



Board of Commissioners

Open Meeting

Friday, February 17, 2023 at 8:30 AM

Headquarters - Board Room, 6th Floor

One Metropolitan Square, 211 N. Broadway, Suite 650

St. Louis, Missouri 63102



Board of Commissioners - Open Meeting - February 17, 2023 @ 8:30 AM

Notice of Meeting and Agenda

1. Call to Order	Approval	Chair Simmons
2. Roll Call	Quorum	M. Bennett
3. Public Comment	Information	Chair Simmons
A. Public Comments as of 02-17-2023 - 5		
4. Approval of the Minutes of the November 18, 2022, Board of Commissioners, Open Meeting	Approval	Chair Simmons
A. Draft Minutes - November 18, 2022 - Board of Commissioners - Open Meeting - 7		
5. Approval of the Minutes of the January 12, 2023, Special Meeting, Board of Commissioners, Open Meeting	Approval	Chair Simmons
A. Draft Minutes - January 12, 2023 - Board of Commissioners, Special Meeting - Open Meeting - 15		
6. Report of the President	Information	T. Roach
7. Report of the Operations Committee	Information	Commissioner Windmiller
A. Draft Minutes of the January 27, 2023 - Operations Committee, Open Meeting - 17		
8. Report of the Audit, Finance & Administration Committee	Information	Commissioner Beach
A. Draft Minutes of the January 27, 2023 - Audit, Finance & Administration Committee, Open Meeting - 25		
9. Report of the Safety & Security Committee	Information	Chair Simmons
A. Draft Minutes of the January 12, 2023 - Safety & Security Committee, Open Meeting - 30		
10. Adjustment of the Consent Agenda	Approval	Chair Simmons
11. Consent Agenda	Approval	Chair Simmons
A. Contract Modification - Sole Source Contract with Motorola Solutions - Upgrade Obsolete Dispatch Console Network (Resolution #1250)		
1. Briefing Paper - 36		
2. Motorola Change Order No. 3 - 38		
3. Motorola Proposal - 41		
4. Resolution #1250 - 89		
B. Contract Modification - 20-SS-126951-CB/DR Public Address/Customer Information System (PA/CIS) Upgrades – Security Announcements Proposal (Resolution #1251)		

1. Briefing Paper - 91		
2. Resolution #1251 - 92		
C. Contract Award - Electronic Fare Collection System (Resolution #1252)		
1. REVISED Briefing Paper E Faring Contract Award January 27 2023.docx - 94		
2. Masabi Proposal Fact Sheet - 96		
3. Masabi Operational Costs and Fees - 97		
4. Resolution #1252 - 98		
D. Contract Approval – Compensation Study (Resolution #1253)		
1. Briefing Paper - 100		
2. Resolution #1253 - 102		
12. Bi-State Development Operating and Capital Budget (Resolution #1254, and Grant Resolutions #1255 - #1261)	Approval	T. Fulbright
A. Briefing Paper - 104		
B. FY2024 Bi-State Development Operating and Capital Budget - 105		
C. FY2024 Budget Presentation - 192		
D. Resolution #1254 - FY24 Operating Capital Budget Approval - 219		
E. Resolution #1255 - FY24 Transit Security Grant Applications - 221		
F. Resolution #1256 - FY24 MODOT Grant Agreements - 223		
G. Resolution #1257 - FY24 Grant Applications and Amendments to IDOT - 225		
H. Resolution #1258 - FY24 Execution of Grant Agreements MODOT State Operating Assistance - 227		
I. Resolution #1259 - FY24 Approval of Sub-Award Grant Agreements East West Gateway Council of Governments - 229		
J. Resolution #1260 - FY24 Authorization to Apply for Grant Agreements FAA and IDOT Division of Aeronautics - 231		
K. Resolution #1261 - FY24 FTA Grant Agreement - 233		
13. Unscheduled Business	Approval	Chair Simmons
14. Operations Report	Information	C. Stewart
A. Metro Service Performance Summary - 236		
B. Workforce Update - 239		
15. Call for the Dates of Future Board & Committee Meetings	Information	M. Bennett
16. Adjournment to Executive Session If such action is approved by a majority vote of The Bi-State Development Agency's Board of Commissioners who constitute a quorum, the Board may go into closed	Approval	Chair Simmons

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).

17. Reconvene to Open Session

Approval

Chair
Simmons

18. Adjournment

Approval

Chair
Simmons

Name: Shannon Villa
Representing: Self and Public
Topic: Metro Dashboard for Metrics and Transparency

Comments: This is in DC but the image of the dashboard we need is shown in the link:

https://dcist.com/story/23/02/10/metrohero-app-shutting-down-wmata-metro-bus-train-wait-times/?fbclid=IwAR06dK63bN8dJ79Vd7mLCOqIhEOn64HKMt8ZB92BCE9Cy4ENyZ4f_0otpQY&mibextid=S66gvF

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This e-mail was sent from the public comment form on bistatedev.org

Name: Catina Howard
Representing: Self
Topic: Transit Funding

Comments: As a member of this community I know transit ridership has declined over the last few years , bus routes have been reduces , and Metro has a difficult time retaining and recruiting new employee. As a tax paying citizen of this region can this board please explain with the reduction of man power , reduced fix route service , how has this board allocated the additional funds are how does they plan to allocate those funds, and what was the operations cost difference for 2020 to 2021 and from 2021 to 2022.

Thank you,
Catina Howard

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This e-mail was sent from the public comment form on bistatedev.org

From: Antoian Johnson
Representing: ATU Local 788
Topic: Budget

Comments: What, if any, have been BSDA's budget shortfalls over the past 3 years? What do you believe have been the major contributors to those shortfalls? What is BSDA currently doing to overcome those issues?

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This e-mail was sent from the public comment form on bistatedev.org

Name: Misty Jordan
Representing: Myself
Topic: Safety

Comments: As a citizen of St. Louis County I would like to know what's being done about safety on the buses and trains? I would also like to know how funds are being allocated to retain workers with the manpower shortage?

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This e-mail was sent from the public comment form on bistatedev.org

Name: Reginald Howard
Representing: Public
Topic: Funding from the American Rescue Plan

Comments: What did Metro do with the money they received from the American Rescue Plan? Do think they are putting forth the effort to help with employee retention so they can provide service closer to pre- Covid 19.

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This e-mail was sent from the public comment form on bistatedev.org

Name: Alicia Richardson
Representing: Concerned North County Citizens
Topic: Equitable Transit Service In North County

Comments: When will Equitable Transit Service be restored In North and S. County?
As a north county resident, It concerns me that many citizens in my community who have depended on the #78 ,and #71 bus services are left without reliable transportation to and from work, doctor's appointments and grocery stores. Metro Please restore our service.

Alicia Richardson,
A North County Tax Payer

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This e-mail was sent from the public comment form on bistatedev.org

**BI-STATE DEVELOPMENT
BOARD OF COMMISSIONERS MEETING
(Virtual Meeting)
OPEN SESSION MINUTES
November 18, 2022 at 8:30 AM**

Board Members in Attendance via Zoom

Missouri

Rose Windmiller
Fred Pestello
Vernal Brown
Nate Johnson, Secretary
Sam Gladney, Vice Chair

Illinois

Herbert Simmons, Chair
Irma Golliday
Derrick Cox – absent
Terry Beach, Treasurer
Debra Moore

Staff in Attendance via Zoom

Taulby Roach, President and Chief Executive Officer
Brenda Deertz, Director Executive Services
Barbara Enneking, General Counsel and Deputy Secretary
Myra Bennett, Manager of Board Administration
Patti Beck, Sr. Director Media and Public Relations
Tammy Fulbright, Executive Vice President and Chief Financial Officer
Tom Curran, Executive Vice President Administration
Charles Stewart, Executive Director Metro Transit
Diana Bentz, Vice President Talent Management

Others in Attendance via Zoom

Rachel Priscu, ASL Interpreter
Chelsey Niezwaag, ASL Interpreter

- 1. Open Session Call to Order**
8:42 a.m. Chair Simmons called the Open Session of the Bi-State Development Agency, Board of Commissioners Meeting to order at 8:42 a.m.
- 2. Roll Call**
8:42 a.m. Roll call was taken, as noted above.
- 3. Public Comment**
8:44 a.m. Myra Bennett, Manager of Board Administration, noted that several public comments were received from Mr. Shannon Villa. Topics included multiple issues, observations for the weekend of October 14-16, 2022, demanding accountability of Metro Service, no response to previous comments, Metro Wait Assessment Metrics, and renaming of stations. Ms. Bennett

noted that Mr. Chuck Stewart, Executive Director Metro Transit, has responded to Mr. Villa, regarding these comments and concerns.

4. Approval of the Minutes of the September 23, 2022, Board of Commissioners, Open Meeting

8:44 a.m. The minutes from the September 23, 2022, Board of Commissioners, Open Meeting, were provided in the Board packet. A motion to approve the minutes, as presented, was made by Commissioner Windmiller and was seconded by Commissioner Golliday.

The motion passed unanimously.

5. Approval of the Minutes of the October 14, 2022, Special Meeting, Board of Commissioners, Open Meeting

8:45 a.m. The minutes from the October 14, 2022, Special Meeting, Board of Commissioners, Open Meeting, were provided in the Board packet. A motion to approve the minutes, as presented, was made by Commissioner Brown and was seconded by Commissioner Golliday.

The motion passed unanimously.

6. Report of the President

8:45 a.m. President and Chief Executive Officer, Taulby Roach, reported that the Agency has moved forward with the Cost of Living Adjustment (COLA) for this year, and he noted that this information has been communicated to the employees. Mr. Roach reported that this will be a 5% COLA, reflective of the agreements with the ATU and IBEW, and stated that he feels this issue will be very important with regard to retention this year. He stated that this is also in line with several labor statistics regarding state and local governments, which have increased by 4.2%. Mr. Roach stated that it is also reflective of what our partners are doing, such as East-West Gateway.

President and CEO Roach reported that FY2024 budget discussions have begun, and the Agency is working to move the budget process up, so that this can be addressed at the beginning of the new year.

A memo was distributed to the Commissioners regarding an update on the status of the signal house repairs, and noted that there will be a Metro Transit service change that will go into effect on November 28th.

7. Report of the Operations Committee

8:48 a.m. Commissioner Windmiller reported that a virtual meeting of the Operations Committee was held on October 14, 2022, immediately following a Special Meeting of the Board of Commissioners, and the draft minutes of that meeting are included in the meeting materials under Item #7.

She noted that the Operations Committee is recommending approval of five (5) items, which are noted on today's agenda as Consent Agenda, Item #11:

- B. 2022 Annual Surplus Property Holdings (Resolution #1233)
- C. Contract Modification and Time Extension - East Riverfront Stair Replacement Project (Resolution #1234)

- D. Contract Modification: Microtransit Project Contract Extension (Resolution #1235)
- E. Sole Source Contract Award – Light Rail Vehicle Brake Caliper Overhaul (Resolution #1236)
- F. Second Amendment to the Second Memorandum between Bi-State Development and the City of St. Louis (Resolution #1237)

In addition, she noted that at the October Committee meeting, an Operations Report, including a Workforce Update, was provided by Charles Stewart, Executive Director Metro Transit. An Executive Session was not held at the October meeting.

8. Report of the Audit, Finance, & Administration Committee

8:50 a.m. Commissioner Beach reported that a virtual meeting of the Audit, Finance, & Administration Committee was held on October 14, 2022, immediately following the Operations Committee Meeting, and the draft minutes of that meeting are included in the meeting materials under Item #8.

He reported that the AFA Committee is introducing two (2) items on the Consent Agenda for consideration today, with the Committee’s recommendation of approval. Those items are:

Item # 11:

- G. Sole Source Contracts for Hardware and Software Maintenance (Resolution #1238)
- H. Contract Modification: Talent Management Solution (Resolution #1239)

Commissioner Beach noted that, at the October meeting, several informational items were presented to the Committee, including:

- Internal Audit Follow-Up Summary – 1st Quarter FY2023
- Internal Audit Status Report – 1st Quarter FY2023
- Internal Audit State Safety Oversight Status Report –3rd Quarter Calendar Year 2022
- Treasurer's Report
- Quarterly Treasury Safekeeping Accounts Audit, ending June 30, 2022
- Procurement Report
- Update on Risk Management Insurance Program

9. Report of the Safety & Security Committee

8:51 a.m. Chair Simmons reported that a virtual meeting of the Safety and Security Committee was held on October 6, 2022, at 8:30 AM, and the draft minutes of that meeting are included in the meeting materials under Item #9.

He reported that the Committee is recommending one (1) item for approval today under Consent Agenda, Item #11. (A) Extension of Contract between Chestnut Health Systems, INC. and the Bi-State Development Agency for Transit Client Engagement Services (Resolution #1232).

In addition, he noted that at the October Committee meeting, a presentation was given regarding the “Get Help Application” program, and staff provided the Commissioners with the Bi-State Safety Oversight, 2022 Annual Update.

10. Adjustment of Consent Agenda

8:52 a.m. Chair Simmons asked if there are any adjustments to the Consent Agenda. There were no adjustments.

11. Consent Agenda Items

8:52 a.m. Consent Agenda Items:

- A. Extension of Contract between Chestnut Health Systems, INC and Bi-State Development Agency for Transit Client Engagement Services (Resolution #1232)
- B. 2022 Annual Surplus Property Holdings (Resolution #1233)
- C. Contract Modification and Time Extension - East Riverfront Stair Replacement Project (Resolution #1234)
- D. Contract Modification - Microtransit Project Contract Extension (Resolution #1235)
- E. Sole Source Contract Award – Light Rail Vehicle Brake Caliper Overhaul (Resolution #1236)
- F. Second Amendment to the Second Memorandum between Bi-State and the City of St. Louis (Resolution #1237)
- G. Sole Source Contracts for Hardware and Software Maintenance (Resolution #1238)
- H. Contract Modification - Talent Management Solution (Resolution #1239)

A motion to approve the Consent Agenda Items: Item A. through Item H. as referenced in the Committee Reports and as outlined on the agenda, was made by Commissioner Beach and seconded by Commissioner Windmiller.

The motion passed unanimously.

12. Amended and Restated 457(f) Executive Deferred Compensation Plan (Resolution #1240)

8:53 a.m. Diana Bentz, Vice President Talent Management, noted that when the Board approved the creation of the 457(f) Executive Deferred Compensation Plan, the Plan did not include the Chief Audit Executive as an eligible employee; however, upon further discussion by the Plan Administration Committee, it is recommended that this position be included in the Plan. She noted that this is a Contract position, and should be comparable to the positions of the Executive Vice Presidents. She reported that financial considerations of adding this position to the plan have been reviewed and are feasible.

Commissioner Beach made a motion to approve this item, as presented. The motion was seconded by Commissioner Gladney.

The motion passed unanimously.

13. Approval of the 2023 Board & Committee Meeting Schedule

8:55 a.m. Chair Simmons noted that a draft schedule of 2023 Board and Committee meeting dates was distributed to the Board of Commissioners in October, for review. He reported that staff has received no objections to the dates. Chair Simmons stated that if there are no objections, and no discussion is needed, he would ask for a motion to approve this item.

Commissioner Brown made a motion to approve this item, as presented. The motion was seconded by Commissioner Windmiller.

The motion passed unanimously.

14. Electronic Fare Collection System

8:55 a.m. A briefing paper was contained in the meeting materials regarding this item. Tom Curran, Executive Vice President, Administration, gave an overview of this item, noting that Bi-State Development issued a request for proposals for an electronic fare collecting system on January 14, 2021, and the request sought vendor proposals for an account-based electronic fare collection system through a cloud-hosted platform that would work with smart cards, paper barcodes and contactless credit cards. The RFP also asked for a customer-facing web portal, integration with mobile ticketing, and bus/light rail validators.

Mr. Curran noted that ten proposals were received and forwarded to an evaluation committee for scoring in April 2021, and four finalist firms were invited to give presentations. He stated that, in May 2021, the Operations Committee was presented with a request to pre-approve the highest ranking firm, even though a final recommendation had not yet been made by staff. Commissioners had questions regarding the proposed e-faring system in regard to cost and how the new collection proposal would fit into the total system, and as a result, a motion to table the recommendation from staff was approved, to allow for further discussion. Mr. Curran reported that, in order to obtain outside expertise and an objective review of our efforts to date, Bi-State issued solicitation *22-RFP342190-TJL- Fare Collection Program Consultant* on June 25, 2022, and Consult Hyperion was selected to assist in developing a new fare collection system for Bi-State. He noted that Consult Hyperion has completed its analysis of the 2021 RFP process, and Mr. Curran gave an overview of the findings, which included the following:

- Consult Hyperion's review of last year's recommended vendor, Masabi, and the three other finalists from whom best and final offers were received, shows that Masabi's proposal met 94.9% of Bi-State's requirements. The exceptions in the proposal have been deemed reasonable, and their phased approach was described as "well thought out". Masabi's central back end, the *Hub*, is a mature platform with financial reporting, customer reporting and asset monitoring, all in one tool. Masabi's responses to the Software-as-a-Service questionnaire provide assurances that their system is well supported and meets Payment Card Industry (PCI) compliance.
- Consult Hyperion is recommending that Bi-State complete the electronic faring RFP process that it began last year, by awarding Masabi with a contract for providing back end/back office support and validators. Consult Hyperion will continue working on the next six tasks of the Fare Collection Program scope of work, including: 1) affirming and refining project goals, 2) a Request for Information (RFI) for new fare equipment; 3) a Request for Proposals (RFP) for TVMs and fareboxes; 4) technical support for fare equipment replacement and integration; 5) revenue process security, and 6) project management.
- During the next two years, Consult Hyperion will continue working with Bi-State to create the new fare collection system, which is scheduled to conclude at the same time as the Safe Platform Plan.

Chair Simmons stated that he was originally skeptical of the project; however, upon review of this information, he is more comfortable with this project.

It was noted that this item was presented as information only, and no action by the Board is required.

15. Unscheduled Business

9:01 a.m. There was no unscheduled business.

16. Operations Report

9:01 a.m. A Metro Transit Service Performance Summary, information regarding the upcoming November service changes, and a Workforce Update were included in the meeting materials. Charles Stewart, Executive Director Metro Transit, provided a summary of the information. He noted that ridership continues to improve; however, it is still significantly lower than pre-pandemic. He stated that with regard to workforce, the Agency is still struggling. Mr. Stewart stated that, due to these issues, there will be service change which will go into effect on November 28th, in order to better match services to our current workforce. He provided details of the proposed changes, noting that although this is a very difficult process, these changes are necessary in order to provide the best service possible to the riders. He stated that the customers were taken into account, in all of the changes.

Commissioner Gladney thanked Mr. Stewart and his team for their work and posed questions related to the upcoming service changes. Mr. Stewart stated that he believes that the situation will turn around, and reported that some minor adjustments may be needed in March. Commissioner Gladney asked if the Agency continues to lose drivers, once they obtain their CDL. Mr. Stewart indicated that Metro Transit is attempting to hire employees who already have their CDL's, in order to address this issue. Commissioner Windmiller commended Mr. Stewart and his team, and stated that it is important to ensure that there is communication with our customers regarding the upcoming service changes. She asked if it may be possible to pair communications, such as this, through the new fare system that is being designed. Mr. Stewart stated that he will speak with Mr. Curran, to see if this is possible, but noted that the Agency has an extensive process in place currently, in order to notify customers of these types of changes. Commissioner Windmiller stated that she wants the public and our customers to be aware that the service changes are not about money, but rather, they are to address the issue that the Agency currently does not have the workforce to provide the additional services. Chair Simmons asked if the service changes will impact St. Clair County. Mr. Stewart stated that they will not.

17. Call for the Dates for Future Meetings

9:17 a.m. Myra Bennett, Manager of Board Administration, noted the following upcoming meetings:

Safety & Security Committee:	Thursday	January 12, 2022	8:30 AM
Operations Committee Meeting:	Friday	January 27, 2022	8:30 AM
Audit, Finance & Administration:	Friday	January 27, 2022	Following OPS
Board of Commissioners Meeting:	Friday	February 17, 2022	8:30 AM

18. Adjournment to Executive Session for the purpose of discussing legal, confidential, or privileged matters, as permitted under Bi-State Development Board Policy, Chapter 10, Section 10.080; (D) (1) – Legal, (D) (3) – Personnel, and (D) (10) Auditors.

9:17 a.m. Chair Simmons asked for a motion to move into Executive Session for the purpose of discussing legal, confidential, or privileged matters, as permitted under Bi-State Development Board Policy, Chapter 10, Section 10.080; (D) (1) – Legal. (D) (3) – Personnel, and (D) (10) Auditors. The motion was made by Commissioner Golliday and was seconded by Commissioner Johnson.

The poll of the Board being as follows:

Rose Windmiller – Yea	Herbert Simmons – Yea
Vernal Brown – Yea	Irma Golliday – Yea
Sam Gladney – Yea	Debra Moore – Yea
Nate Johnson – Yea	Terry Beach – Yea
Fred Pestello – Yea	

The motion passed unanimously, and the Board of Commissioners moved into Executive Session at approximately 9:18 a.m.

19. Reconvene to Open Meeting

9:45 a.m. Chair Simmons noted that the Board has reconvened to the Open Meeting.

Commissioner Gladney made a motion to approve the Executive Session consent agenda items, as referenced in the Committee reports and as outlined on the Executive Session Agenda, as presented. The motion was seconded by Commissioner Johnson. The poll of the Board being as follows:

Rose Windmiller – Yea	Herbert Simmons – Yea
Vernal Brown – Yea	Irma Golliday – Yea
Sam Gladney – Yea	Debra Moore – Yea
Nate Johnson – Yea	Terry Beach – Yea
Fred Pestello – Yea	

The motion passed unanimously.

Commissioner Gladney made a motion to approve the Draft - Year End Financial Audit (Resolution #1246), as presented. The motion was seconded by Commissioner Windmiller. The poll of the Board being as follows:

Rose Windmiller – Yea	Herbert Simmons – Yea
Vernal Brown – Yea	Irma Golliday – Yea
Sam Gladney – Yea	Debra Moore – Yea
Nate Johnson – Yea	Terry Beach – Yea
Fred Pestello – Yea	

The motion passed unanimously.

Commissioner Brown made a motion to approve the personnel matter (Resolution #1247), as presented. The motion was seconded by Commissioner Moore. The poll of the Board being as follows:

Rose Windmiller – Yea
Vernal Brown – Yea
Sam Gladney – Yea
Nate Johnson – Yea
Fred Pestello – Yea

Herbert Simmons – Yea
Irma Golliday – Yea
Debra Moore – Yea
Terry Beach – Yea

The motion passed unanimously.

Commissioner Beach made a motion to approve the personnel matter (Resolution #1248), as presented. The motion was seconded by Commissioner Golliday. The poll of the Board being as follows:

Rose Windmiller – Yea
Vernal Brown – Yea
Sam Gladney – Yea
Nate Johnson – Yea
Fred Pestello – Yea

Herbert Simmons – Yea
Irma Golliday – Yea
Debra Moore – Yea
Terry Beach – Yea

The motion passed unanimously.

20. Adjournment

9:48 a.m. Chair Simmons stated that he would like to wish everyone a Happy Holidays. He asked if there was any further business, and being none, Commissioner Gladney made a motion to adjourn the meeting. The motion was seconded by Commissioner Brown. Unanimous vote in favor taken. The motion passed, and the meeting was adjourned at approximately 9:48 a.m.

Deputy Secretary to the Board of Commissioners
Bi-State Development

**BI-STATE DEVELOPMENT
BOARD OF COMMISSIONERS SPECIAL MEETING
(Virtual Meeting)
OPEN SESSION MINUTES
January 12, 2023
8:30 AM**

Board of Commissioners Participating

Missouri

Sam Gladney, Vice Chair – Absent
Nate Johnson, Secretary – Absent
Fred Pestello
Vernal Brown
Rose Windmiller

Illinois

Herbert Simmons, Chair
Terry Beach, Treasurer
Irma Golliday
Debra Moore
Derrick Cox

Staff Participating

Taulby Roach, President and Chief Executive Officer
Brenda Deertz, Director of Executive Services
Barbara Enneking, General Counsel
Myra Bennett, Manager of Board Administration
Charles Stewart, Executive Vice President/Chief Operating Officer Metro Transit
Kevin Scott, General Manager Security

Others Participating

Tyler Duke, ASL Interpreter

1. Open Session Call to Order

8:30 a.m. Chair Simmons called the Open Session of the Special Meeting of the Bi-State Development Agency, Board of Commissioners to order at 8:30 a.m.

2. Roll Call

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

3. Motion to Move to Executive Session – If such action is approved by a majority vote of the Bi-State Development Agency’s Board of Commissioners who constitute a quorum, the Board may go into closed session to discuss legal, confidential, or privileged matters pursuant to Bi-State Development Board Policy Chapter 10, §10.080(D)(1), Personnel under §10.080(D)(3), and Employee Negotiations under §10.080(D)(5).

8:30 a.m. Chair Simmons requested a motion to allow the Committee to move into closed session as permitted under Bi-State Development Board Policy, Chapter 10, Section 10.080; (D)(1) – Legal, (D)(3) – Personnel, and (D)(5) – Employee Negotiations. A motion to move into

Executive Session was made by Commissioner Moore and seconded by Commissioner Brown. A roll call vote was taken as follows:

Vernal Brown – Yea	Herbert Simmons – Yea
Rose Windmiller – Yea	Terry Beach – Yea
Fred Pestello – Yea	Irma Golliday – Yea
	Derrick Cox – Yea
	Debra Moore – Yea

The motion passed, and the Committee moved into Executive Session at 8:31 a.m.

4. Reconvene to Open Session

8:43 a.m. The Board of Commissioners reconvened to the Regular Meeting at approximately 8:43 a.m.

Commissioner Beach made a motion to approve the International Brotherhood of Electrical Workers, Locals #2 and #309 - Memorandum of Agreement (Resolution #1249), as presented. The motion was seconded by Commissioner Golliday.

A roll call vote was taken as follows:

Vernal Brown – Yea	Herbert Simmons – Yea
Rose Windmiller – Yea	Terry Beach – Yea
Fred Pestello – Yea	Irma Golliday – Yea
	Derrick Cox – Yea
	Debra Moore – Yea

The motion passed.

5. Adjournment

8:44 a.m. Chair Simmons asked if there was any further business, and being none, Commissioner Windmiller made a motion to adjourn the meeting. The motion was seconded by Commissioner Moore. Unanimous vote in favor was taken. The motion passed, and the meeting was adjourned at approximately 8:44 a.m.

**BI-STATE DEVELOPMENT
OPERATIONS COMMITTEE MEETING
OPEN SESSION MINUTES
(Virtual Meeting)
January 27, 2023 at 8:30 AM**

Operations Committee Members participating via Zoom

Rose Windmiller, Chair
Vernal Brown
Derrick Cox – Absent
Irma Golliday – Absent

Other Commissioners participating via Zoom

Terry Beach
Herbert Simmons
Debra Moore (joined the meeting at 8:31 a.m.)
Fred Pestello – Absent
Nate Johnson – Absent
Sam Gladney – Absent

Staff participating via Zoom

Taulby Roach, President and Chief Executive Officer
Brenda Deertz, Director of Executive Services
Barbara Enneking, General Counsel
Myra Bennett, Manager of Board Administration
Thomas Curran, Executive Vice President – Administration
Charles Stewart, Executive Vice President, Chief Operating Officer Metro Transit

Others participating via Zoom

Chelsey Niezwaag, ASL Interpreter
Katie Roberts, ASL Interpreter
Lawrence Sutton, Hyperion

1. Open Session Call to Order

8:30 a.m. Chair Windmiller called the Open Session of the Operations Committee Meeting to order at 8:30 a.m.

2. Roll Call

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

3. Public Comment

8:30 a.m. Chair Windmiller asked Myra Bennett, Manager of Board Administration, to provide an overview of the public comments that were received for today's meeting. Ms. Bennett noted that the Agency received seven public comments for today's meeting. She provided the name of the individuals who submitted comments, along with the topic of the comments. Ms. Bennett stated that all comments were distributed to the Commissioners prior to the meeting, for

review. In addition, she noted that the comments, in their entirety, are contained in the online meeting materials, and will be included in the minutes from today's meeting. (Please see public comments noted below.)

Name: Jim Zavist
Topic: Via Metro STL

Comments: I've been noticing that the vehicles/minivans Via Metro STL is using around St Louis have a variety of out-of-state license plates (Colorado, New Jersey, Florida, etc.). As a taxpayer-funded agency, I would have thought that Metro would have required your vendor to register their vehicles locally and to pay any required local taxes. I'm guessing that the excuse will be that these are either leased vehicles or that it was not a requirement in the RFP/contract. In either case, it's a bad look for an agency that continues to struggle with funding.

Name: Shannon Villa
Topic: Metro Input from Riders

Comments: Metro needs to solicit public feedback and have a hearing before there are any service changes. Metro just also involve the public in its strategic future, plan, purchase of vehicles, etc.

Here is a link to DC Metro #yourmetro: https://www.wmata.com/about/news/Strategic-Plan-The-Way-Forward.cfm?fbclid=IwAR2N1-eB8kyGrDwTMh1xhsbgKSpQ3gshDCCFdYDVtOc17qQ3HjJu5_Ly5E&mibextid=Zxz2cZ

Name: Patrick Douglas Richmond
Topic: Rickshaws and double-decker buses as another form of micro transit

Comments: In some countries, there is a small vehicle called a "rickshaw" and what this strange vehicle is, is that it is a bicycle or a motorcycle with a passenger cabin on its back or on a specially built chassis. Due to their low capacity, they can be given assignments such as running on routes that have very small ridership and due to their small size, they can be used as small neighborhood shuttles since they can even fit on narrow streets. They cost less than a minivan. They have great gas mileage, and although they are designed to go pretty slow, and they can only reach a top speed of 50 miles an hour, we could put those things to work on covering areas like running between Kirkwood and Oakville via the side streets, or by running from Manchester Road down to downtown Eureka. They can also be a tourist attraction just like the arch. The way the system could work is that just like Via, the person could use their phone, and to pay the fare, there would be two or three ways to pay. Bus pass, MetroLink ticket, or cash since some people don't carry credit cards. Also to help draw tourism, would be to create some routes that would utilize double-decker buses. They could be put on routes like a shuttle in Forest Park or a service that would connect many St. Louis County parks, running between Shrewsbury all the way out as far as Eureka. In Chiba, Japan, they use suspended monorails where the bogies are housed in a casing and the passengers can really get a good view of the city. But the downside to that is that it would be very expensive, such as building the track, elevators, escalators, how to plan on where the route will go although monorails can even glide over houses!

Name: Shannon Villa

Topic: Update Since Last Meeting- Improvements Seen and Next Steps

Comments: I appreciate being provided more detailed data on Metrobus and Metrolink ridership similar to what I was provided years ago by the same Metro resource.

I am assured by Mr. Stewart that a dashboard is in the works to provide more detailed data or ability to drill-down data on missed trips, ridership, etc to allow for better understanding of system performance metrics.

I would still like to get the public easy access to what is currently an internal trouble log even cited by Mr. Stewart in this month's Operations Report toward the end of this packet to give more details on missed trips showing missed trip percentages on key routes and appreciate the recognition of these routes as having high missed trip percentages and that per the Operations Report, "These routes are critical to the overall Metro Transit System. These routes serve key regional neighborhoods protected by the Federal Transit Association's (FTA) Title VI regulations associated with the Civil Rights Act. I wonder if this comment was added in part to due to any complaints or findings raised regarding FTA Title VI regulations.

A web page on daily missed trips that can be referred to historically should be added.

The updates of missed trips on the Transit App is still sporadic and not frequently updated. Since the November service change there seems to still be more than expected number of missed trips that I thought the service change would be able to reduce but the last week or so this month of January it does seem that missed trips have been drastically reduced particularly on some of the problem routes mentioned in the Operations Report this month.

I am encouraged with the increased transparency that improvements will continue this 2023 and look forward to those as this will be critical to reversing and downward trend in ridership for Metro St. Louis when compared to peer cities such as Kansas City and Nashville where missed trips are fewer and almost non-existent. In fact both Kansas City and Nashville have both increased service and Nashville WeGo Transit is now close to 85% of pre-pandemic ridership where as Metro St. Louis is closer to 50-60% still with some key routes like the 70 Grand at a disappointingly below 50% of pre-pandemic ridership.

Key point I would like to see improvement by the next meeting is the need for more publicly accessible restrooms and the full reopening of all transit centers with an indoor waiting area and public restroom so the public can best make use of these amenities Metro had provided pre-pandemic. The in-service cleaners placed along the Metrolink system are appreciated. I did discuss my concerns on "Loop riding" with a manager and she re-assured me that staff would be better trained on what "Loop Riding" really is. Essentially if someone has valid fare or paid a fare they are not loop riding.

Name: Shannon Villa

Topic: Our Metro- The System for The Riders and Public

Comments: We should take the example of the Washington, DC Metro area WMATA "YourMetro" campaign which I have also extended to my Facebook group being renamed to It's Our St. Louis Metro Transit Group #ourMetro:
<https://www.facebook.com/groups/4675492252472079>

The intent of this emphasis is that this is the system for the people it serves and thus it is "Our Metro" or those working for Metro would term it as the customers' Metro, thus WMATA's emphasis on, "Your Metro."

With "Your Metro" push the public should be better involved in decision making anywhere in the system where the public is affected whether directly or indirectly.

For example, in this packet I see information on the upcoming fare validation system and would like to see that information better shared with the public as this site:
<https://www.bistatedev.org/public-meetings/> is nowhere linked to <https://www.metrostlouis.org/> and vice-versa so most riders are not aware of this way to provide public comment evidenced by the very low amount of public comment published for each meeting. Public involvement should also be key when purchasing new vehicles as Atlanta MARTA has done with soliciting public feedback and sharing . See this site:
<https://www.itsmarta.com/yourride.aspx#:~:text=The%20rail%20cars%20are%20scheduled,a%20Pilot%20car%20in%202023.>

I would like to see more information shared along with riders on the upcoming fare system implementation and real-time information coming to Metrolink as well as any planned service changes, budget, strategic plan, etc as WMATA has done here:
<https://www.wmata.com/about/news/Strategic-Plan-The-Way-Forward.cfm>
<https://www.wmata.com/initiatives/budget/>
<https://www.wmata.com/about/public-hearings/>

Name: Shannon Villa

Topic: Metro Take Example from Nashville MTA On Staffing Innovations

Comments: Nashville MTA Peer Learning Opportunity: See page 3 or 4 here:
https://www.wegotransit.com/assets/1/27/Final_MTA_Board_Book_12.15.22_FINAL.pdf?1455

d. Operations Dispatch Overview (OF-D-22-023): Dispatch Manager Karl Dean presented the following item for discussion:

Karl Dean discussed the functions of Dispatch and its impacts on the organization and provided an overview of ongoing and planned improvements. With the upcoming and ongoing Better Bus improvements and enhancements to the service, it is crucial that dispatch continues its innovative approaches to managing the day-to-day operation to both improve service reliability and enhance efficiency. Mr. Dean's presentation outlined a series of operational improvements that have been made in the Dispatch function, with a key element being the reallocation of "extra-board" operators to days of week and times of day when they can be more effective. As a result, even though our Operator shortage is just as acute as it was in mid-2019, lost service trips have been reduced by over 75% from that time.

Jessica Dauphin said that the bus operator shortage is a nationwide issue and some other transit agencies are having to cut routes and or pull back service, but she's happy to see that our shortages are nowhere near some of our peer agencies, and that we've actually been able to add service, even if we haven't been able to add more service as quickly as we would like.

Name: Shannon Villa

Topic: Aspirational Peer: Nashville MTA WeGo Transit

Comments: See Page 22 on this link:

https://www.wegotransit.com/assets/1/27/FINAL_MTA_Board_Book_11.17.20221.pdf?1443

Percentage of Pre-Pandemic Ridership Very Impressive Frequent Service Mostly Every 10 min or less weekdays daytime and no less than every 20 min or less evening and weekends leads to very impressive percentages below:

3/5 West End 85.1%

4 *** Shelby 66.1%

7 *** Hillsboro 86.3%

22 Bordeaux 69.0%

23 *** Dickerson Pike 107.7%

50 Charlotte Pike 193.5%

52 Nolensville Pike 103.2%

55 Murfreesboro Pike 128.0%

56 Gallatin Pike 87.9%

Frequent Service Route Totals 96.1%

6 Lebanon Road 88.9%

8 8th Avenue South 98.2%

9 Metrocenter 60.8%

14 Whites Creek 59.8%

17 12th Avenue South 81.9%

18 Airport/Elm Hill 106.4%

19 Herman 69.4%

28 Meridian 59.6%

29 Jefferson 80.0%

34 Opry Mills - Music Valley 85.6%

41 Golden Valley 61.8%

42 St. Cecilia - Cumberland 70.0%

- 4. Approval of the Minutes of the October 14, 2022 - Operations Committee, Open Meeting 8:30 a.m.** The minutes of the October 14, 2022, Operations Committee, Open Meeting were provided in the Committee packet. A motion to approve the minutes, as presented, was made by Commissioner Brown and was seconded by Commissioner Beach.

The motion passed unanimously.

5. Contract Modification - On Call GEC Services

8:32 a.m. A briefing paper was included in the meeting materials, presenting to the Operations Committee, for discussion, acceptance, and referral to the Board of Commissioners for approval, a request for authorization to modify the General Engineering Consultant (GEC) contract with consultant engineering firm WSP, to increase the not-to-exceed amount from \$1,500,000 to \$2,500,000. Tom Curran, Executive Vice President - Administration, gave an overview of this item.

Chair Windmiller asked if the contract modification would include a time frame extension. Mr. Curran stated that it does not. Commissioner Simmons asked how the highest ranking firm is determined. Mr. Curran stated that it is determined through an evaluation committee, and is based on several factors, including cost and experience. Commissioner Simmons posed additional questions regarding the time frame of the contract, and stated that he would prefer to have additional information before voting on this issue.

Chair Windmiller noted that she is in agreement that additional information should be provided to the Commissioners, and stated that this item will be postponed for a future Committee meeting.

6. Contract Modification - Sole Source Contract with Motorola Solutions - Upgrade Obsolete Dispatch Console Network

8:38 a.m. A briefing paper was included in the meeting materials, presenting to the Operations Committee for discussion, and referral to the Board of Commissioners for final approval, a request to authorize the President & CEO to execute a contract modification with Motorola to provide the console network, services and long-term sustainment plan, in the not-to-exceed amount of \$1,500,000, increasing the total not-to-exceed contract amount to \$14,500,000. Tom Curran, Executive Vice President - Administration, gave an overview of this item.

Commissioner Simmons asked what model the Agency is currently using. Mr. Curran stated that he does not have that information in front of him at the moment, but could forward that information. Commissioner Simmons asked if the Agency has a contact person for the project. President & CEO, Taulby Roach, stated that the contact person is Frank Galvin. Mr. Roach also supplied Commissioner Simmons with information pertaining to the current model of equipment being used by the Agency. Mr. Curran added that the current system was purchased in 2013, and is ten years old.

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

The motion passed unanimously.

7. Contract Modification: 20-SS-126951-CB/DR Public Address/Customer Information System (PA/CIS) Upgrades – Security Announcements Proposal

8:43 a.m. A briefing paper was included in the meeting materials, requesting that the Operations Committee accept, and forward to the Board of Commissioners for approval, a request to authorize the President & CEO to execute a contract modification to Bi-State's existing contract with Wabtec for improved functionality for the Public Address/Customer Information System (PA/CIS) for MetroLink, in the not-to-exceed amount of \$141,738, increasing the total not-to-exceed sole source contract amount to \$4,691,153 and extending the contract period of performance from June 30, 2023 to May 5, 2024. Thomas Curran, Executive Vice President - Administration, gave an overview of this item, noting that the proposed upgrades will add functionality to the real time camera system and provide for live announcements at the platforms.

Commissioner Simmons asked for the timeframe anticipated for the project. Mr. Curran stated eleven months. President & CEO Roach stated that the project should be completed by May 2024. Chair Windmiller stated that she thought that there are already announcements at the platforms. Mr. Curran noted that there are computer generated announcements at the platforms currently; however, these upgrades will allow for real time announcements to be made, including for instance, such as emergency situations.

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

The motion passed unanimously.

8. Contract Award - Electronic Fare Collection System

8:48 a.m. A briefing paper was included in the meeting materials, requesting that the Operations Committee accept, and forward to the Board of Commissioners for approval, a request to authorize the President & CEO to enter into a three-year contract with Masabi for the provision of an electronic fare collection system, in the not-to-exceed amount of \$4,000,000.00. Tom Curran, Executive Vice President - Administration, gave an overview of this item, including a review of operational costs, fees, and expenses.

Chair Windmiller noted that “Discover” is not noted as a payment method, and asked why this form of payment is not included. Mr. Curran noted that this is an error, and “Discover” is included. Chair Windmiller asked Mr. Sutton to give an example of how the system will operate. Mr. Sutton stated that they will be working on a SOP, but provided examples of how payments would be made. Chair Windmiller asked if the system will work with cell phones, and Mr. Sutton indicated that it would.

Commissioner Simmons asked the President & CEO’s confidence level with the proposed system. Mr. Roach stated that this proposed system is 180 degree change versus the current Smart Card system, and is in parallel with systems in use across the country. He noted that Mr. Sutton was asked to take another look at the proposed system, to analyze the process, and ensure that the Agency is not making any mistakes. Mr. Roach noted that customers will be able to use different payment types, as well as different vendors, with the proposed system. He stated that this is the direction in which the industry is moving, and the proposed system offers additional flexibility. Commissioner Simmons thanked Mr. Roach and Mr. Curran for their efforts regarding this project. Chair Windmiller asked how the change of systems will affect large customers. Mr. Curran stated that the Agency will be meeting with large customers, such as universities, regarding the proposed systems change, for discussions on how to best serve those riders.

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

The motion passed unanimously.

9. Unscheduled Business

9:04 a.m. There was no unscheduled business.

10. Operations Report

9:05 a.m. An operations report for Metro Transit was included in the Committee packet. Charles Stewart, Executive Vice President/Chief Operating Officer Metro Transit, provided a summary of the report for the Committee, noting that ridership has increased 5.2% over last year. He noted that the Agency remains down on staffing; however, missed trips have decreased since service changes were implemented in November, 2022. Mr. Stewart noted that efforts continue to “right size” services to ridership, and another service change is anticipated in March, 2023. He reported that the Agency recently approved an MOA with the IBEW, and negotiations continue with the ATU 788.

Commissioner Moore posed questions regarding how customers are notified of service changes. Mr. Stewart stated that extensive communication systems are in place for notifications. He stated that the Agency is very considerate of our customers, and tries to provide alternatives for them, whenever possible.

11. President/CEO Report

9:15 a.m. Bi-State Development President/CEO, Taulby Roach, thanked Mr. Stewart and his negotiating team for their work with the ATU and IBEW. He noted that the team is working hard to establish a contract with the ATU, and he is hopeful that an agreement will be reached shortly. He stated that he is grateful for all of their hard work.

Mr. Roach noted the investments that are being made in transit, especially in Illinois. He thanked Illinois and the St. Clair County Transit District for their investments. Mr. Roach noted that he will be in Washington D.C. soon, to secure funding for the Northside/Southside expansion, and he reported that St. Louis County is moving forward with their North County MetroLink Studies.

12. Call of Dates for Future Board and Committee Meetings

9:19 a.m. Myra Bennett, Manager of Board Administration, advised the Board of Commissioners of the following upcoming meetings:

Board of Commissioners Meeting	Friday, February 17, 2023	8:30 AM
Safety & Security Committee Meeting	Friday, March 3, 2023	8:30 AM
Operations Committee Meeting	Friday, March 17, 2023	8:30 AM
Audit/Finance/Administration Committee	Friday, March 17, 2023	8:30 AM

13. Adjournment

9:20 a.m. Chair Windmiller asked if there was any further business, being none, Commissioner Simmons made a motion to adjourn the meeting. The motion was seconded by Commissioner Brown. Unanimous vote in favor was taken. The motion passed, and the meeting was adjourned at approximately 9:20 a.m.

Deputy Secretary to the Board of Commissioners
Bi-State Development

BI-STATE DEVELOPMENT
AUDIT, FINANCE & ADMINISTRATION COMMITTEE MEETING
OPEN SESSION MINUTES
(Virtual Meeting)
January 27, 2023
Immediately following Operations Committee Meeting

Audit, Finance & Administration Committee Members participating via Zoom

Terry Beach, Chair
Herbert Simmons
Debra Moore
Fred Pestello – Absent
Nate Johnson – Absent
Sam Gladney – Absent

Other Commissioners participating via Zoom

Rose Windmiller, Chair
Vernal Brown
Derrick Cox – Absent
Irma Golliday – Absent

Staff participating via Zoom

Taulby Roach, President and Chief Executive Officer
Brenda Deertz, Director of Executive Services
Barbara Enneking, General Counsel
Myra Bennett, Manager of Board Administration
Thomas Curran, Executive Vice President – Administration
Tammy Fulbright, Executive Vice President, Chief Financial Officer
Crystal Messner, Chief Audit Executive
Charles Stewart, Executive Vice President, Chief Operating Officer Metro Transit
Diana Bentz, Executive Vice President, Chief Human Resources Officer
Dave Tobin, Senior Director Total Rewards

Others participating via Zoom

Chelsey Niezwaag, ASL Interpreter
Katie Roberts, ASL Interpreter

- 1. Open Session Call to Order**
9:20 a.m. Chair Beach called the Open Session of the Audit, Finance & Administration Committee Meeting to order at 9:20 a.m.
- 2. Roll Call**
9:20 a.m. Roll call was taken, as noted above.

3. Public Comment

9:20 a.m. Myra Bennett, Manager of Board Administration, noted that no public comments were received for today's meeting.

4. Minutes of the October 14, 2022, Audit, Finance & Administration Committee, Open Meeting

9:20 a.m. The minutes of the October 14, 2022, Audit, Finance & Administration Committee, Open Meeting, were provided in the Committee packet. A motion to approve the minutes, as presented, was made by Commissioner Moore and was seconded by Commissioner Brown.

The motion passed unanimously.

5. Bi-State Development Operating and Capital Budget

9:21 a.m. A briefing paper and draft document was included in the meeting materials, presenting to the Operations Committee, for discussion, acceptance, and referral to the Board of Commissioners for approval, the FY 2024 Operating and Capital Budget. Tammy Fulbright, Executive Vice President and Chief Financial Officer, gave an overview and presentation regarding this item, including a Statement of Activity for each Enterprise (Metro Transit, Gateway Arch, Riverboat Attractions, St. Louis Downtown Airport, St. Louis Regional Freightway, Executive Services, & Health Self-Insurance), including revenues and expenses. She noted that the Agency is exploring options regarding hedging of gasoline, as the Agency currently does for diesel. Ms. Fulbright also provided an overview of the Capital Projects Budget.

Commissioner Windmiller left the meeting at approximately 9:28 a.m.

A motion to accept this agenda item, as presented, and recommend it to the Board of Commissioners for approval, was made by Commissioner Simmons and was seconded by Commissioner Brown.

The motion passed unanimously.

6. Contract Approval – Compensation Study

9:33 a.m. A briefing paper was included in the meeting materials regarding a request that the Committee accept, and forward to the Board of Commissioners for approval, a request to authorize the President & CEO to endorse a contract with John H. Burnett and Associates, Inc., aimed at re-evaluating BSD management structures, pay rate scaling, and compensation levels. Diana R. Bentz, Executive Vice President/Chief Human Resources Officer, gave an overview of this item, noting that the proposed study would encompass a more robust compensation review, based on multiple ranking technology.

Commissioner Moore asked the frequency of these reviews. Ms. Bentz stated that there is an annual internal review; however, a formal review is conducted every three years.

A motion to accept this agenda item, as presented, and recommend it to the Board of Commissioners for approval, was made by Commissioner Moore and was seconded by Commissioner Simmons.

The motion passed unanimously.

7. Internal Audit Follow-Up Summary – 2nd Quarter FY2023

9:38 a.m. A briefing paper was included in the meeting materials regarding this item. Crystal Messner, Chief Audit Executive, gave a brief overview of this item, noting that there are no past due items. (This item was presented for information only.)

8. Internal Audit Status Report – 2nd Quarter FY2023

9:39 a.m. The Internal Audit Status Report for second quarter FY 2023 was included in the meeting materials. Crystal Messner, Chief Audit Executive, noted that the Arch and Riverboats Ticket Sales audit was placed on a brief hold to allow IAD to assist on a special project regarding the Metro Pass Unit program. She stated that the special project's main objectives are to review the various divisions of the program including the MetroStore, Pass Unit, U-Pass/Marketing, and the Transit Cell Phone App. She noted that an additional special project for MetroBus Payroll Codes is in progress and is expected to be completed during the third quarter. (This item was presented as information only.)

9. Internal Audit State Safety Oversight Status Report – 4th Quarter Calendar Year 2022

9:40 a.m. The Internal Audit State Safety Oversight Status Report for the fourth quarter, Calendar Year 2022, was included in the meeting materials. Crystal Messner, Chief Audit Executive, gave an overview of this item, noting that the following audit activities were proposed by Internal Audit during the 4th Quarter:

- Conduct follow-ups on open SSO Internal Audit Corrective Action Plans (CAPs) that are ready for closure;
- Monitor the progress on the open CAPs from the 2021 non-compliance areas, including Supervisory Control and Data Acquisition (SCADA) Assessment CAPs, by collaborating with Safety on the CAP Advisory Committee to ensure satisfactory progress is being made towards addressing risks properly;
- Finalize calendar year 2022 SSO Internal Audit reports and activities for MetroLink, MetroBus, and Loop Trolley;
- Draft the Annual Safety and Security Certification for calendar year 2022 for both BSD and Loop Trolley; and
- Participate in other audit activities for the Bi-State Safety Oversight (BSSO) for BSD and the State Safety Oversight (SSO) MoDOT for the Loop Trolley.

Ms. Messner noted that the 2022 IAD SSO Internal Audit schedule was successfully completed, as proposed, and the draft audit reports were issued in November 2022. She stated that this resulted in 12 findings for MetroLink and four (4) findings for MetroBus.

Commissioner Moore expressed concerns regarding the number of findings. Ms. Messner noted that these are very large audits, and the findings primarily are related to documentation deficiencies, rather than any significant issues. Commissioner Simmons noted that Chair Beach reviews these findings, and he asked Chair Beach if there were any "red flags" indicated. Chair Beach stated that there were not. (This item was presented as information only.)

10. 2022 Pension Valuations Update

9:44 a.m. The 2022 pension valuations for company sponsored defined benefit pension plans were included in the meeting materials. David Toben, Senior Director of Total Rewards, gave an overview of this item, noting that Milliman, Inc., has issued Valuation Reports for the fiscal year

ended 2022 for the three pension plans, and all show improved funded ratios. Funded ratios are as follows: Salaried Pension Plan – 88.9%; IBEW – 88.0%; and Local 788 ATU – 74.8%. Chair Beach asked if all three programs are Defined Benefit Plans, and Mr. Toben confirmed that they are. (This item was presented as information only.)

11. Treasurer's Report

9:49 a.m. A Treasurer's Report was included in the meeting materials. Tammy Fulbright, Executive Vice President, Chief Financial Officer, gave a brief overview of this item. (This item was presented as information only.)

12. Treasury Safekeeping Quarterly Accounts Ending September 30, 2022

9:50 a.m. A quarterly treasury safekeeping accounts audit for the period ending September 30, 2022, was included in the meeting materials. Crystal Messner, Chief Audit Executive, gave an overview of this item noting that, IAD has determined that the Safekeeping Accounts exist, and the respective balances and credit ratings reported in the Treasurer's Report as of September 30, 2022 are fairly presented. She stated that IAD is in agreement with all but one reported value. Ms. Messner reported that an \$180,000 input transposition was made for a Trustee Directed Money Market fund; therefore, the Trustee Directed Investments are \$180,000 higher than reported as of September 30, 2022. She stated that the reported Fuel Hedge Program life-to-date information was also fairly stated. (This item was presented as information only.)

13. Financial Statements

9:51 a.m. The quarterly financial statements were included in the meeting materials. Tammy Fulbright, Executive Vice President and Chief Financial Officer, gave an overview of the financials for each of the Agency's enterprises.

This item was presented as information only.

15. Unscheduled Business

9:53 a.m. There was no unscheduled business.

16. President/CEO Report

9:53 a.m. Bi-State Development President/CEO Taulby Roach noted that there will be a hiring event tomorrow, from 10:00 a.m. until 2:00 p.m.

14. Procurement Report

(This item was inadvertently skipped, and was addressed after Item 16.)

9:54 a.m. A Procurement Report was included in the meeting materials regarding this item. Thomas Curran, Executive Vice President Administration, gave an overview of this item. He noted that Second Quarter FY 2023 Non-Competitive Procurements total \$4,523,466, or 11.5% of the total Purchase Order Commitment volume of \$39,448,441.86. He stated that this is a significant decline from the First Quarter of FY 2023, when non-competitive spending was 42.5% of the total. He noted that Non-Competitive Procurements total \$41,755,110, or 23.2% of the total Procurement Spend of \$180,083,017 during the last twelve months. (This item was presented as information only.)

17. Call of Dates for Future Board and Committee Meetings

9:56 a.m. Myra Bennett, Manager of Board Administration, advised the Board of Commissioners of the following upcoming meetings:

Board of Commissioners Meeting	Friday, February 17, 2023	8:30 AM
Safety & Security Committee Meeting	Friday, March 3, 2023	8:30 AM
Operations Committee Meeting	Friday, March 17, 2023	8:30 AM
Audit/Finance/Administration Committee	Friday, March 17, 2023	8:30 AM

18. Adjournment to Executive Session – If such action is approved by a majority vote of the Bi-State Development Agency’s Board of Commissioners who constitute a quorum, the Board may go into closed session to discuss legal, confidential, or privileged matters pursuant to Bi-State Development Board Policy Chapter 10, §10.080(D) Closed Records; Legal under §10.080(D)(1) ; Personnel under §10.080(D)(3); and Auditors under §10.080(D)(10).

9:56 a.m. Chair Beach noted that only item for consideration on the Executive Session agenda is the Approval of the Minutes of the October 14, 2022, AFA Committee, Executive Session Meeting. He stated that, if there are no corrections to these minutes, and if there is no discussion regarding these minutes, the Committee could proceed to a vote, without going into Executive Session.

A motion to approve the minutes of the October 14, 2022, AFA Committee, Executive Session, as presented, as a closed record was made by Commissioner Simmons and seconded by Commissioner Moore. A roll call vote was taken as follows:

Vernal Brown – Yea	Terry Beach – Yea
	Herbert Simmons – Yea
	Debra Moore – Yea

The motion passed unanimously.

19. Adjournment

9:57 a.m. Chair Beach asked if there was any further business, being none, Commissioner Brown made a motion to adjourn the meeting. The motion was seconded by Commissioner Simmons. Unanimous vote in favor was taken. The motion passed, and the meeting was adjourned at approximately 9:58 a.m.

Deputy Secretary to the Board of Commissioners
Bi-State Development

**BI-STATE DEVELOPMENT
SAFETY AND SECURITY COMMITTEE MEETING
(VIRTUAL MEETING VIA ZOOM)
OPEN SESSION MINUTES**

January 12, 2023

Immediately following Special Meeting of Board of Commissioners

Committee Members Participating

Rose Windmiller
Vernal Brown
Fred Pestello

Herbert Simmons, Chair
Derrick Cox
Irma Golliday

Other Commissioners Participating

Sam Gladney – Absent
Nate Johnson – Absent

Terry Beach
Debra Moore

Staff Participating

Taulby Roach, President and Chief Executive Officer
Brenda Deertz, Director of Executive Services
Barbara Enneking, General Counsel
Myra Bennett, Manager of Board Administration
Charles Stewart, Executive Vice President/Chief Operating Officer Metro Transit
Kevin Scott, General Manager Security
Andrew Ghiassi, General Manager Safety, Chief Safety Officer
Chris Poehler, Vice President Capital Programs
Tim Nittler, Senior Director Capital Projects
Kelly Haidinyak, Engineering Project Manager
Scott Streckfuss, SCADA Systems Specialist, Maintenance of Way

Others Participating via Zoom

Tyler Duke, ASL Interpreter
Mark Grossenbacher, HNTB
Selena Asire, HNTB
John Pesa, HNTB

- 1. Open Session Call to Order**
8:45 a.m. Chair Simmons called the Open Session of the Bi-State Development Agency, Safety and Security Committee Meeting to order at 8:45 a.m.

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

3. Public Comment

8:46 a.m. Chair Simmons asked Ms. Bennett if any public comment cards were submitted for today's meeting. Ms. Bennett noted that no comments were received pertaining to safety and security.

4. Approval of the Minutes of the October 6, 2022, Safety & Security Committee, Open Meeting

8:46 a.m. The minutes of the October 6, 2022, Safety & Security Committee, Open Meeting, were provided in the Committee packet. A motion to approve the minutes, as presented, was made by Commissioner Brown and was seconded by Commissioner Cox.

The motion passed unanimously.

5. Secure Platforms Project (SPP) Update

8:47 a.m. Kevin Scott, General Manager Security and SPP Project Manager, introduced the members of the SPP Project Team as follows:

Andrew Ghiassi - Safety and Regulatory Compliance, SPP Project
Chris Poehler - Executive Engineering Support, SPP Project
Tim Nittler - Internal Lead Project Manager, SPP Project
Kelly Haidinyak - SPP Project Support
Scott Streckfuss - SPP Systems Specialist, Real-Time Camera Center
Mark Grossenbacher, HNTB Lead Project Engineer, SPP Project
Selena Asire, HNTB Engineer & Communications Specialist, SPP Project
John Pesa, HNTB Architect, SPP Project

Mr. Scott stated that the SPP team compiles monthly updates which are disseminated to leadership and regional stakeholders. Additionally, Mr. Ted Zimmerman, Vice President of Marketing and Communications, in conjunction with Vector Communications, is leading and scheduling all SPP regional messaging and engagements. He stated that Mr. Andrew Ghiassi has worked with IT to make the internal HUB platform available for all Commissioners to access and view the SPP updates under the Safety and Security Section, and he noted that this information is updated almost daily. Mr. Scott stated that the corresponding and integrating project to realize a new Fare Collection System, which will communicate with the MetroLink gates, is being led by Vice President of Administration, Mr. Tom Curran, in consultation with Consult Hyperion.

Commissioner Cox stated that he appreciates the updates; however, he asked if a simple timeline for the project could be distributed to the Commissioners. Chair Simmons asked if the project is on schedule. Mr. Scott stated that a timeline can be distributed, and the project is currently on schedule.

Mr. Scott stated that, with regard to closed circuit television (CCTV) and the real-time camera center, the Agency's ability to view live security prioritized camera feeds from across the system, is paramount to sound and proactive security. The changes being realized under SPP, to include the cameras, gating, fencing, and fare collection technology, will act in concert to support security and law enforcement personnel, as well as making the system safer. He reported that, as part of SPP, upgrading camera technology and adding additional cameras, configured to prioritize security prospectively, is moving forward. Mr. Scott stated that the four (4) primary Public Safety Answering Points in St. Clair County now have live viewing capability of these cameras,

and staff is working to achieve the same in partnership with the St. Louis County Police Department and St. Louis City's Real-Time Crime Centers. He encouraged the Commissioners to take a tour of these centers. Commissioner Cox asked if there have been changes since the last time he toured the facilities. Mr. Scott noted that there have been substantial changes.

Chair Simmons posed questions regarding the communication system, noting that this issue is key to officer safety. Mr. Scott stated that he has had the vision to conduct a 90 day pilot program to identify what would work well; however, obtaining approval for the pilot program from the various jurisdictions has been difficult. Chair Simmons stated that St. Clair County has taken the lead to prepare for this; however, the process has been stymied. He stated that the three law enforcement agencies need to be able to communicate directly with one another.

Mr. Scott gave an overview of the progress that has been made on the SPP Project thus far. He noted that the Agency's General Engineering Contractor, WSP, was tasked with the completion of egress studies and basic conceptual designs at each of the existing platforms. These completed studies and conceptual overviews were transferred to the HNTB team after their services were procured to complete overall design and develop the Scope of Work (SOW) for the construction bid process. He stated that, as the HNTB engineers have worked through the drafting of a Project Design Schedule and Project Management Plan, the following should be noted:

- All agreements with sub-contracting firms have been secured by HNTB.
- The initiation and continuation of Light Detecting and Ranging (LiDar) surveying at all platform locations. This process allows for mapping of the stations with minimal impact on passengers and MetroLink Operations.
- HNTB is actively investigating gating and fencing types for presentation to the SPP Leadership Team. Any gating and fencing product must achieve overall security enhancements, as well as provide for the capability to communicate with the Fare Collection System and RTCC. The gating and fencing will be selected by the end of February 2023, to ensure that the procurement of these products begins early March 2023.
- Workshops with WSP, HNTB, and Consult Hyperion were conducted to align various aspects of SPP.
- The first workshop focused on the conceptual design of each platform originally tasked to WSP. This also included participation by the WSP engineer who led the effort.
- The second workshop was conducted jointly with the Fare Collection Team to have preliminary discussions about integration.
- Three additional workshops are planned to coordinate SOW.

Mr. Scott stated that, upon review by HNTB, as part of the progressing design, it was necessary to revisit approximately 25% of the stations due to lack of emphasis on security in their initial requirements. Additionally, as the Agency focuses on true security enhancements, the initial concepts did not meet our requirements for fare gate barriers, resulting in the need to re-evaluate impact on the egress analysis. He reported that HNTB engineers have identified that there may be certain items originally assumed to be usable, which may need to be replaced during construction, not accounted for in the original concept projections. He stated that HNTB has also found that addressing issues such as bicycle trail crossings at several Illinois stations, will require coordination with the jurisdiction(s) and the need to re-concept these stations, adding time to the design efforts. Mr. Scott stated that, as the team has worked through all of these tasks, it has

become apparent that waiting for all the changes in concepts, the completion of all surveying and all levels of design and review at each location, would push the procurement of construction in totality to late 2025.

Mr. Scott reported that in order to correct the difficulties of a one total design and construction schedule, and at the recommendation of our engineers, he is moving the project forward on a phased and/or packaged schedule, which the engineers have shown will expedite the total project, and allow the Package #1 construction bid process to begin in late July of 2023. For the initial package, he has selected 4 platforms, based on engineering and security recommendations, which are Emerson Park, JJK, Washington Park, and College.

Mr. Scott stated that, beyond Package #1, the team will design and construct what it believes will be five (5) additional packages to complete full build-out, although modifications are very possible. Under our current projections, the final package will be bid for construction in September 2024. He noted that this overall, packaged schedule will create a cascading affect, meaning as Package #1 moves to bid construction, Package #2 will enter the final design process. As Package #2 moves to bid for construction, Package #3 will enter the final design process, and so on. Mr. Scott stated that he is convinced this process will afford the Agency the ability to take the fastest pathway to putting in gates, fencing, and cameras, while remaining in coordination with the Fare Collection Team, to ensure the most expeditious integration.

Commissioner Pestello left the meeting at approximately 9:29 a.m.

Chair Simmons commended Mr. Scott for his leadership on the SPP project. Chair Simmons asked if the phased approach will increase the cost of the project, and posed questions regarding material shortages. Mr. Tim Nittler, Internal Lead Project Manager, SPP Project, stated that the number of gates and fencing remains the same; however, with the phased approach, resulting in smaller contracts, the Agency believes that more companies will submit bids for the work. He stated that, overall, the team does not believe this approach will have a significant impact on the cost of the project. Mr. Nittler added that the team believes the phased approach will have a positive impact on the project by allowing the Agency to pre-order materials, to manage and minimize the lead time for delivery.

Commissioner Windmiller thanked Mr. Scott and the SPP team for their work on this project. She asked that the Commissioners be given a written report in advance of future meetings. She stated that she does not have an issue with the phased approach to the project, but posed questions regarding how the stations for Phase I were selected. Mr. Scott stated that the selected platforms for Phase I are the platforms that could be completed most expeditiously. Commissioner Windmiller asked the anticipated time line for all of the stations to be completed. Mr. Scott stated that he anticipates that the final phase will be bid in September 2024, and will be completed four to six months after that. Commissioner Cox reiterated that the Board would appreciate a one page timeline, outlining the process. Commissioner Beach stated that the phased approach makes sense. He also noted that much of this information is available on the HUB, as noted previously. Mr. Scott stated that the team will be moving forward expeditiously on the project. Chair Simmons stated that he apologizes for the length of the report; however, the detailed report by Mr. Scott was provided at his request.

(This item was provided as information only.)

6. Unscheduled Business

9:43 a.m. There was no unscheduled business.

7. President/CEO Report

9:43 a.m. President/CEO, Taulby Roach, encouraged the Commissioners to review Mr. Scott's monthly updates, and noted that additional communications will be forthcoming. He stated that staff is laser focused on this project. Mr. Roach noted that, as a \$56 million project, the nation is looking at this Agency and the steps that are being taken with this project. He stated that the real time camera center is a "win" for the Agency, and our partners have been wanting to see this. He noted that there will be 1500 cameras with the new system, and staff is working diligently to ensure all of the systems will work together. He stated that he is very proud to see this project moving forward.

Mr. Roach reported that a ribbon cutting for the Emerson Park project will be held on January 23, 2023 at 1:30 p.m., and he noted that the Commissioners should have received an invitation to that event. He noted that this was a \$10 million investment by the St. Clair County Transit District, and thanked Chair Simmons for his support of that project.

Chair Simmons asked if there has been any positive feedback regarding the new code of conduct for Metro Transit. Mr. Scott stated that they have had great success with the new Ride and Abide Policy.

8. Call for the Dates of Future Board & Committee Meetings

9:50 a.m. Myra Bennett, Manager of Board Administration, noted the following upcoming meetings.

Operations Committee Meeting:	Friday, January 27, 2023	8:30 AM
Audit, Finance & Administration Committee:	Friday, January 27, 2023	Following OPS
Board of Commissioners Meeting:	Friday, February 17, 2023	8:30 AM

9. Motion to move Executive Session

9:50 a.m. Chair Simmons noted that the only item for consideration for the Executive Session agenda is the Approval of the Minutes of the October 6, 2022, Safety & Security Committee, Executive Session. He stated that, if there are no corrections to these minutes, and no discussion is needed, the Board could proceed to a vote, without going into Executive Session.

A motion to approve the minutes of the October 6, 2022, Safety & Security Committee, Executive Session, as presented, as a closed record, was made by Commissioner Moore and was seconded by Commissioner Golliday. A roll call vote was taken as follows:

Vernal Brown – Yea	Herbert Simmons – Yea
Rose Windmiller – Yea	Terry Beach – Yea
Fred Pestello – Yea	Irma Golliday – Yea
	Derrick Cox – Yea
	Debra Moore – Yea

The motion passed unanimously.

10. Adjournment

9:51 a.m. Chair Simmons asked if there was any further business, and being none, Commissioner Windmiller made a motion to adjourn the meeting. The motion was seconded by Commissioner Cox. Unanimous vote in favor was taken. The motion passed, and the meeting was adjourned at approximately 9:52 a.m.

Deputy Secretary to the Board of Commissioners
Bi-State Development

**Bi-State Development Agency
Board of Commissioners Meeting
Open Session Agenda Item
February 17, 2023**

From: Taulby Roach, President and Chief Executive Officer
Subject: **Contract Modification: Sole Source Contract with Motorola Solutions - Upgrade Obsolete Dispatch Console Network**
Disposition: Approval
Presentation: Darren Curry, Asst. Executive Director – Transit Assets
Thomas Curran, Executive Vice President of Administration

Objective:

To present to the Board of Commissioners for approval, a request to authorize the President & CEO to execute a contract modification with Motorola Solutions, Inc. for the upgrade and expansion of our existing dispatch console networks.

Background:

In 2013, Bi-State Development entered into a sole source contract *13-RFP-5949-DH Communications Systems* with Motorola Solutions. The Board of Commissioners previously authorized a capital project budget of \$33 million dollars for the design, procurement and installation of a modern voice and data radio communications network, capable of meeting transit operations/regional transit safety well into the future (Capital projects 1361 & 1817).

Of the \$33 million, five sole source contracts (PO 35643, PO 3983, PO 40124, PO 44260 & PO 62713) for a total of \$14,946,668.52 have been awarded to Motorola Solutions, Inc., of which three are still active (PO 3983, PO 44260 & PO 62713). One of the three is due to be closed upon receipt of the final coverage report (PO 3983). One will remain open for the foreseeable future, due to ongoing activities involving new sites and subsystem upgrades (PO 44260). The third (PO62713) will remain open for the duration of our existing, long-term proprietary hardware/software licensing and upgrade contract.

The current dispatch console networks (2) were purchased under PO 35643, dated 4/2/2012. They support Rail Operations, Public Safety, Bus Operations, C-A-R Operations and Maintenance. Both networks have reached end of life and are no longer supported in whole or part by the manufacturer.

The existing networks cannot be expanded; therefore, they cannot be used in support of the ongoing efforts to improve Public Safety and Security efforts, through the Real Time Camera Center development.

Analysis:

The dispatch console networks are critical to our continued ability to provide routine Operations support and expand our mission-critical Public Safety coordination, response and recovery efforts with key Federal, State and Local partners.

A Motorola Avtec Scout dispatch console network with requisite user (dispatcher) interface positions and backroom network routing, switching and proprietary Radio Frequency (RF) interface components necessary to interface with our existing regional radio network, complete with installation and training, is recommended.

The proposed console network will consolidate and accommodate all of our current and future dispatch requirements, including the Real Time Camera Center expansion. Each position has independent access to multiple RF channel assets with a touch screen control, audio interface and other advanced dispatch functionality.

The proposed console system is a closed network with no external hardwire connections; therefore, additional firewall equipment will not be required to enhance fixed cyber security. Wireless RF cyber security vulnerabilities are addressed through AES/DES RF encryption.

Additionally, the investment includes the cost of adding the dispatch console network to the existing, long-term proprietary hardware/software licensing and upgrade plan, as outlined in the attached Motorola Change Order (CO3). The existing long-term sustainment plan was funded by the FTA as a part of the regional communications network infrastructure for nine years, under PO 62713. To date, the plan has five of nine years remaining. For this investment, one of the five years just became active (10/1/22), and one of the years will be accounted for as warranty (estimated to begin 10/1/23). There will be three years remaining on the long-term agreement, after the warranty ends 10/1/24.

Previous Action:

The Operations Committee approved this item, as presented, at the January 27, 2023 meeting.

Board Action Requested:

The Operations Committee recommends that the Board of Commissioners approve the request to authorize the President & CEO to execute a contract modification with Motorola to provide the aforementioned console network, services and long-term sustainment plan, in the not-to-exceed amount of \$1,500,000, increasing the total not-to-exceed contract amount to **\$14,500,000**.

Funding Source:

Funding will be provided through Federal Grants and local funding already allocated for the purposes of Radio/CAD/AVL equipment and services under Capital Project 1361, specifically, through modifications to PO's 44260 and 62713 as described in the attached Motorola Change Order (CO3).

Attachments:

- Motorola Change Order No. 3
- Motorola Proposal

Change Order Number: 03
Date: 12/27/2022
Project Name and Number: BSDA Wide Area MO-11I111AG
Customer Name: Bi-State Development Agency
Customer Project Mgr: Rick Farthing

The purpose of this Change Order is to: *(highlight the key reasons for this Change Order)*

Add Avtec dispatch console equipment to the project scope per the attached proposal dated 5/23/22.

Contract #: [PO 44260 / 13-RFP-5949-DH]
 [PO 62713 / 13-RFP-5949-DH]
 Contract Date: December 17, 2012

In accordance with the terms and conditions of the contract identified above between Bi-State Development Agency and Motorola Solutions, Inc., the following changes are approved:

Contract Price Adjustments

Original Equipment PO Value (PO 44260):	\$ 9,533,163.00
Original Maintenance/SUA PO Value (PO 62713):	\$ 3,466,837.00
Purchase Orders Total:	\$ 13,000,000.00
Previous Change Order amounts for Change Order numbers [01 through [02].	\$ 0.00
This Change Order (Equipment and Implementation):	\$ 1,024,964.76
This Change Order (Post Warranty SUA and Support):	\$ 203,547.00
Total Change Order:	\$ 1,228,511.76
New Contract Value:	\$ 14,228,511.76

Completion Date Adjustments

Original Completion Date:	3/30/2015
Current Completion Date prior to this Change Order:	12/11/2022

New Completion Date:	12/31/2024
----------------------	------------

Changes in Equipment: *(additions, deletions or modifications)*

Add: (24) Avtec Scout dispatch consoles, (20) APX single band consolette stations, related antenna equipment and other associated hardware as per the attached proposal dated 5/23/22.

Scope of Work Changes: *(additions, deletions or modifications)*

Implementation of all new equipment and software as per the attached proposal dated 5/23/22.

Changes in SUA and Support Services: *(additions, deletions or modifications)*

- Scoutcare post warranty maintenance agreement is included in the attached proposal in the amount of \$203,547 or \$67,849 per year for a period of three years, to be invoiced on an annual basis as part of the existing maintenance agreement USC000047013, increasing the annual amount on those three years by \$67,849.
- This Scoutcare maintenance agreement will begin one year after the warranty period begins, which will be upon acceptance of the change order implementation. A purchase order will be issued by Bi-State Development Agency six months after the warranty period has begun for the Scoutcare maintenance agreement.
- The implementation for this change order is expected to be complete by 10/01/2023, which will start the warranty period – if the change order implementation has not been completed by 10/01/2023, the Scoutcare maintenance agreement period will be adjusted to end on 9/30/2027 and pro-rated accordingly.

Schedule Changes: *(describe change or N/A)*

Adjusts completion date to 12/31/24.

Pricing Changes: *(describe change or N/A)*

Total increase in contract amount by \$1,228,511.76 as detailed above.

Customer Responsibilities: *(describe change or N/A)*

As per the attached proposal dated 5/23/22.

Payment Schedule for this Change Order:
(describe new payment terms applicable to this change order)

Billing milestones, as outlined in the attached proposal dated 5/23/22:

- 1) 25% of the equipment and implementation change order amount price (\$256, 241.19) shall be due upon change order execution;
- 2) 60% of the equipment and change order amount price (\$614,978.86) due upon the shipment of equipment;
- 3) 10% of the equipment and implementation change order amount price (\$102,496.48) due upon installation of equipment;
- 4) 5% of the equipment and implementation change order amount price (\$51,248.24) due upon completion of the change order implementation. and
- 5) Post Warranty and Support Services PO and Billing as described above.

Purchase Order Requirements for this Change Order (select only one).
 A Purchase Order is required - included with this change order and is attached.

 No Purchase Order is required - Customer affirms that this change order document is the only notice to proceed required, that funding has been encumbered for this change order in its entirety, and that no further purchase orders will be issued against this change order,

 No Purchase Order required - this is a \$0 Change Order, or a decrease in scope.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

Motorola Solutions, Inc.
Customer

By: _____
 Printed Name: _____
 Title: _____
 Date: _____

By: _____
 Printed Name: _____
 Title: _____
 Date: _____

Reviewed by:  _____
 Motorola Solutions Project Manager

Date: 12/27/22

BI-STATE DEVELOPMENT

AVTEC SCOUT CONSOLE SOLUTION

5-23-2022

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and Avtec LLC, and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

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500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781
USA

5-23-2022

Rick Farthing
Communications Director
Bi State Development Agency
Saint Louis, MO 63112

RE: New Dispatch Consoles

Dear Mr. Farthing,

Motorola Solutions, Inc. (Motorola Solutions) appreciates the opportunity to provide the Bi State Development Agency quality communications equipment and services. Motorola Solutions' project team has taken great care to propose a solution to address your needs and provide exceptional value.

Motorola Solutions proposal consist of 24 AVTEK Scout Consoles and associated hardware, 20 APX Single Band Consolettes, professional install service and program management, along with along with a 4-year ScoutCare maintenance program that will be added to your current service contract USC000047013.

This offer is subject to the terms and conditions of the Communications System & Services Agreement, including the Maintenance, Support and Lifecycle Management Addendum (collectively, the "CSSA"). You may accept this offer by returning the signed CSSA to Motorola. Pricing will remain valid for 120 days from the date of this proposal.

Any questions Bi-State has regarding this proposal can be directed to Keith Antoff, Senior Account Executive at Motorola Solutions, (keith.antoff@motorolasolutions.com).

We thank you for the opportunity to present our proposed solution, and we hope to strengthen our relationship by implementing this project.

Sincerely,



Frank Galvin
Territory Vice President T5S

TABLE OF CONTENTS

Section 1

Contents

Contents

SYSTEM DESCRIPTION	1
1.1 OVERVIEW	1
1.2 SCOUT CONSOLE MODELS	1
1.3 SCOUT USER INTERFACE	2
1.4 CONSOLE CAPABILITIES	2
1.5 SYSTEM INTEGRATION	5
1.6 SCOUT SOLUTION MANAGEMENT	6
1.7 Equipment List	7
STATEMENT OF WORK	12
Site Readiness Survey	12
Kickoff/Detailed Design Review	12
Change Orders	12
Description of Services	12
Motorola Responsibilities	13
Customer Responsibilities	13
Training	15
Maintenance Support Plan	16
Avtec ScoutCare™	16
APX Console Essential Services	17
PRICING	18
CONTRACT	19

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Frank Galvin
T5S Territory Vice President

SECTION 1

SYSTEM DESCRIPTION

1.1 OVERVIEW

To connect dispatchers with first responders and citizens, Motorola Solutions is proposing the Avtec Scout™ dispatch console solution, which integrates communications from telephone, LTE/Broadband, conventional radio, and trunked radio systems in a single console.



Avtec's Scout offers several key advantages:

- **Powerful** - Scout provides robust communication and incident response capabilities using simple, easy-to-deploy infrastructure with no solution core.
- **Scalable** – Scout is a completely modular system supporting operations ranging from a single console at a single site, to hundreds of consoles at multiple sites. Whether serving a small area or an entire state, Avtec Scout's simple platform can easily expand to meet organizational needs.
- **Reliable** – Avtec Scout's architecture eliminates single points of failure by utilizing IP-based Voice over Internet Protocol (VoIP) and Ethernet technology to distribute solution components over network infrastructure. This prevents emergencies from disrupting voice communication. Scout also continues to operate during software updates and changes, simplifying update scheduling.

Avtec Scout unifies communications in a highly configurable interface, supported by redundant components for reliability. Dispatchers will be able to access specialized communications functions through a console that fits their workflow.

1.2 SCOUT CONSOLE MODELS

Scout dispatch consoles are available in multiple models that tailor channel capacity to different user roles. Motorola Solutions is proposing a license package sized to meet the needs of Bi-State's organization. Each model is interoperable with the others, making it easy to provide users with the features they need and increase capacity as needed over time.

1.3 SCOUT USER INTERFACE

Each Scout console includes a highly configurable and user friendly GUI that offers quick access to vital communications features. The console screen displays selectable virtual buttons called “pads,” which dispatchers can use to answer calls, select functions, and open different interface screens.



Figure 1-1: Sample Scout User Interface Configurations

Every aspect of the Scout interface is configurable, so it can be tailored to dispatchers’ workflows. The Scout System Administrator can change interface characteristics like window sizes, web browser objects, map backgrounds, buttons, colors, fonts, and button icons to develop screen configurations that meet operational needs.

Interface configuration can vary or be identical across dispatch positions. One dispatcher can access different screen layouts when working in specific territories, selecting their Communication Landscape (CommScope) when they log in. The Scout interface can even be modeled on legacy layouts to help reduce dispatcher training time.

1.4 CONSOLE CAPABILITIES

Call Handling

Dispatchers can communicate with other console and radio users individually or as a group using Scout. Group calls can be set up for a variety of sizes, ranging from a single user group to every user on the system.

In addition to two way calls, dispatchers can use broadcast calls to make one-way announcements, efficiently communicating vital information to multiple users.

Caller Information

Scout displays call information to provide context, informing dispatchers of a caller’s identity using their PTT-ID or alphanumeric ANI alias.

Safety

Scout includes features to help dispatchers verify a user's safety and detect emergencies. Dispatchers can check the operational status of a user’s radio and monitor audio from it to determine their current situation. If needed, radio monitoring can be activated discreetly, showing no visible indication on the

radio that its audio is being monitored. If a user presses the emergency button on their radio, Scout sends an alert to dispatchers and enters emergency mode.

In emergency mode, Scout prioritizes calls from the user who triggered the emergency so that dispatchers can remain in contact without disruption. This emergency state remains active until deactivated by a dispatcher.

To prevent potential security threats from lost or stolen radios, dispatchers can use Scout to remotely disable them until they are recovered. If the radio is recovered, dispatchers can also remotely re-enable it.

Logging and History Tracking

Scout can record both inbound and outbound audio in its integrated Instant Recall Recorder (IRR), and interface with a variety of external logging recorders for longer term audio storage.

In addition to call audio, Scout logs user activity and system messages for later reference. Each time a dispatcher takes an action, Scout records the action and any associated metadata, such as when the action took place. Scout also logs any messages generated by errors and automatic system actions, including a timestamp and message ID.

To locate information quickly, dispatchers can filter logs in Scout by conversations, inbound talkspurts, outbound talkspurts, or specific calls. Scout also includes a search function to locate records using keywords or numbers.

Security and Encryption

Scout dispatch consoles offer several layers of password protection, securing access to communications. If set up by administrators, Scout only provides access to personnel with necessary credentials.

Dispatchers can secure their communications in Scout using software-based AES and DES encryption to prevent potential eavesdroppers from listening in. They can dynamically change encryption methods and keys within Scout, making it easy to adapt their security posture.

Scout system administrators can manage available encryption keys using the Avtec Encryption Key Manager, which can load multiple encryption key sets. The Scout System Administrator can manually enter encryption keys for multiple encryption methods, and also load encryption keys into the Avtec Encryption Key Manager using supported Key Fill Devices.

1.4.1 Scout Enterprise Console Operator Position

Each Scout console position consists of Avtec software on a standard computer, a media workstation, and dispatching peripherals. Scout supports commercial-off-the-shelf (COTS) computers and peripherals, simplifying procurement and configuration, reducing maintenance, and lowering life-cycle costs. Scout console software runs on a Windows 10 computer with any compatible pointing device or an LCD touchscreen. The proposed Scout Dispatch solution positions will include the following components:

- Scout Software Media Workstation – This software-based workstation integrates with the Avtec Scout console on one PC, making deployment simple and compact. The console software handles audio processing, such as patching, transcoding, gain control, and mixing. Peripherals are connected via USB.
- Desktop Speakers – Compact and easily stackable speakers that provide Select and Unselect audio.
- Jack Box – A connector peripheral that provides a standard PJ327 jack for 4W/6W handsets and headsets, with a volume control and mute-indication LED.
- Desktop Microphone – Includes a sturdy weighted base, a large button for PTT, a smaller button for Continuous Tone-Coded Subaudible Squelch (CTCSS), and a flexible neck. The profile of the microphone prevents dispatchers from engaging PTT accidentally.
- Personal Computer (PC) – The computer that hosts the position’s Scout console software. Includes the Windows 10 operating system.
- Computer Display – LCD Touchscreen display monitor for the position's computer.

Motorola Solutions proposes the installation and configuration of the following equipment at the locations specified in Table 1-1.

Table 1-1: Removal and/or installation and configuration

Site Name	Major Equipment
Dispatch Site 1: Radio Control Room – 3300 Spruce Street	(6) Tier 1 EX Consoles, Headsets, Jackboxes, USB Hubs, Desk Mics, Console IRR, and set of (2) Speakers; 20 Consolettes on 2 separate combiners and antenna systems
	(1) Redundant Level 1 VPGate Servers
	(10) Outpost Plus Gateways w/ APX Consolette Interface Licenses
	(1) Switch
Dispatch Site 2: 3300 Spruce Street	(3) Tier 1 EX Consoles, Headsets, Jackboxes, USB Hubs, Desk Mics, Console IRR, and 2 Speakers
	(1) Switch
Dispatch Site 3: 700 South Ewing Street	(6) Tier 1 EX Consoles, Headsets, Jackboxes, USB Hubs, Desk Mics, Console IRR, and 2 Speakers
	(1) Switch
Dispatch Site 4: Emerson Park	(9) Tier 1 EX Consoles, Headsets, Jackboxes, USB Hubs, Desk Mics, Console IRR, and 2 Speakers
	(1) Switch
Spare Equipment	(4) Desk Mics, Jackbox, set of (2) Speakers

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	(1) Switch and Outpost
Integration Services	Included in project cost
Training	Dispatcher and Administrative Training Included
ScoutCare	5yr Maintenance and Software Support will be added to existing Motorola Service Contract

1.5 SYSTEM INTEGRATION

Scout consoles easily integrate with a variety of communications networks using limited infrastructure equipment and no centralized core. The main connection component is the Scout Voice Over IP Protocol Gateway (VPGate™), which will interface Scout consoles to Bi-States network using standard IP transport infrastructure to exchange data and an endpoint registration component to direct communications traffic.

The following diagram illustrates the connection between the Scout console subsystem and Bi-States communications system.

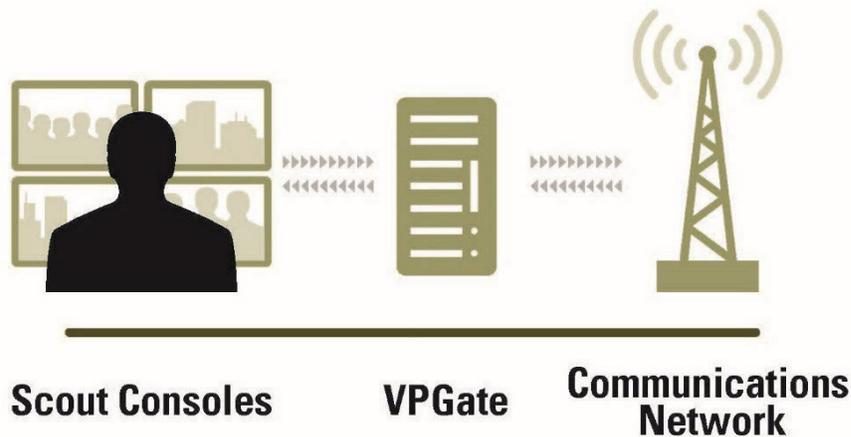


Figure 1-2: Scout Connection Diagram

Voice Over IP Protocol Gateway

VPGate translates VoIP traffic and open and proprietary communication protocols from Scout into the data formats used by connected endpoints like radio base stations, telephone lines, and radio groups. Interfaces to specific endpoints can be added or removed from VPGate, tailoring its connections to incorporate Bi-States endpoints.

To ensure reliability, VPGate is configured in redundant pairs. This failover capability provides a highly resilient system design that can continue to operate in a number of disaster scenarios. It ensures that network endpoints assigned to VPGate continue to be available for uninterrupted operation from console positions.

IP Transport Infrastructure

The Scout solution relies on standard IP transport infrastructure to exchange data between VPGate and Bi-States communications network, requiring no external controllers or vocoders.

To reduce latency and improve Quality of Service, administrators can configure the IP transport infrastructure tying the systems together to give priority to voice communication packets. Scout uses separate Differentiated Services values to change the priority for audio and control packets exchanged between Scout consoles and other components of Bi-States network.

Use or disclosure of this proposal is subject to the restrictions on the cover page.

Additional Connection Capabilities

Scout dispatch consoles can access several connection features to expand their capabilities and improve their efficiency. The following features are included in this proposal:

- **Avtec Outpost** – A solid-state embedded IP controller that interfaces analog radio equipment to the Scout console subsystem IP network. It converts analog audio to digital, and provides remote monitoring and control. Outpost works in conjunction with VPGate to provide interoperability with analog endpoint devices from various manufacturers.

1.6 SCOUT SOLUTION MANAGEMENT

System administrators can configure Scout console functions over the network using the Scout Manager tool. With Scout Manager, Scout system administrator can configure console functions and screen layout for multiple or individual dispatchers. This software application runs on Windows 10, Windows Server 2012 R2 Update 1, or Windows Server 2016, saving configuration data to SQL databases and standard XML files.

In addition to Scout Manager, the Scout solution provides administrators with detailed system status and behavior information, including audio diagnostics, console states, and component health, through the Scout Central Distributor (SCD). The SCD also creates log files for each major subsystem support deeper diagnostic analysis. For external alerting, Scout sends Simple Network Management Protocol (SNMP) messages for its alarms and events to as many as four SNMP managers, enabling administrators to view messages through an integrated management console.

The SCD also houses solution security settings. Administrators can manage user access profiles in the SCD, serving as a central security infrastructure. Both Scout Manager and SCD tools are secured by credentialed login to prevent unauthorized configuration changes.

1.7 EQUIPMENT LIST

BLOCK	LIM	O	QTY	NOMENCLATURE	DESCRIPTION
ANTENNA	1	-	1	DSMFBW7463	WIDEBAND FIBERGLASS OMNI ANTENNA 746-869 NFM BULKHEAD
ANTENNA	2	-	1	DSMMK12	ANTENNA MOUNTING BRACKET
MAINLINE	3	-	1	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
MAINLINE	4	-	1	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT
MAINLINE	5	-	100	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
MAINLINE	6	-	1	DSNFA01250B	N FEMALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
MAINLINE	7	-	4	DSGKS12AC	GK-S12AC, STD GROUND KIT FOR 1/2" AIRCELL COAX
MAINLINE	8	-	1	DSHG12	HG-12, LACE-UP GRIP FOR 1/2 COAX
ANTACC	9	-	4	DSSHU12	SH-U12, UNIVERSAL SNAP-IN HANGER FOR 1/2" AIRCELL COAX, PKG OF 10
SURGE	10	-	1	DSTSXFMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET
SURGE	11	-	1	DSGSAKITD	GROUND STRAP KIT - DIN
LOWERJUMPR	12	-	25	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
LOWERJUMPR	13	-	2	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)

BLOCK	LIM	O	QTY	NOMENCLATURE	DESCRIPTION
ANTENNA	14	-	1	DSMFBW7463	WIDEBAND FIBERGLASS OMNI ANTENNA 746-869 NFM BULKHEAD
ANTENNA	15	-	1	DSMMK12	ANTENNA MOUNTING BRACKET
MAINLINE	16	-	1	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
MAINLINE	17	-	1	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT
MAINLINE	18	-	100	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
MAINLINE	19	-	1	DSNFA01250B	N FEMALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
MAINLINE	20	-	4	DSGKS12AC	GK-S12AC, STD GROUND KIT FOR 1/2" AIRCELL COAX
MAINLINE	21	-	1	DSHG12	HG-12, LACE-UP GRIP FOR 1/2 COAX
ANTACC	22	-	4	DSSHU12	SH-U12, UNIVERSAL SNAP-IN HANGER FOR 1/2" AIRCELL COAX, PKG OF 10
SURGE	23	-	1	DSTSXFMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET
SURGE	24	-	1	DSGSAKITD	GROUND STRAP KIT - DIN
LOWERJUMPR	25	-	25	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
LOWERJUMPR	26	-	2	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
CS COMB	27	-	1	DS4383G01A12	CONTROL STATION COMBINER, STANDARD, 746-869 MHZ, 12 CHANNEL
CS COMB	28	-	60	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
CS COMB	29	-	20	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
ANTENNA	1	-	1	DSMFBW7463	WIDEBAND FIBERGLASS OMNI ANTENNA 746-869 NFM BULKHEAD
ANTENNA	2	-	1	DSMMK12	ANTENNA MOUNTING BRACKET
MAINLINE	3	-	1	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
MAINLINE	4	-	1	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT
MAINLINE	5	-	100	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
MAINLINE	6	-	1	DSNFA01250B	N FEMALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
MAINLINE	7	-	4	DSGKS12AC	GK-S12AC, STD GROUND KIT FOR 1/2" AIRCELL COAX
MAINLINE	8	-	1	DSHG12	HG-12, LACE-UP GRIP FOR 1/2 COAX
ANTACC	9	-	4	DSSHU12	SH-U12, UNIVERSAL SNAP-IN HANGER FOR 1/2" AIRCELL COAX, PKG OF 10
SURGE	10	-	1	DSTSXFMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET
SURGE	11	-	1	DSGSAKITD	GROUND STRAP KIT - DIN
LOWERJUMPR	12	-	25	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
LOWERJUMPR	13	-	2	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
ANTENNA	14	-	1	DSMFBW7463	WIDEBAND FIBERGLASS OMNI ANTENNA 746-869 NFM BULKHEAD
ANTENNA	15	-	1	DSMMK12	ANTENNA MOUNTING BRACKET
MAINLINE	16	-	1	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
MAINLINE	17	-	1	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT

BLOCK	LIM	O	QTY	NOMENCLATURE	DESCRIPTION
MAINLINE	18	-	100	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
MAINLINE	19	-	1	DSNFA01250B	N FEMALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
MAINLINE	20	-	4	DSGKS12AC	GK-S12AC, STD GROUND KIT FOR 1/2" AIRCELL COAX
MAINLINE	21	-	1	DSHG12	HG-12, LACE-UP GRIP FOR 1/2 COAX
ANTACC	22	-	4	DSSHU12	SH-U12, UNIVERSAL SNAP-IN HANGER FOR 1/2" AIRCELL COAX, PKG OF 10
SURGE	23	-	1	DSTXDFMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET
SURGE	24	-	1	DSGSAKITD	GROUND STRAP KIT - DIN
LOWERJUMPR	25	-	25	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
LOWERJUMPR	26	-	2	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
CS COMB	27	-	1	DS4383G01A12	CONTROL STATION COMBINER, STANDARD, 746-869 MHZ, 12 CHANNEL
CS COMB	28	-	60	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
CS COMB	29	-	20	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
CNTLSTN	30	-	20	L37TSS9PW1 N	ALL BAND CONSOLETTTE
CNTLSTN	30	a	20	GA00318	ADD: 5Y ESSENTIAL SERVICE
CNTLSTN	30	b	20	G90	ADD: NO MICROPHONE NEEDED APX
CNTLSTN	30	c	20	CA01598	ADD: AC LINE CORD US
CNTLSTN	30	d	20	G51	ENH:SMARTZONE
CNTLSTN	30	e	20	GA05508	DEL: DELETE VHF BAND
CNTLSTN	30	f	20	GA05509	DEL: DELETE UHF BAND
CNTLSTN	30	g	20	L999	ADD: FULL FP W/E5/KEYPAD/CLOCK/VU
CNTLSTN	30	h	20	G843	ADD: AES ENCRYPTION AND ADP
CNTLSTN	30	i	20	G806	ENH: ASTRO DIGITAL CAI OP APX
CNTLSTN	30	j	20	G361	ENH: P25 TRUNKING SOFTWARE APX
CNTLSTN	30	k	20	HKN6233C	APX CONSOLETTTE RACK MOUNT KIT
SWITCH	31	-	2	CLN1868	2930F 24-PORT SWITCH
SFP	32	-	4	DSJ4860D	HPE ARUBA 1G SFP LC LH 70KM SMF TRANSCEIVER
					AVTEC - KURT JOHNSON
dispatch 1			6	DSSFWSOUCOUEXT1SK	Scout EX Console - Tier 1 includes a license for a Scout Enterprise Console with Software Audio Package. Includes IRR. Software Key version.
			6	DSACCCPUDTWIN10	PC for Scout Console Packages, Dual NICs, MS Windows 10 Professional 64 bit OS
			6	DSACCTSC23WSPC	23 inch touch screen
			6	DSACCUSBHJBNENA	Avtec USB Headset/handset jack box (single jack), Integrates NENA phone at the operators position with Scout. Requires Scout version 4.11 or later running Software Media Workstation.

BLOCK	LIM	O	QTY	NOMENCLATURE	DESCRIPTION
			6	DSACCUSBMICSIR	Desktop microphone for Scout Software Media Workstation. It has an 18 inch flexible shaft, a transmit button, and a noise cancelling feature that provides 20 dB of front to back noise attenuation. Includes USB A to C cable
			6	DSACCUSBSPK2SIR	Two Desktop speakers for the Software Media Workstation. Each speaker has its own individual volume control. For up to 20 Watts of power use with an optional external power supply. Includes two USB A to C cable
			6	DSUSBHUB10	10 Port USB Hub, USB 3.0
			1	DSSFWVPL1FTRSK	Redundant Frontier-enabled VPGate Software License for a maximum of 40 endpoints; up to 20 may be "B" Licenses. Software license version.
			2	DSACCCPUSTD2019	1 Rack Unit (1RU) Server Solid State hard drive, Windows 2019 Server OS, TPM 2.0. Requires additional package for monitor, keyboard, etc.(DISP-XXXX)
			10	DSOUTPOST-2R	RADIO CONTROLLER, VOIP, 2 PORTS, 12 VDC INPUT
			3	DSOUTPOST-RACK-PKG	3U RACK MOUNT SHELF (1-4 OUTPOST RADIOS) WITH RACKMOUNT PS
			20	DSOUTPOSTAPXCON	OUTPOST KIT FOR (1) MOTOROLA APX CONSOLETTTE ENDPT, INCLUDES LIC & CABLE.
			1	DSDISP-KVM-FF-RR	1U LCD Folding Display, for Relay Rack. Includes Keyboard with trackpad and 8-port KVM
			2	DSACCNETWK24PSFP	24 PORT MANAGED ETHERNET SWITCH
			2	DSACC-MTG-1U-RR	Kit to rack mount PS-12V-3BAY-AC , ACC-CPU-RM-2012 or -WIN7 in 19" relay rack. 1U high.
			12	DSACCHED6WNC	Complete 6W Headset, Plantronics Supra Model H251 Noise Canceling Microphone with plug-prong base.
dispatch 2			3	DSSFWSCOUTEXT1SK	Scout EX Console - Tier 1 includes a license for a Scout Enterprise Console with Software Audio Package. Includes IRR. Software Key version.
			3	DSACCCPUDTWIN10	PC for Scout Console Packages, Dual NICs, MS Windows 10 Professional 64 bit OS
			3	DSACCTSC23WSPC	23 inch touch screen
			3	DSACCUSBMICSIR	Desktop microphone for Scout Software Media Workstation. It has an 18 inch flexible shaft, a transmit button, and a noise cancelling feature that provides 20 dB of front to back noise attenuation. Includes USB A to C cable
			3	DSACCUSBSPK2SIR	Two Desktop speakers for the Software Media Workstation. Each speaker has its own individual volume control. For up to 20 Watts of power use with an optional external power supply. Includes two USB A to C cable
			3	DSACCUSBHJBNA	Avtec USB Headset/handset jack box (single jack), Integrates NENA phone at the operators position with Scout. Requires Scout version 4.11 or later running Software Media Workstation.
			3	DSUSBHUB10	10 Port USB Hub, USB 3.0

BLOCK	LIM	O	QTY	NOMENCLATURE	DESCRIPTION
			1	DSACCNETWK24PSFP	24 PORT MANAGED ETHERNET SWITCH
			6	DSACCHED6WNC	Complete 6W Headset, Plantronics Supra Model H251 Noise Canceling Microphone with plug-prong base.
dispatch 3			6	DSSFWSCOUTEXT1SK	Scout EX Console - Tier 1 includes a license for a Scout Enterprise Console with Software Audio Package. Includes IRR. Software Key version.
			6	DSACCCPUDTWIN10	PC for Scout Console Packages, Dual NICs, MS Windows 10 Professional 64 bit OS
			6	DSACCTSC23WSPC	23 inch touch screen
			6	DSACCUSBMICSIR	Desktop microphone for Scout Software Media Workstation. It has an 18 inch flexible shaft, a transmit button, and a noise cancelling feature that provides 20 dB of front to back noise attenuation. Includes USB A to C cable
			6	DSACCUSBSPK2SIR	Two Desktop speakers for the Software Media Workstation. Each speaker has its own individual volume control. For up to 20 Watts of power use with an optional external power supply. Includes two USB A to C cable
			6	DSACCUSBHJBNENA	Avtec USB Headset/handset jack box (single jack), Integrates NENA phone at the operators position with Scout. Requires Scout version 4.11 or later running Software Media Workstation.
			6	DSUSBHUB10	10 Port USB Hub, USB 3.0
			1	DSACCNETWK24PSFP	24 PORT MANAGED ETHERNET SWITCH
			12	DSACCHED6WNC	Complete 6W Headset, Plantronics Supra Model H251 Noise Canceling Microphone with plug-prong base.
dispatch 4			9	DSSFWSCOUTEXT1SK	Scout EX Console - Tier 1 includes a license for a Scout Enterprise Console with Software Audio Package. Includes IRR. Software Key version.
			9	DSACCCPUDTWIN10	PC for Scout Console Packages, Dual NICs, MS Windows 10 Professional 64 bit OS
			9	DSACCTSC23WSPC	23 inch touch screen
			9	DSACCUSBMICSIR	Desktop microphone for Scout Software Media Workstation. It has an 18 inch flexible shaft, a transmit button, and a noise cancelling feature that provides 20 dB of front to back noise attenuation. Includes USB A to C cable
			9	DSACCUSBSPK2SIR	Two Desktop speakers for the Software Media Workstation. Each speaker has its own individual volume control. For up to 20 Watts of power use with an optional external power supply. Includes two USB A to C cable
			9	DSACCUSBHJBNENA	Avtec USB Headset/handset jack box (single jack), Integrates NENA phone at the operators position with Scout. Requires Scout version 4.11 or later running Software Media Workstation.
			9	DSUSBHUB10	10 Port USB Hub, USB 3.0
			1	DSACCNETWK24PSFP	24 PORT MANAGED ETHERNET SWITCH
			18	DSACCHED6WNC	Complete 6W Headset, Plantronics Supra Model H251 Noise Canceling Microphone with plug-prong base.

BLOCK	LIM	O	QTY	NOMENCLATURE	DESCRIPTION
spares			4	DSACCUSBMICSIR	Desktop microphone for Scout Software Media Workstation. It has an 18 inch flexible shaft, a transmit button, and a noise cancelling feature that provides 20 dB of front to back noise attenuation. Includes USB A to C cable
spares			4	DSACCUSBSPK2SIR	Two Desktop speakers for the Software Media Workstation. Each speaker has its own individual volume control. For up to 20 Watts of power use with an optional external power supply. Includes two USB A to C cable
spares			4	DSACCUSBHJBNENA	Avtec USB Headset/handset jack box (single jack), Integrates NENA phone at the operators position with Scout. Requires Scout version 4.11 or later running Software Media Workstation.
spares			4	DSUSBHUB10	10 Port USB Hub, USB 3.0
spares			1	DSACCNETWK24PSFP	24 PORT MANAGED ETHERNET SWITCH
spares			1	DSOUTPOST-2R	RADIO CONTROLLER, VOIP, 2 PORTS, 12 VDC INPUT

SECTION 2

STATEMENT OF WORK

This section, known as the Statement of Work (SOW), describes the deliverables to be furnished to Bi-State and the tasks to be performed by Motorola, its subcontractors, and Bi-State Public Safety Communications, Inc (“Customer”) to implement the solution described in this proposal. It describes the actual work involved in installation and clarifies the responsibilities for both Motorola and Customer during the project implementation.

Site Readiness Survey

Prior to starting any site equipment installations, Motorola and Customer shall conduct a site readiness review at each job site to examine existing work, work performed by others, or work not included in this SOW, that is required to support the new equipment. The site readiness review documents any conditions that will prevent start of site upgrade or equipment installation work to be performed by Motorola and its subcontractors. Issues will be noted and responsible party(ies) must correct their deficiencies prior to system installation. Additional walks may be needed to confirm deficiencies have been properly corrected.

Kickoff/Detailed Design Review

Shortly after executed contract, Motorola and Customer shall schedule a detailed design review at Customer provided meeting location. Motorola shall present in detail all documents and services described to support this solution. Any mutually agreed changes to the originally contracted design shall be captured via change order. Motorola will be responsible for updating applicable documents, pricing, etc. as required for final Customer approval. The design shall be final or ‘locked down’ when both parties sign a Detailed Design Review milestone completion certificate to be drafted and presented by Motorola. Once signed by both parties any subsequent changes shall be captured again via the change order process as described below.

Change Orders

Change orders can be initiated by either Party and within the general scope of the awarded contract agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Implementation schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written, jointly signed change order.

Description of Services

Motorola Solutions shall provide equipment, software, licensing and services to install a Scout dispatch console system in accordance with the Sales Quotation herein or separately attached, which may include services such as project management, system staging, equipment installation, testing, cutover, optimization, and operator training.



Motorola Responsibilities

Motorola Solutions or its approved Dealer will assume responsibility for the installation and performance of all equipment and work that is provided in the included Equipment List and described in our Statement of Work. In general these responsibilities include the following:

- Procure and/or manufacture Motorola provided equipment and ship to Customer provided local address.
 - Includes receive, inspect, & inventory equipment
- Perform any needed pre-staging of equipment prior to delivering for final installation.
- Schedule the implementation in agreement with the Customer.
- Provide Customer with the appropriate system interconnect specifications.
- Coordinate the activities of all Motorola approved subcontractors under this contract.
- Administer safe work procedures for installation.
- Perform the installation of all Motorola supplied equipment.
 - Includes removing existing, decommissioned dispatch equipment.
 - Provide and install NEMA enclosure on Customer provided wall space.
 - Existing XTS Consolettes will be swapped with the new APX Consolettes within the same rack.
 - Consolette antennae (4) to be installed on Customer provided antenna structure. Standard antenna mounting included. Coaxial will be installed in Customer provided cable trays/routing and wall/ceiling penetrations.
 - Install CAT5 cabling from each Console to backroom equipment. Cabling to be ran in Customer provided cable trays/cable support, interior/exterior wall/ceiling/rooftop penetrations.
- Prepare equipment (i.e. build template, programming, integration, pre-test) for acceptance testing with Customer.
- Conduct final acceptance testing with Customer.
- Perform approved cutover plan.
- Conduct Training as described below.
- Provide 1st Year warranty support as described in Section 4.8

Customer Responsibilities

Customer will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Supplier. General Customer responsibilities include the following:

- Provide all buildings, equipment shelters, and towers required for system installation.
- Insure communications sites meet floor/desktop space, cable trays, wall/floor/ceiling penetrations, cooling/ventilation, site grounding, main and back-up power, ice bridge, fire extinguishers, first aid kits, and connectivity requirements for the installation of all equipment.
 - Includes running electrical to Motorola provided NEMA enclosure.
- Obtain all licensing, site access, or permitting required for project implementation.
- Obtain frequencies for project as required.
- Provide required system interconnections.
- Provide a dedicated delivery point, such as a warehouse, for receipt, inventory and storage of equipment prior to delivery to the site(s).
- Procure, configure, install, terminate and test all networking infrastructure and cabling



- Coordinate the activities of all other Customer vendors or other contractors.

These responsibilities should be considered general in nature, and specific sites or custom requirements may require additional work. The exact work being provided in this Proposal is described in the Statement of Work or in an attachment. Motorola reserves the right to modify the Terms and/or Pricing shown if additional information is discovered prior to installation.

Training

The following types of training shall be provided by Motorola or its approved Dealer:

Operator Training

On-site operator training shall be provided to eight (8) trainers. Up to two (2) sessions over a two-day period of on-site Operator Training shall be available. This portion of the training period should not exceed two hours per session. All course materials shall be included.



Maintenance Support Plan

Avtec ScoutCare™

ScoutCare™ will provide ongoing post-warranty support for Bi-State's Scout dispatch solution, protecting investment and lowering the total cost of ownership with software maintenance, hardware maintenance, remote support, and technical training classes.

Software Maintenance

ScoutCare includes ongoing software updates to maintain and improve Bi-State's console solution. These updates maintain Scout compatibility with hardware and software, protect against cybersecurity threats, add features, fix bugs, and improve diagnostics and redundancy mechanisms to proactively target potential future issues.

Hardware Maintenance

ScoutCare hardware maintenance provides repair and replacement for Avtec hardware products and accessories. Malfunctioning equipment will be repaired at the factory and then returned. Urgent repairs qualify for loaned Advanced Replacement components, sent with expedited shipping before malfunctioning components are processed for repair to avoid disruption from a failed component. Once the malfunctioning component is repaired, it will replace the Advanced Replacement component.

Remote Support

Remote Support addresses unexpected issues, providing telephone and remote support to promptly restore solution functionality. Support engineers will be available to help troubleshoot issues and answer configuration questions during normal business hours, and provide 24/7 support to help resolve Critical Priority issues.

These support engineers are backed by a professional services team of software development and quality control engineers, to ensure that complex issues are escalated and receive careful analysis. Avtec continuously provides these teams with the latest radio systems, virtualized test environments, and training to ensure they are prepared to rapidly deliver effective support.

Technical Training Classes

Annual training classes will inform administrators about new developments, and help them to optimize Bi-State's Scout solution. As part of ScoutCare, Bi-State's will receive two seats each year to attend Scout in-person or online training. This training is focused on providing system administrators and other personnel with critical knowledge of Scout functionality. In addition, personnel will have access to Avtec Connect, a web-based information portal that provides product documentation, software release notes, training videos, and other helpful information.

Local On-site Response

On-site maintenance and repair of Bi-State's Avtec consoles will be provided by Motorola Solutions' local team of service personnel. Motorola Solutions will provide Bi-State with a Customer Support Plan (CSP) that outlines the details of each service, provides escalation paths for special issues, and any other information

specific to Bi-State's service agreement. Some of these details will include items such as access to sites, response time requirements, severity level definitions, and parts department access information.

Local technicians will be dispatched for on-site service by the SSC, who will inform the technician of the reason for dispatch.

This will enable the technician to determine if a certain component or Field Replacement Unit (FRU) will be needed from inventory to restore the system. Once on site, the field technician will notify the SSC and begin to work on the issue. The technician will review the case notes to determine the status of the issue, and begin the troubleshooting and restoration process. Once the system is restored to normal operation, the field technician will notify the SSC that the system is restored. The SSC, in turn, will notify Bi-State that the system is restored to normal operation and request approval to close the case.

APX Consolette Essential Services

Overview

To provide Bi-State with access to technical support teams and resources for troubleshooting and maintenance, Motorola Solutions has included 5 Years of the Essential tier of our Device Management Services (DMS Essential) for APX™ user radios. DMS Essential provides remote technical support to troubleshoot problems and hardware repair to properly restore Bi-State's user radios.

The proposed offering consists of the following specific services:

- Technical Support for 20 APX Consolettes. .
- Hardware Repair for 20 APX Consolettes.

The following sections describe the services included with DMS Essential.

Technical Support

Motorola Solutions Technical Support personnel will be available to assist with any questions, issues, or problems related to user radios. Technical Support personnel apply leading industry standards in recording, monitoring, escalating, and reporting technical support calls to provide the support needed to resolve issues quickly.

Hardware Repair

Hardware Repair provides repair services for user radios damaged by manufacturing defects and normal wear and tear. Repairs are provided by Motorola Solutions, or an authorized Motorola Solutions service repair center, for the length of the contract. The service center tests, repairs, and restores the user radio to original factory specifications. Repair may include updating the user radio's Operating System (OS) software to the latest version supported by the user radio.

The Hardware Repair service adheres to a proven process of analysis and restoration, and the work is backed by a 90-day warranty. User radios covered under this service also receive higher service priority at the repair depot, resulting in quicker repair times.



SECTION 4

PRICING

Description	Pricing
Motorola AVTEK Scout Consoles and 1 Year Warranty	\$629,609.00
Johnson County (KS) Contract Discount	(\$94,441.35)
Console Sub-Total	\$535,167.65
Motorola APX Single Band Consolettes with 5 Years of Essential Services	\$331,874.78
Johnson County (KS) Contract Discount	(\$107,937.21)
Radio Sub-Total	\$223,937.57
System Implementation Services Total	\$265,859.54
Equipment and Implementation Sub-Total	\$1,024,964.76
ScoutCare Years 2	\$67,849.00
ScoutCare Years 3	\$67,849.00
ScoutCare Years 4	\$67,849.00
Services Grand Total	\$203,547.00
Grand Total	\$1,228,511.76

SECTION 5

CONTRACT

to the restrictions on the cover page.

Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and Bi-State Development Agency ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"

Exhibit B "Payment"

Exhibit C Technical and Implementation Documents

C-1 "System Description" dated 5-23-2022

C-2 "Pricing Summary & Equipment List" dated 5-23-2022

C-3 "Implementation Statement of Work" dated 5-23-2022

C-4 "Acceptance Test Plan" or "ATP" dated TBD

C-5 "Performance Schedule" dated TBD

Exhibit D "System Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to

recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

“Contract Price” means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, “Payment” or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

“Deliverables” means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

“Derivative Proprietary Materials” means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

“Effective Date” means that date upon which the last Party executes this Agreement.

“Equipment” means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

“Force Majeure” means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

“Motorola Software” means software that Motorola or its affiliated companies owns.

“Non-Motorola Software” means software that a party other than Motorola or its affiliated companies owns.

“Open Source Software” (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.

“Proprietary Materials” means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

“Services” means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum

and/or SOW.

“Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

“Software License Agreement” means the Motorola Software License Agreement (Exhibit A).

“Software Support Policy” (“SwSP”) means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola’s discretion.

“Solution” means the combination of the System(s) and Services provided by Motorola under this Agreement.

“Solution Data” means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

“Specifications” means the functionality and performance requirements that are described in the Technical and Implementation Documents.

“SUA” or “SUA II” means Motorola’s Software Upgrade Agreement program.

“Subsystem” means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

“System” means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

“System Acceptance” means the Acceptance Tests have been successfully completed.

“System Data” means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

“Warranty Period” for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform

this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through the Motorola Solutions Customer Portal eCommerce Shop, and this Agreement will be the "Underlying Agreement" for those eCommerce transactions rather than the eCommerce Shop Terms and Conditions of Sale. eCommerce Shop registration and other information may be found at https://www.motorolasolutions.com/en_us/registration and the shop support telephone number is (800) 814-0601.

3.5. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License

Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. **PROFESSIONAL AND SUBSCRIPTION SERVICES.** If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. **TOOLS.** All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. **COVENANT NOT TO EMPLOY.** During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found

to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. **CUSTOMER OBLIGATIONS.** If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. **ASSUMPTIONS.** If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. **NON-PRECLUSION.** If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. **PROPRIETARY MATERIALS.** Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. **ADDITIONAL SERVICES.** Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$ 1,024,964.76_____. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:
Name: Bi-State Development Agency – Attn: Rick Farthing _____
Address: 211 N Broadway Ste 700 _____
Phone: St Louis, MO 63102 _____

E-INVOICE. To receive invoices via email:
Customer Account Number: 1012672532 _____
Customer Accounts Payable Email: BS-invoices@dataserv-stl.com _____
Customer CC(optional) Email: rfarthing@metrostlouis.org _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is: Name: _____
Address: _____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):
Name: Bi-State Development _____
Address: 565 Debaliviere Ave, St Louis, MO 63112, Radio Shop: Attn Rick Farthing _____
Phone: 314-982-1400 x2580 _____

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or

Customer changes to load usage or configuration outside the Specifications.

10.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. **SOFTWARE WARRANTY.** Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. **EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. **SERVICE WARRANTY.** During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. **DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS**

AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. **CONFIDENTIALITY.** All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either

Party.

Section 13 DEFAULT AND TERMINATION

13.1. **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. **GENERAL INDEMNITY BY Motorola.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. **GENERAL INDEMNITY BY CUSTOMER.** Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. **PATENT AND COPYRIGHT INFRINGEMENT.**

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer

by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party (“Discloser”) and a receiving party (“Recipient”) under this Agreement. All Deliverables will be deemed to be Motorola’s Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser’s Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser’s written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. PRESERVATION OF MOTOROLA’S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola’s Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created

solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority

to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: Frank Galvin _____

By: _____

Name: _____

Name: _____

Title: Territory Vice President T5S _____

Title: _____

Date: 5/24/22 _____

Date: _____

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Bi-State Development Agency("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software,

the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Communication System and Services Agreement v.2.9.2021

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Communication System and Services Agreement v.2.9.2021

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 **FUTURE REGULATORY REQUIREMENTS.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps

set forth in Section 6 of this Agreement.

**Exhibit B
PAYMENT**

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

- 1. 25% of the Contract Price due upon contract execution (due upon effective date);**
- 2. 60% of the Contract Price due upon shipment of equipment from Staging;**
- 3. 10% of the Contract Price due upon installation of equipment; and**
- 4. 5% of the Contract Price due upon Final Acceptance.**

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

**For Lifecycle Support Plan and Subscription Based Services:
Motorola will invoice Customer annually in advance of each year of the plan.**

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

Levels	Resource Types			
	Project Management	System Engineering	System Technologist	Project Administration
4	\$ 290.00	\$ 300.00	\$ 280.00	\$ 200.00
3	\$ 240.00	\$ 250.00	\$ 240.00	\$ 180.00
2	\$ 220.00	\$ 220.00	\$ 220.00	\$ 170.00
1	\$ 190.00	\$ 210.00	\$ 210.00	\$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at

<https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf>. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

EXHIBIT D

System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

MAINTENANCE, SUPPORT AND LIFECYCLE MANAGEMENT ADDENDUM

The additional ScoutCare maintenance referenced in the pricing section of this proposal will be added as an amendment to the existing Motorola Solutions Service Contract USC00047013 starting on October 1, 2023. Any additional contract terms will be added to the existing contract at the time.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
MODIFYING A CONTRACT WITH MOTOROLA SOLUTIONS FOR
UPGRADE OF EXISTING DISPATCH CONSOLE NETWORKS**

PREAMBLES:

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

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

Whereas, Board Policy Chapter 50.010, Sections G.1. and G.2. require the Board of Commissioners to approve modifications which modify the approved contract cost and extend the contract performance period beyond 180 days; and

Whereas, in 2013, the Agency entered into a sole source contract *13-RFP-5949-DH Communications Systems* with Motorola Solutions, which authorized a capital project budget of \$33 million dollars for the design, procurement and installation of a modern voice and data radio communications network, capable of meeting transit operations/regional transit safety well into the future; and

Whereas, the existing networks cannot be expanded; therefore, they cannot be used in support of the ongoing efforts to improve Public Safety and Security efforts, through the Real Time Camera Center development; and

Whereas, the proposed console network will consolidate and accommodate all of our current and future dispatch requirements, including the Real Time Camera Center expansion; and

Whereas, it is feasible, necessary and in the public interest for the Board of Commissioners to authorize the President & CEO to execute a contract modification with Motorola Solutions to provide the aforementioned console network, services and long-term sustainment plan, in the not-to-exceed amount of \$1,500,000, increasing the total not-to-exceed contract amount to \$14,500,000, in accordance with the terms and conditions described herein.

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

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

Section 2. Approval of the Modification of the Contract. The Board of Commissioners hereby authorizes the President & CEO to execute a contract modification with Motorola Solutions to provide the aforementioned console network, services and long-term sustainment plan, in the not-to-exceed amount of \$1,500,000, increasing the total not-to-exceed contract amount to \$14,500,000, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

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

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

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

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

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

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

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

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 17th day of February, 2023.

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

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

By _____
Title _____

[SEAL]

ATTEST:

By _____
Deputy Secretary to the Board of Commissioners

**Bi-State Development Agency
Board of Commissioners Meeting
Open Session Agenda Item
February 17, 2023**

From: Taulby Roach, President and Chief Executive Officer
Subject: **Contract Modification: 20-SS-126951-CB/DR Public Address/Customer Information System (PA/CIS) Upgrades – Security Announcements Proposal**
Disposition: Approval
Presentation: Charles Stewart, Executive Vice President / Chief Operating Officer - Metro Transit
Thomas Curran, Executive Vice President – Administration
Darren Curry, Assistant Executive Director Transit Assets, VMD

Objective:

To present to the Board of Commissioners for approval, a request to authorize the President & CEO to execute a contract modification with Wabtec, to continue providing design services to add additional functionality for the Real Time Camera Center, Public Safety Dispatch, and MetroLink Operation Control Center associated with Contract 20-RFP-126951-CB/DR Public Address/Customer Information System (PA/CIS) Upgrades.

Background:

Metro's current Advanced Information Management (AIM) SCADA system was developed by Aeronautical Radio, Inc. (ARINC). Wabtec entered into an agreement with ARINC to acquire its Surface Transportation business in June 2022, during the final design phase of the MetroLink Public Address / Customer Information System (PA/CIS) upgrade project. Metro desires to add functionality, which would allow Security the capability to make live announcements to MetroLink platforms from the Real Time Camera Center, located at our Central Facility. Due to the additional requirements of the Real Time Camera Center (RTCC), provision of additional hardware and software elements is necessary. The confidential details of AIM PA/CIS are the intellectual property of Wabtec.

Analysis:

Regulations in FTA Circular 4220.1F allow for the award of a sole source contract if certain conditions are present, including: 1) unique or innovative concepts involving confidential details; 2) patents or restricted data rights; 3) substantial duplication of costs that are not expected to be recovered through competition; and 4) unacceptable delay if another contractor would be hired to produce highly specialized equipment.

On March 20, 2020, Bi-State Development obtained Board approval to enter into a sole source contract with ARINC, in the not-to-exceed amount of \$4,549,415.00. Wabtec's offering fee of \$141,738 to provide additional functionality for security personnel to make announcements at stations equates to a 3.12% increase and is considered fair and reasonable.

Funding Source:

This Project is funded through Federal (Sections 5307 & 5337) and local funding sources.

Previous Action:

The Operations Committee approved this item, as presented, at the January 27, 2023 meeting.

Board Action Requested:

The Operations Committee recommends that the Board of Commissioners approve the request to authorize the President & CEO to execute a contract modification to Bi-State's existing contract with Wabtec for improved functionality for the Public Address/Customer Information System (PA/CIS) for MetroLink, in the not-to-exceed amount of \$141,738, increasing the total not-to-exceed sole source contract amount to \$4,691,153 and extending the contract period of performance from June 30, 2023 to May 5, 2024.

Board Policy 50, Purchasing – Section 50.010 - The Board of Commissioners shall approve Non-Competitive Procurements which exceed \$100,000 and Procurements which exceed the amounts budgeted or otherwise approved by the Board of Commissioners for such project, function or service and G, Contract Modifications – contract extensions in excess of 180 days.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
MODIFYING A CONTRACT WITH WABTEC FOR
INFORMATION SYSTEM UPGRADES**

PREAMBLES:

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

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

Whereas, Board Policy Chapter 50.010, Sections G.1. and G.2. require the Board of Commissioners to approve modifications which modify the approved contract cost and extend the contract performance period beyond 180 days; and

Whereas, regulations in FTA Circular 4220.1F allow for the award of a sole source contract if certain conditions are present, including: 1) unique or innovative concepts involving confidential details; 2) patents or restricted data rights; 3) substantial duplication of costs that are not expected to be recovered through competition; and 4) unacceptable delay if another contractor would be hired to produce highly specialized equipment; and

Whereas, On March 20, 2020, Bi-State Development obtained Board approval to enter into a sole source contract with Aeronautical Radio, Inc. (ARINC), in the not-to-exceed amount of \$4,549,415.00; and

Whereas, Metro’s current Advanced Information Management (AIM) SCADA system was developed by ARINC; and Wabtec entered into an agreement with ARINC to acquire its Surface Transportation business in June 2022, during the final design phase of the MetroLink Public Address / Customer Information System (PA/CIS) upgrade project; and

Whereas, Metro desires to add functionality, which would allow Security the capability to make live announcements to MetroLink platforms from the Real Time Camera Center, located at our Central Facility; however, due to the additional requirements of the Real Time Camera Center (RTCC), provision of additional hardware and software elements is necessary; and

Whereas, Wabtec’s offering fee of \$141,738 to provide additional functionality for security personnel to make announcements at stations equates to a 3.12% increase, and it is considered fair and reasonable; and

Whereas, it is feasible, necessary and in the public interest for the Board of Commissioners to authorize the President & CEO to execute a contract modification to Bi-State’s existing contract with Wabtec for improved functionality for the Public Address/Customer Information System (PA/CIS) for MetroLink, in the not-to-exceed amount of \$141,738, increasing the total not-to-exceed sole source contract amount to \$4,691,153 and extending the contract period of performance from June 30, 2023 to May 5, 2024, in accordance with the terms and conditions described herein.

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

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

Section 2. Approval of the Modification of the Contract. The Board of Commissioners hereby authorizes the President & CEO to execute a contract modification to Bi-State's existing contract with Wabtec for improved functionality for the Public Address/Customer Information System (PA/CIS) for MetroLink, in the not-to-exceed amount of \$141,738, increasing the total not-to-exceed sole source contract amount to \$4,691,153 and extending the contract period of performance from June 30, 2023 to May 5, 2024, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

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

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

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

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

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

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

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

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 17th day of February, 2023.

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

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

By _____
Title _____

[SEAL]

ATTEST:

By _____
Deputy Secretary to the Board of Commissioners

From: Taulby Roach, President and Chief Executive Officer
Subject: **Contract Award - Electronic Fare Collection System**
Disposition: Approval
Presentation: Thomas Curran, Executive Vice President of Administration

Objective:

To present to the Board of Commissioners for approval, a request for authorization to enter into a contract with Masabi for an electronic fare collection system.

Background:

Bi-State Development issued a request for proposals for an electronic fare collecting system on January 14, 2021. The request sought vendor proposals for an account-based electronic fare collection system through a cloud-hosted platform that would work with smart cards, paper barcodes and contactless credit cards. The RFP also asked for a customer-facing web portal, integration with mobile ticketing, and bus/light rail validators.

Ten proposals were received and forwarded to an evaluation committee for scoring in April 2021, and four finalist firms were invited to give presentations. In May 2021, the Operations Committee was presented with a request to pre-approve the highest ranking firm, even though a final recommendation had not yet been made by staff. Commissioners had questions regarding the proposed e-faring system with regard to cost and how the new collection proposal would fit into the total system. As a result, a motion to table the recommendation from staff was approved, to allow for further discussion.

In order to obtain outside expertise and an objective review of our efforts to date, Bi-State issued solicitation *22-RFP342190-TJL- Fare Collection Program Consultant* on June 25, 2022, and Consult Hyperion was selected to assist in developing a new fare collection system for Bi-State. The modernized system will tie into the Secure Platform Plan (SPP), which is dependent upon an updated fare system to open the planned gates at all MetroLink stations.

Consult Hyperion completed its analysis of the 2021 RFP process late last year, and an informational briefing paper was presented to the Board of Commissioners on November 18, 2022. Consult Hyperion recommended that Bi-State complete the electronic faring RFP process that it began in 2021, by awarding Masabi with a contract to provide an electronic fare collection system, including back end/back office support and validators for bus and light rail. Contracts for ticket vending machines and fareboxes for buses will be competitively awarded at a future date, once the electronic fare collection system is in place.

Analysis:

In order to move forward in a timely manner with a modern fare collection system that will allow the SPP program to be a success, Consult Hyperion has affirmed that an Account-based system offered through a Software-as-a-Service (SaaS) model is the best solution that will fulfill Bi-State's needs.

Account-based solution: Today's standard fare collection system is account based, in which a central back end software system controls the entire process. The old fare collection model of a card-based system is no longer useful. In that model, the validators contained all of the information for the system. Validators had to hold all of the fare rules, and then read/write data back to the card. The card held the value for the rider.

With improved network capabilities, account-based systems are the new standard. The central back end software system contains all of the fare rules and keeps a record of all account values. The fare media is now just a token or credential that can take many different shapes, such as a smart card, mobile phone, physical ticket or smart watch.

Under the *Software-as-a-Service model*, the vendor only supplies a limited portion of the fare collection system, and the transit agency can select its preferred supplier for other parts of the system like ticket vending machines (TVMs) and fareboxes. The SaaS provider must simply offer the TVM and farebox suppliers its application programming interfaces (APIs), and any number of vendors can interact with the system. The agency has the flexibility to pick the best-in-class supplier that offers the products that fit their needs.

Consult Hyperion's review of last year's recommended vendor, Masabi, and the three other finalists from whom best and final offers were received, showed that Masabi's proposal met 94.9% of Bi-State's requirements. The exceptions in the proposal have been deemed reasonable, and their phased approach was described as "well thought out". Masabi's central back end, the *Hub*, is a mature platform with financial reporting, customer reporting and asset monitoring, all in one tool. Masabi's responses to the Software-as-a-Service questionnaire provide assurances that their system is well supported and meets Payment Card Industry (PCI) compliance.

Consult Hyperion will continue working on the next tasks of the Fare Collection Program scope of work, including a Request for Information (RFI) for new fare equipment, a Request for Proposals (RFP) for TVMs and fareboxes, technical support for fare equipment replacement and integration, revenue process security, and project management. The Fare Collection Program is scheduled to conclude at the same time as the Safe Platform Plan.

Funding:

The cost of the electronic faring system is projected to be \$4,000,000.00, which includes \$2,169,125.79 in capital expenses and three years of support, maintenance and transaction fees. Funding for this project will be provided through Section 5307 formula funds, Proposition M and the St. Clair County Transit District.

Previous Action:

The Operations Committee approved this item, as presented, at the January 27, 2023 meeting.

Board Action Requested:

The Operations Committee recommends that the Board of Commissioners approve an authorization for the President & CEO to enter into a three-year contract with Masabi for the provision of an electronic fare collection system, in the not-to-exceed amount of \$4,000,000.00.

Attachments:

- Masabi Proposal Fact Sheet
- Masabi Operational Costs and Fees

Board Policy Chapter 50.010 E., Purchasing, requires the Board of Commissioners to approve competitive negotiated procurements which exceed \$500,000.

MASABI PROPOSAL FACT SHEET

21-RFP-181974 CG – Electronic Fare Collecting System

Bus Validators – 410 On-Board Bus Validators Plus 50 Spares (460 Total)

Light Rail Platform Validators – 178 Platform Validators Plus 5 Spares (183 Total)

On-Board Bus Validator



Justride Platform Validator

PRICING BREAKDOWN	Capital Expenses	Year 1	Year 2	Year 3
Project Management Structure (Program Manager, Lead Engineer, Project Manager, Product Manager, Developer, Quality Analyst, Support Engineer, Brand Manager, Training Consultant, Discount for Existing Mobile Deployment)	\$162,300.00			
Integrations & Configuration (including GTFS-RT AVL Integration)	\$25,400.00			
Electronic Validation (410 JRV's and 50 spares for buses; 178 PJRV's and 5 spares)	\$1,483,988.00			
Validation Hardware Installation	\$416,802.00			
Riders Fare Media (smart card 200 test and 10,000 initial stock)	\$43,280.00			
<i>Rider Adoption Assumption</i>		25%	50%	60%
Transaction Fees		\$279,901.36	\$559,802.71	\$671,762.86
Maintenance and Support		\$93,504.00	\$93,504.00	\$93,504.00
Subtotals	\$2,131,770.00			
Cost Proposal Total				\$3,923,748.93
Optional Items				
cEMV Deployment	\$37,355.79	\$20,580.00	\$41,160.00	\$49,392.00
<p>GTFS-RT - General Transit Feed Specification <u>Realtime</u> is a data specification that allows public transit agencies to publish their transit data in a format that can be consumed by a wide variety of software applications</p>				
JRV - Masabi's Justride Validator				
PJRV - Masabi's Platform Justride Validator				
AVL - Automatic Vehicle Location systems report vehicle information such as location, speed, and stops.				
cEMV - Contactless Europay, Mastercard, Visa payment system				

MASABI OPERATIONAL COSTS - MAINTENANCE/SUPPORT AND TRANSACTION FEES

Operational Costs					
Fixed Fees	Fees	Number of Devices	Year 1	Year 2	Year 3
Justride Inspect Embedded (per validation device and year)	\$108.00	588.00	\$63,504.00	\$63,504.00	\$63,504.00
	Fees	Months	Year 1	Year 2	Year 3
Transit App Support Fee (monthly)	\$2,500.00	12	\$30,000.00	\$30,000.00	\$30,000.00
Transaction Fees					
Annual Fare Revenue					
2019 Fare Revenue (NTD Data)	\$38,395,238				
90% Recovery from 2019	\$34,555,714				
			Year 1	Year 2	Year 3
Annual Estimated Adoption			25%	50%	60%
Effective Revenue based on Adoption			\$8,638,929	\$17,277,857	\$20,733,429
Revenue Share Calculation					
		Revenue Share %	Year 1	Year 2	Year 3
Vendor Revenue Share (Product Purchase) (30% of fares)		1.99%	\$51,574	\$103,149	\$123,779
Vendor Revenue Share (Account Load to Balance) (70% of fares)		0.50%	\$30,236	\$60,472	\$72,567
Vendor Revenue Share (On Use) (70% of fares)		1.99%	\$120,340	\$240,681	\$288,817
			\$202,151	\$404,302	\$485,162
Payment Processing Costs					
Number of Transactions		Cost per Transaction	2,591,678.57	5,183,357.13	6,220,028.56
Cybersource Gateway Fee (per transaction)		\$0.03	\$77,750.36	\$155,500.71	\$186,600.86
Note: Cybersource connecting to Elavon, so Bi-State Development Agency would need to pay for the Gateway fee to Cybersource, and the rest of the fees would be payable to Elavon under their existing contract.					
Estimated Operational Costs			Year 1	Year 2	Year 3
			\$373,405.29	\$653,306.57	\$765,267.08

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
AWARDING A CONTRACT TO MASABI FOR PROVISION OF AN
ELECTRONIC FARE COLLECTION SYSTEM**

PREAMBLES:

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

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

Whereas, Board Policy Chapter 50.010 E., Purchasing, requires the Board of Commissioners to approve competitive negotiated procurements which exceed \$500,000; and

Whereas, the Agency issued a request for proposals for an electronic fare collecting system on January 14, 2021, seeking vendor proposals for an account-based electronic fare collection system through a cloud-hosted platform that would work with smart cards, paper barcodes and contactless credit cards. The RFP also asked for a customer-facing web portal, integration with mobile ticketing, and bus/light rail validators; and

Whereas, in May 2021, the Operations Committee was presented with a request to pre-approve the highest ranking firm, even though a final recommendation had not yet been made by staff; however, the Board motioned to table the item to allow for further discussion; and

Whereas, in order to obtain outside expertise and an objective review of our efforts to date, Bi-State issued solicitation 22-RFP342190-TJL- Fare Collection Program Consultant on June 25, 2022, and Consult Hyperion was selected to assist in developing a new fare collection system; and

Whereas, Consult Hyperion completed its analysis of the 2021 RFP process late last year, and has recommended that Bi-State complete the electronic faring RFP process that it began in 2021, by awarding Masabi with a contract to provide an electronic fare collection system, including back end/back office support and validators for bus and light rail; and

Whereas, it is feasible, necessary and in the public interest for the Board of Commissioners to authorize the President & CEO to enter into a three-year contract with Masabi, for the provision of an electronic fare collection system, in the not-to-exceed amount of \$4,000,000.00, in accordance with the terms and conditions described herein.

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

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

Section 2. Approval of the Contract. The Board of Commissioners hereby authorizes the President & CEO to enter into a three-year contract with Masabi for the provision of an electronic fare collection system, in the not-to-exceed amount of \$4,000,000.00, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

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

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

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

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

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

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

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

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 17th day of February, 2023.

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

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

By _____
Title _____

[SEAL]

ATTEST:

By _____
Deputy Secretary to the Board of Commissioners

**Bi-State Development Agency
Board of Commissioners Meeting
Open Session Agenda Item
February 17, 2023**

From: Taulby Roach, President and Chief Executive Office
Subject: **Contract Approval – Compensation Study**
Disposition: Approval
Presentation: Diana R. Bentz, EVP of Organizational Effectiveness, CHRO

Objective:

To present to the Board of Commissioners for approval, a request to authorize the President & CEO to endorse a contract with John H. Burnett and Associates, Inc., aimed at re-evaluating our management structures, pay rate scaling, and compensation levels. This will allow BSD to stay competitive in this dynamic talent market.

Background:

Per Board Policy 70.202 Compensation, Section A, Talent Management is required to conduct a formal compensation study every three years. The last formal study was conducted in 2020.

Board Policy:

Board Policy 70.020 Compensation, Section A applies. This policy states:

- A. It is the policy of the Agency to maintain a compensation package, including both salary and benefits, to attract and retain outstanding employees. As a matter of routine, on an annual basis, the Talent Management Department will monitor, review and make recommendations concerning the Agency's compensation package. At least once every three years, the Talent Management Department will conduct a formal study, utilizing professional services as required, and prepare recommendations for Board approval. The recommended compensation structure will be based upon industry and applicable labor market comparisons, as well as the Agency's financial condition. Management must use qualifications and performance as the basis for compensation decisions related to hiring, promotion, transfer, demotion, advancement within the range or other internal personnel movements. In addition, the Board establishes the contractual and compensation arrangements for the President & CEO, and Chief Audit Executive.

Funding Source:

This project is funded through operating funding.

Analysis:

There are many consulting groups who can conduct a compensation study or review. This entails using either a point-factor assessment or market rate comparisons, resulting in updates to the salary structure and to the minimum, midpoint, and maximum for each salary band or grade.

Prior to 2019, we used a point-factor assessment model. This had been in place for several years. The pros of this process is that it is relatively easy to utilize and after the system is set up, the cost is significantly reduced. The cons of this process is that it focuses on internal information only, resulting in data that is subjective and/or not in sync with going rates in the market.

Starting 2019, the Agency switched to a market rate comparison. This is generally effective and removes subjectivity. The pros of this process is that the data comes from valid sources and better aligns compensation approaches with values in the market. The cons of this process are that it is often challenging to find an appropriate job match in the market, especially in our business. It also reduces management buy-in on the final job hierarchy, and can be quite expensive over time.

In an effort to have a more effective and robust compensation study process, and one that gains more buy-in and support, we are proposing a process that combines internal knowledge of jobs with market rate or external data. Ideally, the process would involve management as well. We have found a consulting company, John H. Burnett and Associates, Inc. This consulting firm has a process that reduces bias and subjectivity, is inclusive and transparent, and considers both internal and external data. This process goes one step further by linking compensation to what is valued in the organization and to business strategy.

John H. Burnett and Associates have compensation study model and software that was created by them, and they maintain sole ownership. The process is called Multiple Ranking Technology or MRTSM. Because this is a unique service and software, this request is made as a Sole Source vs. issuing an open solicitation. John H. Burnett and Associates' main clients are other consulting firms, such as Mercer. These firms work with John H. Burnett and Associates to utilize MRTSM for their clients.

The fee for this service is estimated to be between \$194,800 - \$207,700. In comparison, should we go through a competitor for MRTSM, such as Mercer, the fee would be closer to \$700,000. The fee includes consulting, materials development, quality control checks, and project coordination. The deliverables include composite ranking solutions, a job value hierarchy, a market adjustment table showing relative market benchmarks, a proposed grade structure, and a review of, and edits to, employee communications throughout the project. Additionally, the consultants will work with staff to ensure processes are in place for maintenance of the new salary structure and job value hierarchy, until such point the next compensation study occurs. This will result in a potential savings of up to \$60,000 per year based on current market rate reviews conducted externally.

Previous Action:

The Audit, Finance and Administration Committee approved this item, as presented, at the January 27, 2023 meeting.

Board Action Requested:

The Audit, Finance, and Administration Committee recommends that the Board of Commissioners approve the request to authorize the President & CEO to approve a Statement of Work/Contract with John H. Burnett and Associates, Inc., in an amount not to exceed \$207,700. This project would begin upon approval and end within approximately 90 days.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI - ILLINOIS METROPOLITAN DISTRICT
AWARDING A CONTRACT TO JOHN H. BURNETT AND ASSOCIATES, INC.
FOR RE-EVALUATION OF THE AGENCY’S MANAGEMENT STRUCTURES
PAY RATE SCALING AND COMPENSATION LEVELS**

PREAMBLES:

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

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

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

Whereas, funding is provided through the Agency’s Operating Budget; and

Whereas, per Board Policy 70.202 Compensation, Section A, Talent Management is required to conduct a formal compensation study every three years, and the last formal study was conducted in 2020; and

Whereas, in an effort to have a more effective and robust compensation study process, and one that gains more buy-in and support, management is proposing a process that combines internal knowledge of jobs with market rate or external data; and

Whereas, John H. Burnett and Associates, Inc. have a compensation study model and software called Multiple Ranking Technology or MRTSM; and because this is a unique service and software, this request is made as a Sole Source versus issuing an open solicitation; and

Whereas, it is feasible, necessary and in the public interest for the Agency to authorize the President & CEO to approve a Statement of Work/Contract with John H. Burnett and Associates, Inc., for a compensation study, in an amount not to exceed \$207,700, in accordance with the terms and conditions described herein.

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

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

Section 2. Approval of the Sole Source Contract. The Board of Commissioners hereby authorizes the President & CEO to approve a Statement of Work/Contract with John H. Burnett and Associates, Inc., for a compensation study, in an amount not to exceed \$207,700, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

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

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

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

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

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

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

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

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 17th day of February, 2023.

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

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

By _____
Title _____

[SEAL]

ATTEST:

By _____
Deputy Secretary to the Board of Commissioners

Resolution #1253
Bi-State Development Agency Board of Commissioners
February 17, 2023
Contract for Compensation Study – John H. Burnett & Associates
Page 2

**Bi-State Development Agency
Board of Commissioners Meeting
Open Session Agenda Item
February 17, 2023**

From: Taulby Roach, President and Chief Executive Officer
Subject: **Bi-State Development Operating and Capital Budget**
Disposition: Approval
Presentation: Tammy Fulbright, Executive Vice President and Chief Financial Officer

Objective:

To present to the Board of Commissioners for approval:

- The Bi-State Development FY 2024 Operating Budget;
- The Bi-State Development FY 2024 – FY 2026 Capital Budget;
- The three-year Transportation Improvement Plan;
- Grant resolutions required to apply for federal and state funding necessary to support the Bi-State Development’s projects and programs; and
- Authorization of management to seek grants and/or appropriations from federal programs, the City of St. Louis, St. Louis County, and the states of Missouri and Illinois.

Funding Source:

The funding source for the Bi-State Development’s Operating and Capital Budget includes operating revenue of each entity, local, state and federal sources.

Background:

The attached document presents the Bi-State Development’s Operating and Capital Budget.

Analysis:

Bi-State Development has developed the Operating and Capital Budget, taking into account current economic conditions and conservatively estimating revenue, expense, and capital replacement and rehabilitation needs. The Bi-State Development Operating and Capital Budget, as presented, is supportive of the mission and vision statements.

Previous Action:

The Audit, Finance and Administration Committee approved this item, as presented, at the January 27, 2023 meeting.

Board Action Requested:

The Audit, Finance and Administration Committee recommends that the Board of Commissioners approve the FY 2024 Operating Budget, the FY 2024 – FY 2026 Capital Budget, the three-year Transportation Improvement Plan, Grant resolutions required to apply for federal and state funding necessary to support the Bi-State Development’s projects and programs, and authorize management to seek grants and/or appropriations from federal programs, the City of St. Louis, St. Louis County, and the states of Missouri and Illinois, as presented.

Attachments:

- Executive Summary - Bi-State Development Operating and Capital Budget
- Budget Presentation



BI-STATE
DEVELOPMENT

2024
FISCAL
YEAR



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Operating & Capital Budget

Executive Summary



GOVERNMENT FINANCE OFFICERS ASSOCIATION

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**Bi-State Development Agency
Missouri**

For the Fiscal Year Beginning

July 01, 2022

Christopher P. Morrill

Executive Director

The Certificate of Recognition for Budget Preparation is presented by the Government Finance Officers Association to those individuals who have been instrumental in their government unit achieving a Distinguished Budget Presentation Award. The Distinguished Budget Presentation Award, which is the highest award in governmental budgeting, is presented to those government units whose budgets are judged to adhere to program standards

Table of Contents

BSD Operating Budget - The Message

Message from the President and Chief Executive Officer	
Financial Direction	1

BSD Operating Budget - The Numbers

Statement of Revenue & Expense

Combining by Enterprise & Self Insurance Fund	3
Combined Consolidated Statement	4
Metro Transit	6
Gateway Arch	20
Riverfront Attractions	21
St. Louis Downtown Airport	22
St. Louis Regional Freightway	23
Executive Services	24
Health Self-Insurance Fund	27
Casualty Self-Insurance Fund	28
Workers' Compensation Self-Insurance Fund	29
Non-Profit Arts in Transit, Inc.	30

Operating Expense by Department

Metro Transit	8
Executive Services	25
Grant, Sales Tax & Contractural Revenue	7
Personnel	5

BSD Operating Budget - The Analysis

Metro Transit	31
Gateway Arch	37
Riverfront Attractions	40
St. Louis Downtown Airport	43
St. Louis Regional Freightway	46
Executive Services	48
Health Self-Insurance Fund	50
Casualty Self-Insurance Fund	51
Workers' Compensation Self-Insurance Fund	52
Non-Profit Arts in Transit, Inc.	53

BSD Capital Budget

Metro Transit	54
Riverboats at the Gateway Arch	70
St. Louis Downtown Airport	71

Metro Transit Improvement Plan

TIP Assumptions	72
TIP Three Year Financial Summary	75



BI-STATE
DEVELOPMENT

November 18, 2022

Message from the President and Chief Executive Officer

It is my pleasure to present to the Board of Commissioners, for approval, the Bi-State Development Agency of the Missouri-Illinois Metropolitan District Fiscal Year (FY) 2024 Operating and Capital Budget. This document includes the federally required three-year Transportation Improvement Program, which identifies operating and capital resources necessary to serve our regional stakeholders and meet the St. Louis metropolitan area's transportation requirements.

In September, the Board approved new initiatives and incentives package to help with the critical need of attracting and retaining team members. The \$2.6 million package included more benefits and wellness offerings such as paid parental leave and subsidies for child care or elder care, new learning opportunities and career development options, as well as tuition reimbursement and student loan subsidies, and free transit passes for employee family members. It also provides support for the establishment of a Wellness and Advocacy Center to assist team members navigating their health benefits and improve access to wellness information.

Several additional initiatives are being launched in 2023 to promote a more positive and inclusive team. Anti-bias and anti-racism training for managers and team members will be implemented early in the calendar year. This training is designed to promote diversity, equity, and inclusion throughout our organization. An app is being launched to better connect all team members with an up-to-date source of information, announcements and two-way communication, regardless of their work location. These initiatives are designed to improve team member engagement.

The FY2024 Metro Transit operating budget includes a continued commitment of financial resources to our key safety and security initiative. The Secure Platform Plan design phase is underway. This important security project encompasses gates, fencing, and cameras for all 38 MetroLink stations throughout the region. This project is a great example of the public and private sector working together in partnership. Private organizations have stepped up and committed \$10.4 million in support for this regionally significant project, which is also receiving financial support from St. Louis County, the City of St. Louis, and St. Clair County Transit District. Federal COVID-19 relief funds apportioned to Bi-State Development will also provide financial support.

We are currently working with our union partners, Amalgamated Transit Union (ATU) and the International Brotherhood of Electrical Workers (IBEW), to negotiate new contracts for our represented team members.

Visitation at the Gateway Arch National Park continues to rebound with approximately 75,000 visitors taking the tram ride to the top of the Arch in June 2022. This is the highest monthly count since the pandemic. In August, 2021, Bi-State Development closed on the Series 2021 Taxable Arch Tram Refunding Bonds, which refunded the Arch Series 2014 Bonds. This refunding provides a savings of approximately \$30,000 annually in debt service with the new bonds maturing December 2044.

The Riverboats at the Gateway Arch and the public-use heliport provide a complete riverfront destination for locals and tourists. Ending FY 2022, this enterprise enjoyed its best financial year in more than a decade, with income before depreciation of \$914,000 and recording more than 130,000 guests on its various cruises.

St. Louis Downtown Airport continues to market its services and real estate as a way to increase its economic impact in the St. Louis region. In June 2022, the airport hosted approximately 40 chartered aircraft operations during the inaugural NASCAR Enjoy Illinois 300 Cup Series at the World Wide Technology Raceway.

The St. Louis Regional Freightway provides assistance to manufacturing companies, logistics, and multi-modal freight transportation companies, and their service providers. It coordinates regional freight development efforts, tightly connecting the private and public sector. FreightWeekSTL 2022 offered insightful discussions on innovation and partnerships making national and global freight movement efficient.

The FY 2024 Operating and Capital budget continues a direction of fiscal responsibility and a focus on the long-term financial health of the organization. Following approval by the Bi-State Development Board of Commissioners, the FY 2024 Operating and Capital Budget will continue through the review and approval process, which includes the St. Louis County Public Transportation Commission before advancing to the County Executive in St. Louis County, and the Ways and Means Committee of the Board of Aldermen in the City of St. Louis.

Bi-State Development's Transportation Improvement Program will be incorporated into the region's list of transportation priorities and projects eligible for federal financial assistance, generated by the East-West Gateway Council of Governments, the Metropolitan Planning Organization.

At Bi-State Development, we are committed toward improving the quality of life in the St. Louis region by delivering excellent public services and dynamic regional solutions. We continually seek actions, measures, and innovations to improve and optimize the financial health of Bi-State Development and help future generations of this great region thrive.



Taulby A. Roach
President and Chief Executive Officer

Financial Direction

Fiscal responsibility is a Bi-State Development (BSD) core value and is significantly important to BSD's mission of improving the quality of life in the St. Louis region by delivering excellent public services and dynamic regional solutions. We are One BSD inclusive of Metro Transit, Gateway Arch and Riverfront, St. Louis Downtown Airport, and the St. Louis Regional Freightway.

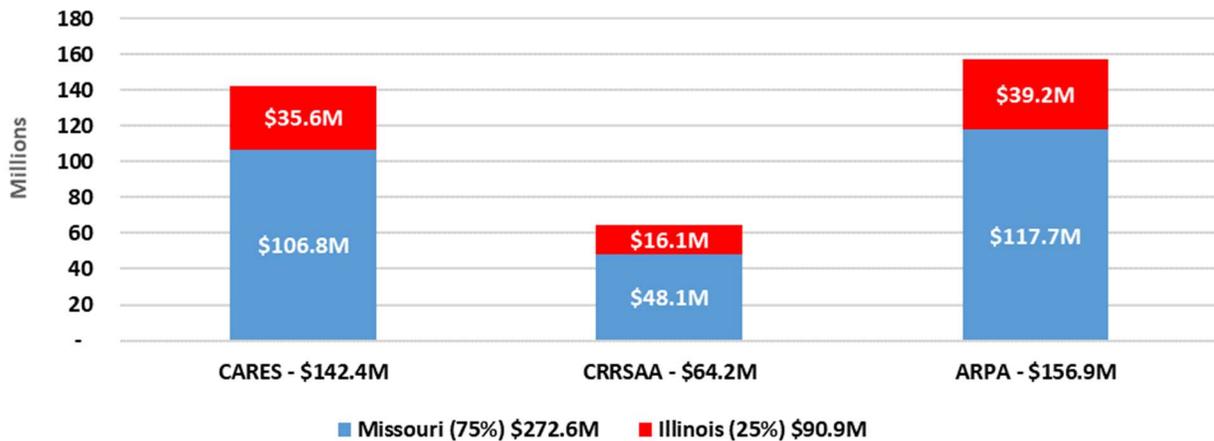
BSD is focused on adding value and the transparent and faithful stewardship of funding entrusted to our organization. We continue to work to add efficiencies through system and process improvements and revenue enhancement through new grant opportunities. Our Secure Platform Project is underway, focused on secure access control inclusive of gates, fencing and cameras, and a new fare collection system. For FY 2024, the current Transit projected revenue is \$340,050,883. This includes approximately \$22.1 million in passenger revenue. Our budget includes sales tax revenues from St. Louis County and St. Louis City. St. Clair County contract revenue is based on hours of services requested.

The federal government responded to the COVID pandemic quickly and through the Federal Transit Administration (FTA) awarded a total of \$363.5 million dollars of federal relief funds through three separate legislative acts based on the 5307 FTA formula to be used exclusively for transit. BSD established an allocation to create an equitable disposition of funds based on the percentage of BSD operating expenditures from each state, which results in a split of 75% Missouri and 25% Illinois. The federal stimulus funds are unique when compared to traditional FTA grant funds. These funds do not require a local match and offer a greater flexibility for operating expenses. The FTA monitors and audits the expenditure of these funds. The chart below includes the break down of funding by federal award and allocation by state.

Federal COVID Relief Funds

\$363.5 Million

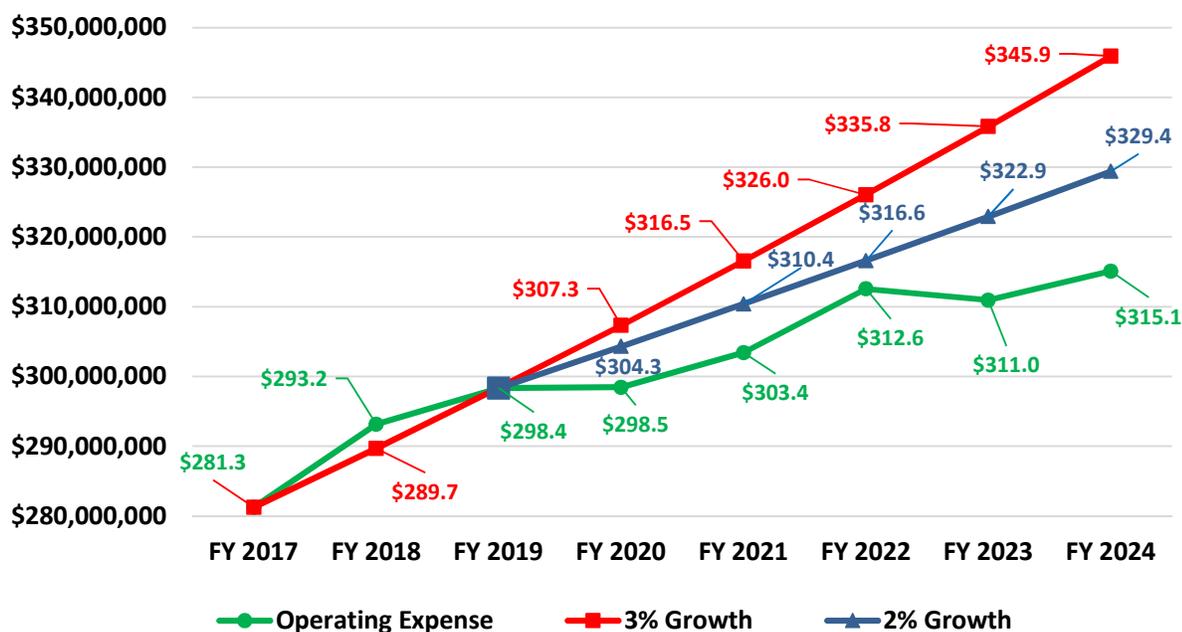
CARES - Coronavirus Aid Relief & Economic Security Act
 CRRSAA - Coronavirus Response & Relief Supplemental Appropriations Act
 ARPA - America Rescue Plan Act



Our financial plan is to bring in all COVID Relief Funds by June 30, 2024. We will continue to gradually use COVID relief funds as needed to supplement sales tax and passenger revenue. Through FY 2024, we project to expend \$216.3 million of these relief funds, and the remaining balance will provide sustainability and support for transit capital projects in future years.

Transit projected operating costs for FY 2024 are \$315,093,748. This is an increase of 1.3% percent from the prior year budgeted operating costs of \$310,959,903. A financially strong President and Chief Executive Officer continues a direction of fiscal responsibility and controlled costs. Through that direction and the diligent work of team members, a more financially astute team allows for a budgeted average growth rate of 1.11% over the last 5 years, compared to the 3% average budgeted growth experienced in the previous decade. The chart below denotes a 5-year average growth rate of 1.11% compared to a 2% and 3% growth rate.

Metro Transit Cost Stabilization 5-Year Average Annual Growth Rate 1.11%





STRATEGIC
PLAN

Combining Statement of Revenue and Expense (By Enterprise)

	Metro Transit	Gateway Arch	Riverfront Attractions	St. Louis Downtown Airport	St. Louis Regional Freightway	Executive Services	Health Self-Insurance Fund	Casualty Self-Insurance Fund	Workers Comp Self-Insurance Fund	Arts In Transit	Total	Eliminations	Total After Eliminations
Passenger revenue	\$ 22,067,259	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,067,259	\$ -	\$ 22,067,259
Paratransit contract	1,374,675	-	-	-	-	-	-	-	-	-	1,374,675	-	1,374,675
Other operating revenue	3,942,451	22,200	145,560	190,200	-	-	-	-	-	-	4,300,411	(25,000)	4,275,411
Agency operating revenue	-	-	-	-	-	4,641,249	-	-	-	-	4,641,249	(4,313,592)	327,657
Arch ticket sales	-	8,742,098	-	-	-	-	-	-	-	-	8,742,098	-	8,742,098
Service/fee revenue	-	422,353	-	-	-	-	-	-	-	-	422,353	-	422,353
Sales discounts revenue	-	(13,113)	-	-	-	-	-	-	-	-	(13,113)	-	(13,113)
Not-for-profit (NFP) revenue	-	-	-	-	-	-	-	-	-	51,950	51,950	(51,950)	-
Regional freight fees	-	-	-	-	400,000	-	-	-	-	-	400,000	-	400,000
Aircraft parking	-	-	-	140,599	-	-	-	-	-	-	140,599	-	140,599
Leased acreage	-	-	-	840,912	-	-	-	-	-	-	840,912	-	840,912
Hangar rental	-	-	-	589,596	-	-	-	-	-	-	589,596	-	589,596
Aviation sale flowage fee	-	-	-	137,496	-	-	-	-	-	-	137,496	-	137,496
Airport concessions	-	-	-	116,448	-	-	-	-	-	-	116,448	-	116,448
Cruise revenue	-	-	2,661,425	-	-	-	-	-	-	-	2,661,425	-	2,661,425
Food and beverage revenue	-	-	951,105	-	-	-	-	-	-	-	951,105	-	951,105
Retail revenue	-	-	109,888	-	-	-	-	-	-	-	109,888	-	109,888
Employee health	-	-	-	-	-	-	6,817,968	-	-	-	6,817,968	-	6,817,968
Employer health	-	-	-	-	-	-	32,571,409	-	-	-	32,571,409	(32,741,409)	(170,000)
ISF-Casualty insurance revenue	-	-	-	-	-	-	-	3,816,405	-	-	3,816,405	(3,816,405)	-
ISF-Workers comp revenue	-	-	-	-	-	-	-	-	6,820,672	-	6,820,672	(6,820,672)	-
Total operating revenues	27,384,385	9,173,538	3,867,978	2,015,251	400,000	4,641,249	39,389,377	3,816,405	6,820,672	51,950	97,560,805	(47,769,028)	49,791,777
Total grants & assistance	298,006,215	-	-	135,000	-	-	-	-	-	-	298,141,215	-	298,141,215
Interest revenue	13,557,005	433,187	-	-	-	8,812,500	-	-	-	-	22,802,693	-	22,802,693
Pass through grant revenue	1,103,278	-	-	-	-	-	-	-	-	-	1,103,278	-	1,103,278
Total revenues	340,050,883	9,606,725	3,867,978	2,150,251	400,000	13,453,749	39,389,377	3,816,405	6,820,672	51,950	419,607,991	(47,769,028)	371,838,963
Wages and benefits	197,140,468	2,994,867	1,661,903	1,060,130	139,523	2,879,167	891,227	132,203	153,944	-	207,053,433	4,450	207,057,883
Services	56,694,869	2,419,085	600,939	193,628	325,000	1,411,588	523,440	402,000	356,500	50,000	62,977,049	(50,000)	62,927,049
Fuel, materials and supplies	34,027,232	691,296	785,595	86,116	3,500	24,697	27,730	-	-	1,700	35,647,866	(6,000)	35,641,866
Casualty and liability costs	8,274,174	30,525	265,852	146,135	-	-	-	4,022,000	281,000	-	13,019,685	(4,022,000)	8,997,685
Utilities	8,829,590	136,324	86,225	209,508	-	3,250	4,560	-	-	-	9,269,457	(650)	9,268,807
Leases, other and admin. charges	10,127,415	1,774,748	206,795	181,997	36,000	532,146	128,635	600	401,500	250	13,390,086	(4,338,342)	9,051,744
Health and welfare self-insurance	-	-	-	-	-	-	37,812,985	-	-	-	37,812,985	(32,741,409)	5,071,576
Casualty self-insurance	-	-	-	-	-	-	-	3,001,000	-	-	3,001,000	205,595	3,206,595
Workers comp self-insurance	-	-	-	-	-	-	-	-	6,800,000	-	6,800,000	(6,820,672)	(20,672)
Total operating expenses	315,093,748	8,046,845	3,607,309	1,877,513	504,023	4,850,848	39,388,577	7,557,803	7,992,944	51,950	388,971,561	(47,769,028)	341,202,533
Interest expense	22,534,683	173,893	-	-	-	-	-	-	-	-	22,708,576	-	22,708,576
Contributions to outside entities	2,437,962	160,000	-	-	-	-	800	-	-	-	2,598,762	-	2,598,762
Pass through grant expense	1,103,278	-	-	-	-	-	-	-	-	-	1,103,278	-	1,103,278
Other non-operating expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Total expenses	341,169,671	8,380,739	3,607,309	1,877,513	504,023	4,850,848	39,389,377	7,557,803	7,992,944	51,950	415,382,178	(47,769,028)	367,613,149
Net income (deficit) before depreciation and transfers	(1,118,788)	1,225,987	260,669	272,738	(104,023)	8,602,901	-	(3,741,398)	(1,172,272)	-	4,225,814	-	4,225,814
Depreciation and amortization	71,537,899	-	255,010	1,260,175	-	-	-	-	-	-	73,053,084	-	73,053,084
Net transfers	4,913,670	-	-	-	-	-	-	(3,741,398)	(1,172,272)	-	-	-	-
Net income (deficit)	\$ (77,570,357)	\$ 1,225,987	\$ 5,659	\$ (987,437)	\$ (104,023)	\$ 8,602,901	\$ -	\$ -	\$ -	\$ -	\$ (68,827,270)	\$ -	\$ (68,827,270)

Numbers may not sum due to rounding.

Bi-State Development Combined Statement of Revenue & Expense

	Actual 2022	Budget 2023	Budget 2024	\$ Change	% Change
Operating Revenue:					
Passenger and service revenue	\$ 36,178,752	\$ 36,787,543	\$ 41,432,315	\$ 4,644,772	
Other	6,047,201	7,060,384	6,102,036	(958,348)	
Charges for services	51,200,989	52,141,202	50,026,454	(2,114,748)	
Total operating revenues	93,426,942	95,989,129	97,560,805	1,571,676	1.6%
State and local	247,866,390	260,414,328	270,191,215	9,776,887	
Federal	91,752,262	39,249,606	27,950,000	(11,299,606)	
Total Grants & Contractural Revenue	339,618,652	299,663,934	298,141,215	(1,522,719)	-0.5%
Non-Operating Revenue:					
Interest Revenue	9,068,248	9,759,554	22,802,693	13,043,139	
Other non-operating revenue	439,267	847,145	1,103,278	256,133	
Total Non-Operating Revenue	9,507,515	10,606,699	23,905,971	13,299,272	125.4%
Total revenues	442,553,109	406,259,762	419,607,991	13,348,229	3.3%
Intercompany revenue eliminations	(48,072,079)	(49,660,429)	(47,769,028)	1,891,401	
Total revenue less eliminations	394,481,030	356,599,333	371,838,963	15,239,630	4.3%
Operating Expense:					
Wages and benefits	187,162,580	216,710,722	207,053,434	(9,657,288)	
Services	50,251,670	51,564,009	62,977,049	11,413,040	
Fuel and lubricants	6,657,547	9,428,372	9,906,437	478,065	
Parts and supplies	19,516,741	24,809,892	25,741,428	931,536	
Casualty and liability costs	10,501,494	14,992,188	13,019,685	(1,972,503)	
Interfund administrative charges	3,882,682	4,901,797	4,313,597	(588,200)	
Utilities	8,372,272	8,769,792	9,269,457	499,665	
Leases and other expenses	5,353,613	6,375,532	9,076,489	2,700,957	
Health self-insurance claims	37,061,650	40,158,057	37,812,985	(2,345,072)	
Casualty & Work comp self ins. claims	8,659,253	9,403,904	9,801,000	397,096	
Total operating expenses	337,419,502	387,114,265	388,971,561	1,857,296	0.5%
Non-Operating Expense:					
Interest expense	20,719,906	22,011,916	22,708,576	696,660	
Contributions to outside entities	1,541,541	1,340,796	2,598,762	1,257,966	
Other non-operating expense	1,045,674	1,369,590	1,103,278	(266,312)	
Total Non-Operating Expense	23,307,120	24,722,302	26,410,616	1,688,314	6.8%
Total expenses	360,726,622	411,836,567	415,382,177	3,545,610	0.9%
Intercompany expense eliminations	(48,072,079)	(49,660,429)	(47,769,028)	1,891,401	
Total expense less eliminations:	312,654,543	362,176,138	367,613,149	5,437,011	1.5%
Net income (deficit) before depreciation and transfers	81,826,487	(5,576,805)	4,225,813	9,802,618	-175.8%
Depreciation	86,323,662	78,453,306	73,053,084	(5,400,222)	
Net transfers	-	-	-	-	
Net income (deficit)	\$ (4,497,175)	\$ (84,030,111)	\$ (68,827,270)	\$ 15,202,841	-18.1%

Numbers may not sum due to rounding.

**Bi-State Development
Personnel by Division & Function**

	Budget 2023	Budget 2024	Variance
Metro Transit Operations			
MetroBus Operations	894	713	(181)
Security	74	79	5
MetroLink Operations	143	145	2
Paratransit Operations	246	246	-
Vehicle and Facility Maintenance	394	373	(21)
Maintenance of Way	132	135	3
Service Planning	37	37	-
Engineering and New Systems	17	17	-
ADA Services	1	1	-
Executive Director of Metro Transit	2	5	3
Total Metro Transit Operations	1,940	1,751	(189)
Operational Support			
Executive Vice-President for Administration	7	7	-
Procurement Matls Mgmt & Supplier Diversity	58	56	(2)
Treasury	4	4	-
Controllers Group	16	18	2
Passenger Revenue	34	34	-
Finance Administration	4	4	-
Information Technology	36	36	-
Human Resources	20	21	1
Pension and Retiree Benefits	1	1	-
Risk Management	6	5	(1)
Labor Relations	3	2	(1)
Workforce Diversity and EEO	2	2	-
Executive VP Organizational Effectiveness	3	1	(2)
Culture and Change Management	-	1	1
Marketing	18	20	2
Meridian Garage and Real Estate	2	2	-
Safety	-	9	9
Drug and Alcohol	-	2	2
Total Metro Transit	2,154	1,976	(178)
Executive Services	17	18	1
Gateway Arch	16	17	1
St. Louis Downtown Airport	10	10	-
Riverfront Attractions	11	11	-
St. Louis Regional Freightway	2	1	(1)
Health Self Insurance SIF	8	8	-
Casualty Self Insurance SIF	1	1	-
Workers Comp Self Insurance SIF	1	1	-
Bi-State Development Research Institute	-	-	-
Arts In Transit (AIT)	-	-	-
Total Bi-State Development	2,220	2,043	(177)

Personnel by Paygroup

	Budget 2023	Budget 2024	Variance
Bus Operators (FT)	811	635	(176)
Bus Operators (PT)	4	-	(4)
Light Rail Operators	102	102	-
Van Operators	200	201	1
Total Operators	1,117	938	(179)
788 Clerical	41	41	-
788 Service	78	81	3
788 Maint	315	294	(21)
IBEW	62	64	2
Salaried	607	625	18
Total Bi-State Development	2,220	2,043	(177)

Metro Transit System - Statement of Revenue and Expense

	Actual 2022	Budget 2023	Budget 2024	\$ Change	% Change
Operating Revenue:					
Passenger revenue					
Bus/rail revenue	\$ 19,481,263	\$ 17,844,286	\$ 21,368,209	\$ 3,523,923	
C-A-R revenue	608,896	694,076	699,050	4,974	
Total Passenger Revenue	20,090,159	18,538,362	22,067,259	3,528,897	19.0%
Paratransit contracts	1,209,303	1,379,772	1,374,675	(5,097)	
Other operating revenue	4,106,325	4,863,802	3,942,451	(921,351)	
Total operating revenue	25,405,787	24,781,936	27,384,385	2,602,449	10.5%
Non-Operating Revenue:					
Grant, sales tax and contractual	332,440,639	299,663,934	298,006,215	(1,657,719)	
Investment income	257,207	341,250	3,560,776	3,219,526	
Capital lease revenue	8,794,236	9,375,904	9,996,229	620,325	
Other misc non-operational revenue	427,113	847,145	1,103,278	256,133	
Total Non-Operating Revenue	341,919,195	310,228,233	312,666,498	2,438,265	0.8%
Total revenues	367,324,982	335,010,169	340,050,883	5,040,714	1.5%
Operating Expense:					
Total Wages and Benefits	178,590,416	206,713,889	197,140,468	(9,573,421)	-4.6%
Services	44,599,531	46,029,669	56,694,869	10,665,200	
Fuel and lubrications	6,579,577	9,304,905	9,748,237	443,332	
Parts and supplies	18,420,380	23,370,380	24,278,995	908,615	
Casualty and liability costs	5,711,261	8,998,222	8,274,174	(724,049)	
Utilities	7,908,143	8,308,471	8,829,590	521,119	
Other operating expenses	3,658,483	4,086,581	6,742,763	2,656,182	
Management fees	3,124,423	4,147,786	3,384,655	(763,131)	
Total operating expenses	268,592,214	310,959,903	315,093,748	4,133,845	1.3%
Non-Operating Expense:					
Capital lease expense	8,920,740	9,516,389	9,996,229	479,840	
Interest expense	11,146,218	12,455,997	12,538,454	82,457	
Sheltered workshop	1,384,558	1,180,796	2,437,962	1,257,166	
Other misc non-oper. expense	1,098,021	1,229,106	1,103,278	(125,828)	
Total Non-Operating Expense	22,549,537	24,382,288	26,075,923	1,693,636	6.9%
Total expenses	291,141,751	335,342,191	341,169,671	5,827,484	1.7%
Net income (deficit) before depreciation and transfers	76,183,231	(332,022)	(1,118,788)	(786,770)	237.0%
Depreciation	84,644,963	77,072,057	71,537,899	(5,534,157)	
Net transfers	6,704,518	5,365,069	4,913,670	(451,401)	
Net income (deficit)	\$ (15,166,250)	\$ (82,769,148)	\$ (77,570,357)	\$ 5,198,787	-6.3%

Numbers may not sum due to rounding.

Metro Transit System - Detail of Grants, Sales Tax & Contractual Revenue

	Actual 2022	Budget 2023	Budget 2024	\$ Change	% Change
Missouri:					
City of St. Louis 1/2 cent sales tax	\$ 20,110,000	\$ 20,295,372	\$ 21,898,096	\$ 1,602,724	
City of St. Louis 1/4 cent sales tax	8,746,388	8,790,294	9,489,079	698,785	
City of St. Louis Prop M2 sales tax	7,334,257	7,440,401	5,693,878	(1,746,523)	
Total City of St. Louis	36,190,645	36,526,067	37,081,053	554,986	1.5%
St Louis County 1/2 cent sales tax	43,777,710	43,128,060	45,160,403	2,032,343	
St Louis County 1/4 cent sales tax	31,877,256	33,449,539	35,385,509	1,935,970	
St Louis County Prop A sales tax	73,429,697	85,827,067	89,919,250	4,092,183	
Total St. Louis County	149,084,663	162,404,666	170,465,162	8,060,496	5.0%
Missouri:					
Other Local Match - MO	430,088	798,283	450,000	(348,283)	
Planning and demo reimbursement	106,664	163,216	160,000	(3,216)	
Total Other Local MO	536,752	961,499	610,000	(351,499)	-36.6%
General Operating & Special MODOT	748,463	799,500	750,000	(49,500)	
Total State Of Missouri	748,463	799,500	750,000	(49,500)	-6.2%
Total Missouri local & state:	186,560,523	200,691,732	208,906,215	8,214,483	4.1%
Illinois:					
St Clair County	60,944,257	59,614,414	60,900,000	1,285,586	
Other Local Match - IL	242,597	108,182	250,000	141,818	
Total Illinois local & state	61,186,854	59,722,596	61,150,000	1,427,404	2.4%
Total local & state	247,747,377	260,414,328	270,056,215	9,641,887	3.7%
Federal:					
Vehicle Maintenance	16,000,000	16,000,000	16,000,000	-	
Non-capitalized projects	1,282,403	3,760,000	3,950,000	190,000	
Other Federal Funding	74,410,859	19,489,606	8,000,000	(11,489,606)	
Total Federal:	91,693,262	39,249,606	27,950,000	(11,299,606)	-28.8%
Total grants, sales tax & contractual revenue	\$ 339,440,639	\$ 299,663,934	\$ 298,006,215	\$ (1,657,719)	-0.6%

Numbers may not sum due to rounding.

The following section displays operating costs for the departments that reside within Metro Transit. The departments that encompass transit operations include Bus Transportation, Rail Transportation, Paratransit Transportation, Vehicle Maintenance, Facility Maintenance, Maintenance of Way, Operations Training, Planning & System Development, ADA Services, and Operations Administration and are led by the Executive Vice President and Chief Operating Officer of Transit. The Executive Vice President of Administration manages Procurement & Inventory Management, Workforce Diversity & EEO, Information Technology, and the Administration office. The Executive Vice President and Chief Human Resource Officer manages Human Resources, Pension and Retiree Benefits, Risk Management, Labor Relations, Culture & Change Management, Training management and Organizational Effectiveness. Other areas included are managed by the General Manager of Security, the General Manager of Safety, Executive Vice President and Chief Financial Officer, Vice President of Economic Development, and the Vice President of Marketing and Communications.

Transit Operations - Operating Expense

Numbers may not sum due to rounding.

	Budget 2023	Budget 2024	\$ Change	% Change
Bus Transportation				
Wages & benefits without OPEB	\$ 72,994,598	\$ 65,725,769	\$ (7,268,829)	-10.0%
Other post-employment benefits	783,723	472,772	(310,951)	-39.7%
Services	375,700	411,040	35,340	9.4%
Parts and supplies	212,772	225,700	12,928	6.1%
Casualty and liability costs	0	0	-	0.0%
Utilities	53,353	37,500	(15,853)	-29.7%
Leases and other expense	167,454	144,524	(22,930)	-13.7%
Agency Fees	0	0	-	0.0%
Operating expense	74,587,600	67,017,305	(7,570,295)	-10.1%
Rail Transportation				
Wages & benefits without OPEB	13,022,256	14,712,722	1,690,466	13.0%
Other post-employment benefits	134,273	81,327	(52,946)	-39.4%
Services	220	0	(220)	
Parts and supplies	18,594	13,164	(5,430)	-29.2%
Casualty and liability costs	0	0	0	0.0%
Utilities	25,997	26,688	691	2.7%
Leases and other expense	18,618	42,579	23,961	128.7%
Agency Fees	0	0	0	0.0%
Operating expense	13,219,958	14,876,480	1,656,522	12.5%

Transit Operations - Operating Expense

Numbers may not sum due to rounding.

	Budget 2023	Budget 2024	\$ Change	% Change
Paratransit Transportation				
Wages & benefits without OPEB	14,549,850	15,967,485	1,417,635	9.7%
Other post-employment benefits	37,496	22,920	(14,576)	-38.9%
Services	240,000	364,200	124,200	51.8%
Parts and supplies	29,782	34,740	4,958	16.6%
Casualty and liability costs	0	0	0	0.0%
Utilities	6,000	6,000	0	0.0%
Leases and other expense	18,095	65,026	46,931	259.4%
Agency Fees	0	0	0	0.0%
Operating expense	14,881,223	16,460,371	1,579,148	10.6%
Vehicle Maintenance				
Wages & benefits without OPEB	36,294,718	36,183,081	(111,637)	-0.3%
Other post-employment benefits	335,086	202,591	(132,495)	-39.5%
Services	4,121,608	3,968,260	(153,348)	-3.7%
Fuel and lubrications	9,260,505	9,743,525	483,021	5.2%
Parts and supplies	16,459,034	16,088,619	(370,415)	-2.3%
Casualty and liability costs	(125,000)	(224,120)	(99,120)	79.3%
Utilities	306,427	497,967	191,540	62.5%
Leases and other expense	269,238	481,415	212,177	78.8%
Agency Fees	0	0	0	0.0%
Operating expense	66,921,615	66,941,339	19,724	0.0%
Facility Maintenance				
Wages & benefits without OPEB	5,234,144	6,012,170	778,026	14.9%
Other post-employment benefits	47,451	28,694	(18,757)	-39.5%
Services	3,709,008	3,953,000	243,992	6.6%
Fuel and lubrications	0	0	-	0.0%
Parts and supplies	1,546,844	1,526,650	(20,194)	-1.3%
Casualty and liability costs	0	0	-	0.0%
Utilities	2,552,844	2,510,800	(42,044)	-1.6%
Leases and other expense	61,875	65,500	3,625	5.9%
Agency Fees	0	0	0	0.0%
Operating expense	13,152,166	14,096,814	944,648	7.2%
Maintenance of Way				
Wages & benefits without OPEB	13,743,381	15,750,861	2,007,480	14.6%
Other post-employment benefits	145,353	88,036	(57,316)	-39.4%
Services	7,736,161	7,952,982	216,821	2.8%
Other Lubricants	0	0	0	0.0%
Parts and supplies	2,299,811	2,591,350	291,539	12.7%
Casualty and liability costs	0	0	0	0.0%
Utilities	4,858,936	5,221,913	362,977	7.5%
Leases and other expense	84,401	130,307	45,906	54.4%
Agency Fees	0	0	0	0.0%
Operating expense	28,868,042	31,735,449	2,867,407	9.9%

Transit Operations - Operating Expense

Numbers may not sum due to rounding.

	Budget 2023	Budget 2024	\$ Change	% Change
Operations Training				
Wages & benefits without OPEB	1,810,605	2,068,957	258,352	14.3%
Other post-employment benefits	12,407	7,584	(4,823)	-38.9%
Services	64,231	60,000	(4,231)	-6.6%
Gasoline Consumed	0	0	-	0.0%
Parts and supplies	40,992	49,266	8,274	20.2%
Casualty and liability costs	0	0	-	0.0%
Utilities	2,000	2,000	-	0.0%
Leases and other expense	51,427	53,715	2,288	4.4%
Agency Fees	0	0	0	0.0%
Operating expense	1,981,662	2,241,522	259,860	13.1%
Planning & System Development				
Wages & benefits without OPEB	3,270,911	3,415,166	144,255	4.4%
Other post-employment benefits	33,481	20,353	(13,128)	-39.2%
Services	2,094,867	8,029,980	5,935,113	283.3%
Parts and supplies	354,853	333,050	(21,803)	-6.1%
Casualty and liability costs	0	0	-	0.0%
Utilities	6,066	6,000	(66)	-1.1%
Leases and other expense	30,792	44,110	13,318	43.3%
Agency Fees	0	0	0	0.0%
Operating expense	5,790,970	11,848,659	6,057,689	104.6%
ADA Services				
Wages & benefits without OPEB	167,430	176,981	9,551	5.7%
Other post-employment benefits	6,983	4,269	(2,715)	-38.9%
Services	791,327	800,320	8,993	1.1%
Parts and supplies	4,080	2,520	(1,560)	-38.2%
Casualty and liability costs	0	0	-	0.0%
Utilities	984	984	-	0.0%
Leases and other expense	37,908	26,415	(11,493)	-30.3%
Agency Fees	0	0	0	0.0%
Operating expense	1,008,712	1,011,489	2,777	0.3%
Operations Administration				
Wages & benefits without OPEB	479,308	738,467	259,159	54.1%
Other post-employment benefits	4,475	2,735	(1,740)	-38.9%
Services	550,000	550,000	-	0.0%
Parts and supplies	41,000	41,000	-	0.0%
Casualty and liability costs	0	0	-	0.0%
Utilities	800	800	(0)	0.0%
Leases and other expense	17,600	17,600	-	0.0%
Agency Fees	0	0	0	0.0%
Operating expense	1,093,183	1,350,602	257,419	23.5%

Transit Operations - Operating Expense

Numbers may not sum due to rounding.

	Budget 2023	Budget 2024	\$ Change	% Change
Transit Operations Total				
Wages & benefits without OPEB	161,567,201	160,751,659	(815,542)	-0.5%
Other post-employment benefits	1,540,728	931,282	(609,446)	-39.6%
Services	19,683,122	26,089,782	6,406,661	32.5%
Fuel and lubrications	9,260,505	9,743,525	483,021	5.2%
Parts and supplies	21,007,762	20,906,059	(101,703)	-0.5%
Casualty and liability costs	(125,000)	(224,120)	(99,120)	79.3%
Utilities	7,813,407	8,310,652	497,245	6.4%
Leases and other expense	757,407	1,071,191	313,784	41.4%
Agency fees	0	0	0	0.0%
Operating expense	€ 221,505,131	€ 227,580,030	€ 6,074,900	2.7%

Executive Vice-President - Administration - Operating Expense

Numbers may not sum due to rounding.

	Budget 2023	Budget 2024	\$ Change	% Change
Procurement & Inventory Management				
Wages & benefits without OPEB	\$ 5,223,611	\$ 5,532,494	\$ 308,883	5.9%
Other post-employment benefits	52,520	31,917	(20,603)	-39.2%
Services	45,750	101,592	55,842	122.1%
Parts and supplies	333,272	772,910	439,638	131.9%
Casualty and liability costs	-	-	-	0.0%
Utilities	3,062	3,960	898	29.3%
Leases and other expense	62,481	52,530	(9,951)	-15.9%
Operating expense	5,720,695	6,495,403	774,707	13.5%
Workforce Diversity & EEO				
Wages & benefits without OPEB	207,383	217,823	10,440	5.0%
Other post-employment benefits	2,908	1,778	(1,131)	-38.9%
Services	25,750	36,000	10,250	39.8%
Fuel and lubrications	-	-	-	0.0%
Parts and supplies	14,239	12,400	(1,839)	-12.9%
Casualty and liability costs	-	-	-	0.0%
Utilities	1,650	1,680	30	1.8%
Leases and other expense	41,750	19,320	(22,430)	-53.7%
Operating expense	293,681	289,001	(4,680)	-1.6%
Information Technology				
Wages & benefits without OPEB	4,700,210	4,868,324	168,114	3.6%
Other post-employment benefits	53,651	32,775	(20,876)	-38.9%
Services	5,612,409	5,847,048	234,639	4.2%
Parts and supplies	89,300	88,800	(500)	-0.6%
Casualty and liability costs	170,000	246,000	76,000	44.7%
Utilities	303,820	349,820	46,000	15.1%
Leases and other expense	110,426	116,524	6,098	5.5%
Operating expense	11,039,815	11,549,291	509,476	4.6%
Executive VP Administration				
Wages & benefits without OPEB	665,854	713,324	47,470	7.1%
Other post-employment benefits	4,269	2,609	(1,659)	-38.9%
Services	54,000	66,000	12,000	22.2%
Parts and supplies	352,400	371,000	18,600	5.3%
Casualty and liability costs	-	-	-	0.0%
Utilities	1,000	1,000	-	0.0%
Leases and other expense	39,000	65,304	26,304	67.4%
Operating expense	1,116,523	1,219,237	102,714	9.2%

Executive Vice-President - Administration - Operating Expense

Numbers may not sum due to rounding.

	Budget 2023	Budget 2024	\$ Change	% Change
Executive Vice President - Totals				
Wages & benefits without OPEB	10,797,058	11,331,965	534,907	5.0%
Other post-employment benefits	113,347	69,079	(44,269)	-39.1%
Services	5,737,909	6,050,640	312,731	5.5%
Fuel & Lubrications	-	-	-	0.0%
Parts and supplies	789,211	1,245,110	455,899	57.8%
Casualty and liability costs	170,000	246,000	76,000	44.7%
Utilities	309,532	356,460	46,928	15.2%
Leases and other expense	253,657	253,678	21	0.0%
Operating expense	18,170,713	19,552,931	1,382,218	7.6%

Executive Vice-President - Organizational Effectiveness - Operating Expense

Numbers may not sum due to rounding.

	Budget 2023	Budget 2024	\$ Change	% Change
Human Resources				
Wages & benefits without OPEB	€ 2,178,343	€ 2,341,263	€ 162,920	7.5%
Other post-employment benefits	13,738	8,398	(5,341)	-38.9%
Services	721,352	839,176	117,824	16.3%
Parts and supplies	45,800	178,400	132,600	289.5%
Casualty and liability costs	-	-	-	0.0%
Utilities	8,400	11,000	2,600	31.0%
Leases and other expense	292,410	318,229	25,819	8.8%
Operating expense	3,260,043	3,696,465	436,422	13.4%
Pension & Retiree Benefits				
Wages & benefits without OPEB	7,684,580	7,784,880	100,300	1.3%
Other post-employment benefits	1,851	1,132	(720)	-38.9%
Services	170,948	98,780	(72,168)	-42.2%
Parts and supplies	100	100	-	0.0%
Casualty and liability costs	16,238	17,862	1,624	10.0%
Utilities	1,116	744	(372)	-33.3%
Leases and other expense	12,400	16,500	4,100	33.1%
Operating expense	7,887,233	7,919,997	32,764	0.4%
Risk Management				
Wages & benefits without OPEB	601,749	519,947	(81,802)	-13.6%
Other post-employment benefits	6,385	3,903	(2,482)	-38.9%
Services	115,000	62,500	(52,500)	-45.7%
Parts and supplies	8,700	5,050	(3,650)	-42.0%
Casualty and liability costs	8,900,550	8,188,000	(712,550)	-8.0%
Utilities	1,100	1,200	100	9.1%
Leases and other expense	6,350	10,700	4,350	68.5%
Operating expense	9,639,834	8,791,300	(848,535)	-8.8%
Labor Relations				
Wages & benefits without OPEB	390,476	281,373	(109,103)	-27.9%
Other post-employment benefits	3,545	2,167	(1,378)	-38.9%
Services	512,030	582,312	70,282	13.7%
Parts and supplies	5,700	2,858	(2,842)	-49.9%
Casualty and liability costs	-	-	-	0.0%
Utilities	2,100	-	(2,100)	-100.0%
Leases and other expense	14,550	-	(14,550)	-100.0%
Operating expense	928,401	868,710	(59,691)	-6.4%

Executive Vice-President - Organizational Effectiveness - Operating Expense

Numbers may not sum due to rounding.

	Budget 2023	Budget 2024	\$ Change	% Change
Culture & Change Management				
Wages & benefits without OPEB	-	177,773	177,773	0.0%
Other post-employment benefits	-	-	-	0.0%
Services	-	60,000	60,000	0.0%
Parts and supplies	-	6,000	6,000	0.0%
Casualty and liability costs	-	-	-	0.0%
Utilities	-	-	-	0.0%
Leases and other expense	-	122,100	122,100	0.0%
Operating expense	-	365,873	365,873	0.0%
Training Management Development				
Wages & benefits without OPEB	-	-	-	0.0%
Other post-employment benefits	-	-	-	0.0%
Services	-	59,907	59,907	0.0%
Parts and supplies	-	-	-	0.0%
Casualty and liability costs	-	-	-	0.0%
Utilities	-	-	-	0.0%
Leases and other expense	-	1,685,801	1,685,801	0.0%
Operating expense	-	1,745,708	1,745,708	0.0%
Executive VP Organizational Effectiveness				
Wages & benefits without OPEB	341,082	168,398	(172,684)	-50.6%
Other post-employment benefits	1,382	845	(537)	-38.9%
Services	78,000	538,638	460,638	590.6%
Parts and supplies	2,100	1,600	(500)	-23.8%
Casualty and liability costs	-	-	-	0.0%
Utilities	-	-	-	0.0%
Leases and other expense	36,000	278,659	242,659	674.1%
Operating expense	458,564	988,140	529,576	115.5%
Executive Vice Pres.- Org Effectiveness - Totals				
Wages & benefits without OPEB	11,196,230	11,273,634	77,403	0.7%
Other post employment benefits	26,902	16,444	(10,458)	-38.9%
Services	1,597,330	2,241,313	643,983	40.3%
Parts and supplies	62,400	194,008	131,608	210.9%
Casualty and liability costs	8,916,788	8,205,862	(710,926)	-8.0%
Utilities	12,716	12,944	228	1.8%
Leases and other expense	361,710	2,431,989	2,070,279	572.4%
Operating expense	\$ 22,174,076	\$ 24,376,193	\$ 2,202,117	9.9%

Executive Transit Operations Administration

Numbers may not sum due to rounding.

	Budget 2023	Budget 2024	\$ Change	% Change
Security				
Wages & benefits without OPEB	\$ 6,092,685	\$ 6,813,416	\$ 720,731	11.8%
Other post-employment benefits	52,104	31,849	(20,255)	-38.9%
Services	14,686,319	14,804,576	118,257	0.8%
Gasoline Consumed	-	-	-	0.0%
Parts and supplies	49,455	64,986	15,531	31.4%
Casualty and liability costs	-	-	-	0.0%
Utilities	24,175	11,985	(12,190)	-50.4%
Leases and other expense	83,136	39,314	(43,822)	-52.7%
Agency Fees	-	-	-	0.0%
Operating expense	20,987,873	21,766,126	778,253	3.7%
Drug & Alcohol				
Wages & benefits without OPEB	103,420	203,172	99,752	96.5%
Other post-employment benefits	1,936	1,183	(753)	-38.9%
Services	450,000	600,000	150,000	33.3%
Parts and supplies	-	-	-	0.0%
Casualty and liability costs	-	-	-	0.0%
Utilities	540	400	(140)	-25.9%
Leases and other expense	5,000	4,500	(500)	-10.0%
Agency Fees	-	-	-	0.0%
Operating expense	560,896	809,255	248,359	44.3%
Safety				
Wages & benefits without OPEB	889,291	1,081,102	191,811	21.6%
Other post-employment benefits	7,476	4,570	(2,906)	-38.9%
Services	331,000	350,000	19,000	5.7%
Parts and supplies	183,600	205,350	21,750	11.8%
Casualty and liability costs	-	-	-	0.0%
Utilities	30,660	35,660	5,000	16.3%
Leases and other expense	65,360	65,760	400	0.6%
Agency Fees	-	-	-	0.0%
Operating expense	1,507,387	1,742,442	235,055	15.6%
Emergency Preparedness				
Wages & benefits without OPEB	(102)	-	102	-100.0%
Other post-employment benefits	1,414	864	(550)	-38.9%
Services	-	-	-	0.0%
Parts and supplies	27,000	-	(27,000)	-100.0%
Casualty and liability costs	-	-	-	0.0%
Utilities	700	-	(700)	-100.0%
Leases and other expense	6,000	-	(6,000)	-100.0%
Agency Fees	-	-	-	0.0%
Operating expense	35,013	864	(34,148)	-97.5%

Executive Transit Operations Administration

Numbers may not sum due to rounding.

	Budget 2023	Budget 2024	\$ Change	% Change
Engineering & New Systems				
Wages & benefits without OPEB	1,426,901	1,571,178	144,277	10.1%
Other post-employment benefits	23,907	14,613	(9,294)	-38.9%
Services	4,290,858	4,090,000	(200,858)	-4.7%
Parts and supplies	33,150	30,972	(2,178)	-6.6%
Casualty and liability costs	-	-	-	0.0%
Utilities	5,400	5,400	-	0.0%
Leases and other expense	37,733	32,000	(5,733)	-15.2%
Agency Fees	-	-	-	0.0%
Operating expense	5,817,949	5,744,163	(73,785)	-1.3%
Executive Transit Operations Administration Totals				
Wages & benefits without OPEB	8,512,195	9,668,868	1,156,674	13.6%
Other post-employment benefits	86,836	53,079	(33,757)	-38.9%
Services	19,758,177	19,844,576	86,399	0.4%
Parts and supplies	293,205	301,308	8,103	2.8%
Casualty and liability costs	-	-	-	0.0%
Utilities	61,475	53,445	(8,030)	-13.1%
Leases and other expense	197,229	141,574	(55,655)	-28.2%
Agency Fees	-	-	-	0.0%
Operating expense	28,909,117	30,062,851	1,153,734	4.0%

Marketing & Communications - Operating Expense

Numbers may not sum due to rounding.

	Budget 2023	Budget 2024	\$ Change	% Change
Arts in Transit				
Wages & benefits without OPEB	\$ 31,784.14	\$ -	\$ (31,784.14)	-100.0%
Other post-employment benefits	-	-	-	0.0%
Services	58,188	50,000	(8,188)	-14.1%
Parts and supplies	6,000	1,700	(4,300)	-71.7%
Casualty and liability costs	-	-	-	0.0%
Utilities	650	-	(650)	-100.0%
Leases and other expense	1,100	250	(850)	-77.3%
Operating expense	97,722	51,950	(45,772)	-46.8%
Gateway Card Center				
Wages & benefits without OPEB	391,026	512,108	121,082	31.0%
Other post-employment benefits	4,063	2,484	(1,579)	-38.9%
Services	121,648	120,000	(1,648)	-1.4%
Parts and supplies	600	600	-	0.0%
Casualty and liability costs	-	-	-	0.0%
Utilities	600	600	-	0.0%
Leases and other expense	36,740	50,450	13,710	37.3%
Operating expense	554,677	686,242	131,565	23.7%
Marketing Management				
Wages & benefits without OPEB	1,500,899	1,721,253	220,354	14.7%
Other post-employment benefits	19,150	11,706	(7,445)	-38.9%
Services	1,146,345	1,112,602	(33,743)	-2.9%
Parts and supplies	215,195	204,300	(10,895)	-5.1%
Casualty and liability costs	-	-	-	0.0%
Utilities	9,000	4,850	(4,150)	-46.1%
Leases and other expense	728,060	717,833	(10,227)	-1.4%
Operating expense	3,618,649	3,772,544	153,895	4.3%
Marketing & Communications - Total				
Wages & benefits without OPEB	1,923,709	2,233,361	309,652	16.1%
Other post employment benefits	23,213	14,189	(9,024)	-38.9%
Services	1,326,181	1,282,602	(43,579)	-3.3%
Fuel and lubrications	-	-	-	0.0%
Parts and supplies	221,795	206,600	(15,195)	-6.9%
Casualty and liability costs	-	-	-	0.0%
Utilities	10,250	5,450	(4,800)	-46.8%
Leases and other expense	765,900	768,533	2,633	0.3%
Total operating expense	\$ 4,271,048	\$ 4,510,735	\$ 239,687	5.6%

Finance - Operating Expense

Numbers may not sum due to rounding.

	Budget 2023	Budget 2024	\$ Change	% Change
Finance				
Wages & benefits without OPEB	\$ 8,842,872	\$ 399,583	\$ (8,443,289)	-95.5%
Other post-employment benefits	1,835,967	134,053	(1,701,914)	-92.7%
Services	(2,521,752)	559,200	3,080,952	-122.2%
Fuel and lubrications	44,401	44,400	(1)	0.0%
Parts and supplies	986,729	1,376,945	390,216	39.5%
Casualty and liability costs	-	-	-	0.0%
Utilities	5,696	5,005	(691)	-12.1%
Leases and other expense	4,168,919	3,905,192	(263,727)	-6.3%
Total operating expense	\$ 13,362,831	\$ 6,424,378	\$ (6,938,453)	-51.9%

Real Estate & Meridian - Operating Expense

Numbers may not sum due to rounding.

	Budget 2023	Budget 2024	\$ Change	% Change
Real Estate & Meridian				
Wages & benefits without OPEB	\$ 244,555.99	\$ 259,375.00	\$ 14,819.01	6.1%
Other post-employment benefits	3,077	1,881	(1,196)	-38.9%
Services	448,702	626,755	178,053	39.7%
Fuel and lubrications	-	-	-	0.0%
Parts and supplies	9,277	9,277	-	0.0%
Casualty and liability costs	36,434	46,432	9,998	27.4%
Utilities	95,396	85,634	(9,761)	-10.2%
Leases and other expense	1,739,145	1,557,278	(181,867)	-10.5%
Agency Fees	-	-	-	0.0%
Total operating expense	\$ 2,576,587	\$ 2,586,632	\$ 10,045	0.4%

Gateway Arch
Statement of Revenue and Expense
FY 2022 - FY 2024

	Actual 2022	Budget 2023	Budget 2024	\$ Change	% Change
Operating Revenue:					
Arch ticket sales	\$ 6,648,910	\$ 7,655,198	\$ 8,742,098	\$ 1,086,900	
Sales discounts revenue	(10,169)	(11,515)	(13,113)	(1,598)	
Service/fee revenue	389,980	203,432	422,353	218,921	
Other operating revenue	52,419	22,584	22,200	(384)	
Total operating revenues	7,081,140	7,869,699	9,173,538	1,303,839	16.6%
Non-Operating Revenue:					
Interest revenue	11,934	10,900	433,187	422,287	
Total revenues	7,093,074	7,880,599	9,606,725	1,726,126	21.9%
Operating Expense:					
Wages and benefits	2,207,624	2,971,776	2,994,867	23,091	
Services	2,200,052	2,434,105	2,419,085	(15,020)	
Fuel, materials and supplies	493,669	727,559	691,296	(36,263)	
Casualty and liability costs	19,232	33,548	30,525	(3,023)	
Utilities	132,927	159,342	136,324	(23,018)	
Leases, other and admin. charges	1,188,489	1,469,891	1,774,748	304,857	
Total operating expenses	6,241,993	7,796,221	8,046,845	250,624	3.2%
Non-Operating Expense:					
Interest expense	711,245	180,014	173,893	(6,121)	
Contributions to outside entities	27,143	160,000	160,000	0	
Total expenses	6,980,381	8,136,235	8,380,739	244,503	3.0%
Net income (deficit) before depreciation and transfers	112,693	(255,636)	1,225,987	1,481,623	-579.6%
Depreciation and amortization	-	-	-	-	
Net transfers	19,987	-	-	-	
Net income (deficit)	\$ 92,706	\$ (255,636)	\$ 1,225,987	\$ 1,481,623	-579.6%

Numbers may not sum due to rounding.

**Riverfront Attractions
Statement of Revenue & Expense
FY 2022 - FY 2024**

	Actual 2022	Budget 2023	Budget 2024	\$ Change	% Change
Operating Revenue:					
Cruise revenue	\$ 2,612,352	\$ 2,365,699	\$ 2,661,425	\$ 295,726	
Food and beverage revenue	898,441	959,450	951,105	(8,345.00)	
Retail revenue	104,818	131,323	109,888	(21,435.00)	
Sales discounts revenue	447	(34,789)	-	34,789.00	
Other operating revenue	211,757	131,477	145,560	14,083.00	
Total operating revenues	3,827,815	3,553,160	3,867,978	314,818	8.9%
Non-Operating Revenue:					
Total revenues	3,827,815	3,553,160	3,867,978	314,818	8.9%
Operating Expense:					
Wages and benefits	1,322,052	1,885,192	1,661,903	(223,289)	
Services	572,692	420,842	600,939	180,097	
Fuel, materials and supplies	605,872	642,230	785,595	143,365	
Casualty and liability costs	181,306	244,802	265,852	21,050	
Utilities	87,067	91,029	86,225	(4,804)	
Leases, other and admin. charges	145,261	169,281	206,795	37,514	
Total operating expenses	2,914,250	3,453,376	3,607,309	153,933	4.5%
Non-Operating Expense:	(167)				
Total expenses	2,914,083	3,453,376	3,607,309	153,933	4.5%
Net income (deficit) before depreciation and transfers	913,732	99,784	260,669	160,885	161.2%
Depreciation and amortization	239,627	203,177	255,010	51,834	
Net Transfers	-				
Net income (deficit)	\$ 674,105	\$ (103,393)	\$ 5,659	\$ 109,051	-105.5%

Numbers may not sum due to rounding.

**St. Louis Downtown Airport
Statement of Revenue & Expense
FY 2022 - FY 2024**

	Actual 2022	Budget 2023	Budget 2024	\$ Change	% Change
Operating Revenue:					
Aircraft parking	\$ 123,500	\$ 159,715	\$ 140,599	\$ (19,116)	
Leased acreage	723,365	725,692	840,912	115,220	
Hangar rental	259,270	616,960	589,596	(27,364)	
Aviation sale flowage fee	114,008	140,016	137,496	(2,520)	
Airport concessions	117,019	120,058	116,448	(3,610)	
Other operating revenue	157,343	125,920	190,200	64,280	
Total operating revenues	1,494,505	1,888,361	2,015,251	126,890	6.7%
Non-Operating Revenue:					
Grants and assistance	201,013	-	135,000		
Interest revenue	2,073	1,250	-	(1,250)	
Total revenues	1,697,591	1,889,611	2,150,251	125,640	6.6%
Operating Expense:					
Wages and benefits	988,101	999,480	1,060,130	60,650	
Services	184,888	144,600	193,628	49,028	
Fuel, materials and supplies	59,007	128,100	86,116	(41,984)	
Casualty and liability costs	80,005	108,378	146,135	37,757	
Utilities	239,594	201,100	209,508	8,408	
Leases, other and admin. charges	68,513	144,899	181,997	37,098	
Total operating expenses	1,620,108	1,726,557	1,877,513	150,956	8.7%
Non-Operating Expense:					
Other non-operating expense	(652,034)	-	-	-	
Total expenses	968,074	1,726,557	1,877,513	150,956	8.7%
Net income (deficit) before depreciation and transfers	729,517	163,054	272,738	109,684	67.3%
Depreciation and amortization	164,331	1,178,072	1,260,175	82,103	
Net income (deficit)	\$ 565,186	\$ (1,015,018)	\$ (987,437)	\$ 27,581	-2.7%

Numbers may not sum due to rounding.

**St. Louis Regional Freightway
Statement of Revenue & Expense
FY 2022 - FY 2024**

	Actual 2022	Budget 2023	Budget 2024	\$ Change	% Change
Operating Revenue:					
Regional freight fees	\$ 300,000	\$ 500,000	\$ 400,000	\$ (100,000)	
Other operating revenue	11,250	-	-	-	
Total operating revenues	311,250	500,000	400,000	(100,000)	-20.0%
Non-Operating Revenue:					
Total revenues	311,250	500,000	400,000	(100,000)	-20.0%
Operating Expense:					
Wages and benefits	158,130	250,271	139,523	(110,748)	
Services	204,547	344,000	325,000	(19,000)	
Fuel, materials and supplies	979	3,500	3,500	-	
Leases, other and admin. charges	18,987	44,000	36,000	(8,000)	
Total operating expenses	382,643	641,771	504,023	(137,748)	-21.5%
Total expenses	382,643	641,771	504,023	(137,748)	-21.5%
Net income (deficit) before depreciation and transfers	(71,392)	(141,771)	(104,023)	37,748	-26.6%
Other non-operating expense	-	-	-	-	
Net income (deficit)	\$ (71,392)	\$ (141,771)	\$ (104,023)	\$ 37,748	-26.6%

Numbers may not sum due to rounding.

Executive Services
Statement of Revenue & Expense
FY2022 - FY2024

	Actual 2022	Budget 2023	Budget 2024	\$ Change	% Change
Operating Revenue:					
Admin Fees - Transit	\$ 3,324,423	\$ 4,147,786	\$ 3,384,655	\$ (763,131)	
Admin Fees - Arch	664,059	659,532	827,729	168,197	
Admin Fees - Airport	94,201	94,480	101,208	6,728	
Admin Fee - National Park Svc	274,682	264,645	327,657	63,012.00	
Total operating revenues	4,357,365	5,166,443	4,641,249	(525,194)	-10.2%
Non-Operating Revenue:					
Interest revenue	1,178	1,500	8,812,500	8,811,000	
Total revenues	4,358,543	5,167,943	13,453,749	8,285,806	160.3%
Operating Expense:					
Wages and benefits	2,500,387	2,758,273	2,879,167	120,894	
Services	793,449	1,694,516	1,411,588	(282,928)	
Fuel, materials and supplies	9,964	22,795	24,697	1,902	
Casualty and liability costs	85,107	48,000	-	(48,000)	
Utilities	1,601	4,650	3,250	(1,400)	
Leases, other and admin. charges	400,782	384,855	532,146	147,291	
Total operating expenses	3,791,290	4,913,089	4,850,848	(62,241)	-1.3%
Non-Operating Expense:	60,731				
Total expenses	3,852,021	4,913,089	4,850,848	(62,241)	-1.3%
Net income (deficit)	\$ 506,522	\$ 254,854	\$ 8,602,901	\$ 8,348,047	3275.6%

Numbers may not sum due to rounding.

The following section displays operating costs for the departments that reside within Executive Services. The departments that encompass Executive Services are the Executive Office, Internal Audit, General Counsel, Economic Development, Tourism Innovation, and other Financial expenses.

Executive Services - Operating Expense by Functional Area

Numbers may not sum due to rounding.

	Budget 2023	Budget 2024	\$ Change	% Change
Executive Office				
Wages & benefits without OPEB	\$ 474,443	\$ 513,127	\$ 38,684	8.2%
Other post-employment benefits	4,400	2,651	(1,749)	-39.8%
Services	163,200	116,100	(47,100)	-28.9%
Parts and supplies	2,100	2,796	696	33.1%
Casualty and liability costs	0	0	-	0.0%
Utilities	750	750	-	0.0%
Leases and other expense	236,020	159,096	(76,924)	-32.6%
Operating expense	880,913	794,520	(86,393)	-9.8%
Internal Audit				
Wages & benefits without OPEB	986,457	882,404	(104,053)	-10.5%
Other post-employment benefits	5,417	3,264	(2,154)	-39.8%
Services	998,552	725,000	(273,552)	-27.4%
Parts and supplies	11,875	11,876	1	0.0%
Casualty and liability costs	0	0	-	0.0%
Utilities	600	0	(600)	-100.0%
Leases and other expense	114,197	128,908	14,711	12.9%
Operating expense	2,117,098	1,751,451	(365,647)	-17.3%
General Counsel				
Wages & benefits without OPEB	673,802	796,010	122,208	18.1%
Other post-employment benefits	3,840	2,313	(1,527)	-39.8%
Services	191,284	266,008	74,724	39.1%
Parts and supplies	4,320	5,525	1,205	27.9%
Casualty and liability costs	0	0	-	0.0%
Utilities	0	0	-	0.0%
Leases and other expense	19,100	29,642	10,542	55.2%
Operating expense	892,346	1,099,498	207,152	23.2%
Economic Development				
Wages & benefits without OPEB	198,668	208,539	9,871	5.0%
Other post-employment benefits	1,857	1,119	(738)	-39.8%
Services	55,480	54,480	(1,000)	-1.8%
Parts and supplies	1,000	1,000	-	0.0%
Casualty and liability costs	0	0	-	0.0%
Utilities	1,800	1,000	(800)	-44.4%
Leases and other expense	6,038	5,000	(1,038)	-17.2%
Operating expense	264,844	271,138	6,294	2.4%

Executive Services - Operating Expense by Functional Area

Numbers may not sum due to rounding.

	Budget 2023	Budget 2024	\$ Change	% Change
Tourism Innovation Administration			-	0.0%
Wages & benefits without OPEB	406,503	468,002	61,499	15.1%
Other post-employment benefits	2,886	1,739	(1,147)	-39.8%
Services	0	0	-	0.0%
Parts and supplies	3,500	3,500	(0)	0.0%
Casualty and liability costs	0	0	-	0.0%
Utilities	1,500	1,500	-	0.0%
Leases and other expense	9,500	9,500	(0)	0.0%
Operating expense	423,889	484,241	60,352	14.2%
Financial Expenses			-	0.0%
Wages & benefits without OPEB	0	0	-	0.0%
Other post-employment benefits	0	0	-	0.0%
Services	286,000	250,000	(36,000)	-12.6%
Parts and supplies	0	0	-	0.0%
Casualty and liability costs	48,000	0	(48,000)	-100.0%
Utilities	0	0	-	0.0%
Leases and other expense	0	200,000	200,000	0.0%
Operating expense	334,000	450,000	116,000	34.7%
Total Executive Services	\$ 4,913,090	\$ 4,850,848	\$ (62,242)	-1.3%

**Health Self Insurance Fund
Statement of Revenue & Expense
FY 2022 - FY 2024**

	Actual 2022	Budget 2023	Budget 2024	\$ Change	% Change
Operating Revenue:					
Employee health	\$ 7,252,928	\$ 7,692,399	\$ 6,817,968	\$ (874,431)	
Employer health	29,610,486	33,743,555	32,571,409	(1,172,146)	
Total operating revenues	36,863,414	41,435,954	39,389,377	(2,046,577)	-4.9%
Non-Operating Revenue:					
Interest revenue	216	6,800	-	(6,800)	
Total revenues	36,863,630	41,442,754	39,389,377	(2,053,377)	-5.0%
Operating Expense:					
Wages and benefits	825,563	823,477	891,227	67,750	
Services	226,106	352,240	523,440	171,200	
Fuel, materials and supplies	3,610	32,595	27,730	(4,865)	
Utilities	2,924	4,550	4,560	10	
Leases, other and admin. charges	104,145	71,835	128,635	56,800	
Health and welfare self-insurance	36,835,074	40,158,057	37,812,985	(2,345,072)	
Total operating expenses	37,997,422	41,442,754	39,388,577	(2,054,177)	-5.0%
Non-Operating Expense:			800		
Total expenses	37,997,422	41,442,754	39,389,377	(2,053,377)	-5.0%
Net income (deficit)	\$ (1,133,792)	\$ -	\$ -	\$ -	0.0%

Numbers may not sum due to rounding.

Casualty Self Insurance Fund
Statement of Revenue & Expense
FY 2022 - FY 2024

	Actual 2022	Budget 2023	Budget 2024	\$ Change	% Change
Operating Revenue:					
Casualty Insurance Revenue	\$ 2,935,275	\$ 4,475,749	\$ 3,816,405	\$ (659,344)	
Total operating revenues	2,935,275	4,475,749	3,816,405	(659,344)	-14.7%
Non-Operating Revenue:					
Interest revenue	-	9,250	-	(9,250)	
Total revenues	2,935,275	4,484,999	3,816,405	(668,594)	-14.9%
Operating Expense:					
Wages and benefits	262,286	153,359	132,203	(21,156)	
Services	854,048	73,500	402,000	328,500	
Fuel, materials and supplies	209	100	-	(100)	
Casualty and liability costs	3,984,063	5,324,238	4,022,000	(1,302,238)	
Utilities	12	-	-	-	
Leases, other and admin. charges	135	-	600	600	
Casualty self-insurance	2,543,939	3,161,328	3,001,000	(160,328)	
Total operating expenses	7,644,692	8,712,525	7,557,803	(1,154,722)	-13.3%
Non-Operating Expense:					
Total expenses	7,644,692	8,712,525	7,557,803	(1,154,722)	-13.3%
Net income (deficit) before depreciation and transfers	(4,709,417)	(4,227,526)	(3,741,398)	486,128	-11.5%
Net Transfers	(5,095,875)	(4,227,526)	(3,741,398)	486,128	
Net income (deficit)	\$ 386,457	\$ -	\$ -	\$ -	0.0%

Numbers may not sum due to rounding.

Workers' Compensation Self Insurance Fund
Statement of Revenue & Expense
FY 2022 - FY 2024

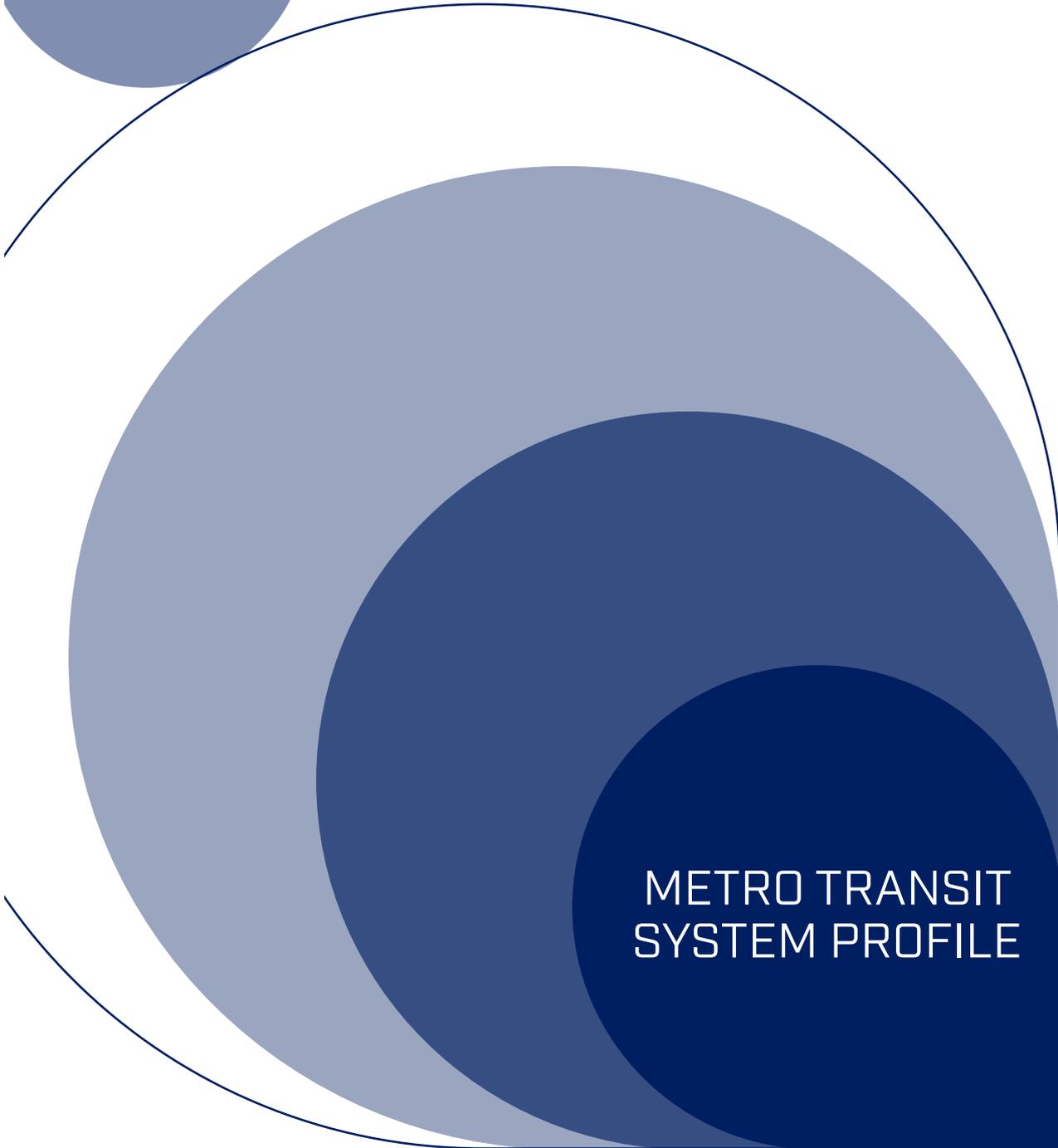
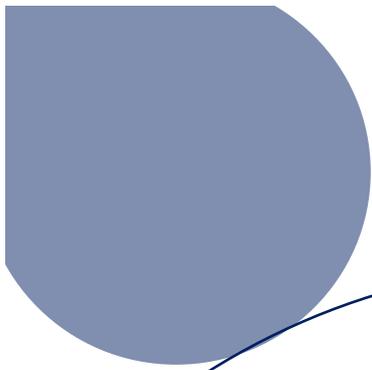
	Actual 2022	Budget 2023	Budget 2024	\$ Change	% Change
Operating Revenue:					
Workers' Comp. Insurance Revenue	\$ 11,396,650	\$ 6,229,499	\$ 6,820,672	\$ 591,173	
Total operating revenues	11,396,650	6,229,499	6,820,672	591,173	9.5%
Non-Operating Revenue:					
Interest revenue	1,405	12,700	-	(12,700)	
Total revenues	11,398,055	6,242,199	6,820,672	578,473	9.3%
Operating Expense:					
Wages and benefits	257,275	138,865	153,944	15,079	
Services	572,153	12,350	356,500	344,150	
Fuel, materials and supplies	1,012	100	-	(100)	
Casualty and liability costs	399,754	235,000	281,000	46,000	
Utilities	4	-	-	-	
Leases, other and admin. charges	539,855	750,850	401,500	(349,350)	
Workers comp self-insurance	7,699,313	6,242,576	6,800,000	557,424	
Total operating expenses	9,469,366	7,379,741	7,992,944	613,203	8.3%
Non-Operating Expense:					
Total expenses	9,469,366	7,379,741	7,992,944	613,203	8.3%
Net income (deficit) before depreciation and amortization	1,928,689	(1,137,542)	(1,172,272)	(34,730)	3.1%
Net transfers	(1,617,092)	(1,137,542)	(1,172,272)	(34,730)	
Net income (deficit)	\$ 3,545,781	\$ -	\$ -	\$ -	0.0%

Numbers may not sum due to rounding.

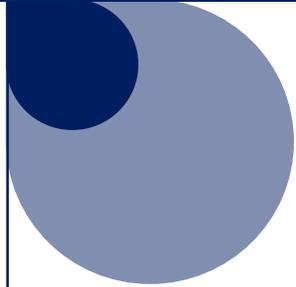
Arts In Transit (AIT)
Statement of Revenue and Expense
FY 2022 - FY 2024

	Actual 2022	Budget 2023	Budget 2024	\$ Change	% Change
Operating Revenue:					
Not-For-Profit revenue	\$ 20,734	\$ 88,329	\$ 51,950	\$ (36,379)	
Other operating revenue	21	-	-	-	
Total operating revenues	20,755	88,329	51,950	(36,379)	-41.2%
Non-Operating Revenue:					
Total revenues	20,755	88,329	51,950	(36,379)	-41.2%
Operating Expense:					
Wages and benefits	2,261	16,139	-	(16,139)	
Services	17,485	58,188	50,000	(8,188)	
Fuel, materials and supplies	11	6,000	1,700	(4,300)	
Utilities	1	650	-	(650)	
Leases, other and admin. charges	(4,513)	7,352	250	(7,102)	
Total operating expenses	15,245	88,329	51,950	(36,379)	-41.2%
Non-Operating Expense:					
Contributions to outside entities	-	-	-	-	
Total expenses	15,245	88,329	51,950	(36,379)	-41.2%
Net income (deficit) before depreciation and transfers	5,510	-	-	-	0.0%
Net income (deficit)	\$ 5,510	\$ -	\$ -	\$ -	0.0%

Numbers may not sum due to rounding.



METRO TRANSIT
SYSTEM PROFILE



Metro Transit – Strategic Plan Overview

Priorities

Metro Transit's priority is to run a safe and secure system fully responsive to input from regional leadership, Metro customers, and the recent MetroLink security assessment. Metro works to maintain and build ridership through dedicated efforts that improve public perception through team member engagement, strategic planning, communications, and marketing strategies that strengthen relationships with our partners and customers.

Strategic Focus

Delivering customer-focused transit solutions that help build a more connected, vibrant, and thriving region. We are committed to stabilizing and growing ridership by investing in programs that are safe, secure, equitable, and efficient.

Our strategic focus for FY 2024 centers on:

SAFETY & SECURITY

- We have made tremendous strides in security operations and continue improving through security-focused system enhancements. We are training and empowering team members to understand and contribute individually to a safer, more secure Metro.

CUSTOMER EXPERIENCE

- We are working to deliver an improved customer experience through programs and partnerships that match transit solutions to customer and community needs, and delivers capital investments that balance customer experience goals, service expansion, and transit asset management principles.

RECOVERY

- We are responding to the impact of the COVID-19 pandemic by prioritizing our commitment to the safety of our team members and customers, delivering equitable transit service, and ensuring Metro maintains the capacity to sustain operations into the future.

FISCAL RESPONSIBILITY

- We are focusing our resources, reorienting our service, rebuilding our team, and seeking innovative funding opportunities and partnerships to preserve Metro's long-term financial sustainability.

PARTNERSHIPS / RELEVANCE

- We are building and nurturing partnerships, developing authentic relationships with our customers, and connecting to national transit-related conversations to remain timely and relevant.

Assumptions

The FY 2024 budget projects a \$1,118,788 deficit position before depreciation and net transfers.

Service miles and hours are budgeted at a slightly higher level (2.5% and 4.2% respectively) over the FY 2023 budget. System revenue hours are also budgeted at a similar increase over the FY 2023 budget.

Passenger boardings on MetroBus, MetroLink, and Call-A-Ride for FY 2024 show a combined system operating at the same level as the FY 2023 budget. Expected ridership will result from multiple factors including higher fuel costs, perceptions of security, pandemic issues and changes in workforce transit patterns including telecommuting.

Operating Revenue

Passenger revenue is budgeted at \$22.1 million for FY 2024. This is an increase of \$3.5 million or 19.0% from the FY 2023 budget. The increase in passenger revenue is reflective of a ridership return from the pandemic issues in previous years. The proposed budgeted revenue level is reflective of the focus on improvements in safety and security issues resulting from the use of all available resources. Utilization of mobile ticketing APPs along with the expansion of on-demand service options available within the community are also a contributing factor. Metro's focus on the customer experience through improved safety and security measures and new customer amenities should continue to help improve ridership trends. Bi-State Development continues to work with its funding partners, law enforcement partners, and civic and community groups to improve the safety and security of the system. These factors have been incorporated into the FY 2024 operating budget ridership projection with no plans for fare increases in this fiscal budget.

Paratransit contracts include Medicaid revenue and other contractual receipts related to trips provided by Paratransit Operations. The \$1.4 million budgeted in FY 2024 is expected to remain approximately the same as the FY 2023 budget.

Other operating revenue includes advertising on revenue vehicles, bus shelters, and MetroLink stations; provided maintenance service and vending machine concessions; rental income and miscellaneous other revenue. Other operating revenues are expected to decrease \$921,351. This is the result of decreased revenue from rental income, vendor rebates and ATS contractual work.

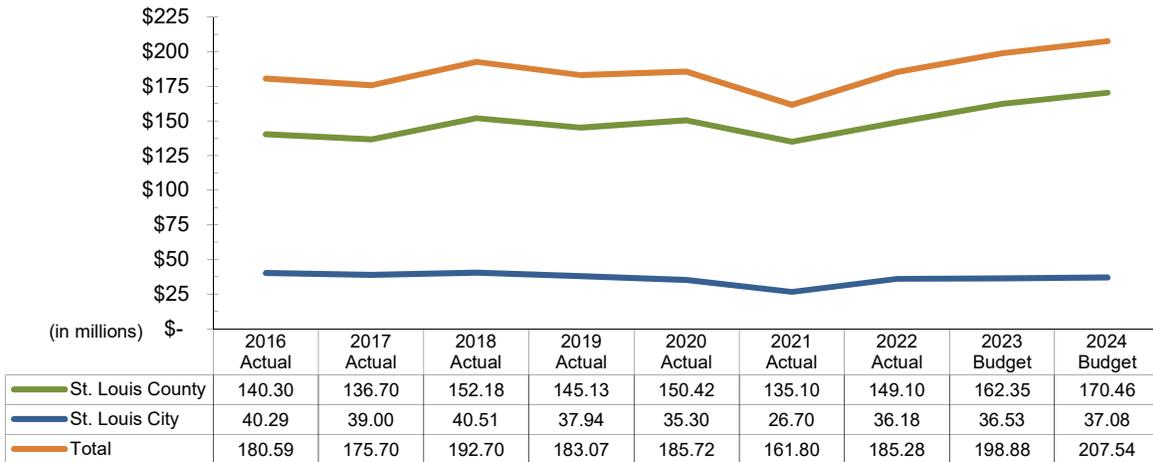
Grants, Sales Tax, and Contractual Revenue

City of St. Louis and St. Louis County sales taxes include ½ cent sales tax (1973) for transportation and ¼ cent sales tax (1994) for light rail development, operation and maintenance and a ¼ cent sales tax (passed 1997, collected 2010) for system operating capital and future expansion. Only the ½ cent tax (1973) is subject to deductions for Tax Increment Financing (TIF). St. Louis City forwards to BSD all taxes collected net of TIF's.

St. Louis County voters passed Prop A, a ½ cent sales tax (2010) and the City of St. Louis activated Prop M2, a ¼ cent sales tax to fund service restoration, enhancements, and future expansion. St. Louis County appropriates operating, capital, and debt service funding annually to cover for the service package requested.

Sales tax receipts (after TIF reductions) appropriated to BSD:

Sales Tax Appropriations



The chart above represents the growth in appropriation of sales tax from St. Louis City and County to BSD. A somewhat stronger trend has been noticed in the local economy which translates to relatively modest growth in sales tax receipts for FY 2022 and optimistically through FY2024 in St. Louis City and St. Louis County sales taxes. Budgeted sales tax receipts are allocated between operating needs, debt service requirements, and capital programs.

State of Missouri revenue for the FY 2024 budget is a conservative estimate at \$750,000.

St. Clair County, Illinois revenue is based on a service agreement between St. Clair County Transit District and BSD. The District administers St. Clair County tax collections and Illinois Department of Transportation funding and contracts with BSD for services. St. Clair County reduced fixed route bus service in FY 2023 and FY 2024.

Federal vehicle maintenance represents federal capital formula funds that BSD chooses to program for vehicle maintenance per the Federal Transit Administration's guidelines. FY 2024 budget remains consistent with FY 2023 budget.

Non-capital federal grant revenue funding is expected to be \$3.9 million for FY 2024. These funds are expected to be used for MetroLink right-of-way and tunnel structural repairs, system conduit rehabilitation and facilities parking lot repairs and other operating needs as determined.

Non-Operating Revenue

Investment income consists of interest earned on invested funds. The projected budget for FY 2024 is \$3,560,776. This sizable increase over the prior year budget is a result of a stronger interest rate environment.

Capital lease revenue recognizes the revenue associated with capital leases. The revenue and expense offset. For FY 2024, these amounts are both \$10.0 million.

Expenses

Wages & benefits are expected to be 4.6% less than the FY 2023 budget. Operator staffing is a planned reduction. The benefits component decreased 7.1% over the prior year, pension costs having the largest impact.

Other post-employment benefits arose from the implementation of GASB Statement No. 45, Accounting and Financial Reporting for Employers for Post-employment Benefit Plans Other Than Pension. Total OPEB consists of pay-as-you-go retiree medical costs (included in benefits) and the unfunded portion. For FY 2024, the unfunded portion of OPEB cost is budgeted at \$1.2 million. This is a \$2.4 million decrease over the prior year.

Services are expected to increase 23.2%. Metro continues to budget increased costs related to public safety concerns on the Metro transit system. Contracts with our law enforcement partners supplement these services. For FY 2024 a focus on leveraging the use of individual mobility services to replenish ridership reductions resulting from lower service levels will contribute additional costs of \$5.8 million.

Fuel hedging (realized gains/losses) helps neutralize the outcome of price spikes or decreases in the budget. The fuel hedge program involves purchasing heating oil

contracts up to 36 months into the future. In times of rising prices, hedging contracts rise in value when sold and generate a savings that slows the effect of the market increase.

Fuel and lubrications net expense for the FY 2024 budget is anticipated to increase 4.8% due to slightly rising fuel costs. Fuel usage throughout the system will slowly decline as newer more fuel efficient alternatives are introduced.

Parts and supplies expense is expected to increase 3.9%. Life cycle fleet maintenance is the basis in determining revenue equipment parts needs each year. Enhanced inventory management which includes addressing supply chain issues and a continued emphasis on quality parts will drive cost efficiencies and savings.

Casualty and liability expense is dependent on a variety of factors including the insurance market, passenger boardings, the number of miles driven, population density of the service area and the number of accidents, injuries and claims. Casualty and liability expense is expected to decrease 8.0% compared to the previous budget. Property lines are expected to increase due to hard market conditions.

Utilities, including electric propulsion, are budgeted at 6.3% more than the prior year due to in part to increased consumption. Process improvements continue to be the goal to reduce expense. The 2024 budget is in line with the cost needed to support expected activity.

Other expenses consist of taxes, leases, advertising, travel, and staff development. FY 2024 reflects a 65.0% increase compared to the prior year budget. This increase includes additional staff development training, employee retention programs and advertising.

Management fees are payments to Executive Services for providing administrative services to Metro.

Non-Operating Expense

Capital lease expense recognizes the cost associated with capital leases. The expense is offset by a revenue amount. For FY 2024 these amounts are both \$10.0 million.

Interest on debt results primarily from interest paid on bonds issued to finance the Cross County expansion. Interest expense is budgeted at \$12.5 million in FY 2024.

Sheltered workshop expense is budgeted at \$2.4 million.

Depreciation and Amortization

Depreciation in public transit systems is generally not funded by operating income. This differs from private industry, which must generate profits for purchase/replacement of property and equipment. Depreciation is presented as required by U.S. Generally Accepted Accounting Principles (US GAAP). Depreciation is not funded to provide equity for capital replacements because capital assets are predominately funded by federal grants. For FY 2024, depreciation is expected to be \$71.5 million.

Net Transfers

Internal service fund administration fees are charged by the Workers' Compensation and Casualty Self-Insurance Funds to Metro Transit. These fees represent self-insurance administration costs in excess of claim amounts paid. The amount of the Self-Insurance Administration Fee for FY 2024 is \$4.9 million.

Tourism Innovation

Gateway Arch

Strategic Focus

In partnership with the National Park Service (NPS) and the other Gateway Arch National Park (GANP) partners, the Gateway Arch team remains committed to providing an exceptional visitor experience to visitors from around the country and the world. Despite operational changes during the pandemic, and impacts from the nationwide workforce shortage, the team continues to maintain high guest satisfaction with limited resources. In FY 2024, we will strive to increase tram ridership and maximize revenues and efficiency. Additionally, we will implement new strategies to further enhance the museum's identity as a world-class destination and to increase overall attendance at GANP.

Our strategic focus for FY 2024 centers on:

VISITOR EXPERIENCE

- ✓ From seamless pre-visit planning and wayfinding to valuable post-visit interactions, we are optimizing the Gateway Arch tram and ticketing operations by providing a memorable visitor experience.

FINANCIAL RESPONSIBILITY

- ✓ We are implementing cost-effective solutions while developing strategies to maximize revenue streams.

SAFETY

- ✓ We continue to identify and implement unique solutions to maximize visitor and team member safety while remaining in compliance with all applicable regulations and guidelines.

TEAM

- ✓ We are motivating and engaging our team members with guest-focused training, rewarding challenges and community outreach opportunities.

Revenue

Arch ticket sales are projected based on 624,435 tram passengers expected in FY 2024. The projected revenue for ticket sales is \$8,742,098, 14.2% higher than in FY 2023 and in line with FY 2019's pre-pandemic actual revenue of \$8,693,325. In January 2022, we updated tram ticket pricing in collaboration with the National Park Service to help the operation's revenue return to pre-pandemic levels, while offering a less-crowded observation deck experience. Tram rates range from \$15-\$19 for adults and \$11-\$15 for children. A \$3 National Park Entrance fee is included in the adult rate.

Site rental and other revenues include tram rental fees for after-hours special events held at the Gateway Arch and convenience fees assessed on call center and online ticket purchases.

Interest Revenue from Investments increased substantially from the prior year due to a much more favorable interest rate environment. FY 2024 interest revenue is \$433,187.

Expense

Wages and benefits including OPEB are approximately level, increasing by an amount of \$23,091. This wage and benefit level are a result of maximizing efficiencies in some areas of operation such as ticket center staffing.

Services decreased by .6% from the FY 2023 budget. In FY 2024, the largest expenditure in this category is the committed cost of Operations and Maintenance (O&M) of \$1.1M formerly carried in Contributions to Outside Entities expense. Next is the cost of tram mechanics employed by the National Park Service. Services include the following (in thousands):

Mechanics employed by the National Park Service	\$ 971
Credit card fees, banking service charges	210
Legal and consulting	28
Internet web site maintenance and development	44
Maintenance services	62
Other (employment verification)	4
O & M Committed Costs	1,100
	<u>\$2,419</u>

Materials and supplies are budgeted at \$691,296, which is 5.0% lower than the prior year budget. Amounts are due to parts and materials needed for the Arch trams.

Casualty and liability costs are budgeted 9.0% lower than the FY 2023 budget due to lower premiums.

Utilities are primarily electricity costs that are \$133,324 of the overall \$136,324 utility budget. Utility costs are influenced to some degree by the severity of the weather although much of the facility is underground.

Other expense includes the following (in thousands):

Management fee to Agency	\$ 828
Advertising and promotion	823
Dues, Training, Travel and Other	<u>124</u>
	<u>\$ 1,775</u>

Other expense is budgeted in FY 2024 to be 20.7% higher primarily due to an increase in management fees earned on increased revenue from ticket sales and a focus returning to staff training.

Interest expense is the interest on the \$7.5 million Arch Tram Revenue Bonds refunded in August of 2021. The original bond issue funded both the motor generator set replacement project and the Arch Visitor Center roof replacement project.

Contributions to outside are costs associated with project requests from the National Park Service for improvements to Gateway Arch National Park.

Net income for FY 2024 is budgeted at \$1,225,987, an increase of \$1,481,622 from FY 2023's budget.

Tourism Innovation

Riverfront Attractions

Strategic Focus

BSD Riverfront Attractions, include Riverboats at the Gateway Arch and one of the only inland waterways public use heliports in the United States. Our scenic helicopter tour provider along with riverboats cruises, gift shop, and Paddlewheel Café, provide a complete riverfront destination for locals and tourist. Taken together with cross promotion to Gateway Arch visitors, we seek to extend overall visit time along with increase per capita spending by visitors to the St. Louis Riverfront. We strive to meet or exceed a CSAT (Customer Satisfaction) rating of 85% for each of the following categories – Food Service, Overall Experience, and Team Performance.

Our strategic focus for FY 2024 centers on:

PROMOTIONS & GUEST EXPERIENCE

- ✓ We are creating cross-promotional marketing opportunities which leverage 'combo pricing' with Arch tram tickets, improving cruise itineraries and events focused on increasing local engagement, partner buy-in and repeat clientele experiences.
- ✓ We continue to improve marketing and communication efforts that promote a safe and memorable experience for our guests. We are dedicated to executing a seamless experience from pre-visit planning to post-visit interactions, including enhanced digital feedback methods.

TEAM DEVELOPMENT

- ✓ We are focused on educating team members on efficiency, communication, resources and safety, while developing skills that promote cross-functional teams, improving communication and conflict management skills.

FISCAL RESPONSIBILITY

- ✓ Our focus on increasing Riverboat ticket sales and Paddlewheel Café revenue includes effectively managing costs and identifying potential expense savings while balancing operational challenges and leveraging key partnerships and earned media for increased exposure.

SAFETY & SECURITY

- ✓ Together with United States Coast Guard requirements, Passenger Vessel Association recommendations, and direct support from BSD Public Safety, our safety and security plan includes proactive measures focused on protecting team members and guests. In partnership to Gateway Arch National Park Alliance partners, we strive to improve the overall visitor experience to the St. Louis Riverfront while at the same time deterring unwanted activities.

Revenue

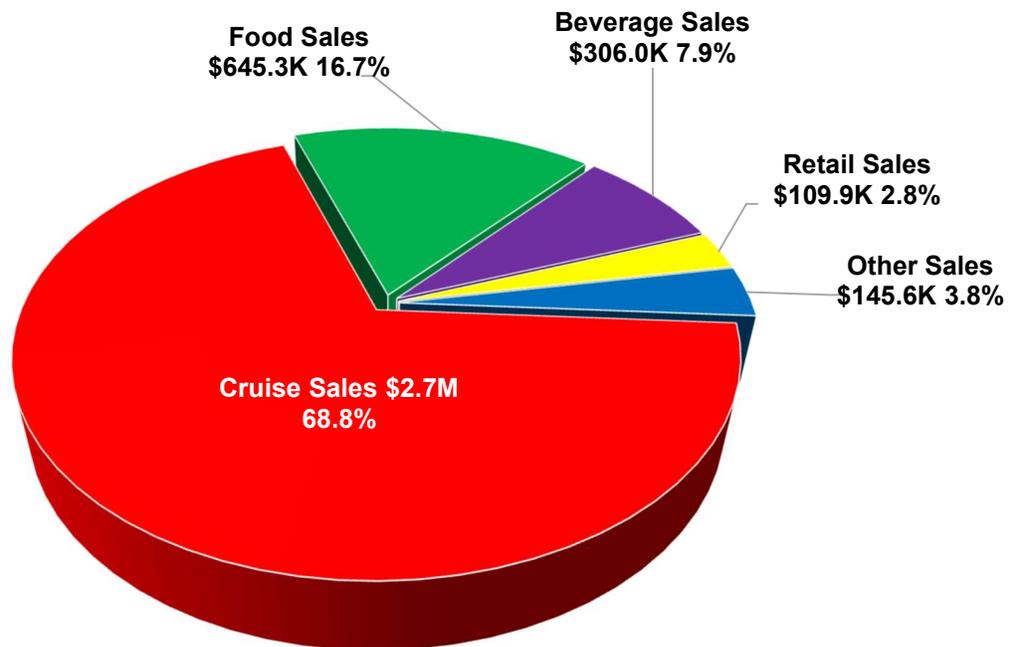
Cruise revenue is based on the FY 2024 budget of 133,379 passengers. Cruise revenue is projected at \$2,661,425. In conjunction with the Gateway Arch, the riverboats offer variable pricing, with an adult sightseeing ticket starting at \$24 and a child ticket starting at \$14. A base dinner cruise ticket is \$54.

Food revenue includes food sold on dinner dance cruises, on board concessions and at the Paddlewheel Café. Food revenue is budgeted to increase 11.1% from the FY 2023 projection.

Beverage revenue is generated from beverage sales on the various types of cruises and from the Paddlewheel Café. Beverage revenue is budgeted to decrease 19.3%.

Retail revenue is generated from gift shop sales. These revenues are lower by 16.3% from the FY 2023 budget.

Other miscellaneous revenue includes revenues from helicopter tours and concessions and a contracted passenger cruise photography service.



Expense

Wages and benefits including OPEB decreased 11.8% in the FY 2024 budget.

Services are budgeted to increase 42.8% from the prior year budget. This increase is primarily due to an increase in maintenance services and consulting fees.

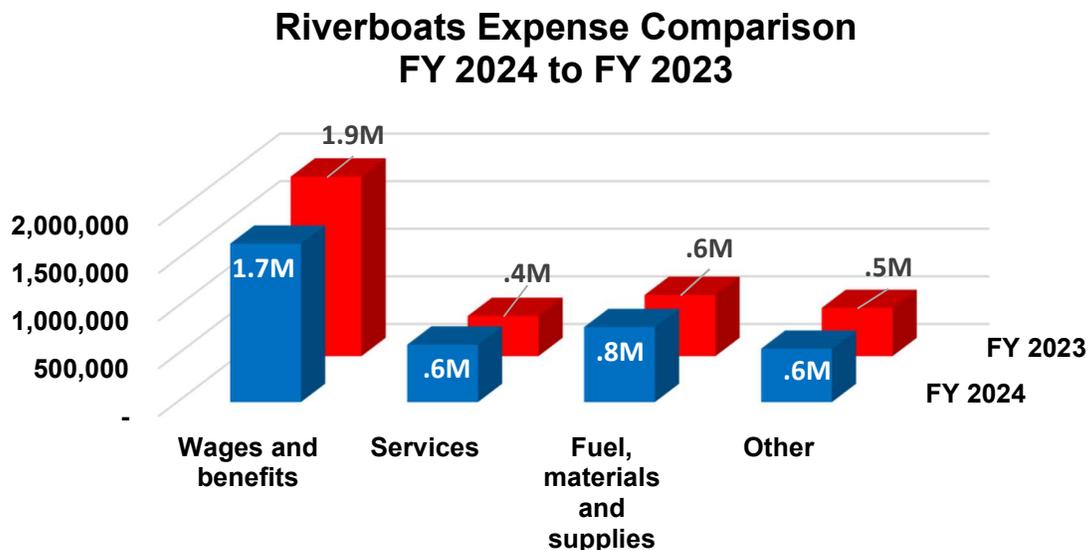
Materials and supplies are budgeted 22.3% higher than the previous budget. The FY 2024 budget for materials and supplies is a reflection of the expected change in revenue components related to the anticipated number of cruises and patrons.

Fuel and lubrications expense is budgeted to increase 22.3% over FY 2023 in line with the higher Cruise Revenue.

Casualty and liability costs are 8.6% more than budgeted costs in FY 2023 due to increases in premiums.

Utilities are comprised of \$51,711 for electricity, \$3,141 for telephone, \$8,094 for natural gas, \$10,344 for waste removal, and \$12,935 for water and sewer. Utilities are significantly impacted by the severity of weather, level of service, and days of operation.

Other expense is 22.2% higher than the prior year. Over the last two years advertising costs have been modified to match the necessary level of business and to strengthen awareness of new programs and cruise themes available to the public. Advertising is budgeted at approximately \$90,000 or 25.0% less than FY 2023 in an effort to maintain the current level of revenue streams.



Net income before depreciation is budgeted at \$260,669.

St. Louis Downtown Airport

Strategic Focus

The airport continues to market its services and real estate as a way to increase its economic impact on the St. Louis region while attracting more attention from aeronautical businesses, corporations, and the flying public. In FY2024, activity at and around the St. Louis Downtown Airport showed steady recovery from the effects of the COVID-19 pandemic. The airport is positioning itself to be a trusted aeronautical entity with a well-organized, safe, efficient, and professional reputation to users and potential developers.

Our strategic focus for FY 2024 centers on:

OPERATIONAL EFFICIENCY

- ✓ Invest in software and equipment to streamline processes and reallocate personnel resources to more valuable efforts.

FISCAL RESPONSIBILITY

- ✓ Collaborate with FAA, State, and Local agencies to maximize multiple funding opportunities to support capital improvements.
- ✓ Ensure airport properties are continuously leased and occupied, improve and expand airport services, and reduce inefficient short-term solutions for maintenance and operational discrepancies.

SAFETY

- ✓ Regularly audit internal safety programs and trainings to ensure the airport meets and exceeds federal safety standards.

PROMOTION & ENGAGEMENT

- ✓ Continue to foster culture of staff ownership in supporting and improving airport services in a user first service philosophy.
- ✓ Leverage tenant partnerships to collaborate on marketing efforts to build market awareness and attract aircraft, businesses, and developers to the airport.

Revenue

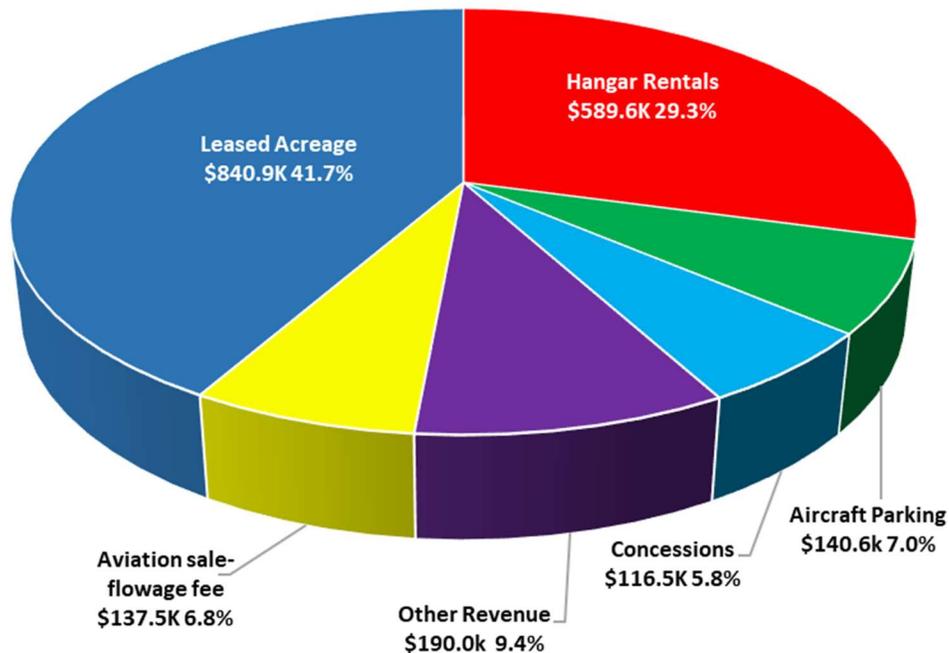
Aircraft parking revenue for FY 2024 is budgeted at \$140,599, this is approximately \$19 thousand or 12.0% lower than the FY 2023 budget.

Leased acreage revenue is airport land leased for private investment. Revenue is expected to be \$840,912. This is a \$115.2 thousand, 15.9% increase from the previous year. Effective July 1, 2022 all leaseholds were adjusted to account for CPI increases.

Hangar rentals are leased property for airframes and tenants. The projected revenue for FY 2024 is \$589,596. This is \$27.4 thousand or 4.4% lower than FY 2023. These leaseholds were also adjusted to account for CPI increases.

Aviation fuel sale-flowage fee revenue is budgeted in FY 2024 at \$137,496. This is \$2.5 thousand, 1.8% lower than expected revenues for FY 2023.

Concession fees include crop income and terminal rental. The FY 2024 budget is \$116,448. This is a 3.0% decrease from FY 2023 budget.



Expense

Wages and benefits including OPEB are \$1.06 million up 6.1% from the FY 2023 budget.

Services include the following (in thousands):

Legal and consultants fees	\$ 95
Contract maintenance	80
Other	<u>19</u>
	<u>\$ 194</u>

Services are budgeted in FY 2024 to be 33.9% higher than FY 2023. The FY 2024 budget includes legal, consulting, and contracted maintenance fees. Legal uses include lease review, risk mitigation, and ensuring free and fair access and competition at the airport. Consulting services include general engineering, surveys, plots, airspace studies, and concurrent use agreements. Contracted maintenance services include elevator and extinguisher maintenance, fire alarm maintenance, the emergency phone system, firefighting truck inspection and maintenance, and HVAC controls system support. Increases are primarily due to increased costs and needs.

Parts and Supplies are budgeted in FY 2024 to be 32.8% lower than FY 2023. These costs are for vehicle and equipment maintenance.

Casualty and liability costs are budgeted to increase 34.8% over FY 2023 budgeted expenses due to increases in premium rates resulting from a difficult insurance market.

Utilities include electricity, gas, telephone, waste removal, and water are budgeted in FY 2024 to be 4.2% higher than the FY 2023 budget.

Other expense includes the following (in thousands):

Management fees to the Agency	\$ 101
Travel, training, meetings, and dues	36
Other (including advertising)	<u>45</u>
	<u>\$ 182</u>

Income

Net income before depreciation is projected to be \$272,738 for FY 2024.

St. Louis Regional Freightway

Strategic Focus

The St. Louis Regional Freightway (Freightway) optimizes the region's freight transportation network through public and private partnerships and advances the bi-state's position as a global logistics hub. The Freightway works to enhance the region's freight network and strengthen modal flexibility, support workforce development initiatives that build the talent supply chain, and raise awareness about the St. Louis region's global connectivity that makes it a great location to establish or grow a business.

Our strategic focus for FY2024 centers on:

AWARENESS

- ✓ Create platforms and initiate conversations to engage thought leaders in the freight and logistics industry that leads to economic development. Bring civic, public and private partners together focusing on regional prosperity and lending their expertise to help advance the region's status as a global logistics hub.

INFRASTRUCTURE FUNDING & MULTIMODAL CAPABILITIES

- ✓ Develop and build consensus with uniting governments, all modes of transportation, manufacturing/logistics industries and other stakeholders in regional freight around priority projects that modernize the region's network of freight infrastructure. Foster cross-sector partnerships that lead to increased regional competitiveness for funding that benefits freight mobility and economic development.

PROMOTING INDUSTRIAL REAL ESTATE

- ✓ Continue to gain recognition as a global logistics hub. Generate and garner publicity in local, national and international media outlets for the efforts and accomplishments undertaken with regional, national and international partnerships.

RELEVANCE

- ✓ We will continue linking to larger national freight-related conversations, such as the impact of supply chain disruptions on the freight industry and US infrastructure improvement plans, and driving this relevant content through targeted stories directed to regional media outlets and national industry publications.

Revenue

In FY 2024, contributions and fees for service provided are expected to generate \$400,000 in operating revenue.

Expense

Total FY 2024 operating expense is expected to be \$504,023, resulting in a net loss of \$104,023. The majority of operating expense is for consulting services, compensation, and benefits.

Executive Services

Strategic Focus

The President and Chief Executive Officer leads Executive Services. Executive Services is a service enterprise that provides support to all Bi-State Development business operating units. These services are provided by executive management, as well as, the legal department, real estate and economic development department, tourism innovation administration, and the internal audit department.

Revenue

The Metro administration fee provides a significant portion of the revenue for Executive Services. Transit represents 72.9% of the operating revenue.

The Gateway Arch management fee is calculated based on a formula negotiated with the National Park Service. The total Gateway Arch management fee is \$827,729 reflecting a 25.5% increase over FY 2023.

The St. Louis Downtown Airport management fee is calculated at 5% of the Downtown Airport operating revenue and interest income. The St. Louis Downtown Airport administration fee is \$101,208.

The National Park Service fees are calculated at 20% of the Arch entrance fees and movie admissions. The National Park Service administration fee is \$327,657.

Interest Revenue from Investments increased substantially from the prior year due to a much more favorable interest rate environment. FY 2024 interest revenue is \$8.8 million.

Expense

Wages and benefits are \$120,894 higher due to restructures and salary and benefit increases.

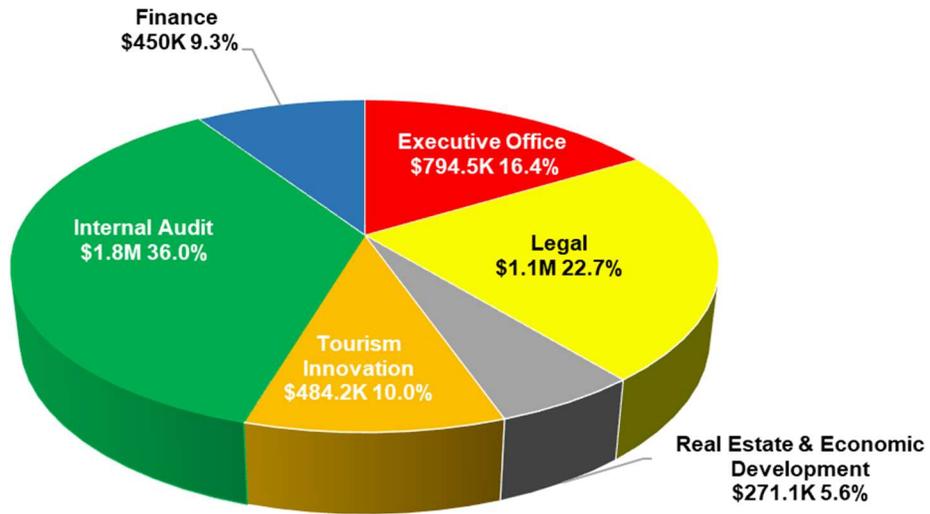
Services consist of fees for outside consultants, auditors, lawyers, and lobbyists and also services for establishing strategic partnerships and investment in Washington DC, Missouri and Illinois. In FY 2024 Executive Services will spend \$282,928 less than in the prior year.

Parts and supplies include office supplies and equipment, training materials, and data processing supplies. The FY 2024 budget for office and data processing supplies increased minimally.

Utilities consist of mobile devices and tablet usage. These expenditures decreased by \$1,400.

Other expense includes employee and commissioner travel, employee training and dues for regional, state, and national transportation and economic organizations. Travel, training, and subscriptions are expected to be 38.3% higher in FY 2024.

Expense by Department



Income

Net income is projected at \$8,602,901.

Health Self-Insurance Fund

Strategic Focus

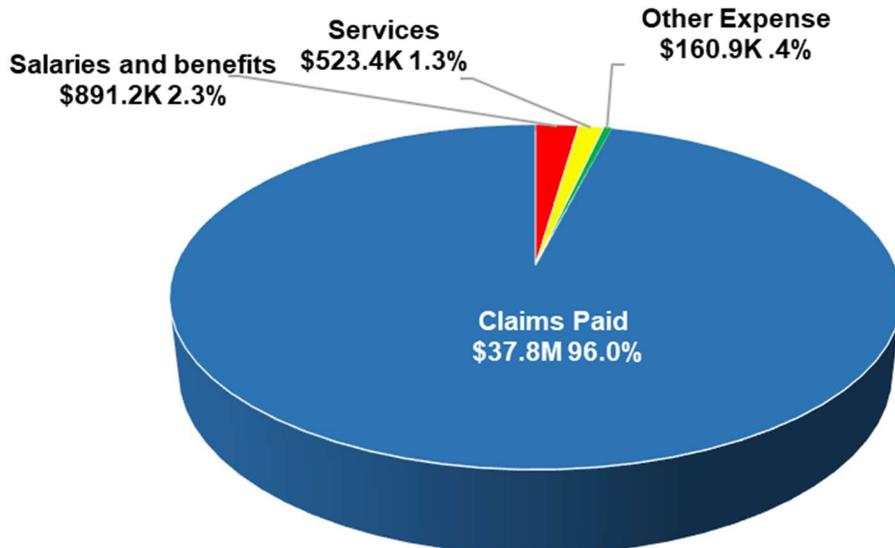
Providing management with greater visibility and enhanced financial reporting for \$39.4 million self-funded health and welfare insurance activities. Guidance and management is provided for benefits and enrollment, monitoring claims, managing third party health related contracts, proposing cost controlling measures, and the in-house wellness program. The wellness program is an active part of BSD's cost control environment.

Revenue

Revenue for the Health SIF is generated by charges for services provided to other business units within BSD and to related parties. The majority of revenue is remitted from BSD business units who pay for the company portion of health plan costs for each units' respective employees. Other funding comes from the employee and pensioner contributed portion of health related benefits and represent approximately 17.3% of the revenue provided by the fund.

Expense

The majority of total operating expense for the Health SIF consists of claims paid for medical, prescription, and dental. Other operating expenses include: compensation for staff to operate the programs, consultant fees, third party administrator fees, and premiums for excess insurance coverage. Claims paid are the largest single expense for the self-insurance fund and represent claims paid on a cash basis. Claims paid in FY2024 are expected to decrease by \$2,345,072 or 5.8%. A number of company sponsored wellness offerings are available throughout the year.



Casualty Self-Insurance Funds

Strategic Focus

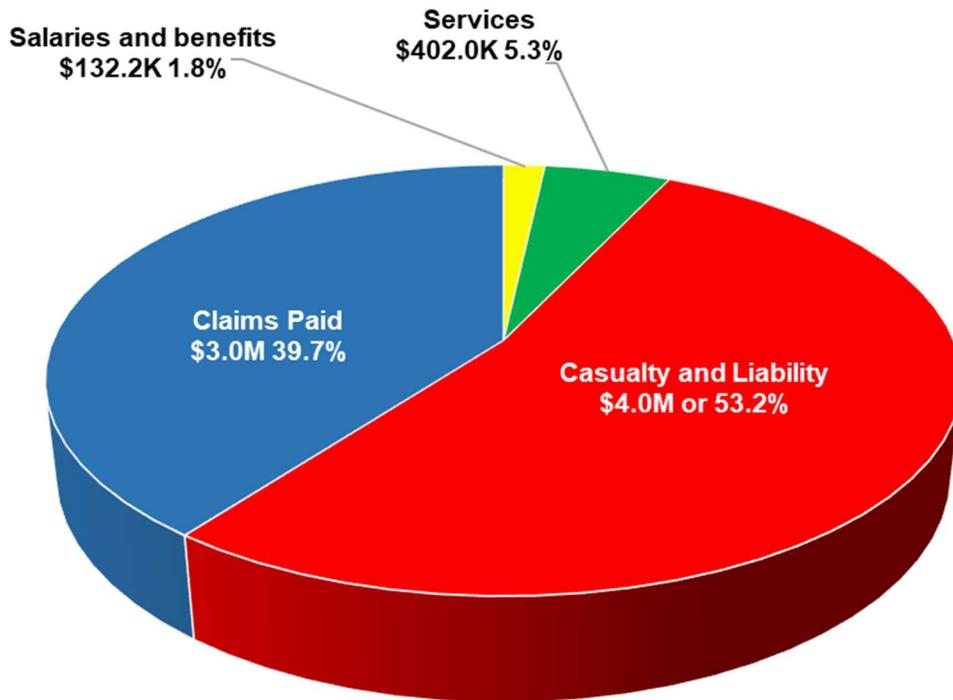
BSD's Casualty Self-Insurance Fund (SIF) focuses on managing premiums, reporting claims, and controlling cost while providing greater visibility and financial reporting for the \$7.6 million in self-funded risk activities.

Revenue

Revenue for the SIF is generated by charges for services provided to other business units within BSD. As insurance claims are incurred, the affected business unit within BSD is charged for the incurred claim and offsetting revenue is generated within the SIF. The incurred amount charged to each business unit represents the claim amount and insurance premiums. There is a secondary charge to the business units for administrative services provided. The secondary fee covers personnel compensation and general office expenses to operate the fund.

Expense

Total operating expense for the self-insurance fund consists of compensation for staff, consultant fees, premiums for excess insurance coverage, office supplies, and claims paid. Claims paid are the largest single expense for the self-insurance fund and represents claims paid on a cash basis. Claims paid are expected to decrease in FY 2024 by \$160,328 or 5.1%.



Workers Compensation Self-Insurance Fund

Strategic Focus

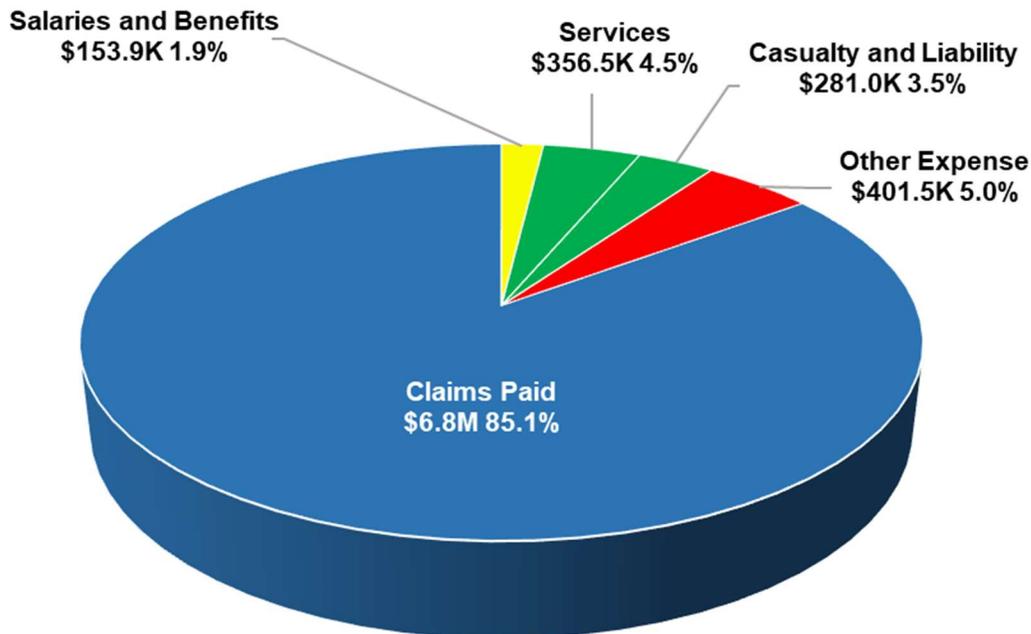
The Workers' Compensation Self-Insurance Fund (SIF) is focused on managing premiums, reporting claims, and controlling cost. The SIF provides greater visibility and financial reporting for BSD's \$8.0 million in self-funded activities.

Revenue

Revenue for the SIF is generated by charges for services provided to other business units within BSD. As insurance claims are incurred, the affected business unit within BSD is charged for the incurred claim and an offsetting revenue is generated within the SIF. The incurred amount charged to each business unit represents the claim amount and insurance premiums. There is a secondary charge to the business units for administrative services provided. The secondary fee covers personnel compensation and general office expenses to operate the fund.

Expense

Total operating expense for the internal service funds consist of compensation for staff to operate the programs, consultant fees, premiums for excess insurance coverage, office supplies, and claims paid. Claims paid are the largest single expense for the self-insurance fund and represents claims paid on a cash basis. Claims paid in FY 2024 are expected to be up \$591,173 or 9.5%.



Arts In Transit, Inc.

Strategic focus

Arts in Transit, Inc. (AIT) facilitates community engagement public art programs and projects that enhance the transit experience through creative place making and wayfinding.

Our strategic focus for FY2024 centers on:

FISCAL RESPONSIBILITY

- ✓ We engage with nationally recognized curators to repair and restore the collection of art installations across the Metro Transit System resulting from deterioration and abuse. Condition assessments assist in prioritizing installations which require preservation.

CUSTOMER EXPERIENCE

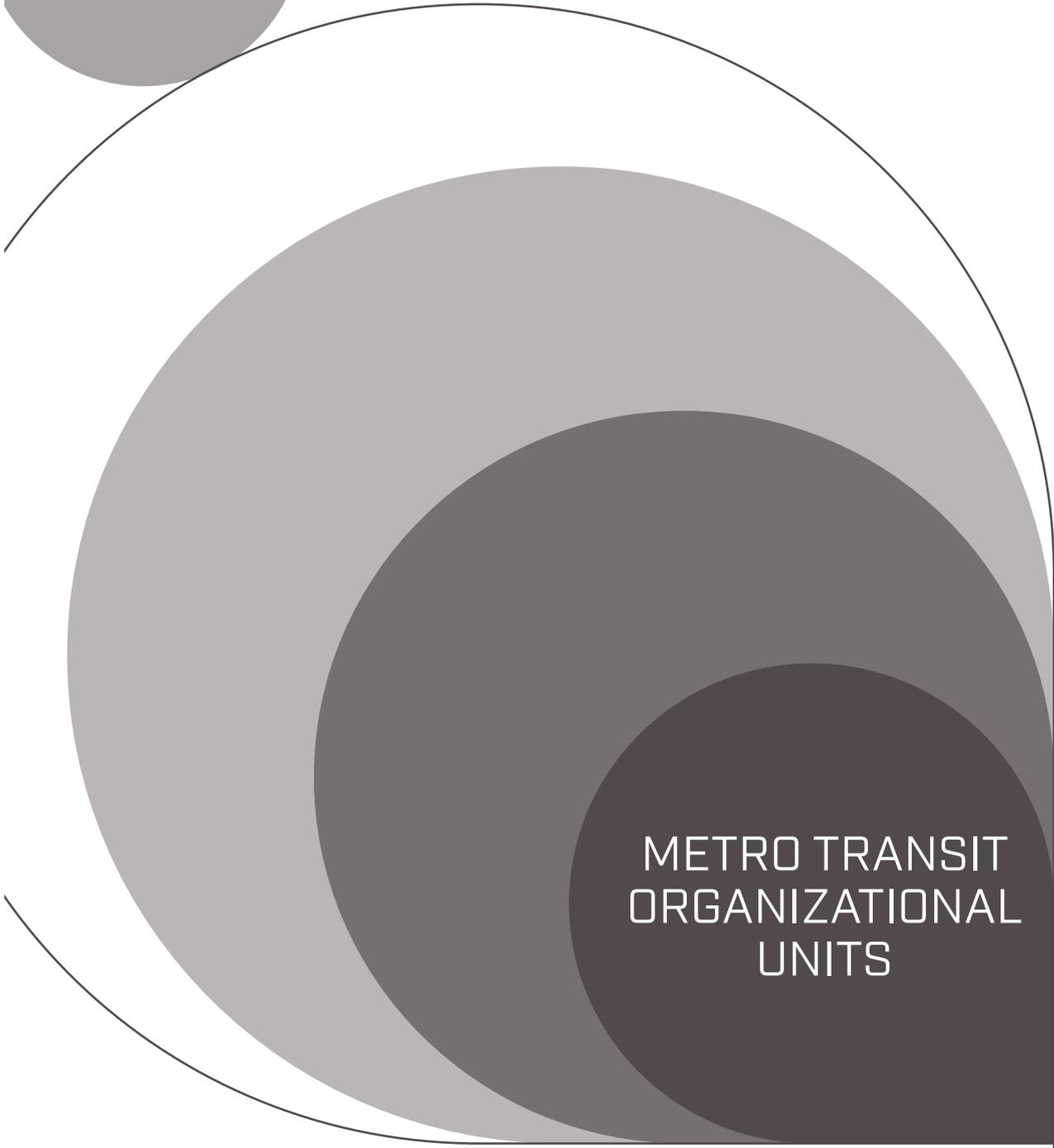
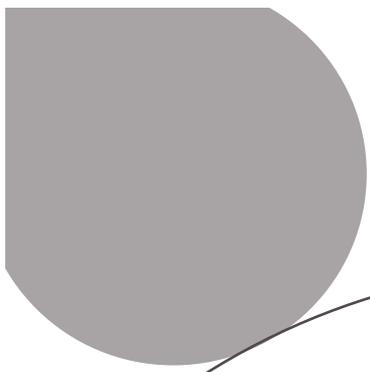
- ✓ Improve consumer engagement and ridership across the Metro system through creative initiatives that allow our team to engage with families, community groups, and constituents through are projects that can be integrated into our facilities and rolling fleet.
- ✓ Improve the perception of Metro Transit services through reinvigorated AIT engagement programs such as MetroLines (Poetry), MetroScapes (Visual), and Art in Motion (Bus Painting) geared toward education.

Revenue

Arts in Transit revenue for FY 2024 is expected to be \$51,950. In-Kind Contributions are provided through the expertise and service contributions from BSD staff.

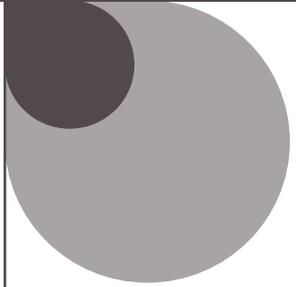
Expense

Arts in Transit incurs expense from consulting fees, the use of outside services to assist in various art projects, and art materials and supplies. In FY 2024 operating expenses are projected to decrease \$36,379 or 41.2% due to decreased spending for materials and supplies.



METRO TRANSIT
ORGANIZATIONAL
UNITS

CAPITAL BUDGET



BU220002



Metro Transit

Capital Revenue Assumptions FY 2024 – FY 2026

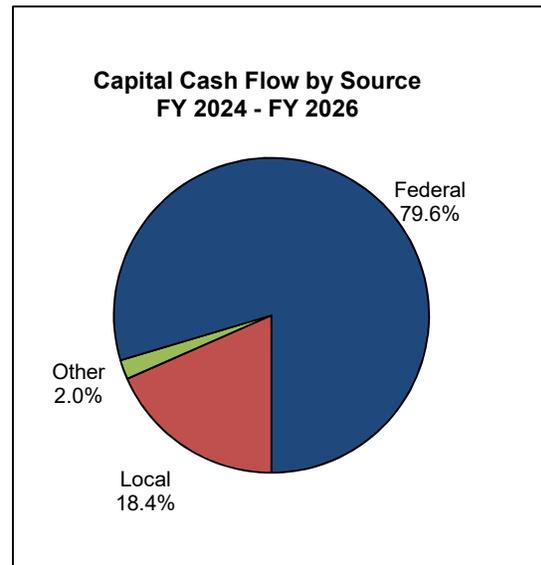
Federal Funding

“Infrastructure Investment and Jobs Act” (IIJA)

The IIJA, also known as the Bipartisan Infrastructure Law, is a five year bill signed into law by President Biden on November 15, 2021. The IIJA Act became effective on October 1, 2022. The new transportation law authorizes transit programs for FY 2022 – FY 2026, through September 30, 2026. The IIJA Act provides steady and predictable funding over the next five years and authorizes up to \$108 billion for public transportation. The IIJA Act also targets funding increases towards improving state of good repair and the bus program. The IIJA provided an increase in funding for FY22 of 33% or \$19M from the FAST Act - FY21.

Under the IIJA, annual authorizations through the Section 5307 Urbanized Area Formula program are expected to increase by approximately 2% each year over FY 2023 authorized amounts. Annual authorizations through the Section 5337 State of Good Repair program are expected to increase by approximately 2% each year over FY 2023 authorized amounts. The Section 5339 Bus and Bus Facility formula program is maintained under the new transportation law and annual authorizations are expected to increase by approximately 2% each year over FY 2023 authorized amounts. Additionally, the IIJA includes

discretionary grant opportunities that will advance public transportation through four key properties: Safety, Modernization, Climate and Equity.



Annual capital revenue assumptions over the FY 2024 – FY 2026 capital budget period for Bi-State Development will be based on several factors. For urbanized areas (UZAs) with populations of 200,000 or more, the formula is based on a combination of bus revenue vehicle miles, bus passenger miles, bus operating costs, fixed guideway vehicle revenue miles and fixed guideway route miles, as well as population and population density. The formula allocation also includes a percent of the Section 5307 funds that will be allocated

on the basis of low-income persons residing in urbanized areas. Also, annual revenue from these formula-based programs will be based on Bi-State Development's annual reporting of data to the National Transit Database.

Capital revenue assumptions in the FY 2024 – FY 2026 capital plan are relatively more stable since the IIJA will be in effect throughout this budget cycle and therefore provides a stable sources of federal formula allocations. Population, population density, and low-income population numbers are subject to change based on the 2020 US census count, which will impact the Agency's federal formula allocations as the funding to date have not used the 2020 census data in apportionment calculations.

Under the FAST Act, the Bus and Bus Facility Discretionary program was re-introduced, and includes a sub-program for technological changes or innovations to modify low or no emission vehicles and facilities. This program continues under the IIJA. The IIJA also continues federal highway funding for the Congestion Mitigation and Air Quality program and the Surface Transportation program. Funding under each of these programs is eligible for various public transportation purposes.

The IIJA also continues the Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities program, which is a formula program to improve mobility for seniors and individuals with disabilities by removing barriers to transportation service and expanding transportation mobility options.

Bi-State Development's FY 2024 – FY 2026 capital budget totals \$716.5 million. Funding is planned through the IIJA programs mentioned above as well as previously authorized and apportioned programs under Fast Act, MAP-21 and SAFETEA-LU. Federal discretionary programs such as Congestion Mitigation & Air Quality (CMAQ) funds and Surface Transportation Program (STP) funds are continued under the IIJA and are planned in this capital program.

“Fixing America’s Surface Transportation Act” (FAST Act)

The FAST Act is a five year bill signed into law by President Obama on December 4, 2015. The FAST Act became effective on October 1, 2015. The new transportation law authorizes transit programs for FY 2016 – FY 2020, through September 30, 2020. The FAST Act provides steady and predictable funding over the next five years with an increase of \$1 billion dollars per year to transit. The FAST Act also targets funding increases towards improving state of good repair and the bus program.

The FAST Act re-introduced a discretionary bus program, which was eliminated under the previous transportation law. In addition, recipients are no longer required to expend 1% of the 5307 funding on associated transit improvements.

“Moving Ahead for Progress in the 21st Century” (MAP-21)

MAP-21 was a two-year bill signed into law by President Obama on July 6, 2012. MAP-21 became effective Oct. 1, 2012 and authorized transportation programs through the federal fiscal year ending September 30, 2014. MAP-21 was under a continuing resolution until December 4, 2015. Funding and programs authorized under MAP-21 will continue to be administered through their programmatic life.

MAP-21 repealed the New Freedom Program (Section 5317) established under SAFETEA-LU and the New Freedom Program activities were merged into an existing Section 5310 Elderly and Disabled program creating the new Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities program. The original Section 5310 program was established in 1975 as a discretionary capital assistance program awarding grants to private nonprofit organizations to serve the transportation needs of seniors and persons with disabilities. Under SAFETEA-LU, the Section 5317 New Freedom program was a formula grant program that provided funding for capital and operating expenses that support new public transportation services beyond those required by the Americans with Disabilities Act of 1990. Under the new Section 5310 program, funding supports “Traditional” capital projects and incorporates the New Freedom activities into the program. The FAST Act continues the Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities program over the five-year authorization.

Safe, Accountable, Flexible and Efficient Transportation Equity Act - A Legacy for Users (SAFETEA-LU)

SAFETEA-LU was signed into law on August 10, 2005 and authorized a total of \$52.6 billion in guaranteed funding for Federal transit programs for FY 2005 through FY 2009. SAFETEA-LU was structured to increase investments in public transit through common sense transit solutions. The law expired September 30, 2009 and remained in effect under a series of continuing resolutions until its final expiration on September 30, 2012. Funding and programs authorized under SAFETEA-LU will continue to be administered through their programmatic life.

Department of Homeland Security Transit Security Grant Program (TSGP)

The Transit Security Grant Program continues to be an important funding source for Bi-State Development. These funds provide for the critical hardening of Bi-State Development’s assets by enhancing various security measures as well as providing funding to support front-line employee training and bus and rail response and recovery drills to address potential terrorist threats. The capital budget includes projects and planned applications throughout the FY 2024 – FY 2026 period.

State Funding

Illinois Department of Transportation (IDOT)

Funding to support capital projects will be sought through IDOT as available.

Missouri Department of Transportation (MoDOT)

Funding to support capital projects will be sought through MoDOT as available.

Local and Other Funding

Missouri Local Sales Tax Funds

Bi-State Development uses a combination of 1/2 cent and 1/4 cent local sales tax capital funds generated by St. Louis City and County as the local match to Federal funding for bus and non-bus capital projects located in the City and County.

Funds generated by the 1/4 cent sales tax approved as "Proposition M" in August 1994 are applied first to cover debt service requirements of the Cross County bond issuance. After covering debt service requirements, a portion of the remaining funds may be used as the local match to fund specified capital projects located in Missouri as approved by St. Louis City and County.

Proposition A was authorized through a referendum passed in St. Louis County on April 6, 2010. Proposition A provides an additional 1/2 cent sales tax to fund public transit capital and operating needs for the St. Louis region. Prop A's passage in the County also triggered a 1/4 cent sales tax in the City of St. Louis that voters there approved in 1997.

St. Clair County (Illinois) Transit District

Funding to support capital projects affecting Illinois will be sought through the St. Clair County Transit District as available.

Other Financing

Other financing is made up of operating dollars used to match capital projects such as preventive maintenance of vehicles and facilities. From time to time, funding is also identified from sources other than local sales taxes.

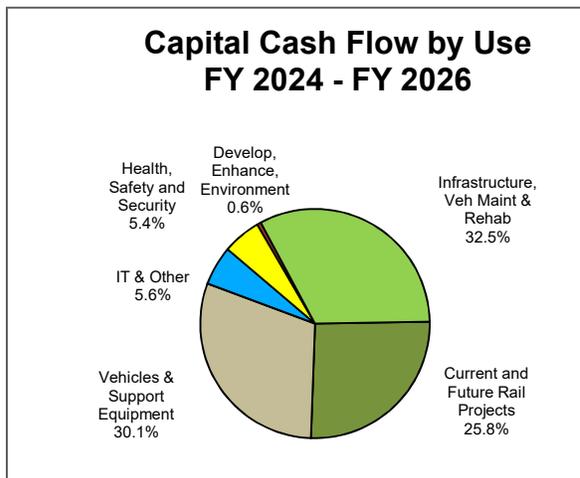
Metro Transit

Capital Expenditure Assumptions FY 2024 – FY 2026

Capital Expenditures

The capital expenditure program for FY 2024 – FY 2026 encompasses a wide range of initiatives over the next three years meeting Bi-State Development’s (BSD) major capital projects and priorities and incorporates the federal program changes reflected in the current transportation law Infrastructure Investment and Jobs Act (IIJA).

A capital project is defined as costing more than \$5,000 and having a useful life of more than one year. Total capital expenditures planned for FY 2024 is \$527.3 million. Total capital expenditures planned for the three-year capital program is \$716.5 million. The FY 2024 – FY 2026 capital expenditure program includes both recurring and non-recurring capital expenditures. The recurring capital expenditures are those that are included in almost every budget and will have no significant impact on the operating budget. These recurring investments include bus and paratransit revenue rolling stock vehicle replacements; hardware and software upgrades to support advances in technology; and preventive maintenance along the MetroLink Right-of-Way and at MetroBus stations. Federal Formula funds will be allocated to the vehicle maintenance program throughout this capital budget period.



Under the previous transportation law, Fixing America’s Surface Transportation Act (FAST Act), the requirement to set aside one percent of Section 5307 Formula funds for associated transit improvements to enhance MetroBus and MetroLink facilities as a part of BSD’s recurring capital activities has been repealed. However, carryover funding approved from prior transportation laws under SAFETEA-LU and MAP-21, are included in the FY 2024 – FY 2026 capital expenditure program to support transit

improvements throughout the system. To support future transit enhancements, other capital funds will be designated for the Arts in Transit Program as directed by Board policy.

In July 2016, the Federal Transit Administration (FTA) issued a final rule requiring FTA grantees to develop management plans for their public transportation assets,

including vehicles, facilities, equipment, and other infrastructure. The Transit Asset Management (TAM) final rule requires transit agencies to develop a strategic approach to maintain and improve their capital assets. The FY 2024 - FY 2026 capital and operating budgets contain several funding strategies to ensure Bi-State Development achieves and maintains a state of good repair status for all its assets.

The three-year capital budget assumes approximately \$185 million for MetroLink infrastructure projects, \$4 million for new development and environmental enhancements, \$38.5 million for safety and security enhancements, and \$39.8 million for information technology improvements. Vehicles and supporting equipment needs assume \$215.5 million; infrastructure and vehicle maintenance needs assume \$233 million.

Peripheral equipment is planned to improve operating efficiencies, customer enhancements and support “smart bus” technology which includes automatic passenger counters, an automatic vehicle location system, closed circuit television (CFCTV) systems and collection program modernization. These improvements will meet regional intelligent transportation system architecture requirements.

Security program investments will be accomplished through this capital program period including additional cameras and digital recording devices on light rail vehicles, buses and paratransit vehicles and in various MetroLink tunnels and bridges. In addition, various security enhancements will be implemented at bus and light rail facilities including installation of upgraded public address systems and CCTVs.

Investments at MetroLink stations and bus stops throughout the transit service area will create a more comfortable customer environment, improve the state of repair of customer-facing facilities, and address the American with Disabilities Act (ADA) requirements. ADA improvements include the upgrade of tactile warning strips at various MetroLink stations as well as continuing to improve access to bus stops and the installation of passenger shelters and benches at various bus stop locations throughout the system.

Technology investments in hardware and software are planned throughout the system over the next three years that will support Bi-State Development’s premiere transit operations. A new operating and capital budgeting system and a new enterprise asset management (EAM) system were implemented in FY 2020. The notable benefits of the implementation of these systems include more efficient budget planning, streamlined reporting, and increased asset visibility.

Major facility improvements planned over the next three years include the replacement of 15-20 year old major components such as heating, ventilation and air conditioning systems, elevators, escalators, electrical systems and doors. In addition, MetroLink infrastructure projects over the next three years include bridge and tunnel repairs, surface and alignment of the mainline track, substations and catenary insulators. All planned projects for the FY 2024 – FY 2026 capital budget are in support of the Federal Transit Administration’s Transit Asset Management and State of Good Repair practices.

Non-Routine Capital Expenditures

There are a number of non-recurring capital expenditures planned in the FY 2024 – FY 2026 capital budget. These non-recurring expenditures are intended to address an immediate capital need within the Metro transit system and may impact the operating budget after initial capitalization. Design and construction work for rehabilitation and repair of various structures along the alignment are planned to keep the system in good repair. Passenger amenity, technology and revenue vehicle replacement projects are budgeted in support of the Metro Reimagined initiative designed to increase customer satisfaction.

Bi-State Development continues to upgrade its interoperable communications system to be compliant with FCC regulations and to enable communications with first responders within the region.

Bi-State Development is continuing its commitment to create a more environmentally and economically sustainable transit system through investments in energy efficient lighting and equipment, and alternative propulsion systems. Metro's battery electric bus program is continuing through this capital budget cycle, with plans to purchase additional battery electric buses and necessary infrastructure for charging stations. Additional revenue vehicle replacements include battery electric technology based in part on the success of Metro's pilot programs.

During the FY 2024 – FY 2026 capital program period, \$48 million will be allocated to the vehicle maintenance program through Federal Formula funds. A total of \$16 million in Federal Formula funds annually will be allocated to the program for FY 2024 - FY 2026.

Under the IIJA, funding for the State of Good Repair Program which supports maintenance, replacement and rehabilitation of light rail infrastructure, facilities and equipment continues to be authorized. During the FY 2024 - FY 2026 capital investment program, projects will be administered and funds expended under the State of Good Repair Program as well as the previously authorized Fixed Guideway Modernization Program. A combined total of \$266.4 million in Federal State of Good Repair and Fixed Guideway funds projects are planned over FY 2024 - FY 2026 to support light rail facility and right-of-way improvements throughout the system, as well as rehabilitation and replacement of aged revenue and non-revenue equipment. As a part of Bi-State Development's overall state of good repair efforts, Bi-State Development continues to develop its transit asset management program which will further establish standards for the state of good repair of transportation infrastructure and vehicles and to develop a transit asset management database to more efficiently manage all assets.

The three-year capital budget of \$716.5 million addresses all major elements of Bi-State Development's Metro transit system improvements. The project types for the work included in the budget are broken out as follows:

Project Type Summary

Item	Amount
Miscellaneous MetroLink Alignment Projects	\$ 79,150,000
LRV Projects	\$ 35,450,000
MetroLink Station Projects	\$ 32,700,000
MetroLink Structures Projects	\$ 98,400,000
IT and Software Projects	\$ 27,000,000
Bus Stop and Parking Lot Projects	\$ 15,950,000
Rail Facilities Projects	\$ 24,800,000
Bus Facilities Projects	\$ 26,000,000
Transit Facilities Projects	\$ 2,800,000
Buses, LRVs and other Vehicles	\$ 314,200,000
Preventive Maintenance	\$ 60,000,000
	<hr/>
	\$ 716,450,000

Funding for all programs will be derived from Federal Formula, Fixed Guideway, State of Good Repair, Bus and Bus Facility Formula, Bus and Bus Facility Discretionary, Surface Transportation Program, Job Access and Reverse Commute, Homeland Security, Congestion Mitigation & Air Quality, New Freedom, Enhanced Mobility of Seniors and Individuals with Disabilities and other sources of discretionary funding appropriately matched by local sources of funding. This plan is progressive and when effectively implemented will ensure that Bi-State Development is on target to meet the needs of the community.

Non-Routine Capital Grant Administration Agreements

The New Freedom program was introduced in SAFETEA-LU as a formula program. Under MAP-21 the program was eliminated and the activities are now incorporated as eligible activities in a new formula program known as the Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities. The IJA continues the funding authorization for the Enhanced Mobility of Seniors and Individuals with Disabilities over the five year authorization and is planned during the FY 2024 – FY 2026 program period.

The East-West Gateway Council of Governments (EWGCOG) was identified as the designated recipient for New Freedom funds through SAFETEA-LU. Through a Memorandum of Understanding (MOU), Bi-State Development administers sub-recipient awards and agreements for any projects that were selected through a competitive application process for these programs. Under MAP-21, the Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities responsibilities were assigned to co-designated recipients including Bi-State Development, East-West Gateway Council of Governments, Missouri Department of Transportation (MoDOT) and Illinois Department of Transportation (IDOT). Bi-State Development will manage sub-recipient awards and agreements for the “New Freedom” type projects; the State DOTs will manage the

“traditional” 5310 program activities; and EWGCOG will administer the application process and the development of the Coordinated Human Services Transportation Plan.

The IJJA continues the Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities funding program. It is expected that the co-designated recipients and their assigned responsibilities previously established under the prior authorization will be maintained and that funding will be administered as identified under the current MOU.

Bi-State Development will continue to administer funds remaining under the Fast Act and MAP-21 authorizations through the FY 2024 – FY 2026 program period. New funding appropriated under the IJJA will also be administered through this program period.

While Bi-State Development is responsible for the administration of the grants and the reimbursement of expenditures generated by these partner agencies, Bi-State Development is not a direct recipient of these funds. Therefore, these projects and funds are not included in Bi-State Development’s capital improvement program. Bi-State Development serves as administrator for the following sub-recipients:

**FAST Act Funded Projects
Section 5310 New Freedom Type Projects**

Sub-recipient	Amount
Challenge Unlimited	\$ 166,909
City Seniors, Inc.	\$ 91,882
Community Living, Inc.	\$ 84,587
Disability Resource Association	\$ 466,992
Easter Seals Midwest	\$ 75,023
Illinois Center for Autism	\$ 222,888
Independence Center	\$ 155,800
ITN St. Charles	\$ 40,925
ITN Gateway	\$ 29,350
Northside Youth and Senior Services	\$ 65,700
OATS – Jeffco Express	\$ 168,390
OATS – Covid Relief	\$ 50,000
OATS – Department of Mental Health	\$ 25,000
Paraquad	\$ 201,087
PonyBird Express	\$ 85,325
Southside Senior Citizens Center	\$ 84,586
St. Louis Society for the Blind	\$ 83,740
 Total Sub-recipient Grant Administration Agreements	 <hr style="width: 100%; border: 0.5px solid black;"/> \$ 2,098,184

Metro Transit

Impact of Capital Improvements on Operating Budget

Included in the capital budget is a three-year program designed to build, maintain or replace Bi-State Development's core infrastructure critical to the operation of the system. The effect of these projects on the operating budget is as varied as the projects. The capital budget provides the funding to implement necessary improvements and upgrades to the system infrastructure as well as various expenditures for asset replacements that occur on an infrequent basis and have an expected long term useful life. The operating budget provides the funding to support everyday maintenance and resources necessary to support those maintenance efforts. This section addresses the expected operating budget impact of significant, current active capital projects or those planned to begin during the FY 2024 – FY 2026 capital program period and that directly affect the FY 2024 operating budget period.

Current and Future Rail Projects

Track, catenary, alignment, bridge, tunnel and maintenance projects generally have the effect of stabilizing maintenance activity in the operating budget by avoiding expense peaks and valleys. The FY 2024 – FY 2026 capital budget plans for \$98,000,000 in structural repairs along the alignment, with the key focus on tunnels and retaining walls. A significant investment is also being made to the CCTV and train control systems in anticipation of the MetroLink extension to the MidAmerica St. Louis Airport and the Secure Platform project.

Additional light rail bridge and other structure upgrades are planned through the FY 2024 – FY 2026 capital period to bring a number of infrastructures and facilities back to a state of good repair.

Vehicles and Supporting Equipment

Timely replacement of vehicles that have met their useful life will ensure that operating expenses remain stable. Revenue vehicles, non-revenue vehicles and paratransit vans currently are budgeted yearly based on the vehicle replacement plans. Light Rail Vehicle (LRV) replacement has a significant impact on the capital budget and the Agency has spent the last several years reserving funds for the first phase of LRV replacement to begin the procurement and assembly of the first order of LRVs. These new LRVs will significantly reduce the annual operating costs through reduced maintenance.

A multi-year radio system replacement project is underway with design and planning of optimal sites for location of new radio towers being planned. This project is the result of

FCC regulations requiring changes in technology and operating frequency. The radio system upgrade will incorporate automatic vehicle location (AVL) technology. The addition of AVL should result in operating savings of more than \$500,000 annually. If the radio project were not undertaken, the operational issues that would result from losing operating radio frequency would be unacceptable.

Transit Development - Facility, Centers, Stations, Parking Lots, Loops, Other

Metro is committed to delivering an excellent customer experience through reliable, efficient service and safe, attractive and clean vehicles and facilities. Metro has made considerable investments in passenger facilities in recent years. In the current capital and operating budget cycle, Metro is focusing considerable effort to improve the condition of existing transit facilities and assets. Capital projects included in this budget will improve several original MetroLink stations, introducing crime prevention through environmental design (CPTED), upgraded lighting, stairs, and passenger waiting areas, and use art and design to create unique spaces that are evocative of Metro Transit and the communities we serve. Many stations not scheduled for redesign will receive upgrades and repairs including parking lot resurfacing, new concrete at platform and passenger areas, new electrical systems, lighting and signage. These facilities impact Metro's operating budget by adding costs for cleaning, utilities, maintenance programs and the personnel resources necessary to sustain Metro's tremendous inventory of transit assets in a state of good repair.

Information Technology Improvements

Investments to improve Customer Service Information and Operations Management are planned over the three-year period. Additional technology upgrades will include a number of enhancements to the systems that will improve our customer relations and system management efforts without increasing manpower costs.

Long Range Capital and Operating Budget Impacts

St. Clair County Transit District is currently designing a light rail extension to the MidAmerica St. Louis Airport, which will require increased local operating support. Metro is also working with partners across the region to explore opportunities for transit investment within the Northside-Southside and other important corridors. Any significant expansion of fixed-guideway transit would require federal capital support and increased local capital and operating support. In 2021, Metro began introducing alternative mobility solutions, including microtransit. It is too soon to estimate the impact of this new service paradigm on Metro's capital budget; however, if Metro adopts microtransit or similar service at a wide scale, Metro's revenue vehicle requirements may diminish some over time.

Metro Transit

Federal Programming Needs FY 2024 – FY 2026

To meet the goals identified in the capital budget, adequate federal funding must be secured to support capital programs for the planned three-year fiscal period. This section describes the planned projects and identifies anticipated sources of funding which includes funds from the current transportation law Infrastructure Investment and Jobs Act (IIJA), also known as the Bipartisan Infrastructure Law. Any delay or reduction in federal, state or local funding will necessitate modifications to the capital improvements contained in this capital program.

The IIJA, also known as the Bipartisan Infrastructure Law, is a five year bill signed into law by President Biden on November 15, 2021. The IIJA Act became effective on October 1, 2022. The new transportation law authorizes transit programs for FY 2022 – FY 2026, through September 30, 2026. The IIJA Act provides steady and predictable funding over the next five years and authorizes up to \$108 billion for public transportation. The IIJA Act also targets funding increases towards improving state of good repair and the bus program.

Programs authorized under the IIJA will continue to address several important goals facing the transportation system today, which includes improving safety, ensuring the state of good repair of the system and focusing on performance and program efficiency. It also emphasizes rehabilitation and replacement of aged infrastructure by furthering the asset management requirements and performance-based planning requirements established under the previous transportation law Fixing America's Surface Transportation Act (FAST Act)

Projects identified in Bi-State Development's FY 2024 – FY 2026 capital plan seek to meet the requirements detailed in the FAST Act authorization and guidance. Planned replacement of rolling stock, including buses and paratransit vehicles that meet EPA clean air standards and are equipped with ADA complaint lifts and equipment will ensure the safety and security of our traveling customers throughout the region. Bi-State Development's planned projects to rehabilitate rail right-of-way, tunnels and bridges will ensure the state of good repair of our light rail system. Federal funding to support these significant capital upgrades are planned from Urbanized Area Formula, State of Good Repair and Bus & Bus Facility formula funds as well as discretionary sources including, but not limited to, Bus and Bus Facility, Congestion Mitigation & Air Quality and Surface Transportation Program funds.

Bi-State Development is continuing its efforts to meet the goals of the Long Range Transit plan by conducting planning studies that would result in the expansion of high-capacity transit across the St. Louis region. Under the IIJA, Bi-State Development may seek funding under the Capital Investments Grant program, which supports capital transit projects, including new and expanded light rail and bus rapid transit.

Metro Transit Sources of Funds FY 2024 - FY 2026

Sources of Funds	FY2024	FY2025	FY2026	TOTAL
Federal Formula Funds - New	\$ 49,577,701	\$ 40,096,050	\$ 49,238,950	\$ 138,912,700
Federal Formula Funds - Carryover	\$ 107,454,043	\$ -	\$ -	\$ 107,454,043
Fixed Guideway Funds - Carryover	\$ 4,362,299	\$ -	\$ -	\$ 4,362,299
State of Good Repair - New	\$ 46,244,455	\$ 30,578,472	\$ 24,827,593	\$ 101,650,520
State of Good Repair - Carryover	\$ 111,444,630	\$ -	\$ -	\$ 111,444,630
Bus and Bus Facility - New	\$ 6,434,105	\$ 3,267,809	\$ 3,302,121	\$ 13,004,035
Bus and Bus Facility - Carryover	\$ 15,804,069	\$ -	\$ -	\$ 15,804,069
Approved Federal Discretionary Funds	\$ 77,880,260	\$ -	\$ -	\$ 77,880,260
Missouri Local Match	\$ 82,252,601	\$ 11,172,244	\$ 10,996,855	\$ 104,421,700
St. Clair County Transit District Funds	\$ 19,662,972	\$ 3,313,339	\$ 4,345,312	\$ 27,321,623
Other Financing	\$ 6,200,000	\$ 4,000,000	\$ 4,000,000	\$ 14,200,000
Grand Total	\$ 527,317,135	\$ 92,427,914	\$ 96,710,831	\$ 716,455,880

Metro Transit

Capital Programs and Project FY 2024

Current and Future Rail Projects

Track, Catenary, Alignment, Bridge, Tunnel, and Maintenance Projects	\$ 151,150,781
	\$ 151,150,781

Vehicles and Supporting Equipment

Peripheral Equipment	\$ 17,128,909
Peripheral Support	\$ 7,337,637
Revenue Vehicles	\$ 120,330,806
Support Vehicles	\$ 18,505,089
	\$ 163,302,441

New Development, Enhancement, Environmental Projects

Community Development Projects	\$ 1,300,000
Enhancement Projects	\$ 1,031,739
Transit Development-Facility, Centers, Stations, Parking Lots, Loops, Other	\$ 997,350
	\$ 3,329,089

Information Technology Improvements

Hardware and Software Data Systems	\$ 18,201,715
Office Equipment	\$ 99,994
	\$ 18,301,710

Infrastructure, Vehicle Maintenance and Rehab Programs

Existing Facilities - Maintenance and Rehab	\$ 25,061,367
Maintenance Equipment - Fleet, Warehouse, Facilities, Storeroom	\$ 4,653,926
Preventative Maintenance	\$ 24,042,317
Vehicle Maintenance, Rehab, Overhaul Programs	\$ 106,291,652
	\$ 160,049,262

Health, Safety, and Security

Health, Safety and Security Projects	\$ 31,183,852
	\$ 31,183,852

Grand Total

	\$ 527,317,135
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Metro Transit

Capital Programs and Projects FY 2024 - FY 2026

Current and Future Rail Projects

Track, Catenary, Alignment, Bridge, Tunnel, and Maintenance Projects	\$ 184,897,195
	\$ 184,897,195

Vehicles and Supporting Equipment

Peripheral Equipment	\$ 19,401,250
Peripheral Support	\$ 7,337,637
Revenue Vehicles	\$ 164,169,833
Support Vehicles	\$ 24,705,089
	\$ 215,613,809

New Development, Enhancement, Environmental Projects

Community Development Projects	\$ 1,600,000
Enhancement Projects	\$ 1,031,739
Transit Development-Facility, Centers, Stations, Parking Lots, Loops, Other	\$ 1,406,700
	\$ 4,038,439

Information Technology Improvements

Hardware and Software Data Systems	\$ 39,981,170
Office Equipment	\$ 99,994
	\$ 40,081,165

Infrastructure, Vehicle Maintenance and Rehab Programs

Existing Facilities - Maintenance and Rehab	\$ 33,688,149
Maintenance Equipment - Fleet, Warehouse, Facilities, Storeroom	\$ 9,362,373
Preventative Maintenance	\$ 68,127,078
Vehicle Maintenance, Rehab, Overhaul Programs	\$ 121,557,973
	\$ 232,735,573

Health, Safety, and Security

Health, Safety and Security Projects	\$ 39,089,699
	\$ 39,089,699

Grand Total	\$ 716,455,880
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Metro Transit Capital Cash Flow Summary FY 2024 - FY 2026

Uses of Funds	FY2024	FY2025	FY2026	TOTAL
Track, Catenary, Alignment, Bridge, Tunnel, and Maintenance Projects	\$ 151,150,781	\$ 12,334,381	\$ 21,412,033	\$ 184,897,195
Peripheral Equipment	\$ 17,128,909	\$ 2,272,341	\$ -	\$ 19,401,250
Peripheral Support	\$ 7,337,637	\$ -	\$ -	\$ 7,337,637
Revenue Vehicles	\$ 120,330,806	\$ 27,355,688	\$ 16,483,339	\$ 164,169,833
Support Vehicles	\$ 18,505,089	\$ 3,000,000	\$ 3,200,000	\$ 24,705,089
Community Development Projects	\$ 1,300,000	\$ 150,000	\$ 150,000	\$ 1,600,000
Enhancement Projects	\$ 1,031,739	\$ -	\$ -	\$ 1,031,739
Transit Development-Facility, Centers, Stations, Parking Lots, Loops, Other	\$ 997,350	\$ 409,350	\$ -	\$ 1,406,700
Hardware and Software Data Systems	\$ 18,201,715	\$ 11,019,663	\$ 10,759,792	\$ 39,981,170
Office Equipment	\$ 99,994	\$ -	\$ -	\$ 99,994
Existing Facilities - Maintenance and Rehab	\$ 25,061,367	\$ 3,871,955	\$ 4,754,827	\$ 33,688,149
Preventative Maintenance	\$ 24,042,317	\$ 24,084,761	\$ 20,000,000	\$ 68,127,078
Maintenance Equipment - Fleet, Warehouse, Facilities, Storeroom	\$ 4,653,926	\$ 1,223,751	\$ 3,484,696	\$ 9,362,373
Vehicle Maintenance, Rehab, Overhaul Programs	\$ 106,291,652	\$ -	\$ 15,266,321	\$ 121,557,973
Health Safety and Security Projects	\$ 31,183,852	\$ 6,706,024	\$ 1,199,823	\$ 39,089,699
Grand Total	\$ 527,317,135	\$ 92,427,914	\$ 96,710,831	\$ 716,455,880

Tourism Innovation

Riverboats At The Gateway Arch FY 2024 - 2026 Capital Projects Summary

Sources of Funds:	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>Total</u>
Riverboat Unrestricted Cash	\$ 500,000	\$ -	\$ -	\$ 500,000
Total Sources of Funds	\$ 500,000	\$ -	\$ -	\$ 500,000

Uses of Funds:	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>Total</u>
Coast Guard mandated Dry Dock Inspection	500,000	-	-	500,000
Total Uses of Funds	\$ 500,000	\$ -	\$ -	\$ 500,000

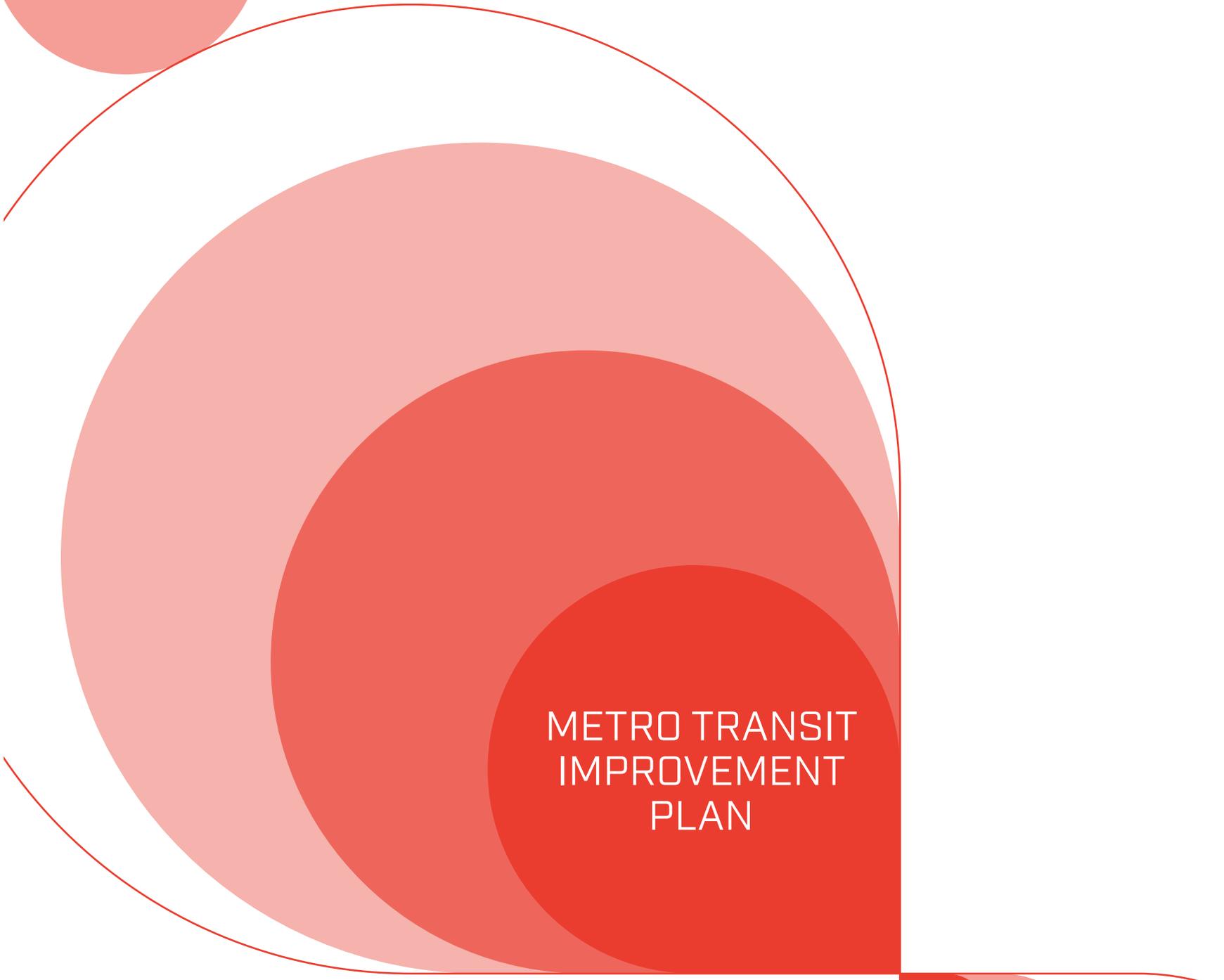
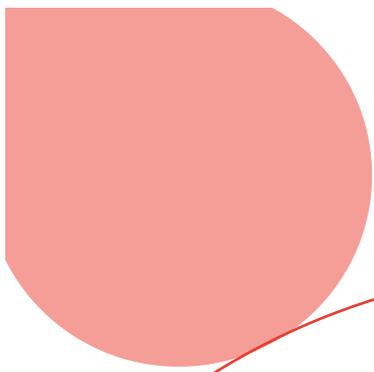
St. Louis Downtown Airport FY 2024 - 2026 Capital Projects Summary

Sources of Funds:

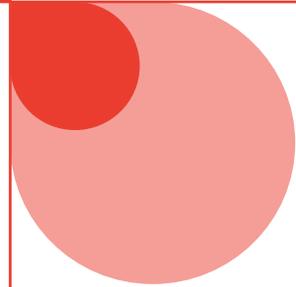
	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>Total</u>
Federal Grants	\$ 5,824,026	\$ 7,200,000	\$ 7,200,000	\$ 20,224,026
State and Local	\$ 380,968	\$ 400,000	\$ 400,000	\$ 1,180,968
Airport & Other Funds	\$ 2,230,368	\$ 420,000	\$ 400,000	\$ 3,050,368
Total Sources of Funds	\$ 8,435,362	\$ 8,020,000	\$ 8,000,000	\$ 24,455,362

Uses of Funds:

	<u>Projects by Year</u>			<u>Total</u>
	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	
Construction:				
Taxiway B Drainage Improvements	\$ 1,000,000			\$ 1,000,000
Reconstruct Curtiss Steinberg Drive	\$ 1,615,000			\$ 1,615,000
Reconstruct Taxiway B Phase 2: EAST		\$ 8,000,000		\$ 8,000,000
Reconstruct Taxiway B Phase 3: CENTER			\$ 8,000,000	\$ 8,000,000
Resurface Vector Dr from Curtis Steinberg Dr to Airflite Dr	\$ 750,000			\$ 750,000
Equipment and Facilities Replacements:				
Terminal: Reconstruction	\$ 4,000,000			\$ 4,000,000
Lite Utility Vehicle	\$ 25,000			\$ 25,000
Scissor Lift		\$ 20,000		\$ 20,000
Acquire snow removal equipment				\$ -
Airport Rescue and Fire Fighting Truck (Index B)				\$ -
Land and Land Improvements:				
Taxiway Bravo Relocation Preliminary Engineering	\$ 105,362	\$ -	\$ -	\$ 105,362
Taxiway Bravo Relocation Final Design	\$ 500,000	\$ -	\$ -	\$ 500,000
Airport Layout Plan (ALP)	\$ 400,000	\$ -	\$ -	\$ 400,000
Hangar 1/2 Structural & Registry Evaluation	\$ 40,000	\$ -	\$ -	\$ 40,000
Wildlife Hazard Management Plan	\$ -	\$ -	\$ -	\$ -
Total Use of Funds	\$ 8,435,362	\$ 8,020,000	\$ 8,000,000	\$ 24,455,362



METRO TRANSIT
IMPROVEMENT
PLAN



METRO TRANSIT
IMPROVEMENT PLAN

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Metro Transit

Transit Improvement Plan Assumptions

The three-year Transit Improvement Plan reflects known factors to estimate the financial position for BSD through 2026. The three federal legislative acts that provided BSD with \$363.5 million will assist with any shortfalls for passenger revenue and sales tax over the next few years. A slow return to ridership and passenger revenue is expected as a result of the pandemic. A strategic plan focused on safety and security, customer service, fiscal responsibility, and an improved company culture will improve the future of the organization. The Secure Platform project and the next generation fare collection project will also improve safety and collection of fares in the years to come.

Operating Revenue

Passenger revenue for FY 2024 - FY 2026 is projected to slowly increase over the next two years.

Paratransit contract revenues are associated with Call-A-Ride operations. A 1% increase is projected.

Other operating revenue consists of advertising on revenue vehicles, shelters and Metro Link stations, property rental, contracted maintenance for St. Clair ATS service, concessions, and miscellaneous other. For FY 2025 - FY 2026 other operating revenues are expected to rise slightly.

Operating Expense

Operating expenses adjusted for newly budgeted projects expected to generate new revenue or funded by grants are projected to remain relatively flat for FY 2024 and be strictly managed to grow modestly towards FY 2026. For FY 2025 - FY 2026 inflationary growth is estimated to be about 1.5%. This represents normal inflationary pressure on wages and benefits, parts, services, insurance, and utilities.

Grants, Sales Tax, and Contractual Revenue

Sales tax receipts remain the vehicle of choice for funding public transportation in the St. Louis region. The importance of public transportation to the St. Louis metropolitan region has been recognized since 1973 with the passage of a ½ cent sales tax in both St. Louis County and City. To introduce light rail to the region and provide for further expansion a ¼ cent sales tax was passed in both St. Louis County and City in 1994. In 1997, the City of St. Louis passed an additional ¼ cent sales tax contingent upon a reciprocal tax in St. Louis County. In 2010, St. Louis County residents passed an additional ½ cent sales tax

which allowed collection of both the 2010 ½ cent tax in the County and the 1997 ¼ cent sales tax within the City.

Each year, BSD requests an appropriation sufficient to fund capital improvement and replacements, debt service, and operational costs in excess of passenger revenue. Sales tax revenues are not growing at the rate of inflation. Projected annual growth in sales taxes between FY 2025 - FY 2026 is budgeted to increase 2.5% for St. Louis City and County.

State of Missouri revenue for FY 2025 - FY 2026 is expected to increase and the East-West Gateway Council of Governments reimbursement will remain level over both years.

St. Clair County revenue for FY 2024 budget year will be \$900 thousand more than the prior year. Illinois MetroBus is evaluating the current and longer term service levels for fixed route bus service. This projection assumes continuation of this additional service and keeps MetroLink service at current levels. St. Clair County Transit District contracts for and pays 100% of the fully allocated cost of service provided to them by BSD. Resources received by St. Clair Transit District to fund public transportation in their District include a 1981 ¼ cent sales tax, a 1993 ½ cent sales tax and Downstate Illinois Department of Transportation Funding. BSD is committed to control expenses and projects. St. Clair County is currently working to expand the MetroLink to MidAmerica St. Louis Airport.

Federal vehicle maintenance (Federal Formula Funds) is budgeted at \$16 million for the period FY 2025 - FY 2026. Using these funds for operations may result in transit deferring capital spending in future years.

Other non-capital projects represents projects that are eligible to be funded with Federal monies but are technically an operating cost per United States Generally Accepted Accounting Principles. An example would be rail maintenance grinding which is a repair but costs millions of dollars. Between FY 2024 - FY 2026 BSD anticipates spending between \$4-5 million annually on these type of projects. Federal assistance provides an average of 80% to full funding for these projects.

Non-Operating Revenue (Expense)

Investment income is dependent on the series of rate increases by the Federal Reserve. This line item also includes the revenue portion of the capital lease program which increases annually. Lease interest revenue offsets lease interest expense related to this program.

Interest expenses increase overall because of the Capital lease program. The interest expense portion of the capital lease program grows annually. The capital lease expense is equally offset by capital lease interest revenue which is in investment income. Annual principal payments on bond debt reduce the amount of interest expense related to bond debt annually.

Deficit before Depreciation

Net deficits projected for FY 2024 are non-cash and represent annual unfunded GASB 45 and 68 reporting requirements related to items as OPEB obligations, pension, and amortization of discounts/premiums on debt. FY 2024 – FY 2026 benefit from additional Federal funding from 3 legislative acts resultant from the COVID pandemic. FY 2025 - FY 2026 may differ from these projections due to adverse economic conditions and unexpected expenditures.

Transit Improvement Plan Financial Summary

The following pages include a three-year Statement of Revenue and Expenses and a three-year Statement of Grants, Sales Tax, and Contractual Revenue detail.

**Metro Transit
Transit Improvement Plan
Three-Year Financial Summary**
(in thousands)

	FY 2024 Budget	FY 2025 Projection	Change	FY 2026 Projection	Change
Operating Revenue:					
Passenger Revenue	\$ 22,067	\$ 22,619	2.5%	\$ 23,184	2.5%
Paratransit Contract	1,375	1,388	0.9%	1,402	1.0%
Other transit operating revenue	3,942	4,041	2.5%	4,142	2.5%
Total operating revenues	27,384	28,048	2.4%	28,728	2.4%
Non-Operating Revenue:					
Total Grants & Assistance	298,006	308,988	3.7%	318,890	3.2%
Investment Income	13,557	13,571	0.1%	13,774	1.5%
Other misc. non-operating revenue	1,103	1,131	2.5%	1,148	1.5%
Total non-operating revenues	312,666	323,690	3.5%	333,812	3.1%
Total revenues	340,050	351,738	3.4%	362,540	3.1%
Operating Expense:					
Wages And Benefits	197,140	200,098	1.5%	203,099	1.5%
Services	56,695	57,545	1.5%	58,408	1.5%
Fuel & Lubrications	34,027	34,538	1.5%	35,056	1.5%
Other Expense	27,231	27,640	1.5%	28,054	1.5%
Total operating expenses	315,093	319,820	1.5%	324,617	1.5%
Non-Operating Expense:					
Interest on debt	22,535	22,873	1.5%	23,216	1.5%
Sheltered workshop	2,438	2,475	1.5%	2,512	1.5%
Other Non-Operating Expense	1,103	1,120	1.5%	1,137	1.5%
Total non-operating expenses	26,076	26,467	1.5%	26,865	1.5%
Total expenses	341,169	346,287	1.5%	351,482	1.5%
Net income (deficit) before	(1,119)	5,450	-587.2%	11,058	102.9%
Depreciation And Amortization	71,538	71,538	0.0%	71,538	0.0%
Net Transfers	4,913	3,200	-34.9%	3,200	0.0%
Net income (deficit)	\$ (77,570)	\$ (69,288)	-10.7%	\$ (63,680)	-8.1%

Totals may not sum due to rounding.

**Metro Transit
Transit Improvement Plan
Three-Year Grants, Sales Tax & Contractual Revenue Detail**
(in thousands)

	FY 2024		FY 2025		FY 2026	
	Budget	Projection	Change	Projection	Change	
Local & State:						
Missouri:						
City of St. Louis 1/2 cent sales tax	\$ 21,898	\$ 22,446	2.5%	\$ 23,007	2.5%	
City of St. Louis 1/4 cent sales tax	9,489	9,726	2.5%	9,969	2.5%	
City of St. Louis Prop M2 sales tax	5,694	5,836	2.5%	5,982	2.5%	
Total City of St. Louis	37,081	38,008	2.5%	38,958	2.5%	
St. Louis County 1/2 cent sales tax	45,160	46,289	2.5%	47,447	2.5%	
St. Louis County 1/4 cent sales tax	35,386	36,270	2.5%	37,177	2.5%	
St. Louis County Prop A 1/2 cent sales tax	89,919	92,167	2.5%	94,471	2.5%	
Total St. Louis County	170,465	174,726	2.5%	179,095	2.5%	
State of Missouri	750	3,000	300.0%	4,000	33.3%	
Other local match - MO	450	461	2.4%	473	2.6%	
Planning & demonstration reimb.-EWGCOG	160	164	2.5%	168	2.4%	
Total Missouri local & state	208,906	216,359	3.6%	222,694	2.9%	
Illinois:						
St. Clair County	60,900	62,423	2.5%	63,983	2.5%	
Local Match (IL) Non-Cap Projects	250	256	2.4%	263	2.7%	
Total Illinois local & state	61,150	62,679	2.5%	64,246	2.5%	
Total local & state	270,056	279,038	3.3%	286,940	2.8%	
Federal:						
Vehicle maintenance	16,000	16,000	0.0%	16,000	0.0%	
Non-capital projects	3,950	3,950	0.0%	3,950	0.0%	
Other Federal	8,000	10,000	25.0%	12,000	20.0%	
Total Federal	27,950	29,950	7.2%	31,950	6.7%	
Total grants, sales tax, & contractual revenue	\$ 298,006	\$ 308,988	3.7%	\$ 318,890	3.2%	

Totals may not sum due to rounding.



BI·STATE DEVELOPMENT

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

314.982.1400
Finance@BiStateDev.org

BU220574



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2024
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YEAR



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thriving.
connected.**

Operating & Capital Budget

Executive Summary

FINANCE@BI.STATE.DEV.ORG

314.982.1400



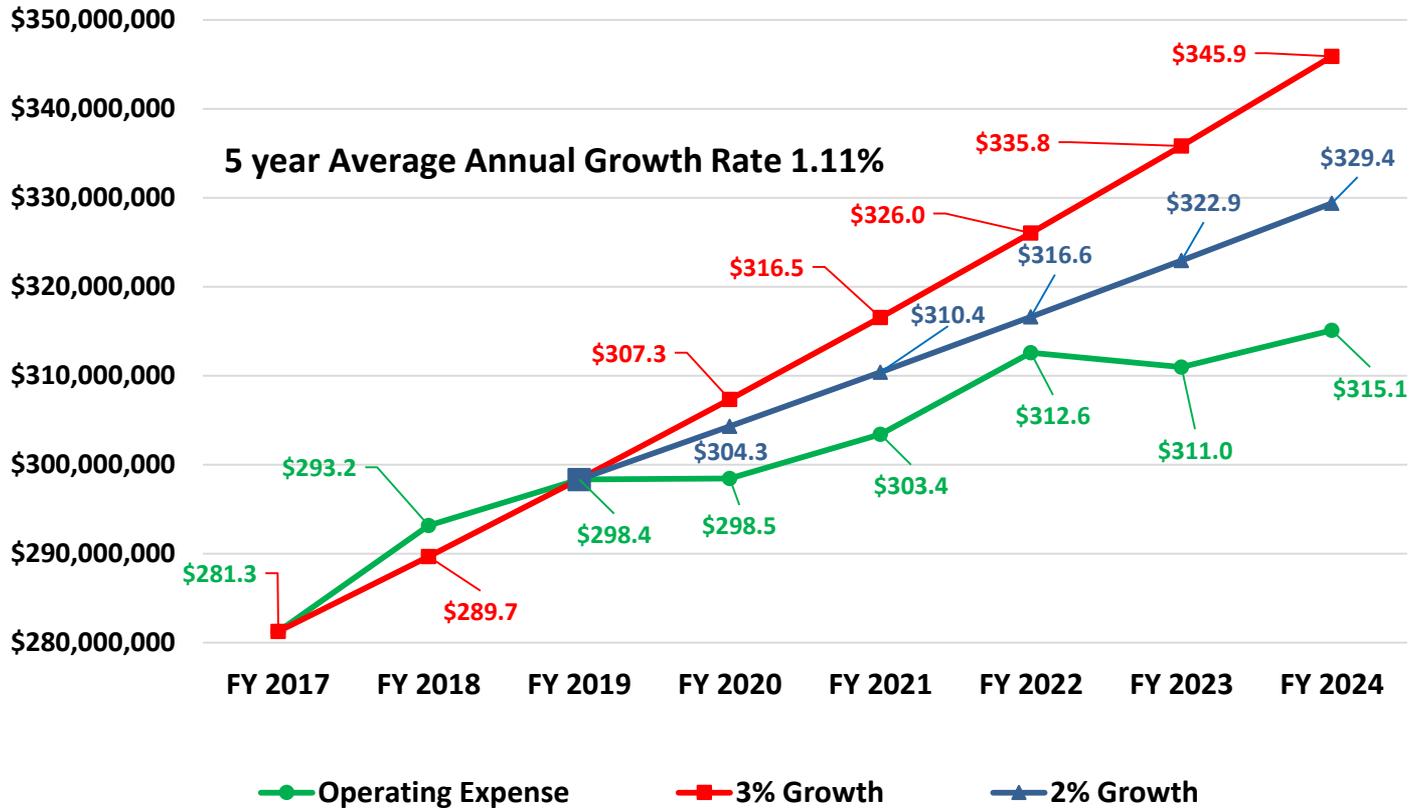
BI-STATE
DEVELOPMENT

2024
FISCAL
YEAR



Metro Transit

Transit System Cost Stabilization



Metro Transit • Statement of Activity

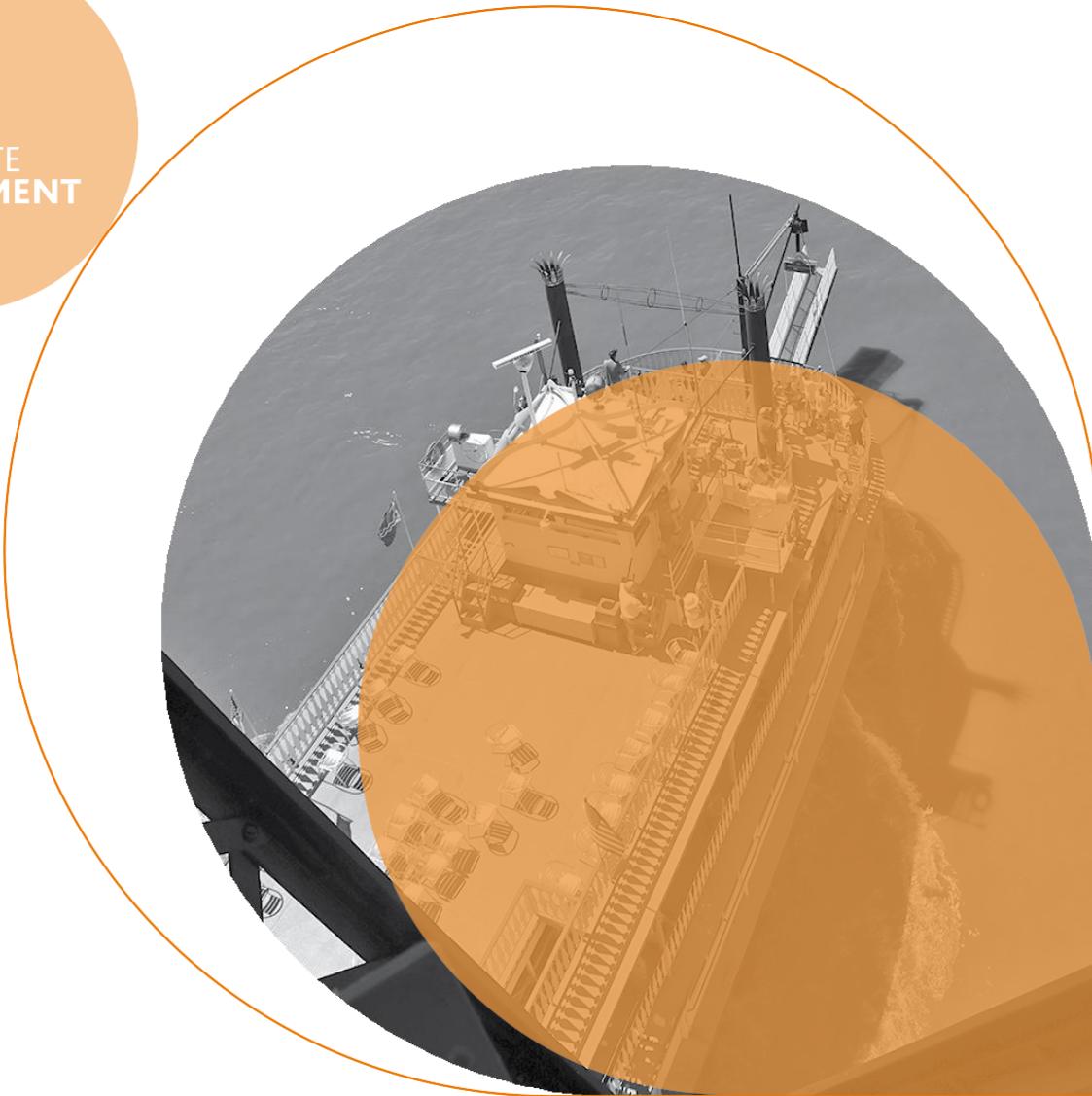
	Budget 2023	Budget 2024	\$ Change	% Change
Revenue:				
Passenger revenue	\$ 18,538,362	\$ 22,067,259	\$ 3,528,897	19.0%
Grant, sales tax and contractual	299,663,934	298,006,215	(1,657,719)	-0.6%
Interest income	9,717,154	13,557,005	3,839,851	39.5%
Other	7,090,719	6,420,404	(670,315)	-9.5%
	335,010,169	340,050,883	5,040,714	1.5%
Expense:				
Wages and benefits	206,713,889	197,140,468	(9,573,421)	-4.6%
Services	46,029,669	56,694,869	10,665,200	23.2%
Fuel and lubrications	9,304,905	9,748,237	443,332	4.8%
Parts and supplies	23,370,380	24,278,995	908,615	3.9%
Casualty insurance	8,998,222	8,274,174	(724,049)	-8.0%
Utilities	8,308,471	8,829,590	521,119	6.3%
Other operating expenses	8,234,367	10,127,418	1,893,051	23.0%
Total operating expenses	310,959,903	315,093,748	4,133,845	1.3%
Interest expense	21,972,386	22,534,683	562,299	2.6%
Other non-operating expense	2,409,902	3,541,241	1,131,341	46.9%
Net income (deficit) before depreciation and transfers	(332,022)	(1,118,788)	(786,770)	237.0%
Depreciation	77,072,057	71,537,899	(5,534,157)	-7.2%
Net transfers	5,365,069	4,913,670	(451,401)	-8.4%
Net income (deficit)	\$ (82,769,148)	\$ (77,570,357)	\$ 5,198,787	-6.3%

Numbers may not sum due to rounding.



BI·STATE
DEVELOPMENT

2024
FISCAL
YEAR



Tourism Innovation

Gateway Arch Statement of Activity

	Budget 2023	Budget 2024	\$ Change	% Change
Revenue:				
Arch ticket sales	\$ 7,655,198	\$ 8,742,098	\$ 1,086,900	
Sales discounts	(11,515)	(13,113)	(1,598)	
Service/fee revenue	203,432	422,353	218,921	
Other	33,484	455,387	421,903	
	7,880,599	9,606,725	1,726,126	21.9%
Expense:				
Wages and benefits	2,971,776	2,994,867	23,091	
Services	2,434,105	2,419,085	(15,020)	
Parts and supplies	727,559	691,296	(36,263)	
Casualty insurance	33,548	30,525	(3,023)	
Utilities	159,342	136,324	(23,018)	
Other	1,469,891	1,774,748	304,857	
Interest expense	180,014	173,893	(6,121)	
Contributions to outside entities	160,000	160,000	1	
	8,136,235	8,380,739	244,503	3.0%
Net income before depreciation and transfers	(255,636)	1,225,987	1,481,623	
Depreciation	-	-	-	
Net income (deficit)	\$ (255,636)	\$ 1,225,987	\$ 1,481,623	-579.6%

Numbers may not sum due to rounding.

Riverfront Attractions Statement of Activity

	Budget 2023	Budget 2024	\$ Change	% Change
Revenue:				
Cruise	\$ 2,365,699	\$ 2,661,425	\$ 295,726	
Food and beverage	959,450	951,105	(8,345)	
Other	228,011	255,448	27,437	
	3,553,160	3,867,978	314,818	8.9%
Expense:				
Wages and benefits	1,885,192	1,661,903	(223,289)	
Services	420,842	600,939	180,097	
Parts and supplies	642,230	785,595	143,365	
Casualty insurance	244,802	265,852	21,050	
Utilities	91,029	86,225	(4,804)	
Other	169,281	206,795	37,514	
	3,453,376	3,607,309	153,933	4.5%
Net income before depreciation and transfers	99,784	260,669	160,885	
Depreciation	203,177	255,010	51,834	
Net income (deficit)	\$ (103,393)	\$ 5,659	\$ 109,051	-105.5%

Numbers may not sum due to rounding.



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2024
FISCAL
YEAR



St. Louis Downtown Airport

St. Louis Downtown Airport Statement of Activity

	Budget 2023	Budget 2024	\$ Change	% Change
Revenue:				
Aircraft parking	\$ 159,715	\$ 140,599	\$ (19,116)	
Leased acreage	725,692	840,912	115,220	
Hangar rental	616,960	589,596	(27,364)	
Aviation sale flowage fee	140,016	137,496	(2,520)	
Airport concessions	120,058	116,448	(3,610)	
Other	127,170	325,200	198,030	
	1,889,611	2,150,251	260,640	13.8%
Expense:				
Wages and benefits	999,480	1,060,130	60,650	
Services	144,600	193,628	49,028	
Parts and supplies	128,100	86,116	(41,984)	
Casualty insurance	108,378	146,135	37,757	
Utilities	201,100	209,508	8,408	
Other	144,899	181,997	37,098	
	1,726,557	1,877,513	150,956	8.7%
Net income before depreciation and transfers	163,054	272,738	109,684	
Depreciation	1,178,072	1,260,175	82,103	
Net income (deficit)	\$ (1,015,018)	\$ (987,437)	\$ 27,581	-2.7%

Numbers may not sum due to rounding.



BI-STATE
DEVELOPMENT

2024
FISCAL
YEAR



St. Louis Regional Freighway

St. Louis Regional Freightway Statement of Activity

	Budget 2023	Budget 2024	\$ Change	% Change
Revenue:				
Regional freight fees	\$ 500,000	\$ 400,000	\$ (100,000)	
	500,000	400,000	(100,000)	-20.0%
Expense:				
Wages and benefits	250,271	139,523	(110,748)	
Services	344,000	325,000	(19,000)	
Parts and supplies	3,500	3,500	(0)	
Other	44,000	36,000	(8,000)	
	641,771	504,023	(137,748)	-21.5%
Net income (deficit)	\$ (141,771)	\$ (104,023)	\$ 37,748	-26.6%

Numbers may not sum due to rounding.



BI-STATE
DEVELOPMENT

2024
FISCAL
YEAR



Executive
Services

Executive Services

Statement of Activity

	Budget 2023	Budget 2024	\$ Change	% Change
Revenue:				
Metro Transit	\$ 4,147,786	\$ 3,384,655	\$ (763,131)	
Gateway Arch	659,532	827,729	168,197	
St. Louis Downtown Airport	94,480	101,208	6,728	
National Park Service	264,645	327,657	63,012	
Interest income	1,500	8,812,500	8,811,000	
	5,167,943	13,453,749	8,285,806	160.3%
Expense:				
Wages and benefits	2,758,273	2,879,167	120,894	
Services	1,694,516	1,411,588	(282,928)	
Materials and supplies	22,795	24,697	1,902	
Casualty insurance	48,000	-	(48,000)	
Utilities	4,650	3,250	(1,400)	
Other	384,855	532,146	147,291	
	4,913,089	4,850,848	(62,241)	-1.3%
Net income (deficit)	\$ 254,854	\$ 8,602,901	\$ 8,348,047	3275.6%

Numbers may not sum due to rounding.



BI-STATE
DEVELOPMENT

2024
FISCAL
YEAR



Internal Service Funds

Health Self-Insurance Statement of Activity

	Budget 2023	Budget 2024	\$ Change	% Change
Revenue:				
Participant contributions	\$ 7,692,399	\$ 6,817,968	\$ (874,431)	
Employer contributions	33,743,555	32,571,409	(1,172,146)	
Interest income	6,800	-	(6,800)	
	<u>41,442,754</u>	<u>39,389,377</u>	<u>(2,053,377)</u>	<u>-5.0%</u>
Expense:				
Wages and benefits	823,477	891,227	67,750	
Services	352,240	523,440	171,200	
Materials and supplies	32,595	27,730	(4,865)	
Utilities	4,550	4,560	10	
Other	71,835	129,435	57,600	
Claims paid	40,158,057	37,812,985	(2,345,072)	
	<u>41,442,754</u>	<u>39,389,377</u>	<u>(2,053,377)</u>	<u>-5.0%</u>
Net income (deficit)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>-</u>

Numbers may not sum due to rounding.

Casualty Self-Insurance

Statement of Activity

	Budget 2023	Budget 2024	\$ Change	% Change
Revenue:				
Casualty Insurance Revenue	\$ 4,475,749	\$ 3,816,405	\$ (659,344)	
Interest income	9,250	-	(9,250)	
Administrative Fee	4,227,526	3,741,398	(486,128)	
	8,712,525	7,557,803	(1,154,722)	-13.3%
Expense:				
Wages and benefits	153,359	132,203	(21,156)	
Services	73,500	402,000	328,500	
Materials and supplies	100	-	(100)	
Casualty insurance	5,324,238	4,022,000	(1,302,238)	
Utilities	-	-	-	
Other	-	600	600	
Casualty self-insurance	3,161,328	3,001,000	(160,328)	
	8,712,525	7,557,803	(1,154,722)	-13.3%
Net income (deficit)	\$ -	\$ -	\$ -	-

Numbers may not sum due to rounding.

Workers Compensation Self-Insurance Statement of Activity

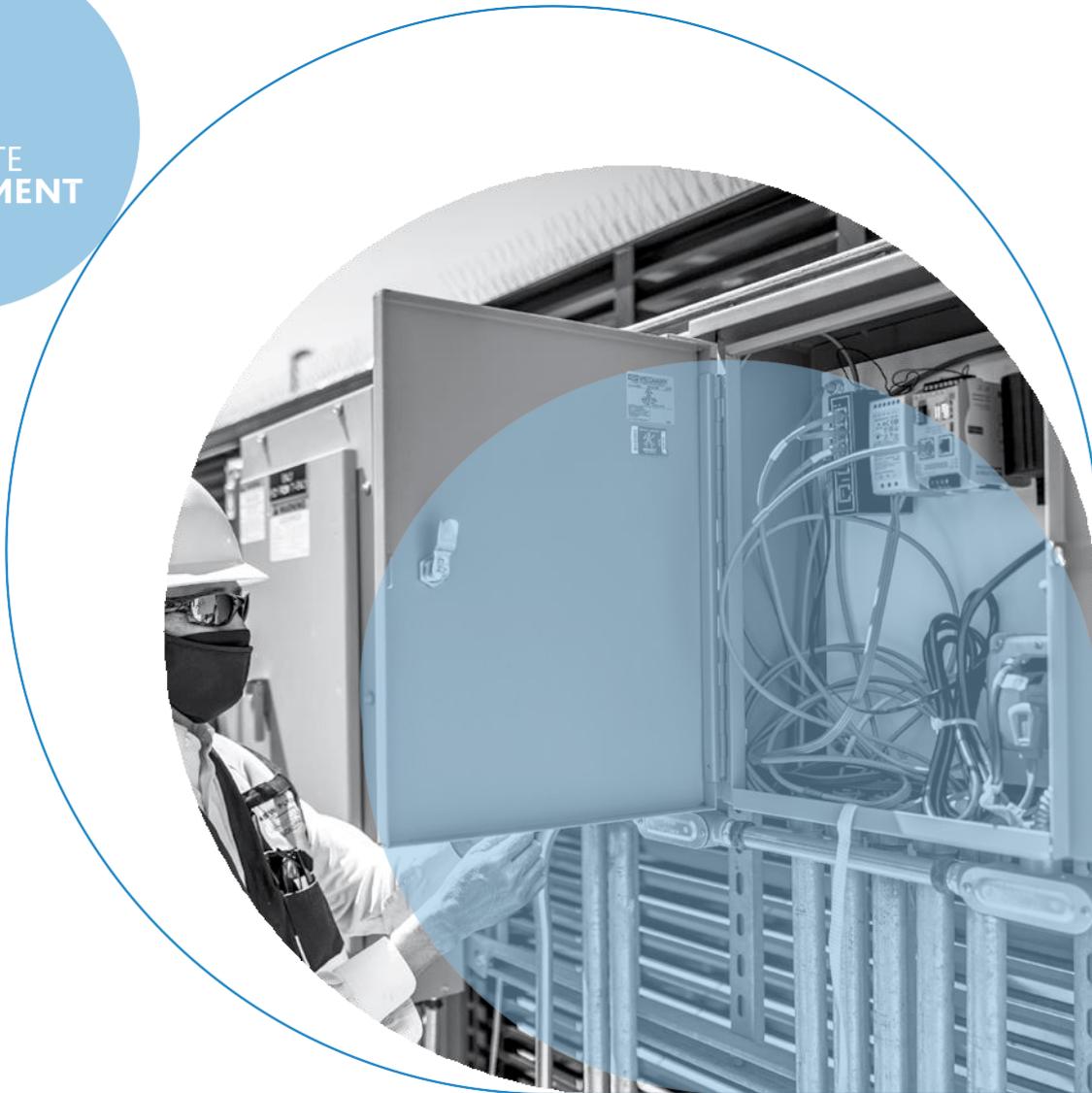
	Budget 2023	Budget 2024	\$ Change	% Change
Revenue:				
Workers' Comp Insurance Revenue	\$ 6,229,499	\$ 6,820,672	\$ 591,173	
Interest income	12,700	-	(12,700)	
Administrative fee	1,137,542	1,172,272	34,730	
	7,379,741	7,992,944	613,203	8.3%
Operating Expense:				
Wages and benefits	138,865	153,944	15,079	
Services	12,350	356,500	344,150	
Materials and supplies	100	-	(100)	
Casualty insurance	235,000	281,000	46,000	
Utilities	-	-	-	
Other	750,850	401,500	(349,350)	
Claims paid	6,242,576	6,800,000	557,424	
	7,379,741	7,992,944	613,203	8.3%
Net income (deficit)	\$ -	\$ -	\$ -	-

Numbers may not sum due to rounding.



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DEVELOPMENT

2024
FISCAL
YEAR

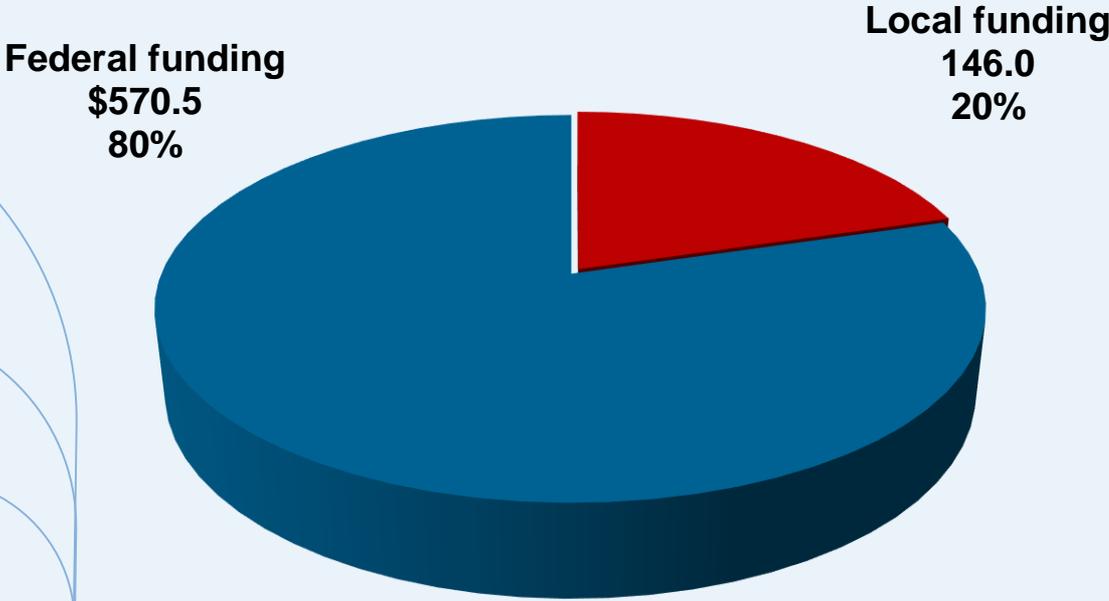


Transit Capital Projects

Sources of Capital Funds

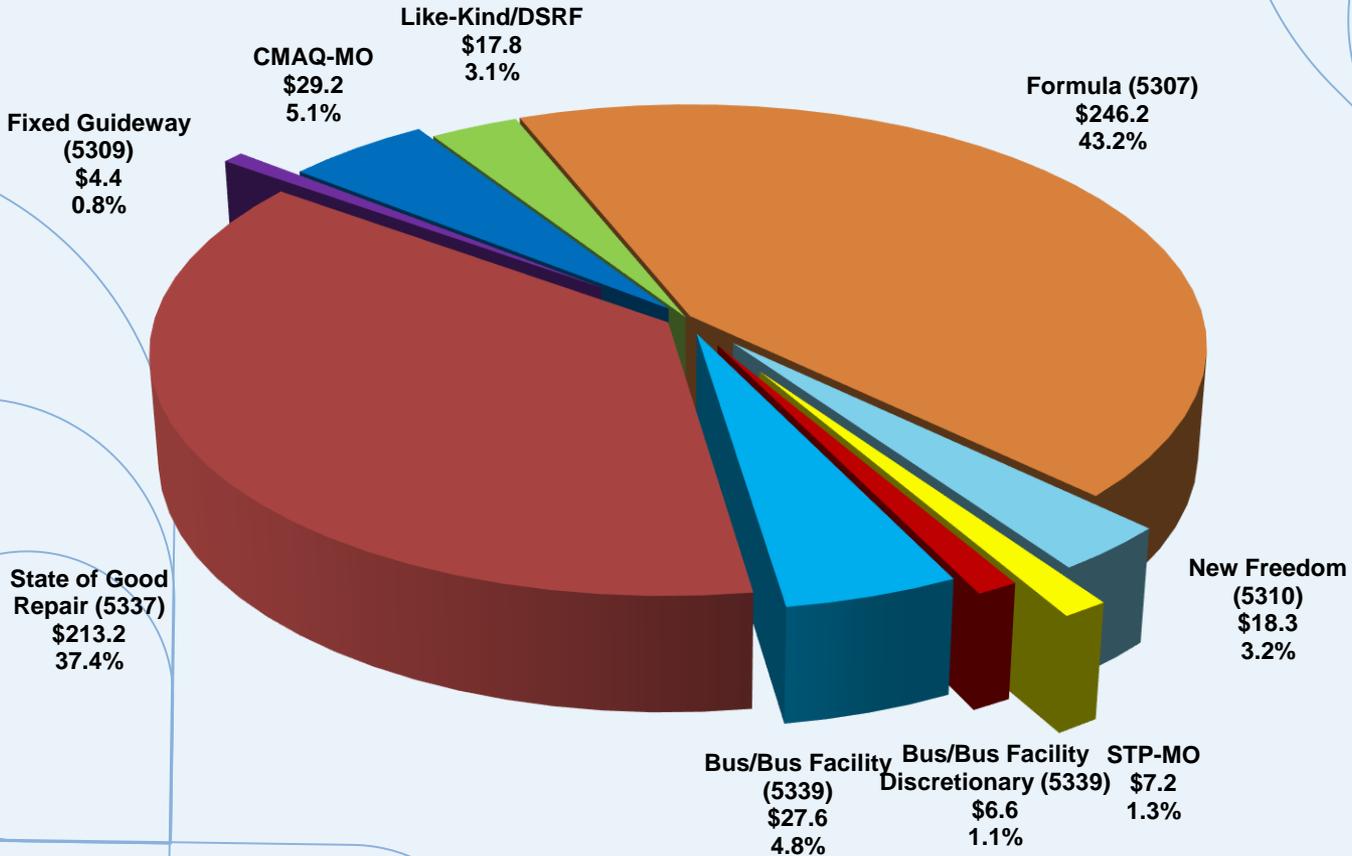
Resources \$716.5 Million

FY 2024 – FY 2026 Resources by Category Chart (\$ in Millions)



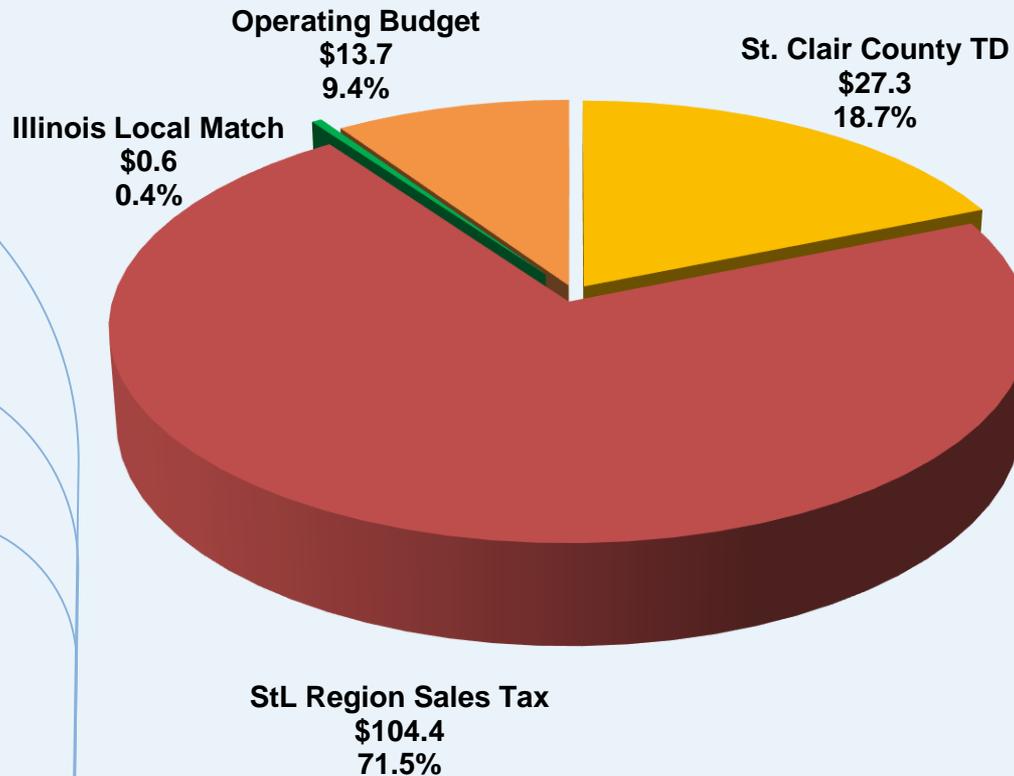
Federal Sources of Capital Funds Resources \$570.5 Million

FY 2024 – FY 2026 Resources by Category Chart (\$ in Millions)



Local Sources of Capital Funds Resources \$146.0 Million

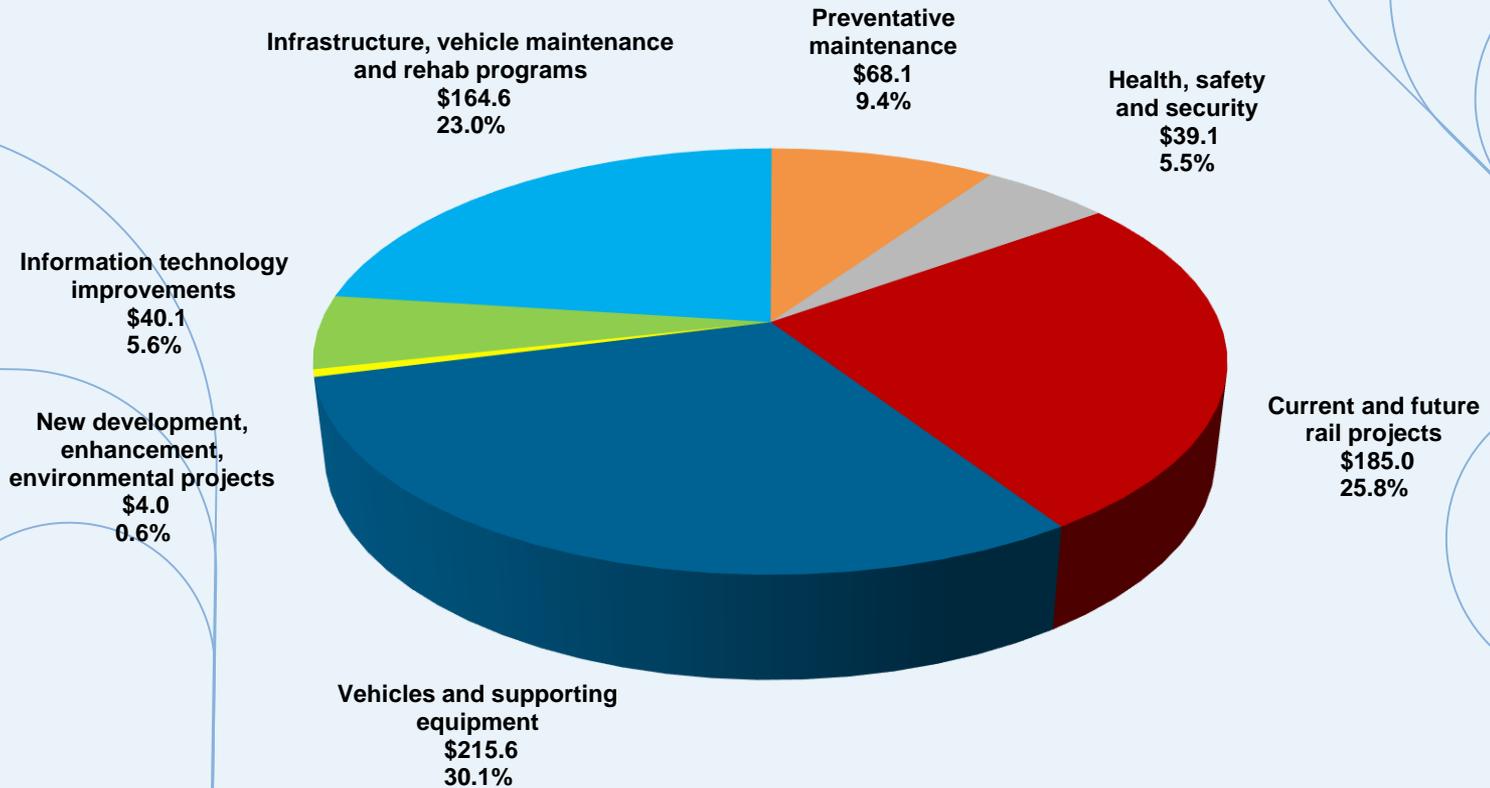
FY 2024 – FY 2026 Resources by Category Chart (\$ in Millions)

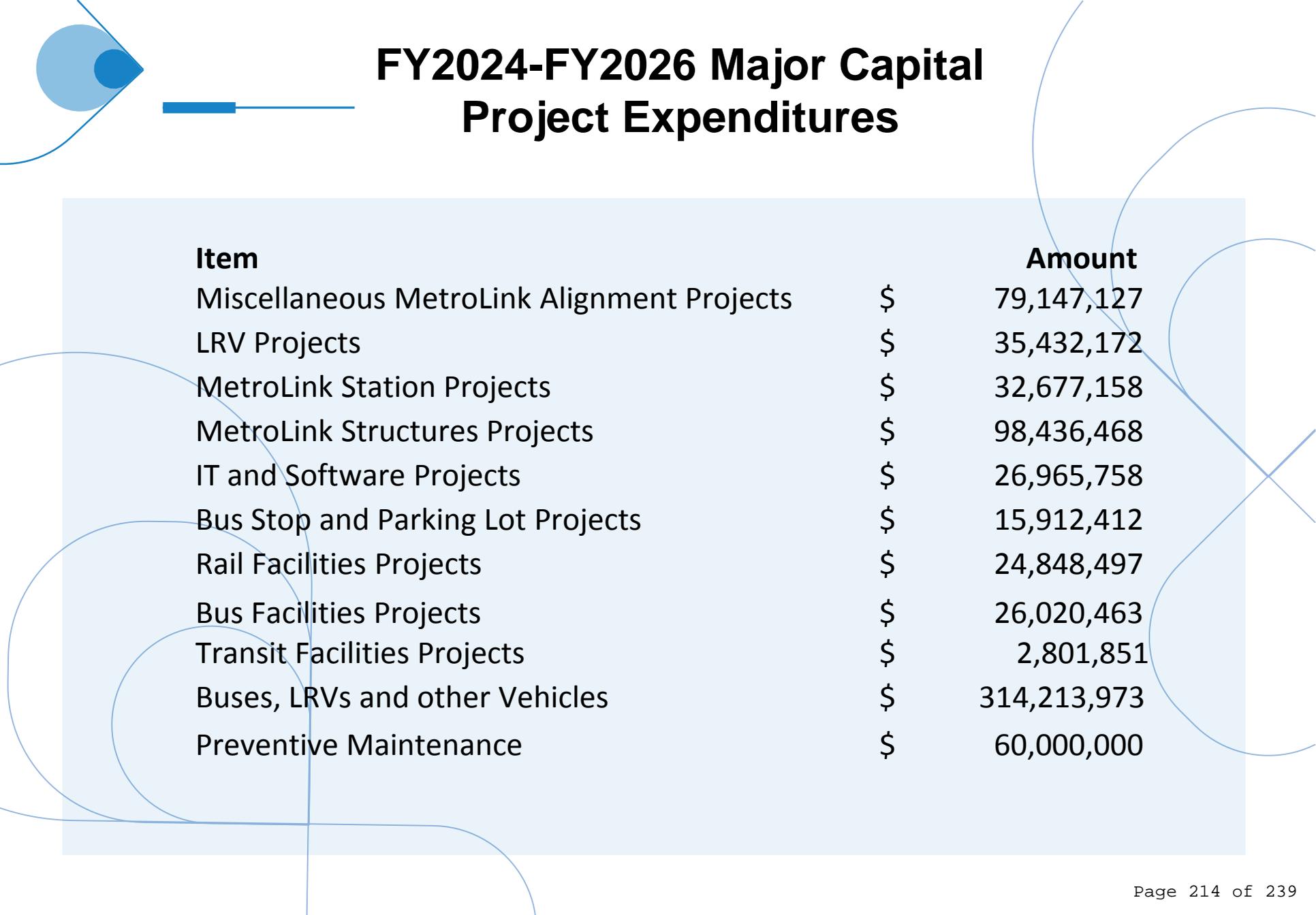


Capital Cash Flow by Use Expenses

\$716.5 Million

FY 2024 – FY 2026 Expenses by Category Chart (\$ in Millions)





FY2024-FY2026 Major Capital Project Expenditures

Item		Amount
Miscellaneous MetroLink Alignment Projects	\$	79,147,127
LRV Projects	\$	35,432,172
MetroLink Station Projects	\$	32,677,158
MetroLink Structures Projects	\$	98,436,468
IT and Software Projects	\$	26,965,758
Bus Stop and Parking Lot Projects	\$	15,912,412
Rail Facilities Projects	\$	24,848,497
Bus Facilities Projects	\$	26,020,463
Transit Facilities Projects	\$	2,801,851
Buses, LRVs and other Vehicles	\$	314,213,973
Preventive Maintenance	\$	60,000,000

Riverboats At The Gateway Arch Capital Budget

Sources of Funds:

	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>Total</u>
Riverboat Unrestricted Cash	\$ 500,000	\$ -	\$ -	\$ 500,000
Total Sources of Funds	<u>\$ 500,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 500,000</u>

Uses of Funds:

Coast Guard mandated Dry Dock Inspection	500,000	-	-	500,000
Total Uses of Funds	<u>\$ 500,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 500,000</u>

St. Louis Downtown Airport Capital Budget

Sources of Funds:	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>Total</u>
Federal Grants	\$ 5,824,026	\$7,200,000	\$7,200,000	\$ 20,224,026
State and Local	\$ 380,968	\$ 400,000	\$ 400,000	\$ 1,180,968
Airport & Other Funds	\$ 2,230,368	\$ 420,000	\$ 400,000	\$ 3,050,368
Total Sources of Funds	\$ 8,435,362	\$8,020,000	\$8,000,000	\$ 24,455,362

Uses of Funds:

Construction

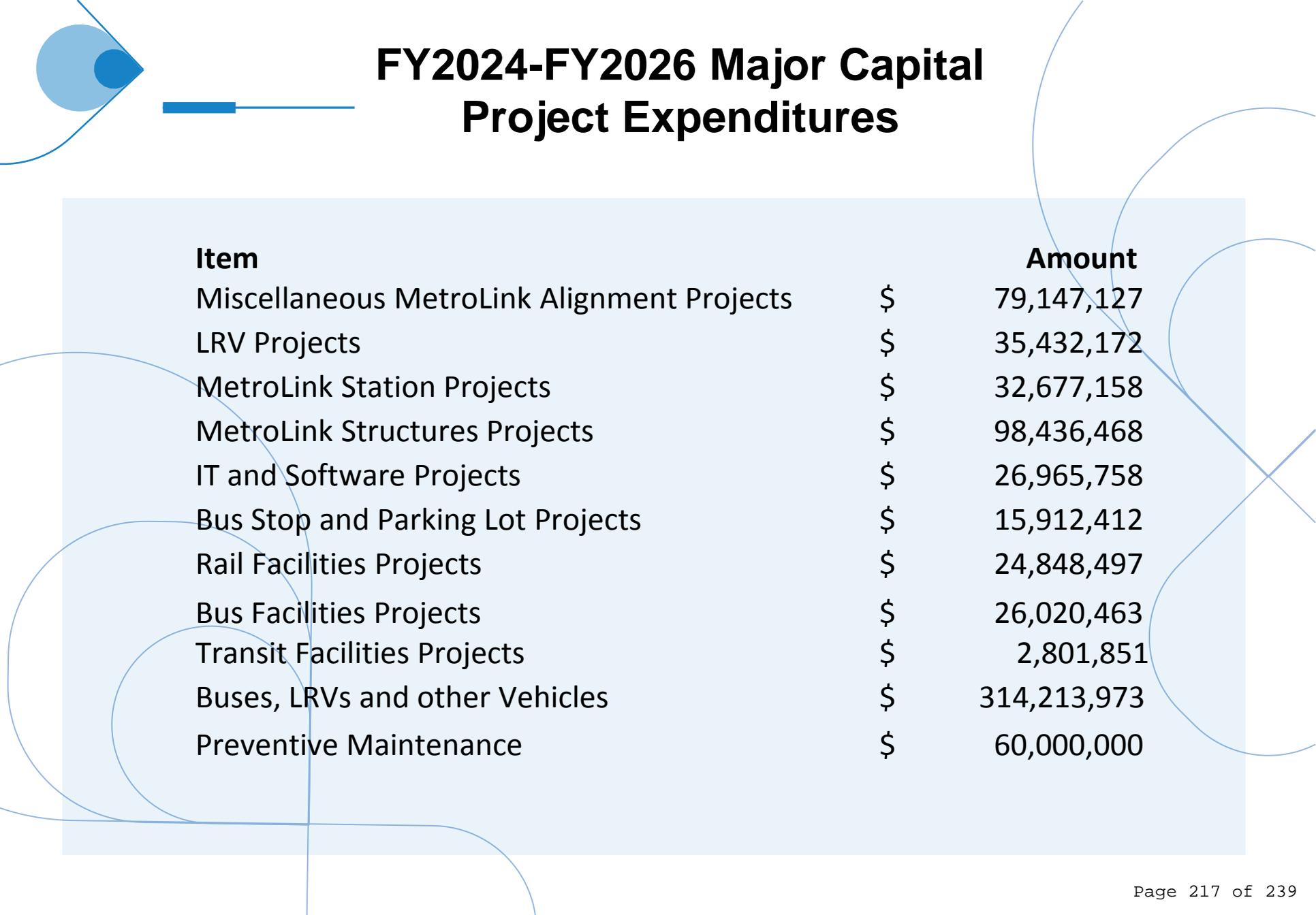
Reconstruct Taxiway B
Reconstruct Curtiss Steinberg Dr.
Reconstruct Vector Drive

Equipment and Facilities

Terminal Reconstruction
Vehicles and Equipment

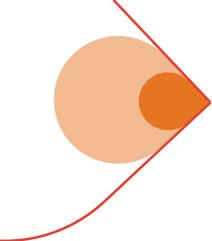
Land Improvements

Taxiway Relocation
Management Plans
Hazard Mitigation



FY2024-FY2026 Major Capital Project Expenditures

Item		Amount
Miscellaneous MetroLink Alignment Projects	\$	79,147,127
LRV Projects	\$	35,432,172
MetroLink Station Projects	\$	32,677,158
MetroLink Structures Projects	\$	98,436,468
IT and Software Projects	\$	26,965,758
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Transit Facilities Projects	\$	2,801,851
Buses, LRVs and other Vehicles	\$	314,213,973
Preventive Maintenance	\$	60,000,000



Recommendation to the Board

For Approval of:

- FY 2024 Operating Budget
- FY 2024 – FY 2026 Capital Budget
- Three-Year Transportation Improvement Plan
- Grant resolutions to apply for federal and funding necessary to support Bi-State Development's projects and programs

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
APPROVING THE FY2024 BI-STATE DEVELOPMENT AGENCY
OPERATING AND CAPITAL BUDGET**

PREAMBLES:

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

Whereas, the Agency is authorized by Mo. Rev. Stat. §§70.370 *et seq.* and 45 Ill. Comp. Stat. 100/1 *et seq.* to plan, construct, maintain, own and operate airports and terminal facilities; to acquire by gift, purchase, or lease and to plan, construct, operate, and maintain or lease to others for operation or maintenance, airports, wharves, docks, harbors, passenger transportation facilities and other terminal facilities; to receive for its lawful activities any contributions or moneys appropriated by the federal government or any agency or officer, thereof; to disburse funds for this and its other lawful activities; to fix salaries and wages of its officers and employees; to perform all other necessary and incidental functions; and to contract and to be contracted with; and

Whereas, the Compact requires that the Agency shall not incur any obligations for salaries, office or other administrative expenses, prior to making appropriations adequate to meet the same; and

Whereas, therefore, Board Policy 30.030 requires the President and Chief Executive Officer to prepare an annual operating and capital budget to be presented to and approved by the Board of Commissioners at a regularly scheduled meeting prior to the beginning of each new fiscal year; and

Whereas, a detailed presentation of the Bi-State Development Agency's proposed FY2024 Operating and Capital Budget was presented for discussion at the Board's Meeting of the Audit, Finance and Administration Committee on January 27, 2023; and.

Whereas, this proposed FY2024 Budget was presented to and discussed by the Board at its Committee meeting on January 27, 2023, and is being considered for final approval at its next regularly scheduled Board meeting on February 17, 2023; and

Whereas, it is feasible, necessary and in the public interest to approve the Bi-State Development Agency's FY2024 Operating and Capital Budget, in accordance with the terms and conditions described herein.

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

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

Section 2. Approval of the FY2024 Operating and Capital Budget. Pursuant to this Resolution and the Compact and for the authorized Agency purposes set forth in the preambles hereof, the Board of Commissioners approves the Bi-State Development Agency's FY2024 Operating and Capital Budget, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

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

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

Section 5. Payment of Expenses. The Executive Vice President and Chief Financial Officer is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to the Resolution.

Section 6. Rights Under Resolution Limited: No rights shall be conferred by this resolution upon any person or entity other than the Agency's officers and employees.

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

Section 8. Governing Law. The laws of the States of Missouri and Illinois shall govern this Resolution.

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

ADOPTED by the Board of Commissioners of The Bi-State Development Agency of the Missouri-Illinois Metropolitan District this 17th day of February, 2023.

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

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

By _____
Title _____

[SEAL]

ATTEST:

By _____
Deputy Secretary to the Board of Commissioners

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY OF THE
MISSOURI-ILLINOIS METROPOLITAN DISTRICT
AUTHORIZING APPLICATIONS FOR ASSISTANCE
UNDER THE FEDERAL EMERGENCY MANAGEMENT
AGENCY TRANSIT SECURITY GRANT PROGRAM**

PREAMBLES:

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

Whereas, the Agency is authorized by Section 70.370 RSMo. *et. seq.* and 45 Ill. Comp. Stat. 100/1 *et. seq.*, jointly referred to as the "Compact", to plan, construct, maintain, own and operate airports and terminal facilities; to acquire by gift, purchase or lease, and to plan, construct, operate and maintain or lease to others for those purposes, airports, wharves, docks, harbors, passenger transportation facilities and other terminal facilities; to receive for its lawful activities any contributions or moneys appropriated by municipalities, counties, states of other political subdivisions or agencies; or by the federal government or any agency or officer thereof; to perform all other necessary and incidental functions; and to contract and to be contracted with; and

Whereas, the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) provides competitive funding that may be used for specific projects that strengthen the critical infrastructure of transit systems; and

Whereas, any contract for financial assistance under the Transit Security Grant Program ("Program") will impose certain obligations upon the Agency, including the provision by it of the local share of the project costs; and

Whereas, this Resolution was presented to and discussed by the Board at its FY2024 budget meeting on January 27, 2023, and is being considered for final approval at its next regularly scheduled meeting on February 17, 2023; and

Whereas, it is feasible, necessary and in the public interest to annually file and execute applications with the Department of Homeland Security's (DHS), Federal Emergency Management Agency (FEMA) for assistance under the Transit Security Grant Program, in accordance with the terms and conditions described herein.

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

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

Section 2. Approval of Filing Applications and Execution of Grant Agreements. The Board of Commissioners hereby approves the filing and execution of grant applications to the FEMA for assistance under the Transit Security Grant Program, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

Section 3. Actions of Officers Authorized. The officers of the Agency, including without limitation the Chairman and Vice Chairman of the Board of Commissioners, the President and Chief Executive Officer and the Executive Vice President and Chief Financial Officer or Designated Individual are hereby authorized and directed to execute and file all documents and to take such actions as they may deem necessary or advisable in order to carry out the purposes of the Resolution; and the execution of such documents or taking of such action shall be conclusive evidence of such necessity or advisability.

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

Section 5. Payment of Expenses. The Executive Vice President and Chief Financial Officer is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to the Resolution.

Section 6. Rights Under Resolution Limited: No rights shall be conferred by this resolution upon any person or entity other than the Agency's officers and employees.

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

Section 8. Governing Law. The laws of the States of Missouri and Illinois shall govern this Resolution.

Section 9. Effective Date. This Resolution shall be in full force and effect from and after its passage by the Board of Commissioners.

ADOPTED by the Board of Commissioners of the Bi-State Development Agency this 17th day of February, 2023.

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

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

By: _____

Its: _____

[Seal]

ATTEST:

By: _____
Deputy Secretary to the Board of Commissioners

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY OF THE
MISSOURI-ILLINOIS METROPOLITAN DISTRICT
AUTHORIZING THE FILING AND EXECUTION OF
GRANT AGREEMENTS WITH THE MISSOURI HIGHWAY
AND TRANSPORTATION COMMISSION**

PREAMBLES:

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

Whereas, the Agency is authorized by Sections 70.730 RSMo. *et. seq.* and 45 Ill. Comp. Stat. 100/1, *et. seq.*, and by the Compact, to plan, construct, maintain, own and operate airports and terminal facilities; to acquire by gift, purchase or lease, and to plan, construct, operate and maintain or lease to others for those purposes, airports, wharves, docks, harbors, passenger transportation facilities and other terminal facilities; to receive for its lawful activities any contributions or moneys appropriated by municipalities, counties, states of other political subdivisions or agencies; or by the federal government or any agency or officer thereof; to perform all other necessary and incidental functions; and to contract and to be contracted with; and

Whereas, the Missouri Department of Transportation (“MoDOT”) is authorized to make grants for general public transportation projects for 49 U.S.C. Section 5309 assistance; and

Whereas, a grant agreement with MoDOT for financial assistance imposes certain obligations on the Agency, including the requirement that the Agency provide its local share of a project’s cost; and

Whereas, it is the goal of the Agency to provide the best transit system that it can with the funds available; and

Whereas, this Resolution was presented to and discussed by the Board at its FY2024 budget meeting on January 27, 2023 and is being considered for final approval at its next regularly scheduled meeting on February 17, 2023; and

Whereas, it is feasible, necessary and in the public interest to annually file grant applications with MoDOT for 49 U.S.C. Section 5309 assistance, and to execute grant agreements related thereto, in accordance with the terms and conditions described herein.

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

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

Section 2. Approval of the Filing of Grant Applications and Execution of Grant Agreements. The Board of Commissioners hereby approves the filing of grant applications with MoDOT for 49 U.S.C. Section 5309 assistance, and the execution of related grant agreements, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the Preambles hereto and subject to the conditions hereinafter provided.

Section 3. Actions of Officers Authorized. The officers of the Agency, including without limitation, the Chairman and Vice Chairman of the Board of Commissioners, the President and Chief Executive Officer and the Executive Vice President and Chief Financial Officer or Designated Individual, are hereby authorized and directed to execute and file all documents and to take such actions as they may deem necessary or advisable in order to carry out the purposes of the Resolution; and the execution of such documents or taking of such action shall be conclusive evidence of such necessity or advisability.

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

Section 5. Payment of Expenses. The Executive Vice President and Chief Financial Officer is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to the Resolution.

Section 6. Rights Under Resolution Limited. No rights shall be conferred by this resolution upon any person or entity other than the Agency and MoDOT.

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

Section 8. Governing Law. The laws of the States of Missouri shall govern this Resolution.

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

ADOPTED by the Board of Commissioners of the Bi-State Development Agency on this 17th day of February, 2023.

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

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

By: _____

Its: _____

[Seal]

ATTEST:

By: _____
Deputy Secretary to the Board of Commissioners

Resolution #1256
Bi-State Development Agency Board of Commissioners
February 17, 2023
FY24 MoDOT Grant Agreements
Page 2

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY OF THE
MISSOURI-ILLINOIS METROPOLITAN DISTRICT
AUTHORIZING GRANT APPLICATIONS AND GRANT
AGREEMENTS WITH THE STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION**

PREAMBLES:

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

Whereas, the Agency is authorized by Sections 70.730 RSMo. *et. seq.* and 45 Ill. Comp. Stat. 100/1, *et. seq.*, and by the Compact, to plan, construct, maintain, own and operate airports and terminal facilities; to acquire by gift, purchase or lease, and to plan, construct, operate and maintain or lease to others for those purposes, airports, wharves, docks, harbors, passenger transportation facilities and other terminal facilities; to receive for its lawful activities any contributions or moneys appropriated by municipalities, counties, states of other political subdivisions or agencies; or by the federal government or any agency or officer thereof; to perform all other necessary and incidental functions; and to contract and to be contracted with; and.

Whereas, the Agency may apply to the State of Illinois Department of Transportation (“IDOT”) to acquire grant funding for information and/or communications systems projects, facility improvements, support equipment, bus and other revenue and support vehicles, fare equipment, shop equipment, and other associated capital projects, and to amend any such existing grants or grant applications; and

Whereas, the Agency may execute a certain capital agreement (“Agreement”) with IDOT in order to obtain grant assistance under the provisions of 20 ILCS 2705/*et. seq.*, 20 ILCS 5/5-675 and 30 ILCS 415/1, *et seq.*, and may execute amendments to any such existing grant agreements with IDOT; and

Whereas, it is the goal of the Agency to provide the best transit system that it can provide with the available funds; and

Whereas, this Resolution was presented to and discussed by the Board at its FY2024 budget meeting on January 27, 2023, and is being considered for final approval at its next regularly scheduled meeting on February 17, 2023; and.

Whereas, it is feasible, necessary and in the public interest for the Agency to annually file and amend grant applications and execute and amend grant agreements with IDOT, in accordance with the terms and conditions described herein.

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

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

Section 2. Approval of Filing of Grant Applications and Execution of Grant Agreements. The Board of Commissioners hereby approves the filing and amendment of grants and grant applications with IDOT for capital improvements, and the execution of grant agreements and amendments with IDOT, under and pursuant to

this Resolution and the Compact for the authorized Agency purposes set forth in the Preambles hereto and subject to the conditions hereinafter provided.

Section 3. Actions of Officers Authorized. The officers of the Agency, including without limitation the Chairman and Vice Chairman of the Board of Commissioners, the President and Chief Executive Officer and the Executive Vice President and Chief Financial Officer or Designated Individual, are hereby authorized and directed to execute and file all documents and to take such actions as they may deem necessary or advisable in order to carry out the purposes of the Resolution; and the execution of such documents or taking of such action shall be conclusive evidence of such necessity or advisability.

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

Section 5. Payment of Expenses. The Executive Vice President and Chief Financial Officer is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to this Resolution and Grant Applications and Agreements.

Section 6. Rights Under Resolution Limited. No rights shall be conferred by this resolution upon any person or entity other than the Agency and IDOT.

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

Section 8. Governing Law. The laws of the States of Missouri and Illinois shall govern this Resolution.

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

ADOPTED by the Board of Commissioners of the Bi-State Development Agency this 17th day of February, 2023.

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

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

By: _____

Its: _____

[Seal]

ATTEST:

By: _____
Deputy Secretary to the Board of Commissioners

Resolution #1257
Bi-State Development Agency Board of Commissioners
February 17, 2023
FY24 Grant Applications and Amendments to IDOT
Page 2

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS
METROPOLITAN DISTRICT AUTHORIZING THE EXECUTION OF
GRANT AGREEMENTS WITH THE MISSOURI HIGHWAY
AND TRANSPORTATION COMMISSION (MODOT)
FOR STATE OPERATING ASSISTANCE**

PREAMBLES:

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

Whereas, the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the “Compact”); to plan, construct, maintain, own and operate airports and terminal facilities; to acquire by gift, purchase or lease and to plan, construct, operate, and maintain or lease to others for operation or maintenance, airports, wharves, docks, harbors, passenger transportation facilities and other terminal facilities; to receive for its lawful activities any contributions or moneys appropriated by municipalities, counties, state or other political subdivisions or agencies; or by the federal government or any agency or officer thereof; to perform all other necessary and incidental functions; and to contract and to be contracted with; and

Whereas, the Chief Engineer of the Missouri Department of Transportation (MoDOT) is authorized to make operating assistance grants for general public transportation projects; and

Whereas, the contract for financial assistance will impose certain obligations upon the Agency, including the requirement that the Agency provide its local share of a project’s cost; and

Whereas, it is the goal of the Agency to provide the best transit system that can be provided with the funds that are available; and

Whereas, this Resolution was presented to and discussed by the Board at its FY2024 budget meeting on January 27, 2023, and is being considered for final approval at its next regularly scheduled meeting on February 17, 2023; and

Whereas, it is feasible, necessary and in the public interest to execute grant agreements with MoDOT for state operating assistance, in accordance with the terms and conditions described herein.

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

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

Section 2. Approval of Execution of Grant Agreements. The Board of Commissioners hereby approves the execution of grant agreements with MoDOT for state operating assistance, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

Section 3. Actions of Officers Authorized. The officers of the Agency, including, without limitation, the Chairman, Vice Chairman, President and Chief Executive Officer and Executive Vice President and Chief Financial Officer or Designated Individual are hereby authorized and directed to execute and file all documents and agreements and

take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution, and the execution of such documents or taking of such action shall be conclusive evidence of such necessity or advisability.

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

Section 5. Payment of Expenses. The Executive Vice President and Chief Financial Officer is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to this Resolution and Grant Agreements.

Section 6. Rights Under Resolution Limited: No rights shall be conferred by this resolution upon any person or entity other than the Agency and the MoDOT.

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

Section 8. Governing Law. The laws of the States of Missouri shall govern this Resolution.

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

ADOPTED by the Board of Commissioners of the Bi-State Development Agency on this 17th day of February, 2023.

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

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

By _____
Its _____

[SEAL]

ATTEST:

By _____
Deputy Secretary to the Board of Commissioners

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS
METROPOLITAN DISTRICT AUTHORIZING THE EXECUTION OF
A SUB-AWARD GRANT AGREEMENT WITH THE
EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS**

PREAMBLES:

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

Whereas, the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 *et seq.* (jointly referred to herein as the “Compact”); to plan, construct, maintain, own and operate airports and terminal facilities; to acquire by gift, purchase or lease and to plan, construct, operate, and maintain or lease to others for operation or maintenance, airports, wharves, docks, harbors, passenger transportation facilities and other terminal facilities; to receive for its lawful activities any contributions or moneys appropriated by municipalities, counties, state or other political subdivisions or agencies; or by the federal government or any agency or officer thereof; to perform all other necessary and incidental functions; and to contract and to be contracted with; and

Whereas, East-West Gateway Council of Governments (EWGCOG) is the metropolitan planning organization (MPO) for the area and has vested legal authority and responsibility for developing and adopting plans for the region’s surface transportation system and is authorized to make sub-awards through the Unified Planning Work Program (UPWP) which addresses regional planning priorities; and

Whereas, it is the goal of the Agency to provide the best transit system that can be provided with the funds that are available; and

Whereas, EWGCOG desires to make a sub-award to the Agency through the UPWP in order to further Agency transit system planning and development; and

Whereas, the financial assistance sub-award grant will impose certain obligations upon the Agency, including the requirement that the Agency provide its local share of the project costs; and

Whereas, this Resolution was presented to and discussed by the Board at its FY2024 budget meeting on January 27, 2023, and is being considered for final approval at its next regularly scheduled meeting on February 17, 2023; and

Whereas, it is feasible, necessary and in the public interest to annually execute with East-West Gateway Council of Governments a sub-award grant Agreement through the Unified Planning Work Program for transit system planning and development, in accordance with the terms and conditions described herein.

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

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

Section 2. Approval of the Sub-award Grant Agreement. The Board of Commissioners hereby approves the sub-award grant Agreement through the Unified Planning Work Program with East-West Gateway Council of Governments for transit system planning and development, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

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

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

Section 5. Rights Under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency and East-West Gateway Council of Governments.

Section 8. Governing Law. The laws of the State of Missouri shall govern this Resolution and the Agreement.

Section 9. No Personal Liability. No member of the Board of Commissioners, officer, employee or agent of the Agency shall have any personal liability for acts taken in accordance with this Resolution and the Agreement.

Section 10. Payment of Expenses. The Executive Vice President and Chief Financial Officer is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to this Resolution and the Agreement.

Section 11. This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED by the Board of Commissioners of the Bi-State Development Agency on this 17th day of February, 2023.

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

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

By _____
Title _____

[SEAL]

ATTEST:

By _____
Deputy Secretary to the Board of Commissioners

**A RESOLUTION OF THE BOARD OF COMMISSIONER OF THE
BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS
METROPOLITAN DISTRICT AUTHORIZING THE FILING OF
GRANT APPLICATIONS AND EXECUTION OF GRANT AGREEMENTS
WITH THE FEDERAL AVIATION ADMINISTRATION AND THE
ILLINOIS DEPARTMENT OF TRANSPORTATION DIVISION OF AERONAUTICS**

PREAMBLES:

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

Whereas, the Agency is authorized by Mo. Rev. Stat. §§ 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the “Compact”); to plan, construct, maintain, own and operate airports and terminal facilities; to acquire by gift, purchase or lease and to plan, construct, operate, and maintain or lease to others for operation or maintenance, airports, wharves, docks, harbors, passenger transportation facilities and other terminal facilities; to receive for its lawful activities any contributions or moneys appropriated by municipalities, counties, state or other political subdivisions or agencies; or by the federal government or any agency or officer thereof; to perform all other necessary and incidental functions; and to contract and to be contracted with; and

Whereas, the Federal Aviation Administration (FAA) and the Illinois Department of Transportation (IDOT) Division of Aeronautics are authorized to make grants for aviation and public transportation projects; and

Whereas, the Agency accepts all grants from State and Federal sources such as the FAA and IDOT Division of Aeronautics for airport infrastructure improvements including but not limited to runway, taxiway, and apron construction/rehabilitation; airfield lighting, signage, drainage, and navigation aids; safety area improvements; special-purpose airport vehicles and equipment; fuel storage and distribution systems; aircraft hangers; automobile roadways and parking lots; planning, engineering, environmental studies; and land acquisitions; and

Whereas, this Resolution was presented to and discussed by the Board at its FY2024 budget meeting on January 27, 2023, and is being considered for final approval at its next regularly scheduled meeting on February 17, 2023; and

Whereas, it is feasible, necessary and in the public interest to file grant applications with FAA and IDOT, and to execute grant agreements related thereto, in accordance with the terms and conditions described herein.

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

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

Section 2. Approval of Filing of Grant Applications and Execution of Grant Agreements. The Board of Commissioners hereby approves the filing of grant applications with the FAA and IDOT Division of Aeronautics and the execution of related grant agreements, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

Section 3. Actions of Officers Authorized. The officers of the Agency, including, without limitation, the Chairman, Vice Chairman, President and Chief Executive Officer, and the Executive Vice President and Chief Financial Officer or Designated Individual are hereby authorized and directed to execute and file all documents and agreements and

take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution, and the execution of such documents or taking of such action shall be conclusive evidence of such necessity or advisability.

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

Section 5. Payment of Expenses. The Executive Vice President and Chief Financial Officer is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to the Resolution and the Grant Applications and Agreements.

Section 6. Rights Under Resolution Limited: No rights shall be conferred by this resolution upon any person or entity other than the Agency and the Federal Aviation Administration and the Illinois Department of Transportation Division of Aeronautics.

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

Section 8. Governing Law. The laws of the States of Missouri and Illinois shall govern this Resolution.

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

ADOPTED by the Board of Commissioners of the Bi-State Development Agency on this 17th day of February, 2023.

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

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

By _____
Its _____

[SEAL]

ATTEST:

By _____
Deputy Secretary of the Board of Commissioners

**A RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS, AMENDMENTS,
CERTIFICATIONS, ASSURANCES AND AGREEMENTS RELATING TO ANY GRANTS
FOR WHICH THE BI-STATE DEVELOPMENT AGENCY APPLIES FROM
THE UNITED STATES DEPARTMENT OF TRANSPORTATION**

PREAMBLES:

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

Whereas, the Federal Transit Administration (“FTA”) is an operating entity of the United States Department of Transportation (“DOT”) for the purpose of administering Federal transportation assistance as authorized by 49 U.S.C. Chapter 53, by certain provisions under Title 23 of the United States Code, and by certain other Federal statutes that provide funding for public transportation purposes and is administered by the FTA; and

Whereas, the FTA has been delegated the authority to award Federal financial assistance for transportation projects; and

Whereas, grants for Federal financial assistance impose certain obligations upon the Agency; and

Whereas, the Agency is a Designated Recipient of Federal transportation assistance previously authorized under SAFETEA-LU and MAP-21 legislation for funding through the Urbanized Area Formula Program, 49 U.S.C. 5307; the Capital Investment Program (Fixed Guideway Modernization, New Starts), 49 U.S.C. 5309; the Clean Fuels Bus, 49 U.S.C. 5309; the Bus and Bus Livability, 49 U.S.C. 5309; the Alternatives Analysis, 49 U.S.C. 5339; the Bus and Bus Facility Formula, 49 U.S.C. 5339 and is an authorized sub-recipient of funds under the Job Access and Reverse Commute Program, 49 U.S.C. 5316; and the New Freedom Program, 49 U.S.C. 5317; the Public Transportation Emergency Relief, 49 U.S.C. 5324; the Asset Management, 49 U.S.C. 5326; the State of Good Repair, 49 U.S.C.5337; and is an authorized recipient of funds under the Enhanced Mobility of Seniors and Individuals with Disabilities, 49 U.S.C. 5310 and is an authorized recipient of CMAQ and STP funds, 23 U.S.C. 149 and 49 U.S.C. 5307; and is an authorized recipient of CARES Act funds, 15 U.S.C; 116, and is an authorized recipient of Coronavirus Response and Relief Supplemental Appropriations Act of (CRRSAA) funds, and is an authorized recipient of The American Rescue Plan Act, 2021 (ARP) funds; and .

Whereas, the Agency is a Designated Recipient of Federal transportation assistance through the current FAST Act legislation for funding through the Urbanized Area Formula Program, 49 U.S.C. 5307; the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), authorized funding under Section 5307 Urbanized Area Formula Program, (Pub. L. 116-136, March 27, 2020); the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA of 2021), authorized funding under Section 5307 Urbanized Area Formula Program, The American Rescue Plan Act (ARP), authorized funding under Section 5307 Urbanized Area Formula Program of the Capital Investment Program (New Starts), 49 U.S.C. 5309; the Bus and Bus Facility Formula, 49 U.S.C. 5339; Low or No Emission Program, 49 U.S.C. 5339; Public Transportation Innovation, 49 U.S.C 5312; the Public Transportation Emergency Relief, 49 U.S.C. 5324; the Asset Management, 49 U.S.C. 5326; the State of Good Repair, 49 U.S.C.5337; and is an authorized recipient of funds under the Enhanced Mobility of Seniors and Individuals with Disabilities, 49 U.S.C. 5310; and is an authorized recipient of CMAQ and STP funds, 23 U.S.C. 149 and 49 U.S.C. 5307; and

Whereas, the Agency is a Designated Recipient of Federal transportation assistance through the 2014 TIGER Discretionary Grants program, made available under the Consolidated Appropriations Act, 2014 (Pub. L. 113-76, January 17, 2014) and the RAISE Discretionary Grants program, made available under the Consolidated Appropriations Act, 2022 (Pub. L. 117-103, March 15, 2022); and

Whereas, the FTA is required by Federal statute to obtain specific annual certifications for its formula grant program for urban areas; and

Whereas, the FTA allows the Agency to certify compliance with all of the certifications and assurances that are pertinent to each grant for which the Agency may wish to apply; and

Whereas, Counsel for FTA Region 7 has requested that the Board of Commissioners grant the Agency multi-year authority to certify such compliance; and

Whereas, this Resolution will be applicable for FY2024– FY2026; and

Whereas, this Resolution was presented to and discussed by the Board at the Audit, Finance and Administration Committee meeting on January 27, 2023, and is being considered for final approval at its next regularly scheduled Board meeting on February 17, 2023; and

Whereas, it is necessary and in the public interest for the Agency to approve the execution and filing of application(s) on behalf of the Agency to the DOT/FTA for Federal assistance, the filing of the annual certifications and assurances that are pertinent to each grant for which the Agency may wish to apply to the DOT/FTA and the authorization to execute grant and cooperative agreements with the DOT/FTA on behalf of the Agency, in accordance with the terms and conditions described herein.

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

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

Section 2. Approval to Execute and File Applications for Federal Assistance. The Board Chairman, Vice-Chairman, President & CEO, the Executive Vice President and Chief Financial Officer, or Designated Individual are authorized to execute and file application(s) on behalf of the Agency to the DOT/FTA for Federal assistance authorized by 49 U.S.C. Chapter 53, by Title 23 of the United States Code or by other Federal statutes that provide funds for public transportation or other purposes and are administered by the DOT/FTA during FY24, FY25 and FY26, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions hereinafter provided.

Section 3. Approval to Execute and File the Annual Certifications and Assurances. The Board Chairman, Vice-Chairman, President & CEO, the Executive Vice President and Chief Financial Officer, or Designated Individual are authorized in FY24, FY25 and FY26 to execute and file with the Agency’s application(s) the annual certifications and assurances and other documents required by the DOT/FTA before a Federal assistance grant or cooperative agreement can be awarded.

Section 4. Approval to Execute Grant and Cooperative Agreements. The Board Chairman, Vice-Chairman, President & CEO, the Executive Vice President and Chief Financial Officer, or a Designated Individual

are authorized to execute grant and cooperative agreements with the DOT/FTA on behalf of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District during FY24, FY25 and FY26.

Section 5. Actions of Officers Authorized. The officers of the Agency, including without limitation the Chairman and Vice Chairman of the Board of Commissioners, the President and CEO and the Chief Financial Officer, or a Designated Individual are hereby authorized and directed to execute all documents and to take such actions as they may deem necessary or advisable in order to carry out the purposes of the Resolution; and the execution of such documents or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 6. Severability. It is hereby declared to be the intention of the Board of Commissioners that each and every part, section and subsection of this Resolution shall be separate and severable from each and every other part, section and subsection herein, and that the Board of Commissioners intends to adopt each part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Resolution is determined to be, or to have been, unlawful or unconstitutional, the remaining parts, sections and subsections shall remain in full force and effect, unless the Court making this finding determines that the valid portions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the Resolution.

Section 7. Payment of Expenses. The Executive Vice President and Chief Financial Officer is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to the Resolution.

Section 8. Rights Under Resolution Limited: No rights shall be conferred by this resolution upon any person or entity other than the Agency's officers and employees.

Section 9. No Personal Liability. No member of the Board of Commissioners, officer, employee or agent of the Agency shall have any personal liability for acts taken in accordance with this Resolution.

Section 10. Governing Law. The laws of the State of Missouri shall govern this Resolution.

Section 11. Effective Date. This Resolution shall be in full force and effect from and after its passage by the Board of Commissioners.

ADOPTED by the Board of Commissioners of The Bi-State Development Agency on this 17th day of February, 2023.

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

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

By _____
Title _____

SEAL

ATTEST:

By _____
Deputy Secretary to the Board of Commissioners

Resolution #1261
Bi-State Development Agency Board of Commissioners
February 17, 2023
FY24 Federal Grant Applications Approval
Page 3

Metro Service Performance Summary | July – December FY23

Bi-State Development Board of Commissioners Operations Committee Meeting: January 27 , 2023

SYSTEM PERFORMANCE



Metro Transit Operations: At-A-Glance

Service Performance Measures		MetroBus Fixed Route + Special Services	FY23 vs. FY22	MetroLink	FY 23 vs. FY22	Call-A-Ride	FY23 vs. FY22
System Ridership	YTD	6,348,100	5.2%	3,446,300	7.0%	161,100	(-8.6%)
	Q2	3,074,400	3.7%	1,680,500	6.9%	72,600	(-14%)
Missouri	YTD	5,466,000	3.3%	2,715,100	7.6%	161,100	(-8.6%)
	Q2	2,637,200	1.7%	1,337,400	8.5%	72,600	(-14%)
Illinois	YTD	882,100	19%	731,200	4.6%		
	Q2	437,200	16%	343,100	1.3%		
Revenue Miles	YTD	6,424,300	(-12%)	1,194,200	(-17%)	1,741,200	(-6.0%)
	Q2	3,063,500	(-13%)	593,100	(-22%)	796,000	(-11%)
Revenue Hours	YTD	451,000	(-14%)	53,300	(-15%)	101,100	(-3.4%)
	Q2	220,500	(-13%)	26,800	(-14%)	46,400	(-9.4%)
On-Time Performance	YTD	86.4%	(-1.3%)	92.4%	(-6.3%)	92.4%	(-0.5%)
	Q2	86.8%	0.4%	94.3%	(-4.0%)	92.3%	(-0.7%)
Financials		YTD F23 Actual		YTD FY23 Budget		Budget Adherence	
Expenses (Transit)		\$133,333,100		\$153,119,800		(-\$19,786,700)/(-13%)	
Passenger Revenue		\$10,453,900		\$9,685,300		\$768,700/7.9%	
Farebox Recovery Ratio		7.8%		6.3%		24%	
Fixed Route MetroBus + MetroLink 12-Month Rolling Average Fare		\$1.07	6.8%	Call-A-Ride 12-Month Rolling Average Fare		\$1.76	107%

Metro Service Performance Summary

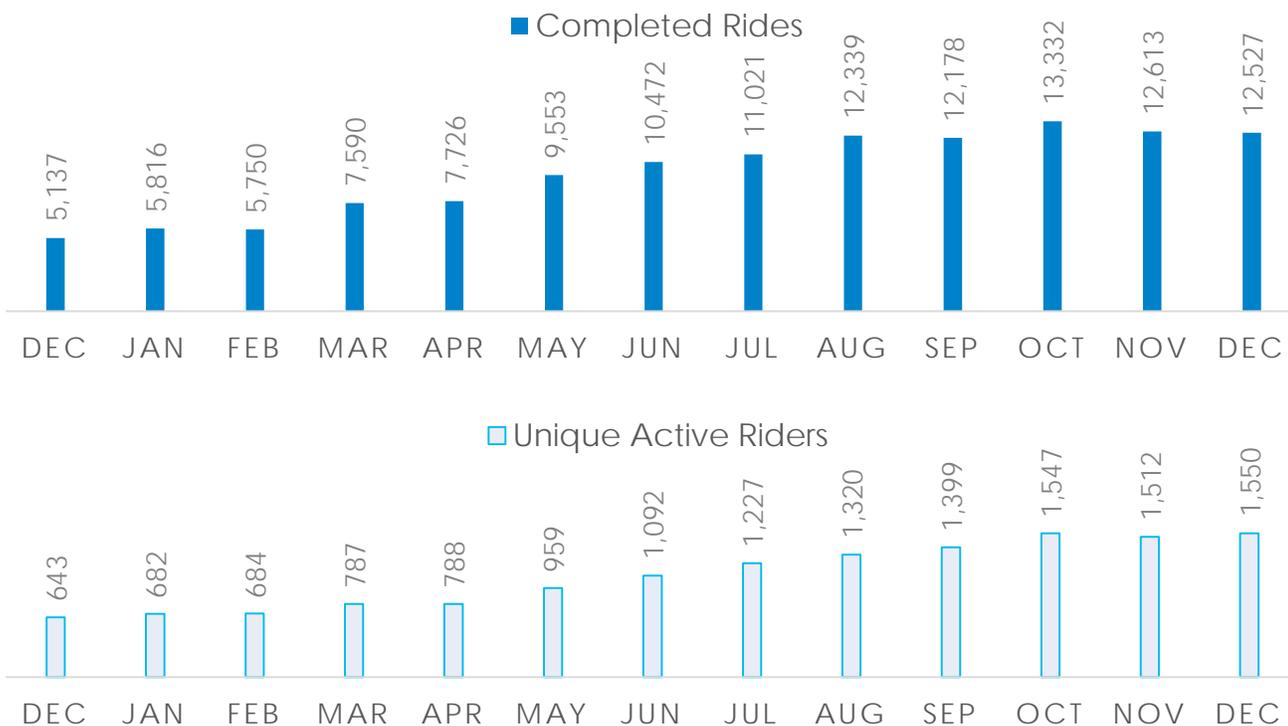
Paratransit and On-Demand Via Metro Performance Trends



Call-A-Ride Passenger Trip Requests, December, 2022

Passenger Trip Requests	# of Trips	Percent of Trip Requests
Scheduled and Made	22,160	48%
Cancelled by Passenger	6,406	14%
No-Shows	1,178	2.5%
Missed Trips	124	0.3%
Van Unavailable – Capacity Denial – ADA Riders	15,811	34%
Van Unavailable – Capacity Denial – NON ADA Riders	72	0.2%
Van Available – Adversarial Denial – All Riders	418	0.9%
Eligibility, Beyond Hours or Boundaries	40	0.1%
Total Trip Requests	46,209	100%

Via Metro STL, Last 12 Months



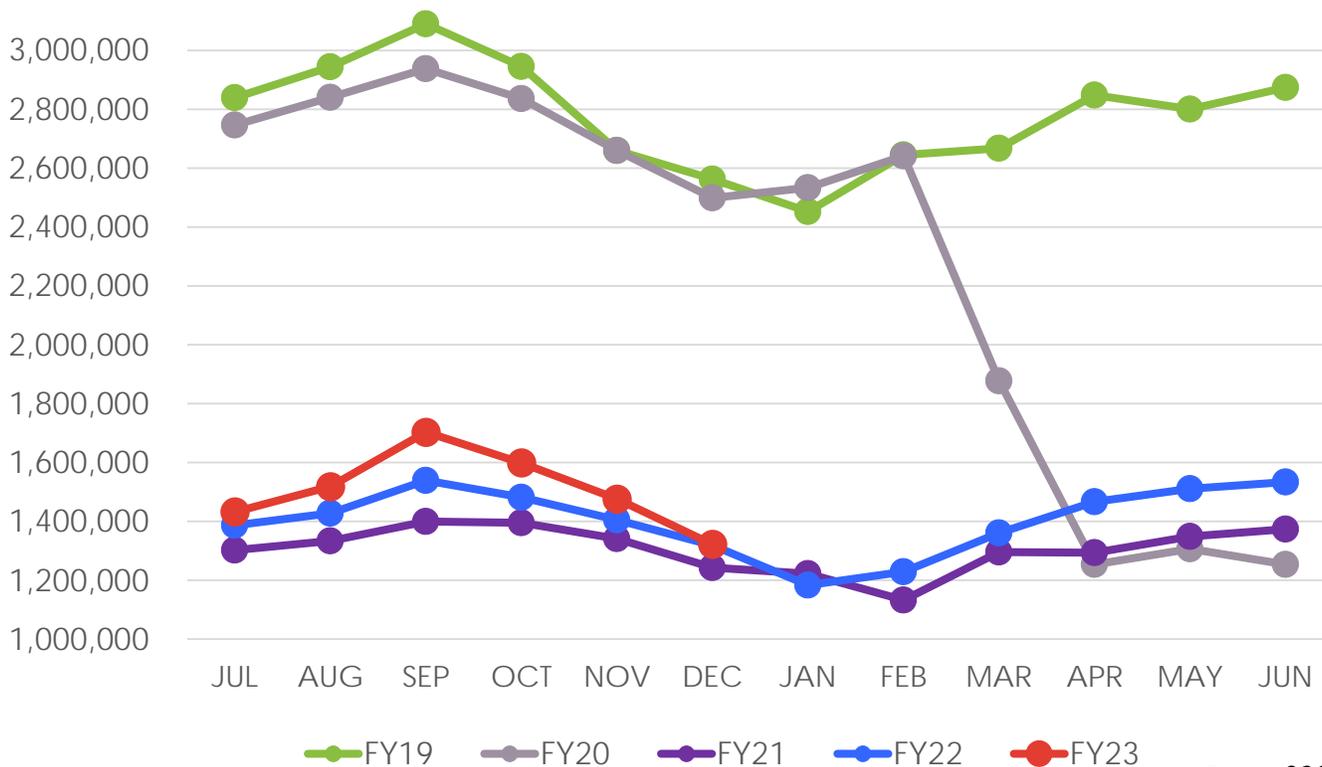
Metro Service Performance Summary

Overall Performance Trends



- As Metro closes the 2nd quarter, Metro still enjoys astounding year-over-year gains, especially in light of regional challenges. The midsummer flood damage continues to significantly impact MetroLink (ML) operations. The November 28, 2022 service change restored service to the Blue Line While riders no longer require a transfer at Forest Park Station to access the Cross County alignment. Riders that want to transfer between the Red and Blue line branches still incur a 13-minute transfer penalty. In addition, a once-in-a-generation blizzard hit the region at the end of December. Despite these hardships, ML ridership increased by an impressive (+8%) over December 2021. Note that Q4 FY22 saw gains year-over-year gains upwards of (+20% to nearly +30%). Nevertheless, even with these gains current ML ridership still lags by (-46%) compared to Q2 FY19.
- Gains in ridership on ML are particularly surprising given the Cardinals season ended at the start of the quarter. Instead, we attribute these impressive gains to an unusually warm November and early December, an uptick in air travel, big-draw headliners like the Smashing Pumpkins & Carrie Underwood, the first match of the St. Louis City Soccer Club, the return of the Festival of Lights to Kiener Plaza, renewed interest for riding ML to Blues Hockey games (as evidenced by extra service dispatched by ML Operations on game days), and a week-long high school journalism conference that helped contribute to significant gains at Convention Center station.
- November of Q2 saw some of the most egregious drops in MetroBus reliability since the start of the pandemic. System-wide, the Trouble Log reports MetroBus missed (6.6%) of all trips. Data pulled from the Automatic Vehicle Location (AVL) systems typically demonstrate the actual number of missed trips is far higher, likely double the count pulled from the Trouble Log.
- As noted in previous Operations reports, the bulk of the missed MetroBus service is on key routes that comprise the core of the MetroBus service network. In November, the Trouble Log reports the #70 Grand missed (~17%) of service. The #95 Kingshighway missed (~15%) of scheduled trips. The #11 Chippewa stands at (~13%). At the DeBaliviere garage, the Trouble Log reports the #61 Chambers and the #74 Florissant missed between (~8% to ~10%). These routes are critical to the overall Metro Transit System. These routes serve key regional neighborhoods protected by the Federal Transit Association's (FTA) Title VI regulations associated with the Civil Rights Act.
- The November 28, 2022 service change reduced service by a large margin. The reduction has improved service reliability through December & January; however, the goal of zero trips missed is not yet met. The problem is exacerbated by continued challenges in notifying riders of canceled trips in advance of the scheduled service. Service reliability is paramount for building trust and operating safe, robust, and effective public infrastructure.

STANDARDIZED FIXED-ROUTE RIDERSHIP (TOTAL SYSTEM)



PERFORMANCE

Metro Transit Workforce At-A-Glance

Sign-on and Retention Bonuses

- 579 new hires since sign-on bonus program began in 2021.
- 210 sign-on bonuses paid to date.
- 53 referral bonus payments made.

Recruiting & Training Capacity

- 2 classes per month scheduled for Call-A-Ride.
- 1 class every 8 weeks scheduled for MetroBus.
- MetroLink class scheduled for January 2023.

Status of Operations

MetroBus	2,536 missed trips in December, with 2,256 due to workforce shortage. This is 2.5% of the total trips.
MetroLink	Two missed trips in December.
Call-A-Ride	16,341 denied boardings of the 46,209 trips requested in December. This is 35.36% of the total trips.
<p>On Monday, November 28, 2022, MetroBus implemented a quarterly service change that included in a 7% reduction in Missouri MetroBus service and the reassignment of nine routes from the Brentwood MetroBus facility to the DeBaliviere MetroBus facility. As a result of these actions, the total trips missed due to workforce shortage have been reduced from 6.1% to 2.5%.</p>	

Recruitment Progress

- Our Month event will be quarterly starting in January 28th. We will be adding to the list of positions for these events to include TSMs, Reservation Clerks, Dispatchers, Mechanics, and Arch positions. BSD is participating in other job fairs and hiring events in the community. We have eight events scheduled through March currently.
- Pre-employment assessment and Realistic Job Preview (RJP) RFP was issued on January 9th. The RFP is in progress.
- Researching community venues where we could potentially maintain a regular presence (weekly or bi-weekly) to interact with public and share employment opportunities.
- Early stages of partnership with MO Public Transportation Association in development of apprenticeship programs.

Recruiting & Training Pipeline (November)

	Applications Received	Candidates in Process	Candidates Scheduled for Training	Trainees in Process
MetroBus Operators	63	16	10	0
Call-A-Ride Operators	54	7	9	0
1A Mechanics	4	2	0	4
Electro-Mechanics	5	1 interview scheduled	3	0
Electricians	2	3	0	0

Staffing Levels

	MetroBus Operators	MetroLink Operators	Call-A-Ride Operators	General Maintenance 1A Mechanics	Vehicle 1A Mechanics	MetroLink ElectroMechanics	Electricians
Budgeted Positions	789	102	201	46	224	42	61
Active Employees	585	84	122	38	196	34	47
Percent Shortage	25.86%	17.64%	39.30%	17.39%	12.50%	19.05%	22.95%