



Board of Commissioners
February 21, 2020
8:30 AM

Open Session Agenda

Notice of Meeting and Agenda

**Bi-State Development
Board of Commissioners Meeting
Friday, February 21, 2020 at 8:30 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	Vice Chair Holman
2. Roll Call	Quorum	M. Bennett
3. Public Comment	Information	Vice Chair Holman
4. Minutes from the November 22, 2019, Meeting of the Board of Commissioners, Open Session	Approval	Vice Chair Holman
5. Minutes from the December 10, 2019, Special Meeting of the Board of Commissioners, Open Session	Approval	Vice Chair Holman
6. Minutes from the January 3, 2020, Special Meeting of the Board of Commissioners, Open Session	Approval	Vice Chair Holman
7. Report of the President	Information	T. Roach
8. Report of the Combined Operations Committee and Audit, Finance, & Administration Committee	Information	Vice Chair Holman
9. Report of the Security Sub Committee	Information	Commissioner Simmons
10. Adjustment of Consent Agenda	Approval	Vice Chair Holman
11. Consent Agenda	Approval	Vice Chair Holman
a. Contract Award – Gillig, To Purchase 4 Battery Electric Buses (Resolution #1024)	Approval	J. Mefford-Miller / L. Jackson / D. Curry
b. Contract Award – Transit and MetroLink Station Advertising Services (Resolution #1025)	Approval	T. Zimmerman
c. Bi-State Development Research Institute Pilot Food Kiosks Donation (Resolution #1026)	Approval	J. Langa
d. Contract Award – Design Services for Repurposing of Tucker Theater at the Gateway Arch (Resolution #1027)	Approval	L. Jackson / C. Baragary / G. Smith
e. Police Assistance Services Agreement with the St. Louis City Metropolitan Police Department (Resolution # 1028)	Approval	T. Roach / S. Berry
f. Sole Source Contract for Temporary Financial Consultant (Resolution #1029)	Approval	M. Vago

Agenda	Disposition	Presentation
g. Appointment of Successor Trustee for Light Rail Vehicle Lease Transactions (Resolution #1030)	Approval	M. Vago / T. Fulbright / J. Terry
h. Contract Modification – Extension of Contract with Arthur J. Gallagher (Resolution #1031)	Approval	C. Stewart / D. Toben / G. Smith
12. Contract Award – Microtransit Pilot Project (Resolution #1032)	Approval	J. Mefford-Miller / L. Jackson / J. Gershman
13. Contract Award – Construction of Charging Infrastructure for Battery Electric Buses (Resolution #1033)	Approval	J. Mefford-Miller / C. Poehler / G. Smith
14. Reimbursement Agreement between Bi-State Development and Great Rivers Greenway for a Pedestrian Crossing Gate Improvement (Resolution #1034)	Approval	J. Langa
15. Bi-State Development Public Comment Policy	Information	B. Enneking
16. Metro Transit Operations Report	Information	J. Mefford-Miller
17. Unscheduled Business	Approval	Vice Chair Holman
18. Call for the Dates of Future Board & Committee Meetings	Information	M. Bennett
19. Adjournment to Executive Session**	Approval	Vice Chair Holman
20. Reconvene to Open Session	Approval	Vice Chair Holman
21. Adjournment	Approval	Vice Chair Holman
<p><i>**If such action is approved by a majority vote of The Bi-State Development Agency's Board of Commissioners who constitute a quorum, the Board may go into closed session to discuss legal, confidential, or privileged matters pursuant to Bi-State Development Board Policy Chapter 10, Section 10.080 (D) Closed Records: Legal under §10.080(D)(1); Real Estate under §10.080(D)(2); Personnel under §10.080(D)(3); Health Proceedings under §10.080(D)(4); Employee Negotiations under §10.080(D)(5); Data Processing under §10.080(D)(6); Purchasing and Contracts under §10.080(D)(7); Proprietary Interest under §10.080 (D)(8); Hotlines under §10.080(D)(9); Auditors under §10.080(D)(10); Security under §10.080(D)(11); Computers under §10.080(D)(12); Personal Access Codes under §10.080(D)(13); Personal Information under §10.080(D)(14); Insurance Information under §10.080(D)(15); Rail, Bus, or Facilities Safety and Accidents under §10.080(D)(16) or Protected By Law under §10.080(D)(17).</i></p>		

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

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

Open Session Item

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**BI-STATE DEVELOPMENT
BOARD OF COMMISSIONERS MEETING
OPEN SESSION MINUTES
November 22, 2019**

Board Members in Attendance

Missouri

Aliah Holman, Vice Chair
Constance Gully
Fred Pestello
Rose Windmiller

Vernal Brown, Secretary – Absent

Illinois

Michael S. Buehlhorn, Chair
Justin Zimmerman – via phone
Derrick Cox
Herbert Simmons

Irma Golliday – Absent

Staff in Attendance

Taulby Roach, President and Chief Executive Officer
Barbara Enneking, General Counsel and Deputy Secretary
Myra Bennett, Manager of Board Administration
Brenda Deertz, Executive Assistant
Jim Cali, Director Internal Audit
Jerry Valley, External Communications Manager
Patti Beck, Director Communications
Jamie Kenyon, General Maintenance Mechanic
Charles Stewart, Executive Vice President, Organizational Effectiveness
Andrea Jumper, Intern
Larry Jackson, Executive Vice President Administration
John Langa, Vice President Economic Development
Angela Staicoff, Sr. Internal Auditor
Kelli Fitzpatrick, Sr. Internal Auditor/PT
Virginia Alt-Hildebrandt, Manager Administrative Services
Chance Baragary, Project Director – Arch
Kent Swagler, Director Corporate Compliance & Ethics
LaSilvia Franklin, Financial Analyst and Administrator
Kevin Kloeber, Manager Insurance & Analysis
Greg Smith, Vice President Procurement & Inventory Management
Sally Bender, Internal Auditor PT
Lisa Burke, Executive Assistant
Andrew Ghiassi, Director Safety/Chief Safety Officer
Kathy Brittin, Director Risk & Absence Management
Ted Zimmerman, Vice President Marketing & Communications
Tamara Fulbright, Sr. Director Financial Planning & Treasury
Tim Nittler, Director Capital Projects
Kerry Kinkade, VP Chief Information Officer
Diana Bentz, Vice President Talent Management

Jessica Gershman, Assistant Executive Director Planning Systems
Virgie Chaffen, Jr., Director Labor Relations
Michael Gibbs, Manager Financial Operations – Admin & Business Operations
Vernice Kelly, Director of Human Resources
Chris Poehler, Asst. Executive Director Engineering Systems
Jessica Mefford-Miller, Executive Director Metro Transit
Mary Lamie, Executive Vice President Multi Modal Enterprises
Mark Vago, Senior Vice President Chief Financial Officer

Others in Attendance

Kim Cella, CMT
Tom Sullivan
Erica Brooks
John Hickey, Sierra Club
Paul Hampel, St. Louis County Council
Reggie Cavitt, ATU 788 / CBTU
Mitch Eagles

1. Open Session Call to Order

8:00 a.m. Chair Buehlhorn called the Open Session of the Bi-State Development Agency, Board of Commissioners Meeting to order at 8:00 a.m.

2. Roll Call

8:00 a.m. Roll call was taken, as noted above.

3. Public Comment

8:00 a.m. Chair Buehlhorn noted that several speaker cards were submitted for today's meeting. He stated that, it is his understanding that Mr. Tom Sullivan attempted to submit a speaker card via e-mail; however, his e-mails did not seem to be received. Chair Buehlhorn asked if any of the Commissioners would be opposed to allowing him to speak. Being no objection, he noted that Mr. Sullivan will be allowed to address the Board of Commissioners.

Chair Buehlhorn stated that he has received a speaker card from Mitch Eagles, and asked if Mr. Eagles was in attendance. Being no response, Chair Buehlhorn called for the next speaker.

John Hickey, Sierra Club, addressed the Board of Commissioners voicing support for the use of electric buses. He submitted petitions to the Board, with approximately 200 signatures, supporting this issue, and asked that the Board of Commissioners approve the purchase of electric buses, which is included on today's agenda.

Chair Buehlhorn stated that he has received a speaker card from Betty Wigton, and he asked if Ms. Wigton was in attendance. Being no response, Chair Buehlhorn noted that Mr. Eagles is now in attendance, and asked if Mr. Eagles would like to address the Board.

Mitch Eagles voiced support for the use of electric buses, but noted that Metro needs to address ridership, and find a way to get more residents to use public transit. He stated that he is aware that people voice concerns regarding "safety"; however, he stated that he feels that the issue of

safety is a “St. Louis” issue, not a “Metro” issue. Mr. Eagles also expressed concerns regarding the fines for fare violations, and stated that he feels the fines disproportionately affect minorities and the disabled.

Erica Brooks addressed the Board of Commissioners, stating that there are no decals or signage for bus route #79 yet, and voiced concerns regarding transfers. She asked how Metro is ensuring that the transfers are appropriate. She also noted concerns regarding the new Lyft service and how the privatization could affect public transit.

Tom Sullivan addressed the Board of Commissioners voicing opposition to the Loop Trolley, and asking Bi-State Development to not support the project.

4. Minutes of the September 23, 2019 Board of Commissioners, Executive Committee, Open Meeting

8:20 a.m. The minutes of the September 23, 2019 Board of Commissioners, Executive Committee, Open Meeting were provided in the Board packet. A motion to approve the minutes was made by Commissioner Pestello and seconded by Commissioner Cox.

The motion passed unanimously.

5. Minutes of the September 27, 2019 Board of Commissioners, Open Meeting

8:20 a.m. The minutes of the September 27, 2019 Board of Commissioners, Open Meeting were provided in the Committee packet. A motion to approve the minutes was made by Commissioner Holman and seconded by Commissioner Windmiller. **The motion passed, with one abstention by Commissioner Pestello.**

6. Report of the President

8:21 a.m. President and Chief Executive Officer, Taulby Roach, noted that the draft security plan was presented to the Security Sub-Committee at their meeting on Monday, November 18th. It was presented to St. Clair County on Tuesday, and then to St. Louis City and St. Louis County. He noted that the plan aims for “compliance”, not punitive consequences. Mr. Roach thanked the Security Sub-Committee, St. Clair County, St. Louis City, St. Louis County, and staff for their time and input on the plan and on the design of the system.

7. Report of the Combined Operations Committee and Audit, Finance, & Administration Committee

8:24 a.m. Commissioner Holman stated that a combined meeting of the Operations Committee and Audit, Finance, & Administration Committee was held on October 18, 2019, at 8:00 a.m., and the draft minutes of that meeting are included in the board packet. She stated that the Committee is introducing nine (9) items on the Consent Agenda for consideration today, with the Committees’ recommendation of approval. Those items include:

- a. Amended Agreement between Saint Louis County and Bi-State Development Agency of the Missouri-Illinois Metropolitan District (Metro) d/b/a Transportation Management Association
- b. Contract Award: New Flyer, for the Purchase of 14 Battery Electric Articulated Buses
- c. St. Louis Downtown Airport Surplus Property Holdings
- d. 2019 Annual Surplus Property Holdings
- e. North Hanley MetroLink Station Development Proposal
- f. On-Call Real Estate Brokerage Services

- g. Contract Modification: Additional Funds for Broker of Record Services
- h. Update on Drug & Alcohol Policy & Plan
- i. St. Clair County Transit District Bus Shelters

Commissioner Holman noted that the Committee is presenting two (2) additional items for the Board's consideration today, with a recommendation for approval, which include:

Item #11. Parkway Interlocking / Richmond Heights Turnout Design Services; and
Item #12. Airport Terminal Repair / Replacement

She noted that, at the October meeting, several reports were also provided, including:

- Brentwood Bus Garage, Surplus Property Report
- Metro Transit Operations Report
- Pension Audit Update
- IAD Follow-Up Summary – 1st Quarter FY 2020
- IAD Status Report – 1st Quarter FY2020
- IAD SSO Status Report – 3rd Quarter CY2019

President and CEO Roach noted that there will be a slight amendment to the Consent Agenda items, noted above. He stated that Mary Lamie, Executive Vice President Multi Modal Enterprises, would like to develop a strategic plan regarding the current Airport surplus property holdings; therefore, she is asking that Item c. be removed from consideration at this time. In addition, Item d. will move forward; however, it will need to be modified to include the items listed in Item c.

8. Report of the Security Sub-Committee

8:28 a.m. Commissioner Windmiller reported that the first meeting of the Security Sub-Committee was held on October 29, 2019, at 9:00 a.m., and the draft minutes of that meeting are included in the Board Packet. She stated that, at the October meeting, President and CEO, Taulby Roach, introduced the new members of the Security team to the Committee, including: Stephen Berry, General Manager of Public Safety; Kevin Scott, Director of Security; and Vernon Summers, Manager of Contract Security. In addition, Stephen Berry, the General Manager of Public Safety, reviewed the current status and preliminary findings relating to Metro Security.

Commissioner Windmiller noted that the second meeting of the Security Sub-Committee was held on Monday, November 18, 2019. At that meeting, Ms. Lurae Stuart, WSP, gave a PowerPoint presentation of the draft security plan for Metro Transit. Captain Scott Melies, of the St. Louis County Police Department, was also in attendance at that meeting, and provided input regarding the proposed plan.

9. Adjustment of Consent Agenda

8:30 a.m. Chair Buehlhorn stated that there has been a request that Item 10 c., St. Louis Downtown Airport Surplus Property Holdings, be removed from today's agenda, for further consideration. Item 10 d. will move forward for approval; however, this item will be removed from the "Consent Agenda" and voted on separately, due to a needed amendment to the Annual Surplus Property Report, caused by the removal of the three Airport surplus properties, identified in Consent Agenda Item 10 c.

A motion to amend the Consent Agenda, as presented, was made by Commissioner Pestello and seconded by Commissioner Gully. **The motion passed unanimously.**

10. Consent Agenda Items

8:31 a.m. Consent Agenda Items:

- a. Amended Agreement between Saint Louis County and Bi-State Development Agency of the Missouri-Illinois Metropolitan District (Metro) d/b/a Transportation Management Association (Operations Committee Recommends Approval) (Resolution #1001)
- b. Contract Award: New Flyer, for the Purchase of 14 Battery Electric Articulated Buses (Operations Committee Recommends Approval) (Resolution #1002)
- e. North Hanley MetroLink Station Development Proposal (Operations Committee Recommends Approval) (Resolution #1005)
- f. On-Call Real Estate Brokerage Services (Operations Committee Recommends Approval) (Resolution #1006)
- g. Contract Modification: Additional Funds for Broker of Record Services (Audit, Finance, & Administration Committee Recommends Approval) (Resolution #1007)
- h. Update on Drug & Alcohol Policy & Plan (Audit, Finance, & Administration Committee Recommends Approval) (Resolution #1008)
- i. St. Clair County Transit District Bus Shelters (Operations Committee Recommends Approval) (Resolution #1009)

A motion to approve the amended Consent Agenda Items, as noted, was made by Commissioner Gully and seconded by Commissioner Holman. **The motion passed unanimously.**

10 d. 2019 Annual Surplus Property Holdings (Operations Committee Recommends Approval) (Resolution #1004)

8:32 a.m. A motion to approve Consent Agenda Item 10. d., with an amendment regarding the three Airport properties, identified in Consent Agenda Item #10 c., was made by Commissioner Holman and seconded by Commissioner Cox. **The motion passed unanimously.**

11. Parkway Interlocking / Richmond Heights Turnout Design Services (Operations Committee Recommends Approval) (Resolution #1010)

8:33 a.m. A briefing paper was provided in the Board packet, regarding a request to refer to the Board of Commissioners, for approval, a request to enter into a contract with STV Inc. dba STV Engineers, Inc. to provide Parkway Interlocking / Richmond Heights Turnout Design Services, in a not to exceed amount of **\$1,088,916.40**, which includes a 10% contingency. Chris Poehler, Assistant Executive Director Engineering Systems, provided an overview of this issue.

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

12. Airport Terminal Repair / Replacement (Operations Committee Recommends Approval) (Resolution #1011)

8:35 a.m. A briefing paper was provided in the Board packet, regarding a request that the Board of Commissioners approve an intercompany loan between the Airport and BSD, in an amount not to exceed \$850,000, to cover the repair cost or replacement of the Airport Terminal.

Mary Lamie, Executive Director Multi Modal Systems, provided a brief overview of this issue. Ms. Lamie noted that the St. Louis Downtown Airport Terminal Building (Terminal) was constructed in 1982, and over the years, the Terminal has been retrofitted and modernized, so that the internal room arrangement no longer has the same floorplan or the same uses. She reported that throughout the modifications and retrofits, the Terminal has had consistent ceiling and wall water leaks. The leakage is attributed to several factors that include faulty windows, porous plaster siding, and/or exposed wood under the eaves. Improvements to repair the leakage have included crack and roof repair, structural changes, and caulking. Past repairs have provided temporary relief but have been unsuccessful in correcting the problems beyond a few years. The leakage has resulted in damage to walls, damage to ceiling tiles, and flooring problems, and it is imperative that the leak issues be properly addressed, in order to maintain the building and prevent additional safety issues.

Ms. Lamie stated that the desired approach for repair is to conduct a Request for Proposals (RFP) from engineering/construction firms to enter into a Design/Build contract for the total repair of the Terminal. If during the building assessment, which will require portions of the roof and siding to be removed, it is determined a total replacement is more economical, the repair contract would be terminated and a new option would be developed. When compared to a traditional Design – Bid – Build project delivery method, the Design/Build contract will ensure one firm is responsible for the repair, thereby reducing the Agency's liability. Additionally, the project schedule will be reduced and engineering costs will be reduced, by avoiding a separate study to evaluate the building for repair or replacement. Ms. Lamie stated that staff is requesting that the Board of Commissioners approve an intercompany loan between the Airport and BSD, in an amount not to exceed \$850,000, to cover the repair cost or replacement of the Airport Terminal.

Mark Vago, Sr. Executive Vice-President and Chief Financial Officer, noted that, as long as economic conditions remain stable, there should be no problem in the repayment of the intercompany loan. Commissioner Windmiller asked if the intercompany loan would be interest free. Mr. Vago noted that the interest rate would be 4%.

A motion to approve this agenda item, as presented, was made by Commissioner Windmiller and seconded by Commissioner Cox. Commissioner Pestello abstained from the vote. **The motion passed.**

13. Bi-State Development Research Institute Board of Directors (Resolution #1012)

8:39 a.m. A briefing paper was provided in the Board packet, regarding a request that the Board of Commissioners approve the members of the Board of Directors and the Officers for the Bi-State Development Research Institute. John Langa, Vice President of Economic Development, provided a brief overview of this issue, noting that at the November 12, 2019 annual meeting, the Institute proposed adding Larry Jackson, Executive Vice President, BSD, as an Institute Board of Directors member and approved a slate of Officers. The members of the Board of Directors and the slate of Officers, as approved by the Institute, are as follows:

- Mike Buehlhorn, President
- Aliah Holman, Vice President
- Barbara Enneking, Secretary

- Larry Jackson, Treasurer
- Taulby Roach, Member

A motion to approve the slate of officers for the Research Institute, as presented, was made by Commissioner Gully and seconded by Commissioner Simmons. **The motion passed unanimously.**

14. 2020 Board and Committee Meeting Schedule

8:41 a.m. Chair Buehlhorn noted that a proposed schedule of Board and Committee meetings for 2020, based off the current schedule, was provided in the packet. Discussion was held regarding current meeting dates and times. Chair Buehlhorn recommended that all meetings begin at 8:30 a.m., and scheduling of Security Sub-Committee meetings on Thursday, if possible. He also recommended that the Operations (OPS) Committee meeting be combined with the Audit, Finance and Administration (AFA) Committee meetings, to be held on the regularly scheduled dates for the AFA meetings. Ms. Bennett, Manager of Board of Administration, will work with Commissioner Windmiller and Commissioner Simmons on finalizing the dates for the Security Sub-Committee meetings, and will send a revised schedule to the Commissioners. Commissioner Pestello asked that his assistant be included in any e-mails regarding scheduling.

A motion to approve the meeting schedule, as amended, with 8:30 a.m. meeting times and combined OPS/AFA Committee meetings, was made by Commissioner Cox, and the motion was seconded by Commissioner Windmiller. **The motion passed unanimously.**

15. Title VI Program Updates

8:45 a.m. This item was brought before the Board of Commissioners for information only. Ms. Jessica Mefford-Miller, Executive Director Metro Transit, provided the Bi-State Development (BSD) Board of Commissioners with a progress overview of updates to Metro Transit's Title VI program, which is designed to ensure that public transportation services are provided in a nondiscriminatory manner. She noted that staff is working alongside FTA and its designated subject matter experts to make necessary draft program modifications, which will then be subject to public review, and will likely entail a 30-day public comment period, with online and in-person opportunities to submit remarks. She stated that this item will be brought, in full, to the Board of Commissioners in February 2020 for discussion and approval.

16. MetroReimagined Update

8:48 a.m. This item was brought before the Board of Commissioners for information only. Ms. Jessica Mefford-Miller, Executive Director Metro Transit, stated that Metro continues to monitor the service changes that were recently implemented, and take swift action where there are issues. She noted that some additional bus route changes will be implemented on December 2nd. She noted that a pilot program with Lyft was implemented in October. She stated that the initial program was designed to be a small program, whereby customers could use either the Lyft app or Metro customer service to book their service. Metro is continuing to evaluate the effectiveness of the Lyft service, as well as the MetroReimagined service changes. Ms. Mefford-Miller noted that additional service changes, where needed, will be made in March 2020, and anticipates that the new service changes will reach an equilibrium by June 2020.

Commissioner Holman asked they have noted any problem areas geographically. It was noted that there is an increased amount of elderly and young children who use the system in North City, and Ms. Mefford-Miller stated that she anticipates there will be increased modification to those services by March 2020. Commissioner Gully asked for clarification of the Lyft program, how it works, and how users are notified that the service is available. Ms. Mefford-Miller stated that riders can either access the Lyft program through the app or through Metro customer service. Users are charged \$1.00 to ride to the nearest route transfer point, and a Lyft driver arrives within 15 minutes of the time the ride is booked. Ms. Mefford-Miller noted that there has been a learning curve by Metro as well as ridership, but Metro is moving swiftly to address any issues.

17. Unscheduled Business

9:01 a.m. There was no unscheduled business. Commissioner Cox thanked those who submitted speaker cards and brought their concerns to the Board.

18. Call of Dates for Future Board and Committee Meetings

9:03 a.m. Myra Bennett, Manager of Board Administration, advised the Committee of the upcoming meetings, as follows:

Combined OPS/AFA Committee:	Friday	January 24, 2020	8:30 AM
Board of Commissioners Meeting:	Friday	February 21, 2020	8:30 AM

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

9:05 a.m. Chair Buehlhorn requested a motion to allow the Committee to move into closed session as permitted under Bi-State Development Board Policy, Chapter 10, Section 10.080, (D) (1) – Legal; (D) (7) – Purchasing and Contracts; and (D) (10) – Audit.

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

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

Michael S. Buehlhorn – Yea
Derrick Cox – Yea
Herbert Simmons – Yea
Justin Zimmerman – Yea

The motion passed unanimously, and the Committee moved into Executive Session at approximately 9:06 a.m.

The Board of Commissioners reconvened to the Regular Meeting at approximately 10:04 a.m.

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

Commissioner Holman made a motion to approve the minutes from the September 23, 2019 Board of Commissioners, Executive Committee, Executive Session, as a closed record. The motion was seconded by Commissioner Windmiller.

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

Michael S. Buehlhorn – Yea
Derrick Cox – Yea
Herbert Simmons – Yea
Justin Zimmerman – Abstain

The motion passed.

Commissioner Cox made a motion to approve the minutes from the September 27, 2019 Board of Commissioners, Executive Session, as a closed record. The motion was seconded by Commissioner Windmiller.

Aliah Holman – Yea
Constance Gully – Yea
Rose Windmiller – Yea
Fred Pestello – Abstain

Michael S. Buehlhorn – Yea
Derrick Cox – Yea
Herbert Simmons – Yea
Justin Zimmerman – Abstain

The motion passed.

Commissioner Holman made a motion to approve the Draft – ADA No-Show Policy Audit (Resolution #1013), as presented. The motion was seconded by Commissioner Gully.

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

Michael S. Buehlhorn – Yea
Derrick Cox – Yea
Herbert Simmons – Yea
Justin Zimmerman – Yea

The motion passed.

Commissioner Gully made a motion to approve the Draft Financial Audit for Year Ended June 30, 2019 (Resolution #1014), as presented. The motion was seconded by Commissioner Cox.

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

Michael S. Buehlhorn – Yea
Derrick Cox – Yea
Herbert Simmons – Yea
Justin Zimmerman – Yea

The motion passed.

Commissioner Pestello made a motion to approve the Modification of Contract Award for General Legal Counsel Services (Resolution #1015), as presented. The motion was seconded by Commissioner Cox.

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

Michael S. Buehlhorn – Yea
Derrick Cox – Yea
Herbert Simmons – Yea
Justin Zimmerman – Yea

The motion passed.

Commissioner Gully made a motion to approve the Settlement Agreement (Resolution #1016), as presented. The motion was seconded by Commissioner Pestello.

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

Michael S. Buehlhorn – Yea
Derrick Cox – Yea
Herbert Simmons – Yea
Justin Zimmerman – Yea

The motion passed.

Chair Buehlhorn asked if there was any further business; being none, Commissioner Simmons made a motion to adjourn the meeting. The motion was seconded by Commissioner Gully. Unanimous vote in favor was taken. The motion passed, and the meeting was adjourned at approximately 10:08 a.m.

Open Session Item

5

**BI-STATE DEVELOPMENT
BOARD OF COMMISSIONERS MEETING
OPEN SESSION MINUTES
December 10, 2019
12:00 noon**

Board Members in Attendance

Missouri

Aliah Holman, Vice Chair – entered meeting at 12:01 p.m.
Vernal Brown, Secretary
Rose Windmiller
Fred Pestello
Constance Gully - Absent

Illinois

Michael S. Buehlhorn, Chair
Justin Zimmerman, Treasurer
Irma Golliday
Derrick Cox
Herbert Simmons

Staff in Attendance

Taulby Roach, President and Chief Executive Officer
Barbara Enneking, General Counsel and Deputy Secretary
Myra Bennett, Manager of Board Administration
Brenda Deertz, Executive Assistant
Jim Cali, Chief Audit Executive
Kelli Fitzpatrick, Sr. Internal Auditor
Karl Tyminski, Sr. Internal Auditor/PT
Gary Smith, Internal Auditor
Virgie Chaffen, Director Labor Relations
Patti Beck, Director Communications
Kent Swagler, Director of Corporate Compliance and Ethics
Larry Jackson, Executive Vice President Administration
Andrea Jumper, Intern
Whitney Wilson, Manager Consumer Engagement
Angie Staicoff, Sr. Internal Auditor
Sally Bender, Internal Auditor PT
Jessica Mefford-Miller, Executive Director Metro Transit
Kerry Kinkade, Vice President Chief Information Officer
Charles Stewart, Executive Vice President, Organizational Effectiveness
Chris Poehler, Assistant Executive Director Engineering Systems
Shirley Bryant Taylor, Corporate Legal Department Manager
Kevin Scott, Director of Security
Tammy Fulbright, Sr. Director Financial Planning & Treasury

Others in Attendance

Emily Pritchard, KMOV
Roger Spearman, A-1 Private Investigators
Britt Reese, KMOV

Tom Sullivan
Kim Cella, CMT
Paul Hampel, St. Louis County
Paul Martin
Brian Crowley
John Meyer, Loop Trolley Company
Jim Wild, EWGCOG
Brad Choat, KMOX

1. Open Session Call to Order

12:00 noon. Chair Buehlhorn called the Open Session of the Special Meeting of the Bi-State Development Agency, Board of Commissioners to order at 12:00 noon.

2. Roll Call

12:00 noon. Roll call was taken, as noted above.

3. Public Comment

12:01 p.m. Chair Buehlhorn noted that two speaker cards were submitted for today's meeting. (Commissioner Holman entered the meeting at 12:01 p.m.)

Tom Sullivan addressed the Board of Commissioners noting opposition to the proposed takeover and bailout of the Loop Trolley. He stated that he is opposed to the proposed plan, and the public is opposed, due to the excessive amount of money and loans that have already been incurred during the brief operation of the Trolley. He stated that he has heard statements that grant funds received for the project would have to be paid back if the Trolley ceases to operate; however, he has seen no information to back up that statement. Mr. Sullivan stated that he has also seen statements indicating that the failure of the Loop Trolley project would have future impacts to the area, with regard to future Federal funding of projects, but has also seen no information to back up those statements as well.

John Meyer, Board Chairman of the Loop Trolley, addressed the Board of Commissioners stating that the Loop Trolley project was a vision to restore trolley cars to the St. Louis region. He noted that these types of projects have been shown to be economic drivers in other cities. Mr. Meyer stated that this project began as a two and a half mile system, with the possibility for expansion. He noted that, due to various challenges including construction delays, the system has been operating on a smaller basis, operating with only 2 cars instead of 3 cars, which was allowed by the FTA. He noted that the third car is still being refurbished. Mr. Meyer stated that he believes Bi-State President and CEO, Taulby Roach, could have a solution for the Loop Trolley issues, by integrating the project into the larger, public transit system, and he thanked Bi-State Development for their consideration.

4. Memorandum of Understanding with St. Clair County Sheriff's Department for Secondary Deputy Sheriffs (Resolution #1017)

12:09 p.m. Chair Buehlhorn thanked staff for their work on the security contracts that are on today's agenda.

A briefing paper was provided in the Board packet, regarding a request that the Board of Commissioners approve a Memorandum of Understanding with the St. Clair County, Illinois Sheriff's Department, in order to obtain the services of secondary Deputy Sheriffs. Kevin Scott, Directory of Security gave a brief overview of this issue. President and CEO Roach noted that these officers will be used as force multipliers, when needed.

A motion to approve the MOU with the St. Clair County Sheriff's Department, as presented, was made by Commissioner Cox and seconded by Commissioner Golliday. **The motion passed.** (Commissioner Simmons abstained from the vote.)

5. Memorandum of Understanding with St. Louis City Sheriff's Department for Secondary Deputy Sheriffs (Resolution #1018)

12:12 p.m. A briefing paper was provided in the Board packet, regarding a request that the Board of Commissioners approve a Memorandum of Understanding with the St. Louis City Sheriff's Department in order to obtain the services of secondary Deputy Sheriffs. Mr. Scott noted that, as noted in the previous item, these officers will be used as force multipliers, when needed.

A motion to approve the MOU with the St. Louis County Sheriff's Department, as presented, was made by Commissioner Holman and seconded by Commissioner Windmiller. **The motion passed.**

6. Law Enforcement Services Agreement with St. Clair County Sheriff's Department (Resolution #1019)

12:13 p.m. A briefing paper was provided in the Board packet, regarding a request that the Board of Commissioners authorize the President and CEO to execute a Law Enforcement Service Agreement with the St. Clair County Sheriff's Department for FY2020, in the base contract amount of \$1,674,000 for security services, for a term retroactive to July 1, 2019, through June 30, 2020.

Commissioner Zimmerman asked for clarification, specifically the year over cost change. President and CEO Roach stated that, although he does not have the figure in front of him, he believes this number has remained fairly constant. Mr. Roach stated that he will supply that information to the Board of Commissioners.

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

7. Law Enforcement Services Agreement with St. Louis County Police Department (Resolution #1020)

12:14 p.m. A briefing paper was provided in the Board packet, regarding a request that the Board of Commissioners authorize the President and CEO to execute a Law Enforcement Service Agreement with the St. Louis County Police Department for FY2020, in the base year amount of amount of \$406,421.25 per month.

Commissioner Cox noted that the agreement includes 44 officers, and stated that he thought that number was going to be 62. Mr. Scott, Director of Security, stated that the process is being vetted at this point, regarding the possibility of increasing the number of St. Louis County Police Officers. President and CEO Roach stated that the Mayor and County Executive are working through those issues.

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

8. Contract Award – Public Safety and Security Services (Resolution #1021)

12:16 p.m. A briefing paper was provided in the Board packet, regarding a request that the Board of Commissioners authorize the President and CEO to award a contract to G4S Solutions for Public Safety and Security Services, in an amount not to exceed \$28,537,891.97.

Commissioner Cox asked if this contract is a complete package, to include everything that Metro is changing regarding security. President and CEO Roach stated that the contractor would enact the draft plan, which was previously submitted to the Security Sub-Committee. He noted that, at the last Security Sub-Committee meeting, discussion was held regarding the selection of a vendor, and at that time, bids were being vetted, and two companies were chosen for one-on-one interviews. Mr. Scott stated that interviews were held last week, and covered 17 points of discussion. Mr. Roach noted that Metro is looking at a February 1st deployment date.

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

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

12:22 p.m. Chair Buehlhorn asked President and CEO, Taulby Roach, to speak to the current status of the Loop Trolley situation. Mr. Roach stated that he would be asking in Executive Session for the Board of Commissioners to authorize him to move forward with further negotiations regarding the Loop Trolley. Commissioner Cox asked why this issue is being discussed in Executive Session, as opposed to the open session. General Counsel, Barbara Enneking, noted that, pursuant to Board Policy, the Board may hold an executive session meeting to discuss “contract negotiations”. In addition, President and CEO Roach noted that personnel may also be affected by the proposed negotiations. Commissioner Zimmerman stated that he does not feel that the proposed discussion meets the threshold to be held in an executive session

meeting, and would rather err on the side of caution and hold the discussion in open session. Ms. Enneking noted that the Board of Commissioners has set policies on what issues are considered open versus closed items. Commissioner Windmiller asked if the Board feels it is appropriate to hold the Loop Trolley discussion in the open meeting. Commissioner Cox made a motion to hold the Loop Trolley discussion in open session. The motion was seconded by Commissioner Zimmerman. A roll call vote was taken as follows:

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

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

Motion passed 8 yea, 1 nay, with no abstentions.

10. Loop Trolley Negotiations (Resolution #1022)

President and CEO Roach noted that information was distributed to the Board members relating to this issue. He noted that there have been questions relating to the possible negative impacts of default of Federal grants, and Executive Assistant, Brenda Deertz, distributed an additional email to the Board, related to this issue. Mr. Roach noted that, with the possible negative impacts, it is important to look at how we could make the Loop Trolley project viable. He noted that the partners at FTA have indicated that they would like to see if the project can be salvaged and avoid default.

President and CEO Roach stated that he is proposing to re categorize legacy funds, (previously unused, unencumbered funds) to support the Trolley for the next four to five years, along with establishment of a capital reserve fund, in case of needed repairs. He noted that his proposal does not require any new funding from BSD partners on this project for the next four years; however, he noted that the proposed plan is not without difficulties. He stated that, at this point, there are no final agreements, and he will not move forward with any further negotiations, without the approval of the Board of Commissioners. Mr. Roach noted that he has met with all of the “electeds” regarding the viability of the project. Chair Buehlhorn asked the position of the “electeds” concerning the project, and he noted that he does not want the Bi-State Development Agency to be penalized in any way for its involvement with this project. Mr. Roach stated that he has only presented the proposed funding to the electeds at this point, and does not feel that it is appropriate to release any additional information, without approval from the Board of Commissioners. Mr. Roach noted that Mr. Trakas has indicated that he does not believe that the County Council will be supportive; however, Mr. Trakas has not reviewed the numbers at this point. Chair Buehlhorn noted that, if the Board of Commissioners votes to approve moving forward with negotiations today, this will not serve as “finalization” of the project. Mr. Roach stated that this is correct; several transportation agreements would have to be approved by the Board before this project could be finalized.

Commissioner Golliday posed questions relating to the current operation of the Trolley, and possible expansion of the 2.2 mile system. Mr. Roach stated that only 2 of the 3 cars are currently running, and are running at a reduced schedule. He noted that it is anticipated that a third car would be added sometime in January, 2020. Mr. Roach also stated that is has been

proposed to move the Trolley into the larger transit system and expand the revenue service, so that the systems can feed into one another.

Commissioner Windmiller noted concerns related to who is responsible for a debt default, and stated that she would like to see the terms and time frame of the recapture provision. Commissioner Pestello asked that President and CEO Roach clarify the consequences for the tax payers, if the project does not move forward. Mr. Roach stated that a default could have implications for other transit operations, not just for Metro Transit, but for others, such as MoDOT. He noted that one component in the ranking process for project funding for the area is “structural capacity”, and a default could impact the ranking for all other area projects. Commissioner Pestello asked if the President and CEO could outline the consequences for the tax payers, if the project moves forward. Mr. Roach noted that the proposed funding indicates no additional local funds will be needed for the next four years. He noted that the project includes expected growth, and should arrive at a “break even” basis at the end of four years.

Commissioner Cox stated that he does not understand what is left to be “negotiated” at this point, and does not feel that St. Clair County Board Chairman, Mark Kern would be supportive of the project. He further stated that the FTA can withhold future funding for a number of reasons, outside of a default. Commissioner Cox stated that he feels that the Trolley has been a huge failure, and does not feel this is “transit”. He stated that the numbers show that no one is riding it. President and CEO Roach stated that default on the project can lead to a reputational problem for the entire area, when applying for grants. He noted that there is tough competition for these tax dollars, and could hinder Bi-State’s ability to do their job. Commissioner Cox asked if the Trolley would be able to bring in any “real money”. Mr. Roach stated yes. Commissioner Cox noted that if Bi-State Development takes responsibility for the project, and it fails, the TDD will no longer be “on the hook”, but instead, Bi-State Development will be. Mr. Roach stated that this is not totally accurate; the TDD was established for the long-term. Commissioner Simmons asked Commissioner Cox if he had any evidence that future grant applications will not be affected by a default of the Trolley project, and Commissioner Cox responded that he did not, but he still does not feel that the Trolley should be considered “transit”.

Chair Buehlhorn stated that he cannot speak for Chairman Kern; however, our organization started as a “development corporation”, not as a “transit agency”, and Chair Kern is very supportive of development in the area as a whole.

Commissioner Zimmerman stated that he understands that Mr. Roach had been handed a difficult task, and he thanked Mr. Roach and staff for their work on this issue. He asked if our Agency had seen the budget figures for the Trolley. Ms. Tammy Fulbright, Sr. Director Financial Planning & Treasury, stated that staff has been given that information, and staff has reviewed their numbers for the past several years. Commissioner Zimmerman asked if salaries, liability insurance, etc. for the project have been included in the proposed figures. Ms. Fulbright indicated that those numbers are included. Commissioner Zimmerman asked if the Loop Trolley is being charged for the staff time and work in reviewing options for this project. President and CEO Roach indicated that the Loop Trolley is being billed for staff time, and currently that amount is approximately \$41,000. Commissioner Zimmerman expressed concerns regarding maintenance costs for the Trolley, noting that he feels these costs could be quite high. President and CEO Roach stated that inspections have been done with regard to the system, and maintenance costs

have been included in the proposed capital budget. Additional concerns were voiced regarding the grant “recapture” period if the system fails, what level of service will be considered “acceptable”, and possible grant repayment if the Trolley does not succeed. President and CEO Roach stated that many of the questions cannot be answered at this point; however, those questions would be answered during the negotiation process. Commissioner Golliday clarified that, at this point, President and CEO Roach is asking for approval to continue in the negotiation process, in order to get the remaining questions answered. Commissioner Windmiller posed questions relating to the current hours of service of the Trolley, and if increasing the hours of operation would have an impact. President and CEO Roach stated that he does not feel that the change in hours would have a significant impact, under its current operation. He noted that currently, the Trolley has not operated in the true sense of a “transit service”, but the hope would be to integrate it into the transit system. Commissioner Pestello asked Mr. Roach if he is confident that the Trolley could operate at a “break even” or better level over the next four years, and avoid default on the Federal grant. Commissioner Pestello noted that Mr. Roach is aware that the Board and the public will hold him “responsible” if it fails. President and CEO Roach stated that all public projects involve some level of risk, and he is asking for approval to pursue negotiations, so that he can get answers to some of the “unknowns” before moving forward.

Commissioner Holman noted that the general public has not asked Bi-State Development to pursue this project; however, the public has asked for review of other services, such as better access to the transit system. She stated that, if Bi-State Development can be creative with regard to assisting with the current issues of the Trolley project, she will ask that Bi-State become more creative in addressing some of the other areas of service.

Commissioner Golliday made a motion to authorize the President and CEO to negotiate a comprehensive management agreement with the Loop Trolley Transportation Development District and a transfer of Loop Trolley transit assets to the control and responsibility of the Agency. The motion was seconded by Commissioner Brown.

It was noted that the President and CEO will be seeking answers to the Commissioners’ questions through the negotiation process, and this is not the final vote on the issue. Commissioner Zimmerman reiterated that there will not be a final vote on this issue, until it comes back before the Board. Commissioner Windmiller stated that this is not a “cooked cake”, and the Board needs additional information, before it can make a decision on this matter. Commissioner Holman stated that, if this project moves forward, she will ask that other service areas be addressed and will ask that these issues be addressed in a matter to ensure racial equity.

A roll call vote was taken as follows:

Aliah Holman – Nay
Vernal Brown – Yea
Fred Pestello – Yea
Rose Windmiller – Yea

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

Motion passed 6 yea, 3 nay, with no abstentions.

11. Adjournment

1:43 p.m. Chair Buehlhorn asked if there was any further business; being none, Commissioner Holman made a motion to adjourn the meeting. The motion was seconded by Commissioner Simmons. Unanimous vote in favor taken. The motion passed, and the meeting was adjourned at approximately 1:44 p.m.

Deputy Secretary to the Board of Commissioners
Bi-State Development

**BI-STATE DEVELOPMENT
BOARD OF COMMISSIONERS
SPECIAL MEETING
(via phone conference)
OPEN SESSION MINUTES
January 3, 2020 9:00 AM**

Board Members in Attendance

Aliah Holman, Vice Chair, via phone
Vernal Brown, Secretary, via phone
Fred Pestello, via phone
Constance Gully, via phone, joined the meeting at 9:03 a.m.
Rose Windmiller - absent

Michael S. Buehlhorn, Chair, via phone
Justin Zimmerman, Treasurer, via phone
Irma Golliday, via phone
Herbert Simmons, via phone
Derrick Cox, via phone

Staff in Attendance

Taulby Roach, President and Chief Executive Officer
Barb Enneking, Legal Counsel
Myra Bennett, Manager of Board Administration
Brenda Deertz, Executive Assistant to the President and CEO
Ted Zimmerman, Vice President Marketing and Communications
Jessica Mefford-Miller, Executive Director Metro Transit
Virgie Chaffen, Jr., Director of Labor Relations
Charles Stewart, Executive Vice President, Organizational Effectiveness

1. **Open Session Call to Order**
9:00 a.m. Vice Chair Holman called the Open Session of the Special Meeting of the Board of Commissioners to order at 9:00 a.m.
2. **Roll Call**
9:00 a.m. Roll call was taken, as noted above.
3. **A Resolution of the Board of Commissioners of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District, Authorizing the President and CEO to Contract with the ATU Local 788 O&M Division and Clerical Division Bargaining Units (Resolution #1023)**
9:02 a.m. Taulby Roach, President and Chief Executive Officer, presented information relating to the final terms of the contract with the ATU Local 788 O&M Division and Clerical Division Bargaining Units, noting that the agreement falls within the confines of the terms previously authorized by the Board of Commissioners. (Commissioner Gully joined the meeting via phone at approximately 9:03 a.m.) Commissioner Cox asked how much more, per year, the new agreement will cost, and if the current budget will need to be adjusted to compensate for the new agreement. Ms. Jessica Mefford-Miller, Executive Director, Metro Transit, stated that the new

contract will cost approximately \$26 million in total for the next three years. The current budget will compensate for this year's increase, and staff is currently working on the figures for the next fiscal year budget. Commissioner Gully commended Ms. Mefford-Miller, Executive Director Metro Transit, and Charles Stewart, Executive Vice President, Organizational Effectiveness, for a job well done in negotiating this contract. Commissioner Buehlhorn and Commissioner Holman echoed Commissioner Gully's comments, and expressed congratulations to the Bi-State staff.

A motion to approve the item, as presented, was made by Commissioner Cox and seconded by Commissioner Gully. **Unanimous vote in favor was taken, and the motion passed by a vote of 9 yea, 0 nay.**

4. Adjournment

9:07 a.m. Vice Chair Holman asked for a motion to adjourn the meeting. The motion to adjourn was made by Commissioner Golliday, and the motion was seconded by Commissioner Brown. The motion passed, and the meeting was adjourned at approximately 9:08 a.m.

Deputy Secretary to the Board of Commissioners
Bi-State Development

**BI-STATE DEVELOPMENT
COMBINED OPERATIONS / AUDIT, FINANCE & ADMINISTRATION
COMMITTEE MEETING
OPEN SESSION MINUTES
January 24, 2020**

Operations Committee Members in Attendance

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

Audit, Finance & Administration Committee Members in Attendance

Aliah Holman, Chair
Constance Gully
Justin Zimmerman
Herbert Simmons
Fred Pestello – Absent

Staff in Attendance

Taulby Roach, President and Chief Executive Officer
Barbara Enneking, General Counsel and Deputy Secretary
Brenda Deertz, Executive Assistant to the President and CEO
Myra Bennett, Manager of Board Administration
Jim Cali, Chief Audit Executive
D. Monroe, Metro Transit
Terry Kostel, Safety Auditor II
Andrew Ghiassi, Director of Safety & Chief Safety Officer
Ted Zimmerman, Vice President, Marketing and Communication
Scott Grott, General Manager MetroLink
John Langa, Vice President Economic Development
Mark Vago, Senior Vice President Chief Financial Officer
Jerry Valley, External Communications Manager
Jamie Kenyon, General Maintenance Mechanic
Patti Beck, Director Communications
Virgie Chaffen, Director of Labor Relations
Greg Smith, Vice President Procurement and Inventory Management
Kelli Fitzpatrick, Sr. Internal Auditor/PT
Angela Staicoff, Sr. Internal Auditor
Gary Smith, Internal Auditor
Victoria Potter, Controller

Darren Curry, Chief Mechanical Officer
Stephen Berry, General Manager Public Safety
Tamara Fulbright, Sr. Director Financial Planning & Treasury
Tim Nittler, Director Capital Projects
Michael Gibbs, Manager Financial Operations – Admin & Business Operations
Larry Jackson, Executive Vice President Administration
Jessica Mefford-Miller, Executive Director Metro Transit
Connie Welch, Manager Financial Operations – Transit
Lisa Burke, Executive Assistant
Chance Baragary, Project Director – Arch
Virginia Alt-Hildebrandt, Manager Administrative Services
Larry Rusbarsky, Director Financial Planning & Budget
Carmen Brothers, Retirement Plan Manager
David Toben, Director of Benefits
Dawn Haney, Accountant III
Julie Beiser, Manager of Receivables
Kerry Kinkade, VP Chief Information Officer
Tedessa Murray, Employee Relations Partner
Andrea Jumper, Public Safety Research Analyst
Kathy Brittin, Director of Risk and Absence Management
Trenise Winters, General Manager MetroBus
Sally Bender, Internal Auditor PT
Karl Tyminski, Sr. Internal Auditor/PT

Others in Attendance

Catina Wilson, ATU Local 788
Reginald Howard, ATU Local 788
M. Schneider, West End Word
Paul Hampel, St. Louis County
Brian Kelly, KMOX
Kim Cella, CMT
Tom Sullivan
Jim Wild, EWGCOG
Craig Heller, Loop Trolley TDD
Erica Brooks
Mitch Eagles
Misty Jordan
Kae Pertan, STLPR
Craig Danley, Local 788
Jason Terry, Gilmore & Bell
Greg Dodson, Vector

1. Open Session Call to Order

8:30 a.m. Chairman Holman called the Open Session of the Combined Operations / Audit, Finance & Administration Committee Meeting to order at 8:30 a.m.

2. Roll Call

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

3. Public Comment

8:32 a.m. Chair Holman noted that three speaker cards were submitted for today's meeting.

Mr. Mitch Eagles addressed the Board of Commissioners voicing opposition to the Loop Trolley. He stated that he feels that the Loop Trolley was the result of one man's efforts, and is not a means of transit, but rather a "toy". He stated that the project has failed miserably, and has now been shoved off onto Mr. Roach, to try to find a way to make it work. He stated that he appreciates Mr. Roach's work and creativity regarding this project; however, he feels that it will continue to operate poorly. Mr. Eagles stated that he would like to see the money spent on better and smarter transit for the area, and feels that the Loop Trolley would be pulling Bi-State Development away from "true" transit.

Mr. Tom Sullivan addressed the Board of Commissioners voicing opposition to the Loop Trolley. He stated that this issue and the proposal has been opposed by the St. Louis County Council and the City. He stated that the public has stated opposition to any additional funds being allocated to the project, and that the project is not financially feasible. Mr. Sullivan stated that the trolley has only achieved ten percent of its projected income, and he noted reports by Elliot Davis on the number of riders and system "breakdowns". He suggested that the representatives of the FTA are here to back up Mr. Roach's plan; however, the FTA is partially to blame. He stated that politicians wanted the project; however, it makes no sense to try to revive it.

Ms. Erica Brooks addressed the Board of Commissioners regarding the MetroReimagined plan. She cited issues with lack of connecting routes and issues regarding safety. She asked if Metro Transit would consider implementation of a turnstile system, noting high crime areas at North Hanley and Forrest Park. She stated that if Metro would focus on security consistently, as it does with baseball and hockey games, we would not have these issues. Ms. Brooks asked that Metro Transit focus on better access for North County residents, and installing Wi-Fi access for the North County buses.

4. Minutes of the October 18, 2019 Combined Operations Committee and Audit, Finance & Administration Committee, Open Meeting

8:47 a.m. The minutes of the October 18, 2019, Combined Operations Committee and Audit, Finance & Administration Committee, Open Meeting were provided in the Committee packet. A motion to approve the minutes was made by Commissioner Zimmerman and seconded by Commissioner Simmons. **The motion passed unanimously.**

5. Loop Trolley – Approval of Sustainability Plan and Management Agreement

8:47 a.m. President and CEO, Taulby Roach, stated that he had been charged with putting together a plan for the Board's consideration, regarding the Loop Trolley. He noted that the

Commissioners challenged him to come up with a plan, in which no new tax dollars would be needed to keep the Loop Trolley operating. He noted that the plan before the Board for consideration does not include any new tax money for the project, with the possibility of a long-term solution for the project.

Mr. Roach noted that the plan has changed somewhat, in that the proposed plan would include a management agreement, to limit liability to Bi-State. He noted that there would be no asset transfer. The plan includes increasing the hours of service for the trolley and increasing ridership. Mr. Roach reviewed the plan highlights and projected operating budget, as noted in the informational packet. He also stated that he has worked with the regional FTA Administrator, Mokhtee Ahmad, on development of this plan, and Mr. Ahmad is in attendance at today's meeting to address the Board.

Mr. Mokhtee Ahmad, Regional FTA Administrator, addressed the Board of Commissioners. He stated that when the program began 10 years ago, there was \$135 million available in FTA funds, to be distributed among five projects, each not to exceed \$25 million for this particular program. The Loop Trolley was one of the five projects that was successful in obtaining funding. He noted that it took approximately nine years to complete the infrastructure for the project, which still needs some "tweaks". Unfortunately, when looking at the operating funds and revenue for the project, it fell short. He noted that, in discussions with the TDD, conversations were held on how we could make the project viable, since a considerable amount of money has been invested in the project. He stated that Mr. Roach had informed him, that Bi-State Development could not get involved in this project if any additional local monies would be required. Mr. Ahmad stated that they looked into the grants and Federal funds that were available, and found that the Bi-State "flex funds", (remaining balances from previous projects), could be freed up for use on this project. He noted that this would provide for funding, so that no additional local funds would be needed. Mr. Ahmad stated that there is also a long term effect to be considered. He noted economic development that has occurred along that corridor, and the hope is, this economic growth will be part of the long term solution for the project.

Commissioner Buehlhorn stated that he has high respect for Mr. Ahmad, and he understands that Mr. Roach has "taken a beating" over this issue. He clarified that Bi-State Development is a member of the Loop Trolley TDD Board, not "Taulby Roach". Commissioner Buehlhorn stated that some people have expressed that they do not feel this is a "transit issue"; however, neither is the Arch. He stated that Bi-State Development is not solely "transit", but rather, they address regional, economic development. Commissioner Buehlhorn stated that he understands that this is a serious issue, and the FTA, St. Clair County, and Madison County are in a bind regarding this project. He stated that he understands that the outcome of the project can have area consequences; however, he is unable to support the project, as it stands.

Commissioner Holman posed questions regarding the future needs of Bi-State Development. Mr. Roach stated that over the past 10 years, \$265 million in federal funds have been secured for comparable, competitive projects. He expressed concern regarding the region's competitiveness, and noted that, should this project default, it could have a regional impact.

Commissioner Cox thanked Mr. Ahmad for attending today's meeting. He stated that he cannot justify using Federal transit dollars for a "trolley ride" when we have serious transit needs. He stated that he knows that some would disagree; however, he does not feel that this is transit. Commissioner Cox asked if we would lose future federal funding for projects, if we do not bail out the Loop Trolley. Mr. Ahmad stated no. Mr. Cox asked if the flex money, proposed for use with the Loop Trolley project could be reallocated for another project. Mr. Ahmad noted that it could be used for another project, as long as the other project meets certain criteria.

President and CEO Roach explained the process for the use of flex funds, and how the funds are re-categorized for "like" projects. He noted that the Loop Trolley meets the criteria, and allowed him to devise a plan, based on the directive of the "electeds" and the Board of Commissioners. Mr. Ahmad commented that the FTA has determined that the Loop Trolley is transit; it moves the general public from point to point.

Commissioner Zimmerman asked what other ways could the \$1.4 million in flex funds be used by Bi-State Development. Mr. Roach stated that it could be reallocated for our use; however, it would have to meet certain criteria.

Commissioner Simmons asked if the funds could be used for security. Mr. Roach stated that the money could not be used for security issues. It must be re-categorized as a "like use", per FTA requirements.

Commissioner Windmiller thanked Mr. Ahmad for his attendance at the meeting. She asked if the FTA would be in a position to litigate, if the trolley ceases to operate, and asked if this has happened in the past. Mr. Ahmad stated that the litigation would involve the Loop Trolley TDD and East West Gateway Council of Governments. He stated that the FTA has come close to litigation in the past, on a project; however, an agreement was reached, and the system stayed in operation.

Commissioner Buehlhorn stated that, if someone would like to offer the \$1.4 million to make the project work, he would support it; however, he does not like the idea of allocating extra FTA funds that belong to Bi-State Development for this project.

Commissioner Zimmerman noted that it is his understanding that wealthy individuals had pledged up to \$8 million for this project, and asked the status of those funds. Mr. Ahmad stated that promises were made; however, some have dropped out. When asked if the FTA has attempted to go after those funds, he indicated that the Loop Trolley TDD would have to do that. The FTA only goes after federal dollars. Mr. Ahmad stated that he felt that it just made sense for Metro to take over the project, since it is a transit agency.

Commissioner Simmons noted that he is not seeing support from St. Louis City or County, regarding this project. Mr. Roach stated that they are working through the process; however, some Council members do oppose the project. He noted that Council Member Trakas and Council Member Harder are opposed. Mr. Roach stated that he is working with County Executive, Dr. Sam Page; however, he has not issued a letter of support at this time. He noted

that Mayor Krewson has indicated that she would be happy to write a letter in support of the project.

Commissioner Gully stated that she has received no information from St. Louis City, St. Louis County, or from Illinois, and this project would need to have the support of the entire region. Discussion held regarding the basis of the budget for the project. Mr. Roach noted that this is only a preliminary budget. He did not feel that he should use additional staff time on this project, without authorization to proceed to the next step. Commissioner Gully asked for specifics regarding the positive impact that the Trolley has on economic development. Mr. Roach noted a 6% rise, year over year, as well as new projects such as the CVS at Skinker and Delmar, and TOD in Forrest Park. Commissioner Gully expressed concerns regarding challenges this project will have on staff. Mr. Roach noted that he is only trying to give an accurate read on a troubled public asset, and find a way it can be successful.

Commissioner Windmiller asked for specifics regarding the four year time frame, and asked if benchmarks would be established. Mr. Roach stated that it is going to take time to evaluate the rolling stock, and the FTA was in agreement on the assessment of the time frame. He stated that he knows the project will not be viable within one or two years.

Commissioner Zimmerman asked for additional information on ideas for increasing ridership, since a proposed increase is included in the projections. Ms. Fulbright noted that some of these figures are based on additional hours of service. Commissioner Zimmerman also expressed concerns of reports he has heard that individuals would be “required” to ride the Trolley.

Commissioner Cox stated that he does not have an issue with “suggesting” the use of a pass for employees; however does not agree with “forcing” them to ride the Trolley.

Commissioner Holman noted that the language on Mr. Roach’s presentation, pertaining to “Board Questions Regarding Loop Trolley from the December 10, 2019 Special Meeting”, question number 10, is not correct. She noted that last sentence should read, “If project moves forward, would need Bi-State to focus on racial equity issues throughout the transit system”, as opposed to the current wording “social equity”.

Being no further discussion, a motion to approve this agenda item, as presented, was made by Commissioner Windmiller. Chair Holman asked if there was a second. Being none, **the motion failed for lack of a second.**

6. Contract Award – Microtransit Pilot Project

10:06 a.m. A briefing paper was provided in the Committee packet, regarding a request to refer to the Board of Commissioners, for approval, a request for approval to enter into a contract with the most advantageous proposer to operate a new microtransit service that complements Metro’s existing fixed route service in the St. Louis region. Jessica Gershman, Assistant Executive Director, Planning & Systems, provided an overview of this issue, including an explanation of “Microtransit”. She noted that this service is often for shorter-length trips in defined zones, and it utilizes vehicles that are smaller than traditional fixed-route buses. Microtransit service hinges on a demand-responsive technology platform that allows for vehicles to be summoned on-call

when/where the customer desires, but also benefits from dynamic routing, to create shared rides and yield the efficiencies of public transit. It was noted that a Request for Proposals has been issued, with proposals due February 5th. It is anticipated that final figures for this project will be presented at the February 21st Board of Commissioners meeting.

*****Commissioner Gully and Commissioner Buehlhorn briefly stepped away from the meeting.*****

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

7. Contract Award – Gillig, To Purchase 4 Battery Electric Buses

10:10 a.m. A briefing paper was provided in the Committee packet, regarding a request to refer to the Board of Commissioners, for approval, a recommendation for the authorization to award a contract to Gillig, LLC, for the purchase of four (4) 40' Battery Electric buses to replace diesel buses currently in operation at the Brentwood division. Jessica Mefford-Miller, Executive Director Metro Transit, gave a brief overview of this item, noting previous Board approval for the purchase of fourteen (14) battery electric busses. She stated that the next item on the agenda will address construction of the infrastructure needed for the charging stations for the buses. A motion to approve this agenda item, as presented, was made by Commissioner Windmiller and seconded by Commissioner Brown. **The motion passed unanimously.**

8. Contract Award – Construction of Charging Infrastructure for Battery Electric Buses

10:13 a.m. A briefing paper was provided in the Committee packet, regarding a request to refer to the Board of Commissioners, for approval, a request to contract with the party selected in solicitation 20-RFP-106534-DGR for Construction of Charging Infrastructure for Battery Electric Buses. Tim Nittler, Director of Capital Projects, gave a brief overview of this item. It was noted that staff anticipates that final cost figures for this project will be presented at the February 21st Board of Commissioners meeting.

*****Commissioner Gully re-entered the meeting at approximately 10:16 a.m.*****

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

*****Commissioner Cox, who had been participating in the meeting via phone, excused himself from the meeting at approximately 10:17 a.m.*****

*****Commissioner Buehlhorn re-entered the meeting at approximately 10:17 a.m.*****

9. Contract Award – Transit and MetroLink Station Advertising Services

10:17 a.m. A briefing paper was provided in the Committee packet, regarding a request to refer to the Board of Commissioners, approval to award Contract 20-RFP-106478-SG for Transit and MetroLink Station Advertising Services to Vector Media for a three-year period, commencing April 1, 2020 and ending March 31, 2023, with two one-year options for renewal at Metro's discretion, extending the contract to March 31, 2025. Ted Zimmerman, Vice President Marketing

& Communications, provided a brief overview of this item. It was noted that Vector Media proposes guaranteed revenue for the three-year period of \$4,800,000, with additional guaranteed revenue of \$1,700,000 in Option Year 1, and \$1,750,000 in Option Year 2. Total guaranteed revenue for all 5 years (including 2 option years) will be \$8,250,000.

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

10. Bi-State Development Research Institute Pilot Food Kiosks Donation

10:18 a.m. A briefing paper was provided in the Committee packet, regarding a request to refer to the Board of Commissioners for approval the Bi-State Development Research Institute's (Institute) approval action for the donation of two (2) kiosks to The Link Market (TLM). John Langa, Vice President, Economic Development, provided a brief overview of this item. He introduced the former St. Louis County Council woman Hazel Erby, now St. Louis County Director of Diversity, Equity and Inclusion; Darlene Reed, St. Louis County; and Serena Teague, Link Market, who he has worked with on this project. Commissioner Holman asked how the program will move forward in the future, with the changes to the Research Institute. Mr. Langa stated that, as a bona fide 501 (c)(3), and with an updated business plan, TLM believes the project can be a success through its ownership of the kiosks. Should they take ownership, all program and kiosk responsibilities would be TLM's, and BSD's role would be reduced to that of a licensor, in the event TLM operates at a BSD location. All responsibilities, costs and liabilities would be TLM's, and should TLM choose to relocate a kiosk from, or sell a kiosk at, either the North Hanley or Wellston MetroLink station, they would need the County's prior written acknowledgment, and their license or use agreement with BSD would become null and void.

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

11. Contract Award – Design Services for Repurposing of Tucker Theater at the Gateway Arch

10:23 a.m. A briefing paper was provided in the Committee packet, regarding a request to refer to the Board of Commissioners, approval to contract with AECOM Technical Services, Inc. for Design Services for Repurposing of the Tucker Theater at the Gateway Arch, for an amount not to exceed \$3,500,000. Larry Jackson, Executive Vice President of Administration, and Chance Baragary, Project Director–Arch, provided a brief overview of this item. Mr. Jackson noted that Bi-State Development / Gateway Arch is pursuing a project to provide a fresh visitor experience in the 4,800 square foot space currently known as Tucker Theater, located within the Arch Visitor Center. Currently, *Monument to the Dream*, a documentary telling the story of construction of the Arch, is shown in this space. He stated that this film, while fascinating in content, is dated, a fact which is often the focus of visitor feedback. The project goals include providing a fresh perspective of this story in the same space to further supplement the overall park visitor experience, and to provide an attraction that appeals to a broader audience.

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

12. Police Assistance Services Agreement with the St. Louis City Metropolitan Police Department

10:26 a.m. A briefing paper was provided in the Committee packet, regarding a request to refer to the Board of Commissioners, approval of a Police Assistance Services Agreement with the St. Louis City Metropolitan Police Department. Taulby Roach, President and CEO, and Stephen Berry, General Manager, Department of Public Safety, provided a brief overview of this item. Commissioner Gully asked how consistent this agreement is to the agreements with St. Louis County and St. Clair County. Mr. Berry stated that the agreements are very consistent.

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

13. Sole Source Contract for Temporary Financial Consultant

10:35 a.m. A briefing paper was provided in the Committee packet, regarding a request to refer to the Board of Commissioners for approval, authorization to enter into a sole source contract with Robert Half, for Temporary Financial Consultant services, as budgeted for fiscal year 2020. Mark Vago, Senior Vice-President and Chief Financial Officer, provided a brief overview of this item, noting challenging staffing issues during the past year. President and CEO, Taulby Roach, commended Mark Vago and Tammy Fulbright for their work during this time.

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

14. Appointment of Successor Trustee for Light Rail Vehicle Lease Transactions

10:41 a.m. A briefing paper was provided in the Committee packet, regarding a request to refer to the Board of Commissioners for approval, a resolution authorizing the appointment of a successor trustee in connection with the 2001 Light Rail Vehicle Lease Transactions. Tammy Fulbright, Director of Treasury Services, provided a brief overview of this item, noting that the Agency has been notified by Wells Fargo of their intent to resign as Trustee for the 2001 Lease Transactions, and as a result, the Agency must appoint a successor trustee. Ms. Fulbright stated that in 2019, the Agency appointed BOKF, N.A. as the successor trustee for the Combined Lien Mass Transit Sales Tax Appropriation Refunding Bonds Series 2013 and Series 2019. The Agency desires to appoint BOKF, N.A. as the successor trustee for the 2001 Lease Transactions.

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

15. Contract Modification – Extension of Contract with Arthur J. Gallagher

10:42 a.m. A briefing paper was provided in the Committee packet, regarding a request to refer to the Board of Commissioners, approval of a contract extension for 14-RFP-9861-DR – Health and Welfare Consulting Services, with Arthur J. Gallagher through December 31, 2020, to assist BSD with its employee benefit strategic analysis. The extension will cost \$106,500, and will increase the not-to-exceed contract amount to \$907,434. David Toben, Director of Benefits, provided a brief overview of this item.

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

16. Metro Transit Operations Report

10:43 a.m. An operations report for Metro Transit was included in the Committee packet. Jessica Mefford-Miller, Executive Director of Metro Transit provided a summary of the report for the Committee. This item was submitted as information only, and no action was needed by the Committee.

17. 2019 Pension Valuations Update

10:49 a.m. A briefing paper was included in the Committee packet, to provide an update of the 2019 pension valuations for company sponsored defined benefit pension plans. Carmen Brothers, Retirement Plan Advisor, gave a brief overview of the pension valuations, noting the following:

- As of June 1, 2019, the funded ratio for the Salaried Pension Plan was 85.3% and the unfunded liability was \$13,640,644.
- As of April 1, 2019, the funded ratio for the IBEW Pension Plan was 97.9% and the unfunded liability was \$120,201.
- As of April 1, 2019, the funded ratio for the Local 788, Amalgamated Transit Union, AFL-CIO Pension Plan was 67.1% and the unfunded liability was \$69,825,666.

This item was submitted as information only, and no action was needed by the Committee.

18. 401(k) Plan Audit Update

10:50 a.m. A briefing paper was included in the Committee packet, to provide the Committee an update on the audit of the Bi-State Development Agency 401(k) Retirement Savings Program (BSD 401(k) Plan). Carmen Brothers, Retirement Plan Advisor, gave a brief overview of this item. Commissioner Zimmerman thanked staff for simplifying the reports. This item was submitted as information only, and no action was needed by the Committee.

19. Financial Statements

10:51 a.m. Mark Vago, Senior Vice-President and Chief Financial Officer, provided an overview of the 2020 quarterly financial statements for the first quarter, period ending September 30, 2019, including performance indicators, for all Bi-State business divisions including: Executive Services, Gateway Arch Tram, Riverfront Attractions, St. Louis Downtown Airport, Metro, St. Louis Regional Freightway, Bi-State Development Research Institute, and Arts in Transit.

20. Treasurer's Report

10:53 a.m. Tammy Fulbright, Senior Director of Financial Planning and Treasury, provided an overview of the Treasurer's Report for the quarter ended September 30, 2019.

21. Quarterly Procurement Report

10:54 a.m. A memorandum was provided in the Committee packet, to provide a summary of the quarterly procurement activity for the first quarter of fiscal year 2020. Gregory Smith, Vice President – Purchasing, Materials Management, and Supplier Diversity, provided an overview of this report, highlighting the graphs contained in the Procurement Activity Report, and Non-

Competitive Procurement Trend. It was noted that this information was presented for information only, and no action of the Committee was required.

Chair Holman noted that Agenda Items 22. through 26. contain status reports from the Internal Audit Department, submitted by Jim Cali, Chief Audit Executive for information only. She asked if there were any questions for Mr. Cali regarding any of these reports. Being none, the Committee proceeded to Item 27.

27. President/CEO Report

10:57 a.m. Bi-State Development President/CEO Taulby Roach stated that he has no report at this time.

28. Unscheduled Business

10:57 a.m. There was no unscheduled business.

29. Call of Dates for Future Board and Committee Meetings

10:57 a.m. Myra Bennett, Manager of Board Administration, advised the Committee of the upcoming meetings, as follows:

- Security Sub-Committee Meeting:	Thursday	February 13, 2020	8:30 AM
- Board of Commissioners Meeting:	Friday	February 21, 2020	8:30 AM
- Operations/Audit Finance Committee:	Friday	March 20, 2020	8:30 AM

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

10:58 a.m. Committee Chair Holman requested a motion to allow the Committee to move into closed session as permitted under Bi-State Development Board Policy, Chapter 10, Section 10.080, (D) (1) – Legal and (D) (10) – Audit.

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

Aliah Holman – Yea
Constance Gully – Yea
Vernal Brown – Yea

Michael S. Buehlhorn – Yea
Justin Zimmerman – Yea
Irma Golliday – Yea

Rose Windmiller – Yea

Herbert Simmons – Yea

Motion passed unanimously, and the Committee moved into Executive Session at 10:58 a.m.

31. Reconvene to Open Meeting

11:21 a.m. The Committee reconvened to the Open Meeting at approximately 11:21 a.m.

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

Commissioner Windmiller made a motion to approve the Minutes from the October 18, 2019 Executive Session of the combined meeting of the Operations and Audit, Finance, & Administration Committee, as a closed record. The motion was seconded by Commissioner Golliday.

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

Michael S. Buehlhorn – Yea
Justin Zimmerman – Abstain
Irma Golliday – Yea
Herbert Simmons – Yea

The motion passed.

Commissioner Golliday made a motion to approve the Draft Office Supply Program Audit, as presented. The motion was seconded by Commissioner Brown.

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

Michael S. Buehlhorn – Yea
Justin Zimmerman – Yea
Irma Golliday – Yea
Herbert Simmons – Yea

The motion passed.

Commissioner Simmons made a motion to approve the Final Pharmacy Benefits – Express Scripts Clinical Edits Audit, as presented. The motion was seconded by Commissioner Brown.

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

Michael S. Buehlhorn – Yea
Justin Zimmerman – Yea
Irma Golliday – Yea
Herbert Simmons – Yea

The motion passed.

Commissioner Windmiller made a motion to approve the Draft Healthcare Claims Audit, as presented. The motion was seconded by Commissioner Gully.

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

Michael S. Buehlhorn – Yea
Justin Zimmerman – Yea
Irma Golliday – Yea
Herbert Simmons – Yea

The motion passed.

32. Adjournment

11:24 a.m. Chair Holman asked if there was any further business, being none, Commissioner Gully made a motion to adjourn the meeting. Motion was seconded by Commissioner Windmiller. Unanimous vote in favor taken. Motion passed, and the meeting was adjourned at approximately 11:24 a.m.

**BI-STATE DEVELOPMENT
SECURITY SUB-COMMITTEE MEETING
OPEN SESSION MINUTES
January 8, 2020**

Sub-Committee Members

Missouri

Rose Windmiller, Co-Chair – Present
Vernal Brown – Absent
Fred Pestello – Absent

Illinois

Herbert Simmons, Co-Chair – Present
Derrick Cox – Present
Irma Golliday – Participated via phone (8:33 am)

Other Commissioners

Constance Gully – Absent
Aliah Holman – Absent

Michael Buehlhorn – Participated via phone
Justin Zimmerman – Absent

Staff in Attendance

Taulby Roach, President and Chief Executive Officer
Barbara Enneking, General Counsel and Deputy Secretary
Myra Bennett, Manager of Board Administration
Brenda Deertz, Administrator/Executive Assistant to the President & CEO
Stephen Berry, General Manager - Public Safety, Central Facility - Public Safety
Kevin Scott, Director - Public Safety, Central Facility - Public Safety
Vernon Summers, Manager - Contract Security, Central Facility - Public Safety
Jessica Mefford-Miller, Executive Director Metro Transit
Jim Cali, Chief Audit Executive
Kent Swagler, Director of Corporate Compliance and Ethics
Patti Beck, Director of Communications
Angie Staicoff, Senior Internal Auditor
Larry Jackson, Executive Vice President Administration
Sally Bender, Internal Auditor/PT
Ted Zimmerman, Vice President Marketing & Communication
Lasilvia Franklin, Financial Analyst and Administrator
Kathy Brittin, Director of Risk and Absence Management
Jerry Vallely, External Communications Manager

Others in Attendance

Ken Sharkey, St. Clair County Transit District
Mary Harp, AT&T
Brian Kelly, KMOX
Marcy Meystrik, East-West Gateway
Jim Wild, East-West Gateway

1. Open Session Call to Order

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

2. Roll Call

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

3. Public Comment

8:30 a.m. Chair Windmiller noted that no speaker cards were presented for today's meeting.

4. Approval of the Minutes of the October 29, 2019 Security Sub-Committee, Open Meeting

8:31 a.m. The minutes of the October 29, 2019 Security Sub-Committee, Open Meeting were provided in the Committee packet. A motion to approve the minutes was made by Commissioner Cox and seconded by Commissioner Simmons. **The motion passed unanimously.**

5. Approval of the Minutes of the November 18, 2019 Security Sub-Committee, Open Meeting

8:32 a.m. The minutes of the November 18, 2019 Security Sub-Committee, Open Meeting were provided in the Committee packet. A motion to approve the minutes was made by Commissioner Simmons and seconded by Commissioner Cox. **The motion passed unanimously.**

6. Contract Security – Update

8:32 a.m. President and Chief Executive Officer, Taulby Roach, noted that Stephen Berry, General Manager-Public Safety, Kevin Scott, Director-Public Safety, and Vernon Summers, Manager-Contract Security, are in attendance at today's meeting to answer any questions that the Committee may have. Mr. Roach noted that staff is requesting that the implementation of the new contract for third party security with G4S, be moved from the original date of February 2020 to April 2020. A memo was distributed by Mr. Berry, outlining details of the new contract.

(Commissioner Golliday joined the meeting via phone at approximately 8:33 a.m., and the Commissioners attending via phone requested that the memo be sent to them electronically. Administrative Assistant to the CEO, Brenda Deertz e-mailed the information to the Commissioners.)

Commissioner Windmiller asked why staff is requesting a change in the implementation date. Mr. Summers noted that staff is requesting a delay in the implementation date of the contract, due to the fact that the new contract is a complex deployment that is transit specific, and the size of the workforce requires extensive logistical planning, and staff does not feel that a 60 day period allows enough time for this type of professional transition. In addition, with the holidays, there was difficulty in getting all of the needed paperwork in order. Mr. Berry noted there is significant need for logistical planning, with a new unarmed force coming in, and an armed services going out. There will be a decrease from approximately 180 guards to 105 guards, however, there will be an increase in the number of Police Officers, through the use of secondary contracts. In addition, the organization is undergoing a change to a "high visibility" uniform, and training to increase customer service.

Mr. Roach stated that Metro feels that the change to an increased number of certified Police Officers, will provide a higher level of quality with regard to security, and these secondary officers will not have "static posts", as has been the practice in the past.

Mr. Roach noted that two of our contracts for police services were approved by the Board of Commissioners in November, and included contracts with St. Louis County and St. Clair County. He noted that Metro is now in receipt of a third contract from St. Louis City. He noted that changes are being made, per the recommendations in the WSP report, and Metro is showing momentum in implementing changes in how they do business.

Commissioner Cox asked the status of approval of the WSP report? Commissioner Windmiller noted that the current item under discussion is “contract security”, and that item should be addressed separately.

Commissioner Buehlhorn stated that he is disappointed in the delay in implementation of the contract. Commissioner Simmons asked if Metro is having to pay “double” in the interim for contract security. It was noted that Metro is not. Commissioner Windmiller asked if there have been changes to the contract. Larry Jackson, Vice President of Administration, noted that there have been no substantive changes to the contract. Commissioner Windmiller asked if everyone will be onboard by April 1st. Mr. Jackson stated that Metro will be formalizing the change this week, and will be giving notice to proceed with the April 1st implementation date. He noted that, in the interim, the contract with Securitas has been extended through March 31st. Commissioner Simmons asked if there is any chance that the April date will not be met. Mr. Jackson stated that he feels the new implementation date is doable. Commissioner Simmons stated that it is important to ensure that everyone is able to “hit the ground running”; however, it is important that they meet the April 1st implementation date. Mr. Roach stated that the delay is to ensure that proper, quality personnel are in place, and everyone will be working aggressively in meeting that date.

Commissioner Cox asked when the Board would be discussing approval of the WSP plan. President and CEO Roach stated that a full presentation was given at the previous security meeting, and the plan has been presented to all of Bi-State’s partners. He noted that there is one aspect of the plan that may need to be discussed in a future Executive Session meeting; however, 25-30% of the plan has been implemented. Commissioner Cox stated that he was under the impression that the Security Sub-Committee would have a vote on the final plan, to recommend the plan to the Board of Commissioners for a final vote on the plan. Mr. Roach stated that it would be up to the Board of Commissioners, if they wish to have a vote to endorse the plan at the February meeting. He noted that a signing ceremony will be planned with our partners, to symbolize that this is a “joint plan”. Commissioner Cox stated that there are certain issues of the plan that he would like to address and provide input. Commissioner Windmiller stated that Commissioner Cox should let staff know of his concerns, and this issue will be discussed at the Security Sub-Committee meeting in February.

7. Status of Secondary Officers – Update

9:03 a.m. Mr. Scott addressed the Committee regarding the status of hiring of secondary Police Officers for Metro security. It was noted that, in the past, the salary rate had not been competitive; however, a new concept has been developed, with an increase in salaries, in order to bolster the program. It was noted that the new program will take effect in St. Clair County on January 20th. Interviews will be held this coming Saturday, for St. Louis City and County Officers. He noted that the increase in the number of Officers will increase visibility, and this armed level of support will act as support for the contracted security. Commissioner Cox noted that the G4S contract states that the officers will be unarmed. Mr. Scott noted that the “contract

security” will be unarmed; however, the secondary officers, as well as our Police partners in St. Louis City, St. Louis County and St. Clair County will serve as an armed support base of professional law enforcement. Commissioner Cox stated that he does not feel that there was enough discussion regarding this issue, and does not feel that was appropriate. Commissioner Windmiller stated that she feels that these decisions are best left to Metro staff and the law enforcement professionals. President and CEO Roach stated that he is disappointed if the Commissioner feels as though he was “by-passed”; however, he thinks that moving to ensure that those who are armed have been specifically trained in law enforcement is appropriate. He noted that Metro has developed a “layered” security team, trained in de-escalation procedures, accompanied by a more professional police presence. Discussion held regarding the number of Police that will be on task force. Mr. Roach noted that Metro is vulnerable, if we do not ensure that all security is fully trained in de-escalation techniques, and he noted that the secondary officers are going to be utilized in a very specific deployment approach.

Commissioner Buehlhorn noted that Metro has worked for many years to try to get all three Police Departments working on the same page, and he does not want to jeopardize that effort. He stated that one of the requests by law enforcement over the years is that our private security officers not be armed.

Mr. Scott noted that the goal is to add an additional 25 officers, through secondary employment, in addition to the 60-70 member, existing task force. Commissioner Cox stated that he keeps hearing people say that they do not ride the system, because they do not feel safe. Mr. Scott noted that Metro must articulate that we have officers with sound training in place. Commissioner Simmons stated that he agrees with Commissioner Cox on some of his statements; however, simply adding “bodies” to payroll does not fix the problems, if the officers are not being properly deployed.

Commissioner Windmiller noted that many transit agencies were involved in the WSP process, and many of them used fewer armed security, than does Metro. Mr. Berry stated that this is correct, and many times this will depend on the fluidity of the system, and the degree of professionalism involved.

President and CEO Roach stated that the primary issue is the perception issue. He noted that crime incidents have decreased to a very low level. Metro security is trying to be more visible, to break those perception issues.

8. Motion to move Executive Session

9:27 a.m. Chair Windmiller noted that the only items on the Executive Session agenda are approval of previous minutes. She stated that, if no discussion or corrections are needed, an Executive Session would not necessarily be needed. The Committee agreed that an Executive Session was not needed.

Chair Windmiller asked for a motion to approve the minutes of the October 29, 2019 and November 18, 2019 Security Sub-Committee, Executive Session Meeting, as presented, as a closed record. The motion was made by Commissioner Simmons and was seconded by Commissioner Cox. Unanimous vote in favor taken. **Motion passed.**

10. Adjournment

9:27 a.m. Chair Windmiller asked if there was any further business; being none, Commissioner Cox made a motion to adjourn the meeting. Motion was seconded by Commissioner Simmons. Unanimous vote in favor taken. Motion passed, and the meeting was adjourned at approximately 9:27 a.m.

Deputy Secretary to the Board of Commissioners
Bi-State Development

Open Session Item

11. a.

**Bi-State Development
Board of Commissioners
Open Session Agenda Item
February 21, 2020**

From:	Taulby Roach, President and Chief Executive Officer
Subject:	Contract Award: Gillig, To Purchase 4 Battery Electric Buses
Disposition:	Approval
Presentation:	Jessica Mefford-Miller–Executive Director Metro Transit; Larry Jackson, Executive Vice President of Administration; Darren Curry, Chief Mechanical Officer

Objective:

To present to the Board of Commissioners for approval, a request for authorization to award a contract to Gillig, LLC, for the purchase of four (4) 40' battery electric buses to replace Diesel buses currently operation at the Brentwood division.

Background:

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

Analysis:

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

Gillig has history and experience in the design and manufacture of transit buses and a proven record of advancing technology and innovation in the transportation industry. Gillig is an ideal partner in supporting deployment of FTA Low-No programs for electric buses.

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

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

Previous Committee Action:

This item was presented at the January 24, 2020, Combined Meeting of the Operations Committee and Audit, Finance & Administration Committee, and it has been recommended by the Committee for approval.

Board Action Requested:

The Committee recommends that the Board of Commissioners approve this request to award a contract to Gillig, LLC, for the purchase of four (4) 40' battery electric buses, at a cost not to exceed \$950,000 per bus.

Funding Source:

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

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
AWARDING A CONTRACT TO GILLIG, LLC. FOR THE PURCHASE OF
FOUR (4) BATTERY ELECTRIC BUSES**

PREAMBLES:

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

Whereas, the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the “Compact”) to plan, construct, maintain, own and operate passenger transportation facilities, and to perform all other necessary and incidental functions, and to disburse funds for its lawful activities, to adopt rules and regulations for the proper operation of its passenger transportation facilities and conveyances, to contract and to be contracted with; and

Whereas, in 2018, Metro Transit, the Center for Transportation and the Environment (CTE), Ameren and Gillig, LLC, successfully partnered on a Federal LoNo (**low or no emissions**) grant, to seek funding that helps to support the integration of battery electric buses into transit fleets across the country; and

Whereas, this partnership and the LoNo award satisfies the Federal Transportation Administration (FTA) requirement of a fair and open competition; and

Whereas, Gillig has history and experience in the design and manufacture of transit buses and a proven record of advancing technology and innovation in the transportation industry; and

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

Whereas, it is feasible, necessary and in the public interest for the Agency to award a contract to Gillig, LLC for the purchase of four (4), 40’ battery electric buses, at a cost not to exceed \$950,000 per bus, in accordance with the terms and conditions described herein.

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

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

Section 2. Approval of the Contract. The Board of Commissioners hereby approves the award of a contract to Gillig, LLC for the purchase of four (4), 40’ battery electric buses, at a cost not to exceed \$950,000 per bus, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

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

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

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

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

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

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

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

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 21st day of February, 2020.

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

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

By _____
Title _____

[SEAL]

ATTEST:

By _____
Deputy Secretary to the Board of Commissioners

Open Session Item

11. b.

**Bi-State Development
Board of Commissioners
Open Session Agenda Item
February 21, 2020**

From: Taulby Roach, President and Chief Executive Officer
Subject: **Contract Award – Transit and MetroLink Station Advertising Services**
Disposition: Approval
Presentation: Ted Zimmerman - Vice President, Marketing and Communications

Objective:

To present to the Board of Commissioners for approval, a request for authorization to award Contract 20-RFP-106478-SG for Transit and MetroLink Station Advertising Services to Vector Media for a three-year period, commencing April 1, 2020 and ending March 31, 2023, with two one-year options for renewal at Metro's discretion, extending the contract to March 31, 2025.

Background:

Metro Transit generates revenue through advertising placements on MetroBus (Missouri only), bus shelters, and the MetroLink system.

The current advertising services contract is held by Vector Media and expires March 31, 2020.

Metro issued Request for Proposal 20-RFP-106478-SG on October 8, 2019, seeking proposals from qualified parties interested in providing transit advertising sales & services. Proposals were due on November 8, 2019. The solicitation was advertised on Metro's website and sent to companies identified as being qualified to provide transit advertising services. Three industry leading transit advertising companies requested and received copies of the solicitation.

The objectives in the RFP included revenue in the form of a minimum guaranteed dollar amount, which increases annually or by a percentage of gross advertising sales revenues, whichever is greater. The technical evaluation criteria for the RFP included a company's experience and capabilities, as well as the experience and qualifications of staff to be assigned to the contract. A DBE goal was not established because, to our knowledge, there are no certified DBE's in the transit advertising business; however, bidders were encouraged to seek out diverse suppliers for outside services not performed on an internal basis.

Analysis:

Although three organizations expressed interest in the RFP, only one firm (Vector Media) chose to submit a proposal. The evaluation process was adhered to in accordance with the criteria set forth in the Request for Proposal. The evaluation committee consisted of staff from various departments including Transit Planning & System Development, Quality Assurance, and Marketing. The Vector Media proposal was deemed both responsive and responsible by the evaluation committee.

The cost & technical evaluation scores of the proposal are as follows:

Evaluation Criteria Scoring

Firm	Cost Score	Technical Score	Total Score
Vector Media	175.00	392.50	567.50

Minimum Revenue Guarantee:

2020 = \$1,550,000
2021 = \$1,600,000
2022 = \$1,650,000
2023 = \$1,700,000
2024 = \$1,750,000

Total = \$8,250,000

The committee determined that an agreement with Vector Media offered favorable terms and revenue potential for the period of the contract and continues the trend of positive revenue growth for the transit advertising program.

Previous Committee Action:

This item was presented at the January 24, 2020, Combined Meeting of the Operations Committee and Audit, Finance & Administration Committee, and it has been recommended by the Committee for approval.

Board Action Requested:

The Committee recommends that the Board of Commissioners approve this request to award Contract 20-RFP-106478-SG – Transit and MetroLink Station Advertising Services to Vector Media.

Funding Source:

Not Applicable. This is a revenue generating contract.

Vector Media proposes guaranteed revenue for the three-year period of \$4,800,000, with additional guaranteed revenue of \$1,700,000 in Option Year 1, and \$1,750,000 in Option Year 2. Total guaranteed revenue for all 5 years (including 2 option years) will be \$8,250,000.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
AWARDING A CONTRACT TO VECTOR MEDIA FOR TRANSIT AND
METROLINK STATION ADVERTISING SERVICES**

PREAMBLES:

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

Whereas, the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the “Compact”) to plan, construct, maintain, own and operate passenger transportation facilities, and to perform all other necessary and incidental functions, and to disburse funds for its lawful activities, to adopt rules and regulations for the proper operation of its passenger transportation facilities and conveyances, to contract and to be contracted with; and

Whereas, on October 8, 2019, Metro Transit issued Request for Proposal 20-RFP-106478-SG, seeking proposals from qualified parties interested in providing transit advertising sales & services, with proposals due on November 8, 2019; and

Whereas, the objectives in the RFP included revenue in the form of a minimum guaranteed dollar amount, which increases annually or by a percentage of gross advertising sales revenues, whichever is greater; and

Whereas, three organizations expressed interest in the RFP; however, only one firm, Vector Media, chose to submit a proposal; and

Whereas, the evaluation process was adhered to in accordance with the criteria set forth in the Request for Proposal, and the evaluation committee consisted of staff from various departments including Transit Planning & System Development, Quality Assurance, and Marketing; and

Whereas, the Vector Media proposal was deemed both responsive and responsible by the evaluation committee; and

Whereas, it is feasible, necessary and in the public interest for the Agency to award Contract 20-RFP-106478-SG – Transit and MetroLink Station Advertising Services to Vector Media, with guaranteed revenue for the three-year period of \$4,800,000, with additional guaranteed revenue of \$1,700,000 in option year 1, and \$1,750,000 in option year 2, in accordance with the terms and conditions described herein.

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

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

Section 2. Approval of the Contract. The Board of Commissioners hereby approves the award of a contract to Vector Media, for Transit and MetroLink Station Advertising Services, with guaranteed revenue for the three-year period of \$4,800,000, with additional guaranteed revenue of \$1,700,000 in option year 1, and \$1,750,000 in option year 2, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

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

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

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

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

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

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

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

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 21st day of February, 2020.

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

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

By _____
Title _____

[SEAL]

ATTEST:

By _____
Deputy Secretary to the Board of Commissioners

Open Session Item

11. c.

**Bi-State Development
Board of Commissioners
Open Session Agenda Item
February 21, 2020**

From: Taulby Roach, President and Chief Executive Officer
Subject: **Bi-State Development Research Institute Pilot Food Kiosks Donation**
Disposition: Approval
Presentation: John Langa, Vice President, Economic Development

Objective:

To present to the Bi-State Development Board of Commissioners for approval, the Bi-State Development Research Institute's (Institute) approval action for the donation of two (2) kiosks to The Link Market (TLM).

Background:

Beginning in 2017, the Institute and TLM began working together on a pilot project to improve food security and access in two food deserts, located along BSD's MetroLink alignment. Through a now completed grant from the Missouri Foundation for Health, the Institute acquired two kiosks, and TLM undertook food sales operations. The Institute still owns the two kiosks, which are personal property.

The original 18-month program period has been extended over time, and the Institute has been working with TLM on a possible donation of the two food project pilot kiosks to TLM, so that they are able to continue the pilot project in some fashion, and which could involve the continued operation of the kiosks at the original North Hanley and Wellston MetroLink station locations. In addition, the Institute and TLM have been working with St. Louis County (County) regarding the continuation of the program.

As of the December 2019 board meeting, the Institute approved the donation of the two (2) kiosks, as-is, to TLM conditioned upon: BSD Board approval of the Institute's action; the Institute and TLM reaching an agreement on the terms of the donation; and, BSD and TLM approving a license or other agreement in support of TLM's kiosk operations at the North Hanley and Wellston MetroLink stations.

*For a complete overview of the possible donation which could take place this spring, please refer to the Background section of the attached (**Attachment A**) December 2019 Institute meeting briefing paper.*

Analysis

As a bona fide 501 c 3, and with an updated business plan, TLM believes the project can be a success through its ownership of the kiosks. Should they take ownership, all program and kiosk responsibilities would be TLM's, and BSD's role would be reduced to a licensor role, in the event TLM operates at a BSD location. All responsibilities, costs and liabilities would be TLM's, and should TLM choose to relocate a kiosk from, or sell a kiosk at, either the North Hanley or Wellston MetroLink station, they would need the County's prior written acknowledgment, and their license or use agreement with BSD would become null and void.

For a complete overview, please refer to the Analysis section of the attached, Attachment A, December 2019 Institute meeting briefing paper.

Previous Committee Action:

This item was presented at the January 24, 2020, Combined Meeting of the Operations Committee and Audit, Finance & Administration Committee, and it has been recommended by the Committee for approval.

Board Action Requested:

The Committee recommends that the Board of Commissioners approve the Institute's "approval action" for the donation of two (2) kiosks to The Link Market (TLM).

Funding Source:

There are no additional funds, but for staff time, to be expended as part of this consideration, although the Institute may find it necessary to have legal review of any final donation agreement. That possible cost is estimated in the \$2,500 range.

Attachments:

Attachment A	Bi-State Development Research Institute Briefing Paper and Exhibits, December 2019
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**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
APPROVING THE DONATION OF TWO (2) KIOSKS FROM THE BI-STATE
DEVELOPMENT AGENCY-RESEARCH INSTITUTE TO THE LINK MARKET**

PREAMBLES:

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

Whereas, the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the “Compact”) to plan, construct, maintain, own and operate passenger transportation facilities, and to perform all other necessary and incidental functions, and to disburse funds for its lawful activities, to adopt rules and regulations for the proper operation of its passenger transportation facilities and conveyances, to contract and to be contracted with; and

Whereas, Board Policy Chapter 40 addresses issues relating to Real Property/Economic Development; and

Whereas, in 2017, the Research Institute (Institute) and The Link Market (TLM) began working together on a pilot project to improve food security and access in two food deserts, located along BSD’s MetroLink alignment; and through a now completed grant from the Missouri Foundation for Health, the Institute acquired two kiosks, and TLM undertook food sales operations; and

Whereas, the Institute still owns the two kiosks, which are personal property; and

Whereas, the original 18-month program period has been extended over time, and the Institute has been working with TLM on a possible donation of the two (2) kiosks to TLM, so that they are able to continue fresh food access, and which could involve the continued operation of the kiosks at the original North Hanley and Wellston MetroLink station locations; and

Whereas, at the December 2019 Board meeting, the Institute approved the donation of the two (2) kiosks, as-is, to TLM conditioned upon: BSD Board approval of the Institute’s action; the Institute and TLM reaching an agreement on the terms of the donation; and, BSD and TLM approving a license or other agreement in support of TLM’s kiosk operations at the North Hanley and Wellston MetroLink stations; and

Whereas, should TLM take ownership, all program and kiosk responsibilities would be TLM’s, and BSD’s role would be reduced to a licensor role, in the event TLM operates at a BSD location. All responsibilities, costs and liabilities would be TLM’s, and should TLM choose to relocate a kiosk from, or sell a kiosk at either the North Hanley or Wellston MetroLink station, they would need St. Louis County’s prior written acknowledgment, and their license or use agreement with BSD would become null and void; and

Whereas, it is feasible, necessary and in the public interest for the Agency to approve the donation of two (2) kiosks from the Bi-State Development Agency - Research Institute to The Link Market (TLM), in accordance with the terms and conditions described herein.

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

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

Section 2. Approval of the Donation. The Board of Commissioners hereby approves the donation of two (2) kiosks from the Bi-State Development Agency - Research Institute to The Link Market (TLM), under and

pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

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

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

Section 5. Rights under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency and The Link Market (TLM).

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

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

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

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

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 21st day of February, 2020.

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

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

By _____
Title _____

[SEAL]

ATTEST:

By _____
Deputy Secretary to the Board of Commissioners

**Bi-State Development Research Institute
211 North Broadway, Suite 700
St. Louis, Missouri 63102**

**Board of Directors Meeting Agenda
December 30, 2019
9:00 AM**

1. Roll Call: Existing Board of Directors Members: Mike Buehlhorn, President, Aliah Holman, Vice President, Barb Enneking, Secretary, Larry Jackson, Treasurer and Taulby Roach.
2. Approval of November 12, 2019 Board of Directors Annual Meeting Summary
3. Consideration and approval of Bi-State Development Research Institute's donation of two (2) kiosks to The Link Market.
4. Other Business
5. Adjourn

Bi-State Development Research Institute
211 North Broadway, Suite 700
St. Louis, Missouri 63102

Board of Directors Annual Meeting Agenda Meeting Minutes

November 12, 2019

9:00 AM

1. Roll Call: Existing Board of Directors Members*: Mike Buehlhorn, President, Aliah Holman, Barb Enneking, Secretary, John Langa, Treasurer and Taulby Roach. (all present, in addition to Larry Jackson)

*Vice President position is vacant at this time.

2. Approval of October 4, 2018 Meeting Summary (approved unanimously)
3. Election of Board of Directors Members and Officers: Proposed (Full Board of Directors Members slate and Officers will require final approval by the Bi-State Board of Commissioners) (approved unanimously)

Suggested:	President	Mike Buehlhorn
	Vice President	Aliah Holman
	Secretary	Barb Enneking
	Treasurer	Larry Jackson
	Board Member	Taulby Roach

4. Approval of FY2020 Bi-State Development Research Institute Budget (approved unanimously)
(*This is the same Budget as in the Bi-State Development Budget*)
5. Review of Bi-State Development Research Institute's FY2020 Annual Plan and Report and Discussion of On-Going Projects
6. Other Business
7. Approval of John Langa as Interim Executive Director, Bi-State Development Research Institute (approved unanimously)
8. Adjourn

**Bi-State Development Research Institute
Open Session Agenda Item
Board of Directors
December 30, 2019**

From:	John Langa, Interim Director, Bi-State Development Research Institute
Subject:	Pilot Food Project Kiosks, Donation from the Bi-State Development Research Institute to The Link Market
Disposition:	Approval
Presentation:	John Langa, Interim Director, Bi-State Development Research Institute

Objective:

To present to the Bi-State Development Research Institute (**Institute**) Board of Directors for approval of the donation, as-is, of two (2) food kiosks now held by the Institute as part of the pilot food project originally sponsored by the Missouri Foundation for Health (**MFH**) to The Link Market (**TLM**), the operator of the kiosks, conditioned upon: Bi-State Development (**BSD**) Board of Commissioners approval of the Institute's action; the Institute and TLM reaching agreement on the terms of the donation; and, BSD and TLM approving a license or other agreement in support of TLM's kiosk operations at the North Hanley and Wellston MetroLink stations.

Background:

Key background points regarding this project are included in this briefing paper as well as the attached project memos and materials. Please note, attachment materials (primarily financial and tax reporting) for those prior project memos are not included but are referenced throughout those memos.

- The Institute was awarded \$583,958 from MFH in 2017 to create a pilot food kiosk project for 18 months, unless extended, to serve food desert communities within which two of BSD's MetroLink stations are located, Wellston and North Hanley.
- Working with BSD Procurement, the Institute purchased two (2) kiosks from Odulair, LLC. Each kiosk cost \$135,000, or a total of \$270,000 for both. In addition, the Institute used the MFH grant funds to upgrade both kiosks, including improved electrical capabilities, a mobile sink system and wrapping the kiosks with marketing materials. Given those "after-market" upgrades, the final value of the North Hanley kiosk was \$147,501 and Wellston, \$145,400, or a total for \$292,901. Per BSD Finance, as of November 2019, the remaining non-depreciated value for both was \$268,977, and combined they appear to be depreciating at approximately \$10,000, annually.
- The kiosks, which are 9' tall, 8' wide, 21' long and 5,000 pounds, were placed on poured concrete pads funded by the MFH grant and prepared by BSD Maintenance of Way and its contractors. Panic alarms in the amount of \$421 total and wireless routers, totaling \$592 have been donated to the kiosks by BSD IT. The kiosks are located on BSD property through an agreement between BSD and the Institute.
- Per the agreement between the Institute and TLM, on-going utility and internet connection service costs associated with the kiosk operations are the responsibility of TLM. BSD's actual annual costs include BSD Maintenance of Way's estimated annual ground and parking lot maintenance costs for both locations of \$20,800, total, the total annual costs for

the wireless router and panic alarm of \$1,272 and electricity. In total, the annual on-going maintenance and support costs are estimated at \$25,000, total, or approximately \$12,500 for each location. The kiosks do not have water or sewer.

- Additional BSD expenses have included BSD's Marketing and Communications providing marketing materials and opportunities for TLM, such as paying for videotaping services used to promote the kiosks.
- All of the funds from the original MFH grant have been spent or committed to reimburse BSD departments (such as Maintenance of Way), and any otherwise remaining funds are contemplated for site closure.
- TLM, which is led by Dr. Jeremy Goss, began its kiosk operations in late 2017. TLM's original 18-month operating agreement with the Institute was extended per the agreement for up to two (2) additional 90-day terms, then for another six (6) months, from June 28, 2019 to December 28, 2019, and efforts for another six (6) months contemplated through June 28, 2020. In total, the operating agreement could be extended up to five (5) years from the time of the original agreement, which could take it through April 30, 2022.
- By late 2018 and early 2019, it became apparent to Institute staff and BSD Internal Audit that the long-term financial stability of the project was at risk unless TLM gained alternative sources of funds in addition to the \$180,000 it was allocated by MFH during the first 18-months of the agreement. At this time, the North Hanley kiosk remains open and serving customers at the BSD transit center; the Wellston kiosk is used only (since early 2019) as a food distribution center for TLM's other and off-site food security work. TLM believes that the overall project is viable.
- By spring 2019, TLM had engaged St. Louis County's (**County**) support to continue the kiosk program. That effort continues, and Institute staff is in contact with the County and TLM on a routine basis. As part of that, and in order to gain an extension of the program through December 28, 2019, TLM submitted updated financial information for Institute staff and BSD Internal Audit review (please see attached memos).
- One of the directions requested by TLM has been to receive the kiosks as a donation from the Institute so that TLM can continue the program. Another TLM request has been that TLM would like to have the Wellston kiosk relocated to another location, preferably the Grand MetroLink station in the City of St. Louis where TLM believes it could have a larger group of buyers. The County is aware of both ideas, and the potential for a donation is a key reason that the work on the most recent extension of the operation agreement (contemplated through June 28, 2020) has occurred so that the donation can be considered; and, if approved, TLM position itself to receive both kiosks for its operations. Institute staff has been very direct in its conversations with the County and TLM, asking in particular what impact TLM potentially moving the Wellston location might have on the County. At this time, BSD has not taken a position of whether or not it would approve a TLM operated food kiosk, or any other similar food kiosk, at any other MetroLink station area.

- If there would be a donation of the kiosks, which are person and not real property, from the Institute to TLM, there may be important procedures to follow with the Institute's approval contingent on:
 - TLM providing the Institute that it is a current, bona fide 501 c 3 at the time of donation ((they did so in the summer of 2019 as part of a six (6) month extension effort)).
 - The Institute reviewing TLM's cursory business plan (attached) of what it intends to do with the kiosks. (Please note, the Institute received that plan, including budget projections, on December 18, 2019. From reviewing that updated plan and budget, and past TLM actual profit and loss statements, it appears that TLM's updated projections are aggressive compared to past year actuals - however, TLM appears confident it can achieve this new direction, in particular with gaining new contracts, grants and donations totaling \$337,500 in its first 12-months of operating this new approach).
 - St. Louis County providing written acknowledgment prior to any kiosk sale or relocation action TLM might take.
 - The BSD Board of Commissioners Operations Committee and BSD Board of Commissioners approving the Institute's conditioned approval of the as-is donation.
 - Institute direction that if TLM stays on BSD property with the kiosks, BSD and TLM agree upon a non-assignable license agreement that would take place at the same time as the donations to allow TLM to operate the kiosks at the two present locations for up to two (2) years as a pilot project (per input from BSD Procurement) under which TLM would continue to make use of BSD's parking lot area in the same manner as contemplated in the past for the operation of the kiosks, but, that all operation, permitting, maintenance and relocation – any and all expenses – are TLM's, and that the kiosks remain open in some fashion and be kept in good condition on the outside. The non-transferrable license agreement for each kiosk would become null and void if a kiosk is sold or relocated. After that two year period BSD could extend the pilot project for a third year or put the entire project out to bid.

Analysis:

Key areas of analysis and consideration on this project include:

- TLM believes the project is viable, and it and the County appear to want the program to continue. At the same time, the Institute is not staffed as it once was and not in a position to be an active partner on the project. If the kiosks are donated to TLM and remain at the original locations, and BSD and TLM reach a license agreement for TLM's operations, the project would in many respects serve the community in the same function as in the past.
- Alternatively, BSD and BSD partners may be able to find other, unrelated uses for the kiosks and how they have been used in the past – those other potential uses may prove an opportunity cost to BSD if they are donated to TLM.

- Should they be donated to TLM, the County would need to be made aware of any transition by TLM regarding TLM's operations or kiosk location.
- Given long-term financial viability concerns, BSD would need to recognize that the project may change over time, and prepare itself in case the kiosks are vacated at some point, or if TLM does not maintain them in a proper manner if on BSD property.

Board of Directors Action Requested:

Management recommends the Bi-State Development Research Institute (**Institute**) Board of Directors for approval of the donation, as-is, of two (2) food kiosks now held by the Institute as part of the pilot food project originally sponsored by the Missouri Foundation for Health (**MFH**) to The Link Market (**TLM**), the operator of the kiosks, conditioned upon: Bi-State Development (**BSD**) Board of Commissioners approval of the Institute's action; the Institute and TLM reaching agreement on the terms of the donation; and, BSD and TLM approving a license or other agreement in support of TLM's kiosk operations at the North Hanley and Wellston MetroLink stations.

Funding Source:

There are no additional funds, but for staff time, to be expended as part of this consideration, although, the Institute may find it necessary to have legal review of any final donation agreement. That possible legal cost is estimated in the \$2,500 range.

Exhibits:

- Exhibit A: Picture of Kiosk at North Hanley
- Exhibit B: September 13, 2019 Project Memo, Pilot Food Kiosk Project Update
- Exhibit C: October 21, 2019 Project Memo, Bi-State Development Institute Pilot Kiosk Food Project
- Exhibit D: Cursory Business Plan, The Link Market





PROJECT MEMO

DATE: September 13, 2019

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

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

RE: **Pilot Food Kiosk Project Update**
Updated Fiscal Analysis - Preliminary

This memo follows prior meetings and correspondence regarding the pilot food kiosk project (**Project**) made available to BSD via a grant from the Missouri Foundation for Health (**MFH**) and through with BSD engaged The Link Market (**TLM**) as the vendor to operate two (2) fresh food kiosks in feed deserts along the BSD MetroLink alignment at the Wellston and North Hanley station areas. It is also a follow up to the enclosed memo of September 5, 2019, and reflects the additional financial information sent BSD by TLM on September 11, 2019.

The Project, which began in 2017 and completed in May 2019, has been extended through a subsequent June 2019 agreement between TLM and BSD through December 21, 2019. As part of that extension, TLM has now provided updated financial statements for 2017 and 2018 which include a balance sheet for 2018, the profit and loss statements (**PL**) for 2017 and 2018, and the 2017 and 2018 payroll tax returns for employees and the TLM, itself. As of September 11, 2019 TLM provided BSD cash flow statements for 2017 and 2018, and updated balance sheet information, all of which is attached.

The MFH grant funded TLM throughout 2017 and 2018, including \$120,000 in 2017 and \$60,000 in 2018 (the grant also funded the kiosk purchase and set up). From TLM's 2017 and 2018 PL statements, noted below, TLM appeared to carry forward some \$85,817 into 2019 based on the 2017 PL of \$104,640 and the 2018 PL of (\$18,823).

	<u>2017 PL</u>	<u>2018 PL</u>
<i>Total Revenues</i>	\$146,176	\$133,685
<i>Total Expenses</i>	\$41,536	\$152,508
<i>Total Profit (Loss)</i>	\$104,640	(\$18,823)

While 2017 was a partial year of operations for TLM, 2018 was a fully year. During 2018, TLM had a net loss of \$18,823, which included proceeds from the final \$60,000 of the \$180,000 in MFH grant funds.

Without this grant funding in 2018, the annual loss would have been in the \$78,823 range. The two largest 2018 expenses were payroll, \$81,515, and the cost of goods sold, \$36,980, totaling \$118,495. Total sales for the year were \$50,163.

Per recent conversations with TLM, due to low sales the Wellston location has been closed to foot traffic for a good part of 2019. The kiosk is instead a base for food deliveries provided by TLM.

As the Project moves to its next stages, consideration might be given to TLM gaining a grant or donation amount to have the kiosk operations break even. TLM has also mentioned that it may be interested in moving the Wellston kiosk to a more profitable location. Given such, and all other elements being equal, if TLM, through a relocation, doubled sales and the cost of goods sold with then two, and not one, thriving kiosks, it is estimated, based on the 2018 PL as provided by TLM, that TLM would need annual grant or donations amounts of some \$89,162 (please see estimated totals and assumptions, below) to break even in a future year and cover expenses:

	<u>2018 PL</u>	<u>Future, <i>Estimated Break-Even PL</i></u>
<i>Revenues</i>		
Grant/Donations	\$83,522	\$89,162 (solve for break-even)
Sales Revenues (goods sold)	\$50,163	\$100,326
Total Revenues	\$133,685	\$189,488
<i>Expenses</i>		
Inventory Purchases (cost of goods)	\$36,980	\$73,960
Gen. Operating/Administrative	\$34,013	\$34,013
Wages Expenses	\$81,515	\$81,515
Total Expenses	\$152,508	\$189,488
<i>Total Profit (Loss)</i>	(\$18,823)	\$0

- Note, BSD is assuming that TLM's actual 2019 operations are in large part covered by the \$85,817 in cash noted in the 2018 year-end balance sheet.
- Note, these totals **do not** include BSD's on-going maintenance and payment of utilities for the two kiosks, estimated in the \$25,000 range annually, and the estimated break even grant and donation totals may need to reflect a reimbursement to BSD for these annual costs.
- Note, this estimated break-even summary assumes that TLM would double its sales and the costs of goods sold; it does not include the costs of relocation, permitting and set up for a kiosk move; nor, does it carry forward a reserve fund.

cc: Jim Cali, Chief Audit Executive, BSD

encl: Financial Information Received by BSD from TLM on August 28, 2019
September 5, 2019 Project Memo
Financial Information Received by BSD from TLM on September 11, 2019



PROJECT MEMO

DATE: October 21, 2019

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

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

RE: **Bi-State Development Research Institute (Institute)**
Pilot Kiosk Food Project (Project)
The Link Market (TLM)

The purpose of this **DRAFT** memo is to consider possible options for next steps on the Project and how that may involve the Institute, TLM and St. Louis County (**County**); and the Institute, in general.

Per a September 13, 2019 BSD memo on the Project, given the financial information provided by TLM, BSD staff estimates that TLM will need approximately \$89,162 on an annual basis to break even with two thriving Project locations. BSD further estimates that it contributes approximately \$12,500, annually, per location in operations and maintenance support. At this time, TLM is, as it has in the past, requesting BSD consider donating the kiosks to TLM. The Institute has approximately \$106,000 remaining in the Project budget to reimburse BSD Maintenance of Way (**MOW**) for its past support of the Project (\$70,000+/-), with the remainder available for either permitting, on-going MOW support or relocation costs.

In addition, Dr. Jeremy Goss emailed BSD on October 18 with the following questions (*Dr. Goss' words*):

1. *It's been some time since we submitted the financial reporting that Bi-State asked of us. I'm writing to ask if you have come to a decision as to whether our work can continue beyond the 6-month reprieve we were granted following the June phone call.*
2. *If we are to remain open, has Bi-State considered our request to relocate the Wellston market to Grand Station where it can be of more use to more people?*
3. *If, unfortunately, you elect to end the program, will Bi-State please reconsider donating the markets to my organization that we might continue to serve those in need?*

Given such, possible next steps could include:

- Within the next two weeks, BSD share with TLM that it is considering a donation of the kiosks to TLM, which could occur as early as February 2020, provided TLM, reconfirm with BSD that it is a bona fide 501 c 3 and shares a business plan for the possible donation of the kiosks. Both items would be due to BSD staff by December 1, 2019, and BSD staff would review the business plan.

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 211 North Broadway, Suite 700
 St. Louis, MO 63102-2759
BiStateDev.org

- At the same time as the work noted immediately above, BSD staff would follow up on legal, operational and financial issues with BSD Legal, MOW and Finance; and the Missouri Foundation for Health to make them aware of the possible donation.
- If all seems reasonably in order with the TLM business plan noted above, BSD, the County and TLM could agree to extend the present arrange for up to another 6-months from December 21, 2019 to enable the following steps.
- Institute Board (January 2020?) approve:
 - o Donations of kiosks, “as-is” to TLM by the Institute (donations do not include BSD Wi-Fi and security camera hardware, BSD/Metro logos, and possibly other BSD property, to be determined).
 - o Reimbursement of approximately \$70,000 to BSD MOW for its past support of the Project, and the transfer to BSD’s “restricted funds” the remaining \$36,000 +/- from the Project to be used if BSD would need to relocate the kiosks from BSD property in the event TLM ceased operations and/or remedy the former sites for return to transit use.
 - o Consider dissolving the Institute following the possible kiosk donation. BSD staff estimates that the full legal support and appropriate filings would cost in the one-time, \$20,000 range.
- BSD Committee (January, 2020?) and Board (February, 2020?) approve the kiosks donation, transfer of remaining Project funds to BSD and possible dissolution of the Institute.
- If TLM relocates the kiosks to BSD property (or keeps them at BSD property), TLM would sign a lease or use agreement with BSD for TLM’s kiosks on BSD property. Such would be a mid-length term (two years?) pilot agreement, and would abrogate and supersede any similar or related agreement BSD now has with the Institute for TLM and/or the Project.
- It is TLM’s decision on where to locate the kiosks – they do not have to be on BSD property, if they are relocated, they would indemnify BSD for removal from BSD property, and if they relocate to another BSD property, or stay on BSD property, TLM would be responsible for all related costs, liabilities and operations.
- If such moves forward in this manner, BSD Economic Development staff will need support from other BSD departments – in some cases, direct staff support, for several months.

cc: Jim Cali, Director, Chief Audit Executive, Internal Audit

encl: September 13, 2019 BSD Project Memo
October 18, 2019 Dr. Jeremy Goss Email



BUSINESS PLAN

AT THE INTERSECTION OF FOOD AND TECH



f i t y @linkmarketstl

Executive Summary

WE BELIEVE

Everyone should have access to healthy, affordable food which is why we are committed to providing a sustainable solution to food insecurity. Link Markets are modular markets which currently operate at the Wellston and North Hanley MetroLink stations.

The Link Market is more than a grocery store. We are a 501 (c) (3) non-profit improving food access and education to help restructure the way our communities connect with healthy food. Customers on their commutes can shop a variety of great food at competitive prices and learn lessons on healthy eating by participating in interactive cooking demonstrations. We offer free bi-monthly cooking and nutrition lessons to equip families with the skills they need to make great food at home for their loved ones. When a recipe is demonstrated, we pair it and all the ingredients that go into it - from the salt and pepper to the protein - to offer as a value bundle.

BELIEF IN ACTION

Providing Affordable, Quality Food

We care about our customers and the food on our shelves so we take time to select the food for our stores to ensure that we always offer high-quality, low-cost fruits, vegetables, meat, poultry, dairy, and staple goods to everyone we serve.

We accept every payment method including electronic benefits transfer (EBT – formerly food stamps) and are proud participants in the DoubleBucks program. DoubleBucks is a federally funded program that matches, dollar for dollar, what customers using EBT spend on local produce at the grocery store, up to \$25. So, \$25 of EBT benefits becomes \$50 of buying power at our stores.

What is “Healthy”

Everything we sell nourishes our communities because we follow the American Heart Association’s guidelines for sodium per serving and the American Diabetes’ guidelines for sugar per serving. Moreover, we provide our own private-label prepared products (think sandwiches, salads, and cut fruit) to make healthy eating even more convenient.

Uplifting Local Food Systems

We take pride knowing that our food is grown in Missouri and Illinois. We’re connected to a network of more than 70 local farmers from which to source the variety of food that fills our shelves. Sourcing locally through area farmers and hyper-locally through community gardens means that our food will always reflect the very best our region has to offer.

OUR FIGHT

Access to healthy, affordable food is not guaranteed for more than 52,000 adults and 14,000 children who live in any one of St. Louis' 15 food deserts. The USDA defines a food desert as "a low income census tract where a substantial number or share of residents has low access to a supermarket or grocery store."

While this disparity is present throughout much of the US, St. Louis' population living in food deserts is 233% higher than the national average. St. Louis food deserts realize overall poverty rates and, most alarming, child poverty rates above the national average: 157% and 148% respectively. This disparity manifests in every form of malnutrition along the spectrum from starvation to morbid obesity.

The Link Market - a non-profit grocery store chain through which we will sell high quality, low cost food to families who live in food deserts.

Link Markets currently operate at Wellston and North Hanley MetroLink stations. Customers on their commute can shop our variety of healthy foods and learn lessons on healthy eating by participating in an interactive cooking demonstration. By pairing access, affordability, and nutrition education, the Link Market will serve as a catalyst to St. Louis families as they work to incorporate healthy eating into their everyday lives.

OUR FOOD

The Link Market has access to a network of local farmers and community gardens from which to source an abundance of fruits, vegetables, meat, dairy, and poultry. By operating two markets - Wellston and North Hanley - the Link Market can negotiate lower prices for larger volume orders. Sourcing locally through area farmers and hyper-locally through community gardens means that our produce shelves will change as the seasons change.

Sourcing

We prioritize sourcing from smaller farms and community gardens that offer great, local products at better prices. We know each of our farmers personally, have visited their farms, and are confident that they grow sustainably and without harmful chemicals. More recently we invested in a box truck which allows us to pick up produce from small, area farmers and efficiently transport it to our markets. This means that fruits and vegetables can be picked up from local farms Monday morning and on our shelves Monday afternoon. The vehicle is also creating new vendor opportunities with the Amish from whom we can purchase cartons of eggs for \$1.00/carton wholesale if we pick up our order ourselves from their farm in Bowling Green, MO.

Pricing

Feedback from customers about our prices is typically positive as cost-cautious consumers see the value of our food, particularly our produce.

Unlike traditional grocery stores, we sell produce per each instead of per pound. We do this for three reasons: 1) customers find it easier to think of how many items they need for their recipe by the item quantity than by its weight, 2) per weight purchasing contributes to overbuying and food waste at the consumer level, and 3) weighing items slow down transaction times. Rarely does our per each pricing system lead to confusion, but in the event it does, we take the time to educate our customers

about the standard grocery store practice of luring customers in with low per pound prices only for the customer to weigh and realize the item's actual, higher cost at the register.

OUR WORK

Staffing

Our employment philosophy has and will continue to be to recruit, train, and hire talented individuals from within the communities we serve. Each market is staffed by a Market Operator (cashier) and supervised by our Market Manager. The Market Manager leads staff and supports critical operations of the store including: personnel, supply chain management, merchandising, and reporting. Our stores are replenished by our Market Transporter (driver) who restocks each market and assists with our senior wellness grocery delivery service. Finally, our Community Engagement Coordinator develops on-site and off-site community programming, creating community outreach initiatives, and implementing our marketing efforts.

In conjunction with the St. Louis Agency for Training and Employment (SLATE) Earn to Learn Program and the American Association of Retired Persons' (AARP) Senior Community Service Employment Program, our stores have provided employment opportunities to individuals who need mentorship and workforce training.

A pool of volunteers will also be used to provide additional labor during operations. Emphasis is made to draw upon local universities and volunteers from targeted food desert neighborhoods. Gathering volunteers from individual neighborhoods served will help establish credibility in the mission by leveraging the volunteer's existing relationships and standing within their respective neighborhood.

Scheduling

Hours of operation for the Link Market coincides with the busiest times of the respective stations. Ridership data continues to inform peak hours of operation and reflect the needs and availability of the customer segment on a particular day. This approach helps optimize utilization and revenue generation. The Link Market operates year-round.

Inventory

In order to create a sustainable pricing model and optimize product mix, it is necessary to track inventory and understand customer purchase patterns. Tracking aggregated, weekly purchases can result in more efficient forecasting and ordering, thus reducing spoilage costs and shortages. Tracking also aids in quantifying value to paid members as well as measuring social impact for low-income customers. Orders are staggered throughout the week to maintain freshness and appropriate stock and we participate in group purchasing with local grocers to reduce produce expenses as well as reduce risk by diversifying produce sources.

Licensing, Permits, and Insurance

The Link Market is a federally registered as a 501 (c)(3) non-profit. Health permits and compliance with food handling regulations are in good standing and maintained annually. General liability and worker's compensation insurance policies are in place and satisfy all state and federal standards.

OUR COMMITMENT

Engaging Communities

We are building community through education to help restructure the way our customers use and think about healthy food. Customers can learn more about healthy eating by participating in interactive cooking demonstrations at our markets each month. We also align our company with other organizations to develop additional community-based initiatives that bring more resources to our neighbors in need.

Finding Long-Term Solutions

We are committed to finding better, smarter ways to tackle food insecurity and assess the impact of our work through data collection, research, and community feedback to assure we are as responsive to the needs of the community as possible. The hope is that our multi-approach commitment to this issue will improve food access, contribute to a healthier food system, and affect policy changes that will impact the future of food justice.

COMMUNITY IMPACT

The Link Market has made remarkable strides in the communities we serve. What follows are some of the community-based activities in which we participate.

Good, to-go! - Free Senior Grocery Delivery Services

North Newstead Association (NNA) is a Missouri not-for-profit designated by the City of St. Louis to promote economic well-being while providing affordable housing and family support services in low-moderate income areas. NNA currently serves the St. Louis City neighborhoods of Penrose, O'Fallon, Fairground, Carr Square, JeffVanderLou, St. Louis Place, Old North, Columbus Square, and the Gate District. Together, the Link Market and North Newstead Association piloted an Elderly Services Program aimed at increasing healthy food resources to at risk seniors in NNA's priority zones. Through funding from the Department of Housing and Urban Development (HUD), the Link Market delivered bundled groceries to 180 seniors in 2018.

Based on the success of our partnership with NNA, beginning June 6th, 2019, the Link Market will expand services to offer free, weekly grocery delivery services to 650+ seniors living in HUD-subsidized, income-based senior living communities:

St. Louis Health Department - Fatherhood Support Program

St. Louis City Health Department (STLHD) developed a Father Support Program (FSP) to provide education and resources to new fathers in underserved communities. With support from STLHD, the Link Market is providing subsidized, on-demand grocery delivery service to STLHD constituents participating in the FSP. Our markets are working in coordination with STLHD to identify and register 100 FSP participants from July 2019 through September 2019 for free accounts at linkmarket.org. Once online, FSP members can purchase healthy, affordable food and receive free delivery to either the Family Support Center or the Guardian Angel Settlement Association.

Community Action Agency of St. Louis County - Green Tomato Project

The Seeds of Hope Farm is operated by the Community Action Agency of St. Louis County (CAASTLC) with the goal of increasing food security in area food deserts. Through a unique

partnership with the Link Market, our customers receive organically grown, locally sourced green tomatoes and recipe cards to inspire great home cooking using these free resources.

MARKET ANALYSIS

The USDA defines Food Deserts as: "Urban neighborhoods and rural towns without ready access to fresh, healthy and affordable food." This designation is determined by 2 main factors:

1. At least 500 people or at least 33% of the population lives >1 mile from a major grocery store.
2. Poverty rate of residents is 20% or greater.

By this definition there are an estimated 23.5 million people live in food deserts throughout the United States. Of those, roughly 97.8% live in urban areas. The effect on health outcomes from this disparity is staggering: with food desert populations realizing levels of obesity, diabetes, and hypertension far greater than the national average. While food insecurity is a major issue nationally, its prevalence in the city of St. Louis is particularly troubling. St. Louis' percentage of residents living in a food desert is almost 3 times higher than the national average of 7.4%. One major contributing factor is residents lack of access to vehicles, which, in St. Louis food deserts, is 41% above the national average.

Mission Competitors

The existing landscape of non-profit organizations aiming to address food insecurity is fragmented at best. While there exists some degree of competition in terms of limited grant and charitable donation funding, we do not anticipate any threat or competitive pressure in terms of food sales.

Rather, we see this as an opportunity. The Link Market has aligned itself in such a way that not only creates new synergies between these various organizations, but also serves as a platform for these types of organizations to grow. We position the markets in such a way that maximizes TOTAL IMPACT through collaboration.

Industry Competitors

In terms of competing for food spending dollars in food deserts, we anticipate no response from retailers, for several reasons. The primary reason is that these food desert communities lack large grocery retailers by definition. Retailers that do exist in the food desert communities are predominantly small format and convenience stores, who already opt not to sell fresh, healthy foods due to low profit potential. Another reason is that we are selling an entirely different experience. Not only will our products be superior in quality, but we are offering access to additional programming and resources.

MARKETING STRATEGY

Our marketing efforts must remain flexible in order to effectively reach our many customer segments. To connect with everyone in our target communities, we utilize a variety of approaches and mediums including: in-person interactions, direct mail correspondence, and social media engagement. Additionally, we work with traditional print and digital media outlets to promote the Link Market.

In-person

Listening Sessions

We believe that the most organic approach to community engagement is meeting people where they are and hearing their voices on the issues at hand. To this end, we will invite members of the

community to the space for a three-part series with the goal of collecting feedback on the impact of food insecurity on their lives and providing a robust and meaningful solution to the problem.

1. In Session 1, we will listen. Members of our team will be on hand to ask tough questions about the scope and scale of hunger on the lives of the families present. This perspective will guide our work and provide us with the metrics by which we will determine success.
2. In Session 2, we will share. We will introduce our initiative by discussing our mission and vision and plans for how we'll work with and within the community. We will introduce our vendors, products and prices (see Appendix - pg 11).
3. In Session 3, we will respond. Our team will join forces with the community for a weekend of service in the community. Activities might include a neighborhood litter cleanup and garden planting.

Cooking Demonstrations

With help from our partners at the University of Missouri Extension School in St. Louis, we will continue to offer free bi-monthly cooking and nutrition demonstrations that equip families with the skills they need to make great food at home for their loved ones. When the cafe kitchen is not open, we believe everyone should have access to tools that keep cooking fun and easy so, when a recipe is demonstrated, we pair it with all the ingredients that go into it - from the salt and pepper to the protein - to offer as a value bundle.

Direct mail and Marketing Materials

We have produced a variety of materials to distribute including our store's seasonal circular (see Appendix - pg 12) which we will mail throughout the community using the United States Postal Services' Business Mail Program. Additionally, we have created several branded items such as our store loyalty keychain cards, grocery bags, and gift cards to help promote our brand (see Appendix - pg 13).

Social Media and Website:

We currently engage followers on multiple social media platforms including Facebook (@linkmarketstl), Twitter (@linkmarketstl), and Instagram (@linkmarketstl). Each platform has a strong presence and is utilized to communicate important information to our customers such as store closings due to bad weather or the debut of new products.

We maintain a website, www.linkmarket.org, through which we communicate our mission, vision, and approach to providing a more equitable food system for St. Louisans in need. Recently, our website was enhanced to provide E-commerce functionality. Beginning Fall 2019, customers can purchase groceries online, anytime and have their items, bagged, bundled and waiting for them for free curbside pick-up at the market an hour later. Additionally, we acquired a commercial delivery truck to 1) assist in transporting food from the farm to each of our stores efficiently and to 2) offer a free grocery delivery service to senior centers. Using our paper order sheet, seniors with limited web familiarity can place orders by phone and receive free, scheduled grocery delivery to their center and pay at delivery.

Traditional Media:

We have strong connections to major news outlets in St. Louis including print - Sauce Magazine, Feast Magazine, The St. Louis American, St. Louis Business Journal - and digital media - HEC-TV, FOX2, Real STL News, Huffington Post.

MEASURING IMPACT

The Link Market is partnered with the University of Missouri St. Louis (UMSL) to assess and evaluate our impact and sustainability. This includes measuring the behavior and potential health changes for both the corporate and food desert customers. This partnership will provide the Link Market with consistent data that not only helps refine the model through iterative feedback, but it also serves as an objective third party to properly capture various metrics. We are committed to finding better ways to tackle food insecurity. We consistently assess our work with the help of data collection, research, listening sessions, and community feedback to ensure we are staying as transparent as possible. We're confident that our multi-pronged approach to this issue will lead to better food access, a healthier food system, and policy changes that will impact the future of food justice.

Objectives:

The purpose of this study is to examine the impact that our market has on food access using a multi-level approach to assess the impact on individual, organization, and community.

Specifically, this study aims to:

- 1) Analyze changes in food access among individuals at Wellston and North Hanley over a one-year period by conducting intercept interviews (n=200) at each baseline, three and six months.
- 2) Measure availability of food by conducting grocery store audits in the two study regions at baseline, three and six months.

Methodology:

Individual level

A prospective study using a series of cross sectional examinations will be used to examine the impact of the Link Market on food access. Data will be collected at three time points: baseline, three months, and six months. Eligible participants include adults (18 years of age or older) living in the Wellston and North Hanley neighborhoods. Recruitment for the baseline survey will occur on-site at the market. Recruitment efforts will also occur at community centers and churches. A research assistant will be present during market hours to describe the study and recruit potential and existing customers.

Participants will be asked to complete a brief survey at three points in the 12-month period. The survey will assess the following.

Socio-demographic factors include household income, number of people household income supports, number of children in the household, education, age, race, ethnicity, and gender. Residential cross streets will be captured to assess approximate household location.

Food security status will be measured using a five-item food security scale developed by the USDA and Census Bureau, and a single item, four-part food sufficiency measure. Participants will also be asked about participation in Women, Infants, and Children and Supplemental Nutrition Assistance Program (SNAP).

Questions to assess the participant's food environment will include grocery store where one shops, access to food stores that accept food stamps and/or WIC in your neighborhood, typical mode of transportation to get food, and fast food restaurants in your neighborhood.

A 7-item scale will be used to assess nutrition. A subsample of participants will be recruited to participate in a 24-hour food recall. Participants will be asked to photograph the food that they eat for 3 24-hour cycles including one weekend day and two weekdays.

Transportation-related questions will assess the extent to which participants use public transportation, rely on others for a ride, car ownership.

Health related questions will assess whether a doctor has ever told the participant s/he has diabetes, hypertension, or heart disease. Participants will also be asked for self-reported height and weight.

Questions about Link Market will assess shopping frequency, the benefits of shopping at our stores, the barriers to shopping with us, motivation for patronizing our locations, and most common purchases.

Community level

Environmental audits of the food environment will be conducted. Grocery stores, convenience stores, gas stations, and fast food restaurants will be identified using business databases. The research team will then conduct ground trothing which entails systematically scanning the geographic area to confirm the location of each food establishment and identify food establishments not currently listed in the database. Once identified, each potential food selling establishment student researcher will use established audit tools to assess availability, price, and quality of food items at baseline, three and six months after the Link Market implementation. Additionally, we will collect sales data of food within partner corner markets to analyze changes in demand in food access.

Furthermore, we expect to influence community norms around food access. This will be measured by analyzing social media and traffic surrounding the food access intervention strategies they will be implementing. Types of social media will include: Facebook, Instagram, and Twitter. Number of followers will be measured at baseline and 6 months. Additionally, "tweets" will be analyzed to measure number of discussions around food access. These will also be geocoded for mapping the changes in conversations related to food access by census tract to assess community norms based on food desert locations.

APPENDIX

PRICE COMPARISON

Local **L**
Organic **O**
DoubleBucks Eligible **D**

Product	Link Market	Aldi	Save a Lot	Schnucks	Walmart
Apples (ea.)		\$0.64	\$0.85	\$0.55	\$1.18
Avocados (ea.)		\$1.89	\$1.19	\$1.50	\$0.88
Bananas (bunch)		\$0.90	\$0.99	\$0.84	\$1.44
Bell Peppers (ea.)	L O D	\$0.91	\$1.25	\$0.99	\$0.58
Bread (loaf)	L	\$0.95	\$0.99	\$1.99	\$0.88
Butter (pk.)		\$0.95	\$2.49	\$3.29	\$2.98
Cheese (pk.)	L	\$2.19	\$2.29	\$2.49	\$3.47
Chicken Breast (pk.)	L	\$4.01	\$1.49	\$3.99	\$7.26
Corn (ea.)		\$0.69	\$0.20	\$0.50	\$0.99
Cucumber (ea.)	L O D	\$0.65	\$0.59	\$0.99	\$0.48
Eggs (dz.)	L	\$1.19	\$2.45	\$4.92	\$1.58
Garlic (ea.)		\$0.33	\$0.33	\$0.62	\$0.60
Green Onions (bunch)		\$0.99	\$0.99	\$0.99	\$0.98
Kale (bunch)	L O D	\$1.79	\$2.89	\$1.69	\$0.98
Lemons (ea.)		\$0.41	\$0.50	\$0.50	\$0.54
Lettuce (ea.)	L O D	\$2.20	\$1.29	\$2.87	\$2.98
Milk (gal.)	L O D	\$2.75	\$2.79	\$2.99	\$3.18
Oranges (ea.)		\$0.73	\$0.56	\$0.83	\$0.78
Peaches (ea.)	L O D	\$0.82	\$0.65	not available	\$0.99
Pears (ea.)		\$0.64	\$0.45	\$1.06	\$1.17
Potatoes (ea.)		\$0.21	\$0.30	\$1.06	\$0.62
Red Onions (ea.)		\$0.31	\$0.99	\$1.30	\$0.26
Strawberries (pk.)		\$2.19	\$1.88	\$3.99	\$2.46
Tomatoes (ea.)	L O D	\$0.55	\$1.25	\$0.66	\$1.58
Yellow Onion (ea.)		\$0.69	\$0.22	\$1.43	\$0.36

Basket Total \$25.83* \$29.58 \$29.87 \$42.04 \$39.20
% Above Link Market 14.5% 15.6% 62.8% 51.8%

EBT DoubleBucks Discount **\$6.19**

*Price after EBT DoubleBucks Discount **\$19.64**

Store Circulars

FRONT LAYOUT

[illegible]

CENTER LAYOUT



Onion
10.99 / 100g



Broccoli
13.99 / 100g



Cucumber
10.99 / 100g



Tomato
10.99 / 100g



Cabbage
10.99 / 100g



Green Beans
10.99 / 100g



Carrots
10.99 / 100g



Potatoes
10.99 / 100g



Lentils
10.99 / 100g



Pumpkin
10.99 / 100g



Bell Peppers
10.99 / 100g



Eggplant
10.99 / 100g



Spinach
10.99 / 100g



Kale
10.99 / 100g



Cauliflower
10.99 / 100g



Brussels Sprouts
10.99 / 100g



Asparagus
10.99 / 100g



Mushrooms
10.99 / 100g



Garlic
10.99 / 100g



Onion
10.99 / 100g



Cucumber
10.99 / 100g



Tomato
10.99 / 100g



Cabbage
10.99 / 100g



Green Beans
10.99 / 100g



Carrots
10.99 / 100g



Potatoes
10.99 / 100g



Lentils
10.99 / 100g



Pumpkin
10.99 / 100g



Bell Peppers
10.99 / 100g



Eggplant
10.99 / 100g



Spinach
10.99 / 100g



Kale
10.99 / 100g



Cauliflower
10.99 / 100g



Brussels Sprouts
10.99 / 100g



Asparagus
10.99 / 100g



Mushrooms
10.99 / 100g



Garlic
10.99 / 100g



Onion
10.99 / 100g



Cucumber
10.99 / 100g



Tomato
10.99 / 100g



Cabbage
10.99 / 100g



Green Beans
10.99 / 100g



Carrots
10.99 / 100g



Potatoes
10.99 / 100g



Lentils
10.99 / 100g



Pumpkin
10.99 / 100g



Bell Peppers
10.99 / 100g



Eggplant
10.99 / 100g



Spinach
10.99 / 100g



Kale
10.99 / 100g



Cauliflower
10.99 / 100g



Brussels Sprouts
10.99 / 100g



Asparagus
10.99 / 100g



Mushrooms
10.99 / 100g



Garlic
10.99 / 100g



Onion
10.99 / 100g



Cucumber
10.99 / 100g



Tomato
10.99 / 100g



Cabbage
10.99 / 100g



Green Beans
10.99 / 100g



Carrots
10.99 / 100g



Potatoes
10.99 / 100g



Lentils
10.99 / 100g



Pumpkin
10.99 / 100g



Bell Peppers
10.99 / 100g



Eggplant
10.99 / 100g



Spinach
10.99 / 100g



Kale
10.99 / 100g



Cauliflower
10.99 / 100g



Brussels Sprouts
10.99 / 100g



Asparagus
10.99 / 100g



Mushrooms
10.99 / 100g



Garlic
10.99 / 100g

LAYOUT 3

[illegible]

Keychain Tags



Grocery Bags



Posters



Gift Cards



Link Market - Projections (2020)

Income

Revenue

Sales	70,228
Grants	110,000
Donations	138,500
Contracts	89,000
Total Revenues	407,728

Cost of sales

Cost of Goods Sold	42,459
	-
	-
Total cost of sales	42,459

Profit on Goods Sold 27,769

Net Revenue 365,269

Expenses

Advertising	11,000
Car/Truck	-
Contractors	55,600
Insurance	6,445
Legal Expenses	-
Licenses and Permits	1,494
Misc. Expenses	-
Meals & Entertainment	-
Storage	-
Shipping	-
Payroll	108,000
Rent	2,400
Fuel & Maintenance	1,280
Supplies & Equipment	3,179
Taxes & Fees	1,854
Travel	2,077
Utilities	14,400
Website	10,000
Total expenses	217,729

Total Profit (Loss) 147,540

Open Session Item

11. d.

**Bi-State Development
Board of Commissioners
Open Session Agenda Item
February 21, 2020**

From: Taulby Roach, President and Chief Executive Officer
Subject: **Contract Award – Design Services for Repurposing of Tucker Theater at the Gateway Arch**
Disposition: Approval
Presentation: Larry Jackson, Executive Vice President of Administration
Chance Baragary, Project Director – Arch
Gregory Smith, Vice President – Procurement & Inventory Management

Objective:

To present to the Board of Commissioners for approval, a request to contract with AECOM Technical Services, Inc. for Design Services for Repurposing of Tucker Theater at the Gateway Arch.

Background:

Bi-State Development / Gateway Arch is pursuing a project to provide a fresh visitor experience in the 4,800 square foot space currently known as Tucker Theater, located within the Arch Visitor Center. Currently, *Monument to the Dream*, a documentary telling the story of construction of the Arch, is shown in this space. This film, while fascinating in content, is dated, a fact which is often the focus of visitor feedback. The project goals include providing a fresh perspective of this story in the same space to further supplement the overall park visitor experience, and to provide an attraction that appeals to a broader audience. On September 23, 2016, the Board of Commissioners approved the Design and Construction Agreement for the Jefferson National Expansion Memorial (JNEM) Tucker Theater Repurposing project, an agreement with the National Park Service (NPS).

On November 6, 2018, Bi-State Development (BSD) issued Solicitation 19-RFP-105506-DGR – New Gateway Arch Experience. The solicitation consisted of a two-step process; Step 1 to obtain a pool of qualified offerors, and on March 27, 2019, Step 2 was issued to solicit concept proposals from the selected candidates.

Analysis:

In response to solicitation 19-RFP-105506-DGR, three (3) proposals were received from the following: PGAV Destinations, Freeman, and AECOM Technical Services, Inc. The concept proposals were reviewed by a committee of eight members, four BSD and four NPS. The committee has elected to move forward to negotiations with AECOM for implementation of a project based on their proposed concept.

The intended project approach at this time is a hybrid Design-Bid-Build, with the designer producing not only the construction documents, but remaining available for consult for the duration of the project, and also producing the media (video and audio) for the experience. This approach will enable consistency of the envisioned concept through completion. Phased contracts with the Designer for individual portions of the overall design and media production efforts will

be utilized, with the total contract amount to AECOM expected to not exceed \$3,500,000, which includes a 10% contingency.

Previous Committee Action:

This item was presented at the January 24, 2020, Combined Meeting of the Operations Committee and Audit, Finance & Administration Committee, and it has been recommended by the Committee for approval.

Board Action Requested:

The Committee recommends that the Board of Commissioners approve the request to authorize the President and CEO to enter into a contract with AECOM for an amount not to exceed \$3,500,000.

Funding Source:

Per the Design and Construction Agreement for the Jefferson National Expansion Memorial Tucker Theater Repurposing project, this project is fully funded by the JNEM Beneficial Fund.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
AWARDING A CONTRACT TO AECOM FOR DESIGN SERVICES FOR
REPURPOSING OF THE TUCKER THEATER AT THE GATEWAY ARCH**

PREAMBLES:

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

Whereas, the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the “Compact”) to plan, construct, maintain, own and operate passenger transportation facilities, and to perform all other necessary and incidental functions, and to disburse funds for its lawful activities, to adopt rules and regulations for the proper operation of its passenger transportation facilities and conveyances, to contract and to be contracted with; and

Whereas, Board Policy Chapter 50.010.E(1)(a) requires Board approval of Competitive Negotiated Procurements exceeding \$500,000; and

Whereas, the Bi-State Development Agency - Gateway Arch is pursuing a project to provide a fresh visitor experience in the 4,800 square foot space currently known as Tucker Theater, located within the Arch Visitor Center; and

Whereas, on November 6, 2018, Bi-State Development (BSD) issued Solicitation 19-RFP-105506-DGR – New Gateway Arch Experience. The solicitation consisted of a two-step process; Step 1 to obtain a pool of qualified offerors, and on March 27, 2019, Step 2 was issued to solicit concept proposals from the selected candidates; and

Whereas, in response to solicitation 19-RFP-105506-DGR, three (3) proposals were received from the following: PGAV Destinations, Freeman, and AECOM Technical Services, Inc., and the concept proposals were reviewed by a committee of eight members, four from BSD and four from National Park Service (NPS); and

Whereas, the committee has elected to move forward to negotiations with AECOM for implementation of a project based on their proposed concept, which, includes a hybrid Design-Bid-Build, with the designer producing not only the construction documents, but remaining available for consultation for the duration of the project, and also producing the media (video and audio) for the experience; and

Whereas, it is feasible, necessary and in the public interest for the Agency to award a contract to AECOM for design services for the repurposing of the Tucker Theater at the Gateway Arch, for an amount not to exceed \$3,500,000, in accordance with the terms and conditions described herein.

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

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

Section 2. Approval of the Contract. The Board of Commissioners hereby approves the award of a contract to AECOM for design services for the repurposing of the Tucker Theater at the Gateway Arch, for an

amount not to exceed \$3,500,000, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

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

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

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

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

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

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

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

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 21st day of February, 2020.

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

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

By _____
Title _____

[SEAL]

ATTEST:

By _____
Deputy Secretary to the Board of Commissioners

Open Session Item

11. e.

**Bi-State Development
Board of Commissioners
Open Session Agenda Item
February 21, 2020**

From: Taulby A. Roach, President and Chief Executive Officer
Subject: **Police Assistance Services Agreement with the St. Louis City Metropolitan Police Department**
Disposition: Approval
Presentation: Stephen Berry, General Manager, Department of Public Safety

Objective: To present to the Board of Commissioners, a request to approve the Police Assistance Services Agreement with the St. Louis City Metropolitan Police Department.

Background:

MetroLink's planners recognized that the personal safety of customers was essential to the success of the light rail system. The system was designed with open, well-lighted platforms and trains, as well as closed circuit television for constant monitoring of every station platform. In addition to these design elements, it was recognized that highly visible, effective, and professional law enforcement personnel were also essential.

In working with the City of St. Louis, BSD has strongly emphasized the importance of the law enforcement detail as a highly visible and pro-active part of the MetroLink security team. BSD contracts with police jurisdiction partners to provide resources to patrol the Metro system; enforce laws, local ordinances, and Metro rules and regulations; detain, arrest, and process individuals committing crimes on or near the Metro transit system.

The presence of these uniformed officers and their enforcement of laws, ordinances and Metro rules and regulations are critical to creating a safe transit system that offers a positive experience to its customers.

Analysis:

The three year, with an optional two year term, Agreement with the St. Louis Metropolitan Police Department is effective on January 1, 2020, and calls for a total manpower of nine (9) police officers from the City Police Division's Police Department consisting of one (1) Lieutenant, one (1) Sergeant, and seven (7) police officers. The annual payable amounts for the Initial three year term 2020 – 2022, shall be: Year 1 - \$1,185,606, Year 2 - \$1,201,357.32, Year 3 - \$1,211,231.16 and for the Renewal two year term, 2023 – 2024, Renewal Year 1 - \$1,221,744 and Renewal Year 2 - \$1,230,192.

Previous Committee Action:

This item was presented at the January 24, 2020, Combined Meeting of the Operations Committee and Audit, Finance & Administration Committee, and it has been recommended by the Committee for approval.

Board Action Requested:

The Committee recommends that the Board of Commissioners approve the Police Assistance Services Agreement with the St. Louis City Metropolitan Police Department and that the Board of Commissioners authorize the President & CEO to execute the Agreement with the City of St. Louis on behalf of the St. Louis Metropolitan Police Department to provide nine (9) officers for the initial three year term in the total amount of \$3,598,194.40 and the optional two year renewal term in the total amount of \$2,451,936.

Attachment 1: Police Assistance Services Agreement with the St. Louis City Metropolitan Police Department.

Funding Source:

Costs for services are included in the Agency's Operating Budget.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY OF THE
MISSOURI-ILLINOIS METROPOLITAN DISTRICT
APPROVING AN AGREEMENT WITH
ST. LOUIS CITY METROPOLITAN POLICE DEPARTMENT
FOR SECURITY SERVICES**

PREAMBLES:

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

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

Whereas, the Agency is authorized by Mo. Rev Stat. 70.378.1 and 45 Ill. Comp. Stat. 110/5 to employ or appoint personnel to maintain safety and order and to enforce rule as and regulations of the Agency upon the public mass transportation system, passenger transportation facilities, conveyances, and other property that the Agency may own, lease, or operate; and

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

Whereas, Board Policy, Chapter 90, Transit Operations. Section 90.030, *Regulation of Conduct on Conveyances and Facilities*, provides that the Agency shall employ security personnel to enforce state laws, local ordinances and Agency regulations pertaining to conduct upon Agency facilities, conveyances and other property of the Agency, and is empowered to adopt regulations for the conduct of persons upon facilities and conveyances of the Agency which have the force and effect provided by the laws of the signatory states; and

Whereas, an agreement between the Agency and the St. Louis City Metropolitan Police Department for security services (“Service Agreement”) is key to aggressive enforcement of Board Policy, Chapter 90 which outlines fare enforcement requirements and the behavior of persons utilizing BSD facilities and the Metro Transit system; and

Whereas, the Service Agreement with the St. Louis City Metropolitan Police Department calls for a total manpower of nine (9) police officers from the City Police Division’s Police Department consisting of one (1) Lieutenant, one (1) Sergeant, and seven (7) police officers. The annual payable amounts for the Initial three year term 2020–2022, shall be: Year 1 - \$1,185,606, Year 2 - \$1,201,357.32, Year 3 - \$1,211,231.16; and for the renewal two year term, 2023–2024, Renewal Year 1 - \$1,221,744 and Renewal Year 2 - \$1,230,192; and

Whereas, it is feasible, necessary and in the public interest for the Agency to authorize the President and CEO to execute an agreement with City of St. Louis, on behalf of the St. Louis Metropolitan Police Department, to provide nine (9) officers for the initial three year term in the total amount of \$3,598,194.40

and the optional two year renewal term in the total amount of \$2,451,936, recognizing that if additional services or overtime are required the amount may be adjusted accordingly, in accordance with the terms and conditions described herein.

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

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

Section 2. Approval of Authorization to Execute Service Agreement. The Board of Commissioners hereby approves the authorization of the President and CEO to execute a Service Agreement with City of St. Louis on behalf of the St. Louis Metropolitan Police Department to provide nine (9) officers for the initial three year term in the total amount of \$3,598,194.40 and the optional two year renewal term in the total amount of \$2,451,936, to provide security services for the MetroLink system, recognizing that if additional services or overtime are required the amount may be adjusted accordingly, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

Section 3. Form of the Service Agreement. The form of the Service Agreement (as provided in the Attachment to the Briefing Paper and made a part hereof), in substantially the form presented to this meeting are hereby approved, and officers of the Agency, including without limitation, the President and CEO, are hereby authorized and directed to execute and deliver and attest, respectively, the Agreement, with such changes, modifications, insertions and omissions as may be deemed necessary or desirable to effect the Agreement, with the necessity or desirability of such changes, modifications, insertions and omissions being conclusively evidenced by their execution thereof.

Section 4. Actions of Officers Authorized. The officers of the Agency, including, without limitation, the President and CEO, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and the execution of such documents or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 5. Severability. It is hereby declared to be the intention of the Board of Commissioners that each and every part, section and subsection of this Resolution shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Commissioners intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Resolution shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the intent of this Resolution.

Section 6. Payment of Expenses. The Senior Vice President and CFO is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to this Resolution.

Section 7. Rights Under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency and St. Louis City, Missouri.

Section 8. No Personal Liability. No member of the Board of Commissioners, officer, employee or agent of the Agency shall have any personal liability for acts taken in accordance with this Resolution.

Section 9. Governing Law. The laws of the State of Missouri shall govern this Resolution.

Section 10. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 21st day of February, 2020.

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

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

By _____
Title _____

[SEAL]

ATTEST:

By _____
Deputy Secretary to the Board of Commissioners

Open Session Item 11. e.

Attachment 1

POLICE ASSISTANCE SERVICES AGREEMENT

This Police Assistance Services Agreement (the "Agreement") is entered into this _____, 2019, by and between the Bi-State Development Agency of the Missouri-Illinois Metropolitan District ("Agency") and the City of St. Louis, Missouri, Police Division ("City Police Division").

WHEREAS, Agency operates a light rail system ("MetroLink") within the City of St. Louis, Missouri, St. Louis County, Missouri, and St. Clair County, Illinois; and

WHEREAS, an integral part of Agency's operation is the safety and security of its customers who use MetroLink; and

WHEREAS, Agency is authorized, pursuant to the Compact between the states of Illinois and Missouri, to employ peace officers through contracts with law enforcement agencies; and

WHEREAS, Agency desires to contract with City Police Division to provide peace officers for police protection and presence on MetroLink trains and property and for such officers to serve as good will ambassadors in the performance of their duties; and

WHEREAS, City Police Division provides law enforcement services within the City of St. Louis, Missouri; and

WHEREAS, Agency and City Police Division desire to enter into this Agreement whereby City Police Division will provide law enforcement services on MetroLink trains and property and Agency will compensate City Police Division for such services; and

NOW, THEREFORE, in consideration of the premises set forth hereunder, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City Police Division and Agency hereby agree as follows:

Article I. Term: Termination.

- 1.1 **Term.** This Agreement shall commence as of January 1, 2020 and shall be for an initial period of 3 years from the date of commencement, unless earlier terminated by either party in accordance with this Agreement. After the initial 3-year term, this Agreement may be renewed in writing, signed by the parties for one additional two-year term. The renewal term will be subject to the same terms and conditions as set forth in this Agreement, except compensation for each renewal term will be determined as provided under Section 2.2 of this Agreement.
- 1.2 **Early Termination.** Either party may terminate its rights and obligations under this Agreement without cause by providing at least thirty (30) days' prior written notice to the other party of to the termination date of this Agreement.

Article II. Compensation.

- 2.1 **Compensation for Basic Services.** The Agency agrees to compensate City Police Division in accordance with Exhibit A for the monthly fees described therein for each year of the Initial Term of this Agreement. Annual amounts payable by Agency to City Police Division shall not exceed the following: Initial term, Year 1 - \$1,185,606; Initial Term Year 2- \$1,201,357.32; Initial Term, Year 3 - \$1,211,231.16. Notwithstanding the foregoing, if the level of service increases or decreases as provided in Section 4.2, Police Jurisdiction shall notify Agency as soon as practical of such increase or decrease.

- 2.2 Compensation for Renewal Term(s). Agency agrees to compensate City Police Division in accordance with Exhibit A for the monthly fees described therein for each of the Renewal Terms. Annual amounts for the Renewal terms shall not exceed the following: Renewal Term Year 1 - \$1,221,744; Renewal Term Year 2- \$1,230,192.
- 2.3 Compensation for Additional Services. If City Police Division provides additional law enforcement services pursuant to Section 4.2, Agency shall compensate City Police Division for such additional services by paying the actual cost of wages (including any premium paid for overtime) and other direct wage-related costs for each officer providing such services ("Additional Monthly Fee").
- 2.4 Time and Manner of Payment. City Police Division shall provide Agency with monthly invoices for the Monthly Fee and Additional Monthly Fee to be paid by Agency. Agency shall pay each invoice within thirty (30) days of the date of receipt.
- 2.5 Directive for Additional Services/Compensation. The Commissioner of the City Police Division may prepare and sign, from time to time, a Directive for Additional Services to authorize under this Agreement any level of service change by City Police Division pursuant to Section 4.2, below, and the resulting change to compensation payable by Agency pursuant to Section 2.1, above, by adjusting the Monthly Fee in accordance with the component figures contained in Exhibit A.

Article III. Regional Integration of Transit Police Services.

- 3.1 Bureau of Transit Police. City Police Division, and other jurisdictions providing law enforcement services to Agency, have determined that it is in their best interests to cooperate in providing such services to the Agency and have established a working group to be known as the Bureau of Transit Police (the "Bureau"). For the purposes of this Agreement, all such officers and other personnel providing services to Agency hereunder shall be referred to as assigned to the Bureau.
- 3.2 Administration of the Bureau. Bureau activities will be under the overall administration and coordination of the St. Louis County Police Department in cooperation with Agency's General Manager of Public Safety. The St. Louis County Police Department Commander assigned to the Bureau will be designated the "Bureau Commander." The Bureau Commander shall be responsible for the supervision of the day-to-day operations of the Bureau.
- 3.3 Bureau Standard Operating Procedures. City Police Division and Agency recognize that each have a legitimate interest in the deployment strategy and priority of services of law enforcement personnel assigned to the Bureau. City Police Division and Agency agree to work together to ensure that the deployment and priorities of law enforcement personnel assigned to the Bureau are efficient and effective and in accordance with Agency's Security Plan and the Bureau's Standard Operating Procedures ("SOPs") attached hereto and incorporated herein as Exhibit B.
- 3.4 General Orders, Directives, and Training. Officers assigned to the Bureau will remain subject to the General Orders, Directives, and training requirements of City Police Division. Additionally, in the event of a conflict between the SOPs and City Police Division's General Orders or Directives, Police Jurisdiction's General Order or Directive will prevail.
- 3.5 Command Review Meetings. Command-level review meetings between Agency, Bureau Commander, City Police Division, and the other jurisdictions providing law enforcement services to the Bureau shall be held at least bi-weekly, or as requested by any party, in order to discuss

the services under this Agreement; personnel qualifications and complaints; work assignments and hours; reports made and/or needed by any party; and to discuss and resolve any other areas of mutual concern.

Article IV. Services Provided by City Police Division.

- 4.1 **Basic Services.** During the initial term of this Agreement, City Police Division shall assign 9 police officers from City Police Division's police department, consisting of 1 officer of Lieutenant rank, 1 officers with the rank of Sergeant or higher, and 7 police officers to the Bureau. City Police Division and Agency shall annually agree upon the level of police services, including personnel, equipment, and related support to be provided to the Bureau at least thirty (30) days prior to the commencement of any renewal term.
- 4.2 **Changes in Level of Service.** City Police Division may exercise its reasonable discretion to make changes in the number of police officers assigned to the Bureau during the term of this Agreement; however, City Police Division shall provide Agency advanced written notice of its intent to change the number of police officers. If a vacancy of any of the agreed-upon number of officers is not filled within ninety (90) days, City Police Division and Agency agree that Agency may reassign the opening to another jurisdiction to provide officers to the Bureau.
- 4.3 **Duties of the Officers.** The police officers assigned to the Bureau under the terms of this Agreement shall primarily devote their time to activities on MetroLink trains and stations. The duties of such officers shall include, but not be limited to, the following:
 - a. Provide "roving" police patrol duties on board the MetroLink trains and within Agency's MetroLink stations, during which they shall perform their normal and lawful duties as law enforcement officers, to enforce the laws of the State of Missouri, and the various ordinances within the officers' jurisdictions. No officer shall, however, be required by this Agreement to perform any duties outside of the State of Missouri, unless authorized by state or federal law. City Police Division's police officers are permitted to enter the State of Illinois for the purpose of monitoring ongoing suspicious activity on a MetroLink train or to apprehend a suspect, and to remain in the State of Illinois until an officer of the appropriate Illinois jurisdiction has responded to the scene under the authority granted by Section 70.378, RSMo. and 45 ILCS 110/5.
 - b. Actively and visibly patrol MetroLink trains, stations, park-and-ride lots and other MetroLink facilities; interact positively with MetroLink customers and provide appropriate assistance to them; enforce the MetroLink fare system as supported by state statute when on duty and not actively engaged in other police work; to include issuing citations for fare and Agency regulation violations; and arrange for the pickup, transporting and processing of offenders taken into custody.
 - c. Respond to subpoenas, court appearances and trials as required for violations.
- 4.4 **Scheduling of Services.** City Police Division and Bureau Commander, in consultation with Agency, shall determine when and where officers are to perform their respective duties as described in Section 4.3 above. City Police Division shall provide agency with a copy of the

workschedules, known as the "Bureau of Transit Police Officer's Work Schedules", of all officers assigned to the Bureau. With the exception of services provided under unforeseen or extraordinary circumstances, as documented by City Police Division in writing detailing the amount, nature, and justification for such services, Agency must pre-approve the use of any additional police officers or additional hours of services not authorized in Section 4.1.

4.5 Status of Officers. The police officers assigned to the Bureau under the terms of this Agreement shall, at all times, be considered employees of City Police Division and not of Agency. If Agency determines that any police officer assigned to the Bureau under this Agreement is not performing in accordance therewith, Agency may request the replacement of such officer. Upon such request, City Police Division shall make every effort to replace the officer; however, the replacement of an officer assigned to the Bureau is within the City Police Division's discretion.

4.6 Equipment. City Police Division shall provide its officers assigned to the Bureau with a standard uniform and a complement of personal equipment at its own expense. City Police Division shall be responsible for its incurred expenses in performing this Agreement.

4.7 Reports.

- a. City Police Division shall submit monthly reports on its services to the Bureau Commander and Agency in a format that is mutually acceptable to Police Jurisdiction and Agency. These reports shall contain crime statistics, as well as self-initiated and directed call for service data, by geographical location. Upon request, City Police Division shall provide police reports to the Bureau Commander in a manner compliant with state and federal law for incidents related to the Agency and its operations.
- b. Agency shall provide monthly reports to City Police Division containing ridership and fare data. Agency shall provide City Police Division any new policies regarding fare enforcement, Fare Bulletins, and updates regarding safety and security.
- c. City Police Division shall make timely reports documenting each officer's work time, location, and activities to Agency at times and in a format to be mutually agreed upon by Agency and City Police Division. Such reports shall include the following information: time and location of reporting to duty and when completing duty, activities while on duty, time away from MetroLink stations or trains when on duty, and such other matters relating to their duties pursuant to this Agreement. City Police Division shall also provide Agency with monthly reports of crime statistics related to MetroLink.

Article V. Insurance.

- 5.1 Insurance. It is hereby understood and acknowledged that City Police Division and Agency are self-funded for purposes of general liability, commercial general liability, automobile liability, professional liability, and workers compensation / employer liability.

Article VI. Miscellaneous.

- 6.1 Notices. Any and all notices or other forms of communications, required or voluntarily made by either party, shall be deemed to be given if hand delivered or sent through the United States Postal Service, First-class postage pre-paid, to the respective addresses of the parties listed below:

If to Agency: Bi-State Development Agency
211 North Broadway, Suite 700
St. Louis, Missouri 63102
Attn: Taulby Roach, President & CEO

If to City Police Division: City of St. Louis
1915 Olive Street
St. Louis, Missouri 63103
Attn: Colonel John W. Hayden, Jr., Police Commissioner

Both parties may, by notice given here under, designate an additional or different recipient or address to which subsequent notices and communications shall be sent.

- 6.2 Severability of Provisions. The parties agree that if any provision of this Agreement is held by a court of competent jurisdiction to be invalid, unenforceable, void or voidable for any reason, the finding, order or decree of which becomes final, the remaining provisions shall not be affected thereby if such provisions could continue to conform with the purposes, terms and requirements of the Agreement and the applicable law.
- 6.3 Integration and Amendment. This Agreement comprises the entire understanding between the parties, including the contents of any and all documents incorporated by reference or attached hereto, and the Agreement supersedes all other writings, promises, terms, conditions or obligations that may have been previously made. Any amendments, additions, supplements or deletions to this Agreement shall be in writing, and mutually asserted to and signed by both parties. No action shall be taken pursuant to any amendment, addition, supplement or deletion prior to the execution of such written instrument.
- 6.4 Governing Law. This Agreement, its interpretation and any dispute arising out of its operation shall be governed by the laws of the State of Missouri without regard for conflicts of law principles.

Signature page follows

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

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

Taulby A. Roach
President and CEO

ATTESTED TO BY:

General Counsel

CITY OF SAINT LOUIS

John W. Hayden, Jr.
Police Commissioner

COUNTERSIGNED BY:

Comptroller

APPROVED AS TO FORM BY:

City Counselor

ATTESTED TO BY:

Register

EXHIBIT A

Initial Term - Year 1	Monthly Cost
JANUARY 2020	\$ 98,138.00
FEBRUARY 2020	\$ 98,138.00
MARCH 2020	\$ 98,138.00
APRIL 2020	\$ 98,138.00
MAY 2020	\$ 98,138.00
JUNE 2020	\$ 98,138.00
JULY 2020	\$ 99,463.00
AUGUST 2020	\$ 99,463.00
SEPTEMBER 2020	\$ 99,463.00
OCTOBER 2020	\$ 99,463.00
NOVEMBER 2020	\$ 99,463.00
DECEMBER 2020	\$ 99,463.00
Year Total	<u>\$ 1,185,606.00</u>

Initial Term - Year 2	Monthly Cost
JANUARY 2021	\$ 99,463.22
FEBRUARY 2021	\$ 99,463.22
MARCH 2021	\$ 99,463.22
APRIL 2021	\$ 99,463.22
MAY 2021	\$ 99,463.22
JUNE 2021	\$ 99,463.22
JULY 2021	\$ 100,763.00
AUGUST 2021	\$ 100,763.00
SEPTEMBER 2021	\$ 100,763.00
OCTOBER 2021	\$ 100,763.00
NOVEMBER 2021	\$ 100,763.00
DECEMBER 2021	\$ 100,763.00
Year Total	<u>\$ 1,201,357.32</u>

Initial Term - Year 3	Monthly Cost
JANUARY 2022	\$ 100,763.86
FEBRUARY 2022	\$ 100,763.86
MARCH 2022	\$ 100,763.86
APRIL 2022	\$ 100,763.86
MAY 2022	\$ 100,763.86
JUNE 2022	\$ 100,763.86
JULY 2022	\$ 101,108.00
AUGUST 2022	\$ 101,108.00
SEPTEMBER 2022	\$ 101,108.00
OCTOBER 2022	\$ 101,108.00
NOVEMBER 2022	\$ 101,108.00
DECEMBER 2022	\$ 101,108.00
Year Total	<u>\$ 1,211,231.16</u>

Renewal Term - Year 1	Monthly Cost
JANUARY 2023	\$ 101,108.00
FEBRUARY 2023	\$ 101,108.00
MARCH 2023	\$ 101,108.00
APRIL 2023	\$ 101,108.00
MAY 2023	\$ 101,108.00
JUNE 2023	\$ 101,108.00
JULY 2023	\$ 102,516.00
AUGUST 2023	\$ 102,516.00
SEPTEMBER 2023	\$ 102,516.00
OCTOBER 2023	\$ 102,516.00
NOVEMBER 2023	\$ 102,516.00
DECEMBER 2023	\$ 102,516.00
Year Total	<u>\$ 1,221,744.00</u>

Renewal Term - Year 2	Monthly Cost
JANUARY 2024	\$ 102,516.00
FEBRUARY 2024	\$ 102,516.00
MARCH 2024	\$ 102,516.00
APRIL 2024	\$ 102,516.00
MAY 2024	\$ 102,516.00
JUNE 2024	\$ 102,516.00
JULY 2024	\$ 102,516.00
AUGUST 2024	\$ 102,516.00
SEPTEMBER 2024	\$ 102,516.00
OCTOBER 2024	\$ 102,516.00
NOVEMBER 2024	\$ 102,516.00
DECEMBER 2024	\$ 102,516.00
Year Total	<u>\$ 1,230,192.00</u>

Exhibit B

Bureau of Transit Police Deployment Strategy and Priorities

GOAL: To build and maintain public confidence in the security and safety of AGENCY's transit system through the development and implementation of proactive strategies, practices, and resource allocation and deployment methodologies to help ensure the safety and security of AGENCY customers, employees, and the general public as they interact with the transit system.

OBJECTIVES: AGENCY's objectives for the Bureau of Transit Police are:

1. To focus efforts on prevention and pro-active enforcement to maximize visible presence on the system, including the use of outreach strategies and forming partnerships with community elements and service providers.
2. To build and maintain an appropriate level of cooperation and coordination between the Bureau of Transit Police, AGENCY contracted security services and AGENCY Public Safety Department personnel and other AGENCY field personnel, i.e., Operators, Fare Inspectors, and field Supervisors, including responding to calls for assistance and providing or coordinating follow-up investigation or tactical response.
3. To build a high level of cooperation and coordination between the Bureau of Transit Police and other federal, state, and local law enforcement agencies.
4. To maintain public confidence in use of transit services.
5. To report related incidents to AGENCY.

STRATEGY: The deployment of the Bureau of Transit Police is to be developed in coordination with AGENCY and will take into consideration the identified security needs of AGENCY. Coordination will emphasize information sharing and deployment strategies aimed at protecting customers, AGENCY employees, and the general public as they interact with the transit system.

PRIORITIES: Deployment priorities for the Bureau of Transit Police will emphasize:

1. Enforcement: Focusing on AGENCY ordinances and State and City laws to help ensure the security of passengers, employees, and AGENCY's property by responding timely to transit incidents.

2. Problem Orienting Policing: Identifying problem areas, rail lines and/or transit centers/transfer points based on data relative to the greatest needs for "preventive action"; using-whenever possible-community policing strategies.

3. Community Involvement: It is a priority of AGENCY to have our transit policing integrated with the City of St. Louis Metropolitan Police Department initiatives on community policing to encourage more direct police involvement with our riders and employees and to have a visible "pro-active" presence on and around AGENCY's public facilities.

4. Visible Presence: On board Metrolink and at transit center/transfer points.

5. Reporting: Provides periodic and timely reports concerning the Bureau of Transit Police's work, analyzes crime, part 1 crime data and trends, and related system security and safety data, and makes recommendations to AGENCY with respect to strategy, deployment, and resource allocation.

City of St. Louis and AGENCY shall establish performance measures to monitor and evaluate Bureau of Transit Police operations. Performance measures may include:

a) Presence Ratio: percentage of total police officer worked hours, spent on-board Metrolink or on-site at public transit facilities for the month or year.

b) Citations: number of citations issued on Metrolink, transit centers, or Metrolink platforms for the month or year.

c) Fares Inspected: number of checked by Bureau of Transit Police officers for valid proof of fare payment for the month or year.

d) Exclusions: number of exclusions or interdiction commands issued on Metrolink for the month or year.

e) Reported Crime: number of all crimes reported on Metrolink light rail vehicles and property for the month or year.

6. Arrests: number of arrests on Metrolink or AGENCY property for the month or year.

7. Commendations/Complaints: number of complaints and commendations received by AGENCY pertaining to Bureau of Transit Police operations for the month or year.
8. Perceived Security: public confidence in safety and security on Metrolink light rail vehicles and Metrolink property as measured by AGENCY survey of transit system customers and the public.
9. Reports Written: number of reports written for the month in support of arrests or calls for service.
10. Field Interview Cards: number of FIR cards for the month based on subject stops and contacts.
11. Citizen Complaints: All citizen complaints concerning City of St. Louis Police officers will be referred to the City of St. Louis with the finding copied to the Commander and the Bureau of Transit Police. Both parties agree to:
 - A. Maintain a police accountability system as described at subsections (B) through (G) below.
 - B. Provide an accountability system intake point to which the other participating Bureau of Transit City Police Divisions ("jurisdictions") can refer or deliver complaints about City of St. Louis Police officers working in the Bureau of Transit Police.
 - C. Receive, review and evaluate all complaints referred or delivered by the other jurisdictions concerning its officers who work in the Bureau of Transit Police.
 - D. Deliver all complaints about an officer who works in the Bureau of Transit Police received from citizens or generated by peace officers to the accountability system intake point of the subject officer's employing jurisdiction.
 - E. Permit investigators from other jurisdictions to share information with their counterparts investigating or reviewing an incident involving a Bureau of Transit Police officer.
 - F. Conduct joint investigations when necessary and appropriate.
12. Media Coordination: Every effort is to be made to provide a unified response to media inquiries following a security related incident on AGENCY trains or property or other media inquiry. The Bureau Commander, Public Information of the affected law enforcement agency (if any), and AGENCY Public Information Officer, are to confer prior to the issuance of a response, to determine which agency should provide the response and the content of the response.

Open Session Item

11. f.

**Bi-State Development Agency
Board of Commissioners
Open Session Agenda Item
February 21, 2020**

From: Taulby Roach, President and Chief Executive Officer
Subject: Sole Source Contract for Temporary Financial Consultant
Disposition: Approval
Presentation: Mark G. Vago, Sr. Vice President & Chief Financial Officer

Objective:

To present to the Board of Commissioners, a request to approve a sole source contract with Robert Half for Temporary Financial Consulting Services as budgeted for FY 2020.

Background:

In the prior twelve months, Bi-State Development's (**BSD**) Finance Division has had significant turnover. Key turnovers during this time have included: all staff in the Financial Planning and Budget Department (Director and two professional staff); three key members of the six-person Accounts Payable Department, including the Accounts Payable Manager, and all three AP 788 Clerical Processors; and the Executive Assistant. There has been turnover within the Accounting Department and Passenger Revenue Department, including the Manager of Revenue Control. Additionally, two key members of Finance were out of the office for an extended period.

During the prior twelve months, Finance implemented two key financial systems in the Financial Planning and Budget and the Accounts Payable Departments. The Division also prepared for and completed: a major bond refinancing which produced significant savings; an operational audit required under the bond provisions; the FTA required triennial review; and a year-end financial audit with a new CPA firm.

BSD contracted through a third party, Robert Half, to have the prior Chief Financial Officer work in the Financial Planning and Budget Department and train all new-hired staff and work on testing the new budget system being implemented. The presence of this contractor allowed the Chief Financial Officer and the Senior Director of Financial Planning and Treasury Services to provide adequate support to staff; coverage for the numerous vacancies; and devote time to the system implementations and various large-scale projects.

Analysis:

The annual cost of the contract for this Financial Consultant is \$260,208. BSD Finance Division's FY 2020 budget for Consultant Fees and Temporary Services is \$537,400. Through the first 6-months of the fiscal year (December 31, 2019) the Finance division is under budget \$331,600 or 7%. The cost of consulting fees and temporary services are offset by savings in wages and other controlled costs.

Previous Committee Action:

This item was presented at the January 24, 2020, Combined Meeting of the Operations Committee and Audit, Finance & Administration Committee, and it has been recommended by the Committee for approval.

Board Action Requested:

It is requested that the Board of Commissioners approve the request for FY 2020 funding of Sole Source Contract with Robert Half, in an amount not to exceed \$260,208 for Temporary Financial Consulting Services.

Funding Source:

Outside services is budgeted in the annual operating budget and funded through local sales tax appropriations.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
APPROVING A SOLE SOURCE CONTRACT WITH ROBERT HALF FOR
TEMPORARY FINANCIAL CONSULTANT SERVICES**

PREAMBLES:

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

Whereas, the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the “Compact”) to acquire by gift, purchase or lease, sell or otherwise dispose of, and to plan, construct, operate and maintain, or lease to others for operation and maintenance, airports, wharves, docks, harbors, and industrial parks adjacent to and necessary and convenient thereto, bridges, tunnels, warehouses, grain elevators, commodity and other storage facilities, sewage disposal plants, passenger transportation facilities, and air, water, rail, motor vehicle and other terminal or parking facilities; to contract and to be contracted with; and to perform all other necessary and incidental functions; and

Whereas, Board Policy Chapter 50, §50.010 (E)(1)(b), requires Board approval of all Non-competitive (“sole source or single bid”) Procurements exceeding \$100,000; and

Whereas, in the prior twelve months, Bi-State Development’s (BSD) Finance Division has had significant turnover; and

Whereas, in the prior twelve months, Finance implemented two key financial systems in the Financial Planning and Budget and the Accounts Payable Departments. The Division also prepared for and completed: a major bond refinancing which produced significant savings; an operational audit required under the bond provisions; the FTA required triennial review; and a year-end financial audit with a new CPA firm; and

Whereas, BSD contracted through a third party, Robert Half, to provide an experienced financial consultant to work in the Financial Planning and Budget Department and to train all new-hired staff and work on testing the new budget system being implemented; and

Whereas, the presence of this contractor allowed the Chief Financial Officer and the Senior Director of Financial Planning and Treasury Services to provide adequate support to staff; coverage for the numerous vacancies; and devote time to the system implementations and various large-scale projects; and

Whereas, it is feasible, necessary and in the public interest for the Agency to approve a 1-year, sole source contract with Robert Half, in an amount not to exceed \$260,208 for temporary financial consulting services, in accordance with the terms and conditions described herein.

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

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

Section 2. Approval of the Contract. The Board of Commissioners hereby approves a 1-year, sole source contract with Robert Half, in an amount not to exceed \$260,208 for temporary financial consulting services,

under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

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

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

Section 5. Rights Under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency and Robert Half.

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

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

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

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

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 21st day of February, 2020.

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

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

By _____
Title _____

[SEAL]

ATTEST:

By _____
Deputy Secretary to the Board of Commissioners

**Bi-State Development Agency
Board of Commissioners
Open Session Agenda Item
February 21, 2020**

From: Taulby Roach, President and Chief Executive Officer
Subject: **Appointment of Successor Trustee for Light Rail Vehicle Lease Transactions**
Disposition: Approval
Presentation: Mark Vago, Senior VP and Chief Financial Officer;
Tammy Fulbright, Director of Treasury Services
Jason Terry (Gilmore & Bell, P.C.)

Objective:

To present to the Board of Commissioners for approval, a resolution authorizing the appointment of a successor trustee in connection with the 2001 Light Rail Vehicle Lease Transactions.

Background:

On June 22, 2001, the Board of Commissioners adopted a resolution, as further authorized by a resolution adopted by the Executive Committee of the Board of Commissioners on August 24, 2001, authorizing the Agency to enter into certain leveraged lease financing transactions for the acquisition of light rail vehicles (the “2001 Lease Transactions”) with BSDA 2001-C1 Statutory Trust, BSDA 2001-C2 Statutory Trust, Fleet National Bank, Comerica Lease Corporation, FSA Global Funding Limited, Dexia Credit Local, New York Agency, Premier International Funding, Co., AIG Matched Funding Corp., and Wells Fargo Bank Northwest, N.A., as trustee (“Wells Fargo”).

Analysis:

The Agency has been notified by Wells Fargo of their intent to resign as Trustee for the 2001 Lease Transactions. As a result, the Agency must appoint a successor trustee.

In 2019, the Agency appointed BOKF, N.A. as the successor trustee for the Combined Lien Mass Transit Sales Tax Appropriation Refunding Bonds Series 2013 and Series 2019. The Agency desires to appoint BOKF, N.A. as the successor trustee for the 2001 Lease Transactions.

Previous Committee Action:

This item was presented at the January 24, 2020, Combined Meeting of the Operations Committee and Audit, Finance & Administration Committee, and it has been recommended by the Committee for approval.

Board Action Requested:

The Committee recommends that the Board of Commissioners approve a resolution permitting BSD to proceed with appointing BOKF, N.A. as the successor trustee in connection with the 2001 Light Rail Vehicle Lease Transactions.

Funding Source:

Pursuant to Section 30.080, *Debt Issuance and Administration*, the Bi-State Development Agency of the Missouri-Illinois Metropolitan District is a body corporate and politic created and existing by reason of a joint compact (**Compact**) between the States of Missouri and Illinois

(Sections 70.370 *et seq.* of the Revised Statutes of Missouri, as amended, and Illinois Compiled Statutes, Chapter 45, Act 100, as amended) and approved by the United States Congress and the President. The Agency is authorized by its Compact and by Mo. Rev. Stat. 70.370 *et seq.* and 45 Ill. Comp. State 100/1 *et seq.* to plan, construct maintain, own and operate passenger transportation facilities, and perform all other necessary and incidental functions, and to disburse funds for its lawful activities, and to contract and be contracted with.

The Trustee fees are included in the annual budget and are paid with revenues of the Agency.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
APPOINTING A SUCCESSOR TRUSTEE IN CONNECTION
WITH THE ACQUISITION OF LIGHT RAIL VEHICLES**

PREAMBLES:

- **Whereas**, the Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the “Agency”) is a body corporate and politic, created by an interstate compact (the “Compact”) between the States of Missouri and Illinois, acting by and through its Board of Commissioners (the “Board”); and
- **Whereas**, the Agency is authorized by its Compact and by Mo. Rev. Stat. §§ 70.370 *et seq.* and 45 Ill. Comp. Stat. 100/1 *et seq.* to plan, construct, maintain, own and operate passenger transportation facilities, and perform all other necessary and incidental functions, and to disburse funds for its lawful activities, and to contract and be contracted with; and
- **Whereas**, on June 22, 2001, the Board of Commissioners adopted a resolution, as further authorized by a resolution adopted by the Executive Committee of the Board of Commissioners on August 24, 2001, authorizing the Agency to enter into certain leveraged lease financing transactions for the acquisition of light rail vehicles (the “2001 Lease Transactions”) with BSDA 2001-C1 Statutory Trust, BSDA 2001-C2 Statutory Trust, Fleet National Bank, Comerica Lease Corporation, FSA Global Funding Limited, Dexia Credit Local, New York Agency, Premier International Funding Co., AIG Matched Funding Corp. and Wells Fargo Bank Northwest, N.A., as trustee (“Wells Fargo”); and
- **Whereas**, Wells Fargo has informed the Agency that they desire to resign as trustee under the 2001 Lease Transactions; and
- **Whereas**, the Agency desires to appoint BOKF, N.A. (“BOKF”) as successor trustee to Wells Fargo under the 2001 Lease Transactions pursuant to the agreements, leases and trusts entered into in connection with the 2001 Lease Transactions (as amended, the “2001 Lease Documents”).

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

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

Section 2. Appointment of Successor Trustee. The Board hereby appoints BOKF, N.A. as successor trustee to Wells Fargo Bank Northwest, N.A. under and pursuant to the 2001 Lease Documents.

Section 3. Actions of Officers Authorized. The officers of the Agency, including the Chairman, Vice Chairman, Treasurer, Secretary and Deputy Secretary of the Board and the President and Chief Financial Officer of the Agency shall be, and they each hereby are, authorized and directed to

execute and deliver all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution, including giving direction to the trustee to give notice of appointment of a successor trustee, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 4. Partial Invalidity. If any term or provision of this Resolution or other document approved hereby or the application thereof for any reason or circumstance shall to any extent be held invalid or unenforceable, the remaining provisions or the application of such term or provision to persons in situations other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision hereof and thereof shall be valid and enforced to the fullest extent permitted.

Section 5. Execution of Documents. The officers of the Agency, including the Chairman, Vice Chairman, Treasurer, Secretary and Deputy Secretary of the Board and the President and Chief Financial Officer of the Agency, are authorized and directed to execute and deliver all documents and to take such actions as they may deem necessary or advisable in order to carry out the purposes of this Resolution.

Section 6. Payment of Costs. The Chief Financial Officer of the Agency is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to the appointment of a successor trustee for the 2001 Lease Transactions.

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

Section 8. Effective Date. This Resolution shall become effective immediately upon its adoption.

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 21st day of February, 2020.

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

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

By: _____
Name: _____
Title: Chairman of the Board Commissioners

[SEAL]

ATTEST:

By: _____
Name: Vernal Brown
Title: Secretary of the Board of the Commissioners

Resolution #1030
Bi-State Development Agency Board of Commissioners
February 21, 2020
Appointment of Successor Trustee Light Rail Vehicle Lease Transactions
Page 2

NOTICE OF APPOINTMENT OF SUCCESSOR TRUSTEE

February __, 2020

Mr. Victor Zarrilli
Senior Vice President
BOKF, N.A.
200 North Broadway, Suite 1710
St. Louis, Missouri 63102

Ms. Crystal Verley
Account Manager
Corporate Trust Services - Lease
Wells Fargo Trust Company, NA
299 S. Main Street, 5th Floor
Salt Lake City, Utah 84111

Mr. Lorne D. Potash
FSA Global Funding Limited
c/o Assured Guaranty Corp.
1633 Broadway
New York, New York 10019

Mr. Michael MacMichael
Comerica Leasing Corp.
411 W. Lafayette Blvd.
Second Floor – MC 3540
Detroit, Michigan 48226

RE: The Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the “Agency”) BSDA 2001-C1 and BSDA 2001-C2

Ladies and Gentlemen:

Wells Fargo Bank Northwest, N.A. (“Wells Fargo”) serves as trustee for (1) the BSDA 2001-C1 Statutory Trust (the “C1 Trust”) under the Trust Agreement (BSDA 2001-C1) dated as of August 28, 2001 (the “C1 Trust Agreement”) between Wells Fargo, as trustee, and Comerica Lease Corporation (“Comerica”), as owner participant, and (2) the BSDA 2001-C2 Statutory Trust (the “C2 Trust”) under the Trust Agreement (BSDA 2001-C2) dated as of November 28, 2001 (the “C2 Trust Agreement” and together with the C1 Trust Agreement, the “Trust Agreements”) between Wells Fargo, as trustee, and Comerica, as owner participant, in connection with the transactions contemplated by (a) the Trust Agreements, (b) that certain Participation Agreement (BSDA 2001-C1) dated as of August 30, 2001 among The Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the “Agency”), the C1 Trust, Comerica, FSA Global Funding Limited, Premier International Funding Co. and Wells Fargo, (c) that certain Participation Agreement (BSDA 2001-C2) dated as of November 29, 2001 among the Agency, the

February __, 2020

Page 2

C2 Trust, Comerica, FSA Global Funding Limited, Premier International Funding Co. and Wells Fargo and (d) the operative documents to which Wells Fargo is a party.

Wells Fargo has notified the Agency of its intention to resign as trustee. The Agency has appointed BOKF, N.A. as successor Trustee under the Trust Agreements, effective ____, 2020.

Sincerely,

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

By: _____

Printed Name: Mark G. Vago

Title: Senior Vice President & Chief Financial Officer

BOKF, N.A. hereby accepts the appointment of successor Trustee under the Trust Agreements and represents that BOKF, N.A. meets the requirements of a successor Trustee under the terms of the Trust Agreements.

BOKF, N.A.

By: _____

Printed Name: Victor Zarrilli

Title: Senior Vice President

Acknowledged and agreed to this ____ day of ____, 2020.

WELLS FARGO BANK NORTHWEST, N.A.

By: _____

Printed Name: _____

Title: _____

COMERICA LEASING CORP.

By: _____
Printed Name: _____
Title: _____

**ASSURED GUARANTY CORP, as successor to
FSA Global Funding Limited**

By: _____
Printed Name: _____
Title: _____

Open Session Item

11. h.

**Bi-State Development Agency
Board of Commissioners
Open Session Agenda Item
February 21, 2020**

From: Taulby Roach, President and Chief Executive Officer
Subject: **Contract Modification – Extension of Contract with Arthur J. Gallagher**
Disposition: Approval
Presentation: Charles Stewart – Executive Vice President - Organizational Effectiveness
David Toben, Director of Benefits;
Gregory A. Smith, Vice President - Procurement, Materials Management

Objective:

To present to the Board of Commissioners, a request to approve a contract extension for 14-RFP-9861-DR – Health and Welfare Consulting Services.

Background:

On March 31, 2014, Bi-State Development (BSD) issued Solicitation 14-RFP-98761-DR, seeking qualified firms to provide the necessary services to assist with the strategic and tactical management of the Agency's self-funded and fully insured benefit programs. A Disadvantaged Business Enterprise (**DBE**) Goal was not recommended for this project; however, DBE firms were encouraged to participate as a primary firm or partner with another firm.

On May 9, 2014, a total of four (4) proposals were received in response to the solicitation. The four proposals were reviewed and evaluated in accordance with the evaluation requirements specified in the solicitation package. As a result of the procurement process, contract award was made to the highest ranking firm, Arthur J. Gallagher. The contract consists of three (3) base years and two (2) option years and currently the contract is in the final year and scheduled to expire March 30, 2020. The current not-to-exceed contract amount is \$800,934. Arthur J. Gallagher billing rates will remain the same during the contract extension timeframe being requested.

Analysis:

The BSD Benefits Department within the Organizational Effectiveness Division is initiating a strategic analysis focused on developing high value health care purchasing strategies. The objective is to craft a long term strategic plan that manages health care funding challenges, while continuing to provide innovative health plan benefits that can attract and retain productive employees. To do this, management recommends retaining its current health and welfare plan consultant through a short term contract extension, to assist with this effort.

Previous Committee Action:

This item was presented at the January 24, 2020, Combined Meeting of the Operations Committee and Audit, Finance & Administration Committee, and it has been recommended by the Committee for approval.

Board Action Requested:

The Committee recommends that the Board of Commissioners approve the request to authorize the President & CEO to issue a modification to extend the contract with Arthur J. Gallagher through December 31, 2020 to assist BSD with its employee benefit strategic analysis. The extension will cost **\$106,500**, and increases the not-to-exceed contract amount to **\$907,434**.

Funding Source:

Funding is provided through budgeted operating funds. The BSD Benefits Department has indicated that funds in the amount of \$106,500 to award the contract extension will be available.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
APPROVING A CONTRACT MODIFICATION WITH
ARTHUR J. GALLAGHER FOR EMPLOYEE BENEFIT
STRATEGIC ANALYSIS**

PREAMBLES:

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

Whereas, the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the “Compact”) to plan, construct, maintain, own and operate passenger transportation facilities, and to perform all other necessary and incidental functions, and to disburse funds for its lawful activities, to adopt rules and regulations for the proper operation of its passenger transportation facilities and conveyances, to contract and to be contracted with; and

Whereas, Board Policy Chapter 50, §50.010(G), requires Board approval for contract extensions in excess of 180 days; and

Whereas, in 2014, a contract was awarded to Arthur J. Gallagher (Solicitation 14-RFP-98761-DR) to provide the necessary services to assist with the strategic and tactical management of the Agency's self-funded and fully insured benefit programs; and

Whereas, the contract consists of three (3) base years and two (2) option years, and currently the contract is in the final year, which is scheduled to expire March 30, 2020, with a current not-to-exceed contract amount is \$800,934; and

Whereas, the BSD Benefits Department within the Organizational Effectiveness Division is initiating a strategic analysis focused on developing high value health care purchasing strategies, with the objective to craft a long term strategic plan that manages health care funding challenges, while continuing to provide innovative health plan benefits that can attract and retain productive employees; and

Whereas, management recommends retaining its current health and welfare plan consultant, through a short term contract extension, to assist with this effort; and

Whereas, it is feasible, necessary and in the public interest for the Agency to approve a Contract Modification to extend the current contract with Arthur J. Gallagher through December 31, 2020, to assist BSD with its employee benefit strategic analysis, at an additional cost of \$106,500, which increases the not-to-exceed contract amount to \$907,434, in accordance with the terms and conditions described herein.

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

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

Section 2. Approval of the Contract. The Board of Commissioners hereby approves a Contract Modification to extend the current contract with Arthur J. Gallagher through December 31, 2020, to assist BSD with its employee benefit strategic analysis, at an additional cost of \$106,500, which increases the not-to-exceed contract amount to \$907,434, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

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

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

Section 5. Rights Under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency and Arthur J. Gallagher.

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

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

Section 8. This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 21st day of February, 2020.

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

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

By _____
Title _____

[SEAL]

ATTEST:

By _____
Deputy Secretary to the Board of Commissioners

Open Session Item

12.

**Bi-State Development
Board of Commissioners
Open Session Agenda Item
February 21, 2020**

From: Jessica Mefford-Miller, Executive Director Metro Transit
Subject: **Contract Award – Microtransit Pilot Project**
Disposition: Approval
Presentation: Jessica Mefford-Miller, Executive Director Metro Transit; Jessica Gershman, Assistant Executive Director for Planning & System Development; Gregory Smith, Vice President, Procurement & Inventory Management; Larry Jackson, Executive Vice President of Administration

Objective:

To present to the Board of Commissioners for approval, a request to enter into a contract with Via Transportation, Inc. (River North Transit LLC) to operate a new microtransit service that complements Metro’s existing fixed route service in the St. Louis region. A 12-month pilot project is anticipated, with the total contract consisting of one base year and three option years for Bi-State Development (**BSD**) to renew at its discretion.

Background:

Metro Transit recently implemented a bus network and service redesign in the Missouri portion of its service area, which focused on increasing frequency to make fixed route service more attractive and productive. Within Metro’s constrained fiscal resources for service, this involved a tradeoff that resulted in less coverage in some residential neighborhoods and suburban areas, (a) to avoid deviating buses from the main streets where fixed route transit is most productive, and (b) to make bus routes more direct and intuitive for current and potential riders, while also making trips faster.

As part of this system redesign, Metro identified geographic areas that have proven more difficult to serve productively – both from the customer experience and BSD budgetary perspectives – with fixed route service options, and for which a different mobility model should be an improved fit. Metro is now striving to better match the mobility service to the market demand by exploring new transportation technologies in the St. Louis region.

A new form of public transportation that is being tested and operated across the country is referred to as “microtransit,” both because this service is often for shorter-length trips in defined zones, and it utilizes vehicles that are smaller than traditional fixed-route buses. Microtransit service hinges on a demand-responsive technology platform that allows for vehicles to be summoned on-call when/where the customer desires, but also benefits from dynamic routing to create shared rides and yield the efficiencies of public transit.

Based on costs, changing demographics, and increasing numbers of mobility/transportation options available, Metro sees microtransit service as a potential innovative solution for a variety of use cases, including:

- First-/last-mile trips to connect passengers to the core transit network, as well as to other nearby destinations such as employment centers, educational institutions, retail/recreational locations, or medical facilities;
- Service within low-density areas or areas with dispersed destinations not along a linear corridor;

- Late night/weekend, coverage timed to shifts or other special coverage.

Metro's Microtransit Pilot Project will start by testing this service in two specific geographic areas in St. Louis County. Metro views this pilot project as part of the Agency's commitment to innovation and exploration of new ways to improve mobility and efficiency, as well as in response to increasing demand from both funding partners and customers for improved service.

On January 3, 2020, BSD issued solicitation 20-RFP-106723-DR – Microtransit Pilot Project to obtain proposals from qualified firms to provide the necessary services for the Microtransit Pilot Project. The solicitation materials included a scope of work with service expectations, project goals, topics that Metro intends to gain knowledge on through the pilot phase, and metrics for measuring success. A Disadvantaged Business Enterprise (DBE) goal of 6% was recommended.

Analysis:

In response to the solicitation, three (3) technical proposals were received, reviewed and forwarded to the evaluation team, which consisted of individuals from Metro's Planning & System Development Division, specifically the Innovative Services and Research & Development Departments.

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

- Firm's Approach
- Firm's Overall Experience and Qualifications
- Experience and Qualifications of Firm's Staff
- Technical Competence
- Firm's Maintenance Plan and/or Examples of How Fleet is Typically Maintained

On February 14, 2020, a consensus meeting was conducted with the evaluation team. The table below indicates the combined consensus technical and cost scores.

Firm	Consensus Technical Score	Cost Score	Total Overall Score
Via Transportation (River North Transit LLC)	378.50	69.32	447.82
RideCo. Inc.	312.50	88.63	401.13
TransLoc Inc.	257.50	100	357.50

Of the scenarios offered by Via Transportation, the evaluation committee determined that the Scenario 1B was the most advantageous for the pilot project, with 10 vehicles in the initial fleet at a cost of \$1,419,372.00 for Base Year 1, and \$4,447,514.00 for the three option years collectively, for a total of contract cost of \$5,866,886.00.

Via Transportation (River North Transit, LLC) has committed to a DBE participation of 7.9%.

Committee Action Requested:

Management recommends that the Board of Commissioners approve a request to authorize the BSD President and CEO to enter into a contract with the highest ranking firm, Via Transportation; to provide the necessary services to provide the Microtransit Pilot Project, for one base year and three option years, in a not to exceed amount of **\$5,866,886.00**.

Funding Source:

Funding is accommodated within the Operating Budget; with a possibility of federal funds.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
AWARDING A CONTRACT TO VIA TRANSPORTATION, INC. (RIVER
NORTH TRANSIT LLC) FOR THE MIRCOTRANSIT PILOT PROJECT**

PREAMBLES:

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

Whereas, the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the “Compact”) to plan, construct, maintain, own and operate passenger transportation facilities, and to perform all other necessary and incidental functions, and to disburse funds for its lawful activities, to adopt rules and regulations for the proper operation of its passenger transportation facilities and conveyances, to contract and to be contracted with; and

Whereas, Board Policy Chapter 50.010.E(1)(a) requires Board approval of Competitive Negotiated Procurements exceeding \$500,000; and

Whereas, Metro Transit recently implemented a bus network and service redesign in the Missouri portion of its service area, which focused on increasing frequency to make fixed route service more attractive and productive; and

Whereas, as part of this system redesign, Metro identified geographic areas that have proven more difficult to serve productively – both from the customer experience and the BSD budgetary perspectives – with fixed route service options, and for which a different mobility model should be an improved fit; and

Whereas, Metro is now striving to better match the mobility service to the market demand, by exploring new transportation technologies in the St. Louis region; and

Whereas, a new form of public transportation that is being tested and operated across the country is referred to as “microtransit,” both because this service is often for shorter-length trips in defined zones, and it utilizes vehicles that are smaller than traditional fixed-route buses; and

Whereas, on January 3, 2020, BSD issued solicitation 20-RFP-106723-DR – Microtransit Pilot Project to obtain proposals from qualified firms to provide the necessary services for the Microtransit Pilot Project, which included a scope of work with service expectations, project goals, topics that Metro intends to gain knowledge on through the pilot phase, and metrics for measuring success; and

Whereas, in response to the solicitation, three (3) technical proposals were received, reviewed and forwarded to the evaluation team, which consisted of individuals from Metro’s Planning & System Development Division, specifically the Innovative Services and Research & Development Departments; and

Whereas, on February 14, 2020, a consensus meeting was conducted with the evaluation team, who determined that Via Transportation, Inc. (River North Transit LLC) was the most advantageous for the pilot project, with 10 vehicles in the initial fleet at a cost of \$1,419,372.00 for Base Year 1, and \$4,447,514.00 for the three option years collectively, for a total of contract cost of \$5,866,886.00; and

Whereas, it is feasible, necessary and in the public interest for the Agency to award a contract to Via Transportation Inc. (River North Transit LLC), to provide the necessary services for the Microtransit Pilot Project, for one base year and three option years, in a not to exceed amount of \$5,866,886.00, in accordance with the terms and conditions described herein.

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

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

Section 2. Approval of the Contract. The Board of Commissioners hereby approves the award of a contract to Via Transportation Inc. (River North Transit LLC),; to provide the necessary services for the Microtransit Pilot Project, for one base year and three option years, in a not to exceed amount of \$5,866,886.00, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

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

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

Section 5. Rights under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency and Via Transportation, Inc.

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

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

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

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

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 21st day of February, 2020.

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

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

By _____
Title _____

[SEAL]

ATTEST:

By _____
Deputy Secretary to the Board of Commissioners

Open Session Item

13

**Bi-State Development Agency
Board of Commissioners
Open Session Agenda Item
February 21, 2020**

From: Jessica Mefford-Miller, Executive Director - Metro Transit
Subject: **Contract Award – Construction of Charging Infrastructure for Battery Electric Buses**
Disposition: Approval
Presentation: Christopher Poehler, Asst. Exec. Director Engineering Systems
Gregory Smith, Vice President - Procurement & Inventory Management

Objective:

To present to the Board of Commissioners for approval, a request to approve a contract with New Flyer Infrastructure Solutions for Construction of Charging Infrastructure for Battery Electric Buses.

Background:

Bi-State Development / Metro is in the process of procuring an initial fleet of Battery Electric Buses (**BEBs**) to partially replace diesel buses currently in operation. This initial fleet will consist of fourteen (14) New Flyer sixty foot articulated BEBs and four (4) Gillig forty foot BEBs. Gradual implementation of this fleet is expected to start in Fall 2020 and continue into Spring 2021. To enable operation of this initial battery electric fleet, charging infrastructure is necessary at the Brentwood Bus Maintenance Facility and at Broadway-Taylor Transit Center. This charging infrastructure will consist of charging units themselves, new dedicated power supplies, and mounting structures to enable safe operation. The chargers at Brentwood will provide overnight charging capability and the chargers at Broadway-Taylor will enable on-route charging as necessary to maintain a sufficient state of charge to complete scheduled operations.

Metro worked with the Center for Transportation and the Environment (CTE) to fully understand the needed charging capacity and configuration, and to develop the scope of work to be issued in the solicitation package. The charging systems sought will be compatible with both the New Flyer and Gillig buses that are on order, and will have provisions to allow for expansion of the charging system to accommodate a growing fleet. On October 21, 2019, Metro issued solicitation 20-RFP-106534-DGR to obtain a qualified firm to provide the necessary services for Construction of Charging Infrastructure for Battery Electric Buses (E-Bus Infrastructure).

Analysis:

In response to solicitation 20-RFP-106534-DGR E-Bus Infrastructure, two (2) proposals were received from New Flyer Infrastructure Solutions and Trillium Transportation Fuels, LLC. The table below indicates the overall evaluation scores.

Firm	Technical Score (50 pts)	Cost Score (50 pts)	Total Score (100 pts)
New Flyer	40.3	47.7	88
Trillium	28.4	50	78.4

Review of these proposals and negotiations with the apparent highest scoring team have taken place. The proposal review committee has since further discussed the intended delivery of the

contract scope with New Flyer Infrastructure Solutions and is confident that New Flyer Infrastructure Solutions is best suited to deliver the project.

Previous Committee Action:

At the January 24, 2020, Combined Meeting of the Operations Committee and Audit, Finance & Administration Committee, it was recommended that the Board of Commissioners approve the contract with the preferred vendor resulting from solicitation 20-RFP-106534-DGR E-Bus Infrastructure.

Board Action Requested:

Management recommends that the Board of Commissioners approve this request to authorize the President and CEO to enter into a contract with New Flyer Infrastructure Solutions to provide the necessary services for the Construction of Charging Infrastructure for Battery Electric Buses (E-Bus Infrastructure), in an amount not to exceed \$8,720,000, which includes a 15% contingency.

Funding Source:

This project is supported by federal funds, which are section 5339, and matching local Prop M funds.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
AWARDING A CONTRACT TO NEW FLYER INFRASTRUCTURE
SOLUTIONS FOR CONSTRUCTION OF CHARGING INFRASTRUCTURE
FOR BATTERY ELECTRIC BUSES**

PREAMBLES:

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

Whereas, the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the “Compact”) to plan, construct, maintain, own and operate passenger transportation facilities, and to perform all other necessary and incidental functions, and to disburse funds for its lawful activities, to adopt rules and regulations for the proper operation of its passenger transportation facilities and conveyances, to contract and to be contracted with; and

Whereas, Board Policy Chapter 50.010.E(1)(a) requires Board approval of Competitive Negotiated Procurements exceeding \$500,000; and

Whereas, Bi-State Development / Metro is in the process of procuring an initial fleet of Battery Electric Buses (BEBs) to partially replace diesel buses currently in operation, and in order to enable operation of the battery electric fleet, charging infrastructure is necessary at the Brentwood Bus Maintenance Facility and at Broadway-Taylor Transit Center; and

Whereas, Metro worked with the Center for Transportation and the Environment (CTE) to fully understand the needed charging capacity and configuration, and to develop the scope of work to be issued in the solicitation package; and

Whereas, on October 21, 2019, Metro issued solicitation 20-RFP-106534-DGR to obtain a qualified firm to provide the necessary services for Construction of Charging Infrastructure for Battery Electric Buses (E-Bus Infrastructure); and

Whereas, in response to the solicitation, two (2) proposals were received and evaluated by a review committee, and negotiations with the apparent highest scoring team were held; and

Whereas, the review committee is confident that New Flyer Infrastructure Solutions is best suited to deliver the project; and

Whereas, it is feasible, necessary and in the public interest for the Agency to award a contract to New Flyer Infrastructure Solutions, to provide the necessary services for the Construction of Charging Infrastructure for Battery Electric Buses (E-Bus Infrastructure), in an amount not to exceed \$8,720,000, which includes a 15% contingency, in accordance with the terms and conditions described herein.

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

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

Section 2. **Approval of the Contract.** The Board of Commissioners hereby approves the award of a contract to New Flyer Infrastructure Solutions, to provide the necessary services for the Construction of Charging

Infrastructure for Battery Electric Buses (E-Bus Infrastructure), in an amount not to exceed \$8,720,000, which includes a 15% contingency, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

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

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

Section 5. Rights under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency and New Flyer Infrastructure Solutions.

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

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

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

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

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 21st day of February, 2020.

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

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

By _____
Title _____

[SEAL]

ATTEST:

By _____
Deputy Secretary to the Board of Commissioners

Open Session Item

14.

**Bi-State Development Agency
Open Session Agenda Item
Board of Commissioners
February 21, 2020**

From:	John Langa, Vice President, Economic Development
Subject:	Reimbursement Agreement between Bi-State Development and Great Rivers Greenway for a Pedestrian Crossing Gate Improvement
Disposition:	Approval
Presentation:	Jeff Braun, Director, Real Estate, John Langa, Vice President Economic Development

Objective:

To present to the Bi-State Development (**BSD**) Board of Commissioners for approval of staff to finalize, and BSD's President and CEO execute, the reimbursement agreement (**Agreement**) between BSD and Great Rivers Greenway (**GRG**), a public agency, for a Pedestrian Crossing Gate improvement along the BSD MetroLink alignment near the Wellston MetroLink station.

Background:

- This item was not previously presented to a BSD Board Committee as final draft of the Agreement was not available until the last week of January 2020. In lieu of this item "walking on" to this February BSD Board meeting, it could appear at the March and April BSD Committee and Board meetings, respectively.
- BSD and GRG have a long-standing, positive working relationship related to GRG providing greenways throughout the region, and in a number of cases, these greenways coinciding with or crossing BSD MetroLink alignments – all of which offer the community at large additional modes of transportation.
- Beginning in 2019, BSD and GRG began working on several elements along the St. Vincent Greenway trail which generally runs north and south at among other places, near BSD's Wellston MetroLink station. One of these elements involves a crossing of the MetroLink alignment, and in order to make this as safe as possible, all parties agreed on the installation of a Pedestrian Crossing Gate.
- BSD Real Estate, BSD Maintenance of Way (**MOW**) and Operations, and GRG, have designed a Pedestrian Crossing Gate for the MetroLink alignment near the Wellston MetroLink station. BSD MOW has come up with a price of \$17,000 to install the gate, an amount which GRG would reimburse BSD through the Agreement.
- Should the Pedestrian Crossing Gate be installed by BSD and reimbursed by GRG through the Agreement, the community would gain a tangible multi-modal improvement and BSD would continue its collaborative and positive working relationship with GRG.
- **Exhibit A** includes the draft Agreement and a map showing the project area.

Previous Committee Action:

This item has not been presented to a BSD Committee.

Board Action Requested:

Approval by the Bi-State Development (**BSD**) Board of Commissioners for BSD staff to finalize, and BSD's President and CEO execute, the reimbursement agreement (**Agreement**) between BSD and Great Rivers Greenway (**GRG**), a public agency, for a Pedestrian Crossing Gate improvement along the BSD MetroLink alignment near the Wellston MetroLink station.

Attachments:

Exhibit A: Draft Agreement and Map

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
APPROVING THE REIMBURSEMENT AGREEMENT WITH GREAT RIVERS
GREENWAY FOR A PEDESTRIAN CROSSING GATE**

PREAMBLES:

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

Whereas, the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the “Compact”) to plan, construct, maintain, own and operate passenger transportation facilities, and to perform all other necessary and incidental functions, and to disburse funds for its lawful activities, to adopt rules and regulations for the proper operation of its passenger transportation facilities and conveyances, to contract and to be contracted with; and

Whereas, Missouri Revised Statutes, Section 70.220 and Section 70.230, require agreements between municipalities or other units of government be approved by the Governing Board of such entity; and

Whereas, Bi-State Development (BSD) and Great Rivers Greenway (GRG) have a long-standing, positive working relationship related to GRG providing greenways throughout the region, and in a number of cases, these greenways coinciding with or crossing BSD MetroLink alignments – all of which offer the community at large additional modes of transportation; and

Whereas, beginning in 2019, BSD and GRG began working on several elements along the St. Vincent Greenway trail which generally runs north and south at among other places, near BSD’s Wellston MetroLink station. One of these elements involves a crossing of the MetroLink alignment, and in order to makes this as safe as possible, all parties agreed on the installation of a Pedestrian Crossing Gate; and

Whereas, BSD Real Estate, BSD Maintenance of Way (MOW) and Operations, and GRG, have designed a Pedestrian Crossing Gate for the MetroLink alignment near the Wellston MetroLink station, with a price of \$17,000 to install the gate, which GRG would reimburse BSD through the Agreement; and

Whereas, the proposed Pedestrian Crossing Gate would provide the community with a tangible multi-modal improvement, and BSD would continue its collaborative and positive working relationship with GRG; and

Whereas, it is feasible, necessary and in the public interest for the Agency to approve and authorize BSD staff to finalize, and BSD’s President and CEO to execute, the Reimbursement Agreement (Agreement) between BSD and Great Rivers Greenway (GRG), for a Pedestrian Crossing Gate improvement along the BSD MetroLink alignment near the Wellston MetroLink station, in accordance with the terms and conditions described herein.

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

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

Section 2. Approval of the Agreement. The Board of Commissioners hereby approves and authorizes BSD staff to finalize, and BSD’s President and CEO to execute, the Reimbursement Agreement (Agreement) between BSD and Great Rivers Greenway (GRG), for a Pedestrian Crossing Gate improvement along the BSD MetroLink alignment near the Wellston MetroLink station, under and pursuant to this Resolution and the

Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

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

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

Section 5. Rights under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency and Great Rivers Greenway (GRG).

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

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

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

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

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 21st day of February, 2020.

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

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

By _____
Title _____

[SEAL]

ATTEST:

By _____
Deputy Secretary to the Board of Commissioners

Open Session Item 14.

Exhibit A

EXHIBIT A

REIMBURSEMENT AGREEMENT

This REIMBURSEMENT AGREEMENT (the “**Agreement**”) is entered into on the ____ day of _____, 2019 (the “**Effective Date**”), by and between the Metropolitan Park and Recreation District d/b/a The Great Rivers Greenway District, a political subdivision of the State of Missouri (“**GRG**”), and Bi-State Development Agency of Missouri-Illinois Metropolitan District d/b/a Metro (“**Metro**”) (collectively referred to herein as the “**parties**”).

WHEREAS, GRG is engaged in developing and constructing a series of greenways in the City of St. Louis, Missouri, St. Louis County, and St. Charles County; and

WHEREAS, Sections 70.210 and 70.320, RSMo., as amended, authorize municipalities and political subdivisions to contract and cooperate with other municipalities and political subdivisions for the planning, development, or construction of any public improvement; and

WHEREAS, Section 67.1742(2), RSMo., provides that a metropolitan park and recreation district shall have the power to “Contract with public and private entities or individuals both within and without the state ... in furtherance of any of the purposes of the district”; and

WHEREAS, under Section 67.1706, RSMo., GRG “shall have as its duty the development, operation and maintenance of a public system of interconnecting trails and parks throughout the counties comprising the district;” and

WHEREAS, GRG and Metro desire to cooperate, plan, develop and construct improvements at the Wellston MetroLink Station located on the St. Vincent Greenway (the “**Project**”); and

WHEREAS, GRG finds and determines that the construction, completion and installation of the Project will promote the purposes set forth in Section 67.1706, RSMo.; and

WHEREAS, subject to the terms of this Agreement, GRG has agreed to contribute an amount not to exceed Seventeen Thousand Dollars (\$17,000) (the “**GRG Contribution**”) towards the purchase and assembly of a pedestrian gate in connection with the Project (the “**Project Improvement**”); and

WHEREAS, GRG and Metro understand and agree that in no event and under no circumstances shall GRG be required to contribute more than the GRG Contribution towards the Project Improvement; and

WHEREAS, GRG and Metro desire to enter into this Agreement to set forth the terms upon which GRG will contribute funds towards the Project Improvement.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. General Terms.

a. All of the foregoing Recitals are incorporated into and made a part of this Agreement.

b. This term of this Agreement begins on the Effective Date and ends twelve (12) months from the Effective Date (the “**Expiration Date**”).

c. Subject to the terms of this Agreement, GRG hereby agrees to reimburse and pay to Metro the amount of actual costs incurred or paid by or on behalf of Metro for the Project Improvement, provided that all costs and expenses incurred or paid by or on behalf of Metro for which the Metro seeks payment from GRG must be directly applicable to the Project Improvement (the “**Reimbursable Costs**”).

d. Metro agrees that it will cause the Project Improvement to be installed and constructed. Nothing in this Agreement shall be construed or interpreted to impose on GRG any obligation to contribute funds in excess of the GRG Contribution to Metro. Metro expressly acknowledges and agrees that Metro shall be solely responsible for any and all Project Improvement costs in excess of the GRG Contribution

e. GRG shall make payments to Metro as required by this Agreement as set forth below:

Metro shall present written invoices, pay requests or other reasonable written supporting materials to GRG of all costs incurred or paid by Metro at the address set forth in the Notice section below. The request shall include a certification that costs submitted: (1) have not previously been submitted to GRG, (2) have actually been incurred or paid by or on behalf of Metro, and (3) are related to the Project Improvement and are otherwise eligible for payment as described herein.

Upon receipt of the certification and accompanying invoices and/or other supporting materials, GRG shall review the certification and materials and determine within thirty (30) days of receipt of said certification if the submitted costs are eligible Reimbursable Costs of the Project Improvement. If GRG determines that any costs identified as Reimbursable Costs by Metro are not Reimbursable Costs as contemplated hereunder, GRG shall notify Metro in writing within five (5) days after reviewing the certification and invoice, identifying the ineligible costs and the basis for determining the costs to be ineligible, whereupon Metro shall have the right to provide additional or supplemental information regarding the submitted Reimbursable Costs along with a supplemental certificate for payment. If GRG fails to approve or disapprove of any submitted certificate for payment within thirty (30) days after receipt thereof, the certificate for payment shall be deemed approved; provided, however, in no event shall Metro submit a request for payment to GRG more frequently than once per thirty (30) day period. Once the Reimbursable Costs have been approved by GRG, GRG shall pay Metro within forty-five (45) days after such costs have been approved.

Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by the parties that under no circumstances, and in no event, shall

GRG be required to contribute more than the GRG Contribution towards the completion of the Project Improvement. Metro shall be responsible for all costs paid or incurred in connection with the Project Improvement in excess of the GRG Contribution.

SECTION 2. Termination. Except for the provisions contained in Section 3 herein, this Agreement shall terminate upon the earlier of: (i) payment by GRG to Metro all Reimbursable Costs, (ii) the GRG Contribution amount, or (iii) the Expiration Date (the “**Termination Date**”). Metro shall retain all original invoices for all Reimbursable Costs incurred by Metro until the Termination Date. Metro shall provide GRG copies of all invoices for the Project Improvement incurred by Metro until the Termination Date. After termination of this Agreement, unless prohibited by law or protected by attorney-client privilege or as attorney-work product, each party shall, upon written request, return to the requesting party or its designee all data, records, equipment and documents belonging to the requesting party.

SECTION 3. Breach of Agreement; Default. Either party’s failure to perform any duties, or obligations that such party is required to perform under this Agreement is a breach of this Agreement. Upon learning of a breach of this Agreement, the non-breaching party shall notify the breaching party, in writing, of such breach. In the event a breach of this Agreement is not remedied within thirty (30) calendar days after delivery of written notice of such breach to the breaching party, the non-breaching party will be in default. If a party is in default under this Agreement, the non-breaching party may terminate this Agreement by written notice to the breaching party, such termination to be effective upon the date of the breaching party’s receipt of such notice, and may pursue any and all remedies, at law or in equity, against the breaching party for such default.

SECTION 4. Miscellaneous.

a. **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:

(i) To GRG:
Great Rivers Greenway
6178 Delmar Blvd.
St. Louis, Missouri 63112
Attn: Chief Executive Officer

With a copy to:
Husch Blackwell LLP
190 Carondelet Plaza, Suite 600
Clayton, Missouri 63105
Attn: David Richardson

(ii) To Metro:

With a copy to:

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

c. Authorization. Metro and GRG by their signature hereto each represent to the other that they have the full right, power and authority to enter into this Agreement and to fully perform their obligations hereunder. Each person executing this Agreement warrants and represents that each has the authority to execute this Agreement in the capacity stated and to bind the respective party, except as otherwise specifically set forth herein.

d. Choice of Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri, excluding that State's choice-of-law principles, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of Missouri, excluding that State's choice-of-law principles. Any action arising out of, or concerning, this Agreement shall be brought only in the Circuit Court of St. Louis County, Missouri. All parties to this Agreement consent to the jurisdiction and venue of that court.

e. Severability. The provisions of this Agreement shall be deemed severable. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions of this Agreement shall remain valid unless the court finds that the valid provisions are so essentially and inseparably connected with and so dependent upon the invalid provision that it cannot be presumed that the parties hereto would have agreed to the valid provisions of this Agreement, or unless the court finds the valid provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties.

f. Assignment. This Agreement shall not be assignable by either party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld.

g. Compliance with Laws. Metro, at its sole cost and expense, shall comply with all laws, rules, statutes, orders, ordinances, regulations and requirements of federal, state, county, and municipal authorities in construction and completing the Project Improvement, including, but not limited to, obtaining all permits, governmental approvals, and the like required for the Project Improvement.

h. No Agency Relationship. Nothing in this Agreement shall be construed to create an agency relationship between Metro and GRG. Metro has no active, implied, or apparent authority, rights, duties, or powers to act for or on behalf of GRG or otherwise bind or commit them to any third party.

i. Indemnification. Metro agrees to defend, indemnify and hold harmless GRG and its officers, agents and employees to the fullest extent of the law from and against any and all claims, actions, damages, liability and expense, including attorneys' and other professional fees, and the expenses of such parties, arising out of the negligence, willful misconduct or breach of this Agreement by Metro, its officers, agents, employees, and representatives in connection with this Agreement or the Project Improvement.

j. Integration and Modification. This Agreement supersedes any prior agreement, oral or written, and contains the entire agreement between the parties on the subject matter hereof. This Agreement is intended to be a final expression of the Agreement of the parties and is an integrated agreement. There are no contemporaneous separate written or oral agreements between the parties in any way related to the subject matter of this Agreement. This Agreement may be changed, altered, modified or amended upon mutual agreement of the parties hereto. No such change, alteration, modification or amendment shall be valid unless presented in writing and duly executed by both parties.

k. Headings. The headings of the various sections and subsections of this Agreement have been inserted for convenient reference only, and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

l. Waiver. The failure of one party to require performance of any provision of this Agreement shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

m. Amendment. This Agreement may be amended only by written instrument signed by both GRG and the Metro.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date last written below.

METROPOLITAN PARK AND
RECREATION DISTRICT D/B/A THE
GREAT RIVERS GREENWAY DISTRICT

BI-STATE DEVELOPMENT AGENCY OF
MISSOURI-ILLINOIS METROPOLITAN
DISTRICT D/B/A METRO

By: _____
Susan Trautman, Chief Executive Officer

By: _____
Name: _____
Its: _____

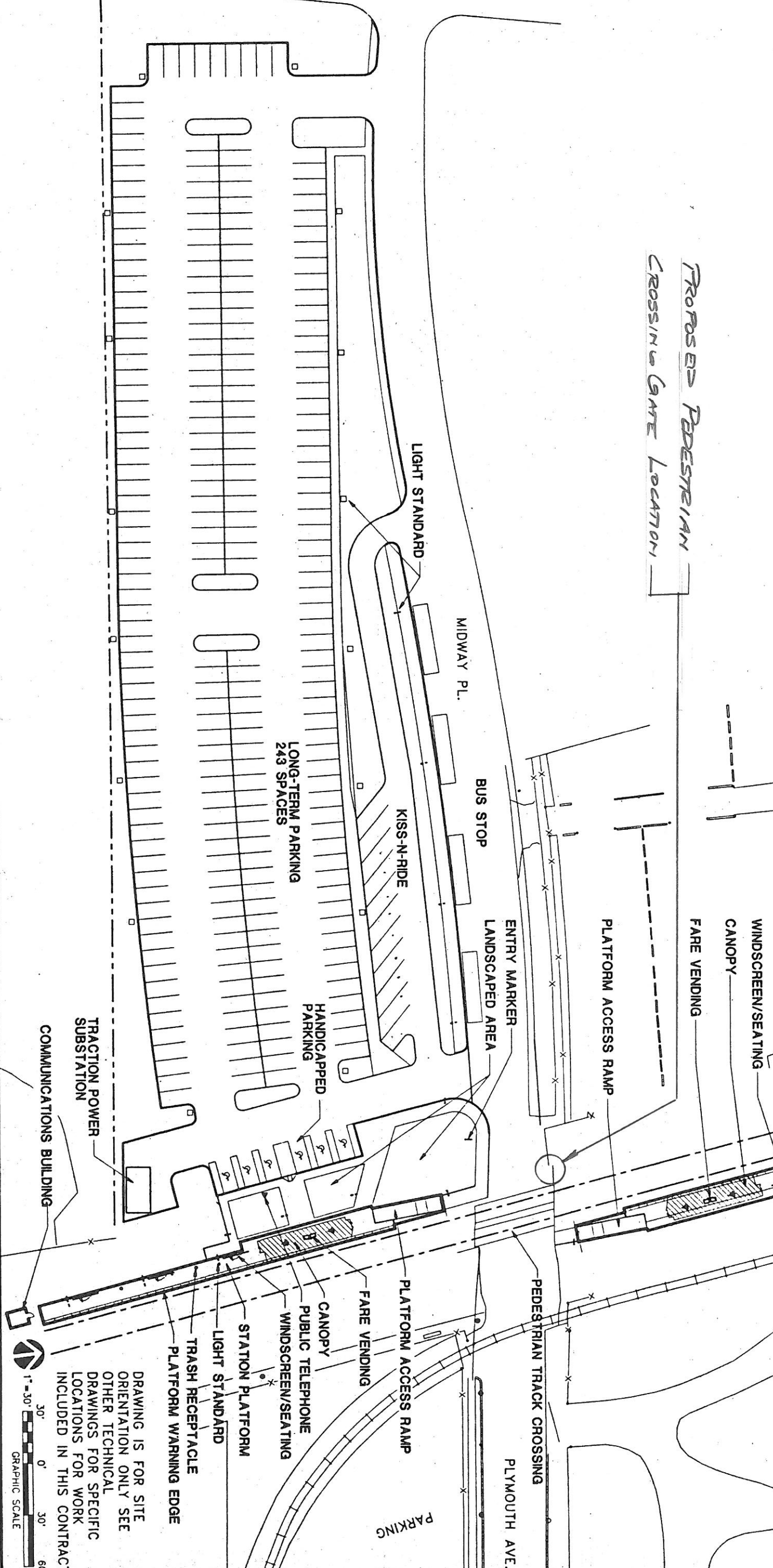
Approved as to form:

Husch Blackwell LLP

PROJECT AREA



PROPOSED PEDESTRIAN
CROSSING GATE LOCATION



DESIGNED/MR/PW
DRAWN: ET/MP/JJ
CHECKED: TY
APP. BY: RES



I, the undersigned, hereby certify that the documents indicated by my seal are limited to this sheet, and I hereby disclaim any responsibility for all other documents or instruments relating to or intended to be used for any part of the architectural or engineering project.

KENNEDY
KENNEDY ASSOCIATES/ARCHITECTS
100 North Broadway Suite 2100
St. Louis, MO 63102
314-241-8100 FAX 314-241-0125
CLAYBOUR ARCHITECTS
TOD WILLIAMS BUILDING TRIST & ASSOC
AUSTIN TAO & ASSOC INC.
THE CHRISTNER PARTNERSHIP INC.



Bi-State Development Agency
APPROVED: [Signature]
DATE: 7/1/91

PAGE WELLSTON
SITE ORIENTATION
CFL 1/29/20

CONTRACT NO. 08-CL1201
DRAWING NO. K08A0NS1
SCALE: 1" = 30'-0"
SHEET NO.

MEMORANDUM

TO: Bi-State Development Board of Commissioners
FROM: Barbara Enneking, General Counsel
RE: BSD Public Comment Policy
DATE: February 21, 2020

As requested, a review of the Agency's current Public Comment Policy and examples of policies of other Missouri and Illinois public entities.

The Missouri Sunshine Law does not require public comment at public entity meetings, just that the meetings be public. Mo. Rev. Stat. § 610.015. Conversely, the Illinois Open Meetings Act does require public bodies to provide an opportunity for members of the public to address public officials at public meetings, subject to the "rules established and recorded by the public body." 5 Ill. Comp. Stat. 120/2.06(g).

The legality of restrictions on speech during public comment sessions at public meetings is a complicated area of First Amendment law that depends on the facts at issue. In general, the nature of the forum determines the level of scrutiny to decide whether the restriction passes constitutional muster. Bowman v. White, 444 F.3d 967, 974 (8th Cir. 2006). The characterization of any particular forum will depend on the facts of each case, and the standard by which courts have measured the restrictions for "limited" or "designated" public fora has varied somewhat over the years.

The Eighth Circuit and Missouri district courts have held that the public comment portion of a public meeting is a variation of a "limited" public forum for which the public entity may impose restrictions that are reasonable and viewpoint-neutral. Victory Through Jesus Sports Ministry Foundation v. Lee's Summit R-7 School District, 640 F.3d 329, 335 (8th Cir. 2011).

Illinois courts hold that the public comment portion of a public meeting is a "designated" public forum, which requires restrictions to satisfy a more stringent standard of review. I.A. Rana Enterprises, Inc. v. City of Aurora, 630 F. Supp. 2d 912, 922 (N.D. Ill. 2009). In addition to requiring that restrictions on speech during the public comment portion of a public meeting be reasonable as to time, place and manner the restrictions must also be viewpoint-neutral. Illinois courts also require the restrictions to be content-neutral, serve a significant government interest, and leave open ample alternative channels of communication. Ill. Att'y Gen Pub. Acc. Op. No. 19-002 (Jan. 9, 2019); I.A. Rana, 630 F. Supp. 2d at 922. Further, Illinois courts require that any content-based restrictions serve a compelling state interest and be narrowly drawn to achieve that purpose; however, they also clarify that public bodies do not violate the First Amendment when limiting public participants to speaking only about subjects on the agenda. See I.A. Rana, 630 F. Supp. 2d at 924.

In sum, the Agency is permitted to impose reasonable time, place, and manner restrictions that are viewpoint and content-neutral, serve a significant government interest, and leave open ample alternative channels of communication. Any content-based restrictions must serve a compelling government interest and be narrowly drawn to achieve that purpose; however, the Agency may restrict speakers to comment only about subjects on the meeting agenda or related to the Agency's business.

I. The Agency Policy

Section 10.060(F) of the Agency's Board Policies provides as follows:

1. Meetings of the Board and Committees shall provide for public comment in the following instances:
 - a. In connection with matters related to capital grant applications, fare increases and service changes, and changes to the paratransit plan as required by provision of applicable law
 - b. On motion adopted by the Board permitting public comment on a specified topic or topics
 - c. At the written request of a member of the public specifying the topic or topics to be addressed during such public comment and provided to the Agency's public information officer at least 48 hours prior to the Board or Committee meeting at which such public comment is requested. No public comment shall be allowed by parties or their legal counsel in connection with any matter involving a pending bid protest, litigation, or legal matter.
2. All public comments shall be made pursuant to the following rules:
 - a. All individuals shall state their name, address and topic for comment
 - b. All individuals shall address the Chair and shall not proceed with public comment until recognized by the Chair
 - c. No disrespectful language may be used or comments with respect to personalities shall be made
 - d. An individual called to order by the Chair shall immediately desist from speaking until permitted to continue by the Chair
 - e. Public comment by an individual shall be limited to five minutes unless permission to continue is given by motion adopted by the Board.

While many elements of the Agency's current Public Comment Policy are in compliance with the laws as interpreted by both Illinois and Missouri courts, the Agency may consider making some changes, as reflected in the attached redlined version.

The Illinois Attorney General has specifically concluded that when members of the public are required to submit a written public comment request prior to a meeting, such a requirement violates the Open Meetings Act unless members of the public have an opportunity to review the agenda prior to the deadline for submitting a public comment request. See Ill. Att'y Gen Pub. Acc. Op. No. 14-012 (Sept. 30, 2014), at 6. The Agency's Policy requires meeting agendas to be posted at

least 48 hours prior to the meeting, so requiring members of the public to submit public comment requests at least 48 hours prior to the meeting does not guarantee an opportunity to review the meeting agenda prior to submitting a request. As a result, it has been suggested to revise the Agency policy deadline for submitting public comment requests so that it is closer to the meeting date.

Content-neutral means that a restriction focuses on the manner in which an individual says something, rather than what the individual says. See Vega v. Chicago Bd. of Educ., 338 F.Supp.3d 806, 811 (N.D. Ill. 2018). Further, criticism of public officials “lies at the very core of speech protected by the First Amendment.” Palmore v. City of Pacific, 851 F. Supp. 2d 1162 (E.D. Mo. 2010) (quoting Naucke v. City of Park Hills, et al., 284 F.3d 923, 927 (8th Cir. 2002)). Requiring speakers to direct comments to the Board as a whole, rather than making personal comments to individual Commissioners and prohibiting the use of profanity, obscenity, or threatening language, regulates the manner in which the individual speaks to the Board, rather than the content of the speaker’s message. As such, the restriction in Section 2(c) may be revised to require the speakers to address the Board as a whole, rather than individual Commissioners, and replace the prohibition against disrespectful language with a more specific prohibition of the use of profane, obscene, disruptive, or abusive language.

In addition the language of Section 1(c) is a content-based restriction that must be narrowly tailored to achieve a compelling government interest. It is reasonable that prohibiting comments at public meetings related to pending bid protests, litigation, or legal matters involving the Agency is narrowly tailored to achieving the Agency’s compelling government interest in effectively resolving disputes because it only relates to pending matters. Both the Missouri Sunshine Law and the Illinois Freedom of Information Act contain exemptions permitting public entities to hold discussions on pending legal matters in closed meetings, thereby acknowledging that public discussion of legal matters while such matters are still pending may impede the government’s ability to effectively resolve disputes. However, it is reasonable that members of the public who are parties to legal matters with the Agency may still make public comments on other topics. Therefore clarifying the content-based restriction in Section 1(c) to prohibit speakers from “addressing issues related to pending bid protests, litigation, or legal matters to which the Agency, its Commissioners, officers, directors, employees, or agents are a party” would be sensible.

II. Other Missouri and Illinois Policies

Below is a compilation of policies from a variety of other Missouri and Illinois public entities that contain restrictions limiting public comment at board meetings that are similar to the Agency’s current policy:

- Chicago Transit Authority requires speakers to submit a written request form no later than 24 hours prior to the meeting; limits comments to topics within the purview of the Board; prohibits comments during meetings regarding pending bids, explicit political endorsements, personal attacks, obscenity, and disruptive comments. See Public Comment Process, CTA (last visited Feb. 4, 2020), [CTA Public Comment Process](#).

- Kansas City Area Transportation Authority requires speakers to sign-in prior to the meeting, but permits members of the public to speak on KCATA matters regardless of whether they appear on the agenda. See January 2020 Meeting Agenda, KCATA (last visited Feb. 4, 2020), [Public Comment](#).
- City of Wentzville, Missouri requires speakers to submit a speaker card identifying the subject they wish to speak on in advance of the start of the meeting. The City permits speakers to address the board concerning any matter of the City's business or any matter over which the board has control but requires speakers to address the board as a body rather than individual members. See City Code, § 115.210, [Addressing the Board](#) (This is typical of most Missouri public entities.)
- City of Collinsville, Illinois does not require speakers to sign-in or submit written comments requests and permits comments related to any matter under the authority of the City. The City permits speakers to address the City Council collectively or members individually but does require individuals to speak to issues, rather than personal attacks. The City also prohibits remarks related to pending litigation to which the City is a party. See January 2020 Meeting Agenda, City of Collinsville [Addressing the Council During Speakers from the Floor](#) (citing City Ordinance No. 4765).
- City of Edwardsville, Illinois limits public comments to city business and requires speakers to sign in prior to the start of the meeting and identify the topic for discussion. The City also prohibits personal attacks or grievances, comments supporting or opposing a candidate for elective office, and offensive use of abusive, obscene, profane, slanderous, or threatening language or gestures. See City Code, § 2-70(f), [Rules for Public Participation](#).

Section 10.060 Board and Committee Meetings (revised 09/23/16)

A. Compact and Bylaws to Control. The conduct of regular and special meetings of the Board of Commissioners and Committees thereof established pursuant to this Chapter 10 of the Collected Board Policies, including the provision of notice, place where such meetings are held, and applicable attendance and quorum requirements shall be done pursuant to and in accordance with the Board Bylaws and the Compact. The provisions of this section shall supplement such matters.

B. Agendas. The President & CEO shall prepare the agenda for Board and Committee meetings in accordance with the provisions of the Compact and Board Policy. He or she shall place such matters upon the agenda as may be requested by the Chair of the Board and such Committee or any Board Commissioner. Requests by a Committee or a Commissioner for the preparation of a report, policy or report for a Board Agenda, which in the opinion of the President & CEO will require the expenditure of significant staff time or funds, may not be acted upon by the President & CEO until approved by the Board.

C. Consent Agenda Procedure. The President & CEO may, at his discretion, place any item of business on the consent agenda, provided the item of business does not involve any advertised public hearing, does not require a super majority vote, and as to which no request has been made by a Commissioner to discuss the matter. The consent agenda shall be prepared by the President & CEO. An item of business placed on the consent agenda may be removed from such agenda at any time prior to the finalization of the consent agenda as set forth herein. An item of business shall be automatically removed from the consent agenda if a request is made by a Commissioner that they wish to speak or have discussion on the matter. An item included on the consent agenda shall not be debated or discussed by a Commissioner unless the Commissioner has requested an opportunity to speak on the matter prior to the finalization of the consent agenda. Items of business contained on the consent agenda shall be voted upon by the Board considering the consent agenda in its entirety and shall not be taken up for consideration as separate matters, except that nothing contained herein shall be construed to prohibit a Commissioner from voting individually on each separate item shown on the consent agenda.

A vote by a Commissioner for adoption of the consent agenda shall mean that the Commissioner has requested that his or her vote be recorded as an "aye" vote for each separate item on the consent agenda and shall be recorded as such. A vote against adoption of the consent agenda shall be recorded as a "nay" vote on each item placed on the consent agenda and shall be recorded as such. Provided, however, a Commissioner, when casting an "aye" or "nay" vote, may specifically exclude from such vote for approval or disapproval of the consent agenda specific items on the agenda, and in such event the minutes shall record the exceptions accordingly. Consent agendas following this procedure may also be used for closed (executive) session agendas.

D. Order of Business.

1. Call to Order
2. Roll Call

3. Public Comment (requested pursuant to Board Policy)
4. Approval of Minutes
5. Report of Treasurer
6. Report of Chair
7. Report of President & CEO
8. Committee Reports
9. Approval and Adjustment of Agenda - Commissioners to indicate matters for deletion from Consent Agenda on which discussion is requested
10. Consent Agenda Items – which shall include all items recommended for Board action by a Board Committee except matters requiring a public hearing, matters which discussion is requested by a Commissioner, matters requiring a super majority vote, or matters on which a presentation is deemed desirable by the President & CEO
11. Committee Action Items
12. Unscheduled Business
13. Call of the Dates for Future Board and Committee Meetings
14. Adjournment

E. Conduct of Meetings; Rules of Order.

1. Rules of Order. The Chair will conduct Board meetings under informal Roberts Rules of Order. Issues may be discussed by the Board as a committee of the whole. In order to ensure order, the Chair (or a majority motion) may, for an individual meeting, require strict adherence to Roberts Rules of Order, current U.S. edition.
2. Conduct of Meetings. Persons authorized to speak at the Board meetings are the Commissioners and the President & CEO. Other Agency staff or agents may be called upon to participate in meetings at the sole discretion of the Board. Persons wishing to address the Commissioners may do so only pursuant to the Agency's public comment policy as set forth herein, provided that the matter is appropriate, is delivered in an orderly and brief manner, and does not interfere with the Board's timely conduct of business as determined by the Chair.

F. Public Comment.

1. Meetings of the Board and Committees shall provide for public comment in the following instances:

- a. In connection with matters related to capital grant applications, fare increases and service changes, and changes to the paratransit plan as required by provision of applicable law
- b. On motion adopted by the Board permitting public comment on a specified topic or topics
- c. At the written request of a member of the public specifying the topic or topics to be addressed during such public comment and provided to the Agency's public information officer at least ~~48~~²⁴ hours prior to the start of the public comment agenda item at the Board or Committee meeting at which such public comment is requested. When it is necessary to hold a meeting on less than 48 hour notice public comment will be allowed as determined by the Chair. No public comment shall be allowed ~~by parties or their legal counsel in connection with addressing any matter involving a~~ pending bid protest, litigation, or legal matter to which the Agency, its Commissioners, officers, directors, employees, or agents are a party.

2. All public comments shall be made pursuant to the following rules:

- a. All individuals shall state their name, address and topic for comment
- b. All individuals shall address the Chair and shall not proceed with public comment until recognized by the Chair
- c. All remarks shall be directed to the Board as a collective body and not to any individual member thereof.
- d. Use of threatening, obscene, profane, disruptive, or abusive language is prohibited. No disrespectful language may be used or comments with respect to personalities shall be made
- de. An individual called to order by the Chair shall immediately desist from speaking until permitted to continue by the Chair
- ef. Public comment by an individual shall be limited to five minutes unless permission to continue is given by motion adopted by the Board.

Open Session Item

16.

VISION

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


Jessica Mefford-Miller
Executive Director, Metro Transit

METRO TRANSIT OPERATIONS QUARTERLY UPDATE

January 2020

*BSD Board of
Commissioners
Operations Committee*

PERFORMANCE

Metro Transit Operations At-A-Glance



FY20 2 nd Quarter Performance Measures	MetroBus Fixed Route + Special Services	FY20 vs. FY19	MetroLink	FY20 vs. FY19	Call-A-Ride	FY20 vs. FY19
System Ridership	5,567,400	(-3.6%)	3,103,900	(-0.5%)	115,100	(-12%)
Missouri	4,962,800	(-4.0%)	2,526,200	(-0.4%)	115,100	(-12%)
Illinois	604,600	0.1%	592,100	(-0.6%)	-	-
Revenue Miles	4,509,882	(-3.0%)	779,619	2.4%	1,227,900	(-5.3%)
Revenue Hours	331,060	(-4.5%)	33,220	2.2%	67,100	(-6.7%)
On-Time Performance	90.0%	(-3.4%)	98.5%	0.3%	94.6%*	1.93%
Farebox Recovery	14.2%	0%	18.9%	(-0.1%)	6%	(-5.6%)
Financials	FY20 YTD Actual		FY20 YTD Budget		Variance	
Expenses (Transit)	\$110,391,762		\$119,878,751		\$9,486,989 / 7.90%	
Passenger Revenue	\$19,734,463		\$19,863,024		(\$128,861) / (0.6%)	

* July 2019 – December 2019 aggregation

RIDERSHIP TRENDS

Fiscal Year Outlook

FY17, FY18,
FY19 & FY20



vs.

Peak FY14

Ridership Levels



Metro implemented Metro Reimagined on September 30th with significant changes to the MetroBus service network. Metro is monitoring the impact to ridership. For the next few months, some instability is expected with a change of this magnitude.



At (-2.6%), year-over-year quarterly system decline is slowing. Call-A-Ride van operator availability is still a challenge. As recruitment efforts increase, this in conjunction with the increase in frequency on core-productive MetroBus Metro Reimagined routes and an optimistic season for both the Blues and the Cardinals teams, should continue to stabilize ridership heading into the latter half of fiscal year 2020.

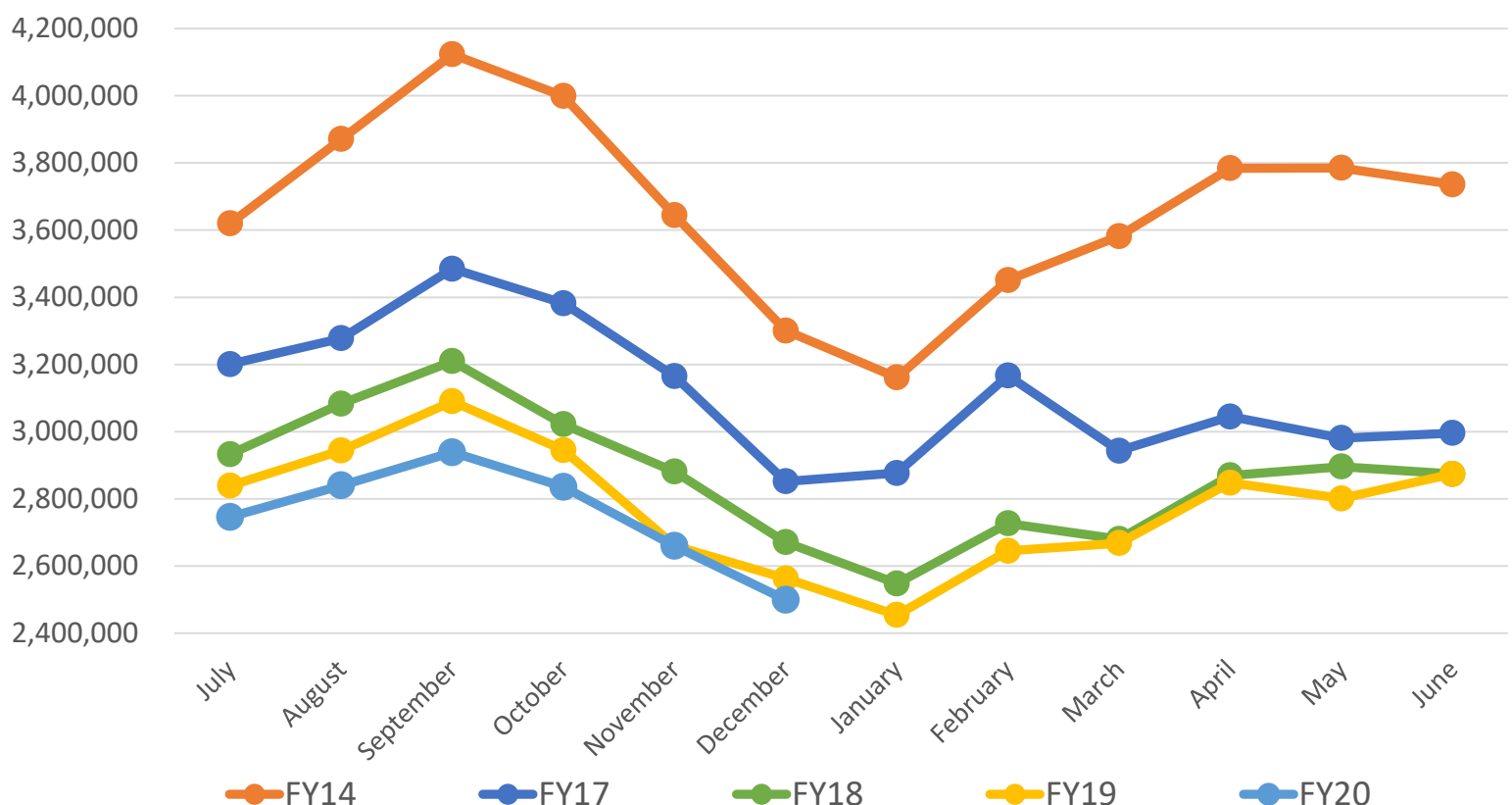


At (-3.0%), YTD FY20 ridership is down by just over half a million passenger boardings. This downward trend has slowed in recent fiscal years. Nevertheless, Metro needs huge gains to meet peak ridership levels; YTD ridership is down by nearly 6.5 million trips or (-26%) compared to the same 6-month run of months in FY14.



To date, 5-month (July 2019-November 2019) FY20 fixed-route passenger revenues adheres to projected revenues at (-0.8%). Year-over-year passenger revenue figures have dropped by (-6.9%) largely due to loss of the TMA contract and SCCTD Redbird Service & other SCCTD special service revenues.

STANDARDIZED FIXED-ROUTE RIDERSHIP (TOTAL SYSTEM)



CUSTOMER FEEDBACK

Commendations & Complaints

2nd Quarter
OCT - DEC
FY 2020



Operating Division	Performance Measure	FY20	FY19	FY20 vs. FY19
COMMENDATIONS				
	System Total	329	593	-44.5%
	MetroBus Total	41	183	-77.6%
	MetroLink Total	12	18	-33.3%
	Call-A-Ride Total	217	295	-26.4%
	Service Planning & Scheduling Total	8	6	33.3%
	Public Safety & Security Total	5	8	-37.5%
COMPLAINTS				
	Valid Complaint Types			
MetroBus	MetroBus Total	842	849	-0.8%
	Operator-Driving Performance	466	487	-4.3%
	Operator-Customer Interaction	252	204	23.5%
MetroLink	MetroLink Total	48	70	-31.4%
	Operator-Driving Performance	26	26	0.0%
	Operator-Customer Interaction	10	12	-16.7%
Call-A-Ride	Call-A-Ride Total	70	72	-2.8%
	Operator-Driving Performance	25	38	-34.2%
	Operator-Customer Interaction	11	22	-50.0%
Other	Vehicle Maintenance & Equipment Total	5	3	66.7%
	Service Planning & Scheduling Total	597	82	628.0%
	Public Safety & Security Total	91	119	-23.5%

➡ Commendations for the system are down this quarter largely driven by significant changes to MetroBus service.

➡ The rise in Call-A-Ride customer complaints is likely attributable to a shortage in operators, which has created difficulty delivering service. Call-A-Ride has increased recruiting efforts to reduce this operator shortage.

➡ Complaints on the system showed a sharp increase this quarter, most of which can be attributed to the monumental change in MetroBus service. Customer complaints were anticipated, and were considered and thoughtfully responded to. Staff is continuing to monitor customer feedback following the September 30, 2019 service change.

MAJOR PROJECT HIGHLIGHTS

REIMAGINING MOBILITY

2nd Quarter
FY20
Major
Operating &
Capital Project
Highlights



- ❑ **Metro Reimagined:** Multi-phase program Launched on September 30, 2019, impacting every Missouri MetroBus route. Metro Reimagined evolves service to meet market demands; rebalances service frequency and coverage; and introduces a tiered service strategy. Evaluation of program success continues, and staff is responding to emergent needs as feasible.
- ❑ St. Louis County government requested increase in service level, consistent with January 2019. Metro is responding to this request by continuing to implement Metro Reimagined, inclusive of investments in core network and introduction of mobility on demand. Service levels will increase incrementally December 2019 – June 2020 to meet this requirement. Service adjustments will include adding fixed-route coverage where it is most needed, and adding service including running time and vehicles where necessary to improve performance:
 - **December 2019** Service Change made scheduling adjustments to 16 MetroBus routes to improve performance, added five operators to #100 Hazelwood Connector to support demand
 - The **March 2020** Service Change will respond to guidance from funding partners and customer feedback. Adjustments under consideration include improving service coverage and directness in West St. Louis County in the vicinity of the Ballas Transit Center; expanding frequent service between North St. Louis County and Downtown St. Louis; adding additional service in connector markets; and reducing select trips on enhanced frequent routes, primarily within the City of St. Louis.
 - In **June 2020** Metro anticipates reaching a stable service plan for fixed-route, subject to minor adjustments associated with the introduction of mobility on demand (MOD) services and customer and stakeholder feedback.
- ❑ **Metro Connect:** This Lyft pilot partnership launched in October 2019 to give customers without access to fixed-route transit a quick first/last mile connection to their nearest MetroLink Station or Transit Center. The pilot program has continued into 2020, and on January 1 was expanded to cover eight new corridors in North St. Louis County, Northwest St. Louis County, unincorporated West St. Louis County, Mid-St. Louis County and North City. Ridership for this program remains small and is growing. Staff is monitoring program utilization and customer feedback, which will inform more permanent mobility solutions.
- ❑ **Transit Vision 2020:** Staff is providing support to St. Clair County Transit District (SCCTD) for the implementation of recommended service changes from its current comprehensive operational analysis – Transit Vision 2020. Changes are expected to be implemented in June 2020 – 2021.

DELIVERING CUSTOMER FOCUSED PROJECTS

- ❑ **Community Mobility Hubs:** Metro successfully competed for funding to construct twelve initial Community Mobility Hubs at major on-street transfer points in the MetroBus system, providing customers with more passenger amenities and apply placemaking principles to create more safe and comfortable transit spaces within communities across the service area.

MAJOR PROJECT HIGHLIGHTS

- ❑ **Central West End MetroLink Station Redesign:** Washington University Medical Center, in partnership with Metro is completing a major renovation of the Central West End MetroLink Station, inclusive of station canopies, elevator and stair access, wayfinding, and access control. Anticipated completion late 2020.
- ❑ **MetroLink Station Redesign:** Preliminary design is complete for five MetroLink Stations. Staff is working to secure capital funding to support construction at these stations, beginning with the Forest Park-DeBaliviere and Delmar Loop MetroLink stations. Projects will be complete sequentially as funding permits.
- ❑ **Bus Stop Signs:** Metro is working with Harlan Company on the fabrication and installation of new bus stop signs across the transit system, to be complete in 2020.
- ❑ **Fare Collection:** Metro is transitioning to our next generation of fare policy and fare collection technology. Staff committees are creating draft fare policies to simplify fare media options and distribution channels, diversify fare collection systems, and explore/expand new pass programs, such as reduced fare for specific demographics (youth, low income, etc.) and new pass programs for employers.
- ❑ **Americans with Disabilities Act (ADA) Services:** Metro is soliciting proposals that would shift services including ADA paratransit eligibility, reduced fare eligibility and travel training to a third-party provider to ensure the consistent delivery of excellent services. The ADA Services team is currently preparing for a transition away from the Transit Access Center (TAC) on DeBaliviere, which will be redeveloped.
- ❑ **Market Research:** Staff is creating improved customer-focused market research tools, including an overhaul of the on-board survey that is responsive to pressing project needs, consumer preferences, and evolving customer demographics.

MAINTAINING AN EFFICIENT, RELIABLE AND SUSTAINABLE SYSTEM

- ❑ **Transit Asset Management (TAM):** Metro is committed to implementing a strategic process for acquiring, operating, maintaining, upgrading, and replacing its transit assets to directly support the organization's mission of providing safe and reliable public transportation services to the St. Louis Metropolitan Region. Metro's TAM program, which is housed within Vehicle Maintenance, guides Metro's asset lifecycle management decisions, from purchase to replacement or retirement. In accordance with the FAST Act, Metro is required to submit a TAM Plan to FTA, which must be updated every four years. Metro's final TAM Plan will be submitted to FTA by October 2022.
- ❑ **Enterprise Asset Management (EAM):** Asset inventories and condition ratings that support the TAM Plan are collected and analyzed in Metro's EAM program. This decision-making tool is the foundation for Metro's TAM management program. Asset inventories for Facilities and Right of Way Maintenance were completed ahead of October 2020 deadline. Vehicle inventories are now under way and will be complete in spring 2020.
- ❑ **Battery Electric Bus:** Metro's Vehicle Maintenance team is leveraging competitive federal grant awards and public-private partnerships to launch the battery electric bus program. In November 2019 Metro ordered fourteen 60' battery electric buses (delivery late fall 2020), and in February 2020 is seeking Board approval for the purchase of four 40' battery electric buses (delivery late 2020 / early 2021), and construction of necessary infrastructure at the Brentwood MetroBus Facility and Broadway and Taylor Transit Center.

MAJOR PROJECT HIGHLIGHTS

- ❑ **Light Rail Vehicle (LRV) Rehab/Replacement Planning:** Metro is faced with the critical need of rehabilitating or replacing our early series LRVs. This critical decision point will impact MetroLink operations and maintenance for the next 30 years. Metro engaged technical assistance to assess LRV conditions, evaluate cost and benefits and industry best practices to create a decision making framework that will help determine whether to rehab or replace, and how to scope this next critical step in LRV fleet planning. Project completion is spring 2020.
- ❑ **Telematics (Smart Bus):** Vehicle Maintenance continues to develop and test smart bus technology, which will allow buses to predict premature failures and forecast their own parts and component replacements, thereby reducing parts inventory and lowering cost per mile.
- ❑ **Solar Energy:** In support of an Ameren Illinois Solar Renewable incentive program, Vehicle Maintenance is exploring the feasibility of installing solar carports over passenger and facility parking lots in Illinois.
- ❑ **MetroLink Elevator Rehabilitation:** Elevators at Union Station, 8th & Pine, Convention Center, Laclede's Landing and East Riverfront are being rehabilitated, inclusive of elevator cab, controls and operating systems. Project adds 15 years of useful life and will be completed in 2020.
- ❑ **Phase 1 Signal Track Circuit Upgrade:** Signal train detection equipment from Terminal 1 to 5th & Missouri Stations is being replaced with newer generation track circuit equipment. Complete first quarter 2020.
- ❑ **Concrete Tie Warranty Replacement:** 25,000 concrete ties are being replaced under manufacturer warranty. This 9-year project will be complete in 2020.
- ❑ **Belleville MetroLink Station Z-Crossing:** Metro is in a contracting process for design of a z-crossing at Belleville MetroLink Station. Construction would begin in late 2020 – early 2021.
- ❑ **MetroLink 2020 Project Preview:** MetroLink System Projects including crossing renewal at Ewing Avenue, Plymouth Avenue; removal of Grand Freight Diamond; replacement of curve restraining rail and construction of a new track in Ewing Yard.
- ❑ **5th & Missouri MetroLink Station Parking Lot:** Metro is in a procurement process for repaving of this parking lot. Anticipated completion in spring 2020.
- ❑ **East Riverfront MetroLink Stair Replacement:** The customer stairs at this station will be rehabilitated, in coordination with the rehabilitation of the elevators at this station. Project completion in 2020.
- ❑ **Bus Stop Improvements:** Metro continues a cycle of bus stop upgrades, including making stops accessible and adding passenger amenities including benches and shelters. Metro's 2020 bus stop construction will commence as soon as weather permits.

CREATING A SAFER, MORE SECURE METRO

- ❑ **Public Transportation Agency Safety Plan (PTASP):** FTA requires transit operators like Metro to develop and submit a PTASP that includes the processes and procedures necessary for implementing Safety Management Systems (SMS). These systems focus on proactive safety risk management, strong safety communication between employees, targeted safety training, and an organization-wide safety management policy that includes clear accountabilities and responsibilities for critical safety activities. Metro's plan is required to be in place by July 20, 2020. Staff is currently reviewing the draft PTASP, and is on target to meet the required submittal date.

MAJOR PROJECT HIGHLIGHTS

- ❑ **Transit Safety Culture:** In support of the PTASP, Metro's Office of Safety is working to support open communication regarding safety between all levels of the agency by fully communicating Metro's safety policy and campaigns to employees. All employees will be required and encouraged to report hazards, take responsibility for safety in their tasks and work areas, educate themselves on safety with formal training, and attend safety briefings, trainings, activities and events.
- ❑ **CCTV Upgrade with Awareness Monitors:** Metro is pursuing upgrades to its CCTV systems aboard MetroBus and MetroLink. This project is anticipated to begin in July 2020, and will conclude in winter 2021. Installation will include awareness monitors and the capability to pursue live camera feeds.
- ❑ **Track Worker Protection Monitors:** Metro's Safety Team is implementing Protran technology on MetroLink cabs that would connect to monitors worn by track workers to enhance the safety for track work crews and train operators. The project implementation is ongoing and estimated to be completed in 2020.
- ❑ **Reducing Transit Vehicular Accidents and Employee Injuries:** Metro's Safety Team is working across all operating teams to implement risk reduction programs and employee health and safety initiatives to reduce overall accidents for all transportation modes. Specific task forces will be established to facilitate the identification of hazards, the proper resolution of safety issues and distribution of safety information. Task forces currently being explored and developed are: Executive Safety and Security Committee, Risk Review Committee, Fire and Life Safety Committee, Safety and Security Certification Committee, Fatigue Management Committee, Local/Modal Safety Committees, SMS Ambassadors Committee, Safety Rules Compliance Program Committee, Management of Change Review Committee and Metro's Continuous Improvement Task Force.
- ❑ **Emerson Park 911 Dispatch:** In coordination with SCCTD, Metro has completed design for a 911 dispatch center and backup operations control center (OCC) at the Emerson Park MetroLink Station. Construction timing depending on authorization by SCCTD.

ENGAGING & SUPPORTING THE METRO TEAM

- ❑ **Operations Training Initiative:** Metro is responding to a training deficit, especially for MetroBus and Call-A-Ride operators by engaging assistance to conduct a thorough assessment of training programs, inclusive of content, delivery, and schedules. Results will include revised training programs, content, and simulator equipment to meet several needs across operations. Project began in January 2020, and will continue through 2021.