



Operations Committee
January 15, 2019 8:00 a.m.

Open Session Agenda

Notice of Meeting and Agenda

**Bi-State Development
Operations Committee
Tuesday, January 15, 2019 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.

Agenda	Disposition	Presentation
1. Call to Order	Approval	Chairman Buehlhorn
2. Roll Call	Quorum	M. Bennett
3. Public Comment*	Information	Chairman Buehlhorn
4. Minutes from October 16, 2018, Operations Committee	Approval	Chairman Buehlhorn
5. Agreement with UMSL (Public Policy Administration Program) and Urban Land Institute-St. Louis for 2019 Offering of Chancellor's Certificate in Fundamentals of Economic Development	Approval	J. Stone
6. Contract Award: The Harlan Company for the Replacement of the Oil/Water Separator at the Brentwood Facility	Approval	J. Mefford-Miller / L. Jackson / G. Smith
7. Amendment to the Second Memorandum of Agreement between Bi-State and the City of St. Louis	Approval	J. Nixon
8. Contract Modification: Extension of Gateway Arch Riverfront Marketing Agency Services	Approval	J. Nixon / G. Smith
9. 2 nd Quarter Operations Summary	Information	J. Mefford-Miller
10. President/CEO Report	Information	T. Roach
11. Unscheduled Business	Approval	Chairman Buehlhorn
12. Call of Dates for Future Committee Meetings	Information	M. Bennett
13. Adjournment to Executive Session: <i>If such action is approved by a majority vote of The Bi-State Development Agency's Board of Commissioners who constitute a quorum, the Board may go into closed session to discuss legal, confidential, or privileged matters pursuant to Bi-State Development Board Policy Chapter 10, Section 10.080 (D) Closed Records: Legal under §10.080(D)(1); Real Estate under §10.080(D)(2); Personnel under §10.080(D)(3); Health Proceedings under §10.080(D)(4); Employee Negotiations under</i>	Approval	Chairman Buehlhorn

Agenda	Disposition	Presentation
<p><i>§10.080(D)(5); Data Processing under §10.080(D)(6); Purchasing and Contracts under §10.080(D)(7); Proprietary Interest under §10.080 (D)(8); Hotlines under §10.080(D)(9); Auditors under §10.080(D)(10); Security under §10.080(D)(11); Computers under §10.080(D)(12); Personal Access Codes under §10.080(D)(13); Personal Information under §10.080(D)(14); Insurance Information under §10.080(D)(15); Rail, Bus, or Facilities Safety and Accidents under §10.080(D)(16) or Protected By Law under §10.080(D)(17).</i></p>		

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

Open Session Item

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**BI-STATE DEVELOPMENT
OPERATIONS COMMITTEE MEETING
OPEN SESSION MINUTES
October 16, 2018**

Committee Members in Attendance

Michael Buehlhorn, Chairman, via phone
Vernal Brown
Derrick Cox, (absent)
Irma Golliday, via phone
Rose Windmiller, (absent)

Other Commissioners in Attendance

None

Staff in Attendance

John Nations, President and Chief Executive Officer
Barbara Enneking, General Counsel and Deputy Secretary
Shirley Bryant, Corporate Legal Department Manager
Jessica Mefford-Miller, Executive Director Metro Transit
Barbara Georgeff, Director of Executive Services
Jim Cali, Director Internal Audit
Lisa Burke, Executive Assistant
Larry Jackson, Executive Vice President of Administration
Patti Beck, Director of Communications
Richard Zott, Chief of Public Safety
Darren Curry, Chief Mechanical Officer
Matthew Hibbard, Social Media Communications Manager
Scott Grott, General Manager MetroLink
Charles Stewart, Vice President Pension & Insurance
John Langa, Vice President Economic Development
Angela Staicoff, Senior Internal Auditor
Vernice Kelly, Director Human Resources
Victoria Potter, Controller
Kathy Brittin, Director Risk Management, Safety & Claims
Michael Gibbs, Manager Financial Operation-Admin & Business Operations
Mark Vago, Sr. Vice President, Chief Financial Officer
Dave Toben, Director Benefits
Jeff Braun, Director Real Estate
Kerry Kinkade, Vice President Chief Information Officer
Stacy McMurray, Director Organizational Development
Elizabeth Farr, Assoc. Project Manager – Economic Development
Diana Bentz, Vice President Organizational Effectiveness
Virginia Alt-Hildebrandt, Manager Administrative Services
Timothy Nittler, Director Capital Projects
Chris Poehler, Assistant Executive Director Engineering Systems
Jerry Vallely, External Communications Manager
Cynthia Davis, Director Program Development & Grants

Greg Smith, Vice President Procurement & Inventory Management
Jessica Gershman, Manager Long Range Planning
Trenise Winters, General Manager MetroBus
Evan Glantz, Executive Assistant

Others in Attendance

Lou Tagliaferr, Central States Bus Sales

1. **Call to Order**
8:00 a.m. Chairman Buehlhorn participated by phone and John Nations, President & CEO called the Open Session Operations Committee Meeting to order at 8:00 a.m.
2. **Roll Call**
8:00 a.m. Roll call was taken.
3. **Public Comment**
8:01 a.m. There was no public comment.
4. **Minutes from August 21, 2018 Operations Committee**
8:01 a.m. The August 21, 2018 Operations Committee Open Session Meeting minutes were provided in the Committee packet. A motion to approve the minutes was made by Commissioner Buehlhorn and seconded by Commissioner Brown. **Motion passed unanimously.**
5. **Contract Award: Midwest Transit – Purchase of Paratransit Vans**
8:02 a.m. The briefing paper report regarding the contract award to Midwest Transit for the Purchase of Paratransit Vans was provided in the Committee packet. Jessica Mefford-Miller, Executive Director Metro Transit provide a brief overview. Bi-State Development Agency (BSD) operates Call-A-Ride (CAR) paratransit service for customers throughout the service area in the City of St. Louis and St. Louis County. The CAR fleet operates approximately 6 million miles annually with an average fleet age of 5.84 years and 316,390 miles. The sixty-nine (69) vehicles that are in critical need of replacement are nine years old and average over 450,000 miles. This far exceeds the FTA required five years or 150,000 miles. This contract would initially replace 35 vans in the first year of production with a target date of July 2019. The second production of 35 vans will be scheduled for July 2020. The initial delay in replacing the CAR van fleet was due to a lack of available chassis in the marketplace, which prevented delivery by the prior vendor. Through a competitive procurement process for a total of up to 100 vans, Midwest Transit (**Midwest**) was selected. The Midwest offer of the Starcraft on the Chevrolet chassis was deemed both responsive and responsible and appeared to offer the best value. The Agency will also be considering using this particular type of vehicle for fixed route service. Some discussion followed regarding previous problems obtaining the correct chassis for the CAR vehicles and how the old CAR vans will be disposed of. The inability to get the chassis was primarily because the manufacturer of the 3 ton chassis stopped manufacturing them. The prior CAR vehicles were built on a 3 ton chassis and with GM moving out of the market on the heavy medium duty chassis that is what contributed to the problem. The chassis we are purchasing now is a C45 Chevrolet chassis, similar to that of a big van and it is equivalent to about a 1-1/2 ton vehicle. The old CAR vans will be decommissioned and auctioned through a public auction house. A motion to approve this agenda item as presented and forward to the full Board for final

approval was made by Commissioner Brown and seconded by Commissioner Buehlhorn. **Motion passed unanimously.**

6. Contract Modification: MetroLink Elevator Rehabilitation – Phase I

8:08 a.m. A briefing paper report regarding the contract award for the MetroLink Elevator Rehabilitation – Phase I was contained in the Committee packet. Jessica Mefford-Miller, Executive Director Metro Transit and Scott Grott, General Manager MetroLink provided a brief overview. This is a contract modification to an existing contract with the Harlan Company (**Harlan**) for elevator rehabilitation. Mr. Grott stated that the elevators on the original Phase I MetroLink system include one (1) elevator at Laclede’s Landing, two (2) at the Convention Center, two (2) at 8th and Pine, and one (1) at Union Station. This project was awarded to Harlan and they have already completed the elevators at Union Station and Laclede’s Landing. The elevator rehabilitation will now move to 8th and Pine and the Convention Center. While working on this project, some additional repairs were identified which included some infrastructure deterioration in the elevator shaft that was not identified until the cabs were removed. In addition now funding is available for the two (2) elevators at the East River Front Station and we anticipate adding this to the scope of work for infrastructure repairs. Management is requesting the Committee present to the Board for approval an increase in the contract value up to \$819,000 to cover the infrastructure repairs and the two (2) elevators at the East River Front; and to extend the contract by eighteen (18) months so that Harlan can complete that additional work. A motion to approve this agenda item as presented and forward to the full Board for final approval was made by Commissioner Brown and seconded by Commissioner Buehlhorn. **Motion passed unanimously.**

7. Metro Reimagined Update

8:10 a.m. The briefing paper report regarding the Metro Reimagined update was provided in the Committee packet. Jessica Mefford-Miller, Executive Director Metro Transit provided a brief update. Metro Reimagined is a comprehensive operational analysis that will better match a mobility service type to any given market. This is the result of nearly eighteen (18) months of analysis, service and network redesign, and public and community input. The plan outlines a core fixed-route MetroBus network that prioritizes service frequency and minimizes route deviations; and is supported by proposed market areas for “community mobility solutions” that will utilize alternative service strategies and new technologies to complete the transit network more effectively. The tiered network of service better matches service to geographic markets across the region. Some Metro routes will retain most of their current shape, while others are being modified to improve directness and travel time. The service plan and an accompanying financial, capital, and implementation plan, will be presented to the Board in late winter/early spring 2019.

Some discussion followed regarding similar plans for the St. Clair County Transit District (**SCCTD**). Ms. Mefford-Miller informed the Committee that meetings with SCCTD have begun to create short term changes to their system. Additional meetings have been scheduled to discuss comprehensive operational analysis or a Metro Reimagined change for them. The Agency will work to make as many of those changes as possible in fall of 2019 in concert with the Missouri changes. This report was informational only and no Committee action was required. A copy of the report will be kept at the office of the Deputy Secretary.

8. 1st Quarter Operations Summary.

8:20 a.m. The 1st Quarter Operations Summary was provided in the Committee packet. Jessica Mefford-Miller, Executive Director Metro Transit, provided a brief overview. MetroLink ridership was down 5.4% and MetroBus ridership was down 3.4% compared to the 1st quarter of FY18. There were significantly fewer special event trips, wet weather and major crime events that contributed to the decline in ridership on both MetroLink and MetroBus in the 1st quarter of FY19. Trends across the nation mirror trends in the St. Louis region. The national rate of ridership decline is lessening, though reports of stabilization or growth at most peer agencies are rare. Metro is working to create a revision of the Metro Reimagined transit network that will include opportunities for enhanced service frequency, reduced route deviations, and introduction of innovative mobility solutions including micro transit and employer-focused shuttles. Metro has engaged Pavlov, a national marketing firm that specializes in transit. The initial rebranding will include an updated color scheme and logo, new system signage, vehicle appearances, and targeted marketing campaigns. The Agency anticipates awarding a contract this fall for the replacement of seventy (70) Call-A-Ride (CAR) paratransit vans. The Agency is continuing to work with Jacobs Engineering and AmerenUE to create the design for facilities and equipment that will accommodate electric buses at the Brentwood MetroBus Facility. The CORTEX MetroLink Station and the initial segment of the Chouteau Greenway opened on July 31, 2019. In August 2018, Metro began the final segment of this project that included extending the Central West End MetroLink platform approximately 60 feet to the east. The fare collection project included procuring new fare boxes for MetroBus; validator equipment for MetroLink, and handheld reader equipment for fare inspection. The equipment is capable of reading a smart card that can have pre-loaded passes or cash value. On March 1, 2018 the Gateway Card stored value card became available to full-fare customers. Staff and contractors continue to prepare for the release of increased functionality including a reduced fare card option and product website. This agenda item was informational only and no Committee action was required. A copy of this report will be kept at the office of the Deputy Secretary.

****8:25 a.m. Commissioner Buehlhorn joined the meeting in person and chaired the remainder of the meeting.**

9. Unscheduled Business

8:25 a.m. There was no unscheduled business.

10. Call of Dates for Future Committee Meetings

8:25 a.m. The Committee was advised of upcoming meetings as follows:

Audit, Finance & Administration Committee:	Friday, October 19, 2018, 8:00 a.m.
Board Meeting:	Friday, November 16, 2018, 8:00 a.m.

- 11. 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).

8:25 a.m. Pursuant to the requirements of Bi-State Development Board Policy, Chapter 10, Section 10.080(D); (1); (2); (7); (11); and (16), 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 Brown and seconded by Commissioner Golliday. A roll call vote was taken, and the Commissioners present, Brown, Golliday, Buehlhorn voted to approve this agenda item. **Motion passed unanimously, and the Open Session meeting was adjourned at 8:25 a.m.**



Deputy Secretary to the Board of Commissioners
Bi-State Development

Open Session Item

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**Bi-State Development
Operations Committee
Agenda Item
January 15, 2019**

From: Julianne Stone, Vice President, Strategic Initiatives
Subject: **Agreement with UMSL (Public Policy Administration Program) and Urban Land Institute-St. Louis for 2019 Offering of Chancellor's Certificate in Fundamentals of Economic Development**
Disposition: Approval
Presentation: Julianne Stone, Vice President, Strategic Initiatives

Objective:

To present to the Operations Committee, for discussion and referral to the Board of Commissioners, a request for approval of a Memorandum of Agreement with UMSL (Public Policy Administration Program) and Urban Land Institute-St. Louis for 2019 Offering of Chancellor's Certificate in Fundamentals of Economic Development.

Board Policy:

No Board Policy applies. However, Missouri Revised Statutes §70.220 and §70.230 requires agreements between municipalities or other units of government to be approved by the Governing Board of such entity.

Funding Source:

UMSL (Public Policy Administration Program).

Background:

The Chancellor's Certificate in Fundamentals of Economic Development, to be offered March-May 2019, is entering its fourth year. This certificate is a continuing education, non-credit course designed primarily for local government officials from the bi-state St. Louis region, but with relevance for participants from the private, nonprofit, university sectors and the community who wish to develop a knowledge of economic development principles to support informed decision-making. The organizations partnering with UMSL are: Urban Land Institute-St. Louis, Bi-State Development, CIC, and East-West Gateway Council of Governments. Consisting of eight, three-hour modules that can be taken as a whole or individually, the course is offered weekly from 6:00-9:00 p.m. in space provided by CIC in the heart of the Cortex Innovation District. The 2018 course was fully subscribed with overwhelmingly positive participant evaluations. Bi-State executives, John Langa and Julianne Stone, served as instructors and will participate again this year. This certificate is offered as a companion program to the Chancellor's Certificate in Fundamentals of Planning and Zoning, which has just completed its 15th year.

Analysis:

Upon completion of the course, the UMSL Public Policy Administration Program has agreed to share 30% of revenue, after expenses, with Bi-State Development and 30% with Urban Land Institute-St. Louis, recognizing support and partnership in course design, administration and implementation. Bi-State has no financial exposure should course fees fail to cover expenses, as the Urban Land Institute-St. Louis has agreed to pay any outstanding expenses not covered by revenue. The course supports the continued need for quality, public sector training opportunities that address key issues across the St. Louis region, at a price point that lowers financial barriers to participation for public entities that may not have large training budgets. Supporting training in Fundamentals in Economic Development comports with the continued commitment of Bi-State Development to develop resources that strengthen regional economic development efforts.

Committee Action Requested:

Management recommends that the Operations Committee approve, and forward to the Board of Commissioners for approval, the Agreement with UMSL (Public Policy Administration Program) and Urban Land Institute-St. Louis for 2019 offering of the Chancellor's Certificate in Fundamentals of Economic Development.

Attachment 1: Draft 2019 Memorandum of Agreement

Attachment 2: 2018 Course Brochure

Open Session Item 5
Attachment 1

**Chancellor’s Certificate Program
Fundamentals of Economic Development
Agreement between
UMSL Public Policy Administration Program,
Urban Land Institute-St. Louis, and Bi-State Development Agency**

The University of Missouri-St. Louis Public Policy Administration Program (PPA) in cooperation with the Urban Land Institute-St. Louis (ULI) and The Bi-State Development Agency of the Missouri-Illinois Metropolitan District (BSDA) will offer a non-credit course in the fundamentals of economic development from March 6 – May 1, 2019.

This agreement describes the responsibilities of the cooperating parties and outlines the cost and revenue sharing arrangements. This agreement can be renewed on a yearly basis upon the agreement of all parties.

The East-West Gateway Council of Governments (EWG), and CIC-St. Louis will participate as non-revenue-sharing cooperating partners and as such are mentioned below but do not need to be signatories to this agreement.

Description and Fees:

- Fundamentals of Economic Development, consisting of 8 three-hour modules, will be offered on consecutive Wednesday evenings in spring 2019 with at least one skip-week built into the course schedule.
- Course fees will be \$500 per course (all modules) or \$75 per individual module.

Credits and Certificates

- An UMSL Chancellor’s Certificate in Fundamentals of Economic Development will be awarded to participants who complete at least 18 hours of coursework (completion of at least 6 modules).

Costs and Revenue

- ULI agrees to cover all costs/expenses described below that are not covered by generated revenue. ULI agrees to cover any deficit.
- If the course generates revenue beyond expenses, PPA, ULI and BSDA will divide such revenues after expenses on 40%/30%/30% basis (PPA 40%/ULI 30%/BSDA 30%). If revenue beyond expenses is disbursed, PPA will count its 6% administrative fee against its 40% share. Instructor fees will be passed through to ULI for payment.

Room fee	\$400 payable to ULI-STL which can then be transferred to CIC-St. Louis to cover all room fees, as negotiated between the two entities.
Parking	Free parking offered by CIC@CET
Registration Services Fee	10% of Revenue
Brochure Printing/Postage/Labels	Variable: Depends on layout, number printed, cost of bulk mailing
Materials/Handouts/Nametags	Depends on amount and content
PPA Oversight Admin fee	6% of revenue (if revenue shortfall)
Faculty Costs	\$150 per module (If more than one instructor, fee is shared). \$40 per panelist. Faculty fees will be passed through to ULI to pay to instructors at the end of the program. Instructors may choose to donate their honorarium to ULI.

Responsibilities:

Curriculum

- The cooperating partners will create and participate on a Curriculum Committee responsible for curriculum design, assessment and updates, and the identification of faculty.
- The Curriculum Committee will be responsible for review of course evaluations and any necessary follow-up.
- BSDA and ULI will schedule instructors, ensure that instructors are aware of their responsibilities, and see that instructors' needs are met.
- Course curriculum must be approved by PPA Program Director to qualify for Chancellor's Certificate status.

Marketing

- All partners including EWG will market the courses to its members and the community by all available communication tools.
- ULI with assistance from BSDA, will handle design and production of a marketing brochure.
- PPA will oversee printing and mailing of a marketing brochure.
- Coordinated by BSDA, EWG and ULI will provide mailing lists as appropriate.

Registration

- PPA will coordinate and oversee online and phone registration, attendance tracking, fee collection, and materials/handout production.
- BSDA will work with any participant who has a specific registration concern that cannot be handled by PPA.
- BSDA will work with PPA to develop content for website and registration pages.

Course Delivery

- CIC will provide classroom space and parking at CIC@CET (20 N. Sarah).
- BSDA will provide staff member to handle on-site sign-in and logistics assistance. Staff member will be comped for the course.
- PPA will provide participant reminders and notifications.
- BSDA will provide instructor participant reminders and notifications.
- PPA will provide sign-in sheets, nametags and table tents for each module.
- BSDA or ULI will be present at beginning of each module to provide introduction and announcements.
- ULI will create and maintain a Dropbox and assist course participants in accessing course materials and downloads.
- CIC will provide a staff contact to help with facility logistics.
- Class Field Learning Opportunities will be arranged by ULI and BSDA.
- Should there be a class cancellation, PPA will be responsible for informing all course participants. BSDA and ULI will be responsible for alternative arrangements within the framework of UMSL Chancellor's Certificate requirements.

Course Close-out

- PPA will approve and administer the creation and distribution of Chancellor's Certificates.
- PPA will handle financial statement production and course accounting, to be reviewed by ULI and BSDA.
- PPA will administer payment to partners per this agreement.
- ULI will be responsible for paying instructors fees after the final module has been taught.

On behalf of the Curators of the University of Missouri

Accepted by:

Catherine Jochens
UMSL Business Services

Date: _____

On behalf of the revenue-sharing partners

Accepted by:

Dan Sise
Interim Program Director
UMSL Public Policy Administration Program

Date: _____

Chip Crawford
District Council Chair
Urban Land Institute-St. Louis

Date: _____

President/CEO
The Bi-State Development Agency
of the Missouri-Illinois Metropolitan District

Date: _____



Fundamentals of Economic Development

Economic Development

March—April 2018

- This introductory program is designed for:*
- Public sector economic development commissioners and staff
 - Special taxing district commissioners and staff
 - Elected officials
 - Community Development Corporation board members and staff
 - Private sector specialists
 - Citizens and students interested in economic/community development

ECONOMIC DEVELOPMENT is key to regional success. This Chancellor's Certificate program, Fundamentals of Economic Development, covers introductory economic and community development concepts and tools to attract, assess, and support development and redevelopment opportunities in our communities. Course modules, held in the heart of the Cortex Innovation Community, will lead participants through the steps necessary to develop and implement economic development plans and projects.



University of Missouri—St. Louis
Public Policy Administration Program
1 University Boulevard
St. Louis, MO 63121-4400

UII 01/2018



St. Louis



Gateway to growth. On both sides of the river.



CHANCELLOR'S CERTIFICATE
Earn a noncredit UMSL Chancellor's Certificate in Fundamentals of Economic Development by completing six of eight modules. You may sign up for the entire course or for individual modules.

PARTNERSHIP
Offered by the UMSL Public Policy Administration Program, the Urban Land Institute—St. Louis, and Bi-State Development.

SCHEDULE/LOCATION
The course consists of eight modules that include lecture and discussion. Classes are held Thursdays at CIC@CET, 20 S. Sarah St., St. Louis, MO 63108 from 6–9 p.m. You may sign up for the entire course or for individual modules.

INSTRUCTORS
Course instructors are senior economic development practitioners in Missouri and Illinois, representing nonprofit, public, and private perspectives.

Fundamentals of Economic Development

March–April 2018

Module 1: Economic Development— A Public Perspective

MAR. 1

Learn about the role of local government in economic development and discuss the necessary conditions to foster a successful business climate. Consider the many facets of economic development and how they relate to different sectors and stakeholders.

Instructors: Amy Hamilton, City Manager, City of Richmond Heights, MO
Julianne Stone, Vice President, Strategic Initiatives,
Bi-State Development

Module 2: The Intersection of Community and Business

MAR. 8

Explore the connections between community development and economic development. Ensure that your community and economic development goals align. Discuss the importance of issues including place-making, infrastructure, and comprehensive planning for attracting residents, workers, and businesses.

Instructors: Paul Hubbsman Senior Manager for Corridor Studies,
East-West Gateway Council of Governments
Matt Weill, Principal, Development Strategies

Module 3: Building Your Jurisdiction's Economic Development Plan

MAR. 15

Create a roadmap for achieving economic development success in your community. What is the appropriate economic development strategy? Understand the options and process for realizing your economic development goals, including the regional context, prioritizing resources, public input, and strategy formulation.

Instructors: Bob Lewis, Retired Principal, Development Strategies
David Leezer, Director of Economic Development, City of St. Charles
This class will take place at the Streets of St. Charles

Module 4: Rules of the Road—From Data Gathering to Sunshine Laws

MAR. 22

"No, you can't close the meeting." "Where do we find those data points?" "My nephew is a developer..." Maintaining public trust is critical. Unpack the various ethics rules and data sources that can assist in ensuring that your economic development decision making is built on solid ground.

Instructors: Ruth Sergenian, Director, Economic Research and Analysis,
St. Louis Regional Chamber
Wally Stewart, Director, Civic Engagement & FOCUS Impact Fellows,
Focus St. Louis

No class March 29

Module 5: Where the Rubber Meets the Road—Understanding the Developer's Perspective

APR. 5

The plan is in place. What's next? Understand the basics of the development process and the numbers that make the deal work, including the language of developers and contractors and the expectations of those with whom you are doing business.

Instructor: John Langa, Vice President, Economic Development,
Bi-State Development

Module 6: Taking Your Economic Development Plan from Paper to the Street

APR. 12

Understand the tools in your toolbox and how to use them to reach your community's goals. Identify the steps and resources for implementation: creating timelines and performance measures; working with private developers; utilizing economic development incentives and bonds; and capitalizing on opportunities when they arise.

Instructors: Ted Shekell, Director of Community Development, City of O'Fallon, IL
Carl Ramey, Retired Managing Director, Public Finance, Stifel

Module 7: Regional Agencies and Local Economic Development

APR. 19

Discuss how a coordinated approach and intergovernmental collaboration can positively impact and protect economic development efforts at the local level. What is the role of large regional agencies and how do these agencies impact local economies?

Panelists: Rhonda Hamm-Niebruegge, Director, St. Louis Lambert
International Airport
Mike Kearney, Director of Economic Development, Ameren Corporation
John Nations, President and CEO, Bi-State Development
Susan Trautman, Executive Director, Great Rivers Greenway

Module 8: Why St. Louis? Business Attraction—Views from the Outside

APR. 26

Consider St. Louis from a business' perspective. What attracts businesses to St. Louis? Discuss the assets that allow the region to compete nationally as well as the work that still needs to be done on marketing St. Louis to those interested in locating here or expanding their presence.

Instructors: Steve Johnson, CEO, Missouri Partnership
Doug Rasmussen, Director, Site Selection & Incentives Advisory,
Duff & Phelps, LLC

Registration

- Fundamentals of Economic Development
Thursdays, March 1–April 26, 2018, 6-9 p.m.

- Module 1: Economic Development: A Public Perspective—Mar. 1
- Module 2: The Intersection of Community and Business—Mar. 8
- Module 3: Building Your Jurisdiction's Economic Development Plan—Mar. 15
- Module 4: Rules of the Road: From Data Gathering to Sunshine Laws—Mar. 22
- Module 5: Where the Rubber Meets the Road: Understanding the Developer's Perspective—Apr. 5
- Module 6: Taking Your Economic Development Plan from Paper to the Street—Apr. 12
- Module 7: Regional Agencies and Local Economic Development—Apr. 19
- Module 8: Why St. Louis? Business Attraction: Views from the Outside—Apr. 26

No Class March 29

\$500 for 8 modules/\$75 per module

REGISTER ONLINE: umsl.edu/go/ecodcv

(credit card payment or invoice option available)

QUESTIONS: Call (314) 516-6713

REGISTER BY MAIL: Detach entire panel and mail to

MMH Professional Training
attn: UMSL Economic Development Certificate
4633 World Parkway Circle
St. Louis, MO 63134

REGISTER BY PHONE: Call (314) 516-8419

Charge card or P.O. information must be provided.

Name _____	_____
Address _____	_____
City, State, ZIP _____	_____
Phone: Day _____	Evening _____
Email _____	_____
Jurisdiction/Employer _____	_____
Title _____	_____
_____ Entire course (\$300) = \$ _____	<input type="radio"/> Pay by check: Make checks payable to the University of Missouri, St. Louis
_____ Individual modules (\$375) = \$ _____	<input type="radio"/> P.O. provided
Total = \$ _____	<input type="radio"/> Bill me
BILLING ADDRESS IF DIFFERENT THAN ABOVE:	
Address _____	_____
City, State, ZIP _____	_____

For those who register for the Entire Session, cancellations received five business days prior to the first date of the program will be refunded, less a \$25 processing fee. For those who register for Individual Modules, cancellations received five business days prior to the date of the module that you wish to cancel will be refunded, less a \$25 processing fee. If you are unable to attend, you may send a substitute, but we ask that you notify us of this change at persons@umsl.edu. Unless you cancel as per the guidelines noted above, even if you do not attend class, you will be billed for the registration fee once you register. For those registering for the Entire Session, if payment is not received at least two days before the first class, we reserve the right to cancel your registration. For those registering for Individual Modules, if payment is not received at least two days before the module date, we reserve the right to cancel your registration.

Open Session Item

6

**Bi-State Development
Operations Committee
Agenda Item
January 15, 2019**

From: Jessica Mefford-Miller, Executive Director – Metro Transit
Subject: **Contract Award: The Harlan Company for the Replacement of the Oil/Water Separator at the Brentwood Bus Facility**
Disposition: Approval
Presentation: Jessica Mefford-Miller, Executive Director Metro Transit; Larry Jackson, Executive Vice President of Administration; Greg Smith, Vice President Purchasing, Materials Management and Supplier Diversity

Objective:

To present to the Operations Committee, for discussion and referral to the Board of Commissioners, a request for authorization to award a contract to The Harlan Company for the Replacement of the Oil/Water Separator at the Brentwood Bus Facility.

Board Policy:

Board Policy Chapter 50.010, Section E.1.b., requires the Board of Commissioners shall approve Non-Competitive Procurements which exceeds \$100,000.00.

Funding Source:

The project budget is supported by the current federal grants: MO-2016-026 and Prop M Funds.

Background:

Several years ago, the originally constructed Oil/Water Separator at the Brentwood MetroBus Facility failed. The existing separator was taken out of service, cleaned and filled with gravel. It is the intent of this project to remove the gravel that was previously placed, fill the old separator with flowable fill, and install a new Oil/Water Separator, along with all necessary plumbing connections and grading at the site.

Analysis:

Solicitation No. 18-SB-105225-CB for the replacement of the Oil/Water Separator at the Brentwood Bus Facility was issued July 16th, 2018. The sealed bid was advertised in BSD's iSupplier Portal, which is BSD's web-based communication tool, structured to allow bidders full and open access to view, communicate, and submit bids on active solicitations. Sixty-one (61) companies viewed the invitation to bid and were provided an electronic copy of the solicitation. Three (3) responded they would bid; however, only one company officially provided a bid.

On August 14, 2018, one bid was received from The Harlan Company. In accordance with FTA and BSD's policy, a query was conducted of all companies on the bidder's list to determine why only one bid was received. Reasons included: 1) uncertainty of the existing conditions and 2) unclear scope of work.

The original bid is listed below:

The Harlan Company Bid	Independent Cost Estimate
\$404,800	\$387,600

In addition, The Harlan Company's revised cost proposal is within 4.4% of the Engineer's Estimate.

This contract has an established DBE goal of 8%. Harlan Company's initial bid submission did not commit to meet the established DBE goal. In situations when the contractor does not meet the established DBE goal, Bi-State must examine and determine if the contractor did a good faith effort to include DBE contractors. Supplier Diversity evaluated and accepted Harlan Company's good faith efforts, their plan which outlined areas for DBE subcontracting opportunities, and the 1.8% DBE participation obtained through trucking. Supplier Diversity will work with all parties to maximize participation.

Committee Action Requested:

Management recommends that the Operations Committee discuss and forward to the Board of Commissioners for approval this request to award a single bid contract to The Harlan Company in the amount of \$404,800 for construction services to replace the Oil/Water Separator at the Brentwood Bus Facility. The contract period shall not exceed eight months.

Open Session Item

7

**Bi-State Development
Operations Committee
Agenda Item
January 15, 2019**

From: Jennifer S. Nixon, Executive Director -Tourism Innovation
Subject: **Amendment to the Second Memorandum of Agreement between Bi-State and the City of St. Louis**
Disposition: Approval
Presentation: Jennifer S. Nixon, Executive Director - Tourism Innovation

Objective:

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

Board Policy:

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

Funding Source:

The Riverboats Operating Fund will be able to fund all three permits.

Background:

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

The Second Memorandum of Agreement (“Second MOA”), dated December 31, 2011, extended the Agreement until December 31, 2018.

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

Analysis:

BSD wishes to amend the Second Memorandum of Agreement, in order to extend the term of the Second MOA until December 31, 2022, and to require the City Department of Streets to continue to issue the Riverboat Permit, Dock Barge Permit, and Heliport Permit during the extended term of the Second MOA.

Operations Committee

Amendment to the Second Memorandum of Agreement between Bi-State and the City of St. Louis

January 15, 2019

Page 2

Committee Action Requested:

Management recommends that the Operations Committee approve and forward to the Board of Commissioners for approval the attached Amendment to the Second Memorandum of Agreement.

Attachment 1: Amendment to the Second Memorandum of Agreement

Attachment 2: Second Memorandum of Agreement

Open Session Item 7
Attachment 1

AMENDMENT TO THE SECOND MEMORANDUM OF AGREEMENT

THIS AMENDMENT TO THE SECOND MEMORANDUM OF AGREEMENT (the "Amendment") is dated as of _____, 2019 (the "Effective Date"), by and between THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT (the "Agency") and THE CITY OF ST. LOUIS, MISSOURI (the "City").

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

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

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

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

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

4. Section 3.1 of the Agreement, Permit for Riverboat Mooring Site, is hereby amended in part to require the City to renew the Riverboat Permit during the extended term of the Agreement. Accordingly, the first sentence of Section 3.1(d) is hereby amended to delete the phrase "December 31, 2015" and replace it with "December 31, 2020" and to delete the phrase "December 31, 2018" and replace it with "December 31, 2022."
5. Section 3.2 of the Agreement, Permit for Dock Barge Mooring Site, is hereby amended in part to require the City to renew the Dock Barge Permit during the extended term of the Agreement. Accordingly, Section 3.2(d) is hereby amended to delete the phrase "December 31, 2015" and replace it with "December 31, 2020" and to delete the phrase "December 31, 2018" and replace it with "December 31, 2022."
6. Section 3.3 of the Agreement, Permit for Heliport Site, is hereby amended in part to require the City to renew the Heliport Permit during the extended term of the Agreement. Accordingly, Section 3.3(e) is hereby amended to delete the phrase "December 31, 2015" and replace it with "December 31, 2020" and to delete the phrase "December 31, 2018" and replace it with "December 31, 2022."
7. Except as amended by this Amendment, all other terms, provisions and sections of the Agreement shall remain in full force and effect.

Signature Page Follows

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

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

THE CITY OF ST. LOUIS, MISSOURI

By: _____
Name:
Title:

By: _____
Mayor

ATTEST:

By: _____
Comptroller

By: _____
Name:
Title:

APPROVED AS TO FORM:

By: _____ City
Counselor

ATTEST:

By: _____
Register

Open Session Item 7
Attachment 2

SECOND MEMORANDUM OF AGREEMENT

By and Between

THE CITY OF ST. LOUIS, MISSOURI

and

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

Dated as of December 31, 2011

SECOND MEMORANDUM OF AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 1.2. Rules of Interpretation.

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

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

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

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

ARTICLE II

REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

MOORING RIGHTS AND ST. LOUIS RIVERFRONT IMPROVEMENTS

Section 3.1. Permit for Riverboat Mooring Site.

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

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

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

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

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

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

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

Section 3.2. Permit for Dock Barge Mooring Site.

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

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

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

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

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

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

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

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

Section 3.3. Permit for Heliport Site.

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

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

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

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

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

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

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

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

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

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

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

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

Section 3.4. Municipal Purposes

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

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

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

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

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

ARTICLE IV

DEFAULT AND REMEDIES

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

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

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

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

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

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

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

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

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

ARTICLE V

ASSIGNMENTS

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

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

ARTICLE VI

MISCELLANEOUS PROVISIONS

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

(a) To the Agency:

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

(b) To the City:

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

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

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

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

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

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

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

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

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

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

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

[Remainder of page left intentionally blank]

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

Executed by the City on December 31, 2011.

THE CITY OF ST. LOUIS, MISSOURI

Francis R. May
Mayor

Carolene Green
Comptroller

APPROVED AS TO FORM ONLY:

Pat Nagema
City Counselor

ATTEST:
James H. May
Register

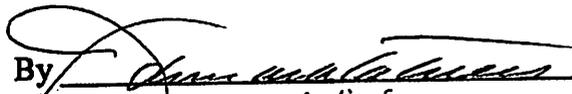
COMPTROLLER'S OFFICE
DOCUMENT # 53067

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

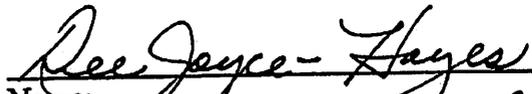
Executed by the Agency on Dec. 14, 2011.

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

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

[SEAL]

ATTEST:


Name:
Title: General Counsel

[Remainder of page left intentionally blank]

EXHIBIT A

Department of Streets Dock Barge Permit

CONDITIONS FOR TEMPORARY MOORING ON THE RIVERFRONT

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

DOCK BARGE PERMIT CONDITIONS

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

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

EXHIBIT B

Department of Streets Heliport Permit

CONDITIONS FOR TEMPORARY MOORING ON THE RIVERFRONT

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

HELIPORT PERMIT CONDITIONS

10. Additionally, this permit contains the following conditions:

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

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

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

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

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

EXHIBIT C

Department of Streets Riverboat Permit

CONDITIONS FOR TEMPORARY MOORING ON THE RIVERFRONT

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

RIVERBOAT PERMIT CONDITIONS

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

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

**Bi-State Development
Operations Committee
Agenda Item
January 15, 2019**

From: Jennifer S. Nixon, Executive Director – Tourism Innovation
Subject: **Contract Modification: Extension of Gateway Arch Riverfront Marketing Agency Services**
Disposition: Approval
Presentation: Jennifer S. Nixon, Executive Director – Tourism Innovation and Gregory Smith, Executive Vice President – Administration

Objective:

To present to the Operations Committee, for discussion and referral to the Board of Commissioners, a request for approval of a contract extension and modification to expand the contract period of performance 180 calendar days.

Board Policy:

Board Policy Chapter 50.010 G., *Purchasing*, requires Board of Commissioners to approve contract extensions in excess of 180 days.

Board Policy Chapter 50.010 E., *Purchasing*, requires Board of Commissioners to approve procurements for a contract term, including options, which exceed five (5) years and Competitive Negotiation Procurements which exceed \$500,000.

Funding Source:

The funding source for the proposed contract extension is Operating Revenue, specifically the Advertising & Promotion account for the Arch and Riverboat cost centers. The total contract extension amount will be split between the Gateway Arch and Riverboat cost centers 80% (\$166,894.46) / 20% (\$41,723.62), respectively, totaling \$208,618.08.

Background:

In May 2009, Bi-State Development (**BSD**) awarded a five (5) year Contract to Standing Partnership to provide marketing, advertising, and public relations services to assist in the development and implementation of marketing activities for the Gateway Arch Riverfront. The services included communications, marketing, and web development. The contract was for three (3) base years and two (2) option years (March 14, 2014 – March 13, 2019). Currently, the contract is in Option Year 2 – March 14, 2018 – March 13, 2019; the annual contract amount for all five years is \$331,250, with a five-year, not-to exceed total of \$1,656,250.00.

In September 2016, Board approval was obtained to expand the scope and overall contract for the purpose of rebranding the Gateway Arch Riverfront, to reflect the new visitor experience as a result of the City Arch River (**CAR**) project, as well as additional changes at the Jefferson National Expansion Memorial (**JNEM**), at cost of \$816,750. This modification increased the not-to-exceed cost to \$2,473,000.

Analysis:

The contract would be modified to include a contract extension for six (6) months (March 14, 2019 through September 13, 2019) in the amount of \$208,000, to cover the extended period of performance.

Committee Action Requested:

Management recommends that the Operations Committee approve, and forward to the Board of Commissioners for approval, the request that the President & CEO issue a modification to extend the contract by six months, in the amount of \$208,000 with Dovetail, Inc. for continuity of services for the project completion, with the total revised contract amount not to exceed **\$2,681,000**.

Open Session Item

9



Metro Transit 2nd Quarter Update

Performance Indicators

System Ridership

2nd Quarter Fiscal Year 2019

Ridership during the fall months of fiscal year 2019 see continued ridership loss, although the rate of loss is still slower than those losses endured in recent previous quarters. Some of the loss aboard MetroLink may be attributed in part to the lagging performance of the Cardinals during this period. In addition, Metro experienced even more heightened attention in the media related to public safety and security, due to a high-profile music video filmed on Metro property.

Change in actual **2nd Quarter MetroBus Ridership** compared to Q2 FY18

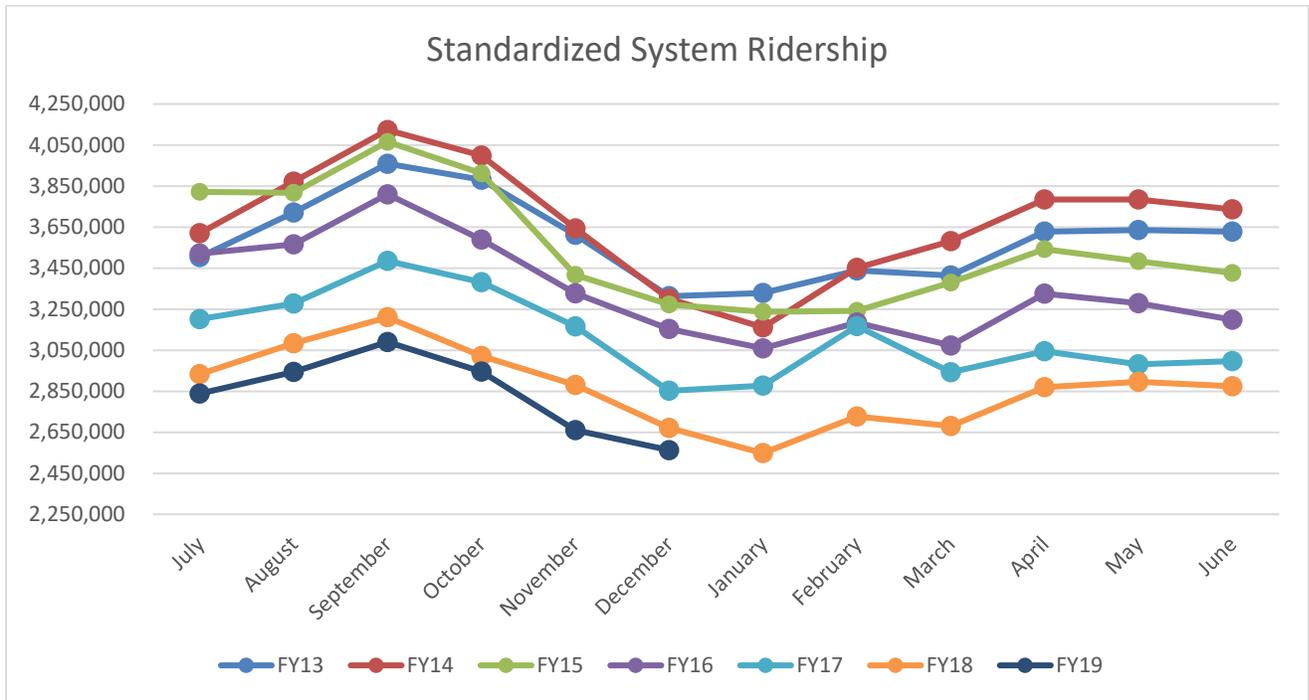
- **FY19** totals are down by (-3.0%)
 - *MetroBus hosted about (178,300) thousand fewer passenger trips compared to FY18*

Change in actual **2nd Quarter MetroLink Ridership** compared to Q2 FY18

- **FY19** totals are down by (-4.7%)
 - *MetroLink hosted about (153,250) thousand fewer passenger trips compared to FY18*

Change in **Call-A-Ride Ridership September - November**

- Call-A-Ride FY19 = 3,321,900
- Call-A-Ride = 3,491,700
 - **FY19** totals are down by (5.1%)



Passenger Revenue

While passenger boardings have continued to decrease, passenger revenue receipts are falling just below budget, at 0.36% below budget for July – October of FY19.

	Jul	Aug	Sep	Oct	Year-to-Date
Actual Passenger Revenue	\$3,510,891	\$3,175,967	\$3,277,752	\$3,342,234	\$13,306,844
Budget Passenger Revenue	\$3,368,544	\$3,329,853	\$3,310,753	\$3,250,236	\$13,259,386
Passenger Revenue Variance	142,347	-153,886	-33,001	91,998	-47,458
Passenger Revenue % Variance	4.20%	-4.60%	-1.00%	2.80%	-0.36%

Major Programs Updates

Public Safety

After high-profile crime events in July – August 2018, Public Safety conducted a thorough review and crime analysis and based on the review, implemented scheduling and deployment changes to put more Metro Public Safety personnel on MetroLink. There has been a noticeable increase in both the visibility and presence by Metro Transit Authority Officers, and a concomitant increase in bus and train checks and patrols throughout the region to provide support and a law enforcement presence. As a result, self-initiated and proactive patrols increased by 150 percent over second quarter FY2019. Metro Department of Public Safety has begun to create a strategic deployment plan for Metro Transit Authority Officers (TAOs) that maximize officer visibility and patrols across the MetroLink and MetroBus system. The initial phase of this deployment plan became effective October 8, 2018.

During the second quarter of FY19, there were 391 bus checks, 11,480 train patrols, and 7,217 foot patrols conducted by TAOs. The canine unit also increased its proactive efforts to increase visibility along



the alignment and conducted 555 canine patrols. Fare enforcement efforts have also seen a significant increase in the last few months. Fare enforcement activities, to include inspection and validation of tickets by passengers on the alignment, saw more than 57,000 ticket validations on the trains, which is a 66 percent increase over last year. Smart card inspections are also up by 101 percent while customer complaints related to security are down 24 percent for the same period from last year. Public Safety officers made 21 arrests and wrote over 965 citations while fare inspectors wrote 1052 citations.

The increased patrols are making a significant impact on the security of our customers and employees across the MetroLink system. Metro Public Safety must also work to provide presence across the MetroBus system.

Metro Reimagined

In October 2018, Metro released a revised vision of the *Metro Reimagined* transit network. This revised vision considers input received in fall 2017 – spring 2018, and includes opportunities for enhanced service frequency; reduced route deviations; and introduction of innovative mobility solutions including microtransit and employer-focused shuttles. This information was presented to the public at a series of meeting at MetroLink Stations and MetroBus Transit Centers, at neighborhood and community meetings, and through the project website, www.metrostlouis.org/reimagined.

The reimagined MetroBus network will include a series of investments and service adjustments implemented in fall 2019. This service plan will be supported by adjustments to Metro’s capital program, including our fleet acquisition plan, addition of passenger amenities, and enhanced emphasis on customer needs, customer experience, and our community. Deployment of some recommendations of Metro Reimagined will require the creation of new partnerships for service, including the possibility of mobility options not directly operated by Metro.

ADA Services

Metro’s ADA Services Department provides support and guidance to Planning and Operations on matters related to serving disabled customers. Key activities in the second quarter of FY2019 included continuing to support the *Metro Reimagined* customer engagement effort by engaging customers with disabilities to elicit focused feedback regarding the Metro Reimagined Draft Plan. This engagement is done through small group meetings with stakeholders, and through the Metro ADA Customer Advisory Group, which dedicated its November meeting to discussion with Planning Staff about Metro Reimagined and its potential impact on the disabled community.

Key Performance Indicators for ADA Services in FY2019 Second Quarter include:

- Certified and issued 535 Fixed Route Reduced Fare Permits for customers with disabilities for discounted fares on MetroBus and MetroLink in accordance with Section 5307 requirements.
- Certified 706 customers as eligible for Metro Call-A-Ride or ATS ADA Paratransit services:
 - 453 Unconditional;
 - 195 Conditional;
 - 40 Temporary; and
 - 18 Visitor.
- Handled 3702 calls from customers on the departmental line (314-982-1510) regarding ADA and Half Fare Eligibility and Certification.



Wayfinding

Design firm, Merje, has been tasked with launching a signage update for Metro transit to include all MetroBus stop signage and updates across much of the MetroLink system. This design process is under way, and deployment of new signage will begin with MetroBus stop signs in 2019. Staff is currently developing a request for proposals for MetroBus stop sign fabrication and installation, to be procured in spring 2019.

Revenue Vehicle Replacement

At the November 2018 Board of Commissioners meeting, staff received approval for the award of a contract for replacement of at least seventy Call-A-Ride paratransit vans. The current Call-A-Ride fleet operates approximately 6 million miles annually, has an average fleet age of 5.84 years and 316,390 miles. The initial sixty-nine vehicles that are in critical need of replacement are nine (9) years old and average over 450,000 miles. This far exceeds the FTA required five (5) years or 150,000 miles. At this time July 2019 is the manufacturers target date for the initial production of thirty vehicles.

Engineering Projects

Union Station Tunnel Reconstruction – Design

This project reconstructs the MetroLink tunnel under the Union Station Parking Lot. The overall design is approximately 60% complete. In the construction phase, the Communication Room, Overhead Conductor Rail Foundations, Warehouse Demo and Asbestos Removal projects have been bid by the general contractor, Kiewit. Metro and Kiewit to meet to finalize cost negotiations for the early work packages and issue first construction contract in early January. The project team has finalized the construction contract language. The team continues to develop construction cost estimates as the design is completed. Temporary Construction Easement at parking lot level offer letter was presented in October. The condemnation petition filed on 12/19/2018.

Cortex Station and Central West End Stations – Construction

Central West End Platform extension has been completed however contractor is continuing work to provide communication conduits, sidewalks, fencing and handrails. Work scheduled to be completed in January, 2019.

Cortex Station

Working on punch list items. Minor issues still needing to be resolved.

Downtown Transfer Center – Construction

Fence repairs and recoating approximately 95% complete. Ped fencing/planters project plans and specifications being finalized. Hope to advertise and receive bids in January.

MetroLink Station Enhancements – Procurement for Planning and Design

Metro is seeking technical assistance from a firm or team of firms to conduct design work for enhancements to five MetroLink stations. The five stations are Laclede's Landing, Convention Center, 8th & Pine, Forest Park – DeBaliviere, and Delmar Loop stations. The main goals of these enhancements include promoting a safe and attractive environment at each station, strengthening connections to the surrounding community, and reducing long-term maintenance costs. RFPs are due on 1/7/2019. Briefing paper submitted for discussion/action at the 1/15/2019 Operations Committee Meeting. Expectation is to review the RFPs and negotiate a contract so it can be approved at the 2/22/2019 Board Meeting and a



Notice to Proceed can be issued shortly thereafter. The proposed planning/design schedule is approximately 18 months.

Downtown Tunnel Repairs – Procurement for Design

This project provides for the design of masonry and concrete repairs to the downtown tunnel between 8th and Pine and Laclede’s Landing Stations. The budget was adjusted to split project into Project Development and Final Design. We will need to identify additional funds for final design. The construction cost estimate will be refined at the 30% plan stage. Procurement is processing the design contract with Modjeski and Masters with a Notice to Proceed expected very soon. Design is scheduled for approximately one year with construction to take place after the completion of the Union Station Tunnel Construction.

Feeder Wire Water Mitigation – Procurement for Construction

This project provides a new electrical feeder wire connection from the MO-05 substation to the adjacent MetroLink power system. Construction on MO-05 started in October 2018. Construction is expected to be complete in February.

Missouri Slope Stability – Design

This project provides drainage improvements and a walking path to the Wellston MetroLink Station. The property owner has requested some minor changes to the plans. Once changes are made and final approval is obtained from property owner, project can move to Construction Procurement. Project is expected to be advertised for construction bids in January.

Metro Bridge – Skinker Boulevard Rehabilitation – Design

This project provides for the rehabilitation of the MetroLink Bridge over Skinker Boulevard. Notice to Proceed to design firm, STV issued and a kickoff meeting was held on 12/21/2018. Surveying will begin in January 2019 and design will follow.

MetroLink Parking Lot Repairs and Replace - MO- Yr 1 Design

This project provides for analysis of existing conditions and suggested repair/maintenance procedures for all Bi-State parking lots. Notice to Proceed to design firm TWM issued and a kickoff meeting was held on 12/20/2018. Pavement analysis will begin in January 2019 with an approximate 6 month project duration.

Pedestrian Access Control – Procurement for Construction

This project includes the installation of various elements associated with pedestrian access control at five MetroLink Stations – Fairview Heights, N. Hanley, Delmar, Forest Park – DeBaliviere and Central West End. The goal of this project is to make permanent the enhancements added to the stations for the recent station access pilot program, while adding two additional key stations. The bid documents were released on Dec. 20 and bids will be due in late January.

Other Projects

Pre-Procurement Phase

- 1770 ADA Bus Stop Enhancements
- 1959 Z-Crossings (Wellston, Maplewood, Belleville)
- 2051 DeBaliviere Wall Repairs
- 2081 Replace/Enclose Convention Center MetroLink Escalator