



Board of Commissioners - Special Meeting

Open Meeting

Friday, March 24, 2023 at 9:30 AM

Virtual Meeting

211 North Broadway, 6th Floor

St. Louis, MO, 63102



Board of Commissioners - Special Meeting - March 24, 2023 at 9:30 AM

Notice of Meeting and Agenda

1. Call to Order	Approval	Chair Simmons
2. Roll Call	Quorum	M. Bennett
3. A Resolution Authorizing the Bi-State Development Agency to Plan, Design, and Develop the Northside-Southside Project, and Approving a Memorandum of Agreement with the City of St. Louis	Approval	T. Roach
A. Northside-Southside - Jefferson Alignment - MetroLink Expansion Presentation - 3		
B. Northside-Southside MOA with Exhibits A & B - 12		
C. Resolution #1262 - 25		
4. Adjournment	Approval	Chair Simmons



NS SS – Jefferson Alignment MetroLink Expansion Update

March 2023



Introduction

- MetroLink expansion has been a priority in the region's long-term planning efforts thanks to St. Louis residents repeatedly voting for propositions to fund transit investments, including approving a half-cent sales tax directly in support of North-South MetroLink
- The 5.6-mile Jefferson Alignment MetroLink corridor will:
 - Streamline travel on Jefferson Avenue, the west side of Downtown St. Louis, from Natural Bridge to Chippewa
 - Considers changes to travel preferences and new growth in the area over the last four years
 - Provides direct access to a new city growth center around Union Station and the new Major League Soccer Stadium, both in the Downtown West area, as well as serving other planned residential, shopping, and entertainment growth nearby
 - Utilizes in-street low platform light rail vehicles
 - Estimated \$850 million to build this first phase of the new line

Investing in Historically Underserved Northside Communities and Catalyzing Economic Development

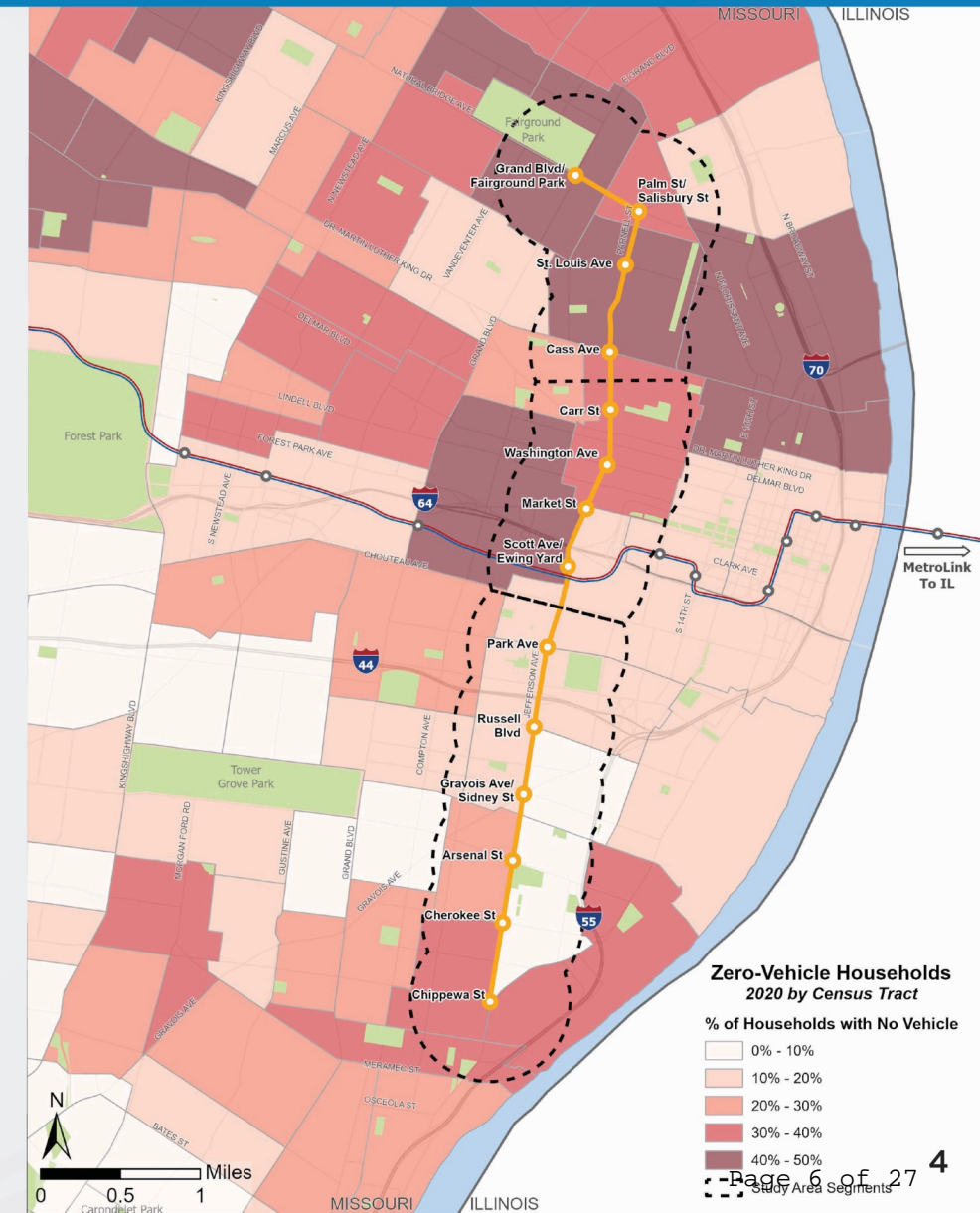
- The existing MetroLink system has experienced more than \$9 billion in transit-oriented development
- Permanent transit infrastructure can attract new investment near stations and create opportunity to improve or repair existing infrastructure
- It also fosters stable, livable neighborhoods and will serve approximately 17% of our city's affordable housing units
- Station improvements, lighting, and increased foot traffic can help improve neighborhood safety

	% Opportunity Zone	% Areas of Persistent Poverty
Total Study Corridor	39.8%	75.5%
City of St. Louis	36.4%	61.1%



Provides Transportation Options Where Most Needed

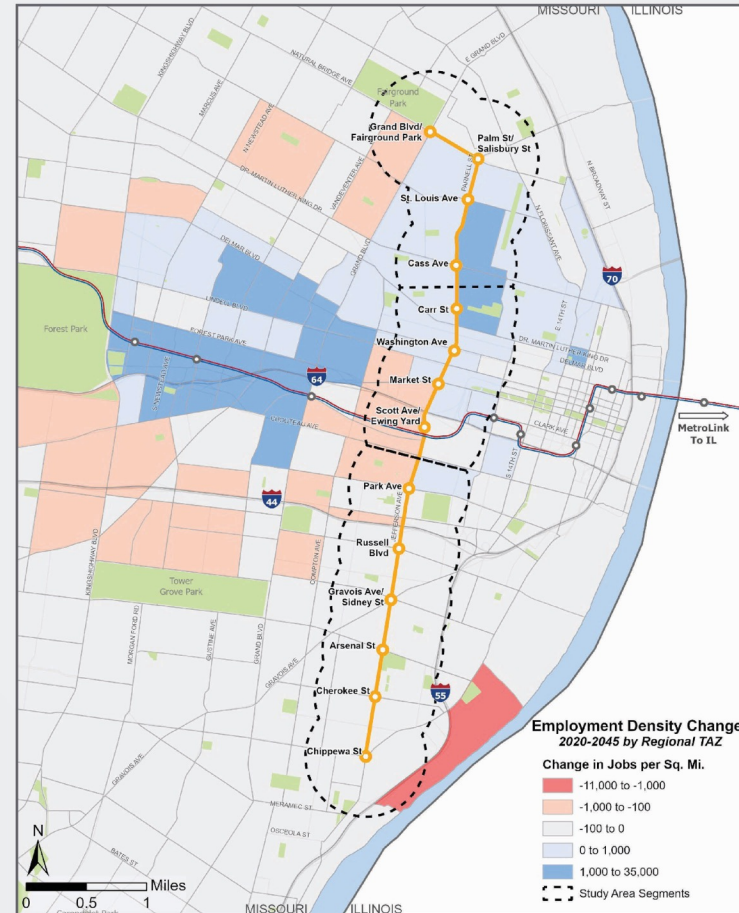
- One out of four households in the corridor do not have a vehicle
- Provides access to:
 - Assured Health
 - Harris-Stowe State University
 - KIPP Charter High School
 - Missouri Department of Health
 - Ponce Health Sciences University
 - U.S. Department of Veteran Affairs
 - VA Hope Recovery Center
 - Vivent Health
 - Washington Avenue VA Clinic



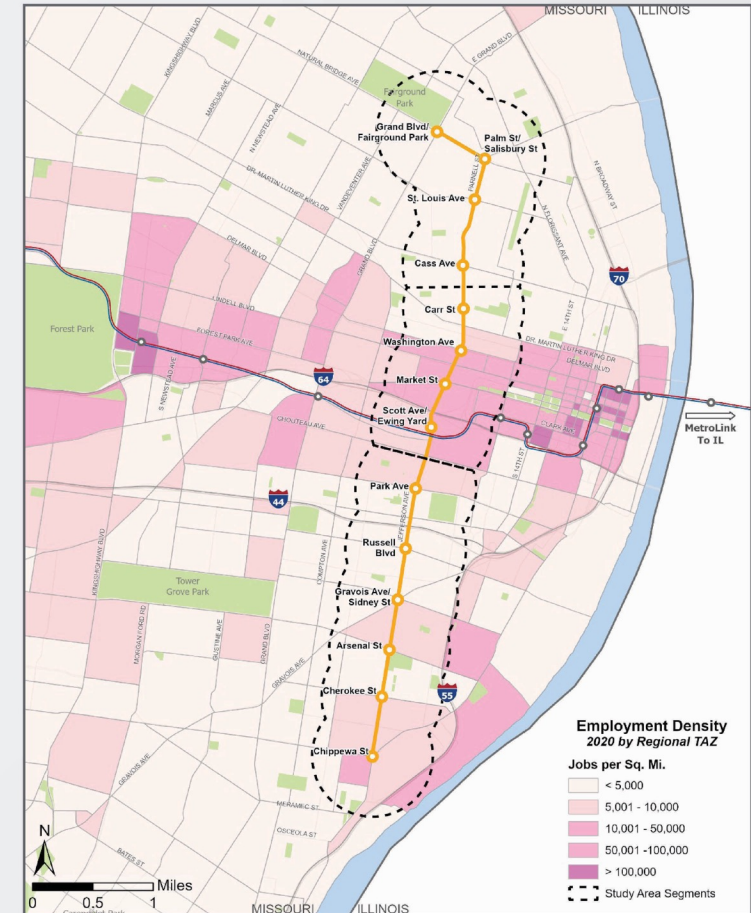
Supports New and Expanding Job Centers

- Connects city residents to job-rich areas in the downtown area, South St. Louis, as well as education, healthcare, restaurants, and other services
- Provides access to new jobs associated with MLS stadium, NGA campus, and Ponce Health Sciences University
- Connection to existing MetroLink increases access to jobs in the central corridor, Central West End and Downtown

2020-2045 Employment Growth



2020 Employment Density



Phase 1: St. Louis City Project Status

- Voter-backed sales tax for corridor transit improvements established in 2017
- Current Technical Corridor Study with 15% design to be completed August 2023
- BSD has issued RFP for Program Management
- MOU in place between BSD and City of St. Louis
- Late 2023 - anticipate requesting entry into Project Development

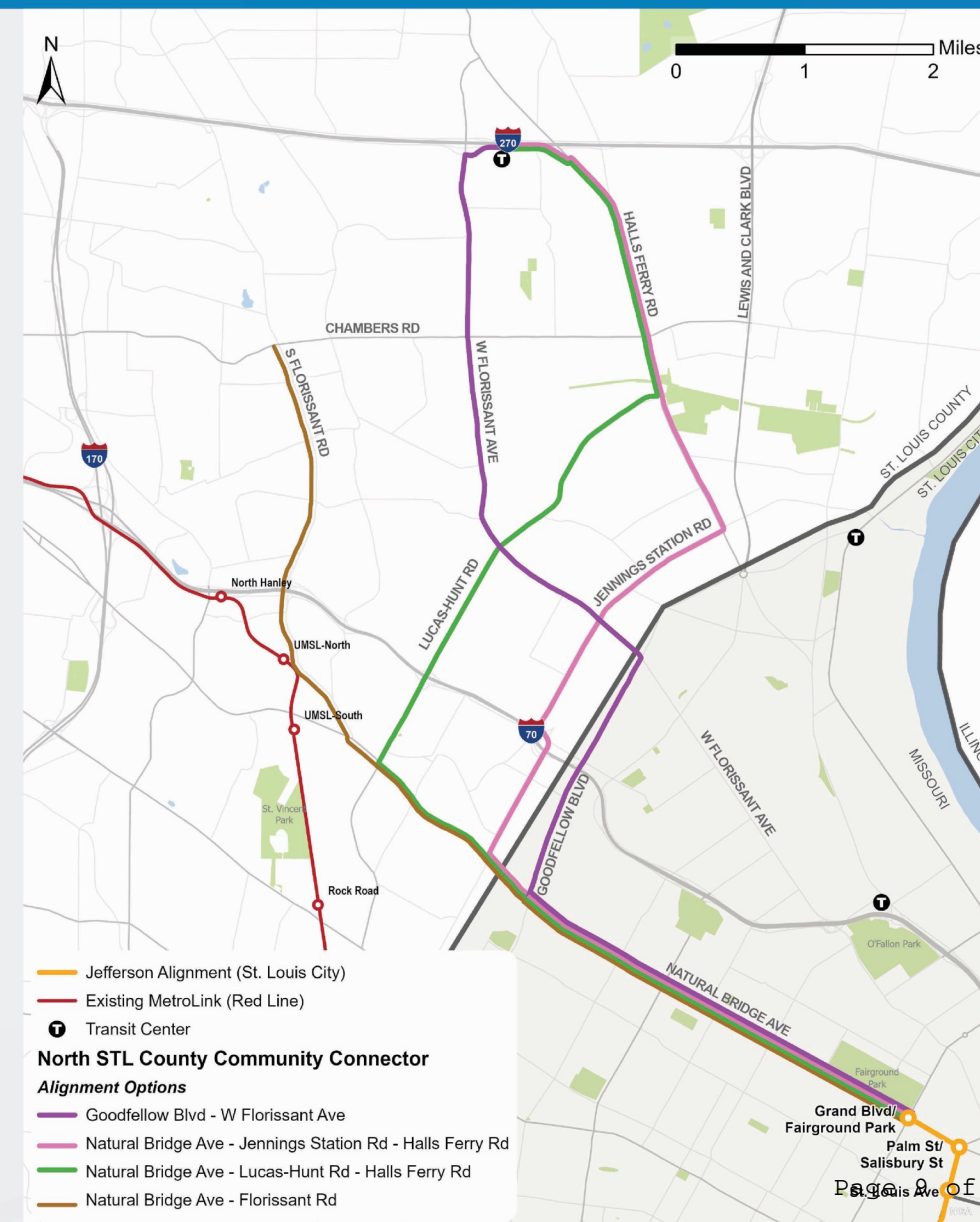
Leverages Federal Investment

- Aligns with Justice40 goals by directing benefits in transportation to disadvantaged communities
- Offers climate benefits through VMT reduction. Transit investment in opportunity zones bolsters climate resilience for vulnerable populations.
- Project demonstrates financial commitment due to voter-backed sales tax for corridor transit improvements



Project Status Phase 2: St. Louis County

- St. Louis County's North County Community Connector continues the region's focus to invest in historically underserved northside communities and catalyzing economic development
- Provides transportation options where most needed
- Extends St. Louis City's Jefferson Alignment into St. Louis County
- Four preliminary options are being presented to St. Louis County and their residents for consideration



Project Status

Phase 2: St. Louis County

County Alternatives Analysis

North County study area aligns with several metrics associated with transit need, usage, and funding opportunity.

	North County Extension Study Area	County Average
Population Density 2020 (Persons/Sq. Mi.)	4,149	1,948
Employment Density 2020 (Jobs/Sq. Mi.)	1,761	1,542
Affordable House Density (2021) (Units/Sq. Mi.)	86	18
% Zero-Vehicle Households	15.2%	6.2%
% Federal Opportunity Zones	30.8%	5.2%
% Transit Mode Share	6.6%	2.0%



Project Status

Phase 2: St. Louis County

Project Timeline

- Coordinated City/County Public Engagement early spring 2023
- Technical Analysis of County Extension options through summer 2023
- Federal Transit Administration (FTA) ratings request for initial investment August 2023
- Parallel timelines to advance PE/NEPA for initial investment and 15% design for County extension



MEMORANDUM OF AGREEMENT

By and Between

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

and

THE CITY OF ST. LOUIS, MISSOURI

Dated as of _____, 2023

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (the “Agreement”) is dated as of _____, 2023, by and between THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT (the “Agency”) an interstate transportation authority created by Section 70.370 et seq. of the Missouri Revised Statutes and Chapter 45 100/1 et seq. of the Illinois Compiled Statutes as a body politic and corporate (jointly referred to herein as the "Compact") and THE CITY OF ST. LOUIS, MISSOURI (the “City”), a constitutional charter city and political subdivision of the State of Missouri created pursuant to Article VI, § 19 of the Missouri Constitution (“Constitution”) upon the adoption of the Charter of the City of St. Louis (the “Charter”).

WITNESSETH:

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

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

WHEREAS, City, as a local municipality, has the land use planning and regulatory authority under State Law for the geography of the locally preferred alternative (LPA) of the Northside-Southside Transit Corridor Project (the “Project”); and

WHEREAS, City and Agency desire to cooperate in certain aspects of the planning, design, development, construction, and operation of a high-capacity transit line, pursuant to the results of the 2018 Conceptual Design Study of the Northside-Southside Transit Corridor commissioned by East-West Gateway Council of Governments and any future modification of this alignment that is approved by East-West Gateway as the new Locally Preferred Alternative; and

WHEREAS, the Agency has experience in planning, designing and developing passenger transportation facilities, rail lines and related infrastructure; and

WHEREAS, both the Agency and the City have the authority to cooperate with one another for furtherance of their purposes; and

WHEREAS, the Agency and the City are entering into the Agreement to provide for the Agency’s services for planning, design, and development of the Northside-Southside Transit Corridor and for both parties to acknowledge that this agreement allows the Agency to select and fund a Program Management Consultant (PMC) for this Project.

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

ARTICLE I DEFINITIONS

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

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

“Agreement Term” means the term of this Agreement as provided in Section 4.1.

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

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

“City MetroLink Capital Trust” means the separate Agency account holding the Project funds as described pursuant to Section 3.5.

“Compact” means the compact between the States of Missouri and Illinois pursuant to which the Agency was organized and created as a body politic and corporate authorized by Section 70.370 et seq. the Missouri Revised Statutes and Chapter 45 100/1 et seq. of the Illinois Compiled Statutes and as ratified the United States Congress.

“Missouri Allocated Funds” means the monies the Agency has received from various COVID relief funding sources which the Agency has internally allocated to be used within the State of Missouri.

“Northside-Southside (N/S) Transit Corridor Project” (or the “Project”) means a MetroLink corridor which would extend through St. Louis City and St. Louis County to link the north and south areas and strengthen future economic development prospects for St. Louis City and County residents with the first segment of the Project (“City Segment”) focused on Jefferson Avenue in St. Louis City.

“Program Management Consultant” or “PMC” – means the firm or team of consultants hired by the Agency to help manage the Northside-Southside Transit Corridor Project.

“Resolution” means one or more to be adopted by the Agency to provide for the authorization of this Agreement.

“The Agency” means The Bi-State Development Agency of the Missouri-Illinois Metropolitan District, an interstate transportation authority created by Section 70.370 et seq. of the Missouri Revised Statutes and Chapter 45 100/1 et seq. of the Illinois Compiled Statutes as a body corporate and politic, and its successors and assigns.

Section 1.2. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neutral genders. Unless the context indicates otherwise, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

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

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

ARTICLE II REPRESENTATIONS

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

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

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

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

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

governmental body, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Agency under the terms of any instrument or agreement to which the Agency is party.

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

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

(b) The City has lawful power and authority to enter into this Agreement and to carry out its obligations hereunder.

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

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

ARTICLE III PROJECT UNDERSTANDING

Section 3.1. Purpose. The purpose of this Project Agreement is to provide cooperation and clarify that the Agency will select and fund the Program Management Consultant (PMC) of the N/S Transit Corridor Project, City Segment.

Section 3.2. Obligations of the Agency. Subject to the terms of this Agreement, the Agency will oversee and manage the Program Management phase of the City Segment of the Project, including the procurement and contracting of the outside consultant for this phase. Funding for Agency oversight and management services and outside consultant services will be provided as set forth in Section 3.5.

Section 3.3. Obligations of the City. The City agrees to cooperate with the Agency for the Project and agrees to the funding as provided in Section 3.5. The City shall be privy to all communications related to the Program Management phase of the City Segment of the Project as the City wishes. By agreeing to cooperate, the City does not waive any of its powers or jurisdiction over

plan review, permitting, encroachments, right-of-way control and related matters under the Charter. City and Agency shall have the collective responsibility for the final approval of the design of the City Segment of the Project.

Section 3.4. Services to be Performed by the Agency. The Agency will perform all services related to the Program Management phase of the City Segment of the Project including, but not limited to, preliminary planning for this phase, procuring and contracting with consultant selected and providing all supervision and complete oversight over this phase of the Project. A proposed timeline for the Program Management Consultant RFP is attached hereto as Exhibit A.

Section 3.5 Funding and Accounting. To fund the Program Management phase of the City Segment of the Project through the term end of December 31, 2024, the Agency will create an internal fund entitled “City MetroLink Capital Trust”. On an annual basis, the Agency will allocate and transfer Missouri Allocated Funds to the City MetroLink Capital Trust based on a percentage of the City’s annual appropriation to the Agency within the yearly operating budget. The estimated amount of Missouri Allocated Funds available to be transferred to the City MetroLink Capital Trust for fiscal year 2024 and 2025 is \$8.9 million and \$9.5 million, respectively. Monies in the City MetroLink Capital Trust will be used to pay the cost of the PMC contract, as well as the costs for the Agency oversight and management services for the design of the City Segment of the Project, from the Missouri Allocated Funds. A projected budget is attached hereto as Exhibit B. This Agreement does not create any funding obligation on behalf of the City.

Each year the Agency provides a detailed annual operating budget to the City as part of the appropriation process. The Agency will include in this budget the amount of funding to be allocated to the City MetroLink Capital Trust. In addition, on a quarterly basis, the Agency will provide the City with a report of the balance of the funds held within the City MetroLink Capital Trust, as well as a detailed accounting of the funds spent from the Trust. The Agency financial statements are thoroughly reviewed and audited on an annual basis.

ARTICLE IV TERM

Section 4.1. Agreement Term. This Agreement shall remain in full force and effect from and after its execution by all parties and shall remain in effect until December 31, 2024, unless otherwise terminated or extended as provided hereunder.

Section 4.2. Extensions. The terms of this Agreement may be extended upon mutual agreement of the President of the Board of Public Service, on behalf of the City, and President and CEO of the Agency.

ARTICLE V TERMINATION

Section 5.1. Either party for its convenience, and without cause or for any reason whatsoever, may terminate this Agreement by providing written notice of termination, sent certified mail, return receipt requested, to the other party at least 120 days in advance of the effective date of the termination. In the event of the City's termination, the Agency will be entitled to draw funds from the City MetroLink Capital Trust fund for all costs incurred prior to the date of termination.

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

ARTICLE VI ASSIGNMENTS

Section 6.1. No Assignment. Neither party to this Agreement shall assign the Agreement in whole or in part without the written consent of the other, nor shall either party assign any monies due, or to become due, hereunder without the previous written consent of the other party.

Section 6.2. Third Party Beneficiaries. Notwithstanding anything contained in this Agreement to the contrary, no person or entity shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either expressed or implied) is intended to confer upon any other person or entity any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

ARTICLE VII MISCELLANEOUS PROVISIONS

Section 7.1. Notices. All notices or other communications required or desired to be given hereunder shall be in writing and shall be deemed duly given when mailed by first class, registered or certified mail, postage prepaid, addressed as follows:

- (a) To the Agency:
Bi-State Development Agency of the Missouri-Illinois Metropolitan District
211 North Broadway, Suite 700
St. Louis, Missouri 63102
Attention: Taulby Roach, President and CEO

- (b) To the City:
City of St. Louis
St. Louis City Hall Room 301
1200 Market Street
St. Louis, MO 63103
Attention: Richard T. Bradley, P.E. President, Board of Public Service

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

Section 7.2. Amendments and Modifications. Except for extensions in term as provided in Section 4.2, any amendment or modification of this Agreement, or any consent required pursuant to the provisions of this Agreement, shall be authorized solely by the requisite vote of the governing body or department head of the City or the Agency granting such consent or, in the case of amendments or modifications by the governing body or department head of the party or by the officers authorized by such governing body or department head.

Section 7.3. Partial Invalidity. All provisions of this Agreement are material and substantive and therefore, if any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held void or invalid, then the entire Agreement shall be held invalid and of no force and effect.

Section 7.4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. In interpreting this Agreement, the provisions of the Compact shall prevail over any conflicting provisions of other Missouri laws.

Section 7.5. Execution in Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

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

Executed by The Agency on_____, 2023.

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

[SEAL}

By:_____
Taulby Roach
Title: President & CEO

Attest:

By:_____
Barbara A. Enneking
Title: General Counsel

Executed by the City of St. Louis, Missouri on_____, 2023

By:_____
Richard T. Bradley
President, Board of Public Service

PROCUREMENT TIMELINE RFP

EXHIBIT A

Solicitation Number 23-RFP-402242-CG	Solicitation Name PROGRAM MANAGEMENT CONSULTANT RFP TIMELINE FOR NORTHSIDE-SOUTHSIDE (JEFFERSON ALIGNMENT)	Requisition Number	Project Manager Chris Poehler
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<input type="checkbox"/> RFP Preparation 02/28/23	02/23/23 –
<input type="checkbox"/> RFP Review 03/03/23	03/1/23 –
<input type="checkbox"/> Advertise/Publish in Oracle 04/17/23	03/6/23 -
<input type="checkbox"/> Pre-Proposal Conference 03/17/23	03/14/23 –
<input type="checkbox"/> Questions Deadline	03/21/23
<input type="checkbox"/> Amendment No. 1	03/28/23
<input type="checkbox"/> RFP Due	04/17/23
<input type="checkbox"/> RFP Responsiveness Review 04/19/23	04/17/23 -
<input type="checkbox"/> Individual Technical Evaluation BSD/City 04/28/23 Kick-off Meeting	04/24/23 –

┘	Score Sheets returned to C. Gates for recording	05/01/23 – 05/05/23
┘	Interviews	05/08/23 – 5/12/23
┘	Consensus Meeting	05/15/23
┘	Notification to Highest Scoring Firm requesting Cost Proposal/Procurement Submittals	05/16/23
┘	Notification Letters to 2 nd , 3 rd , and unsuccessful firms	05/16/23
┘	Cost Proposal and Procurement submittals due from Highest Scoring Firm	05/22/23
┘	Operations Committee approval	05/25/23
┘	Board of Commissioners approval	05/25/23
┘	Notice of Award/Request for Insurance	05/29/23
┘	Insurance Approval from Risk	05/30/23
┘	Award Packet to CEO	05/31/23

EXHIBIT B

Northside-Southside Cash Flow						
March 2023 through December 2024						
Employee	\$/hour	% of Time	% of Time	% of Time	% of Time	Total
Program Director	200	25%	50%	75%	100%	190,300
Program Manager	150	25%	50%	75%	100%	142,725
Project Manager	120	25%	50%	75%	100%	259,500
Engineer	100	25%	50%	75%	100%	216,250
Engineer	100	25%	50%	75%	100%	216,250
Engineer	100	25%	50%	75%	100%	216,250
Project Management	300				80%	705,840
Asst. Project Manager	250				80%	588,200
Environmental 1	220				100%	647,020
Environmental 2	220				100%	647,020
Engineer 1	220				70%	452,914
Engineer 2	220				70%	452,914
Modelers	200				25%	147,050
Public Participation 1	150				80%	352,920
Public Participation 2	150				80%	352,920
Scheduler	180	100%	50%		10%	158,814
Administration	80				20%	47,056
Other Direct Costs						100,000
					Total	5,893,943
					Contingency 25%	1,473,486
					Total with Contingency	7,367,429

[illegible]

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE BI-STATE
DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN
DISTRICT AUTHORIZING AGENCY TO PLAN, DESIGN AND DEVELOP
THE NORTHSIDE-SOUTHSIDE PROJECT AND APPROVING A
MEMORANDUM OF AGREEMENT WITH THE CITY OF ST. LOUIS
REGARDING THE PROJECT**

PREAMBLES:

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

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

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

Whereas, the City of St. Louis (City), as a local municipality, has the land use planning and regulatory authority under Missouri Law for the geography of the locally preferred alternative (LPA) of the Northside-Southside Transit Corridor Project (the Project); and

Whereas, City and Agency desire to cooperate in certain aspects of the planning, design, development, construction, and operation of a high-capacity transit line, pursuant to the results of the 2018 Conceptual Design Study of the Northside-Southside Transit Corridor commissioned by East-West Gateway Council of Governments and any future modification of this alignment that is approved by East-West Gateway as the new LPA; and

Whereas, the Project is a MetroLink corridor which would extend through St. Louis City and St. Louis County to link the north and south areas and strengthen future economic development prospects for St. Louis City and County residents with the first segment of the Project (City Segment) focused on Jefferson Avenue in St. Louis City; and

Whereas, the Agency and the City are entering into the Memorandum of Agreement to provide for the Agency’s services for planning, design, and development of the Northside-Southside Transit Corridor and for both parties to acknowledge that this MOU allows the Agency to select and fund a Program Management Consultant (PMC) for this Project; and

Whereas, it is feasible, necessary and in the public interest for the Agency Board of Commissioners to authorize the Agency to plan, design and develop the Northside-Southside Transit Corridor Project and to approve the Memorandum of Agreement between the Agency and the City of St. Louis to select and fund a Program Management Consultant for this Project, in accordance with the terms and conditions described herein.

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

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

Section 2. Authorize Agency and Approve the Memorandum of Agreement. The Board of Commissioners hereby authorizes the Agency to plan, design and develop the Northside-Southside Transit Corridor Project and to approve the Memorandum of Agreement between the Agency and the City of St. Louis to select and fund a Program Management Consultant for this Project, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

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

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

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

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

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

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

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

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 24th day of March, 2023.

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

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

By _____

Title _____

[SEAL]

ATTEST:

By _____
Deputy Secretary to the Board of Commissioners