



# Operations Committee Meeting

## Open Meeting

Friday, April 8, 2021, immediately following Safety & Security Committee Meeting

Virtual Meeting

211 North Broadway, 6th Floor

St. Louis, MO, 63102



## Operations Committee Meeting - April 8, 2021 - Open Meeting

### Notice of Meeting and Agenda

|                                                                                                                                                                                                           |             |                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-----------------------------------------|
| 1. Call to Order                                                                                                                                                                                          | Approval    | Chair<br>Windmiller<br>M. Bennett       |
| 2. Roll Call                                                                                                                                                                                              |             |                                         |
| 3. Public Comment                                                                                                                                                                                         | Information | Chair<br>Windmiller                     |
| 4. Approval of Minutes of the January 22, 2021 Operations Committee, Open Meeting                                                                                                                         | Approval    | Chair<br>Windmiller                     |
| A. Draft Minutes 01-22-2021 OPS Open Meeting - Page 4                                                                                                                                                     |             |                                         |
| 5. Contract Modification: Bus Stop Signage Replacement Project                                                                                                                                            | Approval    | J. Mefford-Miller                       |
| A. Briefing Paper - Page 9                                                                                                                                                                                |             |                                         |
| 6. Single Bid: Track System Upgrades                                                                                                                                                                      | Approval    | J. Mefford-Miller / D. Curry / K. Hamm  |
| A. Briefing Paper - Page 11                                                                                                                                                                               |             |                                         |
| B. Track System Upgrade - Exhibits - Page 14                                                                                                                                                              |             |                                         |
| 7. Sole Source Contract Authorization for Professional Engineering Services – Phase 1 – Engineering & Design Support Services – Rehabilitation of the MetroLink Cross County Extension Tunnels & Stations | Approval    | J. Mefford-Miller / C. Poehler          |
| A. Briefing Paper - Page 18                                                                                                                                                                               |             |                                         |
| 8. Contract Award - Cleaning of Railcars at Missouri & Illinois MetroLink Maintenance Facilities Amendments                                                                                               | Approval    | J. Mefford-Miller                       |
| A. Briefing Paper - Page 20                                                                                                                                                                               |             |                                         |
| 9. Amendments to Chapter 40, Real Property/Economic Development, Collective Board Policies of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District                              | Approval    | J. Langa / J. Braun                     |
| A. Briefing Paper - Page 22                                                                                                                                                                               |             |                                         |
| B. Attachment A - Current - Chapter 40 BSD Board Policies - Page 25                                                                                                                                       |             |                                         |
| C. Attachment B - Redlined Version - Chapter 40 BSD Board Policies - Page 31                                                                                                                              |             |                                         |
| D. Attachment C - Clean Version- Chapter 40 BSD Board Policy - Page 39                                                                                                                                    |             |                                         |
| 10. Memorandum of Agreement (MOA) with St. Louis County Regarding Compliance with COVID-19 Vaccination Dispensing Guidelines                                                                              | Approval    | J. Mefford-Miller / S. Berry / D. Toben |
| A. Briefing Paper - Page 46                                                                                                                                                                               |             |                                         |
| B. Attachment 1 - Partially Executed St Louis County MOA - Vaccines - Page 47                                                                                                                             |             |                                         |
| C. Attachment 2 - Bi-State MAA - Page 53                                                                                                                                                                  |             |                                         |

|                                                                                                                                                                                                                                                                       |             |                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|---------------------|
| 11. Operations Report                                                                                                                                                                                                                                                 | Information | J. Mefford-Miller   |
| A. Operations Report March 19-2021 - Page 59                                                                                                                                                                                                                          |             |                     |
| 12. President/CEO Report                                                                                                                                                                                                                                              | Information | T. Roach            |
| 13. Unscheduled Business                                                                                                                                                                                                                                              | Information | Chair<br>Windmiller |
| 14. Call for the Dates of Future Board & Committee Meetings                                                                                                                                                                                                           | Information | M. Bennett          |
| 15. Adjournment to Executive Session                                                                                                                                                                                                                                  | Approval    | Chair<br>Windmiller |
| If such action is approved by a majority vote, the Committee may go into closed session to discuss legal, confidential, or privileged matters pursuant to Bi-State Development Board policy Chapter 10, Section 10.080 (D) Closed Records: Legal under §10.080(D)(1). |             |                     |
| 16. Reconvene to Open Session                                                                                                                                                                                                                                         | Approval    | Chair<br>Windmiller |
| 17. Adjournment                                                                                                                                                                                                                                                       | Approval    | Chair<br>Windmiller |

**BI-STATE DEVELOPMENT  
OPERATIONS COMMITTEE MEETING  
OPEN SESSION MINUTES  
(Virtual Meeting)  
January 22, 2021 at 9:30 AM**

**Operations Committee Members participating via Zoom**

Rose Windmiller, Chair  
Derrick Cox  
Vernal Brown  
Terry Beach

Irma Golliday – Absent

**Other Commissioners participating via Zoom**

Justin Zimmerman  
Herbert Simmons  
Sam Gladney

Fred Pestello – Absent  
Nate Johnson – Absent

**Staff participating via Zoom**

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  
Jessica Mefford-Miller, Executive Director Metro Transit  
Tammy Fulbright, Interim Chief Financial Officer  
John Langa, Vice President Economic Development  
Chris Poehler, Assistant Executive Director Engineering Systems  
Gregory Smith, Vice President – Purchasing, Materials Management, and Supplier Diversity  
Charles Stewart, Executive Vice President Organizational Effectiveness  
Ted Zimmerman, Vice President Marketing and Communications  
Darren Curry, Assistant Executive Director Transit Assets  
Crystal Messner, Chief Audit Executive

**Others participating via Zoom**

ASL Interpreter, Darrell Jacobs  
ASL Interpreter, Robyn Karimi

**1. Open Session Call to Order**

**9:34 a.m.** Chair Windmiller called the Open Session of the Operations Committee Meeting to order at 9:34 a.m.

**2. Roll Call**

**9:35 a.m.** Roll call was taken, as noted above.

**3. Public Comment**

**9:35 a.m.** Ms. Bennett noted that no comment cards were submitted for today's meeting.

**4. Minutes of the October 16, 2020 Combined Operations Committee and Audit, Finance & Administration Committee, Open Meeting**

**9:35 a.m.** The minutes of the October 16, 2020, 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 Brown and seconded by Commissioner Zimmerman. (Commissioner Gladney abstained from the vote.) **The motion passed.**

**5. Contract Modifications: Contract with WSP USA, Inc. - MetroLink Stations Enhancements**

**9:36 a.m.** A briefing paper was included in the meeting materials, presenting to the Operations Committee, for discussion, acceptance, and referral to the Board of Commissioners for approval, a request to authorize the President & CEO to approve a Contract Modification to complete the Advanced Conceptual Design and develop a cost estimate for the continued design and construction phase services for MetroLink Stations Enhancements to WSP USA, Inc., in an amount not to exceed \$140,048.44. Chris Poehler, Assistant Executive Director Engineering Systems, gave an overview of this item. President/CEO, Taulby Roach, noted that it is a good idea to have plans/designs for projects ready, should Federal funding become available. Chair Windmiller stated that she is glad to have advanced plans for these five stations.

A motion to approve this agenda item, as presented, was made by Commissioner Cox and seconded by Commissioner Beach. **Unanimous vote in favor was taken. The motion passed.**

**6. Metro Operators, TSM and Public Safety Uniforms**

**9:40 a.m.** A briefing paper was provided in the meeting materials, regarding a request that the Committee accept, and refer to the Board of Commissioners for approval, a request to authorize the President & CEO to enter into a 5-year contract with Leon Uniform Company, for Metro Operators, TSM and Public Safety Uniforms for MetroBus, MetroVan, Call-A-Ride (CAR), MetroLink (light-rail) operators, Transit Service Managers and Public Safety Division, in the not to exceed amount of \$5,000,000. Greg Smith, Vice-President Procurement, Materials Management, and Supplier Diversity, provided an overview of this issue.

A motion to approve this agenda item, as presented, was made by Commissioner Gladney and was seconded by Commissioner Brown. **Unanimous vote in favor was taken. The motion passed.**

7. **Metro Link Downtown Tunnel Repair Design Contract Modification**

**9:45 a.m.** A briefing paper was provided in the Committee packet, regarding a request for acceptance and referral to the BSD Board of Commissioners for approval, a Contract Modification to Modjeski and Masters based on the negotiated cost proposal submitted on December 8, 2020, for the amount of \$379,405.53, and to extend the period of performance from December 31, 2020, to December 31, 2023. Chris Poehler, Assistant Executive Director Engineering Systems, gave an overview of this item. He noted that there are a number of areas in need of repair, and the work should go out for bid in May. He stated that the work will be performed at night and on weekends, to the fullest extent possible.

A motion to approve this agenda item, as presented, was made by Commissioner Simmons and was seconded by Commissioner Gladney. **Unanimous vote in favor was taken. The motion passed.**

8. **Contract Award - On-Call Public Relation & Media Service**

**9:47 a.m.** A briefing paper was provided in the Committee packet, regarding a request to accept and refer to the Board of Commissioners for approval, authorization of the President & CEO to enter into a 5-year contract, three (3) base years with two (2) option years, with Hauser Group, in a not-to-exceed amount of \$846,000.00. Ted Zimmerman, Vice President Marketing & Communications, gave an overview of this item. Commissioner Beach stated that he has had previous experience with the Hauser Group, and he commended them for their past work. Commissioner Windmiller posed questions regarding the scope of work. Mr. Zimmerman stated that this will extend BSD's outreach, and be more proactive in addressing issues. Commissioner Windmiller stated that she has also had positive experiences with the Hauser Group, in the past.

A motion to approve this agenda item, as presented, was made by Commissioner Beach and was seconded by Commissioner Simmons. **Unanimous vote in favor was taken. The motion passed.**

9. **Operations Report**

**9:51 a.m.** An operations report for Metro Transit was included in the Committee packet. Jessica Mefford-Miller, Executive Director of Metro Transit, provided a Capital Programs Update PowerPoint presentation to the Committee, giving an overview of the capital program planning for 2021-2023, and the status of current projects including: signage, MetroLink station enhancements, fare collection, community mobility hubs, safety and security, and system maintenance/modernization. Commissioner Gladney asked if individuals will still be able to pay with cash, with the installation of the new fare collection systems. Ms. Mefford-Miller noted that cash would still be accepted. Commissioner Simmons posed questions related to issues pertaining to the St. Clair elevator project. Ms. Mefford-Miller stated that there was an issue with the elevator rehab, and they are working with the contractor to make the proper repairs, due to a design flaw. Commissioner Simmons asked if the Agency would be reimbursed for the damages. Darren Curry, Assistant Executive Director Transit Assets, stated that the contractor acknowledges fault, and they are currently working out those details. Commissioner Simmons commended Mr. Curry for his assistance with this project.

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

**10. President/CEO Report**

**10:08 a.m.** Bi-State Development President/CEO Taulby Roach stated that he has nothing additional to report at this time.

**11. Unscheduled Business**

**10:08 a.m.** President/CEO Roach noted that there are no items to be addressed under unscheduled business.

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

**10:09 a.m.** Myra Bennett, Manager of Board Administration, advised the Committee of the upcoming meetings, as follows:

Tentative schedule:

|                                          |                          |         |
|------------------------------------------|--------------------------|---------|
| Board of Commissioners Meeting:          | Friday February 19, 2021 | 8:30 AM |
| Audit, Finance, Admin Committee Meeting: | Friday March 19, 2021    | 8:30 AM |
| Operations Committee Meeting:            | Friday March 19, 2021    | 9:30 AM |

**13. 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).**

**10:09 a.m.** Committee Chair Windmiller 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 Gladney. A roll call vote was taken as follows:

|                       |                        |
|-----------------------|------------------------|
| Rose Windmiller – Yea | Terry Beach – Yea      |
| Vernal Brown – Yea    | Derrick Cox – Yea      |
| Sam Gladney – Yea     | Herbert Simmons – Yea  |
|                       | Justin Zimmerman – Yea |

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

**14. Reconvene to Open Meeting**

**10:16 a.m.** The Committee reconvened to the Open Meeting at approximately 10:16 a.m.

Chair Windmiller noted that, per 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 Zimmerman made a motion to approve the Minutes from the October 16, 2020, Executive Session of the combined meeting of the Operations and Audit, Finance, & Administration Committee, as a closed record. The motion was seconded by Commissioner Beach.

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

Terry Beach – Yea  
Derrick Cox – Yea  
Herbert Simmons – Yea  
Justin Zimmerman – Yea

**The motion passed.**

Commissioner Cox made a motion to accept and forward to the Board of Commissioners for approval, that 3158 Pershall Road, Ferguson, Missouri, be (1) declared as incidental, non-transit use property and proposed for development as excess property; (2) confirmed for conveyance via lease, sale, joint development buyout or other alternative acceptable to BSD and the Federal Transit Administration; and (3) herein authorize BSD's President and CEO to finalize and execute agreements in support of the project, as presented. The motion was seconded by Commissioner Brown.

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

Terry Beach – Yea  
Derrick Cox – Yea  
Herbert Simmons – Yea  
Justin Zimmerman – Yea

**The motion passed.**

**15. Adjournment**

**10:18 a.m.** Chair Windmiller asked if there was any further business, being none, Commissioner Zimmerman 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 10:18 a.m.

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Deputy Secretary to the Board of Commissioners  
Bi-State Development

**Bi-State Development Agency  
Operations Committee Meeting  
Open Session Agenda Item  
April 8, 2021**

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|----------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| <b>From:</b>         | Jessica Mefford-Miller, Executive Director of Metro Transit                                                                              |
| <b>Subject:</b>      | <b>Contract Modification: Bus Stop Signage Replacement Project</b>                                                                       |
| <b>Disposition:</b>  | Approval and forward to the Board of Commissioners                                                                                       |
| <b>Presentation:</b> | Jessica Mefford-Miller, Executive Director of Metro Transit;<br>Jessica Gershman, Assistant Exec. Director Planning & System Development |

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**Objective:**

To present to the Operations Committee, for acceptance and submission to the Board of Commissioners for approval, a request to authorize the President & CEO to modify the current contract with The Harlan Company who is replacing the current bus stop signage in the City of St. Louis and in St. Louis County.

**Background:**

Over decades of growing our transit service in the St. Louis region, signage had been added and updated throughout the system, resulting in inconsistencies in sign design, placement and condition. This project sought a contractor to replace bus stop signs, including fabrication and installation, at approximately 4,000 MetroBus stop locations in the City of St. Louis and in St. Louis County.

This project is part of a larger overhaul of Metro's wayfinding and communication tools, and is a critical component of other current Metro initiatives, such as: the redesign of the region's bus service and network to create more direct and frequent service; the introduction of electronic and telephone trip planning tools; and a focus on customer-facing capital improvements.

On June 17, 2019, Bi-State Development (BSD) issued solicitation 20-SB-106232-DGR – Bus Stop Signage Replacement to obtain bids from qualified firms to provide and install bus stop signage. The solicitation was awarded to The Harlan Company, with Board approval in September 2019.

The scope of this project is large, both geographically and in volume of stops. The contractor has been tasked with not only replacing thousands of bus stop signs and poles in existing locations, but also adding "No Parking" signs to solidify bus stop zones (for safer utilization of the curb and roadway by MetroBus operators and customers).

**Analysis:**

The Board approved the initial contract in a not to exceed amount of \$2,480,850.00. This amount was based on surveyed conditions and mounting requirements at each bus stop, which in turn determined the parts and equipment needed. As the project has progressed, a total of 672 stops have required different installation techniques and parts than was estimated in the original survey. 422 of these were due to unforeseen conditions with either the site itself or utility conflicts, which in turn increased Harlan's scope of work costs by \$58,500.00. Metro Planning staff have recently completed an updated survey of the remaining bus stops to ensure an accurate understanding of the conditions at the outstanding stops.

As the project progressed, it was found that approximately 250 bus stop signs had “other” signs located where our new bus stop signs were to be located, and these “other” signs had to be re-located or attached to our new signage. This was an unexpected cost of \$54,000.00 that we incurred.

Additional cost of \$17,000.00 have also been incurred in having to cut the new signage poles to comply with the latest ADA height regulations. BSD has also received a credit of \$12,493.50 for signage that was thought to be more difficult to place, but instead easier mounts were able to be used.

The original plan drawings called for a specific bracket and mounting style that was later discovered to be incompatible with the new style signage. New bracket and mounting hardware was obtained, and the cost differential between the bracket and mounting hardware styles resulted in an increase of \$31,170.92.

As of January 2021, Harlan is 75% complete with the project, and will be able to install approximately 500 additional stops under the initial contract amount; however, an increase in the contract of \$148,177.42 is necessary to complete the project, which includes \$117,006.50 for labor and materials at the remaining stops, and \$31,170.92 for mounting bracket parts and installation. BSD staff also requests a contract extension through June 30, 2021, to ensure the proper completion of the project along with any punch list work that may arise, as some delays have occurred throughout the project due to COVID-19, weather, and the updated stop survey.

**Committee Action Requested:**

Management recommends that the Operations Committee accept, and forward to the Board of Commissioners for their approval, a request to authorize the President and CEO to sign a contract modification with The Harlan Company, increasing the funding by **\$148,177.42** and the period of performance until June 30, 2021, to complete the Bus Stop Signage Replacement project.

**Funding Source:**

The contract modification for this project is supported by a number of Program Development and Grants (with matching Prop M funds): Project Number 2188, Award Number MO-2017-034.

**Bi-State Development Agency  
Operations Committee Meeting  
Open Meeting Agenda Item  
April 8, 2021**

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**From:** Jessica Mefford-Miller, Executive Director Metro Transit  
**Subject:** **Single Bid: Track System Upgrades**  
**Disposition:** Approval  
**Presentation:** Jessica Mefford-Miller, Executive Director Metro Transit;  
Darren Curry, Assistant Executive Director Transit Assets;  
Kelly Hamm, Director Maintenance of Way Technical Support;  
Gregory Smith, Vice President, Procurement, Materials Management and Supplier Diversity

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**Objective:**

To present to the Operations Committee, for discussion and referral to the Board of Commissioners for approval, a request to award a single bid contract to Railworks Track Services for the MetroLink Track System Upgrades Project.

**Background:**

The Track System Upgrades Project primarily addresses rail maintenance needs to improve condition of the MetroLink track system assets, which have been targeted for replacement in accordance with the Transit Asset Management (TAM) Plan. Scope elements are based on asset condition ratings, which have fallen to category 2 or below. Specific work breakdown includes renewal of grade crossing surfaces (Plymouth and Ewing Avenue), replacement of restraining rail in curves (Civic Center & Broadway), and installation of trackwork to match MetroLink current design criteria standards.

Solicitation 21-SB-161954-DGR – Track System Upgrades was issued on November 9, 2020. The sealed bid was advertised in Bi-State Development’s (BSD) iSupplier Portal. The iSupplier Portal is the agency’s web-based communication tool, structured to allow interested bidders full and open access to view, communicate, and submit bids on active solicitations. During the solicitation process, a request was received to extend the deadline for questions; which BSD accepted, and as a result, extended the bid due date a week from its original date.

To attract more interest, individual scope elements were combined into a single bid package, in hopes of encouraging competitive bidding. Communications were sent to companies requesting status of their intentions to participate in bidding prior to the bid due date.

BSD has struggled getting firms to bid on rail projects for years. There is a very short list of companies who do this type of work, and mobilization costs for someone out of town can be substantial for a relatively small project. Railworks is a national rail construction and refurbishment firm, with a local presence. They laid the concrete ties and rail for the entire Illinois and Cross County alignments and have performed most of our recent smaller projects. Even on a larger project where there is additional work for a general contractor, Railworks is often the subcontractor who performs the rail work.

The below responses were received:

| Company                    | Reason for non-participation                                      |
|----------------------------|-------------------------------------------------------------------|
| Musselman Hall Contractors | Recent change in management and decision not to bid at this time. |
| Ironhorse, Inc.            | Prior resource commitments.                                       |

**Analysis:**

On December 22, 2020, one bid was received from Railworks Track Services, which exceeded the Track System Upgrades Project budget.

| Item #       | Pricing provided by RAILWORKS TRACK SERVICES | Bid Price          |
|--------------|----------------------------------------------|--------------------|
| <b>A</b>     | General Conditions                           | \$660,020          |
| <b>B - H</b> | Construction                                 | \$4,094,231        |
|              | Total Price:                                 | <b>\$4,754,251</b> |

The single bid submitted by Railworks Track Services exceeds the Independent Cost Estimate (ICE) prepared by the Designer (STV Inc.).

| Independent Cost Estimate (ICE) |                    |                    |
|---------------------------------|--------------------|--------------------|
| <b>A</b>                        | General Conditions | \$393,330          |
| <b>B - H</b>                    | Construction       | \$3,812,527        |
|                                 | Total Price:       | <b>\$4,205,858</b> |

Due to Railworks Track Services being the only company that participated in bidding, the sealed bid method will be converted to a negotiated procurement. Negotiations then commenced and Railworks was asked to provide their Best and Final Offer (BAFO).

| Item #       | BAFO provided by RAILWORKS TRACK SERVICES | Bid Price          |
|--------------|-------------------------------------------|--------------------|
| <b>A</b>     | General Conditions                        | \$624,320          |
| <b>B - H</b> | Construction                              | \$3,330,062        |
|              | Total Price:                              | <b>\$3,954,382</b> |

Revised Pricing from Railworks Track Services included deletion of Construction Item C – Addition of Ewing Yard Track 105A.

| Revised Independent Cost Estimate (ICE) |                    |                    |
|-----------------------------------------|--------------------|--------------------|
| <b>A</b>                                | General Conditions | \$409,030          |
| <b>B - H</b>                            | Construction       | \$3,718,456        |
|                                         | Total Price:       | <b>\$4,127,486</b> |

The Independent Cost Estimate was revised to reflect deletion of Construction Item C – Addition of Ewing Yard Track 105A. Railworks Track Services’ best and final negotiated price is within project budget and below the ICE.

**Committee Action Requested:**

Management recommends that the Operations Committee accept and forward to the Board of Commissioners for approval, a single bid (negotiated procurement) to Railworks Track Services, in the not to exceed amount of **\$4,349,820.00**; which includes 10% contingency.

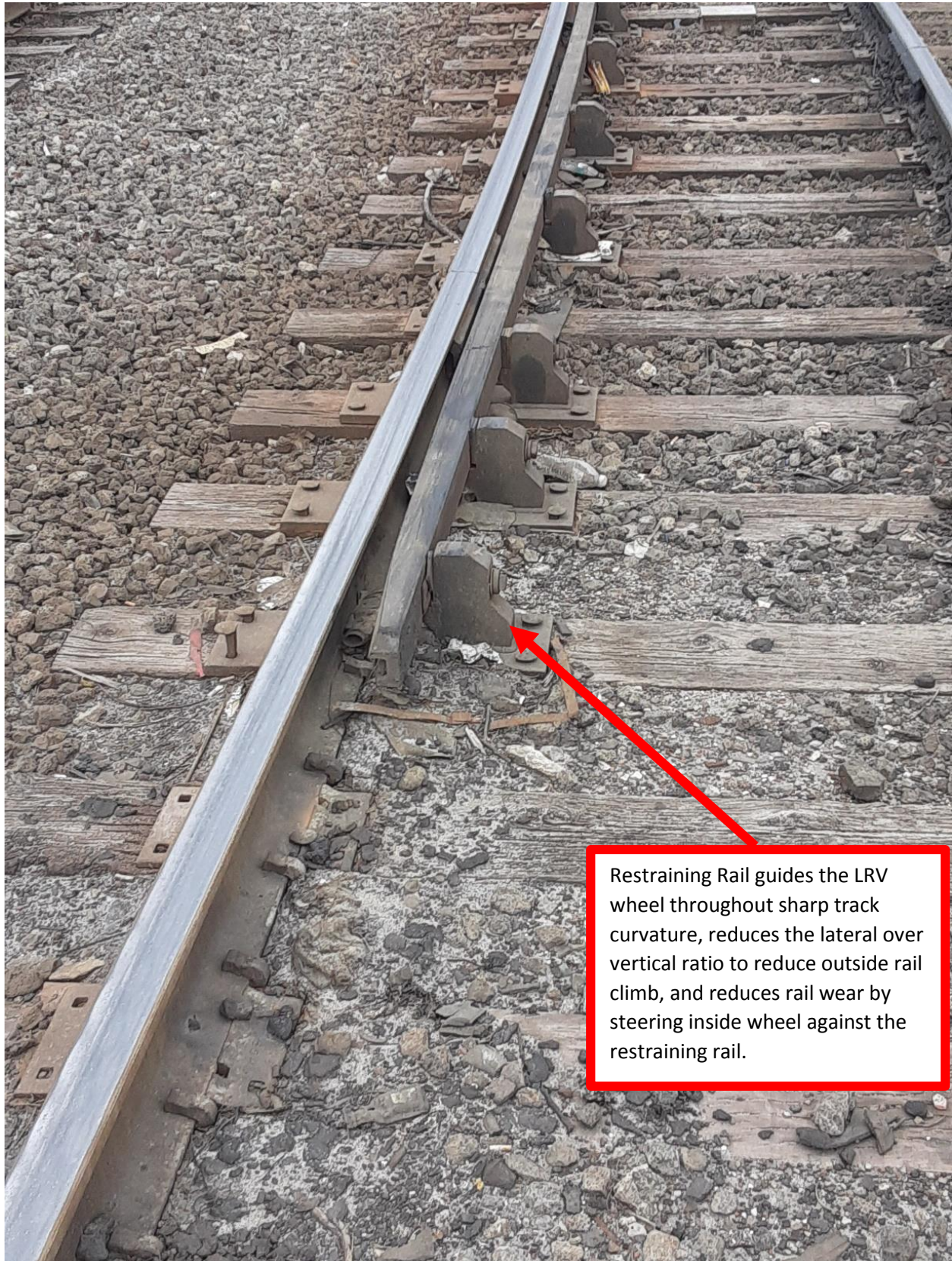
**Funding Source:**

Funding will be provided from approved Federal Transit Administration (FTA) Grant numbers MO-2018-002 & MO-54-0001, Prop M and SCCTD local match.

**Attachment:**

Track System Upgrade Exhibits

## EXHIBIT A.1 – BROADWAY RESTRAINING RAIL CURVES



Restraining Rail guides the LRV wheel throughout sharp track curvature, reduces the lateral over vertical ratio to reduce outside rail climb, and reduces rail wear by steering inside wheel against the restraining rail.

**EXHIBIT A.2 BROADWAY RESTRAINING RAIL CURVES**



## EXHIBIT B – EWING AVENUE GRADE CROSSING SURFACE



### Ewing Avenue Grade Crossing

Track System Upgrades include complete rebuild of the crossing and turnouts into the Missouri Yard. Mainline track speed is 55 mph. Heavy truck traffic to BNSF Railroad storage lot attributed to wear. BNSF sold parcel to TRRA and heavy truck traffic ceased. New crossing asset will meet current MetroLink Track Design Criteria (concrete turnout, ties, 115 RE rail, hardwood crossing timbers and new rubber panels).



**Bi-State Development Agency  
Operations Committee Meeting  
Open Session Agenda Item  
April 8, 2021**

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**From:** Jessica Mefford-Miller, Executive Director of Metro Transit  
**Subject:** **Sole Source Contract Authorization for Professional Engineering Services  
Phase 1 – Engineering and Design Support Services – Rehabilitation of the  
MetroLink Cross County Extension Tunnels and Stations**  
**Disposition:** Approval  
**Presentation:** Christopher C. Poehler, Assistant Executive Director Engineering Systems;  
Tim Nittler, Director of Capital Projects

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**Objective:**

To present to the Operations Committee, for discussion and referral to the Board of Commissioners for approval, a request to enter into a sole source contract for professional engineering services related to the rehabilitation of the Big Bend and Skinker tunnels and stations.

**Background:**

The Cross County MetroLink Extension opened to the public in 2006. Along this alignment there are three separate underground tunnels. Two of these tunnels, Tunnel #2 and Tunnel #3, in addition to two underground stations, Skinker Station and Big Bend Station, respectively, began to show signs of water infiltration, almost immediately after commencement of operations.

Consequently, Bi-State Development (BSD) pursued litigation regarding the water infiltration issues. To assist in the litigation efforts, Gall Zeidler Consultants, an international engineering firm that specializes in tunnel and geotechnical engineering services, was hired. The Gall Zeidler services included a detailed condition assessment of the tunnels and stations, the preparation of repair methodologies and estimates of probable cost to implement the rehabilitation. From this activity, Gall Zeidler Consultants has gained a strong and unique understanding of the issues related to these tunnels and stations that will benefit BSD going forward.

BSD has started the necessary preparations for the tunnel rehabilitation projects with the design and subsequent construction of the Parkway Interlocking and Richmond Heights siding. This enhanced trackwork will be required to efficiently perform the work. Once these elements are complete, the tunnel rehabilitation work can begin.

**Analysis:**

Based on their extensive existing knowledge of the tunnels, staff has negotiated a scope and fee with Gall Zeidler Consultants for Phase 1 of the proposed project. Services will include a reassessment of the current state/condition of the tunnels and stations. This will include onsite inspection and laser scanning to determine changes in the condition of the structures since the last assessment in 2014. Results from this activity will be evaluated, and a tunnel/station rehabilitation plan will be prepared to identify and prioritize needed repairs. The negotiated cost for this work is \$251,000, which includes a 10% contingency. BSD has determined the cost to be fair and reasonable.

Construction documents that will be utilized to implement the prioritized rehabilitation methods will be prepared based on the findings of the Phase 1 deliverables. Activity related to the preparation of these Phase 2 construction documents will be a future project that will be brought to the Board for consideration and approval.

**Committee Action Requested:**

Management recommends that the Operations Committee accept, and forward to the Board of Commissioners for approval, the request that the President & CEO enter into a “sole source” contract for professional engineering services related to the rehabilitation of the Big Bend / Skinker tunnels and stations with Gall Zeidler Consultants, in an amount not to exceed \$251,000.

**Funding Source:**

Funding provided from a specific reserve that has been set aside for these repairs.

**Bi-State Development Agency  
Operations Committee Meeting  
Open Session Agenda Item  
April 8, 2021**

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**From:** Jessica Mefford-Miller, Executive Director of Metro Transit  
**Subject:** **Contract Award - Cleaning of Railcars at Missouri & Illinois MetroLink Maintenance Facilities**  
**Disposition:** Approval  
**Presentation:** Greg Smith, Vice President Procurement & Inventory Management

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**Objective:**

To present to the Operations Committee, for discussion and referral to the Board of Commissioners for approval, a request to authorize the President & CEO to enter into a contract with MERS Goodwill to provide cleaning services of railcars at Missouri and Illinois MetroLink maintenance facilities.

**Background:**

On September 30, 2020, Bi-State Development (BSD) issued solicitation 21-RFP-153963-TJ Missouri & Illinois Railcar Cleaning to obtain a qualified firm to provide all equipment, supplies, materials, labor, supervision, staff, and transportation necessary to provide cleaning of Railcars at Missouri & Illinois locations. The solicitation was advertised on BSD/Metro iSupplier website. A Disadvantaged Business Enterprise (DBE) Goal of 5% was recommended for this project. This contract will be combined with Missouri & Illinois Railcar Facility Cleaning in near future. The contract period of performance consists of three (3) base years, with funds to be committed annually for cleaning of railcars in Missouri & Illinois.

**Analysis:**

In response to the solicitation, a total of four (4) proposals were received:

- MERS Goodwill
- 4M Building Solutions
- World Management
- Innex

All four (4) proposals were deemed responsible and responsive and were forwarded to the evaluation committee, which consisted of individuals within BSD/Metro Railcar department.

The proposals were scored in accordance with the evaluation requirements specified in the solicitation package. After completion of the initial technical evaluation, a consensus meeting was held to discuss the scoring.

The table below is the overall results representing the consensus technical and cost scores combined, and as a result, MERS Goodwill is the highest ranking firm.

| <b>Firm:</b>                      | <b>Cost</b>    | <b>Cost Score</b> | <b>Consensus Technical Score</b> | <b>Total</b> |
|-----------------------------------|----------------|-------------------|----------------------------------|--------------|
| 4M                                | \$2,353,229.40 | 223.37            | 190.00                           | 413.37       |
| MERS                              | \$2,360,844.00 | 222.65            | 226.60                           | 449.25       |
| WMI                               | \$2,355,000.00 | 223.20            | 193.30                           | 416.50       |
| INNEX                             | \$2,102,591.52 | 250.00            | 136.67                           | 386.67       |
| <b>Total Possible Points</b>      |                | 250               | <b>250</b>                       | <b>500</b>   |
| <b>Percentage of Total Points</b> |                | <b>50%</b>        | <b>50%</b>                       | <b>100%</b>  |

#### **Committee Action Requested**

Management recommends that the Operations Committee accept and forward to the Board of Commissioners for approval, a request to authorize the President and CEO to enter into a 3-year contract, with funds to be committed annually for cleaning of railcars at the Missouri & Illinois facility, with the highest ranking firm, MERS Goodwill, whose proposal is most advantageous to BSD, with price and other factors considered, in the not to exceed amount of **\$2,360,844.00**.

**Funding Source:** Funding is provided through the operation budget.

**Bi-State Development Agency  
Operations Committee Meeting  
Open Session Agenda Item  
April 8, 2021**

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**From:** John Langa, Vice President, Economic Development  
**Subject:** **Amendments to Chapter 40, Real Property/Economic Development,  
Collective Board Policies of the Bi-State Development Agency of the  
Missouri-Illinois Metropolitan District**  
**Disposition:** Approval  
**Presentation:** John Langa, Vice President, Economic Development;  
Jeff Braun, Director, Real Estate

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**Objective:**

To present to the Bi-State Development (BSD) Operations Committee (Committee), for consideration of referral to the BSD Board of Commissioners (Board) for approval, amendments to Chapter 40, Real Property/Economic Development, Collective Board Policies of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District (Chapter 40).

**Background:**

- Chapter 40 provides the framework for the procedures by which BSD may acquire, dispose, lease, and/or grant other rights related to real property, and to encourage economic development with a transit nexus.
- Chapter 40 has been revised over time, including most recently in 2010 and 2012, to reflect functional, procedural and organizational updates within BSD, with a key result to streamline efforts when and where possible, and add language to reflect BSD's on-going requirements.
- Potential changes to Chapter 40 at this time involve the manner in which BSD approves easements. Section 40.010 (I.) defines an Easement as "a non-possessory interest right in real property, excluding utility easements and temporary construction easements." Section 40.010 (O.) defines a Temporary Construction Easement as "a temporary right to perform construction activities on Agency real property or on the real property of another party that is granted by easement, license, or permit." Section 40.010 (Q.) defines a Utility Easement as "a routine public utility easement, license or permit requested on Agency real property, or on the real property of another party for the benefit of the Agency."
- Furthermore, regarding easements, Section 40.060 (A.) (1.-3.) provides that, the BSD Board "shall approve an easement or a license where the consideration for such is estimated to exceed \$250,000", with the BSD President & CEO authorized to approve the same where the consideration for such is estimated at up to \$250,000, and the BSD Vice President of Economic Development where the consideration is estimated to be \$100,000 or less. Section 40.060 (A.) (4.) notes that the "BSD President & CEO is authorized to approve all Utility Easements and Temporary Construction Easements."
- For the BSD Economic Development group, which oversees BSD Real Estate Department, the large majority of the easements processed by BSD are utility related easements, typically involving easements with the Metropolitan Sewer District or Ameren UE due to their utility service need to traverse MetroLink and other BSD property. BSD staff

estimates that BSD processes approximately a dozen of these easement requests in any year. For all of these Utility Easements and Temporary Construction Easements, the easements are approved by the BSD President & CEO, regardless of the easement value. From BSD staff experience, the large majority of these have a low estimated value, typically less than \$5,000. Given the generally low valuation of these easements, and to streamline BSD administrative activities, BSD staff is recommending that the BSD Vice President of Economic Development is authorized, per proposed revisions to Chapter 40, to approve Utility Easements and Temporary Construction Easements where the consideration is estimated to be \$100,000 or less. This approach would also be consistent with the approach now in place for staff approving Easements, and would not replace the ability for the BSD President & CEO to approve any Easement, Utility Easement or Temporary Construction Easement, if deemed appropriate.

- Section 40.010 (M.) defines Real Property as “interests, benefits and rights inherent in the ownership of real estate, and includes all land, buildings, site improvements and other property rights owned by, or granted to and by, the Agency”. Given on-going BSD project and staff experience, BSD staff recommends adding “communications towers” and “fences” to the Real Property definition for greater clarity in the BSD approval process.
- In addition, Section 40.050, Declaration of Surplus Property, currently provides “The President & CEO, in conjunction with the Agency’s Real Estate Department shall review all Agency real property to determine the appropriate use of each property, and shall annually submit a report to the Board of Commissioners for its approval detailing all Agency property or properties that are not required for Agency purposes and may therefore be declared to be surplus and subject to sale, lease, or the grant of other property rights.”

BSD staff recommends amending this section, adding Section 40.010 (N) Definitions – “Surplus Property”, and amending Section 40.030 Real Property Disposition. The annual Surplus Property Report will continue to be annually submitted to the Board for informational purposes; but the changes will now allow, that during the same calendar year, the President and CEO, for up to \$250,000 of appraised value, and the Vice President of Economic Development, for up to \$100,000 of appraised value, may approve the disposition of any surplus property, not listed in the Surplus Property Report from the previous year, without requiring a specific Board declaration of the property as surplus. The Board will continue to approve the disposition of any property above \$250,000 in appraised value and the declaration of that property as surplus. In the future, the annual Surplus Property Report will also include all surplus properties disposed of by BSD during the calendar year that were not included in the previous year annual Surplus Property Report. This updated process should streamline the overall surplus property declaration and disposition process; however, this new process will not supplant any approvals and input from the Federal Transit Administration, if required, or BSD staff and departments related to any disposition.

### **Analysis**

The proposed amendments to Chapter 40 will streamline BSD staff efforts and improve efficiencies. At this time, BSD Real Estate prepares and BSD Economic Development reviews (with BSD Legal oversight) all of the Utility Easements and Temporary Construction Easements, much in the same manner as any other BSD property related transactions. In addition, the surplus property declaration and disposition process will be improved for the BSD staff and the Board.

### **Committee Action Requested:**

The Bi-State Development (BSD) Operations Committee (Committee) consider, and refer to the BSD Board of Commissioners (Board) for approval, amendments to Chapter 40, Real Property/Economic Development, Collective Board Policies of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District (Chapter 40), as presented.

In addition, it is recommended that the Committee consider recommending to the Board that the Chair of the Board designate that the proposed revisions to Board Policies – Chapter 40 Real Property/Economic Development not be tabled pursuant to Article VI (D) of the Board Policies, as it is in the best interest of BSD that these revised Board Policies be approved at the April 23, 2021, Board of Commissioners meeting.

### **Funding Source:**

There are no BSD funds related to this effort but for routine and customary staff time to process a revised Chapter 40.

|              |                                                                                                                                                                                                                  |
|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Attachment A | Chapter 40, Real Property/Economic Development, Collective Board Policies of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District, with Proposed Amendments - Current                  |
| Attachment B | Amended Chapter 40, Real Property/Economic Development, Collective Board Policies of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District, with Proposed Amendments – Redlined Version |
| Attachment C | Amended Chapter 40, Real Property/Economic Development, Collective Board Policies of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District, with Proposed Amendments – Clean Version    |

**COLLECTED BOARD POLICIES**

**OF THE**

**BI-STATE DEVELOPMENT AGENCY**

**OF THE**

**MISSOURI-ILLINOIS METROPOLITAN DISTRICT**

**Chapter 40 Real Property/Economic Development (revised 10/22/10 and 01/27/12)**

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**Section 40.000 Introduction**

A. Purpose. The purpose of this Policy is to establish the procedures by which the Agency may acquire, dispose of, lease, and/or grant other rights related to real property, and to encourage economic development with a transit nexus. Any transaction subject to this Policy that involves real property of the Agency in which there is a federal, state or local monetary interest shall comply with the applicable laws, regulations and guidelines of the applicable governmental entity or entities.

**Section 40.010 Definitions**

- A. “Acquisition” means a conveyance of real property to the Agency.
- B. “Airport Utility Easement” is a public utility easement granted by the Agency for the provision of gas and electric service at the St Louis Downtown Airport.
- C. “Amendment” means any agreement that modifies, changes, amends or alters any of the terms of an existing agreement.

- D. “Appraisal” means a written statement, independently and impartially prepared by a qualified appraiser, setting forth an opinion of the defined value of an adequately described parcel of real property as of a specific date that is supported by the presentation and analysis of relevant market information, and that complies with the criteria required by the Uniform Relocation Assistance and Real Property Acquisition of Federal and Federally-Assisted Programs.
- E. “Appraised Value” means the value established by an Appraisal.
- F. “Competitive Process” means the solicitation of competitive bids, requests for property, direct advertising, exposure through real property services, posting the property, or any other appropriate means.
- G. “Consideration” means payment of money, or other goods or services of value that include, but are not limited to, improvements, maintenance, or other property rights or services.
- H. “Disposition” means a conveyance of real property by the Agency.
- I. “Easement” means a non-possessory interest right in real property, excluding utility easements and temporary construction easements.
- J. “Estimated Value” means an internal staff recommendation that is based on market analysis.
- K. “Lease” means an agreement granting or receiving an exclusive right of possession of real property for a certain limited period of time in exchange for the Consideration provided in the agreement.
- L. “License” means a privilege to use real property by license or other similar agreement.
- M. “Real Property” means interests, benefits, and rights inherent in the ownership of real estate, and includes all land, buildings, site improvements and other property rights owned by, or granted to and by, the Agency.

- N. “T-Hangar Agreement” means an agreement for rental of a T-Hangar space at the St. Louis Downtown Airport not to exceed a term of one year, with annual rental not to exceed [\$5,000].
- O. “Temporary Construction Easement” means a temporary right to perform construction activities on Agency real property or on the real property of another party that is granted by easement, license, or permit.
- P. “Tiedown Agreement” means an agreement for rental of an aircraft tiedown space at the St. Louis Downtown Airport not to exceed a term of one year, with annual rental not to exceed the sum of [\$1,000].
- Q. “Utility Easement” means a routine public utility easement, license or permit requested on Agency real property, or on the real property of another party for the benefit of the Agency.

**Section 40.020 Real Property Acquisition** (revised 01/27/12)

A. Authorization

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

**Section 40.030 Real Property Disposition** (revised 01/27/12)

A. Authorization

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

**Section 40.040 Real Property Leasing** (revised 01/27/12)

A. Policy

1. Determination of Property Status. Prior to any lease of the Agency's real property, the Agency shall ensure that the property subject to the proposed lease is not needed for Agency purposes in accordance with Section 40.050.
2. Rate of Return. The Agency shall obtain a fair market rate of return on any Agency-owned real property that is subject to lease, and shall negotiate terms and conditions that will continue to sustain a fair rate of return by means of rent review, consumer price index adjustments, reappraisals, or the application of percentage rents to grow income. The rate of return shall be based upon the highest rate commensurate with the designated public use. Rental rates shall be established based upon a current appraisal, comparative studies, or past rents received.
3. Selection of Lessee. Lease proposals shall be evaluated in terms of the consideration offered in the form of rent, or in the form of value provided through goods or services; Lessee's financial capability; Lessee's expertise regarding the development and operation of the proposed leasehold; the nature of the proposed development; and any special public benefits to be derived.

B. Authorization

1. The Board of Commissioners shall approve leases in which (a) the Agency is the lessor or landlord and the consideration for the lease is estimated to exceed \$250,000 in any year during the term of the lease; or (b) the Agency is the lessee or tenant and the consideration for the lease is estimated to exceed \$250,000 in any year during the term of the lease.
2. The President & CEO is authorized to approve leases in which (a) the Agency is the lessor or landlord and the consideration for the lease is estimated to be up to \$250,000 in any year during the term of the lease; or (b) the Agency is the lessee or tenant and the consideration for the lease is estimated to be up to \$250,000 in any year during the term of the lease.
3. The Vice President of Economic Development is authorized to approve leases in which (a) the Agency is the lessor or landlord and the consideration for the lease is estimated to be a maximum of \$100,000 or less in any year during the term of the lease; or (b) the Agency is the lessee or tenant and the consideration for the lease is estimated to be a maximum of \$100,000 or less in any year during the term of the lease.

**Section 40.050 Declaration of Surplus Property (revised 01/27/12)**

The President & CEO, in conjunction with the Agency's Real Estate Department shall review all Agency real property to determine the appropriate use of each property, and shall

annually submit a report to the Board of Commissioners for its approval detailing all Agency property or properties that are not required for Agency purposes and may therefore be declared to be surplus and subject to sale, lease, or the grant of other property rights.

#### **Section 40.060            Other Real Property Transactions (revised 01/27/12)**

##### **A.    Policy**

1. The Board of Commissioners shall approve an easement or a license where the consideration for such is estimated to exceed \$250,000.
2. The President & CEO is authorized to approve an easement or a license where the consideration for such is estimated at up to \$250,000.
3. The Vice President of Economic Development is authorized to approve an easement or a license where the consideration is estimated to be \$100,000 or less.
4. The President & CEO is authorized to approve all Utility Easements and Temporary Construction Easements.
5. The St. Louis Downtown Airport Director is authorized to approve all T-Hangar and Tiedown Agreements and Airport Utility Easements.

#### **Section 40.070            Economic Development**

##### **A.    Definitions**

1.        “Economic Development Program” is a term that encompasses both Joint Development initiatives and Transit Oriented Development projects.
2.        “Joint Development” means an income-producing activity with a transit nexus related to a real property asset. Joint Development projects are commercial, residential, industrial, or mixed-use developments that are induced by, or enhance the effectiveness of, transit projects. Joint Development projects may include private, for-profit, as well as non-profit development activities. In lieu of income, the Agency may accept an equivalent value of goods and/or services including, but not limited to, capital improvements, information services, site maintenance, or other property rights.
3.        “Transit Oriented Development” (“TOD”) means any activity that capitalizes on the investment in public transit that may result in increased ridership, and that creates a critical link between transit and adjacent land uses. TOD has three fundamental characteristics: a mix of moderate to high

intensity land uses; a physical or functional connection to the transit system; and design features that reinforce pedestrian relationships and scale.

B. Policy. It is the policy of the Agency to encourage Joint Development and Transit Oriented Development. It is further the policy of the Agency to promote public/private partnerships that:

1. Offer economic benefits to the parties;
2. Enhance the quality of life for citizens in the region;
3. Increase public and private employment opportunities;
4. Create new investment opportunities;
5. Enhance the accessibility of Agency services;
6. Increase the aesthetic quality of Agency facilities and/or access thereto;
7. Provide appropriate services for the convenience of Agency customers;
8. Complement land use plans of affected jurisdictions;
9. Generate revenues;
10. Support development of community consensus relating to regional goals and objectives; and
11. Expand Agency operations and services.

C. Opportunities. In pursuit of Economic Development opportunities, it is also the policy of the Agency to:

1. Respect the confidentiality of information supplied in developer proposals;
2. Act on all proposals with expedience;
3. Provide adequate assurance that public benefits are optimized;
4. Promote competition wherever warranted;
5. Negotiate in good faith;
6. Provide public disclosure whenever it does not harm the interests of the Agency or the proposed investors/developers or impede the effective negotiation of satisfactory terms and conditions; and
7. Provide a fair and equitable agreement by and between the parties.

D. Negotiated Private Sector Investments. In the matter of negotiated private sector investments, it is further the policy of the Agency to:

1. Encourage and promote opportunities for private sector contributions toward aesthetic and operational enhancement of Agency facilities and systems;
2. Publicly recognize the party donating enhancements, commensurate with the donation;
3. Within budget and schedule constraints, provide designs of facilities and systems that are adaptable to responsible enhancement opportunities; and
4. Evaluate opportunities with regard to impacts on public, customer and employee safety, security and comfort.

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

**Chapter 40 Real Property/Economic Development (revised 10/22/10, ~~and~~ 01/27/12 and 04/23/2021)**

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**Section 40.000      Introduction**

A.        Purpose. The purpose of this Policy is to establish the procedures by which the Agency may acquire, dispose of, lease, and/or grant other rights related to real property, and to encourage economic development with a transit nexus. Any transaction subject to this Policy that involves real property of the Agency in which there is a federal, state or local monetary interest shall comply with the applicable laws, regulations and guidelines of the applicable governmental entity or entities.

**Section 40.010      Definitions**

- A. “Acquisition” means a conveyance of real property to the Agency.
- B. “Airport Utility Easement” is a public utility easement granted by the Agency for the provision of gas and electric service at the St Louis Downtown Airport.
- C. “Amendment” means any agreement that modifies, changes, amends or alters any of the terms of an existing agreement.

- D. “Appraisal” means a written statement, independently and impartially prepared by a qualified appraiser, setting forth an opinion of the defined value of an adequately described parcel of real property as of a specific date that is supported by the presentation and analysis of relevant market information, and that complies with the criteria required by the Uniform Relocation Assistance and Real Property Acquisition of Federal and Federally-Assisted Programs.
- E. “Appraised Value” means the value established by an Appraisal.
- F. “Competitive Process” means the solicitation of competitive bids, requests for property, direct advertising, exposure through real property services, posting the property, or any other appropriate means.
- G. “Consideration” means payment of money, or other goods or services of value that include, but are not limited to, improvements, maintenance, or other property rights or services.
- H. “Disposition” means a conveyance of real property by the Agency.
- I. “Easement” means a non-possessory interest right in real property, excluding utility easements and temporary construction easements.
- J. “Estimated Value” means an internal staff recommendation that is based on market analysis.
- K. “Lease” means an agreement granting or receiving an exclusive right of possession of real property for a certain limited period of time in exchange for the Consideration provided in the agreement.
- L. “License” means a privilege to use real property by license or other similar agreement.
- M. “Real Property” means interests, benefits, and rights inherent in the ownership of real estate, and includes all land, buildings, site improvements, communications towers, fences and other property rights owned by, or granted to and by, the Agency.

N. “Surplus Property” means that real property or properties are no longer required for Agency purposes.

N.O. “T-Hangar Agreement” means an agreement for rental of a T-Hangar space at the St. Louis Downtown Airport not to exceed a term of one year, with annual rental not to exceed [\$5,000].

O.P. “Temporary Construction Easement” means a temporary right to perform construction activities on Agency real property or on the real property of another party that is granted by easement, license, or permit.

P.Q. “Tiedown Agreement” means an agreement for rental of an aircraft tiedown space at the St. Louis Downtown Airport not to exceed a term of one year, with annual rental not to exceed the sum of [\$1,000].

Q.R. “Utility Easement” means a routine public or private utility easement, license or permit requested on Agency real property, or on the real property of another party for the benefit of the Agency.

#### **Section 40.020 Real Property Acquisition (revised 01/27/12)**

##### **A. Authorization**

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

#### **Section 40.030 Real Property Disposition (revised 04/27/12)**

##### **A. Authorization**

1. Where the appraised value of real property exceeds \$250,000, only tThe Board of Commissioners may~~shall~~ declare such property surplus and approve any disposition of the real property. ~~where the appraised value exceeds \$250,000.~~
2. Where the appraised value of real property is \$250,000 or less, tThe President & CEO is authorized to declare such property surplus and approve any disposition of the real property. ~~where the appraised value is \$250,000 or less.~~

3. Where the appraised value of real property is \$100,000 or less, the Vice President of Economic Development is authorized to declare such property surplus and approve any disposition of the real property. ~~where the estimated value is \$100,000 or less.~~

**Section 40.040      Real Property Leasing (revised 01/27/12)**

A. Policy

1. Determination of Property Status. Prior to any lease of the Agency's real property, the Agency shall ensure that the property subject to the propose lease is not needed for Agency purposes in accordance with Section 40.050.
2. Rate of Return. The Agency shall obtain a fair market rate of return on any Agency-owned real property that is subject to lease, and shall negotiate terms and conditions that will continue to sustain a fair rate of return by means of rent review, consumer price index adjustments, reappraisals, or the application of percentage rents to grow income. The rate of return shall be based upon the highest rate commensurate with the designated public use. Rental rates shall be established based upon a current appraisal, comparative studies, or past rents received.
3. Selection of Lessee. Lease proposals shall be evaluated in terms of the consideration offered in the form of rent, or in the form of value provided through goods or services; Lessee's financial capability; Lessee's expertise regarding the development and operation of the proposed leasehold; the nature of the proposed development; and any special public benefits to be derived.

B. Authorization

1. The Board of Commissioners shall approve leases in which (a) the Agency is the lessor or landlord and the consideration for the lease is estimated to exceed \$250,000 in any year during the term of the lease; or (b) the Agency is the lessee or tenant and the consideration for the lease is estimated to exceed \$250,000 in any year during the term of the lease.
2. The President & CEO is authorized to approve leases in which (a) the Agency is the lessor or landlord and the consideration for the lease is estimated to be up to \$250,000 in any year during the term of the lease; or (b) the Agency is the lessee or tenant and the consideration for the lease is estimated to be up to \$250,000 in any year during the term of the lease.
3. The Vice President of Economic Development is authorized to approve leases in which (a) the Agency is the lessor or landlord and the consideration for the lease is estimated to be a maximum of \$100,000 or less in any year during the term of the lease; or (b) the Agency is the lessee or tenant and the consideration for the lease is estimated to be a maximum of \$100,000 or less in any year during the term of the lease.

## Section 40.050

## Declaration of Surplus Property (revised 04/23/21)

Agency properties may be declared surplus if they are not required for Agency purposes and may therefore be declared to be surplus and subject to sale, lease or the grant of other property rights. As provided in Section 40.030, the Board of Commissioners shall approve any disposition of real property where the appraised value exceeds \$250,000. For all other surplus property, the  
~~The President & CEO, in conjunction with the Agency's Real Estate Department, shall submit an annual report for informational purposes to the Board of Commissioners of all Agency properties not required for Agency use and which have been deemed surplus and either subject to sale, lease, or grant of other property rights, or already properly disposed of according to this Chapter. review all Agency real property to determine the appropriate use of each property shall annually submit a report to the Board of Commissioners for its approval detailing all Agency property or properties that are not required for Agency purposes and may therefore be declared to be surplus and subject to sale, lease, or the grant of other property rights.~~

## Section 40.060

## Other Real Property Transactions (revised 01/27/12 04/23/21)

### A. Policy

1. The Board of Commissioners shall approve an easement or a license where the consideration for such is estimated to exceed \$250,000.
2. The President & CEO is authorized to approve an easement or a license where the consideration for such is estimated at up to \$250,000.
3. The Vice President of Economic Development is authorized to approve an easement or a license where the consideration is estimated to be \$100,000 or less.
4. The ~~President & CEO~~ Vice President of Economic Development is authorized to approve all Utility Easements and Temporary Construction Easements where the consideration is estimated to be \$100,000 or less.
5. The St. Louis Downtown Airport Director is authorized to approve all T-Hangar and Tiedown Agreements and Airport Utility Easements.

## Section 40.070

## Economic Development

### A. Definitions

1. "Economic Development Program" is a term that encompasses both Joint Development initiatives and Transit Oriented Development projects.
2. "Joint Development" means an income-producing activity with a transit nexus related to a real property asset. Joint Development projects are commercial, residential, industrial, or mixed-use developments that are induced by, or enhance the effectiveness of, transit projects. Joint Development projects may include private, for-profit, as well as non-profit development activities. In lieu of income, the Agency may accept an equivalent

value of goods and/or services including, but not limited to, capital improvements, information services, site maintenance, or other property rights.

3. “Transit Oriented Development” (“TOD”) means any activity that capitalizes on the investment in public transit that may result in increased ridership, and that creates a critical link between transit and adjacent land uses. TOD has three fundamental characteristics: a mix of moderate to high intensity land uses; a physical or functional connection to the transit system; and design features that reinforce pedestrian relationships and scale.

B. Policy. It is the policy of the Agency to encourage Joint Development and Transit Oriented Development. It is further the policy of the Agency to promote public/private partnerships that:

1. Offer economic benefits to the parties;
2. Enhance the quality of life for citizens in the region;
3. Increase public and private employment opportunities;
4. Create new investment opportunities;
5. Enhance the accessibility of Agency services;
6. Increase the aesthetic quality of Agency facilities and/or access thereto;
7. Provide appropriate services for the convenience of Agency customers;
8. Complement land use plans of affected jurisdictions;
9. Generate revenues;
10. Support development of community consensus relating to regional goals and objectives; and
11. Expand Agency operations and services.

C. Opportunities. In pursuit of Economic Development opportunities, it is also the policy of the Agency to:

1. Respect the confidentiality of information supplied in developer proposals;
2. Act on all proposals with expedience;
3. Provide adequate assurance that public benefits are optimized;
4. Promote competition wherever warranted;
5. Negotiate in good faith;
6. Provide public disclosure whenever it does not harm the interests of the Agency or the proposed investors/developers or impede the effective negotiation of satisfactory terms and conditions; and
0. Provide a fair and equitable agreement by and between the parties.

D. Negotiated Private Sector Investments. In the matter of negotiated private sector investments, it is further the policy of the Agency to:

1. Encourage and promote opportunities for private sector contributions toward aesthetic and operational enhancement of Agency facilities and systems;

- ~~1.2.~~ Publicly recognize the party donating enhancements, commensurate with the donation;
- ~~2.3.~~ Within budget and schedule constraints, provide designs of facilities and systems that are adaptable to responsible enhancement opportunities; and
- ~~4.~~ Evaluate opportunities with regard to impacts on public, customer and employee safety, security and comfort.

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

**Chapter 40 Real Property/Economic Development (revised 10/22/10, 01/27/12 and 04/23/2021)**

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**Section 40.000      Introduction**

A.        Purpose. The purpose of this Policy is to establish the procedures by which the Agency may acquire, dispose of, lease, and/or grant other rights related to real property, and to encourage economic development with a transit nexus. Any transaction subject to this Policy that involves real property of the Agency in which there is a federal, state or local monetary interest shall comply with the applicable laws, regulations and guidelines of the applicable governmental entity or entities.

**Section 40.010      Definitions**

- A. “Acquisition” means a conveyance of real property to the Agency.
- B. “Airport Utility Easement” is a public utility easement granted by the Agency for the provision of gas and electric service at the St Louis Downtown Airport.
- C. “Amendment” means any agreement that modifies, changes, amends or alters any of the terms of an existing agreement.

- D. “Appraisal” means a written statement, independently and impartially prepared by a qualified appraiser, setting forth an opinion of the defined value of an adequately described parcel of real property as of a specific date that is supported by the presentation and analysis of relevant market information, and that complies with the criteria required by the Uniform Relocation Assistance and Real Property Acquisition of Federal and Federally-Assisted Programs.
- E. “Appraised Value” means the value established by an Appraisal.
- F. “Competitive Process” means the solicitation of competitive bids, requests for property, direct advertising, exposure through real property services, posting the property, or any other appropriate means.
- G. “Consideration” means payment of money, or other goods or services of value that include, but are not limited to, improvements, maintenance, or other property rights or services.
- H. “Disposition” means a conveyance of real property by the Agency.
- I. “Easement” means a non-possessory interest right in real property, excluding utility easements and temporary construction easements.
- J. “Estimated Value” means an internal staff recommendation that is based on market analysis.
- K. “Lease” means an agreement granting or receiving an exclusive right of possession of real property for a certain limited period of time in exchange for the Consideration provided in the agreement.
- L. “License” means a privilege to use real property by license or other similar agreement.
- M. “Real Property” means interests, benefits, and rights inherent in the ownership of real estate, and includes all land, buildings, site improvements, communications towers, fences and other property rights owned by, or granted to and by, the Agency.

- N. “Surplus Property” means that real property or properties are no longer required for Agency purposes.
- O. “T-Hangar Agreement” means an agreement for rental of a T-Hangar space at the St. Louis Downtown Airport not to exceed a term of one year, with annual rental not to exceed [\$5,000].
- P. “Temporary Construction Easement” means a temporary right to perform construction activities on Agency real property or on the real property of another party that is granted by easement, license, or permit.
- Q. “Tiedown Agreement” means an agreement for rental of an aircraft tiedown space at the St. Louis Downtown Airport not to exceed a term of one year, with annual rental not to exceed the sum of [\$1,000].
- R. “Utility Easement” means a routine public or private utility easement, license or permit requested on Agency real property, or on the real property of another party for the benefit of the Agency.

**Section 40.020                      Real Property Acquisition** (revised 01/27/12)

A.    Authorization

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

**Section 40.030                      Real Property Disposition** (revised 04/23/21)

A.    Authorization

1. Where the appraised value of real property exceeds \$250,000, only the Board of Commissioners may declare such property surplus and approve any disposition of the real property.
2. Where the appraised value of real property is \$250,000 or less, the President & CEO is authorized to declare such property surplus and approve any disposition of the real property.

3. Where the appraised value of real property is \$100,000 or less, the Vice President of Economic Development is authorized to declare such property surplus and approve any disposition of the real property.

**Section 40.040      Real Property Leasing** (revised 01/27/12)

A. Policy

1. Determination of Property Status. Prior to any lease of the Agency's real property, the Agency shall ensure that the property subject to the propose lease is not needed for Agency purposes in accordance with Section 40.050.
2. Rate of Return. The Agency shall obtain a fair market rate of return on any Agency-owned real property that is subject to lease, and shall negotiate terms and conditions that will continue to sustain a fair rate of return by means of rent review, consumer price index adjustments, reappraisals, or the application of percentage rents to grow income. The rate of return shall be based upon the highest rate commensurate with the designated public use. Rental rates shall be established based upon a current appraisal, comparative studies, or past rents received.
3. Selection of Lessee. Lease proposals shall be evaluated in terms of the consideration offered in the form of rent, or in the form of value provided through goods or services; Lessee's financial capability; Lessee's expertise regarding the development and operation of the proposed leasehold; the nature of the proposed development; and any special public benefits to be derived.

B. Authorization

1. The Board of Commissioners shall approve leases in which (a) the Agency is the lessor or landlord and the consideration for the lease is estimated to exceed \$250,000 in any year during the term of the lease; or (b) the Agency is the lessee or tenant and the consideration for the lease is estimated to exceed \$250,000 in any year during the term of the lease.
2. The President & CEO is authorized to approve leases in which (a) the Agency is the lessor or landlord and the consideration for the lease is estimated to be up to \$250,000 in any year during the term of the lease; or (b) the Agency is the lessee or tenant and the consideration for the lease is estimated to be up to \$250,000 in any year during the term of the lease.

3. The Vice President of Economic Development is authorized to approve leases in which (a) the Agency is the lessor or landlord and the consideration for the lease is estimated to be a maximum of \$100,000 or less in any year during the term of the lease; or (b) the Agency is the lessee or tenant and the consideration for the lease is estimated to be a maximum of \$100,000 or less in any year during the term of the lease.

#### **Section 40.050 Declaration of Surplus Property (revised 04/23/21)**

Agency properties may be declared surplus if they are not required for Agency purposes and may therefore be declared to be surplus and subject to sale, lease or the grant of other property rights. As provided in Section 40.030, the Board of Commissioners shall approve any disposition of real property where the appraised value exceeds \$250,000. For all other surplus property, the President & CEO, in conjunction with the Agency's Real Estate Department, shall submit an annual report for informational purposes to the Board of Commissioners of all Agency properties not required for Agency use and which have been deemed surplus and either subject to sale, lease, or grant of other property rights, or already properly disposed of according to this Chapter.

#### **Section 40.060 Other Real Property Transactions (revised 04/23/21)**

##### **A. Policy**

1. The Board of Commissioners shall approve an easement or a license where the consideration for such is estimated to exceed \$250,000.
2. The President & CEO is authorized to approve an easement or a license where the consideration for such is estimated at up to \$250,000.
3. The Vice President of Economic Development is authorized to approve an easement or a license where the consideration is estimated to be \$100,000 or less.
4. The Vice President of Economic Development is authorized to approve all Utility Easements and Temporary Construction Easements where the consideration is estimated to be \$100,000 or less.
5. The St. Louis Downtown Airport Director is authorized to approve all T-Hangar and Tiedown Agreements and Airport Utility Easements.

#### **Section 40.070 Economic Development**

##### **A. Definitions**

1. "Economic Development Program" is a term that encompasses both Joint Development initiatives and Transit Oriented Development projects.

2. “Joint Development” means an income-producing activity with a transit nexus related to a real property asset. Joint Development projects are commercial, residential, industrial, or mixed-use developments that are induced by, or enhance the effectiveness of, transit projects. Joint Development projects may include private, for-profit, as well as non-profit development activities. In lieu of income, the Agency may accept an equivalent value of goods and/or services including, but not limited to, capital improvements, information services, site maintenance, or other property rights.
3. “Transit Oriented Development” (“TOD”) means any activity that capitalizes on the investment in public transit that may result in increased ridership, and that creates a critical link between transit and adjacent land uses. TOD has three fundamental characteristics: a mix of moderate to high intensity land uses; a physical or functional connection to the transit system; and design features that reinforce pedestrian relationships and scale.

B. Policy. It is the policy of the Agency to encourage Joint Development and Transit Oriented Development. It is further the policy of the Agency to promote public/private partnerships that:

1. Offer economic benefits to the parties;
2. Enhance the quality of life for citizens in the region;
3. Increase public and private employment opportunities;
4. Create new investment opportunities;
5. Enhance the accessibility of Agency services;
6. Increase the aesthetic quality of Agency facilities and/or access thereto;
7. Provide appropriate services for the convenience of Agency customers;
8. Complement land use plans of affected jurisdictions;
9. Generate revenues;
10. Support development of community consensus relating to regional goals and objectives; and
11. Expand Agency operations and services.

C. Opportunities. In pursuit of Economic Development opportunities, it is also the policy of the Agency to:

1. Respect the confidentiality of information supplied in developer proposals;
2. Act on all proposals with expedience;
3. Provide adequate assurance that public benefits are optimized;
4. Promote competition wherever warranted;
5. Negotiate in good faith;
6. Provide public disclosure whenever it does not harm the interests of the Agency or the proposed investors/developers or impede the effective negotiation of satisfactory terms and conditions; and
7. Provide a fair and equitable agreement by and between the parties.

D. Negotiated Private Sector Investments. In the matter of negotiated private sector investments, it is further the policy of the Agency to:

1. Encourage and promote opportunities for private sector contributions toward aesthetic and operational enhancement of Agency facilities and systems;
2. Publicly recognize the party donating enhancements, commensurate with the donation;
3. Within budget and schedule constraints, provide designs of facilities and systems that are adaptable to responsible enhancement opportunities; and
4. Evaluate opportunities with regard to impacts on public, customer and employee safety, security and comfort.

**Bi-State Development Agency  
Operations Committee  
Open Session Agenda Item  
April 8, 2021**

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**From:** Jessica Mefford-Miller, Executive Director – Metro Transit  
**Subject:** **Memorandum of Agreement (MOA) with St. Louis County Regarding Compliance with COVID-19 Vaccination Dispensing Guidelines**  
**Disposition:** Approval  
**Presentation:** Jessica Mefford-Miller, Executive Director - Metro Transit; Steve Berry, General Manager – System Safety, Security & Emergency Management, David Toben, Director of Benefits

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**Objective:**

To present to the Operations Committee, for consideration and recommendation to the Board of Commissioners for approval, a request to enter into a supplemental Intergovernmental Agreement between Bi-State Development (**BSD**) and St. Louis County (**the County**) in support of a previously approved MOA on Mass Prophylaxis Dispensing.

**Background:**

The Board of Commissioners approved, at the January 14, 2021 meeting, an MOA that would authorize both the City of St. Louis and the County to request medications according to the number of individuals identified by BSD, and for BSD to be eligible to receive those medications as a closed point of dispensing [**POD**]. The previously approved agreement with the County (see Attachment 1) supports vaccine delivery for a number of purposes; however, was intended to prepare for the distribution of the COVID-19 vaccine for BSD team members.

**Analysis:**

The St. Louis County Health Department has advised BSD management that they are now able to distribute COVID-19 vaccine for dispensing to BSD team members, but require a supplemental Agreement to be executed that ensures compliance with CDC COVID-19 vaccination program provider agreements, compliance with manufacturer instructions and all applicable laws regarding qualified vaccinators. (See Attachment 2.)

**Committee Action Requested:**

Management recommends that the Committee accept, and forward to the Board of Commissioners for approval, this request to authorize the President & CEO to enter into this supplemental agreement with St. Louis County, for the purpose of expediting delivery of the COVID-19 vaccine to BSD team members.

**Attachments:**

1. St. Louis County MOA Regarding Mass Prophylaxis Dispensing
2. Supplemental Bi-State Development MAA Draft

**Funding Source:**

Funding for administration and delivery costs incurred by BSD associated with delivery of the COVID-19 vaccine would be supported by CARES funding.

*No Board Policy applies; however, 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.*



## **Memorandum of Agreement (MOA) Regarding Mass Prophylaxis Dispensing**

This Memorandum of Agreement (“Agreement”) is entered into upon the date of execution by and between The Bi-State Development Agency of the Missouri-Illinois Metropolitan District (“Provider”) and Saint Louis County on behalf of its Department of Public Health (“County”), to collaborate and support mass prophylaxis of a designated population affected by a disaster or public health emergency.

WHEREAS, the Centers for Disease Control and Prevention (CDC) has established the Cities Readiness Initiative (CRI) program to assist certain metropolitan areas in the event of a catastrophic biological incident or communicable disease threat; and

WHEREAS, the CDC, through the Missouri Department of Health and Senior Services (MODHSS), will provide a portion of the Strategic National Stockpile (SNS), which includes medications and medical supplies, to Saint Louis County Department of Public Health for Saint Louis County, MO; and

WHEREAS, the County approves the transfer of a pre-determined quantity of the aforementioned medication to the Closed PODs; and

WHEREAS, the County wishes to collaborate with Provider with respect to the Closed POD at the Provider’s site to enhance its ability to respond to a catastrophic biological incident or other communicable disease threat; and

WHEREAS, Ordinance 27,855 (2020) authorizes the County Executive on behalf of St. Louis County to execute such Agreement with the Provider.

NOW THEREFORE, the parties hereto agree as follows:

### **I. The Provider Agrees:**

- a. To request medications according to the number of individuals identified by Provider as eligible to receive medications at the Provider’s Closed POD.
- b. To receive delivery of the SNS medications from the County courier, to secure said medications, and prepare the site designated by the Provider as a Closed POD for dispensing of the medications.

- c. To assume responsibility for dispensing medications to those individuals identified by Provider as eligible to receive medications and to dispense the medications using the Provider's trained staff at a site chosen by the Provider. County does not assume any liability for Provider's actions to dispense medications at Provider's Closed POD site.
- d. To dispense medications under the supervision of licensed medical personnel.
- e. To provide training and education to all Provider staff that will be utilized in dispensing operations, as needed.
- f. To not charge individuals for medications or administration of medications that have been provided through this Agreement, except as permitted by the State of Missouri or the CDC.
- g. To participate in County sponsored dispensing training/education opportunities if available.
- h. To provide emergency point of contact information to ensure timely notification of the Provider in the event of a public health emergency.
- i. To maintain accurate records (inventory) of medications dispensed and then provide those to County upon request.
- j. To secure any unused medications until a time County can make arrangements for retrieval.
- k. To compile and file an after-action report with the County, identifying shortfalls and accomplishments of the operation if requested.

**II. The County Agrees:**

- a. To provide mass prophylaxis training/education opportunities to identified staff of the Provider, as needed.
- b. To provide pre-event planning and technical assistance, including supply lists, fact sheets, etc.
- c. To conditionally ensure availability of the appropriate amount of medications in a reasonable, timely manner. At the time of the event, County will give Provider depot location and collection hours.
- d. To coordinate with the Provider as outlined in the Saint Louis County Department of Public Health Emergency Plan to the best of their ability.
- e. To supply the Provider with releasable information regarding the public health emergency situation.

- f. To give the Provider consultation and assistance as needed for the given public health emergency.
- g. To make arrangements to collect any unused medications as well as records (inventory) of medications dispensed.
- h. To provide after-action consultation to the Provider.

**III. It Is Mutually Agreed That:**

- a. Provider is not a HIPAA covered entity for purposes of the activities conducted pursuant to this Agreement. Notwithstanding, Provider will maintain the confidentiality of patients and patient information at all times.
- b. The term of this Agreement shall be from execution through June 30, 2023.
- c. This Agreement can be amended by mutual agreement in writing of both parties at any time and may be terminated by either party upon 60 days' notice in writing to the other party.
- d. This Agreement will not supersede any laws, rules or policies of either party.
- e. This Agreement will go into effect only at the request and direction of the County.
- f. The Provider will be considered a "Closed POD" in that it will not dispense medications to the general public.
- g. The Provider will follow the dispensing directives of the County when dispensing medications pursuant to this Agreement.
- h. Provider acknowledges that County does not train non-medical staff to dispense vaccinations. Provider agrees that, if County provides vaccine doses to Provider to dispense to its employees and their dependents, the Provider will be responsible for (i) utilizing its internal licensed and trained medical staff and/or (ii) contracting, utilizing, and compensating (if required) licensed and trained third party(s), to dispense vaccinations. The Provider will also ensure that the proper vaccine storage and cold-chain requirements are met.
- i. It is understood the Provider's participation is completely voluntary and may not be available/utilized at the time of the event. If so, the Provider would not be considered a Closed POD and their staff and/or specific groups would be required to attend a public or open POD operated by the County and not receive any preferential treatment.
- j. The Provider shall in no instance be liable for costs associated with the Mass Prophylaxis Dispensing or for providing funding.

Bi-State Development Agency of the  
Missouri-Illinois Metropolitan District

Date: 1/19/21  
By: [Signature]  
Name Taulby Roach  
Title President and CEO

I, Taulby Roach, affirm that I am the President and CEO of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District, and that I signed this Contract on behalf of said Agency, by authority of its Board of Commissioners, and that I acknowledged this Contract to be the free act and deed of the said Agency.

St. Louis County Ordinance No. 27,855 (2020)

Date Executed by the County: \_\_\_\_\_

ST. LOUIS COUNTY, MISSOURI

By \_\_\_\_\_  
County Executive

Attest:

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

Approved:

\_\_\_\_\_  
Director, Department of Public Health

Approved as to Legal Form:

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

I hereby certify that unencumbered balances sufficient to pay the contract sum herein remain in the appropriation account against which this obligation is to be charged.

---

Accounting Officer

Legal Review: \_\_\_\_\_

Fiscal Review: \_\_\_\_\_

## **ATTACHMENT A DEFINITIONS**

Point of Dispensing (POD): a place where a vaccine, antibiotic or other medication is dispensed quickly to a large group of people.

Closed POD (sometimes called a Private POD): A dispensing site location operated by a private business for a specific population (e.g., nursing home patients) and not open to the general public.

Provider: The private business willing to operate a Closed POD at its site.

Strategic National Stockpile (SNS): A strategic stockpile of medications, medical equipment and supplies controlled by the federal government to be rapidly deployed to respond to public health disasters and communicable disease threats.

## AGREEMENT

This Agreement (“Agreement”) is by and between Bi-State Development Agency of the Missouri-Illinois Metropolitan District (“Bi-State”) and St. Louis County.

WHEREAS, on March 13, 2020, the St. Louis County Executive declared a State of Emergency in St. Louis County due to the significant risk posed to the health, safety, and wellbeing of the people of St. Louis County that is presented by COVID-19 (“State of Emergency”); and

WHEREAS, Bi-State desires to coordinate with St. Louis County to provide public health resources for management of the public health emergency as described herein; and

WHEREAS, St. Louis County will receive vaccine supplies through the Centers for Disease Control (“CDC”) and the state of Missouri (“State”) and St. Louis County is willing and able to provide access to such public health resource to Bi-State for distribution; and

WHEREAS, the Director of the St. Louis County Department of Public Health has determined that St. Louis County’s public health services will be adequate to manage the public health emergency within St. Louis County; and

WHEREAS, the Director of the St. Louis County Department of Public Health, on behalf of St. Louis County, Missouri is authorized by Section 602.500 SLCRO to enter contracts with municipalities and political subdivisions of the State of Missouri for the services of public health service providers and the use of public health resources during public emergencies; and

WHEREAS, Bi-State’s Board of Commissioners authorizes its President and CEO to execute this Agreement on behalf Bi-State and

NOW, THEREFORE, in consideration of the promises and covenants herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Services:** St. Louis County shall provide Bi-State with COVID-19 vaccine and all required policies and procedures for distributing COVID-19 vaccinations. The applicable policies and procedures for distributing COVID-19 vaccinations are defined in Exhibit A, attached and incorporated herein, and may be changed or amended as necessary to facilitate distribution of COVID-19 vaccine as determined by DPH.
2. **Compliance with CDC COVID-19 Vaccination Program Provider Agreement:** Bi-State shall require any contractor providing vaccinations of the vaccine provided to it by St. Louis County to sign and comply with all conditions in the applicable CDC COVID-19 Vaccination Program Provider Agreement, including the CDC COVID-19 Vaccine Redistribution Agreement and the CDC COVID-19 Vaccination Provider Profile Information form (Section B of the CDC COVID-19 Vaccination Program Provider Agreement).
3. **Compliance with Manufacturer Instructions:** Bi-State agrees to require any contractor providing vaccinations of the vaccine provided to it by St. Louis County to comply with vaccine manufacturer instructions on cold chain management and CDC guidance in CDC’s Vaccine Storage and Handling Toolkit provided at <https://www.cdc.gov/vaccines/hcp/admin/storage-handling.html>.
4. **Compliance with all applicable laws regarding qualified vaccinators:** Bi-State agrees to comply, and require any contractor providing vaccinations of the vaccine provided to it by St. Louis County to comply with all state and federal laws regarding qualifications for vaccinators, including Missouri’s Standing Order for SARS-Co-2 Vaccine, the criteria established by the Advisory Committee on Immunization Practices (ACIP).

5. **Term:** The term of this Agreement shall be three months from execution.
6. **Amendment:** This Agreement may be amended only upon the written agreement of the parties.
7. **Governing Law:** This Agreement is made and entered into in St. Louis County, Missouri, and the laws of the State of Missouri shall govern the construction of this contract and any action or causes of action arising out of this Agreement. Any and all claims or causes of action arising out of this Agreement shall be litigated in the Twenty-First Judicial Circuit of the State of Missouri.
8. **Termination:** St. Louis County shall have the right to terminate this Agreement immediately in the exercise of its absolute and sole discretion, upon written notice to the Bi-State. After receipt of such notice, the Agreement shall automatically terminate without further obligation of the parties.
9. **Force Majeure:** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
10. **Notices.** All notices under this Agreement shall be addressed to the following persons:

For Bi-State

David Toben  
Director of Benefits  
Bi-State Development Agency  
211 North Broadway, Suite 700  
St. Louis, MO 63102

For County:

St. Louis County Department of Public Health  
Rebecca Smail  
rsmail@stlouisco.com

Any notice delivered shall be hand delivered, sent via Certified, Registered or First-Class mail, sent by overnight courier, or sent by email. Notice shall be deemed delivered to the locations set forth in this Agreement or as otherwise designated by the parties and received, whether actually received or not, as follows: (1) three days after being deposited in the United States Mail, postage prepaid, Certified, Registered or First-Class Mail; (2) upon execution of written receipt when hand delivered; (3) one day after being sent via overnight courier; and (4) upon the sender receiving confirmation that email transmission was completed successfully when sent via email.

11. **Counterparts.** This Agreement may be executed and delivered by each party hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute but one and the same.

IN WITNESS WHEREOF, St. Louis County and Bi-State have signed this Agreement as of the later of the dates below written

**Bi-State Development Agency of the Missouri-Illinois Metropolitan District**

I, \_\_\_\_\_, affirm that I am \_\_\_\_\_ of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District and that I signed this Agreement on behalf of said Bi-State Development Agency of the Missouri-Illinois Metropolitan District. I acknowledge this Agreement to be the free act and deed of said Bi-State Development Agency of the Missouri-Illinois Metropolitan District.

**St. Louis County, Missouri**

Date Executed by County: \_\_\_\_\_

\_\_\_\_\_  
Director, Department of Public Health

Approved as to legal form

\_\_\_\_\_  
St. Louis County Counselor

Approved:

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

# CDC Supplemental COVID-19 Vaccine Redistribution Agreement



The Centers for Disease Control and Prevention (CDC) plans to ship a minimum order size of COVID-19 vaccine, constituent products, and ancillary supplies at no cost directly to enrolled COVID-19 vaccination providers throughout the United States. The federally contracted vaccine distributor uses validated shipping procedures to maintain vaccine cold chain and minimize the likelihood of vaccine loss or damage during shipment. There may be circumstances where COVID-19 vaccine needs to be redistributed beyond the identified primary CDC ship-to sites (i.e., for orders smaller than the minimum order size or for large organizations whose vaccine is shipped to a central depot and requires redistribution to additional clinic locations). In these instances, vaccination provider organizations/facilities, third-party vendors, and other vaccination providers may be allowed to redistribute vaccine, if approved by the jurisdiction's immunization program and if validated cold-chain procedures are in place in accordance with the manufacturer's instructions and CDC's guidance on COVID-19 vaccine storage and handling. There must be a signed *CDC COVID-19 Vaccine Redistribution Agreement* for the facility/organization conducting redistribution and a fully completed *CDC COVID-19 Vaccination Provider Profile Information* form (Section B of the CDC COVID-19 Vaccination Program Provider Agreement) for each receiving vaccination location.

**The parties to this agreement are CDC and healthcare organizations, third-party vendors, and vaccination providers that redistribute COVID-19 vaccine.** CDC cannot reimburse costs of redistribution beyond the initial designated primary CDC ship-to site(s), nor for purchase of any vaccine-specific refrigerators or qualified containers. Therefore, organizations planning for redistribution of COVID-19 vaccine must carefully assess the associated risks and costs (e.g., vaccine loss due to temperature excursions, purchase of vaccine-specific portable refrigerators and/or containers) before planning this activity.

| ORGANIZATION INFORMATION                                                     |                                                   |                                                                                                           |            |
|------------------------------------------------------------------------------|---------------------------------------------------|-----------------------------------------------------------------------------------------------------------|------------|
| Organization/facility name:<br>St. Louis County Department of Public Health  |                                                   | <u>For official use only:</u> VTrckS ID: _____<br>Unique COVID-19 Organization ID (from Section A): _____ |            |
| PRIMARY ADDRESS and CONTACT INFORMATION OF COVID-19 VACCINATION ORGANIZATION |                                                   |                                                                                                           |            |
| Street: 6121 N. Hanley Rd.                                                   |                                                   |                                                                                                           |            |
| City: Berkeley                                                               | County: St. Louis                                 | State: MO                                                                                                 | ZIP: 63145 |
| Telephone: 314-615-0525                                                      |                                                   | Fax: 314-615-6435                                                                                         |            |
| RESPONSIBLE OFFICERS                                                         |                                                   |                                                                                                           |            |
| Medical Director (or Equivalent) Information                                 |                                                   |                                                                                                           |            |
| Last name Doucette                                                           | First name Emily                                  | Middle initial D.                                                                                         |            |
| Title Chief Medical Officer<br>Acting Director                               | Licensure (state and number) Missouri #2014007073 |                                                                                                           |            |
| Telephone number: 314-615-0525                                               |                                                   | Email: edoucette@stlouisco.com                                                                            |            |
| Address: 6121 N. Hanley Rd, Berkeley, MO 63134                               |                                                   |                                                                                                           |            |
| Chief Executive Officer (or Chief Fiduciary) Information                     |                                                   |                                                                                                           |            |
| Last name Schmidt                                                            | First name Spring                                 | Middle initial                                                                                            |            |
| Telephone number: 314-615-1627                                               |                                                   | Email: sschmidt@stlouisco.com                                                                             |            |
| Address: 6121 N. Hanley Rd, Berkeley, MO 63134                               |                                                   |                                                                                                           |            |

# CDC COVID-19 Vaccine Provider Agreement

| PRIMARY POINT OF CONTACT RESPONSIBLE FOR RECEIPT OF COVID-19 VACCINE (if different than medical director listed above)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Last name, first name, middle initial:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                |
| Telephone number:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Email:                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                |
| SECONDARY POINT OF CONTACT FOR RECEIPT OF COVID-19 VACCINE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                |
| Last name, first name, middle initial:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                |
| Telephone number:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Email:                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                |
| COVID-19 VACCINATION ORGANIZATION REDISTRIBUTION AGREEMENT REQUIREMENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                |
| <b><i>To redistribute COVID-19 vaccine, constituent products, and ancillary supplies to secondary sites, this organization agrees to:</i></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                |
| <b>1.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Sign and comply with all conditions as outlined in the CDC COVID-19 Vaccination Program Provider Agreement.                                                                                                                                                                                                                                                                                                                                                     |                |
| <b>2.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Ensure secondary locations receiving redistributed COVID-19 vaccine, constituent products, or ancillary supplies also sign and comply with all conditions in the CDC COVID-19 Vaccination Program Provider Agreement.                                                                                                                                                                                                                                           |                |
| <b>3.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Comply with vaccine manufacturer instructions on cold chain management and CDC guidance in CDC's Vaccine Storage and Handling Toolkit <sup>1</sup> , which will be updated to include specific COVID-19 conditions for any redistribution of COVID-19 vaccine to secondary locations.                                                                                                                                                                           |                |
| <b>4.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Document and make available any redistribution records of COVID-19 vaccine to secondary sites to jurisdiction's immunization program as requested, including dates and times of redistribution, sending and receiving locations, lot numbers, expiration dates, and numbers of doses.<br><i>Neither CDC nor state, local, or territorial health departments are responsible for any costs of redistribution or equipment to support redistribution efforts.</i> |                |
| <b><i>By signing this form, I understand this is an agreement between my Organization and CDC, implemented and maintained by my jurisdiction's immunization program. I also certify on behalf of myself, my medical practice or other legal entity with staff authorized to administer vaccines, and all the practitioners, nurses, and others associated with this Organization that I have read and agree to the COVID-19 vaccine redistribution agreement requirements listed above and understand my Organization and I are accountable for compliance with these requirements. Non-compliance with the terms of this Redistribution Agreement may result in suspension or termination from the CDC COVID-19 Vaccination Program and criminal and civil penalties under federal law, including but not limited to the False Claims Act, 31 U.S.C. § 3729 et seq., and other related federal laws, 18 U.S.C. §§ 1001, 1035, 1347, 1349.</i></b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                |
| Organization Medical Director (or Equivalent)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                |
| Last name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | First name                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Middle initial |
| Signature:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Date:          |
| Chief Executive Officer (Chief Fiduciary Role)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                |
| Last name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | First name                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Middle initial |
| Signature:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Date:          |

# Form

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<sup>1</sup> Requirements incorporated by reference; refer to <https://www.cdc.gov/vaccines/hcp/admin/storage-handling.html>

# VISION



*"Now more than ever, Metro is committed to meeting the needs of our team members, customers, and community. We are driven to deliver service that is safe, secure, and attractive. We are combining reliable performance with cutting edge programs to make Metro a mobility system of choice for residents and visitors across the St. Louis region."*

*Jessica Mefford-Miller*

Jessica Mefford-Miller  
Executive Director, Metro Transit

## METRO TRANSIT OPERATIONS UPDATE

**July-January FY21**

*Bi-State Development  
Board of Commissioners  
Operations Committee*

*March 19, 2021*

## PERFORMANCE

### Metro Transit Operations At-A-Glance



| YTD FY21<br>Performance<br>Measures                      | MetroBus<br>Fixed Route<br>+ Special<br>Services | FY21<br>vs.<br>FY20 | MetroLink                                       | FY21<br>vs.<br>FY20 | Call-A-Ride      | FY21<br>vs.<br>FY20 |
|----------------------------------------------------------|--------------------------------------------------|---------------------|-------------------------------------------------|---------------------|------------------|---------------------|
| System Ridership                                         | 6,771,600                                        | (-48%)              | 3,227,300                                       | (-57%)              | 236,700          | (-14%)              |
| Missouri                                                 | 5,944,100                                        | (-49%)              | 2,510,000                                       | (-59%)              | 236,700          | (-14%)              |
| Illinois                                                 | 827,500                                          | (-41%)              | 717,300                                         | (-50%)              |                  |                     |
| Revenue Miles                                            | 8,369,900                                        | (-22%)              | 1,628,600                                       | (-10%)              | 2,453,500        | (-14%)              |
| Revenue Hours                                            | 599,300                                          | (-25%)              | 71,400                                          | (-8%)               | 141,900          | (-11%)              |
| On-Time Performance                                      | 91.1%                                            | 0%                  | 98.3%                                           | (-0.5%)             | 96.4%            | 1.8%                |
| MetroBus + MetroLink<br>12-Month Rolling<br>Average Fare | \$0.98                                           | (-7.7%)             | Call-A-Ride<br>12-Month Rolling<br>Average Fare |                     | \$0.54           | (-83%)              |
| Financials                                               | YTD FY21<br>Actual                               |                     | YTD FY21<br>Budget                              |                     | Budget Adherence |                     |
| Expenses (Transit)                                       | \$168,541,698                                    |                     | \$183,399,953                                   |                     | (-8.1%)          |                     |
| Passenger Revenue                                        | \$10,405,153                                     |                     | \$22,866,611                                    |                     | (-55%)           |                     |
| Farebox Recovery Ratio                                   | 6.2%                                             |                     | 12.5%                                           |                     | (-51%)           |                     |

# RIDERSHIP TRENDS

## Fiscal Year Summary

**Recent Fiscal Year  
Ridership Trends vs.  
Peak Ridership Levels**  
**FY14**  **metro**

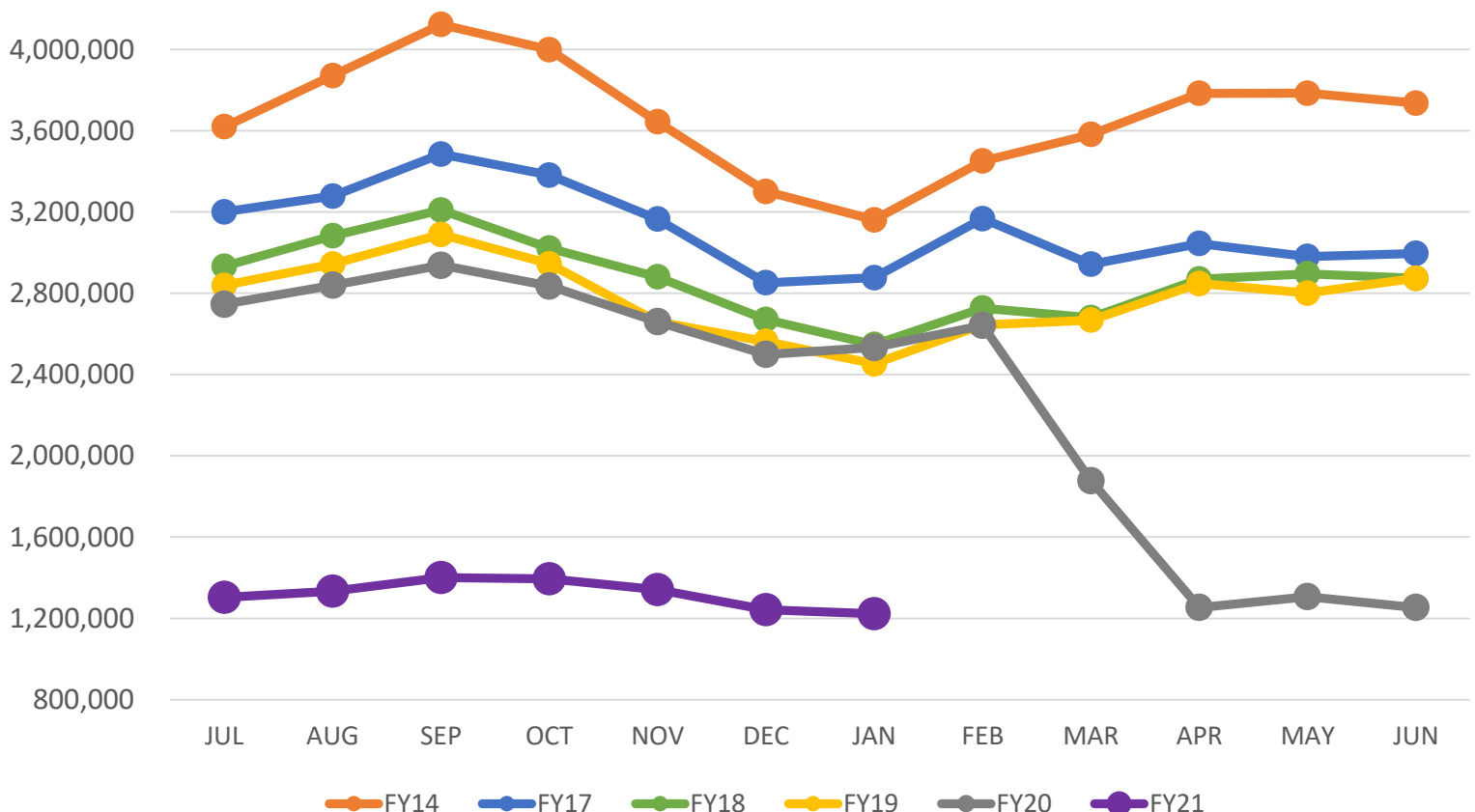
Within the context of the COVID-19 disaster response, FY21 year-to-date ridership across all modes remains stable. The year-over-year decrease in system ridership (-48%) has held through January, regardless of trends in the pandemic environment. Many of the passengers riding today are likely essential workers that rely on transit service, regardless of pandemic conditions or other external factors. This core ridership base will be fundamental moving forward in system plans for post-pandemic recovery.

While system ridership is down considerably, bus service has been reduced in kind. Revenue miles are down (-22%) and revenue hours are down (-25%). In March, Metro will restore pre-COVID Metro Reimagined service levels to the fixed-route network. While demand is not expected to return immediately, the improved service may bring a small rebound in ridership. The primary goal, however, is to provide much-needed stability for Metro employees and customers.

Passenger revenue trends are damaging, falling well below budget projections finalized prior to the onset of the pandemic by (-55%). Although transit service supply in terms of revenue miles and hours is reduced by (-8% to -25%) compared to FY20, operating costs still track close to budget (-8%) due to additional costs associated with the COVID-19 disaster response. For this reason, farebox recovery (6.2%) follows closer to passenger revenue trends with a (-6.3) percentage point decrease year-over-year, also well below budget projections by (-51%).

Conversely, fixed-route 12-month rolling average fares have fallen only by (-8%), despite reduced fares and temporary free fares on MetroBus over the 12-month period, presumably due to the current pricing structure that replaces the high-use cash fare (2-Hour Multi-Use Transfer) with (1-Ride) fares per vehicle boarding. Transfer fares typically depress the cost of each passenger boarding; whereas, a series of (1-Ride) fares maintain the standard average fare across the passenger trip. Call-a-Ride average fare has decreased significantly (-83%) due to continued free fares since March 2020.

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



## The Path to Recovery Key Takeaways

1. **Keeping our Team and Customers Safer** – Metro has operated through 12 months of emergency response to and recovery from the COVID-19 pandemic. We have implemented numerous COVID-19 mitigation strategies to protect our customers and team, and anticipate continuing many of these actions into the future.
2. **Building Back with Equitable Access** – Metro continues to center its operations and service decisions on enhancing equity, which in turn will help restore ridership and public confidence in transit.
3. **Service Stabilization** – After gradual and strategic COVID-19 response, Metro has largely resumed pre-pandemic service levels, most notably restoring consistent 15-minute weekday schedules on its highest-demand bus routes.
4. **Customer-Focused Investments** – Metro is working to deliver an excellent customer experience through its programs and partnerships.

### KEEPING TEAM MEMBERS AND CUSTOMERS SAFER

Metro is making great progress in protecting our team members, customers and community through enhancements to disinfecting programs; mask requirements and associated audits; changes to operating procedures like fare collection; adjustments to business processes including work locations and schedules; and employee vaccination. Recent additions to our COVID-19 mitigation program are highlighted below:

#### Microbe Shield

In March 2021, Metro began fogging all revenue vehicles with a new sanitizing product that offers a microbe shield. Most products only make an area germ-free until someone touches the surface and then it is no longer sanitized. That is not the case with microbe shields, including the product Metro has recently begun using. This product is applied using a fogger device, and when dry, it bonds to the surface creating a protective layer resembling microscopic pins that prevent the colonization of a broad spectrum of microorganisms, including bacteria and viruses. Use of this product adds to existing nightly cleaning and disinfecting, and replaced the need to return vehicles to operating facilities mid-day. This is an important advancement, and beginning March 15, 2021, Metro returned to a more efficient operating plan that resembles pre-pandemic service.

## Employee Vaccination

In late February, BSD hosted three employee vaccination events at the Illinois MetroBus garage in partnership with the East Side Health District and Illinois National Guard. We are delighted to provide this critical vaccine access to our employees, especially those on the front line. Subsequent events will be held throughout March to provide second doses of the Pfizer vaccine. BSD continues to encourage employee adoption of the vaccine, and is encouraging employees who have not yet vaccinated to seek out opportunities from their healthcare provider or county health department, and to join a BSD waitlist in the event additional vaccination opportunities become available.

## BUILDING BACK WITH EQUITABLE ACCESS

In Fall 2020, a restoration plan was presented to this Board to establish guiding principles and outline strategies for moving beyond the pandemic. These included: restoring public confidence and transit ridership; delivering safe, meaningful, efficient transit programs; communicating effectively with customers, stakeholders and the public; and stabilizing Metro's operating budget.

Providing safe and reliable transit service creates more equitable access to opportunity. Social and racial equity is intrinsic to Metro Transit's operations, and it drives the agency's service design and customer-facing programs. Listening to and safely transporting the customers who have continued to use transit throughout the pandemic is not only Metro's imperative, but also it will restore ridership and public confidence over time.

## Ridership Trends

Starting from the beginning of the pandemic, and continuing through the recent spikes in COVID-19 caseloads and hospitalizations in Winter 2020-21, Metro's **systemwide ridership has remained at 50% of pre-pandemic levels**. This has been a striking pattern, demonstrating that rather than ridership fluctuating with pandemic trends, instead there is a core population of Metro riders who use transit despite economic or public health crises. This core ridership base is fundamental to advancing plans for post-pandemic recovery.

Early national projections as applied to our St. Louis region would anticipate a return to pre-pandemic economic and convention activity gradually over the next few years, and so the expectation is that transit ridership would follow suit. Previous assumptions about shifting travel patterns have remained in place, with "essential workers" continuing to make daily trips for work that is required on-site, a slight shift to earlier hours in peak travel times, and unknown long-term behaviors regarding remote work. Also through a survey conducted by BSD/Metro in Fall 2020, it was identified that Black customers were three times more likely than their White counterparts to continue riding Metro during the pandemic.

## Prioritizing Essential Trips

Many of the principles that guided the 2019 *Metro Reimagined* service redesign remain instructive today. Alongside what Metro has learned about its core rider base throughout the pandemic, these principles continue to influence Metro's program of service delivery: providing frequent, more direct service; scheduling tighter connections between vehicles/modes to reduce overall travel time; matching service to community demand; improving customer experience for special markets like individuals with disabilities or those with recurrent healthcare trips. Metro continues to focus its service frequency on the corridors with highest demand and strongest retention of core ridership, and these priority routes

coincide with areas that have a denser population of Black residents, a higher instance of zero-vehicle households, and lower average household incomes.

Public transportation also plays a key role in public health and safety, as the services that Metro provides enable residents of our region to access life-saving treatments and medical protections like the COVID-19 vaccine. Recent national reporting from the CDC states that due in large part to COVID-19, average U.S. life expectancy dropped by one year during the first half of 2020 alone, but for Black Americans, life expectancy decreased by an estimated 2.7 years. By Metro Transit offering critical connections throughout Black communities in our region, it is increasing access to vaccination sites that individuals might have difficulty reaching otherwise.

## SERVICE STABILIZATION

Since March 16, 2020, **Metro Transit has executed nine schedule and service changes**, as it was necessary to augment the typical quarterly service change with interim changes in response to the COVID-19 pandemic. MetroBus Operations, MetroLink Operations, Vehicle Maintenance, Scheduling, and Service Planning were able to act together at this dynamic pace by focusing on resourceful, responsive solutions that prioritized customer and operator safety. Following the temporary reduction instituted in April 2020, which decreased service to 63% of bus and 82% of light rail pre-pandemic levels – Metro has gradually and strategically restored service according to workforce availability and market demand.

### March 2021 Service Change

With the March 2021, quarterly service change, **MetroBus resumed operating at 89% and MetroLink at 94% of the pre-pandemic levels from one year prior.** The March 2021, service change made schedule and route adjustments to 45 MetroBus routes across the system, restoring predictable daytime weekday service, and resuming consistent 15-minute frequency on the routes in highest demand. Metro has focused service frequency on the corridors and the times of day when customers are traveling the most.

This quarterly change also represents a notable shift in scheduling and operations, since recent innovations in the vehicle disinfectant program are enabling Metro to safely return to pre-pandemic scheduling practices. Returning to pre-pandemic operational efficiencies has allowed Metro to put more hours into service for customers, increasing both bus and light rail trips in the evening. For instance, MetroLink was able to resume Blue Line service between Shrewsbury Transit Center and Fairview Heights Station after 8PM seven days a week, after several months of short trips in the evening hours.

### June Service Change and Beyond

Metro plans to fully stabilize at the June 2021, service change, reaching an estimated 90% of pre-pandemic miles and hours on MetroBus, and remaining at 94% of pre-pandemic MetroLink service. Continuing with the principles of restoration in March, the June service change will focus on adjusting connections, trips, and restoring more night and weekend service.

For the June service change, Metro's intent is to implement service that will be carried through Fiscal Year 2022. This stabilized service level will reflect customer demand, anticipated future increases of economic activity and regional travel, and available operational resources. Metro continues to explore new models of service delivery, testing out travel modes that can fill geographic gaps and span of

service. Metro plans to measure success of each mode through tracking ridership, customer and stakeholder feedback, and seeking to evaluate the *value* of services provided.

### Matching Service Type to Community Demand

Metro Transit is currently piloting two different mobility-on-demand services, utilizing advanced technology platforms that allow riders to summon transportation in real time and better connect to bus and light rail options, thereby extending the coverage that Metro could otherwise provide

#### Via Metro STL

*Service utilization and performance:* In 2020 (the first six months of the Via Metro STL pilot), 12,150 total rides were completed in the two zones of St. Louis County. In January and February 2021, an additional 4,019 rides were completed.

- Via averages 90-100 daily weekday rides, with approximately 600 unique customers to date booking rides (with 60 new riders trying Via so far in 2021).
- The average customer wait time from booking their ride is between 11 and 12 minutes, with 88% of pick-ups occurring on time.
- Approximately 20% of rides are shared, with current COVID-19 safety measures limiting capacity to four passengers in the van at a time.
- Via customers gave an average Ride Rating of 4.89 out of 5

*Service and fare adjustments:* After establishing the service and allowing free rides during the early months of the pilot, Metro and Via have worked together to adjust service in both zones, extending service hours according to customer demand.

- Via Metro STL successfully overlapped with and then replaced the fixed route #101-Fenton, once customers were familiar with the microtransit service in November 2020. Completed Via rides increased by two-thirds in the month following that service change, and there was a related increase in return customers who take multiple Via rides per month.
- As of February 1, 2021, Metro began collecting fares on the Via Metro STL service. In keeping with efforts to simplify the rider experience, fares on Via are commensurate with Metro's fixed route fare structure: \$2 for a single trip within the microtransit zone, and \$3 for a Via ride + transfer to fixed route. Via also accepts a variety of Metro passes to encourage seamless transfer between modes, including monthly pass, U-Pass, 2-hour mobile ticket, and Gateway smart card as a "flash pass."

#### Next Steps:

- Metro is working with Transit app (our designated trip planner app) to integrate Via into the trip-planning tool, including showing available wheelchair accessible vehicles (**WAVs**). This will allow for smoother travel planning for customers for whom Via is an option, as well as highlight the availability of real-time accessible vehicles for customers with mobility limitations.
- Determine if Metro will exercise option years in the Via contract after June 2021, and explore adjustments to the geographic footprint and/or span of service for this microtransit pilot project.

### Lyft Metro Connect

*Service performance:* Metro's partnership with Lyft continues to provide a complement to fixed route service, with short rides that complete the "first-mile / last-mile" of a customer's transit trip.

- Ridership through November 2020 exceeds 12,000 completed trips (with over 1,500 rides in the month of November alone).
- Across any of the 23 corridors in place, each ride costs the customer \$1, and Metro will cover the additional cost up to \$12 per trip. Metro's average subsidy per trip is around \$9.55.

*Service flexibility and responsiveness:* Beyond its initial purpose to support connections to the bus and light rail network, the Lyft partnership has also enabled Metro to respond quickly to customer needs.

- For instance, Metro was able to activate emergency Lyft corridors amidst temporary bus service reductions due to COVID-19.
- Additionally Metro can provide specialized trips, such as when customers need transportation to/from their ADA eligibility assessment appointment.

#### *Next Steps:*

- Determine next phase of Metro's first-mile/last-mile pilot program, including adjustments to geography and service model; develop RFP to put out for bid.

## CUSTOMER-FOCUSED INVESTMENT UPDATES

Metro is working to deliver an excellent customer experience through its programs and partnerships, which includes projects that blend capital investments with priorities identified by Metro riders and regional stakeholders.

### Community Mobility Hubs

Through talking with customers, Metro is aware that regular riders of the fixed route system desire more safe and attractive transfer points throughout the system, mimicking the services available at transit centers but brought to the street-scale. While Metro has been focused on passenger amenities like ADA improvements and wayfinding signage in recent years, new capital projects like Community Mobility Hubs will strengthen that direction.

#### *Purpose and direction:*

The Community Mobility Hub program is a placemaking effort that is making strategic capital investments to enhance major on-street transfer points throughout the MetroBus network. This project builds on Metro's high-frequency bus network, creating a more positive and visible presence through enhanced bus stop amenities while showcasing how Metro's multi-dimensional assets can be integrated into the communities it serves.

Metro used criteria to narrow down our first phase of community mobility hubs in both the City of St. Louis and St. Louis County:

- Current and historical ridership at given intersection of routes
- Walkability and bike-friendliness
- Demographic diversity
- Proximity to housing, key commercial, health services, and future high-density development

Analysis to date has elevated roughly half a dozen hubs for further consideration. Funded by a discretionary FTA grant, these hubs will be located at intersections in the City of St. Louis and St. Louis County. A basic set of features – seating, shelter, universal access – will exist at each hub, but locations will be tailored to reflect a community’s history or highlight local priorities (like incorporating green infrastructure or featuring neighborhood institutions).

*Next Steps:*

- Receive FTA feedback on initial environmental review of locations, based on Metro staff fieldwork.
- Engage General Engineering Contractor to complete a scope of work for design services and complete renderings that show a phased approach.
- Continued engagement with regional stakeholders and coordination with local partners and landowners to outline implementation.

### Next Generation Fare Program

Metro has identified the fare collection system as a pain point for some customers, and is striving to make the experience of planning and paying for a person’s transit trip as simple and user-friendly as possible. As part of coordinated efforts to create a seamless, convenient, and straightforward customer experience, Metro is updating its Fare Program in 2021-22. Metro’s Next Generation Fare Program will play an integral role of achieving key agency goals, such as: supporting post-pandemic ridership stabilization; leading with a customer-centric approach to our operations; and prioritizing equity in the services we offer.

*Purpose and direction:*

Building on what Metro is learning through its current pilot project with Masabi and Transit App, a next generation fare collection system will include several features that differ from today’s offerings. The new Fare Program will have: 1) an electronic faring component, serving as the backbone of the program upon which mobile ticketing and an account-based tap card will sit; 2) a new farebox, likely for cash only; and 3) a new ticket vending machine, with a smaller physical footprint and simplified fare options.

The new fare program will create more options for a robust Employer Pass program, through which employers of various sizes can easily purchase and distribute transit passes to their employees through electronic methods. The program will also enable Fare Capping, so that riders who pay per ride are not charged additional fares once they incur the equivalent cost of an unlimited transit pass. Fare-capping policies create a de-facto payment plan for low-income riders, for whom it can be a burden to pay the up-front cost of an unlimited pass like a semester or monthly pass.

*Next Steps:*

- BSD/Metro staff to evaluate competitive responses to Request for Proposals for electronic faring platform and validators; staff will bring highest-qualified bidder for Board review and approval in the May/June 2021, Board meeting cycle.
- Fare price restructuring is being modeled, evaluated, and confirmed, and will be brought to the general public for comment and feedback later in 2021; Board approval for any fare change will be sought after public comment period.

## Cleaner Energy

Metro is committed to continuing to operate efficient, reliable equipment, providing our customers with a comfortable experience, and minimizing our carbon footprint. Several years ago, Metro recognized that 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 has begun to shift our fleet to electric propulsion systems.

### *Purpose and direction:*

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.

### *Next Steps:*

- Metro has received fourteen 60' battery electric buses built by New Flyer.
- Four 40' battery electric buses will be received between mid-March to mid-April.
- Charging equipment has been installed at the Brentwood MetroBus Facility, and is undergoing testing.
- Inductive charging stations have been installed at the Broadway & Taylor Transit Center, and are undergoing testing.
- Operator and mechanic training is currently underway, and is scheduled to be complete in early April.