

## Notice of Meeting and Agenda

**Bi-State Development  
Operations Committee  
Tuesday, March 21, 2017 8:00 a.m.**

**Headquarters - Board Room, 6<sup>th</sup> Floor  
One Metropolitan Square, 211 N. Broadway, Suite 650  
St. Louis, Missouri 63102**

**This location is accessible to persons with disabilities. Individuals with disabilities needing information or communication accommodations should call Bi-State Development at (314) 982-1400, for TTY access, call Relay 711. Sign language interpreter services or other accommodations for persons with hearing or speech disabilities will be arranged if a request for such service is made at least two days in advance of the meeting. Large print material, Braille material or other formats will also be provided upon request.**

<b>Agenda</b>	<b>Disposition</b>	<b>Presentation</b>
1. Call to Order	Approval	Chairman Buehlhorn
2. Roll Call	Quorum	S. Bryant
3. Public Comment*	Information	Chairman Buehlhorn
4. Employee Recognition, Outstanding Employees Doing Outstanding Things	Information	R. Friem
5. Minutes from January 20, 2017, Operations Committee	Approval	Chairman Buehlhorn
6. Contract Award: Elevator / Escalator Full Maintenance and Repair	Approval	S. Grott / C. Clemins / L. Jackson
7. Sole Source Contract Award: Trapeze U.S.A., LLC, Automatic Vehicle Location Message Boards - Civic Center Transit Center	Approval	C. Poehler / F. Bakarich / L. Jackson
8. Contract Modification – Jacobs Engineering - General On-Call (GEC) Design and Engineering Consultant Services – Jacobs Engineering Discipline Number 1	Approval	C. Poehler / F. Bakarich / L. Jackson
9. Non-competitive (Sole Source) Procurement – MAC Products Overhead Conductor Rail Supplier – Union Station Tunnel Rehabilitation.	Approval	C. Poehler / F. Bakarich / L. Jackson
10. Affiliation Agreement, Amendments to Bylaws, and Articles of Incorporation for Research Institute	Approval	J. Wagner
11. 2nd Quarter Operations Report and Capital Projects Update	Information	R. Friem
12. Unscheduled Business	Approval	Chairman Buehlhorn
13. Call of Dates for Future Committee Meetings	Information	S. Bryant
14. Adjournment to Executive Session:	Approval	Chairman Buehlhorn
<i>If such action is approved by a majority vote of The Bi-State Development Agency's Board of Commissioners who constitute a quorum, the Board may go into closed session to discuss legal, confidential, or privileged</i>		

Agenda	Disposition	Presentation
<i>matters pursuant to Bi-State Development Board Policy Chapter 10, Section 10.080 (D) Closed Records: Legal under §10.080(D)(1); Real Estate under §10.080(D)(2); Personnel under §10.080(D)(3); Health Proceedings under §10.080(D)(4); Employee Negotiations under §10.080(D)(5); Data Processing under §10.080(D)(6); Purchasing and Contracts under §10.080(D)(7); Proprietary Interest under §10.080(D)(8); Hotlines under §10.080(D)(9); Auditors under §10.080(D)(10); Security under §10.080(D)(11); Computers under §10.080(D)(12); Personal Access Codes under §10.080(D)(13); Personal Information under §10.080(D)(14); Insurance Information under §10.080(D)(15); Rail, Bus, or Facilities Safety and Accidents under §10.080(D)(16) or Protected By Law under §10.080(D)(17).</i>		

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

**Open Session Item**

**5**

**BI-STATE DEVELOPMENT  
OPERATIONS COMMITTEE MEETING  
OPEN SESSION MINUTES  
JANUARY 20, 2017**

**Committee Members in Attendance**

**Missouri**

Aliah Holman, (via phone)  
Vacant

**Illinois**

Michael Buehlhorn, Chairman  
David Dietzel, (absent)  
Irma Golliday (absent)  
Tadas Kicielinski (absent)

**Other Commissioners in Attendance**

Vernal Brown, (present @ 8:06 a.m.)

**Staff in Attendance**

John Nations, President & CEO  
Barbara Enneking, General Counsel and Deputy Secretary  
Shirley Bryant, Certified Paralegal  
Ray Friem, Executive Director Metro Transit  
Larry Jackson, Executive Vice President for Administration  
Barbara Georgeff, Director of Executive Services  
Kathy Klevorn, Sr. Vice President, Chief Financial Officer  
Lisa Burke, Executive Assistant  
Mark Vago, Controller  
Patti Beck, Director, Communications  
Scott Grott, Chief MetroLink Operations  
Kathy Brittin, Director, Risk Management, Safety & Claims  
Kerry Kinkade, Vice President, Chief Information Officer  
Andrew Ghiassi, Manager, Safety & Loss Control  
Jerry Valley, External Communications Manager  
Charles Stewart, Vice President Pension & Insurance  
Jessica Mefford-Miller, Chief Transit Planning & System Development  
Les Nations, General Manager MetroBus  
Keith Gordon, Bus Operator  
Kent Swagler, Director Corporate Compliance and Ethics  
John Langa, Vice President Economic Development  
Gary Smith, Internal Audit Intern  
Michael Shane Jennings, Manager IT ERP Systems  
Lawrence Brew, Director Brentwood Bus Operations  
John Wagner, Director Research Institute  
Jonathan Frederick, Director Accounting & Budget  
Kelly Schneider, Manager Procurement Support  
Yodit Teklu, Associate Project Manager St. Louis Regional Freightway

Julianne Stone, Vice President Strategic Initiatives  
Maureen Williams, Planner  
Ken Franklin, Vice President Government Relations & Policy Initiatives  
Umesh Sharma, ERP Analyst, III

**Others in Attendance**

None

**1. Call to Order**

**8:00 a.m.** Chairman Buehlhorn called the Open Session Operations Committee Meeting to order at 8:00 a.m.

**2. Roll Call**

**8:00 a.m.** Roll call was taken.

**3. Public Comment**

**8:01 a.m.** There was no public comment.

**4. Employee Recognition, Outstanding Employees Doing Outstanding Things**

**8:01 a.m.** Ray Friem, Executive Director Metro Transit, stated that as part of the Metro program to recognize "Outstanding Employees Doing Outstanding Things", two employees were being honored, Keith Gordon and Maureen Williams. Keith Gordon, a MetroBus Operator, was on his route, and came across a naked child wandering unattended in the streets. Mr. Gordon took the child into custody and called the police. An adult, who claimed to be the child's parent, approached him, however under the circumstances, the child remained in Mr. Gordon's custody until such time as 911 dispatch confirmed it was safe to return the child to the person claiming to be the parent. Due to the quick actions and good judgment of Mr. Gordon, this child was kept out of harm's way and was safely returned to the parent. Lawrence Brew, Director Brentwood Bus Operations, presented a proclamation of appreciation to Mr. Gordon. Maureen Williams, a Metro Planner, while on the MetroLink system, noticed that a passenger appeared to be in severe distress and was unresponsive. Ms. Williams immediately notified the appropriate authorities to dispatch paramedics. Additionally, Ms. Williams was able to obtain information from a contact found in the passenger's cell phone who provided crucial information that was relayed to the paramedics and that resulted in a successful rescue for this passenger. Jessica Mefford-Miller, Chief Transit Planning & System Development, presented Ms. Williams with a proclamation of appreciation.

**5. Minutes from October 18, 2016 Operations Committee**

**8:06 a.m.** The October 18, 2016, Open Session Operations Committee Meeting minutes were provided in the Committee packet. A motion to approve the minutes was made by Commissioner Holman and seconded by Commissioner Buehlhorn. **Motion passed unanimously.**

**6. Contract Award: The Harlan Company for the Rehabilitation of Elevators at Four MetroLink Stations**

**8:07 a.m.** The briefing paper regarding the Contract Award to The Harlan Company for the rehabilitation of elevators at four MetroLink Stations was provided in the Committee packet. Larry Jackson, Executive Vice President for Administration, provided a brief overview, stating that there are a number of elevators on the alignment, particularly in the Phase I installations that

need rehabilitation. An RFP was issued September 8, 2016, and only one bid was received, which was from The Harlan Company. As a result of receiving only one response, the bid was converted to a negotiated procurement. Management's recommendation is for the Committee to approve and forward to the Board for approval the contract award to The Harlan Company. A motion was made by Commissioner Brown and seconded by Commissioner Holman to approve this agenda item as presented in the briefing paper and forward to the Board for final approval. **Motion passed unanimously.**

7. **Contract Award for Enterprise Asset Management System Software and Implementation**  
**8:09 a.m.** The briefing paper regarding the contract award for Enterprise Asset Management System Software and Implementation was provided in the Committee packet. Ray Friem, Executive Director Metro Transit, provided a brief overview. As part of the requirements of the Moving Ahead for Progress in the 21<sup>st</sup> Century (**MAP-21**) and the new FTA formula-based program, State of Good Repair Grants (**SGR**), transit agencies are required to develop a Transit Asset Management Plan (**TAM**). Bi-State Development (**BSD**) initiated the TAM program in May 2014, to achieve "Total Asset Visibility" and asset management tools to promote better management of safety-related public transportation capital assets. As part of this project, an application to link inspection reports and other maintenance activities to a Geographic Information System (**GIS**) tool was implemented to provide a complete history of every transit asset. Based on the findings of Phase I and Phase II of this project, the need for a more enhanced Enterprise Asset Management (**EAM**) was identified. An RFP was issued on August 31, 2016, and five (5) proposals were received. The highest ranking firm withdrew their proposal and the second highest ranking firm was selected. Management's recommendation is for the Committee to approve and forward to the Board for approval a contract with Trapeze Software Group, Inc. A motion was made by Commissioner Holman and seconded by Commissioner Brown to approve this agenda item as presented in the briefing paper and forward to the Board for final approval. **Motion passed unanimously.**

8. **1<sup>st</sup> Quarter Operations Report and Capital Projects Update**  
**8:12 a.m.** The 1<sup>st</sup> Quarter Operations Report and Capital Projects Update was provided in the Committee packet. Ray Friem, Executive Director Metro Transit, provided a brief overview. Transit Operations Department expenses were below the FY2017 budget and the FY2016 actual. System revenue fell below budget expectations. Ridership is down across the system; valid security complaints are up over FY2016; and On-Time Performance (**OTP**) improved for MetroLink and Call-A-Ride over the first quarter of FY2016. MetroBus maintained its better than 91% OTP for the quarter. The Call Center continues to have significantly less call volume since the introduction of real time information apps to the public; but the percentage of calls answered increased as a result. The call volume has dropped significantly and an evaluation of the Center is planned to determine if there are opportunities to better serve our riding customers. Mr. Friem also discussed Service Levels Snapshot highlighting the Planning Department Schedule Performance Comparison, Elevator/Escalator Availability and Key Capital Project Status as of January 3, 2017.

9. **Unscheduled Business**  
**8:30 a.m.** There was no unscheduled business.




**10. Call of Dates for Future Committee Meetings**

**8:31a.m.** The Committee was advised of upcoming meetings as follows:

Audit, Finance & Administration Committee:	Friday, January 27, 2017, 8:00 a.m.
Board Meeting:	February 24, 2017, 8:00 a.m.
Operations Committee:	Tuesday, March 21, 2017, 8:00 a.m.

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

**8:31 a.m.** Pursuant to the requirements of Bi-State Development Board Policy, Chapter 10, Section 10.080(D); (1); (2); (7); (16); and (17), Chairman Buehlhorn requested a motion to allow the Committee to go into closed session. A motion to go into Executive Session was made by Commissioner Brown and seconded by Commissioner Holman. A roll call vote was taken and the Commissioners present, Buehlhorn, Brown and Holman voted to approve this agenda item. **Motion passed unanimously, and the Open Session meeting was adjourned at 8:31 a.m.**

  
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Deputy Secretary to the Board of Commissioners  
Bi-State Development

**Open Session Item**

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**From:** Raymond A. Friem, Executive Director of Metro Transit  
**Subject:** **Contract Award: Elevator/Escalator Full Maintenance and Repair**  
**Disposition:** Approval  
**Presentation:** Scott Grott, General Manager MetroLink; Charles F. Clemins Jr., Senior Director Maintenance of Way; Larry Jackson, Executive Vice President of Administration

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**Objective:**

To present to the Operations Committee for discussion and referral to the Board of Commissioners A request for authorization to award Contract 17-RFP-103684-DGR - Elevator/Escalator Maintenance and Repair for a period of three (3) years and two (2) option years that are exercisable at Bi-State Development's discretion.

**Board Policy:**

*Board Policy, Chapter 50, Section 50.010, E.1.a,* The Board of Commissioners must approve Competitive Negotiation Procurements which exceed \$500,000.

**Funding Source:**

The funding source for elevator/escalator maintenance is the Maintenance of Way Department's annual operating budget.

**Background:**

Bi-State Development (**BSD**) has a total of twenty seven (27) elevators and eight (8) escalators in its system. The system operates on a daily basis from 3:30 a.m. through 1:30 a.m. The elevators and escalators are required to be in continuous operation for our customers and employees in compliance with the Americans with Disabilities Act (**ADA**). These include elevators at the three MetroBus garages and one MetroLink maintenance facility.

The current elevator/escalator maintenance contract expires May 14, 2017.

**Analysis:**

Request for Proposal (RFP) 17-RFP-103684-DGR was issued October 04, 2016, seeking the services of a professional elevator and escalator company to provide full preventative maintenance and repair. On October 27, 2016, three responses were received in accordance with RFP requirements. The three (3) firms were evaluated by a committee that consisted of members from Maintenance of Way. Responses to the RFP were evaluated for technical ability (70%) and then for costs (30%) in determining each proposer's total combined score.

Following individual evaluations, a consensus meeting was held and an updated combined technical and cost score was determined.

The combined technical and cost scores are indicated herein. The maximum number of technical and cost points was 714. The three proposers scored as follows:

<b>Firm</b>	<b>Combined Technical and Cost Scores</b>
ThyssenKrupp Elevator ( <b>TKE</b> )	557.26
Schindler	528.00
Kone	448.39

All the firms were considered qualified to perform the work; however, the committee felt that TKE was the firm most capable and equipped to provide all the requested services.

**Committee Action Requested:**

Management recommends that the Operations Committee approve and forward to the Board of Commissioners for approval, the request that the President & CEO enter into a contract with the ThyssenKrupp Elevator Corporation, whose proposal is most advantageous to BSD, with price and other factors considered for a three year maintenance contract in the amount not-to-exceed \$1,095,560.00.

Authorize the President & CEO to execute two (2) one-year maintenance option periods for \$754,320.00 and estimated repairs of \$2,109,000.00 over the five years of the contract. Also, authorize the President & CEO to approve any future financial modifications that may arise due to unforeseen repairs.

Authorize the President & CEO to execute the two one-year options if:

- The performance of the contract is satisfactory;
- The exercise of the option is in accordance with the terms and conditions of the option stated in the initial contract awarded; and
- The option price is determined to be better than prices available in the market or that the option is the more advantageous offer at the time the option is exercised.



**Bi-State Development  
Operations Committee  
Agenda Item  
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**From:** Raymond A. Friem, Executive Director, Metro Transit  
**Subject:** **Sole Source Contract Award: Trapeze U.S.A., LLC, Automatic Vehicle Location Message Boards - Civic Center Transit Center**  
**Disposition:** Approval  
**Presentation:** Christopher C. Poehler, Assistant Executive Director Engineering Systems; Frederick J. Bakarich, Director Engineering Systems; Larry B. Jackson, Executive Vice President Administration

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**Objective:**

To present to the Operations Committee for discussion and referral to the Board of Commissioners a request to award a sole-source contract to Trapeze Software Group. The Civic Center Transit Center (CCTC) Project requires the purchase of ten (21) - two line Automatic Vehicle Location (AVL) displays and one (1) large interior arrival/departure LED display.

**Board Policy:**

*Board Policy Chapter 50.010, Section E.1.b.,* The Board of Commissioners shall approve Non-Competitive procurements exceeding \$100,000.

It is the policy of Bi-State Development to conduct all procurements in a manner which fosters full and open competition. In some cases, competition is not feasible or practical. Sole source procurements totaled 8.9% of all procurements over the last four quarters.

**Funding Source:**

This project is 80% funded through FTA grant MO-90-X296, with 20% local match provided through St Louis City and County sales tax proceeds.

**Background:**

Trapeze previously supplied all Computer Aided Dispatch / Automated Vehicle Location (CAD/AVL) equipment utilized with our transit management technology currently deployed on Metro buses and at existing transfer stations. Metro has installed this proprietary technology on the entire MetroBus revenue fleet. The displays for the CCTC will provide real time departure and arrival information for all bus routes served by the transfer center.

**Analysis:**

Metro's existing CAD/AVL infrastructure is a transit specific proprietary system. Only Trapeze U.S.A., LLC equipment and software can be used with our existing communications and data processing structures, and the only source for this equipment is Trapeze U.S.A., LLC.

Operations Committee  
Sole Source Contract Award: Trapeze U.S.A., LLC, Automatic Vehicle  
Location Message Boards - Civic Center Transit Center  
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**Committee Action Requested:**

Management recommends that the Operations Committee approve and forward to the Board of Commissioners for approval, the purchase of real time passenger information displays with Trapeze U.S.A., LLC in an amount not to exceed \$192,979.09, contingent upon successful completion of negotiations with Trapeze on same.



**Bi-State Development  
Operations Committee  
Agenda Item  
March 21, 2017**

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**From:** Raymond A. Friem, Executive Director, Metro Transit  
**Subject:** **Contract Modification - Jacobs Engineering-General On-Call (GEC) Design and Engineering Consultant Services – Jacobs Engineering, Discipline Number 1**  
**Disposition:** Approval  
**Presentation:** Christopher C. Poehler, Assistant Executive Director Engineering Systems; Frederick J. Bakarich, Director Engineering Systems; Larry Jackson, Executive Vice President Administration

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**Objective:**

To present to the Operations Committee for discussion and referral to the Board of Commissioners for approval, a request for authorization to modify Jacobs Engineering's contract for a not to exceed amount of \$1,500,000.00 including available option years.

**Board Policy:**

*Board Policy Chapter 50.010, Section E.1.a.,* The Board of Commissioners shall approve Competitive Negotiated Procurements which exceed \$500,000.

**Funding Source:**

The work will be issued by task orders. Funding will be provided from approved capital project grants or included in operating budgets.

**Background:**

In April 2016 the Bi-State Development Agency (**BSD**) procured services from qualified engineering firms for on-call services. The Agency has many different types of projects, from construction, to maintenance to casualty repair. The nature of our system required different Engineering skill sets. Having access to these firms allows for faster response to issues as they develop. It also permits the Agency to reduce the number of Engineers we maintain on staff to support the various systems we operate. The contracts were awarded as follows:

Firm	Discipline/Services
Jacobs Engineering	Discipline 1 - Architectural Engineering, Civil and Structural Engineering and Surveying, Environmental/Geotechnical Services and Materials Testing, and Mechanical Engineering
HNTB, Inc.	Discipline 2 – Communications Systems Engineering Services
STV, Inc.	Discipline 3 – Track Engineering Services
Isis, Inc.	Discipline 4 – Signal System Engineering Services
STV, Inc.	Discipline 5 – Traction Power System Engineering Services

The intent of the Request for Proposals was to provide BSD with a source of qualified firms that would be contracted in each discipline for “on-call” services in their respective areas of expertise. The most qualified firm for each discipline entered into an agreement with BSD, and as projects were approved, individual “task orders” were negotiated. The services were made available as an extension of BSD engineering staff in support of in-house projects, ranging from studies to contract document preparation.



The Disciplines were called upon individually for a specific service relative to a specific project. The selected projects were of short duration and were awarded by task orders that did not exceed \$100,000 per project. The firm supporting each Discipline was awarded a contract with a not to exceed amount of \$500,000.

The selection process granted awards to five firms for three base years with two, one-year option periods that are exercisable at BSD discretion.

### **Analysis:**

The system has experienced some unusual events in the areas supported by the Discipline 1 task orders awarded to Jacobs Engineering. The Ewing wall collapse, drainage issues at Wellston, and the Boyle Station construction project all generated issues which The Engineering contractor was able to provide immediate support to resolve. A complete list of tasks and amounts issued to the Discipline 1 contractor is below. The services were needed as an extension of BSD / BSD staff in support of increased in-house projects. Jacobs contract is expected to exceed \$500,000.

The following Discipline 1 task orders have been awarded:

<b>Task Order No.</b>	<b>Description</b>	<b>Amount</b>
1	Ewing Wall Reconstruction	\$ 42,399.00
	Modification 1 Ewing Wall Reconstruction – Additional hours (250)	\$ 41,017.50
	Modification 2 Ewing Wall Reconstruction- Additional hours (100)	\$ 16,407.00
2	EADS Bridge Rehabilitation	\$ 16,046.00
3	St. Louis Downtown Airport –Hangar 12	\$ 28,163.10
4	Emerson Park and Fairview Heights	\$ 70,902.00
5	Wellston MetroLink Station Survey	\$ 40,290.89
6	Electrical Estimating Services	\$ 8,567.00
7	Sarah Street Section 106 Assessment	\$ 18,493.00
<b>Total</b>		<b>\$ 282,285.49</b>

Metro has many significant projects to support in the coming years. The Boyle Avenue MetroLink station will enter into construction this summer and major work on the Union Station Tunnel will begin shortly thereafter. Many other safety related projects are also contemplated for the next two year period.

With almost \$300,000 of the total contract amount already expended, management believes that a contract increase in the engineering support provided by the Jacobs Engineering GEC contract is needed to ensure the timely completion and the quality of outcomes over the entire remaining contract period which includes two base years and the potential for two more option years. It is important to note that the role of the GEC contractor is not being changed and that the tasks orders in future years may not continue at the current pace. However, if it does, the contract value could approach a total value of \$1,500,000.

### **Committee Action Requested**

Management recommends that the Operations Committee discuss and forward to the Board of Commissioners for approval of the request to modify the Jacobs Engineering contract for Architectural & Engineering Services in an not to exceed amount of \$1,500,000.00 for and any future financial extensions; and award option years if the following criteria are met:

- Funding is available;
- The performance of the contract is satisfactory;
- The exercise of the option is in accordance with the terms and conditions of the option stated in the initial contract awarded; and
- The option price is determined to be better than prices available in the market or that the option is the more advantageous offer at the time the option is exercised.



**Bi-State Development  
Operations Committee  
Agenda Item  
March 21, 2017**

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**From:** Raymond A. Friem, Executive Director Metro Transit  
**Subject:** **Non-competitive (Sole Source) Procurement – MAC Products Overhead Conductor Rail Supplier – Union Station Tunnel Rehabilitation**  
**Disposition:** Approval  
**Presentation:** Christopher C. Poehler, Assistant Executive Director Engineering Systems; Fredrick J. Bakarich, Director Engineering Systems; Larry Jackson, Executive Vice President of Administration

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**Objective:**

To present to the Operations Committee for discussion and referral to the Board of Commissioners a request for authorization to enter into a contract with MAC Products for a not to exceed amount of \$1,000,000.00, for the engineering support, fabrication and supply of Overhead Conductor Rail (**OCR**) materials for the subject project.

**Board Policy:**

*Board Policy Chapter 50.010, Section E.1.b.,* the Board of Commissioners shall approve Non-Competitive procurements exceeding \$100,000.

It is the policy of Bi-State Development to conduct all procurements in a manner which fosters full and open competition. In some cases, competition is not feasible or practical. Sole source procurements totaled 8.9% of all procurements over the last four quarters.

**Funding Source:**

Federal Transit Administration Grant Number MO-95-X257, and Local Match from Prop M.

**Background:**

In May 2016, Metro completed the installation of a new OCR system on the Eads Bridge. The OCR system replaced the original fixed tension Overhead Catenary System (**OCS**) equipment providing a safer, lower maintenance system, translating into increased efficiency and subsequent value for the Agency.

Metro solicited sealed bids for OCR material and awarded a contract to the low bidder, Conductix, for supply of OCR material and installation support in 2012, in the amount of \$277,542.89. The OCR system components were manufactured by Conductix, Incorporated (**Conductix**), through an agreement with European owned RailTech, Incorporated, who developed and owns the proprietary design of the OCR system. Metro Rail Systems Traction Power Electricians installed the OCR system. The final contract value following executed contract modifications to Conductix was \$325,583.81. Metro procured an additional \$490,746.52 of ancillary equipment (assembly arms, assembly arm insulators, structural supports) necessary for the completion of the OCR project. The total material cost of the OCR installation, including the Conductix supplied conductor rail was \$816,330.33.

### **Analysis:**

Conductix represented one of very few (possibly two) known domestic OCR material suppliers that satisfy Federal Transit Administration (FTA) Buy America regulations. Conductix, however, no longer manufactures RailTech proprietary OCR equipment. MAC Products now represents the lone domestic manufacturer of RailTech OCR equipment.

Metro now seeks to purchase the same OCR materials, including ancillary equipment, for incorporation into the final product of the Union Station Tunnel Rehabilitation. As with the Eads Bridge, the current configuration of the Union Station Tunnel OCS is fixed tension, demanding more maintenance than the adjustable tension OCS found along most of the fixed guideway alignment. Furthermore, use of OCR within the limits of the tunnel will improve safety by increasing clearance between energized portions of the traction power system and the tunnel roof (which represents ground and poses a shock hazard to maintenance workers). By purchasing all materials from a single vendor the clearance between the conductor and the tunnel roof can be maximized. This EADS Bridge project did not require this consideration, and as a result, the ancillary equipment was allowed to be purchased from a variety of sources.

Finally, implementation of the OCR system ahead of existing tunnel demolition reduces the overall complexity of the Union Station Tunnel project which is to be completed with minimal disruption to MetroLink Operations. The OCR system will be installed on a system of poles and will not be attached to the roof of the tunnel as the current Catenary system is. This will permit complete removal of the tunnel roof without continuous adjustment of the catenary system.

Inasmuch as Metro strives to remain efficient with respect to maintenance of the system and inventory stocking, and given the fact that OCR system components fabricated by different manufacturers are not compatible, introducing a different style, make, or model of OCR into the system results in less efficient, and thereby more costly, maintenance of the system. Sole source procurement of the OCR components will allow Metro to maximize maintenance labor effort and maintain consistent OCR hardware in inventory.

The length of the OCR system to be installed in the Union Station Tunnel is approximately half of the distance of the OCR applied to the EADS Bridge project. The complexity of ensuring positive suspension from the new tunnel roof while maximizing clearance will increase the cost per linear foot; however, management believes that the project can still be completed within the initial project budget of \$1,000,000.

### **Committee Action Requested**

Management recommends that the Operations Committee discuss and forward to the Board of Commissioners for approval authority to procure OCR material from MAC Products for the Union Station Tunnel Rehabilitation project in an amount not to exceed \$1,000,000.00.

**Open Session Item**

**10**

**Bi-State Development  
Operations Committee  
Agenda Item  
March 21, 2017**

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**From:** John Wagner, Ph.D. Director, Bi-State Development Research Institute  
**Subject:** Articles of Incorporation and By-laws of the Bi-State Development Research Institute  
**Disposition:** Approval  
**Presentation:** John Wagner, Ph.D. Director, Bi-State Development Research Institute

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**Objective:**

This is an approval item for the Bi-State Development (**BSD**) Operations Committee (**Committee**) to amend the Articles of Incorporation and By-laws of the Bi-State Development Research Institute (**Research Institute**), and to approve an Affiliation Agreement between BSD and the Research Institute.

**Board Policy:**

There is no applicable Board Policy that governs the Research Institute.

**Funding Source:**

No funding from BSD is required to amend the governing documents of the Research Institute and to approve the Affiliation Agreement.

**Background:**

The Research Institute has been in operation for nearly two and a half (2.5) years, having received tax-exempt status from the Internal Revenue Service on November 25, 2014. With this amount of time behind us, and with the Research Institute's involvement in a number of grant opportunities outside the agency as well as activities within BSD, it is an appropriate time to review its foundational documents – the Articles of Incorporation and By-laws – in order to determine if they sufficiently meet the needs of the Research Institute and its anticipated operations, administration and management going forward. It was determined that the existing governing documents did not meet these needs. Consequently, the following amendments to the Articles of Incorporation and By-laws have been crafted to better guide the Research Institute in the future. In addition, the proposed Affiliation Agreement formalizes the relationship between the Research Institute and BSD, its parent organization.

It is important to note that, according to the existing governing documents of the Research Institute, amendments to the Articles of Incorporation and the By-laws must be approved by the BSD Board of Commissioners and the Board of Directors of the Research Institute. These amendments were approved by the Research Institute Board on February 10, 2017, as was the Affiliation Agreement. Consequently, all of these items are before the Operation Committee today, anticipating approval by the BSD Board of Commissioners on April 28, 2017.



### **Analysis:**

Specific changes to the Articles of Incorporation and the By-laws are summarized below, as is a brief explanation of the need for the Affiliation Agreement.

### **Articles of Incorporation:**

The original Articles of Incorporation were narrowly and conservatively written. Since the Research Institute is now successfully attracting a wide range of possible research and implementation opportunities, the Articles need to be amended in order to provide a broader scope of allowable activities for the organization. However, the overarching mission of supporting and operating the Research Institute within the authority of BSD remains the same.

The most significant amendment to the Articles of Incorporation is under Article 4(iii):

*“To solicit; receive, hold and administer gifts and grants for use in performing activities and functions consistent with and in support of the mission of The Bi-State Development Agency of the Missouri Illinois Metropolitan District as established in the Compact”*

Essentially, this allows the Research Institute to take part in implementation activities in addition to other research-related programs.

A “clean” and “redlined” version of the amended Articles of Incorporation are attached as **Exhibit A** and **Exhibit B**, respectively.

### **By-laws:**

It is also appropriate to review the governance and oversight framework of the Research Institute so that it continues to be accountable and flexible as to the Research Institute’s need for review and approval of operations and management, but also not be administratively burdensome. The changes in the By-laws will allow the Board of Commissioners and the Research Institute’s Board of Directors to more effectively and efficiently execute their governance responsibilities and provide the Research Institute with a better working arrangement for its management, administration and operations.

In addition to cleaning up some of the language contained in the original document, key changes to the By-laws include the same amendment made to the Articles of Incorporation, in addition to:

1. Changes that will allow the Board and the Executive Committee of the Board to, by unanimous consent, approve items presented to the Board or Executive Committee electronically (i.e. via email). This will permit the Research Institute to carry-out its mission more efficiently and quickly, an important aspect when seeking grants; and

2. Those serving as the Chair and Vice-Chair of the BSD Board of Commissioners, the President and CEO of BSD, and the General Counsel of BSD shall also serve on the Board of Directors of the Research Institute as ex officio Directors. This allows for greater continuity and connection between the Research Institute Board and the BSD Board of Commissioners.

It should be noted that the addition of the Vice-Chair of the BSD Board of Commissioners to the Research Institute Board of Directors was an inclusion made by the Research Institute Board at its meeting on February 10, 2017.

A “clean” and “redlined” version of the amended By-laws are both attached as **Exhibit C** and **Exhibit D**, respectively.

**Affiliation Agreement:**

It was envisioned from its inception that the Research Institute would be supported by BSD. The Affiliation Agreement before the Committee details the cooperative and supportive services and overhead that BSD provides or may provide in future to the Research Institute (which can be characterized as an in-kind contribution to the not-for-profit organization). Most importantly, the Affiliation Agreement addresses the services of BSD employees, including the Research Institute’s Director, and other departmental employees providing necessary functions for the Research Institute’s operations and administration. In addition, the Agreement also includes a provision that, should the Research Institute attain an operational funding level where it is able to reimburse BSD for some or all of its support, or should the Research Institute receive a grant which allows for overhead expenses, the Research Institute could make payments to BSD for its support. The Affiliation Agreement is attached as **Exhibit E**.

**Committee Action Requested:**

Management recommends that the Operations Committee approve and forward to the Board of Commissioners for approval amendments to the Articles of Incorporation and By-laws of the Bi-State Development Research Institute, and to approve an Affiliation Agreement between BSD and the Research Institute.

- Exhibit A – Clean version of Amendment to the Articles of Incorporation
- Exhibit B – Red-lined version of Amendment to the Articles of Incorporation
- Exhibit C – Clean version of Amendment to the By-Laws
- Exhibit D – Red-lined version of Amendment to the By-Laws
- Exhibit E – Affiliation Agreement

**Open Session Item 10**

**Exhibit A**

**BI-STATE DEVELOPMENT RESEARCH INSTITUTE**

**ARTICLES OF INCORPORATION**

**Article 4**

A. The Corporation is formed, and shall be operated, exclusively for charitable, educational, scientific, and literary purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, as amended and particularly to do such lawful acts and undertake such other activities and enterprises:

(i) To conduct studies in and about the jurisdictional region (the “Region”) of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District which evaluate land use, public land use policy, economic and community development and infrastructure investment as such issues affect transit and the Region; and

(ii) To assist in the strategic acquisition, conveyance and other handling of real property for public purposes in the Region. The term Region means that region defined in the interstate compact between the States of Missouri and Illinois, and ratified by the United States Congress and implementing legislation of the States of Missouri and Illinois; Joint Resolutions of August 31, 1950, 64 Stat. 568, Pub. L. No. 81-743; September 21, 1959, 73 Stat. 582, Pub. L. No. 86-303; September 30, 1985, 99 Stat. 477, Pub. L. No. 99-106; April 1, 1996, 110 Stat. 883, Pub. L. No. 104-125; December 19, 2011, 125 Stat. 775, Pub. L. No. 112-71 and Mo. Rev. Stat. §§ 70.370-70.373 (Supp. 2012); 45 Ill. Comp. Stat. 100/1-110/5 (Supp. 2013) (the “Compact”) and;

(iii) To solicit; receive, hold and administer gifts and grants for use in performing activities and functions consistent with and in support of the mission of The Bi-State Development Agency of the Missouri Illinois Metropolitan District as established in the Compact; and

(iv) In all events, the mission, purposes and activities of the Corporation shall be consistent with the Compact and shall not exceed the mission and authority of the Agency as set forth in the Compact.

B. The Corporation is authorized and empowered to do all things necessary to carry on and accomplish the aforesaid purposes for which it is organized. The Corporation shall have all the powers of a nonprofit corporation enumerated in the Nonprofit Corporation Law of Illinois, and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, to be exercised only to prosecute and further its nonprofit purposes; provided, however, that none of the powers of the of the Corporation shall be exercised to engage in activities, otherwise than as an insubstantial part of its activities, which are not in themselves in furtherance of the charitable purposes of the Corporation.

C. No substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation. The Corporation shall not participate in or intervene (including the publishing or distribution of statements) in any political campaign on behalf of, or in opposition to, any candidate for public office.

D. Notwithstanding any other provisions of these Articles of Incorporation, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law).

## **Article 5**

A. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its directors, officers or other private persons except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered.

B. Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the Corporation, dispose of all the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to The Bi-State Development Agency of the Missouri Illinois Metropolitan District, for exclusively governmental purposes consistent with the mission of the Corporation. Any such assets not so disposed of shall be disposed of by the Circuit Court of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

C. No officer or director of the Corporation shall be individually or personally liable for the debts, liabilities or obligations of the Corporation. Bonds, notes or other obligations issued by the Corporation shall not be a debt of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District, and the Bi-State Development Agency of the Missouri-Illinois Metropolitan District shall not be liable thereon. In no event shall such bonds, notes or other obligations be payable out of any funds or properties other than those acquired for the purposes of the Corporation, and such bonds, notes or other obligations shall not constitute an indebtedness of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District within the meaning of any constitutional or statutory debt limitation or restriction.

**D. Indemnification**

(1) The Corporation may indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation, or who is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation or, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his or her conduct was unlawful.

(2) A Corporation may indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, provided that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Corporation, unless, and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

(3) To the extent that a present or former director, officer or employee of the Corporation has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in subsections (1) and (2), or in defense of any claim, issue

or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith, if that person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation.

(4) Any indemnification under subsections (1), (2), or (3) (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case, upon a determination that indemnification of the present or former director, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in subsections (1), (2), or (3). Such determination shall be made with respect to a person who is a director or officer of the Corporation at the time of the determination: (i) by the majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, (ii) by a committee of such directors, even though less than a quorum, designated by a majority vote of such directors, (iii) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (iv) by the members entitled to vote, if any.

(5) Expenses (including attorney's fees) incurred by an officer or director of the Corporation in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding, as authorized by the Board of Directors in the specific case, upon receipt of an undertaking by or on behalf of such director or officer to repay such amount, unless it shall ultimately be determined that such person is entitled to be indemnified by the Corporation as authorized in this Section D. Such expenses (including attorney's fees) incurred by former directors and officers or other employees and agents of the Corporation or by persons serving at the request of the Corporation as directors, officers, employees or agents of another corporation, partnership, joint venture, trust or other enterprise may be so paid on such terms and conditions, if any, as the Corporation deems appropriate.

(6) The indemnification and advancement of expenses provided by or granted under the other subsections of this Section D shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of members or disinterested directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. A right to indemnification or to advancement of expenses arising these Articles of Incorporation or a bylaw shall not be eliminated or impaired by an amendment to such provision after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such act or omission has occurred.



(7) The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or who is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power to indemnify such person against such liability under the provisions of this Section D.

(8) For purposes of this Section D, references to "the Corporation" shall include, in addition to the surviving corporation, any merging corporation (including any corporation having merged with a merging corporation) absorbed in a merger which, if its separate existence had continued, would have had the power and authority to indemnify its directors, officers, employees or agents, so that any person who was a director, officer, employee or agent of such merging corporation, or was serving at the request of such merging corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Section D with respect to the surviving corporation as such person would have with respect to such merging corporation if its separate existence had continued.

(9) For purposes of this Section D, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries. A person who acted in good faith and in a manner he or she reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in this Section D.

(10) The indemnification and advancement of expenses provided by or granted under this Section D shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of that person.

#### **E. Amendment**

(1) These Articles of Incorporation may be amended in the manner now or hereafter prescribed by the Nonprofit Corporation Law of Illinois, but only upon (i) the affirmative vote of a majority of the entire number of directors then fixed by the Bylaws of

the Corporation; and (ii) the written approval of the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District.

(2) The Bylaws of the Corporation may from time to time be altered, amended, suspended or repealed, or new bylaws may be adopted, only upon a resolution adopted by a majority of the entire number of directors then fixed by the Bylaws of the Corporation; provided, however, that any amendment shall require the written approval of the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District.

**Exhibit B**

**BI-STATE DEVELOPMENT RESEARCH INSTITUTE**

**ARTICLES OF INCORPORATION**

**Article 4**

A. The Corporation is formed, and shall be operated, exclusively for charitable, educational, scientific, and literary purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, as amended and particularly to do such lawful acts and undertake such other activities and enterprises:

(i) To conduct studies in and about the jurisdictional region (the “Region”) of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District which evaluate land use, public land use policy, economic and community development and infrastructure investment as such issues affect transit and the Region; and

(ii) To assist in the strategic acquisition, conveyance and other handling of real property for public purposes in the Region. The term Region means that region defined in the interstate compact between the States of Missouri and Illinois, and ratified by the United States Congress and implementing legislation of the States of Missouri and Illinois; Joint Resolutions of August 31, 1950, 64 Stat. 568, Pub. L. No. 81-743; September 21, 1959, 73 Stat. 582, Pub. L. No. 86-303; September 30, 1985, 99 Stat. 477, Pub. L. No. 99-106; April 1, 1996, 110 Stat. 883, Pub. L. No. 104-125; December 19, 2011, 125 Stat. 775, Pub. L. No. 112-71 and Mo. Rev. Stat. §§ 70.370-70.373 (Supp. 2012); 45 Ill. Comp. Stat. 100/1-110/5 (Supp. 2013) (the “Compact”) and;

(iii) To solicit; receive, hold and administer gifts and grants for use in performing activities and functions consistent with and in support of the mission of The Bi-State Development Agency of the Missouri Illinois Metropolitan District as established in the Compact; and

(iv) In all events, the mission, purposes and activities of the Corporation shall be consistent with the Compact and shall not exceed the mission and authority of the Agency as set forth in the Compact.

B. The Corporation is authorized and empowered to do all things necessary to carry on and accomplish the aforesaid purposes for which it is organized. The Corporation shall have all the powers of a nonprofit corporation enumerated in the Nonprofit Corporation Law of ~~Illinois~~Missouri, and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, to be exercised only to prosecute and further its nonprofit purposes; provided, however, that none of the powers of the of the Corporation shall be exercised to engage in activities, otherwise than as an insubstantial part of its

activities, which are not in themselves in furtherance of the charitable purposes of the Corporation.

C. No substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation. The Corporation shall not participate in or intervene (including the publishing or distribution of statements) in any political campaign on behalf of, or in opposition to, any candidate for public office.

D. Notwithstanding any other provisions of these Articles of Incorporation, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law).

## **Article 5**

A. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its directors, officers or other private persons except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered.

B. Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the Corporation, dispose of all the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to— The Bi-State Development Agency of the Missouri Illinois Metropolitan District, for exclusively governmental purposes consistent with the mission of the Corporationsuch organization or organizations organized and the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law), as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the Circuit Court of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

C. No officer or director of the Corporation shall be individually or personally liable for the debts, liabilities or obligations of the Corporation. Bonds, notes or other obligations issued by the Corporation shall not be a debt of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District, and the Bi-State Development Agency of the Missouri-Illinois Metropolitan District shall not be liable thereon. In no

event shall such bonds, notes or other obligations be payable out of any funds or properties other than those acquired for the purposes of the Corporation, and such bonds, notes or other obligations shall not constitute an indebtedness of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District within the meaning of any constitutional or statutory debt limitation or restriction.

**D. Indemnification**

(1) The Corporation may indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation, or who is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation or, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his or her conduct was unlawful.

(2) A Corporation may indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, provided that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Corporation, unless, and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances

of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

(3) To the extent that a present or former director, officer or employee of the Corporation has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in subsections (1) and (2), or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith, if that person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation.

(4) Any indemnification under subsections (1), (2), or (3) (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case, upon a determination that indemnification of the present or former director, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in subsections (1), (2), or (3). Such determination shall be made with respect to a person who is a director or officer of the Corporation at the time of the determination: (i) by the majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, (ii) by a committee of such directors, even though less than a quorum, designated by a majority vote of such directors, (iii) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (iv) by the members entitled to vote, if any.

(5) Expenses (including attorney's fees) incurred by an officer or director of the Corporation in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding, as authorized by the Board of Directors in the specific case, upon receipt of an undertaking by or on behalf of such director or officer to repay such amount, unless it shall ultimately be determined that such person is entitled to be indemnified by the Corporation as authorized in this Section D. Such expenses (including attorney's fees) incurred by former directors and officers or other employees and agents of the Corporation or by persons serving at the request of the Corporation as directors, officers, employees or agents of another corporation, partnership, joint venture, trust or other enterprise may be so paid on such terms and conditions, if any, as the Corporation deems appropriate.

(6) The indemnification and advancement of expenses provided by or granted under the other subsections of this Section D shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of members or disinterested directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. A right to indemnification or to advancement of expenses arising these Articles of Incorporation or a bylaw shall not be eliminated or impaired by an amendment to such

provision after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such act or omission has occurred.

(7) The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or who is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power to indemnify such person against such liability under the provisions of this Section D.

(8) For purposes of this Section D, references to "the Corporation" shall include, in addition to the surviving corporation, any merging corporation (including any corporation having merged with a merging corporation) absorbed in a merger which, if its separate existence had continued, would have had the power and authority to indemnify its directors, officers, employees or agents, so that any person who was a director, officer, employee or agent of such merging corporation, or was serving at the request of such merging corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Section D with respect to the surviving corporation as such person would have with respect to such merging corporation if its separate existence had continued.

(9) For purposes of this Section D, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries. A person who acted in good faith and in a manner he or she reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in this Section D.

(10) The indemnification and advancement of expenses provided by or granted under this Section D shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of that person.



E. Amendment

(1) These Articles of Incorporation may be amended in the manner now or hereafter prescribed by the Nonprofit Corporation Law of ~~Illinois~~Missouri, but only upon (i) the affirmative vote of a majority of the entire number of directors then fixed by the Bylaws of the Corporation; and (ii) the written approval of the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District.

(2) The Bylaws of the Corporation may from time to time be altered, amended, suspended or repealed, or new bylaws may be adopted, only upon a resolution adopted by a majority of the entire number of directors then fixed by the Bylaws of the Corporation; provided, however, that any amendment shall require the written approval of the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District.



**AMENDED AND RESTATED BYLAWS**  
**BI-STATE DEVELOPMENT RESEARCH INSTITUTE**

**Effective Date:** \_\_\_\_\_

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## ARTICLE I OFFICES

**Section 1.1 Principal Office.** The principal office of the Bi-State Development Research Institute (the "Institute") in the State of Illinois shall be located in the County of St. Clair and the principal office in the State of Missouri shall be located in the City of St. Louis. The Institute may have such other offices, either within or without the State of Illinois and/or the State of Missouri as the Board of Directors may determine, or as the affairs of the Institute may require from time to time.

**Section 1.2 Registered Office.** The registered office of the Institute required to be maintained in the State of Missouri and in the State of Illinois need not be identical with the principal office in the State of Missouri or the State of Illinois, and the addresses for the registered offices may be changed from time to time by the Board of Directors.

## ARTICLE II PURPOSES

**Section 2.1 General.** The purposes of the Institute shall be those nonprofit purposes stated in the Articles of Incorporation of the Institute, as amended from time to time, to do such lawful acts and undertake such activities and enterprises to:

(a) To conduct studies in and about the jurisdictional region (the "Region") of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the "Agency") which evaluate land use, public land use policy, economic and community development and infrastructure investment as such issues affect transit and the Region.

(b) To assist in the strategic acquisition, conveyance and other handling of real property for public purposes in the Region. The term "Region" means that region defined in the interstate compact between the States of Missouri and Illinois, and ratified by the United States Congress and implementing legislation of the States of Missouri and Illinois; Joint Resolutions of August 31, 1950, 64 Stat. 568, Pub. L. No. 81-743; September 21, 1959, 73 Stat. 582, Pub. L. No. 86-303; September 30, 1985, 99 Stat. 477, Pub. L. No. 99-106; April 1, 1996, 110 Stat. 883, Pub. L. No. 104-125; December 19, 2011, 125 Stat. 775, Pub. L. No. 112-71 and Mo. Rev. Stat. §§ 70.370-70.373 (Supp. 2012); 45 Ill. Comp. Stat. 100/1-110/5 (Supp. 2013) (the "Compact"). In all events, the mission, purposes and activities of the Institute shall be consistent with the Compact.

(c) To solicit, receive, hold and administer gifts and grants for use in performing activities and functions consistent with and in support of the mission of the Agency as established in the Compact.

(d) In all events, the mission, purposes and activities of the Institute shall be consistent with the Compact and shall not exceed the mission and authority of the Agency as set forth in the Compact.

## **Section 2.2 Limitations.**

(a) The Institute shall, in all of its activities, be nonpartisan, nonpolitical and nonsectarian, and shall engage only in those activities which are authorized and permitted in furtherance of its purposes as an exempt organization pursuant to the Internal Revenue Code of 1986, as amended.

(b) The purposes for which the Institute is organized are exclusively charitable, scientific, literary, and educational within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended or the corresponding provision of any future United States Internal Revenue Law.

(c) Notwithstanding any other provision herein, the Institute shall not carry on any activities not permitted to be carried on by any organization exempt from the Federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue Law.

## **ARTICLE III POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**Section 3.1 Powers.** The property and affairs of the Institute shall be managed by its Board of Directors. The Board of Directors shall have and is vested with all powers and authorities, except as may be expressly limited by law, the Articles of Incorporation of the Institute or these Bylaws, to supervise, control, direct and manage the property, affairs and activities of the Institute, to determine the policies of the Institute, to do or cause to be done any and all lawful things for and on behalf of the Institute, to make ultimate decisions regarding the acts of officers and committees; to establish rules and regulations; to accept grants, contributions, gift, bequests, or devises to further the purposes for the Institute, to exercise or cause to be exercised any or all of its powers, privileges or franchises, and to seek the effectuation of its objects and purposes; provided, however, that:

(a) The Board of Directors shall not authorize or permit the Institute to engage in any activity not permitted to be transacted by the Articles of Incorporation of the Institute or by a corporation organized under the Illinois General Not For Profit Corporation Act of 1986, as amended; and

(b) None of the powers of the Institute shall be exercised to carry on activities, other than as an insubstantial part of its activities, which are not in themselves in furtherance of the purposes of the Institute; and

(c) All income and the property of the Institute shall be applied exclusively for its non-profit purposes. No part of the net earnings or other assets of the Institute shall inure to the benefit of or be distributable to any director, officer, contributor or any other private persons having, directly or indirectly, a personal or private interest in the activities of the Institute, except that the Institute shall be authorized and empowered to pay reasonable compensation for services rendered, and to make payments and distributions in furtherance of its stated purposes; and

(d) The Board of Directors shall determine major personnel, fiscal, organizational and programmatic policies for the effective and efficient operation of the Institute. The Board of Directors, in its discretion, may vest the authority to manage, direct, supervise and otherwise administer programs and services to an Executive Director and such person's designees.

#### **ARTICLE IV**

##### **BOARD SIZE AND COMPOSITION; NOMINATION AND APPOINTMENT**

**Section 4.1. Size of Board of Directors.** The number of directors to constitute the Board of Directors shall be determined by the process described herein, provided however, that there shall always be at least five directors and not more than seven directors.

**Section 4.2 Composition of Board of Directors.** Effective in 2017 and thereafter the Board of Directors shall be composed as follows: four (4) of the members of the Board of Directors shall serve as long as they hold the following positions with the Agency: the President and CEO of the Agency, the Chairman of the Board of Commissioners of the Agency (the "Board of Commissioners"), the Vice Chairman off the Board of Commissioners, and the General Counsel of the Agency (collectively the "ex-officio Directors") and the remaining directors shall be selected by the members of the Board of Commissioners of the Agency pursuant to the process set forth herein.

**Section 4.3. Nomination and Appointment of Directors.** In 2017, the Board of Commissioners shall use the following process to nominate and appoint Directors who are not ex-officio Directors:

(a) The Board of Directors of the Institute shall receive the names of nominees to open positions on the Board of Directors and shall forward such names to the Board of Commissioners.

(b) The Board of Commissioners shall vote to appoint members from the list of nominees. All members of the Board of Directors who are not ex-officio Directors shall be appointed by the Board of Commissioners.

(c) The terms of Directors who are not ex-officio Directors shall begin as of the first meeting after which a member is formally appointed by the Board of Commissioners.

(d) In the event the number of members of the Board of Directors is increased as provided in these Bylaws, the additional directors so provided for shall be selected in accordance with the foregoing process.

**Section 4.4. Term Limits.** The terms of office for all directors, who are not ex-officio Directors, shall be three years. Each such director may serve two additional three year terms. After nine years of service, a Board member must rotate off the Board for one year. Terms shall be staggered in the manner determined by the Board of Commissioners at the time of appointment so that to the extent possible there are experienced directors serving on the Board at all times. For this reason notwithstanding the foregoing, the term of office for directors, who are not ex-officio Directors, and who were appointed to serve on the Institute's Board of Directors prior to 2017 shall have all prior Board of Directors service ignored for the purposes of term limits and any Director



appointed in 2017 or thereafter whose initial term is less than 3 years shall have such initial term ignored for the purposes of term limits.

**Section 4.5 Vacancies.** If the office of a director who is not an ex-officio Director becomes vacant for any reason, it shall be filled in the same manner that was originally used to fill the seat. The successor or successors shall hold office for the unexpired term. In the event that at the time of appointment the unexpired term is less than a full 3 years, it shall not count toward the term limits on director appointments.

**Section 4.6. Resignation.** Any director who is not an ex-officio Director may resign from the Board of Directors of the Institute. Such resignation shall be in writing and shall be effective immediately or upon its acceptance by the Board of Directors of the Institute, or as such resignation shall provide.

**Section 4.7. Removal.** Directors who are not ex-officio Directors may be removed, with or without cause, by the vote of at least two-thirds of all the directors at a meeting of the Directors called expressly for that purpose.

**Section 4.8. Voting.** Each Director, including each ex-officio Director shall have one vote.

## **ARTICLE V BOARD MEMBER REGULATIONS**

**Section 5.1. Compensation.** All members of the Board of Directors, including its officers, serve in a volunteer capacity, and there shall be no compensation to any Board member for service on the Board of Directors. Board members may be reimbursed for reasonable and substantiated expenses related to Board business, including travel expense. Documentation for expenses must be submitted to the President or Executive Director for approval and reimbursement will be governed by the Agency's current fiscal policies and procedures.

**Section 5.2. Director Conflict of Interest.**

(a) If a transaction is fair to the Institute at the time it is authorized, approved, or ratified, the fact that a Director of the Institute is directly or indirectly a party to the transaction is not grounds for invalidating the transaction.

(b) In a proceeding contesting the validity of a transaction described in subsection (a), the person asserting validity has the burden of proving fairness unless:

(1) The material facts of the transaction and the Director's interest or relationship were disclosed or known to the Board of Directors or a committee consisting entirely of Directors and the Board or committee authorized, approved or ratified the transaction by the affirmative votes of a majority of disinterested Directors, even though the disinterested Directors be less than a quorum; or

(2) The material facts of the transaction and the Director's interest or relationship were disclosed or known to the members entitled to vote, if any, and they authorized,

approved or ratified the transaction without counting the vote of any member who is an interested Director.

(c) The presence of the Director, who is directly or indirectly a party to the transaction described in subsection (a), or a Director who is otherwise not disinterested, may be counted in determining whether a quorum is present but may not be counted when the Board of Directors or a committee of the Board takes action on the transaction.

(d) For purposes of this Section 5.2, a Director is "indirectly" a party to a transaction if the other party to the transaction is an entity in which the Director has a material financial interest or of which the Director is an officer, director or general partner; except that if a Director is an officer or director of both parties to a transaction involving a grant or contribution, without consideration, from one entity to the other, that Director is not "indirectly" a party to the transaction provided the director does not have a material financial interest in the entity that receives the grant or contribution.

## ARTICLE VI BOARD OF DIRECTORS MEETINGS

**Section 6.1. Regular meetings.** The Board of Directors shall meet on a regular basis but not less than two times per year, on such dates and times as the directors shall determine, for the selection of nominees for the appointment of directors by the Board of Commissioners and for the transaction of such business as shall come before the Board of Directors.

**Section 6.2. Notice of regular meetings.** Notice of regular meetings shall be given to each Board Member at least five calendar days prior to the meeting and shall include a meeting agenda. Notice of all regular meetings of the Board of Directors, along with the date, time and place of the meeting, may be delivered by email, facsimile, or regular U.S. Postal Service.

**Section 6.3. Special meetings.** Special Meetings of the Board of Directors may be called by the President or upon request of 20 percent of the Board membership and shall include a statement of the matters to be discussed at the meeting.

**Section 6.4. Notice of special meetings.** Notice of special meetings shall be given, along with the date, time and place of the meeting, at least three calendar days prior to the meeting. Notice of all special meetings of the Board of Directors may be delivered by email, facsimile, or regular U.S. Postal Service.

**Section 6.5. Emergency meetings.** Emergency meetings of the Board of Directors may be called by the President or upon request of 20 percent of the Board membership and shall include a statement of the matters to be discussed at the meeting.

**Section 6.6. Notice of Emergency Meetings.** Notice of emergency meetings shall be made as soon as reasonably possible prior to the meeting. Notice along with the date, time, and place of the meeting and a summary of the matters to be discussed, may be delivered by hand delivery, email, facsimile, or by telephone. The Board must document in the minutes of the meeting the reason for the emergency.

**Section 6.7 Waiver of Notice.** Any director may waive notice of any meeting. The attendance of a director at or participation in any meeting shall constitute a waiver of notice of such meeting, unless the director upon arriving at the meeting or prior to the vote on a matter not noticed in conformity with the Illinois General Not-For-Profit Corporation Act of 1986, as amended, the Articles of Incorporation or these Bylaws objects to lack of notice and does not vote for or assent to the proposed action.

**Section 6.8 Quorum.** A quorum of the Board of Directors shall consist of one-half of the number of voting directors in office at the time of the action requiring approval of the Board of Directors.

**Section 6.9 Adjournment.** If a quorum shall not be present at any meeting of the Board of Directors, the directors present shall have the power to adjourn the meeting and reschedule, without notice other than announcement at such meeting. At any such rescheduled meeting at which a quorum shall be present any business may be transacted which could have been transacted at the original session of such meeting.

**Section 6.10 Voting.** Each director present at any meeting shall be entitled to cast one vote on each matter coming before such meeting for vote of the Directors.

**Section 6.11 Meetings by Conference Telephone and by Consent.**

(a) Members of the Board of Directors, or of any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors, or of a committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can simultaneously hear each other, and participation in the meeting in this manner shall constitute presence in person at the meeting.

(b) Any action which might be taken at a meeting of the Board of Directors may be taken without a meeting if one or more written consents to such action are signed by all of the directors. Such written consent or consents must describe the action taken, be signed by each director, and be included in the minutes filed with the corporate records reflecting the action taken. As permitted by 805 ILCS 105/101.80 (p) actions required to be "written", to be "in writing", to have "written consent", to have "written approval" and the like by directors, or committee members or organizational subdivisions shall include any communication transmitted or received by electronic means; including but not limited to email.

(c) The President of the meeting may establish reasonable rules as to conducting the meeting by telephone or other electronic means.

**Section 6.12. Minutes.** The Board of Directors shall keep written minutes for all meetings of the Board of Directors. Minutes of the previous meeting shall be distributed to all members before the next meeting.

## ARTICLE VII OFFICERS OF THE INSTITUTE

**Section 7.1 Officers and Selection of Officers.** The officers of the Institute shall consist of a President, Vice-President, Secretary, Treasurer, and such other officers as the Board of Commissioners shall from time to time determine necessary. The officers of the Institute shall be appointed by the Board of Commissioners from among the members of the Institute's Board of Directors. Notwithstanding the foregoing, the Board of Commissioners may appoint one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, who may or may not be members of the Board of Directors and who may or may not be members of the staff of the Agency. Each officer shall hold office until his or her successor has been duly appointed and officially seated. The Board of Commissioner's may remove an officer for any reason.

**Section 7.2. Duties of Officers.**

(a) President: The President shall preside at all meetings of the Board of Directors and shall have the following duties:

- i. See that all orders and resolutions of the Board of Directors are carried into effect;
- ii. Execute bonds, mortgages and other contracts except where permitted by law to be otherwise signed and executed, and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Institute;
- iii. Perform all duties as are generally incumbent upon the office of President and such other duties as may be prescribed by the Board of Directors from time to time;
- iv. Preside at all Executive Committee meetings; and
- v. Serve as one of the check signatories as required by the Institute, in addition to the Treasurer and Executive Director.

(b) Vice President: The Vice President shall perform the duties of the President in the absence of the President or in the event of the President's inability or refusal to act. The Vice President shall have all the powers of and be subject to all the restrictions upon the President. The Vice President may perform such other duties and responsibilities as designated by these Bylaws, by the President or by the Board of Directors.

(c) Secretary: The Secretary shall have the following duties:

- i. Cause to be kept the minutes of the Board meetings;
- ii. See that notices are duly given in accordance with provisions of the Bylaws and as may be required by law;
- iii. Ensure the safe keeping of the corporate records of the Institute;

- iv. Maintain a register of the post office addresses, telephone numbers, email addresses and facsimile numbers of each member of the Board of Directors which shall be furnished to the Secretary by such members;
- v. Ensure that all correspondence to and from the Board of Directors is received, written, referred or otherwise appropriately handled; and
- vi. Perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or by the Board of Directors.

(d) Assistant Secretaries: Assistant Secretaries if any, in order of their seniority shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties as the Board of Directors may prescribe.

(e) Treasurer: The Treasurer shall have the following duties:

- i. Be responsible for the maintenance of proper financial books and records of the Institute;
- ii. Arrange for the preparation of the financial reports and participate in Agency financial audits as required by the Board of Directors, the State of Illinois, the federal government and other applicable governmental agencies;
- iii. Have custody of the Institute's funds and other assets;
- iv. Issue a financial statement on all programs to the Board of Directors at regular Board and/or Special Board meetings;
- v. Sign all required financial reports and financial documents requiring the signature of the Institute Treasurer; and
- vi. Serve as one of the check signatories as required by the Institute, in addition to the President and Executive Director.

(f) Assistant Treasurers: The Assistant Treasurers, if any, in the order of their seniority shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties as the Board of Directors may prescribe.

**Section 7.3. Term of Service.** The officers shall serve in their respective positions for a one year period, or until replaced for other circumstances. Officers may be appointed to successive annual terms without limit.

**Section 7.4. Officer Vacancy.** Any vacancy in any office because of death, resignation, or otherwise, shall be filled by action of the Board of Commissioners in accordance with these Bylaws.

## **ARTICLE VIII EXECUTIVE DIRECTOR**

The Board of Directors may, in its discretion, appoint an Executive Director for such term and on such conditions as the Board may determine. The compensation of the Executive Director shall be set by the Board of Directors if the Executive Director is an employee of the Institute. Otherwise, the position of Executive Director is uncompensated. The Executive Director may be reimbursed for reasonable and substantiated expenses related to Institute business. Documentation for expenses must be submitted to the President for approval and reimbursement. The Board of Directors may, in its discretion, appoint the Executive Director to serve as assistant secretary and or assistant treasurer of the Institute.

The Executive Director shall be charged with the general supervision of the day-to-day affairs of the Institute. The Board of Directors shall develop and maintain a job description for the Executive Director. The Executive Director, if appointed, shall serve as one of the check signatories as required by the Institute, in addition to the President and Treasurer.

The Executive Director is not a member of the Board of Directors, the Executive Committee or an officer (other than assistant secretary and or assistant treasurer if so appointed); but may attend Executive Committee meetings and Board of Directors' meetings and other committee meetings at the invitation of the Board of Directors or Executive Committee.

## **ARTICLE IX EXECUTIVE COMMITTEE**

**Section 9.1. Executive Committee.** The Board of Directors shall have the power to designate an Executive Committee, by resolution adopted by a majority of the directors. The Executive Committee shall consist of all of the officers of the Corporation (not including any assistant secretaries and or assistant treasurers of the Institute.).

**Section 9.2. General Responsibility.** The Executive Committee shall have and exercise the authority of the Board of Directors in the management of the Institute, and shall perform such duties as may be prescribed by the Board of Directors; provided, however, that the Executive Committee shall not have the authority of the Board of Directors in reference to amending, altering or repealing the Bylaws; electing, appointing or removing any member of the Executive Committee or any director or officer of the Institute; amending the Articles of Incorporation; adopting a plan of merger or adopting a plan of consolidation with another corporation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the Institute or revoking proceedings therefor; adopting a plan for the distribution of the assets of the Institute; or amending, altering or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered or repealed by such committee. The Executive Committee shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed by law.



**Section 9.3. Vacancies.** Any vacancy occurring on the Executive Committee resulting from death, resignation, retirement, or removal from office or otherwise, shall be filled by the Board of Directors, from the membership of the Board of Directors.

**Section 9.4. Meetings.** Meetings of the Executive Committee may be called by the President or any two members of the Executive Committee. The person or persons who called the meeting of the Executive Committee may fix any place and the time of holding such meeting of the Executive Committee.

**Section 9.5. Notice.** Notice of any meeting of the Executive Committee shall be given at least two days, but not more than 40 days previously thereto by written notice delivered personally or sent by mail, telephone, facsimile, email or other form of wire or wireless communication to each member at such member's address. The business to be transacted at, or the purpose of the meeting, must be specified in the notice of such meeting.

**Section 9.6. Quorum.** One-half of the Executive Committee members shall constitute a quorum at any meeting. Actions of the Executive Committee may be taken by a majority of such quorum, unless otherwise required by law or by these Bylaws.

**Section 9.7. Meetings by Conference Telephone and by Consent.**

(a) Members of the Executive Committee, or of any committee designated by the Executive Committee, may participate in a meeting of the Executive Committee, or of a committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can simultaneously hear each other, and participation in the meeting in this manner shall constitute presence in person at the meeting.

(b) Any action which might be taken at a meeting of the Executive Committee may be taken without a meeting if one or more written consents to such action are signed by all of the members. Such written consent or consents must describe the action taken, be signed by each member, and be included in the minutes filed with the corporate records reflecting the action taken. As permitted by 805 ILCS 105/101.80 (p) actions required to be "written", to be "in writing", to have "written consent", to have "written approval" and the like by directors, or committee members or organizational subdivisions shall include any communication transmitted or received by electronic means; including but not limited to email.

## ARTICLE X COMMITTEES

**Section 10.1. Standing and Special Committees.** The Board of Directors may create standing and special committees composed of members of the Board of Directors designated by the Board of Directors. The Board of Directors shall define the jurisdiction, responsibilities and duties of such committees.

**Section 10.2. Other Committees and Organizational Subdivisions.** The Board of Directors may create other committees, task forces, councils, or organizational subdivisions of the Institute, composed of members of the Board of Directors and other persons, and define their respective

duties, responsibilities and assignments. The members of such entities shall be designated by the Board of Directors. The assigned duties of such entities may concern any subject matter unless beyond the jurisdiction and purpose of the Institute.

**Section 10.3. Vacancies.** Vacancies in the membership of any committee or organizational subdivision may be filled by appointments made in the same manner as provided in the case of the original appointments.

**Section 10.4. Meetings.** Meetings of committees or other organizational subdivision may be called, upon no less than five days and no more than 40 days actual notice, at any time by the committee chairperson or by the President of the Board of Directors.

**Section 10.5. Notice.** Notice of any meeting of any committee or organizational subdivision shall be delivered personally or sent by mail, facsimile, email or other form of wire or wireless communication to each member at such member's address. The business to be transacted at, or the purpose of the meeting must be specified in the notice of such meeting.

**Section 10.6. Meetings by Conference Telephone and by Consent.**

(a) Members of any committee or organizational subdivision designated by the Board of Directors may participate in a meeting of the committee or organizational subdivision by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can simultaneously hear each other, and participation in the meeting in this manner shall constitute presence in person at the meeting.

(b) Any action which might be taken at a meeting of the committee or organizational subdivision may be taken without a meeting if one or more written consents to such action are signed by all of the members. Such written consent or consents must describe the action taken, be signed by each member, and be included in the minutes filed with the corporate records reflecting the action taken. As permitted by 805 ILCS 105/101.80 (p) actions required to be "written", to be "in writing", to have "written consent", to have "written approval" and the like by directors, or committee members or organizational subdivisions shall include any communication transmitted or received by electronic means; including but not limited to email.

## ARTICLE XI POLICIES AND PROCEDURES

**Section 11.1. Policies and Procedures.** The Board of Directors shall have the authority to adopt written policies and procedures for the purpose of accomplishing the objectives of the Institute, such policies and procedures being subject to amendment by the Board of Directors, as the Board, at its discretion, may see fit.



### **Section 11.2. Conduct of Meetings.**

(a) Conduct. The Institute shall conduct the meetings of its Board of Directors and committees in accordance with the procedures set forth in Robert's Rules of Order, revised, except insofar as the Bylaws provide otherwise.

(b) Open Meetings. Meetings of the Board of Directors, the Executive Committee or any other committees or organizational subdivisions shall be open if such meetings are required to be open under the Agency's open meetings policy.

### **Section 11.3. Fiscal Authority.**

(a) Contracts. The Board of Directors may authorize any representative or agent of the Institute, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Institute, and such authority may be general or confined to specific instances.

(b) Checks and Drafts. All checks, drafts or orders for the payment of money and any notes or other evidences of indebtedness issued in the name of the Institute, shall be signed by such officer or officers, agent or agents of the Institute and in such manner as shall from time to time be determined by resolution of the Board of Directors. See Sections 7.2(a), (e) and (f) and Article III of the Bylaws.

(c) Deposits. All funds of the Institute shall be deposited from time to time to the credit of the Institute in such banks and other depositories as the Board of Directors may select.

(d) Gifts. The Board of Directors may accept on behalf of the Institute any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Institute. The Board of Directors may reject any contribution, gift, bequest or devise for any reason.

(e) Prohibited Loans. The Institute shall not make any loan to any, officer, director, or employee of the Institute.

(f) Budget. An annual budget shall be prepared at the direction of the Treasurer for approval by the Board of Directors at a meeting of the Board of Directors.

(g) Bond. In the discretion of the Board of Directors all employees of the Institute and other service providers for the Institute shall be covered by a fidelity or dishonesty bond in such form and sum as is designated by the Board of Directors. The bond, if any, shall be obtained from a reputable indemnity company and the cost thereof shall be an expense of the Institute.

## **ARTICLE XII FINANCE AND RECORDS**

**Section 12.1. Fiscal Year.** The fiscal year of the Institute shall commence on the first day of July and end on the 30th day of June of each year. The Board of Directors shall have the power to

change the fiscal year of the Institute, from time to time, which shall become the taxable year of the Institute upon the approval of the Internal Revenue Service.

**Section 12.2. Audit.** The Institute shall participate in the annual Agency-wide audit for the Institute's financial records within three months of the close of the fiscal year. The audit shall be performed by an independent certified public accountant.

**Section 12.3. Division Records.** In the event that the Institute shall be operated in more than one division (for example: a real estate division and a research division) separate financial reporting shall be maintained by the Institute for each division.

**Section 12.4. Corporate Records.**

(a) The Institute shall keep as permanent records minutes of all meetings of its Board of Directors, a record of all actions taken by the directors without a meeting, and a record of all actions taken by committees of the Board of Directors.

(b) The Institute shall maintain appropriate accounting records.

(c) The Institute shall keep a copy of the following records at its principal office: (i) its Articles or restated Articles of Incorporation and all amendments to them currently in effect; (ii) its Bylaws or restated Bylaws and all amendments to them currently in effect; (iii) resolutions adopted by its Board of Directors and minutes of all meetings and records of all actions approved by the Board of Directors; (iv) all written communications, including any financial statements; (v) a list of the names and business or home address of its current directors and officers; (vi) its most recent annual report delivered to the Secretary of State of Illinois or Missouri as applicable; and (vii) appropriate financial statements of all income and expenses. Record retention period will be established in a policy adopted by the Institute and approved by the Board of Commissioners.

**Section 12.5. Open Records.** Records of the Institute, including minutes, notices and other records shall be maintained in accordance with Agency policy or as otherwise required by law.

**ARTICLE XIII  
REPEAL OR AMENDMENT OF BYLAWS**

These Bylaws may be altered, amended or repealed and new bylaws may be adopted by resolution adopted by a majority of the entire number of directors then fixed by the Bylaws; provided that the Board of Commissioners has approved in writing such alteration, amendment, repeal and/or new bylaws.

**CERTIFICATE**

The foregoing Amended and Restated Bylaws were duly adopted by the Board of Directors on \_\_\_\_\_, 2017, and consented to by the Board of Commissioners of the Agency on \_\_\_\_\_, 2017.

\_\_\_\_\_  
Secretary

DRAFT

**Open Session Item 10**

**Exhibit D**

**AMENDED AND RESTATED BYLAWS**  
**BI-STATE DEVELOPMENT RESEARCH INSTITUTE**

**Effective Date:** \_\_\_\_\_

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## ARTICLE I OFFICES

**Section 1.1 Principal Office.** The principal office of the Bi-State Development Research Institute (the "Institute") in the State of Illinois shall be located in the County of St. Clair and the principal office in the State of Missouri shall be located in the City of St. Louis. The Institute may have such other offices, either within or without the State of Illinois and/or the State of Missouri as the Board of Directors may determine, or as the affairs of the Institute may require from time to time.

**Section 1.2 Registered Office.** The registered office of the Institute required to be maintained in the State of Missouri and in the State of Illinois need not be identical with the principal office in the State of Missouri or the State of Illinois, and the addresses for the registered offices may be changed from time to time by the Board of Directors.

## ARTICLE II PURPOSES

**Section 2.1 General.** The purposes of the Institute shall be those nonprofit purposes stated in the Articles of Incorporation of the Institute, as amended from time to time, to do such lawful acts and undertake such activities and enterprises to:

(a) To conduct studies in and about the jurisdictional region (the "Region") of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the "Agency") which evaluate land use, public land use policy, economic and community development and infrastructure investment as such issues affect transit and the Region.

(b) To assist in the strategic acquisition, conveyance and other handling of real property for public purposes in the Region. The term "Region" means that region defined in the interstate compact between the States of Missouri and Illinois, and ratified by the United States Congress and implementing legislation of the States of Missouri and Illinois; Joint Resolutions of August 31, 1950, 64 Stat. 568, Pub. L. No. 81-743; September 21, 1959, 73 Stat. 582, Pub. L. No. 86-303; September 30, 1985, 99 Stat. 477, Pub. L. No. 99-106; April 1, 1996, 110 Stat. 883, Pub. L. No. 104-125; December 19, 2011, 125 Stat. 775, Pub. L. No. 112-71 and Mo. Rev. Stat. §§ 70.370-70.373 (Supp. 2012); 45 Ill. Comp. Stat. 100/1-110/5 (Supp. 2013) (the "Compact"). In all events, the mission, purposes and activities of the Institute shall be consistent with the Compact.

(c) To solicit, receive, hold and administer gifts and grants for use in performing activities and functions consistent with and in support of the mission of the Agency as established in the Compact.

(d) In all events, the mission, purposes and activities of the Institute shall be consistent with the Compact and shall not exceed the mission and authority of the Agency as set forth in the Compact.

~~—(e)—The activities of the Institute shall exclusively be those necessary and incidental to the activities authorized by the Compact.~~

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**Section 2.2 Limitations.**

(a) The Institute shall, in all of its activities, be nonpartisan, nonpolitical and nonsectarian, and shall engage only in those activities which are authorized and permitted in furtherance of its purposes as an exempt organization pursuant to the Internal Revenue Code of 1986, as amended.

(b) The purposes for which the Institute is organized are exclusively charitable, scientific, literary, and educational within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended or the corresponding provision of any future United States Internal Revenue Law.

(c) Notwithstanding any other provision herein, the Institute shall not carry on any activities not permitted to be carried on by any organization exempt from the Federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue Law.

**ARTICLE III  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**Section 3.1 Powers.** The property and affairs of the Institute shall be managed by its Board of Directors. The Board of Directors shall have and is vested with all powers and authorities, except as may be expressly limited by law, the Articles of Incorporation of the Institute or these Bylaws, to supervise, control, direct and manage the property, affairs and activities of the Institute, to determine the policies of the Institute, to do or cause to be done any and all lawful things for and on behalf of the Institute, to make ultimate decisions regarding the acts of officers and committees; to establish rules and regulations; to accept grants, contributions, gift, bequests, or devises to further the purposes for the Institute, to exercise or cause to be exercised any or all of its powers, privileges or franchises, and to seek the effectuation of its objects and purposes; provided, however, that:

(a) The Board of Directors shall not authorize or permit the Institute to engage in any activity not permitted to be transacted by the Articles of Incorporation of the Institute or by a corporation organized under the Illinois General Not For Profit Corporation Act of 1986, as amended; and

(b) None of the powers of the Institute shall be exercised to carry on activities, other than as an insubstantial part of its activities, which are not in themselves in furtherance of the purposes of the Institute; and

(c) All income and the property of the Institute shall be applied exclusively for its non-profit purposes. No part of the net earnings or other assets of the Institute shall inure to the benefit of or be distributable to any director, officer, contributor or any other private persons having, directly or indirectly, a personal or private interest in the activities of the Institute, except that the Institute shall be authorized and empowered to pay reasonable compensation for services rendered, and to make payments and distributions in furtherance of its stated purposes; and

(d) The Board of Directors shall determine major personnel, fiscal, organizational and programmatic policies for the effective and efficient operation of the Institute. The Board of Directors, in its discretion, may vest the authority to manage, direct, supervise and otherwise administer programs and services to an Executive Director and such person's designees.

#### ARTICLE IV BOARD SIZE AND COMPOSITION; NOMINATION AND APPOINTMENT

**Section 4.1. Size of Board of Directors.** The number of directors to constitute the Board of Directors shall be determined by the process described herein, provided however, that there shall always be at least five directors and not more than seven directors.

**Section 4.2 Composition of Board of Directors.** ~~The initial Board of Directors shall be appointed by the Incorporator and shall serve as a transition board. Thereafter, Effective in 2017 and thereafter the Board of Directors shall be composed as follows: four<sup>three</sup> (4<sup>3</sup>) of the members of the Board of Directors shall serve as long as they hold the following positions with the Agency: the President and CEO of the Agency, the Chairman of the Board of Commissioners of the Agency (the "Board of Commissioners"), the Vice Chairman of the Board of Commissioners, and the General Counsel/Chief Financial Officer of the Agency (collectively the "ex-officio Directors") and the remaining ~~four~~ directors shall be selected by the members of the Board of Commissioners of the Bi-State Development Agency pursuant to the process set forth herein of the Missouri-Illinois Metropolitan District (the "Board of Commissioners").~~

**Section 4.3. Nomination and Appointment of Directors.** ~~In 2017, At such time as the~~ ~~The Board of Commissioners shall determine, it shall replace the transitional board using the following process which shall thereafter be use~~ the following process ~~d~~ to nominate and appoint Directors who are not ex-officio Directors:

(a) The Board of Directors of the Institute shall receive the names of nominees to open positions on the Board of Directors and shall forward such names to the Board of Commissioners.

(b) The Board of Commissioners shall vote to appoint members from the list of nominees. All members of the Board of Directors who are not ex-officio Directors shall be appointed by the Board of Commissioners.

(c) The terms of Directors who are not ex-officio Directors' ~~terms~~ shall begin as of the first meeting after which a member is formally appointed by the Board of Commissioners.

(d) In the event the number of members of the Board of Directors is increased as provided in these Bylaws, the additional directors so provided for shall be selected in accordance with the foregoing process.

**Section 4.4. Term Limits.** ~~The~~ ~~After the replacement of the transitional board,~~ terms of office for all directors, who are not ex-officio Directors, shall be three years. Each such director may serve two additional three year terms. After nine years of service, a Board member must rotate off the Board for one year. ~~Terms shall be staggered~~ in the manner determined by the Board of Commissioners at the time of appointment so that to the extent possible there are experienced

directors serving on the Board at all times. For this reason notwithstanding the foregoing, the term of office for ~~certain~~ directors, who are not ex-officio Directors, and those non-ex-officio directors who were appointed to serve on the Institute's ~~initial~~ Board of Directors prior to 2017 shall have all prior Board of Directors service ignored for the purposes of term limits and any Director appointed in 2017 or thereafter whose initial term is less than 3 years shall have such initial term ignored for the purposes of term limits ~~(after the transitional board) shall be less than three years, so that terms of office then and thereafter are staggered. For example, assuming the first Board of Directors (after the transitional board) has five members; one director shall be appointed for a term of one year, two directors for a term of two years and two directors for a term of three years. The members of the initial Board of Directors whose initial term is less than two years, may serve three additional three year terms before rotating off the Board for at least one year.~~

**Section 4.5 Vacancies.** If the office of a director who is not an ex-officio Director becomes vacant for any reason, it shall be filled in the same manner that was originally used to fill the seat. The successor or successors shall hold office for the unexpired term. In the event that at the time of appointment the unexpired term is less than a full 3 is nine months or less, it years, it shall not count toward the term limits on director appointments.

**Section 4.6. Resignation.** Any director who is not an ex-officio Director may resign from the Board of Directors of the Institute. Such resignation shall be in writing and shall be effective immediately or upon its acceptance by the Board of Directors of the Institute, or as such resignation shall provide.

**Section 4.7. Removal.** Directors who are not ex-officio Directors may be removed, with or without cause, by the vote of at least two-thirds of all the directors at a meeting of the Directors called expressly for that purpose.

**Section 4.8. Voting.** Each Director, including each ex-officio Director shall have one vote.

## ARTICLE V BOARD MEMBER REGULATIONS

**Section 5.1. Compensation.** All members of the Board of Directors, including its officers, serve in a volunteer capacity, and there shall be no compensation to any Board member for service on the Board of Directors. Board members may be reimbursed for reasonable and substantiated expenses related to Board business, including travel expense. Documentation for expenses must be submitted to the ~~Chairperson~~ President or Executive Director for approval and reimbursement will be governed by the Agency's current fiscal policies and procedures.

**Section 5.2. Director Conflict of Interest.**

(a) If a transaction is fair to the Institute Corporation at the time it is authorized, approved, or ratified, the fact that a Director of the Institute Corporation is directly or indirectly a party to the transaction is not grounds for invalidating the transaction.

(b) In a proceeding contesting the validity of a transaction described in subsection (a), the person asserting validity has the burden of proving fairness unless:

(1) The material facts of the transaction and the Director's interest or relationship were disclosed or known to the Board of Directors or a committee consisting entirely of Directors and the Board or committee authorized, approved or ratified the transaction by the affirmative votes of a majority of disinterested Directors, even though the disinterested Directors be less than a quorum; or

(2) The material facts of the transaction and the Director's interest or relationship were disclosed or known to the members entitled to vote, if any, and they authorized, approved or ratified the transaction without counting the vote of any member who is an interested Director.

(c) The presence of the Director, who is directly or indirectly a party to the transaction described in subsection (a), or a Director who is otherwise not disinterested, may be counted in determining whether a quorum is present but may not be counted when the Board of Directors or a committee of the Board takes action on the transaction.

(d) For purposes of this Section 5.2, a Director is "indirectly" a party to a transaction if the other party to the transaction is an entity in which the Director has a material financial interest or of which the Director is an officer, director or general partner; except that if a Director is an officer or director of both parties to a transaction involving a grant or contribution, without consideration, from one entity to the other, that Director is not "indirectly" a party to the transaction provided the director does not have a material financial interest in the entity that receives the grant or contribution.

## **ARTICLE VI BOARD OF DIRECTORS MEETINGS**

**Section 6.1. Regular meetings.** The Board of Directors shall meet on a regular basis but not less than two times per year, on such dates and times as the directors shall determine, for the selection of nominees~~appointment of a slate for the appointment~~ of directors by the Board of Commissioners and for the transaction of such business as shall come before the Board of Directors.

**Section 6.2. Notice of regular meetings.** Notice of regular meetings shall be given to each Board Member at least five calendar days prior to the meeting and shall include a meeting agenda. Notice of all regular meetings of the Board of Directors, along with the date, time and place of the meeting, may be delivered by email, facsimile, or regular U.S. Postal Service.

**Section 6.3. Special meetings.** Special Meetings of the Board of Directors may be called by the ~~Chairperson~~President or upon request of 20 percent of the Board membership and shall include a statement of the matters to be discussed at the meeting.

**Section 6.4. Notice of special meetings.** Notice of special meetings shall be given, along with the date, time and place of the meeting, at least three calendar days prior to the meeting. Notice of all special meetings of the Board of Directors may be delivered by email, facsimile, or regular U.S. Postal Service.

**Section 6.5. Emergency meetings.** Emergency meetings of the Board of Directors may be called by the ~~Chairperson~~ **President** or upon request of 20 percent of the Board membership and shall include a statement of the matters to be discussed at the meeting.

**Section 6.6. Notice of Emergency Meetings.** Notice of emergency meetings shall be made as soon as reasonably possible prior to the meeting. Notice along with the date, time, and place of the meeting and a summary of the matters to be discussed, may be delivered by hand delivery, email, facsimile, or by telephone. The Board must document in the minutes of the meeting the reason for the emergency.

**Section 6.7 Waiver of Notice.** Any director may waive notice of any meeting. The attendance of a director at or participation in any meeting shall constitute a waiver of notice of such meeting, unless the director upon arriving at the meeting or prior to the vote on a matter not noticed in conformity with the Illinois General Not-For-Profit Corporation Act of 1986, as amended, the Articles of Incorporation or these Bylaws objects to lack of notice and does not vote for or assent to the proposed action.

**Section 6.8 Quorum.** A quorum of the Board of Directors shall consist of one-half of the number of voting directors in office at the time of the action requiring approval of the Board of Directors.

**Section 6.9 Adjournment.** If a quorum shall not be present at any meeting of the Board of Directors, the directors present shall have the power to adjourn the meeting and reschedule, without notice other than announcement at such meeting. At any such rescheduled meeting at which a quorum shall be present any business may be transacted which could have been transacted at the original session of such meeting.

**Section 6.10 Voting.** Each director present at any meeting shall be entitled to cast one vote on each matter coming before such meeting for vote of the Directors.

**Section 6.11 Meetings by Conference Telephone and by Consent.**

(a) Members of the Board of Directors, or of any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors, or of a committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can simultaneously hear each other, and participation in the meeting in this manner shall constitute presence in person at the meeting.

(b) Any action which might be taken at a meeting of the Board of Directors may be taken without a meeting if one or more written consents to such action are signed by all of the directors. Such written consent or consents must describe the action taken, be signed by each director, and be included in the minutes filed with the corporate records reflecting the action taken. As permitted by 805 ILCS 105/101.80 (p) actions required to be "written", to be "in writing", to have "written consent", to have "written approval" and the like by directors, or committee members or organizational subdivisions shall include any communication transmitted or received by electronic means; including but not limited to email.

(c) The ~~Chairperson~~President of the meeting may establish reasonable rules as to conducting the meeting by telephone or other electronic means.

**Section 6.12. Minutes.** The Board of Directors shall keep written minutes for all meetings of the Board of Directors. Minutes of the previous meeting shall be distributed to all members before the next meeting.

## **ARTICLE VII OFFICERS OF THE INSTITUTE**

**Section 7.1 Officers and Selection of Officers.** The officers of the Institute shall consist of a ~~Chairperson~~President, Vice-~~Chairperson~~President, Secretary, Treasurer, and such other officers as the Board of Commissioners shall from time to time determine necessary. The officers of the Institute shall be appointed by the Board of Commissioners from among the members of the Institute's Board of Directors. Notwithstanding the foregoing, the Board of Commissioners may appoint one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, who may or may not be members of the Board of Directors and who may or may not be members of the staff of the Agency. Each officer shall hold office until his or her successor has been duly appointed and officially seated. The Board of Commissioner's may remove an officer for any reason.

**Section 7.2. Duties of Officers.**

(a) ~~Chairperson~~President: The ~~Chairperson~~President shall preside at all meetings of the Board of Directors and shall have the following duties:

- i. See that all orders and resolutions of the Board of Directors are carried into effect;
- ii. Execute bonds, mortgages and other contracts except where permitted by law to be otherwise signed and executed, and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Institute;
- iii. Perform all duties as are generally incumbent upon the office of ~~Chairperson~~President and such other duties as may be prescribed by the Board of Directors from time to time;
- iv. Preside at all Executive Committee meetings; and
- v. Serve as one of the check signatories as required by the Institute, in addition to the Treasurer and Executive Director.

(b) Vice ~~Chairperson~~President: The Vice ~~Chairperson~~President shall perform the duties of the ~~Chairperson~~President in the absence of the ~~Chairperson~~President or in the event of

the ~~Chairperson~~President's inability or refusal to act. The Vice ~~Chairperson~~President shall have all the powers of and be subject to all the restrictions upon the ~~Chairperson~~President. The Vice ~~Chairperson~~President may perform such other duties and responsibilities as designated by these Bylaws, by the ~~Chairperson~~President or by the Board of Directors.

(c) Secretary: The Secretary shall have the following duties:

- i. Cause to be kept the minutes of the Board meetings;
- ii. See that notices are duly given in accordance with provisions of the Bylaws and as may be required by law;
- iii. Ensure the safe keeping of the corporate records of the Institute;
- iv. Maintain a register of the post office addresses, telephone numbers, email addresses and facsimile numbers of each member of the Board of Directors which shall be furnished to the Secretary by such members;
- v. Ensure that all correspondence to and from the Board of Directors is received, written, referred or otherwise appropriately handled; and
- vi. Perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the ~~Chairperson~~President or by the Board of Directors.

(d) Assistant Secretaries: Assistant Secretaries if any, in order of their seniority shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties as the Board of Directors may prescribe.

(e) Treasurer: The Treasurer shall have the following duties:

- i. Be responsible for the maintenance of proper financial books and records of the Institute;
- ii. Arrange for the preparation of the financial reports and participate in Agency financial audits as required by the Board of Directors, the State of Illinois, the federal government and other applicable governmental agencies;
- iii. Have custody of the Institute's funds and other assets;
- iv. Issue a financial statement on all programs to the Board of Directors at regular Board and/or Special Board meetings;
- v. Sign all required financial reports and financial documents requiring the signature of the Institute Treasurer; and
- vi. Serve as one of the check signatories as required by the Institute, in addition to the ~~Chairperson~~President and Executive Director.

(f) Assistant Treasurers: The Assistant Treasurers, if any, in the order of their seniority shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties as the Board of Directors may prescribe.

**Section 7.3. Term of Service.** The officers shall serve in their respective positions for a one year period, or until replaced for other circumstances. \_Officers may be appointed to successive annual terms without limit.

**Section 7.4. Officer Vacancy.** -Any vacancy in any office because of death, resignation, or otherwise, shall be filled by action of the Board of Commissioners in accordance with these Bylaws.

## **ARTICLE VIII EXECUTIVE DIRECTOR**

The Board of Directors may, in its discretion, appoint an Executive Director for such term and on such conditions as the Board may determine. The compensation of the Executive Director shall be set by the Board of Directors if the Executive Director is an employee of the Institute. Otherwise, the position of Executive Director is uncompensated. \_The Executive Director may be reimbursed for reasonable and substantiated expenses related to Institute business. Documentation for expenses must be submitted to the ~~Chairperson~~President for approval and reimbursement. The Board of Directors may, in its discretion, appoint the Executive Director to serve as assistant secretary and or assistant treasurer of the Institute.~~Corporation.~~

The Executive Director shall be charged with the general supervision of the day-to-day affairs of the Institute. The Board of Directors shall develop and maintain a job description for the Executive Director. \_The Executive Director, if appointed, shall serve as one of the check signatories as required by the Institute, in addition to the ~~Chairperson~~President and Treasurer.

The Executive Director is not a member of the Board of Directors, the Executive Committee or an officer (other than assistant secretary and or assistant treasurer if so appointed); but may attend Executive Committee meetings and Board of Directors' meetings and other committee meetings at the invitation of the Board of Directors or Executive Committee.

## **ARTICLE IX EXECUTIVE COMMITTEE**

**Section 9.1. Executive Committee.** The Board of Directors shall have the power to designate an Executive Committee, by resolution adopted by a majority of the directors. The Executive Committee shall consist of all of the officers of the Corporation (not including any assistant secretaries and or assistant treasurers of the Institute.)~~Corporation).~~

**Section 9.2. General Responsibility.** The Executive Committee shall have and exercise the authority of the Board of Directors in the management of the Institute, and shall perform such



duties as may be prescribed by the Board of Directors; provided, however, that the Executive Committee shall not have the authority of the Board of Directors in reference to amending, altering or repealing the Bylaws; electing, appointing or removing any member of the Executive Committee or any director or officer of the Institute; amending the Articles of Incorporation; adopting a plan of merger or adopting a plan of consolidation with another corporation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the Institute or revoking proceedings therefor; adopting a plan for the distribution of the assets of the Institute; or amending, altering or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered or repealed by such committee. The Executive Committee shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed by law.

**Section 9.3. Vacancies.** Any vacancy occurring on the Executive Committee resulting from death, resignation, retirement, or removal from office or otherwise, shall be filled by the Board of Directors, from the membership of the Board of Directors.

**Section 9.4. Meetings.** Meetings of the Executive Committee may be called by the ~~Chairperson~~ President or any two members of the Executive Committee. The person or persons who called the meeting of the Executive Committee may fix any place and the time of holding such meeting of the Executive Committee.

**Section 9.5. Notice.** Notice of any meeting of the Executive Committee shall be given at least two days, but not more than 40 days previously thereto by written notice delivered personally or sent by mail, telephone, facsimile, email or other form of wire or wireless communication to each member at such member's address. The business to be transacted at, or the purpose of the meeting, must be specified in the notice of such meeting.

**Section 9.6. Quorum.** One-half of the Executive Committee members shall constitute a quorum at any meeting. Actions of the Executive Committee may be taken by a majority of such quorum, unless otherwise required by law or by these Bylaws.

**Section 9.7. Meetings by Conference Telephone and by Consent.**

(a) Members of the Executive Committee, or of any committee designated by the Executive Committee, may participate in a meeting of the Executive Committee, or of a committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can simultaneously hear each other, and participation in the meeting in this manner shall constitute presence in person at the meeting.

(b) Any action which might be taken at a meeting of the Executive Committee may be taken without a meeting if one or more written consents to such action are signed by all of the members. Such written consent or consents must describe the action taken, be signed by each member, and be included in the minutes filed with the corporate records reflecting the action taken. As permitted by 805 ILCS 105/101.80 (p) actions required to be "written", to be "in writing", to have "written consent", to have "written approval" and the like by directors, or committee members or organizational subdivisions shall include any communication transmitted or received by electronic means; including but not limited to email.

## **ARTICLE X COMMITTEES**

**Section 10.1. Standing and Special Committees.** The Board of Directors may create standing and special committees composed of members of the Board of Directors designated by the Board of Directors. The Board of Directors shall define the jurisdiction, responsibilities and duties of such committees.

**Section 10.2. Other Committees and Organizational Subdivisions.** The Board of Directors may create other committees, task forces, councils, or organizational subdivisions of the Institute, composed of members of the Board of Directors and other persons, and define their respective duties, responsibilities and assignments. The members of such entities shall be designated by the Board of Directors. The assigned duties of such entities may concern any subject matter unless beyond the jurisdiction and purpose of the Institute.

**Section 10.3. Vacancies.** Vacancies in the membership of any committee or organizational subdivision may be filled by appointments made in the same manner as provided in the case of the original appointments.

**Section 10.4. Meetings.** Meetings of committees or other organizational subdivision may be called, upon no less than five days and no more than 40 days actual notice, at any time by the committee chairperson~~its Chairperson~~President or by the President of the Board of Directors.

**Section 10.5. Notice.** Notice of any meeting of any committee or organizational subdivision shall be delivered personally or sent by mail, facsimile, email or other form of wire or wireless communication to each member at such member's address. The business to be transacted at, or the purpose of the meeting must be specified in the notice of such meeting.

**Section 10.6. Meetings by Conference Telephone and by Consent.**

(a) Members of any committee or organizational subdivision designated by the Board of Directors may participate in a meeting of the committee or organizational subdivision by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can simultaneously hear each other, and participation in the meeting in this manner shall constitute presence in person at the meeting.

(b) Any action which might be taken at a meeting of the committee or organizational subdivision may be taken without a meeting if one or more written consents to such action are signed by all of the members. Such written consent or consents must describe the action taken, be signed by each member, and be included in the minutes filed with the corporate records reflecting

the action taken. As permitted by 805 ILCS 105/101.80 (p) actions required to be "written", to be "in writing", to have "written consent", to have "written approval" and the like by directors, or committee members or organizational subdivisions shall include any communication transmitted or received by electronic means; including but not limited to email.

## ARTICLE XI POLICIES AND PROCEDURES

**Section 11.1. Policies and Procedures.** —The Board of Directors shall have the authority to adopt written policies and procedures for the purpose of accomplishing the objectives of the Institute, such policies and procedures being subject to amendment by the Board of Directors, as the Board, at its discretion, may see fit. ~~No policy or procedure shall become effective until it has been approved by the Board of Commissioners.~~

### **Section 11.2. Conduct of Meetings.**

(a) Conduct. The Institute shall conduct the meetings of its Board of Directors and committees in accordance with the procedures set forth in Robert's Rules of Order, revised, except insofar as the ~~Bylaws, or laws of Illinois provide~~ Bylaws provide otherwise.

(b) Open Meetings. ~~To the extent required by law, m~~ Meetings of the Board of Directors, the Executive Committee or any other committees or organizational subdivisions shall be open if such meetings are required to be open under ~~to the public except on the occasion in which closed meetings are authorized under the Agency's~~ the Agency's open meetings policy.

### **Section 11.3. Fiscal Authority.**

(a) Contracts. The Board of Directors may authorize any representative or agent of the Institute, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Institute, and such authority may be general or confined to specific instances.

(b) Checks and Drafts. All checks, drafts or orders for the payment of money and any notes or other evidences of indebtedness issued in the name of the Institute, shall be signed by such officer or officers, agent or agents of the Institute and in such manner as shall from time to time be determined by resolution of the Board of Directors. See Sections 7.2(a), (e) and (f) and Article III of the Bylaws.

(c) Deposits. All funds of the Institute shall be deposited from time to time to the credit of the Institute in such banks and other depositories as the Board of Directors may select.

(d) Gifts. The Board of Directors may accept on behalf of the Institute any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Institute. The Board of Directors may reject any contribution, gift, bequest or devise for any reason.

(e) Prohibited Loans. The Institute shall not make any loan to any, officer, director, or employee of the Institute.

(f) Budget. An annual budget shall be prepared at the direction of the Treasurer for approval by the Board of Directors at a meeting of the Board of Directors.

(g) Bond. In the discretion of the Board of Directors aAll employees of the Institute and other service providers for the Institute shall be covered by a fidelity or dishonesty bond in such form and sum as is designated by the Board of Directors. The bond, if any, shall be obtained from a reputable indemnity company and the cost thereof shall be an expense of~~paid by~~ the Institute.

## ARTICLE XII FINANCE AND RECORDS

**Section 12.1. Fiscal Year.** The fiscal year of the Institute shall commence on the first day of July and end on the 30th day of June of each year. The Board of Directors shall have the power to change the fiscal year of the Institute, from time to time, which shall become the taxable year of the Institute upon the approval of the Internal Revenue Service.

**Section 12.2. Audit.** The Institute shall participate in the annual Agency-wide audit for the Institute's financial records within three months of the close of the fiscal year. The audit shall be performed by an independent certified public accountant.

**Section 12.3. Division Records.** In the event that the Institute shall be operated in more than one~~two~~ divisions (for example: a real estate division and a research division) separate financial reporting shall be maintained by the Institute for each division.

### **Section 12.4. Corporate Records.**

(a) The Institute shall keep as permanent records minutes of all meetings of its Board of Directors, a record of all actions taken by the directors without a meeting, and a record of all actions taken by committees of the Board of Directors.

(b) The Institute shall maintain appropriate accounting records.

(c) The Institute shall keep a copy of the following records at its principal office: (i) its Articles or restated Articles of Incorporation and all amendments to them currently in effect; (ii) its Bylaws or restated Bylaws and all amendments to them currently in effect; (iii) resolutions adopted by its Board of Directors and minutes of all meetings and records of all actions approved by the Board of Directors; (iv) all written communications, including any financial statements; (v) a list of the names and business or home address of its current directors and officers; (vi) its most recent annual report delivered to the Secretary of State of Illinois or Missouri as applicable; and (vii) appropriate financial statements of all income and expenses. Record retention period will be established in a policy adopted by the Institute and approved by the Board of Commissioners.

**Section 12.5. Open Records.** ~~To the extent required by law, r~~Records of the Institute, including minutes, notices and other records shall be maintained in accordance with Agency policy or as otherwise required by law.

**ARTICLE XIII  
REPEAL OR AMENDMENT OF BYLAWS**

These Bylaws may be altered, amended or repealed and new bylaws may be adopted by resolution adopted by a majority of the entire number of directors then fixed by the Bylaws; provided that the Board of Commissioners has ~~approved~~consented in writing such alteration, amendment, repeal and/or new bylaws.

**CERTIFICATE**

The foregoing Amended and Restated Bylaws were duly adopted by the Board of Directors ~~as and for the Bylaws of the Institute by its Incorporator~~ on \_\_\_\_\_, 20174, ~~and ratified, confirmed and approved~~and consented to by the Board of Commissioners of the Agency~~Directors~~ on \_\_\_\_\_, 20174.

\_\_\_\_\_  
Secretary

**Open Session Item 10**

**Exhibit E**

**AFFILIATION AGREEMENT**

**THIS AFFILIATION AGREEMENT** (the “Agreement”) entered into as of \_\_\_\_\_, 2017, by and between the Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the “Agency”) and the Bi-State Development Research Institute (the “Institute”).

**WHEREAS**, the Agency is a legally constituted body corporate and politic created and existing by reason of a joint compact between the States of Missouri and Illinois which is codified at Section 70.370 et seq. of the Missouri Revised Statutes, as amended, and 45 ILCS 100/1 et seq. of the Illinois Compiled Statutes, as amended (the “Compact”); and

**WHEREAS**, the jurisdiction of the Agency includes St. Louis County and The City of St. Louis, Missouri, the Counties of St. Charles and Jefferson in Missouri; and the Counties of Madison, St. Clair and Monroe in Illinois (the “District”); and

**WHEREAS**, the governmental mission of the Agency is to meet the needs and priorities of the District as the operator of the public transit system and the consensus developer of public works and development projects. To that end, currently, the Agency owns and operates the St. Louis metropolitan area’s public transit system, which includes light rail vehicles, buses and paratransit vans (collectively, the “Transit System”); owns and operates St. Louis Downtown Airport and the surrounding industrial-business park; operates the Gateway Arch Transportation System, which is the tram system to the top of the Gateway Arch, the Gateway Arch Riverboats and the St. Louis Regional Freightway; and

**WHEREAS**, the Agency receives its funding for capital improvements and operations from passenger fares, revenues from its enterprises, federal and state grants, and state authorized revenues (including taxes); and

**WHEREAS**, the Institute, a public benefit corporation, is an Illinois Nonprofit Corporation, registered to do business in the State of Missouri, and exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code; and

**WHEREAS**, the charitable mission of the Institute is to: (1) conduct studies in and about the District which evaluate land use, public land use policy, economic and community development and infrastructure investment as such issues affect transit and the District; and (2) to assist in the strategic acquisition, conveyance and other handling of real property for public purposes in the District and (3) to solicit, receive, hold and administer gifts and grants for use in performing activities and functions consistent with and in support of the mission of the Agency as established in the Compact; and (4) in all events, the mission, purposes and activities of the Institute shall be consistent with the Compact and shall not exceed the mission and authority of the Agency as set forth in the Compact; and

**WHEREAS**, the Agency and Institute, by reason of their common interests and missions, and in order to minimize duplicative expenses in carrying out their complimentary purposes, desire to structure and clarify their relationship; and

**WHEREAS**, the Agency is willing to permit the Institute to utilize Agency employees and Agency office space, equipment, and services.



**NOW THEREFORE**, in consideration of each party's responsibilities and the promises contained in this Agreement, the parties agree as follows:

**Section 1.     Representations and Warranties.**

- (a) The Agency is duly organized, validly existing and in good standing under the laws of the States of Missouri and Illinois. The Agency has all requisite power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by the Agency and constitutes the valid and binding obligations of the Agency enforceable against the Agency in accordance with its terms, except to the extent that such enforceability (a) may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to creditors' rights generally, and (b) is subject to general principles of equity.
- (b) The Institute is duly organized, validly existing and in good standing under the laws of the States of Illinois and Missouri. The Institute has all requisite power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered and constitutes the valid and binding obligations of the Institute enforceable against the Institute in accordance with its terms, except to the extent that such enforceability (a) may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to creditors' rights generally, and (b) is subject to general principles of equity.

**Section 2.     Support Services.**

The Agency agrees to:

- (a) Make available to the Institute the services of its employees, to the extent they are not otherwise occupied in providing services for the Agency, to perform a variety of administrative, programmatic, financial, fundraising, marketing, economic development and other similar functions for the Institute on an as needed basis.
- (b) Provide facilities and equipment for the Institute's use for the purpose of conducting its business; including office and meeting room space and Agency equipment (such as computers, phones, fax machines, furniture, etc.); storage space for materials, and supplies; and office supplies (e.g., paper, pens, envelopes).
- (c) Provide the Institute with incidental utility services, including water, electricity, heat, air conditioning, internet, phone and parking.
- (d) Provide coverage for the Institute under the Agency's self-insurance program in those situations where the Agency or its employees are providing services or conducting an activity on behalf of the Institute.
- (e) Provide Agency services to the Institute in order to implement the Institute's activities, as more fully described in Sections 5 and 6, and to the fulfill its mission.

- (f) Provide outside services to the Institute, by obtaining or directly hiring third party contractors to perform services or conduct activities for the Institute. This would include outside consultants, contractors and service providers engaged to implement the Institute's activities, as more fully described in Sections 5 and 6, and fulfill its mission.

In order to evaluate Institute usage of Agency resources, the Chief Executive Officer of the Agency shall provide an annual written report to the Agency Board of Commissioners and the Institute Board of Directors regarding the use of Agency staff and other resources for Institute activities.

### **Section 3. Compensation for Support Services.**

- (a) To the extent that the Institute receives grants or other funding that allows for the payment of operational costs and overhead; or the Agency and the Institute mutually agree that the Institute has sufficient funds to pay for support services, the Institute shall pay the Agency for all, or any portion of, the expenses incurred by the Agency under Section 2 on the Institute's behalf.

Expenses subject to reimbursement shall include direct costs the Agency incurs in connection with assisting or performing services for the Institute including but not limited to insurance premiums, contributions towards self-insurance and expenses in connection with grant administration, grant reporting and grant audits. To the extent any costs and expenses attributable to grant administration are reflected in the staff and overhead expense of the Agency, such expense shall be reimbursed as provided below.

Expenses subject to reimbursement shall include, but are not limited to, salaries and fringe benefits of Agency personnel who perform services for or otherwise assist the Institute in carrying out its purposes, fees to independent contractors, costs of travel conducted by employees and contractors, cost of outside services, conference expenses, postage, internet, long-distance telephone charges, mileage, printing, and other actual expenses.

Payment for the services of Agency personnel shall be based on the proportion of the salaries and fringe benefits of Agency's personnel expended on the Institute's functions, as determined in accordance with reasonable documentation prepared by the Agency.

Overhead costs shall be calculated by utilizing the Agency's annual indirect cost rate for the recovery of indirect costs related to administering the Agency's federal grant programs. The overhead items to be reimbursed in this indirect cost rate may include (to the extent such costs are not already accounted for), but are not limited to:

- (i) costs of staff devoted to administrative matters, including, but not limited to, clerical, reception, financial and accounting, marketing, legal, and economic development activities;
- (ii) storage;

- (iii) equipment rental and maintenance;
  - (iv) depreciation of equipment and furniture owned by Agency;
  - (v) premiums for liability and other insurance;
  - (vi) general office supplies;
  - (vii) general telephone service, exclusive of long distance charges;
  - (viii) computer and word-processing supplies;
  - (ix) professional staff, board, and committee travel;
  - (x) photocopying;
  - (xi) local taxes;
  - (xii) subscriptions and other publications;
  - (xiii) rent and utilities;
  - (xiv) internet access costs;
  - (xv) legal expenses;
  - (xvi) an additional amount in proportion to these use of Agency's office facilities by individuals who are working on behalf of the Institute but are not Agency employees.
- (b) The Institute shall make payment to Agency of the amounts due under this Section 3 no less frequently than quarterly on the basis of detailed invoices submitted by Agency.

**Section 4. Oversight and Review by Institute's Executive Committee.**

- (a) The Institute and the Agency agree to work in a closely coordinated and cooperative manner to adopt and pursue strategies designed to promote efficiency, maximize the Institute's efforts in the pursuit of its charitable mission, and to eliminate and reduce expense in coordinated activities.
- (b) The Executive Committee ("Executive Committee") of the Board of Directors of the Institute ("Board") is charged with determining whether the implementation of the prioritized strategies and goals, programs and activities of the Institute (i) will lessen the burden of government; (ii) will further the interests of the Agency; (iii) do not exceed the mission and authority of the Agency as set forth in the Compact; and (iv) are in the best interest of the Agency. The Institute and the Agency agree that the Executive Committee shall regularly review the programs and activities of the Institute for this purpose and make recommendations to the Board and/or Agency as deemed appropriate by the Executive Committee.

- (c) No programs or activities, grant applications or submittals, or requests for donations or contributions, may be initiated by the Institute without the approval of the Executive Committee.
- (d) The Executive Committee must authorize or approve all agreements, contracts, financial documents, legal instruments or other undertakings of the Institute.
- (e) The Executive Committee will conduct its oversight of the Institute in accordance with Article IX, *Executive Committee*, of the Institute's By-Laws but nothing will prohibit, restrict or replace such activity or responsibility of the Board.

**Section 5. Institute Operational Programs and Activities.**

The Institute acknowledges that it has no employees. To the extent that the Institute applies for and receives grants, donations or support for an operational activity, should the Agency determine that such operational activities are within its expertise and that the Agency has the capacity to undertake them, the Institute and the Agency shall by written agreement provide for said activity to be conducted by the Agency or the Agency's contractors and the compensation for such services shall be established in that agreement or shall be determined in accordance with the provisions of Section 3 herein. Otherwise, such activities may be conducted by contractors retained by the Institute. To the extent that the Institute conducts fundraising events, such events shall be conducted by the Agency and the Agency shall be compensated pursuant to Section 3 herein.

**Section 6. Real Estate Assembly Activities and Economic Development Activities.**

To the extent that the Institute applies for and receives grants, donations or support for or otherwise decides to assist in the strategic acquisition, conveyance and other handling of real property for public purposes in the District should the Agency determine that any operational activities included in any such project are within its expertise and that the Agency has the capacity to undertake them, the Institute and the Agency shall by written agreement provide for said activity to be conducted by the Agency or the Agency's contractors and the compensation for such services shall be established in that agreement or shall be determined in accordance with the provisions of Section 3 herein. Otherwise, such activities may be conducted by contractors retained by the Institute.

**Section 7. Charitable Solicitation and Grant Fundraising.**

In connection with its fundraising, including all grant submissions and solicitations, the Institute shall:

- (i) Coordinate its fundraising with the Agency officials designated by the Agency.
- (ii) Seek Agency advice from individuals designated by the Agency regarding funding goals, fundraising, grant applications, programs, and fundraising campaigns.

- (iii) Conduct its fundraising in a manner that is consistent with and supportive of the fundraising efforts of the Agency.
- (iv) Establish and implement a system of controls that ensure compliance with restrictions placed by donors and grant funders, applicable laws and regulations.
- (v) Issue gift receipts, acknowledgement letters, and other appropriate correspondence regarding all gifts and contributions made to the Institute.
- (vi) Coordinate with designated Agency personnel as to all publicity and communications acknowledging or related to significant grants and gifts.
- (vii) Prepare and produce appropriate fundraising materials.
- (viii) Work collaboratively with the Agency on all development and programmatic activities associated with fundraising and grant submissions.
- (ix) In the event the Institute solicits a gift from a donor who has not expressed a specific limitation or use for the gift, the Institute shall give priority to the Agency's preference for such use.

**Section 8. Financial Services.**

- (a) During the term of this Agreement, the Agency shall:
  - (i) Administer all funds received by the Institute.
  - (ii) Separately account for all such and provide the Institute with quarterly reports of the Institute's accounts.
  - (iii) Deposit all the Institute's funds in one or more Institute accounts with a financial institution. The Agency will have no responsibility for any loss of Institute funds.
  - (iv) Handle all account reconciliation and other accounting and issue authorized checks as soon as reasonably possible when the Agency receives an approved check request submitted by the Institute. All funds disbursements shall be made by the Agency in accordance with the Agency's policies, regulations and procedures and where required, in accordance with the terms of a grant or donor guidelines.
  - (v) Handle the financial and accounting aspects of all grants and donation administration for the Institute, including grant management and reporting.
  - (vi) Include all Institute accounts in the Agency's annual independent audit.
  - (vii) Upon request, provide the Institute with such assistance as it deems appropriate so that the Institute may prepare and file any required tax or other governmental reporting forms as required by law.

- (b) In connection with the financial services:
  - (i) The Treasurer or Executive Director of the Institute shall serve as the Institute's contact person(s).
  - (ii) The following representatives of the Institute shall be authorized cosignatories for all accounts of the Institute: the Chairman, Treasurer or Executive Director.
  - (iii) The Institute shall provide all information requested by the Agency on approved check request forms submitted to the Agency and include all applicable invoices, contracts, receipts, or other proofs of purchase.
  - (iv) If, in its sole discretion, the Agency agrees to handle payroll for the Institute as part of the fiscal agent services for all employees or contractors the Institute hires, the Institute will provide relevant employee personal information, W-4 and I-9 forms, fingerprints, and other documentation required by the Agency.

**Section 9. Fiscal and Budgetary.**

- (a) The Institute shall maintain complete and accurate records (including receipts) of all income received and expenses incurred by the Institute, as well as all other documents related to the Institute's funds and shall make all such information available to the Agency upon request for examination and review.
- (b) The Institute shall not hire employees or contractors without prior written consent of the Agency.
- (c) The Institute will be responsible for all expenses associated with contractors or with employees including payroll costs, workers' compensation, and unemployment fees.
- (d) The Institute's budget and any amendments to its budget shall be subject to the prior approval of the Agency.
- (e) If requested to do so by the Agency, the Institute shall conduct an annual audit using an independent professional auditor, a copy of which shall be annually provided to the Agency. If, in the sole opinion of the Agency, the Institute's actions necessitate a special audit, the Institute shall engage in a special audit and pay for all expenses related to the audit.

**Section 10. Covenants.**

- (a) The Agency covenants and agrees that during the term of this Agreement it will comply at all times with the following covenants unless otherwise agreed in writing:
  - (i) duly and punctually perform all obligations pursuant to this Agreement on the dates, at the place, and in the manner provided in this Agreement; and

- (ii) preserve and maintain its existence under the Compact, validly existing and in good standing, and its rights, franchises and privileges material to the conduct of its affairs, and to the performance of its obligations under this Agreement; and
  - (iii) comply with the requirements of all applicable laws, rules, regulations and orders of any governmental authority, noncompliance with which would singly or in the aggregate materially adversely affect its business, properties or affairs, unless the same shall be contested in good faith and by appropriate proceedings.
- (b) The Institute covenants and agrees that during the term of this Agreement it will comply at all times with the following covenants unless otherwise agreed in writing:
  - (i) duly and punctually perform all obligations pursuant to this Agreement on the dates, at the place, and in the manner provided in this Agreement;
  - (ii) preserve and maintain its existence as a not-for-profit corporation, validly existing and in good standing, and its rights, franchises and privileges material to the conduct of its affairs, and to the performance of its obligations under this Agreement; and
  - (iii) comply with the requirements of all applicable laws, rules, regulations and orders of any governmental authority, noncompliance with which would singly or in the aggregate materially adversely affect its business, properties or affairs, unless the same shall be contested in good faith and by appropriate proceedings; and
  - (iv) obtain written approval from the Agency before altering Agency property and agree that all improvements the Institute makes to Agency property become the property of the Agency, without compensation; and
  - (v) be solely and fully liable for loss of Institute's inventory, property in case of fire, natural disasters, or theft. The Agency will not insure Institute's property unless specifically agreed by the Agency; and
  - (vi) not impair the Agency's ability to use its property; and
  - (vii) obtain approval from the Agency before purchasing and installing any Institute owned equipment on Agency premises; and
  - (viii) abide by all Agency regulations; and
  - (ix) maintain Agency facilities that it uses in a clean, orderly, professional, and safe condition and in accordance with applicable Agency, State, and local fire and safety regulations; and
  - (x) not use any of its funds or the Agency's funds or property (including property, meeting rooms, utilities, services, or supplies) to conduct lobbying activities; attempt to influence Congress or any official of the government; favor or oppose any legislation, law, or appropriations; and



- (xi) not raise funds through games of chance; or conduct fundraising and other activities that are not in direct support of the Agency.
- (c) The Institute Covenants and agrees that use of the words “Bi-State” and “Development,” together or separately in the name of the Institute is contingent upon the Institute’s compliance with the terms of this Agreement and all Agency policies and regulations. In addition to any other remedies to which Agency is entitled and notwithstanding any other provision in this Agreement, the Institute shall cease use of the words “Bi-State” and/or “Development” in its name upon written demand of the Agency, upon a finding by the Agency of failure to comply with or breach of this Agreement or any Agency policies or regulations.

**Section 11. Responsibilities of Agency.**

- (a) The Agency shall encourage and maintain the independence of the Institute and, at the same time, foster the cooperative relationship between the Agency and the Institute.
- (b) The Agency shall from time to time communicate to the Institute the preference of the Agency for the use of gifts, grants and other funds which are not specifically restricted.
- (c) The Agency shall accept funds from the Institute for the purpose of promoting the well-being and advancement of the mission of the Agency. With respect to funds provided to the Agency from the Institute, the following shall apply:
  - (i) The Agency shall ensure that any legally restricted funds are expended strictly in accordance with the terms and conditions as may be imposed by testators or donor;
  - (ii) All unrestricted funds that are provided for the use of the Agency shall be expended in a manner that exclusively serves the public purposes of the Agency; and
  - (iii) The Agency shall, upon request of the Institute, provide the Institute with an accounting of the expenditure of funds provided to the Agency.

**Section 12. Responsibilities of Institute.**

- (a) The Institute will keep in full force and effect its exemption under Section 501(c)(3) status under the Internal Revenue Code and will take no action which would cause this exemption to be revoked or limited.
- (b) The Board of Directors of the Institute will exercise due care in the management of the Institute’s affairs, including the preparation, distribution and reporting of annual and financial reports, necessary to ensure compliance with applicable Missouri and Illinois law.



- (c) The Institute agrees that funds and resources collected by the Institute shall be held and invested pursuant to a legally appropriate investment policy, which the Institute Board of Directors establish and communicate to the Agency.
- (d) Under no circumstances shall any of the earnings or assets of the Institute inure to or be distributed to the benefit of its trustees, officers, or other private persons, except that the Institute is authorized to pay reasonable compensation for services rendered and to make payments and distributions to the furtherance of the overall purpose of the Institute.
- (e) In the event of the dissolution of the Institute, all of the assets of the Institute including stock, property, real estate, intellectual property and future interests in property, shall within 30 days be distributed and paid over to the Agency to be used as provided under Illinois law for the windup of dissolved corporations, including payment of creditors and for distribution in accordance with the Institute's Articles of Incorporation.
- (f) Under no circumstances shall the Institute seek to direct the activities of the Agency or to influence, implement or control the policies, regulations and practices of the Agency.
- (g) The Institute shall at all times support and conduct all operations in such a way as to reflect positively upon the Agency.
- (h) The Institute shall comply with the terms and conditions of all grants it receives.
- (i) The Institute shall provide the Agency with any and all information about the Institute as requested by the Agency and at least annually the Executive Director of the Institute shall prepare a report for the Chief Executive Officer of the Agency detailing the activities and finances of the Institute.
- (j) The Institute shall, if requested to do so by the Agency, at Institute's expense, obtain and maintain liability and directors and officers insurance coverage acceptable to the Agency to be effective at all times during the term of this Agreement. The Institute shall provide written proof of liability insurance to the Agency. In addition, the Institute agrees to name the Agency as an "additional insured" under said policy and to defend, indemnify, and hold the Agency, its employees, and the Agency Board of Commissioners harmless against all claims, liabilities, costs, or judgments which may be made against the Agency, its employees, and Board of Commissioners arising out of or related to any project for which fiscal sponsorship is provided.

**Section 13. Inspection.**

- (a) The books, records and files of the Institute shall be available to the Agency for inspection during regular business hours at all reasonable times and upon the Agency giving the Institute 12 hours or more notice in writing that any such inspection is to take place. Such inspections shall be at the offices of the Institute, which will provide the representatives of the Agency with facilities reasonably satisfactory to accommodate said inspection.

- (b) The books, records and files of the Agency relating to its services rendered hereunder shall be available to the Institute for inspection during regular business hours at all reasonable times and upon the Institute giving the Agency 12 hours or more notice in writing that any such inspection is to take place. Such inspections shall be at the offices of the Agency, which will provide the representatives of the Institute with facilities reasonably satisfactory to accommodate said inspection.

**Section 14. Term of Agreement and Termination.**

- (a) The term of this Agreement begins on its effective date and shall continue for a period of 5 years. This Agreement will automatically renew at the end of each term for a further term of 5 years unless either party gives the other written notice of termination at least 30 days prior to the end of the relevant term. Notwithstanding the foregoing, the parties agree that prior to any automatic renewal, they shall confer regarding the upcoming renewal and that they acknowledge to each other in writing that such automatic renewal shall occur and the beginning and end dates of the upcoming renewal period.
- (b) Either party may terminate this Agreement at any time for any reason upon three months written notice to the other party.
- (c) Each of the following events shall constitute an Event of Default under this Agreement allowing for termination of this Agreement for cause:
  - (i) The failure by the Agency to perform or observe any term, covenant or agreement contained in this Agreement, provided that the failure of the Agency to perform such covenants shall not be deemed an Event of Default unless the Agency shall have failed to cure such nonperformance within 30 days after notice given to the Agency by the Institute, or if such nonperformance is not capable of cure, within 30 days;
  - (ii) The failure by the Institute to perform or observe any term, covenant or agreement contained in this Agreement, provided that the failure of the Institute to perform such covenants shall not be deemed an Event of Default unless the Institute shall have failed to cure such nonperformance within 30 days after notice given to the Institute by the Agency, or if such nonperformance is not capable of cure, within 30 days;
  - (iii) Any warranty, representation or other written statement made by or on behalf of either of the parties contained in or in connection with this Agreement is false or misleading in any material respect on any date as of which made; or
  - (iv) Any material provision of this Agreement shall cease to be valid and binding or the parties or any governmental authority shall contest any such provision.
- (d) Within 90 days of termination of this Agreement, with or without cause, the Institute and Agency agree that Institute shall transfer ownership of all the Institute funds to the Agency (to be used as provided in Section 12(e) herein) and that the Institute shall thereafter dissolve its corporate status.

**Section 15. Remedy for Breach; Liability and Indemnification.**

Both parties recognize that the services to be performed by the Institute are special and unique. Accordingly, if the Institute breaches the terms and conditions of this Agreement, then the Agency shall be entitled to institute legal and equitable proceedings in any court of competent jurisdiction. The Agency may seek to obtain damages for any breach of this Agreement, to enforce its specific performance by the Institute, or to enjoin the Institute from performing services for any competing person, firm, or corporation during the term of this Agreement.

The Institute and the Agency agree that at all times each party is responsible for its own activities and liabilities. Each party shall be solely responsible for defending, and paying any damages arising from its activities or from any and all claims and damages arising from the actions for which it has accepted responsibility.

The Institute agrees to indemnify and hold and save harmless the Agency, including its Board of Commissioners, officers, administrators, agents and employees, from and against every claim, action, judgment, expense, liability, loss, damage or payment, including without limitation, attorneys' fees, arising out of or by reason of any wrongful or negligent act or omission or violation of this Agreement by the Institute or its Directors, officers, employees, contractors, subcontractors, or agents. To the extent permissible by law, the Agency agrees to indemnify and hold and save harmless the Institute, including its Directors, officers, agents, and employees, from and against every claim, action, judgment, expense, liability, loss, damage or payment, including without limitation, attorneys' fees, arising out of or by reason of any wrongful or negligent act or omission or violation of this Agreement by the Agency, or by its Board of Commissioners, officers, administrators, employees, contractors, subcontractors, or agents. Nothing in this Agreement, however, shall be deemed to waive the Agency's sovereign immunity.

**Section 16. Entire Agreement.** This Agreement contains the entire understanding between the parties. It may not be changed orally but only by written agreement signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.

**Section 17. Notices and Communications.** Any notice required to be given under this Agreement shall be in writing and sent by registered mail, return receipt requested, to such address as the parties may designate by notice. The effective date of any such notice shall be its mailing date. All written notices and communications to the Agency shall be addressed as follows:

Bi-State Development Agency  
John M. Nations, President and CEO  
211 North Broadway, Suite 700  
St. Louis, Missouri 63102  
jmnations@bistatedev.org

All written notices and communications to the Institute shall be addressed as follows:

Bi-State Development Research Institute  
John Wagner, Ph.D., Director  
211 North Broadway, Suite 700  
St. Louis, Missouri 63102  
[jlwagner@bistatedev.org](mailto:jlwagner@bistatedev.org)

Written notices and communications shall be addressed as indicated above unless either the Agency or the Institute has notified the other of a change. Notification of a change of address shall be in writing and shall be effective upon receipt.

**Section 18. Non-waiver.** No delay or failure by either party in exercising any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right.

**Section 19. Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

**Section 20. Governing Law.** This Agreement shall be administered, construed and enforced in accordance with and governed by the laws of the State of Missouri.

**Section 21. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**Section 22. Assignment.** No assignment of this Agreement shall be made by the Institute.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

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

By: \_\_\_\_\_  
John M. Nations  
President and CEO

[SEAL]

ATTEST:

\_\_\_\_\_  
Deputy Secretary

BI-STATE DEVELOPMENT RESEARCH  
INSTITUTE

By: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary



**METRO - Transit Operations Division**  
**FY2017 2nd Quarter Summary**  
**Report to the President /CEO and Board of Commissioners**

**Financials**

	<b>FY2017</b>	<b>FY2017</b>	<b>FY2017</b>	<b>FY2017</b>	<b>FY2016</b>	<b>Diff FY2017</b>
<b>YTD</b>	<b>Actual</b>	<b>Budgeted</b>	<b>Variance</b>	<b>%</b>	<b>Actual</b>	<b>vs. FY2016</b>
<b>Revenue</b>	\$103,468,597	\$116,082,042	\$(12,613,4451)	-10.9%	\$29,137,672	\$(2,599,656)
<b>Expenses*</b>	\$26,538,016	\$30,991,379	\$(4,453,363)	-14.37%	\$104,824,417	\$1,355,820

Expenses for the Transit Operations Department came in below budget in FY2017 and Actual FY2016 with positive variances in wages and benefits, outside services, fuel and materials and supplies. Over the course of the fiscal year the Enterprise expected to be below expense budget by \$4M due to STL County directly funding police efforts. System revenue were below budgetary expectations by over almost 11% and is down \$2.6M against last fiscal year at this point. TMA contract revenue was also below budget by \$477,000 or 21.7% largely due to further Medicaid program reductions. Fixed route services (MBUS and MLINK) missed budget expectations by almost 16%.

**Ridership Comparison**

The rate of ridership loss slowed somewhat in the 2<sup>nd</sup> Quarter of FY2017 for both MetroBus and MetroLink. MetroBus ridership loss is similar in every portion of the

Mode	FY17 2nd Qtr.	FY16 2nd Qtr.	+/- Previous Year	YTD FY2017	YTD FY2016	+/- Previous Period
Rail	3,650,999	3,815,727	-4.3%	7,750,022	8,183,560	-5.3%
Bus	6,469,593	7,079,166	-8.6%	13,166,587	14,502,623	-9.2%
Van	136,594	142,654	-4.2%	275,998	287,643	-4.0%
System	10,257,186	11,037,547	-7.1%	21,192,607	22,973,826	-7.8%

system and on every type of route. Call-A-Ride experienced similar ridership loss especially in the second quarter and year to date largely due to lower contract trips provided through Medicare. The higher rate of compensation per trip for contract trips also contributes significantly to revenue loss mentioned previously.

**YTD Service Profiles and System Efficiencies**

	<b>FY2017 YTD Revenue Miles</b>	<b>FY2016YTD Revenue Miles</b>	<b>+/- Previous Period</b>	<b>FY2017YTD Revenue Hours</b>	<b>FY2016 YTD Revenue Hours</b>	<b>+/- Previous Period</b>
Rail	1,557,173	1,567,159	-0.64%	66,348	66,489	-0.21%
Bus	9,554,912	9,258,485	3.10%	703,973	690,080	2.01%
Van	2,708,995	2,669,369	1.46%	149,468	152,879	-2.23%
	<b>FY2017 Pass/ Rev. Mile</b>	<b>FY2016 Pass/ Rev. Mile</b>	<b>+/- Previous Period</b>	<b>FY2017 Pass / Rev. Hour</b>	<b>FY2016Pass / Rev. Hour</b>	<b>+/- Previous Period</b>
Rail	4.977	5.222	-4.92%	116.561	123.344	-5.82%
Bus	1.422	1.566	-10.15%	19.080	20.601	-7.97%
Van	0.103	0.108	-4.22%	1.805	1.924	-6.60%

The service plan for FY2017 reflects a slight service increase over the prior fiscal year due to the implementation of a new service plan in support of the new North County Transit Center that opened in March of 2016. MetroLink saw slight reductions in miles and hours operated due largely to smaller crowds at special events and more efficiency in operating around maintenance projects. All three modes saw reductions in passengers per mile and passengers per hour because of overall lower ridership.

## Security Activity

Enforcement Efforts	2nd Qtr. FY2017	2nd Qtr. FY2016	Variance (%)	YTD FY2017	YTD FY2016	Variance (%)
Custodial Arrests	251	81	210%	464	167	178%
Summons	1554	2320	-33%	3294	5267	-37%
Dispatched Calls	1427	1383	3%	3509	3763	-7%
Valid Customer Service Complaints	166	201	-17%	342	296	16%

Valid Security complaints continue to increase year to date FY2017, but the system did see a decrease in the second quarter of FY2017 measured against the same period in FY2016. Custodial arrests are up significantly due to increased enforcement efforts on the system. Our Security Dispatch Center dispatched security assets towards a scene or location 3% more often in the second quarter. Summons activity is down both for the quarter and year to date due to the changes in Missouri State procedures. BSD/Metro is now required to obtain a separate law enforcement Identifier number (known as an ORI). In the past BSD/Metro used the ORI number from STL County Police Department.

## Service Quality Indicators

	FY2017 On Time Performance	FY2016 On Time Performance	+/- Previous Period	FY2017 Complaints/ 100,000 Boardings	FY2016 Complaints/ 100,000 Boardings	+/- Previous Period
Rail	97.30%	95.90%	1.50%	1.56	2.91	-46.38%
Bus	91.40%	91.50%	-0.00%	13.1	12.09	8.34%
Van	93.80%	92.50%	1.3%	24.78	25.73	-5.64%
	FY2017 Preventable Accidents (ML) Tot. Accidents	FY2016 Preventable Accidents (ML) Tot. Accidents	+/- Previous Period	FY2017 Total Accidents/ Violations (ML)	FY2016 Total Accidents/ Incidents (ML)	+/- Previous Period
Rail	5	8	-63.00%	13	26	-50.00%
Bus	110	112	-2.0%	276	262	5.34%
Van	44	61	-20.83%	44	61	-27.87%
	FY2017 Service Delays – Equipment	FY2016 Service Delays – Equipment	+/- Previous Period	FY2017 MDBF	FY2016 MDBF	+/- Previous Period
Rail	114	104	38.46%	27,508	32,870	-16.31%
Bus	486	492	-1.22%	22,500	21,132	6.47%
Van	62	78	-20.51%	48,093	38,214	25.85%

System Performance Measures continue to be outstanding and many are enjoying improvement so far in FY2017. On Time Performance is stable or improving for all modes. This is likely influencing the lower complaint rates being experienced by MetroLink and Call-A-Ride through the second quarter. MetroBus complaints are stable, however the

lower ridership has significant influence on the reporting of this statistic. Operator performance complaints are actually down by 10.6% through December. Accident rates also improved in all modes, though MetroBus did experience a slight up- tick in all accidents. The new vans and engine replacement programs have begun to influence better on street performance and van MDBF has improved over 25%.

## YTD Customer Service Call Center Statistics

Metro's Transit Information and Customer Service Call Center continues to significantly have less call volume since the introduction of real time information apps to the public. The percentage of calls answered increased significantly as a result. The improvement in answering percentage is a key component of the department reducing complaints by over 34% while the care and expertise offered by this work group has resulted in an increase in commendations of over 21% over the same period last year.

	FY2017	FY2016	+/-
Information Calls	236,446	301,227	-21. 5%
% Information Calls Answered	93.53%	88.42%	5.79%
Service Calls	11,075	12,240	-9.25%
Service Calls Answered	96.98%	91.95%	5.48%



## Key Capital Project Status

Construction / Acquisition / Rehabilitation Projects						
Project	Action	Total Units	Completed Units	% Complete	Estimated Completion	CODE
Downtown Transfer Center	Construction Activity	1	0.5	50.00%	Jul-2017	
Boyle Ave. MetroLink Station	Design Activities	1	0.8	80.00%	May-2017	
Boyle Ave. MetroLink Station	Construction Procurement	1	0	0.00%	May-2017	
Boyle Ave. MetroLink Station	Construction Activity	1	0	0.00%	Jun-17	
Radio System Deployment and Site Development	<b>New</b> Design Calls For 19 Above Ground, 6 Below Ground and 1 in building Transmitter sites	26	24	92.31%	Oct-18	SCHEDULE - NEW DESIGN to better Serve NORCO.
Tower Construction	Construct	2	1	50.00%	2015	SCHEDULE
New In Building Construction	Install in existing building (Owned)	1	0	0.00%		
Smart Card	Hardware	592	587	99.16%	17-Jul	SCHEDULE
Software	Rail Sys Testing			95.00%	17-Jul	SCHEDULE
Software	Bus Sys Testing			99.00%	Mar-17	SCHEDULE
Software	Third Party Interfaces			100.00%	COMPLETED	SCHEDULE
Procedures / Personnel / Equipment	Security / Enforcement			100.00%	COMPLETED	SCHEDULE
Vehicle Acquisition						
New Bus Rolling Stock (ILL)	Procure 40' Buses	4	0	0.00%	Mar-2016	
New Bus Rolling Stock (MO)	Procure 40' Buses	26	18	69.23%	Feb-2016	
Van Rolling Stock	Procure CAR Vans	17	17	100.00%	service, 15 vehicles on warranty hold, waiting on parts.	SCHEDULE Manufacturer Issue delaying Final Acceptance
New Grant Non Revenue Vehicles	Procure / Lease	30	14	46.67%	Aug-2017	
MetroLink Capital Maintenance						
Elevator Rehabilitation	Construction Procurement	6	0	0.00%	Awarded Board Meeting 2/24/17	
Modernize Business Management Tools	Tasks	Issue / Title		Estimated Completion		
Phase 2 and 3 Software Upgrades to AVL / Trapeze software suites authorized by Board of Commissioners	Public Safety Projects	Genetec Camera Upgrade Phase 1		7/31/2017		SCHEDULE
	Public Safety Projects	Incident Mapping		COMPLETED		
	Operations Management Projects	Dispatch/PSD/Cust. Service		6/30 2017		SCHEDULE
	Operation Business Intelligence	Transit Business Suite / Dashboard		8/30/2017		SCHEDULE
MOW Work Integrated Plan	Asst Mgmt Plan Capital Planning Software Tool				Awarded Board Meeting 11/18/2016	
Service Design Review	Comprehensive Operational Analysis	1	0	0.00%	Contract awarded February 2017	Anticipated completion June 2018
Color Code KEY		No issues	Regulatory/ Economic	Technical issues	schedule/overbudget	