Operations Committee

Open Meeting

Thursday, October 22, 2026, immediately following AFA Committee Meeting

Hybrid Meeting

211 North Broadway, 6th Floor

St. Louis, MO, 63102

Operations Committee - Open Meeting on October 22, 2026, immediately following AFA Committee Meeting

Notice of Meeting and Agenda

1. Call to Order	Approval	Chair Jackson-Jennings
2. Roll Call		M. Bennett
3. Public Comment	Information	Chair Jackson-Jennings
A. Public Comments as of October 15, 2026 - 4		
4. Approval of Minutes of the August 27, 2026 - Operations Committee, Open Meeting	Approval	Chair Jackson-Jennings
A. Draft Minutes - August 27, 2026 - Operations Committee - Open Meeting - 8		
5. Contract Award - Central Main Shop Call-A-Ride Cleaning	Approval	R. Forrest
A. Briefing Paper - 19		
6. Contract Award - Main Shop Facility Cleaning Services	Approval	R. Forrest
A. Briefing Paper - 21		
7. Contract Award - Employee Medical Testing and Wellness Services	Approval	R. Forrest
A. Briefing Paper - 23		
8. Contract Award - Civic Center & North County Transit Cleaning	Approval	R. Forrest
A. Briefing Paper - 25		
9. Light Rail Vehicle (LRV) Bond Fund Transfer MOA – St. Clair County Transit District and BSD	Approval	T. Roach
A. Briefing Paper - 28		
B. MOU - BSD/SCCTD re: LRV Bond Fund Transfer - 29		
10. Army Corps of Engineers Agreement for Wetland Mitigation Site Close Out	Approval	M. Lamie
A. Briefing Paper - 35		
B. Declaration of Covenants and Restrictions (IL) - 37		
C. Mund Site Briefing Paper Original Permit - 41		
D. Mund Site Briefing Paper Site Exhibit - 50		
E. 063009_Signed_Plat_Of_Survey - 52		
F. 063009_Signed_Plat_Of_Survey (1) - 53		
11. USDA Agreement for Airport Wildlife Services and Compliance	Approval	M. Lamie
A. Briefing Paper - 54		
B. Cooperative Services Agreement - 56		
12. Unscheduled Business	Information	Chair Jackson-Jennings
13. Operations Report	Information	R. Forrest
A. Metro Operations Report - 63		
14. President/CEO Report	Information	T. Roach
15. Call for the Dates of Future Board and Committee Meetings	Information	M. Bennett
16. Adjournment to Executive Session	Approval	Chair Jackson-
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), Real Estate under §10.080(D)(2), and Personnel under §10.080(D)(3).		Jennings
17. Reconvene to the Open Meeting	Approval	Chair Jackson-Jennings
18. Adjournment	Approval	Chair Jackson-Jennings

Name: George Karnezis
Representing: Self
Topic: Rising insurance costs

Comments:

Members of the board

As Ms Parris made you aware at Septembers meeting. Rising costs are forcing metros hand to find operational savings and efficiencies.
I commend Metros commitment to the health of their workforce. Metros workers are its best investment. It is also true that costs must be reigned in on prescription drugs without sacrificing worker health. Medicares drug cap is often used as leverage by private insurers like metros self funded program. It is imperative that the board make clear to federal leadership the challenge that metro and other agencies face in providing for the health of its workers as costs continue to rise.

I urge the board members to share these challenges with the federal and state leadership as well as the public.

Rising costs in healthcare threaten the core mission of metro. Moving st Louis.

Thank you for your leadership. *(Received Sept. 10, 2026)*

Name: Brianna Baumgartner
Representing: STL County
Topic: Metrolink Car Downsizing

Comments:

Does anyone actually think that removing a train car from the Metrolink is going to provide satisfactory results? It's not going to increase safety or security, every rider will be forced into the same car instead of having the option to avoid disturbances. Reducing the amount of train cars doesn't reduce the amount of people who behave disrespectfully on the train, why are the people being punished for a few bad apples? The car will be crowded, with less access to emergency exits because of trying to squeeze through all these people and more opportunity to get robbed, stabbed, or assaulted. *(Received Sept. 19, 2026)*

Name: Benjamin Kay
Representing: N/A
Topic: one-car trains

Comments:

I am writing to express disapproval of one-car trains on Metrolink. I still vividly recall the one-car pilot from October 2023. I recall standing shoulder-to-shoulder with other passengers on crowded trains. I recall a man falling out of his wheelchair, which he could not secure because the train was full. I recall feeling nauseated and being unable to change seats as a man smoke marijuana next to me. I recall a woman displaying a switchblade when I tried to sit next to her. I recall the dread of seeing a one-car train pull up to the platform during rush hour. I think the decision to try one-car trains again demonstrates poor judgement, especially as Metrolink boardings have increased 15% since October 2023. If the board allows the one-car pilot program to proceed, I will be purchasing a parking pass and commuting by car for the duration of the trial. *(Received Sept. 22, 2026)*

Name: Christopher Cormier
Representing: Self
Topic: Fare Gates

Comments:

After almost getting hit by a foreign object through the MetroLink window and being showered in tiny shards of glass a few months ago, I was assured that once the new fare gates were finished, there'd be security on every train car, and I relayed this to the reporter that interviewed me at the time. Now that they've fully come online, not only is this not even remotely true, but the new fare gates have been completely miserable for me personally.

At the Belleville station, I can no longer easily cross from the south to the north side without paying a fare for a train I'm not getting on. They also ripped out some of the benches and decorations, and made the station horrifically ugly to fit the gates in. I also can't easily transfer from the bus to the MetroLink using my RideOn card due to the cooldown, I almost missed my train jumping and shouting for a guard to let me through after my card wouldn't work. The gates also don't stay open long enough, I'm commonly carrying heavy bags of groceries at the College station, but now I have to set them down, fish out my wallet, scan my card, and rush in a panic to pick up my bags and go through the gate before it closes on me. The turnstile is also just completely useless when the door-gates are more comfortable and convenient, but I still feel like a prisoner regardless.

Fare evasion feels like it's *up* now that you can just tail through the gates and not worry about being asked to show your ticket on the trains. What is the point of the card cooldown or the tight gate timer when it's still trivial to tail through them? It only makes it more frustrating for people that pay. For the first time, I'm considering buying a car from how awful this has made the MetroLink experience. *(Received Sept. 24, 2026)*

Name: Hannah Perfecto
Representing: Hannah Perfecto
Topic: Metrolink fare gates

Comments:

What used to be a northwest entrance to the University City / Big Bend station is now exit only. I, and many other people live close to this corner and now have to cross one of two main streets to enter the station. I've already had to dodge out of the way of an oncoming car turning right on red onto Forest Park Parkway and not looking for pedestrians.

It would be a big improvement if this exit on the NW corner of Forest Park Parkway and Big Bend also had a ticket scanner to enter. I understand there is no space for ticket machines there, but many of the people living in this area are students or employees of WashU, which provides metro passes, so they do not need to purchase tickets. Other stations have a two-way door like this, so it is possible. This would be a big improvement for pedestrian safety. Thank you. *(Received Sept. 24, 2026)*

Name: Jordan Rogers
Representing: self
Topic: Shuttle operation N Hanley – T2

Comments:

Good morning,

The necessary work on the stations at the airport is understood. However, as an employee at the airport who needs to arrive every day and relies on Metro to get there, I am disappointed by the handling of the temporary shuttle service between N Hanley and T2. Rather than running normal service to T2, the trains stop at N Hanley for a lengthy layover to a train shuttle to T2. This lengthy layover results in a 20 minute delay in my daily commute.

I'm sure there is a reason for doing it this way, however, please consider the reduced quality of service and evaluate returning normal service all the way to T2, or running the shuttle to return twice as often to pick up westbound passengers more quickly from N Hanley.

Thank you for your consideration. *(Received Oct. 12, 2026)*

Name: Nick Oatts
Representing: Myself
Topic: Single Car metrolink Trains

Comments:

The single car metrolink trains are comepletely inadequate for commuting in Saint Louis during rush hour. I cannot imagine continuing to use metrolink on my commute if they are instituted permanently (or if their use continues to the proposed end date of spring 2027). *(Received Oct. 12, 2026)*

BI-STATE DEVELOPMENT
OPERATIONS COMMITTEE MEETING
OPEN SESSION MINUTES
(Hybrid Meeting)
August 27, 2026
Immediately following Board of Commissioners – Special Meeting

Operations Committee Members participating via Zoom

Andrea Jackson-Jennings, Chair – Absent
Patrick Brown
Derrick Cox
Irma Golliday – Absent

Other Commissioners participating via Zoom

Debra Moore
Terry Beach
Herbert Simmons – Absent
Nate Johnson
Sam Gladney (acting Chair, in Commissioner Jackson-Jennings absence)

Staff participating via Zoom

Taulby Roach, President and Chief Executive Officer
Brenda Deertz, Director of Executive Services
Gregory Linhares, Chief Legal Counsel
Myra Bennett, Manager of Board Administration
Tom Curran, Executive Vice President – Administration
Tammy Parris, Executive Vice President, Chief Financial Officer
Ron Forrest, Executive Vice President/Chief Operating Officer – Metro Transit
Gaylord Salisbury, Sr. Director, Metro Operations Performance
Chris Poehler, Vice President Capital Programs
Lisa Cagle, Deputy Chief Enterprise Planning & Performance

Others participating via Zoom

Rachel Koch, ASL Interpreter
Tyler Duke, ASL Interpreter
Ken Sharkey, Saint Clair County Transit District

1. **Open Session Call to Order**
   8:44 a.m. Acting Chair, Sam Gladney, serving in the absence of Chair Andrea Jackson-Jennings, called the Open Session of the Operations Committee Meeting to order at 8:44 a.m.

2. **Roll Call**
   8:45 a.m. Roll call was taken, as noted above.

3. Public Comment

8:45 a.m. Chair Gladney asked Myra Bennett, Manager of Board Administration, to summarize any speaker cards have been received for today's meeting. Ms. Bennett noted that the Agency received five (5) public comments for today's meeting. Ms. Bennett stated that all comments were distributed to the Commissioners prior to the meeting, for review. In addition, she noted that the comments, in their entirety, will be provided in the online meeting materials, and will be included in the minutes from today's meeting.

(Please see public comments noted below.)

Name: Grace
Representing: Self
Topic: 70 Bus Line Improvements

Comments:

Dear Bi-State Development Board of Commissioners:

The 70 Grand is the highest ridership bus in the MetroBus system, carrying thousands of riders daily. Despite this, the route's on-time performance is the lowest in the whole bus system, with just 70% of buses on Grand arriving on time in April 2026. I am a SLU student who uses the bus multiple times a week to attend classes on South Campus, get groceries, and help tutor children. Not only has the bus caused me to be late to these activities, but I am often left stranded after dark and sometimes forced to use a Lyft for my safety. To address these issues, I am asking you to study, fund, and implement these changes by the beginning of 2027:

– Dedicated bus lanes, that can be shared with emergency-vehicles, for segments where Grand has at least four traffic lanes.
– Transit priority signals, installed at bottleneck intersections that lead to slowdowns for riders, to keep the bus moving through intersections.
– Boarding islands, at stops with high ridership and transfers to other routes, which ensures accessibility of bus stops, increases passenger comfort, and speeds up the boarding process.

As a public transit advocate, I believe the best way to encourage people to ride the bus is to make improvements that would make sure people using the bus can get to where they're going safely and on time. I understand that Metro is studying the implementation of the Green Line BRT, and while I am excited about this project, I ask you to prioritize fixes to the 70, which carries many more riders and has worse on time performance. By carrying out a small-scale pilot on Grand, Metro would demonstrate

the effectiveness of bus priority improvements and build support for the larger Green Line project, while also delivering these improvements to the route in greatest need.

Thank you for considering my comment, and I look forward to seeing these projects in 2027.

Signed,
Grace Zaky

Name: Julie Vomund
Representing: Myself
Topic: Accessibility

Comments:
The elevator at the Grand Metrolink station on the western side of the median has been broken for a while now. It's a major accessibility issue and no real alternative has been proposed. Because of the lack of crosswalk on Grand and the raised median, people with mobility issues cannot cross, and everyone else really should not cross. I've seen so many close calls with pedestrians in traffic because of this position you've put them in. Worse, I don't see some people that I'm used to seeing because they know they have no way to access the bus they need. If you don't keep an inventory of necessary parts on hand, you need to provide employees to help people with any detours or route changes and do so at no extra expense in the interim. This is not the first time one of your elevators has failed and there seems to be no urgency in resolving the issues, preparing for the next issue, or limiting the effects during the ongoing delays. This is unacceptable.

Name: Darion Robinson
Representing: St. Louis
Topic: Challenge Commute

Comments:

Good Evening!

My name is Darion Robinson, and I wanted to reach out to share some of my challenges with riding Metro.

The biggest and most frustrating/disappointing challenge is that I live in the Shaw Neighborhood and it takes me two hours to get to work at my job at Lindbergh High School. This is the same amount of time that it takes my friend to commute to his job in

NYC from Philadelphia each morning. If I were driving, this would only be a 15-20 minute drive.
The other challenge that I wanted to name is the lack of cleanliness on the buses (I ride three different buses for my commute). The majority of the seats have visible stains on them and they could really use a deep cleaning. I get on my first bus at 5:30AM, so that means nothing is really being done to clean the buses overnight.

There are various reasons that people utilize public transportation here in St. Louis, and we deserve to have a public transportation system that is clean, safe, efficient, and reliable. I appreciate the improvements around safety and I like the new fare system, I hope to see investments in cleanliness and efficiency soon.

Thank you,
Darion

Name: Noah Goldman
Representing: Self
Topic: Masabi Fare Readers Dysfunctional in the Rain; Gates should remain open

Comments:

Dear Commissioners,

Myself and other riders are deeply concerned with the haphazard rollout of the fare gates and fare readers at MetroLink stations. Of note, I've experienced issues where the Masabi fare readers do not work as intended when it rains. In my own experience, rain droplets had obscured the QR code reader making it unable to read QR codes, while other riders have reported the devices have gone out of service at some stations such as Emerson Park. It is absolutely appalling that a rider who pays for a valid fare cannot access the station due to the weather. Fare gates at all stations should remain open on rainy days until the new fare system can accommodate all weather conditions experienced in St. Louis.

Noah Goldman

Name: Adam Treaster
Representing: Self
Topic: Fare gates

Comments:

Absolutely insane that the BRAND NEW fare gates at multiple stations have been out of service on and off for the past few weeks. Sometimes on rainy days, sometimes on sunny days. Sometimes they work.

At least I don't use a wheelchair, because I don't know what I would do if the ADA gate was broken.

What a terribly planned waste of money.

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4. **Approval of the Minutes of the May 28, 2026 - Operations Committee, Open Meeting**

8:45 a.m. The minutes of the May 28, 2026, Operations Committee, Open Meeting, were provided in the Committee meeting materials for review. A motion to approve the minutes was made by Commissioner Beach and was seconded by Commissioner Cox.

The motion passed. *(Commissioner Brown abstained.)*

5. **Blue Line Single Car Presentation**

8:46 a.m. Information was included in the meeting materials, presenting to the Operations Committee, for information only, a proposed Blue Line Single Car proposal. Ron Forrest, Executive Vice President & Chief Operating Officer – Metro Transit, presented a PowerPoint presentation to the Committee regarding this item, addressing capacity, passenger comfort, scenarios to consider, and financial benefits. Commissioner Moore noted that, it is her understanding that the CEO can move forward with this proposal, under his authority; however, she suggested having a motion and second from the Committee, as a show of support for management's decision to move forward with this change. Committee discussion held regarding possible impact to ADA riders, security, and need to communicate changes to ridership. The Committee asked if additional information could be provided, prior to management moving forward. Mr. Forrest will provide additional information at the September 10th, Board of Commissioners Meeting.

6. **Contract Award - Various Uniforms Bi-State Development/Metro**

9:52 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 and CEO to enter into a 5-year contract with the highest-ranking firm, Leon Uniform Company, for uniform garments and accessories for Operators TSMs, OCC, Rail Dispatchers, Training Staff, Facility Maintenance, Mechanics and Public Safety Divisions, in the not to exceed amount of $5,000,000. Ron Forrest, Executive Vice President/Chief Operating Officer – Metro Transit, gave an overview of this item. He noted that

on May 20, 2026, Bi-State Development (BSD) issued solicitation 26-RFP-658998-DR to obtain a qualified firm to provide both summer and winter garments and accessories for MetroBus, MetroVan, MetroLink, TSMs, Public Safety, Training Dept., Facility and ROW Maintenance and Mechanics within Bi-State Development, with a contract period of five (5) base years. He noted that four proposals were received, deemed responsible and responsive and were forwarded to an evaluation committee for review, and based on the evaluation, Leon Uniformed was deemed the highest-ranking firm.

A motion to approve this agenda item, as presented, was made by Commissioner Beach and seconded by Commissioner Brown.

The motion passed unanimously.

7. **Contract Award - Brentwood Facility Cleaning Services**

9:55 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 enter into a five (5) year contract with the highest-ranking firm, World Management, to provide Facility Cleaning Services at BSD's Brentwood Facility, in the not to-exceed amount of $3,325,470.50. Ron Forrest, Executive Vice President/Chief Operating Officer – Metro Transit, gave an overview of this item, noting that on May 13, 2026, Bi-State Development (BSD) issued solicitation 26-RFP-673030-KM Brentwood Facility Cleaning Services to provide all equipment and supplies, materials, labor, supervision and staff necessary for facility cleaning services at Brentwood facility. Mr. Forrest noted that, in response to the solicitation, six (6) proposals were received, deemed responsible and responsive and were forwarded to an evaluation committee, which consisted of individuals within the Facility and Bus Maintenance Departments. Upon completion of the evaluation, World Management was deemed the highest-ranking firm.

A motion to approve this agenda item, as presented, was made by Commissioner Brown and seconded by Commissioner Beach.

The motion passed unanimously.

(Item #8 was inadvertently overlooked and was addressed after Item #9.)

9. **Contract Award- Snow & Ice Removal Services**

9:58 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 and CEO to enter into a three (3) base year contract with BlueGrass Lawncare of St. Louis, to provide Snow and Ice Removal Services at BSD's MetroLink platform stations, in the not-to-exceed the amount of $2,023,308.00. Ron Forrest, Executive Vice President/Chief Operating Officer – Metro Transit, gave an overview of this item, noting that on June 3, 2026, Bi-State Development (BSD) issued Solicitation 26-RFP-677065-KM for Snow & Ice Removal Services. He noted that, in response to the solicitation, one proposal, from the incumbent contractor, was received. He noted that single proposal, submitted by BlueGrass Lawncare of St. Louis, was reviewed and deemed responsive and fair and reasonable.

A motion to approve this agenda item, as presented, was made by Commissioner Johnson and seconded by Commissioner Gladney.

The motion passed unanimously.

(Item #8 was inadvertently overlooked and was addressed after Item #9.)

8. **Contract Award - Brentwood Bus Cleaning Services**

10:00 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 and CEO to enter into a five (5) year contract with the highest-ranking firm, LRL Commercial Cleaning Inc., to provide Bus Cleaning Services at BSD's Brentwood Facility, in the not to-exceed amount of $3,025,266.03. Ron Forrest, Executive Vice President/Chief Operating Officer – Metro Transit, gave an overview of this item. He noted that on May 12, 2026, Bi-State Development (BSD) issued solicitation 26-RFP-673077-KM Brentwood Bus Cleaning Services to provide all equipment and supplies, materials, labor, supervision and staff necessary for bus cleaning services at Brentwood facility, and in response to the solicitation, two (2) proposals were received, deemed responsible and responsive, and were forwarded to an evaluation committee, which consisted of individuals within the Bus Fleet and Bus Maintenance Departments. Upon conclusion of the evaluation process, LRL Commercial Cleaning Inc was deemed the highest-ranking firm.

A motion to approve this agenda item, as presented, was made by Commissioner Cox and seconded by Commissioner Johnson.

The motion passed.

10. **Contract Award - Ground Maintenance & Landscaping Services**

10:02 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 and CEO to enter into a five (5) base year contract with the highest-ranking firm, Yard Docs and More, to provide Ground Maintenance and Landscaping Services at BSD's site locations, in the not-to-exceed the amount of $899,950.00. Ron Forrest, Executive Vice President/Chief Operating Officer – Metro Transit, gave an overview of this item. He noted that a solicitation for Contract 26-RFP-666042-KM Ground Maintenance & Landscaping Services for a five-year period was issued, and in response, a total of four (4) proposals were received, three of which were deemed responsive and responsible. Those three (3) proposals were evaluated, in accordance with the solicitation's evaluation criteria, and upon completion of the evaluation, Yard Docs and More was deemed the highest-ranking firm.

A motion to approve this agenda item, as presented, was made by Commissioner Cox and seconded by Commissioner Gladney.

The motion passed unanimously.

11. **Contract Award - SCCTD eVan Charging Infrastructure**

10:04 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 and CEO to enter into a contract with Schaeffer Electric, the highest-ranking firm whose proposal is most advantageous to BSD with price and other factors considered, for the SCCTD eVan Charging Infrastructure project in a not-to-exceed amount of $696,235.00. (The $696,235 contains a 15% contingency of $91,000, to cover any potential change orders.) Tom Curran, Executive Vice President – Administration and Chris Poehler, gave an overview of this item, noting that on June 22, 2026, Bi-State Development (BSD) issued solicitation 27-RFP-678087-DGR-SCCTD for eVan Charging Infrastructure on behalf of St. Clair County Transit District. He noted that two (2) proposals were deemed responsible and responsive and were forwarded to an evaluation committee, which consisted of individuals within the BSD's Engineering, Safety, and Bus and Rail Facility Maintenance Departments, and SCCTD representatives, and upon conclusion of the evaluation process, and Schaeffer Electric was deemed the highest-raking firm.

A motion to approve this agenda item, as presented, was made by Commissioner Beach and seconded by Commissioner Brown.

The motion passed unanimously.

12. **Sole Source Service Level Agreement with NFI Infrastructure Solutions**

10:06 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 that the President & CEO enter into a Sole Source Agreement with New Flyer Infrastructure Solutions for the purchase of a three (3) year Service Level Agreement, with three (3) one (1) year agreements on Charger Performance Monitoring, Preventative Maintenance, and Spare Parts, in the not-to- exceed amount of $1,128,371.81. Tom Curran, Executive Vice President – Administration, gave an overview of this item. HE noted that in 2020, Metro began construction to provide the infrastructure necessary to facilitate the Zero Emissions Fleet Transition plan developed to meet the requirements of 49 U.S.C. 5339(c)(3)(d) for applicants to the FY22 Low or No Emission Grant Program (Low-No), and Metro has been operating on warranty periods of coverage as early as September 30, 2020 to May 12, 2021. He reported that, since May 12, 2023, such warranty coverages have expired and have caused Metro to operate without adequate coverage of equipment and technologies following warranty expiration. He reported that the Maintenance team has been working towards finding suitable providers of service, however, the technological intellectual rights of the software and proprietary components on hardware have made it necessary to engage in a sole source agreement with the firm responsible for infrastructure installation. He also noted that the Maintenance team has included within the Service Level Agreement, personnel training to provide Metro's Maintenance departments with the necessary education that will allow them to diagnose and repair common failures in the future to reduce costs moving forward.

A motion to approve this agenda item, as presented, was made by Commissioner Brown and seconded by Commissioner Johnson.

The motion passed.

13. **Contract Modification - 79th Street Retaining Wall Design**

10:09 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 recommendation to authorize the President & CEO to execute a contract modification with Modjeski and Masters, to increase the contract amount by $69,752.32, to provide continued support during construction completion and contract closeout activities Chris Poehler, Vice President – Capital Programs, gave an overview of this item. It was noted that in August 2023, Bi-State Development (BSD) executed a contract with Modjeski and Masters to provide design services for the repair of the retaining walls at the 79th Street Crossing in East St. Louis. He noted that Once construction began, many unforeseen conditions were encountered that required redesign and resulted in additional project delays and the need for additional engineering services. Mr. Poehler also noted that several unfavorable weather periods have slowed progress and caused delays to the project schedule. He noted that, based on forecast project workload, coupled with reduced internal staff (loss of a project manager), it is imperative that BSD maintains full access to the consultant staff throughout the remainder of the construction phase and project closeout

A motion to approve this agenda item, as presented, was made by Commissioner Beach and seconded by Commissioner Moore.

The motion passed.

14. **Sole Source Contract Renewal with Remix Software**

10:11 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 and CEO enter into a five-year contract with Remix, a cloud-based transit planning and analytics platform used to evaluate service changes, assess impacts, support Title VI compliance, and facilitate collaborative transit planning, in an amount not to exceed $578,500 to be paid in five annual installments. Tom Curran, Executive Vice President of Administration, gave an overview of this item, noting that in December 2016, Metro acquired Remix to support Comprehensive Operational Assessments and transit center planning activities and has renewed the contract twice since that time, and Remix remains a critical planning tool for both short- and long-range transit service planning. He stated that the platform enables staff to quickly develop, evaluate, and share service scenarios while simultaneously assessing operating costs, accessibility impacts, and demographic effects, and unlike other software reviewed by staff, Remix uniquely combines route design, service analytics, equity analysis, public engagement tools, and collaborative workflows within a single application. Mr. Curran reported that the proposed pricing to be fair and reasonable based on market review, continued use across the transit industry, and the platform's unique functionality. Commissioner Gladney thanked Mr. Curran for his explanation of why the sole source agreement is necessary, and for reporting on the cost review. Commissioner Gladney stated that this should be provided for all sole source contracts, submitted for the Board's consideration.

A motion to approve this agenda item, as presented, was made by Commissioner Johnson and seconded by Commissioner Moore.

The motion passed unanimously.

15. **DeBaliviere Bus Facility Overhead Door Structural Repairs**

10:14 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 and CEO to enter into a contract with G.S. & S. Construction to provide the necessary repairs at the DeBaliviere Bus Facility, due to tornado damage, in the not-to-exceed amount of $250,000. Tom Curran, Executive Vice President of Administration, gave an overview of this item, noting that on May 16, 2025, the St. Louis region experienced a severe weather event which produced several tornadoes, one of which caused significant damage to the Skinker-DeBaliviere neighborhood and Bi-State's DeBaliviere Bus Repair Facility. Upon inspection of the building, Bi-State staff discovered damage to the facility, including structural damage to the southeast overhead garage door frame and masonry because of the weather event. He noted that, due to the huge demand for structural repairs, during the past year in the aftermath of the tornado in Central and North St. Louis, the ability to secure a contractor was extremely limited. Bi-State's Engineering Department recommended G.S. & S. Construction for the repairs, because that firm specializes in a fast-track method of construction.

A motion to approve this agenda item, as presented, was made by Commissioner Gladney and seconded by Commissioner Cox.

The motion passed.

16. **Contract Award - Bus Driving Simulator**

10:17 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 and CEO to enter into a contract with Sim-Tech Simulation Technology for a bus simulator, which consists of fabrication, configuration, delivery, installation, training, and three years warranty coverage in the amount of $635,637.50. Gaylord Salisbury, Sr. Director, Metro Operations Performance, gave an overview of this item, noting that Metro Transit had previously utilized a bus training simulator to support the development of MetroBus operators; however, that simulator became obsolete, exceeding its useful life, and was decommissioned in 2012, when no longer capable of meeting the agency's training needs. The Metro Transit Training Department is requesting approval to replace the simulator based on its demonstrated value as a training tool. He noted that, on July 30, 2025, Bi-State Development (BSD) issued Solicitation 26-RFP-634468-TJ Bus Driving Simulator to obtain proposals from qualified firms to build, configure, and install a bus driving simulator that will enhance front-line team member initial and refresher training, and despite reaching out to multiple vendors, only one (1) proposal was received. He reported that, after evaluating the proposal individually, including a live demonstration, the review committee met on July 14, 2026, and recommended acceptance of Sim-Tech's proposal.

A motion to approve this agenda item, as presented, was made by Commissioner Gladney and was seconded by Commissioner Moore.

The motion passed unanimously.

17. **Unscheduled Business**

10:22 a.m. There was no unscheduled business.

18. **Operations Report**

10:22 a.m. An operations report for Metro Transit was included in the Committee packet. Ron Forrest, Executive Vice President and Chief Operation Officer – Metro Transit, provided a summary of the report for the Committee which included a workforce update, staffing levels,

ridership summary, upcoming service changes for September, update on Bus Stop improvements, and upcoming events.

19. President/CEO Report

10:32 a.m. Bi-State Development President/CEO, Taulby Roach, noted the recent ribbon cutting event at Emerson Park, and thanked Chair Moore for being the "MC" for the event. He also reported that the new riverboat has arrived; however, there will be several steps necessary for certification, prior to the implementation of the new vessel.

20. Call of Dates for Future Board and Committee Meetings

10:34 a.m. Myra Bennett, Manager of Board Administration, advised the Board of Commissioners of the following upcoming meetings:

Board of Commissioners Meeting	Thursday, September 10, 2026	8:30 AM
Safety & Security Committee Meeting	Thursday, October 8, 2026	8:30 AM
Audit, Finance & Administration Committee	Thursday, October 22, 2026	8:30 AM
Operations Committee Meeting	Thursday, October 22, 2026	Following AFA

21. Adjournment to Executive Session

10:35 a.m. Chair Gladney asked Mr. Roach if an Executive Session is needed. Mr. Roach noted that the Executive Session is not needed.

22. Adjournment

10:35 a.m. Chair Gladney asked if there was any further business, and being none, Commissioner Brown made a motion to adjourn the meeting. The motion was seconded by Commissioner Johnson. Unanimous vote in favor was taken. The motion passed, and the meeting was adjourned at approximately 10:35 a.m.

_____

Deputy Secretary to the Board of Commissioners
Bi-State Development Agency

Bi-State Development Agency
Operations Committee
Open Session Agenda Item
October 22, 2026

From: Ronald Forrest, EVP and Chief Operating Officer, Metro Transit
Subject: Contract Award: Central Main Shop Call-A-Ride Cleaning Services
Disposition: Approval
Presentation: Ronald Forrest, EVP and Chief Operating Officer, Metro Transit

Objective:
To present to the Operations Committee, for discussion and referral to the Board of Commissioners for approval, a request for authorization to award Contract 26-RFP-684078-KM Central Main Shop Call-A-Ride Cleaning Services, for a five-year period.

Background:
On July 8, 2026, Bi-State Development (BSD) issued solicitation *26-RFP-684078-KM Central Main Shop Call-A-Ride (CAR) Cleaning Services* to provide all equipment and supplies, materials, supervision and staff necessary for cleaning services at Central Main Shop CAR. The solicitation was advertised on BSD's iSupplier website. The contract period of performance consists of five (5) base years.

A total of five (5) firms were invited to bid on the solicitation for this project, and a total of four (4) proposals were received; however, only two (2) proposals were deemed responsive and responsible.

- World Management
- LRL Commercial

Analysis:
The two (2) proposals were forwarded to an evaluation committee, which consisted of individuals within the Facility Maintenance Department. The proposals were scored in accordance with the evaluation requirements, as specified in the solicitation. After completion of the initial evaluation, one consensus meeting was held to determine the procurement outcome.

The table below presents the overall rating results, representing the consensus technical and cost scores combined. As a result, World Management is the highest-ranking firm.

Firm:	Cost	Cost Score	Technical Score	Overall Total Score
World Management	$1,998,054.00	200.00	253.00	453.00
LRL Commercial	$2,881,748.00	138.67	200.00	338.67
Total Possible Points = 500				

Percentage of Total Points		**40%**	**60%**	**100%**

Previous Contract Cost Comparison:
The previous five-year Central Main Shop CAR Cleaning contract, 21-RFP-211995-KM, was combined with the facility cleaning contract and awarded to World Management. The cost of that contract was $1,732,324.10. The average cost per year for the previous World Management contract was $346,464.82 compared to $399,610.80 per year for the current World Management contract recommendation.

Committee Action Requested:
Management recommends that the Operations Committee accept, and refer to the Board of Commissioners for approval, this request to authorize the President and CEO to enter into a five (5) base year contract with the highest-ranking firm, World Management, whose proposal is the most advantageous to BSD with price and other factors considered, for Central Main Shop Call-A-Ride Cleaning Services, in the not-to-exceed the amount of **$1,998,054.00.**

Funding Source:
Funding will be provided through Operating Budget.

Board Policy 50, Purchasing – Section 50.010 Procurement and Contract Administration E.1.a. The Board of Commissioners shall approve the following Procurements: Competitive Negotiation Procurements which exceed $500,000.

Bi-State Development Agency
Operations Committee
Open Session Agenda Item
October 22, 2026

From:	Ronald Forrest, EVP and Chief Operating Officer, Metro Transit
Subject:	**Contract Award: Central Main Shop Facility Cleaning Services**
Disposition:	Approval
Presentation:	Ronald Forrest, EVP and Chief Operating Officer, Metro Transit

Objective:
To present to the Operations Committee, for discussion and referral to the Board of Commissioners for approval, a request for authorization to award Contract 27-RFP-685106-KM Central Main Shop Facility Cleaning Services, for a five-year period.

Background:
On July 13, 2026, Bi-State Development (BSD) issued solicitation *27-RFP-685106-KM Central Main Shop Facility Cleaning Services* to provide all equipment and supplies, materials, labor, supervision and staff necessary for facility cleaning services at the Central Main Shop Facility. The solicitation was advertised on BSD's iSupplier website. The contract period of performance consists of five (5) base years.

A total of five (5) firms were invited to bid on the solicitation for this project, (3) proposals were received.

- MERS Missouri Goodwill
- World Management
- LRL Commercial Cleaning

Analysis:
The three (3) proposals were deemed responsive and responsible and were forwarded to an evaluation committee, which consisted of individuals within the Facility Maintenance Department. The proposals were scored in accordance with the evaluation requirements, as specified in the solicitation. After completion of the initial evaluation, a consensus meeting was held to determine the procurement outcome.

The table below presents the overall rating results, representing the consensus technical and cost scores combined. As a result, World Management is the highest-ranking firm.

Firm:	Cost	Cost Score	Technical Score	Overall Total Score
World Management	$2,760,342.98	141.37	231.67	373.04
MERS Goodwill	$2,755,014.86	141.64	176.67	318.31
LRL	$2,601,476.00	150.00	153.33	303.33
Total Possible Points = 500				
Percentage of Total Points		30%	70%	100%

Previous Contract Cost Comparison:

The previous five-year facility cleaning contract 21-RFP-211995-KM was combined with bus cleaning services and awarded to World Management. The cost of the facility cleaning services portion of the contract was $1,727,050.00. The average cost per year for the previous World Management contract for facility cleaning was $345,410.00 compared to $552,068.60 per year for the new World Management contract recommendation.

Committee Action Requested:

Management recommends that the Operations Committee accept, and refer to the Board of Commissioners for approval, this request to authorize the President and CEO to enter into a five (5) year contract with the highest-ranking firm, World Management, whose proposal is the most advantageous to BSD with price and other factors considered, to provide Facility Cleaning Services at BSD's Central Main Shop Facility, in the not to-exceed amount of **$2,760,342.98.**

Funding Source:

Funding will be provided through Operating Budget.

Board Policy 50, Purchasing – Section 50.010 Procurement and Contract Administration E.1.a. The Board of Commissioners shall approve the following Procurements: Competitive Negotiation Procurements which exceed $500,000.

Bi-State Development Agency
Operations Committee
Open Session Agenda Item
October 22, 2026

From:	Andrew Ghiassi, GM Safety, Chief Safety Officer
Subject:	**Contract Award: Employee Medical Testing & Wellness Services**
Disposition:	Approval
Presentation:	Ronald Forrest, Executive Vice President – Chief Operating Officer, Metro Transit

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 two contracts with BarnesCare and Concentra for employee medical testing and wellness services.

Background:
Federal, State, and Local agencies and regulations require that Transit Operators and Maintenance employees meet minimum health standards and be drug and alcohol free. The Drug & Alcohol Department is committed to a positive safety culture and creating a workplace that is safe, healthy, and injury free. Occupational Medicine services help ensure the health and wellness of BSD employees through services including Drug and Alcohol Testing; Urine Collection and Testing Services; Medical Review Officer Services; Essential Functions Testing; Workers Compensation Services, and Wellness Services.

On August 7, 2026, Bi-State Development (BSD) issued solicitation *27-RFP-688074-TJL Employee Medical Testing and Wellness Services* to obtain a qualified firm to provide the required services for Occupational Medicine. The solicitation was advertised on BSD/Metro's iSupplier website. The contract period of performance consists of five (5) base years, with funds to be committed annually.

Analysis:
On September 8, 2026, three (3) proposals were received, of which all were deemed responsive and evaluated on their technical merit from the following firms:

- BarnesCare
- Concentra
- Mercy Occupational Health

The three (3) proposals were forwarded to an evaluation committee, consisting of individuals within the Drug & Alcohol, Safety, Wellness, and Risk Management departments. 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 and review the scoring. During the consensus meeting, a request was made to send questions to Concentra to clarify key areas of service.

Board Policy Chapter 50.010 E.1 - Board of Commissioners shall approve Competitive Negotiated Procurement which exceed $500,000.

Upon receipt and review of Concentra's responses to Bi-State's questions, a second consensus meeting was conducted and as a result, the Evaluation Committee selected BarnesCare based on their higher technical ranking as the primary provider for all services. Although Concentra, had a higher overall score, they do not offer key services required. Therefore, Concentra is selected as an additional provider for DOT examination services to streamline the process and make it more timely for employees and support opportunity for a second opinion upon medical documentation from the employee's primary care physician. Mercy Occupational Health was eliminated from further consideration based on their low technical score.

The table below shows the overall results representing the consensus technical and cost scores combined.

Consensus Scores

Firm:	Cost	Cost Score	Technical Score	Total Score	Rank
Concentra	$ 5,739,406.54	150.00	185.90	335.90	1
BarnesCare	$ 10,531,431.00	81.75	250.80	332.55	2
Total Possible Points = 500		150	350	500	
Percentage of Total Points		30%	70%	100%	

Committee Action Required:
Management recommends that the Operations Committee accept, and forward to the Board of Commissioners for approval, this request to authorize the President and CEO to enter into a five-year contract, with funds to be committed annually, for employee medical testing and wellness services with the highest technical scoring firm, BarnesCare, as primary provider whose proposal is most advantageous to BSD with price and other factors considered, in the not-to-exceed amount of **$10,531,431.00**, and Concentra as an additional provider of DOT examination services only; with price and other factors considered, in the not-to-exceed amount of **$1,532,603.00.**

Funding Source:
Funding will be provided through the operating budget.

Board Policy Chapter 50.010.E - Purchasing requires Board approval of non-competitive procurements exceeding $100,000.

Bi-State Development Agency
Operations Committee
Open Session Agenda Item
October 22, 2026

From:	Ronald Forrest, EVP and Chief Operating Officer, Metro Transit
Subject:	**Contract Award: Civic Center & North County Transit Center Cleaning**
Disposition:	Approval
Presentation:	Ronald Forrest, EVP and Chief Operating Officer, Metro Transit

Objective:
To present to the Operations Committee, for discussion and referral to the Board of Commissioners for approval, a request for authorization to award Contract 27-RFP-686094-KM Civic Center & North County Transit Center Cleaning for a five-year period.

Background:
On July 27, 2026, Bi-State Development (BSD) issued solicitation *27-RFP-686094-KM Civic Center & North County Transit Center Cleaning* to provide all equipment and supplies, materials, labor, supervision and staff necessary for facility cleaning services at the Transit Centers. The solicitation was advertised on BSD's iSupplier website. The contract period of performance consists of five (5) base years.

Five (5) firms were invited to bid on the solicitation; however, a total of eight (8) proposals were received, including proposals from the following firms:

- BRC Distributors
- Building Bonds Ent
- Deep Kleen and Maintenance
- Innex Service
- Katsam
- LRL Commercial Cleaning
- MERS Missouri Goodwill
- World Management

Analysis:
Six (6) proposals were deemed responsive and responsible and were forwarded to an evaluation committee, which consisted of individuals within the Rail Facility Maintenance Department. The proposals were scored in accordance with the evaluation requirements, as specified in the solicitation. After completion of the initial evaluation, a consensus meeting was held to determine the procurement outcome.

The table below presents the overall rating results, representing the consensus technical and cost scores combined. As a result, Deep Kleen and Maintenance is the highest-ranking firm.

Firm:	Cost	Cost Score	Technical Score	Overall Total Score
Deep Kleen and Maintenance	$3,898,160.80	125.00	256.67	381.67
LRL Commercial	$7,562,500.00	64.43	246.67	311.10
Innex Service	$5,579,280.00	87.34	210.00	297.34
MERS Missouri Goodwill	$6,965,728.50	69.95	218.33	288.28
World Management	$6,860,776.98	71.02	203.33	274.35
Katsam	$8,284,497.00	58.82	200.00	258.82
Total Possible Points = 500				
Percentage of Total Points		25%	75%	100%

Previous Contract Cost Comparison:
The previous five-year facility cleaning contract 21-RFP-233990-KM was awarded to Innex Service Company. The original contract amount was $2,608,637.00, with amendments increasing the total contract amount to $2,862,406.30 over the five-year period. The average annual cost of the previous was $572,481.26, compared to $779,632.16 per year for the new Deep Kleen and Maintenance contract recommendation.

Committee Action Requested:
Management recommends that the Operations Committee accept, and refer to the Board of Commissioners for approval, this request to authorize the President and CEO to enter into a five (5) year contract with the highest-ranking firm, Deep Kleen and Maintenance, whose proposal is the most advantageous to BSD with price and other factors considered, to provide Facility Cleaning Services at BSD's Civic Center and North County Transit Centers, in the not to-exceed amount of **$3,898,160.80.**

Funding Source:
Funding will be provided through Operating Budget.

Board Policy 50, Purchasing – Section 50.010 Procurement and Contract Administration E.1.a. The Board of Commissioners shall approve the following Procurements: Competitive Negotiation Procurements which exceed $500,000.

Board Policy 50, Purchasing – Section 50.010 Procurement and Contract Administration E.1.a. The Board of Commissioners shall approve the following Procurements: Competitive Negotiation Procurements which exceed $500,000.

Bi-State Development Agency
Operations Committee
Open Session Agenda Item
October 22, 2026

From: Taulby Roach, President and CEO
Subject: **Light Rail Vehicle (LRV) Bond Fund Transfer MOA – SCCTD and BSD**
Disposition: Approval
Presentation: Taulby Roach, President and CEO

Objective:
To present to the Operations Committee, for discussion and submission to the Board of Commissioners for approval, a Memorandum of Agreement between the Bi-State Development Agency (BSD) and St. Clair County Transit District (SCCTD) for the purpose of funding SCCTD's portion of the matching funds necessary for the purchase of Light Rail Vehicles (LRV).

Background:
The BSD Board of Commissioners authorized the purchase of LRV in Resolution 1305. This LRV purchase required matching funds from each of the funding entities: St. Louis County, St. Louis City, and St. Clair County (via the SCCTD, in the case of St. Clair County). The attached MOA and accompanying Resolution would authorize SCCTD and BSD's joint proposal for the payment of SCCTD's portion of these matching funds, out of bonds that SCCTD will issue for this purpose. BSD would then reimburse SCCTD in an amount equal to the bond payments, from the same fund that was used by BSD to pay for St. Louis City and St. Louis County's portions of the LRV match.

Analysis:
This MOA would allow SCCTD to use the same allocation that St. Louis County and St. Louis City previously used to pay for their portions of the LRV match, except that rather than use the Illinois allocation directly to pay the match, SCCTD would pay BSD out of bond funds and BSD would reimburse SCCTD in equal amounts to the bond transfer. The MOA would authorize that SCCTD's matching portion, totaling $26,617,725, would be paid to BSD in three yearly increments out of the bond proceeds. Upon receipt of the bond proceeds, BSD would reimburse SCCTD out of the same funds that were used by St. Louis City and St. Louis County, which have been held by BSD for use on valid transit projects as authorized for use out of the federal fund.

Committee Action Requested:
The President and CEO, with review and approval from the Chief Legal Counsel and the Chief Financial Officer, recommends that the Operations Committee accept, and forward to the Board of Commissioners for approval, the attached MOA in order to memorialize the method by which SCCTD is paying for its portion of the matching funds necessary for the LRV purchase, as authorized previously by Board Resolution 1305.

Funding Source:
SCCTD: Bond fund transfer proceeds
BSD: Illinois Allocation

Attachments:
Memorandum of Agreement

MEMORANDUM OF AGREEMENT

by and between

THE METRO EAST TRANSIT DISTRICT OF ST CLAIR COUNTY ("District")

and

THE BI STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT ("Agency")

THIS MEMORANDUM OF AGREEMENT DATED _____, by and between the District and the Agency (the "Parties") authorizes the receipt and distribution of funds between the Parties as set forth herein:

WITNESSETH:

WHEREAS, the Agency has programmed certain funds previously received that are required to be used by the Agency for valid public transit purposes on behalf of St. Louis City, St. Louis County, and the District (the District's portion being hereinafter referred to as "Illinois Allocation"), in proportionate amounts for each entity;

WHEREAS, District and Agency previously concurred on the creation and use of the Illinois Allocation for valid public transit purposes with the concurrence of both parties in their Memorandum of Agreement dated March 17, 2021, and now desire to concur on the use of the Illinois Allocation for an additional valid public transit purpose;

WHEREAS, the Illinois Allocation held by the Agency has a remaining amount of $33,701,391.65 as of September 30, 2026, that has not yet been spent for a valid public transit purpose;

WHEREAS, the District and the Agency agree that the purchase of Light Rail Vehicles (LRV) authorized by Agency Board Resolution 1305 dated November 29, 2023, requires matching funds from the District in the amount of $26,617,725.00 in order to meet the District's agreed-upon portion of the LRV purchase;

WHEREAS, the District intends to issue bonds that will include the funds to pay for its portion of the LRV purchase referred to herein, and to transfer that amount of the bond issue proceeds to the Agency for this purpose; and

WHEREAS, both Parties concur that the purchase of LRVs as described in Agency Board Resolution 1305 is a valid public transit purpose and wish to memorialize the means by which the District shall fund its portion of the LRV purchase and by which the Agency shall transfer funds to the District from the Illinois Allocation held by Agency for valid public transit purposes;

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

Section 1. Terms.

A. The District shall fund its portion of funds required for the purchase by the Agency of LRVs authorized by Agency Board Resolution 1305 by issuing bonds to pay the Agency $26,617,725.00 and shall transfer one-third (1/3) of that amount to the Agency for that purpose in three equal payments beginning within thirty (30) days of the District's receipt of funds, with second payment due one year following the first payment, and the third payment due two years following the first payment.

B. The District and the Agency concur that the purchase of LRVs as described in Agency Board Resolution 1305 is a valid public transit purpose for which the Illinois Allocation held by the Agency may be used. Therefore, upon receipt of the bond proceeds from the District, the Agency will transfer an amount equal to the proceeds it receives from District from Section 1.A. above; to the District from the Agency held Illinois Allocation.

C. The District and the Agency concur that after each payment described in Section 1.B above, that the Agency will provide the District an accounting showing the balance in the Illinois Allocation held by the Agency with any withdrawals specifically indicated. This accounting shall be provided on the monthly accounting form for the Illinois Allocation as provided by the Agency to the District, which is hereby attached as Exhibit A.

D. Upon receipt of any bond funds from the District by the Agency, and upon receipt of any Illinois Allocation funds from the Agency by the District, the District and the Agency shall execute a joint Acknowledgment of Receipt, the form of which is hereby attached as Exhibit B, which shall be executed as soon as practicable by both Parties upon the mutual receipt of the funds by and from both Parties.

Section 2. 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, return receipt requested as follows: when to the Agency, Attn: President and CEO, Bi-State Development Agency of the Missouri-Illinois Metropolitan District, One Metropolitan Square, 211 North Broadway, Suite 700, St. Louis, Missouri 63102-2795; when to the District: Attn. Executive Director, St. Clair County Transit District, 27 North Illinois St., Belleville IL 62220. 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 District 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 3. Governing Law. This Memorandum of Agreement shall be interpreted, to the extent possible, according to the laws of the State of Illinois. Both the District and the Agency as subject to various provisions of the Statutes of the United States and the State of Illinois.

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

THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT	THE METRO EAST TRANSIT DISTRICT OF ST CLAIR COUNTY
By: _____	By: _____
Taulby Roach, President and CEO	Ken Sharkey, Executive Director
Date: _____	Date: _____

Exhibit A - Illinois Allocation Funding Schedule

Jun-20	1,599,849.75	Jun-23	16,049,784.25	Jul-21	2,000,000.00	Jun-20	-
Jul-20	-			Aug-21	2,000,000.00	Jul-20	27.63
Aug-20	4,000,000.00			Sep-21	2,000,000.00	Aug-20	134.44
Sep-20	2,000,000.00			Oct-21	1,000,000.00	Sep-20	244.11
Oct-20	2,000,000.00			Mar-22	1,000,000.00	Oct-20	302.97
Nov-20	2,000,000.00			Apr-22	2,000,000.00	Nov-20	293.27
Dec-20	2,000,000.00			May-22	2,000,000.00	Dec-20	274.86
Jan-21	2,000,000.00			Jun-22	2,000,000.00	Jan-21	191.58
Feb-21	2,000,000.00			Jul-22	2,000,000.00	Feb-21	566.83
Mar-21	2,000,000.00			Aug-22	2,000,000.00	Mar-21	194.00
Apr-21	2,000,000.00			Sep-22	2,000,000.00	Apr-21	334.85
May-21	2,000,000.00			Oct-22	2,000,000.00	May-21	340.35
Jun-21	2,000,000.00			Nov-22	2,000,000.00	Jun-21	2,314.31
Oct-21	1,000,000.00			Dec-22	2,000,000.00	Jul-21	70.16
Nov-21	2,000,000.00			Jan-23	2,000,000.00	Aug-21	39.36
Dec-21	2,000,000.00			Feb-23	2,000,000.00	Sep-21	47.56
Jan-22	2,000,000.00			Mar-23	2,000,000.00	Oct-21	54.41
Feb-22	2,000,000.00			Apr-23	2,000,000.00	Nov-21	2,189.68
Mar-22	1,000,000.00			May-23	2,000,000.00	Dec-21	121.33
				Jun-23	3,236,142.50	Jan-22	111.05
						Feb-22	362.22
						Mar-22	368.18
						Apr-22	2,468.84
						May-22	7,880.56
						Jun-22	14,705.36
						Jul-22	24,531.96
						Aug-22	38,405.03
						Sep-22	46,951.14
						Oct-22	53,580.49
						Nov-22	76,120.58
						Dec-22	80,619.84
						Jan-23	103,179.06
						Feb-23	116,505.76
						Mar-23	120,504.43
						Apr-23	146,612.10
						May-23	282,344.08
						Jun-23	178,992.38
						Jul-23	190,690.48
						Aug-23	266,251.16
						Sep-23	276,675.87
						Oct-23	269,469.57
						Nov-23	406,649.10
						Dec-23	288,561.07
						Jan-24	306,158.98
						Feb-24	284,308.32
						Mar-24	256,551.68
						Apr-24	264,879.67
						May-24	250,733.32
						Jun-24	258,295.30
						Jul-24	246,548.74
						Aug-24	217,033.19
						Sep-24	209,279.41
						Oct-24	196,923.05
						Nov-24	194,410.15
						Dec-24	181,709.79
						Jan-25	181,788.34
						Feb-25	174,634.10
						Mar-25	141,136.99
						Apr-25	155,892.52
						May-25	151,407.35
						Jun-25	156,242.13
						Jul-25	149,838.81

Illinois Allocation - Funding	
CARES Act Apportioned	**142,399,399.00**
Illinois Allocation - 25%	**35,599,849.75**
CRRSAA 2021 Apportioned	**64,199,137.00**
Illinois Allocation - 25%	**16,049,784.25**
ARPA 2021 Apportioned	**156,944,570.00**
Illinois Allocation - 25%	**39,236,142.50**
Interest Earned on Illinois Allocation	**8,877,847.58**
Total Illinois Allocation including Interest	**$ 99,763,624.08**

Illinois Allocation - Disbursements	
03/2021 Operating Credit - FY2020 True Up	1,230,139.29
04/2021 Bus Purchases	5,762,772.00
04/2021 SCCTD Repayment Capital/Security/Consultant	835,450.82
05/2021 Bus Purchases	7,779,758.00
10/2021 Bus Purchases (New Vehicle Inspections)	15,012.00
12/2021 Disbursement to SCCTD	843,179.28
12/2021 Disbursement to SCCTD	1,504,536.97
12/2021 Refund to IL Funds	(2,019,705.00)
05/2022 Disbursement to SCCTD	6,408,920.78
11/2022 Disbursement to SCCTD	45,393.00
11/2022 Disbursement to SCCTD	688,806.85
05/2023 Project Expenses	(15,777.35)
11/2023 Disbursement to SCCTD	1,756,617.86
12/2023 Disbursement to SCCTD	5,235,728.48
01/2024 Disbursement to SCCTD (disbursed 06/2024)	2,979,882.39
02/2024 Disbursement to SCCTD	2,524,007.86
03/2024 Disbursement to SCCTD	1,038,446.05
03/2024 Refunded to SCCTD	2,019,705.00
04/2024 Disbursement to SCCTD (disbursed 06/2024)	579,728.90
04/2024 Disbursement to SCCTD	971,365.02
05/2024 Disbursement to SCCTD (disbursed 06/2024)	927,758.11
06/2024 Disbursement to SCCTD	7,393,752.87
07/2024 Disbursement to SCCTD	840,792.99
08/2024 Disbursement to SCCTD	2,182,745.47
09/2024 Disbursement to SCCTD	531,551.43
10/2024 Disbursement to SCCTD	595,359.25
11/2024 Disbursement to SCCTD	565,436.11
12/2024 Disbursement to SCCTD	559,642.47
01/2025 Disbursement to SCCTD	868,998.23
02/2025 Disbursement to SCCTD	240,707.00
03/2025 Disbursement to SCCTD	824,937.50
04/2025 Disbursement to SCCTD	332,826.33
05/2025 Disbursement to SCCTD	256,173.16
06/2025 Disbursement to SCCTD	389,802.70
07/2025 Disbursement to SCCTD	581,201.15
08/2025 Disbursement to SCCTD	841,981.19
10/2025 Disbursement to SCCTD	523,889.87
11/2025 Disbursement to SCCTD	830,450.14
12/2025 Disbursement to SCCTD	389,540.60
12/2025 Disbursement to SCCTD	306,560.27
01/2026 Disbursement to SCCTD	213,882.47
02/2026 Disbursement to SCCTD	1,031,196.64
03/2026 Disbursement to SCCTD	394,886.09
04/2026 Disbursement to SCCTD	549,812.12
05/2026 Disbursement to SCCTD	436,220.09
06/2026 Disbursement to SCCTD	1,268,159.98
	$ 64,062,232.43

Approved Project Cost	
MidAmerica Extension - BSD Administrative Cost (pay at project completion)	2,000,000.00

								Aug-25	148,290.85		
								Sep-25	148,287.75		
								Oct-25	141,434.03		
								Nov-25	143,099.94		
								Dec-25	133,950.85		
								Jan-26	132,807.16		
								Feb-26	124,009.55		
								Mar-26	108,721.47		
								Apr-26	119,217.30		
								May-26	115,420.98		
								Jun-26	125,628.00		
								Jul-26	226,855.57		
								Aug-26	118,038.33		
								Sep-26	114,031.95		
Funding 1	**$**	**35,599,849.75**	**Funding 2**	**$**	**16,049,784.25**	**Funding 3**	**$**	**39,236,142.50**	**Interest Earned**	**8,877,847.58**	**$ 33,701,391.65**

Exhibit B

ACKNOWLEDGMENT OF RECEIPT OF FUNDS

This acknowledges that on (date) _____, the Bi-State Development Agency of the Missouri – Illinois Metropolitan District received from the Metro East Transit District of St. Clair County the sum of _____. On (date) _____, the Metro East Transit District of St. Clair County received from the Bi-State Development Agency of the Missouri – Illinois Metropolitan District the sum of _____.

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

By: _____

Taulby Roach, President and CEO

Date: _____

THE METRO EAST TRANSIT DISTRICT OF ST CLAIR COUNTY

By: _____

Ken Sharkey, Executive Director

Date: _____

Bi-State Development Agency
Operations Committee
Open Session Agenda Item
October 22, 2026

From:	Mary Lamie, Executive Vice President of Multimodal Enterprises
Subject:	**Army Corps of Engineers Agreement for Wetland Mitigation Site Close Out**
Disposition:	Approval
Presentation:	Mary Lamie, Executive Vice President of Multimodal Enterprises

Objective:
To request from the Operations Committee, a recommendation to refer to the Board of Commissioners for approval, an authorization for the President and CEO to enter into an intergovernmental agreement with the United States Army Corps of Engineers (USACE) filing a declaration of covenants and restrictions on the 5.70-acre Lou Mund Mitigation Site at the St. Louis Downtown Airport (Airport).

Background:
On June 20, 2007, the Federal Aviation Administration (FAA) approved an environmental assessment for various projects identified in the Airport's Capital Improvement Plan. These projects included the extension of Runway 30R and associated taxiway by 1500 feet to the east, installation of drainage structures in Goose Lake Canal, the widening of Runway 12R-30L by 75 feet, land acquisition, construction of aircraft buildings and associated pavement, and up-dating airfield lighting. Several of these projects required placement of fill material into wetlands and waters of the United States. These impacts were permitted as one complete project under the authority of the United States Department of Army Permit No. P-2614 on July 28, 2009. See 2009 USACE Permit No. P-2614.

As part of the conditions of the permit, the USACE required wetland and waters mitigation. The Airport elected to mitigate wetlands and waters on existing Airport property. The mitigation site (Lou Mund Mitigation Site) is approximately 5.7 acres and includes an emergent wetland and open water, is located upstream of the Airport, and adjacent to Goose Lake Canal. To comply with the USACE's permit and wetland mitigation requirements, the following is required.

- Five years of monitoring at the site.
- Maintenance of the site to meet specific wetland performance criteria including survivability of wetland plants and removal of invasive species
- Assurance the site will remain a wetland in perpetuity. This can be done through a declaration of covenants and restrictions.

To date, the Airport has fulfilled its monitoring and maintenance of the site; however, the declaration of covenants and restrictions has not been filed, leaving the existing USACE project open indefinitely. This leaves the Airport open to enforcement action from the USACE, since the permit obligations have not yet been fulfilled. With the permit still open, the property is still federally obligated.

Entering into the agreement and filing the declaration would complete the obligation, under the existing USACE permit. The declaration of covenants will restrict future uses for the property, but by meeting the obligations of the permit, it reduces the Airport's liability with the USACE and allows some flexibility with future management. This allows the Airport to retain authority over the management of the property in ways reasonably necessary to maintain the mitigation site's function and address airport operational or safety needs.

Analysis:
Entering into a declaration of covenants and restriction for the Mund site would meet the legal obligation to the USACE. The declaration of covenants will reduce the Airport's liability with the USACE and allows some flexibility with future management.

Previous Contract Cost Comparison:
There is no previous contract cost for comparison. The cost to file the declaration of covenants with USACE is $36.00.

Committee Action Requested:
Management recommends that the Operations Committee accept a recommendation to refer to the Board of Commissioners for approval, an authorization for the President and CEO to enter into a declaration of covenants and restriction for the Lou Mund Site to meeting the obligations of their 404/401 Water Quality Certification.

Attachments:
Declaration of Covenants and Restriction
USACE Permit
Site Exhibits

Funding Source:
The airport has accounted for this service as an annual expense in their operating budget.

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.

DECLARATION OF COVENANTS AND RESTRICTIONS

The Declarant, Bi-State Development Agency, is the owner in fee simple of certain real property, hereinafter called "Restricted Property," lying, being, and situated in the County of St. Clair, State of Illinois, and described as follows; to wit:

(See the attached "Plat of Survey" for legal description and descriptive map of mitigation site.)

The "Restricted Property" herein is, or will become, a mitigation site under the regulatory jurisdiction of the St. Louis District of the U.S. Army Corps of Engineers (hereinafter referred to as the U.S. Army Corps of Engineers), pursuant to Section 404 of the Clean Water Act (33 USC 1344).

The Declarant is the applicant for U.S. Army Corps of Engineers permit number MVS-2006-654 , to place dredged or fill material into waters of the United States in accordance with plans which form a part of U.S. Army Corps of Engineers permit number MVS-2006-654, and; the U.S. Army Corps of Engineers has regulatory jurisdiction of the said mitigation site, pursuant to Section 404 of the Clean Water Act (33 USC 1344).

The Declarant and the U.S. Army Corps of Engineers have reached an agreement whereby the Declarant will be permitted to place dredged or fill material into waters of the United States in accordance with the terms and conditions of U.S. Army Corps of Engineers permit number MVS-2006-654, and; that in consideration for the permittee to place dredged or fill material into the waters of the united states, the Declarant will mitigate the adverse environmental effects resulting from the placement of dredged or fill material into the waters of the United States, which when completed will be what is described herein as the "Restricted Property" and dedicating the realty described as the "Restricted Property" as follows: The mitigation area shall be dedicated for the perpetual use as a conservancy areas in accordance with the terms and conditions of this document and the above mentioned permit.

WHEREAS, a permit to place dredged or fill material into waters of the U.S. including indirect impacts would not have been granted but for the performance of the mitigation measures contained in the said permit, including the dedication of the "Restricted Property" for this use as environmental mitigation, and; that, a certified copy of this document, as recorded in the Office of the County Recorder for St. Clair County, Illinois, must be submitted to the U.S. Army Corps of Engineers within 60 days of the authorization of Department of the Army permit number MVS-2006-654, and; the said permit is issued in consideration for the performance of the mitigation measures contained in the said permit, including the execution and recording of this Declaration of Covenants and Restrictions.

NOW THEREFORE, the Declarant for and in consideration of the facts herein recited and the mutual covenants, terms, conditions and restrictions herein contained, does hereby make the following covenants and creates the following restrictions on the "Restricted Property", for the purpose set forth herein:

NOW, THEREFORE, the Declarant, for and in consideration of the facts herein recited and the mutual covenants, terms, conditions and restrictions herein contained, does hereby make the following covenants and creates the following restrictions upon the Restricted Property shown on Plate of Survey, for the purpose set forth herein:

1. View of Restricted Property. The Declarant shall not obstruct the view of the Restricted Property in its natural, scenic and open condition.

2. Right of Enforcement. The Declarant does hereby acknowledge and agree that the U.S. Army Corps of Engineers, in a reasonable manner and at reasonable times, may enforce by proceedings at law or in equity the covenants hereinafter set forth. The U.S. Army Corps of Engineers shall, however, acquire no interest in the Restricted Property as a result of this right. The U.S. Army Corps of Engineers does not waive or forfeit the right to take action as may be necessary to insure compliance with the covenants and purposes of this Declaration by any prior failure to act.

3. Right to Enter and Inspect. The U.S. Army Corps of Engineers may, at all reasonable times, enter upon the Restricted Property for the purpose of inspecting the Restricted Property to determine if the Declarant, or its successors or assigns, is complying with the covenants and purposes of this Declaration.

4. Covenants and Restrictions. Without the prior written consent from the U.S. Army Corps of Engineers under the terms of the aforesaid U.S. Army Corps of Engineers permit number MVS-2006-654, the Declarant shall abide by the following covenants:

a. No dredge or fill material shall be placed on the Restricted Property except as necessary for the completion of the approved mitigation plan as provided pursuant to the U.S. Army Corps of Engineers permit number MVS-2006-654, or for public safety or essential utility services. Any such public safety project or essential utility services project must be approved in writing by the U.S. Army Corps of Engineers and effects upon the Restricted Property must be avoided and minimized to the maximum extent possible.

b. No commercial, industrial, agricultural, residential, buildings, or structures including signs, billboards, other advertising material, or other structures shall be built or placed on the Restricted Property except as necessary for the completion of the approved mitigation plan as provided pursuant to the U.S. Army Corps of Engineers permit number MVS-2006-654or for educational or interpretive purposes. Any such educational or interpretive projects must be approved in writing by the U.S. Army Corps of Engineers and effects upon the Restricted Property must be avoided and minimized to the maximum extent possible.

c. No cutting, removal, or destruction of vegetation, draining, plowing, mining, removal of topsoil, sand, rock, gravel, minerals, or other materials shall be permitted in, on or from the Restricted Property except as necessary for the completion of the mitigation plan as provided pursuant to the U.S. Army Corps of Engineers permit number MVS-2006-654.

d. No grazing or keeping of cattle, sheep, horses, or other livestock shall be permitted on the Restricted Property.

e. There shall be no operation of snowmobiles, dunebuggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles on Restricted Property, except as necessary for completion of the mitigation plan pursuant to the U.S. Army Corps of Engineers permit number MVS-2006-654.

5. Amendment. Amendments to the document for the purpose of proposing additional impacts to the Restricted Property are not favored and will be considered only in rare circumstances following U.S. Army Corps of Engineers policy and procedures. This Declaration of Covenants and Restrictions may be changed, modified, or revoked only upon written approval of the U.S. Army Corps of Engineers. To be effective, such approval must be witnessed, authenticated, and recorded pursuant to the laws of the State of Illinois.

6. Reservation. Except as expressly limited herein, the Declarant reserves for itself, its successors and assigns, all rights as owner of the Restricted Property, including the right to use the Restricted Property for all purposes not inconsistent with these covenants and restrictions.

7. Consideration. This Declaration of Covenants and Restrictions is created in consideration for the Declarant being allowed to place dredged or fill material into waters of the United States in accordance with the terms and conditions of U.S. Army Corps of Engineers permit number MVS-2006-654.

8. Binding; Run with the Land. The terms and conditions of this Declaration of Covenants and Restrictions shall, as of the date of execution of this document, bind the Declarant to the extent of its legal and/ or equitable interest in the Restricted Property, and; this Declaration, and the covenants and restrictions contained herein, shall run with the land both as to benefit and to burden and shall be binding on the Declarant and its successors and assigns forever.

9. Eminent Domain. If the Restricted Property is taken in whole or in part through eminent domain, the consequential value of the property protected by the Clean Water Act is the cost of replacement of the conservation functions, services, and values with other property in the same watershed.

10. Inaccurate or Fraudulent Protection. Should an easement, right or lease on or to the Restricted Property not shown on surveys or listed in the mitigation plan for MVS-2006-654 and prior in time and recording to this document, or unrecorded, be exercised in such a manner that it conflicts with or voids the prohibited uses of the Restricted Property set out in this document, then the owners of the Restricted Property shall be responsible for providing alternative conservation mitigation in such amounts and of such service and function as the U.S. Army Corps of Engineers shall determine in accordance with Section 404 of the Clean Water Act.

11. Incorporation by Reference. The terms and conditions of this Declaration of Covenants and Restrictions shall be both implicitly and explicitly included in any transfer, conveyance, or encumbrance of the Restricted Property, regardless of whether the instrument of transfer makes reference to such Declaration of Covenants and Restrictions.

12. Advance Notification. The U.S. Army Corps of Engineers shall be provided with a 60-day advance written notice of any legal action concerning this document or of any action to extinguish, void, or modify this document in whole or in part. This document is intended to survive foreclosure, bankruptcy, condemnation, or judgments affecting the Restricted Property.

13. Severability. If any provision of these Restrictions or the application thereof to any person or circumstances is found to be invalid, the remainder of the Restrictions shall not be affected thereby, as long as the purpose of these Restrictions is preserved.

14. Controlling Law. The interpretation and performance of these Restrictions shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the undersigned has set its hand as of the day and year first above written.

_____
owners name

By: _____

STATE OF _____

COUNTY OF _____

I, the undersigned a Notary public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that_____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he signed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this_____ Day of _____20__.

IMPRESS
NOTARY SEAL
HERE

_____
NOTARY PUBLIC

My commission expires:

DEPARTMENT OF THE ARMY
ST. LOUIS DISTRICT CORPS OF ENGINEERS
1222 SPRUCE STREET
ST. LOUIS, MISSOURI 63103-2833

REPLY TO
ATTENTION OF:

July 28, 2009

Regulatory Branch
File Number: MVS-2006-659 (P-2614)

Mr. Bob McDaniel, Director
St. Louis Downtown Airport
1680 Sauget Industrial Parkway
Sauget, Illinois 62206-1449

Dear Mr. McDaniel:

Enclosed are two copies of pending **Department of the Army (DA) Permit P-2614** which, **when issued,** will authorize you to place fill material into waters of the United States in conjunction with multiple airport facility improvements to include installation of culverts for aircraft and vehicular crossings and taxiway and runway extensions at the St. Louis Downtown Airport in Sauget, St. Clair County, Illinois. Approximately 0.93 acres of wetland will be impacted by the project as well as impacts to 850 feet of drainage ditches and 600 feet of impacts to Goose Canal. Goose Canal is connected to the Mississippi River.

General conditions designated 1 through 6 and parts 2 through 6 of "Further Information" are standard conditions for all permits. Special conditions 1 through 9 specify measures to protect water quality at the worksite, ensure protection of the aquatic environment and compliance measures.

The authorization will be issued by this District following your acceptance of the terms and conditions that have been incorporated into the instrument. It is requested that you carefully review the enclosed permit to assure that you understand and accept the conditions under which the authorization is granted. This letter contains an **Initial Proffered Permit** and approved jurisdictional determination for your project. If you object to this determination, you may request an administrative appeal under Corps regulations at 33 CFR Part 331. Enclosed you will find a Notification of Appeal Process (NAP) fact sheet and Request for Appeal (RFA) form. If you request to appeal this determination you must submit a completed RFA form to the Mississippi Valley Division Office at the following address:

Mr. James B. Wiseman, Appeals Officer
Administrative Appeals Review Officer
Mississippi Valley Division
P.O. Box 80 (1400 Walnut Street)
Vicksburg, MS 39181-0080
Phone (601) 634-5820 Fax (601) 634-5816

In order for an RFA to be accepted, the Corps must determine that it is complete, that it meets the criteria for appeal under 33 CFR part 331.5, and that it has been received by the Division Office within 60 days of the date of the NAP. Should you decide to submit an RFA form, it must be received at the above address by **September 28, 2009**. It is not necessary to submit an RFA form to the Division Office if you do not object to the determination and or decision in the following attachments.

Regulations at 33 CFR 325.1 (f) specify that applicants are required to pay a fee prior to the issuance of a Department of the Army permit. A fee of $100 when the purpose of the project is commercial or industrial in nature and is in support of operations that charge for production, distribution or sale of goods or services. A fee of $10 is charged when the work is noncommercial in nature and provides personal benefits that have no connection with a commercial enterprise. Your proposal warrants payment of the $100 fee.

We appreciate any feedback that you are able to offer. Please consider filling out the enclosed customer survey or going to the following link: http://per2.nwp.usace.army.mil/survey.html to complete a quick, on-line survey regarding the Corps' Regulatory Program.

You may acknowledge your acceptance of the proposed terms and conditions by signing and returning **both** copies of the enclosure accompanied by a check in the amount of $100 made payable to "FAO, USACE, St. Louis District". If you have any questions please contact Mr. Keith McMullen at (314) 331-8582. Please refer to file number **MVS-2006-659**.

Sincerely,

Danny D. McClendon

Danny D. McClendon
Chief, Regulatory Branch

Enclosures

Copy Furnished: (w/o enclosures)

Mr. Rodger Anderson
Hanson Professional Services, Incorporated
1525 South Sixth Street
Springfield, Illinois 62704

Special Conditions

1. That the permit may be revoked or a stop work order issued if the State of Illinois notifies us, that the permitted activities are not being performed in conformance with the **7** special conditions described in Illinois Environmental Protection Agency's July 15, 2009, Section 401 Water Quality Certification conditions issued for this permit (see attached).

2. The applicant must provide compensatory mitigation for the impacts to **0.93** acres of emergent wetlands and **0.64** acres of open water habitat. The applicant shall follow and abide by general methods and best management practices in construction of the proposed mitigation site as described in the March 10, 2009 Construction Wetland submittal. The following wetland mitigation shall be performed: **1.6** acres of open water habitat and **4.1** acres of emergent wetland and adjoining buffer at an adjacent off-site location as well as approximately **3.9** acres of emergent wetland on-site.

3. Monitoring of the compensatory mitigation site for activities within the permit boundary shall be conducted annually for a monitoring period that is sufficient to demonstrate that performance standards and objectives are being met, not less than **5** years. The end of the monitoring will be determined by the St. Louis District. Performance monitoring must ensure an 80% survival of planted species and stable stream and wetland conditions. An annual report must be submitted to our office at the end of each monitoring period in accordance with 33 CFR 332.6; Monitoring; Compensatory Mitigation for Losses of Aquatic Resources; Final Rule. If, at the end of the monitoring period, the site is providing adequate functions and values, then additional monitoring will not be required. If, at the end of the monitoring period, the site is not functioning, then corrective measures will need to be implemented.

4. The applicant shall file a Declaration of Covenants and Restrictions with the County Recorder of Deeds thus restricting activities within the off-site compensatory mitigation area Signage shall be posted around the protected mitigation areas notifying the public such areas are protected resources in perpetuity. This Declaration of Covenants shall be finalized and a copy returned to the Corps of Engineers within **60** days from issuance of this permit. Documents relative to preservation in perpetuity of the on-site mitigation shall be forwarded to the Corps of Engineers within **60** days as well.

5. Maintenance, monitoring, and any corrective measures on the mitigation site shall be the responsibility of the permittee. This responsibility cannot be assigned to a third party, without express written approval from the Corps. The permittee, the Corps, and the third party must agree to any transfer of responsibility from the permittee to a third party.

6. The applicant must notify the Corps of Engineers should any change in size, location or methods to accomplish the work occur. Changes could potentially require additional authorizations from the Corps as well as other Federal, state or local agencies.

7. The applicant must notify the Corps of Engineers upon completion of all work relative to the project. A compliance inspection by the Corps will be carried out in order to witness that all conditions have been complied with during construction.

8. Permittee shall allow representatives from the Corps office to inspect the authorized activity at any time deemed necessary to ensure compliance with permit conditions.

9. This permit does not obviate the permittee from obtaining any other federal, state or local authorization required by law for the activity authorized.

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: St. Louis Downtown Airport		File Number: 2006-659	Date: 7-28-09
Attached is:			See Section below
X	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)		A
	PROFFERED PERMIT (Standard Permit or Letter of permission)		B
	PERMIT DENIAL		C
X	APPROVED JURISDICTIONAL DETERMINATION		D
	PRELIMINARY JURISDICTIONAL DETERMINATION		E

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at http://usace.army.mil/inet/functions/cw/cecwo/reg or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- OBJECT: If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- APPEAL: If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- ACCEPT: You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- APPEAL: If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact:
Keith A. McMullen
Illinois Section Chief
Regulatory Branch
1222 Spruce
St. Louis, MO 63103
Phone (314) 331-8582 Fax (314) 331-8741

If you only have questions regarding the appeal process you may also contact:
James B. Wiseman, Appeals Officer
Mississippi Valley Division
PO Box 80
Vicksburg, MS 39181-0080
Phone (601)634-5820 Fax (601) 634-5816

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

Signature of appellant or agent.	Date:	Telephone number:

US Army Corps
of Engineers
St. Louis District

This notice of authorization must be conspicuously displayed at the site of work.

July 28, 2009

A permit to authorize placement of fill material into waters of the United States in conjunction with the development of multiple airport facility improvements to include installation of culverts for aircraft and vehicular crossings and taxiway and runway extensions at the St. Louis Downtown Airport in Sauget, St. Clair County, Illinois. The unnamed drainage ditches and Goose Canal are tributaries to the Mississippi River.

Permit Number

P -2614

Danny D. McClendon

(for) District Commander

Danny D. McClendon
Chief, Regulatory Branch

ENG FORM 4336, Jul 87 (33 CFR 320-220) EDITION OF JUL 70 MAY BE USED (PROPONENT: CECW-O)

DEPARTMENT OF THE ARMY
ST. LOUIS DISTRICT CORPS OF ENGINEERS
1222 SPRUCE STREET
ST. LOUIS, MISSOURI 63103-2833

REPLY TO
ATTENTION OF:

RECEIVED
JAN 07 2013
Hanson Professional Services Inc.
SPRINGFIELD, ILLINOIS

January 3, 2013

Regulatory Branch
File Number: 2006-659

Ms. Shawn Gibbs
Environmental Specialist
Hanson Professional Services, Inc.
1525 South Sixth Street
Springfield, Illinois 62703

Dear Ms. Gibbs:

We have reviewed correspondence of October 29, 2012, you submitted on behalf of Mr. Bob McDaniel, Director, St. Louis Downtown Airport, requesting modifications to Department of the Army Permit Number 2006-659 (P-2614). The original permit authorized the placement of fill material into waters of the United States in conjunction with multiple airport facility improvements to include installation of culverts for aircraft and vehicular crossings and taxiway and runway extensions at the St. Louis Downtown Airport near Cahokia, St. Clair County, Illinois. Approximately 0.93 acres of wetland as well as 1450 linear feet of drainage ditch and Goose Canal were impacted.

A site visit was conducted back on June 25, 2012, and based on information at that time, it was determined that remaining wetlands within the runway infields (6.63 and 2.83 acres respectively at the north and south infields) were isolated and therefore, not jurisdictional wetland subject to Section 404 of the Clean Water Act. However, your recent field work discovered a pipe running underneath Taxiway B does indeed connect the infield wetlands to Goose Canal, thus, rendering these wetlands as jurisdictional wetlands and subsequently subject to Section 404 of the Clean Water Act.

The current proposal is for the 2.83 acre south infield wetland to be filled by the additional airport facility improvements as required by the Federal Aviation Administration. Compensatory wetland mitigation will be accomplished at the existing offsite mitigation site. During the June 25, 2012 site visit, we determined the mitigation site is functioning well and meeting all the required standards. Excess mitigation is available therefore, the 2.83 acres proposed to be impacted and mitigated at a 1.5:1 ratio for a total of 3.39 acres of wetland mitigation would leave a negative balance of emergent wetland credits within the compensatory wetland mitigation site, however, could be mitigated out-of-kind with open water mitigation, of which 1.38 acres of open water credits are currently available. Therefore, all impacts would be sufficiently mitigated at the existing wetland mitigation site. The proposed project is near Goose Canal near Cahokia, St. Clair County, Illinois. Goose Canal is a tributary to the Mississippi River.

It is to be understood that this instrument does not give any property rights either in real estate or material, or any exclusive privileges; and that it does not authorize any injury to private property or invasion of private rights, or any infringement of Federal, state or local laws or regulations; nor does it obviate the necessity of obtaining state assent to the work authorized.

All the general conditions designated 1 through 6 and parts 2 through 6 of "Further Information" are standard conditions for all permits and remain unchanged. Special condition 1 as well as 3 through 10 specify measures to protect water quality at the worksite, establish stream and wetland mitigation guidelines and fulfill compliance and monitoring guidelines. These, too, remain unchanged.

If any material changes in the scope, location and plans of the work are found necessary, due to unforeseen conditions or otherwise, revised plans detailing proposed modifications in the work must be submitted to the District Engineer for review and approval. Proposed modifications may not be placed under construction until Department of the Army "Approval of Revised Plans" has been granted.

The St. Louis District Regulatory Branch is committed to providing quality and timely service to our customers. In an effort to improve customer service, please take a moment to complete the enclosed postage paid card or go to our Customer Service Survey found on our web site at http://per2.nwp.usace.army.mil/survey.html.

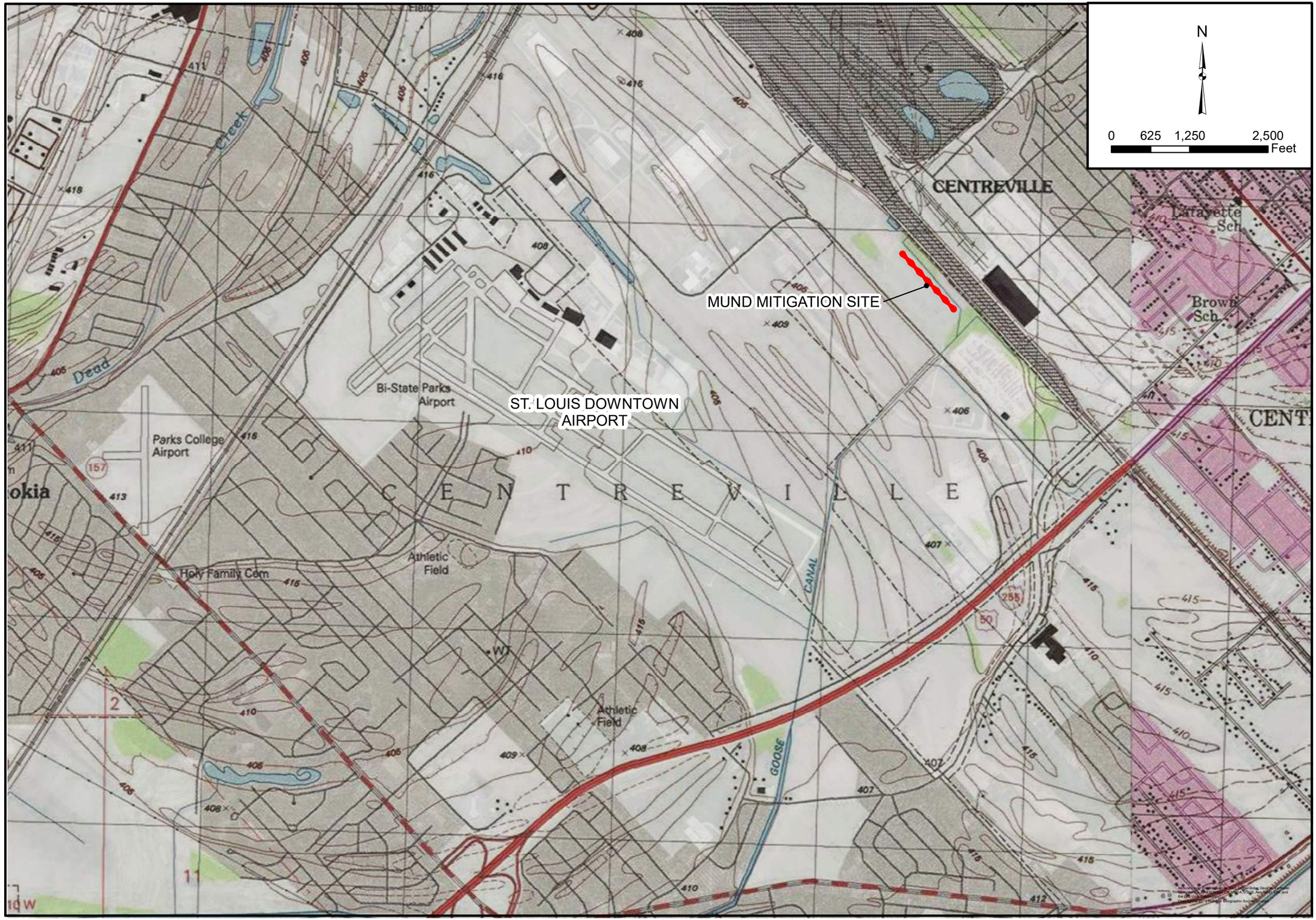
If you have any questions concerning this matter, please contact me at (314) 331-8582.

Sincerely,

Keith A. McMullen
Illinois Section Chief
Regulatory Branch

Copy Furnished:

Malone, IDNR
Heacock, IEPA
Diedrichsen, IDNR (OWR)
Collins, USFWS
Yu, USEPA



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#184-001084

ST. LOUIS DOWNTOWN AIRPORT

St. Louis Downtown Airport
6100 Archview Dr.
Cahokia, Illinois 62206

MUND MITIGATION SITE

NO.	DATE	DESCRIPTION		
		LAY	DWN	REV

ISSUE: MONTH DAY, YEAR

12A0153

CAD FILE:

LAYOUT BY:

DRAWN BY: SKG

REVIEWED BY: RHA

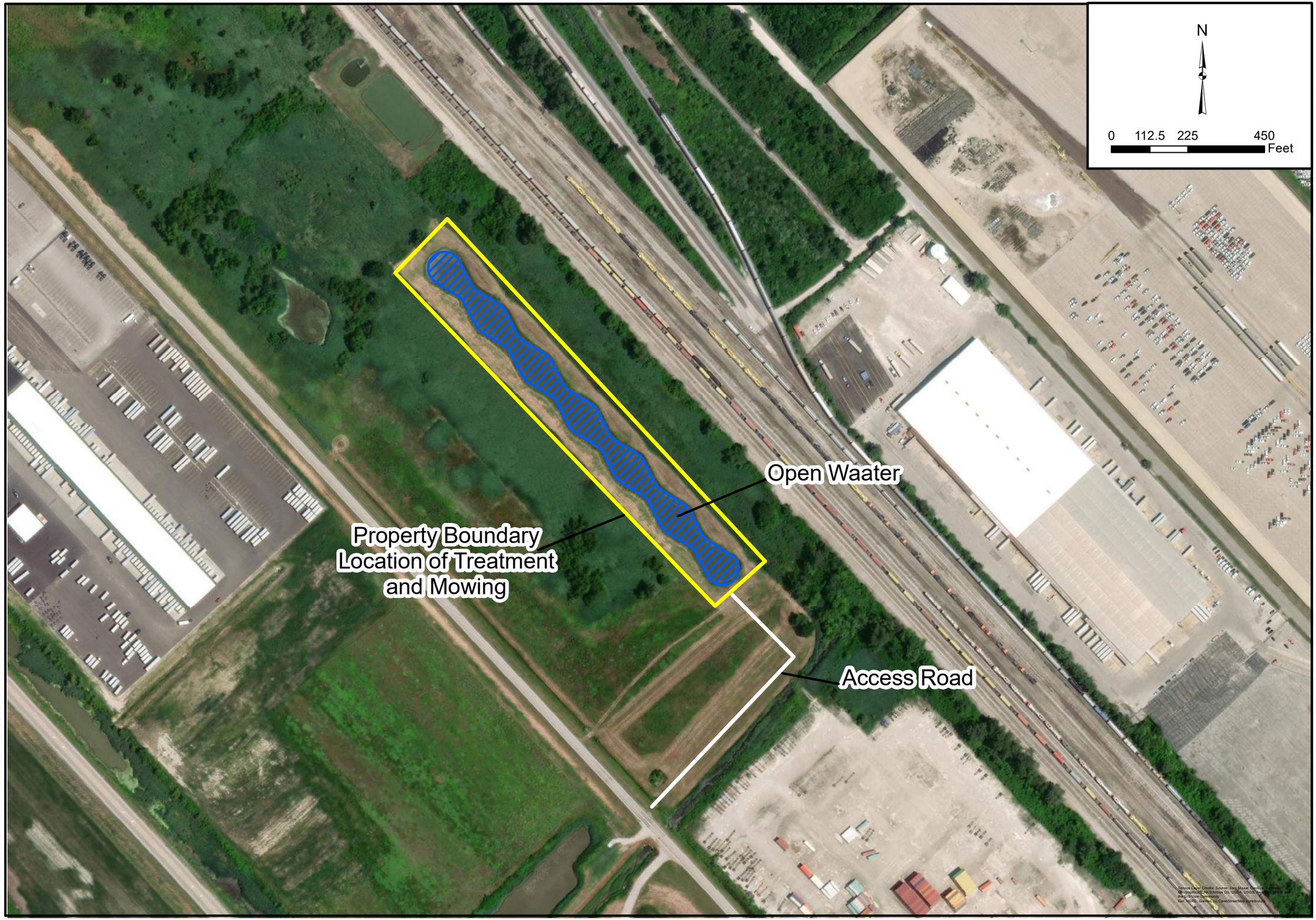
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SHEET TITLE

SITE MAP

EXHIBIT 1

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MUND MITIGATION SITE MONITORING REPORT

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ISSUE: MONTH DAY, YEAR
12A0153
CAD FILE:
LAYOUT BY:
DRAWN BY: SKG
REVIEWED BY: RHA

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SHEET TITLE

VICINITY MAP

EXHIBIT 2

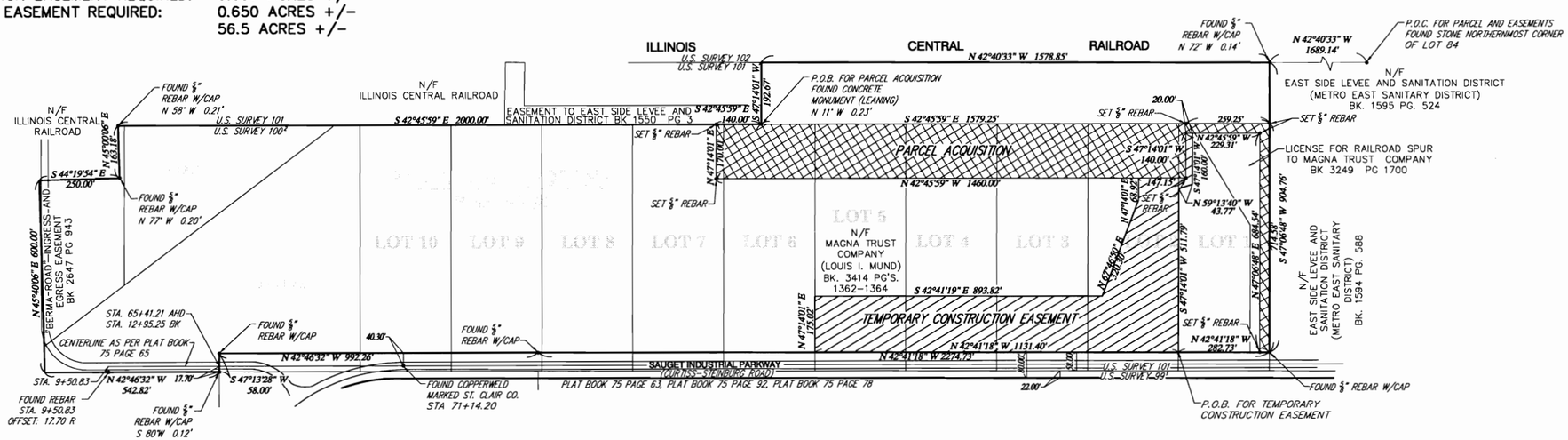
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PLAT OF SURVEY

PART OF LOTS 82, 83, 84 OF THE CAHOKIA COMMON FIELDS
IN UNITED STATES SURVEYS 100, 100, AND 101
TOWNSHIP 2 NORTH, RANGE 9 WEST
THIRD PRINCIPAL MERIDIAN
ST. CLAIR COUNTY, ILLINOIS

PARCEL DATA

OWNER'S NAME:	LOUIS MUND (TRUSTEE)
TAX ID NO:	02-310-409-001
TOTAL HOLDINGS (ASSESSOR'S MAP):	62.2 ACRES +/-
FEE SIMPLE REQUIRED:	5.698 ACRES+/-
TEMP CONSTRUCTION EASEMENT REQUIRED:	6.097 ACRES +/-
INGRESS/EGRESS EASEMENT REQUIRED:	0.650 ACRES +/-
REMAINDER:	56.5 ACRES +/-



GENERAL NOTES

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DATE 6/30/09 Raul C. Armstrong
PROFESSIONAL LAND SURVEYOR NO. 035-002927
LICENSE EXPIRES 11/30/10

RAYMOND C. ARMSTRONG 035-2927 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS ST. CHARLES, MO.

PARCEL ACQUISITION

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Hanson No. 08A0107
Filename REVD62909_C-101.DWG
Scale 1"=200'
Date 3/2/09

LAYOUT	RCA	1/09
DRAWN	JLK	1/09
REVIEWED	RCA	3/2/09

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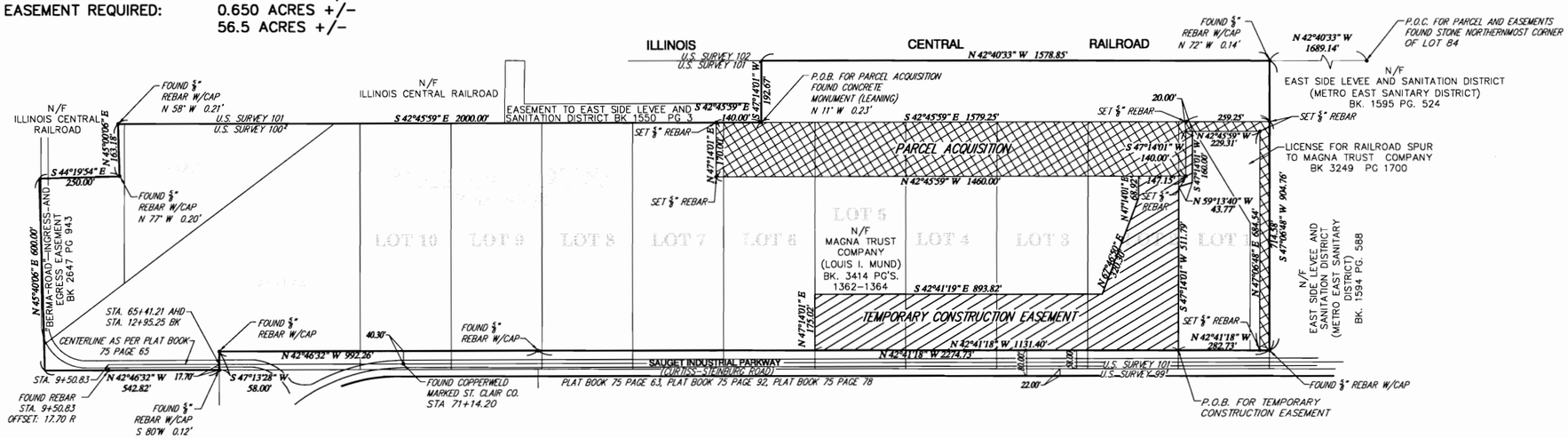
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PLAT OF SURVEY
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CAHOKIA, ST. CLAIR COUNTY, IL

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1 of 1 sheets

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Bi-State Development Agency
Operations Committee
Open Session Agenda Item
October 22, 2026

From:	Mary Lamie, Executive Vice President of Multimodal Enterprises
Subject:	**USDA Agreement for Airport Wildlife Services and Compliance**
Disposition:	Approval
Presentation:	Mary Lamie, Executive Vice President of Multimodal Enterprises

Objective:
To request from the Operations Committee, a recommendation to refer to the Board of Commissioners for approval, an authorization for the President and CEO to approve an intergovernmental agreement with the United States Department of Agriculture **(USDA)** for operational wildlife hazard management services, to meet and maintain compliance with Federal Aviation Administration **(FAA)** Part 139 airport safety regulations at the St. Louis Downtown Airport **(Airport).**

Background:
St. Louis Downtown Airport is a Part 139 Certified Airport. Part 139 establishes federal safety standards for airports that support certain levels of passenger service, which the Airport meets. As a Part 139 airport, the Airport is required to maintain a comprehensive wildlife hazard management program.

The Board of Commissioners previously approved, and the Airport entered into, an agreement with the USDA for continuous wildlife monitoring and management services for calendar years 2024–2026 to meet federal regulations. The Airport is seeking to continue this arrangement through a new three-year renewable intergovernmental agreement.

Under the proposed agreement, the USDA will continue to provide the Airport with a dedicated certified wildlife biologist and comprehensive wildlife hazard management services. These services include regular daytime and nighttime wildlife surveys, active wildlife control and removal, technical assistance and recommendations, assistance with maintaining required permits, updates to the Airport's FAA-approved Wildlife Hazard Management Plan as needed, required annual wildlife training and plan review, and preparation of documentation necessary for the Airport's annual FAA Part 139 safety inspection.

The USDA is the sole source capable of providing these services for the Airport's Part 139 wildlife hazard management requirements, as the USDA is the only organization approved by the FAA to perform these services to meet federal regulations.

Analysis:
Continuing the USDA agreement provides the Airport with a comprehensive and efficient means of meeting its FAA Part 139 wildlife hazard management requirements while utilizing specialized expertise that is not otherwise available through Airport or Bi-State Development staff.

The USDA's certified wildlife biologist will provide ongoing monitoring, technical expertise, active wildlife management, regulatory assistance, training, plan review and documentation throughout the term of the agreement. This provides the Airport with a level of continuous professional wildlife management that would otherwise require the Airport to separately procure and manage these services through a Wildlife Hazard Assessment (WHA).

The WHA approach would require the Airport to procure a qualified firm to conduct a comprehensive FAA-approved WHA, which would take approximately one year to complete and would be valid for five years. Following completion of the assessment, Airport staff would be solely responsible for ongoing wildlife dispersion and harassment activities, reporting, maintaining required permits, and procuring wildlife biologist services for annual training and Wildlife Hazard Management Plan review, for a 5-year estimated cost of $96,500.

The proposed USDA agreement provides ongoing access to a certified wildlife biologist and comprehensive wildlife hazard management services, while reducing the Airport's direct responsibility for procuring, administering, and performing the specialized activities associated with a WHA.

Previous Contract Cost Comparison:
The previous three-year, sole-source USDA agreement was $44,250. The proposed three-year agreement is $41,250, representing a $3,000, or 6.78%, decrease from the previous contract.

Committee Action Requested:
Management recommends that the Operations Committee accept a recommendation to refer to the Board of Commissioners for approval, an authorization for the President and CEO to enter into an intergovernmental agreement with the USDA for wildlife management services, in a not to exceed amount of $41,250.

Attachments:
Cooperative Service Agreement

Funding Source:
The airport has accounted for this service as an annual expense in their operating budget.

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.

COOPERATIVE SERVICE AGREEMENT
between
BI-STATE DEVELOPMENT AGENCY (COOPERTOR)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1 – PURPOSE

The purpose of this Cooperative Service Agreement is to provide operational wildlife hazard management at St. Louis Downtown Airport to reduce wildlife/aircraft strikes which may create hazards to aircraft and pose a threat to human safety. APHIS WS will also provide on-site training as well as technical advice on the implementation of the Wildlife Hazard Management Plan that has been developed for the Airport. APHIS WS may assist with resolving other wildlife damage as requested and as funds allow.

ARTICLE 2 – AUTHORITY

APHIS WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

1. APHIS WS shall perform services set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

2. The Cooperator certifies that APHIS WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS WS.

3. There will be no equipment with a procurement price of $5,000 or more per unit purchased directly with funds from the cooperator for use on this project. All other equipment purchased for the program is and will remain the property of APHIS WS.

4. The Cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

Cooperator agrees:

1. To designate the following as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this Agreement.

   Sandra Shore, Airport Director, St. Louis Downtown Airport
   6100 Archview Drive
   Cahokia Heights, IL 62206
   (618) 337-6060
   SEShore@stlouisdowntownairport.com

2. To authorize APHIS WS to conduct direct control activities as defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by the Cooperator. Cooperator will be required to exercise reasonable care to warn APHIS WS as to dangerous conditions or activities in the project areas.

3. To reimburse APHIS WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the Agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.

4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.

5. As a condition of this Agreement, The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.

6. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.

7. The Cooperator acknowledges that APHIS WS shall be responsible for administration of APHIS WS activities and supervision of APHIS WS personnel.

8. To obtain the appropriate permits for removal activities for species listed in the Work Plan and list USDA, APHIS, Wildlife Services as sub-permitees.

9. The Cooperator will not be connected to the USDA APHIS computer network(s).

10. To coordinate with APHIS WS before responding to all media requests involving APHIS WS.

ARTICLE 5 – APHIS WS RESPONSIBILITIES

APHIS WS Agrees:

1. To designate the following as the APHIS WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this Agreement.

   Johnathan Walls, State Director, APHIS WS, Illinois
   3430 Constitution Drive, Suite 121
   Springfield, IL 62711
   (217) 241-5726
   Johnathan.Walls@usda.gov

2. To conduct activities at sites designated by Cooperator as described in the Work and Financial Plans. APHIS WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this Agreement.

3. That the performance of wildlife damage management actions by APHIS WS under this Agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

4. To invoice Cooperator quarterly for actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of APHIS WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

5. To coordinate with CPS before responding to all media requests involving CPS.

ARTICLE 6 – CONTINGENCY STATEMENT

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS WS upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS WS funds for a finite period under a Continuing Resolution.

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

Nothing in this Agreement shall prevent APHIS WS from entering into separate Agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this Agreement.

ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 9 – LAWS AND REGULATIONS

This Agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this Agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

ARTICLE 10 – LIABILITY

APHIS WS assumes no liability for any actions or activities conducted under this Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 11 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

This Agreement shall become effective on January 1, 2027 and shall continue through December 31, 2029. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the Agreement. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 60 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this Agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

Cooperator's Tax ID No.: 43-6004283
APHIS WS's Tax ID: 41-0696271

BI-STATE DEVELOPMENT AGENCY

_____ _____

Taulby Roach, President and CEO Date
Bi-State Development Agency
One Metropolitan Square
211 North Broadway
Suite 700
Saint Louis, MO 63102
(314) 982-1400

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

_____ _____

Johnathan Walls, State Director Date
USDA, APHIS, WS
3430 Constitution Dr.
Suite 121
Springfield, IL 62711
(217) 241-5726 (office)

_____ _____

Keith Wehner Date
Director, Eastern Region
USDA, APHIS, WS
920 Main Campus Drive; Suite 2
Raleigh, NC 27606

WORK PLAN

In accordance with the Cooperative Service Agreement between Bi-State Development Agency and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget of this project during the period of this Agreement.

Program Objective

The purpose of this Agreement is for APHIS WS to provide integrated wildlife damage management technical assistance, continual monitoring, training, and operational wildlife control at St. Louis Downtown Airport (CPS) to compliment wildlife hazard management activities conducted routinely by airport personnel. These activities will be provided by APHIS WS staff and overseen by a FAA Qualified Wildlife Biologist. The activities are intended to minimize threats to Aviation and Human Health and Safety caused by bird/wildlife interaction with aircraft movements. Assistance for 'urban rodents' as defined in WS Directive 2.345 is not being provided.

Plan of Action

APHIS WS agrees to provide wildlife management services to include: a continual monitoring program for wildlife hazards (per recommended protocol in FAA-Advisory Circular 150/5200-38 and FAA Great Lakes Region guidance) at CPS to evaluate and make integrated wildlife damage management technical assistance recommendations for preventing and/or reducing long term conflicts caused by wildlife, conducting monthly avian surveys and quarterly mammalian surveys, implement operational control (as approved by CPS) to dissuade/remove problem wildlife from the airport, provide CPS an annual report describing the activities and accomplishments in reducing wildlife hazards, per AC 150/5200-38 Continuous Monitoring guidelines and FAA Great Lakes Region guidance, and provide annual Wildlife Hazard Management Training to airport personnel as required by FAA-Advisory Circular 150/5200-36. APHIS WS will provide equipment and supplies to the airport, as available, as well as technical assistance to aid in long term wildlife hazard management at the airport. Wildlife causing conflicts may be euthanized if determined necessary.

For APHIS WS to implement this Agreement, CPS will permit APHIS WS operational access on CPS assigned radio frequencies for communication with FAA Air Traffic Control and CPS operations staff with the following conditions:

- APHIS WS may use agency radio equipment to satisfy cooperative operational requirements.
- APHIS WS will always follow proper radio procedures.
- APHIS WS will operate within the radio frequency assignment parameters.

FINANCIAL PLAN

	CY2027	CY2028	CY2029
Personnel Costs	$9,492	$9,689	$9,886
Travel			
Vehicle Use (fuel)	$725	$725	$725
Supplies and Materials	$400	$400	$400
Subtotal (Direct Costs)	$10,617	$10,814	$11,011
Pooled Job Cost (11%)	$1,168	$1,190	$1,211
Program Support (16.15%)	$1,715	$1,746	$1,778
Agreement Total	$13,500	$13,750	$14,000

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement but may not exceed $13,500 during CY2027, $13,750 during CY2028, and $14,000 during CY2029 for a total of $41,250.

APHIS WS staff may be compensated at regular time, night-time-differential, and/or overtime pay rates in accordance with programmatic Directives to accomplish the purpose of this Agreement.

Financial Point of Contact/Billing Address:

BI-STATE DEVELOPMENT AGENCY
Sandra Shore, Airport Director
Bi-State Development Agency
One Metropolitan Square, Suite 700
Saint Louis, MO 63102
(618) 337-6060 ext. 5
seshore@stlouisdowntownairport.com

APHIS WS:
Johnathan Walls, State Director
USDA WS
3430 Constitution Drive, Suite 121
Springfield, IL 62711
(217) 241-5726
Johnathan.Walls@usda.gov

Operations Report

Ron Forrest, Chief Operating Officer, Metro Transit

October 22, 2026

Workforce Update

Staffing Levels (10/12/2026)									
	FT MetroBus Operators	PT MetroBus Operators	MetroLink Operators	FT CAR Operators	PT CAR Operators	General Maintenance 1A Mechanics	Vehicle 1A Mechanics	MetroLink ElectroMech	Electricians
Budgeted	619	63	102	200	15	42	181	39	65
Filled (includes Trainees)	596	34	92	198	5	39	154	25	56
(Over)/Under Budget	23	29	10	2	10	3	27	14	9
% (Over)/Under Budget	3.72%	46.03%	9.80%	1.00%	66.67%	7.14%	14.92%	35.90%	13.85%



Recruitment:

September 19 Metro Hiring Event | North County Transit Center

- 92 attendees
- 32 Full-Time | 2 Part-Time Van Operator offers
- 32 Full-Time | 2 Part-Time MetroBus Operator offers

Next Hiring Event scheduled for November 14

Strategy to Increase Workforce

- Zoom/Virtual Interviews
- Streamlining the hiring process
- On-Call agreements with outside recruiters to increase candidate numbers are being developed
- Maintenance Apprenticeship Program
- Metro Transit Mechanic Recruitment & Workforce Pipeline Initiative – Outreach to over 15 schools/programs
- Changed minimum hiring age from 21 to 18 for maintenance candidates

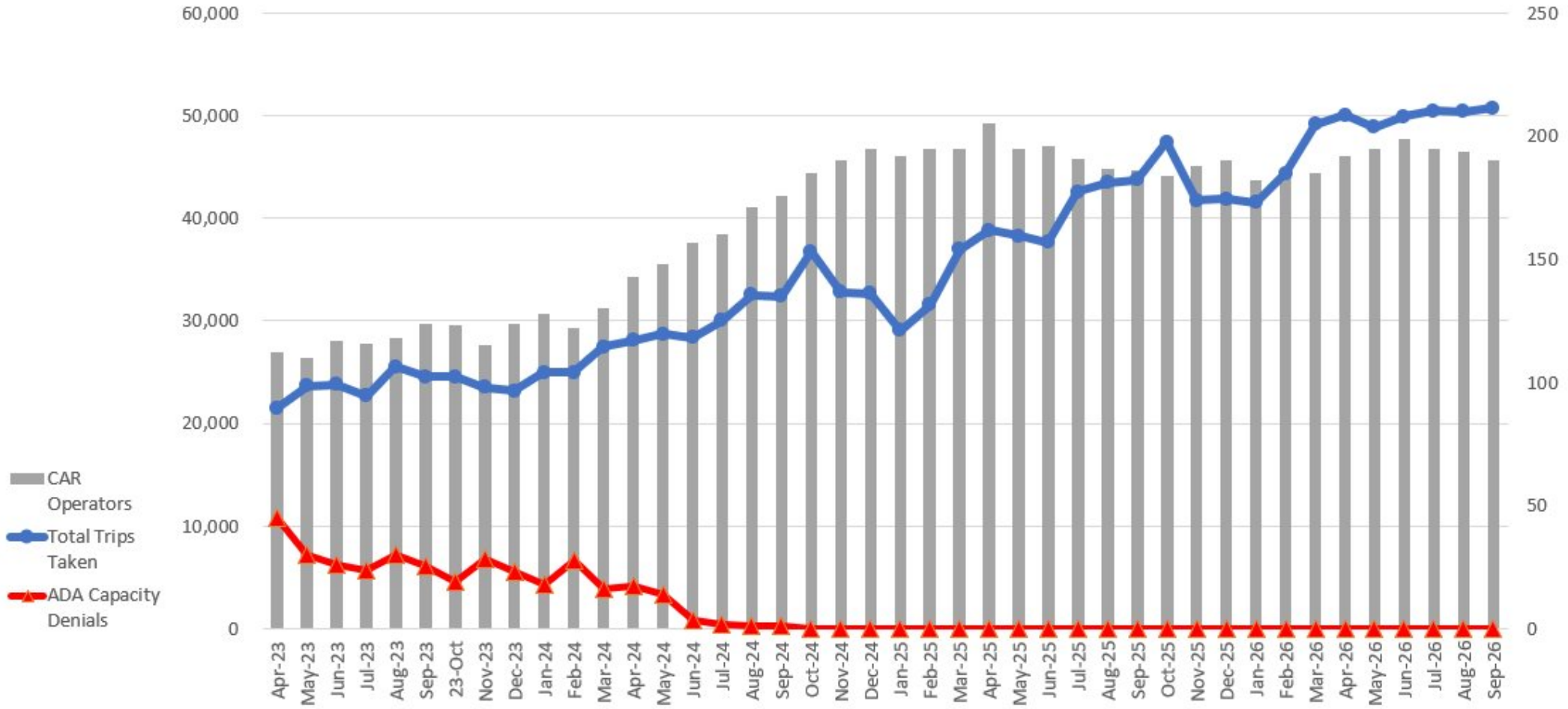


Transit Ridership

Fiscal Year 2027 YTD (September 2026)		
Mode	**Boardings**	**Increase from FY 2026**
System	6 Million	4%
MetroLink	2.03 Million	-2.3%
MetroBus	3.85 Million	7%
Call-A-Ride (inc. overflow services)	152.0 K	17.61%
Via Microtransit	68.1 K	-20%*

*Decrease reflects some diversion of general microtransit capacity to paratransit overflow

Call-A-Ride Operators and Total Passenger Trips Served vs ADA Capacity Denials



Metro Call-A-Ride:
Rider's Guide Project Completed

What's New for Riders

- **Simplified Navigation** – Easy-to-follow guidance on eligibility, booking, fares, and policies.
- **Enhanced Rider Information** – Includes trip tracking, MetroGo! app resources, travel training, and key contacts.
- **Increased Transparency** – Clearly explains service expectations, no-show policies, appeals, and provider partnerships.



Newly drafted Rider's Guide

A Better Ride is Coming in 2027



Turtle Top Terra Transit

New vans are planned for Call-A-Ride, bringing a smoother ride, improved climate control, and easier access for customers.

Designed with comfort and accessibility in mind, these vehicles will help make every trip more comfortable, convenient, and reliable.

Highlights

- Smoother, quieter ride
- Enhanced heating and cooling
- Improved accessibility and boarding
- Modern, customer-focused design

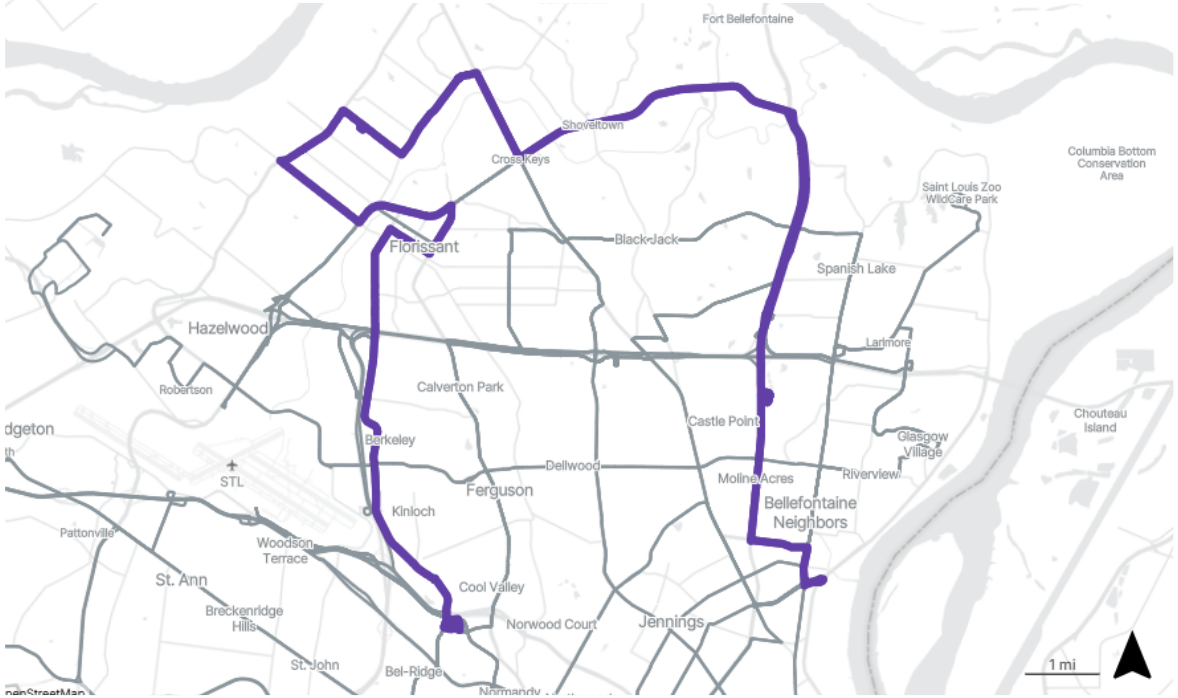
Gamechanger – MobilityTrans



Fixed Route Service Change Updates

- Regular service changes implemented September 14, with schedule adjustments to 6 bus routes, schedule *and* routing adjustments to an additional 4 bus routes.
  - #5 Green Line service was replaced by routing changes to #2 Red Line and #16 City Limit routes
- **Route #71 returns to North County on November 30**, with corresponding paratransit service in that area
- Other upcoming service changes in 2026 include:
  - Mid America Airport MetroLink station opening planned for later this fall
  - Next scheduled service change will go into effect on November 30

New #71 Routing in North St. Louis County starts November 30, 2026



Bus Stop Improvements

- Metro Planning and Engineering are adding a variety of seating and shelter to 40+ bus stops, improving safety & comfort for customers
  - Permit applications nearly complete for all locations; Engineering will submit for approval from MODOT, St. Louis County
  - New seating options start going out this month!
- Continued work with external partners to explore options when amenities requested
  - Partners with CMT on “Story of a Bench” Program – 5 in MO, 6 in IL complete
  - Working with BJC on Sunset Hills shelter location



New low profile seating option for stops lacking space for a full bench(above)

CMT's red bench placemaking program (below)





MetroBus shelter with perforated metal walls, allowing for transparency and easier maintenance

ADA News – Gateway Card Phaseout

- Campaign to updated Gateway Cards to Ride On Cards
  - § Can be updated in-person at North County Transit Center or by mail
  - § Pop-up events to spread geographic reach and meet our customers where they are
  - § To request an updated card, visit www.MetroStLouis.org/RedCards or call 314.982.1510
- As of October 12th, we have issued approximately:
  - § 2850 ADA Paratransit On the Way Ride On Cards
  - § 750 Disability Based Reduced Fare Ride On Cards, and
  - § 1025 Senior Reduced Fare Ride On Cards



Metro Transit Accessibility Advisory Committee

- www.MetroStLouis.org/ADACommittee
- Last met Friday, September 18th.
- Agenda items included One-Car Pilot, 70 Grand Task Force, Metro Call-A-Ride Vehicle Acquisition and Software Updates
- Accepting Statements of Interest to fill expiring seats. Info at www.MetroStLouis.org or 314.982.1525



Upcoming Events

Lambert Airport Terminal #1 MetroLink Station Temporarily Closed | October 12 - Mid-December

- Airport Terminal #1 MetroLink Station will be temporarily closed due to airport construction work; MetroLink trains will not stop at Terminal #1 during the closure
- Station shuttles will transport passengers between Terminal #2 and Terminal #1 MetroLink Stations

Metro in the Community

- STL Run Crew Presents The Lou Mile
  - October 17, 9 a.m.-noon, Old North St. Louis
  - Metro will host a cooling bus and engage attendees with information on using transit.
- Winterfest
  - November 21, noon-8 p.m., Kiener Plaza
  - Metro will host a warming bus and engage attendees with information on using transit.

Single-Car MetroLink Pilot

Ongoing | Second Phase Begins October 17

- Pilot program to study single-car operation in select situations to see if it can improve efficiency and reduce operating costs while maintaining customer satisfaction, service reliability and safety
- Phased program with the upcoming second phase instituting adjustments based on customer feedback and operational observations collected during the first phase.

Thank you!