Notice of Meeting and Agenda

Bi-State Development
Operations Committee
Tuesday, May 16, 2017  8:00 a.m.

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

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

<table>
<thead>
<tr>
<th>Agenda</th>
<th>Disposition</th>
<th>Presentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Call to Order</td>
<td>Approval</td>
<td>Chairman Buehlhorn</td>
</tr>
<tr>
<td>2. Roll Call</td>
<td>Quorum</td>
<td>S. Bryant</td>
</tr>
<tr>
<td>3. Public Comment*</td>
<td>Information</td>
<td>Chairman Buehlhorn</td>
</tr>
<tr>
<td>4. Minutes from March 21, 2017, Operations Committee</td>
<td>Approval</td>
<td>Chairman Buehlhorn</td>
</tr>
<tr>
<td>5. Sole Source Contract Award: Diverging Approach, Inc., Signal Crossing Gate Arms and Flashers, Central Corridor Transits Enhancement and Job Access (CCTEJA) Project\</td>
<td>Approval</td>
<td>C. Poehler/ F. Bakarich/ L. Jackson</td>
</tr>
<tr>
<td>6. Memorandum of Agreement with the Loop Trolley Company, Inc. to Provide Trolley and Infrastructure Maintenance Support on the Loop Trolley System</td>
<td>Information</td>
<td>R. Friem / S. Grott</td>
</tr>
<tr>
<td>7. 3rd Quarter Operations Report and Capital Projects Update</td>
<td>Information</td>
<td>R. Friem</td>
</tr>
<tr>
<td>8. Metro Transit / Bi-State Development 2018 Projects, Initiatives, Visions</td>
<td>Information</td>
<td>R. Friem / Metro Transit Staff / Bi-State Development Staff</td>
</tr>
<tr>
<td>9. Unscheduled Business</td>
<td>Approval</td>
<td>Chairman Buehlhorn</td>
</tr>
<tr>
<td>10. Call of Dates for Future Committee Meetings</td>
<td>Information</td>
<td>S. Bryant</td>
</tr>
<tr>
<td>11. Adjournment to Executive Session:</td>
<td>Approval</td>
<td>Chairman Buehlhorn</td>
</tr>
</tbody>
</table>

If such action is approved by a majority vote of The Bi-State Development Agency’s Board of Commissioners who constitute a quorum, the Board may go into closed session to discuss legal, confidential, or privileged matters pursuant to Bi-State Development Board Policy Chapter 10, Section 10.080 (D) Closed Records: Legal under §10.080(D)(1); Real Estate under §10.080(D)(2); Personnel under §10.080(D)(3); Health Proceedings under §10.080(D)(4); Employee Negotiations under §10.080(D)(5); Data Processing. 
**Agenda**

| under §10.080(D)(6); Purchasing and Contracts under §10.080(D)(7); Proprietary Interest under §10.080(D)(8); Hotlines under §10.080(D)(9); Auditors under §10.080(D)(10); Security under §10.080(D)(11); Computers under §10.080(D)(12); Personal Access Codes under §10.080(D)(13); Personal Information under §10.080(D)(14); Insurance Information under §10.080(D)(15); Rail, Bus, or Facilities Safety and Accidents under §10.080(D)(16) or Protected By Law under §10.080(D)(17). |

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

4
BI-STATE DEVELOPMENT
OPERATIONS COMMITTEE MEETING
OPEN SESSION MINUTES
MARCH 21, 2017

Committee Members in Attendance
Michael Buehlhorn, Chairman
David Dietzel (absent)
Irina Golliday (absent)
Aliah Holman
Justin Zimmerman

Other Commissioners in Attendance
Vernal Brown (via phone)

Staff in Attendance
John Nations, President & CEO
Barbara Enneking, General Counsel and Deputy Secretary
Shirley Bryant, Certified Paralegal
Ray Friem, Executive Director Metro Transit
Larry Jackson, Executive Vice President for Administration
Barbara Georgeff, Director of Executive Services
Kathy Klevorn, Sr. Vice President, Chief Financial Officer
Lisa Burke, Executive Assistant
Mark Vago, Controller
Patti Beck, Director, Communications
Scott Grott, General Manager MetroLink
John Wagner, Director Research Institute
Kathy Brittin, Director, Risk Management, Safety & Claims
Richard Zott, Chief of Public Safety
Charles Clemins, Sr. Director Maintenance of Way
Jerry Vallely, External Communications Manager
Charles Stewart, Vice President Pension & Insurance
Jessica Mefford-Miller, Assistant Executive Director, Transit Planning & System Development
Virginia Alt-Hildebrandt, Manager Administrative Services
John Langa, Vice President Economic Development
Elizabeth Farr, Associate Project Manager – Economic Development
Steve Devore, Public Safety Officer
Kerry Kinkade, Vice President, Chief Information Officer
Jonathan Frederick, Director Accounting & Budget
Julianne Stone, Vice President Strategic Initiatives
Fred Bakarich, Director Engineering Systems
Matthew Hibbard, Social Media Communications Manager

Others in Attendance
None
1. **Call to Order**
   
   **8:00 a.m.** Chairman Buehlhorn called the Open Session Operations Committee Meeting to order at 8:00 a.m.
   
   Commissioner Buehlhorn introduced the newest Illinois Board member, Commissioner Justin Zimmerman, and welcomed him to the Board.

2. **Roll Call**
   
   **8:01 a.m.** Roll call was taken.

3. **Public Comment**
   
   **8:01 a.m.** Commissioner Buehlhorn did not call for public comment; however, for the record there was no public comment.

4. **Employee Recognition, Outstanding Employees Doing Outstanding Things**
   
   **8:02 a.m.** Ray Friem, Executive Director Metro Transit, stated that Public Safety Officer John Mitalovich, while on duty, observed a car accident which resulted in the vehicle catching fire. He contacted Dispatch advising them that there were three people in the car and requested police, fire and EMS to respond. He then turned his Public Safety vehicle around to block the road for safety and rushed to the car to help. He successfully carried a young child, a woman and a man to safety. Richard Zott, Chief of Public Safety, presented Officer Mitalovich with a commendation in recognition of his heroic actions in a dangerous situation.

5. **Minutes from January 20, 2017 Operations Committee**
   
   **8:03 a.m.** The January 20, 2017, Open Session Operations Committee Meeting minutes were provided in the Committee packet. A motion to approve the minutes was made by Commissioner Holman and seconded by Commissioner Brown. **Motion passed unanimously.**

6. **Contract Award: Elevator/Escalator Full Maintenance and Repair**
   
   **8:04 a.m.** The briefing paper regarding the contract award for Elevator/Escalator Full Maintenance and Repair was provided in the Committee packet. Larry Jackson, Executive Vice President of Administration, provided an overview. Bi-State Development (BSD) has twenty-seven (27) elevators and eight (8) escalators throughout the system that are required to be in continuous operation for customers and employees in accordance with American with Disabilities Act (ADA). The current elevator/escalator maintenance contract expires May 14, 2017. A Request for Proposal (RFP) was issued October 4, 2016, and three (3) responses were received. Following the individual evaluations, the recommendation was to award the contract to ThyssenKrupp Elevator (TKE). Management’s recommendation is for the Committee to approve and forward to the Board for final approval the contract award to TKE. A motion was made by Commissioner Holman and seconded by Commissioner Brown to approve this agenda item as presented in the briefing paper and forward to the Board for final approval. **Motion passed unanimously.**

7. **Sole Source Contract Award: Trapeze U.S.A., LLC, Automatic Vehicle Location Message Boards – Civic Center Transit Center**
   
   **8:05 a.m.** The briefing paper regarding the contract award to Trapeze U.S.A., LLC, (Trapeze) for Automatic Vehicle Location Message Boards – Civic Center Transit Center was provided in
the Committee packet. Larry Jackson, Executive Vice President Administration, provided an overview. The Computer Aided Dispatch/Automated Vehicle Location (CAD/AVL) equipment used with the transit management technology currently employed on MetroBus and existing transfer stations was supplied by Trapeze. The existing CAD/AVL infrastructure is a transit specific proprietary system; and only Trapeze equipment can be used with the Agency’s existing communications and data processing structures. Management’s recommendation is for the Committee to approve and forward to the Board for final approval a contract with Trapeze U.S.A., LLC. A motion was made by Commissioner Brown and seconded by Commissioner Zimmerman to approve this agenda item as presented in the briefing paper and forward to the Board for final approval. Motion passed unanimously.


8:07 a.m. The briefing paper regarding the contract modification for Jacobs Engineering, General On-Call (GEC) Design and Engineering Consultant Services – Jacobs Engineering Discipline Number 1 was provided in the Committee packet. Larry Jackson, Executive Vice President Administration, provided an overview. Bi-State Development (BSD) has many types of construction, maintenance, and casualty repair projects. In April 2016, BSD procured on-call services from qualified engineering firms. Access to various engineering firms allowed for faster responses to issues as they develop. Contracts were awarded to Jacobs Engineering, HNTB, Inc.; STV, Inc.; and Isis, Inc. to provide on-call services as an extension to the BSD engineering staff. The system experienced some unusual events in the areas supported by the Discipline 1 task orders awarded to Jacobs Engineering. The Agency anticipates that it will have many significant projects requiring support in the coming years and, as such, management believes that a contract increase in the engineering support provided by Jacobs is needed. Management’s recommendation is for the Committee to approve and forward to the Board to approve the request to modify the Jacobs Engineering contract for Architectural & Engineering Services. A motion was made by Commissioner Holman and seconded by Commissioner Zimmerman to approve this agenda item as presented in the briefing paper and forward to the Board for final approval. Motion passed unanimously.

9. **Non-Competitive (Sole Source) Procurement – MAC Products Overhead Conductor Rail Supplier – Union Station Tunnel Rehabilitation**

8:11 a.m. The briefing paper regarding the non-competitive sole source procurement for MAC Products Overhead Conductor Rail Supplier – Union Station Tunnel Rehabilitation was provided in the Committee packet. Fred Bakarich, Director Engineering Systems, provided an overview. Installation of a new Overhead Conductor Rail (OCR) system was completed in May 2016 on the Eads Bridge. The OCR system replaced the original fixed tension Overhead Catenary System (OCS) equipment. The OCR components were manufactured by Conductix, Inc. (Conductix), through an agreement with European owned RailTech, Inc., who developed and owns the proprietary design of the OCR system. Conductix is one of two known domestic OCR material suppliers that satisfy Federal Transit Administration (FTA) Buy America regulations. However, Conductix no longer manufactures RailTech proprietary OCR equipment. Therefore, MAC Products now is the only domestic manufacturer of RailTech OCR equipment. BSD wants to purchase the same OCR materials, including ancillary equipment for incorporation into the final product of the Union Station Tunnel Rehabilitation. Management’s recommendation is for the Committee to approve and forward to the Board for final approval the procurement of OCR.
material from MAC Products for the Union Station Tunnel Rehabilitation Project. A motion was made by Commissioner Holman and seconded by Commissioner Zimmerman to approve this agenda item as presented in the briefing paper and forward to the Board for final approval. Motion passed unanimously.

10. **Affiliation Agreement, Amendments to Bylaws, and Articles of Incorporation for Research Institute**

8:18 a.m. The briefing paper, Affiliation Agreement, Articles of Incorporation, and Amendments to Bylaws were included in the Committee packet. John Wagner, Director Bi-State Development Research Institute, provided an overview. The Bi-State Development Research Institute (the "Institute") received a 501(c)(3) Federal income tax exemption status from the Internal Revenue Service (IRS) on November 25, 2014. The Institute's involvement in a number of new grant opportunities, warranted a review of its Articles of Incorporation and the Bylaws. The review was to determine if the needs of the Institute and its anticipated operations, administration, and management were met. Amendments to these governing documents required approval from the Research Institute Board of Directors, as was done on February 10, 2017, and the BSD Board of Commissioners. Amending the Articles of Incorporation and the Bylaws would allow the Institute to work on a broader range of activities such as the implementation of a Food Kiosk Program. The amendments to the Bylaws would allow the Board of Directors of the Institute and the Executive Committee of the Board to approve, by unanimous written consent, items electronically or by mail; and make the BSD Board of Commissioners Chair, Vice Chair, the President & CEO, and the General Counsel ex officio Directors of the Institute’s Board. This would provide a greater continuity and connection between BSD and the Institute. Lastly, the Affiliation Agreement outlines the cooperative services BSD provides to the Institute such as office space, financial services, marketing, employees to operate the Institute, etc. Some discussion followed regarding the reason for initially filing as a Nonprofit Corporation under the laws of the State of Illinois. Management’s recommendation is for the Committee to approve and forward to the Board for final approval the amendments to the Articles of Incorporation and Bylaws of the Bi-State Development Research Institute; and to approve an Affiliation Agreement between BSD and the Research Institute. A motion was made by Commissioner Holman and seconded by Commissioner Zimmerman to approve this agenda item as presented in the briefing paper and forward to the Board for final approval. Motion passed unanimously.

11. **2nd Quarter Operations Report and Capital Projects Update**

8:22 a.m. The 2nd Quarter Operations Report and Capital Projects Update was provided in the Committee packet. Ray Friem, Executive Director Metro Transit, provided a brief overview. There was an error identified in the Financial Report, Table 1, FY2017 Actual and FY2017 Budgeted. The expenses for the 2nd Quarter FY17 were $103 million with a budgeted amount of $116 million for FY17, and $104.8 million in FY16. During the course of the year, the financials are expected to be below budget by $4 million due to St. Louis County directly funding the police efforts. The rate of ridership slowed some in the 2nd Quarter of FY17 for MetroBus and MetroLink. Ridership for Call-A-Ride was down for the 2nd Quarter primarily due to lower contract trips provided through Medicare. There was a slight service increase over the prior fiscal year due to the implementation of a new service plan in support of the new North County Transit Center. There was a slight decrease in valid security complaints in the 2nd Quarter FY17 compared to the same period in FY16. The complaints continue to increase year to date for FY17. On time performance is stable or improving for all modes. As a result, there were lower
complaint rates experienced by MetroLink and Call-A-Ride through the 2nd Quarter. The Call Center continues to have significantly less call volume since the introduction of real time information apps to the public; and the percentage of calls answered increased as a result.

John Nations, President & CEO, introduced some management staff to Commissioner Zimmerman and asked Jessica Mefford-Miller, Assistant Executive Director Transit Planning & System Development, to explain her duties to the Commissioner. Ms. Mefford-Miller provided a detailed description of her job duties and the work her department does.

Mr. Friem continued his presentation and distributed a transit ridership chart showing ridership nationwide is decreasing. While ridership is down nationwide, Metro continues to search for actionable things that can help increase ridership; one of which was to conduct regional research. A full regional research report will be presented to the Committee in May. Some discussion followed regarding the efforts being made by the planning and marketing departments highlighting the information obtained through the research activities. Mr. Friem also discussed the Key Capital Projects Status report.

12. Unscheduled Business
8:44 a.m. John Nations, President & CEO, informed the Committee that in February 2017, he attended the APTA Annual Transit CEO Conference, and the topic of ridership trends dominated the discussions. Ridership loss is not just a St. Louis problem, it is an issue across the country and has gained a lot of attention industry wide. He recently met with officials at Cortex, and they were very complimentary about Ray Friem and Fred Bakarich regarding the ongoing work at the Boyle Avenue MetroLink Station, more commonly referred to as the Cortex Project.

13. Call of Dates for Future Committee Meetings
8:44 a.m. The Committee was advised of upcoming meetings as follows:

Audit, Finance & Administration Committee: Friday, March 24, 2017, 8:00 a.m.
Board Meeting: Friday, April 28, 2017, 8:00 a.m.
Operations Committee: Tuesday, May 16, 2017, 8:00 a.m.

14. Executive Session - If such action is approved by a majority vote of the Bi-State Development Agency’s Board of Commissioners who constitute a quorum, the Board may go into closed session to discuss legal, confidential, or privileged matters pursuant to Bi-State Development Board Policy Chapter 10, Section 10.080(D) Closed Records; Legal under § 10.080(D)(1); Real Estate under §10.080(D)(2); Personnel under § 10.080(D)(3); Health Proceedings under §10.080(D)(4); Employee Negotiations under § 10.080(D)(5); Data Processing under § 10.080(D)(6); Purchasing and Contracts under § 10.080(D)(7); Proprietary Interest under § 10.080(D)(8); Hotlines under § 10.080(D)(9); Auditors under § 10.080(D)(10); Security under § 10.080(D)(11); Computers under § 10.080(D)(12); Personal Access Codes under § 10.080(D)(13); Personal Information under § 10.080(D)(14); Insurance Information under § 10.080(D)(15); Rail, Bus, or Facilities Safety and Accidents under § 10.080(D)(16) or Protected by Law under § 10.080(D)(17).
8:45 a.m. Pursuant to the requirements of Bi-State Development Board Policy, Chapter 10, Section 10.080(D); (1); (7); (11); and (17), Chairman Buehlhorn requested a motion to allow the Committee to go into closed session. A motion to go into Executive Session was made by
Commissioner Holman and seconded by Commissioner Brown. A roll call vote was taken, and the Commissioners present, Holman, Buehlhorn, Zimmerman, and Brown voted to approve this agenda item. **Motion passed unanimously, and the Open Session meeting was adjourned at 8:45 a.m.**

Deputy Secretary to the Board of Commissioners
Bi-State Development
From: Christopher C. Poehler, Assistant Executive Director Engineering Systems
Subject: Sole Source Contract Award: Diverging Approach, Inc., Signal Crossing Gate Arms and Flashers, Central Corridor Transit Enhancement and Job Access (CCTEJA) Project
Disposition: Approval
Presentation: Christopher C. Poehler, Assistant Executive Director Engineering Systems; Frederick J. Bakarich, Director Engineering Systems; Larry B. Jackson, Executive Vice President Administration

Objective:

To present to the Operations Committee for discussion and referral to the Board of Commissioners a request to award a sole-source contract to Diverging Approach, Inc. The Central Corridor Transit Enhancement and Job Access (CCTEJA) Project requires the purchase of crossing gate arms and flashers for the relocated at-grade crossings at Boyle Avenue and Sarah Street.

Board Policy:

Board Policy Chapter 50.010, Section E.1.b., The Board of Commissioners shall approve Non-Competitive procurements exceeding $100,000.

It is the policy of Bi-State Development to conduct all procurements in a manner which fosters full and open competition. In some cases, competition is not feasible or practical. Sole source procurements totaled 8.9% of all procurements over the last four quarters.

Funding Source:

This project is 70% funded through Transportation Investment Generating Economic Recovery (TIGER) grant MO-79-X004, with 30% local match provided by the consortium of Cortex, the St. Louis Development Corporation (SLDC), Metropolitan Park and Recreation District d/b/a The Great Rivers Greenway District (GRG), BJC Health System (BJC), and the Washington University (WU), collectively defined and referred to as the Funding Partners, pursuant to the Memorandum of Agreement executed between Bi-State Development (BSD) and the Funding Partners for the purpose of implementing the CCTEJA, on September 14, 2015.

Background:

In June 2014, the Citizens for Modern Transit (CMT), with input from Metro, published the Central Corridor Transit Access Study. The study sought to identify the role of transit in the Central Corridor region and analyze the feasibility of a range of transit improvements aimed at supporting broad economic development goals. The construction of a new MetroLink Station within the Cortex Development District emerged as the recommended course of action in support of the stated goal. Following the study recommendation, Metro submitted an application for discretionary
Federal TIGER grant funding to the United States Department of Transportation for the design and construction of the CCTEJA project, which included the construction of a new MetroLink Station between Boyle Avenue and Sarah Street, the extension of the existing Central West End Station platform, and construction of a multi-use bicycle and pedestrian greenway between Boyle Avenue and Sarah Street. In September 2014, Metro was notified by the United States Department of Transportation that it would be awarded Federal TIGER grant funding in the amount of $10.3 million dollars, toward the implementation of the project. On September 14, 2015, a Memorandum of Agreement was executed with the Funding Partners securing the needed local match portion of the project. On September 15, 2015, the subject TIGER grant agreement was executed with the Federal Transit Administration (FTA) Region VII for the $10.3 million in Federal funding awarded to the CCTEJA project.

Construction of the new MetroLink Station east of Boyle Avenue requires realignment of the existing MetroLink tracks. The realignment subsequently impacts the existing grade crossings at Boyle Avenue and Sarah Street. Metro sought to procure the signal gate crossing arms and flashers in advance of the Signal Package contract. On March 1, 2017, BSD Procurement advertised the solicitation for the signal equipment. BSD Procurement confirms that the solicitation for the equipment was viewed electronically by eighteen (18) vendors. One (1) proposal was received to supply the equipment from Diverging Approach, Inc., in the amount of $242,400.00. Metro’s independent cost estimate for the equipment was $233,920.00.

**Analysis:**

Diverging Approach, Inc.’s proposal to provide the signal equipment satisfies the terms and conditions of the solicitation, and is within 5% of Metro’s independent cost estimate. The proposal is therefore deemed fair and reasonable.

**Committee Action Requested:**

Management recommends that the Operations Committee approve and forward to the Board of Commissioners for approval the request to award a sole source contract for the purchase of crossing gate arms and flashers to Diverging Approach, Inc., in an amount not to exceed $242,400.00.
Open Session Item
6
Objective:

To provide the Operations Committee with an overview and understanding that Bi-State Development’s Enterprise, Metro Transit, is negotiating a Memorandum of Agreement (MOA) with the Loop Trolley Company, Inc. (LTC), a not-for-profit operations and maintenance contractor for the Loop Trolley Transportation Development District (LTTDD) to provide trolley and infrastructure maintenance support on the Loop Trolley System (LTS).

Board Policy:

No Board Policy applies.

Funding Source:

LTC will reimburse Metro for all hours billed per the MOA.

Background:

The Loop Trolley Transportation Development District constructed and owns a 2.2 mile heritage trolley system within the cities of St. Louis, Missouri and University City, Missouri, referred to as the Loop Trolley System. The LTTDD expects to begin revenue service of the Loop Trolley operation in the summer of 2017. The LTTDD has contracted with the Loop Trolley Company, a Missouri not-for-profit corporation, to operate and maintain the LTS.

While the LTC expects to employ a small staff to maintain trolleys and infrastructure, LTC has determined that certain maintenance and repair activities may require specialized skills and facilities beyond the capacity of the LTC, and will outsource certain specialized maintenance and repair activities. Due to Metro’s locally unique experience maintaining and repairing a fleet of rail vehicles and related rail infrastructure, LTC has requested that Metro provide certain specialized maintenance and repair services. Metro and the LTC are entering into an Agreement to utilize some of Metro’s transit resources for the maintenance and repair of certain LTC vehicles and infrastructure.

Analysis:

Metro staff continues to assist LTC staff in developing maintenance plans and schedules based on original equipment manufacturer recommendations, industry standards, and experience. Once the maintenance plans are finalized, Metro and LTC will finalize a scope of maintenance services, based on available resources and budget.
As part of the MOA, Metro is proposing a rate schedule that will fully reimburse to Metro the cost of labor, equipment, material, and general and administrative costs that are utilized in the support of the Loop Trolley System maintenance.

**Committee Action Requested:**

No action required, for information only.

Attachment: Draft Memorandum of Agreement
MEMORANDUM OF AGREEMENT

By and Between

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

and

THE LOOP TROLLEY COMPANY

Dated as of _______________________

Contract # ____________________
MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (the “Agreement”) is dated as of XXXX, 2017, by and between THE LOOP TROLLEY COMPANY, a Missouri not-for-profit Corporation (“LTC” or “Loop Trolley Company”), and THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-Illinois Metropolitan District (“Metro”), an interstate transportation authority created by Section 70.370 et seq. of the Missouri Revised Statutes and Chapter 1 Section 63r-l et seq. of the Illinois Compiled Statutes as a body politic and corporate (jointly referred to herein as the "Compact").

WITNESSETH:

WHEREAS, the Loop Trolley Company, as a Missouri not-for-profit corporation is authorized to enter into contracts with Metro and others in order to carry out the purposes set out in the LTC’s Articles of Incorporation; and, to contract and be contracted with; to do all things whatsoever expedient for the operation of a public not-for-profit trolley line in the City of St. Louis and St. Louis County; and is authorized to conduct any activity permitted by a Missouri nonprofit corporation;

WHEREAS, Metro is authorized to plan, construct, operate and maintain passenger transportation facilities and rail terminal facilities; to disburse funds for its lawful activities; to contract and be contracted with; and to perform all other necessary and incidental functions;

WHEREAS, pursuant to such authority, Metro operates and maintains a light rail transit system, including a fleet of rail transit vehicles, and the infrastructure necessary to operate the rail transit system, which includes preventive maintenance and repairs to such vehicles and infrastructure;

WHEREAS, the Loop Trolley Company is responsible for the operation and maintenance of a historic trolley line, including trolley vehicles;

WHEREAS, the Loop Trolley Company operates a maintenance facility and employs a small staff to maintain trolleys and infrastructure;

WHEREAS, the Loop Trolley Company has determined that certain maintenance and repair activities may require specialized skills and facilities that are beyond the capacity of the organization;

WHEREAS, it is cost-effective and beneficial to the Loop Trolley Company to outsource certain specialized maintenance and repair activities;

WHEREAS, Metro has experience in maintaining and repairing a fleet of public vehicles and related infrastructure;

WHEREAS, both Metro and the Loop Trolley Company have the authority to cooperate with one another for furtherance of their purposes; and

WHEREAS, Metro and the Loop Trolley Company are entering into the Agreement to provide for Metro’s maintenance and repair of Loop Trolley Company vehicles and infrastructure.

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 this Agreement shall have the following meanings:

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

"Agreement Term" means the term of this Agreement as provided in Section 7.6.

"Authorized Agency Representative" means the {position title(s) to be provided by Metro} or such other person at the time designated in writing to act on behalf of Metro.

"Authorized LTC Representative" means the Director of Operations, Maintenance Leader, the Executive Director or such other person at the time designated in writing to act on behalf of the LTC.

"Compact" means the compact between the States of Missouri and Illinois pursuant to which Metro was organized and created as a body politic and corporate authorized by Section 70.3 70 et seq. the Missouri Revised Statutes and Chapter 127, Section 63r-l et seq. of the Illinois Compiled Statutes and as ratified the United States Congress.

“LTC” means the Loop Trolley Company, Inc. a Missouri not-for-profit corporation.

"Metro" means The Bi-State Development Agency of the Missouri-Illinois Metropolitan District, doing business as Metro, an interstate transportation authority created by Section 70.370 et seq. of the Missouri Revised Statutes and Chapter 127, Section 63r-l et seq. of the Illinois Compiled Statutes as a body corporate and politic, and its successors and assigns.

"Resolution" means one or more to be adopted by the Metro Board of Commissioners to provide for the authorization of this Agreement.
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 Metro. Metro makes the following representations as the basis for the undertakings on its part herein contained:

(a) Metro is an interstate transportation authority created by and pursuant to the Compact as a body corporate and politic.

(b) Metro 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, Metro been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

(c) Beyond initial approval, 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 Metro 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 Metro is a party or by which it, or any of its property, is bound, or Metro’s Compact or Bylaws, or any order, rule or regulation applicable to Metro or any if its property by 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 Metro under the terms of any instrument or agreement to which Metro is party.

Section 2.2. Representations by the Loop Trolley Company. LTC makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Loop Trolley Company, is a currently registered Missouri public benefit corporation.
(b) The Loop Trolley Company. has lawful power and authority to enter into this Agreement and to carry out its obligations hereunder. By proper action of its Board of Directors, the LTC has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

(c) No further actions or approvals 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 Loop Trolley Company 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 LTC is a party or by which it or any of its property is bound, or any order, rule or regulation applicable to the LTC 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 LTC under the terms of any instrument or agreement to which the LTC is a party.

ARTICLE III

IMPLEMENTATION AND SERVICES

Section 3.1. Preventive Maintenance, Scheduled Repairs, and Breakdown and Emergency Repairs Trolley and Trolley Rail Systems: Preventive maintenance, scheduled repairs, and breakdown, and emergency repairs will be performed as follows:

3.1.a. Loop Trolley Fleet. The LTC plans to employ technicians to perform routine preventive maintenance and standard breakdown repairs on the trolley fleet. A schedule of additional preventive maintenance and breakdown repairs for the LTC Trolley Fleet will be performed by Metro on the LTC Fleet as mutually agreed to by the parties and as delineated in EXHIBIT B, "Fleet Preventive Maintenance Schedule."

The Fleet Preventive Maintenance Schedule may be modified from time to time by the LTC. Changes will be approved by both Parties.

Metro may be requested to provide on-call breakdown and emergency service for the LTC Fleet.

3.1.b. Loop Trolley Rail Systems. The Loop Trolley Company does not plan to initially employ personnel who might be fully qualified to maintain and repair certain trolley rail systems necessary to operate trolley service; such trolley rail systems include: track, track switches; all elements of the traction power system, including: trolley wire and support hardware, power switches, traction power substations; and other equipment. Preventive maintenance on LTC trolley rail systems will be performed by Metro as needed and mutually agreed to by the parties and as delineated in EXHIBIT C, "Trolley Rail Systems Preventive Maintenance Schedule." The Trolley Rail Systems Preventive Maintenance Schedule may be modified from time to time by the LTC. Changes will be approved by both Parties.

Additionally, Metro will provide on-call breakdown and emergency services for trolley rail systems as described above. On-call breakdown and emergency services will be prioritized and
Section 3.2. Efficient Delivery of Services. The LTC recognizes that Metro resources may at times be unavailable, including for on-call breakdown and emergency service, due to requirements to maintain and repair the MetroLink light rail system. Metro will make every effort to meet the preventative maintenance schedule, and to promptly respond to emergencies.

Section 3.3. Notification Method. The LTC with consultation with Metro will develop a method of notification and maintain a contact list as necessary to ensure efficient and effective performance of these services.

Section 3.4. Maintenance Service Charges. Metro agrees to provide qualified personnel necessary to provide the services outlined in Subsections 3.1.a and 3.1.b (above). Metro will bill the Loop Trolley Company, and the LTC has agreed to pay, at the rates for labor, vehicles and equipment as set out in EXHIBIT A for each hour of work by a Metro employee performing the above listed work on LTC trolleys, trolley rail systems, and equipment. Metro and the LTC will mutually agree upon a suitable and verifiable method of requesting and documenting employee work time utilized for billable work. The parties understand that the listed hourly rate includes an allocated cost for benefits, and overhead, including indirect management, and administrative expenses. The overtime rate is applicable when an employee, assigned to perform tasks on the Loop Trolley, is subject to overtime pay as defined by the applicable Metro bargaining agreement, or the Metro compensation policy. Metro will charge the LTC, and the LTC has agreed to pay, for such overtime work at the overtime rate for each job class set out below for each hour of overtime work performed.

Metro will charge the LTC, and the LTC has agreed to pay, for vehicles and equipment utilized by Metro crews during maintenance or repair activities performed for LTC. Billing rates for vehicles and equipment are listed in EXHIBIT A. Hand tools utilized by Metro will be provided at no additional charge, unless otherwise agreed to by both Parties.

Section 3.5. Parts. The LTC agrees to pay Metro the cost of all parts purchased to maintain or repair the LTC Trolleys, Trolley Rail Systems and other equipment, plus an additional 15%. The LTC may direct Metro to purchase parts from the supplier of the LTC's choice; however, Metro will procure parts for the LTC Fleet and equipment from Metro's normal supplier, unless otherwise expressly requested by the LTC. Metro agrees to use the LTC's stock of repair parts, if any, at no charge, until that stock is depleted.

Section 3.6. Subcontractor Markup. Metro does not have the expertise or equipment for some repair activities (i.e. track replacements or repairs, UT Testing of rail, geometry testing of rail, and other specialized testing or repairs). The LTC may choose to contract directly with vendors or contractors that can perform these tasks. If the LTC chooses to direct Metro to subcontract for these activities, the LTC agrees to pay Metro Subcontractor costs plus a 15% markup.

Section 3.7. Prior Notification and Approval. If a repair activity is estimated to exceed $5,000 for an individual repair, including parts and labor, it constitutes a major repair and Metro shall receive written authorization from the LTC Representative before proceeding. For emergency repairs, e.g. damaged catenary systems, track defect, derailment, or accident, the LTC Representative may grant verbal authorization to Metro to perform repairs. For these emergency repairs Metro will provide the
LTC an estimated cost of repairs within five (5) working days following completion of the repair work.

Metro also agrees to provide an estimated cost to the LTC, which the LTC will approve, before performing any body work or painting. In addition, Metro agrees to notify the LTC Representative of any vehicle in the LTC Fleet which will be out of service for more than three days.

Section 3.8. Reworks. In the event a rework is necessary due to a part provided by Metro, Metro agrees to make every effort to recoup all costs possible from the part supplier. However, the balance will be the responsibility of the LTC, and Metro will bill the LTC for such costs. The cost of any rework due to the workmanship of Metro employees will be the responsibility of Metro.

Section 3.9. The LTC and Metro will develop a shared procedure for documenting and recording all work, including the status of all pending jobs, satisfactory completion of work, costs of parts and labor, and all hours worked on each job.

Section 3.10. Invoicing and Payment. Metro will invoice the LTC monthly for the work performed under the Agreement. The LTC agrees to identify any discrepancies within 15 days of receipt of the invoice from Metro and to pay Metro within 30 days of resolution.

ARTICLE IV
TERMINATION

Section 4.1. Either Party for its convenience, and without cause or for any reason whatsoever, may terminate this Agreement by providing written notice of termination, sent certified mail, return receipt requested, to the other Party at least 120 days in advance of the effective date of the withdrawal.

The termination of this Agreement shall not affect any of the Parties' rights or obligations, including any rights or obligations of a withdrawing Party, that are expressly intended to survive termination.

ARTICLE V
DEFAULT AND REMEDIES

Section 5.1. 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 LTC's part to be observed or performed, and the continuance of such default for 15 days after Metro has given to the LTC written notice specifying such default, or such longer period as shall be reasonably required to cure such default, provided that (i) the LTC has commenced such cure within said 15-day period, and (ii) the LTC diligently cure to completion; or
(b) Default in the due observance or performance of any other covenant, agreement, obligation or provision of this Agreement on Metro's part to be observed or performed, and the continuance of such default for 15 days after the LTC has given to Metro written notice specifying such default, or such longer period as shall be reasonably required to cure such default, provided that (i) Metro has commenced such cure within said 15-day period, and (ii) Metro diligently prosecutes such cure to completion.

Section 5.2. Remedies on Default. If any Event of Default has occurred and is continuing, Metro or the LTC may, at such party’s election, take any of 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 LTC or Metro, 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 action at law or in equity to enforce this Agreement.

Section 5.3. Rights and Remedies Cumulative. The rights and remedies reserved by Metro and the LTC 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. Metro and the LTC 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 5.4. 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 VI

ASSIGNMENTS

Section 6.1. No Assignment. Neither party to this Agreement shall assign the Agreement as a whole or in 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.

Section 6.2. 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 VII

MISCELLANEOUS PROVISIONS

Section 7.1. 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 Metro:

Bi-State Development Agency of the
Missouri-Illinois Metropolitan District
211 North Broadway, Suite 700
St, Louis, Missouri 63102
Attention: Raymond Friem, Executive Director - Transit Services

(b) To the LTC:

Loop Trolley Company
Maintenance & Storage Facility
5875 Delmar Blvd.
St. Louis, Missouri 63112
Attention: Les Sterman, Board Chair

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. Metro and the LTC 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 7.2. INDEMNIFICATION AND IMMUNITY

**Indemnification of Metro by the Loop Trolley Company.** To the fullest extent permitted by applicable law, and as between Metro and the Loop Trolley Company only, the Loop Trolley Company shall indemnify, defend and hold harmless Metro, its Commissioners, officers, officials, agents and employees from and against any and all claims, suits, actions, judgments, fines, penalties, loss, damage, cost, or expense, whether direct or indirect, due to bodily injury or personal injury, death, sickness or property damage (including loss or use thereof) arising out of the actions of the Loop Trolley Company, its officers, employees or agents acting within the scope of their employment, occasioned by an intentional act or the negligence of the Loop Trolley Company, its officers, agent or employees; provided, however, that such indemnification shall not apply to the extent any such claim shall result from the negligence or intentional acts of Metro, its Commissioners, employees, officers or agents.

**Indemnification of the Loop Trolley Company by Metro.** To the fullest extent permitted by applicable law, and as between Metro and the Loop Trolley Company only, Metro shall indemnify, defend and hold harmless the Loop Trolley Company, its officers, employees and agents from and against any and all claims, suits, actions, judgments, fines, penalties, loss, damage, cost, or expense, whether direct or indirect, due to bodily injury or personal injury, death, sickness or property damage (including loss or use thereof) arising out of the activities of Metro, its officers, employees or agents acting within the scope of their employment, occasioned by an intentional act or the negligence of Metro, its officers, agent or employees; provided however, that such indemnification shall not apply to the extent that any such claim shall arise from negligence or intentional act(s) of the Loop Trolley Company or its agents or employees.

Such obligations shall not be construed to waive, negate, abridge, or reduce, other rights or
obligations of indemnity, which would otherwise exist as to either the Loop Trolley Company or Metro, nor shall this be construed or interpreted to waive, negate, abridge or reduce the sovereign immunity of Metro and the immunity of their agents, officer and employees.

**Insurance and Self-Insurance.** It is hereby understood and acknowledged that Metro is self-insured for purposes of general liability, commercial general liability, automobile liability, professional liability, and workers compensation/employer liability. Metro will maintain "All Risk" Property Insurance, subject to a deductible of $250,000 per occurrence, to cover rolling stock of the Loop Trolley Company while such rolling stock is located at a Metro Facility.

**Section 7.3. 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 the Loop Trolley Company or Metro 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 7.4. 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 7.5. 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 7.6. Agreement Term.** This Agreement shall be in effect from and after its execution by all the parties and shall remain in effect until June 30, 2020. Metro shall notify the LTC sixty (60) days prior to any cost adjustments. Costs may not be adjusted more frequently than once per year. Within sixty (60) days following the first anniversary of the execution of the Contract, both parties will review the terms and scope of the Contract to determine if modifications are warranted.

**Section 7.7. 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.

**ARTICLE VIII**

**UNAUTHORIZED ALIEN EMPLOYEE**

**Section 8.1. Unauthorized Alien Employee.** Of this contract or grant, pursuant to the provisions 285.555 of the Revised Statutes Missouri as amended, by sworn affidavit and provision of documentation, EXHIBIT D, its enrollment and participation a federal work authorization program with respect to the employees working in connection with this Agreement. Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with this Agreement pursuant to the above-stated Statutes.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or officials.

Executed by Metro on ________________________, 2017

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

By: [SEAL]
Name: John M. Nations
Title: President & CEO

Executed by the Loop Trolley Company on _____________________, 2017

The Loop Trolley Company

By: __________________________
Name: Les Sterman
Title: President
### EXHIBIT A

#### LABOR RATES and VEHICLE & EQUIPMENT RATES

<table>
<thead>
<tr>
<th>Job Class</th>
<th>Hourly Base Rate</th>
<th>Hourly Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Utility Worker</td>
<td>$40.00</td>
<td>$55.00</td>
</tr>
<tr>
<td>Truck Driver</td>
<td>$50.00</td>
<td>$65.00</td>
</tr>
<tr>
<td>Track Maintainer</td>
<td>$55.00</td>
<td>$70.00</td>
</tr>
<tr>
<td>General Maintenance Mechanic</td>
<td>$60.00</td>
<td>$75.00</td>
</tr>
<tr>
<td>Electromechanic</td>
<td>$60.00</td>
<td>$75.00</td>
</tr>
<tr>
<td>Traction Power Electrician</td>
<td>$65.00</td>
<td>$80.00</td>
</tr>
<tr>
<td>Facilities Electrician</td>
<td>$65.00</td>
<td>$80.00</td>
</tr>
<tr>
<td>Rail Facility Supervisor</td>
<td>$75.00</td>
<td>$95.00</td>
</tr>
<tr>
<td>Track (Rail ROW) Supervisor</td>
<td>$80.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>LRV Maintenance Supervisor</td>
<td>$80.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Traction Power Supervisor</td>
<td>$80.00</td>
<td>$100.00</td>
</tr>
</tbody>
</table>
### Vehicle and Equipment Rates (Year 1):

<table>
<thead>
<tr>
<th>Vehicle or Equipment Type</th>
<th>Rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boom Truck</td>
<td>$75.00</td>
</tr>
<tr>
<td>Bucket Truck</td>
<td>$75.00</td>
</tr>
<tr>
<td>Pickup Truck</td>
<td>$40.00</td>
</tr>
<tr>
<td>Rail Boom Truck</td>
<td>$75.00</td>
</tr>
<tr>
<td>Flatbed Truck</td>
<td>$50.00</td>
</tr>
<tr>
<td>Rail Welding Truck</td>
<td>$50.00</td>
</tr>
<tr>
<td>Utility Truck</td>
<td>$50.00</td>
</tr>
<tr>
<td>Utility Van</td>
<td>$40.00</td>
</tr>
<tr>
<td>Rerailing Truck</td>
<td>$75.00</td>
</tr>
<tr>
<td>Backhoe</td>
<td>$45.00</td>
</tr>
<tr>
<td>Skidsteer</td>
<td>$30.00</td>
</tr>
<tr>
<td>Air Compressor</td>
<td>$25.00</td>
</tr>
<tr>
<td>Wire Trailer</td>
<td>$30.00</td>
</tr>
<tr>
<td>Misc Hyrail Trailer</td>
<td>$30.00</td>
</tr>
<tr>
<td>Misc Trailer</td>
<td>$20.00</td>
</tr>
</tbody>
</table>

(Sec. 7.6) Costs may not be adjusted more frequently than once per year. Within sixty (60) days following the first anniversary of the execution of the Contract, both parties will review the terms and scope of the Contract to determine if modifications are warranted.
EXHIBIT B
TROLLEY PREVENTIVE MAINTENANCE SCHEDULE

To be Developed by LTC with technical guidance from Metro. Both Parties will agree to preventative maintenance schedule.
EXHIBIT C

TROLLEY SYSTEMS PREVENTIVE MAINTENANCE SCHEDULE

To be Developed by LTC with technical guidance from Metro. Both Parties will agree to preventative maintenance schedule.
EXHIBIT D

NOTE: Signature page AND front page of Memorandum of Understanding with Homeland Security for E-Verify must be submitted with proposal.

STATE OF __________________ )
                    )SS.
COUNTRY OF ____________ )

AFFIDAVIT

Before me, the undersigned Notary Public, personally appeared ____________________________, (Name) who, by me being duly sworn, deposed as follows:

My name is ____________________________, (Name), I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated:

I am the ________________ (Position/Title) of ______________________________ (Contractor)

I have the legal authority to make the following assertions:

1. __________________ (Contractor) is currently enrolled in and actively participates in E-Verify, a federal work authorization program, or any other equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA), as required pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended.

2. Pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended, __________________ (Contractor) does not knowingly employ any person who is an unauthorized alien in connection with the contracted services under this Agreement.

3. ____________________________

Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this ______ day of ________________, 2017.

_____________________________
Notary Public

My Commission Expires:

________________________________
Open Session Item

7
METRO - Transit Operations Division
FY2017 3rd Quarter Summary
Report to the President /CEO and Board of Commissioners

Financials

Expenses for Transit Operations Department continue to experience below budget costs, with year to date expenses below budget by over 9%, and expense growth above FY2016 at less than 1%. Wages and benefits are below budget by $3.5M, Services are currently running $5.7M under budget, but approximately $3M of that is due to St. Louis County funding the County Police Department directly. Fuel expenses are currently $2.5M below budget, Materials are $2.4M below budget and utilities are $1.2M below budget due largely to the mild winter experienced in the region. Revenues are lagging budget goals by $5.8M due largely to lower than expected ridership on fixed route service. Revenues are lagging FY2016 receipts by $3,2 M for the same reason. Revenues are also impacted by further reductions in Medicaid contract service which is below revenue expectations by $760K or 23% from expectations.

Ridership Comparison

The system continued to lose riders for the 9th straight quarter. MetroLink and Call-A-Ride were lower by over 2% while MetroBus posted a ridership loss of 5.7% for the quarter, and 7.1% for the year-to-date. Across the system, total ridership loss of 4.4% for the quarter and 6.1% for the year are well below budget estimates. While there are many reasons for ridership loss, including continued lower consumer fuel prices and changes in commute patterns, issues around security and service quality need to be reviewed and improved in order to reverse this trend.

YTD Service Profiles and System Efficiencies

The service plan continues according to budget, the year-over-year service miles and hours for fixed route service is impacted by scheduled increases in MetroBus service due to the implementation of the new North County Service package in March of 2016. MetroLink service levels remain basically unchanged, while Call-A-Ride has adjusted service levels according to current ridership trends.
Valid Security complaints increased by 68% in the third quarter. Most of the increase occurred in the month of March when 155 complaints were logged an increase of 163% over March of 2016. Arrests on the system also continue to increase due to increased enforcement activity on the system. Dispatched calls have also increased and this is not inclusive of other system Police Department dispatch activities. Summons activity continues its decline due to the changes in Missouri summons writing procedures.

### Service Quality Indicators

System Performance Measures continue meet the very high goals set for them. On time performance is stable or improving for all modes. While this is an important statistic due to the large rate of transfers on this system, seeking further improvement in this area may actually be a negative for the goal of achieving the next level of customer satisfaction. Particularly on MetroBus, customer complaint data is mostly good, and while MetroBus is showing an increase, we are still near historical lows while MetroBus and Customer Service are doing a much better job tracking and responding to these customer issues. The lower MetroLink operational complaint rate is remarkable given the increase in delays caused by aging LRV’s. Total accidents are down, as much as 15% for Call-A-Ride. Maintenance data shows lower mean distance between failures (MDBF) for FY2017 but each mode is still well above industry averages.

### YTD Customer Service Call Center Statistics

Lower ridership and alternative ways to access system information continue to contribute to lower overall call volumes in Customer Service. The percentage of calls answered has rebounded from FY2016 levels and this has resulted in decreases in customer complaints in this area, and just as important, a 18.8% increase in customer commendations for call center personnel.
**MOW System Reliability**

<table>
<thead>
<tr>
<th>Period</th>
<th># Delays</th>
<th>Delay Time (Min)</th>
<th>Operating Time (Min)</th>
<th>FY17 Reliability</th>
<th>FY17 Goal</th>
<th>FY16 Reliability</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Qtr.</td>
<td>19</td>
<td>1178</td>
<td>118680</td>
<td>99.01%</td>
<td>96.00%</td>
<td>98.20%</td>
</tr>
<tr>
<td>2nd Qtr.</td>
<td>20</td>
<td>363</td>
<td>118680</td>
<td>99.69%</td>
<td>96.00%</td>
<td>98.90%</td>
</tr>
<tr>
<td>3rd Qtr.</td>
<td>29</td>
<td>795</td>
<td>116100</td>
<td>99.32%</td>
<td>96.00%</td>
<td>98.40%</td>
</tr>
<tr>
<td>4th Qtr.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>YTD Total</td>
<td>68</td>
<td>2336</td>
<td>353460</td>
<td>99.34%</td>
<td>96.00%</td>
<td>98.10%</td>
</tr>
</tbody>
</table>

**Elevator\Escalator Availability**

<table>
<thead>
<tr>
<th></th>
<th>Elevators (19)</th>
<th>Escalator (8)</th>
<th>Combined</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Period</td>
<td>Down Time (hours)</td>
<td>Operating Time (hours)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st Qtr.</td>
<td>932.57</td>
<td>37990.50</td>
<td>97.55%</td>
</tr>
<tr>
<td>2nd Qtr.</td>
<td>327.67</td>
<td>37582.00</td>
<td>99.13%</td>
</tr>
<tr>
<td>3rd Qtr.</td>
<td>257.57</td>
<td>36765.00</td>
<td>99.30%</td>
</tr>
<tr>
<td>4th Qtr.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>YTD Total</td>
<td>1517.81</td>
<td>112337.50</td>
<td>98.65%</td>
</tr>
</tbody>
</table>

**FY17 3rd Quarter Closed Security Complaint Data**

<table>
<thead>
<tr>
<th>Complaint Description</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>Criminal activity</td>
<td>7</td>
</tr>
<tr>
<td>Req’d surveillance/investigat’n</td>
<td>2</td>
</tr>
<tr>
<td>Fare insp. / Guard rude</td>
<td>5</td>
</tr>
<tr>
<td>Other security issues</td>
<td>2</td>
</tr>
<tr>
<td>PAT Passenger Assist Terminal</td>
<td>1</td>
</tr>
<tr>
<td>Panhandlers</td>
<td>2</td>
</tr>
<tr>
<td>Inadequate Security</td>
<td>94</td>
</tr>
<tr>
<td>Pass intimidation/harassment</td>
<td>3</td>
</tr>
<tr>
<td>FI/Guard racial discim cust</td>
<td>1</td>
</tr>
<tr>
<td>Fare Insp/Guard did nothing</td>
<td>19</td>
</tr>
<tr>
<td>Fare inspector: bad ticket</td>
<td>1</td>
</tr>
<tr>
<td>Parking Lot Issues</td>
<td>2</td>
</tr>
<tr>
<td>Sec Guard/Insp Unprofessional</td>
<td>6</td>
</tr>
<tr>
<td>Drug Activity</td>
<td>17</td>
</tr>
<tr>
<td>Feel &quot;Unsafe&quot;</td>
<td>56</td>
</tr>
<tr>
<td>Theft/Robbery</td>
<td>2</td>
</tr>
<tr>
<td>Passenger Behavior</td>
<td>17</td>
</tr>
<tr>
<td>Gambling</td>
<td>1</td>
</tr>
<tr>
<td>Fare Concern</td>
<td>1</td>
</tr>
</tbody>
</table>

Shown here is a detailed breakdown of FY2017 3rd quarter closed complaints. When a complaint is registered it is coded to a general area of concern. This allows for staff to review areas within their responsibility and, make contact, and attempt to correct the issue generating the complaint. To be considered closed a Metro employee would have made contact with the complainant and worked toward a resolution or provided an explanation.
### Key Capital Project Status

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Construction / Acquisition / Rehabilitation Projects</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td><strong>Downtown Transfer Center</strong></td>
<td>Construction Activity</td>
<td>Total Units</td>
<td>Completed Units</td>
<td>% Complete</td>
<td>Estimated Completion</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td>0.64</td>
<td>64.00%</td>
<td>Jul-2017</td>
</tr>
<tr>
<td>2</td>
<td><strong>Boyle Ave. MetroLink Station</strong></td>
<td>Design Activities</td>
<td>1</td>
<td>1</td>
<td>100.00%</td>
<td>May-2017</td>
</tr>
<tr>
<td>3</td>
<td><strong>Boyle Ave. MetroLink Station</strong></td>
<td>Construction Procurement</td>
<td>1</td>
<td>0</td>
<td>0.00%</td>
<td>May-2017</td>
</tr>
<tr>
<td>4</td>
<td><strong>Boyle Ave. MetroLink Station</strong></td>
<td>Construction Activity</td>
<td>1</td>
<td>0</td>
<td>0.00%</td>
<td>Jun-17</td>
</tr>
<tr>
<td>5</td>
<td><strong>Radio System Deployment and Site Development</strong></td>
<td>System is installed, and supporting MetroLink, Public Safety and Call-A-Ride. It has been determined that two new sites, at North County and Brentwood will better serve Metrobus Operations. Additional sites can be accommodated within original project budget and supporting grants.</td>
<td>26</td>
<td>24</td>
<td>92.31%</td>
<td>Oct-18</td>
</tr>
<tr>
<td>6</td>
<td><strong>Smart Card</strong></td>
<td>Hardware</td>
<td>592</td>
<td>587</td>
<td>99.16%</td>
<td>Jul-17</td>
</tr>
<tr>
<td>7</td>
<td><strong>Software</strong></td>
<td>Rail Sys Testing</td>
<td></td>
<td></td>
<td>95.00%</td>
<td>Jul-17</td>
</tr>
<tr>
<td>8</td>
<td><strong>Software</strong></td>
<td>Bus Sys Testing</td>
<td></td>
<td></td>
<td>99.00%</td>
<td>Jun-17</td>
</tr>
<tr>
<td>9</td>
<td><strong>Software</strong></td>
<td>Third Party Interfaces</td>
<td></td>
<td></td>
<td>100.00%</td>
<td>COMPLETED</td>
</tr>
<tr>
<td>10</td>
<td><strong>Procedures / Personnel / Equipment</strong></td>
<td>Security / Enforcement</td>
<td></td>
<td></td>
<td>100.00%</td>
<td>COMPLETED</td>
</tr>
<tr>
<td>11</td>
<td><strong>Vehicle Acquisition</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td><strong>New Bus Rolling Stock (ILL)</strong></td>
<td>Procure 40’ Buses</td>
<td>4</td>
<td>4</td>
<td>100.00%</td>
<td>Mar-2016</td>
</tr>
<tr>
<td>13</td>
<td><strong>New Bus Rolling Stock (MO)</strong></td>
<td>Procure 40’ Buses</td>
<td>26</td>
<td>26</td>
<td>100.00%</td>
<td>Feb-2016</td>
</tr>
<tr>
<td>14</td>
<td><strong>Van Rolling Stock</strong></td>
<td>Procure CAR Vans</td>
<td>17</td>
<td>17</td>
<td>100.00%</td>
<td>Mar-2017</td>
</tr>
<tr>
<td>15</td>
<td><strong>New Grant Non Revenue Vehicles</strong></td>
<td>Procure / Lease</td>
<td>30</td>
<td>20</td>
<td>66.67%</td>
<td>Aug-2017</td>
</tr>
<tr>
<td>16</td>
<td><strong>MetroLink Capital Maintenance</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td><strong>Elevator Rehabilitation</strong></td>
<td>Construction Procurement</td>
<td>6</td>
<td>0</td>
<td>0.00%</td>
<td>Construction Kick-Off Meeting May-2017</td>
</tr>
<tr>
<td>18</td>
<td><strong>Modernize Business Management Tools</strong></td>
<td>Tasks</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td><strong>Phase 2 and 3 Software Upgrades to AVL / Trapeze software suites authorized by Board of Commissioners</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td><strong>Operation Business Intelligence</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td><strong>MOW Work Integrated Plan</strong></td>
<td>Asst Mgmt Plan Capital Planning Software Tool</td>
<td></td>
<td></td>
<td></td>
<td>Awarded Board Meeting 11/18/2016</td>
</tr>
<tr>
<td>22</td>
<td><strong>Service Design Review</strong></td>
<td>Comprehensive Operational Analysis</td>
<td>1</td>
<td>0</td>
<td>0.00%</td>
<td>Contract awarded February 2017</td>
</tr>
<tr>
<td>23</td>
<td><strong>Color Code KEY</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Issue / Title**
- Regulatory / Economic
- Technical issues
- Behind schedule/overbudget
Open Session Item

8
Objective:

To notify the Operations Committee of the progress of various projects important to the transit system and St. Louis Region, as well as to outline future projects that may require Board level review in the future.

Board Policy:

Section 10.040  Standing Committees (revised 5/22/09, 8/26/10; 3/25/11, 11/18/11)

5. OPERATIONS COMMITTEE (revised 11/18/11). The purpose of this Committee is to provide operational and program oversight of all current and proposed operations plans to ensure that such plans accord with the strategic direction set for the Agency by the Board. The Committee will:

- Regularly review guidelines for the execution of the transit service, including system performance, geographical coverage, levels of service, and consumer interfaces.
- Monitor system safety issues and system performance in conformance with regulatory requirements under programs such as Title VI and ADA.
- Review management’s recommendations concerning development opportunities created by the Agency’s expansions of service and investments in infrastructure, and review activities supporting the implementation of the Moving Transit Forward Plan including regular updates of same.
- Make regular reports of its findings and/or recommendations to the full Board of Commissioners.

Funding Source:

Each project has a separate funding mechanism. Most have some support from the capital budget, however some projects are strictly funded through the Operations budget.

Background:

Metro Transit Staff makes presentations to the Operations Committee of the Board of Commissioners outlining the status of projects previously approved by the Board on a regular basis. The attached presentation is intended to provide the Committee members the opportunity to engage staff and see the full scope of projects and processes the Bi-State Development and Metro Transit Teams are engaged in.

Analysis:

Regular updates regarding ongoing projects, goals and processes informs board members as they determine future priorities allowing the transit system to better serve the St. Louis Region.

Committee Action Requested:

None. This briefing paper is provided for information only.

Attachment:   Metro Transit / Bi-State Development Organization Charts;
               Metro Transit Goals & Initiatives for FY 2018 Presentation
Raymond A. Friem
Executive Director, Metro Transit

Ray is responsible for all of Metro Transit which includes: All Metro Facilities; MetroLink; MetroBus; Call-A-Ride; ADA; Transit Planning and System Development; Maintenance; Labor Relations; Engineering Systems and Public Safety.

Below is the Organizational Chart for Metro Transit:
Jeff is responsible for all of Call-A-Ride which provides on-demand, curb-to-curb paratransit service in the City of St. Louis and St. Louis County. Call-A-Ride also operates the Transit Management Association which operates contract service for the various regional users such as the Department of Human Services & Veterans Transportation Program; The City of St. Louis Department of Mental Health; and the Missouri Primary Care Association for the Center of Medicare and Medicaid Services.

Below is the Organizational Chart for Paratransit:
Darren A. Curry  
Chief Mechanical Officer

Darren is responsible for LRV Maintenance, Communications Maintenance Unit, Bus Maintenance, Quality Assurance and Training; Main Shop Mechanics and Maintenance Analysis, and MetroBus Operations Facility Maintenance.

Below is the Organizational Chart for Maintenance:
Scott Grott is responsible for all of MetroLink Operations which included Light Rail Operations and Training Light Rail; Maintenance of Way; oversees all maintenance activities on the MetroLink alignment as well as all MetroBus Transit Centers.

Below is the Organizational Chart for MetroLink:
Patricia is responsible for ADA Services which evaluates and assists customers to be able to ride our Buses and Call-A-Ride vans. Department includes an ADA Eligibility Specialist; Certification Assistants and Travel Training Specialists.

Below is the Organizational Chart for ADA Services:
Jessica N. Mefford-Miller  
Assistant Executive Director,  
Transportation Planning & System Development

Jessica is responsible for all Transportation Scheduling, Service Planning, Customer Service, Research & Development and Long Range Planning.

Below is the Organizational Chart for Transportation Planning & System Development:

<table>
<thead>
<tr>
<th>Jessica Nicole Mefford-Miller</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asst Exec Dir Trans Plng &amp; Syst Devel</td>
</tr>
<tr>
<td>Directs: 6  Total: 39</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Jessica Simoncelli Gershman</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mgr Long Range Planning</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bernadette Michelle Marion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dir Research &amp; Development</td>
</tr>
<tr>
<td>Total: 4</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Lance L Peterson</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dir Service Planning</td>
</tr>
<tr>
<td>Total: 3</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Robin C Salters</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Assistant</td>
</tr>
<tr>
<td>Total: 24</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Tyagarajan Srinivas</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dir Scheduling</td>
</tr>
<tr>
<td>Total: 2</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Marlon Durone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stacker Dir Customer Service</td>
</tr>
<tr>
<td>Total: 24</td>
</tr>
</tbody>
</table>
Leslie R. Nations  
General Manager MetroBus

Les is responsible for all of MetroBus Operations which includes Bus Operations which supports almost 900 Operators in their daily responsibilities; Bus and Van Training; and TSM Operating Support

Below is the Organizational Chart for MetroBus:
Christopher C. Poehler  
Assistant Executive Director,  
Engineering Systems

Chris is responsible for Engineering of Capital Projects; Engineering CADD Technician; Document Control; Project Cost Control and AFC Communications.

Below is the Organizational Chart for Engineering Systems:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Directs</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Christopher C Poehler</td>
<td>Asst Exec Dir Engineering Systems</td>
<td>2</td>
<td>12</td>
</tr>
<tr>
<td>Frederick J Bakarich</td>
<td>Dir Capital Projects</td>
<td></td>
<td>4</td>
</tr>
<tr>
<td>Thomas W White</td>
<td>Dir Project Control</td>
<td></td>
<td>6</td>
</tr>
</tbody>
</table>
Thomas W. White  
Director, Project Control

Tom is responsible for Fare Collection, the new Gateway Cards and Data Integration.

Below is the Organizational Chart for Project Control Group.

Christopher C Poehler  Asst Exec Dir Engineering Systems
Directs: 2  Total: 12

Thomas W White  
Dir Project Control
Directs: 5  Total: 6

John L Hoffmann  
Temporary Employee

Shannon A Mercer  
Document Control Supv
Total: 1

Raymond K Riddle  
Engineering CADD Technician

Jerusha Denene Taylor-Perkins  
Project Cost Control Specialist

Whitney K Wilson  
Mgr AFC Communications
Charlie is responsible for all Labor Relations with the ATU Union personnel and Absence Management.

Below is the Organizational Chart for Labor Relations:
Richard Depauw Zott
Chief of Public Safety

Rich is responsible for all Public Safety with Metro Transit for employees and our customers which includes Security and Fare Enforcement; Public Safety Officers and Dispatchers.

Below is the Organizational Chart for Public Safety:

<table>
<thead>
<tr>
<th>Richard Depauw Zott</th>
<th>Jason Emmanuel Davis</th>
<th>Kimeve Yvette Edmonson</th>
<th>Mary L Vielweber</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief of Public Safety</td>
<td>Mgr Security/Fare Enforcement</td>
<td>Citation Admin Coordinator</td>
<td>Administrative Assistant</td>
</tr>
<tr>
<td>Directs: 3 Total: 108</td>
<td>Total: 105</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Paul Stefanski
Manager, IT Operations Systems.

The Transit Operations Improvement (TOI) project is a two year effort to incorporate 11 new software modules to build out Metro’s Trapeze Enterprise Suite.
John Langa
Vice President, Economic Development

John is the Vice President over Economic Development.

The Economic Development Department supports Bi-State Development’s (BSD) initiatives for large scale public infrastructure and public/private real estate and infrastructure investment around MetroLink stations and other BSD assets. In addition, Economic Development houses BSD’s Real Estate Department. The Real Estate Department provides disposition, acquisition, licensing and lease related services in support of BSD’s departmental needs.
John Wagner
Director, Research Institute

John is the Director of Research Institute.

The Institute is a non-profit organization that researches and develops data and information about the return on investment of local programs, public infrastructure and public/private real estate improvements. This, in turn, is meant to provide economic development leaders in the St. Louis region with information and tools they need to make informed decisions that advance the region. The Institute is also charged with making real estate investments that support the economic development of the region.
OPERATIONS COMMITTEE

Meet the Team:

- Lisa A. Burke – Executive Assistant
- Jeffrey S. Butler, General Manager Paratransit (Call-A-Ride)
- Darren A. Curry, Chief Mechanical Officer
- Scott D. Grott, General Manager MetroLink
- Patricia P. Hall, Director ADA Services
- Jessica N. Mefford-Miller, Assistant Executive Director Transportation Planning & System Development
- Leslie R. Nations, General Manager MetroBus
- Christopher C. Poehler, Assistant Executive Director Engineering Systems
  - Tom White – Director Project Control, Engineering Systems
- Charles A. Priscu, Director Labor Relations
- Richard D. Zott, Chief of Public Safety
- Paul Stefanski – Manager IT Operations Systems
- John Langa – Vice President Economic Development
- John Wagner – Director Research Institute
CALL-A-RIDE

Jeff Butler – General Manager, Paratransit
On the Street Operations

200 Van Operators

- 550,000 Trips provided annually
- 20% Wheelchair trips
- 0% ADA Denials – All ADA customers are accommodated with one day notice
Call Center Operations

24 Dispatchers / Reservation Clerks

- 540,000 Calls answered on Reservations / Customer Assistance lines
- Average wait times:
  - Reservations – 44 seconds
  - Customer Assistance – 45 seconds
- Customer Commendations > Customer Complaints
Projects FY18

Trapeze – 15 upgrade

- **Ops Module** – for Paratransit will be separate installation but will interface with all other modes
- **IPA** – allows us to match ride times with fixed route *(Required under ADA)*
- **Paracutter** – Allows us to match demand with resources *(Reduced drivers on some days by 10%)*
- **PassCom** – Centralized repository for the Agency for ADA Concerns
Projects FY18

Brochure

One central brochure that highlights all of Metros Accessible Options.

Smaller Flat Floor Vehicles

Provide for more enjoyable customer / operator experience (Benefits Maintenance)
• Continue to execute the bus fleet replacement plan and the bus maintenance plan.

• Introduce a New LRV maintenance plan, which will be similar to our bus maintenance plan.

• Release RFP for modernization of 15 Light Rail Series 1 Vehicles.
Over The Horizon Projects FY18 – FY20.

Begin the introduction of Battery electric buses and Infrastructure.
- Upgrade facility electric service by installing secondary transformers.
- Deployment of charging systems within the bus facility.
- Deployment of charging systems at Transit centers.
- Apply for LONO grants.

Continue to develop Smart bus technology where the bus can:
- Automatically perform its own pre-trip.
- Predict its own failures
- Schedule component replacement.
- Generate repair work orders with trouble shooting flow chart.
- Order its own parts.
Scott Grott – General Manager, MetroLink
• Maintenance of Way
  - Maintenance of Transit Infrastructure
  - Rail Engineering Technical Expertise

• Light Rail Operations
  - Rail Operations Control
  - Rail Operations Management

• MetroLink Training
  - Operations and Maintenance Training
  - Organizational Development
Rail Infrastructure State of Good Repair

2017

• Implement Enterprise Asset Management System

• Rehabilitation of Downtown MetroLink Station Elevators (Laclede’s Landing, Convention Center, 8th & Pine, Union Station)

• Replace Train Detection Circuits
2018-2020

- Union Station Tunnel Replacement
- Downtown Tunnel Remediation
- Replacement of Wood Cross Ties
- Replacement of Overhead Contact Wire & Traction Power Substation Rehabilitation
- Replacement of the MetroLink Platform Messaging System
- Replacement of Downtown MetroLink Station Escalators (Convention Center, 8th & Pine)
- Implementation of a Right of Way Worker Protection System
Patricia Hall – Director, ADA Services
Services

• ADA Paratransit Certification: Metro Call-A-Ride or Alternative Transportation Service
  – Eligible customers with disabilities
  – Interview and functional assessment
  – Unconditional, Conditional, Temporary, Not Eligible
  – Use fixed route services – half fare

• Reduced (half) Fare Identification cards: Fixed Route
  – Seniors: Age 65+
  – People with disabilities: Social Security benefits; Medicare; or Professional Verification

• Metro Travel Training Program
  – Individualized training to help consumers take advantage of lower costs of using fixed route service for their transportation needs.
FY2018 Goals

• Reinitiate Metro Access Advisory Group
  – Local ADA Advocacy and service providers who help guide Metro policies and practices for disabled population.
  – Initiate On-line dialogue with service users.

• Increase Utilization of Metro Travel Training Program
  – Help consumers take advantage of lower costs of using fixed route service for their transportation needs.
Jessica Mefford-Miller – Assistant Executive Director, Transit Planning and System Development
Transit Planning and System Development

R&D
• How is our service performing?
• What do our customers expect?
• What are our opportunities for innovation?

Planning & Scheduling
• Service Planning & Scheduling
• Operations Planning
• Intelligent transportation systems (ITS)

Long-Range Planning
• Designing the Metro transit system of the future
• Integrating land use and transportation

Customer Service
• Make customer-focused decisions
• Set goals & evaluate metrics
• Utilize technology
**Research & Development**

**Ridership & Service Productivity Analysis**
- Ongoing and project-driven reporting and analysis of system productivity

**Market Research**
- What are customers’ top priorities and problems?
  - Data from focus groups and customer surveys influence capital and operation programs
  - Customers’ expectations for our communications strategies and tools have changed
Transit Planning and System Development

**Operations Planning & Scheduling**

**Service Planning**
- Develop efficient and productive service plans
- Provide strategic leadership to operations initiatives

**Metro Reimagined**
- Evaluation of transit system and prescription for the MetroBus system of the future
**Metro Reimagined Goals**

1. Rethink mobility based on existing and future market conditions and customer mobility needs, transit service and network performance, and stakeholder input.

2. Understand the role and importance of transit and public mobility in the quality of life and economic vitality of metropolitan St. Louis.

3. Redesign the Metro network to embrace best practice transit service strategies and innovative mobility options to attract more riders to a more competitive transit system.

4. Address both short-term and long-term public mobility needs using an effective and efficient integrated network within Metro’s current and potential financial capacity.
Transit Planning and System Development

Metro Reimagined Plan Elements

- Service & Operating Plan
- Facilities & Technology Plan
- Fleet Plan
- Implementation Plan
- Financial Plan
- Updated Service Standards
Long-Range Planning

Light Rail Planning
Working alongside regional partners to support ongoing planning of light rail options

Transit-Oriented Development Planning
Collaborating with Economic Development to create a framework plan for TOD across existing system and along proposed NS-SS corridor

Metro Reimagined
Evaluation of transit system and prescription for the MetroBus system of the future
Customer Service

Technology Initiatives
• TripPlanner; Metro on the Go mobile app; Interactive voice response [2017]; Text & email [2017]; TransitNow [2018]

Wayfinding & Signage
• Wayfinding audit [2017]; System-wide design [2017-18]; Fabrication and installation [2018]

Customer Service Department
• Optimizing utility to customers by adapting schedule and roles of Customer Service team [2017]
Leslie Nations – General Manager, MetroBus Operations
Redefining MetroBus Operations

**New Role for Transit Service Managers**

- Use the North County Transit Center model.
- TSMs assigned to both districts and transit centers
- Select transit centers staffed by key personnel
  - North County TC Civic Center
  - North Hanley Central West End
- Districts restructured based on time and volume of calls
- Subject matter experts in all facets of service-cross training
- Actively interact with customers and connect them to system
- Coach to ensure safe and reliable operation of service
- The “Voice” of Metro
Redefining MetroBus Operations - TSM Goals

- Promote Customer-Focused environment
- Provide assistance to and engage operators
- Improve the customer experience
- Improve transit service levels and network connectivity
- Function as liaison between Transit Center and other departments
- Build relationships with municipality and community organizations
- Optimize use of available resources
TRAINING

• BSD Leadership Edge Management Training
• Customer Service Skills and Techniques
• Roadworthy Communications
• Technology Tools and Applications
• MetroLink Tier Training
• On-Site Training at North County Transit Center
Christopher C. Poehler - Assistant Executive Director, Engineering Systems
## Active Projects

<table>
<thead>
<tr>
<th>Major</th>
<th>Structural</th>
<th>Safety / Maintenance</th>
<th>Near Completion</th>
<th>Customer Focused</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boyle Ave. MetroLink Infill Station</td>
<td>Missouri Slopes / Stability</td>
<td>Z-Crossing Gate Pedestrian Barriers</td>
<td>North County Transit Center</td>
<td>Chesterfield Bus Stops</td>
</tr>
<tr>
<td>Civic Center MetroBus Transit Center</td>
<td>Illinois Slopes / Stability</td>
<td>Feeder Wire Rehabilitation</td>
<td>Spruce Street Bridge Replacement</td>
<td>New Freedom (Bus Stop Upgrades)</td>
</tr>
<tr>
<td>Union Station Tunnel</td>
<td>Cross County Tunnel Waterproofing</td>
<td></td>
<td>Ewing Retaining Wall Replacement</td>
<td></td>
</tr>
</tbody>
</table>
Civic Center

- Budget $10M
- Major Bus Transfer Center
- Improves Capacity and Efficiency
- Indoor Waiting
- Security Sub-Station
- August Opening
Boyle Avenue MetroLink Station

- Budget $15M
- Funding Partners
- Completing Design
- Multiple Bid Packages
- Central West End Platform Extension
- Complete in Late 2018
Union Station Tunnel Rehabilitation

- Design Phase
- Reconstruct Structurally Deficient Tunnel
- Improve Catenary System – Conductor Rail
- Start Construction Late 2017 / Early 2018
Fare Collection Technology
SMARTCARDS

Thomas White – Director, Project Control
Fare Collection

Who’s Using Gateway Cards

2,500+ BSD Employees

50+ Customers testing Gateway Cards

150+ High school and College passes are on Gateway Cards

2,300+ SLU Pilot smart card program – All on-campus students have Gateway Cards

All of these cards can be used to ride MCT buses
Data Integration

<table>
<thead>
<tr>
<th>Trapeze</th>
<th>Scheidt &amp; Bachmann</th>
<th>Indra</th>
</tr>
</thead>
<tbody>
<tr>
<td>AVL System</td>
<td>Bus System</td>
<td>Rail System</td>
</tr>
<tr>
<td>Transit Master</td>
<td>Fareboxes</td>
<td>Smart card System</td>
</tr>
</tbody>
</table>

Data flows between all three systems to combine geospatial and transactional data.
Schedule Risks
There are several customer facing issues that the vendors need to complete.

**Scheidt & Bachmann**
- Product Autoloads
- Product Validation start date
- Validation Priority
- On-Board Loading

**Indra**
- Gateway card ordering / fulfillment
- Date chooser passes
- Smart Card Encoder

**Trapeze**
- Stop ID Reporting

**Metro Requested Changes from Gateway Card Testing**
- User interface changes on Website, Ticket vending Machines and MetroStore Equipment
- Enhanced Monthly pass changes

**Key to on-time rollout**
If the vendors do their job, Metro is prepared to begin project rollout.
**Rollout Schedule**

Equipment comes on line throughout the Summer of 2017

- Testers and Early Adopters use Gateway Cards to work out bugs

Eliminate Paper Passes (Monthly/Weekly) – Winter/Spring 2018

- TVM, Website and MetroStore

- Third Party vendors transition from Fall 2017 through Spring 2018

---

Eliminate Paper Transfers – Fall 2018

- Must have a Gateway Card to get a transfer

- Fare Enforcement shift
  - Paid Fare zone enforced
  - Check fares before entering system
Customer Education & Support

- Gateway Card Call Center – Full Gateway Card Service
- IVR - 24/7 Card balance & history checks by phone
- Website – education, card purchases.loads & account management
- Events – InfoBus demonstrations & sign-ups
Charles Priscu – Director, Labor Relations
Labor Contracts


• Three additional CBAs due to expire within the next year:
  • ATU Operations and Maintenance on December 31, 2017
  • ATU Clerical on December 31, 2017
  • IBEW Locals 2 and 309 on February 28, 2018

• Assumed responsibility for FMLA administration on October 31, 2016.
Improved Management of FMLA Medical Requests

- Managing the application of FMLA rather than administering.
- Created streamlined telephone call-in system for reporting of FMLA that benefits the employees and protects the Agency.
- Expanded the use of second opinions for questionable leave requests.
- Applying regulations as written in federal law.
Trend is toward a Decrease in Intermittent Leaves and an Increase in Continuous Leaves

<table>
<thead>
<tr>
<th></th>
<th>10/14/2016</th>
<th>4/14/2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cigna Continuous Use</td>
<td>8</td>
<td>51</td>
</tr>
<tr>
<td>Cigna Intermittent Use</td>
<td>242</td>
<td>201</td>
</tr>
</tbody>
</table>

Percentage of Continuous of Total: 3% 20%

Ratio of Continuous vs. Intermittent

- Cigna: Continuous Use: 8%, Intermittent Use: 92%
- BSDA: Continuous Use: 20%, Intermittent Use: 80%
Short Term Goals

• Capturing more situations where FMLA leave should be or should have been applied. (i.e. Medical Hold, Workers’ Compensation)

• Reviewing all applications for BSDA Sick Leave Benefit prior to payment to determine if a serious health condition exists for potential FMLA leave while checking validity of the request.
Richard Zott – Chief of Public Safety
FY18 Public Safety Objectives

• Reduce security complaints

• Assist police in their transition to securing trains

• Enhanced bus-security program – replicate successes at North County Transit Center
  • Downtown Transit Center opens August, 2017

• Maximize canine patrols to increase visibility and act as a deterrence to crime
FY18 Public Safety Objectives

- Support implementation of smart card program.

- Support MetroBus Redefinition Objectives
  - Improve Security for MetroBus Operators and Customers
  - Further expand Security model deployed at North County Transit Center. Apply to Civic Center.
Information Technology: OPERATIONS SYSTEMS

Paul Stefanski – Manager, IT Operations Systems
TOI Project Status

Transit Operations Improvement
Sole Source Contract with Trapeze approved February of 2014.
Board Approved: $3,500,000
Committed = $3,165,478

Completed Projects

• Paracutter – Allows more granular runcutting of Paratransit runs
• INFO-IVR – Allows customers to call and receive next 3 arrival times for their stop. Also allows Gateway Card holders to check their card balance.

Soon to be Implemented Projects

• PASS-IPA – Enables CAR Call Center to evaluate paratransit runs against potential fixed route alternatives – Fall 2017
Transit Operations Improvement

Soon to be Implemented Projects Continued:

- **INFO-SMS/EMAIL** – Will allow customers to check next 3 arrival times via texting or email – Summer 2017

- **TransitNow** – online customer subscription tool allowing customers to sign up for various kinds of system and rider alerts based on their favorite bus stops – Summer 2017

- **OPS-CORE** – Operations Management for Bus, Rail and Paratransit including Bidding, Dispatch, Yard Management, Workforce Management and Timekeeping – Fall 2017

- **OPS-SIT** – Allows operators to swipe into the system and receive a receipt detailing their run and vehicle assignment – Fall 2017
Transit Operations Improvement

Soon to be Implemented Projects

• OPS-WEB – Online run status and vacation bidding
• OPS-Notifications – Phone calls to operators notifying them of their run status
  – Current Schedule for Implementation of both: 3 months after OPS-CORE

Reevaluating Project

• Viewpoint – Transit Business Intelligence
  – Cheaper, more scalable, more flexible solution currently being prototyped internally

Cancelled Project

• Bus Stop Manager – Tool for managing bus stop details
  – Implementation stopped 2016
  – Vendor refunding costs
ECONOMIC DEVELOPMENT

John Langa – Vice President, Economic Development
Liza Farr – Associate Project Manager, Economic Development
Swansea TOD

• Completing Swansea TOD project – set to close July 2017

• 62-unit apartment project for active elderly, adjacent to the Swansea MetroLink Station and the St. Clair County BikeLink Trail

• Selling 1.6 acres of Bi-State Development excess property to Southwestern Illinois Development Authority (SWIDA) and Bywater Development at appraised value

• Important project to increase ridership and adaptive re-use of Bi-State Development assets
Bike Share

- BSD Board conditional approval, April 28, 2017

- FHWA Transportation Alternatives Program (TAP) Grant application in process for June 2017 submittal, potential capital funds for Bike Share stations

- Private fundraising to date: Great Rivers Greenway (GRG), 2018 Budget $250,000 (pending approval); Downtown STL, 2018 Budget $10,000 (pending approval); Washington University, preliminary commitment to funding multiple Bike Share stations on campus near MetroLink

(Sample Bike Share station Rendering)
**TOD Map**

- MetroLink Transit-Oriented Development Map and Project Data Set:
John Wagner – Director, Research Institute
Food Kiosks

• $568,000 grant from the Missouri Foundation for Health
  • 18-month demonstration grant
  • Healthy Food Staples

• Opening in two (2) food desert locations in North County, likely in early Q3
  • North Hanley MetroLink Station
  • Wellston MetroLink Station
Mobile Medical Clinic

- St. Louis County Department of Public Health Mobile Medical Unit
  - 18-month demonstration FTA grant for $970,000
  - General Health Screenings
- Four (4) locations in North County
  - North Hanley MetroLink Station
  - St. Charles Rock Road MetroLink Station
  - Wellston MetroLink Station
  - North County Transit Center