



# Operations Committee

## Open Meeting

Friday, October 14, 2022 immediately following Special Meeting

Virtual Meeting

211 North Broadway, 6th Floor

St. Louis, MO, 63102



## Operations Committee - October 14, 2022 - Open Meeting

### Notice of Meeting and Agenda

1. Call to Order	Approval	Chair Windmiller
2. Roll Call		M. Bennett
3. Public Comment	Information	Chair Windmiller
A. Public Comments submitted as of 10-06-2022 - 4		
4. Approval of Minutes of the August 19, 2022 - Operations Committee, Open Meeting	Approval	Chair Windmiller
A. Draft Minutes - Operations Committee, Open Meeting - August 19, 2022 - 6		
5. 2022 Annual Surplus Property Holdings	Approval	J. Langa
A. Briefing Paper - 11		
B. Table 1 - 2022 Annual Surplus Property Holdings - 12		
6. Contract Modification and Time Extension - East Riverfront Stair Replacement Project	Approval	C. Poehler / T. Curran
A. Briefing Paper - 15		
7. Contract Modification: Microtransit Project Contract Extension	Approval	C. Stewart / J. Gershman
A. Briefing Paper - 17		
8. Sole Source Contract Award – Light Rail Vehicle Brake Caliper Overhaul	Approval	C. Stewart / T. Curran
A. Briefing Paper - 19		
9. Second Amendment to the Second Memorandum between Bi-State and the City of St. Louis	Approval	M. Lamie
A. Briefing Paper - 21		
B. Second Amendment to the Second Memorandum of Agreement - 23		
C. Second Memorandum of Agreement - 26		
D. Amendment to the Second Memorandum of Agreement - 55		
10. Unscheduled Business	Information	Chair Windmiller
11. Operations Report	Information	C. Stewart
A. Metro Service Performance Summary - 58		
B. Workforce Update - 61		
12. President/CEO Report	Information	T. Roach
13. Call for the Dates of Future Board & Committee Meetings	Information	M. Bennett
14. Adjournment to Executive Session	Approval	Chair Windmiller
If such action is approved by a majority vote, the Committee 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).

15. Reconvene to the Open Meeting

Approval

Chair  
Windmiller

16. Adjournment

Approval

Chair  
Windmiller

Name: Shannon Villa

Topic: No Response from Multiple Metro Leadership Persons

Comments: Whenever I send correspondence asking for a response from leadership, I do not receive any with the exception of Metrolink and Mr. Martin Gulley and his staff.

I want to acknowledge Mr. Martin Gulley for his response to each and every email I have ever sent to him or Metrolink.

Metrobus and Metro in general fails to respond to my requests and feedback. Even the response Mr. Stewart said was sent to me a couple months back I did not actually receive but I read the response regarding poor 70 Grand Operations in the meeting minutes that there in fact was a response but the response was not even shared with me. I have written to emails that are supposed to go to the below:

Charles A. Stewart  
Executive Director, Metro Transit  
[execdirector@metrostlouis.org](mailto:execdirector@metrostlouis.org)

Kevin Scott  
General Manager of Security  
[publicsafety@metrostlouis.org](mailto:publicsafety@metrostlouis.org)

Trenise Winters  
General Manager of MetroBus  
[metrobus@metrostlouis.org](mailto:metrobus@metrostlouis.org)

Metro Planning and System Development Department [planning@metrostlouis.org](mailto:planning@metrostlouis.org)

These emails are publicly accessible here: <https://www.metrostlouis.org/leadership/>

I have requested data multiple times related to ridership and on-time performance, as well as missed trips all by route and I have not been provided this data.

I have also requested to not be blocked from commenting on Metro's Facebook page as my comments are usually critical and for over a year now I have been blocked.

Please have these issues get addressed as it is my right just as anyone else to get a complete and timely response from all levels of the organization and be able to communicate feedback through all public methods.

I would like Mr. Stewart to address this from the top so that those at Metro cannot arbitrarily ignore my feedback or requests that are counter to FOIA and Sunshine Act laws in place.

Thanks.  
Shannon Villa

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This e-mail was sent from the public comment form on [bistatedev.org](http://bistatedev.org)

Name: Shannon Villa

Topic: Lyft Accommodations for Missed Trips

Comments: Why does Metro not advertise accommodating passengers affected by missed trips with a Lyft?

It is unclear for most passengers to receive this benefit. BOC should be able to take calls from the public for this directly at their number 314-289-6868 as stated in the Safety Plan. Chicago CTA provides phone numbers for their garages that the public can use to speak with a transportation manager when available.

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This e-mail was sent from the public comment form on [bistatedev.org](http://bistatedev.org)

**BI-STATE DEVELOPMENT  
OPERATIONS COMMITTEE MEETING  
OPEN SESSION MINUTES  
(Virtual Meeting)  
August 19, 2022 at 8:30 AM**

**Operations Committee Members participating via Zoom**

Rose Windmiller, Chair  
Derrick Cox – joined the meeting at approximately 8:35 a.m.  
Vernal Brown  
Irma Golliday – Absent

**Other Commissioners participating via Zoom**

Terry Beach  
Herbert Simmons – joined the meeting at approximately 8:56 a.m.  
Sam Gladney  
Debra Moore  
Fred Pestello – Absent  
Nate Johnson – Absent

**Staff participating via Zoom**

Taulby Roach, President and Chief Executive Officer  
Brenda Deertz, Director of Executive Services  
Lisa Stump, Lashly & Baer, Legal Counsel  
Myra Bennett, Manager of Board Administration  
Thomas Curran, Executive Vice President – Administration  
Charles Stewart, Executive Director Metro Transit

**Others participating via Zoom**

Erin Stumpf, ASL Interpreter  
Melony Self, ASL Interpreter

1. **Open Session Call to Order**  
**8:30 a.m.** Chair Windmiller called the Open Session of the Operations Committee Meeting to order at 8:30 a.m.
2. **Roll Call**  
**8:30 a.m.** Roll call was taken, as noted above.
3. **Public Comment**  
**8:32 a.m.** Ms. Bennett noted that no public comment cards were received for today's meeting.

4. **Approval of the Minutes of the June 10, 2022 - Operations Committee, Open Meeting**  
**8:32 a.m.** The minutes of the June 10, 2022, Operations Committee, Open Meeting were provided in the Committee packet. A motion to approve the minutes was made by Commissioner Brown and seconded by Commissioner Moore. **The motion passed unanimously.**
5. **Approval of the Minutes of the June 10, 2022 - Combined Audit, Finance & Administration and Operations Committee, Open Meeting**  
**8:33 a.m.** The minutes of the June 10, 2022, Combined Audit, Finance & Administration and Operations Committee, Open Meeting were provided in the Committee packet. A motion to approve the minutes was made by Commissioner Beach and seconded by Commissioner Moore. **The motion passed unanimously.**
6. **Contract Modification: Elevator Escalator Full Maintenance and Repair**  
**8:33 a.m.** A briefing paper was included in the meeting materials to approve Contract Modification #4, for the continued maintenance and repair of the elevators and escalators that service MetroLink, to ThyssenKrupp Elevator in an amount not to exceed \$600,000.00, and to extend the contract time period through November 30, 2022. Tom Curran, Vice President of Administration, gave an overview of this item noting that the current contract for elevator and escalator maintenance was approved by the Board of Commissioners on April 28, 2017, at a not to exceed amount of \$4,000,000. He stated that the current request is to include additional funds and a time extension, so that the Agency can keep the current contract in place, until a new contract is awarded. Mr. Curran reported some of the notable contributors to the overages during this last contract option year, as well as out of scope maintenance requests. He stated that assessments were scheduled and performed in April 2022 for each Metro facility and rail station elevator, and these assessments provided a forecast of future maintenance needs and helped the Agency understand the current operating conditions, remaining lifespans, and ultimately repair and/or replacement costs.

A motion to approve this agenda item for referral to the Board of Commissioners for approval, as presented, was made by Commissioner Brown and seconded by Commissioner Gladney. **The motion passed unanimously.**

**(Commissioner Cox joined the meeting at approximately 8:35 a.m.)**

7. **Unscheduled Business**  
**8:37 a.m.** There was no unscheduled business.
8. **Operations Report**  
**8:37 a.m.** An operations report for Metro Transit was included in the Committee packet. Charles Stewart, Executive Director Metro Transit, provided a summary of the report for the Committee, noting current ridership numbers have increased for MetroBus and MetroLink (1.6% and 18.4%, respectively); however, the numbers are still below those for 2019. He noted that actual expenses, year to date, as compared to the budget, are down \$28 million. Mr. Stewart reported that Call-A-Ride had a trip denial rate of 16.4% in June, due to the shortage of Operators, as well as other issues.

Mr. Stewart stated that Metro Transit has had 325 new hires since the start of the bonus program, and 105 sign on bonuses have been paid to date. He noted that the Agency is hiring; however, it

is not retaining employees. He noted that MetroBus missed nearly 2,500 trips, or 2.23% of its total trips, due to the workforce shortage. He reported that MetroLink has not missed any trips; however, this is due to the fact that TSM's have supplemented this service. Mr. Stewart stated that, as previously noted with Call-A-Ride, the missed trips have been due to the workforce shortage, and a recruiting and retaining item will be going before the Audit, Finance & Administration Committee today, to address these issues. He stated that 106 applications were received in June, with 24 candidates in process and 11 trainees in process. He added that not only is the Agency having issues in recruiting new employees, it is also having issues retaining employees through the entire process of training. Mr. Stewart reported that Metro Transit is down 157 MetroBus Operators, 13 MetroLink Operators, and 55 Call-A-Ride Operators. He stated that with regard to Mechanic and Maintenance positions, they are down 64.

Chair Windmiller asked if exit interviews are being conducted. Mr. Stewart stated that, with many employees quitting during the training process, they just stop showing up, and therefore, no interviews can be conducted. He attributed this to individuals not understanding the job when first joining the team, and the fact that the initial assignments are not the most glamorous routes. Chair Windmiller noted that the budgeted revenue, versus the actual passenger revenue did not meet projections, and posed questions as to why. Mr. Stewart stated that this is due to reduced ridership.

This item was provided as information only.

## **9. President/CEO Report**

**8:44 a.m.** Bi-State Development President/CEO Taulby Roach addressed the Committee noting that on Monday, August 22<sup>nd</sup>, MetroLink trains will be running all the way through the system. He noted that the system will be operating more slowly, as construction continues; however, he stated that it was important to get the trains running, as school is resuming, and many students use MetroLink as their primary source of transportation. Mr. Roach commended staff for their work with the flood recovery efforts, noting that Darren Curry and his team have been working overtime to develop the system change.

Mr. Roach noted that he continues to meet with City of St. Louis Aldermen regarding the Northside/Southside alignment, and will be holding an update meeting with East-West Gateway on August 31<sup>st</sup>.

Mr. Roach noted that FTA representatives were in town to discuss funding and flood recovery efforts. He noted that the Agency is working towards improvements to ensure this type of event causes less disruption in the future, such as plans to raise the MetroLink station houses. He noted that there are complicated layers regarding the construction process and with federal funding efforts.

Mr. Roach noted that the Agency continues to address issues with attracting and retaining employees, stating that it is his goal to get people to join the Agency and establish careers with Metro.

Commissioner Gladney commended staff for their efforts.



Commissioner Brown posed questions regarding eligibility for funding through the federal government regarding the flood event. Mr. Roach stated that the Agency is eligible for assistance from the Federal government; however, it is a multi-tiered application process. He also noted that the total estimated construction costs of \$40 million, will be offset through an insurance policy with Lloyd's of London.

This item was provided as information only.

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

**8:52 a.m.** Myra Bennett, Manager of Board Administration, advised the Committee of the upcoming meetings, as follows:

Tentative schedule:

Board of Commissioners Meeting:	Friday, September 23, 2022	8:30 AM
Safety & Security Committee Meeting:	Thursday, October 6, 2022	8:30 AM
Operations Committee Meeting:	Friday, October 14, 2022	8:30 AM
Audit/Finance/Administration Committee Meeting:	Friday, October 14, 2022	Following OPS

**11. Adjournment to Executive Session**

**8:53 a.m.** Chair Windmiller asked for a motion that the Committee go into Executive Session for the purpose of discussing legal, confidential, or privileged matters, as permitted under Bi-State Development Board Policy Chapter 10, Section 10.080, (D) (1) – Legal, (D) (3) – Personnel, and (D) (5) – Employee Negotiations. The motion was made by Commissioner Beach, and was seconded by Commissioner Brown.

A roll call vote was taken as follows:

Sam Gladney – Yea	Terry Beach – Yea
Vernal Brown – Yea	Derrick Cox – Yea
Rose Windmiller – Yea	Debra Moore – Yea

**The motion passed unanimously, and the Committee moved into Executive Session at approximately 8:55 a.m.**

**(Commissioner Simmons joined the Executive Session meeting at approximately 8:56 a.m. Commissioner Cox left the meeting at approximately 9:20 a.m. Commissioner Simmons left the meeting at approximately 9:32 a.m.)**

**12. Reconvene to the Open Meeting**

**9:33 a.m.** Chair Windmiller noted that the Committee has reconvened to the Open Meeting.

Commissioner Moore made a motion to approve the minutes of the June 10, 2022 - Combined Audit, Finance & Administration and Operations Committee, Executive Session, as presented, as a closed record. The motion was seconded by Commissioner Brown.

A roll call vote was taken as follows:

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

Terry Beach – Yea  
Debra Moore – Yea

**The motion passed unanimously.**

**13. Adjournment**

**9:34 a.m.** Chair Windmiller asked if there was any further business, being none, Commissioner Brown made a motion to adjourn the meeting. The motion was seconded by Commissioner Beach. Unanimous vote in favor was taken. The motion passed, and the meeting was adjourned at approximately 9:35 a.m.

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Deputy Secretary to the Board of Commissioners  
Bi-State Development

**Bi-State Development Agency  
Operations Committee  
Open Session Agenda Item  
October 14, 2022**

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**From:** John Langa, Vice President, Economic Development  
**Subject:** 2022 Annual Surplus Property Holdings  
**Disposition:** Approval  
**Presentation:** John Langa, Vice President, Economic Development; Jeff Braun, Director, Real Estate

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**Objective:**

To present to the Bi-State Development (**BSD**) Operations Committee (**Committee**) for acceptance, and referral to the BSD Board of Commissioners (**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.

**Background:**

For 2022 there are 92 surplus (for purposes of this paper, the words “excess” and “surplus” are used interchangeably) properties owned by BSD. These annual totals, which have been reported in this manner since 2013, include as follows:

<u>Year</u>	<u>Surplus Properties</u>	<u>Year</u>	<u>Surplus Properties</u>
2013	87	2018	90
2014	92	2019	91
2015	100	2020	91
2016	101	2021	93
2017	100	2022	92

These parcels are identified in Table 1. by BSD Parcel Number (unless otherwise noted) and the MetroLink station section of the alignment, or other areas, to which they are in close proximity. All but three (3) of the properties were acquired for transit-related purposes, with these at the St. Louis Downtown Airport. During 2022, the City of Brentwood closed on a 6.16 +/- acre wetland area immediately south of the BSD Brentwood Bus Garage for a park project. This area had been declared surplus property in 2015, and its disposition leaves 92 surplus properties for 2022.

**Analysis**

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

**Committee Action Requested:**

Management recommends that the Committee accept, 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 use of BSD funds are anticipated as part of this declaration of surplus properties.

**Attachments:**

Table 1. 2022 Annual Excess Property Holdings

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

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

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

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

**Bi-State Development Agency  
Operations Committee  
Open Session Agenda Item  
October 14, 2022**

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

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**Objective:**

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

**Background:**

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

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

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

Differing site conditions and increased material costs:

- Increase in steel fabrication and material cost - \$188,231.00
- A change in the type of foundations based on the final stair tower design - \$61,697.00
- Increase in miscellaneous material and labor cost - \$30,852.00

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

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

- Conduct a soil liquefaction study - \$14,908.00
- Replace lighting and the tactile warning strip at the upper platform– \$171,926.00

**Analysis:**

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

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

**Committee Action Requested:**

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

**Funding Source:**

FTA funds with local match.



**Bi-State Development Agency  
Operations Committee  
Open Session Agenda Item  
October 14, 2022**

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

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**Objective:**

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

**Background:**

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

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

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

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

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

**Analysis:**

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

**Committee Action Requested:**

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

**Funding Source:**

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

**Bi-State Development Agency  
Operations Committee Meeting  
Open Session Agenda Item  
October 14, 2022**

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

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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 authorize the President & CEO to enter into a contract with Knorr Brake Company (KBC) to provide Light Rail Vehicle Brake Caliper Overhaul Services for Bi-State Development.

**Background:**

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

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

**Analysis:**

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

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

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

**Committee Action Requested:**

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

**Funding Source:**

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

**Bi-State Development Agency  
Operations Committee  
Open Session Agenda Item  
October 14, 2022**

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

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**Objective:**

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

**Background:**

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

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

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

**Board Policy:**

The Collected Board Policies contain no provision applicable to the approval required for the Intergovernmental Agreement; however, Missouri Revised Statutes 70.220 and 70.230 require agreements between municipalities or other units of government to be approved by the Governing Board of such entity.

**Funding Sources:**

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

**Analysis:**

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

**Committee Action Requested:**

Management recommends the Bi-State Development (BSD) Operations Committee (Committee) accept, and refer to the BSD Board of Commissioners (Board) for approval, the attached Second Amendment to the Second Memorandum of Agreement between BSD and the City of St. Louis (City), to permit BSD to locate the Riverboats on the Riverboat Mooring Site, the Dock Barge on the Dock Barge Mooring Site, and the Heliport on the Heliport Site, for a period of five years, until December 31, 2027.

**Attachments:**

Attachment 1: Second Amendment to the Second Memorandum of Agreement

Attachment 2: Second Memorandum of Agreement

Attachment 3: Amendment to the Second Memorandum of Agreement

## **SECOND AMENDMENT TO THE SECOND MEMORANDUM OF AGREEMENT**

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

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

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

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

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

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

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

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

*Signature Page Follows*



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

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

THE CITY OF ST. LOUIS, MISSOURI

By: \_\_\_\_\_  
Name:  
Title:

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

ATTEST:

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

By: \_\_\_\_\_  
Name:  
Title:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Counselor

ATTEST:

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

**SECOND MEMORANDUM OF AGREEMENT**

**By and Between**

**THE CITY OF ST. LOUIS, MISSOURI**

**and**

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

**Dated as of December 31, 2011**

## **SECOND MEMORANDUM OF AGREEMENT**

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

### **WITNESSETH:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE I**

### **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Section 1.2. Rules of Interpretation.**

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

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

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

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

## **ARTICLE II**

### **REPRESENTATIONS**

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

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

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

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

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

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



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

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

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

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

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

### **ARTICLE III**

#### **MOORING RIGHTS AND ST. LOUIS RIVERFRONT IMPROVEMENTS**

##### **Section 3.1. Permit for Riverboat Mooring Site.**

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

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

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

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

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

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

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

### **Section 3.2. Permit for Dock Barge Mooring Site.**

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

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

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

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

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

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

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

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

### **Section 3.3. Permit for Heliport Site.**

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

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

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

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

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

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

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

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

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

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

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

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

### **Section 3.4. Municipal Purposes**

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

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

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

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

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

## **ARTICLE IV**

### **DEFAULT AND REMEDIES**

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

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

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

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

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

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

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

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

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

## **ARTICLE V**

### **ASSIGNMENTS**

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

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

## **ARTICLE VI**

### **MISCELLANEOUS PROVISIONS**

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

**(a) To the Agency:**

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

**(b) To the City:**

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

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



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

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

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

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

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

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

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

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

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

[Remainder of page left intentionally blank]

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

Executed by the City on December 31, 2011.

THE CITY OF ST. LOUIS, MISSOURI

Francis R. May  
Mayor

Deborah Green  
Comptroller

APPROVED AS TO FORM ONLY:

Pat Nagema  
City Counselor

ATTEST:  
James H. May  
Register

COMPTROLLER'S OFFICE  
DOCUMENT # 53067

[Remainder of page left intentionally blank]

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

Executed by the Agency on Dec. 14, 2011.

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

[SEAL]

ATTEST:

By [Signature]  
Name: John M. Nations  
Title: President and CEO

[Signature]  
Name:  
Title: General Counsel

[Remainder of page left intentionally blank]

**EXHIBIT A**

**Department of Streets Dock Barge Permit**

## **CONDITIONS FOR TEMPORARY MOORING ON THE RIVERFRONT**

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

### **DOCK BARGE PERMIT CONDITIONS**

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

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

**EXHIBIT B**

**Department of Streets Heliport Permit**



## **CONDITIONS FOR TEMPORARY MOORING ON THE RIVERFRONT**

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

## HELIPORT PERMIT CONDITIONS

10. Additionally, this permit contains the following conditions:

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

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

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

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

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

**EXHIBIT C**

**Department of Streets Riverboat Permit**

## **CONDITIONS FOR TEMPORARY MOORING ON THE RIVERFRONT**

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

### **RIVERBOAT PERMIT CONDITIONS**

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

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

## **AMENDMENT TO THE SECOND MEMORANDUM OF AGREEMENT**

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

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

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

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

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

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

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

*Signature Page Follows*



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

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

THE CITY OF ST. LOUIS, MISSOURI

By: \_\_\_\_\_  
Name:  
Title:

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

ATTEST:

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

By: \_\_\_\_\_  
Name:  
Title:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Counselor

ATTEST:

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

# Metro Service Performance Summary | July-August FY23

Bi-State Board of Commissioners Operations Committee Meeting: October 14, 2022

## SYSTEM PERFORMANCE

### Metro Transit Operations At-A-Glance



Total FY23 Performance Measures	MetroBus Fixed Route + Special Services	FY23 vs. FY22	MetroLink	FY 23 vs. FY22	Call-A-Ride	FY23 vs. FY22
System Ridership	2,120,500	9.4%	1,113,500	4.8%	59,439	(-6.0%)
Missouri	1,829,500	2.7%	858,200	3.2%	59,439	(-6.0%)
Illinois	291,000	21%	255,300	10.5%		
Revenue Miles	2,134,200	(-17%)	416,100	(-12%)	634,000	(-2.8%)
Revenue Hours	154,700	(-17%)	18,100	(-12%)	19,200	1.7%
On-Time Performance	86.0%	(-2.5%)	92.4%	(-5.5%)	92.9%	(-1.6%)
MetroBus + MetroLink 12-Month Rolling Average Fare	\$1.12	8.7%	Call-A-Ride 12-Month Rolling Average Fare		\$1.77	499%
Financials	Total FY23 Actual		Total FY23 Budget		Budget Adherence	
Expenses (Transit)	\$44,723,000		\$51,023,200		(-\$6,300,200)/(-12%)	
Passenger Revenue	\$3,784,400		\$3,363,600		(\$420,800)/(13%)	
Farebox Recovery Ratio	8.5%		6.6%		28%	

# Metro Service Performance Summary

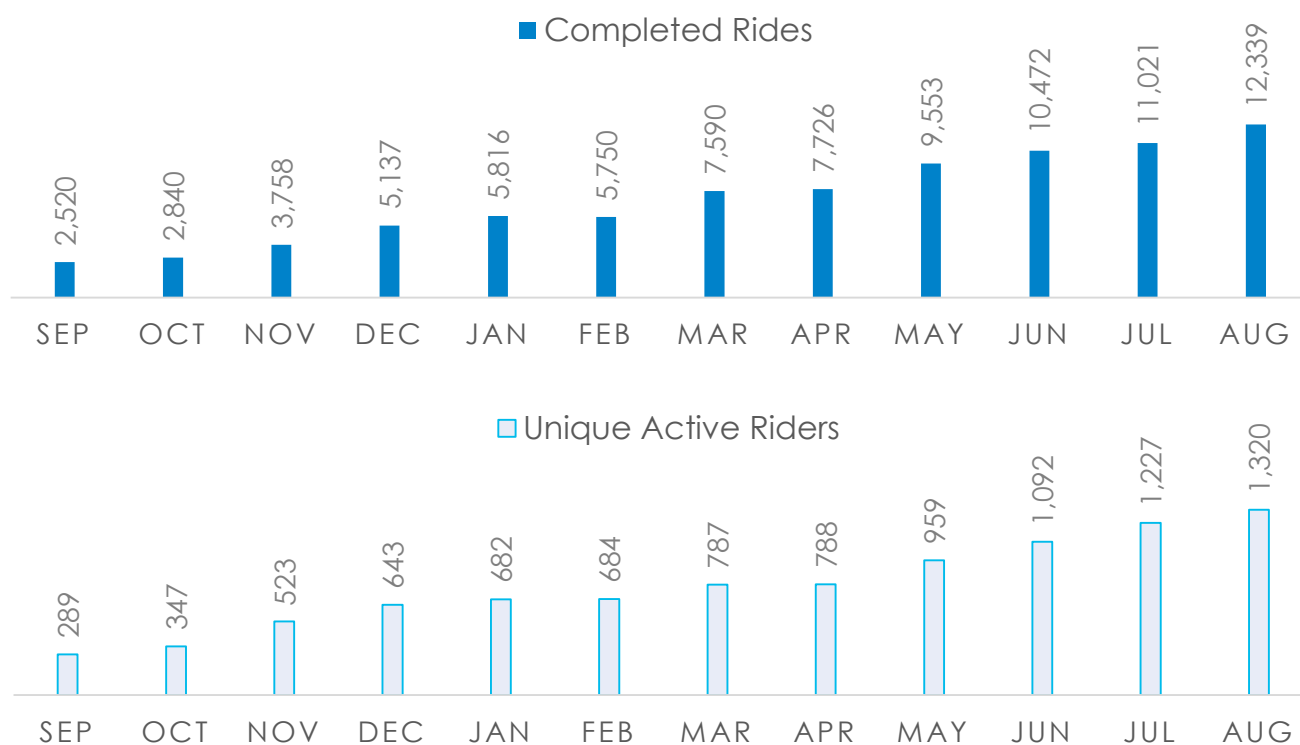
## Paratransit and On-Demand Via Metro Performance Trends



### Call-A-Ride Passenger Trip Requests, August, 2022

Passenger Trip Requests	# of Trips	Percent of Trip Requests
Scheduled and Made	31,152	61%
Cancelled by Passenger	6,301	12%
No-Shows	1,487	2.9%
Missed Trips	94	0.2%
Van Unavailable – Capacity Denial – ADA Riders	11,705	23%
Van Unavailable – Capacity Denial – NON ADA Riders	38	0.1%
Van Available – Adversarial Denial – All Riders	343	0.7%
Eligibility, Beyond Hours or Boundaries	23	0.0%
<b>Total Trip Requests</b>	<b>51,143</b>	<b>100.0%</b>

### Via Metro STL, Last 12 Months



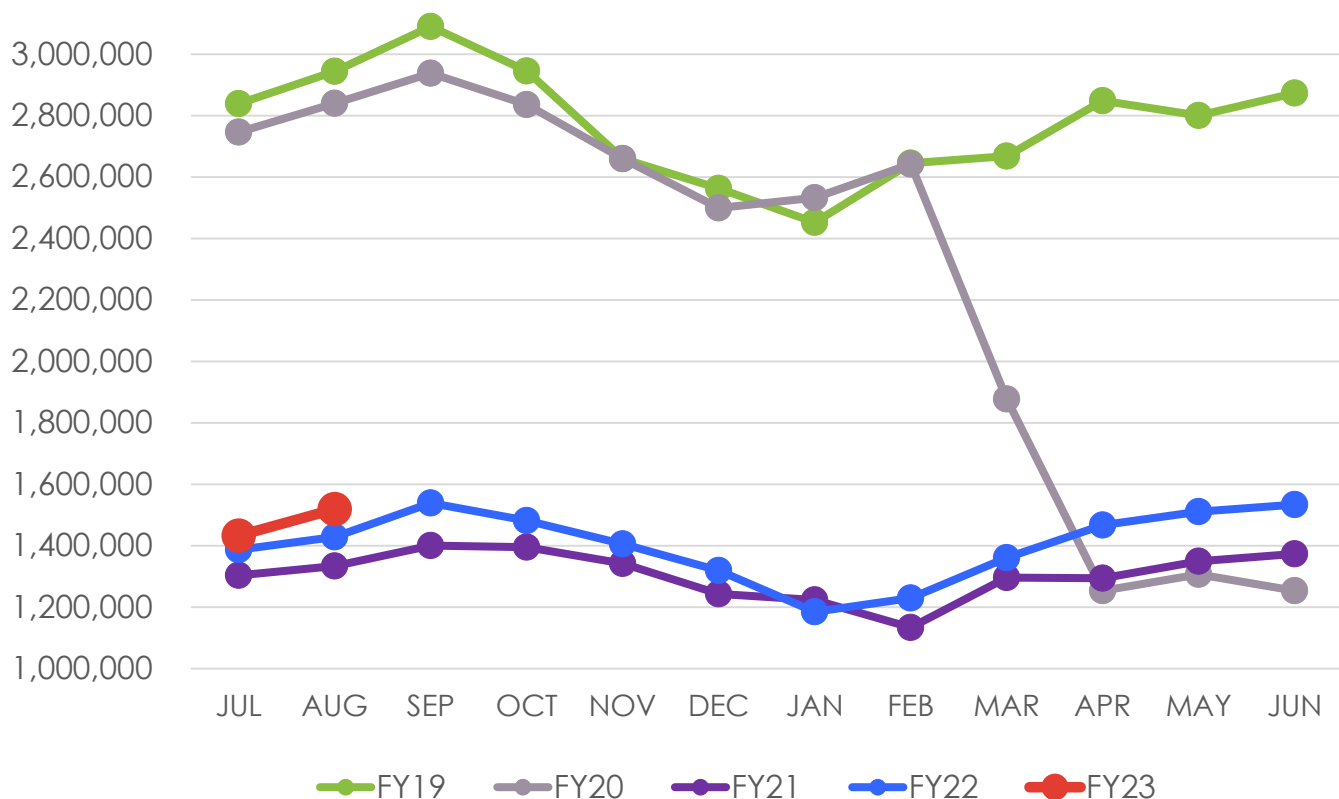
# Metro Service Performance Summary

## Overall Performance Trends



- The first quarter continues to outperform FY22 at a 6.3% standardized ridership gain relative to August 2021, positioning year-to-date gains at 4.8%. A flood on July 25 significantly impacted MetroLink (ML) and MetroBus (MB) services throughout August 2022. This challenge slowed MetroLink's ridership growth. The bulk ridership of fixed-route gains in August is attributed to MetroBus, with a significant jump in ridership on Illinois MetroBus.
- Given the considerable disruption to Operations, ridership growth after a catastrophic flood is remarkable. Nevertheless, overall recovery from the pandemic is slow. A recent report from the American Public Transit Association (APTA) saw national ridership trends that dipped to 10% to 40% of pre-pandemic levels, now rebounding to nearly 70% of pre-pandemic levels. In contrast, while Metro's ridership share at the start of the pandemic remained high compared to many peer agencies, over the last 12 months, Metro's fixed-route ridership levels still hover around 50% of pre-pandemic levels, with MB just over and MB just under. Call-A-Ride (CAR) carries about 62%.
- MB and ML peaked at 53% and 51% of pre-pandemic levels in the last quarter of FY22. However, gains in FY22 over FY21 did not penetrate the pre-pandemic share of passenger trips due to the low reset in base-ridership figures
- The most damaging factor limiting recovery on MB stems from the systemic labor force crisis. While MB service has curtailed missed trips to a relatively steady 3% of total service, this achievement comes from significant service cuts in MO (but not IL). The availability of MO bus operators is the chief factor preventing ridership recovery on Metro.
- Safety & service reliability is crucial for system success, particularly for a system that relies heavily on vehicle-to-vehicle connections and when service frequencies are low. An unreliable system erodes rider trust and quality of life and mounts pressure on our front-line and support staff with debilitating effects on morale. Potentially, these effects may also incur Title VI Civil Rights implications, especially when riders cannot easily access information about these disruptions promptly.
- Metro's on-demand services, primarily Via Metro STL, continue to grow to complement the fixed-route system providing vital support during service disruptions. Metro staff are exploring strategies to strengthen the transit network using these new tools. They also seek to engage more paratransit customers still suffering from acutely high denial rates, another casualty of the labor crisis.

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



## PERFORMANCE

### Metro Transit Workforce At-A-Glance

#### Sign-on and Retention Bonuses

- 500 new hires since sign-on bonus program began in 2021.
- 148 sign-on bonuses paid to date. (1<sup>st</sup> installments)
- 40 referral bonus payments made.

#### Recruiting & Training Capacity

- 2 classes per month scheduled for Call-A-Ride.
- 1 class every 8 weeks scheduled for MetroBus.

#### Recruitment Progress

- Monthly Open Houses for on-the-spot hiring events continue to attract candidates. BSD participating in other job fair and hiring events in the community:
- Marketing campaign started focused on CDL holders.
- Research for pre-employment assessment for Operators and others complete. Moving to RFP stage.
- Early stages of partnership with MO Public Transportation Association in development of apprenticeship programs.
- Developing realistic job preview options to improve quality of candidate experience and increase retention.

#### Status of Operations

MetroBus	2,147 missed trips in September due to workforce shortage. This is 2.4% of the total trips.
MetroLink	Zero missed trips. TSMs have supplemented service.
Call-A-Ride	12,795 denied boardings of the 49,792 trips requested in September. This is 25.70% of the total trips.
A MetroBus 5% reduction in service (frequency only) occurred 3/21/22 to minimize the number of missed trips based on workforce shortages. This schedule requires 636 operators to complete the routes.	

#### Recruiting & Training Pipeline (September)

	Applications Received	Candidates in Process	Candidates Scheduled for Training	Trainees in Process
MetroBus Operators	62	23	8	3
Call-A-Ride Operators	40	8	4	3
1A Mechanics	10	2	1	3
Electro-Mechanics	7	0	0	3
Electricians	10	0	1	2

#### Staffing Levels

	MetroBus Operators	MetroLink Operators	Call-A-Ride Operators	General Maintenance 1A Mechanics	Vehicle 1A Mechanics	MetroLink ElectroMechanics	Electricians
Budgeted Positions	789	102	201	46	226	42	60
Active Employees	619	87	133	37	195	30	47
Percent Shortage	21.55%	14.71%	33.83%	19.57%	13.72%	28.58%	21.67%