



Combined Meeting of the  
Operations Committee &  
Audit, Finance and  
Administration Committee  
October 18, 2019  
8:00 AM

## Open Session Agenda

## Notice of Meeting and Agenda

### Bi-State Development Combined Operations Committee and Audit, Finance and Administration Committee Meeting Friday, October 18, 2019, 8:00 a.m.

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

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

<b>Agenda</b>	<b>Disposition</b>	<b>Presentation</b>
1. Call to Order	Approval	Chair Holman
2. Roll Call	Quorum	M. Bennett
3. Public Comment	Information	Chair Holman
4. Minutes of the August 20, 2019 Combined Operations Committee and Audit, Finance & Administration Committee Open Meeting	Approval	Chair Holman
5. Amended Agreement between Saint Louis County and Bi-State Development Agency of the Missouri-Illinois Metropolitan District (Metro) d/b/a Transportation Management Association	Approval	J. Mefford-Miller / J. Butler
6. Parkway Interlocking / Richmond Heights Turnout Design Services	Approval	J. Mefford-Miller / C. Poehler / G. Smith
7. Contract Award: New Flyer, for the Purchase of 14 Battery Electric Articulated Buses	Approval	J. Mefford-Miller / L. Jackson / D. Curry
8. Airport Terminal Repair / Replacement	Approval	M. Lamie / E. Dahl
9. St. Louis Downtown Airport Surplus Property Holdings	Approval	M. Lamie / E. Dahl / J. Langa
10. 2019 Annual Surplus Property Holdings	Approval	J. Langa / J. Braun
11. North Hanley MetroLink Station Development Proposal	Approval	J. Langa / J. Braun
12. On-Call Real Estate Brokerage Services	Approval	J. Langa / G. Smith
13. Contract Modification: Additional Funds for Broker of Record Services	Approval	C. Stewart / K. Brittin
14. Update on Drug & Alcohol Policy & Plan	Approval	C. Stewart / K. Brittin
15. Brentwood Bus Garage, Surplus Property	Information	J. Langa / J. Braun
16. Operations Report	Information	J. Mefford-Miller
17. Pension Audit Updates	Information	C. Stewart

Agenda	Disposition	Presentation
18. IAD Follow-Up Summary – 1 <sup>st</sup> Quarter FY 2020	Information	J. Cali
19. IAD Status Report – 1 <sup>st</sup> Quarter FY2020	Information	J. Cali
20. IAD SSO Status Report – 3 <sup>rd</sup> Quarter CY2019	Information	J. Cali
21. President/CEO Report	Information	T. Roach
22. Unscheduled Business	Approval	Chair Holman
23. Adjournment to Executive Session**	Approval	Chair Holman
24. Reconvene to Open Session	Approvals	Chair Holman
25. Adjournment	Approval	Chair Holman
<p><i>**If such action is approved by a majority vote of The Bi-State Development Agency's Board of Commissioners who constitute a quorum, the Board may go into closed session to discuss legal, confidential, or privileged matters pursuant to Bi-State Development Board Policy Chapter 10, Section 10.080 (D) Closed Records: Legal under §10.080(D)(1); Real Estate under §10.080(D)(2); Personnel under §10.080(D)(3); Health Proceedings under §10.080(D)(4); Employee Negotiations under §10.080(D)(5); Data Processing under §10.080(D)(6); Purchasing and Contracts under §10.080(D)(7); Proprietary Interest under §10.080 (D)(8); Hotlines under §10.080(D)(9); Auditors under §10.080(D)(10); Security under §10.080(D)(11); Computers under §10.080(D)(12); Personal Access Codes under §10.080(D)(13); Personal Information under §10.080(D)(14); Insurance Information under §10.080(D)(15); Rail, Bus, or Facilities Safety and Accidents under §10.080(D)(16) or Protected By Law under §10.080(D)(17).</i></p>		

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

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



**Open Session Item**

**4**

**BI-STATE DEVELOPMENT  
COMBINED OPERATIONS / AUDIT, FINANCE & ADMINISTRATION  
COMMITTEE MEETING  
OPEN SESSION MINUTES  
August 20, 2019 8:00 a.m.**

**Operations Committee Members in Attendance**

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

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

Aliah Holman, Chair  
Constance Gully (entered the meeting at 8:06 a.m.)  
Justin Zimmerman – via phone (left the meeting at approximately 9:00 a.m.)  
Herbert Simmons  
Fred Pestello

**Staff in Attendance**

Taulby Roach, President and Chief Executive Officer  
Barbara Enneking, General Counsel and Deputy Secretary  
Myra Bennett, Manager of Board Administration  
Jim Cali, Chief Audit Executive  
Ted Zimmerman, Vice President, Marketing and Communications  
Patti Beck, Director of Communications  
Jerry Vallely, External Communications Director  
Charles Stewart, Executive Vice President Organizational Effectiveness  
Tamara Fulbright, Sr. Director Financial Planning & Treasury  
Mark Vago, Sr. Vice President, Chief Financial Officer  
Matthew Hibbard, Social Media Communications Manager  
Scott Grott, General Manager MetroLink  
Michael Gibbs, Manager Financial Operations, Administration and Business Operations  
Victoria Potter, Controller  
Larry Rusbarsky, Director Financial Planning and Budget  
Anita Dunn, Health and Welfare Plan Manager  
Carmen Brothers, Retirement Plan Manager  
John Langa, Vice President Economic Development  
Lisa Burke, Executive Assistant  
Kelli Fitzpatrick, Sr. Internal Auditor/PT  
Angie Staicoff, Sr. Internal Auditor

Jackie Covington, Capital Budget Administrator and Analyst  
Larry Jackson, Executive Vice President Administration  
Karl Tyminski, Sr. Internal Auditor/PT  
Virginia Alt-Hildebrandt, Manager Administrative Services  
Kathy Brittin, Director Risk and Absence Management  
Trenise Winters, General Manager MetroBus  
Tim Nittler, Director Capital Projects  
Kevin Kloeber, Risk Manager  
Ray Macias, Manager Help Desk/Office Services  
Virgie Chaffen, Director Labor Relations  
Suzanne Whitehead, Assistant Superintendent Training Light Rail  
Jessica Mefford-Miller, Executive Director Metro Transit  
Mary Lamie, Executive Vice President of Multi Modal Enterprises  
Brenda Krieger, Executive Assistant  
Kent Swagler, Director of Corporate Compliance and Ethics  
Kerry Kinkade, VP Chief Information Officer  
Chris Poehler, Asst. Executive Director Engineering Systems

#### **Others in Attendance**

Jeff White, Columbia Capital Management, LLC  
Jason Terry, Gilmore and Bell  
Erica M. Brooks, Grassroots organizer, Bus #79

1. **Open Session Call to Order**  
**8:00 a.m.** Chairman Holman called the Open Session of the Combined Operations / Audit, Finance & Administration Committee Meeting to order at 8:00 a.m.
2. **Roll Call**  
**8:00 a.m.** Roll call was taken, as noted above.
3. **Public Comment**  
**8:01 a.m.** Chair Holman noted that no speaker cards were submitted for today's meeting.
4. **Minutes of the May 14, 2019, Operations Committee Open Meeting**  
**8:01 a.m.** The minutes of the Minutes of the May 14, 2019, Operations Committee Open Meeting were provided in the Committee packet. A motion to approve the minutes, as presented, was made by Commissioner Simmons and seconded by Commissioner Cox. **Motion passed unanimously.**
5. **Minutes of the May 31, 2019, Audit, Finance & Administration Committee Open Meeting**  
**8:01 a.m.** The minutes of the Minutes of the May 31, 2019, Audit, Finance & Administration Committee Open Meeting were provided in the Committee packet. A motion to approve the minutes, as presented, was made by Commissioner Cox and seconded by Commissioner Brown. **Motion passed unanimously.**

**6. Interagency Agreement between the Village of Sauget, Illinois and Bi-State Development, on behalf of the St. Louis Downtown Airport**

**8:01 a.m.** A briefing paper was provided in the Committee packet, regarding a request to refer to the Board of Commissioners, for approval, an authorization to enter into an Intergovernmental Agreement between the Village of Sauget, Illinois and Bi-State Development (BSD), on behalf of the St. Louis Downtown Airport (Airport), for the purpose of improving the intersection at Curtis Steinburg Drive and Sauget Business Boulevard, with a not to exceed amount of \$125,000 from the Airport Enterprise Fund to be utilized as a 50/50 local match with the Village of Sauget.

Mary Lamie, Executive Vice President of Multi Modal Enterprises, provided an overview of this issue. It was noted that improvements to the intersection at Curtis Steinburg Drive and Sauget Business Boulevard have long been sought by the Airport for the benefit of Airport users and others in the local area. Although originally expected to cost no more than \$565,000, the current estimate of the Project is \$650,000. As the Federal/State share of the project is capped at \$452,020, the increase in the Project cost must come from the local 50/50 match funded by the Village of Sauget and the St. Louis Downtown Airport. Discussion was held.

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

**7. Memorandum of Agreement with East-West Gateway Council of Governments for Operational Funding for the St. Louis Regional Freightway for a Three-Year Term Beginning in FY 2020**

**8:03 a.m.** Chair Holman noted that there has been a request to defer this item. Mary Lamie, Executive Vice President of Multi Modal Enterprises, stated that revised information will be submitted at the next Committee Meeting in October.

**8. St. Louis Regional Freightway 2020 Multimodal Transportation Project List**

**8:04 a.m.** A briefing paper was provided in the Committee packet, regarding a request to refer to the Board of Commissioners, for approval, the St. Louis Regional Freightway 2020 Multimodal Transportation Project List. Mary Lamie, Executive Vice President of Multi Modal Enterprises, gave a brief overview of this issue. She noted that a copy of the Freightway 2020 Multimodal Transportation Project List is included in the Committee information as Exhibit A, which summarizes the status and funding for each project. Commissioner Buehlhorn posed questions regarding a recent project approved by the Governor of Illinois, which is not noted on the list. Ms. Lamie explained that this project will be added to the proposed 2020 project list.

Commissioner Constance Gully entered the meeting at approximately 8:06 a.m. A motion to approve this agenda item, as presented, was made by Commissioner Buehlhorn and seconded by Commissioner Simmons. **Motion passed unanimously.**

**9. Memorandum of Understanding between the Missouri Department of Social Services MO HealthNet Division and the Bi-State Development Agency of the Missouri-Illinois Metropolitan District**

**8:08 a.m.** A briefing paper was provided in the Committee packet, regarding a request to refer to the Board of Commissioners, for approval, renewal of the Intergovernmental Agreement with the

State of Missouri on behalf of the Missouri Department of Social Services MO HealthNet Division and the Bi-State Development Agency of the Missouri-Illinois Metropolitan District (BSD). Jessica Mefford-Miller, Executive Director of Metro Transit, provided a brief overview of this issue. She noted that, in March, 1996, the Bi-State Development Agency of the Missouri-Illinois Metropolitan District entered into an Agreement with the Department of Social Services (DSS/DMS) for the administration of scheduled transportation services for Missouri Medicaid eligible individuals served by the Government Entity, to obtain non-emergency but medically necessary, Missouri Medicaid covered services. In turn, DSS/DMS agreed to reimburse the Government Entity the Title XIX federal share of actual and reasonable costs established for the provision of medically necessary transportation provided by the Government Entity. The rate of reimbursement for the eligible administration of medically necessary transportation costs is the Title XIX federal share (50%). In addition, the Government Entity's costs of services are reviewed, and the estimated cost per unit is adjusted each year as necessary. This agreement has been in place since 1996 and was recently updated and approved by BSD's General Counsel.

Commissioner Windmiller posed questions regarding the cost to BSD. Ms. Mefford-Miller noted that payments to BSD for Fiscal Year July 1, 2019 – June 30, 2020, are reimbursed at the rate of (50%) the adjusted Cost per Trip of \$56.36, which is funded by the operating budget.

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

**10. Contract Award: Central States – Purchase of Paratransit Vans**

**8:10 a.m.** A briefing paper was provided in the Committee packet, regarding a request to refer to the Board of Commissioners, for approval, a request to award a five-year, Indefinite Delivery/Indefinite Quantity Contract to Central States for the purchase of paratransit vans. Jessica Mefford-Miller, Executive Director of Metro Transit, provided a brief overview of this issue. She noted that the Board approved a five-year contract for the purchase of paratransit vans at the November 16, 2018, meeting, Board Resolution #929. The purchase order was created, and on January 15, 2019, Metro was informed the 2019 Chevrolet chassis no longer met domestic standards, and the contract could not be exercised using FTA funding. On January 30, 2019, Bi-State Development requested a waiver of the Buy America requirement, as described in the statutory waivers based on non-availability, therefore allowing the purchase of 35 paratransit vans from Midwest Transit. Bi-State did not receive an official response from the FTA on this request; therefore, it was decided that a new solicitation should be drafted. A summary of the proposals was provided. Commissioner Buehlhorn noted that this issue has been ongoing since 2011. Commissioner Cox posed questions regarding budgeting for this item. It was noted that funding will be established for each purchase against this contract, prior to issuance of firm commitment for production, based on funds available, and as established in the annual capital budgets. Funding for purchase of paratransit vans is typically 80% federal funds, including Section 5307 formula funds and Surface Transportation Program (STP), funds and 20% local match, typically Prop M (Missouri sales tax). Individual task orders will be issued against this contract as requirements materialize and funding becomes available.

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

**11. Bus Stop Signage Replacement Project**

**8:13 a.m.** A briefing paper was provided in the Committee packet, regarding a request to refer to the Board of Commissioners, for approval a request to enter into a contract with The Harlan Company to replace the current Bus Stop Signage in the City of St. Louis and in St. Louis County, in conjunction with Metro Reimagined. Jessica Mefford-Miller, Executive Director of Metro Transit, provided a brief overview of this issue, noting that Metro's current bus stop signage was originally designed and installed in 2002. Much of the original signage requires replacement due to age and wear. Over decades of growing our transit service in the St. Louis region, signage has been added and updated throughout the system, creating inconsistencies in sign placement and bus stop zone configurations. The proposed project is seeking a contractor to replace bus stop signs, which includes fabrication and installation at approximately 3,800 MetroBus stop locations in the City of St. Louis and in St. Louis County. She noted that this project is part of a larger overhaul of Metro's wayfinding and communication tools, and it is a critical component of other current Metro initiatives, such as: the redesign of the region's bus service and network under Metro Reimagined; the implementation of security improvements; and the overall rebranding of the Agency. It was noted that all of these corresponding efforts will enhance Metro customer's experience by making the region's transit system more welcoming, straightforward, and user-friendly.

Discussion was held regarding funding sources, and why a "not to exceed" amount is not included in the information. Ms. Mefford-Miller noted that the contract is still in negotiations at this point; however, the "not to exceed" amount for this project will be included in the information for the September Board of Commissioners meeting. Commissioner Windmiller posed questions regarding how this item will be presented at the Board meeting. It was noted that this item will not be placed as a "consent agenda" item, but rather, as a separate item, where additional discussion can be held regarding the proposed cost of the project. It was noted that this project will be funded by grant funds, 80% Federal, with a 20% match.

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

**12. Union Station Tunnel, Design Services Contract Modification, Modjeski and Masters**

**8:19 a.m.** A briefing paper was provided in the Committee packet, regarding a request to refer to the Board of Commissioners, approval to authorize the President and CEO to execute a contract modification with Modjeski and Masters, Inc. for the continuation of design services of the MetroLink tunnel at Union Station, based on the negotiated cost proposal submitted on July 23, 2019, in the amount of \$664,089.27. (The Contract Modification also extends the period of performance from November 3, 2020, to June 30, 2022.) Chris Poehler, Assistant Executive Director – Engineering, provided an overview of this issue, noting that on June 24th, 2016, BSD issued a Request for Proposals (17-RFP-103314-DGR) for design services for the reconstruction of the Union Station Tunnel. The consulting firm, Modjeski and Masters, was awarded the design contract and issued Notice to Proceed on November 3, 2016. The original contract award was \$4,432,067.20. Modjeski and Masters commenced with design, and prepared bid packages for the Overhead Conductor Rail and the relocation of the Communication Room, which are currently under construction.

Modjeski and Masters was instructed to develop the design of the main tunnel package in a manner which accelerated the construction as much as possible. This would have allowed for construction to take place during the summer and fall of 2019, thereby minimizing potential impacts to the new Aquarium at Union Station, which is anticipated to open in late 2019. The design and construction schedules necessitated that a construction easement be obtained from the property owner of the Union Station parking lot, beginning in April 2019. Bi-State Development (BSD) staff were unable to negotiate and acquire said easement.

Mr. Poehler stated that in order to continue the project, BSD staff instructed Modjeski and Masters to change the design and construction methodology of the tunnel so that construction could take place within the tunnel with minimal or no impact to Union Station during the initial construction phase. The second construction phase is scheduled to take place after an easement has been obtained from the property owner. Due to the changes, Modjeski and Masters is requesting a contract modification that will provide them with additional hours to develop the new design and bid packages, with additional compensation of \$664,089.27 to complete the re-design.

President and Chief Executive Officer, Taulby Roach, noted that BSD continues negotiations; however, the negotiations have been tense and difficult, and we are experiencing delays with the project due to LHM. Commissioner Cox asked if the tunnel is currently safe. Mr. Poehler stated that the tunnel undergoes routine inspections, and is currently safe. Mr. Roach noted that approximately \$1 million annually is spent on maintenance of the tunnel; however, the current project is necessary, so that the tunnel can be reconstructed to ensure the viability and safety of the tunnel for the next seventy years.

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

**13. Contract Modification: Contract Extension with Blue Sky Apparel for Supply of Metro Transit Management Uniforms and Accessories**

**8:26 a.m.** A briefing paper was provided in the Committee packet, regarding a request to refer to the Board of Commissioners, for approval, a request for the President and CEO to issue a modification to extend the current contract with Blue Sky Apparel & Promotions, LLC through April 30, 2020, for the supply of uniforms and accessories to Metro Transit management. Jessica Mefford-Miller, Executive Director of Metro Transit, provided a brief overview of this issue, noting that Metro Transit currently maintains a second contract with Leon Uniform Company to supply uniforms and accessories for its operators and security personnel. She stated that procurement is currently gathering the necessary information regarding uniform changes to be included in a new solicitation, with the intent to award an all-inclusive contract to one firm to provide uniform garments/accessories for all the groups (Metro Transit Staff, Operators and Public Safety). The contract extension provides a necessary bridge for the continued supply of uniforms and accessories, until a new contract is finalized.

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

**14. Potential Refunding of Series 2009 and Series 2013 Bonds**

**8:27 a.m.** A briefing paper was provided in the Committee packet, regarding a request to refer to the Board of Commissioners, a recommendation for approval of a refunding of all of Bi State Development's (BSD) outstanding Series 2009 Bonds, BSD's Series 2013A Bonds maturing in 2019, 2028, 2046 and 2048 and interest due on the Series 2013A Bonds on October 1, 2019 (collectively, the "Refunding Targets") in order to lower BSD's borrowing costs and to fund a capital projects account to be used for security improvements. Taulby Roach, President and Chief Executive Officer, noted that he will be in attendance at tonight's County Council meeting, and he anticipates that this issue will pass.

Jeff White, Columbia Capital, provided a brief overview of this issue, noting that there has been discussion of this issue since 2014, and that interest rates are currently sitting close to an historic low. It was noted that current markets present BSD with the ability to replace \$196.8 million of bonds, carrying interest rates of 4.5% to 5.0%, with bonds having an effective cost of funds of approximately 3.0%. When discounted to 2019 dollars, this produces a net present value benefit of approximately \$45 million. The term of the existing bonds will not be extended by the refinancing. Commissioner Buehlhorn posed questions regarding the timeframe to lock in the rates. Mr. White noted that it is anticipated that this process will be finalized by September 12, 2019.

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

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

**8:31 a.m.** A briefing paper was provided in the Committee packet, regarding a request to refer to the Board of Commissioners, for approval, an amendment to revise Board Policy, Chapter 100 - Compliance Program. Barbara Enneking, General Counsel, provided a brief overview of this issue, noting that this chapter of the Board Policies has not been updated since 2006. The proposed amendment would include the following revisions:

- Modify: Change name of *Chapter 100* from "Compliance Program" to "Compliance and Reporting Policy Program"
- Modify: Incorporate Director of Corporate Compliance and Ethics position and its overall Helpline responsibilities throughout the Chapter
- Modify: Section 100.010 Compliance and Reporting Policy Overview
  - Incorporate terms "illegal misconduct", "unethical conduct", and "waste" to list of possible types of illegal or unethical allegations
  - Identify the Helpline as a primary method for reporting improper actions
- Modify: Section 100.020 Reporting
  - Change the process for employees to report improper actions by expanding it to allow Agency contactor reporting of said actions
  - Incorporate reporting improper actions by employees and contractors on the Helpline as well as in hardcopy form
  - Require employee and contractor reporting, protections and protected conduct, and periodic restatement to be in compliance with the BSD Employee Code of Conduct and Ethics



- Modify: Section 100.030 Investigations
  - Incorporate information to file reports on the Helpline through its toll-free number or website
- Modify: Section 100.040 Reporting Helpline
  - Incorporate information on how to file reports on the Helpline through its toll-free number or website
- Modify: Section 100.050 Definitions
  - Add definition for “Contractor”
- Modify: Section 100.060 Reporting and Adjudicating Retaliation
  - Incorporate information on how to file and process retaliation reports on the Helpline

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

**16. Sole Source Contract Award – Indra Sistemas S.A. (Indra USA) for PCI Compliant Software/Hardware Upgrade to Ticket Vending Machines**

**8:32 a.m.** A briefing paper was provided in the Committee packet, regarding a request to refer to the Board of Commissioners, with a recommendation for approval, the execution of a sole source contract with Indra USA, to provide an upgrade of the electronic payment application on the MetroLink Ticket Vending Machines (TVM) to comply with the Payment Card Industry Payment Application Data Security standard (PCI PA-DSS) Version 3.2. It was noted that this process will involve the upgrade of the Operating System, modification of the TVM Payment application, and replacement of numerous hardware components within each machine including: new compliant pin-pads, bankcard readers and new industrial computers. The computer hardware will be competitively procured separately by BSD, but configured and installed by Indra USA. Kerry Kinkade, Vice President and Chief Information Officer, provided a brief overview of this issue.

Commissioner Holman noted that it is her understanding that this improvement will bring the system up to date for today; however, she asked how BSD plans to address upgrades to the system, to take BSD into the future. Mr. Kinkade noted that staff is currently looking at this issue to determine what the next generation of this type of system will look like; however, the proposed upgrades will give BSD the time needed to focus on this issue. Jessica Mefford-Miller, Executive Director Metro Transit, noted upgrades that have already been implemented, and noted that staff is in active discussion with vendors regarding this issue.

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

**17. Contract Award: Cellular Phone Services**

**8:39 a.m.** A briefing paper was provided in the Committee packet, regarding a request to refer to the Board of Commissioners, for approval, authorization for the President and CEO to enter into a five-year contract with T-Mobile, in an amount not to exceed \$1,572,651.00, which will include devices and WiFi services. Kerry Kinkade, Vice President and Chief Information Officer, provided a brief overview of this issue, noting that the proposed contract will save Bi-State Development (BSD) approximately \$65,000 per year, and lays the groundwork for WiFi and

vehicle connectivity. Discussion was held regarding the number of devices currently on the contract, merger of T-Mobile with Sprint, and integration within the security system.

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

**18. Contract Award – Life & Disability Insurance**

**8:46 a.m.** A briefing paper was provided in the Committee packet, regarding a request to refer to the Board of Commissioners, for approval and authorization for the President and CEO to enter into a contract with the highest ranking firm, The Standard Company, whose price is most advantageous to BSD, with price and other factors considered, in a not to exceed amount of \$4,009,778, for life and disability insurance.

Charles Stewart, Executive Vice President Organizational Effectiveness, and Anita Dunn, Health and Welfare Plan Manager, provided a brief overview of this issue. It was noted that The Standard already provides the Life coverages, and was able to competitively price the Life as well as the Disability coverages. After reviewing the information for all proposals received, the BSD team agreed with Gallagher's recommendation to renew active employee life, AD&D, and voluntary supplemental life with The Standard and to also move the retiree life, salaried employee STD and LTD coverages to The Standard. This will allow for both ease of administration, cost efficiency and an enhanced experience for BSD employees, retirees and their beneficiaries. Commissioner Cox asked if the new proposal will cause any changes for employees. Ms. Dunn noted that new proposal matches or improves the current offerings to employees, with no increase in cost to employees.

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

**19. Revised - Internal Audit Charter**

**8:51 a.m.** A briefing paper was provided in the Committee packet, regarding a request to refer to the Board of Commissioners, for approval, the Internal Audit Department's (IAD's) Revised Internal Audit Charter in the Bi-State Development (BSD) Board Policies and Procedures. Jim Cali, Chief Audit Executive, provided a brief overview of this issue, noting that the Internal Audit Charter is a formal document that defines Internal Audit's purpose, authority, and responsibility. It establishes Internal Audit's position within the organization, including the nature of the chief audit executive's functional reporting relationship with the Board; authorizes access to records, personnel, and physical properties relevant to the performance of engagements; and defines the scope of internal audit activities.

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

**20. Metro Transit Operations Report**

**8:53 a.m.** An operations report for Metro Transit was included in the Committee packet. Jessica Mefford-Miller, Executive Director of Metro Transit provided a summary of the report for the Committee. She noted that the newly created safety positions have been filled. Ms. Mefford-

Miller commended Scott Grott for a tremendous job in leading the safety team during this process, and she stated that the new members of the safety team would begin on September 9, 2019. President and Chief Executive Officer, Taulby Roach, noted that a formal announcement will be forthcoming. This item was submitted as information only, and no action is needed by the committee.

Commissioner Zimmerman left the meeting (via phone) at approximately 9:00 a.m.

**21. Metro Brand Refresh Overview**

**9:06 a.m.** Information was distributed to the Committee regarding concepts for the new Metro Brand project. Ted Zimmerman, Vice President, Marketing and Communications, gave a PowerPoint presentation regarding this issue. Mr. Zimmerman noted that the new brand is centered on our customers and on creating a “rider centric revolution”. He noted that, with regard to implementation of the new brand, there will be a “soft roll-out”, starting with the Metro Reimagined project. He stated that he and staff welcome feedback from the Board of Commissioners regarding the brand. Discussion was held regarding implementation, where the new brand will begin being placed, continued safety concerns from the public, and possible critics.

**22. Internal Audit Department Support for St Louis County Council**

**9:35 a.m.** A briefing paper was included in the Committee packet regarding this issue, and Jim Cali, Chief Audit Executive, gave an overview of this issue, expressing concerns that the information being requested in the letter from St. Louis County Councilmember Trakas, would require extensive staff time to produce, when a substantial number of reports are already maintained by the Internal Audit Department that should address his concerns. President and Chief Executive Officer, Taulby Roach, noted that Bi-State Development is in ongoing negotiations with St. Louis County, and he noted that BSD does not want to get into an unfunded, mandate situation. Commissioner Gully stated that she believes that there could be a misunderstanding with St. Louis County, regarding BSD’s internal controls. She noted that there is information readily available, and does not feel that there is a need for the creation of new reports. Discussion held regarding the request, process for responding, and proprietary information. It was noted that Jim Cali should draft a response with regard to the requested information; however, the response should go forward to Mr. Trakas from President and CEO Roach.

**23. Pension Plans, 401(k) Retirement Savings Program & OPEB Trust Investment Performance Update as of June 30, 2019**

**9:53 a.m.** A briefing paper was included in the Committee packet, to provide the Committee the Pension Plans, 401(k) Retirement Savings Program and OPEB Trust Investment Performance Update as of June 30, 2019. Charles Stewart, Executive Vice-President, Organizational Effectiveness, gave a brief overview of this issue, noting that the packet contains the semi-annual report for all pension plans. He noted gains for all plans. This item was presented for information only, and no action by the Committee is required.

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

**9:56 a.m.** A briefing paper was included in the Committee packet, to provide the Committee an update regarding the risk management insurance program. Kathy Brittin, Director Risk & Absence Management, gave a brief overview of this item, citing information from the PowerPoint presentation, which was included in the Committee packet, which provides an overview of the FY2020 Insurance Program. She noted that overall, the insurance program was renewed with comparable coverage terms and conditions. The overall premium increase of \$218,514 is primarily due to the increases in property rate and values and payroll exposure. This item was presented for information only, and no action by the Committee is required.

**25. Financial Statements**

**10:00 a.m.** Mark Vago, Senior Vice-President and Chief Financial Officer, provided an overview of the 2019 quarterly financial statements for the fourth quarter, period ending June 30, 2019, including performance indicators, for all Bi-State business divisions including: Executive Services, Gateway Arch Tram, Riverfront Attractions, St. Louis Downtown Airport, Metro Transit, St. Louis Regional Freightway, Bi-State Development Research Institute, and Arts in Transit. This item was presented for information only, and no action by the Committee is required.

**26. Treasurer's Report**

**10:06 a.m.** Tammy Fulbright, Senior Director of Financial Planning and Treasury, provided an overview of the Treasurer's Report for the Fourth Quarter, ended June 30, 2019, as provided in the Committee packet. Ms. Fulbright reviewed rates of return, Bi-State directed funds, and trustee directed funds, as contained in the Quarterly Summary, on page 3 of the report. This item was presented for information only, and no action by the Committee is required.

**27. Quarterly Procurement Report**

**10:08 a.m.** A memorandum was provided in the Committee packet, to provide a summary of the quarterly procurement activity for the fourth quarter of fiscal year 2019. Gregory Smith, Vice President – Purchasing, Materials Management, and Supplier Diversity, provided an overview of this report, highlighting the graphs contained in the Procurement Activity Report, and Non-Competitive Procurement Trend. It was noted that this information was presented for information only, and no action of the Committee is required.

**10:09 a.m.** Chair Holman noted that Agenda Items 28. through 31. contain status reports from the Internal Audit Department, submitted by Jim Cali, Chief Audit Executive, for information only. She asked if there were any questions for Mr. Cali regarding any of these reports. Being none, the Committee proceeded to Item 32.

**32. President/CEO Report**

**10:10 a.m.** Bi-State Development President/CEO Taulby Roach addressed the Committee, noting the following:

- He was very disappointed with the work slow-down that happened yesterday.

- He will be in attendance at the County Council meetings, every Tuesday night. He stated that security will continue to be a huge portion of the conversations; however, he indicated that we are continuing to move forward.

**33. Unscheduled Business**

**10:11 a.m.** There was no unscheduled business.

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

**10:11 a.m.** Myra Bennett, Manager of Board Administration, advised the Committee of the upcoming meetings, as follows:

- Board of Commissioners Meeting:	Friday	September 27, 2019	8:00 AM
- Operations Committee:	Tuesday	October 15, 2019	8:00 AM
- Audit, Finance & Administration:	Friday	October 18, 2019	8:00 AM

**35. Adjournment to Executive Session – If such action is approved by a majority vote of the Bi-State Development Agency’s Board of Commissioners who constitute a quorum, the Board may go into closed session to discuss legal, confidential, or privileged matters pursuant to Bi-State Development Board Policy Chapter 10, §10.080(D) Closed Records; Legal under §10.080(D)(1); Real Estate under §10.080(D)(2); Personnel under §10.080(D)(3); Health Proceedings under §10.080(D)(4); Employee Negotiations under §10.080(D)(5); Data Processing under §10.080(D)(6); Purchasing and Contracts under §10.080(D)(7); Proprietary Interest under §10.080(D)(8); Hotlines under §10.080(D)(9); Auditors under §10.080(D)(10); Security under §10.080(D)(11); Computers under §10.080(D)(12); Personal Access Codes under §10.080(D)(13); Personal Information under §10.080(D)(14); Insurance Information under §10.080(D)(15); Rail, Bus, or Facilities Safety and Accidents under §10.080(D)(16) or Protected By Law under §10.080(D)(17).**

**10:12 a.m.** Committee Chair Holman requested a motion to allow the Committee to move into closed session as permitted under Bi-State Development Board Policy, Chapter 10, Section 10.080, (D) (1) - Legal and (D) (10) – Audit.

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

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

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

**Motion passed unanimously, and the Committee moved into executive session at 10:12 a.m.**

**The Committee reconvened to the Regular Meeting at approximately 11:36 a.m.**

(Commissioner Holman left the meeting immediately following the adjournment of the Executive

Session, at approximately 11:35 a.m., and Commissioner Buehlhorn served as Chair for the remainder of the meeting. Commissioner Gully was delayed in returning to the meeting.)

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

Commissioner Cox made a motion to approve the Minutes from the May 14, 2019 Executive Session of the Operations Committee meeting, as presented. The motion was seconded by Commissioner Windmiller.

Constance Gully – Absent  
Vernal Brown – Yea  
Rose Windmiller – Yea  
Fred Pestello – Abstain

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

**Motion passed.**

Commissioner Cox made a motion to approve the Minutes from the May 31, 2019 Executive Session of the Audit, Finance, and Administration Committee meeting, as presented. The motion was seconded by Commissioner Brown.

Constance Gully – (temporarily not in attendance)  
Vernal Brown – Yea  
Rose Windmiller – Yea  
Fred Pestello – Yea

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

**Motion passed.**

Commissioner Simmons made a motion to approve the Draft Inter-Company Account Balances Audit Report, as presented. The motion was seconded by Commissioner Cox. (Commissioner Gully entered the meeting at approximately 11:38 a.m.)

Constance Gully – Abstain  
Vernal Brown – Yea  
Rose Windmiller – Yea  
Fred Pestello – Yea

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

**Motion passed.**

Commissioner Cox made a motion to approve the Draft Compliance & Fraud Helpline Audit Report, as presented. The motion was seconded by Commissioner Windmiller.

Constance Gully – Yea  
Vernal Brown – Yea

Michael S. Buehlhorn – Yea  
Derrick Cox – Yea

Rose Windmiller – Yea  
Fred Pestello – Yea

Irma Golliday – Yea  
Herbert Simmons – Yea

**Motion passed.**

Commissioner Simmons made a motion to approve the Draft Passenger Revenue Pass Unit Audit Report, as presented. The motion was seconded by Commissioner Windmiller.

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

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

**Motion passed.**

Chair Buehlhorn asked if there was any further business, being none, Commissioner Brown made a motion to adjourn the meeting. The motion was seconded by Commissioner Cox. Unanimous vote in favor taken. Motion passed, and the meeting was adjourned at approximately 11:40 a.m.

**Open Session Item**

**5**



**Bi-State Development  
Combined Operations Committee and  
Audit, Finance and Administration Committee  
Open Session Agenda Item  
October 18, 2019**

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

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**Objective:**

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

**Background:**

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

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

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

**Ambulatory Riders:**

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

**Wheel Chair or Lift Trip:**

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

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

**Committee Action Requested:**

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

**Attachments:**

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

**Funding Source:**

Not applicable

**Open Session Item 5**  
**Attachment**

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

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

WITNESSETH:

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

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

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

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

**ARTICLE I – TERM OF AGREEMENT**

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

**ARTICLE II – SCOPE OF WORK**

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

**ARTICLE III – COMPENSATION**

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

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

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

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

**For additional ambulatory riders:**

\$5.20 each additional rider or care giver

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

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

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

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

**ARTICLE IV-GENERAL TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

## **ARTICLE V – TERMINATION**

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

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

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

## **ARTICLE VI – NOTICE**

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

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

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

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

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

Exhibit A - SCOPE OF WORK

Exhibit B - VETERANS SERVICES RATE SHEET

**ARTICLE VII - AUTHORITY TO CONTRACT**

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

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

BI-STATE DEVELOPMENT AGENCY OF  
THE MISSOURI ILLINOIS  
METROPOLITAN DISTRICT

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

Taulby Roach, President and CEO

DATE:

SAINT LOUIS COUNTY, MISSOURI

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

Sam Page, County Executive

DATE:

ATTEST:

ATTEST:

\_\_\_\_\_  
Title

DATE:

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

DATE:

APPROVED:

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

DATE:

APPROVED AS TO LEGAL FORM:

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

DATE:

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

APPROVED:

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

DATE:



# Scope of Work

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

## **A. General Requirements**

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

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

### **A2. Service Parameters**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **A.6 Vehicles**

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

## **A.7 ADA Compliance**

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

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

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

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

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

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

## **A.10 Reporting**

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

# **B. Method of Performance**

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

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

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

## **B.2 Confidentiality**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **B.6 Vehicle Maintenance**

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

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

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

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

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

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

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

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

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

**B.7 Insurance Requirements**

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

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

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

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

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

# Appendix

## Veteran's Services - Transportation Authorization

Transportation Management Association

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

Fax completed referral to: Reginald Wayne or Roi Williams

NEW ( ) RECURRING APPT ( ) CHANGE ( )

### CLIENT INFORMATION

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

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

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

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

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

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

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

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

#### Trip Times

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

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

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

**Additional Comments:**

**OFFICE OF VETERANS AFFAIRS INFORMATION:**

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

**MILITARY INFORMATION:**

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

**TRANSPORTATION INFORMATION:**



Doctor	Clinic	Address	Phone

Previous transportation utilized by:

Health Concerns or additional information we should know about?

**CVP USE ONLY**

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

## Exhibit B

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



**Bi-State Development  
Combined Operations Committee and  
Audit, Finance and Administration Committee  
Open Session Agenda Item  
October 18, 2019**

---

**From:** Jessica Mefford-Miller, Executive Director - Metro Transit  
**Subject:** **Parkway Interlocking / Richmond Heights Turnout Design Services**  
**Disposition:** Approval  
**Presentation:** Christopher Poehler, Asst. Exec. Director Engineering Systems  
Gregory Smith, Vice President - Procurement & Inventory Management

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**Objective:**

To present to the Operations Committee, for discussion and referral to the Board of Commissioners for approval, a request to enter into a contract with STV Inc. dba STV Engineers, Inc. to provide Parkway Interlocking / Richmond Heights Turnout Design Services.

**Background:**

Bi-State Development / Metro has determined that the construction of an additional power crossover and turnout is necessary to achieve reliable levels of service during the future rehabilitation of Skinker Tunnel and Big Bend Tunnel. The additional power crossover will be added to the existing single crossover Parkway Interlocking, located west of the Forest Park – DeBaliviere Passenger Station, near Cross County. The new Richmond Heights Turnout will be located adjacent to the existing Richmond Heights Passenger Station, near Cross County. The turnout will consist of roughly 300 feet of unelectrified storage track, and will allow for the storage of work trains and equipment during revenue service near the respective tunnels.

On August 7, 2019, Bi-State Development (**BSD**) issued solicitation 20-RFP-106367-DR – Parkway Interlocking / Richmond Heights Turnout Design Services to obtain proposals from qualified firms to provide architectural and engineering (**A&E**) services.

**Analysis:**

In response to the solicitation, three (3) technical proposals were received, reviewed, and forwarded to the evaluation team, which consisted of individuals within BSD Engineering and Maintenance of Way. The Procurement of an A&E firm is based on the Brooks Method, as defined in 40 U.S.C. 541, Brooks Act.

The Brooks Act requires that:

- a. Qualifications be evaluated.
- b. Price be excluded as an evaluation factor.
- c. Negotiations be conducted with only the most qualified offeror.
- d. Failing agreement of price, negotiations with the next most qualified offeror be conducted until contract award be made to the most qualified offeror whose price is fair and reasonable.

The proposals were evaluated and scored in accordance with the following evaluation requirements, specified in the solicitation package:

- Firm's Understanding of the Project
- Firm's Experience
- Technical Competence/Availability of Key Personnel

On September 13, 2019, a consensus meeting was conducted with the evaluation team. The table below indicates the consensus technical scores.

<b>Firm</b>	<b>Consensus Technical Score</b>
STV INC.	395
HNTB CORPORATION	375
GANNETT FLEMMING	344

On September 17, 2019, a cost proposal was requested from the highest ranked firm, STV Inc., which was received on September 20, 2019, for BSD review and/or negotiations. A final project cost will be identified by the Board of Commissioners meeting.

**Committee Action Requested:**

Management recommends that the Operations Committee approve, and forward to the Board of Commissioners for approval, a request to authorize the President and CEO to enter into a contract with STV Inc., dba STV Engineers, Inc., to provide the Parkway Interlocking / Richmond Heights Turnout Design Services.

**Funding Source:**

This project is supported by FTA grant MO-2019-029 with matching local Prop M funds. The federal funds are section 5307 formula funds.



**Bi-State Development  
Combined Operations Committee and  
Audit, Finance and Administration Committee  
Open Agenda Item  
October 18, 2019**

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

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**Objective:**

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

**Background:**

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

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

**Analysis:**

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

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

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

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

**Committee Action Requested:**

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

**Funding Source:**

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



**Open Session Item**

**8**

**Bi-State Development  
Combined Operations Committee and  
Audit, Finance and Administration Committee  
Open Agenda Item  
October 18, 2019**

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**From:** Mary C. Lamie, Executive Vice President – Multi Modal Enterprises  
**Subject:** **Airport Terminal Repair / Replacement**  
**Disposition:** Approval  
**Presentation:** Mary C. Lamie, Executive Vice President – Multi Modal Enterprises and Erick A. Dahl, St. Louis Downtown Airport Director

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**Objective:**

To present to the Operations Committee, for approval and referral to the Board of Commissioners for approval, a request for an internal loan, in an amount not to exceed \$850,000, from Bi-State Development (**BSD**) to the St. Louis Downtown Airport (**Airport**) for the repair or replacement of the Airport Terminal.

**Background:**

The St. Louis Downtown Airport Terminal Building (**Terminal**) was constructed in 1982, as the sole location for Fixed Based Operations (**FBO**) Services (such as fueling, maintenance, pilot lounge, weather, etc.) at the Airport, and is currently leased by Jet Aviation (**Jet**), sister company of Gulfstream Aerospace (**Gulfstream**). Since the Terminal's inception, it has also hosted an Airport restaurant, Airport maintenance service garage, and space for the FBO operation. Over the years, the Terminal has been retrofitted and modernized, so that the internal room arrangement no longer has the same floorplan or the same uses.

Throughout the modifications or retrofits, the Terminal has had consistent ceiling and wall water leaks. The leakage is attributed to several factors that include faulty windows, porous plaster siding, and/or exposed wood under the eaves. Improvements to repair the leakage have included crack and roof repair, structural changes, and caulking. Past repairs have provided temporary relief but have been unsuccessful in correcting the problems beyond a few years. The leakage has resulted in damage to walls, damage to ceiling tiles, and flooring problems, and it is imperative that the leak issues be properly addressed, in order to maintain the building and prevent additional safety issues.

**Analysis:**

In 2018, BSD contracted with Jacobs Engineering to conduct an evaluation of the Airport Terminal. Jacobs estimated that the proper repair of the building may cost up to \$850,000; however, the amount contained unknown conditions which Jacobs felt warranted, including high contingency amounts. The building continues to degrade with each rain event, causing more leaks, more visible water stains, and requiring additional maintenance to replace ceiling tiles, etc. A benefit cost analysis by Jacobs has indicated a permanent solution versus intermittent repairs would be more cost effective.

The desired approach for repair is to conduct a Request for Proposals (**RFP**) from engineering/construction firms to enter into a Design/Build contract for the total repair of the Terminal. If during the building assessment, which will require portions of the roof and siding to be removed, it is determined a total replacement is more economical, the repair contract would be terminated and a new option would be developed. When compared to a traditional Design – Bid – Build project delivery method, the Design/Build contract will ensure one firm is responsible for the repair, thereby reducing the agency's liability. Additionally, the project schedule will be reduced and engineering costs will be reduced, by avoiding a separate study to evaluate the building for repair or replacement.

**Committee Action Requested:**

Management recommends that the Operations Committee approve, and forward to the Board of Commissioners for approval, an intercompany loan between the Airport and BSD, to cover the repair cost or replacement of the Airport Terminal.

**Funding Source:**

Up to \$850,000 will come from BSD Executive Services, which shall be offset by an increase in the Fuel Flow Fee of \$0.05 to \$0.15 from \$0.10. In addition to this increased fee, an additional Terminal Facility Fee shall be assessed, which will be \$10.00 for all aircraft using the East Apron at the Airport Terminal. It is anticipated that the increased fees will generate an additional \$80,000 in fuel flow fees and \$28,000 in Airport Terminal Facility Fee. The Airport has not increased the fuel flow fee for five years, and the FBO believes that increasing the fee as described above is not expected to cause the Airport to be less competitive than other Airports in the region. If economic conditions continue, the project will be paid off within 10 years; however, the Airport and the FBO shall monitor fuel flow fees, total fuel flow, and Operations and suggest any possible decrease in the future as needed in order to meet market demands, which may extend the payback period.

**Open Session Item**

**9**

**Bi-State Development  
Combined Operations Committee and  
Audit, Finance and Administration Committee  
Open Session Agenda Item  
October 18, 2019**

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

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**Objective:**

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

**Background:**

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

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

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

**Analysis**

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

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

**Committee Action Requested:**

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

**Funding Source:**

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

**Exhibits:**

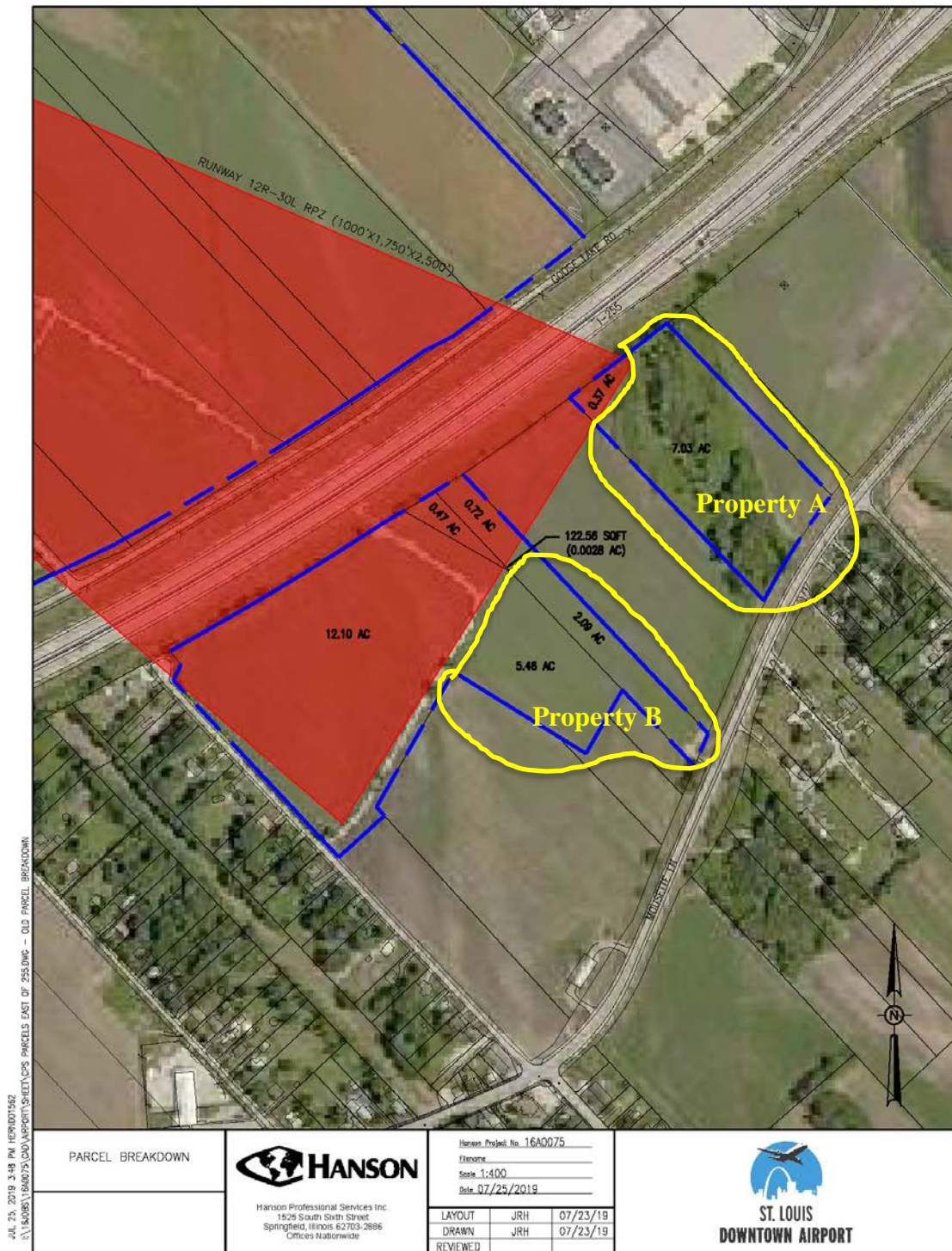
Exhibit One: Property Map, I-255 area With Property A and Property B, noted

Exhibit Two: Excess Property Sheets – Property A

Exhibit Three: Excess Property Sheets - Property B

**Exhibit 1**

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





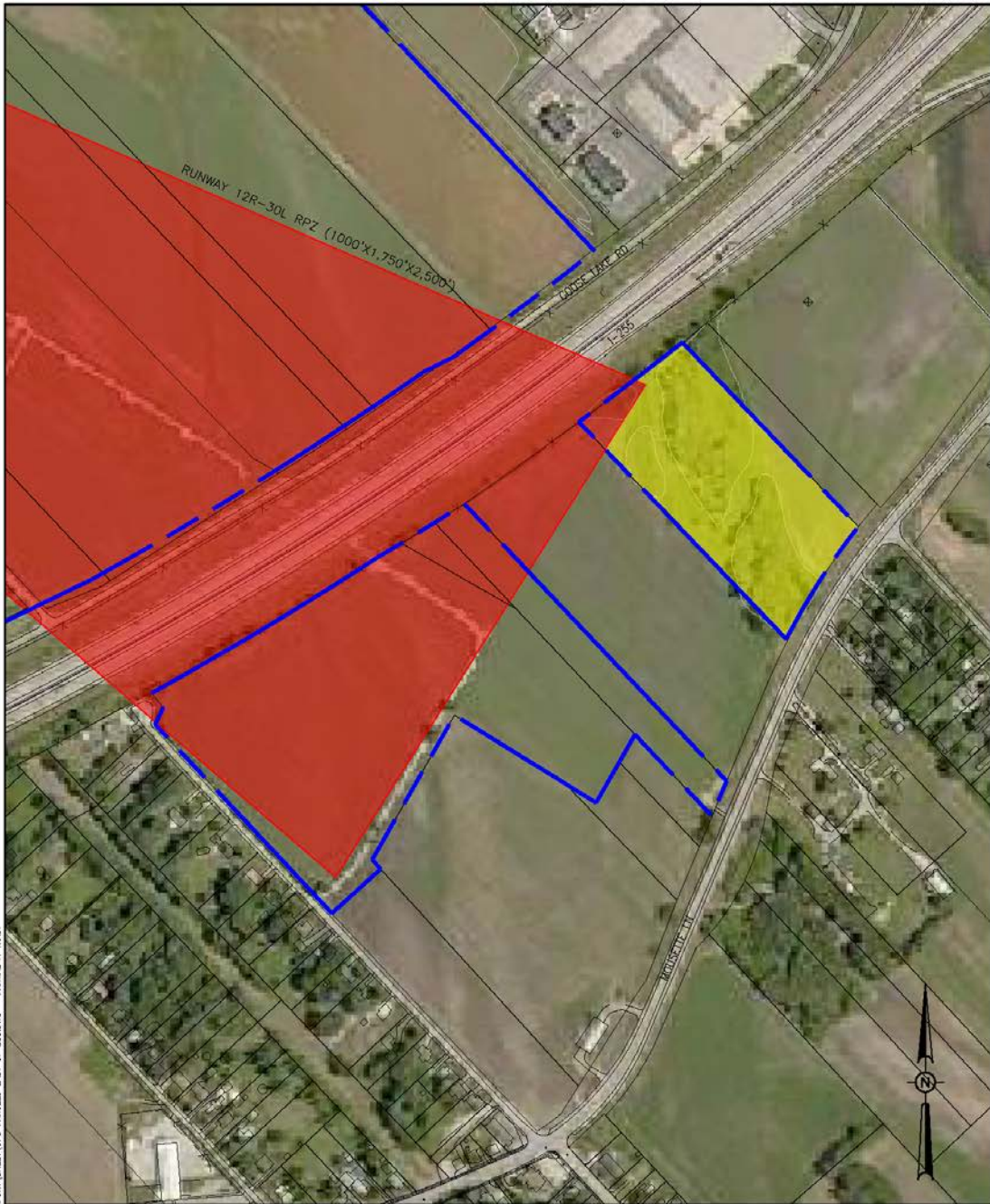
**Exhibit 2**

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

County Parcel Number

07060400033

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



JUL 24, 2019 2:42 PM HPB001582  
 C:\USERS\160075\LOCAL APPR\1582\PCS PARCELS EAST OF 255.DWG - PARTIAL R TRACT

PARTIAL R TRACT
AREA OUTSIDE RPZ = 7.03 AC
AREA INSIDE RPZ = 0.37 AC

 <p>Hanson Professional Services Inc.          1525 South Sixth Street          Springfield, Illinois 62703-2886          Offices Nationwide</p>	Hanson Project No. 16A0075	
	Filename _____	
	Scale 1:400	
	Date 07/24/2019	
	LAYOUT	JRH 07/23/19
	DRAWN	JRH 07/23/19
	REVIEWED	



**ST. LOUIS  
DOWNTOWN AIRPORT**



**Exhibit 3**

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

County Parcel Number

07060300043

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

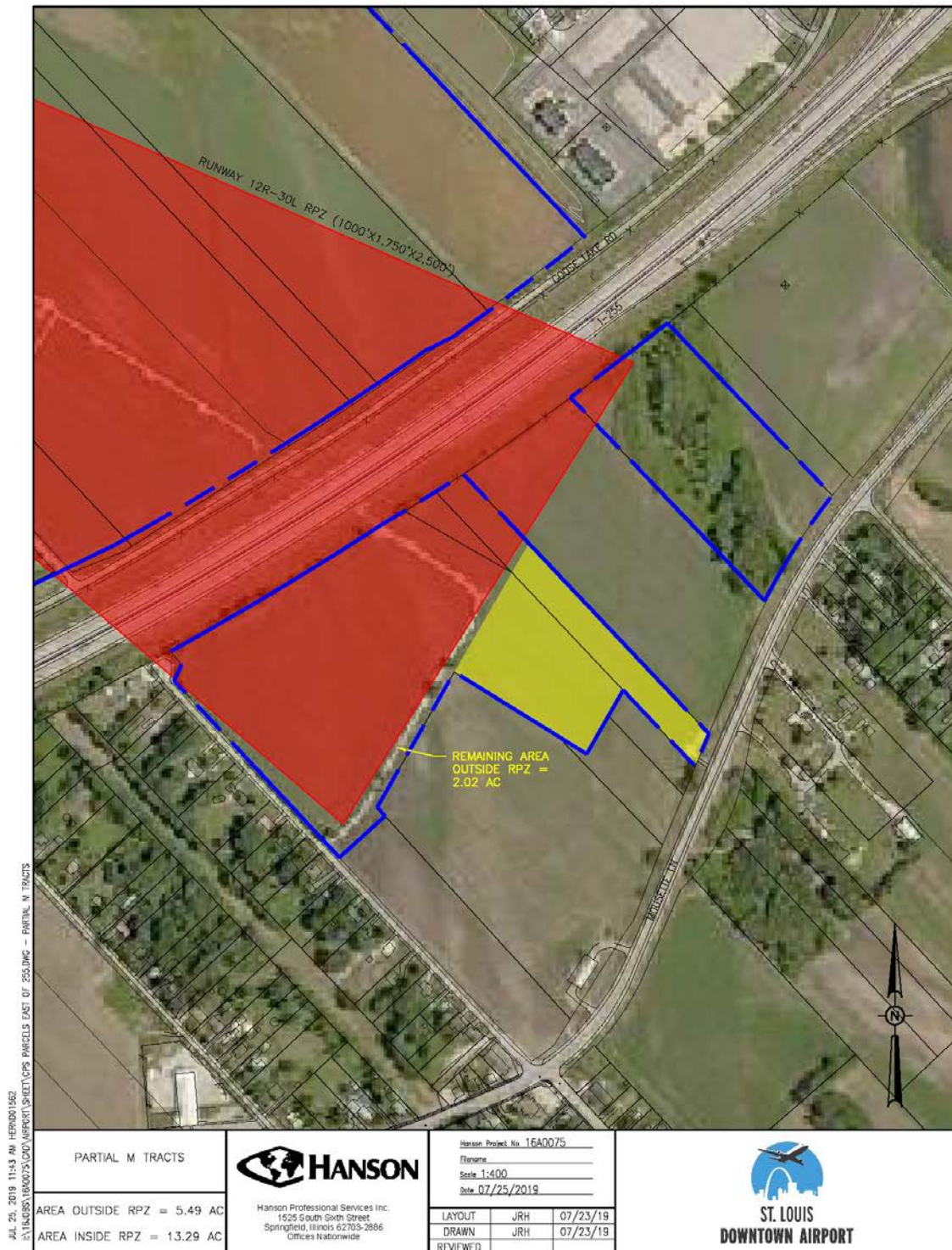
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County Parcel Number

07060300045

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









**Open Session Item**

**10**

**Bi-State Development  
Combined Operations Committee and  
Audit, Finance and Administration Committee  
Open Session Agenda Item  
October 18, 2019**

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<b>From:</b>	John Langa, Vice President, Economic Development
<b>Subject:</b>	<b>2019 Annual Surplus Property Holdings</b>
<b>Disposition:</b>	Approval
<b>Presentation:</b>	John Langa, Vice President, Economic Development; Jeff Braun, Director, Real Estate

---

**Objective:**

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

**Background:**

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

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

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

**Analysis**

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

**Committee Action Requested:**

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

**Funding Source:**

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

**Attachments:**

Table 1. 2019 Annual Excess Property Holdings

Exhibit A. 2019 Annual Excess Property Holdings

**Open Session Item 10**

**Table 1**

Table 1. 2019 Annual Surplus Property Holdings.

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

Illinois properties

MO properties

Illinois property

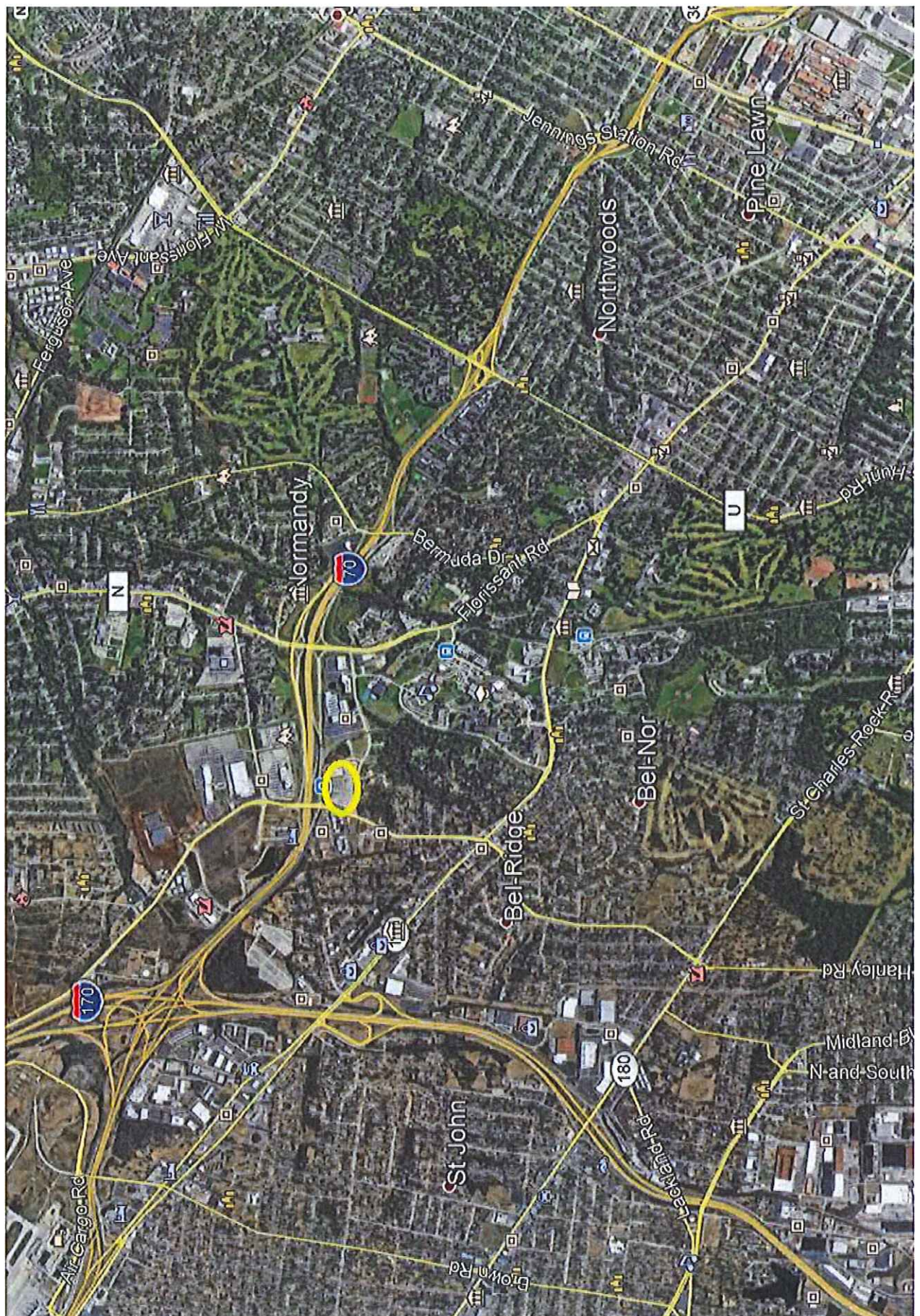
**Open Session Item 10**

**Exhibit A**

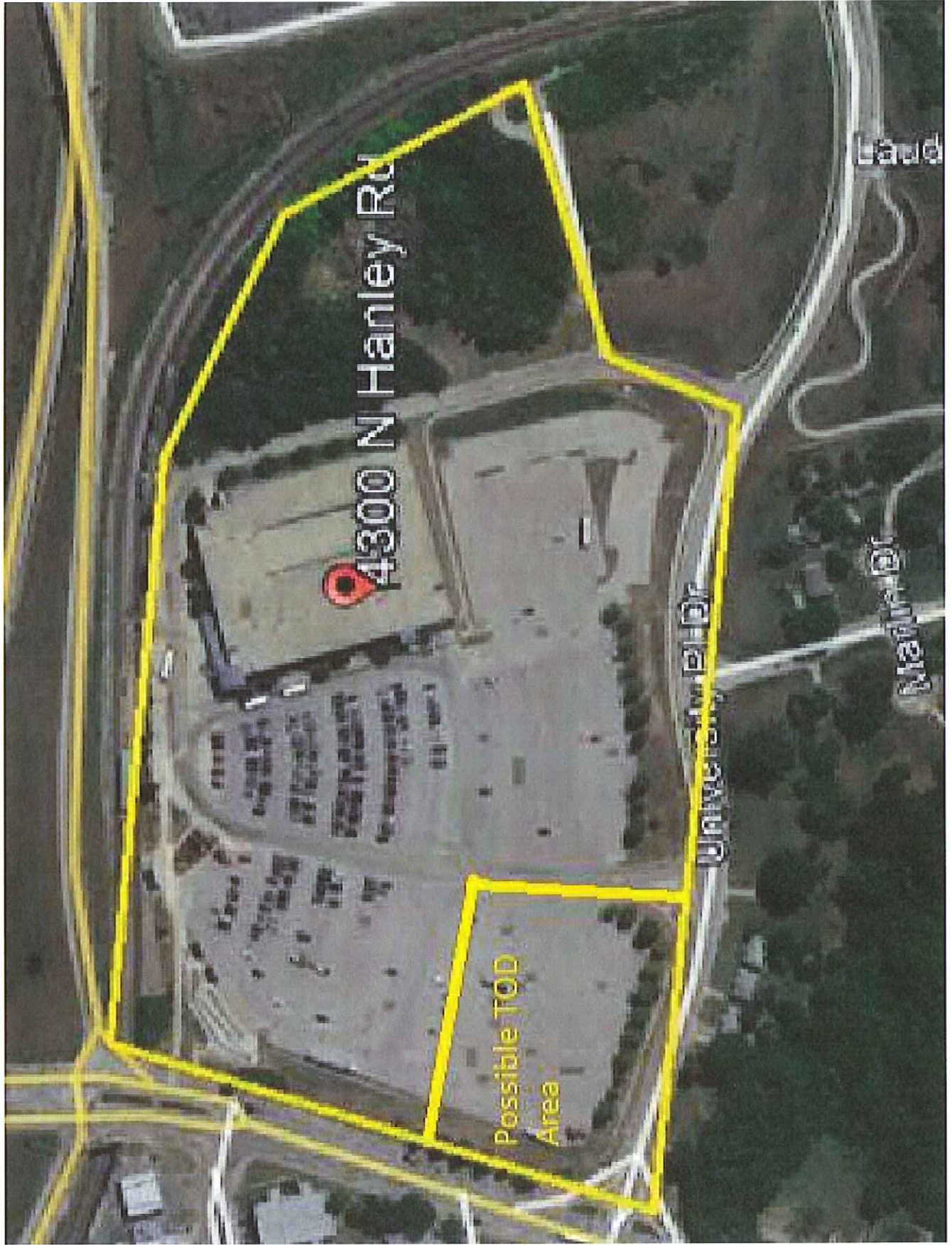
# EXHIBIT A

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



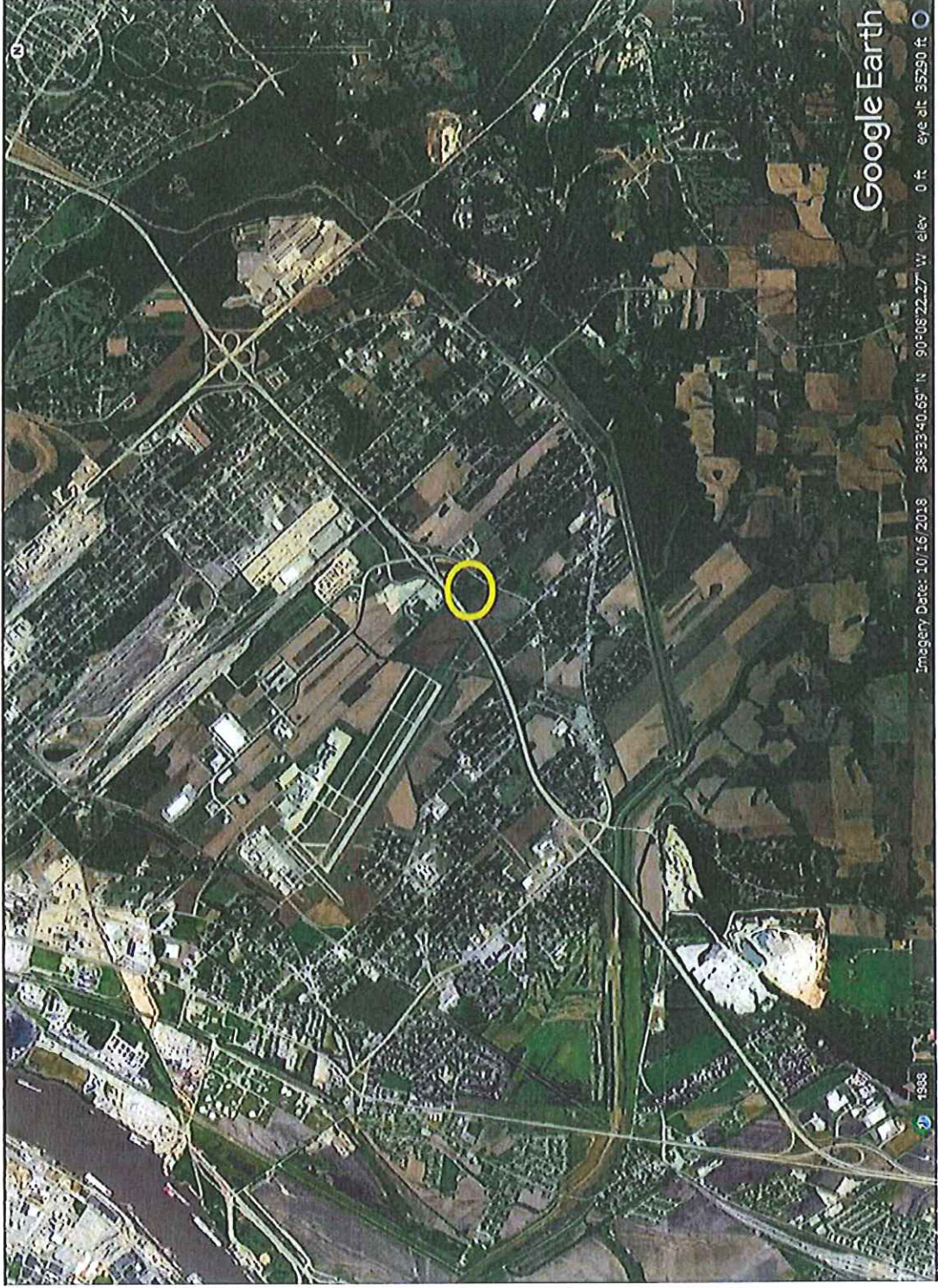






County Parcel Number	07060400033
Type of Interest	Fee Simple
Address	Mousette Ln, Cahokia, IL (Entirety of site is located in the Village of Sauget)
Location	East side of I-255 along Mousette Ln
Parcel Size	7.40 Acres (0.37 Acres RPZ; Market: 7.03 Acres; Keep: 0.37 Acres)
Acquisition Cost	Part of Tract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



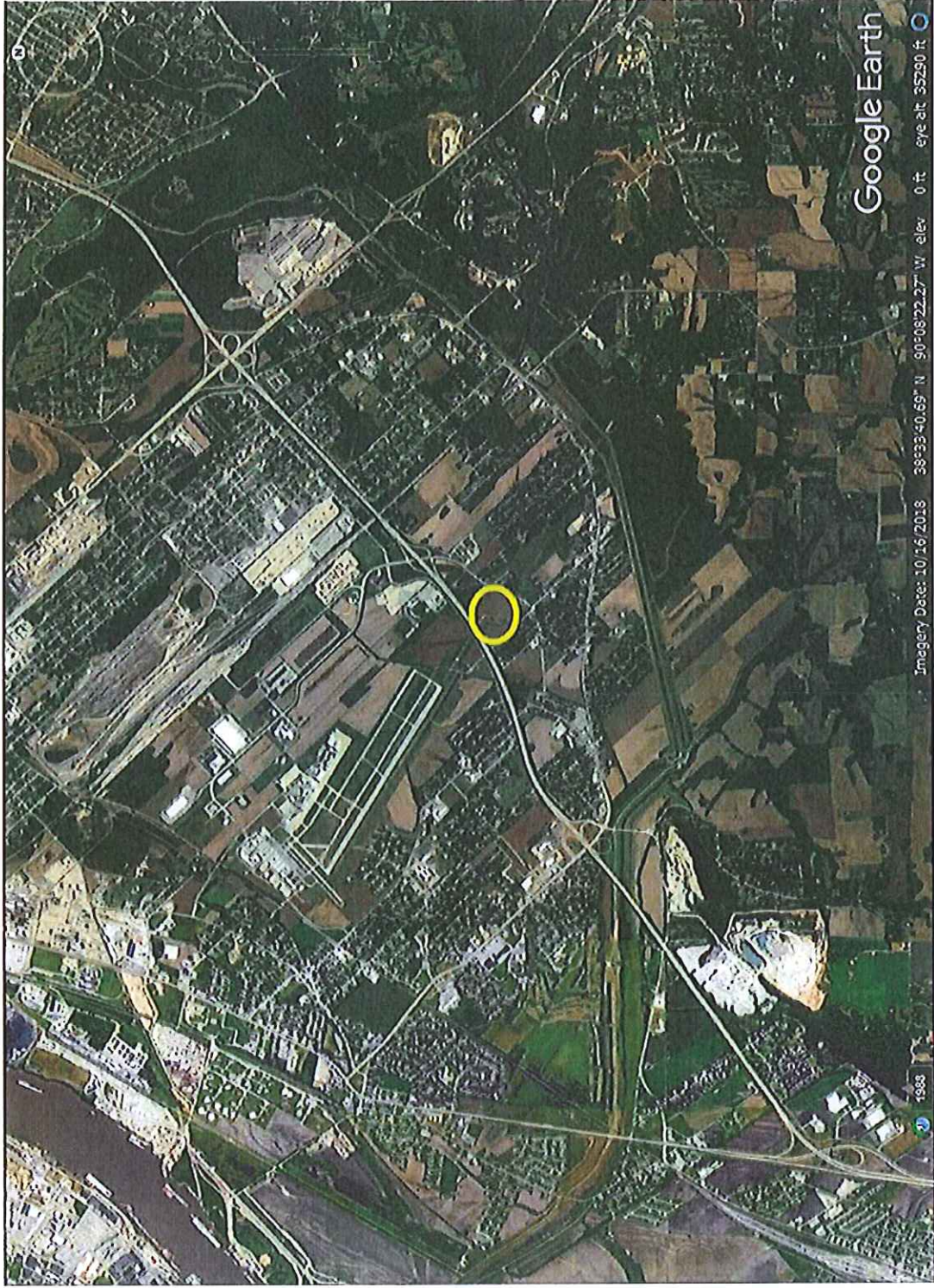








County Parcel Number	07060300043
Type of Interest	Fee Simple
Address	Mousette Ln, Cahokia, IL
Location	East side of I-255 along Mousette Ln
Parcel Size	2.81 Acres (0.72 Acres RPZ; Market: 2.03 Acres; Keep: 0.79 Acres)
Acquisition Cost	Part of Tract M-3 on the Airports Exhibit A Property Map. Purchased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



Google Earth

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

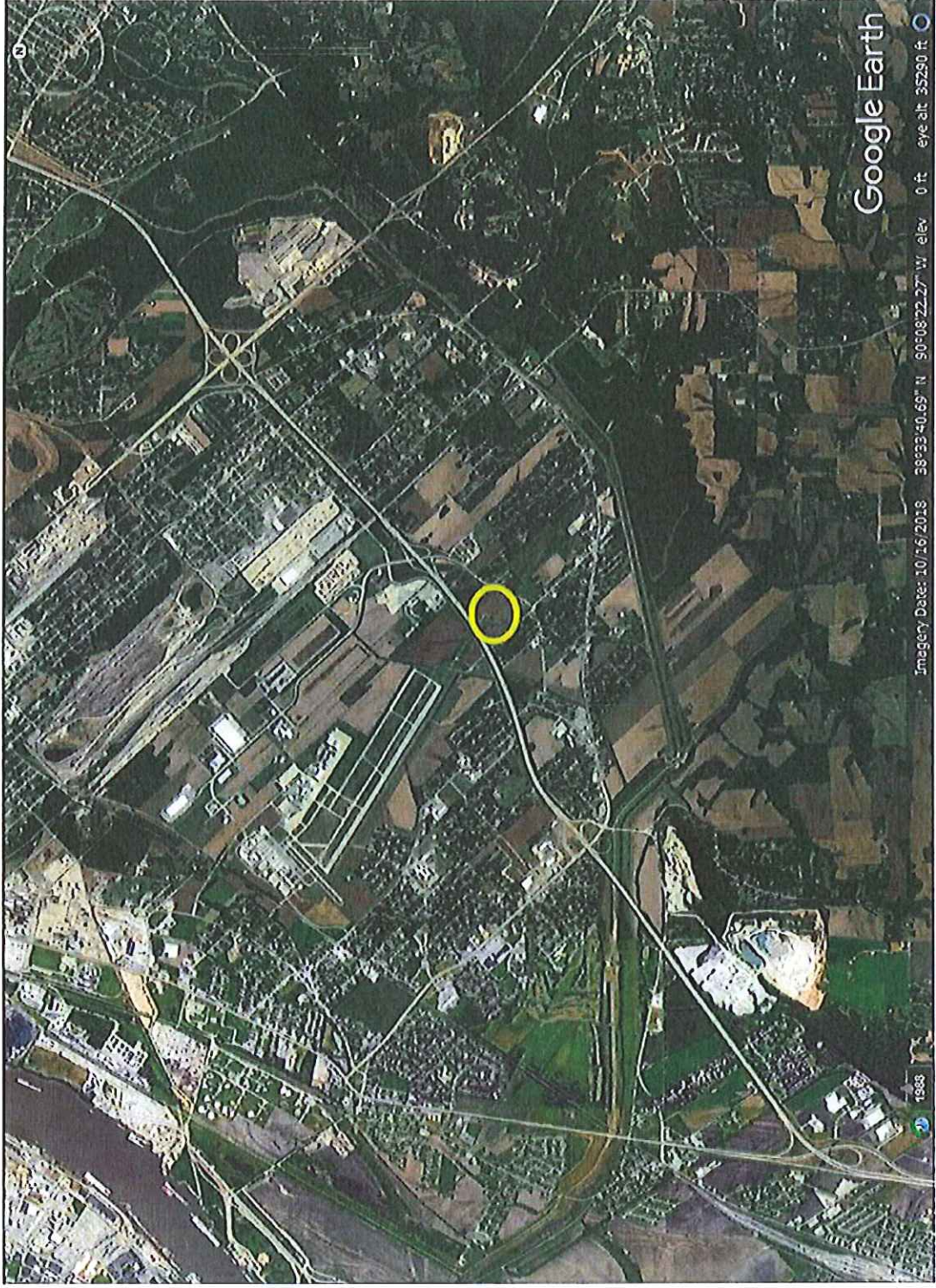
1983







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











**Bi-State Development  
Combined Operations Committee and  
Audit, Finance and Administration Committee  
Open Session Agenda Item  
October 18, 2019**

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<b>From:</b>	John Langa, Vice President, Economic Development
<b>Subject:</b>	<b>North Hanley MetroLink Station Development Proposal</b>
<b>Disposition:</b>	Approval
<b>Presentation:</b>	John Langa, Vice President Economic Development; Jeff Braun, Director, Real Estate

---

**Objective:**

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

**Background:**

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

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

**Analysis:**

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

**Committee Action Requested:**

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

**Funding Source:**

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

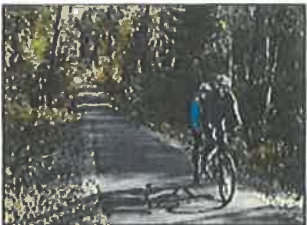
**Exhibits:**

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

**Open Session Item 11**

**Exhibit A**





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

# University Crossing

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

Submitted to:



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

Submitted by:

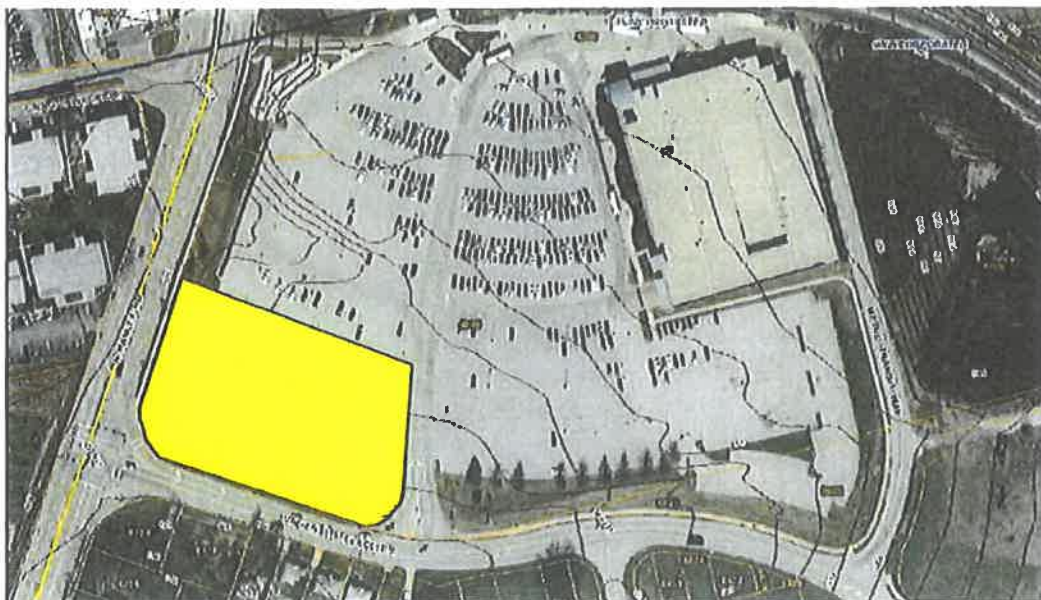


January 18, 2019

Exhibit A—Site Location



Proposed Development Site



## Exhibit B--Preliminary Architectural/Site Plan



Option 1



Option 2

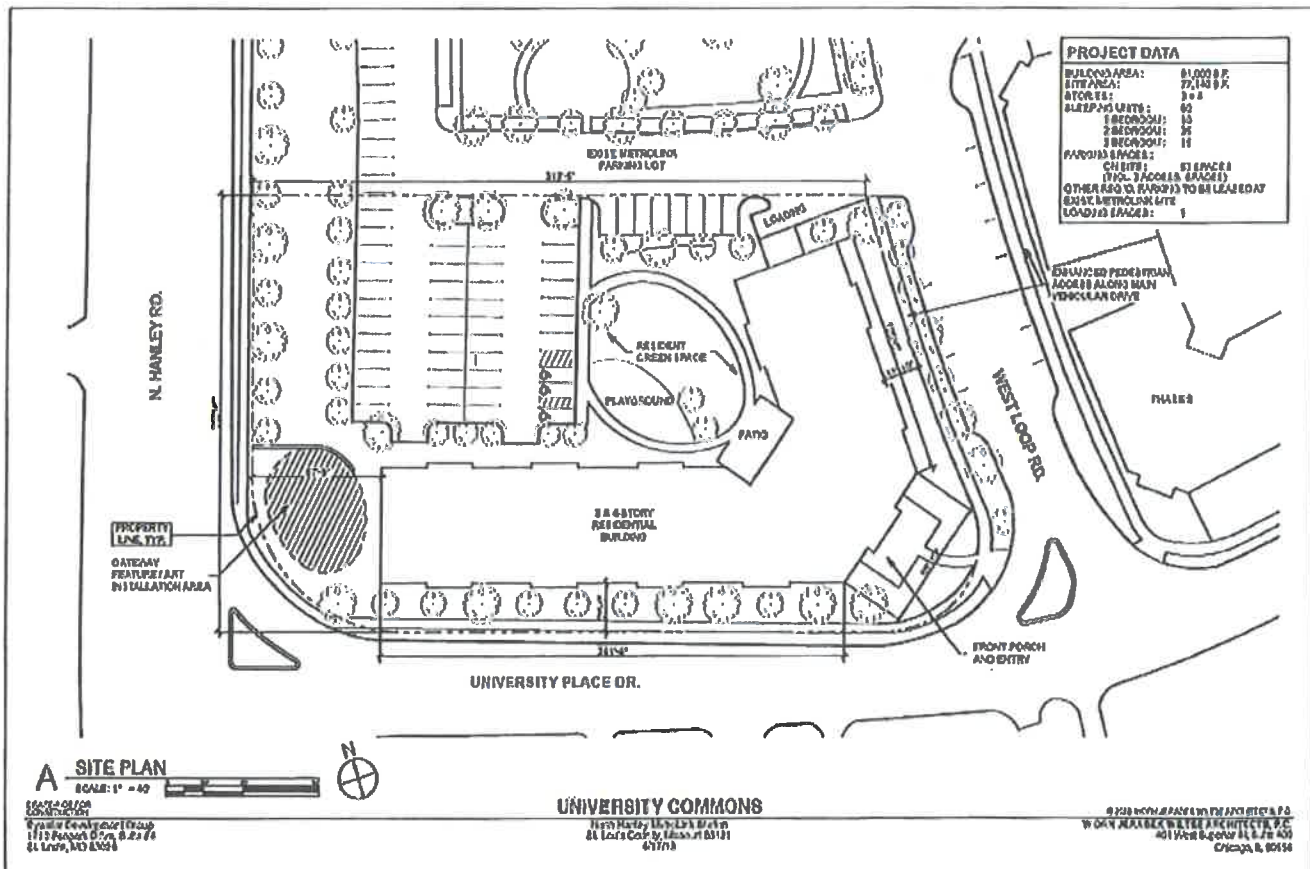


Option 3



## Exhibit B--Preliminary Architectural/Site Plan Continued

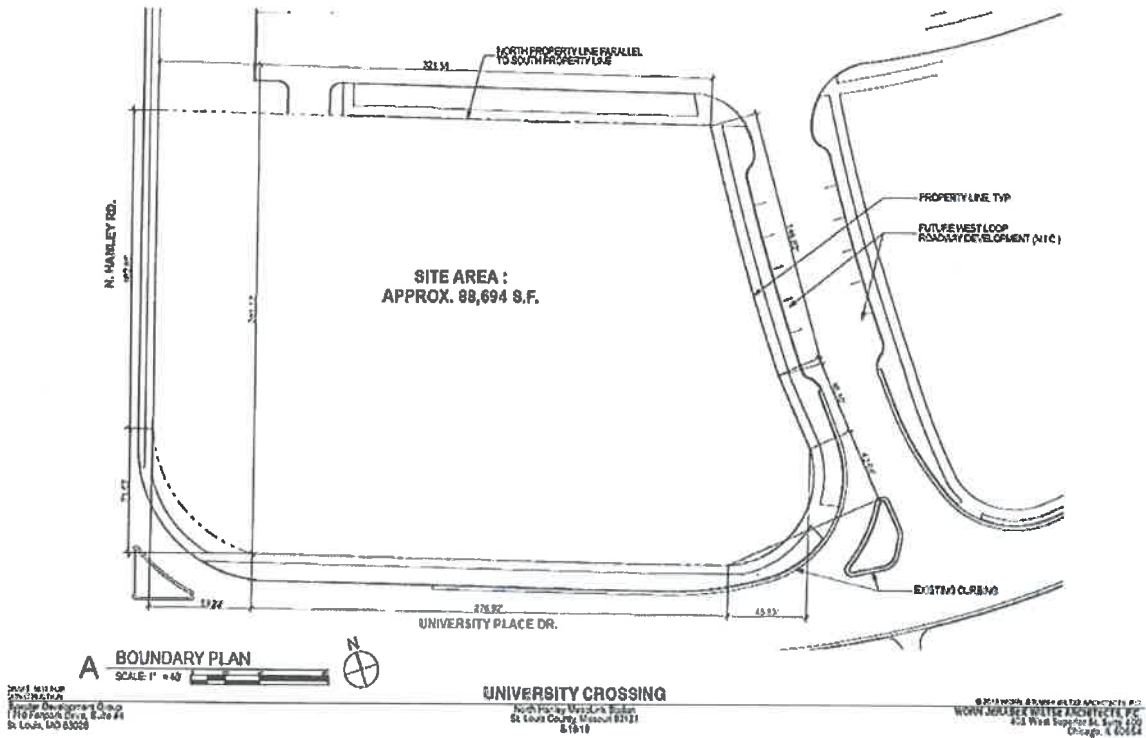
### Preliminary Site Plan



## Exhibit C—Conceptual Future Phasing Plan

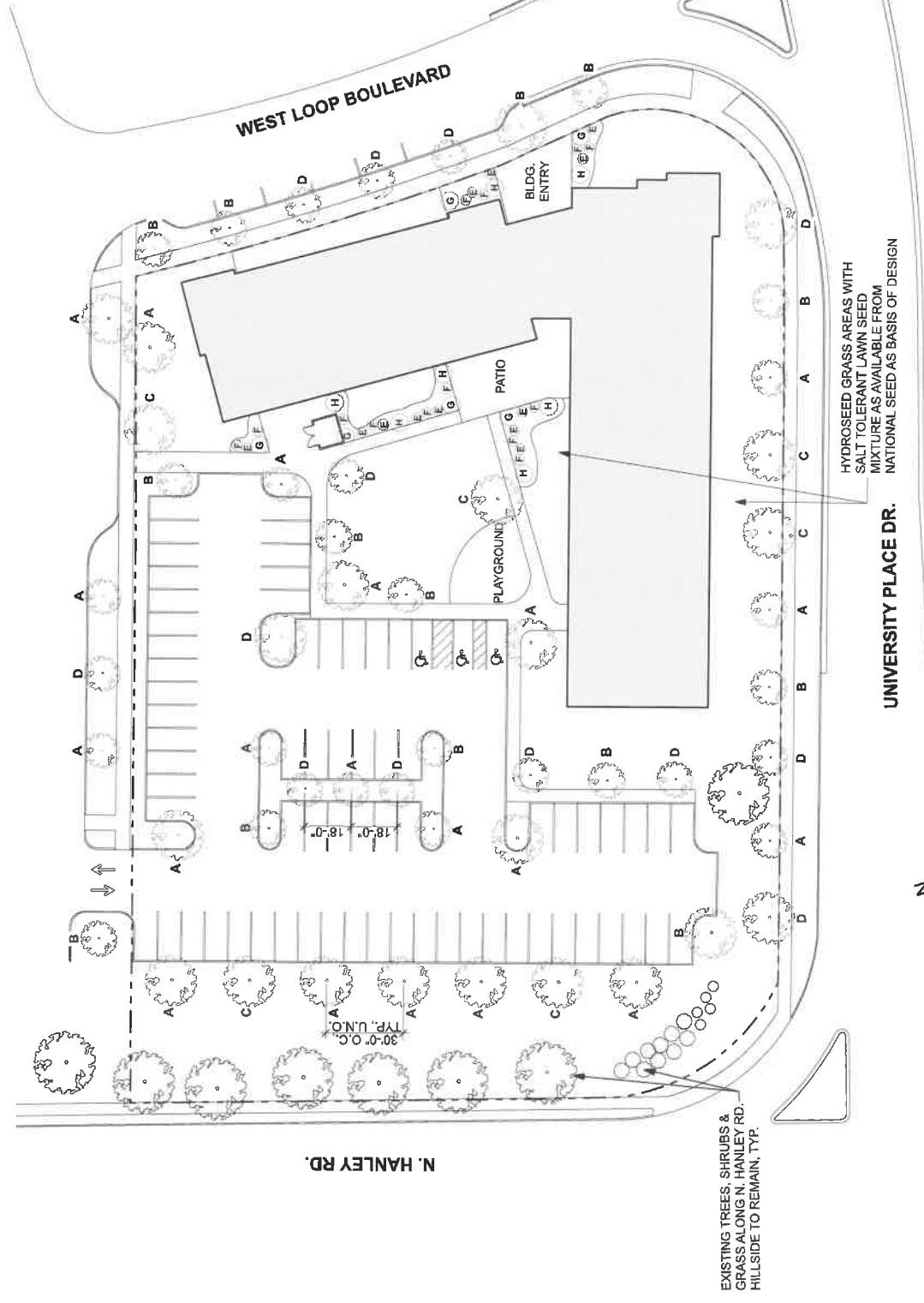


REVISED 8/19/2019





LANDSCAPE KEY		
	EXIST. TREES & SHRUBS TO REMAIN	
	PROPOSED TREE	
	PROPOSED SHRUB	
TREE LEGEND		
QTY.	KEY	NAME
20	A	MARMO FREEMAN MAPLE
14	B	ACER FREEMANII 'WARMO'
6	C	SKYLINE HONEYLOCUST
13	D	GLADSTON TRICANTHOS SKYLINE
		SWAMP WHITE OAK
		QUERCUS BICOLOR
		REDMOND AMERICAN LINDEN
		TILIA AMERICANA 'REDMOND'
SHRUB LEGEND		
QTY.	KEY	NAME
12	E	LITTLE HENRY VIRGINIA SWEETSPIRE
13	F	ITEA VIRGINICA SPRIGHT
5	G	MACK ORANGE
7	H	PHILADELPHUS MINIATURE SNOWFLAKE
		BLUE MUFFIN VIBURNUM
		VIBURNUM DENTATUM 'CHRISTOM'
		GOLD LACE JUNIPER
		JUNIPERUS CHINENSIS 'GOLD LACE'



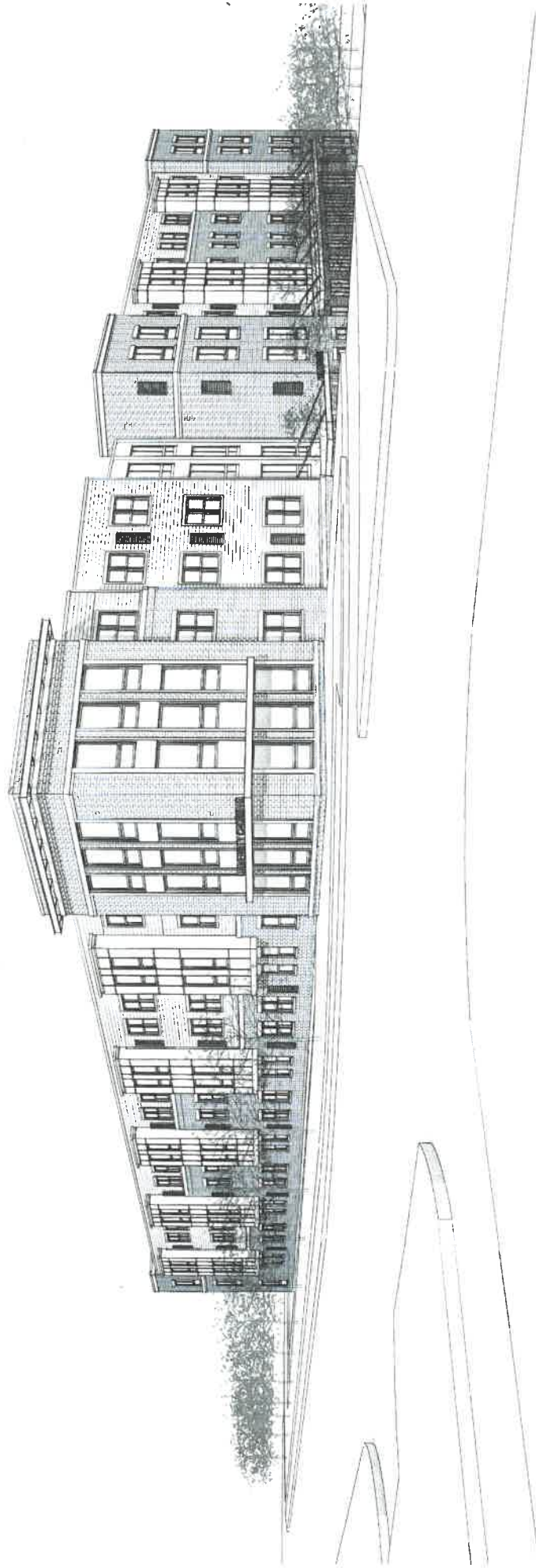
**A** LANDSCAPE PLAN  
SCALE: 1" = 40'

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

## UNIVERSITY CROSSING

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





SOUTHEAST CORNER PERSPECTIVE

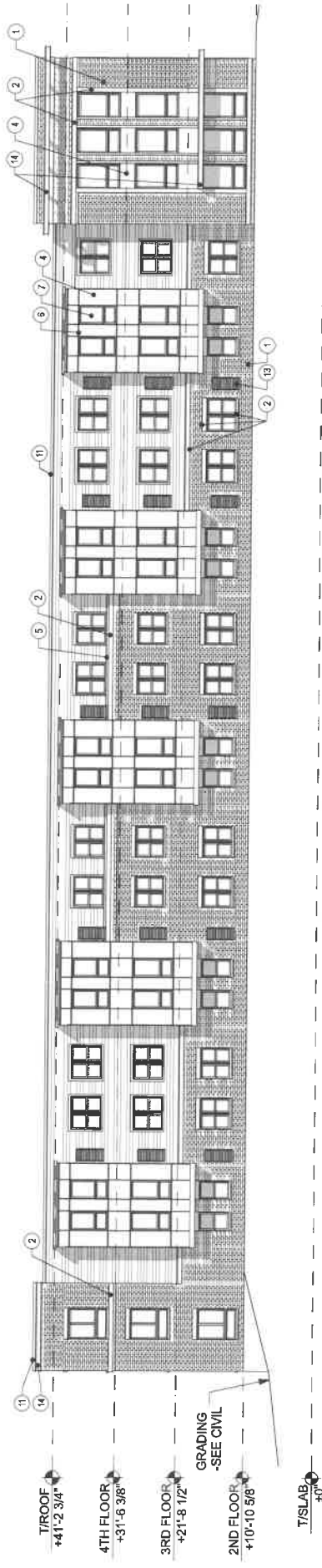
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## UNIVERSITY CROSSING

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9/20/19

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



**A** SOUTH WING - SOUTH ELEVATION

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



**B** SOUTH WING - EAST ELEVATION

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

#### ELEVATION MATERIAL KEY

- 1 - FACE BRICK - 3 5/8"(H) x 3 5/8"(D) x 11 5/8"(L) - MANUF., COLOR & TEXTURE BY ARCHITECT
- 2 - CAST STONE SILL/HEAD/TRIM BAND - SMOOTH FINISH
- 3 - JAMES HARDIE "HARDIEPLANK" FIBER CEMENT LAP SIDING, SMOOTH FINISH COLORPLUS, 4" EXPOSURE

- 4 - JAMES HARDIE "HARDIEPANEL" FIBER CEMENT PANEL SIDING, SMOOTH FINISH
- 5 - FIBER CEMENT TRIM BOARD - SMOOTH FINISH
- 6 - ALUMINUM HORIZONTAL REVEAL TRIM - COLOR MATCH TO HARDIE PANEL COLOR
- 7 - PRE-FINISHED VINYL WINDOW UNIT

- 8 - PRE-FINISHED ALUMINUM STOREFRONT GLASS WINDOW
- 9 - PRE-FINISHED ALUMINUM STOREFRONT GLASS DOOR W/ SIDELIGHT AND TRANSOM
- 10 - INSUL - STEEL ENTRY DOOR - SEE DOOR SCHEDULE
- 11 - PRE-FINISHED ALUMINUM PARAPET COPING

- 13 - PRE-FINISHED VERTICAL HVAC GRILL-COLOR TO MATCH SIDING/BRICK COLOR
- 14 - PAINTED STEEL CHANNEL TRIM

DRAFT-NOT FOR  
CONSTRUCTION

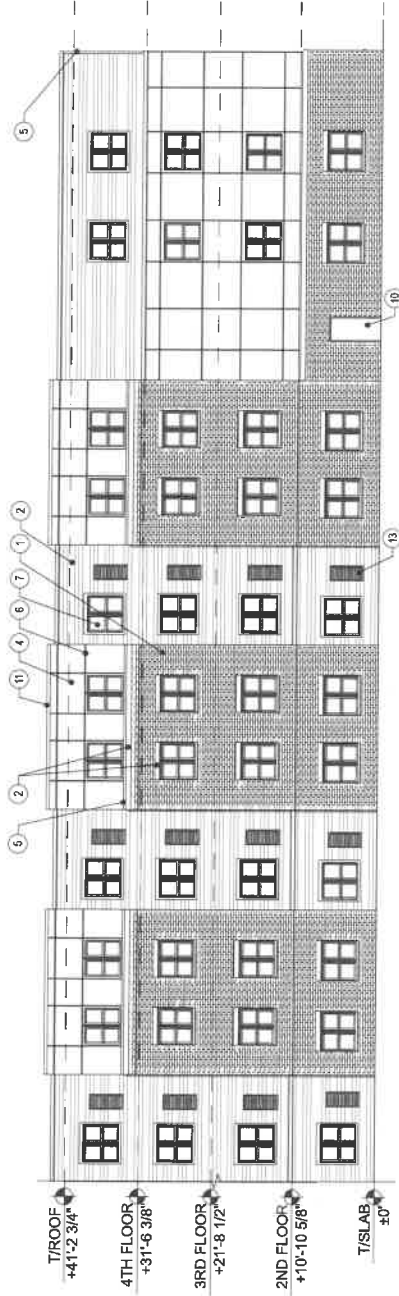
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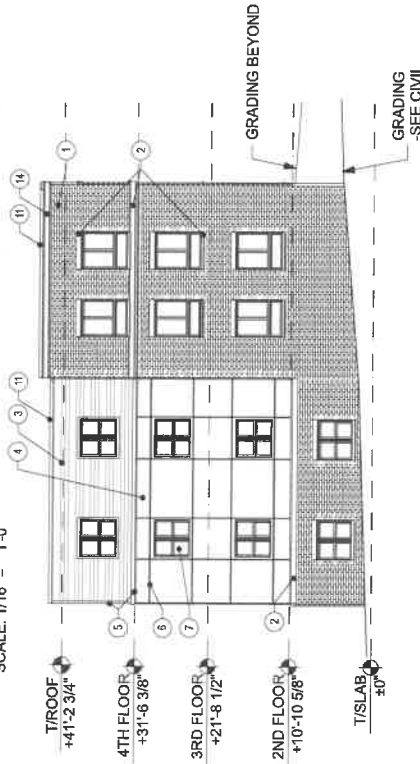
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Chicago, IL 60654

**A4.1**



**A** SOUTH WING - NORTH ELEVATION

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



**B** SOUTH WING - WEST ELEVATION

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

**ELEVATION MATERIAL KEY**

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- 11 - PRE-FINISHED ALUMINUM PARAPET COPING
- 13 - PRE-FINISHED VERTICAL HVAC GRILL-COLOR TO MATCH SIDING/BRICK COLOR
- 14 - PAINTED STEEL CHANNEL TRIM

**A4.2**

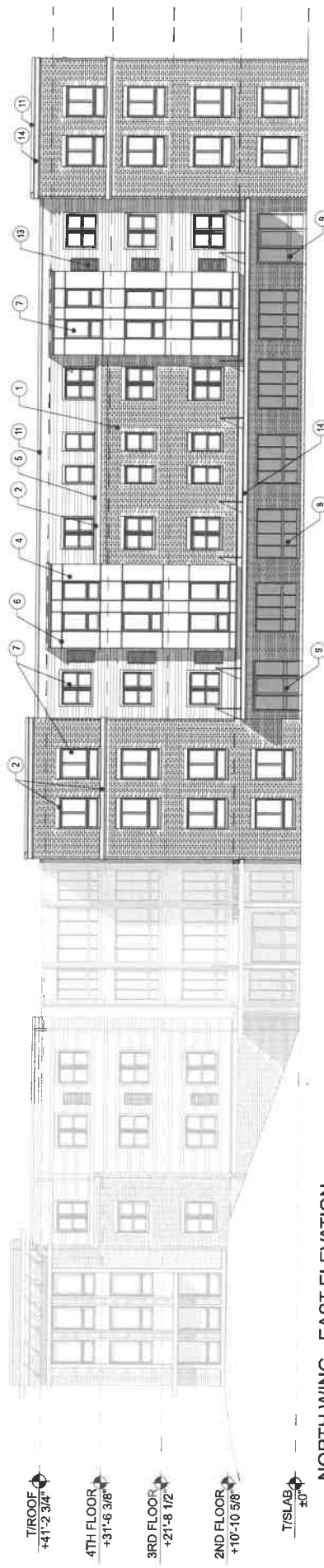
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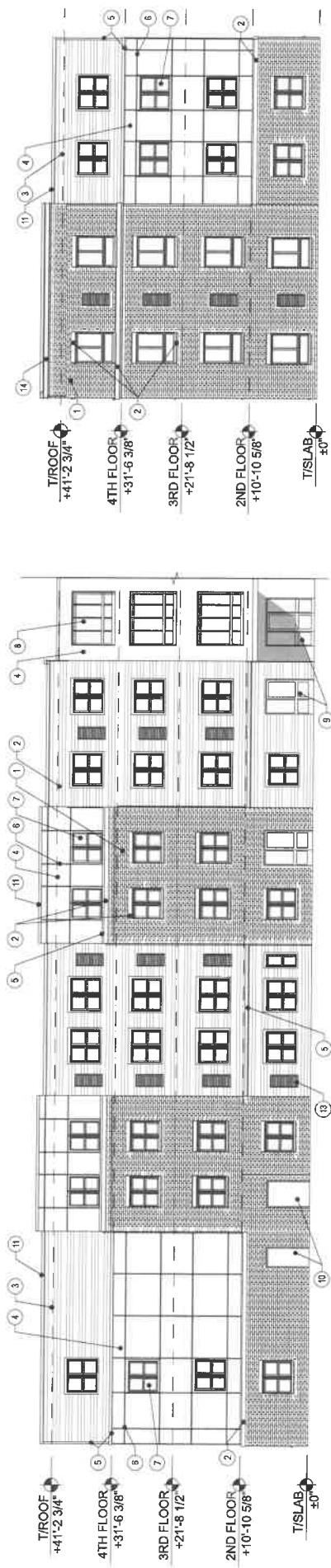
**UNIVERSITY CROSSING**

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

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Chicago, IL 60654



**A** NORTH WING - EAST ELEVATION  
SCALE: 1/16" = 1'-0"



**B** NORTH WING - WEST ELEVATION  
SCALE: 1/16" = 1'-0"

**C** NORTH WING - NORTH ELEVATION  
SCALE: 1/16" = 1'-0"

**ELEVATION MATERIAL KEY**

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

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

**UNIVERSITY CROSSING**

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

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

**Open Session Item 11**

**Exhibit B**





## PROJECT MEMO

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

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

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

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

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

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

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

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

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

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

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

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

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

cc: Barb Enneking, General Counsel, BSD

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

**Open Session Item 11**

**Exhibit C**



**DUAL OPTION AGREEMENT**

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

**WITNESSETH**

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

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

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

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

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

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

**AGREEMENT**

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

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

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

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

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

2. **Option Term.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. **Miscellaneous:**

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

**PROSPECTIVE TENANT/PURCHASER:**

BYWATER DEVELOPMENT GROUP LLC, a Missouri  
limited liability company

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

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

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

**OWNER:**

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

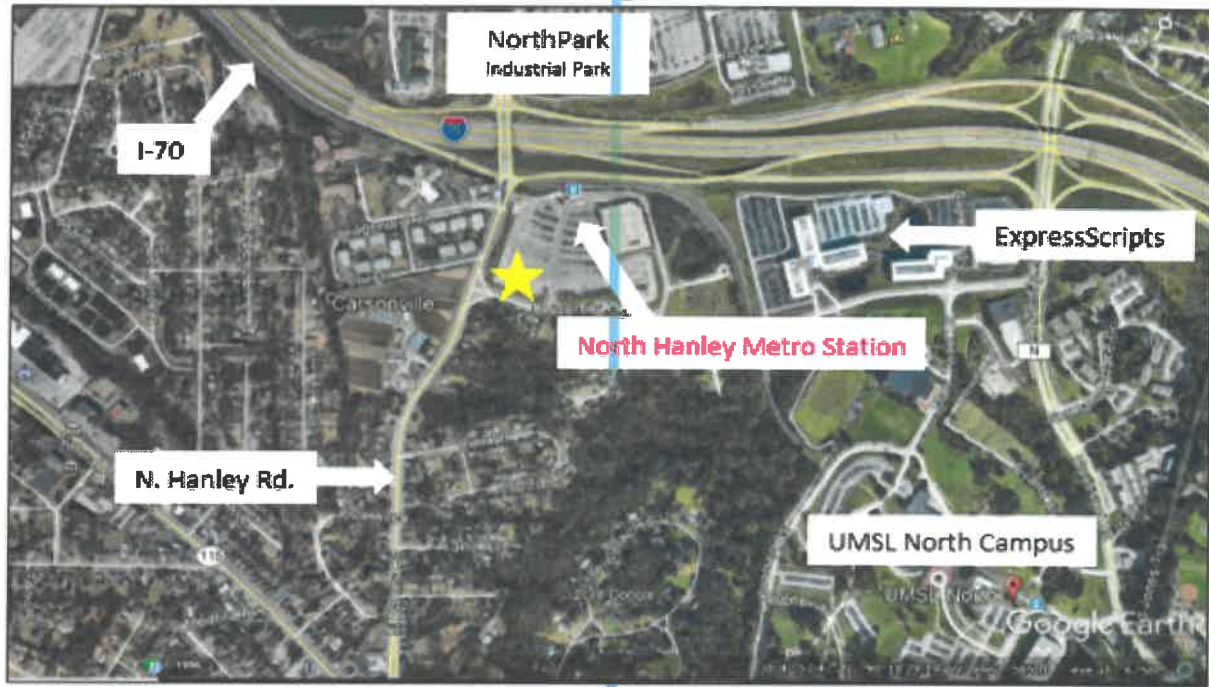
By: \_\_\_\_\_

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

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

## EXHIBIT A

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



### A SITE AERIAL VIEW

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

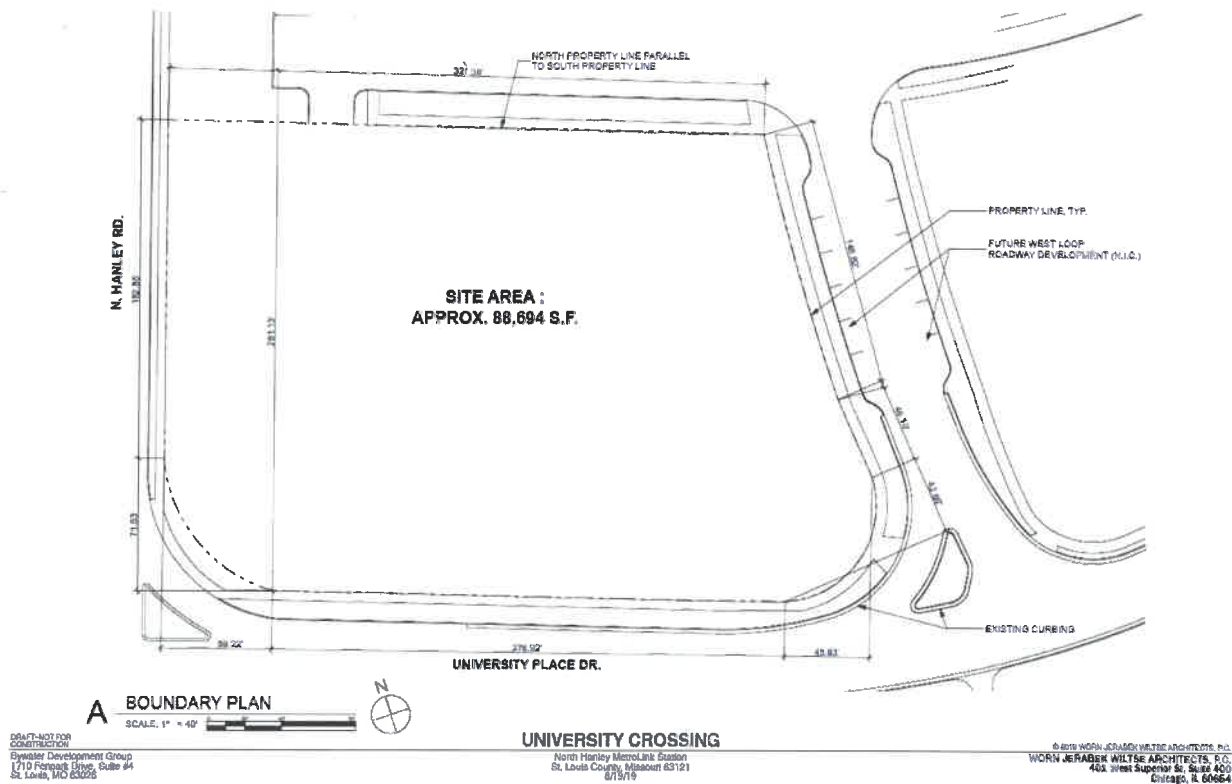


### UNIVERSITY CROSSING

North Hanley MetroLink Station  
 St. Louis County, Missouri 63121  
 0716 JH

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





## EXHIBIT B

### GROUND LEASE AGREEMENT

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

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

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

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



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

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

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

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

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

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

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

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

(6) Taxes.

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

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

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

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

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

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

(7) Insurance.

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

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

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

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

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

(8) Construction of Improvements; Alterations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(21) Lessee's Financing.

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

**LESSOR:**

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

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

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

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

**LESSEE:**

BYWATER DEVELOPMENT GROUP LLC,  
a Missouri limited liability company

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

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

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

**Exhibit A**

**LEGAL DESCRIPTION**

[Legal Description to be determined by Survey]

**EXHIBIT B**

**FORM OF MEMORANDUM OF GROUND LEASE AGREEMENT**

**MEMORANDUM OF GROUND LEASE AGREEMENT**

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

**LESSOR:**

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

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

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

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

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

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

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

Notary Public

[SIGNATURE PAGE OF LESSOR]



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

**LESSEE:**

BYWATER DEVELOPMENT GROUP LLC, a Missouri  
limited liability company

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

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

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

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

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

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

Notary Public

[SIGNATURE PAGE OF LESSEE]

**Exhibit A**

**LEGAL DESCRIPTION**

[Legal Description to be determined by Survey]

## EXHIBIT C

### CONTRACT FOR SALE OF REAL ESTATE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]



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

**PURCHASER:**

BYWATER DEVELOPMENT GROUP LLC, a Missouri  
limited liability company

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

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

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

**SELLER:**

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

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

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

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

**Exhibit A**

**LEGAL DESCRIPTION**

[Legal Description to be determined by Survey]

**Exhibit D**

**MHDC FIN-305 SELLER CERTIFICATION**

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

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

Dear Owner:

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

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

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

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

Sincerely,

---

**Owner Receipt of Information**

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

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

☐

Prior to executing a purchase agreement.

☐

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

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

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

By:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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

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

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

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





**Bi-State Development  
Combined Operations Committee and  
Audit, Finance and Administration Committee  
Open Session Agenda Item  
October 18, 2019**

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**From:** John Langa, Vice President, Economic Development  
**Subject:** **On-Call Real Estate Brokerage Services**  
**Disposition:** Approval  
**Presentation:** John Langa, Vice President, Economic Development, Greg Smith, Vice President, Procurement and Inventory Management

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**Objective:**

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

**Background:**

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

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

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

**Analysis:**

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

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

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

**Committee Action Requested:**

Management recommends that the Operations Committee approve, and forward to the Board of Commissioners for approval, the hiring of CBRE for on-call real estate brokerage services.

**Funding Source:**

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



**Bi-State Development Agency  
Combined Operations Committee and  
Audit, Finance & Administration Committee  
Agenda Item  
October 18, 2019**

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

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**Objective:**

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

**Background:**

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

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

**Analysis:**

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

**Committee Action Requested:**

Management recommends that the Combined Operations & Audit, Finance, and Administration Committee accept and forward to the Board of Commissioners for approval, the request for additional funding to increase the contract amount from \$498,750 to \$554,750.

**Funding Source:**

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



**Bi-State Development Agency  
Combined Operations Committee and  
Audit, Finance & Administration Committee  
Agenda Item  
October 18, 2019**

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

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**Objective:**

To present to the Combined Operations Committee and Audit, Finance & Administration Committee for review, and referral to the Board of Commissioners for approval, a request to authorize the President & CEO to approve the Drug & Alcohol Policy & Plan revisions.

**Background:**

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

**Analysis:**

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

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

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

**Committee Action Requested:**

Management recommends that the Combined Operations Committee & Audit, Finance, and Administration Committee accept, and forward to the Board of Commissioners for approval, the request to authorize the President & CEO to approve the Drug & Alcohol Policy & Plan revisions.

**Attachments:**

Attachment – Revised Drug & Alcohol Policy & Plan

**Funding Source:**

Drug & Alcohol Program is funded through the operating budget.

**Open Session Item 14**  
**Attachment 1**



## Drug & Alcohol Policy & Plan – Draft

To view document, please click on the link below:

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





**Bi-State Development  
Combined Operations Committee and  
Audit, Finance and Administration Committee  
Open Session Agenda Item  
October 18, 2019**

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**From:** John Langa, Vice President, Economic Development  
**Subject:** **Brentwood Bus Garage, Surplus Property**  
**Disposition:** Information  
**Presentation:** John Langa, Vice President Economic Development; Jeff Braun, Director, Real Estate

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**Objective:**

To present to Bi-State Development (**BSD**) Operations Committee (**Committee**), an Information update on the Brentwood Bus Garage surplus property project for referral as an Information item to the BSD Board of Commissioners (**Board**).

**Background:**

- At its November 16, 2018, BSD Board of Commissioners meeting, the Board declared 7.5+/- acres (**Property**) immediately south of and adjacent to the Brentwood bus garage facility excess and available for disposition. At the same time the Board authorized the BSD President and CEO and BSD Vice President of Economic Development to take action as appropriate to convey the Property. The Property is, by and large, undevelopable without considerable engineering, fill and permitting, as it is in the 100-year floodplain and contains a large wetland area.
- The rationale for the November 2018, Board action was Ameren's desire to install a substation on the Property to support a portion of the City of Brentwood's (**City**) southern area as well as additional power at the bus garage for BSD's upcoming electric fleet. At that time, BSD staff did not know whether the City would purchase the entire Property and parcel a portion off to Ameren, or if Ameren would purchase approximately 0.75 +/- acres (**Ameren Property**) for a substation (please see Exhibit A and attachments).
- In March 2019, Ameren put the Ameren Property under contract ((0.69 +/- acres at \$1.57 per square feet, (based on the most recent appraisal), or \$47,100)). In addition to this acreage, Ameren will have to acquire access easements as noted in the contract (likely in the 0.20 +/- acreage range). It is likely Ameren may close on the Ameren Property this fall after gaining all necessary site development permits. In recent conversations with the City (City Administrator), the City is indicating that at some time in 2020 it could be interested in acquiring a portion or all of the remainder Property (**Remainder Property**), estimated at some 6.5 +/- acres, with recently enacted City sales-tax funds for a conservation and park area that would be created in conjunction with Great Rivers Greenway and the Deer Creek Watershed Alliance.
- If/as the Remainder Property is reappraised and potentially comes back in the \$1.57 per square feet range, that sale could be in the \$440,000 range, a consideration level larger than either the BSD President and CEO or BSD Vice President, Economic Development may approve. However, given the Board's November 2018, Resolution, the BSD President and

CEO would be able to negotiate and finalize the documents to convey this property on their behalf (please see Exhibit A and attachments).

- Please note, as with the Ameren Property, if/as there is an offer on the Remainder Property, BSD would advertise for competing interest, re-appraise the Remainder Property and work with the Federal Transit Administration to gain its approval on this disposition.

**Analysis:**

There is not a specific analysis provided here. This is an informational item only.

**Committee Action Requested:**

Management recommends that the Committee approve referring this update on the Brentwood Bus Garage Surplus Property to the BSD Board, as an Information item.

**Funding Source:**

The BSD Economic Development Department has within its budget, funds for legal and consulting expenses. It is expected that the legal and consulting expenses for this project will be in the \$27,500 range, if the project is taken to completion, with the largest portion of expenses related to legal review, appraisal, and preparation of property conveyance and development documents. When and where possible, BSD will ask that these funds be reimbursed by the project.

**Exhibits:**

Exhibit A: Brentwood Garage, Adjacent Land Surplus Property, June 7, 2019, Memo





## PROJECT MEMO

DATE: June 7, 2019 (updated for October 15, 2019)

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

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

RE: **Brentwood Garage, Adjacent Land Surplus Property**

The purpose of this memo (and attachments) is to provide a general overview regarding surplus land adjacent to the Brentwood Garage, and confirm direction on likely next steps regarding that property.

At its November 16, 2018 BSD Board of Commissioners meeting the Board declared 7.5+/- acres (**Property**) immediately south of and adjacent to the Brentwood bus garage facility excess and available for disposition. At the same time the Board authorized the BSD President and CEO and BSD Vice President of Economic Development to take action as appropriate to convey the Property. The Property is by in large undevelopable without considerable engineering, fill and permitting as it is in the 100-year floodplain and contains a large wetland area.

The rationale for the November 2018 Board action was Ameren's desire to install a substation on the Property to support a portion of the City of Brentwood's (**City**) southern area as well as additional power at the bus garage for BSD's upcoming electric fleet. At that time, BSD staff did not know whether the City would purchase the entire Property and parcel a portion off to Ameren, or if Ameren would purchase approximately 0.75 +/- acres (**Ameren Property**) for a substation (please see attached property maps).

In March 2019 Ameren put the Ameren Property under contract ((0.69 +/- acres at \$1.57 per square feet, (based on the most recent appraisal), or \$47,100)). In addition to this acreage, Ameren will have to acquire access easements from BSD as noted in the contract. It is likely Ameren may be in a position to close on the Ameren Property as early as this fall. In a recent conversation with the City (City Administrator), the City is indicating that at some time in 2020 it might be interested in acquiring the remainder Property (**Remainder Property**), estimated at some 6.5 +/- acres, with recently enacted City sales-tax funds for a conservation and park area that would be created in conjunction with Great Rivers Greenway and the Deer Creek Watershed Alliance.

If/as the Remainder Property is reappraised and it comes back in the \$1.57 per square foot range, that sale could be in the \$440,000 range, a consideration level larger than either the BSD President and CEO or BSD Vice President, Economic Development may approve. However, given the Board's November 2018 consideration and resolution, the BSD President and CEO *may* (?) be able to complete the agreement on their behalf (please see attached Board package). However, prior to that possible eventuality, I want to

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





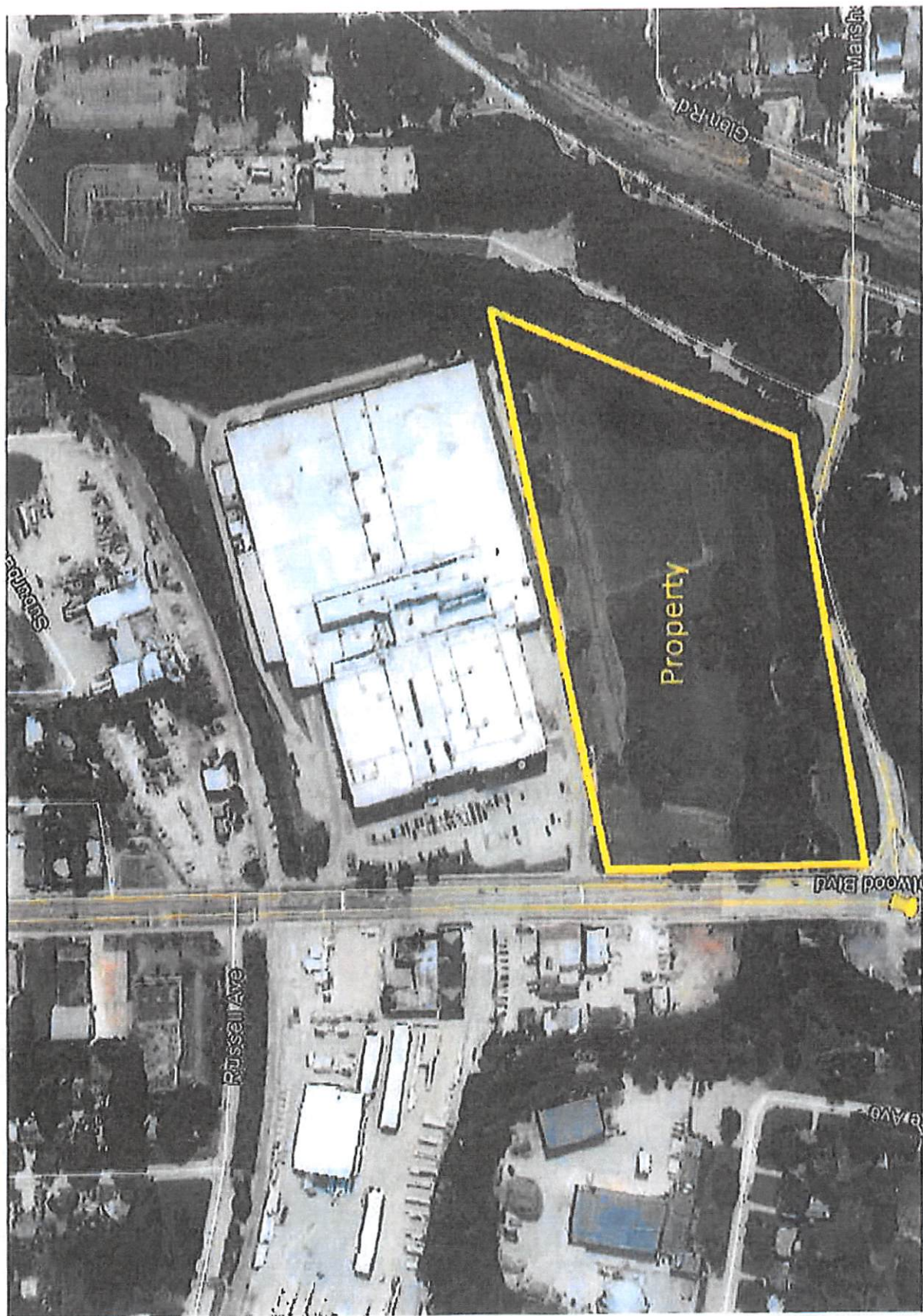
advise you of this possibility and gain your input on how BSD might proceed should the City continue its interest.

The City is looking forward to possibly confirming direction in conjunction with BSD's disposition efforts on the Remaining Property. Please note, as with the Ameren Property, if/as there is an offer on the Remainder Property, BSD would have to advertise for competing interest and work with the Federal Transit Administration to gain its approval on this disposition.

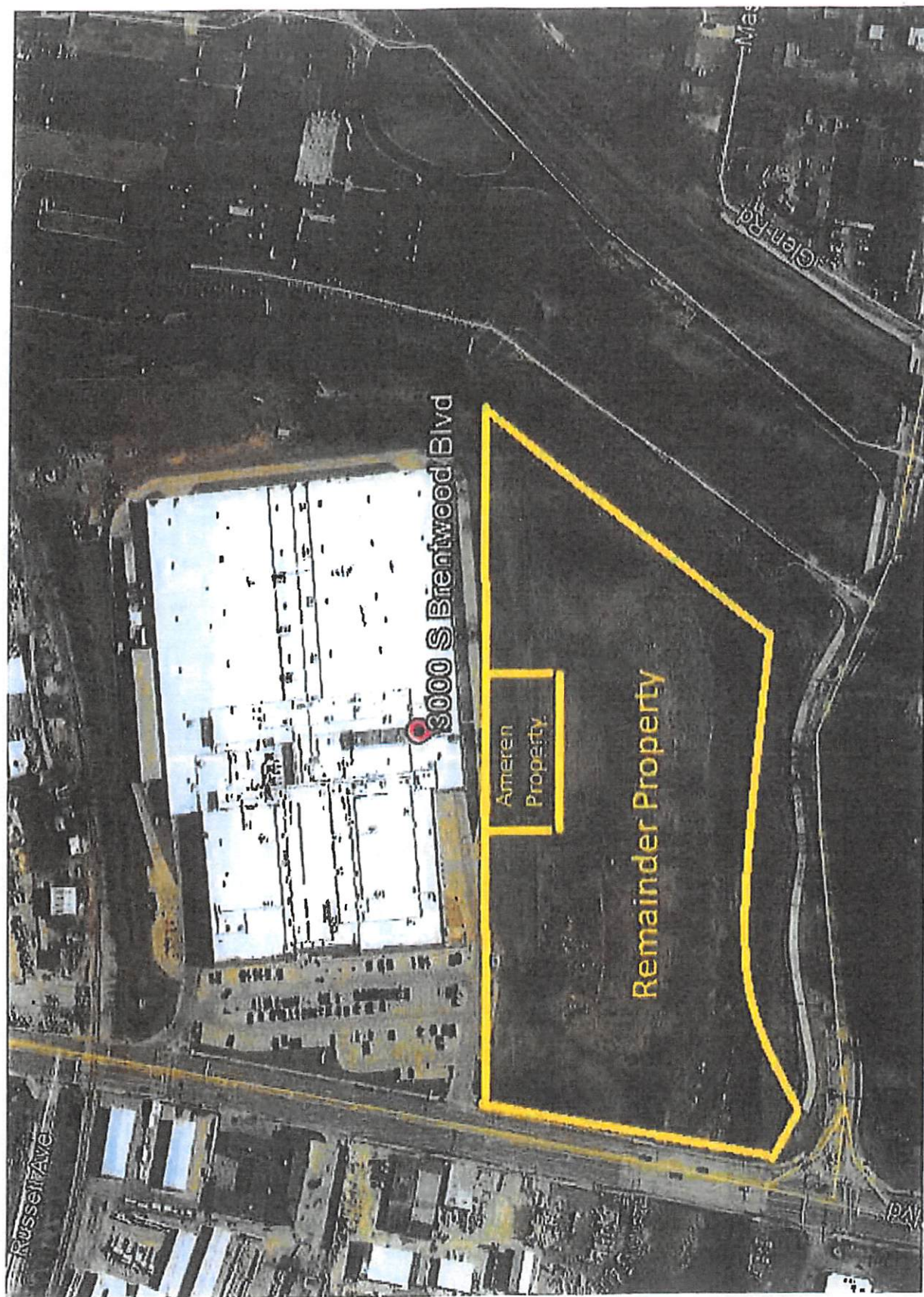
I look forward to hearing from you on this so I can provide a general update to the City on the matter. Thank you.

cc: Barb Enneking, Legal Counsel, BSD

encl. Maps of Property Adjacent to Brentwood Bus Garage  
November 16, 2018 BSD Board Meeting Resolution and Packet, Brentwood Bus Garage Surplus Property







**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE BI-STATE DEVELOPMENT AGENCY  
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT  
DECLARING CERTAIN PROPERTY ADJACENT TO THE BRENTWOOD  
BUS GARAGE IN THE CITY OF BRENTWOOD AS AGENCY SURPLUS  
PROPERTY AND AUTHORIZING THE CEO TO FINALIZE AND EXECUTE  
AGREEMENTS IN SUPPORT OF CONVEYING THE PROPERTY**

**PREAMBLES:**

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

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

*Whereas*, the Collected Board Policies of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District, Section 40.050, Disposition of Surplus Property, provides that The President and CEO, in conjunction with the Agency's Real Estate Department shall review all Agency real estate to determine the appropriate use of each property, and shall annually submit a report to the Board of Commissioners for its approval detailing all Agency property or properties that are not required for Agency purposes and may therefore be declared to be surplus and subject to sale, lease, or the grant of other property rights; and

*Whereas*, the Collected Board Policies of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District, Section 40.030, (A) Real Property Disposition, Authorization, provides that: (1) The Board of Commissioners shall approve any disposition of real property where the appraised value exceeds \$250,000; and

*Whereas*, no BSD Funds are anticipated to be used as part of this project, except for the standard costs of appraisal, legal fees, surveying costs, and closing fees. These costs are covered in BSD's Economic Development and Real Estate budgets under legal and consultant fees, and where possible, will be recovered at closing; and

*Whereas*, in accordance with Board Policy, the Real Estate Department has determined the Agency property identified in the Briefing Paper located at the Brentwood Bus Garage, (hereinafter "Garage Parcel"), located at 300 South Brentwood Boulevard in Brentwood, Missouri, as property that is 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 determine that the Agency property, Garage Parcel, located at 300 South Brentwood Boulevard in Brentwood, Missouri, is not required for Agency purposes and may, therefore, be declared surplus and subject to sale, lease, or the grant of other property rights, and approve that the BSD President and CEO finalize and execute agreements in support of conveying the Garage Parcel or some portion thereof, in accordance with the terms and conditions described herein.



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

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

**Section 2. Declaration of Surplus Property.** The Board of Commissioners hereby determines that the Agency property, Garage Parcel, (as identified in the Briefing paper and made apart hereof), located at 300 South Brentwood Boulevard in Brentwood, Missouri, is not required for Agency purposes and may, therefore, be declared surplus and 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 support the conveyance of the Garage Parcel or some portion thereof and to carry out and perform the purposes of this Resolution.

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

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

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

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

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

**Section 9.** 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 16<sup>th</sup> day of November, 2018.

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

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

By   
Title Chair

[SEAL]

ATTEST

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

Deputy Secretary to the Board of Commissioners

Resolution 942

Bi-State Development Agency Board of Commissioners

November 16, 2018

Approve Surplus Property – Brentwood

Page 3

**Bi-State Development  
Board of Commissioners  
Executive Session Agenda Item  
November 16, 2018**

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**From:** John M. Nations, President and Chief Executive Officer  
**Subject:** Declaration of Surplus Property and Intent to Convey  
**Disposition:** Approval  
**Presentation:** John Langa, Vice President, Economic Development; Jessica Mefford-Miller, Executive Director, Metro Transit; Jeff Braun, Director of Real Estate

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**Objective:**

To present to the Bi-State Development Board of Commissioners (Board) for its approval that certain property adjacent to the Brentwood Bus Garage in the City of Brentwood is not required for Bi-State Development (BSD) purposes and may, therefore, be declared surplus and subject to sale, lease, or the grant of other property rights; and, that the BSD Board authorize the BSD President and CEO finalize and execute agreements in support of conveying the property.

**Committee Disposition:**

This matter has not been presented to a Committee because it did not materialize until after the Committee meetings in October. Ameren and the City of Brentwood presented this request on October 31, 2018. The lack of committee consideration notwithstanding, I believe that it is in the interests of BSD, and not detrimental to any of our interests, for this matter to be considered by the full Board of Commissioners at the meeting on November 16, 2018. Given that the next Board meeting will be in late February 2018, such a delay in consideration may be detrimental to the interests of BSD.

**Board Policy:**

The Collected Board Policies of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District, *Section 40.030*, Real Property Disposition provide:

***A. Authorization***

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

The Collected Board Policies of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District, *Section 40.050*, Declaration of Surplus Property provide:

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



**Funding Source:**

No BSD Funds are anticipated to be used as part of this project, except for the standard costs of appraisal, estimated at less than \$5,000; possible legal fees which may occur in conjunction with sale contracts, estimated at less than \$10,000; possible surveying costs, estimated at \$7,500; and possible closing fees, estimated at less than \$5,000. These costs are covered in BSD's Economic Development and Real Estate budgets under legal and consultant fees, and where possible, will be recovered at closing.

**Background:**

The Brentwood Bus Garage (Garage and/or Garage Parcel) is located at 300 South Brentwood Boulevard in Brentwood, Missouri. The 310,000 square feet Garage was built in the mid-1980's and sits on approximately 21.23 acres. Of that 21.23 acres, the southern 7.58 +/- acres (Property) was likely a borrow site, possibly used to raise the elevation of the Garage project. The Property is in the 100-year flood plain and is zoned Industrial. The Property was declared surplus in 2015 by the BSD Board as an estimated 6 +/- acre tract; at this time, the surplus property declaration would be for approximately 7.58 +/- acres (Exhibit 1). Given the change in the actual size of the property from what was presented to the Board in 2015, staff believes it is best practice to seek approval of the Board for the actual size of the property.

Over the past year, BSD staff and Ameren, and now the City, have been working on the possibility of creating a battery electric bus fleet based at the BSD Garage. To do so, however, requires additional electric power to be supplied to the Garage. As part of this effort, Ameren is working with BSD and is committed to placing transformer and switchgear improvements at the Garage to power this fleet, and installing a permanent or temporary substation to support the same. At this time, the tentative schedule for the battery electric bus fleet includes:

July 1, 2019 – a single, test pilot bus arrives, and does not require any power upgrades.

July 1, 2020 – the initial four (4) buses arrive and will require transformer, switchgear and substation (permanent or temporary) improvements.

Fourth Quarter, 2020 – approximately 18 buses arrive and will require transformer, switchgear and substation (permanent or temporary) improvements.

Ameren is interested in placing a permanent substation to provide additional and more reliable power to the southern portion of the Brentwood area, including the Garage. Ameren has evaluated numerous sites in the immediate vicinity of the Garage, and at this time, Ameren is interested in placing the substation immediately south of the Garage on the Property, on approximately 0.75 +/- acres (Exhibit 2). Given that BSD's upcoming battery electric bus fleet and Ameren's belief that the general area needs improved coverage, Ameren is interested in moving ahead with the permanent substation improvements as soon as possible. BSD is interested in moving ahead without delay in order to know we can accommodate the electric bus fleet at this location.

At the same time, BSD staff has been working with the City and Great Rivers Greenway (GRG) on the City's possible interest in acquiring the Property for a conservation area/park. Accordingly, BSD staff had the Property appraised in 2017. The appraiser estimated that the Property is 7.58

+/- acres and assigned an appraised value of \$560,000. The same appraisal valued the Garage and its 13.65 +/- acres at \$5,900,000. If the Garage and the entire 21.23 acres were considered as one property for disposition, it appraised at \$6,350,000. That 2017 appraisal is now being updated to reconfirm the valuation for the full 7.58 +/- acres, as well as valuations for portions of the Property, including the area Ameren is considering for the substation, the remainder of the interior of the Property and the frontage along Brentwood Boulevard should the City and/or Ameren limit their interest to less than the full Property.

The Property is zoned Industrial and the City has said that the electric substation is an approved use under the current zoning. The proposal would require City site plan approval (a site plan consistent with the zoning) for the creation of a substation. Per conversations with the City and Ameren, the City is very interested that a potential substation development be adequately screened from view.

The Property is in floodplain (Exhibit 3) and would require Army Corps of Engineers (Corps) permits for development. In addition, GRG, the Deer Creek Watershed Alliance and others may be concerned about the creation of a substation in the flood plain. In either event, it is likely that when BSD receives an offer for the Property in its entirety, or a portion thereof, that the offer is conditioned upon the buyer gaining all necessary approvals for development. Given the Corps approval process, which can be lengthy, and the potential for significant, and possibly negative input from those concerned about flood plain development, the approval, and thus, the closing process could take a considerable amount of time.

Further, it is possible that BSD may receive an offer from the City for the entire Property, whereby the City would subdivide approximately 0.75 +/- acres of the Property for Ameren's use; or, Ameren may submit an offer to BSD for approximately 0.75 +/- acres and the City not move forward in the near future with the remainder of the Property. At this time, both the City and Ameren appear interested in the Property (Exhibit 4).

The Garage Parcel is also in the 100-year flood plain. If, and as, the Property is platted away from the Garage Parcel, BSD may consider gaining a Letter of Map Revision from the Corps to place the Garage out of the 100-year floodplain. Other deal considerations may include the need for an Ameren easement on the Garage Parcel to service the Garage from the substation, and a cross access easement along the Garage Parcel entrance, exit and loop driveway to provide Ameren access to the substation if it is on the Property. At this time, Ameren envisions the substation as fenced, with an entrance gate paralleling the south side of the Garage with access off the Garage loop driveway.

**Analysis:**

Ameren is interested in gaining a substation in the general vicinity of the Garage as soon as possible to provide service for the upcoming BSD battery electric bus fleet as well as improved coverage for that general area of Brentwood. The City is interested in a conservation area/park on the Property, and if a substation is placed on part of the Property, it should be screened from general

view, as much as possible. There may be considerable value to the project coming in as a single effort, involving both the City and Ameren, as a comprehensive approach which would include the conservation area/park, as well as the substation screened away from most viewing areas. At this time, however, neither the City nor Ameren has committed to a final approach (combined, or individually) of how they will proceed.

Given the Property is in the flood plain, it is probable that there may be considerable difficulties for project approval from the Corps and those groups concerned about flood plain development. It is possible that one or both of those potential realities will become difficult enough for Ameren, that they will look for another site nearby; however, until they move forward with a preliminary approval process, they may not be able to gauge that possibility.

Furthermore, given the likely lengthy approval process, it is probable that the City and/or Ameren would not be able to close on the Property, or a portion thereof, until they would gain all of the necessary approvals for their project(s). Regardless, BSD cannot convey the Property at less than appraised value, for either the 7.58 +/- acres or a portion thereof.

For BSD, the most critical element of this effort is to gain whatever ancillary improvements are needed for the battery electric bus program, including the appropriate power from Ameren. Should Ameren proceed with a substation on this Property, or another nearby site, BSD will continue to work in an expeditious manner with them on any agreements supporting a permanent or temporary power source for the battery electric buses.

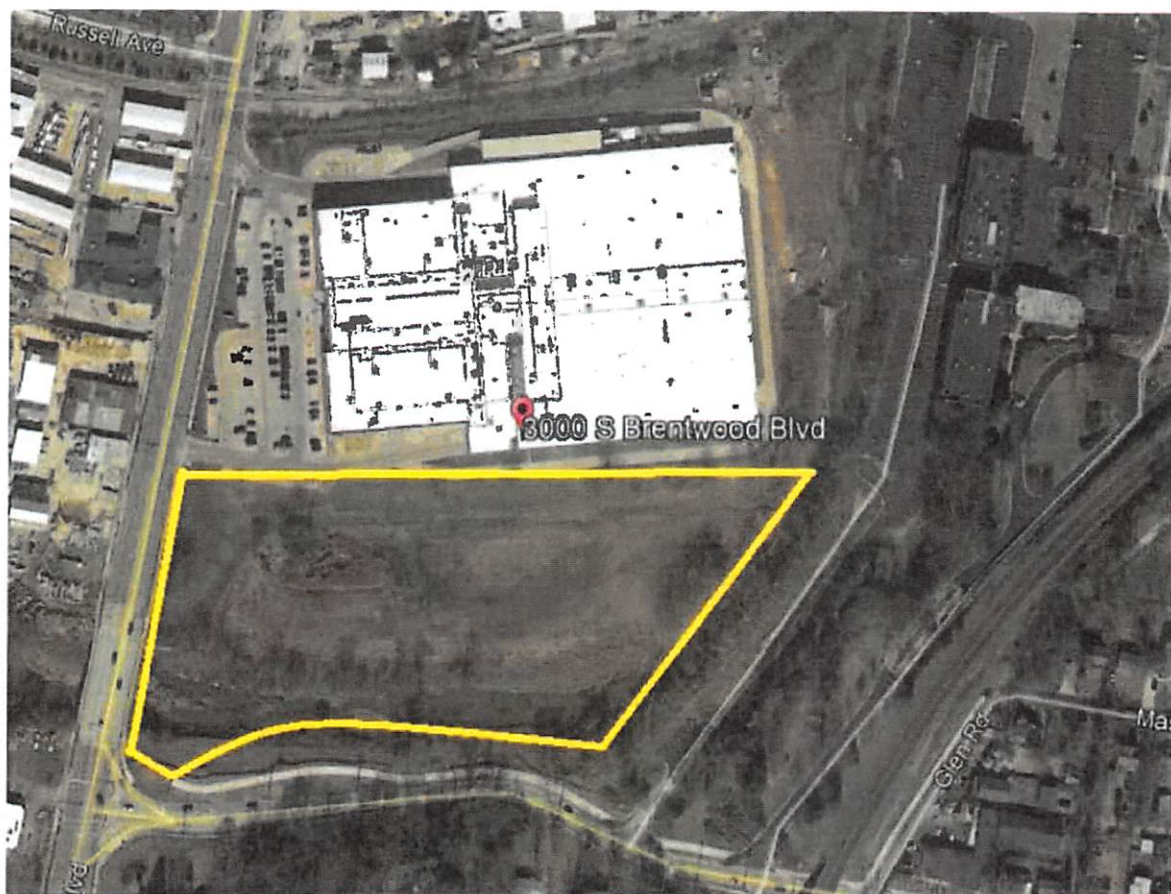
**Board Action Requested:**

Management requests the Bi-State Development Board of Commissioners (Board) approve that the property included herein is not required for Bi-State Development (BSD) purposes and may, therefore, be declared surplus and subject to sale, lease, or the grant of other property rights; and, that the BSD Board Approve that the BSD President and CEO finalize and execute agreements in support of conveying the property.

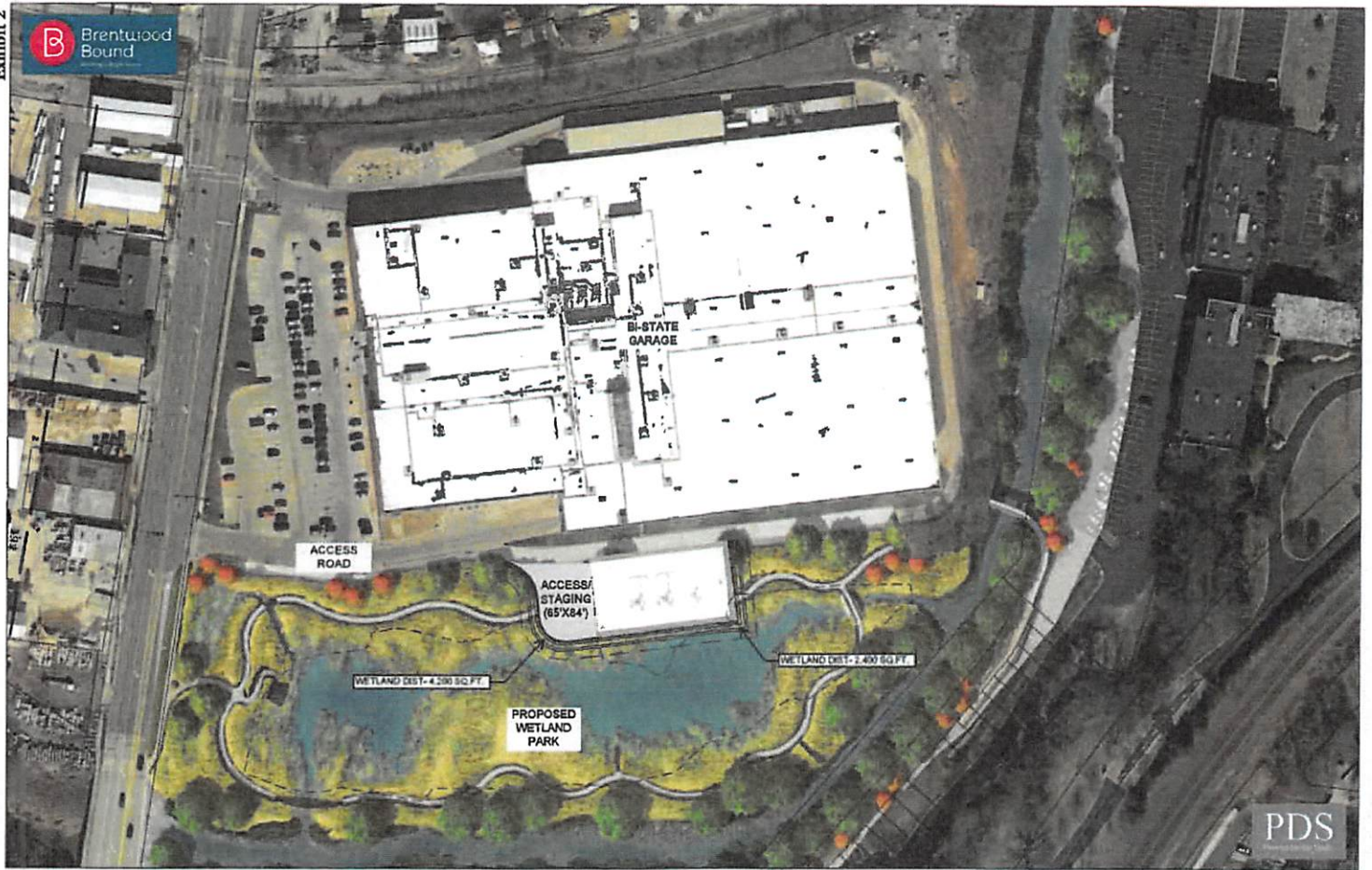
**Exhibits:**

1. Surplus Property
2. Proposed Substation Site
3. Flood Plain Map
4. City of Brentwood and Ameren Letters of Interest

<b>County Parcel Number</b>	<b>22K-53-0671</b>
<b>Type of Interest</b>	<b>Fee Simple</b>
<b>Address</b>	<b>3000 Brentwood Blvd. St. Louis, MO 63144</b>
<b>Location</b>	<b>Brentwood Bus Garage Brentwood, MO</b>
<b>Parcel Size</b>	<b>Entire parcel consists of 21.23 acres; the southern 7.58 +/- acres of the 21.23 total acreage would be the excess parcel.</b>
<b>Notes</b>	<b>This parcel houses the Brentwood Bus Garage.</b>
<b>FTA Grant Number</b>	<b>MO-03-0014</b>
<b>FTA Participation Ratio</b>	<b>80% federal participation</b>
<b>Potential Disposition</b>	<b>The southern 7.58 +/- acre portion of the property is vacant and primarily a wetland. There is potentially a sale of a portion or all of the excess to the City of Brentwood for a park/conservation area or Ameren Missouri for a substation.</b>

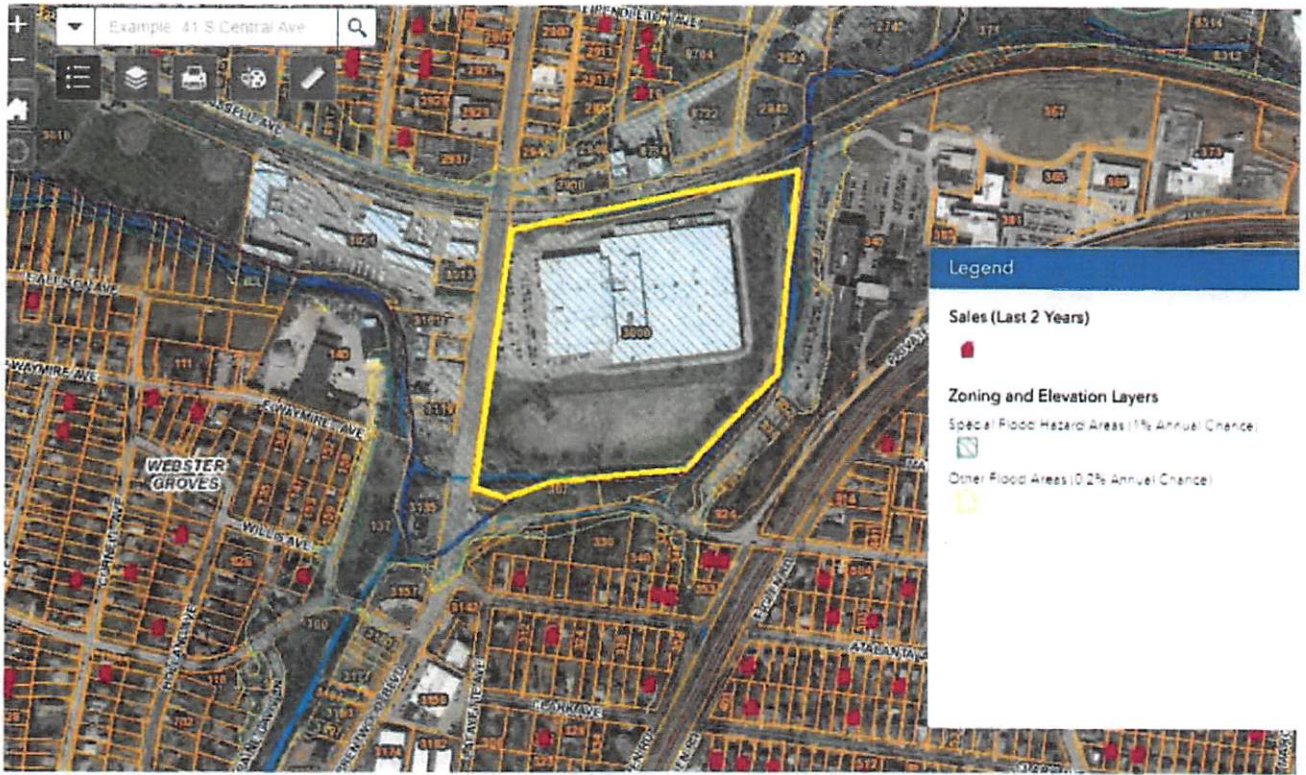














October 31, 2018

John Langa  
Vice President, Economic Development  
Bi-State Development  
211 North Broadway, Suite 700  
St. Louis, Missouri 63102

Mr. Langa,

This letter is to express Ameren's interest in acquiring approximately 3/4 of an acre directly South of Bi-State's Brentwood facility in order to construct a new electric substation. This substation would be utilized to provide electricity for Bi-State's bus electrification program.

Ameren Missouri has been working expeditiously with Bi-State and the City of Brentwood to reach consensus on the substation location to ensure Bi-State's proposal to convert twenty three diesel buses to electric in the 2<sup>nd</sup> half of 2020 successfully comes to fruition.

Sincerely,

A handwritten signature in black ink that reads "Dan Laurent". The signature is written in a cursive, flowing style.

Dan Laurent  
Director, Energy Services  
Ameren Missouri



2348 Brentwood Blvd. • Brentwood, MO 63144  
(314) 862-4800 • FAX (314) 862-0819

7

October 31, 2018

John Langa  
Vice President, Economic Development  
BI-State Development Agency  
One Metropolitan Square  
211 North Broadway  
Suite 700  
Saint Louis, MO 63102

Dear Mr. Langa,

This letter is a follow-up to our discussions with you and representatives of Ameren regarding a possible cooperative effort to provide necessary electrical service to the Brentwood BI-State Facility and, at the same time, further the City's efforts to provide for the development of an interactive wetland as part of a larger greenway development linking the City of Brentwood to the Great Rivers Greenway-Deer Creek Greenway.

To that end, I respectfully ask on behalf of the City of Brentwood that the BI-State Board of Directors act on a request to declare the 7.58 +/- acres immediately to the south of the Brentwood BI-State Facility as excess property and available for sale to Ameren and the City of Brentwood.

Again, thank you for your cooperation in this matter of critical importance to the City.

Sincerely,

A handwritten signature in black ink, appearing to read "Christopher A. Thornton". The signature is written over a horizontal line.

Christopher A. Thornton  
Mayor



# VISION



The Metro Transit team is committed to meeting the ever-changing needs of our customers and the communities we serve. We will continue to deliver service that our customers trust and depend on, while we work to create a more secure, more attractive and productive transit system. This new Metro Transit is centered around the experiences of our customers, and will be intended to deliver safe, reliable personal mobility solutions that connect our customers to the opportunities the St. Louis region offers.

*Jessica Mefford-Miller*

Jessica Mefford-Miller  
Executive Director, Metro Transit

## METRO TRANSIT OPERATIONS REPORT

*October 18, 2019*  
*Operations*  
*Committee Meeting*



## PERFORMANCE

### Metro Transit Operations At-A-Glance

FY20 1 <sup>ST</sup> Quarter Performance Measure	MetroBus Fixed Route + Special Services	FY20 vs. FY19	MetroLink	FY20 vs. FY19	Call-A- Ride	FY20 vs. FY19
System Ridership	3,880,200	(-4.6%)	2,336,800	(-0.5%)	84,200	(-12%)
Missouri	3,463,000	(-5.2%)	1,897,200	(-0.3%)	84,200	(-12%)
Illinois	451,800	(1.2%)	439,600	(-1.6%)		
Revenue Miles	3,185,000	(-0.2%)	524,300	(-3.7%)	880,000	(-0.5%)
Revenue Hours	241,100	(-0.1%)	22,400	(-0.2%)	47,700	(-6.2%)
On-Time Performance	91.2%	(-0.8%)	97.9%	(-0.2%)	95.3%	0.9%
Total Annual MetroBus + MetroLink Rolling Average Fare	\$1.07		Total Annual Call-A-Ride Rolling Average Fare			\$3.11

*Metro Transit - Reimagining Mobility*

# RIDERSHIP TRENDS

## Fiscal Year Outlook

FY17, FY18,  
FY19 & FY20  
vs.



Peak FY14  
Ridership Levels

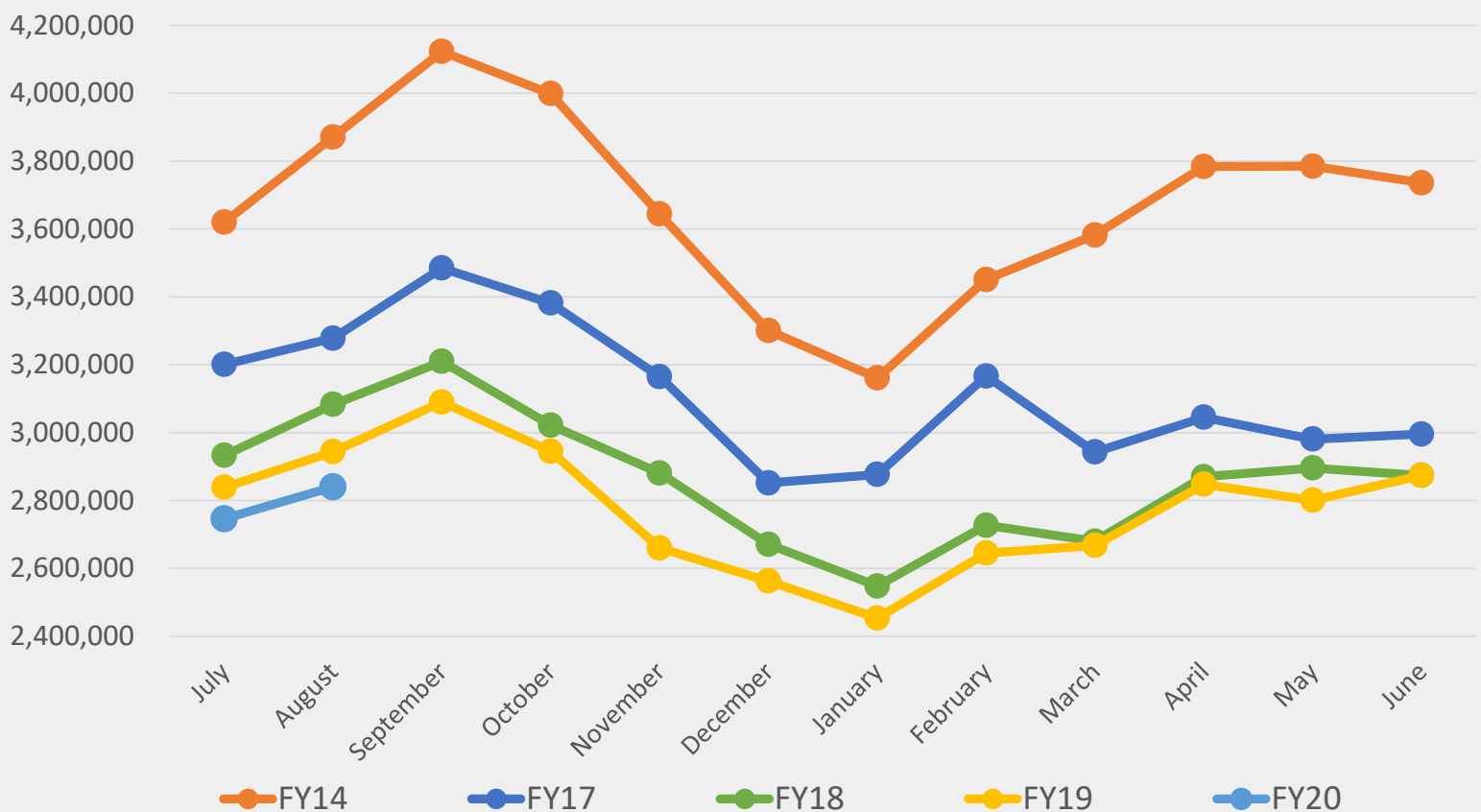
➡ Sustained ridership declines since recent peak level ridership in FY14 generally follows national trends. The start of FY20 sees some ridership loss largely driven by uncertainty related to operator availability.

➡ At (-3.2%) system ridership decline rates in FY20 vs. FY19 are decelerating compared to decline rates in previous fiscal years

➡ At (-2.5%) passenger revenues compared to FY19 Q1 levels decreased largely driven by a decrease in farebox cash fares, TMA contract revenues, SCCTD Special Event revenues. Still, at 1.4%, passenger revenues are above budget projections for the 2-month time period.

➡ Typically, long-term Call-A-Ride ridership trends are stable; however, recently Call-A-Ride figures are falling due to recent contractual changes with the Missouri Department of Mental Health. The contractual change also decreased Call-A-Ride service passenger revenues. At \$3.11 average fare per trip, the new contracts brings Call-A-Ride below the \$4 per trip rate charged to the public.

### STANDARDIZED FIXED-ROUTE RIDERSHIP (TOTAL SYSTEM)



# CUSTOMER FEEDBACK

## Commendations & Complaints

1<sup>st</sup> Quarter  
JULY – AUG  
FY 2020



Operating Division	Performance Measure	FY20	FY19	FY20 vs. FY19
<b>COMMENDATIONS</b>				
	System Total	287	257	12%
	MetroBus Total	43	97	(-56%)
	MetroLink Total	12	17	(-29%)
	Call-A-Ride Total	189	54	250%
	Service Planning & Scheduling Total	2	3	(-33%)
	Public Safety & Security Total	4	12	(-67%)
<b>COMPLAINTS</b>				
	Valid Complaint Types			
MetroBus	MetroBus Total	571	666	(-14%)
	Operator-Driving Performance	313	341	(-8%)
	Operator-Customer Interaction	156	151	3%
MetroLink	MetroLink Total	53	41	29%
	Operator-Driving Performance	31	24	29%
	Operator-Customer Interaction	3	5	(-40%)
Call-A-Ride	Call-A-Ride Total	27	20	35%
	Operator-Driving Performance	11	12	(-8%)
	Operator-Customer Interaction	11	5	120%
Other	Vehicle Maintenance & Equipment Total	6	6	0%
	Service Planning & Scheduling Total	293	63	365%
	Public Safety & Security Total	71	90	(-21%)

➡ Commendations for the system are up this quarter largely driven by improved customer experience within Call-A-Ride Operations

➡ Complaints on the system showed an overall decrease in negative MetroBus contacts, with fewer complaints related to operator performance, whereas MetroLink experienced an increase the same category. Service Planning & Scheduling experienced a sharp increase in complaints this quarter due to a major service change to all MetroBus routes in Missouri; any service change of this magnitude will inevitably create some customer confusion and dissatisfaction, as people adjust to the new network. Lastly, Public Safety & Security experienced fewer complaints perhaps due to an increase in security presence on MetroLink trains and platforms and increased fare enforcement.



# BUDGET ADHERENCE

## Budget & Expenses

1<sup>st</sup> Quarter  
JUL – AUG  
FY 2020



Performance Measure	Actual	Budget	Budget Variance Over/(Under)	Budget Variance %
Total Annual Transit Operating Expenses	\$38,322,700	\$41,065,000	(\$2,742,400)	(-6.7%)
Total Annual Passenger Revenues	\$7,137,400	\$6,944,500	(\$192,900)	(-2.8%)
Quarterly Operating Miles (MetroBus)	3,675,300	3,619,100	56,200	1.5%
Quarterly Operating Hours (MetroBus)	259,900	258,400	1,500	0.6%
Quarterly Operating Miles (MetroLink)	524,300	541,700	(-17,400)	(-3.3%)
Quarterly Operating Hours (MetroLink)	51,600	54,500	(-2,850)	(-6.3)

➔ Wages & benefits remain favorable to budget primarily due to vacancies

➔ In the final quarter of the fiscal year, passenger revenues, likely bolstered by St. Louis Blues regional events, surpassed budget projections

# PRODUCTIVITY

## Ridership & Service Levels

1<sup>st</sup> Quarter  
JUL – AUG  
FY 2020



Performance Measure	MetroBus Fixed Route	FY20 vs. FY19	MetroLink Fixed Route	FY20 vs. FY19	Call-A-Ride	FY20 vs. FY19
Average Weekday Ridership	70,800	(-5.4%)	42,000	(-1.3%)	1,623	(-15%)
Average Weekend Ridership	40,500	25%	27,100	2.5%	655	10%
Passengers per Revenue Mile	1.2	(-4.3%)	4.5	(-0.1%)	0.1	(-8.5%)
Passengers per Revenue Hour	16.1	(-4.5%)	104.3	(-0.5%)	1.8	(-6.1%)

➔ Ridership on Saturdays is typically much higher than ridership on Sunday service days. For this reason, a calendar increase in Saturday vs. Sunday service in one fiscal year will bias year-over-year ridership counts positively. Recently, the new Metro Reimagined MetroBus implementation mirrored service schedules on the weekend. Fixed-route ridership counts may start to equalize over the next few reporting cycles.

➔ Call-A-Ride (CAR) weekday boardings have dipped due to the loss of the Missouri Department of Mental Health contracts. This loss has been mitigated as some of the riders have returned as ADA paratransit customers at a lower passenger revenue subsidy.

# LOSS MANAGEMENT & RISK

## Vehicular Safety / Drug & Alcohol Assessments

1<sup>st</sup> Quarter  
JUL – AUG  
FY 2020



Safety & Loss Management Performance Measures	COUNT	FY20 vs. FY19
MetroBus Preventable Accidents	39	+95%
MetroBus Non-Preventable Accidents	56	+4%
MetroLink FTA Reportable Accidents & Rule Violations*	4	+100%
MetroLink FTA Non-Reportable Accidents & Rule Violations**	9	-31%
Call-A-Ride Preventable Accidents	8	+100%
Call-A-Ride Non-Preventable Accidents	8	+100%

\*Meets FTA definition of "light rail" accidents or rule violations

\*\*Does not meet FTA "light rail" accident definition or rule violations

Risk Assessment Performance Measures	# NEG Test	# POS Test	% Positive FY20 vs. FY19
Random Tests	354	8	+50%
Post-Accident Tests	160	4	+50%
Pre-Employment Tests	210	10	+20%

➔ Preventable accidents and FTA reportable incidents jumped due to increased new hires and constraints related to operator shortages

➔ Safety & Operations continue enhanced training initiatives to reduce preventable accidents

➔ Pre-employment testing indicates prospective applicant pools are showing increasingly higher rates of risk

# AVAILABILITY & RELIABILITY

## Absences & Extra-Board

1<sup>st</sup> Quarter  
JUL – AUG  
FY 2020



Performance Measure	MetroBus	FY20 vs. FY19	MetroLink	FY20 vs. FY19	Call-A-Ride	FY20 vs. FY19
% Unauthorized Absences	1,112	-19%	23	-85%	199	-22%
% Authorized Absences	6,097	-4%	863	7%	742	16%
Missed / Annulled Trips	1,483	264%	0	0%	97	10%

➔ Management & Labor continue to work evaluate trends in absenteeism, policy, contracts, and management strategies that reduce overall absenteeism, especially unauthorized absences

➔ CAR Operations find that communicating the van operator shortage to customers is received positively. They expect the operator run-pick in July should help to alleviate the rate of missed trips and trip denials

## VEHICLE MAINTENANCE

### Scheduled Maintenance

1<sup>st</sup> Quarter  
JUL – JULY  
FY 2020



Performance Measure	MetroBus	FY20 vs. FY19	MetroLink	FY20 vs. FY19	Call-A-Ride	FY20 vs. FY19
Jul - Aug Routine Inspections	376	-1.01%	226	-0.88%	98	-2.97%
YTD Percentage On-Time Inspections	100%	-	100%	-	100%	-

➔ ***In September 2019 Metro hosted the Federal Transit Administration (FTA) Transit Asset Management (TAM) Roundtable. Peer transit agencies from across the Midwest visited to hear from FTA and industry peers, and learn about Metro's industry-leading maintenance program.***

➔ ***Maintaining a detailed schedule of on-time inspections is an integral component of Metro's reliability-centered maintenance (RCM) program***

## VEHICLE MAINTENANCE

### Vehicle Reliability

1<sup>st</sup> Quarter  
JUL – AUG  
FY 2020



Performance Measure	MetroBus	FY20 vs. FY19	MetroLink	FY20 vs. FY19	Call-A-Ride	FY20 vs. FY19
Delays	156	1.08%	43	1.10%	41	-2.38%
Mean Distance Between Delays (Miles)	25,928	-4.74%	24,524	-11.15%	23,589	-3.14%

➔ ***Metro Vehicle Maintenance continues to perform as an industry leader and MetroBus Vehicle Maintenance has reached an all-time high in vehicle reliability, resulting in more predictable service for our customers, and less maintenance emphasis on repairing equipment failures***

➔ ***July – August saw a drop in vehicle reliability across all modes. This increase in delays, and erosion in reliability, reflects a relative high average fleet age. These trends will only be reversed by vehicle replacement***

# MAJOR PROJECTS

## Service Planning

1st<sup>rd</sup> Quarter  
FY20



Project Updates

### ☐ **Metro Reimagined**

- Metro Reimagined was launched on September 30, 2019, impacting every Missouri MetroBus route
- Rebalances service frequency and coverage, evaluation of program success continues

## Engineering

### ☐ **MetroLink Station Enhancement Project**

- Project is to develop concepts and design plans that repair and renovate MetroLink Stations at Delmar, Forest Park/DeBaliviere, 8<sup>th</sup> and Pine, Convention Center and Laclede's Landing.
- Consultant WSP was selected to perform the work and Internal and External interviews completed in the summer of 2019. Concepts are currently being developed and will be unveiled to management in October. After management review, the concepts will be further developed during the preliminary and final design stages. Final plans will be completed in the fall of 2020.
- Funding opportunities will be identified with the goal of moving the projects into construction in late 2020.

### ☐ **Union Station Tunnel**

- Project replaces the existing MetroLink Tunnel under the Union Station parking lot. Modjeski and Masters is performing the design, Kiewit Infrastructure has been contracted as Construction Manager/General Contractor
- Completed work includes asbestos removal, development of laydown areas and installation of Overhead Conductor Rail
- Current work includes construction of a new Communications Room at 18<sup>th</sup> and Clark (expected completion in January of 2020)
- Design of the structural portions of the tunnel structure is at 60% level

### ☐ **Parkway Interlocking/Richmond Heights Turnout**

- Project will add a directional switch just west of Forest Park/DeBaliviere MetroLink Station and a track siding near the Richmond Heights MetroLink Station. These track improvements will help facilitate future repair projects at the Big Bend and Skinker Tunnels
- Proposals from design consultants received in September and we are currently negotiating with the selected consultant, STV
- Design plans will be completed in late 2020 with construction following

### ☐ **Wellston Path/Drainage Improvements**

- Construction recently began on this project which provides a walkway from Etzel Avenue to the Wellston MetroLink Station. The construction will also correct a drainage issue that will better direct stormwater flow from adjacent property into drainage structures and regrades a ditch adjacent to the MetroLink Tracks
- Kozeny/Wagner was the lowest, responsive bidder and was awarded the construction contract
- Dependent on weather impacts, the completion of the project should be spring, 2020

**Open Session Item**

**17**

**Bi-State Development  
Combined Operations Committee and  
Audit, Finance and Administration Committee  
Open Session Agenda Item  
October 18, 2019**

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**From:** Charles A. Stewart, Jr., EVP, Organizational Effectiveness  
**Subject:** Pension Audits Update  
**Disposition:** Information  
**Presentation:** Charles A. Stewart, Jr., EVP, Organizational Effectiveness

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**Objective:**

To present to the Audit, Finance and Administration Committee an informational update on the results of 2019 audits for all pension plans.

**Background:**

The Pension Data Audit, issued by Bi-State Development's Internal Audit Department in March 2012, identified policy, procedure, recordkeeping and internal control deficiencies that affected both financial reporting and the general administration of the pension plans.

A major recommendation made by Internal Audit was for the pension trustees to engage an independent certified public accounting firm to perform an annual financial statement audit.

This recommendation has been implemented and the audit reports referenced herein reflect compliance through the most recent plan year.

**Analysis:**

**Plan Year 2019 Pension Audit Results:**

Financial audit reports for plan years ended 2019 were issued by UHY LLP in September 2019. UHY LLP issued unmodified "clean" audit opinions for plan years ended 2019 for all three pension plans.

**401(k) Audit:**

The audit for the 401(k) Retirement Savings Program for the year ended December 31, 2018 is in process and expected to be presented in the January 2020 committee meeting.

**Committee Action Requested:**

None. Information only.

**Attachments:**

- a. Financial Statements – Pension Plan for Salaried Employees of the Bi-State Development Agency of Missouri-Illinois Metropolitan District, Year Ended May 31, 2019.
- b. Financial Statements – Bi-State Development Agency of the Missouri-Illinois Metropolitan District and Local No. 2 and Local No. 309 of the International Brotherhood of Electrical Workers Employees' Pension Plan, Year Ended March 31, 2019.
- c. Financial Statements – Bi-State Development Agency of the Missouri-Illinois Metropolitan District and Division 788 Amalgamated Transit Union, AFL-CIO, Employees' Pension Plan, Year Ended March 31, 2019.

**Funding Source:**

No funding request is made for this matter. The pension plans are funded by employer and employee contributions.



**Open Session Item 17**  
**Attachments a, b, c**

## Pension Audit Updates - Attachments

To view a document, please click on the link below:

[Attachment a. Financial Statements - Pension Plan for Salaried Employees](#)

[Attachment b. Financial Statements - Local No. 2 and Local No. 309 of the IBEW Employees' Pension Plan](#)

[Attachment c. Financial Statements - Division 788 Amalgamated Transit Union, AFL-CIO, Employees' Pension Plan](#)



**Bi-State Development  
Combined Operations Committee and  
Audit, Finance and Administration Committee  
Open Session Agenda Item  
October 18, 2019**

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**From:** James J. Cali, CPA  
Chief Audit Executive  
**Subject:** **Internal Audit Follow-Up Summary – 1st Quarter FY2020**  
Briefing Paper No. 20-01  
**Disposition:** Information  
**Presentation:** James J. Cali, Chief Audit Executive

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**Objective:**

To present to the Committee the Internal Audit Department's (**IAD's**) Follow-Up Summary Findings regarding the status of prior Recommendations during the 1st Quarter Fiscal Year (**FY**) 2020.

**Background:**

The Standards for the Professional Practice of Internal Auditing, Standard 2500 – Monitoring Process, states that, “The Chief Audit Executive should establish and maintain a system to monitor the disposition of audit results communicated to management.” To ensure compliance with this standard, the IAD regularly monitors the status of recommendations.

The Audit Follow-Up Executive Summary Report, on the following page, is a comprehensive overview highlighting the current implementation status of recommendations issued in prior audit reports. Each recommendation has been reviewed and its status has been classified as follows:

- **Completed** – The recommendation has been implemented.
- **Outstanding** – The recommendation has not yet been implemented, and/or the implementation date has not occurred yet.
- **Overdue** – The recommendation remains outstanding past the established implementation date.

The report should be used to determine the timeliness and the completeness of the implementation of corrective action. Management should place specific focus on those recommendations that are determined to be overdue.

**Funding Source:**

Funding is provided through the IAD Operating Budget.

**Committee Action Requested:**

This material is presented for information only; therefore, no action is required of the Committee.

### First Quarter-FY2020 Audit Follow-Up Executive Summary

<b>Report Name</b>	<b>Number of Recommendations</b>	<b>Completed</b>	<b>Outstanding – Not Overdue</b>	<b>Overdue</b>
Fare Collection System Project Audit	2	2	0	0
Small Purchase Requisition Audit	7	1	6	0
Accounts Receivables Core Credits Audit	3	0	3	0
Passenger Revenue-Working Funds Count Audit	5	5	0	0
Casualty Claims Audit	19	10	9	0
Contract Services - Vehicle Maintenance Audit	3	3	0	0
Travel Card Audit	5	5	0	0
Benefits in Arrears Audit	12	11	1	0
Payroll Hours of Service Audit	14	11	3	0
Contract Services – Track Maintenance Audit	2	2	0	0
Contract Services – Facility Maintenance Audit	6	6	0	0
Accounts Receivables Audit	5	5	0	0
Drug and Alcohol Program Testing Audit - FY2017	11	10	1	0
AP/Vendor Payment Audit	4	4	0	0
ID Badge Access Audit	19	19	0	0
Fuel Inventory Audit	6	6	0	0
SSO-Safety Data Collection & Analysis Audit	3	3	0	0
SSO-Compliance, Federal, State and Local Requirements Audit	5	3	2	0
SSO-Drug & Alcohol Testing Audit	15	14	1	0
<b>TOTAL</b>	<b>146</b>	<b>120</b>	<b>26</b>	<b>0</b>

**COMPLETED FOLLOW-UP AUDIT REPORTS:**

1. Accounts Payable/Vendor Payments Audit-Closed 2<sup>nd</sup> Quarter-FY2019
2. Contract Services Facility Maintenance Audit-Closed 2<sup>nd</sup> Quarter-FY2019
3. Travel Card Audit-Closed 2<sup>nd</sup> Quarter-FY2019
4. Contract Services-Vehicle Maintenance-Closed 3<sup>rd</sup> Quarter-FY2019
5. Accounts Receivables Audit-Closed 3<sup>rd</sup> Quarter-FY2019
6. SSO-Safety Data Collection & Analysis Audit- Closed 4<sup>th</sup> Quarter-FY2019
7. SSO-Safety Policy Audit-Closed 4<sup>th</sup> Quarter-FY2019
8. SSO-Safety Goals and Objectives Audit- Closed 4<sup>th</sup> Quarter-FY2019
9. Passenger Revenue-Working Funds Count Audit- Closed 4<sup>th</sup> Quarter-FY2019
10. Fare Collection System Project 1279 Audit- Closed 4<sup>th</sup> Quarter-FY2019
11. ID Badge Access Audit- Closed 4<sup>th</sup> Quarter-FY2019
12. Fuel Inventory Audit- Closed 1<sup>st</sup> Quarter-FY2020





**Bi-State Development  
Combined Operations Committee and  
Audit, Finance and Administration Committee  
Open Session Agenda Item  
October 18, 2019**

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**From:** James J. Cali, CPA, CFF, CGMA  
Chief Audit Executive  
**Subject:** **Internal Audit Status Report – 1st Quarter FY2020**  
Briefing Paper No. 20-02  
**Disposition:** Information  
**Presentation:** James J. Cali, Chief Audit Executive

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**Objective:**

To present to the Committee the Internal Audit Department's (**IAD**) Status Report for the 1st Quarter Fiscal Year (**FY**) 2020.

**Background:**

The Internal Audit Status Report provides the Board of Commissioners, the Audit, Finance and Administration Committee members and Senior Management with a summary of the IAD's quarterly activity pertaining to the Annual Audit Plan.

In addition to tracking the status of current audits and special projects, this report also highlights the follow-up activity related to the implementation of recommendations from prior audits.

**Committee Action Requested:**

This material is presented for information only; therefore, no action is required of the Committee.

**Funding Source:**

Funding is provided through the Internal Audit Operating Budget.

**Attachments:**

1. Internal Audit Status Report – 1st Quarter FY2020
2. Internal Audit Status Report – Special Projects – 1st Quarter FY2020

**Open Session Item 19**  
**Attachment 1 & 2**

Fiscal Year 2020 - Audit Plan	Start Date	Completion Date	Status	Completion Rate (Percentage)	Budget	Hours Previous Periods	Hours This Quarter	Total Hours	Hours Remaining
Audit Follow - Up	July 2019		Ongoing	21.65%	620.00	0.00	134.25	134.25	485.75
Quarterly IAD Status Report	July 2019		Ongoing	12.92%	240.00	0.00	31.00	31.00	209.00
Quarterly Treasury Safekeeping Audit	July 2019		Ongoing	7.50%	240.00	0.00	18.00	18.00	222.00
On-Call Bi-State Research Institute Consulting Services - IAD Time	December 2016		In Progress	69.58%	240.00	167.00	0.00	167.00	73.00
Passenger Revenue - Pass Unit	February 2018	August 2019	Complete	100.00%	1,000.00	916.50	22.00	938.50	61.50
Self-Funded Insurance Medical Claims Audit - IAD Time	July 2018		In Progress	45.83%	120.00	51.00	4.00	55.00	65.00
Due To and Due From Inter-Company Account Balance Audit	December 2018	August 2019	Complete	100.00%	480.00	396.25	20.50	416.75	63.25
Fuel Hedging Program Audit - IAD Time	January 2019		In Progress	68.13%	80.00	31.25	23.25	54.50	25.50
Disadvantaged Business Enterprise (DBE) - "Mock" Triennial Audit	June 2019		In Progress	81.67%	360.00	108.50	185.50	294.00	66.00
Bi-State Research Institute Audit	May 2019		In Progress	37.71%	120.00	27.50	17.75	45.25	74.75
Compliance & Fraud Helpline Audit	March 2019	August 2019	Complete	100.00%	240.00	229.00	10.75	239.75	0.25
Passenger Revenue - Fare Box Audit	June 2019		In Progress	71.56%	240.00	65.25	106.50	171.75	68.25
ADA "No Show Policy" Audit	June 2019		In Progress	89.48%	240.00	84.25	130.50	214.75	25.25
Subtotal Audit Hours					4,220.00	2,076.50	704.00	2,780.50	1,439.50

Fiscal Year 2020 - Audit Plan	Start Date	Completion Date	Status	Completion Rate (Percentage)	Budget	Hours Previous Periods	Hours This Quarter	Total Hours	Hours Remaining
Office Supply Program Audit	June 2019		In Progress	88.75%	160.00	57.00	85.00	142.00	18.00
Cortex MetroLink Station Project Audit	July 2019		In Progress	2.50%	360.00	0.00	9.00	9.00	351.00
Procurement Card Audit				0.00%	120.00	0.00	0.00	0.00	120.00
Facility Lost & Found Audit				0.00%	240.00	0.00	0.00	0.00	240.00
Customer Service Audit				0.00%	360.00	0.00	0.00	0.00	360.00
Freightway USDOL Grant - Truck Driver Apprentice Program Audit				0.00%	160.00	0.00	0.00	0.00	160.00
Legal Expenses Audit	September 2019		In Progress	5.42%	240.00	0.00	13.00	13.00	227.00
Embark Safety Audit				0.00%	120.00	0.00	0.00	0.00	120.00
Small Grants Audit				0.00%	240.00	0.00	0.00	0.00	240.00
Employees on Medical Hold Audit				0.00%	240.00	0.00	0.00	0.00	240.00
Arch and Riverboat Ticket Sales Audit				0.00%	360.00	0.00	0.00	0.00	360.00
St. Louis Downtown Airport Revenue Audit				0.00%	240.00	0.00	0.00	0.00	240.00
DataServ Audit				0.00%	120.00	0.00	0.00	0.00	120.00
Shift Pick Audit				0.00%	240.00	0.00	0.00	0.00	240.00
Customer Contact Responsiveness Audit				0.00%	240.00	0.00	0.00	0.00	240.00
Subtotal Audit Hours					3,440.00	57.00	107.00	164.00	3,276.00

Fiscal Year 2020 - Audit Plan	Start Date	Completion Date	Status	Completion Rate (Percentage)	Budget	Hours Previous Periods	Hours This Quarter	Total Hours	Hours Remaining
Armored Car Contract Audit				0.00%	240.00	0.00	0.00	0.00	240.00
Worker's Compensation Self-Insurance Fund Audit				0.00%	360.00	0.00	0.00	0.00	360.00
Payroll Hours of Service Audit				0.00%	360.00	0.00	0.00	0.00	360.00
Ticket Vending Machines (TVM's) Audit				0.00%	240.00	0.00	0.00	0.00	240.00
FY 2021 Annual Audit Plan & Risk Assessment				0.00%	120.00	0.00	0.00	0.00	120.00
<b>Grand Total Annual Audit Plan</b>					<b>8,980.00</b>	<b>2,133.50</b>	<b>811.00</b>	<b>2,944.50</b>	<b>6,035.50</b>

**1st Quarter Status Report  
Ending September 30, 2019**

**Bi-State Development  
Internal Audit Department**

<b>Fiscal Year 2020 - Audit Plan Summary On-Call Contract Audit Hours</b>	<b>Start Date</b>	<b>Completion Date</b>	<b>Status</b>	<b>Completion Rate (Percentage)</b>	<b>Budget</b>	<b>Hours Previous Periods</b>	<b>Hours This Quarter</b>	<b>Total Hours</b>	<b>Hours Remaining</b>
Fuel Hedging Program Audit - On-Call Contract				0.00%	480.00	0.00	0.00	0.00	480.00
Research Institute Consulting - On-Call Contract	April 2017		In Progress	67.42%	480.00	323.60	0.00	323.60	156.40
Self-Funded Insurance Medical Claims Audit - On-Call Contract	February 2019		In Progress	90.44%	620.00	289.75	271.00	560.75	59.25
<b>Total On-Call Contract Audit Hours</b>					<b>1,580.00</b>	<b>613.35</b>	<b>271.00</b>	<b>884.35</b>	<b>695.65</b>

Fiscal Year 2020 Special Projects	Start Date	Completion Date	Status	Completion Rate (Percentage)	Budget	Hours Previous Periods	Hours This Quarter	Total Hours	Hours Remaining
Board Meeting / Audit Committee Preparations and Meetings			Ongoing			0.00	126.50	126.50	
CEO Meetings/Projects			Ongoing			0.00	16.25	16.25	
DBE Application Review			Ongoing			0.00	0.00	0.00	
IAD Audit Research / Reading			Ongoing			0.00	56.00	56.00	
Records Retention			Ongoing			0.00	57.50	57.50	
Training & Professional Development			Ongoing			0.00	69.75	69.75	
Total Special Projects Hours					0.00	0.00	326.00	326.00	0.00



**Open Session Item**

**20**

**Bi-State Development  
Combined Operations Committee and  
Audit, Finance and Administration Committee  
Open Session Agenda Item  
October 18, 2019**

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**From:** James J. Cali, CPA  
Chief Audit Executive  
**Subject:** **Internal Audit State Safety Oversight Status Report – 3rd Quarter Calendar Year 2019**  
Briefing Paper No. 20-03  
**Disposition:** Information  
**Presentation:** James J. Cali, Chief Audit Executive

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**Objective:**

To present to the Committee the Internal Audit Department's (**IAD's**) State Safety Oversight (**SSO**) Status Report for the 3rd Quarter of Calendar Year 2019.

**Background:**

The Internal Audit Status Report provides the Board of Commissioners, the Audit, Finance and Administration Committee members and Senior Management with a summary of the IAD's quarterly activity pertaining to the Federal Transit Administration (**FTA**) Required Rail Security and Safety, 2019 - SSO Audit Work Plan.

This status report tracks all current SSO Audits and special projects completed during the 3rd Quarter. The following Audits were initiated and developed by SSO Internal Auditor, Gary Smith, during the 3rd Quarter.

- SSO-Security Data Collection & Analysis Audit
- SSO-Security Incident Notification & Investigation Audit
- SSO-Drug & Alcohol Program Audit

Also, during this 3rd Quarter, Mr. Smith completed the Transportation Safety Institute (**TSI**) Training Classes and obtained his required "Transit Safety and Security Program" (**TSSP**) Certification. Mr. Smith completed the TSSP Certification (Bus) in August 2019 and the TSSP Certification (Rail) in September 2019.

During this 3rd Quarter, Mr. Smith also assisted the Bi-State Development (**BSD**) Safety Department by participating in welcoming the General Manager of Public Safety, Director of Security and the Manager of Contract Security to BSD and reviewing/explaining the SSO Audit process. Mr. Smith was also instrumental in assisting the Safety Department in preparing documentation and scheduling monthly meetings for the BSD Executive Safety and Security Committee (**ESSC**).

**Committee Action Requested:**

This material is presented for information only; therefore, no action is required of the Committee.

**Funding Source:**

Funding is provided through the Internal Audit Operating Budget.

**Attachment:**

1. Internal Audit SSO Status Report – 3rd Quarter Calendar Year 2019

**Open Session Item 20**  
**Attachment 1**

Calendar Year 2019 - Audit Plan	Start Date	Completion Date	Status	Completion Rate (Percentage)	Budget	Hours Previous Periods	Hours This Quarter	Total Hours	Hours Remaining
SSO Audit Follow - Up	January 2019		Ongoing	1.25%	240.00	3.00	0.00	3.00	237.00
SSO Audit Plans	January 2019		Ongoing	72.19%	320.00	231.00	0.00	231.00	89.00
SSO Meetings / Executive Safety & Security Committee Meetings	January 2019		Ongoing	69.58%	120.00	58.50	25.00	83.50	36.50
Training & Professional Development	January 2019		Ongoing	83.91%	320.00	120.00	148.50	268.50	51.50
FTA Required Rail Security Audit - Security Training & Certifications	January 2019		In Progress	86.80%	320.00	182.00	95.75	277.75	42.25
FTA Required Rail Safety Audit - Safety Policy	January 2019	March 2019	Complete	100.00%	160.00	129.50	0.00	129.50	30.50
FTA Required Rail Safety Audit - Safety Goals & Objectives	January 2019	March 2019	Complete	100.00%	120.00	83.50	0.00	83.50	36.50
FTA Required Rail Safety Audit - Accident & Incident Investigations	April 2019		In Progress	80.00%	320.00	110.25	145.75	256.00	64.00
FTA Required Rail Security Audit - Security Data Collection & Analysis	July 2019		In Progress	34.06%	160.00	0.00	54.50	54.50	105.50
FTA Required Rail Safety Audit - Security Incident Notification & Investigation	July 2019		In Progress	56.25%	120.00	0.00	67.50	67.50	52.50
FTA Required Rail Safety Audit - Control, Review & Approval of SSPP				0.00%	120.00	0.00	0.00	0.00	120.00
FTA Required Rail Safety Audit - System Modification Review & Approval				0.00%	120.00	0.00	0.00	0.00	120.00
FTA Required Rail Security Audit - Management Structure				0.00%	120.00	0.00	0.00	0.00	120.00
FTA Required Rail Safety Audit - Emergency Management Program				0.00%	80.00	0.00	0.00	0.00	80.00
Subtotal Audit Hours					2,640.00	917.75	537.00	1,454.75	1,185.25

Calendar Year 2019 - Audit Plan	Start Date	Completion Date	Status	Completion Rate (Percentage)	Budget	Hours Previous Periods	Hours This Quarter	Total Hours	Hours Remaining
FTA Required Rail Safety Audit - Rules Compliance				0.00%	100.00	0.00	0.00	0.00	100.00
FTA Required Rail Safety Audit - Facility & Equipment Safety Inspections				0.00%	120.00	0.00	0.00	0.00	120.00
FTA Required Rail Security Audit - Configuration Management				0.00%	120.00	0.00	0.00	0.00	120.00
FTA Required Rail Safety Audit - Drug & Alcohol Program	September 2019		In Progress	0.31%	320.00	0.00	1.00	1.00	319.00
FTA Required Rail Safety Audit - Procurement Process				0.00%	80.00	0.00	0.00	0.00	80.00
Grand Total Annual Audit Plan					3,380.00	917.75	538.00	1,455.75	1,924.25