



Board of Commissioners

Open Meeting

Friday, November 18, 2022 at 8:30 AM

Headquarters - Board Room, 6th Floor

One Metropolitan Square, 211 N. Broadway, Suite 650

St. Louis, Missouri 63102



Board of Commissioners - Open Meeting - November 18, 2022 at 8:30 AM

Notice of Meeting and Agenda

1. Call to Order	Approval	Chair Simmons
2. Roll Call	Quorum	M. Bennett
3. Public Comment	Information	Chair Simmons
A. Public Comments (October 17, 2022 - November 18, 2022) - 5		
4. Approval of the Minutes of the September 23, 2022, Board of Commissioners, Open Meeting	Approval	Chair Simmons
A. Draft Minutes 09-23-2022 Board of Commissioners - Open Meeting - 9		
5. Approval of the Minutes of the October 14, 2022, Special Meeting, Board of Commissioners, Open Meeting	Approval	Chair Simmons
A. Draft Minutes 10-14-2022 Special Meeting of Board of Commissioners, Open Meeting - 17		
6. Report of the President	Information	T. Roach
7. Report of the Operations Committee	Information	Commissioner Windmiller
A. Draft Minutes 10-14-2022 Operations Committee, Open Meeting - 19		
8. Report of the Audit, Finance & Administration Committee	Information	Commissioner Beach
A. Draft Minutes 10-14-2022 Audit, Finance & Administration Committee, Open Meeting - 25		
9. Report of the Safety & Security Committee	Information	Commissioner Simmons
A. Draft Minutes 10-06-2022 Safety & Security Committee, Open Meeting - 32		
10. Adjustment of the Consent Agenda	Approval	Chair Simmons
11. Consent Agenda	Approval	Chair Simmons
A. Extension of Contract between Chestnut Health Systems, INC and Bi-State Development Agency for Transit Client Engagement Services (Resolution #1232)		
1. Briefing Paper - 37		
2. First Amendment to Agreement for Chestnut Health Services - 39		
3. Resolution #1232 - 40		
B. 2022 Annual Surplus Property Holdings (Resolution #1233)		
1. Briefing Paper - 42		

2. Table 1 - 2022 Annual Surplus Property Holdings - 44

3. Resolution #1233 - 47

C. Contract Modification and Time Extension - East Riverfront
Stair Replacement Project (Resolution #1234)

1. Briefing Paper - 49

2. Resolution #1234 - 51

D. Contract Modification - Microtransit Project Contract Extension
(Resolution #1235)

1. Briefing Paper - 53

2. Resolution #1235 - 55

E. Sole Source Contract Award – Light Rail Vehicle Brake Caliper
Overhaul (Resolution #1236)

1. Briefing Paper - 57

2. Resolution #1236 - 59

F. Second Amendment to the Second Memorandum between Bi-
State and the City of St. Louis (Resolution #1237)

1. Briefing Paper - 62

2. Second Amendment to Second MOA - 64

3. Second Memorandum of Agreement - 67

4. Amendment to the Second Memorandum of Agreement
with City - 96

5. Resolution #1237 - 99

G. Sole Source Contracts for Hardware and Software
Maintenance (Resolution #1238)

1. Briefing Paper - 101

2. Resolution #1238 - 103

H. Contract Modification - Talent Management Solution
(Resolution #1239)

1. Briefing Paper - 106

2. Resolution #1239 - 108

12. Amended and Restated 457(f) Executive Deferred Compensation
Plan (Resolution #1240)

Approval

D. Bentz

A. Briefing Paper - 110

B. 457(f) Deferred Compensation Plan Document - 112

C. Amended and Restated 457(f) Deferred Compensation Plan
Document - Redlined - 131

D. Amended and Restated 457(f) Deferred Compensation Plan
Document - Clean Copy - 150

E. Resolution #1240 - 169

13. Approval of the 2023 Board & Committee Meeting Schedule

Approval

Chair

A. Draft Board and Committee Schedule - 2023 - 172		Simmons
14. Electronic Fare Collection System	Information	T. Curran
A. Briefing Paper - 173		
15. Unscheduled Business	Approval	Chair Simmons
16. Operations Report	Information	C. Stewart
A. Metro Service Performance Summary - 175		
B. November Service Change - 178		
C. Workforce Update - 180		
17. Call for the Dates of Future Board & Committee Meetings	Information	M. Bennett
18. 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, Section 10.080 (D) Closed Records: Legal under §10.080(D)(1); Personnel under §10.080(D)(3); and Auditors under §10.080(D)(10).	Approval	Chair Simmons
19. Reconvene to Open Session	Approval	Chair Simmons
20. Adjournment	Approval	Chair Simmons

Name: Shannon Villa
Topic: Multiple Issues

Comments: The night of 10/16/2022 the 916pm bus didnt show up and an operator radioed BOC to help passengers as the call box was also not working at Rock Road Station. The BOC TSM said to call the Customer Service Number to get a Lyft. This is the same TSM I have been complaining about that is refusing to help customers. She is the same one where I called BOC to try to get 2 people a Lyft at Belleville Station the Saturday before last 10/8 and she told me she couldnt get a Lyft for them because the next #1 bus is coming in less than 20 minutes even though they had been waiting over an hour as there was a 1.5 hour gap between buses and customers did not know how to get a hold of anyone for help. She should have requested a Lyft for them at that time as well. In addition she implied I had the wrong times for the #1 as she was quoting the time #1 buses would arrive Belleville. She makes a habit of this- nobody cares what time a bus arrives a terminal, the time that is important for riders is when that bus departs. She further confused me and the riders I was helping saying to me over the phone, "Are you sure you have the right schedule for the #1?" Instead she should have been apologizing for the poor service and making it right for the passengers that experienced 2 missed trips on the #1 State-Main. Deliberately she as a BOC TSM did not want to help and wanted to insinuate we had wrong info on bus times instead of confirming that 2 bus trips did not show.

Metro needs to advertise the Lyft accomodation and let people know what is the specific set of rules and criteria for this accomodation.

Again last night there should have been a TSM at Rock Road to assist riders. What were the TSMs doing and where were they located last night? TSMs should be deployed to trouble areas and routes especially where there will be long waits for passengers due to delays or missed trips. In the case at Belleville Station the TSM in the area should have been there to help riders.

Also, note that multiple call boxes are not operational including: Belleville, Rock Road, and Riverview. Also, TSMs since they dont have mobile lap tops should be instructed to use transsee.ca for its reporting capabilities, it is how I know better how the system is running at any given time than any TSM I have observed who always has to radio BOC when and if a bus is coming whereas this info is publicly available via the real-time GTFS feed to sites where TSMs can see block info and schedule adherence as well as gap times. <https://www.transsee.ca/> I need a response to my complaint. Some of these complaints have been and will continue to be shared with the BSDA Board since no changes are ever made on the Metrobus side.

I can always trust a solid response from the Metrolink side.

Shannon Villa

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This e-mail was sent from the public comment form on bistatedev.org

Name: Shannon Villa

Topic: Observations for Weekend of Oct 14-16, 2022

Comments: Observations for Weekend of Oct 14-16, 2022

- TSMs not strategically deployed
- TSMs not assisting riders with information or being proactive to observe customer experience issues
- TSMs not equipped to determine real-time vehicle locations along with block info, schedule and gap adherence
- BOC TSM providing wrong info to operators and riders on what number to call to get a Lyft missed trip accommodation- Number provided does not link to BOC or Public Safety
- BOC TSMs do ask operators reasons for delay and late pull-outs but unclear what analysis or disciplinary action arises out of delays that may or may not be justified. Reasons for delay are not questioned by BOC TSMs as to being justifiable or not despite a "justifiable reason" code
- Missed trip info not sent over any official feeds to real-time info to update Transit App and Google
- Detours again not being relayed over/communicated to customers via a Customer Alert
- Inoperable call boxes at Riverview TC, Belleville Station, and Rock Road TC
- Operators leaving passengers at bus stops at Grand and Civic Center due to operator inattention and subsequently operators not wanting to stop once they see a passenger intending to board. Operators pretend to not see pull off. Operators pick and choose who they want to be helpful to.

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This e-mail was sent from the public comment form on bistatedev.org

Name: Shannon Villa

Topic: Need to Demand Accountability of Metro Service to the Public

Comments: Chicago is demanding a monthly meeting on CTA performance. This is something we need to do here in St. Louis.

Chicago is doing it right: If CTA President Dorval Carter and agency officials failed to participate in a hearing, City Council could not consider measures that would distribute money to the transit agency, unless required to disburse it by law.

We need to do this here in St. Louis as I have said before.

https://www.chicagotribune.com/business/ct-biz-cta-ordinance-20221027-mrkm44qinfgbrfbkbnjsjbxkalta-story.html?utm_source=newsletter&utm_medium=email&utm_campaign=Working%20Lunch&utm_content=871666887640

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This e-mail was sent from the public comment form on bistatedev.org

Name: Shannon Villa

Topic: Still No Response to my Feedback or Comments In This Forum, Also No Solicitation of Feedback for Upcoming Changes

Comments: I still have yet to receive a response to my feedback including complaint of lack of being able to communicate with Leadership and Metro decision makers.

Also, customers are never consulted before changes are made.

<https://www.ttc.ca/about-the-ttc/projects-and-plans/2023-Annual-Service-Plan>

This is in Toronto. Metro should be doing this before the schedule changes that are coming or anytime changes are made as we are the stakeholders! Per the TTC, "The TTC is preparing its 2023 Annual Service Plan and we want to hear from you!

Annual Service Plans (ASPs) identify how we will serve customers in the coming year. Your feedback is important in helping inform our decision making about the proposed service changes for 2023."Also, "As part of the 5-Year Service Plan process, we are committed to developing (and consulting stakeholders and the public on) detailed Annual Service Plans (ASPs) every year."

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This e-mail was sent from the public comment form on bistatedev.org

Name: Shannon Villa

Topic: Metro Wait Assessment Metric

Comments: Wait Time Assessment to tell the story of missed trips and the customer experience:

- Percent and total number of trips exceeding 50% of the frequency or headway between buses. Example a bus that runs every 30 minutes, the gap or time between buses should not exceed 45 min.
- Breakout by route, day of the week, and time periods divided as follows: 3am-7am, 7am-10am, 10am-2pm, 2pm-5pm, 5pm to 8pm, 8pm-3am
- Breakout routes by a defined service area and garage to analyze service by garage and area of service

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This e-mail was sent from the public comment form on bistatedev.org

Name: Shannon Villa

Topic: Renaming of Stations to Better Reflect Destinations and Station Locations for Improved Wayfinding

Comments: Renaming of Stations to Better Reflect Destinations and Station Locations for Improved Wayfinding

Proposal to rename 2 stations to differentiate locations and make wayfinding clearer for riders and potential customers. Cost to rename would be an investment in system improvements. This can also serve as a test to determine the benefits of improved station naming. This is one strategy by

Washington Metro (WMATA) that is done regularly to improve station designations. This is referenced in this transit trade publication: <https://www.masstransitmag.com/technology/facilities/shelters-stations-fixtures-parking-lighting/press-release/21280207/wmata-washington-metropolitan-area-transit-authority-wmata-to-implement-five-station-name-changes-sept-11>

- Stadium rename to Ballpark Village/Busch Stadium/Gateway South to better reflect the major destinations around this station, differentiate which stadium it serves, and to be ready for future development in Chouteau's Landing, as well as the development in the area to be named "Gateway South" also hinting at the station location being on the southern edge of Downtown and a gateway to Soulard and South City
- Union Station rename to Union Station/City Park Stadium/Downtown West to reflect the new stadium as a destination as well as its location in Downtown West

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This e-mail was sent from the public comment form on bistatedev.org

**BI-STATE DEVELOPMENT
BOARD OF COMMISSIONERS MEETING
(Virtual Meeting)
OPEN SESSION MINUTES
September 23, 2022 at 8:30 AM**

Board Members in Attendance via Zoom

Missouri

Rose Windmiller
Fred Pestello – Absent
Vernal Brown
Nate Johnson, Secretary
Sam Gladney, Vice Chair

Illinois

Herbert Simmons, Chair
Irma Golliday
Derrick Cox
Terry Beach, Treasurer
Debra Moore

Staff in Attendance via Zoom

Taulby Roach, President and Chief Executive Officer
Brenda Deertz, Director Executive Services
Barbara Enneking, General Counsel and Deputy Secretary
Myra Bennett, Manager of Board Administration
Tammy Fulbright, Executive Vice President and Chief Financial Officer
Tom Curran, Executive Vice President Administration
Charles Stewart, Executive Director Metro Transit
Diana Bentz, Vice President – Talent Management
Dave Toben, Director of Benefits
Darren Curry, Assistant Executive Director, Transit Assets
Andrew Ghiassi, General Manager – Safety

Others in Attendance

Darrell Jacobs, ASL Interpreter
Rebecca Pursley, ASL Interpreter

1. **Open Session Call to Order**
8:30 a.m. Chair Simmons called the Open Session of the Bi-State Development Agency, Board of Commissioners Meeting to order at 8:30 a.m.
2. **Roll Call**
8:30 a.m. Roll call was taken, as noted above.
3. **Public Comment**
8:30 a.m. Myra Bennett, Manager of Board Administration, noted that no comments were submitted for today's meeting.

4. Approval of the Minutes of the June 24, 2022, Board of Commissioners, Open Meeting

8:30 a.m. The minutes from the June 24, 2022, Board of Commissioners, Open Meeting, were provided in the Board meeting materials. A motion to approve the minutes, as presented was made by Commissioner Moore and seconded by Commissioner Windmiller.

The motion passed unanimously.

5. Approval of the Minutes of the August 11, 2022, Special Meeting, Board of Commissioners, Open Meeting

8:31 a.m. The minutes from the August 11, 2022, Special Meeting, Board of Commissioners, Open Meeting, were provided in the Board meeting materials. A motion to approve the minutes, as presented was made by Commissioner Windmiller and seconded by Commissioner Gladney.

The motion passed unanimously.

6. Approval of the Minutes of the September 7, 2022, Special Meeting, Board of Commissioners, Open Meeting

8:32 a.m. The minutes from the September 7, 2022, Special Meeting, Board of Commissioners, Open Meeting, were provided in the Board meeting materials. A motion to approve the minutes, as presented was made by Commissioner Brown and seconded by Commissioner Gladney.

The motion passed unanimously.

7. Report of the President

8:32 a.m. President and Chief Executive Officer, Taulby Roach, stated that he had the opportunity to attend the Hospitality Superhero's event by Explore St. Louis/CVC (St. Louis Convention and Visitors Commission). He reported that two of the Agency's teams received Hospitality Superhero awards. Mr. Roach stated that the Arch team received an award for the job they do in welcoming visitors to the Arch. He reported that Michelle Conner, a Metro Transit security guard, received an award for assisting a customer during a running event in St. Louis who was visually impaired, and helped her so she could see the event. He stated that it is a great example of going above and beyond in customer service.

(Commissioner Golliday joined the meeting at approximately 8:34 a.m.)

Mr. Roach reported that, next week, he will be out of town, in Springfield, for the Missouri Public Transportation meeting. He stated that this year is unique in that this year the Agency has been successful in obtaining some Missouri funding. He stated that the Agency has always received great funding from the State of Illinois, and would love to get Missouri caught up.

Mr. Roach stated that he has been working over the past week with both, Jim Brown, our Federal lobbyist and the Jerry Costello Group, to secure the emergency funding relief under 5374 for FTA. He stated that they have found partners across the country to assist in adding language to the continuing resolution to secure this funding.

President and CEO Roach reported that the Metro Security Team has been named for two national awards: Outstanding Security Partnerships and Outstanding Security Team, within the United States. Mr. Roach commended Kevin Scott, General Manager Security, and his team for

the awards. He noted that Mr. Scott is currently out of the office; however, he read a quote from Mr. Scott as follows, “These awards belong to the women and men who are out there tirelessly on the Metro system every single day working to create a safer, more secure transit environment for our customers.” President and CEO Roach noted the dedication of Mr. Scott and his team in forming strong partnerships, and he stated that this is one of the greatest recognitions that the Agency could receive. Chair Simmons commended Mr. Scott for his hard work and dedication, and noted that Mr. Scott never wants to take credit for these achievements, but rather, gives the credit to his team.

8. Report of the Operations Committee

8:39 a.m. Commissioner Windmiller reported that a virtual meeting of the Operations Committee was held on August 19, 2022, at 8:30 a.m., and the draft minutes of that meeting are included in today’s meeting materials under Item #8. She stated that the Operations Committee approved one item, which is noted on today’s agenda as Item #13 - Contract Modification: Elevator Escalator Full Maintenance and Repair.

Commissioner Windmiller also noted that, at the August Committee meeting, an Operations Report, including a Workforce Update, was provided by Charles Stewart, Executive Director Metro Transit.

9. Report of the Audit, Finance, & Administration Committee

8:40 a.m. Commissioner Beach reported that a virtual meeting of the Audit, Finance, & Administration Committee was held on August 19, 2022, immediately following the Operations Committee Meeting, and the draft minutes of that meeting are included today’s meeting materials, under Item #9.

Commissioner Beach stated that the AFA Committee is introducing three (3) items on the Consent Agenda for consideration today, with the Committee’s recommendation of approval. Those items include Item # 12:

- A. Attracting and Retaining Talent (Resolution #1221)
- B. Contract Award: Diversity, Equity & Inclusion Consulting & Training Services for Anti-Bias, Anti-Racism Training (Resolution #1222)
- C. Board Policies, Chapter 30 – Audit, Finance, and Budget (Resolution #1223)

Commissioner Beach reported that, at the August meeting, several informational items were also presented to the Committee, including:

- Contract Award - Fare Collection Program Consultant
- Internal Audit Follow-Up Summary – 4th Quarter FY2022
- Internal Audit Status Report – 4th Quarter FY2022
- Internal Audit State Safety Oversight Status Report 2nd Quarter Calendar Year 2022
- Pension Plans, 401(k) Retirement Savings Program and OPEB Trust Investment Performance Update as of June 30, 2022
- Quarterly Financial Statements
- Treasurer's Report
- Procurement Report

Commissioner Beach stated that this concludes his report; however, he would like to take a moment for a brief announcement and acknowledgement. He reported that the Agency received notification on Wednesday, from the Government Finance Officers Association, that Bi-State Development has been awarded the Certificate of Achievement for Excellence in Financial Reporting for its annual comprehensive financial report for the fiscal year ended June 30, 2021. He stated that that this Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and on behalf of the Board of Commissioners, he would like to commend CFO, Tammy Fulbright, and her team for this achievement, and thank for her dedication and commitment to the Agency. Chair Simmons, Commissioner Windmiller, and President & CEO, Taulby Roach, commended Ms. Fulbright for this achievement.

10. Report of the Safety & Security Committee

8:44 a.m. Chair Simmons reported that a virtual meeting of the Safety and Security Committee was held on August 11, 2022, following a Special Meeting of the Board of Commissioners, and the draft minutes of that meeting are included in the Board Packet today under Item #10. He stated that, at the August meeting, staff provided a summary of the Task Force Report for the second quarter. An Executive Session was not held at the August Committee meeting.

11. Adjustment of Consent Agenda

8:44 a.m. Chair Simmons asked if there are any adjustments to the Consent Agenda. None were noted.

12. Consent Agenda Items

8:44 a.m. Consent Agenda Items:

- A. Attracting and Retaining Talent (Resolution #1221)
- B. Contract Award: Diversity, Equity & Inclusion Consulting & Training Services for Anti-Bias, Anti-Racism Training (Resolution #1222)
- C. Board Policies, Chapter 30 – Audit, Finance, and Budget (Resolution #1223)

A motion to approve the Consent Agenda Items: Item A., Item B., and Item C. as referenced in the Committee Reports and as outlined on the agenda, was made by Commissioner Beach and seconded by Commissioner Gladney.

The motion passed unanimously.

13. Contract Modification: Elevator Escalator Full Maintenance and Repair (Resolution #1224)

8:45 a.m. A briefing paper was provided in the meeting materials requesting that the Board of Commissioners approve a request to authorize the President & CEO to approve Contract Modification #4, for the continued maintenance and repair of the elevators and escalators that service MetroLink, to ThyssenKrupp Elevator in an amount not to exceed \$600,000.00 and extend the contract time period through December 31, 2022. Tom Curran, Executive Vice President-Administration, gave an overview of this item, noting that at the August 19, 2022, Operations Committee Meeting, the Committee approved a contract modification in an amount not to exceed \$600,000.00 and to extend the contract time period through November 30, 2022; however, after discussion with the contractor, management is now requesting that the contract time period be extended to December 31, 2022.

Chair Simmons posed questions regarding the Riverfront elevator situation. Darren Curry, Assistant Executive Director Transit Assets, stated that they are working hard to address the issues at the Grand and East Riverfront elevators. He noted that there is an engineer now dedicated to only elevators, and many issues have been uncovered. It was noted that the proposed extension of contract will allow the time necessary to draft a comprehensive scope of work for the upcoming RFP.

Commissioner Cox made a motion to approve this item, as presented. The motion was seconded by Commissioner Brown.

The motion passed unanimously.

14. Annual Approval of the Bi-State Development Public Transportation Agency Safety Plan (Resolution #1225)

8:49 a.m. A briefing paper was provided in the meeting materials regarding a request that the Board of Commissioners approve and adopt the annual update of the Bi-State Development Public Transportation Agency Safety Plan. President and CEO, Taulby Roach, noted that the Agency has received approval from the ATU regarding the proposed Safety Plan; therefore, he would like to seek Board approval of the Plan, in order to move forward with the union negotiations.

Commissioner Golliday made a motion to approve this item, as presented. The motion was seconded by Commissioner Johnson.

The motion passed.

15. Fare Discount - Daily Pass, Weekly Pass, and Monthly Pass (Resolution #1226)

8:51 a.m. A briefing paper was provided in the meeting materials regarding a request that the Board of Commissioners approve a permanent discount for a \$5.00 daily pass, and approve a pilot program for November through December 2022 that reduces the fare of a weekly pass, currently offered at \$27.00 to \$15.00, and a monthly pass that is currently offered at \$78.00 to \$50.00.

Tammy Fulbright, Executive Vice President and CFO, thanked the Board of Commissioners for their recognition of the Agency receiving the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting. She thanked the members of the Board for their comments, and she thanked her team, noting that this is truly a team effort. Ms. Fulbright gave an overview of the proposed discounts and pilot program, noting that during the pilot program for the \$5.00 daily pass, ridership doubled.

Commissioner Windmiller asked if the vote will include both the approval of the permanent discount for the daily pass, as well as the approval of the pilot program pertaining to the weekly and monthly passes. President and CEO Roach stated that vote will include both.

Commissioner Beach made a motion to approve this item, as presented. The motion was seconded by Commissioner Brown.

The motion passed unanimously.

16. Emergency Sole Source Contracts – Replacement of MetroLink DeBaliviere Signal House, Uninterruptible Power Source, and Automatic Transfer Switch at the Forest Park MetroLink Station

8:54 a.m. A briefing paper was provided in the meeting materials, informing the Board of Commissioners of emergency sole source contracts with Alstom, to replace Bi-State Development's (BSD) DeBaliviere Signal House, and with Daikin TMi, to replace the Uninterruptible Power Source (UPS) and Automatic Transfer Switch (ATS) at the Forest Park MetroLink Station. Tom Curran, Executive Vice President-Administration, gave an overview of this item. He noted that, Board Policy 50.010, Procurement and Contract Administration, (M)(1) states that the President & CEO may waive this policy under emergency conditions that jeopardize health and safety or that risk the interruption of service. He stated that, due to the emergency need for restoring full MetroLink light rail service, President & CEO, Taulby Roach, waived the normal procurement procedure for replacing these critical components of the MetroLink system. Chair Simmons noted that, per Board Policy, Mr. Roach notified him of the emergency waiver. This item was presented as information only, and no action of the Board is required.

17. Implementation of a 457(f) Executive Deferred Compensation Plan

8:57 a.m. A briefing paper was provided in the meeting materials for discussion of an executive deferred compensation plan to recognize and retain top tier talent. This is in response to the Board request for a proposed 457(f) deferred compensation plan. Diana Bentz, Vice President-Talent Management, and Dave Toben, Director of Benefits, provided additional information including language to modify the Board Policies to allow for creation of the plan, and the proposed details and structure of the plan.

Commissioner Gladney posed questions regarding which employees would be eligible to participate in the 457(f) plan. Ms. Bentz noted that the President/CEO and the four Executive Vice Presidents would be eligible for the plan. She stated that it was recommended that the Agency start small, with only the top executives; however, the Agency may choose to add additional employees over time. Commissioner Beach asked if the Agency has a 401(k) program for employees. Mr. Toben stated that there is a 401(k) plan available for salaried employees, IBEW, and some Call-A-Ride employees. Commissioner Windmiller posed questions regarding elective deferrals, asking if there is a risk of forfeiture if the employee chooses to leave the company. Mr. Toben noted they the funds are subject to risk of forfeiture. Commissioner Moore asked, given tax implications, if there is an opportunity for a ROTH. Mr. Toben noted that the 401(k) plan does have a ROTH option; however, the proposed 457(f) plan does not.

This item was provided as information only.

18. Unscheduled Business

9:11 a.m. Chair Simmons asked if there is any unscheduled business. President/CEO Roach noted that there is one item to be reviewed.

Memorandum of Understanding between Citizens for Modern Transit, St. Clair County Transit District and Bi-State Development for the Development of Transformation Project at the Belleville MetroLink Station and Bus Bays

9:11 a.m. A briefing paper was provided, requesting that the Board of Commissioners approve authorization for the President and CEO to execute a Memorandum of Understanding between Citizens for Modern Transit, St. Clair County Transit District and Bi-State Development for the transformation of the space between the MetroLink Station and the bus bays at the Belleville, MetroLink Station in Belleville, Illinois. President and CEO, Taulby Roach, gave a brief overview of this item, noting that this is the MOU between CMT, SCCTD and BSD to transform the space between the MetroLink Station and the bus bays at the Belleville MetroLink Station in Belleville, Illinois (City) into a first-rate, interactive, safe and fun space that will have a positive impact on the City, residents, their families and their communities, while promoting transit. Mr. Roach noted that the Agency will be doing a similar project on the Missouri side at North Hanley.

Commissioner Beach made a motion to approve this item, as presented. The motion was seconded by Commissioner Windmiller.

(Chair Simmons abstained.) The motion passed.

19. Operations Report

9:13 a.m. A Metro Service Performance Summary and Workforce Update were provided in the meeting materials. Chuck Stewart, Executive Director Metro Transit, gave a summary regarding ridership numbers, as well as a workforce shortage update. He noted that Metro is working to address the need to “right size” the organization, based off current ridership and ridership projections. Mr. Stewart reported that there will be a service adjustment in November, in order to match resources with the ability to provide reliable service, and reduce or eliminate missed trips. Mr. Stewart noted that Metro is currently in negotiations with the ATU. He stated that the meetings have been productive, and it is his hope to have the negotiations completed by the end of October. Commissioner Gladney noted the incentives that have already been put into place to attract and retain employees, and asked if other transit agencies are experiencing similar issues. Mr. Stewart stated that the situation is frustrating, and other transit agencies are experiencing the same issues. He added that it is key that Metro “right size” the transit organization. Commissioner Beach stated that unfortunately, this is a national issue. Commissioner Moore thanked Mr. Stewart for his efforts. Chair Simmons stated that he spoke with President/CEO Roach earlier this week and challenged him to continue with these efforts. He noted that the Board will be presented with some suggestions in the near future and some hard decisions. He commended Mr. Roach and Mr. Stewart for their efforts.

20. Call for the Dates for Future Meetings

9:30 a.m. Myra Bennett, Manager of Board Administration, noted the following upcoming meetings:

Safety & Security Committee:	Thursday	October 6, 2022	8:30 AM
Operations Committee Meeting:	Friday	October 14, 2022	8:30 AM
Audit, Finance & Administration:	Friday	October 14, 2022	Following OPS
Board of Commissioners Meeting:	Friday	November 18, 2022	8:30 AM

21. Adjournment to Executive Session for the purpose of discussing legal, confidential, or privileged matters, as permitted under Bi-State Development Board Policy, Chapter 10, Section 10.080; (D) (1) – Legal.

9:31 a.m. Chair Simmons stated that the only item for consideration for the Executive Session agenda is the Approval of the Minutes of the August 11, 2022, Special Meeting of the Board of Commissioners, Executive Session. The Committee Reports can be distributed electronically. If there are no corrections to these minutes, and no discussion is needed, the Board could proceed to a vote, without going into Executive Session.

Commissioner Cox made a motion to approve the minutes from the August 11, 2022, Special Meeting of the Board of Commissioners, Executive Session, as presented, as a closed record. The motion was seconded by Commissioner Windmiller. The poll of the Board being as follows:

Rose Windmiller – Yea
Vernal Brown – Yea
Sam Gladney – Yea
Nate Johnson – Yea

Herbert Simmons – Yea
Irma Golliday – Yea
Derrick Cox – Yea
Terry Beach – Yea
Debra Moore – Yea

The motion passed unanimously.

22. Adjournment

9:32 a.m. Chair Simmons asked if there was any further business, and being none, Commissioner Beach made a motion to adjourn the meeting. The motion was seconded by Commissioner Brown. Unanimous vote in favor taken. The motion passed, and the meeting was adjourned at approximately 9:33 a.m.

Deputy Secretary to the Board of Commissioners
Bi-State Development

**BI-STATE DEVELOPMENT
BOARD OF COMMISSIONERS SPECIAL MEETING
(Virtual Meeting)
OPEN SESSION MINUTES
October 14, 2022
8:30 AM**

Board Members Participating

Missouri

Sam Gladney, Vice Chair
Nate Johnson, Secretary
Vernal Brown
Rose Windmiller
Fred Pestello

Illinois

Herbert Simmons, Chair
Terry Beach, Treasurer
Derrick Cox
Irma Golliday
Debra Moore

Staff Participating

Taulby Roach, President and Chief Executive Officer
Barbara Enneking, General Counsel and Deputy Secretary
Myra Bennett, Manager of Board Administration
Brenda Deertz, Director Executive Services
Tammy Fulbright, Executive Vice President and CFO
Diana Bentz, Vice President – Talent Management
Dave Toben, Director of Benefits

Others Participating

Karen Snead, ASL Interpreter
Angelica Bechtold, ASL Interpreter

- 1. Open Session Call to Order**
8:30 a.m. Chair Simmons called the Open Session of the Special Meeting of the Bi-State Development Agency, Board of Commissioners to order at 8:30 a.m.
- 2. Roll Call**
8:30 a.m. Roll call was taken, as noted above.
- 3. Implementation of a 457(f) Executive Deferred Compensation Plan (Resolution #1228 and Resolution #1229)**
8:31 a.m. A briefing paper was included in the meeting materials regarding a request that the Board of Commissioners approve a 457(f) Executive Deferred Compensation Plan program,

including the 457(f) Deferred Compensation Plan Document and new Board Policy, Section 70.060, and waives tabling of the new Board Policy, Section 70.060, as provided in Article VI of the Bylaws, so that it is effective upon Board approval. Dave Toben, Director of Benefits, noted that Resolution #1228 would create a new section in Chapter 70 of the Board Policies, to allow for the creation of the plan, and Resolution #1229 would authorization of the plan itself. He stated that approval of both resolutions is needed to move forward with implementation of the plan.

Commissioner Windmiller made a motion to approve the item, as presented. The motion was seconded by Commissioner Cox.

The motion passed unanimously.

4. St. Clair County Operating Agreements & Lease & Bond Agreement (Resolution #1230)

8:33 a.m. A briefing paper was included in the meeting materials regarding a request that the Board of Commissioners approve the operating contracts with St. Clair County Transit District: Rail Service and Maintenance Agreement, Bus Service and Maintenance Agreement, and ATS Service and Maintenance Agreement and the Lease and Bond Agreement. President and CEO, Taulby Roach, gave a brief overview noting that, upon approval of the attached agreements by the Board of Commissioners, the agreements will be forwarded to the Saint Clair County Transit District next week for approval. Tammy Fulbright, Executive Vice President and CFO, stated that she would be happy to answer any questions that the Board may have.

Commissioner Golliday made a motion to approve the item, as presented. The motion was seconded by Commissioner Moore.

Chair Simmons abstained from the vote. The motion passed.

5. Adjournment

8:35 a.m. Chair Simmons asked if there was any further business, and being none, Commissioner Cox made a motion to adjourn the meeting. The motion was seconded by Commissioner Gladney. Unanimous vote in favor taken. The motion passed, and the meeting was adjourned at approximately 8:35 a.m.

Deputy Secretary to the Board of Commissioners
Bi-State Development

**BI-STATE DEVELOPMENT
OPERATIONS COMMITTEE MEETING
OPEN SESSION MINUTES
(Virtual Meeting)**

October 14, 2022, immediately following Special Meeting

Operations Committee Members participating via Zoom

Rose Windmiller, Chair
Derrick Cox
Irma Golliday
Vernal Brown

Other Commissioners participating via Zoom

Terry Beach
Herbert Simmons
Fred Pestello
Nate Johnson
Sam Gladney
Debra Moore

Staff participating via Zoom

Taulby Roach, President and Chief Executive Officer
Brenda Deertz, Director of Executive Services
Barbara Enneking, General Counsel
Myra Bennett, Manager of Board Administration
Thomas Curran, Executive Vice President – Administration
Tammy Fulbright, Executive Vice President, Chief Financial Officer
Crystal Messner, Chief Audit Executive
Charles Stewart, Executive Director Metro Transit
John Langa, Vice President Economic Development
Chris Poehler, Vice President Capital Programs
Jessica Gershman, Assistant Executive Director Planning & Systems

Others participating via Zoom

Karen Snead, ASL Interpreter
Angelica Bechtold, ASL Interpreter

1. Open Session Call to Order

8:36 a.m. Chair Windmiller called the Open Session of the Operations Committee Meeting to order at 8:36 a.m.

2. Roll Call

8:36 a.m. Roll call was taken, as noted above.

3. Public Comment

8:36 a.m. Chair Windmiller asked Myra Bennett, Manager of Board Administration, if any speaker cards had been received for today's meeting. Ms. Bennett noted that six (6) public comments card were submitted by Mr. Shannon Villa. Topics of speaker cards varied and included the following:

- Topic: No Response from Multiple Metro Leadership Persons
- Topic: Lyft Accommodations for Missed Trips
- Topic: Missed Trips and Separately "Loop Riding"
- Topic: Wellness Checks to Bus Operators Instead of To Passengers Who Need It More
- Topic: Poor 70 Grand Operations Continues
- Topic: Proposal to Present Issues from Observations to Metro and Board

Chair Windmiller acknowledged that the public comments had been distributed to the Board of Commissioners for review, are contained in the meeting materials, and are included on the website.

4. Approval of the Minutes of the August 19, 2022 - Operations Committee, Open Meeting

8:38 a.m. The minutes of the August 19, 2022, Operations Committee, Open Meeting were provided in the Committee packet. A motion to approve the minutes was made by Commissioner Golliday and seconded by Commissioner Brown. **The motion passed unanimously.**

5. 2022 Annual Surplus Property Holdings

8:39 a.m. A briefing paper was included in the meeting materials, presenting to the Operations Committee, for discussion, acceptance, and referral to the Board of Commissioners for approval, a report reaffirming and approving that the properties included in the meeting materials, noted as 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, gave an overview of this item.

A motion to approve this agenda item, as presented, was made by Commissioner Moore and was seconded by Commissioner Cox.

The motion passed unanimously.

6. Contract Modification and Time Extension - East Riverfront Stair Replacement Project

8:40 a.m. A briefing paper was included in the meeting materials, presenting to the Operations Committee for discussion, and referral to the Board of Commissioners for final approval, a request that the President & CEO approve Contract Modification No. 2 with The Harlan Company for the work at the East Riverfront MetroLink Station, in an amount not to exceed \$500,000.00, extending the total contract amount to \$1,236,300.00, and extending the contract completion date to May 1, 2023. Chris Poehler, Vice President Capital Programs, gave an overview of this item, noting that there have been some operational delays, as well as a site issue regarding the foundation, which has resulted in a request for a time and cost extension relating to this project. Mr. Poehler noted that the Agency would like to add additional work items to the contract including a soil liquefaction study and replacement of lighting and the tactile warning strip at the upper platform. Commissioner Cox posed questions regarding the original project

cost. Mr. Poehler reported that the original project cost was approximately \$700,000. Chair Windmiller asked how long the project will take to complete. Mr. Poehler stated that the project will take approximately 6-8 weeks.

A motion to approve this agenda item, as presented, was made by Commissioner Moore and was seconded by Commissioner Brown.

The motion passed unanimously.

7. Contract Modification: Microtransit Project Contract Extension

8:46 a.m. A briefing paper was included in the meeting materials, requesting that the Operations Committee accept, and forward to the Board of Commissioners for approval, a request that the President & CEO approve a contract modification, for the continued operation of the microtransit service pilot program through the end of the current contract year (May 31, 2023), in an amount not to exceed \$1,973,916. Jessica Gershman, Assistant Executive Director Planning & Systems, gave an overview of this item, noting that the original contract was for a 12-month pilot period as a base year, plus three option years, for BSD to renew at its discretion, at a not-to-exceed amount of \$5,866,886.00. She stated that the not to exceed amount was calculated based on a level of service for the base year, as the expectation for this pilot project was to test alternative mobility options that would complement the Agency's existing fixed route service throughout the region, with little to modest anticipated service growth. She noted that, since that time, the program has expanded due to pandemic and workforce shortages. Commissioner Windmiller asked for clarification of costs. Ms. Gershman stated that the Agency is requesting an additional \$1,973,916 to complete the current contract year, which ends May 31, 2023. Chair Windmiller posed questions regarding grant funding for the project. Ms. Gershman stated that the Agency has received approximately \$700,000 in grant funding.

A motion to approve this agenda item, as presented, was made by Commissioner Brown and seconded by Commissioner Cox.

The motion passed.

8. Sole Source Contract Award – Light Rail Vehicle Brake Caliper Overhaul

8:51 a.m. A briefing paper was included in the meeting materials, requesting that the Operations Committee accept, and forward to the Board of Commissioners for approval, a request to allow the President & CEO to enter into a sole source contract with Knorr Brake Company for light rail vehicle brake caliper overhaul services, for an amount not to exceed \$200,000.00 for four (4) base years. Tom Curran, Executive Vice President Administration, gave an overview of this item noting that Metro Transit operates and maintains a fleet of Light Rail Vehicles (LRV), and each LRV contains four Power Truck Brake Calipers and two Center Truck Brake Calipers. He stated that, as part of Metro's Reliability Centered Maintenance (RCM) program, Metro plans to overhaul brake calipers approximately every 800,000 miles. He noted that the Agency previously issued a solicitation for this service, and the contract was awarded to Knorr Brake; however the contract expired in 2021. Mr. Curran reported that a new competitive procurement process will be conducted in late 2022 or early 2023, once BSD has determined if a new contract is needed. He noted that, through the lifecycle of the existing fleet of LRVs, all brake calipers have been overhauled by the OEM exclusively. Chair Windmiller posed questions regarding the cost. Mr. Curran noted that the Agency is requesting \$200,000 for the four base years.

A motion to approve this agenda item, as presented, was made by Commissioner Beach and was seconded by Commissioner Cox.

The motion passed unanimously.

- 9. Second Amendment to the Second Memorandum between Bi-State and the City of St. Louis 8:53 a.m.** A briefing paper was included in the meeting materials, requesting that the Operations Committee accept, and refer to the Board of Commissioners for approval, the Second Amendment to the Second Memorandum of Agreement between BSD and the City of St. Louis, to permit BSD to locate the Riverboats on the Riverboat Mooring Site, the Dock Barge on the Dock Barge Mooring Site, and the Heliport on the Heliport Site, for a period of five years, until December 31, 2027. Barbara Enneking, General Counsel, gave an overview of this item, noting that the City has agreed to this amendment. Commissioner Cox stated that he participated in a tour of the Riverfront with the Agency in the past, and he is glad that the Agency decided to keep these services. He stated that he would like to see Bi-State Development invest in additional marketing for these attractions. President and CEO, Taulby Roach, stated that these attractions have done well this season, and agrees that additional marketing is needed in the region.

A motion to approve this agenda item, as presented, was made by Commissioner Cox and was seconded by Commissioner Golliday.

The motion passed unanimously.

- 10. Unscheduled Business 8:57 a.m. There was no unscheduled business.**

- 11. Operations Report 8:57 a.m.** An operations report for Metro Transit was included in the Committee packet. Charles Stewart, Executive Director Metro Transit, provided a summary of the report for the Committee, noting that service is slowly returning to pre-pandemic levels. He noted that a service adjustment is scheduled for November. Commissioner Moore asked what baseline the Agency is seeking to achieve. Mr. Stewart stated that the Agency is in the process of trying to determine the new “baseline”, as ridership has significantly changed since the pandemic, and there have also been significant changes, due to the workforce shortages. Chair Windmiller stated that she commends Mr. Stewart for his efforts to “right size” transit services, and asked if the Board will receive a report, prior to any final decisions. Mr. Stewart stated that yes, the Board will be briefed, prior to any decisions. Commissioner Simmons stated that he would like to commend Mr. Stewart and Ms. Fulbright for their hard work, and for working with Ken Sharkey (SCCTD) regarding transit service issues.

- 12. President/CEO Report 9:03 a.m.** Bi-State Development President/CEO, Taulby Roach, asked Mr. Stewart to provide an update on service related to the flood recovery process. Mr. Stewart gave an update regarding the Blueline MetroLink system. He noted that the Agency continues to work to secure some of the needed replacement parts, and have been informed that it may take six months to obtain some of the parts, due to supply shortages. He reported that progress is being made, and with the services changes in November, riders should experience much better connections. President and CEO

Roach stated that he has been pushing hard to get services restored. He stated that the bus to train, and the train to bus connections are critical to the reduction of wait times, and noted the improved Blueline service. He noted that the workforce shortage continues to affect the number of missed trips. Mr. Roach reported that staff continues to work hard to determine the new baseline regarding ridership, in order to create reliability in the transit service. He commended Mr. Stewart and his team for their work regarding these issues. Mr. Roach noted that this process is not only about current ridership. He noted the new reality of “work from home” and the effects it has had on transit service and ridership, and stated that we must attract new riders to the system.

Chair Windmiller asked the timeline for the Forest Park station repairs. Mr. Roach stated that the Blueline service should be restored in November; however, currently, the Agency is anticipating six to nine months for the signal house repairs. He noted that this is an important project, and the signal house is being relocated to higher ground, so as to avoid future flooding situations. Chair Windmiller stated that this is a critical station, and the Agency must get the operation up and running as soon as possible. She noted that she is receiving complaints regarding this situation. Mr. Roach stated that he will speak to Darren Curry, Assistant Executive Director Transit Assets, regarding the possibility of shortening the time line.

13. Call of Dates for Future Board and Committee Meetings

9:15 a.m. Myra Bennett, Manager of Board Administration, advised that the next meeting of the Board of Commissioners will be held on Friday, November 18, 2022, at 8:30 AM.

14. Adjournment to Executive Session

9:16 a.m. Chair Windmiller noted that the only item for consideration on the Executive Session agenda is the Approval of the Minutes of the August 19, 2022, Operations Committee, Executive Session Meeting. She stated that, if there are no corrections to the minutes, and if there is no discussion regarding these minutes, the Committee could proceed to a vote, without going into Executive Session.

Commissioner Brown made a motion to approve the minutes of the August 19, 2022, Operations Committee, Executive Session Meeting, as presented, as a closed record. The motion was seconded by Commissioner Pestello.

A roll call vote was taken as follows:

Sam Gladney – Yea
Nate Johnson – Yea
Fred Pestello – Yea
Vernal Brown – Yea
Rose Windmiller – Yea

Herbert Simmons – Yea
Terry Beach – Yea
Irma Golliday – Yea
Derrick Cox – Yea
Debra Moore – Yea

The motion passed unanimously.

15. Adjournment

8:17 a.m. Chair Windmiller asked if there was any further business. Commissioner Simmons stated that he would like to wish Commissioner Golliday a happy birthday this month. Being no other business, Commissioner Golliday made a motion to adjourn the meeting. The motion was

seconded by Commissioner Moore. Unanimous vote in favor taken. The motion passed, and the meeting was adjourned at approximately 9:18 a.m.

Deputy Secretary to the Board of Commissioners
Bi-State Development

**BI-STATE DEVELOPMENT
AUDIT, FINANCE & ADMINISTRATION COMMITTEE MEETING
OPEN SESSION MINUTES
(Virtual Meeting)
October 14, 2022**

Immediately following Operations Committee Meeting

Audit, Finance & Administration Committee Members participating via Zoom

Terry Beach, Chair
Herbert Simmons
Fred Pestello – Absent
Nate Johnson
Sam Gladney
Debra Moore

Other Commissioners participating via Zoom

Rose Windmiller, Chair
Derrick Cox
Irma Golliday
Vernal Brown

Staff participating via Zoom

Taulby Roach, President and Chief Executive Officer
Brenda Deertz, Director of Executive Services
Barbara Enneking, General Counsel
Myra Bennett, Manager of Board Administration
Thomas Curran, Executive Vice President – Administration
Tammy Fulbright, Executive Vice President, Chief Financial Officer
Crystal Messner, Chief Audit Executive
Charles Stewart, Executive Director Metro Transit
Kathy Brittin, Director of Risk and Absence Management

Others participating via Zoom

Karen Snead, ASL Interpreter
Angelica Bechtold, ASL Interpreter

1. Open Session Call to Order

9:19 a.m. Chair Beach called the Open Session of the Audit, Finance & Administration Committee Meeting to order at 9:19 a.m.

2. Roll Call

9:19 a.m. Roll call was taken, as noted above.

3. Public Comment

9:19 a.m. Myra Bennett, Manager of Board Administration, noted that no public comments were received for today's meeting.

4. Minutes of the August 19, 2022, Audit, Finance & Administration Committee, Open Meeting

9:19 a.m. Chair Beach noted that the minutes of the August 19, 2022, Audit, Finance & Administration Committee, Open Meeting, were provided in the Committee packet. A motion to approve the minutes was made by Commissioner Windmiller and was seconded by Commissioner Cox.

The motion passed unanimously.

5. Sole Source - Hardware and Software Maintenance

9:20 a.m. A briefing paper was included in the meeting materials, presenting to the Operations Committee, for discussion, acceptance, and referral to the Board of Commissioners for approval, a request for sole source contracts for Hardware and Software Maintenance as budgeted for FY 2023. Tom Curran, Executive Vice President - Administration, gave an overview of this item. He noted that the Agency's FY 2023 Operating Budget allocates approximately \$3,598,000 for costs associated with hardware and software maintenance contracts. He noted that most of the contracts are less than \$100,000 per year, and therefore, do not require approval by the Board of Commissioners; however, the following providers' annual costs are anticipated to exceed the \$100,000 threshold, which require Board approval: Giro, Indra, Kronos, Oracle, Scheidt and Bachmann, and Trapeze. Mr. Curran reported that the sum of these FY 2023 annual contracts, indicate a decrease of 18% from the FY 2022 contracts. Commissioner Cox posed questions regarding the decrease in cost. Mr. Curran stated that the decrease is primarily due to the recent change of vendors for Oracle support services.

A motion to accept this agenda item, as presented, and recommend it to the Board of Commissioners for approval, was made by Commissioner Moore and was seconded by Commissioner Brown.

The motion passed unanimously.

6. Contract Modification - Talent Management Solution

9:23 a.m. A briefing paper was included in the meeting materials regarding a request that the Committee accept, and forward to the Board of Commissioners for approval, a request to authorize the President & CEO to approve a contract modification with SABA Halogen Software Inc. to extend the contract period of performance from November 30, 2022 to November 30, 2023, and an additional cost of \$185,544.44 to cover the extended timeframe will be incorporated into the contract. Tom Curran, Executive Vice President – Administration, gave an overview of this item.

A motion to accept this agenda item, as presented, and recommend it to the Board of Commissioners for approval, was made by Commissioner Windmiller and was seconded by Commissioner Beach.

The motion passed unanimously.

7. IAD Audit Follow-Up Summary - 1st Quarter FY 2023

9:25 a.m. A briefing paper was included in the meeting materials regarding this item. Crystal Messner, Chief Audit Executive, gave an overview of this item, noting that 55% of the items have been closed.

8. IAD Status Report - 1st Quarter FY 2023

9:26 a.m. The Internal Audit Status Report for first quarter FY 2023 was included in the meeting materials. Crystal Messner, Chief Audit Executive, gave an overview of this item, noting that the System Access Review Audit, Physical Access Review Audit, Executive Card Program Audit, and Healthcare Claims Audit have been completed and will be presented in Executive Session at today's meeting. She also noted that the Arch and Riverboats Ticket Sales audit is progressing as expected, and IAD is in the planning stages of a special project regarding the Metro Pass Unit, to review the various divisions of the program including the MetroStore, Pass Unit, U-Pass/Marketing, and the Transit Cell Phone App. Ms. Messner stated that the IAD has begun the requisition process for the Quality Audit Review (QAR), or peer review, of the IAD Department as required to be performed every five (5) years per the Institute of Internal Auditors. She stated that staff is working with The Institute of Internal Auditors Quality Services team who has provided a proposal for its services. The review is tentatively scheduled to begin in January 2023.

9. Internal Audit State Safety Oversight Status Report – 3rd Quarter Calendar Year 2022

9:27 a.m. The Internal Audit State Safety Oversight Status Report for the third quarter, Calendar Year 2022, was included in the meeting materials. Crystal Messner, Chief Audit Executive, gave an overview of this item, noting that all third quarter proposed activities were accomplished. She stated that the IAD is currently continuing collaboration with Safety and management to monitor the progress monthly for all open SSO and SCADA CAPs, and reported that management successfully closed two CAPs. She reported that the 2022 IAD SSO Internal Audit schedule is currently on target. She noted that external and internal audit customers, including the BSSO, participated in the onsite 2022 SSO Audit Fieldwork and Interview Meetings September 13-15, 2022. Supplemental audit document requests were sent out after conclusion of fieldwork, and the draft audit report is expected mid-November. Ms. Messner noted that, due to excessively low staffing within all BSD departments involved, there are expected delays for the supplemental documentation requests and draft audit reports.

Item 7., Item 8., and Item 9. were presented as information only.

10. Treasurer's Report

9:28 a.m. A Treasurer's Report was included in the meeting materials. Tammy Fulbright, Executive Vice President and CFO, gave a summary of the report. She noted that, as of August 31, Bi-State purchased \$4 million in investments during the quarter ending September 30. The average term of new investments was 731 days, and the average yield was 3.38%. She also provided an update regarding the Fuel Hedging program, noting that the price per gallon was \$1.35, and \$1.74 per gallon was budgeted. This item was presented as information only.

11. Quarterly Treasury Safekeeping Accounts Audit, ending June 30, 2022

9:30 a.m. A quarterly treasury safekeeping accounts audit for the period ending June 30, 2022, was included in the meeting materials. Crystal Messner, Chief Audit Executive, stated that the IAD performed an examination of each bank/safekeeping custodian's account confirmations as compared with the fair values for each investment presented in the Treasurer's Report dated June 30, 2022. She reported that the IAD has determined that the Safekeeping Accounts exist, and the respective balances and credit ratings reported in the Treasurer's Report as of June 30, 2022 are fairly presented. This item was presented as information only.

12. Procurement Report

9:31 a.m. A Procurement Report was included in the meeting materials regarding this item. Thomas Curran, Executive Vice President Administration, gave an overview of this item. He reported that First Quarter FY 2023 Non-Competitive Procurements totaled \$14,955,188, or 42.5%, of the total purchase order commitment volume. He noted that Non-Competitive Procurements totaled \$38,922,730, or 24.8%, of the total procurement spend during the last twelve months. This item was presented as information only.

13. Update on Risk Management Insurance Program

9:33 a.m. A briefing paper providing an update on the Risk Management Insurance Program was included in the meeting materials regarding this item. Kathy Brittin, Director of Risk and Absence Management, gave an overview of this item. She reported that the Agency annually reviews and renews coverage on July 1st of each fiscal year. She stated that, in consultation with Alliant, the Agency markets some coverage lines, depending on market conditions and changes in operating exposures. Ms. Brittin reported that the market conditions continue to be difficult but are lightening up slightly, and most lines of coverage are seeing slight to moderate premium increases (8% - 15%). She stated that the coverage lines for FY23 that were a challenge included Cyber and the Riverboats Marine program. Ms. Brittin reported a 10% decrease in Excess Liability insurance premiums. She noted that the total insurance program for FY23, came in below last year and below budget. The total premiums decreased by just under \$10,000 and was 19% below the budget forecast. This item was presented as information only.

14. Unscheduled Business

9:37 a.m. There was no unscheduled business.

15. President/CEO Report

9:37 a.m. President and CEO, Taulby Roach, noted a continuing theme through the Agency. He noted Ms. Messner's scheduling of upcoming audits, which are in line with projects that the Agency is working on. He noted upcoming audit functions for apps and fare medium, which run parallel to the development of the Secure Platform Project. Mr. Roach noted Ms. Brittin's update included the importance of Cyber insurance, which runs parallel to Ms. Messner's audit reviews and penetration studies that will be discussed in Executive Session. Mr. Roach stated that it is important that we are "one" BSD, working with the same focus, working towards the same goals and parallel objectives.

Chair Beach noted that he held a meeting with Chief Audit Executive, Crystal Messner, on Tuesday. He stated that it was a very informative meeting, and many issues were discussed. He noted that many of these issues will be discussed in Executive Session.

16. Call of Dates for Future Board and Committee Meetings

9:40 a.m. The next Board of Commissioners Meeting will be held on Friday, November 18, 2022, at 8:30 a.m.

17. 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) ; Personnel under §10.080(D)(3); and Auditors under §10.080(D)(10).

9:41 a.m. Chair Beach 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; and (D) (10) – Auditors.

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

Rose Windmiller – Yea
Vernal Brown – Yea
Sam Gladney – Yea
Nate Johnson – Yea

Terry Beach – Yea
Derrick Cox – Yea
Irma Golliday – Yea
Herbert Simmons – Yea
Debra Moore – Yea

The motion passed unanimously, and the Committee moved into Executive Session at 9:42 a.m. (Commissioner Cox left the meeting at approximately 9:43 a.m.)

18. Reconvene to Open Meeting

10:09 a.m. The Committee reconvened to the Open Meeting at approximately 10:09 a.m.

Commissioner Moore made a motion to approve the minutes from the August 19, 2022, Audit, Finance & Administration, Executive Session, as a closed record. The motion was seconded by Brown.

Rose Windmiller – Yea
Vernal Brown – Yea
Sam Gladney – Yea
Nate Johnson – Yea

Terry Beach – Yea
Herbert Simmons – Yea
Irma Golliday – Yea
Debra Moore – Yea

The motion passed unanimously.

Commissioner Windmiller made a motion to approve the Draft Executive Card Audit Report, as presented. The motion was seconded by Commissioner Brown.

Rose Windmiller – Yea
Vernal Brown – Yea
Sam Gladney – Yea
Nate Johnson – Yea

Terry Beach – Yea
Herbert Simmons – Yea
Irma Golliday – Yea
Debra Moore – Yea

The motion passed unanimously.

Commissioner Golliday made a motion to approve the Draft Healthcare Claims On-Call Audit Report, as presented. The motion was seconded by Commissioner Windmiller.

Rose Windmiller – Yea
Vernal Brown – Yea
Sam Gladney – Yea
Nate Johnson – Yea

Terry Beach – Yea
Herbert Simmons – Yea
Irma Golliday – Yea
Debra Moore – Yea

The motion passed unanimously.

Commissioner Windmiller made a motion to approve the Draft Physical Access Review Audit Report, as presented. The motion was seconded by Commissioner Brown.

Rose Windmiller – Yea
Vernal Brown – Yea
Sam Gladney – Yea
Nate Johnson – Yea

Terry Beach – Yea
Herbert Simmons – Yea
Irma Golliday – Yea
Debra Moore – Yea

The motion passed unanimously.

Commissioner Golliday made a motion to approve the Draft Systems Access Review Audit Report, as presented. The motion was seconded by Commissioner Gladney.

Rose Windmiller – Yea
Vernal Brown – Yea
Sam Gladney – Yea
Nate Johnson – Yea

Terry Beach – Yea
Herbert Simmons – Yea
Irma Golliday – Yea
Debra Moore – Yea

The motion passed unanimously.

Commissioner Brown made a motion to accept, and forward to the Board of Commissioner for approval, the write off of the St. Louis Regional Freightway intercompany accounts payable balance, per Governmental Accounting Standards Board No. 34, Paragraph 112, Section 1(a)., as presented. The motion was seconded by Commissioner Windmiller.

Rose Windmiller – Yea
Vernal Brown – Yea
Sam Gladney – Yea
Nate Johnson – Yea

Terry Beach – Yea
Herbert Simmons – Yea
Irma Golliday – Yea
Debra Moore – Yea

The motion passed unanimously.

Commissioner Golliday made a motion to approve accept, and forward to the Board of Commissioner for approval, the Draft Year End Financial Audit, as presented. The motion was seconded by Commissioner Simmons.

Rose Windmiller – Yea
Vernal Brown – Yea

Terry Beach – Yea
Herbert Simmons – Yea

Sam Gladney – Yea
Nate Johnson – Yea

Irma Golliday – Yea
Debra Moore – Yea

The motion passed unanimously.

19. Adjournment

10:15 a.m. Chair Beach asked if there was any further business, being none, Commissioner Windmiller made a motion to adjourn the meeting. The motion was seconded by Commissioner Brown. Unanimous vote in favor taken. The motion passed, and the meeting was adjourned at approximately 10:15 a.m.

Deputy Secretary to the Board of Commissioners
Bi-State Development

**BI-STATE DEVELOPMENT
SAFETY AND SECURITY COMMITTEE MEETING
(VIRTUAL MEETING VIA ZOOM)
OPEN SESSION MINUTES
October 6, 2022
8:30 AM**

Committee Members Participating via Zoom

Rose Windmiller – Absent
Vernal Brown – Absent
Fred Pestello

Herbert Simmons, Chair
Derrick Cox
Irma Golliday

Other Commissioners Participating via Zoom

Sam Gladney
Nate Johnson

Terry Beach
Debra Moore – joined the meeting at 8:32 a.m.

Staff Participating via Zoom

Taulby Roach, President and Chief Executive Officer
Brenda Deertz, Director of Executive Services
Barbara Enneking, General Counsel
Myra Bennett, Manager of Board Administration
Charles Stewart, Interim Executive Director Metro Transit
Tom Curran, Executive Vice President Administration
Kevin Scott, General Manager Security
Andrew Ghaissi, General Manager Safety, Chief Safety Officer

Others Participating via Zoom

Tyler Duke, ASL Interpreter
Rachel Priscu, ASL Interpreter
Jim Wallis, Business Director, Chestnut Health
Justin Sobeck, MoDOT
Alexis Billingslea, IDOT
Lindbergh Askew, IDOT

1. Open Session Call to Order

8:30 a.m. Chair Simmons called the Open Session of the Bi-State Development Agency, Safety and Security Committee Meeting to order at 8:30 a.m.

2. Roll Call

8:30 a.m. Roll call was taken, as noted above.

3. Public Comment

8:30 a.m. Chair Simmons asked Myra Bennett, Manager of Board Administration, if any speaker cards were submitted for today's meeting. Ms. Bennett noted that no public comments were

submitted pertaining to today's meeting; however, public comments have been received pertaining to the Operations Committee, and those comments will be included in the materials for next Friday's meeting.

4. Approval of the Minutes of the August 11, 2022, Safety & Security Committee, Open Meeting

8:31 a.m. The draft minutes of the August 11, 2022, Safety & Security Committee, Open Meeting, were provided in the Committee packet.

A motion to approve the minutes was made by Commissioner Cox and was seconded by Commissioner Golliday.

The motion passed unanimously.

5. Presentation - "Get Help Application" Program

8:32 a.m. (Commissioner Moore joined the meeting at 8:32 a.m.)

Kevin Scott, General Manager Security, introduced Jim Wallis, Business Director for Chestnut Health, who provided a presentation regarding the "Get Help Application". Mr. Wallis stated that this has been an exciting initiative. He stated that the clinicians are coming into contact with over 300 individuals per month, across the various jurisdictions. He reported that two-thirds of the individuals are either unhoused or homeless, and in need of those types of resources; the rest of the issues are mainly mental health or substance abuse issues. Mr. Wallis stated that it is the team's job to build relationships and connect these individuals to services. Emily Schlagel leads the team. He stated that, for the past year, the data that has been collected is maintained in numerous spreadsheets, but they are now fostering a relationship with the "Get Help" program. He noted that this is a national program that has worked extensively with the unhoused population, and includes real time dashboards to show insights for outreach.

Kevin Scott, General Manager-Security, stated that, as a reminder, the relationship with Chestnut Health began in 2020, in St. Clair County, with a team of two clinicians. He stated that this program was so successful and had such a positive review, the Agency submitted a request to the Board of Commissioners to expand that project into Missouri. Mr. Scott noted that since that time, St. Clair County has added an additional team to the program, and he noted that this program is gaining outside attention.

Chair Simmons asked what hours the services are offered. Mr. Wallis stated that the clinicians in Illinois are available Monday through Friday, with the first shift working 8:00 a.m. until 4:00 or 5:00 p.m., and the second team working 6:00 to 2:00 or 1:00 to 9:00. He stated that he would love to be able to offer those hours in Missouri as well. Chair Simmons stated that he understands that there were some "growing pains" in the beginning of the program, and asked the current status. Mr. Scott reported that Chestnut Health has built a relationship with the Agency contract security team and with our Police partners. Commissioner Cox stated that he thinks that this is a great program, and posed questions regarding the rate of individuals accepting treatment and the issues regarding the homeless population. Mr. Wallis indicated that the new data platform will help track outcomes. He noted that a specific discussion was held with the City of St. Louis yesterday regarding the homeless population. The City is working to build capacity, to get people into shelters as quickly as possible. Mr. Scott stated that it is the goal to be able to address these issues through one seamless system. Chair Simmons noted that a quarterly report would be helpful. Commissioner Cox noted that, in Madison County, there is nowhere for the

homeless to go. Commissioner Beach stated that he and Commissioner Moore have had experience in housing the homeless population, and funds are available for all of the region. Commissioner Golliday stated that she feels this is an excellent program. Commissioner Moore stated that, in light of the weather changes, is security addressing the issue of the homeless using the public transit system as temporary housing. Mr. Scott stated that it is against Agency policy for individuals to use the system as “housing”; however, many individuals purchase “all day passes”. Chestnut Health will now be able to bring additional resources. Commissioner Moore stated that she has been given a tour by Mr. Scott, and she is impressed with Chestnut Health staff’s ability to interact and connect with the riders.

6. Extension of Contract between Chestnut Health Systems, INC and Bi-State Development Agency for Transit Client Engagement Services

8:54 a.m. A briefing paper was provided in the meeting materials, regarding a request that the Committee accept, and refer to the Board of Commissioners for approval, a request for an Extension of Contract between Chestnut Health Systems, INC and Bi-State Development Agency for Transit Client Engagement Services. Kevin Scott, General Manager Security, gave an overview of this item, noting that the contract between Chestnut Health and the Agency, for services in Missouri, will expire on December 1st. He noted that the Agency is requesting a two year contract extension. Chair Simmons asked if the Missouri and Illinois contracts expire at the same time. Mr. Scott stated they currently do not; however, it is the goal to get both the Illinois and Missouri agreements, under the same contract in the future. He noted that the Illinois contract expires in March 2023, and it would be appropriate to amend the contracts at that time, into one agreement. Chair Simmons stated that this is a worthwhile program and he thanked Kevin Scott and Ken Sharkey for their work and cooperation on this project.

A motion to approve the item as submitted was made by Commissioner Pestello and seconded by Commissioner Cox.

The motion passed.

7. Bi-State Safety Oversight: 2022 Annual Update

8:59 a.m. (Commissioner Gladney and Commissioner Pestello left the meeting at 9:00 a.m.) Andrew Ghaissi, General Manager Safety, Chief Safety Officer introduced Justin Sobek (MoDOT), Alexis Billingslea (IDOT) , and Lindbergh Askew (IDOT) who provided an overview and PowerPoint presentation to the Committee regarding 2022 updates for Bi-State Safety Oversight. Chair Simmons thanked everyone for the detailed report, and asked if any department was found to be lacking. Mr. Sobek stated that no, the Agency has been found to use best industry practices. Ms. Billingslea stated that no transportation agency is perfect; however, it has been her experience that when Bi-State Development finds that there is something wrong, they implement policy to correct it, and the Agency has a great safety culture.

Chair Simmons asked for a motion to approve the BSSO 2022 Annual Update. The motion was made by Commissioner Cox and was seconded by Commissioner Johnson.

The motion passed unanimously.

8. Unscheduled Business

9:24 a.m. There was no unscheduled business.

9. President/CEO Report

9:24 a.m. President and Chief Executive Officer, Taulby Roach, commended staff for their strong working relationships with the State of Illinois and State of Missouri regarding Bi-State Safety Oversight updates.

10. Call for the Dates of Future Board & Committee Meetings

9:25 a.m. Myra Bennett, Manager of Board Administration, noted upcoming meetings as follows:

Operations Committee Meeting:	Friday, October 14, 2022	8:30 AM
Audit, Finance & Administration Committee:	Friday, October 14, 2022	Following OPS
Board of Commissioners Meeting:	Friday, November 18, 2022	8:30 AM

11. Motion to move Executive Session

9:25 a.m. Chair Simmons 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) (11) – Security, and (D) (16) – Rail, Bus or Facilities Safety and Accidents.

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

Nate Johnson – yea	Herbert Simmons – yea
	Derrick Cox – yea
	Irma Golliday – yea
	Debra Moore – yea
	Terry Beach – yea

The motion passed unanimously, and the Committee moved into Executive Session at approximately 9:26 a.m.

12. Reconvene to Regular Meeting

10:01 a.m. The Committee reconvened to the Regular Meeting at approximately 10:01 a.m.

Chair Simmons asked for a motion of the Safety and Security Committee in support of the establishment of a CCTV management and maintenance plan, housed and reportable through the Safety and Security Departments, as described in the report provided by Kevin Scott, General Manager of Security. Commissioner Cox made the motion, as noted above. The motion was seconded by Commissioner Moore. A roll call vote was taken as follows:

Nate Johnson – yea	Herbert Simmons – yea
	Derrick Cox – yea
	Irma Golliday – yea
	Debra Moore – yea
	Terry Beach – yea

The motion passed unanimously.

13. Adjournment

10:02 a.m. Chair Simmons asked if there was any further business; being none, Commissioner Cox made a motion to adjourn the meeting. The motion was seconded by Commissioner Golliday. Unanimous vote in favor was taken. The motion passed unanimously, and the meeting was adjourned at approximately 10:02 a.m.

Deputy Secretary to the Board of Commissioners
Bi-State Development

**Bi-State Development Agency
Board of Commissioners
Open Session Agenda Item
November 18, 2022**

From: Taulby Roach, President & CEO
Subject: **Extension of Contract between Chestnut Health Systems, INC and Bi-State Development Agency for Transit Client Engagement Services**
Disposition: Approval
Presentation: Kevin Scott, General Manager of Security

Objective:

To present to the Board of Commissioners for approval, the First Amendment to Agreement (2 year extension) for Transit Client Engagement Services with Chestnut Health Systems, INC to provide comprehensive behavioral health services, directly connecting riders/customers with appropriate Chestnut services or warm transfer to alternate service providers. This agreement will allow for two (two person) clinician teams focusing their resources at two transit centers: The North Hanley Transit Center and the Civic Center Transit Center.

Background:

The focus of a comprehensive Metro Transit public safety platform recognizes that there is a significant need to engage Riders/Customers in need with behavioral health services, to improve the health and safety of Riders/Customers on the Metro Transit System. Only focusing on security enforcement measures can simultaneously fail to address the underlying health determinants responsible for many safety concerns, while decreasing a sense of safety in our Metro Transit community. This model mimics the highly success pilot program already in place on the MetroLink Alignment within the St. Clair County Transit District, with the same provider (Chestnut Health Systems, INC).

Analysis:

By paring Chestnut Health Crisis Teams with Metro Transit security personnel, we are taking a proactive public health approach to Metro Transit System rider safety. We are proposing that adding this initiative to the Metro Transit System's existing security improvement efforts will increase rider security and experience, while tangibly improving the community's perception of the Metro Transit System. Data collection/metrics will be established to measure impact of this program.

Previous Action:

The Safety and Security Committee approved this item, as presented, at their meeting on October 6, 2022.

Board Action Requested:

The Safety and Security Committee recommends that the Board of Commissioners approve an Amendment allowing the Bi-State President and CEO to authorize an Extension of Contract between Chestnut Health Systems, INC and Bi-State Development Agency for Transit Client Engagement Services, in a total not to exceed amount of \$790,000.

Attachments:

- Draft of the First Amendment to Agreement for Transit Client Engagement Services with Chestnut Health Services, INC.

Funding Source:

Metro Transit Public Safety Security Budget.

FIRST AMENDMENT TO AGREEMENT FOR TRANSIT CLIENT ENGAGEMENT SERVICES

This **FIRST AMENDMENT TO AGREEMENT FOR TRANSIT CLIENT ENGAGEMENT SERVICES** (this “First Amendment”) is made this 20th day of September 2022, by and between **CHESTNUT HEALTH SYSTEMS, INC.**, an Illinois not-for-profit corporation (“Chestnut”), and **BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT** (“Metro Transit”).

WHEREAS, Chestnut and Metro Transit are parties to that certain Agreement for Transit Client Engagement Services dated October 1, 2021 (the “Agreement”); and

WHEREAS, Chestnut and Metro Transit wish to amend certain terms of the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **EFFECTIVE DATE.** This First Amendment shall be effective as of December 1, 2022.

2. **AMENDMENTS.**

2.1 The Term, as defined in Section 10.1 of the Agreement, shall be extended for a period of twelve (24) months, commencing on December 1, 2022 and ending on December 1, 2024.

2.2 The following compensation structure shall be added to Exhibit C to the Agreement titled, “Compensation”: “In accordance with Section 5.2 of the Agreement, Metro Transit shall pay Chestnut Three Hundred Ninety Thousand Dollars (\$390,000.00) for the services rendered during December 1, 2022 through November 30, 2023. Metro Transit shall pay Chestnut Four Hundred Thousand Dollars (\$400,000.00) for the services rendered during December 1, 2023 through November 30, 2024. These compensation amounts are estimates only; monthly invoices will reflect actual amounts due to Chestnut, pursuant to the terms of each invoice.”

3. **MISCELLANEOUS.** This First Amendment contains all of the agreements of the parties hereto with respect to the subject matter hereof and no prior agreement or understanding pertaining to any such matters shall be effective for any purpose. To the extent of any conflict between the Agreement and this First Amendment, this First Amendment shall control. No provision of this First Amendment shall be modified in any matter whatsoever except by agreement in writing by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed this **FIRST AMENDMENT TO AGREEMENT FOR TRANSIT CLIENT ENGAGEMENT SERVICES** as of the date first set forth above.

CHESTNUT:

Chestnut Health Systems, Inc.

By: _____

Name: Puneet Leekha

Title: Chief Operating Officer and General Counsel

METRO TRANSIT:

**Bi-State Development Agency of The
Missouri-Illinois Metropolitan District**

By: _____

Name: _____

Title: _____

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
MODIFYING A CONTRACT WITH CHESTNUT HEALTH SYSTEMS, INC
FOR TRANSIT CLIENT ENGAGEMENT 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, Sections G. requires that the Board of Commissioners approve modifications which increase the previously approved cost of the contract or extend the contract performance period beyond 180 days; and

Whereas, the focus of a comprehensive Metro Transit public safety system recognizes that there is a significant opportunity to engage Riders/Customers in need with behavioral health services and to improve the health and safety of Riders/Customers on the Metro Transit System; and

Whereas, by paring Chestnut Health Crisis Teams with Metro Transit security personnel, the Agency is taking a proactive public health approach to Metro Transit System rider safety; and

Whereas, the Agency proposes that adding this initiative to the Metro Transit System’s existing security improvement efforts will increase rider security and experience, while tangibly improving the community’s perception of the Metro Transit System; and

Whereas, it is feasible, necessary and in the public interest for the Agency for the Board of Commissioners to authorize the President and CEO to authorize an Extension of Contract between Chestnut Health Systems, INC and Bi-State Development Agency for Transit Client Engagement Services, in a total, not to exceed amount of \$790,000, 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 Modifications of the Contract. The Board of Commissioners hereby authorizes the President and CEO to authorize an Extension of the Contract between Chestnut Health Systems, INC and Bi-State Development Agency for Transit Client Engagement Services, in a total, not to exceed amount of \$790,000, 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 Chestnut Health Systems, 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 Executive 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 18th day of November, 2022.

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

**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 Executive 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 18th day of November, 2022.

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

Table 1. 2022 Annual Surplus Property Holdings (General Description Section is a Synopsis of the Materials in the Excess Property Book)

BSD Parcel Number	Location / Area	General Description
<i>Transit-related parcels</i>		
ID802.01F	East Riverfront Area	2.3 acres along Riverfront Drive, potential disposition with IDOT Route 3 upgrades
02-21.0-119-015 (St. Clair County parcel number)	East St. Louis	0.42 acres, L shaped parcel, could be part of an assemblage
SO1RW144	5 th & Missouri Area	0.04 acres, could be part of an assemblage
SO1RW107	5 th & Missouri Area	1.6 acres, could be part of an assemblage, at 5 th and Broadway in downtown
1D003.00F-02, 1D001.00F-02	5 th & Missouri Area	1.4 acres, 2 parcels, a portion could be part of an assemblage
1D012.00F-02, 1P013.00F-02, 1P014.00F-02	5 th & Missouri Area	0.3 acres, landlocked, 3 parcels could be part of an assemblage
1P024.01F-02	5 th & Missouri Area	0.08 acres, could be part of an assemblage
1P026.00F-02	5 th & Missouri Area	0.14 acres, could be part of an assemblage
1P028.00F-2, 1P029.00F-02, 1P031.00F-02, 1P032.00F-02, 1P033.00F-02, 1P034.00F-02, 1P035.00F-02	Emerson Park Area	0.87 acres, 7 parcels, thin triangular strip, could be part of an assemblage
1P036.00F-02	Emerson Park Area	0.18 acres, could be part of an assemblage
1P038.00F-02, 1P039.00F-02	Emerson Park Area	0.38 acres, 2 parcels, along N. 6 th Street, could be part of an assemblage
1P041.00F-02, 1P042.00F-02	Emerson Park Area	0.17 acres could be part of an assemblage, 2 parcels
1P044.00F-02	Emerson Park Area	0.21 acres, could be part of an assemblage
1P046.01F-02, 1P047.01F-02, 1P048.00F-02, 1P049.01F-02, 1P049.02F	Emerson Park Area	5 parcels, along North 7 th Street, less than an acre, could be part of an assemblage
1P048.00F-00, 1P050.02F-02	Emerson Park Area	0.28 acres, 2 parcels, could be part of an assemblage
1D053.01F-02, 1P053.01F-02, 1P052.02F-02, 1P054.01F-02, 1P052.01F-02	Emerson Park Area	0.34 acres, 5 parcels, between 7 th and 8 th Streets, could be part an assemblage
1P048.00F-00, 1P063.00F-02	Emerson Park Area	0.11 acres, 2 parcels, could be part of an assemblage

1D064.03F-02	Emerson Park Area	0.04 acres, could be part of an assemblage
1P048.00F-02, 1P064.01F-02, 1P065.01F-02, 1P063.01F-02	Emerson Park Area	0.11 acres, 3 parcels, could be part of an assemblage
1P069.00F-02, 1P069.01F-02, 1D073.00F-02	Emerson Park Area	0.34 acres, 3 parcels, triangular strip, could be part of an assemblage
1P072.02F-02, 1P072.03F-02	Emerson Park Area	0.23 acres, 2 parcels, could be part of an assemblage
1P048.00F-02, 1P074.00F-02, 1P074.02F-02, 1P075.00F-02, 1P076.00F-02	Emerson Park Area	0.17 acres, 5 parcels, triangular landlocked piece, could be part of an assemblage
1P048.00F-00	Emerson Park Area	0.17 acres, could be part of an assemblage
1P048.00F-02	Emerson Park Area	0.07 acres, could be part of an assemblage, landlocked
1P078.00F-02	Emerson Park Area	0.13 acres, could be part of an assemblage
2P001.05F-05	Washington Park Area	Less than an acre, wetland
2P038.00F-06, 2P039.00F-06	Belleville Memorial Area	9.11 acres, hillside slope next to BSD parking lot
6P007.00F-10	SWIC Area	4.1 acres, landlocked, long linear property, possible disposition to adjoining owner
6P002.00F-10	SWIC Area	0.74 acres, landlocked triangular piece, possible disposition to adjoining owner
6P012.00F-10	SWIC Area	0.45 acres, landlocked triangular piece, possible disposition to adjoining owner
6P004.00F-10	SWIC Area	13.64 acres, landlocked, wetland
6P005.00F-10	SWIC Area	2 acres, landlocked, scrub, near farm ground
6P006.00F-10	SWIC Area	1.86 acres, landlocked, farm ground
SO7RW062-068	Lambert #2 Area	2 +/- acres, possible billboard location at I-70 and I-170, landlocked
Multiple City Parcel Numbers (14)	Hodiamont ROW	Multiple parcels, part of the Hodiamont ROW, 3-mile 25' ROW
A portion of 13 J31 1026 (St. Louis County parcel number)	North Hanley	2 + acres, SW corner of North Hanley MetroLink parking lot,

		proposed University Crossing TOD project
14H410323, 14H410314, 14H431030 (St. Louis County parcel number)	Webster Groves	0.81 acres, 3 parcels, flood plain, possible municipal bike path
2P459.01F-X10	Sunnen Station Area	0.35 acres, possible interest from adjacent foundry
3873-00-06500 (City of St. Louis parcel number)	Debaliviere Area	0.3 acres, kiss-n-ride site, under contract for Echo at Forest Park TOD phase II
10 G44 0338	North County Transit Center Area	3.5 acres, 3158 Pershall, possible use for an assemblage, does not have frontage
<i>Airport-related parcels</i>		
07-06.0-400-031 (St. Clair County parcel number)	St. Louis Downtown Airport	3.72 acres, I-255 and Mousette Lane, public storage interest
Hangar 5 portion of 01-36.0-300-032 (St. Clair County parcel number)	St. Louis Downtown Airport	0.5 acres, 6,200 SF hangar, proposed for hangar redevelopment
4320 Vector portion of 01-36.0-300-032 (St. Clair County parcel number)	St. Louis Downtown Airport	0.1 acres, 1,060 SF hangar, proposed for hangar redevelopment

**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 Executive 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 18th day of November, 2022.

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 Agency
Board of Commissioners
Open Session Agenda Item
November 18, 2022**

From: Taulby Roach, President and Chief Executive Officer
Subject: **Contract Modification and Time Extension - East Riverfront Stair Replacement Project**
Disposition: Approval
Presentation: Charles Stewart, Executive Director Metro Transit
Christopher Poehler, PE, Vice President – Capital Programs;
Thomas Curran, Executive Vice President Administration

Objective:

To present to the Operations Committee, for discussion and referral to the Board of Commissioners for approval, a modification to the current contract with The Harlan Company for construction services for the East Riverfront Stair Tower Replacement Project.

Background:

Metro is pursuing a replacement of the pedestrian stairs, which provide access from the east side of Front Street up to both the Eastbound and Westbound Platform Areas of the East Riverfront MetroLink Station. Metro Transit issued Solicitation 21-SB-170968-DGR, requesting bids from qualified firms to provide the required services. Following standard BSD procurement procedures, the contract was awarded to The Harlan Company, for the construction/rehabilitation of the stairs at the MetroLink East Riverfront Station on March 8, 2021.

The contractor has performed investigative and design work; however, the start of construction has been delayed due to several factors: ongoing maintenance work on the elevators at East Riverfront; Cardinals baseball season; and delayed steel design/fabrication due to supply chain issues and labor shortages. Metro prefers not to have the stairs and the platform under construction during the Cardinals baseball season in order to maintain passenger access to the platform.

The Contractor is requesting additional budget and time as a result of these delays. Current items to consider with this budget modification and contract time extension request include the following:

Differing site conditions and increased material costs:

Increase in steel fabrication and material cost - \$188,231.00

A change in the type of foundations based on the final stair tower design - \$61,697.00

Increase in miscellaneous material and labor cost - \$30,852.00

In addition, Metro Transit would like the Harlan Company to add the following additional work items to the contract:

Conduct a soil liquefaction study - \$14,908.00

Replace lighting and the tactile warning strip at the upper platform– \$171,926.00

Board Policy Chapter 50.010, Section G. Contract Modifications – Contract extensions in excess of 180 days must be approved by the Board of Commissioners.

Analysis:

In March of 2022, the contract end date was extended to October 31, 2022, as authorized by the Board of Commissioners. Due to steel fabrication delays, avoidance of impacts during the Cardinal baseball season and the additional work required, the contract completion date of October 31, 2022 will not be met, and therefore, an extension to May 1, 2023 is being requested.

Since the issuance of the Notice to Proceed, material and labor prices have increased significantly. Metro Engineering and Procurement have reviewed the above costs and have determined that the costs are fair and reasonable.

Previous Action:

The Operations Committee approved this item, as presented, at the October 14, 2022 meeting.

Board Action Requested:

The Operations Committee recommends that the Board of Commissioners approve a request that the President & CEO approve Contract Modification No. 2 with The Harlan Company, for the above described work at the East Riverfront MetroLink Station, in an amount not to exceed \$500,000.00, with the total contract amount not to exceed \$1,236,300.00, and extending the contract completion date to May 1, 2023.

Funding Source:

FTA funds with local match.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
MODIFYING A CONTRACT WITH THE HARLAN COMPANY
FOR CONSTRUCTION SERVICES FOR THE
EAST RIVERFRONT STAIR TOWER REPLACEMENT 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 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, Sections G.1. and G.2. require the Board of Commissioners to approve modifications which modify the approved contract cost and extend the contract performance period beyond 180 days; and

Whereas, Metro Transit issued Solicitation 21-SB-170968-DGR, requesting bids from qualified firms to provide services for the construction/rehabilitation of the stairs at the MetroLink East Riverfront Station, and following standard BSD procurement procedures, the contract was awarded to The Harlan Company on March 8, 2021; and

Whereas, the Contractor is requesting additional budget and time as a result of delays involving differing site conditions and increased material costs; and

Whereas, the Agency has asked that the contractor add additional work items to the contract including a soil liquefaction study and replacement of lighting and the tactile warning strip at the upper platforms; and

Whereas, it is feasible, necessary and in the public interest for the Agency for the Board of Commissioners to authorize the President & CEO approve Contract Modification No. 2 with The Harlan Company, for the above described work at the East Riverfront MetroLink Station, in an amount not to exceed \$500,000.00, with the total contract amount not to exceed \$1,236,300.00, and extending the contract completion date to May 1, 2023, 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 Modification of the Contract. The Board of Commissioners hereby authorizes the President & CEO approve Contract Modification No. 2 with The Harlan Company, for the above described work at the East Riverfront MetroLink Station, in an amount not to exceed \$500,000.00, with the total contract amount not to exceed \$1,236,300.00, and extending the contract completion date to May 1, 2023, 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 The Harlan Company.

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 Executive 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 18th day of November, 2022.

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 Agency
Board of Commissioners
Open Session Agenda Item
November 18, 2022**

From:	Taulby Roach, President and Chief Executive Officer
Subject:	Contract Modification: Microtransit Project Contract Extension
Disposition:	Approval
Presentation:	Charles Stewart, Executive Director of Metro Transit; Jessica Gershman, Assistant Exec. Director Planning & System Development

Objective:

To present to the Board of Commissioners for approval, a request for authorization to modify the current contract with Via Transportation, Inc. (Via) to operate a microtransit service pilot program implemented to explore the extent to which such service may complement Metro Transit's existing fixed route revenue service in the St. Louis region.

Background:

On January 3, 2020, BSD issued solicitation 20-RFP-106723-DR — Microtransit Pilot Project to obtain proposals from qualified firms to provide the necessary services for alternative mobility operations. On February 21, 2020 after a competitive procurement process, the Board of Commissioners approved awarding the solicitation to Via to operate microtransit service as a pilot project — testing this alternative mobility solution as a complement to fixed route MetroBus and MetroLink revenue service.

The contract was for a 12-month pilot period as a base year, plus three option years, for BSD to renew at its discretion, at a not-to-exceed amount of \$5,866,886.00. This NTE amount was calculated based on a level of service for the base year, as the expectation for this pilot project was to test alternative mobility options that would complement the Agency's existing fixed route service throughout the region with little to modest anticipated service growth.

Almost immediately upon launch in June 2020, the co-branded "Via Metro STL" microtransit service demonstrated utility, during a period when the Agency's fixed route revenue service suffered manpower shortages that left it unable to perform some of its existing revenue service with the available complement of BSD employees. Over the next two years, the COVID-19 pandemic and broader workforce dynamic combined to exacerbate MetroBus workforce shortages, which, in turn, compelled the Agency to suspend either partial or whole bus routes in South, West, and North St. Louis County.

The Via Metro STL pilot program provided the Agency a nimble and effective way to meet transit demand in these areas where Metro Transit simply did not have a sufficient complement of drivers to sustain its fixed route revenue service. Therefore, in May 2021 and May 2022, BSD exercised its first two option years to continue and extend Via's microtransit pilot program. Metro has expanded the Via pilot program to provide transit coverage in areas of the region that had previously been served by ten routes that MetroBus has suspended due to lack of staffing. Because of this lack of staffing, the Via Metro STL pilot has increased its footprint and service hours beyond what was

scoped in the original contract with three zones in South, West, and North County. This expansion of the microtransit pilot program now necessitates an increase to the original not-to-exceed amount by \$1,973,916 to complete the current contract year, which ends May 31, 2023.

Analysis:

The Board approved the initial contract in a not-to-exceed amount of \$5,866,886.00. This amount was based on planned Pilot Projects for Alternative Transportation Services, as part of the Metro Reimagined Bus Network Redesign launched in Fall 2019. As the contracted microtransit pilot program evolved, Metro Transit explored Via augmenting the Agency's fixed route revenue service while simultaneously providing a measure of public transit service in places where Metro Transit would otherwise not have been able to continue service due to a lack of sufficient staffing and other associated factors undermining the viability of continuing fixed-route revenue service in such areas. The requested contract extension of \$1,973,916 will allow Via Metro STL to continue the current level of service offered under the ongoing pilot program through May 2023.

Previous Action:

The Operations Committee approved this item, as presented, at the October 14, 2022 meeting.

Board Action Requested:

The Operations Committee recommends that the Board of Commissioners approve the request that the President & CEO approve a contract modification, for the continued operation of the microtransit service pilot program through the end of the current contract year (May 31, 2023), in an amount not to exceed \$1,973,916.

Funding Source:

Funding is accommodated within the Operating Budget, with a match of federal funds from 5310 Program awards (Grant Numbers MO-2022-003 and MO-2020-033) in the amount of \$600,000.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY OF THE
MISSOURI-ILLINOIS METROPOLITAN DISTRICT
MODIFYING A CONTRACT WITH VIA TRANSPORTATION, INC
FOR THE CONTINUED OPERATION OF THE
MICROTRANSIT SERVICE PILOT 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 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, Section E.1.4 requires the Board of Commissioners to approve Procurements which exceed the amounts budgeted or otherwise approved by the Board of Commissioners for such project, function or service; and

Whereas, on January 3, 2020, BSD issued solicitation 20-RFP-106723-DR – Microtransit Pilot Project to obtain proposals from qualified firms to provide the necessary services for alternative mobility operations, and on February 21, 2020 after a competitive procurement process, the Board of Commissioners approved awarding the solicitation to Via to operate microtransit service as a pilot project; and

Whereas, almost immediately upon launch in June 2020, the co-branded "Via Metro STL" microtransit service demonstrated utility, during a period when the Agency’s fixed route revenue service suffered manpower shortages that left it unable to perform some of its existing revenue service with the available complement of BSD employees; and

Whereas, due to workforce shortages, the Via Metro STL pilot has increased its footprint and service hours beyond what was scoped in the original contract, with three zones in South, West, and North County, and this expansion of the microtransit pilot program now necessitates an increase to the original not-to-exceed amount by \$1,973,916 to complete the current contract year, which ends May 31, 2023; and

Whereas, it is feasible, necessary and in the public interest for the Agency for the Board of Commissioners to authorize the President and CEO to authorize a contract modification with Via Transportation, Inc., for the continued operation of the microtransit service pilot program through the end of the current contract year (May 31, 2023), in an additional amount not to exceed \$1,973,916, 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 Modification of the Contract. The Board of Commissioners hereby authorizes the President and CEO to authorize a contract modification with Via Transportation, Inc., for the continued operation of the microtransit service pilot program through the end of the current contract year (May 31, 2023), in an

additional amount not to exceed \$1,973,916, 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 Via Transportation, 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 Executive 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 18th day of November, 2022.

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 Agency
Board of Commissioners
Open Session Agenda Item
November 18, 2022**

From: Taulby Roach, President and Chief Executive Officer
Subject: **Sole Source Contract Award – Light Rail Vehicle Brake Caliper Overhaul**
Disposition: Approval
Presentation: Charles A. Stewart, Executive Director - Metro Transit;
Thomas P. Curran, Executive Vice President – Administration

Objective:

To present to the Board of Commissioners for approval, a request to authorize the President & CEO to enter into a contract with Knorr Brake Company (KBC) to provide Light Rail Vehicle Brake Caliper Overhaul Services for Bi-State Development.

Background:

Metro operates and maintains a fleet of Light Rail Vehicles (LRV). Each LRV contains four (4) Power Truck (PT) Brake Calipers and two (2) Center Truck (CT) Brake Calipers. All brake calipers are spring applied and pneumatically released. As part of Metro's Reliability Centered Maintenance (RCM) program, Metro plans to overhaul brake calipers approximately every 800,000 miles.

BSD issued Solicitation 17-SB-103417-DAB - Brake Caliper Overhaul Maintenance Services, requesting bids from qualified firms to provide the required services. As a result of the BSD procurement process, one bid was received. The contract was awarded to Knorr Brake Company, and it expired in 2021. A new competitive procurement process will be conducted some time during late 2022 or early 2023 once BSD has determined if a new contract is needed.

Analysis:

A total of 96 PT and 48 CT calipers are due for overhaul within the next four years, which represents 24 LRVs. There are 6 LRVs (24 PT and 12 CT calipers) that are due for overhaul within the next year. The following key factors are provided in support of utilizing the original equipment manufacturer (OEM), Knorr Brake Company, for these services:

- Safety - Friction brake calipers are a safety critical component of the LRV emergency braking system. Use of OEM parts and labor exclusively maintains the LRV safety certification and OEM liability.
- Availability – Rail transit friction brake suppliers are limited within the US market.
- Feasibility – OEM rail transit friction brake suppliers may not desire to assume the design and performance responsibility of a third party vendor.

Through the lifecycle of the existing fleet of LRVs, all brake calipers have been overhauled by the OEM exclusively. Metro has been advised by Knorr Brake Company that there is a 56-week lead time for the services required.

Previous Action:

The Operations Committee approved this item, as presented, at the October 14, 2022 meeting.

Board Action Requested:

The Operations Committee recommends that the Board of Commissioners approve the request to allow the President & CEO to enter into a sole source contract with Knorr Brake Company for light rail vehicle brake caliper overhaul services, for an amount not to exceed **\$200,000.00** for four (4) base years.

Funding Source:

The funding will be supplied by local and federal funding sources.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI - ILLINOIS METROPOLITAN DISTRICT
AWARDING A SOLE SOURCE CONTRACT TO KNORR BRAKE COMPANY
FOR LIGHT RAIL VEHICLE BRAKE CALIPER OVERHAUL 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 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") Procurements exceeding \$100,000; and

Whereas, the Agency issued Solicitation 17-SB-103417-DAB - Brake Caliper Overhaul Maintenance Services, requesting bids from qualified firms to provide the required services, and as a result of the BSD procurement process, one bid was received. The contract was awarded to Knorr Brake Company; however that contract expired in 2021; and

Whereas, a total of 96 PT and 48 CT calipers are due for overhaul within the next four years, which represents 24 LRVs; and

Whereas, the following key factors are provided in support of utilizing the original equipment manufacturer (OEM), Knorr Brake Company, for these services: 1) Safety - Friction brake calipers are a safety critical component of the LRV emergency braking system. Use of OEM parts and labor exclusively maintains the LRV safety certification and OEM liability; 2) Availability – Rail transit friction brake suppliers are limited within the US market; and 3) Feasibility – OEM rail transit friction brake suppliers may not desire to assume the design and performance responsibility of a third party vendor; and

Whereas, through the lifecycle of the existing fleet of LRVs, all brake calipers have been overhauled by the OEM exclusively; and

Whereas, it is feasible, necessary and in the public interest for the Agency to authorize the President & CEO to enter into a sole source contract with Knorr Brake Company for light rail vehicle brake caliper overhaul services, for an amount not to exceed \$200,000.00 for four (4) base years, in accordance with the terms and conditions described herein.

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

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

Section 2. Approval of the Sole Source Contract. The Board of Commissioners hereby authorizes the President & CEO to enter into a sole source contract with Knorr Brake Company for light rail vehicle brake caliper overhaul services, for an amount not to exceed \$200,000.00 for four (4) base years, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

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

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

Section 5. Rights under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency and Knorr Brake Company.

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 Executive Vice President and CFO is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to this Resolution and the Contracts.

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

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 18th day of November, 2022.

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 Agency
Board of Commissioners
Open Session Agenda Item
November 18, 2022**

From: Taulby Roach, President and Chief Executive Officer
Subject: **Second Amendment to the Second Memorandum between Bi-State and the City of St. Louis**
Disposition: Approval
Presentation: Mary Lamie, Executive Vice President – Multi Modal Enterprises

Objective:

To present to the Bi-State Development Board of Commissioners for approval, a Second Amendment to the Second Memorandum of Agreement between BSD and the City of St. Louis (**City**), to permit BSD to locate the Riverboats on the Riverboat Mooring Site, the Dock Barge on the Dock Barge Mooring Site, and the Heliport on the Heliport Site for five years, until December 31, 2027.

Background:

On May 15, 2006, the City and BSD entered into a Memorandum of Agreement (**Agreement**), as amended by the Amendment to the Agreement, dated February 16, 2007, for BSD to place a heliport on the City Riverfront and to allow the riverboat docking barge to occupy wharf frontage on the St. Louis Riverfront.

A Second Memorandum of Agreement, dated December 31, 2011 extended the Agreement until December 31, 2018. The Amendment to the Second Memorandum of Agreement extended the Agreement until December 31, 2022.

BSD is currently operating under annual permits granted by the City Department of Streets under the terms set forth in the Amendment to the Second Memorandum.

Funding Sources:

The Riverboats Operating Fund will fund the three permits for the Riverboat, Dock Barge and the Heliport.

Analysis:

BSD wishes a second amendment to the Second Memorandum of Agreement, in order to extend the term until December 31, 2027 and to require the City Department of Streets to continue to issue the Riverboat Permit, Dock Barge Permit, and the Heliport Permit during the extended term of the Second MOA

Previous Action:

The Operations Committee approved this item, as presented, at the October 14, 2022 meeting.

Board Action Requested:

The Operations Committee recommends that the Board of Commissioners approve the attached Second Amendment to the Second Memorandum of Agreement between BSD and the City of St. Louis (City), to permit BSD to locate the Riverboats on the Riverboat Mooring Site, the Dock Barge on the Dock Barge Mooring Site, and the Heliport on the Heliport Site, for a period of five years, until December 31, 2027.

Attachments:

- Attachment 1: Second Amendment to the Second Memorandum of Agreement
- Attachment 2: Second Memorandum of Agreement
- Attachment 3: Amendment to the Second Memorandum of Agreement

SECOND AMENDMENT TO THE SECOND MEMORANDUM OF AGREEMENT

THIS SECOND AMENDMENT TO THE SECOND MEMORANDUM OF AGREEMENT (the “Amendment”) is dated as of _____, 2022 (the “Effective Date”), by and between THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT (the “Agency”) and THE CITY OF ST. LOUIS, MISSOURI (the “City”).

WHEREAS, the Agency and the City entered into a Second Memorandum of Agreement dated December 31, 2011, and an Amendment to the Second Memorandum of Agreement dated December 31, 2018, whereby the City permits the Agency to locate the Riverboats on the Riverboat Mooring Site, the Dock Barge on the Dock Barge Mooring Site, and the Heliport on the Heliport Site pursuant to temporary annual permits subject to the terms and conditions therein (the “Agreement”);

WHEREAS, the Agency and the City desire to further amend the Agreement to extend the term of the Agreement in accordance with the terms and conditions set forth herein;

WHEREAS, Section 6.3 of the Agreement provides that any amendment or modification of the Agreement shall be authorized solely by the requisite vote of the governing body or department head of the City or the Agency granting such consent or by the officers authorized by such governing body or department head.

THEREFORE, the Agency and the City agree to amend the Agreement as follows:

1. All capitalized words used as defined terms in this Amendment shall have their meanings as set forth in the Agreement.
2. Section 6.6 of the Agreement, Agreement Term, is hereby amended in part to extend the term of the Agreement. Accordingly, the first sentence of Section 6.6 is hereby amended to delete the phrase “December 31, 2020” and replace it with “December 31, 2025.” Further, the second sentence of Section 6.6 is hereby amended to delete the phrase “December 31, 2022” and replace it with “December 31, 2027.”
3. The Recitals of the Agreement are hereby amended in part to require the City Department of Streets to continue to issue the Riverboat Permit, Dock Barge Permit, and Heliport Permit during the extended term of the Agreement. Accordingly, Paragraph 25 of the Recitals is hereby amended to delete the phrase “December 31, 2020” and replace it with “December 31, 2025.”
4. Section 3.1 of the Agreement, Permit for Riverboat Mooring Site, is hereby amended in part to require the City to renew the Riverboat Permit during the extended term of the Agreement. Accordingly, the first sentence of Section 3.1(d) is hereby amended to

delete the phrase “December 31, 2020” and replace it with “December 31, 2025” and to delete the phrase “December 31, 2022” and replace it with “December 31, 2027.”

5. Section 3.2 of the Agreement, Permit for Dock Barge Mooring Site, is hereby amended in part to require the City to renew the Dock Barge Permit during the extended term of the Agreement. Accordingly, Section 3.2(d) is hereby amended to delete the phrase “December 31, 2020” and replace it with “December 31, 2025” and to delete the phrase “December 31, 2022” and replace it with “December 31, 2027.”
6. Section 3.3 of the Agreement, Permit for Heliport Site, is hereby amended in part to require the City to renew the Heliport Permit during the extended term of the Agreement. Accordingly, Section 3.3(f) is hereby amended to delete the phrase “December 31, 2020” and replace it with “December 31, 2025” and to delete the phrase “December 31, 2022” and replace it with “December 31, 2027.”
7. Except as amended by this Amendment, all other terms, provisions and sections of the Agreement shall remain in full force and effect.

Signature Page Follows

IN WITNESS WHEREOF, the duly authorized parties have executed this Amendment as of the day and year first above written.

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

THE CITY OF ST. LOUIS, MISSOURI

By: _____
Name:
Title:

By: _____
Mayor

ATTEST:

By: _____
Comptroller

By: _____
Name:
Title:

APPROVED AS TO FORM:

By: _____
City Counselor

ATTEST:

By: _____
Register

SECOND MEMORANDUM OF AGREEMENT

By and Between

THE CITY OF ST. LOUIS, MISSOURI

and

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

Dated as of December 31, 2011

SECOND MEMORANDUM OF AGREEMENT

THIS SECOND MEMORANDUM OF AGREEMENT (the "Agreement") is dated as of December 31, 2011, by and between THE CITY OF ST. LOUIS, MISSOURI (the "City"), a constitutional charter city and political subdivision of the State of Missouri created pursuant to Article VI, § 19 of the Missouri Constitution ("Constitution") upon the adoption of the Charter of the City of St. Louis (the "Charter"), and THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT ("Agency"), a legally constituted body corporate and politic created and existing by reason of a compact between the States of Missouri and Illinois which is codified at Sections 70.370 *et seq.* of the Missouri Revised Statutes, as amended, and 45 ILCS 100/1 *et seq.* of the Illinois Compiled Statutes, as amended, and as ratified by the United States Congress.

WITNESSETH:

WHEREAS, the City is authorized pursuant to the Charter and the Constitution and the laws of the State of Missouri to enter into contracts with the Agency and others; to provide and maintain a harbor and wharves and regulate the use thereof; to acquire, provide for, construct, regulate and maintain and do all things relating to all kinds of public buildings, structures, markets, places, works and improvements; and to exercise all powers granted or not prohibited to it by law or which it would be competent for the Charter to enumerate; and

WHEREAS, the Agency is authorized to acquire by gift, purchase or lease and to plan, construct, operate and maintain passenger transportation facilities; to contract with municipal or other political subdivisions for the services or use of any facility owned or operated by the Agency or owned or operated by such municipality or other political subdivision; to disburse funds for its lawful activities; and to perform all other necessary and incidental functions; and

WHEREAS, pursuant to Ordinance 56707, as codified in Section 21.20.030 of the Revised Code of the City of St. Louis, the City's Department of Streets, Traffic and Refuse ("Department of Streets") has the authority to issue temporary permits for time periods of up to one calendar year for portions of the City wharf; and

WHEREAS, in 1986, the City, upon recommendation of the Port Commission of the City of St. Louis and approval by the Board of Public Service of the City of St. Louis, entered into a lease agreement (the "Lease Agreement") with the James B. Eads Corporation, a Missouri Corporation, for mooring privileges upon that portion of the wharf of the City of St. Louis located Three Hundred Feet (300') starting at a point approximately One Thousand Four Hundred Feet (1400') north of the Poplar Street Bridge (approximately Station 1+20.68 on the Floodwall) and to extend Three Hundred Feet (300') northward (the "Riverboat Mooring Site"); and

WHEREAS, the Lease Agreement was, upon the recommendation of the Port Commission of the City of St. Louis and approval by the Board of Public Service of the City of St. Louis, amended in 1997 to provide for the mooring of the M/V Becky Thatcher and the M/V Tom Sawyer to be used for year-round cruise operations (collectively the "Riverboats"); and

WHEREAS, the Lease Agreement was, upon the recommendation of the Port Commission of the City of St. Louis and approval by the Board of Public Service of the City of St. Louis, assigned and assumed by the Agency in 2001; and

WHEREAS, the original term of the Lease Agreement extended until August 6, 1991, with additional five-year options arising in 1996, 2001 and 2006 (which have been exercised) and terminated on August 6, 2011; and

WHEREAS, on July 21, 2011, the Department of Streets issued a permit for temporary mooring of the Riverboats effective August 1, 2011 through December 31, 2011; and

WHEREAS, the City is willing to issue to the Agency annual permits (each a "Riverboat Permit") for the Riverboat Mooring Site in accordance with this Agreement; and

WHEREAS, the Agency previously requested that the City execute an amendment to the Lease Agreement to enlarge the Riverboat Mooring Site by 100 feet for the purpose of support of the Riverboats to be used for year-round cruise operations and for the mooring of a dock barge for office, restrooms, additional seating, and other facilities for the Agency's St. Louis Riverfront activities; and

WHEREAS, on June 29, 2005, the Department of Streets issued to the Agency a permit numbered 42136 for temporary mooring ("Dock Barge Permit") on the wharf for a dock barge ("Dock Barge") adjacent to the Riverboat Mooring Site, and located one hundred feet (100') starting at a point approximately 1,300 feet north of the Poplar Street Bridge and to extend northward 100 hundred feet ("Dock Barge Mooring Site") to accommodate the Dock Barge; and

WHEREAS, pursuant to the Memorandum of Agreement between the City and the Agency dated as of May 15, 2006, as amended ("First Memorandum"), the Department of Streets is obligated to issue annual Dock Barge Permits to the Agency through August 6, 2011; and

WHEREAS, on July 21, 2011, the Department of Streets issued a permit for temporary mooring of the Dock Barge effective August 1, 2011 through December 31, 2011; and

WHEREAS, the Agency previously requested that the City execute a new lease agreement to provide for the mooring on the wharf of a heliport barge ("Heliport Barge") to be used for the operation of scenic helicopter tours and public use on that portion of the wharf located two hundred feet (200') beginning at a point parallel with fifty feet (50') north of the

north leg of the Gateway Arch and to extend northward two hundred feet (200') (the "Heliport Site"); and

WHEREAS, on June 29, 2005, the Department of Streets issued to the Agency a permit number 42135 for temporary mooring ("Heliport Permit") on the wharf of the Heliport Barge; and

WHEREAS, pursuant to the First Memorandum, the Department of Streets is obligated to issue annual Heliport Permits to the Agency through August 6, 2011; and

WHEREAS, on July 21, 2011, the Department of Streets issued a permit for temporary mooring of the Heliport effective August 1, 2011 through December 31, 2011; and

WHEREAS, the Agency has expended approximately \$4,600,000 to acquire and equip the Riverboats, Dock Barge and Heliport; and

WHEREAS, the City has no obligation pursuant to the Lease Agreement: (i) to expand the Riverboat Mooring Site frontage; (ii) to amend or extend the Lease Agreement; or (iii) to lease or permit the Agency to occupy the Dock Barge Mooring Site and Heliport Site; and

WHEREAS, the U.S. Department of the Interior, acting by and through the National Park Service ("NPS") is currently engaged in the development of a long-term plan for the Jefferson National Expansion Memorial Park ("Park") including but not limited to the implementation of the Jefferson National Expansion Memorial Final General Management Plan/ Environmental Impact Statement ("Plan"); and

WHEREAS, the Plan called for an international design competition to connect and unify the streetscapes, roadways, and riverscape of the Park that are adjacent to portions of downtown St. Louis, the Mississippi River, and the riverfront in the State of Illinois facing the Gateway Arch; and

WHEREAS, Michael Van Valkenburgh Associates of Brooklyn (MVVA), New York, has been selected to work with the NPS and others to refine the proposal presented during such design competition, assess the feasibility and practicability of elements of the proposal, and develop a budget and funding plan; and

WHEREAS, it is not yet certain whether implementation of the Plan will include the City's development of the wharf ("Riverfront Plan") in such a manner that requires use of the Riverboat Mooring Site, the Dock Barge Mooring Site, or the Heliport Site for purposes other than the Agency's uses; and

WHEREAS, the City wishes to continue to temporarily allow the Agency to locate the Riverboats on the Riverboat Mooring Site, the Dock Barge on the Dock Barge Mooring Site, and the Heliport on the Heliport Site pursuant to temporary annual permits subject to the terms and

conditions of this Agreement (collectively, the Riverboat Mooring Site, the Dock Barge Mooring Site and the Heliport Site are the "Agency Mooring Sites"); and

WHEREAS, pursuant to Ordinance 56707, as codified in Section 21.20.030 of the Revised Code of the City of St. Louis, the Department of Streets shall continue to issue the Riverboat Permit, Dock Barge Permit and Heliport Permit (collectively "Agency Permits") for time periods of up to one calendar year until December 31, 2015, pursuant to this Agreement; and

WHEREAS, the Agency is willing to vacate the Agency Mooring Sites within 90 days of written request by the City provided that such request is made for the purpose of the City's implementation of the Riverfront Plan or other municipal purpose(s) as determined solely by the City (collectively "Municipal Purposes") and that the City provide the Agency with alternative temporary or non-temporary mooring locations further described in this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions of Words and Terms. The words and terms as used in this Agreement shall have the following meanings:

"Agency" means the Bi-State Development Agency of the Missouri-Illinois Metropolitan District, a legally constituted body corporate and politic created and existing by reason of the Compact and its successors and assigns.

"Agency Mooring Sites" means the Riverboat Mooring Site, the Dock Barge Mooring Site and the Heliport Site.

"Agency Permits" means the Riverboat Permit, the Dock Barge Permit and the Heliport Permit.

"Agreement" means this Second Memorandum of Agreement, as from time to time amended in accordance with the terms hereof.

"Authorized Agency Representative" means the Senior Vice President, Business Enterprises or such other person at the time designated to act on behalf of the Agency as evidenced by a written certificate furnished to the parties hereto containing the specimen signature of such person and signed on behalf of the Agency by the Senior Vice President, Business Enterprises. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Agency Representative.

“Charter” means the Charter of the City of St. Louis.

“City” means The City of St. Louis, Missouri, a constitutional charter city and political subdivision of the State of Missouri, and its successors and assigns.

“Compact” means the compact between the States of Missouri and Illinois which is codified at Sections 70.370 *et seq.* of the Missouri Revised Statutes, as amended, and 45 ILCS 100/1 *et seq.* of the Illinois Compiled Statutes, as amended, and as ratified by the United States Congress.

“Dock Barge Permit” means the permits issued pursuant to this Agreement from time to time by the Department of Streets to the Agency doing business as Gateway Arch Riverboats in substantially the form attached hereto as Exhibit A and made a part hereof.

“Heliport Permit” means the permits issued pursuant to this Agreement from time to time by the Department of Streets to the Agency doing business as Gateway Arch Riverfront Heliport in substantially the form attached hereto as Exhibit B and made a part hereof.

“Lease Agreement” means the agreement entered into as of August 7, 1986, by and between the City of St. Louis and the James B. Eads Corporation, as amended, assigned and assumed by the Agency.

“Municipal Purposes” means the City’s implementation of the Riverfront Plan or other municipal purpose(s) as determined solely by the City.

“NPS” means the U.S. Department of the Interior, acting by and through the National Park Service.

“Plan” means the Jefferson National Expansion Memorial Final General Management Plan/ Environmental Impact Statement issued by the NPS.

“Riverboat Permit” means the permits issued pursuant to this Agreement from time to time by the Department of Streets to the Agency doing business as Gateway Arch Riverboats in substantially the form as attached as Exhibit C and made a part hereof.

“Riverboat Plan” means the City’s development of the wharf through the implementation of the Plan in such a manner that requires use of the Riverboat Mooring Site, the Dock Barge Mooring Site, or the Heliport Site for purposes other than the Agency’s uses.

Section 1.2. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context indicates otherwise,

words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

(b) All references in this Agreement to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

(c) Whenever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the Agency. The Agency makes the following representations as the basis for the undertakings on the part herein contained:

(a) The Agency is an interstate compact agency created by and pursuant to the Compact as a body corporate and politic.

(b) The Agency has lawful power and authority under its Compact to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action of its Board of Commissioners, the Agency has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

(c) No further actions or approvals by the Board of Commissioners are necessary in connection with this Agreement.

(d) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Agreement by the Agency will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any restriction or any agreement or instrument to which the Agency is a party or by which it or any of its property is bound, or the Compact, the Agency's Bylaws or any order, rule or regulation applicable to the Agency or any of its property of any court or governmental body, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Agency under the terms of any instrument or agreement to which the Agency is a party.

Section 2.2. Representations by the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a constitutional charter city and political subdivision duly organized and existing under its Charter and the constitution and laws of the State of Missouri.

(b) The City has lawful power and authority to enter into this Agreement and to carry out its obligations hereunder. By proper action of the Board of Aldermen, the City has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

(c) No further actions or approvals by the Board of Aldermen are necessary in connection with this Agreement.

(d) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule or regulation applicable to the City or any of its property of any court or governmental body, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

(e) Pursuant to Ordinance 56707, as codified in Section 21.20.030 of the Revised Code of the City of St. Louis, the Department of Streets has the authority to issue the Agency Permits for time periods of up to one calendar year for portions of the City wharf.

ARTICLE III

MOORING RIGHTS AND ST. LOUIS RIVERFRONT IMPROVEMENTS

Section 3.1. Permit for Riverboat Mooring Site.

(a) (i) On or prior to January 1, 2012, the City shall cause the Department of Streets to issue to the Agency the Riverboat Permit located Three Hundred Feet (300') starting at a point approximately One Thousand Four Hundred Feet (1400') north of the Poplar Street Bridge (approximately Station 1+20.68 on the Floodwall) and to extend Three Hundred Feet (300') northward to provide for the mooring of the Riverboats to be used for year-round cruise operations for a term ending December 31, 2012, upon the same terms and conditions described in Sections 3.1(b).

(ii) Except as otherwise provided in the Riverboat Permit attached hereto as Exhibit C, any renewal or extension permit issued for the Riverboat Mooring Site pursuant to this Agreement shall not contain any conditions other than reasonable operational matters to be approved by an Authorized Agency Representative in advance.

(b) During the term of the Riverboat Permit, or renewal or extension thereof, the Agency agrees to abide by all applicable City Ordinances, State Laws, Federal Laws, Coast Guard, Federal Aviation Administration, Corps of Engineers and any other governmental regulatory requirements which could reasonably be construed to apply to the operation of riverboats affecting public health, safety, and/or quality of life, which agreement is made voluntarily by the Agency in consideration of the City's issuance of the Riverboat Permit, regardless of whether or not the Agency is obliged to comply with such Laws, Ordinances and/or regulatory requirements.

(c) The City reserves the right to revoke the Riverboat Permit as necessary for Municipal Purposes as set forth in Section 3.4 of this Agreement.

(d) The Riverboat Permit shall be renewed for a term or terms ending on December 31, 2015, however, should this Agreement be extended pursuant to Section 6.6, the Riverboat Permit may be extended by mutual agreement of the parties for subsequent one (1) year terms, not to extend beyond December 31, 2018. A renewed permit shall in no way be construed as a lease or an extension of, an expansion of or amendment to any Lease Agreement.

(e) To the extent permitted by law, the Agency is bound hereby to keep harmless and defend the City from all damages which may be sustained by it and all claims which may be made against it by reason of any injury to person or damage to property resulting from anything done in connection with the Riverboat Permit, and for this purpose an insurance policy providing coverage up to One Million Dollars (\$1,000,000) for injury to any one person, Three Million Dollars (\$3,000,000) for injury to any two or more persons, and Three Millions Dollars (\$3,000,000) for property damage, shall be filed with the Street Department or Port Authority before the Riverboat Permit is issued.

(f) If there are any conflicts or inconsistencies between the provisions of any renewal or extension permit issued for the Riverboat Mooring Site pursuant to this Agreement and the provisions of this Agreement, the provisions of this Agreement shall control.

Section 3.2. Permit for Dock Barge Mooring Site.

(a) (i) On or prior to January 1, 2012, the City shall cause the Department of Streets to issue to the Agency the Dock Barge Permit located 100 feet immediately south of the Riverboat Mooring Site for the purpose of support of the Riverboats to be used for year-round cruise operations and for the Dock Barge to provide office, restrooms, additional seating and other facilities for the Agency's St. Louis Riverfront activities for a term ending December 31, 2012, upon the same terms and conditions described in Section 3.2(b).

(ii) Except as otherwise provided in the Dock Barge Permit attached hereto as Exhibit A, any renewal or extension permit issued for the Dock Barge Mooring Site pursuant

to this Agreement shall not contain any conditions other than reasonable operational matters to be approved by an Authorized Agency Representative in advance.

(b) During the term of the Dock Barge Permit, or renewal or extension thereof, the Agency agrees to abide by all applicable City Ordinances, State Laws, Federal Laws, Coast Guard, Federal Aviation Administration, Corps of Engineers and any other governmental regulatory requirements which could reasonably be construed to apply to the operation of an office barge affecting public health, safety, and/or quality of life, which agreement is made voluntarily by the Agency in consideration of the City's issuance of the Dock Barge Permit, regardless of whether or not the Agency is obliged to comply with such Laws, Ordinances and/or regulatory requirements.

(c) The City reserves the right to revoke the Dock Barge Permit as necessary for Municipal Purposes as set forth in Section 3.4 of this Agreement.

(d) The Dock Barge Permit shall be renewed for a term or terms ending on December 31, 2015, however, should this Agreement be extended pursuant to Section 6.6, the Dock Barge Permit may be extended by mutual agreement of the parties for subsequent one (1) year terms, not to extend beyond December 31, 2018.

(e) To the extent permitted by law, the Agency is bound hereby to keep harmless and defend the City from all damages which may be sustained by it and all claims which may be made against it by reason of any injury to person or damage to property resulting from anything done in connection with the Dock Barge Permit, and for this purpose an insurance policy providing coverage up to One Million Dollars (\$1,000,000) for injury to any one person, Three Million Dollars (\$3,000,000) for injury to any two or more persons, and Three Millions Dollars (\$3,000,000) for property damage, shall be filed with the Street Department or Port Authority before the Dock Barge Permit is issued.

(f) If there are any conflicts or inconsistencies between the provisions of any renewal or extension permit issued for the Dock Barge Mooring Site pursuant to this Agreement and the provisions of this Agreement, the provisions of this Agreement shall control.

Section 3.3. Permit for Heliport Site.

(a) (i) On or prior to January 1, 2012, the City shall cause the Department of Streets to issue to the Agency the Heliport Permit located two hundred feet (200') beginning at a point parallel with fifty feet (50') north of the north leg of the Gateway Arch and to extend northward two hundred feet (200') for the mooring of the Heliport Barge to be used for the operation of scenic helicopter tours and public use for a term ending December 31, 2012, upon the terms and conditions described in Sections 3.3(b), (c) and (d).

(ii) Except as otherwise provided in the Heliport Permit attached hereto as Exhibit B, any renewal or extension permit issued for the Heliport Site pursuant to this Agreement shall not

contain any conditions other than reasonable operational matters to be approved by an Authorized Agency Representative in advance.

(b) The Heliport Barge will include one pad for scenic tour use ("Scenic Tour Use") and for public landing and parking ("Public Use"). Scenic Tour Use may be conducted on a daily basis from March 1 through November 30 in each of the years of operation. Public Use of the Heliport will be on a year-round basis. Daily hours of operation will be from 11:00 a.m. to sunset for Scenic Tour Use and during daylight hours for Public Use. The Agency shall neither advertise by mass media or by distribution of printed materials the availability of such Public Use nor solicit Public Use in any way, except the Agency may identify the Public Use by signage, disclose any Public Use information required by law and provide materials regarding Public Use upon request.

(c) (i) The Agency agrees, notwithstanding the hours of operation described above, to temporarily and completely suspend operations of the Heliport during periods of time requested by the City when such operation would, in the sole and unfettered judgment of the City, disrupt, disturb or interfere with riverfront or other events ("Event" or "Events"). The City may, in the City's sole and unfettered discretion, authorize the Agency to temporarily modify operations of the Heliport as required to eliminate such disruption, disturbance or interference, as an alternative to complete suspension of operations. The City agrees, to the extent possible, to provide the Agency with five days prior written notice, which notice shall be issued by the City, provided, however, that, if an Event is in progress and the City, in its sole and unfettered discretion, determines that Heliport operations are interfering with, disrupting, or disturbing the Event, the Agency shall immediately cause Heliport operations to cease or to be operated in a manner that eliminates such interference or disturbance to the City's satisfaction for the duration of the Event. The Agency shall provide the City with two emergency contact telephone numbers for Agency officials who have the authority to cause Heliport operations to immediately cease or be modified. The City agrees, to the extent possible, to keep the Agency informed of Events, and the Agency agrees to affirmatively consult regularly with the City as to the scheduling of any Events which would require suspension of Heliport operations.

(ii) For the purposes of provision 3.3(c)(i) of this Agreement and until the Agency is notified in writing by the City, Anne Chance, City of St. Louis Special Events Program Executive is the Authorized Representative of the City and, as such, is authorized by the City to act on its behalf. The City may change its Authorized Representative at any time by providing the Agency with written notice of the name of the new Authorized Representative.

(d) The Agency agrees to cause Heliport operations to be conducted in a manner that does not interfere with downtown business operations or residential living in any respect. During the term of the Heliport Permit, or renewal or extension thereof, the Agency further agrees to abide by all applicable City Ordinances, State Laws, Federal Laws, Coast Guard, Federal Aviation Administration, Corps of Engineers and any other governmental regulatory requirements which could reasonably be construed to apply to the operation of a Heliport and/or helicopter operations originating from a Heliport, affecting public health, safety, and/or quality

of life, which agreement is made voluntarily by the Agency in consideration of the City's issuance of the Heliport Permit, regardless of whether or not the Agency is obliged to comply with such Laws, Ordinances and/or regulatory requirements.

(e) The City reserves the right to revoke the Heliport Permit for Municipal Purposes as set forth in Section 3.4 of this Agreement.

(f) The Heliport Permit shall be renewed for a term or terms ending on December 31, 2015, however, should this Agreement be extended pursuant to Section 6.6, the Heliport Permit may be extended by mutual agreement of the parties for subsequent one (1) year terms, not to extend beyond December 31, 2018.

(g) To the extent permitted by law, the Agency is bound hereby to keep harmless and defend the City from all damages which may be sustained by it and all claims which may be made against it by reason of any injury to person or damage to property resulting from anything done in connection with the Heliport Permit, and for this purpose an insurance policy providing coverage up to One Million Dollars (\$1,000,000) for injury to any one person, Three Million Dollars (\$3,000,000) for injury to any two or more persons, and Three Millions Dollars (\$3,000,000) for property damage, shall be filed with the Street Department or Port Authority before the Heliport Permit is issued.

(h) If there are any conflicts or inconsistencies between the provisions of any renewal or extension permit issued for the Heliport Site pursuant to this Agreement and the provisions of this Agreement, the provisions of this Agreement shall control.

Section 3.4. Municipal Purposes

(a) In consideration of the City's agreement to renew the Agency Permits as provided in Sections 3.1, 3.2 and 3.3 above and as long as the Agency Permits have been issued and renewed in accordance with this Agreement and the City is in compliance with this Agreement, the Agency agrees to vacate the Agency Mooring Sites, at the Agency's cost, within 90 days of written request by the City for Municipal Purposes.

(b) With respect to the Riverboat Mooring Site and the Dock Barge Mooring Site it is the intent of this Agreement that the Agency is permitted to conduct riverboat and dock barge operations in a location within the boundaries of the City wharf, provided that such riverboat and dock barge operations, the exact location of such riverboat and dock barge operations, the design of the physical facilities housing such riverboat and dock barge operations, and the operations of the riverboat and dock barge shall all be in accordance with the Municipal Purposes, as determined solely by the City. Should the City request that the Agency vacate the Riverboat Mooring Site and the Dock Barge Mooring Site for Municipal Purposes, the City will provide the Agency with an alternate location for the Riverboats and Dock Barge, to the extent that an alternate location is possible. To the extent possible, the City agrees that such alternative temporary location shall be in the area on the wharf between the terminus of Chouteau Avenue at

Leonor K. Sullivan Blvd. and the McKinley Bridge. The Agency shall be permitted to occupy such temporary location until such time as the Municipal Purposes are sufficiently advanced to permit the non-temporary location of the Riverboats and Dock Barge in the wharf, in accordance with the Municipal Purposes implemented by the City. Any alternative temporary or non-temporary location put forth by the City shall be subject to the approval of the Army Corps of Engineers and any other governmental body having jurisdiction. The Agency agrees that any riverboat and dock barge related riverfront operations which it seeks to continue at any temporary or non-temporary relocated site or sites shall be subject to the provisions of a new long-term lease agreement or agreements with the City or annual permits from the City, which permits and/or leases may or may not be issued, in the City's sole discretion.

(c) With respect to the Heliport, should the City request that the Agency vacate the Heliport Site for Municipal Purposes, the City will provide the Agency with an alternate location for the Heliport Site, to the extent that an alternate location is possible. To the extent possible, such alternative Heliport permit location shall be at a location or locations identified by the City on the wharf between the terminus of Chouteau Avenue at Leonor K. Sullivan Blvd. and the McKinley Bridge, which location shall be made available by permit to the Agency. Any alternative location put forth by the City shall be subject to the approval of the Army Corps of Engineers and any other governmental body having jurisdiction. The Agency agrees that any Heliport-related riverfront operations which it seeks to continue at any relocated site or sites shall be subject to the provisions of a new long-term lease agreement or agreements with the City or annual permits from the City, which permits and/or leases may or may not be issued, in the City's sole discretion.

(d) Nothing herein shall require the Agency to seek new long-term lease agreements if the Agency, in its sole discretion, determines that the relocated site or sites are not suitable for such operations or that such operations are not economically feasible at the relocated site or sites.

ARTICLE IV

DEFAULT AND REMEDIES

Section 4.1. Events of Default. If any one or more of the following events occurs and is continuing, it is hereby defined as and declared to be and to constitute an Event of Default under this Agreement:

(a) Default in the due observance or performance of any other covenant, agreement, obligation or provision of this Agreement on the City's part to be observed or performed, and the continuance of such default for 60 days after the Agency has given to the City written notice specifying such default, or such longer period as shall be reasonably required to cure such default, provided that (i) the City has commenced such cure within said 60-day period, and (ii) the City diligently prosecutes such cure to completion; or

(b) Default in the due observance or performance of any other covenant, agreement, obligation or provision of this Agreement on the Agency's part to be observed or performed, and the continuance of such default for 60 days after the City has given to the Agency written notice specifying such default, or such longer period as shall be reasonably required to cure such default; provided that (i) the Agency has commenced such cure within said 60-day period, and (ii) the Agency diligently prosecutes such cure to completion.

Section 4.2. Remedies on Default. If any Event of Default has occurred and is continuing, then the Agency or the City may, at such party's election, take any one or more of the following actions:

(a) by mandamus or other suit, action or proceedings at law or in equity, to enforce its rights against the City or the Agency, as applicable, and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Agreement; or

(b) take any other action at law or in equity to enforce this Agreement; or

(c) in the case of the City, remove the Agency's property from the Agency Mooring Sites and bill the Agency for the costs of removal. In the event that the City exercises this remedy, the City shall have no obligation whatsoever to return the removed Agency property to the Agency or to any other party related to the Agency by contract or otherwise, and the Agency agrees to the extent permitted by law to indemnify the City against any such liability. Further, the City shall be entitled to recover the City's costs of removal by requiring, via Ordinance or other mechanism, that the Agency pay the removal costs from the City's annual appropriation to the Agency and deducting such cost from such appropriation. The Agency agrees that the City may employ this remedy on default and the Agency will reimburse the City for all costs incurred in employing this remedy on default pursuant to this subparagraph, notwithstanding any laws, ordinances, or regulations of any sort which the Agency might otherwise invoke to avoid such payment.

Section 4.3. Rights and Remedies Cumulative. The rights and remedies reserved by the Agency and the City hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Agency and the City shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 4.4. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement.

ARTICLE V

ASSIGNMENTS

Section 5.1. No Assignment. Neither party to this Agreement shall assign the Agreement as a whole or part without the written consent of the other, nor shall either party assign any monies due or to become due hereunder without the previous written consent of the other party, all of which consents may be withheld in each party's sole and unfettered discretion.

Section 5.2. Third Party Beneficiaries. Notwithstanding anything contained in this Agreement to the contrary, no person or entity shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either expressed or implied) is intended to confer upon any other person or entity any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.1. Notices. All notices or other communications required or desired to be given hereunder shall be in writing and shall be deemed duly given when mailed by first class, registered or certified mail, postage prepaid, addressed as follows:

(a) To the Agency:

Bi-State Development Agency of the
Missouri-Illinois Metropolitan District
707 North First Street
St. Louis, Missouri 63102
Attention: General Counsel-Legal Notice Enclosed

(b) To the City:

City of St. Louis, Missouri
City Hall
Tucker and Market Streets
St. Louis, Missouri 63103
Attention: President of the Board of Public Service

City of St. Louis, Missouri
City Hall
Tucker and Market Streets
St. Louis, Missouri 63103
Attention: Special Events Program Executive, Board of Public Service

City of St. Louis Port Authority
c/o St. Louis Development Corporation
1015 Locust—Suite 1200
St. Louis, Missouri 63101
Attention: Executive Director

City of St. Louis, Missouri
City Hall, Room 314
Tucker and Market Streets
St. Louis, Missouri 63103
Attention: City Counselor's Office

All notices given by first class, certified or registered mail shall be deemed duly given three business days following the date they are so mailed. The Agency and the City may from time to time designate, by notice given hereunder to the other party, another address to which subsequent notices or other communications shall be sent.

Section 6.2. Immunity of Officers, Employees and Members of the City and the Agency. No recourse shall be had for any claim based upon any representation, obligation, covenant or agreement in this Agreement contained against any past, present or future officer, member, employee, director or agent of the City or the Agency, or, respectively, of any successor public or private corporation thereto, as such, either directly or through the City or the Agency, or respectively, any successor public or private corporation thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

Section 6.3. Amendments and Modifications. Any amendment or modification of this Agreement, or any consent required pursuant to the provisions of this Agreement, shall be authorized solely by the requisite vote of the governing body or department head of the City or the Agency granting such consent or, in the case of amendments or modifications by the governing body or department head of the party or by the officers authorized by governing such body or department head.

Section 6.4. Partial Invalidity. All provisions of this Agreement are material and substantive and therefore, if any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held void or invalid, then the entire Agreement shall be held invalid and of no force and effect.

Section 6.5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. In interpreting this Agreement, the provisions of the Compact shall prevail over any conflicting provisions of other Missouri laws.

Section 6.6. Agreement Term. This Agreement shall be in effect from and after its execution by all of the parties hereto and shall remain in effect until December 31, 2015, at which time this Agreement shall terminate unless the Agency and the City mutually agree to extend this Agreement. Should the parties elect to extend this Agreement, the extension(s) shall be for subsequent one (1) year terms, however, this Agreement shall not be extended beyond December 31, 2018.

Section 6.7. Execution in Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or officials.

Executed by the City on December 31, 2011.

THE CITY OF ST. LOUIS, MISSOURI

Francis R. May
Mayor

Deborah Green
Comptroller

APPROVED AS TO FORM ONLY:

Pat Nagema
City Counselor

ATTEST:
James H. May
Register

COMPTROLLER'S OFFICE
DOCUMENT # 53067

[Remainder of page left intentionally blank]

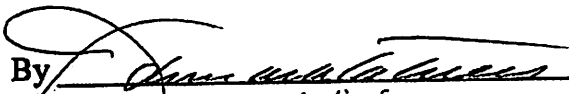
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or officials.

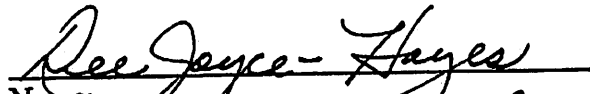
Executed by the Agency on Dec. 14, 2011.

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

[SEAL]

ATTEST:

By 
Name: John M. Nations
Title: President and CEO


Name:
Title: General Counsel

[Remainder of page left intentionally blank]

EXHIBIT A

Department of Streets Dock Barge Permit

CONDITIONS FOR TEMPORARY MOORING ON THE RIVERFRONT

- 1. The permittee agrees to vacate the mooring site(s), at the permittee's cost, within 90 days of written request by the City of St. Louis for the implementation of the Riverfront Plan or other municipal purpose(s) as determined solely by the City of St. Louis.**
- 2. Gangplanks and closings shall be located under the supervision and to the satisfaction of the Director of Streets.**
- 3. Gangplanks shall be properly barricaded with flashers during all hours of darkness.**
- 4. Gangplanks shall not impede entrances to buildings, fire lanes, or other vehicle and pedestrian access ways, without written permission from the owner and Director of Streets.**
- 5. Access shall be open to all fire plugs or other utilities.**
- 6. To the extent permitted by law, the permittee is bound hereby to keep harmless and defend the City of St. Louis from all damages which may be sustained by it and all claims which may be made against it by reason of any injury to person or damage to property resulting from anything done in connection with the permit, and for this purpose an insurance policy providing coverage up to One Million Dollars (\$1,000,000) for injury to any one person, Three Million Dollars (\$3,000,000) for injury to any two or more persons, and Three Millions Dollars (\$3,000,000) for property damage, shall be filed with the Street Department or Port Authority before the permit is issued.**
- 7. That the excursion boats are to be operated in accordance with the rules and regulation governing the use of the river. The "Port Service Area" is to be kept in a neat and orderly fashion and free from litter by the permittee. All litter, trash, etc., to be removed immediately or deposited in a dumpster box or boxes as may be required and emptied no later than 24 hours following departure.**
- 8. That, except for cooling water there shall be no discharge of waste into the river. All toilet waste will be disposed by professional contract at the cost of the permittee.**
- 9. That any arrangements for use of electricity, gas, light, heat, power, and telephone used, rendered, or supplied, must be made by the permittee at the full cost of the permittee with the approval of the Director of Streets.**

DOCK BARGE PERMIT CONDITIONS

- 10. Additionally, this permit contains the following conditions:**
- A. The Agency agrees to abide by all applicable City Ordinances, State Laws, Federal Laws, Coast Guard, Federal Aviation Administration, Corps of Engineers and any other governmental regulatory requirements which could reasonably be construed to apply to the operation of an office barge affecting public health, safety, and/or quality of life, which agreement is made voluntarily by the Agency in consideration of the City's issuance of this Permit, regardless of whether or not the Agency is obliged to comply with such Laws, Ordinances and/or regulatory requirements.**

Permit fees are based on annual rental rates and will be \$4.31 per one hundred feet (100') per day payable in advance to the City of St. Louis Port Authority.

EXHIBIT B

Department of Streets Heliport Permit

CONDITIONS FOR TEMPORARY MOORING ON THE RIVERFRONT

- 1. The permittee agrees to vacate the mooring site(s), at the permittee's cost, within 90 days of written request by the City of St. Louis for the implementation of the Riverfront Plan or other municipal purpose(s) as determined solely by the City of St. Louis.**
- 2. Gangplanks and closings shall be located under the supervision and to the satisfaction of the Director of Streets.**
- 3. Gangplanks shall be properly barricaded with flashers during all hours of darkness.**
- 4. Gangplanks shall not impede entrances to buildings, fire lanes, or other vehicle and pedestrian access ways, without written permission from the owner and Director of Streets.**
- 5. Access shall be open to all fire plugs or other utilities.**
- 6. To the extent permitted by law, the permittee is bound hereby to keep harmless and defend the City of St. Louis from all damages which may be sustained by it and all claims which may be made against it by reason of any injury to person or damage to property resulting from anything done in connection with the permit, and for this purpose an insurance policy providing coverage up to One Million Dollars (\$1,000,000) for injury to any one person, Three Million Dollars (\$3,000,000) for injury to any two or more persons, and Three Millions Dollars (\$3,000,000) for property damage, shall be filed with the Street Department or Port Authority before the permit is issued.**
- 7. That the excursion boats are to be operated in accordance with the rules and regulation governing the use of the river. The "Port Service Area" is to be kept in a neat and orderly fashion and free from litter by the permittee. All litter, trash, etc., to be removed immediately or deposited in a dumpster box or boxes as may be required and emptied no later than 24 hours following departure.**
- 8. That, except for cooling water there shall be no discharge of waste into the river. All toilet waste will be disposed by professional contract at the cost of the permittee.**
- 9. That any arrangements for use of electricity, gas, light, heat, power, and telephone used, rendered, or supplied, must be made by the permittee at the full cost of the permittee with the approval of the Director of Streets.**

HELIPORT PERMIT CONDITIONS

10. Additionally, this permit contains the following conditions:

A. The Heliport Barge will include one pad for scenic tour use ("Scenic Tour Use") and for public landing and parking ("Public Use"). Scenic Tour Use will be conducted on a daily basis from March 1 through November 30 in each of the years of operation. Public Use of the Heliport will be on a year-round basis. Daily hours of operation will be from 11:00 a.m. to sunset for Scenic Tour Use and during daylight hours for Public Use. The Agency shall neither advertise by mass media or by distribution of printed materials the availability of such Public Use nor solicit Public Use in any way, except the Agency may identify the Public Use by signage, disclose any Public Use information required by law and provide materials regarding Public Use upon request.

B. (i) The Agency agrees, notwithstanding the hours of operation described above, to temporarily and completely suspend operations of the Heliport during periods of time requested by the City of St. Louis (the "City") when such operation would, in the sole and unfettered judgment of the City, disrupt, disturb or interfere with riverfront or other events (the "Event" or "Events"). The City may, in the City's sole and unfettered discretion, authorize the Agency to temporarily modify operations of the Heliport as required to eliminate such disruption, disturbance or interference, as an alternative to complete suspension of operations. The City agrees, to the extent possible, to provide the Agency with five days prior written notice, which notice shall be issued by the City, provided, however, that, if an Event is in progress and the City, in its sole and unfettered discretion, determines that Heliport operations are interfering with, disrupting, or disturbing the Event, the Agency shall immediately cause Heliport operations to cease or to be operated in a manner that eliminates such interference or disturbance to the City's satisfaction for the duration of the Event. The Agency shall provide the City with two emergency contact telephone numbers for Agency officials who have the authority to cause Heliport operations to immediately cease or be modified. The City agrees, to the extent possible, to keep the Agency informed of Events, and the Agency agrees to affirmatively consult regularly with the City as to the scheduling of any Events which would require suspension of Heliport operations.

(ii) For the purposes of this provision B and until the Agency is notified in writing by the City, Anne Chance, City of St. Louis Special Events Program Executive is the Authorized Representative of the City and, as such, is authorized by the City to act on its behalf. The City may change its Authorized Representative at any time by providing the Agency with written notice of the name of the new Authorized Representative.

- C. The Agency agrees to cause Heliport operations to be conducted in a manner that does not interfere with downtown business operations or residential living in any respect. The Agency further agrees to abide by all applicable City Ordinances, State Laws, Federal Laws, Coast Guard, Federal Aviation Administration, Corps of Engineers and any other governmental regulatory requirements which could reasonably be construed to apply to the operation of a Heliport and/or helicopter operations originating from a Heliport, affecting public health, safety, and/or quality of life, which agreement is made voluntarily by the Agency in consideration of the City's issuance of this Permit, regardless of whether or not the Agency is obliged to comply with such Laws, Ordinances and/or regulatory requirements.**

Permit fees are based on annual rental rates and will be \$4.31 per one hundred feet (100') per day payable in advance to the City of St. Louis Port Authority.

EXHIBIT C

Department of Streets Riverboat Permit

CONDITIONS FOR TEMPORARY MOORING ON THE RIVERFRONT

1. The permittee agrees to vacate the mooring site(s) at the permittee's cost, within 90 days of written request by the City of St. Louis for the implementation of the Riverfront Plan or other municipal purpose(s) as determined solely by the City of St. Louis.
2. Gangplanks and closings shall be located under the supervision and to the satisfaction of the Director of Streets.
3. Gangplanks shall be properly barricaded with flashers during all hours of darkness.
4. Gangplanks shall not impede entrances to buildings, fire lanes, or other vehicle and pedestrian access ways, without written permission from the owner and Director of Streets.
5. Access shall be open to all fire plugs or other utilities.
6. To the extent permitted by law, the permittee is bound hereby to keep harmless and defend the City of St. Louis from all damages which may be sustained by it and all claims which may be made against it by reason of any injury to person or damage to property resulting from anything done in connection with the permit, and for this purpose an insurance policy providing coverage up to One Million Dollars (\$1,000,000) for injury to any one person, Three Million Dollars (\$3,000,000) for injury to any two or more persons, and Three Millions Dollars (\$3,000,000) for property damage, shall be filed with the Street Department or Port Authority before the permit is issued.
7. That the excursion boats are to be operated in accordance with the rules and regulation governing the use of the river. The "Port Service Area" is to be kept in a neat and orderly fashion and free from litter by the permittee. All litter, trash, etc., to be removed immediately or deposited in a dumpster box or boxes as may be required and emptied no later than 24 hours following departure.
8. That, except for cooling water there shall be no discharge of waste into the river. All toilet waste will be disposed by professional contract at the cost of the permittee.
9. That any arrangements for use of electricity, gas, light, heat, power, and telephone used, rendered, or supplied, must be made by the permittee at the full cost of the permittee with the approval of the Director of Streets.

RIVERBOAT PERMIT CONDITIONS

- 10. Additionally, this permit contains the following conditions:**
- A. The Agency agrees to abide by all applicable City Ordinances, State Laws, Federal Laws, Coast Guard, Federal Aviation Administration, Corps of Engineers and any other governmental regulatory requirements which could reasonably be construed to apply to the operation of riverboats affecting public health, safety, and/or quality of life, which agreement is made voluntarily by the Agency in consideration of the City's issuance of this Permit, regardless of whether or not the Agency is obliged to comply with such Laws, Ordinances and/or regulatory requirements.**

Permit fees are based on annual rental rates and will be \$4.31 per one hundred feet (100') per day payable in advance to the City of St. Louis Port Authority.

AMENDMENT TO THE SECOND MEMORANDUM OF AGREEMENT

THIS AMENDMENT TO THE SECOND MEMORANDUM OF AGREEMENT (the “Amendment”) is dated as of December 31, 2018 (the “Effective Date”), by and between THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT (the “Agency”) and THE CITY OF ST. LOUIS, MISSOURI (the “City”).

WHEREAS, the Agency and the City entered into a Second Memorandum of Agreement dated December 31, 2011, whereby the City permits the Agency to locate the Riverboats on the Riverboat Mooring Site, the Dock Barge on the Dock Barge Mooring Site, and the Heliport on the Heliport Site pursuant to temporary annual permits subject to the terms and conditions therein (the “Agreement”);

WHEREAS, the Agency and the City desire to amend the Agreement to extend the term of the Agreement in accordance with the terms and conditions set forth herein;

WHEREAS, Section 6.3 of the Agreement provides that any amendment or modification of the Agreement shall be authorized solely by the requisite vote of the governing body or department head of the City or the Agency granting such consent or by the officers authorized by such governing body or department head.

THEREFORE, the Agency and the City agree to amend the Agreement as follows:

1. All capitalized words used as defined terms in this Amendment shall have their meanings as set forth in the Agreement.
2. Section 6.6 of the Agreement, Agreement Term, is hereby amended in part to extend the term of the Agreement. Accordingly, the first sentence of Section 6.6 is hereby amended to delete the phrase “December 31, 2015” and replace it with “December 31, 2020.” Further, the second sentence of Section 6.6 is hereby amended to delete the phrase “December 31, 2018” and replace it with “December 31, 2022.”
3. The Recitals of the Agreement are hereby amended in part to require the City Department of Streets to continue to issue the Riverboat Permit, Dock Barge Permit, and Heliport Permit during the extended term of the Agreement. Accordingly, Paragraph 25 of the Recitals is hereby amended to delete the phrase “December 31, 2015” and replace it with “December 31, 2020.”
4. Section 3.1 of the Agreement, Permit for Riverboat Mooring Site, is hereby amended in part to require the City to renew the Riverboat Permit during the extended term of the Agreement. Accordingly, the first sentence of Section 3.1(d) is hereby amended to delete the phrase “December 31, 2015” and replace it with “December 31, 2020” and to delete the phrase “December 31, 2018” and replace it with “December 31, 2022.”

5. Section 3.2 of the Agreement, Permit for Dock Barge Mooring Site, is hereby amended in part to require the City to renew the Dock Barge Permit during the extended term of the Agreement. Accordingly, Section 3.2(d) is hereby amended to delete the phrase “December 31, 2015” and replace it with “December 31, 2020” and to delete the phrase “December 31, 2018” and replace it with “December 31, 2022.”
6. Section 3.3 of the Agreement, Permit for Heliport Site, is hereby amended in part to require the City to renew the Heliport Permit during the extended term of the Agreement. Accordingly, Section 3.3(f) is hereby amended to delete the phrase “December 31, 2015” and replace it with “December 31, 2020” and to delete the phrase “December 31, 2018” and replace it with “December 31, 2022.”
7. Except as amended by this Amendment, all other terms, provisions and sections of the Agreement shall remain in full force and effect.

Signature Page Follows

IN WITNESS WHEREOF, the duly authorized parties have executed this Amendment as of the day and year first above written.

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

THE CITY OF ST. LOUIS, MISSOURI

By: _____
Name:
Title:

By: _____
Mayor

ATTEST:

By: _____
Comptroller

By: _____
Name:
Title:

APPROVED AS TO FORM:

By: _____
City Counselor

ATTEST:

By: _____
Register

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
APPROVING A SECOND AMENDMENT TO THE
SECOND MEMORANDUM OF AGREEMENT BETWEEN BI-STATE
DEVELOPMENT AGENCY AND THE CITY OF ST. LOUIS, EXTENDING THE
TERM OF THE AGREEMENT AND REQUIRING ISSUANCE OF PERMITS**

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, the Collected Board Policies contain no provision applicable to the approval required for the Intergovernmental Agreement; 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, on May 15, 2006, the City of St. Louis and BSD entered into a Memorandum of Agreement (“Agreement”), as amended by the Amendment to the Memorandum of Agreement, dated February 16, 2007, for BSD to place a heliport on the city Riverfront and to allow the riverboat mooring site and docking barge to occupy wharf frontage on the St. Louis Riverfront; and

Whereas, the Second Memorandum of Agreement (“Second MOA”), dated December 31, 2011, extended the Memorandum of Agreement until December 31, 2018, and an Amendment to the Second Memorandum of Agreement extended the Agreement until December 31, 2022; and

Whereas, the Agency is currently operating under annual permits granted by the City Department of Streets under the terms set forth in the Amendment to the Second Memorandum; and

Whereas, it is feasible, necessary and in the public interest for the Agency to approve a Second Amendment to the Second Memorandum of Agreement between BSD and the City of St. Louis (City), to permit BSD to locate the Riverboats on the Riverboat Mooring Site, the Dock Barge on the Dock Barge Mooring Site, and the Heliport on the Heliport Site, for a period of five years, until December 31, 2027, 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 Second Amendment to the Agreement. The Board of Commissioners hereby approves a Second Amendment to the Second Memorandum of Agreement between BSD and the City of St. Louis (City), to permit BSD to locate the Riverboats on the Riverboat Mooring Site, the Dock Barge on the Dock

Barge Mooring Site, and the Heliport on the Heliport Site, for a period of five years, until December 31, 2027, 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 Amendment to the Agreement 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 City of St. Louis.

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 Amendment to the Agreement.

Section 8. Payment of Expenses. The Executive 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 Amendment to the Agreement.

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 18th day of November, 2022.

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 Agency
Board of Commissioners
Open Session Agenda Item
November 18, 2022**

From: Taulby Roach, President and Chief Executive Officer
Subject: **Sole Source Contracts for Hardware and Software Maintenance**
Disposition: Approval
Presentation: Thomas Curran, Executive Vice President, Administration

Objective:

To present to the Board of Commissioners for approval, a request for sole source contracts for Hardware and Software Maintenance as budgeted for FY 2023.

Background:

Bi-State Development (**BSD**) has made significant investment in its technology platforms, to enhance all aspects of our businesses. Each of these systems requires continued support from the manufacturer/developer, to ensure the software functions as expected and remains current with technology updates. When software products are initially licensed and deployed, BSD enters into software maintenance agreements with the manufacturer/developer that ensure the necessary support is available. These software maintenance agreements provide for:

- 1) Correction of “bugs” discovered after software delivery;
- 2) Enhancement of the software to improve performance and maintainability;
- 3) Adaptive maintenance to ensure continued efficient operation in changing operational environments; and
- 4) Emergency support to correct issues that may interfere with the efficient operation of the software.

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

Analysis:

BSD’s FY 2023 Operating Budget allocates approximately \$3,598,000 for costs associated with hardware and software maintenance contracts. Most of the contracts are less than \$100,000 per year, and therefore, do not require approval by the Board of Commissioners. The following providers’ annual costs are anticipated to exceed the \$100,000 threshold, which require Board approval.

<u>Supplier</u>	<u>Product Description</u>	<u>Annual Cost</u>
Giro	Operator Dispatch System	\$ 181,000
Indra	Fare Collection System	\$ 165,000
Kronos	Employee Timekeeping System	\$ 124,000
Oracle	Financial/ERP System	\$ 126,000
Scheidt and Bachmann	Farebox Management System	\$ 328,000
Trapeze	Operations & Customer Service Systems	\$ 1,202,000

The sum of these FY 2023 annual contracts over \$100,000 is \$2,126,000, an -18% decrease from the FY 2022 large contract total of \$2,604,000. BSD staff shall analyze each situation, prior to entering into any contracts, to verify the continued need and appropriate level of support. Negotiations will be conducted with the contractor to ensure reasonableness of cost.

Previous Action:

The Audit, Finance and Administration Committee approved this item, as presented, at the October 14, 2022 meeting.

Board Action Requested:

The Audit, Finance and Administration Committee recommends that the Board of Commissioners approve this request for FY 2023 funding of Sole Source Contracts for Hardware and Software Maintenance, as presented.

Funding Source:

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

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

PREAMBLES:

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

Whereas, the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the "Compact") to 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), require Board approval of all Non-competitive ("sole source or single bid") Procurements exceeding \$100,000; and

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

Whereas, the Agency has made significant investment in its technology platforms to enhance all aspects of its operations. Each of these systems require continued support from the manufacturer/developer to ensure the necessary support is available; and

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

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

Whereas, it is feasible, necessary and in the public interest for the Agency to approve the award of "sole source" contracts for Giro, Indra, Kronos, Oracle, Scheidt and Bachmann, and Trapeze, for the support of the Agency's hardware and software systems as required and within the amounts provided for in the FY2023 Operations Budget, 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 I.

Section 2. Approval of the Sole Source Contracts. The Board of Commissioners hereby approves the sole source contracts for Giro, Indra, Kronos, Oracle, Scheidt and Bachmann, and Trapeze, for the support of the Agency's hardware and software systems as required and within the amounts provided for in the FY2023 Operations Budget, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

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

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

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

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

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

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

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

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 18th day of November, 2022.

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 Agency
Board of Commissioners
Open Session Agenda Item
November 18, 2022**

From: Taulby Roach, President and Chief Executive Officer
Subject: **Contract Modification: Talent Management Solution**
Disposition: Approval
Presentation: Charles Stewart, Executive Director – Metro Transit
Diana Bentz, Vice President – Talent Management;
Thomas Curran, Executive Vice President – Administration

Objective:

To present to the Board of Commissioners for approval, a request to authorize the President & CEO to execute a contract modification with SABA Halogen Software, Inc.

Background:

During FY17, Bi-State Development (BSD) was in the process of obtaining a system that would support talent management functions around recruitment, performance management including goal setting and tracking, learning, compensation, and recruiting. This would allow for some automation and digitalization of processes, improving efficiencies and having better tracking and reporting functions.

Analysis:

BSD issued Solicitation 17-RFP-104440-DGR–Talent Management Solution seeking qualified firms to implement a talent management solution to allow BSD in its effort to move toward a unified and strategic support model for Human Resources. As a result of the procurement process, a total of two proposals were submitted:

Firm	Five Year Cost	Technical Score	Cost Score	Overall Score	Independent Cost Estimate
SABA Halogen Software Inc.	\$521,457.00	59.4	25	84.4.	---
GNC Consulting Inc.	\$683,133.00	56.9	17.25	74.15	---
Highest Possible Score 100					\$822,000.00

Following standard BSD procurement procedures, the contract was awarded to SABA Halogen Software Inc. at a firm fixed cost of \$342,537.00 for the three base years per SABA Halogen Software Inc. Best and Final Offer dated October 23, 2017. During the course of the contract, the contract cost increased due to additional implementation fees including consultant and training and added features to the applicant tracking system, Jobvite. The contract consisted of three base years and two option years. Currently, the contract is in Option Year 2; which is scheduled to expire November 30, 2022.

The SABA Halogen system was the first Talent Management system BSD had ever implemented. Before issuing another solicitation, we have decided it would be best to explore other options and functionality which might meet our needs more effectively. This research is underway, but not yet completed. The current system mostly meets our needs for today; therefore, another year will not create any issues. However, the concern is whether or not it will meet the needs for tomorrow.

A new solicitation will be issued; therefore, the contract extension will allow BSD to maintain the SABA Halogen software until a new contract is awarded and implementation completed.

Previous Action:

The Audit, Finance and Administration Committee approved this item, as presented, at the October 14, 2022 meeting.

Board Action Requested:

The Audit, Finance and Administration Committee recommends that the Board of Commissioners approve the request to authorize the President & CEO to approve a contract modification with SABA Halogen Software Inc. to extend the contract period of performance from November 30, 2022 to November 30, 2023. An additional cost of \$185,544.44 to cover the extended timeframe will be incorporated into the contract, increasing the contract amount from \$785,446.60 to \$970,991.04.

Funding Source:

This project is funded through operating funding.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
MODIFYING A CONTRACT WITH SABA HALOGEN SOFTWARE, INC.
FOR TALENT MANAGEMENT SOFTWARE SOLUTIONS**

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, Sections G.1. and G.2. require the Board of Commissioners to approve modifications which modify the approved contract cost and extend the contract performance period beyond 180 days; and

Whereas, the Agency issued Solicitation 17-RFP-104440-DGR–Talent Management Solution seeking qualified firms to implement a talent management solution to allow BSD in its effort to move toward a unified and strategic support model for Human Resources, and as a result of the procurement process, two proposals were submitted; and

Whereas, following standard BSD procurement procedures, the contract was awarded to SABA Halogen Software Inc. at a firm fixed cost of \$342,537.00 for the three base years per SABA Halogen Software Inc. Best and Final Offer dated October 23, 2017; and

Whereas, during the course of the contract, the contract cost increased due to additional implementation fees including consultant and training and added features to the applicant tracking system, Jobvite, and the contract consisted of three base years and two option years. Currently, the contract is in Option Year 2; which is scheduled to expire November 30, 2022; and

Whereas, the Agency is exploring other options and functionality which might meet our needs more effectively in the future, but the research is not yet completed; and

Whereas, a new solicitation will be issued; however, the contract extension will allow BSD to maintain the SABA Halogen software until a new contract is awarded and implementation completed; and

Whereas, it is feasible, necessary and in the public interest for the Board of Commissioners to authorize the President & CEO approve a contract modification with SABA Halogen Software Inc, to extend the contract period of performance from November 30, 2022 to November 30, 2023, at an additional cost of \$185,544.44 to cover the extended timeframe, increasing the contract amount from a not to exceed amount of \$785,446.60 to \$970,991.04, 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 Modification of the Contract. The Board of Commissioners hereby authorizes the President & CEO approve a contract modification with SABA Halogen Software Inc, to extend the contract period of performance from November 30, 2022 to November 30, 2023, at an additional cost of \$185,544.44 to cover the extended timeframe, increasing the contract amount from a not to exceed amount of \$785,446.60 to \$970,991.04, 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 SABA Halogen Software, 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 Executive 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 18th day of November, 2022.

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 Agency
Board of Commissioners
Open Session Agenda Item
November 18, 2022**

From: Taulby Roach, President and CEO
Subject: **Amended and Restated 457(f) Executive Deferred Compensation Plan**
Disposition: Approval
Presentation: Taulby Roach, President and CEO
Diana Bentz, Vice President – Talent Management
Barbara Enneking, General Counsel
Dave Toben, Director of Benefits

Objective:

To present to the Board of Commissioners, a request for approval, of the Amended and Restated 457(f) Executive Deferred Compensation Plan to recognize and retain top tier talent.

Background:

Organizations that do not have options for variable pay such as annual bonuses or stock options, can find it difficult to attract and retain key talent to accomplish long-term strategic objectives. Given Bi-State Development (BSD) is one of those organizations, the Talent Management and Benefits Departments reviewed options and recommended consideration of a 457(f) Plan.

At the February 18, 2022 Board meeting, the Board approved the creation and drafting of a 457(f) deferred compensation plan for Agency executive staff and authorized certain Agency staff to determine the parameters of the 457(f) plan design and implementation subject to Board approval. In accordance with Board instructions, the Vice President – Talent Management and Director of Benefits presented a proposed 457(f) Executive Deferred Compensation Plan program at the September 23, 2022 Board meeting. The Board approved the 457(f) Executive Deferred Compensation Plan Program, including the 457(f) Executive Deferred Compensation Plan, at the October 14, 2022 Special Meeting.

A 457(f) Plan is a non-qualified plan, which allows any eligible participant to defer income on a pre-tax basis to supplement the limit that is currently provided by ERISA for a 401(k) plan. These limits generally are not sufficient for a highly compensated employee to save enough for retirement. A non-qualified plan has no compensation or monetary limits, however, the plan sponsor at its sole discretion determines the percentage of income that can be deferred into the plan.

Analysis:

The 457(f) Executive Deferred purpose of the Plan is to attract and retain key executives and recognize their contribution to the successful operation of BSD with elective salary deferrals and associated match and a discretionary contribution conditioned on the future performance of “substantial services” under Section 457(f)(3)(B) of the Code and requires a “substantial risk of forfeiture” regulated by a vesting period. However the 457(f) Executive Deferred Compensation Plan, as approved by the Board at the October 14, 2022 Special Meeting, did not provide for the Chief Audit Executive as an eligible participant.

Board Action Requested:

It is requested that the Board of Commissioners approve the Amended and Restated 457(f) Executive Deferred Compensation Plan, as attached, to provide for the inclusion of the Chief Audit Executive as an eligible participant.

Funding Source:

Board designated operational funds.

Attachments:

- A. 457(f) Deferred Executive Compensation Plan Document
- B. Amended and Restated 457(f) Deferred Executive Compensation Plan Document – Redlined
- C. Amended and Restated 457(f) Deferred Executive Compensation Plan Document - Clean

**BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS
METROPOLITAN DISTRICT
457(F) DEFERRED COMPENSATION PLAN**

**EFFECTIVE
JANUARY 1, 2023**

**BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS
METROPOLITAN DISTRICT
457(F) DEFERRED COMPENSATION PLAN**

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**BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS
METROPOLITAN DISTRICT
457(F) DEFERRED COMPENSATION PLAN**

WHEREAS, Bi-State Development Agency of the Missouri-Illinois Metropolitan District (hereinafter the “Employer”) is an interstate transportation authority created by Section 70.370 et seq. of the Missouri Revised Statutes and Chapter 45 100/1 et seq. of the Illinois Compiled Statutes as a body politic and corporate (jointly referred to herein as the “Compact”); and

WHEREAS, the Employer desires to attract and retain key executives and recognize their contribution to its successful operation by means of a discretionary defined contribution plan not subject to Code Section 412 for those employees who shall qualify as Participants hereunder; and

WHEREAS, the Employer intends to adopt and maintain this Plan as an “ineligible plan of deferred compensation” within the meaning of Section 457(f) of the Code and to satisfy the requirements of Section 409A of the Code; and

WHEREAS, this Bi-State Development Agency of the Missouri-Illinois Metropolitan District 457(f) Deferred Compensation Plan (the “Plan”), effective January 1, 2023, has been prepared for consideration of the Board of Commissioners to provide a tax deferred capital accumulation opportunity through the deferral of compensation in order to encourage the employees to maintain a long-term relationship with the Employer and provide flexibility to the employee in his or her financial planning.

NOW, THEREFORE, the Employer adopts this Plan document effective January 1, 2023, as a nonqualified deferred compensation program for the benefit of a select group of management or highly compensated employees of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District.

ARTICLE I - ESTABLISHMENT OF PLAN

1.01 Establishment. The Employer hereby establishes this Plan effective as of January 1, 2023.

1.02 Name. Effective January 1, 2023, the Plan shall be known as the “Bi-State Development Agency of the Missouri-Illinois Metropolitan District 457(f) Deferred Compensation Plan”.

1.03 Purpose. The purpose of the Plan is to allow deferred compensation incentives to be credited to the Plan for the benefit of the Participants, and such amounts shall be paid to the Participants (or their beneficiaries) as set forth herein, provided the amounts credited and any allocable Earnings hereunder shall be subject to a Substantial Risk of Forfeiture.

ARTICLE II - DEFINITIONS

Whenever used in this Plan, the following words and phrases shall have the meanings set forth below unless the context plainly requires a different meaning.

2.01 Applicable Guidance. The term “Applicable Guidance” means as the context requires Code §83 and 409A, Treas. Reg. §1.83, Treas. Reg. §1.409A, or other written Treasury or IRS guidance regarding or affecting Code §83 or 409A, including, as applicable, any Code §409A guidance in effect prior to January 1, 2023.

2.02 Award. The term “Award” means Elective Deferrals, Employer Matching Contributions, and Employer Discretionary Contributions and any allocated Earnings on such contributions that are credited to a Participant’s Deferred Compensation Account.

2.03 Beneficiary. The term “Beneficiary” means any person, entity, or any combination thereof designated by a Participant to receive benefits under this Plan in the event of the Participant’s death, or in the absence of any such designation, his or her spouse, and if the Participant is not survived by his or her spouse, to his or her estate. The term “Beneficiary” shall include one or more Beneficiaries, including all contingent Beneficiaries designated.

2.04 Board. The term “Board” shall refer to the Board of Commissioners of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District.

2.05 Code. The term “Code” shall mean the Internal Revenue Code of 1986, as amended.

2.06 Deferred Compensation Account. The term “Deferred Compensation Account” shall have the meaning set forth in Article 7 of this Plan.

2.07 Disability. The term “Disability” means a condition of a Participant who by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months: (i) is unable to engage in any substantial gainful activity; or (ii) is receiving income replacement benefits for a period of not less than 3 months under an accident and health plan covering Employees. The Employer will determine whether a Participant has incurred a Disability based on its own good faith determination and may require a Participant to submit to reasonable physical and mental examinations for this purpose. A Participant will be deemed to have incurred a Disability if: (i) the Social Security Administration or Railroad Retirement Board determines the Participant is totally disabled; or (ii) the applicable insurance company providing disability insurance to the Participant under an Employer sponsored disability program determines a Participant is disabled under the insurance contract definition of disability, provided such definition complies with the definition in this Section.

2.08 Earnings. The term “Earnings” shall have the meaning set forth in Article 6 of this Plan.

2.09 Effective Date. The term “Effective Date” shall mean January 1, 2023.

2.10 Elective Deferrals. The term “Elective Deferrals” shall mean the contributions made to the Plan at the election of a Participant via a Salary Reduction Agreement in lieu of receiving current cash compensation as described in Section 4.01.

2.11 Eligible Employee. The term “Eligible Employee” shall mean an Employee who is designated by the Board to participate in the Plan pursuant to Article 3.

2.12 Employee. The term “Employee” shall mean an employee of the Employer.

2.13 Employer. The term “Employer” shall mean Bi-State Development Agency of the Missouri-Illinois Metropolitan District and any successor which shall maintain this Plan. The Employer is an interstate transportation authority created by Section 70.370 et seq. of the Missouri Revised Statutes and Chapter 45 100/1 et seq. of the Illinois Compiled Statutes as a body politic and corporate (jointly referred to herein as the “Compact”). The Employer includes all persons and any business or legal entity with whom the Employer would be considered a single employer under Code §§414(b) or (c).

2.14 Employer Discretionary Contributions. The term “Employer Discretionary Contributions” shall mean the periodic contributions made by the Employer at the discretion of the Board as set forth in Section 4.03 of this Plan.

2.15 Employer Matching Contributions. The term “Employer Matching Contributions” shall mean the periodic contributions made by the Employer on account of the Elective Deferrals made by Participants. The Matching Contribution shall be equal to a fixed percent of the Elective Deferrals for the Plan Year as determined at the sole discretion of the Board as further described in Section 4.02 of this Plan.

2.16 Participant. The term “Participant” shall mean an Employee who has been designated by the Board to participate in this Plan and who is accruing benefits under the Plan.

2.17 Plan Year. The term “Plan Year” shall refer to the twelve (12) months ending December 31, or the calendar year.

2.18 Plan. The term “Plan” shall mean this Bi-State Development 457(f) Deferred Compensation Plan which includes this Plan document, and all notices, forms, elections and other written documentation to which the Plan refers, as applicable.

2.19 Separation from Service. The term “Separation from Service” shall mean the Employee’s termination of employment with the Employer whether on account of death, retirement, Disability or otherwise.

2.20 Salary Reduction Agreement. The term “Salary Reduction Agreement” shall mean the written agreement between the Participant and the Employer to reduce the Participant’s regular base salary for the purpose of pre-tax Elective Deferrals to the Plan. The Salary Reduction Agreement shall specify the Participant’s Elective Deferral, Employer Matching Contribution, and the future service and/ or performance criteria required to vest in the Elective Deferrals and Employer Matching Contributions for the specified Plan Year,

2.21 Substantial Risk of Forfeiture. The term “Substantial Risk of Forfeiture” shall mean a risk a Participant will not satisfy a condition hereunder that must be satisfied in order to receive the Awards made by the Employer hereunder, and which constitutes a “substantial risk of forfeiture” under Code Sections 409A and 457(f) or any successor corresponding provision.

2.22 Substantial Services. The term “Substantial Services” shall mean the level of services by a Participant required in order for the receipt of benefit to be conditioned on the future performance of “substantial services” under Section 457(f)(3)(B) of the Code or any successor corresponding provision.

2.23 Termination for Cause. The term “Termination for Cause” shall mean the termination by the Employer of the Participant’s employment with the Employer for cause. For purposes of this Plan, the term “for cause” shall refer to a termination of employment based upon the Employer’s determination that the Participant is guilty of dishonesty, gross neglect of duty, willful misconduct, willful failure or refusal to discharge employment duties, or willful acts that violate the Employer’s written policies or directives, or other act or omission which substantially impairs the Employer’s ability to conduct its ordinary business in its usual manner; or that the Participant has been criminally convicted for any act that would constitute a felony (other than a traffic offense), or any act regarding moral turpitude.

2.24 Valuation Date. The term “Valuation Date” means the last day of each Plan Year, and such other dates as the Employer may determine.

2.25 Vesting Period. The term “Vesting Period” means the Substantial Services period specified for a given Participant during which a Substantial Risk of Forfeiture exists.

2.26 Notice of Award. The term “Notice of Award” means the written document provided by the Employer to the Participant detailing the amount of the Employer Discretionary Contribution, the credit date, and the future service and/ or performance criteria required to vest in the Employer Discretionary Contribution.

ARTICLE III - ELIGIBILITY AND PARTICIPATION

3.01 Participant Designation. Each year, the Board will determine those Employees who shall be eligible to participate in this Plan, (“Eligible Employees”). As of the Effective Date of this Plan, the Employer’s President and Chief Executive Officer, and Executive Vice Presidents shall be eligible to participate in the Plan.

3.02 Participation in this Plan. An Eligible Employee who is designated to participate in the Plan shall commence participation in the Plan as of the date designated by the Board. The fact a Participant is eligible to participate in one Plan Year, does not guarantee the Participant the right to participate in any other Plan Year. The Board may terminate or suspend the participation of any Eligible Employee at any time.

ARTICLE IV – ELECTIVE DEFERRALS AND CONTRIBUTIONS

4.01 Elective Deferrals. During the period in which a Participant is eligible to participate in the Plan, he or she may make an initial election to defer the right to vesting and payment of all or a specified portion of his or her regular base salary by entering into a Salary Reduction Agreement with the Employer.

To be effective, the Salary Reduction Agreement must be made in writing before the beginning of the calendar year in which any services giving rise to the compensation are performed. Such election shall only apply to the Plan Year for which it is made and shall become irrevocable as of December 31 immediately preceding the Plan year for which the election relates. The Board shall determine the maximum Elective Deferrals per Participant per Plan Year. These determinations will be reflected in the Salary Reduction Agreement and need not be the same for any two Participants.

The extent to which a Participant is vested in any Elective Deferral made to his or her Account shall be determined in accordance with Article 5.

4.02 Employer Matching Contributions. The Employer shall determine the rate of Employer Matching Contributions it will make with respect to the Participant's Elective Deferrals. The Employer Matching Contribution shall equal a percentage of the Participant's Elective Deferrals and shall be determined by the Board in accordance with Prop. Regs. Sec. 1.457-12 which provides in subsection (e)(2) that the match must be structured so that the present value of the amount to be paid due to the deferral plus match must be more than 125% of the present value of the amount of the salary deferral. This has been interpreted to require a match of more than 25%. The purpose of this is to ensure the present value of the amount to be paid upon the lapse of the Substantial Risk of Forfeiture with respect to the Participant's Elective Deferrals will be materially greater than the amount the Participant otherwise would be paid in the absence of the Substantial Risk of Forfeiture.

The extent to which a Participant is vested in any Employer Matching Contributions made to his or her Account shall be determined in accordance with Article 5.

4.03 Employer Discretionary Contributions. During the term of this Plan, the Board may defer additional amounts for the benefit of a Participant. The amount and frequency of such Employer Contributions shall be determined by the Board in its complete and sole discretion, will not require any deferral by the Participant to receive the Employer Discretionary Contribution, and need not be the same for any two Participants. In any Plan Year, the Employer may defer amounts for one or more Participants; may not defer amounts for other Participants; may defer different amounts for different Participants and may choose to not defer any amounts for any Participants.

At the time of awarding an Employer Discretionary Contribution, the Board shall designate in writing the terms and conditions of the Employer Discretionary Contribution. The Employer shall credit the Employer Discretionary Contribution as of January 1 of the Plan Year, or such other dates as determined in the sole discretion of the Board. For the First Plan Year the Employer shall credit the Employer Contribution as of January 1, 2023.

The extent to which a Participant is vested in any Employer Discretionary Contribution made to his or her Account shall be determined in accordance with Article 5.

ARTICLE V – VESTING PERIOD

5.01 Vesting. A Participant shall be vested and no longer subject to a Substantial Risk of Forfeiture upon reaching the Vesting Date specified in the Salary Reduction Agreement or Notice of Award for a given Plan Year. Generally, a Participant will be required to perform future substantial services for a period of two (2) continuous years of service measured from the first day of the Plan Year for which the Award relates. The Board may, in its complete and sole discretion, designate a longer service period requirement but in no event shall the service period requirement be less than two (2) years.

5.02 Acceleration of Vesting Period. In the event of the Participant's Separation from Service with the Employer due to the death, Disability of the Participant, or an involuntary termination of employment that is not a Termination for Cause before the Vesting Period is completed, the Vesting Period shall be deemed completed and the Participant shall become fully vested as of the date of the Participant's Separation from Service due to death or Disability, or an involuntary termination of employment that is not a Termination for Cause. Notwithstanding the above, the Board, in its complete and absolute discretion, may accelerate the Vesting Period for any Participant for any reason prior to Amounts Deferred being forfeited pursuant to Section 5.03.

5.03 Forfeiture of Amounts Credited. Notwithstanding any other provision herein, a Participant shall forfeit all rights hereunder to Awards upon a Termination for Cause as defined in Article 2 of this Plan or Separation from Service before completion of the Vesting Period for any reason other than the Participant's death, Disability, or an involuntary termination of employment that is not a Termination for Cause.

ARTICLE VI – EARNINGS

6.01 Establishment of Investment Funds to Track Earnings. In addition to the Employer Contributions credited to the Participant's Deferred Compensation Account, the Employer shall also adjust the Participant's Deferred Compensation Account by an amount equal to the amount that would have been earned (or lost) in instruments designated by the Participant under a list of approved investments issued by the Employer from time to time, in the manner designated by the Employer (such amounts shall be referred to herein as "Earnings"). In the case of a designation of a mutual fund or other investment, (a) the amount deemed invested will be equal to the Participant's Deferred Compensation Account (under Article 7 hereof), or a portion thereof as designated, and shall be treated as if such amounts had been paid into such investment, as appropriate, and (b) as if the charges and expenses associated with such an investment had been incurred, which will decrease the Participant's Deferred Compensation Account balance.

The decision to determine Earnings by tying the return to various investments, and the methods or principles and accounting period used for allocation of Earnings, shall be at the sole discretion of the Employer, and the Employer may change the methodology from time to time. If any Earnings calculation method is changed, Earnings previously allocated to the Participant's Deferred Compensation Account shall not retroactively be restated; the revised Earnings calculation method shall only be applied prospectively.

If the Employer elects to determine Earnings in a manner which permits Participants to direct investment, each Participant will be permitted to direct the investment of all amounts credited to the Plan on his or her behalf. In such an event, a Participant will exercise this right in accordance with the terms of this Plan, pursuant to any limitations or restrictions established by the Employer, and under any governing federal or state law. If the Employer elects to determine Earnings in the manner specified in this Section, the right set forth herein shall be strictly limited to investment directions and no Participant shall be entitled to a distribution of any Deferred Compensation Account asset except as otherwise provided in the Plan.

6.02 Accrual of Earnings. Earnings shall accrue on the balance in the Participant's Deferred Compensation Account until the entire balance of the Participant's Deferred Compensation Account has been paid to the Participant or the Participant's Beneficiary. The Employer shall not be responsible for the investment or performance results, or the expenses, of such investments. All Earnings shall be subject to a Substantial Risk of Forfeiture and the amount of any Earnings may decrease because of investment losses, investment expenses, or similar reasons in later periods.

6.03 Establishing a Rabbi Trust. The Employer, in its sole and absolute discretion, may acquire any investment product or any other instrument, establish a grantor trust as hereinafter described, or otherwise invest any amount to provide the funds from which it can satisfy its obligation to make benefit payments under this Plan; however, the Employer is under no obligation to do so. In its sole discretion, the Employer may establish a grantor trust, sometimes referred to as a "Rabbi Trust", for the purpose of creating a reserve account to meet the liabilities of this Plan. Any such Rabbi Trust will be based on any model trust document provided by the IRS and may

be established as an irrevocable trust that will not allow return of trust assets to the Employer until plan liabilities are satisfied but must allow for payment of claims by creditors of Employer in the event of Employer insolvency or bankruptcy. Any investment product or other similar item so acquired for the convenience of the Employer shall be the sole and exclusive property of the Employer with the Employer named as owner and beneficiary thereof. To the extent the Participant or the Participant's Beneficiary acquires a right to receive payments from the Employer under the provisions herein, such right shall be no greater than the right of any unsecured general creditor of the Employer.

6.04 Restriction on Trust Assets. Any Rabbi Trust and the trust assets must be located in and remain within the United States. The Rabbi Trust may not contain any provision limiting the assets to the payment of Plan benefits upon a "Change in the Employer's Financial Health" as that term is described in Applicable Guidance, even if the assets remain subject to claims of the Employer's general creditors.

ARTICLE VII - DEFERRED COMPENSATION ACCOUNT

7.01 Deferred Compensation Account. The Employer shall establish for each Participant a recordkeeping account, referred to as the “Deferred Compensation Account”, to account for the Employer’s obligation to each Participant under the Plan. The Employer shall record in each Participant’s Deferred Compensation Account the amount equal to (i) Elective Deferrals, Employer Matching Contributions, and Employer Discretionary Contributions on the date or dates credited to the Participant, as specified in Article 4, and (ii) allocated Earnings from time to time, as described in Article 7. A Participant’s Deferred Compensation Account shall at all times remain a liability of the Employer. Any assets the Employer may “ earmark”, reserve, or otherwise set aside to meet the benefit obligations of the Plan shall remain part of the general assets of the Employer or be part of a trust as described in Section 6.03 with respect to which the Employer is the beneficial owner.

7.02 Plan to Remain Unfunded. The Employer intends this Plan to be an unfunded plan that is exempt from the Employee Retirement Income Security Act of 1974 (ERISA). No Participant, Beneficiary, or successor thereto has any legal or equitable right, interest or claim to any property or assets of the Employer including assets held in any Deferred Compensation Account under the Plan except as the Plan otherwise permits. The Employer’s obligation to pay Plan benefits is an unsecured promise to pay. Nothing in this Plan shall preclude the Employer from establishing a trust, as described in Section 6.03 that will operate as a reserve to meet the liabilities of this Plan. If the Employer elects to establish such a trust, as described in Section 6.03, in respect of its obligations under this Plan, the trustee will pay Plan benefits in accordance with the terms of this Plan or upon the Employer’s direction consistent with terms of this Plan and any applicable provision of a controlling trust agreement. If no such trust is created, the Employer may make notional contributions in lieu of actual contributions to the Plan and the Employer shall retain the discretion whether to invest any actual Plan contributions.

ARTICLE VIII – DISTRIBUTION OF BENEFITS

8.01 Payment Events. The benefits under this Plan (the “Award”) will be paid to the Participant, or in the event of death, to the Participant’s Beneficiary, following the earliest of the Participant’s Separation from Service due to Disability, death, or the last day of the Vesting Period specified by the Board in accordance with Sections 4.02 and 5.01. Payment will commence in the time and form specified below.

1) End of Vesting Period. At the end of the Vesting Period, if the Participant has satisfied the applicable requirements to provide Substantial Services as set forth in Article 5 herein, and has not had a Termination for Cause or Separated from Service other than by death, Disability, or an involuntary termination of employment that is not a Termination for Cause, an amount equal to the Award for the specified Plan Year, less any applicable taxes required to be withheld, shall be distributed to the Participant in one lump sum payment within the sixty (60) day period beginning with the last day of the Vesting Period and no later than March 15 of the calendar year following the year in which the Award is no longer subject to a Substantial Risk of Forfeiture.

2) Death Before Vesting Period Completed. In the event of the death of the Participant prior to completion of the Vesting Period, the Participant’s Deferred Compensation Account shall be deemed fully vested in accordance with Section 5.02. The Employer shall distribute an amount equal to the value of the Participant’s Deferred Compensation Account, less any applicable taxes required to be withheld, to the Participant’s Beneficiary in one lump sum payment within the sixty (60) day period beginning with the date of the Participant’s death and no later than March 15 of the calendar year following the year in which the Deferred Compensation Account is no longer subject to a Substantial Risk of Forfeiture.

3) Separation from Service due to Disability Before Vesting Period Completed. In the event the Participant Separates from Service prior to completion of the Vesting Period due to Disability, the Participant’s Deferred Compensation Account shall be deemed fully vested in accordance with Section 5.02. The Employer shall distribute an amount equal to the value of the Participant’s Deferred Compensation Account, less any applicable taxes required to be withheld, to the Participant in one lump sum payment within the ninety (90) day period beginning with the date of the Participant’s Separation from Service due to Disability and no later than March 15 of the calendar year following the year in which the Deferred Compensation Account is no longer subject to a Substantial Risk of Forfeiture.

4) Other Acceleration of Vesting Period. In the event of the acceleration of the Vesting Period due to an involuntary termination of employment that is not a Termination for Cause or at the complete and sole discretion of the Board pursuant to Section 5.02 prior to completion of the Vesting Period, the Employer shall distribute an amount equal to the value of the vested Award, less any applicable taxes required to be withheld, to the Participant in one lump sum payment within the sixty (60) day period beginning with the date the Award is deemed fully vested in accordance with Section 5.02 and no later than March 15 of the calendar year following the year in which the Award is no longer subject to a Substantial Risk of Forfeiture.

8.02 Payment in the Event of Tax Liability. In the event any Participant or Beneficiary is required to include as income any Amount Deferred (or any benefit payable) under this Plan before such amount is actually paid to the Participant or Beneficiary, the Employer shall pay to such Participant or Beneficiary an amount equal to the amount included in the Participant's or Beneficiary's taxable income. Any amount payable hereunder shall reduce the balance of the Participant's Deferred Compensation Account and shall reduce future benefit payments accordingly. A payment under this Section 8.02 shall only be permitted to the extent permitting such a payment is permissible under Code §457 or any other applicable tax rule.

8.03 Payment Only from Employer Assets. Any payment of benefits to a Participant or his or her Beneficiary shall be made from assets which shall continue, for all purposes, to be a part of the general assets of the Employer; no person shall have or acquire any interest in such assets by virtue of the provisions of this Plan. To the extent a Participant or his or her Beneficiary acquires a right to receive payments from the Employer under the provisions hereof, such right shall be no greater than the right of any unsecured general creditor of the Employer.

8.04 Withholding. The Employer will withhold from any payment made under the Plan all applicable taxes and any and all other amounts required to be withheld under Applicable Guidance.

The benefits that accrue under the Plan are subject to FICA taxes (which includes the Old-Age, Survivors and Disability Insurance tax and/or Medicare tax, as the case may be) which may become due before the benefits are actually paid as provided under Section 3121(v)(2) of the Code and related IRS regulations.

To ensure proper compliance with these regulations, the Employer will calculate the amount of FICA tax when it becomes due and will deduct the Participant's share of the FICA tax on amounts credited to the Participant's Account from other taxable compensation payable to the Participant by the Employer. If the Participant has insufficient other taxable compensation from the Employer from which to deduct such tax, then the Employer will remit the remaining portion of the Participant's share of the tax to the IRS and arrange for the collection of that amount from the Participant. The Participant will be solely liable for his or her share of FICA taxes on benefits accrued under the Plan.

8.05 Beneficiary Designation. A Participant may designate a Beneficiary (including one or more primary and contingent Beneficiaries) to receive payment of the Participant's Deferred Compensation Account at death. The Employer will provide each Participant with a form, which may be electronic, for this purpose and no designation will be effective unless made on that form and delivered to the Employer or its agent. A Participant may modify or revoke an existing designation of Beneficiary by executing and delivering a new designation to the Employer or its agent. In the absence of a properly designated Beneficiary, the Employer will pay a deceased Participant's Deferred Compensation Account to the Participant's surviving spouse and if none, to the Participant's then living lineal descendants, by right of representation, and if none, to the Participant's estate. If a Beneficiary is a minor or otherwise is a person whom the Employer reasonably determines to be legally incompetent, the Employer may cause the Plan or trust to pay the Participant's Deferred Compensation Account to a guardian, trustee or other proper legal representative of the Beneficiary. The Plan's or trust's payment of the deceased Participant's Deferred Compensation Account to the Beneficiary or proper legal representative of the Beneficiary completely discharges the Employer, the Plan and Trust of all further obligations under the Plan with respect to that payment.

ARTICLE IX – AMENDMENT AND TERMINATION

9.01 Amendment. Employer reserves the right to amend the Plan at any time to comply with Applicable Guidance or for any other purpose, provided such amendment will not without the consent of the Participant, affect such Participant's rights with respect to Awards previously vested by him. Except as the Plan and Applicable Guidance otherwise may require, the Employer may make any such amendments effective immediately.

9.02 Cessation of Future Awards. Employer may elect at any time to amend the Plan to cease future Employer Contributions as of a specified date. In such event, the Plan remains in effect (except those provisions permitting the frozen award type) until all balances are paid in accordance with the Plan terms, or, if earlier, upon the Employer's termination of the Plan.

9.03 Termination and Closure. The Employer reserves the right to terminate the Plan at any time. If the Plan is terminated, all outstanding Awards shall be deemed Vested and no longer subject to a Substantial Risk of Forfeiture. The Participant's Account shall be valued as of the Valuation Date immediately preceding the Plan's termination and distributed to the Participant in a single lump sum no later than two and one half (2 ½) months following the termination of the Plan and no later than March 15 of the calendar year following the year in which the Award is no longer subject to a Substantial Risk of Forfeiture.

ARTICLE X. - GENERAL PROVISIONS

10.01 No Assignment. No Participant or Beneficiary has the right to anticipate, alienate, assign, pledge, encumber, sell, transfer, mortgage or otherwise in any manner convey in advance of actual receipt, the Participant's Deferred Compensation Account. Prior to actual payment, a Participant's Deferred Compensation Account is not subject to the debts, judgments or other obligations of the Participant or Beneficiary and is not subject to attachment, seizure, garnishment or other process applicable to the Participant or Beneficiary.

10.02 Not an Employment Contract. This Plan is not a contract for employment between the Employer and any Employee who is a Participant. This Plan does not entitle any Participant to continued employment with the Employer, and benefits under the Plan are limited to payment of a Participant's benefit in accordance with the terms of the Plan.

10.03 Fair Construction. The Employer, Participants and Beneficiaries intend this Plan in form and in operation to be exempt from Code Section 409A, the regulations thereunder, and all other present and future Applicable Guidance as described under the short-term deferral rule provided in 26 C.F.R Section 1.409A-1(b)(4)(i).

10.04 Notice and Elections. Any notice given or election made under the Plan must be in writing and must be hand delivered or mailed by certified mail, to the Employer or to the Participant or Beneficiary as appropriate. Employer will prescribe the form of any Plan notice or election to be given to or made by Participants. Any notice or election will be deemed given or made as of the date of delivery, or if given or made by certified mail, as of 3 business days after mailing.

10.05 Administration. The Employer and Board will administer and interpret the Plan, including making a determination of the benefit due any Participant or Beneficiary under the Plan. As a condition of receiving any Plan benefit to which a Participant or Beneficiary otherwise may be entitled, a Participant or Beneficiary will provide such information and will perform such other acts as Employer reasonably may request. The Employer and Board may retain agents to assist in the administration of the Plan and may delegate to agents such duties as it sees fit. The decision of the Board or its designee concerning the administration of the Plan is final and is binding upon all persons having any interest in the Plan.

10.06 Accounting. The Employer will maintain for each Participant as is necessary for proper administration of the Plan sub-accounts for tracking Awards by Plan Year.

10.07 Account Statements. The Employer from time to time will provide each Participant with a statement of the Participant's Deferred Compensation Account as of the most recent Valuation Date. The Employer will also provide statements to any Beneficiary of a deceased Participant with a benefit remaining in the Plan.

10.08 Costs and Expenses. Investment charges will be borne by the Participant's Deferred Compensation Account to which they pertain. The Employer will pay the other costs, expenses

and fees associated with the operation of the Plan, excluding those incurred by Participants or Beneficiaries. The Employer will pay costs, expenses or fees charged by or incurred by the trustee only as provided in the trust or other agreement between the Employer and the trustee.

10.09 Reporting. The Employer will report deferred compensation for Employee Participants on Form W-2 in accordance with Applicable Guidance.

10.10 Applicable Law. All questions pertaining to the construction, validity and effect of the Plan shall be determined in accordance with the laws of the United States and to the extent not preempted by such laws, by the laws of the States of Missouri.

10.11 Gender and Number. Where the context permits, words denoting the masculine gender shall include the feminine gender, the singular shall include the plural, and the plural shall include the singular.

10.12 Statutory References. All references to the Code include reference to any comparable or succeeding provisions of any legislation which amends, supplements or replaces such section or subsection.

10.13 Headings. Section headings and titles are for reference only. In the event of a conflict between a title and the content of a section, the content of the section shall control.

10.14 Action by the Employer. Any action to be performed by Employer under the Plan shall be by resolution of its Board or by a person or persons authorized by Board resolution or Board approved Board Policy.

IN WITNESS WHEREOF, Bi-State Development Agency of the Missouri-Illinois Metropolitan District has executed this Plan this _____ day of _____, 20__.

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

Date: _____

By: _____

Witness: _____

Name: _____

Title: _____

**BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS
METROPOLITAN DISTRICT
457(F) DEFERRED COMPENSATION PLAN**

AMENDED AND RESTATED

**EFFECTIVE
JANUARY 1, 2023**

**BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS
METROPOLITAN DISTRICT
457(F) DEFERRED COMPENSATION PLAN**

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**BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS
METROPOLITAN DISTRICT
457(F) DEFERRED COMPENSATION PLAN**

WHEREAS, Bi-State Development Agency of the Missouri-Illinois Metropolitan District (hereinafter the “Employer”) is an interstate transportation authority created by Section 70.370 et seq. of the Missouri Revised Statutes and Chapter 45 100/1 et seq. of the Illinois Compiled Statutes as a body politic and corporate (jointly referred to herein as the “Compact”); and

WHEREAS, the Employer desires to attract and retain key executives and recognize their contribution to its successful operation by means of a discretionary defined contribution plan not subject to Code Section 412 for those employees who shall qualify as Participants hereunder; and

WHEREAS, the Employer intends to adopt and maintain this Plan as an “ineligible plan of deferred compensation” within the meaning of Section 457(f) of the Code and to satisfy the requirements of Section 409A of the Code; and

WHEREAS, this Bi-State Development Agency of the Missouri-Illinois Metropolitan District 457(f) Deferred Compensation Plan (the “Plan”), effective January 1, 2023, has been prepared for consideration of the Board of Commissioners to provide a tax deferred capital accumulation opportunity through the deferral of compensation in order to encourage the employees to maintain a long-term relationship with the Employer and provide flexibility to the employee in his or her financial planning.

NOW, THEREFORE, the Employer adopts this Plan document effective January 1, 2023, as a nonqualified deferred compensation program for the benefit of a select group of management or highly compensated employees of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District.

ARTICLE I - ESTABLISHMENT OF PLAN

1.01 Establishment. The Employer hereby establishes this Plan effective as of January 1, 2023.

1.02 Name. Effective January 1, 2023, the Plan shall be known as the “Bi-State Development Agency of the Missouri-Illinois Metropolitan District 457(f) Deferred Compensation Plan”.

1.03 Purpose. The purpose of the Plan is to allow deferred compensation incentives to be credited to the Plan for the benefit of the Participants, and such amounts shall be paid to the Participants (or their beneficiaries) as set forth herein, provided the amounts credited and any allocable Earnings hereunder shall be subject to a Substantial Risk of Forfeiture.

ARTICLE II - DEFINITIONS

Whenever used in this Plan, the following words and phrases shall have the meanings set forth below unless the context plainly requires a different meaning.

2.01 Applicable Guidance. The term “Applicable Guidance” means as the context requires Code §83 and 409A, Treas. Reg. §1.83, Treas. Reg. §1.409A, or other written Treasury or IRS guidance regarding or affecting Code §83 or 409A, including, as applicable, any Code §409A guidance in effect prior to January 1, 2023.

2.02 Award. The term “Award” means Elective Deferrals, Employer Matching Contributions, and Employer Discretionary Contributions and any allocated Earnings on such contributions that are credited to a Participant’s Deferred Compensation Account.

2.03 Beneficiary. The term “Beneficiary” means any person, entity, or any combination thereof designated by a Participant to receive benefits under this Plan in the event of the Participant’s death, or in the absence of any such designation, his or her spouse, and if the Participant is not survived by his or her spouse, to his or her estate. The term “Beneficiary” shall include one or more Beneficiaries, including all contingent Beneficiaries designated.

2.04 Board. The term “Board” shall refer to the Board of Commissioners of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District.

2.05 Code. The term “Code” shall mean the Internal Revenue Code of 1986, as amended.

2.06 Deferred Compensation Account. The term “Deferred Compensation Account” shall have the meaning set forth in Article 7 of this Plan.

2.07 Disability. The term “Disability” means a condition of a Participant who by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months: (i) is unable to engage in any substantial gainful activity; or (ii) is receiving income replacement benefits for a period of not less than 3 months under an accident and health plan covering Employees. The Employer will determine whether a Participant has incurred a Disability based on its own good faith determination and may require a Participant to submit to reasonable physical and mental examinations for this purpose. A Participant will be deemed to have incurred a Disability if: (i) the Social Security Administration or Railroad Retirement Board determines the Participant is totally disabled; or (ii) the applicable insurance company providing disability insurance to the Participant under an Employer sponsored disability program determines a Participant is disabled under the insurance contract definition of disability, provided such definition complies with the definition in this Section.

2.08 Earnings. The term “Earnings” shall have the meaning set forth in Article 6 of this Plan.

2.09 Effective Date. The term “Effective Date” shall mean January 1, 2023.

2.10 Elective Deferrals. The term “Elective Deferrals” shall mean the contributions made to the Plan at the election of a Participant via a Salary Reduction Agreement in lieu of receiving current cash compensation as described in Section 4.01.

2.11 Eligible Employee. The term “Eligible Employee” shall mean an Employee who is designated by the Board to participate in the Plan pursuant to Article 3.

2.12 Employee. The term “Employee” shall mean an employee of the Employer.

2.13 Employer. The term “Employer” shall mean Bi-State Development Agency of the Missouri-Illinois Metropolitan District and any successor which shall maintain this Plan. The Employer is an interstate transportation authority created by Section 70.370 et seq. of the Missouri Revised Statutes and Chapter 45 100/1 et seq. of the Illinois Compiled Statutes as a body politic and corporate (jointly referred to herein as the “Compact”). The Employer includes all persons and any business or legal entity with whom the Employer would be considered a single employer under Code §§414(b) or (c).

2.14 Employer Discretionary Contributions. The term “Employer Discretionary Contributions” shall mean the periodic contributions made by the Employer at the discretion of the Board as set forth in Section 4.03 of this Plan.

2.15 Employer Matching Contributions. The term “Employer Matching Contributions” shall mean the periodic contributions made by the Employer on account of the Elective Deferrals made by Participants. The Matching Contribution shall be equal to a fixed percent of the Elective Deferrals for the Plan Year as determined at the sole discretion of the Board as further described in Section 4.02 of this Plan.

2.16 Participant. The term “Participant” shall mean an Employee who has been designated by the Board to participate in this Plan and who is accruing benefits under the Plan.

2.17 Plan Year. The term “Plan Year” shall refer to the twelve (12) months ending December 31, or the calendar year.

2.18 Plan. The term “Plan” shall mean this Bi-State Development 457(f) Deferred Compensation Plan which includes this Plan document, and all notices, forms, elections and other written documentation to which the Plan refers, as applicable.

2.19 Separation from Service. The term “Separation from Service” shall mean the Employee’s termination of employment with the Employer whether on account of death, retirement, Disability or otherwise.

2.20 Salary Reduction Agreement. The term “Salary Reduction Agreement” shall mean the written agreement between the Participant and the Employer to reduce the Participant’s regular base salary for the purpose of pre-tax Elective Deferrals to the Plan. The Salary Reduction Agreement shall specify the Participant’s Elective Deferral, Employer Matching Contribution, and the future service and/ or performance criteria required to vest in the Elective Deferrals and Employer Matching Contributions for the specified Plan Year,

2.21 Substantial Risk of Forfeiture. The term “Substantial Risk of Forfeiture” shall mean a risk a Participant will not satisfy a condition hereunder that must be satisfied in order to receive the Awards made by the Employer hereunder, and which constitutes a “substantial risk of forfeiture” under Code Sections 409A and 457(f) or any successor corresponding provision.

2.22 Substantial Services. The term “Substantial Services” shall mean the level of services by a Participant required in order for the receipt of benefit to be conditioned on the future performance of “substantial services” under Section 457(f)(3)(B) of the Code or any successor corresponding provision.

2.23 Termination for Cause. The term “Termination for Cause” shall mean the termination by the Employer of the Participant’s employment with the Employer for cause. For purposes of this Plan, the term “for cause” shall refer to a termination of employment based upon the Employer’s determination that the Participant is guilty of dishonesty, gross neglect of duty, willful misconduct, willful failure or refusal to discharge employment duties, or willful acts that violate the Employer’s written policies or directives, or other act or omission which substantially impairs the Employer’s ability to conduct its ordinary business in its usual manner; or that the Participant has been criminally convicted for any act that would constitute a felony (other than a traffic offense), or any act regarding moral turpitude.

2.24 Valuation Date. The term “Valuation Date” means the last day of each Plan Year, and such other dates as the Employer may determine.

2.25 Vesting Period. The term “Vesting Period” means the Substantial Services period specified for a given Participant during which a Substantial Risk of Forfeiture exists.

2.26 Notice of Award. The term “Notice of Award” means the written document provided by the Employer to the Participant detailing the amount of the Employer Discretionary Contribution, the credit date, and the future service and/ or performance criteria required to vest in the Employer Discretionary Contribution.

ARTICLE III - ELIGIBILITY AND PARTICIPATION

3.01 Participant Designation. Each year, the Board will determine those Employees who shall be eligible to participate in this Plan, (“Eligible Employees”). As of the Effective Date of this Plan, the Employer’s President and Chief Executive Officer, ~~and~~ Executive Vice Presidents, and Chief Audit Executive shall be eligible to participate in the Plan.

3.02 Participation in this Plan. An Eligible Employee who is designated to participate in the Plan shall commence participation in the Plan as of the date designated by the Board. The fact a Participant is eligible to participate in one Plan Year, does not guarantee the Participant the right to participate in any other Plan Year. The Board may terminate or suspend the participation of any Eligible Employee at any time.

ARTICLE IV – ELECTIVE DEFERRALS AND CONTRIBUTIONS

4.01 Elective Deferrals. During the period in which a Participant is eligible to participate in the Plan, he or she may make an initial election to defer the right to vesting and payment of all or a specified portion of his or her regular base salary by entering into a Salary Reduction Agreement with the Employer.

To be effective, the Salary Reduction Agreement must be made in writing before the beginning of the calendar year in which any services giving rise to the compensation are performed. Such election shall only apply to the Plan Year for which it is made and shall become irrevocable as of December 31 immediately preceding the Plan year for which the election relates. The Board shall determine the maximum Elective Deferrals per Participant per Plan Year. These determinations will be reflected in the Salary Reduction Agreement and need not be the same for any two Participants.

The extent to which a Participant is vested in any Elective Deferral made to his or her Account shall be determined in accordance with Article 5.

4.02 Employer Matching Contributions. The Employer shall determine the rate of Employer Matching Contributions it will make with respect to the Participant's Elective Deferrals. The Employer Matching Contribution shall equal a percentage of the Participant's Elective Deferrals and shall be determined by the Board in accordance with Prop. Regs. Sec. 1.457-12 which provides in subsection (e)(2) that the match must be structured so that the present value of the amount to be paid due to the deferral plus match must be more than 125% of the present value of the amount of the salary deferral. This has been interpreted to require a match of more than 25%. The purpose of this is to ensure the present value of the amount to be paid upon the lapse of the Substantial Risk of Forfeiture with respect to the Participant's Elective Deferrals will be materially greater than the amount the Participant otherwise would be paid in the absence of the Substantial Risk of Forfeiture.

The extent to which a Participant is vested in any Employer Matching Contributions made to his or her Account shall be determined in accordance with Article 5.

4.03 Employer Discretionary Contributions. During the term of this Plan, the Board may defer additional amounts for the benefit of a Participant. The amount and frequency of such Employer Contributions shall be determined by the Board in its complete and sole discretion, will not require any deferral by the Participant to receive the Employer Discretionary Contribution, and need not be the same for any two Participants. In any Plan Year, the Employer may defer amounts for one or more Participants; may not defer amounts for other Participants; may defer different amounts for different Participants and may choose to not defer any amounts for any Participants.

At the time of awarding an Employer Discretionary Contribution, the Board shall designate in writing the terms and conditions of the Employer Discretionary Contribution. The Employer shall credit the Employer Discretionary Contribution as of January 1 of the Plan Year, or such other dates as determined in the sole discretion of the Board. For the First Plan Year the Employer shall credit the Employer Contribution as of January 1, 2023.

The extent to which a Participant is vested in any Employer Discretionary Contribution made to his or her Account shall be determined in accordance with Article 5.

ARTICLE V – VESTING PERIOD

5.01 Vesting. A Participant shall be vested and no longer subject to a Substantial Risk of Forfeiture upon reaching the Vesting Date specified in the Salary Reduction Agreement or Notice of Award for a given Plan Year. Generally, a Participant will be required to perform future substantial services for a period of two (2) continuous years of service measured from the first day of the Plan Year for which the Award relates. The Board may, in its complete and sole discretion, designate a longer service period requirement but in no event shall the service period requirement be less than two (2) years.

5.02 Acceleration of Vesting Period. In the event of the Participant's Separation from Service with the Employer due to the death, Disability of the Participant, or an involuntary termination of employment that is not a Termination for Cause before the Vesting Period is completed, the Vesting Period shall be deemed completed and the Participant shall become fully vested as of the date of the Participant's Separation from Service due to death or Disability, or an involuntary termination of employment that is not a Termination for Cause. Notwithstanding the above, the Board, in its complete and absolute discretion, may accelerate the Vesting Period for any Participant for any reason prior to Amounts Deferred being forfeited pursuant to Section 5.03.

5.03 Forfeiture of Amounts Credited. Notwithstanding any other provision herein, a Participant shall forfeit all rights hereunder to Awards upon a Termination for Cause as defined in Article 2 of this Plan or Separation from Service before completion of the Vesting Period for any reason other than the Participant's death, Disability, or an involuntary termination of employment that is not a Termination for Cause.

ARTICLE VI – EARNINGS

6.01 Establishment of Investment Funds to Track Earnings. In addition to the Employer Contributions credited to the Participant's Deferred Compensation Account, the Employer shall also adjust the Participant's Deferred Compensation Account by an amount equal to the amount that would have been earned (or lost) in instruments designated by the Participant under a list of approved investments issued by the Employer from time to time, in the manner designated by the Employer (such amounts shall be referred to herein as "Earnings"). In the case of a designation of a mutual fund or other investment, (a) the amount deemed invested will be equal to the Participant's Deferred Compensation Account (under Article 7 hereof), or a portion thereof as designated, and shall be treated as if such amounts had been paid into such investment, as appropriate, and (b) as if the charges and expenses associated with such an investment had been incurred, which will decrease the Participant's Deferred Compensation Account balance.

The decision to determine Earnings by tying the return to various investments, and the methods or principles and accounting period used for allocation of Earnings, shall be at the sole discretion of the Employer, and the Employer may change the methodology from time to time. If any Earnings calculation method is changed, Earnings previously allocated to the Participant's Deferred Compensation Account shall not retroactively be restated; the revised Earnings calculation method shall only be applied prospectively.

If the Employer elects to determine Earnings in a manner which permits Participants to direct investment, each Participant will be permitted to direct the investment of all amounts credited to the Plan on his or her behalf. In such an event, a Participant will exercise this right in accordance with the terms of this Plan, pursuant to any limitations or restrictions established by the Employer, and under any governing federal or state law. If the Employer elects to determine Earnings in the manner specified in this Section, the right set forth herein shall be strictly limited to investment directions and no Participant shall be entitled to a distribution of any Deferred Compensation Account asset except as otherwise provided in the Plan.

6.02 Accrual of Earnings. Earnings shall accrue on the balance in the Participant's Deferred Compensation Account until the entire balance of the Participant's Deferred Compensation Account has been paid to the Participant or the Participant's Beneficiary. The Employer shall not be responsible for the investment or performance results, or the expenses, of such investments. All Earnings shall be subject to a Substantial Risk of Forfeiture and the amount of any Earnings may decrease because of investment losses, investment expenses, or similar reasons in later periods.

6.03 Establishing a Rabbi Trust. The Employer, in its sole and absolute discretion, may acquire any investment product or any other instrument, establish a grantor trust as hereinafter described, or otherwise invest any amount to provide the funds from which it can satisfy its obligation to make benefit payments under this Plan; however, the Employer is under no obligation to do so. In its sole discretion, the Employer may establish a grantor trust, sometimes referred to as a "Rabbi Trust", for the purpose of creating a reserve account to meet the liabilities of this Plan. Any such Rabbi Trust will be based on any model trust document provided by the IRS and may

be established as an irrevocable trust that will not allow return of trust assets to the Employer until plan liabilities are satisfied but must allow for payment of claims by creditors of Employer in the event of Employer insolvency or bankruptcy. Any investment product or other similar item so acquired for the convenience of the Employer shall be the sole and exclusive property of the Employer with the Employer named as owner and beneficiary thereof. To the extent the Participant or the Participant's Beneficiary acquires a right to receive payments from the Employer under the provisions herein, such right shall be no greater than the right of any unsecured general creditor of the Employer.

6.04 Restriction on Trust Assets. Any Rabbi Trust and the trust assets must be located in and remain within the United States. The Rabbi Trust may not contain any provision limiting the assets to the payment of Plan benefits upon a "Change in the Employer's Financial Health" as that term is described in Applicable Guidance, even if the assets remain subject to claims of the Employer's general creditors.

ARTICLE VII - DEFERRED COMPENSATION ACCOUNT

7.01 Deferred Compensation Account. The Employer shall establish for each Participant a recordkeeping account, referred to as the “Deferred Compensation Account”, to account for the Employer’s obligation to each Participant under the Plan. The Employer shall record in each Participant’s Deferred Compensation Account the amount equal to (i) Elective Deferrals, Employer Matching Contributions, and Employer Discretionary Contributions on the date or dates credited to the Participant, as specified in Article 4, and (ii) allocated Earnings from time to time, as described in Article 7. A Participant’s Deferred Compensation Account shall at all times remain a liability of the Employer. Any assets the Employer may “ earmark”, reserve, or otherwise set aside to meet the benefit obligations of the Plan shall remain part of the general assets of the Employer or be part of a trust as described in Section 6.03 with respect to which the Employer is the beneficial owner.

7.02 Plan to Remain Unfunded. The Employer intends this Plan to be an unfunded plan that is exempt from the Employee Retirement Income Security Act of 1974 (ERISA). No Participant, Beneficiary, or successor thereto has any legal or equitable right, interest or claim to any property or assets of the Employer including assets held in any Deferred Compensation Account under the Plan except as the Plan otherwise permits. The Employer’s obligation to pay Plan benefits is an unsecured promise to pay. Nothing in this Plan shall preclude the Employer from establishing a trust, as described in Section 6.03 that will operate as a reserve to meet the liabilities of this Plan. If the Employer elects to establish such a trust, as described in Section 6.03, in respect of its obligations under this Plan, the trustee will pay Plan benefits in accordance with the terms of this Plan or upon the Employer’s direction consistent with terms of this Plan and any applicable provision of a controlling trust agreement. If no such trust is created, the Employer may make notional contributions in lieu of actual contributions to the Plan and the Employer shall retain the discretion whether to invest any actual Plan contributions.

ARTICLE VIII – DISTRIBUTION OF BENEFITS

8.01 Payment Events. The benefits under this Plan (the “Award”) will be paid to the Participant, or in the event of death, to the Participant’s Beneficiary, following the earliest of the Participant’s Separation from Service due to Disability, death, or the last day of the Vesting Period specified by the Board in accordance with Sections 4.02 and 5.01. Payment will commence in the time and form specified below.

1) End of Vesting Period. At the end of the Vesting Period, if the Participant has satisfied the applicable requirements to provide Substantial Services as set forth in Article 5 herein, and has not had a Termination for Cause or Separated from Service other than by death, Disability, or an involuntary termination of employment that is not a Termination for Cause, an amount equal to the Award for the specified Plan Year, less any applicable taxes required to be withheld, shall be distributed to the Participant in one lump sum payment within the sixty (60) day period beginning with the last day of the Vesting Period and no later than March 15 of the calendar year following the year in which the Award is no longer subject to a Substantial Risk of Forfeiture.

2) Death Before Vesting Period Completed. In the event of the death of the Participant prior to completion of the Vesting Period, the Participant’s Deferred Compensation Account shall be deemed fully vested in accordance with Section 5.02. The Employer shall distribute an amount equal to the value of the Participant’s Deferred Compensation Account, less any applicable taxes required to be withheld, to the Participant’s Beneficiary in one lump sum payment within the sixty (60) day period beginning with the date of the Participant’s death and no later than March 15 of the calendar year following the year in which the Deferred Compensation Account is no longer subject to a Substantial Risk of Forfeiture.

3) Separation from Service due to Disability Before Vesting Period Completed. In the event the Participant Separates from Service prior to completion of the Vesting Period due to Disability, the Participant’s Deferred Compensation Account shall be deemed fully vested in accordance with Section 5.02. The Employer shall distribute an amount equal to the value of the Participant’s Deferred Compensation Account, less any applicable taxes required to be withheld, to the Participant in one lump sum payment within the ninety (90) day period beginning with the date of the Participant’s Separation from Service due to Disability and no later than March 15 of the calendar year following the year in which the Deferred Compensation Account is no longer subject to a Substantial Risk of Forfeiture.

4) Other Acceleration of Vesting Period. In the event of the acceleration of the Vesting Period due to an involuntary termination of employment that is not a Termination for Cause or at the complete and sole discretion of the Board pursuant to Section 5.02 prior to completion of the Vesting Period, the Employer shall distribute an amount equal to the value of the vested Award, less any applicable taxes required to be withheld, to the Participant in one lump sum payment within the sixty (60) day period beginning with the date the Award is deemed fully vested in accordance with Section 5.02 and no later than March 15 of the calendar year following the year in which the Award is no longer subject to a Substantial Risk of Forfeiture.

8.02 Payment in the Event of Tax Liability. In the event any Participant or Beneficiary is required to include as income any Amount Deferred (or any benefit payable) under this Plan before such amount is actually paid to the Participant or Beneficiary, the Employer shall pay to such Participant or Beneficiary an amount equal to the amount included in the Participant's or Beneficiary's taxable income. Any amount payable hereunder shall reduce the balance of the Participant's Deferred Compensation Account and shall reduce future benefit payments accordingly. A payment under this Section 8.02 shall only be permitted to the extent permitting such a payment is permissible under Code §457 or any other applicable tax rule.

8.03 Payment Only from Employer Assets. Any payment of benefits to a Participant or his or her Beneficiary shall be made from assets which shall continue, for all purposes, to be a part of the general assets of the Employer; no person shall have or acquire any interest in such assets by virtue of the provisions of this Plan. To the extent a Participant or his or her Beneficiary acquires a right to receive payments from the Employer under the provisions hereof, such right shall be no greater than the right of any unsecured general creditor of the Employer.

8.04 Withholding. The Employer will withhold from any payment made under the Plan all applicable taxes and any and all other amounts required to be withheld under Applicable Guidance.

The benefits that accrue under the Plan are subject to FICA taxes (which includes the Old-Age, Survivors and Disability Insurance tax and/or Medicare tax, as the case may be) which may become due before the benefits are actually paid as provided under Section 3121(v)(2) of the Code and related IRS regulations.

To ensure proper compliance with these regulations, the Employer will calculate the amount of FICA tax when it becomes due and will deduct the Participant's share of the FICA tax on amounts credited to the Participant's Account from other taxable compensation payable to the Participant by the Employer. If the Participant has insufficient other taxable compensation from the Employer from which to deduct such tax, then the Employer will remit the remaining portion of the Participant's share of the tax to the IRS and arrange for the collection of that amount from the Participant. The Participant will be solely liable for his or her share of FICA taxes on benefits accrued under the Plan.

8.05 Beneficiary Designation. A Participant may designate a Beneficiary (including one or more primary and contingent Beneficiaries) to receive payment of the Participant's Deferred Compensation Account at death. The Employer will provide each Participant with a form, which may be electronic, for this purpose and no designation will be effective unless made on that form and delivered to the Employer or its agent. A Participant may modify or revoke an existing designation of Beneficiary by executing and delivering a new designation to the Employer or its agent. In the absence of a properly designated Beneficiary, the Employer will pay a deceased Participant's Deferred Compensation Account to the Participant's surviving spouse and if none, to the Participant's then living lineal descendants, by right of representation, and if none, to the Participant's estate. If a Beneficiary is a minor or otherwise is a person whom the Employer reasonably determines to be legally incompetent, the Employer may cause the Plan or trust to pay the Participant's Deferred Compensation Account to a guardian, trustee or other proper legal representative of the Beneficiary. The Plan's or trust's payment of the deceased Participant's Deferred Compensation Account to the Beneficiary or proper legal representative of the Beneficiary completely discharges the Employer, the Plan and Trust of all further obligations under the Plan with respect to that payment.

ARTICLE IX – AMENDMENT AND TERMINATION

9.01 Amendment. Employer reserves the right to amend the Plan at any time to comply with Applicable Guidance or for any other purpose, provided such amendment will not without the consent of the Participant, affect such Participant's rights with respect to Awards previously vested by him. Except as the Plan and Applicable Guidance otherwise may require, the Employer may make any such amendments effective immediately.

9.02 Cessation of Future Awards. Employer may elect at any time to amend the Plan to cease future Employer Contributions as of a specified date. In such event, the Plan remains in effect (except those provisions permitting the frozen award type) until all balances are paid in accordance with the Plan terms, or, if earlier, upon the Employer's termination of the Plan.

9.03 Termination and Closure. The Employer reserves the right to terminate the Plan at any time. If the Plan is terminated, all outstanding Awards shall be deemed Vested and no longer subject to a Substantial Risk of Forfeiture. The Participant's Account shall be valued as of the Valuation Date immediately preceding the Plan's termination and distributed to the Participant in a single lump sum no later than two and one half (2 ½) months following the termination of the Plan and no later than March 15 of the calendar year following the year in which the Award is no longer subject to a Substantial Risk of Forfeiture.

ARTICLE X. - GENERAL PROVISIONS

10.01 No Assignment. No Participant or Beneficiary has the right to anticipate, alienate, assign, pledge, encumber, sell, transfer, mortgage or otherwise in any manner convey in advance of actual receipt, the Participant's Deferred Compensation Account. Prior to actual payment, a Participant's Deferred Compensation Account is not subject to the debts, judgments or other obligations of the Participant or Beneficiary and is not subject to attachment, seizure, garnishment or other process applicable to the Participant or Beneficiary.

10.02 Not an Employment Contract. This Plan is not a contract for employment between the Employer and any Employee who is a Participant. This Plan does not entitle any Participant to continued employment with the Employer, and benefits under the Plan are limited to payment of a Participant's benefit in accordance with the terms of the Plan.

10.03 Fair Construction. The Employer, Participants and Beneficiaries intend this Plan in form and in operation to be exempt from Code Section 409A, the regulations thereunder, and all other present and future Applicable Guidance as described under the short-term deferral rule provided in 26 C.F.R Section 1.409A-1(b)(4)(i).

10.04 Notice and Elections. Any notice given or election made under the Plan must be in writing and must be hand delivered or mailed by certified mail, to the Employer or to the Participant or Beneficiary as appropriate. Employer will prescribe the form of any Plan notice or election to be given to or made by Participants. Any notice or election will be deemed given or made as of the date of delivery, or if given or made by certified mail, as of 3 business days after mailing.

10.05 Administration. The Employer and Board will administer and interpret the Plan, including making a determination of the benefit due any Participant or Beneficiary under the Plan. As a condition of receiving any Plan benefit to which a Participant or Beneficiary otherwise may be entitled, a Participant or Beneficiary will provide such information and will perform such other acts as Employer reasonably may request. The Employer and Board may retain agents to assist in the administration of the Plan and may delegate to agents such duties as it sees fit. The decision of the Board or its designee concerning the administration of the Plan is final and is binding upon all persons having any interest in the Plan.

10.06 Accounting. The Employer will maintain for each Participant as is necessary for proper administration of the Plan sub-accounts for tracking Awards by Plan Year.

10.07 Account Statements. The Employer from time to time will provide each Participant with a statement of the Participant's Deferred Compensation Account as of the most recent Valuation Date. The Employer will also provide statements to any Beneficiary of a deceased Participant with a benefit remaining in the Plan.

10.08 Costs and Expenses. Investment charges will be borne by the Participant's Deferred Compensation Account to which they pertain. The Employer will pay the other costs, expenses

and fees associated with the operation of the Plan, excluding those incurred by Participants or Beneficiaries. The Employer will pay costs, expenses or fees charged by or incurred by the trustee only as provided in the trust or other agreement between the Employer and the trustee.

10.09 Reporting. The Employer will report deferred compensation for Employee Participants on Form W-2 in accordance with Applicable Guidance.

10.10 Applicable Law. All questions pertaining to the construction, validity and effect of the Plan shall be determined in accordance with the laws of the United States and to the extent not preempted by such laws, by the laws of the States of Missouri.

10.11 Gender and Number. Where the context permits, words denoting the masculine gender shall include the feminine gender, the singular shall include the plural, and the plural shall include the singular.

10.12 Statutory References. All references to the Code include reference to any comparable or succeeding provisions of any legislation which amends, supplements or replaces such section or subsection.

10.13 Headings. Section headings and titles are for reference only. In the event of a conflict between a title and the content of a section, the content of the section shall control.

10.14 Action by the Employer. Any action to be performed by Employer under the Plan shall be by resolution of its Board or by a person or persons authorized by Board resolution or Board approved Board Policy.

IN WITNESS WHEREOF, Bi-State Development Agency of the Missouri-Illinois Metropolitan District has executed this Plan this _____ day of _____, 20__.

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

Date: _____

By: _____

Witness: _____

Name: _____

Title: _____

**BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS
METROPOLITAN DISTRICT
457(F) DEFERRED COMPENSATION PLAN

AMENDED AND RESTATED

EFFECTIVE
JANUARY 1, 2023**

**BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS
METROPOLITAN DISTRICT
457(F) DEFERRED COMPENSATION PLAN**

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**BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS
METROPOLITAN DISTRICT
457(F) DEFERRED COMPENSATION PLAN**

WHEREAS, Bi-State Development Agency of the Missouri-Illinois Metropolitan District (hereinafter the “Employer”) is an interstate transportation authority created by Section 70.370 et seq. of the Missouri Revised Statutes and Chapter 45 100/1 et seq. of the Illinois Compiled Statutes as a body politic and corporate (jointly referred to herein as the “Compact”); and

WHEREAS, the Employer desires to attract and retain key executives and recognize their contribution to its successful operation by means of a discretionary defined contribution plan not subject to Code Section 412 for those employees who shall qualify as Participants hereunder; and

WHEREAS, the Employer intends to adopt and maintain this Plan as an “ineligible plan of deferred compensation” within the meaning of Section 457(f) of the Code and to satisfy the requirements of Section 409A of the Code; and

WHEREAS, this Bi-State Development Agency of the Missouri-Illinois Metropolitan District 457(f) Deferred Compensation Plan (the “Plan”), effective January 1, 2023, has been prepared for consideration of the Board of Commissioners to provide a tax deferred capital accumulation opportunity through the deferral of compensation in order to encourage the employees to maintain a long-term relationship with the Employer and provide flexibility to the employee in his or her financial planning.

NOW, THEREFORE, the Employer adopts this Plan document effective January 1, 2023, as a nonqualified deferred compensation program for the benefit of a select group of management or highly compensated employees of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District.

ARTICLE I - ESTABLISHMENT OF PLAN

1.01 Establishment. The Employer hereby establishes this Plan effective as of January 1, 2023.

1.02 Name. Effective January 1, 2023, the Plan shall be known as the “Bi-State Development Agency of the Missouri-Illinois Metropolitan District 457(f) Deferred Compensation Plan”.

1.03 Purpose. The purpose of the Plan is to allow deferred compensation incentives to be credited to the Plan for the benefit of the Participants, and such amounts shall be paid to the Participants (or their beneficiaries) as set forth herein, provided the amounts credited and any allocable Earnings hereunder shall be subject to a Substantial Risk of Forfeiture.

ARTICLE II - DEFINITIONS

Whenever used in this Plan, the following words and phrases shall have the meanings set forth below unless the context plainly requires a different meaning.

2.01 Applicable Guidance. The term “Applicable Guidance” means as the context requires Code §83 and 409A, Treas. Reg. §1.83, Treas. Reg. §1.409A, or other written Treasury or IRS guidance regarding or affecting Code §83 or 409A, including, as applicable, any Code §409A guidance in effect prior to January 1, 2023.

2.02 Award. The term “Award” means Elective Deferrals, Employer Matching Contributions, and Employer Discretionary Contributions and any allocated Earnings on such contributions that are credited to a Participant’s Deferred Compensation Account.

2.03 Beneficiary. The term “Beneficiary” means any person, entity, or any combination thereof designated by a Participant to receive benefits under this Plan in the event of the Participant’s death, or in the absence of any such designation, his or her spouse, and if the Participant is not survived by his or her spouse, to his or her estate. The term “Beneficiary” shall include one or more Beneficiaries, including all contingent Beneficiaries designated.

2.04 Board. The term “Board” shall refer to the Board of Commissioners of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District.

2.05 Code. The term “Code” shall mean the Internal Revenue Code of 1986, as amended.

2.06 Deferred Compensation Account. The term “Deferred Compensation Account” shall have the meaning set forth in Article 7 of this Plan.

2.07 Disability. The term “Disability” means a condition of a Participant who by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months: (i) is unable to engage in any substantial gainful activity; or (ii) is receiving income replacement benefits for a period of not less than 3 months under an accident and health plan covering Employees. The Employer will determine whether a Participant has incurred a Disability based on its own good faith determination and may require a Participant to submit to reasonable physical and mental examinations for this purpose. A Participant will be deemed to have incurred a Disability if: (i) the Social Security Administration or Railroad Retirement Board determines the Participant is totally disabled; or (ii) the applicable insurance company providing disability insurance to the Participant under an Employer sponsored disability program determines a Participant is disabled under the insurance contract definition of disability, provided such definition complies with the definition in this Section.

2.08 Earnings. The term “Earnings” shall have the meaning set forth in Article 6 of this Plan.

2.09 Effective Date. The term “Effective Date” shall mean January 1, 2023.

2.10 Elective Deferrals. The term “Elective Deferrals” shall mean the contributions made to the Plan at the election of a Participant via a Salary Reduction Agreement in lieu of receiving current cash compensation as described in Section 4.01.

2.11 Eligible Employee. The term “Eligible Employee” shall mean an Employee who is designated by the Board to participate in the Plan pursuant to Article 3.

2.12 Employee. The term “Employee” shall mean an employee of the Employer.

2.13 Employer. The term “Employer” shall mean Bi-State Development Agency of the Missouri-Illinois Metropolitan District and any successor which shall maintain this Plan. The Employer is an interstate transportation authority created by Section 70.370 et seq. of the Missouri Revised Statutes and Chapter 45 100/1 et seq. of the Illinois Compiled Statutes as a body politic and corporate (jointly referred to herein as the “Compact”). The Employer includes all persons and any business or legal entity with whom the Employer would be considered a single employer under Code §§414(b) or (c).

2.14 Employer Discretionary Contributions. The term “Employer Discretionary Contributions” shall mean the periodic contributions made by the Employer at the discretion of the Board as set forth in Section 4.03 of this Plan.

2.15 Employer Matching Contributions. The term “Employer Matching Contributions” shall mean the periodic contributions made by the Employer on account of the Elective Deferrals made by Participants. The Matching Contribution shall be equal to a fixed percent of the Elective Deferrals for the Plan Year as determined at the sole discretion of the Board as further described in Section 4.02 of this Plan.

2.16 Participant. The term “Participant” shall mean an Employee who has been designated by the Board to participate in this Plan and who is accruing benefits under the Plan.

2.17 Plan Year. The term “Plan Year” shall refer to the twelve (12) months ending December 31, or the calendar year.

2.18 Plan. The term “Plan” shall mean this Bi-State Development 457(f) Deferred Compensation Plan which includes this Plan document, and all notices, forms, elections and other written documentation to which the Plan refers, as applicable.

2.19 Separation from Service. The term “Separation from Service” shall mean the Employee’s termination of employment with the Employer whether on account of death, retirement, Disability or otherwise.

2.20 Salary Reduction Agreement. The term “Salary Reduction Agreement” shall mean the written agreement between the Participant and the Employer to reduce the Participant’s regular base salary for the purpose of pre-tax Elective Deferrals to the Plan. The Salary Reduction Agreement shall specify the Participant’s Elective Deferral, Employer Matching Contribution, and the future service and/ or performance criteria required to vest in the Elective Deferrals and Employer Matching Contributions for the specified Plan Year,

2.21 Substantial Risk of Forfeiture. The term “Substantial Risk of Forfeiture” shall mean a risk a Participant will not satisfy a condition hereunder that must be satisfied in order to receive the Awards made by the Employer hereunder, and which constitutes a “substantial risk of forfeiture” under Code Sections 409A and 457(f) or any successor corresponding provision.

2.22 Substantial Services. The term “Substantial Services” shall mean the level of services by a Participant required in order for the receipt of benefit to be conditioned on the future performance of “substantial services” under Section 457(f)(3)(B) of the Code or any successor corresponding provision.

2.23 Termination for Cause. The term “Termination for Cause” shall mean the termination by the Employer of the Participant’s employment with the Employer for cause. For purposes of this Plan, the term “for cause” shall refer to a termination of employment based upon the Employer’s determination that the Participant is guilty of dishonesty, gross neglect of duty, willful misconduct, willful failure or refusal to discharge employment duties, or willful acts that violate the Employer’s written policies or directives, or other act or omission which substantially impairs the Employer’s ability to conduct its ordinary business in its usual manner; or that the Participant has been criminally convicted for any act that would constitute a felony (other than a traffic offense), or any act regarding moral turpitude.

2.24 Valuation Date. The term “Valuation Date” means the last day of each Plan Year, and such other dates as the Employer may determine.

2.25 Vesting Period. The term “Vesting Period” means the Substantial Services period specified for a given Participant during which a Substantial Risk of Forfeiture exists.

2.26 Notice of Award. The term “Notice of Award” means the written document provided by the Employer to the Participant detailing the amount of the Employer Discretionary Contribution, the credit date, and the future service and/ or performance criteria required to vest in the Employer Discretionary Contribution.

ARTICLE III - ELIGIBILITY AND PARTICIPATION

3.01 Participant Designation. Each year, the Board will determine those Employees who shall be eligible to participate in this Plan, (“Eligible Employees”). As of the Effective Date of this Plan, the Employer’s President and Chief Executive Officer, Executive Vice Presidents, and Chief Audit Executive shall be eligible to participate in the Plan.

3.02 Participation in this Plan. An Eligible Employee who is designated to participate in the Plan shall commence participation in the Plan as of the date designated by the Board. The fact a Participant is eligible to participate in one Plan Year, does not guarantee the Participant the right to participate in any other Plan Year. The Board may terminate or suspend the participation of any Eligible Employee at any time.

ARTICLE IV – ELECTIVE DEFERRALS AND CONTRIBUTIONS

4.01 Elective Deferrals. During the period in which a Participant is eligible to participate in the Plan, he or she may make an initial election to defer the right to vesting and payment of all or a specified portion of his or her regular base salary by entering into a Salary Reduction Agreement with the Employer.

To be effective, the Salary Reduction Agreement must be made in writing before the beginning of the calendar year in which any services giving rise to the compensation are performed. Such election shall only apply to the Plan Year for which it is made and shall become irrevocable as of December 31 immediately preceding the Plan year for which the election relates. The Board shall determine the maximum Elective Deferrals per Participant per Plan Year. These determinations will be reflected in the Salary Reduction Agreement and need not be the same for any two Participants.

The extent to which a Participant is vested in any Elective Deferral made to his or her Account shall be determined in accordance with Article 5.

4.02 Employer Matching Contributions. The Employer shall determine the rate of Employer Matching Contributions it will make with respect to the Participant's Elective Deferrals. The Employer Matching Contribution shall equal a percentage of the Participant's Elective Deferrals and shall be determined by the Board in accordance with Prop. Regs. Sec. 1.457-12 which provides in subsection (e)(2) that the match must be structured so that the present value of the amount to be paid due to the deferral plus match must be more than 125% of the present value of the amount of the salary deferral. This has been interpreted to require a match of more than 25%. The purpose of this is to ensure the present value of the amount to be paid upon the lapse of the Substantial Risk of Forfeiture with respect to the Participant's Elective Deferrals will be materially greater than the amount the Participant otherwise would be paid in the absence of the Substantial Risk of Forfeiture.

The extent to which a Participant is vested in any Employer Matching Contributions made to his or her Account shall be determined in accordance with Article 5.

4.03 Employer Discretionary Contributions. During the term of this Plan, the Board may defer additional amounts for the benefit of a Participant. The amount and frequency of such Employer Contributions shall be determined by the Board in its complete and sole discretion, will not require any deferral by the Participant to receive the Employer Discretionary Contribution, and need not be the same for any two Participants. In any Plan Year, the Employer may defer amounts for one or more Participants; may not defer amounts for other Participants; may defer different amounts for different Participants and may choose to not defer any amounts for any Participants.

At the time of awarding an Employer Discretionary Contribution, the Board shall designate in writing the terms and conditions of the Employer Discretionary Contribution. The Employer shall credit the Employer Discretionary Contribution as of January 1 of the Plan Year, or such other dates as determined in the sole discretion of the Board. For the First Plan Year the Employer shall credit the Employer Contribution as of January 1, 2023.

The extent to which a Participant is vested in any Employer Discretionary Contribution made to his or her Account shall be determined in accordance with Article 5.

ARTICLE V – VESTING PERIOD

5.01 Vesting. A Participant shall be vested and no longer subject to a Substantial Risk of Forfeiture upon reaching the Vesting Date specified in the Salary Reduction Agreement or Notice of Award for a given Plan Year. Generally, a Participant will be required to perform future substantial services for a period of two (2) continuous years of service measured from the first day of the Plan Year for which the Award relates. The Board may, in its complete and sole discretion, designate a longer service period requirement but in no event shall the service period requirement be less than two (2) years.

5.02 Acceleration of Vesting Period. In the event of the Participant's Separation from Service with the Employer due to the death, Disability of the Participant, or an involuntary termination of employment that is not a Termination for Cause before the Vesting Period is completed, the Vesting Period shall be deemed completed and the Participant shall become fully vested as of the date of the Participant's Separation from Service due to death or Disability, or an involuntary termination of employment that is not a Termination for Cause. Notwithstanding the above, the Board, in its complete and absolute discretion, may accelerate the Vesting Period for any Participant for any reason prior to Amounts Deferred being forfeited pursuant to Section 5.03.

5.03 Forfeiture of Amounts Credited. Notwithstanding any other provision herein, a Participant shall forfeit all rights hereunder to Awards upon a Termination for Cause as defined in Article 2 of this Plan or Separation from Service before completion of the Vesting Period for any reason other than the Participant's death, Disability, or an involuntary termination of employment that is not a Termination for Cause.

ARTICLE VI – EARNINGS

6.01 Establishment of Investment Funds to Track Earnings. In addition to the Employer Contributions credited to the Participant's Deferred Compensation Account, the Employer shall also adjust the Participant's Deferred Compensation Account by an amount equal to the amount that would have been earned (or lost) in instruments designated by the Participant under a list of approved investments issued by the Employer from time to time, in the manner designated by the Employer (such amounts shall be referred to herein as "Earnings"). In the case of a designation of a mutual fund or other investment, (a) the amount deemed invested will be equal to the Participant's Deferred Compensation Account (under Article 7 hereof), or a portion thereof as designated, and shall be treated as if such amounts had been paid into such investment, as appropriate, and (b) as if the charges and expenses associated with such an investment had been incurred, which will decrease the Participant's Deferred Compensation Account balance.

The decision to determine Earnings by tying the return to various investments, and the methods or principles and accounting period used for allocation of Earnings, shall be at the sole discretion of the Employer, and the Employer may change the methodology from time to time. If any Earnings calculation method is changed, Earnings previously allocated to the Participant's Deferred Compensation Account shall not retroactively be restated; the revised Earnings calculation method shall only be applied prospectively.

If the Employer elects to determine Earnings in a manner which permits Participants to direct investment, each Participant will be permitted to direct the investment of all amounts credited to the Plan on his or her behalf. In such an event, a Participant will exercise this right in accordance with the terms of this Plan, pursuant to any limitations or restrictions established by the Employer, and under any governing federal or state law. If the Employer elects to determine Earnings in the manner specified in this Section, the right set forth herein shall be strictly limited to investment directions and no Participant shall be entitled to a distribution of any Deferred Compensation Account asset except as otherwise provided in the Plan.

6.02 Accrual of Earnings. Earnings shall accrue on the balance in the Participant's Deferred Compensation Account until the entire balance of the Participant's Deferred Compensation Account has been paid to the Participant or the Participant's Beneficiary. The Employer shall not be responsible for the investment or performance results, or the expenses, of such investments. All Earnings shall be subject to a Substantial Risk of Forfeiture and the amount of any Earnings may decrease because of investment losses, investment expenses, or similar reasons in later periods.

6.03 Establishing a Rabbi Trust. The Employer, in its sole and absolute discretion, may acquire any investment product or any other instrument, establish a grantor trust as hereinafter described, or otherwise invest any amount to provide the funds from which it can satisfy its obligation to make benefit payments under this Plan; however, the Employer is under no obligation to do so. In its sole discretion, the Employer may establish a grantor trust, sometimes referred to as a "Rabbi Trust", for the purpose of creating a reserve account to meet the liabilities of this Plan. Any such Rabbi Trust will be based on any model trust document provided by the IRS and may

be established as an irrevocable trust that will not allow return of trust assets to the Employer until plan liabilities are satisfied but must allow for payment of claims by creditors of Employer in the event of Employer insolvency or bankruptcy. Any investment product or other similar item so acquired for the convenience of the Employer shall be the sole and exclusive property of the Employer with the Employer named as owner and beneficiary thereof. To the extent the Participant or the Participant's Beneficiary acquires a right to receive payments from the Employer under the provisions herein, such right shall be no greater than the right of any unsecured general creditor of the Employer.

6.04 Restriction on Trust Assets. Any Rabbi Trust and the trust assets must be located in and remain within the United States. The Rabbi Trust may not contain any provision limiting the assets to the payment of Plan benefits upon a "Change in the Employer's Financial Health" as that term is described in Applicable Guidance, even if the assets remain subject to claims of the Employer's general creditors.

ARTICLE VII - DEFERRED COMPENSATION ACCOUNT

7.01 Deferred Compensation Account. The Employer shall establish for each Participant a recordkeeping account, referred to as the “Deferred Compensation Account”, to account for the Employer’s obligation to each Participant under the Plan. The Employer shall record in each Participant’s Deferred Compensation Account the amount equal to (i) Elective Deferrals, Employer Matching Contributions, and Employer Discretionary Contributions on the date or dates credited to the Participant, as specified in Article 4, and (ii) allocated Earnings from time to time, as described in Article 7. A Participant’s Deferred Compensation Account shall at all times remain a liability of the Employer. Any assets the Employer may “ earmark”, reserve, or otherwise set aside to meet the benefit obligations of the Plan shall remain part of the general assets of the Employer or be part of a trust as described in Section 6.03 with respect to which the Employer is the beneficial owner.

7.02 Plan to Remain Unfunded. The Employer intends this Plan to be an unfunded plan that is exempt from the Employee Retirement Income Security Act of 1974 (ERISA). No Participant, Beneficiary, or successor thereto has any legal or equitable right, interest or claim to any property or assets of the Employer including assets held in any Deferred Compensation Account under the Plan except as the Plan otherwise permits. The Employer’s obligation to pay Plan benefits is an unsecured promise to pay. Nothing in this Plan shall preclude the Employer from establishing a trust, as described in Section 6.03 that will operate as a reserve to meet the liabilities of this Plan. If the Employer elects to establish such a trust, as described in Section 6.03, in respect of its obligations under this Plan, the trustee will pay Plan benefits in accordance with the terms of this Plan or upon the Employer’s direction consistent with terms of this Plan and any applicable provision of a controlling trust agreement. If no such trust is created, the Employer may make notional contributions in lieu of actual contributions to the Plan and the Employer shall retain the discretion whether to invest any actual Plan contributions.

ARTICLE VIII – DISTRIBUTION OF BENEFITS

8.01 Payment Events. The benefits under this Plan (the “Award”) will be paid to the Participant, or in the event of death, to the Participant’s Beneficiary, following the earliest of the Participant’s Separation from Service due to Disability, death, or the last day of the Vesting Period specified by the Board in accordance with Sections 4.02 and 5.01. Payment will commence in the time and form specified below.

1) End of Vesting Period. At the end of the Vesting Period, if the Participant has satisfied the applicable requirements to provide Substantial Services as set forth in Article 5 herein, and has not had a Termination for Cause or Separated from Service other than by death, Disability, or an involuntary termination of employment that is not a Termination for Cause, an amount equal to the Award for the specified Plan Year, less any applicable taxes required to be withheld, shall be distributed to the Participant in one lump sum payment within the sixty (60) day period beginning with the last day of the Vesting Period and no later than March 15 of the calendar year following the year in which the Award is no longer subject to a Substantial Risk of Forfeiture.

2) Death Before Vesting Period Completed. In the event of the death of the Participant prior to completion of the Vesting Period, the Participant’s Deferred Compensation Account shall be deemed fully vested in accordance with Section 5.02. The Employer shall distribute an amount equal to the value of the Participant’s Deferred Compensation Account, less any applicable taxes required to be withheld, to the Participant’s Beneficiary in one lump sum payment within the sixty (60) day period beginning with the date of the Participant’s death and no later than March 15 of the calendar year following the year in which the Deferred Compensation Account is no longer subject to a Substantial Risk of Forfeiture.

3) Separation from Service due to Disability Before Vesting Period Completed. In the event the Participant Separates from Service prior to completion of the Vesting Period due to Disability, the Participant’s Deferred Compensation Account shall be deemed fully vested in accordance with Section 5.02. The Employer shall distribute an amount equal to the value of the Participant’s Deferred Compensation Account, less any applicable taxes required to be withheld, to the Participant in one lump sum payment within the ninety (90) day period beginning with the date of the Participant’s Separation from Service due to Disability and no later than March 15 of the calendar year following the year in which the Deferred Compensation Account is no longer subject to a Substantial Risk of Forfeiture.

4) Other Acceleration of Vesting Period. In the event of the acceleration of the Vesting Period due to an involuntary termination of employment that is not a Termination for Cause or at the complete and sole discretion of the Board pursuant to Section 5.02 prior to completion of the Vesting Period, the Employer shall distribute an amount equal to the value of the vested Award, less any applicable taxes required to be withheld, to the Participant in one lump sum payment within the sixty (60) day period beginning with the date the Award is deemed fully vested in accordance with Section 5.02 and no later than March 15 of the calendar year following the year in which the Award is no longer subject to a Substantial Risk of Forfeiture.

8.02 Payment in the Event of Tax Liability. In the event any Participant or Beneficiary is required to include as income any Amount Deferred (or any benefit payable) under this Plan before such amount is actually paid to the Participant or Beneficiary, the Employer shall pay to such Participant or Beneficiary an amount equal to the amount included in the Participant's or Beneficiary's taxable income. Any amount payable hereunder shall reduce the balance of the Participant's Deferred Compensation Account and shall reduce future benefit payments accordingly. A payment under this Section 8.02 shall only be permitted to the extent permitting such a payment is permissible under Code §457 or any other applicable tax rule.

8.03 Payment Only from Employer Assets. Any payment of benefits to a Participant or his or her Beneficiary shall be made from assets which shall continue, for all purposes, to be a part of the general assets of the Employer; no person shall have or acquire any interest in such assets by virtue of the provisions of this Plan. To the extent a Participant or his or her Beneficiary acquires a right to receive payments from the Employer under the provisions hereof, such right shall be no greater than the right of any unsecured general creditor of the Employer.

8.04 Withholding. The Employer will withhold from any payment made under the Plan all applicable taxes and any and all other amounts required to be withheld under Applicable Guidance.

The benefits that accrue under the Plan are subject to FICA taxes (which includes the Old-Age, Survivors and Disability Insurance tax and/or Medicare tax, as the case may be) which may become due before the benefits are actually paid as provided under Section 3121(v)(2) of the Code and related IRS regulations.

To ensure proper compliance with these regulations, the Employer will calculate the amount of FICA tax when it becomes due and will deduct the Participant's share of the FICA tax on amounts credited to the Participant's Account from other taxable compensation payable to the Participant by the Employer. If the Participant has insufficient other taxable compensation from the Employer from which to deduct such tax, then the Employer will remit the remaining portion of the Participant's share of the tax to the IRS and arrange for the collection of that amount from the Participant. The Participant will be solely liable for his or her share of FICA taxes on benefits accrued under the Plan.

8.05 Beneficiary Designation. A Participant may designate a Beneficiary (including one or more primary and contingent Beneficiaries) to receive payment of the Participant's Deferred Compensation Account at death. The Employer will provide each Participant with a form, which may be electronic, for this purpose and no designation will be effective unless made on that form and delivered to the Employer or its agent. A Participant may modify or revoke an existing designation of Beneficiary by executing and delivering a new designation to the Employer or its agent. In the absence of a properly designated Beneficiary, the Employer will pay a deceased Participant's Deferred Compensation Account to the Participant's surviving spouse and if none, to the Participant's then living lineal descendants, by right of representation, and if none, to the Participant's estate. If a Beneficiary is a minor or otherwise is a person whom the Employer reasonably determines to be legally incompetent, the Employer may cause the Plan or trust to pay the Participant's Deferred Compensation Account to a guardian, trustee or other proper legal representative of the Beneficiary. The Plan's or trust's payment of the deceased Participant's Deferred Compensation Account to the Beneficiary or proper legal representative of the Beneficiary completely discharges the Employer, the Plan and Trust of all further obligations under the Plan with respect to that payment.

ARTICLE IX – AMENDMENT AND TERMINATION

9.01 Amendment. Employer reserves the right to amend the Plan at any time to comply with Applicable Guidance or for any other purpose, provided such amendment will not without the consent of the Participant, affect such Participant's rights with respect to Awards previously vested by him. Except as the Plan and Applicable Guidance otherwise may require, the Employer may make any such amendments effective immediately.

9.02 Cessation of Future Awards. Employer may elect at any time to amend the Plan to cease future Employer Contributions as of a specified date. In such event, the Plan remains in effect (except those provisions permitting the frozen award type) until all balances are paid in accordance with the Plan terms, or, if earlier, upon the Employer's termination of the Plan.

9.03 Termination and Closure. The Employer reserves the right to terminate the Plan at any time. If the Plan is terminated, all outstanding Awards shall be deemed Vested and no longer subject to a Substantial Risk of Forfeiture. The Participant's Account shall be valued as of the Valuation Date immediately preceding the Plan's termination and distributed to the Participant in a single lump sum no later than two and one half (2 ½) months following the termination of the Plan and no later than March 15 of the calendar year following the year in which the Award is no longer subject to a Substantial Risk of Forfeiture.

ARTICLE X. - GENERAL PROVISIONS

10.01 No Assignment. No Participant or Beneficiary has the right to anticipate, alienate, assign, pledge, encumber, sell, transfer, mortgage or otherwise in any manner convey in advance of actual receipt, the Participant's Deferred Compensation Account. Prior to actual payment, a Participant's Deferred Compensation Account is not subject to the debts, judgments or other obligations of the Participant or Beneficiary and is not subject to attachment, seizure, garnishment or other process applicable to the Participant or Beneficiary.

10.02 Not an Employment Contract. This Plan is not a contract for employment between the Employer and any Employee who is a Participant. This Plan does not entitle any Participant to continued employment with the Employer, and benefits under the Plan are limited to payment of a Participant's benefit in accordance with the terms of the Plan.

10.03 Fair Construction. The Employer, Participants and Beneficiaries intend this Plan in form and in operation to be exempt from Code Section 409A, the regulations thereunder, and all other present and future Applicable Guidance as described under the short-term deferral rule provided in 26 C.F.R Section 1.409A-1(b)(4)(i).

10.04 Notice and Elections. Any notice given or election made under the Plan must be in writing and must be hand delivered or mailed by certified mail, to the Employer or to the Participant or Beneficiary as appropriate. Employer will prescribe the form of any Plan notice or election to be given to or made by Participants. Any notice or election will be deemed given or made as of the date of delivery, or if given or made by certified mail, as of 3 business days after mailing.

10.05 Administration. The Employer and Board will administer and interpret the Plan, including making a determination of the benefit due any Participant or Beneficiary under the Plan. As a condition of receiving any Plan benefit to which a Participant or Beneficiary otherwise may be entitled, a Participant or Beneficiary will provide such information and will perform such other acts as Employer reasonably may request. The Employer and Board may retain agents to assist in the administration of the Plan and may delegate to agents such duties as it sees fit. The decision of the Board or its designee concerning the administration of the Plan is final and is binding upon all persons having any interest in the Plan.

10.06 Accounting. The Employer will maintain for each Participant as is necessary for proper administration of the Plan sub-accounts for tracking Awards by Plan Year.

10.07 Account Statements. The Employer from time to time will provide each Participant with a statement of the Participant's Deferred Compensation Account as of the most recent Valuation Date. The Employer will also provide statements to any Beneficiary of a deceased Participant with a benefit remaining in the Plan.

10.08 Costs and Expenses. Investment charges will be borne by the Participant's Deferred Compensation Account to which they pertain. The Employer will pay the other costs, expenses

and fees associated with the operation of the Plan, excluding those incurred by Participants or Beneficiaries. The Employer will pay costs, expenses or fees charged by or incurred by the trustee only as provided in the trust or other agreement between the Employer and the trustee.

10.09 Reporting. The Employer will report deferred compensation for Employee Participants on Form W-2 in accordance with Applicable Guidance.

10.10 Applicable Law. All questions pertaining to the construction, validity and effect of the Plan shall be determined in accordance with the laws of the United States and to the extent not preempted by such laws, by the laws of the States of Missouri.

10.11 Gender and Number. Where the context permits, words denoting the masculine gender shall include the feminine gender, the singular shall include the plural, and the plural shall include the singular.

10.12 Statutory References. All references to the Code include reference to any comparable or succeeding provisions of any legislation which amends, supplements or replaces such section or subsection.

10.13 Headings. Section headings and titles are for reference only. In the event of a conflict between a title and the content of a section, the content of the section shall control.

10.14 Action by the Employer. Any action to be performed by Employer under the Plan shall be by resolution of its Board or by a person or persons authorized by Board resolution or Board approved Board Policy.

IN WITNESS WHEREOF, Bi-State Development Agency of the Missouri-Illinois Metropolitan District has executed this Plan this _____ day of _____, 20__.

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

Date: _____

By: _____

Witness: _____

Name: _____

Title: _____

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY OF
THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
APPROVING THE AMENDED AND RESTATED 457(f) DEFERRED COMPENSATION PLAN**

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 (“Compact”) between the states of Missouri and Illinois, acting by and through its Board of Commissioners (the “Board”); and

Whereas, the Agency is authorized under Article III of the Compact to perform all functions necessary and incidental to its powers and authority, including the establishment by the Board of Bylaws and Board Policies; and

Whereas, Chapter 70 of the Collected Board Policies defines the Board’s authority with regard to personnel matters within the Agency. Board Policy 70.020 Compensation (A) Policy, provides that it is the policy of the Agency to maintain a compensation package, including both salary and benefits, to attract and retain outstanding employees; and

Whereas, organizations that do not have options for variable pay such as annual bonuses or stock options, can find it difficult to attract and retain key talent to accomplish long-term strategic objectives. Given that (BSD) is one of those organizations, the Talent Management and Benefits Departments reviewed options and recommended consideration of a 457(f) Executive Deferred Compensation Plan.

Whereas, a 457(f) Plan is a non-qualified plan, which allows any eligible participant to defer income on a pre-tax basis to supplement the limit that is currently provided by ERISA for a 401(k) plan; and

Whereas, at the February 18, 2022 Board meeting, the Board approved the creation and drafting of a 457(f) deferred compensation plan for Agency executive staff and authorized certain Agency staff to determine the parameters of the 457(f) plan design and implementation subject to Board approval. In accordance with Board instructions, the Vice President – Talent Management and Director of Benefits presented a proposed 457(f) Executive Deferred Compensation Plan program at the September 23, 2022 Board meeting, including a 457(f) Deferred Compensation Plan; and

Whereas, the 457(f) Executive Deferred Compensation Plan, was approved by the Board at the October 14, 2022 Special Meeting; however, it did not provide for Chief Audit Executive as an eligible participant; and

Whereas, it is feasible, necessary and in the public interest for the Board of Commissioners to approve the Amended and Restated 457(f) Executive Deferred Compensation Plan, as attached, to provide for the inclusion of the Chief Audit Executive as an eligible participant, 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:

Resolution #1240
Bi-State Development Agency Board of Commissioners
November 18, 2022
Amending 457(f) Executive Deferred Compensation Plan – Chief Audit Executive
Page 1

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

Section 2. Approval of the Amended and Restated 457(f) Executive Deferred Compensation Plan Program. The Board of Commissioners hereby approves the Amended and Restated 457(f) Executive Deferred Compensation Plan, as attached, to provide for the inclusion of the Chief Audit Executive as an eligible participant, 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 and Restated 457(f) Executive Deferred Compensation Plan. The form of the Amended and Restated 457(f) Executive Deferred Compensation Plan (as provided in the Attachments to the Briefing Paper and made a part hereof), substantially in 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 and Restated 457(f) Executive Deferred Compensation Plan, with such changes, modifications, insertions and omissions as may be deemed necessary or desirable to affect the Amended and Restated 457(f) Executive Deferred Compensation Plan, with the necessity and desirability of such changes, modifications, insertions and omissions conclusively evidenced by their execution thereof.

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

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

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

Section 9. Payment of Expenses. The Executive 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 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 18th day of November, 2022.

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

Resolution #1240
Bi-State Development Agency Board of Commissioners
November 18, 2022
Amending 457(f) Executive Deferred Compensation Plan – Chief Audit Executive
Page 3

DRAFT
Bi-State Development
Board of Commissioners
2023 Board and Committee Meeting Schedule
(Meetings begin at 8:30 a.m. unless otherwise noted)

Thursday, January 12, 2023 (Tentative)*
Safety & Security Committee

Friday, January 27, 2023 (Tentative)*
OPS Committee
AFA Committee (following OPS)

Friday, February 17, 2023
Board Meeting

Friday, March 3, 2023 (Tentative)*
Safety & Security Committee

Friday, March 17, 2023 (Tentative) *
OPS Committee
AFA Committee (following OPS)

Friday, April 21, 2023
Board Meeting

Thursday, April 27, 2023 (Tentative)*
Safety & Security Committee

Thursday, May 25, 2023 (Tentative)*
OPS Committee
AFA Committee (following OPS)

Friday, June 23, 2023
Board Meeting

Thursday, August 10, 2023 (Tentative)*
Safety & Security Committee

Friday, August 18, 2023 (Tentative)*
OPS Committee
AFA Committee (following OPS)

Friday, September 22, 2023
Board Meeting

Thursday, October 5, 2023 (Tentative)*
Safety & Security Committee

Friday, October 13, 2023 (Tentative)*
OPS Committee
AFA Committee (following OPS)

Friday, November 17, 2023
Board Meeting

*Committee meeting dates are scheduled tentatively and will be confirmed by each Committee Chair.

*Moved to Friday, instead of Thursday, due to staff scheduling conflicts.

*Scheduled for "Thursday", due to the Memorial Day holiday the following Monday.

Draft 10/21/2022

From: Thomas Curran, Executive Vice President, Administration
Subject: **Electronic Fare Collection System**
Disposition: Information
Presentation: Thomas Curran, Executive Vice President, Administration

Objective:

To present information to the Board of Commissioners regarding Consult Hyperion's review of last year's Request for Proposals (RFP) process for an electronic fare collection system and recommendation for a provider.

Background:

Bi-State Development issued a request for proposals for an electronic fare collecting system on January 14, 2021. The request sought vendor proposals for an account-based electronic fare collection system through a cloud-hosted platform that would work with smart cards, paper barcodes and contactless credit cards. The RFP also asked for a customer-facing web portal, integration with mobile ticketing, and bus/light rail validators.

Ten proposals were received and forwarded to an evaluation committee for scoring in April 2021, and four finalist firms were invited to give presentations. The project was to be funded through Section 5307 formula funds, Proposition M and the St. Clair County Transit District.

In May 2021, the Operations Committee was presented with a request to pre-approve the highest ranking firm, even though a final recommendation had not yet been made by staff. Commissioners had questions regarding the proposed e-faring system in regard to cost and how the new collection proposal would fit into the total system. As a result, a motion to table the recommendation from staff was approved, to allow for further discussion.

In order to obtain outside expertise and an objective review of our efforts to date, Bi-State issued solicitation *22-RFP342190-TJL- Fare Collection Program Consultant* on June 25, 2022, and Consult Hyperion was selected to assist in developing a new fare collection system for Bi-State. The modernized system will tie into the Secure Platform Plan (SPP), which is dependent upon an updated fare system to open the planned gates at all MetroLink stations.

The first of seven tasks in the Fare Collection Program scope of work was a review of the previous 2021 RFP process for an electronic faring system. Questions to be answered through this review included determining: 1) were the project goals sufficiently captured by the RFP; 2) was the scope sufficient to ensure project success; 3) was the procurement process properly followed; 4) were a sufficient number of proposals received; 5) was the best proposal recommended; and 6) was the proposed pricing fair?

Consult Hyperion has completed its analysis of the 2021 RFP process and presents the following findings.

Analysis:

In order to move forward in a timely manner with a modern fare collection system that will allow the SPP program to be a success, Consult Hyperion has affirmed that an Account-based system offered through a Software-as-a-Service (SaaS) model is the best solution that will fulfill Bi-State's needs.

Account-based solution: Today's standard fare collection system is account based, in which a central back end software system controls the entire process. The old fare collection model of a card-based system is no longer useful. In that model, the validators contained all of the information for the system. Validators had to hold all of the fare rules, and then read/write data back to the card. The card held the value for the rider.

With improved network capabilities, account-based systems are the new standard. The central back end software system contains all of the fare rules and keeps a record of all account values. The fare media is now just a token or credential that can take many different shapes, such as a smart card, mobile phone, physical ticket or smart watch.

Under the ***Software-as-a-Service model***, the vendor only supplies a limited portion of the fare collection system, and the transit agency can select its preferred supplier for other parts of the system like ticket vending machines (TVMs) and fareboxes. The SaaS provider must simply offer the TVM and farebox suppliers its application programming interfaces (APIs), and any number of vendors can interact with the system. The agency has the flexibility to pick the best-in-class supplier that offers the products that fit their needs.

Consult Hyperion's review of last year's recommended vendor, Masabi, and the three other finalists from whom best and final offers were received, shows that Masabi's proposal met 94.9% of Bi-State's requirements. The exceptions in the proposal have been deemed reasonable, and their phased approach was described as "well thought out". Masabi's central back end, the *Hub*, is a mature platform with financial reporting, customer reporting and asset monitoring, all in one tool. Masabi's responses to the Software-as-a-Service questionnaire provide assurances that their system is well supported and meets Payment Card Industry (PCI) compliance.

Consult Hyperion is recommending that Bi-State complete the electronic faring RFP process that it began last year, by awarding Masabi with a contract for providing back end/back office support and validators. Consult Hyperion will continue working on the next six tasks of the Fare Collection Program scope of work, including: 1) affirming and refining project goals, 2) a Request for Information (RFI) for new fare equipment; 3) a Request for Proposals (RFP) for TVMs and fareboxes; 4) technical support for fare equipment replacement and integration; 5) revenue process security, and 6) project management.

During the next two years, Consult Hyperion will continue working with Bi-State to create the new fare collection system, which is scheduled to conclude at the same time as the Safe Platform Plan.

Funding:

The cost of the electronic faring system is projected to be \$3,500,000 which includes an approximate 10% contingency. Funding for this project will be provided through Section 5307 formula funds, Proposition M and the St. Clair County Transit District.

Board Action Requested:

This briefing paper is being presented for informational purposes for the Board of Commissioners' consideration with respect to a future decision regarding award of an electronic fare collection system.

Metro Service Performance Summary | July – October FY23

Bi-State Development Board of Commissioners Operations Committee Meeting: November 18, 2022

SYSTEM PERFORMANCE

Metro Transit Operations: At-A-Glance



Service Performance Measures		MetroBus Fixed Route + Special Services	FY23 vs. FY22	MetroLink	FY 23 vs. FY22	Call-A-Ride	FY23 vs. FY22
System Ridership	YTD	4,395,400	6.8%	2,387,000	7.7%	115,700	(-4.3%)
	Q2	1,122,000	7.3%	621,200	9.8%	27,240	(-6.4%)
Missouri	YTD	3,794,700	4.9%	1,877,400	8.3%	115,700	(-4.3%)
	Q2	966,200	5.5%	499,700	12%	27,240	(-6.4%)
Illinois	YTD	600,600	20%	509,600	5.8%		
	Q2	155,700	20%	121,500	0.1%		
Revenue Miles	YTD	4,235,200	(-15.5%)	788,000	(-18.0%)	1,239,500	(-1.8%)
	Q2	1,054,400	(-14.7%)	186,900	(-24.2%)	294,200	(-4.3%)
Revenue Hours	YTD	306,500	(-14.9%)	35,200	(-15.5%)	70,500	1.7%
	Q2	76,100	(-13.8%)	8,600	(-19.1%)	17,000	(-0.4%)
On-Time Performance	YTD	86.1%	(-2.4%)	*92.4%	*(-5.5%)	92.8%	-0.2%
	Q2	86.4%	(-2.6%)	*92.4%	*(-5.5%)	93.6%	1.6%
Financials		YTD F23 Actual		YTD FY23 Budget		Budget Adherence	
Expenses (Transit)		*\$66,973,000		*\$76,727,300		*(-\$9,754,200)/(-13%)	
Passenger Revenue		*\$5,849,100		*\$5,037,200		*(\$811,900)/(16%)	
Farebox Recovery Ratio		*8.7%		*6.6%		*33%	
MetroBus + MetroLink 12-Month Rolling Average Fare		*\$1.12	*12%	Call-A-Ride 12-Month Rolling Average Fare		*\$1.73	*275%

*These figures represent July – September 2023

Metro Service Performance Summary

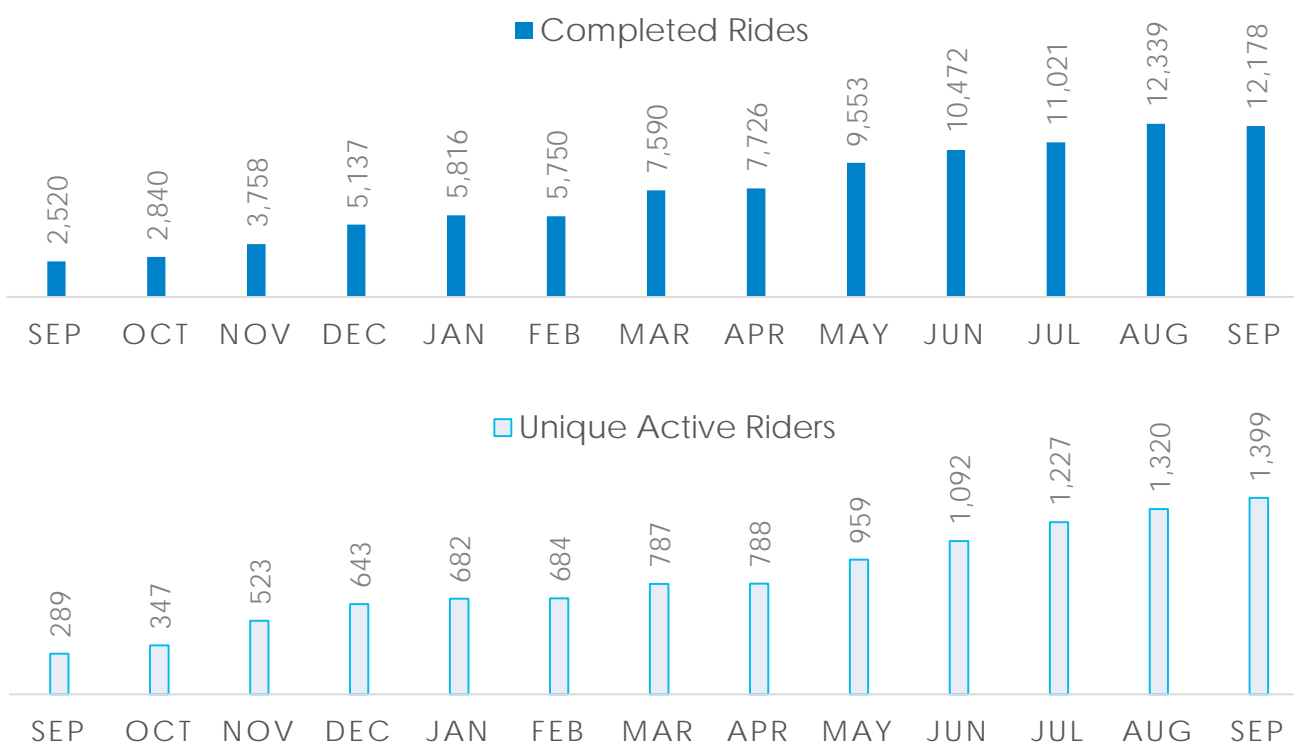
Paratransit and On-Demand Via Metro Performance Trends



Call-A-Ride Passenger Trip Requests, October, 2022

Passenger Trip Requests	# of Trips	Percent of Trip Requests
Scheduled and Made	27,239	53%
Cancelled by Passenger	5,790	11%
No-Shows	1,297	2.5%
Missed Trips	68	0.1%
Van Unavailable – Capacity Denial – ADA Riders	15,993	31%
Van Unavailable – Capacity Denial – NON ADA Riders	102	0.2%
Van Available – Adversarial Denial – All Riders	523	1.0%
Eligibility, Beyond Hours or Boundaries	69	0.1%
Total Trip Requests	51,081	100%

Via Metro STL, Last 12 Months



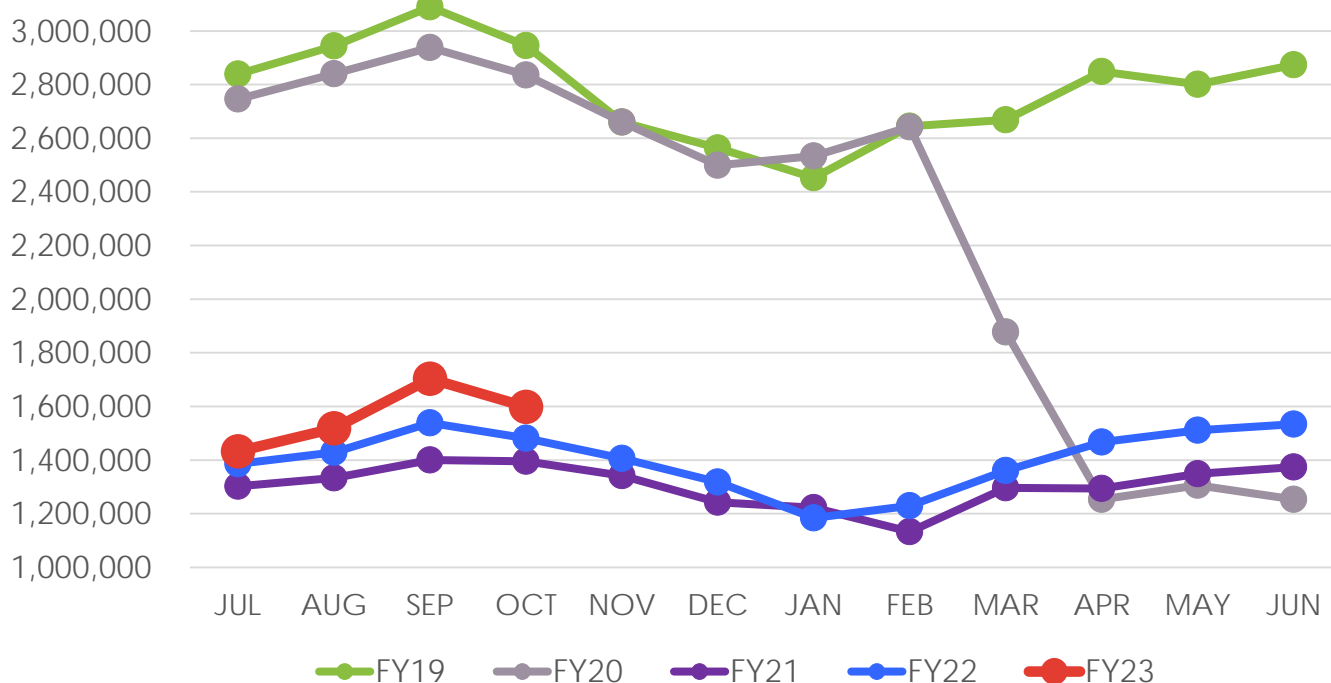
Metro Service Performance Summary

Overall Performance Trends



- At the start of the 2nd quarter, considering the challenges faced in the region, Metro still enjoys astounding year-over-year gains. The midsummer flood damage continues to significantly impact MetroLink (ML) service reliability, and the adjusted schedule imposes a 17-minute transfer penalty between red and blue lines. Despite these hardships, ridership on ML saw a boost in September and October of 2022, galvanized by regional special events like an additional (7) Cardinals games in FY23; the return of the popular Joyce Myers Ministries conference celebrating their 40th anniversary; the Balloon Glow event, and significant music artists like Mary J. Blige attracting large audiences. For example, the night of the Pearl Jam concert saw a (27%) increase in ridership, and crowds compelled ML operations to pull out extra service trips.
- MetroBus (MB) ridership in September also continued a strong performance compared to the previous (2) fiscal years, even as operator shortages continue to exert astronomical hardships on customers and the remaining workforce. After significant cuts to service in late August, (2.4%), or about (2,150 of 91,00) of scheduled service trips are reported canceled in the MetroBus Trouble Log. In October, that number quickly doubled.
- Evidence suggests that the actual count of missed trips is likely far higher, particularly when one accounts for the customer experience. A vehicle pulled out downstream of the beginning of a service trip, or a vehicle that passes riders on the street due to capacity overloads, is a missed trip from the customer's point of view; yet service is reported from the standpoint of operations vs. the customer experience.
- The more harmful complexity of the labor shortage crisis is the geographic disparity of missed service that dramatically increases the level of missed trips experienced by any individual customer, depending on their origin and destination points. Illinois continues to lead in service reliability primarily because the state's workforce levels are dramatically higher as a ratio of their ridership and service levels. In turn, ridership growth is double that compared to Missouri.
- Furthermore, workforce availability is also stratified within Missouri at the garage, route, and time-of-day level. DeBaliviere saw (3.5%) of trips missed in October, while Brentwood saw (6.4%) of service levels canceled.
- Of the service missed at the Brentwood garage, over half of all trips were cut from three key core routes clustered in St. Louis City and once City-County hybrid. For context, Brentwood houses a total of (22) routes. About half of those routes serve St. Louis County.
- Also, at Brentwood, (90%) of all canceled services or (1,985) missed trips occur before 6 am, during the pm peak, and late-night service. These are critical times of the day as Customer Service hours are limited from 7 am to 6 pm. In addition, the workflow and mechanisms to cancel trips in the Transit App for communicating the canceled service to the public needs dire improvement.
- These disparities affect our core customers as we head into the coldest months of the year, and the concentration of strife has equity implications.

STANDARDIZED FIXED-ROUTE RIDERSHIP (TOTAL SYSTEM)



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Metro Transit Service Change Scheduled for November 28

Blue Line MetroLink Service to be Restored to Fairview Heights; Changes to 42 MetroBus Routes

[ST. LOUIS, MO/November 11, 2022] Metro Transit will make schedule and service adjustments to MetroLink and 42 MetroBus routes operating in the City of St. Louis, St. Louis County and St. Clair County, Ill., on **Monday, November 28**. This includes the return of Blue Line MetroLink service to the Fairview Heights MetroLink Station. In addition, service will be suspended on one MetroBus route, the #71 Patterson-Redman.

These service adjustments will improve MetroBus-MetroLink connections and should provide more reliable schedules and consistent transit service for customers. Metro Transit, like other transit agencies and businesses around the nation, continues to be challenged by workforce shortages. For more than two years, it has been necessary to cancel scheduled MetroBus trips on a daily basis due to a shortage of bus operators.

“Since the start of the COVID-19 pandemic, we have been regularly making adjustments to Metro Transit operations to address our workforce issues. However, some of our customers continue to experience unplanned cancellations, which can cause significant delays and inconvenience,” said Charles Stewart, Executive Director of Metro Transit. “By changing schedules and service frequency on some of our MetroBus routes and restoring Blue Line MetroLink service to Fairview Heights, we can better match our workforce resources to service levels and riders can have a better transit experience and more dependable service.”

Details for the November 28 Service Change are available below. New schedules and route maps for MetroLink and the affected MetroBus routes will be available on the Metro Transit website and Transit app beginning on Monday, November 14. Transit riders who have questions or would like assistance are encouraged to text Metro Transit Information at 314.207.9786 or call 314.231.2345, available Monday through Friday from 7 a.m. to 6 p.m.

MetroLink

Blue Line MetroLink service will return to its normal route on Monday, November 28, with Blue Line trains serving all stations between the Shrewsbury-Lansdowne I-44 and Fairview Heights MetroLink Stations. Due to significant damage to the light rail system from historic flash flooding in July, MetroLink has been operating modified service, which includes Blue Line trains only operating between the Shrewsbury-Lansdowne I-44 and Forest Park-DeBaliviere Stations. With Blue Line service being restored to the Fairview Heights Station, Blue Line riders will no longer need to transfer trains at the Forest Park-DeBaliviere Station to continue their trips.

Red Line and Blue Line MetroLink service will operate on a 20-minute schedule, 7 days a week. Metro Transit teams continue to make repairs to flood damaged areas of the MetroLink system. Due to supply chain issues and long production times for replacement parts, it may be several months before repairs are fully completed and MetroLink can resume its pre-flood schedules and service frequency levels.

MetroBus – #71 Patterson-Redman Suspended

Service on the #71 Patterson-Redman route will be suspended beginning on Monday, November 28. Through a partnership with Lyft, discounted \$1 Lyft rides are available and may be an option for riders of the #71 Patterson-Redman. For more information on discounted Lyft rides, customers should visit metroslouis.org/lyft or call Metro Transit Information at 314.231.2345.

MetroBus – Service Ending at 8 p.m.

- #9 Oakville
- #30 Arsenal

Service on the #9 Oakville and #30 Arsenal will end at 8 p.m. on weekdays and weekends.

MetroBus – Schedule and/or Service Frequency Adjustments

- | | |
|---------------------|---------------------------|
| • #1 Gold | • #49 Lindbergh |
| • #2 Red | • #56 Kirkwood-Webster |
| • #2 Cahokia (IL) | • #57 Manchester |
| • #4 Natural Bridge | • #58 Chesterfield Valley |
| • #8 Shaw-Cherokee | • #60 Shepley-Lilac |
| • #9 Oakville | • #61 Chambers |
| • #11 Chippewa | • #64 Lucas Hunt |
| • #16 City Limits | • #70 Grand |
| • #18 Taylor | • #73 Carondelet |
| • #19 St. Louis Ave | • #74 Florissant |
| • #21 Watson Rd | • #76 McDonnell-Waterford |
| • #30 Arsenal | • #77 Village Square |
| • #31 Chouteau | • #78 Bellefontaine |
| • #32 Dr. ML King | • #79 Ferguson |
| • #33 Midland | • #90 Hampton |
| • #34 Earth City | • #91 Olive |
| • #35 Rock Road | • #94 Page |
| • #40 N. Broadway | • #97 Delmar |
| • #41 Lee | • #98 Ballas-North Hanley |
| • #42 Sarah | • #100 Hazelwood |
| • #47 Hanley | |

To improve schedule reliability, some of these routes will have their service frequency temporarily reduced. Other routes will have minor schedule and routing adjustments. New schedules and maps for these MetroBus routes will be available on Transit app and at metroslouis.org/upcoming-schedule-changes on November 14.

About Metro Transit

Metro Transit operates the St. Louis region's main public transportation system, which includes 24 battery electric buses and nearly 400 clean-burning diesel buses that serve 58 MetroBus routes in eastern Missouri and southwestern Illinois. Metro also operates MetroLink light rail vehicles on 46 miles of track serving 38 stations in the two-state area, and operates Metro Call-A-Ride, a paratransit fleet of 122 vans. Metro Transit is a Bi-State Development enterprise.

PERFORMANCE

Metro Transit Workforce At-A-Glance

Sign-on and Retention Bonuses

- 534 new hires since sign-on bonus program began in 2021.
- 161 sign-on bonuses paid to date.
- 45 referral bonus payments made.

Recruiting & Training Capacity

- 2 classes per month scheduled for Call-A-Ride.
- 1 class every 8 weeks scheduled for MetroBus.
- MetroLink class scheduled for January 2023.

Status of Operations

MetroBus	4,026 missed trips in October due to workforce shortage. This is 4.3% of the total trips.
MetroLink	Zero missed trips. TSMs have supplemented service.
Call-A-Ride	15,993 denied boardings of the 51,081 trips requested in October. This is 31.31% of the total trips.
A MetroBus 5% reduction in service occurred March 2022. A further reduction in service is planned for November 28 th , which is based on operator availability to minimize missed trips. This new schedule reduces the operator needs to 584 for MetroBus and 92 for MetroLink to provide the service.	

Recruitment Progress

- Our month event will switch to a quarterly event starting in 2023. We will be adding to the list of positions for these events to include TSMs, Reservation Clerks, Dispatchers, Mechanics, and Arch positions. BSD participating in other job fair and hiring events in the community:
 - Normandy HS 11-10-2022 & 11-11-2022
 - Scott Air Force Base 11-15-2022
 - Urban League 2-8-2023.
- Research for pre-employment assessment and RJP for Operators and others complete. Moving to RFP stage.
- Officially part of the PaYs program with the Army and National Guard to reach Veterans leaving the service and looking for employment opportunities.
- Early stages of partnership with MO Public Transportation Association in development of apprenticeship programs.

Recruiting & Training Pipeline (October)

	Applications Received	Candidates in Process	Candidates Scheduled for Training	Trainees in Process
MetroBus Operators	70	14	0	10
Call-A-Ride Operators	43	6	1	2
1A Mechanics	3	1	0	3
Electro-Mechanics	10	9	0	3
Electricians	5	2	0	3

Staffing Levels

	MetroBus Operators	MetroLink Operators	Call-A-Ride Operators	General Maintenance 1A Mechanics	Vehicle 1A Mechanics	MetroLink ElectroMechanics	Electricians
Budgeted Positions	789	102	201	46	224	42	61
Active Employees	598	85	124	38	194	30	47
Percent Shortage	24.21%	16.67%	38.31%	17.39%	13.39%	28.58%	22.95%