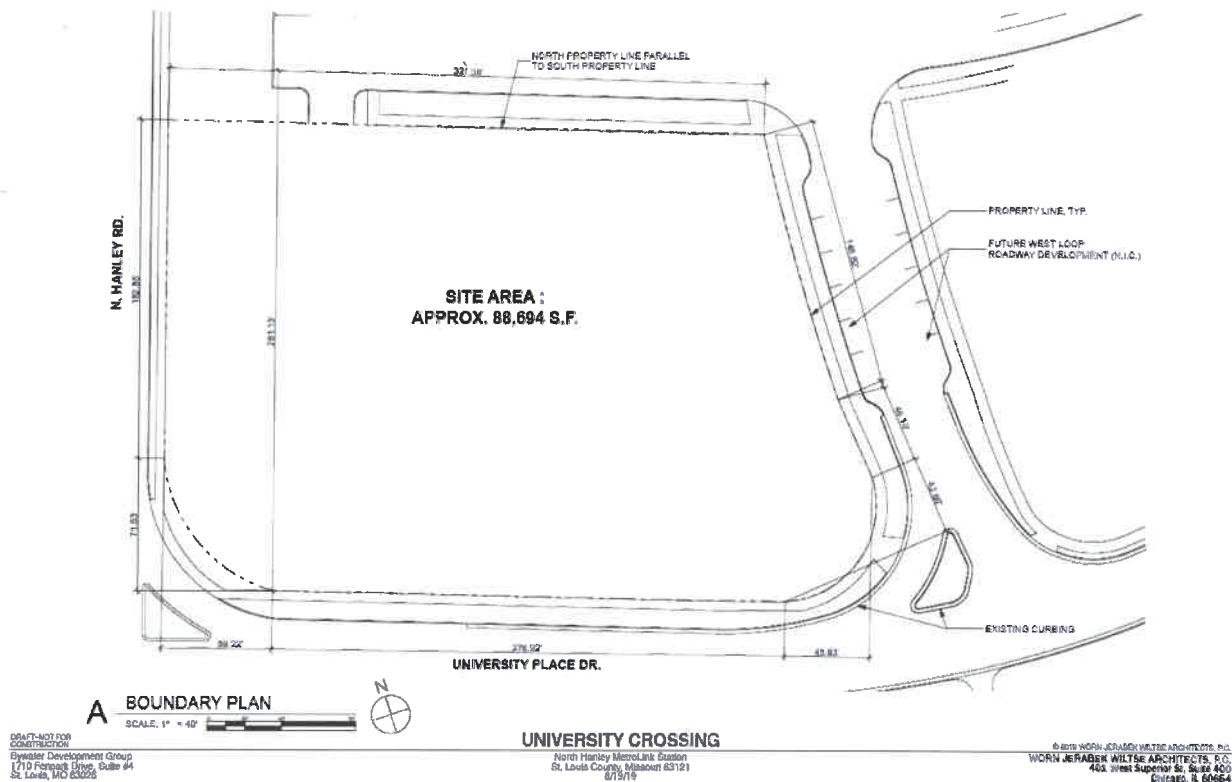
SCALE: 1" = 100'  
 DRAFT-NOT FOR CONSTRUCTION  
 Bywater Development Group  
 1710 Fenwick Circle, Suite #4  
 St. Louis, MO 63109



### UNIVERSITY CROSSING

North Hanley MetroLink Station  
 St. Louis County, Missouri 63121  
 8/16/18

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 401 West Superior St., Suite 400  
 Chicago, IL 60654



## EXHIBIT B

### GROUND LEASE AGREEMENT

This GROUND LEASE AGREEMENT (this "Lease") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between BI-STATE DEVELOPMENT AGENCY D/B/A METRO, a Missouri and Illinois interstate compact, its successors and/or assigns ("Lessor"), with an address of 211 N. Broadway, Suite 700, St. Louis, MO 63102 and BYWATER DEVELOPMENT GROUP LLC, a Missouri limited liability company, its successors and/or assigns ("Lessee"), with an address of 1710 Fenpark Dr., Suite #4, St. Louis, MO 63026. Lessor and Lessee may be referred to collectively as the "Parties" or individually as a "Party".

NOW, THEREFORE, in consideration of the rents to be paid and the mutual covenants and agreements contained herein, and intending to be legally bound hereby, Lessor and Lessee hereby agree with each other as follows:

(1) Premises. Subject to the terms and conditions of this Lease, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, approximately 88,694 sq. ft of certain real property located in unincorporated St. Louis County, Missouri, as more particularly described in Exhibit A attached hereto and incorporated herein (the "Premises").

(2) Term. On the condition precedent that Lessee has received a reservation of low income housing tax credits ("Tax Credits") from the Missouri Housing Development Commission ("MHDC")

and St. Louis County Development Financing (“County Development Funds”) from the St. Louis County Office of Community Development (“OCD”), the term of this Lease shall commence on \_\_\_\_\_, 20\_\_ (the “Commencement Date”), and continuing for a period of fifty (50) years from the Commencement Date (the “Expiration Date”), both dates inclusive, unless sooner terminated as hereinafter provided. If the Commencement Date has not occurred prior to June 30, 2020 (“Contingency Date”), due to failure of Lessee to obtain a reservation of Tax Credits from MHDC, County Development Funds from OCD, or otherwise, this Lease shall terminate and neither party shall have any further rights or obligations hereunder. The Commencement Date shall be memorialized by written notice from Lessee to Lessor setting forth the exact Commencement Date. The phrases “term of the Lease,” “term hereof,” or any similar phrase as used in this Lease, shall be deemed to include the time period beginning on the Commencement Date and ending on the Expiration Date.

(3) Lease Payment. Lessee shall pay to Lessor a one-time up-front Lease Payment equal to \$4.50 per square foot multiplied by the site square footage as determined by Lessee’s survey [currently estimated at 88,694 – app. 2.03 acres] yields an estimated Lease Payment of Three Hundred Ninety Nine Thousand One Hundred Twenty-Three and 00/100 Dollars (\$399,123.00). Lease Payment shall be payable at closing of the development financing for University Crossing.

Should this Lease terminate prior to the expiration of the Term due to any purchase agreement between the Lessor as Seller and the Lessee as purchaser, then Lessee shall be entitled to a credit towards the purchase price for the pro rata share of Lease Payment remaining as if the Lease Payment had been equally distributed over the original Term. If any Party shall breach the terms of the Lease causing a termination of the Lease, subject to any applicable notice and cure period, then the breaching party shall forfeit their right to the Lease Payment. For the Lessor, the forfeiture amount shall mean the pro rata share of Lease Payment remaining as if the Lease Payment had been equally distributed over the original Term. For the Lessee, the forfeiture amount shall mean the right to the return of any of the Lease Payment paid. Any amount of Lease Payment forfeited pursuant to this Lease shall become immediately due and payable but shall not prevent the Parties from pursuing any and all other remedies available under the terms of this Lease.

(4) Title Insurance, Zoning, and Other St. Louis County Processes. Within ten (10) days from the Effective Date, Lessee shall obtain a commitment to issue a leasehold owner’s policy of title insurance (the “Title Commitment”) naming Lessee as the insured in the approximate amount of the appraised value of the Premises as determined by an appraisal obtained by Lessee. The Lessee shall have twenty (20) days from the date upon which Lessee receives the Title Commitment to examine same and notify the Lessor in writing of any objections thereto (the “Review Period”). Any exceptions or encumbrances which are set forth in the Title Commitment and to which Lessee does not object within the Review Period shall be deemed to be permitted exceptions to Lessor’s title (“Permitted Exceptions”). With regard to items to which Lessee does object within the Review Period, Lessor may, at Lessor’s option, attempt to cure such objections prior to the Commencement Date of this Lease, or Lessor may elect not to cure such objections. If Lessor is unwilling or unable to cure Lessee’s objections prior to the Commencement Date, Lessee may terminate this Lease or waive its objections and proceed hereunder. The Lessee shall pay the cost for the issuance of the title commitment and title insurance premium.

Lessee shall use its best efforts to establish a plan for achieving satisfaction and conformity with any St. Louis County requirements that may be applicable to the Project relative to zoning changes or other St. Louis County processes and assess and obtain the support and approvability of that plan prior to the Contingency Date. If the Lessee determines that such plan is not likely to be approved, and that no other zoning-conforming approach would enable the Project to move forward is likely to be approved,

Lessee may in its sole and absolute discretion terminate this Lease.

In the event that any required zoning change, conditional or special use permit, variance, waiver, or any other municipal requirement or process is not completed or satisfied by the Contingency Date, or any extension thereto, the Lessor may in its sole and absolute discretion (i) terminate this Lease, or (ii) at the request of the Lessee, grant Lessee an extension of time to satisfy the zoning or other county process contingencies outstanding.

(5) Net Lease. It is the purpose and intent of the Lessor and Lessee that the rent provided above be net to Lessor, so that this Lease shall yield net to Lessor the rent described above, and that all costs, expenses, and obligations related to the Premises, which may arise or become due during the term of the Lease, shall be paid by the Lessee; *provided, however*, that nothing in this Lease shall be deemed to require the Lessee to pay or discharge any existing mortgage or any liens or mortgages of any character which may be later be placed on the Premises by the Lessor's affirmative acts. However, the Lessee shall pay and discharge any leasehold mortgage which may be placed on the Premises.

(6) Taxes.

(a) Lessee to Pay Taxes. Lessee agrees to pay all "Taxes" (as that term is hereinafter defined) assessed against the Premises, and all improvements located thereon, becoming due and payable during the term of this Lease and pro rata portion of the installment of Taxes becoming due and payable during the calendar years that this Lease commences and expires, said pro rata share to be determined as of the Commencement Date and Expiration Date of this Lease and in accordance with the customary method of prorating real estate taxes in unincorporated St. Louis County, Missouri. Lessee shall not be obligated to pay any installment of any special assessment which may be assessed or levied during the term of this Lease, but which does not fall due and does not require to be paid until after the expiration of this Lease, except for a pro rata share of the installment becoming payable next following the expiration of this Lease.

(b) Taxes Defined. As used herein, the term "Taxes" shall mean all taxes, assessments, and levies, whether general or special, ordinary or extraordinary, of every nature and kind whatsoever, including water and sewer charges, gas and electric rates, and all other utility charges which may be taxed, charged, assessed, levied, or imposed at any time or from time to time during the term of this Lease by any governmental authority upon or against (1) this Lease or the rental or other sums payable by Lessee hereunder, or (2) the Premises or the operation, possession or use thereof. The term "Taxes" shall not include (and Lessee shall not be required to pay) any franchise, estate, inheritance, transfer, income, or similar tax of Lessor, including, but not limited to, any income tax imposed with respect to Lessor's income from the Premises.

(c) Payment of Taxes. The Taxes above provided to be paid by Lessee shall be paid before any delinquency can occur therein or in any part or installment thereof, and proof of payment shall be delivered promptly to Lessor. In the event that Lessee fails to pay such Taxes, Lessor may, but shall not be required to, pay the same for the Lessee's account, and such payment shall constitute and be collectible as additional rent.

(d) Tax Notices. Lessor will promptly deliver to Lessee any and all tax notices or assessments which Lessor may receive relating to the Premises or the Project.

(e) Tax Contest. Lessee has the right, by appropriate proceedings to protest or contest any

assessment or reassessment for real estate and/or personal property taxes, or any special assessment, or the validity of either, or of any change in assessments or the tax rate, at Lessee's expense, and Lessor agrees to reasonably cooperate with Lessee in any such protest or contest. If Lessor is unwilling to pursue such protest or contest, then Lessee may do so in Lessor's name at Lessee's expense.

(7) Insurance.

(a) Insurance Coverages. At all times throughout the term of this Lease, Lessee shall, at its own cost and expense, provide the following insurance coverages:

(i) Fire and casualty coverage insurance on all improvements either now or hereafter located on the Premises, against loss or damage by fire or other risks or perils, including vandalism and malicious mischief, as may be included in the broadest form of extended coverage insurance from time to time available in amounts sufficient to prevent any party in interest from being or becoming a co-insurer on any part of the risk, and, in any event, an amount not less than one hundred percent (100%) of the replacement cost of said improvements.

(ii) Comprehensive commercial general liability insurance against claims for personal injury, death, or property damage occurring in connection with the use and occupancy of the Premises and improvements thereon, and adjoining streets and sidewalks, and providing coverage with maximum limits of liability of not less than Two Million Dollars (\$2,000,000.00) for bodily injury or death in any one occurrence, Two Million Dollars (\$2,000,000.00) in the aggregate per policy year, and Two Hundred Thousand Dollars (\$200,000.00) for property damage; provided, however, that such limits shall be reviewed on every fifth (5<sup>th</sup>) anniversary of the Commencement Date and shall be increased, if at all, in such amounts as are commercially reasonable for Colorado Springs, Colorado commercial real estate based on the risks associated with the Premises and the improvements and operations thereon.

Lessee shall furnish Lessor a certificate of insurance prior to the Commencement Date. Said policy shall name the Lessor, any person, firm, or corporation designated by the Lessor, and Lessee as insureds on the certificate or as evidenced by an additional insured endorsement.

(b) Policies. All policies required to be maintained by Lessee pursuant to this Section shall be affected under enforceable policies issued by insurers of recognized responsibility licensed to do business in the State of Colorado. All policies shall require that Lessor receive written notification of not less than thirty (30) days prior to any cancellation or modification of such insurance coverage and shall provide that Lessor's interest shall not be invalidated by any acts, omissions, or neglect of anyone other than Lessor. In the event that Lessee fails to timely pay any premiums with respect to said insurance, Lessor shall have the right, not the obligation, to pay such premiums and obtain said insurance, and any amounts paid by Lessor thereafter shall be deemed additional rent payable by Lessee upon demand by Lessor.

(8) Construction of Improvements; Alterations.

(a) Construction of Improvements. Lessee intends to construct a sixty (60) unit low-income housing project, 2,000-3,000 square feet of commercial space, and other infrastructure improvements on the Premises (the "Project" or "University Crossing"). Improvements constructed at any time on the Premises shall be constructed with good materials in a good and workmanlike manner and in accordance with all requirements imposed by law. Lessor agrees to promptly execute all applications, consents and other reasonable documents which may from time to time be required by Lessee to obtain any permits,



variances, or other governmental approvals in connection with the construction of the Project on the Premises by Lessee, including, without limitation, any applications for administrative subdivisions or in any way related to the replatting of the Premises.

(b) Lessee to Bear Cost of Improvements. If and when Lessee desires to construct the Project on the Premises, the Lessee covenants and agrees that any existing improvements therein should be demolished, and that any new building or buildings will be constructed and paid for, wholly at the expense of the Lessee. Lessor acknowledges that Lessee, at Lessee's sole cost and expense, may demolish and remove all existing improvements, including building foundations, signs and underground storage tanks, if any, located on the Premises. Lessee, at Lessee's sole cost and expense, shall grade the Premises as necessary for Lessee's intended use. Lessee shall relocate the utilities, as necessary and at Lessee's sole cost and expense. The Lessee shall not have the power to subject the interest of the Lessor in the Premises to any mechanics or materialman's lien or lien of any kind. The Lessee will not permit or suffer to be filed or claimed against the interest of the Lessor in the Premises during the continuance of this Lease, any lien or claim of any kind, and if such lien be claimed or filed, it shall be the duty of the Lessee, within thirty (30) days after the Lessor shall have been given written notice of such a claim having been filed, or within thirty (30) days after the Lessor shall have been given written notice of such claim and shall have transmitted written notice of the receipt of such claim unto the Lessee (whichever 30-day period expires earlier) to cause the Premises to be released from such claim, either by payment or by the posting of bond or by the payment to the applicable court of the amount necessary to relieve and release the Premises from such claim, or in any other manner, which, as a matter of law, will result, within a period of thirty (30) days, in releasing the Lessor and the title of the Lessor from such claim; and the Lessee covenants and agrees, within such period of thirty (30) days, to cause the Premises and the Lessor's interest therein to be released from the legal effect of such claim. The thirty (30) day requirement shall be deemed to have been complied with if Lessee, within said thirty (30) days, notifies Lessor of its intent to litigate the claim in a court of competent jurisdiction.

(c) Alterations. At any time and from time to time during the term of this Lease, Lessee, at its sole expense, may make interior, exterior, and structural alterations and additions to any portion of the Project erected on the Premises by the Lessee, *provided that* such additions and alterations shall be constructed expeditiously with good materials in a good and workmanlike manner and in accordance with all requirements imposed by law. All such alterations and additions made in accordance with this paragraph shall become part of the improvements located on the Premises and shall be and remain the property of Lessee during the term of this Lease.

(d) Parcel Development Agreement. The Parties shall develop and enter into a responsive agreement (the "Parcel Development Agreement") for University Crossing that shall set forth all the necessary elements for the Parties to achieve their required real estate and development goals for the Project. The Parcel Development Agreement shall include, but is not limited to: (i) Identification of the site to be conveyed; (ii) Designation of Lessee (or an affiliated single purpose entity) as the Project developer; (iii) Term of Agreement/Commencement and Termination provisions; (iv) Terms and Conditions of the use of the site; (v) Parking; (vi) Access/Easements/Cross-Easements; (vii) Infrastructure Improvement Plan; (viii) Covenants/Conditions; (ix) Lessor plan review and approvals; and (x) Insurance. The Parcel Development Agreement will require Lessor and Lessee to agree on a parking plan for the Project that minimizes, to the greatest extent possible, ongoing cost for parking for the Project. Failure to enter into a Parcel Development Agreement by the Contingency Date, subject to any extensions agreed to in writing by the Parties, shall result in the termination of this Lease.

(e) Site Infrastructure Improvements. The Project site shall be subject to the development of

a satisfactory financing plan for site infrastructure improvements. This shall include but not be limited to the following:

(i) A street plan developed in accordance with the design principles set forth in St. Louis County Planning's TOD Overlay Zoning standards. Including the conversion of the drive lane (currently known as "West Loop Road") to a development entrance boulevard with new curb and gutter systems, accessible pedestrian walks, bicycle routes, street trees, street and pedestrian lighting, potential landscaped median, and signage indicating the redevelopment of the Project site. The initial street development should extend from the University Place entrance to the Project site to a point that extends beyond the northernmost boundary of the proposed first phase site, with future street extensions to follow as new development phases occur. The amount invested in such physical improvements to the area surrounding the Site to be made by the Lessor in an amount equal to or greater than the amount of the Lease Payment for the Lease as specified above;;

The Parties must be satisfied, prior to the Contingency Date, subject to any extensions agreed to in writing by the Parties, that Site Infrastructure Improvements as designed will support the Project and any future phases and if such designs lack any required approval that the designs, subject to reasonable modifications, will be approved by any required governmental entity, or the Lease may be terminated by either Party.

(9) Maintenance and Repair. Lessee, at its sole expense, shall keep and maintain the Premises and the Project, or any other improvements, located thereon in good repair and condition and shall make all repairs, replacements and renewals, whether structural or non-structural, foreseen or unforeseen, ordinary or extraordinary, necessary to put or maintain the Premises, and all improvements thereof, in such a state of repair and condition. Lessee shall also be responsible for all cleaning, landscaping, mowing, snow removal, and garbage and refuse removal expenses. All repairs required by this Section shall be made promptly, as and when necessary, and shall be in quality and class at least equal to the original work. In addition, Lessee shall keep the Premises, and the Project, in a safe and sanitary condition as required by all applicable governmental laws, codes, and regulations. Lessor shall not be required to maintain all or any part of the Premises or the Project.

(10) Utilities. Lessee, at its sole cost and expense, shall obtain and promptly pay for all utilities services required for the operation of or furnished to or consumed on the Premises, including, without limitation, electricity, gas, water, sewer, heat, telephone, garbage collection, all meters with respect thereto, and all charges for any of the foregoing.

(11) Use of Premises. The Premises shall not be used or occupied for any purpose other than that of the Project and any purpose associated therewith, without the written consent of Lessor, which shall not be unreasonably withheld, conditioned, or delayed. The Premises shall not be used by Lessee in any manner or for any purpose prohibited by law or ordinance or by the terms hereof. Lessee shall comply with (a) all laws, orders, and regulations of the federal, state, and municipal authorities, and (b) the provisions of any insurance policies required to be maintained by Lessee with respect to the Premises. If any addition, change, repair, or other work of any nature, structural or otherwise, shall be required or ordered or become necessary at any time during the term of this Lease, with respect to the Project, because of any of the foregoing requirements, the entire expense thereof, irrespective of when the same shall be incurred or become due, shall be solely the liability of Lessee, and Lessor shall not be called upon to contribute thereto.

(12) Condemnation. If, at any time during the term of this Lease, the Premises or the Project,

or any portion thereof, is taken or appropriated or condemned by reason of eminent domain, or sold to a condemning authority under threat of the exercise of such power, there shall be a division of the proceeds and awards in such condemnation proceedings as shall be just and equitable under the circumstances. Although the title to the Project and any other improvements placed by Lessee upon the Premises will pass to the Lessor upon the termination of this Lease, nevertheless, for purposes of condemnation, the fact that the Lessee placed such improvements on the Premises shall be taken into account, and the deprivation of the Lessee's use of such improvements shall, together with the term of the remaining Lease, be an item of damage in determining the portion of the condemnation award to which the Lessee is entitled. In general, it is the intent of this paragraph that, upon condemnation after the reconstruction of the improvements, the parties hereto shall share in the award to the extent that their interests, respectively, are depreciated, damaged, or destroyed by the exercise of the right to eminent domain, or the sale of the Premises, or a part thereof, under threat of the exercise of such power. In this connection, if the condemnation is total, the parties agree that the condemnation award shall be allocated so that the then value of the Premises shall be allocated to the Lessor, and the then value of the improvements thereon shall be allocated to Lessee. If a portion of the Premises shall be taken by condemnation, or is sold to a condemning authority under threat of the exercise of such power, this Lease shall continue and there shall be no abatement of the rents due hereunder.

(13) Indemnification. Each Party shall hold harmless, and indemnify the other Party and its directors, officers, agents and employees against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or expense, but not including attorneys' fees unless awarded by a court of competent jurisdiction, for injury or death to person, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with intentional, willful, wanton, reckless or negligent conduct. Notwithstanding the foregoing, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.

(14) Casualty. If the Project constructed on the Premises by the Lessee shall be damaged or rendered wholly or partially untenable by fire or other casualty during the term of this Lease, no rent shall abate during such period, whether such improvements are tenable or not.

(15) Surrender of Premises. At the expiration or earlier termination of the term of this Lease, Lessee shall surrender the Premises to Lessor in good order and repair and unless otherwise agreed to by Lessor in writing in its sole discretion, any improvements then located on the Premises shall become the sole property of Lessor without any compensation whatsoever to Lessee. By the expiration or earlier termination of this Lease, Lessee may remove any of Lessee's trade fixtures, furniture, furnishings and other unattached personal property from the Premises, and Lessee shall repair the damage which may result to the Premises, the Project, or any improvements located thereon, from such removal. In the event Lessee fails to so remove such items, such items shall be deemed abandoned and shall be the property of Lessor. On or before the expiration or termination of this Lease, Lessee shall cause any mortgages, liens or encumbrances (including any Leasehold Mortgage) created by, through, or under Lessee to be fully discharged and released.

(16) Default by Lessee. Except as otherwise provided in this Lease, Lessee shall be in default under this Lease if any of Lessee's representations contained herein are untrue or incorrect in any material adverse respect or if Lessee fails to perform any of its obligations hereunder, and said failure continues for a period of thirty (30) days after written notice thereof from Lessor to Lessee; provided that if such failure cannot reasonably be cured within said thirty (30) day period, Lessee shall be in default hereunder only if Lessee fails to commence the cure of said failure within said thirty (30) day



period and fails to cure such failure within a commercially reasonable period of time thereafter.

(17) Lessor Remedies. Upon any default by Lessee specified in this Lease, Lessor, at Lessor's option, may exercise one (1) or more of the following remedies, in addition to any and all other rights and remedies provided at law or in equity:

- (a) Lessor may terminate this Lease and all of Lessor's obligations hereunder;
- (b) Lessor may cure any default of Lessee, at Lessee's sole cost and expense, and demand hereunder from Lessee the reasonable costs and expenses (including, but not limited to, disbursements) incurred by Lessor in effecting such cure or, together with interest at 4% per annum from the date of advancement by Lessor.
- (c) Lessor may maintain any and all actions at law or suits in equity or other proper proceedings (including the right to injunctive relief) to enforce the curing or remedying of such default or for damages resulting from such default.

No right or remedy herein conferred upon or reserved to Lessor is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute. In addition to any other remedies provided in this Lease, Lessor shall be entitled, to the extent permitted by applicable law, to injunctive relief in case of the violation, or attempted or threatened violation, of any of the covenants, agreements, conditions or provisions of this Lease, or to a decree compelling performance of any of the covenants, agreements, conditions or provisions of this Lease, or to any other remedy allowed to Lessor at law or in equity.

(18) Default by Lessor. Except as otherwise provided in this Lease, Lessor shall be in default under this Lease if any of Lessor's representations contained herein are untrue or incorrect in any material adverse respect or if Lessor fails to perform any of its obligations hereunder, and said failure continues for a period of thirty (30) days after written notice thereof from Lessee to Lessor; provided that if such failure cannot reasonably be cured within said thirty (30) day period, Lessor shall be in default hereunder only if Lessor fails to commence the cure of said failure within said thirty (30) day period and fails to cure such failure within a commercially reasonable period of time thereafter.

(19) Lessee Remedies. Upon any default by Lessor specified in this Lease, Lessee, at Lessee's option, may exercise one (1) or more of the following remedies, in addition to any and all other rights and remedies provided at law or in equity:

- (a) Lessee may terminate this Lease and all of Lessee's obligations hereunder;
- (b) Lessee may cure any default of Lessor, at Lessor's sole cost and expense, and demand hereunder that Lessor pay the reasonable costs and expenses (including, but not limited to, disbursements) incurred by Lessee in effecting such cure or, together with interest at 4% per annum from the date of advancement by Lessee; and
- (c) Lessee may maintain any and all actions at law or suits in equity or other proper proceedings (including the right to injunctive relief) to enforce the curing or remedying of such default or for damages resulting from such default.

No right or remedy herein conferred upon or reserved to Lessee is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute. In addition to any other remedies provided in this Lease, Lessee shall be entitled, to the extent permitted by applicable law, to injunctive relief in case of the violation, or attempted or threatened violation, of any of the covenants, agreements, conditions or provisions of this Lease, or to a decree compelling performance of any of the covenants, agreements, conditions or provisions of this Lease, or to any other remedy allowed to Lessee at law or in equity.

(20) Covenant of Quiet Enjoyment. Upon payment by the Lessee of the rent herein provided, and upon the observance and performance of all covenants, terms and conditions on Lessee's part to be observed and performed by Lessee, Lessee shall peaceably and quietly hold and enjoy the Premises for the term hereby demised without hindrance or interruption by Lessor or any other person or persons lawfully or equitably claiming by, though, or under the Lessor, *subject, however,* to the terms and conditions of this Lease.

(21) Lessee's Financing.

(a) Lessee shall have the right during the term of this Lease to subject its interest in the Premises to one or more mortgages, deeds of trust, assignments of lease, security agreements or other methods of financing or refinancing (hereinafter referred to as "Leasehold Mortgage," and any holder of which is hereinafter referred to as "Leasehold Mortgagee"), or to any one or more extensions, modifications or renewals or replacements thereof. Lessee shall immediately notify Lessor in writing of the name and address of any Leasehold Mortgagee. Lessor agrees to execute any form of non-disturbance agreement or any other instrument similar thereto reasonably requested by such Leasehold Mortgagee to evidence Lessor's consent hereunder.

(b) If Lessee shall be in default in the observance or performance of any covenant in this Lease, Lessor shall send a copy of the written notice of such default to the Leasehold Mortgagee at its address as provided to Lessor by Lessee. The Leasehold Mortgagee shall have thirty (30) days after delivery of such written notice from Lessor within which to cure or remove such default, and if such default cannot with diligence be cured within such period, a reasonable time thereafter, *provided that* the Leasehold Mortgagee promptly commences to cure the same and thereafter pursues the curing of such default with diligence. Notwithstanding any other provision of this Lease, Lessor shall not have any right pursuant to this Lease or otherwise to terminate this Lease due to such default unless Lessor shall have first given a copy of the written notice thereof to the Leasehold Mortgagee and unless the Leasehold Mortgagee shall have failed to cure or remove, or cause to be cured or removed, such default within the time required by this paragraph. Lessor shall accept performance by the Leasehold Mortgagee of any covenant, agreement, or obligation of Lessee contained in this Lease, with the same effect as though performed by Lessee.

(c) If this Lease is terminated for any reason, the Lessor will enter into a new lease ("New Lease") of the Premises with the Leasehold Mortgagee, or any party designated by the Leasehold Mortgagee, within thirty (30) days after the request of the Leasehold Mortgagee referred to below, for the remainder of this term of this Lease, effective as of the date of such termination, rejection, or disaffirmance, upon the same terms and conditions as set forth herein, *provided that* the Leasehold Mortgagee makes a written request to the Lessor for such new lease within thirty days (30) days after the effective date of such termination, rejection, or disaffirmance, as the case may be, and such written request is accompanied by a copy of such new lease, duly executed and acknowledged by the Leasehold

Mortgagee or the party designated by the Leasehold Mortgagee to be the lessee thereunder, and the Leasehold Mortgagee cures all defaults under this Lease which can be cured by the payment of money and pays to Lessor all rent hereunder which would at the time of such execution and delivery be due and payable by Lessee under this Lease but for such rejection, disaffirmance, or termination. If the Leasehold Mortgagee, or the party so designated by the Leasehold Mortgagee, shall have entered into a new lease with Lessor pursuant to this paragraph, then any default under this Lease which cannot be cured by the payment of money shall be deemed cured. Any new lease made pursuant to this paragraph shall have the same priority with respect to other interests in the Premises as this Lease. The Leasehold Mortgagee's rights under this paragraph are in addition to the Leasehold Mortgagee's right to cure under Paragraph (b) of this Section. Upon entering into such New Lease, the Leasehold Mortgagee shall have the right to assign its interest in such New Lease without the consent of Lessor. The provisions of this paragraph shall survive the termination, rejection, or disaffirmance of this Lease and shall continue in full effect thereafter to the same extent as if this paragraph were a separate and independent contract made by Lessor, Lessee and Leasehold Mortgagee. From the effective date of such termination, rejection, or disaffirmance of this Lease to the date of execution and delivery of such new lease or the expiration of the period during which Leasehold Mortgagee may make a request, the Leasehold Mortgagee may, upon payment of the rent called for herein, use and enjoy the leasehold estate created by this Lease without hindrance by Lessor.

(d) If the Lessor shall elect to terminate this Lease pursuant to the provisions hereof, and if the Leasehold Mortgagee desires to obtain a new lease pursuant to Paragraph (c) of this Section but has not yet acquired Lessee's leasehold interest in this Lease, then the Leasehold Mortgagee shall have the right to postpone and extend the specified date for the termination of this Lease for a period reasonably sufficient to enable the Leasehold Mortgagee or its designee to acquire Lessee's interest in this Lease by foreclosure of its Leasehold Mortgage or otherwise as long as the Leasehold Mortgagee pays the Lessor the rent reserved hereunder during such postponement or extension. The Leasehold Mortgagee shall exercise its right to extend the termination date by providing Lessor a notice thereof prior to the termination date so specified by Lessor and tendering to Lessor any rent then in default.

(e) If any Leasehold Mortgage is in effect, Lessor will not accept a voluntary surrender of this Lease by the Lessee, and this Lease shall not be modified without the prior written consent of the Leasehold Mortgagee.

(f) The provisions of this Section shall survive the termination of this Lease and shall continue in full force and effect thereafter to the same extent as if this Section were a separate and independent contract by and among Lessor, Lessee, and Mortgagee. From the date on which any Mortgagee serves upon Lessor the aforesaid Notice of the exercise of Mortgagee's right to a New Lease, Mortgagee may use and enjoy the Premises without hindrance by Lessor, provided that the Mortgagee, as tenant under the New Lease, is not in default thereunder.

No Leasehold Mortgagee shall become personally liable for the performance or observance of any covenants or conditions to be performed or observed by Lessee hereunder unless and until the Leasehold Mortgagee becomes the owner of Lessee's interest hereunder upon the exercise of any remedy provided for in any Leasehold Mortgage.

(22) Lessor's Representations. The Lessor hereby represents, warrants, and covenants the following as of the date of the execution of this Lease:

(a) There are no adverse or other parties in possession of the Premises or any part thereof. No party has been granted any license, lease or other right relating to the use or possession of the Premises, or any part thereof, other than Permitted Exceptions set forth in the Title Commitment.

(b) Lessor is duly organized, validly existing and in good standing under the laws of the state of its origin. Lessor has full right, title, authority and capacity to execute and perform this Lease and to consummate all of the transactions contemplated herein, and the individual who executes and delivers this Lease is and shall be duly authorized to do so.

(23) Non-Encumbrance. Lessor shall not encumber its fee simple interest in the Premises without Lessee's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. If Lessee gives such consent, Lessor shall obtain from any holder of a deed of trust or other encumbrance (other than the lien of real estate taxes or lien for subdivision assessments or similar fees), a non-disturbance agreement whereby such holder shall agree not to disturb Lessee's rights hereunder and Lessee shall enter into any such agreement providing for its subordination to and attornment to said holder.

(24) Environmental Matters. Lessee shall not use or permit the use of all or any part of the Premises including the Project hereafter constructed thereon as (which shall for purposes of this Section be included within the term "Premises") to refine, produce, store, handle, transfer, process or transport Hazardous Material. Lessee shall not permit or suffer any other party to use all or any part of the Premises in violation of any Environmental Laws.

As used herein, the term "Hazardous Material" means any radioactive, hazardous, or toxic substance, material, waste, chemical, or similar item, the presence of which on the Premises, or the discharge, emission, release, or threat of release of which on or from the Premises, is prohibited or otherwise regulated by any laws, ordinances, statutes, codes, rules, regulations, orders, and decrees of the United States, the State of Colorado, and all local or governmental or regulatory authorities exercising jurisdiction over Lessee or the Premises, or which require special handling in collection, storage, treatment, or disposal by any such laws or requirements. The term Hazardous Material includes, but is not limited to, any material, substance, waste or similar item which is now or hereafter defined as a hazardous material or substance under any of the Environmental Laws. The term "Environmental Laws" means any and all applicable laws, ordinances, statutes, codes, rules, regulations and requirements of the United States, the State of Colorado, and all local authorities exercising jurisdiction over the Lessee or the Premises, including without limitation all rules or regulations adopted by any administrative agency, including the Environmental Protection Agency, the Occupational Safety and Health Administration, and any similar state or local agency having jurisdiction over the Premises, whether or not such rules and regulations have the force of law.

(25) Memorandum of Lease. The parties shall execute a memorandum of lease for purpose of recording the same in the office of the Recorder of Deeds of St. Louis County, Missouri, in the form as attached hereto as Exhibit B. Lessee shall be responsible for the recording fee for recording such Memorandum.

(26) Broker. The parties mutually represent and warrant that no brokers were involved in this transaction. Each party indemnifies and agrees to defend and hold harmless the other party for any claim for broker fees arising from the actions of that party.

(27) Binding Effect and Benefits. Subject to the conditions on assignment in this Lease, this

Lease shall be binding upon, shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective heirs, successors and assigns.

(28) Amendment. This Lease may not be altered, amended, or modified except pursuant to a written agreement signed by both parties hereto.

(29) Notices. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be deemed delivered on the earlier of (1) posting of registered or certified mail and addressed to the addressee at its address set forth above or at such other address as such party may have specified theretofore by notice delivered in accordance with this Section, (2) actual receipt by the addressee or (3) sending of electronic message or facsimile transmission.

(30) Waiver. Either party hereto may waive any requirement, covenant, condition or obligation to be performed by the other party, provided that such waiver shall be in writing and executed by the party waiving the requirement, covenant, condition or obligation and shall be specifically designated as a waiver hereunder with reference to the applicable Section and Paragraph of this Lease. Except as hereinabove provided, a waiver by a party of any breach of any term, covenant or condition contained herein to be performed by a party, or the delay, forbearance, indulgence or failure of a party in exercising any right hereunder on account of such breach, or the partial exercise of such right, shall not be deemed a waiver of any subsequent breach of the same term or any other term, covenant or condition hereof.

(31) Construction of Agreement. If a court of competent jurisdiction determines it necessary to construe this Lease, or any provision herein, to aid in the determination as to the obligation of the parties hereto, this Lease shall not be construed more strictly against one party than against the other party by virtue of the fact that it may have been prepared by one or more parties or its attorneys, it being recognized that both parties have contributed substantially and materially to the preparation of this Lease.

(32) Attorney Fees. If legal action or other proceedings are brought for the enforcement of this Lease because of an alleged breach, default or misrepresentation in connection with the provisions hereof, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs incurred in such action or proceeding from the unsuccessful party in addition to any other remedy to which it may be entitled, and the unsuccessful party covenants and agrees to pay to the prevailing party the same.

(33) Governing Law. This Lease shall be construed and interpreted in accordance, and governed by, the laws of the State of Missouri.

(34) Counterparts. This Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Lease may be executed by facsimile or electronic (PDF) transmission.

(35) Assignment. Lessee shall not assign this Lease or any interest therein, without the prior written consent of Lessor, which shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, without obtaining Lessor's consent, Lessee may assign the Premises to any current or future parent or affiliate company of Lessee or any current or future company that Lessee owns or manages a controlling interest, provided that Lessee notifies Lessor within sixty (60) days following such assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

**LESSOR:**

BI-STATE DEVELOPMENT AGENCY d/b/a METRO, a  
Missouri and Illinois interstate compact

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LESSEE:**

BYWATER DEVELOPMENT GROUP LLC,  
a Missouri limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**Exhibit A**

**LEGAL DESCRIPTION**

[Legal Description to be determined by Survey]

**EXHIBIT B**

**FORM OF MEMORANDUM OF GROUND LEASE AGREEMENT**

**MEMORANDUM OF GROUND LEASE AGREEMENT**

MEMORANDUM OF GROUND LEASE AGREEMENT ("Memorandum"), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between BYWATER DEVELOPMENT GROUP LLC, a Missouri limited liability company ("Lessee"), with an address of 1710 Fenpark Dr., Suite #4, St. Louis, MO 63026, and BI-STATE DEVELOPMENT AGENCY, a Missouri and Illinois interstate compact ("Lessor"), with an address of 211 N. Broadway, Suite 700, St. Louis, MO 63102

1. Effective of even date herewith, Lessor and Lessee have executed and delivered that certain Ground Lease Agreement (the "Lease"), wherein Lessor has leased to Lessee, and Lessee has taken from Lessor, subject to the terms, covenants, and conditions therein contained, a certain parcel of real property (the "Premises") situated in unincorporated St. Louis County, Missouri, as more particularly described on Exhibit A, attached hereto and incorporated herein.

2. Pursuant to the terms and conditions of the Lease, the Lessee has entered into possession of the Premises. The term of the Lease (the "Lease Term") commences \_\_\_\_\_, 201\_\_ and continues until \_\_\_\_\_, 21\_\_.

3. The purpose of this Memorandum is to give notice to all persons that Lessee has an interest in the Premises, and is in possession of the Premises. This Memorandum shall be recorded in the Office of the Recorder of Deeds for St. Louis County, Missouri, in lieu of recordation of the Lease.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the day and year first above written.

**LESSOR:**

**BI-STATE DEVELOPMENT AGENCY, a Missouri and Illinois  
interstate compact**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Now on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me a Notary Public in and for the State of \_\_\_\_\_, County of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be the person who executed the foregoing instrument, and acknowledged to me that she executed the same for the purposes therein stated.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

Notary Public

[SIGNATURE PAGE OF LESSOR]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the day and year first above written.

**LESSEE:**

BYWATER DEVELOPMENT GROUP LLC, a Missouri  
limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) SS.

Now on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me a Notary Public in and for the State of \_\_\_\_\_, County of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be the person who executed the foregoing instrument, and acknowledged to me that she executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

[SIGNATURE PAGE OF LESSEE]

**Exhibit A**

**LEGAL DESCRIPTION**

[Legal Description to be determined by Survey]

## EXHIBIT C

### CONTRACT FOR SALE OF REAL ESTATE

**THIS CONTRACT FOR SALE OF REAL ESTATE** (this “*Contract*”), entered into between BI-STATE DEVELOPMENT AGENCY D/B/A METRO, a Missouri and Illinois interstate compact as “*Seller*” and BYWATER DEVELOPMENT GROUP, LLC., a Missouri limited liability company or its assigns as “*Purchaser*”, as of the date the above Option is exercised by the Purchaser, in accordance with the terms and conditions of the Dual Option Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, it is mutually covenanted and agreed as follows:

1. **Property.** The Seller hereby sells and agrees to convey to the Purchaser and the Purchaser hereby purchases from the Seller:

Approximately 88.694 sq. ft. of certain real property, from a parcel of land owned by the Seller which totals approximately 2.03 acres, located at the southwest corner of the current parking facilities associated with the North Hanley Metrolink Station in unincorporated St. Louis County, Missouri (the “Property”), the legal description of the Property shall be determined by a survey to be completed at a later date.

2. **Purchase Price.** Seller agrees to sell and Purchaser agrees to buy the Property for the total consideration of an amount of \$4.50 per square foot for the Site with an approximate size of 88,694 square feet equaling **Three Hundred Ninety Nine Thousand and One Hundred Twenty-Three and 00/100 Dollars (\$399,123.00)** (the “*Purchase Price*”). The balance of the Purchase Price after giving credit for the Option Deposit shall be paid at closing.

3. **Taxes.** Real estate taxes assessed by the unincorporated St. Louis County, Missouri or other applicable taxing jurisdiction for the year of closing shall be prorated as of the date of closing for the year, and taxes for each subsequent year thereafter shall be paid by the Purchaser. Seller's part of taxes are to be figured and prorated and deducted from the Purchase Price.

4. **Title.** Title merchantable in fact shall be conveyed by General Warranty Deed free and clear of all encumbrances except as herein provided. Should Seller be unable to convey good title acceptable to Purchaser's Attorney and Title Company, Seller shall refund all sums advanced by Purchaser to Purchaser and neither party shall have any further rights under this Contract.

5. **Title Insurance.** At least thirty (30) days prior to closing, Seller shall deliver or cause to be delivered to Purchaser, a Title Commitment for an ALTA (Form B) Policy of Title Insurance in an amount equal to the Purchase Price. Said Commitment shall obligate the Title Insurance Company to insure the Title to the Property in the name of Purchaser or its assigns, subject only to customary standard exceptions in said policy form.

6. **Seller's Warranties.** Seller represents and warrants that to the best of Sellers' knowledge (i) the premises and improvements thereon are not currently and have never been subject to hazardous or toxic substances or wastes or their effects and (ii) there are no claims, litigation, administrative or other

proceedings, whether actual or threatened, or judgments or orders, relating to any hazardous or toxic substances or wastes, discharges, emissions or other forms of pollution relating in any way to the Property or the improvements thereto.

7. **Closing and Costs.** The closing date of this Contract shall occur within one hundred twenty days (120) days from exercise of the Option (the “***Closing Date***”). Possession shall be granted to Purchaser on the Closing Date. Purchaser agrees to pay all closing costs including document preparation, survey costs, title insurance, and recording fees, and any costs associated with Purchaser’s financing of the property, which shall also be the responsibility of Purchaser.

8. **Conditions.** The following conditions shall apply to Purchaser's and Seller's rights and interests under this Contract:

a. **Allocation of Housing Tax Credits.** This Contract is conditioned upon Purchaser receiving an allocation of housing tax credits from the Missouri Housing Development Commission (“***MHDC***”) sufficient to complete the project as submitted to MHDC. The only allowed residential use on the Property shall be for low-income housing as further defined in Purchaser’s application for Low Income Housing Tax Credits to MHDC (the “***Residential Restriction***”). The Residential Restriction shall be evidenced by a deed restriction recorded as an encumbrance to the title to the Property.

b. **Environmental Inspection/Reporting.** Purchaser shall, at its sole cost and expense, inspect and examine the Property along with a qualified Environmental Engineer and/or Environmental Abatement Contractor to determine environmental conditions present on or otherwise affecting the Property. Additionally, Purchaser may, at its sole cost and expense, cause a Phase I Environmental Assessment to be performed relative to the Property; Should the Property fail this inspection, then Purchaser shall have no obligation to close under this Agreement and Seller shall refund all sums advanced by Purchaser to Purchaser and neither party shall have any further rights under this Contract.

c. **Zoning and Utilities.** The parties acknowledge that the Property is currently zoned [ ]. This Contract is expressly conditioned upon the Property being properly zoned for, and having water and sewer services and public utility service for electric with sufficient capacity for Purchaser’s Project (including 60 +- residential units) to be developed on the site. If the Purchaser fails to obtain proper documentation from an appropriate governmental authority, satisfactory to Purchaser in Purchaser’s sole discretion, on or before [ ], evidencing that the Property is properly zoned to allow the construction and development of approximately sixty (60) residential units on the Property, Purchaser may elect to terminate this Contract, and the Option Deposit shall be immediately returned to Purchaser, and Purchaser shall have no further obligation to close under this Contract.

d. **Financing.** This Agreement is conditioned upon Purchaser securing construction financing and a commitment for end-loan financing within thirty (30) days after exercising Purchaser's option hereunder.

e. **Parcel Development Agreement.** The Parties shall develop and enter into a responsive agreement (the “Parcel Development Agreement”) for University Crossing that shall set forth all the necessary elements for the Parties to achieve their required real estate and development goals for



the Project. The Parcel Development Agreement shall include, but is not limited to: (i) Identification of the site to be conveyed; (ii) Designation of Lessee (or an affiliated single purpose entity) as the Project developer; (iii) Term of Agreement/Commencement and Termination provisions; (iv) Terms and Conditions of the use of the site; (v) Parking; (vi) Access/Easements/Cross-Easements; (vii) Infrastructure Improvement Plan; (viii) Covenants/Conditions; (ix) Lessor plan review and approvals; and (x) Insurance. The Parcel Development Agreement will require Lessor and Lessee to agree on a parking plan for the Project that minimizes, to the greatest extent possible, ongoing cost for parking for the Project. Failure to enter into a Parcel Development Agreement by the Contingency Date, subject to any extensions agreed to in writing by the Parties, shall result in the termination of this Lease.

- (1) **Site Infrastructure Improvements.** The Project site shall be subject to the development of a satisfactory financing plan for site infrastructure improvements. This shall include but not be limited to the following:

- (a) A street plan developed in accordance with the design principles set forth in St. Louis County Planning's TOD Overlay Zoning standards. Including the conversion of the drive lane (currently known as "West Loop Road") to a development entrance boulevard with new curb and gutter systems, accessible pedestrian walks, bicycle routes, street trees, street and pedestrian lighting, potential landscaped median, and signage indicating the redevelopment of the Project site. The initial street development should extend from the University Place entrance to the Project site to a point that extends beyond the northernmost boundary of the proposed first phase site, with future street extensions to follow as new development phases occur. The amount invested in such physical improvements to the area surrounding the Site to be made by the Seller in an amount equal to or greater than the amount of the Purchase Price for the Lease as specified above;

**In the event that the conditions listed in items a. through e. above are not met to Purchaser's sole satisfaction, then Purchaser shall have no further obligation to close under this Contract and the Escrow Agent shall refund the Option Deposit advanced by Purchaser to Purchaser and neither party shall have any further rights under this Contract for Sale of Real Estate.**

9. **Time of the Essence.** Time is and shall be of the essence of this Contract.
10. **Binding on Successors/Assignment.** This Contract shall be binding on and shall inure to the benefit of the heirs, executors, administrators, personal representatives, trustees and assigns of the parties hereto. This Contract may be assigned by Purchaser without the prior consent of the Seller.
11. **Miscellaneous.**
  - a. This Contract shall be construed in accordance with the laws of the State of Missouri.
  - b. If any provision of this Contract is held to be invalid, the remaining provisions of this Contract shall not be affected thereby, but shall continue in full force and effect.
  - c. All notices, approvals and other communications required or permitted under the terms hereof shall be in writing and sent via U.S. mail and via email to the respective parties at the address and email addresses set forth as follows:

**If to Purchaser:** Bywater Development Group LLC  
Attn: J. David Dodson, CEO  
1710 Fenpark Dr., Suite #4  
St. Louis, MO 63026  
(314) 808-2480

**With a copy to:** Spencer Fane LLP  
Attn: S. Shawn Whitney  
2144 E. Republic Rd., Ste. B300  
Springfield, MO 65804  
(417) 888-1000

**If to Seller:** Bi-State Development Agency d/b/a Metro  
Attn: \_\_\_\_\_  
211 N. Broadway, Suite 700  
St. Louis, MO 63102  
(314) 982-1400

d. This Contract may be executed in several counterparts and when so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

e. This Contract sets forth the entire understanding and agreement of the parties with respect to the subject matter of this Contract, and there are no other promises, warranties or understandings, oral or written, of any kind or nature whatsoever among them with respect to the subject matter set forth herein. This Contract shall not be altered, amended, changed or modified except in a writing executed by the parties.

f. Purchaser shall provide to Seller project status reports including correspondence with government and private entities regarding obtaining the necessary approvals for the planned project. These reports will be sent to the Seller with the understanding they are being sent for informational purposes only and that Seller shall have no control over the content of the documents that are delivered in connection with this paragraph.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals on the day and year first above written.

**PURCHASER:**

BYWATER DEVELOPMENT GROUP LLC, a Missouri  
limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SELLER:**

BI-STATE DEVELOPMENT AGENCY D/B/A  
METRO, a Missouri and Illinois interstate compact

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit A**

**LEGAL DESCRIPTION**

[Legal Description to be determined by Survey]

**Exhibit D**

**MHDC FIN-305 SELLER CERTIFICATION**

**"Exhibit A"**  
**NOTIFICATION TO SELLER**

DATE: \_\_\_\_\_

Dear Owner:

The purchaser of your property located at \_\_\_\_\_ is being assisted with funding through the Missouri Housing Development Commission. The funding could possibly be allocated from the federally funded HOME program.

The purpose of this letter is to inform you of your rights under federal law when federal funds are involved in property acquisition. **This is a voluntary sale.** Activities funded by the HOME program are covered by the Uniform Relocation Assistance and Real Property Acquisition Policies Act, commonly called "the Uniform Act." The Uniform Act protects persons whose property is taken **involuntarily** or who are forced to move as a direct result of a federally funded project. However, because this is a **voluntary sale** negotiated between you and the buyer, and there is no threat of eminent domain or condemnation to take your property; this sale is not regulated by the Uniform Act except for the following notifications which we must present to you:

1. The purchaser does not have the power of eminent domain to take your property if an agreement through negotiation cannot be reached.
2. The fair market value of the property located at \_\_\_\_\_ has been estimated at \$ \_\_\_\_\_. The purchase price being offered is \$ \_\_\_\_\_. You have the authority to accept or reject this offer just as you would in any private transaction.

You, as the seller, are not eligible for relocation assistance under the Uniform Relocation Act because the proposed sale is considered to be voluntary, and the above information is being provided to you prior to executing a purchase agreement or sales contract. If you have any questions or require additional information, please contact \_\_\_\_\_ at \_\_\_\_\_ between the hours of \_\_\_\_\_ and \_\_\_\_\_.

Sincerely,

---

**Owner Receipt of Information**

I, \_\_\_\_\_, the owner of the property located at \_\_\_\_\_

Certify that I have received and understood the above information. I further certify that this notice was received:

- ☐ Prior to executing a purchase agreement.
- ☐ After the purchase agreement was executed; however, I **do not** wish to terminate this voluntary sale.

**IN WITNESS WHEREOF**, the owner has caused this certification to be duly executed in its name on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Legal Name of Owner

By:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_, To-Wit:

Signed and sworn to before me, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public





**Bi-State Development Agency  
Board of Commissioners  
Open Session Agenda Item  
November 22, 2019**

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<b>From:</b>	Taulby Roach, President and Chief Executive Officer
<b>Subject:</b>	<b>On-Call Real Estate Brokerage Services</b>
<b>Disposition:</b>	Approval
<b>Presentation:</b>	John Langa, Vice President, Economic Development; Greg Smith, Vice President, Procurement and Inventory Management

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**Objective:**

To present to the Bi-State Development (**BSD**) Board of Commissioners (**Board**) for approval, the hiring of CBRE for on-call real estate brokerage services.

**Background:**

BSD's Economic Development Department has used on-call real estate brokerage services as needed to support BSD's overall operations and requirements. These on-call services are important when BSD is charged with inventorying the market for a new location, or disposing of property that will be complex and require a great deal of real estate and market expertise.

At this time, BSD is contracted with the firm Avison Young for these services, and that contract expires on January 19, 2020. Avison Young (contract began in January 2017) has assisted BSD with the relocation of the Metro Store to the 8<sup>th</sup> & Pine area, and the sale of Hangar 12 at St. Louis Downtown Airport.

Given Avison Young's upcoming contract expiration, in July BSD Procurement sent RFP's to 11 area brokerage firms for on-call brokerage services and undertook an evaluation process in August to review the qualifications of the responding firms. From that overall effort, three (3) firms responded and BSD staff is recommending CBRE's hiring. The term would be for two-years, starting in January 2020, with one-option year. CBRE, the largest brokerage firm in the world, has a full service office in St. Louis with expertise in office, industrial and retail property in Missouri and Illinois.

**Analysis:**

In addition to specific property brokerage assistance, a key element for these on-call services is the ability of BSD's Economic Development staff to interact with the firm, to understand the market and how St. Louis compares to other markets. In the past, working with a firm with a national as well as a St. Louis focus has been beneficial. In addition, it is important that the firm has expertise in office, industrial and retail property, as well as a background in working with public entities.

The on-call services are commission based, and unless there is an actual transaction, the broker is not paid for services. If BSD engages the firm to find property, BSD would typically not pay a commission as those fees are typically covered by the property owner. If BSD engages the firm to dispose (sell, lease or sublease) of BSD property, BSD would pay the firm a commission in the amount of 6% of the total value of the transaction, a standard market rate, which the firm shares with the broker on the other side of the transaction.

Of the three firms that responded, CBRE had an evaluation rating of 204, Block Hawley 133 and Barber Murphy 83; and, all three firms were in the same 6% commission range, for services as noted in the paragraph above.

**Previous Committee Action:**

This item was presented at the October 18, 2019, Combined Meeting of the Operations Committee and Audit, Finance & Administration Committee, and it has been recommended by the Committee for approval.

**Board Action Requested:**

The Committee recommends that the Board of Commissioners approve the hiring of CBRE for on-call real estate brokerage services.

**Funding Source:**

No BSD funds are anticipated to be used as part of this project - unless BSD engages the on-call broker to dispose of BSD property, and then BSD would pay a commission for those services in the amount of 6% of the transaction value of the lease or sale.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF THE BI-STATE DEVELOPMENT AGENCY  
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT  
APPROVING THE AWARD OF CBRE FOR  
ON-CALL REAL ESTATE BROKERAGE 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(E)(1)(a), requires Board approval of all Competitive Negotiation Procurements exceeding \$500,000; and

*Whereas*, BSD’s Economic Development Department has used on-call, real estate brokerage services as needed to support the Agency’s overall operations and requirements. These on-call services are important when BSD is charged with inventorying the market for a new location, or disposing of property that will be complicated and require a great deal of real estate and market expertise; and

*Whereas*, a Request for Proposal (RFP) was sent to 11 area brokerage firms for on-call brokerage services and three (3) firms responded; and

*Whereas*, Agency procurement staff undertook an evaluation process in August, 2019 to review the qualifications of the responding firms, and of the three firms that responded, CBRE had an evaluation rating of 204, Block Hawley 133, and Barber Murphy 83; and, all three firms were in the same 6% commission range; and

*Whereas*, it is feasible, necessary and in the public interest for the Agency to approve the award of a contract to CBRE for on-call, real estate brokerage services, for a term of two years, beginning January 2020 with one option year, 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 award of a contract to CBRE for on-call, real estate brokerage services, for a term of two-years, beginning January 2020, with one option year, 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, including the payment of all costs, expenses and fees incurred in connection with or incidental to this Resolution and 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 CBRE.

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 and the Contract.

Section 8.        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 22<sup>nd</sup> day of November, 2019.

***In Witness Whereof,*** the undersigned has hereto subscribed his signature and caused the Seal of the Agency to be affixed.

**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

**10. g.**

**Bi-State Development Agency  
Board of Commissioners  
Open Session Agenda Item  
November 22, 2019**

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**From:** Taulby Roach, President and Chief Executive Officer  
**Subject:** **Contract Modification: Additional Funds for Broker of Record Services**  
**Disposition:** Approval  
**Presentation:** Charles A. Stewart, Jr., Executive Vice President, Organizational Development;  
Kathy Brittin, Director – Risk and Absence Management

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**Objective:**

To present to the Board of Commissioners for approval, a request for additional funding for the current McGriff, Seibels & Williams Broker of Record Services contract #17-RFP-103939-SG. Additional funding of \$56,000 is needed to complete Contract Year 5.

**Background:**

By way of a competitive bid process, Bi-State Development contracts with McGriff, Seibels & Williams for broker of record services. On February 27, 2017, Bi-State Development (BSD) awarded a three (3) year contract with two (2) option years to McGriff, Seibels & Williams to provide insurance brokerage services, whereby they secure insurance coverage on behalf of BSD.

The period of performance includes three (3) base years and two (2) option years (February 2017–February 2022), for an amount of \$498,750. Bi-state Development is in the final year of the base years; however, a contract modification has been executed to include three (3) new/additional coverages (law enforcement legal, environmental and management liability).

**Analysis:**

This contract amount was based on the existing coverages in place at the time the contract was awarded. Insurance coverage is obtained on a net of commission basis; therefore, McGriff, Seibels & Williams is paid, based on a contracted fee basis. Since additional coverages were secured, the contract will exceed \$500,000 for a competitive negotiation procurements, which requires board approval.

**Previous Committee Action:**

This item was presented at the October 18, 2019, Combined Meeting of the Operations Committee and Audit, Finance & Administration Committee, and it has been recommended by the Committee for approval.

**Board Action Requested:**

The Committee recommends that the Board of Commissioners approve the request for additional funding, to increase the contract amount for McGriff, Seibels & Williams, for broker of record services, from \$498,750 to \$554,750.

**Funding Source:**

The Operating Budgets provide funding for the broker of record services.



**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF THE BI-STATE DEVELOPMENT AGENCY  
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT  
MODIFYING A CONTRACT WITH MCGRIFF, SEIBELS AND WILLIAMS  
FOR BROKER OF RECORD 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, Section 50.010, *Procurement and Contract Administration*; (E.1. a. *Award Authority & G.1. Contract Modification*), requires the Board of Commissioners to approve Competitive Negotiated Procurements which exceed \$500,000, and approve modifications to contracts that (a) are not within the amount budgeted or otherwise approved for that contract or (b) not within the originally established contract contingency; and

*Whereas*, funding will be provided from approved operating budgets; and

*Whereas*, on February 27, 2017, the Agency awarded a three (3) year contract, with two (2) option years to McGriff, Seibels & Williams to provide insurance brokerage services, whereby they secure insurance coverage on behalf of BSD; and

*Whereas*, the period of performance includes three (3) base years and two (2) option years (February 2017– February 2022), for an amount of \$498,750; and

*Whereas*, the Agency is in the final year of the base years; however, a contract modification has been executed to include three (3) new/additional coverages (law enforcement legal, environmental and management liability); and

*Whereas*, the initial contract amount was based on the existing coverages in place at the time the contract was awarded, and additional coverages have been secured since that time, the contract will exceed \$500,000 for a competitive negotiation procurements, which requires Board approval; and

*Whereas*, it is feasible, necessary and in the public interest for the Agency to approve the modification to the McGriff, Seibels & Williams contract for broker of record services, to increase the contract amount from \$498,750 to \$554,750, 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 Modification. The Board of Commissioners hereby approves the modification to the McGriff, Seibels & Williams contract for broker of record services, to increase the contract amount

from \$498,750 to \$554,750, 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 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 Modification 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 McGriff, Seibels & Williams.

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 Modification.

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 22<sup>nd</sup> day of November, 2019.

*In Witness Whereof*, the undersigned has hereto subscribed his signature and caused the Seal of the Agency to be affixed.

**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**

**10. h.**

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**From:** Taulby Roach, President and Chief Executive Officer  
**Subject:** **Update on Drug & Alcohol Policy & Plan**  
**Disposition:** Approval  
**Presentation:** Charles A. Stewart, Jr., Executive Vice President Organizational Effectiveness;  
Kathy Brittin, Director Risk & Absence Management

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**Objective:**

To present to the Board of Commissioners for approval, a request to authorize the President & CEO to approve the Drug & Alcohol Policy & Plan revisions.

**Background:**

49 CFR Part 40 and Part 655.15 requires that Bi-State Development has a Drug & Alcohol Policy & Plan and provides a drug-free workplace. The Drug & Alcohol Program Manager is responsible for updating and distributing the Drug & Alcohol Policy & Plan to all employees. The policy was signed by the President & CEO and the Chairman of the Board of Commissioners.

**Analysis:**

The Drug & Alcohol Policy & Plan has been reviewed and the primary revisions being implemented are:

- Policy will be signed by President & CEO and the Board of Commissioners will be notified of any major revisions.
- 49 CFR 655.45 which requires BSD to random test 50% of safety sensitive employees in lieu of 25% per calendar year
- 49 CFR 655.33 (b) which deals with alcohol consumption while on call and allows the employee to acknowledge use and be excused from the on call duty
- Updated Supervisor Testing Authorization form which will help in the proper selection of the a DOT or Non-DOT test
- Implementation of oral rapid (saliva ) test devices for Non-DOT test screening

These revisions have been incorporated and are included in the attached revised Drug & Alcohol Policy & Plan.

**Previous Committee Action:**

This item was presented at the October 18, 2019, Combined Meeting of the Operations Committee and Audit, Finance & Administration Committee, and it has been recommended by the Committee for approval.

**Board Action Requested:**

The Committee recommends that the Board of Commissioners approve the request to authorize the President & CEO to approve the Drug & Alcohol Policy & Plan revisions.

**Attachments:**

Attachment – Revised Drug & Alcohol Policy & Plan

**Funding Source:**

Drug & Alcohol Program is funded through the operating budget.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF THE BI-STATE DEVELOPMENT AGENCY  
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT  
APPROVING THE REVISED DRUG & ALCOHOL POLICY & PLAN**

**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”); and

*Whereas*, the Federal Transit Administration (FTA) Policy, Title 49 Part 655.15 requires that the local governing board of the employer or operator shall adopt an anti-drug and alcohol misuse policy statement; and

*Whereas*, the Agency is authorized under Chapter 70, Section 70.030, Drug and Alcohol, of the collected Board Policies to establish policies and procedures without further authorization or approval from the Board of Commissioners, however the current FTA guidelines indicate that the Agency’s Drug & Alcohol Policy & Plan (Policy) be approved by the Board of Commissioners; and

*Whereas*, 49 CFR Part 40 and Part 655.15 requires that Bi-State Development has a Drug & Alcohol Policy & Plan and provides a drug-free workplace; and

*Whereas*, the Agency’s revised Drug & Alcohol Policy & Plan was presented for discussion at the Combined Operations and Audit, Finance, & Administration Committee meeting on October 18, 2019, and the Committee voted to recommend that the Board of Commissioners approve the Drug & Alcohol Policy & Plan and refer it to the Board for final approval; and

*Whereas*, the primary revisions being implemented include: 1) Policy will be signed by the President & CEO and in the future the Board of Commissioners will be notified of any major revisions; 2) an increase in number of random drug tests pursuant to 49 CFR 655.45 which requires BSD to random test 50% of safety sensitive employees instead of previous 25% per calendar year; 3) pursuant to 49 CFR 655.33 (b) which deals with alcohol consumption while on call and now allows the employee to acknowledge use and be excused from the on call duty; 4) an Updated Supervisor Testing Authorization form which will help in the proper selection of a DOT or Non-DOT test; and 5) implementation of oral rapid (saliva ) test devices for Non-DOT test screening; and

*Whereas*, these revisions have been incorporated and are included in the revised Drug & Alcohol Policy & Plan; and

*Whereas*, it is feasible, necessary and in the public interest for the Agency to approve the Drug & Alcohol Policy and Plan and for the Board to authorize the President and CEO to approve future Drug & Alcohol Policy & Plan revisions, 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.

Section 2.      Approval of the Drug & Alcohol Policy and Plan: The Board of Commissioners hereby approves the Drug & Alcohol Policy and Plan (as provided in the Attachment to the Briefing Paper and made a part hereof) and authorizes the President and CEO to approve future Drug & Alcohol Policy Plan revisions, 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 and the Drug & Alcohol Policy and Plan 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 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.      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 this 22<sup>nd</sup> day of November, 2019.

*In Witness Whereof*, the undersigned has hereto subscribed his signature and caused the Seal of the Agency to be affixed.

**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 10.h.**

**Attachment**

## Drug & Alcohol Policy & Plan – Draft

To view document, please click on the link below:

[Draft - Drug and Alcohol Policy and Plan](#)



**Open Session Item**

**10. i.**

**Bi-State Development  
Board of Commissioners  
Open Session Agenda Item  
November 22, 2019**

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From:	Taulby Roach, President and Chief Executive Officer
<b>Subject:</b>	<b>St. Clair County Transit District Bus Shelters</b>
Disposition:	Approval
Presentation:	Jessica Mefford-Miller, Executive Director - Metro Transit Christopher Poehler, Asst. Exec. Director Engineering Systems Gregory Smith, Vice President - Procurement & Inventory Management

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**Objective:**

To present to the Board of Commissioners for approval, a request to enter into a contract with Raineri Construction, LLC to provide the necessary work to improve St. Clair County Transit District (**SCCTD**) bus shelters at nine locations.

**Background:**

The project scope of work includes the removal and replacement of existing concrete sidewalks, installation of concrete bus deployed wheel chair ramp pads, concrete bus shelter pads, ADA curb ramps, site restoration, and other miscellaneous items to complete the project.

On September 11, 2019, Bi-State Development (**BSD**) issued solicitation 20-RFP-106442-FP – SCCTD Bus Shelters to obtain bids from qualified firms to provide the necessary work required to improve SCCTD bus shelters.

**Analysis:**

The solicitation was advertised in BSD's iSupplier Portal; a web-based communication tool structured to allow bidders full and open access to view, communicate, and submit bids on active solicitations. Several general contractors were invited to participate in this project.

On October 4, 2019, only one bid was received, submitted by Raineri Construction, LLC. The one bid was evaluated and deemed responsive with minor informalities. BSD is working with Raineri Construction regarding these informalities.

A survey was conducted requesting feedback regarding non-participation. Below are the responses received:

<b>Firm</b>	<b>Reason for Non-Participation</b>
The Harlan Company	Firm indicated they must have overlooked this project.
Spencer Contracting Co.	Firm's representative was busy on other projects and was not able to work up price for our project.
L. Keeley Construction Co.	Firm indicated that their estimating department work load at the time was very busy, they had some very large estimates going in around the same time and they did not have the resources to get a good number put together in time.
BSI Constructors, Inc.	Firm indicated that they are a St. Louis based company and do not desire to do work in Illinois.

**Previous Committee Action:**

This item was presented at the October 18, 2019, Combined Meeting of the Operations Committee and Audit, Finance & Administration Committee, and it has been recommended by the Committee for approval.

**Board Action Requested:**

The Committee recommends that the Board of Commissioners approve the request to authorize the President and CEO to award a sole source contract to Raineri Construction LLC to provide the necessary work required to remove and replace the existing concrete sidewalks, installation of concrete bus deployed wheel chair ramp pads, concrete bus shelter pads, ADA curb ramps, site restoration, and other miscellaneous items to improve SCCTD bus shelters at nine (9) locations in the amount of **\$128,691.50**.

**Funding Source:**

This project is supported by FTA grant MO-90-X296 and SCCTD.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF THE BI-STATE DEVELOPMENT AGENCY  
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT  
APPROVING A SOLE SOURCE CONTRACT WITH  
RAINERI CONSTRUCTION, LLC FOR  
ST. CLAIR COUNTY TRANSIT DISTRICT BUS SHELTER IMPROVEMENTS**

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

*Whereas*, Solicitation 20-RFP-106442-FP – SCCTD Bus Shelters was issued on September 11, 2019, to obtain bids from qualified firms to provide the necessary work required to improve St. Clair County Transit District (SCCTD) bus shelters; and;

*Whereas*, on October 4, 2019, only one bid was received, submitted by Raineri Construction, LLC, and the one bid was evaluated and deemed responsive with minor informalities; and

*Whereas*, it is feasible, necessary and in the public interest for the Agency to award a sole source contract to Raineri Construction LLC, to provide the necessary work required to remove and replace the existing concrete sidewalks, installation of concrete bus deployed wheel chair ramp pads, concrete bus shelter pads, ADA curb ramps, site restoration, and other miscellaneous items to improve St. Clair County Transit District bus shelters at nine (9) locations, in an amount not to exceed \$128,691.50, 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 a sole source contract to Raineri Construction LLC, to provide the necessary work required to remove and replace the existing concrete sidewalks, installation of concrete bus deployed wheel chair ramp pads, concrete bus shelter pads, ADA curb ramps, site restoration, and other miscellaneous items to improve St. Clair County Transit District bus shelters at nine (9) locations, in an amount not to exceed \$128,691.50, 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. 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 Contract 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 Raineri Construction, LLC.

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

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 and the Contract.

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 Contract.

Section 10. 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 22<sup>nd</sup> day of November, 2019.

*In Witness Whereof*, the undersigned has hereto subscribed his signature and caused the Seal of the Agency to be affixed.

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

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

[SEAL]

ATTEST:

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



**Bi-State Development  
Board of Commissioners  
Open Session Agenda Item  
November 22, 2019**

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<b>From:</b>	Taulby Roach, President and Chief Executive Officer
<b>Subject:</b>	<b>Parkway Interlocking / Richmond Heights Turnout Design Services</b>
<b>Disposition:</b>	Approval
<b>Presentation:</b>	Jessica Mefford-Miller, Executive Director - Metro Transit Christopher Poehler, Asst. Exec. Director Engineering Systems; Gregory Smith, Vice President - Procurement & Inventory Management

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**Objective:**

To present to the Board of Commissioners for approval, a request to enter into a contract with STV Inc. dba STV Engineers, Inc. to provide Parkway Interlocking / Richmond Heights Turnout Design Services.

**Background:**

Bi-State Development / Metro has determined that the construction of an additional power crossover and turnout is necessary to achieve reliable levels of service, during the future rehabilitation of Skinker Tunnel and Big Bend Tunnel. The additional power crossover will be added to the existing single crossover Parkway Interlocking, located west of the Forest Park – DeBaliviere Passenger Station, near Cross County. The new Richmond Heights Turnout will be located adjacent to the existing Richmond Heights Passenger Station, near Cross County. The turnout will consist of roughly 300 feet of unelectrified storage track, and will allow for the storage of work trains and equipment during revenue service near the respective tunnels.

On August 7, 2019, Bi-State Development (**BSD**) issued solicitation 20-RFP-106367-DR – Parkway Interlocking / Richmond Heights Turnout Design Services to obtain proposals from qualified firms to provide architectural and engineering (**A&E**) services.

**Analysis:**

In response to the solicitation, three (3) technical proposals were received, reviewed, and forwarded to the evaluation team, which consisted of individuals within BSD Engineering and Maintenance of Way. The Procurement of an A&E firm is based on the Brooks Method, as defined in 40 U.S.C. 541, Brooks Act.

The Brooks Act requires that:

- a. Qualifications be evaluated.
- b. Price be excluded as an evaluation factor.
- c. Negotiations be conducted with only the most qualified offeror.
- d. Failing agreement of price, negotiations with the next most qualified offeror be conducted until contract award be made to the most qualified offeror whose price is fair and reasonable.

The proposals were evaluated and scored in accordance with the following evaluation requirements, specified in the solicitation package:

- Firm's Understanding of the Project
- Firm's Experience
- Technical Competence/Availability of Key Personnel

On September 13, 2019, a consensus meeting was conducted with the evaluation team. The table below indicates the consensus technical scores.

<b>Firm</b>	<b>Consensus Technical Score</b>
STV INC.	395
HNTB CORPORATION	375
GANNETT FLEMMING	344

On September 17, 2019, a cost proposal was requested from the highest ranked firm, STV Inc. The cost proposal was received on September 20, 2019, in the amount of \$1,578,698; which exceeded BSD independent cost estimate by \$668,998. On September 26, 2019, BSD requested STV to provide a breakdown of their firm's hours/costs by phase of the project; which was received on September 30, 2019. Upon review of STV's revised cost proposal, Bi-State requested STV to provide a more detailed breakdown of hours and cost by staff type/project milestone. On October 22, 2019, BSD conducted a conference call for further discussion with STV regarding number of hours / categories, in hopes to reduce the overall project cost, and requested STV to revisit certain cost line items. On November 5, 2019, BSD requested STV to review the number of hours budgeted for certain tasks, which BSD believed were higher than expected. On November 7, 2019, BSD received STV's reduced cost proposal in the amount of \$989,924. After conclusion of discussion and negotiations, it was agreed that STV provide their Best and Final Offer including Revised Cost Proposal/Modified Scope of Services by November 12, 2019.

STV has committed to meet the goal of 7% DBE participation.

**Board Action Requested:**

Management recommends that the Board of Commissioners approve a request to authorize the President and CEO to enter into a contract with STV Inc., dba STV Engineers, Inc., to provide the Parkway Interlocking / Richmond Heights Turnout Design Services, in a not to exceed amount of **\$1,088,916.40**, which includes a 10% contingency.

**Funding Source:**

This project is supported by FTA grant MO-2019-029 with matching local Prop M funds. The federal funds are section 5307 formula funds.



**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF THE BI-STATE DEVELOPMENT AGENCY  
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT  
AWARDING A CONTRACT TO  
STV INC., D/B/A STV ENGINEERS, INC., TO PROVIDE  
PARKWAY INTERLOCKING / RICHMOND HEIGHTS TURNOUT DESIGN 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 50.010.E(1)(a) requires Board approval of Competitive Negotiated Procurements exceeding \$500,000; and

*Whereas*, the Bi-State Development Agency (BSD) has determined that the construction of an additional power crossover and turnout is necessary to achieve reliable levels of service during the future rehabilitation of the Skinker Tunnel and the Big Bend Tunnel; and

*Whereas*, on August 7, 2019, (BSD) issued solicitation 20-RFP-106367-DR – Parkway Interlocking / Richmond Heights Turnout Design Services to obtain proposals from qualified firms to provide architectural and engineering (A&E) services; and

*Whereas*, in response to the solicitation, three (3) technical proposals were received, reviewed, and forwarded to the evaluation team, which consisted of individuals from BSD Engineering and Maintenance of Way. The team found that STV, Inc. (STV) was the highest ranked firm and therefore requested a cost proposal; and

*Whereas*, after the conclusion of discussions and negotiations with STV, on November 7, 2019, BSD received their reduced cost proposal, Best and Final Offer, including a Revised Cost Proposal/Modified Scope of Services, in the amount of \$989,924; and

*Whereas*, it is feasible, necessary and in the public interest for the Agency to enter into a contract with STV Inc., dba STV Engineers, Inc., to provide the Parkway Interlocking / Richmond Heights Turnout Design Services, in a not to exceed amount of \$1,088,916.40, which includes a 10% contingency, 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 authorizes the President and CEO to enter into a contract with STV Inc., dba STV Engineers, Inc., to provide the Parkway Interlocking / Richmond Heights Turnout Design Services, in a not to exceed amount of \$1,088,916.40, which includes a 10%

contingency, 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 STV Inc., dba STV Engineers, Inc.

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 and the Contract.

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.        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 22<sup>nd</sup> day of November, 2019.

*In Witness Whereof*, the undersigned has hereto subscribed his signature and caused the Seal of the Agency to be affixed.

**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**

**12.**

**Bi-State Development  
Board of Commissioners  
Open Agenda Item  
November 22, 2019**

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**From:** Taulby Roach, President and Chief Executive Officer  
**Subject:** **Airport Terminal Repair / Replacement**  
**Disposition:** Approval  
**Presentation:** Mary C. Lamie, Executive Vice President – Multi Modal Enterprises;  
Erick A. Dahl, St. Louis Downtown Airport Director

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**Objective:**

To present to the Board of Commissioners for approval, a request for an internal loan, in an amount not to exceed \$850,000, from Bi-State Development (**BSD**) to the St. Louis Downtown Airport (**Airport**) for the repair or replacement of the Airport Terminal.

**Background:**

The St. Louis Downtown Airport Terminal Building (**Terminal**) was constructed in 1982, as the sole location for Fixed Based Operations (**FBO**) Services (such as fueling, maintenance, pilot lounge, weather, etc.) at the Airport, and is currently leased by Jet Aviation (**Jet**), sister company of Gulfstream Aerospace (**Gulfstream**). Since the Terminal's inception, it has also hosted an Airport restaurant, Airport maintenance service garage, and space for the FBO operation. Over the years, the Terminal has been retrofitted and modernized, so that the internal room arrangement no longer has the same floorplan or the same uses.

Throughout the modifications or retrofits, the Terminal has had consistent ceiling and wall water leaks. The leakage is attributed to several factors that include faulty windows, porous plaster siding, and/or exposed wood under the eaves. Improvements to repair the leakage have included crack and roof repair, structural changes, and caulking. Past repairs have provided temporary relief but have been unsuccessful in correcting the problems beyond a few years. The leakage has resulted in damage to walls, damage to ceiling tiles, and flooring problems, and it is imperative that the leak issues be properly addressed, in order to maintain the building and prevent additional safety issues.

**Analysis:**

In 2018, BSD contracted with Jacobs Engineering to conduct an evaluation of the Airport Terminal. Jacobs estimated that the proper repair of the building may cost up to \$850,000; however, the amount contained unknown conditions which Jacobs felt warranted, including high contingency amounts. The building continues to degrade with each rain event, causing more leaks, more visible water stains, and requiring additional maintenance to replace ceiling tiles, etc. A benefit cost analysis by Jacobs has indicated a permanent solution versus intermittent repairs would be more cost effective.

The desired approach for repair is to conduct a Request for Proposals (**RFP**) from engineering/construction firms to enter into a Design/Build contract for the total repair of the Terminal. If during the building assessment, which will require portions of the roof and siding to be removed, it is determined a total replacement is more economical, the repair contract would be terminated and a new option would be developed. When compared to a traditional Design – Bid – Build project delivery method, the Design/Build contract will ensure one firm is responsible for the repair, thereby reducing the agency's liability. Additionally, the project schedule will be reduced and engineering costs will be reduced, by avoiding a separate study to evaluate the building for repair or replacement.

**Previous Committee Action:**

This item was presented at the October 18, 2019, Combined Meeting of the Operations Committee and Audit, Finance & Administration Committee, and it has been recommended by the Committee for approval.

**Board Action Requested:**

The Committee recommends that the Board of Commissioners approve an intercompany loan between the Airport and BSD, in an amount not to exceed \$850,000, to cover the repair cost or replacement of the Airport Terminal.

**Funding Source:**

Up to \$850,000 will come from BSD Executive Services, which shall be offset by an increase in the Fuel Flow Fee of \$0.05 to \$0.15 from \$0.10. In addition to this increased fee, an additional Terminal Facility Fee shall be assessed, which will be \$10.00 for all aircraft using the East Apron at the Airport Terminal. It is anticipated that the increased fees will generate an additional \$80,000 in fuel flow fees and \$28,000 in Airport Terminal Facility Fee. The Airport has not increased the fuel flow fee for five years, and the FBO believes that increasing the fee as described above is not expected to cause the Airport to be less competitive than other Airports in the region. If economic conditions continue, the project will be paid off within 10 years; however, the Airport and the FBO shall monitor fuel flow fees, total fuel flow, and Operations and suggest any possible decrease in the future as needed in order to meet market demands, which may extend the payback period.

**Attachment:**

Memo from Mark Vago, dated November 11, 2019

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE BI-STATE DEVELOPMENT AGENCY  
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT  
APPROVING INTRA-AGENCY LOAN TO ST. LOUIS DOWNTOWN  
AIRPORT FOR TERMINAL BUILDING RENOVATION**

**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 St. Louis Downtown Airport (Airport) Terminal Building (Terminal) was constructed in 1982 as the sole location for the Fixed Base Operations (FBO) Services such as fueling, maintenance, and pilot lounge. Although the Terminal has been retrofitted and modified over the years it nevertheless has experienced consistent ceiling and wall water leaks. The leakage is attributed to several factors including faulty windows, porous plaster siding, and exposed wood under the eaves; and

*Whereas*, the leakage has resulted in damage to Terminal walls and ceiling tiles as well as flooring problems. It is imperative that the leak issues be properly addressed in order to maintain the building for operations and prevent additional safety issues; and

*Whereas*, in 2018 the Airport conducted an evaluation of the Terminal and it was estimated that the proper renovation of the building may cost up to \$850,000; and

*Whereas*, the Airport seeks an intra-Agency loan from the Agency Executive Services Funds in the amount of \$850,000, with an estimated term of ten (10) years, at an interest rate of approximately 4% per annum to be repaid from Airport fees, in order to finance the renovation of the Terminal; and

*Whereas*, it is feasible, necessary and in the public interest for the Board of Commissioners to approve an intra-Agency loan from the Agency Executive Services Funds to Airport in the amount of \$850,000, with an estimated term of ten (10) years at an interest rate of approximately 4% per annum to be repaid from Airport fees, in order to finance the renovation of the Terminal, 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 Intra-Agency Loan. The Board of Commissioners hereby approves an intra-Agency loan from the Agency Executive Services Funds to Airport in the amount of \$850,000, with an estimated term of ten (10) years at an interest rate of approximately 4% per annum to be repaid from Airport fees, in order to finance the renovation of the Terminal, 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 Senior Vice President and CFO, are hereby authorized and directed to take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution.

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, 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.        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 22<sup>nd</sup> day of November, 2019.

*In Witness Whereof*, the undersigned has hereto subscribed his signature and caused the Seal of the Agency to be affixed.

**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 12.**

**Attachment**



**To:** Commissioner Aliah Holman

**From:** Mark Vago

**Date:** November 11, 2019

**Subject:** Audit and Finance Committee Request from October 18, 2019

A package of St. Louis Downtown Airport financial data has been prepared in response to your information request. The package includes three schedules that present historical and projected financial statements, projected cash flow and a ten-year amortization schedule to repay the proposed \$850,000 loan from Executive Services. The following paragraphs present specific analysis concerning each appendix to assist you with this decision.

## **Appendix A**

The Statement of Activities is a schedule of revenue, expense and net income for 6 successive years. Fiscal years (FY) 2018 and 2019 are audited results. Fiscal 2020 is the Board approved budget. Revenue and expense inflationary growth assumptions for FY 2021 – FY 2023 is three percent based upon long-term historical trends and current Bi-State Development Agency (BSD) budget practices.

For FY 2021 - FY 2023, St. Louis Downtown Airport projects consistent but flat fuel sales annually of 1.7 million gallons which generates \$187,890 in aviation sales flowage revenue (Line A). Therefore, future aviation sales flowage revenue is projected flat compared with FY 2020 budget through FY 2023. The proposed \$0.05 per gallon additional flowage revenue would generate \$85,000 annually on sales of 1.7 million gallons (blue highlight, Line B). The proposed additional apron usage fee of \$10 per aircraft is expected to raise \$28,000 annually in future years (blue highlight, Line C). Combined proposed new fees (Lines B and C highlighted in blue) would increase revenue at the St. Louis Downtown Airport by \$113,000 per year. These figures are consistent with the discussion that occurred in committee.

Beginning FY 2021, interest expense related to the proposed \$850,000 loan (blue highlight, Line D) is in addition to the annual three percent inflationary growth assumption on operating expenses and would impact the Statement of Activities through FY 2023.

Net income before depreciation is highlighted in gold (Line E). Proposed new revenue sources are projected to generate revenue to offset annual interest expense and the principal payment on the loan.

## Appendix B

The Statement of Cash Flow is a schedule of cash inflows and outflows for the same 6 successive years. Fiscal years (FY) 2021-2023 cash inflows and outflows are projected based on Appendix A's projected Statement of Activities.

This projected cash flow schedule includes the acquisition of assets/construction (blue highlight, line G) and contributed capital (blue highlight, line J). The only construction expected during FY 2021 - FY 2023 is the terminal renovation project.

The loan proceeds to be received from Executive Services are noted in FY 2021 (blue highlight, line F) and the funds used in the renovation are also noted in FY 2021 (blue highlight, line G). The annual debt service payments of \$103,270, consisting of interest and principal, show outflowing payments to Executive Services (blue highlight, lines H and I).

Other capital projects would be deferred during this terminal renovation. As no other local match is utilized for other capital projects during this period (lines G and J); and the terminal renovation of \$850,000 (line G), is funded by a loan; the Cash Flow Schedule projects St. Louis Downtown Airport will maintain reasonably consistent cash levels under current economic conditions.

## Appendix C

The 10-year amortization for the Downtown Airport loan with a 4% annual interest rate.

## Summary

- ➔ The \$1.2 million generated by the hangar sale in February 2018 has been internally restricted for local match on future capital projects and construction other than the terminal renovation.
- ➔ Therefore, funds generated by the proposed new revenue stream can be earmarked to repay the \$850,000 loan from Executive Service.
- ➔ This analysis is contingent upon continued positive economic conditions for St. Louis Downtown Airport.
- ➔ Unanticipated losses of airport tenants (particularly, Gulfstream / Jet Aviation), fuel flowage sales, or other revenues would have an adverse impact on this analysis and projection results.

If you have any questions, I would be glad to discuss them with you. My phone number is 314-982-1400 x 1673 and email address is [MGVago@BiStateDev.Org](mailto:MGVago@BiStateDev.Org).

Thank you.

## Appendix A

### St. Louis Downtown Airport Statement of Activities FY 2018 to FY 2023 (unaudited)

		2018 Actual	2019 Actual	2020 Budget	2021 Projection	2022 Projection	2023 Projection
<b>Revenue</b>							
Airport parking		\$ 148,117	\$ 120,751	\$ 134,649	\$ 138,688	\$ 142,849	\$ 147,134
Leased acreage		321,991	577,537	615,660	634,130	653,154	672,749
Hangar rental		745,628	530,897	533,347	549,347	565,827	582,802
Aviation sales flowage	A	171,114	152,349	187,890	187,890	187,890	187,890
Additional aviation sales flowage - \$0.05 per gallon on 1.7M gallons	B	-	-	-	85,000	85,000	85,000
East apron use fee - \$10 per aircraft	C	-	-	-	28,000	28,000	28,000
Other operating revenue		128,958	137,165	189,676	195,366	201,227	207,264
Concessions		114,870	113,982	113,914	117,331	120,851	124,477
Other revenue		27,861	-	-	-	-	-
Service fee revenue		295	125	-	-	-	-
Interest income		10,400	25,548	20,000	20,600	21,218	21,855
<b>Total revenue</b>		<b>1,669,234</b>	<b>1,658,354</b>	<b>1,795,136</b>	<b>1,956,352</b>	<b>2,006,016</b>	<b>2,057,171</b>
<b>Expense</b>							
Wages and benefits		921,413	796,816	1,101,060	1,134,092	1,168,115	1,203,158
Services		179,601	204,431	104,338	107,468	110,692	114,013
Fuel and lube consumed		10,615	14,312	29,074	29,946	30,844	31,769
Materials and supplies		94,132	53,485	137,604	141,732	145,984	150,364
Utilities		202,123	206,834	167,500	172,525	177,701	183,032
Casualty and liability costs		50,797	54,569	55,668	57,338	59,058	60,830
Other expenses		120,030	142,536	112,255	115,623	119,092	122,665
Other non-operating expense		-	1,904	-	-	-	-
Interest expense	D	-	-	-	32,716	29,841	26,850
<b>Total expense</b>		<b>1,578,711</b>	<b>1,474,887</b>	<b>1,707,499</b>	<b>1,791,440</b>	<b>1,841,327</b>	<b>1,892,681</b>
<b>Income before depreciation</b>	<b>E</b>	<b>90,523</b>	<b>183,467</b>	<b>87,637</b>	<b>164,912</b>	<b>164,689</b>	<b>164,490</b>
Depreciation and amortization expense		1,358,441	1,232,546	1,513,816	1,542,149	1,542,149	1,542,149
<b>Net income (loss)</b>		<b>\$ (1,267,918)</b>	<b>\$ (1,049,079)</b>	<b>\$ (1,426,179)</b>	<b>\$ (1,377,237)</b>	<b>\$ (1,377,460)</b>	<b>\$ (1,377,659)</b>

## Appendix B

### St. Louis Downtown Airport Projected Statement of Cash Flow FY 2018 to FY 2023 (unaudited)

		2018 Actual	2019 Actual	2020 Budget	2021 Projection	2022 Projection	2023 Projection
<b>Beginning Cash</b>		\$ 535,460	\$ 1,752,812	\$ 1,646,564	\$ 1,580,201	\$ 1,674,559	\$ 1,765,819
Operations		(80,191)	157,345	87,637	51,912	51,689	51,490
Non-Operating Contributions (Contributed)		-	(1,904)	-	-	-	-
Internal Loan Proceeds	F	-	-	-	850,000	-	-
Acquisition of Assets / Construction	G	(35,852)	(1,282,570)	(296,500)	(850,000)	-	-
Interest Expense	H	-	-	-	(32,716)	(29,841)	(26,850)
Principal Payments	I	-	-	-	(70,554)	(73,429)	(76,420)
Proceeds from Sale of Asset		1,295,100		-	-	-	-
Contributed Capital	J	27,895	995,333	142,500	-	-	-
Interest Received		10,400	25,548	20,000	20,600	21,218	21,855
<b>Net Cash</b>		1,217,352	(106,248)	(66,363)	94,358	91,260	88,070
<b>Ending Cash</b>		1,752,812	1,646,564	1,580,201	1,674,559	1,765,819	1,853,889

## Appendix C

### St. Louis Downtown Airport Amortization Schedule 10-Year at 4%

<b>Fiscal Year</b>	<b>Principal</b>	<b>Interest</b>	<b>Total Payment</b>
June 2021	\$ 70,554	\$ 32,716	103,270
June 2022	73,429	29,841	103,270
June 2023	76,420	26,850	103,270
June 2024	79,534	23,736	103,270
June 2025	82,774	20,496	103,270
June 2026	86,146	17,124	103,270
June 2027	89,656	13,614	103,270
June 2028	93,309	9,961	103,270
June 2029	97,110	6,160	103,270
June 2030	101,068	2,202	103,270
	<b>\$ 850,000</b>	<b>\$ 182,700</b>	<b>\$ 1,032,700</b>



**Bi-State Development  
Board of Commissioners  
Open Session Agenda Item  
November 22, 2019**

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**From:** Taulby Roach, President and Chief Executive Officer  
**Subject:** **Bi-State Development Research Institute Board of Directors**  
**Disposition:** Approval  
**Presentation:** John Langa, Vice President Economic Development

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**Objective:**

To present to the Bi-State Development (**BSD**) Board of Commissioners for approval, the full slate of the Board of Directors and Officers of the Bi-State Development Research Institute (**Institute**).

**Background:**

- This item was not previously presented to a BSD Board Committee, as the Institute's annual meeting was held on November 12, 2019, and there was insufficient time to present this item to a Committee before this Board meeting.
- At its November 12, 2019 annual meeting, the Institute approved the members of the Institute's Board of Directors and its slate of Officers. Per the Institute's By-Laws, approved and adopted by the BSD Board of Commissioners at its April 12, 2017 meeting, there are four (4) ex-officio members of the Institute Board, including the BSD Chairman and Vice Chairman of the Board of Commissioners, the BSD President and CEO and the BSD General Counsel. Any additional members ((the Institute shall have between five (5) and seven (7) board members)) shall be approved by the BSD Board of Commissioners, and the BSD Board of Commissioners shall also approve the Institute's Officers.
- At its November 12, 2019 annual meeting, the Institute proposed adding Larry Jackson, Executive Vice President, BSD, as an Institute Board of Directors member, and approved a slate of Officers. The members of the Board of Directors and the slate of Officers, as approved by the Institute, are as follows:
  - Mike Buehlhorn, President
  - Aliah Holman, Vice President
  - Barbara Enneking, Secretary
  - Larry Jackson, Treasurer
  - Taulby Roach, Member
- Exhibit A is the Agenda for the Institute's November 12, 2019 annual meeting.

**Previous Committee Action:**

This item was not presented at the October 18, 2019, Combined Meeting of the Operations Committee and Audit, Finance and Administrative Committee.

**Board Action Requested:**

Approval by the Bi-State Development Board of Commissioners of the members of the Board of Directors and the Officers for the Bi-State Development Research Institute.

**Funding Source:**

There are no funds being expended as part of this consideration.

**Exhibits:**

Exhibit A: Bi-State Development Research Institute Board of Directors Annual Meeting  
Agenda, November 12, 2019



**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF THE BI-STATE DEVELOPMENT AGENCY  
OF THE MISSOURI-ILLINOIS METROPOLITAN  
DISTRICT APPROVING THE BOARD OF DIRECTORS  
FOR THE BI-STATE DEVELOPMENT RESEARCH INSTITUTE**

**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, 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 to perform all other necessary and incidental functions; and

*Whereas*, at its November 12, 2019, annual meeting, the Bi-State Development Research Institute (Institute) approved the members of the Institute’s Board of Directors and its slate of Officers; and

*Whereas*, per the Institute’s By-Laws, approved and adopted by the BSD Board of Commissioners at its April 12, 2017 meeting, there are four (4) ex-officio members of the Institute Board, including the BSD Chairman and Vice Chairman of the Board of Commissioners, the BSD President and CEO, and the BSD General Counsel, and;

*Whereas*, the Institute’s By-Laws further provide that it shall have between five (5) and seven (7) board members, and any additional members shall be approved by the BSD Board of Commissioners, and the BSD Board of Commissioners shall also approve the Institute’s Officers; and

*Whereas*, at its November 12, 2019 annual meeting, the Institute proposed adding Larry Jackson, BSD Executive Vice President, as an Institute Board of Directors member, and approved a slate of Officers. The members of the Board of Directors and the slate of Officers, as approved by the Institute, are as follows: Mike Buehlhorn – President; Aliah Holman – Vice President; Barbara Enneking – Secretary; Larry Jackson – Treasurer; Taulby Roach – Member; and

*Whereas*, it is feasible, necessary and in the public interest for the Agency to approve the members of the Board of Directors and the Officers for the Bi-State Development Research Institute as follows: the addition of Larry Jackson, BSD Executive Vice President, as a member of the Board of Directors and Officers, Mike Buehlhorn – President; Aliah Holman – Vice President; Barbara Enneking – Secretary; Larry Jackson – Treasurer; Taulby Roach – Member, 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 Members of the Board Directors and Officers. The Board of Commissioners hereby approves the members of the Board of Directors and the Officers for the Bi-State Development Research Institute as follows: the addition of Larry Jackson, BSD Executive Vice President, as a

member of the Board of Directors and Officers, Mike Buehlhorn – President; Aliah Holman – Vice President; Barbara Enneking – Secretary; Larry Jackson – Treasurer; Taulby Roach – Member, 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 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 and the Bi-State Development Research Institute.

Section 6. Governing Law. The laws of the States 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 22<sup>nd</sup> day of November, 2019.

*In Witness Whereof*, the undersigned has hereto subscribed his signature and caused the Seal of the Agency to be affixed.

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

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

[SEAL]

ATTEST:

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

**Exhibit A**

**Bi-State Development Research Institute**  
**211 North Broadway, Suite 700**  
**St. Louis, Missouri 63102**

**Board of Directors Annual Meeting Agenda**  
**November 12, 2019**  
**9:00 AM**

1. Roll Call: Existing Board of Directors Members\*: Mike Buehlhorn, President, Aliah Holman, Barb Enneking, Secretary, John Langa, Treasurer and Taulby Roach.

\*Vice President position is vacant at this time.

2. Approval of October 4, 2018 Meeting Summary
3. Election of Board of Directors Members and Officers: Proposed (Full Board of Directors Members slate and Officers will require final approval by the Bi-State Board of Commissioners)

Suggested:	President	Mike Buehlhorn
	Vice President	Aliah Holman
	Secretary	Barb Enneking
	Treasurer	Larry Jackson
	Board Member	Taulby Roach

4. Approval of FY2020 Bi-State Development Research Institute Budget  
(*This is the same Budget as in the Bi-State Development Budget*)
5. Review of Bi-State Development Research Institute's FY2020 Annual Plan and Report and Discussion of On-Going Projects
6. Other Business
7. Approval of John Langa as Interim Executive Director, Bi-State Development Research Institute
8. Adjourn



**Bi-State Development  
Board of Commissioners  
2020 Board and Committee Meeting Schedule\*  
(All Meetings Begin at 8:00 a.m.)**

**Tuesday, January 14, 2020 (Tentative)\***

Operations Committee

**Friday, January 24, 2020 (Tentative)\***

Audit, Finance & Administration  
Committee

**Friday, February 21, 2020**

Board Meeting

**Tuesday, March 17, 2020 (Tentative)\***

Operations Committee

**Friday, March 20, 2020 (Tentative) \***

Audit, Finance & Administration  
Committee  
(Budget Review Meeting)

**Friday, April 24, 2020**

Board Meeting (Budget Approval)

**Tuesday, May 19, 2020 (Tentative)\***

Operations Committee

**Friday, May 22, 2020 (Tentative)\***

Audit, Finance & Administration  
Committee

**Friday, June 26, 2020**

Board Meeting

**Tuesday, August 18, 2020 (Tentative)\***

Operations Committee

**Friday, August 21, 2020 (Tentative)\***

Audit, Finance & Administration  
Committee

**Friday, September 25, 2020**

Board Meeting

**Tuesday, October 13, 2020 (Tentative)\***

Operations Committee

**Friday, October 16, 2020 (Tentative)\***

Audit, Finance & Administration  
Committee

**Friday, November 20, 2020**

Board Meeting

\*Committee meeting dates are scheduled tentatively and will be confirmed by the Committee Chair.



**Bi-State Development  
Board of Commissioners  
Open Agenda Item  
November 22, 2019**

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**From:** Jessica Mefford-Miller, Executive Director - Metro Transit  
**Subject:** **Title VI Program Updates**  
**Disposition:** Information  
**Presentation:** Jessica Mefford-Miller, Executive Director- Metro Transit  
Jessica Gershman, Assistant Executive Director for Planning & System Development

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**Objective:**

To provide the Bi-State Development (BSD) Board of Commissioners with a progress overview of updates to Metro Transit's Title VI program, which is designed to ensure that public transportation services are provided in a nondiscriminatory manner. BSD staff periodically modify the Title VI plan to reflect changing resources, markets, and requirements, and at this time have a number of policies and practices to update. These updates will be made available for a public comment period, and after that public review, a request for discussion and approval of the updated program will be brought in front of the Operations Committee in January 2020 and the full Board of Commissioners in February 2020.

**Background:**

Title VI of the Civil Rights Act of 1964 states that, "No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 U.S. Code Section 2000d). All organizations receiving Federal Transit Administration (FTA) funding are subject to Title VI and U.S. DOT's implementing regulations (49 CFR Part 21).

BSD submits its Title VI program to FTA triennially. This program includes written policies, standards and procedures, which help ensure objective and equitable decision making regarding the allocation of transit system benefits. Following its review of BSD's July 2019 Title VI program submission, FTA has made several recommended modifications to strengthen this program, including outreach to limited English proficient (LEP) persons and analysis of fare or service changes. Additional updates will include items such as the level of LEP information collected for ridership surveys, and the type of monitoring and oversight conducted for subrecipients regarding Title VI practices.

**Analysis:**

Staff is working alongside FTA and its designated subject matter experts to make necessary draft program modifications, which will then be subject to public review, and will likely entail a 30-day public comment period, with online and in-person opportunities to submit remarks. Board discussion and approval will be brought in full to the Board of Commissioners in February 2020.

**Board Action Requested:**

No action required; for information only.

**Funding Source:**

Funding is accommodated within the Operating Budget.